



AGENDA

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

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

NOTICE TO THE PUBLIC

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

RULES OF CIVILITY FOR PUBLIC PARTICIPATION

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

"Politeness costs so little." – ABRAHAM LINCOLN

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING ON JUNE 5, 2023
- V. ADDITIONS OR DELETIONS OF THE AGENDA
- VI. CHANGES TO THE ORDER OF TOPICS ON THE AGENDA
- VII. PRESENTATIONS
- VIII. PUBLIC COMMENTS
- IX. COMMISSIONER COMMENTS
- X. PUBLIC HEARINGS

1. Ordinance 23-04, Final Reading, to Change Section 8.00.10 of the Land Development Regulations Concerning Business Signs (Presenter: Jennifer Thompson, City Planner)
2. Public Hearing on Proposed Non-Ad Valorem Assessment for Solid Waste Disposal, Collection and Recycling for Transient Rentals, Resolution 23-03 to Establish Assessments and Resolution 23-04 to Adopt Agreement with the Tax Collector (Presenter: Patricia Douylliez, Finance Director)

XI. CONSENT

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

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

XII. OLD BUSINESS

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

XIII. NEW BUSINESS

5. Rain Gardens: Consideration of Request from the Sustainability and Environmental Planning Advisory Committee (SEPAC) That They be Located on Parkettes (Presenter: Lana Bandy, SEPAC Vice Chair)
6. Resolution 23-05, to Establish Fees for Mandated Milestone Inspections (Presenter: Brian Law, Building Official)
7. Request for E-Bicycle Ordinance and Budget Resolution 23-11 to Pay Costs for School Resource Officer at Island Prep School (Presenter: Police Chief Dan Carswell)
8. Contracts: Consideration of City Attorney Reviewing Them (Presenter: Max Royle, City Manager)
9. Succession Planning: Consideration of Process for City Manager's Position (Presenter: Max Royle, City Manager)

XIV. STAFF COMMENTS

XV. ADJOURNMENT

NOTICES TO THE PUBLIC

1. **SUSTAINABILITY AND ENVIRONMENTAL PLANNING ADVISORY COMMITTEE.** It will hold its monthly meeting on Thursday, July 13, 2023, at 6:00 p.m. in the Commission meeting room at City Hall.
2. **COMPREHENSIVE PLANNING AND ZONING BOARD.** It will hold its monthly meeting on Tuesday, July 18, 2023, at 6:00 p.m. in the Commission meeting room at City Hall. Topics on the agenda may include: a) Request to renew conditional use permit for outside consumption of food/beverages at Stir It Up, 18 A Street; b) Request for conditional use permit for construction of a single-family residence in a commercial land use district at 14 D Street; c) Request for approval to construct a mixed use 2,500 square foot commercial/residential building on the northwest corner of F Street and A1A Beach Boulevard; d) first reading of ordinance to adopt the St. John School District's Five-Year Facilities Work Plan

3. **BUDGET MEETING.** It will be held by the City Commission on Monday, July 31, 2023, at 5:30 p.m. in the Commission meeting room at City Hall. The Commission will review the proposed budget for Fiscal Year 2024 and will set the tentative property tax millage for FY 24.

NOTE:

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

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

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



MINUTES

REGULAR CITY COMMISSION MEETING MONDAY, JUNE 5, 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, and Commissioners Undine C. George, Beth Sweeny, and Virginia Morgan.

City Clerk Fitzgerald advised that Vice Mayor Rumrell would be a little late.

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, and Engineering Director Jason Sparks.

IV. APPROVAL OF MINUTES OF THE REGULAR COMMISSION MEETING ON MAY 1, 2023

Motion: To approve the minutes of regular Commission meeting on May 1, 2023. **Moved by** Commissioner Sweeny, **Seconded by** Commissioner Morgan. Motion passed unanimously.

V. ADDITIONS OR DELETIONS OF THE AGENDA

VI. CHANGES TO THE ORDER OF TOPICS ON THE AGENDA

City Manager Royle suggested to combine X.1 & XII.6, which are both related to waste disposal for vacation rentals. He advised that the Vice Mayor would like to discuss XI.4 with XII.8. Mayor Samora advised that XII.6 would be moved up with X.1.

Mayor Samora moved on to Item VII.

VII. PRESENTATIONS

- A. Request by St. Johns County Clerk of the Circuit Court and Comptroller, Mr. Brandon Patty, to Update the Commission and Public About the Functions of His Office

Mr. Brandon Patty described the function of his office and said that it provides checks and balances to the County government such as independently partnering with judiciary, works with County partners, is the custodian of official records, and, as Comptroller, helps pay the County's bills, do payroll, and manage investments. He advised that the Comptroller also supports payments the City runs through them, which last year totaled \$21,000 and covered a variety of

fees, such as parking citations. He said that they also try to provide opportunities to support the residents by helping them understand County government, revenues, costs, etc., which is all derived from the Annual Comprehensive Financial Report through which they put forth a document called the Popular Annual Report. He said that it is important for the residents to have this information so that they understand how the government is working for them and the services that they provide.

Mr. Patty moved on to the second thing that he would like to discuss, which is a growing trend in white-collar property fraud crime across the country. He stated that in south Florida scammers provide fraudulent deeds and transactions to take someone's property and then sell it. He said that the Comptroller's Office provides a free property fraud notification service, which would alert you to anything that gets recorded in your name. He advised that they are promoting it heavily and that he would be happy to spread the word in the City and that residents could call his office. He said that there are a variety of other initiatives coming up such as expanding their services throughout the County and to potentially have an office at the beach. He said that they also have a monthly newsletter that residents can sign up for.

Mayor Samora asked where people would go to sign up for the newsletter. Mr. Patty advised to go to stjohnsclerk.com, which has links for the property fraud notification service and the newsletter, and he would be happy to share it with the City to help get the information out.

Commissioner Morgan asked if there were any particular services that he was planning to include when they expand office hours. Mr. Patty advised that their hope is that there would be a whole suite of services available because their annex offices in Julington Creek and Ponte Vedra only do passports. He said that they want to make it easy to interact with the government and get the resources that they need.

City Clerk Fitzgerald informed the Commission that as soon as the alert system was available, the City opted in to it.

B. Proclamation for the City to Acknowledge Pride History and the 53rd Anniversary of the Stonewall Inn Resistance

Sara Bloomberg, Founder of House of Prism, advised that every year they like to ask the City to vote to make June "Gay Pride" month to affirm the lives of the community who are marginalized and suffer mental health issues because society does not support them; they are fighting more than ever in Florida and deserve the right to love whomever they choose; thanked the City for considering the proclamation.

Mayor Samora thanked Ms. Bloomberg for attending and said that it is an honor to acknowledge this. Ms. Bloomberg said that this could save people's lives. Commissioner George said that the Commission is here to support the community and to support everyone.

Motion: To approve the proclamation acknowledging Pride history and the 53rd anniversary of the Stonewall Inn Resistance. **Moved by** Commissioner George, **Seconded by** Mayor Samora. Motion passed unanimously.

C. Stormwater Management: Presentation by Mr. Craig Thomson, Member of the Sustainability and Environmental Planning Advisory Committee

Mr. Thomson showed a handout [Exhibit A] and advised that SEPAC decided at its last meeting to request this presentation to be able to give face-to-face recommendations for the new stormwater ordinance that was passed. He said that SEPAC is very concerned and has had stormwater management and the right-of-way ordinance on its agenda for years and wanted to make sure to communicate with the Commission. He said that there was a PowerPoint presentation in 2019 on the stormwater system, the issues it had, and the recommendations. In

2020, Dr. Kaczmarzsky did a ten-page report on green infrastructure and how it could assist with stormwater management. There is climate change, sea level rise, and hurricanes, which test its capacity and that the design of the current system is only capable of resisting a category 1 or 2 storm surge, which is an issue. He said that some of the recommendations that SEPAC made at that time in 2019 were sustainable, cost efficient solutions. He advised that a definition of green infrastructure was part of Dr. Kaczmarzsky's report and could be incorporated into the new ordinance.

Mr. Thomson said that the City needs green infrastructure for sustainability reasons going forward, which was acknowledged to a degree in the Vision Plan with the recommendations from SEPAC to reduce stormwater runoff and downstream water pollution. Part of SEPAC's recommendation was that the City certify and publicize the future stormwater utility fee. He advised that it is not clear in the ordinance how the money would be spent, and that SEPAC wants to make sure that there is recognition that green and grey infrastructure would be part of what is needed. He said that SEPAC's four recommendations are: 1) to include the design, engineering, and construction cost for adding green infrastructure projects that would help provide flood mitigation; 2) that the future stormwater utility fee would recognize and incentivize the need to reduce runoff and conserve rainwater; 3) that the City Departments would promote best practices and policies to reduce excessive runoff and conserve rainwater in residential and commercial properties in the City, which may require some Land Development Regulation efforts; 4) to publicize and hold community workshop meetings to inform the public of the intended uses of the stormwater utility fee to include green infrastructure and that the Planning and Zoning Board, SEPAC, Public Works, and the Commission should be included.

Mayor Samora thanked Mr. Thomson for the work that SEPAC does. He said that the City wants to get the stormwater utility fee right and that this is the time for SEPAC to come to the Commission with recommendations should it move forward.

Commissioner George asked the City Manager to keep the email that highlighted those four recommendations to be a part of the agenda the next time that the stormwater utility fee is discussed. Mr. Thomson said that there is supposed to be discussion about the Vision Plan and possibly a workshop meeting sometime this summer and he suggested to get all the Boards together and have it as an item on that workshop because it is a major part of the Vision Plan.

Mayor Samora moved on to Item VIII and opened Public Comment. He advised that this is an opportunity to address the Commission on non-agenda items and that they would have three minutes to speak.

VIII. PUBLIC COMMENTS

Kathleen Collins, 109 1st Street, Unit C, St. Augustine Beach, FL, has a neighbor that is a nuisance; has eighty-five pages of local police department responses for drugs, noise ordinance problems, and several months ago a young woman overdosed there; asked the City for help to shut him down; vehicles in the neighborhood have been vandalized by him; everyone tells her to call the Sheriff and document it; the kids are out of school now and she is requesting additional help because of the danger that is imposed by this individual.

Mayor Samora suggested that she should reach out to Chief Carswell and the City Manager or that he could leave her information for them to contact her because the Commission does not want type of behavior in our City.

Vice Mayor Dylan Rumrell arrived at 6:24 p.m.

Dee Fix, 4 Ocean Trace Road, St. Augustine Beach, FL, has been involved with the Commission since the special meeting on November 21st; it was discussed in December and January that there

would be a need for special meetings in February or March, and nothing happened, then it was changed to April, and now the person leading this would be leaving the City; would like to have some special meeting excluding the Sabor de Sal section, which does not drain into the same pond; has heard that the Supreme Court made a ruling, which would erode some of the EPA's power and asked if it would take St. Johns River Water Management out of the concerns because it has been a hold up in the past; asked the City to contact the owner of the pond at 8 Ocean Trace Road and would like to allow any interested condo owners to attend the special meetings because they have opinions about dredging bioswales and some of them are qualified engineers; they want to find a solution to the problem.

Jim LeClare, 115 Whispering Oaks Circle, St. Augustine Beach, FL, recapped that the elevated walkway has been working pretty well since 2014; the boardwalk has two small ten-foot sections that are grade level and he proposed some silt fencing; there were cars being unloaded at end of Madrid Street and people are starting to go behind Whispering Oaks to go into town; when the construction starts on Madrid Street, it will make their life a lot harder and for those in Whispering Oaks too and people are starting to cut through where kids are playing.

Nick Binder, 232 Big Magnolia Court, St. Augustine Beach, FL, suggested that the presentation by Mr. Patty could be summarized in the Beach Journal; it is time for another quarterly update on the American Rescue Plan Act (ARPA); is there any effect from the debt bill that was just passed on any committed or remaining ARPA funds; there is still a non-functioning street light at the corner of Madrid Street and State Road A1A and that the City Manager has sent many memos to FPL and the latest is that the new fixture needs to be ordered but that nothing has happened over the past five months; the traffic light at Marsh Creek and State Road A1A is a huge expense and he encouraged the City to talk with the County because it is an accident waiting to happen and a traffic analysis would cost about \$12,000 to \$15,000, which the County could afford to do for that location; thanked the City for putting in the "No Parking" signs on Madrid Street; asked the City to consider a rubberized surface for Splash Park; the Sea Colony walkway had a wonderful analysis on Page 60 in this month's report but it is still an issue of dead vegetation, which is spreading to other areas and that Florida Fish and Wildlife has been contacted for endangered species; high waters have eaten the dunes, which could be a safety issue and he asked if Sea Colony got permits for the extended walkway and if it is ADA compliant, etc.

Jason Kern, General Manager of Embassy Suites, 300 A1A Beach Boulevard, St. Augustine Beach, FL, there was a water main break on Pope Road on May 19th and that they had a two hundred person Chamber event going on without water; he thanked the City and said that the Vice Mayor was at that meeting and stepped out to take his call right away and was instrumental at getting it back up as quickly as possible.

Mayor Samora closed Public Comment and advised that there were a couple of things he would like to follow up on. He said that the Atlantic Beach and Tennis Club residents are probably feeling a little uneasy since Mr. Tredik is gone and he asked if there was a plan for a meeting. City Manager Royle advised that he and the Engineering Director would reach out to their association. Mayor Samora asked the Public Works Director if he was able to look into some sort of fencing for the snakes on the boardwalk. Director Gatchell advised that he briefly looked into it and that it would have to be locked down at the bottom, but then the snakes could drop onto the boardwalk and not be able to get out. Mayor Samora asked the Building Official about the permits for the Sea Colony extended walkway that Mr. Binder asked about. Building Official Law advised that he does not typically permit dune or beach walkovers because the Department of Environmental Protection (DEP) regulates them to be built to come apart in a storm so they would not cause extensive damage to the dunes, whereas the Building Code intends for everything to stay. He said that anything being built that encroaches a dune would not be a City matter and would need DEP

permitting. Commissioner George asked if the City got a copy of the permit. Building Official Law advised that we do not do anything with it. Commissioner George said that people had asked to see it because they were curious about the specific chemical that was used. Mayor Samora advised that those were two separate matters. Building Official Law advised that the City has the report from the individual who contracted with the government to do it and that he believed that the chemical used was "Round Up" and that the Water Management District was involved and would be monitoring it and that Code Enforcement would be inspecting it in thirty-days. Mayor Samora said that anyone could contact the City to obtain that information.

Mayor Samora asked if the DEP would have permitted the Sea Colony walkway. Building Official Law said possibly; that traditionally anything seaward of the coastal construction line they would either give their blessing or a permit was not needed. Building Official Law asked if it was the main Sea Colony boardwalk. Mayor Samora said it is a boardwalk that sticks out farther than the rest, which is what Mr. Binder's concern was. Building Official Law advised that the City did not permit it, nor do they permit the boardwalks that the City is currently building, and that the County does not permit theirs either because of accessibility issues and the fact that poles are designed to come apart in a storm.

Mayor Samora suggested for Mr. Binder to check with the management group for Sea Colony or the DEP.

Mayor Samora moved on to Item IX.

IX. COMMISSIONER COMMENTS

Commissioner Sweeny apologized for missing the last meeting and thanked the Commission for excusing her. She asked the City Manager if the City's Public Information Officer, Ms. Conlon, could also put the IQ Fiber information on the City's social media channels to help get the word out. She advised that it did not go over very well in the Sea Grove subdivision and that more upfront communication could have solved some of these problems.

Commissioner Morgan said that she was going over the agenda book and remembered the Vision Plan talking about being a "Smart City" and that she wondered what it meant. She said that she went to the last Northeast Florida League of Cities meeting and there was a great speaker who was a big proponent of these initiatives for Smart Cities and that it would be great to have him come speak to the City because it was helpful to hear the logistics of how they make a city a "Smart City".

Vice Mayor Rumrell apologized for being late. He said City Manager John Reagan recently retired from the City of St. Augustine and that raised concerns for him because the City does not have a plan in place for when the City Manager retires. He would like to have support from the Commission to put in place a ninety-day succession plan for if the City Manager were to retire or something were to happen that would allow us to move forward. He said that he would also like to have support to have a one-year contract with the City Manager starting October 1, 2023, with a ninety-day review prior to an extension because other city managers and administrators have contracts. He believed that it was time to have something in place for the City to protect itself. Mayor Samora asked the City Manager to add it to an upcoming agenda. Vice Mayor Rumrell advised that the City Attorney could probably help write the contract that would be beneficial to the City Manager and the City. Commissioner George advised that it would probably require a super majority vote. Mayor Samora advised that those are things that would need to be flushed out and to put it on next month's agenda if there is room.

Commissioner George provided an update regarding a traffic signal at Marsh Creek subdivision/Madrid Street at State Road A1A, and she said that she finally has been scheduled to

attend Marsh Creek's HOA board meeting to discuss it on July 25th. She advised that she previously reached out to the County to see if they would have a mechanism for contributions on the expenses but that she hit roadblocks from all government sources. Opening that discussion in a more formal capacity with the interested parties would help us find out if there is any interest. She said that in the event that we would have to do this alone, that there are a number of private and governmental agencies, but that all expectations are that the State is not going to help. She said that she would keep twisting the arms of our County Commissioners now that we have it on the books.

Commissioner George asked if the City had a master events calendar that showed all the permitted events in the City, such as non-profit events, private events, City events, etc. City Manager Royle advised that he did not believe so. Commissioner George said that it would be a great idea for the City's Event Coordinator to share her calendar so that people could have the knowledge ahead of time when planning their day at the beach. She said that it would be an easy thing to add and would help the community.

Commissioner George said that we would be discussing 2nd Street improvements, but that she has been getting a lot of requests for more details for a timeline of completion and to address it later in the meeting.

Commissioner George said that the City of St. Augustine has now installed a permanent glass recycling drop-off location at the skate park on the north side of the island on Anastasia Boulevard and that City residents wanting to recycle their glass could now take it to that drop-off location. She asked the City Manager to reach out to the City of St. Augustine to see if it is feasible for the City to have a permanent drop-off location such as in the City Hall parking lot, Mizell Road, or any other location that staff deemed to be a good location. City Manager Royle advised that he had already been in touch with them and that they are currently weighing the pros and cons and waiting to see how it goes and then we could decide whether to have our own glass recycling.

Commissioner George advised that she was contacted by a citizen with concerns about our ditch maintenance because the 11th Street ditch and other ditches, in a high rain event, were dry due to a lack of maintenance. She said that she discussed it with the City Manager but had not heard anything back since that initial conversation. She said that it is her understanding that we do not have immediate access to the equipment but that the County owns them and uses them at various locations and that she would like a status update and that we reach out to the County to borrow or lease the equipment. She said that we are in the middle of updating our Stormwater Master Drainage Plan, but it is not going to work if our ditches do not work. She said until we get the new Plan updated and projects in the works, we need to maintain what we have and do everything possible to prevent additional flooding. City Manager Royle advised that the Public Works Director looked at the County's equipment and it was not workable as a surplus sale and that he wrote a letter to Hunter Conrad today to ask if the County would give it to us. He advised that it would have to go on a County consent agenda, or they may want us to buy it and then they would need to make a proposal. Commissioner George asked if the City Manager would forward her a copy of the letter so that she could follow up with some of the County Commissioners to try to encourage a reasonable solution.

Commissioner George suggested that we should make a notation in the Comptroller's services that tells citizens that they can get their deeds for free from the Clerk of Court. She advised that every time you buy, sell, or pay off a mortgage, you get a letter in the mail from a third-party requesting money for a copy of your deed and it is a scam.

Mayor Samora said that the Chamber legislative breakfast was held at Embassy Suites and that he spoke with the City of St. Augustine's Mayor, Nancy Sikes-Kline, as well as Cyndi Stevenson,

and that it was a busy legislative session with almost two times more than the normal number of bills passed this session. He said that the County received a lot of appropriations with the focus on managing growth, roads, drainage, etc. He said that the City did not get anything appropriated from the State, but he did not think that we could have handled anything else this year. He said that Cyndi Stevenson promised to bring more home for us during the next session. He advised that the Tourist Development Council (TDC) has not had a meeting for a couple of months and that they would meet again June 19th.

Mayor Samora moved on to Item X.1.

X. PUBLIC HEARINGS

1. Ordinance 23-02, Final Reading, to Change Language in Chapter 10 of the City Code Concerning Solid Waste Collection for Vacation Rentals (Presenter: Patricia Douylliez, Finance Director)

Finance Director Douylliez advised that she is taking over from where Mr. Tredik left off and therefore, she may not be able to answer some questions without doing research first. She advised that the ordinance was tabled last month because we were considering either a non-ad valorem or an annual billing for transient rental locations and that agenda item XII.6 is the proposal for billing transient rentals annually through a non-ad valorem. The ordinance itself just clarifies that you are billed through a non-ad valorem and not billed directly. She said that regular businesses would continue to be billed monthly. She said it does not have to be in there if the Commission chooses not to go with a non-ad valorem for solid waste for transient rentals.

Finance Director Douylliez advised that last month we discussed trying to come up with an equitable way to bill the solid waste for transient rentals and after reviewing it farther, she realized that the 32-gallon cans are the trigger. We have 64-gallon and 96-gallon carts, and that 32-gallons is divisible into both, which is an easy, manageable way for her to send it to the Tax Collector and that the non-ad valorem would be based on 32-gallons with a minimum of \$190. We will set a range and then each individual customer would be analyzed and if they have a 64-gallon cart once a week, they would be billed for two (32-gallons cans) in the certification roll, which would be \$380 per year with one annual billing in their tax notice vs. getting a monthly bill from the City. She advised that the only difference in the pricing is adding in the two percent increase, which the Tax Collector takes from the City to do the billing for us. It would keep the rate flat and would keep each individual exactly where they are with the exception of that two percent increase. She said that in her analysis of the 167 transient rental customers that are currently billed monthly, that 51.5 percent (or eighty-six accounts) with one 64-gallon cart, collected one time a week, which is the minimum service that they could have, that the vast majority would also get that same price. She advised that 34.7 percent (or fifty-eight accounts) have multiple carts or multiple days of service and they too will be billed exactly what they currently are with the exception of the two percent increase to cover the cost that the City would pay the Tax Collector.

Finance Director Douylliez advised that the City would need to legally notice every transient rental owner and if this is approved tonight, an individual letter would be sent to each owner noticing them of exactly what the range is for the services, it would indicate that they would be billed as a non-ad valorem, and tell them exactly what their charge would be. She advised that we would need to get the notifications out right away so that we could schedule a Public Hearing and set the rates so that we can certify the tax roll in September.

Finance Director Douylliez advised that we like to set the range high because every change that we make would require us to re-notice customers unless we set a range and that her proposed range is \$190 to \$570 for the cart services, which covers everyone. She said that currently one 64-

gallon cart billed monthly totals \$371.80 annually vs. an annual non-ad valorem charge for two 32-gallon carts at \$190 each for a total of \$380, which is a minimal increase. This change would take a lot of the excess work off of Public Works to count cans and there would not be overages any longer. She said that we would monitor the transient rental locations and do a semi-annual audit to see if they need to increase their services. The drivers are on the same routes every week and they would recognize if someone was having excess or overflow issues. She said that then a supervisor would go out to document it and reach out to them and that any changes could be made mid-year to bill them for the difference that they were not billed for in the taxes.

Commissioner George asked if additional cans and bags would be collected. Finance Director Douylliez advised that they would be collected, and it would be monitored, and if the drivers see that it is a consistent thing that they would notify their supervisor and we would document it with photos and contact that customer.

Commissioner George asked if the transient rental customers would still have to purchase the carts from the City. Finance Director Douylliez said yes because it is the only way for us to manage what size carts they have in order to bill them. Commissioner George asked if the City would be billing for one additional bag once a year. Finance Director Douylliez advised no.

Commissioner George asked if the whole procedure would need to be articulated in the final ordinance. City Attorney Douglas said that he was not sure if the number 32 in the ordinance made it to the third reading or if there is the flexibility to put it in. He said that he believed that in the third reading that the Commission could adopt the language that is recommended by staff. He said that depending on how the motion and the second goes, and if the Finance Director could help articulate how she would like that language to read, then the motion and the second could include that. City Clerk Fitzgerald advised that the 32-gallon standard and non-ad valorem rates would be part of a separate resolution presented in the future, not included as part of this ordinance. City Attorney Douglas advised that as long as the ordinance is broad enough to give you that flexibility that you need for the 32-gallon calculation, then the third reading could pass as is tonight.

Finance Director Douylliez advised that we would set the rates and the resolution as we go forward, and we would have the Public Hearing after all the commercial locations are notified.

Commissioner George said that using the 32-gallon as the standard for a unit-based billing makes a lot of sense. Mayor Samora agreed and said that we would get away from monthly billing and can counting, it is annual billing, and it is revenue neutral.

Commissioner Morgan said that she liked all the streamlining, and she is glad to see the amounts are lower. She said that the memo in the agenda books referenced 167 transient rentals but the totals in the bullet points underneath do not add up to 167. Finance Director Douylliez advised that the difference is the people that have only the 96-gallon carts.

City Clerk Fitzgerald advised that since this was tabled last month that a motion is needed to pull it from the table first.

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

Mayor Samora asked if there would be any benefit to setting the range to start lower than \$190. Finance Director Douylliez advised that it could be set lower at \$100 to \$570 but that the first year would start at the \$190 level.

Motion: To take Ordinance 23-02 from the table. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner George. Motion passed unanimously.

Mayor Samora asked the City Attorney to read the preamble. City Attorney Douglas read the preamble.

Mayor Samora asked if everyone was comfortable with the way the ordinance reads or if anyone had any changes.

Commissioner George advised that she had two changes. She said that in the agenda books on Page 10, Paragraph 10, there is a typo on the second line after "*office of the City Manager*", which has a period and should be a comma or no punctuation at all. And then on Page 11, Paragraph (q) does not have a period or closed parentheses at the end of the paragraph.

Motion: To approve Ordinance 23-02 with correction of noted typographical errors. **Moved by** Commissioner George, **Seconded by** Commissioner Morgan. Motion passed unanimously.

Mayor Samora moved on to discuss Item XII.6 to set the range for the non-ad valorem. He said that the last suggestion from the Finance Director was that the range could be \$100-\$570. Commissioner Sweeny had concerns that setting it lower may cause confusion. Finance Director Douylliez said that she did not believe so but that they would field those questions as they come in. She said that she believed that the range would be set next. City Clerk Fitzgerald agreed. She said that a Public Hearing is the next step, which would need to be noticed and the detailed range would be included in that letter. She said that the last time we changed a non-ad valorem it was a two-page letter with very detailed information laid out for each one.

Commissioner Sweeny asked if the \$570 was based on a 96-gallon cart. Finance Director Douylliez said yes.

Commissioner George said that we could notice it at \$190-\$570 but at the adoption of it we would have the option to create a lower floor or higher ceiling. Finance Director Douylliez said that she believed that would be an option. Commissioner George suggested for communication purposes that sticking with the numbers based on current reality would be better and then create room when we adopt it.

Mayor Samora said that he was confused as to what would go out in the notice and asked if each property owner gets noticed with their actual assessment or just a notice with the range. Finance Director Douylliez said both because it is a combination. Mayor Samora asked if the range would be based on a 32-gallon unit. Finance Director Douylliez said yes and that she selected \$570 as the high number because $\$190 \times 3 = \570 but that the range would be based on 32-gallons of waste, which is what we would be charging them the multiples of in the taxes. She advised that the notice would be a very detailed letter with the specifics from the State about how we have to address the ranges and what their proposed cost would be. City Clerk Fitzgerald advised that it is just like any other Public Notice but with a little more detail letting them know what will be discussed and if they are interested, they could attend the meeting and the Commission could make changes to what was noticed at that time.

Commissioner George advised that given all that detail that she would like to express her support for the Mayor's optimism.

Commissioner Sweeny advised that she did not want to put out false expectations with a \$100 rate and then having to justify the \$190 rate.

City Attorney Douglas advised that for notice purposes and to prevent any complaints down the line, he suggested to choose the lower number at this meeting so that the notice would include that number. He encouraged the Commission to go with \$150 now instead of waiting.

Mayor Samora asked if a motion would be needed. City Attorney Douglas advised that staff needed the language for the notice to go out, which would currently state \$190-\$570. City Clerk

Fitzgerald advised that a consensus is all that is needed for choosing the rate since no formal action is being taken.

It was the consensus of the Commission to use the rate of \$150-\$570 for 32-gallons.

Mayor Samora asked if the Commission needed to set the date for the Public Hearing at this time. City Clerk Fitzgerald advised that it would be discussed at the July meeting.

Mayor Samora moved on to Item X.2

2. Ordinance 23-03, Final Reading, Pertaining to Changes to the Land Development Regulations, Section 6.01.03 (Building Setback Requirements), 6.03.05 (Design Standards for Off-Street Parking and Loading Areas) and 12.02.06 (Concept Review) (Presenter: Jennifer Thompson, City Planner)

City Planner Thompson advised that several changes were discussed at last month's meeting and that all but one were approved as written. The unapproved item was regarding compact parking and how many spaces we would allow per parking lot. She said that we discussed the possibility of writing out a table, which proved to be a little difficult because no matter how the table was written it would be unfair, so she decided to stick with the percentage. She said that she believed that Commissioner Morgan had the idea to stick with the five percent, but that we would round up, which would allow any parking lot with twenty or less spaces to have at least one compact parking space.

Mayor Samora recapped the other changes as being building setback requirements, standards for off street parking, and concept review.

Commissioner Sweeny asked if the setback requirements have already been adopted. Planner Thompson said that the setback requirements that were discussed were basically to clean up the language regarding decks. She said that the Florida Building Code does not exempt decks, but the City's Land Development Regulations did exempt decks that were under thirty inches in Section 6.01.03. We cleaned that up so that decks that are twelve inches and less would not require a building permit. Commissioner Sweeny asked if decks were considered an impervious surface. Planner Thompson advised that it would depend on the type of deck. She said that a wood deck with slats that do not meet each other would not be impervious but a sealed deck that water cannot flow through would be impervious. Commissioner Sweeny said that given the presentation by SEPAC earlier, and if we are no longer going to require permits, then who would be monitoring them. Planner Thompson said that the Code previously exempted all decks that were thirty inches or less so the City would actually be reviewing more decks.

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

City Attorney Douglas read the preamble.

Motion: To approve Ordinance 23-03. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner George. Motion passed unanimously.

Mayor Samora moved on to Item X.3

3. Appeal of Decision by the Comprehensive Planning and Zoning Board to Grant a Variance to Reduce Rear and Side Setbacks for New Swimming Pool and Related Improvements at 1020 Saltwater Circle, Sea Grove Subdivision. Appellant Mr. Michael McGrath, 1024 Saltwater Circle (Presenter: Jennifer Thompson, City Planner)

Mayor Samora advised that this is a Quasi-Judicial proceeding, and he asked the City Attorney to provide a review of the process. City Attorney Douglas directed the Commission's attention to

Section 12.06.04, Appellate Hearing, of the City's Code. He read the Land Development Regulations Section 12.06.04.

Mayor Samora advised that the Commission is not reweighing the evidence, we are simply affirming, reversing, or modifying the decision that was made by the Planning and Zoning Board. He advised that the process for tonight will be as follows: Planner Thompson will introduce the case for the Commission; Mr. McGrath will present his appeal; Mr. & Mrs. Payne, who were granted the variance, would be able to provide a response; the Planning Board Chair, Mr. Kincaid, would discuss the Board's reason for the variance; we will then take Public Comment; and render our decision.

City Planner Thompson advised that this variance was heard on March 21st by the Planning and Zoning Board for the application to reduce the minimum ten-foot rear and side setback requirements per the Sea Grove Planned Unit Development (PUD) Ordinance to five-foot each. This was for a proposed pool, pool deck, screen enclosure, and a waterfall feature at 1020 Saltwater Circle. She advised that the reason that the variance had to be applied for is because the Sea Grove subdivision has more restrictive setbacks than the City does when it comes to swimming pools, screen enclosures, and pool decks. She advised that the Planning and Zoning Board approved the variance and later an appeal was filed by their neighbor, Mr. McGrath, of 1024 Saltwater Circle.

Commissioner George asked if Sea Grove had more restrictive setbacks than the beach or if it was the other way around. Planner Thompson advised that Sea Grove's PUD is more restrictive with their pool setbacks and less restrictive with their building setbacks. She said that in the City of St. Augustine Beach a pool can be set back five feet from the rear and side property line, five feet to the water line or the screen enclosure, and pool decks can be two feet to your property line.

Mayor Samora asked the City Attorney if it would be appropriate to read the motion for when the variance was approved. City Attorney Douglas advised yes. Planner Thompson read the motion as written and provided in the agenda books on Page 36.

Mayor Samora invited Mr. McGrath to the podium to present his appeal.

Marcus Thompson, Trinity Law & Title, 62 Hypolita Street, Suite 2, St. Augustine, FL, stated that he is representing Michael McGrath who resides at 1024 Saltwater Circle, which is the property adjacent to the property where the variance was granted. He advised that their two main contentions that they have on appeal are primarily that the Planning and Zoning Board heard in finding that there was a hardship and in this case any hardship imposed by the pool and the improvements in the pool plan were self-created by the applicants. Those applicants in their own application admitted that a smaller pool could be designed to fit on the property.

Mr. Thompson advised that he included a relevant case from the Fifth District Court of Appeal for the Town of Indialantic v. Nance for the Commission's consideration tonight, which is a good case to look at because it annunciates some of the black-letter law on the considerations that a Commission should make when granting a variance. He advised that the primary consideration is whether there is a hardship, which is their main argument tonight. He said that the Town of Indialantic's case explains that a prerequisite to granting a hardship variance is the presence of an exceptional and unique hardship that is unique to that parcel of land and not shared by any other property owners in the area. In this case, the property is in a PUD and the lot in question is very similar to many of the lots in Sea Grove. The applicant did not present any evidence on the record at the original hearing as to whether that lot was unique in any way and therefore, we would argue that there is no hardship. In other words, a hardship may not be found unless no reasonable use of the property can be made and in this case the applicants stated in number one of the Consideration portion of their application that they could not have a swimming pool more than

five foot wide. So, they are stating that they cannot have a swimming pool or design a swimming pool to fit their lot size hence, they do not really need a variance.

Mr. Thompson advised that Mr. McGrath's property is extremely close to where the pool is being built. The properties are angled in a unique way and Mr. McGrath's master bedroom is in that back corner adjacent to where the pool and water features would go, which is the main concern.

Mr. Thompson advised that the next step in the analysis is that once a hardship is proposed, and in this case he would argue that there is no hardship, would be to look and see whether a reasonable mind could accept the conclusion and look at the factors in Section 10.02.03 of the Code of Ordinances related to the hardship itself, which we have already gone over. He said that other factors involve the precedential effect of the variance and whether it would create precedent. He said that in this case, all the lot owners in Sea Grove have very similar lots and everyone is facing the same situation and there is no particular unique hardship to this lot. In granting this variance, it really gives a homeowner in Sea Grove no guarantee that someone cannot get a variance to build a pool next to their property without proper parameters being set.

Mr. Thompson said that when you look at the considerations that the Board made at the prior hearing there really was almost no discussion of the hardship itself and it was found at the very end of the hearing without much discussion of the uniqueness of the hardship or whether the hardship was self-created. This Ordinance and the Code that limits the setback had been in effect much before the Paynes moved into the property, so they had notice of the limitations of the property before they moved in there, which is also a consideration in Section 10.02.03. In short, our main contention is that there is no hardship and that the Board erred in finding that there was a hardship.

Commissioner George said that Mr. Thompson stated that there was no evidence and she asked if the lot line survey would constitute evidence of the unique features and contours of the lot. Mr. Thompson advised that there was no evidence presented as to how this lot differs from any other lot in Sea Grove. He said that it is unique in that one corner, but it is not unique in its size. He said that many of the lots in Sea Grove are not the size to fit this type of pool design.

Commissioner Sweeny said that it states in their application that part of the uniqueness of the lot and the reasonable hardship is that they have a much greater setback in the front of the house, which reduced the back yard size. The requirements are only twenty-foot setbacks, and they have forty-foot setbacks and she asked if that would not constitute a hardship. Mr. Thompson said that they believe that the hardship is self-created because the Paynes had notice of the way that the property was located and where the setback lines were prior to moving in and that proper due diligence should have been done to see if a pool was even feasible.

Commissioner Sweeny said that as she read through the minutes from the Planning and Zoning Board meeting and all the backup materials that it looked like the applicant did agree to set the actual water of the pool line to have a ten-foot setback and that it is the decking that breaches. Mr. Thompson advised that it is also the uncertainty of the improvements because the ordinance is written rather broad in scope, and it does not set any limitations as to what can be within that setback. Commissioner Sweeny advised that it did in the motion that the Planning and Zoning Board made that there was agreement. She said that she believed that according to the plans the pool was just short by a couple of inches and that the decking was in an effort to provide more of a buffer for noise and visual and that is really why the variance was needed. Mayor Samora said for clarification that the variance was to five feet for proposed new construction of said improvements with exception of the pool itself, which shall maintain a ten-foot setback from all side yard to the water line so, according to the variance, the pool still has to meet the ten-foot setback. Mr. Thompson advised that it is mainly the waterfall that they are concerned about.

Commissioner Sweeny advised that that was not her understanding from reading the minutes at all. Mr. Thompson said that if you look at the five-foot reduction on that side, that is the side of Mr. McGrath's property, and the waterfall is going to be right there, which is their main concern.

Vice Mayor Rumrell said that during the minutes it said that they would not be running the waterfall at certain times. Mr. Thompson said he believed so. Vice Mayor Rumrell asked if both houses were there when Mr. McGrath purchased his house and if the current house with the pool was already built. Someone from the audience said yes.

Commissioner Morgan said that as she read through the Planning and Zoning Board minutes that it mentioned in several places, including comments by Mr. Thompson, that other variances with similar situations had previously been granted in Sea Grove. Mr. Thompson advised that he was not aware of the specifics of the other variances that have been granted and whether they were with respect to pools.

Commissioner Morgan read Mr. Thompson's comments from Page 29 in the agenda books of the Planning and Zoning Board minutes stating, "*the prior precedent is one factor....*", she said that she realizes that it is only one of several factors, but it seemed that in his own comments that he was acknowledging. Mr. Thompson said that it is one factor for sure. Commissioner Morgan asked if she was correct in that he was acknowledging that there was a precedence set by previous variances. Mr. Thompson advised that he could not comment because he did not know the specifics as to those variances. Commissioner Morgan said that Mr. Thompson had several times said that there was not enough of a description here of the uniqueness of the hardship. She said that all real property is unique because of its location. Mr. Thompson advised that he was talking in general and in the case of the Town of Indialantic v. Nance it is looking at the surrounding properties and whether it is unique to the properties in the area and that he did not think that there was much difference between the size of this lot and the parameters that are set. He said that most lots in Sea Grove would need a variance to build a pool in the back and that each of those lot owners are faced with the same issue so there is nothing unique about that and that is the point of the zoning ordinance is in and of itself. He said that when you build in that area, you cannot fit a pool in there, and you have to fit within those zoning restrictions.

Commissioner Sweeny said that she would like to follow up and make sure that she understands Mr. McGrath's objection correctly because as we have determined from the way it is laid out right now, they do not need a variance to put in a pool and that she thought that the pool was the issue, but Mr. Thompson is saying that decking and the waterfall are the issue. Mr. Thompson said that the primary issue is the water feature. Commissioner Sweeny said that she was under the understanding that the waterfall was a good thing for your side that was trying to put a level of privacy there to separate the two properties. Mr. Thompson said that it is mainly the noise from the waterfall and that he knows that it was mentioned in the record that they would only run the waterfall at a certain period of time. Commissioner Sweeny said that she thought it was in reference to the pool cleaning equipment but that she may have misread.

Mayor Samora said that the motion from the Planning and Zoning Board mentions that the hardship was for the contours of the property line and that he thought Mr. Thompson said that there is something unique about that corner of the property and if there was anything unique about the contours of the lot line in the location of the pool. Mr. Thompson said not particularly, and he asked if he was talking about the angle of the property. Commissioner Sweeny said that the lot looks like it narrows at one part where it goes to a seven-foot set back, which is a uniqueness of the property line.

Commissioner George advised that if you look at page four of the appeal application and the map of parcels, which is part of the record, it evidences to her that it is maybe only one of two lots, the

other being the neighboring property, which is on a concave slice so that the back is narrower than the front and the rear is also angled differently in a unique contour from the other parcels. She said that she is having a hard time with the conclusion of the allegation that there was no evidence of a unique feature or contours at all, and she asked Mr. Thompson to reply. Mr. Thompson said that he would agree that it is angled slightly and that he could not argue with that but that he does not think that it is a hardship that renders no economic use of the property because he believed that could build a smaller pool and design it within the parameters with a pool deck and everything.

Commissioner George said that the standard in the Town of Indialantic case states that, *"the hardship must be such that it renders it virtually impossible to use the land for the purpose."* She said that here the purpose would be construction of a pool and that that is a different standard than rendering it economically unusable. Mr. Thompson asked to repeat the question. Commissioner George said that to her the relevance of the Town of Indialantic opinion seems to indicate that the standard of hardship would be that it renders it virtually impossible to use the land for the purpose and in that case, it was *"for which it was zoned"* and here the application is for a pool and the question would be whether it is virtually impossible to use the land otherwise for a pool. She asked if it was reasonable to have a five-foot wide pool in his opinion. Mr. Thompson said that he believed it was and said that it could be a lap pool. He said that if you can build a pool on the property, then you can build a pool. He advised that when he looks at that analysis, a hardship may not be found unless no reasonable use can be made of the property, in this case for a pool, and if a pool can be built on the property, then that is a jury question whether it is a reasonable use.

Commissioner George said that it is more of a question of whether there is anything in the record that would support that because to her it seemed that the builder and the application said that it could not otherwise support a pool. Mr. Thompson said *"more than five-feet wide"* is what it says.

Vice Mayor Rumrell said that he is still confused because they have gone to the ten-foot setback for the pool with the current configuration of the pool, but the planter and waterfall are still the argument. Mr. Thompson said yes, the planter and waterfall are related improvements to the pool. Vice Mayor Rumrell said for the record that the size of the pool currently is okay, and the planter and the waterfall are the issue. Mr. Thompson said correct.

Commissioner Morgan advised that when she looks at the case that Mr. Thompson provided that the takeaway for her is that this is an appeal and not a jury decision and we are just sitting in a Quasi-Judicial appellate capacity. She read that, *"absent and abusive discretion or a clearly erroneous decision, the agency's decision should not be set aside."* She asked what the abusive discretion of clearly erroneous decision is. Mr. Thompson said that his argument is that there is no hardship in this case because when they admit in their own application could fit a pool, whether it is a five-foot wide vs. a ten-foot-wide pool, that he believed that a design could be made to fit a pool within the lot without having to apply for a variance, and since that is possible, there is no hardship in this case, which is his argument.

Commissioner George asked for clarification of Page 14 in the agenda books, Question 4 of the variance application states, *"otherwise there is no room for a pool."* Mr. Thompson referenced Page 13 in the agenda books, Question 1 of the application, which states, *"If variance is not granted there isn't enough space between the house and the rear lot line to have a swimming pool more than 5' wide."* Commissioner George said that on Page 10 in the agenda books, Question 9 of the application states again that there's no room for a pool. Mr. Thompson said that it conflicts with Page 13 of the agenda books, Question 1 of the variance application, which states that they could fit one if it is five foot wide.

Michael McGrath, 1024 Saltwater Circle, St. Augustine Beach, FL, said that the project that they are proposing is requesting not one, not two, but three variations, on three different sides, and three setback variations. He said that in practical terms that he did not think that the project was appropriate for that location given the close proximity of our two houses being only thirteen feet apart at his master bedroom to the corner of their house, and right there is where this project is starting. He said that the main problem is the pool being right outside of his master bedroom. He said that the project is an outdoor entertainment center with a cabana, a shower, an outdoor kitchen, and a lot of ancillary things besides the pool. Given the proximity of our two houses, it is not appropriate in practical terms to him. He said that as far as all the legalese goes, that he would leave that to Mr. Thompson. He said that the backside is conservation land, and it is right up against the St. Johns Water Management District marsh river right behind the houses, which restricts structures. He advised that his house is so close to the project area that it would definitely have an impact on his quality of life out back and the peace and quiet on his back porch and in his master bedroom. He said that he has owned the property since 2009 and has lived there permanently for about eight years and this would definitely change the environment and the peace and quiet. He said that he speaks with a little bit of experience because in the past both the Paynes and the previous residents have had rental pools and bouncy houses for a weekend for their parties, etc., which are no issue for a weekend or two or three days. He said that with pre-teen children in the house and a lot of children in the neighborhood, it would change the back of the house drastically as he had previously experienced with the rental pools and bouncy houses. That is fine for three or four days, but 24/7 would be a different story and those are his practical reasons.

Mayor Samora thanked him for his perspective as the homeowner.

Mayor Samora advised that he would like to give Mr. and Mrs. Payne an opportunity to address the Commission.

Carmen Pollitz, 2550 N. State Street, Bunnell, FL, is representing Mr. & Mrs. Payne and one thing that she would like to point out right away is the reference in the way the two houses sit and she showed an aerial view of the two houses.

Mayor Samora asked if this was presented at the Hearing or if this is new information. Ms. Pollitz said that it was new. Mayor Samora advised that it is not within the Commission's purview to weigh new information and that we need to stay within the scope of what was discussed at the Planning and Zoning Board meeting. Ms. Pollitz agreed and said that she was not aware.

Ms. Pollitz said that it was stated several times that the Paynes did not do their due diligence. If you want to purchase a home in Sea Grove, you ask certain questions. If you inquire about a swimming pool, they will tell you that the setbacks are five foot because that is what the HOA says, and they do not reference the ordinance that is on file with the City and that is what it has to go by, which is ten-foot setbacks. She said that they did their due diligence, and the pool is totally in compliance and if you take out five foot on that side where they cannot put any deck, then it would just be open space. She advised that the waterfall feature is solid natural stone, it is able to have plants in it, and is just sheer falls and it was all designed in an attempt as a blocker and it would totally block anything, no sound will go through that wall.

Commissioner Morgan said that she understands that it is designed to perhaps have that element make it more private, but this design does require the homeowner to request several variances. She said that there was mention of some previous granting of variances and she asked if that was discussed in the previous meeting because she does not want them to give the Commission anything that was not discussed. Ms. Pollitz advised that the original application contained several addresses and several of them she has done. Commissioner Morgan asked if they had similar

issues like this property. Ms. Pollitz said yes, and that the Paynes property is probably a little bit worse than the others. Commissioner Morgan asked her to clarify. Ms. Pollitz said because the Paynes property has a real lack of space in the back because of the house sitting back forty feet and then you have the atypical lot line where the house goes one way, and the lot line goes the other. Vice Mayor Rumrell asked if it was more of a hardship. Ms. Pollitz said yes and that they are not party people. She said that Mrs. Payne works from home, she would be there when the kids are home from school, and they just want a place to hang out with their family. She said that it is not have a cabana, it is a merely a roof, a barbecue area, and a table, etc.

Commissioner George asked if there was anything else in the record that she would like to point out to the Commission that evidences their hardship or the decision-making process of the Board. Ms. Pollitz said that basically sound travels and now she could build the edge of the pool right to the ten-foot setback and have nothing. She said that sound would travel like crazy back there, but if they have the waterfall wall then sound would not bounce around. She said that if they get what they want in keeping that side setback, then most likely that will end up happening.

Commissioner Morgan asked if there have been any revisions to the plan that was submitted because she sees that this was submitted about six months ago, you had the Hearing in March, and you are here now. Ms. Pollitz said only bringing the pool inside the ten foot setback.

Commissioner Sweeny asked how much noise the waterfall makes. Ms. Pollitz said that it would not make a lot of noise. She advised that the base of it is about five-foot wide, the front part is about thirty-six-inches with the waterfall in it, the top of it would have plants in it, and that the back would go higher and be two-foot thick with no waterfall in it.

Commissioner Morgan said that she was looking at the notes and that the variance that was approved was for both rear and side yard setbacks. Ms. Pollitz said yes. Commissioner Morgan asked if the rear was the pool deck going back from the house and the one side is planter/waterfall feature, which has been objected to by Mr. McGrath, and the other side is the cabana structure. Ms. Pollitz said yes, and she said that there are no windows in Mr. McGrath's house at that end and that the windows in the bedroom are at the rear of his house.

Mayor Samora asked Chair Kincaid to provide reasons for the Board's approval of the variance.

Kevin Kincaid, Comprehensive Planning and Zoning Board Chair, said that not having any impact on the outcome, that he would like to say that the considerable consideration that was given to this project and the variance request was done under the careful guidance of the Building Director and the City Attorney. He advised that when the Board considered the variance request that they spent a lot of time dealing with it and that the hardship that they were able to find was the contour of the lot and the placement of the house on the lot. He said for them to have reasonable use of their property and to conduct the construction that they wanted, that several minimal variances requests would have to be considered and approved. He advised that the Board took it in several parts as well. He said that the variance for the back is against a conservation area and there were no complaints or problems with that. He said for the one on the side that the Board did understand, listened to Mr. McGrath, and that they were looking for a compromise because we were trying to let the homeowners have reasonable use of their property, to enjoy life at St. Augustine Beach, and to respect the wishes of Mr. McGrath for privacy to enjoy his house. He said that there did not seem to be a compromise available, and you have heard Mr. McGrath's attorney tell the Commission that the problem was with the waterfall and the pool decking. He said that he did not want to speak for the entire Board, but it was a 6-0 decision, and that we did not hear about the waterfall and pool decking being the problem, we heard more of what Mr. McGrath said about this project being inappropriate and we do not want a pool at all. He said that looking at the problem, the Board chose to find their own compromise. He advised that the pool

could be built without a variance, but it would be a different or smaller size pool, but the Board did not think that it was completely reasonable to ask them to do that, but we did ask them in the variance to move the pool so that the waterline is completely on the part of the property where a variance is not needed. He said that the waterfall/planter feature is basically as a sound barrier and additionally we required a six-foot solid fence and for the variance to be approved, all of this has to be done and we also looked to see that Sea Grove had approved it as well. He said that the Board has approved a number of these in the past to allow people to use their property. He advised that for the Board right now, it would have been more precedent to deny it given the fact that the Board found a hardship with the contours of the lot being difficult to work with. We thought that we came up with a reasonable compromise, even though he did not think that everyone was interested in a compromise, and so they found what they decided as a Board, what they could live with and impose restrictions in the variance, which allows them to build their pool, enjoy their property, and it gives Mr. McGrath a level of privacy that the waterfall, the planter, and the six-foot fence would allow him. He advised that to do the pool without a variance, you have to get rid of the features, which the Board considered to be a sound barrier. He advised that that was the process we came up with, a lot of discussion went into it, and it was a 6-0 vote in the end.

Mayor Samora thanked Mr. Kincaid for his thorough explanation, and for his service on the Board.

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

Mayor Samora said at this point the Commission needs to decide to affirm, reverse, or modify the Planning Board's decision.

Commissioner George pointed out that in our ordinance, Section 12.06.04, it states that, *"the Commission's review is limited to the record and applicable law, we have authority to review questions of law, we must define whether in its opinion if an error was made"*, and that the case law that was provided to us also states that, *"our standard here is to ensure that the authority's decision is based on evidence that a reasonable mind would accept to support the conclusion that the Planning and Zoning Board made."* She said and to that effect, *"absent and abuse of discretion or clearly erroneous decision, the agency's decision should not be sent aside"*, which is the citation from the Town of Indialantic v. Nance.

Mayor Samora asked the City Attorney if there was anything that the Commission needed to be specific about regarding the motion. City Attorney Douglas advised that he would echo Commissioner George's recitation of the case law from the Fifth District Court of Appeal and also congruence with your own Code that states that you must decide *"only whether a reasonable construction of the evidence supports the decision under review."* He said that the content of a motion would either be to affirm, reverse, or modify the decision appealed as it deems just and equitable.

Vice Mayor Rumrell advised that he would like to make a motion to affirm the decision by the Comprehensive Planning and Zoning Board based on City Code, which there was no erroneous decision or misguided misuse and also through the case law that there was absent abuse or discretion clearly erroneous decision agency decision not be set aside.

Commissioner George suggested to amend that motion and to add that it is based upon a finding that the decision of the Planning and Zoning Board reflected a reasonable construction of the evidence in support of the decision that they made.

Motion: To affirm the decision by the Comprehensive Planning and Zoning Board based on City Code, which there was no erroneous decision or misguided misuse and also through also through the case law that there was absent abuse or discretion clearly erroneous decision agency decision not be set aside and that it is based upon a finding that the decision of the Planning and Zoning

Board reflected a reasonable construction of the evidence in support of the decision that they made. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner George.

Mayor Samora asked for a roll call vote.

Commissioner Sweeny: Yes

Commissioner George: Yes

Mayor Samora: Yes

Vice Mayor Rumrell: Yes

Commissioner Morgan: Yes

Motion passed unanimously.

Mayor Samora advised that the decision of the Planning and Zoning Board has been affirmed by a unanimous vote, the variance is good, and that the appeal is denied. He thanked everyone for their time. Commissioner George said that appeals are always difficult. Mayor Samora said that they are neighbors and hopefully would be good neighbors, but we have our ordinances, laws, and processes, and he commended the Planning and Zoning Board for a thorough job. Commissioner Sweeny said that reading through their minutes that they thoroughly discussed it.

Mayor Samora advised that the Consent agenda item was moved and would be discussed with Item XII.8 and he moved on to Item XII.5.

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 23-10, to Amend the Fiscal Year 2023 General Fund Budget for Ocean Hammock Park Expenses

This Item was discussed with Item XII.8.

XII. OLD BUSINESS

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

City Planner Thompson advised that this topic has been discussed at several Commission meetings, however, this is going to be the official second reading. She said that at last month's Planning and Zoning Board meeting, the changes to the sign Code were proposed and the Board did not have any suggestions or changes and it was approved as written. She advised that these are changes to the Code for non-conforming signs and the last time this was discussed there were a few small changes that were made but basically everything is the same.

Mayor Samora advised that the Commission has seen this before and hopefully everyone has reviewed the changes and that it looked like all the suggestions were incorporated.

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

Mayor Samora said that this was a good compromise to allow the signs that were there to be grandfathered in and that this moves us in the right direction. He asked the City Attorney to read the preamble. City Attorney Douglas read the preamble.

Motion: To approve Ordinance 23-04. **Moved by** Commissioner Sweeny, **Seconded by** Vice Mayor Rumrell. Motion passed unanimously.

Mayor Samora moved on to Item XII.7

6. Vacation Rentals: Discussion of Rates for Non-Ad Valorem Assessment or Annual Billing (Presenter: Patricia Douylliez, Finance Director)

This Item was previously discussed with Item X.1.

7. Installation of Electric Power on 2nd Street West of 2nd Avenue: Budget Resolution 23-09 to Appropriate Money (Presenter: Jason Sparks, Engineering Director)

Engineering Director Sparks said that the extension of 2nd Street west of 2nd Avenue has requested to have underground power installed and that Florida Power and Light (FPL) was approached some time ago and that they provided a ballpark estimate and a preliminary design. He advised that the estimate included the City providing surveying services and that he approached a surveying firm about providing the surveying services and also to accompany the FPL installation ballpark estimate, which he added a twenty-percent contingency if we still want to move forward with that approach. He said that the next step would be for him to obtain quotes from FPL approved contractors and to get approval tonight to move forward with transferring funds into the budget. He said in addition to that, there would be a contractor change order due to some items encountered in April and May regarding the groundwater table, construction of the roadway base, widening of the roadway and the cross slope of the roadway in the existing portion because construction is always difficult in an existing area. He advised that they encountered some things that were not in the design, which he anticipated to be around \$25,000 and that the change order, the increased amount for surveying, and underground electric would be around \$46,000 for a total of \$72,000 being requested tonight to be transferred into the FY 23 budget.

Director Sparks said that that they are working through the change orders right now, the requests have been submitted, but that he did not want to approve them before we got through this tonight. He said that once the change orders are approved, that there would be a revised schedule and that he would venture to say that the work would be complete by the end of this fiscal year.

Commissioner George asked if the sidewalk goes in at the end. Director Sparks advised that the sidewalk is being poured. He said that they met with the contractor last week and they were out pouring the sidewalk Wednesday through Friday. The inspector recently inspected it, but he has not received an update. Commissioner George said that they poured the south side and that she assumed that they would pour the north side as well to keep it moving along even though the utilities, the roads, etc. are still being worked out. Director Sparks said that they are doing what can be done while we are waiting for the change orders to be processed. Commissioner George asked if all the debris would be removed. Director Sparks said yes but that he did not have a date, but that he could find out when it would be removed. Commissioner George said that she takes that route a lot walking and biking and occasionally walks through it to see the progress and she gets asked by neighbors if she has any more details about the project. Director Sparks advised that he would make it a point to discuss it at his progress meeting this Wednesday.

Mayor Samora said that we are approaching the end of this project and he asked if this would be the last budget resolution. Director Sparks said that is his anticipation unless something comes up with the undergrounding of the electric and that he does not expect any from the current contractor.

Commissioner Morgan said that Director Sparks' frustration is felt by the Commission as well because everything is so expensive and there are so many change orders. She asked if we could not have foreseen these and budgeted better, or should we be looking at that right now before we approve this.

Commissioner Sweeny said that she appreciated that Director Sparks including a twenty percent contingency to try to foresee additional expenses. She asked for more information about the change order such as the staff asked for a summary of services for the nearly \$32,000 additional for Crawford, Murphy and Tilly (CMT). Director Sparks advised that it was his understanding that when the third alley was added as a change order earlier this year, that there was additional surveying, resources, and energy spent on the underground piping that was installed in the inlets along third alley that consumed a majority of the amendment that CMT had executed with the City. He said that he was still waiting for a summary of that information but that a certain level of information was provided to him today that did not meet his expectations.

Vice Mayor Rumrell asked if there is a way to negotiate some of that down because over the past four years that he has been on the Commission, he believed that we either were not properly bidding things out or that CMT is known for excessive change orders. He advised that he has sat through many County meetings and has rarely seen any change orders and that he feels that we are kind of stuck. He cautioned moving forward but said that he appreciated the twenty percent contingency. Director Sparks said that he believed that he would have structured it differently but that the summary of information would be his intent to understand exactly what it was spent on and to see if there is some relief from the engineering side.

Commissioner Sweeny asked how much in total we are over with this project. Finance Director Douylliez advised that she did not have that information but that she could start adding the numbers. Director Sparks advised that they recently starting performing some investigation of the invoices to date, which are around \$650,000 but that he did not know how much of that was over budget. Commissioner Sweeny advised that we had caps on what we could assess the homeowners and we are now at \$650,000 that the City is spending. Finance Director Douylliez advised that that is the overall expense for the entire project. She said that we had set the rate as high as we could go for the assessments, and we are now over and above the maximum that we were assessing the residents for their portion. She advised that the \$650,000 is just the total cost and that she would have to go back and see what the City's portion was and how much more the residents would be charged with. She said unfortunately, since we have maxed it out, that would be another decision of the Commission.

Mayor Samora asked the Finance Director to include that number in her report. Finance Director Douylliez agreed.

Vice Mayor Rumrell asked how that would change for future roads because the assessment is collected in arrears and the City is putting the money up front and are we kind of stuck now for future roads. Commissioner George said that there are no roads left. Vice Mayor Rumrell said that they wanted to do the road down by 4th Street. Finance Director Douylliez advised that at this point the City does not have the funding to do any roads because we are spending all of it on 2nd Street and we have a six-year timeline to recover two thirds of the fees from the residents. She said that she believed that this would be the third year that those charges would go through on their tax bill. Commissioner George said that we do have the option to consider a new assessment. Finance Director Douylliez said yes and that we would have to go through the same process since it is a non-ad valorem, and we would need to notify the Tax Collector by December. She said that if we finish this project at the end of the fiscal year, that we would have plenty of time because we would still have three years to go, and there would be time to notify the Tax Collector that we are going to extend it and notice the residents.

Commissioner Sweeny asked if part of the charges were for the connection cost from the home to the underground utilities. Director Sparks said no.

Commissioner Morgan asked what the ballpark does not include such as the restoration of the property. Director Sparks said that the acquisition and recording of the easements has been done by staff. He said this was if FPL was going to do the installation and that he is going to call three FPL approved contractors to get quotes, which would include clearing, trenching, backfilling, and that the installation of individual services to the homes from the transformer is what is typically paid for by the homeowner.

Mayor Samora asked if there is a trigger in the special assessment where the homeowner has to pay their individual connection in full. Finance Director Douylliez said that she did not believe so it is just billed directly to them and assessed over six years. She advised that there has been at least one person that had contacted her asking how the assessment works and that she provided them the information for the length of time, the rates, and what the maximum would be, and that they have never followed up beyond that but that she is not in the loop with the Property Appraiser sales.

Commissioner George asked if some of the funds were designated for CMT or were otherwise exhausted on third alley because she believed that that project was a part of the Stormwater Management Master Drainage System. Director Sparks advised that through his research that he would have to say that it was a change order for this project earlier this year. Commissioner George said that it would be worth understanding whether it is truly a part of opening 2nd Street or if it is simply completing a phase of our stormwater plan for budget and expense allocation purposes that were clear about what was the primary necessity or motivation on that. Commissioner Sweeny said that she recalled that it was part of the discussion about vacating that alley and we agreed to push the gas on that project. Commissioner George said maybe, but there were always preexisting structural issues for the homes on 4th Street that back up to it. Commissioner Sweeny said that she was saying this in support of what Commissioner George is saying. Commissioner George said that all of this stuff is part of the mix. Commissioner Sweeny said that she believed that it was a separate project. Director Sparks said that some of the expenses that could have been used for FPL were used for Third alley.

Mayor Samora asked where the \$72,000 would come from. Finance Director Douylliez advised that it would come from impact fees and that we initially had budgeted to do Oceanside Circle but that the bids came in substantially higher than what we had allocated and had within impact fees and that we are just moving it to 2nd Street.

Commissioner George pointed out that the homes advertised for sale are upwards of over one million dollars. She said that the City has not developed roads in the fashion that we have developed this one and that she thinks we should be aggressive about considering an additional assessment for those lot owners. Commissioner Morgan said that not all of the lots are for sale at that price or for sale at all. She said that the others would be extremely displeased if we do not consider that they intend to live there and share in that burden. Commissioner George said that that issue is one of structuring the terms for contributing the assessment, which is a policy decision that we could have further discussion on, and we had those discussions in depth when we first implemented the one assessment. She said that it was policy that led us to implement it the first time and if there are overages, then she would assume the same policy would apply.

Mayor Samora said that it took a long time for this road to get opened but we are getting it done and the fastest way to get our money back is to get these houses built and on the tax roll. He said that we made an obligation to do the undergrounding and we have to complete the project.

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

Motion: To approve Budget Resolution 23-09. **Moved by** Commissioner George, **Seconded by** Commissioner Sweeny. Motion passed unanimously.

8. Ocean Hammock Park: Rejection of Bid for Projects in Phase 3.1 of the Management Plan and Discussion Whether to Request the Florida Communities Trust to Allow Deletion of Projects from the Management Plan (Presenter: Max Royle, City Manager)

Item XI.4 was discussed as part of this Item.

Mayor Samora asked to discuss Item XI.4, the budget resolution, first.

