



**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, NOVEMBER 8, 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

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

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

8.A. Ordinances - Second Reading

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

8.A.2. Ordinance 2021-28: Adopting the Property Rights Element into the City's Comprehensive Plan. *(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)

8.C.1. Resolution 2021-40: Public Hearing Required: Approves the increase of the Stormwater Utility Fee Rate. *(M. Simpson, Director Finance)*

8.C.2. Resolution 2021-42: Public Hearing Required: Approves the increase of the water and sewer rates by the CPI. *(M. Simpson, Director Finance)*

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

13. ITEMS BY CITY MANAGER

13.A. Discussion regarding the donation of property at 110 Carver Street and the lease agreement for same. *(J. Regan, 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 - NOVEMBER 8, 2021

- CA.1.** Preview of upcoming Commission meetings.
- CA.2.** **THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON DECEMBER 13, 2021: NONE**
- CA.3.** **Reminder of Upcoming Meetings:**
- December 13, 2021, 5:00pm, Regular City Commission Meeting
 - January 10, 2022, 5:00pm, Regular City Commission Meeting
 - January 24, 2022, 3:00pm, Special City Commission Meeting (work force housing)
 - January 24, 2022, 5:00pm, Regular City Commission Meeting
- CA.4.** **APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:**
- September 27, 2021, Regular Commission Meeting
 - October 11, 2021, Regular Commission Meeting
- CA.5.** **RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):**
- Shakia Collier - 900 W. 4th Street
- CA.6.** **PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING). NONE.**
- CA.7.** **NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.**
- CA.8.** Approval of final subdivision plat for Phase 6 - Pelican Reef. (*D. Birchim, Director Planning and Building*)
- CA.9.** Approval of grant awarded by the Florida Department of Law Enforcement, Office of Criminal Justice in the amount of \$4,380. (*J. Michaux, Chief, St. Augustine Police Department*)
- CA.10.** Approval of grant agreement with FDEM regarding South Whitney and West King Streets flood mitigation project. (*R. Franklin, Director Public Works*)
- CA.11.** Approval of request for carry-forward funds from the 2021 fiscal year. (*M. Simpson, Director Finance*)

End Consent Agenda

Item 8.A.1
Ord. 2021-25

Rezoning 36 Granada St. and 8 De Soto Pl.
to Planned Unit Development and a License
Agreement to Use City Right of Way

CITY COMMISSION – REZONING PROCEDURES, November 8, 2021, 5 P.M.
GRANADA STREET PUD REZONING APPLICATION

1. EX PARTE DISCLOSURE

2. CITY ATTORNEY PROCEDURAL REMINDER:

The standard of review for a quasi-judicial decision requires all of the following:

- a) procedural due process was afforded to the applicant,
- b) the City Commission applied the correct law, and
- c) the decision was supported by competent, substantial evidence in the record.

The applicant has the initial burden of proof to demonstrate that the application is consistent with the Comprehensive Plan and meets the criteria in the city code.

If they meet their burden, then the burden shifts to the city to demonstrate by competent, substantial evidence that the application does not meet those standards and/or that the existing zoning furthers a legitimate public purpose and the denial is not arbitrary or capricious.

3. STAFF PRESENTATION

- overview presented by David Birchim, Planning and Building Director

4. APPELLANT PROPERTY OWNER REPRESENTATIVE PRESENTATION*

(if public comment is heard after Appellant, Appellant will be given an opportunity for rebuttal)

5. PUBLIC COMMENT* (can be before or after Appellant)

3 minutes per speaker per Resolution 2016-47

6. CITY COMMISSION QUESTIONS

7. COMMISSIONER DELIBERATIONS AND VOTE

- Motion to approve Ordinance 2021-25 to rezone the property described in the application from CL-1 and RG-1 to the Granada Street PUD,

or

- Motion to deny Ordinance 2021-25 to rezone the property described in the application from CL-1 and RG-1 to the Granada Street PUD, because:

For example:

- the application is inconsistent with Comprehensive Plan policy _____

- the application does not meet the code criteria for PUD _____
- the existing zoning furthers the legitimate public purpose of _____

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: November 8, 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, tattoo shops and bars will not be permitted.
- Individual restaurant owners shall be responsible for organizing a rideshare program for their employees, the details to incentivize this are included in this updated PUD narrative.
- Large group rentals of the restaurant such as for 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.

On September 13, the City Commission passed Ordinance 2021-25 at first reading.

On October 25, 2021 the City Commission held a second reading and had several comments. An updated, redlined PUD narrative, dated "November 8, 2021" is included and addresses these comments, specifically the following:

- Eliminating a curb cut on De Soto Place.
- Incentives for employees to use ridesharing programs.
- Bicycle rack to be provided on the property (this is also identified on the site plan)
- A statement of the net change from the CL-1 zoning to this PUD in uses and intensity.
- A statement requiring Florida native landscaping and minimizing irrigation and fertilizers for landscaping.
- Clarity on the size and location of the historic mural on the building. The mural will be 11 feet wide and 6 feet and 6 inches in height on the north side of the building.
- Confirmation that the parking lot on Parcel 2 will comply with city stormwater retention requirements, including the use of pervious pavers for new parking areas.
- 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 (a redline format will accompany this memo to show the latest changes, a clean copy of the narrative will accompany the ordinance) and the 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 the City Commission passes Ordinance 2021-25, then the City Commission has been asked to consider a city license agreement for the use of public right of way. This license will allow awnings (over windows) to overhang the sidewalk on De Soto Place and it will allow palm trees in the sidewalk on Granada Street as part of this project. I have included the proposed license agreement with this agenda item for the City Commission's consideration.

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

NOVEMBER~~OCTOBER~~ , 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. Rideshare programs shall be incentive based including but not limited to enhanced percentage of tips to employees who carpool, restaurant management transportation of employees who open restaurant in the morning and additional tips for employees who use credits use for Uber/Lift/etc. to get to work. A bike rack will also be provided for securing employee and patrons' bicycles. 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.

The net change into rezoning with the from CL1 to PUD is to allow a larger amount of restaurant seating than CL1 and allowing full alcohol service associated with a restaurant with food service while limiting large group rentals, tattoo shops, amplified music and prohibiting bars.

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 Florida native landscaping and materials, minimizing irrigation and fertilizer 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); Aa standalone bar, tattoo shop and amplified music are 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 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 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, location and scope of this historic sign may be limited by other architectural features shown on the attached elevations. Historic sign approximate dimensions are 11' wide and 6'6" high.

- 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. Parcel 2 will comply with City Code regarding stormwater requirements.

- 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. and Desoto St. See **Exhibit "B"** for a proposed plan for the improvement.

- b. Providing a redevelopment infill project of a deteriorating facility.

- c. ~~Planting of~~ ~~Requiring~~ Florida native landscaping and materials that minimize irrigation and fertilizer.

- d. Implementation of incentive based ride share program for employees to minimize auto traffic through adjoining neighborhoods.

- e. ~~Using~~ of pervious pavers for new parking areas.

- ~~b.f. Eliminating one and existing curb cut and promoting an employee ride share program to enhance mobility for better neighborhood walkability and installation of bicycle racks to encourage non car transportation.~~

- e.g. Utilizing existing infrastructure, at no cost to the City.

- d.h. 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 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

Kabo Investments, LLC, a Florida limited liability company

[Signature]
Robert F. Wagner, Manager

Sign: [Signature]
Witness #2
Print: D. R. Kern

[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 ☒ have produced DRIVERS LICENSE as identification.

Affix Notary Stamp or Seal Below:



[Signature]
NOTARY PUBLIC – signature above

Printed Name: _____

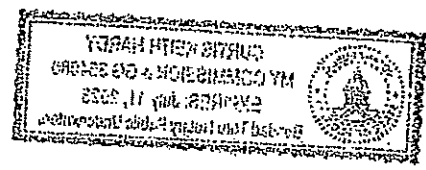


EXHIBIT "A"

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)

Witnesseth, 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

Witness Signature

Print Name: JAMES E 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

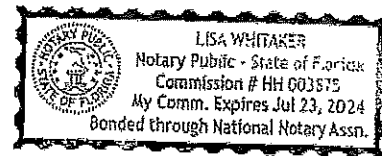


EXHIBIT "A"

Legal Description

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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:

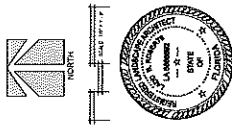
BEING ALL OF LOT 7 AND A PORTION OF LOT 8 BLOCK 46-J, CITY OF ST. AUGUSTINE, FLORIDA RECORDED IN THE OFFICIAL RECORDS IN THE CLERK OF THE CIRCUIT COURT OFFICE OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE NORTH LINE OF DESOTO PLACE, 142.00 FEET 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



LIGHTING & SLEEPING PLAN

DATE: 9.7.21

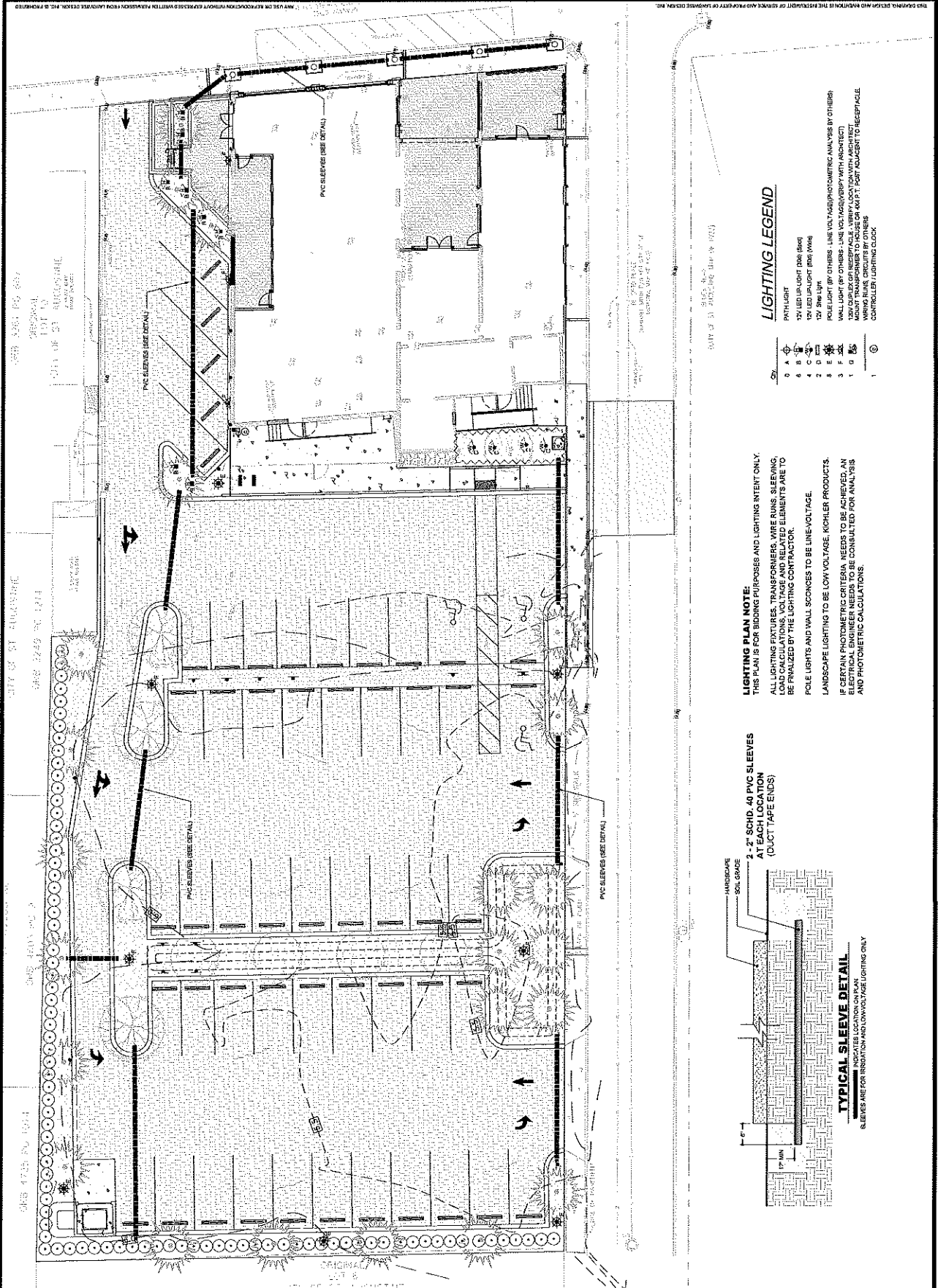
REVISION	NO.	DATE	DESCRIPTION
1	09/27/21	Revised L&S plan - 58 PR. 1000	

APPROVAL DOCUMENTS

SHEET NUMBER
L-3

JOB # 21007 DRAWN BY: LBR
CHECKED BY: JBR
DATE: 9/27/21
THIS DOCUMENT IS THE PROPERTY OF LANDWISE DESIGN, INC. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF LANDWISE DESIGN, INC.

**LANDWISE
DESIGN**

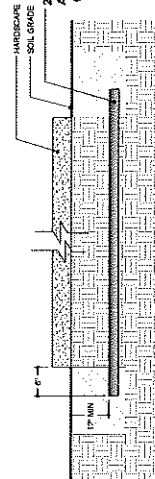


LIGHTING LEGEND

- | | | |
|-----|---|--|
| 0 | ⊙ | PATH LIGHT |
| 1 | ⊙ | 12V LED UP/LIGHT (200 BARS) |
| 2 | ⊙ | 12V LED UP/LIGHT (200 BARS) |
| 3 | ⊙ | POLE LIGHT |
| 4 | ⊙ | WALL LIGHT (BY OTHERS - LINE VOLTAGE/PHOTOMETRIC ANALYSIS BY OTHERS) |
| 5 | ⊙ | WALL LIGHT (BY OTHERS - LINE VOLTAGE/PHOTOMETRIC ANALYSIS BY OTHERS) |
| 6 | ⊙ | WALL LIGHT (BY OTHERS - LINE VOLTAGE/PHOTOMETRIC ANALYSIS BY OTHERS) |
| 7 | ⊙ | WALL LIGHT (BY OTHERS - LINE VOLTAGE/PHOTOMETRIC ANALYSIS BY OTHERS) |
| 8 | ⊙ | WALL LIGHT (BY OTHERS - LINE VOLTAGE/PHOTOMETRIC ANALYSIS BY OTHERS) |
| 9 | ⊙ | WALL LIGHT (BY OTHERS - LINE VOLTAGE/PHOTOMETRIC ANALYSIS BY OTHERS) |
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| 25 | ⊙ | WALL LIGHT (BY OTHERS - LINE VOLTAGE/PHOTOMETRIC ANALYSIS BY OTHERS) |
| 26 | ⊙ | WALL LIGHT (BY OTHERS - LINE VOLTAGE/PHOTOMETRIC ANALYSIS BY OTHERS) |
| 27 | ⊙ | WALL LIGHT (BY OTHERS - LINE VOLTAGE/PHOTOMETRIC ANALYSIS BY OTHERS) |
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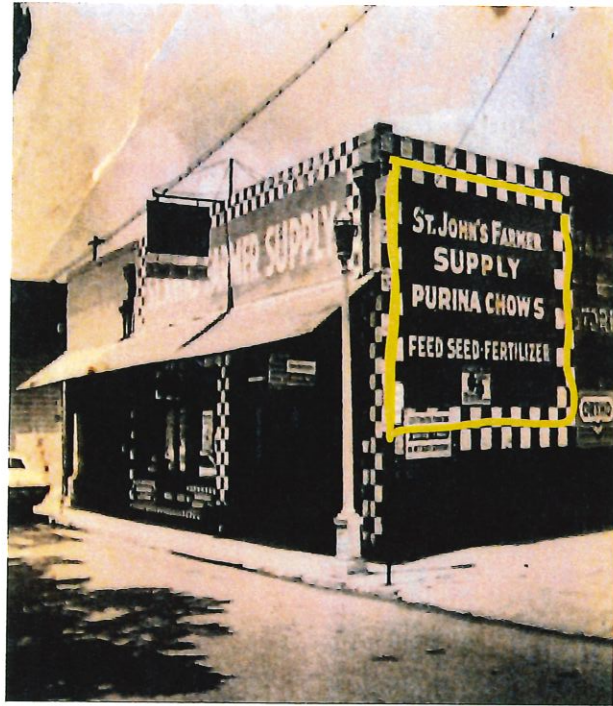
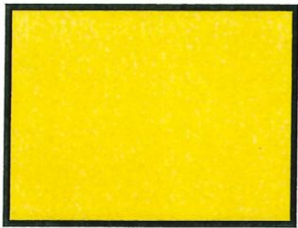
LIGHTING PLAN NOTE:
THIS PLAN IS FOR BEDDING PURPOSES AND LIGHTING INTENT ONLY.
ALL LIGHTING FIXTURES, TRANSFORMERS, WIRE RUNS, SLEEPING, LOAD CALCULATIONS, VOLTAGE AND RELATED ELEMENTS ARE TO BE FINALIZED BY THE LIGHTING CONTRACTOR.
POLE LIGHTS AND WALL SCONCES TO BE LINE-VOLTAGE.
LANDSCAPE LIGHTING TO BE LOW VOLTAGE, KIPFLER PRODUCTS.
IF CERTAIN PHOTOMETRIC CRITERIA NEEDS TO BE ACHIEVED, AN ELECTRICAL ENGINEER NEEDS TO BE CONSULTED FOR ANALYSIS AND PHOTOMETRIC CALCULATIONS.

**2 - 2" SCHD. 40 PVC SLEEVES
AT EACH LOCATION
(DUCT TAPE ENDS)**



TYPICAL SLEEVE DETAIL

INDICATES LOCATION ON PLAN
SLEEVES ARE FOR IRRIGATION AND LOW VOLTAGE LIGHTING ONLY



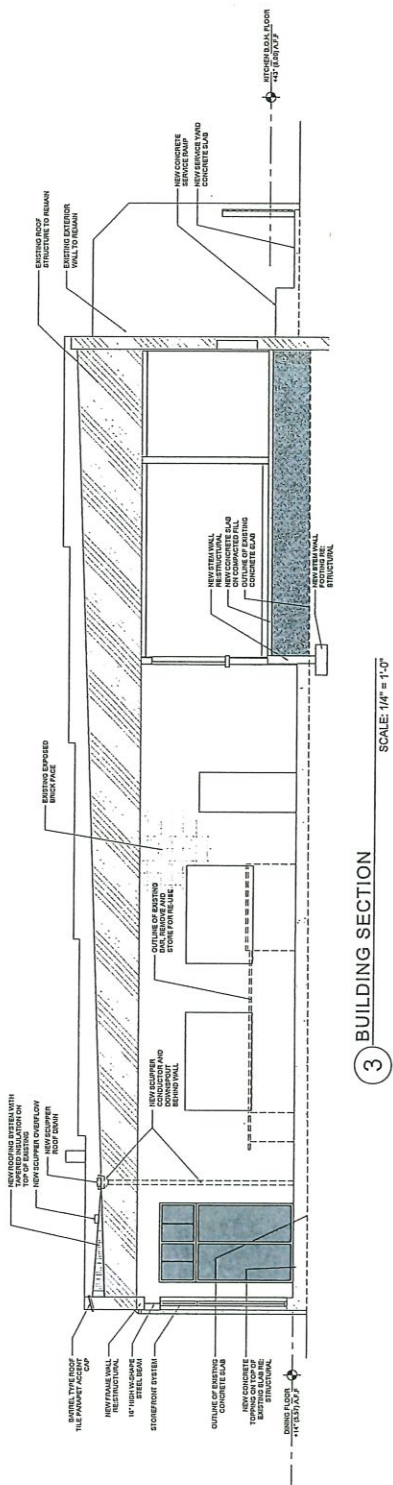
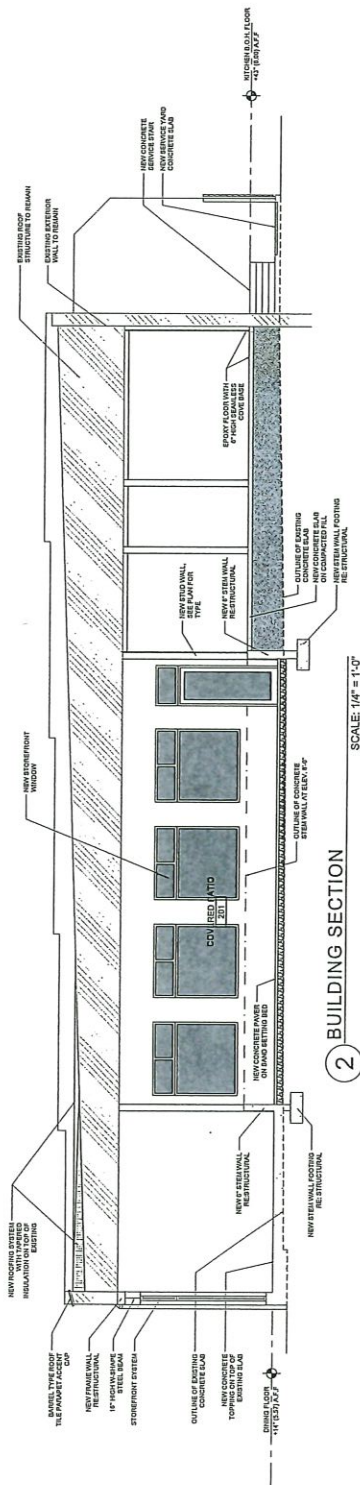
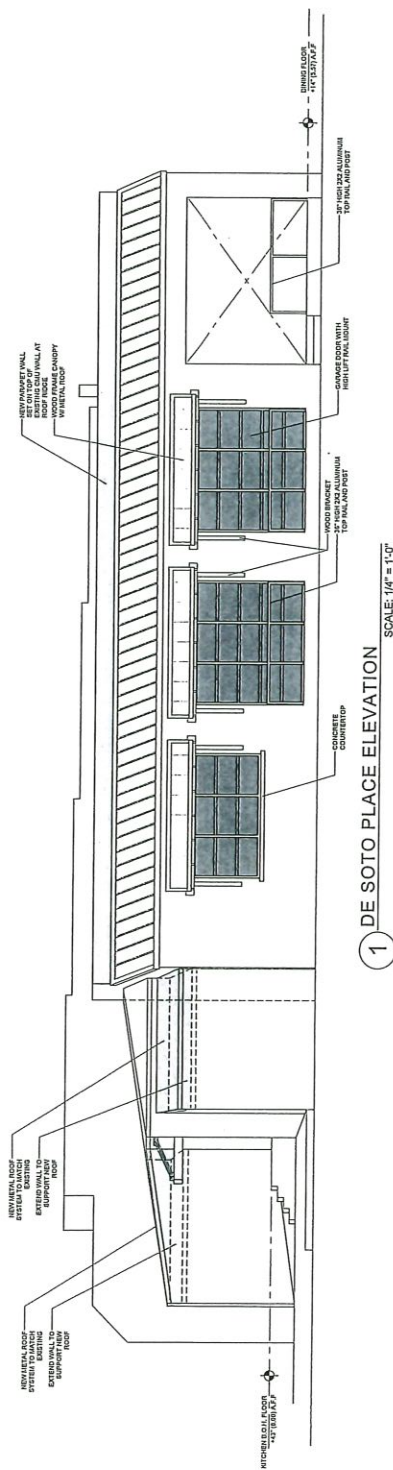


