

RESOLUTION NO. 2024-484

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, APPROVING THREE MAJOR IMPACT SPECIAL EVENT APPLICATIONS;**

**WHEREAS**, the St. Johns County Beach Code along with the Parks and Recreation Department has established a process by which Major Impact Special Events must present an application to be approved by the Board of County Commissioners; and

**WHEREAS**, the process involves submitting the applications for recommendation and approval to the Recreation Advisory Board; and

**WHEREAS**, the Recreation Advisory Board has recommended for approval three applications for Major Impact Special Events to take place on April 20, 2025 for sunrise Easter Services as part of their regular meeting that took place on September 11, 2024; and

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

1. The above recitals are incorporated by reference into the body of this Resolution, and such recitals are adopted as findings of fact.
2. The Board hereby authorizes the approval of applications for three Major Impact Special Event to take place on April 20, 2025.
3. To the extent that there are typographical or administrative errors that do not change the tone, tenor or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, State of Florida, this 5th day of November, 2024.

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

Rendition Date NOV 07 2024

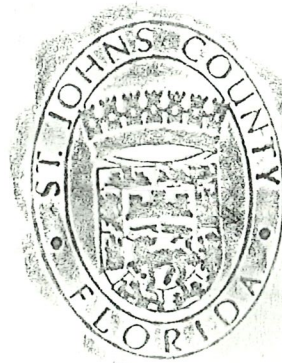
By: \_\_\_\_\_

ATTEST: Brandon J. Patty, Clerk of the

Sarah Arnold, Chair

Circuit Court & Comptroller

By: Robin L. Platt  
Deputy Clerk





Thank you for your interest in hosting an event on the beach in St. Johns County.

Please be advised that **this is not an approved permit**. Once your request has been approved, you will receive an approved permit for the submitted event application. Please ensure you pay the balance due before the date of your event and that you have the approved permit with you at the time of your event. **Please note, application fees are non-refundable.**

St. Johns County  
 Beach Services  
 901 Pope Rd  
 St. Augustine, FL 32080  
 904-209-0331  
 beaches@sjcfl.us  
<http://sjcfl.us/beaches>

**Registration/Payment Receipt 68311231**

04/24/2024 10:39 AM

**Account Information**

Crescent Beach Baptist Church  
 David Beauchamp  
 885 SR 206 East  
 St. Augustine, FL 32086 United States  
 904-794-7777

Item	Balance Due	Amount Paid
Crescent Beach Park Special Events General Event- Major Impact Apr 20, 2025 - Event Reservation Fee: \$50/Block	\$50.00	\$0.00
STATUS: PENDING APPROVAL		
	<b>Change in Balance</b>	\$50.00
	<b>Account Balance</b> (As of 04/24/2024 10:39 AM)	\$50.00

**Prompt(s)**

**PERMITS AND LICENSES** To the extent that the APPLICANT needs to secure, obtain/acquire, and maintain permits and/or licenses, in order to use the premises and facilities described herein and to conduct, manage or operate the event, vendors and activities described herein, then the APPLICANT shall be responsible for securing, obtaining/acquiring, and maintaining, at the APPLICANT's sole expense, any, and all, permits, licenses, and/or approvals required by Federal, State, and/or local law, rule, regulation, or ordinance. Specifically, the APPLICANT shall be required to secure, obtain/acquire, and maintain for the duration of the Event, any, and all, permits, licenses, and approvals that are required for, or associated with, APPLICANT's use of the premises and facilities described herein. Agreed

**EVENT PRINCIPALS (if applicable)** Please provide a listing names, addresses, and telephone numbers of all the principals involved in any way in the proposed special event. Include professional event organizers, event promoters, financial underwriters, commercial sponsors, charitable agencies for whose benefit the event is being produced, the organization or organizations in whose name the event is being advertised, and all others administratively, financially and organizationally involved as principals in the

production of the proposed special event. Crescent Beach Baptist Church 885 SR 206 E St Augustine, FL 32086 904-794-7777 904-806-6808 Dr. David E Beauchamp

**AMERICANS WITH DISABILITIES ACT (ADA) Applicants are hereby advised that, in accordance with applicable provisions of the America with Disabilities Act (ADA), all Special Events conducted on St. Johns County property and open to the public shall be accessible to people with disabilities. County staff shall ensure that each Special Event venue provides for an adequate number of accessible parking spaces in appropriate locations, accessible routes throughout the site, and other accessible features for food service, restroom facilities (including accessible portable toilets), assembly area seating, etc., where such elements or facilities are provided for the public. No ADA accessible element or facility shall be obstructed, removed, relocated, or otherwise altered without prior written approval by the County. Applicants must coordinate with County staff as necessary to ensure compliance with the provisions contained in this paragraph, failure to do so may result in revocation of this Special Event Permit. Agreed**

**Outdoor court, athletic fields, and facility rentals are non-refundable. If cancelation is due to extreme weather conditions, or cancelation by the Parks and Recreation Department your reservation will be rescheduled. Agreed**

**Please list the contact person for this event and their phone number Patricia Foust 904-794-7777**

**Please indicate the start and end time of your event. (Be sure to include set up and break down time.) Unlock Gate: 5:00am Event begins at 7am Event ends at 9am**

**Description of Event: Sunrise Service for community.**

**Applicant Agrees to the Following: a. To abide by all park rules, regulations, Park Ordinance (2005-114) and Fee Resolution (2006-318). Copies of State of Florida Statute (562.11.1A) regarding alcoholic beverages and the Noise Ordinances were provided as forms for your information. b. Remove all litter, trash, signs, temporary structures, etc. from the property at the conclusion of the event. c. Do not use private property or public rights-of-ways for parking. All parking will in designated areas for the requested location only. d. If preparing food on site, do so in a safe manner. If using a charcoal grill do not leave the coals and ashes on the property; remove them at the end of the event. e. The use of Bounce Houses is not permitted at county facilities Agreed**

**Please select "yes" if any of the options listed below relate to your event: this event is open to the public is a sporting event is a surf camp you are a wedding planner you are using a third-party vendor All applicants utilizing third party vendors for special event items, including but not limited to: chairs, tables, tents, photographers, wedding planners, shuttles, caterers, florists, and temporary structures, are required to provide proof of General Liability Insurance (COI). INSURANCE: (Required for all public events, special events using third party vendors, and athletic facility rentals) This application will not be approved until the County has received a valid Certificate of General Liability Insurance which specifically includes St Johns County, Board of County Commissioners, 500 San Sebastian View, St. Augustine, FL 32084 as additional insured by policy endorsement. Additionally, if required by Florida Statute, proof of Workers' Compensation Insurance will need to be included with this application. If your business is using any vehicle for or during the event, proof of Auto Insurance will need to be included with this application. A. The Applicant hereby states and affirms that insurance coverage required is in place at the time of this rental and will remain so for the term of this rental agreement and that the Applicant will not occupy the premises until it has obtained all insurance required under such laws. The Applicant agrees to submit documentation of all Insurance coverage to the County or its representatives upon request. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Compliance with the foregoing requirements shall not relieve the Applicant of its liability and obligations under this rental agreement. B. The Applicant shall maintain during the term of this rental agreement general liability insurance in the amount of one million dollars (\$1,000,000.00) combined single limit to protect the Applicant and the County from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this agreement, whether such operations are by the Applicant or by anyone directly employed by or contracting with the Applicant or Participant. C. If the Applicant shall maintain, during the life of this rental agreement, comprehensive automobile liability insurance in the amount of one hundred thousand dollars (\$100,000.00) per person, three hundred thousand dollars (\$300,000.00) per occurrence combined single limits to protect the Applicant from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage,**

which may arise from the ownership, use, or maintenance of owned, or non-owned automobiles, including rented automobiles whether such operations are by the Applicant or by anyone directly or indirectly employed by the Applicant. E. All insurance, other than Workers' Compensation, to be maintained by the Applicant shall specifically include St Johns County as an Additional Insured, by policy endorsement, and a Certificate of Insurance naming St. Johns County Board of County Commissioners, 500 San Sebastian View, St. Augustine, FL 32084, as Additional Insured must be provided to the County by the Applicant insurance carrier. The description should include the dates and the title of the event and name of specific facility being rented. F. The insurance requirement is deemed contractual, and the COUNTY shall not be deemed responsible to any third party for any failure of insurance coverage. No

Number of anticipated participants? More than 500

Event Type (Crescent Beach Baptist Church) Public Event

Give name, address and phone numbers of the agency or agencies, which will provide private security or first aid if not St. Johns County Sheriff's Office or St. Johns County Fire Rescue. (Crescent Beach Baptist Church) Traffic Control: SJCSO

Sound Amplification If there will be music, sound amplification, or any other noise impact, please describe, including the intended hours of the music, sound or noise. (Crescent Beach Baptist Church) 7am: Choir Sings 2 songs; 7:30-8:am : Speaker - Dr. David E. Beauchamp

Check off the items that apply to your event. A location map is required for all public events and sporting events. All event activities, staging, additional lighting and parking areas should be identified. You can create a site map using the iMap feature on the County's GIS webpage: <http://www.sjcfl.us/GIS/index.aspx>. Simply look up the address, frame your location in the browser window and hit print. It is the applicants' responsibility to know and follow all applicable codes and ordinances. Please note inflatables are not allowed at public or private events. Site maps can be emailed to [dfountain@sjcfl.us](mailto:dfountain@sjcfl.us) Music: Live and/or Recorded, Parking on the Beach

Please provide any further information that we should be aware of in considering approval of this application (i.e. use of tents, chairs, arches or structures) Two rows of choir risers; NOTE: Attendees bring their own seating such as beach chairs.

