



**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, MAY 9, 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

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.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

9.B.1. Resolution 2022-13: Authorizes the City Manager to execute the road jurisdiction transfer and construction reimbursement agreements related to King Street, Cathedral Place and Cordova Street. (*R. Franklin, Director Public Works*)

10. STAFF REPORTS AND PRESENTATIONS

11. ITEMS BY CITY ATTORNEY

12. ITEMS BY CITY CLERK

13. ITEMS BY CITY MANAGER

14. ITEMS BY MAYOR AND COMMISSIONERS

15. ADJOURN

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

CONSENT AGENDA - MAY 9, 2022

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON MAY 23, 2022:

- Ordinance 2022-03
- Ordinance 2022-04

CA.3. Reminder of Upcoming Meetings:

- May 23, 2022, 3pm, Special City Commission Meeting to review Strategic Plan, Mid-Year Budget Analysis and CIP
- May 23, 2022, 5pm, Regular City Commission Meeting
- June 13, 2022, Regular City Commission Meeting

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

CA.5. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S): NONE.

- Jose Molina - 160 N. Brevard 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:

- **Certificate of Recognition 2022-04CR**: Recognizes Altrusa International of St. Augustine for 60 years of Community Service. *(R. Horvath, Commissioner)*

CA.9. Approval of use of the City crest by the management entity of the Historic Waterworks Building for the duration of the lease. *(J. Regan, City Manager)*

CA.8. Approval of a waiver of the one-year time restriction as outlined in the zoning code for 36 Granada Street. *(A. Skinner, Director Planning and Building)*

End of Consent Agenda

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

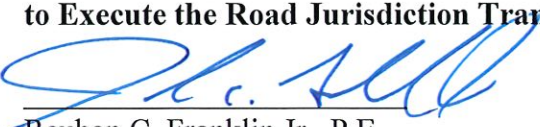
DATE: April 28, 2022

RE: Agenda Item for May 9, 2022, City Commission Meeting;
Resolution No. 2022-13 Authorizing the City Manager to Execute a Road
Jurisdiction Transfer Agreement and Construction Reimbursement Agreement for
King Street, Cathedral Place and Cordova Street

On June 28, 2021, the City Commission gave staff direction to work with FDOT on a proposal to transfer the ownership of King St, Cathedral Pl, and a portion of Cordova St (see Exhibit A for the location map) from FDOT to the City of St. Augustine. FDOT accepted the proposal with the condition that the \$18 million dollars for the corridor improvements be utilized via a Construction Reimbursement Agreement which provides a 10-year period for the City to design and construct the corridor improvements. FDOT requests the City pass Resolution 2022-13 (Exhibit B) authorizing the City Manager to execute the Construction Reimbursement Agreement (Exhibit C) and the Road Jurisdiction Transfer Agreement (Exhibit D).

Since June 28, 2021, City staff has provided public outreach by holding a public workshop in the Alcazar Room on September 15, 2021, and by attending neighborhood association meetings to present the details of the proposal. The underlying idea for the jurisdiction transfer is that it is in the best interest of the City to control this entry corridor bisecting the City to enact mobility improvements consistent with the City's Mobility Plan.

Action Requested: Approve Resolution 2022-13 authorizing the City Manager to Execute the Road Jurisdiction Transfer and Construction Reimbursement Agreements.



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

Attachment: Exhibit A – Location Map
Exhibit B – Resolution 2022-13
Exhibit C – Construction Reimbursement Agreement
Exhibit D – Road Jurisdiction Transfer Agreement

cc: City Attorney & Department Heads

Exhibit A

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD JURISDICTION TRANSFER (RJT) ADVANCE NOTIFICATION



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL ENTITY RESOLUTION

Exhibit B - Resolution No. 2022-13

A Resolution of the City of St. Augustine, Florida authorizing a construction reimbursement agreement and road jurisdiction transfer agreement with the Florida Department of Transportation for portions of State Road 5A and authorizing the City Manager to execute said agreements; providing for legislative findings and intent providing for a savings provision; providing for implementing actions; providing for conflicts; providing for severability and providing for an effective date.

WHEREAS, the Florida Department of Transportation (referred to as "FDOT" or the "Department") owns certain right-of-way located within the City of St. Augustine known as State Road 5A (FDOT Roadway ID 78010026) from milepoint 0.000 to milepoint 0.216 and (FDOT Roadway ID 78010027) from milepoint 0.000 to milepoint 0.833 ("State Segment"); and

WHEREAS, the term "State Segment" shall include the actual roadbed together with all bridges, curbs, culverts, drainage structures, sidewalks, bike paths, and all other right-of-way property owned or controlled by the Florida Department of Transportation located within the designated right-of-way; and

WHEREAS, the City of St. Augustine requests that the Department transfer the State Segment from the State Highway System to the City of St. Augustine Road System; and

WHEREAS, based on the obligations set forth herein and a consideration of the criteria set forth in Section 335.0415, Florida Statutes, the Department and City are amenable to the requested transfer; and

Now, therefore, be it adopted and resolved by the City Commission of the City of St. Augustine, Florida as follows:

Section 1. Legislative findings and intent.

