



Resolution 2020-39 Notice: Rules of Decorum

The speaker may present their viewpoint in this limited public forum without using terminology or gestures that cause a disruptive environment for public officials in the discharge of their duties or cause a disruptive environment hostile to the participation of other members of the public. Any person violating the rules of decorum as described in this section or otherwise displaying disruptive behavior, such as but not limited to, shouting, noisemaking, issuing threats, harassing or intimidating members of the public, interfering with the duties of elected or appointed officials and City staff during a public meeting, or otherwise interrupting or disrupting the proceedings may be removed from the public assembly pursuant to law.

Each speaker must comply with the following rules of decorum when addressing the commission, board or committee:

- The speaker may not address the commission, board or committee from the audience.
- The speaker may only approach the podium to speak when recognized by the chairperson.
- The speaker may not approach the dais without the chairperson's permission.
- The speaker must direct questions and comments at the commission, board or committee, through the chairperson.
- The speaker must observe the time limits set for public comment.
- The speaker at a public hearing must limit his or her comments to the subject of the hearing.
- The speaker must avoid making irrelevant, repetitive, personal, impertinent or slanderous comments.

A speaker violating these rules of decorum or otherwise disrupting a meeting may be gaveled out of order by the chairperson, and if the speaker willfully refuses to abide by the lawful order of the chairperson to cede the floor and cease and desist all disruptive behavior, the speaker may be removed for disrupting a public assembly pursuant to Chapter 871.01, Florida Statutes.



**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, AUGUST 23, 2021 - 5:00 PM
ALCAZAR ROOM**

1. CALL TO ORDER

- ◆ Roll Call
- ◆ Invocation and Pledge of Allegiance

2. ADMINISTRATIVE ITEMS

- ◆ Modification and Approval of REGULAR AGENDA

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

- 3.A. Proclamation 2021-15:** Proclaims August 26, 2021 as Women's Equality Day.
(R. Horvath, Commissioner)

4. PUBLIC COMMENTS FOR GENERAL PUBLIC COMMENTS OR FOR AGENDA ITEMS NOT REQUIRING A SEPARATE PUBLIC HEARING

- ◆ 3 minutes per individual

5. CONSENT AGENDA

6. APPEALS

7. GENERAL PUBLIC PRESENTATIONS, ITEMS OF GREAT PUBLIC IMPORTANCE, AND OTHER ITEMS REQUIRING PUBLIC HEARINGS

(PRESENTATIONS (MAXIMUM OF 10 MINUTES PER PRESENTATION)). PRESENTATIONS FOR COMMISSION MEETINGS MUST BE PRESENTED TO THE CITY MANAGER FOR APPROVAL NO LATER THAN TEN (10) WORKING DAYS PRIOR TO THE NEXT CITY COMMISSION MEETING. A PRESENTATION SUPPORT SERVICES REQUEST (AVAILABLE ON THE CITY'S WEBSITE) MUST ACCOMPANY ALL PRESENTATIONS.

7.A. General Public Presentations

7.B. Items of Great Public Importance

- 7.B.1.** Presentation required in order to apply to the Florida Department of Economic Opportunity for Round Two Rebuild Florida General Infrastructure Program for funds for projects that minimize or eliminate risks from future disasters. (*R. Franklin, Director Public Works*)

7.C. Other Items Requiring Public Hearing

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

8.A. Ordinances - Second Reading

- 8.A.1.** **Ordinance 2021-13:** Makes amendments to Chapter 11, Section 11-29, Standards of Review for Conservation Overlay Zone 2. (*I. Lopez, City Attorney*)
- 8.A.2.** **Ordinance 2021-15:** Amends Section 20-219 of the City Code to correct a scrivener's error. (*I. Lopez, City Attorney*)
- 8.A.3.** **Ordinance 2021-16:** Defines the craft alcohol industry. (*I. Lopez, City Attorney*)

8.B. Ordinances - First Reading (only if required by law)

- 8.B.1.** **Ordinance 2021-17:** Provides zoning for the craft alcohol industry. (*I. Lopez, City Attorney*)

8.C. Resolutions - Public Hearing (only if required by law)

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

9.A. Ordinances - First Reading

- 9.A.1.** **Ordinance 2021-19:** Rezoning the Sebastian Inland Harbor Planned Unit Development of 159 King Street (PID# 203350 0030, 203470 0000) to Residential General and Office. (*D. Birchim, Director Planning and Building*)
- 9.A.2.** **Ordinance 2021-20:** Rezoning the Sebastian Inland Harbor Planned Unit Development of 157 King Street (PID# 203350 0000, 203350 0010) to Residential General and Office. (*D. Birchim, Director Planning and Building*)

9.B. Resolutions

- 9.B.1.** **Resolution 2021-29:** Authorizes the execution of a one-year Construction and Maintenance Agreement to maintain colored epoxy coatings on pedestrian safety features as described in the Agreement. (*R. Franklin, Director Public Works*)

10. STAFF REPORTS AND PRESENTATIONS

- 10.A.** Introduction of Quality Engineering & Surveying LLC to the Commission. This firm will be conducting a series of informational workshops on the Flood Mitigation Assistance program which will be open to the public. (*J. Beach, Chief Resilience Officer and Richard (Buddy) Schauland, Building Official*)

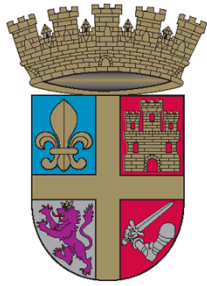
- 11. ITEMS BY CITY ATTORNEY**
- 12. ITEMS BY CITY CLERK**
- 13. ITEMS BY CITY MANAGER**
- 14. ITEMS BY MAYOR AND COMMISSIONERS**
- 15. ADJOURN**

NOTICES: In accordance with Florida Statute 286.0105: "if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." ***In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven days prior to the proceeding at the address given on the notice. Telephone 904-825-1007; 1-800-955-8771 (TDB) or 1-800-955-8770 (V) via Florida Relay Services. ***The City of St. Augustine encourages anyone wishing to present the invocation at city commission meetings to contact the City Clerk's office, to be placed on the rotation list, and encourages people of all religious affiliations or of no religious affiliation to present a non-denominational invocation to inspire us in the work of the City Commission. The materials prepared and presented are part of the City's ongoing Florida Public Records and Government in the Sunshine compliance and are not intended to be relied upon or to reach investors or the trading markets.

CONSENT AGENDA - AUGUST 23, 2021

- CA.1.** Preview of upcoming Commission meetings.
- CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON SEPTEMBER 13, 2021:**
- Ordinance 2021-17
 - Ordinance 2021-19
 - Ordinance 2021-20
- CA.3. Reminder of Upcoming Meetings:**
- September 9, 2021, 5:05pm, Special Budget Meeting CRA
 - September 9, 2021, Immediately Following CRA, Special Budget Meeting
 - September 13, 2021, 5:00pm, Regular City Commission Meeting
 - September 23, 2021, 5:05pm, Second and Final Special Budget Meeting
 - September 27, 2021, 5:00pm, Regular City Commission Meeting
- CA.4. APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS: NONE**
- CA.5. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S): NONE.**
- CA.6. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING). NONE.**
- CA.7. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED:**
- Proclamation 2021-17:** Proclaiming National Hispanic Heritage Month from September 15 to October 15 to be presented on September 13, 2021. *(T. Upchurch, Mayor)*
- CA.9.** Approval of the collective bargaining agreement between the City of St. Augustine and the Professional Firefighters of St. Augustine for a three-year period from October 1, 2021 until September 30, 2024. *(D. Hayes, Director Human Resources)*
- CA.10.** Approval of grant awarded to the St. Augustine Police Department by the Florida Department of Law Enforcement, Office of Criminal Justice Grants in the amount of \$17,264.00 which will be used for virtual training equipment. *(J. Michaux, Chief St. Augustine Police Department)*
- CA.11.** Approval of the final subdivision plat for Whispering Creek townhomes subdivision. *(D. Birchim, Director Planning and Building)*
- CA.12.** Approval of invoice from Cavendish Partners, P.A. for legal services in July 2021 regarding MASCI General Contractors, Inc. v City in the amount of \$1,149.75. *(I. Lopez, City Attorney)*

End of Consent Agenda



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

***WHEREAS**, throughout the history of our great nation, women have not been entitled the full rights and privileges, public or private, legal or institutional, which are available to male citizens of the United States; and*

***WHEREAS**, women have united and rallied together to assure that these basic rights and privileges are available to all citizens equally regardless of their sex, and*

***WHEREAS**, one-hundred years ago, on August 18, 1920, the 19th Amendment, giving women the right to vote, was finally ratified when Tennessee became the 36th state to secure adoption, after a seventy-two-year struggle by women to win that right; and*

***WHEREAS**, in 1971, the United States Congress designated August 26th as Women's Equality Day each year at the urging of U.S. Representative Bella Abzug of New York; and*

***WHEREAS**, the observance of Women's Equality Day also calls attention to women's continuing efforts toward full equality, including equal pay for equal work; and*

***WHEREAS**, the St. Augustine City Commission deems it appropriate to celebrate a hundred years of women's suffrage, the extraordinary accomplishments of women in America and throughout the world, and to renew our commitment to equality for all women, both at home and abroad.*

***NOW, THEREFORE**, the St. Augustine City Commission of the City of St. Augustine hereby designates August 26, 2021, as **WOMEN'S EQUALITY DAY** in St. Augustine and encourages all residents to celebrate by voting.*

***IN WITNESS WHEREOF**, I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 23rd day of August in the year of our Lord two thousand twenty-one and the four hundred and fifty fifth year of the founding of St. Augustine, the Nation's Oldest City.*

2021-15

Tracy Upchurch, Mayor

"Most Loyal and Valorous"

Title conferred upon the Presidio of St. Augustine by King Philip V of Spain, November 26, 1715

CITY OF ST. AUGUSTINE

M E M O R A N D U M

TO: John P. Regan, P.E.
City Manager

DATE: 08/11/2021

RE: Agenda Item for August 23, 2021 City Commission Meeting
Rebuild Florida General Infrastructure Program (GIP) Round 2

The City has been notified that it is eligible to apply to the Florida Department of Economic Opportunity (FDEO), under a special funding cycle, for Round Two Rebuild Florida General Infrastructure Program (GIP). A total of \$175,000,000 is being made available through a competitive process to support long-term mitigation efforts by assisting the State of Florida and its local governments in minimizing or eliminating the risks and reducing losses from future disasters. Eligible applications may be a minimum of \$2,000,000 with a maximum of \$175,000,000 without match requirement. The Application cycle opened June 16, 2021 and continues through September 17, 2021.

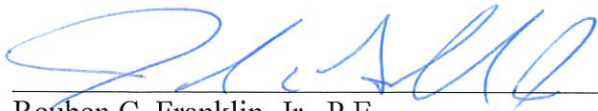
Grant funded activities that are eligible are those that demonstrate increased community resiliency. Examples of some types of projects encouraged by DEO are as follows:

- Restoration of critical infrastructure (such as water and sewer facilities, streets, removal of debris, drainage, bridges, etc.).
- Renourishment of protective coastal dune systems and state beaches.
- Building or fortifying buildings that are essential to the health, safety and welfare of a community (this can include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, schools and educational facilities, other public properties).
- Rehabilitation or construction of stormwater management systems.
- Improvements to drainage facilities.
- Reconstruction of lift stations and sewage treatment plants.
- Road repair and improvement and bridge strengthening.

Placing this item on the Commission Agenda satisfies the need for the Public Notice requirement to include availability of funding, amount of funding requested, proposed project, and allows for citizen comment.

If you concur, please place this item on the agenda for the City Commission meeting, scheduled for August 23, 2021, under General Public Presentations, Items of Great Public Importance, and Other Items Requiring Public Hearings.

As always, please do not hesitate to contact me if you have any questions. Thank you for your assistance.

A handwritten signature in blue ink, appearing to read 'R. Franklin', is written over a horizontal line.

Reuben C. Franklin, Jr., P.E.
Public Works Director

xc: Meredith Breidenstein, Assistant City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Jim Piggott, General Services Director
Jessica Beach, Public Works

PUBLIC HEARING NOTICE

THIS PUBLIC HEARING NOTICE IS ALSO AVAILABLE IN SPANISH ON THE CITY OF ST. AUGUSTINE WEBSITE LOCATED AT (www.citystaug.com)

The City of St. Augustine anticipates applying for Round Two Rebuild Florida General Infrastructure Program (GIP) funding provided by the U.S. Department of Housing and Urban Development (HUD) to support long-term mitigation efforts by assisting the State of Florida and its local governments in minimizing or eliminating the risks and reducing losses from future disasters. This program is being administered by the Florida Department of Economic Opportunity (DEO) thru the Community Development Block Grant – Mitigation (CDBG-MIT) Program. A total of four hundred seventy-five million dollars (\$475,000,000.00) in funding has been allocated by the Florida Department of Economic Opportunity (DEO) for the Rebuild Florida General Infrastructure Program. The funding will be allocated through three separate funding cycles which will be held over a three-year period with the second funding cycle, to have applications submitted to DEO on or before September 17, 2021. The amount of funding available in the second GIP application cycle is one hundred seventy-five million dollars (\$175,000,000.00). The minimum allowable grant request per application is two million dollars (\$2,000,000.00). Eligible types of projects are those that demonstrate increased community resiliency. Examples of some of the types of projects encouraged by DEO are as follows:

- Restoration of critical infrastructure (such as water and sewer facilities, streets, removal of debris, drainage, bridges, etc.).
- Renourishment of protective coastal dune systems and state beaches.
- Building or fortifying buildings that are essential to the health, safety and welfare of a community (this can include police stations, fire stations, parks and recreational centers, community and senior centers, hospitals, clinics, schools and educational facilities, other public properties).
- Rehabilitation or construction of stormwater management systems.
- Improvements to drainage facilities.
- Reconstruction of lift stations and sewage treatment plants.
- Road repair and improvement and bridge strengthening.

The City of St. Augustine anticipates applying for a total of nineteen million, four hundred sixteen thousand eight hundred and twenty-two (\$19,416,822) in funding through Round Two of the CDBG-MIT General Infrastructure Program.

Activities that are typically eligible for funding under the Community Development Block Grant (CDBG) Program as well as specific additional activities as outlined in the State of Florida CDBG-MIT Action Plan for the program are eligible projects if no other funding is available to meet the need. Applications are due in DEO no later than September 17, 2021.

The City of St. Augustine anticipates submitting applications for the following facilities:

Structure Name	Project Address	CDBG Funding
Project Administration	N/A	\$ 970,841
Lake Maria Sanchez Drainage & Seawall Project	The project involves stormwater drainage and sea wall improvements in an area south of King Street between the Intercoastal Waterway on the east and the San Sebastian River on the south and west.	\$18,445,981
	TOTAL	\$19,416,822

Additional details on the proposed activities to be undertaken will be provided at the public hearing. In developing an application for submission to DEO, the City must plan to minimize displacement of persons as a result of planned CDBG-MIT activities. In addition, the City is required to develop a plan to assist displaced persons.

The public hearing to receive citizen views concerning the community's mitigation of the impacts of future disasters will be held on **Monday, August 23, 2021, at 5:00 PM** or as soon as possible thereafter during a regular City Commission meeting to be held at the **City of St. Augustine City Hall, City Commission Meeting Room, 75 King Street, St. Augustine, FL. 32084-4386.**

Any resident wishing to know more about the proposed project should contact Ms. Denise Radovich, Grant Administration Coordinator at (904) 209-4302, or via email to dradovich@citystaug.com. Information relating to the proposed project and application to be applied for under the Second Round of CDBG-MIT, can be accessed on the City of St. Augustine website located at (www.citystaug.com). Comments from the public must be received no later than 5:00 p.m. on Friday, September 3, 2021. All comments will be considered and proposed changes to the application will be submitted to DEO. Information relating to the proposed project and application is available for review between 8:30 a.m. and 5:00 p.m. at the City of St. Augustine, City Hall located at 75 King Street, 4th Floor, Elevator "D" St. Augustine, FL 32084

The meeting is being held in a handicapped accessible facility. Non-English speaking, deaf, or visually impaired persons needing an interpreter or any handicapped person requiring special accommodation should contact Ms. Denise Radovich, Grant Administration Coordinator, at (904) 209-4302 (TDD# (800) 955-8771) (TDD) or 1(800) 955-8770 (Voice) at least 48 hours prior to the meeting.

A Fair Housing/Equal Opportunity/Handicap Accessible Jurisdiction.

AVISO DE AUDIENCIA PÚBLICA

ESTE AVISO DE AUDIENCIA PÚBLICA TAMBIÉN ESTÁ DISPONIBLE EN ESPAÑOL EN EL SITIO WEB DE LA CIUDAD DE SAN AGUSTÍN UBICADO EN (www.citystaug.com)

La ciudad de San Agustín planea solicitar la segunda ronda del programa de Reconstrucción General de la Infraestructura de la Florida (GIP por sus iniciales en inglés) para la financiación provista por el Departamento de Vivienda y Desarrollo Urbano de los E.E.U.U. (HUD por sus iniciales en inglés), en apoyo a trabajos a largo plazo de mitigación en ayuda al Estado de la Florida y a sus autoridades locales para minimizar o eliminar los riesgos y reducir las pérdidas en futuros desastres. Este programa está administrado por el Departamento de Oportunidad Económica de la Florida (DEO por sus iniciales en inglés) a través del Subsidio en Bloque de Desarrollo Comunitario – Mitigación (CDBG-MIT). Un total de cuatrocientos setenta y cinco millones de dólares (\$475.000.000,00) en fondos ha sido asignado por el Departamento de Oportunidad Económica de la Florida (DEO) para el programa de Reconstrucción General de la Infraestructura de la Florida. Los fondos serán distribuidos en tres ciclos separados que se harán en un período de tres años, en los que las solicitudes para el segundo ciclo deben ser hechas el día o antes del día 17 de septiembre de 2021. La cantidad de fondos disponibles en el Segundo ciclo de solicitudes para el GIP es de ciento setenta y cinco millones de dólares (\$175.000.000,00). La cantidad mínima de subsidio pedida en cada solicitud debe ser de dos millones de dólares (\$2.000.000,00). Las clases de proyectos que pueden recibir aprobación son los que demuestren un aumento en la capacidad de recuperación de la comunidad. Algunos ejemplos de ese tipo de proyectos estimulados por el DEO se indican a continuación:

- Restauración de la infraestructura crítica (tal como instalaciones de agua y cloacas, calles, retiro de escombros, desagüe, puentes, etc.).
- Realimentación de sistemas de dunas para protección de costas y playas del estado.
- Construcción o fortalecimiento de edificios esenciales para la salud, seguridad y bienestar de la comunidad (esto puede incluir comisarías de policía, bomberos, parques y centros de recreación, centros comunitarios y para personas de edad avanzada, hospitales, clínicas, escuelas y centros educativos, otras propiedades públicas).
- Rehabilitación o construcción de sistemas de control de bocas de tormenta.
- Mejoras de sistemas de drenaje.
- Reconstrucción de estaciones de bombeo y planta de tratamiento de aguas servidas.
- Reparación de caminos y mejoras y fortalecimiento de puentes.

La ciudad de San Agustín espera solicitar un total de diecinueve millones, cuatrocientos y dieciséis mil ochocientos veintidós (\$19,416.822) en fondos para la segunda ronda del Programa General de Infraestructura del CDBG-MIT.

Las actividades que típicamente son apropiadas para recibir fondos bajo el programa de Subsidio en Bloque de Desarrollo Comunitario (CDBG), así como algunas actividades adicionales específicas que están indicadas en el Plan de Acción del Estado de la Florida CDBG-MIT son proyectos que pueden ser aprobados si no hay otros fondos disponibles para remediar esa necesidad. Las solicitudes deben llegar al DEO no más tarde del 17 de septiembre de 2021.

La ciudad de San Agustín espera presentar solicitudes para las siguientes instalaciones:

Nombre de la estructura	Dirección del proyecto	Fondos CDBG
Proyecto de Administración	N/A	\$ 970,841
Lago María Sánchez Proyecto de drenaje y pared hacia el mar.	Este proyecto involucra el drenaje del agua de lluvia y mejoras en la pared hacia el mar en el área al sur de King Street entre el canal intra costero al este y el río San Sebastián al sur y al oeste.	\$18,445,981
	TOTAL	\$19,416,822

Se darán detalles adicionales acerca de las actividades propuestas a ser emprendidas en la audiencia pública. Al preparar una solicitud para ser presentada al DEO, la ciudad debe hacer planes para minimizar el desplazamiento de personas como resultado de las actividades CDBG-MIT planeadas. Además, la ciudad debe desarrollar un plan de

asistencia a las personas desplazadas.

La audiencia pública para recibir opiniones de los ciudadanos con respecto a la mitigación del impacto de futuros desastres se hará el **lunes 23 de agosto de 2021 a las 5:00 de la tarde** o tan pronto sea posible más tarde durante la reunión regular de la Comisión de la Ciudad que se llevará a cabo la **Municipalidad de la ciudad de San Agustín, Sala de Reuniones de la Comisión de la Ciudad, 75 King Street, San Agustín, FL. 32084-4386.**

Cualquier residente que desee más información acerca del Proyecto propuesto debe conectarse con la Sra. Denise Radovich, Coordinadora de la Administración del Subsidio al (904) 209-4302, o por correo electrónico a dradovich@citystaug.com. La información acerca del Proyecto propuesto y de la solicitud a ser presentada para la segunda ronda de CDBG-MIT puede obtenerse en la página web de la ciudad de San Agustín en (www.citystaug.com). Los comentarios del público deben recibirse a más tardar a la 5:00 de la tarde del viernes 3 de septiembre de 2021. Todos los comentarios serán considerados y los cambios propuestos en la solicitud serán presentados al DEO. La información acerca del Proyecto propuesto y de la solicitud está disponible para ser revisada entre las 8:30 de la mañana y las 5:00 de la tarde en la ciudad de San Agustín, la Municipalidad situada en 75 King Street, 4º piso, ascensor "D", San Agustín, FL 32084.

La reunión se hará en un edificio accesible a discapacitados. Las personas que no hablen inglés, los sordos o de visión afectada que necesiten un intérprete, o cualquier persona discapacitada que tenga necesidades particulares debe contactarse con la Sra. Denise Radovich, Coordinadora de la Administración del Subsidio al (904) 209-4302 (TDD# (800) 955-8771) (TDD) o 1(800) 955-8770 (voz) al menos 48 horas antes de la reunión.

Una jurisdicción accesible a Vivienda Justa / Igual Oportunidad / Discapacitados.



CITY OF
ST AUGUSTINE
— EST. 1565 —

City Commission

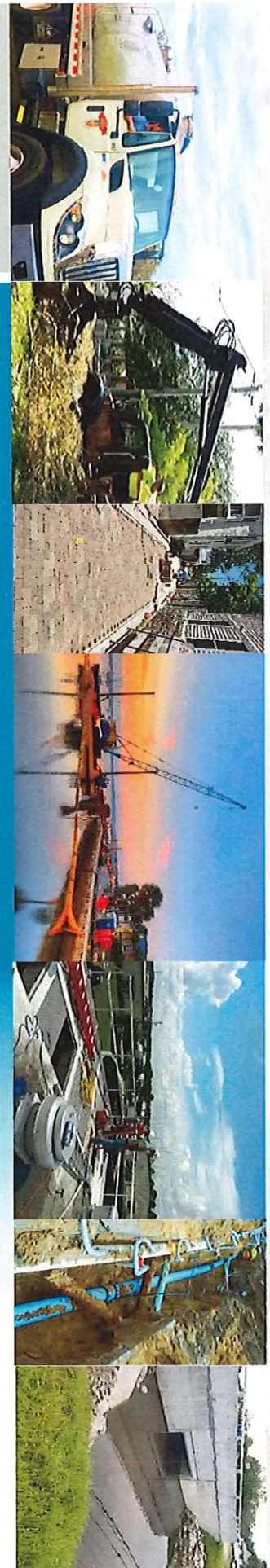
Rebuild Florida

General Infrastructure Program

August 23, 2021

Reuben C. Franklin, Jr., P.E. Director, Public Works

Jessica L. Beach, P.E. Chief Resilience Officer





Rebuild Florida General Infrastructure Program

❖ Funding opportunity through the U.S. Department of Housing and Urban Development (HUD)

- Program administered through the State by the Florida Department of Economic Opportunity (DEO)
 - General Infrastructure Program (GIP) – Round 2
 - \$175M for long-term mitigation efforts available
 - Minimum allowable grant request per application is \$2M
 - Eligible types of projects are those that demonstrate increase community resilience. Examples of such projects include,
 - Restoration of critical infrastructure (such as water and sewer facilities, streets, drainage, etc.)
 - Rehabilitation or construction of stormwater management systems
 - Improvements to drainage facilities
 - Road repair and improvement and bridge strengthening



Rebuild Florida General Infrastructure Program

❖ Funding opportunity through the U.S. Department of Housing and Urban Development (HUD)

- Program administered through the State by the Florida Department of Economic Opportunity (DEO)
 - Application deadline is September 17, 2021
 - Provide opportunity for public comments on the proposed project
 - The City anticipates submitting an application for the following:

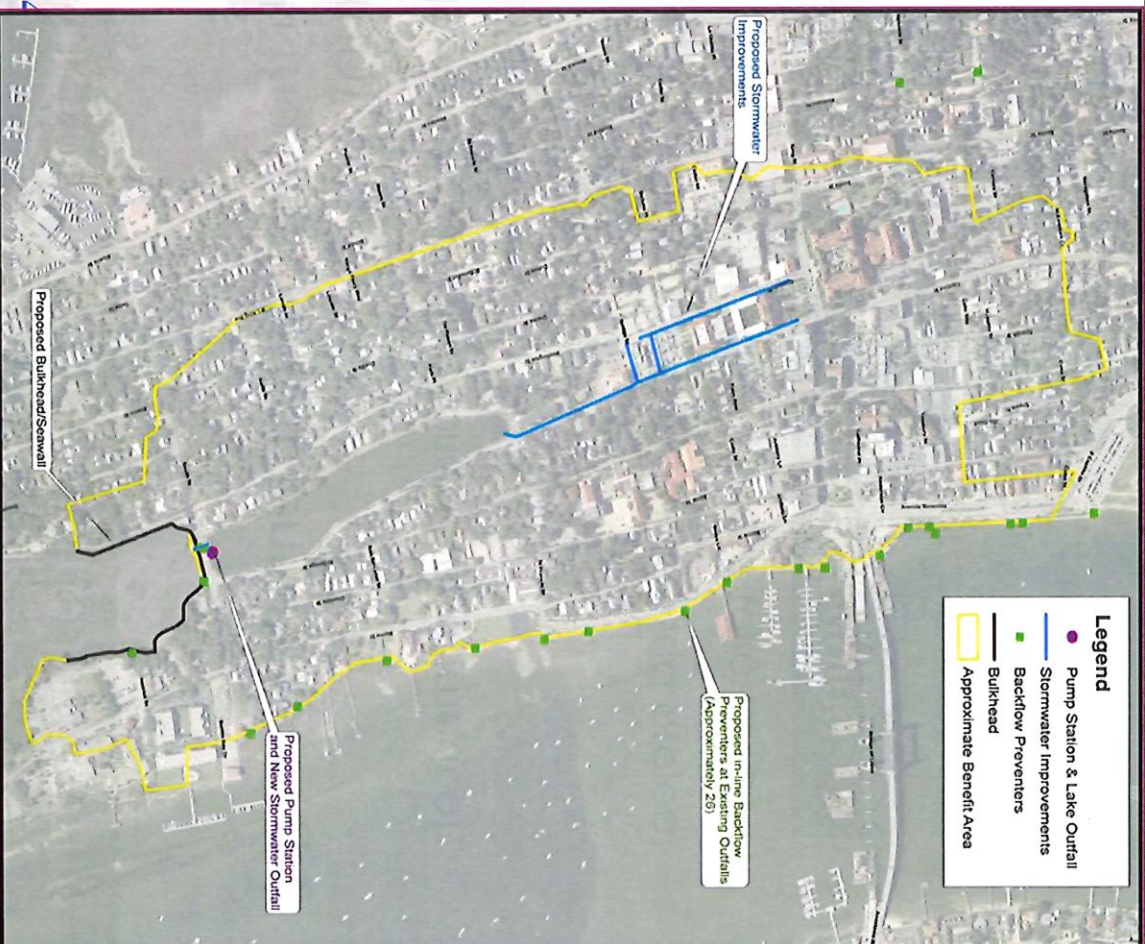
Description	Project Location	CDBG Funding
Project Administration	N/A	\$ 970,841
Lake Maria Sanchez Drainage & Seawall Project	The project involves stormwater drainage and a new sea wall in an area south of King Street between the Intercoastal Waterway on the east and the San Sebastian River on the south and west.	\$ 18,445,981
TOTAL		\$ 19,416,822



ST AUGUSTINE
CITY OF
EST. 1565

Lake Maria Sanchez Flood Mitigation and Drainage Improvement Project

- ❖ Hurricane Matthew – Federal Funding Available through the Hazard Mitigation Grant Program (HMGP) – #1 ranked project, City received funding and design was initiated in September 2018
- ✓ Proposed stormwater pump station
- ✓ Proposed flood wall (or seawall)
- ✓ Proposed major stormwater infrastructure upgrades
- ✓ Replace utilities in conflict with the proposed stormwater system
- ✓ Proposed tide check valves in stormwater outfalls





ST AUGUSTINE
CITY OF
EST. 1565

Lake Maria Sanchez Flood Mitigation and Drainage Improvement Project

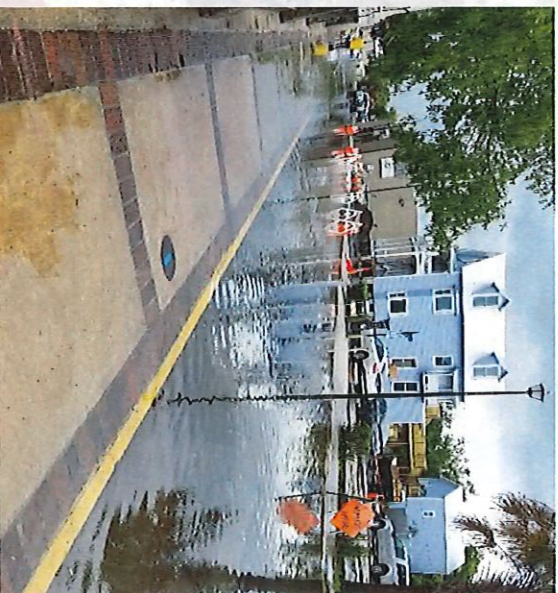
❖ Flood Protection (Structures)

- ✓ Estimated 200 Acre Benefit Area
- ✓ 25-Year Storm Event + 2050 Sea Level Rise (6.4 Feet Storm Surge)
- ✓ Protect 186 Structures (Currently at Risk) —



❖ Flood Protection (Roadways)