#### Facility Notes

##### Crescent Beach Park Special Events General Event- Major Impact

Facility rentals are non-refundable. If cancelation is due to extreme weather conditions, Parks and Recreation Department closures or circumstances beyond your control deemed unavoidable by our department, your reservation will be rescheduled.

##### Things to consider when planning for your event:

- **Vehicular Access:** where allowable is dependent on beach conditions
- **Parking:** Public parking is first come first serve, saving spaces is not permitted
- **Flower Petals:** Only real flower petals are permitted on the beach as plastic or false petals pose a threat to wildlife
- **Beach Conditions:** All events are subject to beach conditions. If conditions are deemed unsuitable or hazardous the event may be required to be relocated or rescheduled

##### Things to consider if planning an event during sea turtle nesting season (May 1st to October 31st):

- **Set Up:** Cannot take place prior to 8am or within 30 feet of marked sea turtle nests
- **Take Down:** All event items must be removed by 7:30pm
- **Vehicular Access:** Beach gates close to driving at 7:30pm
- **Lighting:** Artificial lighting is not permitted before 8am or after 7:30pm, should flashlights be used they should have a sea turtle filter

Please direct any questions to [dfountain@sjcfl.us](mailto:dfountain@sjcfl.us)

#### Waiver(s)

Beach Event Conditions Page

## **Beach Conditions and Rules**

### **Special Event Conditions- May 1st to October 31st (Sea Turtle Nesting Season):**

Event items cannot be set up prior to 8AM or after 7:30PM, due to sea turtle nesting activities.

Set up of event may not take place within 30 feet of marked sea turtle nests. Nests are demarcated by 4 stakes and yellow placard.

If sea turtle nesting incident occurs during event, please call 904-824-8304.

Artificial lighting is prohibited after 7:30pm. If flashlights will be used, a sea turtle friendly filter must be applied.

If take-down of event items requires vehicular access, please note, beach driving is not permitted after 7:30PM

Any violations, including violation to the St. Johns County Beach Code 2007-19, may lead to a citation and revocation of permit.

All beach events are subject to beach conditions; if conditions are deemed unsuitable or hazardous the event may be relocated or rescheduled.

Event items and guests are prohibited from entering sand dunes and conservation zones- 15 feet from base of dune.

Event cannot block dune walkovers or other public access.

Event structures cannot remain intact overnight and must be removed promptly after the ceremony.

Please be advised, parking is first come, first served at all off-beach public parking locations; saving spaces is not permitted.

Permittee shall leave beach in clean and orderly condition, satisfactory to other beach patrons and coastal wildlife.

All trash and recycling shall be placed in the appropriate bins (Grey = trash) (Blue = recycling).

If flower petals are to adorn the ceremony, they must be of real material; plastic or false petals can pose a hazard to native wildlife.

Event cannot block driving lane, dune walkover, or other public access.

Possession of this permit does not waive beach entrance fee or pavilion rental fee.

Vehicular access is dependent on beach conditions.

### **Special Event Conditions- November 1st to April 30th:**

Any violations, including violation to the St. Johns County Beach Code 2007-19, may lead to a citation and revocation of permit.

All beach events are subject to beach conditions; if conditions are deemed unsuitable or hazardous the event may be relocated or rescheduled.

Event items and guests are prohibited from entering sand dunes and conservation zones- 15 feet from base of dune.

Event cannot block dune walkovers or other public access.

Event structures cannot remain intact overnight and must be removed promptly after the ceremony.

Please be advised, parking is first come, first served at all off-beach public parking locations; saving spaces is not permitted.

Permittee shall leave beach in clean and orderly condition, satisfactory to other beach patrons

and coastal wildlife.

All trash and recycling shall be placed in the appropriate bins (Grey = trash) (Blue = recycling).

If flower petals are to adorn the ceremony, they must be of real material; plastic or false petals can pose a hazard to native wildlife.

Event cannot block driving lane, dune walkover, or other public access.

Possession of this permit does not waive beach entrance fee or pavilion rental fee.

Vehicular access is dependent on beach conditions.

### **General City/County/State Ordinances**

Please read the following carefully and if there are any questions regarding ordinances or state laws pertaining to the event, please call the St. Augustine Beach Police Department at (904) 471-3600, St. Augustine Police Department at (904) 825-1070, or St. Johns County Sheriff's Department at (904) 824-8304 during business hours.

#### **ST. AUGUSTINE BEACH NOISE ORDINANCE SECTION 9.02.12.A(1) AMPLIFIED SOUND PRODUCED BY ELECTRONIC AUDIO EQUIPMENT, MUSICAL INSTRUMENTS AND SIMILAR DEVICES.**

No person shall operate, play, or permit the operation or playing of any radio, stereo, tape player, television, electronic audio equipment, musical instrument, or other sound amplifier in such a manner as to: (a) be plainly audible at a distance of two hundred (200) feet or more from the real property boundary of the source of the sound.

#### **ST. JOHNS COUNTY NOISE ORDINANCE SECTION 2005-114.28**

No person shall make such loud, excessive, unnecessary noise so as to create a nuisance in any County park. Noise shall be considered a nuisance where it produces actual physical discomfort and annoyance to persons of ordinary sensibilities. No audio device, such as loudspeakers, television, radio, compact disc, tape, record player, or musical instrument, except equipment used by law enforcement, rescue or safety personnel, shall be used in a manner that exceeds a noise level of 60 dBA measured on the A-weighted scale at 25 feet, or below that level, nevertheless; that exceeds noise which is unreasonable, considering the nature and purpose of the user's conduct, location in the park, time of day or night, impact on other park users and other factors that would govern the conduct of a reasonably prudent person under the circumstances.

#### **CITY OF ST. AUGUSTINE NOISE ORDINANCE SECTION 11-89**

Operating, playing or permitting any devices, which produce or reproduces sound between the hours of 10:00 p.m. and 7:00 a.m. in such a manner as to create excessive and unnecessary noise across a residential real property line or within a noise-sensitive area is prohibited.

#### **FLORIDA STATUTE 562.11(1)(a) SELLING, GIVING, OR SERVING ALCOHOLIC BEVERAGES TO PERSONS UNDER AGE 21**

It is unlawful for any person to sell, give, or permit to be served alcoholic beverages to persons under 21 years of age or to permit persons under 21 years of age to consume said beverages. Anyone convicted of violation of this statute shall be guilty of a misdemeanor in the second degree punishable by 60 days in jail and/or a \$500 fine.

### **Hold Harmless Agreement**

To the extent permitted by law, the APPLICANT shall indemnify, defend, and hold harmless the COUNTY, its officials, agents, servants and employees from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation originating from, connected with, or associated with, or growing out of (directly and/or indirectly), the APPLICANT's use of the premises and facilities described herein. Moreover, the APPLICANT shall indemnify, defend, and hold the COUNTY, its officials, agents, servants and employees harmless from all claims, losses, costs, suits, and administrative actions, arbitration, or mediation, from, or incident to, connected with, associated with, or growing out of the APPLICANT's direct and/or indirect negligent or intentional acts or omissions associated with the

above-noted actions and activities. This provision relating to Indemnification, is separate and apart from, and is in no way limited by, any insurance provided by the APPLICANT, as set forth herein or otherwise.