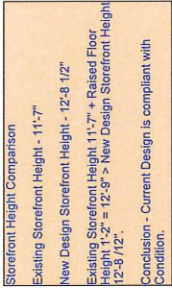
[illegible]

9. NAME, TITLE, NO.	
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11.	
12. DATE, DR.	
13.	
14. DESCRIPTION	
TEST PHASE	
DESIGN DEVELOPMENT PHASE II	
TEST NUMBER	

SOUTHERN GROUNDS
ALDER & OAK
ST. AUGUSTINE
NEW CONSTRUCTION
ST. AUGUSTINE
FLORIDA
BUILDING
ELEVATIONS
SECTIONS
A2.2

DD I Review Set - 05.20.2021

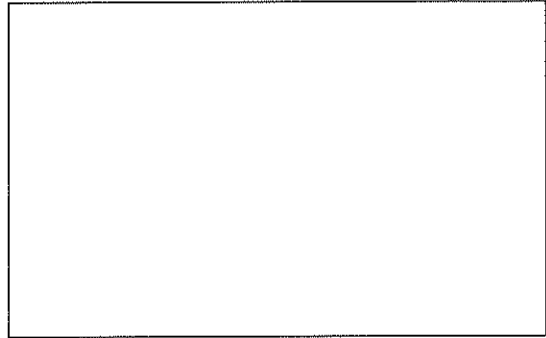




Revocable License Agreement

36 Granada Street

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



REVOCABLE LICENSE AGREEMENT

COMES NOW the **CITY OF ST. AUGUSTINE, FLORIDA**, a Florida municipal corporation ("Grantor"), whose address is P.O. Box 210, St. Augustine, Florida 32085-0210, and grants to **36 GRANADA, LLC**, a Florida limited liability company ("Grantee"), whose address is 36 Granada Street, St. Augustine, Florida 32084, a non-exclusive, revocable License for the permissive use of a portion of Grantor's property, as described in **Exhibit "A"** attached hereto and incorporated herein by reference, for the installation and maintenance of overhang awnings and planted palm trees. In the event the Grantee seeks to modify the type of vegetation or awning during the term of this License, Grantor, by and through its City Manager, reserves the right to approve or disapprove such modification to the License.

This License is subject to the following terms and conditions:

1. The Grantor may revoke this License with thirty (30) days written notice to Grantee, unless immediate access is needed for necessary public health, safety, and welfare reasons, in which case Grantor can immediately remove any obstructions.
2. All notices required by this License shall be effected by delivery of said notice in writing to the recipient party by U.S. Mail, certified, return receipt requested. All notices shall be sent to the address of the recipient Grantor or Grantee and as described herein.
3. Grantee shall not permit the occupation or use of said Property, for any purpose other than those purposes expressly permitted by this License, or other written agreement by the parties.
4. During the term of this License, Grantor shall bear no responsibility for the costs of the construction, installation, and maintenance of the overhang awnings or planted palm trees.
5. Grantee shall not directly or indirectly assign, sublease, hypothecate, sell, mortgage, encumber or otherwise transfer this License or any interest therein without the written permission of Grantor.
6. Grantee shall indemnify Grantor and hold Grantor harmless for any and all claims for damages, costs and expense to any person or property, whether real or personal, due to any act or omission of Grantee, or any representative, agent, customer or employee of Grantee, arising out of the use of the Grantor's Property subject to this License. This provision shall be full and total indemnity against any kind or character of claim whatsoever which may be asserted against the City of St. Augustine by reason of, or as a consequence of, having granted permission to Grantee to install and maintain the overhang awnings and

planted palm trees on the Grantor's Property. Grantee, by acceptance of this License, hereby agrees to defend on behalf of the City any and all suits, claims or causes of action brought against the City of St. Augustine and to pay any judgment or judgments which may be rendered against the City of St. Augustine in connection therewith. The parties intend for this indemnification to survive termination of the License.

7. Upon the notice of termination or cancellation of this License by Grantor or Grantee, this License shall become null and void, at which time Grantee shall remove the overhang awnings and planted palm trees located on the Grantor's Property within thirty (30) days of receipt of such notice of termination or cancellation. If the overhang awnings and planted palm trees are not removed within thirty (30) days of initial notice, Grantor may remove the overhang awnings and planted palm trees, and Grantee shall pay Grantor's costs of such removal within thirty (30) days of receipt of notice of such costs. If Grantee fails to pay such costs within thirty (30) days of notice, Grantee shall be liable for all costs of collection, including court costs and attorney's fees incurred by Grantor to collect such costs.

8. Grantor, at Grantee's expense, shall record this License in the Public Records of St. Johns County, Florida.

9. For any litigation arising out of the interpretation or enforcement of the terms and conditions of this License, venue shall lie exclusively in a court of competent jurisdiction located in St. Johns County, Florida.

10. Each party to this License shall be entitled to seek enforcement of this License against the other party and shall have all remedies available at law or in equity, including the remedy of specific performance and all forms of injunctive relief. Grantor, however, specifically and expressly, reserves all rights to sovereign immunity granted to municipalities by law, including, but not limited to, Section 768.28, Florida Statutes.

11. Grantee, by acceptance of this License, acknowledges that the Grantee, and the Grantee's heirs, assigns and successors shall be unequivocally bound by the terms and covenants contained in this License.

*** * * SIGNATURES APPEAR ON THE FOLLOWING PAGE * * ***

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this _____ day of _____, 2021.

GRANTOR:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

By: _____
Tracy Upchurch, Mayor-Commissioner

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☐ physical presence or ☐ online notarization, **TRACY UPCHURCH, MAYOR OF ST. AUGUSTINE, FLORIDA**, who is personally known to me, who is the person described in and 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

* * * **SIGNATURES CONTINUE ON THE FOLLOWING PAGE** * * *

GRANTEE:

36 GRANADA, LLC, a Florida limited liability company

WITNESS:

Print: _____

By: _____
Jesse Killebrew, Managing Member,

WITNESS:

Print: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☐ physical presence or ☐ online notarization, **JESSE KILLEBREW, MANAGING MEMBER OF 36 GRANADA, LLC**, who is personally known to me or who has produced _____, as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that they 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

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT "A"

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

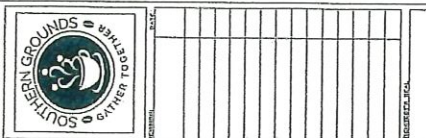
BEGINNING AT THE NORTH CORNER OF GRANADA STREET AND PLAZA DE SOTO PLACE, IN THE CITY OF ST. AUGUSTINE, RUNNING THENCE NORTHERLY ON THE WEST LINE OF GRANADA STREET, 123 FEET, MORE OR LESS, TO LAND OF FULLER; THENCE WESTERLY ON FULLERS SOUTH LINE 127 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF 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.



• AWNING IS 10' ABOVE SIDEWALK

DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION. SEE GENERAL NOTES

CRONK DUCH ARCHITECTURE



NAME, FIRM, ETC., INC.	ST. AUGUSTINE FLORIDA
ADDRESS	BUILDING ELEVATIONS
CITY, STATE, ZIP	SECTIONS
DATE, DESCRIPTION	A22
DESIGNER APPROV.	
REVISIONS (DATE, BY, WHAT)	
DATE, BY, WHAT	

DD I Review Set - 05.20.2021

1 DE SOTO PLACE ELEVATION

SCALE: 1/4" = 1'-0"

2 BUILDING SECTION

SCALE: 1/4" = 1'-0"

3 BUILDING SECTION

SCALE: 1/4" = 1'-0"

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: November 8, 2021

RE: **Ordinance 2021-28 Property Rights Element, Comprehensive Plan 2040 –
Second Reading (Adoption)**

Ordinance No. 2021-28 adopts language in our Comprehensive Plan that is now required by the State of Florida thru the recently passed House Bill 59 which amends the Community Planning Act.

House Bill 59 requires every local government in Florida to adopt a Property Rights Element into their Comprehensive Plan and this must be done before any changes to a Comprehensive Plan can be adopted by a local government. House Bill 59 also includes the specific language that is to be included into the Property Rights Element.

The PZB considered this matter at their regular meeting on Tuesday, September 7, 2021, and made a recommendation to the City Commission to adopt the required language and submit the text amendment to the State of Florida Department of Economic Opportunity (FDEO). This is a text amendment to the City's 2040 Comprehensive Plan and will be submitted for expedited review by the FDEO.

The City Commission passed Ordinance 2021-28 at first reading on September 27, 2021 and the Property Rights Element was transmitted to all of the required government agencies for review and comment. There were no government agencies that responded with any comments.

On October 26, 2021, the City received a letter from the FDEO in which they acknowledged they received the City's Property Rights Element and had no comments. This letter begins the 180 day period in which the City is required to adopt the Property Rights Element.

Please place Ordinance 2021-28 on the November 8, 2021 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 Department

ORDINANCE NO. 2021-28

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE CITY OF ST. AUGUSTINE 2040 COMPREHENSIVE PLAN TO INCORPORATE CHANGES REQUIRED BY HOUSE BILL 59; HOUSE BILL 59 REQUIRES THAT LOCAL GOVERNMENTS ADOPT A PROPERTY RIGHTS ELEMENT INTO THE COMPREHENSIVE PLAN; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR REPEAL OF CONFLICTING 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, s. 163.3161 through s. 163.3215, Florida Statutes, provide for adoption and enforcement of local government comprehensive plans pursuant to the "Community Planning Act;" and

WHEREAS, Chapter 163.3171, Florida Statutes, empowers the City Commission for the City of St. Augustine to prepare and enforce a comprehensive plan for the development of the City; and

WHEREAS, on July 27, 2020, the City Commission for the City of St. Augustine passed and adopted Ordinance No. 2019-49 amending, revising and replacing, in its entirety, the City of St. Augustine Comprehensive Plan pursuant to the Evaluation and Appraisal Report; and

WHEREAS, the City of St. Augustine 2040 Comprehensive Plan has been in full force and effect since September 2020; and

WHEREAS, the City Commission for the City of St. Augustine can amend the City of St. Augustine Comprehensive Plan from time to time; and

WHEREAS, the City Commission for the City of St. Augustine recognizes that Section 163.3177(6)(i), Florida Statutes (2021) requires the new Property Rights Element of the Comprehensive Plan with minimum specified language based on the adoption of House Bill 59; and

WHEREAS, on September 7, 2021, the Planning and Zoning Board for the City of St. Augustine, sitting as the local planning agency, made recommendation to the City Commission for the City of St. Augustine to adopt the new Property Rights Element into the 2040 Comprehensive Plan; and

WHEREAS, the City Commission respects judicially acknowledged and constitutionally protected private property rights; and

WHEREAS, the City Commission respects the rights of all people to participate in land use planning processes; and

WHEREAS, the City Commission for the City of St. Augustine finds that the adoption of the Property Rights Element into the City of St. Augustine 2040 Comprehensive Plan is in the best interest of public health, safety and welfare of the residents and property owners of the City of St. Augustine;

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

Section 1. Amendments to the Comprehensive Plan. The City of St. Augustine 2040 Comprehensive Plan, is amended to include a Property Rights Element, dated September 2021, attached hereto and incorporated herein by reference as Exhibit "A," is hereby adopted.

Section 2. Inclusion in the Comprehensive Plan. The City Commission intends that the provisions of this ordinance shall become and shall be made part of the Comprehensive Plan of the City of St. Augustine, that the sections of this ordinance may be renumbered or relettered 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 be effective thirty-one (31) days after the state planning agency notifies the City that the plan amendment package is complete, or, if this ordinance is legally challenged within thirty (30) days after adoption, upon issuance of a final order by the Department of Economic Opportunity or the Administrative Commission, whichever is later.

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 Comprehensive Plan 2040 Property Rights Element Goals, Objectives and Policies

Note: Unless indicated proposed Goals, Objectives and Policies replace previously adopted.

November 2021

Property Rights Element Goals, Objectives and Policies

Property Rights Summary Chapter 163.3177(6)(i) F.S.

House Bill 59 amends the Community Planning Act to require local governments to include a private property rights element in their comprehensive plan. The bill was signed by the Governor and went into effect on July 1, 2021. The new statutory language requires the City of St. Augustine to adopt this new element “by the earlier of the date of its adoption its next proposed plan amendment that is initiated after July 1, 2021, or the date of the next scheduled evaluation and appraisal of its comprehensive plan.” [Section 163.3177(6)(i), Florida Statutes (2021)]

The new statutory language also requires the inclusion of specific language in the property rights element.

The proposed language included in red and underlined incorporates the required statutory language.

Order of Issues and Page References

Statement of Property Rights

1

Property Rights Goal

Goal 1 Statement of Property Rights

Chapter 163.3177(6)(i) F.S.

PR Objective 1.1

The following rights shall be considered in the City of St. Augustine decision-making:

PR Policy 1.1.1

The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights,

PR Policy 1.1.2

The right of a property owner to use, maintain, develop, and improve his or her property for personal use or for the use of any other person, subject to state law and local ordinances.

PR Policy 1.1.3

The right of the property owner to privacy and to exclude others from the property to protect the owner's possessions and property.

PR Policy 1.1.4

The right of a property owner to dispose of his or her property through sale or gift.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: October 27, 2021

RE: **RESOLUTION 2021-40: STORMWATER UTILITY FEE RATE INCREASE**

Please find attached Resolution 2021-40 to approve the increase of the Stormwater Utility Fee Rate.

Please place Resolution 2021-40 on the regular City Commission agenda for public hearing and adoption on November 8, 2021.

Thank you.



Mark E. Simpson, CPA
Director of Financial Services

Attachment

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

Agenda Title:

Resolution 2021-40 Increase of Stormwater Utility Fee Rate.

RESOLUTION 2021-40

A RESOLUTION OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA AUTHORIZING THE INCREASE OF THE STORMWATER UTILITY FEE RATE TO \$9.00/MONTH PER UNIT FOR FISCAL YEAR 2021-2022.

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 beyond the consumer price index to accomplish said critical and necessary improvements identified in the stormwater master plan; and

WHEREAS, Ordinance 2021-24 provided the City Commission with the authority to increase the single-family unit stormwater utility fee rate beyond the consumer price index when necessary.

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

Section 1. The City Commission approves the stormwater management utility fee to be applied to residential and nonresidential properties for fiscal year 2021-2022 to be calculated at nine dollars per month for each SFU (\$9.00/month x SFU). The monthly fee in subsequent years will reflect this extraordinary 2021-2022 rate adjustment, unless otherwise adopted by resolution.

Section 2. This stormwater management utility fee increase will become effective on December 1, 2021.

.....
ADOPTED in regular session of the City Commission of St. Augustine, Florida, this _____ day of _____, 2021.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: October 27, 2021

RE: **RESOLUTION 2021-42: INCREASE WATER AND SEWER RATES BY THE CPI**

Please find attached Resolution 2021-42 to approve the increase of the water and sewer rates by the CPI.

Please place Resolution 2021-42 on the regular City Commission agenda for public hearing and adoption on November 8, 2021.

Thank you.

A handwritten signature in blue ink, appearing to read "Mark Simpson", is written over a horizontal line.

Mark E. Simpson, CPA
Director of Financial Services

Attachment

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

Agenda Title:

Resolution 2021-42 Increase of the water and sewer rates by the CPI.

RESOLUTION 2021-42

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA MADE PURSUANT TO THE AUTHORITY OF CHAPTER 26, ARTICLE III OF THE CODE OF THE CITY OF ST. AUGUSTINE; INCREASING WATER AND SEWER RATES BY THE CONSUMER PRICE INDEX; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of St. Augustine owns and operates the City of St. Augustine water and wastewater system ("Utility") whose operations are supported entirely by the revenues collected from the customers of the Utility; and

WHEREAS, the Utility was financed, in part, through the issuance of revenue bonds which the covenants made by the City of St. Augustine in conjunction with the issuance of the revenue bonds require the City of St. Augustine, among other things, to collect revenues for its Utility which are sufficient to operate in an efficient and economical manner; to make such the necessary expenditures for equipment and for renewals, repairs, and replacements as may be proper for the operation thereof; make all required deposits to the funds and accounts established in support of the issuance of the revenue bonds; and to otherwise maintain the financial integrity of the Utility financial accounts; and

WHEREAS, Chapter 26, Article III of the Code of the City of St. Augustine authorizes the adoption of water and sewer rates; and

WHEREAS, pursuant to the provisions of Florida Statute 180.13(2), the City Commission sets just and equitable rates, fees and charges for services furnished by the Utility; and

WHEREAS, the City Commission finds, after study and review, that establishing a defined schedule of rates, fees and charges allows the City to recover the costs to the City associated with serving the various classes of consumers and properties and meets the regulatory and fiscal obligations of the Utility and further finds that

establishing a defined schedule of rates, fees and charges allows the City to recover associated costs to the City; and

WHEREAS, the City Commission has enacted Ordinance 2012-13 which provides that the City Commission, from time to time, may establish by resolution such rates, fees and charges pertaining to the Utility as shall be necessary to meet the City's obligations relating to the operation of the Utility and to comply with the requirements of regulatory agencies related to the operation of the Utility and to meet all other obligations of the City related to the Utility; and

WHEREAS, the City Commission desires to continue to maintain fair, just, equitable and appropriate rates, fees and charges consistent with industry standards, while promoting water conservation; and

WHEREAS, the City Commission finds that it is necessary, desirable and fiscally prudent for the utility to adopt this Resolution to amend rates pursuant to the City of St. Augustine Water and Wastewater Ordinance as codified in Article III, Chapter 26 of the Code of Ordinances of the City of St. Augustine and finds that the schedule of rates is adequate to meet the stated goals of the City of St. Augustine and to maintain compliance with the rate covenants adopted in connection with the issuance of the Utility revenue bonds; and

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

SECTION 1. The schedule of fees described in Exhibit "A," Schedule of Utility Fees, attached hereto and incorporated herein, are hereby adopted by the City of St. Augustine.

SECTION 2. The Resolution shall take effect immediately upon adoption; provided, however, that the effective date of the various rates and fee charges shall become effective December 1, 2021.

PASSED IN REGULAR SESSION of the City Commission of the City of St. Augustine, Florida this 8th day of November, 2021.

