



**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, JANUARY 10, 2022 - 5:00 PM
ALCAZAR ROOM**

1. CALL TO ORDER

- ◆ Roll Call
- ◆ Invocation and Pledge of Allegiance

2. ADMINISTRATIVE ITEMS

- ◆ Modification and Approval of REGULAR AGENDA

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

- 3.A. Proclamation 2022-01:** Proclaims January 2022 as Human Trafficking Awareness Month. *(B. Blonder, Commissioner)*
- 3.B. Proclamation 2022-02:** Proclaims January 21, 2022 as Arbor Day in the City of St. Augustine. *(T. Upchurch, Mayor)*
- 3.C. Proclamation 2022-03:** Proclaims January 2022 as "St. Augustine Jewish Heritage Month". *(N. Sikes-Kline, Commissioner)*

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

- ◆ 3 minutes per individual

5. CONSENT AGENDA

6. APPEALS

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

(PRESENTATIONS (MAXIMUM OF 10 MINUTES PER PRESENTATION)). PRESENTATIONS FOR COMMISSION MEETINGS MUST BE PRESENTED TO THE CITY MANAGER FOR APPROVAL NO LATER

THAN TEN (10) WORKING DAYS PRIOR TO THE NEXT CITY COMMISSION MEETING. A PRESENTATION SUPPORT SERVICES REQUEST (AVAILABLE ON THE CITY'S WEBSITE) MUST ACCOMPANY ALL PRESENTATIONS.

7.A. General Public Presentations

7.B. Items of Great Public Importance

7.C. Other Items Requiring Public Hearing

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

8.A. Ordinances - Second Reading

8.A.1. Ordinance 2021-29: Amends the zoning of 66 Lewis Boulevard from PUD to Residential General Office-A (RGO-A). (*A. Skinner, Director Planning and Building*)

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

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

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

9.A. Ordinances - First Reading

9.B. Resolutions

10. STAFF REPORTS AND PRESENTATIONS

11. ITEMS BY CITY ATTORNEY

11.A. Legislative session update. No Presentation. (*R. Thibault, Assistant City Attorney*)

12. ITEMS BY CITY CLERK

13. ITEMS BY CITY MANAGER

13.A. Presentation of management alternatives for the Waterworks building. (*J. Regan, City Manager*)

14. ITEMS BY MAYOR AND COMMISSIONERS

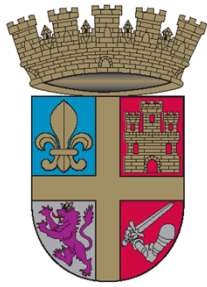
15. ADJOURN

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 - JANUARY 10, 2022

- CA.1.** Preview of upcoming Commission meetings.
- CA.2.** **THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON JANUARY 24, 2022: NONE.**
- CA.3.** **Reminder of Upcoming Meetings:**
- January 24, 2022, 3:00pm, Special City Commission Meeting (work force housing)
 - January 24, 2022, 5:00pm, Regular City Commission Meeting
 - February 14, 2022, 5:00pm, Regular City Commission Meeting
- CA.4.** **APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:**
- December 13, 2021, Regular City Commission Meeting
- CA.5.** **RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):**
- Eموke and Janos Ivanyl - 643 Madeore 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 an Interlocal Agreement between the City and the City of St. Augustine Beach for street sweeping services. *(T. Grant, Director Utilities)*
- CA.9.** Approval of Interlocal Agreement between the City and the St. Johns County Sheriff's Department. *(M. Breidenstein, Assistant City Manager)*

End Consent Agenda



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

WHEREAS, human trafficking is the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of forced labor or sexual servitude; and

WHEREAS, victims of human trafficking are lured by false promises of employment, educational opportunities, false job promises, or even loving romantic relationships. The victims can be of any age, race, gender, sexual orientation, ethnicity, socioeconomic background, U.S. Citizens, permanent residents, and foreign nationals; and

WHEREAS, in 2019, Florida had the third highest number of human trafficking cases in the United States and, in November of 2020, nearly 200 people were arrested in a Florida human trafficking investigation on criminal charges which ranged from solicitation of prostitution to human trafficking of a minor; and

WHEREAS, aggressively identifying and prosecuting the buyers and sellers of trafficking victims is an effective strategy to end the commission of human trafficking; and

WHEREAS, assisting victims of human trafficking requires a coordinated community response among community groups, social services, schools, and law enforcement, and more awareness and education is crucial to eradicating human trafficking in our communities, state, and nation.

***NOW THEREFORE,** the City Commission of the City of St. Augustine does hereby declare January 2022, as **Human Trafficking Awareness Month**, and urges all citizens to recognize our vital roles in ending all forms of modern slavery and to observe this month with appropriate programs and activities aimed at ending and preventing all forms of human trafficking.*

***IN WITNESS WHEREOF,** I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 10th day of January in the year of our Lord two thousand twenty-two and the four hundred and fifty sixth year of the founding of St. Augustine, the Nation's Oldest City.*

2022-01

Tracy Upchurch, Mayor

"Most Loyal and Valorous"

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



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

WHEREAS, Arbor Day began in 1872 with the planting of more than one million trees in Nebraska, and is observed in St. Augustine as well as the rest of the state of Florida each year on the third Friday in January, and

WHEREAS, the planting and nurturing of trees cuts heating and cooling costs, moderates temperatures, cleans the air, produces oxygen, reduces erosion and provides habitat for wildlife, and

WHEREAS, trees are renewable resources as well as providing paper, wood for our homes, fuel for our fires and countless other products, and

WHEREAS, trees in our City increase property values, enhance the economic vitality of business areas, and beautify our community, and,

WHEREAS, St. Augustine has been recognized as a Tree City USA by the National Arbor Day Foundation for thirty-nine years, and is committed to continuing its tree planting program, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

*NOW, THEREFORE, the City Commission of the City of St. Augustine, does hereby proclaim Friday, January 21st, 2022, as **ARBOR DAY** in the City of St. Augustine, and urges all citizens to support efforts to protect our trees and woodlands, to support our City's urban forestry program, and to plant trees to bring joy to the heart and promote the well-being of present and future generations.*

IN WITNESS WHEREOF I hereunto set my hand and do cause the Seal of the City of St. Augustine, Florida, to be affixed this 10th day of January in the year of our Lord two thousand and twenty-two, in the four hundred and fifty-sixth year of the founding of St. Augustine, the Nation's Oldest City

Tracy Upchurch, Mayor



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

Whereas, Heritage and History are ever present in the City of St. Augustine, Florida and the past is part of the fabric of our community, and the Jewish community proudly labors in the vineyard to keep that heritage and history alive; and

Whereas, in October 2003 Governor Jeb Bush signed a bill into law designating Florida Statutes Title XXXIV, Chapter 683, Section 195 declaring that “The Month of January of each year is designated as “Florida Jewish History Month; and

Whereas, the St. Augustine Jewish Historical Society has been exploring the plausibility and possibility that the first Jews came ashore in St. Augustine, Florida and took part in the founding of our country’s first European city and established the very beginnings of American Jewish Heritage; and

Whereas, the oldest synagogue in continuous use in the State of Florida is found in the City of St. Augustine; and

Whereas, the Jewish Community of the City played a vital role in the quest for civil rights led by Reverend Martin Luther King in St. Augustine during the summer of 1964; and

Whereas, Jewish American values are woven into the fabric of American life and have shaped the progress we’ve made as a country and in our community.

Now therefore, we, the St. Augustine City Commission hereby proclaims **January 2022 as “ST. AUGUSTINE JEWISH HERITAGE MONTH”** in recognition of the fact that the past reminds us of timeless human truths and allows for the perpetuation of nourishing cultural traditions here in the City of St. Augustine, Florida.

IN WITNESS WHEREOF, I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 10th day of January in the year of our Lord two thousand twenty-two and the four hundred and fifty sixth year of the founding of St. Augustine, the Nation's Oldest City.

2022-03

Tracy Upchurch, Mayor

“Most Loyal and Valorous”

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

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: January 10, 2022

RE: **Ordinance 2021-29 – Amending the Zoning of 66 Lewis Boulevard from Planned Unit Development (PUD) to Residential General Office-A (RGO-A) – Second Reading and Public Hearing**

The property at 66 Lewis Boulevard is a .19 acre vacant parcel that is east of South Ponce de Leon Boulevard and west of the San Sebastian River. The property is adjacent to a large cellular tower to the north, a commercial parking lot to the south and east (Hurricane Patty's Restaurant) and residential properties to the west. This property was part of the River's Edge PUD that was never developed, and which expired in 2008.

The River's Edge PUD contained 9 individual properties (within 10 parcels) and 4 of these properties have gone through the rezoning process. The remaining properties within the expired River's Edge PUD include the River's Edge Marina and several residential properties. Since the First Reading for this Ordinance on December 13, 2021, the Planning and Building Department sent the attached letter to the remaining property owners within the expired PUD informing them of the zoning status of their properties.

The city's Future Land Use Map (FLUM) identifies Residential Medium Density/Mixed Use as the land use category for the 66 Lewis Boulevard parcel. The owner has applied to rezone the property to Residential General Office-A (RGO-A), which is consistent with this land use category. The owner has not presented any specific development plans for the property.

On November 2, 2021, the Planning and Zoning Board (PZB) made a positive recommendation to amend the zoning of 66 Lewis Boulevard from PUD to RGO-A. On December 13, 2021, the City Commission passed the Ordinance on First Reading with the request to notify the adjacent property owners within the expired PUD.

Please place Ordinance 2021-29 on the City Commission agenda for second reading and public hearing. If you have any questions, please let me know.


Amy McClure Skinner, AICP
Director, Planning and Building

The attached letter was sent to the following property owners:

Parcel ID#119440-0000 or 57 West Avenue

Parcel ID#119010-0000 or 60 West Avenue

Parcel ID#119480-0000 or 63 West Avenue

Parcel ID#119510-0000 or 65 West Avenue

Parcel ID#119550-0000 or 65 Lewis Boulevard

Parcel ID#164280-0150 or 69 Lewis Boulevard



December 29, 2021

RE: Property part of the now expired River's Edge Planned Unit Development (PUD) in the City of St. Augustine – Parcel ID #XXX or XXX address

To whom it may concern:

The City Commission of the City of St. Augustine has requested that you be contacted as the current property owner indicated on the St. Johns County Property Appraiser's website of the above referenced property.

The reason for this correspondence is to inform you that the property you own is part of a Planned Unit Development (PUD) that expired in 2008. This zoning classification is a customized zoning category that is designed for a specific project. In your case, the property was part of a project called "River's Edge". The River's Edge PUD was approved in 2006 but it was never developed, and the PUD since expired in 2008, which leaves your property with currently no zoning entitlements.

Normally, when a PUD expires, the property reverts, back to the previous zoning category, which in your case would be Commercial Medium-two (CM-2), but the developer of River's Edge in 2006 also amended the property's underlying Future Land Use designation in the City's Comprehensive Plan to Residential Medium Density/Mixed Use from Commercial Medium Intensity. This has led to an inconsistency with the expiration of the PUD.

The current use of the property can continue, but no changes to the use of the property can be approved in the future until your property is rezoned. The River's Edge PUD contained 10 individual parcels of private property, of which 4 have been rezoned and/or also including a consistent Future Land Use change. The remaining 6 parcels, yours being one of them must be rezoned to a zoning district consistent with the Residential Medium Density/Mixed Use land use or rezoned including a change to a compatible Future Land Use category before any change to the use of the property or future development can occur.

As a courtesy the city is informing you of this situation concerning your property so that you can contact us in order to move forward to rectify this zoning status. This issue will need to be addressed before any new development activity can take place on the property. The process to rezone the property and possibly change the land use designation can take several months and a series of public hearings. However, you can move forward with an application to change the zoning of your property within your own timeframe.

If you have any questions or require additional information, please contact me at (904) 209-4320 or at askinner@citystaug.com . I will be happy to assist you.

Sincerely,

Amy McClure Skinner, AICP
Director, Planning and Building Department

ORDINANCE NO. 2021-29

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING APPROXIMATELY .19 ACRES OF PROPERTY LOCATED AT 66 LEWIS BOULEVARD, PID# 119490 0000 IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT CLASSIFICATION OF CITY OF ST. AUGUSTINE PLANNED UNIT DEVELOPMENT (PUD) TO THE CITY OF ST. AUGUSTINE CLASSIFICATION OF RESIDENTIAL GENERAL OFFICE-A (RGO-A); 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 a parcel of property containing approximately .19 acres, located on the west side of the San Sebastian River, west of Lewis Boulevard and identified by the St. Johns County Property Appraiser as 66 Lewis Boulevard (PID#119490 0000) in the City of St. Augustine, being more fully described herein, should be rezoned;

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 .19 acres located on the west side of the San Sebastian River, west of Lewis Boulevard and identified by the St. Johns County Property Appraiser as 66 Lewis Boulevard (PID# 119490 0000), is hereby rezoned from the classification of Planned Unit Development (PUD) to the City of St. Augustine classification of Residential General Office-A (RGO-A), and as more fully described in the attached legal description.

Section 2. The City Planning and Building Director is hereby authorized and directed to change the Zoning Atlas for the City of St. Augustine, Florida to reflect the rezoning of the above-described land.

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 § 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2022.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: December 13, 2021

RE: **Ordinance 2021-29 – Amending the Zoning of 66 Lewis Boulevard from Planned Unit Development (PUD) to Residential General Office-A (RGO-A) – First Reading**

The property at 66 Lewis Boulevard is a .19 acre vacant parcel that is east of South Ponce de Leon Boulevard and west of the San Sebastian River. The property is adjacent to a large cellular tower to the north, a commercial parking lot to the south and east (Hurricane Patty's Restaurant) and residential properties to the west. This property was part of the River's Edge PUD that was never developed and which expired in 2008.

The River's Edge PUD contained 9 individual properties (within 11 parcels) and 4 of these properties have gone through the rezoning process. The remaining properties within the expired River's Edge PUD include the River's Edge Marina and several residential properties.

The city's Future Land Use Map (FLUM) identifies Residential Medium Density/Mixed Use as the land use category for the 66 Lewis Boulevard. The owner has applied to rezone the property to Residential General Office-A (RGO-A), which is consistent with this land use category. The owner has not presented any specific development plans for the property.

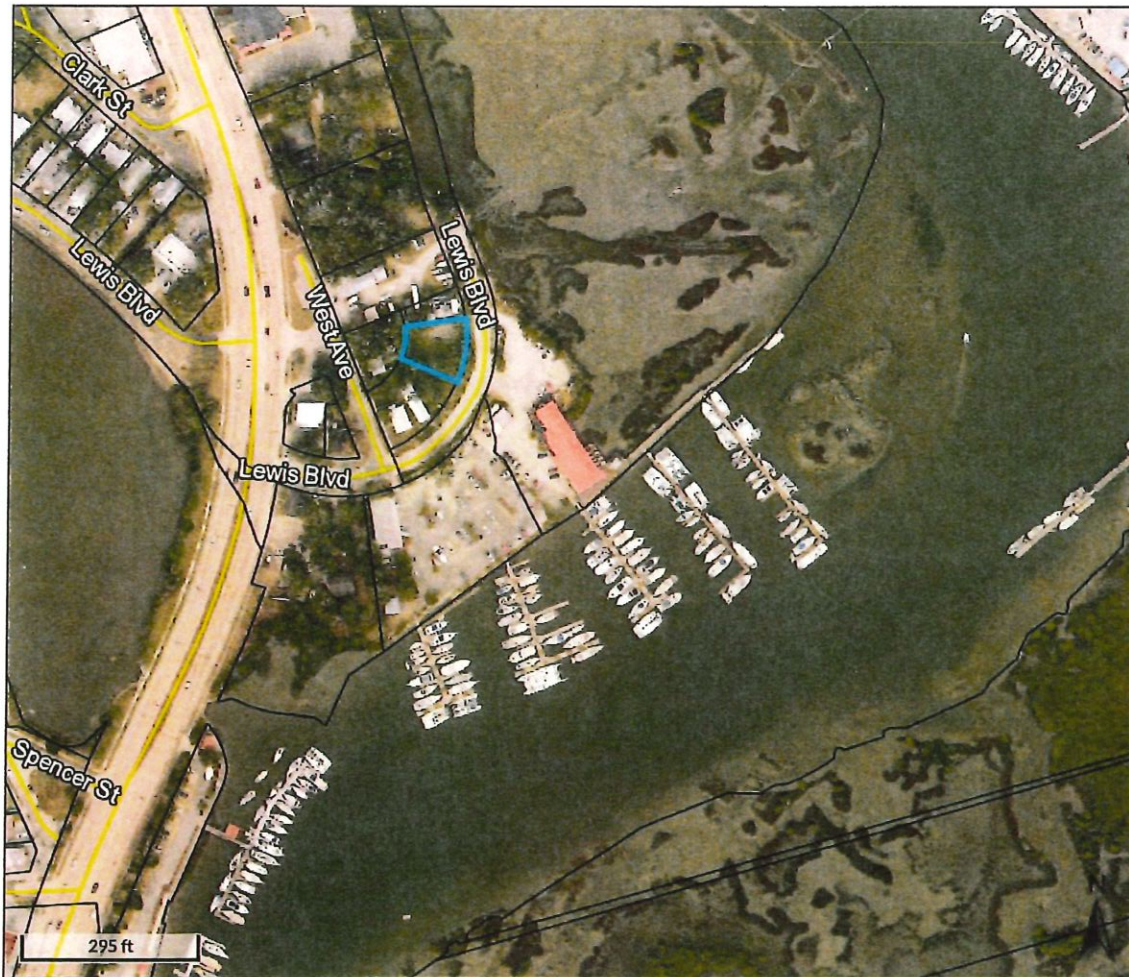
On November 2, 2021, the Planning and Zoning Board (PZB) made a positive recommendation to amend the zoning of 66 Lewis Boulevard from PUD to RGO-A.