Engineering Director Sparks advised that Ocean Hammock Park Phase II included a precast concrete restroom building and a crane was required to set the building. He said that the original quote that we had was open ended about the charges for the crane being assessed at the prevailing rate at the time the crane was provided. He advised that the contract and quote were earlier in the year, and we now have some additional costs associated with the crane that was needed to move the building from the Boulevard and again to set it on the pad. There were also some requests for change orders from the contractor not necessarily associated with the building such as backflow preventers, permitting fees, wastewater service, and piping modifications, etc. that were not included in the original contract that we entered into with Thomas May Construction Company. He said that he would also like to request additional funding for security cameras to be installed by staff. We are asking the Commission to consider this request for Budget Resolution 23-10 for a total of \$55,000.

Mayor Samora said that the prevailing rates for cranes have gone up quite a bit from \$10,000 to around \$40,000. Director Sparks advised that the \$10,000 fee included in the quote was for a Goldhofer, which is a flat trailer with motorized wheels on it.

Commissioner George asked if he thought that it was still keeping us ahead as opposed to building the restroom. Director Sparks advised that he believed that it would have been a wash. Mayor Samora said that cost escalations have been mind-blowing this year and that the cost to build one could have gone up three-fold as well. Director Sparks said that he did not believe that we should put time and energy into looking back at how the company did business with us because in the end we would probably be right back where we are now.

Mayor Samora asked what the timeline is for reopening the Park. Director Sparks advised before the end of this fiscal year, but that he is striving for it to reopen in June or July.

Commissioner Morgan asked if there was anything on the change orders requests that could be shaved down. Director Sparks advised that some of the items were already incurred earlier this year, but we really needed an As-Built Survey, that the pipe that was shown on the plans was different than what needed, and that the bump outs for wheelchairs are needed to meet code. Mayor Samora said that the contractor is absorbing a little bit as well. Director Sparks said yes.

Vice Mayor Rumrell advised that this is a policy issue because he believed that the contract was open-ended and the crane company kind of had us trapped. He said that he did not believe that legal or anyone else looked at it and that he has a problem with it policy wise. He said that moving forward, any contracts should be shared with the City Attorney to find these things because in the end they charged us what they wanted to and there was nothing that we could do about it. He said that he does not want to be put in this situation again where we are using ARPA or taxpayer's funds, etc. for an open-ended contract that does not benefit the City at all. Maybe this should be an agenda item that we should tackle.

Mayor Samora agreed and said that maybe we need to tighten up our contracts because he has heard a couple of times in a row where people have found ways to get more money because the contract was not airtight.

Commissioner George said that another point is that it is based on the "then current" market rate. She asked if Director Sparks called to find out what the market rate was from third-party providers

to argue whether their rate was reasonable. Director Sparks said that he hoped that they did. Commissioner George questioned whether we should be doing it as well. Director Sparks agreed and said that he certainly would have done it had it been him entering into that contract and that he would do that going forward. Commissioner George asked if the standard was based upon “their” current market rate or the “going” market rate because their rate may be different from the market rate and if we could substantiate a market rate that is more favorable then it might be worth arguing that. Director Sparks said that he did have them include the quote directly from the crane company but because he was not on the front end of this project, he was not able to do anything. Commissioner George asked if the crane company was third-party. Director Sparks said yes, they are a local company.

Vice Mayor Rumrell said that he met with Engineering Director Sparks, Public Works Director Gatchell, City Manager Royle, and Project Manager Adams and that he believed that the problem was that the building was delivered and could not sit along the side of the road, so the crane company had the upper hand, so we had no choice but to do it.

Finance Director Douylliez advised that we were on a deadline with the grant to get this done so we were more or less held hostage to that as well and there was no time to shop around at that point. She said that part of the contract states that they have to provide us with a copy of the invoice from the crane company so that we can vet what the charges are. She said in order for us to submit for reimbursement, we had to have As-Built plans, document the invoices, and to show that we paid all of the invoices. She said that she submitted for reimbursement and is waiting for them to review it and reimburse us for some of the cost.

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

Motion: To approve Budget Resolution 23-10. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner George. Motion passed unanimously.

Mayor Samora asked Director Sparks to try to hold people more accountable and watch the contracts stringently moving forward.

Commissioner Sweeny echoed the Vice Mayor’s request and would like to see the discussion of the City’s contracts on the agenda as soon as possible.

Mayor Samora moved on to Item XII.8, the rejection of the bid for Phase 3.1.

City Manager Royle advised that the City received a bid for Phase 3.1, which includes a walkway from the restrooms to the center of the property, an observation deck, and the related expenses.

City Manager Royle and Engineering Director Sparks presented a PowerPoint titled *Ocean Hammock Park Update, which* detailed the background information from when it all started in 2005. City Manager Royle said that he found it incredible that it took so long to get that property. He explained that each of the grants that allowed the City to purchase the 11.5 acres and then the remaining 4.5 acres, we had to create a Management Plan, which consisted of conditions that the City agreed to in order to make us competitive to get the grants. We agreed to put in restrooms, a playscape, nature trails, signs, kayak storage, etc. He said that back in the mid-2000s, he went to Tallahassee for both of the grants, and the emphasis then was not just about conserving the property but using it for some kind of recreational purpose and you will see as we progress through this, that we are looking at changing that focus.

Engineering Director Sparks advised that they went through the Park Management Plan requirements from the 2009 and 2018 grants, and he described the chart he created for the PowerPoint presentation, which is also shown on Page 9 of the agenda books. He moved on to the next slide and advised that each Management Plan has a section called “Combined Site

Development and Improvement Requirements”, which is more detailed about each item that is required, and it is shown on Page 10 of the agenda books.

City Manager Royle moved on to show the Current Phase 2 portion of the PowerPoint presentation, which consists of the parking lot and a nature trail. Director Sparks pointed out some of the features such as the restrooms, a wastewater pump station, and a connector, which is part of a conservation easement amendment that he has been working with St. Johns River Water Management on.

The City Manager and Engineering Director moved on to the Phase 3.1 portion of their presentation, which is the proposed concrete nature trail, an observation platform, and plantings, which is the bid rejection that this agenda item is regarding. Director Sparks pointed out that the blue dash area shown on the slide is the concrete nature trail leading to the future Phase 3.2, the observation deck, the planting, etc., which was just put out to bid. City Manager Royle advised that we only received one bid that came in at \$826,210, we have \$150,000 in the budget so clearly the City does not have the money to do it.

City Manager Royle advised that this leads to what Vice Mayor Rumrell has spoken to him about which is whether we should continue on with the Phase 3 of the Park Development Plan. He said that Phase 3.2 is proposed to include a picnic pavilion, playscape, education area, nature trails, and an accessible connection to the beach walkway. He said that we would have to get specs developed and go out to bid. He said that he did not know where we would get the money and that we do not have any grants for Phase 3.2. He said that we only have \$150,000 and it is clearly beyond our means to do Phase 3.1.

Commissioner George asked if there was anything budgeted for Phase 3.2. City Manager Royle said no and that the key question is whether we continue on with Phase 3 or do we ask the State to allow the City to modify the Management Plan and delete some or all of Phase 3. He advised that Pages 3 and 4 in the agenda books is an email from William McMahon of the Florida Communities Trust (FCT) on the subject of whether some projects could be removed from the Park Management Plan, and that he basically said that they would consider it but that they prefer that it not be removed.

City Manager Royle said that if the Commission’s decision is to ask the State to allow the City to remove Phase 3, that we would certainly point out to the State the bid price for Phase 3.1 and that it is impossible for the City to afford, and also point out that the emphasis of the use of the land and the park has changed from recreation to more conservation. Director Sparks said that it would go from active recreation to a passive conservation area without any new construction.

Mayor Samora asked what the process is for revising the Park Management Plan. City Manager Royle said that he did not know but that he thought this would be modifying it. Mayor Samora clarified his question and asked what the process is for requesting a revision to the Plan without jeopardizing the grant funds. City Manager Royle advised that the only way to know that is to talk to the FCT people.

Commissioner George said that in the email from Mr. McMahon it looked like they are requesting a justification letter and clarity of which facilities the City would want to remove and why. City Manager Royle said yes and that is why we are here now asking the Commission to decide and direct staff as to what you would want to delete if anything.

Commissioner Morgan said that the email stated that the FCT always prefers that facilities be swapped rather than removed and that we need a Plan A asking them to do nothing, and a Plan B asking to swap or do limited things that are within the budget. City Manager Royle said that the term “swap” is a broad term that could mean all kinds of things.

Mayor Samora said that the Commission needs to give clear direction and that first we need to have a consensus for Phase 3.

Vice Mayor Rumrell advised that he talked to the Engineering Director and the City Manager about it. He said that moving the boardwalk was a contention, the height of the walkway was a contention for snakes, and from talking to residents, his understanding is that they prefer nothing more be done and to have it be a more passive park. He said that the majority of them may never go into the park, but they enjoy the boardwalk. He advised that he thinks that the City can do it based on multiple things. He said that the temperament of the community is that they do not want a park and that the restrooms have justified the last Phase and that they were needed because there are no restrooms at that end of the beach. He said that we have police that need radios, we have flooding issues, and he said that he would never vote for any more money for that park because we have other needs that are much more important, which would work better for the community, which is what they all said when they came to us. He said that we would probably owe as much as it would cost to build it out. Mayor Samora asked what is outstanding on the debt. Finance Director Douylliez said that she did not know off the top of head. Vice Mayor Rumrell said that this bid was \$826,210 and that Phase 3.2 would probably be another million dollars and we do not have matching grants to justify it and that he thought that it was time to bring it to the Commission and that he is looking for support to write the letter and to use the money for other projects that are more useful to our direct community.

Commissioner Sweeny said that she agreed with most of the Vice Mayor's comments and would support asking to eliminate Phase 3. She said that her only caveat is that it looked like bike racks were going to be part of Phase 3 and that she would like those to stay in. She said that if they say no, then they say no, but that we will never know unless we ask.

Commissioner George asked where the \$150,000 that was budgeted came from. Finance Director Douylliez advised that it was either City paid directly or from impact fees for park development. She said that there were two grants and that we have submitted for reimbursement of \$106,000 for Phase 2. She said that the second grant for \$60,000 was going towards Phase 3 that came in at a bid of \$826,210 and that the \$60,000 would not have significantly aided us in building that phase and so we would reject that and tell them that we are not going to use it. Commissioner George said that we could first submit the letter with justification for total elimination and if it turns out that there is going to be some sort of penalty, then we could submit another letter with justification for a modified request. She suggested to ask them for what we want first and then see if we need to come up with a Plan B based on their response. She said that unless the nature trail has to be hardscaped, that we could question whether it could possibly be something like crushed oyster shells or other lower cost materials, which might be an avenue for finding a swap.

Finance Director Douylliez advised that we have to take into consideration that the \$60,000 grant expires on September 30, 2023, and that we would have to use it, spend it, and submit for reimbursement by the end of this fiscal year, which makes it tight. Commissioner George asked if that grant was from the same entity and if so, could it also be part of what we ask for in the event that they reject our request that we ask that they grant us an extension while we work things out.

Commissioner Sweeny asked if the water fountains were already going in. Director Sparks said that there is one water fountain in Phase 2 near the restrooms.

Mayor Samora agreed with everything that has been said and that the sentiment in the community that we have all heard is to stop at Phase 2 if we can. He agreed with Commissioner George and that we should ask for everything that we want, which is to stop at Phase 2 and eliminate Phase 3 and then based on their response, we would have to figure out where we go next.

Vice Mayor Rumrell suggested too that several things should be included when writing the letter such as that wildlife has been a concern of the residents, that the park's structures would be a new concern if a hurricane hits, and that the dynamics of the community have changed from an active park to a conservation passive park. Commissioner Sweeny said to include as much evidence of justification as possible.

Mayor Samora opened Public Comment.

Jim LeClare, 115 Whispering Oaks, St. Augustine Beach, FL, said that there has been a lot of compromise and that he did not agree with everyone in the past but that he agreed now; spoke to William in Tallahassee and pointed out that you cannot put all of this stuff in and still protect the wildlife and preserve the natural communities; they know that St. Augustine has changed over the past twenty years, that this is what we have left, and that they would be willing to compromise; when William saw the survey that the City paid to have done, he jumped at it because of all of the tortoise nests; this is the last place in the south part of the City for wildlife to go; we are going to be a better community and he appreciated what the Commission has done.

Commissioner George said that those a good points to add to the justification.

Nick Binder, 232 Big Magnolia Court, St. Augustine Beach, FL, thanked the Commission for the actions that they would hopefully be taking tonight; suggested not trying to do the request in one or two pages, and to have a summary sheet with all the attachments and to show all the costs from day one; show the grants, show what the City has spent so that they can see that it was not fifty-fifty; if you have to put any of the things in from Phase 3, to do it by the restrooms and if you lose a few parking spaces that no one would mind.

Bobby Crum, 301 Spanish Oak Court, St. Augustine Beach, FL, thanked the Commission for their leadership and for capturing the will of the people; he believed that the residents are relieved that the boardwalk is staying where it is; in his discussions with the Sea Colony residents and other residents that everyone seemed to agree that the park was being overdeveloped; the legacy that the Commission can leave for future generations is conservation; spaces that are not developed are what people will appreciate; asking to conserve it is that right thing to do.

Mayor Samora closed Public Comment.

Mayor Samora advised that we have given direction to staff, and he asked if a motion was needed to reject the bid.

Motion: To reject Bid 23-03. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner Sweeny. Motion passed unanimously.

Commissioner George asked if a motion was needed for the instruction to removed Phase 3. City Clerk Fitzgerald advised that it could simply be a consensus.

Mayor Samora moved on to Item XII.9.

9. Vision Plan: Consideration of Holding Workshop in June (Presenter: Max Royle, City Manager)

Mayor Samora asked the Commission if they would want the workshop in June. Commissioner Sweeny said that she agreed with Commissioner Morgan and suggested that if we could get that gentleman here to talk about Smart Cities, to schedule the meeting around his availability. Commissioner Morgan said that is a great idea and that she did not know if we could squeeze in a workshop in June and that we potentially already have more than one meeting in July, but that she would like to have it sometime in the next few months.

Mayor Samora asked staff to contact that gentleman and to also coordinate the workshop with SEPAC and Planning and Zoning. He asked if the Commission wanted to try to have it in July. Vice

Mayor Rumrell suggested August. Commissioner George suggested that giving as much notice as possible would be more effective to coordinate so many people together.

City Manager Royle suggested to have it after the budget is passed in October. Mayor Samora agreed.

Mayor Samora moved on to Item XIII.10.

XIII. NEW BUSINESS

10. Former Police Garage Adjacent to Pier Park: Discussion Whether to Renew Lease with the Civic Association (Presenter: Max Royle, City Manager)

City Manager Royle advised that the lease with the Civic Association expires in August and we did not have it on the agenda last month because we were missing several Commissioners and he wanted the full Commission to be here to consider it. He said that he and the Police Chief discussed that the Police Department has storage needs but that the Chief does not need the facility at this point. He said that the recommendation is to renew the lease for whatever length of time the Commission thinks is appropriate.

City Manager Royle referenced a letter that he received today from Ms. Susan Brady, 121 14th Street, supporting the Civic Association's use of the building and the extension of the lease [Exhibit B]. He said that a woman with the Art Studio Group, who was here earlier, spoke very highly of the Civic Association. He said that they also use part of the space and are going through some modifications and that they need space now for storage.

Mayor Samora asked the Chief when he anticipated needing more space for storage. Chief Carswell advised that he is beginning talks now with the County about possibly funding another beach patrol officer and we are also finishing up a grant for more beach patrol vehicles. He said that in one or two years we would like to make that the beach patrol office. Mayor Samora asked if he would be comfortable with a two- or three-year lease. Chief Carswell said that a two-year lease would be fine.

Mayor Samora advised that his email has been flooded with support and that each entity makes good use of the building, they do good things for the community, and that he does not see any reason not to extend the lease until such time that the Chief needed it.

Commissioner Sweeny said that she had also received many emails of support, that she has attended some of their events, and that they do a fantastic job serving the community. She said that her only request would be to have the building's mural repainted because it is fading and that we have many local artists that would do a fantastic job and possibly do it free of charge. She said that she supports renewing the lease.

Mayor Samora asked if there was anything in the lease that we would want to modify. City Manager Royle advised that the lease is in the agenda books but that he has not seen anything that needed to be modified.

Commissioner George said that there are other organizations that might want to use it or have used it and she asked if subletting would have to be stated in the lease to allow for it or would a sublease be brought forward for approval. City Attorney Douglas said that number 5 in the lease could have a comma added at the end stating, "*without prior written permission from the City.*"

Bill Jones, Civic Association President, St. Augustine Beach, FL, thanked the Commission for their interest in renewing the lease. He advised that they are the lead on the lease because they are located in the City and that the Civic Association helped fund the Art Studio Group's startup. He said that a sublease is somewhat inaccurate because the Art Studio Group, the Friends of Scenic

A1A, and the Bocci Ball group do not pay any rent, the Civic Association pays everything, but we happily allow them to share the space.

Commissioner George asked if that needed to be addressed for what is allowable. City Attorney Douglas said that he would feel better if it were addressed. Commissioner George agreed. City Attorney Douglas brought up number 4 of the lease regarding insurance and asked the City Manager if he was comfortable with the intervals with which he is receiving the declaration page and the certificates of insurance. City Manager Royle said yes that they are current and up to date. Commissioner Sweeny asked if those other entities were named on the insurance policy. Mr. Jones said yes and when the Civic Association signed the initial contract in conjunction with the City and there was a waiver as far as any kind of liability.

Mayor Samora asked the City Attorney for his recommendations for any modifications. Commissioner George suggested to delegate that to legal to work out. City Attorney Douglas asked for a week to come up with additional language. Vice Mayor Rumrell asked if they could renew the lease now based on the language. City Attorney Douglas advised that you could have the renewal in place now and retroactively ratify it with the additional language that we put in. Commissioner Morgan said for clarification that paragraph 5 of the lease would add language regarding "written permission to sublet" and that paragraph 4 would have language added to make sure that the insurance policy covers any other users. City Attorney Douglas said yes. Commissioner George said that it could be a general approval of a three-year lease with a lease draft to be finalized by legal and staff.

Vice Mayor Rumrell asked the Chief if he would be okay with a three-year lease, and if he needed the building sooner, we could adjust it at that time. Chief Carswell said yes. Mayor Samora asked about the termination terms of the lease. City Attorney Douglas advised that it is a thirty-day notice.

Commissioner George asked Mr. Jones if he preferred a definite two-year lease or a three-year with the possibility of an early termination. Mr. Jones said a three-year and that he and the Chief had a great Zoom meeting and they talked about his needs. He said that they have a benefactor who is willing to buy a storage building and put it either at the Police Department or at Mizell Road to store non-law enforcement items that are taking up a lot of space. He said that sixteen years ago the Civic Association renovated the garage, which was not being used. He said that it is now usable, but it is not habitable because there is no plumbing and there is only enough room for a golf cart and a jet ski. He said that what really needs to happen is that the fire station needs to go and that the Chief needs a building that he could use that has enough room for two or three four-wheel drive vehicles and a small office there. He said that there is no reason why we could not squeeze a thousand square feet in for the non-profits so that we could continue to serve the community. Mayor Samora said that the County does plan to move the fire station in the future and at that point there would be major redevelopment, but he asked to keep with this discussion.

Mayor Samora opened Public Comment.

Annette Jones, 231 Pescado Drive, St. Augustine, FL, Chairperson, Renovation Oversight Committee of the St. Augustine Beach Art Studio Group, which has only been in existence for two months; trying to prepare for the renovations that are happening at that historical building; is pleased with the decisions that the Commission has already made; they have over one hundred members and many others who participate in outreach projects; they want to be supportive of the changes that are happening to the building and hope that their space is only shut-down for a short period of time; they would like to be kept up-to-date with changes and timelines; they believe that they are losing about one-third of their space and any further loss would affect them significantly; they are

fortunate to have Michael Dixon who is a great photographer and a certified historic preservation architect and she would like him to address the Commission with their concerns.

Michael Dixon, 32 Grant Street, St. Augustine, FL, member of the St. Augustine Beach Art Studio and was asked to come talk to the Commission about some facts; donated and helped install the art hanging system in September of 2021 and knows the space very well and has concerns with how the Art Studio will be compromised; as stake holders why were they not involved in the conversations regarding how the Art Studio space would be affected; after seeing the proposed plan of the changes presented to the Commission on March 6th, that he developed overlay plans, which Ms. Jones just handed out [Exhibit C]; the Studio would lose 27.2 percent of their floor area and the hanging rails would be reduced by 19.5 lineal feet; there are over one hundred artists including himself; they hang over ninety art pieces on the walls and the space for the Artist of the Month would be gone according to the concept plan; also compromised would be the lighting design, the work area for art classes, and the storage for chairs, etc.; the Cultural Council tells us that we would have to provide a new design and pay for the cost; we need to have a redesign of the lighting layout, the hanging system, and some plumbing; is concerned that the preliminary drawing has a little place for an electric box that has a column there; is concerned to have a handicapped toilet without a handicapped ramp; we have not seen the drawing but we have been told that it was sent to us; also told that there were several meetings that they were not aware of.

Paul Slava, 1575 A1A South, St. Augustine, FL, thanked the City and said that they are in support of the Civic Association that has been a great partner since their inception; they have been included in all their other things such as the 21st season of Music by the Sea, which has been branded for the past couple of years as Music and Art by the Sea; they have included them in grants for the First Friday events, which they cultivate through AGOSA and it bridges downtown and the beaches; we bring attention to the beach galleries because they are important; they give us a stipend through grants so we are actually able to pay some of our musicians and entertainment; partners with the City for annual events such as Art and Bark in the Park and that they could not have done it without Ms. Conlon; they are no cost to the City and almost pays for itself; he reiterated how important the storage is to them and that they are losing space; thanked the Commission because it sounded like the decision has already been made to renew the lease; maybe things will be dealt with later about the Cultural Arts corridor and having more things such as a performance arts venue when the fire station vacates; renewal of the lease is the most important thing right now.

Danielle Anderson, 2175 Mizell Road, St. Augustine, FL, thanked the Chief for agreeing to the lease; Friends of A1A were proud to bring the National Scenic Byway conference here, which is the first time that it had ever been done for Florida at the national level; is happy to be able to promote this community and the byway; thanked the Commission for supporting what they do.

Mayor Samora closed Public Comment.

Motion: To approve renewal of the lease for a three-year term with the Civic Association in a draft that is agreeable to the City Attorney so that it can specifically allow shared occupancy with the other non-profit occupants. **Moved by** Commissioner George, **Seconded by** Vice Mayor Rumrell. Motion passed unanimously.

Mayor Samora moved on to Item XIII.11

11. Financial Planning: Review of Long-Range Financial Plan (Presenter: Patricia Douylliez, Finance Director)

Finance Director Douylliez advised that the Long-Range plan is a little difficult to predict in this economy. She said that the graphs in front of you and the data provided are based on historical information but unfortunately it is a little muddy because we had Cares Act and ARPA funding so

over the past few years our revenues have looked very heavy. She advised that going forward, she has tried to level it out as much as possible. We will have grants and we have several years' worth of appropriations in grants that are already in the works and that she has trended them out to the best of her ability and that there has been some tweaking of the information going into the budget. She said that Director Sparks has looked at some of the capital plans and has projected them out slightly differently than what was given for this information.

Finance Director Douylliez has projected a modest five percent increase in expenses going forward but some things are more difficult to project like construction costs. She said that our ongoing maintenance of drainage issues and what was indicated in the presentation by CMT is that we could be spending upwards of \$400,000 a year, so she and the City Manager determined that we would roll those out slowly with \$100,000 in 2023, \$200,000 in 2024, and so on, ramping it up to the \$400,000. She said that one of her recommendations is that we continue to look at a stormwater utility fee to add additional revenue for these major projects that are unfortunately looming in our future based on the preliminary stormwater detail that CMT presented. She said that the Engineering Director would be looking at that further to try to nail it down a little better.

Director Sparks advised that he would take a closer look at the numbers and that is the best that he could do right now with the information we have. He said that maintenance is the key and that the best thing for us to do is to invest our money into the maintenance of the existing infrastructure, which very well may impact appropriations or grants that we need to build new infrastructure.

Finance Director Douylliez advised that unfortunately the City's needs are growing slightly faster than our revenues, which will always be a challenge and we just have to find a way to balance that and look for other revenue streams.

Commissioner Sweeny asked what she used for projecting property tax revenue, which looked like about a nine percent increase. Finance Director Douylliez advised that she based it on past history and some additional growth that is coming but it is slowing down, so it is more of the property values increasing. Commissioner Sweeny said that last year it was huge and then we saw a drop and she asked if the Property Appraiser had given any indication of what to expect this year. Finance Director Douylliez said that this is prepared well in advance of her first notification, which would be no later than July 1st. Vice Mayor Rumrell said that from a realtor's side he can help answer that question. He advised that the 32080 zip code encompasses the City, but it also goes all the way south and that it is looking at a three to five percent increase in home value this year, which is a substantial drop from last year.

Finance Director Douylliez advised that this is just a projection and that she will start fine tuning it more when we get into the budget and more data comes out. She said that it is very hard to trend what our interest is from our investments and our banking, but she sees it significantly increasing this year.

Mayor Samora asked if there was anything alarming on the horizon for the next five years. Finance Director Douylliez said no but that she does have concerns for the infrastructure needs of the City and whether or not we will be able to continue to receive appropriations in grants to assist with it because the bids and quotes are coming in significantly higher than the grants. She said that there is a definite need to get through the projects that we currently have and work on better modeling and estimates so that when we go for the grants, we would have a better feel for the numbers. She advised that she would rather receive too much and give it back than not have enough, which is the case we have right now. She said that ARPA is dwindling but we have a non-ending use of it until the funds run out. She said that we took the ARPA funds as a revenue loss, and we no longer have the 2024 and 2026 deadlines so we could use the funds as needed. If there

are ARPA funds in the budget for current projects, those may be able to be pushed out a little farther. She explained that when there are budget resolutions that take from that, then it is taking from another project.

Commissioner Morgan asked about the Projected Revenues and why the Intergovernmental Revenues go off a cliff. Finance Director Douylliez advised that it was easier to set up the ARPA funds as a separate entity to be able to track all our expenses and it gets transferred back and forth between the sharing of the expenses for ARPA funds for all the projects, which means that there are a lot of intergovernmental transfers. She advised that we also had the weir, which was a \$2.9 million dollar project. She said that all that should slow down as we stop having the funds for ARPA.

Commissioner Sweeny asked for more information regarding the Capital Asset worksheets such as where the information comes from. Finance Director Douylliez advised that it is an Excel spreadsheet, which has been modified going forward. It was an easy way for the Department Heads to share their information about what each of them believe their needs would be going forward and whether it would be City funds, grant funds, retirement of trucks, purchasing of new trucks, etc., which aids her for putting it into the actual budget. Commissioner Sweeny asked if the spreadsheet labeled FY 24 was for this upcoming fiscal year. Finance Director Douylliez said yes and that we are currently budgeting for it and all of it has been significantly modified since then. She said that we are just beginning to figure out what projects would be carried over and budgeted again for FY 24, which you will see more of as we propose the budget and that we will have a better feel for what it looks like in September. She advised that she is loading it into ClearGov right now, which will also trend it out.

Mayor Samora said looking at FY 27 that there are certain things that we know because we are going to have vehicles that need to be replaced, etc. and to keep a list of those so it does not sneak up on us.

Mayor Samora moved on to Item XIII.12.

12. Commission Meetings in July: Consideration of Holding Regular Meeting on Monday, July 10, 2023, Because of July 4th Holiday on Tuesday After the First Monday on July 3rd; and Scheduling Meeting on Monday, July 31, 2023, to Set the Tentative Property Tax Millage for Fiscal Year 2024 (Presenter: Max Royle, City Manager)

City Manager Royle advised that the July Commission meeting would normally be held on Monday, July 3rd, which is the day before the July 4th holiday and that some people may be out of town, and he asked if the meeting should be held on a different date.

It was the consensus of the Commission to hold its July meeting on July 10, 2023, at 6:00 p.m.

City Manager Royle advised that a second meeting is needed in July to review the budget and set the tentative millage rate and he suggested July 31st, which is a Monday. He said that typically the last Monday in July is when you set the tentative millage rate and the Property Appraiser puts it on the notice that gets sent to all the property owners in the City in August. He said that your first Public Hearing on the budget is usually the second Monday in September due to the Labor Day holiday.

It was the consensus of the Commission to schedule the budget meeting for July 31, 2023, at 5:30 p.m.

Finance Director Douylliez said that since she has been the Finance Director, we have tried to have individual meetings with each Commissioner prior to the budget meeting so that questions could be addressed ahead of time and that each Department Head would also attend to help answer

questions. She advised that they are targeting the week before the July 31st meeting and would be sending out requests very soon to schedule those meetings.

Mayor Samora moved on to Item XIII.13.

13. Florida League of Cities' Annual Conference: Designation of Commissioner to be City's Voting Delegate (Presenter: Max Royle, City Manager)

Discussion ensued regarding each Commissioners availability and desire to attend; that August 10th is when St. Johns County schools reopen; that Vice Mayor Rumrell is available; that there can be more than one attendee but only one voting delegate.

It was the consensus of the Commission that Vice Mayor Rumrell would be the Voting Delegate.

City Clerk Fitzgerald advised that registration is now open and that she would need to get the Vice Mayor registered as soon as possible because hotel blocks do sell out. Vice Mayor Rumrell said that he would get with her tomorrow.

Mayor Samora asked if a motion was needed to extend the meeting. City Clerk Fitzgerald said no.

Mayor Samora moved on to Item XIII.14.

14. City Attorney Services: Request for Approval of Addendum to Contract with the Douglas Law Firm (Presenter: Charles Douglas, City Attorney)

City Attorney Douglas advised that this request is based on two factors. The first is that over the last six to eight months the level of engagement has increased to almost a daily basis. He said that Attorney Blocker is the primary point of contact and that he is very attentive. If they are having a meeting and anyone from the City calls, he steps out and prioritizes any issue with the City from all the different departments and they are happy to do that. He said that they value the relationship with the City and want to continue to be a part of the City for the long-term and that he appreciated the Commission's consideration of this. He said that they understand that it is hard with the budget and that they are sensitive to that.

City Attorney Douglas said that the second factor is that inflation is real, whether it is the price of eggs, crane services, construction costs, etc., and the cost of legal services has also increased. This is a modest increase from \$6,000 to \$8,500 base price and they would keep in place the hourly rate of \$175 for litigation. He said for comparison their hourly rate for litigation for a regular client is \$375 an hour.

Commissioner George advised that she has never seen any billing records from the firm, so she does not have a way to gauge how much time they have been putting in or how much extra the City is paying for the services that are billed at the \$175 rate. She said that she is all about justification and documentation so that it is substantiated as opposed to just picking numbers and that she would be more comfortable if she could be provided with that information. City Attorney Douglas advised that the firm does provide that information on a monthly basis, and he asked if the Commission would like to receive that information as a carbon copy (cc) of the invoices that are sent to the Finance Department. Mayor Samoa advised to have staff submit the information to the Commission.

Commissioner George asked the City Attorney if the firm submits a summary of the time spent on other items that do not fall under the \$175 an hour rate. City Attorney Douglas advised that there is a flat retainer for handling phone calls, etc., and that the \$175 rate is detailed out. Commissioner George advised that it would be helpful if the Commission had records that showed an increase of work for the retainer fee increase, such as all the work we have been doing with the non-ad valorem and the new legislation, which may have taken a lot of extra time and so she does not know if those types of things caused the increase but, if that is the case, then those are done. She

questioned whether it was more about inflation, or the time spent, and that it would be helpful to see the time records. City Attorney Douglas advised that it is probably about fifty-fifty and that just last week, City Attorney Blocker said that he took eight phone calls on the same day about eight separate City matters and that they are always happy to take those calls and have done so even on the weekends. He said that the level of engagement has increased, and they are asking for the level of compensation to also increase.

Mayor Samora said that his level of engagement has been greater than with any other City Attorney, that he has been very happy with the counsel that has been provided, that he has heard the same from staff, and that this is the first request for an increase since signing the contract. Vice Mayor Rumrell said that he believed that initially they did not know the scope of things and wanted to review after a year, but that they did not come back for that discussion. City Attorney Douglas advised that it was a little bit of a risk for them because a different law firm was initially chosen over them. After negotiations, the other law firm wanted to charge so much that the City asked our firm to come back for a second interview and so they took that risk, charged less, and we are in it together.

Commissioner Sweeny asked what the terms are for the current contract, if it was ongoing, if we are still operating under that same contract, and when would the increase take effect. City Attorney Douglas advised that it is at the pleasure of the Commission and that if you are not happy with them, to let them know. Commissioner Sweeny said that she is just trying to gauge when this increase would take effect such as after the current contract term or if it would go into effect immediately. City Attorney Douglas advised that they would request that it be effective immediately, but that it is up to the Commission.

Commissioner Morgan advised that she and the City Attorney spoke on the phone previously and that he said that the level of engagement had increased but that she was not on the Commission at that time. She said that if it increased suddenly, then her concern would be whether some of these things may be situational, such as the Ocean Hammock Park boardwalk or other things that were happening, but they do not last forever. She commended City Attorney Blocker and appreciated his level of responsiveness. She said that she only contacted him once with one question, so it does not really affect her but that she had concerns about this sudden huge uptick and the reason behind it. She asked who the person is that is reaching out all the time and breaking apart the litigation charges vs. the retainer fee. She said that it is her understanding that part of the reason this all came about is because a bill was submitted for something that should be covered by the retainer fee. She has no problem with a very detailed bill for litigation that includes everything that anyone at the firm does, but when things are covered under the retainer fee, we would have no idea. She requested copies of the invoices and has reviewed them, but we have nothing to show that level of engagement. She said that she understands that City Attorney Blocker is dropping what he is doing to take City calls and that a lot of what we do is urgent, but to every client their matter is urgent. She said that if she were to raise her fees by the percentage rate that they are raising them, that she would not have any more clients. She is not saying that the rate is completely out of the range for what is normal, but that she did her homework to see what other cities are being charged, and that the higher fees were for significantly larger cities. We are a relatively small city and to make such a large jump at one time is something that she is not comfortable with but if it is the will of the Commission to make some modifications that she would like it to begin when the fiscal year begins because we do not have money in the budget for an increase right now. Most of this meeting we have been talking about other things that we are already dealing with that we cannot back out of right now and have to pay for to get through it so that we are not wasting the resources that we have already put into it. She suggested that the Commission consider an amount somewhere in between what is being requested and that we

make a contract for a certain period of time such as reviewing this contract every three years, which is approximately how long ago this current contract was signed.

Commissioner Morgan advised that she has experience dealing with other boards, both personally and professionally, and that she is not completely opposed to an increase, but she is opposed to the amount of increase being requested. She said that she does not think that it is out of the range of the reasonable amounts from other cities, but that she does not see that level of engagement for herself. She advised that if we sign an amendment, that we should designate someone from the City to be the contact person. She realizes that City Attorney Blocker is the main contact for the firm, but that we have also seen Mr. Douglas and Mr. McCrea, and she would like to have the roster of the attorneys that would be attending to the City's needs. She said that she thinks that it is a good idea to have more than one person but that we would want to know who that person would be so that there is not a situation where a meeting is being covered by someone who is not familiar with the City's needs.

City Attorney Douglas replied that City Attorney Blocker is the main point of contact, Mr. Taylor and Ms. Campbell are no longer with the firm, and that the reason that he has been in attendance recently is because City Attorney Blocker was away on military assignment, but he is back now and should be at the next City meeting and that he was happy to cover for him. He said that occasionally the City Manager or the Finance Director may call him. He said that the other point that was made regarding an invoice issue questioning the time that was on it, should demonstrate that they are willing to have the open-ended conversations and be clear and transparent, as we should be, because these are taxpayer's dollars. You, as Commissioners, need to be good stewards, and we respect that, and we want to be good stewards of the time that we charge. He advised that he had no objection to placing a time limit on the contract term and that any consideration of a rate increase, whether it is halfway, or the full amount requested, would be very appreciated.

Vice Mayor Rumrell asked the City Manager if he remembered what the initial bid was with the other law firm in 2020. City Manager Royle said that he did not remember. Vice Mayor Rumrell said that he believed it was around \$8,500. He said that he was okay with a three-year contract, and he asked if they anticipated any other raises over the next three years. City Attorney Douglas said no. He said that one of the other questions was whether this was a situational request, and we did not bring this to the Commission six months ago because we wanted to be certain that this was a continuing trend and not a temporary spike, which is why we waited until now for the request.

Mayor Samora advised that it would be difficult to adjust this, being so close to the new fiscal year, because we have to go through the budgeting process. He said to start it at the beginning of the new fiscal year would be helpful and to make it part of the budgeting process if there is going to be an increase. Another way to look at it is, if we are going to put a term on the contract, and there is an escalator in there, then we could plan for it. He said that we just went three years without an increase, so we have had the benefit of that as well, so it kind of comes out in the wash most of the time.

Commissioner Sweeny agreed with having the increase start with the new fiscal year if possible and having a term contract up to three years, but that she did not feel strongly either way about including an escalator in it. She said she did not know if an escalator would be easier than phasing in an increase rather than a large increase every three years.

Commissioner George advised that another benefit of having a fixed term is that it would generate a thought process of whether it is time to go out to bid again and to see what the market is doing, etc. but it has not been requested, so maybe not offer it. She said that it is important to her to be

able to gauge and provide the accountability that we are obligated to do as fiduciaries and that we should have some time records that show the time that is being spent, even for the retainer work. She said that one month it may be fifteen hours and another month it is fifty hours and that way both sides could gauge how affordable it is. Mayor Samora agreed that that was a fair request.

Commissioner Sweeny commended City Attorney Blocker because she has a high level of faith in him and appreciated his expertise dealing with city government but more specifically with the Commission and that she thinks that he is worth it. She said that she has seen a higher level of service since he took over and that he has also attended staff meetings and meeting with directors, which is one piece of evidence towards a higher level of engagement and, for the record, she appreciated his efforts.

Vice Mayor Rumrell agreed and said that City Attorney Blocker has been very responsive, and he has been able to figure things out. He said that he is okay with an increase and a three-year contract as long as they are good with starting it with the new fiscal year and no escalation until the third year and then bidding it out.

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

Motion: to work on a three-year contract with the Douglas Law Firm in the amount of \$8,500 a month with a \$175 an hour reduced fee for litigation with no escalation. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner Sweeny.

Commissioner Morgan said that some of the suggestions that she asked about were not discussed such as who would be included as attorneys on the amendment. Mayor Samora said that City Attorney Douglas replied that City Attorney Blocker would be the main contact and he asked if she wanted a list of everyone at the firm. Commissioner Morgan no, that she wanted to see if we were all in agreement before voting on whether to identify who would be the attorneys. Vice Mayor Rumrell said that he would revise his motion.

Amended Motion: to work on a three-year contract with the Douglas Law Firm in the amount of \$8,500 a month with a \$175 an hour reduced fee for litigation with no escalation and that the Commission would receive billables for the retainer and that Jeramiah Blocker would be the lead attorney, with Charlie Douglas as second, or another person capable if Mr. Douglas or Mr. Blocker... **Moved by** Vice Mayor Rumrell.

City Attorney Douglas advised that John Steinmetz often provides services to the City. Commissioner Sweeny said that it would be appropriate to put that in the contract. Commissioner George said that it would come back to us next month for a final time and she asked if Commissioner Morgan had anything else to add. Commissioner Morgan said no but that she just wanted to make sure because if we were going to have a motion, that she would want to include all the things that were necessary.

Commissioner George asked if his firm would be agreeable to something in the middle. City Attorney Douglas said yes, whatever is the will of the Commission. Commissioner George said that she has always been impressed with the level and quality of service and has never had any complaints and is grateful for their legal expertise but bearing in mind the finances and she asked Commissioner Morgan for her thoughts. Commissioner Morgan said that she would be much more agreeable to something in the middle because it is such a large jump at one time and that no one seems in favor of the escalation. She suggested to split the increase down the middle.

Motion withdrawn.

Commissioner George asked the Vice Mayor if would like to amend his motion. Vice Mayor Rumrell said no, not unless they are amenable up to \$2,500 additional and up to \$8,500 maximum.

Mayor Samora said that the middle would be \$7,250. Vice Mayor Rumrell said that City Attorney Douglas may come back and say that he needs the additional \$2,500, which may make us have to go out to bid and then he may say that he would do \$7,250 or \$8,000, which would give him a window of up to \$2,500 additional. Commissioner George asked the City Attorney if that would be a situation where he would have to seek approval and come back or could he be the decision maker today. Vice Mayor Rumrell said that if we bid it out that it would probably come back way higher than \$8,500. Commissioner George said that she does not want to go through the bid process, even though some may argue that it is better, but now is not necessarily the right time to do that because it would cause delays and uncertainty and that she would rather go into the new fiscal year knowing where we are going to be. City Attorney Douglas advised that they did try to take into consideration that if the City were to hire an in-house attorney that it would probably be at least \$10,000 a month in salary plus benefits, and we tried to come under that with the \$8,500. Commissioner Morgan said that we do not have the need for a full-time attorney, we need someone to provide assistance, but it is not forty-hours a week. She said that someone would have to divide their duties and act as in-house counsel and have another position because it is not enough to necessitate a full-time attorney. City Attorney Douglas agreed and said that that is why they did not go to the \$10,000 rate.

Mayor Samora said that \$7,250 is too low for what some are comfortable with and \$8,500 is a little too high and he asked if that needed to be sorted out tonight. City Attorney Douglas said that understands that the Commission would like to line it up with the fiscal year, which gives us more time and flexibility to come up with something that we are all in unity with. Commissioner Sweeny said that if the contract is already coming back to us, then he could do what he needs to do on his end, work with the City Manager, and come up with a figure that he is comfortable with to bring back to us with the contract. She advised that she is okay with \$8,500 but that she hears the concerns of other Commissioners.

Commissioner George advised that if she had those time records, that she would be much more comfortable because then she could be held accountable. She said that she does not have a problem conceptually with the increase and that it makes sense when looking at the comparisons. She said that by her calculations at \$325 an hour with twenty-six hours that she could see that it could be well founded but it is simply that process. She said that we have a purchasing policy in place for a reason and that she understands that this is outside of that, but it is just us doing our due diligence. She said that she is not opposed to the \$8,500, if it is a dealbreaker, and that she would take it on good faith that there has been some evidence provided here by testimony that it is well founded. She said that if they have any flexibility on their end and would willing to meet us somewhere in the middle that it would be appreciated because we are a City and we are desperate, the checkbook is always thin, and anything you could do to help us out would be great.

Commissioner Sweeny advised that earlier in the meeting we talked about discussing the policy and contract issues and as part of that discussion, she would anticipate potentially having an attorney review of contracts. She asked if that would fall under the retainer fee. City Attorney Douglas said yes.

Mayor Samora asked if the firm could provide any retroactive timesheets from the hours worked for the retainer. City Attorney Douglas advised that it had not been requested up to this point and it was not something that they had kept records of. Mayor Samora said that it has come up as a request from at least two of the Commissioners and he asked him to try to provide the best information possible because it would help with the decision. He said that if comes in at \$8,500, then the time estimates would help justify that, and he has no problem with that amount. He said that it would be a good faith effort to try to come back with some sort of timekeeping. He advised

that the Commission is in agreement with making a three-year contract with no escalation, and to increase as needed with the budget cycle.

Commissioner George advised that every time the City does not go out to bid, there are always whispers about it being favoritism or something else because there are attorneys on the Commission who are colleagues. She said with Mr. Blocker being a former elected official, that we have all worked well with him and have outside ties and relationships. She said that she is just trying to protect everyone as well as do her due diligence on behalf of the people.

Mayor Samora said that the Commission has given good direction. City Manager Royle asked when this needed to be back on the agenda. Mayor Samora advised next month.

Mayor Samora moved on to Item XIV.

XIV. STAFF COMMENTS

City Manager Royle said that he would like to thank Engineering Director Sparks for his help since he has arrived. He also said that Mr. Gatchell has stepped into the Public Works Director's position and that things are being taken care of and that he appreciated it.

Engineering Director Sparks advised that they have a lot going on and that he appreciated the support.

Public Works Director Gatchell said that he appreciated Director Sparks being here and that he has a lot on his plate right now. He advised that Public Works is running okay right now.

Building Official Law advised that the Publix Plaza/Regency Center has submitted their concept review for redevelopment of the area leaving portions of the other building and if you receive any questions, to please defer those to his staff. He advised that the Commission would see the final development order at some point. He said that last week Embassy Suites was granted a Department of Environmental Protection (DEP) permit for new coastal armoring inside the existing seawall that is failing and at some point, they would be permitting through us. Mayor Samora said that the Publix Plaza is on the agenda for the next Planning and Zoning Board meeting so word will spread quickly. Building Official Law advised that the meeting room is almost completed and that we are waiting for a replacement door, the table to be delivered, and the interactive monitor, and then it would be ready for staff to use.

Commissioner George said that she also gets questioned about Zaharias and she asked if there was any update. Building Official Law advised that they have not received anything else about Zaharias other than the dispensary letter several years ago. He said that when we finalize the sign ordinance, that the Zaharias' sign would have to be modified because it has been out of business for over two years and that he would likely have to remove the insert and install a blank at the owner's cost.

Police Chief Carswell advised that they are doing "Donuts with a Cop" event again tomorrow at Island Donuts at 8:00 a.m. and he invited everyone to join in.

Mayor Samora reminded everyone that SEPAC would have its meeting this coming Thursday and that the Planning and Zoning Board meeting is Tuesday, June 20th. He said that upcoming holidays are Father's Day on June 18th and Juneteenth on June 19th.

Mayor Samora moved on to Item XV.

XV. ADJOURNMENT

Mayor Samora asked for a motion to adjourn.

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

Mayor Samora adjourned the meeting at 10:17

Donald Samora, Mayor

ATTEST:

Dariana Fitzgerald, City Clerk

**City of St. Augustine Beach Building and Zoning Department**

To: Comprehensive Planning and Zoning Board
From: Jennifer Thompson, Planner
CC: Brian Law, Building Official and Bonnie Miller, Senior Planner
Date: June 6, 2023
Re: Proposed Code Changes, Nonconforming Signs, Draft Ord 2023-04

In February of this year, 25 local businesses received letters from the Code Enforcement Division to inform them that their current signs were legal non-conforming signs that would need to come into compliance with the City's Land Development Regulations by August 1st, 2023, as per section 8.00.10.

The Commission made several recommendations regarding non-conforming signs at their meeting on April 3rd, 2023, and then again at the May 1st, 2023, meeting. The Comprehensive Planning and Zoning Board heard the first reading of the proposed changes on May 16th, 2023, and approved the changes unanimously. During the June 6th, 2023, Commission meeting the second reading of the ordinance was approved by the Commission unanimously.

Sincerely,

Jennifer Thompson, CFM

Planner

Planning and Zoning Division

Sec. 8.00.10. Nonconforming signs.

All signs that are lawfully in existence or are lawfully erected and that do not conform to the provisions of this article are declared nonconforming signs. It is the intent of this article to recognize that the eventual elimination of nonconforming signs as expeditiously and fairly as possible is as much a subject of health, safety, and welfare as is the prohibition of new signs that would violate the provisions of this article. It is also the intent of this article that any elimination of nonconforming signs shall be ~~ea~~ affected so as to avoid any unreasonable invasion of established property rights.

(1) *Legal nonconforming signs:*

- a. A legal nonconforming sign is a sign that lawfully existed at the time of the enactment of this article that does not conform to the regulations as specified in this article.
- b. All legal nonconforming signs existing on August 1, 2016 may continue to be utilized only in the manner and to the extent that it existed at the time of the adoption of this article. ~~until August 1, 2023, at which time all remaining legal non-conforming signs shall be removed.~~ In addition to any other requirements of the code, repair of a legal nonconforming sign will be allowed only up to 50% of the fair market value of the structure, ~~and only if the sign owner acknowledges in writing, on a form approved by the city attorney, that the non-conforming sign will be removed by the owner or any assignee or successor in interest on or before August 1, 2023.~~ The city building official/~~designee~~ shall maintain a list of all legal non-conforming signs in the city. ~~and give notice to each sign owner of its duty to remove the nonconforming signs before the August 1, 2023 removal date and shall provide notice of this ordinance and its requirements to owners of non-conforming signs by hand delivery within 30 days after the effective date of this ordinance.~~
- c. A legal nonconforming sign may not be altered in any manner not in conformance with this article. This does not apply to reasonable repair and maintenance of the sign of less than 50% of the fair market value of the sign structure or to a change of copy provided that by changing the copy structural alterations are not required.
- d. Any building permit for an addition, alteration, or improvement valued at more than fifty (50) percent of the fair market value of the structure or building for work at locations where any nonconforming sign exists shall specify and require that such nonconforming signs located within the boundaries of the development site, and within the limits of the applicant's control, shall be brought into conformance with the provisions of this article, provided that if the nonconforming sign is a type of sign that is prohibited under section 8.00.03, Prohibited Signs in All Zoning Districts, it shall be removed.
- e. Legal nonconforming signs that are located on a parcel of property that is severed from a larger parcel of property and acquired by a public entity for public use by condemnation, purchase or dedication may be relocated on the remaining parcel without extinguishing the legal nonconforming status of that sign provided that the nonconforming sign:
 1. Is not increased in area or height to exceed the limits of the zoning district in which it is located;
 2. Remains structurally unchanged except for reasonable repairs or alterations;
 3. Is placed in the most similar position on the remaining property that it occupied prior to the relocation; and
 4. Is relocated in a manner so as to comply with all applicable safety requirements.

After relocation pursuant to this subsection, the legal nonconforming sign shall be subject to all provisions of this section in its new location.

(2) *Signs rendered nonconforming:*

- a. Except as provided in this section, a nonconforming sign may continue in the manner and to the extent that it existed at the time of the adoption, amendment or annexation of the article that rendered the sign nonconforming. This section shall not prohibit reasonable repairs and alterations to nonconforming signs.
- b. A nonconforming sign shall not be re-erected, relocated or replaced unless it is brought into compliance with the requirements of this article. An existing ground sign that conforms to the size and height limitations set forth herein, but is otherwise nonconforming, may be relocated a single time to another location on the same parcel.
- c. Any nonconforming sign shall be removed or rebuilt in full conformity to the terms of this article if it is damaged or allowed to deteriorate to such an extent that the cost of repair or restoration is fifty (50) percent or more of the cost of replacement of such sign.

~~(3)~~ *Signs for a legal nonconforming use:*

- ~~d.a.~~ New or additional signs for a nonconforming use shall not be permitted.
- ~~e.b.~~ A nonconforming sign ~~for a nonconforming use~~ that ceases to be used for a period of ~~twelve (12) six (6) months sixty (60) consecutive days~~ or is replaced by a conforming use, shall be considered a prohibited sign and shall be removed or brought into conformance upon establishment of a conforming use.

~~(3)~~(4) *Signs discontinued:*

- a. Sign structures that remain vacant, unoccupied or devoid of any message, or display a message pertaining to a time, event or purpose that no longer applies shall be deemed to be discontinued ~~after six (6) months~~.
- ~~b.~~ An existing nonconforming sign shall be brought into full compliance with this code in the event of a change of occupancy as defined in the current edition of the Florida Building Code.
- ~~bc.~~ A nonconforming sign deemed discontinued shall immediately terminate the right to maintain such sign.
- ~~dc.~~ Within ~~sixty (60) days six (6) months~~ after a sign structure has been discontinued, it shall be the responsibility of the property owner or the property owner's authorized agent to remove the discontinued sign and to ~~patch patch~~ and conceal any and all damage to any other structure resulting from removal of the sign.
- ~~ed.~~ Removal of a discontinued nonconforming sign shall include all sign support components, angle irons, poles, and other remnants of the discontinued sign, that are not currently in use, or proposed for immediate reuse as evidenced by a sign permit application for a permitted sign.

(4)(5) *Unsafe signs:*

- a. If the building official/designee determines any sign or sign structure to be in an unsafe condition, he/she shall immediately notify, in writing, the owner of such sign who shall correct such condition within ~~forty-eight (48) hours five (5) business days~~.
- b. If the correction has not been made within ~~forty-eight (48) hours five (5) business days~~, the building official may have the sign removed if it creates a danger to the public safety or have any necessary repairs or maintenance performed at the expense of the sign owner or owner or lessee of the property upon which the sign is located.

c. In the event of a State declared emergency the Building Official/designee may order any unsafe sign to be removed, braced, etc. regardless of the time frames specified above. The City reserves the right to have the sign removed by a city approved contractor at the owners expense.

(Ord. No. 16-04, § 2(Exh. A), 7-11-16)

(5) A nonconforming sign may continue to exist so long as it is not destroyed, abandoned or discontinued. "Destroyed," "abandoned" and "discontinued" have the following meanings:

a.

a. "Destroyed" means more than fifty (50) percent of the upright supports of a sign structure are physically damaged such that normal repair practices of the industry would call for, in the case of wooden sign structures, replacement of the broken supports and, in the case of a metal sign structure, replacement of at least twenty-five (25) percent of the length above ground of each broken, bent or twisted support. A sign will not be considered "destroyed" within the meaning of this section where the destruction is caused by vandalism or other criminal or tortious act.

b.

b. A nonconforming sign is "abandoned" or "discontinued" when a sign structure no longer exists at the permitted location or the sign owner fails to operate and maintain the sign for a period of ~~twelve (12)~~ six (6) months or longer.

DRAFT

ORDINANCE NO. 2023-04

AN ORDINANCE OF THE CITY OF SAINT AUGUSTINE BEACH, FLORIDA, MAKING FINDINGS OF FACT; AMENDING THE CITY'S LAND DEVELOPMENT REGULATIONS SECTION 8.00.10 NONCONFORMING SIGNS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING AN IMMEDIATE EFFECTIVE DATE.

WITNESSETH:

WHEREAS, the City Commission controls the use and regulation of its right of ways.

WHEREAS, the City Commission seeks to define and amend regulations regarding nonconforming signs located within the city limits.

NOW THEREFORE BE IT ORDAINED BY THE PEOPLE OF THE CITY OF SAINT AUGUSTINE BEACH:

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

SECTION 2. From and after the effective date of this ordinance, Land Development Code of Saint Augustine Beach section 8.00.10 is amended as follows:

Sec. 8.00.10. Nonconforming signs.

All signs that are lawfully in existence or are lawfully erected and that do not conform to the provisions of this article are declared nonconforming signs. It is the intent of this article to recognize that the eventual elimination of nonconforming signs as expeditiously and fairly as possible is as much a subject of health, safety, and welfare as is the prohibition of new signs that would violate the provisions of this article. It is also the intent of this article that any elimination of nonconforming signs shall be affected so as to avoid any unreasonable invasion of established property rights.

(1) *Legal nonconforming signs:*

- a. A legal nonconforming sign is a sign that lawfully existed at the time of the enactment of this article that does not conform to the regulations as specified in this article.
- b. All legal nonconforming signs existing on August 1, 2016 may continue to be utilized only in the manner and to the extent that it existed at the time of the adoption of this article. In addition to any other requirements of the code, repair of a legal nonconforming sign will be allowed only up to 50% of the fair market value of the structure. The city building official/designee shall maintain a list of all legal non-conforming signs in the city.
- c. A legal nonconforming sign may not be altered in any manner not in conformance with this article. This does not apply to reasonable repair and maintenance of the sign of less than 50% of the fair market value of the sign structure or to a change of copy provided that by changing the copy structural alterations are not required.
- d. Any building permit for an addition, alteration, or improvement valued at more than fifty (50) percent of the fair market value of the structure or building for work at locations where any nonconforming sign exists shall specify and require that such nonconforming signs located within the boundaries of the development site, and within the limits of the applicant's control, shall be brought into conformance with the provisions of this article, provided that if the nonconforming sign is a type of sign that is prohibited under section 8.00.03, Prohibited Signs in All Zoning Districts, it shall be removed.

-
- e. Legal nonconforming signs that are located on a parcel of property that is severed from a larger parcel of property and acquired by a public entity for public use by condemnation, purchase or dedication may be relocated on the remaining parcel without extinguishing the legal nonconforming status of that sign provided that the nonconforming sign:
 1. Is not increased in area or height to exceed the limits of the zoning district in which it is located;
 2. Remains structurally unchanged except for reasonable repairs or alterations;
 3. Is placed in the most similar position on the remaining property that it occupied prior to the relocation; and
 4. Is relocated in a manner so as to comply with all applicable safety requirements.

After relocation pursuant to this subsection, the legal nonconforming sign shall be subject to all provisions of this section in its new location.

(2) *Signs rendered nonconforming:*

- a. Except as provided in this section, a nonconforming sign may continue in the manner and to the extent that it existed at the time of the adoption, amendment or annexation of the article that rendered the sign nonconforming. This section shall not prohibit reasonable repairs and alterations to nonconforming signs.
- b. A nonconforming sign shall not be re-erected, relocated or replaced unless it is brought into compliance with the requirements of this article. An existing ground sign that conforms to the size and height limitations set forth herein, but is otherwise nonconforming, may be relocated a single time to another location on the same parcel.
- c. Any nonconforming sign shall be removed or rebuilt in full conformity to the terms of this article if it is damaged or allowed to deteriorate to such an extent that the cost of repair or restoration is fifty (50) percent or more of the cost of replacement of such sign.
- d. New or additional signs for a nonconforming use shall not be permitted.
- e. A nonconforming sign that ceases to be used for a period of six (6) months or is replaced by a conforming use, shall be considered a prohibited sign and shall be removed or brought into conformance upon establishment of a conforming use.

(3) *Signs discontinued:*

- a. Sign structures that remain vacant, unoccupied or devoid of any message, or display a message pertaining to a time, event or purpose that no longer applies shall be deemed to be discontinued after six (6) months.
- b. An existing nonconforming sign shall be brought into full compliance with this code in the event of a change of occupancy as defined in the current edition of the Florida Building Code.
- c. A nonconforming sign deemed discontinued shall immediately terminate the right to maintain such sign.
- d. Within six (6) months after a sign structure has been discontinued, it shall be the responsibility of the property owner or the property owner's authorized agent to remove the discontinued sign and to patch and conceal any and all damage to any other structure resulting from removal of the sign.
- e. Removal of a discontinued nonconforming sign shall include all sign support components, angle irons, poles, and other remnants of the discontinued sign, that are not currently in use, or proposed for immediate reuse as evidenced by a sign permit application for a permitted sign.

(4) *Unsafe signs:*

- a. If the building official/designee determines any sign or sign structure to be in an unsafe condition, he/she shall immediately notify, in writing, the owner of such sign who shall correct such condition within five (5) business days.
- b. If the correction has not been made within five (5) business days, the building official may have the sign removed if it creates a danger to the public safety or have any necessary repairs or maintenance performed at the expense of the sign owner or owner or lessee of the property upon which the sign is located.
- c. In the event of a State declared emergency the Building Official/designee may order any unsafe sign to be removed, braced, etc. regardless of the time frames specified above. The City reserves the right to have the sign removed by a city approved contractor at the owners expense.

(Ord. No. 16-04, § 2(Exh. A), 7-11-16)

(5) A nonconforming sign may continue to exist so long as it is not destroyed, abandoned or discontinued. "Destroyed," "abandoned" and "discontinued" have the following meanings:

- a. "Destroyed" means more than fifty (50) percent of the upright supports of a sign structure are physically damaged such that normal repair practices of the industry would call for, in the case of wooden sign structures, replacement of the broken supports and, in the case of a metal sign structure, replacement of at least twenty-five (25) percent of the length above ground of each broken, bent or twisted support. A sign will not be considered "destroyed" within the meaning of this section where the destruction is caused by vandalism or other criminal or tortious act.
- b. A nonconforming sign is "abandoned" or "discontinued" when a sign structure no longer exists at the permitted location, or the sign owner fails to operate and maintain the sign for a period of six (6) months or longer.

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

SECTION 4. The appropriate officers and agents of the City are authorized and directed to codify, include and publish in electronic format the provisions of this Ordinance within the City of Saint Augustine Beach Code, and unless a contrary ordinance is adopted within ninety (90) days following such publication, the codification of this Ordinance shall become the final and official record of the matters herein ordained. Section numbers may be assigned and changed whenever necessary or convenient.

SECTION 5. This Ordinance shall take effect immediately upon passage.

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.staugbch.com on the ___ day of _____, 2023.

M E M O R A N D U M

TO: MAX ROYLE, CITY MANAGER
FROM: PATTY DOUYLLIEZ, FINANCE DIRECTOR
SUBJECT: NON-AD VALOREM-TRANSIENT RENTALS
DATE: 6/21/2023

At the June 5th Commission meeting, the Commission voted to move forward with converting transient rental trash services to a Non-Ad Valorem fee. The Commission agreed to a range of \$150 - \$570 per 32-gallons of solid waste collection. The initial rate set was \$190 per 32-gallons of solid waste collected, based on the current level of service at each transient rental location.

Notices were mailed to all transient rental owners during the week of June 12, 2023, informing them of the change from monthly billing to an annual non-ad valorem assessment and alerting them of the hearing on July 10, 2023. At this hearing a final decision will be made to move forward with the agreement between the City and the St Johns County Tax Collector to begin the assessment in the upcoming tax billing cycle. Once this is approved, transient rental addresses will be added to the certified tax roll and submitted to the tax collector's office at the beginning of September.

The City Clerk has prepared Resolutions 23-03 Solid Waste and Recycling non-Ad Valorem Rate Transient Rentals and 23-04 Agreement with the Tax Collector on Transient Rental Solid Waste for consideration and approval by the Commission to move forward with this change. She has also prepared the Agreement with Tax Collector on Solid Waste Transient Rentals 20230615 for review and approval by the commission.

Actions Requested

1. The City Commission approve converting transient rental solid waste services to be billed as a non-ad valorem effective this tax billing cycle.
2. The City Commission approve Resolutions 23-03 and 23-04 as described above to implement non-ad valorem billing for transient rentals and authorize the tax collector to bill such.
3. The City Commission approve the standard agreement with the Tax Collector for the addition of the Transient Rental Solid Waste Non-Ad Valorem.

RESOLUTION NO: 23-03

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

**RE: ESTABLISHING A SOLID WASTE
COLLECTION, DISPOSAL, AND RECYCLING NON-
AD VALOREM ASSESSMENT FOR TRANSIENT
RENTALS**

WHEREAS, the City Commission of the City of St. Augustine Beach wishes to fund solid waste collection, disposal, and recycling services for transient rentals through a non-ad valorem assessment, and

WHEREAS, the City Commission of the City of St. Augustine Beach will establish the annual commercial non-ad valorem assessment range for transient rental solid waste collection at \$150 to \$570 and

WHEREAS, the City already collects non-ad valorem assessments for residential solid waste collection, disposal, and recycling, and

WHEREAS, the City Commission of the City of St. Augustine Beach desires to establish the annual commercial non-ad valorem for transient rental solid waste collection, disposal, and recycling assessments within the established range to fund the costs to provide said services.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE BEACH, FLORIDA, IN REGULAR SESSION ASSEMBLED:

The City Commission of the City of St. Augustine Beach hereby adopts a commercial solid waste collection, disposal, and recycling non-ad valorem annual assessment rate for transient rentals as follows:

Service	Annual Assessment
Commercial Waste Fee for Transient Rentals	190.00

RESOLVED AND DONE, this 10th day of July 2023 by the City Commission of the City of St. Augustine Beach, St. Johns County, Florida.

