



**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, OCTOBER 25, 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.** Presentation to Ryan Aiple, St. Augustine resident for his involvement in two potentially lifesaving incidents. (*J. Michaux, Chief, St. Augustine Police Department*)
- 3.B.** **Certificate of Recognition 2021-05CR** issued to The Limelight Theater in celebration of 30 years as St. Augustine's Community Theatre. (*T. Upchurch, Mayor*)

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.C. Other Items Requiring Public Hearing

Public Hearing Required - Resolution 2021-41: Application to the Florida Department of Economic Opportunity for a Community Development Block Grant for renovation of St. Francis Housing Crisis Center. *(D. Radovich, Grant Administration Coordinator)*

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

8.A. Ordinances - Second Reading

8.A.1. Ordinance 2021-24: Amends Section 29-5 of the City Code to provide the City with the ability to increase the Single-Family Unit Stormwater Utility Fee by Resolution. *(M. Simpson, Director Financial Services)*

8.A.2. Ordinance 2021-25: Amends the zoning of 36 Granada Street (CL-1) and 8 DeSoto Place (RG-1) to Planned Unit Development (PUD). *(D. Birchim, Director Planning and Building)*

8.A.3. Ordinance 2021-27: Changes the City Code to reflect changes to state law increasing small scale future land use map changes from 10 acres to 50 acres and conform definitions to state statute. *(D. Birchim, Director Planning and Building)*

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

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

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

9.A. Ordinances - First Reading

9.B. Resolutions

10. STAFF REPORTS AND PRESENTATIONS

11. ITEMS BY CITY ATTORNEY

12. ITEMS BY CITY CLERK

12.A. Notification of board terminations and vacancies. *(D. Galambos, 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 - OCTOBER 25, 2021

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON NOVEMBER 8, 2021: NONE

CA.3. Reminder of Upcoming Meetings:

- November 8, 2021, 5:00pm, Regular City Commission Meeting
- December 13, 2021, 5:00pm, Regular City Commission Meeting
- January 10, 2022, 5:00pm, Regular City Commission Meeting

CA.4. APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:

- Regular City Commission Meeting, September 13, 2021
- Special Budget Meeting, September 23, 2021
- Special Workshop Meeting, September 27, 2021

CA.5. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):

- Annette Pope - 1009 West 9th Street
- Kimberly Hersey and Matthew Wolhart - 4581 Avenue C

CA.6. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING).

Approval of request from the organizers of the Lincolnville Festival for Certificates of Recognition. *(D. Galambos, City Clerk)*

CA.7. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.

CA.8. Annual status report from the City Attorney's office. *(I. Lopez, City Attorney)*

CA.9. Approval of invoice in the amount of \$928.00 from Cavendish Partners, P.A. for legal services regarding Marlowe v. City matter and invoice in the amount of \$413.00 for legal services regarding the MASI General Contractor, Inc. v City matter. *(I. Lopez, City Attorney)*

End Consent Agenda

CITY OF ST. AUGUSTINE, FLORIDA

MEMORANDUM

TO: John P. Regan
City Manager

DATE: October 7, 2021

RE: Agenda Item
Special Presentation

At this time, I would like to acknowledge and thank Mr. Ryan Aiple, resident of St. Augustine, for his involvement in two potentially lifesaving incidents.

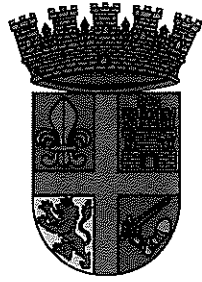
On August 3, 2021, Mr. Aiple rendered assistance to an elderly woman whom he had seen sitting near the dumpster at a Sunoco gas station. Later he observed the same woman at another location, slumped over and unresponsive; he immediately called 911. Fire/Rescue responded and transported the woman to the hospital. It was later determined that she had left a hospital in Jacksonville against medical advice. Mr. Aiple's actions very possibly saved her life.

On August 16, 2021, Mr. Aiple observed several females walking down the road near his residence. Mr. Aiple saw one of the females fall to the ground; by her friend's reaction he realized this was a serious situation. After finding out from her friend that she had just inhaled heroin, he called for his girlfriend, Ms. Lisa Ruiz, to get Narcan from his house. Ms. Ruiz administered one does of Narcan while Mr. Aiple began CPR. The first responding officer, Officer Sam Panilag, administered another does of Narcan and took over CPR. The woman began making gasping sounds but remained unresponsive; Officer Panilag then gave her a third does of Narcan and she regained consciousness. She was transported to the hospital by Fire/Rescue where she made a full recovery.

It is for these actions and dedication to civic duty that I would like to recognize Mr. Aiple.

If you concur, I would like to request this matter be placed on the October 25, 2021, City Commission agenda under Item 3, Special Presentations. Thank you for your consideration in this matter.


Jennifer Michaux
Chief of Police



CITY OF
ST. AUGUSTINETM
— EST. 1565 —
NATION'S OLDEST CITY

October 25, 2021

Mr. Ryan Aiple
516 Jeffrey Drive
St. Augustine, FL 32086

RE: Community Service Award

Dear Mr. Aiple:

I want to commend you for being awarded the St. Augustine Police Department's Community Service Award. This award is presented to a member of the community for outstanding service rendered to the St. Augustine Police Department and to the community.

On August 3, 2021, while at a Sunoco gas station, you observed an elderly woman sitting near the dumpster. Approximately one hour later you noticed the same woman slumped over and unresponsive on the curb in front of 10 Anderson Street. You immediately called 911; Fire/Rescue responded and transported the woman to the hospital. It was later determined that the woman was a missing person from Jacksonville who had left the hospital against medical advice. Your quick action very possibly saved her life.

On August 16, 2021, at approximately 0100 hours, while at your residence, you observed several females walking up the street. As they passed by your house, one of them collapsed. At first you thought she was playing around and simply intoxicated, however, her friend's reaction led you to believe there was a serious problem. You then called 911 and began to administer CPR. One of the women advised that her friend had just inhaled heroin. You called for your girlfriend, Ms. Lisa Ruiz, to get Narcan from your residence. Ms. Ruiz administered one dose of Narcan and you continued CPR. The first responding officer, Officer Sam Panilag, administered another dose of Narcan and took over CPR. The woman began to make gasping sounds but remained unresponsive. Officer Panilag gave the woman a third dose of Narcan and she regained consciousness. The woman was transported to the hospital by Fire/Rescue where she fully recovered.

Your dedication to civic duty and courageous actions reflects greatly upon yourself and is in keeping with the highest traditions of the Nation's Oldest City.

Congratulations and thank you for your humanitarianism!

Sincerely,


Jennifer Michaux
Chief of Police

*City of St. Augustine
City Commission*

Certificate of Recognition

In Acknowledgement of and

Presented In Honor to

The Limelight Theater

In celebration of

The Limelight Theater's 30th year as St. Augustine's Community Theatre

Monday, October 25, 2021

Tracy Upchurch, Mayor

2021-05CR

CITY OF ST. AUGUSTINE

M E M O R A N D U M

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

DATE: October 12, 2021

RE: City Commission Meeting Agenda Item
Community Development Block Grant-Coronavirus (CDBG-CV) Grant
Opportunity for St. Francis Housing Crisis Shelter

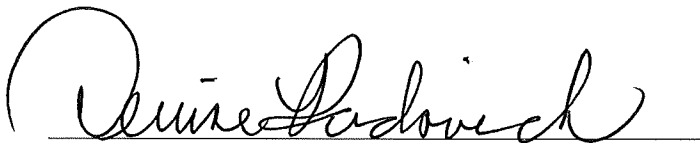
The City of Augustine plans to apply by November 1, 2021 to the Florida Department of Economic Opportunity (DEO) for a Community Development Block Grant-Coronavirus (CDBG-CV) of \$1,251,229.00 for the Completion of the renovation of St. Francis Housing Crisis Center, which will provide additional safe, clean, shelter space for those experiencing unsheltered homelessness, providing a community vehicle to lessen the spreading of COVID-19 among the homeless.

The CDBG-CV grant opportunity was first presented for the commission's consideration by Corey Sakryd, former Grant Administration Coordinator during the public hearing that was held on February 22, 2021.

In order to satisfy all of the requirements outlined within the application, it is necessary to conduct a second hearing for public comment and the City Commission to adopt Resolution 2021-41 authorizing application submission and allowing the City Manager to execute all documents with the filing of the application and execution of award if selected.

If you concur, please place this item on the agenda for the City Commission meeting, scheduled for October 25, 2021, under General Public Presentations, Items of Great Public Importance, and Other Items Requiring Public Hearings.

Please do not hesitate to contact me if you have any questions. Thank you for your assistance.



Denise Radovich
Grant Administration Coordinator

xc: Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Jim Piggott, Director, General Services

SECOND 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 Augustine plans to apply to the Florida Department of Economic Opportunity (DEO) for a Community Development Block Grant-Coronavirus (CDBG-CV) of \$1,251,229.00. For each activity that is proposed, at least 70% of the funds must benefit low-and-moderate income persons. The activities, dollar amounts and estimated percentage benefit to low-and-moderate income persons for which the City of Augustine is applying are:

Service Area #1 Service Area and Project Area:

The activities to be carried out in Project Area #1 are as follows:

Completion of the renovation of St. Francis Housing Crisis Center, located at 64 Washington St. in St. Augustine, Florida, which will provide additional safe, clean, shelter space for those experiencing unsheltered homelessness, providing a community vehicle to lessen the spreading of COVID-19 among the homeless. The completion of the renovation of this property, which is the only full-time, low-barrier shelter between Jacksonville and Daytona, will increase this agency's overall capacity to assist clients in need. This increased capacity for safe, sanitary shelter will support the St. Augustine community's efforts to prevent the spread of the coronavirus and aid in the recovery from the pandemic by decreasing the number of unsheltered homeless citizens and providing those who test positive with a place to quarantine and recover with limited contact with the community at large.

The proposed project budget is as follows:

Activity Name	CDBG Budget	LMI% Benefit
Construction (includes project delivery)	\$ 1,128,360.00	DEO Presumed 100%
03L – Engineering/Architectural (includes additional engineering)	\$ 72,869.00	N/A
21A – Administration	\$ 50,000.00	N/A
Total	\$ 1,251,229.00	

The City of Augustine does not anticipate that anyone will be displaced as a result of CDBG-CV funded activities. If any persons are displaced as a result of these planned activities, the City of Augustine will assist as described in the City's anti-displacement and relocation policy, which is available for review at City Hall.

A public hearing to provide citizens an opportunity to comment on the application will be held on **Monday, October 25, 2021, at 5:00 PM** or as soon thereafter as possible at the **City of St. Augustine City Hall, City Commission Meeting Room, 75 King Street, St. Augustine, Florida 32084-4386**. If you have questions concerning the CDBG-CV application process or the list of eligible activities, please contact Ms. Denise Radovich, Grants Administration Coordinator at (904) 209-4302, or via email at dradovich@citystaug.com.

A draft copy of the application will also be available for review during normal business hours at the City of Augustine City Hall located at 75 King Street, St. Augustine, Florida by noon on Wednesday, October 27, 2021. Persons wanting to submit written comments on the application should send them to Ms. Denise Radovich, by email at dradovich@citystaug.com or by mail to City of St. Augustine, P.O. Box 210, St. Augustine, Florida 32085-0210, no later than Friday, October 29, 2021.

A copy of the final application will be available for review at the City of Augustine City Hall, no later than Monday, November 1, 2021. The application will be submitted to DEO on or before Monday, November 1, 2021. To obtain additional information concerning the application and the public hearing, contact Ms. Denise Radovich, by calling (904) 209-4302 or by email at dradovich@citystaug.com.

The public hearing is being conducted in a handicapped accessible location. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing is asked to contact Ms. Denise Radovich, at (904) 209-4302 or by email at dradovich@citystaug.com at least five days prior to the hearing. If you are hearing or speech impaired, please contact the City using the Florida Relay Service, 1(800) 955-8771 (TDD) or 1(800) 955-8770 (Voice). Any non-English speaking person wishing to attend the public hearing should contact the Ms. Radovich, at (904) 209-4302 or by email at dradovich@citystaug.com at least five calendar days prior to the meeting and a language interpreter will be provided.

The City of St. Augustine Is A Fair Housing/Equal Opportunity/Handicap Accessible Jurisdiction.

RESOLUTION NO. 2021-41

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FUNDING UNDER THE COMMUNITY DEVELOPMENT BLOCK GRANT – CV (CDBG-CV) PROGRAM TO PREPARE, PREVENT OR RESPOND TO THE HEALTH IMPACTS OF THE CORONA VIRUS (COVID 19) PANDEMIC FOR THE CITY OF ST. AUGUSTINE. THE APPLICATION IS BEING SUBMITTED TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

WHEREAS, the City of St. Augustine desires to submit an application to the Florida Department of Economic Opportunity for a Community Development Block Grant CV application to benefit persons of low and moderate income impacted by the COVID 19 pandemic.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Augustine as follows:

1. That the City of St. Augustine hereby authorizes the filing of an application for CDBG-CV funding of \$1,251,229.00 for the renovation of the St. Francis Housing Crisis Center, and
2. That the City Manager of the City of St. Augustine is hereby authorized to execute all documents required in connection with the filing of said applications or grant award to be submitted on or before November 1, 2021.

DULY PASSED AND ADOPTED by the City Commission of the City of St. Augustine, Florida at a regular meeting on this 25th day of October 2021.

Tracy Upchurch, Mayor-Commissioner
City of St. Augustine, Florida

ATTESTED:

Darlene Galambos, City Clerk
City of St. Augustine, Florida

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: October 13, 2021

RE: **ORDINANCE 2021-24: AMENDING SEC. 29-5 TO PROVIDE THE CITY WITH THE ABILITY TO INCREASE THE SFU STORMWATER UTILITY FEE RATE BY RESOLUTION.**

Please find attached Ordinance 2021-24 amending Section 29-5 of the City Code regarding the ability to increase the Single-Family Unit Stormwater Utility Fee rate by adoption of a resolution.

Please place Ordinance 2021-24 on the regular City Commission agenda for second reading on October 25, 2021.

If you have any questions, please feel free to contact me.

Sincerely,



Mark E. Simpson, CPA
Director of Financial Services

Attachment

xc: Darlene Galambos, City Clerk
Melissa Wissel, Communications Manager

Agenda Title:

Amends Section 29-5 of the City Code to provide The City with the ability to increase the Single-Family Unit Stormwater Utility Fee by Resolution.

ORDINANCE NO. 2021-24

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING SECTION 29-5 OF THE CODE OF THE CITY OF ST. AUGUSTINE PROVIDING FOR STORMWATER UTILITY FEE RATE INCREASES BY ADOPTION OF A RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City Commission of the City of St. Augustine finds that the Stormwater Management Utility provides a vital enterprise necessary for the operation, maintenance, and improvements of the City's stormwater management system; and

WHEREAS, the City of St. Augustine prepared and adopted the 2013 Stormwater Master Plan identifying near and long-term priorities requiring necessary resources to accomplish critical and necessary infrastructure improvements for the benefit of the citizens of St. Augustine; and

WHEREAS, the Stormwater Management Utility rates require amendment to accomplish said critical and necessary improvements identified in the stormwater master plan and require further amendment to address technology and financial requirements in the rate structure.

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 OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. Amending Chapter 29, Article I, Section 29-5. Chapter 29, Article I, Section 29-5 of the Code of the City of St. Augustine is hereby amended to read as follows:

"Sec. 29-5. - Stormwater management utility fees.

...

(c) *Escalation.* The stormwater management utility fee~~SFU~~ rate may be adjusted based on~~shall increase or decrease with~~ the consumer price index, or other

financial needs of the stormwater management system, and shall be computed annually for each fiscal year and adopted by resolution.

...”

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 Regan, P.E.
City Manager

DATE: October 25, 2021

RE: **Ordinance 2021-25 – Amending the Zoning of 36 Granada Street and 8 De Soto Place from Commercial Low one (CL-1) and Residential General one (RG-1) to Planned Unit Development (PUD) – Second Reading**

The 36 Granada Planned Unit Development (PUD) is a .75 acre parcel located at 36 Granada Street and 8 De Soto Place. This property at 36 Granada Street is the former Corazon Theater and it has CL-1 zoning. The property at 8 De Soto Place is contiguous to the west and it is a parking lot with RG-1 zoning. The property owner has applied to rezone the entire property to Planned Unit Development (PUD).

The proposed PUD allows for the following uses and has the following limitations:

- All uses allowed within the CL-1 zoning category are allowed in addition to allowing alcoholic beverages to be served on-site, limited to a State of Florida special foodservice license (SFS) and restaurant seating will be limited to parking availability.
- Amplified music will not be permitted.
- Tattoo shops will not be permitted.
- Individual restaurant owners shall be responsible for organizing a rideshare program for their employees.
- Large group rentals of 50 or more guests, such as weddings, shall not be permitted.
- Parcel 2 (8 De Soto Place) shall be limited to parking for Parcel 1 (36 Granada Street)

On August 10, 2021, the Planning and Zoning Board (PZB) considered this rezoning application and recommended approval with the following changes.

- The phasing schedule is amended to a 1 year commencement and 2 year completion timeframe.
- The parking lot at 8 De Soto Place shall be accessed from Granada Street.
- Remove the language that exempts stormwater management requirements.

The above PZB conditions have been addressed with this submittal and the PUD narrative and site development plan have been updated to reflect these changes.

A license for improvements over the public right of way and for palm trees in the public right of way has not been submitted.

The City Commission passed Ordinance 2021-25 on September 27, 2021 at first reading with several comments. An updated PUD narrative, dated "October 2021" is included with this ordinance to address these comments, specifically the following:

- Tattoo Shops shall not permitted in this PUD.
- Painting the historic sign on the building is now required.
- Parking for the PUD will be provided in the existing surface parking lots on the property.

Attached please find Ordinance 2021-25 and the 36 Granada Street PUD narrative and site development plan, landscape plan and mural diagram as well as accompanying legal descriptions, and deeds.

Please place Ordinance 2021-25 on the City Commission agenda for second reading and a public hearing.

If you have any questions, please let me know.



David Birchim, AICP
Director, Planning and Building

ORDINANCE NO. 2021 - 25

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE ZONING FOR APPROXIMATELY .75 ACRES OF PROPERTY LOCATED AT 36 GRANADA STREET (PID# 203240-0000) AND 8 DE SOTO PLACE (PID# 203230-0000), AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT CLASSIFICATION OF COMMERCIAL LOW ONE (CL-1) AND RESIDENTIAL GENERAL ONE (RG-1) TO THE CLASSIFICATION OF PLANNED UNIT DEVELOPMENT (PUD); 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 .75 acres located at 36 Granada Street (PID# 203240-0000) and 8 De Soto Place (PID# 203230-0000), 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 .75 acres located at 36 Granada Street (PID# 203240-0000) and 8 De Soto Place (PID# 203230-0000), in the City of St. Augustine, is hereby amended from the zoning classification of Commercial Low one (CL-1) and Residential General one (RG-1) to the classification of Planned Unit Development (PUD), as more fully described in the attached legal description, Exhibit "A".

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"

Parcel 1

LEGAL DESCRIPTION

BEGIN AT A POINT ON THE NORTH LINE OF DESOTA PLACE, 135 FEET WEST OF THE WEST LINE OF GRANADA STREET, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF PROPERTY NOW OF PARRISH; THENCE WEST ALONG THE NORTH LINE OF DESOTA PLACE, 150 FEET TO THE SOUTHEAST CORNER OF PROPERTY OF A.H. RAMOS; RUN THENCE NORTHERLY ALONG RAMOS' EAST LINE 125.66 FEET TO A FENCE LINE; RUN THENCE EASTERLY ALONG SAID FENCE LINE 149.50 FEET TO LAND OF DOYLE; RUN THENCE SOUTHERLY ALONG THE WEST LINE OF DOYLE AND PARRISH, 124.7 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY OF VASA E. STOLBRAND, DATED FEBRUARY 3, 1956, BEING A PORTION OF BLOCK 46J, CITY OF ST. AUGUSTINE.

LESS AND EXCEPT PROPERTY DESCRIBED IN DEED BOOK 245, PAGE 76.

SAID PROPERTY ALSO DESCRIBED IN A SURVEY BY ELWOOD L. RENN, R.L.S. 3647 DATED JULY 18, 2007 AS FOLLOWS:

BEING ALL OF LOT 7 AND A PORTION OF LOT 8 BLOCK 46-J, CITY OF ST. AUGUSTINE, FLORIDA RECORDED IN THE OFFICIAL RECORDS IN THE CLERK OF THE CIRCUIT COURT OFFICE OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE NORTH LINE OF DESOTA PLACE, 142.00 FEET WEST OF THE WEST LINE OF GRANADA STREET, SAID POINT BEING THE SOUTHEAST CORNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND AND THE POINT OF BEGINNING; THENCE RUN NORTH 88 DEGREES 50 MINUTES 45 SECONDS WEST 143.00 FEET TO THE SOUTHWEST CORNER OF DESCRIBED PARCEL; THENCE RUN NORTH 00 DEGREES 23 MINUTES 20 SECONDS EAST 127.27 FEET, TO THE NORTHWEST CORNER OF DESCRIBED PARCEL; THENCE SOUTH 87 DEGREES 50 MINUTES 54 SECONDS EAST 142.50 FEET TO THE NORTHEAST CORNER OF DESCRIBED PARCEL; THENCE SOUTH 00 DEGREES 07 MINUTES 40 SECONDS WEST 124.80 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

Parcel 2

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

BEGINNING AT A POINT ON THE NORTH LINE OF DESOTO PLACE, 135 FEET WEST OF THE WEST LINE OF GRANADA STREET, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF PROPERTY OF PARRISH; RUN THENCE WEST ALONG THE NORTH LINE OF DESOTO PLACE 7 FEET TO A POINT, RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200 AND AT ALL TIMES 7 FEET WEST THEREOF, A DISTANCE OF 124.7 FEET MORE OR LESS TO A FENCE, WHICH FENCE IS THE NORTH LINE OF PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200; RUN THENCE EAST ALONG SAID FENCE LINE 7 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200; RUN THENCE SOUTH AND ALONG EAST LINE OF SAID PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200, 124.7 FEET TO POINT OF BEGINNING; SAID PROPERTY BEING A PORTION OF BLOCK 46-J, CITY OF ST. AUGUSTINE, FLORIDA.

Together With

BEGINNING AT THE NORTH CORNER OF GRANADA STREET AND PLAZA DE SOTO PLACE, IN THE CITY OF ST. AUGUSTINE, RUNNING THENCE NORTHERLY ON THE WEST LINE OF GRANADA STREET, 123 FEET, MORE OR LESS, TO LAND OF FULLER; THENCE WESTERLY ON FULLERS SOUTH LINE 127 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF THIS TRACT, KNOWN AS THE "BRAINARD TRACT", 123 FEET MORE OR LESS, TO THE NORTH LINE OF PLAZA DE SOTO PLACE; THENCE EASTERLY ON THE NORTH LINE OF PLAZA DE SOTO PLACE 133 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: A STRIP OF LAND BEGINNING 113 FEET NORTH FROM THE SOUTHEAST CORNER OF BUILDING OF BARTOLO GENOVAR ON WEST SIDE OF GRANADA STREET, SAID BUILDING BEING LOCATED ON NORTHWEST CORNER OF GRANADA STREET AND DESOTO PLACE, THENCE WEST 127 FEET.

