

RESOLUTION NO. 2017- 421

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE AN AMENDMENT TO THE ST. AUGUSTINE BEACH PIER PARK FARMERS MARKET AGREEMENT TO EXTEND THE TERM UNTIL MARCH 31, 2018.

WHEREAS, the County initially entered into an agreement with the St. Augustine Beach Civic Association (SABCA) on August 1, 2007, authorizing the SABCA to use a portion of Pier Park to operate a farmers market through and until July 31, 2017; and

WHEREAS, on February 8, 2017, the County and the SABCA mutually agreed to amend the agreement to extend the term of the agreement through and until January 31, 2018; and

WHEREAS, here, the County and the SABCA seek to amend the agreement to further extend the term from February 1, 2018 through and until March 31, 2018, subject to a weekly payment in the amount of \$500 by the SABCA for the duration of the extension.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of St. Johns County, Florida that:

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

Section 2. The Board of County Commissioners hereby authorizes the County Administrator, or designee, to execute a second amendment to the agreement described herein to further extend the term until March 31, 2018, subject to a weekly payment in the amount of \$500 by the SABCA for the duration of the extended term (February 1, 2018 through March 31, 2018).

Section 3. To the extent that there are any typographical or administrative errors contained in this Resolution that do not change the tone or tenor herein, then such errors may be corrected with no further action by the Board.

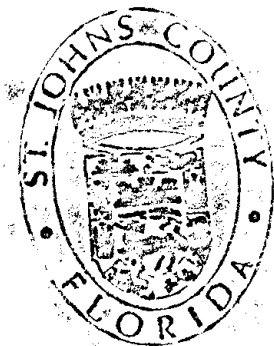
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 19th day of December, 2017.

**BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA**


Chair

ATTEST: HUNTER S. CONRAD, CLERK

By: 
Deputy Clerk



RENDITION DATE 12/21/17

**ST. AUGUSTINE BEACH PIER PARK FARMERS' MARKET AGREEMENT
SECOND AMENDMENT TO EXTEND DURATION**

THIS SECOND AMENDMENT (Amendment) to the St. Augustine Beach Pier Park Farmers' Market Agreement ("Agreement") is made and entered into by and between St. Johns County ("County"), a political subdivision of the State of Florida, and the St. Augustine Beach Civic Association ("SABCA"). In consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. **Duration.** Section 3 of the Agreement, entitled "Duration of this Agreement," is hereby amended a second time to extend the duration through and until **March 31, 2018**. The extended duration of the Agreement shall not be further extended, unless by express mutual consent of both the County and the SABCA. Such mutual consent shall be in writing and executed by duly authorized representatives of each party. While the duration of the Agreement is hereby extended, it is expressly noted that the County is under no obligation to further extend the Agreement beyond the time provided herein.
2. **Entire Agreement to Extend Duration.** Both the County and the SABCA acknowledge that this Amendment constitutes the complete agreement and understanding of the parties regarding extension of the duration of the Agreement, and supersedes and cancels all previous oral and/or written communications, proposals, agreements and commitments.
3. **Fee for Use of the Pier.** Section 12 of the Agreement, "Entitled Fee for Use of the Pier," is hereby amended to include the following provisions: "As payment for the County's authorization to use the Pier for a Farmers' Market, the SABCA shall pay a weekly fee in the amount of \$500 for the duration of the second extended term (February 1, 2018 through March 31, 2018). Such payment shall be made to the County on the Friday of each week."
4. **Effect of this Amendment.** With the exception of the changes, amendments, modifications, and revisions to the duration of the Agreement provided herein, all remaining provisions contained in the Agreement shall remain in full force and effect. The County and the SABCA hereby acknowledge that any further change, amendment, modification or revision of the Agreement shall be in writing, and shall be executed by duly authorized representatives of each party.

IN WITNESS WHEREOF, the County and SABCA have caused this Amendment to the Agreement to be duly executed as of the date set forth below.

**ST. AUGUSTINE BEACH
CIVIC ASSOCIATION**

By: _____

Title: _____

Date: _____

ST. JOHNS COUNTY, FLORIDA

By: _____

Title: County Administrator

Date: _____

Review for Legal Sufficiency by:

Regina D. Ross
Deputy County Attorney



City of St. Augustine Beach

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FAX (904) 471-4108

BLDG. & ZONING (904) 471-8758
FAX (904) 471-4470

December 7, 2017

Michael Wanchick
County Administrator
500 San Sebastian View
St. Augustine, Florida 32084

Re: Possible Transfer of Ownership of Pier Park

Dear Michael,

The St. Augustine Beach City Commission, at its December 5, 2017, meeting, discussed the possibility of the City acquiring ownership of the pier park property from St. Johns County. The Commission expressed strong interest in the possibility and directed me to inform you of their desire to explore the matter further.

The Commission discussed what parts of the property would/would not be transferred to the City. Included in what would be transferred would be the volleyball courts, the pavilion, and the parking area itself. What would not be transferred would be the pier and the bait shop/visitor information center, the Lifeguard Corps building, and the fire station when the County no longer needed them.

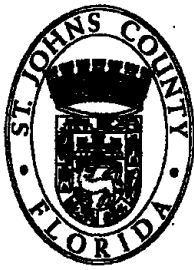
The Public Works Director and I have discussed the area where the Splash Park is located and the County has a playground. The County owns the land on which the Splash Park is located. The Public Works Director and I suggest the County transfer that land and where the playground is located to the City, with the restrooms remaining owned by the County, as they serve beach and pier visitors, as well as children and parent visiting Splash Park.

