



AGENDA

**REGULAR CITY COMMISSION MEETING
MONDAY, OCTOBER 2, 2023, AT 6:00 P.M.**

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

NOTICE TO THE PUBLIC

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

RULES OF CIVILITY FOR PUBLIC PARTICIPATION

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

"Politeness costs so little." – ABRAHAM LINCOLN

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF MINUTES OF THE COMMISSION BUDGET MEETING ON SEPTEMBER 11, 2023, AND THE REGULAR COMMISSION MEETING ON SEPTEMBER 11, 2023
- V. ADDITIONS OR DELETIONS OF THE AGENDA
- VI. CHANGES TO THE ORDER OF TOPICS ON THE AGENDA
- VII. PRESENTATIONS
 - A. To Proclaim October 2023 as the 50th Anniversary of EPIC Behavioral Healthcare (Presenter: Ms. Patti Greenough, Chief Executive Officer)
 - B. To Proclaim October 2023 as Domestic Violence Awareness Month (Presenter: Kenlie Kubart, Development Director of the Betty Griffin Center)

- C. To Recognize October 16-20, 2023, as Florida City Government Week (Presenter: Max Royle, City Manager)
- D. Update Report Regarding Renovations to the Hotel Property/Former City Hall by Ms. Christina Parrish-Stone, Executive Director, St. Johns Cultural Council)

VIII. PUBLIC COMMENTS

IX. COMMISSIONER COMMENTS

X. PUBLIC HEARINGS

- 1. Ordinance 23-08, Public Hearing and Final Reading, to Renew the Natural Gas Franchise Agreement with TECO People's Gas System (Presenter: Max Royle, City Manager)
- 2. Ordinance 23-09, Second Public Hearing and Second Reading, to Amend Sections 6.01.04 to Allow Architectural Features to Exceed 35 Feet for Commercial Buildings Only, and 6.01.05 of the Land Development Regulations to Include Drainage Requirements for New Development (Presenter: Jennifer Thompson, City Planner)
- 3. Replacement of Publix Supermarket in the Anastasia Shopping Plaza: Request to Approve Final Development Plan (Presenter: Jennifer Thompson, City Planner)

XI. CONSENT

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

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

XII. OLD BUSINESS

- 5. City Charter: Appointment of Residents to the Charter Review Committee, Consideration of Resolution to Establish the Committee and Interview of Two Candidates to be the Committee's Facilitator (Presenter: Max Royle, City Manager)
- 6. Digital Plan Review: Continuation of Discussion to Implement (Presenter: Brian Law, Building Official)
- 7. Contract with City Manager: Continuation of Discussion (Presenters: Jeremiah Blocker, City Attorney; Max Royle, City Manager)

XIII. NEW BUSINESS

- 8. Magnolia Dunes/Atlantic Oaks Circle Subdivisions Drainage Improvements: Review of Options (Presenter: Jason Sparks, City Engineer)
- 9. Scheduling of Meetings: Workshop in October with City Boards Concerning the Vision Plan and Having November Regular Commission Meeting on the Second Monday, November 13, 2023 (Presenter: Max Royle, City Manager)

XIV. STAFF COMMENTS

XV. ADJOURNMENT

NOTICES TO THE PUBLIC

1. **NATIONAL NIGHT OUT.** Local first responders will host the event on Tuesday, October 3, 2023, from 5:00 to 8:00 p.m. at St. Johns County Pier Park.
2. **OCEAN HAMMOCK PARK.** At 4:00 p.m. on Wednesday, October 4, 2023, the City Commission will host a ribbon-cutting ceremony at the Park's restrooms. It will mark the completion of the second phase of amenities to the Park.
3. **SUSTAINABILITY AND ENVIRONMENTAL PLANNING ADVISORY COMMITTEE.** It will hold its monthly meeting on Thursday, October 12, 2023, at 6:00 p.m. in the Commission meeting room at City Hall.
4. **COMPREHENSIVE PLANNING AND ZONING BOARD.** It will hold its monthly meeting on Tuesday, October 17, 2023, at 6:00 p.m. in the Commission meeting room at City Hall. Topics on the agenda may include: a) Request for a variance for a non-conforming sign at the former Wendy's restaurant, 2040 A1A South; and b) Review of a proposed ordinance to amend the Land Development Regulations pertaining to parking requirements for business/promotional/sales permits on properties in the commercial land use district.
5. **FULL MOON LUAU FEATURING PRINCE PELE'S POLYNESIAN REVENUE.** It will be held on Saturday, October 28, 2023, from 6:00 to 9:00 p.m. at the Beach Pavilion in County Pier Park, 350 A1A Beach Boulevard.

NOTE:

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

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

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



MINUTES

SPECIAL CITY COMMISSION MEETING MONDAY, SEPTEMBER 11, 2023, AT 5:01 P.M.

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

I. CALL TO ORDER

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

II. PLEDGE OF ALLEGIANCE

The Commission recited the Pledge of Allegiance.

III. ROLL CALL

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

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

IV. REVIEW OF FISCAL YEAR 2024 BUDGET

- A. Discussion of Proposed Budget, Millage, and First Reading of Ordinance 23-06 to Adopt Operating and Debt Millage (Presenters: Max Royle, City Manager; Patricia Douylliez, Finance Director)

City Manager Royle reminded the Commission that the purpose of the meeting was to review the proposed budget, vote on the millage and budget ordinances, and set the date and time for the final budget meeting, which is usually the last Monday of September.

Finance Director Douylliez presented a PowerPoint on the fiscal year 2024 budget [Exhibit A]. She noted that there were several changes from the previously presented budget draft (listed on pages 1-3 of the agenda book), which mostly balanced out. She stated that this proposed budget is based on a millage of 2.5324, which is the highest we can go, that the roll back millage is 2.2386, and our current millage is 2.45. She explained that due to the \$7 million dollar cap on collection for our debt service millage, that is proposed to be lowered to 0.30 mills, lowered again next year for the final collection, and end for fiscal year 2026. The proposed total millage is 2.8324, which is lower than the current total millage of 2.95.

She remarked that the capital forecast for the next five years [Exhibit A-5] shows increasing percentages of project costs that must be covered solely by the City as opposed to grant or state appropriations. She commented that several projects have already been pushed to future fiscal years due to a lack of current funding, which is one reason we are looking at a stormwater utility fee. She stated that the costs of projects are escalating and implementing a stormwater utility fee will be key to maintaining and improving the City's drainage system. She explained that cash flow for projects is also a concern, since grants and state appropriations are typically reimbursed

quarterly so the City must pay costs up front and wait to be reimbursed, which sometimes leads to uncertainty with “borrowing” funds from other City accounts to pay normal operating expenditures. She stated that this budget removed \$321,200 out of reserves to balance. She is setting aside about \$59,000 for emergencies and contingencies, which will help to make changes within the budget year for unexpected situations, such as an air conditioner failing. She commented that when she was revising the budget, every time she found a possible reduction, she would also find a necessary increase. She noted that a section of the ceiling behind the Commissioners has a leak that must be repaired, and the first estimate is \$16,000; there is also a leak in the IT building above a main server, which at \$100,000 we cannot risk losing, so that must be repaired as well. She explained that appears to be condensation from the AC unit, but the exact cause is not known right now, so we cannot know the cost until the problem is found.

Commissioner Sweeny asked what the total difference was between the previous budget and the current. Finance Director Douylliez replied that she did not have the number at hand, but that it was mostly a wash, just a matter of moving amounts.

Commissioner Morgan asked where the \$321,200 removed from reserves was shown in the proposed budget. Finance Director Douylliez replied that it was a line item under Reserves at the bottom of page 10, “Transfer from Undesignated/Unreserved Fund Balance”.

Commissioner Sweeny asked where that leaves the City’s total reserve fund. Finance Director Douylliez replied that that would be based on the final millage and was summarized on page 6.

Commissioner George noted that funding was there for SEPAC (Sustainability & Environmental Planning Advisory Committee), but asked how the year-end funding would work for their projects. Finance Director Douylliez explained that if the City has been billed for services, the balance would go into reserves, and she would need to present a budget resolution for the difference in the new fiscal year to pull it into the budget. The balance wouldn’t go into reserves until the budget is officially closed on November 30, so bills could still be paid, but the services must have been rendered before September 30th.

Vice Mayor Rumrell commented that he is still having a hard time with the 2.5324 and still thinks the \$50,000 for the police body cams could be removed. He thinks it is a ‘want’ and not a ‘need’ at this point. He noted that the federal government offers some grants for body cameras and perhaps the City should pursue that option first. Chief Carswell agreed with the Vice Mayor’s comments and noted that they are a great tool that the Department could use, but does not need. He commented that there are very few complaints against our officers, only three this year, which is the primary use for body cameras. He agrees that that money could be used in much more needed places in the City. Vice Mayor Rumrell asked if a new employee would need to be hired to monitor the cameras and maintain the records produced. Chief Carswell replied that eventually that would likely be necessary; the Department currently receives about 7-10 record requests per week and the records need to be reviewed and redacted per law before being released. Vice Mayor Rumrell noted that the St. Johns County Sheriff’s Office and the St. Augustine Police Department already have body cameras and those agencies respond to major incidents alongside our officers.

Mayor Samora asked for the exact figure. Finance Director Douylliez stated that it was \$52,443. Commissioner Sweeny asked what the impact on the millage would be. Finance Director Douylliez replied that if the budget is reduced by \$59,799, the millage could be at 2.50. In that case, she would suggest removing the body camera line item and reducing emergencies and contingencies by the difference. Commissioner George agreed that she did not see a need at this point. Vice Mayor Rumrell noted that that reduction would lower the total millage to 2.80, which would be a big drop for the residents from 2.95. Commissioner George noted that future costs would be

astronomical with staffing, records requests, software costs, and equipment replacements. Vice Mayor Rumrell agreed and noted that a new server might even be necessary to handle the new volume. Finance Director Douylliez stated that the \$52,000 was just the contract cost and then another \$30,000 a year for the next four years, plus any staffing and IT needs. Chief Carswell commented that the cameras would need to be docked at the end of each day to upload the data and doing that all at once could strain the City's network. IT Manager Johns noted that the data upload speed was a concern, since the City is on an asymmetrical connection with faster download speed than upload, and we would likely have to increase our data plan to handle those uploads in addition to the regular overnight backups.

Vice Mayor Rumrell commented that the \$25,000 for Ocean Hammock Park was still in the budget, but he was under the impression that Assistant Public Works Director Adams was working on grants from the St. Augustine Port, Waterway, and Beach District. Finance Director Douylliez replied that that was left because any grant request will require a detailed analysis to know what we need to request and there are some minor repairs that need to be done right away. Vice Mayor Rumrell suggested asking for reimbursement for that \$25,000, if possible, in any grant requests.

Mayor Samora commented that budget season is a time of give and take and we can't have everything we want. He stated his opinion on body cameras is that it will just be a matter of time and is reluctant to put it off, but perhaps not this year. Commissioner Morgan agreed with the Mayor and commented that the longer it is put off, the more expensive it may become, and the City will have to make a decision on it.

Mayor Samora opened Public Comment.

Nick Binder, 232 Big Magnolia Court, St. Augustine Beach, FL, congratulated Vice Mayor Rumrell for being appointed to the Florida League of Cities' Legislative Policy Committee and hopes that will help get grants; glad to hear his comments on Ocean Hammock Park; it is key to manage the safety issues with splinter from the rails; would like the City to evaluate safe surface alternatives for Splash Park; noted there is no increase in the solid waste non-ad valorem this year; suggested basing that rate on building square footage.

Ken Champagne, 17 Sandpiper Drive, St. Augustine Beach, FL, stated that he was concerned that the proposed millage rate would increase his taxes by 7% and non-homesteaded properties by 13%, so he thanked the Commission for trying to get the millage rate down; he objected to attitude on body cameras, he would agree with proposed millage to pay for cameras; has heard same argument on needing to hire new employees to manage FOIA requests since Robert Hardwick was chief.

Dave Curley, 1005 Windward Way, St. Augustine, FL, asked if there was a line item adjustment for the 11th Street project.

City Manager Royle clarified that was referring to the fence on the canal adjacent to Commodore's Club. Finance Director Douylliez confirmed that it was, \$120,000 for a security fence for the 11th Street Canal.

Mayor Samora closed Public Comment.

Mayor Samora stated that the TRIM (Truth in Millage) notices have a lot of information on proposed rates, but that the City's total millage is going down about 4% at the proposed 2.5324 rate and about 5% at the 2.50 rate. Vice Mayor Rumrell noted that the rate appears higher because the County's highest proposed millage rate is also on the TRIM notice.

Mayor Samora asked for any further discussion on the budget. He stated that it's a tough year and the biggest question is whether to include body cameras or not.

Commissioner Sweeny stated that she still thinks body cameras should be included, but won't argue against Chief Carswell if he doesn't feel they are necessary. She appreciated that the overall millage was being reduced. Chief Carswell commented that he and his officers have no issue wearing body cameras, and some of our officers came from jurisdictions that already had them, but the City has other budgetary needs, and they would be more than happy to wear them if the funding comes through. Mayor Samora agreed with looking to see if federal or other funding could be found first, since it is something that will not be able to be moved much further down the road.

Mayor Samora asked Finance Director Douylliez for the procedure. Finance Director Douylliez stated that the first step is to approve Ordinance 23-06 for the millage, then Ordinance 23-07 to approve the budget.

Mayor Samora asked for a motion on the millage.

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

City Attorney Blocker read Ordinance 23-06 with the 2.50 and 0.30 millages above in full.

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

Motion passed unanimously at 5:47 p.m.

Mayor Samora closed Item IV.A.

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

Mayor Samora asked for a motion on the budget.

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

City Attorney Blocker read Ordinance 23-07 in full.

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

Motion passed unanimously at 5:50 p.m.

Mayor Samora closed Item IV.B.

- C. Confirmation of Date and Time for Second Public Hearing and Final Reading of Millage and Budget Ordinances for FY 24 on Monday, September 25, 2023, at 5:01 p.m. (Presenter: Max Royle, City Manager)

There was consensus to hold the second public hearing on Monday, September 25, 2023, at 5:01 p.m.

Finance Director Douylliez thanked the City employees who came to the meeting to support the budget and noted there were employees from every department in the audience.

V. ADJOURNMENT

Mayor Samora asked for a motion to adjourn.

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

Mayor Samora adjourned the meeting at 5:52 p.m.

Donald Samora, Mayor

ATTEST:

Dariana Fitzgerald, City Clerk



MINUTES

REGULAR CITY COMMISSION MEETING
MONDAY, SEPTEMBER 11, 2023, AT 6:00 P.M.

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

I. CALL TO ORDER

Mayor Samora called the meeting to order at 6:02 p.m. and asked for a moment of silence to acknowledge the importance of 9/11 and recognize the men and women who lost their lives on this day.

II. PLEDGE OF ALLEGIANCE

The Commission recited the Pledge of Allegiance.

III. ROLL CALL

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

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

IV. APPROVAL OF MINUTES OF THE COMMISSION BUDGET MEETING ON JULY 31, 2023, AND THE REGULAR COMMISSION MEETING ON AUGUST 7, 2023

Motion: To approve the minutes of the special Commission budget meeting on July 31, 2023, and the regular Commission meeting on August 7, 2023. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner Sweeny. Motion passed unanimously.

V. ADDITIONS OR DELETIONS OF THE AGENDA

City Manager Royle requested that Item XIII.6 be removed because he and the City Engineer need more time to firm up the proposal, so there would be no point bringing it to the Commission at this time. He also requested two additions: one is a proclamation for Constitution Week and the other is a presentation from the Cultural Council regarding the possibility of a grant for the old City Hall property. The Commission agreed to place the additions under Presentations.

VI. CHANGES TO THE ORDER OF TOPICS ON THE AGENDA

Mayor Samora requested that Item XI.1 be pulled from Consent Agenda and moved to Item 1 under Old Business to correct an error.

VII. PRESENTATIONS

Deborah Geanuleas, 233 North Forest Dune Drive, St. Augustine Beach, FL, presented a draft of the Proclamation to recognize September 17th through the 23rd as Constitution Week [Exhibit A].

She advised that she is a member of the Maria Jefferson Chapter of the Daughters of the American Revolution, and this year is the 236th anniversary of the signing of the Constitution, the document that gives form to our Federal government, which is the longest standing written and codified national constitution in force in the world. The Maria Jefferson Chapter will celebrate with a bell ringing ceremony in the City of St. Augustine's Plaza de la Constitución on September 17th at 3:30 p.m. and that everyone is invited to bring a lawn chair and their bells. She said that at 4:00 p.m. there would be a gun volley to commence two minutes of bell ringing by churches, fire departments, etc. She said that as we remember 9/11 today, to always be mindful of two of our nation's national icons, the Statue of Liberty and the American eagle. Since our country was born, we as a nation have given life to the self-evident truth that became the bedrock of our country's character. She noted that on July 4, 2026, that we would be celebrating the 250th anniversary of our independence. She thanked the Commission for considering this proclamation.

Motion: To approve the Proclamation for Constitution Week. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner Sweeny. Motion passed unanimously.

Brenda Swann, Associate Director of the St. Johns Cultural Council, 184 San Marco Avenue, St. Augustine, FL, provided an email [Exhibit B] describing a National Park Service grant for up to \$750,000 for the continuation of the beach hotel. There is a historic preservation easement requirement with the State Historic Preservation Officer to maintain the building in a manner consistent with the Secretary of the Interior's Standards for Historic Preservation for a period of twenty years if the full amount is granted and fifteen years if either \$250,000 or \$500,000 are granted. She said that the City as owner would enter into this agreement to maintain the building with its National Registry qualifying features and the Council would like to find out if it would be a possibility before we apply because these grants take time but that they may apply either way.

Mayor Samora asked if there were any specifics regarding the easement. Ms. Swann advised that the main thing is a section in the easement under "enforcement", and if it is ever found to not be in compliance, that the City would have to pay to get it back to where it needed to be, which is enforceable through the courts via the easement.

Commissioner Sweeny asked if it applied to the interior and the exterior of the building. Ms. Swann advised that the interior does not have anything to do with its National Registry status. Commissioner Sweeny asked if the easement would limit the use of the building. Ms. Swann said no but that it has to be for public use.

Commissioner Morgan asked if it would affect the current tenants. Ms. Swann advised that it would not. Commissioner Sweeny said that the Cultural Council's contract for the building is up in a couple of years, and she asked if it would tie the City in any way to the contract. Ms. Swann said no and that this would strictly be between the City and the State Historic Preservation Office.

Commissioner George asked what the expected intended use would be for the funds. Ms. Swann advised that it would be to continue with the project that was laid out. She said that they are finalizing with the contractor next week to start repairing what is there now and to use most of the \$500,000 grant that they already received to make it look beautiful from the outside, but it would not go much farther than that. So, to do some of things that are needed on the inside and make the upstairs usable, it would go as far as it could to do that.

Mayor Samora asked if the easement would need to be in place at the time of the application. Ms. Swann said no, only if they get the funds. Commissioner Sweeny asked what the timeline would be. Ms. Swann advised that it would start a year from now. Mayor Samora confirmed the City has time to put something together and review the easement and, at this point, the Council just wants to know if the Commission is open to it. Ms. Swann said yes.

City Attorney Blocker advised that if the Commission is in favor of this that there could simply be a motion and second to move forward. He said that obviously we have to see how this application goes through and the amount, which will guide us for doing the easement. He said that it would come back to the Commission in its final form for its final approval. Mayor Samora asked if a consensus was all that would be needed now. City Attorney Blocker said yes.

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

Mayor Samora asked if there was consensus for this. Commissioner George agreed with it and noted that it is a temporary easement. She asked if the Council needed anything formal to present with the grant application. Ms. Swann said no, and that they just wanted to find out if the City was open to it. Mayor Samora asked the Council to provide something for the Commission to look at as far as the easement. Ms. Swann agreed.

It was the consensus of the Commission to agree with the proposal.

Mayor Samora moved on to Item VIII.

VIII. PUBLIC COMMENTS

Mayor Samora asked for everyone to please address the Commission as a whole. He advised that this is for non-agenda items and to hold agenda item comments for when that item is discussed. He asked everyone to fill out a speaker card, to state their name and address for the record, and that they would have three minutes to speak.

Nicole Miller, 214 12th Street, St. Augustine Beach, FL, asked the Commission to take into consideration two areas of concern especially Item XIII regarding stormwater drainage in the City; she reached out to the City of St. Augustine Beach and the County regarding this topic; as a resident of the City, she would like the Commission to be acutely aware of her extreme concern for the City's infrastructure to be able to withstand resilience to a changing climate; EPA document 430-F-16-11 informed that the State of Florida will be impacted by a changing climate such as rising seas, retreating shores, and intensifying hurricanes; across the nation, most activities to protect communities from flooding are done by local agencies; has concerns for the City to readily adapt and prepare for resiliency of these impacts and she implored the Commission to explore local, state and federal programs that may provide assistance for preventative and active building of climate resiliency for our City; it is already on the City's radar, but she wanted it on the record; wanted to make the City aware of a drainage issue at the end of west 12th Street and after two or three days of rain, the stormwater pools in large areas at the dead end of the street; during storms water can be seen moving from A1A down 12th Street into driveways and yards; it does not appear that all the water is making its way to the culvert; water also pools behind the properties on north 12th Street in the City owned alleyway, which could last for weeks after it rains; asked the Commission to investigate the drainage issues between 11th and 13th Streets and identify mitigations for this consistent issue.

Mayor Samora asked Ms. Miller to email her document to the City Clerk.

Jim LeClare, 115 Whispering Oaks Drive, St. Augustine Beach, FL, said that some roadways have signage indicating that certain people take care of them and maybe the City could do it for the Ocean Hammock Park boardwalk, such as Whispering Oaks could sponsor twenty feet, and so on.

Mayor Samora closed Public Comment and asked the Public Works Director if he was aware of the drainage issues on 12th Street.

Public Works Director Gatchell advised that he was not aware of any but that he would check on it. He said that the alleyway between 12th and 13th Streets has a drainage system in it that is on the list to be replaced, which would be a major overhaul because there are a lot of trees that

would need to come out for it to be done. He said that the City owns the alleyway and that there is a pipe toward the west end that goes down to 3rd Lane.

Vice Mayor Rumrell asked if the Engineering Director included that on the appropriations request for Tallahassee. Engineering Director Sparks said that it was not included but it is on the radar. He said that the Vulnerability Study, which is one of our capital projects that we have grant funding for in FY 2024, will help us to identify an adaptation plan and recommendations for drainage improvements throughout the City to help make our infrastructure more resilient.

Mayor Samora moved on to Item IX.

IX. COMMISSIONER COMMENTS

Vice Mayor Rumrell gave a shoutout to all the Parrot Heads since we lost the iconic Jimmy Buffett on September 1st. He advised that, regarding Mr. Binder's comments, he has been appointed to the Land Use and Economic Development and Policy committees for the Florida League of Cities and that they are working on some initiatives to take to Tallahassee as a collective group of cities. He said that he is excited to be a part of it and that they just had their first meeting last Friday where they talked about the Bert Harris Act and the Live Local Act. The Live Local Act, which probably would not affect the City, allows commercial property to be used for workforce housing or market rate housing and could be built as high as they want to build. The Live Local Act did pass, and he believed that there were some unintended consequences because of it and that he would keep an eye on it.

Mayor Samora asked how often the committees meet. Vice Mayor Rumrell advised that they meet once a month for the first three months and in November he would also have the Policy Committee. Mayor Samora thanked him for being involved.

Commissioner George extended her recognition for 9/11 and thanked the Mayor for the moment of silence at the beginning of the meeting.

Commissioner Sweeny thanked the ladies for their proclamation and said that she had the pleasure of traveling to Philadelphia last weekend where she visited Constitution Hall, the Liberty Bell, etc. and it never gets old embracing the history of our country. She gave a shout out to the Police Chief and Officer Donovan Green and said she received a photo of Officer Green helping a gentleman in a wheelchair cross the street, which really embodied the excellence of our officers and how they respond to our citizens. Chief Carswell advised that he sent the photo out to the staff and that Officer Green was very appreciative.

Commissioner Morgan thanked the Vice Mayor for attending the League of Cities. She said that she had the opportunity to see the weir in action just before Hurricane Idalia was expected. She said that she was very impressed and was appreciative of everyone showing her the details of what the City does to prepare. She said that she drove by the weir several times and that it has been very low.

Mayor Samora advised that he had lunch with the City of St. Augustine's Mayor, Nancy Sikes-Kline, and the Mayor of Avilés, Spain, Mariví Monteserín, which was quite interesting. He said that they are working on a recognition celebration of the 100th anniversary of being sister cities.

Mayor Samora moved on to Item XI.

X. PUBLIC HEARINGS

There were none.

XI. CONSENT

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

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

***This item was moved from Consent to Old Business to discuss a change.**

Mayor Samora advised that we discussed it and wanted to support the cause but that there were some concerns about the language of supporting a constitutional amendment and that is why he asked to have it pulled from Consent. He said that the resolution that was drafted still said that we support a constitutional amendment and that he wanted to have a chance to discuss it. Commissioner Sweeny said that it is only in the title, which may have been an oversight, that she appreciated the work that was done to redraft the language, that she felt much more comfortable with it, and to just correct the title. City Attorney Blocker agreed. Vice Mayor Rumrell thanked the City Attorney for rewording and supporting it.

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

Motion: To approve Resolution 23-06 with removal of “Constitutional Amendment” from the title. **Moved by** Commissioner George, **Seconded by** Vice Mayor Rumrell. Motion passed unanimously.

Mayor Samora moved on to Item XII.3.

2. Budget Resolutions 23-12 and 23-13, Miscellaneous Adjusts to the Fiscal Year 2023 Budget and for the Mizell Road Weir Project

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

XII. OLD BUSINESS

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

City Manager Royle advised that last month the Commission heard from Mr. Jason Roth with TECO Peoples Gas, and that he agreed with the terms that were requested to be changed in the Franchise Agreement. He advised that it is basically a fifteen-year term beginning this year along with the insurance adjustment that TECO agreed to.

Mayor Samora advised that everything that was discussed seemed to be addressed.

Commissioner George asked the City Attorney if he had any concerns with the updated draft. City Attorney Blocker advised that he reviewed it and appreciated that it was provided promptly. He said it seemed to incorporate all the feedback and recommendations from the Commission.

Mayor Samora opened Public Comment.

Jason Roth, TECO Peoples Gas, 3712 Pine Street, Jacksonville, FL, thanked the Commission for being easy to work with. Vice Mayor Rumrell said that there were questions in this morning's town hall meeting regarding the Publix remodel and he asked if TECO goes to that shopping center. Mr. Roth showed a map of their boundary lines [Exhibit C], which indicated that TECO does include that shopping plaza.

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

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

City Manager Royle advised Mr. Roth that there would be one more reading on this ordinance on October 2, 2023.

Mayor Samora moved on to Item XII.4

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

City Manager Royle said Commissioner George had asked that the bullet points that he mentioned in a memo from June 30, 2023, be included in the contract, which has been done. He outlined the suggested changes and that the initial contract was for one year. However, in the August meeting, the Mayor and the Vice Mayor suggested two years. He said that he suggested a further modification to that, and that rather than the contract end on September 30, 2025, that it go until June 1, 2026. He said that at the Commission meeting in January of 2026, that he would notify the Commission that there is an end date, which would give that Commission the opportunity to decide what they wanted to do.

Mayor Samora suggested to walk through the contract, and he asked for Commissioner discussion.

Commissioner Morgan suggested that the City Manager should let the Commission know his plans in September or October of 2025 instead of January 2026 and then we could grant an extension through June 1, 2026. Mayor Samora said that it would keep it in line with the fiscal year, which he liked.

Commissioner Sweeny questioned whether we would ask the City Manager to indicate what his plans were prior, because if we wait until September 30th to have that conversation with him, then the contract would be over, and we would possibly be left with no one. She would like to have something built in so that the conversation would happen prior to September 30th. Commissioner George and Vice Mayor Rumrell agreed. Commissioner George said that we would need notice rather than waiting and she suggested at least ninety days.

Mayor Samora asked if we would want to have the discussion about an extension ninety days prior to the expiration of a two-year contract. Commissioner George questioned whether ninety days would be enough or should it be one hundred and twenty days. Vice Mayor Rumrell agreed with one hundred and twenty days. Commissioner Sweeny agreed with one hundred and twenty days and suggested that maybe it could be an agenda item for the Commission to discuss.

Mayor Samora asked the City Attorney if he could put the extension option into contractual language executable one hundred and twenty days prior to expiration of the contract. City Attorney Blocker said yes, and that one possible recommendation would be a notification requirement that would trigger the City Manager to provide notice to the Commission on whether he intends to pursue that as a possible option until June 2026 or that there be a ratification or approval process on the part of the Commission. He said there would be a formal requirement for him to notify and then the Commission could decide whether to accept that and trigger a possible extension.

City Manager Royle suggested to add if the Commission in office at that time decided not to extend him beyond the two-year 2025 date, that it would be considered a termination without cause and then he would be entitled to five months of severance pay. Vice Mayor Rumrell said that he did not think that we would make the decision of voting to get rid of him at that time and that his contract would just expire on that September date. For example, if the City Manager comes to the Commission and says that he is ready to retire, then you have that option. And if we do not renew it through June, we are not asking you to leave prior to that, so I do not know how that would work. City Attorney Blocker said to clarify what the City Manager is asking for, the

original contract stated that it would expire on September 30, 2025, which would stay in place, but allow an extension until June 1, 2026, and that he would have to notify the Commission and that extension would have to be approved in advance. So, one hundred and twenty days prior to September 30th, the City Manager would notify the Commission and then the Commission would decide whether they want to go forward with that extension to June 1, 2026. He said that it would not be a termination.

Commissioner Sweeny said that she believed that what the City Manager is saying is that if we do not give him the renewal, then he wants that to trigger something in his contract and not renewing or extending his contract would mean that we are terminating him without cause, and he would then be entitled to the payouts. She said that she would not be in favor of that.

Commissioner Morgan said that her wording could have been better and that she wanted to offer the City Manager the option to extend it until June, but rightfully so, we would need to know before that. She said that if we are trying to keep in line with the fiscal year as well as give respect and recognition of his years in service, that he would like it to be June 1, 2026. She said that it is still quite a ways away and that is why it feels like maybe we need to make the contract two years and offer him the option of extending it. City Manager Royle said that if the contract is worded that way, then he is the decider.

City Attorney Blocker advised that essentially City Manager Royle would be the decider and he would have up to a certain point to notify the Commission and it would be his option to go until June 1, 2026. City Manager Royle agreed. City Attorney Blocker advised that if the Commission is in favor of that, we could iron out those details. He said to clarify, it would not be the Commission's decision to accept it, it would be the City Manager's option and there would just need to be a built-in notification process.

Commissioner Morgan said that she just wanted to have something that would allow us to stay on the appropriate calendar and fiscal budget year but allow him the option to extend if he wanted to. City Manager Royle said that that was fair.

Mayor Samora said that he would like to see the language and that he is fine with trying to put that into the contract. Vice Mayor Rumrell questioned whether June 1, 2026, would be the City Manager's last day or that the Commission could extend it at that point. He said that we still have to figure out how to give notice, because even if the sitting Commission in 2026 tells the City Manager to go enjoy life or he decides to go enjoy life, we still need to have notice. Commissioner Sweeny said that she believed that he already put in in the contract that he would notify the Commission by January of 2026. Vice Mayor Rumrell said that would give us six months. Mayor Samora suggested moving that date to June 1, 2025, which is approximately one hundred and twenty days prior to the end of the two-year contract that would expire at the end of the fiscal year, which is a year out from what he is currently proposing as a retirement date of June 1, 2026.

Vice Mayor Rumrell suggested wording it as a two-year contract with a one-year renewal by the Board. Commissioner Sweeny said that is where we were, and it is not really by the Board. Vice Mayor Rumrell said that he would like it to be by the Board. Commissioner Sweeny agreed that it should be done by the Board. Commissioner George said yes. Vice Mayor Rumrell said because it would be whoever is on the Board at that time. City Manager Royle said that if that Board's decision is termination, that he wanted to have some financial numeration for that decision.

Commissioner George asked if there was any current severance. Vice Mayor Rumrell said that there is no existing contract. Commissioner George said that it seemed odd to add it now with all the other benefits that we have historically been able to accrue. City Manager Royle said that he gets the same benefits that all the other employees get. Mayor Samora said that the employees do not get severance at the end of a contract or end of employment either. City Manager Royle

said that employees do not have contracts. Commissioner George advised that employees also have not had super-majority protection for the last thirty years.

Commissioner George said that no disrespect was intended, but in our financial situation it is difficult to justify. Whenever he retires, the City would have to pay out a lot in accrued benefits, which is no different than other employees. But to create a precedent for not only you, but for all other future employees, creates a big risk and a financial burden. City Manager Royle advised that there would be no precedent created for any other employee unless they have a contract.

Vice Mayor Rumrell said that he would like to see the legal of that just to see how it would look. City Attorney Blocker said that if it was “for cause”, it would generally trigger certain protections. If there is a parting of ways that is not for cause, that under Florida law, there are some statutory provisions. What would be unique about this situation is that it would be a moving target of when the actual termination would be. He said that we are starting right before the start of the next fiscal year but with a deference of consideration for moving it to June 1, 2026. He said that he had never seen that in place, which does not mean that the Commission could not approve it, but it would be unusual. The trigger for severance is so that State employees have some type of protection if they are not wanted anymore, or they have moved somewhere else, and this would be kind of using that for this unique situation.

Vice Mayor Rumrell said that if it took more than one hundred and twenty days that he would be okay with continuing to pay the City Manager until there is a new administrator as a transition. He said that he would just need to see it. He suggested that the City Manager should talk to each Commissioner individually so that we are not blasting all at once.

Mayor Samora said that the devil is in the details on this one and that maybe the City Attorney could draft something and then we could revisit the details. Vice Mayor Rumrell said that it is something that we can work out. City Attorney Blocker said that we could look at a couple of different options, such as one option where the Commission makes the final decision, and we can identify the language that makes the most sense. City Manager Royle suggested that it should not be a matter of which side makes the decision, but that we make the decision together. City Attorney Blocker agreed but said that the difficulty is that the Commission can only speak in this setting because of the Sunshine Law, and we have to work within that nuance in a timely manner.

City Manager Royle said that he would hate to think that he would be thrown aside after thirty-four years with the City. Mayor Samora advised that he is confident that that is not the will of this Commission and that we value you and your service. He said that when you make the decision to no longer provide your services, that we do it in a fair way that is equitable all the way around. City Manager Royle said that he has never owned this job, it has owned him. He said that he was hoping to come to some agreement but, psychologically speaking, he does not want to be treated in a way that is harmful. Mayor Samora advised that we would trust in the City Attorney to see what he can produce for us and that we could all speak with the City Manager as well.

Mayor Samora moved on to Section B of the proposed contract regarding “Termination and Severance Pay” and if the City Manager voluntarily resigns or retires, he is to give forty-five days’ notice. City Manager Royle suggested six months because city managers follow each other through the various grape vine news sources and in some cities the process is quicker than others, but you cannot accomplish a nationwide search in forty-five days. There is still a dilemma to promote from within because then you need to find a replacement for that position. It was the consensus of the Commission to agree with the City Manager’s suggestion of six months’ notice.

Mayor Samora moved on to Section C of the proposed contract regarding “Performance Evaluations” and that City Manager Royle’s suggestion would be to simply change the wording so that the Commissioner’s comments would be sent to the City Attorney because the Mayor would

not know the other Commissioner's findings due to Sunshine Law regulations. City Attorney Blocker said that it is important that there not be two-way communication. He advised that the Commissioners could provide feedback to the Mayor as long as they are not discussing it with him and then the Mayor could summarize with the City Manager. He said that he believed that was the practice with other places and that the key is no two-way communication. Mayor Samora said that we would leave Section C as written.

Mayor Samora moved on to Section D of the proposed contract regarding "Automobile", which currently has a \$1,000 annual allowance. The City Manager suggested that the City adopt the Federal reimbursement rate, which is standard practice, so the City will adopt that rate. He said that the travel distance outside of the City was written as a "one-hundred-mile radius". The City Manager's suggestion would be reimbursement for anything "outside of the County". The Commission agreed with that change.

Mayor Samora moved on to Section E, Page 9, Section 22 of the proposed contract regarding "No Reduction of Benefits", which specified "Department Heads". City Manager Royle said that there is a conflict because what is actually stated in the Charter is all "City Employees". Mayor Samora said that we would want to stay consistent with what is in the City Charter, and it should be changed to all City Employees. Commissioner George asked for clarification about the reduction of benefits. Mayor Samora explained the conflict with the wording. Commissioner George said she understood.

Mayor Samora moved on to Section F of the proposed contract regarding "Terms and Conditions of Employment", which is simply changing the wording from "City Council" to "City Commission".