Please place Ordinance 2021-29 on the City Commission agenda for first reading.

If you have any questions, please let me know.



David Birchim, AICP
Director, Planning and Building



Overview



Legend

□ Parcels

Parcel ID	1194900000	Physical Address	66 LEWIS BLVD	Building Value	N/A	Last 2 Sales			
Property Class	0000 - Vacant Residential	Mailing Address	SAINT AUGUSTINE OLD FLORIDA MUSEUM HOLDINGS LLC	Extra Feature Value	N/A	Date	Price	Reason	Qual
Taxing District	City of St Augustine	Address	303B ANASTASIA BLVD 2536 SAINT AUGUSTINE FL 32080-0000	Total Land Value	\$141,100	4/26/2017	\$200000	37	U
Acres	0.19			Just Value	\$141,100	n/a	0	n/a	n/a
				Total Deferred Assessed Value	N/A				
				Total	N/A				
				Exemptions					
				Taxable Value	\$141,100				

The St. Johns County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

Date created: 9/30/2021

Last Data Uploaded: 9/30/2021 2:17:44 AM

Developed by  Schneider
GEOSPATIAL

Google Maps 66 Lewis Blvd



Imagery ©2021 Maxar Technologies, U.S. Geological Survey, Map data ©2021 50 ft



66 Lewis Blvd

Building



Directions



Save



Nearby



Send to your phone

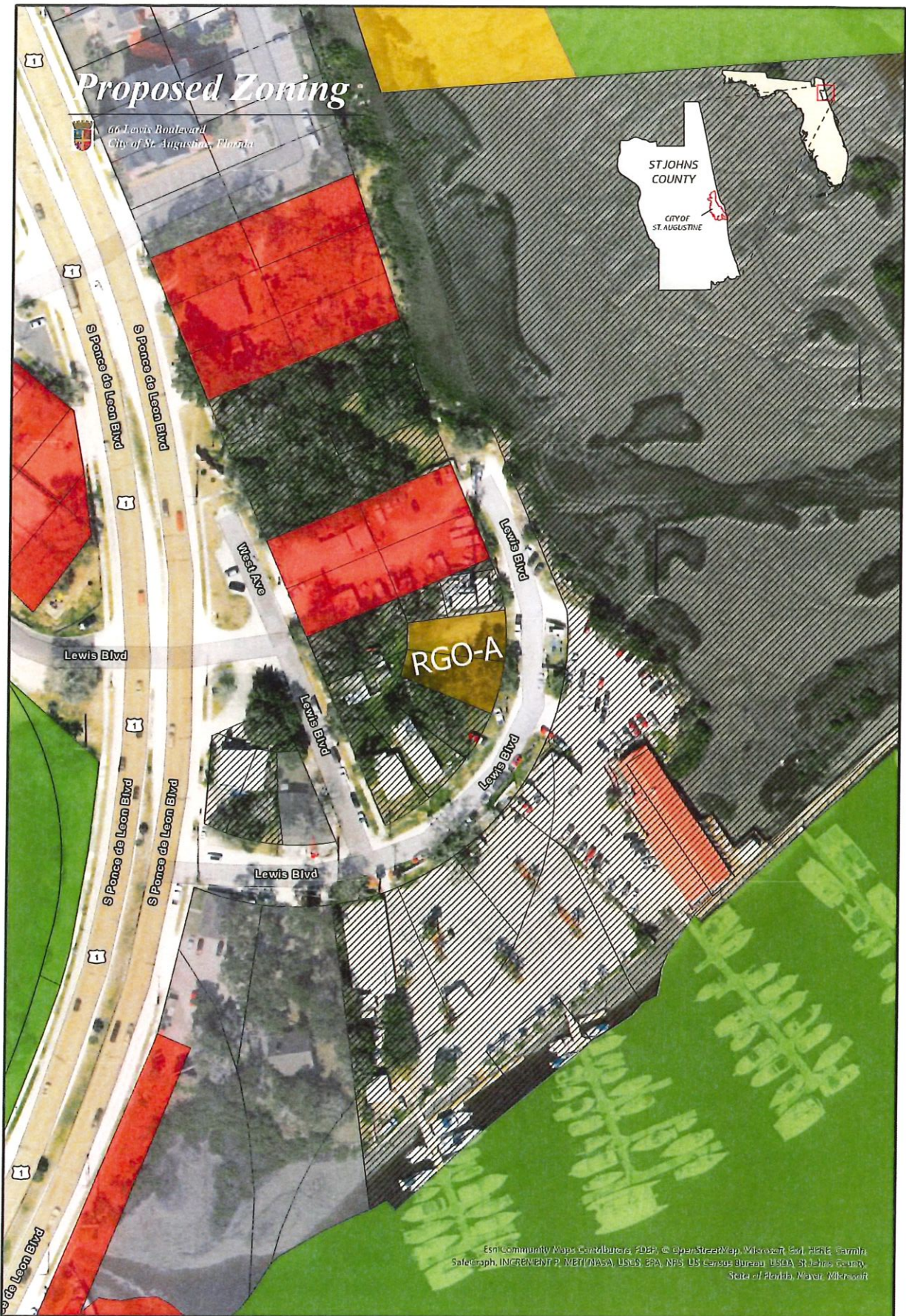


Share



66 Lewis Blvd, St. Augustine, FL 32084

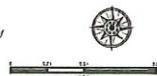
Photos



Zoning
Proposed Residential and general office zoning of 66 Lewis Boulevard

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

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



Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, Swiremap, INCREMENT P, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, St. Johns County, State of Florida, Navier, Microsoft

City of St. Augustine
Planning, Zoning, & Building Department
P.O. Box 210, St. Augustine, FL 32085
Phone: (904) 825-1065

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



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

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

(1) *Permitted uses and structures.*

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

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

(3) *Permissible uses by exception.*

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

- (4) *Minimum lot requirements.* As per planning and zoning board site plan review.
- (5) *Maximum lot coverage by all buildings and structures.* Fifty (50) percent.
- (6) *Minimum yard requirements.*
 - a. Front, fifteen (15) feet.
 - b. Side, ten (10) feet.
 - c. Rear, ten (10) feet.
- (7) *Maximum height of structures.* Forty (40) feet.

ORDINANCE NO. 2021-29

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING APPROXIMATELY .19 ACRES OF PROPERTY LOCATED AT 66 LEWIS BOULEVARD, PID# 119490 0000 IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT CLASSIFICATION OF CITY OF ST. AUGUSTINE PLANNED UNIT DEVELOPMENT (PUD) TO THE CITY OF ST. AUGUSTINE CLASSIFICATION OF RESIDENTIAL GENERAL OFFICE-A (RGO-A); 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 a parcel of property containing approximately .19 acres, located on the west side of the San Sebastian River, west of Lewis Boulevard and identified by the St. Johns County Property Appraiser as 66 Lewis Boulevard (PID#119490 0000) in the City of St. Augustine, being more fully described herein, should be rezoned;

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 .19 acres located on the west side of the San Sebastian River, west of Lewis Boulevard and identified by the St. Johns County Property Appraiser as 66 Lewis Boulevard (PID# 119490 0000), is hereby rezoned from the classification of Planned Unit Development (PUD) to the City of St. Augustine classification of Residential General Office-A (RGO-A), and as more fully described in the attached legal description.

Section 2. The City Planning and Building Director is hereby authorized and directed to change the Zoning Atlas for the City of St. Augustine, Florida to reflect the rezoning of the above-described land.

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 § 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)

Instr #2017029871 BK: 4366 PG: 726, Filed & Recorded: 5/1/2017 9:39 AM #Pgs:2
Hunter S. Conrad, Clerk of the Circuit Court St. Johns County FL Recording \$18.50 Doc. D \$1,400.00



Prepared by:
Lisa M. Byers
Land Title of America, Inc.
2495 U.S. Highway 1 South
Saint Augustine, Florida 32086-6077
170196RL
Parcel Account Number: 119490-0000

(Space above for recording information)

Warranty Deed

This Indenture made this 26th day of April, 2017 BETWEEN Regina Solana, a married woman and Gerald Wilson, a married man each conveying their non-homestead property GRANTOR*, whose post office address is 2979 North 2nd Street, Saint Augustine, FL 32084, and Old Florida Museum Holdings, LLC, a Florida Limited Liability Company GRANTEE*, whose post office address is 303B Anastasia Boulevard #2536, Saint Augustine, FL 32080.

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars 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 grantee and grantee's heirs forever the following described land located in the County of Saint Johns, State of Florida, to-wit:

Lot Sixty-four (64) of Block "F" of Wildwood Park Company's Subdivision in New Augustine, as shown by a replat of Blocks "F" and "G" of said Subdivision made by Peter Kendrick and filed and recorded on the 15th day of November 1923 in Map Book 3, Page 15, of the current Public Records of Saint Johns County, Florida.

Also: Lot Numbered Sixty-six (66) in Block lettered "F" of the Wildwood Park Company's Subdivision in the southeast portion of the Avice and Viel Grant in Section Thirty-seven (37) in Township Seven (7) South, Range Thirty (30) East, as per Plat recorded in Plat Book 1, Page 133, of the Public Records of Saint Johns County, Florida.

SUBJECT TO COVENANTS, RESTRICTIONS, EASEMENTS and RESERVATIONS of record, if any; However, this reference does not operate to reimpose same; SUBJECT TO Zoning Ordinances that may affect subject property; SUBJECT TO Taxes for the year 2017 and Subsequent Years.

THE GRANTOR WARRANTS THAT THE ABOVE DESCRIBED PROPERTY IS NOT THE GRANTOR'S HOMESTEAD AS THAT TERM IS DEFINED PURSUANT TO ARTICLE X, SECTION 4, CONSTITUTION OF THE STATE OF FLORIDA BECAUSE NEITHER THE GRANTOR NOR ANY DEPENDENTS OF GRANTOR RESIDE ON THE ABOVE DESCRIBED REAL PROPERTY OR UPON ANY REAL PROPERTY CONTIGUOUS THERETO.

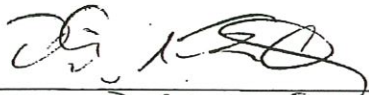
BK: 4366 PG: 727

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

*Singular and plural are interchangeable, as context requires.

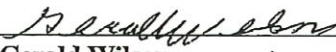
IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal this day and year first above written.

WITNESSES


Witness: DIRK A. SCHROEDER


Regina Solana

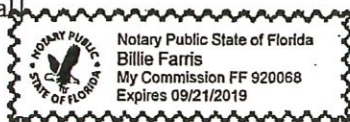

Witness: CINDY BROWN

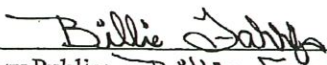

Gerald Wilson

County of Saint Johns
State of Florida

THE FOREGOING INSTRUMENT was acknowledged before me on April 26th, 2017 by Regina Solana and Gerald Wilson who is or are personally known to me or has or have produced Driver's License(s) as identification.

[Seal]




Notary Public: Billie Farris
My commission expires: 9-21-2019



St. Johns County, FL

2021 TRIM Notice

[2021 TRIM Notice \(PDF\)](#)

Sales Questionnaire Form

If you are a new owner of this property, please click here to submit a Sales Questionnaire

[Sales Questionnaire](#)

Summary

[Clicking Image Opens Cyclomedia Viewer In a New Tab](#)



Parcel ID	1194900000
Location Address	66 LEWIS BLVD SAINT AUGUSTINE 32084-0000
Neighborhood	Ponce Boulevard South (SF) (681.03)
Tax Description*	3-15 WILDWOOD PARK LOTS 64 & 66 BLK F OR4366/726 <i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Vacant Residential (0000)
Subdivision	Wildwood Park, Plat Amending Blocks F &
Sec/Twp/Rng	37-7-30
District	City of St Augustine (District 452)
Millage Rate	19.4926
Acreage	0.190
Homestead	N

Owner Information

Owner Name	Old Florida Museum Holdings LLC 100%
Mailing Address	303B ANASTASIA BLVD 2536 SAINT AUGUSTINE, FL 32080-0000

Map



Valuation Information

	2021
Building Value	\$0
Extra Features Value	\$0
Total Land Value	\$141,100
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$141,100
Total Deferred	\$0
Assessed Value	\$141,100
Total Exemptions	\$0
Taxable Value	\$141,100

Values listed are from our working tax roll and are subject to change.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2021	\$0	\$0	\$141,100	\$0	\$0	\$141,100	\$141,100	\$0	\$141,100
2020	\$3,072	\$0	\$141,100	\$0	\$0	\$144,172	\$144,172	\$0	\$144,172
2019	\$2,672	\$0	\$141,100	\$0	\$0	\$143,772	\$143,772	\$0	\$143,772
2018	\$2,672	\$0	\$141,100	\$0	\$0	\$143,772	\$143,772	\$0	\$143,772
2017	\$10,684	\$0	\$105,825	\$0	\$0	\$116,509	\$75,526	\$40,983	\$75,526
2016	\$10,684	\$0	\$105,825	\$0	\$0	\$116,509	\$68,660	\$47,849	\$68,660
2015	\$10,684	\$0	\$105,825	\$0	\$0	\$116,509	\$62,418	\$54,091	\$62,418
2014	\$10,056	\$0	\$46,688	\$0	\$0	\$56,744	\$56,744	\$0	\$56,744
2013	\$10,056	\$0	\$46,688	\$0	\$0	\$56,744	\$56,744	\$0	\$56,744
2012	\$10,056	\$0	\$46,688	\$0	\$0	\$56,744	\$56,744	\$0	\$56,744
2011	\$10,056	\$0	\$52,912	\$0	\$0	\$62,968	\$62,968	\$0	\$62,968
2010	\$10,056	\$0	\$59,138	\$0	\$0	\$69,194	\$69,194	\$0	\$69,194

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Vacant Residential	83	100	8300	SF	\$141,100

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
5/1/2017	4/26/2017	\$200,000.00	WARRANTY DEED	4366	726	U	I	SOLANA REGINA & WILSON GERALD	OLD FLORIDA MUSEUM HOLDINGS LLC
	10/7/2008	\$0.00	WARRANTY DEED	3130	1566	U	I	SOLANA REGINA & WILSON GERALD	SOLANA REGINA & WILSON GERALD
	3/1/1984	\$0.00		631	85	U	I		WILSON CATHERINE ***

No data available for the following modules: Exemption Information, Building Information, Extra Feature Information, Sketch Information.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice Mayor, and Commissioners

DATE: December 30, 2021

RE: LEGISLATIVE SESSION UPDATE

❖ **HB 323/SB 494 (Hutson) – Fish and Wildlife Conservation Commission**

Current Status – 12/6/21- Appropriations Subcommittee on Agriculture, Environment, and General Government

- This bill expands the type of vessels that an FWC or law enforcement officer can deem to be at risk of becoming derelict if it is tied to an unlawful or unpermitted structure or mooring.

1. Abandoned Property – vessels that have been declared to be public nuisances- this allows the City to treat public nuisance vessels as abandoned property.
2. This means the owner or responsible party of the public nuisance vessel must remove the vessel within 21 days. If they fail to do so, they will be liable for all costs of removal, storage, destruction, and disposal of the vessel.
3. Requires notice to the owner or responsible party.
4. Once the vessel is disposed of, the City must notify the owner or responsible party the amount they are legally responsible for.
5. To issue a certificate of title to another party, the City will have to put it in writing that it is no longer a public nuisance.
6. The bill also allows for funds from the Florida Coastal Protection Fund to be used to remove public nuisance vessels. FWC is required to adopt rule procedures for local governments to apply for grant funding.