#### **General Liability Waiver**

##### **THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:**

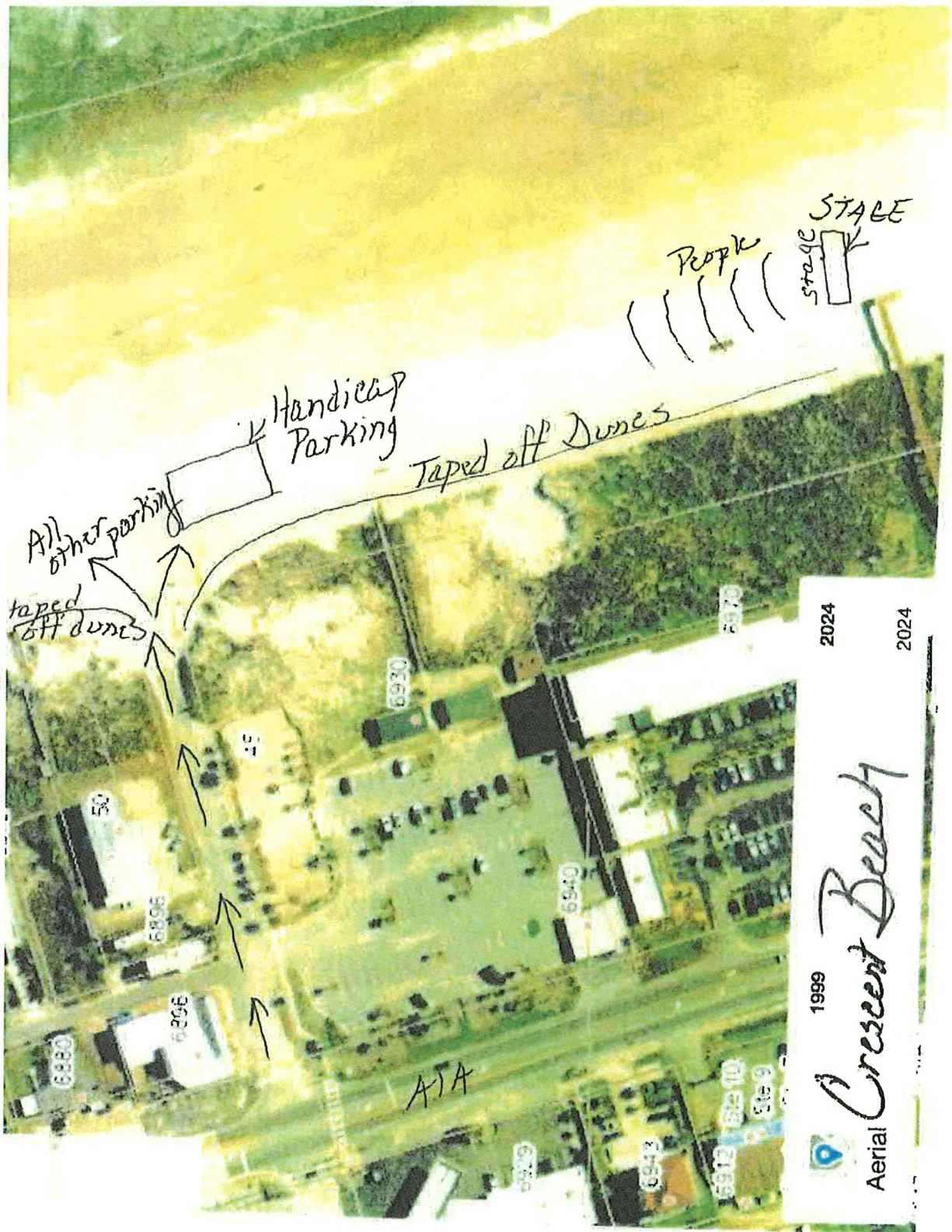
1. **THE UNDERSIGNED HEREBY RELEASES, WAIVES AND DISCHARGES ST. JOHNS COUNTY, its directors, officers, employees, agents, and independent contractors from all liability to the undersigned and/or their personal representatives, assignees, heirs, and next of kin for any loss or damage and any claim or demands accruing or resulting from injury to the person or property or death of the above-named Participant, whether or not caused by the negligence and/or property of St. Johns County, their directors, officers, employees, agents, and independent contractors.**
2. **THE UNDERSIGNED understands that the activity in which he or she will be engaged may carry some inherent risk, and THE UNDERSIGNED freely chooses to assume those risks. THE UNDERSIGNED further recognizes that by participating in recreational activities he or she may experience potential health risks, including but not limited to death, and willfully assume those risks. THE UNDERSIGNED assumes full responsibility during and after participation, and hereby agrees to release ST. JOHNS COUNTY, its directors, officers, employees, and agents from all liability to THE UNDERSIGNED and/or their personal representatives, assignees, heirs, and next of kin.**
3. **THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, DUE TO THE NEGLIGENCE OF St. Johns County, its directors, officers, employees, agents, and independent contractors or otherwise the pertaining to the above-named Participant being in, upon or about the premises of St. Johns County and/or while using the premises or facilities or equipment thereon.**
4. **THE UNDERSIGNED HEREBY PERMITS the taking of photographs and/or video of themselves and/or the above named Participant by St. Johns County during recreation classes or activities to be used at the County's reasonable discretion.**
5. **THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement has been made.**

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**Please be advised that this is not an approved permit.** Once your request has been approved, you will receive an approved permit for the submitted event application. **Please ensure you pay the balance due before the date of your event and that you have the approved permit with you at the time of your event.**

Facility rentals are non-refundable. If cancelation is due to extreme weather conditions, Parks and Recreation Department closures or circumstances beyond your control deemed unavoidable by our department, your reservation will be rescheduled.

Thank you for your interest in hosting a special event on the beach in St. Johns County!



Handicap Parking  
All other parking  
taped off dunes

Taped off Dunes

People  
STAGE

ATA

6930

6906

45

6930

6940

6943

6912

6910

Site 9

1999

2024

2024

Aerial Crescent Beach





CRESBEA-02

DBONISOLLI

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Bates Hewett & Floyd Insurance Agency 3400 Crill Ave, Suite 2 Palatka, FL 32177	<b>CONTACT NAME:</b> Danielle Kenney <b>PHONE (A/C, No, Ext):</b> (386) 328-1100 <b>E-MAIL ADDRESS:</b> danielle@bates-hewett.com	<b>FAX (A/C, No):</b> (386) 329-1100
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Crescent Beach Baptist Church 885 State Rd 206 East St. Augustine, FL 32086	<b>INSURER A :</b> Ohio Security Insurance Company	<b>NAIC #</b> 24082
	<b>INSURER B :</b> Auto-Owners Insurance	18988
	<b>INSURER C :</b> Southern Owners Ins.	10190
	<b>INSURER D :</b> F.F.V.A.	10385
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

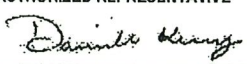
**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BKS59185873	1/17/2024	1/17/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/OP AGG \$ 3,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5212544600	1/17/2024	1/17/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			5212544601	1/17/2024	1/17/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC840-0034161-2024A	3/27/2024	3/27/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Easter Sunrise Service at Crescent Beach on Sunday, April 20, 2025

St Johns County is additional insured on General liability as required by written contract;  
*will send updated COI in January*

<b>CERTIFICATE HOLDER</b>  St Johns County Board of County Commissioners 500 San Sebastian View St Augustine, FL 32084	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



Thank you for your interest in hosting an event on the beach in St. Johns County.

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St. Johns County  
 Beach Services  
 901 Pope Rd  
 St. Augustine, FL 32080  
 904-209-0331  
 beaches@sjcfl.us  
<http://sjcfl.us/beaches>

**Registration/Payment Receipt 68182609**

04/20/2024 09:19 PM

**Account Information**

Ponte Vedra Presbyterian Church  
 Austin Altwies  
 4510 Palm Valley Road  
 Ponte Vedra Beach, FL 32082 United States  
 904-607-9684

Item	Balance Due	Amount Paid
Mickler's Beach Special Events General Event- Major Impact Apr 20, 2025 - Event Reservation Fee: \$50/Block	\$50.00	\$0.00
STATUS: PENDING APPROVAL		
<b>Sales Tax - Rental (5%)</b>	\$2.50	\$0.00
<b>Change in Balance</b>		\$52.50
<b>Account Balance</b> (As of 04/20/2024 09:19 PM)		\$52.50

**Prompt(s)**

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**EVENT PRINCIPALS (if applicable)** Please provide a listing names, addresses, and telephone numbers of all the principals involved in any way in the proposed special event. Include professional event organizers, event promoters, financial underwriters, commercial sponsors, charitable agencies for whose benefit the event is being produced,

the organization or organizations in whose name the event is being advertised, and all others administratively, financially and organizationally involved as principals in the production of the proposed special event. Ponte Vedra Presbyterian Church is hosting the event. Point of Contact is Austin Altwies (904)607-9684

**AMERICANS WITH DISABILITIES ACT (ADA)** Applicants are hereby advised that, in accordance with applicable provisions of the America with Disabilities Act (ADA), all Special Events conducted on St. Johns County property and open to the public shall be accessible to people with disabilities. County staff shall ensure that each Special Event venue provides for an adequate number of accessible parking spaces in appropriate locations, accessible routes throughout the site, and other accessible features for food service, restroom facilities (including accessible portable toilets), assembly area seating, etc., where such elements or facilities are provided for the public. No ADA accessible element or facility shall be obstructed, removed, relocated, or otherwise altered without prior written approval by the County. Applicants must coordinate with County staff as necessary to ensure compliance with the provisions contained in this paragraph, failure to do so may result in revocation of this Special Event Permit. Agreed

Outdoor court, athletic fields, and facility rentals are non-refundable. If cancelation is due to extreme weather conditions, or cancelation by the Parks and Recreation Department your reservation will be rescheduled. Agreed

Please list the contact person for this event and their phone number Austin Altwies  
9046079684

Please indicate the start and end time of your event. (Be sure to include set up and break down time.) 5am-8:15am.