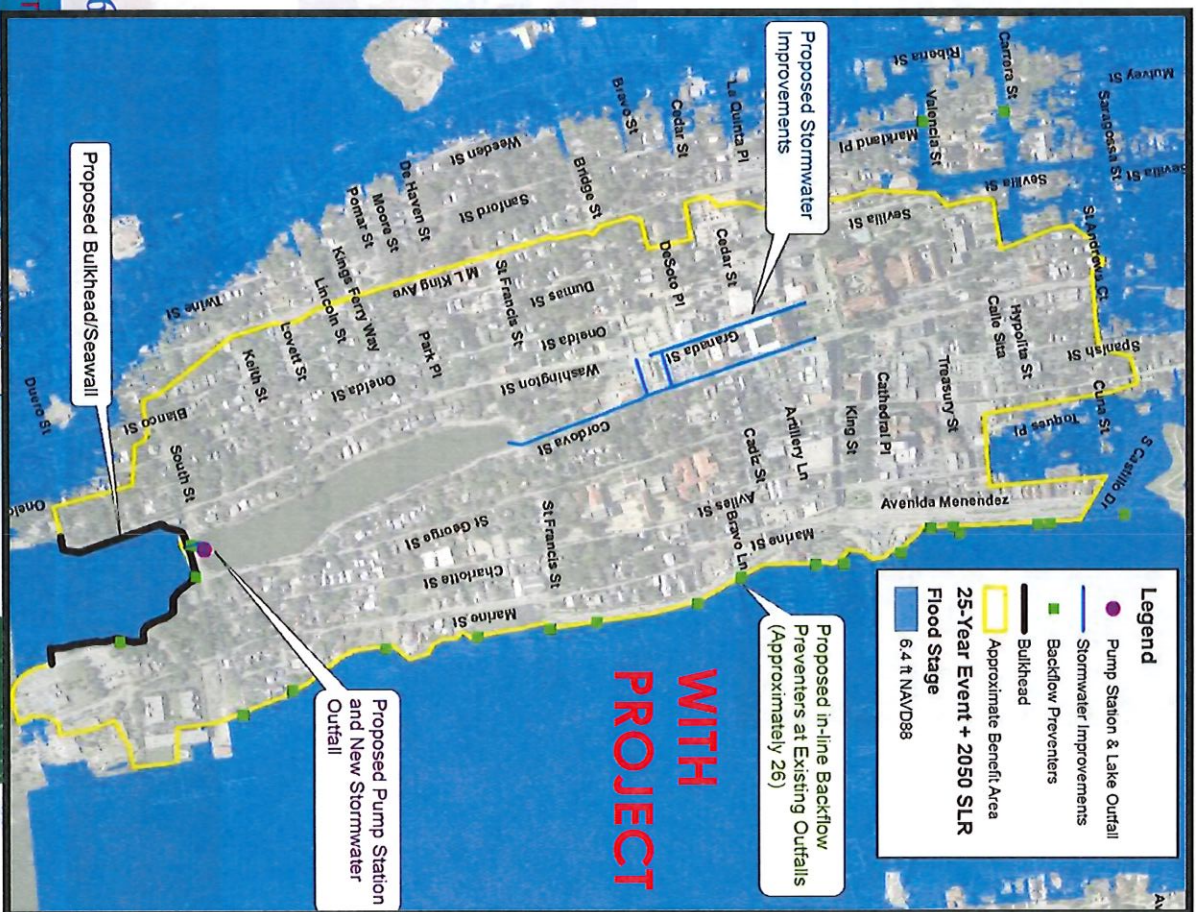
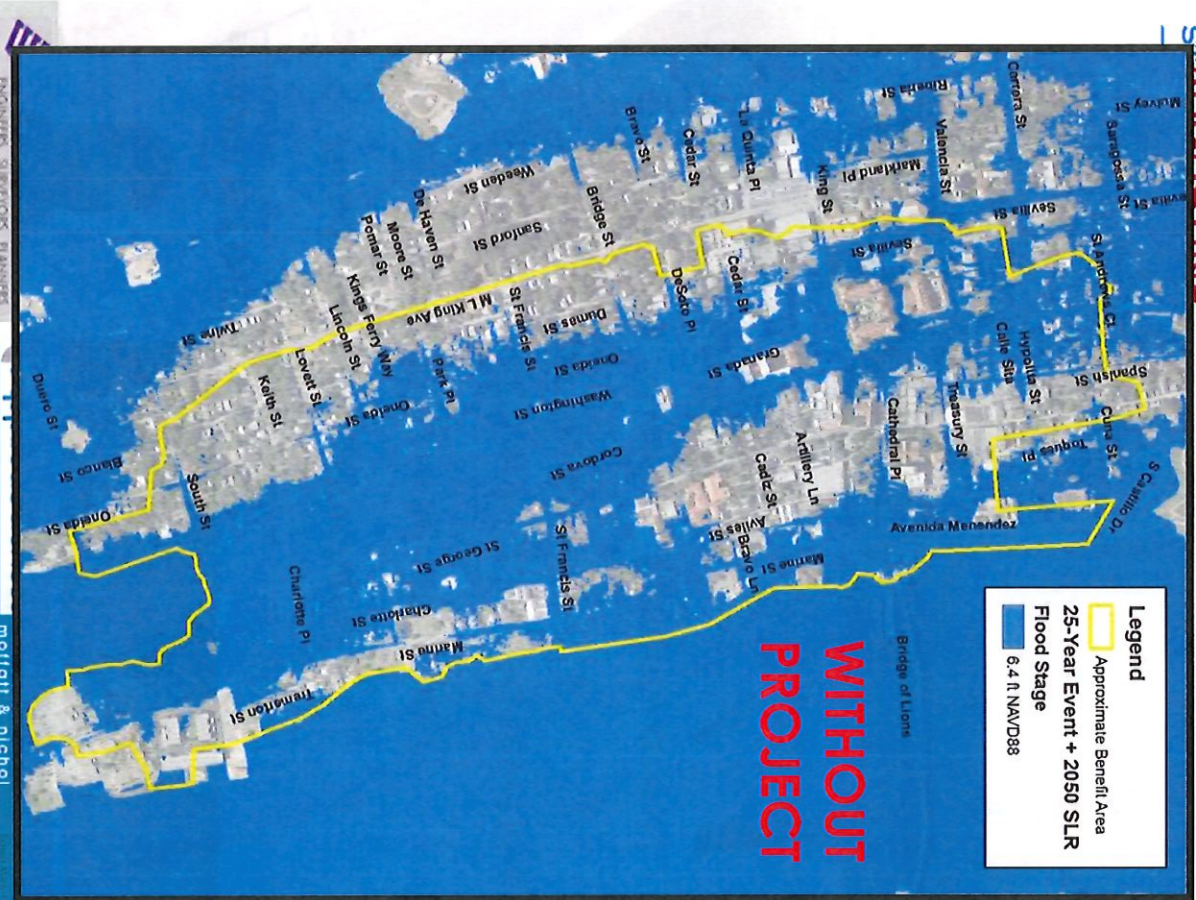
- ✓ 10-Year, 24-Hour Rainfall Event Level of Service (7.6 inches)
- ✓ Protected from Coastal Flooding
- ✓ Reduces both Depth and Duration of flooding





Lake Maria Sanchez Flood Mitigation and Drainage Improvement Project

CITY OF
SAN AUGUSTINE





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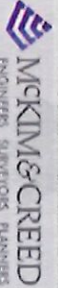
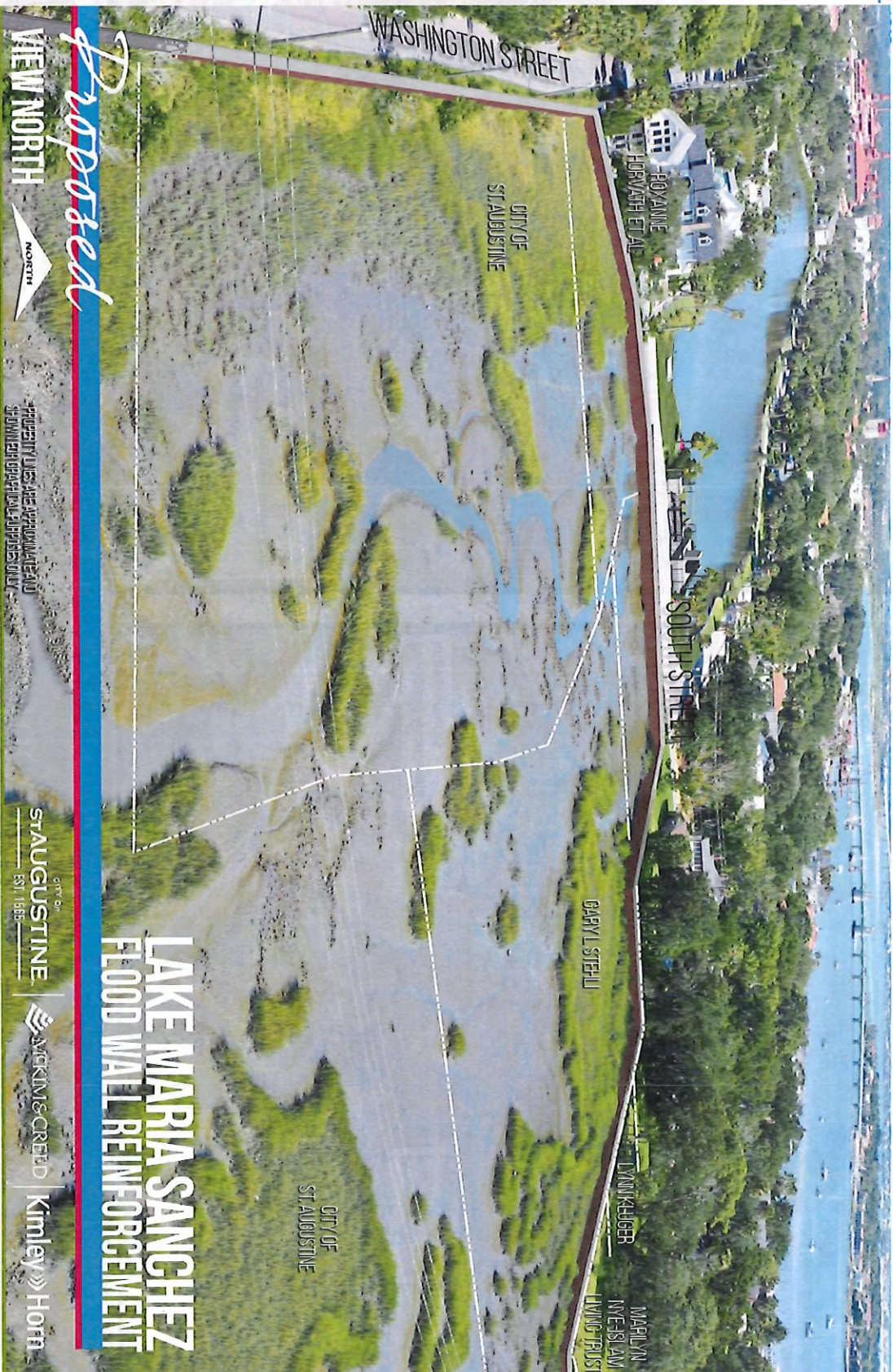


CITY OF

ST AUGUSTINE

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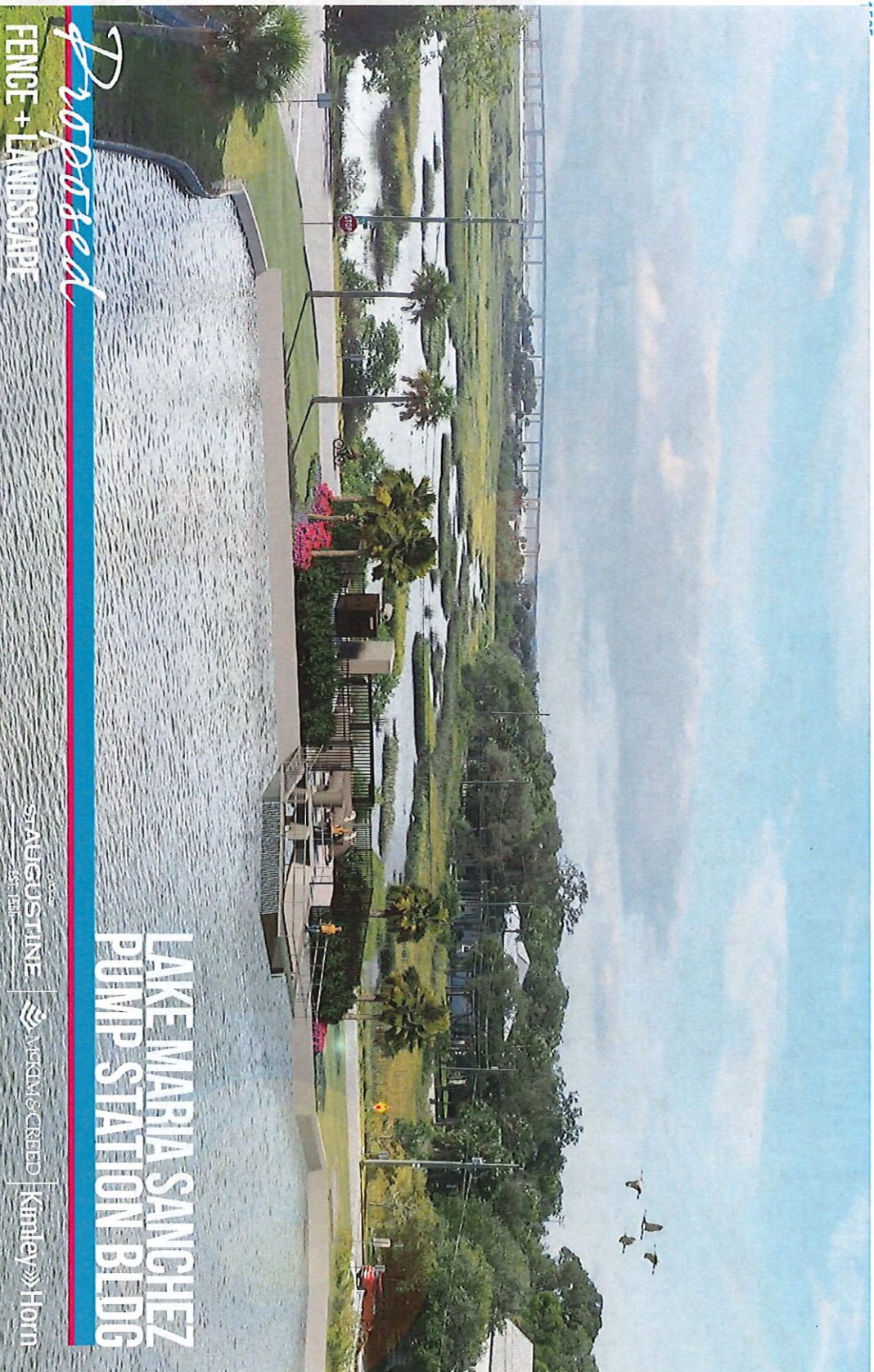
Lake Maria Sanchez Flood Mitigation and Drainage Improvement Project





CITY OF
ST. AUGUSTINE
EST. 1565

Lake Maria Sanchez Flood Mitigation and Drainage Improvement Project



ST. AUGUSTINE
EST. 1565



McKIM & CREED
KIMLEY-HORN

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ENGINEERS SURVEYORS PLANNERS

Applied Sciences

moffatt & nichol

Kimley-Horn

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SEARCH

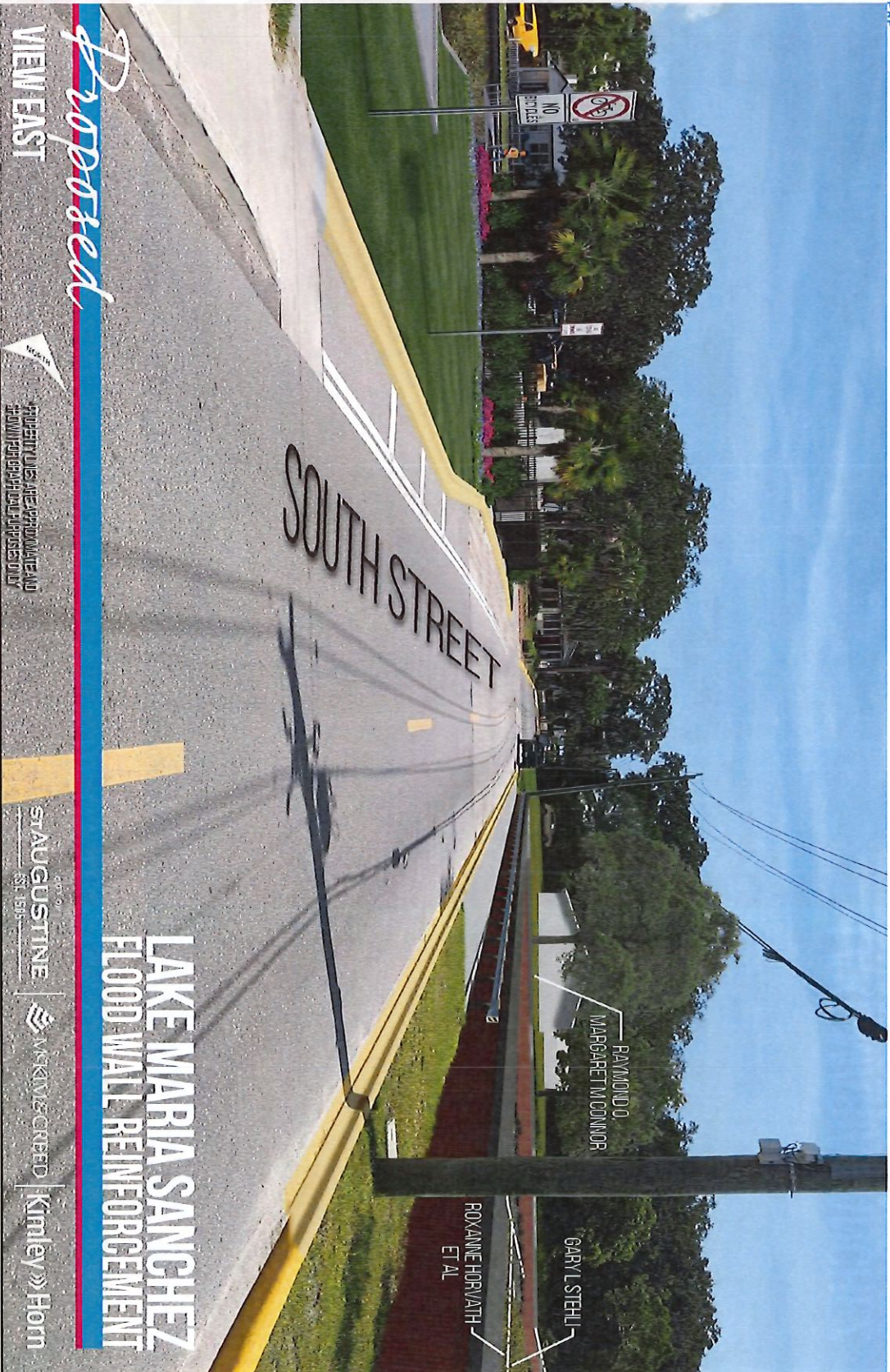
CARTER
ENVIRONMENTAL SERVICES

FEMA



CITY OF
ST AUGUSTINE
EST. 1565

Lake Maria Sanchez Flood Mitigation and Drainage Improvement Project



Proposed
VIEW EAST

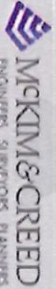
PROJECT LOCATION AND
STREET REINFORCEMENT

ST AUGUSTINE
EST. 1565
MCKIM & CREED
KIMLEY-HORN

LAKE MARIA SANCHEZ
FLOOD WALL REINFORCEMENT

RAYMOND,
MARGARET MCDONNOR

GARY L STEHL
ROXANNE HORVATH
ET AL





Additional Questions and Commission Discussion

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice-Mayor, and members of the City Commission

DATE: August 10, 2021

RE: **ORDINANCE 2021-13: STANDARDS OF REVIEW FOR CONSERVATION OVERLAY ZONE 2**

Recent correspondence from a citizen highlighted some inconsistencies within Section 11-29(b) regarding permitted structures within Conservation Overlay Zone 2. Specifically, the language regarding "[t]he first (landward of the most restrictive jurisdictional line) twenty-five (25) feet in Conservation Overlay Zone 2 shall remain undeveloped" appears to prohibit structures such as bulkheads, seawalls, or even walkways to permitted docks in Conservation Overlay Zone 1.

The City Commission noted this discrepancy and directed staff to update the City Code to provide for that consistency in regard to the permitted structures. In addition, the City Commission directed staff to take a holistic view of overall consistency with the Conservation and Coastal Management Goals of the Comprehensive Plan. These more in-depth changes will begin in the coming fiscal year as they require the services of an environmental consultant.

The Planning and Zoning Board reviewed these amendments and made positive recommendation for approval at its July 6, 2021, meeting.

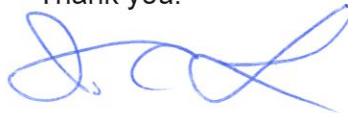
The amendments to address consistency for review of Conservation Overlay Zone 2 include:

- Addition of language to ensure consistency with the definition of Conservation Overlay Zone 2 to protect Zone 3 from extreme high-water conditions.
- Addition of language to clarify that the items provided in subsections (1) – (4) are permitted structures.
- Addition of language to clarify that bulkheads, seawalls, and retaining walls are permitted structures.

Based on questions from the City Commission at its August 9, 2021 meeting, additional clarification has been added to define the jurisdictional line, and to explain the 10% calculation of the buffer.

Please place Ordinance 2021-13 on the regular City Commission agenda for second reading on August 23, 2021.

Thank you.



Isabelle C. Lopez
City Attorney

xc: David Birchim, Planning & Building Director
Darlene Galambos, City Clerk

Agenda Title:

Amendments to Chapter 11, Section 11-29, Standards of Review for Conservation Overlay Zone 2.

ORDINANCE NO. 2021-13

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING CHAPTER 11, ARTICLE II, SECTION 11-29 PROVIDING CLARIFICATION AND CONSISTENCY OF PERMITTED STRUCTURES; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 11, Article II, Section 11-27 of the City of St. Augustine code defines Conservation Overlay Zone 2 and provides that a primary purpose of Zone 2 is to protect Conservation Overlay Zone 3 from extreme high-water conditions; and

WHEREAS, certain language contained within Section 11-29(b) providing for standards of review for Conservation Overlay Zone 2 appears to conflict with the defined purpose of Zone 2 and with the permitted activities as identified in subsections (1) – (4); and

WHEREAS, amendment is necessary to provide clarification and consistency internally; and

WHEREAS, after review, the Planning and Zoning Board recommended approval of the amendments at its July 6, 2021 regular meeting; and

WHEREAS, the City Commission for the City of St. Augustine finds that it is in the best interest of public health, safety and general welfare that the following amendments be adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. Amending Chapter 11, Article II, Section 11-29. Chapter 11, Article II, Section 11-29 of the Code of the City of St. Augustine, is hereby amended as follows:

“Sec. 11-29 – Standards for review.

...

- (b) Permits for structures and uses located within Conservation Overlay Zone 2 shall be issued only for those structures and related uses which are determined as having no significant negative impact on adjacent natural systems by either individual or cumulative effect. and consistent with the purpose of Conservation Overlay Zone 2 to protect the functional integrity of Zone 1 and to protect Zone 3

from extreme high-water conditions. At no time shall the impervious area in Conservation Overlay Zone 2 exceed twenty-five (25) percent without that area receiving treatment equivalent to the St. Johns River Water Management District water quality treatment provisions required when new development is proposed along an unaltered shoreline. The first (landward of the most restrictive jurisdictional line, which may be the mean high-water line or wetlands jurisdictional line) twenty-five (25) feet, measured in width perpendicular to the most restrictive jurisdictional line, in Conservation Overlay Zone 2 shall remain undeveloped except as provided in (1) – (4) of this subsection. ~~or, if~~ the area is already disturbed, a restoration plan is required. The planning and zoning board is authorized to impose limitations in the following manner so as to avoid damage to adjacent salt marshes and the vegetative communities contained therein, to eliminate any harm to any animal, fish or shellfish life contained therein, to avoid blocking Conservation Overlay Zone 1 vistas and scenic opportunities, and to enhance those vistas and scenic opportunities which are determined to benefit the public as a whole. Rear or side lot drainage from grassed or altered areas of new development along an altered shoreline not directed to a water management system may be discharged to an adjacent water body/wetland; however, the area not treated must be compensated elsewhere in the system. This may be accomplished by providing additional water quality treatment in the system equivalent to that which will be discharged untreated. Water discharged shall be at non-erosive velocities. Rear or side lot drainage from grassed or altered areas of new development along an unaltered shoreline not directed to a water management system may be discharged to an adjacent water body/wetland through the twenty-five (25) feet buffer (water discharged shall be at non-erosive velocities), with the following permitted activities:

...

- (4) ~~Reasonably sized bB~~ Bridges, paths, walkways, gazebos, docks and decks, bulkheads, seawalls, and retaining walls, and accessways to such amenities are permitted across the buffer provided such activities have minimal impact to the wetlands and are scaled to preserve the integrity of the buffer (less than ten (10) percent of the total area calculation of the buffer). These structures must demonstrate that they are of a reasonable, compatible scale to similar structures in the neighboring area. Structures in Conservation Overlay Zone 2 that are connected to adjacent structures in Zones 1 or 3 shall be sized relative to that adjacent structure and be designed so as to minimize off-site visual and environmental impacts. The applicant will present any mitigating design and environmental elements as part of the review of the structure in Conservation Overlay Zone 2.

...”

Section 2. Inclusion in Code. The City Commission intends that the provisions of this ordinance shall become and shall be made part of the Code of the City of St. Augustine, that the sections of this ordinance may be renumbered or re-lettered and that the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

Section 3. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Section 5. Effective Date. This ordinance shall become effective upon passage.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2021.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: August 10, 2021

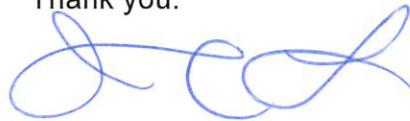
RE: **ORDINANCE 2021-15: AMENDING SEC. 20-219 TO CORRECT SCRIVENER'S ERROR**

Please find attached Ordinance 2021-15 amending Section 20-219 of the City Code regarding the Firefighters' Pension Trust Fund to correct a scrivener's error.

Pedro Herrera, counsel for the Firefighters' Pension board, was notified of the amendment by email correspondence on August 2, 2021 and had no objection to same.

Please place Ordinance 2021-15 on the regular City Commission agenda for second reading on August 23, 2021.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

xc: Meredith Breidenstein, Assistant City Manager
Darlene Galambos, City Clerk

Agenda Title:

Amends Section 20-219 of the City Code to correct a scrivener's error.

ORDINANCE NO. 2021-15

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING SECTION 20-219 OF THE CODE OF THE CITY OF ST. AUGUSTINE TO CORRECT A SCRIVENER'S ERROR IN ORDINANCE NO. 2020-33 RELATING TO THE FIREFIGHTERS' PENSION TRUST FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 14, 2020, the City Commission passed Ordinance No. 2020-33 amending Chapter 20 of the Code of the City of St. Augustine relating to Firefighters' Pension Trust Fund, which ordinance became effective December 24, 2020; and

WHEREAS, Ordinance No. 2020-33 contains a scrivener's error in Section 20-219; and

WHEREAS, the City Commission for the City of St. Augustine finds that it is in the best interest of public health, safety, and general welfare that the following amendments be adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. Amending Chapter 20, Article V, Section 20-219. Chapter 20, Article V, Section 20-219 of the Code of the City of St. Augustine is hereby amended to read as follows:

"Sec. 20-219. – Supplemental benefit component for special benefits; Chapter 175 share accounts.

...

(3) (f) *Payment of Benefits.* If a member or DROP participant terminates employment for any reason or dies and he/she or their beneficiary is otherwise entitled to receive the balance in the member's share account, the member's share account shall be valued by the plan's actuary on the next valuation date following death or termination of employment. Payment of the share account balance shall be made as soon as administratively practicable following the valuation date, but not later than one hundred ~~fifty-eighty~~ (180) days following the valuation date."

Section 2. Inclusion in Code. The City Commission intends that the provisions of this ordinance shall become and shall be made part of the Code of the City of St. Augustine, that the sections of this ordinance may be renumbered or re-lettered and that the word

ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

Section 3. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Section 5. Effective Date. This ordinance shall become effective immediately upon passage, pursuant to Section 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2021.

Tracy Upchurch, Mayor-Commissioner

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: August 10, 2021

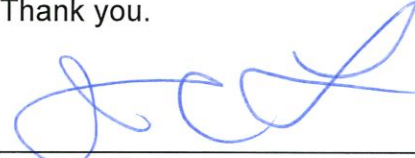
RE: **ORDINANCES 2021-16: CRAFT ALCOHOL INDUSTRY**

The existing City Code dates back to the 1970s when emerging artisanal alcohol crafts were not commonplace. Our code does not currently have a clear definition for this industry. The enclosed proposed ordinance creates a definition for craft alcohol industry. The Planning Division assisted in confirming that no existing craft alcohol industry business would be negatively affected by this ordinance.

The Planning and Zoning board heard this ordinance on August 10, 2021 and recommended approval to the City Commission.

Please place Ordinance 2021-16 on the regular City Commission agenda for second reading on August 23, 2021.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

xc: Meredith Breidenstein, Assistant City Manager
Darlene Galambos, City Clerk (*with original*)

Agenda Title:

Ord 2021-16: Defining craft alcohol industry.

ORDINANCE NO. 2021-16

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 28, SECTION 28-2 TO INCLUDE THE DEFINITION OF CRAFT ALCOHOL INDUSTRY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Florida legislature has expanded the types of permitting opportunities for Florida craft industries such as craft distilleries and craft breweries; and

WHEREAS, the City of St. Augustine has some existing establishments that have been permitted over the years as craft retailers, restaurants, bars, or other uses that did not clearly define the emerging industry related to craft distilleries, breweries, wineries or cideries; and

WHEREAS, the City of St. Augustine wants to create one consistent definition for the manufacturing of alcoholic beverages and appropriately zone for this emerging type of manufacturing; and

WHEREAS, the City of St. Augustine already regulates the sale and consumption on-site of alcoholic beverages, and treats all such on-premises consumption as a bar under the City's definition, and a craft alcohol industry establishment that also provides for on-premises consumption would have to be comply with these existing regulations; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. Amendment to Chapter 28, Article I, Section 28-2. Chapter 28, Article I, Section 28-2 is hereby amended, as follows:

"Sec. 28-2. - Definitions.

For the purpose of this chapter, certain words and terms used herein shall be interpreted to have meanings as defined below. Where words or terms are not defined, they shall have their ordinarily accepted meanings or such as the context may imply. Words used in the present tense include the future; the singular number includes the plural and the plural includes the singular. The word "shall" is mandatory; the word "may" is permissive. The word "used" or "occupied" includes the words "intended, designed or arranged to be used or occupied." The word "lot" includes the word "plot" or "parcel." The word "structure" includes the word "building" as well as other things constructed or erected on the ground, attached to something having location on the ground, or requiring construction or erection on the ground. The word "land" includes the word "marsh," "water" or "swamp." The word "map" shall mean the "Zoning Maps of the City of St. Augustine, Florida" and the "city" shall mean the City of St. Augustine, Florida, a corporation of the State of Florida.

...

Craft alcohol industry means any establishment in the business of brewing or distilling malt, vinous or other alcoholic beverages on-site, regardless of its underlying state licensing or marketing nomenclature where the manufacturing and production for sale of alcohol for human consumption takes place on-site, such as but not limited to, craft brewery, craft distillery, winery or wine production, cidery or cider production, and micro-sized similar establishments. If a craft alcohol industry establishment sells alcoholic beverages for consumption on the premises, the establishment must also be zoned for, and comply with, the regulations of a Bar, cocktail lounge, saloon or tavern as defined in this code, unless otherwise exempt.

..."

Section 2. Inclusion in Code. The City Commission intends that the provisions of this ordinance shall become and shall be made part of the Code of the City of St. Augustine, that repealed language shall be removed and that the sections of this ordinance may be re-numbered or re-lettered and that the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

Section 3. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

Section 5. Effective Date. This ordinance shall become effective ten (10) days after passage, pursuant to § 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____
day of _____, 2021.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: August 10, 2021

RE: **ORDINANCE 2021-17: CRAFT ALCOHOL INDUSTRY ZONING**

The existing City Code dates back to the 1970s when emerging artisanal alcohol crafts were not commonplace. Our code does not clearly provide for an appropriate zoning district or districts for this activity. Over time, the City has permitted gastropubs, microbreweries, micro distilleries, and other specialty artisanal craft alcohol producers under various zoning districts, in a case-by-case manner.

A few months ago, the City Commission adopted an ordinance clarifying that the purchase and consumption of alcohol by the glass for on-site consumption would be deemed a bar under our local zoning. This regulation is unaffected by this proposed ordinance. The enclosed proposed ordinance simply provides for where this type of manufacturing or production is allowed per zoning. The Planning Division assisted in confirming that no existing craft alcohol industry business would be negatively affected by this ordinance. In addition, our proposed language also mirrors the same conditions found in that zoning category for similar industries.

The Planning and Zoning board heard this ordinance on August 10, 2021 and recommended approval to the City Commission.

Please place Ordinance 2021-16 on the regular City Commission agenda for first reading on August 23, 2021.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

xc: Meredith Breidenstein, Assistant City Manager
Darlene Galambos, City Clerk (*with original*)

Agenda Title:

Ord 2021-17: Providing zoning for craft alcohol industry.