The City takes this action already regarding derelict vessels and will only need to incorporate the portion requiring that the vessel is no longer a public nuisance as well as utilizing the Florida Coastal Protection Fund.

This Bill also allows for a person to operate a human-powered vessel within the boundaries of the marked channel of the Florida Intracoastal Waterway while participating in a sporting event.

Nothing else in the bill appears to be directly applicable to the City.

There is no financial burden on the City with regards to this bill.

The Florida League of Cities Formally supports this Bill.

❖ **HB 569 (McClure)/SB 620 (Hutson) – Business Damages/Local Government**

Current Status – 11/19/21 -Civil Justice & Property Rights Subcommittee

Any business that has been engaged in lawful business for at least three (3) years may claim business damages from the City IF the City enacts or amends an ordinance or charter that will cause a reduction of at least 15 percent of the business' revenue or profit.

1. The City is not liable if an ordinance is required to comply with State or federal law;

2. The City is not liable if the ordinance is temporary and on an emergency basis not to exceed 90 days.

The business has pre-suit requirements before they can file.

1. Businesses must present a written offer within 180 days to settle the business' claim for damages to the City before filing a suit
2. Settlement offers must be made in good faith to include:
 - a. Explanation of the nature, extent, and monetary amount of damages.
 - b. Must be prepared by the owner, a certified accountant or business damage expert familiar with the operations of the business.
 - c. Must provide copies of business records that substantiate the offer.
3. After the settlement offer is received and within 120 days, the City must accept, reject, or counteroffer by certified mail. If the City fails to respond this will be deemed as a counteroffer of zero dollars.
4. If there is a settlement prior to litigation, the business shall be entitled to costs and attorney fees for the time expended by the attorney to present the business' good faith offer to the City.
5. If the parties do not agree on the amount of costs or attorney fees, the business may litigate just those issues in circuit court.

This bill is similar to the business damages procedure in Florida's Eminent domain statute.

The Florida League of Cities Formally opposes this Bill.

❖ **HB 403 (Giallombardo)/SB280(Hutson) – LOCAL ORDINANCES**

Current Status: Sitting at Local Administration and Veterans Affairs since 11/23/21 –

The bill would require the City to prepare a "business impact statement" before adopting a proposed regular ordinance.

The statement must include the following:

1. Statement of public purpose -serving public health, safety or welfare.
2. Statement showing a reasonable connection between the public purpose and the expected effects of the ordinance.
3. Estimated economic impact on business considering both adverse and beneficial effects.
4. Good faith estimate on the number of businesses affected by the ordinance.
5. Analysis as to whether the ordinance will deter or encourage new business formations in the City.
6. Analysis to the extent the ordinance will impede the ability of businesses to compete with businesses outside the jurisdiction of the City.
7. Scientific basis of the ordinance if applicable.
8. Alternatives considered by the City that would reduce the impact of the proposed ordinance on businesses.
9. Any other information that is deemed useful.

The statement must be published on the City website the same day the notice of proposed enactment of the ordinance is published.

EMERGENCY ORDINANCES ARE EXEMPT (however, the City's ability to adopt local states of emergency or other emergency orders has been limited in the past year due to changes in state law).

Any new ordinance that is being challenged in litigation, including appeals litigation, which **challenges the ordinance's validity on the grounds that it is preempted by the Florida Constitution, state law, or is arbitrary or unreasonable** will be **SUSPENDED** until litigation is complete and a finding in the City's favor is made. If unsuccessful, attorney fees and costs may be awarded to the prevailing party.

Courts with pending challenges to ordinances are to give those cases priority over other pending cases.

The bill specifies factors a court must consider in determining whether an ordinance is arbitrary or unreasonable, including: the extent to which the ordinance protects public health, safety and welfare; the impact of the ordinance on the personal rights and privileges of municipal residents; the total economic impact of the ordinance; and the business impact statement prepared by the municipality.

This bill may have an undetermined negative economic impact on the City if passed.

The Florida League of Cities Formally opposes this Bill.

This Bill is being closely followed by the City.

❖ **HB 691(Slosberg)/SB690(Rodriguez) Resilience-related Advisory Committees**

Currently in the Environmental and Natural Resources Committee (11/16/21)

- Adds to 286.011, Florida Statutes – Public Meetings and records; public inspection; criminal and civil penalties

This would permit resiliency-related committees that are geographically spread to meet remotely via communications media technology (CMT). The CMT must allow for all attendees to be able to audibly communicate, as would be allowed if they were physically present. The bill provides for the public notice of such meetings to detail how interested members of the public may participate. All persons attending the public meeting or workshop must be allowed to audibly communicate.

The notice of such meeting must state whether it will be conducted using communications media technology, how a person may communicate and where the technology is available.

The Florida League of Cities Formally supports this Bill.

❖ **HB325 (Fischer)/ SB512(Burgess) – Vacation Rentals – In Regulatory Reform Subcommittee**

Currently in Regulatory Reform Subcommittee 11/5/21

The bills maintain the current preemption on local governments from adopting zoning ordinances specific to short-term rentals, as well as regulating the duration of stays and the frequency in which the properties are rented. The bills expand this preemption to include local regulations on advertising platforms. For cities that adopted ordinances prior to June 1, 2011, the bills maintain the "grandfathering" currently in place but clarify that those cities may amend their ordinances to be less restrictive or to comply with a local registration program. For cities that do not have "grandfathered" protections, the bills preempt cities from licensing short-term rentals; however, they authorize local governments to have a local registration program.

This new bill preempts to the state the licensing and registration program and our parking requirements, not all other ordinances that were passed post 2011 as discussed below.

The City may impose a fine for failure to register the vacation rental. **It does not specify the amount of the fine.**

1. Requires a 15-day time period for the City to accept an application for a vacation rental or provide notice of deficiencies. Time frames can be extended by mutual agreement. If the City fails to approve or provide notice of deficiencies within the 15-day time frame, the application is deemed approved. **This will change the current process as once the application is received, the approval or denial comes after the inspection. The inspection will need to take place within 15 days of receipt or a letter of deficiencies provided to require that inspection prior to approval.**
2. The City may only require the owner or operator of a vacation rental to:
 - Pay a fee of no more than \$50 for processing the registration application. **Currently per Resolution 2020-27, The City currently starts at \$294.48 plus \$73.81 per every additional bedroom and goes to \$663.54. This would preempt the fees established through Resolution 2020-27.**
 - Renew their registration no more than once per year unless the property has a change in ownership.
 - Submit identifying information about the owner or the property manager and the short-term rental being registered.
 - Obtain a license as a transient public lodging establishment by the Department of Business and Professional Regulation (DBPR) within 60 days of local registration.
 - Obtain all required tax registration, receipts or certificates issued by the Department of Revenue, a county or a municipal government.
 - Maintain all registration information on a continuing basis so it is current.
 - Comply with parking and solid waste handling requirements. These requirements cannot be imposed solely on short-term rentals.
 - Designate and maintain a property designee who can respond to complaints and other immediate problems related to the property, including being available by phone.
 - Pay in full all municipal or county code liens against the property being registered.
3. Advertising platforms must include in all listings the property's state license number, and if applicable, the local registration number. After July 1, 2023, the advertising platform will be required to check and verify the license number of all listings with DBPR. Additionally, by that date, DBPR will be required to maintain all short-term rental license information in an electronic format to ensure prompt compliance. Advertising platforms will be required to remove unlicensed listings within 15 days after notification by DBPR, as well as collect and remit all required taxes.
4. Termination/Denial of License- DBPR may revoke, refuse to issue or renew a short-term rental license or suspend the license for up to 30 days under several circumstances:
 - a. The property owner violates the terms of any lease or applicable condominium, coop or homeowner's association restrictions.
 - b. The owner fails to provide proof of local registration if one is required.
 - c. The local registration is terminated by a local government for violating any of the registration requirements described above.
 - d. The property and property owner are subject to a final order or judgment directing termination of the properties short-term rental status.

5. DBPR may also suspend the license for up to 30 days when the short-term rental has been cited for two or more code enforcement violations during a 90-day period.

The Florida League of Cities has not formally made a decision regarding support of this bill as of yet per their website. However, 1000 Friends of Florida is in opposition per their website.

❖ **HB 6025 (Eskamani)/ SB 316(Stewart)– Preemption of Tree Trimming, Pruning, Removal**

Currently in Local Administration & Veteran Affairs Subcommittee 09/21/21

This Bill effectively repeals 163.045, Florida Statutes which limits the City in requiring a notice, application, approval, permit, fee, or mitigation for the pruning, trimming, or removal of a tree on residential property if the property owner obtains documentation from an arborist certified by the International Society of Arboriculture or a Florida licensed landscape architect that the tree presents a danger to persons or property.

The Florida League of Cities Formally supports this Bill.

❖ **SB 518 (Brodeur)– Residential Home Protection**

Currently in Governmental Oversight and Accountability 11/03/21

Revises 163.045, Florida Statutes and maintains the existing prohibition against local governments requiring permits for the removal of "dangerous" trees on residential property. The bill clarifies what constitutes residential property and increases the level of assessment and type of documentation that must be provided by an arborist or landscape architect under the law.

The Florida League of Cities Formally supports this Bill.

Please place this item on the agenda for the January 10, 2022 City Commission meeting under 11.A - City Attorney items, for information only, no presentation necessary.

Thank you,



Richard K. Thibault
Assistant City Attorney

xc: John Regan, City Manager
Isabelle Lopez, City Attorney

**CITY ATTORNEY LEGISLATIVE BILL TRACKING
2022 PRE-SESSION**

BILL NUMBER	TITLE	SPONSOR	SUBJECT	STATUS UPDATES	VOTE HISTORY
HB 105	Regulation of Smoking by Counties and Municipalities	Fine; Altman	Authorizes counties & municipalities to further restrict smoking within boundaries of public beaches & public parks under certain circumstances.	Filed 09/15/21. Referred to Professions & Public Health Subcommittee; Referred to Environment, Agriculture & Flooding Subcommittee; Referred to Health & Human Services Committee; Now in Professions & Public Health Subcommittee 09/22/21.	
SB 224	Regulation of Smoking in Public Places	Gruters	Authorizing counties and municipalities to further restrict smoking within the boundaries of public beaches and public parks under certain circumstances; prohibiting smoking within the boundaries of a state park, etc.	Filed 09/15/21. Referred to Community Affairs; Environment and Natural Resources; Rules 09/21/21; On Committee agenda--Community Affairs 11/03/21; In Environment and Natural Resources 11/03/21.	Favorable by Community Affairs; YEAS 8 NAYS 0.
SB 280	Local Ordinances	Hutson	Authorizing courts to assess and award attorney fees and costs and damages in certain civil actions filed against local governments; requiring a board of county commissioners to prepare a business impact statement before the adoption of a proposed ordinance; requiring a governing body of a municipality to prepare a business impact statement before the adoption of a proposed ordinance, etc.	Filed 09/21/21; Referred to Community Affairs; Judiciary; Rules 10/13/21.	
HB 403	Local Ordinances	Giallombardo	Authorizes courts to assess & award attorney fees & costs & damages in certain civil actions filed against local governments; requires local governments to prepare business impact statement before adoption of proposed ordinances; specifies requirements for posting & content of statement; requires counties & municipalities to suspend enforcement of certain ordinances subject of certain legal actions; requires courts to give priority to certain cases; specifies factors court must consider in determining whether ordinance is arbitrary or unreasonable provides declaration of important state interest.	Filed 10/25/21; Referred to Local Administration & Veterans Affairs Subcommittee; Referred to Civil Justice & Property Rights Subcommittee; Referred to State Affairs Committee; In Local Administration & Veterans Affairs Subcommittee 11/05/21; Added to Local Administration & Veterans Affairs Subcommittee agenda 11/23/21.	
HB 303	Sanitary Sewer Lateral Inspection Programs	Truenow	Authorizes counties & municipalities to access sanitary sewer laterals within their jurisdiction for specified purposes; requires counties & municipalities to notify private property owners within specified timeframe if county or municipality intends to access owners' sanitary sewer lateral; provides that counties & municipalities that establish programs are legally & financially responsible for all work done; requires counties & municipalities that establish programs to consider economical methods for counties & municipalities; authorizes program established by county or municipality to evaluate & rehabilitate sanitary sewer laterals on residential & commercial properties to use state or local funds allocated for environmental preservation or protection of water quality.	Filed 10/14/21; Referred to Environment, Agriculture & Flooding Subcommittee; Referred to Local Administration & Veterans Affairs Subcommittee; Referred to State Affairs Committee; In Environment, Agriculture & Flooding Subcommittee 10/26/21.	
SB 608	Sanitary Sewer Lateral Inspection Programs	Brodeur	Defining the term "continuous monolithic pipe system"; authorizing counties and municipalities, respectively, to access sanitary sewer laterals within their jurisdiction for specified purposes; requiring counties and municipalities to notify private property owners within a specified timeframe if the county or municipality intends to access the owner's sanitary sewer lateral; authorizing a program established by a county or a municipality to evaluate and rehabilitate sanitary sewer laterals on residential and commercial properties to use state or local funds allocated for environmental preservation or the protection of water quality, etc.	Filed 10/25/21; Referred to Environment and Natural Resources; Community Affairs; Appropriations 11/03/21; On Committee agenda--Environment and Natural Resources, 11/30/21; Pending reference review under Rule 4.7(2) - (Committee Substitute) 11/30/21.	CS by Environment and Natural Resources; YEAS 6 NAYS 0.

**CITY ATTORNEY LEGISLATIVE BILL TRACKING
2022 PRE-SESSION**

BILL NUMBER	TITLE	SPONSOR	SUBJECT	STATUS UPDATES	VOTE HISTORY
HB 323	Fish and Wildlife Conservation Commission	Sirois	Revises vessel conditions that may be used to determine that vessel is at risk of becoming derelict; requires specified evidence to establish vessel restriction rules for protection zones for springs; prohibits municipalities & counties from designating public bathing beach areas or swim areas within specified areas; repeals provisions relating to derelict vessels & relocation & removal of such vessels from waters of this state; authorizes commission to establish program to provide grants to local governments; authorizes commission to use funds not awarded as grants for certain purposes; requires commission to adopt rules; provides that employees of commission or Florida Forest Service may operate drones for specified purposes.	Filed 10/15/21; Referred to Environment, Agriculture & Flooding Subcommittee; Referred to Agriculture & Natural Resources Appropriations Subcommittee; Referred to State Affairs Committee; In Environment, Agriculture & Flooding Subcommittee 11/05/21; Added to Environment, Agriculture & Flooding Subcommittee agenda 11/23/21.	
SB 494	Fish and Wildlife Conservation Commission	Hutson	Revising the vessel conditions that an officer of the Fish and Wildlife Conservation Commission or a law enforcement agency may use to determine that a vessel is at risk of becoming derelict; prohibiting municipalities and counties from designating public bathing beach areas or swim areas within their jurisdictions which are within the marked channel portion of the Florida Intracoastal Waterway or within a specified distance from any portion of the marked channel; authorizing the commission to establish a program to provide grants to local governments for certain actions regarding derelict vessels and those declared to be a public nuisance; providing that all employees of the commission or the Florida Forest Service may operate drones for specified purposes, etc.	Filed 10/13/21; Referred to Environment and Natural Resources; Appropriations Subcommittee on Agriculture, Environment, and General Government; Appropriations 11/02/21; On Committee agenda-- 11/05/21; On Committee agenda-- Environment and Natural Resources, 11/30/21.	
HB 325	Vacation Rentals	Fischer	The bill maintain the current preemption on local governments from adopting zoning ordinances specific to short-term rentals, as well as regulating the duration of stays and the frequency in which the properties are rented. The bills expand this preemption to include local regulations on advertising platforms. For cities that adopted ordinances prior to June 1, 2011, the bills maintain the "grandfather" currently in place but clarify that those cities may amend their ordinances to be less restrictive or to comply with a local registration program. For cities that do not have "grandfathered" protections, the bills preempt cities from licensing short-term rentals; however, they authorize local governments to have a local registration program.	Filed 10/18/21; Referred to Regulatory Reform Subcommittee; Referred to Ways & Means Committee; Referred to Commerce Committee; Now in Regulatory Reform Subcommittee 11/05/21.	
SB 512	Vacation Rentals	Burgess	The bills maintain the current preemption on local governments from adopting zoning ordinances specific to short-term rentals, as well as regulating the duration of stays and the frequency in which the properties are rented. The bills expand this preemption to include local regulations on advertising platforms. For cities that adopted ordinances prior to June 1, 2011, the bills maintain the "grandfather" currently in place but clarify that those cities may amend their ordinances to be less restrictive or to comply with a local registration program. For cities that do not have "grandfathered" protections, the bills preempt cities from licensing short-term rentals; however, they authorize local governments to have a local registration program.	Filed 10/15/21; Referred to Regulated Industries; Community Affairs; Rules 11/03/21.	
HB 515	Municipal Water and Sewer Utility Rates	Robinson, F.	Requiring a municipality to charge customers receiving its utility services outside the boundaries of the municipality the same rates, fees, & charges as it charges consumers within its municipal boundaries.	Filed 11/04/21; Referred to Tourism, Infrastructure & Energy Subcommittee; Referred to Local Administration & Veterans Affairs Subcommittee; Referred to Commerce Committee; In Tourism, Infrastructure & Energy Subcommittee 11/19/21.	
SB 886	Municipal Water and Sewer Utility Rates	Jones	Requiring a municipality to charge customers receiving its utility services outside the boundaries of the municipality the same rates, fees, and charges as it charges consumers within its municipal boundaries under certain circumstances, etc.	Filed 11/09/21; Referred to Community Affairs; Regulated Industries; Rules 11/30/21.	

