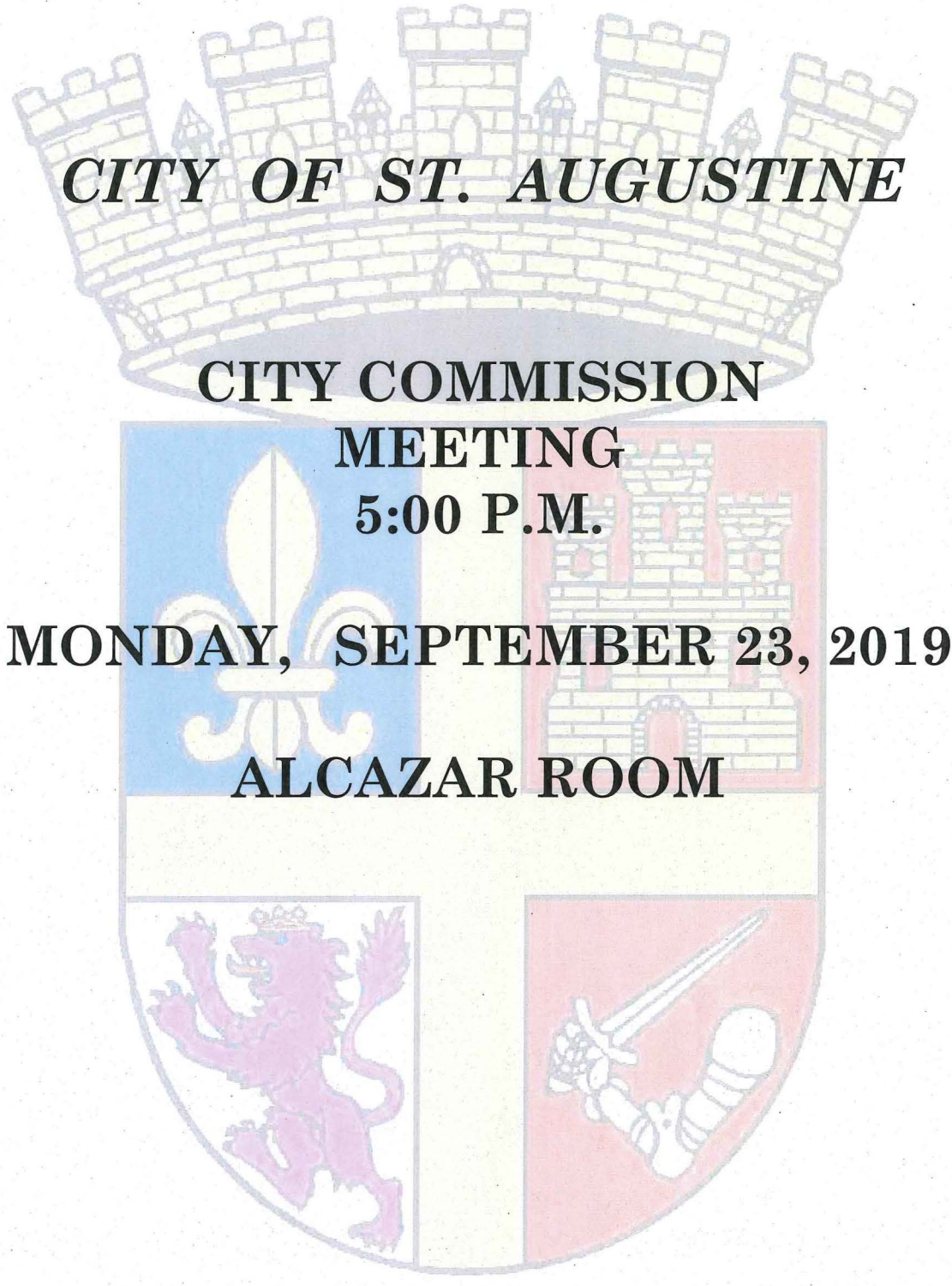




CITY OF ST. AUGUSTINE

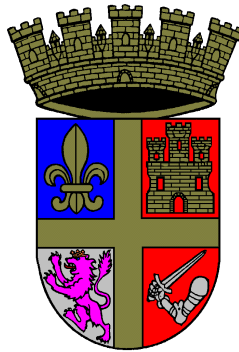
CITY COMMISSION

MEETING

5:00 P.M.