- (a) The City Commission of the City of St. Augustine hereby adopts and incorporates into this Resolution the recitals (whereas clauses) to this Resolution.
- (b) Although not a land development regulation, this Resolution is consistent with the goals, objectives, and policies of the Comprehensive Plan of the City of St. Augustine.
- (c) The City of St. Augustine has complied with all requirements and procedures of Florida law in processing and advertising this Resolution.

Section 2. Jurisdiction of State Road 5A (FDOT Roadway ID 78010026/78010027); transfer.

- (a) The City of St. Augustine requests that jurisdiction of State Road 5A (FDOT Roadway ID 78010026) from milepoint 0.000 to 0.216 and (FDOT Roadway ID 78010027) from milepoint 0.000 to milepoint 0.833 be transferred from the State of Florida to the City of St. Augustine.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL ENTITY RESOLUTION

(b) The City authorizes the execution of the Construction Reimbursement and Transfer Agreements and recognizes and accepts the terms and conditions found therein.

(c) The City authorizes John Regan, P.E., City Manager, to execute the Agreements.

Section 3. Future Implementing Actions.

(a) The City Manager, or designee, is assigned the responsibility to take any and all necessary administrative actions that may be desirable or necessary to implement the provisions of this Resolution.

(b) The City attorney is instructed to assist the City Manager in the implementation of this Resolution.

Section 4. Conflicts.

All resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed and rescinded.

Section 5. Savings.

The prior actions of the City of St. Augustine relating to projects and activities of the City involving the FDOT, as well as related matters and processes, are hereby ratified and affirmed.

Section 6. Severability.

If any section, sentence, phrase, word, or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of the Resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

Section 7. Effective Date.

This Resolution shall take immediate effect upon enactment.

Passed and adopted this 9th day of May 2022.

Attest:

City Commission of the City of St. Augustine, Florida

Darlene Galambos, City Clerk

John Regan, P.E. City Manager

Approved as to form and legal sufficiency.

Isabelle Lopez, City Attorney

Exhibit C

Financial Project ID: 430897-2,3-58-01

CONSTRUCTION REIMBURSEMENT AGREEMENT

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

-RECITALS-

1. The Department has funded a construction project via Financial Project Numbers 430897-2-58-01 and 430897-3-58-01 ("Project") for the purposes of the corridor reconstruction and improvements on SR 5A consisting of portions of King Street, Cathedral Place, and Cordova Street ("King Street") from Malaga Street to Avenida Menendez ("A1A") as shown in green and more particularly described in Exhibit "A"; and
2. The Department is fee simple owner of both King Street and A1A; and
3. The Project is located within the Agency's jurisdictional limits and within the Department's right of way; and
4. The Project scope will include corridor reconstruction, drainage improvements, multimodal improvements, and safety improvements on King Street, ("Improvements"); and
5. The Department will construct additional drainage improvements via Financial Project Number 430897-1-52-01 from the west side of A1A to the Bay, as shown in red on Exhibit "A," that will support and continue to receive stormwater discharge from the King Street, Cathedral Place and Cordova Street systems ("Drainage Project"); and
6. The Department will replace the King Street Bridge over the San Sebastian River via Financial Project Number 437428-1-52-01 ("Bridge Project") as shown in blue on Exhibit "A"; and
7. The Department will reconfigure the intersection of A1A and King Street as shown in Exhibit "B" with construction beginning by FY 27/28; and
8. The Agency will design, construct, and manage construction engineering and inspection services for the Project; and
9. The Agency will assume ownership and maintenance responsibilities of King Street from Malaga Street to A1A upon the Department's completion of construction of the Drainage Project via a separate Roadway Transfer Agreement and prior to the Agency beginning construction of the Project; and
10. The Agency will assume ownership and maintenance responsibilities of King Street from SR 5/US 1 to Malaga Street upon the completion and acceptance of the Bridge Project via a separate Roadway Transfer Agreement; and
11. The Agency desires to construct the Project and the Department is amenable to this request based on the terms and conditions of this Agreement; and
12. The Department shall fund the Improvements in accordance with the Schedule of Financial Assistance as more particularly shown in Exhibit "C"; and
13. The Department's ability to fund the Improvements is wholly contingent on appropriation of funds to the Department; and
14. The Agency, by resolution, which is attached as Exhibit "D", has authorized execution of this Agreement on its behalf; and
15. The Department will share existing information and design work with the Agency.

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

1. RECITALS AND EXHIBITS

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

2. EFFECTIVE DATE

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

3. TERM

The Agency shall complete the Project, inclusive of Final Acceptance (as defined in Section 7.E below) by the Department, on or before **June 30, 2033** ("Expiration Date"). In the event the Agency does not complete the Project by the Expiration Date, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the Expiration Date is requested by the Agency and agreed to by both parties in writing prior to close of business on the Expiration Date. Expiration of this agreement will be considered termination of the Project. The cost of any work performed after the Expiration Date of this Agreement will not be reimbursed by the Department.

4. E-VERIFY

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

5. COMPLIANCE

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

6. PERMITS

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

7. CONSTRUCTION

A. The Agency shall submit to the Department for review at least Phase III plans (90% complete). The Agency shall furnish the District Program Administration Engineer with signed and sealed copies (electronic) of the construction plans and specifications for the Project ("Plans and Specifications") prepared by a Florida registered professional engineer, or landscape architect providing professional services pursuant to Chapter 481, Florida Statutes, together with a construction schedule ("Construction Schedule") and certifications such other documentation as the Department may require.