Description of Event: 25th Sunrise Easter Service

**Applicant Agrees to the Following:** a. To abide by all park rules, regulations, Park Ordinance (2005-114) and Fee Resolution (2006-318). Copies of State of Florida Statute (562.11.1A) regarding alcoholic beverages and the Noise Ordinances were provided as forms for your information. b. Remove all litter, trash, signs, temporary structures, etc. from the property at the conclusion of the event. c. Do not use private property or public rights-of-ways for parking. All parking will in designated areas for the requested location only. d. If preparing food on site, do so in a safe manner. If using a charcoal grill do not leave the coals and ashes on the property; remove them at the end of the event. e. The use of Bounce Houses is not permitted at county facilities Agreed

Please select "yes" if any of the options listed below relate to your event: this event is open to the public is a sporting event is a surf camp you are a wedding planner you are using a third-party vendor All applicants utilizing third party vendors for special event items, including but not limited to: chairs, tables, tents, photographers, wedding planners, shuttles, caterers, florists, and temporary structures, are required to provide proof of General Liability Insurance (COI). **INSURANCE:** (Required for all public events, special events using third party vendors, and athletic facility rentals) This application will not be approved until the County has received a valid Certificate of General Liability Insurance which specifically includes St Johns County, Board of County Commissioners, 500 San Sebastian View, St. Augustine, FL 32084 as additional insured by policy endorsement. Additionally, if required by Florida Statute, proof of Workers' Compensation Insurance will need to be included with this application. If your business is using any vehicle for or during the event, proof of Auto Insurance will need to be included with this application. A. The Applicant hereby states and affirms that insurance coverage required is in place at the time of this rental and will remain so for the term of this rental agreement and that the Applicant will not occupy the premises until it has obtained all insurance required under such laws. The Applicant agrees to submit documentation of all insurance coverage to the County or its representatives upon request. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Compliance with the foregoing requirements shall not relieve the Applicant of its liability and obligations under this rental agreement. B. The Applicant shall maintain during the term of this rental agreement general liability insurance in the amount of one million dollars (\$1,000,000.00) combined single limit to protect the Applicant and the County from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this agreement, whether such operations are by the Applicant or by anyone directly employed by or contracting with the Applicant or Participant. C. If the Applicant shall maintain, during the life of this rental agreement, comprehensive automobile liability insurance in the amount of one hundred thousand dollars (\$100,000.00) per person, three hundred thousand dollars (\$300,000.00) per

occurrence combined single limits to protect the Applicant from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned, or non-owned automobiles, including rented automobiles whether such operations are by the Applicant or by anyone directly or indirectly employed by the Applicant. E. All insurance, other than Workers' Compensation, to be maintained by the Applicant shall specifically include St Johns County as an Additional insured, by policy endorsement, and a Certificate of Insurance naming St. Johns County Board of County Commissioners, 500 San Sebastian View, St. Augustine, FL 32084, as Additional Insured must be provided to the County by the Applicant insurance carrier. The description should include the dates and the title of the event and name of specific facility being rented. F. The insurance requirement is deemed contractual, and the COUNTY shall not be deemed responsible to any third party for any failure of insurance coverage. Yes

Number of anticipated participants? More than 500

Event Type (Ponte Vedra Presbyterian Church) Public Event

Give name, address and phone numbers of the agency or agencies, which will provide private security or first aid if not St. Johns County Sheriff's Office or St. Johns County Fire Rescue. (Ponte Vedra Presbyterian Church) St. John's Sheriff's office

Sound Amplification If there will be music, sound amplification, or any other noise impact, please describe, including the intended hours of the music, sound or noise. (Ponte Vedra Presbyterian Church) 4 speaker sound system which will operate at 6:45am until 8:am for worship and sermon

Check off the items that apply to your event. A location map is required for all public events and sporting events. All event activities, staging, additional lighting and parking areas should be identified. You can create a site map using the iMap feature on the County's GIS webpage: <http://www.sjcfl.us/GIS/index.aspx>. Simply look up the address, frame your location in the browser window and hit print. It is the applicants' responsibility to know and follow all applicable codes and ordinances. Please note inflatables are not allowed at public or private events. Site maps can be emailed to [dfountain@sjcfl.us](mailto:dfountain@sjcfl.us) Music: Live and/or Recorded, Signs for Advertising or Identification, Portable restrooms

Please provide any further information that we should be aware of in considering approval of this application (i.e. use of tents, chairs, arches or structures) Attendees will bring towels and beach chairs to sit on. Ponte Vedra Presbyterian has done the Easter Sunrise service for 25 years and would like to continue the tradition.

#### Facility Notes

##### Mickler's Beach Special Events General Event- Major Impact

Facility rentals are non-refundable. If cancellation is due to extreme weather conditions, Parks and Recreation Department closures or circumstances beyond your control deemed unavoidable by our department, your reservation will be rescheduled.

##### Things to consider when planning for your event:

- **Vehicular Access:** where allowable is dependent on beach conditions
- **Parking:** Public parking is first come first serve, saving spaces is not permitted
- **Flower Petals:** Only real flower petals are permitted on the beach as plastic or false petals pose a threat to wildlife
- **Beach Conditions:** All events are subject to beach conditions. If conditions are deemed unsuitable or hazardous the event may be required to be relocated or rescheduled

##### Things to consider if planning an event during sea turtle nesting season (May 1st to October 31st):

- **Set Up:** Cannot take place prior to 8am or within 30 feet of marked sea turtle nests
- **Take Down:** All event items must be removed by 7:30pm
- **Vehicular Access:** Beach gates close to driving at 7:30pm
- **Lighting:** Artificial lighting is not permitted before 8am or after 7:30pm, should flashlights be used they should have a sea turtle filter

Please direct any questions to [dfountain@sjcfl.us](mailto:dfountain@sjcfl.us)

Beach Event Conditions Page

## Beach Conditions and Rules

### Special Event Conditions- May 1st to October 31st (Sea Turtle Nesting Season):

Event items cannot be set up prior to 8AM or after 7:30PM, due to sea turtle nesting activities.

Set up of event may not take place within 30 feet of marked sea turtle nests. Nests are demarcated by 4 stakes and yellow placard.

If sea turtle nesting incident occurs during event, please call 904-824-8304.

Artificial lighting is prohibited after 7:30pm. If flashlights will be used, a sea turtle friendly filter must be applied.

If take-down of event items requires vehicular access, please note, beach driving is not permitted after 7:30PM

Any violations, including violation to the St. Johns County Beach Code 2007-19, may lead to a citation and revocation of permit.

All beach events are subject to beach conditions; if conditions are deemed unsuitable or hazardous the event may be relocated or rescheduled.

Event items and guests are prohibited from entering sand dunes and conservation zones- 15 feet from base of dune.

Event cannot block dune walkovers or other public access.

Event structures cannot remain intact overnight and must be removed promptly after the ceremony.

Please be advised, parking is first come, first served at all off-beach public parking locations; saving spaces is not permitted.

Permittee shall leave beach in clean and orderly condition, satisfactory to other beach patrons and coastal wildlife.

All trash and recycling shall be placed in the appropriate bins (Grey = trash) (Blue = recycling).

If flower petals are to adorn the ceremony, they must be of real material; plastic or false petals can pose a hazard to native wildlife.

Event cannot block driving lane, dune walkover, or other public access.

Possession of this permit does not waive beach entrance fee or pavilion rental fee.

Vehicular access is dependent on beach conditions.

### Special Event Conditions- November 1st to April 30th:

Any violations, including violation to the St. Johns County Beach Code 2007-19, may lead to a citation and revocation of permit.