Donald Samora, Mayor

ATTEST:

Max Royle, City Manager

Resolution No. 23-04

A RESOLUTION BY THE CITY COMMISSION OF SAINT AUGUSTINE BEACH, FLORIDA, APPROVING THE TERMS AND CONDITIONS OF AN AGREEMENT ON THE COLLECTION OF A NON-AD VALOREM ASSESSMENT FOR SOLID WASTES USING THE UNIFORM METHOD OF COLLECTING SUCH ASSESSMENT BETWEEN THE CITY OF SAINT AUGUSTINE BEACH AND THE TAX COLLECTOR AND AUTHORIZING THE EXECUTION OF SAID AGREEMENT BY THE MAYOR OF THE CITY OF SAINT AUGUSTINE BEACH, FLORIDA.

WHEREAS, the City Commission of Saint Augustine Beach, Florida (“Board”) enacted Resolution 2020-18, creating a Solid Waste Non-Ad Valorem Assessment; and

WHEREAS, Resolution 20-18 provides for the collection of the levied assessments by the Tax Collector in accordance with Florida Statute 197.3632; and

WHEREAS, Florida Statute 197.3632 requires a written agreement attached hereto as **Exhibit “A”**, incorporated by reference, and made a part hereof, with the Tax Collector for the collection of the non-ad valorem assessments pursuant to the City of Saint Augustine Beach, Florida Code Article II. Solid Waste Non-Ad Valorem Special Assessment and the reimbursement of administrative costs associated with those collections. Said reimbursement is defined in the agreement as 2% of payments received by the Tax Collector.

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

Section 1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.

Section 2. The Commission hereby approves the Agreement with the Tax Collector attached hereto and authorizes the Mayor of the City to execute said Agreement.

Section 3. The Clerk of the Court of St. Johns County, Florida is instructed to record the original Agreement in the Public Records of St. Johns County, Florida.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the City Commissioners.

PASSED AND ADOPTED, this 3rd day of August 2020.

CITY OF SAINT AUGUSTINE BEACH

CITY OF SAINT AUGUSTINE BEACH

By: _____

By: _____

Max Royle, City Manager

Donald Samora, Mayor

ATTEST:

By: _____

Dariana Fitzgerald, City Clerk

Exhibit "A" to Resolution

AGREEMENT

This Agreement is entered into this ____ day of July 2023 between the City of Saint Augustine Beach, Florida (the **City**), a political subdivision of the state of Florida, and the Tax Collector of St. Johns County, Florida (the **Tax Collector**).

In consideration of the representations and agreements set forth below the parties agree as follows:

1. The Tax Collector shall perform such duties and tasks as may be required of them in order for the City to implement and use Section 197.3632, Florida Statutes, (Uniform method for levy, collection and enforcement of non-ad valorem assessments) in order to levy and collect the Solid Waste Non-Ad Valorem Assessment against the real property located within the City of Saint Augustine Beach, Florida created by City of Saint Augustine Beach Resolution 22-16, as authorized by City of Saint Augustine Beach in its Code.
2. The City shall reimburse the Tax Collector for all necessary administrative costs incurred by them under Section 197.3632, Florida Statutes, and to include, but not be limited to those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The County will compensate the Tax Collector an amount equal to two percent (2%) of the balance collected as commission pursuant to Section 192.091(2)(b), Florida Statutes, as opted by the Tax Collector on an annual basis during the term of this Agreement.
3. The City represents that it has complied with all necessary or desired requirements of Section 197.3632(3), Florida Statutes, and that copies of the adopted resolution have been mailed to the St. Johns County Property Appraiser, the St. Johns County Tax Collector, and the Florida Department of Revenue by July ____, 2023. A depiction of the property subject to the levy of the MSBU referenced in this Agreement and the Resolution of the City approving these assessments are attached hereto and incorporated herein by reference as **Exhibit "A"** and **Exhibit "B"**, respectively.
4. The parties agree that the non-ad valorem assessments shall be levied using the uniform method provided for in Section 197.3632, Florida Statutes, and shall be included in the combined notice for ad valorem taxes and non-ad valorem assessments provided for in Section 197.3635, Florida Statutes.
5. The parties agree that the non-ad valorem assessments collected pursuant to Section 197.3632, Florida Statutes, shall be subject to the collection procedures provided for in Chapter 197, Florida Statutes, for ad valorem taxes, including discount for early payment, prepayment by installment method, deferred payment, penalty for delinquent payment and issuance and sale of tax certificates and tax deeds for nonpayment.
6. The City represents that it has complied with all necessary laws and regulations of the State of Florida and the City of Saint Augustine Beach, Florida necessary for the passage of the non-ad valorem assessment referenced in this Agreement and for its collection by the Tax Collector.
7. In the event this non-ad valorem assessment or any portion thereof should be found or determined to be unlawful or unconstitutional, or if any type of refund is ordered or required to be made by the Tax Collector, the City agrees to provide the funds necessary for any such refund,

and, further, to reimburse the Tax Collector for any and all necessary administration costs incurred by them for said refund. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming.

This Agreement is entered into as of the date first written above.

TAX COLLECTOR OF ST. JOHNS COUNTY, FLORIDA

Dennis W. Hollingsworth, CFC, Tax Collector

CITY OF SAINT AUGUSTINE BEACH

CITY OF SAINT AUGUSTINE BEACH

By: _____

By: _____

Donald Samora, Mayor

Max Royle, City Manager

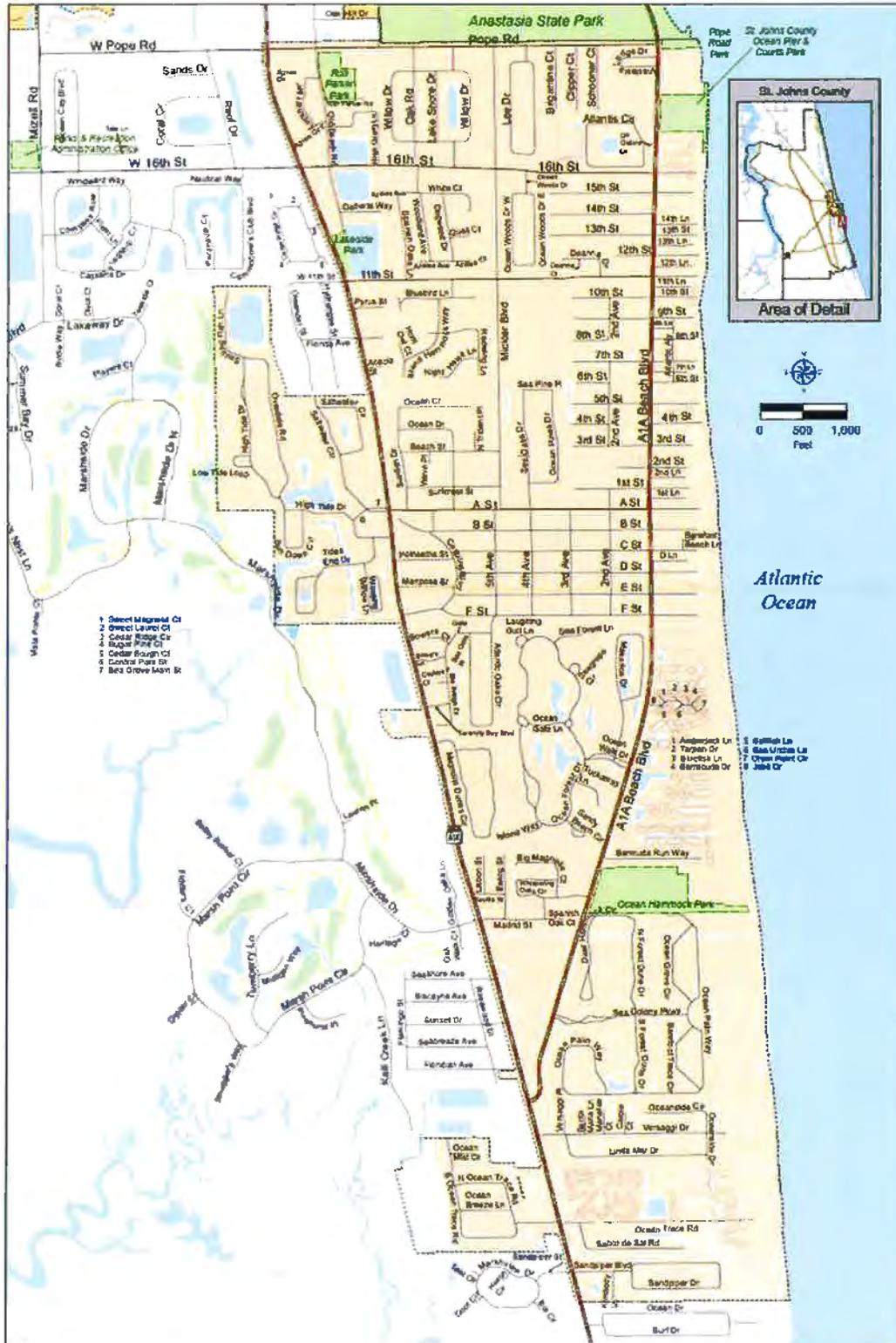
(SEAL)

ATTEST:

By: _____

Dariana Fitzgerald, City Clerk

Exhibit "A" to Agreement – Depiction of Assessment Area



099-1302
 This map is the official map with this jurisdiction and should be kept on file with every issue of taxes. The City of St. Augustine is not responsible for the accuracy or completeness of the data shown here.
 Map Prepared 5/11/2015



**CITY OF
 ST. AUGUSTINE BEACH**



Exhibit "B" to Agreement – Solid Waste Non-Ad Valorem Tax Resolution

M E M O R A N D U M

TO: MAX ROYLE, CITY MANAGER
FROM: PATTY DOUYLLIEZ, FINANCE DIRECTOR
SUBJECT: AUDITOR CONTRACT EXTENSION
DATE: 6/19/2023

Our current contract with our auditing partner, James Moore, has expired and we need to secure a new agreement with them for the upcoming audit cycle. The current agreement allows them five one-year renewals, however, to keep the prices reduced they have proposed a five-year renewal agreement. After discussing this with Jeremiah, while the length of engagement is five years in both examples, there is a difference in the language which will require commission approval. Given the current economic conditions, securing an agreement to lock in pricing for the next five years seems prudent at this time. At the end of the extension, the city may be forced to go out for bid, as per State Auditor General guidelines. I have attached a copy of the proposed agreement and our current agreement for your review.

If further information is needed, please let me know.

May 9, 2023

To the Mayor and City Commissioners,
City of St. Augustine Beach, Florida:

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of St. Augustine Beach, Florida (the City) as of September 30, 2023, 2024, 2025, 2026 and 2027, and for the years then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In addition, if applicable, we will audit the City's compliance over major federal award programs and major state projects for the years ended September 30, 2023, 2024, 2025, 2026 and 2027. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City's major federal award programs and major state projects.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the City complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI.

The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules
3. Pension and OPEB schedules (as applicable)

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with GAAS. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

1. Schedule of expenditures of federal awards and state financial assistance (if applicable)

Data Collection Form

If applicable, prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility, if the Data Collection Form is applicable. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form, if applicable, is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audits in accordance with GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America (if applicable); the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable); Section 215.97, Florida Statutes, *Florida Single Audit Act* (if applicable), and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General (if applicable). As part of an audit of financial statements in accordance with GAAS, and in accordance with Government Auditing Standards, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we exercise professional judgment and maintain professional skepticism throughout the audit.

We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

Significant Risks Identified

We have identified the following preliminary significant risks of material misstatement as part of our audit planning, which are being communicated to comply with auditing standards and do not represent any specific finding and/or concerns related to the audit:

- Override of internal controls by management
- Improper revenue recognition due to fraud
- Improper use of restricted resources

Our final communication of significant risks identified will take place upon completion of our audit.

Audit(s) of Major Program and/or Major Project Compliance

If applicable, our audit(s) of the City's major federal award program(s) and/or state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs and/or projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal award program and/or major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the federal programs as a whole.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the City's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major state projects, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the City's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of the state projects as a whole.

Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects, and performing such other procedures as we consider necessary in the circumstances. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will obtain an understanding of the City's internal control over compliance relevant to the audit in order to design and perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. Our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

As part of a compliance audit in accordance with GAAS, and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs and/or major state projects, and a report on internal controls over

compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance (if applicable) and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements (if applicable);
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the City is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the City complies with federal laws and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs and state financial assistance projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:

- a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, including the disclosures, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the City and others from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditors' report
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
 18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
 20. For informing us of any known or suspected fraud affecting the City involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
 21. For the accuracy and completeness of all information provided;
 22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
 23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
 24. For identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants.
 25. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review on the first day of fieldwork.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Additional Examination Engagements

You have requested that we examine the City's compliance for the fiscal years ended September 30, 2023, 2024, 2025, 2026 and 2027, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*

We are pleased to confirm our acceptance and our understanding of this direct examination engagement by means of this letter. Our examination will be conducted with the objective of obtaining reasonable assurance by evaluating whether the City complied in all material respects with the Statutes and performing other procedures to obtain sufficient appropriate evidence to express an opinion in a written practitioner's report that conveys the results of our evaluation.

Practitioner Responsibilities

We will conduct our examination in accordance with the attestation standards established by the AICPA. An examination involves performing procedures to obtain attest evidence about whether the City complied with the Statutes, in all material respects. An examination involves performing procedures to obtain evidence about the City's compliance with the Statutes. The nature, timing, and extent of procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement of the underlying subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some material misstatements may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards. However, we will inform you of any material noncompliance with laws or regulations, uncorrected misstatements, fraud, and when relevant to the underlying subject matter or subject matter information, internal control deficiencies that comes to our attention, unless clearly inconsequential.

Management Responsibilities

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For ensuring the City complies with the Statutes;
2. For the design, implementation, and maintenance of internal control to prevent, or detect and correct, misstatement of or noncompliance with the Statutes, due to fraud or error;
3. For selecting the criteria for the evaluation of the City's compliance with the Statutes;
4. Determining that such criteria are suitable, will be available to the intended users, and are appropriate for the purpose of the engagement; and
5. To provide us with:
 - a. Access to all information of which management is aware that is relevant to compliance with the Statutes, such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
 - b. Additional information that we may request from management for the purpose of the examination; and
 - c. Unrestricted access to persons within the City from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

Reporting

We will issue a written report upon completion of our examination of the City's compliance with the Statutes. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Nonattest Services

We will perform the following nonattest services: preparation of financial statements, preparation of schedule of expenditures of federal awards and state financial assistance and data collection form (if applicable). With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities. The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Patty Douylliez, Finance Director and contract accounting firm) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows. We will perform the services in accordance with applicable professional standards. This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm may advise the City with regard to different matters, but the City must make all decisions with regard to those matters.

Any nonattest services performed by us do not constitute an audit performed in accordance with *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

We do not host, are not the custodian of, and accept no responsibility for your financial and non-financial data. You acknowledge that you have sole responsibility for the storage and preservation of your financial and non-financial data.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditors' report to the date the financial statements are issued.

James Halleran is the service leader for the audit services specified in this letter. The service leader’s responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

<u>Year Ending September 30,</u>	<u>Audit Fee</u>	<u>Per Major Program/Project Single Audit Fee (if applicable)</u>
2023	\$30,000	\$4,000
2024	\$31,500	\$4,200
2025	\$33,100	\$4,400
2026	\$34,800	\$4,600
2027	\$36,500	\$4,800

Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of the City’s records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your personnel to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance may result in an increase of our fees.

We will not increase the fee over the agreed amount as long as the scope of the audit is consistent with the scope outlined in the Request for Proposal (RFP). The City is not completely in control of the scope of work for future years. Significant required changes may be mandated by federal, state, other regulatory agencies or accounting and auditing standards boards or by significant staff changes within the City. For these reasons, if the scope of the audit changes significantly from the scope outlined in the RFP, we would present for approval, prior to commencing work, why an adjustment in fee is warranted.

This engagement may be terminated by either party for noncompliance with the terms as noted in this engagement letter. The parties will provide 60 days’ notice of their intention to terminate the engagement. Upon completion of this engagement with the audit for the year ended September 30, 2027, new engagements can be entered into for two additional five-year periods, at the option of both parties. Any such engagements will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the City’s significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;

- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

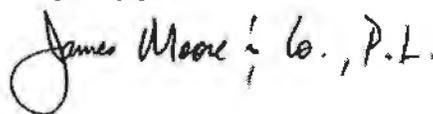
The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

In the normal course of business, we use the services of third-parties and individual contractors, which are not employees of James Moore & Co., P.L. Those services are performed at various levels and in various aspects our engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement we may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require us to handle confidential information and we expect third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, we require those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Your acceptance of this arrangement acknowledges and accepts our handling of confidential information including access by third-party and individual service providers.

This engagement letter includes the attached James Moore & Co., P.L. Standard Terms and Conditions as Attachment A which is incorporated and made a part of this engagement letter by reference.

We appreciate the opportunity to be of service to the City of St. Augustine Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



JAMES MOORE & CO., P.L.

City of St. Augustine Beach, Florida
May 9, 2023
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RESPONSE:

This letter correctly sets forth the understanding of the City of St. Augustine Beach, Florida.

By _____

Title _____

Date _____

Attachment A
James Moore and Co., P.L.
Standard Terms and Conditions

The terms and conditions set forth below are incorporated into the engagement letter agreement pursuant to which James Moore & Co., P.L. ("JMCO", the "Firm") will provide services to City of St. Augustine Beach, Florida ("Client").

1. **Management's Responsibilities** – Management of Client is responsible for establishing and maintaining an effective internal control system. JMCO services may include advice and recommendations which management may or may not adopt. Client's management shall be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by JMCO, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports, or other work product or deliveries to Client. Management is responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the engagement to JMCO. Client should retain all the documents, canceled checks, and other data that form the basis of income and deductions. If the engagement also includes tax services, these records may be necessary to prove the accuracy and completeness of tax returns to a taxing authority. Client has final responsibility for the tax return(s) and; therefore should review the return(s) carefully before signing and filing.
2. **Responsible Person** – Client designates the individual signing the engagement letter ("Representative") as the individual to whom JMCO should look to provide information, communicate, and answer questions. Client understands that JMCO will rely on the Representative designated above and that decisions by the Representative may be beneficial to some and detrimental to others. JMCO is directed to rely on the Representative for all Client decisions including but not limited to tax treatments, allocation of income and expense items, tax elections and accounting treatments. All communication with the Representative is deemed to be communication with Client.
3. **Advice in Writing** – JMCO only provides advice for Client to rely upon in writing. Casual discussions of tax, accounting or other issues and informal communication are not advice upon which Client can rely. Client agrees that the only advice from JMCO upon which Client may rely is written advice received from JMCO on our letterhead or via e-mail.
4. **Unencrypted E-Mail Use Authorized for Communication** – In connection with this engagement, JMCO may communicate with Client or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, JMCO cannot guarantee or warrant that e-mails from JMCO will be properly delivered and read only by the addressee. Therefore, JMCO specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted by JMCO in connection with the performance of this engagement. In that regard, Client agrees that JMCO shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. During the term of this engagement Client may elect by notification in writing to JMCO to suspend or terminate the use of e-mail.

5. **Cooperation** – Client agrees to cooperate with JMCO in the performance of JMCO services for the Client, including providing JMCO with reasonable facilities and timely access to Client’s data, information and personnel. Client shall be responsible for the performance of Client’s employees and agents and for the accuracy and completeness of all data and information provided to JMCO for purposes of this engagement. In the event that JMCO is unable to obtain required information on a timely basis JMCO may revise its estimate of fees, alter the services required and/or terminate the engagement.
6. **Independent Contractor** – Client and JMCO are both independent contractors and neither Client nor JMCO are, or shall be considered to be, an agent, distributor or representative of the other. Neither Client nor JMCO shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
7. **Payment of Invoices** – JMCO will bill Client for professional services, expenses, and out-of-pocket costs on a monthly basis. Payment is due within 30 days of the date on the billing statement. JMCO reserves the right to suspend work or terminate the engagement in the event that payment is not received within 30 days of the date on the billing statement. JMCO may also suspend work or terminate the engagement if information furnished is not satisfactory for JMCO to perform work on a timely basis. JMCO will notify Client if work is suspended or terminated. If JMCO elects to terminate the engagement for nonpayment or for any other reason provided for in this letter, the engagement will be deemed to have been completed for purposes of payment being due from Client. Upon written notification of termination, even if JMCO has not released work product, Client will be obligated to compensate JMCO for all time expended and to reimburse JMCO for all out-of-pocket costs through the date of termination. Suspension of work or termination of the engagement may result in missed deadlines, penalties/interest along with other consequences and Client agrees that suspended work or termination of the engagement shall not entitle Client to recover damages from JMCO. All fees, charges and other amounts payable to JMCO hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which shall be the sole responsibility of Client, excluding any applicable taxes based on JMCO’s net income or taxes arising from the employment or independent contractor relationship between JMCO and JMCO’s personnel. A late payment charge of 1½% per month will be assessed on any balance that remains unpaid after deduction of current payments, credits, and allowances after 90 days from the date of billing. This is an Annual Percentage Rate of 18%.
8. **Confidential & Proprietary Information** – Client and JMCO both acknowledge and agree that all information communicated by one party (the “Disclosing Party”) to the other (the “Receiving Party”) in connection with this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this agreement or (d) Client and JMCO agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other’s information, except to the extent that applicable law, regulations or professional standards impose a higher requirement. JMCO may retain, subject to the terms of this Paragraph, one copy of Client’s confidential information required for compliance with applicable professional standards or internal policies. If either Client or JMCO receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party’s confidential information, such party shall (if permitted to do so) provide written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives notice as provided herein, the notifying party shall be entitled to comply with such demands to the extent permitted by law, subject to any protective order or the like that may have been entered into in the matter. In the event that Client wishes to assert

a privilege or Client fails to respond and JMCO asserts the privilege on Client's behalf, Client agrees to pay for all expenses incurred by JMCO in defending the privilege, including, by way of illustration only, JMCO's attorney's fees, court costs, outside adviser's costs, penalties and fines imposed as a result of Client asserting the privilege or Client's direction to JMCO to assert the privilege. JMCO's techniques, judgments, methodology, and practices relating to its engagement practices are agreed by Client and JMCO to constitute proprietary confidential business information in the nature of trade secrets, security measures, systems and procedures which are in the nature of competitive interests which would impair the competitive business of JMCO should the information be released. Notwithstanding the foregoing, the terms of this paragraph shall not apply to contravene any statute or regulation.

9. **Disclosures** – Certain communications involving advice are privileged and not subject to disclosure. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, Client, Client's employees or Client's agents may be waiving this privilege. To protect this right to privileged communication, please consult with JMCO or an attorney prior to disclosing any information about JMCO advice. Should Client determine that it is appropriate for JMCO to disclose any potentially privileged communication; Client agrees to provide JMCO with written, advance authority to make that disclosure.
10. **Force Majeure** – Neither Client nor JMCO shall be liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.
11. **Indemnification** – Client, its officers and directors hereby agrees to indemnify; agrees to pay for the defense (with counsel of JMCO's choosing) of JMCO, (including JMCO's principals, employees and authorized agents) and agrees to hold JMCO harmless from any and all suits, claims, actions, proceedings, liabilities, judgments, losses and costs whatsoever (including but not limited to attorneys' fees and litigation costs) arising in connection with any services performed or products provided by JMCO pursuant to, or under the cover of this engagement letter (Indemnity) as described in this paragraph. This Indemnity relates only to circumstances (1) in which there is a knowing misrepresentation by Client and/or its management relating to this engagement (2) arising out of or relating to claims by Client's employees or former employees/contractors for our critiques of employee performance and (3) third party use of JMCO work product. The foregoing indemnity is intended to apply to the extent not contrary to applicable law and/or regulations governing the provision of professional services. This provision shall survive the termination of this engagement for a period of five years. Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity, Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.
12. **Errors, Fraud, Theft, Embezzlement, Illegal Acts** – Unless a Statement of Work specifically obligates JMCO to search for fraud, theft, embezzlement and/or illegal acts, JMCO services cannot be relied upon to disclose errors, fraud, theft, embezzlement or other illegal acts that may exist, nor will we be responsible for the impact on our services of incomplete, missing, or withheld information, or mistaken or fraudulent data provided from any source or sources. However, we will inform you of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention.
13. **Document Retention and Ownership** – The parties agree that JMCO will endeavor to retain documents and records in accordance with the Firm's Record Retention and Destruction Policy. Client agrees that after the specified period of retention expires (typically seven (7) years), documents and records may not be available. However, the related engagement records will not be destroyed regardless of the retention period, if JMCO has knowledge of potential or pending legal action and/or investigation by a regulatory agency, and it has been determined by the Firm that the records in question are relevant to said legal action and/or investigation. If it is determined that the records in

question are relevant to the legal action and/or investigation, the Firm will impose a litigation hold on the records thereby suspending the scheduled destruction of the records. As potential or pending legal action or an investigation may not be public knowledge, we request that you inform us of any such legal action or investigation in a timely manner. Likewise, we request that you inform us when all legal action or investigation has been concluded so that the Firm can release the litigation hold and the records related to our engagement can be destroyed in accordance with our Record Retention and Destruction Policy. JMCO does not retain original client records or documents. Records prepared by us specifically for you as part of this engagement (for example, financial statements and other financial reports, tax returns, general ledgers, depreciation schedules, etc.) and other supporting records prepared by JMCO (for example, adjusting entries and related support, data combining schedules, calculations supporting amounts in tax returns and financial statements, letters, memos and electronic mail, etc.) will remain part of the engagement records. When any records are returned or provided to you, it is your responsibility to retain and protect them for possible future use, including potential examination by any government or regulatory agencies. JMCO owns and retains the rights to JMCO's internal working papers; any information created by JMCO is not the property of Client. In the event that documents are requested by the Representative or any other individual considered by law or regulation to be our client we will furnish the documents readily available in the Client file (which shall not include any obligation on JMCO's part to undertake a search of JMCO's electronic document and email files) to the requesting party.

14. **Hosting of Client Data** – JMCO does not Host, is not the custodian of, and accepts no responsibility for Client financial and non-financial data. Client acknowledges that it has sole responsibility for the storage and preservation of its financial and non-financial data.
15. **Professional Standards** – JMCO will perform this engagement in accordance with the professional standards applicable to the engagement including those standards promulgated by the American Institute of Certified Public Accountants. In the event that issues arise that present a conflict of interest and/or a potential for breach of professional standards it may become necessary to terminate or suspend services of this engagement. We will notify you if this issue arises.
16. **Use of Third Party Providers** – In the normal course of business, JMCO uses the services of third-parties and individual contractors, which are not employees of JMCO. Those services are performed at various levels and in various aspects of JMCO's engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement JMCO may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require JMCO to handle confidential information and JMCO expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, JMCO requires those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Client acceptance of this arrangement acknowledges and accepts our handling of confidential Client information including access by third-party and individual service providers.
17. **Limitation of Liability and Actions** – Neither party may assert against the other party any claim in connection with this engagement unless the asserting party has given the other party written notice of the claim within one (1) year after the asserting party first knew or should have known of the facts giving rise to such claim. Notwithstanding anything to the contrary, JMCO's maximum aggregate liability in this engagement (regardless of the nature of the any claim asserted, including contract, statute, any form of negligence, tort, strict liability or otherwise and whether asserted by Client, JMCO or others) shall be limited to twice the sum of the fees paid to JMCO during the term of this engagement. In no event shall JMCO be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if JMCO had been advised of their possible existence. This provision shall survive the termination of this agreement. Notwithstanding the foregoing, the provisions of this paragraph shall not apply to Client when JMCO provides attest services to a Securities Exchange Commission Registrant Public Entity,

Employee Benefit Plan, Bank, Credit Union or any other entity for which the terms of this paragraph shall be prohibited by law or regulation.

18. **Mediation** – Prior to resorting to arbitration or litigation that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement the parties agree to attempt resolution of any dispute in mediation administered by and conducted under the rules of the American Arbitration Association (AAA) in mediation session(s) in Alachua County, Florida. Unless the parties agree in writing to the contrary, the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party may disclose any facts to the other party or to the mediator that it in good faith considers reasonably necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for either party in any subsequent proceeding between the parties. The costs of any mediation proceeding shall be shared equally by the participating parties.

19. **Binding Arbitration** – All disputes not resolved by mediation (as described above) arising out of and/or related to the services and/or relationship with JMCO and Client will be resolved through binding arbitration. The parties agree that they are irrevocably voluntarily waiving the right to a trial by jury by entering into this voluntary binding arbitration agreement. The arbitration proceeding shall take place in Alachua County, Florida. The arbitration shall be governed by the provisions of the laws of Florida (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of Florida shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the American Arbitration Association (AAA), except that discovery shall be limited to identification of witnesses, exchange of expert reports, deposition of experts only, exchange of documents in the Client file and interrogatories and shall not include any exchange of e-mail or any requirement to produce or search for e-mail. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below). For amounts in dispute less than One Million Dollars, the arbitration shall be conducted before a single arbitrator appointed as a neutral by the AAA. The single arbitrator shall be both a licensed attorney and a licensed certified public accountant at the time of appointment as the arbitrator. If the amount in dispute is One Million Dollars or more, the arbitration shall be conducted before a panel of three persons, all panel members must be members of the AAA's panel of neutrals with one arbitrator selected by each party (party selection shall be completed within twenty days of receipt of the panel nominees from the AAA or, failing party selection the panel members shall be appointed by the AAA), and the third member of the panel will be selected by the AAA will be licensed as a certified public accountant at the time of appointment to the panel (the "Arbitration Panel"). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award the Arbitration Panel shall issue a reasoned award. The Arbitration Panel is directed to award attorneys' fees and costs along with the costs of the arbitration proceeding to the prevailing party as determined by the Arbitration Panel. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same dispute would be barred by the applicable statute of limitations or statute of repose or this agreement. For the purposes of applying the statute of limitations or repose or this agreement, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such dispute.

20. **Employees** – Both Client and JMCO agree that they will not employ any employee of the other within one year of the employee's last day of employment with the other, unless mutually agreed upon in writing. Employment of a former employee within one year of the employee leaving the other party may cause significant economic losses and/or breach of professional standards for JMCO and potential economic loss and/or potential conflicts of interest for Client. If this provision is breached, client will pay 3 months' salary of the employee to JMCO.
21. **Posting and Distribution of Information** – JMCO's permission is required prior to distribution or posting of JMCO work product. If Client plans to distribute or post online any of JMCO's work product, a copy of the document, reproduction master or proof will be submitted to JMCO not less than seven days prior to distribution or posting to provide JMCO sufficient time for our reading and approval prior to distribution or posting. If, in our professional judgment, the circumstances require, we may withhold our written consent. Client agrees that prior to posting an electronic copy of any of JMCO's work product, including but not limited to financial statements and our report(s) thereon, that Client will ensure that there are no differences in content between the electronic version posted and the original signed version provided to management by JMCO. Except as prohibited by law and/or regulation, client agrees to indemnify JMCO, defend using counsel of JMCO's choosing and hold JMCO harmless from any and all claims that may arise from any differences between electronic and original signed versions of JMCO's work product.
22. **Assignment** – Neither party may assign any of its rights or obligations under the terms of this engagement without the prior written consent to the other.
23. **Additional Work** – From time to time Client may request that JMCO undertake to complete additional work. In the event that such work is undertaken without a separate written engagement understanding then the terms of this engagement letter shall govern the additional work.
24. **Entire Agreement** – This engagement letter constitutes the entire understanding between the parties regarding the JMCO services and supersedes all prior understandings relating to JMCO services. No amendment, modification, waiver or discharge of the terms of this engagement letter shall be valid unless in writing and signed by authorized representatives of both parties. This understanding has been entered into solely between Client and JMCO, and no third-party beneficiaries are created hereby. In the event any provision(s) of the terms of this document shall be invalidated or otherwise deemed unenforceable, such finding shall not cause the remainder of this document to become unenforceable. The proper venue for all actions involving the relationship between JMCO and Client are the tribunals of principal jurisdiction in Alachua County, Florida. This engagement and the relationship between the parties shall be construed and enforced in accordance with, and governed by Florida law without giving effect to Florida's choice of law principles. This document may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this document must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties and all other persons or entities required by law. An electronically transmitted signature or acknowledgment will be deemed an acceptable original for purposes of binding the party providing such electronic signature.



CPAs & Advisors

REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

April 23, 2021

To the Members
James Moore & Co., P.L.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

Haddox Reid Eubank Betts PLLC

August 10, 2018

City of St. Augustine Beach, Florida
2200 AIA South
St. Augustine Beach, FL 32080-7958

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of City of St. Augustine Beach, Florida, as of September 30, 2018, 2019, 2020, 2021 and 2022, and for the years then ended, and the related notes to the financial statements, which collectively comprise City of St. Augustine Beach, Florida's basic financial statements as listed in the table of contents.

In addition, we will audit the City of St. Augustine Beach, Florida's compliance over major federal award programs and major state projects for the period ended September 30, 2018, 2019, 2020, 2021 and 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the City of St. Augustine Beach, Florida's major federal award programs and major state projects.

Accounting principles generally accepted in the United States of America, (U.S. GAAP) as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis.
2. Budgetary Comparison Information
3. Pension and OPEB required schedules

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Daytona Beach, FL 32114-1180
Telephone: 386-257-4100

133 East Indiana Avenue
DeLand, FL 32724-4329
Telephone: 386-738-3300

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352-378-1331

2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850-386-6184

Supplementary information other than RSI will accompany City of St. Augustine Beach, Florida's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on whether the following supplementary information is presented fairly in all material respects in relation to the basic financial statements as a whole:

- 1) Schedule of expenditures of federal awards and state financial assistance (if applicable).

Data Collection Form (if applicable)

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the earlier of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards (Uniform Guidance), Section 215.97, Florida Statutes, Florida Single Audit Act, and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS; Government Auditing Standards of the Comptroller General of the United States of America; Section 215.97, Florida Statutes, Florida Single Audit Act; the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General and will include tests of accounting records, a determination of major state project(s) in accordance with Chapter 10.550, Rules of the State of Florida, Office of the Auditor General and other procedures we consider necessary to enable us to express such opinions and to render the required reports. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will issue a written report upon completion of our audit of City of St. Augustine Beach, Florida's basic financial statements. Our report will be addressed to the City Commission of City of St. Augustine Beach, Florida. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

Audit of Major Program/Project Compliance (if applicable)

Our audit of City of St. Augustine Beach, Florida's major federal award program(s) and state project(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance; and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General; and will include tests of accounting records, a determination of major programs/projects in accordance with the Uniform Guidance, Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, and other procedures we consider necessary to enable us to express such an opinion on major federal

award program and major state project compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget OMB Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major state projects. Our procedures will consist of tests of transactions and other applicable procedures described in the State of Florida State Projects Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of the Organization's major state projects. The purpose of these procedures will be to express an opinion on City of St. Augustine Beach, Florida's compliance with requirements applicable to each of its major state projects in our report on compliance issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

Also, as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major state project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to Chapter 10.550, Rules of the State of Florida, Office of the Auditor General.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal award programs and major state projects, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;

2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and state financial assistance expended during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards and state financial assistance (including notes and noncash assistance received) in accordance with the Uniform Guidance and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General requirements;
6. For the design, implementation, and maintenance of internal control over federal awards, state financial assistance, and compliance;
7. For establishing and maintaining effective internal control over federal awards and state financial assistance that provides reasonable assurance that the nonfederal entity is managing federal awards and state projects in compliance with federal and state statutes, regulations, and the terms and conditions of the federal awards and state financial assistance;
8. For identifying and ensuring that the entity complies with federal and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations, and the terms and conditions of federal award programs and state financial assistance projects;
9. For disclosing accurately, currently, and completely the financial results of each federal award and major state project in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs and state financial assistance projects, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated

- by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
 20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
 21. For the accuracy and completeness of all information provided;
 22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
 23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and
 24. For identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by Uniform Guidance and Chapter 10.550, Rules of the State of Florida, Office of the Auditor General, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Investment Attestation Engagement

You have requested that we examine compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies* of the City for the years ended September 30, 2018, 2019, 2020, 2021 and 2022. We are pleased to confirm our acceptance and our understanding of this examination engagement by means of this letter. Our examination will be conducted with the objective of expressing an opinion as to whether the City complied in all material respects with Section 218.415, Florida Statutes, *Local Government Investment Policies*.

Practitioner Responsibilities

We will conduct our examination in accordance with the attestation standards related to examinations of the American Institute of Certified Public Accountants. An examination-level attestation engagement involves performing procedures to obtain attest evidence about whether compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies* is fairly presented, in all material respects, in conformity with Section 218.415, Florida Statutes, *Local Government Investment Policies*. The procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement or misrepresentation of the subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or misrepresentations may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards related to examinations of the American Institute of Certified Public Accountants. However, we will inform you of any material errors or fraud that comes to our attention, unless clearly inconsequential.

Management Responsibilities

Our examination will be conducted on the basis that *management and, when appropriate, those charged with governance* acknowledge and understand that they have responsibility:

1. For the design, implementation, and maintenance of internal control relevant to Section 218.415, Florida Statutes, *Local Government Investment Policies*, which is the best means of preventing or detecting errors or fraud;
2. For selecting and determining the suitability and appropriateness of the criteria upon which the Section 218.415, Florida Statutes, *Local Government Investment Policies* will be evaluated; and
3. To provide us with:
 - a. Access to all information of which *management* is aware that is relevant to the Section 218.415, Florida Statutes, *Local Government Investment Policies* such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
 - b. Additional information that we may request from *management* for the purpose of the examination; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

Reporting

We will issue a written report upon completion of our examination of Section 218.415, Florida Statutes, *Local Government Investment Policies*. Our report will be addressed to the governing body. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

James Halleran is the service leader for the audit services specified in this letter. His responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for these services, are listed below. Our ability to provide services in accordance with our estimated fees depends on the quality, timeliness, and accuracy of City of St. Augustine Beach, Florida's records, and, for example, the number of general ledger adjustments required as a result of our work. We will also need your personnel to be readily available during the engagement to respond in a timely manner to our requests. Lack of preparation, poor records, general ledger adjustments and/or untimely assistance will result in an increase of our fees.

<u>FY Ending</u>	<u>Basic Audit</u>	<u>Single Audit (per major program/project)</u>	<u>Total</u>
2018	\$ 18,500	\$ 3,000	\$ 21,500
2019	\$ 19,000	\$ 3,000	\$ 22,000
2020	\$ 19,500	\$ 3,000	\$ 22,500
2021	\$ 20,000	\$ 3,000	\$ 23,000
2022	\$ 20,500	\$ 3,000	\$ 23,500

This engagement letter covers the audit for the years ending September 30, 2018, 2019, 2020, 2021, and 2022. This engagement may be renewed for five additional one year terms at the option of both parties. Any renewal will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

We will perform the following nonattest services: Preparation of financial statements, preparation of SEFA and Data Collection Form (if applicable). With respect to any nonattest services we perform, City of St. Augustine Beach, Florida's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Melissa Burns, CFO) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

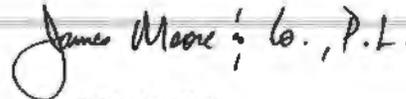
City of St. Augustine Beach, Florida
August 10, 2018
Page 9

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

This engagement letter includes the attached James Moore & Co., P.L. Standard Terms and Conditions as Attachment A which is incorporated and made a part of this engagement letter by reference.

We appreciate the opportunity to be of service to City of St. Augustine Beach, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

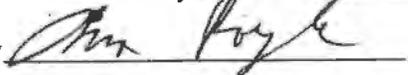
Very truly yours,



JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of City of St. Augustine Beach, Florida.

By 

Title CITY MANAGER

Date 8/14/18



CPAs & Advisors

SYSTEM REVIEW REPORT

January 22, 2015

To the Members
James Moore & Co., P.L.
and the AICPA National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2014. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*, audits of employee benefit plans, and examinations of service organizations (Service Organizations Control (SOC) 2 engagements).

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2014, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

Haddox Reid Eubank Betts PLLC

Jackson, Mississippi

Attachment A
James Moore and Co., P.L.
Standard Terms and Conditions

The terms and conditions set forth below are incorporated into the engagement letter agreement pursuant to which James Moore & Co., P.L. ("JMCO", the "Firm") will provide services to City of St. Augustine Beach, Florida ("Client").

1. **Management's Responsibilities** – Management of Client is responsible for establishing and maintaining an effective internal control system. JMCO services may include advice and recommendations which management may or may not adopt. Client's management shall be fully and solely responsible for applying independent business judgment with respect to the services and work product provided by JMCO, to make implementation decisions, if any, and to determine further courses of action with respect to any matters addressed in any advice, recommendations, services, reports, or other work product or deliveries to Client. Management is responsible for the safeguarding of assets, the proper recording of transactions in the books of accounts, the substantial accuracy of the financial records, and the full and accurate disclosure of all relevant facts affecting the engagement to JMCO. Client should retain all the documents, canceled checks, and other data that form the basis of income and deductions. If the engagement also includes tax services, these records may be necessary to prove the accuracy and completeness of tax returns to a taxing authority. Client has final responsibility for the tax return(s) and; therefore should review the return(s) carefully before signing and filing.
2. **Responsible Person** – Client designates the individual signing the engagement letter ("Representative") as the individual to whom JMCO should look to provide information, communicate, and answer questions. Client understands that JMCO will rely on the Representative designated above and that decisions by the Representative may be beneficial to some and detrimental to others. JMCO is directed to rely on the Representative for all Client decisions including but not limited to tax treatments, allocation of income and expense items, tax elections and accounting treatments. All communication with the Representative is deemed to be communication with Client.
3. **Advice in Writing** – JMCO only provides advice for Client to rely upon in writing. Casual discussions of tax, accounting or other issues and informal communication are not advice upon which Client can rely. Client agrees that the only advice from JMCO upon which Client may rely is written advice received from JMCO on our letterhead or via e-mail.
4. **Unencrypted E-Mail Use Authorized for Communication** – In connection with this engagement, JMCO may communicate with Client or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, JMCO cannot guarantee or warrant that e-mails from JMCO will be properly delivered and read only by the addressee. Therefore, JMCO specifically disclaims and waives any liability or responsibility whatsoever for interception or unintentional disclosure or communication of e-mail transmissions or for the unauthorized use or failed delivery of e-mails transmitted by JMCO in connection with the performance of this engagement. In that regard, Client agrees that JMCO shall have no liability for any loss or damage to any person or entity resulting from the use of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information. During the term of this engagement Client may elect by notification in writing to JMCO to suspend or terminate the use of e-mail.

5. **Cooperation** – Client agrees to cooperate with JMCO in the performance of JMCO services for the Client, including providing JMCO with reasonable facilities and timely access to Client’s data, information and personnel. Client shall be responsible for the performance of Client’s employees and agents and for the accuracy and completeness of all data and information provided to JMCO for purposes of this engagement. In the event that JMCO is unable to obtain required information on a timely basis JMCO may revise its estimate of fees, alter the services required and/or terminate the engagement.
6. **Independent Contractor** – Client and JMCO are both independent contractors and neither Client nor JMCO are, or shall be considered to be, an agent, distributor or representative of the other. Neither Client nor JMCO shall act or represent itself, directly or by implication, as an agent of the other or in any manner assume or create any obligation on behalf of, or in the name of, the other.
7. **Payment of Invoices** – JMCO will bill Client for professional services, expenses, and out-of-pocket costs on a monthly basis. Payment is due within 30 days of the date on the billing statement. JMCO reserves the right to suspend work or terminate the engagement in the event that payment is not received within 30 days of the date on the billing statement. JMCO may also suspend work or terminate the engagement if information furnished is not satisfactory for JMCO to perform work on a timely basis. JMCO will notify Client if work is suspended or terminated. If JMCO elects to terminate the engagement for nonpayment or for any other reason provided for in this letter, the engagement will be deemed to have been completed for purposes of payment being due from Client. Upon written notification of termination, even if JMCO has not released work product, Client will be obligated to compensate JMCO for all time expended and to reimburse JMCO for all out-of-pocket costs through the date of termination. Suspension of work or termination of the engagement may result in missed deadlines, penalties/interest along with other consequences and Client agrees that suspended work or termination of the engagement shall not entitle Client to recover damages from JMCO. All fees, charges and other amounts payable to JMCO hereunder do not include any sales, use, value added or other applicable taxes, tariffs or duties, payment of which shall be the sole responsibility of Client, excluding any applicable taxes based on JMCO’s net income or taxes arising from the employment or independent contractor relationship between JMCO and JMCO’s personnel. A late payment charge of 1½% per month will be assessed on any balance that remains unpaid after deduction of current payments, credits, and allowances after 90 days from the date of billing. This is an Annual Percentage Rate of 18%.
8. **Confidential & Proprietary Information** – Client and JMCO both acknowledge and agree that all information communicated by one party (the “Disclosing Party”) to the other (the “Receiving Party”) in connection with this engagement shall be received in confidence, shall be used only for purposes of this engagement, and no such confidential information shall be disclosed by the Receiving Party or its agents or personnel without the prior written consent of the other party. Except to the extent otherwise required by applicable law or professional standards, the obligations under this section do not apply to information that: (a) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, (b) was known to the Receiving Party or had been previously possessed by the Receiving Party without restriction against disclosure at the time of receipt thereof by the Receiving Party, (c) was independently developed by the Receiving Party without violation of this agreement or (d) Client and JMCO agree from time to time to disclose. Each party shall be deemed to have met its nondisclosure obligations under this paragraph as long as it exercises the same level of care to protect the other’s information, except to the extent that applicable law, regulations or professional standards impose a higher requirement. JMCO may retain, subject to the terms of this Paragraph, one copy of Client’s confidential information required for compliance with applicable professional standards or internal policies. If either Client or JMCO receives a subpoena or other validly issued administrative or judicial demand requiring it to disclose the other party’s confidential information, such party shall (if permitted to do so) provide written notice to the other of such demand in order to permit it to seek a protective order. So long as the notifying party gives

notice as provided herein, the notifying party shall be entitled to comply with such demands to the extent permitted by law, subject to any protective order or the like that may have been entered into in the matter. In the event that Client wishes to assert a privilege or Client fails to respond and JMCO asserts the privilege on Client's behalf, Client agrees to pay for all expenses incurred by JMCO in defending the privilege, including, by way of illustration only, JMCO's attorney's fees, court costs, outside adviser's costs, penalties and fines imposed as a result of Client asserting the privilege or Client's direction to JMCO to assert the privilege. JMCO's techniques, judgments, methodology, and practices relating to its engagement practices are agreed by Client and JMCO to constitute proprietary confidential business information in the nature of trade secrets, security measures, systems and procedures which are in the nature of competitive interests which would impair the competitive business of JMCO should the information be released.

9. **Disclosures** – Certain communications involving advice are privileged and not subject to disclosure. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, Client, Client's employees or Client's agents may be waiving this privilege. To protect this right to privileged communication, please consult with JMCO or an attorney prior to disclosing any information about JMCO advice. Should Client determine that it is appropriate for JMCO to disclose any potentially privileged communication; Client agrees to provide JMCO with written, advance authority to make that disclosure.
10. **Force Majeure** – Neither Client nor JMCO shall be liable for any delays resulting from circumstances or causes beyond our reasonable control, including, without limitation, fire or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any government agency or authority.
11. **Indemnification** – Client, its officers and directors hereby agrees to indemnify; agrees to pay for the defense (with counsel of JMCO's choosing) of JMCO, (including JMCO's principals, employees and authorized agents) and agrees to hold JMCO harmless from any and all suits, claims, actions, proceedings, liabilities, judgments, losses and costs whatsoever (including but not limited to attorneys' fees and litigation costs) arising in connection with any services performed or products provided by JMCO pursuant to, or under the cover of this engagement letter (Indemnity) as described in this paragraph. This Indemnity relates only to circumstances in which there is a knowing misrepresentation by Client and/or its management relating to this engagement. The foregoing indemnity is intended to apply to the extent not contrary to applicable law. This provision shall survive the termination of this engagement for a period of five years.
12. **Document Retention and Ownership** – The parties agree that JMCO will endeavor to retain documents and records in accordance with the Firm's Record Retention and Destruction Policy. Client agrees that after the specified period of retention expires (typically seven (7) years), documents and records may not be available. However, the related engagement records will not be destroyed regardless of the retention period, if JMCO has knowledge of potential or pending legal action and/or investigation by a regulatory agency, and it has been determined by the Firm that the records in question are relevant to said legal action and/or investigation. If it is determined that the records in question are relevant to the legal action and/or investigation, the Firm will impose a litigation hold on the records thereby suspending the scheduled destruction of the records. As potential or pending legal action or an investigation may not be public knowledge, we request that you inform us of any such legal action or investigation in a timely manner. Likewise, we request that you inform us when all legal action or investigation has been concluded so that the Firm can release the litigation hold and the records related to our engagement can be destroyed in accordance with our Record Retention and Destruction Policy. JMCO does not retain original client records or documents. Records prepared by us specifically for you as part of this engagement (for example, financial statements and other financial reports, tax returns, general ledgers, depreciation schedules, etc.) and other supporting records prepared by JMCO (for example, adjusting entries and related

support, data combining schedules, calculations supporting amounts in tax returns and financial statements, letters, memos and electronic mail, etc.) will remain part of the engagement records. When any records are returned or provided to you, it is your responsibility to retain and protect them for possible future use, including potential examination by any government or regulatory agencies. JMCO owns and retains the rights to JMCO's internal working papers; any information created by JMCO is not the property of Client. In the event that documents are requested by the Representative or any other individual considered by law or regulation to be our client we will furnish the documents readily available in the Client file (which shall not include any obligation on JMCO's part to undertake a search of JMCO's electronic document and email files) to the requesting party.

13. **Professional Standards** – JMCO will perform this engagement in accordance with the professional standards applicable to the engagement including those standards promulgated by the American Institute of Certified Public Accountants. In the event that issues arise that present a conflict of interest and/or a potential for breach of professional standards it may become necessary to terminate or suspend services of this engagement.
14. **Use of Third Party Providers** – In the normal course of business, JMCO uses the services of third-parties and individual contractors, which are not employees of JMCO. Those services are performed at various levels and in various aspects of JMCO's engagements including bookkeeping, tax return preparation, consulting, audit and other attest services and clerical and data entry functions. It is possible that during the course of the engagement JMCO may utilize such third-party and individual contractor sources. Additionally, the engagement will, of necessity, require JMCO to handle confidential information and JMCO expects third-party service providers and individual contractors to maintain the confidentiality of such information. To be reasonably assured that unauthorized release of confidential client information does not occur, JMCO requires those individuals and third-party service providers to enter into a written agreement to maintain the confidentiality of such information. Client acceptance of this arrangement acknowledges and accepts our handling of confidential Client information including access by third-party and individual service providers.
15. **Limitation of Liability and Actions** – Neither party may assert against the other party any claim in connection with this engagement unless the asserting party has given the other party written notice of the claim within one (1) year after the asserting party first knew or should have known of the facts giving rise to such claim. Notwithstanding anything to the contrary, JMCO's maximum aggregate liability in this engagement (regardless of the nature of the any claim asserted, including contract, statute, any form of negligence, tort, strict liability or otherwise and whether asserted by Client, JMCO or others) shall be limited to twice the sum of the fees paid to JMCO during the term of this engagement. In no event shall JMCO be liable for consequential, incidental, special or punitive loss, damage or expense (including, without limitation, lost profits, opportunity costs, etc.) even if JMCO had been advised of their possible existence. This provision shall survive the termination of this agreement.
16. **Mediation** – Prior to resorting to arbitration or litigation that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement the parties agree to attempt resolution of any dispute in mediation administered by and conducted under the rules of the American Arbitration Association (AAA) in mediation session(s) in Alachua County, Florida. Unless the parties agree in writing to the contrary, the parties will engage in the mediation process in good faith once a written request to mediate has been given by any party to the engagement. The results of any such mediation shall be binding only upon agreement of each party to be bound. Each party may disclose any facts to the other party or to the mediator that it in good faith considers reasonably necessary to resolve the dispute. However, all such disclosures shall be deemed in furtherance of settlement efforts and shall not be admissible in any subsequent proceeding against the disclosing party. Except as agreed to in writing by both parties, the mediator shall keep confidential all information disclosed during mediation. The mediator shall not act as a witness for

either party in any subsequent proceeding between the parties. The costs of any mediation proceeding shall be shared equally by the participating parties.

- 17. Binding Arbitration** – All disputes not resolved by mediation (as described above) arising out of and/or related to the services and/or relationship with JMCO and Client will be resolved through binding arbitration. The parties agree that they are irrevocably voluntarily waiving the right to a trial by jury by entering into this voluntary binding arbitration agreement. The arbitration proceeding shall take place in Alachua County, Florida. The arbitration shall be governed by the provisions of the laws of Florida (except if there is no applicable state law providing for such arbitration, then the Federal Arbitration Act shall apply) and the substantive law of Florida shall be applied without reference to conflicts of law rules. In any arbitration instituted hereunder, the proceedings shall proceed in accordance with the then current Arbitration Rules for Professional Accounting and Related Disputes of the AAA, except that discovery shall be limited to identification of witnesses, exchange of expert reports, deposition of experts only, exchange of documents in the Client file and interrogatories and shall not include any exchange of e-mail or any requirement to produce or search for e-mail. Any Dispute regarding discovery, or the relevance or scope thereof, shall be determined by the Arbitration Panel (as defined below). For amounts in dispute less than One Million Dollars, the arbitration shall be conducted before a single arbitrator appointed as a neutral by the AAA. The single arbitrator shall be both a licensed attorney and a licensed certified public accountant at the time of appointment as the arbitrator. If the amount in dispute is One Million Dollars or more, the arbitration shall be conducted before a panel of three persons, all panel members must be members of the AAA's panel of neutrals with one arbitrator selected by each party (party selection shall be completed within twenty days of receipt of the panel nominees from the AAA or, failing party selection the panel members shall be appointed by the AAA), and the third member of the panel will be selected by the AAA will be licensed as a certified public accountant at the time of appointment to the panel (the "Arbitration Panel"). The party-selected arbitrators shall be treated as neutrals. The Arbitration Panel shall have no authority to award non-monetary or equitable relief, but nothing herein shall be construed as a prohibition against a party from pursuing non-monetary or equitable relief in a state or federal court. The parties also waive the right to punitive damages and the arbitrators shall have no authority to award such damages or any other damages that are not strictly compensatory in nature. In rendering their award the Arbitration Panel shall issue a reasoned award. The Arbitration Panel is directed to award attorneys' fees and costs along with the costs of the arbitration proceeding to the prevailing party as determined by the Arbitration Panel. The confidentiality provisions applicable to mediation shall also apply to arbitration. The award issued by the Arbitration Panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. In no event shall a demand for arbitration be made after the date on which the initiation of the legal or equitable proceeding on the same dispute would be barred by the applicable statute of limitations or statute of repose or this agreement. For the purposes of applying the statute of limitations or repose or this agreement, receipt of a written demand for arbitration by the AAA shall be deemed the initiation of the legal or equitable proceeding based on such dispute.
- 18. Employees** – Both Client and JMCO agree that they will not employ any employee of the other within one year of the employee's last day of employment with the other, unless mutually agreed upon in writing. Employment of a former employee within one year of the employee leaving the other party may cause significant economic losses and/or breach of professional standards for JMCO and potential economic loss and/or potential conflicts of interest for Client. If this provision is breached, client will pay 3 months' salary of the employee to JMCO.

19. **Posting and Distribution of Information** – JMCO's permission is required prior to distribution or posting of JMCO work product. If Client plans to distribute or post online any of JMCO's work product, a copy of the document, reproduction master or proof will be submitted to JMCO not less than seven days prior to distribution or posting to provide JMCO sufficient time for our reading and approval prior to distribution or posting. If, in our professional judgment, the circumstances require, we may withhold our written consent. Client agrees that prior to posting an electronic copy of any of JMCO's work product, including but not limited to financial statements and our report(s) thereon, that Client will ensure that there are no differences in content between the electronic version posted and the original signed version provided to management by JMCO. Client agrees to indemnify JMCO, defend using counsel of JMCO's choosing and hold JMCO harmless from any and all claims that may arise from any differences between electronic and original signed versions of JMCO's work product.
20. **Assignment** – Neither party may assign any of its rights or obligations under the terms of this engagement without the prior written consent to the other.
21. **Additional Work** – From time to time Client may request that JMCO undertake to complete additional work. In the event that such work is undertaken without a separate written engagement understanding then the terms of this engagement letter shall govern the additional work.
22. **Entire Agreement** – This engagement letter constitutes the entire understanding between the parties regarding the JMCO services and supersedes all prior understandings relating to JMCO services. No amendment, modification, waiver or discharge of the terms of this engagement letter shall be valid unless in writing and signed by authorized representatives of both parties. This understanding has been entered into solely between Client and JMCO, and no third-party beneficiaries are created hereby. In the event any provision(s) of the terms of this document shall be invalidated or otherwise deemed unenforceable, such finding shall not cause the remainder of this document to become unenforceable. The proper venue for all actions involving the relationship between JMCO and Client are the tribunals of principal jurisdiction in Alachua County, Florida. This engagement and the relationship between the parties shall be construed and enforced in accordance with, and governed by Florida law without giving effect to Florida's choice of law principles. This document may be transmitted in electronic format and shall not be denied legal effect solely because it was formed or transmitted, in whole or in part, by electronic record; however, this document must then remain capable of being retained and accurately reproduced, from time to time, by electronic record by the parties and all other persons or entities required by law. An electronically transmitted signature or acknowledgment will be deemed an acceptable original for purposes of binding the party providing such electronic signature.

MEMORANDUM

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

FROM: Max Royle, City Manager 

DATE: June 28, 2023

SUBJECT: City Attorney Services: Review of Addendum to Professional Services Agreement

INTRODUCTION

In February 2020, the Commission approved a contract for legal services with the Douglas Law Firm for a monthly retainer of \$6,000 and an hourly fee of \$175, which would be for work done by the firm on matters related to litigation, such as depositions and defending the City in a lawsuit.

For your June 5, 2023, meeting, City Attorney Charles Douglas presented his firm's proposal that the monthly retainer for regular legal services be increased to \$8500 with the hourly fee for litigation work remaining at \$175. The result of the discussion was a request that the firm provide timesheets that would show the monthly hours it spends on City matters to support its request for an increase in the monthly retainer and that the Commission agrees with a three-year contract with no escalation in the fee.

Later in June, Mr. Douglas forwarded to the City Manager a new proposal: that beginning October 1, 2023, the monthly fee would be \$8000 for the first 24 months and \$8500 for the remaining 12 months of the three-year agreement. The hourly fee of \$175 for litigation work would not be changed.

ATTACHMENTS

Attached for your review is the following:

- a. Pages 1-6, the minutes of that part of your June 5th meeting when you discussed Mr. Douglas's proposal to increase the monthly retainer.
- b. Page 7, the proposed addendum for a three-year agreement with a monthly retainer of \$8,000 for the first 24 months and \$8,500 for the final 12 months.

- c. Page 8, which shows the increase in the CPI for each of the past three years and the effect of those increases on the yearly total (beginning with \$72,000 in 2020) charged by the Douglas Law Firm for regular legal work.

- d. Pages 9-14, the original contract for City Attorney services with the Douglas Law Firm.

ACTION REQUESTED

It is that you discuss the proposed addendum with Mr. Douglas and that you decide whether to approve it.

Excerpt from the minutes of the June 5, 2023, regular City Commission meeting

14. City Attorney Services: Request for Approval of Addendum to Contract with the Douglas Law Firm (Presenter: Charles Douglas, City Attorney)

City Attorney Douglas advised that this request is based on two factors. The first is that over the last six to eight months the level of engagement has increased to almost a daily basis. He said that Attorney Blocker is the primary point of contact and that he is very attentive. If they are having a meeting and anyone from the City calls, he steps out and prioritizes any issue with the City from all the different departments and they are happy to do that. He said that they value the relationship with the City and want to continue to be a part of the City for the long-term and that he appreciated the Commission's consideration of this. He said that they understand that it is hard with the budget and that they are sensitive to that.

City Attorney Douglas said that the second factor is that inflation is real, whether it is the price of eggs, crane services, construction costs, etc., and the cost of legal services have also increased. This is a modest increase from \$6,000 to \$8,500 base price and they would keep in place the hourly rate of \$175 for litigation. He said for comparison their hourly rate for litigation for a regular client is \$375 an hour.

Commissioner George advised that she has never seen any billing records from the firm, so she does not have a way to gauge how much time they have been putting in or how much extra the City is paying for the services that are billed at the \$175 rate. She said that she is all about justification and documentation so that it is substantiated as opposed to just picking numbers and that she would be more comfortable if she could be provided with that information. City Attorney Douglas advised that the firm does provide that information on a monthly basis, and he asked if the Commission would like to receive that information as a carbon copy (cc) of the invoices that are sent to the Finance Department. Mayor Samoa advised to have staff submit the information to the Commission.

Commissioner George asked the City Attorney if the firm submits a summary of the time spent on other items that do not fall under the \$175 an hour rate. City Attorney Douglas advised that there is a flat retainer for handling phone calls, etc. and that the \$175 rate is detailed out. Commissioner George advised that it would be helpful if the Commission had records that showed an increase of work for the retainer fee increase, such as all the work we have been doing with the non-ad valorem and the new legislation, which may have taken a lot of extra time and so she does not know if those types of things caused the increase but, if that is the case, then those are done. She questioned whether it was more about inflation, or the time spent, and that it would be helpful to see the time records. City Attorney Douglas advised that it is probably about fifty-fifty and that just last week, City Attorney Blocker said that he took eight phone calls on the same day about eight separate City matters and that they are always happy to take those calls and have done so even on the weekends. He said that the level of engagement has increased, and they are asking for the level of compensation to also increase.

Mayor Samora said that his level of engagement has been greater than with any other City Attorney, that he has been very happy with the counsel that has been provided, that he has heard the same from staff, and that this is the first request for an increase since signing the contract. Vice Mayor Rumrell said that he believed that initially they did not know the scope of things and wanted to review after a year, but that they did not come back for that discussion. City Attorney Douglas advised that it was a little bit of a risk for them because a different law firm was initially chosen over them. After

Excerpt from the minutes of the June 5, 2023, regular City Commission meeting

negotiations, the other law firm wanted to charge so much that the City asked our firm to come back for a second interview and so they took that risk, charged less, and we are in it together.

Commissioner Sweeny asked what the terms are for the current contract, if it was ongoing, if we are still operating under that same contract, and when would the increase take effect. City Attorney Douglas advised that it is at the pleasure of the Commission and that if you are not happy with them, to let them know. Commissioner Sweeny said that she is just trying to gauge when this increase would take effect such as after the current contract term or if it would go into effect immediately. City Attorney Douglas advised that they would request that it be effective immediately, but that it is up to the Commission.

Commissioner Morgan advised that she and the City Attorney spoke on the phone previously and that he said that the level of engagement had increased but that she was not on the Commission at that time. She said that if it increased suddenly, then her concern would be whether some of these things may be situational, such as the Ocean Hammock Park boardwalk or other things that were happening, but they do not last forever. She commended City Attorney Blocker and appreciated his level of responsiveness. She said that she only contacted him once with one question, so it does not really affect her but that she had concerns about this sudden huge uptick and the reason behind it. She asked who the person is that is reaching out all the time and breaking apart the litigation charges vs. the retainer fee. She said that it is her understanding that part of the reason this all came about is because a bill was submitted for something that should be covered by the retainer fee. She has no problem with a very detailed bill for litigation that includes everything that anyone at the firm does, but when things are covered under the retainer fee, we would have no idea. She requested copies of the invoices and has reviewed them, but we have nothing to show that level of engagement. She said that she understands that City Attorney Blocker is dropping what he is doing to take City calls and that a lot of what we do is urgent, but to every client their matter is urgent. She said that if she were to raise her fees by the percentage rate that they are raising them, that she would not have any more clients. She is not saying that the rate is completely out of the range for what is normal, but that she did her homework to see what other cities are being charged, and that the higher fees were for significantly larger cities. We are a relatively small city and to make such a large jump at one time is something that she is not comfortable with but if it is the will of the Commission to make some modifications that she would like it to begin when the fiscal year begins because we do not have money in the budget for an increase right now. Most of this meeting we have been talking about other things that we are already dealing with that we cannot back out of right now and have to pay for to get through it so that we are not wasting the resources that we have already put into it. She suggested that the Commission consider an amount somewhere in between what is being requested and that we make a contract for a certain period of time such as reviewing this contract every three years, which is approximately how long ago this current contract was signed.