B. The Agency shall not commence construction of the Project until such time as the transfer of King Street via a separate Roadway Transfer Agreement and District Program Administration Engineer provides final written approval of the Plans and Specifications and Construction Schedule for the Project via issuance of one or more appropriate Department permits.

C. The Agency shall provide the District Program Administration Engineer a copy of any changes to the approved Plans and Specifications for the Project prior to beginning construction on the changed elements.

D. The Agency shall provide the Department with a minimum of seventy-two (72) hours prior written notice of its intent to commence construction of the Project.

E. The Agency shall complete construction of the Project in accordance with the Construction Schedule and shall provide the Department's District Program Administration Engineer with written notice of completion of construction of the Project, including, final as-built plans and an engineering certificate that construction was completed in accordance with the Plans and Specifications. Thereafter, the District Program Administration Engineer or designee, shall perform a final inspection. If results of the final inspection find that the construction is in compliance with the Plans and Specifications and applicable Governmental Law, the Department shall issue a final acceptance letter ("Final Acceptance"). In determining compliance with applicable Governmental Law, the Department may defer to the appropriate local, state, federal, administrative, regulatory or environmental entity. The Department shall notify the Agency in writing if the construction is deficient or not in compliance with the Plans and Specifications and applicable Governmental Law. Thereafter, the Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same. The Department shall not issue its Final Acceptance until the deficiency / non-compliance is corrected.

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

G. The Plans and Specifications, Construction Schedule, final as-built plans and engineering certificate for the Project are incorporated herein and made part of this Agreement by reference.

8. OPERATION, MAINTENANCE & REPAIR

Upon completion of the Project and following Final Acceptance by the Department, the Department shall own, operate, maintain, and repair the Department Improvements located within the Department's SR 5, SR 5A and A1A right-of-way not transferred to the Agency.

Upon completion of the Drainage Project and following Final Acceptance by the Department, but prior to construction of the Project by the Agency, the Agency shall own, operate, maintain, and repair King Street from Malaga Street to A1A via a separate Roadway Transfer Agreement. The Agency shall assume ownership, operation, and maintenance responsibilities of King Street from SR 5/US 1 to Malaga Street upon the completion and acceptance of the Bridge Project via a separate Roadway Transfer Agreement. Upon completion of both Roadway Transfer Agreements, the Agency shall own, operate, and maintain King Street from SR5/US1 to A1A at its sole cost and expense.

9. PROJECT FUNDING AND AUDITS

A. The Department's maximum participation shall be an amount up to and not to exceed Eighteen Million Dollars and No/100 Dollars (\$18,000,000.00) ("Maximum Participation Amount"). Funding shall be programmed as Nine Million Dollars and no/100 Dollar (\$9,000,0000) for Fiscal Year 2021-2022 and Nine Million Dollars and no/100 Dollar (\$9,000,0000) for Fiscal Year 2022-2023 in The Agency agrees to bear all expenses in excess of the Department's Maximum Participation Amount, as outlined in Exhibit "B".

1. The Agency shall submit all invoices for payment to D2.LGP_invoicing@dot.state.fl.us immediately upon receipt by the Agency of the same.

2. The Parties agree that at such time as the Department has reached the Maximum Participation Amount, the Agency shall immediately bear all expenses in excess of the Maximum Participation Amount from that point forward.

B. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit. Specifically, the Agency shall be required to comply as follows:

RECORDS RETENTION: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The Agency shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the Department.

C. COMPENSATION AND PAYMENT:

- a. The Department shall reimburse the Agency for costs incurred to perform services described in the Project Description and Responsibilities in Exhibit "A", and as set forth in the Schedule of Financial Assistance in Exhibit "B".
 - b. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A". Any changes to the deliverables shall require an amendment executed by both parties.
 - c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Agency shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
 - d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit A has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges.
 - e. **Travel expenses are not compensable under this Agreement.**
 - f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.
- ☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed to the extent of the non-performance. The Agency will not be reimbursed until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients of financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Agency agrees to provide progress reports along with invoices no more often than monthly and no less than quarterly to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- i. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- j. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be

executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any funds made available to the Agency by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

In determining the amount of the payment, the Department will exclude all project costs incurred by the Agency prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved **Schedule of Financial Assistance in Exhibit "B"** for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

10. PLACEMENT ON CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

11. COMPLETION OF THE PROJECT

A. If the Agency abandons or, before completion, discontinues the Project, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

B. Upon final payment to the contractor for the entire Project, the Agency shall, within one hundred twenty (120) days, furnish the Department with two (2) copies of its final and complete billing of all cost incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the job estimate. The final billing shall show the description and site of the Project; the date on which the first work was performed or the date on which the earliest items of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where records and accounts billed can be audited. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Agency's general accounting records and the project records, together with supporting documents and records, or the contractor and all subcontractors performing work on the Project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

12. CONTRACTING WITH THIRD PARTIES

Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract with any third party with respect to the Department Improvements, as identified in Exhibit "A", or obligate itself in any manner requiring the disbursement of Department funds without the prior written approval of the Department. Failure to obtain such prior written approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any contractor and to approve or disapprove the employment of the same.