All beach events are subject to beach conditions; if conditions are deemed unsuitable or hazardous the event may be relocated or rescheduled.

Event items and guests are prohibited from entering sand dunes and conservation zones- 15 feet from base of dune.

Event cannot block dune walkovers or other public access.

Event structures cannot remain intact overnight and must be removed promptly after the ceremony.

- Please be advised, parking is first come, first served at all off-beach public parking locations; saving spaces is not permitted.

Permittee shall leave beach in clean and orderly condition, satisfactory to other beach patrons and coastal wildlife.

All trash and recycling shall be placed in the appropriate bins (Grey = trash) (Blue = recycling).

If flower petals are to adorn the ceremony, they must be of real material; plastic or false petals can pose a hazard to native wildlife.

Event cannot block driving lane, dune walkover, or other public access.

Possession of this permit does not waive beach entrance fee or pavilion rental fee.

Vehicular access is dependent on beach conditions.

### **Beach pavilion and boat ramp rules and Regulations**

Beachside Pavilion and Boat Ramp Rules and Regulations:

- **All fees are non-refundable;** unless SJC declares a state of emergency and facilities are closed.
- Non-profit organizations must contact 904-209-0331 to set up a tax-exempt account before submitting an application. DR-14 forms can be emailed to beaches@sjcfl.us. If the DR-14 is not received, the appropriate sales tax will be charged.
- Applicant is responsible for cleaning and the removal of all trash, temporary structures, and beach equipment upon conclusion of the event.
- Approved permits must be in applicant's possession at the location on the day(s) of the reservation.
- Park hours are dawn to dusk unless otherwise posted.
- Operation of motorized vehicles limited to designated areas. Please, park in designated areas only.
- All dogs to be controlled by leash except in designated areas. Please clean up after your pet.
- Golfing, archery, rockets, aircraft, inflatables (bounce houses/water slides), and paintball are prohibited.
- No tampering with park property including but not limited to removing signs, moving trash cans or picnic tables, or removal of soil or shrubbery.
- No removal of archaeologically sensitive material.
- Fires are permitted in grills only.
- No possession or consumption of alcoholic beverages (without a permit).
- Fireworks are prohibited.
- Overnight camping is prohibited.
- When crossing dunes, use designated walkovers.
- All pedestrian activities are prohibited within the Conservation Zone, 15ft seaward of the dune line.
- Must comply with all applicable noise ordinances.

Failure to comply with Park Ordinance 2005-114 and/or Beach Code 2007-19 may be punishable by fine of \$500 per violation per day or imprisonment or both.

### **General City/County/State Ordinances**

Please read the following carefully and if there are any questions regarding ordinances or state laws Pertaining to the event, please call the St. Augustine Beach Police Department at (904) 471-3600, St. Augustine Police Department at (904) 825-1070, or St. Johns County Sheriff's Department at (904) 824-8304 during business hours.

ST. AUGUSTINE BEACH NOISE ORDINANCE SECTION 9.02.12.A(1) AMPLIFIED SOUND PRODUCED BY ELECTRONIC AUDIO EQUIPMENT, MUSICAL INSTRUMENTS AND SIMILAR DEVICES.  
No person shall operate, play, or permit the operation or playing of any radio, stereo, tape player, television, electronic audio equipment, musical instrument, or other sound amplifier in such a manner as to: (a) be plainly audible at a distance of two hundred (200) feet or more from the real property boundary of the source of the sound.

ST. JOHNS COUNTY NOISE ORDINANCE SECTION 2005-114.28

No person shall make such loud, excessive, unnecessary noise so as to create a nuisance in any County park. Noise shall be considered a nuisance where it produces actual physical discomfort and annoyance to persons of ordinary sensibilities. No audio device, such as loudspeakers, television, radio, compact disc, tape, record player, or musical instrument, except equipment used by law enforcement, rescue or safety personnel, shall be used in a manner that exceeds a noise level of 60 dBA measured on the A-weighted scale at 25 feet, or below that level, nevertheless; that exceeds noise which is unreasonable, considering the nature and purpose of the user's conduct, location in the park, time of day or night, impact on other park users and other factors that would govern the conduct of a reasonably prudent person under the circumstances.

#### CITY OF ST. AUGUSTINE NOISE ORDINANCE SECTION 11-89

Operating, playing or permitting any devices, which produce or reproduces sound between the hours of 10:00 p.m. and 7:00 a.m. in such a manner as to create excessive and unnecessary noise across a residential real property line or within a noise-sensitive area is prohibited.

#### FLORIDA STATUTE 562.11(1)(a) SELLING, GIVING, OR SERVING ALCOHOLIC BEVERAGES TO PERSONS UNDER AGE 21

It is unlawful for any person to sell, give, or permit to be served alcoholic beverages to persons under 21 years of age or to permit persons under 21 years of age to consume said beverages. Anyone convicted of violation of this statute shall be guilty of a misdemeanor in the second degree punishable by 60 days in jail and/or a \$500 fine.

#### **Hold Harmless Agreement**

To the extent permitted by law, the APPLICANT shall indemnify, defend, and hold harmless the COUNTY, its officials, agents, servants and employees from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation originating from, connected with, or associated with, or growing out of (directly and/or indirectly), the APPLICANT's use of the premises and facilities described herein. Moreover, the APPLICANT shall indemnify, defend, and hold the COUNTY, its officials, agents, servants and employees harmless from all claims, losses, costs, suits, and administrative actions, arbitration, or mediation, from, or incident to, connected with, associated with, or growing out of the APPLICANT's direct and/or indirect negligent or intentional acts or omissions associated with the above-noted actions and activities. This provision relating to Indemnification, is separate and apart from, and is in no way limited by, any insurance provided by the APPLICANT, as set forth herein or otherwise.

#### **General Liability Waiver**

##### **THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:**

- 1. THE UNDERSIGNED HEREBY RELEASES, WAIVES AND DISCHARGES ST. JOHNS COUNTY, its directors, officers, employees, agents, and independent contractors from all liability to the undersigned and/or their personal representatives, assignees, heirs, and next of kin for any loss or damage and any claim or demands accruing or resulting from injury to the person or property or death of the above-named Participant, whether or not caused by the negligence and/or property of St. Johns County, their directors, officers, employees, agents, and independent contractors.**
- 2. THE UNDERSIGNED understands that the activity in which he or she will be engaged may carry some inherent risk, and THE UNDERSIGNED freely chooses to assume those risks. THE UNDERSIGNED further recognizes that by participating in recreational activities he or she may experience potential health risks, including but not limited to death, and willfully assume those risks. THE UNDERSIGNED assumes full responsibility during and after participation, and hereby agrees to release ST. JOHNS COUNTY, its directors, officers, employees, and agents from all liability to THE UNDERSIGNED and/or their personal representatives, assignees, heirs, and next of kin.**
- 3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, DUE TO THE NEGLIGENCE OF St. Johns County, its directors, officers, employees, agents, and independent contractors or otherwise the pertaining to the above-named Participant being**

in, upon or about the premises of St. Johns County and/or while using the premises or facilities or equipment thereon.