Commissioner Morgan advised that she has experience dealing with other boards, both personally and professionally, and that she is not completely opposed to an increase, but she is opposed to the amount of increase being requested. She said that she does not think that it is out of the range of the reasonable amounts from other cities, but that she does not see that level of engagement for herself. She advised that if we sign an amendment, that we should designate someone from the City to be the contact person. She realizes that City Attorney Blocker is the main contact for the firm, but that we have also seen Mr. Douglas and Mr. McCrea, and she would like to have the roster of the attorneys

Excerpt from the minutes of the June 5, 2023, regular City Commission meeting

that would be attending to the City's needs. She said that she thinks that it is a good idea to have more than one person but that we would want to know who that person would be so that there is not a situation where a meeting is being covered by someone who is not familiar with the City's needs.

City Attorney Douglas replied that City Attorney Blocker is the main point of contact, Mr. Taylor and Ms. Campbell are no longer with the firm, and that the reason that he has been in attendance recently is because City Attorney Blocker was away on military assignment, but he is back now and should be at the next City meeting and that he was happy to cover for him. He said that occasionally the City Manager or the Finance Director may call him. He said that the other point that was made regarding an invoice issue questioning the time that was on it, should demonstrate that they are willing to have the open-ended conversations and be clear and transparent, as we should be, because these are taxpayer's dollars. You, as Commissioners, need to be good stewards, and we respect that, and we want to be good stewards of the time that we charge. He advised that he had no objection to placing a time limit on the contract term and that any consideration of a rate increase, whether it is halfway, or the full amount requested, would be very appreciated.

Vice Mayor Rumrell asked the City Manager if he remembered what the initial bid was with the other law firm in 2020. City Manager Royle said that he did not remember. Vice Mayor Rumrell said that he believed it was around \$8,500. He said that he was okay with a three-year contract, and he asked if they anticipated any other raises over the next three years. City Attorney Douglas said no. He said that one of the other questions was whether this was a situational request, and we did not bring this to the Commission six months ago because we wanted to be certain that this was a continuing trend and not a temporary spike, which is why we waited until now for the request.

Mayor Samora advised that it would be difficult to adjust this, being so close to the new fiscal year, because we have to go through the budgeting process. He said to start it at the beginning of the new fiscal year would be helpful and to make it part of the budgeting process if there is going to be an increase. Another way to look at it is, if we are going to put a term on the contract, and there is an escalator in there, then we could plan for it. He said that we just went three years without an increase, so we have had the benefit of that as well, so it kind of comes out in the wash most of the time.

Commissioner Sweeny agreed with having the increase start with the new fiscal year if possible and having a term contract up to three years, but that she did not feel strongly either way about including an escalator in it. She said she did not know if an escalator would be easier than phasing in an increase rather than a large increase every three years.

Commissioner George advised that another benefit of having a fixed term is that it would generate a thought process of whether it is time to go out to bid again and to see what the market is doing, etc. but it has not been requested, so maybe not offer it. She said that it is important to her to be able to gauge and provide the accountability that we are obligated to do as fiduciaries and that we should have some time records that show the time that is being spent, even for the retainer work. She said that one month it may be fifteen hours and another month it is fifty hours and that way both sides could gauge how affordable it is. Mayor Samora agreed that that was a fair request.

Commissioner Sweeny commended City Attorney Blocker because she has a high level of faith in him and appreciated his expertise dealing with city government but more specifically with the Commission and that she thinks that he is worth it. She said that she has seen a higher level of service since he

Excerpt from the minutes of the June 5, 2023, regular City Commission meeting

took over and that he has also attended staff meetings and meeting with directors, which is one piece of evidence towards a higher level of engagement and, for the record, she appreciated his efforts.

Vice Mayor Rumrell agreed and said that City Attorney Blocker has been very responsive, and he has been able to figure things out. He said that he is okay with an increase and a three-year contract as long as they are good with starting it with the new fiscal year and no escalation until the third year and then bidding it out.

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

Motion: to work on a three-year contract with the Douglas Law Firm in the amount of \$8,500 a month with a \$175 an hour reduced fee for litigation with no escalation. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner Sweeny.

Commissioner Morgan said that some of the suggestions that she asked about were not discussed such as who would be included as attorneys on the amendment. Mayor Samora said that City Attorney Douglas replied that City Attorney Blocker would be the main contact and he asked if she wanted a list of everyone at the firm. Commissioner Morgan no, that she wanted to see if we were all in agreement before voting on whether to identify who would be the attorneys. Vice Mayor Rumrell said that he would revise his motion.

Amended Motion: to work on a three-year contract with the Douglas Law Firm in the amount of \$8,500 a month with a \$175 an hour reduced fee for litigation with no escalation and that the Commission would receive billables for the retainer and that Jeramiah Blocker would be the lead attorney, with Charlie Douglas as second, or another person capable if Mr. Douglas or Mr. Blocker... **Moved by** Vice Mayor Rumrell.

City Attorney Douglas advised that John Steinmetz often provides services to the City. Commissioner Sweeny said that it would be appropriate to put that in the contract. Commissioner George said that it would come back to us next month for a final time and she asked if Commissioner Morgan had anything else to add. Commissioner Morgan said no but that she just wanted to make sure because if we were going to have a motion, that she would want to include all the things that were necessary.

Commissioner George asked if his firm would be agreeable to something in the middle. City Attorney Douglas said yes, whatever is the will of the Commission. Commissioner George said that she has always been impressed with the level and quality of service and has never had any complaints and is grateful for their legal expertise but bearing in mind the finances and she asked Commissioner Morgan for her thoughts. Commissioner Morgan said that she would be much more agreeable to something in the middle because it is such a large jump at one time and that no one seems in favor of the escalation. She suggested to split the increase down the middle.

Motion withdrawn.

Commissioner George asked the Vice Mayor if would like to amend his motion. Vice Mayor Rumrell said no, not unless they are amenable up to \$2,500 additional and up to \$8,500 maximum. Mayor Samora said that the middle would be \$7,250. Vice Mayor Rumrell said that City Attorney Douglas may come back and say that he needs the additional \$2,500, which may make us have to go out to bid and then he may say that he would do \$7,250 or \$8,000, which would give him a window of up to \$2,500

Excerpt from the minutes of the June 5, 2023, regular City Commission meeting

additional. Commissioner George asked the City Attorney if that would be a situation where he would have to seek approval and come back or could he be the decision maker today. Vice Mayor Rumrell said that if we bid it out that it would probably come back way higher than \$8,500. Commissioner George said that she does not want to go through the bid process, even though some may argue that it is better, but now is not necessarily the right time to do that because it would cause delays and uncertainty and that she would rather go into the new fiscal year knowing where we are going to be. City Attorney Douglas advised that they did try to take into consideration that if the City were to hire an in-house attorney that it would probably be at least \$10,000 a month in salary plus benefits, and we tried to come under that with the \$8,500. Commissioner Morgan said that we do not have the need for a full-time attorney, we need someone to provide assistance, but it is not forty-hours a week. She said that someone would have to divide their duties and act as in-house counsel and have another position because it is not enough to necessitate a full-time attorney. City Attorney Douglas agreed and said that that is why they did not go to the \$10,000 rate.

Mayor Samora said that \$7,250 is too low for what some are comfortable with and \$8,500 is a little too high and he asked if that needed to be sorted out tonight. City Attorney Douglas said that understands that the Commission would like to line it up with the fiscal year, which gives us more time and flexibility to come up with something that we are all in unity with. Commissioner Sweeny said that if the contract is already coming back to us, then he could do what he needs to do on his end, work with the City Manager, and come up with a figure that he is comfortable with to bring back to us with the contract. She advised that she is okay with \$8,500 but that she hears the concerns of other Commissioners.

Commissioner George advised that if she had those time records, that she would be much more comfortable because then she could be held accountable. She said that she does not have a problem conceptually with the increase and that it makes sense when looking at the comparisons. She said that by her calculations at \$325 an hour with twenty-six hours that she could see that it could be well founded but it is simply that process. She said that we have a purchasing policy in place for a reason and that she understands that this is outside of that, but it is just us doing our due diligence. She said that she is not opposed to the \$8,500, if it is a dealbreaker, and that she would take it on good faith that there has been some evidence provided here by testimony that it is well founded. She said that if they have any flexibility on their end and would willing to meet us somewhere in the middle that it would be appreciated because we are a City and we are desperate, the checkbook is always thin, and anything you could do to help us out would be great.

Commissioner Sweeny advised that earlier in the meeting we talked about discussing the policy and contract issues and as part of that discussion, she would anticipate potentially having an attorney review of contracts. She asked if that would fall under the retainer fee. City Attorney Douglas said yes.

Mayor Samora asked if the firm could provide any retroactive timesheets from the hours worked for the retainer. City Attorney Douglas advised that it had not been requested up to this point and it was not something that they had kept records of. Mayor Samora said that it has come up as a request from at least two of the Commissioners and he asked him to try to provide the best information possible because it would help with the decision. He said that if comes in at \$8,500, then the time estimates would help justify that, and he has no problem with that amount. He said that it would be a good faith effort to try to come back with some sort of timekeeping. He advised that the Commission is in

Excerpt from the minutes of the June 5, 2023, regular City Commission meeting

agreement with making a three-year contract with no escalation, and to increase as needed with the budget cycle.

Commissioner George advised that every time the City does not go out to bid, there are always whispers about it being favoritism or something else because there are attorneys on the Commission who are colleagues. She said with Mr. Blocker being a former elected official, that we have all worked well with him and have outside ties and relationships. She said that she is just trying to protect everyone as well as do her due diligence on behalf of the people.

Mayor Samora said that the Commission has given good direction. City Manager Royle asked when this needed to be back on the agenda. Mayor Samora advised next month.

Mayor Samora moved on to Item XIV.

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

This Addendum To Professional Services Agreement (the “**Agreement**”) is made and entered into on July 10th, 2023 by and between Douglas Law Firm (“**DLF**”), and the City of St. Augustine Beach (“**City**”). DLF and the City shall hereinafter collectively be referred to as the “parties” and generically as a “party.”

1. This Agreement amends and modifies that certain Professional Services Agreement (“**Services Agreement**”) dated February 21, 2020 made and entered into by the parties hereto as follows:
2. Beginning October 1, 2023, the Parties agree to amend the base compensation for legal services to \$8,000 per month during the first 24 months, and then \$8,500 per month during months 25 through 36.
3. Jeremiah Blocker is designated as the Primary Attorney responsible for delivering legal services to the City of St. Augustine Beach, FL.
4. All other provisions of the Services Agreement remain in full force and effect, other than any provision that conflicts with the terms and spirit of this Agreement, which shall be deemed to be amended appropriately in order to be consistent with this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first written above.

City of St. Augustine Beach

By: _____
Max Royale,
City Manager

Douglas Law Firm

By: _____
Charles T. Douglas, Jr.
Managing Partner

City of St. Augustine Beach

By: _____
Don Samora,
Commissioner - Mayor

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Chart 1. Over-the-year percent change in CPI-U, South region, November 2019–November 2022

Month	All items	All items less food and energy
Jun 2020	0.3	0.8
Jul 2020	0.6	1.2
Aug 2020	1.1	1.6
Sep 2020	1.3	1.8
Oct 2020	1.3	1.7
Nov 2020	1.2	1.6
Dec 2020	1.4	1.7
Jan 2021	1.6	1.8
Feb 2021	2.0	1.6
Mar 2021	2.9	1.9
Apr 2021	4.4	3.3
May 2021	5.6	4.3
Jun 2021	5.8	5.0
Jul 2021	5.8	4.8
Aug 2021	5.6	4.5
Sep 2021	5.5	4.5

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Chart 1. Over-the-year percent change in CPI-U, South region, November 2019–November 2022

Month	All items	All items less food and energy
Oct 2021	6.6	5.0
Nov 2021	7.2	5.5
Dec 2021	7.4	6.0
Jan 2022	7.8	6.5
Feb 2022	8.4	7.0
Mar 2022	9.1	7.1
Apr 2022	8.8	6.8
May 2022	9.2	6.7
Jun 2022	9.8	6.7
Jul 2022	9.4	6.8
Aug 2022	8.9	7.1
Sep 2022	8.7	7.4
Oct 2022	8.1	7.1
Nov 2022	7.7	6.9

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Chart 1. Over-the-year percent change in CPI-U, South region, November 2019–November 2022

Month	All items	All items less food and energy
Dec 2022	7.0	6.5
Jan 2023	6.9	6.3
Feb 2023	6.4	6.2
Mar 2023	5.3	6.3
Apr 2023	5.5	6.3

% CPI

Annual Fee

5.6	\$75,096.00
9.2	\$82,004.83
5.5	\$86,515.10

CONTRACT FOR CITY ATTORNEY SERVICES

This Agreement entered into this 21st day of February, 2020, and effective MARCH 3rd, 2020, by and between the City of St. Augustine Beach, a Florida Municipal Corporation ("CITY"), having an address of 2200 AIA S., St. Augustine Beach, FL 32080 and the law firm of Douglas Law Firm ("ATTORNEY"), having an address of One News Place, Saint Augustine, FL 32086.

WITNESSETH:

WHEREAS, the City has issued requests for proposals to qualified attorneys to act as the City's City Attorney and has received from the Attorney a response thereto attached as Exhibit "A" (the "Response") and hereby engages the ATTORNEY upon the terms and conditions hereinafter contained:

A. ENGAGEMENT. ATTORNEY agrees to provide legal services including legal advice and consultation, litigation and any other related issues or matters, which are assigned to him by CITY. In connection with such services, ATTORNEY shall provide at its own cost and expense all personnel, equipment, and library or electronic legal research services as are reasonably required to provide the services herein contemplated.

B. COMPENSATION. The primary individual lawyer for the CITY shall be Charles Douglas, who shall serve as the CITY ATTORNEY. The CITY ATTORNEY may utilize other alternative attorneys from the firm, including but not limited to, Lex Taylor, Linda Campbell, who shall be deemed to be assistant city attorneys. Any attorney providing services to the CITY shall be admitted to practice by the Florida Bar and a member in good standing.

[Handwritten Signature]

The ATTORNEY shall be compensated by the CITY with a base fee of \$6,000.00 per month for all work within the "**Regular Scope of Work,**" which excludes litigation and extra legal work, which additional items shall be billable by the ATTORNEY at the rate of \$175.00 per hour. See attached **Exhibit "B"** for Regular Scope of Work.

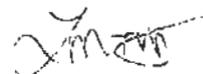
C. ACCESS TO CITY PERSONNEL AND RECORDS. The CITY agrees to provide access to all personnel and records deemed necessary for the completion of the services to be provided under the terms of this Agreement.

D. OUTSIDE CLIENTS. ATTORNEY is free to engage in any other business or legal representation, provided that such other business or legal representation shall not constitute a conflict of interest. In that event of a potential conflict of interest, the ATTORNEY will promptly advise the CITY of such potential conflict.

E. TIME REQUIRED. ATTORNEY shall devote only as much time and attention to the providing of legal services to the CITY as the opinion and judgment of ATTORNEY deems reasonably necessary.

F. PERSONAL ATTENTION. ATTORNEY agrees to give personal attention to work performed; and to in every way and in good faith protect to his utmost the rights of the CITY.

G. EXPENSES AND LITIGATION EXPENSES. The CITY shall reimburse ATTORNEY for all expenses and court costs incurred in connection with any litigation which the ATTORNEY is authorized to prosecute or defend; in addition to those expenses as may be necessary in the taking of depositions, or any other expenses incurred in or about litigation that the City authorizes the ATTORNEY to defend or prosecute. It is understood that the CITY may engage other attorneys in the prosecution or defense of any litigation or to handle any specialized matters. The term "litigation" does not include appearances before any City Board such as the Local Code Enforcement Board.



H. NON-LIABILITY FOR COSTS AND EXPENSES. ATTORNEY shall not be liable for costs or expenses of any kind and shall be reimbursed by CITY for all ordinary and necessary expenses paid by ATTORNEY in connection with the prosecution or defense of any litigation.

I. ADDITIONAL COUNSEL. If employment of additional counsel shall be necessary or advisable in the preparation or trial of any litigation, ATTORNEY may contract for such assistance on terms approved by the CITY. Matters related to Police Unions and collective bargaining, should they arise, shall be outside of the scope of this contract and the CITY may continue to retain other labor counsel to handle those matters.

J. EQUAL EMPLOYMENT. In all hiring or employment made possible by or resulting from this Agreement, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, age, physical or mental disability, national origin, gender, creed, culture or ancestry.

ATTORNEY shall fully comply with CITY Ordinance No. 13-03 regarding employment discrimination, including Section 3-4 of the City Code, which provides:

It is an unlawful employment practice for an employer:

- (1) To fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions or privileges of employment because of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, age or disability.
- (2) To limit, segregate or classify employees or applicants in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee or applicant because of race, color, religion, sex, sexual orientation, gender identity or expression, marital status, national origin, age or disability.

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K. ASSIGNABILITY. ATTORNEY shall not assign any interest in this Agreement, nor shall ATTORNEY transfer any interest in the same without prior written consent of the CITY.

L. ACKNOWLEDGMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE. ATTORNEY herein expressly agrees and acknowledges that he is an independent contractor. As such, it is expressly agreed and understood between the parties hereto, in entering into this Agreement, that CITY shall not be liable to the ATTORNEY for any benefits or coverage as provided by the Worker's Compensation Law of the State of Florida.

M. ACKNOWLEDGMENT OF EXCLUSION OF UNEMPLOYMENT COMPENSATION. ATTORNEY herein expressly declares and acknowledges that he is an independent contractor, and as such is being hired by the CITY under this Agreement, and therefore, it is expressly declared and understood between the parties hereto, in entering into this Agreement, and in connection with unemployment coverage only that: (1) ATTORNEY has been and will be free from any control or direction by the CITY over the performance of the services covered by this ATTORNEY; (2) Services to be performed by ATTORNEY are outside the normal course and scope of the CITY's usual business; and (3) ATTORNEY has been independently engaged in the practice of law prior to the date of this Agreement. Consequently, neither ATTORNEY nor anyone employed by ATTORNEY shall be considered an employee of CITY for purpose of unemployment compensation coverage, the same being hereby expressly waived and excluded by the parties hereto.

N. WAIVER OF SICK AND ANNUAL LEAVE BENEFITS. It is expressly agreed and understood between the parties entering this Agreement that the ATTORNEY, acting as an independent agent, shall not receive any sick or annual leave benefits from the CITY.

O. CONFLICT OF INTEREST. ATTORNEY, by signing this Agreement, covenants that ATTORNEY has no public or private interest, direct or indirect, and shall not acquire



directly or indirectly any such interest, which does or may conflict in any manner with the performance of ATTORNEY'S services and obligations under this Agreement. ATTORNEY further covenants that, in the performance of this Agreement, no person having such an interest as described above shall be employed by ATTORNEY.

P. POWERS CONFERRED ON ATTORNEY. The CITY gives ATTORNEY the authority to file any and all papers necessary and proper in any action which he is authorized to prosecute or defend on behalf of the CITY; to take any evidence necessary and proper; to make any amicable and extrajudicial compromise of the case only with the CITY approval; and otherwise do those things ordinarily undertaken by a city attorney. ATTORNEY is granted the right and authority to do any and all things necessary and proper to protect the interest of the CITY, consistent with the City's Charter.

Q. CANCELLATION. Either party to this Agreement may terminate this Agreement at any time during the term of this Agreement by giving the other party written notice of said intention to terminate at least thirty (30) days before the date of termination; **provided, however,** that as to any pending litigation in which the ATTORNEY has been engaged, ATTORNEY shall, until a successor is appointed, take all actions necessary to protect the interests of the CITY pending appointment and appearance of such successor and shall be compensated therefor in the same manner as compensation is paid for litigation. ATTORNEY shall reasonably cooperate with any successor about pending matters. Notice of cancellation by the ATTORNEY shall be given to the CITY in care of the City Manager. Notice of cancellation shall be given to the ATTORNEY at his or her then address as shown by the records of the Florida Bar.

IN WITNESS WHEREOF, the parties have caused these presents to be executed as of the day and year first above written.

AMT

CITY OF ST. AUGUSTINE BEACH

ATTEST: *[Signature]*
City Manager

BY: *[Signature]*
Mayor-Commissioner

[Signature] FOR FIRM.

BY: LEX MORTON TAYLOR III
FOR DOUGLAS LAW FIRM

[Handwritten initials]

MEMORANDUM

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

FROM: Max Royle, City Manager 

DATE: June 30, 2023

SUBJECT: Rain Gardens: Consideration of Request from the Sustainability and Environmental Planning Advisory

Attached is an email from Ms. Bandy. She'll do a PowerPoint presentation at your meeting that will provide details about this topic. If the Proposal is to have some of the parkettes in the residential areas of the Coquina Gables and Chautauqua Beach subdivisions be used as rain gardens, some questions concerning the proposal are:

1. Have the residents living adjacent to the parkettes been informed of the proposal and do they agree with it?
2. How much will the rain gardens cost?
3. How much maintenance will they require?
4. Who will do the maintenance? The Public Works staff at this time is barely able to keep up with its summertime mowing and maintenance schedule.

Max Royle

From: Lana Bandy <lcbandym@yahoo.com>
Sent: Thursday, June 29, 2023 2:55 PM
To: Max Royle
Subject: Re: Rain Gardens

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.

Hi Max,

I am working on creating a PowerPoint presentation for the meeting, but I do not have any background material right now. When I was Chair, I kept the Commission updated on our rain garden efforts, so it should not come as a surprise that we want to move ahead with one. But let me know if there is specific information I should provide. Maybe the potential locations in case they want to look at them before the meeting?

Thanks,
Lana

On Monday, June 26, 2023 at 02:44:25 PM EDT, Max Royle <mroyle@cityofsab.org> wrote:

Lana,

SEPAC's proposal to use parkettes for rain gardens is on the agenda for the Commission's 7-10 meeting. If you have any written material for the Commission to review ahead of the meeting, I need it asap so that I can include it in the agenda books

Thanks,

Max

**City of St. Augustine Beach Building and Zoning Department****TO: Max Royle****FROM: Brian Law****SUBJECT: Milestone inspections for 3 story or greater condominiums****DATE: 6-6-2023**

On June 24, 2021 the Champlain Towers South beachfront condominium in Surfside, Florida collapsed resulting in the deaths of 98 people. This tragedy has resulted in the Governor of Florida requiring milestone inspections for three story or higher condominiums as per statute 553.899. City staff is asking that the city commission:

- 1) Approve a new fee schedule by resolution that includes:
 - Phase 1 milestone inspection reviews at \$150.00 per building.
 - Phase 2 milestone inspection reviews at \$100.00 per building
- 2) Review Florida statute 553.899 and determine if the city would like to have an ordinance for milestone inspections or simply adhere to the Florida Statute. Specific attention should be drawn to Florida Statute 553.899 (11).
- 3) Provide a date to begin the mailing of letters to the condominium associations as described in Florida Statute 553.899 (5).

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

RESOLUTION NO: 23-05

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

**RE: ESTABLISHING FEES FOR
BUILDING PERMITS AND OTHER
RELATED CITY SERVICES**

WHEREAS, the City Commission of the City of St. Augustine Beach has passed an ordinance authorizing that fees be established by resolution;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF ST. AUGUSTINE BEACH, FLORIDA, IN REGULAR SESSION ASSEMBLED:**

The City Commission of the City of St. Augustine Beach hereby establishes and adopts the fees for building permits, applications, inspections, tree removal, plans and applications, comprehensive plan amendments, file developments, mixed use developments, overlay districts, milestone inspections and stormwater management plan review as contained within Exhibit A, which is attached hereto.

RESOLVED AND DONE, this 10th day of July 2023 by the City Commission of the City of St. Augustine Beach, St. Johns County, Florida

Don Samora, Mayor

ATTEST:

Max Royle, City Manager

City of St. Augustine Beach Schedule of Fees and Services Building and Zoning Department

Impact Fees As established by ordinance of St. Johns County and interlocal agreement.

BUILDING PERMIT FEES

Issuance of a permit ---- \$15.00

Total Valuation -----Fees

\$1,000 or less \$27.00

\$1,001 to \$50,000 \$33.00 for the first \$1,001.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof to and including \$50,000.

\$50,001 to \$100,000 \$376.00 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof to and including \$100,000.00

\$100,001 to \$500,000 \$719.00 for the first \$100,000.00 plus \$6.00 for each additional \$1,000.00 or fraction thereof to and including \$500,000.00.

\$500,001 and up \$3,119.00 for the first \$500,000 plus \$5.00 for each additional \$1,000.00 or fraction thereof.

Note: Those projects that elect to use private provider services receive a 10% reduced permit fee (reduction must be claimed prior to permit issuance)

Basic valuations for permitting fees. Valuations for permitting fees shall be determined as follows:

Single Family Residential and Multifamily Residential ---- \$125.00 per square foot for living space, \$64.00 per square foot for garages, \$40.00 per square foot for patio and open space

Residential, hotels, assisted care facilities---As per the current ICC Building Code Valuation Table

Mercantile---- \$106.00 per square foot

Business----- \$150.00 per square foot

Assembly: Restaurants, Bars---- \$160.00 per square foot

Single Family Residential Swimming Pools ---- \$300.00

Multi Family or Commercial Swimming Pools ---- As per Building Valuation table

Any use not shown will be based on current ICC Building Code Valuation Table

Revision fee ----\$53.00 minimum or \$53.00 per hour

New House on lot after permit issuance -----Full plan review fee

Pre-built storage sheds -----Based on cost using Total Valuation Table

Moving of any structure----- \$100.00

Demolition (interior/exterior)----- \$100.00

Plan Review-----½ of Building Permit Fee

Note: Those projects that elect to use private provider services receive a 15% reduced plan review fees.

Exhibit A

State Surcharge-----Based on current State Requirements

Clearance Sheet Fee-----**(Applies to new buildings, additions, etc.)**\$400.00 with \$50.00 of the fee going to the City's Tree and Landscape Fund

Clearance Sheet Fee for Swimming Pools-----\$250.00

Clearance Sheet Fee for Screen Enclosures-----\$100.00

Clearance Sheet Fee for Commercial Renovations ----\$100.00

Transfer Permit to New Contractor-----\$100.00

Safety Inspection-----\$53.00

Occupancy/Use Classification Evaluation -----\$53.00

Project Status Verification/Technical Assistance -----Actual cost

Temporary Certificate of Occupancy/Completion

Residential ---- \$53.00

Commercial ---- \$106.00

Penalties (Building, Mechanical, Electric, Plumbing, Gas) :

- a. Working with no permit ---- \$100.00 and double permit fee
- b. Not updating sub list when required ----- \$25.00
- c. Sub-contractors not registered with City ----- \$25.00
- d. Reinspection Fees ---- \$53.00
- e. Extra inspection (uncorrected re-inspection items) -----Double the re-inspection fee.

After Hours Inspection with Building Official Approval ----- \$200.00 & Building Official Approval

DEP zoning confirmation letters ----\$53.00

Photocopies-----as per Florida Statute 119.07

- a. Over 11' x 17" --- \$5.00 per sheet

Refund for Active Permits:

- a. Prior to first inspection----- 50% of Permit Fee
- b. After first inspection ----0% Refund

MECHANICAL

Issuance of permit ---- \$15.00

Residential Single System (new)-----\$60.00

Each Additional System (new)----- \$40.00

Change outs (per system)----- \$50.00

Exhibit A

Repairs, Alterations, Additions----\$50.00

455 - 2011 (2010) Table 11

Commercial (A/C's, Refrigeration Units) ---- Based on Job Cost using Total Valuation Table

Gas Piping, new and additions (per system) ---- \$40.00

ELECTRICAL

Issuance of permit ---- \$15.00

Amps—per main service panel/upgrade

0-150 amps ----\$60.00

151-400 amps ---- \$100.00

401-1,000 amps----\$150.00

1,001 amps and over -----\$0.15 per amp

Amps-- per feeder panel (exempt single family and two family structures only)

0-150 amps ----\$60.00

151-400 amps---- \$100.00

401-1000 amps----\$150.00

1001 amps and over --- \$\$0.15 per amp

Temporary pole----- \$40.00

Service Change-----\$40.00

Additions and Repairs (per dwelling or unit)----- \$40.00

Sign Lighting ---- \$30.00

Swimming Pool Electrical ----\$30.00

Generator ----\$40.00

SOLAR PERMIT FEES

Permit Issuance ----\$15.00

Photovoltaic/Thermal Permit ---- based on cost using Total Valuation Table

PLUMBING

Issuance of permit ---- \$15.00

Base permit fee -----\$15.00

Each fixture including floor drains, traps, etc.

Residential-----\$5.00

Commercial ---- \$6.00

Sewer replacement -----\$40.00

Exhibit A

Sprinkler systems (landscaping)----- \$40.00

Re-pipe (per dwelling or unit) ---- \$40.00

TREE REMOVAL

Dead Tree(s) ---- No charge

Damaged or deemed a hazard ---- \$45.00 per inspection for trees over 6" DBH

Replacement and mitigation-----See section 5.01.03 of the Land Development Regulations

After the fact permits-----See section 5.01.05 of the Land Development Regulations

PLANNING & ZONING

Advertising Sign----- \$10.00

Application for Variance or Conditional Use ----- \$ 400.00 plus advertising sign and all other costs except legal advertising

Appeal Application (Building Official or Planning & Zoning Board) ----- \$300.00

Alley Vacating ---- \$300.00 plus advertising sign

Home Occupation application ----- \$ 100.00 plus advertising sign

Land Use Map ---- Actual Production Cost

Land Development Code ----- \$0.15 per page

Comprehensive Plan ---- \$0.15 per page

Zoning Certification Letters for title search, Open Permit search, Code Enforcement Search ----- \$50.00

Mixed Use Development Review ---- \$300.00 plus advertising sign

Concept Review ---- \$300.00 plus advertising sign

Overlay Districts ---- \$300.00 plus advertising sign

Application for review of proposed final development plans----- \$350.00 if under 2.0 acres; \$500.00 if 2.0 acres or more.

Tree removals 30" or greater requiring Planning and Zoning Board approval ----- \$50.00

Flexible setbacks to save trees requiring Planning and Zoning Board Approval ---- \$50.00

Zoning Review for Business Tax Receipt Applications ---- \$20.00

CONTRACTOR LICENSING

Issuance/Renewal of Construction Contractor License-Biennial ----- \$80.00

Issuance/Renewal of Tree Contractor License-Biennial----- \$80.00

Duplicate Card ---- \$20.00

COMPREHENSIVE PLAN AMMENDMENTS

2019-2021

Small Scale ---- \$500.00

A small-scale amendment must be consistent with all the following characteristics.

1. Encompass the use of 10 or fewer acres of any land use category.
2. Residential densities are limited to 10 or fewer units per acre.
3. Does not involve the same property more than once a year.
4. Does not involve the same owner's property within 200' of the property granted a land use change within the past 12 months.
5. Does not include any text change to the plans, goals, objectives and policies.
6. Is not located within an area of critical state concern.
7. The local government can approve the amendment without exceeding its yearly maximum of 60 acres of small scale amendments.

Large Scale ---- \$1000.00

PLAT APPROVAL

Review of Preliminary Plat \$150.00 plus \$2.00 per lot with a \$400.00 minimum

Application for Final Plat Approval \$5.00 per lot together with the cost of review for conformity with Chapter 177 F.S. by a professional Surveyor and mapper either employed by or under contract to the City of St. Augustine Beach. The estimated cost shall be deposited with the City at the time of application and any costs in excess of the estimated amounts shall be paid by the applicant prior to execution of the plat by the City.

STORMWATER MANAGEMENT

Stormwater management plan review by Section 6.05.03 -----For conformity with applicable statutes, rules and regulations by the City and State of Florida, by a professional engineer either employed by the City or under contract to the City of St. Augustine Beach by the applicant. The estimated fees shall be deposited with the City at the time of application and any fees in excess of the estimated costs shall be paid by the applicant prior to the execution of the development order by the city.

TRANSIENT LODGING ESTABLISHMENTS

Business Tax Receipts (Payable at the City Manager's Office) -----As per section 12-67 of the City of St. Augustine Beach Code

Application Fee (Payable at the Building & Zoning Department) ----- \$96.25

Initial Inspection (per dwelling or unit) (Payable at the Building & Zoning Department)----- \$450.00

Annual Re-inspection (per dwelling or unit)----- \$450.00

Reinspection Fees ----- \$53.00

Extra inspection (uncorrected re-inspection items) ----- Double the re-inspection fee

DRIVEWAY CONNECTIONS WITHING CITY RIGHTS-OF-WAYS

Residential Driveways

1. Construction of a residential driveway within a city right-of-way associated with an active building and/or zoning permit --- No Fee.
2. Construction or modification of a residential driveway within a city right-of-way not associated with an active building and/or zoning permit----\$100.00.
3. Working with no permit ----\$100.00 and double permit fee

Commercial Driveways

1. Construction of a commercial driveway within a city right-of-way associated with an active building and/or zoning permit ----\$125.00.
 2. Construction or modification of a commercial driveway within a city right-of-way not associated with an active building and/or zoning permit----\$250.00.
 3. Working with no permit ----\$100.00 and double permit fee
-

MILESTONE INSPECTIONS

Phase one of the milestone inspection review----\$150.00

Phase two of the milestone inspection review---\$100.00

The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

Title XXXIII	Chapter 553	View Entire Chapter
REGULATION OF TRADE, COMMERCE, INVESTMENTS, AND SOLICITATIONS	BUILDING CONSTRUCTION STANDARDS	

553.899 Mandatory structural inspections for condominium and cooperative buildings. –

(1) The Legislature finds that maintaining the structural integrity of a building throughout its service life is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare. As such, the Legislature finds that the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use.

(2) As used in this section, the terms:

(a) “Milestone inspection” means a structural inspection of a building, including an inspection of load-bearing walls and the primary structural members and primary structural systems as those terms are defined in s. [627.706](#), by a licensed architect or engineer authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the firesafety code.

(b) “Substantial structural deterioration” means substantial structural distress that negatively affects a building’s general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

(3) A condominium association under chapter 718 and a cooperative association under chapter 719 must have a milestone inspection performed for each building that is three stories or more in height by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. If the building is located within 3 miles of a coastline as defined in s. [376.031](#), the condominium association or cooperative association must have a milestone inspection performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. The condominium association or cooperative association must arrange for the milestone inspection to be performed and is responsible for ensuring compliance with the requirements of this section. The condominium association or cooperative association is responsible for all costs associated with the inspection. This subsection does not apply to a single-family, two-family, or three-family dwelling with three or fewer habitable stories above ground.

(4) If a milestone inspection is required under this section and the building’s certificate of occupancy was issued on or before July 1, 1992, the building’s initial milestone inspection must be performed before December 31, 2024. If the date of issuance for the certificate of occupancy is not available, the date of issuance of the building’s certificate of occupancy shall be the date of occupancy evidenced in any record of the local building official.

(5) Upon determining that a building must have a milestone inspection, the local enforcement agency must provide written notice of such required inspection to the condominium association or cooperative association by certified mail, return receipt requested.

(6) Within 180 days after receiving the written notice under subsection (5), the condominium association or cooperative association must complete phase one of the milestone inspection. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

(7) A milestone inspection consists of two phases:

(a) For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and nonhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in paragraph (b), is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to subsection (8).

(b) A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report pursuant to subsection (8).

(8) Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, and to the building official of the local government which has jurisdiction. The inspection report must, at a minimum, meet all of the following criteria:

(a) Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.

(b) Indicate the manner and type of inspection forming the basis for the inspection report.

(c) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.

(d) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.

(e) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.

(f) Identify and describe any items requiring further inspection.

(9) The association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery and by electronic transmission to unit owners who previously consented to receive notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector-prepared summary on the association's website, if the association is required to have a website.

(10) A local enforcement agency may prescribe timelines and penalties with respect to compliance with this section.

(11) A board of county commissioners may adopt an ordinance requiring that a condominium or cooperative association schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an association fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

(12) The Florida Building Commission shall review the milestone inspection requirements under this section and make recommendations, if any, to the Legislature to ensure inspections are sufficient to determine the structural integrity of a building. The commission must provide a written report of any recommendations to the Governor, the President of the Senate, and the Speaker of the House of Representatives by December 31, 2022.

(13) The Florida Building Commission shall consult with the State Fire Marshal to provide recommendations to the Legislature for the adoption of comprehensive structural and life safety standards for maintaining and inspecting all types of buildings and structures in this state that are three stories or more in height. The commission shall provide a written report of its recommendations to the Governor, the President of the Senate, and the Speaker of the House of Representatives by December 31, 2023.

History.—s. 3, ch. 2022-269.

Surfside condominium collapse

Coordinates: 25°52′23″N 80°07′15″W﻿ / ﻿

On June 24, 2021, at approximately 1:22 a.m. EDT,^[a] **Champlain Towers South**, a 12-story beachfront condominium in the Miami suburb of Surfside, Florida, United States, partially collapsed, causing the deaths of 98 people. Four people were rescued from the rubble, but one died of injuries shortly after arriving at the hospital.^[9] Eleven others were injured.^[10] Approximately thirty-five were rescued the same day from the un-collapsed portion of the building,^[11] which was demolished ten days later.

A contributing factor under investigation is long-term degradation of reinforced concrete structural support in the basement-level parking garage under the pool deck, due to water penetration and corrosion of the reinforcing steel. The problems had been reported in 2018 and noted as "much worse" in April 2021. A \$15 million program of remedial works had been approved before the collapse, but the main structural work had not started. Other possible factors include land subsidence, insufficient reinforcing steel, and corruption during construction.^{[12][13][14]} The National Institute of Standards and Technology (NIST) is investigating almost two dozen potential causes for the collapse. It is likely they will determine several factors happened simultaneously to cause the collapse.^[15]

The Surfside collapse is tied with the Knickerbocker Theatre collapse as the third-deadliest non-deliberate structural engineering failure in United States history, behind the Hyatt Regency walkway collapse and the collapse of the Pemberton Mill.^{[16][17]}

Background

The residential condominium building, Champlain Towers South, was located at 8777 Collins Avenue (Florida State Road A1A) in the town of Surfside, just north of Miami Beach, Florida.^[18] Champlain Towers South (completed in 1981) was part of a three-building complex along with Champlain Towers North (completed in 1982), and Champlain Towers East (built between the North and South

Surfside condominium collapse



View of Champlain Towers South site, the morning of the collapse



Date	June 24, 2021
Time	Approximately 1:22 a.m. EDT ^[a] (UTC−4)
Location	Champlain Towers South 8777 Collins Avenue Surfside, Florida 33154
Coordinates	25°52′23″N 80°07′15″W﻿ / ﻿
Cause	Under investigation
Deaths	98 (97 initially, 1 survivor later died in the hospital)
Non-fatal injuries	11 ^[1]

buildings in 1994).^[19] All three were L-shaped structures with 12 stories, but as of 2021, the South building contained the most units at 136^[8] including a rooftop penthouse, varying in size from 1,200 to 4,500 sq ft (110 to 420 m²) and from one to four bedrooms.^[20] The penthouse was a controversial part of Champlain Towers South's design, as an exemption was needed to exceed Surfside's height limit.^[21] The penthouses were also not part of the original building permits.^[22]

William M. Friedman & Associates Architects, Inc., was the architect for the project's 1979 contract drawings.^{[23][24]} Breiterman Jurado & Associates, consulting engineers, were responsible for engineering aspects and the 1979 contract drawings, with Breiterman and associates covering structural items and Jurado and associates covering electrical and mechanical.

The project was the first new construction in Surfside following a moratorium on new development imposed by Miami-Dade County due to water and sewer infrastructure problems in Surfside during the 1970s. In 1979, developers paid the city \$200,000 (equivalent to \$806,000 in 2022) to fund the replacement of the sewer system and secure approval for the construction of the condos.^[25]

Collapse

The pool deck of Champlain Towers South suddenly suffered a partial collapse at about 1:14 a.m, followed by the progressive collapse of the central section and eastern wing of the building at 1:22 a.m. EDT^[a] on June 24, 2021.^{[26][27][28]} The collapse of the building lasted less than 12 seconds.^[29] Surveillance video footage indicates that a large north-central section of the building abruptly collapsed first. This isolated and destabilized part of the northeast corner of the building, which also collapsed approximately nine seconds later.^{[30][31]} Of the 136 units in the building,^[32] at least half were destroyed.^[33]

Casualties

A total of 98 people have been confirmed dead, all of whom have been identified.^{[34][35][1]} On July 6, it was reported that there were 126 survivors.^[36]

The sister of Silvana López Moreira, the First Lady of Paraguay, died in the collapse along with her husband and their three children.^{[37][38][39]}

Property damage	\$1 billion ^[2]
Litigation	Class-action lawsuit settled for \$997 million ^[3]



Champlain Towers South in 2015

Surveillance video on YouTube

Video shows South Florida building collapse (<https://www.youtube.com/watch?v=KR29pLccutY>), by Fox 13 Tampa Bay

Casualties by nationality or national origin

Country	Deaths	Injured	Ref.
 United States	64	10	[b]
 Paraguay	6		[40]
 Argentina	4	1	[41][42][43]
 Canada	4		[44]
 Cuba	4		[45]
 Venezuela	4		[43][46]
 Colombia	3		[43]
 Uruguay	2		[47]
 Australia	2		[48]
 Brazil	1		[49][50]
 Chile	1		[51]
 Costa Rica	1		[52]
 Italy	1		[49][50]
 United Kingdom	1		[53]
Total	98	11	



Before the collapse (2015)



Remaining part of the structure on June 24, which was demolished July 4

Rescue and relief operations

On June 24, more than 80 rescue units responded to the collapse, according to the Miami-Dade Fire Rescue Department.^[54] Surfside mayor Charles Burkett said in a news conference that ten people were treated at the scene, one person was dead, and two people were hospitalized.^[55] Both hospitalized victims – a mother and her daughter – survived with serious injuries, having fallen from the ninth floor to the fifth floor. They were pulled from the rubble by Miami Dade Fire-Rescue Aerial 19; it was originally erroneously reported by CBS 4 that the mother rescued herself.^[56] Her husband did not survive.^[57] Their family cat was later found wandering near the collapsed building.^[58] At least 35 people were rescued on June 24^[11] and up to 159 were unaccounted for.^{[28][59]}

A woman's voice was heard until around 11:00 a.m., but rescuers were not able to reach her.^{[60][61][62]} Miami-Dade County mayor Daniella Levine Cava signed a state of emergency declaration at 4:33 p.m. on June 24^[63] and called on Florida governor Ron DeSantis to do so at the state level.^[64] Governor DeSantis viewed the site on the same day,^[65] and issued a state of emergency.^[66] The White House and Federal Emergency Management Agency stated that they were in contact with local officials and providing assistance.^[67] President Joe Biden was briefed on the event, and spoke with Miami-Dade County mayor Levine Cava.^{[68][69]}



Miami-Dade firefighters search for survivors, June 24

Two FEMA Urban Search and Rescue Task Force teams, Urban Search and Rescue Florida Task Force 1 based in the Miami-Dade Fire Rescue and Urban Search and Rescue Florida Task Force 2 based in the Miami Fire-Rescue Department, were activated.^{[70][71]} An additional three teams, one in Ohio and two in Virginia, were put on standby.^[72] Members of Hatzalah of South Florida, a Jewish faith-based ambulance service which was authorized to transport patients as part of a law signed the previous week in Surfside,^[73] were among the first to respond, setting up an onsite triage station.^{[74][75]}



Rescuers with a search and rescue dog, June 24

Israel offered clothes, medication, food, water, and other aid to the victims of the collapse. At least 35 of the missing were Jewish, but it was not yet clear whether any were Israeli citizens, according to Israeli consul general Maor Elbaz-Starinsky, who came to the scene and conveyed an official offer from the Israeli government to send the Israel Defense Forces' Home Front Command search and rescue team to assist in the rescue efforts. The Command has assisted in many other disasters, such as the 2017 Puebla earthquake, 2010 Haitian earthquake, and Typhoon Haiyan.^[76] Israel's President Reuven Rivlin, Prime Minister Naftali Bennett and Foreign Minister Yair Lapid offered condolences and support.^[77] A unit specializing in providing psychological and emotional stabilization following traumatic incidents was dispatched from United Hatzalah.^[78]

The National Basketball Association's Miami Heat staff handed out water and snacks to state emergency workers. World Central Kitchen and Direct Relief, both of which are beneficiaries of the Heat's charitable arm, were also helping.^[79] American Red Cross volunteers assisted people displaced by the collapse.^[80]

On June 25, Mayor Levine Cava announced that rescue teams from Israel and Mexico had joined the search and rescue effort, rotating in two daily 12-hour shifts of sifting through the rubble.^[81]

On June 26, in a news conference, Mayor Levine Cava explained that a fire deep within the rubble, and subsequent smoke, were impeding the ability of fire and rescue personnel to search for survivors. She indicated that the fire "spread laterally throughout the pile", making it difficult to isolate the source.^[82] Officials said rescuers were in the tower's heavily damaged underground parking garage, under constantly changing conditions.^[19] Levine Cava advised that "No further victims have been found, as you've heard. The numbers are the same as they were yesterday; 127 have been accounted for... One hundred and fifty-nine unaccounted for. Four confirmed dead."^[83] Later that afternoon, the official toll was revised without elaboration to five dead and 156 missing.^[84]

Surfside Mayor Burkett advised residents of the Champlain Towers North building, located about 500 ft (150 m) north of the fallen structure, to evacuate with Federal Emergency Management Agency (FEMA) assistance "pending a thorough structural investigation", noting that the North and South buildings had been constructed by the same developer at about the same time, and likely using similar plans and materials.^[85] He did not immediately order the evacuation of the building or declare it unsafe.^[86] By late afternoon, voluntary evacuations were occurring at both Champlain Tower North and Champlain Tower East.^[87]

Florida officials announced that THOR, a 1,000 sq ft (93 m²) mobile command center, was being deployed from Escambia County to help coordinate teams and operations.^[88] THOR, which includes cellular, satellite, and VOIP wireless systems and UHF and VHF radio systems, with built-in

generators, were deployed for at least 10 days.^[89]

On June 27, FEMA administrator Deanne Criswell announced that the US Army Corps of Engineers, which has significant experience with complex construction, demolition, stabilization, and forensic engineering projects, is providing onsite assistance.^[90] A search-and-rescue team from the Israeli Defense Forces' Home Front Command arrived in the morning, along with a six-person psycho-trauma unit from the Israel-based United Hatzalah including the K9 AACR therapy unit (with a first response therapy dog and her therapist handler), and members of ZAKA, a volunteer team that specializes in rescues and gathering body parts for Jewish burial.^{[74][91][92]} In the evening, Mayor Levine Cava advised that nine people had been confirmed dead and 152 were missing. Four more names were released later that night, leaving only one of those confirmed dead not publicly identified. Two of the victims named were Venezuelan nationals.^[93]



Israeli units assist in the search

On June 28, an additional fatality was confirmed, bringing the number of dead to 10, with 151 people still missing. Miami-Dade Fire Rescue Chief Ray Jadallah stressed that, while the operation entered its fifth day, the effort was still focused on the search for and potential rescue of survivors rather than shifting to recovery.^[94] In the afternoon, Levine Cava announced that an eleventh body had been found, reducing the number of missing to 150.^[95] The names of three additional victims were released later in the evening, making all of the 11 known fatalities then publicly identified.^[96] An international nonprofit group of volunteers trained in Israel called Cadena International (*cadena* being a Spanish word meaning "chain") was assisting the rescue mission.^[97]

The Miami Marlins, along with the Miami Marlins Foundation, announced that the team had created the Marlins Surfside Relief Fund. Matching \$50,000 donations were made by Marlins majority owner and chairman Bruce Sherman and Anthony Hsieh, founder and CEO of Marlins naming-rights partner LoanDepot. The Marlins organization and Marlins ownership group collectively contributed an additional \$25,000, as did LoanDepot, which said they would match the next \$50,000 contribution.^[98]

On June 29, Mayor Levine Cava reported that no more survivors or victims had yet been found, but that 210 search and rescue workers were on site, each working 12-hour shifts. Workers were being medically evaluated regularly to ensure their fitness to work at the site. A massive fire deep in the rubble pile, which had hampered search and rescue efforts since the collapse, was finally extinguished.^[99] Small, radio-controlled robots equipped with thermal sensors and 360-degree cameras were being deployed to assist in search and recovery efforts.^[100] President Biden was expected to visit the site on July 1, having not done so earlier to avoid disrupting rescue operations.^[101]

In the evening, Mayor Levine Cava advised that 12 people had been confirmed dead and 149 were missing. Levine Cava said that authorities would audit the names of the missing to ensure none are duplicates, particularly because of provided Hebrew names. Miami-Dade Fire Chief Alan Cominsky said 3,000,000 lb (1,400 t) of concrete had been removed from the site of the collapse. He said rescue workers would not reenter the west section of the building facing Collins Avenue, which was still standing, because it was unstable, making it too dangerous to do so. Rescuers could not enter a large area under the rubble on the eastern side of the site because of the same risk.^[102]

Florida Division of Emergency Management Director Kevin Guthrie and Miami-Dade Fire Chief Cominsky requested that FEMA deploy an additional Urban Search and Rescue Task Force team, anticipating that emergency response to the 2021 Atlantic hurricane season would otherwise have an adverse impact on the number of rescue and recovery personnel available for deployment at Surfside.^[103]

On June 30, an additional six bodies were found on Wednesday, including the wife and two children of a man whose body was found on June 26. This brought the death toll to 18 and reduced the number of missing to 145.^[104] In the afternoon, the rescuers discovered void spaces, including one described as "a big tunnel", in the rubble.^{[105][106]}

On July 1, search and rescue efforts were halted at the site at approximately 2:00 a.m. due to concerns that the western portion of the structure, which had not collapsed, was increasingly likely to do so, creating unsafe conditions for workers.^[107] President Biden visited the site after meeting with Governor DeSantis, Mayor Levine Cava, other elected leaders, and uniformed first responders in a conference room at the nearby St. Regis Bal Harbour resort. Biden suggested that the federal government could possibly cover the full cost of the first 30 days of rescue and recovery efforts.^[108] Concern also mounted that Tropical Storm Elsa could make landfall in south Florida, further destabilizing the standing portion of the structure and the debris field and interfering with rescue operations.^[109] The search resumed in the early evening after a 15-hour delay,^[107] and authorities announced the identity of an additional fatality, leaving one victim publicly unidentified.^[108]

The U.S. National Institute of Standards and Technology (NIST), which sent scientists and engineers to the site on June 25 under the authority of the National Construction Safety Team Act,^[110] announced that it would launch a full investigation into the collapse, with an eye to determining best practices to prevent similar disasters in the future.^[108] Debbie Wasserman Schultz, the U.S. representative from Florida's 23rd congressional district which includes Surfside, tweeted, "There are millions of high-rise condo units like those in Champlain Towers all across Florida... The NIST investigation is a major announcement and will be key to learning not only the cause of the tragedy in Surfside, but the potential danger posed to other structures across FL."^[111]

On July 2, the bodies of two more victims were found in the wreckage, according to comments at a morning news conference by Mayor Levine Cava, bringing the known death toll to 20.^[112] The mayor also revised the number of missing downward to 128, explaining that officials "originally received a report [regarding] a potentially missing person... That report was only marked as one person, but when the detectives were able to reach and verify... we discovered that there are in fact, several family members who could have been [ac]counted for... and now we can mark them as safe."^[112]

Due to the large influx of search and rescue personnel, officials, and investigators from around the country and outside the US, and a resulting shortage of hotel rooms, accommodations were being provided to some workers on a cruise ship, Royal Caribbean Group's *Explorer of the Seas*, docked at PortMiami.^[113]

At an evening news conference, Mayor Levine Cava announced the recovery of two additional bodies, bringing the death toll to 22.^[114] The mayor then ordered the remaining structure to be demolished as soon as it was feasible. Ongoing structural engineering assessments indicated that the standing portion of the structure was dangerously unstable, presenting a hazard to rescue and recovery teams working on site. She said the demolition would "take, most likely, weeks".^[115]

A Chilean man, first cousin of Chilean Air Force general Alberto Bachelet and uncle to the general's daughter Michelle Bachelet (who served as President of Chile from 2006 to 2010 and 2014 to 2018), and his Filipino American wife, a retired senior budget officer at the International Monetary Fund, were formally identified by authorities on Friday night among four previously recovered victims.^{[116][117][118][119]}

On July 3, two more bodies were found at the site, bringing the known death toll to 24, and the number of missing was revised downward to 121.^[120] Demolition of the remaining structure was moved to an earlier date, due to Tropical Storm Elsa, which was expected to arrive in Florida the following week. The search was suspended as a result.^{[120][121]} Rescuers used visual searches, thermal cameras, drones, and animal traps to try to locate pets left behind in the standing portion of the building, but did not find any.^{[122][123]}

On July 4, authorities announced that the still-standing western portion of Champlain Towers South would be demolished by Controlled Demolition, Inc. between 10:00 p.m. EDT Sunday night and 3:00 a.m. EDT Monday morning, after accelerating planning and placement of explosives in the building's foundation to complete the demolition prior to the arrival of Tropical Storm Elsa. The controlled demolition was expected to cause the standing structure to collapse mostly into the current footprint of the building, with debris outside that perimeter expected to fall on the west (Collins Avenue) side to avoid disturbing the existing search and rescue zone on the east. The search for survivors of the initial collapse was set to resume almost immediately after the demolition was completed.^{[124][125]}

A petition with over 18,000 people were signed to halt the demolition plans until all pets are found in the standing portion of the building.^[126] An hour before demolition, a county judge denied an attorney's emergency motion to delay demolition and allow people to retrieve their pets.^{[127][128][129]}

The demolition took place at approximately 10:30 p.m. EDT on July 4,^[130] and the search for survivors resumed 20 minutes later.^[131]

On July 6, the death toll continued to increase as workers searched portions of the rubble that they had previously not been able to access.^[132] At a morning news conference, Mayor Levine Cava said there are "only around 70 [people] that we can confirm were in the building at the time of collapse", acknowledging doubt about the official estimate of 113 missing. Tropical Storm Elsa increased in strength in the Florida Straits north of Cuba, prompting authorities to predict that it would be a Category 1 hurricane when it made landfall along Florida's west coast.^[133]

In the late afternoon, officials announced that an additional 12 bodies had been located since the search resumed after the demolition of the western portion of the structure on Sunday, including 4 on Tuesday. This brought the death toll to 36, with as many as 109 people still considered missing. Of the 36 confirmed dead, 29 have been publicly identified.^[134]

On July 7, In a private morning briefing with families, and a later briefing for reporters, authorities announced the recovery of an additional 10 bodies, the largest number thus far found in any 24-hour period. This brought the number of known deaths to 46. According to Mayor Levine Cava, 94 were still believed missing. Miami-Dade Fire Chief Jadallah said that families of 32 of the victims have been notified, and stated that "we haven't transitioned" to a purely recovery operation, as would occur when rescue of additional survivors was deemed no longer possible. He said they had so far not detected any voids in the rubble that would be likely to shelter survivors.^[1] Tropical Storm Elsa weakened and made landfall significantly north and west of Miami, greatly reducing its impact on the ongoing operations at the site versus earlier predictions.^[135]

Later in the day, authorities announced in another private briefing for family members that operations, now in their 14th day, were shifting from search and rescue to search and recovery.^[136]

Subsequent recovery operation

On July 9, the death toll rose to 79 after workers found an additional 15 victims.^[137] Binx, a cat who lived with the Gonzalez family on the ninth floor, was found alive. The survival of the cat gave relatives hope for additional human survivors.^{[138][58]} Seven more victims were found the following day, bringing the death toll to 86. 43 people remained missing.^[139]

On July 11, four more victims were found, bringing the death toll to 90, while the number of missing was revised to 31.^{[140][141][142]}

On July 12, four more victims were found, bringing the death toll to 94, while the number of missing was revised to 22.^{[143][144]}

On July 13, one more body was found, bringing the count to 95.^[145]

On July 14, the number of missing was revised to 14. Another body was found, bringing the death toll to 96.^[146]

On July 15, the total confirmed deaths rose to 97, of whom all but 7 had been positively identified. The number of missing persons was reduced to 8.^[147]

On July 17, authorities had positively identified 95 of the 97 recovered victims.^[148]

On July 23, the Miami-Dade fire department left the area and discontinued the recovery effort.^[149]

On July 26, the final missing person was identified. The death count stands at 98, all positively identified.^[150]

Response

On June 25, the National Institute of Standards and Technology (NIST) assigned a team of scientists and engineers to investigate the collapse and, on June 30, it launched a full technical investigation that could take years to complete.^{[151][152]}

On June 26, Miami-Dade Mayor Daniella Levine Cava ordered an immediate audit of all high-rise buildings in Miami-Dade County older than 40 years and taller than five stories, and all those built by the developer of the Champlain Towers condominium complex, to be completed within the next 30 days.^[87] The editorial board of the *Miami Herald* called for a grand jury investigation of the collapse. Miami-Dade County state attorney Katherine Fernandez Rundle told the board, "Historically, this is the sort of thing grand jurors look at."^[153] The audit led to the immediate closure and evacuation of Crestview Towers, a 156-unit condominium building at North Miami Beach (7 mi (11 km) away from Champlain Towers South), following the submission of a report dated January 2021 but not received by the city until July 2, which determined the structure was unsafe electrically and structurally.^{[154][155]} It also led to the closure of the historic Miami-Dade County Courthouse on July 9 after an engineer reported "safety concerns with various floors"; staff members were directed to work remotely.^{[156][157]}

The town of Surfside announced on June 27 that it had contracted with Allyn Kilsheimer, founder and chief executive of KCE Structural Engineers, to study the partial collapse of the Champlain Towers South, assess the condition of adjacent and similar buildings, and provide geotechnical and original-design evaluations. The firm was involved in the forensic analysis of both the aftermath of the attack on the Pentagon during 9/11 and the Florida International University pedestrian bridge collapse in 2018.^[158] Surfside mayor Charles Burkett said that the town government would locate every document, including all correspondence sent or received, related to the Champlain Towers South building and post it on its web site in the interest of public transparency.^[159]

On July 5, *The New York Times* published an in-depth report saying that the collapse of Champlain Towers South prompted a review of hundreds of older high-rises in southeast Florida, as the management of other buildings "ignored or delayed action on serious maintenance issues". The article includes three annotated color-coded maps identifying buildings which are under scrutiny due to their date of construction and their height.^[160] The Times also reported that the chief building official in Surfside, Ross Prieto, had reassured residents in 2018 that the tower appeared to be in "good shape," despite having been made aware of a report warning of critical damage to the building's structure.^[161]

In the weeks following the tragedy, Florida Governor Ron DeSantis promised to review condo association regulations. Gov. DeSantis signed into law legislation to require stricter inspections for condominiums codifying a deal legislators reached in response to the deadly condo collapse.^[162]

On July 14, the Miami-Dade Police Department released 911 calls from the collapsed Champlain Towers South.^[163]

Aftermath

In what was termed a show of respect for victims and their families, the City of Miami Beach canceled its annual Fire on the Fourth festival, which was scheduled to be held blocks away at 72nd Street and Collins Avenue at the North Beach Bandshell. Other Independence Day events were canceled in the metro Miami area, both to show respect to those affected by the collapse and to avoid worsening an already bad traffic situation due to road closures and detours associated with rescue efforts in Surfside.^[164]

Removal of debris

Some of the structural elements from the rubble were transported to a warehouse at an undisclosed location for analysis and testing. Additional debris, including concrete, personal belongings, and damaged cars from the parking garage, was transported to an empty field near the intersection of Interstate 95 and Florida's Turnpike (SR 91), approximately 10 mi (16 km) from the building collapse.^[165]

Redevelopment

By July 7, with the emergency response only just transitioning from rescue to recovery, discussions were already underway about the future use of the site.^[166] Some called for it to become a memorial park rather than be redeveloped for housing.^[167] On July 14, Miami-Dade Circuit Judge Michael

Hanzman approved the sale of the property to developers, on the condition that proceeds are used to benefit the victims and their families.^[168]

The site of the collapse was sold in May 2022 for \$120 million to Dubai-based developer Damac owned by billionaire Hussain Sajwani. Damac was the only bidder in the auction conducted by Avison Young, the commercial real estate firm appointed by the court. The new properties will be branded as Cavalli luxury residences.^{[169][170]}

Legal action

On June 24, 2021, a lawsuit was filed in Miami Dade Circuit Court by a resident of the building against the Champlain Towers South Condominium Association, seeking \$5 million in damages "due to defendant's acts and omissions and their failure to properly protect the lives and property of plaintiff and class members".^[171]

On July 2, the Champlain Towers South condominium board issued a statement to the press following a judge's decision^[172] directing a receiver to release emergency assistance funds to residents of the building. The full statement read:

The surviving members of the Champlain Towers South Condominium Association board have concluded that, in the best interest of all concerned parties, an independent Receiver should be appointed to oversee the legal and claims process. The collapse of Champlain Towers South is an unspeakable tragedy that has devastated our community, our neighbors, and our friends. We are grieving and our hearts ache for those who have been lost and for their families. They have our deepest condolences. Our profound gratitude goes out to the emergency rescue personnel – professionals and volunteers alike – who have been working around the clock. We know that answers will take time as part of a comprehensive investigation and we will continue to work with city, state, local, and federal officials in their rescue efforts, and to understand the causes of this tragedy.^[173]

On July 16, 2021, the trial court appointed class counsel, led by co-chair lead counsel Harley Tropin and Rachel Furst,^[174] to represent two subclasses of victims - those who had lost family members or suffered a personal injury as a result of the collapse, and those who had suffered only an economic loss on account of the destruction of their apartment unit.