City Attorney Blocker recapped the changes. He said that for the first change to Section A, he would get with the City Manager to work together to make sure that his wishes are accurately represented and that he would get with each of the Commissioners to try to draft it in a way where there are options. He said that the key distinction here is the timeline and whether it is simply an option that is exercised by notice, or some approval process built in by the Commission. He asked if that is accurate and fair. Mayor Samora and Commissioner George said yes. Mayor Samora said that if there is an approval process, that he believed the City Manager was looking for some renumeration there. City Attorney Blocker said that depending on what process is identified, there be some type of severance but that he believed there was no consensus on that. Mayor Samora agreed that there was no consensus. City Attorney Blocker said that it would be off the table and be rewritten in a way that satisfies both parties. He said that this would be done in a fair way and that he has encouraged the City Manager to seek out legal advice from another competent attorney that could give him good advice.

Mayor Samora asked the City Attorney if he was comfortable with his direction and bringing it back to the Commission. City Attorney Blocker said yes.

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

Mayor Samora moved on to Item XIII.5.

XIII. NEW BUSINESS

5. Pumping of Stormwater from Private Property: Discussion of Policies (Presenters Max Royle, City Manager; Ken Gatchell, Public Works Director)

City Manager Royle said the City Attorney suggested he bring this to the Commission because staff has had this long-term practice of helping with the drainage problems in the vicinity of Ocean Trace Road. He showed an aerial photo that identified Pond #1, which is owned by Bill Brothers who owns the Atlantic Beach and Tennis Club and the streets adjacent to that pond, and Pond #2

is in the middle of the Sabor de Sal subdivision south of Ocean Trace Road. He said that in the past, staff have received calls from people living adjacent to either pond saying that the water is rising, and they asked the City to come and pump it down and we have done that. He said that in effect we have taken public resources for a private purpose, which is probably something that cannot continue. He said that he talked to a gentleman on the phone last week who seemed to be onboard with the Sabor de Sal community developing their own Homeowners' Association (HOA) because it is the only way to solve the problem. They have to decide as a community what they are going to do and how to develop a stormwater management plan if they fear that the water in Pond #2 would affect their private homes and that gentleman seemed to agree with it. He said that he is hoping that that gentleman would spearhead for that pond.

City Manager Royle said that Pond #1, owned by Mr. Brothers, is more complicated. There are adjacent condo properties that Mr. Brothers has no control over, and we do not know if their parking lot drains towards his pond. He said that the City itself cannot engage a drainage engineer to give us advice and that it would be up to Mr. Brothers if he is interested in doing that. The City cannot continue pumping down his pond every time we get a phone call and that he has seen it nearly going into their homes on the east side. He said that his purpose is to seek guidance or consensus from the Commission but that he believed that we need to ask these people to mobilize themselves to solve a problem that is affecting their private properties.

City Manager Royle advised that Mr. Brothers had been pumping with his own equipment from his pond to the City's Linda Mar subdivision drainage system. He said that the Water Management District representative that attended a recent meeting with those homeowners was not pleased about that, and it may be a violation of our permit by allowing discharge into our system from an unpermitted agency or entity, which is something else that we need to consider. At this particular time, we do not want to leave the property owners in a lurch during hurricane season, but he is hoping in 2024 that they will make arrangements to start the process to solve their water management problems.

Mayor Samora said to make sure that everyone is clear, we are not going to walk away from this situation through this hurricane season. The City will be there to provide relief if necessary as we have done in the past. The issue is whether we can allow this to continue moving forward. He said that it sounded like there were many reasons that we cannot continue to pump private ponds out into public stormwater facilities. City Attorney Blocker agreed because of the line between public and private property. He said that on a case-by-case basis, and in limited circumstances, the City could agree to do it but that it would require a hold harmless agreement and an easement, which we do not currently have. There are also other legal constrictions and challenges with the City continuing to do it and also the public policy, which is why it is important to bring it to the Commission's attention because of the ethical and legal challenges. He said that this does not take away from the real issues that the residents are dealing with, but with budget constraints, the Commission is the only one that that can approve those types of measures.

Commissioner George asked if there were other ponds in the City that are also privately owned, such as the one behind Sea Oaks. City Manager Royle advised that the City is responsible for it. Commissioner George said that if we are going to change the historic approach on these ponds, that we be consistent, because we cannot just single out one area. She suggested to use it as a housekeeping opportunity to determine if there are other private ponds that the City might be called upon in the future so that everyone gets notice at the same time.

Mayor Samora asked the Public Works Director if he had knowledge of any other private ponds that the City is maintaining or pumping. Director Gatchell advised that there are no other private ponds that the City maintains. He said that all the ponds in Anastasia Dunes drain into the 5th Avenue system, which was permitted. [Someone spoke from the audience away from the

microphones and could not be retrieved for the minutes.] Director Gatchell advised that it is all incorporated into the St. Johns County Master Storm Plan. [Someone spoke again from the audience and was not able to be retrieved for the minutes.] Mayor Samora advised that the discussion needed to be kept between the Commission and staff until public comment, and that everyone would have the opportunity to address the Commission.

Director Gatchell advised that all the other ponds are either incorporated into our Master Stormwater Plan or the City does not touch them at all. Mayor Samora asked the Engineering Director if he agreed. Engineering Director Sparks said that he would tend to agree with the Public Works Director and that we have easements in place for the ponds that the City operates and maintains.

Mayor Samora agreed that we should do our due diligence and make sure that there are no other surprises out there. He said that Director Sparks was very involved and took over where Mr. Tredik left off by trying to help residents of the various entities in that area and we knew this would be a struggle getting everyone onboard to come up with a solution. He thanked Director Sparks for his efforts in doing that and asked if he had any suggested guidance for them or any information from the latest meetings.

Engineering Director Sparks advised that at the latest meeting, Mr. Brothers' pond was an effort from the condo owners on the north side and he believed that he heard them talking about Mr. Brothers allowing them to perform some geotechnical investigation into the pond bottom and the sediment that needed to be cleaned to open it up and increase the percolation rate. He said that there are some residents from Sabor de Sal here tonight and the City Manager had mentioned earlier about the formation of an HOA or alliance that could help facilitate a drainage evaluation of the inputs going to their pond. He said that he believed that we had facilitated that and that he supported what the City Manager said about the City's system on Linda Mar. When the Water Management District permits subdivisions and/or drainage systems, they size them for the roadways and the City property that they drain and additional inputs into the system could compromise the downstream properties and the capacity of the systems to function properly.

Mayor Samora advised that we brought resources together and the Water Management District representative had some suggestions as well. Director Sparks advised that the Water Management District came out and did inspections and made recommendations and there were also some contractors and a community management company there.

Mayor Samora said that this discussion started some time ago and, as a show of good faith, the City tried to help facilitate bringing solutions forward for the collective associations and interested parties, but now he is hearing that it is time for them to pick up the ball and run with it.

Commissioner George said that for decades the City had always taken some responsibility and she asked what the City could do to help the private property owners and whether there was an existing tie in that was anywhere feasibly close to our stormwater system. Mayor Samora said that one solution, which is happening now in emergency situations, is pumping it to Linda Mar but that it would need to be permitted, have proper legal documents in place, have easements, etc. and it could be as simple as that. He said that there isn't one solution but there are several options available.

Vice Mayor Rumrell said that he had three concerns. The first concern is for the residents and not only the residents being affected by it, but also the residents in Linda Mar. His second concern is what that does to our permit and that Mr. Conkey from the Water Management District is here and he would like to ask him to address that. His third concern is what Mr. Brothers' responsibility is to maintain his pond through his permit. He said that this seemed more of a civil matter and

not the City's because it sounded like it was either the people against Mr. Brothers or Mr. Brothers against the people and that there are a lot of ramifications that could become a bigger issue.

Commissioner Morgan said that when she first read this it gave her a lot of heartburn and that she did not want the City to leave our residents in a lurch. However, as a lawyer, she did not want the City to provide assistance without some kind of written permission or easement to be on this property along with a hold harmless agreement or something of that nature. Whether it is in an emergency capacity because of a storm or something else, we need a reciprocal agreement and to be as fair as we can. She said that she was glad that this had been brought to a head and to continue to move forward with providing whatever assistance the City can and to have all the appropriate documentation in place, which the City Attorney could help us with. She has seen situations like this get out of hand and she does not want that to happen, and she would like us to continue working cooperatively together to figure out a way to help with the drainage without causing a liability issue for the City.

Commissioner Sweeny agreed with most of what the other Commissioners said. She said that she did not want to harm the residents, but she shared the same concerns on legality, and she asked if the City Attorney could speak more about the ethical concerns for spending public dollars on private land. City Attorney Blocker advised that you need to have a public purpose for expenditures. He said that you could make the argument that these are taxpaying citizens but, to his knowledge, he believed that it had been confirmed that we are not doing this in other areas. He said that there are emergency situations where local government can act and there are justifications for it, but based on what was brought to his attention, this would be difficult to fit within those exceptions. He said that he did not think that anyone intentionally did anything wrong, it had just been an effort to help. As a local government, we are a target for making sure that our ethical azimuth is lined up. Sometimes from a practical common-sense standpoint it gets lost when there is an effort from staff to help and there are some challenges because the public purpose is kind of murky based on the nuances here. Commissioner Sweeny said that she has concerns about the precedent that it sets since this is publicly coming to light and that if we continue to do this for one neighborhood then there could potentially be other neighborhoods that would want the City to do it. There are other ponds that are part of the City's Master Stormwater System, and she asked if these two ponds could be integrated in. Director Gatchell advised that there is no way to connect these ponds to our system unless you put in a major pump station somewhere. Commissioner Sweeny said that it would be very costly. Mayor Samora advised that we had some order of magnitude estimates for some of that from our Stormwater Master Drainage Plan.

Mayor Samora invited Mr. Conkey to the podium to speak.

Douglas Conkey, Intergovernmental Coordinator, St. Johns River Water Management District, 7775 Baymeadows Way, Suite 102, Jacksonville, FL, thanked the Commission for the moment of silence at the beginning of the meeting and said that as a retired Navy pilot that he lost friends and shipmates on 9/11. He advised that he attended a couple of meetings with the residents and City staff and that there are a couple of issues here. He said that, from his past experiences, public/private discussions of property and services is always a complex issue. He said that Sabor de Sal already sounded like they were going to get together and do an HOA. The other pond has one owner and the condos that are working together with an experienced person to address this. He advised that he had their senior engineer attend the second meeting basically to chart a path to help make Pond #1 better than what it is now. Initially it was perceived that nothing could be done because it was seen as surface water, but they did inspections and they found that there were some mechanisms to classify it as a stormwater pond to some degree to be able to do some basic cleaning without permits. If it needs to go further to remove muck, then there is a permit

possibility, and that is where engineering was recommended to find out where the coquina base was and what you need to do. The complexity is that the landowner is the permittee, and the other people are asking how they can do this. Mr. Brothers is the permittee, and the others were offering to help him and create a plan and a mutual agreement. The next complexity is that the City goes in and pumps occasionally when there are issues, but then the landowner pumped for twelve hours. He said that he looked at the engineer and said that he could not believe what he just heard because they are separate systems. He showed the aerial of the Linda Mar system and pointed out that the water is going from Pond #1 into a drain, which has a basic general permit that serves that Linda Mar system, then to a pump, which pumps towards State Road A1A into an FDOT (Florida Department of Transportation) system. We would need to look at the permit and probably wind up redoing it, which is a fairly simple process, but you need to take into account the water that was probably not part of that original permit that is now going into that system and whether the pump is the proper size to take it to the Boulevard and we would probably need to ask FDOT for their feedback. So, we would probably need to redo the permit and take into account what you want to do as you work through this. As the City Manager stressed, they, *as a unit*, would need to work through what they want to do, decide how they are going to pay for it, and who is going to be the permittee. He said that there are multiple issues on what appeared to be a simple issue and that water is going into a system that is probably not accounted for and we could probably just re-permit it, adjust it, or it may be a bigger problem than we think.

Engineering Director Sparks advised that neither one of the ponds is currently permitted and they have been that way since the 1960s or before. Mr. Conkey advised that that is part of the problem in an older beach community, which is known as “pre-rule” because rulemaking did not start going into place until the 1980s. Fortunately, we were able to find some things during the inspections that made it a stormwater system, which simplified their discussion for what to do with Pond #1 and they need to work with the landowner for what they want to do and how they are going to pay for it.

Vice Mayor Rumrell said that there are no permits for Pond #1, and he asked if there was ever any clarity during a development order within the City stating that they had to maintain that pond. City Manager Royle said no that they were built back in the 1970s.

Mayor Samora asked what the process was like and who typically goes to the Water Management District (i.e., an individual, an attorney, etc.). Mr. Conkey said that typically they would hire a civil engineer who would have the data and put the application together, such as Jones Edmunds and Associates, which is a well-known company. He advised that it is a data driven process and that is why they always recommend getting an engineer.

Vice Mayor Rumrell said that if there is nothing on record to show that Pond #1 has to be maintained, then there really is no civil remedy either. City Attorney Blocker said that it would depend. When you are dealing with circumstances like this where there is a lack of documentation, it raises a lot of complex legal issues. He said that there could be water intrusion issues or other specific issues, but as far as the original founding documents, he would be hesitant to say that there would not be civil remedies because there could be other components that we are missing.

Vice Mayor Rumrell asked if they create an HOA and pay to help dredge the pond, would they need a permit or would they be able to do it without one, since it has no permit now. Mr. Conkey advised that if they are going to go past the basic cleaning of the pond, it would require a permit and there is also an O&M (operation & maintenance) component, which is functionality, not aesthetics.

Commissioner Sweeny asked how much the permit costs and approximately how much the dredging would cost. Engineering Director Sparks advised that the permit fee is approximately \$250. Mr. Conkey said that being a smaller City, it would be a lower cost. Director Sparks said that it was discussed at the meeting and the residents had the understanding that the parcel owner would go to the Water Management District for the permit to perform maintenance and de-muck the pond, but it would not be bringing it up to today's standards. He said that the cost would depend on how much they are de-mucking, how many truck loads, etc. Commissioner Sweeny asked if was \$1,000, \$10,000, etc. Mr. Conkey said that first they would need an engineer to find the coquina base and then determine how much work you would be able to do to try to get some improvement out of it, which would be their responsibility to get that together. Commissioner Sweeny asked if doing that work would solve the problem. Director Sparks said that it depended on how close you get to the ground water. Commissioner Sweeny said that if it is not a guaranteed solution, and the City cannot continue to fund this, then what other options do the residents have. Director Sparks said that the purpose of the Geotech borings would tell them how thick the coquina layer is and how close they are to the ground water table such as what Crawford Murphy & Tilly (CMT) showed us a while ago, where they would permit a pump station of their own, and then get with the County, because Ocean Trace Road is a County Road, to extend the force main out to the FDOT roadway and coordinate with FDOT to have a permit to discharge to their system. He said that their engineer would help assess the capacity needed to drain that pond or at least keep it at a desirable level. Mr. Conkey advised that the price tag that was briefed at the first meeting was \$1.2 to \$2 million.

Commissioner Sweeny asked if they could contract with the City to do the pumping. City Attorney Blocker advised that it was something that they could look into, that paying for services is not uncommon, but that there are other existing problems and that he is going to take care of one set of problems. Commissioner Sweeny said at least a stop gap of some sort. City Attorney Blocker agreed.

Mayor Samora said that this is incredibly complex and that they have had several meetings about it, but he did not think that we were here to try to decide a solution. We are being asked tonight if we want to continue to support pumping through the 2023 hurricane season and if so, what we need to do legally to make that happen. He said that he would like to hear from the residents and that he wanted to make sure that they are protected through this hurricane season.

Commissioner Sweeny asked for clarification of the City's cost estimate of nearly \$4,000 and if that was for each time the City pumped the ponds down. Public Works Director Gatchell advised that that is what he estimated the cost to be to pump each of the two ponds down, which is a low-ball cost for a one-week rental of the equipment. Commissioner Sweeny asked on average how often the City had been pumping. Director Gatchell advised at least once every year.

Commissioner Sweeny asked where those funds normally come from. Finance Director Douylliez advised that in the past with this particular pumping situation it has been during a hurricane event to prevent flooding of the roadways, so then it becomes an emergency purchase, which we submit to FEMA for reimbursement, but FEMA will no longer pay for that. She advised that FEMA had pushed back because this is private property and we do not have permission to do this, but the thought was that it was preventing the roadway from being flooded and unpassable. She said that she talked to Director Gatchell earlier and at one point the City had permission from the owner to do these services because it was submitted for a prior hurricane event, but it is probably not up to date now. Director Gatchell confirmed it is not up to date. Engineering Director Sparks said that the City does not own and maintain those roads, they are private and/or County roads.

Mayor Samora advised that the Commission needed to make note of its opinion whether we want to continue to provide the service through 2023. Vice Mayor Rumrell said that he thought that

the City needed to do it, but to Commissioner Sweeny's comments, it may also be prudent, sooner than later, to have a hold harmless agreement while we continue to do this.

Mayor Samora asked the City Attorney what was needed if the Commission agreed to continue this service through 2023. City Attorney Blocker said that it was important to understand because one of the challenges is that we are not dealing with an HOA and a lot of staff work will be needed to determine who is actually impacted, to look at the easements, and to get a hold harmless agreement from each individual property. The fact that they are starting an HOA will be helpful going forward. He said that it is hard to change decades of practice, but we would do our best if that is the policy decision. He advised that this is a two-party decision, and we could run into scenarios where some private property owners are okay with it and others are not, so it would have to be on a case-by-case basis and work with those constraints. For the purposes of this agenda item, we would want to see an agreement for the current season and legal documents would need to be in place. It will not be done by the next meeting, and we may be dealing with it through hurricane season but at least we would have something in place.

Vice Mayor Rumrell asked what happens if they do not do an HOA. Mayor Samora advised that it would be each individual property owner. City Attorney Blocker agreed. Vice Mayor Rumrell asked if it would then go by the percentage rule and the majority of the owners would have to agree to it such as what we have done with roadways. City Attorney Blocker said that he did not have an answer for that right now. Commissioner George said that was a specific policy crafted for that particular issue.

Commissioner George said that she presumed that written notice would go out to all property owners notifying them of the termination date. She said that if we are only going to go through this hurricane season, then there would need to be a firm follow up communication that the residents only have so much time left to rely upon the City. City Attorney Blocker agreed that it would be good practice, but the legal challenge is that this is not an obligated service to begin with and legally he would like to make sure that we are not putting the City on the hook for something that it is not obligated to do but we do not have all the answers right now. The City has established this as a practice, people have come to rely on it, and at one point it may have been a good policy. He advised that in the next month or two he would come back and update the Commission on it. He said that if they do not form an HOA, we would want to have some sort of renewal process, not in perpetuity, and we have to come back every couple of years and relook at it. The best possible scenario would be for them to form an HOA so that we have an HOA to work with that could help offset costs, etc.

Commissioner Sweeny asked how many homes were in Sabor de Sal. City Manager Royle estimated thirty-three or thirty-four homes. He said that part of the problem is that the homes north of the Sabor de Sal pond border Ocean Trace Road, which does not flood. Commissioner George said that the pond only touches a small number of properties. Mr. Conkey said that the pond touches all the properties.

Commissioner George asked if there was a mechanism for getting a temporary emergency permit for the type of pumping that the City has been doing. Mr. Conkey said that he believed that there was but that he would have to check on it.

Mayor Samora said there is Commission consensus to continue to provide assistance to the residents through this year and for staff to do their due diligence on the legal aspect of this and what we need to do.

Mayor Samora opened Public Comments.

Janice Lauroesch, 7 Sabor de Sal Road, St. Augustine Beach, FL, encouraged the City to continue to pump their retention pond as long as possible; there has been some misimpressions on your

part by some of the information that was provided and that the person who told the City Manager that the neighborhood is in favor of an HOA does not live here, he rents his property and it has not been discussed; there are only six houses impacted by this and the others do not flood because they are on a dune; she pointed out that some house do not border the pond; there are some neighbors that are in their eighties and nineties on fixed incomes; the numbers that we got from the City for this great pumping project was \$1.3 to \$2.75 million and we do not have that kind of money; the houses are not even worth that much and it does not make sense; some of the history is getting overlooked; we have a private pond on private property because our houses are old; there were condos built between her neighborhood and the tennis courts and everyone thinks that they took a low spot in the land and dug it out and all the water drains there from the condos and probably from our neighborhood; there is no outflow so we are stuck with all this water and our climate problems and there was no government entity; now when you have a neighborhood that is being built you need to have permits and the developer pays for things; our problem is that no one was looking out for us at that time; our storm system is not public because whoever was running the government did not make it public and did not check on the developer, they just left us with this problem all these years later; it does not feel fair to us at all that we have a private pond and you cannot help private people, which is a huge problem for us because we are going to get flooded and we do not know what to do; it is a horrible problem and she needs the City to understand that there are six families and her neighbor is ninety-two years old; she understands that there are legal issues but she needs the City to have a little heart for the people who live here; we are trying to figure this out but we do not have a solution that works.

Mayor Samora thanked Ms. Lauroesch and advised that he pulled up a map and there are twelve properties that surround the pond in Sabor De Sal.

Nicole Miller, 214 12th Street, St. Augustine Beach, FL, said that we are an old City with pre-rule permitting on a barrier island and the water table is not getting lower; these issues will continue to face the Commission and that this is a great time to stress the importance that climate resiliency is not just physical, it is legal, financial and community resiliency; as a scientist and a resident these issues will continue to face our City and we should be forward thinking, preventative, and taking action to be agile when these problems occur; they will get more complex, more expensive, and have a greater impact on our town.

Mayor Samora closed Public Comment.

Mayor Samora said that he believed that the Commission had given direction to staff for the decisions that needed to be made. He said that he believed that the City would stay engaged to help the residents find a long-term solution and that he hoped that the City Engineering Director and Mr. Conkey could continue to meet with the residents. He said that this is “workshop” material, and whether they can form an HOA or not, there is a lot to navigate, but it is clearly time to start developing some kind of long-term solution. He asked the Engineering Director if he had everyone’s contact information. Director Sparks said yes and that he would do whatever was needed to make an effort.

Mayor Samora said that if anyone wanted to meet with either himself or an individual Commissioner, their contact information was on the website.

Commissioner George asked, as a follow up to the Vice Mayor’s question regarding if no HOA is formed, if there was ever the discussion of the possibility of a special assessment district for the project as an option. Mayor Samora said an engineering study would give us direction for what to do if the City performs the work and special assesses it back to the properties. Commissioner George said the only problem is how the City would come up with that money up front and that she did not know if that would be something that the City could bond a loan for.

Mayor Samora said that it is a large, complicated issue because of all the property owners, the nature of it, and the entities involved. He said that we could work through that in a workshop meeting, and he encouraged everyone to continue down that path. He said that the City has agreed to provide temporary relief, but we need to start homing in on a long-term, permanent solution that works for everyone.

Mayor Samora moved on to Item XIII.7.

6. Magnolia Dunes Subdivision Drainage Improvements: Review of Report (Presenter: Jason Sparks, Engineering Director)

This item was removed from the agenda.

7. Digital Plan Review: Report on Implementing (Presenter: Brian Law, Building Official)

Building Official Law advised that over the last several years he had been increasing his technology to get ready for this by purchasing digital plan review tables and moving their records to the Cloud with the help of the City Clerk, Finance Director, and the IT Director. We are at the point where we need to decide to move into full digital plan review. He advised that he included the State Statute, which basically tells him to move into digital plan review. There are other methods such as printing digital plans, but it voided the engineer's seal, which is one of his biggest concerns to make sure that documents are not modified. They currently handle that with the original copy being sent to his staff, we verify the signature, and print the verification page. He advised that he contacted three different companies, he met some at conferences, and the first company suited their needs and was also the lowest priced. He said that they are in a unique situation because we need to stay committed to our MCSJ software, which ties into the Finance Department's software, and any deviation from that would set us back another five years. He advised that this a stand-alone plan review software and the applicants would need to create logins, which appeared to be very easy to use.

Building Official Law asked that the City look at the State Statute because it may be time to move us forward. We are at the end of our fiscal year so we cannot do anything right now, but if we decide to move forward, we would utilize the Building Department's reserve, which is why the Commission did not see anything in the budget for it. He said that they are sitting very well with the budget and that he believed that they are where they need to be for the audit and would not have a repeat deficiency. He said that unfortunately the subdivisions are concluding, but we are slotted for some big commercial development next fiscal year and potentially the following year. We will have to pay for this, and the intent is not to run the Building Department Reserve to the end in case there is a housing recession. The Building Department is self-funded, and he would not want to ask the Commission to fund the Department. We are in excess of \$500,000 in reserve, we are fully staffed, and have all the vehicles we need.

Building Official Law advised that the Building Department would pay for it all up front and at that point the annuals will start at about \$22,000 a year, which he locked in for five years. He said that it would just be the Building and Zoning Department at this time, and after they roll it out, it would be instrumental to get Engineering and Public Works added at a \$1,000 per user. He said that it would be sole-sourced, that every company is a sole-proprietor with patents pending, that this was the cheapest and easiest, and the City's IT Director supported it. He advised that if this moved forward, that he would provide the Commission with a budget resolution next fiscal year and have the City Attorney and the IT Director review the contract.

Mayor Samora asked if the surrounding municipalities and the County Building Department had this type of technology. Building Official Law advise that the City of St. Augustine uses Tyler Technologies, which is 100% electronic submittal, but it is a disadvantage and once we start this

process, we cannot go backwards. He said that the County is doing what he is doing at this point, and they were contracting with Tyler Technologies, but they have a very complicated system.

Mayor Samora said that the Building Department would fund the implementation and he asked what the impact would be to the General Fund going forward. Building Official Law advised that over the past year, he and the Finance Director have been getting the budgets correct. Planning and Zoning has two employees, so everything would be “by-user”, and if Engineering comes onboard, each user would be budgeted for in their annual subscription. The Building Division would have the most users, so it would pay the majority of it.

Mayor Samora asked if Engineering would want to use it. Director Sparks said yes, especially when we review the commercial developments and could probably extend it to our Capital Program as well. Mayor Samora asked if it was \$1,000 per user per year. Building Official Law said yes and then there is a \$15,000 annual fee. Mayor Samora asked if the Building Department would be paying for the \$15,000. Building Official Law said no, it would only be paying for the initial \$35,000 and afterwards the software would need to be divided between the total number of users and paid through each department. Mayor Samora asked if the City would need to invest in additional IT. Building Official Law said no, it is based off the Amazon Cloud service with no effect on our servers and that we would just have a direct link.

Commissioner Sweeny advised that the Statute says that we could allow people to email plans. Building Official Law advised that we need a review mechanism, and it is also an electronic submittal, which allows us to communicate with the engineers or the architects. Commissioner Sweeny asked if this was simply an upgrade and not because it says to do it in the Statute. Building Official Law said that it is mainly because of the Statute, and it is where we need to go at some point. He said that the wording changed a few cycles ago because it used to say that the Building Official may accept digital plans and now it says that the Building Official may accept hard copy plans. Commissioner Sweeny asked how long ago the Statute changed, if it would come up in an audit, and what the ramifications would be if we did not comply. Building Official Law advised that he did not think there would be any ramifications, but the City needs to move in this direction. He said that we are complying now because we are accepting digital printing, which the digital seal states that it is printable or valid. So, we get the digital sent to us and then we print the certification verification, plus it is becoming challenging to get the old-school raised seals. Digital plans really took off during Covid because everyone was working from home. Commissioner Sweeny said that she appreciated that you locked them in for five years and she asked if he was pretty confident that the price was as low as they would be willing to go. Building Official Law advised that he negotiated with them and also requested two other jurisdictions’ contracts and we are right in line with them. He said that the key is that it is stand-alone software, which is the hardest part to find.

Mayor Samora said that it was mentioned in the memo that there would be a mechanism to raise permit fees to cover this going forward and he asked if that would only cover the Building Department’s portion. Building Official Law advised that he and the Engineering Director have been working on a new fee schedule with Engineering, which would be instrumental with the stormwater. He said that the City would have a stormwater fee at some point but that new developments could also have a stormwater fee assessed with their review process. Right now, the City charges \$400 for a Clearance Sheet for the Zoning review, which is pretty close to other jurisdictions, but it could be changed by resolution. He said that he did not include it because he really does not want to raise his permit fee from \$15 to \$25 at this point but if his Reserves start dwindling, that he would not let them get to \$100,000 because he needed to be able to fund the Building Department.

Commissioner Sweeny asked what other jurisdictions charge. Building Official Law advised that we charge a little more than the County, but it is all based on volume, and when the County is turning out hundreds of houses a month, it can keep the fees low. He advised that that is why they passed that law so that Building Departments could not sit on twenty years of Reserve money. He said that we are valuing the buildings lower than the International Code Council, which is the basis for all building codes and the City of St. Augustine only uses that. We only refer to it once in our fee schedule for hotels, we are lower than the national average, and we have enough money, so why increase the fees.

Commissioner George said that she did not love the idea, but obviously it is convenient for a lot of people, and she liked the character of the old-school ways. This would also mean a permanent ongoing cost and if we could offset that with the additional revenue from the application fees, then that would provide reciprocity because someone else that is benefiting from the convenience of the service would be helping to pay for it. She said that in the end a large portion of it seemed like it could be a wash. Building Official Law said that it is just the cost of technology and once we start this process, we cannot go back, it would need to be at one hundred percent once we are up and running. He said that at some point we might have to scan their documents and we would need to develop some sort of fee.

Commissioner George asked if would also affect individual homeowners that might come in for a fence permit with their own sketches. Building Official Law advised that anything structural would normally come from a designer but that everything would still go through the plan review process. He said that the homeowners could also scan but a large format scanner would be needed for anything over 2x3 foot. Commissioner George asked if it would be open and free to anyone submitting plans. Building Official Law said yes, all they do is create a free login account.

Commissioner Sweeny asked if there were certain standards and formats for how it would need to be scanned such as could a photo from a cell phone be uploaded and used. Building Official Law said probably not because it would need to be scanned as Adobe PDF. He said that the building codes have reduced the government's ability to do certain things and to rely more on State certified designers.

Engineering Director Sparks asked if we would be married to this program forever. Building Official Law advised that he spoke to the company about that and even though this would satisfy record retentions, we are still committed to Laserfiche as a City, and we would move the documents digitally. We are well within our rights to cancel, we would make sure that our contract states that, and we are also entitled to all the documents and digital files, which was very important.

Commissioner Sweeny asked if he spoke to any other cities using this software to see what their experience has been. Building Official Law advised that he spoke to the two entities that he received the contracts for, and they love it. Commissioner Sweeny asked about their customer support and whether they charge fees for it. Building Official Law advised that it would be very similar to the MCSJ software that we use now. If they do an upload and nothing works, we would call them, they would take remote control of the computer to fix it, and he has never incurred a cost from MCSJ.

Mayor Samora said that he loved technology and he agreed that there had been a huge push Statewide to go to digital plan review. He said that the reason the Statutes are written the way they are is because not every jurisdiction can afford it. He said that we would probably be a leading municipality in the State by going this route, which puts us ahead. He said that he is trying to balance it, and if nothing changes in our City, we will have fewer and fewer permits that require this type of plan review software because big projects are coming to an end within our City boundaries right now. He said that his biggest concern is the budget, and it may be another piece

of software that we sign up for and then we are stuck with it just like the body cameras and at some point, there would be an upgrade needed for the software. As we get more and more staff using it that are outside of the Building Department's budget, it would fall on the General Fund.

Mayor Samora asked to come back with a more thorough review of what this would look like from a budget standpoint moving forward over the next three to five years such as user fees, software/hardware upgrades, etc. Building Official Law advised that he could answer most of that right now. He said that if we stick with seven users, you would be looking at a ballpark \$6,285.81 out of the General Fund for the two Zoning members/users out of the \$22,000, which is based on a linear scale of that \$22,000. The digital plan review tables that we bought last year, which are estimated to have a ten-year life span, cost \$15,000 but smaller plans could be reviewed on a standard monitor. Mayor Samora asked how many plan review tables there are. Building Official Law advised that he bought two, one is in his office since he does the majority of the big projects, and the other is set up in his back-office area for Engineering, Public Works, and the Plan Reviewer to use.

Vice Mayor Rumrell asked what happens in five years when we are stuck with a system and they could start dictating what they want to charge us, and if not, then we would have to go to another system. Building Official Law said that unfortunately we are at the mercy of every company, so that is why he was adamant that after so many years, we should go shopping. We would be remiss not to be looking every three to five years and we would be at the mercy of the cost. He said that if we have to abandon it because we find software that suits everyone's needs, then we would be remiss not to take the deal. He said that he did not ever expect that costs would go down and that he would be looking at something like Tyler Technologies in the future. He said that is why he wanted the rate to be locked in for five years but not for the City to be locked in for five years. He said that if the Building Department is using it more than anyone else, then he would not be opposed to the other Departments just paying for their users because the Building Department could adjust its fees.

Mayor Samora asked when he would want to move forward with it. Building Official Law advised that the reason it is on the agenda today is because next month is the new fiscal year. We would need to get a budget resolution in and have the contracts reviewed, but he would not expect implementation to be in three months. He said that he would not raise fees until he received reports from the auditors, but that they would track it, and if there are big projects next year and they are funding it, then let's leave everything the same.

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

Mayor Samora advised that he would still like to see a more thorough budgetary analysis on it. He asked for Commissioner comments.

Commissioner Morgan said that she liked the idea of moving forward with the technology but that she shares the same concerns that other Commissioners have said. She said that we have the capability of scanning things that people bring in on paper and she would not want to be in the situation where we would not accept it if someone walked in with paper. Building Official Law advised that he would always accept walk-ins and that he is not expecting any huge issues. Most of the designers that he deals with have been asking for this. Commissioner Morgan said that the regular users are probably anxious for this platform, but she did not want to exclude the people who are not. Building Official Law advised that he would never exclude a permit.

Vice Mayor Rumrell asked if we would be able to get out of the contract. Building Official Law advised that he would make sure of it before signing anything and that this was just information gathering.

Mayor Samora asked if he had a contract that the City Attorney could review. Building Official Law advised that their standard contract is in the agenda packet and that he would like the IT Director to review it as well.

Commissioner Sweeny said that she would like the City to be tech-forward, but it seemed like we are constantly charging things to the Building Department and at some point, it might run dry. She said that the Building Official said that there is no going back from moving to digital and she is a little nervous about that, especially in light of the last budget discussion and whether this is “a want or a need”. Building Official Law said that his dilemma is whether the State Statute is telling us to do this. He said that the State is pretty clear on it, and we could accept Adobe PDFs, but we cannot review by it because we are not set up for that and we are not set up for the transmittal of the documents. Actually, we probably could not accept a full submittal because our email is limited to twenty-five megabytes.

Vice Mayor Rumrell asked what would happen if the Statue changed. Building Official Law said that it would not go backwards.

Mayor Samora questioned whether this was the right time for us, which is the decision we are faced with as the budget comes to a head and that is why he is asking to bring back a budget analysis. Building Official Law advised that he would bring back something showing the breakdown per department, the five-year estimate, the user fees, etc. and that they currently do about 1,400 to 1,500 permits a year. Mayor Samora asked if the 1,400 to 1,500 annual permits included things that do not go through a plan review. Building Official Law said yes that it was the total amount of permits because the State says that you cannot perform plan review on certain things such as re-roofing, re-piping, water heaters, air conditioning, etc.

Commissioner Sweeny asked how many plan reviews are done. Building Official Law advised that it is in his monthly reports, which he did not have in front of him but that he could pull it up online. Mayor Samora advised that he could bring that information back as well. Building Official Law showed his reports and said that he has been able to track the permits since they started using the MCSJ program in 2019 and for that FY 21 there were around 700 plan reviews. He said to keep in mind that a plan review could be a window replacement that would be on 8.5x11 paper, which still takes time, but they would be reviewed at the Plan Reviewer’s desk. That is why he does not have opposition to having the Building Department paying outside of the linear scale.

Commissioner Sweeny asked if this would provide any efficiency in operations for staff. Building Official Law advised that that was the intent and that the Building Department took over the scanning of its own documents in preparation of everything and now we would not have to scan except for those that walk in. He said that when he reviews something that he may have eight or nine comments that he puts in MCSJ, then staff gets it and usually emails the contractors, but now contracts could go directly to it and make amendments, which would speed up the transmittal times. He said that he would not expect any initial time savings for reviewing the plans because he is not going to change his interpretation of the Code. He said if he had a problem with a plan, he would contact the engineer, and it would be corrected with signed/sealed documents. He described how the plan review process worked.

Mayor Samora asked the Building Official to bring back the other information to the Commission. Building Official Law advised that he would speak to the company about the contract and make sure that it is the exact contract that they want to propose to us and that he would also have the contract reviewed prior to the next meeting. Commissioner George said to look for hidden fees such as for public records requests, etc. Building Official Law said that if we have the plans digitally through Laserfiche we do not really charge. Commissioner George said that the comments would

be in the software. Building Official Law advised that ours can currently be viewed and printed through our user portal.

Mayor Samora moved on to Item XIII.8.

8. City Charter: Discussion of Starting the Process for Its Review (Presenter: Max Royle, City Manager)

City Manager Royle advised that the Charter Review is done every ten years and that he outlined the process, which the Commission could choose to follow, or you may have other ideas. What we have done in the past worked pretty well but the key questions would be who to appoint and whether you want to have a facilitator.