36 Granada Planned Unit Development

City of St. Augustine, Florida

OCTOBER ~~September~~ , 2021

Team Roster

Owners/Applicants:

36 Granada, LLC
77 Almeria St.
St. Augustine, FL 32084

Architect:

Cronk Duch Architects
124 Diego Island Ct.
St. Augustine, FL 32095
(904) 626-3452

Legal/Authorized Agent for Owners:

Gary B Davenport, P.A.
212 S Shadowwood Dr.
St. Augustine, Florida 32086
(904) 669-3186

Exhibit List:

Exhibit "A" – Legal Description of the Property
Exhibit "B" – Site Plan and Landscape Plan

36 GRANADA PLANNED UNIT DEVELOPMENT PROJECT TEXT

A. Purpose and Intent.

Pursuant to Section 28-286 of the City of St. Augustine Code (the “**Code**”), the purpose of a planned unit development (“**PUD**”) zoning district is to provide an option and process for the provision of unique, individually planned developments that are consistent with the City’s Comprehensive Plan and the categories outlined in the Comprehensive Plan, but may allow for more creative, flexible and innovative designs for projects than the regular zoning districts allow. The intent of a PUD is to permit this flexibility from the strict application of traditional zoning district regulations by identifying each waiver, variance or exception to such regulation and providing an alternative development condition for that specific PUD.

This 36 Granada PUD text includes site-specific regulations to address the development of the Property. The PUD, including all exhibits hereto, complies with all applicable provisions of City Code Chapter 28.

B. Site Information.

1. Location

The property subject to this PUD ordinance is located at 36 Granada St. The property has St. Johns County Parcel Identification No. 203240-0000 Parcel 1 and 203230-0000 Parcel 2 (together the “**Property**”). A legal description of the Property is attached as Exhibit “A”. The Property includes approximately .34 acres for Parcel 1 and .41 acres for Parcel 2, owned by 36 Granada, LLC (“**36 Granada LLC**”).

2. Owners and Agent

The owner of the Property is 36 Granada, LLC (“**Owner**”). The agent for the Owner is Gary B. Davenport, P.A. (the “**Agent**”). Addresses for the Owner and Agent are in the Team Roster on page 2.

3. History, Existing Approvals

The Future Land Use Map (“**FLUM**”) designation of the Property is Commercial Low Intensity for Parcel 1 and Residential Medium for Parcel 2. The Property is zoned Commercial Low-One (CL-1) for Parcel 1 and RG-1 for Parcel 2. The existing building on Parcel 1 has been in place in some form since at least 1880 and has had many uses including a theater, restaurant, bar and feed store. Parcel 2 is currently used for offsite parking and is entitled to be improved with up to 5 townhomes.

4. Summary of Proposed Development

The Owners are proposing a development plan for the Property on Parcel 1 to include a

maximum of 7,000 square feet of retail/commercial space including all uses allowed within CL1 zoning category in addition to allowing all alcoholic beverages to be served on-site, limited to a SRX liquor license. A standalone bar shall not be permitted. Liquor sales for onsite consumption shall only be permitted in conjunction with a restaurant. Permitted uses including available seating in restaurants will be limited by the available parking onsite in compliance with the City parking Code. Amplified music shall not be permitted. Individual restaurant owners shall be responsible to organizing rideshare programs for their employees to reduce the impact of employee parking on the adjacent neighborhoods. Large group rentals of restaurants, such as weddings, shall not be permitted. Tattoo shops shall not be permitted.

Parcel 2 shall be limited to parking for the uses on Parcel 1.

A master development plan depicting the locations of the proposed land uses is attached as **Exhibit "B"** (the "**Master Development Plan**"). City staff shall be permitted to approve minor deviations from the Master Development Plan.

The Property includes approximately .75 acres of uplands. There are no wetlands on the Property.

Proposed Development (Code Section 28-289 provisions in BOLD).

5. **Consistency with every relevant goal, policy and objective of the Comprehensive Plan, including but not limited to density and intensity limitations of the Future Land Use Map category for the property.**

As set forth in Section B.3 above, the Property has a FLUM designation of Commercial Low Intensity.

City Comprehensive Plan Future Land Use Element ("FLUE") states that Commercial Low Intensity (CLI) is intended to apply to those 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 district is intended for low traffic generating commercial uses including general retail sales, and service-related uses intended to serve local neighborhoods. In addition, professional and business offices, compatible tourist accommodations and similar uses are encouraged. Appropriate uses may include recreation, public and institutional uses, Open Land (Conservation), multi-family, and residential or non-residential mixed uses.

Future Land Use Element Objective 4 encourages the use of innovative and sustainable land development practices that maximize the use of existing services and facilities, such as planned unit developments. The 36 Granada project is a single use redevelopment PUD and will connect to existing utilities and other infrastructure, which have capacity to serve the Property. The Property is located on the corner of Granada Street and Desoto Place which are public roads. The project will provide ample parking.

The Transportation Element Goal emphasizes the maintenance of a coordinated multimodal transportation system which provides for the safe, efficient and economical movement of people, goods and services and protects the City's natural, cultural and historical resources. The project is located in downtown St. Augustine, within walking distance of most destinations. Many customers will either be staying in local hotels or living or working in the local area. Many of these visitors will either walk or bike to the Property. Ample parking will also be available at the Property.

Transportation Element Objective 1.5 requires the City to identify and pursue strategies to reduce the vehicle miles traveled by establishing locations for compact, mixed-use development, increasing opportunities for job creation proximate to higher density residential, facilitating future opportunities for transit-oriented development and encouraging new developments to be connected by roadways, bikeways and pedestrian systems that encourage travel between neighborhoods and access to transit without requiring use of the major thoroughfare system. The 36 Granada PUD meets most of these objectives by providing redevelopment of an existing building, central to downtown and creating jobs within the area where people live and work. The Property is connected to downtown St. Augustine and Lincolnville by roadways, bikeways and pedestrian systems. The Property is already on trolley and other transit routes.

Recreation and Open Space Element Policy 4.1 requires certain residential developments to provide parks and recreational facilities, based on the number of proposed units. For development of 100 or more units, this parkland or open space must provide at least one (1) active recreational facility and one (1) passive recreational facility per 100 units. The 36 Granada PUD does not include residential development.

The Conservation and Coastal Management Element Goal is to protect and conserve natural areas, environmentally sensitive areas, natural vegetative communities, wildlife habitats, marine resources, federal and state listed species, and other renewable and non-renewable natural resources. The Property does not contain any environmentally sensitive lands, vegetative communities or wildlife habitats.

Conservation and Coastal Management Policy 2.1.1 requires the City to maintain three (3) Conservation Overlay Zones ("COZs"). Conservation Overlay Zone 1 allows passive recreation, wildlife preservation and conservation areas, green space, and fishing piers, boat docks, and other water dependent uses, including boat ramps and marinas. Conservation Overlay Zone 2 allows for all of the uses within Zone 1, as well as specialized, scenic or linear parks and boardwalks, off-street parking areas; and residential development, provided that they are (1) located so as to minimize impacts to Conservation Overlay Zone 1 vistas and scenic areas, and (2) densities are limited to those defined by the underlying Future Land Use Category. Conservation Overlay Zone 3 allows a variety of land uses and development subject to performance standard requirements governed by the City's Comprehensive Plan, including the underlying Future Land Use Category, and the City's land development regulations. The 36 Granada project is not subject to the Conservation Overlay zones.

The Infrastructure Element requires the provision of sanitary sewer, potable water and solid waste services to support intended development. The 36 Granada project is already connected to the City's existing sanitary sewer and potable water systems, and any

modification to such connections will be at the expense of the Owners (in compliance with Capital Improvement Objectives 4 and 5), and the Owner will make improvements to the extent required solely for the project. The project will use water-wise landscaping where practicable. The project will also utilize City solid waste services. The Stormwater Management Sub-Element requires developments to provide their own stormwater management systems. As an existing facility the project is exempt from this provision.

Capital Improvement Element Objective 6 and Public School Facilities Element Goal 2 require the City to ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standards for public schools. This is not applicable to this project as there is no residential element.

6. For properties currently in the HP-1, HP-2, HP-3, HP-4 and HP-5 districts requesting rezoning to PUD, identification of the specific proposed benefits or enhancements to the property that promote the goals of these historic districts.

Not applicable.

7. The need and justification for a rezoning to PUD or PUD amendment, including identification of each proposed development condition that would otherwise not be allowed under the existing zoning, including, but not limited to, maximum lot coverage, signage, setbacks, allowable zoning uses and uses by exception.

The Owners desire to rezone the Property to PUD in order to provide a development plan that meets current and future needs of the City for redevelopment in this area.

The following development standards shall apply to the Property:

Allowable uses: Allowable uses within the Property on Parcel 1 shall be a maximum of 7,000 square feet of any of the uses permitted in CL1, with the addition of all alcohol sales (limited to service and consumption on premises in conjunction with a restaurant and a SRX liquor license), a standalone bar, ~~tattoo shop is not permitted~~ and amplified music ~~are~~is not permitted. The locations of the proposed uses are depicted on the Master Development Plan, **Exhibit "B"**. Parking shall comply with City Parking Code provisions.

a. Setbacks: The minimum building setbacks are as follows:

1. A minimum of zero (0) feet from each property line along Granada St. and Desoto Place.(existing setback)

2. The north side and rear (west) setbacks shall be ten (10) feet from the building to the adjacent property line. The parking in the rear of the building shall not require a setback or landscaping buffer as it is adjacent to the main parking.

b. Maximum building height: Buildings shall not exceed 35 feet in height.

c. Minimum lot size: None.

- d. Minimum lot width: None.
- e. Maximum lot coverage: 75 percent for the Parcel 1 Property.(existing)
- f. Parking: Parking will be provided onsite and will meet the requirements of the City's 2020 Land Development Regulations

Parking among the various uses within the PUD will be shared. Parking is shown on the attached conceptual site plan. Primary access to parking shall be off Granada. The area labeled patio on the north side of the building may be converted to parking if required for final restaurant seating.

Parking ~~will~~may be provided in the existing surface lots on the Property. The project is intended for a coffee shop, artisan bakery and upscale restaurant. Those uses have parking requirements that vary depending on time of day and day of the week. Signage: Project signage will be categorized as Commercial Zone 1, the requirements for which are set forth in Section 3-66(c) of the Code. Notwithstanding, the Owner ~~shall~~may paint the historic sign shown on the attached elevations anywhere on the north side of the building, which shall not be counted against the maximum number or square feet of signage permitted under the Code, because it is for historical and decorative purposes and does not advertise any business located in the building. The size and scope of this historic sign may be limited by other architectural features.

- g. Roads: No internal roads are being provided in the PUD.
- h. Sidewalks: No internal sidewalks are being provided in the PUD.
- i. Stormwater: Parcel 1 of the project is exempt from stormwater requirements as an existing facility with no additional impervious surfaces proposed.
- j. Lighting. Project lighting shall comply with applicable Code provisions.
- n. Accessory Uses. Project accessory uses shall comply with applicable Code provisions.
- o. Temporary Uses. Project temporary uses shall comply with applicable Code provisions. Temporary offices and construction trailers shall be allowed on the Property 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 final building within the Property. Parking may be provided for the temporary offices and trailers in a temporary defined, but unpaved, area which meets applicable Code provisions.

- p. Utilities: Project will utilize existing utility connections to the extent permitted.
- q. Landscaping: A landscape plan is attached as a part of **Exhibit "B"**.
- r. Tree Mitigation: Project tree removal and replacement will comply with applicable provisions of Code Chapter 25, Article III.
- s. Conservation Overlay Zone Development: None of the Property is within the Conservation Overlay Zone.

8. Compliance with the purpose and intent and criteria in Code Section 28-286.

The 36 Granada PUD complies with Code Section 28-286 by:

- a. Promoting more efficient and economic use of land by offering redevelopment of an infill site with an existing building that is progressively deteriorating.
- b. Encouraging a more compatible and harmonious development of contiguous lands by creating uses that will enhance the sense of community/
- c. Providing flexibility to meet changing needs, technologies, economics and consumer preferences in the Master Development Plan and this text;
- d. Providing a process to assess a development's impact on the proposed site, the surrounding neighborhoods or areas, and the city as a whole;
- e. Demonstrating the coordinating of architectural styles, building forms, and building relationships within a planned development, as well as, the planned development's relationship with the existing and preferred architectural context surrounding the project;
- f. Providing an environment of consistent character compatible with the surrounding areas; and
- g. Permitting specific limitations and requirements in excess of those included in other zoning districts, based on the unique characteristics of the individual site, where necessary to the public health, safety or welfare, or for the protection or preservation of lands, neighborhoods or areas of the city deemed unique or historic based on the proposed location of the planned development.

9. Compliance with Code Section 28-288 and justification for any zoning uses.

As stated in Section C.4 hereof, the allowable uses within the Property shall be a maximum of 7,000 square feet of retail/commercial space including all uses allowed within CL1 zoning category in addition to allowing all alcoholic beverages to be served on-site and a current maximum 204 seats (250 seat limit with appropriate additional parking, see section 7.g) for all restaurants on the Property (combined). A master development plan depicting the locations of the proposed land uses

is attached as **Exhibit “B”**, **Master Development Plan**. The proposed uses are permitted in the FLUM designation for the Property.

Development standards for the Property are set forth in Section C.3 hereof. These standards will mitigate for any negative impacts of the development on surrounding lands.

Benefits to the community from the 36 Granada project include:

- a. Improvements to the streetscape of Granada St. See **Exhibit “B”** for a proposed plan for the improvement.
- b. Providing a redevelopment infill project of a deteriorating facility.
- c. Utilizing existing infrastructure, at no cost to the City.
- d. Increasing the number of jobs available to City residents, thus allowing them to work locally, even within walking and biking distance from their homes.

10. The phasing of the PUD or PUD amendment, including all sub-phases; each phase addressing the types of approval required or obtained (i.e.: entry corridor, HARB, building plan, landscaping, etc.) and the proposed commencement and completion of such development according to the plans approved by such ordinance or other related permit.

The 36 Granada project will be developed in one (1), three-year phase. Construction shall commence within one (1) year of the City Commission’s adoption of this PUD ordinance and shall be completed within two (2) years of commencement. For purposes of this PUD, “commencement” shall be defined as the City’s approval of building permits, and “completion” shall be defined as the City’s approval of a certificate of occupancy.

11. Identification of the legally responsible entity or entities for continuing operations and maintenance to such areas, functions and facilities as are not to be provided, operated or maintained by the city pursuant to written agreement.

The Owners will record one or more access and utility easement and maintenance agreements against title to their respective lands to ensure for the continuing operation and maintenance of project infrastructure.

12. A termination date after which the PZB shall be required to evaluate whether all or part of the PUD has been abandoned by failure to timely commence and complete development of all or part of the phases of the PUD as identified pursuant to subsection (6) or other circumstances have contributed to the development delay, if so, one (1) year extension(s) may be granted by the PZB at an advertised public hearing, after two (2) such extensions if no activity has been initiated the city commission shall deem the PUD abandoned which shall act as a reversion of the zoning to its pre-PUD zoning district for the areas not in compliance with the phasing schedule.

If not timely commenced and completed pursuant to Section 11 above, this PUD shall terminate 3 years from its adoption by the City Commission unless otherwise extended or

amended pursuant to the Code or Florida law.

13. If a reversion to pre-PUD zoning district pursuant to subsection (8) would otherwise be inconsistent with the Comprehensive Plan in effect at the time of the reversion, said reversion shall not become effective unless a Comprehensive Plan amendment is duly adopted.

The proposed PUD is consistent with the underlying future land use designation of the Property.

14. An infrastructure impact analysis or equivalent impact analysis to clearly outline the project's potential impact on transportation networks, circulation patterns, and infrastructure of the city.

The proposed PUD will not significantly impact public facilities. By redevelopment of an existing building the proposed uses will maintain existing connections to city infrastructure and will not affect circulation patterns or transportation networks. Therefore an impact analysis is not required for this project.

15. A signed statement voluntarily acknowledging and binding the applicant(s), property owner(s), and each of their successors in title, to every commitment made in their application and at hearing relating to the rights, terms, conditions and limitations of the PUD text narrative and final site development plan, including but not limited to the phasing, termination and reversion clauses.

See Section E hereof.

C. Performance Standards (Code Section 28-291).

The Performance Standards of Code Section 28-291 only apply to residential and mixed use developments. The 36 Granada PUD does not include residential development.

D. Performance Standards (Code Section 28-292).

Standards and criteria for redevelopment and infill PUD developments

1. General development patterns. The proposed PUD will maintain the existing building while enhancing the streetscape and architectural appeal of the building. In doing so it shall respect the existing development patterns and provide for compatibility within the existing area. The architectural and landscape enhancements will contribute significantly to the area and increase the value of the surrounding area.

2. Contributions to existing community. The proposed PUD will demonstrate consideration for the existing neighborhoods and street patterns by not changing or impacting either. The building shall remain substantially as it has for over 100 years, but with aesthetic and architectural improvements. Parking will be provided in the rear of the building (in an **leased** area already used for parking) to limit impact on pedestrian access and remain consistent with other commercial uses

along Granada St. The PUD will be consistent with the character and history of this area. The uses proposed will be designed to create a unique sense of place with appropriate design, massing, screening and architectural techniques as demonstrated on the attached renderings.

3. Redevelopment and infill projects. The existing building, while old, is structurally sound and does not warrant demolition. Significant exterior improvements will be made, primarily for aesthetic purposes. Further, significant interior improvements will be made to maximize use and aesthetic value and to bring the existing facility up to current code and health standards. Detailed drawings of the existing and new streetscape are attached. By placing the parking in the rear off of Granada St., impacts to the pedestrian nature of Granada St. will be minimized. The site is already cleared and tree removal is not required.

E. Ownership Agreement.

The Owners, on behalf of themselves and their successors and assigns, hereby agree and stipulate to proceed with the proposed development in accordance with the PUD ordinance for this application as adopted by the City of St. Augustine City Commission. The Owners also agree to comply with all conditions and safeguards established by the St. Augustine City Commission with respect to this Planned Unit Development application.

36 Granada LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

Exhibit "A"

Legal Description of the Property

EXHIBIT "A"

Parcel 1

LEGAL DESCRIPTION

BEGIN AT A POINT ON THE NORTH LINE OF DESOTA PLACE, 135 FEET WEST OF THE WEST LINE OF GRANADA STREET, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF PROPERTY NOW OF PARRISH; THENCE WEST ALONG THE NORTH LINE OF DESOTA PLACE, 150 FEET TO THE SOUTHEAST CORNER OF PROPERTY OF A.H. RAMOS; RUN THENCE NORTHERLY ALONG RAMOS' EAST LINE 125.66 FEET TO A FENCE LINE; RUN THENCE EASTERLY ALONG SAID FENCE LINE 149.50 FEET TO LAND OF DOYLE; RUN THENCE SOUTHERLY ALONG THE WEST LINE OF DOYLE AND PARRISH, 124.7 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY OF VASA E. STOLBRAND, DATED FEBRUARY 3, 1956, BEING A PORTION OF BLOCK 46J, CITY OF ST. AUGUSTINE.

LESS AND EXCEPT PROPERTY DESCRIBED IN DEED BOOK 245, PAGE 76.

SAID PROPERTY ALSO DESCRIBED IN A SURVEY BY ELWOOD L. RENN, R.L.S. 3647 DATED JULY 18, 2007 AS FOLLOWS:

BEING ALL OF LOT 7 AND A PORTION OF LOT 8 BLOCK 46-J, CITY OF ST. AUGUSTINE, FLORIDA RECORDED IN THE OFFICIAL RECORDS IN THE CLERK OF THE CIRCUIT COURT OFFICE OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE NORTH LINE OF DESOTO PLACE, 142.00 FEET WEST OF THE WEST LINE OF GRANADA STREET, SAID POINT BEING THE SOUTHEAST CORNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND AND THE POINT OF BEGINNING; THENCE RUN NORTH 88 DEGREES 50 MINUTES 45 SECONDS WEST 143.00 FEET TO THE SOUTHWEST CORNER OF DESCRIBED PARCEL; THENCE RUN NORTH 00 DEGREES 23 MINUTES 20 SECONDS EAST 127.27 FEET, TO THE NORTHWEST CORNER OF DESCRIBED PARCEL; THENCE SOUTH 87 DEGREES 50 MINUTES 54 SECONDS EAST 142.50 FEET TO THE NORTHEAST CORNER OF DESCRIBED PARCEL; THENCE SOUTH 00 DEGREES 07 MINUTES 40 SECONDS WEST 124.80 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

Parcel 2

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

BEGINNING AT A POINT ON THE NORTH LINE OF DESOTO PLACE, 135 FEET WEST OF THE WEST LINE OF GRANADA STREET, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF PROPERTY OF PARRISH; RUN THENCE WEST ALONG THE NORTH LINE OF DESOTO PLACE 7 FEET TO A POINT, RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200 AND AT ALL TIMES 7 FEET WEST THEREOF, A DISTANCE OF 124.7 FEET MORE OR LESS TO A FENCE, WHICH FENCE IS THE NORTH LINE OF PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200; RUN THENCE EAST ALONG SAID FENCE LINE 7 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200; RUN THENCE SOUTH AND ALONG EAST LINE OF SAID PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200, 124.7 FEET TO POINT OF BEGINNING; SAID PROPERTY BEING A PORTION OF BLOCK 46-J, CITY OF ST. AUGUSTINE, FLORIDA.

Together With

BEGINNING AT THE NORTH CORNER OF GRANADA STREET AND PLAZA DE SOTO PLACE, IN THE CITY OF ST. AUGUSTINE, RUNNING THENCE NORTHERLY ON THE WEST LINE OF GRANADA STREET, 123 FEET, MORE OR LESS, TO LAND OF FULLER; THENCE WESTERLY ON FULLERS SOUTH LINE 127 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF THIS TRACT, KNOWN AS THE "BRAINARD TRACT", 123 FEET MORE OR LESS, TO THE NORTH LINE OF PLAZA DE SOTO PLACE; THENCE EASTERLY ON THE NORTH LINE OF PLAZA DE SOTO PLACE 133 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: A STRIP OF LAND BEGINNING 113 FEET NORTH FROM THE SOUTHEAST CORNER OF BUILDING OF BARTOLO GENOVAR ON WEST SIDE OF GRANADA STREET, SAID BUILDING BEING LOCATED ON NORTHWEST CORNER OF GRANADA STREET AND DESOTO PLACE, THENCE WEST 127 FEET.

PREPARED BY AND RETURN TO:

Repass Law
111 Solana Road, Suite B
Ponte Vedra Beach, FL 32082

File: 20-4164

2021018822
St Johns
2/19/21 1:07pm

WARRANTY DEED

THIS WARRANTY DEED is executed as of February 16, 2021, by **Kabo Investments, LLC, a Florida limited liability company** whose address is **323 St. George Street, St Augustine, Florida 32084** hereinafter called the "Grantor"), in favor of **36 Granada, LLC, a Florida limited liability company** whose address is: **77 Almeria Street, St. Augustine, Florida 32084** (hereinafter called the "Grantee").

Wherever used herein, the terms "grantor" and "grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain land situated in **St. Johns County, Florida** (the "Property"), as more particularly described in the attached Exhibit "A".

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; and that Grantor fully warrants the title to the Property, and will defend the same against the lawful claims of all persons whomsoever.

The Property is subject to future taxes, easements, encumbrances and matters of record; however, this reference shall not serve to reimpose same.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Sign: [Signature]
Witness #1
Print: Curtis Hardy

Sign: D. R. Penn
Witness #2
Print: D. R. Penn

Kabo Investments, LLC, a Florida limited liability company

[Signature]
Robert F. Wagner, Manager

[Signature]
Karla A. Wagner, Manager

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I hereby certify that the foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 12 day of February, 2021 by Robert F. Wagner and Karla A. Wagner, Managers of Kabo Investments, LLC, a Florida limited liability company. They [] are personally known to me or [x] have produced Drivers License as identification.