Tracy Upchurch, Mayor-Commissioner

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

EXHIBIT “A”

SCHEDULE OF UTILITY FEES

RATE ADJUSTMENT EFFECTIVE DECEMBER 1, 2021

UPDATED NOVEMBER 1, 2021 IN ACCORDANCE WITH RESOLUTION 2021-42

Residential WATER Rate Schedule – Inside City						
	Monthly Base Rate (By Fiscal Year)					
Water Availability	2016	2017	2018	2019	2020	2021
Base Rate, All Meter Sizes	\$17.30	\$12.19	\$12.89	\$14.26	\$14.69	\$14.69
Base Use Allowance	0 gal	0 gal	0 gal	0 gal	0 gal	0 gal
	Monthly Consumption Rate Schedule (per gallon used, divided by 1,000)					
Water Flow Consumption Blocks	2016	2017	2018	2019	2020	2021
Block 1 – 0 to 3,000 gal	\$0.00	\$2.64	\$2.79	\$2.85	\$2.94	\$3.09
Block 2 – 3,001 to 10,000 gal	\$4.82	\$5.63	\$5.83	\$6.37	\$6.56	\$6.94
Block 3 – 10,001 to 20,000 gal	\$4.82	\$7.38	\$7.70	\$8.41	\$8.66	\$9.16
Block 4 – 20,001 to 30,000 gal	\$4.82	\$9.06	\$9.39	\$10.13	\$10.43	\$11.21
Block 5 – Over 30,000 gal	\$4.82	\$11.26	\$11.66	\$12.74	\$13.12	\$14.43

Residential WASTEWATER Rate Schedule – Inside City						
	Monthly Base Rate (By Fiscal Year)					
Wastewater Availability	2016	2017	2018	2019	2020	2021
Base Rate, All Meter Sizes	\$23.64	\$12.45	\$13.17	\$14.67	\$15.11	\$15.99
Base Use Allowance	0 gal	0 gal	0 gal	0 gal	0 gal	0 gal
	Monthly Consumption Rate Schedule (per gallon used, divided by 1,000)					
Water Flow Consumption Blocks	2016	2017	2018	2019	2020	2021
Block 1 – 0 to 3,000 gal	\$0.00	\$6.14	\$6.47	\$6.69	\$6.89	\$7.29
Block 2 – 3,001 to 10,000 gal	\$6.06	\$6.14	\$6.47	\$6.69	\$6.89	\$7.29

Residential WATER Rate Schedule – Outside City						
	Monthly Base Rate (By Fiscal Year)					
Water Availability	2016	2017	2018	2019	2020	2021
Base Rate, All Meter Sizes	\$21.61	\$14.99	\$15.73	\$17.25	\$17.63	\$17.63
Base Use Allowance	0 gal	0 gal	0 gal	0 gal	0 gal	0 gal
	Monthly Consumption Rate Schedule (per gallon used, divided by 1,000)					
Water Flow Consumption Blocks	2016	2017	2018	2019	2020	2021
Block 1 – 0 to 3,000 gal	\$0.00	\$3.25	\$3.40	\$3.45	\$3.53	\$3.71
Block 2 – 3,001 to 10,000 gal	\$6.03	\$6.92	\$7.11	\$7.71	\$7.87	\$8.33
Block 3 – 10,001 to 20,000 gal	\$6.03	\$9.07	\$9.39	\$10.17	\$10.39	\$10.99
Block 4 – 20,001 to 30,000 gal	\$6.03	\$11.15	\$11.45	\$12.26	\$12.52	\$13.46
Block 5 – Over 30,000 gal	\$6.03	\$13.85	\$14.23	\$15.42	\$15.74	\$17.31

Residential WASTEWATER Rate Schedule – Outside City						
	Monthly Base Rate (By Fiscal Year)					
Wastewater Availability	2016	2017	2018	2019	2020	2021
Base Rate, All Meter Sizes	\$29.52	\$15.31	\$16.07	\$17.75	\$18.13	\$19.18
Base Use Allowance	0 gal	0 gal	0 gal	0 gal	0 gal	0 gal
	Monthly Consumption Rate Schedule (per gallon used, divided by 1,000)					
Water Flow Consumption Blocks	2016	2017	2018	2019	2020	2021
Block 1 – 0 to 3,000 gal	\$0.00	\$7.55	\$7.89	\$8.09	\$8.27	\$8.75
Block 2 – 3,001 to 10,000 gal	\$7.56	\$7.55	\$7.89	\$8.09	\$8.27	\$8.75

EXHIBIT “A”
SCHEDULE OF UTILITY FEES
RATE ADJUSTMENT EFFECTIVE DECEMBER 1, 2021
UPDATED NOVEMBER 1, 2021 IN ACCORDANCE WITH RESOLUTION 2021-42

▪ Residential Wastewater Capped at 10,000 gallons

<u>Commercial / General Use / Multi-Family WATER Rate Schedule – Inside City</u>						
	Monthly Base Rate (By Fiscal Year)					
Water Availability	2016	2017	2018	2019	2020	2021
Base Rate – All Meter Sizes	\$17.30	-----	-----	-----	-----	-----
Base Rate Meter Sizes						
5/8 or 3/4 inch	-----	\$12.19	\$12.89	\$14.26	\$14.69	\$15.54
1-inch	-----	\$16.25	\$21.48	\$23.77	\$24.48	\$25.90
1 ½ inch	-----	\$32.51	\$42.97	\$47.53	\$48.96	\$51.80
2-inch	-----	\$52.01	\$68.75	\$76.05	\$78.33	\$82.87
3-inch	-----	\$97.52	\$128.90	\$142.60	\$146.88	\$155.40
4-inch	-----	\$162.53	\$214.83	\$237.67	\$244.80	\$259.00
6-inch	-----	\$325.07	\$429.67	\$475.33	\$489.59	\$517.99
8-inch	-----	\$520.11	\$687.47	\$760.53	\$783.35	\$828.78
10-inch	-----	\$747.65	\$988.23	\$1,093.27	\$1,126.07	\$1,191.38
	Monthly Consumption Rate Schedule (per gallon used, divided by 1,000)					
Water Flow Consumption Blocks	2016	2017	2018	2019	2020	2021
Base Use Allowance	0 gal	0 gal	0 gal	0 gal	0 gal	0 gal
Block 1 – 0 to 3,000 gal	\$0.00	\$5.63	\$5.83	\$6.37	\$6.56	\$6.94
Block 2 – 3,001 to 10,000 All Usage	\$4.82	\$5.63	\$5.83	\$6.37	\$6.56	\$6.94

<u>Commercial / General Use / Multi-Family WASTEWATER Rate Schedule – Inside City</u>						
	Monthly Base Rate (By Fiscal Year)					
Sewer Availability	2016	2017	2018	2019	2020	2021
Base Rate – All Meter Sizes	\$23.64	-----	-----	-----	-----	-----
Base Rate Meter Sizes						
5/8 or 3/4 inch	-----	\$12.45	\$13.17	\$14.67	\$15.11	\$15.99
1-inch	-----	\$16.60	\$21.95	\$24.45	\$25.18	\$26.64
1 ½ inch	-----	\$33.20	\$43.90	\$48.90	\$50.37	\$53.29
2-inch	-----	\$53.12	\$70.24	\$78.24	\$80.59	\$85.26
3-inch	-----	\$99.60	\$131.70	\$146.70	\$151.10	\$159.86
4-inch	-----	\$166.00	\$219.50	\$244.50	\$251.84	\$266.45
6-inch	-----	\$332.00	\$439.00	\$489.00	\$503.67	\$532.88
8-inch	-----	\$531.20	\$702.40	\$782.40	\$805.87	\$852.61
10-inch	-----	\$763.60	\$1,009.70	\$1,124.70	\$1,158.44	\$1,225.63
	Monthly Consumption Rate Schedule (per gallon used, divided by 1,000)					
Sewer Flow Consumption Blocks	2016	2017	2018	2019	2020	2021
Base Use Allowance	0 gal	0 gal	0 gal	0 gal	0 gal	0 gal
Block 1 – 0 to 3,000 gal	\$0.00	\$7.37	\$7.76	\$8.03	\$8.27	\$8.75
Block 2 – 3,001 to 10,000 All Usage	\$6.06	\$7.37	\$7.76	\$8.03	\$8.27	\$8.75

EXHIBIT “A”

SCHEDULE OF UTILITY FEES

RATE ADJUSTMENT EFFECTIVE DECEMBER 1, 2021

UPDATED NOVEMBER 1, 2021 IN ACCORDANCE WITH RESOLUTION 2021-42

<u>Commercial / General Use / Multi-Family WATER Rate Schedule – Outside City</u>						
	Monthly Base Rate (By Fiscal Year)					
Water Availability	2016	2017	2018	2019	2020	2021
Base Rate – All Meter Sizes	\$21.61	-----	-----	-----	-----	-----
Base Rate Meter Sizes						
5/8 or 3/4 inch	-----	\$14.99	\$15.73	\$17.25	\$17.63	\$18.65
1-inch	-----	\$19.99	\$26.21	\$28.76	\$29.38	\$31.08
1 ½ inch	-----	\$39.98	\$52.42	\$57.52	\$58.75	\$62.16
2-inch	-----	\$63.97	\$83.87	\$92.02	\$94.00	\$99.45
3-inch	-----	\$119.95	\$157.26	\$172.55	\$176.26	\$186.48
4-inch	-----	\$199.92	\$262.10	\$287.58	\$293.76	\$310.80
6-inch	-----	\$399.83	\$524.19	\$575.15	\$587.51	\$621.59
8-inch	-----	\$639.73	\$838.71	\$920.25	\$940.02	\$994.54
10-inch	-----	\$919.61	\$1,205.64	\$1,322.85	\$1,351.28	\$1,429.65
	Monthly Consumption Rate Schedule (per gallon used, divided by 1,000)					
Water Flow Consumption Blocks	2016	2017	2018	2019	2020	2021
Base Use Allowance	0 gal	0 gal	0 gal	0 gal	0 gal	0 gal
Block 1 – 0 to 3,000 gal	\$0.00	\$6.92	\$7.11	\$7.71	\$7.87	\$8.33
Block 2 – 3,001 to 10,000 All Usage	\$6.03	\$6.92	\$7.11	\$7.71	\$7.87	\$8.33
<u>Commercial / General Use / Multi-Family WASTEWATER Rate Schedule – Outside City</u>						
	Monthly Base Rate (By Fiscal Year)					
Sewer Availability	2016	2017	2018	2019	2020	2021
Base Rate – All Meter Sizes	\$29.52	-----	-----	-----	-----	-----
Base Rate Meter Sizes						
5/8 or 3/4 inch	-----	\$15.31	\$16.07	\$17.75	\$18.13	\$19.18
1-inch	-----	\$20.42	\$26.78	\$29.58	\$30.22	\$31.97
1 ½ inch	-----	\$40.84	\$53.56	\$59.17	\$60.44	\$63.95
2-inch	-----	\$65.34	\$85.69	\$94.67	\$96.71	\$102.32
3-inch	-----	\$122.51	\$160.67	\$177.51	\$181.32	\$191.84
4-inch	-----	\$204.18	\$267.79	\$295.85	\$302.21	\$319.74
6-inch	-----	\$408.36	\$535.58	\$591.69	\$604.40	\$639.46
8-inch	-----	\$653.38	\$856.93	\$946.70	\$967.04	\$1,023.13
10-inch	-----	\$939.23	\$1,231.83	\$1,360.89	\$1,390.13	\$1,470.76
	Monthly Consumption Rate Schedule (per gallon used, divided by 1,000)					
Sewer Flow Consumption Blocks	2016	2017	2018	2019	2020	2021
Base Use Allowance	0 gal	0 gal	0 gal	0 gal	0 gal	0 gal
Block 1 – 0 to 3,000 gal	\$0.00	\$9.06	\$9.47	\$9.71	\$9.92	\$10.50
Block 2 – 3,001 to 10,000 All Usage	\$7.56	\$9.06	\$9.47	\$9.71	\$9.92	\$10.50

EXHIBIT “A”
SCHEDULE OF UTILITY FEES
RATE ADJUSTMENT EFFECTIVE DECEMBER 1, 2021
UPDATED NOVEMBER 1, 2021 IN ACCORDANCE WITH RESOLUTION 2021-42

Fire Hydrants		
Water Only – Minimum Charge per Hydrant	Inside City	Outside City
Private Fire Hydrants	\$7.46	\$9.25

Backflow Preventers	\$/Month/Device
Monthly Surcharge (CCEC) per device	\$1.75

Deposits	
Residential Service	\$125.00
Hydrant Meter	\$220.00

Service Charges	
Monthly Service Charge for accounts that are temporarily disconnected	\$5.00
Turn on water	\$20.00
Turn off water	\$10.00
Install and Remove Hydrant Meter (paid in advance)	\$35.00
Commercial accounts on the turn off list for non-payment	\$15.00
Meter re-read at customer’s request:	
If <u>no</u> reading error is disclosed	\$15.00
If reading error <u>is</u> disclosed	No Charge
Test of meter accuracy at customer’s request:	
If meter two (2) inches or smaller is found to be producing <u>no</u> customer overcharge	\$110.00
If meter larger than two (2) inches is found to be producing <u>no</u> customer overcharge	\$215.00
If any meter <u>is</u> found to be producing a customer overcharge	No Charge
Meter tampering	\$100.00 plus costs of repair
Any service call outside of normal working hours	\$80.00
Plugging, disconnecting or illegally connecting sewer service	\$150.00
Fire hydrant flow test	\$110.00

EXHIBIT “A”
SCHEDULE OF UTILITY FEES
RATE ADJUSTMENT EFFECTIVE DECEMBER 1, 2021
UPDATED NOVEMBER 1, 2021 IN ACCORDANCE WITH RESOLUTION 2021-42

<i>WATER Services – Tap and Meter – <u>by Utility</u></i>	Inside City	Outside City +
3/4”	\$635.00	\$760.00
1”	\$950.00	\$1,142.00
2”	\$3,175.00	\$3,808.00
Extensions and special installations	Actual (*)	Actual (*)

<i>WATER Services – Meter ONLY – <u>by Utility</u></i>	Inside City	Outside City +
3/4”	\$370.00	\$444.00
1”	\$503.00	\$603.00
2”	\$1,270.00	\$1,524.00
3” (**)	Actual (*)	Actual (*)
4” or larger	Actual (*)	Actual (*)

<i>WATER Services – <u>by Contractor</u></i>	Inside City	Outside City +
3/4” (Tap Fee)	\$106.00	\$127.00
1” (Tap Fee)	\$212.00	\$254.00
2” (Tap Fee)	\$317.00	\$381.00
3” (**) (Tap Fee)	\$500.00	\$635.00
4” (Tap Fee)	\$661.00	\$794.00
6” (Tap Fee)	\$825.00	\$990.00
8” or larger (Tap Fee)	\$1,032.00	\$1,238.00

<i>SEWER Taps with Cleanouts or Valves – <u>by Utility</u></i>	Inside City	Outside City +
Gravity tap (Existing Lateral)	\$317.00	\$381.00
Gravity tap (Install shallow lateral – less than 5 feet deep)	\$1,058.00	\$1,270.00
Gravity tap (Install deep lateral – greater than 5 feet deep)	\$1,587.00	\$1,904.00
Gravity service (Extensions and special installations)	Actual (*)	Actual (*)
2” Force Main tap	\$1,587.00	\$1,904.00

<i>SEWER Taps with Cleanouts or Valves – <u>by Contractor</u></i>	Inside City	Outside City +
Gravity tap	\$317.00	\$380.00
Force Main tap	\$529.00	\$635.00

* Actual In-House (Parts and Labor), plus any required Consultant or Contractor Costs, plus 25%.

** 3” Taps on City Mains are prohibited. 3” Meters and Backflow Devices are allowed. Customer may choose to install a 4” Tap, then reduce to 3” Meter or 3” Backflow Device.

✦ **Updated: November 2021**

EXHIBIT “A”
SCHEDULE OF UTILITY FEES
RATE ADJUSTMENT EFFECTIVE DECEMBER 1, 2021
UPDATED NOVEMBER 1, 2021 IN ACCORDANCE WITH RESOLUTION 2021-42

<i>INSPECTION Fees for Work <u>by Contractor</u></i>	Inside City	Outside City ✦
Per each water main tap/connection/meter box, or each sewer main tap/connection, installed by the developer	\$233.00	\$247.00
Per each fire hydrant or fire protection water service, installed by the developer	\$233.00	\$247.00
Per each sewer manhole, installed by the developer	\$233.00	\$247.00
Per each pump station, installed by the developer	\$794.00	\$840.00
Per 500 feet (or fraction thereof) of new water main or new sewer main constructed by the developer	\$233.00	\$247.00

<i>Right-of-Way RESTORATION Fees for Work <u>by Utility</u></i>	Inside City	Outside City ✦
Per tap or service installed by the Utility (no road cut required)	\$487.00	\$515.00
Per tap or service installed by the Utility (open road cut required, or jack & bore, or directional drill)	\$973.00	\$1,029.00
Per 100 feet (or fraction thereof) of utility extension installed by the Utility	\$487.00	\$515.00

<i>Miscellaneous</i>	Inside City	Outside City
Fee for Utility to reset, repair or replace damaged facilities or equipment	Actual (*)	Actual (*)
Other Agency Permits, as required, obtained by Utility	\$265.00	\$280.00

<i>FLOW BASED FEES***</i>	<u>Effective January 1, 2017</u> Service Area-wide	
Per GPD (gallons per day) of Flow based on Listed Uses in City Code Chapter 26	\$/GPD	Fee for 1 Residential ERC (Equivalent Residential Connection)
Water	\$7.87	\$2,361.00
Sewer	\$8.40	\$1,764.00

<i>Northwest Area Forcemain Surcharge***</i> (Applies to all <u>SEWER</u> connections within Northwest Area Surcharge Zones)	<u>Effective January 1, 2017</u> Service Area-wide	
Per GPD (gallons per day) of Flow based on Listed Uses in City Code Chapter 26	\$/GPD	Fee for 1 Residential ERC (Equivalent Residential Connection)
Sewer	\$4.87	\$1,082.00

*** No Outside City surcharge on Flow Based Fees effective January 1, 2017.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners
DATE: November 2, 2021
RE: 110 Carver Street Lease Agreement

At the October 14, 2019, City Commission meeting, Stanley Paris (Patris YC, LLC) proposed to deed to the City as a gift the property with a residence adjacent to the City owned property that is currently leased to the St. Augustine Yacht Club at 110 Carver Street. The proposed gift was conditioned on the City leasing back to the Yacht Club the property for a youth sailing training center. At that City Commission meeting, the City and Mr. Paris agreed to the terms of the deed (included as Attachment A).

After the deed is executed and the City becomes the owner, the gift requires that the City be responsible for the rezoning, and any land use changes, if necessary, of the residential property to government use. If the City fails to rezone the property, the property will revert back to Patris YC, LLC. If the City successfully rezones the property and executes the lease to the Yacht Club, the property would be used as a “not-for-profit sailing center” per the terms of the proposed lease by the Yacht Club for 99 years. If the Yacht Club fails to maintain a not-for-profit sailing center during that period, the property would revert to the City for a passive park. The City Commission and Mr. Paris agreed to the deed language, and the City Commission directed city staff to prepare a proposed lease agreement consistent with the direction given at the October 2019 meeting. Before the deed could be executed by Mr. Paris, the Yacht Club requested a number of changes to the concept presented in 2019.

Since the October 14th, 2019 commission meeting, there have been several iterations of the lease and the deed requested due to the changing leadership at the Yacht Club. The terms of the deed are as agreed to by Mr. Paris and the City Commission in 2019, but as yet unexecuted. The proposed lease provided as Attachment B may meet the intention of the Commission, the Yacht Club and Patris YC, LLC.

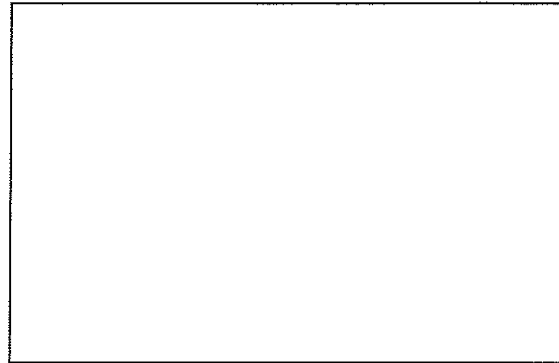
This agenda item is intended as an update to the commission and outline steps required to move the project forward including community engagement.



John P. Regan, City Manager

ATTACHMENT A

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



WARRANTY DEED

THIS INDENTURE, made this _____ day of _____, 20____, by and between **PATRIS YC, LLC** ("GRANTOR"), and the **CITY OF ST. AUGUSTINE, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085 ("GRANTEE").