**CITY ATTORNEY LEGISLATIVE BILL TRACKING
2022 PRE-SESSION**

BILL NUMBER	TITLE	SPONSOR	SUBJECT	STATUS UPDATES	VOTE HISTORY
SB 518	Residential Home Protection	Brodeur	Revising conditions under which a local government may not require a notice application, approval, permit, fee, or mitigation for the pruning, trimming, or removal of a tree on a residential property; specifying when a tree poses an unacceptable risk, etc.	Filed 10/15/21; Referred to Community Affairs; Governmental Oversight and Accountability; Rules 11/03/21.	
HB 569	Business Damages Caused by Local Governments	McClure	Authorizes certain businesses to claim business damages from county or municipality if county or municipality enacts or amends certain ordinances or charter provisions; provides exceptions; requires presuit procedure; authorizes recovery of costs & fees; specifies that certain evidence relating to mediations & negotiations is inadmissible; requires courts to consider certain factors & follow specified guidance.	Filed 11/10/21; Referred to Civil Justice & Property Rights Subcommittee; Referred to Local Administration & Veterans Affairs Subcommittee; Referred to Judiciary Committee; In Civil Justice & Property Rights Subcommittee 11/19/21.	
SB 620	Local Government	Hutson	Authorizing certain businesses to claim business damages from a county or municipality if the county or municipality enacts or amends certain ordinances or charter provisions; authorizing businesses to recover costs and fees in a specified manner and if certain requirements are met; requiring courts to consider certain factors and follow specified guidance when assessing costs; specifying requirements for the courts in determining and awarding attorney fees; requiring attorneys and businesses to submit certain documentation relating to attorney fees, etc.	Filed 10/25/21; Referred to Judiciary; Rules; Appropriations 11/03/21.	
HB 691	Resilience-Related Advisory Committees	Slosberg	Authorizes resilience-related advisory committees to conduct public meetings & workshops by means of communications media technology; provides that use of technology by committee member constitutes member's presence at meeting or workshop; provides notice requirements for public meetings or workshops conducted by means of communications media technology.	Filed 11/22/21.	
SB 690	Resilience-Related Advisory Committees	Rodriguez	Authorizing specified resilience-related advisory committees to conduct public meetings and workshops by means of communications media technology; providing that use of such technology by a committee member constitutes that member's presence at such meeting or workshop; requiring that such technology allow the public to audibly communicate, etc.	Filed 10/27/21; Referred to Community Affairs; Environment and Natural Resources; Rules 11/16/21.	
HB 6025	Preemption of Tree Pruning, Trimming, and Removal	Eskamani	Repeals provisions relating to tree pruning, trimming, & removal on residential property.	Filed 09/13/21; Referred to Local Administration & Veterans Affairs Subcommittee; Referred to Commerce Committee; Referred to State Affairs Committee; Now in Local Administration & Veterans Affairs Subcommittee 09/22/21.	
SB 316	Preemption of Tree Pruning, Trimming, and Removal	Stewart	Repealing a provision relating to tree pruning, trimming, or removal on residential property, etc.	Filed 09/22/21; Referred to Community Affairs; Judiciary; Rules 10/13/21.	
HB 4681	St. Augustine West Augustine Septic to Sewer	Stevenson	Provides an appropriation for the St. Augustine West Augustine Septic to Sewer APPROPRIATION: \$2,000,000.	Filed 12/01/21.	

CITY ATTORNEY LEGISLATIVE BILL TRACKING
2022 PRE-SESSION

BILL NUMBER	TITLE	SPONSOR	SUBJECT	STATUS UPDATES	VOTE HISTORY
HB 4967	St. Augustine Fire Station 2 Design	McClure	Provides an appropriation for the St. Augustine Fire Station 2 Design. APPROPRIATION: \$500,000.	Filed 12/08/21.	
CS = Committee Substitute filed.					
* Bills with no counterpart in Senate or House have minimal chance of passage.					

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

Date: January 10, 2022

RE: Consideration and Approval of;

- 1. Lease of City Waterworks Building at 184 San Marco Avenue to the St. Johns Cultural Council, or**
- 2. Management of City Waterworks Building as a venue by the City of St. Augustine**

This agenda item is to determine the future use of the City Waterworks Building at 184 San Marco Avenue. The City Waterworks Building is an historic property dating from 1898 that the city has restored and updated to meet all current occupancy requirements. The most previous use of the property was meeting and event space for the St. Augustine Garden Club.

The building contains a 1,348 square foot open assembly room with a stage, a 277 square foot office, a 250 square foot office, a 250 square foot kitchen/break room and a 148 square foot storage room. There are 3 new restrooms which are fully ADA compliant. The parking lot associated with the Waterworks Building is a public parking lot that also serves the Public Library and Florida National Guard Armory. There are a total of 51 public parking spaces in this lot and an additional 11 spaces reserved for the Public Library (these reserved spaces are on SJ County owned land). The largest occupancy room can accommodate approximately 150 seats, which would require 38 parking spaces.

At the September 27, 2021 City Commission meeting, a status update on the building was presented and there was a discussion about the future use of the building. A citizen survey has been conducted and the most common anticipated use of the building was for community events, archaeological displays and music/theater performances and entertainment. City staff was directed to analyze the costs associated with managing the facility as a city operated venue and a pro forma is attached as exhibit "A" which shows the financial model. In summary, the pro forma shows a city operated venue would require a long-term financial commitment to create a venue as well as marketing, operations, full time staffing and building maintenance.

The St. Johns Cultural Council has expressed an interest in leasing the property to use as their office and as event space. The leased space is shown as exhibit "B" and includes the outdoor music platform. The St. Johns Cultural Council is a 501(c)(3) not for profit corporation and they are the designated Local Arts Agency for St. Johns County. The St. Johns Cultural Council

supports the arts and culture of our community through various grant programs to artists and cultural organizations and directly through exhibits, activities and events.

There are advantages and disadvantages to leasing the property to the St. Johns Cultural Council.

Advantages:

1. An immediate occupancy of the building with an experienced arts and cultural advocacy organization. The Cultural Council organization has an established marketing program and a large network of local artists and arts and cultural organizations. The city would have to hire and train employees and create a program, website, etc. which may result in unnecessary competition with the Cultural Council. Attached are letters of support received by the City as Exhibit "C".
2. The Cultural Council can provide event space for community meetings and has a demonstrated track record of providing free meeting space.
3. The Cultural Council will provide on-site daily occupancy of the building, which improves site security.
4. The Cultural Council will pay for the interior finishing work in the building such as window coverings, audio/visual systems, furnishings, etc. and they will maintain the interior of the building in compliance with a Historic Preservation Covenant monitored by the city.
5. Leasing the building to the Cultural Council supports the city's goal of improving intergovernmental relations with St. Johns County and supporting the arts and culture of our community.
6. The city shall be identified as a partner with the Cultural Council in their marketing and event advertising, further supporting our commitment to the arts and culture of our community.
7. Financial savings to the city in the short and long term.

Disadvantages:

1. The city loses control of the building during the term of the lease (Exhibit "D").
2. Less direct monitoring of the use of the public parking lot during events.

There are advantages and disadvantages for city management of the Waterworks Building.

Advantages:

1. The city retains total control of the use of the property.
2. There is more flexibility to lease the property to other entities in the future depending on future needs and community uses and desires.
3. The property can be used as flexible city space for unidentified needs including emergency management.
4. City management gives a greater perception of community ownership of the property.

Disadvantages:

1. The property would need to be subsidized by ad valorem taxation. There are a number of variables to consider, but our best estimate would be approximately \$45,000-\$100,000/annually as shown on Exhibit "A".
2. It is anticipated that the interior buildout including Audio/Visual installation, window coverings, furnishings, etc. would be between \$75,000-\$100,000 from this budget year.
3. The arts community identifies the Cultural Council as the "hub" of local arts and culture. City management makes it more difficult, optically, to convey this level of commitment.
4. It would take at least 3 months to hire and train staff, establish a marketing program, website, etc. The city would then only be in the early phase of the learning curve of managing small scale arts and cultural programming.

Draft Terms of the Lease (highlights).

- A 5 year first term with a 10 year second term, expiring 2047.
- A monthly payment of \$500 with an annual adjustment based on the CPI. These fees should be placed in a restricted fund for future maintenance of the property.
- Interior Build-Out, Custodial Service and Utilities are the lessee's responsibility.
- City maintains the structural integrity of the building and maintains the AC units, landscaping and fencing.
- Alcohol sales and service is allowed inside the building only.
- Lessee acknowledges that the parking lot is a public lot which is also used by National Guard and the lease does not give the lessee the right to park on the county owned library property.
- Events may not be held after 10:00pm.
- Typical indemnification, hold harmless and insurance clauses.

Recommendation

Staff recommends proceeding with a lease of the property to the St. Johns Cultural Council. Due to the holidays, vacation schedules and covid, there are remaining details and reviews needed to finalize the lease. I will be available to discuss the most updated details of the lease at the meeting.



John Regan, P.E.
City Manager

EXHIBIT A

Exhibit A

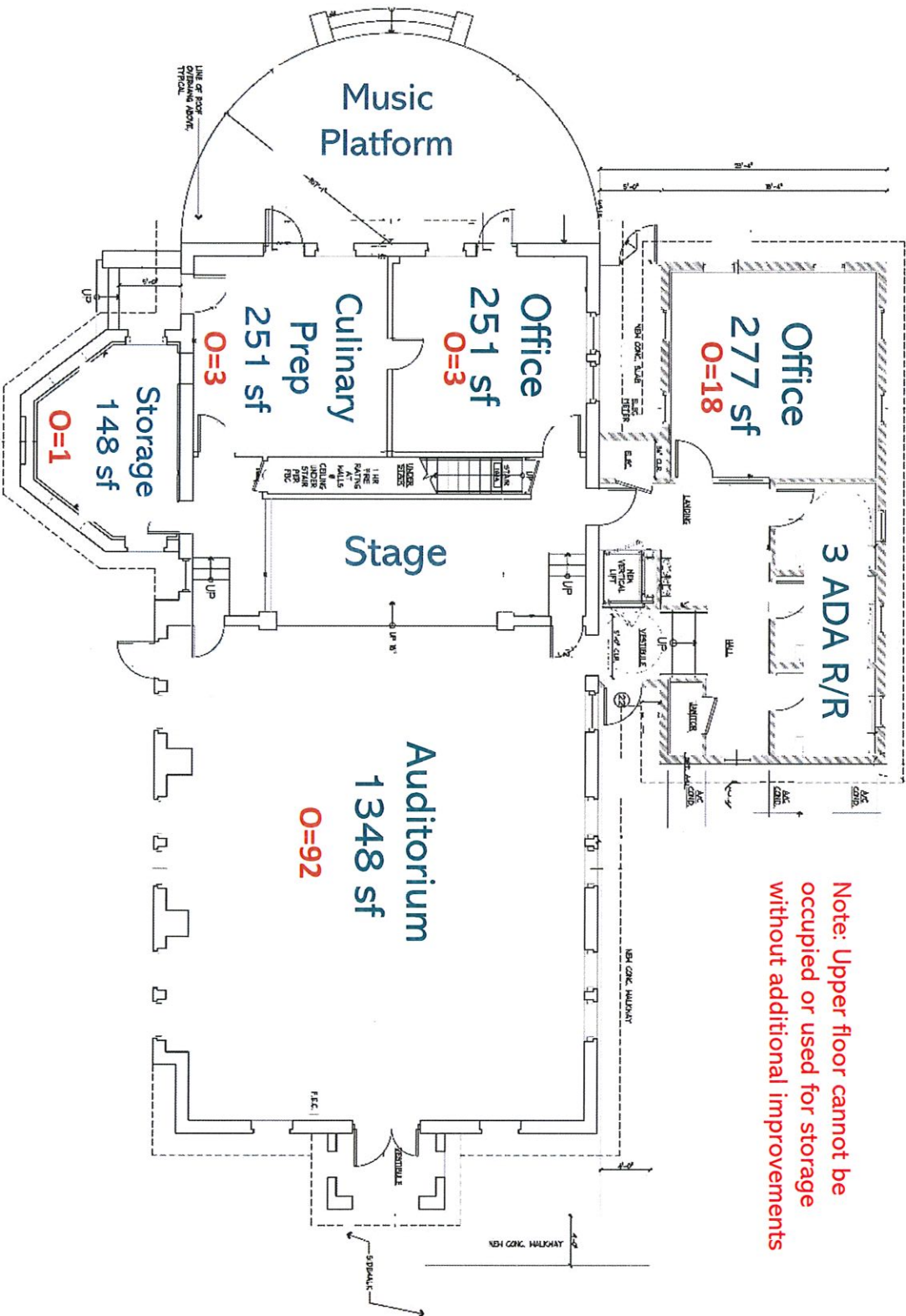
Water Works Option

Expenses						
	Salary	FICA	Pension	Insurance	Site Manager: Custodial, On-Site during all events	
Position #1	\$35,000	\$2,678	\$ 8,750	\$ 8,200		
Position #2	\$50,000	\$3,825	\$12,500	\$ 8,200	Cultural Program Manager: Schedules events, "curates", finds events, develops events	
Office Furniture/AV Equipment (one-time)				\$ 85,000		
Utilities/Household Supplies				\$ 20,000		
Other				\$ 5,000		
Total				<u>\$239,153</u>		
Less "One-Time"				(85,000)		
Total Recurring Costs				<u>154,153</u>		

Revenues						
	Rate	Revenue	# of units	Rate	Revenue	# of units
Current revenue generated by Galimore Center at \$35/hour:	\$ 35	32,000	914.29			
Potential with Fees Raised to Cover Costs at \$55/hour:	\$ 55	50,286	914.29			
Hourly rate for Waterworks	\$ 35	8,750	250	\$ 75	18,750	250
Daily rate for Waterworks	\$ 200	15,000	75	\$ 400	30,000	75
Weekly rate for Waterworks	\$1,000	20,000	20	\$ 2,000	40,000	20
Monthly rate for Waterworks	\$3,300	9,900	3	\$ 6,600	19,800	3
		<u>\$ 53,650</u>	2690		<u>\$108,550</u>	2690
					<u>\$159,700</u>	2690
Annual Cost Recovery Difference		(100,503)			\$ (45,603)	
					\$ 5,548	

EXHIBIT B

First Floor Plan



*Floor plan clipped and edited from Bender Architects and Associates PA for graphic purposes only



CITY OF
STAUGUSTINE
EST. 1565

EXHIBIT C



December 21, 2021

Dear City Commissioners,

A Classic Theatre, Inc. enthusiastically supports The St. Johns Cultural Council's proposal to operate the Waterworks Building for the benefit of arts, community and cultural organizations as well as the residents of St. Augustine, Fl.

A Classic Theatre has successfully produced quality theatre in St. Augustine for fourteen years and would welcome the opportunity to not only have a home for our productions at the Waterworks but to work collaboratively with the St. Johns Cultural Council to host events for the benefit of St. Augustine residents. That could include theatre classes for youth and adults, summer outdoor free events utilizing the outdoor stage and technical assistance for groups using the auditorium.

St. Augustine has long been known for its artistic and cultural heritage. We believe that The Waterworks would be a hub of community and cultural activities that would enhance not only organizations such as The Friends of the Library and A Classic Theatre, but also the residents of St. Augustine.