ORDINANCE NO. 2021-17

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 28, SECTIONS 28-165, 28-167, 28-184, 28-185, 28-207, 28-208, 28-209 AND 28-226 TO ALLOW FOR CRAFT ALCOHOL INDUSTRIES AS A PERMITTED USE; AMENDING CHAPTER 28, SECTION 28-206 TO ALLOW FOR CRAFT ALCHOHOL INDUSTRIES AS A PERMITTED USE BY EXCEPTION; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Florida legislature has expanded the types of permitting opportunities for Florida craft industries such as craft distilleries and craft breweries; and

WHEREAS, the City of St. Augustine has some existing establishments that have been permitted over the years as craft retailers, restaurants, bars, or other uses that did not clearly define the emerging industry related to craft distilleries, breweries, wineries or cideries; and

WHEREAS, the City of St. Augustine wants to create one consistent definition for the manufacturing of alcoholic beverages and appropriately zone for this emerging type of manufacturing; and

WHEREAS, the City of St. Augustine already regulates the sale and consumption on-site of alcoholic beverages, and treats all such on-premises consumption as a bar under the City's definition, and a craft alcohol industry establishment that also provides for on-premises consumption would have to be comply with these existing regulations; and

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

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. Amending the Code of the City of St. Augustine. Sections 28-165, 28-167, 28-184, 28-185, 28-207, 28-208, 28-209 and 28-226 of the Code of the City of St. Augustine are hereby amended, as follows:

“Sec. 28-165. - Residential and general office: RGO.

Intent. This district is intended to apply to those neighborhoods designated for mixed residential and commercial uses so as to create a medium intensity residential and low intensity commercial mix of uses.

(1) *Permitted uses and structures:*

...

k. Craft alcohol industry.

...”

“Sec. 28-167. - Residential and general office-A: RGO-A.

Intent. This district is intended to apply to those neighborhoods designated for mixed residential and commercial uses so as to create a medium intensity residential and low intensity commercial mix of uses.

(1) *Permitted uses and structures.*

...

k. Craft alcohol industry.

...”

“Sec. 28-184. - Historic preservation district: HP-2.

Intent. This district is intended to provide a mix of commercial and residential uses that will encourage the restoration and reproduction of historic structures and maintain the historic and pedestrian scale of the neighborhood.

(2) *Permitted uses and structures:*

...

l. Craft alcohol industry, but not wholesale storage and distribution (See definitions of craft alcohol industry and bar, cocktail lounge, saloon or tavern).

...”

“Sec. 28-185. - Historic preservation district: HP-3.

Intent. This district is intended to provide a mix of commercial and residential uses that will encourage the restoration and reproduction of historic structures and maintain the historic and pedestrian scale of the neighborhood.

(2) *Permitted uses and structures:*

...

k. Craft alcohol industry, but not wholesale storage and distribution (See definitions of craft alcohol industry and bar, cocktail lounge, saloon or tavern).

...”

“Sec. 28-207. - Commercial low-two: CL-2.

Intent. This district is intended to apply to areas where low intensity commercial uses may be located to serve one (1) or more neighborhoods. The CL-2 district is not intended for use by medium intensity commercial uses but low traffic generating commercial uses are encouraged.

(1) *Permitted uses and structures:*

...

g. Craft alcohol industry. Wholesaling from sample stocks only, provided no manufacturing or storage for distribution is permitted on the premises.

...”

“Sec. 28-208. - Commercial medium-one: CM-1.

Intent. This district is intended to apply to areas where adequate lot depth is available to provide meaningful development for service-oriented automotive uses, tourist accommodations, attractions and supporting facilities. It is not intended that this district become or be used for strip commercial purposes.

(1) *Permitted principal uses and structures:*

...

g. Craft alcohol industry. Wholesaling from sample stocks only, provided no manufacturing or storage for distribution is permitted on the premises.

...”

“Sec. 28-209. - Commercial medium-two: CM-2.

Intent. This district is intended to apply where adequate traffic circulation capacity is available to provide medium intensity automotive oriented commercial and service uses and related facilities. It is not intended that this district become or be used for strip commercial purposes.

(1) *Permitted uses and structures:*

...

n. Craft alcohol industry. See also Sec. 28-209 d. for limitations on any type of wholesale, jobber or distributorship business.

...”

“Sec. 28-226. - Industrial and warehousing: IW.

Intent. This district is intended to allow light manufacturing and related service, storage and commercial uses.

(1) *Permitted uses and structures:*

...

m. Craft alcohol industry, but no retail sales

...”

Section 2. Amending the Code of the City of St. Augustine. Sections 28-206 of the Code of the City of St. Augustine are hereby amended, as follows:

“Sec. 28-206. - Commercial low-one: CL-1.

Intent. This district is intended to apply to areas where small groups of low intensity commercial uses may be appropriately located to serve within convenient traveling distance from one (1) or several neighborhoods. The CL-1 district is not intended for use by medium intensity commercial uses such as service stations, vehicle repair and sales, etc. However, professional and business offices and similar uses are encouraged.

(3) *Permissible uses by exception:*

...

k. Craft alcohol industry, limited to alcohol by volume (ABV) not to exceed 14%, such as but not limited to, beer and wine, Wholesaling from sample stocks only, provided no manufacturing or storage for distribution is permitted on the premises.

...”

Section 3. Inclusion in Code. The City Commission intends that the provisions of this ordinance shall become and shall be made part of the Code of the City of St. Augustine, that repealed language shall be removed and that the sections of this ordinance may be re-numbered or re-lettered and that the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

Section 4. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. Severance of Invalid Provisions. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is held to be invalid or unconstitutional

by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 6. Effective Date. This ordinance shall become effective ten (10) days after passage, pursuant to § 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2021.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: August 23, 2021

RE: **Ordinance 2021-19 – Rezoning the Sebastian Inland Harbor Planned Unit Development (PUD) to Residential General and Office (RGO) – 159 King Street (PID# 203350 0030, 203470 0000)**

The Sebastian Inland Harbor Planned Unit Development property at 159 King Street and 90 Riberia Street (PID#203350 0030, 203470 0000) is owned by SA Marina Holdings, LLC and it is located south of Sebastian Harbor Drive. The property is undeveloped, it is approximately 9.88 acres in size and it is adjacent to the San Sebastian River on the west side and Riberia Street on the east side.

On August 10, 2021, the Planning and Zoning Board made a positive recommendation to amend the zoning of the property from Planned Unit Development (PUD) to Residential General and Office (RGO).

The existing PUD allows for all uses within the RGO zoning district, so this rezoning will not change the allowable uses for the property. (see attached PUD and RGO zoning descriptions)

The underlying Future Land Use Map (FLUM) designation of Residential Medium Density/Mixed Use will not change and the RGO zoning category is compatible with this future land use category.

I have included a chronology and zoning comparative analysis for your reference.

Please place Ordinance 2021-19 on the August 23, 2021 City Commission agenda of first reading.



David Birchim, AICP
Director, Planning and Building Department

ORDINANCE NO. 2021 - 19

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE ZONING FOR APPROXIMATELY 9.88 ACRES OF PROPERTY LOCATED ON THE SOUTH SIDE OF SEBASTIAN HARBOR DRIVE AND WEST OF RIBERIA STREET, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT CLASSIFICATION OF PLANNED UNIT DEVELOPMENT (PUD) TO THE CLASSIFICATION OF RESIDENTIAL GENERAL OFFICE (RGO); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Augustine, Florida finds that all legal requirements have been met, a public hearing has been held and the Planning and Zoning Board has recommended that parcels of property containing approximately 9.88 acres located on the south side of Sebastian Harbor Drive, west of Riberia Street in the City of St. Augustine, being more fully described herein, should amend the zoning classifications;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. The following described property, containing approximately 9.88 acres located on the south side of Sebastian Harbor Drive, west of Riberia Street in the City of St. Augustine, is hereby amended from the zoning classification of Planned Unit Development (PUD) to the classification of Residential General Office, also known as Parcel # 203350 0030 and 203470 0000 and as more fully described in the attached legal description.

Section 2. The City Planning and Building Director is hereby authorized and directed to amend the zoning map for the City of St. Augustine, Florida to reflect the zoning classification assigned to the above-described lands.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 5. This ordinance shall be effective ten (10) days after passage, pursuant to s. 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2021.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

EXHIBIT "A"

Property

PARCEL A:

A parcel of land in the City of St Augustine, St Johns County, Florida, on the East side of the San Sebastian River and South of King Street, said parcel being portions of Blocks 46K, 46L and Malaga Street according to the Map of the City of St Augustine, dated January 1, 1905, said parcel of land being more particularly described as follows:

Commencing at the Intersection of the Southerly right of way line of King Street with the Easterly right of way line of Sebastian Harbor Drive (formerly Malaga Street); thence South $07^{\circ} 01'36''$ East, departing said Southerly right of way line of King Street, along said Easterly right of way line of said Sebastian Harbor Drive, a distance of 278.34 feet to the Intersection of said Easterly right of way line of Sebastian Harbor Drive (formerly Malaga Street) and the Southerly right of way line of Sebastian Harbor Drive (formerly Lorieda Street); thence North $82^{\circ} 09'48''$ East, along said Southerly right of way line of Sebastian Harbor Drive, a distance of 330.39 feet to the Point of Beginning of Parcel A; thence North $82^{\circ} 09'48''$ East, continuing along said Southerly right of way line, a distance of 71.70 feet; thence South $07^{\circ}44'48''$ East departing said Southerly right of way line, a distance of 102.56 feet; thence North $82^{\circ} 15'12''$ East, a distance of 105.70 feet; thence North $07^{\circ} 44'48''$ West, a distance of 19.00 feet; thence North $82^{\circ}15'12''$ East, a distance of 124.00 feet; thence North $07^{\circ} 44'48''$ West, a distance of 60.55 feet to a point on a curve, said curve being concave to the Southwest and having a radius of 30.00 feet; thence along the arc of said curve in a Northwesterly direction an arc length of 26.82 feet, said arc being subtended by a chord bearing and distance of North $33^{\circ}21'45''$ West, 25.94 feet, to the aforementioned Southerly right of way line of San Sebastian Harbor Drive; thence North $82^{\circ} 09'48''$ East, a distance of 84.62 feet to the Westerly right of way line of Riberia Street; thence South $00^{\circ} 34'21''$ East along said Westerly right of way line, a distance of 318.82 feet to an Intersection with the Southerly line of that parcel described in Warranty Deed recorded in Official Records 813, Page 1118, St Johns County, Florida; thence South $89^{\circ}16'54''$ West, departing said Westerly right of way line of Riberia Street; a distance of 124.11 feet; thence South $00^{\circ} 44'39''$ East, a distance of 30.17 feet; thence South $40^{\circ} 54'17''$ West, a distance of 85.20 feet; thence South $70^{\circ} 35'39''$ West, a distance of 609.77 feet, more or less, to the middle of the channel of the Sebastian River; thence along the middle of said channel, the following courses, more or less, North $53^{\circ}33'31''$ West, a distance of 243.98 feet; thence North $50^{\circ}33'48''$ West, a distance of 316.26 feet; thence North $16^{\circ} 21'50''$ West, a distance of 218.87 feet; thence North $82^{\circ} 08'16''$ East, departing said middle of channel, a distance of 275.20 feet; thence South $07^{\circ} 58'34''$ East, a distance of 160.66 feet; thence North $82^{\circ} 27'42''$ East, a distance of 123.76 feet; thence North $07^{\circ} 18'35''$ West, a distance of 51.85 feet; thence North $82^{\circ} 28'34''$ East, a distance of 102.36 feet; thence South $07^{\circ} 51'44''$ East, a distance of 108.14 feet; thence North $82^{\circ} 08'16''$ East, a distance of 81.32 feet; thence South $07^{\circ} 51'44''$ East, a distance of 16.99 feet; thence South $45^{\circ}19'52''$ East, a distance of 12.22 feet to a point on a curve, said curve being concave Southerly and having a radius of 196.25 feet; thence along the arc of said curve in an Easterly direction an arc length of 269.17 feet, said arc being subtended by a chord bearing and distance of North $86^{\circ} 10'38''$ East, a distance of 248.56 feet; thence North $34^{\circ} 00'35''$ East, a distance of 54.48 feet; thence North $07^{\circ} 44'48''$ West, a distance of 112.34 feet, to the Point of Beginning.

(00878413-1)

PARCEL B:

A Parcel of land in the City of St. Augustine, St. Johns County, Florida on the east side of the San Sebastian River and South of King Street, said Parcel being portions of Block 46L and Malaga Street, according to the Map of the City of St. Augustine, dated January 1, 1905, said parcel of land being more particularly described as follows: Commencing at the intersection of the Southerly right of way line of King Street with the Easterly right of way line of Sebastian Harbor Drive (formerly Malaga Street); thence South $07^{\circ} 01' 36''$ East, departing said Southerly right of way line of King Street, along said Easterly right of way line of said Sebastian Harbor Drive, a distance of 278.34 feet to the intersection of said Easterly Right of Way line of Sebastian Harbor Drive (formerly Malaga Street) and the Southerly right of way of Sebastian Harbor Drive (formerly Lorleda Street), said point being the Point of Beginning of Parcel B, thence North $82^{\circ} 09' 48''$ East, along said Southerly right of way line of Sebastian Harbor Drive, a distance of 330.39 feet; thence South $07^{\circ} 44' 48''$ East, departing said Southerly right of way line, a distance of 112.34 feet; thence South $34^{\circ} 00' 35''$ West, a distance of 54.48 feet to a point on a curve, said curve being concave Southerly and having a radius of 196.25 feet; thence along the arc of said curve in a Southwesterly direction an arc length of 269.17 feet, said arc being subtended by a chord and bearing distance of South $86^{\circ} 10' 38''$ West, 248.56 feet; thence North $45^{\circ} 19' 52''$ West, a distance of 12.22 feet; thence North $07^{\circ} 51' 44''$ West, a distance of 16.99 feet; thence South $82^{\circ} 08' 16''$ West, a distance of 81.32 feet; thence North $07^{\circ} 51' 44''$ West, a distance of 108.14 feet; thence North $07^{\circ} 51' 44''$ West, a distance of 14.44 feet; thence South $79^{\circ} 55' 51''$ East, a distance of 45.08 feet to the Point of Beginning.

EXHIBIT "A"
LEGAL DESCRIPTION

PARCEL F

A PARCEL OF LAND IN THE CITY OF ST. AUGUSTINE, FLORIDA, ON THE EAST SIDE OF THE SAN SEBASTIAN RIVER AND SOUTH OF KING STREET, SAID PARCEL BEING PORTIONS OF BLOCK 46L, ACCORDING TO THE MAP OF THE CITY OF ST. AUGUSTINE, DATED JANUARY 1, 1905, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF KING STREET WITH THE EASTERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE (FORMERLY MALAGA STREET); THENCE SOUTH 07°01'36" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF KING STREET, ALONG SAID EASTERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE, A DISTANCE OF 278.34 FEET TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE (FORMERLY MALAGA STREET) AND THE SOUTHERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE (FORMERLY LORIEDA STREET); THENCE NORTH 82°09'48" EAST, ALONG SAID SOUTHERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE, A DISTANCE OF 402.09 FEET TO THE POINT OF BEGINNING OF PARCEL F; THENCE SOUTH 07°44'48" EAST, DEPARTING SAID SOUTHERLY RIGHT OF WAY LINE OF SEBASTIAN HARBOR DRIVE, A DISTANCE OF 102.56 FEET; THENCE NORTH 82°15'12" EAST, A DISTANCE OF 105.70 FEET; THENCE NORTH 07°44'48" WEST, A DISTANCE OF 19.00 FEET; THENCE NORTH 82°15'12" EAST, A DISTANCE OF 124.00 FEET; THENCE NORTH 07°44'48" WEST, A DISTANCE OF 60.55 FEET TO A POINT ON A CURVE, SAID CURVE BEING CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 30.00 FEET; THENCE ALONG THE ARC OF SAID CURVE IN A NORTHWESTERLY DIRECTION AN ARC LENGTH OF 26.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 33°21'45" WEST, 25.94 FEET, TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF SAN SEBASTIAN HARBOR DRIVE; THENCE SOUTH 82°09'48" WEST, A DISTANCE OF 218.48 FEET TO THE POINT OF BEGINNING.

CHRONOLOGY

- Pre-1987 - Property is zoned Industrial and Warehouse (IW)
- 1987 Zoning Change – Property is rezoned from IW to Residential and General Office (RGO)
- 1987 Comprehensive Plan FLUM Change – The Residential Medium Density/Mixed Use Future Land Use Map designation is assigned to the property with the update to the Comprehensive Plan.
- December 13, 2004 – property is rezoned from RGO to PUD and retains the underlying Residential Medium Density/Mixed Use FLUM designation (Ord. 2004-23)
- August 13, 2007 – PUD Amendment approved (Ord. 2007-14)
- May 23, 2016 - PUD Amendment approved (Ord. 2016-15)
- February 4, 2020 – PUD Amendment (proposed Ord. 2021-04) reviewed by the Planning and Zoning Board and the case is continued with 12 conditions by the Board
- January 5, 2021 – updated PUD Amendment (proposed Ord. 2021-04) reviewed by the Planning and Zoning Board that addressed the above 12 conditions is forwarded to the City Commission with 6 final conditions
- January 25, 2021 – the City Commission considers the PUD Amendment at first reading (proposed Ord. 2021-04) and asks the applicant to return with additional information and does not schedule a second reading.
- April 15, 2021 – the property owners revise the rezoning request from a PUD Amendment to rezoning the property to RGO
- August 10, 2021 - the Planning and Zoning Board recommends approval for the rezoning request to rezone the property from PUD to RGO

COMPARATIVE ANALYSIS (Summary)

Existing Zoning

Sebastian Inland Harbor PUD

1. Uses – All uses allowed in the RGO zoning category and any additional uses that may be allowable in the RGO zoning category in the future
2. Height –
 - a. 50 feet for all buildings (with an additional 15 feet above the roof for mechanical equipment and one architectural element on the Hotel)
 - b. 90 feet for one tower
3. Maximum Lot Coverage – 50%
4. Building Setbacks – 10 feet and a zero (0) foot building setback for the Hotel portico on Sebastian Harbor Drive
5. Parking – 636 parking spaces (the PUD analysis indicated the city code requirement for this project would require between 637-682 parking spaces)
6. Tree Protection, Landscaping, Signage, Utilities, Stormwater/Drainage - per city code
7. Architecture - As per Architecture Review Committee (ARC) approval

Proposed Zoning

Residential and general office (RGO)

1. Uses – see attached RGO zoning description
2. Height – 50 feet (with an additional 5 feet above the roof for mechanical equipment)
3. Maximum Lot Coverage – 50%
4. Building Setbacks –
 - a. Front – 15 feet
 - b. Sides – 10 feet
 - c. Rear – 10 feet
5. Parking- per city code
6. Tree Protection, Landscaping, Signage, Utilities, Stormwater/Drainage – per city code

Proposed Zoning

Sec. 28-165. - Residential and general office: RGO.

Intent. This district is intended to apply to those neighborhoods designated for mixed residential and commercial uses so as to create a medium intensity residential and low intensity commercial mix of uses.

(1) Permitted uses and structures:

- a. Multiple-family dwellings.
- b. Professional and business offices.
- c. Restaurants, but not drive-in.
- d. Retail sales such as specialty food stores and drugs (but not supermarkets), clothing and toy and hobby shops, pet shops (but not kennel or veterinarian), bookstore and newsstand, stationery and card shops, leather goods and luggage, jewelry (including repair but not pawn shops), art and photographic supplies, TV and stereo equipment (including incidental repairs), florist or gift shop, bake shop (but not wholesale bakery), sporting goods, sundries and notions, business office supplies, musical instruments, records and tapes, retail sale of alcohol and similar products, with no exterior display or storage of merchandise permitted.
- e. Marina.
- f. Museums.
- g. Parking facilities and garages.
- h. Bar/tavern.
- i. Home office, private.
- j. Hotels, motels, conference centers, convention centers and spas.

(2) Permitted accessory uses and structures. See [section 28-348](#).

(3) Permissible uses by exception.

- a. See [section 28-347](#)(1) and (2), special event venue as per [section 28-347](#)(8) only allowed as an accessory use to a principal use.
- b. Light manufacturing, processing, packaging and fabricating.
- c. Housing for the cognitively impaired.
- d. Housing for the elderly.

e. Single-family dwellings, with minimum yard requirements as defined for zoning district RS-2 and a maximum height of thirty-five (35) feet.

f. Retirement housing, which shall be defined as any building or buildings, section or distinct part of a building, private home, boarding house, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one (1) or more personal services for a period exceeding twenty-four (24) hours to one (1) or more adults who are not relatives of the owner or administrator. Retirement housing: may provide non-invasive services such as assistance with: (i) medication management including: with medication administration (topical, oral, and by injection (although only a licensed nurse may administer any such injection)) and ordering medications from a pharmacy; (ii) arranging for the provision of independent medical services (both off the property and as "home health care" on the property); (iii) diabetes testing; (iv) diet control and administration; and (v) wellness services, which include quarterly health assessments, weight monitoring, blood pressure checks, contracting with medical professionals, and coordinating any special services required by the resident (such as acquisition of medical equipment and supplies). The term "retirement housing" does not include the provision of medical, nursing, dental, or mental health services. The term "retirement housing" also does not include nursing homes.

G. Commercial recreational and entertainment facilities including outdoor sports or activities such as tennis, paddle tennis, handball, racquetball, shuffleboard, miniature golf, archery range and horseshoe games but not shooting gallery, skating rinks, pony rides or go-cart tracks.

(4) *Minimum lot requirements.* As per planning and zoning board site plan review.

(5) *Maximum lot coverage by all buildings and structures.* Fifty (50) percent.

(6) *Minimum yard requirements:*

a. Front, fifteen (15) feet.

b. Side, ten (10) feet.

c. Rear, ten (10) feet.

(7) *Maximum height of structures.* Fifty (50) feet.

EXISTING ZONING
SEBASTIAN INLAND
HARBOR
PLANNED UNIT
DEVELOPMENT (PUD)

ORDINANCE NO. 2016-15

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, MODIFYING ORDINANCE 2007-14, THE SEBASTIAN INLAND HARBOR PUD, CREATING THE SEBASTIAN INLAND HARBOR PLANNED UNIT DEVELOPMENT (PUD), PURSUANT TO SECTION 28-289 OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR TERMS AND CONDITIONS OF THE PUD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, s. 163.3194, Florida Statutes, requires that after a comprehensive plan, or element or portion thereof, has been adopted in conformity with this act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan or element shall be consistent with such plan or element as adopted; and,

WHEREAS, the City of St. Augustine Comprehensive Plan provides for the Residential Medium Density/Mixed Use designation for the subject property, and associated use and density criteria for development within said designation; and,

WHEREAS, Sec. 28-289 of the Code of the City of St. Augustine provides procedures for the establishment of a Planned Unit Development (PUD); and,

WHEREAS, the Sebastian Inland Harbor Planned Unit Development (PUD) was established by Ordinance 2004-23 and modified by Ordinance 2007-14, which became effective on August 23, 2007 and has a completion date of April 23, 2017; and,

WHEREAS, the Sebastian Inland Harbor Planned Unit Development (PUD) contains a mixed use commercial, residential and marina development as outlined in the Sebastian Inland Harbor PUD; and,

WHEREAS, the Sebastian Inland Harbor Planned Unit Development (PUD), applied for a minor modification to PUD Ordinance 2007-14 to add effectively ten (10) years to the completion date of the phase(s) of this project, from April 23, 2017, to a final completion date of January 1, 2027.

WHEREAS, on April 5, 2016, the City of St. Augustine Planning and Zoning Board reviewed a request to modify the Sebastian Inland Harbor PUD and made recommendations to the City Commission for approval of the PUD minor modification that included a commencement date of April 23, 2022, and a completion date of April 23, 2027. Commencement shall mean the City of St. Augustine's final acceptance, and approval of the plans for construction of the horizontal infrastructure for the project; and,

WHEREAS, the Sebastian Inland Harbor Planned Unit Development (PUD) development plan narrative dated April 14, 2016 contains the recommendations made on April 5, 2016 by the City of St. Augustine Planning and Zoning Board; and,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

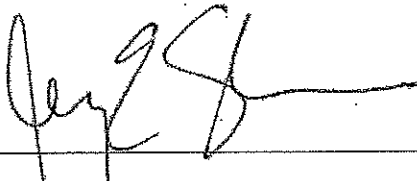
Section 1. Minor Modification of Ordinance 2007-14, the Sebastian Inland Harbor PUD creating the Sebastian Inland Harbor Planned Unit Development (PUD). The Sebastian Inland Harbor PUD, created by Ordinance 2004-23 and modified by Ordinance 2007-14, is hereby modified in accordance with the terms and conditions provided herein.

Section 2. Terms and Conditions of the Planned Unit Development. The terms and conditions of the Sebastian Inland Harbor PUD are as presented in the Development Plan Narrative submitted on April 14, 2016, and incorporated herein by reference. All terms and conditions expressly stated in Ordinance 2007-14 remain intact by the enactment of this Ordinance.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 4. Effective Date. This ordinance shall be effective ten (10) days after passage, pursuant to Section 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this 23rd day of May, 2016.



Nancy E. Shaver, Mayor-Commissioner

ATTEST:



Darlene Galambos, City Clerk

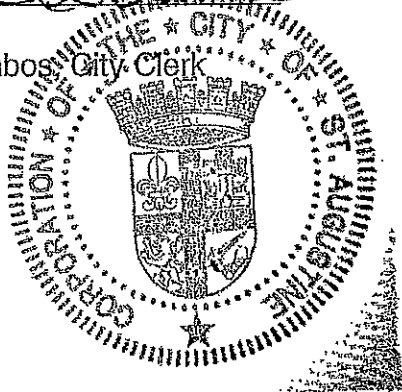


EXHIBIT "C"

**Modification to
Sebastian Inland Harbor
Planned Unit Development**

April 14, 2016

Applicants:

**SA Marina Holdings, LLC
1265 Upsala Road, Unit 1157
Sanford, Florida 32771**

**San Sebastian Retail, LLC
1 Independent Drive, Suite 1880
Jacksonville, Florida 32202**

Authorized Agent for the Applicants:

**Ellen Avery-Smith, Esq.
Rogers Towers, PA
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
(904) 825-1615**

Amended and Restated PUD Narrative
SAN SEBASTIAN INLAND HARBOR PUD

SECTION I

INTRODUCTION AND APPLICATION

This is an attachment to an application for a modification to the Sebastian Inland Harbor Planned Unit Development (Ordinance No. 2007-14) with accompanying documents as required by Section 28 (the “**Zoning Code**”) of the St. Augustine, Florida Code of Ordinances (“**Code of Ordinances**”). This narrative is intended to amend and restate the terms and conditions of the PUD with respect to the 11 acres owned by SA Marina Holdings, LLC, a Florida limited liability company (the “**SA Property**”) and 2.5 acres owned by San Sebastian Retail, LLC, a Florida limited liability company (the “**Retail Property**”). The SA Property and the Retail Property are sometimes collectively referred to herein as the “**Site**” or the “**Property**”. This is **Exhibit “C”** to the application form. This application is filed on behalf of the Applicants:

SA Marina Holdings, LLC
1265 Upsala Road, Unit 1157
Sanford, Florida 32771

San Sebastian Retail, LLC
1 Independent Drive, Suite 1880
Jacksonville, Florida 32202

The Property is within a project known as “The Sebastian Inland Harbor Development” (“**Project**”) and consists of approximately 13.5 acres of undeveloped land located on King Street and Sebastian Harbor Drive in the City of St. Augustine, and is more particularly described on the legal description attached to the application as **Exhibit “A”** (the “**Property**”). The Applicants are the successors in interest to the original developer of the Property. The Site is currently zoned Planned Unit Development (“**PUD**”), as defined within the Zoning Code. The

City Comprehensive Plan Future Land Use Map (“FLUM”) designation of the Property is Residential Medium Density Mixed Use. This category allows for multiple-family dwellings, professional and business offices, restaurants, retail sales, marinas, museums, parking facilities and garages, bars and taverns, home offices, and hotels, motels, conference centers, convention centers and spas. The Project is exempt from the requirements of the Concurrency Management Ordinance of the City of St. Augustine (Ord. No. 91-23 and Article II, Section 21-26 through 21-60 of the Code of Ordinances).

A. **Location/Site Characteristics:** The Property is an irregular shaped parcel of land containing approximately 13.5 acres, of which approximately 10.88 acres are uplands. A copy of the topographical map of the Site is attached to this application as **Exhibit "E"**. The Project is located within the incorporated limits of the City of St. Augustine. A location map is attached to the application as **Exhibit "B"**. The Project is located on the south side of King Street and on the east bank of the San Sebastian River, which is a navigable waterway providing deep water access to the Intracoastal Waterway and the Atlantic Ocean. The Site contains approximately 260 feet of frontage along the south side of King Street, approximately 318.95 feet of frontage along the west side of Riberia Street, and approximately 922 feet of frontage on the San Sebastian River from the southern boundary north to King Street. The Site also has approximately 705.98 feet of frontage along Sebastian Harbor Drive, a two-lane thoroughfare that connects the southern section of what was formerly Malaga Street with Riberia Street. Site work for the Project has substantially commenced, including harbor dredging, construction of the bulkhead along the river and preliminary stormwater management work.

B. **Ownership/Agreement:** The Property is now owned by the Applicants, SA Marina Holdings, LLC and San Sebastian Retail, LLC. The Applicants have authorized Ellen

Avery-Smith, Esq. of Rogers Towers, P.A. to act on their collective behalf in this zoning modification request. The Applicants hereby agree and stipulate to proceed with the proposed development of the Property in accordance with the PUD Ordinance as adopted by the City of St. Augustine City Commission (the “**Commission**”) and all conditions and safeguards established by the Commission regarding the PUD modification. All successors in title to the Property shall be bound to the conditions of the approved PUD modification.

SECTION II

PLAN OF DEVELOPMENT

A. **Project Description:** The Project will be a mixed-use waterfront development consisting of residential condominium units, retail shops, a full-service hotel and spa, a marina, and a public riverwalk and amphitheater. Building heights will range from one (1) story on-grade to four (4) stories over parking as further specified below. The multi-story buildings will consist of a base treatment, a shaft and cap with sloped tile roofs to blend the appropriate scale and proportions with the surrounding buildings. Ornate cornice projections, roof overhangs, cantilevered balconies, window trim detailing and arches of hardcoat stucco and cast stone may be incorporated into the building facades to reinforce the historic St. Augustine architectural theme. The Project will incorporate roof design and finishes consistent with the historic St. Augustine architecture. The Project will also incorporate towers, as depicted on the MDP, to emulate the towers that are characteristic of the Flagler era buildings further east and to draw pedestrian traffic further west on King Street. The retail space to be located along King Street may have stucco facades and tile roofs with varying scales of storefront heights. All buildings will have stucco or brick facades. Shopfronts may be embellished with projecting canvas awnings, decorative light fixtures and signage. All architectural designs will be subject to review and approval of the Architectural Review Committee that has been established for the Project, as

further described below. The Project will comply with the Design Standards for Entry Road Corridors for the King Street Entry Corridor.

B. Permitted Uses: Allowable uses within the Site will include all uses currently allowed under the existing RGO zoning category and any additional uses that may be allowable in the future under the Zoning Code or the City of St. Augustine Comprehensive Plan, as may be amended from time to time, including, but not limited to, the following:

- (1) Multiple-family dwellings;
- (2) Professional and business offices;
- (3) Restaurants with indoor and outdoor sales;
- (4) Retail sales such as specialty food stores and drugs (but not supermarkets), clothing and toy and hobby shops, pet shops (but not kennel or veterinarian), bookstore and newsstand, stationery and card shops, leather goods and luggage, jewelry, art and photographic supplies, TV and stereo equipment (including incidental repairs), florist or gift shop, bake shop (but not wholesale bakery), sporting goods, sundries and notions, business office supplies, musical instruments, records and tapes, retail sale of alcohol and similar products, with no exterior display or storage of merchandise permitted;
- (5) Marina;
- (6) Museums;
- (7) Parking facilities and garages;
- (8) Bar/tavern, with indoor and outdoor sales;
- (9) Home office, private
- (10) Hotels, motels, conference centers, convention centers and spas;
- (11) Condominiums;
- (12) Outdoor amphitheater; and
- (13) All accessory uses and structures allowed by Section 28-348 of the Zoning Code in effect at the time of approval of the PUD.