Mayor Samora asked if any of the Commissioners were around for a Charter Review. Commissioner George advised that she was, and she thought it worked well and was a good cross sectioning of the community. She said it always helps to have a facilitator, but it would be ideal if we could do it in-house to save the resources and have someone that knows the City.

Mayor Samora asked if the facilitator could be one of the Committee members. City Manager Royle said yes it was done that way for the first review. Commissioner Sweeny asked how the City gets the applicants. Commissioner George said that she believed that everyone selected someone. She said that we could put out the word or everyone could bring two nominees and we could collectively appoint one, and then we could select two among the other five. Commissioner Sweeny asked if the applicants would need to have any particular skillsets or traits. Mayor Samora said that they just needed to be a resident. City Manager Royle said that he believed that if they are currently serving on another City board, that they could not serve on this board. City Attorney Blocker agreed. Commissioner George said that a former board member or commissioner could be appointed and that it would help to have some understanding of the mechanics of the City and the contents of the Charter. She advised that staff would provide background information on the Charter amendments that were considered in the past, the Committee would come up with a list of suggestions, and then the Commission could add to the list or prioritize it. The list would then be sent back to the Committee for them to prepare draft language with the help of staff and the City Attorney, which would then go back to the Commission for any revisions and approval. Mayor Samora advised that it would then go on the ballot to be voted on. Commissioner Sweeny asked if there were public meetings held for it. Commissioner George said yes, there were round table meetings held at City Hall. She said that the Committee would also be subject to the Sunshine Law.

Mayor Samora asked if Commissioner George felt the need for an outside facilitator. Commissioner George said that she did not recall having an outside facilitator the last time. City Manager Royle advised that Ms. Marilyn Crotty was the outside facilitator last time.

Commissioner Morgan said that someone appointed to the Committee may fit the bill and be willing to be the facilitator. Commissioner George agreed with that approach and that the Committee could notify the Commission if they feel the need for an outside facilitator. Mayor Samora said that Ms. Crotty did a lot of professional cleanup using her experience and that the Charter definitely needed a fresh set of eyes after ten years. City Manager Royle advised that there may be no changes. Commissioner George advised that everything is not out of date like it was back then, which made it a huge project.

Commissioner Sweeny asked if individual Commissioners were allowed to propose changes. City Manager Royle and Commissioner George said yes. Mayor Samora asked if individual Commissioners could participate in the workshops. City Manager Royle said yes, as attendees but not on the Board. City Attorney Blocker agreed.

Vice Mayor Rumrell requested that the City try to get it on one of the ballot dates because it is cheaper to do it while there is an election. Commissioner George advised that that is the way that it had always been done. Commissioner Sweeny said that the Legislature passed for other ballot initiatives that they must go on the General Election, and she asked if this was that way too. City Attorney Blocker advised no because it is not regarding taxes or specific revenue increases. Commissioner George said it is also because of ballot space. Commissioner Sweeny said that she was concerned because a lot less people tend to vote in the Primary Election. Commissioner George advised that we could get the word out on the website, Facebook marketing, etc. and leave it up to the citizens to help spread the word.

Vice Mayor Rumrell said that the only thing in our favor is that it is a Presidential election year, so we may get more than average voters. Mayor Samora said that the Supervisor of Elections could probably provide guidance. Commissioner Sweeny said that she assumed that staff had already talked to the Supervisor of Elections and that if she did not bring it up, then it must not be an issue.

Mayor Samora asked what the timeline was to get through this process in time for a primary ballot. City Manager Royle advised that the process and the dates are outlined on Page D of his memo. Mayor Samora said that it is an aggressive schedule but that he believed it could be met. Vice Mayor Rumrell said that there probably would not be as many changes as the last one and that it would be more of a quick update with a second set of eyes on it.

Mayor Samora advised that there was a past Committee member in the audience and he asked if Mr. Binder would like to weigh in on it for Public Comment.

Nick Binder, 232 Big Magnolia Court, St. Augustine Beach, FL, advised he was on the last Committee nine years ago with Henry Dean, Ron Brown, Ed George, etc., which was a good Committee and there was one person that had served on the previous Committee ten years before. He said the facilitator was needed because it was a major job and that she kept everyone in line. He said they dealt with one topic per meeting, talked it through, and she did a write up. At the next meeting they would review her writings and move on to the next topic, which was not as aggressive as the schedule that has been laid out here. He advised they did some smaller things for the August primary, bigger things in November, and there were not a lot of State bond issues that tied them up. He said it was an eight-to-nine-month process all the way through and he would suggest having a facilitator but the one the City had in the past is not available.

Mayor Samora thanked Mr. Binder for his insight because it is helpful to hear from someone who has been through it. Vice Mayor Rumrell asked how many meetings they had. Mr. Binder said that the meetings were once a month and that there were probably about ten meetings. He said that at the end, the Committee made a bunch of suggestions and that the Commission was adamant about the language regarding the Police Department because there were issues at that time, and it was the only thing that was turned down. The language was written in a way that it would do away with the Police Department and the voters said no.

Mayor Samora asked Mr. Binder if he thought that the task would be as large as the last review. Mr. Binder said no. Commissioner George agreed. Vice Mayor Rumrell asked if he felt that the timeline would be okay. Mr. Binder suggested to have some things for August and others for November. Commissioner George said that the big issue that she pushed that year, and is very proud of, was the building height.

Mayor Samora said that it sounded like we want to move forward with the same type of process and an aggressive timeline. He suggested for the City Manger to try to get together the names of potential facilitators. City Manager Royle advised that he already had a couple of names but some

of them are farther away and he would check to see if the nearby person would be available and what his fee would be.

Mayor Samora said that we should have the nominees at the October Commission meeting. Commissioner Sweeny asked if we should put something on social media asking if anyone is interested. Mayor Samora said that he thought it would be a good idea. He asked the City Manager to think about the process because we always seem to struggle with the procedures for voting on those positions as far as selecting the other four Committee members.

Commissioner Morgan asked if each Commissioner should bring a certain number of names. Commissioner George said that she believed that was a good approach and that there would be plenty of names if we each came with our own hierarchy in mind because she knows five people right now that she would love to appoint.

Commissioner Sweeny asked if County or City employees would be allowed to be nominated. City Attorney Blocker said that he did not believe that it would be a problem but that he would need to confirm it. He advised that most importantly, they would need to be a City resident and a voter. City Manager Royle said that Henry Dean might like to serve on the Committee again. Commissioner George asked if that would be a problem because Mr. Dean is an elected official for the County. City Attorney Blocker said that he would check on it. Commissioner Morgan said that the Committee would just be in an advisory capacity. City Attorney Blocker agreed.

Mayor Samora asked the City Manager if he had enough direction from the Commission. City Manager Royle said yes.

Mayor Samora moved on to Item XIII.9

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

Mayor Samora asked if the Commissioners had a chance to review the evaluations. He advised that we are not going to discuss the actual self-evaluations but more so the way we are going to go about our evaluations of the individuals. City Manager Royle agreed. Mayor Samora said that over the next few months, we should be able to meet individually with the Chief and City Manager, do our evaluations, and put them on record at a meeting. Vice Mayor Rumrell said that they were submitted. Mayor Samora said that they should be submitted but that his intention was to afford them the same thing that they have to do for their employees. He said that everyone deserved to have feedback on how they are performing in their job, and this is our chance to express that to each of them. He said that he did not know if the Commission would want to decide right now on a unified form to use but that the City Manager provided samples of the forms that were used in the past as well as new forms. He said that he was fine using the form that we used the last time.

Vice Mayor Rumrell said that he looked back at the minutes and that we all seemed to agreed on the second form, which he believed was the original. Commissioners Morgan and Sweeny said that they liked the evaluation form with the one through five ratings. Vice Mayor Rumrell said that we could use the same form for both the Chief and the City Manager. Mayor Samora agreed to use that evaluation form.

Mayor Samora said that he is good with a timeline of the December or January meeting.

It was the consensus of the Commission to go with the January meeting.

Mayor Samora said that he appreciated both the Chief and the City Manager getting their self-evaluations done, which would provide the Commission with a nice format to talk through.

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

Mayor Samora moved on to Item XIV.

XIV. STAFF COMMENTS

Engineering Director Sparks advised that they did not do Magnolia Dunes or Atlantic Oaks and that it is early in the process of the scenarios that the consultant provided, but it is progressing along. He advised that there are a couple of options that they would be looking at closer.

Mayor Samora asked for an update on Ocean Hammock Park. Director Sparks advised that they were working on it today and that we got the Certificate of Completion from the Department of Environmental Protection for the wastewater pump station. He said that it reopened last Friday before the Labor Day weekend, and the restrooms are also open but that the Building Official was still waiting on the last piece of information to wrap things up on his end. He said that the review is underway for the Park to go from active to passive and that he is working with Melanie Orozco from the Florida Recreation Development Assistance Program (FRDAP) and that he was just waiting to hear back from her. He said 2nd Street is coming along and he anticipated some paving from A1A to the end of the extension by the end of this month. He advised that everything is in the design phase and that he met with two people to work on an easement on their properties. He said that Phase 1 would be ready to go to bid for A Street parking at Jack's BBQ.

Vice Mayor Rumrell said that he was contacted by Ms. Hatin regarding the Sea Oaks pond, which has issues because the City has not done anything for quite some time and that we had talked about having Lake Doctors clean it out and he asked whether or not a bid was ever requested for it. Director Sparks advised that he talked to Assistant Public Works Director Adams about it and that he was going to follow up with them. Public Works Director Gatchell advised that he had not heard back from them yet and that they would not be cleaning it up, they would just be spraying it. Vice Mayor Rumrell said whatever Lake Doctors could do to take care of the muck until we figure out what we need to do to maintain them. He said that he believed that there were two ponds and that one abuts the Ocean Ridge subdivision and that a lot of their silt was running into the drainage. Building Official Law advised that it did not go to Code Enforcement at that point because he reached out to the builder who met with someone from Public Works. He advised that they have a hold in place on their Certificate of Occupancy until engineering is satisfied that it is cleaned up. Engineering Director Sparks said that he had a proposal to get an estimate of what it would take to bring those ponds up to current day standards as well as an opinion of probable cost and the contractor's efforts. Vice Mayor Rumrell asked to try to get the Lake Doctor's quote back sooner than later to help make the residents feel better that we are doing something.

Mayor Samora said that he liked the new report format the Engineering Director Sparks is using, which does a nice job of conveying information.

Public Works Director Gatchell advised that he would reach out to Lake Doctors again regarding those ponds but otherwise Public Works is doing good.

Commissioner George asked if the work to clean out the ditches along 11th Street was complete. Director Gatchell advised that 11th Street was complete but that they have not come back to do Mickler Boulevard, Pope Road, or 16th Street yet and that he heard that their equipment was in the shop. Vice Mayor Rumrell asked if they were able to purchase the piece of equipment from the County. Director Gatchell advised that the County donated a Gradeall, but that they needed to do more training on it.

Police Chief Carswell advised that the Police Department had a mock assessment for Accreditation, and we invited three certified assessors from the Commission for Law Enforcement

to review our policies, personnel, vehicles, etc. and other than one minor tweak to our interview room, we were one hundred percent in compliance. He said that he would like to recognize Meghan Warman and Jackie Parrish who did a great job preparing our agency and that we are looking to be one hundred percent in compliance in November when we go through the real assessment.

Mayor Samora asked how National Night Out was going. Chief Carswell said that it is being held October 3rd from 5:00 p.m. to 8:00 p.m. at the Pier and that he hoped to see everyone there and that there would be a lot of bikes to give away to the kids.

City Manager Royle advised that the Finance Director got her master's degree in public administration. The Commission congratulated Finance Director Douylliez. City Manager Royle asked if the Commission would want to have an official ribbon cutting ceremony for the Ocean Hammock Park restrooms. The Commission said yes. City Manager Royle asked if there was any particular day or time.

Discussion ensued regarding a date and time for the ribbon cutting.

It was the consensus of the Commission to have the Ocean Hammock Park restroom ribbon cutting on Wednesday, October 4th at 4:00 p.m.

Mayor Samora reminded everyone that SEPAC would be meeting at 6:00 p.m. on Thursday at City Hall and then Planning and Zoning meets on Tuesday, September 19th at 6:00 p.m. and that the Publix remodel would be one of their topics, which had a pretty decent turn out at the Publix workshop meeting this morning. He advised that the Commission's final budget meeting will be on September 25th at 5:00 p.m., its next regular meeting will be October 2nd at 6:00 p.m., and then National Night Out is on October 3rd.

Mayor Samora moved on to Item XV.

XV. ADJOURNMENT

Mayor Samora asked for a motion to adjourn.

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

Mayor Samora adjourned the meeting at 9:00 p.m.

Donald Samora, Mayor

ATTEST:

Dariana Fitzgerald, City Clerk

MEMORANDUM

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

FROM: Max Royle, City Manager mk 

DATE: September 22, 2023

SUBJECT: Presentations

- A. To Proclaim October 2023 as the 50th Anniversary of EPIC Behavioral Healthcare
- B. To Proclaim October 2023 as Domestic Violence Awareness Month
- C. To Recognize October 16-20, 2023, as Florida City Government Week
- D. Update Report Regarding Renovations to the Hotel Property/Former City Hall

ITEM A. EPIC BEHAVIORIAL HEALTHCARE

Attached as page 1 is an email from Ms. Teresa Andrews with a list of EPIC staff/board members who plan to be at your meeting. Ms. Patti Greenough, EPIC'S CEO, will present the proclamation (page 2).

ITEM B. DOMESTIC VIOLENCE AWARENESS MONTH

Ms. Kenlie Kubart of the Betty Griffen Center will present the Proclamation (page 3).

ITEM C. FLORIDA CITY GOVERNMENT WEEK

The proclamation is attached as page 4.

ITEM D. RENOVATIONS

Ms. Parrish-Stone has provided the schedule of construction of the renovations (page 5). She'll explain the schedule in more detail.

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Hi Max,

Wanted to check in regarding the Oct. 2 Commission meeting and the EPIC proclamation. Is there anything else you need from me? Here are the staff/Board members planning to attend:

Patti Greenough (CEO)
Nangy Pulsfus
Sara Rutan
Mara Pagan
Teresa Andrews
Patrick Morrissey
Jamie Welu
Polly Andrews

Thanks,
Teresa

Teresa Andrews | Director of Development

Office (904) 829-2273, x4002 | Cell (904) 501-4331

Web www.epicbh.org | Email tandrews@epicbh.org

Address | 3910 Lewis Speedway, Ste. 1106, St. Augustine, FL 32084

Celebrating 50 Years of Community Impact

epic
BEHAVIORAL HEALTHCARE



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From: Max Royle <mroyle@cityofsab.org>
Sent: Tuesday, August 22, 2023 1:20 PM
To: Teresa Andrews <tandrews@epicbh.org>
Subject: RE: Proclamation

As soon as you know them will be helpful.

From: Teresa Andrews <tandrews@epicbh.org>
Sent: Tuesday, August 22, 2023 1:15 PM
To: Max Royle <mroyle@cityofsab.org>
Subject: RE: Proclamation

Proclamation

WHEREAS, a group of community members concerned about youth drug and alcohol use came together in 1973 to start a non-profit organization focused on the prevention and treatment of substance use; and

WHEREAS, that organization was incorporated as JAM House on October 10, 1973, and subsequently was known as the Drug Education and Prevention Center, EPIC Community Services, and now as EPIC Behavioral Healthcare and its focus has grown to include mental health, substance use, and co-occurring disorders; and

WHEREAS, EPIC Behavioral Healthcare, in its 50 years of service to St. Johns County has worked to strengthen our community by providing person-centered care to individuals and families impacted by substance use and mental health disorders, and other behaviors through a comprehensive system of Education, Prevention, Intervention, and Counseling; and

WHEREAS, EPIC Behavioral Healthcare has made a difference in the life of thousands of St. Johns County residents and their families throughout the past 50 years and has consistently "Saved lives & Transformed families" and has proven that *Prevention Works, Treatment is Effective*, and that *People Can Recover* from their substance use and/or mental health disorder; and

WHEREAS, that while EPIC Behavioral Healthcare is celebrating 50 years, it has plans for the future to continue to provide quality behavioral health services to the residents of St. Johns County

NOW, THEREFORE, BE IT PROCLAIMED, by the Board of City Commissioners of St. Augustine Beach, Florida, that October 2023 be commemorated as the

50th Anniversary of EPIC Behavioral Healthcare

Encouraging all citizens of St. Augustine Beach to support and recognize the contributions that EPIC has made to the health and well-being of our community as the lead behavioral health provider and to congratulate EPIC on 50 years of service with many more to come.

IN WITNESS of which, I, Donald Samora, hereunto set my hand and cause the Official Seal of the City of St. Augustine Beach, Florida, to be affixed this 11th day of September 2023.

Mayor Donald Samora

ATTEST:

City Manager Max Royle

Proclamation

WHEREAS, domestic violence is a major public concern for our State and Nation and is now the single largest cause of injury to women; and

WHEREAS, all persons have a basic right to feel safe from harm, especially in their homes, yet more than 1,600 Helpline calls were made to Betty Griffin Center in St. Johns County last year; and

WHEREAS, domestic violence affects people of all ages, racial, socioeconomic, educational, religious, and occupational segments of our society, especially children; and

WHEREAS, children from violent homes are physically abused or seriously neglected at a rate significantly higher than the national average and have greater risks of alcohol/drug abuse, juvenile delinquency, cognitive and developmental problems as well as fear, anxiety, and guilt; and

WHEREAS, domestic violence is not a private family matter but a crime, the consequences of which reach with devastating effect on the communities, schools, and workplaces of our nation; and

WHEREAS, domestic violence represents a pattern of assault and coercive behavior that will escalate in frequency and severity if intervention does not occur, and

WHEREAS, public awareness and education about domestic violence are needed as well as uniform efforts on the part of government, health professionals, law enforcement, religious organizations, educators, and community associations to address domestic violence through prevention, intervention, and treatment for victims and perpetrators.

NOW, THEREFORE, the City Commission of the City of St. Augustine Beach, does hereby proclaim October 2022 as **DOMESTIC VIOLENCE AWARENESS MONTH** in the City of St. Augustine Beach.

IN WITNESS of which, I, Donald Samora, hereunto set my hand and cause the Official Seal of the City of St. Augustine Beach, Florida, to be affixed this 2nd day of October 2023.

Mayor Donald Samora

ATTEST:

City Manager Max Royle

Proclamation

WHEREAS, city government is the government closest to most citizens and the one with the most direct daily impact upon its residents; and

WHEREAS, municipal government provides services and programs that enhance the quality of life for residents, making their city their home; and

WHEREAS, city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and

WHEREAS, Florida City Government Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.

NOW, THEREFORE, I, Donald Samora, Mayor of the City of St. Augustine Beach, Florida, do hereby recognize the week of October 16 to 20, 2023, as Florida City Government Week and encourages all citizens, city government officials and employees to participate in events that recognize and celebrate Florida City Government Week. The City also encourages educational partnerships between city government and schools, as well as civic groups and other organizations. The City supports and encourages all Florida city governments to actively promote and sponsor Florida City Government Week.

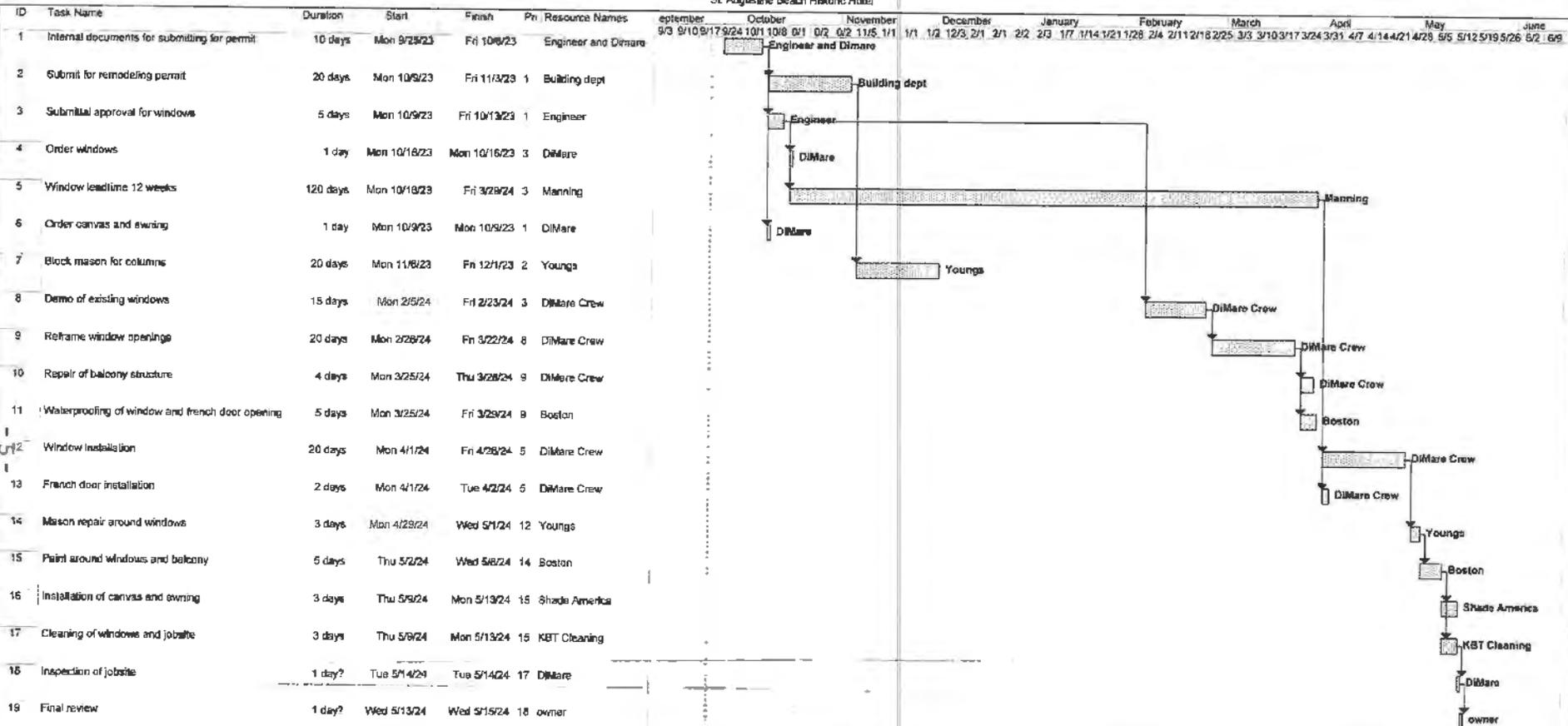
PRESENTED this 2nd day of October 2023.

Mayor Donald Samora

ATTEST:

City Manager Max Royle

St. Augustine Beach Historic Hotel



MEMORANDUM

Agenda Item # 1

Meeting Date 10-2-23

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

FROM: Max Royle, City Manager 

DATE: September 12, 2023

SUBJECT: Ordinance 23-08, Public Hearing and Final Reading, to Renew the Natural Gas Franchise with TECO People's Gas System

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

You reviewed Ordinance 23-08, which adopts a new franchise agreement with TECO People's Gas System for natural gas service and passed it on first reading at your September 11th meeting.

The public hearing and final reading of Ordinance 23-08 have been scheduled for your October 2nd meeting.

ACTION REQUESTED

That you hold the public hearing and approve Ordinance 23-08 on its final reading.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mayor Samora thanked Mr. Roth for being open to the Commission's input and said we would be seeing this again next month. City Manager Royle advised that September's meeting is on the 11th. Mayor Samora moved on to Item XII6.

Max Royle

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

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

Max –

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

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

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

Thanks!

Jason

Jason Roth
Regional Manager, External Affairs

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



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

NATURAL GAS
FRANCHISE AGREEMENT
ORDINANCE NO. 23-08

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

WHEREAS, Peoples Gas System and the City of St. Augustine Beach desire to enter into a franchise agreement for a period of fifteen (15) years with three (3) automatic renewable periods of five (5) years each (unless otherwise agreed to in writing by both parties) commencing from the date provided herein; and

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

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

SECTION 1: DEFINITIONS

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

- A. "Customer" shall mean any Person served by the Company within the corporate limits of the City.
- B. "City" shall mean the City of St. Augustine Beach, St. Johns County, Florida, its successors and assigns.
- C. "Company" shall mean Peoples Gas System, Inc., a Florida corporation, its successors and assigns.

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

SECTION 2: GRANT

The City hereby grants to the Company the non-exclusive right, privilege, and franchise to lay, erect, construct, operate and maintain in, on or under any and all Rights-of-way, as they now exist or may be hereafter constructed, opened, laid out or extended within the present incorporated

limits of the City, or in such territory as may be hereafter added or annexed to, or consolidated with the City, a Distribution System subject to the terms and conditions herein contained.

SECTION 3: TERM

Except as provided in Section 15, the Franchise hereby granted shall be for a period of fifteen (15) years with three (3) automatic renewable periods of five (5) years each (unless otherwise agreed to in writing by both parties) from the effective date of this ordinance.

SECTION 4: ASSIGNMENT

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

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

SECTION 5: CITY COVENANT

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

SECTION 6: USE OF STREETS

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

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

SECTION 7: MAINTENANCE

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

SECTION 8: LAYING OF PIPE

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

SECTION 9: CONSTRUCTION WORK

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

sewers of said City unless it has received specific permission from the City or its duly authorized representative.

SECTION 10: FRANCHISE FEE

Subject to Section 11 below, within thirty (30) days after the close of the first full billing month following the Effective Date of this Franchise Agreement, and each month thereafter during the term of this Franchise Agreement, the Company, its successors, or assigns, shall pay to the City or its successors, a sum of money equal to six percent (6%) of the Company's Gross Revenue, less any adjustments for uncollectable accounts, from the sale of Natural Gas to Customers within the corporate limits of the City. The Franchise fee payment shall be deemed paid on time if post-marked within thirty (30) days of the close of the preceding billing month.

SECTION 11: IDENTIFICATION OF CITY RESIDENTS

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

SECTION 12: ACCOUNTS AND RECORDS

The Company shall maintain accounting, maintenance, and construction records as prescribed by the FPSC. The Company shall establish and maintain appropriate accounts and records in such detail that revenues within the corporate limits of the City are consistently declared separately from all other revenues, and such records shall be maintained within the State of Florida.

Upon request by the City, or its designated representative, and execution of a confidentiality agreement reasonably satisfactory to the Company, the Company shall make available said records within thirty (30) days to the City for the determination of the accuracy of the Gross Revenues upon which the Company's franchise fee is based. The Company shall maintain its billing records only for the period of time required by the FPSC and any examination conducted after such period shall be confined to the billing records then available.

SECTION 13: INSURANCE

During the term of this Franchise, the Company shall file with the City Clerk and shall keep in full force and effect at all times during the effective period hereof, insurance certificates evidencing a general liability insurance policy or policies or evidence of self-insurance within the corporate limits of the City as they currently exist or may exist in the future. Each such policy shall provide for the minimum sum of \$2,000,000.00 for injury or death to any one person, and for the minimum sum of \$10,000,000.00 for injury or death to all persons where there is more than one person involved in any one incident or accident, and for the minimum sum of \$1,000,000.00 for damage to property, resulting from any one accident, and each of the said minimum sums shall remain in full force and shall be undiminished during the effective period of this Franchise Agreement. The coverage requirements set forth in this Section 13 may be satisfied, in whole or in part, with self-insurance.

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

SECTION 14: INDEMNIFICATION:

In consideration of the permissions granted to the Company by this Franchise Agreement, the Company hereby agrees to indemnify and hold harmless the City, its officers, agents and

employees from and against claims, suits, actions, and causes of action, to the extent caused by the Company's negligent operation of the Distribution System within the City during the term of this Franchise and resulting in personal injury, loss of life or damage to property sustained by any person or entity, through or as a result of the doing of any work herein authorized or the failure to do work herein required, and including all reasonable costs, attorney's fees, expenses, and liabilities incurred by the City in connection with any such claim, suit, or cause of action, including the investigation thereof, and the defense of any action or proceeding brought thereon and any order, judgment or decree which may be entered in any such action or proceeding or as a result thereof; **provided, however,** that neither the Company nor any of its employees, agents, contractor, licensees, or sublessees shall be liable under this section for any claims, demands, suits, actions, losses, damages, or expenses, including attorney's fees, arising out of the negligence, strict liability, intentional torts, criminal acts, or error of the City, its officers, agents, or employees. The provisions of this section shall survive the expiration or earlier termination of this Franchise Agreement.

SECTION 15: TERMINATION BY CITY

Violation by the Company of any of the covenants, terms, and conditions hereof, or default by the Company in observing or carrying into effect any of said covenants, terms and conditions, shall authorize and empower the City to declare a termination of this Franchise Agreement; provided, however, that before such action by the City shall become operative and effective, the Company shall have been served by the City with a written notice setting forth all matters pertinent to such violation or default, and describing the action of the City with respect thereto, and the Company shall have had a period of sixty (60) days after service by certified U.S. mail of such notice, or, in the event such cure reasonably requires a period of more than sixty (60) days, then

sixty (60) days to present a plan reasonably satisfactory to the City to effect such cure; and provided further that any violation or default resulting from a strike, a lockout, an act of God, or any other cause beyond the control of the Company shall not constitute grounds for termination.

SECTION 16: CHANGES IN PROVISIONS HEREOF

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

SECTION 17: SEVERABILITY; CHANGE IN LAW

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

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

SECTION 18: GOVERNING LAW

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

SECTION 19: EFFECTIVE DATE

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

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

By: _____
Name:
Title: Mayor

ATTEST: _____
Name:
Title: CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS:

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

PEOPLES GAS SYSTEM, INC.

By: _____
Name:
Title:

By: _____

Name:
Title:

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

To: Comprehensive Planning and Zoning Board
From: Jennifer Thompson, Planner
CC: Brian Law, Director of Building & Zoning, Bonnie Miller, Senior Planner
Date: 09/12/2023
Re: Proposed Code Changes Sections 6.01.04 & 6.01.05

Section 6.01.04 b. of the City's Land Development Regulations currently allows for specific architectural features on buildings to exceed 10 feet above the building height limit of 35 feet. The new proposed code change would alter the code to only allow this for commercial occupancies not including transient rentals. This would prevent a residential building from exceeding 35 feet in height.

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

Sincerely,

Jennifer Thompson, CFM

Planner

Planning and Zoning Division

ORDINANCE NO: 23- 09

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

WITNESSETH:

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

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

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

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

SECTION 2. Amend Chapter 6, Sections 6.01.04 and 6.01.05 of the Code of the City of St. Augustine Beach be, and the same is, hereby amended, revised and restated to read:

Sec. 6.01.04. Building height measurement, exceptions, and applications.

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- b. The building height limitation shall not apply to architectural features or any roof structures for housing elevators, stairways, tanks, mechanical equipment, ventilation fans, solar energy collectors, or similar equipment, not to church spires, steeples, belfries, cupolas, domes, monuments, water towers, skylights, flag poles, chimneys, vents or similar structures, which may be erected above the height limit, nor to fire or parapet walls for commercial occupancies only, not including transient rentals, provided, however that such features and items shall not extend more than ten (10) feet above the structure

Sec. 6.01.05. Drainage Requirements for New Development

- A. The Director of Building and Zoning or designee may require construction of retaining walls, roof gutters, underdrains, swales, or any other method deemed necessary to provide adequate drainage on all buildings.
- B. Roof gutters are required for 2 story or greater residential buildings as deemed necessary by the Building and Zoning Department.

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

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

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

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

MAYOR

ATTEST:

CITY CLERK

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

MAYOR

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

| **Formatted:** Font: (Default) Times New Roman, Bold ___ |



City of St. Augustine Beach Building and Zoning Department

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

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

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

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

Sincerely,

Jennifer Thompson, CFM

Planner

Planning and Zoning Division

MEMORANDUMMeeting Date 10-2-23

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

FROM: Max Royle, City Manager 

DATE: September 20, 2023

SUBJECT: Replacement of Publix Supermarket in the Anastasia Shopping Plaza: Request to Approve Final Development Plan

Attached (pages 1-22) is information that the Comprehensive Planning and Zoning reviewed at its September 19, 2023, meeting concerning the request from Regency Centers for final development plan approval. Page 23 (attached) is a memo from Ms. Jennifer Thompson, City Planner, in which she states that the Board by a unanimous vote at that meeting recommended you approve the final development plan for the new Publix.

There is also additional information. It consists of site plans and drawings and is too large to fit in your agenda books. It will be provided separately. Should you have questions about the site plans, please call Ms. Thompson, the City Planner at (904) 471- 8758.

Your review of the proposed final development plan for the new Publix will be the fourth time the plan has been presented for public review and discussion. The other three times were:

- June 20th, when the Planning Board held a concept review hearing on the project.
- September 11th, when Regency Centers held an information hearing for the public at city hall.
- September 19th, when the Planning Board held a hearing and recommended that you approve the final development plan.

At the above meetings, some residents had concerns about the proposed replacement, but none were hot-button or negative issues. Some of the concerns were drainage from the shopping center to the north into Hammock Dunes Park, having a sound wall to buffer the noise from delivery trucks being unloaded, improving the west entrance into the parking lot and keeping the Publix pharmacy open, either on site or elsewhere in the City.

MEMORANDUM

ACTION REQUESTED

It is that you hold the public hearing and then decide whether to approve the final development plan to replace the current Publix supermarket with a new facility.



City of St. Augustine Beach Building and Zoning Department

To: Comprehensive Planning and Zoning Board
From: Jennifer Thompson, Planner
CC: Brian Law, Director of Building & Zoning, Bonnie Miller, Senior Planner
Date: 09/12/2023
Re: Major Development Application File #2023-01

Major Development file #2023-01 is an application to replace the existing Publix grocery store located at 1033 A1A S. in the Anastasia Plaza owned by Regency Centers. The existing Publix will be demolished and replaced with a new 54,964 square foot building. Additionally, the parking lot will be improved in phases to keep businesses in the plaza operational during the rebuild process.

At the June 20, 2023, Planning and Zoning meeting, the board reviewed the Concept Review for the Publix rebuild and Anastasia Plaza remodel. During this meeting, the Planning and Zoning Board granted variances for this project which are attached.

~~St. Johns County Fire Department and St. Johns County Utilities have included~~ comments regarding this project, and the applicants are aware of the requirements set forth by these agencies.

Sincerely,

Jennifer Thompson, CFM

Planner
Planning and Zoning Division



City of St. Augustine Beach Building and Zoning Department

To: Planning & Zoning Division
From: Brian Law, Director of Building & Zoning
Date: 09/12/2023
Re: 1033 A1A Beach Blvd. Final Development Order

The 2020 Florida Building Code has no objection to the requested remodel/rebuild of the Publix located in the Regency Plaza at 1033 A1A Beach Blvd. The Building Division will review the completed architectural and engineered plans upon submittal for a building permit.

Brian W. Law

Brian W. Law, CBO, CFM, MCP
Director of Building & Zoning



City of St. Augustine Beach

MEMORANDUM

TO: Bonnie Miller, Senior Planner
FROM: Jason D. Sparks, P.E., Engineering Director
DATE: August 31, 2023
SUBJECT: Major Development Review for Publix Rebuild and Anastasia Plaza

Engineering reviewed the proposed grading and storm drainage and stormwater pollution prevention plan and offers the following:

- This is an existing privately owned and maintained drainage system permitted through the St. Johns River Water Management District (SJRWMD).
- Provide the approved SJRWMD permit modification and associated documentation reflecting proposed improvements.
- Indicate the pond outfall location on the plans.
- Upon completion, provide drainage system inspection results and construction certification of completion signed and sealed by a licensed professional engineer registered in the State of Florida.
- Ensure all roof drains, downspouts, associated piping and appurtenances conform with the latest edition of the Florida Plumbing Code.
- No objection to modifying, upgrading and rehabilitating the existing stormwater drainage system as per the SJRWMD permitted documents.

Jennifer Thompson

From: Dawn Lyons <dlyons@sjcfl.us>
Sent: Monday, August 28, 2023 1:58 PM
To: Jennifer Thompson
Subject: Publix Reno -DRC

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

Good afternoon,

Below are the rejected Fire comments. Please resubmit to Fire in person with 2 copies of the below comments, answered, signed and dated by the person that completes them along with 2 copies of any plan sheets that will need to be slip sheeted into the set we have here.

St. Johns County Fire Rescue Department
Fire Marshal Office
Plans Review Comment Sheet

Project Name Publix
Project Address 1033 A1A Beach Blvd.
Contractors Name
Contractors Phone Number
Sprinkler Contractor
Underground
Fire Alarm Contractor
FHID 13440

Plans Reviewed under Florida Uniform Fire Safety Standards or Florida Fire Prevention Code 7th edition. To help speed the review process you may include a written comment response summary to clarify or illustrate where corrections were made on plans. Please remember to use the Florida Fire Prevention Code 7th Ed for all code reference in a response to comments. The fire plans examiner does not use or have a copy of the Florida Building Code.