The St. Johns Cultural Council is uniquely equipped to facilitate the use and maintenance of The Waterworks building. Christina Parrish Stone is an experienced administrator and events coordinator and SJCC has the resources, and more importantly, the passion, to make The Waterworks a community and cultural centerpiece in St. Augustine.

We appreciate your consideration and hope you will support this proposal.

Respectfully,

Cindy Alexander
Artistic Director
A Classic Theatre



Friends of the Main Library St. Augustine

1960 N. Ponce de Leon Blvd.
St. Augustine, FL 32084
(904) 827-6940

Dear City of St. Augustine Commissioners,

I am writing in support of the proposition for the St. Johns Cultural Council to take residence in and management of the City's Waterworks Building, located next to the Main Library.

Friends of the Main Library St. Augustine will commit to hosting free public programming in the Waterworks Building throughout the year if under the care of the St. Johns Cultural Council. We will work with other community groups, such as the EMMA Concert Association, to bring engaging programs to our City. We will also invite special guests and Library staff to provide programming to our fellow citizens. Such programs include:

Special Event Children's Programs:

- Halloween Family Fun
- Summer Reading
- Back to School

Teen Programs:

- Art classes
- Book Club
- Theatre

Adult Programs:

- Book Clubs
- Author visits
- Art Classes
- Theatre
- Music/Concerts
- St. Johns Reads/Community Reads events

Friends' Special Events:

- Annual Meeting
- Volunteer Recognition Luncheon

Friends of the Main Library St. Augustine spend thousands of dollars on programs and guests every year. Having a venue available to accommodate more residents will allow us to reach and serve a greater number of people. We are natural partners for the Cultural Council and applaud their leadership in striving to make this proposition happen. They have our complete support to see the Waterworks Building used for community quality of life programs and events. Please add your support to ours!

Sincerely,

Gordon Tarbat
President, Friends of the Library St. Augustine



St. Johns County Board of County Commissioners

Public Library System | Main Library

December 14, 2021

Dear City Commissioners,

The Main Library fully supports the proposal for the St. Johns Cultural Council to become our neighbor and partner in the Waterworks Building. I have met with Christina Parrish Stone, Cultural Council Director, multiple times to discuss our concerns and the benefits associated with their occupancy. We agree this is an opportunity for a true win-win for both organizations.

I've managed the Main Library since 2003 and witnessed the prior use of the Waterworks Building by the Garden Club and as a wedding venue. Both caused significant issues for parking. Whomever is granted use of the facility will have even less parking due to the area through which traffic now exits to San Marco.

As a partner with the Cultural Council, we will work cooperatively to maximize use of the parking lot. The Main Library needs larger programming space mid-week and, by conscious scheduling of events, our organizations will be able to maximize use of the parking lot during non-peak hours of library business, particularly nights and weekends.

Having managed this library for more than 18 years, I can attest to the security and safety issues which rose as the Waterworks Building was left vacant for many years. I watched as the state of our properties declined into vagrancy and substance abuse. The S.A.P.D. has been very responsive over the years to our calls for assistance. Relocating the Cultural Council offices means the building will be occupied daily, creating a safer environment for our library patrons, my staff, Friends of the Library, and volunteers to work in and for our residents to enjoy.

I look forward to welcoming the St. Johns Cultural Council to our neighborhood. I respectfully ask that you support this proposal.

With Warm Regards,

Valerie Peischel Mull, Branch Manager

EXHIBIT D

LEASE AGREEMENT

THIS 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. JOHNS COUNTY CULTURAL COUNCIL, INC.** (hereinafter referred to as "LESSEE"), a Florida not-for-profit corporation, whose mailing address is 15 Old Mission Avenue, St. Augustine, Florida 32084.

WITNESSETH:

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"): the Waterworks Building, 184 San Marco Avenue, St. Augustine, Florida, and limited adjacent outdoor area, as depicted on the site plan sketch attached hereto and incorporated herein as Exhibit A.

(2) **TERM:**

- (a) Initial Term: The initial Term of this Lease will be for five years, commencing on _____ 2022 at 12:01 a.m. and expiring _____ 2027 at 11:59 p.m., subject to the terms and conditions set forth herein.
- (b) First Renewal Term: No later than one hundred and twenty (120) days prior to the end of the initial term, the parties will enter into good faith negotiations regarding the potential renewal of the Lease. The intent of the negotiation period is for both parties to evaluate whether a renewal of the lease addresses their respective needs and furthers their mutual goals. If the parties agree to a First Renewal Term, that term will be for ten years, commencing upon expiration of the Initial Term and expiring _____ 2037 at 11:59 p.m., subject to the terms and conditions set forth herein.
- (c) Second Renewal Term: Unless either party gives notice to the other party no later than one year (365 days) prior to the expiration of the First Renewal Term, this Lease will automatically be renewed for a second and final term. The Second Renewal Term will be for ten years, commencing upon expiration of the First Renewal Term and expiring _____ 2047 at 11:59 p.m., subject to the terms and conditions set forth herein.

(3) **RENTAL:** In consideration for LESSEE'S primary use of the Leased Premises as a cultural center providing programming in furtherance of the City of St. Augustine's Vision Plan: 2014 and Beyond, the rental of the Leased Premises shall be in the amount of thirty thousand and 00/100 (\$30,000.00) Dollars ("Rent") over the Initial Term of this Agreement and shall be payable monthly, in advance, at a rate of \$500.00, plus applicable taxes, commencing on the first day of _____, 2022, and on the first day of each consecutive month thereafter during the Initial Term of this Lease. The Rent shall be annually adjusted on the first day of _____, 2023 and on the first day of _____ of each year thereafter based on the increase in the Consumer Price Index (CPI) for southern urban consumers for

areas with a population of fewer than 50,000 for the measured period of June 1st through May 31st of each year. The rental of the Leased Premises for a First Renewal Term or Second Renewal Term will be due and payable in the same manner, unless otherwise agreed to by the parties in writing in an addendum to this Lease. The Rent shall be payable the month preceding the month of occupancy 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 monthly lease will be assessed for any late payment received after the fifth day of each month. Failure to pay rent, in total, before the end of the fifth day shall be a default of the Terms of this Rental Agreement.

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 Agreement.

(4) INTERIOR BUILD-OUT, CUSTODIAL SERVICES, AND UTILITIES: LESSEE shall pay for all costs associated with the interior build-out of the Leased Premises for its intended use and shall pay for the cost of custodial services and utilities furnished to the Leased Premises, such as gas, electricity, telephone, water and sewer, trash and garbage collection service, and shall make all necessary utility deposits. LESSOR shall not be responsible or liable for any interruption or failure of utility service. Prior to issuance of any construction permit, LESSEE shall coordinate with the City's Planning and Building Department, Historic Preservation Officer for review and compliance with the Waterworks Building preservation covenants.

(5) LICENSE AND PERMITS: LESSEE shall be responsible for obtaining and maintaining at LESSEE'S expense all licenses and permits necessary and required for the operation of the business or businesses conducted by the LESSEE on the Leased Premises.

(6) MAINTENANCE: LESSOR covenants and agrees to keep the structural integrity of the interior and exterior of the Leased Premises and the exterior appearance of the Leased Premises in good and sufficient repair, including the air-conditioning equipment, fencing and landscaping, excepting unforeseen casualty not caused by the acts or omissions of the LESSEE, its employees, agents or guests. LESSEE shall maintain all non-structural interior components of the Leased Premises, including but not limited to all interior doors, floors, ceilings, walls, and finishes, and the electrical and plumbing for said Leased Premises in good condition and shall make all above-ground repairs to said equipment. LESSOR shall be responsible for all below-ground repairs. Installation, maintenance and repair of all equipment, fixtures or furnishings to the Leased Premises shall be the sole responsibility of LESSEE. LESSEE agrees to maintain, clean and repair the interior of the Leased Premises at the LESSEE'S sole cost and expense during the continuance of this Lease in good, sound, clean and serviceable condition and repair, except for defects in materials or workmanship in

the construction of the building housing the Leased Premises. LESSOR shall not be required to replace, renew or repair any depreciation or damage caused by the negligence of LESSEE or LESSEE'S employees, agents or guests. At the sole option of LESSOR, LESSOR may undertake or contract for the renewal or repair of any damage, electrical failure or plumbing stoppage caused by the negligence of LESSEE or LESSEE'S employees, agents or guests and may charge LESSEE for the reasonable cost of such renewal or repair.

(7) **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 Rental Agreement, any agent or employee of any party to this Rental Agreement or any other person or any governmental agency arising out of or incident to or in connection with the LESSEE'S performance under this Rental Agreement, 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 Rental Agreement or any breach of the terms of this Rental Agreement. 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 Rental Agreement. Compliance with the insurance requirements described in paragraph 8, 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 Rental Agreement, 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.

(8) **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 licensees, 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.

(9) **NO WAIVER OF SOVEREIGN IMMUNITY:** Nothing in this Lease 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.

(10) **USE OF PREMISES:**

(a) LESSEE shall use the Leased Premises for the purpose of operating a cultural center consistent with the terms described in Exhibit B, attached hereto and incorporated herein.

(b) **SPECIAL CONDITIONS:**

(1) LESSEE, and any of its licensees, guests, or invitees, if in possession of all required state and local permits and licenses, may sell, serve, allow the consumption of, or otherwise dispose of, alcoholic beverages within the interior or fenced exterior areas of the Leased Premises identified in Exhibit A. No alcohol is allowed in any parking area, sidewalk, outdoor common or shared area, or outdoor open area adjacent to or appurtenant to the Waterworks Building except as depicted in Exhibit A.

(2) LESSEE understands and agrees to limit music and voices to non-amplified sound in all outdoor areas.

(3) LESSEE understands and agrees that if it seeks approval for off-site parking LESSEE is responsible for applying for, and complying with, all necessary permits. LESSOR makes no guarantees or promise of approval for any permit that may require a quasi-judicial hearing.

(4) LESSEE understand and agrees that all activity occurring on the Leased Premises is limited in occupancy and intensity of use by the availability of a non-exclusive parking area to the immediate north and west of the Waterworks Building adjacent to the Leased Premises. LESSEE further understands and agrees not to use the St. Johns County Public Library parking and understands and agrees that the National Guard may need to use the non-exclusive parking area episodically for drills and other activities necessary for its operations, which may impact LESSEE's use of the Leased Premises and impact its licensee's use for booked events.

(c) LESSOR reserves the right to require LESSEE to remove any item, either displayed, for sale, or consumption that LESSOR finds is objectionable or not compatible with Choose an item.. Upon written notification to LESSEE by LESSOR, the objectionable item(s) will be immediately removed from the Leased Premises with no recourse by LESSEE. Failure to remove the items constitutes a default of this Lease and will result in termination of this Lease. LESSEE agrees and understands that LESSOR has the discretion to make its determination binding on LESSEE.

- (d) LESSEE will not, nor will LESSEE allow anyone to, reside in the Leased Premises, but LESSEE may, at LESSEE's cost, provide for on-site security personnel.
- (e) LESSEE shall not be permitted to:
 - (1) Use said Leased Premises in any manner that will obstruct or interfere with or encroach on the walks or approaches to said Leased Premises.
 - (2) Make or suffer any waste or unlawful, improper or offensive use of said Leased Premises, permit or suffer any noise, disturbances or nuisance on the Leased Premises detrimental to or annoying to LESSEE'S neighbors or allow any use not approved by the LESSOR.
 - (3) Hold or conduct any type of auction sales on said Leased Premises other than those commonly associated with fundraising events such as silent auctions.
 - (4) Make any physical changes to the building without consent.
 - (5) Perform any type of excavation on the Leased Premises without the prior, express written permission of LESSOR and only in compliance with applicable city codes relating to protection of archaeological resources;
 - (6) If applicable, permit the electrical panel located in the Leased Premises to be obstructed in any way. The LESSEE shall ensure the existence of at least three (3) feet of unobstructed space and access to the panel at all times; or
 - (7) If applicable, ignite or fail to extinguish immediately any fire located in the fireplaces located within the Leased Premises.
 - (8) Place any signs or furniture outside of the Leased Premises. The Leased Premises includes a designated outdoor area for the exclusive use of LESSEE, and LESSEE may place outdoor furniture and furnishings in that area, the care and maintenance of which shall be the responsibility of the LESSEE. No amplification equipment or speakers shall be used outside the Waterworks Building.
- (f) 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. The LESSEE 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.
- (g) **HOURS OF OPERATION:** LESSOR intends to staff its offices located within the Leased Premises during regular business hours, Monday through Friday, excepting holidays. The parties understand that events and functions may be scheduled after 5:00 p.m. and on weekends, however no event or function may be held past 10:00 p.m.

(11) 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.
- (c) LESSEE shall have the duty to notify LESSOR of any defect in the Leased Premises for which the LESSOR owes a duty pursuant to the Terms of this Lease to maintain, repair or replace immediately upon LESSEE becoming aware of such defect. If LESSEE fails to immediately notify LESSOR of any such defect, LESSOR shall not be responsible for damage to LESSEE'S property which may be caused by said defect which could have been prevented by LESSEE'S prompt action, and LESSEE shall be responsible for any consequential damages which may arise as a proximate cause of LESSEE'S failure to notify LESSOR of such defect.

(12) 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 in the Historic Districts. The LESSEE shall not place any items, furniture, fixtures, merchandise or other items of any description at any location other than inside the Leased Premises.

(13) 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. Any wired in, integrated audio-visual equipment, speakers, and theatrical stage, curtains, and lighting affixed to the structure will be deemed a fixture and part of LESSOR'S realty upon expiration or termination of this Lease.

(14) ITEMS FURNISHED BY LESSEE: LESSEE will furnish all equipment, fixtures, furnishings, supplies, house wares, decoration, floor coverings, drapes and all other items as necessary to operate LESSEE'S business on the Leased Premises

(15) ABANDONED PROPERTY: BY SIGNING THIS RENTAL AGREEMENT, 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.

(16) 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, except upon the prior written approval of LESSOR, which approval shall not be unreasonably withheld. Any assignment shall include payment of a fee, as follows:
 - (1) Twenty-five percent (25%) of the annual Lease payment if the Lease is assigned during the first (1st) year of this Agreement;
 - (2) Fifteen percent (15%) of the annual Lease payment if the Lease is assigned during the second (2nd) year of this Agreement; or
 - (3) Ten percent (10%) of the annual Lease payment if the Lease is assigned during the third (3rd) year of this Agreement.
- (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 21 on this Lease.
- (c) LESSEE may hold its own functions, recitals, theatrical performances, exhibits, and events on the Leased Premises, and may episodically license the use of the Leased Premises to other public and private groups or individuals for individual functions or events as ancillary to, and in support of, its primary use as a cultural center, if otherwise allowed consistent with its zoning, state and local permit approvals, and the terms of the Lease. LESSEE and any licensed function or event held on the Leased Premises must comply with all special conditions, rules, and prohibitions of this Lease, including but not limited to the service of alcohol limitations found in section 10(b)(1), the parking limitations found in section 10(b)(4) and the hours of operation found in section 10(g). LESSEE's duty to indemnify LESSOR for any third-party death, injury, negligence, damages, or loss of any kind shall continue regardless of whether LESSEE has licensed the use of the Leased Premises to others.

(17) 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, LESSOR at LESSOR'S option shall:

- (a) Restore same to tenantable condition within a reasonable period of time; or
- (b) Terminate this Lease without liability of any kind to LESSEE. In the event LESSOR elects to restore the Leased Premises, the Rent shall abate pro rata during the untenability of the Leased Premises. If only a portion of the Leased Premises is deemed untenable, the Rent shall abate pro rata

based on square footage deemed untenable until same shall be restored to a tenable condition.

(18) **COVENANT TO OCCUPY:** LESSEE hereby covenants and agrees to continue in occupancy of said Leased Premises 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.

(19) **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.

(20) **LESSEE'S CANCELLATION RIGHT:** Provided no event of default exists when LESSEE delivers the Cancellation Notice, LESSEE may cancel the Lease upon sixty (60) days' notice to LESSOR, by delivering to LESSOR written notice thereof.

(21) **DEFAULT:**

Rent:

(a) 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:

- (1) Terminate this Lease, reenter the Leased Premises and hold LESSEE liable in damages; or
- (2) 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
- (3) 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.

Other Breach:

- (a) Breach – If LESSEE violates any of the terms and conditions of this Agreement, other than those described in Section (a), Rent, LESSOR will provide LESSEE notice of the breach consistent with Section (b), Notice, below.
- (b) Notice – For the purposes of any notices regarding a breach to LESSEE, LESSOR shall mail same, via regular U.S. Mail to the address provided by LESSEE herein. LESSOR may also provide notices to LESSEE via email at

LESSEE agrees that notice shall be deemed completed upon LESSOR transferring the notice correspondence to the United States Postal Service or by electronic mail exchange.