WITNESSETH:

That the said GRANTOR, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to it in hand paid by GRANTEE, the receipt of which is hereby acknowledged, has granted, bargained and sold to GRANTEE, its heirs, successors and assigns forever, the following described land situate in St. Johns County, Florida, to wit:

LOT 8 AND 9, KEEGAN'S ADDITION TO ANASTASIA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE(S) 33, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH THAT PORTION OF CARVER STREET VACATED BY ORDINANCE NO. 584 RECORDED IN DEED BOOK 186, PAGE 257 LYING ADJACENT TO LOTS 8, AND 9, KEEGAN'S ADDITION TO ANASTASIA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 33 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 158730-0000

And GRANTOR does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Subject to the following covenant and reverter:

GRANTEE may only use the land, structures and fixtures thereon for the purpose of a sailing center operated by the St. Augustine Yacht Club as a not-for-profit corporation. Should the St. Augustine Yacht Club or its not-for profit corporation be unable or unwilling to continue the operations of the sailing center in the future, GRANTEE may seek another operator for the sailing center, however if this condition cannot be met, GRANTEE may use the land for the purpose of a passive park.

In the event GRANTEE cannot comply with the covenant, the land, fixtures and structures thereon shall revert to GRANTOR.

Additionally, GRANTEE shall endeavor to rezone the property conveyed to the Government Use zoning district as described in the municipal code of the City of St. Augustine, consistent with state law and local regulations, with time being of the essence.

TO HAVE AND TO HOLD the same in fee simple forever, together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said GRANTOR, either in law or equity, to the only proper use, benefit and behalf of the said GRANTEE.

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 same against the lawful claims of all persons whomsoever; and that the land is free of all encumbrances.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed on the date first written above.

Signed, sealed and delivered
in the presence of:

"GRANTOR"
PATRIS YC, LLC

Witness:

By: _____

Its: _____

Print: _____

Print: _____

Witness:

Print: _____

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, _____, who is personally known to me and who is the person described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this _____ day of _____, 20____.

Notary Public, State of Florida

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Isabelle Lopez, City Attorney

ATTACHMENT B

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter referred to as "Lease") is made and entered into by and between **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida (hereinafter referred to as "LESSOR"), whose mailing address is P.O. Box 210, St. Augustine, Florida 32085, and **ST. AUGUSTINE YACHT CLUB, INC.** (hereinafter referred to as "LESSEE"), whose mailing address is 442 Ocean Vista Avenue, St. Augustine, Florida 32080.

W I T N E S S E T H: That in consideration of the covenants herein contained and the Rent to be paid, LESSOR and LESSEE hereby agree as follows:

(1) **LEASED PREMISES:** LESSOR does hereby rent, lease and demise unto LESSEE, and LESSEE does take from LESSOR, for a Term hereinafter provided, and in all instances in the condition as presented as of the date of this Lease, the following described premises located in St. Augustine, St. Johns County, Florida (hereinafter referred to as "Leased Premises"), to-wit:

LOT 8 AND 9, KEEGAN'S ADDITION TO ANASTASIA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE(S) 33, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH THAT PORTION OF CARVER STREET VACATED BY ORDINANCE NO. 584 RECORDED IN DEED BOOK 186, PAGE 257 LYING ADJACENT TO LOTS 8, AND 9, KEEGAN'S ADDITION TO ANASTASIA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 33 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 158730-0000

Including the City of St. Augustine's submerged lands associated with dock structures on the leased property described in paragraph 8, as may be approved consistent with City Code.

LESSOR and LESSEE acknowledge and agree that LESSOR acquired the Leased Premises, other than LESSOR's preexisting sovereign submerged lands, from Patris YC, LLC, a Florida limited liability company, via that certain Warranty Deed dated November __, 2021 and recorded in Official Records Book _____, Page _____, Public Records of St. Johns County, Florida (the "Deed").

(2) **TERM:** The Term of this Lease shall be 99 years, commencing November 1st, 2021 at 12:01 a.m. and expiring November 30th, 2120 at 11:59 p.m., subject to the terms and conditions set forth herein.

(3) **RENTAL:** The rental of the Leased Premises shall be in the amount of nine hundred and ninety dollars and 00/100 (\$990.00) DOLLARS ("Rent"). This rental amount reflects the public interest in providing for recreational opportunities and access to the waterways, as well as, other valuable consideration the receipt thereof is acknowledged by LESSOR, over the Term of this Lease and shall be payable annually, at a rate of \$10.00, plus applicable taxes commencing on the first day of November, 2021 and on the first day of November each consecutive year thereafter during the Term of the Lease. The Rent shall be payable annually on November 1st, and shall be payable to LESSOR at:

CITY OF ST. AUGUSTINE
DEPARTMENT OF FINANCE, BUDGET AND MANAGEMENT
P.O. Box 210
ST. AUGUSTINE, FLORIDA 32085-0210

A late fee of fifteen (15%) percent of the annual lease will be assessed for any late payment received after the fifth day of each month of November. Failure to pay rent, in total, before the end of the fifth day of the month of November shall be a default of the Terms of this Lease.

In addition to the Rent payable hereunder, LESSEE shall be responsible, as Additional Rent, for the payment of any real estate taxes assessed during the Term of this Lease by any governmental agency having taxing authority. Real estate taxes shall be paid within thirty (30) days of the date an invoice for such taxes is transmitted to LESSEE by LESSOR.

LESSEE shall be responsible for timely payment of all personal property taxes, excise, use, sales or other taxes which may be levied for or on account of LESSEE'S occupancy or rental of the Leased Premises now or at any time during the Term of this Lease

(4) **UTILITIES:** All utilities and property and equipment related to the provision of said utilities are the responsibility of LESSEE. Those utilities include, but are not limited to, telephone and telecommunications, water, sewer, electricity and trash removal.

(5) **HEATING AND AIR CONDITIONING:** LESSEE agrees to furnish heating and air conditioning equipment for the Leased Premises and to maintain same in satisfactory operating condition at all times during the term of this Lease at the expense of LESSEE.

(6) **LICENSES:** LESSEE shall be responsible for obtaining and maintaining at LESSEE'S expense all licenses necessary and required for the operation of the business or businesses conducted by the LESSEE on the Leased Premises.

(7) **REPAIRS AND MAINTENANCE FOR LEASED PREMISES:** LESSEE shall keep and maintain all structures on the Leased Premises, including but not limited to, the interior and exterior of the structures, docks, parking lot, outdoor lighting, fence/wall and landscaping in good, sound condition, order and repair. LESSEE shall not cause or suffer any lien to be filed against the Leased Premises by reason of any repairs, restoration, reconstruction, alteration or change made thereon by LESSEE. A lien which is filed as a result of any action of LESSEE and which is not removed within ninety (90) days after being filed, shall constitute a default by LESSEE hereunder. LESSEE shall save LESSOR harmless from all legal costs and charges, including attorney's fees, reasonably incurred in and about the defense and/or prosecution of any suit or proceeding in discharging the said premises, or any part thereof, from any lien caused by LESSEE.

(8) **MOORINGS and DOCK:** LESSEE may separately lease and occupy any available moorings in Salt Run near the Leased Premises on an as-needed basis under the same terms and conditions as are generally available to the public. LESSEE shall be allowed to design, permit and construct a dock on the Leased Premises and upon the submerged lands owned by LESSOR in Salt Run located adjacent to the Leased Premises (the "Dock"), at LESSEE's sole expense. The configuration of the Dock will be as depicted on **Exhibit "A"** attached hereto and incorporated herein by this

reference (the "Dock Plans"). The Dock must be approved and constructed pursuant to the requirements of applicable municipal codes and City permits. The pier for the Dock must be constructed within the footprint of the existing/former dock that served the Leased Premises for years. The Dock will also include a floating platform to be used for launching vessels. Failure to timely permit and construct the Dock shall constitute a default by LESSEE unless LESSEE can otherwise fulfill the terms of the deed for its intended purpose, as further described in paragraph 23(ii)(a). In the event the Dock is damaged or destroyed, LESSEE may, but shall have no obligation to, repair or reconstruct the Dock. In such event, LESSEE shall be permitted to continue the Lease, provided LESSEE can otherwise fulfill the terms of the deed for its intended purpose, as further described in paragraph 23(ii)(a).

(9) **INDEMNIFICATION:** LESSEE agrees, to the extent allowed by law and except and to the extent caused by the LESSOR'S gross negligence or intentional misconduct, to protect, defend, reimburse, indemnify and hold the LESSOR, its agents, employees and officers and each of them forever, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including reasonable attorney fees, and causes of action of every kind and character by reason of any damage to property, or the environment, including, without limitation, any contamination of the Leased Premises, such as the soil or storm water, or by fuel, gas, chemicals or any hazardous substances, or bodily injury, including death, incurred or sustained by any party to this Lease, any agent or employee of any party to this Lease or any other person or any governmental agency arising out of or incident to or in connection with the LESSEE'S performance under this Lease, the LESSEE'S use or occupancy of the Leased Premises, the LESSEE'S acts, omissions or operations hereunder or the performance, non-performance or purported performance of this Lease or any breach of the terms of this Lease. LESSEE recognizes the broad nature of this indemnification and hold harmless clause and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by the LESSOR in support of this indemnification in accordance with laws of the State of Florida. This clause shall survive the termination of this Lease. Compliance with the insurance requirements described in paragraph 10, below, shall not relieve the

LESSEE of its liability or obligation to indemnify the LESSOR as set forth in this paragraph. Notwithstanding anything to the contrary in the foregoing or within this Lease, the LESSOR shall not relinquish or waive any of its rights as a sovereign local government and the LESSOR reserves all rights and defenses under applicable sovereign immunity law.

(10) **HOLD HARMLESS; INSURANCE:** LESSEE agrees that LESSEE will at all times indemnify and save and keep LESSOR harmless from any and all claims for damage and liability to persons or property occasioned, either directly or indirectly, by the use and occupancy of the Leased Premises by the LESSEE and the LESSEE'S invitees, guests, agents and employees, including any court costs and attorney's fees, including any appeals, and shall defend the LESSOR against any such claims. LESSEE, at LESSEE'S expense, shall provide policies of insurance generally known as public liability and property damage insurance and/or "Owner's Landlord and Tenant Insurance" insuring LESSOR and LESSEE against all claims and demands made by any persons whomsoever for injuries of any type and/or kind to persons or property incurred in connection with the operation and/or maintenance of the Leased Premises in a coverage amount of not less than \$1,000,000 for each occurrence for damages to persons or property and \$500,000 for damages to the Leased Premises. **LESSEE shall obtain and deliver to LESSOR prior to or at commencement of this Lease a copy of the original policy showing the LESSOR as a named insured along with a corresponding certificate of insurance and thereafter shall provide copies of all renewals of said policy.** Failure to so provide such a policy or renewals shall constitute a default hereunder. The LESSEE also shall provide to the LESSOR proof of current Worker's Compensation coverage to the extent such coverage is required by law.

(11) **NO WAIVER OF SOVEREIGN IMMUNITY:** Nothing in this Agreement shall be construed as a waiver of sovereign immunity beyond that provided in Section 768.28, Florida Statutes, nor shall anything in this Agreement be construed as increasing the limits of the sovereign immunity of the LESSOR as provided in Section 768.28, Florida Statutes.

(12) **USE CONDITIONS:** LESSEE shall not perform nor shall LESSEE permit anyone to perform any unlawful acts on said Leased Premises nor shall LESSEE permit or suffer any noise, disturbance or nuisance on said Leased Premises detrimental to or annoying to LESSEE'S neighbors. LESSEE shall use the Leased Premises for the purpose of operating a not-for-profit sailing center. LESSEE shall open Leased Premises for the transaction of business and maintain an occupancy consistent with the established Fire Marshall maximum. The LESSEE's typical hours of operation will be from 8:00 a.m. until 6:30 p.m. daily; provided, however that LESSEE's hours of operation may be later than 6:30 p.m. during the summertime. In no event will LESSEE's hours of operation extend beyond 10:00 p.m. LESSEE may open for business at times in excess of the foregoing hours of operation. LESSEE will not nor will LESSEE allow any person to reside in the Leased Premises, however, LESSEE will be permitted to have security personnel on the Leased Premises overnight.

(13) **SPECIAL CONDITIONS:** LESSOR acknowledges and agrees that its deed to the Leased Premises and this Lease is conditioned upon LESSOR successfully amending its Future Land Use Map (FLUM) and rezoning the Leased Premises to a FLUM and zoning category that would permit the use of the Leased Premises for a not-for-profit sailing center. LESSOR further acknowledges and agrees that pursuant to the terms of that deed, LESSOR will cooperate in good faith with LESSEE to process and conduct all required hearings necessary in establishing a not-for-profit sailing center on the Leased Premises. LESSOR is required to hold quasi-judicial hearings to approve or disapprove any zoning code determination, and base its decision on competent, substantial evidence in the record. The terms of this Lease are not intended to create contract zoning, nor to promise a particular outcome of those hearings.

LESSEE acknowledges and agrees that its use of the Leased Premises is limited to those related to the operation of a not-for-profit sailing center, and that the Leased Premises are not a Special Event Venue as described in the municipal code. Furthermore, LESSEE shall not seek to use the Leased Premises as a Special Event Venue, a restaurant or bar, or any other more intensive use than contemplated for the not-for-profit sailing center. Parking for the Leased Premises is limited to on-site parking only, and LESSEE and LESSEE'S invitees are not permitted to park on

adjacent property or right-of-way. LESSEE acknowledges and agrees that it shall maintain the public access of Carver Street East opened and unobstructed through the Leased Premises.

LESSEE shall store its vessels, other watercraft and related equipment in a neat and appropriate manner such as on storage racks, tied up to or on the docks, or attached to a mooring ball. LESSEE shall not be permitted to store its vessels, other watercraft and related equipment directly on the ground or in a way that is not organized and becomes unsightly. In the event of a named storm, however, LESSEE shall be permitted to move all its sailing and boating vessels and equipment onto the Leased Premises and secure them in any way possible until such time as the named storm passes. LESSEE shall then have a reasonable time to place such vessels and equipment in their customary storage locations.

LESSEE shall not be permitted to:

(a) Use said Leased Premises in any manner that will obstruct or interfere with the public access of Carver Street East, or encroach on the walks or approaches to said Leased Premises.

(b) Make or suffer any waste or unlawful, improper or offensive use of said Leased Premises or any use of which the LESSOR disapproves.

(c) Sell, serve, consume, allow the consumption of or otherwise dispose of on said Leased Premises any intoxicating beverages of any type without obtaining a permit under Section 561.422, Florida Statutes.

(d) Hold or conduct any type of auction sales on said Leased Premises.

(e) Occupy the Leased Premises without obtaining all required city, county and state licenses.

(f) Violate any of the Use Conditions found herein at paragraph 13.

LESSOR reserves the right to require LESSEE to remove any item either stored, displayed, or for sale, or to conform its use to the Use Conditions, that LESSOR finds is objectionable or not compatible with the use of the Leased Premises. Upon written notification to LESSEE by LESSOR, the objectionable item(s) or Use Conditions violations will be immediately cured, with no recourse by LESSEE. Failure to comply constitutes a default hereunder and will result in termination of this Lease.

(14) INSPECTION AND REPAIRS:

(a) LESSOR and LESSOR'S agents shall have the right to make such inspection of the Leased Premises as LESSOR may from time to time desire, such inspection to be at reasonable times.

(b) If LESSOR or LESSOR'S agents find that the Leased Premises are not in good order and repair and in order to protect and preserve said Leased Premises, LESSOR may serve written notice upon LESSEE notifying LESSEE to make the desired repairs within fifteen (15) days after receipt of said notice. Upon the failure of LESSEE to make all such repairs within said fifteen (15) days, LESSOR may enter upon the Leased Premises and make repairs at LESSEE'S expense, and the costs of same shall be due and payable to LESSOR upon written demand. Failure to immediately pay for repairs made by LESSOR at LESSEE'S expense shall constitute a default hereunder.

In the event the building in which the Leased Premises is located is tented for termite infestation, LESSEE will be given thirty (30) days written notice and will vacate the Leased Premises within the thirty (30) days and will not return to the Leased Premises until notified by LESSOR and will hold LESSOR harmless for any loss of business or damage to LESSEE'S equipment, merchandise or property incurred as a result of the vacation of the Leased Premises or the tenting and treatment process.

(15) SIGNS, ADVERTISING AND OTHER ITEMS: No interior or exterior window signs, advertising, painting on the interior or exterior of the building or painting on the interior or exterior of the windows of the Leased Premises shall be permitted without the prior written approval of the LESSOR. Any such signs, advertising or painting shall conform to all existing laws and ordinances, including the Code of the City of St. Augustine relating to zoning. Except for vessels stored consistent with the terms of paragraph 13 herein and the placement of picnic tables, benches, chairs and other outdoor furniture related to the not-for-profit sailing center, LESSEE shall not place any other items, fixtures, merchandise or other items of any description at any location other than inside the Leased Premises.

(16) **ALTERATIONS, REPAIRS:** LESSEE shall not make changes in or to the interior or exterior of the Leased Premises without prior written consent of LESSOR. Any approved changes, additions, alterations, improvements or repairs shall be made at the sole cost of LESSEE. Any such changes, additions, alterations, improvements or repairs shall immediately become part of the realty and the property of LESSOR and shall remain upon said Leased Premises and be surrendered therewith upon expiration or other termination of this Lease without any reimbursement being due LESSEE therefore, except for free-standing items not secured to the ceiling, walls or floor.

(17) **ITEMS FURNISHED BY LESSEE:** LESSEE will furnish all equipment, fixtures, furnishings, supplies, housewares, decoration, floor coverings, drapes (all drapes will be lined with white material as approved by the LESSOR) and all other items as necessary to operate LESSEE'S not-for-profit sailing center on the Leased Premises. Items furnished by LESSEE under this paragraph shall remain the property of LESSEE and may be removed upon vacation by LESSEE.

(18) **ABANDONED PROPERTY:** BY SIGNING THIS LEASE, THE LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT, AS DEFINED BY FLORIDA STATUTES, THE LESSOR SHALL NOT BE LIABLE OR RESPONSIBLE FOR STORAGE OR DISPOSITION OF THE LESSEE'S PERSONAL PROPERTY AND MAY EXERCISE ALL RIGHTS OF A LESSOR AS PROVIDED BY FLORIDA LAW REGARDING DISPOSITION OF ABANDONED PROPERTY.

(19) **ASSIGNING AND SUBLETTING:**

(a) LESSEE shall not assign said Lease, or any part thereof, or mortgage this Lease or any interest therein, or, if LESSEE is a corporation, LESSEE'S shareholders shall not transfer a majority interest in the company to any party or parties other than the St. Augustine Yacht Club Foundation, Inc., a Florida not-for-profit corporation, except upon the prior written approval of LESSOR, which approval shall not be unreasonably withheld.

(b) Subleasing of the Leased Premises is strictly prohibited under this Lease. Any subleasing of the Leased Premises will be considered a violation of the Lease and considered a default for purposes of paragraph 23 on this Lease.

(20) **FORCE MAJEURE:** In the event the Leased Premises shall be damaged or rendered untenable in whole or in part as a result of the consequences of fire or other casualty, including all weather events and acts of God, during the term hereof, LESSEE at LESSEE'S option shall:

(a) Restore same to tenantable condition within a reasonable period, consistent with paragraph 23 section (ii) (d) herein; or

(b) Concur that Lessee cannot meet the deed condition and terminate this Lease without liability of any kind to LESSEE.

(21) **COVENANT TO OCCUPY:** LESSEE hereby covenants and agrees to continue in occupancy of said Leased Premises as a not-for-profit sailing center consistent with the terms of the deed, and to pay the Rent as agreed during the entire Term of the Lease and hereby expressly covenants to be and remain liable for all damages sustained by LESSOR by virtue of the LESSEE'S failure to continue occupancy of said Leased Premises and failure to pay the Rent as required.

(22) **RESPONSIBILITY FOR DAMAGE TO CONTENTS:** LESSEE covenants and agrees to assume full responsibility for all damage to the personal property and contents of the Leased Premises, whether such personal property is owned by LESSEE or in possession of LESSEE, and agrees to hold LESSOR harmless for any damage to said personal property and contents from any cause whatever. LESSEE shall be responsible for all costs necessary to procure and maintain insurance coverage for the personal property and contents.

(23) **DEFAULT:**

(i) Rent: If the Rent herein reserved for LESSOR, or any part thereof, or any other moneys due LESSOR hereunder, shall not be paid when due or should LESSEE be in default under any other provision of this Lease and should remain in default after written notice to LESSEE of said non-payment or for other default, then in such event LESSOR, without further notice, may at any time thereafter:

(a) Terminate this Lease, reenter the Leased Premises and hold LESSEE liable in damages; or

(b) Reenter the Leased Premises and rent same, with or without the fixtures, furniture and equipment that may be therein, for the account of LESSEE, at such price and on such terms and for such duration of time as LESSOR may determine and shall receive the rent, applying same to the payment of rent or other moneys due hereunder, and LESSEE shall be liable for any deficiency incurred; or

(c) Utilize any and all other remedies now or hereafter existing under the common and statutory laws of the State of Florida. All remedies granted hereunder are deemed cumulative and not exclusive.