Plans for the demolition of an existing Publix and some of the neighboring retail space, to re-build a slightly larger Publix. The existing store is 48,555sf with 55,663sf of retail. The proposed store is 54,964sf with 48,761 of retail.

1. Identify on the plans that the building will be provided with fire sprinklers.
2. How will egress be maintained for the existing occupancies while the concrete in front of the existing retail building is removed and replaced?
3. Please pass on to the design professional of the building an evaluation for a radio enhancement system is required for new buildings over 12,000 square feet and/or underground areas. NFPA 1:11.10 and NFPA 1225 (2022 ED.)
4. On utility plan, clearly label where public utility stops and beginning of point of service (POS) for private fire main in accordance with FS 633.102(24). (This is where main serves fire protection exclusively.)
5. On utility plan, place note: FDC shall be 5" 5torz connection with 30 degree downward deflection.
6. Place this statement prominently on all utility pages:

This civil utility plan is provided for DRC (civil) review only. Approval of these plans do not include approval for private underground water main, hydrants, and fire sprinkler mains. Civil drawings illustrate layout only and do NOT show full compliance with the respective Fire Codes. For Fire Marshal underground permit, detailed shop drawings must be

prepared and submitted by the installing underground fire contractor I, II or V showing complete compliance with, but not limited to, NFPA 24, (Standard for Installation of Private Fire Service Mains and their Appurtenances.)

Kindest regards,



Dawn Lyons

Administrative Assistant/Fire Permit Specialist

Fire Rescue/Fire Prevention

St. Johns County Board of County Commissioners

4040 Lewis Speedway, St. Augustine FL 32084

904-209-1712 | www.sicfl.us



Jennifer Thompson

Subject: FW: City of St. Aug Beach Publix plans

From: Chad J. Smith <cjsmith@sjcfl.us>
Sent: Monday, September 11, 2023 3:30 PM
To: Melissa Caraway <mcaraway@sjcfl.us>
Subject: RE: City of St. Aug Beach Publix plans

Missy,

Below are the comments for the St Augustine Beach Publix:

1. Provide existing square footage that will be demolished.
2. Provide arch/plumbing plans of new building.
3. Clarify ownership of new 1 & 1/2" water meter. This plaza is master metered so the new meter could be a privately owned meter to deduct usage from master meter. SJCU does not allow publicly owned meters on private water mains.
4. Provide grease trap spec sheets for review by SJCU Pre-treatment Dept.

Thank you,



Chad J Smith
Utility Review Specialist
Utilities Development Group
St. Johns County Board of County Commissioners
1205 SR 16, St. Augustine FL 32084
904-209-2632 | www.sjcfl.us



Florida has a very broad public records law. Most written communications to or from the St. Johns County Board of County Commissioners and employees regarding public business are public records available to the public and media through a request. Your e-mail communications may be subject to public disclosure. This communication may contain privileged and confidential information intended only for the addressee(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please notify the sender by reply email and destroy all copies of the original message.

**BEFORE THE COMPREHENSIVE PLANNING
AND ZONING BOARD OF THE
CITY OF ST. AUGUSTINE BEACH, FLORIDA**

In RE:

**APPLICATION OF PATRICK MCKINLEY, AGENT
FOR REGENCY CENTERS AND MCW-RC-FL-
ANASTASIA LLC, FOR A LAND USE VARIANCE
PERTAINING TO RECONFIGURATION OF THE
EXISTING ANASTASIA PLAZA SHOPPING
CENTER PARKING LOT IN A COMMERCIAL
LAND USE DISTRICT AT 1033 A1A BEACH BOULEVARD,
ST. AUGUSTINE BEACH, FLORIDA, 32080**

Public Records of St. Johns County, FL
Clerk number: 2023050382
BK: 5783 PG: 661
6/28/2023 2:45 PM
Recording \$18.50

ORDER APPROVING VARIANCE FILE NO. VAR 2023-10

This CAUSE came on for public hearing before the Comprehensive Planning and Zoning Board of the City of St. Augustine Beach, Florida, on Tuesday, June 20, 2023, upon Application (File No. VAR 2023-10) by Patrick McKinley, Agent for Regency Centers and MCW-RC-FL-Anastasia LLC, Applicant, for a land use variance for existing non-conforming uses for minimum parking space size of 9-foot-by-20 feet, per Section 6.03.05.B of the City of St. Augustine Beach Land Development Regulations, to 9.5-foot-by-18; reduction of the northern landscape buffer, per Section 6.06.04 of the City of St. Augustine Beach Land Development Regulations, to five (5) feet to accommodate the proposed new truck dock; and to lower the existing non-conforming impervious surface ratio (ISR) coverage but still exceed the maximum 70% ISR coverage allowed in a commercial land use district, per Section 6.01.02 of the City of St. Augustine Beach Land Development Regulations, for proposed reconfiguration of the existing Anastasia Plaza shopping center parking lot to create additional parking spaces for the shopping center, Parcel Identification Number 174200-0020, at 1001 and 1033 A1A Beach Boulevard, St. Augustine Beach, Florida, 32080. The Planning and Zoning Board having reviewed the Application, received public comments, and upon motion duly made, seconded and passed, the variance was approved based upon the following findings and subject to the following conditions:

1. The required considerations for the granting of a variance as detailed in the Application and discussed at the hearing are incorporated herein as findings of fact, as a result of the finding that the hardship granted is due to the acquisition of the property preceding the adoption of the regulations from which the variance is sought, which shall act in favor of the granting of the variance per Section 10.02.03.B.4 of the City of St. Augustine Beach Land Development Regulations.

2. A land use variance shall be granted for the allowances as stated above for the proposed reconfiguration of the existing Anastasia Plaza shopping center parking lot on the property described above in a commercial land-use district at 1001 and 1033 A1A Beach Boulevard, St. Augustine Beach, Florida, 32080, subject to the condition that a barrier fence be installed along the northern buffer area of the Anastasia Plaza property adjacent to Hammock Dunes Park.
3. A violation of the conditions listed above shall void the variance approval granted herein.

Any appeal of this decision may be made by filing an application for appeal to the St. Augustine Beach City Commission within thirty (30) days of the date of this Order.

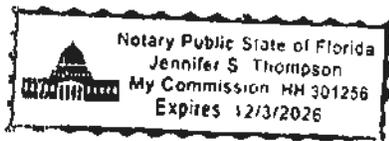
DONE AND ORDERED this 28 day of June, 2023, at St. Augustine Beach, St. Johns County, Florida.

**COMPREHENSIVE PLANNING AND ZONING BOARD OF
THE CITY OF ST. AUGUSTINE BEACH, FLORIDA**

By: [Signature]
Kevin Kincaid, Chairperson

**STATE OF FLORIDA
COUNTY OF ST. JOHNS**

The foregoing instrument was acknowledged before me by means of **physical presence or**
 online notarization, this 28 day of June, 2023,
by (print name of person signing above) Kevin Kincaid,
who is personally known to me or has produced the following type of
identification _____

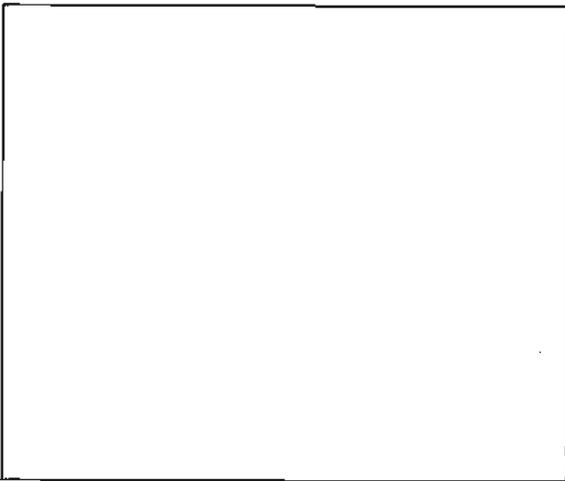


[Signature]
Signature of Notary Public, State of Florida

**BEFORE THE CITY COMMISSION OF
ST. AUGUSTINE BEACH, FLORIDA**

In RE:

**APPLICATION OF PATRICK MCKINLEY, AGENT
FOR REGENCY CENTERS AND MCW-RC-FL-
ANASTASIA LLC, FOR REBUILD OF THE PUBLIX
GROCERY STORE, 1033 A1A BEACH BOULEVARD,
ST. AUGUSTINE BEACH, FLORIDA, 32080, AND
RECONFIGURATION OF THE ANASTASIA PLAZA
SHOPPING CENTER PARKING LOT, 1001 A1A BEACH
BOULEVARD, ST. AUGUSTINE BEACH, FLORIDA,
32080**



FINAL DEVELOPMENT FILE NO. FD 2023-01

This CAUSE, pertaining to 1001 and 1033 A1A Beach Boulevard, St. Augustine Beach, Florida, 32080, Parcel Identification Number 174200-0020, PERTAINING TO PARCEL A, ALL THAT PORTION OF THE NORTH ONE-HALF AND THE SOUTH ONE-HALF OF GOVERNMENT LOT 1 AND GOVERNMENT LOT 2, SECTION 10, TOWNSHIP 8 SOUTH, RANGE 30 EAST, WHICH LIES BETWEEN COUNTY ROAD A1A BEACH BOULEVARD AND STATE ROAD A1A SOUTH, AND PARCEL B, THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND BEING PART OF SECTION 10, TOWNSHIP 8 SOUTH, RANGE 30 EAST, PARCEL IDENTIFICATION NUMBER 174200-0020, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, came before the City of St. Augustine Beach Comprehensive Planning and Zoning Board on the 19th day of September, 2023, and before the St. Augustine Beach City Commission on the 2nd day of October, 2023, upon Application of Patrick McKinley, Agent for Regency Centers, Jacksonville, Florida, and MCW-RC-FL-Anastasia LLC, San Antonio, Texas, Applicants, for review and final development approval for major development, per Sections 12.02.05--12.02.13 of the City of St. Augustine Beach Land Development Regulations, for the property described above in a commercial land use district at 1001 and 1033 A1A Beach Boulevard, St. Augustine Beach, Florida, 32080, for the demolition of the existing 48,555-square-foot Publix grocery store to be rebuilt as a 54,964-square-foot Publix grocery store and reconfiguration of the existing Anastasia Plaza shopping center parking lot to create additional parking spaces for the shopping center, subject to compliance with Land Use Variance File No. VAR 2023-10, granted for existing non-conforming uses for minimum parking space size; reduction of the northern landscape buffer to accommodate the proposed new truck dock; and to maintain but lower the existing non-conforming impervious surface ratio coverage, per Sections 6.03.05.B, 6.06.04, and 6.01.02, respectively, of the City of St. Augustine Beach Land Development Regulations. The Comprehensive Planning and Zoning Board and the City Commission, having reviewed and considered the Application, the report of the Building and Zoning Department, the testimony, statements, and evidence presented before the Comprehensive Planning and Zoning Board and the City Commission by the Applicants and the Applicants' Authorized Agent and other persons speaking at the public hearings, including public comments, and the City Commission finding it has jurisdiction over this proceeding and that the required notices have been provided and were afforded to all parties, upon motion duly made, seconded and passed, the Application was approved and determined as follows:

FINDINGS OF FACT

The Comprehensive Planning and Zoning Board and City Commission find that the Application for Final Development File No. FD 2023-01 for the demolition of the existing 48,555-square-foot Publix grocery store to be rebuilt as a 54,964-square-foot Publix grocery store and reconfiguration of the existing Anastasia Plaza shopping center parking lot to create additional parking spaces for the shopping center, subject to compliance with Land Use Variance File No. VAR 2023-10, granted for existing non-conforming uses for minimum parking space size; reduction of the northern landscape buffer to accommodate the proposed new truck dock; and to maintain but lower the existing non-conforming impervious surface ratio coverage, per Sections 6.03.05.B, 6.06.04, and 6.01.02, respectively, of the City of St. Augustine Beach Land Development Regulations, at 1001 and 1033 A1A Beach Boulevard, St. Augustine Beach, Florida, 32080, conforms to all applicable provisions of the City of St. Augustine Beach Comprehensive Plan, and, except as may be required to be cured herein, with all applicable City of St. Augustine Beach Land Development Regulations.

The application and accompanying documents submitted for Final Development File No. FD 2023-01 demonstrate the proposed final development plans for major development at the above-referenced property do not degrade the prescribed Levels of Service for the City of St. Augustine Beach and/or any interlocal agreement with St. Johns County concerning services or capacities which affect consistency and concurrency determinations.

Subject to the conditions hereinafter set forth, it is determined that this Final Development Order File No. FD 2023-01, prepared for the Final Development Application File No. FD 2023-01, submitted by Regency Centers, Jacksonville, Florida, and MCW-RC-FL-Anastasia LLC, San Antonio, Texas, as represented by its Authorized Agent Patrick McKinley, Regency Centers, Jacksonville, Florida, for final development approval for major development, per Sections 12.02.05--12.02.13 of the City of St. Augustine Beach Land Development Regulations, unless modified by a subsequent final development order, is approved for the parcel of land as described above at 1001 and 1033 A1A Beach Boulevard, St. Augustine Beach, Florida, 32080, and shall not be effective except upon ratification of each and every one of the following conditions.

ORDERED as follows:

1. Nothing contained herein shall be deemed to waive the requirement that the proposed final development plans for major development on the parcel of land as described above at 1001 and 1033 A1A Beach Boulevard comply with current State of Florida Building Codes and conform to all applicable provisions of the City of St. Augustine Beach Comprehensive Plan and the City of St. Augustine Beach Land Development Regulations, with the exception of the variance approval granted per Land Use Variance File No. VAR 2023-10 for the subject property, and the provisions of all other applicable agencies.
2. Production of evidence satisfactory to the Building Official of receipt by the Applicant of permits deemed necessary allowing development in accordance with this Final Development Order and accompanying drawings, if required, from the Army Corps of Engineers, the Florida Department of Environmental Protection, St. Johns River Water Management District, St. Johns County Fires Services, and St. Johns County Utility Department, shall be issued and in effect prior to the issuance of any permits for the parcel of land as described above at 1001 and 1033 A1A Beach Boulevard, St. Augustine Beach, Florida, 32080.

3. Essential services such as electricity, telephone, cable and other communication lines and street lighting must be in place prior to issuance of any Certificate of Occupancy for the subject property development. Water and sewer connection fees shall be paid and in place prior to the issuance of any building permits. Screening of any utility apparatus placed above ground shall be required. Fire hydrants shall also be in place prior to issuance of any building permits.
4. Applicant/Owner shall undertake measures to protect trees and environmentally sensitive areas by providing protective barriers prior to and during all development activities immediately adjacent to the right-of-way and utility easements and the issuance of any infrastructure or utility permits. Clearing and/or tree removal permits will not be issued prior to acceptance of a completed application for a building permit for site work.
5. Applicant/Owner shall be responsible for all repairs of curbs and/or damage to City of St. Augustine Beach, St. Johns County, and Florida Department of Transportation roadways.
6. This Final Development Order shall be effective for a period of five (5) years from its effective date, at which time the applicant/owner shall have completed one hundred (100%) percent of all development construction on the site.
7. Successors and assigns of the Applicant/Owner shall be bound by the terms and conditions of this Final Development Order. However, persons acquiring property do so with notice that although under appropriate circumstances, owners of property have vested rights, changes in the City of St. Augustine Beach Land Development Regulations affecting use would not be acquired under the transfer of ownership.
8. Any appeal of this decision may be made by filing an application for appeal to the St. Johns County Circuit Court within thirty (30) days of the date of this Order.

DONE AND ORDERED this _____ day of _____, 2023, at St. Augustine Beach, St. Johns County, Florida.

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

Attest: _____
Max Royle, City Manager

By: _____
Donald Samora, Mayor

THIS ORDER IS SUBJECT TO APPEAL PER THE PROVISIONS OF SECTION 12.06.04 OF THE CITY OF ST. AUGUSTINE BEACH LAND DEVELOPMENT REGULATIONS.

Sec. 12.06.04.C. *“Appeals from the decision of the City Commission shall be appealed to the circuit court.”*

City of St. Augustine Beach Building and Zoning Department
 Major Development Application
 2200 A1A SOUTH, ST. AUGUSTINE BEACH, FLORIDA 32080
WWW.STAUGBCH.COM BLDG. & ZONING (904)471-8758 FAX (904) 471-4470

1. Legal description of the parcel for which major development is being sought:

Lot(s) _____ Block(s) _____ Subdivision _____

Street Address 1033 A1A Beach Blvd, St. Augustine, FL 32080

2. Location (N, S, W, E): West Side of (Street Name): A1A Beach Blvd

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

4. Real estate parcel identification number: 1742000020

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

MCW-RC-FL-Anastasia, LLC

One Independent Dr, Suite 114, Jacksonville, FL 32202

6. Current land use classification: Commercial

7. Section of land use code from which major development is being sought: Land Development Regulations

Sections 12.02.05--12.02.15

8. Reasons for which major development is being sought: Replacing the existing grocery store with a newer and better building to serve the community, improved parking and look of the shopping center.

9. Architect's name and address: Fisher Architects 2315 Belleair Rd, Clearwater, FL 33764

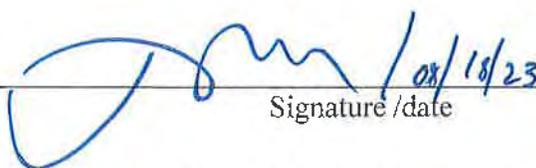
10. Contractor's name and address: TBD

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

- Survey including legal description of parcel submitted for major development
- Copy of warranty deed
- Owner Authorization Form (if applicable)
- List of names and addresses of all property owners within 300-foot radius (see instructions on page 4 of this application)
- First-class postage-stamped legal-size envelopes with names and addresses of all property owners within 300-foot radius (see instructions on page 4 of this application)
- Survey to include all existing structures and fences
- Other documents or relevant information to be considered
- Fourteen (14) copies of the completed application including supplemental documentation and/or relevant information

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

The application must be signed by either the owner or the owner's authorized agent. If an authorized agent's signature is used, a notarized written authorization approving such representation must accompany the application.

Patrick McKinley	
Print name (owner or his/ her agent)	Print name (applicant or his/her agent)
	
Signature /date	Signature /date
One Independent Dr, Suite 114, Jacksonville, FL 32202	
Owner/agent address	Applicant/agent address
904-598-7000	
Phone number	Phone number

****All agents must have notarized written authorization from the property owner(s)****

**** Please note that if you are a resident within a development or subdivision that has covenants and restrictions, be aware that approval of this application by the Comprehensive Planning and Zoning Board and/or City Commission does not constitute approval for variation from the covenants and restrictions.****

Major Development File #: _____

Applicant's name: MCW-RC-FL-Anastasia, LLC

Applicant's address: One Independent Dr, Suite 114, Jacksonville, FL 32202

Applicant's phone number and email address: 904-598-7000 patrickmckinley@regencycenters.com

For major development at: 1033 A1A Beach Blvd, St. Augustine, FL 32080

Fee Schedule for Major Development Application

Major Development Application Fee:	\$350.00 if under 2 acres/\$500.00 if 2 acres or more
Legal Notice Sign:	\$10.00
Review of Preliminary Plat:	\$150.00 plus \$2.00 per lot with a \$400.00 minimum
Final Plat Approval:	\$5.00 per lot plus the cost of 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.

Amount Paid _____ Date _____

Invoice # _____ Received by _____

Check # or type of credit or debit card payment _____

PREPARED BY AND RETURN TO:
John R. Ibach, Esquire
Rogers Towers, P.A.
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

Tax I.D. No. 174200-0000
C412-15/3797382-

SPECIAL WARRANTY DEED

THIS INDENTURE, made as of this 18th day of May, 2012, between, **ST. AUGUSTINE '91 ASSOCIATES LIMITED PARTNERSHIP**, a dissolved New Jersey limited partnership, whose address is 906 Mt. Kemble Avenue, Morristown, New Jersey 07960 ("**Grantor**"), and **MCW-RC FL-ANASTASIA, LLC**, a Delaware limited liability company ("**Grantee**"), whose address is One Independent Drive, Suite 114, Jacksonville, FL 32202-5019.

WITNESSETH:

Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, does hereby grant, bargain, sell and convey to Grantee and Grantee's successors and assigns forever that certain land (the "**Land**") situated in **St. Johns County, Florida**, more particularly described as follows:

See Exhibit "A" attached hereto and by this reference made a part hereof.

together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the Land (collectively, the "**Property**"), subject to the following permitted encumbrances (the "**Permitted Encumbrances**");

1. Real estate taxes for the year 2012 and subsequent years;
2. Restrictions, covenants, conditions, easements and other matters as set forth in Declaration of Covenants, Restrictions and Easements recorded in Official Records Book 701, Page 143, as amended; and
3. Lease Agreement to Publix Super Markets, Inc., a Florida corporation, as evidenced by Addendum to Memorandum of Lease recorded in Official Records Book 752, Page 909.

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

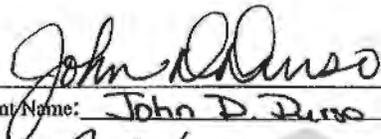
Except as set forth in the Permitted Encumbrances, Grantor does hereby fully warrant the title to said Land, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

This deed is delivered for the purpose of, and in connection with, the winding up of the partnership affairs of Grantor.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed in its name all as of the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

**ST. AUGUSTINE '91 ASSOCIATES
LIMITED PARTNERSHIP**, a dissolved New
Jersey limited partnership


Print Name: John D. Russo

By: Owl Creek Capital Corp., a New Jersey
corporation, as successor by merger to
HMC Properties, Inc., a New Jersey
corporation


Print Name: Cole Kleitsch

Its: General Partner

By: 
Name: Deborah H. Imperatore
Its: Sr. Vice President / Treasurer

STATE OF NEW JERSEY
COUNTY OF Morris

The foregoing instrument was acknowledged before me this 17th day of May, 2012, by Deborah H. Imperatore, the Sr. Vice President / Treasurer of Owl Creek Capital Corp., a New Jersey corporation, as successor by merger to HMC Properties, Inc., a New Jersey corporation, the General Partner of St. Augustine '91 Associates Limited Partnership, a dissolved New Jersey limited partnership, on behalf of the partnership. She (check one) is personally known to me or has provided me with _____ (insert type of identification) as evidence that he is the individual who executed this instrument.

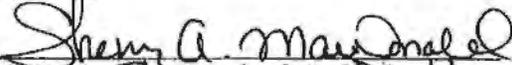

(Print Name) Sherry A. Macdonald
Notary Public, State and County Aforesaid
My Commission expires: 7/19/2012

Exhibit "A"

PARCEL B

That certain piece, parcel or tract of land being part of Section 10, Township 8 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the Intersection of the Easterly right of way line of State Road A-1-A (also known as State Road No. 3) with the Northerly line of said Section 10; thence South 88 degrees 53 minutes 30 seconds East along said Northerly line, 425.88 feet to a 1/2" rebar and the POINT OF BEGINNING; thence continue South 88 degrees 53 minutes 30 seconds East along said Northerly line, 122.80 feet to a 1/2" rebar; thence South 01 degree 06 minutes 30 seconds West 49.75 feet; thence North 88 degrees 53 minutes 30 seconds West 122.80 feet; thence North 01 degree 06 minutes 30 seconds East 49.75 feet to the POINT OF BEGINNING.

Less and Except any part lying in road right of ways.

COPY

M02000002578

Florida Department of State
Division of Corporations
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H12000179005 3)))



H120001790053ABCZ

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations
Fax Number : (850) 617-6383

From: Account Name : FOLEY & LARDNER
Account Number : 072720000061
Phone : (904) 359-2000
Fax Number : (904) 359-8700

(JUL) 11 2012
L. SELLERS

Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.

Email Address: cynthia.guess@regencycenters.com

LLC AMND/RESTATE/CORRECT OR M/MG RESIGN
MCW-RC FL-ANASTASIA, LLC

Certificate of Status	0
Certified Copy	1
Page Count	03
Estimated Charge	\$55.00

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TALLAHASSEE, FLORIDA

FILED
12 JUL 10 AM 11:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Electronic Filing Menu Corporate Filing Menu Help



ATTORNEYS AT LAW
ONE INDEPENDENT DRIVE, SUITE 1300
JACKSONVILLE, FLORIDA 32202-5017
P. O. BOX 240
JACKSONVILLE, FLORIDA 32201-0240
TELEPHONE: 904.359.2000
FACSIMILE: 904.359.8700
www.foley.com

FACSIMILE TRANSMISSION

Total # of Pages (Excluding Cover) 4

To:	Division of Corporations
From:	kpeterson@foley.com
Date:	7/10/2012

Delivery Details:

CONFIDENTIALITY NOTICE: THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENTS NAMED ABOVE. THIS MESSAGE MAY BE AN ATTORNEY-CLIENT COMMUNICATION, AND AS SUCH IS PRIVILEGED AND CONFIDENTIAL. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT OR ANY AGENT RESPONSIBLE FOR DELIVERING IT TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT YOU HAVE RECEIVED THIS DOCUMENT IN ERROR, AND THAT ANY REVIEW, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS MESSAGE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US BY MAIL. THANK YOU.

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY TO FILE AMENDMENT TO APPLICATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

SECTION I (1-3 must be completed)

- 1. Name of limited liability company as it appears on the records of the Florida Department of State: MCW-RC FL-ANASTASIA, LLC
- 2. Jurisdiction of its organization: Delaware
- 3. Date authorized to do business in Florida: September 30, 2002

SECTION II (4-7 complete only the applicable changes)

- 4. If the amendment changes the name of the limited liability company, when was the change effected under the laws of its jurisdiction of organization? July 6, 2012
- 5. New name of the limited liability company: RC FL-ANASTASIA, LLC
(must end with "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must end with "Limited Liability Company," "L.L.C." or "LLC.")

- 6. If the amendment changes the period of duration, indicate new period of duration:

- 7. If the amendment changes the jurisdiction of organization, indicate new jurisdiction:

- 8. If the amendment corrects any false statement, indicate the statement being corrected and the correction:

- 9. Attached is an original certificate, no more than 90 days old, evidencing the aforementioned amendment(s), duly authenticated by the official having custody of records in the jurisdiction under the law of which this entity is organized.


Signature of a member or the authorized representative of a member

Kathy D. Miller, Authorized Representative
Typed or printed name of signee

Filing Fee: \$25.00

Fax Audit No. H12000179005

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "MCW-RC FL-ANASTASIA, LLC", CHANGING ITS NAME FROM "MCW-RC FL-ANASTASIA, LLC" TO "RC FL-ANASTASIA, LLC", FILED IN THIS OFFICE ON THE SIXTH DAY OF JULY, A.D. 2012, AT 12:20 O'CLOCK P.M.

3572066 8100

120811444

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 9694345

DATE: 07-09-12

Fax Audit No. H12000179005

Fax Audit No. H12000179005
State of Delaware
Secretary of State
Division of Corporations
Delivered 12:26 PM 07/06/2012
FILED 12:20 PM 07/06/2012
SRV 120811444 - 3572086 FILE

AMENDED AND RESTATED
CERTIFICATE OF FORMATION
OF
MCW-RC FL-ANASTASIA, LLC

This Amended and Restated Certificate of Formation of MCW-RC FL-Anastasia, LLC is being executed and filed pursuant to Section 18-208 of the Delaware Limited Liability Company Act for the purpose of changing the Company's name to RC FL-Anastasia, LLC. The Certificate of Formation of MCW-RC FL-Anastasia, LLC was originally filed on September 24, 2002. The Certificate of Formation shall be amended and restated to read in full as follows:

1. The name of the limited liability company is RC FL-Anastasia, LLC.
2. The address of the registered office of the limited liability company in the State of Delaware is c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808. The name of the registered agent for service of process on the limited liability company at such address is Corporation Service Company.

Executed this 6th day of July, 2012.

Regency Centers, L.P., Member
By: Regency Centers Corporation, its General Partner

By: /s/ Kathy D. Miller
Name: Kathy D. Miller
Title: Senior Vice President

FILED
12 JUL 10 AM 11:08
SECRETARY OF STATE
TALLAHASSEE, FLORIDA



City of St. Augustine Beach Building and Zoning Department

To: Max Royle, City Manager
From: Jennifer Thompson, Planner
CC: Brian Law, Director of Building & Zoning, Bonnie Miller, Senior Planner
Date: 09/20/2023
Re: Major Development Application File #2023-01

Major Development file #2023-01 is an application to replace the existing Publix grocery store located at 1033 A1A S. in the Anastasia Plaza owned by Regency Centers. The existing Publix will be demolished and replaced with a new 54,964 square foot building. Additionally, the parking lot will be improved in phases to keep businesses in the plaza operational during the rebuild process.

At the June 20, 2023, Planning and Zoning meeting, the board reviewed the Concept Review for the Publix rebuild and Anastasia Plaza remodel. During this meeting, the Planning and Zoning Board granted variances for this project which are attached.

St. Johns County Fire Department and St. Johns County Utilities have included comments regarding this project, and the applicants are aware of the requirements set forth by these agencies.

At the Comprehensive Planning and Zoning Board meeting on September 19th, 2023, the board recommended approval by a unanimous voice vote of the Final Development Order to the City Commission.

Sincerely,

Jennifer Thompson, CFM

Planner

Planning and Zoning Division

M E M O R A N D U M

TO: MAX ROYLE, CITY MANAGER
FROM: PATTY DOUYLLIEZ, FINANCE DIRECTOR
SUBJECT: BUDGET RESOLUTIONS 23-14
DATE: 9/19/2023

Attached is Budget Resolution 23-14 which includes some miscellaneous adjustments for closing out FY23. The adjustments will correct negative balances within the Comp Planning and Debt Service Departments and will be offset with increased revenue in our Interest on Investment account.

If further information is needed, please let me know.

BUDGET RESOLUTION 23-14

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

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

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

INCREASE: Account 001-361-100 (Revenue-Interest on Investment) in the amount of \$13,689 which will increase the appropriation in this account to \$93,56814.00.

INCREASE: Account 001-1500-515-1200 (Comp Planning-Regular Wages) in the amount of \$4,500 which will increase the appropriation in this account to \$160,014.36.

INCREASE: Account 001-1700-517-7100 (Debt Service-Loan Principal) in the amount of \$7,883 which will increase the appropriation in this account to \$171,954.00.

INCREASE: Account 001 1700-517-7200 (Debt Service-Loan Interest) in the amount of \$1,306 which will increase the appropriation in this account to \$15,323.00.

RESOLVED AND DONE, this 2nd day of October 2023 by the City Commission of the City of St Augustine Beach, St. Johns County, Florida.

Mayor – Commissioner

ATTEST:

City Manager

M E M O R A N D U M

TO: MAX ROYLE, CITY MANAGER
FROM: PATTY DOUYLLIEZ, FINANCE DIRECTOR
SUBJECT: BUDGET RESOLUTIONS 23-15
DATE: 9/19/2023

Attached is Budget Resolution 23-15 for Fiscal Year 2024 which will carryover the expense of two police vehicles which were not received in FY23. The expenditure not recorded in FY23 will flow back to the reserve balance of the city when the fiscal year is closed, so the budget resolution is pulling these funds into FY24. Please see the attached memo from Commander Harrell regarding the vendor's failure to deliver the vehicles.

If further information is needed, please let me know.



St. Augustine Beach Police Department



Daniel Carswell, Chief of Police

Memorandum

TO: Patricia Douylliez, Finance Director
FROM: T.G. Harrell, Asst. Chief
REF: Delivery of vehicles
DATE: 9/15/2023

Director,
Please allow this memorandum to serve as a notification that our chosen vendor has failed to deliver the (two) police vehicles that were ordered this fiscal year.

After speaking with several representatives from Bozard Ford, (our current vehicle vendor) I was informed the vehicles which were initially slated for delivery this fiscal year will not be delivered as promised.

Please make the appropriate adjustments in order to take delivery next fiscal year.

Respectfully,

T.G. Harrell, Asst. Chief

BUDGET RESOLUTION 23-15

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

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

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

INCREASE: Account 001-381-990 (Revenue-Transfer from Undesign/Unreserved Fund Balance) in the amount of \$117,352 which will increase the appropriation in this account to \$438,552.

INCREASE: Account 001-2100-521-6410 (Law Enforcement-Vehicles) in the amount of \$117,352 which will increase the appropriation in this account to \$182,352.00.

RESOLVED AND DONE, this 2nd day of October 2023 by the City Commission of the City of St Augustine Beach, St. Johns County, Florida.

Mayor – Commissioner

ATTEST:

City Manager

MEMORANDUMMeeting Date 10-2-23

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

FROM: Max Royle, City Manager 

DATE: September 25, 2023

SUBJECT: City Charter: Appointment of Residents to the Charter Review Committee, Consideration of Resolution to Establish the Committee, and Interview of Two Candidates to be the Committee's Facilitator

INTRODUCTION

At your September 11, 2023, meeting, you reviewed information prepared by the City Manager about the appointment of a Charter Review Committee and whether to hire a facilitator to assist the Committee. You agreed with the Manager's proposal to have the following:

- A Committee composed of seven regular members and two alternates.
- Each Commissioner to appoint a regular member.
- The Commission as a group to appoint the two remaining regular members and the two alternates.

The criteria for membership on the Committee were two: resident of the City and a registered voter.

Concerning the facilitator, Mayor Samora asked the City Manager to get the names of potential facilitators. The Manager responded that he already had a couple of names though some of them are farther away and he could check to see if there were any nearby.

A. APPOINTMENT OF COMMITTEE MEMBERS

As of the date of this memo to you, September 25th, the following Commissioners have appointed a Committee member:

Commissioner George: Mr. Ed George
 Commissioner Morgan: Ms. Heather Neville

The City announced in its usual media sources for interested residents to submit a letter of interest. One did: former Mayor and Commissioner Margaret England. Her letter is attached as page 1. If she isn't appointed by a Commissioner, she could be one of the two regular members appointed by you as a group.

MEMORANDUM

On September 24th, Commissioner Morgan emailed the City Manager that Mr. Jeremiah Mulligan is interested in serving. We asked her to have him send a letter of interest. As of the date of this memo, we have not received his letter. He could be one of the two regular members or one of the two alternates appointed by the Commission as a group.

In addition, the City Manager called some former City elected or appointed officials, to see if they would be interested in serving. Two said no and the others have not responded.

Likely at your October 2nd meeting, the other Commissioners will announce their respective appointees and the City may have received letters of interest from residents, so that you can select from them the two regular members and the two alternates.

B. RESOLUTION 23-07

It formally establishes the 2023 City Charter Review Committee and is based on the resolution (13-05) that established the 2013 Committee. It is attached as 2-3.

C. FACILITATOR

Last December, the City Manager contacted Ms. Lynn Tipton, who has for many years been employed by the Florida League of Cities and thus is a fount of information for names of possible facilitators. She provided several, most of whom are located a distance from our City, such as West Palm Beach, Tallahassee and Fort Pierce. One, however, is close: Jacksonville Beach. In addition, the Manager contacted Dr. Bob Lee, located in Naples, who does consulting work for cities and counties. He suggested some possible facilitators, one of whom lives in Flagler Beach.

As of the date of this memo to you, we have received a proposal (pages 4-10) from Ms. Georgette Dumont, Director of the Master of Public Administration Program at the University of North Florida, and a former member of Jacksonville Beach's City Council.

The second possible facilitator is Mr. William Whitson, who has been a city manager in Georgia, Tennessee, and Florida. His last city manager job was with Flagler Beach. We expect to receive his proposal this week and will forward it to you by email.

So as to move forward on the possible hiring of a facilitator, we have invited each of your October 2nd meeting to make their respective proposal in person.

ACTIONS REQUESTED

There are three:

1. That you appoint the seven regular members and two alternates of the Charter Review Committee.
2. That you decide whether to approve Resolution 23-07, to establish the Committee.
3. That if you decide to have a facilitator, you interview the two candidates in alphabetical order of their last name, Ms. Dumont first, then Mr. Whitson, and select one.

Max Royle

From: margaretengland <margaretengland@comcast.net>
Sent: Tuesday, September 19, 2023 5:04 PM
To: Max Royle
Subject: SAB Charter Review Committee

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

Dear Max,

I wish to express my interest in participating in the review of the SAB city charter. It would be an honor to serve, if selected. Thank you for notifying me of this opportunity.

Best regards,

Margaret England

Sent from Samsung Galaxy smartphone.

RESOLUTION 23-07

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

**RE: ESTABLISHING THE 2023 CITY CHARTER
REVIEW COMMITTEE / APPOINTING MEMBERS
OF THE COMMITTEE; SETTING A TIME PERIOD
FOR REVIEW AND PROVIDING DIRECTION.**

The City Commission of St. Augustine Beach, St. Johns County, Florida, in a regular meeting duly assembled on Monday, October 2, 2023, resolves as follows:

WHEREAS the City Charter for the City of St. Augustine Beach provides for a Charter Review in 2023 to be conducted by a Charter Review Committee, the members of which are to be appointed by the City Commission in accordance with the following:

This Charter may be amended as provided by general law. Commencing with the first regular meeting following September 1, 2023, and every ten (10) years thereafter the city commission shall appoint a special committee of seven (7) qualified electors of the city to review the City Charter and make recommendations to the city commission as to amendments hereto. Nothing herein is intended to preclude the city commission from proposing amendments to this Charter at other times or to preclude the city commission from appointing such a special committee at earlier intervals.