Affix Notary Stamp or Seal Below:



[Signature]
NOTARY PUBLIC – signature above

Printed Name: _____

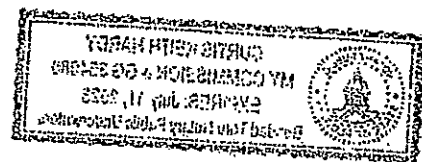


EXHIBIT "A"

PARCEL 1:

BEGINNING AT A POINT ON THE NORTH LINE OF DESOTO PLACE, 135 FEET WEST OF THE WEST LINE OF GRANADA STREET, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF PROPERTY OF PARRISH; RUN THENCE WEST ALONG THE NORTH LINE OF DESOTO PLACE 7 FEET TO A POINT, RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200 AND AT ALL TIMES 7 FEET WEST THEREOF, A DISTANCE OF 124.7 FEET MORE OR LESS TO A FENCE, WHICH FENCE IS THE NORTH LINE OF PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200; RUN THENCE EAST ALONG SAID FENCE LINE 7 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200; RUN THENCE SOUTH AND ALONG EAST LINE OF SAID PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200, 124.7 FEET TO POINT OF BEGINNING; SAID PROPERTY BEING A PORTION OF BLOCK 46-J, CITY OF ST. AUGUSTINE, FLORIDA.

PARCEL 2:

BEGINNING AT THE NORTH CORNER OF GRANADA STREET AND PLAZA DE SOTO PLACE, IN THE CITY OF ST. AUGUSTINE, RUNNING THENCE NORTHERLY ON THE WEST LINE OF GRANADA STREET, 123 FEET, MORE OR LESS, TO LAND OF FULLER; THENCE WESTERLY ON FULLERS SOUTH LINE 127 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF THIS TRACT, KNOWN AS THE "BRAINARD TRACT", 123 FEET MORE OR LESS, TO THE NORTH LINE OF PLAZA DE SOTO PLACE; THENCE EASTERLY ON THE NORTH LINE OF PLAZA DE SOTO PLACE 133 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: A STRIP OF LAND BEGINNING 113 FEET NORTH FROM THE SOUTHEAST CORNER OF BUILDING OF BARTOLO GENOVAR ON WEST SIDE OF GRANADA STREET, SAID BUILDING BEING LOCATED ON NORTHWEST CORNER OF GRANADA STREET AND DESOTO PLACE, THENCE WEST 127 FEET.

Prepared by and return to:

Amy Marie Vo, Esq.
St. Johns Law Group
104 Sea Grove Main Street
St. Augustine, FL 32080
(904) 495-0400
File Number: 21-0317

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 19th day of April, 2021 by and between David Watkinson, a married man, whose post office address is 83 Cedar Street, St. Augustine, FL 32084, grantor, and 36 Granada, LLC, a Florida Limited Liability Company, whose post office address is 77 Almeria Street, St. Augustine, FL 32084, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseeth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Johns County, Florida to-wit:

SEE ATTACHED EXHIBIT "A"

Parcel Identification Number: 203230-0000

Subject to taxes for 2021 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is 345 Tree Side Lane, Ponte Vedra, FL 32081.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2020.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

WARRANTY DEED (NON-HOMESTEAD)

Signed, sealed and delivered in the presence of:

Lisa Whitaker
Witness Signature
Print Name: LISA WHITAKER

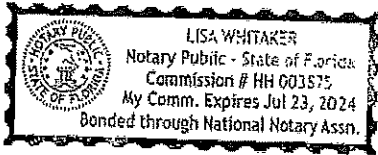
David Watkinson
David Watkinson

TAMES G WHITEHOUSE
Witness Signature
Print Name: TAMES G WHITEHOUSE

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of (✓) physical presence or () online notarization this
19 day of April, 2021, by David Watkinson.

Lisa Whitaker
Signature of Notary Public
Print, Type/Stamp Name of Notary



Personally Known: _____ OR Produced Identification: ✓
Type of Identification
Produced: Florida Driver License

EXHIBIT "A"

Legal Description

BEGIN AT A POINT ON THE NORTH LINE OF DESOTA PLACE, 135 FEET WEST OF THE WEST LINE OF GRANADA STREET, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF PROPERTY NOW OF PARRISH; THENCE WEST ALONG THE NORTH LINE OF DESOTA PLACE, 150 FEET TO THE SOUTHEAST CORNER OF PROPERTY OF A.H. RAMOS; RUN THENCE NORTHERLY ALONG RAMOS' EAST LINE 125.66 FEET TO A FENCE LINE; RUN THENCE EASTERLY ALONG SAID FENCE LINE 149.50 FEET TO LAND OF DOYLE; RUN THENCE SOUTHERLY ALONG THE WEST LINE OF DOYLE AND PARRISH, 124.7 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY OF VASA E. STOLBRAND, DATED FEBRUARY 3, 1956, BEING A PORTION OF BLOCK 46J, CITY OF ST. AUGUSTINE.

LESS AND EXCEPT PROPERTY DESCRIBED IN DEED BOOK 245, PAGE 76.

SAID PROPERTY ALSO DESCRIBED IN A SURVEY BY ELWOOD L. RENN, R.L.S. 3647 DATED JULY 18, 2007 AS FOLLOWS:

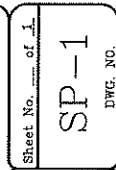
BEING ALL OF LOT 7 AND A PORTION OF LOT 8 BLOCK 46-J, CITY OF ST. AUGUSTINE, FLORIDA RECORDED IN THE OFFICIAL RECORDS IN THE CLERK OF THE CIRCUIT COURT OFFICE OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE NORTH LINE OF DESOTO PLACE, 142.00 FEET WEST OF THE WEST LINE OF GRANADA STREET, SAID POINT BEING THE SOUTHEAST CORNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND AND THE POINT OF BEGINNING; THENCE RUN NORTH 88 DEGREES 50 MINUTES 45 SECONDS WEST 143.00 FEET TO THE SOUTHWEST CORNER OF DESCRIBED PARCEL; THENCE RUN NORTH 00 DEGREES 23 MINUTES 20 SECONDS EAST 127.27 FEET, TO THE NORTHWEST CORNER OF DESCRIBED PARCEL; THENCE SOUTH 87 DEGREES 50 MINUTES 54 SECONDS EAST 142.50 FEET TO THE NORTHEAST CORNER OF DESCRIBED PARCEL; THENCE SOUTH 00 DEGREES 07 MINUTES 40 SECONDS WEST 124.80 FEET TO THE POINT OF BEGINNING.

Commonly known as: 8 Desoto Place, St. Augustine, FL 32084

Parcel Identification Number: 203230-0000

EXHIBIT “B”

Site Plan, Mural Diagram and Landscape Plan



VINCENT J. DUNN REGISTER NO. 3442
DAVID M. TAYLOR ENGINEER NO. 54154
WILEN R. WIESEN ENGINEER NO. 51415
COMMISSION OF AUTHORIZATION NO. 2718

AND OAK

MOUNDS ALDER
 FOR:
 BBS GRANADA, LLC
 T. AUGUSTINE, FLORIDA
 SITE PLAN

SOUTHERN GRO
CITY OF S

ees, Inc.
NERS
COO
5
4363-8917

...n & Associates
CIVIL ENGINEERS / LAND PLANNING
8647 Baypine Road, Suite 300
Jacksonville, Florida 32255
Phone: (904) 363-8916 Fax: (904) 363-8916
www.durameng.com

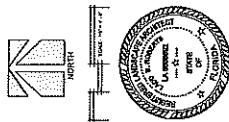


Dunne
Construction Co.
Phone: (617) 552-1111

SIGNED BY: MR	September
AWN BY: MR	2101-50
CHECKED BY: DMT	
FILE: 1" = 10'	

DES	BY:	DES
DRA	-	DRA
CHN		CHN
SCA		SCA
DAT		DAT
PRG		PRG

[illegible][illegible]



LANDSCAPE DETAILS & NOTES

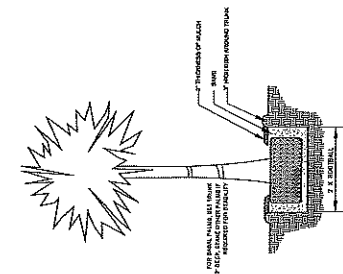
DATE: 9.7.21

REVISIONS	NO.	DES.	DATE
1.	1.	NBS	

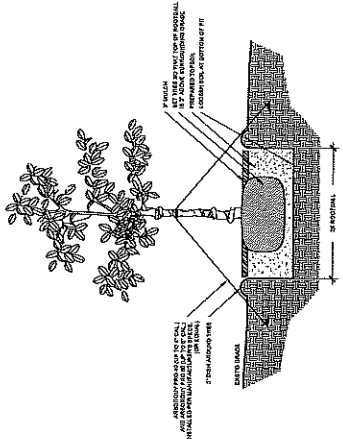
APPROVAL DOCUMENTS

SHEET NUMBER:
L-2

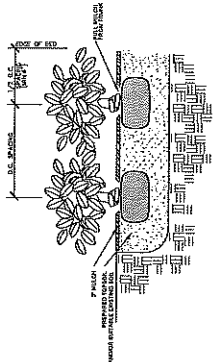
JOB # 2107 - DRAWN BY: LBR
CHECKED BY: J. B. BROWN
ALLSIS EXAMINED AND APPROVED FOR THE PROJECT
NOT BE USED FOR ANY OTHER PROJECTS
© 2021 LBR
**LANDWISE
DESIGN**



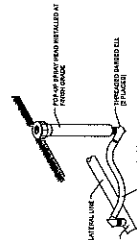
PALM PLANTING DETAIL



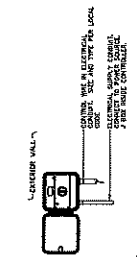
TREE PLANTING DETAIL



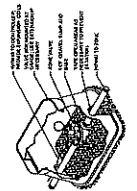
SHRUB PLANTING DETAIL



SPRAY HEAD INSTALLATION DETAIL



CONTROLLER INSTALLATION DETAIL

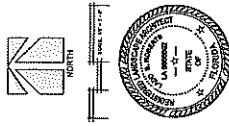


ZONE VALVE INSTALLATION DETAIL

1. THE LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR VERIFYING PRELIMINARY CONDITIONS ARE AS SHOWN ON THE PLANS AND SPECIFICATIONS.
2. All plants supplied and installed shall be of the species and variety specified in the schedule of materials.
3. Plants shall be supplied in containers or burlap wrapped and shall be well established and free from disease, insect damage, and other defects.
4. All plants shall be supplied in containers or burlap wrapped and shall be well established and free from disease, insect damage, and other defects.
5. All plants shall be supplied in containers or burlap wrapped and shall be well established and free from disease, insect damage, and other defects.
6. All plants shall be supplied in containers or burlap wrapped and shall be well established and free from disease, insect damage, and other defects.
7. All plants shall be supplied in containers or burlap wrapped and shall be well established and free from disease, insect damage, and other defects.
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23. All plants shall be supplied in containers or burlap wrapped and shall be well established and free from disease, insect damage, and other defects.
24. All plants shall be supplied in containers or burlap wrapped and shall be well established and free from disease, insect damage, and other defects.
25. All plants shall be supplied in containers or burlap wrapped and shall be well established and free from disease, insect damage, and other defects.
26. All plants shall be supplied in containers or burlap wrapped and shall be well established and free from disease, insect damage, and other defects.
27. All plants shall be supplied in containers or burlap wrapped and shall be well established and free from disease, insect damage, and other defects.

100% IRRIGATION COVERAGE SHALL BE PROVIDED TO ALL LANDSCAPE AREAS. WATER SOURCE: WATER FROM METER. ANTICIPATED 40-50 PSI. LOCATION TO BE DETERMINED.

RAIN SENSOR: SYSTEM SHALL BE PROVIDED WITH A RAIN SENSOR.



LIGHTING & SLEEPING PLAN

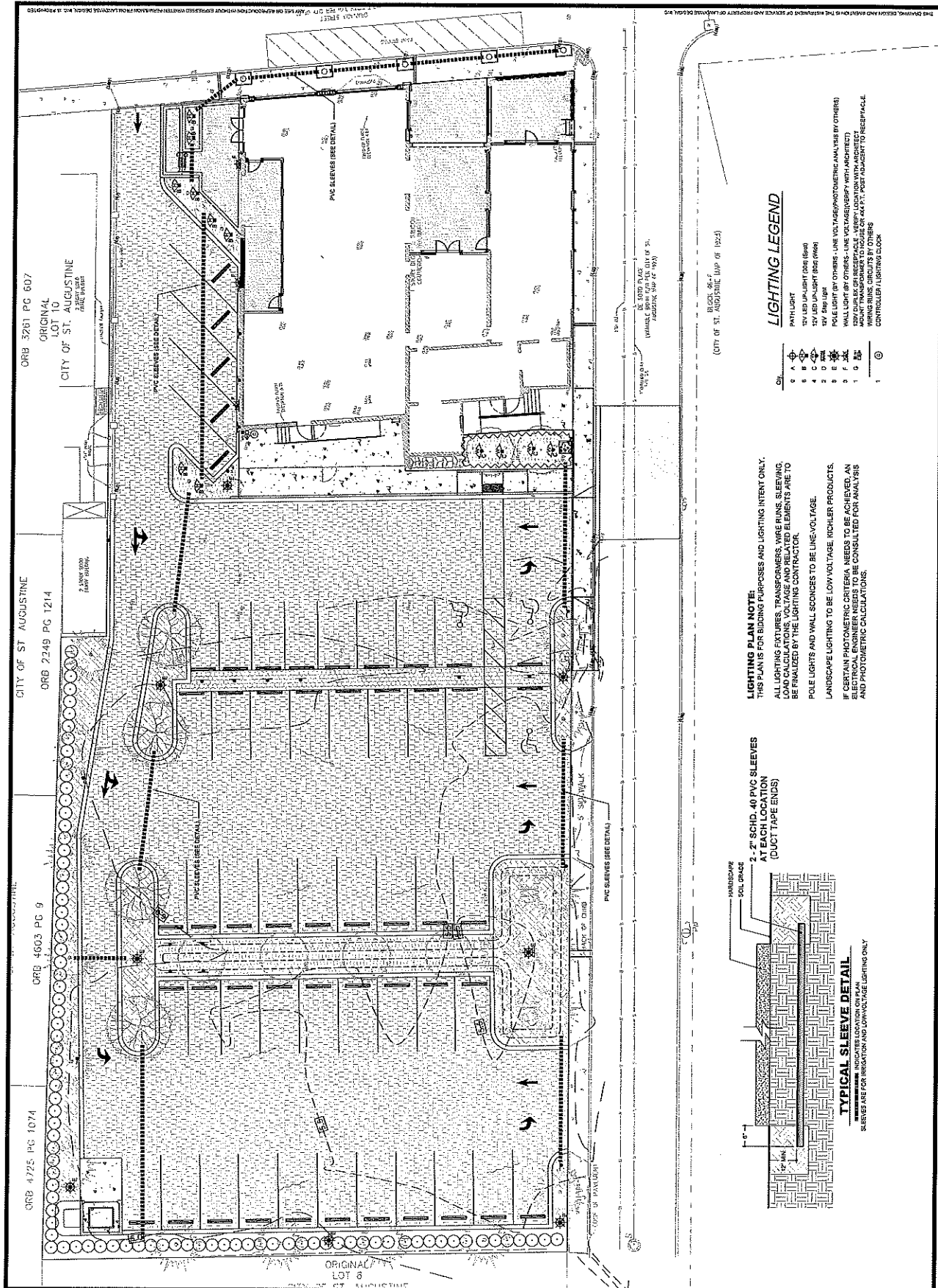
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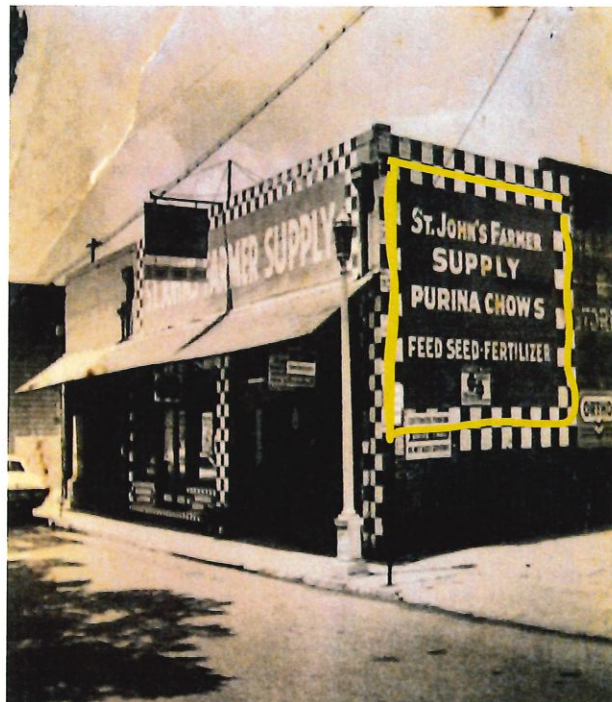
REVISIONS:	
No.	Date
1	Notes

**APPROVAL
DOCUMENTS**

SHEET NUMBER:
L-3

JOB #: 21007 DRAWN BY: LBR
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CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: October 25, 2021

RE: **Ordinance No. 2021-27 - Update of the Zoning Code, Sec. 28-2 Definitions and Sec. 28-59 Notice of public hearings by planning and zoning board – Second Reading**

Ordinance 2021-27 updates the city's definition of *Comprehensive Plan*, *Comprehensive plan amendment, large scale* and *Comprehensive plan amendment, small scale* to reflect changes in recent state law. The State of Florida amended the Community Planning Act through House Bill 487 to increase the size of small scale comprehensive plan amendments in urban areas from 10 acres to 50 acres and eliminated the associated conditions for small scale comprehensive plan amendments. These changes must be reflected in our local zoning code for consistency with state law.

Additionally, this ordinance eliminates a reference to charging double the normal required fee for Planning and Zoning Board applications which have double the notification requirement. The city was charging a double fee because the advertising notification range was expanding from a 150 foot radius around the subject property to a 300 foot radius for certain applications. This is no longer necessary because the current fee schedule now requires the applicant to pay the costs for advertising.

Finally, this ordinance updates the procedure for publishing notice of public hearing. The current procedures identify the planning and building division as responsible for writing and publishing notices of public hearings, when in practice, this is done by the city clerk's office.

The Planning and Zoning Board (PZB) made a positive recommendation to the City Commission to adopt Ordinance 2021-27 at their meeting on Tuesday, September 7, 2021.

The proposed language changes are indicated in red and underlined incorporating the revised language into the code sections.

Please place Ordinance 2021-27 on the City Commission agenda for second reading and a public hearing.



David Birchim, AICP
Director, Planning and Building Department

ORDINANCE NO. 2021-27

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 28, SECTION 28-2 TO AMEND THE DEFINITIONS OF COMPREHENSIVE PLAN, COMPREHENSIVE PLAN AMENDMENT, LARGE SCALE, COMPREHENSIVE PLAN AMENDMENT, SMALL SCALE; AMENDING CHAPTER 28, SECTION 28-59 NOTICE OF PUBLIC HEARINGS BY PLANNING AND ZONING BOARD; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR CONFLICT WITH OTHER ORDINANCES; 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, the Florida Legislature amends the Florida Statutes from time to time; and

WHEREAS, the Florida Statutes were amended to change the definition of small-scale comprehensive plan amendments;

WHEREAS, based on the change in the Florida Statutes to the definition of small-scale comprehensive plan amendments it is necessary for the City of St. Augustine to update Chapter 28, the Zoning Code to eliminate potential conflicts with the Florida Statutes and reference Florida Statutes;

WHEREAS, clarifications are also required in Section 28-59 Notice of public hearings by planning and zoning board;

WHEREAS, the Planning and Zoning Board acting as the land planning agency for the City of St. Augustine, Florida reviewed and recommended these changes to the City Commission at a public hearing on September 7, 2021;

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.

...

Comprehensive plan means the St. Augustine Comprehensive Plan, including all adopted amendments, meeting the requirements of F.S. 163, known as the Local Government ~~Comprehensive Planning and Land Development Regulation~~ Community Planning Act, which has been reviewed by the local comprehensive planning agency and adopted by ordinance by the city commission.

Comprehensive plan amendment means a change, amendment, supplement or revision to the adopted comprehensive plan of the city.

Comprehensive plan amendment, large scale means any amendment to the adopted land use map of the comprehensive plan not considered a small scale comprehensive plan amendment or other types of amendments defined in F.S. Ch 163 not considered a small scale comprehensive plan amendment.

Comprehensive plan amendment, small scale means an amendment ~~involving ten (10) acres or fewer as defined in F.S. Ch 163, and:~~

- ~~(1) The cumulative effect of the acreage for all small scale development amendments adopted by the city shall not exceed sixty (60) total acres annually;~~
- ~~(2) The proposed amendment does not involve the same property more than once a year;~~
- ~~(3) The proposed amendment does not involve the same owner's property within two hundred (200) feet of property granted a change within the prior twelve (12) months;~~
- ~~(4) The proposed amendment does not involve a text change to the goals, policies and objectives of the city's comprehensive plan, but only proposes a land use change to the future land use map for a site-specific small scale development activity;~~
- ~~(5) The proposed amendment is not located within an area of critical state concern; and~~
- ~~(6) If the proposed amendment involves a residential land use, the residential land use has a density of ten (10) units or less per acre.~~

...

Rezoning means a change in the actual list of permitted, conditional or prohibited uses within a zoning category, or changes to the actual zoning map designation of a parcel or parcels of land in the city.

Rezoning, large scale, means a change in the actual list of permitted, conditional or prohibited uses within a zoning category, or changes to the actual zoning map designation of a parcel or parcels of land involving ten (10) contiguous acres or more.

Rezoning, small scale means a change to the zoning map designation of a parcel or parcels of land involving less than ten (10) contiguous acres.

...”

Section 2. Amendment to Chapter 28, Article II, Section 28-59. Chapter 28, Article II, Section 28-59 is hereby amended, as follows:

“Sec. 28-59. - Notice of public hearings by planning and zoning board.

(a) *Notice.* Notice of a time and place of any required public hearing with respect to amending the comprehensive plan, the rezoning of land, amendment of the land use plan, zoning exceptions, zoning variances, conservation overlay zone developments or appeals shall be mailed via certified mail or hand delivered with receipts maintained by the planning and building division not less than fifteen (15) days in advance of the hearing to all owners of real property within one hundred fifty (150) feet of the boundaries of the land upon which comprehensive plan amendment, rezoning, land use plan amendment, exception, variance, conservation overlay zone development or appeal is requested. For applications for conservation overlay zone one development (docks), in addition to the above notification, all owners of real property within three hundred (300) feet of the side property lines along the water or wetlands side of the property which has applied for the dock will also be notified in the same manner as defined above. For

applications for amending the comprehensive plan, the rezoning of land, amendment of the land use plan, zoning exceptions, zoning variances, conservation zone developments or appeals concerning land two (2) acres or larger in size and/or ten (10) or more dwelling units, notification will be given to all owners of real property within three hundred (300) feet of the boundaries of the land which application has been applied for in the same manner as defined above. ~~If an application requires the three hundred (300) feet notification of adjacent property owners, then the application fee is double the normal required fee, except for single family, homesteaded residences.~~ For the purpose of notice requirements to adjoining owners, the names and addresses of such owners shall be deemed to be those on the current tax records in the office of the property appraiser of the county. Failure of owners to receive notice of hearing shall in no way affect the validity of the action taken. However, should any property owner listed on the current tax records fail to receive notice of public hearing and files a verified written complaint with the planning and building division prior to action by the board, the application will be deemed null and void, and a new application will be processed.