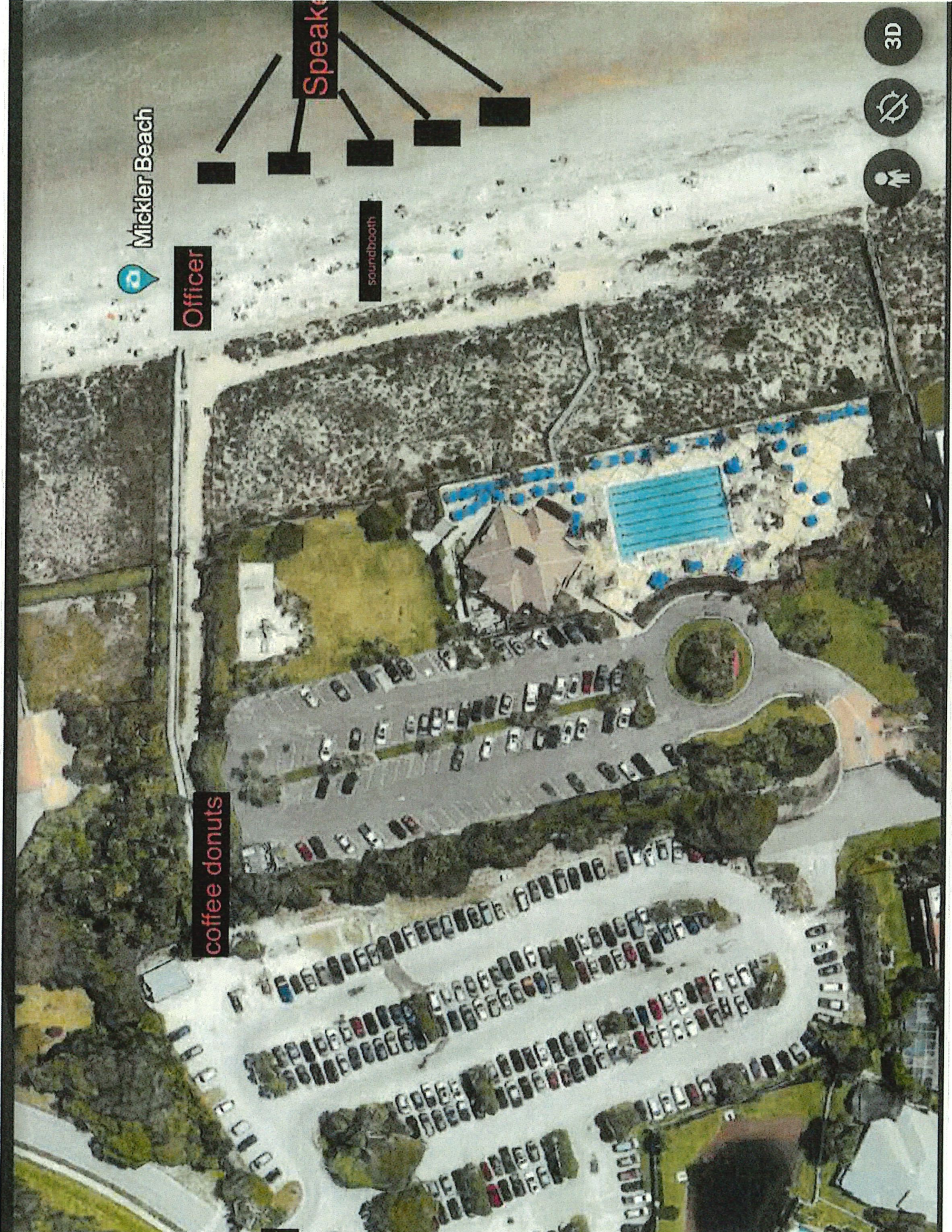
4. **THE UNDERSIGNED HEREBY PERMITS** the taking of photographs and/or video of themselves and/or the above named Participant by St. Johns County during recreation classes or activities to be used at the County's reasonable discretion.
  5. **THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement has been made.
- 

**Please be advised that this is not an approved permit.** Once your request has been approved, you will receive an approved permit for the submitted event application. **Please ensure you pay the balance due before the date of your event and that you have the approved permit with you at the time of your event.**

Facility rentals are non-refundable. If cancelation is due to extreme weather conditions, Parks and Recreation Department closures or circumstances beyond your control deemed unavoidable by our department, your reservation will be rescheduled.

Thank you for your interest in hosting a special event on the beach in St. Johns County!





Mickler Beach

Officer

Speaker

soundbooth

coffee donuts





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> GHG Insurance 1000 Riverside Ave Suite 500 Jacksonville FL 32204	<b>CONTACT NAME:</b> Edra Waller <b>PHONE (A/C, No, Ext):</b> 904-421-8612 <b>E-MAIL ADDRESS:</b> ewaller@ghgins.com	<b>FAX (A/C, No):</b> 904-421-8601
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Ponte Vedra Presbyterian Church Lee Rogers 4510 Palm Valley Road Ponte Vedra Beach FL 32082	<b>INSURER A :</b> Philadelphia Indemnity Insurance Company	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**

CERTIFICATE NUMBER: 822839978

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2528532	4/29/2024	4/29/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB909007	4/29/2024	4/29/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Sunrise Service Micklers Beach access in Ponte Vedra Beach, FL.

St. Johns County is named as additional insured as respects General Liability when required by written contract or agreement subjects to policy terms and conditions.

**CERTIFICATE HOLDER****CANCELLATION**

St. Johns County Board of County Commissioners  
 500 San Sebastian View  
 St Augustine FL 32084

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Thank you for your interest in hosting an event on the beach in St. Johns County.

Please be advised that **this is not an approved permit**. Once your request has been approved, you will receive an approved permit for the submitted event application. Please ensure you pay the balance due before the date of your event and that you have the approved permit with you at the time of your event. **Please note, application fees are non-refundable.**

St. Johns County  
 Beach Services  
 901 Pope Rd  
 St. Augustine, FL 32080  
 904-209-0331  
 beaches@sjcfl.us  
<http://sjcfl.us/beaches>

**Registration/Payment Receipt 68148967**

04/20/2024 08:02 AM

**Account Information**

Seaside Church  
 Brady Haynes  
 402 Seagate Ln S  
 Saint Augustine, FL 32084 United States  
 205-213-9222

Item	Balance Due	Amount Paid
Vilano Beach Special Events General Event- Major Impact Apr 20, 2025 - Event Reservation Fee: \$50/Block	\$50.00	\$0.00
STATUS: PENDING APPROVAL		
<b>Change in Balance</b>		\$50.00
<b>Account Balance</b> (As of 04/20/2024 08:02 AM)		\$50.00

**Prompt(s)**

**PERMITS AND LICENSES** To the extent that the APPLICANT needs to secure, obtain/acquire, and maintain permits and/or licenses, in order to use the premises and facilities described herein and to conduct, manage or operate the event, vendors and activities described herein, then the APPLICANT shall be responsible for securing, obtaining/acquiring, and maintaining, at the APPLICANT's sole expense, any, and all, permits, licenses, and/or approvals required by Federal, State, and/or local law, rule, regulation, or ordinance. Specifically, the APPLICANT shall be required to secure, obtain/acquire, and maintain for the duration of the Event, any, and all, permits, licenses, and approvals that are required for, or associated with, APPLICANT's use of the premises and facilities described herein. Agreed

**EVENT PRINCIPALS** (if applicable) Please provide a listing names, addresses, and telephone numbers of all the principals involved in any way in the proposed special event. Include professional event organizers, event promoters, financial underwriters, commercial sponsors, charitable agencies for whose benefit the event is being produced, the organization or organizations in whose name the event is being advertised, and all others administratively, financially and organizationally involved as principals in the

production of the proposed special event. Brady Haynes

**AMERICANS WITH DISABILITIES ACT (ADA)** Applicants are hereby advised that, in accordance with applicable provisions of the America with Disabilities Act (ADA), all Special Events conducted on St. Johns County property and open to the public shall be accessible to people with disabilities. County staff shall ensure that each Special Event venue provides for an adequate number of accessible parking spaces in appropriate locations, accessible routes throughout the site, and other accessible features for food service, restroom facilities (including accessible portable toilets), assembly area seating, etc., where such elements or facilities are provided for the public. No ADA accessible element or facility shall be obstructed, removed, relocated, or otherwise altered without prior written approval by the County. Applicants must coordinate with County staff as necessary to ensure compliance with the provisions contained in this paragraph, failure to do so may result in revocation of this Special Event Permit. Agreed

Outdoor court, athletic fields, and facility rentals are non-refundable. If cancelation is due to extreme weather conditions, or cancelation by the Parks and Recreation Department your reservation will be rescheduled. Agreed

Please list the contact person for this event and their phone number Brady Haynes

Please indicate the start and end time of your event. (Be sure to include set up and break down time.) 8 am

Description of Event: Easter

Applicant Agrees to the Following: a. To abide by all park rules, regulations, Park Ordinance (2005-114) and Fee Resolution (2006-318). Copies of State of Florida Statute (562.11.1A) regarding alcoholic beverages and the Noise Ordinances were provided as forms for your information. b. Remove all litter, trash, signs, temporary structures, etc. from the property at the conclusion of the event. c. Do not use private property or public rights-of-ways for parking. All parking will in designated areas for the requested location only. d. If preparing food on site, do so in a safe manner. If using a charcoal grill do not leave the coals and ashes on the property; remove them at the end of the event. e. The use of Bounce Houses is not permitted at county facilities Agreed