WHEREAS the City Commission desires to establish a 2023 Charter Review Committee early so that amendments to the City Charter, if any, can be scheduled for the primary or general elections in 2024;

WHEREAS the City Commission desires to have the Charter Review Committee Members be representative of the diversity of the City and reflective of the elected officials of the City;

WHEREAS the City Commission has determined to have each of the five (5) City Commissioners nominate a proposed member to the Charter Review Committee and then as a group select two (2) additional members and two (2) alternate members.

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

1. The above recitals are hereby adopted and incorporated herein as findings of fact.
2. Members of the Charter Review Committee are to be registered voters in the City at the time of appointment. By accepting the appointment, the individual members do so without compensation.
3. The Alternate Members of the Charter Review Committee are to be registered voters at the time of appointment. Alternates are authorized to attend the Charter Review Committee meetings and participate as any other member of the public. Should any regular Member be absent from a meeting or not be able to continue to serve as a Member of the Charter Review Committee, the 1st Alternate Member may take the place of said Member for that meeting or permanently, as the case may be and after confirmation of the City Manager. In the absence of the 1st Alternate

Member or should the 1st Alternate Member be seated as a regular Member, the 2nd Alternate Member may assume the role of the 1st Alternate Member.

4. The Charter Review Committee shall be formed for not longer than seven (7) months from the date of this Resolution.
5. At the first meeting of the Charter Review Committee, the Committee will determine its procedures and establish a schedule of meetings. The Charter review will be a facilitated process using consensus decision making. In place of a chair and vice chair, the Committee shall have a facilitator.
6. The Charter Review Committee is encouraged to follow the manner in which the City Commission conducts its meetings, including maintaining a professional decorum and always giving public speakers opportunity to comment and for individual Members to be recognized and given the floor to express their ideas and opinions so as to encourage, promote and facilitate productive debate that thoroughly fleshes out the issues and embraces diversity of ideas.
7. The Members are reminded that the Florida in the Sunshine Law, F.S. Chapter 286, applies to their meetings and their actions. All meetings of the Charter Review Committee shall be public meetings which shall be noticed in advance and shall be open to attendance by the public. Written minutes shall be kept for all meetings. All meetings shall take place at City Hall.

RESOLVED AND DONE, this 2nd day of October 2023, by the City Commission of the City of St. Augustine Beach, St. Johns County, Florida.

Donald Samora, Mayor

ATTEST:

Max Royle, City Manager



September 19, 2023

Dear Honorable Mayor and Commissioners of St. Augustine Beach,

This letter is to relay my interest in facilitating the City of St. Augustine Beach's 2023/24 Charter Review. My experience and professional background will provide the appointed Charter Review Board members with the guidance and focus they will need to complete the process in the proposed six-month time frame.

I am currently the Director of the Master of Public Administration program at the University of North Florida, where my teaching and research focuses on local government and nonprofit organizations. I have deep knowledge about municipal charters and how they can, and do, impact communities. Through my professional experience, I can provide the members with a broad perspective of possible outcomes to any proposed changes as well as decisions to not make changes, to sections of the charter.

My professional background is strengthened by my experience in serving. I was elected to Jacksonville Beach's City Council in 2018, where I pushed for the city to develop a strategic plan, mission, and vision. At the same time, the city initiated its first full charter review in more than twenty years, which was conducted with only the elected officials with citizen input at each meeting. I also presented to the City of Atlantic Beach's Charter Review Commission, comprised of residents who volunteered, about the charter review process, the members' role, and what needs to be done for the review to be successful.

I was also a member of the City of Jacksonville's Task Force on Consolidated Government, where we not only analyzed and made suggested changes to the city's charter regarding the government's structure, but also suggested changes to some of the internal structures, policies, and processes. Some of the suggested changes to the charter were placed on the ballot and approved by the electorate.

In addition to being on the Jacksonville Beach City Council and the City of Jacksonville's Task Force on Consolidated Government, I also served on Jacksonville Beach's Planning Commission,



the City of Jacksonville's Public Service Grants Council, and most recently as a member of Jacksonville's Mayor Deegan's Transition Committee on Constituent and Community Outreach.

The facilitation of the Charter Review Board will include developing the process for the review, the initial presentation on the purpose of the board, and a thorough review of the current charter, which I will break down into manageable pieces for each subsequent meeting. The final product will be a list of recommended changes to the charter to present to the commission by the May 2024 deadline so it can be decided which items will move forward to the August ballot, and which, if any, should be placed on the November ballot. The estimated costs range from \$7,000 - \$10,000, inclusive of travel costs and time.

I will be at your October 2, 2023, meeting if you have any questions. I look forward to meeting all of you then, but if you have any questions before then, feel free to out to me. My number is 904.486.6865 or you can email me at georgettedumont@gmail.com.

Thank you again, and I look forward to the opportunity to help St. Augustine Beach make sure its charter will prepare the city for the next decade.

Regards,

A handwritten signature in black ink, reading "Georgette E. Dumont".

Georgette E. Dumont

GEORGETTE E. DUMONT, MPA, Ph.D.

✉ georgettedumont@gmail.com

🌐 georgettedumont.com

📞 @DrGDumont

507 16th Avenue South
Jacksonville Beach, FL 32250
904.486.6865

AREAS OF SPECIALIZATION

Local Government Management and Leadership, Nonprofit Leadership and Management, Public Administration, Information and Communication Technologies (ICT), E-Governance, Public and Nonprofit Accountability, Strategic Management and Leadership

TEACHING EXPERIENCE

Associate Professor, 2017 – present	<i>University of North Florida</i> , Jacksonville, FL
Assistant Professor, 2011 – 2017	<i>University of North Florida</i> , Jacksonville, FL
Visiting Assistant Professor, 2010 – 2011	<i>University of North Florida</i> , Jacksonville, FL
Adjunct Instructor, 2009	<i>University of Illinois at Chicago</i> , Chicago, IL
Graduate Instructor, 2006 – 2008	<i>Northern Illinois University</i> , DeKalb, IL

Courses Taught

Graduate:

Strategic Planning for Public and Nonprofit Organizations, Human Resource Management for Public and Nonprofit Organizations, Nonprofit Financial Management, Nonprofit Management, e-Governance, Grant Writing, Public Administration in Modern Society, Urban Administration, Politics and Policy in Local Government

Undergraduate:

Nonprofit Management, Issues in State and Local Government, Public Administration, Issues in Public Management, Government and Welfare, Public Policy, Bureaucracy in the Policy Process

Directed Studies:

Nonprofit Social Enterprises (graduate), Starting the FL Nonprofit Advocacy Alliance (graduate), Technology Use in Nonprofit Art Museums (graduate), Women in Leadership (graduate), Study of Nonprofit Organizations (undergraduate), Private-Nonprofit Partnerships (undergraduate), Measuring Public Value (graduate), Nonprofit Collaborations and Partnerships (graduate)

PEER REVIEWED JOURNAL PUBLICATIONS

(2022, with Zhang, J., Sumbera, B., Medina, P., Kordrostami, M., and Ni, A). "Rising to the Occasion: The Effect of the Pandemic on Faculty Adoption Patterns." *Online Learning*, 27(1), 404-427. DOI: 10.24059/olj.v27i1.3135

(2021, with Ni, A., VanWart, M., Beck, C., and Pei, H.) "The effect of the COVID pandemic on faculty adoption of online teaching: reduced resistance but strong persistent concerns." *Cogent Education*, (8)1, DOI: 10.1080/2331186X.2021.1976928

(2018, with Paloma Raggo) "The Dark Side of Interactive Learning: A faculty perspective." *Journal of Nonprofit Education and Leadership*, 8(1): 41-61.

(2013) "Transparency or Accountability? The Purpose of Online Technologies for Nonprofits." *International Review of Public Administration*, 18(3): pp. 7-29.

(2013) "Nonprofit Virtual Accountability: An Index and its Application" *Nonprofit and Voluntary Sector Quarterly*, 45(5): 1049 - 1067.

(2010, with G. Candler) "The price of citizenship: Civic responsibility as the missing dimension of public administration theory." *Public Administration Quarterly*. 34(2), pp. 169-201.

(2010, with G. Candler) "A nonprofit accountability audit framework." *Canadian Public Administration*. 53(2), 259–279.

(2005, with G. Candler). "Virtual jungles: survival, accountability and governance in online organizations." *American Review of Public Administration*, 35(3), 287-299.

BOOK CHAPTERS

(2016). Resident-Government Engagement Via New Technologies. In Chen and Ahn (eds) *Routledge Handbook on Information Technology in Government*, Routledge Press.

(2015). Aligning the Virtual with the Physical: Social Media, Strategy, Arts and Gardens. In Asincio and Sun (eds) *Cases on Strategic Social Media Utilization in the Nonprofit Sector*. Hershey, PA: IGI Global.

(2012, with G. Candler). Civic responsibility as a foundation of societal sustainability and how government might contribute to this. *Gestão Pública para Sustentabilidade*, São Paulo: Editora Maole.

OTHER REFEREED PUBLICATIONS

(2014). Book review: Collective Action in Organizations: Interaction and Engagement in an Era of Technological Change. *Voluntas: International Journal of Voluntary and Nonprofit Organizations*, 25(3): 847-848.

(2009). Encyclopedia entries: "Lester Salamon," "Social Watch," and "Social Enterprise Knowledge Network," in the *International Encyclopedia of Civil Society*, New York: Springer Publications.

MANUSCRIPTS UNDER REVIEW

(with Staffopoulos, M.). ICMA/NASPAA Case Study. "When Your In-House City Attorney is Arrested and Charged with a Felony: Ethics, Management, and City Manager-Council Relationships." (working title)

This case details how a City Manager interacts with Council, staff, and other Charter employees during a crisis.

ICMA/NASPA Case Study. “What Would Have Been the Greatest Municipal Scandal in the United States.” (working title)

This case discussed the ethical issues administrators and appointed board members faced in the attempted sale of Jacksonville’s municipal utility, JEA.

MANUSCRIPTS IN PREPARATION

“*Nonprofit Accountability in the Information Age: A Strategic Approach*” (working title)
Book manuscript under contract with Oxford University Press (formerly under contract with Lyceum Press, Chicago, IL).

“*The River City: The Ebbs and Flows of Consolidation*” (working title) Book manuscript under development on the impact of consolidation on Jacksonville, FL after 50 years.

SELECTED CONFERENCE PRESENTATIONS

(2023). “Local Government’s Adoption of Technology Post Pandemic” Presented at the *American Society for Public Administration* annual Conference, online March 20-24.

(2022 with Houser, A, MPA). “The Impact of Path Dependence on Diversity, Equity, and Inclusion on Leadership on the Nonprofit Sector.” Presented at the *American Society for Public Administration* annual Conference, Jacksonville, FL, March 18-22.

(2020) Who Benefits from e-Coproduction? An Exploratory Analysis. Was to be presented at the *American Society for Public Administration* annual conference, Anaheim, CA, April 3-7. Conference Canceled

(2019, with Lindahl, W., Martin, P., Raggo, P, Schattermaan, A., Young, J.). Taking Stock of Online Teaching: Challenges, Solutions, and Innovations. Presented at the *Association for Research on Nonprofit and Voluntary Associations*, San Diego, CA, November 21-23.

(2019, with Brian McDonagh, UNF MPA graduate). Connecting Technology to Public Value. Presented at *American Society for Public Administration* annual conference, Denver, Co, March 9-12.

(2018). Preparing Students to Enter the Public Sector e-Workforce. Presented at the *Network of Schools of Public Policy, Affairs, and Administration’s* annual conference, Atlanta, GA, October 10-13.

(2018). Public Works and City Services Through 630-CITY. Presented at *American Society for Public Administration* annual conference, Denver, Co, March 9-12.

(2017, with Genie Stowers). Use of Data from City Open Portals to Improve Urban Service Delivery Presented at the annual conference for the *Association of Public Policy Analysis and Management*, Chicago, IL, November 3-5.

(2017). Are 311 Systems Leading to Equitable Distribution of City Services? Presented at the *American Society for Public Administration* annual conference, Atlanta, GA, March 17-20.

- (2016). Accountability and Social Media. Presented at the *Association for Research on Nonprofit and Voluntary Associations*, Washington, D.C., November 19-21.
- (2016). Resident-Government Engagement Via New Technologies. Presented at the *American Society for Public Administration* annual conference, Seattle, WA, March 18-20.
- (2015). *Virtual Teaching*, Lightning Talk. Presented at the *Association for Research on Nonprofit Organizations and Voluntary Associations*, Chicago, IL, November 19-21.
- (2015). Like and Follow Us!: Engagement Through Social Media. Presented at the *Northeast Conference on Public Administration*, Arlington, VA, November 6-7.
- (2015). Requesting Service: Contacting Cities Through the 311 System. Presented at the *American Society for Public Administration* annual conference, Chicago, IL, March 5-8.
- (2014). Social Media Return on Investment: Perception or Reality? Presented at the *Association for Research on Nonprofit Organizations and Voluntary Associations*, Denver, CO, November 19-22.
- (2014). Is there an App for That? Presented at the *American Society for Public Administration* annual conference, Washington, DC, March 14-18.
- (2014). The Internet and Social Media in Public Administration. Presented at the *Midwest Political Science Association*, Chicago, IL, April 2-6.

SELECTED SERVICE

Department

- 2022 – present Director, Master of Public Administration program
- 2022 Search Committee member for a public administration tenure track faculty line
- 2019 – 2020 UNF MPA Accreditation Preparation Committee
- 2015 – 2016 Member of the Departmental Guidelines Development Committee
- 2013 – present Faculty Adviser for UNF's chapter for the National Public Administration Honors Society, Pi Alpha Alpha
- 2012 New course proposal and development: PAD 6934 e-Governance
- 2011 – present MPA Stakeholder Committee member
- 2011 – present MPA Steering Committee

University

- 2022 – present Faculty Ombuds
- 2019 – 2020 Completed UNF's Community-Based Transformational Scholar program
- 2020 Moderator for UNF President's Town Hall Meetings via Zoom
- 2020 Chair of the Temporary Covid-19 Grading Task Force
- 2018 – 2022 Faculty Project Lead for Florida Data Science for Social Good
- 2018 – 2020 Faculty Association's Campus Technology Committee member
- 2018 – 2020 Faculty Association's Campus Technology Committee chair

- 2018 – 2020 Chair, Faculty Association’s Bureaucracy Task Force
- 2016 – 2019 Faculty Association Executive Committee
- 2017 – 2018 Facilitator for UNF Distance Learning Strategic Plan
- 2017 – 2018 Office 365 Transition Policy Discussion Group
- 2016 – 2017 Canvas Steering Committee member
- 2017 – 2018 Faculty Association’s Campus Technology Committee Chair
- 2016 – 2018 Faculty Association’s Campus Technology Committee member
- 2016 – 2018 University Distance Learning Committee member
- 2016 Ad hoc member of the Campus Technology Committee to review and make a recommendation as to whether the university should adopt Canvas
- 2016 Presented Feedback in the Virtual Environment to OFE’s FLIP Discussion group.

Community

- 2023. Presented overview of Charters and Charter Reviews to Atlantic Beach’s 13-volunteer member Charter Review Commission
- 2018 – 2022 Jacksonville Beach City Council member
- 2022 Completed *Florida League of Cities Leadership Academy I*
- 2021 Lobbied the FL Legislature to support legislation in favor of Home Rule
- 2020 Speaker at Oceanside Rotary Club discussing the City’s and UNF’s response to COVID-19 as well as the potential impact on the local nonprofit community (3/31)
- 2018 – present Committee Member for Leadership Jacksonville’s *Leading From Within* and *Leading with Equity* program days.
- 2016/2017 UNF’s representative in Leadership Jacksonville
- 2013 – 2014 Served on the City of Jacksonville’s Task Force on Consolidated Government to analyze the current city-county consolidation structure and present legislation to the City Council

Professional Field

- 2020 – present Chair, *American Society of Public Administration’s* Section on Science and Technology in Government
- 2020 Panel organizer for 20:20 e-Vision: Leveraging Technology to Enhance Governance for *American Society for Public Administration’s* annual conference, Denver, Co, March 9-12
- 2020 Reviewer for Section on Science and Technology in Government’s Junior Award, *American Society of Public Administration*
- 2016 – 2020 Executive Board Member for the *American Society of Public Administration’s* Sections on Science and Technology in Government.
- 2018 Panel organizer and chair of Preparing Students for Accelerating Technological Disruptions for *Network of Schools of Public Policy, Affairs, and Administration* annual conference, Atlanta, GA, October 10-13.

MEMORANDUM

Agenda Item # 6

Meeting Date 10-2-23

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

FROM: Max Royle, City Manager  mk

DATE: September 14, 2023

SUBJECT: Digital Plan Review: Continuation of Discussion to Implement

At your September 11th meeting, you reviewed Mr. Law's proposal with him and requested more information.

Attached is the memo and information that Mr. Law provided to you for discussion at your September meeting with this change: On page 2, he has provided additional information under the heading "9-11-2023 Commission meeting."

ACTION REQUESTED

It is that you discuss with Mr. Law the additional information he has provided. You can then decide the next steps you want him to take concerning digital plan review.



City of St. Augustine Beach Building and Zoning Department

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

Max

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

- 1) Does the City want to engage in the process of a 3rd party remote hosted digital plan review process? In the event that the city engages in digital plan review and submittals all future submittals would be required to submit electronically or a fee would have to be established for city staff to scan the documents and then load the documents into the newly acquired software.
- 2) How does the city pay for a \$22,000 annual software subscription? The building division has issued an average of 1642 permits over the last 4 completed fiscal years. The annual subscription would have to be distributed by total users and division, for example 5 building division users would pay \$15,714.29 per year while the planning and zoning division with 2 users would pay \$6,285.71 per year. This does not include any users in the newly formed Engineering division nor is Public Works included. The building division has the ability to raise permit issuance fees to accommodate this increase in overhead costs, based upon the numbers above an increase in permit issuance fees from \$15.00 to \$25.00 would cover the cost of the annual subscription. The increase would not need to be implemented immediately but should be discussed at this time. The Initial cost of the implementation process would ideally be paid from the building department reserve account.

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

9-11-2023 Commission meeting

As a result of the September 11th, 2023, City Commission meeting I am including a summary of all plan review activities that have occurred this current fiscal year with an end date of the 13th of September. As the data represents the actual plan reviews by individuals and building code types. The building division performed 632 plan reviews, the zoning division performed 318 plan reviews, public works/engineering performed 32 plan reviews of varying types. A total of 982 plan reviews were performed by city staff with the building division representing 64.35%, planning and zoning representing 32.38% and public works/engineering representing the last 3.27%. As clearly demonstrated above the users as per division seems to be the most efficient and accurate method of distribution of the total cost of digital plan review. The building division has 4.5 staff members including the building official factor 0.5, the planning and zoning division has 2.25 staff members including the building official factor 0.25 and it appears that public works would need at least one user for a factor of 0.25 to reach an even whole number. The total users would be 7 users and a 22,000 annual subscription would be distributed as follows:

Building division: \$14,142.86

Planning and Zoning Division: \$7,071.43

Public Works/Engineering: \$785.71

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

Range: First to Last
 Activity Date Range: 10/01/22 to 09/14/23 Activity Type Range: First to Last
 Statuses: APPROVED, DENIED
 Inspector Id Range: First to Last
 Included Activity Types: Plan Review
 Range of Building Codes: First to Last
 Sent Letter: Y

Application Id	Parcel Id	Inspector	Property Location	Owner Name	Status	Phone	Permit No
Building Code	Activity Type	Date	Start Time	End Time	Actual Time		

Activity Type Totals:

BLOWER DOOR: 23	BOUNDARY SURVEY: 41	DENSITY TEST: 1	DEP APPROVAL: 10	FEMA EC: 3
GRADING REVIEW: 34	INSULATION CERT: 1	PLAN REVIEW: 496	REVISION: 146	SENT LETTER: 4
TERMITE: 4	Z-COND USE: 7	Z-MIXED USE: 1	Z-TREE REMOVAL: 1	Z-VARIANCE: 12
ZONING: 204				

Building Code Totals:

BUILDING: 661	ELECTRIC: 2	MECHANICAL: 5	PLUMBING: 3	ZONING: 317
Total Activities: 988	Total Permits: 489			

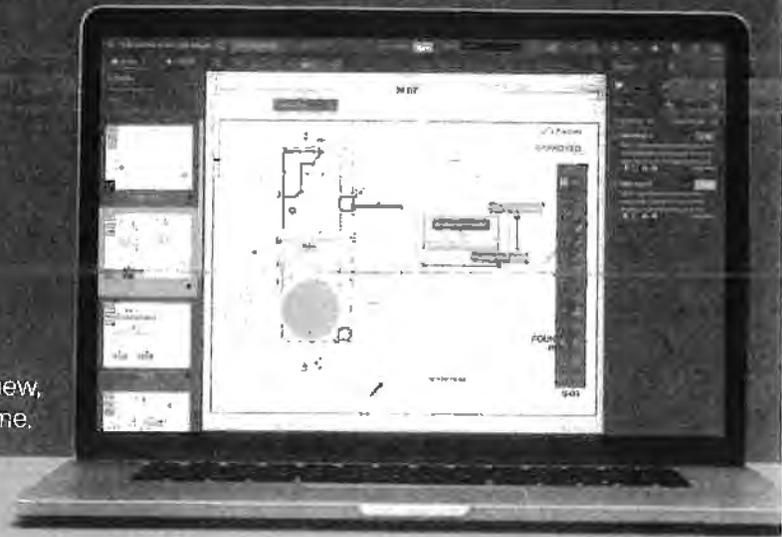
Inspector Totals:

JOSEPH F: 9
 PRIV PRO: 5
 BONNIE M: 248
 RUSSELL: 28
 JENNIFER: 70
 GLENN: 375
 None: 1
 BRIAN: 245
 BILL TRE: 4
 BETH: 3



The Next Generation of Plan Review Software

e-PlanREVIEW® is a cloud-based electronic document review software that assists governmental agencies, the construction industry, manufacturing, and owners with their compliance review, design review, construction, and asset review process in real time.



One Solution For All REVIEW Purposes

e-PlanREVIEW® is a web-based electronic plan review solution that allows for a well-coordinated, collaborative review process where multiple reviewers can mark up plans simultaneously, making the review process faster and more accurate.

How e-PlanREVIEW® Improves the Plan Check Process

- ✔ Seamless integration into agency permitting systems
- ✔ Expediting agency reviews and minimizing bin times
- ✔ Clear visual plan/document management and tracking
- ✔ Assemble professional, easy-to-read, aggregated corrections reports quickly
- ✔ Conduct simultaneous reviews across different disciplines and/or departments
- ✔ The event log records the important activity during the review
- ✔ Standard comment database tool for easy comment adding and code reference
- ✔ Reporting and status updates on the review-in-progress
- ✔ All permit information is tracked and recorded



Compliance Review



Document Versioning



Enhanced Markup Tools



Connect & Share



Searchable Comment Library



The Practical Solution to Improve Efficiency and Compliance

Work Without Limits in Real-Time



EASILY MANAGE ALL YOUR PLANS DIGITALLY



Team Collaboration

Secure, easy collaboration and concurrent plan review.



Annotation Tools

Easy to use markup tools, calibration tools and secure stamping features.



Comment Management

Secure comment tracking. Easily create corrections report in seconds.



Document Versioning

Track plan versions, markups and comments. Never worry about which is the current version.



Flexible Licensing

Allow your consultants, contributors and applicants secure access to your projects.



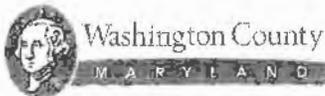
Integrated Solution

e-PlanREVIEW® can be integrated with goPost or with one of many permit solutions for all your plan review needs.

Our Clients Only Partner with the Best



The City of



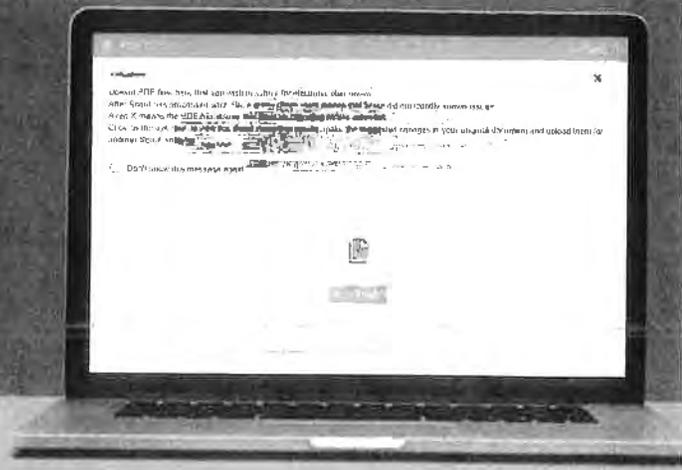
For more information visit: www.ePlanSoft.com
or call! (877) 654-ePlan



PDF Scout™

Work Without Limits in Real-Time

Features & Functions



PDF Scout™ Inspector Tool is Provided by e-PlanSoft at No Charge

Issue	Description
File Size	Scout accepts files up to 400MB. File sizes larger than 400MB will be rejected.
Page Count	Default page count limit is 500, though it can be increased up to 1200 pages.
Password protection	Scout checks for passwords that prevent anyone from opening a PDF. If the PDF cannot be opened, the file will be rejected.
Page Access	Scout checks if the file is an invalid PDF type (such as a PDF portfolio) or is corrupt. If so, it will be rejected.
Annotations/ Comments	An annotation is any 'object' that appears in the Adobe Reader 'Comment' panel. It could be a 'comment' or 'stamp' or font issue like SHX Text from AutoCad.
Page Orientation	Having a mix of paper sizes and orientations is not a problem. However, Scout will warn the user if different orientations are found in case the user wants to investigate whether any pages are upside down or improperly oriented.
Filename Special Characters	Scout will warn the user if any of the following restricted special characters exist in the filename: ! * \ () ; : @ & = + \$, / ? % # [] " < > ". This validation is only necessary because some 3rd party electronic document management systems (EDMS) do not accept these characters. Special characters in the filename will prevent the file from being accepted.

Please note:

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



SCOUT™

PDF Inspector for Electronic Plan Review

Benefits that save time

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



HOW IT WORKS

- During the file intake process, PDFs uploaded for plan review are analyzed online via our PDF Scout inspector.
- Scout is designed to inspect uploaded PDFs and confirm that they meet the requirements for being accessible and viewable within e-PlanREVIEW®.
- Issues requiring user attention are identified by Scout and communicated to the applicant so they can be addressed before submission.
- All public-facing portals/customer portals should implement calls to Scout to evaluate whether plan review documents are acceptable so that the customer can resolve the issues prior to the documents being uploaded to EPR.
- Some Scout criteria is configurable.

Lance Videner
270 532 0149
Lance@eplansoft.com



e-PlanSoft
111 Pacifica Suite 100
Irvine CA 92612
877.654.3142

www.eplansoft.com

Prepared by
Lisa Lopez

STATEMENT OF WORK

Prepared for:

Brian Law
St. Augustine Beach, FL

Date:
08/02/2023

Phone: 904-471-8758

Email: blaw@cityofsab.org

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Products Overview

e-PlanREVIEW

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

EPR features include:

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

goPost

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

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

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

GoPost supports the following 'user roles':

1. Applicants
2. Intake Staff
3. goPost Administrators



goPost for Applicants

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

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

goPost Agency Intake Staff

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

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

The goPost Intake Staff will:

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

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

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

goPost Administrator

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

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

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



Project Summary

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

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

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

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

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

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

Sample Project Plan

▼ **Project Implementation**

Contract Signing

Kick-off and Project Launch Meeting

▼ **Discovery and data collection**

Discovery Session

Collect Data for Configuration

Discovery Session

Finalize Data Collection for Configuration

Configuration

▼ **Training**

Admin Training

Module Training

Self-serve Training

▼ **User Acceptance Testing**

UAT Session

Admin. Training

UAT Session

Admin. Training

Final Configuration Review

Acceptance for Go-Live

▼ **Go Live**

Submit Go-Live Request

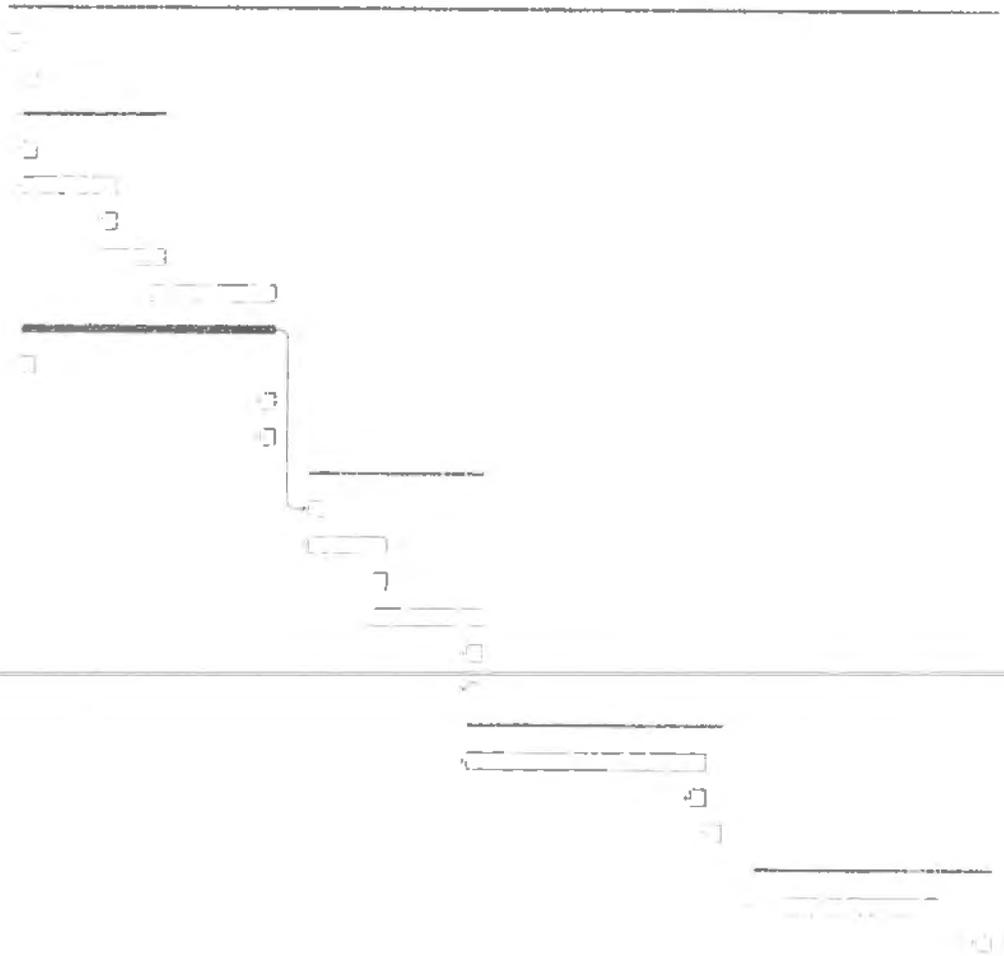
UAT Pass

Go-Live

▼ **Post Go Live**

Go-Live Success

Hand-off to Support Team



The e-PlanSoft Project Team

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

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

The Client Core Project Team

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

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

Estimated level of efforts for Agency staff during project implementation

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

Project Milestones

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

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

1. Contract Acceptance
2. Implementation
3. Go Live

Agency Acceptance Criteria

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

Milestones

Contract Acceptance Milestone

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

Implementation

Project Kickoff and Launch:

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

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

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

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

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

e-PlanSoft Responsibilities:

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

Agency Responsibilities:

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

Discovery

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

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

e-PlanSoft Responsibilities:

- Provide EPR expertise

Agency Responsibilities:

- Provide lists of requested data

Configuration

Tasks include:

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

e-PlanSoft Responsibilities:

- Complete EPR Configuration and goPost Configuration

Agency Responsibilities:

- Validate EPR Configuration and goPost Configuration.

Training

e-PlanSoft will provide comprehensive training for EPR users per the course outline below. Training is offered as follows:

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

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

Training Materials

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

Training Environment

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

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

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

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

User Acceptance Testing

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

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

Sample testing scenarios include the following:

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

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

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

e-PlanSoft Responsibilities:

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

Agency Responsibilities:

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

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

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

Go Live

Communication

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

Launch

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

Key Assumptions

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

Plan Review Workstations

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

Permit Intake Workstations

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

Project Change Management

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

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

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

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



Change Order Form

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

E-PLANSOFT SUBSCRIPTION TERMS AND CONDITIONS

LICENSING AGREEMENT

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

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

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

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

2.0. Key Definitions

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

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

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

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

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

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

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

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

6.0.

Transmission, Maintenance, and Confidentiality of Data

- 6.1. Transmission of Data.** Licensee understands that the technical processing and transmission of Licensee's Electronic Communications (including any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically received and/or transmitted through the Service) is fundamentally necessary to use the Service. Licensee is responsible for securing DSL, cable or another highspeed Internet connection and up-to-date "browser" software to utilize the Service. Licensee expressly consents to Licensor's interception and storage of Electronic Communications and/or Licensee Data, and Licensee acknowledges and understands that Licensee's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by Licensor. Licensee further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone or other electronic means. Licensor is not responsible for any Electronic Communications and/or Licensee Data which are delayed, lost, altered, intercepted or stored during the transmission of any data whatsoever across networks not owned and/or operated by Licensor, including, but not limited to, the Internet and Licensee's local network. Licensee will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Licensee Data, and all other data of any kind contained within emails or otherwise entered electronically through the Service or under Licensee's account. Licensor will act as though any Electronic Communications it receives under Licensee's passwords, user name, and/or account number will have been sent by Licensee.
- 6.2. Licensee Data**
- 6.2.1.** As between Licensor and Licensee, all title and intellectual property rights in and to the Licensee Data is owned exclusively by Licensee. Licensee agrees that Licensor may use Licensee data to perform necessary and reasonable activities during software engineering activities to ensure that the Service functionality continues to work with Licensee's data.
- 6.2.2.** Licensor will maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Licensee Data.
- 6.2.3.** Following expiration or termination of any Sales Order and/or this I.A, Licensor may immediately deactivate the applicable Licensee account(s) and will be entitled to delete such Licensee account(s) from Licensor's "live" site following a forty (40) day period, after which Licensor will not be liable to Licensee nor to any third party for any termination of Licensee access to the Service or deletion of Licensee Data.

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

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

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

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

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

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

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

10.0. U.S. Government Rights. The Service is a "commercial item" as that term is defined at FAR 2.101. If Licensee or User is a US Federal Government (Government) Executive Agency (as defined in FAR 2.101), Licensor provides the Service, including any related software, technology, technical data, and/or professional services in accordance with the following: (a) if acquired by or on behalf of any Executive Agency (other than an agency within the Department of Defense (DoD), the Government acquires, in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software), only those rights in technical data and software customarily provided to the public as defined in this LA; or (b) if acquired by or on behalf of any Executive Agency within the DoD, the Government acquires, in accordance with DFARS 227.7202-3 (Rights in commercial computer software or commercial computer software documentation), only those rights in technical data and software customarily provided in this LA. In addition, DFARS 252.227-7015 (Technical Data – Commercial Items) applies to technical data acquired by DoD agencies. Any Federal Legislative Agency or Federal Judicial Agency will obtain only those rights in technical data and software customarily provided to the public as set forth in this LA. If any Federal Executive Agency, Federal Legislative Agency, or Federal Judicial Agency has a need for rights not conveyed under the terms described in this Section, it must negotiate with Licensor to determine if there are acceptable terms

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

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



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

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

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

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

Exhibit A – Scope of Service For Software Subscription

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

1.0. Scope of Professional Services

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

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

3.0. Scope Clarifications

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

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

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

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

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

4.0. Other Terms of Service

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

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

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

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

Scheduled and Unscheduled Maintenance

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

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

Updates/Notice

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

Exclusion of Sandbox and Beta Accounts

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

Support Hours

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

Live-Production Incident Handling – Standard Support

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

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

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

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

Definitions:

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

Primary Customer Contact:

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

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

Order Form Effective Date: Date of Signature in License Agreement

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

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

FEE SCHEDULE:

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

Sole Source Letter

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

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

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

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

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

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

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

				Documents And Comment Data Bases
EPLAN.001C2	US	14/084323 11/19/2013	9,720,886 8/1/2017	System And Method For Dynamic Linking Between Graphic Documents And Comment Data Bases
EPLAN.001C3	US	15/655787 7/20/2017	10,198,407 2/5/2019	System And Method For Dynamic Linking Between Graphic Documents And Comment Data Bases
EPLAN.001C5	US	16/506138 7/9/2019	10,657,314 5/19/2020	System And Method For Dynamic Linking Between Graphic Documents And Comment Data Bases
EPLAN.010A	US	13/557612 7/25/2012	9,135,602 9/15/2015	Management Of Building Plan Documents Utilizing Comments And A Correction List
EPLAN.010C1	US	14/842598 9/1/2015	9,684,643 6/20/2017	Management Of Building Plan Documents Utilizing Comments And A Correction List
EPLAN.010C2	US	15/612704 6/2/2017	10,114,806 10/30/2018	Management Of Building Plan Documents Utilizing Comments And A Correction List
EPLAN.010C3	US	16/167942 2/21/2019	10,650,189 5/12/2020	Management Of Building Plan Documents Utilizing Comments And A Correction List
EPLAN.010C4	US	16/860993 4/28/2020	10,956,668 3/23/2021	Management Of Building Plan Documents Utilizing Comments And A Correction List
EPLAN.020A	US	14/828361 8/17/2015	9,792,024 10/17/2017	Systems And Methods For Management And Processing Of Electronic Documents Using Video Annotations

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

Sincerely,

Adam Griffen
e-PlanSoft™
Director of Sales

MEMORANDUM

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

FROM: Max Royle, City Manager  mk

DATE: September 25, 2023

SUBJECT: Contract with City Manager: Continuation of Discussion

At your September 11, 2023, meeting, you discussed the proposed contract with the City Manager and City Attorney. The minutes of that discussion are attached as pages 1-4.