On August 16, 2021, class counsel filed an amended consolidated class action complaint on behalf of these classes of victims, naming only the Champlain Towers South Condominium Association as a defendant and alleging the Association's negligence in its failure to adequately maintain and repair the building.^[175] After initial investigation into additional contributing causes of the collapse, on November 16, 2021, class counsel filed a second amended complaint, bringing a class action lawsuit against various entities responsible for the development, maintenance, and repair of the Champlain Towers South property and the neighboring development located at 8701 Collins Avenue, known as Eighty Seven Park.^[176] The named defendants were 8701 Collins Development, LLC; Terra Group, LLC; Terra World Investments, LLC; John Moriarty & Associates of Florida, Inc.; NV5, Inc.; DeSimone Consulting Engineers, LLC; Champlain Towers South Condominium Association, Inc.; Morabito Consultants, Inc.; and Becker & Poliakoff, P.A.^[177] The trial court denied motions to dismiss

this class action complaint, and it was amended again on March 10, 2022, to add Stantec Architecture Inc.; Geosonics, Inc.; Florida Civil, Inc.; and 8701 Collins Avenue Condominium Association, Inc., as additional defendants.^[178]

On June 23, 2022, one day before the 1 year anniversary of the collapse, a \$1.02 billion settlement was approved by Judge Michael Hanzman for victims of the collapse.^[179] The defendants in the case and other targets that were never named as defendants chose to settle quickly to avoid long delays from litigation and exposure to liability.^[3] Roughly half the settlement amount came from a single company, Securitas AB, that was never named in the lawsuit, in relation to the on-duty security guard not triggering a building-wide alarm before she exited the building.^[180]

Possible causes

Saltwater corrosion of rebar

A 2018 inspection performed by the engineering firm Morabito Consultants pointed out a "major error" in the construction of the pool deck, whereby the waterproofing layer was not sloped. Rainwater that collected on the waterproofing therefore remained until it could evaporate. Over the years, the concrete slabs below the pool deck had been severely damaged by this water. The report noted the waterproofing below the pool deck was beyond its useful life and needed to be completely removed and replaced. The firm wrote that "failure to replace waterproofing in the near future will cause the extent of the concrete deterioration to expand exponentially", and that the repair would be "extremely expensive". The ceiling slabs of the parking garage, which sat below the pool deck, showed several sizable hairline cracks and cases of exposed reinforcing bar or rebar from spalling.^[23]

In October 2020, initial repairs around the pool could not be completed because (according to engineers) the deterioration had penetrated so deeply that repairs would have risked destabilizing that area.^[181]

On April 9, 2021, a letter to residents had outlined a \$15-million remedial-works program, noting that concrete deterioration was accelerating and had become "much worse" since the 2018 report.^[182] Although the roof repairs pursuant to the consultant's report were underway at the time of the collapse,^[183] remedial concrete works had not yet begun.^[184]

According to Surfside town commissioner Eliana Salzhauer, at the time of the disaster, the building had been undergoing inspection for its 40-year recertification, which typically takes one year to complete.^[185] Morabito Consultants, the engineering firm who performed the 2018 inspection, were retained by the condominium association to perform the inspection for the condominium's 40-year recertification.^[186]

In addition to the freshwater infiltrations from the defectively constructed pool deck, a maintenance manager had reported a possible excessive ingress of salt water, which can cause more aggressive spalling.^[187]

Water leaks

On June 28, 2021, the *Miami Herald* published images from an anonymous pool contractor, who claimed that they showed portions of the pool equipment room, located next to the pool on the south side of the underground garage, just 36 hours before the collapse. According to that contractor, the images showed standing water, cracking concrete, and severely corroded rebar next to the pool.^[188]

On June 30, WLS-TV in Chicago publicized a bystander's video of water pouring into the parking garage from above near its entrance, and apparent concrete rubble lying on the floor, reportedly taken at 1:18 a.m., seven minutes before the north-central portion of the building collapsed.^{[189][190]}

Inadequate construction

On July 3, *The New York Times* reported that investigators had found less rebar than specified in the building's construction plans in its footing neck and starter columns. The report cautioned that some may have been dislodged in the collapse, and that reduction of rebar alone would not necessarily cause failure because steel requirements can change during the construction process, and designs often specify more than is strictly needed as a safety precaution.^[181] Construction contractors using less rebar than required is a very common cause of structural failure.^[181] There is some evidence that proper inspections were not performed during and after construction.^[160]



Remains of the collapsed condominium in October 2021

On June 27, 2021, the *Miami Herald* reported on the consensus of six engineering experts it interviewed. Based on publicly available evidence, the experts believed that a structural column or concrete slab beneath the pool deck likely gave way, causing the deck to collapse into the garage below. This formed a crater beneath the bulky midsection of the tower, which then caved in. This is a type of progressive collapse, in which one structural part gives way, destabilizing and removing support from other parts, which in turn collapse and rapidly remove structural support. Evidence includes the report that moments before the building collapsed, a resident of a fourth-floor unit called her husband to say that a crater had appeared in the pool deck. She went missing in the collapse and was later found dead.^{[191][192]} A surviving resident also stated that part of the pool deck and street-level parking area had collapsed into the parking garage minutes before the collapse.^[193]

Corruption during construction has been cited by multiple local media sources as a potential contributing cause of the collapse.^{[12][13][14]}

Subsidence

Distinct from possible construction defects, an analysis of European Remote-Sensing Satellite data by Florida International University indicates that the building had been sinking during the 1990s at a significant rate of about two mm (0.079 in) per year. While 97 percent of Miami Beach had been stable, 1,555 of 18,949 points in Miami Beach had been sinking, at a rate of less than one mm (0.039 in) per year.^[194] A building collapse due to sinking is likely only if parts are sinking at different

rates, creating tensions that weaken the structure, known as differential settlement. The researchers noted that other overbuilt areas were sinking at a significantly faster rate, such as on the artificial islands in Biscayne Bay – up to 3.8 mm (0.15 in) per year.^{[195][196][197][198]}

Damage caused by construction on adjacent site

On June 28, 2021, *The New York Times* reported that the secretary of the resident-led association that managed Champlain Towers South contacted the town building department in early 2019^[199] about resident concerns that their building's structural integrity was affected by the construction next door at the Eighty Seven Park condo development. The project broke ground in early 2016^[200] and was completed in late 2019.^[201] The *Miami Herald* also reported on the possible connection between the driving of sheet pilings during the construction of Eighty Seven Park and the collapse.^[202] No known engineering records suggest a connection between Eighty Seven Park construction and any damage at Champlain Towers.^[199]

Impact

Pulitzer Prize

The collective 37-person staff of the *Miami Herald* received the 2022 Pulitzer Prize for Breaking News for its investigative reporting of the collapse and its causes.^[203]

Legislation

The Florida legislature passed condo reform legislation in a May 2022 special session addressing issues highlighted in the aftermath of the Surfside collapse. The bill creates a state-wide inspection program for condo buildings taller than three stories. Starting in 2025, the buildings will go through a "milestone inspection" certification process when reaching 30 years of age, or 25 years if the building is located within three miles of the coast, and will be inspected again every 10 years afterward. The inspection records must be posted online and shared with tenants, and condo associations will no longer be able to waive the requirement that they keep a reserve fund large enough to maintain the structural integrity of the building.^{[204][205]}

Puerto Rico

After the collapse, the Puerto Rico Professional College of Engineers and Land Surveyors (Spanish: *Colegio de Ingenieros y Agrimensores de Puerto Rico*, CIAPR) sought to convince the Puerto Rican government^[c] to legally adopt the International Property Maintenance Code of 2018 (IPMC 2018) and require periodic inspection and maintenance of buildings. CIAPR Earthquake Commission president Félix L. Rivera cited concerns that "many buildings [in Puerto Rico] are built on sandy terrain, in the maritime-land zone, exposed to water and corrosion."^[206]

See also

- 1974 Miami DEA building collapse

- [Hard Rock Hotel collapse](#)
- [Hyatt Regency walkway collapse](#)
- [List of structural failures and collapses](#)
- [Ronan Point collapse](#)
- [Sampoong Department Store collapse](#)
- [Structural integrity and failure](#)
- [Harbor Cay Condominium collapse](#)

Notes

- a. The *Miami Herald* reported in its timeline of the day of the collapse^[26] that the first call to emergency services was received at 1:23 a.m. EDT. *The Washington Post* reported that a resident called 911 at 1:19 a.m., after part of the pool deck and a surface-level parking deck had collapsed, that the first fire engine was dispatched to the building at about 1:20 a.m., and that the building collapsed between 1:24 and 1:25 a.m.^[193]
- b. One dual British-American citizen is confirmed dead, tabulated in *Casualties by nationality* table under "United Kingdom".
- c. According to CIAPR Earthquakes Commission president Félix L. Rivera, CIAPR spoke to Puerto Rican legislators about this. However, in the news article, no date was given nor any links to legal documents concerning this.^[206]

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External links

- Media related to Surfside condominium building collapse at Wikimedia Commons
 - Official website of Champlain Towers South (<https://web.archive.org/web/20210624151746/https://www.champlainsouth.org/>), archived from the original (<https://www.champlainsouth.org>) on June 24, 2021
 - Public records on the building from the Town of Surfside (<https://surfside.one/public-records-search/>)
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Retrieved from "https://en.wikipedia.org/w/index.php?title=Surfside_condominium_collapse&oldid=1158507790"

MEMORANDUM

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

FROM: Max Royle, City Manager 

DATE: June 20, 2023

SUBJECT: Request for E-Bicycle Ordinance and Budget Resolution 23-11, to Pay Costs for School Resource Officer at Island Prep School

Chief Carswell has two requests that he wants to discuss with you.

- a. Pages 1-4 are his memo, the County's existing regulations concerning the applicability of its ordinances to traffic on the beach and access roads, and language for a proposed amendment (highlighted in red type) to Section 19-66 of our City Code.
- b. Pages 5-8, a memo in which he explains his request for a school resource officer at Island Prep, which is located at 4001 State Road A1A, opposite the Oasis restaurant, and Budget Resolution 23-11.

Concerning the e-bicycle regulations: If you agree with Chief Carswell's proposal, the City Attorney can prepare an ordinance for first reading at your August 7th meeting.



St. Augustine Beach Police Department

Daniel Carswell, Chief of Police



Memorandum

TO: City of St. Augustine Beach Commission
FROM: Daniel Carswell, Chief of Police
REF: Electric Bicycle Ordinance
DATE: 6/15/2023

At the February commission meeting, I addressed the commission about the need for additional language in our city code to govern the use of electric bicycles (e-bikes). Over the past few months, I have worked in coordination with our city attorney to accomplish this in the best way possible for our city.

To address this concern, I spoke with several neighborhood HOAs, researched call and citizen complaint logs, and researched agency social media posts. The feedback from our citizen complaints and calls for service generally fit into one of three areas of concern:

1. E-bikes were not yielding the right of way to pedestrians or operating carelessly on the sidewalk.
2. E-bikes were operating carelessly in the pedestrian area of our beach.

The proposed addition to St. Augustine Beach city ordinance Sec. 19-66; Use of sidewalks and certain other rights-of-way, would now include the pedestrian area of our beach as a prohibited area for motorized and electric bicycles. Ordinance 19-66 already has verbiage in paragraph (a) prohibiting motorized and electric bicycles from operation on city sidewalks. This addition would alleviate both concerns expressed by our citizens regarding e-bikes.

A handwritten signature in blue ink that reads "Daniel Carswell".

Daniel Carswell, Chief of Police

Sec. 5-1. Definitions.

Beach means the ocean beach bordering the Atlantic Ocean between the high and mean low water line.

City beach means the beach bordering the Atlantic Ocean situate within the city boundaries as described in section 1-2 of the City Charter Laws.

Motorboat means any vessel which is propelled or powered by machinery and which is used or capable of being used as a means of transportation on water.

Motor vehicle means any motor vehicle and any other vehicle propelled by power other than muscular power. "Motor vehicle" does not include any law enforcement and emergency rescue vehicle, life guard vehicle, or other government-owned vehicle when being used for governmental ocean beach purposes.

Personal watercraft means a small class A-1 or A-2 vessel, as classified under F.S. § 327.25, which uses an outboard motor, or an inboard motor powering a water jet pump, as its primary source of motive power and which is designed to be operated by a person sitting, standing, or kneeling on, or being towed behind the vessel rather than in the conventional manner of sitting or standing inside the vessel.

Vessel is synonymous with boat as referenced in § 1(b), Art. VII of the State Constitution and includes every description of watercraft used or capable of being used as a means of transportation on water.

(Ord. No. 156, § 8, 10, 5-23-86; Ord. No. 90-7, § 1, 4-2-90)

Sec. S-7. Applicability of county ordinances; traffic on beach and access roads.

- (a) St. Johns County Ordinance No. 07-19 is hereby made applicable to the City of St. Augustine Beach and the provisions of such county ordinance shall control over any provisions of this Code and toward that end the provisions of this Code are declared to be supplemental to such county ordinance and any conflicting or less restrictive provisions of this Code are declared repealed.
- (b) It is unlawful for any person to operate a motor vehicle upon any portion of the beach bordering the Atlantic Ocean between the north right-of-way line of the "A" Street ramp extended easterly to the Atlantic Ocean and the northerly limit of the city. Vehicular traffic is authorized on the coastal beach with the exception of the portion of the coastal beach lying to the north of the "A" Street ramp.
- (c) On all days and times from and including March 1 to and including September 30 of each year, motor vehicles shall travel only in a southerly direction on the beach bordering the Atlantic Ocean between the north right-of-way line of the "A" Street ramp extended easterly to the Atlantic Ocean and the southerly limit of the city. The foregoing shall not be deemed to prohibit the short distance of east-west travel necessary to park on the beach, or to enter the beach at the "A" Street ramp, or to enter or exit from the beach at the Ocean Trace Road ramp. If the "A" Street ramp is closed or impassable, the Chief of Police may in his discretion allow two-way travel in northerly and southerly directions between the "A" Street ramp and the Ocean Trace Road ramp.
- (d) During the days and times described in subsection (b) of this section, the "A" Street ramp is hereby designated as a one-way entrance to the beach going easterly for motor vehicle traffic, and no vehicle shall exit the beach on the beach ramp.
- (e) Except for the days and times described in subsection (b) of this section, the flow of motor vehicle traffic on the beach bordering the Atlantic Ocean between the north right-of-way line of the "A" Street ramp extended easterly to the Atlantic Ocean and the southerly limit of the city is designated two-way traveling northerly and southerly, and the "A" Street ramp is designated as a two-way entrance or exit from the beach for motor vehicle traffic.

-
- (f) The Ocean Trace Road ramp is designated as a two-way entrance or exit from the beach for motor vehicle traffic.
 - (g) The maximum speed limit for motor vehicle traffic upon the beach bordering the Atlantic Ocean and on all beach access ramps is ten (10) miles per hour.
 - (h) The maximum speed limit for motor vehicle traffic on "A" Street from its intersection with State Road A-1-A east to the Atlantic Ocean is ten (10) miles per hour.
 - (i) The maximum speed limit for motor vehicle traffic on Ocean Trace Road is twenty (20) miles per hour.
 - (j) The access ramp located at the easterly termination of 4th Street is closed to motor vehicle traffic.
 - (k) This section shall be enforced and violations punished as provided by the Florida Uniform Traffic Control Law.
 - (l) No motor vehicle shall travel or drive upon any portion of the city beach between the hours of 10:00 p.m. and 5:00 a.m. between May 15 and October 15 of each year.
 - (m) It shall be unlawful to operate any vehicle not customarily used on public streets and highways, including, but not limited to, go-carts, all-terrain vehicles (ATVs) and other similar vehicles. There shall be exempted from this provision governmentally owned or operated vehicles.

(Ord. No. 139, § 1, 8-26-85; Ord. No. 156, § 7, 5-23-86; Ord. No. 176, § 1, 4-4-88; Ord. No. 90-5, § 1, 4-2-90; Ord. No. 92-14, § 1, 7-6-92; Ord. No. 93-5, § 1, 3-1-93; Ord. No. 94-5, § 1, 5-2-94; Ord. No. 95-6, § 1, 5-1-95; Ord. No. 96-6, § 1, 5-6-96; Ord. No. 97-23, § 1, 8-4-97; Ord. No. 06-25, § 1, 10-3-06; Ord. No. 07-10, § 1, 5-7-07)

Sec. 19-66. Use of sidewalks and certain other rights-of-way.

- (a) All public sidewalks, pedestrian pathways, courtyards, arcades, promenades, seawalls, city beaches (as defined in section 5-1 of this Code) not including those certain areas designated for motor vehicles referenced in section 5-7 of this Code, and boardwalks shall be only available for use by pedestrians or non-motorized or non-electric bicycles except for the following:
 - (1) Those areas under the control of the federal government or the state of Florida, Department of Transportation (FDOT), in which cases, those regulations shall apply;
 - (2) Shared use paths, as designated by the city manager, and marked by signage, shall be open to all restricted vehicles or devices; and
- (b) Restricted vehicles or devices shall include:
 - (1) Electronic personal assistive mobility devices, regulated pursuant to F.S. § 316.2068, colloquially known as Segways.
 - (2) Bicycles, including, but not limited to, electric bicycles or motorized bicycles;
 - (3) Push scooters, roller skates, rollerblades, inline skates, skateboards, and other similar devices without any motorized parts; and
 - (4) Electronic or motorized scooters (hereinafter referred to as e-scooters), as defined by the Florida Uniform Traffic Control Law.
- (c) Prohibited vehicles or devices shall include:
 - (1) Shared mobility devices, unless operating on motor vehicle traffic lanes where allowed by the Florida Uniform Traffic Control Law;
- (d) If any restricted vehicle or device is specifically permitted to be used on sidewalks or other rights-of-way controlled by the state or federal government and allowed by the Florida Uniform Traffic Control Law (FUTCL), it shall not be a violation of this chapter to do so, notwithstanding the above provisions. Individuals utilizing mobility devices pursuant to the Americans with Disabilities Act (ADA) may operate those devices on any city street, sidewalk, or walkway.
- (e) Any restricted vehicles or devices left unattended on public property, including in parks and rights-of-way of the FDOT or the City of St. Augustine Beach may be impounded by the chief of police or his or her designee. A restricted vehicle or device is not considered unattended if it is secured in a designated bicycle parking area or another location or device intended for the purpose of securing such devices.

(Ord. No. 20-01 , § 1, 2-3-20)



St. Augustine Beach Police Department

Daniel Carswell, Chief of Police



Memorandum

TO: Max Royle, City Manager
 FROM: Daniel Carswell, Chief of Police
 REF: School Resource Officer
 DATE: 6/19/2023

In May, the Island Prep School met with the police department to inquire about contracting a full-time School Resource Officer (SRO). This officer would be assigned to the Island Prep K-8 and Preschool for the school year August- May. During the summer months and holiday breaks, the officer would be reassigned to SABPD.

As a private school, Island Prep is responsible for the payment of their own security, whether it be through law enforcement or contracted security. A newly hired police officer’s cost, including benefits, is approximately \$96,812. In an effort to work with our community educators, I am proposing a divide of the SRO costs: 70% Island Prep School, 30% City of St. Augustine Beach.

Annual SRO Costs to the City of St. Augustine Beach	
SRO wages + benefits	\$96,812
70 % Costs covered by Island Prep School	-(\$67,678)
Training/Equipment Costs	\$1,000
Total Costs	\$29,744
FY '23 Costs	\$7,500

The SROs duties during the school year would include:

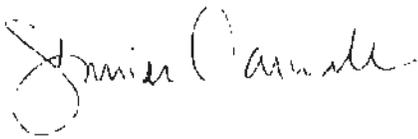
- Schedule- Monday through Friday, 7:30-4:30
- On-site security for all personnel and students at the K-8 and Preschool campus.
- Traffic control as needed.
- Speak/educate students on issues (as requested by staff).
- Conduct criminal investigations.
- Make referrals to social agencies.
- Evaluate security measures.

For the months of June, July, and all holiday breaks, their duties would include:

- Additional staffing during the summer months
- Assignment to beach patrol as needed.
- Fill in for short-staffed shifts as needed.
- Reassignment to major events coordination (Light up the Night).

I am requesting that the city approve a budget resolution in the amount of \$7,500 for the remaining months of FY 23 so that the police department can hire and train the SRO prior to the new school year beginning in August.

Thank you.

A handwritten signature in black ink, appearing to read "Daniel Carswell". The signature is written in a cursive style with a large initial "D".

Daniel Carswell, Chief of Police

M E M O R A N D U M

TO: MAX ROYLE, CITY MANAGER
FROM: PATTY DOUYLLIEZ, FINANCE DIRECTOR
SUBJECT: BUDGET RESOLUTIONS 23-11
DATE: 6/19/2023

Attached is Budget Resolution 23-11 for the additional costs of adding one School Resource Officer to the Police Department for the remainder of Fiscal Year 23. The need for the additional officer has been requested by Chief Carswell to staff the position at Island Prep School in the upcoming new school year. Seventy percent of the cost of the additional position will be covered by Island Prep, with the City funding the balance. Please see the attached memo from Chief Carswell regarding the details.

If further information is needed, please let me know.

BUDGET RESOLUTION 23-11

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

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

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

DECREASE: Account 001-8100-581-9120 (General Fund-Emergencies & Contingencies) in the amount of \$7,500.00 which will increase the appropriation in this account to \$72,669.66.

INCREASE: Account 001-2100-521-1200 (General Fund-Regular Wages) in the amount of \$3,900.00 which will increase the appropriation in this account to \$1,264,837.83.

INCREASE: Account 001-2100-521-2100 (General Fund-FICA) in the amount of \$300.00 which will increase the appropriation in this account to \$114,522.00.

INCREASE: Account 001-2100-521-2200 (General Fund-Retirement) in the amount of \$1,085.00 which will increase the appropriation in this account to \$348,765.79.

INCREASE: Account 001-2100-521-2300 (General Fund-Insurance) in the amount of \$1,215.00 which will increase the appropriation in this account to \$279,067.20.

INCREASE: Account 001-2100-521-2300 (General Fund-Training) in the amount of \$1,000.00 which will increase the appropriation in this account to \$36,000.00.

RESOLVED AND DONE, this 10th day of July 2023 by the City Commission of the City of St Augustine Beach, St. Johns County, Florida.

Mayor – Commissioner

ATTEST:

City Manager

MEMORANDUM

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

FROM: Max Royle, City Manager 

DATE: June 27, 2023

SUBJECT: Contracts: Consideration of Having the City Attorney Review Them

At a recent meeting, there was a comment about having the City Attorney review contracts. Such review now is done on an intermittent basis, such as when the City hires a civil engineering consultant. You may want to adopt a more systematic process.

We have spoken with the City Attorney about a process. He has suggested that we first have guidance from you. For example,

- Do you want all contracts reviewed by the City Attorney?
- Or only those involving expenditures above a certain dollar amount or that concern such matters as land use and property rights?
- Or not having recurring contracts reviewed, such as the one the City renews with the Florida Department of Transportation for mowing of the SR-A1A right-of-way, or has with the County for traffic signal maintenance?
- Or that are amendments to contracts with consultants, such as civil engineers?

Using the guidance you provide, the City Attorney can write a policy for the City administration to follow.

MEMORANDUM

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

FROM: Max Royle, City Manager 

DATE: June 30, 2023

SUBJECT: Succession Planning: Consideration of Process for City Manager's Position

I. INTRODUCTION

At your June 5th meeting, Vice Mayor Rumrell under Commissioner Comments said, according to the minutes, that "he would like to have support from the Commission to put in a ninety-day succession plan for if the City Manager were to retire or something were to happen that would allow us to move forward. He said he would also like to have support to have a one-year contract with the City Manager starting October 1, 2023, with a ninety-day review prior to an extension because other city managers and administrators have contracts. He believed that it was time to have something in place for the City to protect itself."

For your discussion, we have divided this report into two topics, succession planning and matters pertaining to a contract, with an apology for the report's length. We think more information, even if sometimes repetitious, is better so that you will have a context you can use for your decisions concerning succession planning for the City Manager's position and the contract.

II. SUCCESSION PLANNING

The following could be considered a best practice for succession planning for a senior administrative employee, be the employee a police chief, city manager or department head:

- That the succession be as seamless as possible, so as to provide stability and avoid disruption to the functioning of the City's government. In other words, the best succession planning provides a process for the orderly transfer of responsibilities and duties when there is a change of administrators.

We outline below the process for the City Manager's position for ensuring that orderly transfer, even in emergency situations, such as should the City Manager's position become unexpectedly vacant because the Manager dies from a heart attack, stroke, or accident, or suffers long-term incapacitation because of illness or an accident. The process also provides for the temporary transfer of responsibilities when the Manager is away for brief periods, such as for a conference or vacation.

1) Appointment of Acting City Manager

There is an unnumbered section on Page 6 in the City Charter that provides for the appointment of the Acting City Manager. It states:

“By letter filed with the city clerk, the city manager shall designate a city officer or employee to exercise the powers and perform the duties of city manager during the manager’s temporary absence or disability; the city commission may revoke such designation at any time and appoint another person to serve until the city manager returns.”

We suggest that the Commission designate now a City employee to be the Acting City Manager should the position become vacant for any reason. The reasons for this suggestion are:

- a. As the Commission has the authority to override the City Manager’s designation of an Acting City Manager, it could be disruptive to the orderly transfer of duties and responsibilities if the Manager designated someone whom the Commission would not accept at the time the Acting City Manager is needed to fill in for the Manager.
- b. Should the vacancy occur abruptly, e.g., the Manager dies of a heart attack or stroke, the pre-designated person can step immediately into the position, sparing the Commission having to hurriedly hold an emergency meeting to designate the Acting City Manager.
- c. Having a pre-designated Acting City Manager will provide stability and help the City to function without disruption. The Commission will then be able to focus on the process of selecting a permanent City Manager in those instances (death or long-term incapacitation) when a permanent Manager must be hired.

If you agree with this proposal, then we ask that you designate an employee to be the Acting City Manager should the Manager’s position be vacant, either temporarily or long-term, for whatever reason. In accordance with the City Charter provision, the current Manager will then file a letter with the City Clerk, designating the person you have selected to be the Acting City Manager.

Also: Each January at your regular meeting, we suggest that you re-affirm your designation, or you designate another employee. Also, if during the year the person you have designated leaves the City workforce, the City Manager will ask you to designate another person to be the Acting City Manager

POINTS TO CONSIDER: 1) Can the Police Chief also be the Acting City Manager? There is a provision in the Florida Constitution (Article II, Section 5(a)) that prohibits dual office holding by public officials and employees. This means that the City’s Police Chief cannot hold the positions of both Chief and Acting City Manager. In 2012, when the City Commissioner fired the police chief and the City had no assistant chief because she had been fired before the police chief himself was fired, then-Sheriff David Shoar allowed one of his senior officers to be the Acting Police Chief. He later withdrew that officer because of the dual office-holding prohibition. The City Commission then appointed one of the Police Department’s sergeants as Acting Chief until Chief Hardwick was hired. The City Attorney can advise you whether the City Manager’s interpretation of the dual office prohibition is correct and prevents the Police Chief from being appointed the Acting City Manager.

2) Instead of a department head being the Acting City Manager until a permanent manager is hired, some cities have hired a retired city manager to be the Interim City Manager. This usually is a person who does not want to apply for a permanent position. Flagler Beach since last February has had a retired manager as its Interim City Manager.

2) Process for Hiring a Permanent Manager

The points here are provided to help your discussion of the process you may want to use for hiring a permanent, rather than an Acting, City Manager.

There are two possibilities for the Commission to consider when hiring a permanent City Manager:

- Promote an employee from the City's workforce.
- Hire someone outside the workforce.

As you'll see from the information provided below, each method could require a number of months to accomplish.

Promote from within, as the City of St. Augustine has done for the past 30 years, might seem the most expeditious method. However, for our City, it might not be. If you promote from within, please note that it might not be possible for the employee selected to immediately take the Manager's position and carry out its responsibilities at the same time he or she must do department head responsibilities. Because of this, the City will need time to find a replacement for the employee you have promoted. For example, if the Building Official or Finance Director were promoted to be City Manager, the City would then have to find a new Building Official or a new Finance Director as the City doesn't have a Deputy Building Official or an Assistant Finance Director to be promoted to the vacant department head position. The hiring process could take several months, especially because our City will be competing with other cities for such employees. For St. Augustine, promoting a City Manager from within is feasible because that city has many more employees and because of the complex services it provides, it has assistant and/or deputy department heads and thus more senior level supervisory employees from which to choose a City Manager than our City has.

If the choice is to hire a permanent City Manager from outside the City's workforce, the Commission will need to make several decisions:

- a. Determine the requirements for the position, the salary range and whether to advertise for candidates just in Florida or nation-wide.
- b. Decide the criteria by which the candidates are to be evaluated.
- c. Decide whether the Commission itself will evaluate and rank the applications, and determine the final four, six or eight candidates to interview in person, or have a Commission-appointed citizens' committee evaluate the applications and recommend which candidates to interview. (This was the process the City Commission used in 2003 for the hiring of a police chief. It took six months from January to June 2003 to find and hire the new chief.)
- d. Have an in-depth background and reference check done of the candidates selected to be interviewed by either the Police Department or a private investigator.
- e. Or, as an alternative to the Steps b, c, and d above, for the Commission to decide whether to hire an executive search firm. It will advertise the position, evaluate the applications received, do the background checks, and recommend a number of candidates for the Commission to interview.

Executive searches for a small city may cost over \$30,000. For example, Baenziger and Associates of Daytona Beach Shores is charging Flagler Beach (population 5,265) \$32,500 for its search. As this amount requires that our City advertise for bids, the Commission will first need to decide the scope of work it wants the firm to do, then advertise for bids, evaluate them, possibly select two or more firms to interview, and then select the finalist to begin the search for a new City Manager. In our area, in addition to Flagler Beach, the executive search firm method is currently being used by Fernandina Beach and Palatka to find city manager candidates. (In 2012, our City used Baenziger and Associates for the hiring of Rob Hardwick as Police Chief. The process took eight months: from May 2015 when the former chief was fired to January 7, 2016, when Chief Hardwick was sworn in. Baenziger charged \$15,500 for that search.)

ON RELATED MATTERS: 1) The Flagler Beach City Manager's position became vacant in early February 2023. Because Flagler Beach requires its manager to live in the city and because of the high cost of housing there, Baenziger recommended that the pay range for the position be \$125,000-175,000. The Commission lowered the upper limit to \$165,000. Baenziger had to extend the deadline for applications to June 9th because the initial advertising for candidates did not provide a sufficient number that the firm thought were qualified and it could recommend to the Flagler Beach City Commission for interviews. By the new deadline, the firm had received 37 applications, which was 21 less than the last time the city advertised for city manager candidates in 2020. Nine were recommended to the Commission; the Commission reduced the number to be interviewed to five. The interviews will be held on July 12th and 13th, with the goal of hiring the new manager on the 13th. However, before the new manager can begin working for the city, additional time will be needed for him (none of the final five is a woman) to give notice if currently employed, find housing in Flagler Beach, and move there. Three of the five candidates are from other states: Wisconsin, Massachusetts, and New Hampshire. Their travel and lodging expenses for the interviews will be paid by Flagler Beach.

2) The search for city managers is highly competitive in Florida and throughout the country. In addition to the three cities mentioned above, the following Florida cities recently were or are now advertising for a manager: Atlantic Beach, Belle Glade, Belle Isle, Biscayne Park, Crystal River, Largo, Mount Dora, Port Richey, Oak Hill, Oakland, Redington Shores and Tarpon Springs. In the June 27, 2023, issue of the International City/County Management Association's bi-weekly newsletter, 45 cities outside of Florida were looking for managers.

3) It needs to be pointed out that unemployed and sometimes even employed managers apply to several cities. The result can be that a city commission decides to interview five candidates only to learn that one has taken a position elsewhere. This can delay the hiring process.

3) Actions Requested

There are four:

- That you designate the employee you will accept as the Acting City Manager.
- That you discuss which of the two methods for hiring a permanent City Manager (promote from within or advertise for outside candidates) that you believe would be the most seamless and least disruptive to City operations.

- That if your decision is for a state- or nationwide search, you decide whether to hire an executive search firm or have the search done by yourselves, a citizens committee or City employees.
- That whether you approve hiring from within or outside the City, you allow six to nine months as the period to find, interview, etc., candidates for the position and for the candidate hired to move to the City and begin his or her duties as City Manager.

Based on your decisions, the current City Manager will draft an outline of the steps you have chosen to use when the City Manager's position becomes vacant.

III. CONTRACT

A contract with a city manager covers such topics as compensation, performance evaluation, duties and obligations, residency, insurance, holidays, vacation, retirement benefits, termination, etc. We thought you might want to see that for our City the topics that usually would be in a contract for the City Manager are already in effect because they are either in the City Charter or covered by long-term Commission policies.

1. Termination. In Section 1-8 of the City Charter is the following: "The current city manager at the time of the adoption of this amendment [2004] may only be removed by four-fifths vote of the full city commission. Upon the retirement, resignation, or removal of the current city manager, all subsequent city managers shall be appointed or removed by a majority vote of the full city commission for an indefinite term, and may be removed at any time by a majority vote of the full commission."
2. Appeal rights in event of a vote to terminate employment. This topic is covered by Section 1-8 of the Charter and the Personnel Manual. Section 8 states: "Notwithstanding the action taken by the city commission to remove the manager, the city commission shall hold a public hearing if so requested in writing by the manager. Such public hearing shall be conducted not less than ten (10) days nor more than thirty (30) days following the date of the proposed removal of the city manager." As the Personnel Manual is now being revised, we cannot say which section will include the City Manager's appeal rights.
3. Residency. Section 8 of the City Charter states: "The city manager need not be a resident of the city at the time of appointment. Within six months of appointment, the city manager shall reside in the city unless the city commission waives this requirement."
4. Compensation. Section 8 of the City Charter states: "The manager's compensation shall be fixed by the city commission. Such compensation shall not be reduced during the manager's tenure except as part of a general salary cutback applicable to all city employees."
5. Performance evaluations. The Commission has done them from time to time for the Police Chief and the City Manager. You have requested that each employee submit his self-evaluation to you for discussion at your August 7, 2023, meeting.
6. City Manager's duties and obligations. They are listed in Section 1-8 of the City Charter, which is attached to this report.

7. Insurance, holidays, sick and vacation leave, pay raises and retirement benefits. Over the nearly 34 years he has been with the City, the Commission by policy has provided the current City Manager with the same benefits, such as health and life insurance, that it has provided for the other employees. Also, the Manager has the same number of holidays, accrues sick and vacation leave in accordance with the regulations that apply to all employees, may be provided the same CPI increase in pay that the Commission approves for department heads, and is enrolled in the Florida Retirement System and pays the same state-mandated percentage of his salary (3%) to the System that the other employees pay.

Action Requested

It is that you decide whether a contract with the City Manager is needed because all the terms that usually would be in a contract are already either in the City Charter or in effect because of Commission policies.

Vice Mayor's Proposal

At your June 5th meeting, Vice Mayor Rumrell said he would like to have the Commission's support for the following:

- a 90-day succession plan for if the City Manager were to retire or something happened to him.
- a one-year contract with the City Manager starting October 1, 2023, with a 90-day review prior to an extension of the contract.

In response, three observations:

1. As shown in the information provided above about the City's past searches for two police chiefs and Flagler Beach's search for a city manager, 90 days or three months is not enough time in a competitive labor market for the Commission to advertise for candidates, interview them, hire one to be the Manager and for that person to give notice to his or her employer, find housing and move to the City. Even if the Commission promoted a City department head to the position, 90 days may not be sufficient time to find a new department head because of the competition for such employees and the City's past difficulty with finding candidates for the positions of Assistant City Engineer and City Clerk.
2. The Commission can be assured that even if the current City Manager were suddenly to find the pot of gold at the end of the rainbow (like winning one of the ever-elusive Powerball jackpots) or be wooed by the female equivalent of Elon Musk (Elona?) to marry her and share half her fortune, he would remain in the position and continue to carry out his responsibilities until the Commission had hired a new Manager and that person was ready to assume the position. The paramount goal is to make the transition to a new City Manager as seamless and orderly as possible.
3. The Commission can also be assured that the current City Manager is strongly committed to serving it and the citizens it represents. Should the Manager have a serious illness or feel he is no longer physically and/or mentally able to carry out his responsibilities, he will inform the Commission so that you can begin the process to find a new Manager.

Alternate Proposal

Instead of September 30, 2024, as the end date for a City Manager succession plan and the review period to begin 90 days (July 1st) before the end date, you may want to consider a different end date for the contract and for the start of the review period, especially because each July is when the City staff prepares the budget for the next fiscal year and when the Commission's attention is focused on reviewing the budget. Changing the dates will accomplish two goals: First, provide time for the orderly process of hiring a new City Manager and the transfer of responsibilities, should the Commission decide that a change of managers is needed; Second, provide time for the Commission to benefit from the current City Manager's years of experience and institutional knowledge to accomplish and/or contribute to the progress of a number of significant projects, such as:

- Review of the City Charter that is mandated to be done every 10 years. The City Charter requires that preparations for the review begin in September 2023.
- Completion of the Vision Plan.
- Succession planning for the Public Works Department.
- Development of a stormwater utility fee.
- Work with the City Engineer to help the residents of the Sabor de Sal subdivision south of Ocean Trace Road and the condo complexes north of Ocean Trace Road to find solutions for their drainage problems.
- Arrange the sea oats planting project that is to be done after the beach restoration project is finished in June 2024 and the sea turtle nesting season ends in November 2024.
- Work with the Commission on a plan to underground electric power lines along A1A Beach Boulevard.
- With the Finance Director, prepare a plan for how the City will pay its long-term debt when the current voter-approved debt millage expires in 2027.
- With the department heads, work on a plan to improve City operations by use of Smart City technology.
- Prepare with the City Engineer a Request for Proposals for engineering consulting services.

Or, you could decide that no start and end dates are needed.

Vice Mayor Rumrell can explain in more detail his proposal and you can decide the process that will provide sufficient time to ensure the orderly transition to a new City Manager.

IV. SUMMARY

For the orderly transfer of the City Manager's duties and responsibilities, it is prudent for the current Commission to do the following now:

- a. Decide who is to be the Acting City Manager in the event of the current Manager's sudden death, long-term incapacitation or when he is away at a conference or for a vacation.

- b. Decide on the process for hiring a permanent manager (whether from within or by external search) in the event of the current City Manager's death or incapacitation. While a later Commission could change what you decide now, at least until that happens a process will be in place.
- c. Decide whether a contract with the City Manager is needed. If your decision is to have one, then whether to accept the Vice Mayor's proposal of a one-year contract with the current City Manager starting on October 1, 2023, with a 90-day review period to start on July 1, 2024; or to have other dates for a contract and evaluation period; or not to have any dates for a contract and evaluation period.

Sec. 1-8. City manager.

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

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

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

sion for the management of all city affairs placed in the manager's charge by or under the charter. The city manager shall:

- (1) Appoint and suspend or remove all city employees and appointive administrative officers provided for, by, or under this Charter, except as otherwise provided by law, this Charter, or personnel rules adopted pursuant to this Charter. The city manager may authorize any administrative officer subject to the manager's direction and supervision to exercise these powers with respect to subordinates in that officer's department, office, or agency;
- (2) Direct and supervise the administration of all departments, offices, and agencies of the city, except as otherwise provided by this Charter or by law;
- (3) Assure that a written annual evaluation is conducted on all employees subject to the manager's direction and supervision. The manager may delegate performance of the evaluations to personnel at the appropriate supervisory level;
- (4) Attend all city commission meetings. The city manager shall have the right to take part in discussion, but shall not vote;
- (5) See that all laws, provisions of this Charter, and acts of the city commission, subject to enforcement by the city manager or by officers subject to the manager's direction and supervision, are faithfully executed;
- (6) Prepare and submit the annual budget and capital program to the city commission and implement the final budget approved by the commission to achieve the goals of the city;
- (7) Submit to the city commission and make available to the public a complete report on the finances and administrative activities of the city as of the end of each fiscal year;
- (8) Make such other reports as the city commission may require concerning operations;
- (9) Keep the city commission fully advised as to the financial condition and future needs of the city;
- (10) Countersign all contracts made on behalf of the city or to which the city is a party;
- (11) Countersign all bonds, certificates, or other evidences of indebtedness of the city and keep an accurate account thereof;
- (12) Make recommendations to the city commission concerning the affairs of the city and facilitate the work of the city commission in developing policy;
- (13) Provide staff support services for the mayor and commissioners;
- (14) Assist the commission to develop long term goals for the city and strategies to implement these goals;
- (15) Encourage and provide staff support for regional and intergovernmental cooperation;
- (16) Promote partnerships among the commission, staff, and citizens in developing public policy and building a sense of community; and
- (17) Perform such other duties as are specified in this Charter or may be required by the city commission.

Neither the commission nor any of its members shall dictate the appointment of any person to office or employment by the city manager or in any manner prevent the city manager from exercising his/her own judgment in selecting the personnel of his/her administration.

Acting City Manager. By letter filed with the city clerk, the city manager shall designate a city officer or employee to exercise the powers and perform the duties of city manager during the manager's temporary absence or disability; the city commission may revoke such designation at any time and appoint another qualified person to serve until the city manager returns.

(Laws of Fla., Ch. 59-1790, § 7; Laws of Fla., Ch. 78-607, §§ 1, 2; Ord. No. 207, § 1, 12-4-89; Ord. No. 04-02, §§ 19--22, 4-5-04; Ord. No. 14-01, §§ 17, 19, 6-9-14)

**BOARD AND DEPARTMENTAL REPORT FOR CITY COMMISSION MEETING
JULY 10, 2023**

CODE ENFORCEMENT/BUILDING/ZONING

Please see pages 1-36.

COMPREHENSIVE PLANNING AND ZONING BOARD

The minutes of the Board's May 16, 2023, meeting are attached as pages 37-56.

SUSTAINABILITY AND ENVIRONMENTAL PLANNING ADVISORY COMMITTEE

The minutes of the Committee's May 9, 2023, meeting, are attached as pages 57-76. Ms. Sandra Krempasky, the Committee's Chair, has provided a summary of the matters discussed at the Committee's June 8, 2023, meeting. It is attached as page 77.

POLICE DEPARTMENT

Please see page 78.

FINANCE DEPARTMENT

Please see page 79. An update of spending from American Rescue Plan Act money is attached as pages 80-81.

PUBLIC WORKS/ENGINEERING DEPARTMENT

Please see pages 82-86.

CITY MANAGER

1. Complaints
 - A. Trimming of Vegetation

A resident asked that the vegetation along the north side of 4th Street, east of the Boulevard, be trimmed. Her request was forwarded to the Public Works Director.

- B. Water Quality

An Ocean Trace Road resident said a water system vendor had told her the County's drinking water supply was inferior. This comment was forwarded to the County Utility Department Director, who told the resident of the daily testing the County does to ensure the drinking water is safe.

- C. Build Up of Sand on Boardwalk

A Versaggi Drive resident asked that the wind-blown sand be removed from the beach boardwalk at the east of the Drive. Her request was forwarded to the Public Works Director, who responded that any sand removed will be replaced by more wind-blown sand.

D. Parking of Construction Vehicles on Sea Oaks Drive

A resident called about a fence contractor parking on Sea Oaks Drive to access property in the adjacent Ocean Ridge subdivision. The Code Enforcement Officer asked the contractor to park in Ocean Ridge to construct a fence for a homeowner there. The resident complained later about another contractor committing the same violation. Code Enforcement asked that contractor to access the property from Ocean Ridge.

E. Possible Illegal Transient Rental

The complaint about a house on 3rd Street being rented for short intervals was forwarded to the Code Enforcement Division. The Code Enforcement Board held a hearing on June 28, 2023, and XXXX

F. Nighttime Disturbances to Beach Habitat

A County resident outside the City complained about persons at night disturbing sea turtle nests and habitat for other beach wildlife. As the City has no authority outside its limits to enforce regulations protecting wildlife, his complaint was forwarded to the County's Parks and Recreation Director.

G. Trimming of Tree on 7th Street

A resident was concerned about the trimming of a huge, old live oak tree on the north side of 7th Street, west of the auto repair shop. A check of what was done to the tree with a photo of the tree taken in April 2022 shows that dead limbs were removed as well as limbs close to a new house to the west.

H. Speed Control

A Sea Grove property owner asked about installing a speed bump or hump on the main street into the subdivision. The City Clerk sent to her the City's policy concerning the installation of such speed control devices.

I. Removal of Sand from Beach Access Walkway

A Versaggi Drive resident has complained that the accumulation of sand on the walkway ramp at the east end of Versaggi is impeding residents' access to the beach. She asked that the sand be removed. The Public Works Director reported that removing the sand from the ramp will create a berm or mound of sand at the walkway's east end. He recommended that the sand not be removed. The City Manager asked County Beach Services for its suggestions and is waiting for a reply.

2. Major Projects

A. Road/Sidewalk Improvements

B

1) Opening 2nd Street West of 2nd Avenue

For update, please see page 86 (attached) of the Engineering/Public Works Report.

2) Paving 13th Lane

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

3) Paving West End of 7th Street

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

B. Beach Matters

1) Off-Beach Parking

At this time, the only parking project is improvements to the two parkettes on the west side of A1A Beach Boulevard between A and 1st Streets. The City Commission appropriated \$45,000 in the Fiscal Year 2022 budget for this project. The Public Works Director selected a consultant from the County's list of civil engineering consultants. The consultant, the Matthews Design Group, is now doing the design work. Money for the improved parking area will come from American Rescue Plan Act funds. At the Commission's July 11, 2022, meeting, Matthews provided an update report on the design. The Commission selected the second option: Vehicles will enter the parking area from 1st Street and exit it to the Boulevard near A Street. The conceptual design is complete; work on permits is underway; construction will be done in the winter of 2023-24.

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

2) Beach Restoration

The project will begin in November 2023 and be completed by the middle of June 2024. The Corps of Engineers will provide an update report to the City Commission at its August 7th meeting.

C. Parks

1) Ocean Hammock Park

This Park is located on the east side of A1A Beach Boulevard between the Bermuda Run and Sea Colony subdivisions. It was originally part of an 18-acre vacant tract. Two acres were given to the City by the original owners for conservation purposes and where the boardwalk to the beach is now located. The City purchased 11.5 acres in 2009 for \$5,380,000 and received a Florida Communities Trust grant to reimburse it for part of the purchase price. The remaining 4.5 acres were left in private ownership. In 2015, The Trust for Public Land purchased the 4.5 acres for the appraised value of \$4.5 million. The City gave the Trust a

down payment of \$1,000,000. Thanks to a grant application prepared by the City's Chief Financial Officer at the time, Ms. Melissa Burns, and to the presentation by then-Mayor Rich O'Brien at a Florida Communities Trust board meeting in February 2017, the City was awarded \$1.5 million from the state to help it pay for the remaining debt to The Trust for Public Land. The City received the check for \$1.5 million in October 2018. For the remaining amount owed to The Trust for Public Land, the Commission at public hearings in September 2018 raised the voter-approved property tax debt millage to half a mill.

A condition of the two grants is that the City implement a management plan that has such improvements as restrooms, trails, a pavilion and information signs. The Public Works Director applied to the state for a Florida Recreation Development Assistance Program grant to pay half the costs of the restrooms, which the City received. At its March 7, 2022, meeting, the City Commission approved the Public Works Director's recommendation that the one bid received to construct the restrooms be rejected because of its very high price and authorized negotiating with the bidder to lower the cost. As these negotiations did not result in significant savings, the Director decided to purchase prefabricated restrooms. He showed a photo of the restrooms to the Commission at its April 4th and May 2nd meetings. The Commission approved the restrooms, which were delivered in May 2023. After water, sewer and electrical connections have been done, the restrooms should be opened by the end of July 2023.

Also, to implement the management plan, the City applied for funding from a state grant and for a Federal grant from the National Oceanic and Atmospheric Administration. The Public Works Director's master plan for improvements to the Park was reviewed by the City Commission at its October 5, 2020, regular meeting. The design and permitting work for the interior park improvements (observation deck and central trail) was done. One bid was received by the deadline of May 23, 2023. As the bid was \$826,210, far higher than the \$90,000 that was appropriated for the project, the Commission at its June 5th meeting rejected the bid.

The Commission also at the June 5th meeting directed the City Manager to ask the Florida Communities Trust, the agency that provided the original grants to purchase the property, whether it would approve deleting all or some of projects required by the park management plan. These include an observation deck, central trail, picnic pavilion, children's playscape, signage and secondary trails. The Manager's letter has been sent to the Florida Communities Trust.

2) Hammock Dunes Park

This 6.1-acre park is on the west side of A1A Beach Boulevard between the shopping plaza and the Whispering Oaks subdivision. At this time, the City does not have the money to develop any trails or other amenities in the Park. Unlike Ocean Hammock Park, there is no management plan for Hammock Dunes Park. A park plan will need to be developed with the help of residents and money to make the Park accessible to the public may come from park impact fees or other sources. At its May 2, 2022, meeting, the City Commission approved the City Manager writing a Request for Qualifications for a park planner to prepare a plan for improvements to Hammock Dunes Park. The City Commission at its June 6, 2022, meeting approved the wording for a Request for Qualifications (RFQ) from park planners. However, because other projects, especially drainage ones, require attention, advertising the RFQ has been delayed.

3. Finance and Budget

A. Fiscal Year 2023

Fiscal Year 2023 began on October 1, 2022, and will end September 30, 2023. May 31, 2023, marked the end of the eighth month of FY 23. As of that date, the City had received \$7,296,583 for the General Fund, or 69.2% of the total projected to be received from the entire fiscal year, and had spent \$5,387,811, or 51.1% of the projected expenditures. The surplus of revenues over expenditures was \$1,908,772. As of May 31, 2023, the total provided by property taxes, the City's major source of revenue, was \$4,020,662 or 97% of the amount projected to be received from this source for the entire fiscal year. The current surplus of revenues over expenditures provides a cushion for the remaining months of the fiscal year when income from property taxes declines.

B. Alternative Revenue Sources

In response to the City Commission's request that the administration suggest potential sources of revenue to fund City operations, the Public Works Director has proposed a stormwater utility fee. The Commission discussed this proposal at two meetings in 2021 and decided not to authorize the staff to proceed to the next step in the process to adopt the fee in the future. However, at its October 3, 2022, meeting, the Commission decided to hold a public hearing on November 14, 2022, concerning the fee, and at that meeting approved a resolution stating the City's intent to adopt a non-ad valorem assessment for a stormwater fee. The next step will be to adopt a range for the fee. The Public Works Director presented an ordinance to the Commission at its February 6th. The Commission passed the ordinance on final reading at their March 6th meeting but did not approve a budget resolution to appropriate \$13,790 for a civil engineering consultant to digitize impervious surfaces of residences and businesses in the City for determining an equivalent residential charge. The Commission asked that City staff work on preparing the information for a residential charge. Money will be requested in the FY 24 budget for a consultant to develop a range of fees.

4. Miscellaneous

A. Permits for Upcoming Events

In June, the City Manager approved the permit for the Willow Drive July 4th Block Party.

B. Vision Plan

At its March 6, 2023, meeting, the Commission approved the Vision Plan. At its June 5th meeting, the Commission discussed having a workshop, perhaps in October, with a Smart City consultant and members of the Planning Board and the Sustainability and Environmental Planning Advisory Committee.

C. Former City Hall/Hotel Property

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

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

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

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

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

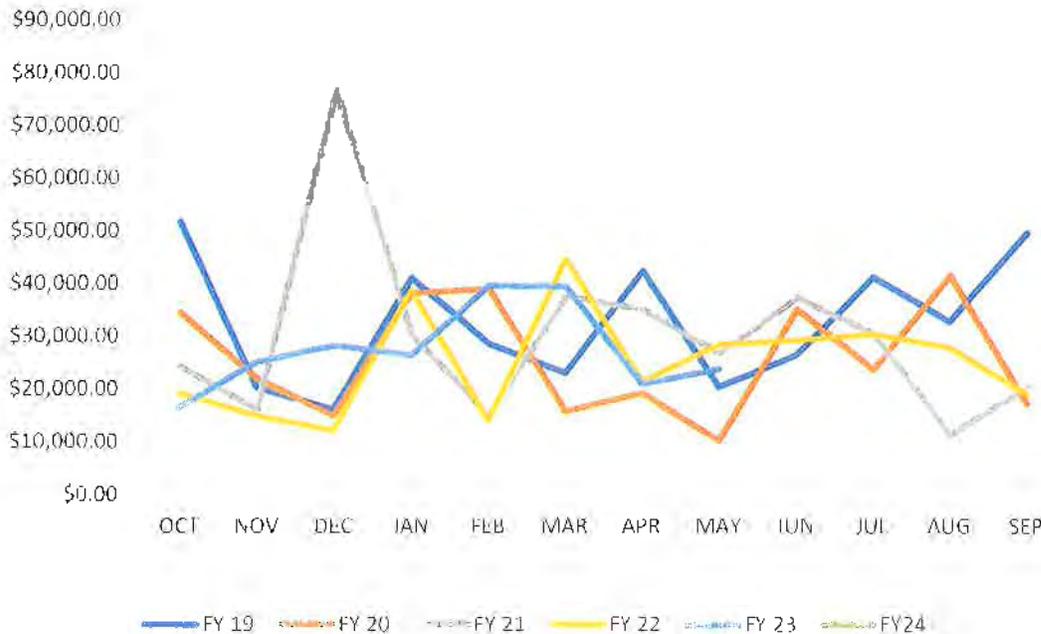


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

BUILDING PERMIT FEE REPORT

	FY 19	FY 20	FY 21	FY 22	FY 23	FY24
OCT	\$51,655.01	\$34,277.62	\$24,139.90	\$19,160.96	\$16,521.84	
NOV	\$20,192.42	\$21,844.58	\$15,910.52	\$14,923.51	\$25,004.85	
DEC	\$16,104.22	\$14,818.54	\$76,639.68	\$12,110.85	\$28,106.15	
JAN	\$40,915.31	\$37,993.58	\$30,011.51	\$38,549.15	\$26,335.25	
FEB	\$28,526.70	\$38,761.13	\$14,706.76	\$13,916.49	\$39,494.58	
MAR	\$22,978.53	\$15,666.80	\$37,447.22	\$44,664.15	\$39,382.43	
APR	\$42,292.91	\$19,092.61	\$34,884.49	\$21,386.72	\$20,942.21	
MAY	\$20,391.12	\$10,194.02	\$26,753.41	\$28,447.01	\$23,749.96	
JUN	\$26,445.26	\$34,939.40	\$37,149.19	\$29,198.87		
JUL	\$41,120.86	\$23,555.36	\$30,368.01	\$30,368.57		
AUG	\$32,714.82	\$41,455.38	\$11,236.89	\$27,845.37		
SEP	\$49,543.66	\$17,169.56	\$20,329.54	\$19,118.87		
TOTAL	\$392,880.82	\$309,768.58	\$359,577.12	\$299,690.52	\$219,537.27	\$0.00

BUILDING PERMIT FEE REPORT



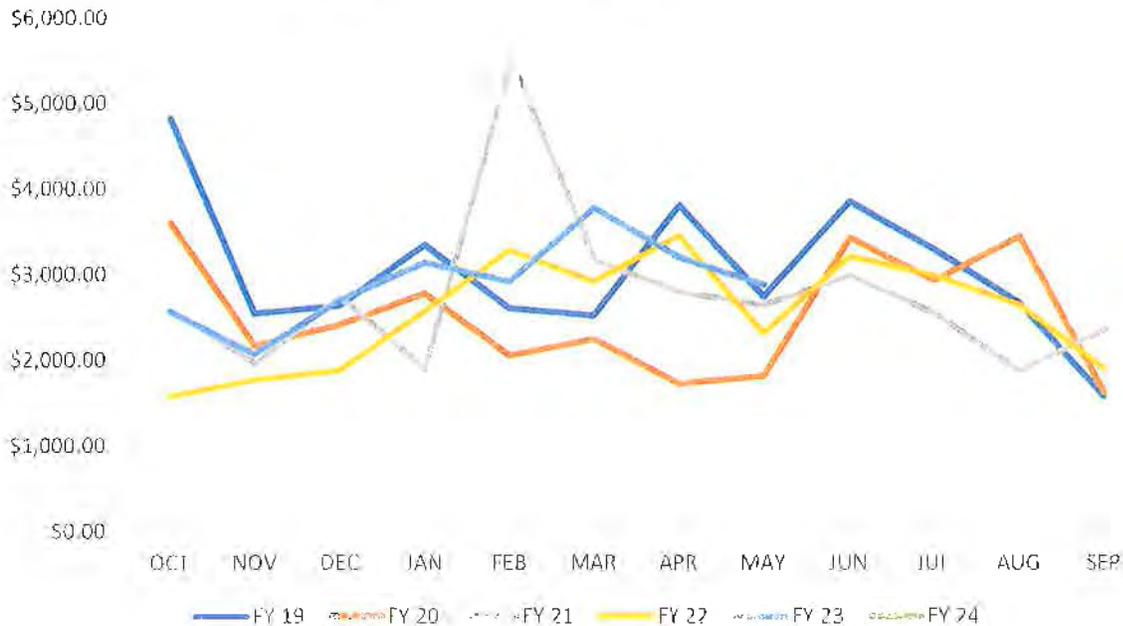


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

MECHANICAL PERMIT FEE REPORT

	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
OCT	\$4,819.09	\$3,593.67	\$2,574.62	\$1,575.00	\$2,565.54	
NOV	\$2,541.44	\$2,160.00	\$1,963.00	\$1,771.00	\$2,073.09	
DEC	\$2,633.64	\$2,409.62	\$2,738.04	\$1,880.00	\$2,693.06	
JAN	\$3,338.69	\$2,768.47	\$1,891.99	\$2,563.12	\$3,133.88	
FEB	\$2,601.00	\$2,044.08	\$5,505.00	\$3,274.80	\$2,911.21	
MAR	\$2,515.33	\$2,237.73	\$3,163.00	\$2,908.99	\$3,771.39	
APR	\$3,801.26	\$1,716.00	\$2,784.79	\$3,452.30	\$3,193.98	
MAY	\$2,736.33	\$1,809.00	\$2,637.52	\$2,308.40	\$2,875.00	
JUN	\$3,844.54	\$3,417.00	\$2,978.00	\$3,204.70		
JUL	\$3,286.00	\$2,917.93	\$2,535.39	\$2,981.26		
AUG	\$2,663.49	\$3,430.11	\$1,870.49	\$2,642.88		
SEP	\$1,579.42	\$1,621.00	\$2,352.24	\$1,902.57		
TOTAL	\$36,360.23	\$30,124.61	\$32,994.08	\$30,465.02	\$23,217.15	\$0.00

MECHANICAL PERMIT FEE REPORT



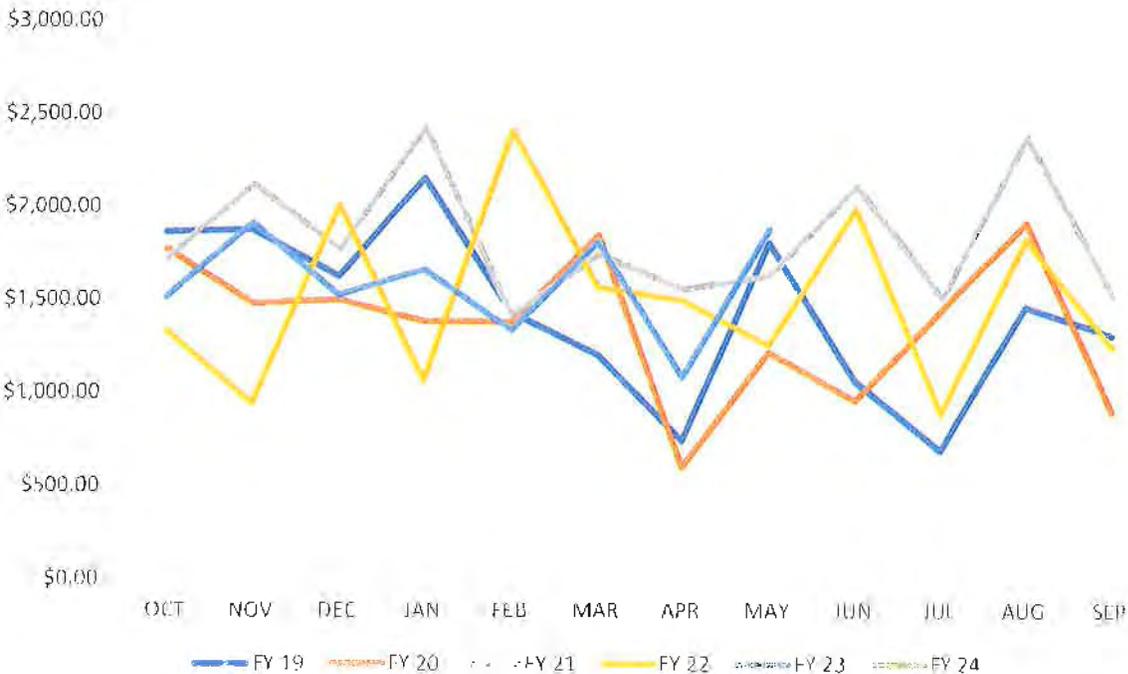


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

ELECTRICAL PERMIT FEE REPORT

	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
OCT	\$1,860.32	\$1,765.00	\$1,718.00	\$1,330.00	\$1,510.00	
NOV	\$1,872.66	\$1,475.00	\$2,115.00	\$940.00	\$1,910.00	
DEC	\$1,622.32	\$1,495.00	\$1,770.00	\$2,005.00	\$1,523.00	
JAN	\$2,151.66	\$1,380.00	\$2,418.00	\$1,065.00	\$1,660.00	
FEB	\$1,425.32	\$1,375.00	\$1,413.00	\$2,405.00	\$1,335.00	
MAR	\$1,203.33	\$1,843.00	\$1,740.00	\$1,565.00	\$1,810.00	
APR	\$743.00	\$600.00	\$1,553.00	\$1,495.00	\$1,085.00	
MAY	\$1,805.00	\$1,215.00	\$1,628.00	\$1,255.00	\$1,875.00	
JUN	\$1,065.00	\$955.00	\$2,108.00	\$1,985.50		
JUL	\$690.00	\$1,443.00	\$1,505.00	\$885.00		
AUG	\$1,460.00	\$1,910.00	\$2,375.00	\$1,824.00		
SEP	\$1,310.00	\$895.00	\$1,520.00	\$1,245.00		
TOTAL	\$17,208.61	\$16,351.00	\$21,863.00	\$17,999.50	\$12,708.00	\$0.00

ELECTRICAL PERMIT FEE REPORT



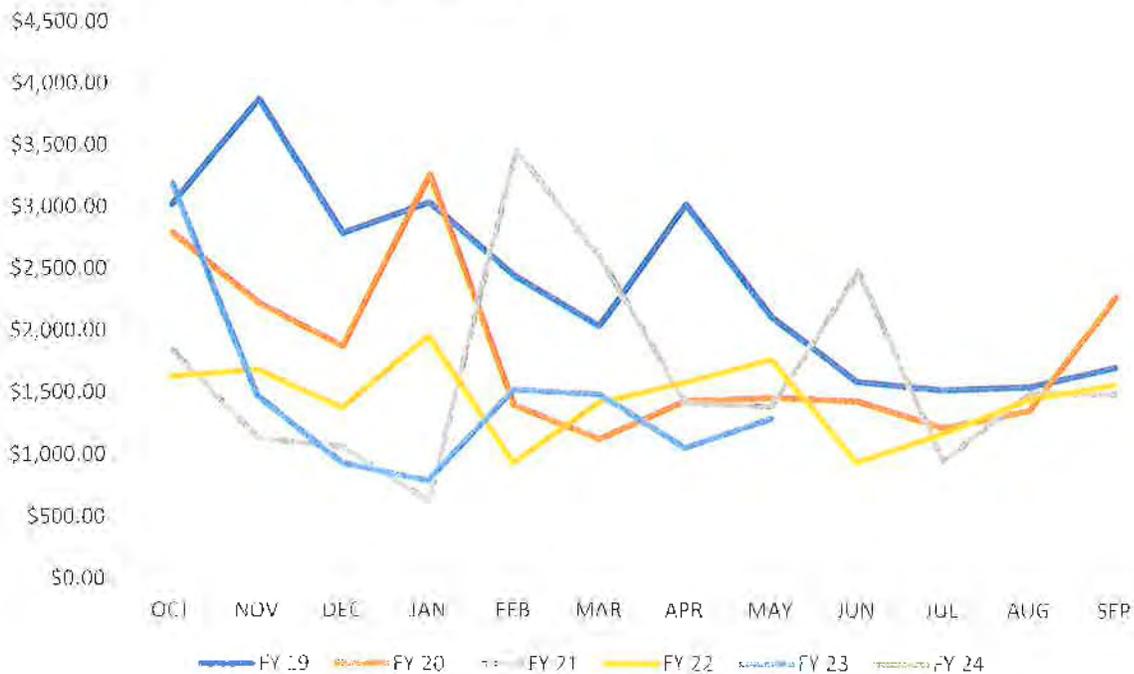


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

PLUMBING PERMIT FEE REPORT

	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
OCT	\$3,016.37	\$2,786.00	\$1,844.00	\$1,632.00	\$3,188.00	
NOV	\$3,867.41	\$2,221.00	\$1,133.00	\$1,686.00	\$1,476.00	
DEC	\$2,783.10	\$1,869.00	\$1,062.00	\$1,379.00	\$937.00	
JAN	\$3,031.40	\$3,256.00	\$628.00	\$1,957.00	\$795.00	
FEB	\$2,440.44	\$1,395.00	\$3,449.00	\$938.00	\$1,525.00	
MAR	\$2,037.24	\$1,125.00	\$2,579.00	\$1,420.00	\$1,488.00	
APR	\$3,015.00	\$1,430.00	\$1,411.00	\$1,585.00	\$1,058.00	
MAY	\$2,110.00	\$1,459.00	\$1,390.00	\$1,772.00	\$1,294.00	
JUN	\$1,590.00	\$1,432.00	\$2,474.00	\$943.00		
JUL	\$1,525.00	\$1,218.00	\$952.00	\$1,170.00		
AUG	\$1,550.00	\$1,356.00	\$1,500.00	\$1,452.00		
SEP	\$1,706.00	\$2,270.00	\$1,490.00	\$1,572.00		
TOTAL	\$28,671.96	\$21,817.00	\$19,912.00	\$17,506.00	\$11,761.00	\$0.00