C. **Development Standards:** As shown on the Master Development Plan ("MDP Map") attached hereto as **Exhibit "D"**, the Site will be developed as follows:

- Residential condominiums - up to 70 units
- Hotel - up to 225 rooms, with all typical hotel accessory uses allowed including, but not limited to:
 - Banquet Facility and Meeting Rooms
 - Spa and Exercise Facilities
 - Restaurants and Lounges
 - Gift Shops
 - Retail
- King Street Retail - up to 27,000 square feet
- Sebastian Harbor Drive Retail - up to 9,060 square feet
- Lorida Street Lofts - up to 15 units
- Marina with up to 65 slips (including 4 public slips) and a water taxi station;
- One multi-level parking garage and surface and subsurface parking lots;
- A public river walk connecting the marina to King Street (with access to King Street being through Sebastian Harbor Drive);¹ and
- Outdoor amphitheater, sculpture garden, and scenic water fountains.

D. **Minimum Setbacks:** The building setback from the exterior property boundaries shall be ten feet (10'), except that the Hotel portico located on Sebastian Harbor Drive may have a zero-foot (0') setback from the right-of-way and the multi-level parking garage shall have a minimum setback of ten feet (10') from the Riberia Street right-of-way at its southeastern corner and ten feet (10') from the southern property boundary. There shall be no building setbacks required within the interior of the Project.

¹ The public areas are, nonetheless, privately owned and Project owners, their successors and assigns, and the property owner's association, reserve the right to exclude persons and activities constituting a nuisance, a security risk or engaged in commercial activities. The Project owners may also close the public area between midnight and 7:00 a.m.

E. **Maximum Building Height:** The maximum building height allowable within the PUD shall be 50 feet (50') as measured in accordance with the Zoning Code for the existing RGO category, with an allowance of an additional fifteen feet (15') above the roof for mechanical equipment and architectural elements as described in the Zoning Code (to allow roof line variation). Additionally, one architectural element (such as towers, cupolas or icon) may exceed the roof of the Hotel. One tower may extend up to ninety feet (90'). A sketch depicting the building height cross section is attached as **Exhibit "F"**. The tower, including architectural design and location, will be subject to the approval of the Architectural Review Committee.

F. **Maximum Lot Coverage:** The Maximum Lot Coverage shall be 50 percent for buildings.

G. **Signage:** The signage for the Project shall comply with Commercial Zone 4 of Chapter 3 of the Code of Ordinances in effect at the time of approval of the PUD.

H. **Parking:** Parking for the PUD will be provided within surface and subsurface parking lots and the multi-level parking garage in the general location depicted on the MDP Map. Angular parking will be provided outside of the public right-of-way along Sebastian Harbor Drive as depicted on the MDP Map.

The total number of spaces provided will be a minimum of 636, as set forth in the table below. The final number will be determined by the actual residential unit sizes within the Project, and the final civil engineering plans approved for the site. The table below compares the number of spaces to be provided under this PUD and the number of spaces required under the Zoning Code:

Project Component	Spaces Required per Zoning Code	Spaces Provided per PUD
San Sebastian Winery	56	56

Condos — 70	148.751 ¹	140 ²
Lofts — 15	31.5	32
Hotel — Guest Rooms — 225 (estimated)	225	225 ³
Hotel — Accessory Uses (Meeting Spaces, Restaurant, Spa, Gift Shop, etc.)	109	35
Sebastian Harbor Drive Retail — 9,060 sq. ft.	30.2	31
King Street Retail up to 27,000 sq. ft	51.6-90	73
Public Marina Slips - 4	4	4 ⁵
Public Use Spaces	0	40
Total Spaces	637.45-681.85	636

¹ Based on 35 2-bedroom and 35 3-bedroom units.

² 2 parking spaces shall be provided for each unit.

³ 1 parking space shall be provided for each Guest Room in the Hotel.

⁴ A total of 35 parking spaces will be provided for all accessory uses to the Hotel (e.g. Meeting Spaces, Spa, Restaurant and Lounge and Gift Shops and similar accessory uses). This is identical to the existing PUD.

⁵ 1 parking space shall be provided for each public boat slip; no additional spaces are required for private slips for the condominium units.

Only the spaces associated with the residential units will be assigned and restricted (approximately 172); all of the other spaces within the development (approximately 460) will be unrestricted and available at all times for all other uses within the Project and for the public in general. The Project has not included in its calculations credits that would be available for allocating office space and storage to portions of the retail calculation or the effects of shared uses with parking demand occurring at different times of day or multiple uses (i.e., hotel guests who also shop). No recalculation on parking shall be required as tenants and uses change. All surface parking shall be free of charge at all time; however, the spaces in the parking garage may be subject to a market rate or fee. In addition to the parking required for the uses in the PUD, the Project will provide 40 extra public spaces.

I. **Hardscape / Landscape:** Exterior hardscape and landscaping within the Project will be done in accordance with a uniform "Master Hardscape and Landscape Plan" to be approved by the Architectural Review Committee and shall use local plant material and finishes indigenous to the St. Augustine area. The streetscape and public waterfront boardwalk may include, but shall not be limited to, decorative lampposts, benches and site furnishings, a sculpture garden, water fountains with accent lighting, a clock tower and a public amphitheatre to encourage an interactive pedestrian environment. A landscaped buffer will be installed between the south side of the Marina and the FPL sub-station which shall serve as additional "green space" and will shield the FP&L sub-station from view. The wall/boundary design between the pool and the public walkway area around the marina is depicted on **Exhibit "H"**.

J. **Tree Protection:** The PUD will be designed in accordance with the requirements of the tree protection provisions of Section 25-51 of the Code of Ordinances in effect at the time of approval of the PUD.

K. **Landscape Plan:** The final landscape plan will be designed in accordance with the Zoning Code requiring 25 percent shade trees with no more than 25 percent Palm Trees. More than 5 percent of these trees will be located inside the perimeter of the Project. As required by the Zoning Code, there will be 5 trees and 25 shrubs per 100 linear feet of perimeter. The only exception will be along the landscape buffer between the Marina and the FPL sub-station, where extensive use of Palm Trees may be necessary to effectively screen the sub-station and will be provided at the discretion of the Project owners. Further, this development will comply with "The Design Standards for Entry Corridors" as approved by the City of St. Augustine.

L. Utilities: All utilities for the Project will be located underground. The Project owners propose to bury the existing low-rise power lines along Sebastian Harbor Drive and will comply with all requirements of the City and Florida Power & Light ("FP&L") in connection with such activity. The utility providers for the Project as follows:

Water & Sewer	-	City of St. Augustine
Electric Service	-	FP&L
Telephone	-	Bell South
Law Enforcement	-	St. Augustine Police Department
Fire Protection	-	St. Augustine Fire Department

M. Stormwater/Drainage: Stormwater retention and drainage will be treated on site and may be located on the surface or underground (the "**System**"). All drainage structures and facilities for the System will be designed and constructed in compliance with City Ordinances and an Environmental Resource Permit issued by the Florida Department of Environmental Protection or St. Johns River Water Management District. The System will also provide on-site stormwater retention and drainage for the San Sebastian Winery and the Police Station located adjacent to the Site.

N. Temporary Uses: Temporary office(s) and construction trailers shall be allowed on site during construction of any building and may be moved throughout the site if necessary but shall be removed within 30 days of issuance of a final Certificate of Occupancy by the City for the building. Parking may be provided for the temporary offices and trailers in a temporary defined, but unpaved, area which meets the requirements of the Code of Ordinances in effect at the time of approval of the PUD.

O. Access: Access to the Site and the waterfront will be provided as generally depicted on the Site Plan. All entrances/exit driveways will be designed and permitted in compliance with City standards.

SECTION III

PHASING

The PUD is planned to be developed in one (1) phase. Construction must commence by April 23, 2022 and must be completed by April 23, 2027. "**Commencement**" shall be defined as the City's approval of construction plans for the horizontal infrastructure within the Property. Individual structures and uses may be built in sequence, and in such case all parking and other necessary support infrastructure will be built proportionately with the structures for which a certificate of occupancy is sought. By April 22, 2019, the Applicants will file any PUD amendment that they may seek. The Applicants will give written informational status reports to City Administration every six (6) months, from the date of this PUD modification until April 22, 2019.

SECTION IV

MAINTENANCE

The Project owners have recorded an Amended and Restated Declaration of Covenants and Restrictions for Sebastian Inland Harbor (the "**Covenants**") that are applicable to the Project as a whole and that will ensure that all elements and phases adhere to the original design. The Covenants are recorded in Official Records Book 2484, Page 974, Public Records of St. Johns County, Florida.

A. **Property Owners Association:** The Covenants establish a property owners association (the "**POA**") that is responsible for maintenance of the common elements of the Project. The POA has the power of assessment of maintenance fees and costs that provide for the ongoing maintenance of the stormwater system, lighting and other common areas and

facilities. A copy of the applicable maintenance and assessment provisions contained within the Covenants is attached hereto as Exhibit "G".

B. Architectural Review Committee: An Architectural Review Committee ("ARC") has been established for the Project that will approve construction materials, exterior colors, landscaping, signage and exterior lighting among other features. The ARC will be comprised of one member chosen by the City Council, one member chosen by the Project owners or the owners' successors and assigns, and one member chosen by the other two members of the ARC. All development plans for the Project will be required to be submitted to the Architectural Review Committee for its approval prior to construction.

SECTION V

COMPLIANCE WITH CONSERVATION OVERLAY ZONE

The Project is located within Conservation Overlay Zones ("COZ") 1, 2 and 3. The Project will comply with all city and state requirements concerning development on altered shorelines. The Site will be bulkheaded as depicted on the site plan. Based upon the lack of tree canopy on the site, there is no impact on COZ 3. The Project shall be evaluated according to the following criteria:

- (1) *Site specific conditions.* This is a vacant parcel of property adjacent to the San Sebastian River that contains no significant tree canopy.
- (2) *The site's relationship to adjacent properties, bodies of water and surrounding conservation zones.* The Site is adjacent to the San Sebastian River. It does not have any significant tree canopy.
- (3) *Natural and proposed drainage patterns.* The drainage patterns will be evaluated in the Saint Johns River Water Management District (the "SJRWMD") permitting process.
- (4) *Effect of point and nonpoint discharge in the marine environment.* The Impacts on the marine environment will be reviewed in the Department of Environmental Protection (the "DEP") permitting process.

- (5) *Proposed soil stabilization and erosion control methods.* Soil stabilization and erosion control methods will be addressed in the building permit/construction phase of the Project.
- (6) *Impact on floodplain.* All construction will meet current FEMA guidelines for floodplain management.
- (7) *Impact of development on vegetative and animal communities.* This is a vacant site that does not contain significant vegetation or known animal communities. Any impacts associated with dredging within the San Sebastian River will be addressed during the DEP and the Army Corps of Engineers (the "ACOE") permitting process.
- (8) *Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.* The Site is currently being monitored for previous contamination.
- (9) *Effect of shade on vegetation and shellfish.* The effect of shade will be reviewed in the DEP and ACOE permitting process.
- (10) *Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.* The effect on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion is not known at this time because the marina has not yet been constructed.
- (11) *Impact of development on shoreline by linear feet and percent of site.* There are 1975 linear feet of waterfront along the San Sebastian River and the Sebastian Inland Harbor. There are 875 linear feet of building structures on the waterfront, representing 44 percent of the total waterfront within the Project. However, a Riverwalk will be provided along the waterfront as depicted on the MDP Map. The Riverwalk will provide to the public an unobstructed view of the waterfront for the entire length of the Project. The Sebastian Inland Harbor waterfront and shoreline impacts comply with the requirements of Article II of the Code of Ordinance for COZ 1 and COZ 2.
- (12) *Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.* See Site Plan.
- (13) *Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.* The Project will comply with the landscaping requirements contained within Section 25 of the Zoning Code.
- (14) *Impact of development on plant and animal habitat and potential loss in acres and percent of site.* The site contains no significant vegetation. The potential for impact to plant and animal habitat will be addressed in the marina permitting process.

- (15) *Impact of development on water quality. Water quality objectives will be presumed to have been met if runoff water is routed to a surface water management system permitted by the St. Johns River Water Management District or to a treatment facility that is equivalent to the water quality treatment criteria (water retention/detention) of the water management district. (An engineer or landscape architect licensed in the State of Florida is required to certify that the treatment facility is equivalent to the district's criteria.)* Stormwater retention and drainage will be treated on site and will be designed and constructed in compliance with local and state permitting requirements.
- (16) *Impact of development on shellfish and on commercial and sport fish and waterfowl.* Non-applicable because there is no potential for harm to commercial shell fishing, sport fishing and water fowl because there are no commercial shell fishing, sport fishing or water fowl hunting activities at this site.
- (17) *Specific conditions applicable to docks. In addition to the considerations listed in subsections (1) through (16) herein, no boathouse, roofed structure or wall shall be constructed on any dock. This section shall not prohibit the use of bumpers or similar structures built at or near the water line and below deck levelation to protect the dock from damage caused by moored vessels. The deck of any private boat dock shall not exceed six (6) feet in height above mean high water. Boatlifts mounted on docks, or constructed on or adjacent to a dock, shall be limited to a capacity of twelve thousand (12,000) pounds or less. All boatlifts shall be low profile boatlifts or no profile boatlifts, and no boats in excess of thirty-two (32) feet in length shall be allowed on a boatlift. In addition, the maximum height, excluding masts, antennas and other non-occupiable features, of a boat suspended in a boatlift shall not exceed six (6) feet above the gunwale (gunnel); whereby, the gunwale (gunnel) is defined as the upper edge of the side of the ship or boat. A low profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall exceed three (3) feet above the deck. A no profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall protrude above the deck. The specific conditions applicable to docks will be reviewed in the Marina permitting process. The Project owners have no current plans to install boat lifts.*

SECTION VI

JUSTIFICATION FOR REZONING

Justification for approval of this PUD, when developed in accordance with the conditions stipulated within the application and imposed by the adopting ordinance include the following:

- (1) The Project will not adversely affect the orderly development of the City of St. Augustine as embodied by the City Zoning Ordinance and the Comprehensive

Plan. As described, this use is compatible with the surrounding zoning and Comprehensive Plan as well as the overall architectural trend of the area. The proposed PUD will be a benefit to the future occupants of the Project and to the residents of the City.

- (2) The Project incorporates design principles that create an overall design that blends the various components of the Project around open, pedestrian-friendly spaces, both on the waterfront and throughout the interior portions of the Project.
- (3) The Project will create a neighborhood/waterfront district that is a part of downtown St. Augustine - a place that will not only give tourists a new destination in the City, but a neighborhood that will bring St. Augustine residents back downtown to live, shop, eat and recreate.
- (4) The Project will conform to the requirements of the City Concurrency Management Ordinance ("**Concurrency Ordinance**"). Construction will commence only after confirmation by the City in accordance with the standards and procedures of the Concurrency Ordinance that the availability of adequate public facilities and services support the PUD, as modified, and issuance of a concurrency certificate.
- (5) The Project will not adversely affect the health, safety and welfare of the residents or workers in the area, will not be detrimental to the natural environment or to the development of adjacent properties and will accomplish the objectives, standards and criteria set forth in the definition of a Planned Unit Development.
- (6) The Project will address the City's immediate need for parking and conference space, and the conditions stipulated in the Covenants and PUD application and

imposed by the adopting ordinance provide for strict regulation and maintenance of the Project.

- (7) Consistent with the architectural style prevalent within the City of St. Augustine, the buildings will draw upon the local Spanish style theme of architecture that symbolizes the strong local character with tile sloped roofs as the dominant architectural feature.

SECTION VII

SUMMARY AND CONCLUSION

THEREFORE, this Planned Unit Development modification request meets all of the City requirements for a PUD, is consistent with the City of St. Augustine Comprehensive Plan, and does not conflict with any of the elements of the Comprehensive Plan.

APPLICANTS:

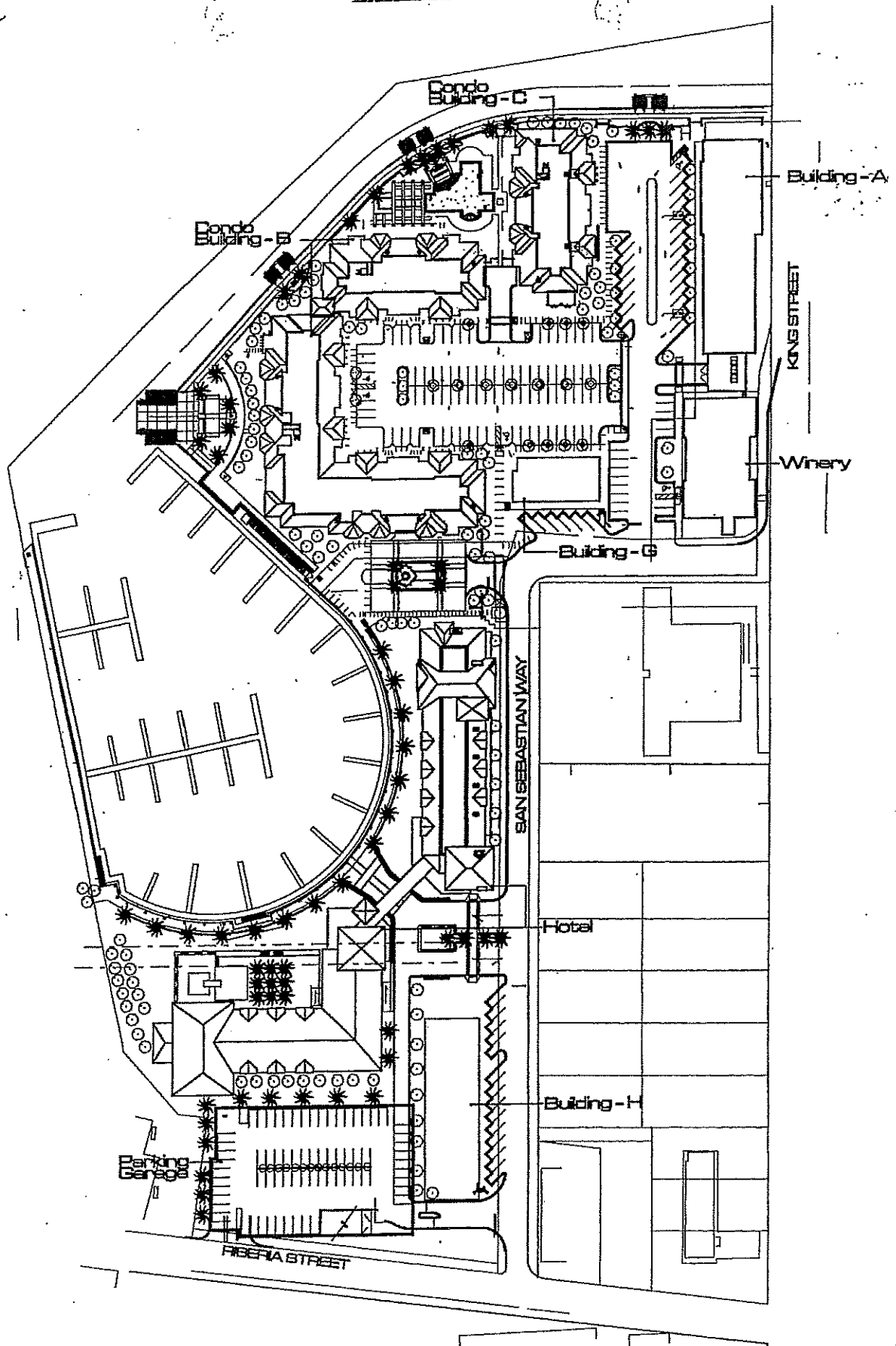
SA MARINA HOLDINGS, LLC

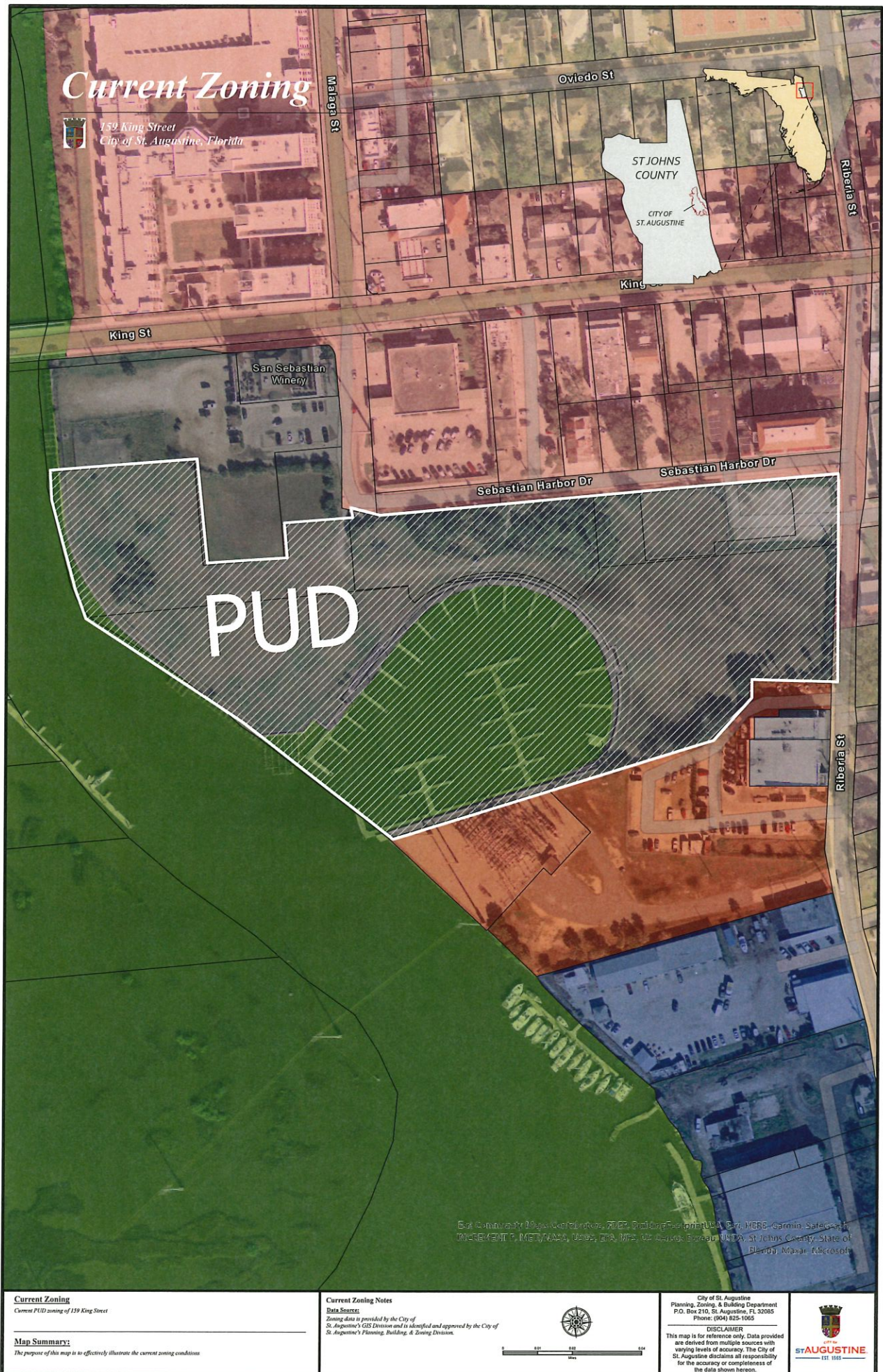
BY: _____
Gulamabbas Abdulhussein, Manager

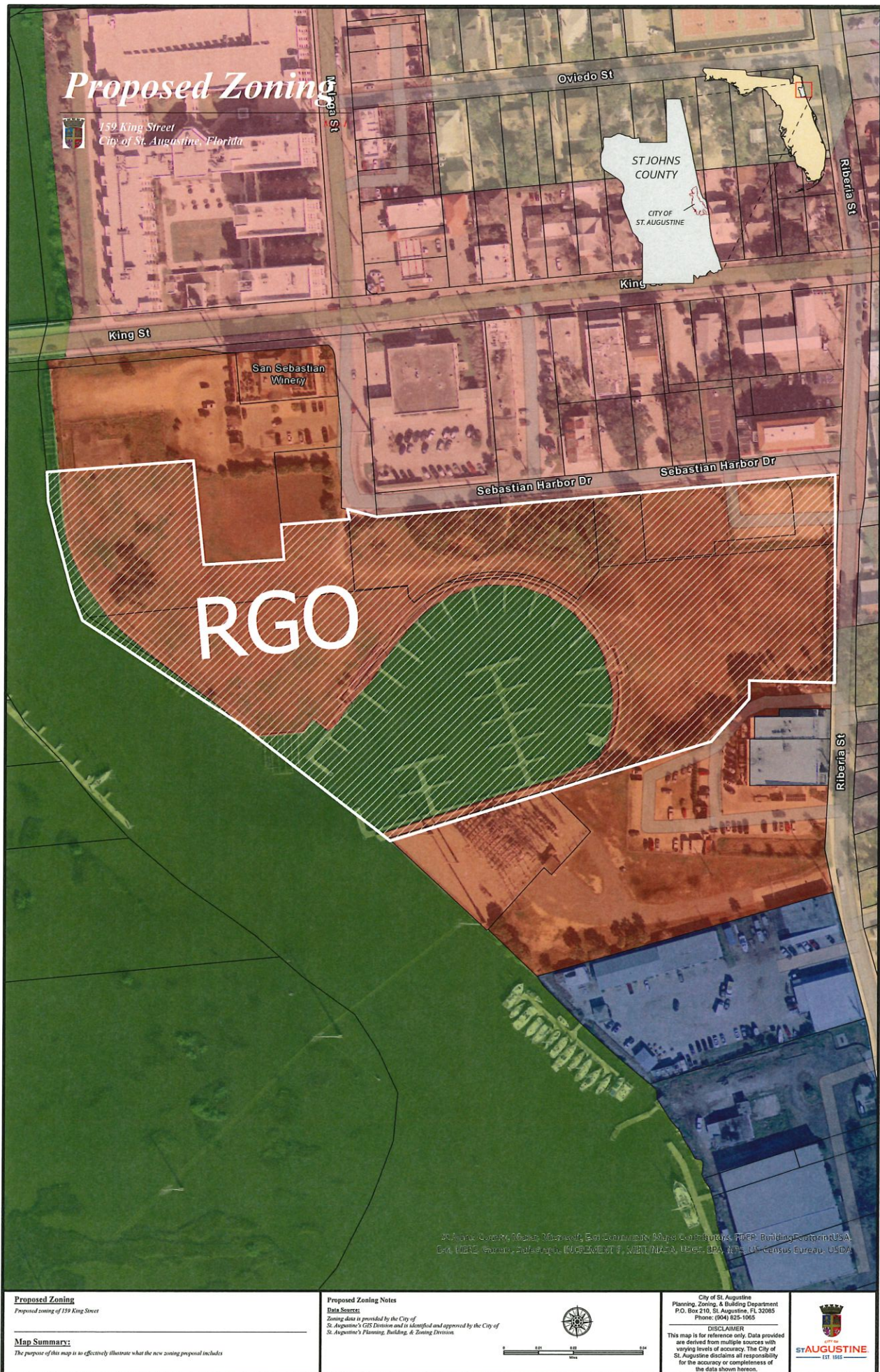
SAN SEBASTIAN RETAIL, LLC

BY: _____
Leonard H. Grunthal III, Manager

EXHIBIT "D"







Proposed Zoning
Proposed zoning of 159 King Street

Map Summary:
The purpose of this map is to effectively illustrate what the new zoning proposal includes

Proposed Zoning Notes
Data Sources:
Zoning data is provided by the City of St. Augustine's GIS Division and is identified and approved by the City of St. Augustine's Planning, Building, & Zoning Division.



City of St. Augustine
Planning, Zoning, & Building Department
P.O. Box 210, St. Augustine, FL 32085
Phone: (904) 825-1000

DISCLAIMER
This map is for reference only. Data provided are derived from multiple sources with varying levels of accuracy. The City of St. Augustine disclaims all responsibility for the accuracy or completeness of the data shown hereon.



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: August 23, 2021

RE: **Ordinance 2021-20 – Rezoning the Sebastian Inland Harbor Planned Unit Development (PUD) to Residential General and Office (RGO) – 157 King Street (PID# 203350 0000, 203350 0010)**

The Sebastian Inland Harbor Planned Unit Development property at 157 King Street (PID#203350 0000, 203350 0010) is owned by Seavin, Inc. This property is located south of King Street and includes the San Sebastian Winery property and the undeveloped parcel to the south and west. It borders the San Sebastian River on the west side and it is approximately 2.64 acres in size.

On August 10, 2021, the Planning and Zoning Board made a positive recommendation to amend the zoning of the property from Planned Unit Development (PUD) to Residential General and Office (RGO).

The existing PUD allows for all uses within the RGO zoning district, so this rezoning will not change the allowable uses for the property. (see attached PUD and RGO zoning descriptions)

The underlying Future Land Use Map (FLUM) designation of Residential Medium Density/Mixed Use will not change and the RGO zoning category is compatible with this future land use category.

I have included a chronology and zoning comparative analysis for your reference.

Please place Ordinance 2021-20 on the August 23, 2021 City Commission agenda of first reading.



David Birchim, AICP
Director, Planning and Building Department

ORDINANCE NO. 2021 - 20

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE ZONING FOR APPROXIMATELY 2.64 ACRES OF PROPERTY LOCATED ON THE SOUTH SIDE OF KING STREET AND WEST OF SEBASTIAN HARBOR DRIVE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT CLASSIFICATION OF PLANNED UNIT DEVELOPMENT (PUD) TO THE CLASSIFICATION OF RESIDENTIAL GENERAL OFFICE (RGO); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Augustine, Florida finds that all legal requirements have been met, a public hearing has been held and the Planning and Zoning Board has recommended that parcels of property containing approximately 2.64 acres located on the south side of King Street, west of Sebastian Harbor Drive in the City of St. Augustine, being more fully described herein, should amend the zoning classifications;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. The following described property, containing approximately 2.64 acres located on the south side of King Street, west of Sebastian Harbor Drive in the City of St. Augustine, is hereby amended from the zoning classification of Planned Unit Development (PUD) to the classification of Residential General Office, also known as Parcel # 203350 0000 and 203350 0010 and as more fully described in the attached legal description.

Section 2. The City Planning and Building Director is hereby authorized and directed to amend the zoning map for the City of St. Augustine, Florida to reflect the zoning classification assigned to the above-described lands.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 5. This ordinance shall be effective ten (10) days after passage, pursuant to s. 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2021.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

Legal - Seavin Parcels

PARCEL C:

A parcel of land in the City of St. Augustine, Florida, on the East side of the San Sebastian River and South of King Street, said Parcel being a portion of Block 46K, according to the Map of the City of St. Augustine, dated January 1, 1905, said parcel of land being more particularly described as follows:

Commencing at the Intersection of the Southerly right-of-way line of King Street with the Easterly right-of-way line of Sebastian Harbor Drive (formerly Malaga Street); thence South 82°15'07" West, along the Southerly right-of-way line of King Street, a distance of 265.32 feet to the Point of Beginning of Parcel C; thence South 84°22'01" East, departing said Southerly right-of-way line of King Street, a distance of 49.56 feet; thence South 87°12'35" East, a distance of 21.28 feet to the Northwest corner of Parcel E as described in Official Record 1289, Page 1246; thence South 07°48' 29" East, along the westerly line of said Parcel E, a distance of 78.04 feet to the Southwest corner of said Parcel E; thence North 82°19'09" East, along the southerly line of said Parcel E, a distance of 150.02 feet to the Southeast corner of said Parcel E, said point also being a point on the westerly right-of-way line of Sebastian Harbor Drive; thence South 08°02' 40" East, along said westerly right-of-way line of Sebastian Harbor Drive, a distance of 48.90 feet; thence South 03°06'47" East, continuing along said westerly right-of-way line of Sebastian Harbor Drive, a distance of 28.42 feet to the Northeast corner of Parcel D as described in Official Record 3960, Page 1775; thence South 82°08'16" West, along the northerly line of said Parcel D, a distance of 102.17 feet to the Northwest corner of said Parcel D; thence South 08°38'46" East, along the westerly line of said Parcel D, a distance of 109.61 feet to the Southwest corner of said Parcel D; thence South 07°18'34" East, a distance of 51.85 feet; thence South 82° 27' 42" West, a distance of 123.76 feet; thence North 07°58'34" West, a distance of 160.66 feet; thence South 82° 08' 16" West, a distance of 275.20 feet, more or less to the Middle of the Channel of the San Sebastian River thence North 16°21' 50" West, along said Middle of the Channel a distance of 171.78 feet to the aforementioned Southerly right-of-way line of King Street; thence North 82°15'07" East, along said Southerly right-of-way line of King Street, a distance of 308.72 feet, more or less, to the Point of Beginning.