The results of the discussion are in the new draft of the contract (pages 5-12) that the City Attorney, Mr. Blocker, has prepared. The City Manager has reviewed the draft and has the following comments:

a. Page 5, Section 2, Term

The Section reads that the term will be for period of one year from October 1, 2023, to September 30, 2025. That is two years.

SUGGESTED CHANGE: As the Manager wrote in the report that he prepared for your September 11th discussion, he proposes that the contract have a specific end date, June 1, 2026. This date is significant for the following reasons:

- It marks the start of his 50 years in City government. That began in June 1976 when he was an administrator assistant for the Leavenworth, Kansas, finance director.
- Your approval of the June 1, 2026, date would be a recognition of the unique length of time which will be nearly 37 years by June 2026, that he has served as the City Manager of St. Augustine Beach, that during that time he has been a key player in a number of significant projects, such as the first beach restoration and the acquisition of Ocean Hammock Park, and has faithfully carried out the Commission's policies/directives and made countless decisions, none of which have adversely affected the quality of life for the City's residents or have brought disrepute or tarnished the City in any way. It should be noted that the average "shelf life" of a city manager with a city is 7-8 years.

As the Manager wrote in the report for your September meeting, he would on January 1, 2026, remind the Commission of the contract's end date in six months. This would give you:

MEMORANDUM

- Time either to conduct a nationwide search for a new manager, or to promote an employee from the City's workforce. If the latter, then there would be time to find a replacement for the employee who is promoted to the City Manager's position.
- Time for the current Manager to provide assistance and to transfer his institutional knowledge to the new Manager.

As October 1, 2023, the new start of the currently proposed two-year contract has passed, and as the Manager still wants to have the contract reviewed by a labor attorney, the Manager suggests that the start of the contract's term be January 1, 2024, with the end date, as noted above, June 1, 2026.

b. Section 15, Indemnification

This is a new section. In reviewing the five-year contract that the St. Augustine City Commission recently approved for its new City Manager, Mr. David Birchim, your Manager noticed it had this section. He also found that an indemnification provision was in the International City County Management Association's model employment contract. He asked the City Attorney to include it in his proposed contract.

MEETINGS WITH INDIVIDUAL COMMISSIONERS

At your September 11th meeting, Mayor Samora said that individual Commissioners could speak with the City Manager about the contract. As of the date of this memo, Commissioner Morgan has met with the Manager, Vice Mayor Rumrell is scheduled to meet with him late afternoon on September 25th, and Commissioner George will meet with him on September 27th.

ACTION REQUESTED

It is that you discuss the proposed contract and what the City Manager has proposed above.

Excerpt from the minutes of the September 11, 2023, regular Commission meeting

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

City Manager Royle said Commissioner George had asked that the bullet points that he mentioned in a memo from June 30, 2023, be included in the contract, which has been done. He outlined the suggested changes and that the initial contract was for one year. However, in the August meeting, the Mayor and the Vice Mayor suggested two years. He said that he suggested a further modification to that, and that rather than the contract end on September 30, 2025, that it go until June 1, 2026. He said that at the Commission meeting in January of 2026, that he would notify the Commission that there is an end date, which would give that Commission the opportunity to decide what they wanted to do.

Mayor Samora suggested to walk through the contract, and he asked for Commissioner discussion.

Commissioner Morgan suggested that the City Manager should let the Commission know his plans in September or October of 2025 instead of January 2026 and then we could grant an extension through June 1, 2026. Mayor Samora said that it would keep it in line with the fiscal year, which he liked.

Commissioner Sweeny questioned whether we would ask the City Manager to indicate what his plans were prior, because if we wait until September 30th to have that conversation with him, then the contract would be over, and we would possibly be left with no one. She would like to have something built in so that the conversation would happen prior to September 30th. Commissioner George and Vice Mayor Rumrell agreed. Commissioner George said that we would need notice rather than waiting and she suggested at least ninety days.

Mayor Samora asked if we would want to have the discussion about an extension ninety days prior to the expiration of a two-year contract. Commissioner George questioned whether ninety days would be enough or should it be one hundred and twenty days. Vice Mayor Rumrell agreed with one hundred and twenty days. Commissioner Sweeny agreed with one hundred and twenty days and suggested that maybe it could be an agenda item for the Commission to discuss.

Mayor Samora asked the City Attorney if he could put the extension option into contractual language executable one hundred and twenty days prior to expiration of the contract. City Attorney Blocker said yes, and that one possible recommendation would be a notification requirement that would trigger the City Manager to provide notice to the Commission on whether he intends to pursue that as a possible option until June 2026 or that there be a ratification or approval process on the part of the Commission. He said there would be a formal requirement for him to notify and then the Commission could decide whether to accept that and trigger a possible extension.

City Manager Royle suggested to add if the Commission in office at that time decided not to extend him beyond the two-year 2025 date, that it would be considered a termination without cause and then he would be entitled to five months of severance pay. Vice Mayor Rumrell said that he did not think that we would make the decision of voting to get rid of him at that time and that his contract would just expire on that September date. For example, if the City Manager comes to the Commission and says that he is ready to retire, then you have that option. And if we do not renew it through June, we are not asking you to leave prior to that, so I do not know how that would work. City Attorney Blocker said to clarify what the City Manager is asking for, the original contract stated that it would expire on September 30, 2025, which would stay in place, but allow an extension until June 1, 2026, and that he would have to notify the Commission and that extension would have to be approved in advance. So, one hundred and twenty days prior to September 30th, the City Manager would notify

Excerpt from the minutes of the September 11, 2023, regular Commission meeting

the Commission and then the Commission would decide whether they want to go forward with that extension to June 1, 2026. He said that it would not be a termination.

Commissioner Sweeny said that she believed that what the City Manager is saying is that if we do not give him the renewal, then he wants that to trigger something in his contract and not renewing or extending his contract would mean that we are terminating him without cause, and he would then be entitled to the payouts. She said that she would not be in favor of that.

Commissioner Morgan said that her wording could have been better and that she wanted to offer the City Manager the option to extend it until June, but rightfully so, we would need to know before that. She said that if we are trying to keep in line with the fiscal year as well as give respect and recognition of his years in service, that he would like it to be June 1, 2026. She said that it is still quite a ways away and that is why it feels like maybe we need to make the contract two years and offer him the option of extending it. City Manager Royle said that if the contract is worded that way, then he is the decider.

City Attorney Blocker advised that essentially City Manager Royle would be the decider and he would have up to a certain point to notify the Commission and it would be his option to go until June 1, 2026. City Manager Royle agreed. City Attorney Blocker advised that if the Commission is in favor of that, we could iron out those details. He said to clarify, it would not be the Commission's decision to accept it, it would be the City Manager's option and there would just need to be a built-in notification process.

Commissioner Morgan said that she just wanted to have something that would allow us to stay on the appropriate calendar and fiscal budget year but allow him the option to extend if he wanted to. City Manager Royle said that that was fair.

Mayor Samora said that he would like to see the language and that he is fine with trying to put that into the contract. Vice Mayor Rumrell questioned whether June 1, 2026, would be the City Manager's last day or that the Commission could extend it at that point. He said that we still have to figure out how to give notice, because even if the sitting Commission in 2026 tells the City Manager to go enjoy life or he decides to go enjoy life, we still need to have notice. Commissioner Sweeny said that she believed that he already put in in the contract that he would notify the Commission by January of 2026. Vice Mayor Rumrell said that would give us six months. Mayor Samora suggested moving that date to June 1, 2025, which is approximately one hundred and twenty days prior to the end of the two-year contract that would expire at the end of the fiscal year, which is a year out from what he is currently proposing as a retirement date of June 1, 2026.

Vice Mayor Rumrell suggested wording it as a two-year contract with a one-year renewal by the Board. Commissioner Sweeny said that is where we were, and it is not really by the Board. Vice Mayor Rumrell said that he would like it to be by the Board. Commissioner Sweeny agreed that it should be done by the Board. Commissioner George said yes. Vice Mayor Rumrell said because it would be whoever is on the Board at that time. City Manager Royle said that if that Board's decision is termination, that he wanted to have some financial numeration for that decision.

Commissioner George asked if there was any current severance. Vice Mayor Rumrell said that there is no existing contract. Commissioner George said that it seemed odd to add it now with all the other benefits that we have historically been able to accrue. City Manager Royle said that he gets the same benefits that all the other employees get. Mayor Samora said that the employees do not get severance at the end of a contract or end of employment either. City Manager Royle said that employees do not have contracts. Commissioner George advised that employees also have not had super-majority protection for the last thirty years.

Excerpt from the minutes of the September 11, 2023, regular Commission meeting

Commissioner George said that no disrespect was intended, but in our financial situation it is difficult to justify. Whenever he retires, the City would have to pay out a lot in accrued benefits, which is no different than other employees. But to create a precedent for not only you, but for all other future employees, creates a big risk and a financial burden. City Manager Royle advised that there would be no precedent created for any other employee unless they have a contract.

Vice Mayor Rumrell said that he would like to see the legal of that just to see how it would look. City Attorney Blocker said that if it was “for cause”, it would generally trigger certain protections. If there is a parting of ways that is not for cause, that under Florida law, there are some statutory provisions. What would be unique about this situation is that it would be a moving target of when the actual termination would be. He said that we are starting right before the start of the next fiscal year but with a deference of consideration for moving it to June 1, 2026. He said that he had never seen that in place, which does not mean that the Commission could not approve it, but it would be unusual. The trigger for severance is so that State employees have some type of protection if they are not wanted anymore, or they have moved somewhere else, and this would be kind of using that for this unique situation.

Vice Mayor Rumrell said that if it took more than one hundred and twenty days that he would be okay with continuing to pay the City Manager until there is a new administrator as a transition. He said that he would just need to see it. He suggested that the City Manager should talk to each Commissioner individually so that we are not blasting all at once.

Mayor Samora said that the devil is in the details on this one and that maybe the City Attorney could draft something and then we could revisit the details. Vice Mayor Rumrell said that it is something that we can work out. City Attorney Blocker said that we could look at a couple of different options, such as one option where the Commission makes the final decision, and we can identify the language that makes the most sense. City Manager Royle suggested that it should not be a matter of which side makes the decision, but that we make the decision together. City Attorney Blocker agreed but said that the difficulty is that the Commission can only speak in this setting because of the Sunshine Law, and we have to work within that nuance in a timely manner.

City Manager Royle said that he would hate to think that he would be thrown aside after thirty-four years with the City. Mayor Samora advised that he is confident that that is not the will of this Commission and that we value you and your service. He said that when you make the decision to no longer provide your services, that we do it in a fair way that is equitable all the way around. City Manager Royle said that he has never owned this job, it has owned him. He said that he was hoping to come to some agreement but, psychologically speaking, he does not want to be treated in a way that is harmful. Mayor Samora advised that we would trust in the City Attorney to see what he can produce for us and that we could all speak with the City Manager as well.

Mayor Samora moved on to Section B of the proposed contract regarding “Termination and Severance Pay” and if the City Manager voluntarily resigns or retires, he is to give forty-five days’ notice. City Manager Royle suggested six months because city managers follow each other through the various grape vine news sources and in some cities the process is quicker than others, but you cannot accomplish a nationwide search in forty-five days. There is still a dilemma to promote from within because then you need to find a replacement for that position. It was the consensus of the Commission to agree with the City Manager’s suggestion of six months’ notice.

Mayor Samora moved on to Section C of the proposed contract regarding “Performance Evaluations” and that City Manager Royle’s suggestion would be to simply change the wording so that the Commissioner’s comments would be sent to the City Attorney because the Mayor would not know

Excerpt from the minutes of the September 11, 2023, regular Commission meeting

the other Commissioner's findings due to Sunshine Law regulations. City Attorney Blocker said that it is important that there not be two-way communication. He advised that the Commissioners could provide feedback to the Mayor as long as they are not discussing it with him and then the Mayor could summarize with the City Manager. He said that he believed that was the practice with other places and that the key is no two-way communication. Mayor Samora said that we would leave Section C as written.

Mayor Samora moved on to Section D of the proposed contract regarding "Automobile", which currently has a \$1,000 annual allowance. The City Manager suggested that the City adopt the Federal reimbursement rate, which is standard practice, so the City will adopt that rate. He said that the travel distance outside of the City was written as a "one-hundred-mile radius". The City Manager's suggestion would be reimbursement for anything "outside of the County". The Commission agreed with that change.

Mayor Samora moved on to Section E, Page 9, Section 22 of the proposed contract regarding "No Reduction of Benefits", which specified "Department Heads". City Manager Royle said that there is a conflict because what is actually stated in the Charter is all "City Employees". Mayor Samora said that we would want to stay consistent with what is in the City Charter, and it should be changed to all City Employees. Commissioner George asked for clarification about the reduction of benefits. Mayor Samora explained the conflict with the wording. Commissioner George said she understood.

Mayor Samora moved on to Section F of the proposed contract regarding "Terms and Conditions of Employment", which is simply changing the wording from "City Council" to "City Commission".

City Attorney Blocker recapped the changes. He said that for the first change to Section A, he would get with the City Manager to work together to make sure that his wishes are accurately represented and that he would get with each of the Commissioners to try to draft it in a way where there are options. He said that the key distinction here is the timeline and whether it is simply an option that is exercised by notice, or some approval process built in by the Commission. He asked if that is accurate and fair. Mayor Samora and Commissioner George said yes. Mayor Samora said that if there is an approval process, that he believed the City Manager was looking for some renumeration there. City Attorney Blocker said that depending on what process is identified, there be some type of severance but that he believed there was no consensus on that. Mayor Samora agreed that there was no consensus. City Attorney Blocker said that it would be off the table and be rewritten in a way that satisfies both parties. He said that this would be done in a fair way and that he has encouraged the City Manager to seek out legal advice from another competent attorney that could give him good advice.

Mayor Samora asked the City Attorney if he was comfortable with his direction and bringing it back to the Commission. City Attorney Blocker said yes.

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

Mayor Samora moved on to Item XIII.5.

EMPLOYMENT AGREEMENT
(CITY MANAGER)

THIS AGREEMENT, made and entered into this 11th day of September 2023 by and between the **CITY OF ST. AUGUSTINE BEACH**, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "City" or "Employer", and **Max Royle** hereinafter referred to as "City Manager" or "Employee".

WITNESSETH:

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

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

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

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

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

SECTION 1. DUTIES.

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

SECTION 2. TERM

The term of this Agreement shall be for a period of one (1) year from October 1, 2023, to September 30, 2025. At the option of the City Manager and the Commission and upon mutual agreement, in January 2026 this Agreement may be extended until June 30, 2026. The City Commission may extend this Agreement for additional periods not to exceed three (3) years each.

SECTION 3. TERMINABLE AT WILL.

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

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

SECTION 4. TERMINATION AND SEVERANCE PAY.

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

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

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

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

D. Employee Resignation. In the event Employee voluntarily resigns his position with Employer, then Employee shall give Employer six-months or one hundred-eighty (180) days' notice in advance, unless Employer otherwise agrees. If Employee voluntarily resigns his position, Employee is not entitled to any severance or any other benefits noted herein, except accrued benefits as would be allowed to any other employee voluntarily leaving employment.

E. Employee Retirement. In the event Employee retires his position with Employer, then Employee shall give six-months or one hundred-eighty (180) days' notice in advance. Under this scenario, Employee is entitled to all accrued benefits as would be allowed under the provisions of this agreement.

SECTION 5. SALARY AND RETIREMENT.

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

SECTION 6. PERFORMANCE EVALUATION.

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

SECTION 7. MANAGERIAL DUTIES.

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

SECTION 8. OUTSIDE EMPLOYMENT.

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

SECTION 9. AUTOMOBILE.

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

SECTION 10. VACATION AND SICK LEAVE.

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

SECTION 11. HEALTH AND LIFE INSURANCE.

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

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

SECTION 12. DUES AND SUBSCRIPTIONS.

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

SECTION 13. PROFESSIONAL DEVELOPMENT.

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

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

SECTION 14. EXPENSES.

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

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

SECTION 15. INDEMNIFICATION.

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

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

SECTION 16. BONDING.

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

SECTION 17. RESIDENCY.

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

SECTION 18. STRICT ADHERENCE TO CHARTER AND LAWS.

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

SECTION 19. RESPONSIVENESS TO CITY COMMISSION AND PUBLIC.

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

SECTION 20. CODE OF CONDUCT.

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

SECTION 21. GENERAL PROVISIONS.

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

SECTION 22. NO REDUCTION OF BENEFITS.

Per section 1-8, The City 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.

SECTION 23. NOTICES.

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

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

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

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

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

SECTION 24. VENUE.

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

SECTION 25. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

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

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

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

EMPLOYEE:

CITY OF ST. AUGUSTINE BEACH

By: _____
Max Royle

By: _____
Donald Samora, Mayor

ATTEST:

By: _____
Dariana Fitzgerald, City Clerk

APPROVED AS TO FORM

By: _____
Jeremiah R. Blocker, City Attorney



City of St. Augustine Beach

2200 A1A South
St. Augustine Beach, FL 32080
www.staugbch.com

Agenda Item # 8

Meeting Date 10-2-23

Interoffice Memorandum

Date: September 20, 2023
From: Jason D. Sparks P.E., City Engineer
To: Max Royle, City Manager
Subject: Magnolia Dunes and Atlantic Oaks Circle Drainage Improvements

Environmental Consulting & Technology, Inc. (ECT) is under contract with the City of St. Augustine Beach to perform a pre-design study to assess persistent flooding in the Magnolia Dunes/Atlantic Oaks/Serenity Bay area.

During ICPR4 modeling of hydraulic and hydrologic conditions, projected sea-level rise and surge, ECT identified four potentially viable outfall options:

1. A tributary to the Matanzas River due west of FDOT Pond 500;
2. Direct discharge to the Matanzas River due west of FDOT Pond 500;
3. FDOT Pond 500 on the west side of the project area; and
4. 5th Ave, Mickler Ditch, 11th St ditch/Lakeside Park Pond to Mizell Pond

The proposed outfall conveyance(s) entail gravity flow only or pumped only or combined gravity & pump combination.

Matanzas River and Tributary

The tributary to Matanzas River and the Matanzas River outfall options were ruled out due to challenging real estate acquisition and compliance with SJRWMD permitting regulations such as meeting pre- and post-conditions and discharge beneath privately owned and operated infrastructure, i.e., Seagrove and Marsh Creek HOAs.

FDOT Pond 500

Between the research performed on the pond's plans and permit documents and a meeting with FDOT representative, Mr. Doug Dycus, the following items of understanding are provided:

1. Pond 500 is designed to handle drainage from future 6-laning of SRA1A.
2. For the City to utilize the pond as an outfall, FDOT (at the local level) proposes to deed the pond property to the City and retain an easement over it.
 - a. The City would be responsible for perpetual operation and maintenance.



City of St. Augustine Beach

2200 A1A South
St. Augustine Beach, FL 32080
www.staugbch.com

- b. Ultimately, FDOT Region 2 Secretary must approve the Property Interest Exchange, Construction and Maintenance Agreement which can take up to 18-24 months.
3. FDOT currently funds approximately \$40,000 per year for the maintenance of the pond area.
4. To date the pond has not been dredged. Dredging is needed in approximately ten years.
 - a. The cost of this maintenance ranges from \$20,000 to \$75,000 per acre.
 - b. As this pond should consider hydrocarbon pollution, it can be assumed the higher end of the range would be required as the dredge material is assumed to require treatment and hauling to a management facility that can use it for daily cover after treatment. The pond is approximately 3.25 acres at seasonal high-water elevation.
 - c. The dredge cost could be \$65,000 and as high as \$250,000.
5. On the southwestern corner of the pond there is a cell tower that FDOT has a lease agreement. This lease agreement precludes FDOT from transferring the lease therefore making this not part of the consideration for property transfer as stated in the email from Mr. Dycus dated August 23, 2023, at 7:57 a.m. No proposal was provided.
6. Pond requires extensive modification to achieve desired outfall capacity, i.e., vertical walls, inflow and outflow structures. Cost TBD.

Mickler Ditch

Investigate the capacity of 5th Avenue, the Mickler Ditch and 11th Street Ditch/Pond out to Mizell pond. This requires additional modeling and an in-depth analysis of the surrounding basins draining into the system.

As we are requesting legislative appropriations to armor the Mickler Ditch from A St to 11th St, it would be prudent to learn necessary capacity improvement modifications, right-of-way acquisition and opinion of probable construction cost prior to an armoring effort. As this option was excluded from the Task 1 budget, we requested a change order scope/proposal from ECT to provide this information and include the findings in the draft report due 09/26/2023.

Conclusion

It is likely the FDOT pond and Mickler ditch options will require potentially seven figure modifications to serve the three communities (~170 parcels). Improving the Mickler Ditch drainage route to Mizell pond will provide a greater overall benefit to a much larger segment of the City's residents.

Recommendations

Proceed with continued evaluation of FDOT Pond 500 and appropriate additional funding to further investigate the Mickler Ditch.

MEMORANDUM

Agenda Item # 9

Meeting Date 10-2-23

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

FROM: Max Royle, City Manager  mk

DATE: September 15, 2023

SUBJECT: Scheduling of Meetings: Workshop in October with City Boards Concerning the Vision Plan and Holding November Regular Meeting on the Second Monday, November 13, 2023

ITEM A. WORKSHOP

You approved the Vision Plan at your March 6, 2023, meeting and agreed with Commissioner Morgan's suggestions and plans for a June 2023 workshop. At your June 5, 2023, meeting, the City Manager asked you about holding a workshop. Your decision was to hold it in October with the Planning Board, SEPAC and the Smart City expert, Clayton Levins, Executive Director, of Smart North Florida whom Commissioner Margan had heard speak at a Northeast Florida League of Cities' meeting.

In June, the City Engineer, Public Works Director, Assistant Director, and the City Manager met with Mr. Levins to discuss the services that his company can provide.

Attachments

Attached for your review is the following information:

- Pages i - iii, the minutes of that part of your March 6th meeting when you discussed and approved the Vision Plan.
- Pages iv – vi, a brief description of Smart North Florida and a proposal from Mr. Levins.
- Pages 1 – 15, the approved Vision Plan.

Action Requested

It is that you set a date for the workshop in October. Your meeting room won't be available on the following dates: Thursday, October 12th (SEPAC) and Tuesday, October 17th (Planning

MEMORANDUM

Board). Once you've decided on a date, the City Manager will ask Mr. Levins if he's available on that day. If he is, then members of SEPAC and the Planning Board will be notified of the date.

ITEM B. SCHEDULING NOVEMBER MEETING

Mayor Samora will be away the first Monday, November 6th, and asks if you would schedule your regular meeting on the second Monday, November 13, 2023.

Excerpt from the minutes of the March 6, 2023, regular Commission meeting

Mayor Rumrell said that when they looked at that quote initially that there were things that did not pertain to our City, such as hospitals.

Commissioner Morgan questioned what shopping center was being referenced on page 6.B, subparagraph 1. Ms. England advised that it is the Publix shopping center. She said that she met with the City Manager and the Public Works Director, and they identified some possibilities, which were referenced in the Plan but were later removed to make it more general. She advised that there is a goal to address the southern part of the City to make sure that everyone has walking access to the beach of a mile or less, which is a future goal to keep in mind for those residents. Commissioner Morgan said that she liked that it was written to be flexible so that it can still work as our area and thoughts changes, but that she would like to see more specificity of the shopping center because over time there could be more shopping centers. Ms. England said that she could make the change to reflect Anastasia Plaza. Commissioner Morgan questioned whether we should include “bikeability” or only say “walkability”. City Manager Royle suggested to change the language to read, “to increase the City’s facilities for bicyclists and pedestrians.”

Commissioner Morgan questioned whether the language should be changed on Page 7 regarding the plazas because it only specified plazas along the Boulevard. She asked to consider adding language such as “to beautify A1A Beach Boulevard and the community” because there are bunch of plazas elsewhere, such as those on D Street.

Commissioner Morgan suggested on Page 10.F, second paragraph, to delete some of the causes and threats because there could be some people who would have objection to what the causes of those climate changes would be. Ms. England advised that this was part of the suggestions from SEPAC. Commissioner Morgan appreciates that a lot of time and effort was put into this before she became a Commissioner, but that she suggested scaling down that paragraph because in the long-term some people may not agree with it as written. Ms. England asked if Commissioner Morgan would like to make a formal suggestion to the City Manager that could be worked on. Commissioner Morgan said that she thinks that the paragraph goes further than necessary but that she could certainly make a suggestion to the City Manager. Commissioner Sweeny advised that she is okay with removing it and taking the last sentence and moving it up to the first paragraph. Mayor Samora agreed and said that that is the point of all the preceding language. Ms. England advised that she and the City Manager were trying to incorporate everyone’s suggestions and SEPAC provided a lot of input for the sustainability and resiliency section.

Commissioner Morgan said that on page 13, the first sentence should read “pursue” rather than “pursues”. City Manager Royle said that it should read that the City “adopts”.

Commissioner Sweeny thanked Ms. England for all the work that she has done and since this is a visioning document, she asked if it would be appropriate to convert those last septic properties to sewer in the future. She said that the City of St. Augustine has a program to help convert properties and that she would like additional conversation to add language in the Plan to move us in that direction if it is feasible. City Manager Royle advised that the sewer system is provided by the County and language could be added specifying that we would contact the County to work with them to connect this final segment of the City to sewer. He said that the County did a major sewer rebuild project about ten years ago and that he did not know why that area was left off and that he would follow up on it.

Excerpt from the minutes of the March 6, 2023, regular Commission meeting

3. Vision Plan: Review of Updated Draft (Presenters: Margaret England, Former Commissioner, and Max Royle, City Manager)

City Manager Royle advised that the current plan is meant to replace the 2006 Vision Plan. It has gone through a number of revisions and City committees and that former Commissioner Margaret England largely developed this update. He said that in the initial draft that he had suggested having a timetable and to do more review, but the Comprehensive Planning & Zoning Board (CPZB) and the Sustainability & Environmental Planning Advisory Committee (SEPAC) have had an opportunity to review it and if the plan meets with the Commission's satisfaction, he suggested to adopt it as is and we can tweak it over the next several months or year and revisit it. He said that he plans to work with the City Clerk on developing a set of goals from the Vision Plan or timelines to meet and report to the Commission in a year from now regarding what has/has not been done and where we are, what changes we may want to make, etc.

Margaret England, 425 Ocean Drive, St. Augustine Beach, FL, advised that she is here to present what she hoped would be the final version of the St. Augustine Beach Vision Plan, to address any questions, and to set up a mechanism for revision/review every year or two years. She said that the purpose of the Plan is to address pertinent topics and that she and the City Manager have hashed out almost every topic possible that addressed the physical nature of our community, to protect the environment, to protect the community culture, and to encourage "smart city" practices. She said that while many topics are addressed in general, we left it flexible which would allow current and future commissions guidance under these topics. She said that she and the City Manager reviewed letters, emails, and texts from the Commission, CPZB, and SEPAC and added very subtle changes and editing, such as one suggestion to create a Master Plan for the City plazas, but that we decided to leave it general to allow for flexibility as you go along. She said changes were made from the input that SEPAC provided, such as on page 10 regarding sustainability and resiliency, in a general way to give guidance to protect the culture of this City and to address everything. She said that if the Commission has any major changes that she and the City Manager would go through it again, but that everyone has had ample opportunity and has given good feedback that has already been incorporated in the Plan. She said that it is a good idea to have a Vision Plan so that we can see where we are going on each of these topics.

Mayor Samora thanked Ms. England for her continuing work on this project.

Vice Mayor Rumrell advised that he read through it and that it was pretty much what Ms. England had envisioned when she was on the Commission. He commended her for her great job and said that he liked that it is a working document without timetables for things to be implemented. He said that he supports the Vision Plan.

Commissioner Morgan thanked her for her work on this project. She said that on page 5, B.3 that the last sentence mentions that there is only one small area without a connection to the County sewer system and she asked where it was located. City Manager Royle advised that it is located on Acacia Street, Florida Avenue, and Pyrus Street, which are still on septic.

Commissioner Morgan questioned the language in the "Purpose of the Vision Plan", the second paragraph under the second subparagraph regarding "smart city". She asked if we were removing something or intentionally leaving something out of the quote with the use of ellipses. City Manager Royle advised that the things that did not apply to our City were left out, such as a bus system. Vice

Excerpt from the minutes of the March 6, 2023, regular Commission meeting

Commissioner Sweeny said that we had talked about a public art component in the past that is not in this final version. She said that we are such an eclectic, artful community and that she would like to see us embrace that a little bit, such as with murals or other public art. Ms. England advised that page 8, item 3, talks about displays of public art in the plazas. She said that it was suggested to create a master plan for the plazas right now and that we backed away from doing that because the Commission could always request that SEPAC come up with ideas for doing a certain number of plazas a year and to encourage them to do the work.

Commissioner Sweeny said that she is leery of adopting this tonight solely because the last time we discussed this, we had advertised that there would be a community meeting and an opportunity for the public to weigh in and that she would like to see that happen.

Mayor Samora said that this is sort of a living document, something that we should have a mechanism for reviewing periodically and asked for Ms. England's thoughts regarding how often it should be reviewed. Ms. England said that annually may be too often, and she suggested that the Commission could review it every two years. She said that it should also be reviewed if there are any major changes to services or utilities, such as when the old City Hall is developed.

Mayor Samora asked if it would need to be an extensive review that involved SEPAC and CPZB. Ms. England said yes, probably all the boards should have an opportunity to review it and have it as an agenda item for the public to comment. She advised that this is general guidance for the culture and nature of our community and to keep it beautiful.

Mayor Samora asked if it would be a stand-alone document and would not be part of the Comprehensive Plan or the Land Development Regulations (LDRs). City Manager Royle said it would be a stand-alone document.

Mayor Samora thanked them for their hard work.

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

Mayor Samora said that the Commission has talked about this for a long time and that he thinks that it is time to move on it. It has been proposed as a living document that would have periodic reviews, it has been generalized in a way that the Commission can navigate it moving forward, and that it sets some very broad-based goals for us. He said that Commissioner Sweeny brought up a public workshop and that he is not opposed to that, but it is time to start moving forward.

Commissioner Morgan said that she agreed with Ms. England's suggestion to review it every other year unless there is an event to facilitate a natural review of it. She said that she seemed to recall a cross committee workshop about six months ago where we reviewed a draft of the Vision Plan.

Vice Mayor Rumrell said that Commissioner Sweeny brought up a good point because it showed in the advertisement that there would be a June 2023 workshop and we could continue to tweak the document.

Motion: To approve the Vision Plan with Commissioner Morgan's suggestions and plans for a June 2023 workshop. **Moved by** Vice Mayor Rumrell, **Seconded by** Commissioner Morgan. Motion passed unanimously.

HELLO, WE'RE SMART NORTH FLORIDA

WE BELIEVE / Communities that add SMART tech prosper.

WE'RE DIFFERENT / We're a non-profit 501c3, not a tech reseller.

HOW WE DO IT / Understand thoroughly. Communicate simply. Solve pragmatically.

WE SOLVE PROBLEMS

STUBBORN PAST PROBLEMS / Whatever, wherever—traffic, trains, parking, flooding, etc.

UNEXPECTED PRESENT PROBLEMS / Only 60% of public sector workers returned after the pandemic

EMERGING FUTURE PROBLEMS / System stress from 1,000 people moving to Florida daily

BY DEMOCRATIZING INNOVATION



ROADBOTICS
FILLING REAL POTHOLES
WITH ARTIFICIAL INTELLIGENCE (A.I.)

Pilot - Clay Co.
20-year plan - Nassau Co.
Deploying - St. Augustine, Keystone Heights,
Bunnell, Neptune Beach



TRAINCO
SAVING LIVES WITH
EARLY TRAIN DETECTORS

Pilot - FDOT District 2
Approved - FDOT Innovation Product List (IPL)
Sole Source Contract



STORM SENSOR
STOPPING STREET FLOODS
WITH DRAIN DATA

Pilot - Neptune Beach Efficiency Lab
Scale Deployment - Neptune Beach
Satellite office and expansion under consideration



SMART ST. AUGUSTINE
TURNING AMERICA'S OLDEST CITY
INTO ITS SMARTEST CITY

Finalist for USDOT RAISE Grant submitted by
Gov. DeSantis
Selected for \$12M grant

SO GET IN TOUCH

CLAYTON LEVINS, EXECUTIVE DIRECTOR
904.588.3452
CLevins@SmartNorthFlorida.com

Introduction

The City of St. Augustine Beach (CoSAB) is rapidly innovating its operations and services. The adoption of smart city technology and digital infrastructure are critical investments both currently and in the strategic pipeline for the City.

With these current and future technology investments in mind, this document represents a partnership agreement between CoSAB and Smart North Florida (SNF) dedicated to data case study support, assisting with strategy, and helping overall technology assessment.

Task 1.0 Data Case Study Support

Smart North Florida runs a unique data partnership program wherein it provides data consultative services to city partners with University participation. Within this agreement, the City of St. Augustine Beach will be entitled to one data project with Smart North Florida.

The approach for this Data Case Study will be to perform asset mapping and identification for the City of St. Augustine Beach. This will include leveraging available or findable CoSAB data to create a visualization focused on (but not limited to) the following:

- Street poles
- Street signage
- Stormwater drainage
- City owned facilities
- Greenspaces and Tree Canopy
- Parks

Task 2.0 Smart City/Innovation Strategies

The Data case study project in the above is foundational for the second approach to this partnership, evaluating tools for asset management. There are new digital asset management solutions entering the market that allow for cities to track their assets in real time. As part of this effort City of St. Augustine Beach leadership will be given a report on solutions and implementation methods for asset management in the community. This report will cover solution features, cost effectiveness, and implementation methods.

Task 3.0 Technology Scouting and Deployment Support

Throughout the partnership, the City of St. Augustine Beach will have the opportunity to leverage Smart North Florida and our expertise in deploying and managing new technologies not explicitly shown in this agreement. In addition, Smart North Florida will leverage regional and State partnerships to help expedite technology opportunities for the City of St. Augustine Beach where possible.

Deliverables

- Data case study report. Case study result format will be determined in provided scope.
- Detailed evaluations on asset management solutions in the market.

Project Timeframe

This partnership effort will begin immediately upon signature of this agreement and will last 12 months. At the conclusion of 12 months, City of St. Augustine Beach can exercise the option to continue this partnership for an additional term.

Proposed Budget

Budget Item	Fees
Task 1.0	\$5,000
Task 2.0	\$2,500
Task 3.0	\$2,500
Total	\$10,000

Smart North Florida does not operate off of a billable hours template, but a flat quarterly fee for services indicated above. Payment will be made in accordance with CoSAB accounting policies.

Smart North Florida

City of St. Augustine Beach

X

Clayton Levins
Executive Director

X

Max Royal
City Manager

City of St. Augustine Beach, Florida

Approved March 6, 2023

VISION PLAN



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I. INTRODUCTION

The City of St. Augustine Beach is located five miles southeast of St. Augustine and is approximately 2.5 square miles in area. Its boundaries are Anastasia State Park (north), Atlantic Ocean (east), western boundary of State Road A1A, except for subdivisions and other properties west of that highway that have been annexed into the City; and the southern boundary of the Sandpiper Village subdivision. The City's main industry is tourism with numerous hotels, motels and restaurants along its main street, A1A Beach Boulevard. Though the beach and ocean are the magnets that attract thousands of overnight and day visitors from interior areas of Florida and many states for swimming, sunbathing, fishing, and surfing, the City's character is largely residential with an estimated 2023 population of 6,914.

Illustration 1



II. VISION STATEMENT

St. Augustine Beach is an ocean-front paradise committed to preserving its natural resources, inspiring a socially responsible and engaged citizenry by means of communication, transparency and accountability, and supporting a safe and exceptional quality of life for its residents and visitors.

III. MISSION STATEMENT

To maintain and enhance standards and activities that will ensure an exceptional quality of life for residents and visitors through effective and efficient municipal services.