PLUMBING PERMIT FEE REPORT



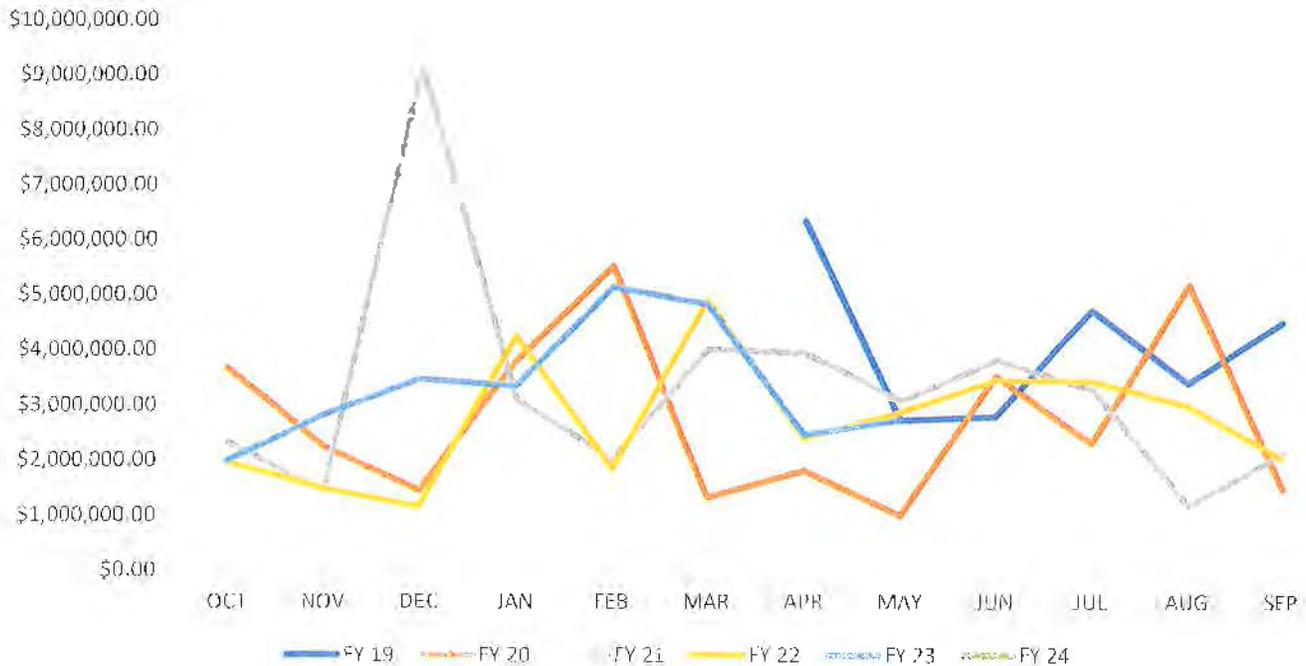


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

ALTERATION COST

	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
OCT		\$3,657,414.56	\$2,313,298.53	\$1,961,462.00	\$1,989,945.24	
NOV		\$2,242,421.52	\$1,440,841.88	\$1,490,891.09	\$2,807,970.23	
DEC		\$1,449,915.40	\$9,160,479.89	\$1,165,362.58	\$3,462,997.96	
JAN		\$3,789,363.81	\$3,088,758.57	\$4,239,155.17	\$3,341,701.62	
FEB		\$5,519,900.00	\$2,010,259.40	\$1,847,029.62	\$5,140,584.42	
MAR		\$1,321,570.04	\$4,010,607.80	\$4,906,297.30	\$4,826,782.10	
APR	\$6,338,617.35	\$1,803,157.19	\$3,939,394.49	\$2,392,827.18	\$2,463,720.21	
MAY	\$2,731,410.75	\$1,003,140.58	\$3,080,108.00	\$2,874,220.30	\$2,736,111.02	
JUN	\$2,792,442.43	\$3,519,844.50	\$3,807,580.85	\$3,445,719.17		
JUL	\$4,717,293.00	\$2,300,478.87	\$3,279,350.11	\$3,436,811.93		
AUG	\$3,393,250.74	\$5,175,949.96	\$1,182,881.00	\$2,982,874.58		
SEP	\$4,502,737.63	\$1,475,857.57	\$2,123,077.05	\$2,038,273.27		
TOTAL	\$24,475,751.90	\$33,259,014.00	\$39,436,637.57	\$32,780,924.19	\$26,769,812.80	\$0.00

ALTERATION COST



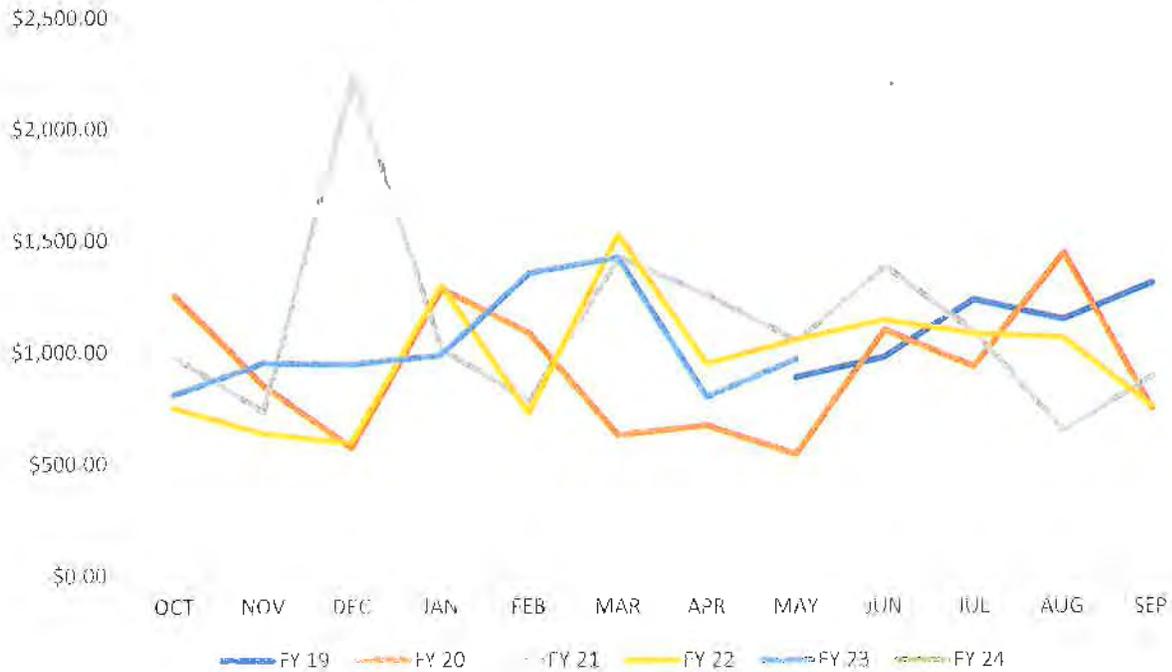


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

STATE SURCHARGE PERMIT FEE REPORT

	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
OCT		\$1,247.45	\$973.01	\$747.36	\$808.73	
NOV		\$845.65	\$729.40	\$635.64	\$947.61	
DEC		\$569.37	\$2,225.95	\$589.14	\$941.33	
JAN		\$1,277.63	\$1,006.45	\$1,293.24	\$983.02	
FEB		\$1,079.31	\$776.87	\$721.09	\$1,347.87	
MAR		\$623.46	\$1,417.90	\$1,521.83	\$1,418.94	
APR		\$666.54	\$1,250.09	\$943.11	\$795.62	
MAY	\$881.45	\$537.83	\$1,043.38	\$1,049.80	\$963.51	
JUN	\$972.50	\$1,093.02	\$1,378.01	\$1,139.84		
JUL	\$1,230.25	\$928.44	\$1,085.45	\$1,078.15		
AUG	\$1,141.48	\$1,437.49	\$642.86	\$1,061.67		
SEP	\$1,303.66	\$740.55	\$887.71	\$753.23		
TOTAL	\$5,529.34	\$11,046.74	\$13,417.08	\$11,534.10	\$8,206.63	\$0.00

STATE SURCHARGE PERMIT FEE REPORT



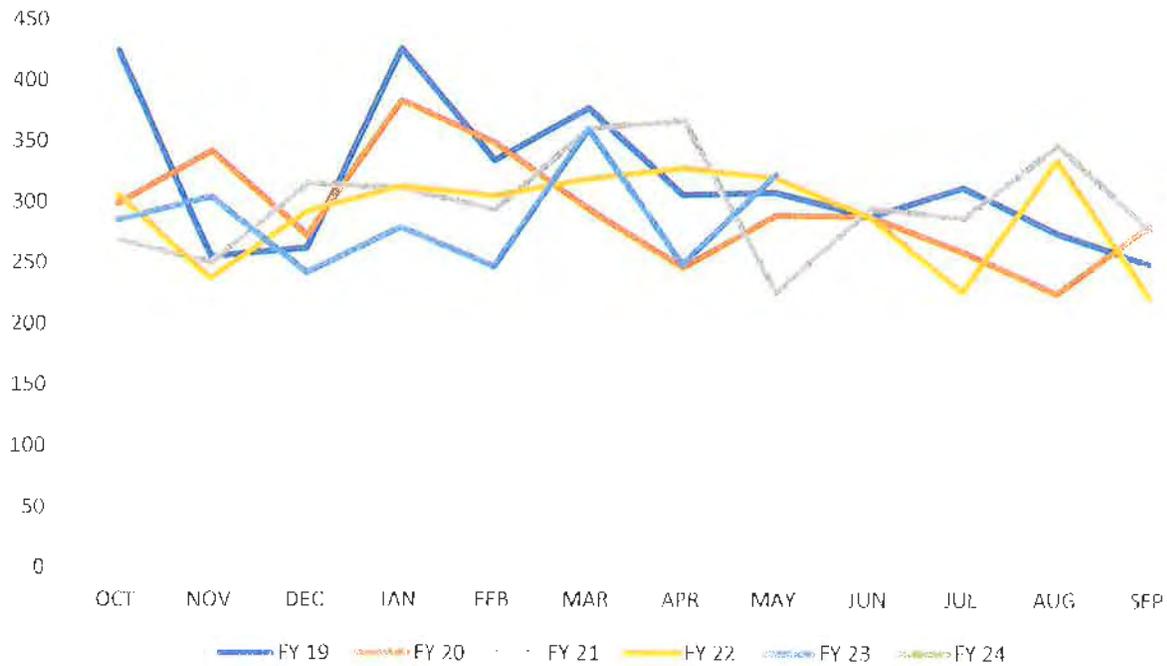


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

NUMBER OF INSPECTIONS PERFORMED

	FY 19	FY 20	FY 21	FY 22	FY 23	FY 24
OCT	424	298	268	306	285	
NOV	255	341	250	237	304	
DEC	262	272	315	292	242	
JAN	426	383	311	313	279	
FEB	334	348	293	305	247	
MAR	377	294	360	319	360	
APR	306	246	367	328	249	
MAY	308	289	226	320	323	
JUN	288	288	295	288		
JUL	312	259	287	227		
AUG	275	225	347	335		
SEP	250	281	277	223		
TOTAL	3817	3524	3596	3493	2289	0

NUMBER OF INSPECTIONS PERFORMED



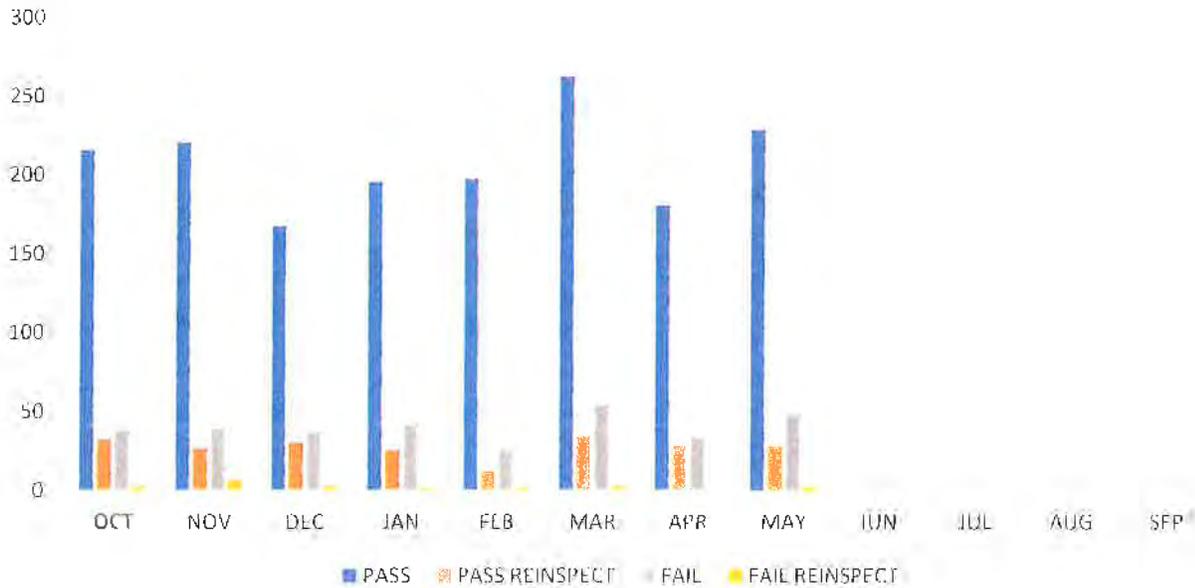


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

FY 23 INSPECTION RESULTS

	PASS	PASS REINSPECT	FAIL	FAIL REINSPECT
OCT	215	32	38	3
NOV	220	26	39	7
DEC	167	30	37	3
JAN	195	25	42	2
FEB	197	12	26	2
MAR	262	34	54	3
APR	180	28	33	1
MAY	228	28	48	3
JUN				
JUL				
AUG				
SEP				
TOTAL	1664	215	317	24

FY 23 INSPECTION RESULTS



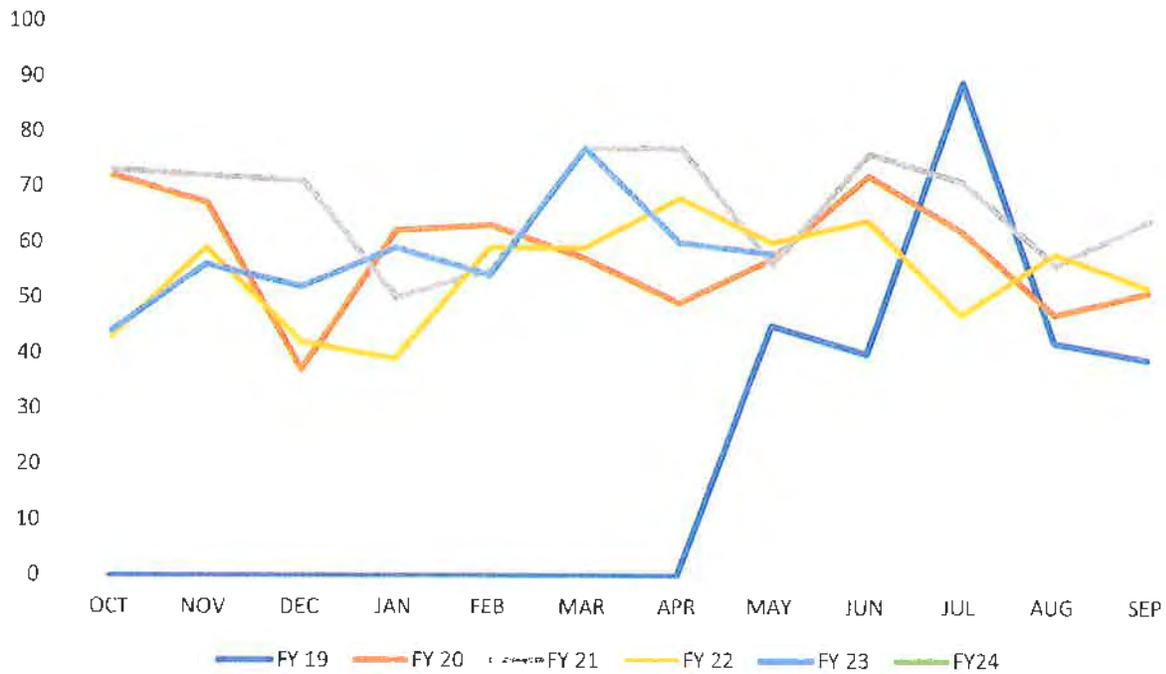


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

OF PLAN REVIEW ACTIVITIES PERFORMED BY THE BUILDING DEPARTMENT

	FY 19	FY 20	FY 21	FY 22	FY 23	FY24
OCT	0	72	73	43	44	
NOV	0	67	72	59	56	
DEC	0	37	71	42	52	
JAN	0	62	50	39	59	
FEB	0	63	55	59	54	
MAR	0	57	77	59	77	
APR	0	49	77	68	60	
MAY	45	57	56	60	58	
JUN	40	72	76	64		
JUL	89	62	71	47		
AUG	42	47	56	58		
SEP	39	51	64	52		
TOTAL	255	696	798	650	460	0

OF PLAN REVIEW ACTIVITIES



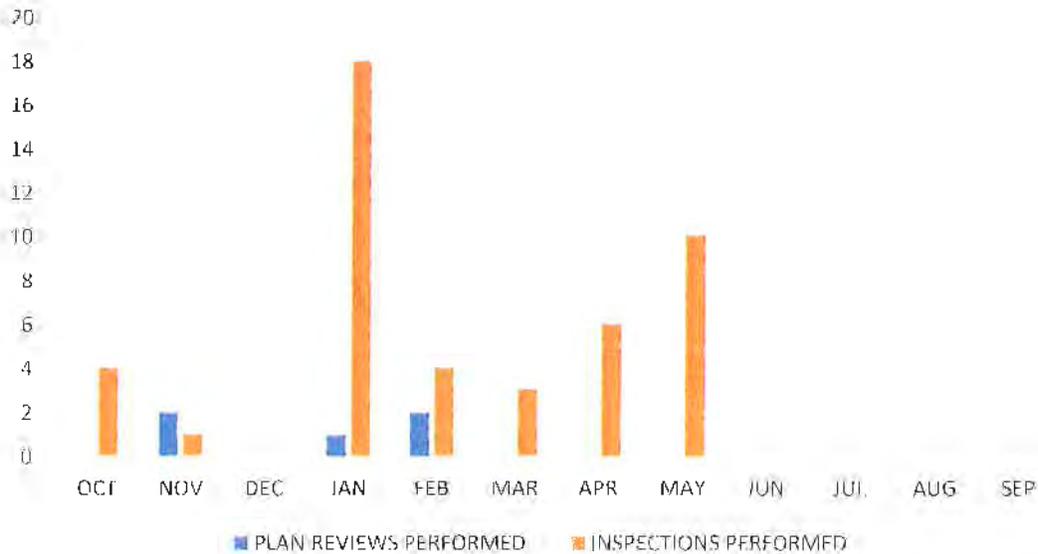


CITY OF ST. AUGUSTINE BEACH BUILDING DEPARTMENT

PRIVATE PROVIDER PLAN REVIEW AND INSEPECTIONS PERFORMED IN FY 23

	PLAN REVIEWS PERFORMED	INSEPECTIONS PERFORMED
OCT	0	4
NOV	2	1
DEC	0	0
JAN	1	18
FEB	2	4
MAR	0	3
APR	0	6
MAY	0	10
JUN		
JUL		
AUG		
SEP		
TOTAL	5	46

PRIVATE PROVIDER PLAN REVIEW AND INSPECTIONS FY23



COSAB NEW SFR CONSTRUCTION LIST

Application Id	Property Location	Permit No	Work Type	Issue Date	Description	User Code 1
3176	129 14TH ST	P2101217	SFR-D	9/24/2021	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
3897	15 SABOR DE SAL RD	P2200622	SFR-D	3/7/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
4186	13 13TH LN	P2200376	SFR-D	1/24/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
4634	301 S FOREST DUNE DR	P2201349	SFR-D	8/2/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
4665	171 RIDGEWAY RD	P2200670	SFR-D	3/10/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
4723	282 RIDGEWAY RD	P2200346	SFR-D	1/3/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
4828	106 F ST	P2200648	SFR-D	3/31/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
4894	107 E ST	P2201127	SFR-D	6/7/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5016	103 WHISPERING OAKS CIR	P2200667	SFR-D	3/10/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5018	507 F ST	P2201176	SFR-D	6/15/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5193	937 DEER HAMMOCK CIR	P2200808	SFR-D	4/6/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5346	5 15TH ST	P2201519	SFR-D	9/1/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5370	9 11TH ST.	P2300307	SFR-D	12/15/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5470	386 OCEAN FOREST DR	P2201087	SFR-D	5/25/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5587	14 6TH ST	P2300483	SFR-D	2/2/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5644	399 OCEAN FOREST DR	P2201148	SFR-D	6/16/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5662	129 WHISPERING OAKS CIR	P2201164	SFR-D	7/5/2022	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
5839	133 ISLAND HAMMOCK WAY	P2201408	SFR-D	8/4/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5851	12 2ND ST	P2300674	SFR-D	3/1/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5889	2 C ST	P2300588	SFR-D	2/13/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6076	16 5TH ST	P2300034	SFR-D	10/7/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6122	884 OCEAN PALM WAY	P2300322	SFR-D	12/13/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6356	1105 LAUGHING GULL LN	P2300216	SFR-D	11/16/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6484	454 OCEAN FOREST DR	P2300371	SFR-D	1/3/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6518	509 B ST	P2300369	SFR-D	1/18/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6548	16 LINDA MAR DR	P2300883	SFR-D	4/11/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6585	9 10TH ST	P2301090	SFR-D	5/25/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6816	372 RIDGEWAY RD	P2300781	SFR-D	3/22/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
7091	413 C ST	P2301106	SFR-D	5/26/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
7129	131 15TH ST	P2301109	SFR-D	5/26/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES

COSAB FY'23 TREE INSPECTIONS

Application Id	Property Location	Permit No	Work Type	Issue Date	Description
6216	402 B ST	P2300062	TREE REMOVAL	10/13/2022	RESIDENTIAL-TREE REMOVAL INSPECTION
6389	134 13TH ST	P2300244	TREE REMOVAL	11/21/2022	RESIDENTIAL-TREE REMOVAL INSPECTION
6404	6 MICKLER BLVD	P2300233	TREE REMOVAL	11/17/2022	RESIDENTIAL-TREE REMOVAL INSPECTION
6587	202 AZALEA AVE	P2300411	TREE REMOVAL	1/9/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
6763	609 MARIPOSA ST	P2300577	TREE REMOVAL	2/14/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7203	4 N TRIDENT PL	P2301002	TREE REMOVAL	5/4/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7204	6 N TRIDENT PL	P2301001	TREE REMOVAL	5/4/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7288	508 WEEPING WILLOW LN	P2301078	TREE REMOVAL	5/19/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7367	10 COQUINA BLVD	P2301157	TREE REMOVAL	6/12/2023	RESIDENTIAL-TREE REMOVAL INSPECTION

Application Id Range: First to Last

Issue Date Range: 10/01/22 to 06/21/23

Application Date Range: First to 06/21/23

Building Code Range: TREE to TREE

Work Type Range: First to Last

Customer Range: First to Last

Waived Fee Status to Include: None: Y

Expiration Date Range: First to 09/05/25

Use Type Range: First to Last

Contractor Range: First to Last

User Code Range: First to Last

Void: N

Inc Permits With Permit No: Yes

All: Y

User Selected: Y

Applied For: N Open: Y

Hold: N

Completed: Y

Denied: N

Inc Permits With Certificate: Yes

COSAB FY'23 ZONING REPORT

Application Id	Parcel Id	Property Location	Building Code	Activity Type	Inspector	Date	Start Time	End Time	Actual Time	Status
6119	1711000000	201 B ST	ZONING	Z-VARIANCE	BONNIE M	10/18/2022				APPROVED
6133	1725610250	103 WHISPERING OAKS CIR	ZONING	Z-VARIANCE	BONNIE M	10/18/2022				APPROVED
6527	1725610380	224 BIG MAGNOLIA CT	ZONING	Z-VARIANCE	BONNIE M	1/17/2023				APPROVED
6528	1725610380	224 BIG MAGNOLIA CT	ZONING	Z-TREE REMOVAL	BONNIE M	1/17/2023				APPROVED
6635	1742000020	1097 A1A Beach Blvd	ZONING	Z-COND USE	BONNIE M	3/21/2023				APPROVED
6646	1629640310	1020 SALTWATER CIR	ZONING	Z-VARIANCE	BONNIE M	3/21/2023				APPROVED
6818	1705900000	711 A1A BEACH BLVD, UNIT A	ZONING	Z-COND USE	BONNIE M	3/21/2023				APPROVED
6973	1669500000	607 11TH ST	ZONING	Z-VARIANCE	JENNIFER	4/18/2023				APPROVED
6980	1748500000	4000 A1A SOUTH	ZONING	Z-COND USE	JENNIFER	4/18/2023				APPROVED
6992	1629630002	SEA GROVE MAIN ST	ZONING	Z-VARIANCE	JENNIFER	4/18/2023				APPROVED
6996	1691500000	541 A1A BEACH BLVD	ZONING	Z-VARIANCE	JENNIFER	4/18/2023				OPEN
7103	1693400000	647 A1A BEACH BLVD	ZONING	Z-COND USE	BONNIE M	5/16/2023				APPROVED
7108	1630700000	361 A1A BEACH BLVD	ZONING	Z-VARIANCE	BONNIE M	5/16/2023				DENIED
7109	1630700000	361 A1A BEACH BLVD	ZONING	Z-COND USE	BONNIE M	5/16/2023				DENIED
7183	1676200000	7 15TH ST	ZONING	Z-VARIANCE	BONNIE M	6/20/2023				APPROVED
7254	1709100010	VACANT	ZONING	Z-MIXED USE		7/18/2023				OPEN
7263	1632300000	13 OAK RD	ZONING	Z-VARIANCE	BONNIE M	6/20/2023				APPROVED
7266	1742000020	1033 A1A Beach Blvd	ZONING	Z-CONCEPT REV	BONNIE M	6/20/2023				PERFORMED
7267	1742000020	1001 A1A Beach Blvd	ZONING	Z-VARIANCE	BONNIE M	6/20/2023				APPROVED
7290	1690500000	18 A ST	ZONING	Z-COND USE		7/18/2023				OPEN
7416	1703900000	14 D ST	ZONING	Z-COND USE		7/18/2023				OPEN
7416	1703900000	14 D ST	ZONING	Z-COND USE		8/7/2023				OPEN

Application Id Range: First to Last Range of Building Codes: ZONING to ZONING
 Activity Date Range: 10/01/22 to 08/31/23 Activity Type Range: Z-APPEAL to Z-VARIANCE

Inspector Id Range: First to Last

Included Activity Types: Both

Sent Letter: Y

Range: First to Last
 Violation Date Range: First to 06/21/23
 Ordinance Id Range: First to Last
 Use Type Range: First to Last
 User Code Range: First to Last
 Open: Y
 Completed: N
 void: N
 Pending: N
 Customer Range: First to Last
 Inc Violations With Waived Fines: Yes

Violation Id: V1900065 Prop Loc: 720 A1A BEACH BLVD
 Viol Date: 07/30/19 Status: Open Comp Name: Comp Phone:
 Comp Email:

Ordinance Id	Description
LDR 3.09	Sec. 3.09.00. - Transient lodging establishments within medium density land use districts.
6.07.06	Sec. 6.07.06. - Care of premises.
FBC 105.1	PERMITS 105.1 Required.

Description: This violation(s) was generated through code enforcement relative to multiple complaints concerning specific building violations as specified below. These violations which are outlined within the International Property Maintenance Code (section304) and the FBC are specific to structural maintenance and requirements of an exterior structure.

The following needs to be addressed:

1. Remove the blue tarp on the top of the structure.
2. Execute the roof permit (P1914794) and repair the same.(presently the permit has expired).
3. Obtain proper permits (roof, stairs and landing etc and determine the possibility of encroachment of the raised deck/landing. Building Inspector Glenn Brown has conversed with Ms. Johnson in the many months prior relative to correction of this stair and deck landing modification scenario.
4. Modify the conditional use permit to include use of the ground floor for residential use. See conditional use permit dated Aug 4 2003.
5. Bring into compliance the violations as specified. After the building compliance is met, complete those requirements pertaining to a transient lodging facility renewal (Code 3.09).

Created	Modified	Note
05/05/22	05/05/22	Ms. Johnson came by the building department to obtain documents she submitted. Records indicate Ms. Johnson had already checked out her submission on 3/30/22. She also stated that her attorney will reach out to schedule an inspection of her home in the near future.
05/02/22	05/02/22	Mr. Timmons spoke with Mr. Valeriy Avanesov (Ms. Johnsons attorney) Mr. Avanesov stated that Ms. Johnson will be by the building apartment this afternoon to schedule an inspection. Also, the property in New Smyrna (108 Eddie Rd.) did not close. They are hoping to close this week. Mr. Avanesov: (904) 525-6393
04/20/22	04/20/22	Mr. Timmons attempted to make contact 4/20/2022. Left door notice
04/13/22	04/13/22	Mr. Timmons attempted to make contact on 4/11/2022 at the residence. Left door notice and another hand delivered letter.
04/06/22	04/20/22	Mr. Timmons E-mailed, called, certified mail sent, and went to the residence in person to try and set up an inspection. 4/04/2022

03/23/22	03/23/22	Received Certified mail receipt. 3/22/2022
03/15/22	03/15/22	Certified letter, standard letter, and hand delivered letter have been sent. Upon hand delivering the notice to appear, Mr. Timmons spoke with "Crystal" in the bottom story of the building. Crystal stated that Debora has Coronavirus and is ill, but will let her know about the upcoming Code Board and the summons that Mr. Timmons left in the upstairs door. (See attachments)
03/29/21	03/29/21	The number Liv called from on 3-29-2021 was different from what we have on file, 904-788-9522
03/29/21	03/29/21	Debra "Liv" Johnson called the office of 3/29/2021. She stated that she just picked up the certified mail today regarding the Code Enforcement Board Meeting on Wednesday, March 31st . She stated that her daughter is having surgery tomorrow and she will be taking care of her and will be unable to make it to the meeting. She asked if I could put her on the agenda for April's meeting instead, however, I told her that decision would be up to the code board. I let Ms. Johnson know that I had hand delivered the notice to appear on March 15th and I sent her an email with the notice to appear on March 24th. She stated that she does not usually check her email and is not great with computers. I told her that if she wanted to write a letter explaining to the code board why she can't make it and what her plans are, to go ahead and drop it off prior to the meeting and I will include it in the board packets.
03/15/21	03/15/21	Certified Mail, regular mail, and hand delivered letter sent 3/15/21 Notice to appear for March 31st, 2021 meeting. Attached.
12/11/20	12/11/20	The copy of the lien was returned as unclaimed on 12/11/2020.
11/17/20	11/17/20	A copy of the lien was sent via certified mail 7018-1130-0002-0083-3427 and regular USPS mail on 11-17-2020
11/16/20	11/16/20	A lien in the amount of 22,250.00 was recorded with St. Johns County Clerk of the Courts office on 11-16-2020 @ 1:32 PM. See attachments.
06/01/20	06/01/20	5-27-2020 The CEB made a motion to file a lien for \$22,500 (the roof fine total). Other fines will continue.
05/20/20	05/20/20	Notice to appear emailed 5-20-20.
05/19/20	05/20/20	Notice to appear sent on 5-18-2020 and hand delivered, see attached.
05/06/20	05/20/20	Ms. Johnson called and left a voicemail on 5-5-20, to say that she is planning on applying for a permit on Monday May 11th. In the message, she stated she was having trouble finding an architect to design the deck.
05/04/20	05/04/20	Certified Mail Sent 5-1-20 Letter, hand delivered on 5-4-20. Ms. Johnson was at the home when I delivered the letter. She told me that rather going to the post office to pick up the letter, she would just sign for it in person. See attached.
04/27/20	04/27/20	EMAILED MS. JOHNSON 4/27/2020 TO REMIND HER OF THE CODE BOARD MEETING SCHEDULED FOR 4/29/20 AT 2PM. SEE ATTACHED.
04/22/20	04/22/20	HAND DELIVERED & MAILED CERTIFIED MAIL CITATION TO APPEAR, SEE ATTACHED. WHILE I WAS DELIVERING THE LETTER, I SAW SOME REMOVED SIDING, AND A REMOVED WINDOW. SEE ATTACHED PICTURES. --JT

04/16/20	04/16/20	FINAL INSPECTION FOR ROOF PERMIT WAS APPROVED BY GLENN BROWN ON 4-15-2020 (SEE ATTACHED CERTIFICATE OF COMPLETION)
04/02/20	04/02/20	Certified Mail signature card received on 4-1-20. Signed by Crystal. See attached.
03/26/20	03/26/20	Certified Mail and a Hand Delivered Letter were sent to Ms. Johnson regarding the code enforcement board meeting on 3/26/20. The letter and a photo of it being hand delivered to her residence are attached.
03/16/20	03/16/20	Spoke with Ms. Johnson this am relative to the circumstances of events that surround her code enforcement case. There were excuses presented by Ms. Johnson concerning the compliance issue but no resolution was given. We reaffirmed the next code enforcement meeting (3/25 @ 1400hrs) in order to discuss the matter(s) pending. I advised Ms. Johnson to attend the meeting. A certified mailing was issued prior on 3/10 to Ms. Johnson @ her private address. A separate reg mailing was issued on 3/16 and a copy of that doc (notice to appear) was also emailed accordingly.
03/10/20	03/10/20	Certified mail sent relative to Citation to Appear for 3/25 to follow-up on non-compliance.
02/10/20	02/10/20	Staff notified the code enforcement officer this morn that Ms. Johnson inquired about permitting friday of last week. The staff advised Ms. Johnson of the pending code enforcement action against her and further stated that she contact this office. As of 0340 hrs this date, no contact has been made.
02/10/20	02/10/20	Certified mail dated 12/18 was returned by the USPS as undelivered. Last service attempt was 1/16/2020. Certified mail # 7018 1130 0002 0083 2918.
01/29/20	01/29/20	As of this date, no communication has been rec'ed from Ms Johnson. Multiple letters have been issued concerning the scenario(s).
01/22/20	01/22/20	Contact Info for the contractor that Ms. Johnson hired: Richard Sean Construction @ 352 639-1060
01/22/20	01/22/20	Spoke with the contractor, Richard Fulmer on 1/21 relative to pulling permits on the deck. He advised that a building permit would be aquired. This is the second request. Also requested was info pretaining to the re-roof. Mr. Fulmer also stated that this project had a current estimate for the roof and the roofer (unk) was to pull their own permit. No action has occured. As of this date there has been no communication with the property owner (Liv Johnson) to answer for the code enforcement action. The penalty phase sanctioned by the code board went into effect midnight 1/19 @ 250.00/day for non-compliance to violations of the SAB Building Code.
12/19/19	12/19/19	LETTER HAND DELIVERED ON 12-19-19 AT 245PM, LEFT IN DOOR. -JT (SEE ATTACHED PHOTO)
12/17/19	12/17/19	As of this date, no communication has commenced relative to compliance of this scenario concerning the building violatios. Ms. Johnson further has ignored a correction her conditional use permit relative to the multi-use property @ the stated address. Bonnie Miller (Building Dept Admin Sec) offered assistance to Ms. Johnson in weeks past relative to appling for a revision through the PZB. Ms. Johnson never responded.
12/02/19	12/02/19	Ms. Johnson contacted this office @ 0830hrs to relay info concerning needed repairs relative to code enforcement case. Ms. Johnson asdvied that a contaractor was being hired to complete all issues. Permits are pending TBA. If permits are not aquired prior to the Dec board meeting, a notice to appear will be issued.

10/29/19 10/29/19 Certified Mail notice sent this date
 08/26/19 08/26/19 Second notice sent this date. Regular mail.
 08/26/19 12/17/19 Cerified Letter issued Aug 1st returned.

Violation Id: V2200023 Prop Loc: Status: Open Comp Name: Comp Phone:
 Viol Date: 04/26/22
 Comp Email:

Ordinance Id	Description
FBC 105.1	PERMITS 105.1 Required.

Description: Report of construction without permits. Upon arrival, work being done was installation of pavers.
 work included renewing the stairs in front of 609 Bowers. Permit is needed for the stair work.

Created	Modified	Note
04/26/22	04/26/22	Resident called Code Enforcement about work being done without a permit at 609 Bowers Ln. The work being done is taking place on the Home Owners Associations property involving the stairs leading to 609 Bowers. Code Enforcement spoke with the owner of 609 Bowers. Ron LaDucer is the current homeowner. rsladucer@gmail.com

Violation Id: V2200033 Prop Loc: 201 3RD ST Status: Open Comp Name: JOSHUA PATTERSON
 Viol Date: 07/25/22
 Comp Phone: (904)557-5252 Comp Email: JTP@G-ETG.COM

Ordinance Id	Description
LDR 3.09	Sec. 3.09.00. - Transient lodging establishments within medium density land use districts.

Description: Transient Rental usage without permit or BTR

Created	Modified	Note
05/31/23	05/31/23	05/26/23 Certified letters sent to 201 3rd Street, and 130 Lauren Place to cease and desist illegal transient rental at 201 3rd Street. Additionally, certified letters are to summons Mr. Kuc to the June Code Board.
05/30/23	05/30/23	Listing has been blocked off for transient rentals on VRBO. Case closed out.
05/24/23	05/24/23	Code Enforcement received a complaint that 201 3rd st is still operating illegally by renting less than 30 days.
10/10/22	10/10/22	Mr. Kuc has completed his 30+ day inspection and all paperwork has been submitted
09/13/22	09/13/22	Mr. Kuc has submitted paperwork for a 31+ day rental at 201 3rd St. Fees have been paid. Awaiting inspection to complete process.
07/25/22	07/25/22	Recieved E-mail with a link to AirBNB for transient rentals at 201 3rd St. Certified mail has been sent to 201 3rd St. and 130 Lauren Place

Violation Id: V2300008 Prop Loc: 378 A1A BEACH BLVD
Viol Date: 01/18/23 Status: Open Comp Name: Comp Phone:
Comp Email:

Ordinance Id	Description
FBC 105.1	PERMITS 105.1 Required.

Description: Vending machine with no permits or site plans.

Created	Modified	Note
04/20/23	04/20/23	Ice machine/water dispenser removed. The pad still exist with utilities. Case remains open until utilities can be inspected.
03/22/23	03/22/23	Certified letter sent for notice to appear for 04/26/23 code board.
03/08/23	03/08/23	Email received from ice maker owner informing Code Enforcement he is working on getting the ice maker moved.
02/22/23	02/22/23	Code Enforcement G. Timmons sent owner information on compliance process on 02/21/2023 after owner reached out for additional information.
02/17/23	02/17/23	Owner came into the Building Department to obtain information on getting proper permits to move ice vending machine. Spoke with Code Enforcment and Permit Tech.
02/07/23	02/07/23	Certified letter sent instructing owner to remove ice maker or relocate with proper permits.
01/19/23	01/19/23	Code Enforcement spoke to the person responsible for the ice vending unit. Email: blsutch831@gmail.com Phone: +1(516)650-4376. Information has been passed to the building department to insure unit is brought into compliance.
01/18/23	01/18/23	Code Enforcement received information from the Building Official on 01/18/23 in reference to an ice maker/vending machine installed in the parking lot of Rita's Ice/Antonio's Pizza. Code Enforcement went to the location and found the ice maker/vending machine in the south west corner of the business parking lot. The ice maker/vending machine is on a poured concrete slab with electric and water installed to the machine. An Employee at the counter of Antonio's Pizza informed Code Enforcement that the owner of the property had the ice maker/vending machine installed. A search of permits revealed a Business Tax Receipt was issued for the machine; however, no other permits were issued for the electric, water or site plan.

Violation Id: V2300009 Prop Loc: 430 A1A BEACH BLVD
Viol Date: 01/24/23 Status: Open Comp Name: Comp Phone:
Comp Email:

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Sign is over twelve feet in height which is not compliant with city code. (Hampton Inn)

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.

01/24/23 01/24/23 Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign is not in compliance with the city code of St. Augustine Beach. Compliance must be met by 08/01/23.

Violation Id: V2300010 Prop Loc: 331 A1A BEACH BLVD
 Viol Date: 01/24/23 Status: Open Comp Name: Comp Phone:
 Comp Email:

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Business sign not compliance with code.

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.

01/24/23 01/24/23 Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign on property is not in compliance with the city of code of St. Augustine Beach and must be in compliance by 08/01/23.

Violation Id: V2300011 Prop Loc: 461 A1A BEACH BLVD
 Viol Date: 01/24/23 Status: Open Comp Name: Comp Phone:
 Comp Email:

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Business sign is not in compliance with code. (Mayday)

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.

01/24/23 01/24/23 Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and

conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign has until 08/01/23 to be compliance with code.

Violation Id: V2300012 Prop Loc: 860 A1A BEACH BLVD
Viol Date: 01/25/23 Status: Open Comp Name: Comp Phone:
Comp Email:

Ordinance Id Description
FBC 105.1 PERMITS 105.1 Required.

Description: Pool resurfacing with out permit.

Created	Modified	Note
01/27/23	01/27/23	Building Permit/Clearance Sheet Application received for review.
01/25/23	01/25/23	Code Enforcement was notified by the Building Official of the possibility of the pool at Guy Harvey Resort being resurfaced without a permit. Code Enforcement made contact with a worker who put him in touch with his foreman via phone. Jose, the foreman advised Code Enforcement that the owner of the resurfacing/paver company was aware of getting the proper permits. Jose provided the following email to make contact with his boss. (mgarcia@vermon.com)

Violation Id: V2300013 Prop Loc: 18 A ST
Viol Date: 01/26/23 Status: Open Comp Name: Comp Phone:
Comp Email:

Ordinance Id Description
8.00.04 Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Pit Surf Shop/Stir It Up: Business signs not in compliance.

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.
01/26/23	01/26/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground Water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign must be brought into compliance prior to or by August 1, 2023.

Violation Id: V2300014 Prop Loc: 15 1ST ST
Viol Date: 01/26/23 Status: Open Comp Name: Comp Phone:
Comp Email:

Ordinance Id Description
8.00.04 Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Business sign not in compliance with city code. This is Anastasia Vet.

Created	Modified	Note
01/26/23	01/26/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground Water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign must be brought into compliance prior to or by August 1, 2023.

Violation Id: V2300015 Prop Loc: 741 A1A BEACH BLVD
 Viol Date: 01/26/23 Status: Open Comp Name: Comp Phone:
 Comp Email:

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Business sign not in compliance with city code. (Sunshine Realty)

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.
01/26/23	01/26/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground Water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign must be in compliance prior to or by August 1st, 2023.

Violation Id: V2300016 Prop Loc: 770 A1A BEACH BLVD
 Viol Date: 01/26/23 Status: Open Comp Name: Comp Phone:
 Comp Email:

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Business sign not in compliance with city code. (Tasa)

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.
01/26/23	01/26/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and

Underground water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign must be in compliance prior to or by August 1st, 2023.

Violation Id: V2300017 Prop Loc: 541 A1A BEACH BLVD
Viol Date: 01/26/23 Status: Open Comp Name: Comp Phone:
Comp Email:

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Business sign not in compliance with city code. (Best Western)

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.
01/26/23	01/26/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign must be brought into compliance prior to or by August 1st, 2023.

Violation Id: V2300018 Prop Loc: 770 A1A BEACH BLVD
Viol Date: 01/26/23 Status: Open Comp Name: Comp Phone:
Comp Email:

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Business sign not in compliance with city code. (Sea Forest Design)

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.
01/26/23	01/26/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign must be

brought into compliance prior to or by August 1st, 2023.

Violation Id: V2300019 Prop Loc: 818 A1A BEACH BLVD
Viol Date: 01/26/23 Status: Open Comp Name: Comp Phone:
Comp Email:

Ordinance Id Description
8.00.04 Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Business sign not in compliance. (Fiesta Falls)

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.
01/26/23	01/26/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground Water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign must be brought into compliance prior to or by August 1st, 2023.

Violation Id: V2300020 Prop Loc: 1097 A1A BEACH BLVD
Viol Date: 01/27/23 Status: Open Comp Name: Comp Phone:
Comp Email:

Ordinance Id Description
8.00.04 Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Business sign for community shopping center does not comply with city code. (Anastasia Plaza)

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.
01/27/23	01/27/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground Water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign must be meet compliance with city code prior to or by August 1st, 2023.

Violation Id: V2300021 Prop Loc: 1115 A1A BEACH BLVD

Viol Date: 01/27/23 Status: Open Comp Name: Comp Phone:
Comp Email:

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Circle K business sign is not in compliance with city code.

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.
01/27/23	01/27/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground Water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign is over twelve feet in height and must meet compliance prior to or by August 1st, 2023.

Violation Id: V2300022 Prop Loc: 1115 A1A BEACH BLVD
Viol Date: 01/27/23 Status: Open Comp Name: Comp Phone:
Comp Email:

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Business sign for Dunkin Donuts does not meet compliance with city code.

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.
01/27/23	01/27/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground Water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign for Dunkin Donuts is over twelve feet in height and must meet compliance prior to or by August 1st, 2023.

Violation Id: V2300023 Prop Loc: 3955 A1A S
Viol Date: 01/27/23 Status: Open Comp Name: Comp Phone:
Comp Email:

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Business sign is over twelve feet in height which is out of compliance with city code.
(Americas Best Value Inn)

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.
01/27/23	01/27/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign is over twelve feet in height and must meet city code prior to or by August 1st, 2023.

Violation Id: V2300024 Prop Loc: 4001 A1A S
 Viol Date: 01/27/23 Status: Open Comp Name: Comp Phone:
 Comp Email:

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Business sign over twelve feet in height which is out of compliance with city code.
(Island Prep School)

Created	Modified	Note
01/27/23	01/27/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign is over twelve feet in height which is out of compliance and must be brought into compliance prior to or by August 1st, 2023.

Violation Id: V2300025 Prop Loc: 4100 A1A S
 Viol Date: 01/27/23 Status: Open Comp Name: Comp Phone:
 Comp Email:

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Business sign is over twelve feet in height which is out of compliance with city code. (
Sandpiper Plaza)

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter

mailed to business owner today.

01/27/23	01/27/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign is over twelve feet in height and must meet compliance with city code prior to or by August 1st, 2023.
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Violation Id: V2300026	Prop Loc: 3970 A1A S	Comp Name:	Comp Phone:
Viol Date: 01/27/23	Status: Open		
Comp Email:			

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Business sign is over twelve feet in height which is out of compliance with city code.

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.
01/27/23	01/27/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign is over twelve feet in height and must meet compliance prior to or by August 1st, 2023.

Violation Id: V2300027	Prop Loc: 3942 A1A S	Comp Name:	Comp Phone:
Viol Date: 01/27/23	Status: Open		
Comp Email:			

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Business sign/s for this property 3942-3950 are over twelve feet in height. (Coastal Rental Property)

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.
01/27/23	01/27/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and

twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign/s for Coastal Rental Property, 3942-3950 A1A S are over twelve feet in height. Compliance must be met prior to or by August 1st, 2023.

Violation Id: V2300028 Prop Loc: 3175 A1A S
Viol Date: 01/27/23 Status: Open Comp Name: Comp Phone:
Comp Email:

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Business sign over twelve feet in height.

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.
01/27/23	01/27/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Watson Realty business sign is over twelve feet in height and must be brought into city code compliance prior to or by August 1st, 2023.

Violation Id: V2300029 Prop Loc: 2060 A1A S
Viol Date: 01/27/23 Status: Open Comp Name: Comp Phone:
Comp Email:

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Business sign is over twelve feet in height.

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.
01/27/23	01/27/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with

surface or underground water or with natural or artificial drainage. Business sign is over twelve feet in height and must meet city code prior to or by August 1st, 2023.

Violation Id: V2300030 Prop Loc: 2010 A1A S
Viol Date: 01/27/23 Status: Open Comp Name: Comp Phone:
Comp Email:

Ordinance Id Description
8.00.04 Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: 711 Store sign is over twelve feet in height.

Created Modified Note
01/27/23 01/27/23 Signs Must Maintain Clearance from utilities and Shall Not Interfere with Surface and Underground water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign is over twelve feet in height and must meet compliance prior to or by August 1st, 2023.

Violation Id: V2300031 Prop Loc: 2040 A1A S
Viol Date: 01/27/23 Status: Open Comp Name: Comp Phone:
Comp Email:

Ordinance Id Description
8.00.04 Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Wendy's business sign is over twelve feet in height.

Created Modified Note
02/02/23 02/02/23 Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.

01/27/23 01/27/23 Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign must be brought into compliance prior to or by August 1st, 2023.

Violation Id: V2300032 Prop Loc: 421 A1A BEACH BLVD
Viol Date: 01/27/23 Status: Open Comp Name: Comp Phone:
Comp Email:

Ordinance Id Description

8.00.04 Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Sunset Grille business sign over twelve feet in height.

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.
01/27/23	01/27/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground Water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign is over twelve feet and will need to meet compliance prior to or by August 1st, 2023.

Violation Id: V2300033 Prop Loc: 4000 A1A SOUTH
 Viol Date: 01/27/23 Status: Open Comp Name: Comp Phone:
 Comp Email:

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Oasis Restaurant business sign for parking lot is over twelve feet in height.

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.
01/27/23	01/27/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground Water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign in parking lot is over twelve feet in height and must meet city code compliance prior to or by August 1st, 2023.

Violation Id: V2300034 Prop Loc: 590 A1A BEACH BLVD
 Viol Date: 01/27/23 Status: Open Comp Name: Comp Phone:
 Comp Email:

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Obies Filling Station business sign is over twelve feet in height.

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.
01/27/23	01/27/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground Water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign is over twelve feet in height and must be in compliance prior to or by August 1st, 2023.

Violation Id: V2300035 Prop Loc: 1005 POPE RD
 Viol Date: 01/27/23 Status: Open Comp Name: Comp Phone:
 Comp Email:

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: ~~Andy's Taylor Rental business sign is over twelve feet in height.~~

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.
01/27/23	01/27/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground Water or with Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign is over twelve feet in height and must be in compliance prior to or by August 1st, 2023.

Violation Id: V2300036 Prop Loc: 303 A1A BEACH BLVD
 Viol Date: 01/27/23 Status: Open Comp Name: Comp Phone:
 Comp Email:

Ordinance Id	Description
8.00.04	Non conforming signs above twelve feet will need to meet compliance by 08/01/23.

Description: Business sign is over twelve feet in height. (Little Margies Cafe)

Created	Modified	Note
02/02/23	02/02/23	Letter for business sign compliance hand delivered to business on 02/01/23 along with a letter mailed to business owner today.
01/27/23	01/27/23	Signs Must Maintain Clearance from Utilities and Shall Not Interfere with Surface and Underground Water or with

Drainage. Signs shall maintain a minimum distance of six (6) feet horizontal clearance and twelve (12) feet overhead clearance from electrical conductors and from all communications equipment or lines. Signs and their supporting structures shall maintain clearance from and noninterference with all surface and underground facilities and conduits for water, sewage, electricity, or communications equipment or lines. Sign placement shall not interfere with surface or underground water or with natural or artificial drainage. Business sign is over twelve feet in height and will need to meet compliance prior to or by August 1st, 2023.

Violation Id: V2300041 Prop Loc: 202 AZALEA AVE
viol Date: 02/17/23 Status: Open Comp Name: Building Official
Comp Phone: Comp Email:

Ordinance Id Description
FBC 105.1 PERMITS 105.1 Required.

Description: Building shed without a permit.

Created	Modified	Note
06/21/23	06/21/23	Variance granted for shed; permits due by 06/30/23.
04/28/23	04/28/23	Code Board has been notified of this case. Owners have submitted a Variance application for the <u>June Planning and Zoning meeting</u>
03/22/23	03/22/23	Certified letter sent for notice to appear for 04/26/23 code board.
02/22/23	02/22/23	since the Stop Work Order, work has continued on the shed.
02/21/23	02/22/23	Home owner came by the Building Department to obtain additional information and ask some more questions as to what he needed. He also appologized for his wife's actions towards staff on 02/17/23.
02/17/23	02/22/23	Home owners came by the building department to complain about the Stop Work Order and were rude towards Building Department Staff. Building and Zoning along with the permit tech explained what was needed and provided appropriate paper work to the home owners.
02/17/23	02/17/23	The Building Official informed Code Enforcement of the construction of a shed which could be seen from 11th Street. Upon Code Enforcement investigating this, the sheds location was determined to be at 202 Azalea Ave. A review of open building permit/s for this address revealed there was no permit/s obtained for the shed. A stop work order was posted on the shed with literature explaining the violation. Contact with the owner of the property and/or builder yielded negative results, and a Code Enforcement business card was left at the door.

Violation Id: V2300052 Prop Loc: 2040 A1A S
Viol Date: 03/13/23 Status: Open Comp Name: Code Enforcement
Comp Phone: Comp Email:

Ordinance Id Description
8.00.10. Nonconforming signs.

Description: Discontinued business sign.

Created Modified Note

03/13/23	03/13/23	Certified letter addressing sign to be removed by or before 04/10/23.
03/13/23	03/13/23	Certified letter sent requesting removal of previous Wendy's fast food sign. Establishment has been closed/vacant for several months.

Violation Id: V2300067 Prop Loc: 2 LISBON ST
 Viol Date: 04/11/23 Status: Open Comp Name: Code Enforcement
 Comp Phone: Comp Email:

<u>Ordinance Id</u>	<u>Description</u>
SEC. 3.02.03	PROHIBITED USE

Description: Illegal Rental

<u>Created</u>	<u>Modified</u>	<u>Note</u>
04/28/23	04/28/23	Certified letter mailed to owner to appear before the May Code Board.
04/28/23	04/28/23	As of todays date, this residence is still being advertised as a transient rental.
04/20/23	04/20/23	Home Owner contacted Code Enforcement on 04/17/23 to get information on being compliant with his rental.
04/11/23	04/11/23	Certified letter sent to cease and desist rental.
04/11/23	04/11/23	While investigating an illegal rental, this residence was found to be an illegal rental.

Violation Id: V2300069 Prop Loc: 39 OCEAN CT
 Viol Date: 04/14/23 Status: Open Comp Name: Jeanne Lindquist
 Comp Phone: Comp Email:

<u>Ordinance Id</u>	<u>Description</u>
INVESTIGATION	

Description: Fill dirt causing run off onto neighbors property.

<u>Created</u>	<u>Modified</u>	<u>Note</u>
04/14/23	04/14/23	Pictures taken and uploaded of fill dirt. Spoke with Public Works and they will let Code Enforcement know if this is causing or going to cause illicit discharge onto neighbors property.
04/14/23	04/14/23	Received a complaint that the owners of 39 Ocean Ct. are bringing in fill dirt which is altering the run off of storm water.

Violation Id: V2300075 Prop Loc: 39 ATLANTIC OAKS CIRCLE
 Viol Date: 04/25/23 Status: Open Comp Name: Russell Adams Public Works
 Comp Phone: Comp Email:

<u>Ordinance Id</u>	<u>Description</u>
INVESTIGATION	

Description: Illicit Discharge.

Created	Modified	Note
04/25/23	-04/25/23	Owner added dirt to the back yard that is not stabilized. When it rains, soil from the residence is being discharged into the swale.

Violation Id: V2300090 Prop Loc: 56 WILLOW DR
 Viol Date: 05/09/23 Status: Open Comp Name: City Official Comp Phone:
 Comp Email:

Ordinance Id	Description
FBC 105.1	PERMITS 105.1 Required.
LDR 6.02	Sec. 6.02.03 - Rights of way

Description: No permit, and driveway x2 over 38 feet in total.

Created	Modified	Note
06/13/23	06/13/23	Notice to appear certified letter mailed.
05/30/23	05/30/23	Attorney Whitehouse called City Staff to obtain information on violations and paper work needed.
05/23/23	05/23/23	Owner called Code Enforcement after finding door hanger and stated after he left the Building Department to obtain the paperwork needed for permit/s he realized this was all too much for him so he hired Attorney Whitehouse.
05/23/23	05/23/23	Door hanger left at residence for owner to contact Code Enforcement in regards to progress on obtaining permits and removal of pavers in driveway.
05/10/23	05/10/23	Home owner came in today to obtain paper work for permits and ISR for driveways.
05/10/23	05/10/23	Certified letter for notice of violation mailed requesting compliance for code violations on or before 05/23/2023.
05/09/23	05/09/23	Code Enforcement made contact with home owner and he stated he will get with the company who put the carport up to obtain permits and the paver contractor to bring the driveways into compliance.
05/09/23	05/09/23	Received information from a city official inquiring about no permits obtained for a carport structure and two driveways at the residence not in compliance with the overall width in total.

Violation Id: V2300096 Prop Loc: 1097 A1A BEACH BLVD
 Viol Date: 05/12/23 Status: Open Comp Name: City Official Comp Phone:
 Comp Email:

Ordinance Id	Description
CC-12-51	12-51 LOCAL BUSINESS TAX REGULATIONS

Description: Expired Business Tax Receipt This Hallmark Gold Crown.

Created	Modified	Note
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06/20/23	06/20/23	City Clerk was in contact with owner, and a invoice for the business tax receipt mailed to business. Owner was instructed that the business tax receipt can be paid by his manager or employee as he is not in the state at this time.
05/24/23	05/24/23	Notice of violation sent certified mail on 05/22/2023.
05/24/23	05/24/23	Business Tax Receipt has not been paid as of this date. Email was sent to owner as a reminder with instructions on how to pay.
05/12/23	05/12/23	Business Tax Receipt has expired. Appropriate forms hand delivered to business owner to complete and send in to the City Clerk.

Violation Id: V2300097 Prop Loc: 107 11TH ST UNIT A
 Viol Date: 05/15/23 Status: Open Comp Name: City Official Comp Phone:
 Comp Email:

<u>Ordinance Id</u>	<u>Description</u>
CC-12-51	12-51 LOCAL BUSINESS TAX REGULATIONS

Description: Expired BTR for Pear Enterprises and Research.

<u>Created</u>	<u>Modified</u>	<u>Note</u>
05/22/23	05/22/23	Certified mail receipt returned with signature.
05/15/23	05/15/23	Copy of certified letter hand delivered to business.
05/15/23	05/15/23	Notice of violation letter sent certified mail.
05/15/23	05/15/23	City Official informed Code Enforcement of this business's Business Tax Receipt expired.

Violation Id: V2300108 Prop Loc: 208 BIG MAGNOLIA CT
 Viol Date: 06/12/23 Status: Open Comp Name: City Official Comp Phone:
 Comp Email:

<u>Ordinance Id</u>	<u>Description</u>
7.01.01	General standards and requirements.

Description: Shed and gazebo constructed without obtaining a variance/permits.

<u>Created</u>	<u>Modified</u>	<u>Note</u>
06/14/23	06/14/23	June 12th, notice of violation left in door jam of residence.
06/12/23	06/12/23	On 06/09/23 a City Official with the City of St. Augustine Beach reported a new shed and gazebo constructed. Our records indicate no variance or permits where obtained.

Violation Id: V2300109 Prop Loc: 12 2ND ST
 Viol Date: 06/16/23 Status: Open Comp Name: Comp Phone:
 Comp Email:

<u>Ordinance Id</u>	<u>Description</u>
6.01.04	Building height.

Description: Stop work order reference building height.

Created	Modified	Note
06/16/23	06/16/23	Stop work Order posted at site for building height out of compliance with site plan.

Violation Id: V2300110 Prop Loc: 1001 A1A BEACH BLVD
 Viol Date: 06/19/23 Status: Open Comp Name: Jim LeClare Comp Phone:
 Comp Email: jjaem@msn.com

Ordinance Id	Description
6.07.06	Sec. 6.07.06. - Care of premises.

Description: Trash in wood line behind dumpsters.

Created	Modified	Note
06/19/23	06/19/23	Inspection performed; trash remains in the woodline behind the dumpsters on the northside of Anastasia Plaza.

06/19/23 06/19/23 Email received in reference to trash in the woodline behind the northside dumpsters at Anastasia Plaza. ~~Property manager Lynn McFatter was emailed pictures Code Enforcement took,~~ and Code Enforcement spoke with her also about the violation. Ms. McFatter informed Code Enforcement she would get with the porters who maintain the property and correct this violation right away. Original complaint was received late 06/16/23.

Violation Id: V2300111 Prop Loc: 106 E ST
 Viol Date: 06/19/23 Status: Open Comp Name: City Official Comp Phone:
 Comp Email:

Ordinance Id	Description
LDR 3.02.03	PROHIBITED USES

Description: Illegal rental.

Created	Modified	Note
06/20/23	06/20/23	Home owner emailed and called the office to obtain forms for transient rental. Forms and instructions emailed to home owner for completion.
06/19/23	06/19/23	Certified cease and desist letter mailed to residence, and a copy of certified cease and desist left in door jam of residence.
06/19/23	06/19/23	Residence found on Airbnb Site as a rental; our records indicate this residence is not registered or has a business tax receipt with the City of St. Augustine Beach.



MINUTES

PLANNING AND ZONING BOARD REGULAR MONTHLY MEETING
TUESDAY, MAY 16, 2023, 6:00 P.M.

CITY OF ST. AUGUSTINE BEACH, 2200 A1A SOUTH, ST. AUGUSTINE BEACH, FL 32080

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

BOARD MEMBERS PRESENT: Chairperson Kevin Kincaid, Hulsey Bray, Conner Dowling, Larry Einheuser, Junior Alternate Rhys Slaughter.

BOARD MEMBERS ABSENT: Vice-Chairperson Chris Pranis, Hester Longstreet, Victor Sarris, Senior Alternate Gary Smith.