13. ACCESS TO RECORDS

A. The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with this Agreement.

B. The Agency shall make the project records available to the Department for inspection and shall require its consultants to permit the Department's authorized representatives to inspect all work, payrolls, records, and to audit the books, records and accounts pertaining to the financing, development and construction of the Project.

14. COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

Execution of this Reimbursement Agreement constitutes a certification by the Agency that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of the Agency's non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred as a result of such Agency non-compliance.

15. INDEMNIFICATION

A. The Agency shall, subject to the limitations set forth in Section 16 below, promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's acts or omissions ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for the Department's negligence, intentional or wrongful acts, omissions or breach of contract.

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

16. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time. The limit of the Department's liability for breach of this Agreement shall be identical to the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes.

17. GOVERNING LAW

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

18. INITIAL DETERMINATION OF DISPUTES

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

19. VENUE AND JURISDICTION

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

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

20. JURY TRIAL

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

21. ASSIGNMENT

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

22. THIRD PARTY BENEFICIARIES

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

23. VOLUNTARY EXECUTION OF AGREEMENT

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

24. ENTIRE AGREEMENT

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

25. EXECUTION OF DOCUMENTS

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

26. SUFFICIENCY OF CONSIDERATION

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

27. WAIVER

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

28. INTERPRETATION

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

29. CAPTIONS

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

30. SEVERANCE

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

31. COMPUTATION OF TIME

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

32. MODIFICATION OF AGREEMENT

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

33. PUBLIC RECORDS

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

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Agency or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

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

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

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

34. COMPLIANCE WITH STATUTE

The Agency agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the Agency has caused this Agreement, consisting of fifteen (15) pages, to be executed on its behalf this _____ day of _____, 2022, by the City of St. Augustine, authorized to enter into and execute same by Resolution Number _____ attached hereto as Exhibit "D", and the Department has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this _____ day of _____, 2022.

CITY OF ST. AUGUSTINE

WITNESS: _____

Print: _____

BY: _____
City Manager, City of St. Augustine

Legal Review:

Legal Counsel for Agency

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY

BY: _____
DISTRICT 2 SECRETARY

Legal Review:

Legal Counsel for Department

EXHIBIT "A"
(PROJECT DESCRIPTION AND RESPONSIBILITIES)

This exhibit forms an integral part of that certain Construction Reimbursement Agreement between the State of Florida Department of Transportation (Department) and the City of St Augustine (Agency), dated _____.

PROJECT LOCATION:

SR 5A/King Street from SR 5 (US 1) Malaga Street to SR A1A (Avenida Menendez) and SR 5A/Cordova Street from King Street to Cathedral Place and SR 5A/Cathedral Place from Cordova Street to Avenida Menendez (SR A1A) in St. Augustine, Florida

PROJECT DESCRIPTION:

Reconstruction and corridor upgrades and multimodal improvements on SR 5A consisting of portions of King Street, Cathedral Place, and Cordova Street ("King Street") from Malaga Street to Avenida Menendez ("A1A") in St. Augustine, Florida. A separate Roadway Transfer Agreement will be forthcoming.

AGENCY RESPONSIBILITIES:

Deliverables: Executed copy of the consultants and contractor's agreement with the Agency. Construction related activities. Quarterly Invoices & Progress Report must be submitted. Photos are required during construction. A field review must be done prior to final reimbursement request processed ensuring that all deliverables have been met in accordance with the contract. The Agency shall submit as-builts.

- The Agency shall commence the Project activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

Design to be completed on or before June 30, 2027
Construction contract to be let on or before December 31, 2027.
Construction to be completed on or before December 31, 2032.
Agreement end date on or before June 30, 2033.

If this schedule cannot be adhered to, the Agency shall notify the Department, in writing, with a revised schedule or the project is subject to the withdrawal of Department funding.

Time Extension is granted only for circumstances beyond the Agency's control.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

- Infrequent invoice activity
- No contract activity for 12 months
- A field review must be done at the substantial completion of the project. To schedule a field review, contact Kimberly Evans at Kimberly.evans@dot.state.fl.us.

**EXHIBIT "A" (cont.)
(PROJECT DESCRIPTION AND RESPONSIBILITIES)
LOCATION MAP**

Reconstruction and corridor upgrades and improvements SR 5 A (King Street) from SR 5 (US 1) Ponce De Leon Boulevard to SR A1A (Avenida Menendez) and from SR 5 A (King Street) from Malaga Street to Avenida Menendez (A1A) in St. Augustine, Florida