MONDAY, SEPTEMBER 23, 2019

ALCAZAR ROOM



**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, SEPTEMBER 23, 2019 - 5:00 PM
ALCAZAR ROOM**

1. CALL TO ORDER

- ❖ Roll Call
- ❖ Invocation and Pledge of Allegiance

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of REGULAR AGENDA

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

- [Proclamation 2019-21:](#) Recognizing September 27, 2019 as “Blessings in a Backpack Day”. (*T. Upchurch, Mayor*).
- [Proclamation 2019-25:](#) Recognizing October 6-12 as National Fire Prevention Week. (*St. Augustine Fire Chief, Carlos Aviles*).

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

- ❖ **3** minutes per individual

5. [CONSENT AGENDA](#) – Modification(s); Motion to Approve

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. The Form is available at:

http://www.citystaug.com/document_center/Administration/CityClerk/PresentationSupportServicesRequest04152016.pdf

A. GENERAL PUBLIC PRESENTATIONS

B. ITEMS OF GREAT PUBLIC IMPORTANCE

C. OTHER ITEMS REQUIRING PUBLIC HEARING

8. ORDINANCES AND RESOLUTIONS – PUBLIC HEARING REQUIRED

A. ORDINANCES – SECOND READING

8.A.1. Ordinance 2019-37: Amends chapter 13 of the City code to conform to statutory changes to the telecommunications permitting process. (*J. Cary, Assistant City Attorney*).

B. ORDINANCES – FIRST READING (*ONLY IF REQUIRED BY LAW*)

C. RESOLUTIONS – PUBLIC HEARING (*ONLY IF REQUIRED BY LAW*)

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

A. ORDINANCES – FIRST READING

9.A.1. Ordinance 2019-23: Charter update to Article III, Sections 3.02, 3.04 and 3.05 updating reference to state and federal regulations, removing reference to municipal courts and conforming language to current usage. (*I. Lopez, City Attorney*).

- 9.A.2. [Ordinance 2019-38](#): Creates Section 28-355, providing regulations for the cultivation, distribution, and retail sale of hemp and hemp extract. (J. Cary, Assistant City Attorney).

B. RESOLUTIONS

- 9.B. [Discussion with City of St. Augustine Archaeologist, Dr. Andrea White regarding concerns relevant to construction on Charlotte Street](#). (T. Burchfield, Assistant City Manager).

- 9.B.1. [Resolution 2019-31](#): Authorizes a temporary easement to the State of Florida Department of Transportation for King Street drainage construction work along parcel number 700.1. (T. Burchfield, Assistant City Manager).

- 9.B.2. [Resolution 2019-32](#): Authorizes a temporary easement to the State of Florida Department of Transportation for King Street drainage construction work along parcel number 702.1. (T. Burchfield, Assistant City Manager).

- 9.B.3. [Resolution 2019-33](#): Authorizes a temporary easement to the State of Florida Department of Transportation for King Street drainage construction work along parcel number 703.1. (T. Burchfield, Assistant City Manager).

- 9.B.4. [Resolution 2019-34](#): Authorizes a perpetual easement to the State of Florida Department of Transportation for King Street drainage construction work along parcel number 800.1. (T. Burchfield, Assistant City Manager).

- 9.B.5. [Resolution 2019-35](#): Authorizes a perpetual easement to the State of Florida Department of Transportation for King Street drainage construction work along parcel number 803.1. (T. Burchfield, Assistant City Manager).