IV. PURPOSE OF THE 2006 VISION PLAN

In 2006, the City Commission hired a consultant, Wallace, Roberts and Todd, to do the City's first vision plan. The Commission appointed a 14-member Vision Plan Steering Committee, to develop the plan with the consultant and the Planning Board. The 2006 Vision Plan had five basic purposes:

1. To establish a coherent long-term vision for the A1A Beach Boulevard corridor, both in the public and private realms, by identifying community aspirations and integrating prior initiatives.
2. To proactively manage the growing pressure for redevelopment and infill by determining a desirable mix of land uses, intensities, and visual character of development, and by modifying development standards and regulations accordingly.
3. To activate the corridor and create a sense of identity and community by identifying opportunities for nodes of mixed activity at key locations.
4. To maximize the utility of City-owned squares (plazas) by identifying optimal uses and potential design prototypes, in line with the vision for the corridor.
5. To enhance the overall visual aspect and functionality of the corridor by creating pedestrian and bicycle linkages, providing amenities, and enhancing parking opportunities.

V. RESULTS OF THE 2006 VISION PLAN

The Vision Plan was focused on the City's "main street," A1A Beach Boulevard. Several of the actions/projects listed in the 2006 Plan have been implemented and several have not been accepted:

1. Building height limits strengthened.
2. Business sign regulations updated.
3. The mixed-use district was enacted and applies to a section of Boulevard between Pope Road and F Street. However, certain recommended modifications to the Land Development Regulations were not done.
4. Some design guidelines for buildings along the Boulevard were included in mixed-use district regulations.
5. The Comprehensive Plan was amended in 2020 to incorporate a mixed-used district as a land-use type.

6. Initiatives Not Accepted or Created:

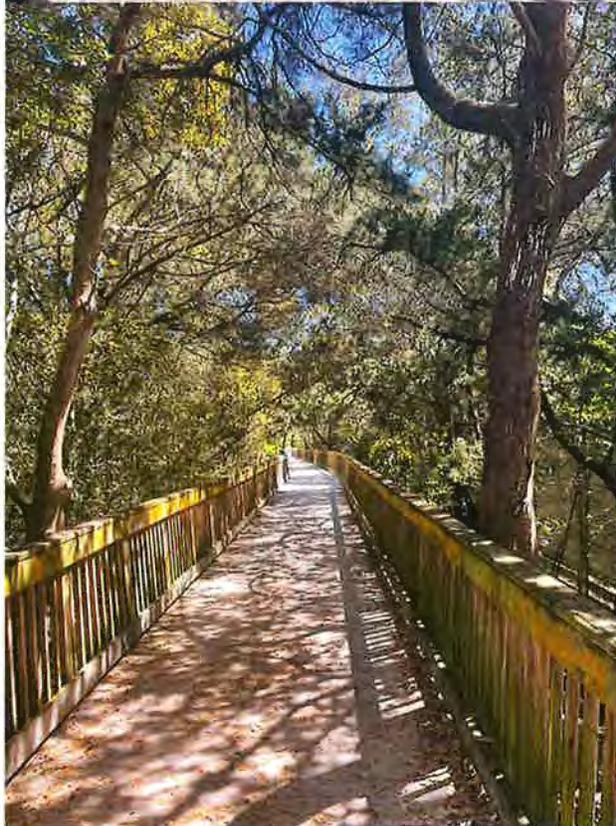
- Activity center
- A Street Town Center
- One goal in the 2006 Plan was to investigate funding/grant opportunities for parking and open space/recreation improvements for the plazas along the Boulevard. The grant sources listed were: Florida Communities Trust/Florida Forever program, Florida Land and Water Conservation Fund, Community Development Block Grant program, Florida Recreation Development Assistance Program, National Scenic Byways Program, Greenways and Recreational Trails Program, and Federal Urban Parks and Recreation Recovery Program. However, none of these applied to the very small (under a quarter acre) plazas in the City. Rather, the City sought Florida Recreation Development Assistance Program grants for the much larger Ocean Hammock Park.
- Initiate a dialogue with the County for possibly changing the name of A1A Beach Boulevard to Beach Boulevard was rejected.
- Create a logo for banners, signage, and marketing material in conjunction with creating town centers at A Street and the City's north end. As the centers weren't created, the logo wasn't created.

VI. EXISTING CONDITIONS

A. As part of the foundation for the development of the 2023 Vision Plan, the following are existing features or characteristics that are beneficial to the City:

1. Public beach accesses: over twenty-five (25) beach access points.
2. Five (5) public parks.
3. Three (3) major pedestrian walkways.
4. Over one thousand hotel/motel rooms available to visitors, in addition to private bed-and-breakfasts and short-term rentals.
5. Two hundred twenty (220) small businesses, including four banks, and chain and non-chain restaurants and stores.
6. Fifty-two (52) public plazas.
7. St. Augustine Beach Hotel and Beachfront received U.S. National Park Service "National Register of Historic Places," January 2022.

Illustration 2



B. The following are existing features in the City that are unlikely to change and thus will not be addressed in the Plan:

1. **Road network:** If no new subdivisions are created, there'll likely be no addition to the existing road network. Nearly all of the existing roads have been paved. Comprehensive network of paved roads includes arterial highways (SR A1A and A1A Beach Boulevard), plus County-owned collector streets and City-owned residential streets that provide access to all residential subdivisions.
2. **New subdivisions:** It is unlikely that there will be any significant new subdivisions because there are no large tracts remaining in the City to be developed nor are there any large, vacant tracts adjacent to the City that could be annexed and developed as new subdivisions.
3. **Water and sewer systems:** Except for upgrades, it is unlikely that the County-owned potable water system currently in place throughout the City will be changed. There is only one small area without a connection to the County-owned sewer system.
4. **Major commercial development:** Only one large commercial tract remains between 4th and 5th streets, west of A1A Beach Boulevard. However, renovation is possible in other buildings or buildings destroyed by fire or flood.
5. **Parkland:** Within its limits, the City already has five City- and County-owned parks, which are sufficient for the City's population of about 7000 residents, plus bordering the City to the north and outside its limits is the 800-plus acre Anastasia State Park. Also, because of the high level of the City's current long-term debt, the City is unlikely to incur additional debt in order to buy more parkland for recreation/open space purposes, or to provide a match for a grant to buy additional parkland.

VII. PURPOSE OF THE 2023 VISION PLAN

Since 2006, cities have emphasized the use of technology and data to become more efficient and to prioritize planning to meet such new challenges as sustainability and climate change. Many cities now collect and make optimal use of all the interconnected data, information and communication technologies to address the issues and challenges with the goal of achieving efficient and sustainable infrastructure. Use of such technologies has created the phrase "Smart City".

"Smart City," according to Wikipedia, is defined as "...a technologically modern urban area that uses different types of electronic methods and services to collect specific data. Information gained from that data is used to manage assets, resources, and services efficiently; in return, that data is used to improve operations across the city. This includes data collected from citizens, devices, buildings, and assets that are processed and analyzed to monitor and manage traffic and transportation systems...utilities...waste, criminal investigations, information systems, schools, libraries...and other community services. Smart cities are defined both in the ways in which their governments harness technology as well as in how they monitor, analyze, plan, and govern the city."

St. Augustine Beach's Smart City goals are those which improve the quality of life for City residents by:

- Enhancing operational performance

- Optimizing resources
- Reducing waste and consumption
- Improving responsiveness
- Acting upon data collected
- Identifying funding for projects
- Identifying technology to implement Smart City projects

VIII. SMART CITY PROJECTS

To meet the goals listed above, the following are suggested projects for the 2023 Smart City Vision Plan:

A. Zoning and Land Use Ordinances

The City shall remain proactive in the maintenance and upkeep of its land use ordinances and Comprehensive Plan policies. Suggested improvements include:

1. Encourage desired commercial and mixed-use development and redevelopment by means of a thorough review of parking and shared parking ideas, thoughtful and realistic buffers between land uses and continued efforts to explore the use of flexible setbacks in commercial areas.
2. Develop architectural design features and restrictions for buildings along A1A Beach Boulevard, both commercial and those allowed for residential use by conditional use permits, in order to maintain the City's beach culture and character. Guidelines should be created to address the following:
 - rooflines
 - uninterrupted planes or walls
 - allowance for architectural features, such as cupolas
 - setbacks
 - parking
 - landscaping

B. Safe and Complete Streets

The City is committed to providing safe and walkable streets, public parking, as well as easy access to the beach. Initiatives include:

1. Identify additional thru streets or sidewalks between F Street and Anastasia Plaza shopping center to increase the City's facilities for bicyclists and pedestrians by providing connections between A1A Beach Boulevard and State Road A1A on the south end of the City.
2. Identify streets where sidewalks are needed and budget for repair of existing sidewalks.

3. Underground utilities wherever street construction is done.
4. Provide additional and improved streetlighting.
5. Participate with St. Augustine on studies to increase mobility between the two cities.
6. Provide speed calming devices in certain high-traffic streets.
7. Work with the County on providing measures for safety of pedestrians using the crosswalks on A1A Beach Boulevard and other County Roads in the City.
8. Actively participate in the proposed River-to-Sea Loop.
9. Develop a bicycle-friendly map using a network of existing roads and trails.

C. Parking

The demand for more parking by out-of-town visitors, the need to encourage tourism and stimulate the economy and the desire of residents to maintain the laid-back and safe, pedestrian-oriented beach community creates a conflict for the use of City property. However, the following guidelines may assist in the development of improved parking:

1. Restrict the use of plaza for improved parking to commercial areas along A1A Beach Boulevard.
2. Review and update City parking requirements in commercial land use districts. Take into consideration pedestrian, bicycle traffic, recent trends in parking requirements for urban areas, shared parking, and the need to encourage commercial and mixed use along A1A Beach Boulevard.
3. Designate by a numbering system the improved and unimproved parking spaces in the City and through the use of technology enable visitors to find open or unused parking spaces.
4. Encourage St. Johns County to provide improved parking spaces along County-owned property in the City, such as Pope Road and the Pier Park. By letter dated August 26, 2021, the City officially requested additional public parking on Pope Road.
5. Keep paid parking as a viable option in conjunction with decisions by the County concerning having paid parking in areas it owns that are in the City's limits.
6. Investigate having possible parallel parking spaces along (adjacent to) commercial property and the side streets east of A1A Beach Boulevard.
7. Encourage parking areas to be beautified and well landscaped.
8. Advocate for new alternative transit options, such as an intercity circulator with St. Augustine or park and ride options to the beach and the pier.

D. Use of Plazas

The City is blessed with 52 plazas that can be used as landscaped areas to beautify A1A Beach Boulevard and the community, or utilized as appropriate and necessary in commercial zones. Illustration 3 shows

the locations of the plazas: nine are used for parking, eight are currently landscaped park areas, and 35 are currently undeveloped.

The following guidelines may assist in deciding the future uses of the plazas:

1. Restrict the use of the plazas for improved parking to commercial plaza areas along A1A Beach Boulevard.
2. Create a plan to develop the unimproved plazas with examples of native plants or as rain gardens to educate the public about sustainable gardens.
3. Use some of the plazas for displays of public art.

Illustration 3

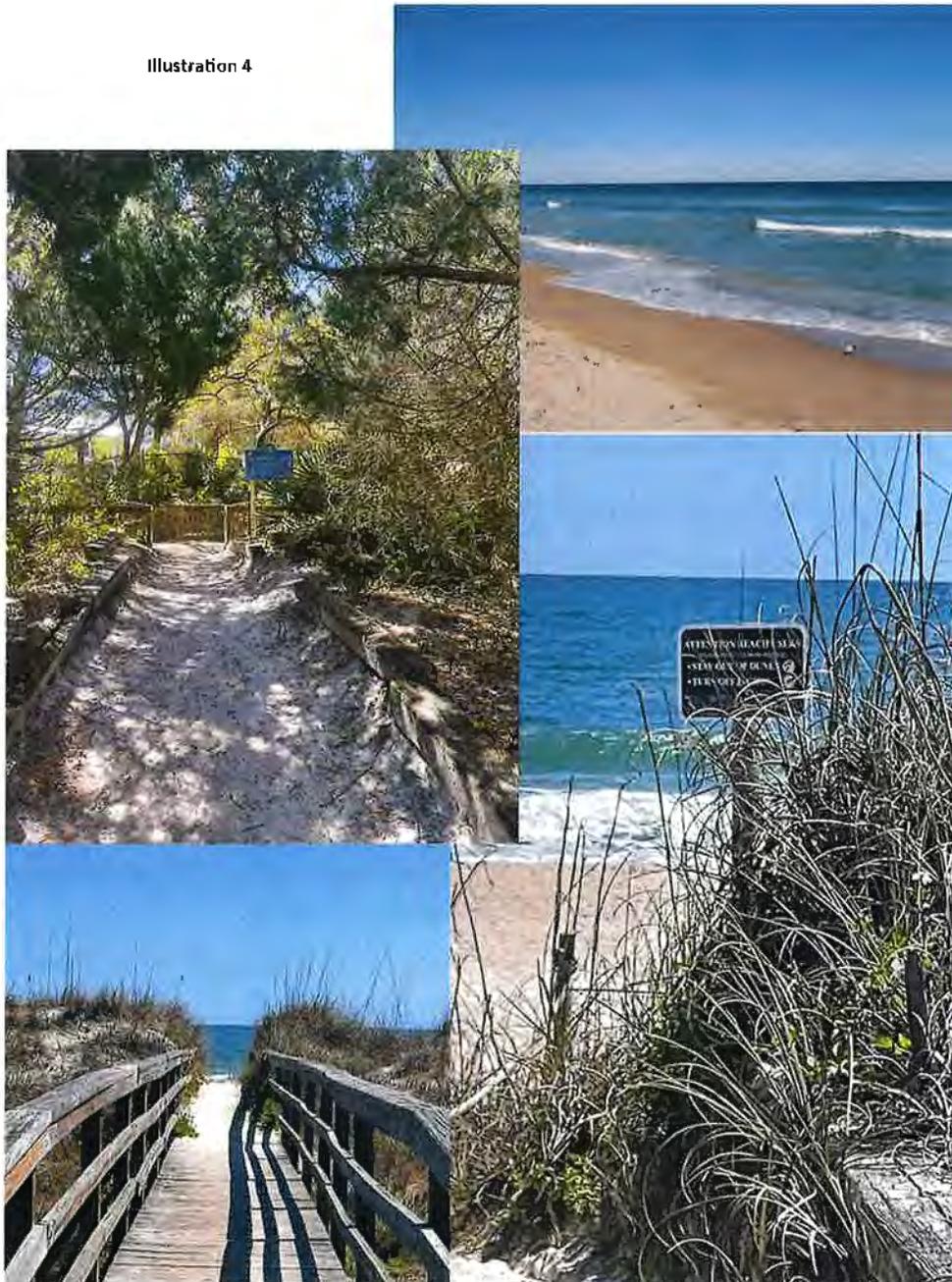


E. Beach-Related Matters

The pristine beach within the City is one of its most beautiful assets. It attracts tourists, contributes to the economy, and creates a paradise-like atmosphere for residents. Therefore, it is imperative that the City give high priority to the following beach-related matters:

1. Work with County for periodic beach restoration projects to restore sand to eroded sections of the beach.
2. Continue to advocate for more improved beach walkovers for public access to the beach.
3. Participate in sea oats planting projects to strengthen dunes that protect the beach from erosion.

Illustration 4



F. Sustainability and Resiliency

Sustainability is most commonly referred to as the ability to maintain the quality of living standards and to avoid depletion of the earth's natural resources so that they may be passed on from one generation to the next. The impacts of climate change and sea level rise present an eminent threat to the City's sustainability.

Resiliency means the ability to withstand efficiently and economically a changing environment and climate. Resiliency indicates how quickly a city can recover from an unusual event, be it economic- or weather-related.

As part of its ongoing efforts to strengthen its sustainability and resilience, the City has completed a Vulnerability Study and is in the process of revising its Master Stormwater Drainage Plan.

Sustainability Goals and Policies

1. **Maintain and Restore Urban Tree Canopy**
 - a. Will maintain its Annual Arbor Day celebration with a free-tree giveaway program and will encourage residents to plant trees on their property.
 - b. Will establish an "Urban Tree Farm" on Public Works facility property.
 - c. Will adopt the Urban Forestry Management Plan as an official City document.
 - d. Will improve tree protection regulatory codes by updating the Land Development Regulations to incorporate tree protection policies.
2. **Reduce Stormwater Runoff and Downstream Water Pollution**
 - a. Adopt a right-of-way ordinance that requires roadside swales on all residential streets and allow for the dry retention of the first half (1/2) inch of rainfall runoff.
 - b. Public Works Department and the Sustainability and Environmental Protection Advisory Committee (SEPAC) should identify, design and where feasible add dry retention areas in City-owned plazas and appropriate street right-of-way locations to provide for the natural retention of stormwater runoff and to protect at-risk neighborhoods from flooding during periods of extensive rainfall.
 - c. Encourage commercial properties to retain the first half (1/2) inch of stormwater runoff from their properties, using rain gardens or rain storage barrels.
 - d. Encourage residential properties to retain the first half (1/2) inch of stormwater runoff from their properties using rain gardens or storage barrels.
3. **Adopt Climate Change Initiatives to Reduce the Use of Fossil Fuels**
 - a. Implement climate change initiatives to reduce the City's use of fossil fuels, such as purchasing electric vehicles and retrofitting City buildings to make them more energy efficient.

4. Reduce solid waste and increase recycling.
 - a. Continue to explore ways to explore ways to recycle, such as the recycling of glass containers, and encourage residents to compost waste by having a compost site on City property.
5. Have the Sustainability and Environmental Planning Advisory Committee do a yearly assessment of the City's sustainability projects and programs.

G. Public Safety

The City is characterized by a very active pedestrian and bicyclist community. There are several major pedestrian corridors, such as Mickler Boulevard, 2nd Avenue and A1A Beach Boulevard. These corridors shall be preserved, protected, and improved as much as possible for pedestrians, bicyclists, and types of micro-mobility, as appropriate.

Other initiatives for Public Safety improvements include:

1. Improve crosswalks on A1A Beach Boulevard by means of technology, lights, and audio.
2. Continually evaluate the need for additional traffic safety measures to ensure safe and fluid travel within the City.
3. Educate citizens on road safety for pedestrians, bicyclists and vehicles
4. Evaluate the need for adoption of new technology and equipment for more efficient and transparent policing.

H. Parks/Recreation

There are five (5) parks in the City, either City- or County-owned:

1. Pier Park (County)
2. Ron Parker Park (County)
3. Lakeside Park (City)
4. Ocean Hammock Park (City)
5. Hammock Dunes Park (City)

Also, the beach could be considered a park because it offers areas for such recreation activities as swimming, fishing, volleyball, jogging, surfing and the numerous games, such as horseshoe throwing, that persons bring to the beach.

These parks provide sufficient park and recreation space for a city the size of St. Augustine Beach (2.5 square miles in area with about 7,000 residents). It is unlikely that any future parkland will be available.

Illustration 5



Therefore, it is advisable that the City adopt policies and pursues initiatives to ensure the highest and best use of these properties.

1. **Pier Park** (four acres): Both the City and the County own parcels within this Park, which is a critical destination point for beach access, recreational activities, and special events. The City is actively working with St. Johns County to maximize the Park's highest and best use. The County has agreed to move the fire station to another location near the City. This relocation will provide an opportunity to demolish or repurpose outdated buildings to better utilize the property. Some ideas include creating more parking and to obtain grants to build a community center on the fire station site close to A1A Beach Boulevard.
2. **Ron Parker Park** (four acres): The City will work with the County to maintain existing sports-related facilities, such as paddle tennis courts, and to create new ones.
3. **Lakeside Park** (one acre): It is located on the north side of 11th Street adjacent to the City's Police Department. It currently contains a veterans' memorial, sculpture garden, walk/bicycle path, picnic area and a dock by the lake.
4. **Ocean Hammock Park** (18 acres): The City has obtained grants and having design and permitting work done for certain amenities, such as restrooms, trails, and an overlook. Other grants will also be sought. The grants will enable the City to complete the management plan that it agreed to do as a condition of the grants from the Florida Communities Trust to purchase the property.
5. **Hammock Dunes Park** (six acres): It is located on the west side of A1A Beach Boulevard and north of the shopping center. It has no trails, walkways, or other amenities for the public. A long-range park use plan should be developed and then grant funding sought to construct the amenities that the residents and Commission decide the Park should have.

I. Historic Preservation and Best Use of Pier Park

Pier Park is a major destination for both residents and visitors to St. Augustine Beach. It provides beach access, a place for events, such as the weekly farmers' market, music-by-the-sea summer concerts, weddings, and any more special and seasonal events. Some suggestions to improve this Park, preserve the historical civil rights significance and provide additional parking include but are not limited to the following:

1. Relocate the County fire station. The fire station is outdated and St. Johns County has listed its relocation (possibly to the Anastasia Mosquito Control District property) in its five-year capital improvements plan.
2. Create a Civil Rights memorial to commemorate the "Wade Ins" which occurred on the segregated St. Augustine Beach during the summer of 1964.
3. Investigate the possibility of renovation of the second floor of the old city hall (St. Augustine Beach Hotel and Beachfront) and further preservation. Working with the St. Johns Cultural Council explore available grants to preserve the property, improve its economic usefulness and highlight its historical significance. Anticipate and prepare for Cultural Council lease expiration in 2026.

4. Investigate and discuss possible other uses of the property in a public forum, such as a community center on A1A Beach Boulevard, a raised boardwalk or raise retail buildings with parking underneath and/or storage for the St. Augustine Beach Police Department, County Marine Rescue, and vendors.
5. Maintain citizen engagement through current special events at Pier Park and throughout the City, and continually improve communication with residents through the City's Communications and Events Coordinator.

Illustration 6



**BOARD AND DEPARTMENTAL REPORT FOR CITY COMMISSION MEETING
OCTOBER 2, 2023**

CODE ENFORCEMENT/BUILDING/ZONING

Please see pages 1-4.

COMPREHENSIVE PLANNING AND ZONING BOARD

The minutes of the Board's August 15, 2023, meeting are attached as pages 5-12.

SUSTAINABILITY AND ENVIRONMENTAL PLANNING ADVISORY COMMITTEE

The Committee did not meet in September because one member tested positive for COVID and as there were only three other members available for the meeting, it had to be cancelled because it lacked a quorum.

POLICE DEPARTMENT

Please see page 13.

FINANCE DEPARTMENT

Please see pages 14-15.

PUBLIC WORKS/ENGINEERING DEPARTMENT

Please see pages 16-20.

CITY MANAGER

1. Complaints

A. Parking

A resident asked that a No Parking sign be put at the northeast corner of 3rd Street and 2nd Avenue because of parked vehicles on 3rd blocking the view of drivers. He requested later that the 3rd Street/2nd Avenue street sign be replaced and that a three-way stop be put at 2nd Avenue and 3rd Street.

B. Weeds at the Bocce Courts

The courts are on City property near the former city hall. A resident asked that the weeds in the courts be removed. As there no longer is a club that maintains the courts, his request was forwarded to the Public Works Department.

C. Cutting Corner

A Sea Oaks resident said drivers were cutting the corner at Sea Oaks Drive and A Street and hitting her mailbox. She asked the Public Works Director to put up a sign to stop drivers from cutting the corner.

A

D. Pavement Patching

A 3rd Street resident asked that the pavement be patched at the west end of 3rd Street where a depression was forming, and at the southwest corner of 4th Street and 2nd Avenue where drivers turning in and out of 4th had created a rut. These requests were forwarded to the Public Works Director.

2. Major Projects

A. Road/Sidewalk Improvements

1) Opening 2nd Street West of 2nd Avenue

For an update, please see page 18 (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.

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

2) Beach Restoration

The project will begin in November or December 2023 and be completed by the end of June 2024.

C. Parks

1) Ocean Hammock Park

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

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

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

2) Hammock Dunes Park

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

3. Finance and Budget

A. Fiscal Year 2023

Fiscal Year 2023 began on October 1, 2022, and will end September 30, 2023. August 2023 is the eleventh month of FY 23. As of that date, the City had received \$8,499,439 for the General Fund, or 80.6% of the total projected to be received from the entire fiscal year, and had spent \$7,816,842, or 74.1% of the projected expenditures. The surplus of revenues over expenditures was \$682,598. As of July 31, 2023, the total provided by property taxes, the City's major source of revenue, was \$4,089,703 or 98% of the amount projected to be received from this source for the entire fiscal year. The current surplus of revenues over expenditures provides a cushion for the remaining month of the fiscal year. Expenditures will increase during the month as projects are completed and outstanding purchase orders are paid before the end of the fiscal year on September 30th.

B. Alternative Revenue Sources

In response to the City Commission's request that the administration suggest potential sources of revenue to fund City operations, the Public Works Director has proposed a stormwater utility fee. The Commission

discussed this proposal at two meetings in 2021 and decided not to authorize the staff to proceed to the next step in the process to adopt the fee in the future. However, at its October 3, 2022, meeting, the Commission decided to hold a public hearing on November 14, 2022, concerning the fee, and at that meeting approved a resolution stating the City's intent to adopt a non-ad valorem assessment for a stormwater fee. The next step will be to adopt a range for the fee. The Public Works Director presented an ordinance to the Commission at its February 6th. The Commission passed the ordinance on final reading at their March 6th meeting but did not approve a budget resolution to appropriate \$13,790 for a civil engineering consultant to digitize impervious surfaces of residences and businesses in the City for determining an equivalent residential charge. The Commission asked that City staff work on preparing the information for a residential charge. Money will be requested in the FY 24 budget for a consultant to develop a range of fees. The City advertised a Request for Qualifications to find a consultant to do the study. Only one firm, Jones Edmonds, responded by the deadline. Once City staff negotiates costs, a proposal will be presented to the City Commission.

C. Fiscal Year 2024

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

4. Miscellaneous

A. Permits for Upcoming Events

In September, the City Manager approved the following permits: a. Sand Castle Building Competition, September 30th; b. Beach Cleanup, October 20th; c. 5K Run for Peace, April 6, 2024; and d. Hugh Shaw Memorial Surf Contest, May 18, 2024.

B. Vision Plan

At its March 6, 2023, meeting, the Commission approved the Vision Plan. At its June 5th meeting, the Commission discussed having a workshop, perhaps in October, with a Smart City consultant and members of the Planning Board and the Sustainability and Environmental Planning Advisory Committee.

C. Former City Hall/Hotel Property

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

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

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

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

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

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

D. City's Population

The Bureau of Economic and Business Research at the University of Florida is under contract with the state to provide each year updated population estimates for Florida's cities and counties as of April 1st. As of April 1, 2023, the Bureau has determined that the City's population was 6,953. In April 2022, the estimated population was 6,914.

COSAB NEW SFR CONSTRUCTION LIST

Application Id	Property Location	Permit No	Issue Date	Description	User Code 1
3897	15 SABOR DE SAL RD	P2200622	3/7/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
4186	13 13TH LN	P2200376	1/24/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
4665	171 RIDGEWAY RD	P2200670	3/10/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
4894	107 E ST	P2201127	6/7/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5018	507 F ST	P2201176	6/15/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5269	6 15TH ST			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5346	5 15TH ST	P2201519	9/1/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5370	9 11TH ST.	P2300307	12/15/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5587	14 6TH ST	P2300483	2/2/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5644	399 OCEAN FOREST DR	P2201148	6/16/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5666	105 KINGS QUARRY LN	P2201335	7/26/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5724	254 RIDGEWAY RD	P2201288	7/12/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5851	12 2ND ST	P2300674	3/1/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
5889	2 C ST	P2300588	2/13/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6076	16 5TH ST	P2300034	10/7/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6122	884 OCEAN PALM WAY	P2300322	12/13/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6356	1105 LAUGHING GULL LN	P2300216	11/16/2022	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6484	454 OCEAN FOREST DR	P2300371	1/3/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6548	16 LINDA MAR DR	P2300883	4/11/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6585	9 10TH ST	P2301090	5/25/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
6816	372 RIDGEWAY RD	P2300781	3/22/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
7032	0 OCEANSIDE DR			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
7091	413 C ST	P2301106	5/26/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
7129	131 15TH ST	P2301109	5/26/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
7354	619 OLD BEACH RD	P2301329	7/26/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
7408	6 2ND ST			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
7568	129 14TH ST	P2301338	7/21/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING GOLD PERMIT : P2101217 - 3176	RES
7674	115 D ST	P2301511	8/29/2023	NEW SINGLE FAMILY RESIDENCE-BUILDING	RES
7781	494 PYRUS ST			NEW SINGLE FAMILY RESIDENCE-BUILDING	RES

- 1 -

Application Id Range: First to Last

Issue Date Range: First to 09/21/23

Expiration Date Range: First to 09/19/25

Applied For: N Open: Y

Application Date Range: First to 09/21/23

Use Type Range: First to Last

Hold: N

Building Code Range: BUILDING to BUILDING

Contractor Range: First to Last

Completed: N

Work Type Range: SFR-A to SFR-D

User Code Range: RES to RES

Denied: N

Void: N

Customer Range: First to Last

Inc Permits With Permit No: Yes

Inc Permits With Certificate: Yes

Waived Fee Status to Include: None: Y

All: Y

User Selected: Y

COSAB COMMERCIAL CONSTRUCTION LIST

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

Application Id Range: First to Last

Issue Date Range: First to 09/21/23

Expiration Date Range: First to 09/19/25

Applied For: N Open: Y

Application Date Range: First to 09/21/23

Use Type Range: First to Last

Hold: N

Building Code Range: BUILDING to BUILDING

Contractor Range: First to Last

Completed: N

Work Type Range: COM ADDITION to COMMERCIAL NEW

User Code Range: COM to COM

Denied: N

Void: N

Customer Range: First to Last

Inc Permits With Permit No: Yes

Inc Permits With Certificate: Yes

Waived Fee Status to Include: None: Y

All: Y

User Selected: Y

COSAB FY'23 TREE INSPECTIONS

Application Id	Property Location	Permit No	Issue Date	Description
6216	402 B ST	P2300062	10/13/2022	RESIDENTIAL-TREE REMOVAL INSPECTION
6389	134 13TH ST	P2300244	11/21/2022	RESIDENTIAL-TREE REMOVAL INSPECTION
6404	6 MICKLER BLVD	P2300233	11/17/2022	RESIDENTIAL-TREE REMOVAL INSPECTION
6587	202 AZALEA AVE	P2300411	1/9/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
6763	609 MARIPOSA ST	P2300577	2/14/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7203	4 N TRIDENT PL	P2301002	5/4/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7204	6 N TRIDENT PL	P2301001	5/4/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7288	508 WEEPING WILLOW LN	PZ301078	5/19/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7367	10 COQUINA BLVD	P2301157	6/12/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7482	471 HIGH TIDE DR	P2301265	7/6/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7550	50 OCEAN CT	P2301335	7/28/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7579	78 WILLOW DR	P2301353	7/24/2023	RESIDENTIAL-TREE REMOVAL INSPECTION
7657	10 LEE DR	P2301434	8/15/2023	RESIDENTIAL-TREE REMOVAL INSPECTION

Application Id Range: First to Last

Issue Date Range: 10/01/22 to 09/21/23

Expiration Date Range: First to 09/19/25

Applied For: N Open: Y

Application Date Range: First to 09/21/23

Use Type Range: First to Last

Hold: N

Building Code Range: TREE to TREE

Contractor Range: First to Last

Completed: Y

Work Type Range: TREE REMOVAL to TREE REMOVAL

User Code Range: First to Last

Denied: N

Void: N

Customer Range: First to Last

Inc Permits With Permit No: Yes

Inc Permits With Certificate: Yes

Waived Fee Status to Include: None: Y

All: Y

User Selected: Y

COSAB FY'23 ZONING REPORT

Application Id	Parcel Id	Property Location	Building Code	Activity Type	Inspector	Date	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	BONNIE M	7/18/2023	APPROVED
7263	1632300000	13 OAK RD	ZONING	Z-VARIANCE	BONNIE M	6/20/2023	APPROVED
7266	1742000020	1033 A1A Beach Blvd	ZONING	Z-CONCEPT REV	BONNIE M	6/20/2023	PERFORMED
7267	1742000020	1001 A1A Beach Blvd	ZONING	Z-VARIANCE	BONNIE M	6/20/2023	APPROVED
7290	1690500000	18 A ST	ZONING	Z-COND USE	BONNIE M	7/18/2023	APPROVED
7416	1703900000	14 D ST	ZONING	Z-COND USE	BONNIE M	7/18/2023	APPROVED
7416	1703900000	14 D ST	ZONING	Z-COND USE		8/7/2023	APPROVED
7542	1717700000	400 E ST	ZONING	Z-VARIANCE	BONNIE M	8/15/2023	APPROVED
7543	1629610070	508 WEEPING WILLOW LN	ZONING	Z-VARIANCE	BONNIE M	8/15/2023	APPROVED
7672	1627800000	2040 A1A S	ZONING	Z-VARIANCE		10/17/2023	OPEN
7693	1742000020	1001 A1A Beach Blvd	ZONING	Z-FINAL DEV	BONNIE M	9/19/2023	APPROVED
7693	1742000020	1001 A1A Beach Blvd	ZONING	Z-FINAL DEV	BONNIE M	10/2/2023	OPEN

- 4 -

Application Id Range: First to Last Range of Building Codes: ZONING to ZONING
 Activity Date Range: 10/01/22 to 10/26/23 Activity Type Range: Z-APPEAL to Z-VARIANCE

Inspector Id Range: First to Last
 Included Activity Types: Both Sent Letter: Y



MINUTES

PLANNING AND ZONING BOARD REGULAR MONTHLY MEETING

TUESDAY, AUGUST 15, 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, Victor Sarris, Junior Alternate Rhys Slaughter.

BOARD MEMBERS ABSENT: Vice-Chairperson Chris Pranis, Hester Longstreet, Senior Alternate Gary Smith.

STAFF PRESENT: ~~Building Official Brian Law, City Attorney Jeremiah Blocker, Planner Jennifer Thompson, Recording Secretary Bonnie Miller.~~

IV. **APPROVAL OF MINUTES OF REGULAR PLANNING AND ZONING BOARD MEETING OF JULY 18, 2023**

Motion: to approve the minutes of the Board's meeting of July 18, 2023. **Moved** by Conner Dowling, **seconded** by Larry Einheuser, **passed 6-0** by unanimous voice-vote.

V. **PUBLIC COMMENT**

There was no public comment pertaining to anything not on the agenda.

VI. **NEW BUSINESS**

- A. Land Use Variance File No. VAR 2023-11, for a front yard setback reduction from 20 feet to 12 feet and a street side yard setback reduction from 12 feet to 8 feet for proposed new construction of a 300-square-foot covered front porch and street side handicap-accessible ramp addition to an existing single-family residence in a medium-low density residential land use district on Lot 1, Block 57, Coquina Gables Subdivision, at 400 E Street, St. Augustine Beach, Florida, 32080, Kathleen J. Bice and Marvin D. Krohn, Applicants

Jennifer Thompson: This first order of business is a variance application for 400 E Street. The applicants are requesting a reduction in the front setback from the required 20 feet

to 12 feet, and a reduction of the street side setback, as this is a corner lot, from the required 12 feet to 8 feet. These requested setback reductions are for a proposed 300-square-foot addition for a covered porch and a covered wheelchair-accessible ramp.

Kevin Kincaid: Any questions? Hearing none, may we hear from the applicants, please?

Yuliia Moiseeva, 405 Treaty Oak Lane, St. Augustine, Florida, 32092, Agent for Applicants: I am the agent for the applicants, who are the owners of 400 E Street. We are asking for setback reductions to add a covered porch and handicap-accessible ramp. The covered porch will be a wood-frame structure, and the ramp is for elderly persons in wheelchairs.

Conner Dowling: Will the new porch and ramp be built on the same foundation?

Yuliia Moiseeva: The wooden wheelchair-accessible ramp will be built on the side of the house, and it will be elevated up to the porch addition and made level with the front door, so the elderly persons will have easy wheelchair access from the ramp leading up to the covered front porch and then to the front door of the house. The porch and ramp will be built on a wood pier or post foundation with a wood frame porch structure on top.

Rhys Slaughter: Is there a precedent for doing this under the circumstances that it is only used as a covered porch and a wheelchair ramp, so that moving forward, say in 10 years or so, this won't become a complete remodel with all of this additional square footage converted to enclosed space within the setbacks allowed by this variance, if approved?

Brian Law: If this variance is granted, the approval will be very specific to what the applicants are requesting to build per the variance application. If the property is sold down the road, the new owners would not be able to enclose the porch without a permit, and ideally, as part of their due diligence, zoning would look at that for assessment of an impact fee adjustment for new conditioned space, and there would be a record of how the porch and wheelchair ramp were allowed to be built, per the variance application and approval. This doesn't mean current or future owners couldn't apply to build something else down the road, but to do so, they would have to go through the variance process to change anything not specifically allowed per the approval of this current variance request.

Kevin Kincaid: So, this does not give current or future owners an automatic right to build anything they want within the setback reductions that would be granted by this variance. The variance, if granted, would be specifically limited to what the applicants are requesting to build per the submitted variance application and accompanying plans.