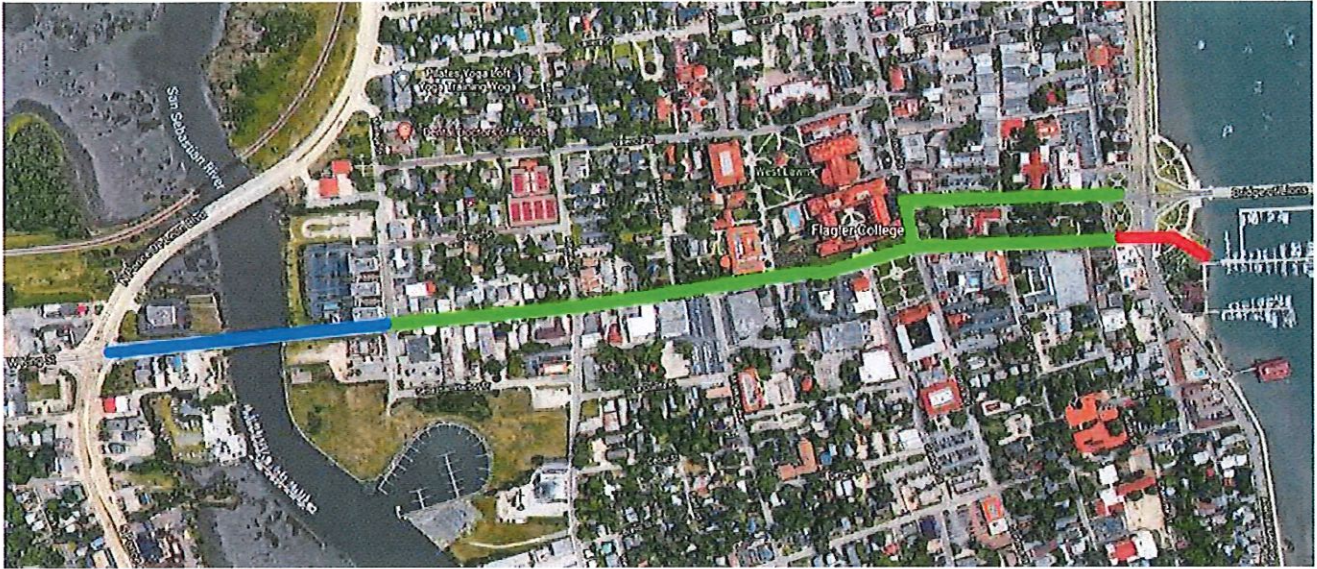


EXHIBIT "B"
(PROPOSED LOCATION OF SR A1A / KING STREET INTERSECTION REALIGNMENT)



EXHIBIT "C"
(SCHEDULE OF FINANCIAL ASSISTANCE)

City of St Augustine 75 King Street St. Augustine, FL 32084	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION REIMBURSEMENT AGREEMENT SCHEDULE OF FINANCIAL ASSISTANCE	Financial Project ID: 430897-2,3-58-01
		Contract Number:

PROJECT DESCRIPTION

Name: SR 5A consisting of portions of King Street, Cathedral Place, and Cordova Street ("King Street") from Malaga Street to SR A1A/Avenida Menendez ("A1A")

Termini: SR 5A (King Street) from SR 5 (US 1) Ponce De Leon Boulevard to SR A1A (Avenida Menendez) and from SR 5A (King Street) from Malaga Street to Avenida Menendez (A1A) in St. Augustine, Florida.

Description of Work: Reconstruction and corridor upgrades and improvements

TYPE OF WORK By Fiscal Year	(1) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (0%)	(3) STATE & FEDERAL FUNDS (100%)
Design, Construction and Construction Engineering and Inspection Phase 58			
<u>2021-2022</u>	<u>\$9,000,000</u>	<u> </u>	<u>\$9,000,000</u>
<u>2022-2023</u>	<u>\$9,000,000</u>	<u> </u>	<u>\$9,000,000</u>
Total Cost of Department's Participation	\$18,000,000		\$18,000,000

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kim Evans
District Grant Manager Name

Signature Date

EXHIBIT "D"
(Resolution)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD JURISDICTION TRANSFER (RJT) AGREEMENT

DRAFT

Exhibit D

Florida Department of Transportation/City of St. Augustine

THIS AGREEMENT, made and entered into this day of _____, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called "DEPARTMENT," and the CITY OF ST. AUGUSTINE, hereinafter called "LOCAL GOVERNMENT." The DEPARTMENT and the LOCAL GOVERNMENT are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

WITNESSETH

WHEREAS, the LOCAL GOVERNMENT has requested the transfer of King Street (Section Number 78010027 from US-1 to State Road A1A, Milepost 0.000 to 0.833) and State Road 5A Cathedral Place/Cordova Street (Section Number 78010026 from SR-A1A to King Street, Milepost 0.000 to 0.216) from the State Highway System, as depicted on the location map, attached hereto as Exhibit "A" and the transfer form attached hereto as Exhibit "B" and this transfer is mutually agreed upon, between the LOCAL GOVERNMENT and the DEPARTMENT,

WHEREAS, 23 U.S.C. 116 requires that a maintenance agreement be entered into between the DEPARTMENT and the LOCAL GOVERNMENT if the right-of-way to be transferred to the LOCAL GOVERNMENT contains a project constructed using federal funds. If applicable, this requirement satisfies execution of this Agreement,

WHEREAS, this transfer is mutually agreed upon between the LOCAL GOVERNMENT and the DEPARTMENT.

WHEREAS, Section 335.0415, Florida Statutes, authorizes the Parties to enter this Agreement.

THEREFORE, in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the LOCAL GOVERNMENT and the DEPARTMENT agree as set forth below:

This Agreement sets forth the terms and conditions under which the LOCAL GOVERNMENT and the DEPARTMENT will abide. The commencement of new jurisdictional and maintenance responsibilities is the date of the approval of the Roadway Transfer Form by the Department Secretary.