Please select "yes" if any of the options listed below relate to your event: this event is open to the public is a sporting event is a surf camp you are a wedding planner you are using a third-party vendor All applicants utilizing third-party vendors for special event items, including but not limited to: chairs, tables, tents, photographers, wedding planners, shuttles, caterers, florists, and temporary structures, are required to provide proof of General Liability Insurance (COI). **INSURANCE:** (Required for all public events, special events using third party vendors, and athletic facility rentals) This application will not be approved until the County has received a valid Certificate of General Liability Insurance which specifically includes St Johns County, Board of County Commissioners, 500 San Sebastian View, St. Augustine, FL 32084 as additional insured by policy endorsement. Additionally, if required by Florida Statute, proof of Workers' Compensation Insurance will need to be included with this application. If your business is using any vehicle for or during the event, proof of Auto Insurance will need to be included with this application. A. The Applicant hereby states and affirms that insurance coverage required is in place at the time of this rental and will remain so for the term of this rental agreement and that the Applicant will not occupy the premises until it has obtained all insurance required under such laws. The Applicant agrees to submit documentation of all insurance coverage to the County or its representatives upon request. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. Compliance with the foregoing requirements shall not relieve the Applicant of its liability and obligations under this rental agreement. B. The Applicant shall maintain during the term of this rental agreement general liability insurance in the amount of one million dollars (\$1,000,000.00) combined single limit to protect the Applicant and the County from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this agreement, whether such operations are by the Applicant or by anyone directly employed by or contracting with the Applicant or Participant. C. If the Applicant shall maintain, during the life of this rental agreement, comprehensive automobile liability insurance in the amount of one hundred thousand dollars (\$100,000.00) per person, three hundred thousand dollars (\$300,000.00) per occurrence combined single limits to protect the Applicant from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned, or non-owned automobiles, including rented automobiles whether such operations are by the Applicant

or by anyone directly or indirectly employed by the Applicant. E. All insurance, other than Workers' Compensation, to be maintained by the Applicant shall specifically include St Johns County as an Additional insured, by policy endorsement, and a Certificate of Insurance naming St. Johns County Board of County Commissioners, 500 San Sebastian View, St. Augustine, FL 32084, as Additional Insured must be provided to the County by the Applicant insurance carrier. The description should include the dates and the title of the event and name of specific facility being rented. F. The insurance requirement is deemed contractual, and the COUNTY shall not be deemed responsible to any third party for any failure of insurance coverage. Yes

Number of anticipated participants? More than 200

Are you requesting to host a private or a public event? ALL applicants hosting public events or major impact events (over 200 participants) at this location must receive approval from the NCDRB (North Coastal Design Review Board). Reservation applications for these events cannot be approved until the applicant has provided confirmation from the NCDRB at least 7 days prior to the requested reservation date. Confirmation should be emailed to beaches@sjcfl.us. Please be advised, this review process can take up to 2 months for approval. Due to this requirement, minor impact sporting event applications are required to be submitted no fewer than 60 days prior to the requested event date. Major impact event applications require RAB and BCC review/approval and must be submitted at least 90 days prior to the requested date. For more information concerning the NCDRB review process, please contact St Johns County Planning and Zoning Division Overlay Planner, Amanda Rose, by phone at 904-209-0693 or by email at arose@sjcfl.us.

Public Event

Give name, address and phone numbers of the agency or agencies, which will provide private security or first aid if not St. Johns County Sheriff's Office or St. Johns County Fire Rescue. (Seaside Church) St Johns sherrifs offie

Sound Amplification If there will be music, sound amplification, or any other noise impact, please describe, including the intended hours of the music, sound or noise. (Seaside Church) Two Bose speakers used from 8-9 am.

Check off the items that apply to your event. A location map is required for all public events and sporting events. All event activities, staging, additional lighting and parking areas should be identified. You can create a site map using the iMap feature on the County's GIS webpage: <http://www.sjcfl.us/GIS/index.aspx>. Simply look up the address, frame your location in the browser window and hit print. It is the applicants' responsibility to know and follow all applicable codes and ordinances. Please note inflatables are not allowed at public or private events. Site maps can be emailed to [dfountain@sjcfl.us](mailto:dfountain@sjcfl.us) Music: Live and/or Recorded

Please provide any further information that we should be aware of in considering approval of this application (i.e. use of tents, chairs, arches or structures) Easter

#### Facility Notes

##### Vilano Beach Special Events General Event- Major Impact

Facility rentals are non-refundable. If cancelation is due to extreme weather conditions, Parks and Recreation Department closures or circumstances beyond your control deemed unavoidable by our department, your reservation will be rescheduled.

##### Things to consider when planning for your event:

- **Vehicular Access:** where allowable is dependent on beach conditions
- **Parking:** Public parking is first come first serve, saving spaces is not permitted
- **Flower Petals:** Only real flower petals are permitted on the beach as plastic or false petals pose a threat to wildlife
- **Beach Conditions:** All events are subject to beach conditions. If conditions are deemed unsuitable or hazardous the event may be required to be relocated or rescheduled

##### Things to consider if planning an event during sea turtle nesting season (May 1st to October 31st):

- **Set Up:** Cannot take place prior to 8am or within 30 feet of marked sea turtle nests
- **Take Down:** All event items must be removed by 7:30pm
- **Vehicular Access:** Beach gates close to driving at 7:30pm
- **Lighting:** Artificial lighting is not permitted before 8am or after 7:30pm, should

flashlights be used they should have a sea turtle filter

Please direct any questions to [dfountain@sjcfl.us](mailto:dfountain@sjcfl.us)

## Waiver(s)

### Hold Harmless Agreement

To the extent permitted by law, the APPLICANT shall indemnify, defend, and hold harmless the COUNTY, its officials, agents, servants and employees from all claims (including tort-based, contractual, injunctive, and/or equitable), losses (including property (personal and/or real), and bodily injury), costs (including attorneys' fees), suits, administrative actions, arbitration, or mediation originating from, connected with, or associated with, or growing out of (directly and/or indirectly), the APPLICANT's use of the premises and facilities described herein. Moreover, the APPLICANT shall indemnify, defend, and hold the COUNTY, its officials, agents, servants and employees harmless from all claims, losses, costs, suits, and administrative actions, arbitration, or mediation, from, or incident to, connected with, associated with, or growing out of the APPLICANT's direct and/or indirect negligent or intentional acts or omissions associated with the above-noted actions and activities. This provision relating to Indemnification, is separate and apart from, and is in no way limited by, any insurance provided by the APPLICANT, as set forth herein or otherwise.

### General Liability Waiver

#### THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

1. **THE UNDERSIGNED HEREBY RELEASES, WAIVES AND DISCHARGES ST. JOHNS COUNTY, its directors, officers, employees, agents, and independent contractors from all liability to the undersigned and/or their personal representatives, assignees, heirs, and next of kin for any loss or damage and any claim or demands accruing or resulting from injury to the person or property or death of the above-named Participant, whether or not caused by the negligence and/or property of St. Johns County, their directors, officers, employees, agents, and independent contractors.**
2. **THE UNDERSIGNED understands that the activity in which he or she will be engaged may carry some inherent risk, and THE UNDERSIGNED freely chooses to assume those risks. THE UNDERSIGNED further recognizes that by participating in recreational activities he or she may experience potential health risks, including but not limited to death, and willfully assume those risks. THE UNDERSIGNED assumes full responsibility during and after participation, and hereby agrees to release ST. JOHNS COUNTY, its directors, officers, employees, and agents from all liability to THE UNDERSIGNED and/or their personal representatives, assignees, heirs, and next of kin.**
3. **THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE, DUE TO THE NEGLIGENCE OF St. Johns County, its directors, officers, employees, agents, and independent contractors or otherwise the pertaining to the above-named Participant being in, upon or about the premises of St. Johns County and/or while using the premises or facilities or equipment thereon.**
4. **THE UNDERSIGNED HEREBY PERMITS the taking of photographs and/or video of themselves and/or the above named Participant by St. Johns County during recreation classes or activities to be used at the County's reasonable discretion.**
5. **THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements or inducement apart from the foregoing written agreement has been made.**

### General City/County/State Ordinances

Please read the following carefully and if there are any questions regarding ordinances or state laws Pertaining to the event, please call the St. Augustine Beach Police Department at (904) 471-3600, St. Augustine Police Department at (904) 825-1070, or St. Johns County Sheriff's Department at (904) 824-8304 during business hours.

ST. AUGUSTINE BEACH NOISE ORDINANCE SECTION 9.02.12.A(1) AMPLIFIED SOUND PRODUCED

BY ELECTRONIC AUDIO EQUIPMENT, MUSICAL INSTRUMENTS AND SIMILAR DEVICES.

No person shall operate, play, or permit the operation or playing of any radio, stereo, tape player, television, electronic audio equipment, musical instrument, or other sound amplifier in such a manner as to: (a) be plainly audible at a distance of two hundred (200) feet or more from the real property boundary of the source of the sound.

ST. JOHNS COUNTY NOISE ORDINANCE SECTION 2005-114.28

No person shall make such loud, excessive, unnecessary noise so as to create a nuisance in any County park. Noise shall be considered a nuisance where it produces actual physical discomfort and annoyance to persons of ordinary sensibilities. No audio device, such as loudspeakers, television, radio, compact disc, tape, record player, or musical instrument, except equipment used by law enforcement, rescue or safety personnel, shall be used in a manner: that exceeds a noise level of 60 dBA measured on the A-weighted scale at 25 feet, or below that level, nevertheless; that exceeds noise which is unreasonable, considering the nature and purpose of the user's conduct, location in the park, time of day or night, impact on other park users and other factors that would govern the conduct of a reasonably prudent person under the circumstances.