STAFF PRESENT: Building Official Brian Law, City Attorney Charlie Douglas, Planner Jennifer Thompson, Recording Secretary Bonnie Miller.

IV. APPROVAL OF MINUTES OF REGULAR PLANNING AND ZONING BOARD MEETING OF APRIL 18, 2023

Motion: to approve the minutes of the April 18, 2023 meeting. **Moved** by Hulsey Bray, **seconded** by Conner Dowling, **passed 5-0** by unanimous voice-vote.

V. PUBLIC COMMENT

There was no public comment pertaining to anything not on the agenda.

VI. NEW BUSINESS

- A. Conditional Use File No. CU 2023-04, for renewal of a conditional use permit for food and/or beverage service and consumption outside of an enclosed building on the premises of a restaurant, The Kookaburra Coffee Shop, in a commercial land use district at 647 A1A Beach Boulevard, St. Augustine Beach, Florida, 32080, Megan Vidal and Spencer Hooker, Agents for CMBV LLC, Applicant

Jennifer Thompson: This first order of business is for a conditional use permit for outdoor seating and food and beverage service outside of an enclosed building at The Kookaburra, 647 A1A Beach Boulevard, which uses a portion of the City plaza for its outdoor seating.

The Kookaburra was previously granted a conditional use permit for outdoor seating for five years, and this has now expired, so the applicants are just asking that it be renewed.

Kevin Kincaid: Have there been any reports of issues, problems, or complaints regarding the outdoor seating at this business?

Jennifer Thompson: No, not regarding the outdoor seating. The last complaint I received about this business was about the dumpster enclosure, and this was fixed very quickly.

Kevin Kincaid: Are there any objections from the City about extending or renewing this?

Jennifer Thompson: We don't have any objections.

Brian Law: I recommend, since Kookaburra has been a long-standing business, that we seriously consider extending the conditional use permit for more than five years. This has been done before, some have been extended for 10 years or more, and some have been granted for the lifetime of the business ownership, which is my recommendation, as Director of Building and Zoning, for this conditional use permit for Kookaburra.

Kevin Kincaid: Do we have any comments from the public?

Judy Jucker, 106 3rd Street, St. Augustine Beach, Florida, 32080: I live three lots down from Kookaburra. They are great neighbors, we love them, and love their coffee, but I have two concerns. They have been clearing the lot adjacent to Kookaburra, and it is my understanding that the owners of Kookaburra also own this lot, maybe someone can clarify that. I'd like to know if they plan to expand their outdoor eating and drinking area. If they do, the parking and traffic will just get worse. It's mainly bad on the weekends, when it is very chaotic there. Parking is allowed on the side of the street I live on, and I don't mind people parking in front of my house, but they also park in front of the fire hydrant on the other side, and park all the way up and down the street, so you can't get in and out. I'm curious to know if Kookaburra plans to expand its parking, and if they are interested in helping with the situation there, as it is a safety issue more than anything.

Kevin Kincaid: Just to clarify, you are asking about the vacant lot directly behind Kookaburra?

Judy Jucker: Yes, it has been cleared. Is anybody here from Kookaburra?

Kevin Kincaid: We wouldn't know if they own this lot or not. Right now, they are just asking to extend the conditional use that already exists, they are not asking to expand the number of seats or tables.

Judy Jucker: And I'm fine with that, I love them as a neighbor, they're great. But if they're going to expand into the area behind them, I am just concerned about more congestion.

Conner Dowling: All we have in front of us today is about what is currently existing, and

the conditional use application to continue that. We don't know, and we don't have any information, about plans for further expansion.

Kevin Kincaid: Regarding illegal parking on the street, that would be a police matter. As a Board, we would not have any knowledge of future plans for Kookaburra to expand, unless they applied for a permit or a variance for expansion or whatever.

Brian Law: At this time, the City is not in receipt of any development plans for the existing Kookaburra. The matter under discussion by the Board now is limited solely to what they are asking for in the conditional use application. I would ask the Board to discontinue any future development conversations because we don't have any information to provide.

Kevin Kincaid: The only reason they are here tonight is because they had a five-year conditional use permit that has now expired.

Judy Jucker: And I'm all for extending that.

Sandy Eyerly, 107 3rd Street, St. Augustine Beach, Florida, 32080: I live directly across the street from the Juckers, and I love Kookaburra as well, it is a great business, but I'm glad they're only open until 10 p.m., as parking really is an issue. Cars park all the way up and down the street from the stop sign at A1A Beach Boulevard to the stop sign at 2nd Avenue. There is no visibility coming in and out. There was an accident last week, involving a motorbike or a scooter coming around the corner onto that section of the street where the congestion is really bad. I'm sure the number of parking spaces for the business must be in relation to its size, but if you add six picnic tables outside, that is another 36 people.

Kevin Kincaid: I do not believe that is what the application is for. It is not for additional seating, it is to continue something that is currently already in place at Kookaburra.

Brian Law: Yes, this is simply a continuation of an existing approved conditional use permit for outdoor consumption of food and beverages.

Sandy Eyerly: Right, but that is pretty broad. They have an outdoor deck that has about six tables that seat about 24 people. Over the past few years, they've added picnic tables, and as Judy said, they have been clearing the lot behind Kookaburra, so as far as seating goes, adding more tables means more people will be coming and looking for parking.

Kevin Kincaid: Does adding more seats go to Code Enforcement? Because it is not in this Board's purview.

Brian Law: It is not in the Board's purview at all. However, the current parking regulations do not address seating, but are based on square footage and gross floor area, defined as the area used for the serving and consumption of food and beverages. Some jurisdictions may require one parking space for every three occupants, but this City does not base its parking regulations on occupancy or the number of seats. If there are parking issues you feel are not in conformity with City standards, I would encourage you to call the Police

Department, which is the only department that has authority over that. Code Enforcement has no authority over illegally parked cars because technically, this is in the public sector. We have a resident self-service portal online, with a direct link to it from the City's webpage, and anyone can submit comments about anything going on in the City they have concerns about, and these comments will be forwarded to the appropriate staff members, whether it be the Public Works Department, Police Department, Building and Zoning Department, Planning and Zoning Division, or Code Enforcement. At this time, I am unaware of any Code Enforcement cases pertaining to Kookaburra, and we are simply here to consider extending the business's conditional use permit for outdoor dining.

Sandy Eyerly: Okay, well, I don't know if the agents from Kookaburra are here or not.

Brian Law: If I may remind the Board, order needs to be maintained. Residents are more than encouraged to speak, but they can't ask staff questions and they can't ask members of the public questions. Residents may only address public comments to the Board.

Kevin Kincaid: I wish I had a different answer for the residents who have spoken regarding the issues they are experiencing, but they are not issues the Board can remedy. I would advise these residents that there are other venues they can pursue regarding these issues.

Sandy Eyerly: One remedy to consider is something like the sign Saltwater Cowboy's used to have up saying something along the lines of, we care for our residents, please keep in mind that we are in a residential area. If Kookaburra could put up a nice sign saying, "Respect Our Neighbors," or something similar, perhaps people would think twice about turning around in residents' driveways all day long. My husband was nearly run over by someone who didn't even look before driving their vehicle straight onto our property.

Kevin Kincaid: Okay, thank-you very much. Does anyone have any questions for staff or for the applicants? Hearing none, do we have a motion?

Motion: to approve Conditional Use File No. CU 2023-04, for renewal of a conditional use permit for food and/or beverage service and consumption outside of an enclosed building on the premises of a restaurant, The Kookaburra Coffee Shop, in a commercial land use district at 647 A1A Beach Boulevard, St. Augustine Beach, Florida, 32080, for as long as the current applicants own the current business. **Moved** by Conner Dowling, **seconded** by Hulsey Bray, **passed 5-0** by the Board by unanimous voice-vote.

B. Land Use Variance File No. VAR 2023-06, for a reduction of the minimum parking requirements for proposed expansion of outdoor seating areas for food and/or beverage service and consumption outside of an enclosed building on the premises of a restaurant, Crabby's Beachside of St. Augustine, in a commercial land use district at 361 A1A Beach Boulevard, St. Augustine Beach, Florida, 32080, Greg Powers and Keith Diaz, Agents for 361 Beach Holdings LLC, Applicant

Jennifer Thompson: These next two items go hand in hand. The first is a variance application for Crabby's Beachside, formerly known as Panama Hattie's, at 361 A1A Beach

Boulevard, for a reduction of the required number of parking spaces for this restaurant. Currently, Crabby's has 46 parking spaces, including two handicap spaces. They'd like to increase the seating area on the first-floor outdoor patio by 360 square feet, and they also want to expand the seating area to include a 400-square-foot second-floor outdoor deck. For restaurants, the City's Land Development Regulations (LDRs) currently require one parking space for every 55 square feet of gross floor area, so this first item is a variance request for a reduction of the required number of parking spaces. The second item is a conditional use permit application to allow the consumption of food and beverages outside of an enclosed building on the first-floor patio on Crabby's east side.

Kevin Kincaid: I remember we brought this up a couple of months ago, when Crabby's was changing the whole front aspect of their business. I don't know how many parking spaces were lost at that time, but if I remember, when Panama Hattie's went through the whole renovation process after the hurricane and was closed for a couple of years, what sticks in my mind is that there were 57 parking spaces. Obviously, there are not 57 parking spaces now, there are only 46. Does this meet the current parking requirements?

Jennifer Thompson: No. One parking space per 55 square feet of gross floor area would require Crabby's to have over 140 parking spaces. At the time of the decision to approve the final development order for the rebuild of Panama Hattie's, the parking plan proposed in 2018 showed 50 parking spaces [EXHIBIT A], and this was approved as part of the development order. It is stated on this parking plan that the size of the standard parking spaces are 9-foot-by-18-feet. However, requirements per the LDRs are 9-foot-by-20 feet for standard parking spaces. That is essentially where the lost parking spaces occurred. To meet parking space size per the LDRs, the 50 parking spaces were reduced to 46. When Crabby's redid its parking lot earlier this year in January, they maintained the 46 parking spaces that were already there when the new owners purchased the business.

Kevin Kincaid: Okay. So, what you are saying is that at the current size of the building, 140 parking spaces would be required.

Jennifer Thompson: Over 140 parking spaces would be required, yes.

Kevin Kincaid: And they now want to increase the gross floor area by over 700 square feet and decrease parking?

Jennifer Thompson: They would maintain the same amount of parking spaces that they currently have. They are not asking to decrease what they currently have. They are asking, per the variance, to reduce the required number of parking spaces per code.

Kevin Kincaid: How many parking spaces were eliminated when the pavers were put in for the patio out front?

Jennifer Thompson: None. They had to reconfigure the parking lot to maintain the same number of parking spaces when the lot was redone in January, to still have the 46 parking spaces that Panama Hattie's had. The number of parking spaces didn't change, just the

configuration of the spaces, which they got a little creative with. There is one parking space no one can park in after 3 a.m. to allow the garbage truck to get to the dumpster.

Kevin Kincaid: Okay. So, if over 140 parking spaces are what would be required right now, what would be required with the additional 700 square feet of outdoor seating, if one parking space is required for every 55 square feet of gross floor area?

Brian Law: About 14 additional parking spaces would be required. When the original development application for the rebuild of Panama Hattie's was approved, there was a proposed parking plan based on the best they could do. It did not work, as there was not a way to safely put in the parking spaces they wanted, but they never lowered their parking below what they had, as it was the general consensus of both this Board and the City Commission that they not have less parking than what they started with. That is how we got to this point. The recent reconfiguration of the parking lot was checked out many times by the Planning and Zoning Division and I also went out there and looked at it.

Conner Dowling: Brian, when you say they started with 46 parking spaces, do you mean prior to the updates that Panama Hattie's made?

Brian Law: In the retrofit of the existing facility in 2018 for the newly renovated Panama Hattie's, there was an attempt from the designers to try to get a few more parking spaces in, but it just didn't work. The way that building is shaped and the way that lot is angled made the proposed new parking plan very unsafe, but they never decreased the number of parking spaces below what was there to start with prior to 2018. All along, even with this recent exterior renovation, the same number of parking spaces have been retained, but as Ms. Thompson said, some spaces have been relocated and reconfigured. There is some parallel parking and I believe they used a porous paving system on the western side, behind the building, which allowed some of the spaces to be moved around a tad for enhanced safety for vehicular traffic coming in and bending around the building corners.

Kevin Kincaid: If we entertain this variance for parking that is just basically nonconforming now, will this make it conforming, or will it remain nonconforming?

Brian Law: it would remain a nonconforming status, as it is nonconforming. You can't make something that is nonconforming conforming by granting a variance, but if the Board sees fit to grant this variance, you have to think outside the box a tad. Many people walk and ride bicycles, and I believe the applicants included in their submittal documents a log that has been kept of walk-up and bicycle customers. This is not an unheard of way to get real-time data. The City has been trying to shift to a walk-up or pedestrian-friendly community with the Vision Plan, so that is what the applicants are somewhat relying on.

Jennifer Thompson: I have one more thing to add. There was an email sent to Board member Conner Dowling from Karen Zander [EXHIBIT B]. You all were provided, next to your packets, a copy of this email, regarding a previous conversation Ms. Zander had with the previous Building Official, Gary Larson, about the Federal Emergency Management Agency (FEMA) substantial improvement 50% rule. I want to point out and clarify that

this substantial improvement rule pertains to flood plain management and FEMA rules versus the City's LDRs, and I just want to make sure you all got this information.

Kevin Kincaid: Okay, so this FEMA rule does not affect this.

Jennifer Thompson: It doesn't affect the parking specifically.

Brian Law: It is apples and oranges, sir, as one is a federal floodplain management rule, which Crabby's Beachside is in total compliance with, and as a commercial property, it opens the doors for us to have other avenues of compliance. Architects were brought in to design the flood-resistant construction, the compressors were elevated four feet off the ground, and it has a commercial flood-proofing system approved by FEMA.

Conner Dowling: Jennifer, one more question for you. I saw on the variance application that the applicant noted Salt Life's variance for parking, and I just wanted you to confirm this with what the applicant wrote on this variance application for Crabby's Beachside.

Jennifer Thompson: In the Planning and Zoning Board meeting minutes for the variance granted to Salt Life back in 2012, it was discussed that the requested reduction and size of parking spaces was found to be in conformance with the number and size of parking spaces provided by other restaurants and commercial establishments in this area of the City. Salt Life was granted a variance to reduce the number of parking spaces to 69.

Larry Einheuser: The owner of Salt Life also bought the business behind Salt Life, so it has the capability of valet service for parking in the adjacent business in back of Salt Life.

Brian Law: Salt Life recently purchased this property, but they had a lease on this property before that, and there was some competition to purchase it.

Jennifer Thompson: At the time the variance for Salt Life was granted, in 2012, I don't believe they had that valet service for that additional parking.

Brian Law: I can't speak to that, as I don't have that information. I do recall Salt Life having valet parking almost since it opened, but that would have been a private lease.

Kevin Kincaid: Thank-you. If we could now hear from the applicants, please.

Keith Diaz, 4703 North Rome Avenue, Tampa, Florida, 33603, Agent for Applicant: I represent Beachside Hospitality Group, Crabby's Beachside of St. Augustine, and I will be happy to answer any questions.

Rhys Slaughter: Is the request for the additional outdoor seating purely for beautification and to help the flow of the restaurant seating go more smoothly, or is it geared more toward stacking in as many tables as you can? Because I think that is the kicker as to whether the variance to reduce the parking is going to make a difference or not.

Keith Diaz: I think the goal here is to engage the community on all three sides of the building. Right now, coming from the north, you see the vacant deck on the second floor, because Crabby's does not have the parking to accommodate seating on this deck. There are a few tables outside for people to sit at while waiting for a table, but no dining service is provided from these tables, so from the ability to engage people at street level, that's what the conditional use application for the first-floor outdoor seating is for. The variance for the reduction of the required number of parking spaces is for the ability to open up all sides of the building, including the vacant second-story deck, to the community.

Hulsey Bray: How many additional people would you say Crabby's will be able to serve if this variance is granted?

Bruce McElhone, 79 Natureland Circle, St. Augustine, Florida, 32092: I'm the general manager for Crabby's. The additional outdoor seating is for approximately 48 more seats.

Kevin Kincaid: What would you consider to be the hardship here? One of the things the Board has to look at it is whether the variance request demonstrates a hardship.

Keith Diaz: The hardship is not being able to add more seating without increasing parking for Crabby's. We do not have the ability to lease any land around us to stack parking on adjacent properties. I am assuming we share parking with the City's pier parking lot across the street, where people park to go and enjoy a day at the beach, and some of them then come over to the restaurant to eat before leaving to go home. The hardship is parking.

Kevin Kincaid: I understand that, and I don't want to argue with you, but that is almost a self-created hardship because the more seating you have, the harder it gets to meet the parking requirements. That's not a hardship for us, because a hardship is something that prevents you from using your property in a viable and economic way, basically. I struggled, when reading through the application information, to find what the hardship is. The last residents up here for the conditional use for outdoor seating for Kookaburra were here about parking issues, not about the business. They are okay with the business, but they are not okay with the parking issues up and down their street. As a beach community, parking is an issue for us all day, every day, especially during the busy times. I appreciate Crabby's being here, I eat there all the time, and I love it. But almost every night I go there, the parking lot is full, and if you add another 48 diners, even if they are not all going to drive to Crabby's, where is all that overflow parking going to go? The City will have to deal with all that overflow parking, and then the hardship, I think, is going to become ours for allowing a variance to a rule that exists to protect City residents and to protect the overall integrity of the City. That is why I am having a hard time getting to a hardship for your business not being able to provide parking for that many more people.

Keith Diaz: Crabby's has numerous restaurants in similar beachside communities that also have a lot of walk-ups and/or biking traffic. This is a big driver for Crabby's, as these different modes of transportation play a significant factor in their businesses.

Conner Dowling: On that, it seems like the lack of parking that already exists is accommo-

dating for that and working well, but I think it's a little bit hard, for us as a Board, to assume that the extra seats are all going to be walkers and bike-riders, necessarily. The way the parking code works is based on gross square-foot floor area, so I don't know if there may be a way to remove some of the seating inside Crabby's that may not be as popular and relocate this indoor seating to outside seating, perhaps on a one-to-one swap out, if that is feasible to talk about. I think a situation like that would personally make sense to me, because that's effectively a net zero gain or loss for the restaurant patrons.

Keith Diaz: So, would the City then be looking to restrict the number of occupants inside the building?

Conner Dowling: I am suggesting you restrict the number of seats to what you currently have, so that you have less indoor seating to accommodate what you are asking to add outside with the two new outdoor seating areas.

Brian Law: Only the Building Official can reduce occupancy and I have no interest in going against signed and sealed plans from an architect. We have no ability to tell the restaurant they have to remove 20 seats from inside to put 20 seats outside, this is totally unenforceable by any mechanism the City has. We'd essentially have to police the seating inside and this would potentially open up the restaurant to bogus complaints. In a perfect world, yes, I understand what you're saying, but unfortunately, we could never get there.

Conner Dowling: You would have to have an architectural solution, then, such as building an enclosed storage room or something like that, right?

Brian Law: I am not in the restaurant business, but I honestly do not see that as a viable option, even though I know where you are going, and I think it is a great idea. If you look at the variance order, which was really well-written, for Salt Life in 2012, Ms. Thompson highlighted condition number three of the order approving the variance, which states, "The requested reduction in the number and size of parking spaces granted herein is in conformance with the number and size of parking spaces provided by other restaurants in the City." Talking about hardships, that is a pretty good one, and this was something drawn to the Board's attention at the time Salt Life applied for the variance. The fact is, Crabby's is an existing restaurant on an existing lot, the building was rebuilt but did not get any bigger, as the square footage of the building footprint is still the same. Do we want to encourage outdoor dining? We all just suffered through multiple years of a pandemic, where outdoor dining was the only way for restaurants to generate revenue and keep residents employed and fed. This is a good time for the Board to think in conjunction with what we want the City to be in the future. Do we want strict parking codes that essentially prohibit all future development? All of you have lived here a long time, you know the lots are just flat out too small, and the commercial developments are too small. If a restaurant isn't of sufficient size, it can't generate revenue. Much like a hotel, if it doesn't have enough rooms, it can't generate profits. I think we will see more and more requests like this, so I would ask that you take a leisurely stroll down A1A Beach Boulevard and think of all the restaurants we have and all those parking lots. That is really all I can offer the Board at this time unless anyone has any technical questions.

Kevin Kincaid: Speaking for myself, I understand and completely appreciate what they are asking for and what they do as a business, I think it is awesome. My issue here is, if the City is going to have parking requirements that only create variances that try to get around them, maybe we shouldn't have these parking requirements, because I don't think our position here should be to determine whether or not the parking regulations are valid or reasonable each time somebody decides they want to have a business. I think the walk-up concept is great as well, my issue is the variance process, because we are looking at a variance right now, and we have been asked by the City Commission to provide some backup and reasoning if we decide to grant it. Again, I want to encourage the business and help it not only survive but thrive, to the extent that we can as a community, as I think it is a benefit to the whole community to have Crabby's here. But I'm worried about the next restaurant that wants to open up and says well, Crabby's had a variance because they didn't meet the parking requirements originally, and then they came back to make the variance even bigger because they wanted to serve more people with the same amount of parking. I think we are going to have a hard time as a Board defending that position because of the precedent it sets for the next variance applicant, as this is not a hardship created by the City or the property itself or by something that is outside of the property owner's control. That's what I am looking for with the hardship, because we require everybody who asks for a variance to provide a hardship the Board can evaluate.

Bruce McElhone: Just from an operational standpoint, we have a 45-minute to one-hour wait time sometimes, and it is because customers want to sit outside. It does not matter if there is seating inside or not, they are there for outdoor seating. So, they are waiting, and they are already parked. If we have the additional seats on the patio, we could actually feed them and get them out quicker. They are already there sitting on the couches out there and enjoying the live music outside on the paver patio, but we just can't provide any service to them, as we are not allowed to serve food and beverages to them because this would be additional outside dining. But those people are already there and already parked, so I don't think the conditional use for the additional outside seating is going to affect parking to any great extent. I think if you take into consideration the walk-up and bicycle customers along with the people that are already there, I don't know that much would change with this additional seating. If anything, I think it would let us open up some of the parking spaces quicker by getting people seated out on the patio, because they are already there, waiting on the patio, whether it is open for outdoor seating or not. They don't want to sit inside, they are coming to enjoy that outside area.

Kevin Kincaid: Do you have any idea where the overflow parking is going now?

Bruce McElhone: I think they are parking across the street, in the pier parking lot, but I think we also get a lot of walk-up customers coming from the beach. We did that study that logged in walk-up customers and found our business directly correlates with the weather conditions outside. When the weather is nice, we're busy at lunch and dinner times and when the weather is not nice, we are not busy. Aside from the pier parking lot across the street, and the public parking on 16th Street, which I've heard referenced quite a bit for parking, I don't know where else people are parking if they do not park in our lot.

Kevin Kincaid: The pier parking lot is a County-owned parking lot, so we do not care, that is the County's to regulate. They have been talking about putting in meters and whatever for years, and if they do that, this may affect your overflow parking. Have we had any complaints from nearby residents about parking in regard to Crabby's, that we know of?

Jennifer Thompson: No, not in regard to Crabby's, or any other business in that specific area.

Kevin Kincaid: This area is pretty much surrounded by fences and other businesses, so it is not like they can overflow parking to a neighborhood or to somebody else's business.

Keith Diaz: There are condominiums to the west of Crabby's, but that is about it.

Kevin Kincaid: There is a fence around these condominiums, so you can't get in there to park anywhere.

Jennifer Thompson: Also nearby is the public parking on the east side of Pope Road.

Larry Einheuser: The upstairs deck on the northeast corner was open before, when Panama Hattie's was there, correct?

Brian Law: No. That was the original roof over the drive-thru of the package store Panama Hattie's had a long time ago. To be used for outdoor seating, it will have to be evaluated by a state-licensed engineer and architect for new life safety plans, and occupant live load and dead load. Right now, this area is fenced off.

Hulsey Bray: Okay, so you want to add about 48 more seats, and I understand everybody wants to sit outside, but I also understand St. Augustine Beach. If you build it, they are going to come. How many more employees will you need for an additional 48 seats?

Bruce McElhone: We are actually probably over-employed, currently. We've got everybody on three days a week, as we have a significant staff on right now waiting to work their way up to five or six days a week and now that we are open for breakfast, everybody is jumping at the chance to work those extra hours.

Hulsey Bray: The study that logged in the number of customers who parked offsite showed this to be about 34%. It was mentioned that 16th Street and our neighborhoods are often used as parking for local businesses, and even though this parking is in the right-of-way and it is technically legal and is public parking, it is still in our neighborhoods, and a lot of folks live behind businesses, just like those ladies who were speaking earlier about Kookaburra customers parking all up and down their street. Crabby's is already 100 parking spaces under what it should have, and it is now asking for an additional 48 seats. This is a lot more people per hour during busy times, and a lot more traffic.

Keith Diaz: As Bruce already mentioned, these people may already be at Crabby's, waiting for a table outside to dine at during good weather. When the weather is bad, everybody

can park onsite for the most part, because it is not as busy. Also, 48 additional seats may not be 48 net new seats, as Crabby's may like to move some of their inside seating outside:

Conner Dowling: How many seats does Crabby's have right now?

Bruce McElhone: We have 240 seats.

Kevin Kincaid: Can we take one more stab at what the demonstrated hardship is?

Keith Diaz: I think the hardship is the customer service and Crabby's being able to pull people in that are waiting for 45 minutes to an hour for outdoor seating. If we can expand the outdoor seating and service patrons quicker, it's better customer service on our end, and this brings more people to the beach.

Kevin Kincaid: Okay, thank-you. Do we have any public comment on this?

Jeff Jabot, 712 Promenade Pointe Drive, St. Augustine, Florida, 32095: I own Salt Life Food Shack, at 321 A1A Beach Boulevard. My main reason for coming here tonight is that I know Salt Life is talked about a lot, and I just want to clarify that yes, it's true, I did get a variance for reduced parking for Salt Life, but I want you to understand that when I got that variance, I had a deal with the neighbor to the west of Salt Life to lease space for parking. Salt Life opened up on day one with 125 parking spaces, and that does not include the valet parking that has since been added. I don't think anybody really understands the parking problem we have down here, especially in the summer. I want Crabby's to know I really appreciate them coming here, and I'm sorry, because I feel bad, as I am a restaurant owner too and I know what it is like. I just want to explain the expense I've had over the past nine years doing what I said I would do, which was to keep Salt Life's customers and employees out of the pier parking lot. I've spent over \$866,000 in expenses in the past nine years, first structuring a deal with Don Craven, the owner of St. Augustine Beachfront Resort, on the property Embassy Suites now occupies, in addition to the parking lot to the west of Salt Life, which was Andy Gessell's warehouse/storage facility, to provide additional parking for employees and customers. I had the same deal with Key International after it bought the St. Augustine Beachfront Resort property, until construction of Embassy Suites began. When Key International expanded Embassy Suites, they came to me and I provided additional parking for them so they could keep their workers from using the pier parking lot. This lot is very important, and I did what I said I was going to do. If this variance is granted, I am afraid it will set a precedent and then everybody can do it. I could add another floor to Salt Life and go up to three stories or expand out. You have to think about all the other restaurants, like Mango Mango's, where Rick Worley bought additional property for parking on the side, and Sunset Grille, where Pete Darios and Mike Rosa leased the lot which they eventually bought across the street from Sunset Grille to provide more parking. It cost them a lot of money to buy this lot, and I overpaid for the lot to the west of me. I did that because I didn't want to lose the parking I promised the City I would make sure I had. We've had a problem down here with parking for a long time. It is true that a lot of Crabby's customers and employees park in the pier parking lot, as they have nowhere else to park. Crabby's should try to find

a solution as I and other restaurant owners have done, because if the Board grants this variance, this will open it up for a lot of other stuff to happen that I don't think will be good. I've spent \$866,000 to find a solution to the parking problem, as this is what I said I would do from day one, and I could actually currently provide 188 parking spaces, based on the property I own, and this doesn't include the valet parking, which could add another 40-50 parking spaces on top of that. Salt Life did its job in the community, and I just want to bring that to everyone's attention, because everyone keeps bringing up Salt Life.

Conner Dowling: Can you clarify the variance granted to Salt Life to allow the parking to be reduced to 69 spaces, versus the 125 spaces you said Salt Life has had from day one?

Jeff Jabot: I was granted a variance because I had 69 parking spaces at Salt Life when I started out developing the property. The reason I got the variance to reduce the required number of parking spaces was because the Planning and Zoning Board at that time found that the requested reduction in the number and size of parking spaces was in conformance with the number and size of parking spaces provided by other restaurants and commercial establishments in this area of the City. This was talking about Panama Hattie's, because Panama's at that time had 43 parking spaces and was a 10,000-square-foot building. So, the variance allowed a reduction in the required number of parking spaces because Panama's and other restaurants in the City also did not have the required number of parking spaces, and the Planning and Zoning Board felt it was not fair to hold Salt Life to a totally different standard. I promised to get additional parking for Salt Life, but I was granted the variance because the Board used Panama Hattie's, Sunset Grille and Mango Mango's as examples of other restaurants that also did not have enough parking. It was like the Board was saying that Salt Life should be on the same playing field as other restaurants. The difference, however, is that I spent a lot of money leasing and then buying that property to the west of Salt Life to provide additional parking for the past nine years. I have valet parking, I have golf carts, and from day one, I've never stopped improving the parking capacity for Salt Life. If I told you what these golf carts and the valet parking costs per year, it would amaze you. Why do I do it? Because I know how important that public parking lot at the pier is for the community and the residents to be able to park there and enjoy the beach, and yes, they occasionally walk over and come to enjoy our restaurant and they do come back. So, I got a variance for a reduction to 69 parking spaces. I think Salt Life needed 118 spaces, but from the day Salt Life opened, I had 125 parking spaces. I procured the additional parking spaces on my own, and this did not include what I could valet park on the lot next door. I was working on this lease before I even got the variance because I know how important parking is in the City.

Rhys Slaughter: I think it is hard to correlate exactly how many parking spaces are going to be needed for the efficiency of a restaurant, and I see both sides here. If Salt Life just magically went from 188 parking spaces down to 46, I think it would be hurt financially, business-wise, as the customer flow would not be there and potential customers are going to make a decision to go elsewhere. In addition to how great an operation Salt Life runs, I think a lot of people go there because it is easy to park there and you're in, you're served, and you're out, it's fast. If you don't have enough parking for customers, some people like me who are very impatient aren't going to stay. I don't know if the number

Of parking spaces versus the number of tables a restaurant has necessarily correlates to how efficiently the place is run. Having more seating might alleviate the overflow of customers waiting for that precious outdoor seating. I get that, and I also get the argument from the owner of Salt Life about how much he's invested in parking. We appreciate that, and how much that has added to the City of St. Augustine Beach.

Conner Dowling: It is interesting to hear Salt Life's representation and the argument for setting a precedent. This does not worry me as much, because I feel that door is open already. Crabby's is operating with 46 parking spaces and is already at a huge deficit regardless of whether the additional square footage of outdoor seating is approved or not. That could be brought up to the City Commission by any number of business owners on the Boulevard right now, without anything the Board is looking at tonight really having a big impact one way or the other. Again, they are not talking about taking away any parking, which I appreciate, they are just adding outdoor seating. So, I'm still kind of torn, because I think it is an issue regardless of whether what they are asking for is approved or not. I think the email sent to me essentially has nothing to do with Crabby's, but was from someone who was curious as to how Panama Hattie's was allowed to rebuild and reopen in 2018 with the limited number of parking spaces it had to begin with. But that is where we are right now. Panama Hattie's was allowed to reopen in 2018 with the number of parking spaces Crabby's now has, and that is why they are here, I guess.

Kevin Kincaid: I was on the Board in 2018, and there was a lot of discussion and concern over parking, and the lack of parking, at the time. The Board obviously got by it and granted the variance to allow the owners of Panama's to continue the business. This is a difficult situation, as it's a large building which seats and takes care of a lot of people, and it is on a small lot. The configuration of the lot, because there is so much building on it, doesn't leave room for additional parking. So, I do think there is a hardship created with the small lot configuration, and Crabby's does not have the opportunity to lease a next-door lot for parking, as far as I know. I don't know that the opportunity exists to do what the owner of Salt Life was able to do to lease different things to create more parking. My bigger concern is the precedent. I do agree that the precedent has already been set, we've allowed a business to exist and overflow the parking. We know the parking overflows from Crabby's parking lot probably every night. It is a popular place, and I don't think they can reasonably park everybody onsite, that is just my opinion. But to extend the precedent, to recognize that we have already created a variance and we have already allowed this business with significantly less parking than it is supposed to have, and now to just say, well, we've already done that, why not just open the doors and let them have another 700 square feet, don't worry about the parking, that I do have a problem with. This sets another precedent and I think we need to reasonably look at their ability to run a business if they have to close up because they didn't get this variance and they can't serve enough people to make it financially feasible to run an operation here. I don't think this Board or the City Commission or anybody else has any desire to run businesses out of St. Augustine Beach. I'm torn about this, just personally, because I do want to support the local businesses. I don't know what Panama Hattie's story was, but I'm glad Crabby's came in and took over the business, they've obviously become pretty successful fairly quickly. I don't want to get in their way, they know how to run their business, but on the

other hand, I don't want to say the parking regulations are arbitrary and we don't need to support them just because they exist. I also want to recognize what other businesses have done for the City in honoring their obligations and keeping their word to provide parking, because they know what a problem parking is. Visitors benefit and the City benefits from having lots of visitors, but residents are the ones concerned about parking and the overflow running into the neighborhoods when businesses don't provide enough parking. I don't think there is a lot of impact on residences around Crabby's, because there are not a lot of residences around there, but again, my concern is just the precedent that is set by ignoring the parking regulations once and then doing so again. Was there a variance allowing the current 46 parking spaces before Panama Hattie's was rebuilt?

Brian Law: There actually wasn't a variance granted for parking reduction in 2018. This was handled through the concept review and final development order for the Panama Hattie's rebuild, because the building repair was in excess of 50%, meaning it tripped the threshold for substantial improvement in the zoning code. The FEMA code, which was addressed in the email copied to the Board, is not something any sitting board in this City has authority over, as authority over this resides in the Building Official. So, getting the zoning code and FEMA code mixed up in the email was very misleading. The bottom line is, the reduction of the required number of parking spaces was done with the final development order for the rebuild of Panama Hattie's, and not with a variance.

Kevin Kincaid: So that building has never had a variance for a lower parking threshold?

Brian Law: Not that I am aware of, but it may have, maybe back in the beginning of time.

Kevin Kincaid: The final development order, then, grandfathered the existing parking to the existing building, and this is the first variance application that has been submitted for a reduction to parking requirements. We are not being asked to expand a previously approved variance granting a reduction in the required number of parking spaces.

Brian Law: And you were right when said you remembered there was a room full of people here to discuss parking, building height, changes to the building with the rebuild, and landscaping plans, all of which were discussed at both the Planning and Zoning Board and City Commission hearings for the concept review and final development applications. For the last 10 years or so, final development orders for commercial development over 3000 square feet have ultimately been approved or denied by the City Commission.

Hulsey Bray: On summer days and holidays, I still have to go to work, and drive down A1A Beach Boulevard. There are tons of people, traffic, dogs, and electric bikes, and Crabby's has 100 parking spaces less than what it is supposed to have, today. Granting this variance to allow a further reduction in the parking requirements will not benefit the residents of our community. It will benefit Crabby's and the folks who have travelled from the northeast or Georgia or wherever, who will be able to be seated outside quicker and more easily. It is not going to benefit County residents who can only park at the pier parking lot or in someone's neighborhood to go the beach. It will not benefit any City or County residents, and with that being said, I make a motion to deny the variance request.

Kevin Kincaid: I am assuming that we cannot grant approval to one of these applications without granting approval to the other.

Brian Law: I would ask that the Board first vote on the variance application, and even if it not approved, you will still need to consider and vote on the conditional use application.

Kevin Kincaid: I guess my question is, if the variance is denied, does the conditional use permit application become moot, or could it still be granted?

Brian Law: The Board would still need to vote on it, as it is still a legal application appearing before this Board. The conditional use application could still be granted, as the Board has a wide latitude of power. Without officially telling the Board what to do, I would recommend the Board consider the variance first, and then use that decision in the consideration of the conditional use application. You may need to have additional discussion for the conditional use application before you make a motion and vote on it, but you do understand, I cannot tell you exactly what to do.

Kevin Kincaid: I'm getting that. Okay, we have a motion on the floor to deny the variance.

Rhys Slaughter: Sorry, one more question. There is already some existing seating outside, and this is just to expand the existing outside seating, correct?

Keith Diaz: Can I provide certification to that?

Kevin Kincaid: Yes, but first, we have a motion on the floor. Do we have a second to the motion?

Rhys Slaughter: I second the motion.

Kevin Kincaid: Okay. We have a motion and a second, and now we can have discussion on the motion. I would like to ask that we table the motion for a moment, so we can hear from the applicant again. Okay sir, you may now come back up and speak.

Keith Diaz: Regarding the question about the outdoor seating, there is currently outdoor seating up on the second-floor deck, but no outdoor seating on the first floor. So, that is part of the conditional use application, not the variance application. Going back to what was mentioned earlier about those being separate, the variance is for the second-floor expanded deck area, and the conditional use is just for the first-floor outdoor seating area.

Rhys Slaughter: Thank-you. Apologies for my ignorance again, but if the expansion of the outdoor seating is completely separate, then we could vote to allow Crabby's to use the downstairs area for outside seating as well as the existing outside seating on the second-floor deck, without allowing them to expand the outside seating on the second-floor deck.

Brian Law: If I may, I think we're getting a little off track here. To understand this, you have to understand the definition of gross floor area, and I promise you, it is not what you

think it is. The definition specifically applies to restaurants, and states gross floor area is “The sum of the gross horizontal areas of the several floors, decks, patios and areas used for serving of or consumption of food and beverages of a building measured from the exterior face of exterior walls and outer perimeters of decks, patios and areas used for serving of or consumption of food and beverages or from the centerline of a wall separating two buildings, but not including interior parking spaces, loading space for motor vehicles, or any space where the floor-to-ceiling height is less than six feet.” In this City, gross floor area is defined as an area where the serving and consumption of food and beverages takes place. So even an increase of outdoor seating for the serving and consumption of food would technically increase the gross floor area of the structure. Currently, Crabby’s has musicians out there, I’ve witnessed this many times on my runs or walks at night, and there are some benches out there, which they can have. But Crabby’s cannot provide food and beverage service out there because that would technically be an increase in gross floor area. The parking requirements for restaurants require one space for every 55 square feet of gross floor area, so as you can see, to increase the outside seating area by 300 square feet for the serving and consumption of food and beverages, even though people are sitting out there already listening to music, technically would require an increase in parking. Hence, the variance needs to be evaluated before the Board can evaluate the conditional use permit application.

Kevin Kincaid: Right. So, if I go back to the question I asked earlier, if the variance is denied, we couldn’t grant the conditional use permit to allow Crabby’s to expand their outdoor seating or serving area, as this would also expand their gross square footage area, and the Board could not grant this without allowing a reduction in the required number of parking spaces. We could grant the variance without granting the conditional use permit, but we could not grant the conditional use permit without granting the variance.

Brian Law: Your logic is sound.

Kevin Kincaid: Thank-you. Any other questions or comments?

Charlie Douglas: I wanted to ask Brian if, historically, motions have been presented as a negative, or denial, as applicants appearing before the Board are requesting approval. In your experience, have there been circumstances in the history of this Board where the motion comes in the form of a negative, which is to not approve?

Brian Law: There have been motions to deny, and there have also been motions to table applications pending additional information, as well as motions to approve. In any case, a decision to table, approve, or deny an application has to be made at some level.

Kevin Kincaid: Okay. We have a motion to deny and a second on the motion. Is there any further discussion on the motion? Hearing none, let’s call for a vote on the motion.

Motion: to deny Land Use Variance File No. VAR 2023-06, for a reduction of the minimum parking requirements for proposed expansion of outdoor seating areas for food and/or beverage service and consumption outside of an enclosed building on the premises of a

restaurant, Crabby's Beachside of St. Augustine, in a commercial land use district at 361 A1A Beach Boulevard, St. Augustine Beach, Florida, 32080. **Moved** by Hulsey Bray, **seconded** by Rhys Slaughter, **passed 5-0** by the Board by unanimous roll-call vote.

C. Conditional Use File No. CU 2023-05, for a conditional use permit for expansion of food and/or beverage service and consumption outside of an enclosed building, consisting of an additional 360-square-foot first floor outside serving area, on the premises of a restaurant, Crabby's Beachside of St. Augustine, in a commercial land use district at 361 A1A Beach Boulevard, St. Augustine Beach, Florida, 32080, Greg Powers and Keith Diaz, Agents for 361 Beach Holdings LLC, Applicant

Kevin Kincaid: Okay, so now we will consider the conditional use permit. We can discuss this, but I do not think the conditional use permit can be approved without the variance, which was just denied. I will make a motion to deny the conditional use permit request.

Rhys Slaughter: I will second that motion.

Kevin Kincaid: Any discussion on the motion, any public comment, or would the applicants like to add any further remarks? Hearing none, let's call for a vote please.

Motion: to deny Conditional Use File No. CU 2023-05, for a conditional use permit for food and/or beverage service and consumption outside of an enclosed building on the premises of a restaurant, Crabby's Beachside of St. Augustine, in a commercial land use district at 361 A1A Beach Boulevard, St. Augustine Beach, Florida, 32080. **Moved** by Kevin Kincaid, **seconded** by Rhys Slaughter, **passed 5-0** by the Board by unanimous voice-vote.

Kevin Kincaid: I would like to make a comment if I could, even though the motions are gone. I want to say that for just me personally, not speaking for the Board, I sympathize completely with the business, and I believe I understand the benefit that Crabby's brings to St. Augustine Beach. I hope there is a way the applicants can appreciate the consideration that has to come from the Board about setting precedent and guidelines, and respecting the current statutes and parking regulations the City has, and I would encourage Crabby's to seek out additional opportunities for parking as the owner of Salt Life has done to alleviate the concerns of the community. If Crabby's can find additional ways to alleviate the already non-conforming parking, I would encourage the applicants to do this and I would like to see this come back to the Board with additional parking alternatives and opportunities to help increase the number of available parking spaces.

D. Review of draft Ordinance No. 23-___, for proposed code changes to the City of St. Augustine Beach Land Development Regulations, Section 8.00.10, pertaining to nonconforming signs

Jennifer Thompson: This next item is for proposed changes to the code for non-conforming signs. In February of this year, 25 local businesses received letters from the City's Code Enforcement Department informing them that their current signs were legal, non-conforming signs that would need to come into compliance as of August 1, 2023.

After receiving this letter, several business owners approached the City Commission to ask that the code be changed to allow their existing non-conforming signs to be grandfathered. So, the draft ordinance before the Board has the proposed code changes which were tweaked by myself, the City Attorney, and the City Commission, and essentially, these code changes remove the current language in the code that says these legal non-conforming signs must be removed as of August 1 of this year, and add that such legal non-conforming signs may be kept until the business wants to do a substantial improvement to the sign or if the sign gets damaged, at which time, the sign would have to come into conformance with the City's sign regulations. The maximum sign height per these regulations is 12 feet, and all of the 25 signs for which the letters were sent from the City's Code Enforcement Department were over that maximum height limit of 12 feet.

Kevin Kincaid: So, the proposed code changes would not allow any new signs to be non-compliant with the current sign regulations but would allow any existing non-compliant signs to be grandfathered.

Jennifer Thompson: Yes. Those 25 businesses that were contacted earlier this year would be allowed to keep their existing non-conforming signs as they are until they become substantially damaged or until a business owner wanted to make major changes to a non-conforming sign, at which time, the sign would have to come into compliance.

Kevin Kincaid: Were all these signs permitted before the current sign regulations went into effect?

Jennifer Thompson: Yes, I believe so, as these 25 signs are all fairly old. However, I haven't gone through the entire list of 25 to see if there were any variances granted to allow them to exceed the 12-foot height maximum for signs.

Brian Law: The sign code was changed as a result of the City's first Vision Plan, and basically, the effective date in the current code which limits sign height to a maximum of 12 feet was one of the big changes of the Vision Plan. These signs were probably legal at the time of construction, but when the City changes the code, we don't expect immediate compliance, as the changes are more for the future of the City. For example, what does the City want for future parking, signs, and architectural profiling down the road? All of this starts with a vision plan, which then rolls into ordinance formats that are reviewed and tweaked as the changes are brought into the code piece by piece.

Kevin Kincaid: So, is this just trying to be fair to the businesses that have existing non-conforming signs?

Jennifer Thompson: Yes. Signs are quite expensive, and can cost tens of thousands of dollars, if not more.

Brian Law: We're seeing signs coming in at a cost of about \$25,000--\$30,000 for new 12-foot metal signs rated to withstand hurricanes. As this is the first reading of the ordinance, procedurally, the preamble has to be read aloud by the City Attorney.

Charlie Douglas: "Ordinance No. 2023-___, an ordinance of the City of St. Augustine Beach, Florida, making findings of fact; amending the City's Land Development Regulations, Section 8.00.10, non-conforming signs; repealing all ordinances or parts of ordinances in conflict; providing for codification; and providing an immediate effective date."

Kevin Kincaid: Any questions, additions, changes, deletions, or recommendations? Any public comment? Hearing none, do we have a motion to recommend this to the City Commission?

Brian Law: If you recall, the City changed the procedure for ordinances, as this Board was seeing proposed ordinances first but just making a recommendation to the Commission as to whether or not they should be adopted. This procedure increased the number of meetings for the reading of ordinances from the minimum of three meetings to four meetings. As the Planning and Zoning Board is very capable of making decisions to approve or amend a proposed ordinance on first reading, the procedure was changed about a year ago to allow the Board to do this, and this is why the Board now needs to make a motion and vote to approve, amend or deny the draft ordinance on first reading.

Motion: to approve draft Ordinance No. 23-___ as written on first reading and forward it to the City Commission for second reading. **Moved** by Kevin Kincaid, **seconded** by Hulsey Bray, **passed 5-0** by the Board by unanimous voice-vote.

VI. OLD BUSINESS

Jennifer Thompson: Next to your packets, you were all given a copy of an email sent from Amber Halcrow of 1565 Woodworks (**EXHIBIT C**), thanking the Board for the variance she applied for on behalf of a customer, which the Board approved at last month's meeting.

VII. BOARD COMMENT

There was no further Board comment or discussion.

IX. ADJOURNMENT

The meeting was adjourned at 7:19 p.m.

Kevin Kincaid, Chairperson

Bonnie Miller, Recording Secretary

(THIS MEETING HAS BEEN RECORDED IN ITS ENTIRETY. THE RECORDING WILL BE KEPT ON FILE FOR THE REQUIRED RETENTION PERIOD. COMPLETE AUDIO/VIDEO CAN BE OBTAINED BY CONTACTING THE CITY MANAGER'S OFFICE AT 904-471-2122)



MINUTES

SUSTAINABILITY & ENVIRONMENTAL PLANNING ADVISORY COMMITTEE MEETING

TUESDAY, MAY 9, 2023, AT 6:00 P.M.

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

I. CALL TO ORDER

Chair Krempasky called the meeting to order at 6:00 p.m.

II. PLEDGE OF ALLEGIANCE

The Committee recited the Pledge of Allegiance.

III. ROLL CALL

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

Member Edward Edmonds was absent.

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

IV. APPROVAL OF MINUTES OF APRIL 11, 2023, REGULAR MEETING

Motion: to approve the minutes of April 11, 2023, with correction of typographical errors. **Moved by:** Member O'Brien. **Seconded by:** Member Candler. Motion passed unanimously.

V. PUBLIC COMMENTS

Chair Krempasky advised that there are members of the public in the audience, and she asked if they were in attendance for a specific reason. Several people spoke from the audience and said that they are concerned about the environment and that someone just cut down the entire tree canopy in their neighborhood and they did not know where to start. City Clerk Fitzgerald advised that if it is related to private property then it would not involve this Board, which only deals with public property owned by the City, and advised that this sounds like something for Code Enforcement or the Building Department.

Chair Krempasky asked for one of the audience members to come to the microphone and state their name and address for the record.

Ralf Ingwersen, 49 Ocean Woods Drive, has concerns about 9 Ocean Woods Drive; the Oak tree canopy on his and his neighbor's property has been gutted; he hired an arborist, Chuck Lippi, who filed a report stating that it was way more than thirty percent; Mr. Lippi was the one who put together the guidelines for the City; three of his neighbor's trees were also affected; any one that sees it would say that it is awful and was done by an unskilled butcher and would be appalled to have it happen in their neighborhood.

Chair Krempasky asked if it should be taken to Code Enforcement. City Clerk Fitzgerald said yes, they would need to investigate it. Member Candler asked what was done on their property. Mr. Ingwersen said that they removed a Magnolia tree and ravaged his own Oak tree and that he did not believe that they had a permit.

Chair Krempasky advised that the Code states that permission is required to remove a tree of a certain size even on private property. Mr. Ingwersen said that he could certainly present Mr. Lippi's report to whomever needs to see it.

Member O'Brien asked if there was any educational information that goes out to new residents letting them know what they can and cannot do. He advised that he moved here from Pennsylvania where you could do whatever you wanted on your property, and you cannot do that here, so it may be beneficial for new residents to become informed somehow. Mr. Ingwersen said that whoever you hire should be liable and that the company that did this has been in business for a long time. Chair Krempasky asked if he knew the name of the company that cut the trees. Mr. Ingwersen said that he believed it was Jack Wright. Chair Krempasky advised to make sure that information is in his report to Code Enforcement and that SEPAC is an advisory board and cannot take action.

Member O'Brien said that this is a perfect example of what we talked about at the last meeting and if we are not putting policies together or recommending policies to the other committee, then this would never get done. Chair Krempasky said that there is a tree ordinance that addresses some of these issues such as the size of a tree that can be removed. Member O'Brien asked how anyone would know about that information. Member Candler said that a professional tree company should investigate it before they come in and just start chopping trees down. Mr. Ingwersen said that they should have checked and that it is the complete removal of the tree canopy above his property and that Mr. Lippi's report may also have a case of breaching a property line.

Member Thomson said that SEPAC has advised the Planning and Zoning Board/Building Department regarding preserving the urban tree canopy, which is one of our goals. He said that part of that would be that only the trees within the footprint of the building would be removed in the oak hammock area and not all the way to the property line, which he believed would be a violation of the Code. He said that it should be specific when clearing a lot with a site plan showing which trees would be removed and if you are in an oak hammock area like Ocean Woods, then it should not be allowed. He asked if the neighbors were notified that building would be going on. Mr. Ingwersen said that is another thing where someone buys a property and does not even consult their neighbors. Member Thomson said that there must be a building plan because the Building Official assured us that they do not allow clear cutting of properties to happen without an approved building plan. Mr. Ingwersen said that it was not built when he bought it and he decided to clear cut it afterwards.

Member O'Brien asked if there had been any formal communication. City Clerk Fitzgerald advised that our Codes are available on the City's website, or they could call the City to ask questions about their specific situation. She said that the City does not do any new resident mailings and is not notified when new residents move in.

Member O'Brien said that he would like to take the lead on this because he is in real estate. He said when there is a closing, that they should be able to provide information or put a simple

guideline in the Newsletter for taking care of their property and to say that we do not have the capacity to do it is unacceptable. He said that a communication plan is something that we could work on and recommend to the Planning and Zoning Board. City Clerk Fitzgerald advised that unless someone actually tells us that they just moved here, we do not have a way of knowing, and the City is not involved in private property sales.

Vice Chair Bandy asked if Mr. Ingwersen's HOA required new buyers to read the HOA (Homeowners' Association) Conveyance. Mr. Ingwersen said that it does not have an HOA. He said that if someone wants to remove a tree and does not have a permit to do it, that the company/person that they hire should be well aware of how it works. Member Candler asked who called the City. Mr. Ingwersen said that he believed that a neighbor called but that he was not present, so he did not know for sure. Member Candler said that when her neighbor took down a tree that someone called the City, and an inspector was out there the next day and addressed it with the Homeowners' Association.

City Clerk Fitzgerald advised that the correct method to solve this would be to go through Code Enforcement and that they would be able to see if there was a permit issued and if not, they could then issue citations and possibly have a case go before the Code Enforcement Board who would rule on it. Mr. Ingwersen asked if he could take care of it Thursday morning. City Clerk Fitzgerald advised that he could come in and speak with Code Enforcement, call them, or we have a method to submit Code Enforcement complaints on our website.

Vice Chair Bandy advised that she also learned that some of the people that are hired to cut down trees may not follow all of the rules and may do whatever they are hired to do. Mr. Ingwersen said that that sounds like a great reason to terminate their business. Vice Chair Bandy said that they should be licensed, and it would be great if they were also arborists but that there really is no enforcement to ensure that they are licensed to work in the County and our City.

Chair Krempasky said that there was an example in Sea Colony a few years ago where someone took down about five major trees without permission and they were heavily fined, and her thought was that they should never be able to work in this City again. Mr. Ingwersen said that the fines should be more than just an inconvenience of the price of doing business.

Member O'Brien said that we need to be more progressive about it and educate people. Mr. Ingwersen said that if he had an old, rusted car in his front yard that people would complain about their property values going down and that this is much worse because he could move the rusted car. Member O'Brien said that if people were educated that they would be more conscientious and not hack the trees.

Mr. Ingwersen said that he appreciated being asked about this first so that they did not have to sit through the whole meeting. Member Candler said that the tree canopy is one of SEPAC's focuses and we appreciate that we have residents that care.

Odio Arnold, 4 Ocean Woods Drive, W., there used to be a process in Georgia that people would be notified or given the Code before they moved in; maybe the City could notify people that buy homes, and it would save a lot of time and energy.

Rita Sutherland, 50 Ocean Woods Drive, asked if it would be possible to educate people and to make the realtors aware and to alert potential buyers of the ordinance regarding protecting the trees; we moved here because it is a quaint town and everyone is proud of it because other areas

like Jacksonville Beach, Virginia Beach lose all of that; the quality is the amount of green that we have here and the builders are trashing everything else; education could be done in a newspaper article but that it would be beneficial for the realtors to know it.

Chair Krempasky thanked everyone for their comments, and she moved on to Item VI.1.a and asked Foreman Large for his update report.

VI. PRESENTATION OF REPORTS:

1. Reforestation and Landscaping Projects

a. Mickler Boulevard

Foreman Large advised that the flowers are starting to come up, but without a lot of rain it is difficult. He said that he is surprised to see how well the bee pollinators are working and that there are small carpenter bees and orchard mason bees using them quite often. He said that they extended the roofs on the boxes and hopefully it will help. He discussed the water truck and advised that the person that does the maintenance on the Public Works vehicles also does several other jobs and that he took the water tank off to put on another truck and later found out that everything on the trucks were reversed. He advised that he has not had time to work on it again because they have been working so much in Ocean Hammock Park and he does not know when it will be back in operation.

Vice Chair Bandy advised that the wildflower garden is not looking very good and that there are a lot of things outside of it that are bigger than what is inside. She said that she and Foreman Large could get more plants from Southern Horticulture to supplement it and that she also has some seeds that did not need to be planted until the spring. She said that she was at the University of Florida in Gainesville, and they have a wildflower garden, which looks exactly like ours. She said that they are the heads of master gardener programs, and they know everything about agriculture/horticulture, which made her feel a little better about our wildflower garden and hopefully it will be shaping up later this year. She advised that she gave Foreman Large the signs and hopefully they could be identified soon. Member Thomson asked which museum the Vice Chair visited in Gainesville and if she took photos. Vice Chair Bandy advised that she went to the butterfly rain forest and the art museum, and that the wildflower garden was in back of it.

Chair Krempasky moved on to Item VI.1.b.

b. Parkette Planning/Green Infrastructure

Chair Krempasky advised that she met with two residents on A Street, and they said that the area we were thinking of putting a rain garden did not have standing water, so it is silly to put a rain garden there. She said that those residents advised her that on A Street looking south coming into the driveway where the storm drain is located, which is significantly higher than the drain itself, and water pools there and it could be raised a little bit so that the water could actually drain. She said that this is not our project, but it would help their problem. Foreman Large advised that he would have the drainage technician go look at it and see what he determines from the elevation of the parkette. Member Thomson said that it is mostly dry but that water pools during heavy rains because it does not get into the storm drain. Chair Krempasky agreed and said that the

house west of the parkette is raised significantly and may have a lot of runoff from their home onto the parkette. She said that both of the residents said that water is only there for approximately two hours and that it gets a lot of sun.

Chair Krempasky asked if SEPAC would be interested in A Street. Member Thomson asked if we were calling it green infrastructure, dry retention, or a rain garden. Chair Krempasky said that it is whatever you want to call it. Member Thomson said that you do not want that runoff going into the catch basin right away and to try to slow it down and hold it for twenty-four hours if possible. Chair Krempasky said that the water does not pool there, it pools closer to the catch basin, which is under a huge oak tree and completely shady. Member Thomson said that a natural basin of some sort in that parkette that filtered the water before it got to the catch basin is what we are trying to do, and we could sculpt the landscape a little bit to achieve that, and we have already planted some cypress and other trees there.

Chair Krempasky advised that we could pursue it but that her best guess is that the residents are not going to be behind it. Member Thomson said that you talked to the residents and that they would not be happy with whatever we try to do. Chair Krempasky said that she tried to explain to the residents that this would be a model that would show the community that they could do a smaller version of it in their own yard. She advised that they would be more open to it if it were addressing a problem that they were having. She said that berms were put in when they were going to make it a community garden and that they thought that the water would flow better if the berms/railroad ties were removed. Foreman Large advised that they are there for parking so that people do not drive into the parkette.

Member Thomson said that it is not being used for parking, it is just flat, green space that we planted a few trees on and it is not functioning as green infrastructure and we are proposing to slow down the runoff. Chair Krempasky said that if we put the rain garden at the other end that it would affect what moves east and into the drain. Member Thomson said yes it should slow it down and be a natural basin so the water coming off of the parking area which slopes into the green space would puddle in the middle and gradually work its way down. He said that Lonnie suggested to do a drainage basin like a golf course and collect pooling water and have an underground pipe, which would go up to it and could be opened or closed to try to control runoff from getting into the storm sewer system.

Chair Krempasky asked how we should proceed because we need a landscape designer to look at this space, which would mean another \$195 to get a plan specifically for that spot and to let them know what we are trying to achieve by putting it where it pools the worst. Member Thomson said that we used to hire landscape planners. Vice Chair Bandy said that we have already done one design and have not been able to find a place to use it, so what if we do a second design and the neighbors are still hesitant.

Member Thomson said that it is a natural low area and the City put in concrete paving for about twenty cars right next to it. Chair Krempasky advised that we could go back to Native Plant Consulting, take them to the site, and let them know what we are trying to achieve. She said that the two people that are closest to the parkette are not in favor of the location that SEPAC is proposing. Member Thomson said that they fought the

community garden really hard. Vice Chair Bandy said that she did not think that it was a good use of SEPAC's money.

Chair Krempasky said that she would love to go back to D Street because it is the perfect place. Vice Chair Bandy asked if there was anything on the Boulevard. Member Thomson said that there is an interesting place that has two parkettes south of 11th Street on the west side where the City has a fence earmarking one and then there is hard paving going into Café Eleven. He said that it is a small area but that a rain garden could be made depending on the size. Chair Krempasky asked if water pooled there. Member Thomson said that most of the soil is built up above the road and we want to try to have a space where the road will drain and let the water absorb before it gets to the catch basin. He said that if we catch everything into the concrete pipe, that it goes straight out to the retention pond, and to the intercoastal. He said that they could be any size because it is basically taking the initial half-inch of rainfall that would go into the catch basin and store it for a short period of time. Member Candler said that the plan we have is basically 15 x 40. Member Thomson said that the plan could go on any parkette easily if we are just demonstrating rain gardens.

Member Candler asked for clarification of the 11th Street location. Member Thomson said that there are two parkettes across from Café Eleven that were developed with hardscape and that immediately opposite are two on the west side. He said that one is just a gravel pit with a fence and that the residents may not want it. Member O'Brien advised that it is near his house, the water always pools there, and it is a mess. He said that there are guys doing maintenance on the pipes there by the restrooms every day. Member Thomson said that the restrooms are on the east side of the Boulevard, which has been developed by the City and that there is an area on the west side that has not been developed. Member Candler asked for clarification of what the undeveloped area looked like. Member Thomson said standing by the sidewalk at Café Eleven, looking south, that there is a twenty- to thirty-foot-wide strip of right-a-way with palm trees that is just flat and could be improved. Member O'Brien said that maybe a rain garden would be a way to improve it. Member Thomson said that there is one residence behind it and that they have a fence and a pretty good buffer. Chair Krempasky asked how long that situation would stay because their driveway is actually on a parkette. Member Thomson said that he would not want to go into that because they were very vocal, and they have been using it for a long time. Chair Krempasky asked if the City had an agreement with them or if there was a point when that would end. Member Thomson said that there was a point, and that is where the fence is, and the City agreed to let them use the driveway. Chair Krempasky asked if he wanted to check out his location and she would check out Café Eleven. Member Thomson agreed and he asked Foreman Large for his opinion since there is a watering issue. Foreman Large said that he did not know if that resident would be on board with it because they have been difficult to work with but that he does know that it floods there. He said that if something is put there that could possibly stop the water runoff from going into their yard that they may be for it. He said that their driveway is elevated so putting a rain garden in front of it would not affect it that much.

Member O'Brien said that behind Café Eleven there is a parking lot, then the Commissioner's law office, and then there is his duplex. He said that there is a wetland area there and he asked if there was any merit to that. Member Thomson said that it is a

parkette as well. Foreman Large advised that SEPAC wanted to keep it on the Boulevard so that more people would see it and may want to put one in their yard. Member O'Brien said that the area is very visible and that he has a yard sign there because of all the foot traffic that they have. Member Thomson said that it is part of the Vision Plan now to create a plan to develop unimproved plazas with examples of native plants or rain gardens to educate the public about sustainable gardens. Chair Krempasky asked if it was really a parkette. Member Thomson said yes. He advised that the City has a big parking area and across the street it actually reads pretty big and that down farther there are a couple too. He said that we are doing what the City has asked us to do and if we feel strongly about one site vs. another, then we should make that recommendation to the City and let them know that it would need more funding. Vice Chair Bandy said there is funding, but none of the neighbors in the proposed areas have been in favor of it.

Member Thomson said that in the end it is a Commission issue, we could give them three options, and then Public Works would have to hold a public workshop meeting. He said that it is not SEPAC's job to convince everyone and that we are making recommendations to the City based on the policies that are in the Vision Plan that they adopted. He suggested for us not to frustrate ourselves too much. He said that we have these areas that could be done and that it would be the will of the Commission and the environmentally responsible people vs. the will of an occasional specific neighbor. Vice Chair Bandy said that we should have stepped back a long time ago to do that because we have been through multiple iterations of this by bringing the public in, going out and talking to the neighbors, and having a plan made. Chair Krempasky said that Member Thomson is the one that walked away from D Street and that she would still be willing to go to the Commission. Member Thomson said that is fine, but to give them several options, and let them decide. Member O'Brien suggested to give them our three options and advised them that we have had a couple people push back on option one, and maybe the second option is not so great, but it has not been contested, etc. Member Thomson said right now we have very little funding and very little support from Public Works or the Commission. Chair Krempasky advised that SEPAC has \$8,000 that needs to be spent before September 30th that was originally for two rain gardens. Member Thomson said obviously we are not going to make it and that he would hire an engineer or designer that could say that these are the plans and pick one. Chair Krempasky said that we would have to pay \$200 for each plan. Member Thomson said that that is not an environmental engineer or a landscape architect. He said that our job is to review plans of other professionals and not go shopping for plans and if the City wants this done, they have donated the money, but we are not getting things done. He said that SEPAC needs to be more effective and get them to make the decisions.