- (a) The LOCAL GOVERNMENT accepts all responsibility for the road right-of-way and for operation and maintenance of the roadway, including bridges. In addition to the roadbed, this Agreement includes all curbs, culverts, and drainage structures within the right-of-way at the time of transfer. The LOCAL GOVERNMENT shall be responsible for maintenance of public sidewalks, bike paths, and other ways in the right-of-way.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD JURISDICTION TRANSFER (RJT) AGREEMENT

- (b) The DEPARTMENT gives up all rights to the road, including the right-of-way, except as may be specified in this Agreement.
- (c) By resolution, attached hereto as Exhibit "C", the LOCAL GOVERNMENT has authorized its representative to enter this Transfer Agreement.
- (d) It is agreed that all obligations of the DEPARTMENT, under any maintenance, utility, or railroad crossing agreement or other such agreement, relating to any specific road to be transferred, shall be transferred at the same time and in the same manner as jurisdictional responsibility. If the agreements were made between the parties to this transfer, and the transferring party will no longer be involved after the transfer takes place, new agreements or amended agreements shall be made between the parties to this transfer. These agreements shall be negotiated and signed prior to the Department Secretary approval of the final Transfer Agreement. The DEPARTMENT acknowledges that copies of any existing permits, agreements and easements have been turned over to the receiving entity for their records prior to the execution of this Agreement.
- (e) Disposition of any telemetered traffic monitoring site will be determined on an individual basis. The Traffic Monitoring Section of the Department's Transportation Data and Analytics Office, in cooperation with the Department District Office, will determine if polling the site is still desirable even if the traffic data is no longer needed for State Highway System reporting
- (f) If there is evidence of historical or archaeological resources that could be adversely impacted after a transfer, the LOCAL GOVERNMENT agrees to maintain the resources in accordance with the Cultural Resource Management Coordinator (CRMC) recommendations, attached hereto as Exhibit "D." If no evidence of historical or archaeological resources is discovered, the LOCAL GOVERNMENT agrees not to adversely affect any such resources if discovered after the transfer.
- (g) Transfer of the Roadway from the DEPARTMENT to the LOCAL GOVERNMENT shall be by right-of-way map transfer ("Map Transfer"). The Map Transfer will take place in two separate occurrences and as follows: (1) Immediately, or as soon as practicable following the DEPARTMENT'S final acceptance of Bridge Replacement Project Number 437428-1 to convey milepost 0.000 to 0.250 on section 78010027; and (2) Immediately, or as soon as practicable following the DEPARTMENT'S final acceptance of Drainage Project Number 430897-1 to convey milepost 0.250 to 0.833 on section 78010027 and milepost 0.000 to 0.216 on section 78010026. The DEPARTMENT shall deliver the Map Transfer to the LOCAL GOVERNMENT within sixty (60) days of the Final Acceptance of the above referenced Projects. The LOCAL GOVERNMENT shall record the Map Transfer, at no cost to the DEPARTMENT, in the public land records of the county in which the road Jurisdiction Transfer is located within 60 days of its receipt and ensure property appraiser records are updated to accurately reflect this transfer. The LOCAL GOVERNMENT shall provide the DEPARTMENT with a copy of the recorded conveyance document within 15 days of receipt of the same from the recording office.
- (h) Obligation of funds to be transferred to the LOCAL GOVERNMENT must be in accordance with Section 339.135(6)(a), Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD JURISDICTION TRANSFER (RJT) AGREEMENT

- (i) Section 335.02, Florida Statutes, requires the DEPARTMENT to hold a public hearing when redesignating a transportation facility from the State Highway System. Proof a public hearing was conducted is attached hereto as Exhibit "E."

All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties may be reached by means of the following contacts:

City of St. Augustine
Reuben Franklin Jr., P.E.
Public Works Director
P.O. Box 210

St. Augustine, Florida 32312
Telephone: (904) 825-1040

Florida Department of Transportation
David Tyler
District 2 Planning Manager
1109 South Marion Avenue
Mail Station 2007
Lake City, Florida 32025-5814
Telephone (386) 961-7884

Each party is an independent contractor and is not an agent of the other party. Nothing contained in this Agreement shall be construed to create any fiduciary relationship between the parties, during or after the performance of this Agreement. Neither party shall have the authority to bind the other party to any obligation, whatsoever; to any third party without the express specific written consent of the other.

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD JURISDICTION TRANSFER (RJT) AGREEMENT

LOCAL GOVERNMENT

THE CITY OF ST. AUGUSTINE

SIGNED BY: _____

John Regan, P.E.
City Manager

ATTEST: _____

LEGAL REVIEWER SIGNATURE:

Isabelle Lopez, City Attorney

DEPARTMENT

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

SIGNED BY: _____

Greg Evans
FDOT District 2 Secretary

LEGAL REVIEWER SIGNATURE:

FDOT Office of the General Counsel

FINAL APPROVAL BY THE SECRETARY OF TRANSPORTATION

The Secretary of the Florida Department of Transportation approves the transfer and all provisions listed in this executed Transfer Agreement and the supporting resolution between the DEPARTMENT and the LOCAL GOVERNMENT:

Signed: _____

Jared W. Perdue, P.E.
Secretary
State of Florida, Department of Transportation

Execution Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD JURISDICTION TRANSFER (RJT) AGREEMENT

Exhibit "A"



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD JURISDICTION TRANSFER (RJT) AGREEMENT

Exhibit "B"

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: April 26, 2022

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 160 N. BREVARD STREET**

Enclosed is a Satisfaction and Release of Mortgage for 160 N. Brevard Street, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine and Jose Molina. The mortgage was recorded in the Public Records of St. Johns County on January 27, 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 May 9, 2022 City Commission meeting.