CITY OF ST. AUGUSTINE NOISE ORDINANCE SECTION 11-89

Operating, playing or permitting any devices, which produce or reproduces sound between the hours of 10:00 p.m. and 7:00 a.m. in such a manner as to create excessive and unnecessary noise across a residential real property line or within a noise-sensitive area is prohibited.

FLORIDA STATUTE 562.11(1)(a) SELLING, GIVING, OR SERVING ALCOHOLIC BEVERAGES TO PERSONS UNDER AGE 21

It is unlawful for any person to sell, give, or permit to be served alcoholic beverages to persons under 21 years of age or to permit persons under 21 years of age to consume said beverages. Anyone convicted of violation of this statute shall be guilty of a misdemeanor in the second degree punishable by 60 days in jail and/or a \$500 fine.

#### **Beach Event Conditions Page**

### **Beach Conditions and Rules**

#### **Special Event Conditions- May 1st to October 31st (Sea Turtle Nesting Season):**

Event items cannot be set up prior to 8AM or after 7:30PM, due to sea turtle nesting activities.

Set up of event may not take place within 30 feet of marked sea turtle nests. Nests are demarcated by 4 stakes and yellow placard.

If sea turtle nesting incident occurs during event, please call 904-824-8304.

Artificial lighting is prohibited after 7:30pm. If flashlights will be used, a sea turtle friendly filter must be applied.

If take-down of event items requires vehicular access, please note, beach driving is not permitted after 7:30PM

Any violations, including violation to the St. Johns County Beach Code 2007-19, may lead to a citation and revocation of permit.

All beach events are subject to beach conditions; if conditions are deemed unsuitable or hazardous the event may be relocated or rescheduled.

Event items and guests are prohibited from entering sand dunes and conservation zones- 15 feet from base of dune.

Event cannot block dune walkovers or other public access.

Event structures cannot remain intact overnight and must be removed promptly after the ceremony.

Please be advised, parking is first come, first served at all off-beach public parking locations; saving spaces is not permitted.

Permittee shall leave beach in clean and orderly condition, satisfactory to other beach patrons and coastal wildlife.

All trash and recycling shall be placed in the appropriate bins (Grey = trash) (Blue = recycling).

If flower petals are to adorn the ceremony, they must be of real material; plastic or false petals can pose a hazard to native wildlife.

Event cannot block driving lane, dune walkover, or other public access.

Possession of this permit does not waive beach entrance fee or pavilion rental fee.

Vehicular access is dependent on beach conditions.

### **Special Event Conditions- November 1st to April 30th:**

Any violations, including violation to the St. Johns County Beach Code 2007-19, may lead to a citation and revocation of permit.

All beach events are subject to beach conditions; if conditions are deemed unsuitable or hazardous the event may be relocated or rescheduled.

Event items and guests are prohibited from entering sand dunes and conservation zones- 15 feet from base of dune.

Event cannot block dune walkovers or other public access.

Event structures cannot remain intact overnight and must be removed promptly after the ceremony.

Please be advised, parking is first come, first served at all off-beach public parking locations; saving spaces is not permitted.

Permittee shall leave beach in clean and orderly condition, satisfactory to other beach patrons and coastal wildlife.

All trash and recycling shall be placed in the appropriate bins (Grey = trash) (Blue = recycling).

If flower petals are to adorn the ceremony, they must be of real material; plastic or false petals can pose a hazard to native wildlife.

Event cannot block driving lane, dune walkover, or other public access.

Possession of this permit does not waive beach entrance fee or pavilion rental fee.

Vehicular access is dependent on beach conditions.

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**Please be advised that this is not an approved permit.** Once your request has been approved, you will receive an approved permit for the submitted event application. **Please ensure you pay the balance due before the date of your event and that you have the approved permit with you at the time of your event.**

Facility rentals are non-refundable. If cancelation is due to extreme weather conditions, Parks and Recreation Department closures or circumstances beyond your control deemed unavoidable by our department, your reservation will be rescheduled.

Thank you for your interest in hosting a special event on the beach in St. Johns County!





## RECREATION ADVISORY BOARD September 11, 2024 - Meeting Minutes

### Call to Order/Roll Call

Brad Long, Vice Chair called the meeting to order and took the roll.

Members Present: Long, Vice Chair, Marithza Ross, Bill Bowen, Marty McEachean, and Casey Van Rysdam.

Members Absent: Lauren Watkins, Chair

Also Present: Commissioner Christian Whitehurst and David Simpkins, St. Johns County School District Liaison

Recreation Staff Present: Ryan Kane, Director, Jamie Baccari, Assistant Director, Carrie Miska, Business Manager, Diane Gorski, Project Specialist

Long spoke to the historic relevance of 9/11 and reminded everyone that it had been 23 years since the terror attacks. He spoke to the grief and sadness we all feel for the families of those who lost a loved one and also to the survivors.

### Approval of the Minutes

Vice Chair called for approval of the August 14, 2024 meeting minutes and received a motion from Bowen that was seconded by McEachean. Motion passed 6/0.

### Public Comments

Vice Chair called for Public Comments for non-agenda items only and explained that each speaker would be given 3 minutes.

Chuck Wharton, Fountain of Youth, St. Augustine resident, asked for an update of the Disc Golf project. He said that additional disc golf courses were needed within the community. Kane provided an update that included announcing that the design phase had been completed and that the plans will be printed allowing the public an opportunity to review the proposed course. Discussion followed.

Justin Miller, St. Augustine South resident, shared his opposition to the Shore Drive Trail project.

### Reports

**Christian Whitehurst, County Commission Liaison**, mentioned that the funding for the Field of Dreams (FOD) ADA restrooms was included in the Bond application that would be up for approval by the Board of County Commissioners. He provided background on the FOD and shared his support for and appreciation of everyone in the community and staff who worked to make the FOD a reality. He said that he valued the work that staff completed that resulted in getting the FOD funding added to the bonding packet. There was a consensus of the RAB to offer a letter of support for the upcoming Bonding request.

**David Simpkins, St. Johns County School District Liaison**, announced that football season was underway and that the rainy weather was wreaking havoc on the schedule. He said that continuous rain was creating challenges district wide.

**Brad Long, Vice Chair**, reflected on his 5<sup>th</sup> year as a member of the RAB. He mentioned that the Park Foundation was finalizing the Canright House project. He announced that the foundation had chosen a new Director and in the process of making the offer. Discussion relating to the foundation, staffing and funding followed.

Van Rysdam shared his concerns with the potential shortfall in funding for Phase II of the Sports Funding Category III Rec & Leisure Sport Marketing Grant.

There was a consensus of the RAB to approve the January meeting date to 1/15/2025 to accommodate Phase II TDT Cat III result reporting. The meeting will take place in the Kingfisher Conference Room.

### Easter Sunday Sunrise Service Applications

There was a motion by Van Rysdam that was seconded by Bowen to recommend approval of the applications from Crescent Beach Baptist Church, Ponte Vedra Presbyterian Church, and Seaside Church for Easter Sunday Sunrise Services by the Board of County Commissioners. A brief discussion followed. The motion passed 6/0.

### Staff Reports

Ryan Kane, Director shared the following:

- The Ocean & Fishing Pier is open only for sightseeing until further notice due to work by the US Army Corps of Engineers on shoreline restoration. Fishing access is unavailable. The last 100' of the Pier are closed due eval results by structural engineer. Next steps requesting \$3 Million for repairs at Tuesday, September 19<sup>th</sup> at the BCC meeting
- FY25 Budget – 1<sup>st</sup> reading approved 5/0 with 2<sup>nd</sup> (final ) reading scheduled for 9/17/24
- 4 Parks updates – Bond request for regional parks will be requested on Tuesday, September 19<sup>th</sup> at the BCC meeting

Jamie Baccari, Assistant Director shared the following:

- Summer Camp was a huge success and the staff was exceptional
- The Family Color Run 5k will be held on Saturday., September 28 at 9 a.m. at the St. Johns County Fairgrounds
- The Hastings Trunk or Treat, Saturday, October 28, 2023 at Al Wilke Park

### RAB Member Reports

McEachean announced the West Augustine groundbreaking ceremony on September 13, 2024 at the site of its much-needed Health and Wellness Center.

McEachean motioned to adjourn and a second by Bowen to adjourn. Motion passed 6/0.