(b) *Published notice.* Notice of any public hearing with respect to amending the comprehensive plan, the rezoning of land, amendment of the land use plan, zoning exceptions, zoning variances, conservation overlay zone developments or appeals shall be published once in a newspaper of general circulation not less than ten (10) days in advance of the date of such hearing. Such published notice shall be in a form prescribed by the board and/or city commission, as appropriate, ~~and written and published by the planning and building division.~~ Proof of publication shall be on file with the city clerk, planning and building division and/or city commission, as appropriate, prior to the public hearing. Procedures described herein shall also apply to public hearings regarding applications for an appeal of any decision by the planning and zoning board or the historic architectural review board conducted by the city commission.

(c) *Signs required.* The planning and building division shall cause a sign or signs to be posted on any land upon which an application with respect to amending the comprehensive plan, the rezoning of land, amendment of the land use plan, zoning exceptions, zoning variances or conservation overlay zone developments has been made not less than seven (7) days in advance of the date of the public hearing at which such application is to be considered. Such sign shall be erected in full view of the public on each street side of such land. Where such land does not have frontage on a public street, such signs shall be erected on the nearest street right-of-way with an attached notation indicating generally the direction and distance to the land concerning which a public hearing is scheduled. Such sign shall be posted in full view of the public and shall be maintained by the applicant until final determination has been made by the board or city commission.

...”

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: Mayor and City Commissioners

DATE: October 14, 2021

RE: Notification of Board Term Expirations and Vacancies

- Code Enforcement, Adjustment and Appeals Board
- St. Augustine Police Officers' Retirement System, Board of Trustees
- St. Augustine Firefighter's Pension Trust Fund, Board of Trustees

Notification is being made to the Commission relevant to one (1) vacancy and two (2) term expirations on the Code Enforcement, Adjustment and Appeals Board. Current members are Brad Beach and Stephen E. Simmons with terms expiring December 27, 2021.

Police Officers' Retirement System has one (1) vacancy expiring on September 30, 2022 due to the resignation of Doug Hernandez.

Firefighters' Pension Trust Fund has two (2) term expirations. Current members are James T. Springfield and Richard M. Hernandez with terms expiring January 1, 2022, both are eligible for reappointment.

Advertisement requesting applications for vacancies in Code Enforcement, Adjustment and Appeals Board and Police Officers' Retirement System has been placed in the St. Augustine Record, the deadline to submit applications is Wednesday, October 27, 2021. Advertisement requesting applications for term expirations on the Code Enforcement and Firefighters' Pension Trust Fund will be placed in the St. Augustine Record in accordance with board advertising policies and posted on the City website.

Attached are the current Board rosters, along with a profile of the qualifications, duties and responsibilities as by ordinance.



Darlene Galambos
City Clerk

CODE ENFORCEMENT, ADJUSTMENTS & APPEALS BOARD

Meets Monthly, 2nd Tuesday - 3:00 p.m.
Alcazar Room, City Hall

Board Member	Contact information	Appointment	3-Year Terms Expire
Brad Beach Architect	5 Hope Street, 32084 904-521-3470 brad@kasperarch.com	4/26/2021 fill vacancy	12/27/2021
Stephen E. Simmons, JD Retired Judge	97 Cerro Street 302-229-8000 sesjdis@gmail.com	12/14/15 1 st full term 12/10/2018 2 nd full term	12/27/2021
Charlu “Cece” Reigle Realtor	186 Oneida Street 904-315-3150 ccreigle@gmail.com	2/26/2018 fill vacancy 12/14/20 1 st full term	12/27/2023
VACANT			12/27/2022
Karen Valachovic Realtor/Registered nurse	38 Carrera St., 32084 904-923-6053 karenvseils@gmail.com	2/10/2020 1 st full term	12/27/2022
Thomas Day Retired	19 Saragossa St. 32084 904-819-9711 tomday1@comcast.net	01/14/19 fill vacancy 12/14/20 1 st full term	12/27/2023
Larry Weeks Director of BS and Campus Planner/Flagler	106 Inlet Drive 32080 904-810-5313 larryd.weeks@gmail.com	01/08/18 1 st full term 12/14/20 2 nd full term	12/27/2023

CODE ENFORCEMENT, ADJUSTMENTS & APPEALS BOARD

Authorization:	Chapter 2, Article V, Division 2, Code of the City of St. Augustine.
Number of Members:	Seven 7
Terms of Office:	To establish staggered terms, original appointments were two 2 for one 1 year; three 3 for two 2 years; and two 2 for three 3 years. Thereafter, all appointments are for three 3 years.
Appointment:	By City Commission.
Reappointment:	Normal appointments expire December 27 of each year. Members may serve two 2 consecutive full terms only.
Qualifications:	When possible, shall include: architect, businessperson, engineer, general contractor, subcontractor, and realtor. Resident of the city.
Duties:	Hear cases presented by the local governing body attorney or by a member of the administrative staff of the local governing body. At the conclusion of the hearing, the board shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted herein. The board shall have the power to: 1 Adopt rules for the conduct of its hearings, 2 Subpoena alleged violators and witnesses to its hearings, Subpoenas may be served by the Police Dept., 3 Subpoena evidence, 4 Take testimony under oath, 5 Issue orders having the force of law to command whatever steps are necessary to bring a violation into compliance.
Attendance:	Failure to attend two 2 of three 3 successive meetings without cause and without prior approval of the chairman of the Enforcement Board shall declare that member's office vacated.
Meetings:	Second Tuesday of each month, the Alcazar Room, 3:00 P.M.

BOARD OF TRUSTEES
ST. AUGUSTINE FIREFIGHTER'S PENSION TRUST FUND

Meets quarterly, February, May, August and November – 2:00 P.M.
Human Resources Conference Room, Elevator Lobby "D," 2nd Floor, City Hall

Board Member	Contact information	Election Date	2-Year Terms Expire
Christopher Pacetti CHAIR	101 Malaga Street 829-1098 staugfpension@yahoo.com	03/05/10 12/11/12 12/09/13 11/2014 12/2016 12/2017 12/2020	01/01/2023
Sean Crofutt VICE-CHAIR/Secretary	101 Malaga Street 829-1098	02/2018 11/2019	01/01/2022

Appointed Board Members	Contact Information	Appointment	2-Year Term Expiration
James T. "Jim" Springfield	6 Althea Street 669-3225 jspringfield@mac.com	1/23/2012 12/09/2013 12/07/15 1/11/2016 12/11/2017	01/01/22
Richard M. Hernandez	215 S. Matanzas Blvd, 32080 669-0153 islandmansonry@comcast.net	3/11/2012 12/09/2013 1/11/2016 12/11/2017	01/01/22
JoLinda LeVeck	276 Sunshine Drive 669-4182 jolindasafd@gmail.com	1/8/2020	01/01/23

Pedro Herrera
Sugarman & Susskind, P.A.
100 Miracle Mile ste 300
Coral Gables, FL 33134
305-613-5302
pherrera@sugarmansusskind.com

Daniel Johnson
AndCo Consulting
340 West Central Ave, Ste 300
Winter Haven, FL 33880
836-293-8289
danj@bogdahngroup.com

Doug Lozen
Foster & Foster, Inc.
13420 Parker Commons
Blvd, Ste 104
Fort Myers, FL 33912
239-433-5500
Doug.Lozen@foster-foster.com

Kimberly Kutlenios
Fifth Third Bank
200 E. Robinson St, 9th Floor
Orlando, FL 32801
407-999-3027
Kimberly.kutlenios@53.com

BOARD OF TRUSTEES
ST. AUGUSTINE FIREFIGHTER'S PENSION TRUST FUND

Authorization:	Article V, Chapter 20, Code of Ordinances
Number of Members:	Five (5)
Terms of Office:	Elected and appointed members Two (2) year terms.
Appointment:	Two (2) legal residents of the city appointed by City Commission: two (2) member representatives elected by the firefighters; and one (1) selected by previous four (4).
Qualifications:	None stated in ordinance
Duties:	The general administration, management, and responsibility for the proper operation of the retirement system, and for construing and making effective the provisions thereof.
Attendance:	A vacancy is created when a member of the board fails to attend three (3) consecutive meetings, unless excused. Sec 2-162
Meetings:	Quarterly in February, May, August, November

Meets quarterly, 4th Wednesday of Feb., May, Aug., and Nov. - 3:00 p.m.
Police Department, 151 King Street

CONSULTANTS

Martin E. La Prade, CFA
Sawgrass Asset Mgmt, LLC
1579 The Greens Way, Suite 20
Jacksonville, FL 32250
904-493-5500
Fax 904-493-5522

BOARD OF TRUSTEES
St. AUGUSTINE POLICE OFFICERS RETIREMENT SYSTEM

Authorization:	City Charter, Article X, Police Officers Retirement System.
Number of Members:	Five 5
Terms of Office:	Elected and appointed members – two 2 year terms.
Appointment:	Two 2 legal residents appointed by City Commission; two 2 elected by the Police Officers; and one 1 selected by previous four 4.
Qualifications:	None stated in ordinance
Duties:	The general administration, management, and responsibility for the proper operation of the retirement system, including administration of investments and disbursements, and for construing and making effective the provisions thereof.
Attendance:	Elected trustee fails to attend three 3 consecutive meetings, unless excused, a vacancy is created Sec 2-162.
Meetings:	Quarterly – 3 rd Tuesday of February, May, August, and November.

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, September 13, 2021

The City Commission met in formal session Monday, September 13, 2021, at 5:00 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Tracy Upchurch, and the following were present:

1. Roll Call: Tracy Upchurch, Mayor/City Commissioner
Nancy Sikes-Kline, Vice Mayor/City Commissioner
Roxanne Horvath, City Commissioner
John Valdes, City Commissioner
Barbara Blonder, City Commissioner

John Regan, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
David Birchim, Director, Planning and Building
Mark Simpson, Director, Financial Services
Reuben Franklin, Director, Public Works
Todd Grant, Director, Utilities
Melissa Wissel, Communications Director
Jennifer Michaux, Chief of Police
Carlos Aviles, Fire Chief
Elyse Anderson, Recording Secretary

INVOCATION AND PLEDGE OF ALLEGIANCE

Cynthia Garris, City of St. Augustine, delivered the invocation, and Commissioner Sikes-Kline led the Pledge of Allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

Isabelle Lopez, City Attorney, requested the addition of Item 11.A. 'Temporary Easement for the National Guard to work on their seawall'.

MOTION

Commissioner Sikes-Kline MOVED to approve the Agenda with the one addition requested by Ms. Lopez. The

motion was SECONDED by Commissioner Blonder and APPROVED BY UNANIMOUS VOICE VOTE.

3. Special Presentations, Recognitions and Proclamations

3.A. Presentation of the George Gardner Award by Melinda Rakoncay, President of The Neighborhood Council of St. Augustine.

John Regan, City Manager, introduced Ms. Rakoncay.

Ms. Rakoncay reviewed the Award which she presented to Reuben Franklin, Director, Public Works, and his wife, Amy Franklin.

Mr. Franklin expressed his gratitude for the Award and thanked his wife and City staff.

Mayor Upchurch congratulated Mr. Franklin on behalf of the Commission, and he thanked Ms. Rakonca and Sally Gardner for the recognition.

3.B. Proclamation 2021-17: Proclaiming National Hispanic Heritage Month from September 15 to October 15.

Mayor Upchurch read the Proclamation which was accepted by Consuelo Lippi, a Sister Cities organization member.

Ms. Lippi thanked the Commission and City staff and was grateful to be affiliated with St. Augustine.

4. General Public Comments (3 minutes per individual)

The Commission heard from the following members of the public:

- Shawn Morrison
- Chris Fulmer
- Ronda Brennan
- Lauren Giber
- Doug Russo
- B.J. Kalaidi

5. Consent Agenda

John Regan, City Manager, read the Consent Agenda.

**CONSENT AGENDA
SEPTEMBER 13, 2021**

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON SEPTEMBER 27, 2021:

- Ordinance 2021-22
- Ordinance 2021-25

CA.3. Reminder of Upcoming Meetings:

- September 23, 2021, 5:05pm, Second and Final Special Budget Meeting
- September 27, 2021, 3:00pm, Special Workshop Meeting
- September 27, 2021, 5:00pm, Regular City Commission Meeting
- October 11, 2021, 5:00pm, Regular City Commission Meeting

CA.4. APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:

- July 12, 2021, Shade Meeting
- July 12, 2021, Regular City Commission Meeting
- August 9, 2021, City Commission Special Meeting
- August 9, 2021, City Commission Regular Meeting

CA.5. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):

- 237 Palmetto Drive - George Brown

CA.6. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION / RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING).

- Certificate of Recognition 2021-04 CR: Issued to Opal Lee, the Grandmother of the Juneteenth movement, now a federal holiday. (*T. Upchurch, Mayor*)

CA.7. NOTIFICATION OF PROCLAMATIONS / CERTIFICATES OF RECOGNITION ISSUED:

- Proclamation 2021-18: Proclaims September 17 through September 23, 2021 as Constitution Week. (*T. Upchurch, Mayor*)

CA.8. Approval of the donation by the St. Augustine Police Department to the Palatka Police Department of X2 tasers and associated equipment. (*J. Michaux, Chief of Police*)

CA.9. Approval of the three-year agreement between the City of St. Augustine and St. Johns County providing additional funds to operate the Visitors Information Center. (*J. Piggott, Director General Services*)

CA.10. Approval of a license agreement with Shaun Burton allowing him to install and maintain a fence at 1650 Saint Marks Pond Boulevard, St. Augustine. (*T. Grant, Director Utilities*)

CA.11. Approval of agreement between the City and Old Town Trolleys to operate from the promenade by the VIC during this year's Nights of Lights. (*J. Piggott, Director General Services*)

CA.12. Confirmation of appointment to the St. Augustine Police Officers' Retirement Board. (*D. Galambos, City Clerk*)

CA.13. Approval of the after-mediation settlement in the matter between the City of St. Augustine v. Railroad Spike Properties. (*I. Lopez, City Attorney*)

End of Consent Agenda

5.A. Additions, deletions, or modifications to Consent Agenda

Mr. Regan requested to correct his letter in Item CA.13. to state the funds in the settlement would be from the Utility Fund.

5.B. Approval of Consent Agenda

MOTION

Commissioner Sikes-Kline MOVED to approve the Consent Agenda as corrected. The motion was SECONDED by Commissioner Horvath.

VOTE ON MOTION

AYES: Sikes-Kline, Horvath, Valdes, Blonder, Upchurch

NAYES: None

MOTION APPROVED UNANIMOUSLY

6. Appeals

(None)

7. General Public Presentations, Items of Great Public Importance, and Other Items Requiring Public Hearings

7.A. General Public Presentations

(None)

7.B. Items of Great Public Importance

7.B.1. Christina Parrish Stone, Executive Director, St. Johns Cultural Council: Presentation of out-of-market advertising campaigns. How is St. Augustine being marketed / represented by the Cultural Council to outside visitors / tourists?

Mr. Regan reminded the Commission of their request for presentations from the St. Johns Cultural Council (SJCC) and the Visitor Convention Bureau (VCB) regarding out-of-market advertising of the City. He introduced Christina Parrish Stone.

Ms. Stone reviewed the presentation which discussed how the SJCC supported and promoted arts, culture, and heritage in the City for community development.¹ She reviewed cultural tourism benefits and strategies, grant funding recommendations, historic preservation, the Tourist Development Council (TDC), collaborations with others to plan festivals, celebrations and concerts for the public, and the 200th anniversary. She concluded the goal was collaboration and coordination with the VCB and other marketing partners to extend the reach of St. Johns County marketing efforts, which included continued website operation, newsletters, and robust social media presence.

Commissioner Blonder thanked Ms. Stone for her presentation. She asked how the grant funding dollar amounts were

¹ Included with original Commission packet

prioritized, if the criteria could better reflect the City's culture, and how some events fit into the City's culture and history.

Ms. Stone provided the following response:

- Grant application process was challenging
- A grant panel scored the applications
- Grant funding was based on a formula that included the event or organization's budget, and score determined what percentage of funding eligibility
- Intended to make additional changes from now until next year's program, to assist with more reasonable funding support for large events
- Criteria asked panelists to score applications based on authenticity and how the event reflected City culture

Mayor Upchurch thanked Ms. Stone and noted his appreciation for the informative and helpful presentation.

7.B.2. Richard Goldman, President & Chief Executive Officer, St. Augustine, Ponte Vedra & The Beaches Visitors and Convention Bureau (VCB): Presentation of out-of-market advertising campaigns. How is St. Augustine being marketed / represented by the VCB to outside visitors / tourists?

Mr. Regan introduced Richard Goldman.

Mr. Goldman reviewed the presentation and noted the following:²

- VCB's mission was to bring visitors into the County to spend money
- 'Travel INTRAnationally' concept targeted St. Augustine as a City for travel within the U.S. to experience cultural knowledge and enhancement
- Current marketing looked at behaviors from those desiring to consume cultural

events, enjoy outdoor activities, and learn while travelling

- Targeted the 'boomer' and millennial generations
- Effects of Hurricane Dorian and the pandemic shifted the messaging for what people wanted, which had to be reached through the digital world

Commissioner Sikes-Kline advised that Commissioner feedback on the presentations was welcomed under Item 14 'Items by Commissioners' and would be represented to the TDC.

Mayor Upchurch thanked Mr. Goldman for his presentation.

7.C. Other Items Requiring Public Hearing

(None)

8. Ordinances and Resolutions – Public Hearing Required.

8.A. Ordinances – Second Reading

8.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.

Mayor Upchurch advised that all potential witnesses would be sworn in at one time.

The Commission provided ex parte communication.

David Birchim, Director, Planning and Building, reviewed Ordinance 2021-19 which was a public hearing. He stated the Commission was provided with a comparative analysis of zoning categories, a chronological history of the zoning of these properties, a full description of Residential General Office (RGO) zoning, and the existing Planned Unit Development

² Included with original Commission packet

(PUD) narrative and site plan.³ He summated the topic:

- RGO zoning was defined in the existing PUD as current allowable uses
- Proposed re-zoning would not change any permitted uses of the property
- RGO reduced the overall building height by 10 feet, resulted in more parking spaces, and reduced residential density for the SA Marina Holdings portion
- Re-zoning would eliminate any public architectural control over the properties, but not the Seavin, Inc. property to be presented in Ordinance 2021-20
- Property had RGO zoning from 1987 to 2004 when originally zoned PUD and had retained residential medium density mixed use since 1987
- Planning and Zoning Board (PZB) made a positive recommendation on August 10th to rezone the property from PUD to RGO

Darlene Galambos, City Clerk, swore in the team of Ellen Avery-Smith, Rogers Towers PA, and the members of the public present to comment on the item.

Ms. Avery-Smith indicated the Landscape Architect / Planner was present for questions, and she delivered a presentation which included the following:⁴

- Introduced the Abdulhussein family, property owners through SA Marina Holdings who was the applicant
- Future land use designation had been residential medium density mixed use for thirty years, and was listed in the Comprehensive Plan
- Request to rezone property from PUD to RGO was consistent with the land use category
- City Code 28-165 reference to 'intent' matched the residential medium density mixed use definition and applicant would

develop the site consistent with this definition and RGO zoning

- Permitted uses from the RGO and PUD zoning category had same components as far as density and intensity of use
- RGO zoning request was consistent with other City zoning; the property was RGO in the past and they wanted to return to RGO which was the compatible land use designation
- PZB unanimously recommended the approval of the re-zoning application

Mayor Upchurch asked Ms. Avery-Smith to elaborate on a statement within her submitted materials: "Florida Case law supports the owners right to rezone".

Ms. Avery-Smith advised an entire lineage of Florida case law existed which discussed an applicant's right to apply for rezoning a property. She continued that as long as the re-zoning request was consistent with the property's future land use designation, the local government authority must approve the re-zoning request, unless there was competent substantial evidence to say otherwise. She commented that Ms. Lopez explained at first reading there was a long history on the evolution of Florida zoning law over the past 30 years.

Mayor Upchurch inquired about the current PUD having public amenities such as a Riverwalk, amphitheater, and public access, which would be lost if property reverted to RGO zoning.

Ms. Avery-Smith stated it was not legally required to provide these; however, there would be access points where the public could walk along Sebastian Harbor Drive, visit restaurants, and enter the promenade.

Commissioner Horvath inquired about original PUD shared items, such as the parking garage with the winery, and questioned how this would be handled under an RGO.

³ Included in original Commission packet

⁴ Presentation attached to original minutes

Ms. Avery-Smith answered that the SA Marina property would most likely have a parking garage with the hotel; however, Seavin, Inc. was currently a stand-alone RGO application and would require their own parking in accordance with City Code. She stated there would be more parking since each applicant must provide Code compliant parking for their own project.

Public hearing was opened, and Commissioners heard comments from the following members of the public:

Sandra Parks, former City Commissioner, noted the following:

- Property acquisition intentions had completely changed and after 35 years the Commission and developer should reach an agreement
- Expressed concern regarding traffic increases and new developments near Sebastian Inlet Drive and Riberia Street
- Businesses that brought revenue should be encouraged
- Urged Commission to minimize traffic since Lincolnville was never designed to be a hospitality hub, and construction and proliferation of short-term rentals had increased traffic

Bruce Maguire, former County Commissioner, stated the following:

- Concurred with Ms. Parks' comments
- Number one issue was protecting everything south of King Street
- Expressed concern that PZB approved construction in the Conservation Overlay District without sufficient research and analysis
- Viewshed ordinance passed by the City intended to protect the waterway view and the PZB failed to protect this
- Developer never reviewed neighborhood concerns with the project
- Did not suggest approval or denial of application, but if RGO was approved, control would be lost with SA Marina

project which could be disastrous on the waterfront

- Suggested returning to PZB for more research of the viewshed and the Conservation Overlay Zone

Mattie Raiford Harms reviewed the following:

- In 2014 the St. Augustine Record published an article stating the developer wanted to know resident and business owner concerns, and that they intended to work with the City on a plan suitable for the area
- Citizens received 'foot dragging', extension requests, amendments, missed deadlines, a rezoning request, and City had bent backwards to accommodate the developer who had been provided more than a fair chance
- Property should remain a PUD, due process had been given, developers had come and gone over many years, zoning had been revised, and times were different from the property's 2014 purchase
- Requested a denial of the application and to maintain the PUD status as purchased

Jim Cameron claimed the following:

- He worked with the Daytona Chamber of Commerce and from this position, he knew the Abdulhussein property owners
- Owners took underdeveloped properties and turned them into quality properties
- They stayed involved with the community and had a superb track record
- Several hotels were referenced that the owners had acquired and converted to reputable and very nice establishments

Lauren Giber indicated the following:

- Citizens wanted developers to follow the rules of the PUD, which she read

- Disappointed City allowed the developer more time and gave away the second layer of the conservation zone
- Discussed urban renewal and Lincolnville, and stated politicians should be discussing job training and creation, and urban planning
- City was selling out the residents
- Used example of the newly constructed Homewood Suites on King Street which would be a traffic nightmare

Gail Wisler reviewed the following:

- Asked Commission to vote no on RGO zoning and maintain the PUD
- Development was back for discussion without any public benefit as the PUD intended, despite impaired waterways, guaranteed traffic increase, and flooding
- Developer was trying to avoid public oversight and opposition
- 2007 PUD had lost a viewshed of the San Sebastian River ('River') public greenspace; amphitheater, sculpture garden, Riverwalk, and public parking, and in exchange the City was getting a private resort
- King Street had more than an estimated 4,500 cars per day (prior to Homewood Suites and Marriott), with one access, which guaranteed more flooding and was against the Coastal Resilience Accountability Report recommendations
- A large wall blocked Conservation Overlay Zone 1 and scenic areas
- Development consistently encroached on Lincolnville, and residents were most negatively impacted
- New development would add stress to the wastewater treatment plant which was aging and compromised
- Many residents had moved from Lincolnville due to frustration; however, there were those who desired to stay in the historic area

Richard Spence, Lincolnville Neighborhood Association Board member, stated the following:

- Acknowledged Mr. Birchim, Mr. Regan and Ms. Lopez for their efforts to assist with questions
- Discussion was necessary on whether Florida State law directed approval of the rezoning
- Applicant bought property as legally zoned 2007 PUD and was obligated to build in that zoning category
- PUD had already commenced
- Existing PUD allowed for all uses in the RGO rezoning district, so allowable uses would not change; therefore, the applicant desired to change zoning because this removed oversight
- City should have control and oversight of the property since it was located at the City's entrance

Melinda Rakoncay acknowledged the following:⁵

- Project was anticipated as PUD since 2007 with public benefit intentions
- Granting the RGO request would eliminate the public benefit by losing the Riverwalk, amphitheater, sculpture garden, public/private parking agreement, and distinctive architecture
- Developer obligated to build from the 2007 PUD which had specific plans when property was purchased in 2014
- PUD would have been constructed without the real estate crash in 2009
- Developer requested an extension of time for the PUD after purchase
- City Code stated PUD zoning district terms and conditions shall be enforceable in the same manner as all other Code provisions
- City Code stated the PUD was binding to the applicants, property owners, and each of their successor titles to every commitment made
- Commission should have advised the developer at the January 25th meeting they must adhere to the PUD purchased

⁵ Photo provided attached to minutes

- Burden of justification was on applicant for not building 2007 PUD, or why the City could not be worked with to amend
- Commission could not justify why it should abandon a legally zoned PUD with public benefit
- Denial of application did not take away applicant's property rights, they could build the PUD, work with the City to amend, and sell for a tidy profit
- Applicant should work with the City to find a mutually beneficial creative solution
- Requested that the Commission uphold the property's legal PUD zoning

B.J. Kalaidi stated the following:

- Ordinance should not be passed as the public's interest would not be benefitted
- Developer could wait until April 23, 2022 when the PUD would expire and the RGO zoning could go forward
- Developer purchased the property in 2014 for \$5.475 million with PUD zoning
- City had failed to require a mobility fee for developer's impact to City roads and once the City took over King Street from FDOT, the impacts from the hotel, short-term rentals, and garage would be a burden on taxpayers, not the developer

Nyk Smith noted the following:

- Project had been ongoing for too long
- Return it to PZB for extensive research
- Questioned plans for flooding and traffic control with future increased flooding of SA Marina project impacts
- Extensions in meetings spoke volumes about what the people wanted
- Developer purchased a PUD which should remain a PUD

The public hearing was closed.