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

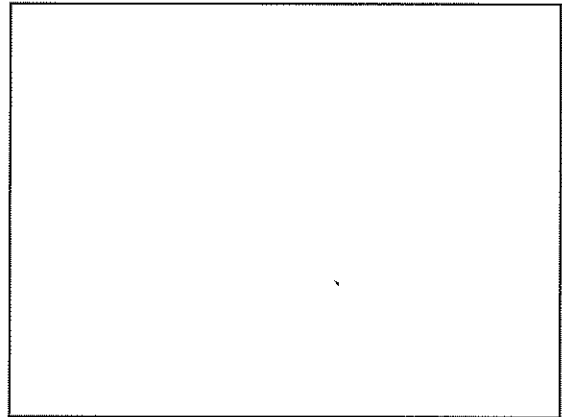


Isabelle C. Lopez
City Attorney

/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 **JOSE MOLINA**, whose address is 160 N. Brevard Street, St. Augustine, Florida 32084, his heirs, assigns or successors in title (hereinafter referred to as "Mortgagor"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated January 23, 2015, recorded at Official Records Book 3980, Page 1603, of the Public Records of St. Johns County, Florida, and relating to that certain lot, parcel or piece of land situated in the City of St. Augustine, St. Johns County, Florida, described in **Exhibit "A"** attached hereto and incorporated herein.

Mortgagee hereby releases said Mortgagor from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 3980, Page 1603, 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: N. BREVARD – ACRES 0.46, 1-1 DANCY TRACT ½ OF LOT 6, BLK 83
OR2803/1905 1906.

PARCEL ID NUMBER: 116770-0065

LOCATION ADDRESS: 160 N. BREVARD STREET, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

THIS MORTGAGE, by and between Jose Molina, whose address is 160 N. Brevard Street, hereinafter called "Mortgagor") and CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Department, St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

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

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

And the Mortgagor further covenants as follows:

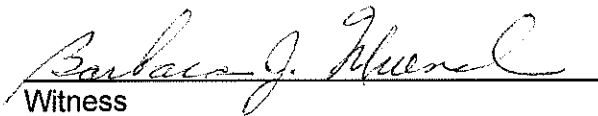
1. That it will pay all and singular the costs, charges and expenses, including reasonable attorney's fees, and costs of abstracts of title, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of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

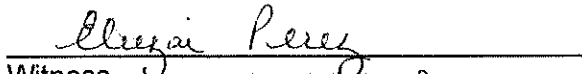
2. That (a) in the event of any breach of this mortgage or any mortgage superior or junior hereto or default on the part of the Mortgagor under this or any other mortgage encumbering the property mortgaged hereby, or (b) in the event that any of said sums of money herein referred to be not promptly and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

3. That the Mortgagee will make monthly payments in the amount of \$38.03 for 120 months.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 23rd day of January 2015.

Signed, sealed and delivered
in the presence of:


Witness
Printed Name: Barbara J Muench


Witness
Printed Name: Eluzai Perez

BY: 
(Printed Name) Jose Molina
(Address) 160 N. Brevard Street
(Telephone) 904-325-1343

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

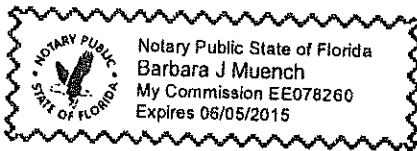
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

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, **Jose Molina**, 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 23rd day of January 2015.



A handwritten signature in cursive script, reading "Barbara J. Muench", written over a horizontal line.

Notary Public, State of Florida

LEGAL DESCRIPTION

N. Brevard – Acres 0.46
1-1 Dancy Tract 5½ of Lot 6
Blk 83 OR2803/1905 1906

Parcel No. 116770-0065

Exhibit "A"

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: Jose Molina
ADDRESS: 160 N. Brevard Street
Saint Augustine, FL 32084

\$3,908.00

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises **located at 160 N Brevard 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 **3908 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **3.16 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **38.03 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: January 23, 2015**, in the presence of:

Barbara J. Muench
Witness
Printed Name: Barbara J Muench

BY: JOSE MOLINA
(Printed Name) Jose Molina
(Address) 160 N. Brevard Street
(Telephone) 904-325-1343

Eluzai Perez
Witness
Printed Name: Eluzai Perez

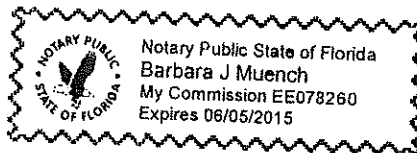
STATE OF FLORIDA

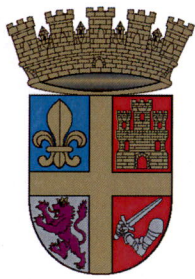
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Jose Molina**, 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 23rd day of January 2015.