- (c) **Default** – LESSEE shall have fifteen (15) days from the date of the notice in section (b) above, to cure the breach identified in the notice. Failure to cure the breach timely shall have the effect of LESSEE acknowledging the breach by default, and LESSOR may then utilize any and all other remedies now or hereafter existing under the common and statutory laws of the State of Florida, including by not limited to, termination of the Lease or non-renewal of the Lease.

(22) **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.

(23) **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.

(24) **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.

(25) **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
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. JOHNS COUNTY CULTURAL COUNCIL, INC.
15 OLD MISSION AVE.
ST. AUGUSTINE, FLORIDA 32084**

(26) **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.

(27) **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.

(28) **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.

(29) **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.

(30) **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 _____, 2022.

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

"LESSOR"

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

BY: _____
John P. Regan, City Manager

"LESSEE"

**ST. JOHNS COUNTY CULTURAL
COUNCIL, INC.**

Signed, sealed and delivered in the
presence of:

Witness

Print: _____

Witness

Print: _____

BY: _____

Print: _____

Title: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT A

SKETCH OF LEASED PREMISES

EXHIBIT B

USE OF PREMISES

It is the intent of the Parties that the Leased Premises be used primarily as a cultural center, through the work of LESSEE and other not-for-profit cultural organizations based in and around the City. LESSEE is not an agency of the City of St. Augustine, nor is it an employee or contractor of the City of St. Augustine, and it is independently providing programming and services to the public and greater arts community as a private commercial tenant with exclusive possession and control of the Leased Premises during the term of the Lease. LESSEE shall utilize the Leased Premises as its base of operations and business headquarters. In addition, LESSEE shall make the Auditorium of the Leased Premises available, with a reasonable fee, for the cultural programming and meetings of others.

1. **Use by Not-For-Profit Cultural Organizations.** The Auditorium of the Leased Premises will be made available by LESSEE for use by non-profit organizations and other groups with a primary mission related to arts, culture and heritage, licensed to do business in the State of Florida or otherwise focused on the cultural heritage of the greater St. Augustine area, no less than four hours per day on 200 days per year, for meetings of such organization's members and cultural programming offered to the public at no (or very low) cost.
2. **Application Process.** An application must be submitted at least 15 days in advance of the requested date(s) of use. LESSEE shall independently evaluate each application based on its sole discretion as a private not-for-profit corporation. LESSEE may develop an online calendar and application portal or may accept applications at the Leased Premises. LESSEE shall review each application within 7 days of receipt to ensure that the use proposed therein is consistent with the operation of the Leased Premises as a cultural center and that the proposed use will not cause excessive wear and tear of the Leased Premises or result in a violation of occupancy or parking limits. LESSEE may deny the application for use if, in LESSEE'S sole discretion, LESSEE determines that the use does not meet the requirements of these Guidelines.
3. **Fees for Use.** LESSEE may charge a reasonable fee for use of the Auditorium, based on costs associated with such use.
4. **Limitations on Days / Hours of Use.** Except for the organizations with reservation priority established in paragraph 5 of these guidelines, not-for-profit cultural organizations may reserve no more than one date and four hours of use in any calendar month. LESSEE may approve, in LESSEE'S sole discretion, exceptions to this limitation if the additional use does not unreasonably limit use by other eligible organizations.
5. **Priority Reservations.** The following organizations shall have the first opportunity to reserve dates for the upcoming fiscal year (October 1st through September 30th), with all priority dates reserved before June 30th of the preceding year. These organizations may reserve additional dates and times but will be required to do so following the same process as any other applicant.

- A. Friends of the Main Library** shall have priority of use on Tuesdays, Wednesdays and Thursdays throughout the year, from 10 a.m. until 5 p.m., to produce cultural programming.
 - B. A Classic Theatre** may reserve a total of 80 rehearsal dates (up to 3 hours each, after 5 pm) and 28 performance dates (4 hours each, on Friday and Saturday evenings and on Sunday afternoons) to produce its annual season of programming.
 - C. Associations of the Neighborhood Council of St. Augustine.** Each Association and the Neighborhood Council may reserve up to three hours per month for meetings or member events.
6. **Programming of LESSEE and Others.** LESSEE may utilize the Auditorium for LESSEE'S events and programming and may allow individuals, for-profit organizations, and other not-for-profit organizations to hold meetings and present cultural programming including recitals, lectures, exhibitions, educational classes, workshops, and similar activities on dates and during times that are not reserved as provided above. Fees for such use will be reasonably related to the costs and impact of such use on the Leased Premises and additional staff time required to manage this use. LESSEE may, but shall not be required to, approve applications for programming that includes service or sale of alcohol (with appropriate permits) and fundraising activities of not-for-profit organizations.

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, December 13, 2021

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

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

Also Present: John Regan, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
Reuben Franklin, Director, Public Works
David Birchim, Director, Planning and Building
Melissa Wissel, Communications Director
Greg Johnson, Deputy Director, Financial Services
Jennifer Michaux, Police Chief
Laura Morse, Recording Secretary

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Jeff Gatlin, Freedom Church, delivered the invocation, and Commissioner Sikes-Kline led the Pledge of Allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

(None)

MOTION

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

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

3.A. Special presentation of the American flag to the family of former mayor Eddy Mussallem in recognition of his contributions to the City of St. Augustine.

Mayor Upchurch remembered the service and accomplishments of the former mayor and presented the American flag flown at half-mast the day of the funeral to Marsha and Jimmy Byles, daughter and son-in-law.

Mr. Byles thanked Mayor Upchurch and the Commission for the wonderful tributes displayed in honor of his father-in-law.

John Regan, City Manager, introduced Doug Conkey, Intergovernmental Coordinator, St. Johns River Water Management District (SJRWMD), who was an important liaison for projects and collaboration with the City.

Mr. Conkey noted SJRWMD's intentions to rise to the region's level for a stronger voice and leverage money to accomplish goals. He said the Commission was the cutting edge of this topic, these were tough times, and he was appreciative and excited to work with them.

Mayor Upchurch thanked Mr. Conkey for his service to the community and the City.

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:

- Maureen Long
- B.J. Kalaidi

Public comment was closed.

5. CONSENT AGENDA

Mr. Regan reviewed the Consent Agenda.

CONSENT AGENDA DECEMBER 13, 2021

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON JANUARY 10, 2022:

(None)

CA.3. Reminder of Upcoming Meetings:

- 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:

- October 25, 2021, Regular City Commission Meeting
- October 25, 2021, Special City Commission Meeting
- November 8, 2021, Regular City Commission Meeting
- November 15, 2021, Special City Commission Meeting

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

- Monica Thurston - 482 Pomont Avenue

CA.6. Order releasing the Code Enforcement lien levied against 330 Oglethorpe Boulevard as paid in full. (*I. Lopez, City Attorney*)

CA.7. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION / RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING).

Proclamation 2022-01: Proclaiming January 2022, as Human Trafficking Awareness Month. (*B. Blonder, Commissioner*)

CA.8. NOTIFICATION OF PROCLAMATIONS / CERTIFICATES OF RECOGNITION ISSUED:

- Certificate of Recognition to Luiza Nemeth for her 105th Birthday. (*T. Upchurch, Mayor*)

CA.9. Approval of the 2022 City Commission meeting and holiday schedule. (*D. Galambos, City Clerk*)

CA.10. Approval of nomination of Bob and Maria Alvarez as the deAviles Award recipient. (*N. Sikes-Kline, Commissioner*)

CA.11. Approval of summary of resilience workshop. (*R. Franklin, Director Public Works*)

CA.12. Approval of invoices in the amount of \$2,340.00 and \$750.00 for Marlowe v. City matter and invoices in the amount of \$885.00 and \$4,779.00 for MASCI v. City matter. (*I. Lopez, City Attorney*)

End Consent Agenda

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

(None)

5.B. Approval of Consent Agenda

MOTION

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

VOTE ON MOTION

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

6. APPEALS

(None)

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

7.A. General Public Presentations

(None)

7.B. Items of Great Public Importance

(None)

7.C. Other Items Requiring Public Hearing

7.C.1. Discussion regarding uses of the American Rescue Plan.

Greg Johnson, Deputy Director, Financial Services, discussed the American Rescue Plan Act (ARPA) which allocated \$7.7 million to the City, and the list of eligible expenditures that primarily focused on *Government services* and *Water, sewer, and broadband infrastructure*. He noted the Government Finance Officers Association (GFOA) would assist municipalities with navigating the ARPA bill's complicated and changing language and the projects were aligned with the necessary Environmental Protection Agency (EPA) guidelines.

Mr. Johnson reviewed the 'Revenue Loss Calculation' assembled by GFOA, and stated revenues grew during COVID at a slower rate; therefore, the revenue loss number allowed greater flexibility with using funds which included a request to purchase two street sweepers at \$250,000 each. He asked for permission to begin the procurement process, and for Commission and public input on the proposed projects.

Commissioner Horvath stated the list looked good, and she inquired about whether the septic to sewer conversion included the Lighthouse Project.

Mr. Regan advised the Lighthouse Project could be included, this was an interim process to receive input, and there would be a February workshop that would review the detailed information, and they were obligated to begin vetting the public; however, the only current action item was the street sweepers due to long lead times.

Meredith Breidenstein, Assistant City Manager, stated that ARPA money must be spent in a certain timeframe, and West Augustine septic to sewer was further along; however, they wanted to begin the

Lighthouse Park design to have a plan they could move forward with for that project.

In response to Commissioner Sikes-Kline's comment regarding her unfamiliarity with the Wastewater Treatment Plant Outfall Rehab, Mr. Johnson stated that outfall, or discharge height, was damaged during the hurricanes, and the project would secure this for the future. He continued the UV disinfection would result in a return on investment in six to eight years and was much cheaper than the current process.

Commissioner Sikes-Kline requested to see where the money was in the Capital Improvement Plan for these unfamiliar projects.

Mayor Upchurch requested more specificity with amounts, versus lump sums and general categories, and the ability to track to a specific project. He acknowledged this once in a lifetime allocation should be spent prudently and appropriately.

At the request of Commissioner Blonder to see other projects under consideration, options from which staff chose, and how these aligned with priorities, Mr. Regan said this could be provided at the next Commission meeting, along with a thorough review at a workshop environment. He noted many items were eliminated once the ARPA bill was refined with criteria, and there was a long list of capital needs.

Mr. Johnson advised Commissioner Blonder, as per her request, that 'Premium Pay for eligible workers' under *Eligible Expenditures* included overtime, or coverage of workers in high-risk categories. Commissioner Valdes stated he was anxious to move ahead and "drill down where the money spoke".

Mayor Upchurch opened public comment on the expenditure of the ARPA money, and the Commission heard from the following member of the public:

- B.J. Kalaidi

Public comment was closed.

Commissioner Sikes-Kline inquired about the public hearing process and public involvement component. She also inquired about the side loader garbage truck listed in expenditures and was told this reduced the need for personnel.

Commissioner Sikes-Kline was advised, based on her inquiry, that the urgent need for two street sweepers was based on ordering time and a critical need; however, she was not amiable with approving the \$500,000 expenditure.

Commissioner Horvath hoped that research would be conducted on the manufacturer and maintenance options for the street sweepers, and she was aware the lead time would be significant.

MOTION

Commissioner Horvath MOVED approval of \$500,000 expenditure for two new street sweepers. The motion was SECONDED by Mayor Upchurch.

VOTE ON MOTION

AYES: Horvath, Upchurch, Valdes, Blonder

NAYES: Sikes-Kline

MOTION APPROVED 4/1

Mayor Upchurch thanked Mr. Johnson for his efforts and noted they looked forward to further presentations.

8. ORDINANCES AND RESOLUTIONS – PUBLIC HEARING REQUIRED

8.A. Ordinances – Second Reading

(None)

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 2021-29: Amends the zoning of 66 Lewis Boulevard from PUD to Residential General Office-A (RGO-A).

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

Mayor Upchurch clarified that the Ordinance was necessary because the property had no assigned zoning; therefore, it was initiated based on the request of the property owner.

MOTION

Mayor Upchurch MOVED that Ordinance 2021-29 be read by title only and passed to second reading. The motion was SECONDED by Commissioner Horvath.

Isabelle Lopez, City Attorney, read the Ordinance:

ORDINANCE NO. 2021-29

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING APPROXIMATELY .19 ACRES OF PROPERTY LOCATED AT 66 LEWIS BOULEVARD, PID# 119490 0000 IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT CLASSIFICATION OF CITY OF ST. AUGUSTINE PLANNED UNIT DEVELOPMENT (PUD) TO THE CITY OF ST. AUGUSTINE CLASSIFICATION OF RESIDENTIAL GENERAL OFFICE-A (RGO-A); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES;

PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

The Commission and Mr. Birchim discussed:

- Original PUD consisted of eleven parcels comprised of nine properties; four had endured a rezoning process:
 - Marina, including Hurricane Patty's restaurant, was still part of River's Edge PUD
 - Several residential properties to the north were part of the expired PUD
 - All other commercial properties went through rezoning
- A PUD reverted to the previous zoning category when it expired
- Underlying land use of River's Edge PUD was amended to a Residential Medium Density Mixed Use
- When the PUD expired, it could not revert to previous Commercial Medium 2 (CM2) zoning, since it was inconsistent with the underlying land use
- All property owners were provided the option to rezone to CM2, and two did
- Remaining owners believed the land use was more valuable with the 50 feet of height allowance that would appeal to a developer who would eventually rezone to a PUD (CM2 allowed 35 feet), which never occurred
- River's Edge PUD included the vacation of part of West Avenue and Lewis Boulevard, and when the PUD expired that road vacation was not formalized; therefore, the actual designed River's Edge PUD could not currently be done
- Property owners hesitated and misunderstood that someone would

assemble a parcel and reactivate the PUD, which was unrealistic

- Lewis Boulevard was potentially a passive biking or walking trail along the San Sebastian with tremendous community benefit and vacating the roadway could not be supported
- Unfinished business existed in that area, and should review options to resolve and educate current property owners under the expired PUD zoning
- Gallant effort was previously made to ensure every property owner clearly understood the situation, but could remind property owners still in the PUD
- Significant impediment for owners to sell property without proper zoning representation, but a willing buyer would always exist who would take on the administrative task
- Time would clean up the rezoning issue as buyers would come forward with the increasingly marketable area

9.B. Resolutions

9.B.1. Resolution 2021-43: Establishes the intent to reimburse certain capital expenditures.

Mr. Johnson reviewed the Resolution which approved the advanced spending of anticipated loan funds from second and third quarter 2022 for approved capital projects, with expenditures capitalized into loan proceeds to reimburse the City.

MOTION

Mayor Upchurch MOVED to approve Resolution 2021-43. The motion was SECONDED by Commissioner Blonder.

VOTE ON MOTION

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

9.B.2. Resolution 2021-44: Authorizes a Utility Work Agreement between the Florida Department of Transportation and the City.

Reuben Franklin, Director, Public Works, reviewed the Resolution which authorized utility relocates for City water and sewer infrastructure that was part of the SR 312 extension.

Commissioner Sikes-Kline indicated this could be a great bypass for the community.

MOTION

Commissioner Sikes-Kline MOVED to approve Resolution 2021-44. The motion was SECONDED by Commissioner Valdes.

VOTE ON MOTION

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

10. STAFF REPORTS AND PRESENTATIONS

10.A. Request for approval of Fish Island Preserve Logo.

Mr. Franklin reviewed the topic, the design implementation by Hybrid Designs, and the logo recommended by the staff committee. He advised if the logo was approved, staff would move forward with creating interpretive panels; however, they would honor a request for more public input, if necessary.

Commissioner Horvath appreciated the work done by staff and Hybrid Designs with their approximate \$5,500 in donated services, but she felt strongly about more public input and did not think they should rush into approval. She cited the suggestions by Ms. Long during public

comment¹, and stated the logo could be livelier with color, suggested the designer take another look with the provided pictures, and advised they should advertise a .pdf display of the panel templates on the City website.

Mayor Upchurch noted the sincere appreciation for Hybrid Designs' donated work; however, he concurred with Commissioner Horvath.

MOTION

Mayor Upchurch MOVED to table the item that evening and bring it back the first meeting in February, ask staff to revisit the concepts with the designer, and provide an opportunity for more robust public input. The motion was SECONDED by Commissioner Horvath.

Mr. Franklin advised Commissioner Blonder that the recent sizeable monetary donation she questioned would cover the cost to create the panels and potentially the bird viewing platform. He noted there was no deadline to spend the money, the next step was to present panel designs to the Commission for approval before production and gathering more public input would not significantly affect their timelines.