(d) Use the Leased Premises consistent with the term of the deed.

(ii) Special conditions: If LESSOR is unable to modify its FLUM or zoning district to allow the use of the Leased Premises for the intended purpose of a not-for-profit sailing center, then this agreement shall automatically terminate, and the Leased Premises shall revert to its Grantor consistent with the terms of the deed. If LESSOR does modify its FLUM and zoning district to allow the use of the Leased Premises for a not-for-profit sailing center, then the following additional conditions apply:

(a) LESSEE must continuously occupy the Leased Premises for its intended purpose of a not-for-profit sailing center. The primary activity on site will be instructional sailing recreation.

(b) In order to allow for the necessary transition and rehabilitation of the site, as well as, to provide for operational restructuring, staffing, and program implementation, LESSEE will have one calendar year from the date of the final order rezoning the Leased Premises to engage in the primary activity on site. After this initial period, LESSEE must continuously maintain operations consistent with the primary activity on site, the use of the property, and the covenant to occupy described herein.

(c) If LESSOR has actual knowledge, information, documents, or facts demonstrating that LESSEE has breached the conditions found in paragraph 23 subsection (ii) (a) and (b) herein, LESSOR will serve written notice upon LESSEE notifying LESSEE of the breach. LESSEE shall have a right to cure the breach within sixty (60) days after receipt of said notice. Upon the failure of LESSEE to cure the breach within said sixty (60) days, LESSOR may enter upon the Leased Premises,

retake management and control of the Leased Premises, and endeavor to find another operator for the sailing center, consistent with the terms of the deed.

(d) If the breach described in paragraph 23 subsection (ii) (b) occurs as a result of a force majeure event, LESSOR and LESSEE will cooperate in good faith to define a reasonably attainable timetable with appropriate benchmarks for LESSOR'S cure and compliance with the terms of this agreement. If LESSEE is unable or unwilling to cure, the terms of paragraph 20 subsection (b) shall apply.

(e) If, after a good faith effort, LESSOR is unable to obtain another operator pursuant to paragraph 23 subsection (ii) (c) hereinabove, LESSOR shall convert the sailing center into a passive park, consistent with the terms of the deed.

(24) **LESSEE'S CANCELLATION RIGHT:** Provided no event of default exists when LESSEE delivers the Cancellation Notice, LESSEE may cancel the Lease upon thirty (30) days' notice to LESSOR, by delivering to LESSOR written notice thereof. Voluntary cancellation by LESSEE shall operate as a concurrence by LESSEE that LESSEE cannot meet the deed condition and terminate this Lease without liability of any kind to LESSEE.

(25) **ATTORNEY'S FEES AND COURT COSTS:** In the event LESSOR incurs any expense in collecting any sum of money due under this Lease for Rent or otherwise, in the event the LESSOR shall bring legal action for the purpose of evicting or ejecting LESSEE from the Leased Premises or if the LESSOR shall bring legal action for the purpose of enforcing performance by LESSEE of any of the several agreements, conditions and covenants contained herein, LESSEE, should the LESSOR prevail in such legal action, covenants and agrees to pay to LESSOR all such expenses and all expenses and costs of litigation, including any appeals, and including a reasonable attorney's fee for LESSOR'S attorney.

(26) **CHOICE OF LAW; VENUE:** This Lease shall be interpreted according to the laws of the State of Florida, and venue for any action regarding this Lease shall lie in a court of competent jurisdiction located in St. Johns County, Florida.

(27) **LEASE NOT RECORDABLE:** This Lease shall not be recorded in the public records of St. Johns County, Florida, and in the event that such Lease is

recorded contrary to this provision, the Lease shall terminate and LESSEE shall be responsible for all attorney's fees and court costs incurred by LESSOR in removing said Lease from said public records.

(28) **NOTICES:** Any notices called for hereunder that are required to be delivered to LESSOR shall be mail to LESSOR, postage prepaid, certified mail, return receipt requested, at the following address:

CITY OF ST. AUGUSTINE
GENERAL SERVICES DEPARTMENT
ATTN: TIMOTHY FLEMING
P.O. Box 210
ST. AUGUSTINE, FLORIDA 32085-0210

For purposes of any notices or correspondence to LESSEE, LESSOR shall mail same, postage prepaid, certified mail, return receipt requested, to the following address:

ST. AUGUSTINE YACHT CLUB, INC.
442 OCEAN VISTA AVENUE
ST. AUGUSTINE, FLORIDA 32080

(29) **NO DISCRIMINATION:** The LESSEE shall not discriminate against employees, applicants for employment, or the public because of age, race, religion, creed, color, handicap, national origin, marital status, or sex.

(30) **SUCCESSORS AND ASSIGNS:** The terms, covenants, conditions, provisions and agreements contained in this Lease shall in every case apply to, be binding upon, and inure to the benefit of the parties herein and their respective successors and assigns; it being agreed, however, that no assignment in violation of the provisions of this Lease shall vest any right or title in or to this Lease or to the leasehold estate thereby created.

(31) **PARTIAL INVALIDITY:** If any term or provision of this Lease or the application thereof to any person or circumstance to any extent, shall be held invalid or unenforceable, the remainder of this Lease shall not be affected thereby, and all other terms or provisions of this Lease shall be deemed valid and enforceable to the extent permitted by law.

(32) **NON-WAIVER:** No waiver or any covenants or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of the same covenants or condition or any other covenants or condition of this Lease.

(33) **ENTIRE AGREEMENT:** This Lease is the entire agreement between the parties, and no amendment or modification to this Lease shall be effective unless made in writing and signed by all parties.

.....

IN WITNESS WHEREOF, LESSOR has caused this Lease to be executed in its name by its duly authorized officers, and its corporate seal to be hereunto fixed, and LESSEE has hereunto set his hand and seal, this _____ day of _____, 2021.

"LESSOR"

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

BY: _____
John P. Regan, City Manager

* * * **SIGNATURES CONTINUE ON THE FOLLOWING PAGE** * * *

Signed, sealed and delivered
in the presence of:

Witness

Print Name: _____

"LESSEE"

ST. AUGUSTINE YACHT CLUB, INC.

BY: _____

Print Name: _____

Witness

Its: _____

Print Name: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle C. Lopez, City Attorney

EXHIBIT "A"

Dock Plans

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, September 27, 2021

The City Commission met in formal session Monday, September 27, 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
Meredith Breidenstein, Assistant City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Todd Grant, Director, Utilities
Reuben Franklin, Director, Public Works
Corey Sakyr, Deputy Director, General Services
Jenny Wolfe, Historic Preservation Officer
David Birchim, Director, Planning and Building
Melissa Wissel, Communications Director
Jennifer Michaux, Police Chief
Laura Morse, Recording Secretary

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Hunter Camp, Memorial Presbyterian Church, delivered the invocation, and Commissioner Sikes-Kline led the Pledge of Allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

MOTION

Commissioner Sikes-Kline **MOVED** to approve the Regular Agenda. The motion was **SECONDED** by Commissioner Horvath and **APPROVED BY UNANIMOUS VOICE VOTE.**

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

(None)

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

The Commission heard from the following members of the public:

- Thomas Smith
- Nancy Grote
- Christina Parrish Stone
- B.J. Kalaidi

Public comment was closed.

5. CONSENT AGENDA

John Regan, City Manager, read the Consent Agenda:

CONSENT AGENDA SEPTEMBER 27, 2021

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON OCTOBER 11, 2021:

- Ordinance 2021-17
- Ordinance 2021-24
- Ordinance 2021-25
- Ordinance 2021-26
- Ordinance 2021-28

CA.3. Reminder of Upcoming Meetings:

- October 11, 2021, 3:00pm, Special Commission Meeting
- October 11, 2021, 5:00pm, Regular City Commission Meeting
- October 25, 2021, 5:00pm, Regular City Commission Meeting
- November 8, 2021, 5:00pm, Regular City Commission Meeting
- December 13, 2021, 5:00pm, Regular City Commission Meeting

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

(None)

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

- Dan Alan Ditmore as trustee of the Dan Alan Ditmore Revocable Trust - 731 Cathedral Place

CA.6. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION / RECOGNITION. (COMMISSION APPROVAL REQUIRED).

(TO BE READ AT A SUBSEQUENT MEETING).

(None)

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

(None)

CA.8. Acceptance of August financial statements. (*M. Simpson, Director Finance*)

CA.9. Approval for payment of invoice from Cavendish Partners, P.A. in the MASCI v. City matter for \$708.00. (*I. Lopez, City Attorney*)

End of Consent Agenda

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

Mr. Regan advised the October 11, 2021 Special Commission Meeting at 3:00 P.M. was cancelled based on discussions at the prior workshop meeting.

5.B. Approval of Consent Agenda

MOTION

Commissioner Sikes-Kline MOVED to approve the Consent Agenda as amended. 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

7.A.1. Sean Lahav, Resiliency Coordinator with Northeast Florida Regional Council will discuss their Covid-19 economic recovery plan designed to bring communities together during this uncontrollable event

Commissioner Horvath welcomed Mr. Lahav and cited his background in public policy, local government planning, intergovernmental relations, and congressional lobbying. She said Mr. Lahav was instrumental in bringing numerous subject experts to the City and keeping the City on track.

Mr. Lahav introduced the Northeast Florida Regional Council (NEFRC) which served seven counties and 25 municipalities, and he recognized Commissioner Horvath for her dedicated service to the NEFRC Board of Directors, and her Council leadership at the State level. He delivered the presentation which included the following:¹

- NEFRC shifted focus to 'economic resilience' during pandemic
- CARES Act grant enabled the establishment of the Northeast Florida Economic Resilience Task Force which developed the 'Northeast Florida Economic Resilience Taskforce Briefing Guide'²
- Task Force focused on infrastructure, broadband access, climate resilience, small business support and relief, and policy recommendations that assisted northeast Florida local communities
- Acknowledged Task Force members Reuben Franklin, Director, Public Works, and Bob Porter, St. Johns Chamber of Commerce

¹ Included with original Commission packet

² Included with original Commission packet

- Partnership opportunities existed between jurisdictions to obtain larger scale resource connections
- Affordable housing and the mental health crisis were two main challenges, and the plan included policy recommendations to enhance resources and utilize American Rescue Plan Act (ARPA) monies
- Florida Housing Coalition provided information on utilization of ARPA funds to support affordable housing objectives³
- \$500 million in ARPA was coming to northeast Florida, and the City would receive approximately \$7.7 million
- ARPA aligned perfectly with the Task Force's Recovery Plan; therefore, all components correlated with federal water and sewer investment priorities, broadband, housing, and neighborhoods
- ARPA focused on long term impacts
- Economic Development Administration announced over \$3 billion in funding opportunities through ARPA, and NEFRC was the designated regional economic development district with federal access to resources and contacts
- Encouraged local governments across northeast Florida to consider how the Northeast Florida Recovery Plan could shape decisions
- Encouraged City to review the Plan and relate it to the City's spending decisions
- Field workshop recently conducted with 20 students on the City's adaptation to sealevel rise and climate change

Mr. Regan questioned Mr. Lahav regarding the vision to implement broadband and options available for the City to proceed in that direction.

Mr. Lahav advised that government was unable to implement broadband alone, and other counties had pushed the private sector for commercial / residential

³ Included with minutes

expansion. He provided an innovative example of the North Florida TPO and their non-profit, Smart North Florida, who performed a pilot program in an east Jacksonville neighborhood where public Wi-Fi transmitters were installed. He concluded the City should consider Wi-Fi tower installation in public places for the public's value.

The Commission thanked Mr. Lahav for his presentation.

7.B. Items of Great Public Importance

(None)

7.C. Other Items Requiring Public Hearing

(None)

8. ORDINANCES AND RESOLUTIONS – PUBLIC HEARING REQUIRED

8.A. Ordinances – Second Reading

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

Isabelle Lopez, City Attorney, reviewed the Ordinance.

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

MOTION

Mayor Upchurch MOVED to approve Ordinance 2021-22 read by title only and passed. The motion was SECONDED by Commissioner Valdes.

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, Valdes, Horvath, Blonder, Sikes-Kline

NAYES: None

MOTION APPROVED UNANIMOUSLY

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

8.B.1. Ordinance 2021-17: (Public Hearing Required) Places "craft alcohol industry" into certain zoning districts.

David Birchim, Director, Planning and Building, reviewed the Ordinance which included the craft alcohol industry definition.

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

MOTION

Commissioner Sikes-Kline MOVED to pass Ordinance 2021-17 on first reading read by title only. The motion was SECONDED by Commissioner Blonder.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2021-17

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 28, SECTIONS 28-165, 28-167, 28-207, 28-209, AND 28-226 TO ALLOW FOR CRAFT ALCOHOL INDUSTRIES AS A PERMITTED USE; AMENDING CHAPTER 28, SECTIONS 2-184, 28-185, 28-206, AND 28-208 TO ALLOW FOR CRAFT ALCOHOL INDUSTRIES AS A PERMITTED USE BY

EXCEPTION; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Horvath indicated an error in the short version read by Ms. Lopez.

Ms. Lopez advised the online agenda packet contained the incorrect version.

Mr. Birchim read the correct Ordinance:

ORDINANCE NO. 2021-17

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

VOTE ON MOTION

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

8.B.2. Ordinance 2021-28: (Public Hearing Required) As required by Florida law, this ordinance adopts a Property Rights Element into the City's Comprehensive Plan.

Mr. Birchim reviewed the Ordinance which was comprised of the State's specific requested language as recommended by the Planning and Zoning Board (PZB).

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

MOTION

Commissioner Sikes-Kline MOVED to pass Ordinance 2021-28 on first reading, read by title only. The motion was SECONDED by Commissioner Horvath.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2021-28

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE CITY OF ST. AUGUSTINE 2040 COMPREHENSIVE PLAN TO INCORPORATE CHANGES REQUIRED BY HOUSE BILL 59; HOUSE BILL 59 REQUIRES THAT LOCAL GOVERNMENTS ADOPT A PROPERTY RIGHTS ELEMENT INTO THE COMPREHENSIVE PLAN; PROVIDING FOR INCLUSION IN THE COMPREHENSIVE PLAN OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON MOTION

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

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 2021-24: Amends Section 2905 of the city Code to provide the city with the ability to increase the

Single-Family Unit Stormwater Utility Fee by Resolution.

Mark Simpson, Director, Financial Services, reviewed the Ordinance which made Stormwater Utility Fee increases uniform with other utility fee increases, and allowed the City to increase the Stormwater Utility Fee rates through a resolution, hence making the process more consistent.

Mayor Upchurch requested clarification that any increase, whether for specific needs of the Fund or for cost of living, must come back to the Commission.

Ms. Lopez advised the Ordinance required a resolution and Commission approval, but only if the Stormwater Utility Fee adjustment was above the Consumer Price Index (CPI). She stated City Code allowed the CPI adjustment by the City Manager.

Mr. Simpson indicated that a CPI rate increase would be included on the Consent Agenda.

Mayor Upchurch was not amiable to the Commission delegating its authority for an automatic rate increase, even if by CPI, and rate increases should always be an intentional Commission decision.

Commissioner Sikes-Kline agreed with Mayor Upchurch and stated the ability to place rate increases on the Consent Agenda could be dangerous. She asked if the change from ordinance to resolution was appropriate, since this was the only instance a Fee increase was not handled with a resolution.

Mr. Simpson stated that Solid Waste, Utility, and Water and Sewer Fee increases were by resolution, and he was unsure the reason Stormwater Fees required an ordinance. He noted if all utilities had a consistent method of adjustment, it would simplify customer notifications.

Mr. Regan was not comfortable with the ability to raise rates without public input.

Ms. Lopez advised the Ordinance could be revised for a new first reading.

There was Commission consensus for Ms. Lopez to revise the Ordinance to reflect that all increases, regardless of the reason, were to come before the Commission.

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).

Mr. Birchim reviewed the Ordinance which included the PUD uses and limitations and noted the PZB recommended re-zoning on August 10th.⁴ He stated the applicant's representative was present for questions.

Commissioner Sikes-Kline requested the parameters on permitted uses and asked the applicant to consider removal of tattoo parlors from permitted uses.

Gary Davenport, attorney for applicant, indicated tattoo parlors could be removed from permitted uses and the applicant was amiable to requests for changes within the zoning; however, they wanted to maintain property rights.

Commissioner Blonder stated the PZB discussed the previous Ordinance iteration at length, and she confirmed with Mr. Birchim the five townhomes option in the PUD was void, and the applicant provided the legal description and had title insurance; therefore, it was assumed the description was true and accurate.

Commissioner Blonder expressed concerns with the following:

- PUD was small and lacked significant public benefit as referenced in Section 9

⁴ Included with original Commission packet

- The number of parking lot curb cuts seemed excessive and not commensurate with enhancing bicycle and pedestrian safety
- Absence of a seating chart as acknowledged by several PZB members
- Focus on entirely native species in the Landscape Plan, perhaps add a rain garden, and increase public benefit by irrigation reduction and water use
- Enforcement of the Rideshare program; applicant was dependent on program for their parking spaces

Mr. Davenport replied with the following information:

- Primary public benefit was redevelopment of property in significant disrepair with placement of a coffee shop, bakery, and pedestrian area
- Applicant would provide their own parking with no impact to City parking
- Designer would be asked to review the curb cut reduction request
- Three separate uses were proposed at the location, each owner would submit development plan approvals, and the parking would drive the seating
- Developer's partner was familiar with, and promoted the use of, native plant species

Commissioner Horvath requested the review of the three entryways from DeSoto Place to the property parking lot. She stated the determining factor for parking would be the lunchtime crowd, since two restaurants would be operating simultaneously.

Mr. Davenport acknowledged peak parking would be in evening hours at dinner, and valet parking would exist and be expected from patrons based on the restaurant style.

MOTION

Commissioner Valdes MOVED to approve Ordinance 2021-25 on first reading and place on second reading.

The motion was SECONDED by Commissioner Sikes-Kline.

Ms. Lopez read the title as follows:

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-I) AND RESIDENTIAL GENERAL ONE (RG-I) 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.

Mayor Upchurch highlighted Commissioner Blonder's comments and stated the curb cuts detracted from walkability. He was extremely pleased the applicant planned to paint the building with the Feed Store historic look and preserve original signage. He questioned the reason the applicant chose a PUD.

Mr. Davenport advised their other option was CL2 Zoning, and PZB was not amiable. He noted that forcing the project into a PUD had been challenging, and thankfully Mr. Birchim had assisted them.

Commissioner Sikes-Kline indicated the Planning and Building applications should be remarkably clear on any deviations when a PUD was requested, and the issue was evident since Mayor Upchurch had to ask the applicant about their application. She concluded this was discussed in the past, to no avail, and it required a future solution.

VOTE ON MOTION

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

9.A.3. Ordinance 2021-26: Establishes a maximum impervious surface (ISR) ratio of 70% for Single Family Residential Dwelling development.

Mr. Birchim reviewed the Ordinance, which was consistent with the County's maximum ISR, part of resiliency efforts, and recommended by the Building Code Task Force (BCTF).

The Commission and Mr. Birchim discussed:

- Ordinance was a great idea since there were currently no restrictions
- Final recommendation from the BCTF instructed staff to have a more robust grading and drainage plan submitted with the building permit package for new single-family homes
- Program was created and presented to the PZB who debated the creation of incentives for stem wall construction or pier foundation, but meaningful incentives were not found
- Building permits were currently pulled at such a rapid rate by builders constructing spec homes without concern for anything but the bottom line
- Ordinance did not apply to master plan communities with their own water management district permits
- Should educate people on community benefits of proper home construction
- HP districts had an 80% maximum impervious surface ratio, because of a 70% maximum lot coverage; therefore, constructing two-story Spanish colonials on 40' lots would not be affected

Commissioner Blonder expressed appreciation for the work on the topic.

Mayor Upchurch stated the Commission was very supportive of the BCTF work, happy to support staff, and he encouraged the continuance of ideas.

MOTION

Mayor Upchurch MOVED that Ordinance 2021-26 be read by title only, passed and moved to second reading. The motion was SECONDED by Commissioner Blonder.