Parcel D

A parcel of land in the City of St. Augustine, Florida, on the East side of the San Sebastian River and South of King Street, said parcel being a portion of Block 46K, according to the Map of the City of St. Augustine, dated January 1, 1905, said parcel of land being more particularly described as follows:

Commence at the intersection of the Southerly right of way line of King Street with the Easterly right of way line of Sebastian Harbor Drive (Formerly Malaga Street); thence South 07°01'36" East, departing said Southerly right of way line of King Street, along said Easterly right of way line of Sebastian Harbor Drive, a distance of 278.34 feet to the intersection of said Easterly right of way line of Sebastian Harbor Drive and the Southerly right of way line of Sebastian Harbor Drive (Formerly Lorieda Street); thence North 79°55'51" West, a distance of 45.08 feet to the Point of Beginning of Parcel D; thence continue North 79°55'51" West, a distance of 9.86 feet; thence North 03°06'47" West, a distance of 93.06 feet; thence South 82°08'16" West, a distance of 102.17 feet; thence South 08°38'46" East, a distance of 109.61 feet; thence North 82°28'34" East, a distance of 102.36 feet; thence North 07°51'44" West, a distance of 14.44 feet to the Point of Beginning.

San Sebastian Winery (Parcel E)

The land referred to herein below is situated in the County of St. Johns, State of Florida, and is described as follows:

A parcel of land in the city of St. Augustine, Florida, on the East side of the San Sebastian River and South of King Street, said parcel of land being more particularly described as follows:

Commencing at the intersection of the South line of King Street with the East line of Malaga Street (vacated); thence South 82 degrees 15 minutes 07 seconds West, assumed bearing along said South line of King Street, 195.85 feet; thence South 07 degrees 44 minutes 53 seconds East, 13.76 feet to the Point of Beginning of the parcel of land to be described; thence continue South 07 degrees 44 minutes 53 seconds East 78.05 feet; thence North 82 degrees 15 minutes 07 seconds East, 150.02 feet; thence North 08 degrees 07 minutes 14 seconds West, 59.38 feet to the point of curvature of a tangential curve concave to the Southwest having a radius of 24.40 feet; thence Northwesterly 21.35 feet along the arc of said curve through a central angle of 50 degrees 07 minutes 39 seconds (chord bearing North 33 degrees 11 minutes 03 seconds West for 20.67 feet); thence South 82 degrees 15 minutes 07 seconds West, not tangent to said last mentioned curve, 140.75 feet to the Point of Beginning.

CHRONOLOGY

- Pre-1987 - Property is zoned Industrial and Warehouse (IW)
- 1987 Zoning Change – Property is rezoned from IW to Residential and General Office (RGO)
- 1987 Comprehensive Plan FLUM Change – The Residential Medium Density/Mixed Use Future Land Use Map designation is assigned to the property with the update to the Comprehensive Plan.
- December 13, 2004 – property is rezoned from RGO to PUD and retains the underlying Residential Medium Density/Mixed Use FLUM designation (Ord. 2004-23)
- August 13, 2007 – PUD Amendment approved (Ord. 2007-14)
- May 23, 2016 - PUD Amendment approved (Ord. 2016-15)
- February 4, 2020 – PUD Amendment (proposed Ord. 2021-04) reviewed by the Planning and Zoning Board and the case is continued with 12 conditions by the Board
- January 5, 2021 – updated PUD Amendment (proposed Ord. 2021-04) reviewed by the Planning and Zoning Board that addressed the above 12 conditions is forwarded to the City Commission with 6 final conditions
- January 25, 2021 – the City Commission considers the PUD Amendment at first reading (proposed Ord. 2021-04) and asks the applicant to return with additional information and does not schedule a second reading.
- April 15, 2021 – the property owners revise the rezoning request from a PUD Amendment to rezoning the property to RGO
- August 10, 2021 - the Planning and Zoning Board recommends approval for the rezoning request to rezone the property from PUD to RGO

COMPARATIVE ANALYSIS (Summary)

Existing Zoning

Sebastian Inland Harbor PUD

1. Uses – All uses allowed in the RGO zoning category and any additional uses that may be allowable in the RGO zoning category in the future
2. Height –
 - a. 50 feet for all buildings (with an additional 15 feet above the roof for mechanical equipment and one architectural element on the Hotel)
 - b. 90 feet for one tower
3. Maximum Lot Coverage – 50%
4. Building Setbacks – 10 feet and a zero (0) foot building setback for the Hotel portico on Sebastian Harbor Drive
5. Parking – 636 parking spaces (the PUD analysis indicated the city code requirement for this project would require between 637-682 parking spaces)
6. Tree Protection, Landscaping, Signage, Utilities, Stormwater/Drainage - per city code
7. Architecture - As per Architecture Review Committee (ARC) approval

Proposed Zoning

Residential and general office (RGO)

1. Uses – see attached RGO zoning description
2. Height – 50 feet (with an additional 5 feet above the roof for mechanical equipment)
3. Maximum Lot Coverage – 50%
4. Building Setbacks –
 - a. Front – 15 feet
 - b. Sides – 10 feet
 - c. Rear – 10 feet
5. Parking- per city code
6. Tree Protection, Landscaping, Signage, Utilities, Stormwater/Drainage – per city code

Proposed Zoning

Sec. 28-165. - Residential and general office: RGO.

Intent. This district is intended to apply to those neighborhoods designated for mixed residential and commercial uses so as to create a medium intensity residential and low intensity commercial mix of uses.

(1) Permitted uses and structures:

- a. Multiple-family dwellings.
- b. Professional and business offices.
- c. Restaurants, but not drive-in.
- d. Retail sales such as specialty food stores and drugs (but not supermarkets), clothing and toy and hobby shops, pet shops (but not kennel or veterinarian), bookstore and newsstand, stationery and card shops, leather goods and luggage, jewelry (including repair but not pawn shops), art and photographic supplies, TV and stereo equipment (including incidental repairs), florist or gift shop, bake shop (but not wholesale bakery), sporting goods, sundries and notions, business office supplies, musical instruments, records and tapes, retail sale of alcohol and similar products, with no exterior display or storage of merchandise permitted.
- e. Marina.
- f. Museums.
- g. Parking facilities and garages.
- h. Bar/tavern.
- i. Home office, private.
- j. Hotels, motels, conference centers, convention centers and spas.

(2) Permitted accessory uses and structures. See [section 28-348](#).

(3) Permissible uses by exception.

- a. See [section 28-347](#)(1) and (2), special event venue as per [section 28-347](#)(8) only allowed as an accessory use to a principal use.
- b. Light manufacturing, processing, packaging and fabricating.
- c. Housing for the cognitively impaired.
- d. Housing for the elderly.
- e. Single-family dwellings, with minimum yard requirements as defined for zoning district RS-2 and a maximum height of thirty-five (35) feet.

f. Retirement housing, which shall be defined as any building or buildings, section or distinct part of a building, private home, boarding house, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one (1) or more personal services for a period exceeding twenty-four (24) hours to one (1) or more adults who are not relatives of the owner or administrator. Retirement housing: may provide non-invasive services such as assistance with: (i) medication management including: with medication administration (topical, oral, and by injection (although only a licensed nurse may administer any such injection)) and ordering medications from a pharmacy; (ii) arranging for the provision of independent medical services (both off the property and as "home health care" on the property); (iii) diabetes testing; (iv) diet control and administration; and (v) wellness services, which include quarterly health assessments, weight monitoring, blood pressure checks, contracting with medical professionals, and coordinating any special services required by the resident (such as acquisition of medical equipment and supplies). The term "retirement housing" does not include the provision of medical, nursing, dental, or mental health services. The term "retirement housing" also does not include nursing homes.

G. Commercial recreational and entertainment facilities including outdoor sports or activities such as tennis, paddle tennis, handball, racquetball, shuffleboard, miniature golf, archery range and horseshoe games but not shooting gallery, skating rinks, pony rides or go-cart tracks.

(4) *Minimum lot requirements.* As per planning and zoning board site plan review.

(5) *Maximum lot coverage by all buildings and structures.* Fifty (50) percent.

(6) *Minimum yard requirements:*

- a. Front, fifteen (15) feet.
- b. Side, ten (10) feet.
- c. Rear, ten (10) feet.

(7) *Maximum height of structures.* Fifty (50) feet.

EXISTING ZONING
SEBASTIAN INLAND
HARBOR
PLANNED UNIT
DEVELOPMENT (PUD)

ORDINANCE NO. 2016-15

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, MODIFYING ORDINANCE 2007-14, THE SEBASTIAN INLAND HARBOR PUD, CREATING THE SEBASTIAN INLAND HARBOR PLANNED UNIT DEVELOPMENT (PUD), PURSUANT TO SECTION 28-289 OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR TERMS AND CONDITIONS OF THE PUD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, s. 163.3194, Florida Statutes, requires that after a comprehensive plan, or element or portion thereof, has been adopted in conformity with this act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan or element shall be consistent with such plan or element as adopted; and,

WHEREAS, the City of St. Augustine Comprehensive Plan provides for the Residential Medium Density/Mixed Use designation for the subject property, and associated use and density criteria for development within said designation; and,

WHEREAS, Sec. 28-289 of the Code of the City of St. Augustine provides procedures for the establishment of a Planned Unit Development (PUD); and,

WHEREAS, the Sebastian Inland Harbor Planned Unit Development (PUD) was established by Ordinance 2004-23 and modified by Ordinance 2007-14, which became effective on August 23, 2007 and has a completion date of April 23, 2017; and,

WHEREAS, the Sebastian Inland Harbor Planned Unit Development (PUD) contains a mixed use commercial, residential and marina development as outlined in the Sebastian Inland Harbor PUD; and,

WHEREAS, the Sebastian Inland Harbor Planned Unit Development (PUD), applied for a minor modification to PUD Ordinance 2007-14 to add effectively ten (10) years to the completion date of the phase(s) of this project, from April 23, 2017, to a final completion date of January 1, 2027.

WHEREAS, on April 5, 2016, the City of St. Augustine Planning and Zoning Board reviewed a request to modify the Sebastian Inland Harbor PUD and made recommendations to the City Commission for approval of the PUD minor modification that included a commencement date of April 23, 2022, and a completion date of April 23, 2027. Commencement shall mean the City of St. Augustine's final acceptance, and approval of the plans for construction of the horizontal infrastructure for the project; and,

WHEREAS, the Sebastian Inland Harbor Planned Unit Development (PUD) development plan narrative dated April 14, 2016 contains the recommendations made on April 5, 2016 by the City of St. Augustine Planning and Zoning Board; and,

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

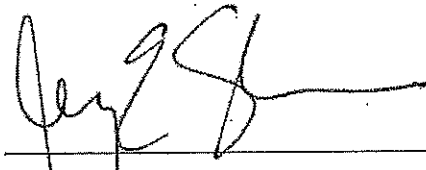
Section 1. Minor Modification of Ordinance 2007-14, the Sebastian Inland Harbor PUD creating the Sebastian Inland Harbor Planned Unit Development (PUD). The Sebastian Inland Harbor PUD, created by Ordinance 2004-23 and modified by Ordinance 2007-14, is hereby modified in accordance with the terms and conditions provided herein.

Section 2. Terms and Conditions of the Planned Unit Development. The terms and conditions of the Sebastian Inland Harbor PUD are as presented in the Development Plan Narrative submitted on April 14, 2016, and incorporated herein by reference. All terms and conditions expressly stated in Ordinance 2007-14 remain intact by the enactment of this Ordinance.

Section 3. Severability. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 4. Effective Date. This ordinance shall be effective ten (10) days after passage, pursuant to Section 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this 23rd day of May, 2016.



Nancy E. Shaver, Mayor-Commissioner

ATTEST:



Darlene Galambos, City Clerk

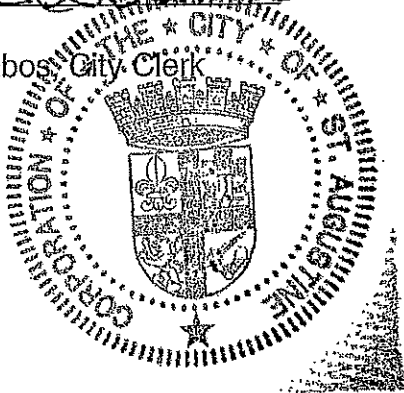


EXHIBIT "C"

**Modification to
Sebastian Inland Harbor
Planned Unit Development**

April 14, 2016

Applicants:

**SA Marina Holdings, LLC
1265 Upsala Road, Unit 1157
Sanford, Florida 32771**

**San Sebastian Retail, LLC
1 Independent Drive, Suite 1880
Jacksonville, Florida 32202**

Authorized Agent for the Applicants:

**Ellen Avery-Smith, Esq.
Rogers Towers, PA
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
(904) 825-1615**

Amended and Restated PUD Narrative
SAN SEBASTIAN INLAND HARBOR PUD

SECTION I

INTRODUCTION AND APPLICATION

This is an attachment to an application for a modification to the Sebastian Inland Harbor Planned Unit Development (Ordinance No. 2007-14) with accompanying documents as required by Section 28 (the “**Zoning Code**”) of the St. Augustine, Florida Code of Ordinances (“**Code of Ordinances**”). This narrative is intended to amend and restate the terms and conditions of the PUD with respect to the 11 acres owned by SA Marina Holdings, LLC, a Florida limited liability company (the “**SA Property**”) and 2.5 acres owned by San Sebastian Retail, LLC, a Florida limited liability company (the “**Retail Property**”). The SA Property and the Retail Property are sometimes collectively referred to herein as the “**Site**” or the “**Property**”. This is **Exhibit “C”** to the application form. This application is filed on behalf of the Applicants:

SA Marina Holdings, LLC
1265 Upsala Road, Unit 1157
Sanford, Florida 32771

San Sebastian Retail, LLC
1 Independent Drive, Suite 1880
Jacksonville, Florida 32202

The Property is within a project known as “The Sebastian Inland Harbor Development” (“**Project**”) and consists of approximately 13.5 acres of undeveloped land located on King Street and Sebastian Harbor Drive in the City of St. Augustine, and is more particularly described on the legal description attached to the application as **Exhibit “A”** (the “**Property**”). The Applicants are the successors in interest to the original developer of the Property. The Site is currently zoned Planned Unit Development (“**PUD**”), as defined within the Zoning Code. The

City Comprehensive Plan Future Land Use Map ("FLUM") designation of the Property is Residential Medium Density Mixed Use. This category allows for multiple-family dwellings, professional and business offices, restaurants, retail sales, marinas, museums, parking facilities and garages, bars and taverns, home offices, and hotels, motels, conference centers, convention centers and spas. The Project is exempt from the requirements of the Concurrency Management Ordinance of the City of St. Augustine (Ord. No. 91-23 and Article II, Section 21-26 through 21-60 of the Code of Ordinances).

A. **Location/Site Characteristics:** The Property is an irregular shaped parcel of land containing approximately 13.5 acres, of which approximately 10.88 acres are uplands. A copy of the topographical map of the Site is attached to this application as **Exhibit "E"**. The Project is located within the incorporated limits of the City of St. Augustine. A location map is attached to the application as **Exhibit "B"**. The Project is located on the south side of King Street and on the east bank of the San Sebastian River, which is a navigable waterway providing deep water access to the Intracoastal Waterway and the Atlantic Ocean. The Site contains approximately 260 feet of frontage along the south side of King Street, approximately 318.95 feet of frontage along the west side of Riberia Street, and approximately 922 feet of frontage on the San Sebastian River from the southern boundary north to King Street. The Site also has approximately 705.98 feet of frontage along Sebastian Harbor Drive, a two-lane thoroughfare that connects the southern section of what was formerly Malaga Street with Riberia Street. Site work for the Project has substantially commenced, including harbor dredging, construction of the bulkhead along the river and preliminary stormwater management work.

B. **Ownership/Agreement:** The Property is now owned by the Applicants, SA Marina Holdings, LLC and San Sebastian Retail, LLC. The Applicants have authorized Ellen

Avery-Smith, Esq. of Rogers Towers, P.A. to act on their collective behalf in this zoning modification request. The Applicants hereby agree and stipulate to proceed with the proposed development of the Property in accordance with the PUD Ordinance as adopted by the City of St. Augustine City Commission (the “**Commission**”) and all conditions and safeguards established by the Commission regarding the PUD modification. All successors in title to the Property shall be bound to the conditions of the approved PUD modification.

SECTION II

PLAN OF DEVELOPMENT

A. **Project Description:** The Project will be a mixed-use waterfront development consisting of residential condominium units, retail shops, a full-service hotel and spa, a marina, and a public riverwalk and amphitheater. Building heights will range from one (1) story on-grade to four (4) stories over parking as further specified below. The multi-story buildings will consist of a base treatment, a shaft and cap with sloped tile roofs to blend the appropriate scale and proportions with the surroundings buildings. Ornate cornice projections, roof overhangs, cantilevered balconies, window trim detailing and arches of hardcoat stucco and cast stone may be incorporated into the building facades to reinforce the historic St. Augustine architectural theme. The Project will incorporate roof design and finishes consistent with the historic St. Augustine architecture. The Project will also incorporate towers, as depicted on the MDP, to emulate the towers that are characteristic of the Flagler era buildings further east and to draw pedestrian traffic further west on King Street. The retail space to be located along King Street may have stucco facades and tile roofs with varying scales of storefront heights. All buildings will have stucco or brick facades. Shopfronts may be embellished with projecting canvas awnings, decorative light fixtures and signage. All architectural designs will be subject to review and approval of the Architectural Review Committee that has been established for the Project, as

further described below. The Project will comply with the Design Standards for Entry Road Corridors for the King Street Entry Corridor.

B. Permitted Uses: Allowable uses within the Site will include all uses currently allowed under the existing RGO zoning category and any additional uses that may be allowable in the future under the Zoning Code or the City of St. Augustine Comprehensive Plan, as may be amended from time to time, including, but not limited to, the following:

- (1) Multiple-family dwellings;
- (2) Professional and business offices;
- (3) Restaurants with indoor and outdoor sales;
- (4) Retail sales such as specialty food stores and drugs (but not supermarkets), clothing and toy and hobby shops, pet shops (but not kennel or veterinarian), bookstore and newsstand, stationery and card shops, leather goods and luggage, jewelry, art and photographic supplies, TV and stereo equipment (including incidental repairs), florist or gift shop, bake shop (but not wholesale bakery), sporting goods, sundries and notions, business office supplies, musical instruments, records and tapes, retail sale of alcohol and similar products, with no exterior display or storage of merchandise permitted;
- (5) Marina;
- (6) Museums;
- (7) Parking facilities and garages;
- (8) Bar/tavern, with indoor and outdoor sales;
- (9) Home office, private
- (10) Hotels, motels, conference centers, convention centers and spas;
- (11) Condominiums;
- (12) Outdoor amphitheater; and
- (13) All accessory uses and structures allowed by Section 28-348 of the Zoning Code in effect at the time of approval of the PUD.

C. **Development Standards:** As shown on the Master Development Plan ("MDP Map") attached hereto as **Exhibit "D"**, the Site will be developed as follows:

- Residential condominiums - up to 70 units
- Hotel - up to 225 rooms, with all typical hotel accessory uses allowed including, but not limited to:
 - Banquet Facility and Meeting Rooms
 - Spa and Exercise Facilities
 - Restaurants and Lounges
 - Gift Shops
 - Retail
- King Street Retail - up to 27,000 square feet
- Sebastian Harbor Drive Retail - up to 9,060 square feet
- Lorida Street Lofts - up to 15 units
- Marina with up to 65 slips (including 4 public slips) and a water taxi station;
- One multi-level parking garage and surface and subsurface parking lots;
- A public river walk connecting the marina to King Street (with access to King Street being through Sebastian Harbor Drive);¹ and
- Outdoor amphitheater, sculpture garden, and scenic water fountains.

D. **Minimum Setbacks:** The building setback from the exterior property boundaries shall be ten feet (10'), except that the Hotel portico located on Sebastian Harbor Drive may have a zero-foot (0') setback from the right-of-way and the multi-level parking garage shall have a minimum setback of ten feet (10') from the Riberia Street right-of-way at its southeastern corner and ten feet (10') from the southern property boundary. There shall be no building setbacks required within the interior of the Project.

¹ The public areas are, nonetheless, privately owned and Project owners, their successors and assigns, and the property owner's association, reserve the right to exclude persons and activities constituting a nuisance, a security risk or engaged in commercial activities. The Project owners may also close the public area between midnight and 7:00 a.m.

E. **Maximum Building Height:** The maximum building height allowable within the PUD shall be 50 feet (50') as measured in accordance with the Zoning Code for the existing RGO category, with an allowance of an additional fifteen feet (15') above the roof for mechanical equipment and architectural elements as described in the Zoning Code (to allow roof line variation). Additionally, one architectural element (such as towers, cupolas or icon) may exceed the roof of the Hotel. One tower may extend up to ninety feet (90'). A sketch depicting the building height cross section is attached as **Exhibit "F"**. The tower, including architectural design and location, will be subject to the approval of the Architectural Review Committee.

F. **Maximum Lot Coverage:** The Maximum Lot Coverage shall be 50 percent for buildings.

G. **Signage:** The signage for the Project shall comply with Commercial Zone 4 of Chapter 3 of the Code of Ordinances in effect at the time of approval of the PUD.

H. **Parking:** Parking for the PUD will be provided within surface and subsurface parking lots and the multi-level parking garage in the general location depicted on the MDP Map. Angular parking will be provided outside of the public right-of-way along Sebastian Harbor Drive as depicted on the MDP Map.

The total number of spaces provided will be a minimum of 636, as set forth in the table below. The final number will be determined by the actual residential unit sizes within the Project, and the final civil engineering plans approved for the site. The table below compares the number of spaces to be provided under this PUD and the number of spaces required under the Zoning Code:

Project Component	Spaces Required per Zoning Code	Spaces Provided per PUD
San Sebastian Winery	56	56

Condos — 70	148.751 ¹	140 ²
Lofts — 15	31.5	32
Hotel — Guest Rooms — 225 (estimated)	225	225 ³
Hotel — Accessory Uses (Meeting Spaces, Restaurant, Spa, Gift Shop, etc.)	109	35
Sebastian Harbor Drive Retail — 9,060 sq. ft.	30.2	31
King Street Retail up to 27,000 sq. ft	51.6-90	73
Public Marina Slips - 4	4	4 ⁵
Public Use Spaces	0	40
Total Spaces	637.45-681.85	636

¹ Based on 35 2-bedroom and 35 3-bedroom units.

² 2 parking spaces shall be provided for each unit.

³ 1 parking space shall be provided for each Guest Room in the Hotel.

⁴ A total of 35 parking spaces will be provided for all accessory uses to the Hotel (e.g. Meeting Spaces, Spa, Restaurant and Lounge and Gift Shops and similar accessory uses). This is identical to the existing PUD.

⁵ 1 parking space shall be provided for each public boat slip; no additional spaces are required for private slips for the condominium units.

Only the spaces associated with the residential units will be assigned and restricted (approximately 172); all of the other spaces within the development (approximately 460) will be unrestricted and available at all times for all other uses within the Project and for the public in general. The Project has not included in its calculations credits that would be available for allocating office space and storage to portions of the retail calculation or the effects of shared uses with parking demand occurring at different times of day or multiple uses (i.e., hotel guests who also shop). No recalculation on parking shall be required as tenants and uses change. All surface parking shall be free of charge at all time; however, the spaces in the parking garage may be subject to a market rate or fee. In addition to the parking required for the uses in the PUD, the Project will provide 40 extra public spaces.

I. **Hardscape / Landscape:** Exterior hardscape and landscaping within the Project will be done in accordance with a uniform "Master Hardscape and Landscape Plan" to be approved by the Architectural Review Committee and shall use local plant material and finishes indigenous to the St. Augustine area. The streetscape and public waterfront boardwalk may include, but shall not be limited to, decorative lampposts, benches and site furnishings, a sculpture garden, water fountains with accent lighting, a clock tower and a public amphitheatre to encourage an interactive pedestrian environment. A landscaped buffer will be installed between the south side of the Marina and the FPL sub-station which shall serve as additional "green space" and will shield the FP&L sub-station from view. The wall/boundary design between the pool and the public walkway area around the marina is depicted on **Exhibit "H"**.

J. **Tree Protection:** The PUD will be designed in accordance with the requirements of the tree protection provisions of Section 25-51 of the Code of Ordinances in effect at the time of approval of the PUD.

K. **Landscape Plan:** The final landscape plan will be designed in accordance with the Zoning Code requiring 25 percent shade trees with no more than 25 percent Palm Trees. More than 5 percent of these trees will be located inside the perimeter of the Project. As required by the Zoning Code, there will be 5 trees and 25 shrubs per 100 linear feet of perimeter. The only exception will be along the landscape buffer between the Marina and the FPL sub-station, where extensive use of Palm Trees may be necessary to effectively screen the sub-station and will be provided at the discretion of the Project owners. Further, this development will comply with "The Design Standards for Entry Corridors" as approved by the City of St. Augustine.

L. **Utilities:** All utilities for the Project will be located underground. The Project owners propose to bury the existing low-rise power lines along Sebastian Harbor Drive and will comply with all requirements of the City and Florida Power & Light ("FP&L") in connection with such activity. The utility providers for the Project as follows:

Water & Sewer	-	City of St. Augustine
Electric Service	-	FP&L
Telephone	-	Bell South
Law Enforcement	-	St. Augustine Police Department
Fire Protection	-	St. Augustine Fire Department

M. **Stormwater/Drainage:** Stormwater retention and drainage will be treated on site and may be located on the surface or underground (the "System"). All drainage structures and facilities for the System will be designed and constructed in compliance with City Ordinances and an Environmental Resource Permit issued by the Florida Department of Environmental Protection or St. Johns River Water Management District. The System will also provide on-site stormwater retention and drainage for the San Sebastian Winery and the Police Station located adjacent to the Site.

N. **Temporary Uses:** Temporary office(s) and construction trailers shall be allowed on site during construction of any building and may be moved throughout the site if necessary but shall be removed within 30 days of issuance of a final Certificate of Occupancy by the City for the building. Parking may be provided for the temporary offices and trailers in a temporary defined, but unpaved, area which meets the requirements of the Code of Ordinances in effect at the time of approval of the PUD.

O. **Access:** Access to the Site and the waterfront will be provided as generally depicted on the Site Plan. All entrances/exit driveways will be designed and permitted in compliance with City standards.

SECTION III

PHASING

The PUD is planned to be developed in one (1) phase. Construction must commence by April 23, 2022 and must be completed by April 23, 2027. "**Commencement**" shall be defined as the City's approval of construction plans for the horizontal infrastructure within the Property. Individual structures and uses may be built in sequence, and in such case all parking and other necessary support infrastructure will be built proportionately with the structures for which a certificate of occupancy is sought. By April 22, 2019, the Applicants will file any PUD amendment that they may seek. The Applicants will give written informational status reports to City Administration every six (6) months, from the date of this PUD modification until April 22, 2019.

SECTION IV

MAINTENANCE

The Project owners have recorded an Amended and Restated Declaration of Covenants and Restrictions for Sebastian Inland Harbor (the "**Covenants**") that are applicable to the Project as a whole and that will ensure that all elements and phases adhere to the original design. The Covenants are recorded in Official Records Book 2484, Page 974, Public Records of St. Johns County, Florida.

A. **Property Owners Association:** The Covenants establish a property owners association (the "**POA**") that is responsible for maintenance of the common elements of the Project. The POA has the power of assessment of maintenance fees and costs that provide for the ongoing maintenance of the stormwater system, lighting and other common areas and

facilities. A copy of the applicable maintenance and assessment provisions contained within the Covenants is attached hereto as Exhibit "G".

B. Architectural Review Committee: An Architectural Review Committee ("ARC") has been established for the Project that will approve construction materials, exterior colors, landscaping, signage and exterior lighting among other features. The ARC will be comprised of one member chosen by the City Council, one member chosen by the Project owners or the owners' successors and assigns, and one member chosen by the other two members of the ARC. All development plans for the Project will be required to be submitted to the Architectural Review Committee for its approval prior to construction.

SECTION V

COMPLIANCE WITH CONSERVATION OVERLAY ZONE

The Project is located within Conservation Overlay Zones ("COZ") 1, 2 and 3. The Project will comply with all city and state requirements concerning development on altered shorelines. The Site will be bulkheaded as depicted on the site plan. Based upon the lack of tree canopy on the site, there is no impact on COZ 3. The Project shall be evaluated according to the following criteria:

- (1) *Site specific conditions.* This is a vacant parcel of property adjacent to the San Sebastian River that contains no significant tree canopy.
- (2) *The site's relationship to adjacent properties, bodies of water and surrounding conservation zones.* The Site is adjacent to the San Sebastian River. It does not have any significant tree canopy.
- (3) *Natural and proposed drainage patterns.* The drainage patterns will be evaluated in the Saint Johns River Water Management District (the "SJRWMD") permitting process.
- (4) *Effect of point and nonpoint discharge in the marine environment.* The Impacts on the marine environment will be reviewed in the Department of Environmental Protection (the "DEP") permitting process.

- (5) ***Proposed soil stabilization and erosion control methods.*** Soil stabilization and erosion control methods will be addressed in the building permit/construction phase of the Project.
- (6) ***Impact on floodplain.*** All construction will meet current FEMA guidelines for floodplain management.
- (7) ***Impact of development on vegetative and animal communities.*** This is a vacant site that does not contain significant vegetation or known animal communities. Any impacts associated with dredging within the San Sebastian River will be addressed during the DEP and the Army Corps of Engineers (the "ACOE") permitting process.
- (8) ***Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.*** The Site is currently being monitored for previous contamination.
- (9) ***Effect of shade on vegetation and shellfish.*** The effect of shade will be reviewed in the DEP and ACOE permitting process.
- (10) ***Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.*** The effect on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion is not known at this time because the marina has not yet been constructed.
- (11) ***Impact of development on shoreline by linear feet and percent of site.*** There are 1975 linear feet of waterfront along the San Sebastian River and the Sebastian Inland Harbor. There are 875 linear feet of building structures on the waterfront, representing 44 percent of the total waterfront within the Project. However, a Riverwalk will be provided along the waterfront as depicted on the MDP Map. The Riverwalk will provide to the public an unobstructed view of the waterfront for the entire length of the Project. The Sebastian Inland Harbor waterfront and shoreline impacts comply with the requirements of Article II of the Code of Ordinance for COZ 1 and COZ 2.
- (12) ***Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.*** See Site Plan.
- (13) ***Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.*** The Project will comply with the landscaping requirements contained within Section 25 of the Zoning Code.
- (14) ***Impact of development on plant and animal habitat and potential loss in acres and percent of site.*** The site contains no significant vegetation. The potential for impact to plant and animal habitat will be addressed in the marina permitting process.

- (15) *Impact of development on water quality. Water quality objectives will be presumed to have been met if runoff water is routed to a surface water management system permitted by the St. Johns River Water Management District or to a treatment facility that is equivalent to the water quality treatment criteria (water retention/detention) of the water management district. (An engineer or landscape architect licensed in the State of Florida is required to certify that the treatment facility is equivalent to the district's criteria.)* Stormwater retention and drainage will be treated on site and will be designed and constructed in compliance with local and state permitting requirements.
- (16) *Impact of development on shellfish and on commercial and sport fish and waterfowl.* Non-applicable because there is no potential for harm to commercial shell fishing, sport fishing and water fowl because there are no commercial shell fishing, sport fishing or water fowl hunting activities at this site.
- (17) *Specific conditions applicable to docks. In addition to the considerations listed in subsections (1) through (16) herein, no boathouse, roofed structure or wall shall be constructed on any dock. This section shall not prohibit the use of bumpers or similar structures built at or near the water line and below deck levelation to protect the dock from damage caused by moored vessels. The deck of any private boat dock shall not exceed six (6) feet in height above mean high water. Boatlifts mounted on docks, or constructed on or adjacent to a dock, shall be limited to a capacity of twelve thousand (12,000) pounds or less. All boatlifts shall be low profile boatlifts or no profile boatlifts, and no boats in excess of thirty-two (32) feet in length shall be allowed on a boatlift. In addition, the maximum height, excluding masts, antennas and other non-occupiable features, of a boat suspended in a boatlift shall not exceed six (6) feet above the gunwale (gunnel); whereby, the gunwale (gunnel) is defined as the upper edge of the side of the ship or boat. A low profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall exceed three (3) feet above the deck. A no profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall protrude above the deck. The specific conditions applicable to docks will be reviewed in the Marina permitting process. The Project owners have no current plans to install boat lifts.*

SECTION VI

JUSTIFICATION FOR REZONING

Justification for approval of this PUD, when developed in accordance with the conditions stipulated within the application and imposed by the adopting ordinance include the following:

- (1) The Project will not adversely affect the orderly development of the City of St. Augustine as embodied by the City Zoning Ordinance and the Comprehensive

Plan. As described, this use is compatible with the surrounding zoning and Comprehensive Plan as well as the overall architectural trend of the area. The proposed PUD will be a benefit to the future occupants of the Project and to the residents of the City.