Commissioner Blonder expressed appreciation for staff's time and the necessity for public input, but she cautioned prolonging the process of the logo since more pressing issues existed for the City.

VOTE ON MOTION

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

NAYES: Blonder

MOTION APPROVED 4/1

10.B. Approval of an agreement between the City and Florida Power and Light to

¹ Attached to Commission packet

switch to LED lighting for streetlights throughout the City.

Mr. Franklin reviewed the agreement and staff's request to move forward with replacing approximately 1,400 FPL owned City lights with a 3,000 Kelvin (K) temperature LED light, which reduced power consumption and added cost savings. He said Scott Thrapp, FPL Representative, was present for questions.

Commissioner Sikes-Kline expressed concern regarding the amount of lighting with 3,000K temperature and the City's historic preservation (HP) district sensitivity to hot spots.

Mr. Thrapp stated the Public Service Commission regulated FPL; therefore, what was offered to one customer must be offered to all customers and 3,000K was the lowest LED offered in a roadway fixture and was recommended by the Illuminating Engineering Society (IES) for vehicle and pedestrian safety. He said the current lights were high pressure sodium and were 2,200K, exceptions could not be made for the City based on the Public Service Commission rules, and there would not be much difference in 3,000K LED lights which had a color temperature of about 2,800.

At the request of Commissioner Horvath, Mr. Thrapp advised that he could work with Mr. Franklin to switch the two 4,000K lights at Cordova near Mojos Barbeque to 3,000K for a better visual. He stated there were many 3,000K lights existing in residential areas throughout the City and County, the majority of new development in the City and County used them, and the City of St. Augustine Beach used 3,000K and 4,000K.

Commissioner Sikes-Kline indicated she did not want to decide until she saw the lights.

Commissioner Blonder expressed concerns with glare and noted lower LEDs had less, and she said appropriate fixtures would assist. She acknowledged the significant

cost savings and importance of carbon footprint reduction, and asked staff to locate light 'housing' which aimed more downward and reduced side glare for driver safety and visibility, and the ability to see more stars.

Mr. Franklin was unsure whether they could postpone the agreement with a deadline of December 31st before FPL moved forward with LED conversions absent City input.

Mr. Thrapp advised that on January 1, 2022, FPL would change their catalogue which would no longer include the current styles available to the City and the Historical Architectural Review Board (HARB).

Commissioner Valdes asked if the deal was all or nothing, or could the City forego the light upgrades in certain HP district areas, since 3,000K was bright, with LED upgrades in the bulk of the City.

Mr. Franklin indicated the newly constructed roads in the HP district, such as Hypolita Street, Spanish Street and Treasure Street, had City owned and HARB approved LED lights which were 2,800K. He noted the Commission could make a policy decision that any projects within City limits would require City installation and maintenance, and FPL maintenance of those lights outside the HP districts.

MOTION

Commissioner Blonder MOVED to approve the LED lighting contract between the City and FPL and to direct staff to do the research and help the Commission make the best choices for ensuring the lighting is commensurate with the location in the district. The motion was SECONDED by Commissioner Horvath.

Commissioner Sikes-Kline stated she was angered and unappreciative that the Commission was being placed in the position to make last minute choices and decisions for this important matter.

VOTE ON MOTION

AYES: Blonder, Horvath, Valdes, Upchurch

NAYES: Sikes-Kline

MOTION APPROVED 4/1

11. ITEMS BY CITY ATTORNEY

11.A. Legislative update, for information only, no presentation.

Commissioner Blonder asked City staff to follow up on the following legislative issues which had significant impact:

- HB 403 Local ordinances preemption
- HB 323 / SB 494 Derelict vessels
- SB 518 Residential home protection and tree removal
- HB 569 / SB 620 Business damages caused by local government
- HB 691 / SB 690 Resilience related Advisory Committee communications
- HB 6025 / SB 315 Repeal of last year preemption on tree pruning removal

Commissioner Sikes-Kline encouraged the Commission to participate in the Florida League of Cities' call-ins, and stated they were watching SB 620 sponsored by Senator Hudson, which intended to tie the hands of local government for good, and it was likened to a Burt Harris Act move. She concluded they did not want to pass ordinances that negatively impacted businesses, and the Florida League of Cities sought to narrow the scope of the Bill.

Ms. Lopez advised she would continue to update and forward legislative bills to the Commission.

Commissioner Blonder noted her appreciation for Commissioner Sikes-Kline's clarification of SB 620.

12. ITEMS BY CITY CLERK

12.A. Request for two appointments for three positions - Code Enforcement Adjustment and Appeals Board

Request for two appointments – St. Augustine Firefighters’ Pension Fund Board of Trustees

Request for one appointment – Planning and Zoning Board

Darlene Galambos, City Clerk, reviewed the request for appointments to the Code Enforcement Adjustment and Appeals Board. She noted there were three positions requiring appointments; however, only two applications were received by the deadline, and she asked the Commission to consider the following applicants:

- Brad Beach (current Board member)
- Marilyn Meade Garrett (new applicant)

MOTION

Mayor Upchurch MOVED to reappoint Mr. Beach. The motion was SECONDED by Commissioner Horvath and APPROVED BY UNANIMOUS VOICE VOTE.

MOTION

Mayor Upchurch MOVED to appoint Ms. Garrett. The motion was SECONDED by Commissioner Horvath and APPROVED BY UNANIMOUS VOICE VOTE.

Ms. Galambos noted that the position on the Police Pension Board was still being advertised for a City resident to fill.

Ms. Galambos advised Mayor Upchurch there were two employees on all City pension boards elected by each body: two police officers on the Police Pension Board, two firefighters on the Firefighters’ Pension Board, and employees elected the two for the General Employees’ Pension Board. She noted two members of each pension board were appointed by the Commission, and required City residency, and each

board had a fifth member appointed by the board that could be anyone.

Mayor Upchurch questioned the appointments of Tyler Corn and Jeff Helms as they were not City residents.

Ms. Lopez indicated she had not looked at the Police Board, but had focused on the three board appointment requirements currently discussed, and each of the Boards explicitly stated in the municipal Code that the appointments must be City residents. She would review the Code language for Police Boards’ appointment requirements, and noted each boards’ requirements were particular; some had residency requirements, some had residency preference, and some had no requirement either way.

Mayor Upchurch stated that preference, but not a requirement, was how they should be for something this specific, there were not many with the interest, and they looked for folks with some accounting and investment viewpoint for these boards.

Ms. Galambos reviewed the request for appointments to the St. Augustine Firefighters’ Pension Fund Board. She noted that Greg Johnson had withdrawn his application from consideration and the position had been re-advertised. She asked the Commission to consider the following applicant:

- Richard M. Hernandez

MOTION

Mayor Upchurch MOVED approval of Richard ‘Rick’ Hernandez. The motion was SECONDED by Commissioner Sikes-Kline and APPROVED BY UNANIMOUS VOICE VOTE.

Ms. Galambos asked the Commission to consider the appointment of one position to the Planning and Zoning Board from the following four applicants:

- Dr. Ashleigh D. Barnes, Esq.
- Christina M. Griggs
- David Gay, M.D.
- Dr. Judith Burdan

Ms. Galambos noted only three applications were included in the agenda, but Dr. Judith Burdan's application was postmarked on the deadline and hard copies were provided to the Commission.² She distributed the ballots and the Commission voted as follows³:

Mayor Upchurch:

- Dr. Burdan

Commissioner Horvath

- Dr. Barnes

Commissioner Valdes:

- Christina Griggs

Commissioner Sikes-Kline:

- Christina Griggs

Commissioner Blonder:

- Christina Griggs

Ms. Galambos concluded that Ms. Griggs was appointed to the Board.

13. ITEMS BY CITY MANAGER

Mr. Regan reminded the Commission they had directed one workshop a month, and the February workshop would discuss the American Recovery Act projects which would provide an opportunity to discuss capital improvement plans, and the March workshop would be the second discussion of resiliency. He noted these were Commission workshops, and other public items were also in play with urgency, such as working with the Hospitality Institute.

There was Commission consensus on the February and March workshop topics.

² Attached to original Commission packet

³ Attached to original Commission packet

Commissioner Sikes-Kline inquired about public opportunity to participate in the Commission workshops, which should be geared towards transparency and openness, and there should be considerable public interest in how the City spent \$7 million dollars.

Mr. Regan stated the advertised public hearing that evening was to engage the public, and these meetings typically initiated community discussions, and another hearing on ARPA would take place during the February workshop.

Mayor Upchurch noted public interest could be gauged as they went through the process.

Mr. Regan advised the Florida Police Chief Association invited him to participate at their annual conference in January; therefore, Ms. Breidenstein would conduct the January 10th meeting.

14. ITEMS BY MAYOR AND COMMISSIONERS

Commissioner Blonder highlighted the excellent work done by staff to secure scientific studies and cited the University of Florida study on Salt Run water quality, which identified septic system pollutants and led to the proposed Lighthouse Park gravity sewer conversion project under Resolution 2021-43; therefore, there was a clear connection between staff initiatives, Commissioner involvement, and the science driving the projects. She commended other septic to sewer projects, wastewater treatment plant potential maintenance and upgrades, and staff for their proactiveness with the City's water quality improvement which protected essential resources and quality of life.

Commissioner Blonder reminded the Commission that Jessica Beach, Chief Resilience Officer, prepared a higher-level summary from their resiliency workshop which included Ms. Beach's feedback,

priorities, and options in moving forward; however, the Commission did not review this summary which was on the Consent Agenda. She noted Ms. Beach put significant time into the summary, and she encouraged a review of page 181 of the Commission packet which would assist them with their next workshop.

Commissioner Blonder noted there was a disconnect with the general citizenry based on the numerous emails received after the nor'easter, and better messaging and understanding regarding City-wide actions by the Commission and staff was necessary. She requested to address this more broadly, or during the March resilience workshop, and she encouraged a monthly newsletter, or formation of a resilience advisory committee. She wished everyone the happiest of holidays with peace and joy.

Commissioner Valdes indicated the need to find means within the \$7 million of ARPA funds to address the City's homeless and vagrancy issue by constructing a building, which could be discussed at a workshop. He wished everyone a wonderful holiday and looked forward to seeing everyone next year.

Commissioner Horvath requested consideration of a joint workshop with the County to discuss the homeless and affordable housing issues, which would encourage the municipalities to work together towards a resolution. She stated her pride in the significant work accomplished by everyone the past year, and she wished everyone happy holidays.

Commissioner Sikes-Kline reiterated how upset she was regarding the FPL presentation and felt the citizens deserved better. She disliked hearing citizens' statements that St. Augustine was not the same town from years ago, and what occurred with FPL largely impacted those types of issues with an unbalanced approach.

Commissioner Sikes-Kline expressed concern that the Historic Waterworks Building sat empty, she wanted to see the building used, and she asked for a report regarding the work progress by early next year.

Commissioner Sikes-Kline stated that in the Mayor's absence, she recently accepted the Jax Best Holiday Event Award for 2021 for the City of St. Augustine. She thanked everyone and wished everyone a Merry Christmas.

Mayor Upchurch appreciated Commissioner Sikes-Kline's concerns with being told the only choice was to approve the FPL agreement, which was what essentially occurred. He questioned whether City staff failed to bring the topic to the Commission in a timely fashion because of an internal delay, and he asked Mr. Regan to look into the matter. He stated the Commission never wanted to make a decision because they were out of time, and they deserved better. He thanked City staff and wished everyone a relaxing, peaceful, and joyous holiday.

15. ADJOURNMENT

There being no further business, the meeting was adjourned at 6:46 P.M.⁴

Tracy Upchurch, MAYOR

Darlene Galambos, CITY CLERK

⁴ Transcribed by Laura Morse

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: December 20, 2021

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 643 MADEORE STREET**

Enclosed is a Satisfaction and Release of Mortgage for 643 Madeore Street, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine, Janos Ivanyi, and Eموke Ivanyi. The mortgage was recorded in the Public Records of St. Johns County on September 29, 2015. 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 January 10, 2022 City Commission meeting.

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

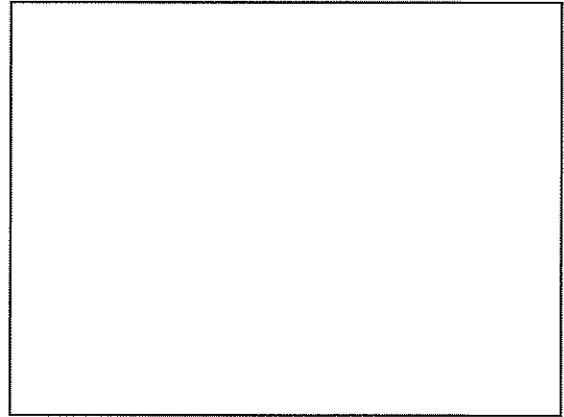


Isabelle C. Lopez
City Attorney

/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 **JANOS and EMOKE IVANYI**, whose address is 3649 Red Cloud Trail, St. Augustine, Florida 32086, their heirs, assigns or successors in title (hereinafter referred to as "Mortgagors"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated September 1, 2015, recorded at Official Records Book 4091, Page 702, of the Public Records of St. Johns County, Florida, and relating to that certain lot, parcel or piece of land situated in the City of St. Augustine, St. Johns County, Florida, described in **Exhibit "A"** attached hereto and incorporated herein.

Mortgagee hereby releases said Mortgagors from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 4091, Page 702, 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 _____, 2022.

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 _____, 2022.

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION: THE NORTH 1/2 OF LOT 1 AND THE WEST 15 FEET OF LOTS 2 AND 3, AND LOTS 7 AND 8, EXCEPTING THE EAST 160 FEET OF SAID LOT 7, BLOCK 14, AND INCLUDING THE EAST 1/2 OF VACATED MILLER STREET, ATCHESON SUBDIVISION OF PART OF BLOCK 14, EAST HALF OF HUERTAS GRANT, AND BEING RECORDED IN MAP BOOK 3, PAGE 44, OF THE PUBLIC RECORDS OF SAINT JOHNS COUNTY, FLORIDA.

LOTS 4, 5 AND 6, BLOCK 14, INCLUDING THE EAST 1/2 OF VACATED MILLER STREET ADJACENT TO AND ABUTTING SAID LOTS 4, 5 AND 6, ALL LYING IN THE ATCHESON SUBDIVISION OF PART OF BLOCK 14, EAST HALF OF HUERTAS GRANT AND BEING RECORDED IN MAP BOOK 3, PAGE 44, PUBLIC RECORDS OF SAINT JOHNS COUNTY, FLORIDA.

THE SOUTH 1/2 OF LOT 1 AND ALL OF LOTS 2 AND 3, ATCHESON SUBDIVISION OF PART OF BLOCK 14, EAST HALF OF HUERTAS GRANT AND BEING RECORDED IN MAP BOOK 3, PAGE 44, PUBLIC RECORDS OF SAINT JOHNS COUNTY, FLORIDA; LESS AND EXCEPTING THE WEST 15 FEET THEREOF.

TOGETHER WITH THAT CERTAIN SINGLEWIDE MOBILE HOME KNOWN AS A 1982 THOM IDENTIFICATION NUMBER H1GA14X66424896, FLORIDA TITLE NUMBER 21902818, REAL PROPERTY NUMBER R-07300780.

PARCEL ID NUMBER: 125610-0000

LOCATION ADDRESS: 643 MADEORE STREET, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

Public Records of St. Johns County, FL
Clerk number: 2015061740
BK: 4091 PG: 702
9/29/2015 4:06 PM
Recording \$61.00
Doc M: \$26.25
Int. Tax \$14.93

THIS MORTGAGE, by and between Janos Ivanyi and Eموke Ivanyi, whose address is 3649 Red Cloud Trail (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:

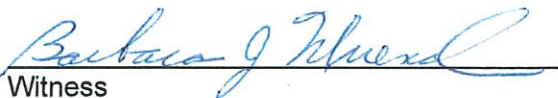
1. That it will pay all and singular the costs, charges and expenses, including reasonable attorney's fees, and costs of abstracts of title, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of 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.

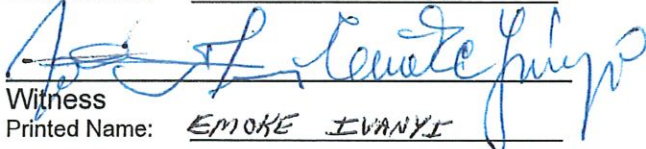
3. That the Mortgagee will make monthly payments in the amount of \$72.89 for 120 months.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 1st day of September, 2015.