Ms. Lopez read the title as follows:

ORDINANCE No. 2021-26

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 28, SECTION 28-2 TO AMEND THE DEFINITION OF IMPERVIOUS SURFACE; CREATING A DEFINITION OF MASTER PLANNED COMMUNITY; CREATING SECTION 28-160 DIVISION 3 RESIDENTIAL DISTRICTS TO PROVIDE FOR REGULATIONS RELATED TO IMPERVIOUS SURFACES FOR SINGLE FAMILY RESIDENTIAL DWELLINGS NOT WITHIN MASTER PLANNED COMMUNITIES; AMENDING CODE SECTIONS 28-187 AND 28-188 TO CREATE AN IMPERVIOUS SURFACE RATIO (ISR) REQUIREMENT FOR HISTORIC DISTRICTS HP-1, HP-2, HP-3 AND HP5; 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.

VOTE ON MOTION

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

9.B. Resolutions

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

Mr. Birchim reviewed the Resolution, noted the last fee schedule update was four years ago, and he summated the updates.

MOTION

Mayor Upchurch MOVED approval of Resolution 2021-38. The motion was SECONDED by Commissioner Sikes-Kline.

VOTE ON MOTION⁵

AYES: Upchurch, Sikes-Kline, Valdes, Horvath

NAYES: None

MOTION APPROVED UNANIMOUSLY

10. STAFF REPORTS AND PRESENTATIONS

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

Jenny Wolfe, Historic Preservation Officer, thanked the Commission for attending the open house at the Waterworks Building. She advised that Corey Sakryd, Deputy Director, General Services, was present to observe Commissioner comments and suggestions on locating an occupant for the building.

Ms. Wolfe delivered the presentation which included discussion of the current site, building conditions, and an evaluation of potential uses.

Mr. Sakryd reviewed the community survey submitted, pursuant to interior grant application requirements, to determine what venue the public would find attractive, and the potential businesses envisioned at the

location.⁶ He discussed the site limitations, disclosures, and potential options.

Ms. Wolfe and Mr. Sakryd highlighted the following information:

- Second flood was uninhabitable, not fire rated or structurally sound, did not have correct floor decking, original truss was present and could not be removed, air handler equipment was present, and the space would never be available for programming
- Parking was largest limitation with National Guard use every other weekend in accordance with their lease
- Survey revealed high impact community access preferred, with many unique citizen memories of the area
- Survey revealed low impact businesses preferred, such as coffee shops and food vendors
- Survey showed 33% of people wanted community use of the building
- Examples of Palatka and Gainesville provided for their uses of waterworks buildings
- Building did not contain equipment to retain as a waterworks pumping station
- Budget encouraged for Master Landscape Plan for building and connecting adjacent facilities for the long-term benefit of the property
- Commission priorities from September 2018 meeting reviewed when survey initially presented

Commissioner Sikes-Kline thanked Ms. Wolfe and Mr. Sakryd. She stated the City needed to provide exceptional service, encourage arts, adhere to strategic objectives, provide civic engagement, preserve community character, and proactively, not passively, manage the building. She advised the Cultural Council proposed to proactively manage the building, and their mission alignment would be an excellent fit with the City's. She was

⁵Commissioner Blonder was absent for the vote

⁶ Included with original Commission packet

prepared to make a motion to instruct Mr. Regan to begin assimilating the proposal parameters for collaboration.

Commissioner Blonder indicated the location was 'near and dear' to her based on personal experience, and she would be distressed if it became another tourism focused facility. She continued that families were without places to congregate and citizens needed more interaction; however, placement of a County organization, regardless of the focus, gave her pause. She was concerned that office space took away from community activities and the City should be selective of any partnership while focusing on opportunities for citizens and families.

Commissioner Valdes stated citizen tax dollars paid for the building renovation and they sacrificed a lot to live in St. Augustine. He believed the City should explore options which provided an opportunity to give back to those who paid. He said the building was the only location with potential for a City ran community center, such as the Galimore Center, to become an epicenter for citizens of North City in conjunction with the existing park and playground. He appreciated the Cultural Council's intentions, which he said should be explored cautiously to avoid their uses and exhibitions gradually excluding local use; however, he believed they would have no issue finding another location.

Commissioner Horvath saw the building's value to the entire campus. She stated the Cultural Council had no proposal on the table, and the location should be a nucleus to both the neighborhood and all of St. Augustine, not just North City. She was warm to the Cultural Council idea but stated more was required from them on their operations, such as the duration it would be open to the public during the week and weekends, and would they work with the City on staffing. She concluded her interest in their proposal and any others.

Commissioner Sikes-Kline suggested there were many common threads among the Commissioners with the building ideas, and the decision required a combination of their discussion with how to achieve the result.

Mr. Regan indicated conversations with Ms. Stone determined that a partnership would require a significant discussion of details. He noted a letter from the Main library indicated their willingness to participate with whomever managed the building in association with children's programming. He concluded a few groups expressed interest with nothing to follow, staff had presented great options, and deeper negotiations were required to understand any partnership.

Mayor Upchurch admired that the project was referred to as a campus, it was St. Augustine community focused, and should be proactively managed. He desired to see what Mr. Regan could negotiate with the groups, while looking through the lens of how the North City community would be served.

MOTION

Commissioner Sikes-Kline MOVED to ask the City Manager to proceed with beginning talks with entities that had approached the City; Main Library, Classic Theatre, Cultural Council, to see feasibility of possibilities, and to scope the parameters of a landscape plan cost. The motion was SECONDED by Commissioner Valdes.

Commissioner Blonder concurred with Commissioner Valdes' statements and noted the City was not receiving their fair share from the County with current infrastructure demands. She asked to amend the motion to request staff prepare a 'pros and cons' for potential partnering versus a City managed community center, a community survey for detailed input, and a cost and benefit analysis.

Commissioner Sikes-Kline was not amiable to the amendment and stated the Galimore Center was operated with passive management which was not what was proposed for the building.

Commissioner Valdes stated the Galimore Center activities gave back to the citizens of St. Augustine and this was not about management style, but services which benefitted the City first.

Commissioner Horvath saw the building as a vibrant arts infusion for the community and not a recreational facility like the Galimore Center, and she believed it made sense to have someone in the building with a small office space. She was advised by Mr. Regan the Galimore Center was hard to book, used frequently, and the \$35 per hour fees just covered operational costs.

Mr. Regan suggested the Commission review their goals for the building and whether the options presented could deliver on those goals, and that expectations be reviewed at the next meeting.

Mayor Upchurch clarified that the motion on the table directed the City Manager to negotiate with the Cultural Council and related entities, and Commissioner Sikes-Kline was unwilling to accept the amendment requested by Commissioner Blonder. He asked the Commission to vote on the motion which would determine whether another motion should be made.

VOTE ON MOTION

AYES: Sikes-Kline, Horvath

NAYES: Upchurch, Valdes, Blonder

MOTION FAILED 2/3

MOTION

Mayor Upchurch MOVED to ask the City Manager to proceed with beginning talks with entities that had approached the City; Main Library, Classic Theatre, Cultural Council, to see feasibility of

possibilities, and to scope the parameters of a landscape plan cost, with consideration of another paired alternative of a City operated facility. The motion was SECONDED by Commissioner Blonder.

VOTE ON MOTION

AYES: Upchurch, Blonder, Valdes, Horvath

NAYES: Sikes-Kline

MOTION APPROVED 4/1

The Commission thanked Ms. Wolfe for her years of service, and Commissioner Horvath presented her with a parting gift of appreciation.

Ms. Wolfe thanked the Commission, noted appreciation for everyone she worked with, and stated the open house at the Waterworks Building was a career highlight.

11. ITEMS BY CITY ATTORNEY

(None)

12. ITEMS BY CITY CLERK

12.A. Request for two appointments to the Planning and Zoning Board.

Darlene Galambos, City Clerk, stated seven applications were received which included a current PZB member. She distributed ballots to the Commission which included the following candidates:

- J. Carl Blow
- Christina Griggs
- Veronico Recore
- Charles Pappas
- Ashleigh Barnes
- Judith Burdan
- Matthew Shaffer

Ms. Galambos reviewed the votes:

Mayor Upchurch:

- Carl Blow

- Charles Pappas

Commissioner Horvath:

- Carl Blow
- Ashleigh Barnes

Commissioner Blonder:

- Carl Blow
- Charles Pappas

Commissioner Sikes-Kline:

- Carol Blow
- Charles Pappas

Commissioner Valdes:

- Carl Blow
- Veronica Recore

Ms. Galambos indicated the newly elected PZB members were Carl Blow and Charles Pappas.

Mayor Upchurch thanked Mr. Pappas for his willingness to serve in the capacity.

Ms. Galambos advised she would advertise for the vacancy left on the Code Enforcement Board by Mr. Pappas.

13. ITEMS BY CITY MANAGER

13.A. Presentation of City Manager performance evaluation form to Commissioners.

Mr. Regan advised the Commission a guide was available to assist in their review with qualities and characteristics sought in a City Manager. He requested to present a year-end summary of accomplishments at the October 11th meeting.

Mayor Upchurch asked that Lucy Fountain, Administrative Assistant, provide the guide to the Commission.

14. ITEMS BY MAYOR AND COMMISSIONERS

Commissioner Blonder commended Ms. Wolfe for preparation and distribution of the Flood Guidance for Historic Properties brochure and the upcoming changes to partial demolition guidelines. She admired the actions of the City and staff on these issues.

Commissioner Sikes-Kline indicated the City was currently renewing architectural guidelines for historic preservation, and the first National Alliance of Preservation Commissions workshop had taken place. She acknowledged Ms. Wolfe's involvement, and stated the next online virtual public workshop was through Zoom on September 28th at 5:30 and was part of the series of Architectural and Demolition Guideline Review which was an extremely important and long overdue work effort. She was disappointed in community participation with the first workshop and hoped to gain more attention for the second one.

Commissioner Sikes-Kline reminded the Commission of the resource page for elected officials on the Florida League of Cities website, who was conducting a workshop September 28th regarding broadband communities and ARPA money use, and Mr. Regan had the information.

Commissioner Sikes-Kline thanked Commissioner Valdes for his very important work with resiliency and building codes and the great progress made, despite all the difficulties surrounding historic buildings.

Commissioner Sikes-Kline requested Commission support to instruct Mr. Regan to review methods available for protecting the original Romanelli Lions on the west side of the Bridge of Lions. She stated past discussions of the topic went nowhere, the Lions were irreplaceable and fragile, it was vital to protect them from automobiles and people climbing, and the issue had been prolonged for too many years.

There was Commission consensus for Commissioner Sikes-Kline's request.

Mr. Regan acknowledged the urgency of protecting the Romanelli Lions. He advised the topic was discussed at a staff level which determined a consultant was necessary, and in mid-October he would ask fellow World Monument Fund board members for consultant suggestions at their meeting.

15. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:12 P.M.⁷

Tracy Upchurch, MAYOR

Darlene Galambos, CITY CLERK

⁷ Transcribed by Laura Morse

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, October 11, 2021

The City Commission met in formal session Monday, October 11, 2021 at 5:02 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
Roxanne Horvath, City Commissioner
John Valdes, City Commissioner

Absent: Nancy Sikes-Kline, Vice Mayor/City Commissioner
Barbara Blonder, City Commissioner

John Regan, City Manager
Meredith Breidenstein, Assistant City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Jim Piggot, Director, General Services
Reuben Franklin, Director, Public Works
David Birchim, Director, Planning and Building
Melissa Wissel, Communications Director
Jennifer Michaux, Police Chief
Laura Morse, Recording Secretary

INVOCATION AND PLEDGE OF ALLEGIANCE

Reverend Tim Fleming, Christ Church, delivered the invocation, and Mayor Upchurch led the Pledge of Allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

Mayor Upchurch requested that *Item 3.A. Certificate of Recognition 2021-05CR* be removed from the Regular Agenda, placed on the Consent Agenda for approval, and presented at the next Commission meeting.

MOTION

Mayor Upchurch MOVED to approve the Regular Agenda as revised. The motion was SECONDED by Commissioner

Horvath and APPROVED BY UNANIMOUS VOICE VOTE.

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

3.A. Certificate of Recognition 2021-05CR issued to The Limelight Theater in celebration of 30 years as St. Augustine's Community Theatre

Item administratively removed from the Regular Agenda and placed on the Consent Agenda.

3.B. Proclamation 2021-16: Proclaims October 2021 as Domestic Violence Awareness month

Commissioner Horvath read the Proclamation which was accepted by Ms. Peel, Betty Griffin House.

3.C. Proclamation 2021-19: Proclaims October 18-24, 2021 as Florida City Government Week

Mayor Upchurch read the Proclamation which was accepted by Melissa Wissel, Communications Director, City of St. Augustine.

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

The Commission heard from the following members of the public:

- Regina Gayle Phillips
- Mary Cobb
- Ed Slavin
- John Grapsas
- B.J. Kalaidi

Public comment was closed.

5. CONSENT AGENDA

John Regan, City Manager, read the Consent Agenda:

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON OCTOBER 25, 2021:

- Ordinance 2021-24
- Ordinance 2021-25
- Ordinance 2021-27
- Ordinance 2021-28

CA.3. Reminder of Upcoming Meetings:

- October 25, 2021, 3:00pm, Special City Commission Meeting (Resiliency)
- October 25, 2021, 5:00pm, Regular City Commission Meeting

- November 8, 2021, 5:00pm, Regular City Commission Meeting

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

- September 9, 2021, City Commission Special Meeting
- September 9, 2021, Special Meeting Community Redevelopment Agency
- August 19, 2021, City Commission Special Budget Meeting
- August 19, 2021, Community Redevelopment Agency Special Budget Meeting
- August 23, 2021, City Commission Regular Meeting

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

- Jeanette Gilmore - 1334 Truman Drive

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

(None)

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

(None)

CA.8. Approval of final subdivision plat for Woodward Place (Replat). (*D. Birchim, Director Planning and Building*)

CA.9. Fourth quarter legal report. (*I. Lopez, City Attorney*)

End Consent Agenda

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

Mayor Upchurch restated the change made in Item 2.A.

5.B. Approval of Consent Agenda

MOTION

Commissioner Horvath MOVED to approve the Consent Agenda as modified. The motion was SECONDED by Mayor Upchurch.

VOTE ON MOTION

**AYES: Horvath, Upchurch, Valdes
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

(None)

7.C. Other Items Requiring Public Hearing

(None)

8. ORDINANCES AND RESOLUTIONS – PUBLIC HEARING REQUIRED

8.A. Ordinances – Second Reading

8.A.1. Ordinance 2021-17: Places "craft alcohol industry" into certain zoning districts

David Birchim, Director, Planning and Building, reviewed the Ordinance which

included the zoning districts with permissible use as a matter of right, or as use by exception for 'craft alcohol industry.'

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

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

ORDINANCE NO. 2021-17

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

VOTE ON MOTION

**AYES: Upchurch, Horvath, Valdes
NAYES: None
MOTION APPROVED UNANIMOUSLY**

8.A.2. Ordinance 2021-26: Establishes a maximum impervious surface (ISR) ratio of 70% for Single Family Residential Dwelling development

Mr. Birchim reviewed the Ordinance and the zoning districts affected, which had received a positive recommendation by the Planning and Zoning Board (PZB).

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

- Ed Slavin
- B.J. Kalaidi

Public hearing was closed.

Commissioner Valdes responded to Ms. Kalaidi that previous lot coverage was at 100%, and although 70% was still not small enough, it was a step in the right direction.

MOTION

Commissioner Valdes MOVED to pass Ordinance 2021-26 on second reading, read by title only. The motion was SECONDED by Commissioner Horvath.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2021-26

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 28, SECTION 28-2 TO AMEND THE DEFINITION OF IMPERVIOUS SURFACE; CREATING A DEFINITION OF MASTER PLANNED COMMUNITY; CREATING SECTION 28-160 DIVISION 3 RESIDENTIAL DISTRICTS TO PROVIDE FOR REGULATIONS RELATED TO IMPERVIOUS SURFACES FOR SINGLE FAMILY RESIDENTIAL DWELLINGS NOT WITHIN MASTER PLANNED COMMUNITIES; AMENDING CODE SECTIONS 28-187 AND 28-188 TO CREATE AN IMPERVIOUS SURFACE RATIO (ISR) REQUIREMENT FOR HISTORIC DISTRICTS HP-1, HP-2, HP-3 AND HP-5; 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.

VOTE ON MOTION

AYES: Valdes, Horvath, Upchurch

NAYES: None

MOTION APPROVED UNANIMOUSLY

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 2021-24: 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.

Meredith Breidenstein, Assistant City Manager, reviewed the Ordinance which made the fee increase process consistent with other Funds and ensured adjustments to the Stormwater Utility Fee could not be made without Commission approval through a Resolution.

MOTION

Commissioner Horvath MOVED to approve Ordinance 2021-24 read by title only. The motion was SECONDED by Commissioner Valdes.

Ms. Lopez read the title as follows:

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.

VOTE ON MOTION

AYES: Horvath, Valdes, Upchurch
NAYES: None
MOTION APPROVED UNANIMOUSLY

9.A.2. 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.

Mr. Birchim reviewed the Ordinance which included a change to the fees required for PZB applications.

MOTION

Mayor Upchurch MOVED to pass Ordinance 2021-27 on first reading, read by title only. The motion was SECONDED by Commissioner Horvath.

Ms. Lopez read the title as follows:

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.

VOTE ON MOTION

AYES: Upchurch, Horvath, Valdes
NAYES: None
MOTION APPROVED UNANIMOUSLY

9.B. Resolutions

(None)

10. STAFF REPORTS AND PRESENTATIONS

10.A. Eddie Vickers Park basketball courts renovation plan.

Jim Piggott, Director, General Services, reviewed the topic which included a request for Commission consensus on City staff recommendations to St. Johns County for repair or renovation of the four basketball courts using ARPA funds, which the County allocated at \$211,000 for the project.

Commission discussion ensued with Mr. Piggott and Ryan King, St. Johns County Director of Parks and Recreation, regarding the difficulty in gauging the courts use due to the disrepair, decreased youth population in area, lighting courts to create activity (not currently included in funding), and staff's suggestion to repair two courts and add two paddle / tennis courts.

MOTION

Mayor Upchurch MOVED to recommend the refurbishment of two of the basketball courts and accept staff's recommendation that the balance of the space be used for paddle / tennis courts with the understanding they would also function as pickleball courts. The motion was SECONDED by Commissioner Horvath and APPROVED BY UNANIMOUS VOICE VOTE.

10.B. Julia's (Bird) Island presentation by Jean Olbert, Regional Shorebird Biologist with the Florida Fish and Wildlife Conservation Commission and J.B. Miller, Land Management Coordinator.

Mr. Miller reviewed the history of Bird Island and introduced Ms. Olbert.

Ms. Olbert discussed the five species of shorebirds and seabirds that nested on Bird Island and the Island's importance to their existence. She reviewed habitat loss from erosion, vegetation, predators, and humans, and the efforts made by Florida Shorebird Alliance, Florida Wildlife Commission, volunteers, and non-profits to protect the birds. She concluded the primary goal was to increase the species population 10% in ten years.¹

Mayor Upchurch confirmed with Ms. Olbert that the Commission required no action.

Commissioner Valdes cited northeast Florida's tremendous growth, and he asked Ms. Olbert if natural environment impacts could be projected based on other locations, such as Tampa Bay or Charlotte Harbor.

Ms. Olbert advised the impacts could not be projected; however, alternate solutions were sought to protect the habitat, along with working Statewide to ensure they were apprised of any issues with other areas.

Mr. Miller concluded the presentation and noted there were plans to manage, monitor, investigate, protect, and improve the nesting habitat qualities for the birds.

Commissioner Horvath expressed her pleasure for these efforts.

11. ITEMS BY CITY ATTORNEY

(None)

12. ITEMS BY CITY CLERK

(None)

13. ITEMS BY CITY MANAGER

Mr. Regan reviewed his memorandum to the Commission which thoroughly highlighted departmental performances and achievements during fiscal year 2020/2021 and would assist the Commission with his performance evaluation. He acknowledged the City's elected leaders for their guidance, and department Directors and staff for their professionalism, tenacity, hard work, and influence, despite significant societal complications. He noted the privilege to work with a fantastic group of people and stated the civility of the Commission set the standard for the entire City.

Mr. Regan requested remembrance of City employees, friends, and family members who had suffered or passed during the Covid-19 pandemic.

Mayor Upchurch expressed appreciation for Mr. Regan's summary and the memorandum. He noted past attempts at providing a composite review of Mr. Regan's performance were unsuccessful; therefore, he urged the Commissioners to individually communicate with Mr. Regan. He stated it was a joy to work with Mr. Regan, and a performance grade of 97 or 98 would be given based on his intelligence, ethics, character, energy, kindness, compassion, professional expertise, and ability to adapt and continue forward during trials and unforeseen events. He thanked Mr. Regan for his service to the City.

Commissioner Horvath concurred with Mayor Upchurch's comments, appreciated Mr. Regan's humor, and thanked him for the synopsis of accomplishments and current events which made her extremely proud of City staff.

Commissioner Valdes echoed everything spoken by Mayor Upchurch and Commissioner Horvath, commended Mr. Regan for his problem-solving ability and proactive approach, and acknowledged what a pleasure it was to work with him.