- (2) The Project incorporates design principles that create an overall design that blends the various components of the Project around open, pedestrian-friendly spaces, both on the waterfront and throughout the interior portions of the Project.
- (3) The Project will create a neighborhood/waterfront district that is a part of downtown St. Augustine - a place that will not only give tourists a new destination in the City, but a neighborhood that will bring St. Augustine residents back downtown to live, shop, eat and recreate.
- (4) The Project will conform to the requirements of the City Concurrency Management Ordinance ("**Concurrency Ordinance**"). Construction will commence only after confirmation by the City in accordance with the standards and procedures of the Concurrency Ordinance that the availability of adequate public facilities and services support the PUD, as modified, and issuance of a concurrency certificate.
- (5) The Project will not adversely affect the health, safety and welfare of the residents or workers in the area, will not be detrimental to the natural environment or to the development of adjacent properties and will accomplish the objectives, standards and criteria set forth in the definition of a Planned Unit Development.
- (6) The Project will address the City's immediate need for parking and conference space, and the conditions stipulated in the Covenants and PUD application and

imposed by the adopting ordinance provide for strict regulation and maintenance of the Project.

- (7) Consistent with the architectural style prevalent within the City of St. Augustine, the buildings will draw upon the local Spanish style theme of architecture that symbolizes the strong local character with tile sloped roofs as the dominant architectural feature.

SECTION VII

SUMMARY AND CONCLUSION

THEREFORE, this Planned Unit Development modification request meets all of the City requirements for a PUD, is consistent with the City of St. Augustine Comprehensive Plan, and does not conflict with any of the elements of the Comprehensive Plan.

APPLICANTS:

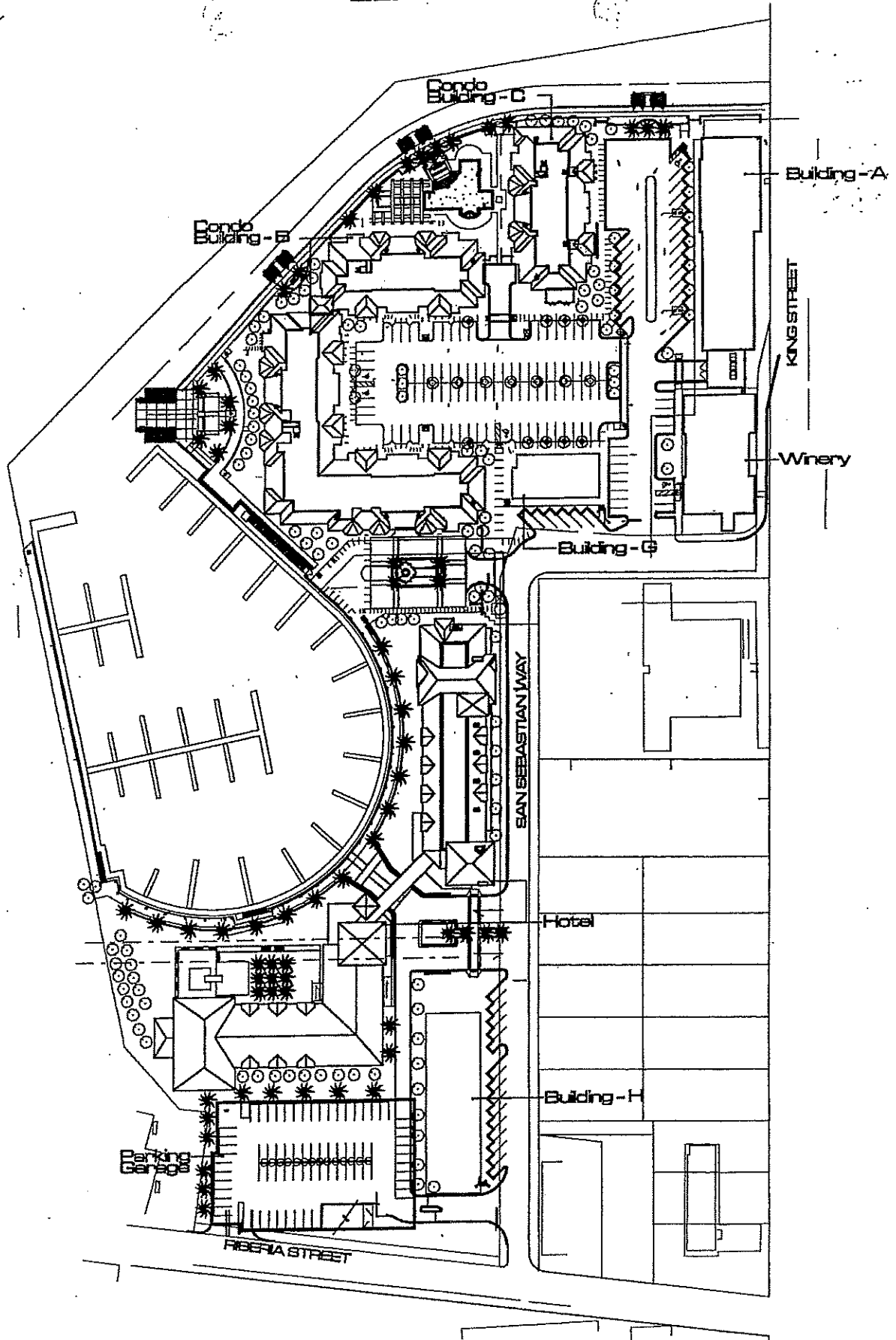
SA MARINA HOLDINGS, LLC

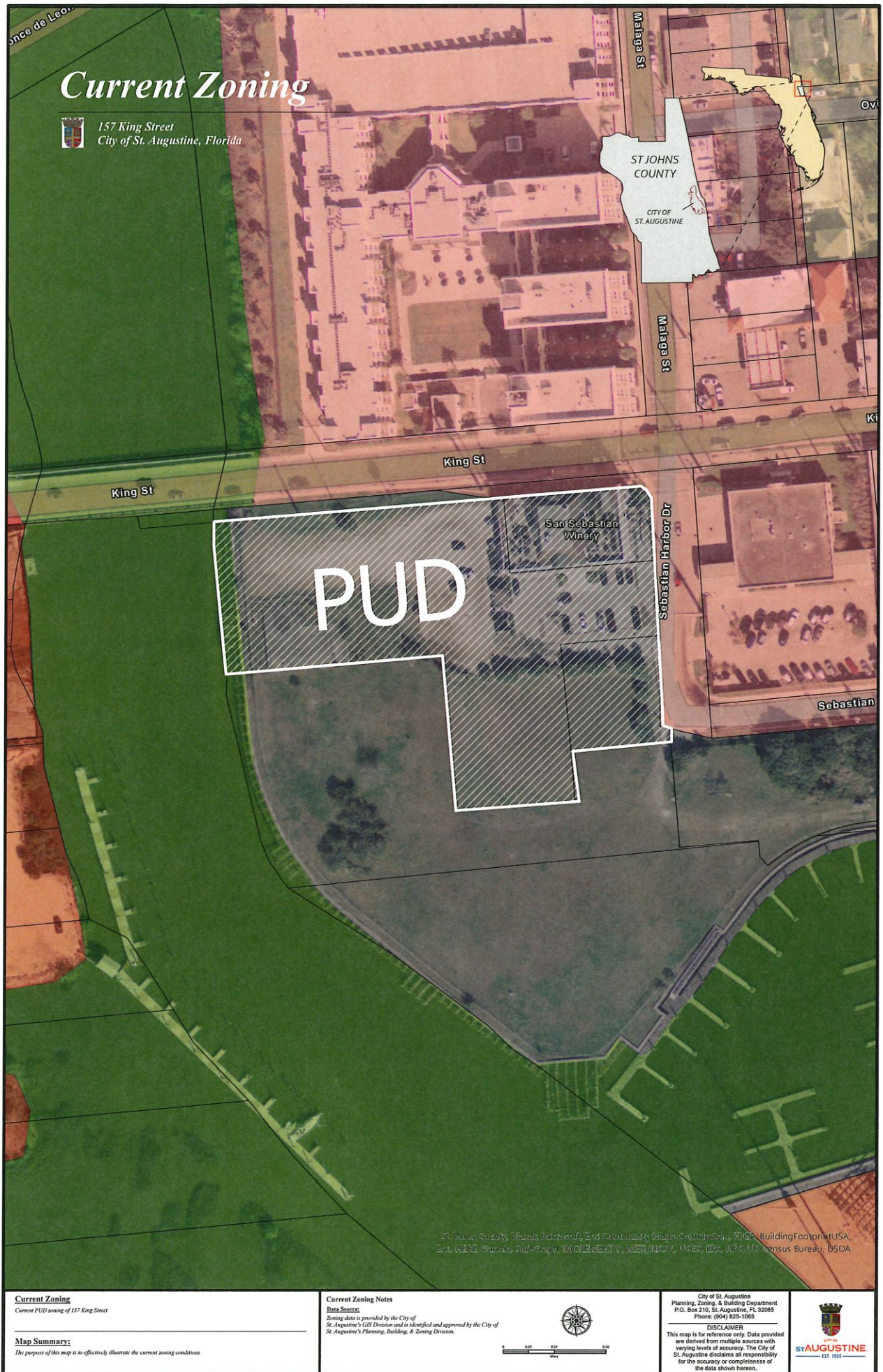
BY: _____
Gulamabbas Abdulhussein, Manager

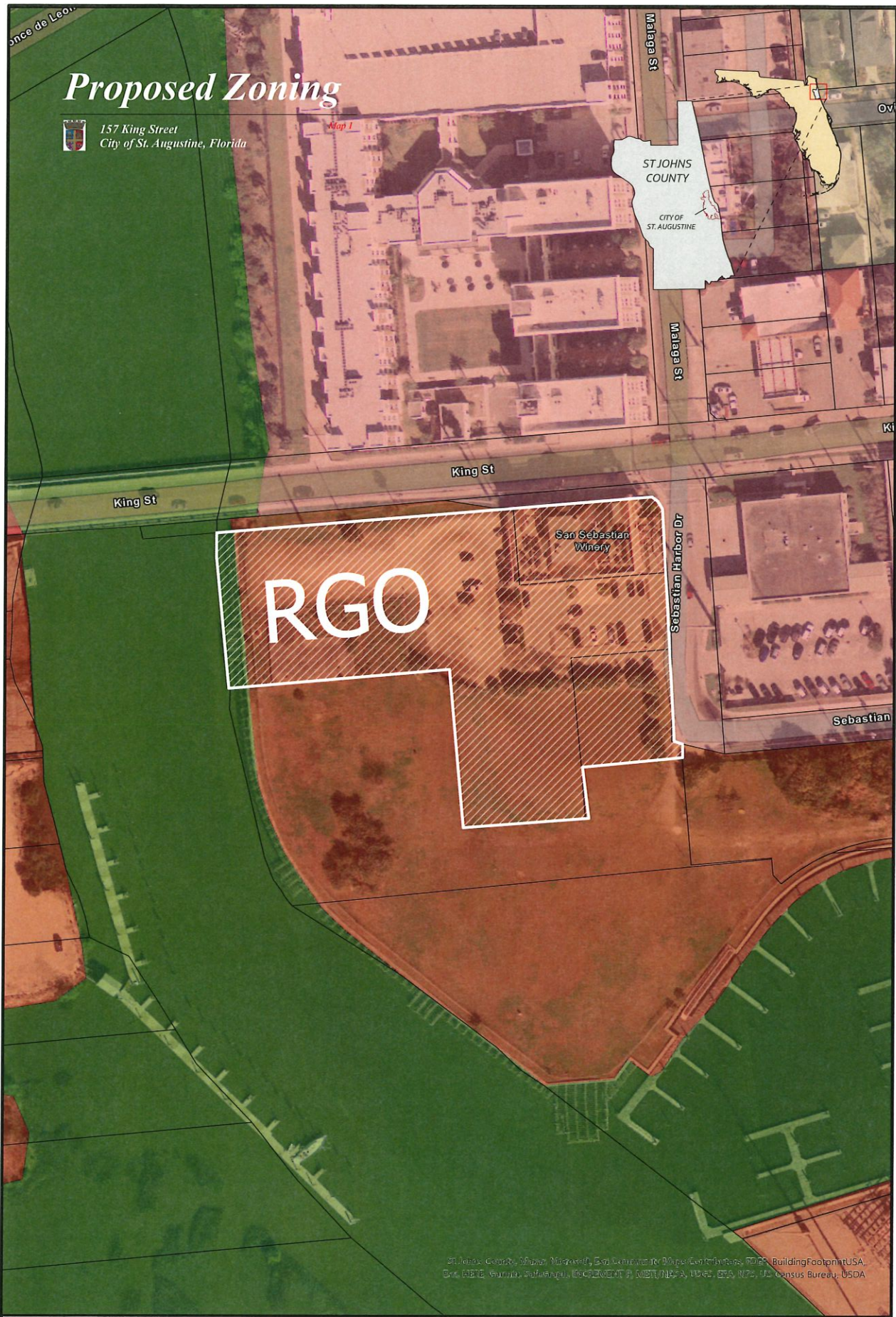
SAN SEBASTIAN RETAIL, LLC

BY: _____
Leonard H. Grunthal III, Manager

EXHIBIT "D"







Proposed Zoning

157 King Street
City of St. Augustine, Florida



RGO

San Sebastian Winery

ST JOHNS COUNTY
CITY OF ST. AUGUSTINE

King St

Malaga St

Sebastian Harbor Dr

Sebastian

ST. JOHNS COUNTY: MAPS, MICROSOFT, EXP. LANDSCAPE: MAPS, LOT-INTENT, RDCS, BUILDINGFOOTPRINTUSA, INC. HERE: GROUND, POLYGRAPH, DOCUMENT A, NUTRIENT, 1965, EPA, N72, U.S. Census Bureau, USDA

Proposed Zoning
Proposed zoning of 157 King Street

Map Summary:
The purpose of this map is to effectively illustrate what the new zoning proposal includes

Proposed Zoning Notes
Data Source:
Zoning data is provided by the City of St. Augustine's GIS Division and is identified and approved by the City of St. Augustine's Planning, Building, & Zoning Division.



City of St. Augustine
Planning, Zoning, & Building Department
P.O. Box 210, St. Augustine, FL 32085
Phone: (904) 825-1005

DISCLAIMER
This map is for reference only. Data provided are derived from multiple sources with varying levels of accuracy. The City of St. Augustine disclaims all responsibility for the accuracy or completeness of the data shown herein.



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: August 12, 2021

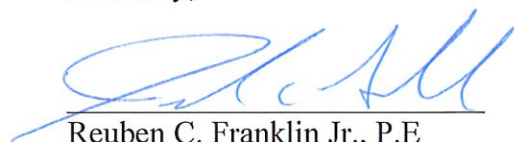
RE: Agenda Item August 23, 2021 City Commission Meeting;
Resolution 2021-29 Epoxy Construction and Maintenance Agreement
between FDOT and COSA on SR A1A/Avenida Menendez

The FDOT and COSA Public Works Department request City Commission consideration of the proposed resolution authorizing the execution of the one year Construction and Maintenance Agreement of colored epoxy coatings on pedestrian safety features on State Road A1A and Avenida Menendez.

The City of St. Augustine, as the maintaining agency, will be responsible for the maintenance and continuous operation to maintain coating with colored epoxy on all new and existing mast arms, controller cabinets, pedestrian poles, and pedestrian head(s) located within the project area on SR A1A/Avenida Menendez as shown in the Agreement's Exhibit A, attached with Resolution 2021-29.

Resolution 2021-29 and the proposed Construction and Maintenance Agreement are attached, and please let me know of any questions or concerns.

Sincerely,



Reuben C. Franklin Jr., P.E
Public Works Director

Resolution 2021-29 and Epoxy Agreement

cc:

D. Galambos, City Clerk
I. Lopez, City Attorney
M. Breidenstein, Assistant City Manager
M. Simpson, Financial Services Director

RESOLUTION 2021-29

A RESOLUTION OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA AUTHORIZING THE EXECUTION OF A CONSTRUCTION AND MAINTENANCE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF ST. AUGUSTINE FOR MAINTENANCE OF COLORED EPOXY COATINGS ON PEDESTRIAN SAFETY FEATURES ON SR A1A/AVENIDA MENENDEZ.

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

WHEREAS, the City Commission of the City of St. Augustine deems it in the public interest to maintain certain rights-of-way of the State Highway System within and around the corporate limits of the City and to enter into the attached agreement with the State of Florida, Department of Transportation, to maintain coating with colored epoxy all new and existing mast arms, controller cabinets, pedestrian poles, and pedestrian head(s) located within the project area on SR A1A/Avenida Menendez; and

WHEREAS, the City Attorney for the City of St. Augustine has approved the agreement as to form, content and legal sufficiency;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. That the City of St. Augustine concurs in and hereby adopts and ratifies the provisions of that certain maintenance agreement with the Florida Department of Transportation for the maintenance of colored epoxy coatings on pedestrian safety features on SR A1A/Avenida Menendez within the state rights-of-way as described in the agreement. A copy of the maintenance agreement is attached hereto and incorporated herein as Exhibit "A."

Section 2. That the City of St. Augustine hereby authorizes the City Manager and City Clerk to execute the maintenance agreement and transmit same to the Florida Department of Transportation.

ADOPTED in Regular Session of the City Commission for the City of St. Augustine, Florida, this _____ day of August, 2021.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CONSTRUCTION & MAINTENANCE AGREEMENT

THIS CONSTRUCTION & MAINTENANCE AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the City of St. Augustine, St. Johns County, Florida ("Agency").

-RECITALS-

1. The term "Property" shall refer to certain real property located within the jurisdictional limits of the Agency and owned by the Department, described as SR A1A/Avenida Menendez ("SR A1A"), as shown in red on **Exhibit "A"**; and
2. The Department will be constructing a transportation project via Final Project Number 443554-1-52-01 ("Project") for the purposes of adding standard pedestrian safety features, on SR A1A; and
3. The Agency, in conjunction with this Project, desires that the Department coat all new and existing mast arms, controller cabinets, pedestrian poles, and pedestrian head(s) (collectively referred to as the "Structures") located within the Project area with a colored epoxy coating ("Coloring"); and
4. Other than the Coloring, the operation, maintenance, and repair of all lighting or signals located within the Project area shall be performed via the existing *Highway Lighting Maintenance and Compensation Agreement* and *Traffic Signal Agreement* previously executed by and between the Department and Agency ("Lighting Agreement"), which will be updated to include the applicable Improvements following completion of the Project, see attached **Exhibit "B"**; and
5. For purposes of this Agreement, the term "Improvements" means and shall solely refer to the Coloring that is used to coat the Structures, each of which is more specifically identified in **Exhibit "C" Composite C-1 through C-4**; and
6. The Department shall fund the Project and Improvements, which is wholly contingent upon appropriation of funds to the Department; and
7. The Department shall construct the Improvements; and
8. The sole purpose of this Agreement is to allow the Agency to provide for the maintenance and repair of the Improvements; and
9. By Resolution _____, dated _____, the Agency authorized its representative to execute and enter this Agreement on behalf of the Agency, see **Exhibit "D"**.

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

4. TERM

The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date. Thereafter, this Agreement shall automatically renew for successive and continuing like one (1) year terms unless terminated by the Department.

5. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

6. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

7. PROJECT MANAGEMENT

The Department shall manage the Project for the design and construction of the Improvements and perform such activities as the Department deems necessary and appropriate to complete the Project for the Improvements, including, without limitation, seeking and obtaining approval and participation by one or more federal agencies, design of the Improvements, acquisition of right-of-way, construction of the improvements, and any other activities to facilitate satisfactory completion of the Improvements. The Department shall commence construction of the Improvements at its convenience after the appropriation of sufficient funds.

8. MAINTENANCE & REPAIR

A. The Agency shall maintain and repair the Improvements at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. Nothing in this Agreement shall obligate the Department to maintain or repair the Improvements, said obligations to remain the sole responsibility of the Agency.

B. If the Department determines that the Agency is not maintaining and repairing the Improvements in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

C. If the deficiency is not corrected timely, or if the Department determines that the deficiency remains after receipt of the Agency's written notice indicating that the deficiency has been corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete correction of the deficiency; (2) require the Agency to remove the Improvements and restore the Property pursuant to the "Removal" section of this Agreement; or (3) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

D. If at any time in the sole determination of the Department, the integrity or safety of the Improvements requires immediate maintenance or repair for the benefit of public health, safety or welfare, the Department may perform such maintenance and repairs it deems appropriate under the circumstances. The

Department shall provide the Agency with written notice of the emergency maintenance and repairs performed by the Department and an invoice for the same. The Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

9. IMPROVEMENTS & MODIFICATIONS

A. The Department may require the Agency to improve or modify the Improvements if the Department determines: (1) improvements or modifications are required by applicable Governmental Law; or (2) improvements or modifications will benefit the Department in the conduct of its business.

B. Required improvements and modifications shall be subject to the terms and provisions of this Agreement, specifically including, without limitation, the "Operation, Maintenance & Repair" section hereof.

C. Improvements and modifications shall be constructed and completed by the Agency within sixty (60) days of the date of the Department's written notice requiring improvements or modifications.

10. UTILITIES

The Agency shall be responsible for locating, removing and relocating utilities, both aerial and underground, if required for the Agency to perform this Agreement. The Agency shall ensure all utility locations are accurately documented on the construction Plans and Specifications, including the final as-built plans. All utility conflicts shall be resolved by the Agency directly with the applicable utility.

11. MAINTENANCE OF TRAFFIC

A. The Agency shall be responsible for the maintenance of traffic ("MOT") at all times during its performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of the Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; and (3) the Department's Roadway Design Standards Index 600 Series.

B. If the Agency fails to perform MOT as required herein, the Department, within its discretion, may elect to perform MOT at the Agency's sole cost and expense. Should the Department perform MOT, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

12. REMOVAL

A. The Department may require the Agency to remove the Improvements and restore the SR 116 right-of-way to such condition as required by the Department if the Department determines: (1) the Improvements is not maintained in accordance with Governmental Law; (2) removal of the Improvements is required by applicable Governmental Law; (3) the Agency breaches a material provision (as determined by the Department) of this Agreement, or (4) removal of the Improvements will benefit the Department in the conduct of its business. Removal and restoration shall be completed by the Agency within sixty (60) days of the date of the Department's written notice requiring removal of the Improvements, or such other time as the Department and the Agency mutually agree in writing.

B. Removal and restoration shall be completed by the Agency in accordance with all applicable Governmental Law.

C. Should the Agency fail to complete the removal and restoration work as required herein, the Department may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete removal and restoration; or (2) complete the removal and restoration at the Agency's sole cost and expense. Should the Department elect to complete the removal and restoration, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

13. PERMISSIVE USE

This Agreement creates a permissive use only and neither the granting of permission to use SR 116 or the the Improvements on or within the SR 116 right-of-way shall operate to create or vest any property right to or in the Agency. The Agency shall not acquire any right, title, interest or estate in the Department Property by virtue of the execution, operation, effect or performance of this Agreement.

14. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

15. DUE DILIGENCE & WARRANTIES

A. All due diligence requirements related to the Agency's negotiation, execution and performance of this Agreement are the sole responsibility of the Agency.

B. The Department makes no representations or warranties of any kind, express or implied, concerning the Department Property, including, without limitation, representations and warranties concerning: (1) the physical condition of the Department Property; and (2) merchantability or fitness for a particular purpose.

16. PAYMENT

All Department invoices submitted to the Agency for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Florida Statutes, until paid in full.

17. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's performance, or breach, of this Agreement ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for its negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

18. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time.

19. NOTICE

All notices, communications and determinations between the parties hereto and those required to be given under this Agreement, including, without limitation, any change to the notification address set forth below, shall be in writing and shall be sufficient if mailed by registered or certified mail to the parties at the following addresses:

Department: Florida Department of Transportation
Attention: Youngman Robert (LME)

St. Augustine Maintenance Engineer
3600 DOT Road
St. Augustine, Florida 32084

Agency: City of St. Augustine
Attention: Xavier Pellicer
Mobility Manager
P.O. Box 210
St. Augustine, Florida 32085

Agency agrees that if it fails to notify Department by certified mail of any changes to its notification address, Agency shall have waived any defense based on Department's failure to notify Agency.

20. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

21. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

22. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

23. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

24. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

25. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

26. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

27. ENTIRE AGREEMENT

This Agreement, together with any exhibits and documents made part hereof by reference, contains the

entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

28. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

29. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

30. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

31. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

32. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

33. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, Agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

34. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

35. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

36. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

- A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.
- B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.
- D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this

Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2
386-758-3727
D2prcustodian@ dot.State.FL.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

37. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund construction of the Improvements is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

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SIGNATURES ON FOLLOWING PAGE

Financial Project Id. No.: 443554-1-52-01
Federal Id. No.: D221-073-B
Project Description: SR A1A/Avenida Menendez from King Street to Castillo San Marcos
On System Department Construct Agency Maintain

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement, consisting of nineteen (19) pages.

Florida Department of Transportation

Attest:

By: _____

By: _____

Printed Name: Greg Evans

Printed Name: Elizabeth Engle

Title: District Two Secretary

Title: Office of the District Two

Date: _____

Date: _____

Legal Review:

By: _____
Office of the General Counsel
Florida Department of Transportation

Agency: City of St. Augustine

Attest:

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Legal Review:

By: _____
Legal Counsel for Agency

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EXHIBIT "A"
(Location Aerial)



EXHIBIT "B"
(Lighting and Signal Agreement)

DocuSign Envelope ID: 828A55FA-SEA9-4778-808E-20251EA7F298



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 South Marion Avenue
Lake City, Florida 32025-5874

KEVIN J. THIBAUT, P.E.
SECRETARY

April 7, 2020

City of St. Augustine
John P. Regan, P.E., City Manager
P.O. Box 210
St. Augustine, Florida 32085-0218

Contract: AN499
Fin Proj. No.: 41442017803
Description: State Highway Lighting Agreement
Renewal Period: July 1, 2020 thru June 30, 2021

Maintaining Agency:

The Department has reviewed the proposed prorated budget allocation for the upcoming fiscal year for the State Highway Lighting, Maintenance and Compensation program. The Department has determined the amount that you are currently eligible for under this program for the next year.

521 Street Lights x .9 x \$300.10 = \$140,716.89

The 90% multiplier used in the new formula shown in Exhibit B comes from paragraph 1.b. in your agreement which states that a minimum of 90% of the lights shall be operating and properly functioning.

Please sign and date: Exhibit "A" and return original signature and the Damage and Outage Report to:

**Florida Department of Transportation
District Maintenance Contracts Office – MS 2010
1109 South Marion Avenue
Lake City, Florida 32025-5874**

If the Department does not receive the Exhibit "A" fully executed and the Damage and Outage Report you will not be eligible for reimbursement of your cost for the period from July 1, 2020 to June 30, 2021. Return both documents on or before June 1, 2020.

If you have any questions, please contact Lisa Butler at (386) 961-7382 or lisa.buller@dot.state.fl.us or Sandra Brink at (386) 961-7585 or sandra.brink@dot.state.fl.us.

Sincerely,

Lisa M. Butler

Lisa Buller / Sandra Brink
District Maintenance Contract Managers

www.fdot.gov

**EXHIBIT "B" Cont'd
(Lighting and Signal Agreement)**

DocuSign Envelope ID: 828A55FA-5EA9-4778-808E-20251EA7F298

CITY OF ST. AUGUSTINE

EXHIBIT "A"

Contract AN499

Maintaining Agency Contact: Darlene Galambos, City Clerk

Contact phone number: 904-825-1040

Current Approved Amount for 2020/2021: \$140,716.89

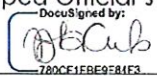


Maintaining Agency Signature
John P. Regan
City Manager

13 April 2020

Date

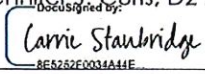
Typed Official's Name / Title



DocuSigned by:
7B0CF1EBE9F81F3
Jennifer J. Curls, D2 Maintenance Contracts Administrator

5/5/2020 | 11:37 AM EDT

Date



DocuSigned by:
BE5282F0034A44E
Carrie A. Stanbridge, P.E. District Two Maintenance Engineer

5/5/2020 | 11:45 AM EDT

Date



Isabelle C. Lopez, "Approved for form and legal sufficiency"

EXHIBIT "B" Cont'd
(Lighting and Signal Agreement)

DocuSign Envelope ID: 828A55FA-5EA9-4778-808E-20251EA7F298

CITY OF ST. AUGUSTINE

"EXHIBIT C"

Contract AN499
Street Lighting Inventory Report

Maintaining Agency Contact: Darlene Galambos, City Clerk

Contact phone number: 904-825-1040

Anastasia Blvd	Dolphin Dr.	Crassoldi Street	85
May St	San Marco Ave.	Vilano Beach Boat Ramp	14
San Marco Ave.	US1/Ponce de Leon	W. Castillo Dr.	47
S. Castillo	W. Castillo Dr.	Cuna St	27
Avenida Menendez	Cuna St	King St.	51
SR 16	US1/Ponce de Leon	Lewis Speedway (single)	1
SR 16	US1 / Ponce de Leon	Lewis Speedway (doubles)	12
W. King St.	N. Whitney St.	US1/Ponce de Leon	14
King St	US1/Ponce de Leon	Avenida Menendez	37
Bridge of Lions	Dolphin Dr.	Avenida Menendez (doubles)	57
US1 / Ponce De Leon	Polinciana Ave.	Arapaho Ave.	163
Cathedral Place	Cordova	Avenida Mende	13
		TOTAL	521

EXHIBIT "B" Cont'd
(Lighting and Signal Agreement)

DocuSign Envelope ID: 828A55FA-5EA9-4778-808E-20251EA7F298

CITY OF ST. AUGUSTINE
Damage and Outage Report
Contract AN499

Maintaining Agency Contact: Darlene Galambos, City Clerk
Contact phone number: 904-825-1040

State Road	To	From	Date Reported	To Whom

Financial Project Id. No.: 443554-1-52-01
 Federal Id. No.: D221-073-B
 Project Description: SR A1A/Avenida Menendez from King Street to Castillo San Marcos
 On System Department Construct Agency Maintain

**EXHIBIT "B" Cont'd
 (Lighting and Signal Agreement)**

DocuSign Envelope ID: 828A55FA-5EA9-4779-808E-20251EA7F298

To: sandra.brink@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION
 FUNDS APPROVAL**

AN499

4/30/2020

CONTRACT INFORMATION

Contract:	AN499
Contract Type:	AF - UTILITIES JOIN PROJ (UTIL JT PT)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF ST AUGUSTINE
Vendor ID:	F596000420021
Beginning Date of This Agreement:	07/01/2003
Ending Date of This Agreement:	06/30/2099
Contract Total/Budgetary Ceiling:	ct = \$1,511,613.31
Description:	:41442017203;41442017203;41442017203;41442017203;

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 4/30/2020

Action:	Supplemental
Reviewed or Approved:	*REVIEWED
Organization Code:	55024040210
Expansion Option:	A1
Object Code:	242059
Amount:	\$140,716.89
Financial Project:	41442017803
Work Activity (FCT):	787
CFDA:	
Fiscal Year:	2021
Budget Entity:	55150200
Category/Category Year:	088712/21
Amendment ID:	S022
Sequence:	00
User Assigned ID:	S021
Enc Line (6s)/Status:	/04

Total Amount: \$140,716.89

*Reviewed Funds Approval and encumbrance processing is contingent upon Annual Legislative appropriation.