- 9.B.6. [Resolution 2019-41](#): Authorizes the City Manager to close a street and/or interrupt traffic in order to accommodate a special event. (P. Williamson, Director, Public Affairs).

10. STAFF REPORTS AND PRESENTATIONS

- 10.A. [Petition to Vacate rights-of-way in Antigua Phase One subdivision](#). (I. Lopez, City Attorney).

11. ITEMS BY CITY ATTORNEY (See Consent Agenda also)

- 11.A. Sunshine, Public Records and Ethics Minute. [No Presentation. Documentation to be e-mailed individually](#). Information provided by the City Attorney's office as an on-going series to keep the Commission abreast of relevant developments.

12. ITEMS BY CITY CLERK (*See Consent Agenda also*)

12.A. [Request for three appointments to the Planning and Zoning Board.](#) (D. Galambos, City Clerk).

13. ITEMS BY CITY MANAGER (*See Consent Agenda also*)

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.

CONSENT AGENDA – SEPTEMBER 23, 2019

CA.1. Preview of upcoming Commission meetings.

a) The following ordinances are tentatively scheduled for second reading on October 14, 2019:

- Ordinance 2019-15
- Ordinance 2019-23
- Ordinance 2019-38

b) Reminder of upcoming meetings:

- October 14, 2019, 5:00 p.m., Regular Meeting
- October 28, 2019, 5:00 p.m., Regular Meeting
- November 12, 2019, 5:00 p.m., Regular Meeting
- December 9, 2019, 5:00 p.m., Regular Meeting

CA.2. Approval of Minutes from prior commission meetings:

- September 9, 2019 Regular Meeting

CA.3. Releases of Lien for Unit Connection Fee Mortgage(s): None.

CA.4. Proposed Proclamations, Certificates of Appreciation/Recognition. (Commission approval required). (To be read at a subsequent meeting).

- Proclamation 2019-22 proclaiming October 2019 as Domestic Violence Awareness Month

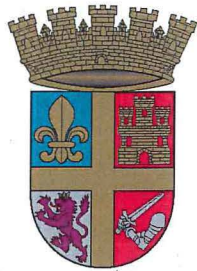
CA.5. Notification of Proclamations/Certificates of Recognition issued: None.

CA.6. August 2019 monthly financial update. (*M. Litzinger, Director, Finance*).

CA.7. Ratification of Collective Bargaining Agreements between the City and the Coastal Florida Police Benevolent Association and between the City and the Florida Carpenters Regional Council, Local 20238. (*D. Hayes, Director, Human Resources*).

CA.8. Invoice in the amount of \$4,504.20 dated August 31 from Cavendish Partners, P.A. for legal services regarding the Seavin v. City of St. Augustine matter. (*I. Lopez, City Attorney*).

End of Consent Agenda



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Cuidad de San Agustín de la Florida

PROCLAMATION

***WHEREAS,** Blessings in a Backpack is a 501(c)3 organization that, through an all-volunteer network, mobilizes communities, individuals and resources to provide food on the weekends for elementary school children across America who might otherwise go hungry; and*

***WHEREAS,** Blessings in a Backpack is celebrating its 11th Birthday by providing nearly 3.2 million hunger-free weekends to more than 93,000 children in 45 states and the District of Columbia; and*

***WHEREAS,** The National School Lunch Program is a federally assisted meal program operating in over 100,000 public and nonprofit private schools and residential childcare institutions. It provides nutritionally balanced, low-cost or free lunches each school day to students across the country. However, these meals are only provided Monday through Friday, leaving a significant gap for these youth over weekends; and*

***WHEREAS,** Consistent nutrition among children contributes to better test scores, improved reading skills, positive behavior, improved health, and increased school attendance. In St. Augustine, one in five children is food insecure, meaning they don't always know from where their next meal will come; and*

***WHEREAS,** Childhood hunger can cause lifelong health problems, such as a weakened immune system, increased hospitalization rates, and impaired neural development. Blessings in a Backpack provide school children who are in the Federal Free and Reduced Lunch Program with food to take home on weekends during the school year; and*