Signed, sealed and delivered in the presence of:


Witness

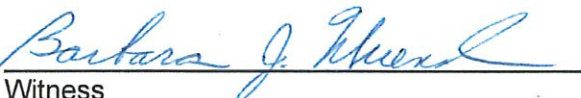
Printed Name: Barbara J Muench


Witness

Printed Name: EMOKE IVANYI

BY:


(Printed Name) Janos Ivanyi
(Address) 3649 Red Cloud Trail
(Telephone) 904-794-5066


Witness

Printed Name: Barbara J Muench


Witness

Printed Name: JANOS IVANYI

BY:


(Printed Name) Emoke Ivanyi
(Address) 3649 Red Cloud Trail
(Telephone) 904-794-5066

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

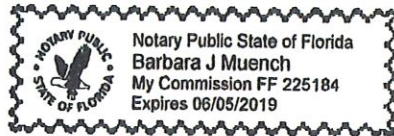
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

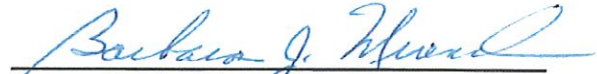
STATE OF Florida

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, **Janos Ivanyi**, who is personally known to me or who has produced FLA. DRIVER'S LICENSE as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 1st day of September, 2015.




Notary Public, State of Florida

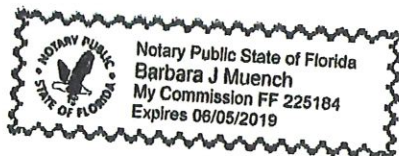
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

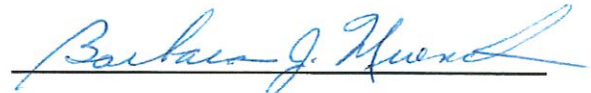
STATE OF Florida

COUNTY OF St. Johns

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

Witness my hand and official seal, this 1st day of September, 2015.




Notary Public, State of Florida

LEGAL DESCRIPTION

The North ½ of Lot 1 and the West 15 feet of Lots 2 and 3, and Lots 7 and 8, EXCEPTING the East 160 feet of said Lot 7, Block 14, and including the East ½ of vacated Miller Street, ATCHESON SUBDIVISION of part of Block 14, East Half of Huertas Grant, and being recorded in Map Book 3, Page 44, of the Public Records of Saint Johns County, Florida.

Lots 4, 5 and 6, Block 14, including the East ½ of vacated Miller Street adjacent to and abutting said Lots 4, 5 and 6, all lying in the ATCHESON SUBDIVISION of part of Block 14, East Half of Huertas Grant and being recorded in Map Book 3, Page 44, Public Records of Saint Johns County, Florida.

The South ½ of Lot 1 and all of Lots 2 and 3, ATCHESON SUBDIVISION of part of Block 14, East Half of Huertas Grant and being recorded in Map Book 3, Page 44, Public Records of Saint Johns County, Florida; LESS AND EXCEPTING the West 15 feet thereof.

TOGETHER WITH that certain SINGLEWIDE MOBILE HOME known as a 1982 THOM Identification Number H1GA14X66424896, Florida Title Number 21902818, Real Property Number R-07300780.

Parcel Id. No 125610-0000

Exhibit "A"

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: Janos Ivanyi and Eموke Ivanyi
ADDRESS: 3649 Red Cloud Trail
St. Augustine, FL 32086

\$7,466.00

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at **643 Madeore Street**, the undersigned, jointly and severally, promises to pay to the order of **CITY OF ST. AUGUSTINE, P.O. Box 210, St. Augustine, Florida, 32085**, or elsewhere as the holder hereof May from time to time require, the principal sum of **7466.00 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **3.23 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **72.89 Dollars** each, commencing on the date hereof and continuing on the same date each and every month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

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

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

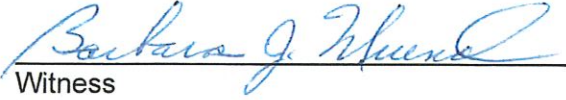
Any waiver of the right to exercise any option by the holder hereof shall not constitute a waiver of the right to exercise said option at any future time.

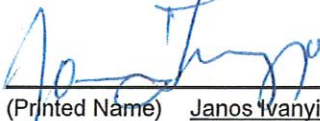
All notices, demand, presentment, dishonor and requirements under any law of Florida are hereby expressly waived.

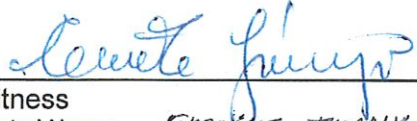
Exhibit "B"

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

Signed, sealed and delivered **dated as of September 1, 2015**, in the presence of:


Witness
Printed Name: Barbara J Muench

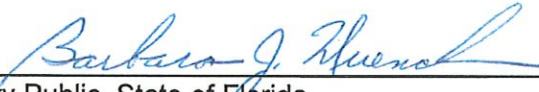
BY: 
(Printed Name) Janos Ivanyi
(Address) 3649 Red Cloud Trail
(Telephone) 904-794-5066

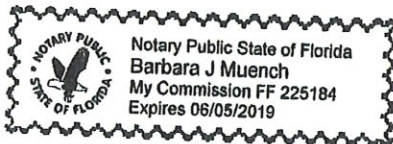

Witness
Printed Name: ERIKA IVANYI

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, **Janos Ivanyi**, who is personally known to me or who has produced FLA. DRIVER'S LICENSE as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 1st of September, 2015.


Notary Public, State of Florida



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 September 1, 2015**, in the presence of:

Barbara J Muench
Witness
Printed Name: Barbara J Muench

BY:

Emoke Ivanyi
(Printed Name) Emoke Ivanyi
(Address) 3649 Red Cloud Trail
(Telephone) 904-794-5066

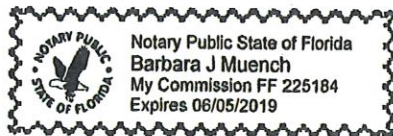
Janos Ivanyi
Witness
Printed Name: JANOS IVANYI

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, **Emoke Ivanyi**, who is personally known to me or who has produced FLA. DRIVER'S LICENSE as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 1st of September, 2015.

Barbara J Muench
Notary Public, State of Florida



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: December 27, 2021

RE: Agenda Item for January 10, 2022 City Commission Meeting
Consent Agenda – Interlocal Agreement between the
City of St. Augustine Beach and the City of St. Augustine for
Street Sweeping Services

The City of St. Augustine Beach (Beach) has reached out to the City of St. Augustine (City) regarding street sweeping services. Both the Beach and the City are required to perform street sweeping as a stipulation for their respective stormwater permits issued by the United States Environmental Protection Agency. The Beach has found it difficult to procure professional street sweeping services from a private contractor due to the limited amount of sweeping required (once per month). The City has the equipment and resources to provide the Beach with this service. I recommend that we move forward with the agreement to assist the Beach.

Please contact me if you have additional questions or need more supporting information.

Sincerely,



Todd Grant, P.G.
Utilities Director

Attachment: Interlocal Agreement

cc: Meredith Breidenstein, Assistant City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Olivia Smith, Solid Waste Manager

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF ST. AUGUSTINE BEACH
AND THE CITY OF ST. AUGUSTINE TO PROVIDE FOR
MECHANICAL STREET SWEEPING SERVICES**

This Agreement is made and entered into by and between the **CITY OF ST. AUGUSTINE BEACH, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("BEACH") and the **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida ("CITY"):

WHEREAS, the BEACH finds that it is in the public interest to provide street sweeping services for A1A Beach Boulevard from Pope Road to the intersection of A1A Beach Boulevard and State Road A1A located within the city limits of St. Augustine Beach; and

WHEREAS, the BEACH requires assistance from the CITY in providing mechanical street sweeping services for said road located in the city limit of the BEACH; and

WHEREAS, the CITY can provide the mechanical street sweeping services needed by the BEACH; and

WHEREAS, the parties agree that the BEACH will fund the cost incurred by the CITY in providing the needed mechanical street sweeping services; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. All Whereas clauses are incorporated into the body of this Agreement.
2. This Agreement is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, *et seq.*, Florida Statutes (hereinafter referred to as the "Act"), and pursuant to powers granted by law to the BEACH and to the CITY.
3. The parties agree that the CITY shall provide to the BEACH mechanical street sweeping services for A1A Beach Boulevard from Pope Road to the intersection of A1A Beach Boulevard and State Road A1A.
4. The parties further agree that the BEACH will compensate the CITY for the services provided in an amount of \$200.00 per event. Any additional work or compensation requires the prior written approval of the parties. Cost will annually increase based on the cost-of-living index.
5. The term of this Interlocal Agreement will commence on the date this Agreement is signed by the later party executing same and shall continue until terminated by the parties in accord with the requirements of this Agreement. The CITY shall commence mechanical street sweeping operations no later than fourteen (14) calendar days after the commencement date.
6. The CITY shall provide the agreed services under the general direction of the BEACH Public Works Department, who can be contacted at (904) 471-1119.
7. The parties agree that they will evaluate this Agreement during the first week in June of each succeeding year.

8. Either party may terminate this Agreement by providing written notice to the other party of such termination. The date of termination shall be no sooner than thirty (30) days after receipt of said written notice.

9. A certified copy of this Agreement shall be filed by the City Clerk with the Clerk of the Circuit Court of St. Johns County, Florida, as required by statute.

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their duly authorized officials on the dates set forth below.

**CITY OF ST. AUGUSTINE BEACH,
FLORIDA**, a municipal corporation

ATTEST:

Beverly Raddatz, City Clerk

(SEAL)

By: _____
Margaret England, Mayor

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

CITY ATTORNEY

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

By: _____
Tracy Upchurch, Mayor

Date: _____

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

CITY ATTORNEY

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan
City Manager

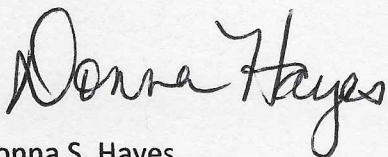
DATE: December 30, 2021

RE: Interlocal Agreement

The attached is the agreement between the City of St. Augustine and the St Johns County Sheriff's Office. This agreement extends the current interlocal agreement for 911 dispatch operations through September 30, 2022.

Please add this to the consent agenda for the City Commission meeting on January 10, 2022 for approval.

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



Donna S. Hayes
Human Resources Director

**EXTENDED/AMENDED
INTERLOCAL AGREEMENT
for
PROVISION OF DISPATCH SERVICES
by and between
St. Johns County Sheriff and City of St. Augustine**

THIS EXTENDED/AMENDED INTERLOCAL AGREEMENT ("Agreement") is made by and between St. Johns County Sheriff Robert A. Hardwick, an independently elected St. Johns County officer of the State of Florida ("Sheriff"), and the City of St. Augustine, Florida, a municipal corporation ("City"), collectively referred to as "Parties".

WITNESSETH:

WHEREAS, section 163.01, Florida Statutes, the "Florida Interlocal Cooperation Act of 1969" authorizes the Sheriff and the City to make the most efficient use of their respective powers by entering into an interlocal agreement to provide public services; and

WHEREAS, in accordance with section 163.01(2), Florida Statutes, the Sheriff and the City mutually seek to enter into an interlocal agreement which sets forth their respective obligations, duties and responsibilities concerning cooperative efforts to provide for police dispatch services as described herein,

WHEREAS, continuous twenty-four (24) hour per day police dispatch services in the City are vital to the protection of the health, welfare, and safety of its citizens; and

WHEREAS, the Sheriff's Office, now provides twenty-four (24) hour per day police radio dispatch services to unincorporated St. Johns County; and

Now, therefore, in consideration of the mutual understanding and covenants set forth herein, the parties agree as follows:

Description of Services

The City hereby engages the St. Johns County Sheriff's Office to manage and operate police emergency radio and computer aided dispatch (CAD) communications services for the City. Such services shall include all corporate limits of the City and other future areas of growth which may come within the jurisdiction of the City as the same currently exists and as may be subsequently expanded through annexation. These services shall operate and be provided on a twenty-four (24) hour a day, seven days a week basis.

All 911 calls within the City will be routed to and answered by the St. Johns County Sheriff's Office. During normal business hours, the City shall be responsible for answering all incoming or routed administrative calls. After normal business hours, on weekends and on holidays all non-emergency calls requiring a response from law enforcement will be routed through a City of St. Augustine "call tree" to the St. Johns County Sheriff's Office. Emergency callers shall be informed to hang up and dial "911". All other calls shall be routed to city department advisories where callers may leave a message. The Sheriff's Office agrees to supply such services in an efficient, effective, and economical manner.

The Sheriff shall supply records management data in a format acceptable to the City's current provider. The City shall be responsible for any expenses associated with the receiving of their data into their records management system.

The Sheriff shall make available to the City all software upgrades relating to communications. The City shall be responsible for payment of any user or license fees associated with these upgrades to their records management system.

The Sheriff will maintain all radio and 911 recordings for the City.

The Sheriff will provide recordings when requested by the City or citizens through public records requests.

Terms of Agreement

The term of this Agreement is from January 1, 2022 through September 30, 2022, the date of signature by the parties notwithstanding, unless earlier terminated as provided herein. This agreement shall automatically expire on September 30, 2022.

Cost

The compensation for the service provided in this Agreement are explained in the data below:

FY 2021 Communications Actual Expenses	\$ 4,086,924.43
SAPD CAD Calls as % of Total Calls	15.5%
SAPD Allocation of Communications Expenses	\$ 633,473.29
Administrative Support not Included in Actual Above	10.0%
FY 2022 SAPD Cost for Communications Contract	\$ 696,820.62
FY 2022 Proration from 1/1/22-9/30/22	\$ 522,615.46

Sheriff shall provide the City with a monthly invoice for services in the amount of \$58,068.38. Payment shall be made no later than 15 days after invoice date.

Early Termination

This Agreement may be terminated, with ninety (90) day notice, by any party, with or without cause, upon notice delivered by certified mail, return receipt requested, or in person to the other parties.

Equipment

All equipment purchased and utilized by the County and utilized by the Sheriff in performance of this Agreement is and shall remain the property of St. Johns County, unless otherwise specified within this Agreement.

Police Dispatch Policies and Procedures

The Sheriff shall provide police dispatching and 911 answering services as outlined in its present policies and procedures. Sheriff shall provide necessary instruction and training in proper radio use when required, maintain a numbered zone or reporting district for identifying calls originating within the City, and keep adequate records pertaining to City calls for service. The Sheriff shall not change, alter, or delete any policy or procedures without communicating the changes and the reasons therefore to the City.

Communication Reports/Complaints

The City and the Sheriff's Office shall mutually agree upon the format and content of any reports required by either party pertaining to this Agreement.

The Sheriff and City shall provide a copy of each complaint received by each entity concerning police communication services. It shall be the duty of either or both entities to assure that appropriate action has been taken to remedy the cause of each complaint and the outcome reported to the party affected.

Obligations and Responsibilities

In the execution of the obligations and responsibilities inherent in this Agreement the Sheriff and City agree they shall have all reasonable and necessary cooperation and assistance from the officers, agents, and employees of the other so as to facilitate this Agreement. Furthermore, the Sheriff and City agree to cooperate with all departments and agencies of local, state, and federal government having jurisdiction over the rendering of police and other communication services.

Resolution of Disputes

Issues pertaining to quality of services provided that are unresolved through normal channels shall be resolved jointly by the St. Augustine Police Department and the Sheriff's Office.

Indemnification

Pursuant to Florida Statute 768.28, neither the County nor the City waive any defense of sovereign immunity nor increases the limits of its liability upon entering into this Agreement. This Agreement does not contain any provision that requires one party to indemnify or insure the other party for the other party's negligence or to assume any liability for the other party's negligence.

Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter, as well as any previous agreements presently in effect between the parties relating to the subject matter.

Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

Notices

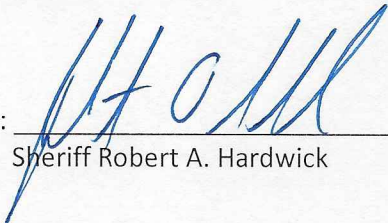
All notices or other communications required by this Agreement shall be in writing and shall be deemed to be effective on the first business day after mailing by U.S. registered or certified mail. Whenever any party desires to give notice to the other, notice shall be sent to:

St. Johns County Sheriff's Office
4015 Lewis Speedway
St. Augustine, Florida 32084

City of St. Augustine
City Manager John Regan, P.E.
75 King Street
St. Augustine, Florida 32084

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement in three counterparts for the purpose herein expressed:

St. Johns County Sheriff's Office:



Sheriff Robert A. Hardwick

12-29-2021

Date

City of St. Augustine:

City Manager John Regan

Date