Barbara J. Muench
Notary Public, State of Florida





Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

❧ CERTIFICATE OF RECOGNITION ❧

Whereas, Altrusa is an international community service organization dedicated to making our communities better through leadership and service; and

Whereas, the word Altrusa comes from the word altruism—an unselfish regard for the welfare of others, which is what Altrusa International of St. Augustine is all about, women and men using their talents and skills to benefit others in their community or throughout the world; and

Whereas, Altrusa International of St. Augustine, Inc. was organized on April 11, 1959, as an extension of the Altrusa Club of Jacksonville. Altrusa International of St. Augustine and then was chartered on April 4, 1962; and

Whereas, Also in 1962, Altrusa International established the Altrusa International Foundation, which is dedicated to improving economic well-being and quality of life through a commitment to community services and literacy; and

Whereas, Altrusa is now an international association of women and men who volunteer their energies and expertise in projects dedicated to community betterment. As a community service organization, Altrusans provide over one million volunteer hours every year; and

Whereas, Altrusa International of St. Augustine's projects are based on the needs in our community. from literacy projects, providing scholarships, to working with children and supporting our veterans.

NOW THEREFORE, the City Commission of the City of St. Augustine does hereby recognize 60 Years of Community Service by the Altrusa International of St. Augustine and encourages citizens to find their own ways to volunteer their time and energy for the betterment of the community.

IN WITNESS WHEREOF I hereunto set my hand and do cause the Seal of the City of St. Augustine, Florida, to be affixed this 14th day of May 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.

2022-04CR

Tracy Upchurch, Mayor

"Most Loyal and Valorous"

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

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: City Commission

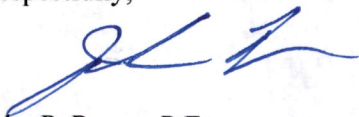
DATE: May 9, 2022

RE: Permission to use City Crest

On January 10, 2022, in a memo to the City Commission, City staff recommended the St. Johns Cultural Council be responsible for the management and operations of the Historic Waterworks Building. As part of that recommendation specifically, it stated the City is to 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.” The lease was signed and executed on February 17, 2022.

To ensure proper branding for these events, and in keeping with the proper use of the City seal, I request permission of behalf of the Cultural Council and other participating agencies who organize arts and cultural activities at the Historic Waterworks Building, to use the City seal for the duration of the terms of the lease agreement.

Respectfully,

A handwritten signature in blue ink, appearing to read 'J. P. Regan', with a stylized flourish at the end.

John P. Regan, P.E.
City Manager

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: April 28, 2022

RE: **Consent Agenda Item – Waiver of One (1) year time restriction for 36 Granada Street**

This item is a request for the City Commission to waive the one (1) year time restriction outlined in the zoning code for 36 Granada Street.

Section 28-30(e) specifically states that if a rezoning has been adopted by the City Commission to change the zoning on a piece of land the Planning and Zoning Board (PZB) shall not consider another application for a rezoning on the same piece or part of the same land for a period of one (1) year from the effective date of the ordinance.

The property at 36 Granada Street and 8 De Soto Place (commonly referred to as 36 Granada Street) were rezoned to a Planned Unit Development (PUD) at the November 8, 2021, City Commission meeting. The ordinance (Ord. #2021-25) became effective November 18, 2021. The same applicant would like to go to the PZB to request an amendment to the adopted PUD. It is staff's opinion that the nature of the amendments to the existing PUD requested constitute a rezoning. The timing of this request is within one (1) year.

Based on Section 28-30(f) the City Commission can waive the one (1) year time limit when such action is deemed necessary to prevent injustice or to facilitate proper development of the city.

Please see attached zoning code section references. Thank you for your attention to this matter, please place this item on the Consent Agenda for the May 9, 2022, City Commission meeting. If you have any questions, contact me at (904) 209-4320 or askinner@citystaug.com.



Amy McClure Skinner, AICP
Director
Planning and Building Department

“Sec. 28-30. - Comprehensive plan amendments, rezonings and amendment of chapter.

(a) *General.* This chapter may from time to time be amended, supplemented, or changed the land use plan and land use map established by the comprehensive plan may also be amended and the zoning atlas may from time to time be revised by the rezoning of land as provided in this section.

...

(e) *Limitations on rezoning of land.*

(1) No ordinance to rezone land shall contain conditions, limitations or requirements not applicable to all other land in the zoning district to which the particular land is rezoned, except as provided in article III, division 8.

(2) Whenever the city commission has, by ordinance, changed the zoning classification of land, the board shall not then consider any application for rezoning of any part or all of the same land for a period of one (1) year from the effective date of such ordinance.

(3) Whenever the city commission has denied an application for the rezoning of land, no further application shall be filed for the same rezoning of any part or all of the same land for a period of six (6) months from the date of such action. In the event that two (2) or more applications for the same rezoning for any part or all of the same land has been denied, no further application shall be filed for the same rezoning or any part or all of the same land for a period of one (1) year from the date of such action denying the last application filed.

(4) Land use plan amendments shall be made consistent with the State of Florida's Community Planning Act, F.S. ch. 163, as may be amended from time to time.

(f) *Waiver of time limits.* The time limits of subsection (e) may be waived by three (3) affirmative votes of the city commission when such action is deemed necessary to prevent injustice or to facilitate proper development of the city.

...”