Ms. Avery-Smith provided a final summation:

- This task was not easy for the Commission, the community, or her clients, and she agreed the project had gone on way too long
- Property had a land use, Florida law allowed the owners to seek a rezoning consistent with that use, it was the owners' prerogative to request rezoning, and the RGO rezoning sought was the compatible land use to residential medium density mixed use
- The City's Land Development Code dealt with residents' concerns regarding traffic and flooding; therefore, a PUD was unnecessary
- Developer would comply with the Land Development Code and Water Management District requirements as protected by City and State law
- Her clients had personally met with Mr. Maguire regarding the project and others in the community
- Clients reached out to the Lincolnville Neighborhood Association over a year ago with no response
- Clients were not trying to harm Lincolnville, the property was located in downtown, and it contributed to the CRA
- Florida law and City Code handled the concerns expressed at the hearing

Jeremy Marquis, Marquis, Latimer & Halback, introduced his firm and advised that it looked for good quality clients, the Abdulhussein family had a proven track record in the City and other communities, and he used the example of the San Marco converted property which was now the Doubletree. He said the family was invested in the community, supported by a talented team that understood the Land Development Code, they sought a return to RGO, they were not seeking special parking, and he assured the Commission this was a great project with good intentions as an RGO.

Mayor Upchurch expressed concern that the Commission was asked to trust Mr. Marquis without any plans; therefore, this

was a 'trust me, trust us' statement. He acknowledged the excellent reputation of Mr. Marquis' firm and his clients but noted the Commission would not see the plans before construction.

Mr. Marquis understood the Mayor's concerns and reiterated his clients good reputation and quality projects, and noted it was to his client's advantage to build a great project which defined the property, brought visitors to the City, made his clients money, and brought City revenue. He concluded that working within the RGO confines they would make this a quality project.

Ms. Avery-Smith reminded the Commission the land use was residential medium density mixed use and RGO was the companion zoning. She thanked the Commission for their time.

Commissioner Sikes-Kline indicated she did not hear a justification to grant a rezoning and lose the public benefit that a PUD would offer the community.

Commissioner Valdes provided the following comments:

- His involvement with the 2004 project development had concerns with compromising architectural styles
- Anything constructed would negatively affect traffic without an option for another lane on King Street
- Property lacked accessibility except through the hotel
- Boardwalk would be built; however, it should not have public access since the public could not be controlled
- River pollution came from septic tanks, street runoff, marina waste, homeless camps, and all Lincolnville drains went to the River
- Revenue was needed from the project's ad valorem taxes to build more sewers in West Augustine and assist with homeless issues, and there was also

revenue from the CRA, fire access fees, utility fees, and building permits

- Hotel would have water retention which would assist the water system from flooding caused by a 19th century system, climate change, ocean rise, and more storms; therefore, problem was not the hotel, but burning fossil fuels
- Hotel guests would use the parking garage and access other transportation methods, and traffic would just be intense at hotel during checkout and check-in
- Commission should rethink the hotel versus impact from apartments, condos or short-term rentals
- Solution to traffic was to construct a bridge from Riberia Point to SR 207
- Project was an opportunity for the City to make a lot of money quickly within one year, versus a court battle for a few years that might be lost
- After 35 years, project should be built

Commissioner Valdes asked Mark Simpson, Director, Financial Services, to provide insight on the realized estimated tax revenue once the project was completed.

Mr. Simpson advised the Historic Area CRA would gain approximately \$850,000 per year based on the projected increase development value, which would be substantial over a 30-year period. He said the monies would reside within the Historic Area CRA and would be used for traffic and parking.

Commissioner Valdes continued:

- Income could assist with other projects needed in the Historic area
- It made more sense to proceed with construction rather than battle in court, and he trusted developers to construct a great building
- Developers required to stay within the building and zoning codes that provided building guidelines

- Commission should think long and hard before they 'kicked this down the road'

Commissioner Blonder provided the following comments:

- Recited Ms. Lopez' statement regarding City Code and the PUD voluntary process to provide project flexibility while enabling the PZB and Commission to integrate potential project benefits and innovative designs, which the previous PUD had
- PUD was for public benefit and the developer; however, with rezoning to RGO, City lost negotiation ability on topics such as mobility, public access, viewshed to River, public greenspace, and key component architectural review
- PUD was obtained in 2004, amended in 2007, and in 2016, the current developer filed for an extension deadline with no substantive changes, which indicated the applicant clearly made several significant efforts to retain the PUD
- Commission spent much time at the January 25th meeting and the applicant was asked to return with additional information and a more favorable proposal
- Commission had displayed a willingness to work with applicants for the mutual benefit of both the public and applicant; however, at the April 26th meeting the applicant applied for rezoning which was then remanded back to the PZB
- Disappointed with PZB's decision on the Conservation Overlay for this site which removed the Riverwalk and other amenities
- She was not suggesting taking property rights, it was a question of rezoning
- Message sent to citizens and other developers in the City was of the utmost importance

Commissioner Horvath provided the following comments:

- She was an architect on a team years ago attempting to secure plans that suited the property, and had also dealt with the project while on the PZB Board
- Hopeful for feedback after January 25th meeting so they could proceed, and saddened to lose any progress
- She lived south of King Street and drove through the intersection often and generating more traffic was worrisome
- An RGO would somewhat lessen traffic
- Frightened to lose project's architectural oversight, which meant no review, and this was worrisome to the community as no one wanted a Hard Rock style hotel
- Concerned developer could sell the property without a PUD and without an architectural review
- Commissioners were all willing to work with the developer on the PUD

Mayor Upchurch cited the following reasons for being torn on the decision:

- Wanted the area developed to add to community's fabric, and did not want the property left vacant
- Strongly supported the vision of a multi-family and mixed-use vibrant downtown community
- Developer should not be held accountable for past related issues or community problems, including traffic or water quality
- No other parcel this large existed inside the traditional City confines, and a PUD allowed it to be built correctly with public insight and City oversight
- Imperative to protect architecture since City was marketed as a cultural destination; however, architectural guidelines would be lost with RGO zoning, dependent upon the developer's good will, and City would have no input
- Granting an RGO requested that the City surrender too many things
- Willing and committed to work with developer and establish a mutually beneficial efficient system; however, he was unable to support the Ordinance

Ms. Lopez reminded the Commission the quasi-judicial hearing must meet the three-prong test:

- Procedural due process was afforded to the applicant
- Essential requirements of the law were observed
- Findings were provided that were supported by confident substantial evidence

Ms. Lopez advised the Commission must articulate case law requirements, and she reviewed the case law provision which stated throughout the quasi-judicial hearing process the burden allocation shifted. She said it went first to the applicant to show they met their burden of being compatible and meeting all requirements for the Comprehensive Plan and Land Development Code, then it went to the local government. She noted part of the findings must be it was not arbitrary, discriminatory, or reasonable for a rezoning denial, and that a denial accomplished a legitimate public purpose.

Ms. Lopez concluded there was a change in statutory law Chapter 166, adopted in 2016, which stated in addition to burden shifting, if a development permit was denied, that a citation, rule, statute, or other legal authority must be included as basis for the permit denial, and she asked the Commission to remember this while they decided.

Mayor Upchurch confirmed that the loss of architectural control, public access, and public greenspace were, in his opinion, competent substantial evidence, and he had stated them on the record already because this was a mere comparison of the existing PUD and RGO zoning.

MOTION

Commissioner Sikes-Kline MOVED to deny Ordinance 2021-19. The motion was SECONDED by Commissioner Blonder.

VOTE ON MOTION

AYES: Sikes-Kline, Blonder, Horvath, Upchurch

NAYES: Valdes

MOTION APPROVED 4/1

The Commission recessed from 7:36 P.M. to 7:50 P.M.

8.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.

Mr. Birchim presented Ordinance 2021-20, companion Ordinance to 2021-19, and stated the decision on Ordinance 2021-19 presented a complication, since the property was imbedded in the Sebastian Harbor PUD which the Commission voted not to change. He stated the Seavin, Inc. property was in the Site Development Plan, the narrative, legal description, uses, shared parking, and access points, and concluded that it could be inferred by rezoning the Seavin, Inc. property to RGO, it would create a PUD amendment, and he had not dealt with this complication before.

Ms. Lopez requested the record reflect that those present to speak on Ordinance 2021-20 were sworn in under the companion hearing of the meeting and asked if someone had not yet been sworn in, to indicate this when they came to the podium to speak. She stated the applicant's attorney was not required to be sworn in since they were administering case law and not testifying; however, it was required of the client and team members.

Ms. Galambos swore in the applicant, Charles Cox, and the team members of the attorney.

Cynthia Montgomery, GrayRobinson, PA, represented Seavin, Inc., owners of the winery property, and presented their

application to the Commission.⁶ She reviewed the following:

- Property had architectural control, rezoning to RGO would not remove this, and it was in the King Street Overlay Zone
- Seavin, Inc. confirmed at the PZB meeting they would construct the Riverwalk for the public to access
- Architectural planning and civil engineering were involved with the project from the start, and architectural standards would be acknowledged
- Comprehensive Plan specifically placed property in Residential Medium Density Mixed Use where it was since 1987
- Historic zoning and adjacent parcels were within the land use designation and surrounding properties, such as to the south and immediately across River were zoned RGO
- RGO was consistent with the future land use category as in Comprehensive Plan
- Property was RGO from 1987 to 2004, and PUD incorporated RGO zoning
- RGO zoning was appropriate for the property for 34 years and was within the residential medium density mixed use
- Viewshed corridor was applicable, and a Riverwalk would exist in front of property
- Existing PUD included all uses in the RGO, which was more robust with height restrictions, setbacks, and parking requirements
- All requirements of the Land Development, Zoning, and Building Codes, including parking, would be met
- Intended to add a restaurant, marketplace, and room between the River and building front with an open undeveloped area
- Case law standard for re-zoning was determined upon whether the application was consistent with the future land use and Comprehensive Plan, and this property was consistent

⁶ Presentation attached to original minutes

- Case law showed that once requirements were met and shown, Florida law supported an applicant's right to rezone the property, and applicant showed additional appropriate parking, River access, and architectural guidelines

Ms. Montgomery requested Commission approval to rezone the Seavin, Inc. property to RGO.

The Commission provided ex parte communication.

Public hearing was opened, and Commissioners heard comments from the following members of the public:

B.J. Kalaidi suggested the Commission deny the rezoning request. She was unsure why the two properties were intertwined and hoped the Commission could clarify for the public why they could approve Seavin, Inc.'s request to rezone their property and not SA Marina Holdings' request.

Melinda Rakoncay provided the following comments:⁷

- The two properties fit together like a jigsaw puzzle; therefore, where would the applicant park cars for the winery, upstairs restaurant, 9,500 square feet of retail, and 150-seat restaurant in the European market if the Seavin, Inc. property was no longer part of the PUD
- Surface parking for the property was only 71 spaces, City Code would require a minimum of 280 spaces
- Under the PUD, Seavin, Inc. planned to park patrons in the garage, so without a PUD there was not enough parking
- If zoned separately, SA Holdings, Inc. would not have an access drive to the hotel or garage; therefore, both properties should remain a part of the PUD

⁷ Photo provided attached to original minutes

Gail Wisler thanked the Commission for their comments and suggested they deny the RGO rezoning request, keep the property a PUD, and allow oversight by City officials.

Public hearing was closed.

Mr. Birchim clarified that Ms. Rakonca's exhibit provided during the public hearing was not the current PUD Site Plan, but it was the PUD modification that had been considered and not acted upon. He displayed the correct Site Plan exhibit.⁸

Ms. Montgomery reminded the Commission the RGO category was consistent with the City's future land use criteria of the Comprehensive Plan, and that the application and request was consistent with the City's Land Development Code. She continued that the neighboring properties and historic use were zoned RGO, including being embedded in the PUD. She restated Florida case law permitted a property owner to request a property rezone despite the zoning of neighboring properties, Seavin, Inc. would meet all requirements under the Land Development Code and Building Code and would comply with parking requirements whether or not an adjacent parking garage existed. She concluded the concerns were addressed with respect to adjacent property, River access, and architectural review.

Commissioner Horvath was pleased to see vistas but stated with the property that would be left, a three-story parking garage was necessary to accommodate parking.

Ms. Montgomery replied there were a variety of options, this was not a particular plan, they could work with the architect to modify the building for less seating, and they would honor what PZB was told regarding the Overlay Zone. She noted the property owner was committed to the parking code, and if the adjacent property

did not have a parking garage they would 'tweak' things, but architectural review would be in place, and they would be held to PZB requirements.

Commissioner Valdes provided the following comments:

- Limited space existed for parking and Seavin, Inc. would need to build a garage, which required architectural overview, or find alternate parking
- Property that fronted King Street was subject to architectural review; however, unsure if architectural review would question the vista but plenty of constructed places in the City took away vistas
- Challenged someone to indicate what vista was being blocked by putting buildings on this parcel of land
- Questioned how the Commission could refuse RGO for this property since the applicant provided all the reasons the Commission declined the SA Marina Holdings' RGO request
- Inclined to approve the request because the applicant checked all boxes, but troubled the PUD was being separated, and unsure of the fallout for SA Marina's property and the change in the dynamics

Commissioner Sikes-Kline and Commissioner Blonder both questioned the reason for two separate ordinances.

Mr. Birchim answered that there were two separate owners.

Mayor Upchurch clarified there were not two separate PUDs, but two separate zoning requests, and the effort to pull the parcel from the PUD was legally unsuccessful. He agreed with Commissioner Valdes that similar concerns did not exist with this request and he stated the project was in large measure constructed with a building conversion, it was in an architectural zone, a smaller parcel, compatible with underlying

⁸ Attached to original Commission minutes

land use, and the City was guaranteed the boardwalk would be open to the public. He was inclined to support the Ordinance.

Commissioner Blonder asked Ms. Lopez to review the commencement and completion dates as they pertained to the PUD and winery.

Ms. Lopez read Section 28-289 of the City Code and stated the automatic reverter clause was not so simple and automatic. She summated that the PUD Code section stated failure to timely commence and complete development, as well as findings by the Commission after two PZB hearings which could extend a year forward each time, that the PUD had been abandoned for failure to have any activity. She concluded the active winery was the reason it was factually difficult to claim this circumstance existed in the PUD.

Commissioner Blonder stated there were two owners, one PUD, and two rezoning requests, but the PUD was encumbered by the commencement of the winery, and she asked Mr. Birchim the ramifications in terms of zoning for approval or denial of the request.

Mr. Birchim advised he did not believe many ramifications would occur for the Seavin, Inc. parcel; however, if the PUD was broken by rezoning only a portion, a PUD amendment was being forced onto the SA Marina Holdings property which was not rezoned. He concluded the previous PUD amendment would require redesign since it would no longer contain the Seavin, Inc. portion, which would place the City in an interesting bind with the SA Marina Holdings' parcels.

Commissioner Sikes-Kline noted it was unusual to review a PUD as one unit with two separate owners requesting rezoning, she questioned how the City got to this point, and she could not understand why there were two applications.

Mr. Birchim stated there were four different owners at one time, and the Abdulhussein family consolidated the parcels.

Ms. Lopez advised there was one PUD, multiple owners within the PUD, and each owner had the right to request rezoning their property.

MOTION

Mayor Upchurch MOVED to approve Ordinance 2021-20 on second reading read by title only and passed. The motion was SECONDED by Commissioner Sikes-Kline.

Ms. Lopez read the title as follows:

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.

Commissioner Blonder asked if the Commission approved the Ordinance, were they breaking the PUD.

Mr. Birchim responded that it would require an amendment since the PUD narrative language included the Seavin, Inc. property, legal description, and the narrative describing the location with both owners. He added the Site Development Plan included the Seavin, Inc. property; therefore, a PUD amendment was required to rectify, and the

consent of all parties involved in the PUD was required.

Ms. Lopez advised there was a way to administratively rezone property; however, it had substantial litigation entry points.

Mayor Upchurch suggested this was a case of first impression for City staff and himself, and the Commission was clear about both public policy objectives and their burden as a quasi-judicial body. He concluded the Commission did its very best to address an exceedingly complicated situation with questions not readily answerable.

VOTE ON MOTION

AYES: Upchurch, Sikes-Kline, Valdes, Horvath, Blonder

NAYES: None

MOTION APPROVED UNANIMOUSLY

Mayor Upchurch reminded the Commission and public of the policy to end meetings by 9:00 P.M. He had spoken with both the City Manager and City Attorney and recommended addressing the following three items, and postponing other agenda items until the September 27th meeting:

- Ordinance 2021-22 / First Reading
- Resolution 2021-39
- City Attorney walk-on item concerning National Guard Agreement

There was Commission consensus to the requested modification.

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

(None)

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

(None)

9. Ordinances and Resolutions - No Public Hearing Required

9.A. Ordinances – First Reading

9.A.1. Ordinance 2021-22: Modifies the definition of "salary" for firefighter pension purposes.

Ms. Lopez reviewed the Ordinance and stated the modified definition would include special incentive pay as part of the firefighters' pensionable benefit.

MOTION

Mayor Upchurch MOVED to approve Ordinance 2021-22 on first reading, passed to second reading and a public hearing. The motion was SECONDED by Commissioner Sikes-Kline.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2021-22

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING SECTION 20-191 OF THE CODE OF THE CITY OF ST. AUGUSTINE MODIFYING THE DEFINITION OF SALARY FOR FIREFIGHTER PENSION PURPOSES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Upchurch, Sikes-Kline, Valdes, Horvath, Blonder

NAYES: None

MOTION APPROVED UNANIMOUSLY

9. ORDINANCES AND RESOLUTIONS - NO PUBLIC HEARING REQUIRED

9.A.2. Ordinance 2021-25: Amends the zoning of 36 Granada Street (CL-1) and 8 DeSoto Place (RG-1) to Planned Unit Development (PUD). (D. Birchim, Director Planning and Building)

Item administratively moved to the September 27th meeting.

9.B. Resolutions

9.B.1. Resolution 2021-38: Update to the Planning and Building Department schedule of fees creating a new fee schedule to take effect on October 1, 2021.

Item administratively moved to the September 27th meeting.

9.B.2. Resolution 2021-39: Authorizes the City Manager to execute the American Rescue Plan Act recovery fund agreement.

Mr. Simpson reviewed the Resolution and noted the Agreement authorized the expenditure of approximately \$7.1 million of ARP funds recently discussed at the Budget workshop. He said this was the first procedural step to receive the funds and more education would follow, with additional matters brought to the Commission.

MOTION

Commissioner Horvath MOVED to pass Resolution 2021-39. The motion was SECONDED by Mayor Upchurch and APPROVED BY UNANIMOUS VOICE VOTE.

VOTE ON MOTION

AYES: Horvath, Upchurch, Valdes, Blonder, Sikes-Kline

NAYES: None

MOTION APPROVED UNANIMOUSLY

10. Staff Reports and Presentations

10.A. Discussion regarding the future use of the Waterworks Building.

Item administratively moved to the September 27th meeting.

11. ITEMS BY CITY ATTORNEY

Item 11.A. administratively added.

Ms. Lopez reviewed the National Guard's request for a Temporary Work Area Easement for repairs to the water side of the seawall which would not affect the City's area.

MOTION

Mayor Upchurch MOVED to approve the National Guard's request for a Temporary Work Area Easement on the water side of their seawall for repairs. The motion was SECONDED by Commissioner Valdes and APPROVED BY UNANIMOUS VOICE VOTE.

VOTE ON MOTION

AYES: Upchurch, Valdes, Horvath, Blonder, Sikes-Kline

NAYES: None

MOTION APPROVED UNANIMOUSLY

Mayor Upchurch expressed his appreciation for Mr. Birchim, Ms. Lopez, and the Commissioners' patience, wisdom, and good spirits throughout the meeting.

12. ITEMS BY CITY CLERK

12.A. Request for two appointments to the Planning and Zoning Board. (D. Galambos, City Clerk)

Item administratively moved to the September 27th meeting.

13. ITEMS BY CITY MANAGER

13.A. Presentation of City Manager performance evaluation form to commissioners. (J. Regan, City Manager)

Item administratively moved to the September 27th meeting.

14. Items by Mayor and Commissioners

(None)

15. Adjournment

There being no further business, the meeting was adjourned at 8:38 P.M.⁹

Tracy Upchurch, MAYOR

Darlene Galambos, CITY CLERK

⁹ Recorded and transcribed by Elyse Anderson & Laura Morse

CITY OF ST. AUGUSTINE

City Commission Special Budget Meeting
Thursday, September 23, 2021

The City Commission met in formal session Thursday, September 23, 2021 at 5:05 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Tracy Upchurch, and the following were present:

1. Roll Call: Tracy Upchurch, Mayor/City Commissioner
Nancy Sikes-Kline, Vice Mayor/City Commissioner
Roxanne Horvath, City Commissioner
Barbara Blonder, City Commissioner

Absent: John Valdes, City Commissioner

John Regan, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
Mark Simpson, Director, Financial Services
Carlos Aviles, Fire Chief
Jennifer Michaux, Chief of Police
Laura Morse, Recording Secretary

2. General Public Comments

Public comment was opened; however, there was no response.

3. Public Hearing – Consideration of Resolution 2021-37, increasing the Solid Waste rates \$5.00 for Fiscal Year 2021-2022

Mark Simpson, Director, Financial Services, reviewed the Resolution and noted the rates, which were discussed at the previous Commission Budget Workshop meeting, which increased from approximately \$17.00 monthly to \$22.00. He confirmed that additional needs of the Solid Waste Fund would be discussed at the September 27th Commission Workshop.