Chair Krempasky asked if everyone felt the same. Member Candler said that we should consider the City as a whole and not let one or two people push us around. Member Thomson said that we should not keep having individual workshops with this lot or that lot and to let the Commission decide what is the best use of the \$8,000 and where they want to spend it. He said that we have given them an idea, a plan, and that they could hold a workshop. He said that he would like to make a motion to identify three or four sites that are applicable for our \$200 site plan, the estimate for plants, and that Public Works will have to get on board and make it suitable to plant. Chair Krempasky said that Native Plant Consulting is going to take care of that. Member Thomson said the site next

to Café Eleven is as hard as a rock. Chair Krempasky said that Native Plant Consulting would kill the sod, do the planting, and purchase the plants, and all that SEPAC has to do is buy the palms. She said that the total was about \$4,000 per parkette and that Native Plant Consulting cannot plant the palms so SEPAC would need to hire someone to do it. Foreman Large advised that Public Works does not have the time to do many extra projects right now and that is why we are letting you know now that it would need to be in your proposal. Chair Krempasky advised that Native Plant Consulting would be doing everything except planting the palms and that they would then charge around \$15 per hour to do the maintenance and weeding for the first couple of years. Member O'Brien asked if there was anyone local, such as Southern Horticulture, that we could pay to do it. Foreman Large advised that they were also shorthanded and did not have the manpower to do it. City Clerk Fitzgerald advised that we cannot just declare a certain company to do it because, under the City's financial rules, we would need to get quotes. Vice Chair Bandy said that before we make any motions that we should hear from the City Clerk because there is obviously some reason why we have been having these workshops and inviting the public. City Clerk Fitzgerald said that we have had projects like this in the past that residents have not liked, such as the planting at Lakeside Park, which we had to remove and that is why Public Works wants to have buy in from the public first.

Member O'Brien asked if he could go to 11th Street, take photos, and email them to the City Clerk to forward to everyone. City Clerk Fitzgerald said yes but that it could only be a one-way communication and that you could not discuss it until SEPAC meets again. Member O'Brien suggested for each member to go look at the different sites and come up with some clear action because he is already frustrated, and this is only his second meeting. City Clerk Fitzgerald advised that individually each member could be assigned to a certain area and could go and investigate it and even talk to the residents, but you cannot talk to each other outside of a meeting. Member O'Brien asked if the information could then be presented at the next meeting. City Clerk Fitzgerald said yes.

Chair Krempasky suggested that we spend the money to get a Native Plant Consulting person to go to the sites and explain what the problem is and how they would address it vs. using the plan that is perfect for D Street. She said that she and Foreman Large took the planner out to D Street and she took a long time to determine which way the sun was going, etc. and that the A Street parkette has huge oak trees on it and that the palm grove may not work as shown in the original plan but may work in another spot. Member Thomson agreed that whoever developed the first plan should take a look at the three designated sites. Vice Chair Bandy suggested to find out if the sites are okay to do something on before we spend the money on a plan. Member Thomson said that SEPAC is supposed to be the judge of that because in the Vision Plan we have been given the task of improving the unimproved plazas. Vice Chair Bandy said that if that were the case, then we would have two rain gardens now, one at Playa Chac Mool, and one at D Street. Chair Krempasky said that she believed that everyone's point is that we are catering to the residents, and, at some point, the Commission has to decide. Member Thomson said exactly, and they would want to approve our project anyway. Vice Chair Bandy suggested that we put D Street on there. Member Thomson said that Playa Chac Mool is commercial and has an agreement with the City regarding the plaza because they maintain it. City Clerk Fitzgerald advised to take the plaza at Playa Chac Mool off the list. Member Thomson said that because they do the maintenance, they have a lot of say. Member

Candler said that the hotel does too. Foreman Large agreed. City Clerk Fitzgerald advised that we would be adding more to what they are already required to do without their permission.

Vice Chair Bandy asked Foreman Large if he had an opinion of the newly proposed areas. Foreman Large said that his opinion is that there are a few places that would be ideal for a rain garden, but they are not on the Boulevard. He said one spot is near Mr. O'Brien's at 111 11th Street in the area that has three cypress trees on the other side of the privacy fence and that the Public Works Director had talked about piping it because that ditch does not function the way it should. He advised that the area is overgrown because it is a natural area for water to sit and that the cypress trees love it but that it would take a lot of work to clean it out. He said that the other area is the northwest corner of 3rd Street and 2nd Avenue and that Public Works planted three cypress trees because it tends to stay wet there. He described the area as being longer than it is wide and that he did not know if that adjacent resident would want it in front of her house. He said that Public Works maintains it but sometimes the homeowner has her crew do it because they do it more often than Public Works can get to it, but that they are not entitled to maintain it.

Chair Krempasky asked if SEPAC wanted to proceed with 11th Street. Member O'Brien said that he would take some photos/videos and forward them to the City Clerk. Chair Krempasky asked if anyone wanted to go look at the 3rd Street and 2nd Avenue site. Member Candler said that she would. Chair Krempasky asked if they would each want to contact Native Plant Consulting to see if they had someone that could go with them. Member Thomson asked if there was a contact person at Native Plant Consulting. Chair Krempasky said that her name is Laura. Member O'Brien advised that he uses Jordan from Southern Horticulture for his stuff. Chair Krempasky advised that he would need to find out how much Jordan would charge for a plan because we have used them before for the entrances to the City and that SEPAC's Master Gardeners had to do the design because Southern Horticulture would not. City Clerk Fitzgerald advised that at this point we have already paid for Native Plant Consulting for the design but still have not been able to find a location for it. She advised that finding a location has been the holdup and that the plan could potentially be adapted to other areas.

Vice Chair Bandy said \$195 times two to get two more plans. Chair Krempasky said that if we are going to present something to the Commission that we cannot just say that we are going to modify this plan and hope that it works on these two other sites. Member Thomson said that we may end up doing two sites because we have \$8,000. Chair Krempasky said that we were going to do two sites and that is why we have the \$8,000. Member Thomson said that they could pick two out of four and then we need to sign a contract so that the money is dedicated before September. City Clerk Fitzgerald advised that the money has to at least be allocated and set aside for it before September 30th and has to be completely spent by November 30th.

Vice Chair Bandy asked if a motion was needed to spend \$200 on each plan. City Clerk Fitzgerald advised that a motion is needed if you plan to spend the money before the next meeting. She said that SEPAC could find the locations, present it to the Commission with what you have now, and let them know that if they decide on a location, that SEPAC would contract the landscaper to fine tune the plan for that spot without spending the extra

money now. Chair Krempasky agreed and asked if SEPAC could get on the next Commission agenda. City Clerk Fitzgerald advised that the next Commission meeting is before SEPAC's next meeting so you would not have time to discuss it together beforehand. Chair Krempasky said that we have three locations now. City Clerk Fitzgerald advised that you would be presenting those locations with no prior discussion among yourselves. Member Thomson said that the research would be done, and we want to make a presentation to the Commission based on where we are now and then ask them to help make the decision. He said that schedule wise, it would be good because they may want to have a public workshop/hearing and they know that we are trying to get it done and they can help make the decision.

Vice Chair Bandy said that anyone that is going to visit a site would need to write a report or do a video and get it to the City Clerk and she would forward it to whichever member would be speaking before the Commission. Member Thomson said that it is a presentation, and you could just show up and make it and if they have a preference then they should say what it is and let us know if we could proceed. Member Candler suggested to look at the sites during the next month, talk about them at our next meeting, and then go to the Commission. Member Thomson said that would be SEPAC's June meeting, July we would be at the Commission meeting trying to get them to decide, and that would mean that we only have August and September to get someone to do the plan and bid it.

Chair Krempasky said that we would do our research and present it at SEPAC's next meeting. Member Thomson said that we are running out of time, but if you want to do it that way, that is fine, and if we run out of money, then it would go into next year's budget.

Vice Chair Bandy asked if she needed to reach out to Southern Horticulture. Chair Krempasky said yes.

Chair Krempasky moved on to Item VI.1.c and asked Forman Large for his update report.

c. Urban Forestry

Foreman Large advised that the City had its Arbor Day event, and we gave away all of 483 trees. He said that Chair Krempasky attended and gave away the majority of them. Chair Krempasky said that there were some visitors that wanted to pack them in their luggage to take home.

Foreman Large said that the recipients were asked to go on the website that Ms. Conlon provided and post pictures of the trees that they planted, and it will be interesting if they actually do it. Chair Krempasky said that we kind of stressed it because some people were from Virginia and the plants may actually thrive there. Vice Chair Bandy said that someone got a magnolia tree in her neighborhood, and it is doing well with three blooms and that she would take a picture and put it in the Newsletter.

Member Thomson asked to read something from the City's Urban Forestry Plan, which backs up what tonight's residents were saying. He said that Page 6 talks about ecosystems and the value of trees, which states, *"The plan includes results of ecosystem services analysis that quantifies the amenities provided by trees on public property in St. Augustine Beach. Larger canopy tree species provide greater amounts of these ecosystem services and should be planted or retained whenever adequate space is available."* He said that

there has actually been a quantification of the value of our urban tree canopy in public spaces and it goes on to say, *“Keep in mind however that the majority of the City’s urban forestry sides on private property where individual property owners manage the trees. Consequently, privately owned trees provide considerably more ecosystem services benefits to both the surrounding community and the owners themselves. Wherever possible, the City of St. Augustine Beach officials need to encourage private owners to retain canopy trees through a combined strategy of educational initiatives and minor regulations.”*

d. Environmental Planning Projects

Member Thomson advised that one of the things that he would like to present in this agenda item has to do with stormwater retention. He read that, *“ecosystem services include the ability of local tree populations to sequester and store carbon, which could help offset impacts of climate change. Coastal communities are particularly vulnerable to the impacts of sea level rise, increased temperature extremes, and variations between drought and flooding. Ecosystem services also include the tree population’s ability to reduce both the volume, the stormwater runoff, and the pollutants contained in that stormwater. This in turn reduces the necessary City expenditures for stormwater containment structures and stormwater treatment facilities.”* He said that we have to look at trees as a community stormwater management asset as well and get the word out that if we want to have a sustainable environment, that we need to preserve the tree canopy as much as possible. He advised that one way to do that is to have trees designated as green infrastructure when the City adopts a stormwater utility fee. He said that it would provide a funding source for the things that we are talking about as well as create the ecosystem value that we want to maintain, which is what Lonnie Kaczmarek’s paper was about. It would encourage new homeowners to understand the community value of trees on private property. He said that if there was a utility fee that people were paying monthly, and they “bricked-up” their property, that there should be some way to track it, and then their stormwater utility fee would increase for creating more runoff. He said that we need to have a holistic view of the main thing that trees are doing, which is controlling stormwater and also supporting an ecosystem. The trees cannot survive if all the runoff goes into concrete pipes, and we are left with a small amount of ground water available for the trees to maintain themselves during droughts.

Chair Krempasky asked if his draft had only been sent to the City Clerk [Exhibit A-1]. Member Thomson said yes and that there are three or four pages of notes from our meetings talking about this. He said that it is very important to put that concept before the Commission so that they can understand stormwater management in a holistic sense and look at the tree canopy and the retention areas that SEPAC is trying to do and imagine what it would be like without green infrastructure and how we could benefit by including it in the stormwater utility fee.

Chair Krempasky said that her feedback on this draft is that she is not in support of saying anything about Public Works or minimal funding from the City because for two years the City has given SEPAC money and that we have not been able to get the residents to agree. Member Thomson said that minimal funding to him is that we got \$8,000 and we should be getting \$150,000 if we are going to accomplish anything. Vice Chair Bandy said that

maybe we would get more funding someday if we could just get one little project done. Member Thomson said that he has been here for twenty years, and we are not getting it.

Chair Krempasky said that she believed that it was still a bit premature, but she does not mind doing the recommendations and she liked the idea of verifying and publicizing that the fee would include some things for the projects. She said that she could go with numbers 1-4 but that she would not go for most of the rest of it. Member Thomson asked if she wanted to omit the entire second paragraph. Chair Krempasky said yes. Member Thomson said that when we give these recommendations, we should have a presence at the Commission meeting. Chair Krempasky agreed. Member Thomson said that if the Commission asks what our concerns are that we would tell them that funding is minimal at best, and that to accomplish anything that is going to have a significant impact on controlling stormwater, that we would need money to hire environmental engineers/landscape architects. He said that the City probably spends \$1.5 million each year on stormwater management projects. Vice Chair Bandy said that she does not feel comfortable getting \$250,000 for a project to solve our stormwater issues. Member Thomson said that we are going to review green infrastructure plans that Public Works develops with environmental planners just like we should have reviewed the Vulnerability Study and this ordinance that just came out. He said that we have Vision Plans and Comprehensive Plans that are going to protect our environment but there is no policy action taking place that he could see in the City. We have spent two years talking about a right-of-way ordinance, which would include swales, etc. and then Director Tredik said that he did not have time to do it and that is when you would hire an environmental planner to do it. He said that he wants to be effective and that we have to approach the City as an advisory committee when we have a policy that we need to present to them. He said that attached to the letter are the presentations from 2019 and 2020 [Exhibit A-2] and then we would ask Public Works engineers to look at it and make recommendations or have a workshop.

Member Candler said that there is nothing wrong with saying that we want to work with the Commission. Chair Krempasky said that she thought SEPAC's task was to go back to Ordinance 23-01 and try to find a place to introduce the use of green infrastructure. She read page 9, Section 7-4, which states, *"The stormwater utility shall provide for the preparation of stormwater studies and the implementation of the stormwater utility and the repair, replacement, improvement, and enhancement of the City's capital facilities for stormwater management."* She said that we could then add to that; *"to include the use of green infrastructure as well as gray infrastructure."* [Exhibit C-1]. Member Thomson said that there is a lot that could go into that ordinance if they want to revise it. Chair Krempasky noted that the City Clerk said that the Commission wanted to keep it as general as possible right now. She advised that she found two definitions for gray infrastructure and green infrastructure, which could be included in the definition portion of the ordinance. Member Thomson said that he has no problem with the Chair making those recommendations, but we need them to understand as they move forward with the utility fee that a significant portion of it could go into green infrastructure. He said that SEPAC is the only advisory committee for sustainability and environmental planning, and we are trying to push them in that direction. He said that we worked on the Comprehensive Plan and the Vision Plan with our environmental ideas, but they are not getting used, and we need to make sure that they are.

Chair Krempasky asked Member Thomson for his suggestions. Member Thomson said that if we accept this letter with the four recommendations, that he would suggest that we attend the next Commission meeting to discuss it and make sure that they understand our recommendations. Member Candler asked if he would attend. Member Thomson said yes and that it would be nice if the Chair attended as well, but as long as it is a SEPAC effort, he would be happy to stand up and talk about it. He said that he and Lonnie talked about it in 2019, and then the right-of-way ordinance went by the wayside. He sent pictures of someone paving the right-of-way, now they have torn that out, and the hillside is draining onto the street. He said that there is not good follow through with what our comprehensive/environmental goals are, and that we need to make sure that they support the Planning and Zoning Board coming up with policy and changes to the Land Development Regulations (LDRs) and start enforcing some of these things.

Member O'Brien said that SEPAC should demonstrate the ability to take action because now we are talking about spending \$250,000, but cannot even spend \$8,000. He suggested redefining some of this while we execute the things that SEPAC has been working on for eighteen months so that we can show them that we are actually doing something. Member Thomson said that SEPAC has done a lot with the plazas and that the Commission likes our landscaping ideas. He said that we changed our name several years ago to what it is today, and we have worked on Comprehensive Plan revisions and the Vision Plan. The critical part is that there is a utility fee that would be charged to every residential and commercial property that is going to be designated for stormwater management. He advised that our job is to indicate to the Commission that some of that money should be put into green infrastructure, to not rely on an older conduit system, and we need to get that into the ordinance.

Member Candler asked if the stormwater utility fee is being discussed by the Commission at this time. City Clerk Fitzgerald advised no. Member Candler said that, at this point, it seems premature, and she suggested that SEPAC should go in when the Commission is ready to discuss it. Member Thomson said no, that the City Manager asked for our opinion on this because they just passed an ordinance that is vague as to whether or not it could be spent on green infrastructure and that the Chair has looked at the ordinance to see where we could insert items about green infrastructure. He said that he picked up on the presentations over the past four to six years as to why it is important to the City to start using green infrastructure. Member O'Brien asked if there was something small and measurable that SEPAC could suggest as a starting point or language about a percentage. Member Thomson said that we do not have to identify a percentage because that is going to be a whole other thing for how much money they are going to charge each individual, which will be based on impervious surface. He said that the Commission needs to understand why impervious surface and stormwater management are important and the Commission needs to agree that the ordinance would help fund green infrastructure because the public needs to know that as well. Member O'Brien asked if the Commission knows what it is. Member Thomson said that there have been two or three major presentations over the past two years, which is why it is in the Vision Plan to do green infrastructure on the parkettes.

Member Candler asked when the ordinance would be on the Commission's agenda. Member Thomson advised that the ordinance has already been passed and next year they

are going to set the fee but have not set a date yet. City Clerk Fitzgerald advised that the ordinance that passed was just to set the framework, which is the first step in a long process, but it is still undetermined when or if the fee would be enacted. It was just to replace an old Code from the 1990s for a County stormwater fee that was never enacted and there is no guarantee that one would be put in place this time either. Member Thomson advised that the Commission said that they wanted input, that they wanted to pass the study, and they need the money from the utility fee, so why wouldn't they consider it. City Clerk Fitzgerald advised because we need to get the Equivalent Residential Unit (ERU) number and without it, nothing moves forward, which is the holdup right now. She said that once we have the ERU numbers, then the Commission still has to pass a resolution and hold a Public Hearing to determine the rate structure, which would then go to the Tax Collector. Member Thomson said that the Public Works Director wanted to hire someone to do that and to do a \$19,000 study, and then they were going to have a windfall of \$500,000 if they started charging the fee. He said that it is going to happen, and we need to make sure that they understand the environmental aspects of stormwater management and how green infrastructure could help our City. Member O'Brien said that we are saying it because it is in the Plan, and they have had three presentations. Member Thomson said yes, but the problem is that Public Works and the Building Department are not necessarily on board and Planning and Zoning has not really chimed either, but we are the environmental advisory planning committee. He advised that he spent thirty hours last month with the City Manager's letter and followed up with the presentations that we have done in the past and this is a direct communication with the Commission of what we are asking them to do with our specific recommendations. He agreed with striking the second paragraph and that it would not hurt to be on the Commission's agenda next month.

Chair Krempasky asked if SEPAC was on board with Member Thomson sending the letter. Member Candler said that she did not have a problem with it. Member Thomson said that he would prefer that it come from the Chair and that the letter would be sent and then we would ask to be on their agenda to make a presentation, which the City Manager has given approval of.

Chair Krempasky advised that she is not going to send the letter unless every SEPAC member is behind it. Member Thomson asked for a motion. Member Candler agreed with it but said that she did not want SEPAC to get too far into the weeds to overwhelm them. She said that we want to keep it concise and make sure that they understand the importance of green infrastructure to the whole stormwater process and that a certain percentage of that project needs to be allocated towards it. She said that if we get too deep, they would block us out, but that we could present it at this point for when they start implementing it later on.

Motion: to send the letter to the Commission. **Moved by** Member Thomson, **Seconded by** Member Candler. Motion passed unanimously.

Member Thomson and Chair Krempasky said that they would attend. Member Thomson asked how to request being added to the agenda. City Clerk Fitzgerald advised to request that the City Manager add your presentation to the agenda. Member Candler said that she assumed that the letter was requesting it. Chair Krempasky said that she believed that

Member Thomson's point was that the PowerPoint presentation that SEPAC made for Arbor Day a few years ago should be attached to this so that they can review it. Member Thomson said that it is attached and that the City Manager will add it to their agenda books, and we will ask to give a presentation at the beginning of their next meeting. Chair Krempasky said that she was confused and asked if Member Thomson wanted the letter emailed to them. Member Thomson advised to email it to the Commission and to the City Manager and ask him to put SEPAC on the agenda for the Commission's June 5th meeting.

Member Thomson advised that one other thing that we should be looking at are the stormwater management goals and policy [Exhibit B]. He said that the second major policy goals for SEPAC have to do with stormwater management, which had specifics that we asked the City for and to instruct staff and the Planning and Zoning Board to take a look at. Member Thomson read the four bullet points from Exhibit B and said that they are basic but that they are a starting point and he suggested that everyone should have a copy of the adopted Vision Plan. Chair Krempasky asked if it was posted to the City's website. City Clerk Fitzgerald advised that she has not been told to post it yet. Chair Krempasky asked if the Commission was planning a workshop over the summer. City Clerk Fitzgerald advised that they said that they would like to do one but that nothing definite has been scheduled.

Chair Krempasky moved on to Item VI.2.a

2. Educational Programs

a. Environmentally Friendly Landscaping Recognition

Chair Krempasky asked the Vice Chair if she had a chance to talk to her proposed recipients. Vice Chair Bandy said yes and that they are good with it, and we are ready for the sign. She said that they would be the first recipients and they are happy for her to take photos and include them in the Newsletter, which would bring some publicity to the program.

Chair Krempasky said that Mr. Lapier at 312 D Street is so sustainably minded and has solar panels, grow their own food, and they have a banana tree with fifty bananas on it. She advised that he would like the recognition but only to bring more attention that it could be done. She said that she did not get finished with the signage and that she would have it ready for next month. She said that she spent about an hour at his property, which is slanted, and the water runs into the street, so he built a wooden retention pond and a rain garden by the street. Vice Chair Bandy asked if he was open to being in the Newsletter. Chair Krempasky said that she made a note to contact him about it and that she was so impressed, that she asked him if he would be interested in doing a workshop.

Chair Krempasky asked if both of the Vice Chair's property owners wanted signs. Vice Chair Bandy advised that the second property owner is selling the house. She said that the first property owner is at 141 Whispering Oaks Circle, they do not have lawn, just mulched areas and native plants, which are vertically layered. Vice Chair Bandy asked if she would bring the signs to the next meeting. Chair Krempasky said that she would do her best to get them as soon as possible. Vice Chair Bandy said that they would probably

want their picture taken with the sign, which would probably be done for the July Newsletter.

Chair Krempasky advised that she updated the Anastasia Environmental Stewardship Award program announcement/nomination form that we put on the City's website [Exhibit D]. She said that this is the fifth year we have done this, and we have used the same form, but she is open to any changes. She said that according to her notes, SEPAC decided to award them in October, so the deadline for nominations would be August 25, 2023, and she asked for it to be included in the July and August Newsletters. Vice Chair Bandy agreed. Chair Krempasky advised that SEPAC would select the winners at the September meeting, notify them by September 18th. She contacted Crafts Trophies and that they need the names by September 13th, which is the day after SEPAC's meeting, and that they could have the plaques ready for the Commission meeting in October. She said that she would request that this be included on the agenda for June and also October.

Vice Chair Bandy asked when the application process would start. Chair Krempasky advised that it could begin now unless you want to change anything on the application. She said that she could send the PDF to the City Clerk to post but that it should also have a press release. Vice Chair Bandy advised that she could do a press release and send it to Ms. Conlon but that there really isn't press anymore at The Record. She said that she has a good contact list and that the Fish Island Community Alliance could possibly get it out to thousands of residents. Member Candler asked about the Beaches News Journal that the City Manager has his articles in. Vice Chair Bandy asked if Ms. Conlon sends anything to the Journal. City Clerk Fitzgerald said that she was not sure. Vice Chair Bandy advised that she would check with Ms. Conlon and ask if she would send information to them. Chair Krempasky asked if the Vice Chair would handle the press release for this. Vice Chair Bandy said yes and that she would also post it on Next Door and other groups that she knows of. Chair Krempasky said that we had a pretty good turn out last year.

Member Thomson asked if we had two designated friendly landscaping recognition awards. Chair Krempasky said yes and said that we could introduce them at the October Commission meeting but that we would get their signs as soon as we could. Member Thomson asked if the Environmental Stewardship Awards would also be during the October meeting for. Chair Krempasky said yes.

Vice Chair Bandy asked if we could start taking applications on June 1st so that she would have a date for the press release. Chair Krempasky said yes and asked if anyone had changes to the application. Member O'Brien said that it looked great. Vice Chair Bandy said that it could go into the June Newsletter as well. Chair Krempasky said that she would send the PDF to the City Clerk. Member Thomson asked the Chair to have the City Clerk forward whatever is sent to the Commission and the City Manager to the SEPAC members. He said that there was Water Warriors and the Fish Island Anastasia group, and they are environmentally interested in what is going on and that he would like to forward this to them.

Chair Krempasky moved on to VI.2.b.

b. Environmental Speaker and Film Series

Vice Chair Bandy advised that the next speaker series is not until the fall and that if we are having less than ten people every time that she is not sure that it is a good use of our time. She said that SEPAC has money set aside for it and maybe we could get a higher-level speaker or film. She advised that the library has not been getting a very good turnout for any of their programs either. Member O'Brien said that he put all of them on his calendar, but it is tough to attend because someone always has a conflict. He asked if there is any way to find content that we really want to present and get links to it so that people could watch at their leisure. Member Thomson and Vice Chair Bandy advised that many of these films were on YouTube. Member Thomson said that the Newsletter could inform people that these are great environmental films. Member O'Brien suggested to find films related to the challenges that we are having here because if his eleven-year-old understood water runoff, then he would know more than we did. He said that the people would not know to watch all these films that SEPAC knows a lot about.

Chair Kremasky said that at the last meeting Vice Chair Bandy gave us a copy of the workshops that the City of St. Augustine was having and that she attended, and that the audience seemed to know as much or more than the speaker. She advised that the City of St. Augustine is also going to start their glass recycling again, which is fantastic. She said that she wished there was a way to get the kids interested because they are the next generation and should be aware of the problems and that maybe there could be a kid's day. Member O'Brien said that they are coming because they care so much about those initiatives but that he is so busy that he does not even know where to begin looking for those sorts of things. He said that after last month's meeting he talked to his kids about the Monarch butterflies and said that others may not know anything about it.

Chair Kremasky asked if the library might be interested in doing something on a weekend in the summer for kids. Vice Chair Bandy said that they do have kid's programs so it may be a possibility. Member Thomson said that it would be nice to tie in with other organizations such as the Music by the Sea, the City's Cultural Arts Center, etc. and to use the Dance Studio to show a film. He said that there is another environmental film series that shows films at the lighthouse park and that they have the Sierra Club and the Beekeepers, and everyone shows up and that maybe we could join forces to support each other since we are getting such little turn out at the library. He advised that we used to have a great program for elementary and middle school children around Arbor Day and that reaching out to other groups is really important such as advertising what is on YouTube this month and keeping that focus.

Member O'Brien advised that he is on the Board at the YMCA and that he would be happy to connect with them and that he would also forward clips to his friends on social media to bring awareness to the things that SEPAC is trying to do. Chair Kremasky advised that if we do decide to have an adult series in the fall that our last speaker, Mr. Tal Coley, had mentioned Deirdre Irwin, who spoke at the St. Augustine workshop about water conservation, which was really interesting. She said that their workshop had very poor attendance and that this was the first year that they have done it in honor of Earth Day. She said that maybe SEPAC could be more proactive next Earth Day and do something here. She said that when Ms. Irwin introduced herself, she said that she would rather

have five engaged people rather than a room full of people that have no interest. Chair Krempasky said that she might contact her to see if there is a movie that she could suggest that is specific to Florida. Vice Chair Bandy suggested to talk again next month about an exact date and possibly getting her as a speaker.

Member Candler said that she saw a picture of volunteers working in the entrance planting. Chair Krempasky advised that there was a picture a while ago of workers in front of the 7-Eleven. Member Candler suggested to get volunteers to help SEPAC redo something and build a community of people that are interested. Vice Chair Bandy said that when we started the film series, that she started collecting emails from people that were interested, and that she has about fifty people so far. Chair Krempasky said that there are liability issues with volunteers working for the City. She said that when she investigated using Native Plant Consulting to weed the bioswales, that she was told that they must have insurance to work on the property, which they do have.

Chair Krempasky advised that we would work more on the speaker and film series, and she moved on to Item VI.2.c.

c. Newsletter Topics

Vice Chair Bandy advised that she has plenty to work with for the June Newsletter topics. She said that we were also talking about trees and that she could write something quickly about the value of trees, such as that their shade saves money, lowers pollution, less flooding, etc. Member Thomson suggested to mention the Urban Forest Plan because the introduction about why we have trees is excellent, which may help them understand proper maintenance. Vice Chair Bandy said that she would run the environmental awards for several months in the summer and then we would have our environmentally friendly landscape award winners. Member Candler said that she would like to see something in the Newsletter about not hurricane cutting the palm trees. Chair Krempasky suggested that Member Candler should write something for the Newsletter. Member Thomson said that it is also in the Urban Forest Plan and that she could get some information from it. Member Candler said that the University of Florida has a very nice description of how you are supposed to cut palms. Vice Chair Bandy suggested for Member Candler to take photos of a good cut vs. a bad cut.

Chair Krempasky moved on to Item VI.2.d.

d. Environmental Corner

Member Thomson asked Foreman Large if he decided on a location and said that his associate was supposed to come back tonight for the decision. Foreman Large advised that he did look at places where it could go, but that SEPAC needed to cover the cost. Member Thomson advised that Mr. Tredik had already priced it at around \$560, which is the same as the one that is already in the hallway. Foreman Large advised that there is electricity behind the wall and that he met with electricians. He said that Building Official Law advised that if the case is "exactly" like the other one in the hallway located across from the City Manager's office, that it could go there, but if it is somehow different, that it would go across from that. He said that he did not know what Mr. Tredik had in mind and that he believed that SEPAC was going to look into the types of cases.

Member Thomson asked if SEPAC wanted to authorize the expense of it. Chair Krempasky said no. Member O'Brien asked how many bulletin boards we need or if we could share one of them. Member Thomson advised that SEPAC was going to share it with Public Works and SEPAC would pay for it. City Clerk Fitzgerald advised that we already have a flyer shelf and a bookshelf, which are available to use right now. Member Thomson said that Mr. Tredik and the City Manager nixed that idea because they wanted everything to be approved and behind glass.

Chair Krempasky said that in theory it is a good idea but that she did not see SEPAC being able to keep it up to date. Member Thomson said that Mr. Tredik wanted it because of illicit runoff, etc. and to show how it ties into the poster of the tree. He said maybe it is not the best place, but it is as important as the historical sports club memorabilia that is in the hallway now.

Chair Krempasky would like it to be in a place that has more traffic. Member O'Brien suggested one of the parkettes. Member Thomson said that the Vision Plan specifies putting some art in the parkettes and that his idea was to have a parkette at the Cultural Arts Center/Fire Station area and that the County did a gazebo with the same type of display so we could do our environmental corner there.

Vice Chair Bandy said that her neighborhood built a library stand for less than \$100, which houses flyer-type information inside and a planter on top and that we could do something like that on one of the parkettes with information related to environmental issues. Member Thomson advised that we would have to talk to the City Manager about it because anything that we put out there has to be approved. Member Thomson asked to hold off on the environmental corner and to research the library stand. Vice Chair Bandy agreed.

Chair Krempasky moved on to Item VII.

VII. OTHER COMMITTEE MATTERS

Chair Krempasky asked if SEPAC wanted to move the meetings to the second Thursday of each month.

Motion: To move the meetings to the second Thursday of each month beginning in June. **Moved by** Member Candler, **Seconded by** Vice Chair Bandy. Motion passed unanimously.

Member Candler asked Foreman Large if had an update on Ocean Hammock Park. Foreman Large advised that they are moving forward with the plan to beautify the area and that the City must continue to show progress in order to continue the land purchase grant. He said that they have a drawing of the area, which shows picnic tables and a concrete sidewalk going around it near the parking lot area, which will be handicapped accessible, and is almost halfway completed. He advised that the path to the beach walkway is also being redone to be handicapped accessible and that the restroom was put in today and they still need to hook up the pipes. He said that there is a good bit left to do such as putting in a gazebo, a picnic area, etc. and we do not know when it will be open. Member Candler asked if he could share the map with SEPAC at the next meeting. City Clerk Fitzgerald advised that the map is on the City's website on the left side of the home page under "In the Spotlight".

Member Thomson left at 7:59 p.m.

Vice Chair Bandy asked if anyone knows what is going on with the blue house at the end of the Ocean Hammock Park boardwalk. She said that they took out all the marsh land between the house and the beach and it looks like they poisoned it or something. They put some grasses in and when we get a lot of rain, it has standing water there. She said that if they poisoned it, that it looks like some of it is going under the boardwalk and into the park land. Foreman Large suggested reporting it to Code Enforcement but that he does know that they had to keep an area clear near there for some reason to access the beach area.

Forman Large advised that Public Works spoke to the City of St. Augustine regarding their glass recycling program and that they want to get it established before they involve us. Chair Krempasky advised that she believed that there were only three dumpster locations and that one was going to be located at R.B. Hunt elementary School, which is pretty close for us. City Clerk Fitzgerald advised that they would probably put out a press release.

Chair Krempasky moved on to Item VIII.

VIII. ADJOURNMENT

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

Chair Krempasky adjourned the meeting at 8:03 p.m.

ATTEST

Sandra Krempasky, Chair

Dariana Fitzgerald, City Clerk

SEPAC June 2023 Meeting Update

1. City Clerk Fitzgerald informed us that Member Edmonds has resigned from the Committee.
2. Mickler Butterfly and Pollinator Garden - a contractor trimming trees at a property next to the garden drove across it. The City is investigating the incident. Vice Chair Bandy and Mr. Large will replace some of the plants.
3. Parkette Discussion - The committee has identified new locations for planting an Eco Garden or dry retention area. Among them: A1A between 10th and 11th Sts., 3rd St. and 2nd Ave., parkette next to 111 11th St., A St. and 2nd Ave. Vice Chair Bandy will present the locations to you at your July Commission meeting. SEPAC would like the Commission to approve a location so that we can have a design made specific to that location.
4. Urban Forestry Update - the watering truck is still out of commission. No new planting can be done until the truck is repaired.
5. Environmentally Friendly Landscaping Recognition - Chair Krempasky presented the design of the yard sign to recognize the properties of two residents. The sign was approved and Chair Krempasky was authorized to spend up to \$250 to produce as many signs as possible.
6. Environmental Speaker and Film Series - The series will resume in October.
7. July Newsletter Topic - announcement of 2023 AIESA deadline (August 25) and announcement of one of the Landscaping Recognition property owners.
8. The Environmental Corner project - a place in City Hall to display educational materials - is on hold while the Public Works Department adjusts to new personnel. The committee discussed other more visible opportunities to place education materials...perhaps creation of a brochure.

Submitted by Chair Sandra Krempasky

COMMISSION REPORT

June 2023

TO: MAYOR/COMMISSIONERS

FROM: DANIEL P. CARSWELL, CHIEF OF POLICE

DEPARTMENT STATISTICS May 24 , 2023- June 23,2023

CALLS FOR SERVICE – 1,764

OFFENSE REPORTS - 60

CITATIONS ISSUED – 97

LOCAL ORDINANCE CITATIONS - 48

DUI – 0

TRAFFIC WARNINGS- 159

TRESSPASS WARNINGS- 23

ANIMAL COMPLAINTS - 11

ARRESTS - 13

- **ANIMAL CONTROL:**
 - St. Johns County Animal Control handled 11 complaints in St. Augustine Beach area.

MONTHLY ACTIVITIES –

Lawn Mowing June 14th 7am

Donuts with a Cop June 6th 8-10am

M E M O R A N D U M

TO: MAX ROYLE, CITY MANAGER
FROM: PATTY DOUYLLIEZ, FINANCE DIRECTOR
SUBJECT: MONTHLY REPORT
DATE: 6/21/2023

Finance

The fiscal year is approximately 67% complete and we are showing more almost 70% of our revenue has been collected and we have recorded approximately half of our budgeted expenditures. The FY24 Budget continues to move forward as we review the capital, personnel, and operating budgets for the upcoming year.

Communications and Events

There are no upcoming events for the month of July, but work continues for events into September and our holiday season.

Technology

The IT Team has no updates at this time.

ARPA Worksheet \$3,507,979.00

APPROVED TO SPEND

Approval Date	Police Department ARPA List		
	Item	Qty	Cost Estimate
4/19/2022	Detective's Vehicle	1	\$ 40,000.00
4/19/2022	Administrative Vehicle	1	\$ 50,000.00
4/19/2022	Commander Vehicle	1	\$ 50,000.00
4/19/2022	Chief Vehicle	1	\$ 50,000.00
4/19/2022	Vehicle Radars	3	\$ 25,000.00

\$ 215,000.00

Amt Spent	
\$	37,657.68
\$	50,561.18
\$	50,299.47
\$	51,005.47
\$	9,848.00

\$ 199,371.80

Public Works ARPA List			
	Item	Qty	Cost Estimate
9/26/2022	Concrete Grinder	1	\$10,000.00
9/26/2022	Stormwater Bypass Pump	1	\$75,000.00
9/26/2022	Dump Truck	1	\$130,000.00
11/14/2022	Dump Truck	1	\$174,943.00
9/26/2022	Pickup Truck	1	\$35,000.00
9/26/2022	Pickup Truck	1	\$35,000.00
9/26/2022	Pickup Truck	1	\$35,000.00
9/26/2022	48" mower	1	\$10,000.00
9/26/2022	2nd Street Improvement	1	\$100,000.00
9/26/2022	Parking Improvements	1	\$95,000.00
9/26/2022	Parking Improvements	1	\$100,000.00
9/26/2022	Parking Improvements	1	\$20,000.00
9/26/2022	Parking Improvements	1	\$200,000.00
7/11/2022	Claw Truck	1	\$162,000.00
6/6/2022	Trailer 12 ton deckover 22'	1	\$12,000.00
4/19/2022	Refuse truck 25cy	1	\$250,000.00
4/19/2022	Refuse truck 25cy	1	\$250,000.00

Reduced \$55k-move to OH

\$1,488,943.00

\$5,942.70
\$0.00
\$0.00
\$178,317.00
\$25,724.55
\$25,724.55
\$29,533.55
\$8,654.15
\$100,000.00
\$95,000.00
\$100,000.00
\$20,000.00
\$200,000.00
\$161,439.30
\$12,465.47
\$241,483.49
\$241,483.49

\$1,445,768.25

08

Other Suggestions			
	Item	Qty	Cost Estimate
9/26/2022	ID Cards	1	\$20,000.00
9/26/2022	MFA Citywide	1	\$25,000.00
9/26/2022	Secure Bldg C	1	\$40,000.00
9/26/2022	Video Production Impr	1	\$75,000.00

\$20,000.00
\$25,000.00
\$40,000.00
\$75,000.00

4/19/2022	Pipe Ditch-Vacant Alley	2nd/3rd Street-West of 2nd Ave		\$100,000.00			\$100,000.00	
5/2/2022	Ocean Hammock Park	Restroom completion-in addition to grant		\$355,000.00	Increased-BR23-10		\$355,000.00	
12/2/2022	Ocean Hammock Park	Completion of Ph 2 improvements		\$100,000.00			\$100,000.00	
6/6/2022	Beach Access Walkovers	\$67k in FY22, remainder in FY23		\$335,000.00			\$166,400.00	
6/6/2022	Paving Projects	Needed paving throughout the city		\$200,000.00			\$0.00	
11/14/2022	Paving Projects	Increased Paving throughout the city		\$230,057.00	\$1,280,057.00		\$239,691.94	\$1,121,091.94

Pay Increases								
4/19/2022	Pay Increases-FY22	Increase pay to \$15/hr minimum or bonus		\$136,000.00	\$136,000.00		\$136,000.00	\$136,000.00
				Total Approved			\$3,120,000.00	

ADOPTED BY COMMISSION

Public Works ARPA List								
	Water tanker	**REMOVED**	1	\$0.00			\$0.00	
	Storm drain cleaning		1	\$100,000.00	\$100,000.00		\$100,000.00	\$100,000.00

Other Suggestions								
FY24 Budget	Parking Improvements	Dirt Lot Paving SW Corner of Blvd & 8th St		\$160,000.00			\$160,000.00	
					\$160,000.00			\$160,000.00

Pay Increases								
	Pay Increases-FY22-FY24	**REMOVED**		\$0.00	\$0.00		\$0.00	\$0.00

Total Adopted				\$260,000.00
Total Spend				\$3,380,000.00
				\$3,162,231.99

MEMORANDUM

Date: June 26, 2023
To: Max Royle, City Manager
From: Jason Sparks, P.E., Engineering Director
Subject: Engineering Monthly Report – July 2023

GRANTS

Public Works is managing the following active grants:

- **Mizell Pond Weir and Stormwater Pump Station**
HMGP Grant Project #4283-88-R – FEMA/FDEM
Grant amount \$2,202,108. w/\$734,036.00 City share
Project Stage: FDEM/FEMA Closeout
Status: FEMA increased federal share by \$460,972.22 on 04/21/23. FDEM final inspection for grant closeout scheduled 06/28/23. FEMA closeout to follow successful FDEM final inspection. Final Request for Reimbursement (RFR) \$558,224.69 submitted 06/16/23.
- **Ocean Hammock Park Phase 2**
Florida Recreation Development Assistance Program
Grant amount \$106,500
Project Stage: Construction
Status: 90% complete. RFR #1 (\$106,500) submitted 05/26/2023. Change order issuance pending revised piggyback. Sewer pump station start up scheduled 06/29/23. Qtrly report due 071523.
- **Ocean Hammock Park Phase 3**
Coastal Partnership Initiative Grant – NOAA funded
Grant amount \$60,000
Project Stage: Bid rejected 06/05/23.
Status: Letter sent to FRDAP 06/12/23 requesting conversion of proposed future development from active to passive recreation/conservation to preserve park setting in natural state and protect listed species' habitat. Quarterly report due 071523.
- **Ocean Walk Drainage Improvements (Legislative Appropriation Request)**
Grant Amount \$694,000 LPA0222, Exp Aug 24, 2024
Project Stage: Design/Permitting
Status: 95% complete. Easements and private maintenance agmt outstanding. Requested peer review proposal from different consultant. Prep bid package. Qtrly report due 071523.
- **Ocean Walk Drainage Improvements (SJRWMD Districtwide Cost Share)**

Grant Amount \$354,087

SJRWMD Cost Share City Match: \$1,062,261

Remaining: \$1,416,351 - \$694,000 - \$354,087 = \$368,264

Project Stage: Development of Grant Agreement to occur prior to Oct 1.

Status: Design/Permitting 95% complete, need easement(s) and private maintenance agreement, award bid after October 1. Requested peer review proposal from different consultant. Prep bid package. Quarterly report due 071523.

- **Sea Oats**

Irma Recovery – FDEP Project/Contract #19SJ3

Grant Amount \$50,000 (50% match or \$25,000)

Project Stage: Pre-Construction

Status: Time extension request to Sept 2025 underway due to beach renourishment and sea turtle nesting season. City will coordinate with Coastal Engineering Firm upon beach renourishment completion. Quarterly report due 071523.

- **C.R. A1A/Pope Road Storm Surge Protection – Phase 1 Design**

HMGP grant (Dorian) - FEMA/FDEM

Grant amount \$52,500

Project Stage: Design/permitting complete.

Status: Submitted Phase I documentation to FDEM 06/22/23 for Phase II funding evaluation. RFR#1 submittal during July. Quarterly report due 071523.

- **Dune Walkovers**

St. Augustine Port, Waterway and Beach District

Grant/Contribution amount \$335,000

Project Stage: Year 1 construction complete.

Status: FY24 - Proposed walkovers 10th St., 6th St, and C Street. Reimbursement received last week for construction completed to date.

- **Magnolia Dunes/Atlantic Oaks Circle Drainage Improvements**

Legislative Appropriation Request

Grant amount \$1,200,000

Project Stage: Pre-Design Study

Status: Consultant pre-design study contract executed 061623. PO issued 06/26/23. Qtrly report due 07/15/23.

- **7th 8th and 9th Street Drainage**

Legislative Appropriation Request

Grant amount \$90,000

Project Stage: Design.

Status: Consultant design/permitting contract executed 06-14-23. PO issued 06/23/2023. Will include paving of W end of 7th St. Qtrly report due 071523.

- **Vulnerability Assessment Update**
FDEP – Resilient Florida Program
Grant amount \$50,000
Project Stage: Grant Work Plan and Consultant contract Development
Status: Revised draft work plan submitted to FDEP 06/20/23.

The City proposes to submit the following grant and/or appropriation requests for the 2024-25 Florida legislative session:

- **Stormwater Treatment Facility Capacity Improvements**
Legislative Appropriation Request: \$1.8M – Recommend breaking out design/permitting/construction dollars over different years.
Scope: Increase Mickler Weir height, evaluate downstream and upstream impacts. Harden pond berm.
- **Dune Restoration / Sea Oats Planting**
Legislative Appropriation Request: \$400,000
Scope: 10th St to A St. After beach renourishment and outside sea turtle nesting season.
- **Mickler Blvd Ditch Mitigation**
Legislative Appropriation Request: \$3M. Recommend breaking out design/permitting/construction dollars over different years.
Scope: Armor ditches from A Street to 11th and 11th to 16th, modify driveway culverts, replace/upsized drainage structures at intersections.

DRAINAGE PROJECTS (Background/Current Status)

Mizell Pond Outfall Improvements [FDEM INSPECTION / GRANT CLOSEOUT]

Construction is complete and the facilities are operational. FEMA increased the approved Total Project Cost to \$2,936,144.00 and restored the Federal funding level from 62.63% back to the original 75%. These changes increase the Federal funding for the project by \$390,400.50, representing significant savings to the City. *Final Request for Reimbursement submitted 06/16/23. State (FDEM) final inspection is scheduled 06/28/23. FEMA closeout process to follow successful FDEM final inspection.*

Ocean Walk Drainage Improvements [PRE-BID] – Design and permitting is 95% complete with the exception of easements and private maintenance agreement. Design cost estimates indicate construction costs will exceed available funding. The Consultant revised plans to delete driveway trench drains and reduce project costs, however, the reduced estimate still exceeds available funding. On April 11, 2023, the St. Johns River Water Management District (SJRWMD) awarded a \$354,087 Districtwide Cost Share grant to help fund the project. SJRWMD funds cannot be used for any work completed prior to October 1, 2023, therefore the FDEP grant agreement has been amended to provide additional time to accommodate an October 2023 commencement of construction. Bidding of the project will take place late Summer with construction commencing in the beginning of FY2024. City contribution is approximately \$400,000. Met with Ms. Kempler to review

project status. *Requested peer review scope proposal (06/16/23) from consultant to evaluate current approach.*

Oceanside Circle Drainage [ON HOLD] – Construction bids were opened on January 19, 2023. The low bid was more than double the Engineer's estimate and exceeds available construction funding. At their February 6, 2023 meeting, the City Commission opted to reject all bids, re-budget and rebid the project in FY2024, possibly in conjunction with one or more other capital improvement projects, so as to potentially realize overall economies of scale. *No update.*

C.R. A1A / Pope Road Storm Surge Protection [PRE-BID] – The project will prevent storm surge from Salt Run from entering the City at Pope Road. Design (Phase 1 of the HMGP Grant) is 95% complete. SJRWMD and the Army Corps of Engineers issued letters stating no permit required. SJC ROW permit issued, exempt from fees. *City provided Phase I submittal to FDEM/FEMA for Phase II budget assessment. Bidding and Construction will commence upon receipt of executed Phase 2 construction agreement from FDEM.*

Magnolia Dunes / Atlantic Oaks Circle Stormwater Resiliency improvements [PRE-DESIGN STUDY] – Grant agreement complete. Pre-design study completion date is November 3, 2023. Design and permitting commence in December 2023; anticipate completion by December 2024. Construction anticipated to commence in late Spring 2025 and complete June 2026. *Pre-design study consultant contract executed 06/16/23. PO issued 06/26/23.*

7th, 8th, 9th Street Drainage Improvements [DESIGN] – Design completion by November 2023 with construction in FY2024. *Design/permitting consultant contract executed 06/14/23. PO issued 06/26/23.*

Stormwater Master Drainage Plan [DELIVERABLES REVIEW] – *Final report review meeting with consultant on 06/29/23. Questions about watershed sub basin delineation, 11th St project, weirs at roadways and GIS deliverable.*

Vulnerability Assessment Update [GRANT WORK PLAN DEVELOPMENT] – *Provided revised grant work plan to FDEP 06/20/23. Will apply for expansion for funding on/after July 1 to fund remainder of project.*

PARKS

Ocean Hammock Park Phase 2 [CONSTRUCTION] – Phase 2 improvements include handicap accessible restrooms (including an individual wastewater grinder pump station and force main), an outside beach shower, drinking fountain/bottle filling station, a handicap parking space, two (2) picnic areas near the parking lot, an informational kiosk, and a nature trail with interpretative signage. Construction is funded by park impact fees, ARPA funds, and a \$106,500 grant from the Florida Recreation Development Assistance Program (FRDAP). The parking lot is closed during construction and the beach boardwalk remains

open to pedestrian traffic. *Construction commenced February 27, 2023 and is anticipated to be complete during July 2023. RFR #1 (\$106,500) submitted 05/26/2023*

Ocean Hammock Park Phase 3.1 [REJECTED] – *Phase 3.1 (a portion of phase 3 including the central nature trail, upland/wetland plantings and observation deck) bid was rejected by the Commission on 06/05/23. Letter sent to FRDAP requesting conversion of future park development active recreation to passive conservation area.*

Dune Walkovers [CONSTRUCTION] – *Dune walkovers have been completed on 3rd Street, 4th Street 5th Street, 8th Street and B Street. Due to design challenges associated with beach erosion from Hurricanes Ian and Nicole, the remaining dune walkovers will be constructed in early late 2024, following completion of beach renourishment and sea turtle nesting season. Request grant time extension to late 2025.*

Streets / Rights of Way

2nd Street Improvements and Extension [CONSTRUCTION] – *West block extension: Water/ Wastewater Utilities, roadway gutters and stormwater piping installation are complete. Await water main pressure and bacteriological test results. Extension is prepared for paving. The 3rd Lane Ditch has been piped, awaiting TV inspection results. Underground electric conduit, services/transformers along extension are in design stage, coordinating with FPL. Needed easements are in acquisition phase. City meeting with FPL 06/28/23 and underground electric infrastructure installation projected over the next 6 months. East block/Widening roadway construction is moving forward and 3rd Alley CCTV inspection underway. Contractor project completion expected during August 2023.*

A Street to 1st Street West Parking Lot [DESIGN/PERMITTING] – *100% design plans and SJRWMD permit application submittal underway. Construction anticipated Winter 2023.*

PENDING ACTIVITIES AND PROJECTS

1. **LAND DEVELOPMENT REGULATIONS CHANGES.** The City Commission at its June 6, 2022, meeting considered an ordinance concerning erosion-resistant materials and the resurfacing of parking lots. It wasn't passed. The City Attorney and City Engineer are to prepare language for a new ordinance. Other changes to the Regulations: a. amending the sign code to allow commercial ground signs taller than 12 feet. The Commission reviewed changes at its April 3, 2023, meeting, the second draft of a proposed ordinance at its May 1st meeting and at its June 5th meeting passed on second reading. The ordinance will have a public hearing at the Commission's July 10th meeting; b. an ordinance to change Sections 6.01.03 (building setbacks), 6.03.05 (design standards for off-street parking) and 12.02.06 (concept review) had a second reading at the Commission's May 1st meeting and a public hearing and final reading at the Commission's June 5th 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.

3. **PARKING IMPROVEMENTS.** At this time, the only parking project is paving the dirt plazas on the west side of the Boulevard between A and 1st Streets. A civil engineering consultant did the design and permitting phase for a cost of \$15,000. The City Commission reviewed two concept plans and selected one where vehicles will enter the parking lot from 1st Street with the exit on A1A Beach Boulevard. The consultant is developing final plans, which will be used to apply for a permit from the St. Johns River Water Management District in July.

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

4. JOINT MEETINGS:

a. With the County Commission: No date has been proposed yet in 2023 for a meeting.

b. With the Comprehensive Planning and Zoning Board and the Sustainability and Environmental Planning Advisory Committee (SEPAC): No date has been proposed yet in 2023 for a meeting.

5. **UPDATING PERSONNEL MANUAL.** The entire Manual has been reviewed by an attorney familiar with Florida public sector personnel regulations and laws. She will submit a draft for City staff review at a date still to be determined.

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

a. Florida Recreation Development Assistance Program, \$106,500, for restrooms at Ocean Hammock Park. City match is \$35,500. To lower the cost, prefabricated restrooms were ordered and have been delivered to the Park. The cost of the restrooms was \$185,000. Money from the grant, recreation impact fees and the American Rescue Plan Act (ARPA) was used. Restrooms are being connected to water, sewer and electricity, and should be opened by the end of July.

b. Coastal Partnership Initiative: The City received a Partnership grant for \$60,000. It was proposed that this amount along with \$110,000 from American Rescue Plan Act funds would be used to construct a nature trail and scenic overlook in Ocean Hammock Park. The deadline for bids was May 23rd. One bid FOR \$826,210 was received. As this was well above the \$170,000 appropriated for this project, the Commission at its June 5th meeting rejected the bid and decided to ask the Florida Communities Trust (FCT), which provided grants to help purchase the Park, to allow the City to stop construction of any more facilities, such as the scenic overlook, in the Park. This will change the focus of the park from recreation to conservation. The request to the FCT was sent on June 12th.

c. Vulnerability Study Update. The City received a \$50,000 grant from the Florida Department of Environmental Protection's Resilient Florida Program. The grant will pay the costs to update 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.

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

a. Ocean Walk Subdivision. The subdivision is located on the east side of Mickler Boulevard between Pope Road and 16th Street. Earlier in 2020, the ditch that borders the subdivision's west side was piped. Ocean Walk residents complained that the piping of the ditch caused flooding along the subdivision's west side. To improve the flow of water, the Public Works Director had debris cleared from the Mickler and 11th Street ditches. The Commission approved the hiring of an civil engineering consultant, the Matthew Design Group. It provided a plan for swales, a pump station and other improvements. Also, in 2022, the City received a state appropriation of \$694,000 for the project and in 2023 an additional \$354,087 from the St. Johns River Water Management District. As the total estimated cost for the project is \$1.4 million, the staff will ask the Commission to appropriate the additional money needed in its Fiscal Year 2024 budget.

b. Oceanside Circle. This street is located in the Overby-Gargan unrecorded subdivision, which is north of Versaggi Drive. Three bids were received for a new, paved road and drainage improvements. As allm 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 money from the stormwater utility fee, or by assessing the owners of the properties adjacent to the street, or by grants.

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.

d. Pipes under Pope Road and A1A Beach Boulevard. Application for \$550,000, 75% of which will come from the Hazard Mitigation Grant Program. The contract with the Florida Division of Emergency Management has been executed. The Public Works Director prepared a Request for Qualifications for a

design consultant. The responses were reviewed and ranked by a City staff committee and the Commission at its September 12th meeting authorized the City Manager to negotiate with the firm ranked first, the Matthews Design Group. The contract was executed in October and the design has been completed. The City will submit the design to the Florida Division of Emergency Management for authorization to proceed to construction.

e. Magnolia Dunes/Atlantic Oaks Circle. Thanks to the efforts of Vice Mayor Rumrell, state representative Cyndi Stevenson and state senator Travis Hutson, \$1,200,000 was put in the state's Fiscal Year 2023, which went into effect on July 1, 2022. The appropriation survived the Governor's veto pen. The Florida Department of Environmental Protection prepared a grant agreement, which was signed in late October 2022. The next step is for the City to advertise a Request for Qualifications for a design consultant to do design and permitting work. At its February 6th meeting, the City Commission approved the staff negotiating a fee for services with Environmental Consulting and Technology of Jackson. Negotiations are under way. Once the consultant is hired, the pre-design study will be done in 2023, final design in 2024 with the construction done in 2025. The state will extend the grant agreement for an additional year. It will expire on June 30, 2026.

f. West end of 7th, 8th and 9th Streets. The Legislature in its 2023 budget approved an appropriation of \$90,000 for this project. The City has signed a grant agreement with the Florida Department of Environmental Protection (FDEP). Design and permitting work will begin in December 2023 and be completed by December 2024. The City has asked FDEP to approve this schedule. The City has issued a purchase order for a consultant to do the design phase of the project.

8. STORMWATER UTILITY FEE. The Commission decided at its October 4, 2021, meeting that the time to levy the fee wasn't right in light of the recent increase in the non-ad valorem fee for the collection of household waste and recyclables and the increase in property taxes due to the rise of property values in the City. The Commission discussed the fee at its October 3, 2022, meeting and approved having a public hearing on November 14th meeting. At that meeting, the Commission approved a resolution stating the City's intent to adopt the non-ad valorem assessment. At its March 6, 2023, meeting, the Commission adopted an ordinance that will allow the Commission to levy a stormwater utility fee in 2024. At that meeting, the Commission did not approve a budget resolution to appropriate \$13,000 for a civil engineering consultant to research the data needed for the City to propose a range of fees for the utility but as the fees cannot be recommended by the June or July deadline for submission of the range to the Tax Collector. Money will be requested in the FY 24 budget to pay a consultant to develop the range for FY 2025.

9. RENOVATING THE FORMER CITY HALL AND CIVIL RIGHTS MONUMENT. On March 23, 2022, the City Commission held a workshop, the purpose of which was to discuss with citizens the renovation of the second floor of the former city hall at pier park, future uses of the building and a civil rights monument. Ms. Christina Parrish Stone, Executive Director of the St. Johns Cultural Council, made a PowerPoint presentation that described the building's history and the \$500,000 historic grant that can be spent on renovating certain features of the building, such as the upstairs windows and exterior awnings, and a smaller \$25,000 grant that can be spent on interpretative signage for the building. Ms. Stone highlighted that the building's designation as historic by the federal government enhanced its eligibility for the \$500,000 grant. The outcome of the workshop is that the building is to be used as a cultural arts center with the second floor possibly having artists' studios and a small museum. Artwork outside the building,

such as a new civil rights monument to replace the old one that commemorates the 1964 civil rights struggle to integrate the adjacent beach, would be created. City staff will work with Ms. Stone and the Cultural Council on such matters as the building's structural strength, building code requirements to renovate the second floor, accessibility to the second floor for the public, fund raising and seeking citizens to serve as volunteers on a citizen advisory committee. The money from the \$500,000 grant must be spent by June 2024.

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

Ms. Parrish Stone provided an update report to the Commission at its October 3, 2022, meeting and another one at the Commission's March 6, 2023, meeting. At the latter meeting, Ms. Parrish Stone showed illustrations of the proposed civil rights memorial to commemorate the "wade in" of the City's beach in front of the former city hall in 1964. She and a local architect, Mr. Connor Dowling, also showed illustrations of the new, second floor windows and some interior renovations. The memorial and other work should be completed by this summer and will be paid by state grant funds. One delay is the columns along the building's north side to which the memorial panels will be attached may have to be replaced.

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

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

10. BEACH RESTORATION. According to the County's Coastal Manager, two million cubic yards of sand will be put on the beach from the middle of the state park south to the northern boundary of Sea Colony. The project will be done between November 2023 and the end of April 2024. The federal government will pay the entire \$37 million cost. At the City Commission's August 7, 2023, meeting, the Corps of Engineers will provide an update report.

11. NEW YEAR'S EVE FIREWORKS SHOW. The \$25,000 for the fireworks is provided from the bed tax by the County Commission. The contract for a 20-minute 2023 fireworks show will be signed in October. The City's Events Coordinator, Ms. Melinda Conlon, will work with the fireworks company on the music that accompanies the show.

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

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

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

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

c. Transportation Development Plan: The development of the plan involves several agencies, such as the County, St. Augustine, our City, the North Florida Transportation Organization and the Sunshine Bus System. On February 25, 2021, the City Manager attended by telephone a stakeholders' meeting for an update on the development of the plan's vision, mission goals and objectives. Most of the presentation was data, such as population density, percentage of residents without vehicles, senior citizens and low income and minority residents in the County and the areas served by the Sunshine Bus. The next stakeholders' meeting has yet to be announced. The agenda will include transit strategies and alternatives and a 10-year implementation plan.

d. Pedestrian Crosswalk Safety Signals. On A1A Beach Boulevard, the County Public Works Department has put flashing signals at five crosswalk locations. The County may put one more signal at F Street. This topic will no longer be included in this report.

e. Recycling Glass Containers. St. Augustine has a pilot program to test public use of a dumpster designated for glass containers. St. Augustine Beach will take what St. Augustine has learned and will put a glass recycling dumpster in a location on public property.

13. BEACH ACCESS WALKOVERS. Thanks to a grant of \$335,000 from the St. Augustine Port, Waterway and Beach District that augmented City funds, the City has constructed walkovers at 3rd, 4th, 5th, 8th and B Streets. In addition, St. Johns County rebuilt the existing walkovers at 2nd, 7th and 9th Streets. Additional walkovers will be constructed by the City after the beach renourishment project is finished in the spring of 2024. Possible locations for new walkovers are 6th, 10th and C Streets.

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

16. UNDERGROUNDING OF UTILITIES. At its May 2, 2022, meeting, the City Commission reviewed a request from the City Manager for referenda topics for the 2022 primary or general election. One possible referendum topic discussed was the undergrounding of utility lines. The Commission reviewed information concerning this topic at its June 6th meeting and decided to hold a workshop in August with representatives from Florida Power and Light. At its July 11th meeting, the Commission held a workshop for Tuesday, August 2nd with representatives from FP&L. The outcome was for City staff to prepare a Request for Qualifications for companies experienced with assisting cities with planning for undergrounding projects. The Commission reviewed the proposed RFQ at its September 12th meeting and decided not to advertise it but see whether the voters approve the additional one-cent sales tax at the November general election. As the tax wasn't approved, the Commission discussed undergrounding at its January 9, 2023, meeting and agreed with the City Manager's suggestion to request next summer that money be put in the Fiscal Year 2024 budget for consultant to prepare an estimate of the costs to do the undergrounding and what funding sources are available to pay the costs.

17. UPDATING STORM DRAINAGE MASTER PLAN. The City hired CMT, a civil engineering consultant, to do the update. CMT provided the preliminary update at the Commission's May 1st meeting. The final report was provided in June and will be reviewed by the City Engineer and the consultant.

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

19. NEW STREETLIGHTS ON 11TH STREET

The City has asked Florida Power and Light to put two new lights on the north side of 11th Street between Mickler Boulevard and the entrance to the Ocean Ridge subdivision. The City Manager has signed the contract for the lights. City Engineer will follow up with FP&L as to the status of this improvement.

20. OPENING 4TH STREET BETWEEN A1A BEACH BOULEVARD AND 2ND AVENUE. This is a platted street, most of which is unpaved. The City's policy is that the cost to open and pave such streets is paid by the owners of the lots adjacent to them and the City. The owners are charged an assessment. At its November 14, 2022, meeting, the City Commission approved the City Manager notifying the owners of the City's intent to open the street and charge them an assessment. In early December, the Manager

sent the notification letters to the four owners. In late February, one property owner in response to his inquiry was told the cost to construct the street would be between \$460,000 and \$500,000.

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