Page 1 of 1

EXHIBIT "C"
Composite C-1

Avenida Menendez & King St

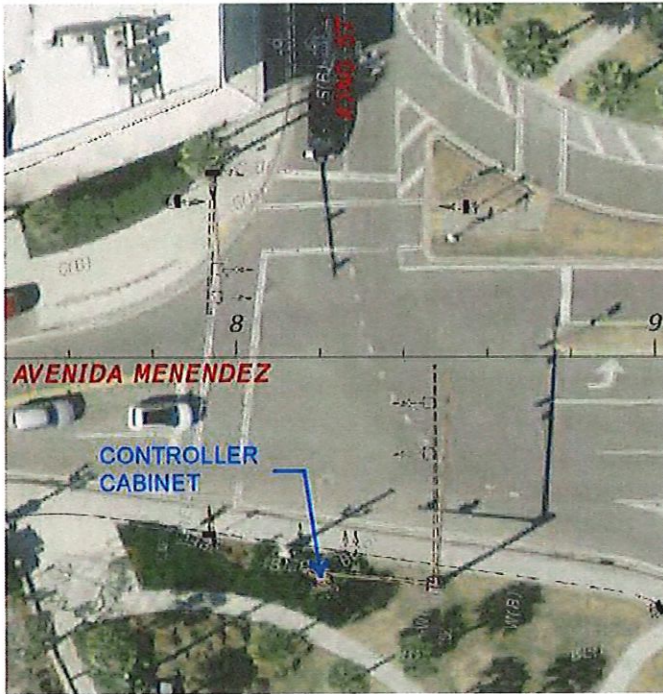


EXHIBIT "C" Cont'd
Composite C-2

SR A1A (Avenida Menendez) & Hilton



SR A1A (Avenida Menendez) & Hypolita St

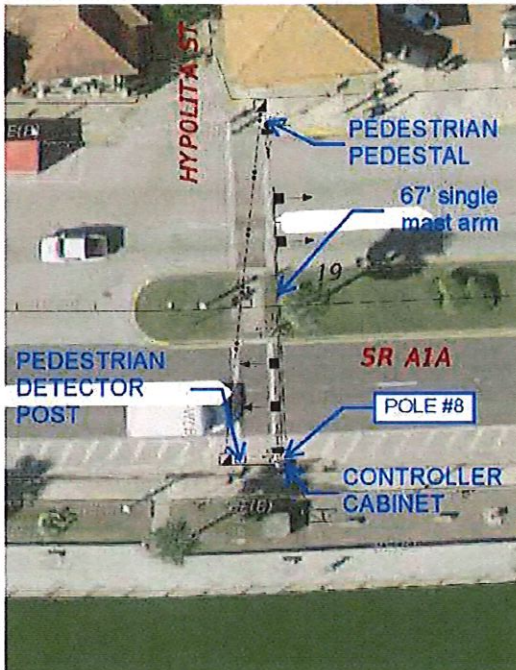


EXHIBIT "C" Cont'd
Composite C-3

SR A1A (Avenida Menendez) & Cuna St



SR A1A (Avenida Menendez) & Fort Alley

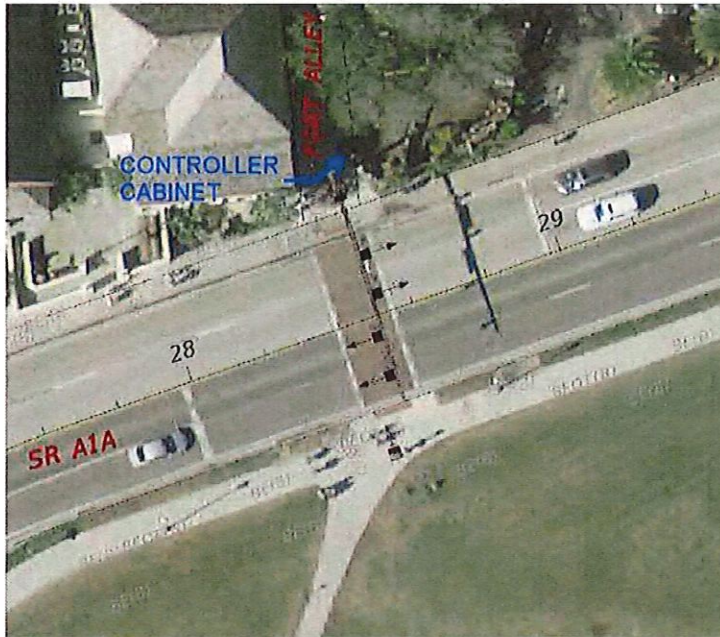
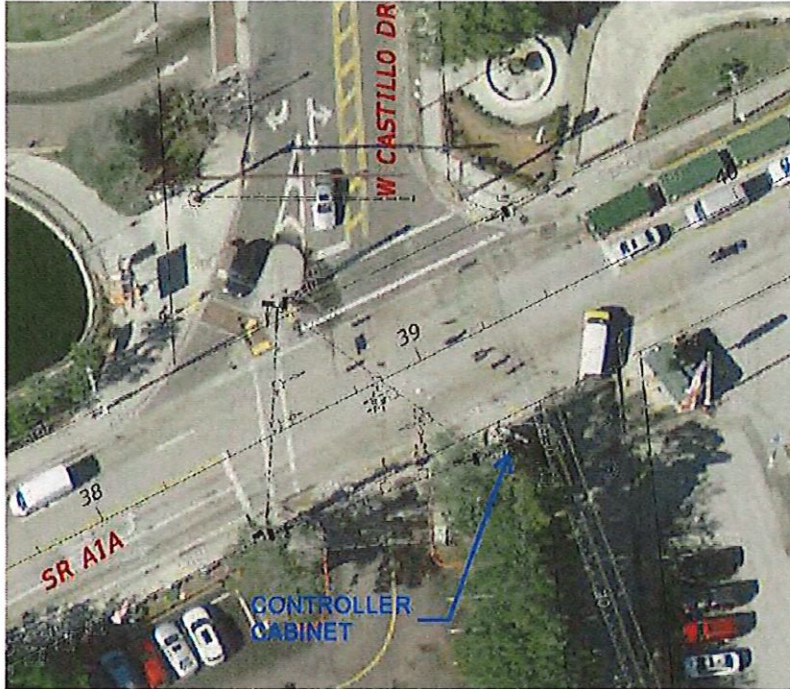


EXHIBIT "C" Cont'd
Composite C-4

SR A1A (Avenida Menendez) & W Castillo Dr



Financial Project Id. No.: 443554-1-52-01

Federal Id. No.: D221-073-B

Project Description: SR A1A/Avenida Menendez from King Street to Castillo San Marcos

On System Department Construct Agency Maintain

EXHIBIT "D"
(Resolution)

CITY OF ST. AUGUSTINE

MEMORANDUM

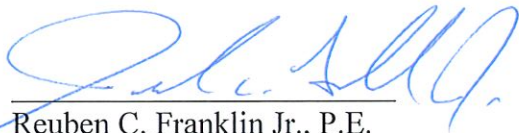
TO: John Regan, P.E.
City Manager

DATE: August 11, 2021

RE: Agenda Item for August 23, 2021 City Commission Meeting;
Contract Number PW2021-15 – FEMA Flood Mitigation Assistance (FMA)
Program with Quality Engineering

The City recently awarded the referenced contract to Quality Engineering through a competitive procurement process for Grant Administration Services for the FEMA Hazard Mitigation Assistance (HMA) program, with a focus on the Flood Mitigation Assistance (FMA) program. The FMA program is a competitive grant program that provides funding to states, local communities, federally recognized tribes and territories. Funds can be used for projects that reduce or eliminate the risk of repetitive flood damage to buildings insured by the National Flood Insurance Program. Quality Engineering will be conducting a series of informational workshops on the FMA program that will be open to the public. Quality Engineering will also assist the City in submitting applications for eligible activities for the upcoming grant cycle. I would like to introduce Quality Engineering to the Commission to provide an introduction and brief overview of the FMA program.

Please let me know if you have any questions or concerns regarding this agenda item.



Reuben C. Franklin Jr., P.E.
Public Works Director

cc: City Attorney & Department Heads



CITY OF
ST AUGUSTINE
EST. 1565

City Commission

Quality Engineering & Surveying LLC FEMA Flood Mitigation Assistance Program

August 23, 2021

Reuben C. Franklin, Jr., P.E. Director, Public Works
Jessica L. Beach, P.E. Chief Resilience Officer





Background

- ❖ Many residents and businesses have been impacted from recent flood events with damages to their homes, buildings and properties
- ❖ Feedback from the community was the request for assistance in elevating homes/structures and information/access to flood mitigation resources
- ❖ The City responded to this request
 - ✓ Outreach and educational meetings
 - ✓ Individual flood mitigation site visits
 - ✓ Federal – FEMA's Flood Mitigation Assistance (FMA) Program
 - Competitive grant program – available annually
 - Funds can be used for projects that reduce or eliminate the risk of repetitive flood damage to buildings insured by the National Flood Insurance Program
 - City submitted 2 applications in FY20 cycle to pilot the application process
 - ✓ Competitive solicitation process (Request for Qualifications) for grant administration services for FEMA's Hazard Mitigation Assistance Program (with a focus on FMA)



Background

❖ Solicitation process

- ✓ Advertise and review responses (10 respondents submitted)
- ✓ Team evaluation for each submittal
- ✓ Team included well rounded representation of city staff
 - Corey Sakryd, General Services Deputy Director
 - Richard "Buddy" Schauland, Building Official/Floodplain Manager
 - Melissa Wissel, Communications Director
 - Jessica Beach, Chief Resilience Officer
- ❖ Negotiations and contract award with the top ranked respondent
 - ✓ Quality Engineering & Surveying, LLC
 - Company based out of Louisiana
 - Specialize in the FEMA's Flood Mitigation Assistance Program
 - Assisted numerous applicants through the FMA process, resulting in award of funding to elevate at-risk structures



CITY OF
ST AUGUSTINE
EST. 1565

Quality Engineering & Surveying, LLC



Jamie Seal, CFM
Senior Project Manager

Kimberly Ryals, CFM
Senior Project Manager

Robert E. Leslie, PE, CFM
Benefit Cost Analyst

Maurice C. Sonnier
Senior Project Manager

Edward Anthony, PMP
Planner

Nancy Banales-Mabile
Project Manager



COMPLETION DATE

INVOLVEMENT

- JAMIE SEAL, CFM
- KIMBERLY RYALS, CFM
- MAURICE SONNIER

PROJECT HIGHLIGHTS

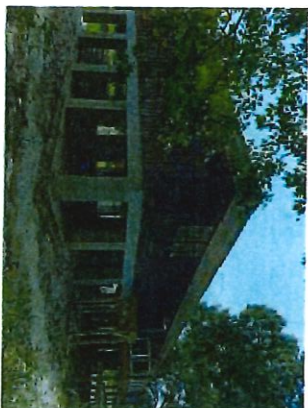
- PROJECT MANAGEMENT

REFERENCE CONTACT

ROBBY MILLER
TANGIPAHOA PARISH
GOVERNMENT
P.O. BOX 215
AMITE, LA 70422
(225) 635 - 3861

TANGIPAHOA PARISH HURRICANE ISAAC HMCP

QES was procured by the Tangipahoa Parish Government (TPG) to help reduce or eliminate future damages and NEIP Claims in accordance with rules and regulations set forth by FEMA and local ordinance. QES ensured that each structure met the requirements of the standards set forth by ASCE 24. QES supported the Parish in implementing are elevations and acquisitions. The scope of work included, but were not limited to, homeowner outreach and education, milestone site inspections, review of elevation certificates and engineering design plans, ICC Claims, attachment request, procurement of asbestos services, title services, and demolition services, official closing and demolition of each applicable structure, and final project closeout submissions to GOSHSP and FEMA for grant application.





Quality Engineering & Surveying, LLC

❖ Next steps - Information workshops and individual consultations

Tentative schedule

✓ Workshops

- ☐ Tuesday, August 24th - 10 AM – 12 PM – Alcazar Room
- ☐ Tuesday, August 24th - 6 PM – 8 PM – Alcazar Room
- ☐ Wednesday, August 25th – 1 PM – 3 PM – Alcazar Room

✓ Individual consultations

- ☐ Available around workshop sessions (Tues/Wed/Thurs/Friday)

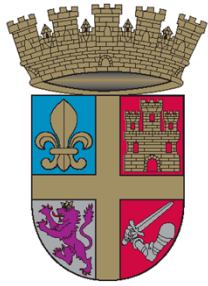
✓ Site visits

- ☐ Thursday, August 26th
- ☐ Friday, August 27th

❖ Application period will open September 30th , closes November 12th



Additional Questions and Commission Discussion



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

Whereas, National Hispanic Heritage Month is observed from September 15 to October 15 to celebrate the histories, cultures, and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean and Central and South America; and

Whereas, the observance was born in 1968 when Congress authorized the president to issue an annual proclamation designating National Hispanic Heritage Week. Just two decades later, lawmakers expanded it to a monthlong celebration; and

Whereas, Reflecting the remarkable diversity of the American people, Hispanics represent a wide range of nationalities and backgrounds; and like so many Americans, Hispanics have overcome great obstacles to persevere and flourish in every sector of our society. With enduring values of faith and family, hard work and sacrifice, Hispanics have preserved the rich heritage of generations past while contributing mightily to the promise of our Nation for their children and grandchildren; and

Whereas, the influence and history of Hispanics in St. Augustine has been profound and positive enriching every aspect of culture, bringing creativity and innovation to all aspects of this community, including local cuisine.

***NOW, THEREFORE,** the St. Augustine City Commission of the City of St. Augustine hereby designates September 15 through October 15 2021 as **HISPANIC HERITAGE MONTH** and calls upon public officials, educators, librarians, and all the people of St. Augustine to observe this month with appropriate ceremonies, activities, and programs.*

***IN WITNESS WHEREOF,** I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 13th day of September in the year of our Lord two thousand twenty-one and the four hundred and fifty-sixth year of the founding of St. Augustine, the Nation's Oldest City.*

2021-17

Tracy Upchurch, Mayor

"Most Loyal and Valorous"

Title conferred upon the Presidio of St. Augustine by King Philip V of Spain, November 26, 1715

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan
City Manager

DATE: August 12, 2021

RE: Ratification of Collective Bargaining Agreement

The attached is the signed collective bargaining agreement between the City of St. Augustine and the Professional Firefighters of St. Augustine. The bargaining unit members voted and approved the agreement. The contract covers a 3-year period from October 1, 2021 until September 30, 2024 and needs to be ratified by the Commission.

Please add this to the consent agenda for the City Commission meeting on August 23rd for approval.

As always, please do not hesitate to contact me if you have any questions.



Donna S. Hayes
Human Resources Director

AGREEMENT
between
THE CITY OF ST. AUGUSTINE
and the
PROFESSIONAL FIREFIGHTERS OF ST. AUGUSTINE
LOCAL NO. 2282
FIREFIGHTERS AND FIRE LIEUTENANTS
IN SEPARATE BARGAINING UNITS

October 1, 2021, through September 30, 2024

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ARTICLE I

AGREEMENT

This Agreement is entered into between the City of St. Augustine (hereinafter called "City"), and the Professional Firefighters of St. Augustine affiliated with the International Association of Firefighters (hereinafter called "the Union"). In all cases where the male pronoun is used through this contract, it should be deemed to include both male and female. It is the intent and purpose of this Agreement to assure sound and beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings and differences which may arise concerning rate of pay, wages, hours of employment and other conditions of employment. There shall be no individual arrangements contrary to the terms herein provided. It is understood that the City is engaged in furnishing essential public service which vitally affects the health, safety, comfort and general well-being of the public and both parties hereto recognize the need for continuous and reliable services to the public.

ARTICLE 2

RECOGNITION

A. The City of St. Augustine recognizes the Professional Firefighters of St. Augustine as the exclusive bargaining agent for those employees classified as Firefighters and Firefighters Engineers for the purpose of bargaining collectively concerning wages and working conditions, (and Fire Lieutenants in a separate bargaining unit.)

B. Bargaining unit employees shall serve a probationary period of one year, beginning on their date of hire with the City of St. Augustine. During the one-year probationary period, the following rules shall apply:

- 1) Probationary employees shall accrue sick leave during their probationary period in accordance with the accrual schedule set forth in Article 13 of this Agreement; provided, however, that probationary employees shall only be allowed to use accrued sick leave after 90 days of employment;
- 2) Probationary employees shall accrue vacation leave during their probationary period in accordance with the accrual schedule set forth in Article 18 of this agreement; provided, however, that probationary employees shall only be allowed to use accrued vacation leave after 180 days of employment and then, only at the discretion of the Fire Chief or his designee;
- 3) An individual who successfully completes his or her probationary period shall become a regular status employee. An individual who does not successfully complete his or her probationary period shall not be paid out any accrued, unused sick or vacation leave upon their separation from the City of St. Augustine.

ARTICLE 3

PROFESSIONAL FIREFIGHTERS' SECURITY

The City will place a copy of this Agreement in each fire station for the purpose of information and to make known that the Professional Firefighters of St. Augustine, Florida has been recognized by the City.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1

The Professional Firefighters of St. Augustine recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities; and the powers and authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City. Management officials of the City retain rights, in accordance with applicable laws and regulations, which include but are not limited to the following:

- a. To manage and direct the employees of the City;
- b. To hire, promote, transfer, schedule, assign and retain employees in positions with the City;
- c. To suspend, demote, discharge or take other disciplinary action against employees for just cause;
- d. To relieve employees from duties because of lack of work, funds or other legitimate reasons;
- e. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work; provided that such subcontracting will not be effective until the expiration date set forth in the contract, or until the annual anniversary date of the contract if it is a multi-year agreement;
- f. To determine the number of employees to be employed by the City;
- g. To determine the number, types and grades of positions or employees assigned to an operational unit, department or project;

- h. The organization of City government;
- i. To maintain and improve the efficiency of the operations of the City;
- j. To determine internal security practices.

Section 2

The City has the sole authority to determine the purpose and mission of the City and the amount of the budget to be adopted by the City Commission.

Section 3

If, in the discretion of the City Commission, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 4

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees at the discretion of the City may be required to perform duties not within their job descriptions, as long as they are Fire Department related.

Section 5

The parties agree that, upon the exercise of a management prerogative that requires impact bargaining, in the absence of an emergency declared by the City Commission, upon request of the Union, the City will be available to negotiate impact following the announcement of the exercise of management right.

ARTICLE 5
DISCRIMINATION

The Employer and the Professional Firefighters agree not to discriminate against any employee because of their legitimate activity on behalf of or in opposition to the Union or membership or non-membership in the Union.

ARTICLE 6

PAYROLL DEDUCTION OF DUES

The Employer agrees to deduct dues twenty-four (24) times per year in an amount certified to be current by the Secretary-Treasurer of the Professional Firefighters of St. Augustine from the pay of those employees who request that such deductions be made. The total amount of deductions shall be submitted within ten (10) days following the date pay is issued by the Employer to the Treasurer of the Professional Firefighters of St. Augustine. This authorization shall remain in effect during the term of this Agreement unless cancelled by the employee upon thirty days' notice to the City and the Union.

SAMPLE PAYROLL DEDUCTION AUTHORIZATION

NAME _____ **DEPARTMENT**

EMPLOYER

EFFECTIVE DATE

I HEREBY REQUEST AND AUTHORIZE

(Name of Employer)

TO DEDUCT FROM MY EARNINGS TWENTY-FOUR (24) TIMES PER YEAR, UNION DUES IN AN AMOUNT CERTIFIED TO BE CURRENT BY THE SECRETARY TREASURER OF THE UNION. THE AMOUNT DEDUCTED SHALL BE REMITTED TO THE SECRETARY TREASURER OF THE UNION.

(Signature)

ARTICLE 7

PROHIBITION OF STRIKES

Section 1

The Union and its members agree not to engage in a strike, work stoppage, work slowdown or any other similar form of interference with the operation of the Fire Department.

Section 2

Any employee who participates in or promotes a strike, work stoppage, work slowdown or other similar forms of interference with the operation of the Fire Department shall be subject to disciplinary action, up to and including discharge.

Section 3

In the event of a strike, work stoppage, work slowdown or interference with the operation of the Fire Department, a responsible official of the Union will promptly and publicly disavow such strike, work stoppage, work slowdown or other similar forms of interference with the operation of the Fire Department and order the employees to return to work and attempt to bring a prompt resumption of normal operations. The Union will notify the City within eight (8) hours after the commencement of such strike, work stoppage, work slowdown or other similar forms of interference with the operation of the Fire Department, what measures it has taken to comply with the provisions of this Article.

Section 4

In the event of a strike, work stoppage, work slowdown, if such strike, work stoppage or work slowdown continues for more than forty-eight (48) hours, this Agreement shall immediately be null and void in its entirety.

ARTICLE 8

REPRESENTATION

Section 1

There shall be one (1) Steward on each shift.

Section 2

The Union will notify the City's Human Resources Division of the names, addresses and phone numbers of each Union officer and Steward on or before January 1 of each year. If there is any change in Union officers or Stewards during the year, the City's Human Resources Division will be notified immediately.

Section 3

The City and the Union agree to abide by Fla. Stat. 447.509 regarding solicitation and distribution.

ARTICLE 9

PROFESSIONAL FIREFIGHTERS' BUSINESS

Section 1

The employee who is the President of the Union and covered by this Agreement will be granted time-off by the Fire Chief, or his designee, to conduct Union business provided a written request is submitted prior to the time-off period and sufficient manpower is available on the regular shift to properly man the department during the absence of the Union President. In emergencies, the request may be submitted orally and later confirmed in writing.

Section 2

Business meetings of the Union may be held at Station 1. Notice of such business meetings shall be submitted to the Fire Chief, or his designee, prior to posting and must bear his signature signifying that such meeting will not interfere with Fire Department operations. Any notice of such business meeting found posted without the signature of the Fire Chief, or his designee, shall be removed from the bulletin boards by the shift commander and the meeting shall not be held. Employees from the Island fire station may attend such meetings, which have been posted in accordance to this Section.

ARTICLE 10

WORK RULES

Section 1

All rules, regulations, policy, and procedures of the Fire Department in effect on the effective day of this Agreement shall remain in full force and effect if not specifically in conflict with any Article or Section of this Agreement. Authority to change, modify or delete rules, regulations, policy, or procedures rests with the City.

Section 2

Any rules, regulations, policies, and procedures of the Fire Department issued after the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with any Article or Section of this Agreement.

Section 3

Prevailing Rights. All rights, privileges and working conditions enjoyed by employees on the effective date of this Agreement, which are not included in this Agreement, will be presumed to be reasonable and proper and will not be changed arbitrarily or capriciously or unilaterally, until the impasse procedure under Article 4, Section 5 is exhausted.

ARTICLE 11

INSURANCE

The Employer will provide liability, life and any other insurance coverage as required by state law for every member of the bargaining unit. The Employer will also provide legal representation and indemnification for bargaining unit employees as provided in Section 111.07, Florida Statutes.

ARTICLE 12

BULLETIN BOARDS

Section 1

The Union shall have the use of one-half of the area of bulletin boards located in the fire stations for posting notices but restricted to:

- a. Notices of Union meetings,
- b. Notices of Union elections and results of such elections,
- c. Notices of Union recreational and social affairs, and
- d. Notices of Union appointments and other official business.

Section 2

All notices shall be signed by an officer of the Union.

Section 3

Copies of all notices shall be submitted to the Fire Chief prior to their being posted.

Section 4

Any material found on Union bulletin board space not on file with the Fire Chief or not signed by an officer of the Union shall be removed by the Shift Commander.

ARTICLE 13

SICK LEAVE AND WORKER'S COMPENSATION

Section 1 Sick Leave Accrual

As used in this collective bargaining agreement, the terms "accrued" or "accrual" shall not be construed as an unqualified right to sick benefits but shall be specifically subject to the exceptions and conditions set forth in this Article. Each regular full-time and probationary employee will earn sick leave credit at a rate in accordance with the schedule below. All sick leave hours credited for bi-weekly pay periods will be credited as payable sick leave as follows:

Hours in Regular Payroll Period	No. of hrs. Accumulated Per Bi-Weekly Pay Period	Number of Hours Accumulated Per Year
112	4.310 Payable Sick Leave	112.06

Payable sick leave is defined as sick leave hours to be used as sick leave while employed or paid for upon retirement or resignation from the City, provided the employee has completed probation. When an employee has used his/her accumulated sick leave so as to have reduced his/her sick leave balance to zero (0), he/she shall not be able to use any sick leave accrual until he/she has returned to full-time duty. Sick leave will be credited to employees' accounts bi-weekly. Probationary employees will accrue bi-weekly sick leave but will not be allowed to use the accrued sick leave until 90 days of employment have been completed.

Section 2

After two (2) consecutive shifts or three (3) or more separate sick days used by an employee in any one twenty-eight (28) day period and when in the judgment of the Chief, sick leave may appear to be abused or where the employee regularly uses sick leave as it is earned, the employee requesting sick leave will be required to furnish competent medical proof for such absence, prior to sick leave pay being granted. Such competent medical proof

shall include a physician's statement attesting to his inability to perform work on the day(s) of absence.

Section 3 Sick Leave Accumulation and Bonus Payout

- (A) Any accrued sick leave hours will be carried forward at the end of the fiscal year to be used as sick leave during the employee's employment.
- (B) All payable sick leave will be paid at the employee's base hourly rate (hourly rate = base annual pay divided by 2912 hours) when a non-probationary employee leaves employment with the City, if the employee gives and works through a two-week notice.
- (C) Non-probationary employees who do not give and complete a two-week notice or who are terminated from the City's employment will be paid half of their accrued payable sick leave.
- (D) Non-probationary employees who are terminated will be paid within sixty (60) days of their last day of active employment or after all post-termination hearings or appeals have been finalized, whichever is later. Payment will be processed during schedule payroll periods.
- (E) Employees will have the option by March 31st and by September 30th of each year of receiving pay (base hourly rate) for up to 112 payable sick leave hours each option date. To be eligible to participate in the sell-back option, an employee must have a minimum combined balance of three hundred thirty-six hours (336) of sick and vacation leave; provided that an employee must, after the sell-back, retain a minimum of fifty-six (56) hours sick leave.
- (F) Employees will have the option by March 31st and by September 30th of each year to convert up to fifty-six (56) payable sick leave hours to vacation hours. To be eligible, an employee must have a remaining sick leave balance of at least one hundred twelve (112) hours of sick (payable and/or non-payable) leave after the conversion.

Section 4

All worker's compensation premiums are to be paid by the City. An employee who is temporarily disabled as a result of an injury received in the course of employment with the City, shall be entitled to be compensated herein. During the first week (7 calendar days,) the employee will receive his/her normal City paycheck. Such employee shall receive eighty-five percent (85%) of his/her normal paycheck from the City for the second through fourteenth week of any compensable disability. The purpose and intent of this eighty-five percent (85%) payment is to provide an amount of pay which approximates the employee's pre-injury normal pay after taxes. In order to qualify for these benefits, the employee must endorse his/her worker's compensation checks over to the City. It is the employee's option to choose between the worker's compensation check or the City paycheck; however, once an option is selected, that option will continue for the remainder of the thirteen weeks during which the employee should receive the eighty-five percent (85%) payment to the City. For the purpose of this Section, the normal paycheck will be the amount of salary, excluding overtime, the employee was receiving immediately prior to his injury. The payment under this Article will continue for a maximum of up to thirteen (13) weeks within the two (2) year period following the date of such injury or until the date of medical determination that the employee will be unable to return to duty, whichever comes first. If such disability continues for more than fourteen (14) weeks from the pay period following the date of such injury (or has been medically determined to be of a nature which prevents the return to duty of such employee during such fourteen (14) week period,) the employee's eighty-five percent (85%) or normal pay shall be terminated at the end of said fourteen (14) week period (or date of medical determination that such employee will be unable to return to duty within said fourteen (14) week period.) The City may, solely at its discretion, provide extensions of normal pay beyond the fourteen (14) week period limitation as outlined herein. At the termination of the fourteen (14) week period or the termination of the extension period, the employee's right to compensation shall be governed by the Worker's Compensation Law and by his entitlement to pension rights and sick leave benefits, if any. Should changes in the Federal Withholding and FICA/Medicare regulations and law regarding taxability of Worker's Compensation benefits be enacted, the parties will meet to discuss an appropriate adjustment to the eighty-five percent (85%) formula in Section 4 of this Article.

Section 5

The City may require an employee who is temporarily disabled on duty and therefore eligible to receive compensation under Section 4 above, to temporarily perform any other available work within the City provided the employee's attending physician's assessment of the employee's physical or mental abilities, work restrictions or limitations does not prohibit the employee from performing assigned work. If the employee, based on the assessment by the employee's attending physician, is able to perform ISO department requirements (i.e., fire safety inspections and/or work) and is qualified under Article 28, Section 7, the employee will be so assigned. When temporarily assigned to another position as provided in this Section, the employee will be assigned to a forty (40) hour week; the assigned 40-hour schedule will be determined by the City. If the employee is assigned to a fire inspector position, the employee will not be eligible for the additional compensation under Article 28, Section 6. The employee's refusal or failure to perform such temporary assignments will result in the employee forfeiting all statutory worker's compensation benefits and contractual benefits under this Section. The employee temporarily assigned to a 40-hour week under this Section will be paid at an hourly rate computed by taking his/her annual base salary and dividing it by 2080 hours. If the temporary assignment is consistent with the employee's 24-on/48-off schedule, then the employee's regular hourly rate shall be determined as set forth in Article 21. After the fourteen (14) week period, the employee will be paid at the rate of the job to which he/she is assigned (or at the sole discretion of the City, be paid a higher rate of pay) and if so entitled, the employee will receive state worker compensation wage loss benefits. The City retains the right to end such assignments at any time or to offer the employee another full time, permanent position with the City.

Section 6

Leave in the event of the death of a member of the employee's immediate family may be charged to sick leave. The following relationships shall be considered family: mother, father, stepmother, stepfather, foster parent, brother, sister, stepbrother, stepsister, wife, husband, son, daughter, stepson, stepdaughter, foster child, immediate in-laws, grandparents, grandchildren, first aunt or uncle or members of the immediate household having permanently resided under the same roof.

Section 7

In the event the illness of an immediate family member as defined above requires the presence of the employee and is so certified as outlined in Section 8, the employee may take paid sick leave, not to exceed the number of hours in the employee's sick leave account and such leave will be charged to the sick leave account.

Section 8

The employee's and the City's rights and obligations under the Family Medical Leave Act of 1993 ("FMLA") and as Amended by Section 585 of the National Defense Authorization Act for FY 2008 will be determined by the statute, applicable regulations, and court interpretations under the Act. In the event the Act requires a benefit greater than the benefits provided under this contract, the Act will apply. In determining leave eligibility, the City will use a rolling twelve (12) month period measured backward from the date leave is used. For other than intermittent leave, FMLA absences which exceed two (2) consecutive shifts will be counted against available FMLA leave, beginning with the first shift absence. Leave under the FMLA will run concurrently with any other paid leave, such as sick leave, worker's compensation leave, or any other leave whether paid or unpaid, during which employee medical benefits are provided by the City at City expense. Employees are required to notify the Fire Chief and Human Resources of absences, which may qualify under FMLA.

ARTICLE 14

WORKING OUT OF CLASSIFICATION

Any employee covered by this Agreement who is required to accept the responsibilities and carry the duties of Captain or Lieutenant, for 6 consecutive hours or longer, shall be paid for such acting duty at the rate for the higher ranked position or five (5) percent (%) more per hour than the rate of the employee's regularly assigned job, whichever is higher. Regular hours worked and paid under this Article are considered pensionable wages.

ARTICLE 15

HOLIDAYS

Section 1

City shall provide holiday leave benefits which provides for twelve (12) holidays* at 11.2 hours per holiday. The holiday hours will be credited to the employee's vacation hour accrual at the close of each bi-weekly payroll period at a rate of 5.1693 hours per bi-weekly pay period. A non-probationary bargaining unit employee who leaves the service of the City for any reason, including regular or disability retirement, shall be paid for such accrued holiday pay.

*New Year's Day

Martin Luther King Day

Presidents Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve Day

Christmas Day

ARTICLE 16

PROMOTIONS

When a budgeted vacancy occurs in any position covered by this Agreement, such vacancy shall be filled when there is a person on the Civil Service list acceptable to the Chief. All vacancies to be filled shall be filled in accordance with those regulations of the St. Augustine Civil Service Board.