Mr. Simpson advised Commissioner Sikes-Kline that 'Exhibit A' of the budget included

a new customer cart fee charge of \$100 to be paid if a cart did not already exist, and there was a \$30 swap fee to exchange older carts.

Public hearing was opened, and the Commission heard from the following member of the public:

- B.J. Kalaidi

Public comment was closed.

MOTION

Mayor Upchurch MOVED to pass Resolution 2021-37 on second reading. The motion was SECONDED by Commissioner Horvath.

Mr. Simpson responded to Ms. Kalaidi's public comment and stated all rate increase revenue would be retained in the

Solid Waste Fund and should increase by approximately \$200,000.00.

Commissioner Blonder confirmed with Mr. Simpson that during the September 27th Commission Workshop they would discuss issues with short-term rentals and solid waste costs.

VOTE ON MOTION

AYES: Upchurch, Horvath, Blonder, Sikes-Kline

NAYES: None

MOTION APPROVED UNANIMOUSLY

4. Public Hearing – Consideration of Resolution 2021-36, establishing the final millage rate for the Fiscal Year 2021-2022 Budget

Mr. Simpson reviewed the Resolution which maintained the millage rate at 7.5 mills, and the rollback rate was 7.2269 that represented a 3.7% increase which would provide an additional ad valorem tax revenue of approximately \$802,000.00. He stated the millage was tentatively adopted by Resolution 2021-26 on July 12th, then by Resolution 2021-35 on September 9th, and the additional revenue would be used to keep current with inflation by providing cost of living and salary adjustments for employees, cover six new additional employees to City staff, and pay for the addition of a new fire apparatus.

Public hearing was opened, and the Commission heard from the following member of the public:

- B.J. Kalaidi

Public hearing was closed.

MOTION

Commissioner Horvath MOVED to pass Resolution 2021-36 and read in its entirety. The motion was SECONDED by Mayor Upchurch.

Isabelle Lopez, City Attorney, read the Resolution as follows:

RESOLUTION 2021-36

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA ADOPTING THE FINAL LEVY OF AD VALOREM TAXES FOR FISCAL YEAR 2021-2022

WHEREAS, the City Commission of the City of St. Augustine, Florida has conducted a public hearing on its final millage rate of 7.500 mills and has determined its rolled back rate is 7.2269 mills as required by Florida Statute 200.065;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Augustine, Florida that:

The Fiscal Year 2021-2022 final millage rate of the City of St. Augustine, Florida is 7.500 mills which represents an increase in the rolled-back rate of 7.2269 mills of 3.78 percent.

ADOPTED at a special meeting of the City Commission of the City of St. Augustine, Florida commenced at 5:05 p.m. this 23rd day of September, 2021.

VOTE ON MOTION

AYES: Horvath, Upchurch, Blonder, Sikes-Kline

NAYES: None

MOTION APPROVED UNANIMOUSLY

5. Public Hearing, Second Reading – Consideration of Ordinance 2021-23, establishing the proposed budget for Fiscal Year 2021-2022

Mr. Simpson stated the Ordinance ratified and approved the annual budget of Fiscal Year 2022 which had not changed since tentative approval on September 9th, and

the approved Community Redevelopment Agency (CRA) budgets were included.

Public hearing was opened, however there was no response.

Public hearing was closed.

MOTION

Mayor Upchurch MOVED that Ordinance 2021-23 be read in its entirety and passed on second reading. The motion was SECONDED by Commissioner Sikes-Kline.

Ms. Lopez read the Ordinance as follows:

ORDINANCE NO. 2021-23

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, RATIFYING, APPROVING AND ADOPTING THE ANNUAL BUDGET OR BUDGET ESTIMATES OF REVENUES AND EXPENDITURES FOR THE CITY OF ST. AUGUSTINE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

Section 1. The annual budget estimates of revenues and expenditures of the City of St. Augustine, Florida for the Fiscal Year 2021-2022, as prepared, amended and submitted to the City Commission of the City of St. Augustine, Florida by the City Manager, as considered and acted upon by said City Commission, under and by authority of the Charter of said City and the Laws of Florida, are hereby ratified, approved and adopted by the City Commission of said City, and the

amounts of money set forth therein are hereby appropriated.

Section 2. The said budget of revenues and expenditures adopted for the ensuing Fiscal Year 2021-2022 shall be spread in full upon the minutes of the City Commission.

Section 3. The appropriations within an activity or sub-activity for Fiscal Year 2020-2021 and Fiscal Year 2021-2022 may be transferred within by the City Manager for the purpose of equalization, when necessary.

Section 4. All funds for the current Fiscal Year 2020-2021 and budgeted Fiscal Year 2021-2022 may over-expend adopted budgets to the extent that actual revenues exceed the adopted budget.

Section 5. All unencumbered appropriations, except for special projects or commitments, be and are canceled as of September 30, 2021, and the City Director of Finance is directed to transfer all appropriation credit balances to unappropriated surplus and place to the credit of all appropriation accounts which show a debit balance for the Fiscal Year 2020-2021 an amount from unappropriated surplus to balance same and to close all such accounts for the Fiscal Year 2020-2021.

Section 6. If any provisions of this Ordinance, or the application thereof to any person or circumstances, are held invalid, such invalidity shall not affect other provisions or applications of the Ordinances which can be given effect without this invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

Section 7. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 8. This ordinance shall become effective upon passage.

PASSED by the City Commission of the City of St. Augustine, Florida, in special session, at 5:05 p.m., this 23rd day of September, 2021.

VOTE ON MOTION

AYES: Upchurch, Sikes-Kline, Horvath, Blonder

NAYES: None

MOTION APPROVED UNANIMOUSLY

Mayor Upchurch thanked Mr. Simpson and the Finance department for all their hard work on the City's budget.

6. Adjournment

There being no further business, the meeting was adjourned at 5:20 P.M.¹

Tracy Upchurch, MAYOR

Darlene Galambos, CITY CLERK

¹ Transcribed by Laura Morse

CITY OF ST. AUGUSTINE

City Commission Special Workshop Meeting Monday, September 27, 2021

The City Commission met in formal session Monday, September 27, 2021 at 3:00 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Vice Mayor Nancy Sikes-Kline, and the following were present:

1. Roll Call: Tracy Upchurch, Mayor/City Commissioner (*arrived at 3:24 PM*)
Nancy Sikes-Kline, Vice Mayor/City Commissioner
Roxanne Horvath, City Commissioner
John Valdes, City Commissioner
Barbara Blonder, City Commissioner

John Regan, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
Todd Grant, Director, Utilities
Mark Simpson, Director, Financial Services
Melissa Wissel, Communications Director
Jennifer Michaux, Police Chief
Laura Morse, Recording Secretary

2. General Public Comments

Public comment was opened, and the Commission heard from the following member of the public:

- B.J. Kalaidi

Public comment was closed.

3. Agenda

3.A. Presentation and Discussion Regarding Solid Waste Services (Todd Grant, P.G., Utilities Director)

Todd Grant, Director, Utilities, acknowledged Rick Stevens, Solid Waste Manager, who was instrumental with innovation, maintaining extremely high customer service levels, and keeping solid waste rates stable. He announced Mr. Stevens' retirement effective November

12th, cited his tremendous contribution to the City, and stated without him, the presentation would have been impossible.

Mr. Grant delivered the presentation which was categorized into four topics: Operations History, Rate Increase History and Comparison, Solid Waste Volume and Customer Growth, and Division Challenges and Solutions.¹ He highlighted the following:

- Moved from contracted recycling to City owned after pilot studies done because of resident complaints
- Hired Olivia Smith, Recycling Coordinator, in 2015
- Instituted once weekly recycling, trash, and yard debris collection
- Raised rates \$4.10 over past 19 years
- Rate increase to \$17.44 was approved at the September 23rd Budget meeting

¹ Included with original Commission packet

- City rates were low compared to neighboring municipalities
- Disposal locations had changed over years due to dramatic rate increases from inability to sort and mechanical issues
- Staff worked 10 to 11 hours on garbage days and 8 hours on recycling days
- City currently paid high rate of \$120 for recycling and \$56.14 for solid waste disposal fees
- Solid waste and recycling volume had decreased due to pandemic, residential and commercial decreases, and use of less glass products or less recycling
- Glass was separated from recycling at disposal stations and placed with solid waste, which posed a hazard with broken shards
- 600 new customers seen in past seven years, next year anticipated more than 7,000

Mr. Grant asked for the Commission's permission to conduct a public media outreach for residents to dispose glass in their regular trash, or reduce usage, and to also advise that recycling was still being collected.

There was Commission consensus for Mr. Grant's request.

The Commission and Mr. Grant discussed:

- Repurpose glass containers
- Recyclables consisted of 35% glass
- Education campaign was in the works regarding recycling, re-use of paper, cardboard, tin and aluminum cans, and plastic, by means of rebranding stickers, fliers, hang tags, and social media
- Should emphasize reduction, which was the most important component of reduce, recycle, re-use motto
- City had no outlet for re-purposed glass, it was costly to dispose and transport; but would collect glass for a re-purposed commodity if the opportunity arose

- Could use aggregate in concrete or asphalt, but area did not have contractors who did this
- Looked at local company which utilized aggregate in landscaping, but company was currently overwhelmed at looking into production costs and enhancements
- Recycling program saved the City money in overall solid waste disposal

Mr. Grant discussed short-term rental (STR) challenges with solid waste collection:

- City had 411 STR customers
- There were 10 to 15 monthly complaints with STR requests to pick up trash on non-scheduled days
- Each unit received one trash can and one recycle bin, with a charge for additional cans
- Residential fees did not cover costs with a slight deficit in revenues
- Offer higher rates for twice weekly pickup, larger bins, or call-in service from residents, STR owner, maintenance company, or Code Enforcement, which would review STR database
- Proposed \$60.53 rate for STRs which was the same as the commercial rate
- Annual \$212,000 revenue increase would not go into reserves, but would pay for 96-gallon bins, labor, equipment, and extra disposal and pick up trips; City would not make money but cover costs for the extra service
- Multi-family style dwellings were charged a multi-family fee
- Monthly \$5 revenue increase would assist with gaining a reserve balance to cover new equipment
- Needed to cycle out older equipment with the revenue increases and assistance of the American Rescue Plan

Mr. Grant requested permission from the Commission to place two dumpsters in front of City of St. Augustine Beach City Hall for recycling use, which would be monitored and picked up by the City of St. Augustine

(City). He stated this program returned the favor to the City of St. Augustine Beach for the numerous times they lent the City a trash truck at no charge, it should cost no more than \$1,000 through January (since glass was not included), and the bins would be single streamed. He advised that Bill Tredik, Public Works Director, Mayor England, and Max Royle, City Manager, from City of St. Augustine Beach had all agreed to this program.

There was Commission consensus in support of Mr. Grant's request.

Mr. Grant requested permission from the Commission to spend \$10,000 on 100 compost bins out of the Construction and Demolition Franchise Fee account, which currently had approximately \$40,000. He stated the bins would be offered to interested residents at no charge through a survey sign-up basis, and he predicted with the elimination of heavier organic material from the trash, the return on investment would be approximately five years.

Commissioner Sikes-Kline noted the program would benefit teaching residents how to compost; however, she was uneasy about the bins being free of charge.

MOTION

Mayor Upchurch MOVED to approve both the cooperative agreement City of St. Augustine Beach and the composting program as outlined by Mr. Grant. The motion was SECONDED by Commissioner Blonder and APPROVED BY UNANIMOUS VOICE VOTE.

Commissioner Horvath inquired about the numerous bins on the sidewalk along the Bayfront and the option to recess the fence at the Spanish Quarter to hide those bins.

John Regan, City Manager, advised the City owned the property in question, it was a work in progress with the University, something needed to be done with the

unsightliness, and he suggested a compactor.

Mr. Grant assured Commissioner Valdes the STR rate for currently zoned commercial locations would remain the same, one room STRs could obtain a City audit to review usage, individual boats in a marina would not be charged since they were part of a dumpster rate, and safety complaints would flag problem STRs.

Commissioner Blonder reminded the Commission that action was required on Mr. Grant's request to increase STR garbage collection fees to the commercial cart rate.

Mr. Grant confirmed and restated the request to the Commission.

MOTION

Commissioner Horvath MOVED to approve a rate increase for STRs to \$60.53 per month, to include a 96-gallon bin, and an additional once a week call-in service for pickup. The motion was SECONDED by Commissioner Sikes-Kline and APPROVED BY UNANIMOUS VOICE VOTE.

4. Items by Mayor and Commissioners

Commissioner Sikes-Kline inquired about future workshop topics and schedules.

Commissioner Blonder stated the topics of resiliency and sustainability projects, and a climate action plan for carbon footprint reduction should be prioritized during hurricane season, so the Commission would have a better comprehension of the many ongoing and future projects in these areas.

Mr. Regan indicated during the meeting to follow, the plan was to discuss resiliency project prioritization during an October workshop. He advised the Commission required a decision on workshop frequency, whether once or twice a month before regular Commission meetings, and City staff

would be able to accommodate their decision.

Mayor Upchurch was not amiable to twice monthly workshops, but once monthly, and preferred the next workshop take place on October 25th.

There was Commission consensus to hold the next workshop on October 25th.

After a brief discussion, it was determined that workshops with controversial topics would begin at 3:00 P.M., and workshops with less controversial topics would begin at 3:30 P.M.

Commissioner Sikes-Kline noted the year was unique, millions of dollars were at stake with the American Rescue Plan (ARP) which was not thoroughly discussed, the \$7.74 million was more than initially presented, and a philosophy to approach how the money would be spent should be developed.

Mr. Regan concluded the next workshop would include prioritization of resiliency with the anticipation more citizens would attend; therefore, he suggested the October 25th workshop begin at 3:00 P.M.

5. Additional Time for Public Comment

- Charles Pappas
- B.J. Kalaidi

6. Adjourn

There being no further business, the meeting was adjourned at 3:54 P.M.²

Tracy Upchurch, MAYOR

Darlene Galambos, CITY CLERK

² Transcribed by Laura Morse

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

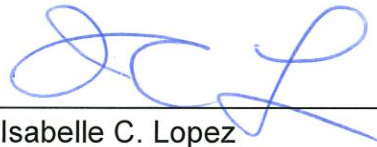
DATE: October 7, 2021

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 1009 W. 9TH STREET**

Enclosed is a Satisfaction and Release of Mortgage for 1009 W. 9th Street, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine and Annette Pope. The mortgage was recorded in the Public Records of St. Johns County on October 15, 2014. Copies of the Unit Connection Fee Mortgage and Promissory Note are enclosed as well for reference.

Please place this Release and Satisfaction of Mortgage on the consent agenda for consideration and execution at the October 25, 2021 City Commission meeting.

Please contact me if you have any questions or comments. Thank you.

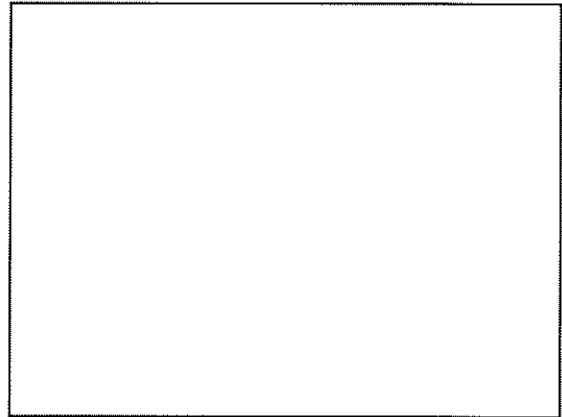


Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Darlene Galambos, City Clerk (with original)

This instrument was prepared under the supervision and direction of Isabelle C. Lopez, City Attorney, P.O. Box 210, St. Augustine, Florida 32085



**SATISFACTION AND
RELEASE OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS:

THE CITY OF ST. AUGUSTINE, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085-0210 (hereinafter referred to as "Mortgagee"), in consideration of the covenants and agreements set forth hereinafter, hereby releases **ANNETTE POPE**, whose address is 1009 W. 9th Street, St. Augustine, Florida 32084, her heirs, assigns or successors in title (hereinafter referred to as "Mortgagor"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated October 14, 2014, recorded at Official Records Book 3942, Page 849, of the Public Records of St. Johns County, Florida, and relating to that certain lot, parcel or piece of land situated in the City of St. Augustine, St. Johns County, Florida, described in **Exhibit "A"** attached hereto and incorporated herein.

Mortgagee hereby releases said Mortgagor from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 3942, Page 849, of the Public Records of St. Johns County, Florida, and such obligations related to said documents have been fully performed and are therefore satisfied.

IN WITNESS WHEREOF, this Satisfaction and Release of Mortgage has been duly signed and executed by the Mortgagee, this _____ day of _____, 2021.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Tracy Upchurch, Mayor-Commissioner

I **HEREBY CERTIFY** that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, by means of ☐ physical presence or ☐ online notarization, **Tracy Upchurch**, who is personally known to me, who is the person who executed the foregoing instrument and who acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 2021.

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION: LOTS 15, 16, BLOCK 71, COLLIER HEIGHTS ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 8, PAGE 2 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 133450-0150

LOCATION ADDRESS: 1009 W. 9TH STREET, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

Public Records of St. Johns County, FL
Clerk number: 2014060560
BK: 3942 PG: 849
10/15/2014 12:16 PM
Recording \$52.50
Doc M: \$15.75
Int. Tax \$8.97

THIS MORTGAGE, by and between Annette Pope, whose address is 1009 W 9th Street, hereinafter called "Mortgagor") and CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Department, St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

WITNESSETH that for good and valuable consideration, and also in consideration of the Mortgagee's deferment of certain water and/or sewer unit connection fees owed by the Mortgagor to the Mortgagee as evidenced by the Unit Connection Fee Promissory Note hereinafter described, the said Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee all that certain piece, parcel or tract of land of which the said Mortgagor is now seized and possessed and in actual possession, situate in the county of St. Johns and state of Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Together with all structures and improvements now and hereafter on said land, and the fixtures attached thereto.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all the estate, right, title, interest, homestead, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of the said Mortgagor in and to the same, and every part thereof, unto the said Mortgagee, in fee simple.

And the Mortgagor hereby covenants with the Mortgagee that it is indefeasibly seized of said land in fee simple; that it has full power and lawful right to convey the same in fee simple as aforesaid; and that said Mortgagor will make such further assurances to prove the fee simple title to said land to said Mortgagee as may be reasonably required.

Provided always, and these presents are executed and delivered upon the following conditions, to-wit:

The Mortgagor agrees to timely pay the Mortgagee, or order, the payments described in the copy of the Unit Connection Fee Promissory Note attached hereto as Exhibit "B" in the manner and at the times described therein.

And shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every of the stipulations, agreements, conditions, and covenants of said Promissory Note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

And the Mortgagor further covenants as follows:

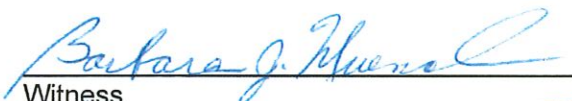
1. That it will pay all and singular the costs, charges and expenses, including reasonable attorney's fees, and costs of abstracts of title, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of said Promissory Note and this mortgage, and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this mortgage.

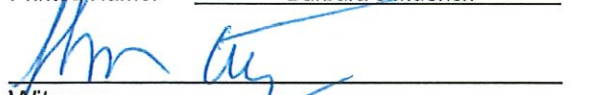
2. That (a) in the event of any breach of this mortgage or any mortgage superior or junior hereto or default on the part of the Mortgagor under this or any other mortgage encumbering the property mortgaged hereby, or (b) in the event that any of said sums of money herein referred to be not promptly and fully paid without demand or notice, or (c) in the event that each and every of the stipulations, agreements, conditions and covenants of said note and this mortgage are not promptly and fully performed, then in either or any such event, the said aggregate sum mentioned in said note then remaining unpaid, with interest accrued to that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said note or in this mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of said Mortgagee, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee may foreclose this mortgage, as to the amount so declared due and payable, and the said premises shall be sold to satisfy and pay the same, together with costs, expenses and allowances.

3. That the Mortgagee will make monthly payments in the amount of \$43.62 for 120 months.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 14th day of October 2014.

Signed, sealed and delivered
in the presence of:


Witness
Printed Name: Barbara J Muench


Witness
Printed Name: John Augustos

BY: 
(Printed Name) Annette Pope
(Address) 1009 W 9th Street
(Telephone) 904-501-0304

* * * NOTARY CERTIFICATION APPEARS ON THE FOLLOWING PAGE * * *

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

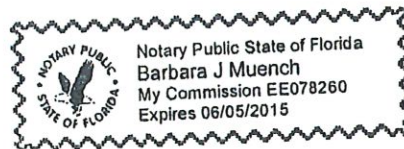
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Annette Pope**, who is personally known to me or who has produced FLA. DRIVER'S LICENSE as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 14th day of October 2014.



Notary Public, State of Florida



LEGAL DESCRIPTION

Lots 15, 16, Block 71, Collier Heights according to the Plat thereof as recorded in Map Book 8, page 2 of the Public Records of St. Johns County, Florida.

Parcel No. 133450-0150

Exhibit "A"

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: Annette Pope
ADDRESS: 1009 W 9th Street
Saint Augustine, FL 32084

\$4,483.00

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at 1009 W 9th Street, the undersigned, jointly and severally, promises to pay to the order of **CITY OF ST. AUGUSTINE, P.O. Box 210, St. Augustine, Florida, 32085**, or elsewhere as the holder hereof may from time to time require, the principal sum of **4483 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **3.16 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **43.62 Dollars** each, commencing on the date hereof and continuing on the same date each and every month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

The maker(s) hereof waives presentment for payment and demand. Time is of the essence hereof. It is expressly agreed that if this Note or any part or installment thereof be not paid within ten (10) days after the same becomes due and payable, anything herein to the contrary notwithstanding, the maker(s) hereof understands that all unpaid sums shall immediately be due and payable at once, without notice or demand, together with all costs of collection, including reasonable attorney's fees, whether suit be filed or not.

The maker(s) hereof may prepay any part of the principal sum hereof in any amount at any time, but any such prepayment shall not relieve the maker(s) hereof from making payment of the installment then due nor any subsequent installment provided hereby, unless at the time of such prepayment the maker(s) hereof pays all sums hereon.

Any waiver of the right to exercise any option by the holder hereof shall not constitute a waiver of the right to exercise said option at any future time.

All notices, demand, presentment, dishonor and requirements under any law of Florida are hereby expressly waived.

Exhibit "B"

This Note is secured by and subject to the terms of a mortgage (or a letter of credit) of even date herewith.

Signed, sealed and delivered **Dated as of: October 14, 2014**, in the presence of:

Barbara J Muench
Witness
Printed Name: Barbara J Muench

John Augustos
Witness
Printed Name: John Augustos

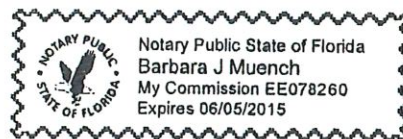
BY: Annette Pope
(Printed Name) Annette Pope
(Address) 1009 W 9th Street
(Telephone) 904-501-0304

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Annette Pope**, who is personally known to me or who has produced FLA. DRIVER'S LICENSE as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 14th day of October 2014.

Barbara J. Muench
Notary Public, State of Florida



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: October 15, 2021

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 4581 AVENUE C**

Enclosed is a Satisfaction and Release of Mortgage for 4581 Avenue C, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine, Kimberly Hersey, and Matthew Wolhart. The mortgage was recorded in the Public Records of St. Johns County on November 21, 2017. Copies of the Unit Connection Fee Mortgage and Promissory Note are enclosed as well for reference.