¹ Presentation included with original Commission packet

14. ITEMS BY MAYOR AND COMMISSIONERS

(None)

15. ADJOURNMENT

There being no further business, the meeting was adjourned at 6:27 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 22, 2021

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 900 W. 4TH STREET**

Enclosed is a Satisfaction and Release of Mortgage for 900 W. 4th Street, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine and Shakia Collier. The mortgage was recorded in the Public Records of St. Johns County on November 18, 2019. 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 November 8, 2021 City Commission meeting.

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

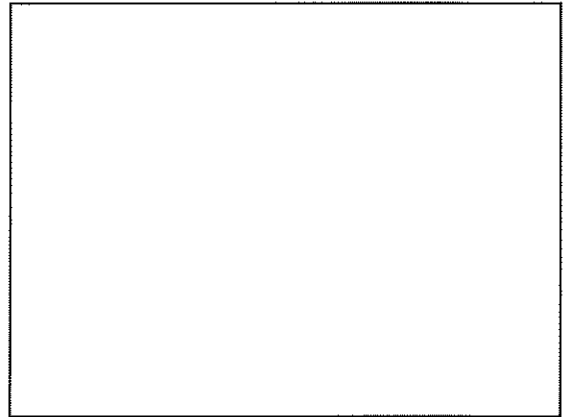


Isabelle C. Lopez
City Attorney

/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 **SHAKIA COLLIER**, whose address is 900 W. 4th 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 25, 2019, recorded at Official Records Book 4832, Page 1547, 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 4832, Page 1547, 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 23 AND 24 BLOCK 27 OF F. M. CLARK'S SUBDIVISION OF THE WEST HALF OF THE HUERTAS GRANT IN AUGUSTINE, ACCORDING TO PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA, IN MAP BOOK 1, PAGE 77, AND

LOT 1, BLOCK 27 OF F. M. CLARK'S SUBDIVISION OF WEST HALF OF HUERTAS GRANT, ACCORDING TO MAP THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA, IN MAP BOOK 1, PAGE 77.

PARCEL ID NUMBER: 131850-0000

LOCATION ADDRESS: 900 W. 4TH STREET, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

THIS MORTGAGE, by and between **Shakia Collier** whose address is 900 W. 4th Street, St. Augustine, FL 32084 (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 \$56.66 for 120 months, with the first payment due November 15, 2019.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this
October 25th 2019

Signed, sealed and delivered in the presence of:

Amanda Anderson
Witness
Printed Name: Amanda Anderson

Elise Hunter
Witness
Printed Name: Elise Hunter

BY: Shakia Collier
(Printed Name) Shakia Collier
(Address) 900 W 4th Street

*** 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, **Shakia Collier**, who is personally known to me or who has produced Driver's 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 October 25th, 2019

Amanda Anderson
Notary Public, State of Florida

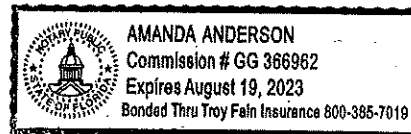


Exhibit "A"

LEGAL DESCRIPTION

Lots 23 and 24, Block 27 of F. M. Clark's Subdivision of the West Half of the Huertas Grant in Augustine, according to plat thereof on file in the office of the Clerk of the Circuit Court of St. Johns County, Florida, in Map Book 1, page 77, and

Lot 1, Block 27 of F. M. Clark's Subdivision of West Half of Huertas Grant, according to map thereof on file in the office of the Clerk of the Circuit Court of St. Johns County, Florida, in Map Book 1, page 77.

Parcel: 1318500000

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: Shakia Collier
ADDRESS: 900 W. 4th Street
St. Augustine, FL 32084

\$5,266.00

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at **900 W. 4th Street, St. Augustine, FL 32084**, 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 **5,266.00 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **5.31 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **56.66 Dollars**, commencing on **November 15, 2019** 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 25, 2019 in the presence of:

Amanda Anderson

Witness

Printed Name: Amanda Anderson

Elise Hunter

Witness

Printed Name: Elise Hunter

BY:

Shakia Collier
(Printed Name) Shakia Collier
(Address) 900 W. 4th Street

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

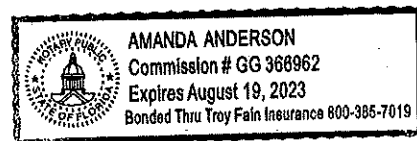
STATE OF Florida

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, **Shakia Collier**, who is personally known to me or who has produced Driver's 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 October 25, 2019

Amanda Anderson
Notary Public, State of Florida



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: November 8, 2021

RE: Final Subdivision Plat Approval – Pelican Reef, Phase 6

The Pelican Reef subdivision is a private community located on Anastasia Island at the western end of Cassanova Road. Phase 6 of this subdivision consists of 13 lots and they are located on the south side of the community. The property is zoned Residential Single family-two (RS-2).

The Planning and Zoning Board reviewed and recommended approval for the Pelican Reef subdivision plat on October 5, 1989 and most of the subdivision has been approved, recorded and developed.

The City Commission approves all final subdivision plats prior to recordation according to Section 25-40 of the City Code.

Section 25-40 Final Plat

(a) The final plat approval can only be granted by the city commission in an open public meeting after review and recommendation by the planning and zoning board.

(b) The final plat shall be prepared by a currently registered surveyor or engineer of the State of Florida. The submittal must be one (1) original drawing and one (1) copy made in conformance with F.S. § 177.091. The city commission may grant approval of plats with slight variations provided that the variations do not conflict with the requirements of F.S. ch. 177.

(c) In addition, a drawing prepared on the same material as the final plat must be submitted for the property appraiser showing only dimensions of lots, rights-of-way and easements. This drawing must be to a scale of one (1) inch equals two hundred (200) feet and the sheet size must be twenty-two (22) inches by thirty-two (32) inches or smaller with a one-half-inch margin all around.

Please place final subdivision plat approval for Pelican Reef, Phase 6 on the November 8, 2021 City Commission consent agenda.



David Birchm, AICP
Director, Planning and Building

MAP BOOK PAGE

SHEET 1 OF 3 SHEETS
SEE SHEET 2 FOR NOTES

ADDRESS

DAY OF _____ 2021, THE
CITY OF ST. AUGUSTINE, FL.
SHALL NOT BE DEEMED AS RETURNING

DATA

CITY CLERK

DY

WAS BEEN EXAMINED AND APPROVED AND THAT IT COMPLIES
PART I, CHAPTER 177, FLORIDA STATUTES, AND IS
OF THE PUBLIC RECORDS OF SA . VOLUME

bioRxiv preprint doi: <https://doi.org/10.1101/2019.07.08.236000>; this version posted July 10, 2019. The copyright holder for this preprint (which was not certified by peer review) is the author/funder, who has granted bioRxiv a license to display the preprint in perpetuity. It is made available under aCC-BY-NC-ND 4.0 International license.

AS WITH EXAMINING AND ADDRESSING THE NEW APPROACH

[illegible]

 TOR
 HAS BEEN EXAMINED AND APPROVED BY THE CITY FINANCE

Abstract

WAS BEEN EXAMINED AND APPROVED BY THE CITY MANAGER
OF DALLAS COUNTY, FLORIDA ON THIS

WAS BEEN EXAMINED AND APPROVED BY THE DIRECTOR OF
FOR THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY.

DE ARHIVUL DE LA

2010

AS BEEN EXAMINED AND APPROVED BY CITY PUBLIC WORKS
ENGINEER, ST. JOHNS COUNTY, FLORIDA ON THIS

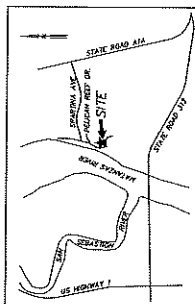
PUBLIC WORKS

28 03 1974

11437 CENTRAL PARKWAY, SUITE 107
JACKSONVILLE, FLORIDA 32228
TELEPHONE (904) 721-1228

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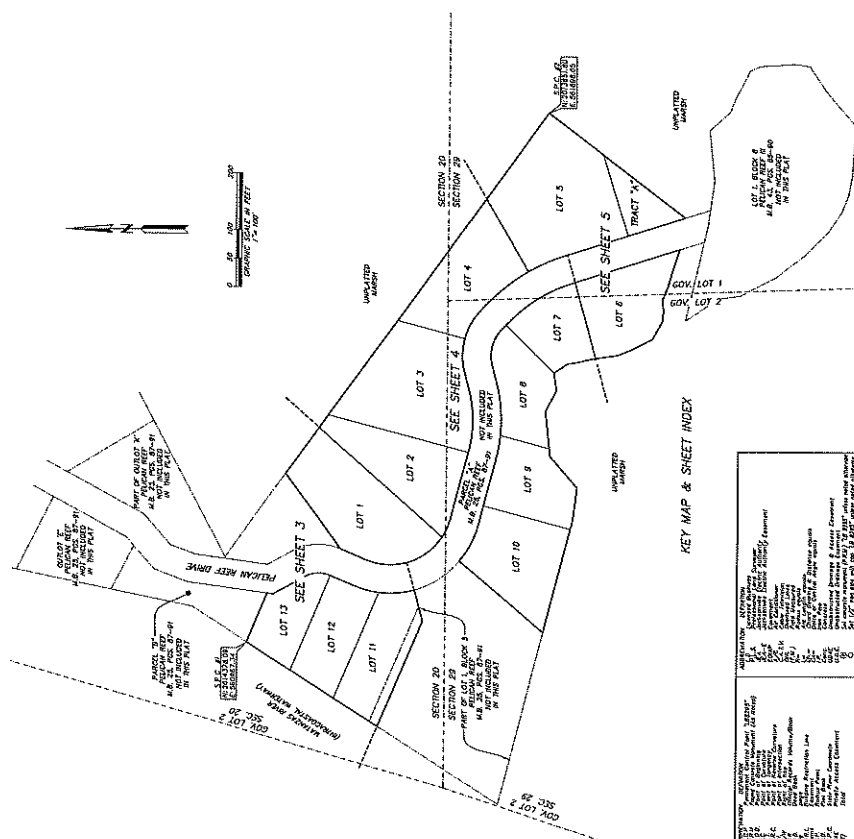
A PORTION OF SECTIONS 20 AND 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, AND BEING A REPLAY OF A PART OF OUTLOT 'M', TOGETHER WITH REPLAY OF OUTLOT 'N', TOGETHER WITH A REPLAY OF A PART OF LOT 1 AND OUTLOT 'O', ALL BEING WITHIN BLOCK 5, AS SHOWN ON THE PLAY OF PELICAN REEF, RECORDED IN MAP BOOK 25, PAGES 87 THROUGH 91, INCLUSIVE OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



NEIGHBORHOOD MAP

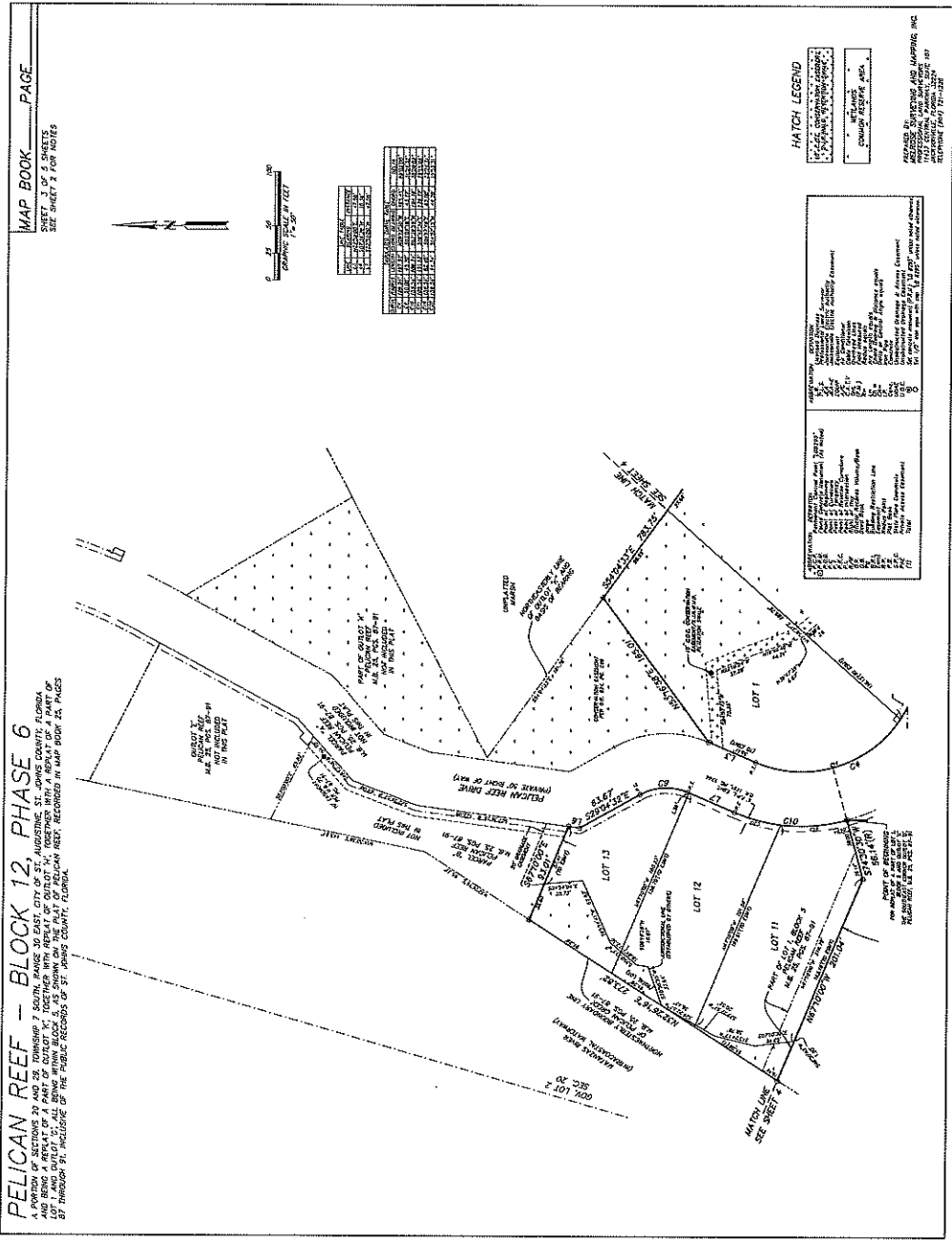
[illegible]

RESPONSE BY
ACROSE SURVEYING AND MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
11437 CENTRAL PARKWAY, SUITE 107
JACKSONVILLE, FLORIDA 32274
TELEPHONE (904) 731-1714



KEY MAP & SHEET INDEX

[illegible]



MAP BOOK PAGE 122

SHEET 3 OF 3 SHEETS

SEE SHEET 2 FOR NOTES

PELICAN REEF DRIVE

100'

100'

LOT	AREA	PERCENT
11	1.11	1.11
12	1.12	1.12
13	1.13	1.13
14	1.14	1.14

HATCH LEGEND

PELICAN REEF DRIVE
POINT OF BEGINNING
LOT 11, 12, 13, 14

ARIZONA SURVEYING AND MAPPING, INC.
11111 N. 111TH AVENUE, SUITE 100
SCOTTSDALE, ARIZONA 85257
PHONE (602) 941-1111

PELICAN REEF - BLOCK 12, PHASE 6

THIS PLAT IS A PART OF A PLAT OF LOT 11, 12, 13, 14, AND OUTLOT 1, ALL BEING WITHIN BLOCK 12, AS SHOWN ON THE PLAT OF PELICAN REEF, RECORDED IN MAP BOOK 12, PAGES 121 AND 122, AND BEING A RE-PLAT OF A PART OF OUTLOT 1, AS SHOWN ON THE PLAT OF PELICAN REEF, RECORDED IN MAP BOOK 12, PAGES 121 AND 122, AND BEING A RE-PLAT OF A PART OF OUTLOT 1, AS SHOWN ON THE PLAT OF PELICAN REEF, RECORDED IN MAP BOOK 12, PAGES 121 AND 122.

MAP BOOK _____ PAGE _____

SHEET 4 OF 6 SHEETS
SEE SHEET 2 FOR NOTES



	RECEIVED	DATE	FROM	TO	DATE	TO
1	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10
2	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10
3	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10
4	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10
5	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10
6	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10
7	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10
8	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10
9	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10
10	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10	10/10/10

[illegible]

DRAWN BY:
 MILROSE SURVEYING AND MAPPING, INC.
 PROFESSIONAL LAND SURVEYORS
 11417 CENTRAL PARKWAY, SUITE 107
 JACKSONVILLE, FLORIDA 32224
 Phone: 904/394-3224

PELICAN REEF - BLOCK 12, PHASE 6

AND BEING A REPLAT OF A PART OF OUTLOT 'X', TOGETHER WITH A REPLAT OF A PART OF LOT 1 AND OUTLOT 'G', ALL BEING WITHIN BLOCK 3, AS SHOWN ON THE PLAT OF 'HILCHMAN REEF', RECORDED IN MAP BOOK 25, PAGES 87 THROUGH 91, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



Year of birth	1971	1972	1973	1974	1975
Year of death	1976	1977	1978	1979	1980
Year of death	1981	1982	1983	1984	1985
Year of death	1986	1987	1988	1989	1990
Year of death	1991	1992	1993	1994	1995
Year of death	1996	1997	1998	1999	2000
Year of death	2001	2002	2003	2004	2005
Year of death	2006	2007	2008	2009	2010
Year of death	2011	2012	2013	2014	2015
Year of death	2016	2017	2018	2019	2020
Year of death	2021	2022	2023	2024	2025
Year of death	2026	2027	2028	2029	2030
Year of death	2031	2032	2033	2034	2035
Year of death	2036	2037	2038	2039	2040
Year of death	2041	2042	2043	2044	2045
Year of death	2046	2047	2048	2049	2050
Year of death	2051	2052	2053	2054	2055
Year of death	2056	2057	2058	2059	2060
Year of death	2061	2062	2063	2064	2065
Year of death	2066	2067	2068	2069	2070
Year of death	2071	2072	2073	2074	2075
Year of death	2076	2077	2078	2079	2080
Year of death	2081	2082	2083	2084	2085
Year of death	2086	2087	2088	2089	2090
Year of death	2091	2092	2093	2094	2095
Year of death	2096	2097	2098	2099	2100
Year of death	2101	2102	2103	2104	2105
Year of death	2106	2107	2108	2109	2110
Year of death	2111	2112	2113	2114	2115
Year of death	2116	2117	2118	2119	2120
Year of death	2121	2122	2123	2124	2125
Year of death	2126	2127	2128	2129	2130
Year of death	2131	2132	2133	2134	2135
Year of death	2136	2137	2138	2139	2140
Year of death	2141	2142	2143	2144	2145
Year of death	2146	2147	2148	2149	2150
Year of death	2151	2152	2153	2154	2155
Year of death	2156	2157	2158	2159	2160
Year of death	2161	2162	2163	2164	2165
Year of death	2166	2167	2168	2169	2170
Year of death	2171	2172	2173	2174	2175
Year of death	2176	2177	2178	2179	2180
Year of death	2181	2182	2183	2184	2185
Year of death	2186	2187	2188	2189	2190
Year of death	2191	2192	2193	2194	2195
Year of death	2196	2197	2198	2199	2200
Year of death	2201	2202	2203	2204	2205
Year of death	2206	2207	2208	2209	2210
Year of death	2211	2212	2213	2214	2215
Year of death	2216	2217	2218	2219	2220
Year of death	2221	2222	2223	2224	2225
Year of death	2226	2227	2228	2229	2230
Year of death	2231	2232	2233	2234	2235
Year of death	2236	2237	2238	2239	2240
Year of death	2241	2242	2243	2244	2245
Year of death	2246	2247	2248	2249	2250
Year of death	2251	2252	2253	2254	2255
Year of death	2256	2257	2258	2259	2260
Year of death	2261	2262	2263	2264	2265
Year of death	2266	2267	2268	2269	2270
Year of death	2271	2272	2273	2274	2275
Year of death	2276	2277	2278	2279	2280

HATCH LEGEND

IP, CFC, CONSTRUCTION, EXHAUSTIVE
SOUTH AFRICA, AFRICA, SOUTH AFRICA

[illegible]

PREPARED BY:
MELORE SURVEYING AND MAPPING, INC.
PROFESSIONAL LAND SURVEYORS
11437 CENTRAL PARKWAY, SUITE 107
JACKSONVILLE, FLORIDA 32224
TELEPHONE (904) 721-1228

CITY OF ST. AUGUSTINE, FLORIDA

M E M O R A N D U M

TO: John P. Regan
City Manager

DATE: October 28, 2021

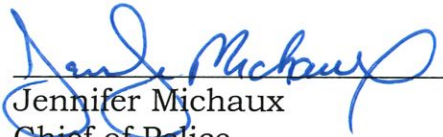
RE: St. Augustine Police Department
Grant Award No. 2022-JAGD-STJO-1-4B-015
Project Title: Police Pursuit Reduction Project

We are in receipt of the referenced grant awarded by the Florida Department of Law Enforcement, Office of Criminal Justice Grants in the amount of \$4,380.00.