Brian Law: Yes. If the Board decides to grant this variance, I recommend the motion to approve include language stating construction shall be in accordance with the submitted plans, or something of that magnitude. Keep in mind, if the house is destroyed by a natural disaster, terrorist act, or something like that, this variance would no longer exist.

Conner Dowling: What will happen to the little porch currently located at the entrance to the house on the E Street side? This little porch is not raised up but is built at grade.

Yuliia Moiseeva: The porch itself is no longer there, but the concrete slab is still there.

Conner Dowling: I was just curious, as I saw that an enclosed porch not elevated to the level of the house used to be there. It appears, without a graphic scale in my hand, that the new addition will extend slightly beyond the area where that porch slab is, correct?

Yuliia Moiseeva: Yes, the covered porch addition will extend a little further out and to the west of this slab.

Kevin Kincaid: I saw a significant number of names on the petition in support of this variance included in the variance application submittal. I assume nothing has been submitted opposing the variance, as we have nothing in our packets in opposition to this.

Jennifer Thompson: No. We have not received anything in opposition to this.

Kevin Kincaid: I went by and looked at this property, and it looks like the proposed porch and handicap ramp would fit fine in the location the applicants are asking to build them.

Brian Law: Going backwards a little bit, I would like to ask the applicants or their agent to state on the record that they have no intention of doing anything aside from what has been submitted and requested in the variance application and accompanying documents, and that there will be no future enclosures or anything of that nature.

Kevin Kincaid: Okay. Could you state on the record that you have no intention of creating anything different from what is shown on the submitted plans for the variance request?

Yuliia Moiseeva: I would like to ask my clients this, if I may. After checking with them, they have no other plans for this addition aside from what is shown in the application.

Victor Sarris: And just so we don't get ourselves into any trouble, this hardship that is defined in item number one of the considerations for the granting of a variance, as stated on page four of the application, meets the City's criteria for hardships, right?

Brian Law: Only the Board can answer that question.

Kevin Kincaid: I actually had a problem with the hardship, and the way it was written in the application, because the hardship can't be the rule. It's like, if I get a speeding ticket, the hardship can't be the speed limit. Elsewhere in the application, however, it states the proposed addition is for wheelchair access for occupants who are 85 and 95 years old, so I was able to pull that over to the hardship, and for myself, it met my criteria for a hardship. However, one of the first things I noticed in this variance application was the way the hardship stated the setback rules won't allow the porch and handicap-accessible ramp addition that the applicants want to build, but the hardship cannot be the rule.

Yuliia Moiseeva: The hardship is wheelchair access as stated by the Americans with Disabilities Act (ADA), that every person in a wheelchair must have an access.

Jeremiah Blocker: The ADA would not apply here, because the property is not a public facility, and it doesn't meet the threshold for ADA accessibility. I think the premise, and you have already gotten there, is that you have elderly people needing wheelchair access. The ADA would not apply in these circumstances, but we still want to make sure, when the Board puts the reasoning behind its decision on the record, that the hardship is legally sufficient. It has already been stated that it is for wheelchair access for elderly persons.

Kevin Kincaid: The Board has been careful about this in the past, because if we approve this variance, we are approving something that goes on in perpetuity, whereas the people requesting the variance may not. We have declined, in the past, to use medical conditions strictly as a hardship, because medical conditions don't last, but once a variance is approved, the building goes on and the variance lasts for however long the building exists.

Jeremiah Blocker: The Board can deviate, and rely on the humanitarian impacts, but the applicants are not running a business here, so do not rely on the ADA for your decision.

Victor Sarris: So, are we saying that this isn't specific to a medical condition?

Kevin Kincaid: I think the medical condition contributes to it, along with the ability of the occupants to fully utilize their property.

Victor Sarris: Is the medical condition the hardship then?

Kevin Kincaid: Probably, yes, the age and medical conditions of the elderly persons.

Conner Dowling: I would also see the property site and the constraints of this corner lot as a hardship. There are obviously good reasons for the corner street side setbacks, but if this wasn't a corner lot, the side setbacks would be 7.5 feet each, based on the City's current Land Development Regulations (LDRs), and the applicants would not need a variance for a reduction of the required 12-foot street side yard setback to 8 feet.

Kevin Kincaid: Correct, they would only need a variance for the front yard setback.

Conner Dowling: There is a great example on the overhead right now of the aerial view of this property and adjacent properties on this block of E Street, where you can see that the fronts of the houses are all consistent and the roofs are all in a line. This develops a street corridor and these types of neighborhood character things. This is not to say that you can't have front porches extending beyond that, but I think keeping the depth of the proposed front porch to a maximum of 8 feet is a good number, as this still allows a comfortable size porch on which you could have a table and chairs. One other thing I saw, from just a streetscape perspective, so that this addition doesn't come across as so glaring and something that needs a variance, is that potentially, completing the gable of the roofline of the new addition could be done as opposed to continuing up to the top of the existing house gable. This would reduce the scale a little bit, and I think this would make the streetscape potentially better. Also, a couple of other things could be done to the design. We are not here to critique the design, but when you are pushing into a setback,

Kevin Kincaid: Good point. Is there any public comment? Hearing none, we have a motion and a second. Conner, do you want to create an amendment to the motion?

Conner Dowling: Yes, I'll amend the motion to change the roofline, because the issue, to me, is the streetscape and encroachment into the front setback, and seeing that roofline stick out. Reducing the porch depth to 8 feet, which I feel is still acceptable for a porch, and changing the roofline would minimize the impact and visibility of this addition.

Brian Law: There was a motion made and a second to this motion, so that motion needs to run its course, or the motion needs to be withdrawn, and another motion made and seconded, if the original motion on the floor is to be amended.

Jeremiah Blocker: The original maker of the motion would have to agree to amend the motion that was made. This is commonly known as a friendly amendment, and then there would have to be a second to this friendly amendment.

Rhys Slaughter: Perhaps I was the wrong one to make this motion, because honestly, if the applicants were asking for this wheelchair ramp because they have relatives who visit twice a year, I would say yes to it. They should be allowed to have whoever they want, including anyone who is wheelchair-bound, to be able to come into their home, and if this is what they feel is necessary, I just feel like we are not giving up setback areas all the way to the street for a ramp or anything like that. For me personally, it makes sense to move forward on this as requested by the applicants in their variance application. I am not completely disagreeing what you are saying with the proposed amendment to the motion, but I also think it is the applicants' house, and they are the ones who have to look at it every day, and maybe the suggestion itself is enough to motivate them to at least look into what has been suggested in the proposed amendment to the motion. They are the ones who have to deal with wheelchair-bound people in their house every day, and I think they may need a little more space and flexibility to make what they want to do work.

Brian Law: Okay, so we have the original motion that was made and seconded, and the maker of this motion does not seem willing to amend his motion. However, this motion can still run its course, and if the Board's vote is not favorable and the motion does not pass, another motion can be made and seconded and the Board can vote on that. But the original motion must run its course now, and the Board needs to vote on it.

Kevin Kincaid: Okay, we have a motion and a second. The motion is to approve the variance in accordance with the application documents and plans as submitted. Is there any more discussion on this motion? Hearing none, may we have a vote, please?

Motion: to approve Land Use Variance File No. VAR 2023-11, for a front yard setback reduction from 20 feet to 12 feet and a street side yard setback reduction from 12 feet to 8 feet, for proposed new construction of a 300-square-foot covered front porch and street side handicap-accessible ramp addition to an existing single-family residence in a medium-low density residential land use district on Lot 1, Block 57, Coquina Gables Subdivision, at 400 E Street, St. Augustine Beach, Florida, 32080, in accordance with the

I feel it is the Board's job to think about things like this and how they will affect the street and the neighbors. To me, these are overall small things that could be done while still achieving the square footage needed for the front porch and handicap ramp addition.

Kevin Kincaid: I know we approved another similar variance maybe last year, on F Street?

Brian Law: You actually just approved one even more recently.

Jennifer Thomsson: Yes, this was for 607 11th Street, where a variance was granted to reduce the rear setback from 20 feet to 16 feet, 5 inches for an addition.

Kevin Kincaid: All right, any other questions or comments? Hearing none, do we have a motion?

Rhys Slaughter: I'll motion to approve Land Use Variance File No. VAR 2023-11, as it has been submitted.

Larry Einheuser: I'll second that.

Kevin Kincaid: We have a motion and a second. Any discussion on the motion?

Conner Dowling: I personally would like to see that front addition as an 8-foot-wide porch and the gable roofline changed, for the reasons I stated previously. Otherwise, I would be in favor of approving this.

Kevin Kincaid: My only thought about this is that people will be trying to turn a wheelchair around in this space, and if the applicants are actually going to accomplish what they want and allow people in wheelchairs to use the porch and get around tables and whatever, reducing the width of the porch might make this pretty tight. It would be different if there were complaints from the neighborhood, but the applicants have really made the effort to get the petition in support of this from pretty much everyone around them, and we've heard no opposition to this. I understand what you are saying, but I do not think asking for a front setback reduction to 12 feet for the porch is unreasonable in this case.

Larry Einheuser: I agree.

Yuliia Moiseeva: The proposed additions are designed the way they are because there are electrical wires on the left side, and an electrical pole on the wall. The existing roof is elevated and further extended so as not to interrupt or interfere with any electrical issues.

Conner Dowling: The electrical meter is on the exterior wall in that location?

Yuliia Moiseeva: Yes.

Jeremiah Blocker: Mr. Chair, before the Board votes, I want to make sure we open the floor for public comment.

documents and plans submitted in the variance application. **Moved by Rhys Slaughter, seconded by Larry Einheuser, passed 5-1 by the Board by voice-vote, with Conner Dowling dissenting.**

B. Land Use Variance File No. VAR 2023-12, for rear and north side yard setback reductions from 10 feet to 5 feet for proposed new construction of a 645-square-foot pool, deck, and screen enclosure addition to an existing single-family residence in the Seagrove Planned Unit Development (PUD) on Lot 7, Seagrove St. Augustine Beach Unit 1, at 508 Weeping Willow Lane, St. Augustine Beach, Florida, 32080, Carmen Pollitz, Agua Construction, Agent for Gary T. and Cynthia A. Oslin, Applicants

Jennifer Thompson: The next item on the agenda is a variance application for 508 Weeping Willow Lane, in the Seagrove PUD. This request is for setback reductions from the 10-foot rear and north side setback requirements for pools, screen enclosures and decks, per Seagrove's PUD ordinance, to 5 feet. In the past, the Board has seen several similar variances in Seagrove, as the setback restrictions per the PUD ordinance are more restrictive than the City's setbacks per the LDRs for pools, screen enclosures, and decks.

Kevin Kincaid: So, the only reason we are here is because the PUD ordinance has more restrictive setbacks than the City's LDRs require. If this property were anywhere else but Seagrove, a variance would not be required for the pool, screen enclosure, and deck.

Jennifer Thompson: Correct. The Seagrove Architectural Review Board did sign off and approve the proposed plans submitted by Agua Construction, agent for the applicants.

Kevin Kincaid: Has there been any opposition to this?

Jennifer Thompson: No. Correspondence in support of the variance from the property owners of 852 Tides End Drive and 611 Poinsettia Street has been submitted.

Kevin Kincaid: So there has been no opposition at all, and this is similar to other variances the Board has approved recently for properties in Seagrove.

Jennifer Thompson: Correct.

Kevin Kincaid: Okay, may we hear from the applicant, please?

Carmen Pollitz, Agua Construction, 2550 North State Street, Bunnell, Florida, 32110, Agent for Applicants: I am Carmen Pollitz, and I represent Agua Construction and the applicants, who are the owners of the property at 508 Weeping Willow Drive. Basically, this variance request is no different from others that have been applied for and granted in Seagrove. The lot is atypical in shape, and the footprint of the house is skewed on the property, so there is not really much of a backyard at all. The pool will still be small, even with the requested setback reductions to 5 feet for the rear and north side setbacks. There is no lot or structure behind this property, as it backs up to A1A South.

Kevin Kincaid: Are there any questions for the applicant's agent, or any public comments?

Kathleen Elizabeth, 931 A1A Beach Boulevard Unit 201, St. Augustine Beach, Florida, 32080: Will any significant trees be cut down to build what the applicants propose?

Carmen Pollitz: No, there are no trees being cut down. A couple of tree limbs may need to be trimmed or taken off, but that is all.

Kevin Kincaid: Any trees with diameters-at-breast-height (DBH) of 30 inches or greater would require approval from this Board before they could be removed, correct?

Brian Law: Yes, any tree with a DBH of 30 inches or greater that is requested to be removed requires application to the Planning and Zoning Board, and the Board's approval of the tree removal request, per the tree regulations in Article V of the LDRs.

Kevin Kincaid: Any other comments, or questions? Hearing none, do we have a motion?

Motion: to approve Land Use Variance File No. VAR 2023-12, for rear and north side yard setback reductions from 10 feet to 5 feet for proposed new construction of a 645-square-foot pool, deck, and screen enclosure addition to an existing single-family residence in the Seagrove Planned Unit Development (PUD) on Lot 7, Seagrove St. Augustine Beach Unit 1, at 508 Weeping Willow Lane, St. Augustine Beach, Florida, 32080, in accordance with the documents and plans submitted in the variance application. **Moved** by Kevin Kincaid, **seconded** by Victor Sarris, **passed 6-0** by the Board by unanimous voice-vote.

VII. OLD BUSINESS

There was no old business.

VIII. BOARD COMMENT

There was no further Board comment.

IX. ADJOURNMENT

The meeting was adjourned at 6:24 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).

COMMISSION REPORT

September 2023

TO: MAYOR/COMMISSIONERS

FROM: DANIEL P. CARSWELL, CHIEF OF POLICE

DEPARTMENT STATISTICS August 24th, 2023 - September 21st, 2023

CALLS FOR SERVICE – 1161

OFFENSE REPORTS - 50

CITATIONS ISSUED – 46

LOCAL ORDINANCE CITATIONS - 11

DUI – 1

TRAFFIC WARNINGS- 121

TRESSPASS WARNINGS- 16

ANIMAL COMPLAINTS - 19

ARRESTS - 11

- **ANIMAL CONTROL:**

- St. Johns County Animal Control handled 19 complaints in St. Augustine Beach area.

MONTHLY ACTIVITIES –

August 29th – Blood Drive

September 12th – Blood Drive

M E M O R A N D U M

TO: MAX ROYLE, CITY MANAGER
FROM: PATTY DOUYLLIEZ, FINANCE DIRECTOR
SUBJECT: MONTHLY REPORT
DATE: 9/19/2023

Finance

FY24 Budget is completed and ready for the September 25th meeting at 5:01pm for the final reading. FY23 year end close and audit is beginning. Open purchase orders are being evaluated for closure or carryover into the FY24 budget year. Our auditors will begin the preliminary audit the week of October 9th, so the finance department is busy gathering the requested information ahead of this date.

Communications and Events

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

The city will be hosting the NEFLC Dinner here on October 19th. More information regarding the dinner will be forwarded by Dariana in the upcoming weeks.

Full Moon Luau!

Join the City of St. Augustine Beach and the St. Johns Cultural Council for an evening in paradise.

Come with the spirit of "aloha" and travel with Prince Pele and his Polynesians on an imaginary trip throughout the South Pacific as they perform in a variety of colorful costumes, many traditional songs and dances.

Join in the fun as they teach the audience "how to hula" from the island of Hawaii, "swing the poi balls" from New Zealand and "gather the tropical fruits" from Tahiti.

After over 50 years of performing, Prince Pele's Polynesian revue is retiring so this will be one of their last performances and the city is excited to host this special evening.

Walk through the Market on the promenade, enjoy some tasty treats, while you peruse the local artist booths offering one-of-a-kind goods.

Bring your chairs and umbrellas and be ready to enjoy an evening in paradise!

Saturday, October 28, from 6:00 P.M.-9:00 P.M.
Pier Park Pavilion
350 A1A Beach Blvd.

Prince Pele's Polynesian Review performance sponsored by the St. Johns Cultural Council and the Florida Division of Cultural Affairs. www.stjohnsculture.com

FREE
EVENT

FREE
EVENT

FULL
MOON
LUAU

October 28th

6pm-9pm

featuring

Prince Pele's
Polynesian Revue

VENDORS - TASTY TREATS
LEARN TO HULA!

St. Augustine Beach

Pier Pavilion

350 A1A Beach Blvd.



ST. JOHNS
CULTURAL COUNCIL

ST. AUGUSTINE | PONTE VEDRA | FLORIDA'S HISTORIC COAST

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Grant Project	Grant Type	Grant Amount	Grant Expiration Date	Project Stage	Status
Mizell Pond Weir and Stormwater Pump Station	FEMA/ FDEM: 4283-088-R	\$2,202,108	12/31/2024	Final Completion	CONSULTANT final invoice sent to CoSAB on 8/31 & processed on 9/7. Received final approval document from FDEP signed and returned 8/31. Await reimbursement Ribbon cutting event on 10/04/2023
Ocean Hammock Park Phase 2	FRDAPA1034	\$106,500	06/30/2023	Final Completion	
Ocean Hammock Park Phase 3	CPI	\$60,000	9/30/2023	Canceled	JSPARKS spoke to Melanie Orozco from FCT-FDEP regarding Phase 3 management plan changes from active to passive recreation. She is reviewing stewardship report. Progress meeting 9/13: MDG to revise plans with additional gravity outfall in existing easement adjacent to Territo's. Also specify PolyLok, Duracast OR EQUAL for trench drains, send draft bid doc for CSAB review; Kempler easement received and Torrito easement in progress; SUE quotes received 08/24/23, issue PO in FY24; phased approach to project approved by FDEP.
Ocean Walk Drainage Impvmts	Leg. Appr.: LPA0222	\$694,000	3/31/2025	Design/Permitting	WMD funding is available after October 1. Sent email to Sara Driggers about phasing on 8/02. See previous project status.
Ocean Walk Drainage Impvmts	SJRWMD (25% Cost Share)	\$354,087	TBD	Design/ Permitting	Per Alyssa Lamb on 8/07, amendment low priority but is with FDEP leadership for review/approval. Amendment is for requesting an additional time extension to Fall 2025 due to conflict with beach renourishment/Sea Turtle Nesting Season.
Sea Oats	FDEP (Matching Funds): 19SJ3	\$25,000	9/30/2024	Pre-Construction	COSAB & MDG sent required responses to EHP RFI from Teresa Sanders. Revised Phase 1 RFR #1 submitted to FDEP 08/11, status
C.R. A1A/Pope Road Storm	FEMA/ FDEM: 4468-017-R	\$52,500	6/30/2023; 10/18/2024	Design/Permitting	

Surge Protection						<p>email sent 09/14; Received Ph II funding budget worksheet, \$557,702, await FDEM funding approval and RFR #1 reimbursement. Ph 2 grant funding agreement POP ends Oct 18, 2024. Min. 4 months to review.</p>
Dune Walkovers	SJC Port and Waterway (Matching Funds)	\$190,025	N/A	Year 1 Construction Complete		<p>10th and 6th Street priorities, C & E after that; SJC Port & Waterway will match up to \$190,025; City only has \$100,000 budgeted. May need additional budget resolution to bring \$90k over once needed? Application for funds sent on 7/13 to SJC P&W; Execute new P&G piggyback contract with County; Oct 1 rollout. Ashton Lewis, FDEP is new grant coordinator. CSAB requested ECT provide approximate cost to modify FDOT Pond 500 as well as focus on Mickler Ditch outfall analysis. (Estuary is restricted by SJRWMD; Matanzas river outfall is not an option due to real estate acquisition. ECT provided 6 scenarios, 4 are unrealistic. FDOT pond is next feasible route but outflow loses 2.5 ft of head and pond mods are required.) Mickler Ditch is an option. JDS provide update during Oct 2 CC meeting.</p>
Magnolia Dunes/ Atlantic Oaks Circle	Leg. Appr. : LPA0387	\$1,200,000	12/31/2026	Pre-Design Study		
Drainage Impvmts						
7th 8th and 9th Street Drainage	Leg. Appr. : LPA0386	\$90,000	12/31/2024	Design/ Permitting		<p>30% drawings received on 09/01. Final deliverables due 113023. Check schedule.</p>
Vulnerability Assessment Update	FDEP: 23PLN30	\$50,000	06/30/2026	Draft Work Plan		<p>Executed final grant agreement for \$50k received 09/07/23, exp 063026. Issue PO after Oct 1; Applied for \$151,549 expansion of funding on 7/19/2023.</p>

Non-Grant Project	Contract Expiration Date	Project Stage	Completion	Status
Stormwater Master Drainage Plan	01/20/23	Draft Final Deliverables rejected	Contract expired	City agreed to pay last two (?) consultant invoices and end project. Consultant provided COSAB the ICPR4 & GIS GDB files on 09/15. CONSULTANT response to City email on 8/21; City notified CONSULTANT their contract expired (04/25/22-01/20/23) and no additional invoices will be approved.
2 nd St Widening and Extension	8/2023	Construction	9/2023	Tustin driveway agreement made and poured 9/14. SJCUD preliminary walkthrough (W/WW) completed 9/19; Paving scheduled for 9/21. City received road-base CO request (need revised schedule & Surface Mgmt quote on letterhead) from DB Civil, approved by CMT for black base and additional time. JK Underground UGElectric infrastructure install scheduled 09/25. Followed up with JBPro on survey data collection 09/14, in process.
A Street to 1st Street West Parking Lot	TBD	Pre-Bid	TBD	CSAB to Prep bid advertisement. Pavement Impervious area square footage estimate and options sent 8/22; 100% S/S design plans received. SJRWMD/SJC ROW permits issued. Construction anticipated Winter 2023.

Proposed Appropriations Projects	Funding	Estimated Amount	Scope
Stormwater Treatment Facility Capacity Improvements	24-25	\$2,000,000	Evaluate increasing weir and pond berm height to provide additional storm surge protection at the Mizell Weir. Evaluate downstream and upstream impacts. Benefits majority of the City's drainage service area, as well as County and FDOT facilities. Note that had Hurricane Ian's storm surge been a few inches higher, the weir would have overtopped, resulting in inundation of the city's drainage system. Combined with intense rainfall, this could be severely damaging to properties. (estimated benefit 5,000 people)
Dune Restoration / Sea Oats Planting	24-25	\$400,000	Once the beach renourishment is complete and following sea turtle nesting season, there needs to be a replanting program to establish vegetation and encourage accretion of dunes. The dune system is vital to the City's resiliency along its entire length. (estimated benefit 7,000 people)
Mickler Blvd Ditch Mitigation 16 th Street to 11 th Street; A Street to 11 th Street.	24-25	\$4,100,000	Regrade ditch at 11 th Street, south of 16 th Street. Armor ditch throughout project limits with semi-permeable product to mitigate erosion/stabilize ditch bank and increase ease of maintenance. Culvert improvements beneath 16th Street, 11th Street and at 3 independent driveway locations north of A Street will reduce system head loss and promote positive drainage.

Oceanside Circle Roadway and Drainage Improvements 24-25 \$1,500,000

Oceanside Circle is an approximately 915 linear feet dead end roadway connected to, and north of, Versaggi Drive in St. Augustine Beach, Florida. Prior to 2011, the roadway consisted of a shell/dirt driving surface. In late 2011, the City paved the then existing dirt roadway with a double chip seal, rather than construct a traditional roadway (i.e. stabilized subbase, limerock base and asphaltic concrete surface). At the time, the chip seal method cost approximately 30% of traditional roadway construction. Unfortunately, the average life span of a chip seal is 7 years, versus up to 25 years for a newly constructed traditional asphaltic concrete roadway. The chip seal surface on Oceanside Circle is now well past its service life, is deteriorating, and is in need of replacement.

In addition to the failing roadway surface, Oceanside Circle has no drainage system. Runoff drains to the low areas and causes localized flooding prior to eventually percolating into the ground. The flooding is worsening due to increasing impervious surface areas associated with new residential development on the roadway. Roadway flooding significantly reduces the life of a roadway, leading to base failure and potholes. Construction of a drainage system is essential prior to reconstruction of the roadway. Construct roadway and drainage improvements.

Proposed Projects	Project Stage	Status
Citywide Pavement Management	FY24	\$25,000; City will solicit quotes from three vendors.
Enterprise Asset Management/Smart N FL	FY24-26	Revised agreement received 09/01. Mtg TBD during October to discuss Vision Plan. Clayton from SNFL proposed agreement with \$10k City contribution.
4 th St Opening	FY24-27	08/11/23 mtg: \$5k FY24 for Eng Cons OPCC. \$75k FY25 des/perm. \$900k FY26 Construction
11 th St/A1A ADA Ramp mod	Design/Permitting	Met with FDOT. Requested quote from contractors to demo and reconstruct ramp with a longer/wider turning radius and to modify handrail.
Citywide Parking Impvrmts	FY25-26	Pushed to FY25-26
11st Street Drainage & Roadway	FY24	Clean/TV/Line pipe, reconstruct South lane. Assemble/advertise Cured In Place Pipe Continuing Services RFP.
Stormwater Utility Rate Structure Determination	Draft RFQ	Single respondent. Contract negotiation kick-off mtg 09/21.

Site Plan reviews/Bldg Dept projects	Status
Publix	Resubmittal under review due Sept 1
A1A and F St	Initial review complete.
Silt Fence Inspections -- 372 Ridgeway Dr Old Beach Rd	DSands: failed inspection, failed re-inspection. Retaining wall required due to fill placement – Glenn & Brian

Misc Projects	Status
Sea Oaks ponds	09/18: Lake Doctors sprayed West pond. 08/24: received consultant proposal to provide pond inspections and maintenance recommendations. Survey proposal underway
OTR/Sabor Del Sal	Issued meeting minutes from 08/17 mtg
Oceanside Circle	Mr. O'Connell email 08/13 ref Sea Colony drainage; Legislative Appropriations
Mizell Canal/Marsh Creek	HOA emails/Fiddler's Pt Dr assessment underway by Marsh creek consultant.
Professional Svcs RFQ	09/18: Draft soon finished
Contractor Continuing Svcs RFP	Not started
Cured In Place Pipe Continuing Svcs RFP	Not started
NPDES StH2O Insp memo	Proposed fees for site plan review for commercial, stormwater erosion and sed ctrl, lot grading/lot grading final, waste control and IDDE inspections. Ref City's NPDES permit requirements.
NPDES Annual Report review comments	City response provided to FDEP 09/06.
Stormwater Code Revision	Not Started

PENDING ACTIVITIES AND PROJECTS

1. **LAND DEVELOPMENT REGULATIONS CHANGES.** The City's Planning and Zoning Division has proposed two changes to the regulations: a. Ordinance 23-09, to amend Section 6.01.04 to allow architectural features to exceed 35 feet for commercial buildings only, and Section 6.01.05, to include drainage requirements for new developments. The Planning Board held a public hearing on Ordinance 23-09 at its September 19, 2023, meeting, and passed the ordinance on first reading. The City Commission will hold a public hearing on the Ordinance at its October 2nd meeting. b. Also, at that meeting, the Board reviewed changes to the regulations for special events for business promotional/sales permits and approved it, which means that an ordinance will be prepared for the Board's October 17th meeting.

2. **VISION PLAN.** After discussion and making changes to it, the Commission adopted the Plan at its March 6, 2023, meeting. The Commission discussed at its June 5th meeting whether to schedule a workshop concerning the Plan later in June but decided to have the workshop in October with members of the Planning Board and the Sustainability and Environmental Planning Advisory Committee as well as Mr. Clayton Levins, an expert on Smart City planning. The City Manager will ask the Commission at its October 2nd meeting to set a date in October for a workshop.

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

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

4. JOINT MEETINGS:

a. With the County Commission: No date has been proposed yet in 2023 for a meeting.

b. With the Comprehensive Planning and Zoning Board and the Sustainability and Environmental Planning Advisory Committee (SEPAAC): No date has been proposed yet in 2023 for a meeting.

5. **UPDATING PERSONNEL MANUAL.** The entire Manual will be reviewed by an attorney familiar with Florida public sector personnel regulations and laws. No deadline yet for completion of the review.

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

a. Florida Recreation Development Assistance Program, \$106,500, for restrooms at Ocean Hammock Park. The City's match was \$35,500. To lower the cost, prefabricated restrooms were selected. The cost of the restrooms was \$185,000. Money from the grant, recreation impact fees and the American Rescue Plan Act (ARPA) was used. Restrooms have been connected to water, sewer and electricity and the restrooms have been opened. The Commission will hold a ribbon-cutting for them on Wednesday, October 4th, 4 p.m. at the Park.

b. Coastal Partnership Initiative: The City received a Partnership grant for \$60,000. It was proposed that this amount along with \$110,000 from American Rescue Plan Act funds would be used to construct a

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

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

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 estimated cost for the project is \$1.4 million, the project will be done in stages, which the Florida Department of Environmental Protection has approved. Additional funding will be sought for the later stages. The City has received easements from two subdivision residents.

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

c. St. Augustine Beach and Tennis Complex and the Sabor de Sal subdivision. During periods of intense rainfall, two retention ponds can become full, which threatens adjacent residential properties. Because the ponds and adjacent road to one of them are privately owned and public money cannot be spent to improve private property, the City cannot develop a solution that will require the spending of public funds. The St. Johns River Water Management District determined that the areas were developed in the 1970s and early '80s, before permits were required. On June 22, 2023, the City Engineer and the City Manager held a meeting with concerned residents about the need for them to organize themselves to hire a civil engineering consultant to advise them about possible solutions. Since then, Water Management District staff has provided the City with an analysis of two private ponds. City staff met with concerned residents on August 17, 2023, to discuss possible solutions that they will have to

develop and pay for. Afterwards, the Commission at its September 11th meeting approved the City pumping excess water from the Sabor de Sal and Atlantic Beach and Tennis Club ponds, if needed, during the current hurricane season. The solution is for the property owners to organize themselves and develop a stormwater management plan. In the meantime, the City Attorney will prepare easement and hold harmless agreements with property owners. These, if approved by the owners, will allow the City to do emergency pumping during and after storms in 2023.

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

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

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

8. STORMWATER UTILITY FEE. The Commission decided at its October 4, 2021, meeting that the time to levy the fee wasn't right in light of the recent increase in the non-ad valorem fee for the collection of household waste and recyclables and the increase in property taxes due to the rise of property values in the City. The Commission discussed the fee at its October 3, 2022, meeting and approved having a public hearing on November 14th meeting. At that meeting, the Commission approved a resolution stating the City's intent to adopt the non-ad valorem assessment. At its March 6, 2023, meeting, the Commission adopted an ordinance that will allow the Commission to levy a stormwater utility fee in 2024. At that meeting, the Commission did not approve a budget resolution to appropriate \$13,000 for a civil engineering consultant to research the data needed for the City to propose a range of fees for the utility but as the fees cannot be recommended by the June or July deadline for submission of the range to the

Tax Collector. Money has been appropriated in the FY 24 budget to pay a consultant to develop a fee schedule for Fiscal Year 2025. In the meantime, the City staff prepared a Request for Qualifications from consulting firms. The deadline for responses was September 11th. Only Jones Edmonds provided a response. City staff will meet with representatives from the firm to negotiate the costs of their services and will present a proposal to the Commission to hire the firm to develop the methodology for the stormwater utility fee.

9. RENOVATING THE FORMER CITY HALL AND CIVIL RIGHTS MONUMENT. On March 23, 2022, the City Commission held a workshop, the purpose of which was to discuss with citizens the renovation of the second floor of the former city hall at pier park, future uses of the building and a civil rights monument. Ms. Christina Parrish Stone, Executive Director of the St. Johns Cultural Council, made a PowerPoint presentation that described the building's history and the \$500,000 historic grant that can be spent on renovating certain features of the building, such as the upstairs windows and exterior awnings, and a smaller \$25,000 grant that can be spent on interpretative signage for the building. Ms. Stone highlighted that the building's designation as historic by the federal government enhanced its eligibility for the \$500,000 grant. The outcome of the workshop is that the building is to be used as a cultural arts center with the second floor possibly having artists' studios and a small museum. Artwork outside the building, such as a new civil rights monument to replace the old one that commemorates the 1964 civil rights struggle to integrate the adjacent beach, would be created. City staff will work with Ms. Stone and the Cultural Council on such matters as the building's structural strength, building code requirements to renovate the second floor, accessibility to the second floor for the public, fund raising and seeking citizens to serve as volunteers on a citizen advisory committee. The money from the \$500,000 grant must be spent by June 2024.

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

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.

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

Ms. Christina Parish-Stone will provide a progress report at the City Commission's October 2nd meeting.

10. BEACH RESTORATION. According to the County's Coastal Manager, 2.5 million cubic yards of sand will be put on the beach from the middle of Anastasia State Park to south of A Street. The project will be done between November 2023 and the end of June 2024. The federal government will pay the entire \$40 million cost. At the City Commission's August 7, 2023, meeting, Mr. Jason Harrah of the Corps of Engineers provided an update report.

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

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

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

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

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

c. Transportation Development Plan: The development of the plan involves several agencies, such as the County, St. Augustine, our City, the North Florida Transportation Organization and the Sunshine Bus

System. On February 25, 2021, the City Manager attended by telephone a stakeholders' meeting for an update on the development of the plan's vision, mission goals and objectives. Most of the presentation was data, such as population density, percentage of residents without vehicles, senior citizens and low income and minority residents in the County and the areas served by the Sunshine Bus. The next stakeholders' meeting has yet to be announced. The agenda will include transit strategies and alternatives and a 10-year implementation plan.

d. Recycling Glass Containers. St. Augustine has a pilot program to test public use of a dumpster designated for glass containers. St. Augustine Beach will take what St. Augustine has learned and will put a glass recycling dumpster at a location on public property.

13. BEACH ACCESS WALKOVERS. The Assistant Public Works Director and City Manager asked the St. Augustine Port, Waterway and Beach Commission at its July 18th meeting to appropriate money in its Fiscal Year 2024 budget for walkovers. The Port Commission at its July 18, 2023, meeting appropriated \$190,000 for walkovers. The City will match this amount to construct walkovers at 10th, 6th, C and E Streets. Depending on how quickly the beach renourishment project is done, these projects may be constructed before the start of sea turtle nesting season on May 1, 2024.

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

16. UNDERGROUNDING OF UTILITIES. At its May 2, 2022, meeting, the City Commission reviewed a request from the City Manager for referenda topics for the 2022 primary or general election. One possible referendum topic discussed was the undergrounding of utility lines. The Commission reviewed information concerning this topic at its June 6th meeting and decided to hold a workshop in August with representatives from Florida Power and Light. At its July 11th meeting, the Commission held a workshop for Tuesday, August 2nd with representatives from FP&L. The outcome was for City staff to prepare a Request for Qualifications for companies experienced with assisting cities with planning for undergrounding projects. The Commission reviewed the proposed RFQ at its September 12th meeting and decided not to advertise it but see whether the voters approve the additional one-cent sales tax at the November general election. As the tax wasn't approved, the Commission discussed undergrounding at its January 9, 2023, meeting and agreed with the City Manager's suggestion to request next summer that money be put in the Fiscal Year 2024 budget for consultant to prepare an estimate of the costs to do the undergrounding and what funding sources are available to pay the costs. However, because of a tight budget for Fiscal Year 2024, money was not put in the budget for a company to prepare the estimate.

17. UPDATING STORM DRAINAGE MASTER PLAN. Though the contract with CMT, the civil engineering consultant the City hired to do the update, has expired, the consultant has agreed to provide technical information that the City can use to have the plan completed.

18. TRAFFIC SIGNAL ON STATE ROAD A1A AT MADRID STREET AND THE ENTRANCE TO MARSH CREEK SUBDIVISION. This has been requested by City residents. The signal would benefit the residents of two private, gated subdivisions, Whispering Oaks and Marsh Creek, and one ungated subdivision, Sevilla Gardens, with public streets. In response to emails from the City Manager, the Florida Department of Transportation responded that there aren't enough residents in Sevilla Gardens to justify the signal and

the two gated subdivisions would be responsible for having a traffic study done, and, if the study showed the signal was justified, paying for the signal. The City Manager forwarded this information to a Whispering Oaks resident, who said he would contact Marsh Creek. At the Commission's December 5, 2022, meeting, Commissioner George said she would contact the Marsh Creek Homeowners Association about the traffic signal proposal. She reported at the Commission's April 3, 2023, meeting that the cost of the signal system, according to the Florida Department of Transportation, would be \$1 million. At the Commission's August 7th meeting, she reported that she met with the board members of the Marsh Creek Homeowners Association and that some of the members were not in favor of the signal. She said she would follow up with the board again to see if they wanted more information or if they would take a formal position concerning the signal.

19. NEW STREETLIGHTS ON 11TH STREET

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

20. NEW STREETS. There are two projects: 2nd Street west of 2nd Avenue and 4th Street between A1A Beach Boulevard and 2nd Avenue. The 2nd Street project also included rebuilding the existing street between the Boulevard and 2nd Avenue. Both sections of 2nd Street have been substantially completed.

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

21. CLEANING OF STATUES IN LAKESIDE PARK. Some of the statues are showing wear 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.