Please place this Release and Satisfaction of Mortgage on the consent agenda for consideration and execution at the October 25, 2021 City Commission meeting.

Please contact me if you have any questions or comments. Thank you.

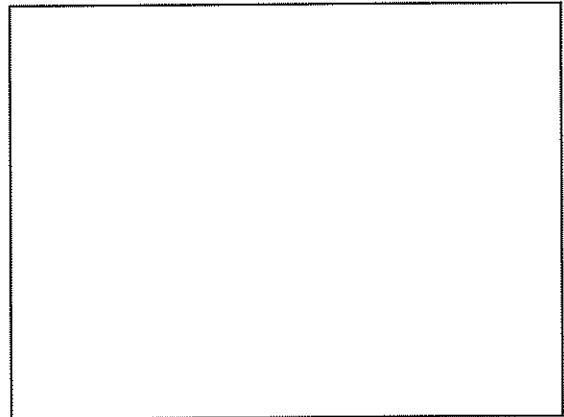


Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Darlene Galambos, City Clerk (with original)

This instrument was prepared under the supervision and direction of Isabelle C. Lopez, City Attorney, P.O. Box 210, St. Augustine, Florida 32085



**SATISFACTION AND
RELEASE OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS:

THE CITY OF ST. AUGUSTINE, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085-0210 (hereinafter referred to as "Mortgagee"), in consideration of the covenants and agreements set forth hereinafter, hereby releases **KIMBERLY HERSEY and MATTHEW WOLHART**, whose address is 4581 Avenue C, St. Augustine, Florida 32084, their heirs, assigns or successors in title (hereinafter referred to as "Mortgagors"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated October 27, 2017, recorded at Official Records Book 4466, Page 466, of the Public Records of St. Johns County, Florida, and relating to that certain lot, parcel or piece of land situated in the City of St. Augustine, St. Johns County, Florida, described in **Exhibit "A"** attached hereto and incorporated herein.

Mortgagee hereby releases said Mortgagors from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 4466, Page 466, of the Public Records of St. Johns County, Florida, and such obligations related to said documents have been fully performed and are therefore satisfied.

IN WITNESS WHEREOF, this Satisfaction and Release of Mortgage has been duly signed and executed by the Mortgagee, this _____ day of _____, 2021.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Tracy Upchurch, Mayor-Commissioner

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, by means of ☐ physical presence or ☐ online notarization, **Tracy Upchurch**, who is personally known to me, who is the person who executed the foregoing instrument and who acknowledged before me that he executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 2021.

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION: LOTS 7 AND 8, BLOCK 20, USINA & KUHN SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 3, PAGE 35, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 079360-0080

LOCATION ADDRESS: 4581 AVENUE C, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

THIS MORTGAGE, by and between **Kimberly Hersey & Matthew Wolhart** whose address is 4581 Avenue C St. Augustine, FL 32095 (hereinafter called "Mortgagor") and **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Dept., St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

WITNESSETH that for good and valuable consideration, and also in consideration of the Mortgagee's deferment of certain water and/or sewer unit connection fees owed by the Mortgagor to the Mortgagee as evidenced by the Unit Connection Fee Promissory Note hereinafter described, the said Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee all that certain piece, parcel or tract of land of which the said Mortgagor is now seized and possessed and in actual possession, situate in the county of St. Johns and state of Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Together with all structures and improvements now and hereafter on said land, and the fixtures attached thereto.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all the estate, right, title, interest, homestead, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of the said Mortgagor in and to the same, and every part thereof, unto the said Mortgagee, in fee simple.

And the Mortgagor hereby covenants with the Mortgagee that it is indefeasibly seized of said land in fee simple; that it has full power and lawful right to convey the same in fee simple as aforesaid; and that said Mortgagor will make such further assurances to prove the fee simple title to said land to said Mortgagee as may be reasonably required.

Provided always, and these presents are executed and delivered upon the following conditions, to-wit:

The Mortgagor agrees to timely pay the Mortgagee, or order, the payments described in the copy of the Unit Connection Fee Promissory Note attached hereto as Exhibit "B" in the manner and at the times described therein.

And shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every of the stipulations, agreements, conditions, and covenants of said Promissory Note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

And the Mortgagor further covenants as follows:

1. That it will pay all and singular the costs, charges and expenses, including reasonable attorney's fees, and costs of abstracts of title, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of said Promissory Note and this mortgage, and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this mortgage.

2. That (a) in the event of any breach of this mortgage or any mortgage superior or junior hereto or default on the part of the Mortgagor under this or any other mortgage encumbering the property mortgaged hereby, or (b) in the event that any of said sums of money herein referred to be not promptly and fully paid without demand or notice, or (c) in the event that each and every of the stipulations, agreements, conditions and covenants of said note and this mortgage are not promptly and fully performed, then in either or any such event, the said aggregate sum mentioned in said note then remaining unpaid, with interest accrued to that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said note or in this mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of said Mortgagee, without notice or demand, suit at law or in equity May be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee May foreclose this mortgage, as to the amount so declared due and payable, and the said premises shall be sold to satisfy and pay the same, together with costs, expenses and allowances.

3. That the Mortgagee will make monthly payments in the amount of \$44.81 for 120 months, with the first payment due December 15, 2017

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 27th day of October, 2017.

Signed, sealed and delivered in the presence of:

Maxwell S. Moulton
Witness
Printed Name: Maxwell S. Moulton

Corian Wiles
Witness
Printed Name: Corian Wiles

BY:

Kimberly Hersey
(Printed Name) Kimberly Hersey
(Address) 4581 Avenue C
(Telephone) 352-572-1000

BY:

Matthew Wolhart
(Printed Name) Matthew Wolhart
(Address) 4581 Avenue C
(Telephone) 760-403-7957

* * * NOTARY CERTIFICATION APPEARS ON THE FOLLOWING PAGE * * *

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

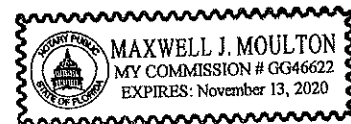
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Kimberly Hersey**, who is personally known to me or who has produced FL Drivers License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 27th day of October, 2017.


Notary Public, State of Florida

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:



STATE OF Florida

COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Matthew Wolhart**, who is personally known to me or who has produced FL Drivers License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 27th day of October, 2017.


Notary Public, State of Florida

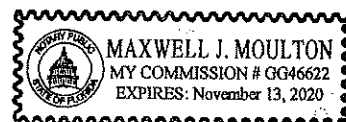


Exhibit "A"

LEGAL DESCRIPTION

Lots 7 and 8, Block 20, Usina & Kuhn Subdivision, according to the plat thereof, as recorded in Map Book 3, Page 35, of the Public Records of St. Johns County, Florida.

Strap: 0793600060

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: Kimberly Hersey & Matthew Wolhart
ADDRESS: 4581 Avenue C
St. Augustine, FL 32095

\$4,351.60

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at **4581 Avenue C St. Augustine, FL 32095**, the undersigned, jointly and severally, promises to pay to the order of **CITY OF ST. AUGUSTINE, P.O. Box 210, St. Augustine, Florida, 32085**, or elsewhere as the holder hereof may from time to time require, the principal sum of **4,351.60 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **4.36 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **44.81 Dollars**, commencing on **December 15, 2017** and continuing on the same date each and every month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

The maker(s) hereof waives presentment for payment and demand. Time is of the essence hereof. It is expressly agreed that if this Note or any part or installment thereof be not paid within ten (10) days after the same becomes due and payable, anything herein to the contrary notwithstanding, the maker(s) hereof understands that all unpaid sums shall immediately be due and payable at once, without notice or demand, together with all costs of collection, including reasonable attorney's fees, whether suit be filed or not.

The maker(s) hereof may prepay any part of the principal sum hereof in any amount at any time, but any such prepayment shall not relieve the maker(s) hereof from making payment of the installment then due nor any subsequent installment provided hereby, unless at the time of such prepayment the maker(s) hereof pays all sums hereon.

Any waiver of the right to exercise any option by the holder hereof shall not constitute a waiver of the right to exercise said option at any future time.

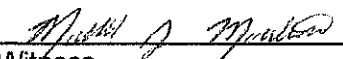
All notices, demand, presentment, dishonor and requirements under any law of Florida are hereby expressly waived.

Note: Fl. Stat. 159.17 – Lien of services charges – any municipality issuing revenue bonds hereunder shall have a lien on all lands or premises served by any water system, sewer system or gas system for all service charges for such facilities until paid, which liens shall be prior to all other liens on such lands or premises except the lien of state, county and municipal taxes and shall be on a parity with the lien of such state, county and municipal taxes. Such liens, when delinquent for more than 30 days, may be foreclosed by such municipality in the manner provided by the laws of Florida for the foreclosure of mortgages on real property.

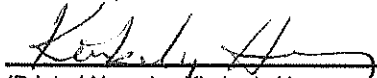
Exhibit "B"

This Note is secured by and subject to the terms of a mortgage (or a letter of credit) of even date herewith.

Signed, sealed and delivered **dated as of October 27, 2017**, in the presence of:


Witness
Printed Name: Maxwell S. Moulton


Witness
Printed Name: Cori A. Niles

BY: 
(Printed Name) Kimberly Hersey
(Address) 4581 Avenue C.
(Telephone) 352-572-1000

BY: 
(Printed Name) Matthew Wolhart
(Address) 4581 Avenue C.
(Telephone) 760-403-7957

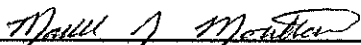
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

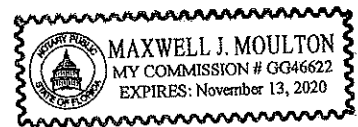
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Kimberly Hersey**, who is personally known to me or who has produced FL Drivers License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 27th day of October, 2017.


Notary Public, State of Florida

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

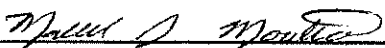


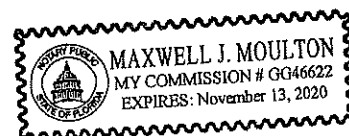
STATE OF Florida

COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Matthew Wolhart**, who is personally known to me or who has produced FL Drivers License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 27th day of October, 2017.


Notary Public, State of Florida



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: October 14, 2021

RE: Request for Certificates of Recognition

A request was received from the organizers of the Lincolnville Festival to have Certificates of Recognition issued to Lincolnville's senior residents. The certificates will be presented to these individuals during the Lincolnville Festival Senior Honoree Reception, which will be held on Saturday, November 13, 2021. The individuals whose names were submitted are as follows:

Ms. Ruth Jones	Ms. Cora Tyson
Mr. Paul Floyd	Ms. Catherine Williams
Ms. Rai Schwecke	Ms. Lennette Pembleton
Ms. Carrie Pinkney	Ms. Rosa Green
Ms. Isabelle Mason	Mr. and Mrs. George and Ollie Smith
Ms. Edna Mae Alvarez	Ms. Margaret Hankerson
Ms. Janie Price	Mr. and Mrs. Issac and Mary Washington
Ms. Johnny Mae Hauser	Mr. Joseph Eubanks
Ms. Helen Coney	Mr. and Mrs. Charlie and Olivia Brown
Ms. Alice Terry	Ms. Mary Thomas

Should you concur, please place this matter on the Consent Agenda for the October 25, 2021 meeting for consideration and approval.



Darlene Galambos
City Clerk

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: October 14, 2021

RE: ANNUAL STATUS REPORT – CITY ATTORNEY’S OFFICE

Please find enclosed the following documents reflecting the year-in-review:

1. Public Meetings Attendance Chart
2. Work Log Drafting & Review Chart
3. In-House Counsel Litigation and Appeals Chart
4. Cases Aided by Outside Counsel Chart
5. City Ordinance Violation Disposition Chart
6. Ordinance & Resolution Chart
7. Staff & New Board Member Training Chart
8. Legislative Bill Tracking Chart
9. Proposed Budget Changes Chart – FY 2021-22

Administrative:

The City Attorney’s office currently consists of one City Attorney with twenty-five (25) years of experience and one Assistant City Attorney with nineteen (19) years of experience, but new to city government. The office is supported by an administrative assistant/paralegal who also provides reciprocal lunch and vacation coverage to the City Manager’s administrative assistant.

The offices physically consist of three separate offices, with overflow filing capacity at the City Manager’s office, and printing capacity at a communal printer in a separate room. The preliminary budget submitted to Administration for fiscal year 2021-22 is \$515,873.00. This includes salaries and benefits, professional membership dues, continuing education and training, office supplies, copying, and specialty supporting services such as special magistrate fees, real estate appraiser costs, title company searches, court reporting costs, and legal research software and books.

Overview:

The City Attorney’s office provides general counsel services to the City Commission and all of the City’s boards and committees; the CRA, HARB, PZB, Code Enforcement, as well as, issue specific committees as appointed. The range of services includes attending public meetings, drafting resolutions and ordinances, reviewing upcoming agenda items, training staff and boards on Government in the Sunshine, Public Records and Ethics, assisting staff in answering board member or citizen questions, and advising staff on issues ranging from land use to life safety codes. In addition, the City Attorney by Charter advises officials on issues relating to their official duties, which can include requesting formal and informal opinions from the Commission on Ethics or the Attorney General’s office. Public meetings comprised **196.50 hours of attorney time** from October 2020 – September 2021, with an additional **38.5 hours of new board member and staff public records training**.

Legislative Review:

The City Attorney keeps abreast of changes in the law or proposed legislation that may impact the City. This past legislative session was active in terms of sponsored bills that could have

impacted the City. Our office tracked **81 bills** from initial filing through enactment or setting aside. We assist the City's legislative consultants on both text and strategy, as needed. After Session has concluded, we brief department directors and strategize any necessary amendments to City regulations. This past year we wrote/reviewed **73 resolutions and ordinances**.

Special Projects:

As part of our staff support to City departments, in the past year we have actively reviewed and provided comment and proposed language to a number of special projects, including this year's American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund Agreement between the City and the State of Florida, Division of Emergency Management. The office has also taken on the task of creating a Uniform Act/Eminent Domain procedures and form book for staff. In addition, we review annually the legally available revenue sources from tax levies and other sources in conjunction with the Director of Budget & Performance Management.

Contracts, Agreements, Bonds, Leases:

Contract and procurement review is provided by our office, as are traditional and submerged land leases. Most standard contracts, including letter agreements, leases, license agreements, bailments and object loan agreements utilize standardized templates created and revised episodically by the City Attorney's office, and modified based on specific project needs. Additional contract and bid review is required when the City piggybacks on other agency contracts, and occasionally vendors insist on their specific contract forms which requires more revisions and legal review. All bonds, contracts, and instruments, per Charter, must be reviewed and endorsed by the City Attorney. The City Attorney's office reviewed **711 documents** this past year.

In-House Litigation:

The City Attorney's office also provides the defense to Petitions for Writ of Certiorari (appeals of zoning or permit denials) from the local circuit court through to all appeals. Historically, this office did not defend this type of litigation, but outsourced it. Since 2011, we have kept this type of work in-house with the City Attorney. We have also kept other types of litigation in-house, including mandamus actions, maritime liens, as well as, the defense of all code enforcement orders through the statutory hearing process before a special magistrate, known as §70.51 hearings.

We prosecute both criminal and civil code violations, which includes discovery, motion practice, hearings and ultimately trial. Included with this report is a chart of dispositions showing **70 criminal cases** prosecuted by our office from October 2020 – September 2021. Typical criminal code enforcement cases involve drinking in public, camping in public, urinating in public or panhandling in violation of City ordinances. Cases that involved more intensive work are highlighted in the in-house litigation chart. In addition to criminal code enforcement, this office also enforces through the court system, civil citations. These range from skateboard and leash law violations that are not administratively paid within the first thirty (30) days, to more complex mooring field and noise violations that raise constitutional and procedural claims. This office also prosecutes small claims cases on occasion and defends the City's interests as a creditor in foreclosures and bankruptcies, as well as prosecuting civil forfeiture cases and responding to garnishment proceedings.

The City Attorney's office continues to work with the Circuit Court's Veterans Treatment Court Coordinator, the Veterans Administration and the St. Augustine Police Department's Community Outreach officers to identify potential candidates among the City's criminal defendants for assistance from the VA or other rehabilitation centers.

In addition to purely litigation matters, the City Attorney's office also responds to inquiries by the Justice Department, Labor Department, and local citizens on issues ranging from handicap

accessibility to wage and hour issues involving our contractors, as well as complaints pursuant to the City's Human Rights Ordinance.

Outside Counsel:

The City Attorney by Charter is authorized to retain outside counsel to assist in the legal representation of the City. Some recurring outside counsel costs include labor law, but others are individualized case-by-case assistance on specialty issues such as eminent domain and environmental law. Although outside counsel is retained, the City Attorney's office provides research, review, and revision support.

The City must hire a special magistrate when a property owner makes a claim to the statutory alternative dispute resolution process (§70.51), such as when appealing an order of the Code Enforcement Board. The City must also pay for a special criminal defense attorney for indigent defendants in criminal citation prosecutions, as required by law. Our office represents the Code Enforcement Board and defends its orders, but statutorily we are prohibited from also representing the prosecution of Code Enforcement cases before that Board. Most cases are presented and prosecuted by the Building Official and code enforcement officers directly, but occasionally an attorney must be hired to advise staff in its prosecution of a particularly involved or difficult case. With the enactment of the Short-Term Rental ordinances, the City has also authorized the use of a Special Magistrate to hear violations of those regulations.

Litigation that is not covered by our insurer, such as contract disputes or complex real estate/land development litigation, is billed to outside firms. These cases tend to be document and discovery intensive. This type of intensive litigation requires dedicated paralegal and associate support staff, as well as, litigation software to track discovery that our office does not possess. Although the assistance of outside counsel relieves the workload of the two (2) attorneys in the City Attorney's office, nonetheless, outside counsel rely on our institutional knowledge and we are intrinsically involved in assisting their work, especially when reviewing discovery requests and coordinating the sometimes very extensive responses necessary from our dozen City departments. In addition, our office coordinates with the outside attorneys on all pre-litigation claims, most of which consist of slip and fall personal injury, including research and analysis regarding the City's historic ownership, maintenance, and control of right-of-way.

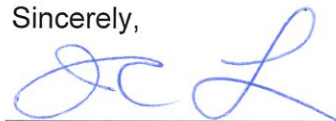
Conclusion:

I hope that this brief report gave you a meaningful review of our duties and operations. This year saw new challenges in response to the pandemic and federal funding, as well as a need for continued legal support for a more expansive portfolio of local, state, and federal grants. This year also saw long-lasting litigation come to summary judgment in favor of the City in the Marlowe (riparian rights dispute) and MASCI (contractor dispute) matters, although both are on appeal. In addition, the Circuit Court upheld our updated short-term rental ordinances. As always, should you wish to meet with me individually to discuss any of this information, or the specifics of a particular case, please let me know.

I have asked the City Manager to place this annual status report under City Attorney Items on the City Commission's agenda for the October 25, 2021 City Commission meeting.

The report is for your review and approval and although I am not asking to make a presentation, I will be ready to answer any questions if needed.

Sincerely,

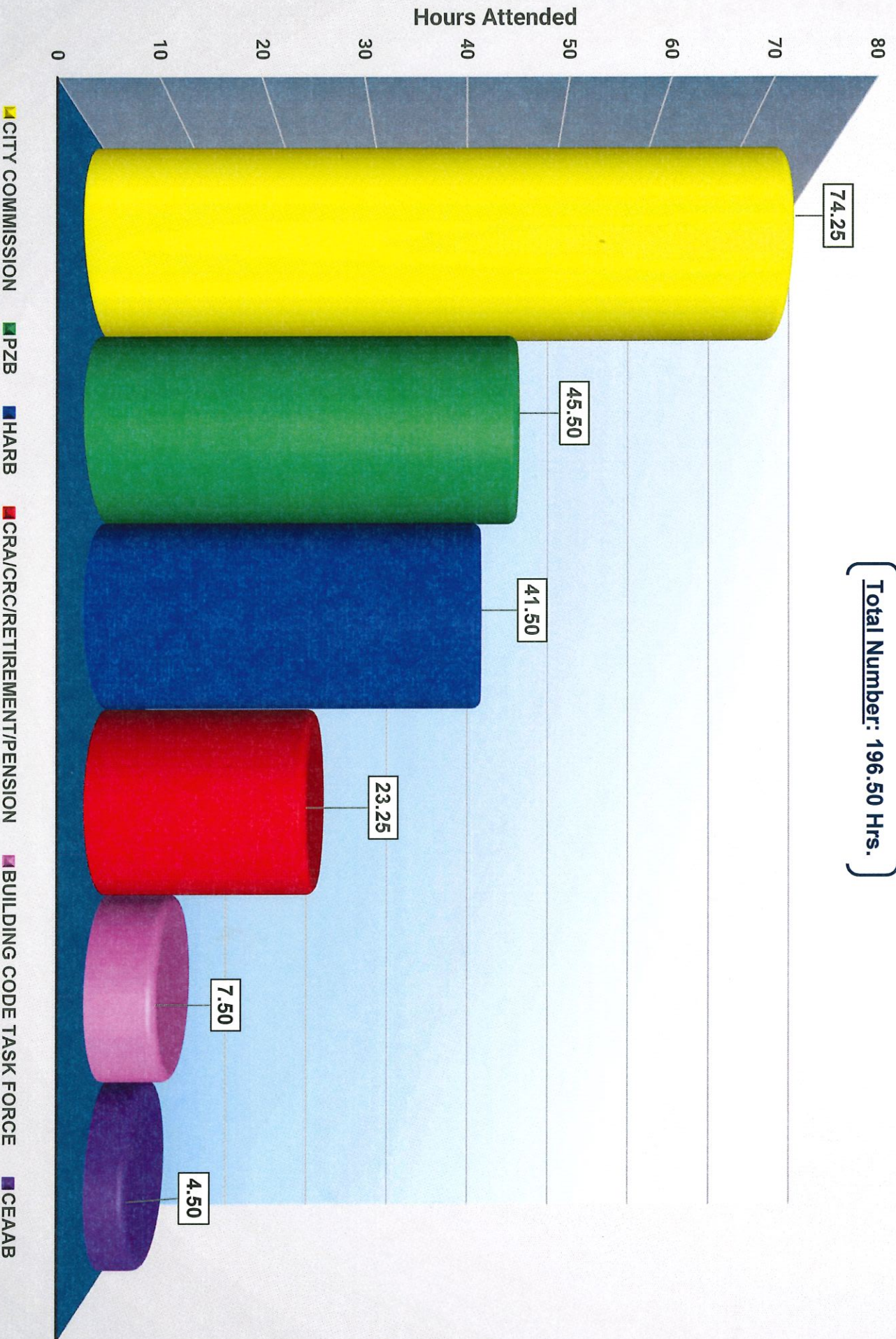


Isabelle C. Lopez
City Attorney

Attachments

PUBLIC MEETINGS ATTENDANCE: FY 2020-2021

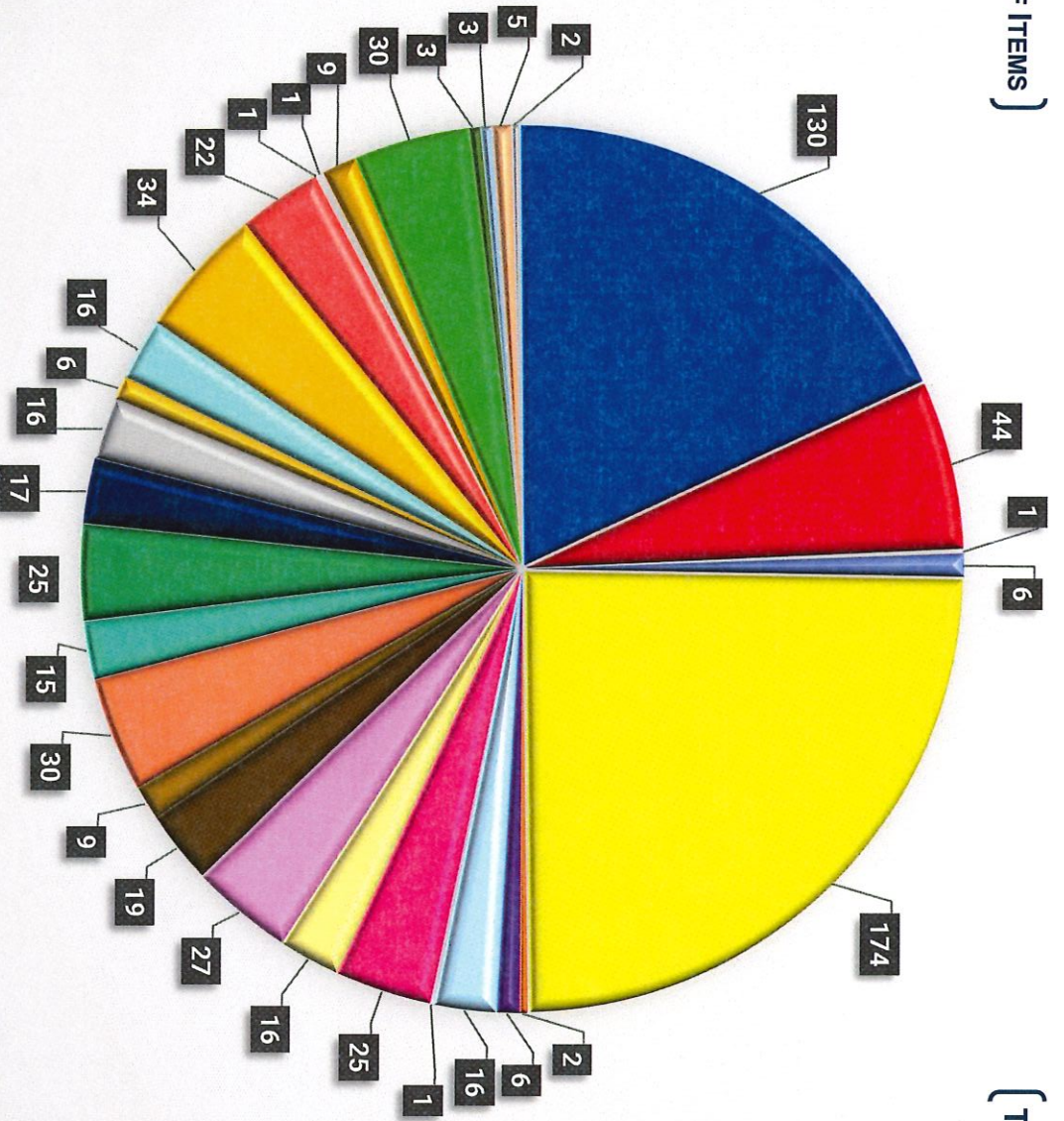
[Total Number: 196.50 Hrs.]