As there is strong City commission and public interest in the possible transfer of ownership, Mayor O'Brien would like to meet again as soon as possible with Chairman Dean and you. Please let me know of possible dates and times in December when the meeting would be possible. The City Commission will hold its next meeting on Monday, December 18th. The Mayor would like to report then on the progress of the possible transfer.

Sincerely,

Max Royle

Cc: Mr. Henry Dean, Chairman, St. Johns County Board of Commissioners



ST. JOHNS COUNTY
OFFICE OF THE COUNTY ADMINISTRATOR
500 San Sebastian View
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Max Royle, City Manager of City of St. Augustine Beach
FROM: Michael D. Wanchick, County Administrator
SUBJECT: St. Johns County Annual Expenses at Pier Park
DATE: May 9, 2017

In response to a request from the City of St. Augustine Beach Commission during the joint commission meeting on May 1, 2017, please see the attached revenue and expense report. The report includes the Ocean and Fishing Pier, Gift Shop and Visitor Center, and all associated facilities.

The transfer of all or a portion of these assets to the City of St. Augustine Beach from St. Johns County can be discussed.

St. Johns County is willing to retain the Ocean and Fishing Pier at the City of St. Augustine Beach's preference. If the Pier remains the property of St. Johns County, then the Gift Shop and all associated revenue would be retained by St. Johns County to assist in the annual maintenance of the Pier.

Regarding free access to the Pier, the Office of County Attorney reviewed resolutions 82-117 and 86-19 specifically clarifies that anyone who holds one of the lifetime passes would have free use of the pier. There is no mention of parking or use of any other facilities associated with the pier.

If you would like any further information in this regard, do not hesitate to contact me or Billy Zeits 209-0333.

PIER PARK EXPENSES VS REVENUE

STAFF

Maintenance	\$20,922.72	
Special events and programming	\$28,288.00	
TOTAL		\$49,210.72

RESTROOM FACILITIES

Janitorial (special events)	\$400.00	
Janitorial Supplies	\$16,557.84	
Annual Cost for Pier Gift Shop Restrooms	\$5,362.50	
Annual Cost for Splash Park Restrooms	\$7,312.50	
TOTAL		\$29,632.84

VOLLEYBALL COURTS

Nets	\$ 120.00 each	
Court Boundaries	\$ 44.00 each	
Sand	\$ 450.00 per load	
Post Sets	\$ 2,100.00 each	
Anchor Sets	\$ 72.00 per court	
TOTAL		\$16,700.00

UTILITIES

Volleyball court lights	\$1,470.00	
Parking lot lights	\$300.00	
Water / Showers	\$4,400.00	
TOTAL		\$6,170.00

PERIODIC/ANNUAL MAINTENANCE

Lighting	\$1,500.00	
Parking Lot	\$2,500.00	
Palm Tree trimming	\$2,950.00	
TOTAL		\$6,950.00

WASTE PICK UP

Trash Pick up (regular schedule)	\$1,800.00	
Trash Pick up (special events)	\$400.00	
Trash Pick up Holidays	\$540.00	
TOTAL		\$2,740.00

5 YEAR DEFERRED MAINTENANCE INVESTMENTS

Parking lot, volleyball courts, and pavilion		\$8,835.81
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PIER AND GIFT SHOP EXPENDITURES

Staff	\$139,649.53	
Utilities	\$9,971.65	
Service Charges	\$5,306.28	
Insurance	\$4,205.40	
Operating Supplies	\$4,337.09	
Purchases	\$85,638.68	
Maintenance	\$32,000.00	
Bi-Annual Pier Inspection	\$4,000.00	
TOTAL		\$281,108.63

TOTAL ESTIMATED ANNUAL EXPENSE

\$401,348.00

REVENUE

Admissions	\$121,564.24
Sale of Goods	\$179,784.96
Food and Beverage	\$4,866.19
Beach Gear and Fishing Rentals	\$23,995.04
Pavilion and Volleyball Court Rentals	\$17,000.00

TOTAL ESTIMATED ANNUAL REVENUE

\$347,210.43

ESTIMATED STAFF TIME (PIER PARK)*

Regina D. Ross' 2017 Estimated Hours working on Pier Park Issues:

Advising/Assisting in drafting responses to ADA complaints:	30 hours @ \$58 (per hour)
Drafting agreements/amendments:	5 hours @ \$58
Researching/Responding to misc. issues	10 hours @ \$58
Responding to emails:	2 hours @ \$58
Phone calls	2 hours @ \$58
Meetings	10 hours @ \$58
Total	59 hours \$ 3422

Betty Dixon 2017 Estimated Hours working on Pier Park Issues

Public Records Requests	10 hours @ \$38**
Total	\$380.00

Katie Dias' 2017 Estimated Hours working on Pier Park Issues

Investigating/Responding to ADA Complaints	9.75 hours @ \$42
Phone Calls	5 hours @ \$42
Total	14.75 hours \$ 619.50

Sydney Lindblad's 2017 Estimated Hours working on Pier Park Issues

Permitting, public records requests, complaints, meetings, correspondence, and presence at Music by the Sea event	70 hours @ \$22.48
Farmers Market Event	12 hours @ \$22.48
Total	82 \$ 1843.36
	165 hours \$ 6264.86

* Estimates for the County Administrator, County Attorney and the Parks & Rec Department Head are not included in this summary.

** This is a rough estimate, which is conservative because it does not include the time and cost of associated with the staff noted above.