These grant funds will be utilized to purchase eight (8) Tire Deflating Units and one (1) Training Unit. These units will be utilized to ensure the safety of residents, tourists, officers, and even the criminals involved. The Training Unit will be utilized to ensure the officers receive proper training that is in accordance with department policies and procedures.

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

Thank you for your consideration in this matter.



Jennifer Michaux
Chief of Police

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

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

ACCEPTANCE OF FEDERAL FUNDING ASSISTANCE

Subrecipient: City of St. Augustine

Subgrant Number: 2022-JAGD-STJO-1-4B-015

Project Title: POLICE PURSUIT REDUCTION PROJECT

Pass-through Entity: Florida Department of Law Enforcement

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

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

City of St. Augustine

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

Signature

Date

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

St. Augustine Police Department

Authorizing Official (Official, Administrator, or Designated Representative)


Signature

10-27-21
Date

JENNIFER MICHAX CHIEF OF POLICE
Printed Name and Title

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature

Date

Cody Menacof, Bureau Chief

Printed Name and Title

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

SPECIAL CONDITIONS

Subrecipient: City of St. Augustine

Subgrant Number: 2022-JAGD-STJO-1-4B-015

Project Title: POLICE PURSUIT REDUCTION PROJECT

Pass-through Entity: Florida Department of Law Enforcement

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

Ref# S49578: The subgrantee's procurement policy does not appear to comply with all federal procurement requirements outlined in the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.318-320. Please see Subaward Management Questionnaire (SMQ) section VIII. All subaward procurements must comply with the standards identified in OMB's Uniform Requirements and documentation must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Ref# S49579: A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

Budget Narrative:

BUDGET:

EXPENSES:

(8) Tire Deflating Units @ \$520 each \$4,160
suitable for multi lane usage

(1) Training Unit @ \$220 each \$220

EXPENSES TOTAL: \$4380

Project Total: \$4380

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

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

If the actual cost of the items at the time of purchase is below the current estimates the remaining funding will be used to purchase additional units or the training module unit.

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

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

Application for Funding Assistance

Florida Department of Law Enforcement
Justice Assistance Grant - Direct

General Project Information

Project Title: POLICE PURSUIT REDUCTION PROJECT
Subgrant Recipient: City of St. Augustine
Implementing Agency: St. Augustine Police Department
Project Start Date: 10/1/2021 **End Date:** 9/30/2022

Problem Identification

The St. Augustine Police Department (SAPD) has always been in the forefront of utilizing new technology to improve the delivery of services to the residents and tourists who live and visit St. Augustine. This approach has allowed the SAPD to provide a very safe environment for both the residents and the millions of tourists who visit each year.

With that principle in mind, the SAPD entered a plan to deploy License Plate Readers (LPRs) countywide. This program was done in conjunction with the St. Johns County Sheriff's Dept. The program has been an overwhelming success. It provides real time alerts that can track traveling criminals operating both statewide and in the North Florida area and finding stolen vehicles. In addition, it is a valuable resource to verify whereabouts and information from offenders, witnesses, and victims.

But, as with all advances that improve service there is always an unintended consequence. Because officers are now receiving real time alerts about crimes being committed or about to be committed the officers are seeing a spike in offenders trying to flee. So far this year, the SAPD has had 31 high speed pursuits. These situations are extremely hazardous for the public, the officers, and even the criminals.

Furthermore, this spike has identified a major deficiency for the SAPD. It does not have a resource to quickly and safely end pursuits.

The SAPD seeks to address this deficiency by utilizing grant funding to purchase deployable tire deflating units. These units are safely deployed by officers in the field ahead of the fleeing vehicles and when the driver rolls over them their vehicle is quickly and safely brought to a halt.

Due to the costs associated with Covid 19 epidemic which has dramatically reduced tourism in St. Augustine and the continuing effects of two hurricanes that struck St. Augustine; the City is unable to acquire this equipment with the use of General Revenue funds and must rely on funding from this grant.

Project Summary (Scope of Work)

Upon funding, the SAPD will purchase 8 tire deflating units. These units will be placed in the Patrol supervisors vehicles. This will ensure that their future deployments will be in accordance with the Department's policies and procedures and at the same time readily available when needed thereby assuring that pursuits can be quickly and safely ended. This equipment will help to ensure the safety of residents, tourists, officers, and even the criminals involved.

Upon receiving the equipment, training for proper use and policies governing the use of equipment will be provided to affected personnel of the SAPD. All reporting

CITY OF ST. AUGUSTINE

M E M O R A N D U M

TO: John P. Regan, P.E., City Manager
Isabelle Lopez, City Attorney

DATE: October 28, 2021

RE: Consent Item for November 8, 2021 Commission Meeting
Approval of Grant Agreement with FDEM (FEMA-DR-4283-87-A)
South Whitney and West King Streets - Flood Mitigation Project

The South Whitney and West King Street Flood Mitigation project (DR-4283-87-R) was awarded grant funding for Phase 1 (Surveying, Engineering, Design and Permitting) from the Federal Emergency Management Agency (FEMA) through the Hazard Mitigation Grant Program (HMGP). The proposed project will improve drainage of the box culvert under South Whitney Street to alleviate flooding and to provide a higher level of flood protection for a portion of South Whitney and West King Streets. Phase II is for construction of the project, which will include raising the existing streets above the base flood elevation (BFE) and increasing the size of the existing box culvert. These changes will reduce upstream flooding and allow these streets to remain open during and after storm events. This grant is administered through the state (Florida Department of Emergency Management –FDEM).

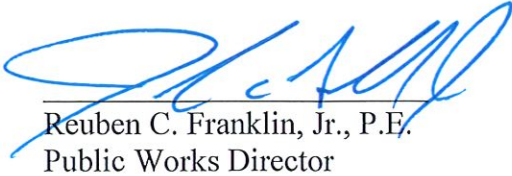
At this time Phase I design is completed and has been approved by FDEM and FEMA to proceed to Phase 2 (construction). As a result of the Phase 1 design being approved, a contract for Phase 2 has been issued to the City. The allocated budget for this contract is:

Budget			
Phase II	Project Cost	Federal Cost	Non-Federal Cost
Materials	\$1,232,000.00	\$313,102.30	\$918,897.70
Labor	\$261,200.00	\$66,381.75	\$194,818.25
Fees	\$254,700.00	\$64,729.83	\$189,970.17
Initial Agreement Amount	\$1,747,900.00	\$444,213.88	\$1,303,686.12
**Contingency Funds	\$74,700.00	\$18,984.37	\$55,715.63
Project Total	\$1,822,600.00	\$463,198.25	\$1,359,401.75

The City will be submitting a request for an increase in federal allocation to FDEM to request an increase in the federal share amount. However, in order to request this increase, the City must be under contract with FDEM. As a result, the enclosed contract has been reviewed by staff and recommends approval for the City Manager to execute. The city is currently seeking additional grant funding to put towards the non-federal cost. It should be noted

that if additional funding for the federal and/or non-federal share is not secured, the city is not obligated to move forward with construction of the project.

If you should have any questions, please do not hesitate to ask.



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

Enclosure

Cc: City Clerk; Directors of Budget, Finance and General Services, Jessica Beach, Denise Radovich

SUB-RECIPIENT AGREEMENT CHECKLIST
DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of St. Augustine
PROJECT #:	4283-87-A
PROJECT TITLE:	City of St. Augustine, S. Whitney and W King Street, Flood Mitigation Improvements, Phase II
CONTRACT #:	H0618
MODIFICATION #:	NA

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Mr. Reuben Franklin, Jr. Public Works Director City of St. Augustine P.O. Box 210 St. Augustine, Florida 32085

Enclosed is your copy of the proposed contract/modification between **the City of St. Augustine** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittal
☒	Two (2) Copies printed for Approval or One (1) copy to be electronically signed
☐	Printed Single-sided <i>(If your policy is to copy two-sided please contact me and I will send you two original one-sided copies for signature)</i>
☒	Reviewed and Approved
☒	Signed and Dated by Official Representative (<i>blue ink</i>) or signed electronically
☒	Copy of the organization's resolution or charter that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated (☐ N/A for Modifications) May be signed electronically.
☒	Two Signed and dated Originals mailed to FDEM – Tallahassee or One Original signed electronically and emailed to Grants Specialist. Florida Division of Emergency Management Mitigation Bureau – HMGP 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Attention – Grant Specialist –Veronica S. Ash, FCCM Email: Veronica.ash@em.myflorida.com

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4570 or email me at Holly.swift@em.myflorida.com.

Agreement Number: H0618

Project Number: 4283-87-A

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	CITY OF ST. AUGUSTINE
Sub-Recipient's unique entity identifier:	59-6000420
Federal Award Identification Number (FAIN):	FEMA-DR-4283-FL
Federal Award Date:	May 5, 2021
Subaward Period of Performance Start and End Date:	Upon execution through March 31, 2023
Amount of Federal Funds Obligated by this Agreement:	\$444,213.88
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$463,198.25
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$463,198.25
Federal award project description (see FFATA):	Flood Mitigation Improvements – Phase II
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Holly.swift@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and THE CITY OF ST. AUGUSTINE, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Holly Swift, FCCM
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: 850-254-5835
Email: Holly.swift@em.myflorida.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, FL 32399
Telephone: 850-815-4503
Email: Kathleen.Marshall@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Reuben Franklin, Jr., Public Works Director
City of St. Augustine
P.O. Box 210
St. Augustine, Florida 32085
Telephone: 904-466-1192
Email: rfranklin@citystaug.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on March 31, 2023, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **\$444,213.88**.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."
- e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:
 - i. The required minimum acceptable level of service to be performed; and,
 - ii. The criteria for evaluating the successful completion of each deliverable.
- f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."
- g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (see 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an

established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,

- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
- ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

- ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are

pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

- a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;
- b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;
- c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,
- d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

- a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;
- b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;
- c. Withhold or suspend payment of all or any part of a request for payment;
- d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.
- e. Exercise any corrective or remedial actions, to include but not be limited to:

- i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,
- ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,
- iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or
- iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;
- f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

- a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.
- b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.
- c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.
- d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (13) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

- a. All attachments to this Agreement are incorporated as if set out fully.
- b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.
- c. This Agreement has the following attachments:
 - i. Exhibit 1 - Funding Sources
 - ii. Attachment A – Budget and Scope of Work
 - iii. Attachment B – Program Statutes and Regulations
 - iv. Attachment C – Statement of Assurances
 - v. Attachment D – Request for Advance or Reimbursement
 - vi. Attachment E – Justification of Advance Payment
 - vii. Attachment F – Quarterly Report Form
 - viii. Attachment G – Warranties and Representations
 - ix. Attachment H – Certification Regarding Debarment
 - x. Attachment I – Federal Funding Accountability and Transparency Act
 - xi. Attachment J – Mandatory Contract Provisions
 - xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

- a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.
- b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.
- c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division

to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to

a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation

of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is

inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because

such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of

such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.
- b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.
 - c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.
 - d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

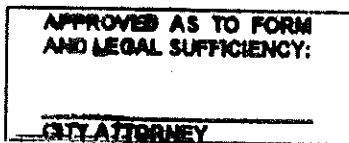
SUB-RECIPIENT: CITY OF ST. AUGUSTINE

By: _____

Name and Title: _____

Date: _____

FEID#: _____



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date: _____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**

Catalog of Federal Domestic Assistance title and number: **97.039**

Award amount: **\$ 444,213.88**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Major Flood Control Drainage System
 - Other projects that reduce future disaster losses
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage on the outfall weir in St. Augustine, St. Johns County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4283-87-A**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of St. Augustine, agrees to administer and complete the project per sealed engineering designs and construction plans as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of the outfall weir, located at the intersection of South Whitney Street and West Kings Street, St. Augustine, Florida 32084. Coordinates: W: (29.890217, -81.333501), E: (29.890458, -81.330959), S: (29.889070, -81.332313).

The Phase II – Construction scope of work proposes to raise the existing road above Base Flood Elevation (BFE), improve the drainage system and the existing box culvert by increasing its size. Activities will reduce upstreaming flooding and will allow the roadway to remain open during and after storm events.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

TASKS & DELIVERABLES:

A) Tasks:

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

- 2) The Sub-Recipient shall monitor and manage the installation to improve the drainage and provide flood protection.

The project shall be implemented in accordance with sealed engineering designs and construction plans previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by the professional of record. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

- a) Copy of permits(s), notice of commencement.
- b) Local Building Official Inspection Report and Final Approval.
- c) Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and an electronic version (via email or CD).
- d) Letter of Completion:
 1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
 2. Certifying Compliance with all applicable codes.

- e) Letter verifying compliance with the National Historic Preservation Act, to include whether archaeological materials or human remains were encountered during project activities and, if so, how they were handled in accordance with Florida Statutes, Section 872.05.
 - f) Verification of compliance with United States Army Corps of Engineers (USACE) permit number: SAJ-2019-03798
 - g) Verification of compliance with St Johns River Water Management (SJRWMD) District General Environmental Resource Permit (ERP) number: 159463-1
 - h) Verification letter or documentation showing the fill was obtained either from a commercial source or a privately owned borrow pit where the fill was not obtained by the horizontal expansion of the pre-existing pit.
 - i) Proof of compliance with Project Conditions and Requirements contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, sealed engineering designs, and construction plans. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of drainage system improvements to the outfall weir located at the intersection of South Whitney Street and West Kings Street, St. Augustine, Florida 32084 to include raising the existing road above Base Flood Elevation (BFE), and improving the existing box culvert by increasing its size.

The completed project shall provide protection against a 100-year storm event.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation and provide a summary of all contract scope of work changes, if any.
- 3) The Sub-Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final Approval, as applicable.
- 4) The Sub-Recipient shall submit a certified letter of completion from Engineer of Record. The Sub-Recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
- 5) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 6) The Sub-Recipient shall follow all applicable State, Local and Federal Laws, Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

D) Environmental:

- 1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies shall be redone.
- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.
- 3) The Sub-Recipient shall monitor ground disturbing activities during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

If human remains or intact archaeological deposits are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries.

The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall notify the Florida Division of Historic Resources, the Division's State Environmental Liaison Officer and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA and the Division have completed consultation with SHPO, Tribes, and other consulting parties as necessary.

In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with **Florida Statutes, Section 872.05**.

- 4) Sub-Recipient must comply with all terms and conditions as required by the United States Army Corps of Engineers (USACE) permit number: SAJ-2019-03798 and associated guidance. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance required at project closeout.
- 5) Sub-Recipient must comply with the conditions of the St Johns River Water Management District (SJRWMD) General Environmental Resource Permit (ERP) number: 159463-1. Failure to comply with this condition may jeopardize FEMA funding; verification of compliance will be required at project closeout.
- 6) Fill shall come from either a commercial source or a privately owned borrow pit where the fill is not obtained by the horizontal expansion of the pre-existing pit.
- 7) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E) Programmatic:

- 1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.
- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

- 4) Project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for closeout.
- 5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing.
- 6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
- 7) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
- 8) If the Sub-Recipient is not the current title holder of the affected properties, the Sub-Recipient shall provide documentation confirming the property acquisition and easement rights were obtained voluntarily. If condemnation or eminent domain is used to obtain easement rights, FEMA shall not pay for any associated costs or payments to the property owner. Furthermore, FEMA shall not consider it an eligible contribution to the non-Federal cost share requirement and shall not financially participate in that component of a project if land or easements are obtained involuntarily.
- 9) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4283-87-R**, and shall be reported under **4283-87-A**. It is funded under HMGP, FEMA-4283-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4283.

FEMA awarded this project on May 5, 2021; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **March 31, 2023**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK

Phase II–

State Contracting:	2 Months
Construction Plan/Technical Specifications:	2 Months
Bidding / Local Procurement:	2 Months
Construction / Installation:	10 Months
Local Inspections / Compliance:	2 Months
State Final Inspections / Compliance:	2 Months
Closeout Compliance:	2 Months
Total Period of Performance:	22 Months

BUDGET

Line Item Budget*

Phase II	Project Cost	Federal Cost	Non-Federal Cost
Materials:	\$1,232,000.00	\$313,102.30	\$918,897.70
Labor:	\$261,200.00	\$66,381.75	\$194,818.25
Fees:	\$254,700.00	\$64,729.83	\$189,970.17
Initial Agreement Amount:	\$1,747,900.00	\$444,213.88	\$1,303,686.12
***Contingency Funds:	\$74,700.00	\$18,984.37	\$55,715.63
Project Total:	\$1,822,600.00	\$463,198.25	\$1,359,401.75

*Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.

***** This project has an estimated \$74,700.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

Project Management costs are included for this project in the amount of \$74,700.00.

Funding Summary Totals

Federal Share:	\$463,198.25	(25.414147372%)
Non-Federal Share:	\$1,359,401.75	(74.585852628%)
Total Project Cost:	\$1,822,600.00	(100.00%)

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes

- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
 - (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;
 - (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
 - (i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;
 - (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmental/grant/sfha_conditions.shtml

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;
- (v) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: CITY OF ST. AUGUSTINE

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Flood Mitigation Improvement Phase II PROJECT #: 4283-87-A

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0618

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment #: _____

Total of Previous Payments to Date: _____ (Federal)

Eligible Amount 100% (Current Request)	Obligated Federal Amount %	Obligated Non- Federal %	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	GOVERNOR'S AUTHORIZED REPRESENTATIVE DATE _____
APPROVED SRMC TOTAL: \$ _____	
APPROVED FOR PAYMENT \$ _____	

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: CITY OF ST. AUGUSTINE PAYMENT #: _____
PROJECT TYPE: Flood Mitigation Improvements – Phase II PROJECT #: 4283-87-A
PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0618

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents <u> </u> % completion of the project.					TOTAL

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF ST. AUGUSTINE

If you are requesting an advance, indicate same by checking the box below.

☐ ADVANCE REQUESTED

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (Include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: CITY OF ST. AUGUSTINE PROJECT #: 4283-87-A
PROJECT TYPE: Flood Mitigation Improvements – Phase II CONTRACT #: H0618
PROGRAM: Hazard Mitigation Grant Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____

Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on Schedule? ☐ Yes ☐ No (If No, Describe under **Issues** below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates</u> (estimated)
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
Estimated Project Completion Date: _____	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial Comments:

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activities completed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

CITY OF ST. AUGUSTINE
Sub-Recipient's Name

H0618
DEM Contract Number

4283-87-A
FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4283-87-A

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 444,213.88

OBLIGATION/ACTION DATE: May 5, 2021

SUBAWARD DATE (if applicable): _____

DUNS#: 081948556

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (<http://fedgov.dnb.com/webform>). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____
PARENT COMPANY DUNS# (if applicable): _____
CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____
DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage of the outfall weir, located at the intersection of South Whitney Street and West Kings Street, St. Augustine, Florida 32084. Coordinates: W: (29.890217, -81.333501), E: (29.890458, -81.330959), S: (29.889070, -81.332313).

The Phase II – Construction scope of work proposes to raise the existing road above Base Flood Elevation (BFE), improve the drainage system and the existing box culvert by increasing its size. Activities will reduce upstreaming flooding and will allow the roadway to remain open during and after storm events.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: _____
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) \$25,000,000 or more in annual gross

revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.323 Procurement of recovered materials.

(K) See § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See § 200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is available at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- ☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

Name and Title of Sub-Recipient/subcontractor's Authorized Official

Date

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: October 27, 2021

RE: FY 2021 Carry-Forward Requests

Please place on the November 8, 2021 City Commission consent agenda a request for carry-forward funds from the 2021 fiscal year. The total amount requested to carry-forward is \$318,012.38. A summary of the requested funds is below.

<u>General Fund</u>	
Cabinets/Shelving	\$ 8,000.00
Elevator Cab Polish	\$ 12,100.00
Annual Chiller Cleaning	\$ 11,200.00
Entry Welcome Structures	\$ 75,000.00
City Hall Roof Repairs	\$ 30,000.00
Police Admin Roof Repair	\$ 25,000.00
Tree Canopy Enhancement Program	\$ 20,000.00
Paving Project	\$ 56,561.95
Yellow Striping	\$ 31,979.74
Summerville Systems for Traffic Signal Maintenance	\$ 12,694.32
Total General Fund	\$ 282,536.01
<u>Utility Fund</u>	
Carry over to replace the Utility buildings A/C metal duct work	\$ 35,476.37
Total Utility Fund	\$ 35,476.37



Mark E. Simpson, CPA
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