WORK LOG DRAFTING & REVIEW: FY 2020-2021

[BY NUMBER OF ITEMS]

[TOTAL: 711 ITEMS]



Agreement - 174
 Claim of Lien - 1
 Form - 19
 Lien Release - 25
 Order - 16
 Plan - 1
 PUD - 3

Appeal - 2
 Contract - 25
 Interlocal Agreement - 9
 Maintenance Bond - 17
 Ordinance - 34
 Plat - 9
 Release & Waiver - 5

Application - 6
 Correspondence - 16
 Lease Agreement - 30
 Memorandum - 16
 Performance Bond - 22
 Pleading - 30
 Report - 2

Bill of Sale - 16
 Easement - 27
 License - 15
 Notice - 6
 Personal Guaranty - 1
 Policy - 3
 Research - 130

IN-HOUSE COUNSEL – LITIGATION & APPEALS: FY 2020-2021

[By Number of Cases]

[Total: 8 Cases]

1
RIPARIAN RIGHTS
(Marlowe)*

1
BREACH OF CONTRACT
(MASCi)*

1
INJUNCTION/APPEAL
(Pacetti)

2
PROBATE CLAIMS
(King & Olmstead)

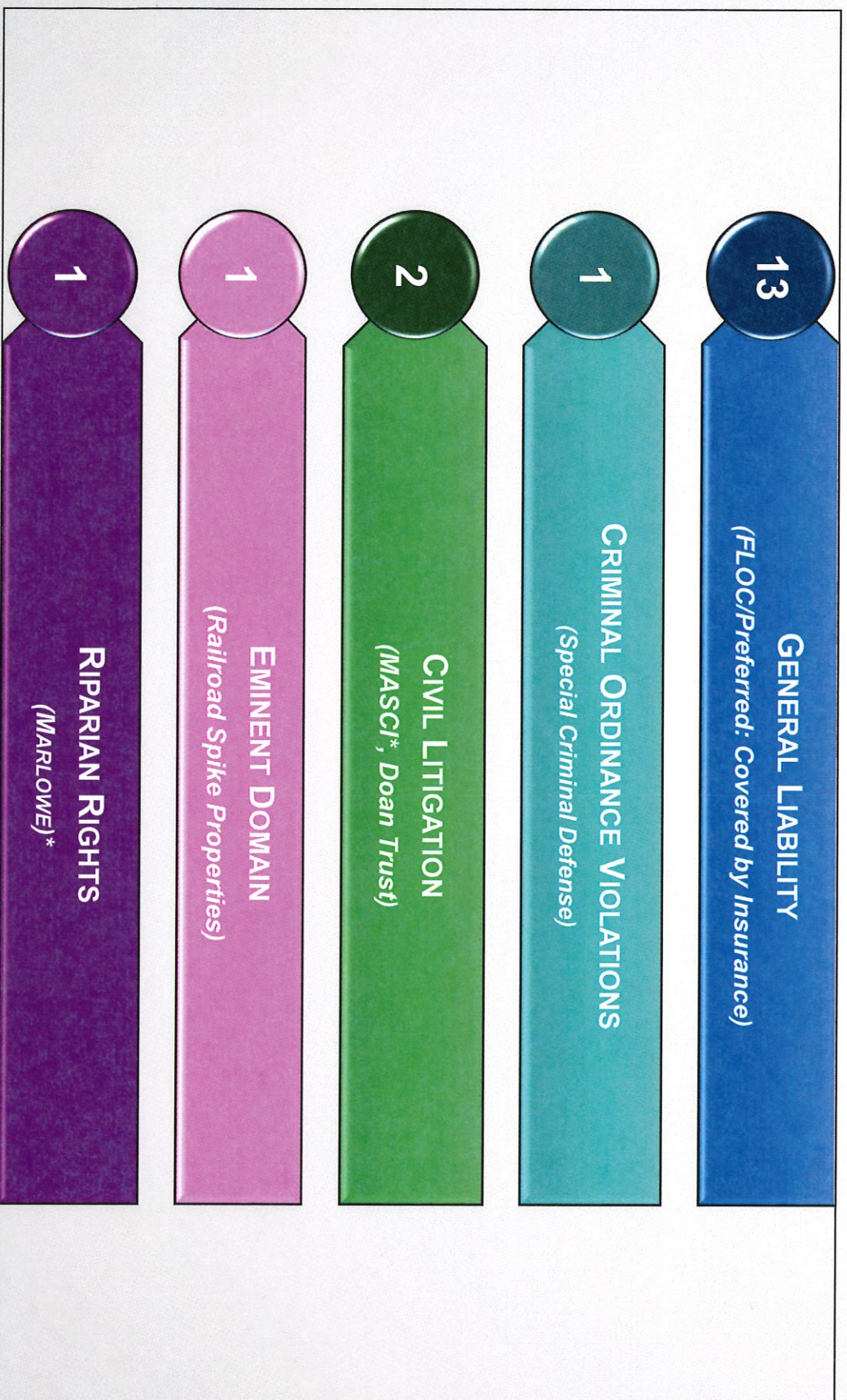
3
FORECLOSURE & BANKRUPTCY
(JC Penney, Belk, Inc., NPC International - Bankruptcy)
(Keegan – Foreclosure)

*Working jointly between City Attorney and Michael Cavendish.

CASES AIDED BY OUTSIDE COUNSEL: FY 2020-2021

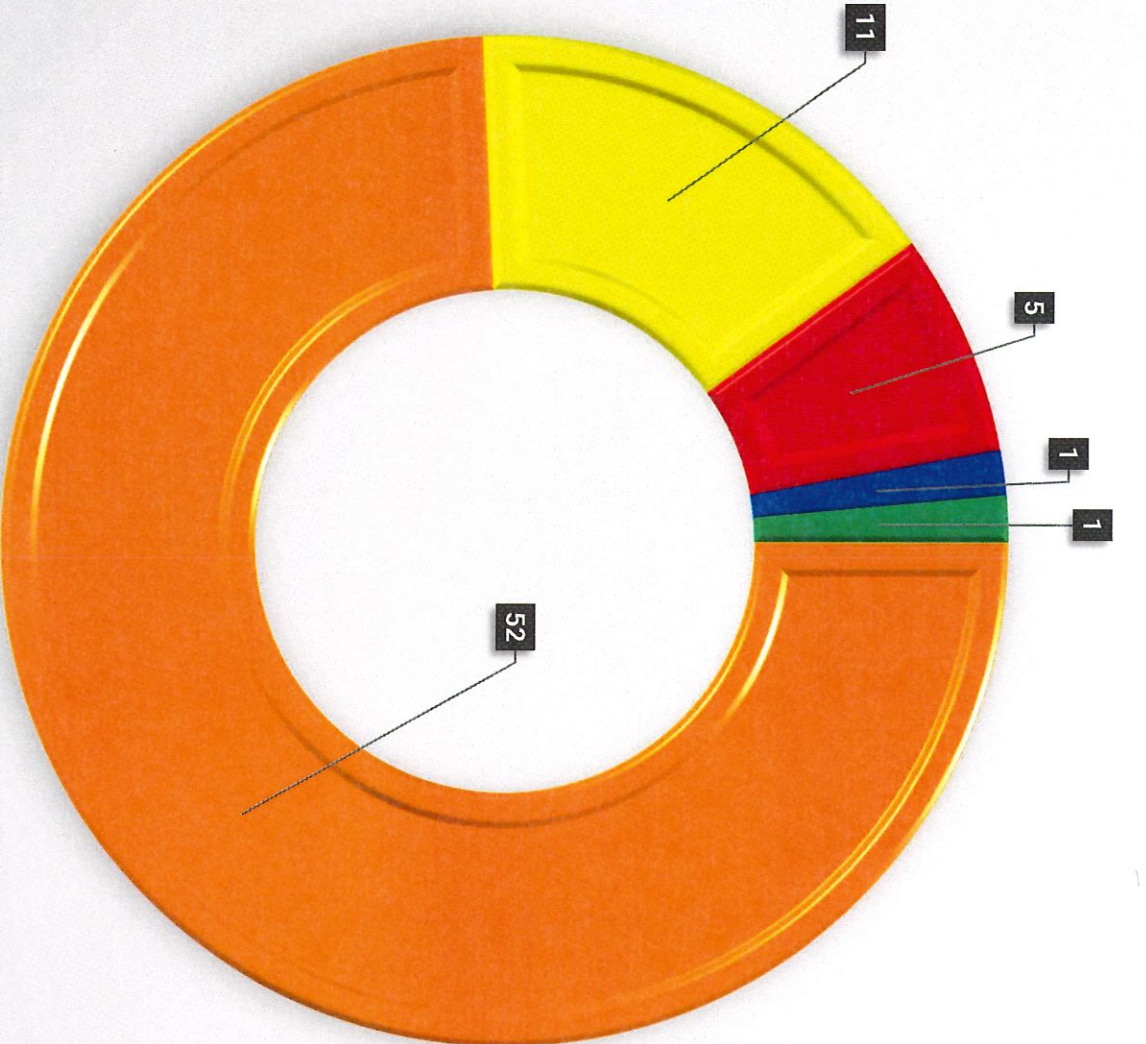
[By Number of Cases]

[Total: 18 Cases]



*Working jointly between City Attorney and Michael Cavendish.

CITY ORDINANCE VIOLATIONS: FY 2020-2021

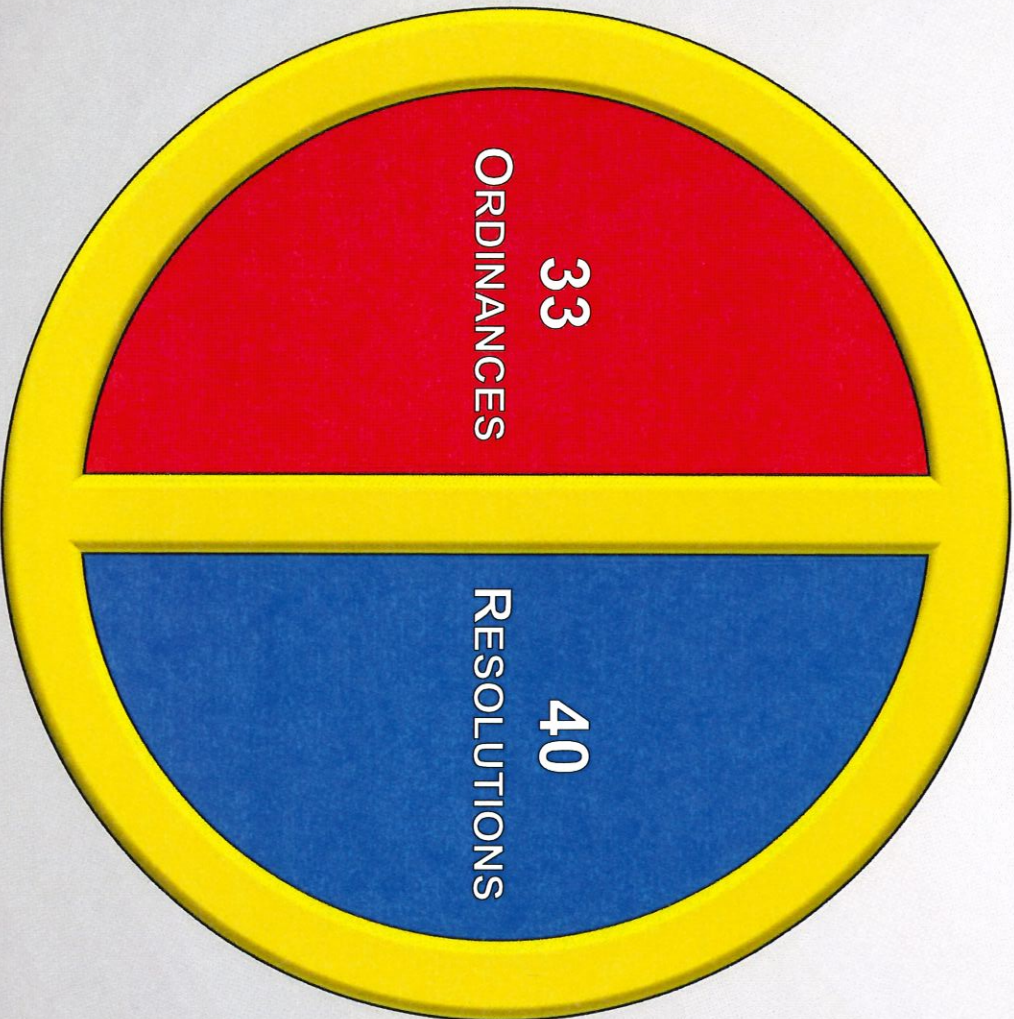


[BY NUMBER OF CASES]
[TOTAL: 70 CASES]

- Adjudicated Guilty - 52
- Nolle Prossed - 11
- Adjudication Withheld - 5
- Acquitted - 1
- Paid Fine - 1

ORDINANCES & RESOLUTIONS – FY 2020-2021

[TOTAL: 73 ITEMS]



STAFF & NEW BOARD MEMBER TRAINING: FY 2020-2021

[By NUMBER OF HOURS]

[TOTAL: 38.5 HOURS]



LEGISLATIVE BILL TRACKING: 2021 SESSION

[Total: 81 Bills]

Civil Liability for Damages Relating to COVID-19	HB 7 & SB 72
Online Marketplace Sale Tax	HB 15 & SB 50
Drones	HB 1049 & SB 44 / HB 433 & SB 518
Beverage Law	HB 329 & SB 148
Impact Fees	HB 337 & SB 750
Preemption of Local Occupational Licensing	HB 735 & SB 268
Public Records	HB 913 & SB 400
Legal Notices	HB 35 & SB 402
Regulation of Smoking in Public Places	HB 239 & SB 334
State Preemption of Energy Infrastructure Regulations	HB 839 & SB 856
Operation & Safety of Motor Vehicles and Vessels	HB 639 & SB 1086
Retirement	SB 84
Bert Harris Amendments	HB 421, HB 1101 & SB 1876
Emergency Management Powers	SB 2006
Limitations on Emergency Powers of Political Subdivisions	SB 1924

PACE Program Sewer to Septic	HB 387 & SB 1208
Tourist & Convention Development Taxes	HB 1429 & SB 2008
Matters of Great Governmental Concern	HB 1053 & SB 102
Growth Management (Small Scale Amendments)	HB 487 & SB 1274
Law Enforcement Practices	HB 7051
Building Inspections	HB 667 & SB 1382
Preemption of Tree Pruning, Trimming, & Removal	HB 6023 & SB 596
Preemption of Recyclable and Polystyrene Materials	HB 6027 & SB 594
Resiliency	HB 315 & SB 514
Utility and Communications Service Poles	HB 1567 & SB 1944
Property Assessments for Elevated Properties	HB 1379 & SB 1186
Limitations on the Assessment of Real Property	HJR 1377 & SJR 1182
Statewide Flooding & Sea-level Rise Resilience	HB 7019 & SB 1954
Resilient Florida Trust Fund/DEP	HB 7021 & SB 2514
Vacation Rentals	HB 219 & SB 522

Regional Planning Councils	SB 62
Home-Based Businesses	HB 403 & SB 266
County & Municipal Code Enforcement	HB 883 & SB 60
Growth Management/Property Rights Element	HB 59 & SB 496
Vaccinations During Public Health Emergencies	HB 6003
Combating Public Disorder	HB 1 & SB 484
Prohibition of Public Funds for Lobbying by Local Governments	HB 215
Reclaimed Water	HB 263 & SB 64
Building Design	HB 55 & SB 284
Florida Building Code	HB 401 & SB 1146
Craft Distilleries	HB 737 & SB 46
West Augustine Septic-to-Sewer	HB 3411
Lincolnville Museum Preservation & Operations	HB 3409
West Augustine Care Center	HB 3901

PROPOSED BUDGET – FY 2021-2022

CODE	CATEGORY	FY 20-21 BUDGET (Actual)	FY 21-22 BUDGET (Proposed)
110	Executive Salaries	\$ 246,789	\$ 253,601
120	Regular Salaries & Wages	\$ 42,466	\$ 44,190
140	Overtime	\$ 0	\$ 0
160	Holiday Supplement	\$ 195	\$ 195
161	Accrued Leave Payout	\$ 0	\$ 0
210	FICA Taxes	\$ 20,834	\$ 26,175
220	Retirement Contributions	\$ 69,624	\$ 73,375
230	Life & Health Insurance	\$ 24,098	\$ 23,122
240	Workers Compensation	\$ 516	\$ 532
250	Unemployment Compensation	\$ 579	\$ 595
	SUBTOTAL	\$ 405,101	\$ 421,785
	INCREASE		+ \$ 16,684
310	Professional Services	\$ 60,000	\$ 67,000
330	Court Reporter Services	\$ 1,200	\$ 1,200
340	Other Contract Services	\$ 3,720	\$ 2,500
400	Travel Expenses	\$ 1,770	\$ 1,740
401	Car Allowances	\$ 7,800	\$ 7,800
410	Telecommunications Services	\$ 2,166	\$ 2,166
420	Postage	\$ 500	\$ 500
464	Office Equip. Repair & Maintenance	\$ 930	\$ 930
471	Reproduction	\$ 2,400	\$ 2,400
490	Miscellaneous Charges	\$ 500	\$ 500
510	Office Supplies	\$ 500	\$ 500
515	Non-Capital Fixed Assets	\$ 0	\$ 0
520	General Operating Supplies	\$ 280	\$ 255
521	Uniforms	\$ 150	\$ 150
540	Subscriptions	\$ 2,740	\$ 2,772
541	Professional Dues & Memberships	\$ 1,685	\$ 1,025
542	Education & Training	\$ 2,150	\$ 2,000
543	Books	\$ 650	\$ 650
640	Machinery & Equipment	\$ 0	\$ 0
	SUBTOTAL	\$ 89,141	\$ 94,088
	INCREASE		+ \$ 4,947
	TOTAL	\$ 494,242	\$ 515,873
	DIFFERENCE		+ \$ 21,631

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: October 4, 2021

RE: **MARLOWE V. CITY OF ST. AUGUSTINE – INVOICE FOR PROFESSIONAL SERVICES**

Enclosed please find Invoice No. 09-2021-15-1743 dated September 30, 2021 from Cavendish Partners, P.A. for legal services rendered in September 2021 regarding the Marlowe v. City of St. Augustine matter.

The amount currently due is **\$928.00**. We have reviewed the billing and submit same to you for placement on the consent agenda for the October 25, 2021 City Commission meeting.

*WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEY'S
FEES AND COSTS ON THIS MATTER EQUALS \$86,706.85.*

Thank you.



Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Meredith Breidenstein, Assistant City Manager
Richard K. Thibault, Assistant City Attorney
Darlene Galambos, City Clerk
Mark Simpson, Financial Services

**CAVENDISH
PARTNERS**
P.A.

200 West Forsyth Street, Suite 1300
Jacksonville, FL 32202

INVOICE

Date: 09/30/2021
Invoice #: 09-2021-15-1743
Matter: Marlowe
File #: 1743

INVOICE TOTAL AND BALANCE DUE \$928.00

Bill To:

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

Due Date: 10/31/2021

Please Remit Payment To:

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

**PAYMENTS RECEIVED AFTER 09/30/2021 ARE
NOT REFLECTED IN THIS BALANCE DUE INVOICE**

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: October 4, 2021

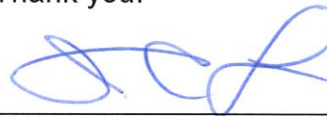
RE: **MASCI v. CITY OF ST. AUGUSTINE – INVOICE FOR PROFESSIONAL SERVICES**

Enclosed please find Invoice No. 09-2021-01-2026 dated September 30, 2021 from Cavendish Partners, P.A. for legal services rendered in September 2021 regarding the MASCI General Contractor, Inc. v. City of St. Augustine matter.

The amount currently due is **\$413.00**. We have reviewed the billing and submit same to you for placement on the consent agenda for the October 25, 2021 City Commission meeting.

*{ WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEY'S
FEES AND COSTS ON THIS MATTER EQUALS \$25,699.11. }*

Thank you.



Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Meredith Breidenstein, Assistant City Manager
Richard K. Thibault, Assistant City Attorney
Darlene Galambos, City Clerk
Mark Simpson, Financial Services

**CAVENDISH
PARTNERS**
P.A.

200 West Forsyth Street, Suite 1300
Jacksonville, FL 32202

INVOICE

Date: 09/30/2021

Invoice #: 09-2021-01-2027

Matter: Masci Appellate Litigation

File #: 2027

INVOICE TOTAL AND BALANCE DUE \$413.00

Bill To:

Isabelle Lopez, City Attorney
75 King Street
P.O. Box 210

St Augustine, FL 32085

Due Date: 10/31/2021

Please Remit Payment To:

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

**PAYMENTS RECEIVED AFTER 09/30/2021 ARE
NOT REFLECTED IN THIS BALANCE DUE INVOICE**