ARTICLE 17

PERSONNEL REDUCTION

In the case of a personnel reduction, the City will follow the Civil Service Rules and Regulations, if any, for the Fire Department (Rule 14, Section 1, Layoff). In the event of a reduction of work force or elimination of a position, seniority within the employee's job classification shall govern. Layoffs shall begin with the employee having the least seniority in the job classification. However, overall City seniority will be applied such that layoff from a particular job classification does not preclude the individual from bumping to a lesser classification. Employees shall be recalled to their former classification or to any classification previously held with the City and recall shall be in the inverse order of layoff. Employees shall retain layoff status for the purpose of reinstatement for a period of two years from the date of layoff.

ARTICLE 18

VACATION

Section 1

As used in this collective bargaining agreement, the terms “accrued” or “accrual” shall not be construed as an unqualified right to vacation benefits but shall be specifically subject to the exceptions and conditions set forth in this Article. Effective October 1, 2021, each regular full-time and probationary bargaining unit employee will, based upon full months of continuous service, be credited bi-weekly with vacation leave according to the following schedule:

Firefighters; Firefighter Engineers; Fire Lieutenants; Captains - Positions Scheduled (2912 hours)

SERVICE MONTHS	START OF SERVICE YEAR #	HOURS/YR VACATION	VACATION BIWEEKLY ACCRUAL	HOLIDAY BIWEEKLY ACCRUAL	TOTAL BIWEEKLY AMOUNT	MAX ACCRUED HOURS
0-60	1-5	120	4.6154	5.1693	9.7847	878.4
61-72	6	156	6.0000	5.1693	11.1693	914.4
73-84	7	165	6.3461	5.1693	11.5154	923.4
85-96	8	174	6.6923	5.1693	11.8616	932.4
97-108	9	183	7.0384	5.1693	12.2077	941.4
109-168	10-14	192	7.3846	5.1693	12.5539	950.4
169-180	15	204	7.8461	5.1693	13.0154	962.4
181-192	16	216	8.3076	5.1693	13.4769	974.4
193-204	17	228	8.7692	5.1693	13.9385	986.4
205-216	18	240	9.2308	5.1693	14.4001	998.4
217-228	19	252	9.6923	5.1693	14.8616	1010.4
229+	20+	264	10.1538	5.1693	15.3231	1022.4

Fire Inspectors – Positions Scheduled (2080 hours)

SERVICE MONTHS	START OF SERVICE YEAR #	HOURS/YR VACATION	VACATION BIWEEKLY ACCRUAL	MAX ACCRUED HOURS
0-60	1-5	80	3.0770	480
61-72	6	88	3.3847	488
73-84	7	96	3.6924	496

85-96	8	104	4.0000	504
97-108	9	112	4.3077	512
109-168	10-14	120	4.6154	520
169-180	15	128	4.9231	528
181-192	16	136	5.2308	536
193-204	17	144	5.5385	544
205-216	18	152	5.8462	552
217-228	19	160	6.1539	560
229+	20+	168	6.4615	560

Vacation leave shall be considered earned on the day following the end of each bi-weekly pay period and shall be credited to the employee's vacation account bi-weekly. Vacation credits shall be accrued during the first three months of employment, but an employee will not be eligible to be paid for any vacation leave hours unless or until he/she has completed six (6) months of continuous, full-time employment.

An employee on leave without pay for up to seven (7) consecutive calendar days will be credited with vacation hours for the bi-weekly pay periods in which the seven (7) days occur. Any employee on leave without pay for eight (8) or more consecutive days will not be credited with vacation hours for any bi-weekly pay period ending after eight (8) consecutive days of such absence provided, however, employees on leave without pay for the purposes of attending college while working on a fire related degree or employees on worker's compensation leave, national guard, military duty or jury duty leave will continue to accrue leave for the first two full pay periods while on such leave.

Effective October 1, 2021, and thereafter, the unused vacation, including holidays saved, may be accumulated to a maximum of six hundred twenty-four (624) plus 134.4 holiday hours plus the annual hours of vacation leave accrued for the employee's completed years of service. When an employee has reached the maximum accrual limit of vacation hours, the employee will not accrue or be credited with any additional vacation hours or holiday hours until his or her vacation balance drops below the maximum accrual limit.

Vacation leave shall be charged to employees' accounts in increments of no less than 1 hour. The Fire Chief, or his designee, must approve use of all vacation leave prior to its use giving preference to use of two weeks' vacation over one day's vacation.

Section 2 Vacation Selection

Employees' annual calendar year vacation selections will be made in accordance to establish the standard operating guide.

Vacations scheduled and approved sixty (60) days in advance will not be cancelled absent a declaration of a civil emergency by the City Manager (i.e., for hurricanes, tornadoes, fires, flooding, health pandemics, or other similar civil disasters).

Section 3 Terminating Employees

Any non-probationary employee who voluntarily leaves the service of the City for any reason, including regular or disability retirement, shall be paid for unused earned vacation leave, up to a maximum of 1022.4 hours in accordance with the maximum accruals provided for in Section 1 of this Article, if the employee gives and works through a minimum two-week notice, unless deemed medically or psychologically unfit by a medical provider, Fire Chief, Human Resources Director, or City Manager/designee.

Non-probationary employees who do not give and complete a two-week notice or who are terminated from the City's employment will be paid half of their accrued vacation leave.

Any non-probationary employee who is terminated will be paid half of their accrued leave within sixty (60) days of their last day of active employment, signing a grievance waiver, or after all post-termination hearings or appeals have been finalized, whichever is later. Payment will be processed during schedule payroll periods.

The official termination date shall be the last day of active employment and shall not be extended for the purpose of vacation leave.

ARTICLE 19
CALL-BACK PAY

Any employee covered by the terms of this Agreement who has physically left the Fire Station and is called back to work for duty shall be paid time and one-half his regular straight-time rate with a minimum of two hours. The minimum of two hours shall not apply to more than two call-backs during any twenty-four-hour period. If an employee is called back more than two times in a twenty-four-hour period, he shall be paid at the applicable overtime rate for actual time worked in excess of the first two call-backs.

ARTICLE 20

MILEAGE ALLOWANCE AND TRANSPORTATION

Employees required to change stations after reporting to duty shall be furnished transportation to and from the station he or she reported to duty. The City shall provide transportation for any special work requirements. City will provide mileage allowance for Fire Department personnel using their own vehicles for schools, etc., if approved by the Fire Chief.

ARTICLE 21

OVERTIME

Employees shall receive one and one-half times their regular rate of pay for all hours worked in excess of 212 hours in any 28-day tour of duty. Regular rate of pay equals annual salary divided by 2,912 to produce rate of pay per hour. The City will comply with any State or Federal law requiring other than shown above. Overtime shall be distributed through a fair and equitable process that provides all qualified employees reasonably equal opportunities to work available overtime as it may become available.

ARTICLE 22

HEALTH AND SAFETY

Section 1

A safety committee comprised of three members, one designated by the City Manager, one by the Fire Chief and one by the Union, may meet four (4) times a year and investigate all matters concerning safety in the Fire Department.

Section 2

The City agrees that whenever possible adequate manpower will be provided to assure citizens of St. Augustine, Florida proper fire protection.

Section 3

The safety committee may submit written recommendations to the Fire Chief and the City Manager twice per year for their consideration.

ARTICLE 23

CLOTHING

All uniforms, protective clothing or protective devices required of employees covered by this Agreement in the performance of their duties shall be furnished by the City at no cost to the employee. The term "uniform" shall not include shoes, socks, or underclothing. Each bargaining unit member will be provided with three (3) complete sets of uniforms (Class A, B, C) for use on duty.

The City will provide an annual allowance of a maximum of \$100.00 in year one of the contract and \$120.00 in the second year and each contract year thereafter toward the purchase of job-related equipment, i.e., steel-toed boots, flashlights, or tools. The equipment may be purchased and charged to the City from City approved vendor(s). The City will credit the allowance toward the purchase and balance will be repaid to the City by payroll deduction. The employee must authorize the deduction prior to purchase. As an alternative, the employee may purchase approved equipment, present proof of purchase (receipt identifying the cost of the item and the date of purchase) and show the equipment to the Chief. The City will reimburse the employee up to the above allowed amounts, not to exceed the cost of the equipment. Equipment purchased that is not approved by the Chief will not be eligible for reimbursement.

ARTICLE 24

MEDICAL AND DENTAL COVERAGE

Section 1

The health insurance plan as approved by the City of St. Augustine will be offered. The City will pay for each individual employee's Group Health Insurance through the duration of this Agreement, provided however, that the City reserves the ultimate right to make any changes including but not limited to any change in the insurance carrier(s) nature or scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget.

The employee will pay for any dependent coverage elected; provided that the City may, at its option, contribute toward dependent coverage. If the City contributes toward dependent coverage, it may, at its option, decrease or cease such contributions in the future by advising the Union of its decision.

Section 2

The City will provide individual dental coverage of its choice to employees only at the City's cost for the duration of this Agreement provided, however, that the City reserves the ultimate right to make any changes including, but not limited to, any change in the insurance carrier(s), nature or scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget. Optional dependent dental coverage may be offered. The employee will pay for any and all elected dependent dental coverage.

ARTICLE 25

HOURS OF WORK

The present schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall remain unchanged for all employees defined as fifty-six (56) hour shift employees.

Effective October 1, 2021, the maximum number of consecutive shifts an employee may work is two, absent express permission from the Fire Chief. In the event an employee works two consecutive shifts, and then the employee is eligible to work an overtime shift but is prevented from doing so as a result of this shift restriction policy, the employee shall not lose his or her position on the overtime rotation list.

ARTICLE 26

EMT CERTIFICATION

Section 1

EMT certification will be a mandatory condition of employment. The City will pay the costs of maintaining the EMT certification. This obligation is limited to payment for registration, books, fees, and license fees. Payment will be made upon presentation of a copy of the recertification to the City. The City will not pay for any recertification obtained prior to coming to work for the City as a firefighter. Article 32, Class Leave, is applicable to retaining EMT recertification. Except as provided in Article 32, the City's obligation under this Section does not include payment for attending class, travel expense or payment of any other reimbursement except as set forth above.

ARTICLE 27

SHIFT EXCHANGE

Shift exchanges shall be solely for the convenience of the employees. Any firefighter covered by this Agreement, including those who have completed six (6) months of their probationary period, may temporarily exchange shifts upon written approval of the Fire Chief or Shift Commander. Firefighters may switch with officers and vice versa under the following condition:

Any member with three (3) years of service or more with the City or any non-probationary member with more than five (5) years of prior fire service may exchange with any officer provided there is one officer (Captain or Lieutenant) on duty at all times.

If the replacement employee on a shift exchange, including when the shift exchange is being repaid, fails to report for any reason, including illness, the replacement employee's vacation account will be charged with the amount of time involved in the shift exchange. If the failure to report results in overtime, the employee's vacation account will be charged at 1-1/2 times the amount of hours involved. There is no obligation on the City to keep track of hours owed as a result of a shift exchange. If an employee quits, is terminated or, for any other reason, fails to repay a shift exchange, the City has no liability to pay for the shift exchange.

The maximum number of shifts that may be exchanged per employee per month is three (3) unless approved by the Chief.

ARTICLE 28

WAGES

Section 1

A. For FY 2021/2022, FY 2022/2023 and FY 2023/2024, bargaining unit employees shall receive the following, effective the first full pay period in October of each year:

1. A general wage increase, if any, which shall be the same as that given to City employees not in a bargaining unit.
2. Bargaining unit employees will be eligible for a merit step increase effective the first full pay period of each fiscal year, provided he/she has completed six (6) months of employment by August 31st as outlined in Section 5.

Section 2

All firefighters hired on or after October 1, 2021, will receive at minimum the entry-level pay set forth in Addendum A.

Section 3

Effective October 1, 2021, an education supplement as hereinafter set forth, will be given to bargaining unit employees who have completed advanced degrees, and have not previously received an education supplement, as follows:

- | | | |
|----|--|--------|
| a) | AS/AA degree | 2 Step |
| b) | BA/BS (4 year) degree from an accredited college | 2 Step |
| | (4 steps if AA not attained) | |

Maximum of 4 step education supplement.

Section 4

Effective the first full pay period in October 2021 and each contract year thereafter, the City will pay a salary incentive of twenty dollars (\$20.00) per month (ten dollars (\$10.00) twenty-four (24) pays per year) for the following certifications:

1. Pump Operator
2. Fire Officer I
3. Hazmat Technician

4. Fire Instructor
5. Fire Officer II
6. Fire Inspector

In addition, the City will pay a salary incentive of one hundred dollars (\$100) per month (\$50 per pay, 24 pays per year) for paramedic certification. In order to be eligible for this salary incentive, certified employees must complete an initial paramedic incentive pay request form and provide required certification.

It is the employee's responsibility to have their current certificate(s) on file with the Human Resources Division. The City will have no responsibility for retroactive pay to employees who do not file their certificates in a timely fashion.

Section 5

Prior to October 1st, the City will evaluate each full-time regular non-probationary employee in the bargaining units and all employees who have completed at least six (6) months of service by August 31st. Employees receiving an evaluation rating of meets or exceeds expectations will receive a merit step increase. The number of steps received will be the same as the average given to City employees not in the bargaining unit and as defined by the fiscal budget approval process, but not less than 2 steps.

Employees who have reached their maximum step, and who do not receive a merit increase under this section, will receive a lump sum annual bonus up to 2% of base pay for the prior FY based on City policy.

Section 6

An employee promoted to Firefighter/Engineer or Lieutenant will be placed into the new pay range based on their base wage after removing educational steps. Once the employee has been placed into the new pay grade as outlined below, the number of educational steps removed will be reapplied.

- A. For promotion to Firefighter/Engineer, the employee will first be slotted into the new pay range. The employee's salary will then be rounded up to the nearest step in the pay range. The employee's salary will then be adjusted five (5) full steps above where the employee had been placed as a result of

rounding and placed on step in the pay range. The intent of this paragraph is that an employee will receive a minimum of five (5%) percent per promotion; or

- B. If the promoted employee's current pay is below Step 1, the employee will receive Step 1 of the Firefighter/Engineer pay range, as applicable, provided that the minimum of the new pay range is at least five (5%) percent higher than the employee's pay prior to promotion.
- C. For promotion from Firefighter or Firefighter/Engineer to Lieutenant, the employee will first be slotted into the new pay range. The employee's salary will then be rounded up to the nearest step in the pay range. The employee's salary will then be adjusted six (6) full steps above where the employee had been placed as a result of rounding and placed on step in the pay range. The intent of this paragraph is that an employee will receive a minimum of six (6%) percent per promotion; or
- D. If the promoted employee's current pay is below Step 1, the employee will receive Step 1 of the Lieutenant pay range, as applicable, provided that the minimum of the new pay range is at least six (6%) percent higher than the employee's pay prior to promotion.
- E. In addition, an employee promoted from Firefighter to Lieutenant will be eligible for a three (3) step increase effective on the first anniversary date of promotion, provided the employee has been continuously and is currently employed in the same position on the anniversary date.

Section 7

The current practice of compensating Fire Department personnel for performing fire safety inspection will continue. All qualified firefighters, firefighters/engineers and lieutenant will be eligible for the assignment and be paid fifteen dollars (\$15.00) per inspection. "Qualified" means the firefighter; firefighter/engineer or lieutenant has the State Marshal Fire Safety Inspector's Certificate on file with the City. However, if an employee is working a modified schedule due to a non-work-related injury or illness, the additional compensation is not applicable.

Section 8

No employee, as a result of a merit increase or educational supplement, as defined by this article will exceed the maximum steps for their pay grade as outlined on Addendum A for Firefighter & Inspector (2080-hour schedule), Addendum B for Firefighter Engineers, and Addendum C Fire Lieutenants.

ARTICLE 29
LIFE INSURANCE

The Employer shall provide statutory in-line of duty life insurance protection for every member of the bargaining unit as provided by State law. In addition, the Employer will provide \$50,000 of additional life insurance for every member of the bargaining unit.

ARTICLE 30

PENSION

The pension plan for members of the bargaining unit shall be administered by the Board of Trustees according to Chapter 175 of the Florida Statutes, in compliance with all applicable laws and regulations.

ARTICLE 31

GRIEVANCE PROCEDURE

Section 1

A grievance is defined as a complaint arising out of the interpretation or application of this Agreement.

A working day is defined as a day in which City Hall is open for business.

Section 2

An employee covered by this Agreement shall present his/her grievance to the Fire Chief within ten (10) working days of the date on which the facts giving rise to the grievance occurred.

- STEP 1.
- (a) An employee may discuss his/her grievance orally with the Shift Commander in charge of his/her shift with or without the presence of his/her steward. The Shift Commander shall attempt to adjust the complaint within the shift.
 - (b) If the grievance is not resolved by the Shift Commander or was not submitted to the Shift Commander, it may be submitted in written form by the steward to the Fire Chief. The grievance form submitted to the Fire Chief must have the answer to the grievance in writing by the Shift Commander if the grievance was submitted to the Shift Commander and a written response was received. The written grievance must set forth the following:
 - 1. a statement of the grievance and the facts on which it is based;
 - 2. the section or sections of the contract violated or alleged to have been violated;

3. the remedy or adjustment requested;
4. the signature of the aggrieved employee or steward.

The Fire Chief will discuss the grievance with the employee and the steward, if the steward is present, and give an answer, in writing, on the grievance form within ten (10) working days.

STEP 2 If the matter is not resolved, the steward may refer the grievance to the City Manager in writing within ten (10) working days from the date the Fire Chief signed the grievance form for the Step 1 answer. The City Manager or his designee shall give his written answer within ten (10) working days after receipt of grievance.

STEP 3 If the decision of the City Manager or his designee is not acceptable to the employee or the Union, they may, by written notice to the City Manager within ten (10) working days of receipt of the answer at Step 2, request binding arbitration.

Section 3

The Arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this Agreement.

The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall submit in writing his findings of fact and decision within thirty (30) days after the conclusion of testimony and argument or as soon as practical thereafter.

The expense of the Arbitrator's services and the proceeding shall be shared equally by both parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and provides a copy without charge to the Arbitrator, if requested. If both parties request or obtain a copy of the transcript, the cost of the transcript will be split by the parties.

For purposes of the arbitration hearing the following standards for the payment of witnesses shall apply:

1. The grievant shall not be paid for time spent at the hearing but may use vacation time.
2. Any witnesses subpoenaed by either the Union or the City who are scheduled for duty during the arbitration hearing shall be paid their normal hourly rate for time spent at the arbitration hearing.
3. Any witnesses subpoenaed by either the Union or the City who are not scheduled for duty during the arbitration hearing shall be paid their normal hourly rate for time spent at the arbitration hearing if: (1) they are called to testify and (2) the arbitrator determines that his or her testimony is material to the case. No shift swaps will be permitted for those individuals subpoenaed for an arbitration hearing. No grievant or witness may drive a City vehicle to the arbitration hearing.

Section 4

An employee having a grievance shall have the right to take the matter up with the steward during working hours.

Section 5

The time limits established in this Article may be extended by mutual consent. Grievances not appealed in writing to the next step as provided in this Article shall be considered settled on the basis of the last decision. Failure of the Fire Chief or City Manager to timely respond to a grievance shall be considered a denial of the grievance and the grievance may be taken to the next Step of the procedure.

Section 6

Time spent by the steward or union officer on their duty days in discussing or processing grievances as provided in this Article shall not result in a loss of earnings or benefits.

Section 7

The steward, Union official or grievant shall not travel between stations to discuss grievances during their duty shift.

Section 8

The members of the bargaining unit shall have the option of utilizing the Civil Service Board appeal procedure or this grievance procedure, but he/she cannot use both.

The parties will attempt to mutually agree on an arbitrator. If agreement on an arbitrator cannot be reached within ten (10) working days, a panel of seven (7) arbitrators shall be requested by the party requesting arbitration. This panel will be requested from the Federal Mediation Conciliation Service. Within ten (10) working days after the receipt of the panel by the parties, a meeting will be set for the alternate striking of names. The party requesting arbitration shall have the first strike. The last name on the list will be that of the chosen arbitrator.

Section 9

Any employee may present his own grievance, in person or by legal counsel, to the City and have such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

SAMPLE GRIEVANCE FORM

TO: _____
(Name of Organization)

FROM: _____
(Last Name) (First Name) (Middle)

RANK: _____ UNION CARD NUMBER: _____

FIRE DEPARTMENT ASSIGNMENT: _____

SUBMIT THE FOLLOWING GRIEVANCE WHICH OCCURRED ON: _____
(Date)

_____ AGAINST: _____
(Location)

AS A VIOLATION OF: _____

THE FACTS PERTAINING TO SAID GRIEVANCE ARE AS FOLLOWS:

SUGGESTED CORRECTION:

(Signature of Station Steward or Union Official)

(Signature of Employee)

Date

ARTICLE 32

CLASS LEAVE

Each member of the bargaining unit shall be allowed up to four (4) hours a week off work to attend classes. Classes must be fire related or general subject related to acquiring a degree in fire science. All time off shall be subject to approval by the Chief. In order to be eligible for time off to attend class, the employee must also attend classes during his off- duty hours. While on duty, he/she must carry a radio so that he/she can respond in the event of an emergency. It is understood that the four (4) hours per week is a maximum unless otherwise approved by the Chief; if the class is a two (2) hour class during working time, then the normal time off to attend the class would be two (2) hours plus the time necessary to travel to and from class.

ARTICLE 33
DRUG AND ALCOHOL TESTING

Section 1

The City may require employees who are required to drive Fire Department vehicles to be tested for the illegal use of controlled substances on a random basis. The random drug testing will be a part of a City drug and/or alcohol use/abuse policy. A copy of the Letter of Understanding relating to the City Drug Free Workplace Policy and Random Drug Testing is attached and incorporated herein by reference.

ARTICLE 34

SAVINGS CLAUSE

If any provision or the application of such provision shall be rendered or declared invalid by any court action or by reasons of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in force. The Union and the City will sit to attempt to reach agreement on a replacement article. If agreement is not reached, the impasse procedures of the Public Employees Relations Act ("PERA") will apply.

ARTICLE 35

DURATION OF AGREEMENT

Section 1

This Agreement shall be in full force and effect upon ratification by both parties until September 30, 2024.

Section 2

Either party may notify the other in writing between March 1, 2024 and April 30, 2024 of its desire to modify or terminate the Agreement effective September 30, 2024. If notice is not given by April 30, 2024, of the intent to modify or terminate, the contract will automatically renew for successive one-year periods until written notice to modify or terminate is given by either party by April 30th of a succeeding year.

IN WITNESS WHEREOF, the parties hereby, by their duly authorized representatives have affixed their signatures on the dates below:

APPROVED FOR THE CITY OF
ST. AUGUSTINE

APPROVED FOR THE FIREFIGHTERS
OF ST. AUGUSTINE

John P. Regan
City Manager

Joshua McKenzie
President LOCAL 2282

Date: _____

Date: _____

SUBJECT TO RATIFICATION BY THE CITY OF ST. AUGUSTINE COMMISSION

Ratified by the City Commission on _____, 2021.

Darlene Galambos
City Clerk

Addendum A

Firefighter/Inspector

0	\$46,605.00
1	\$46,605.00
2	\$47,071.04
3	\$47,541.74
4	\$48,017.16
5	\$48,497.34
6	\$48,982.31
7	\$49,472.14
8	\$49,966.85
9	\$50,466.52
10	\$50,971.20
11	\$51,480.90
12	\$51,995.71
13	\$52,515.63
14	\$53,040.83
15	\$53,571.23
16	\$54,106.95
17	\$54,648.02
18	\$55,194.50
19	\$55,746.43
20	\$56,303.90
21	\$56,866.94
22	\$57,435.61
23	\$58,009.96
24	\$58,590.05
25	\$59,175.97
26	\$59,767.72
27	\$60,365.41
28	\$60,969.06
29	\$61,578.74
30	\$62,194.52
31	\$62,816.48
32	\$63,444.64
33	\$64,079.09
34	\$64,719.87
35	\$65,367.09
36	\$66,020.75
37	\$66,680.96
38	\$67,347.76
39	\$68,021.24
40	\$68,701.46

Addendum B

Firefighter/Engineer

0	\$51,265.50
1	\$51,265.50
2	\$51,778.15
3	\$52,295.93
4	\$52,818.89
5	\$53,347.08
6	\$53,880.55
7	\$54,419.36
8	\$54,963.55
9	\$55,513.19
10	\$56,068.32
11	\$56,629.00
12	\$57,195.29
13	\$57,767.24
14	\$58,344.92
15	\$58,928.37
16	\$59,517.65
17	\$60,112.83
18	\$60,713.96
19	\$61,321.09
20	\$61,934.31
21	\$62,553.65
22	\$63,179.19
23	\$63,810.98
24	\$64,449.09
25	\$65,093.58
26	\$65,744.51
27	\$66,401.96
28	\$67,065.98
29	\$67,736.64
30	\$68,414.00
31	\$69,098.14
32	\$69,789.13
33	\$70,487.02
34	\$71,191.89
35	\$71,903.81
36	\$72,622.84
37	\$73,349.07
38	\$74,082.56
39	\$74,823.39
40	\$75,571.62

Addendum C

Lieutenant

0	\$56,392.05
1	\$56,392.05
2	\$56,955.97
3	\$57,525.53
4	\$58,100.78
5	\$58,681.79
6	\$59,268.61
7	\$59,861.29
8	\$60,459.91
9	\$61,064.51
10	\$61,675.15
11	\$62,291.90
12	\$62,914.82
13	\$63,543.97
14	\$64,179.41
15	\$64,821.20
16	\$65,469.42
17	\$66,124.11
18	\$66,785.35
19	\$67,453.20
20	\$68,127.74
21	\$68,809.01
22	\$69,497.10
23	\$70,192.08
24	\$70,894.00
25	\$71,602.94
26	\$72,318.97
27	\$73,042.15
28	\$73,772.58
29	\$74,510.30
30	\$75,255.41
31	\$76,007.96
32	\$76,768.04
33	\$77,535.72
34	\$78,311.08
35	\$79,094.19
36	\$79,885.13
37	\$80,683.98
38	\$81,490.82
39	\$82,305.73
40	\$83,128.79

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ST. AUGUSTINE AND
THE PROFESSIONAL FIREFIGHTERS OF ST. AUGUSTINE, LOCAL 2282

In accordance with the October 1, 2021 through September 30, 2024 contract between the City of St. Augustine (hereinafter "City") and the Professional Firefighters of St. Augustine, Local 2282 (hereinafter "the Union"), the City has agreed to add three (3) additional Lieutenant positions and three (3) additional Firefighter Engineer positions in year one of the contract and three (3) additional Firefighter Engineer positions in year two of the contract. As such, the City and the Union agree, through this Memorandum of Understanding, that the first promotion exam for the Lieutenant will be given by January 2022 and the subsequent Firefighter Engineer following in a timely manner, which allows sufficient study time. The Union understands that these positions are not additions to staff, but internal promotions of existing staff.

No other provision of the current collective bargaining agreement will be affected by this Memorandum of Understanding.

CITY OF ST. AUGUSTINE

PROFESSIONAL FIREFIGHTERS OF
ST. AUGUSTINE, LOCAL 2282

John P. Regan, for the City

Joshua McKenzie, President, Local 2282
for the Union

Date

Date

Subject to ratification by the City of St. Augustine City Commission

RATIFIED BY THE CITY COMMISSION

City Clerk

Date: _____

CITY OF ST. AUGUSTINE, FLORIDA

M E M O R A N D U M

TO: John P. Regan
City Manager

DATE: August 9, 2021

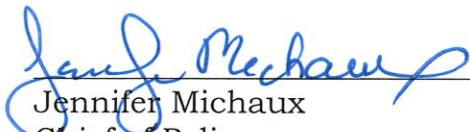
RE: St. Augustine Police Department
Subgrant Number 2021-JAGC-STJO-3-3B-053

We are in receipt of the referenced grant awarded by the Florida Department of Law Enforcement, Office of Criminal Justice Grants in the amount of \$17,264.00. The attached form requires the signature of Mayor Tracy Upchurch as well as the subsequent Certificate of Acceptance that will be forthcoming.

Also attached you will find a list outlining how these funds will be utilized by the St. Augustine Police Department.

If you concur, please place this matter on the next available consent agenda for the consideration and approval of the City Commission.

Thank you for your consideration in this matter.



Jennifer Michaux
Chief of Police

dt
attachment
cc: D. Galambos, City Clerk w/original attachment

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: City of St. Augustine

Subgrant Number: 2021-JAGC-STJO-3-3B-053

Project Title: SCENARIO TRAINING INITATIVE

Pass-through Entity: Florida Department of Law Enforcement

This award is subject to all applicable rules, regulations, and conditions, as contained in the Department of Justice Grants Financial Guide, and the Office of Management and Budget Uniform Grant Requirements (2 C.F.R. Part 200). This award is also subject to the incorporated standard and special conditions, and such further rules, regulations, and policies as may be reasonably prescribed by the State or Federal Government.

In witness whereof, the parties affirm they each have read and understand the conditions set forth in this agreement, have read and understand the agreement in its entirety, and accept this agreement through the signature of their duly authorized officers on the date, month, and year set out below.

City of St. Augustine

Authorizing Official (Commission Chairperson, Mayor, or Designated Representative)

Signature

Date

TRACY UPCHURCH, MAYOR, CITY OF ST AUGUSTINE, FLORIDA
Printed Name and Title

St. Augustine Police Department

Authorizing Official (Official, Administrator, or Designated Representative)

Jennifer Michaux
Signature

8-9-21
Date

JENNIFER MICHAUX, CHIEF OF POLICE
Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature

Date

Printed Name and Title

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SPECIAL CONDITIONS

Subrecipient: City of St. Augustine

Subgrant Number: 2021-JAGC-STJO-3-3B-053

Project Title: SCENARIO TRAINING INITATIVE

Pass-through Entity: Florida Department of Law Enforcement

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

Ref# S47461: A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Ref# S47550: WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for such equipment, the subrecipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.

Ref# S48182: The subgrantee's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All subaward procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - County-wide

Budget Narrative:

BUDGET

OPERATING CAPITAL OUTLAY:

(1) Portable Training/Shoot house Facility \$8970
consists of (12) 8' x 8' wall panels in 5 bags

OPERATING CAPITAL OUTLAY TOTAL: \$8970

EXPENSES:

(1) 85 " QLED 4K Color TV \$3300.00

(2) Sound Bars with Dolby @ \$700.00 each \$1400.00

(1) TV Wall Bracket full motion supports 165lbs \$ 90.00

(2) 65" Color TVs QLED Color TVs @ \$750 each \$1500.00

(2) Free Standing TV Stands w. wheels \$1280.00
with adjustable supports for height
@ \$640.00 each capable of supporting
200 lbs.

(1) Shipping for shoot house: \$ 724

EXPENSES TOTAL: \$8294

Project Total: \$17264

The above listed item(s) may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Grant funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Grant funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the project end date. Funds may be prorated for services within the project period.

Any costs that exceed the grant allocation will be the responsibility of the subrecipient and/or implementing agency.

All items, quantities, and/or prices above are estimates based on the information available at the time of application.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: August 5, 2021

RE: **MASCI v. CITY OF ST. AUGUSTINE – INVOICE FOR PROFESSIONAL SERVICES**

Enclosed please find Invoice No. 07-2021-06-2026 dated August 2, 2021 from Cavendish Partners, P.A. for legal services rendered in July 2021 regarding the MASCI General Contractor, Inc. v. City of St. Augustine matter.

The amount currently due is **\$1,149.75**. We have reviewed the billing and submit same to you for placement on the consent agenda for the August 23, 2021 City Commission meeting.

*WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEY'S
FEES AND COSTS ON THIS MATTER EQUALS \$\$24,578.11.*

Thank you.



Isabelle C. Lopez
City Attorney

/s/
Attachment

xc: Meredith Breidenstein, Assistant City Manager
Darlene Galambos, City Clerk
Mark Simpson, Financial Services

CAVENDISH PARTNERS

P.A.

200 West Forsyth Street, Suite 1300
Jacksonville, FL 32202

INVOICE

Date: 08/02/2021
Invoice #: 07-2021-06-2026
Matter: Masci
File #: 2026

INVOICE TOTAL AND BALANCE DUE \$1,149.75

Bill To:

Isabelle Lopez, City Attorney
75 King Street
P.O. Box 210
St Augustine, FL 32085

Due Date: 09/02/2021

Please Remit Payment To:

Cavendish Partners, P.A.
200 West Forsyth Street
Suite 1300
Jacksonville, FL 32202

**PAYMENTS RECEIVED AFTER 08/04/2021 ARE
NOT REFLECTED IN THIS BALANCE DUE INVOICE**