***WHEREAS,** Relying on the generosity of donors, First Coast Blessings in a Backpack volunteers are able to pack low-preparation, nutritious staples for 1,093 children in 17 St Johns County Public Schools. A \$100 donation feeds a child each weekend for an entire school year.*

***NOW, THEREFORE,** be it resolved that the St. Augustine City Commission hereby recognizes September 27, 2019 as **"Blessings in a Backpack Day"** in the community and encourages all its citizens to support efforts to improve the health and wellness of our children, so that they may be successful in school and have every opportunity to achieve all that they desire in life.*

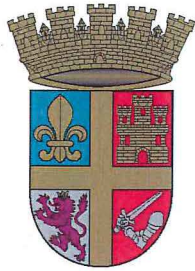
***IN WITNESS WHEREOF,** I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 23rd day of September in the year of our Lord two thousand nineteen and the four hundred and fifty-fourth year of the founding of St. Augustine, the Nation's Oldest City.*

2019-21

Tracy W. Upchurch, MAYOR

"Most Loyal and Valorous"

Title conferred on 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, since 1922, Fire prevention week has been observed on the Sunday through Saturday period in which October 9th falls, and according to the National Archives and Records Administration's Library Information Center, Fire Prevention Week is the longest running public health and safety observance on record; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and according to the National Fire Protection Association, during 2017, fire departments across the United States responded to 357,000. These fires caused 2,630 civilian deaths; and

WHEREAS, St. Augustine residents should install smoke alarms in every sleeping room, outside each separate sleeping area, and on every level of the home; and residents should install smoke alarms and alert devices that meet the needs of people who are deaf or hard of hearing; and

WHEREAS, when the smoke alarm sounds, residents may have less than two minutes to escape to safety and those who are responsive to public education measures and identify and eliminate potential fire hazards increase their safety from fires; and

WHEREAS, St. Augustine residents who have planned and practiced a home fire escape plan at least twice per year are more prepared and will therefore be more likely to survive a fire; and

WHEREAS, St. Augustine first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and the 2019 Fire Prevention theme: "Not Every Hero Wears a Cape. Plan and Practice Your Escape!" effectively serves to remind us that we need to take personal steps to increase our safety from fire.

NOW, THEREFORE, The City Commission of the City of St. Augustine do hereby proclaim October 6-12, 2019, as **NATIONAL FIRE PREVENTION WEEK 2018** throughout this city, and urges all the people of St. Augustine to establish and practice an escape plan, and to support the many public safety activities and efforts of St. Augustine's fire and emergency services during Fire Prevention Week.

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

2019-25

Tracy W. Upchurch, Mayor

"Most Loyal and Valorous"

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

ITEM 8.A.1.

Ordinance 2019-37

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: September 12, 2019

RE: **ORDINANCE 2019-37: TELECOMMUNICATIONS**

Please find attached Ordinance 2019-37, which amends certain portions of Chapter 13 of the City Code in order to remain compliant with Florida law following the passage of Senate Bill 1000, which became Laws of Florida Chapter 2019-131.

The bill altered definitions for certain words in the state statutes. This ordinance keeps our local definition consistent with the state statutory definition.

The ordinance also changes our renewal requirements for registration of communications services providers. Currently, the provider has to renew annually, and must provide change of information within 30 days of any change. State law now prohibits the City from requiring renewal of registration more often than every five years, and gives a provider 90 days to update the City in the event of a change of information.

Finally, the ordinance requires the City Commission to hear appeals and release a written decision of staff determinations under Chapter 13 of the Code within 45 days, consistent with the new statute.

Please place Ordinance 2019-37 on the regular City Commission agenda for second reading on September 23, 2019.

Agenda title: Ordinance 2019-37 amends chapter 13 of the city code to conform to statutory changes to the telecommunications permitting process.

Thank you.

/s/ John M. Cary
John M. Cary
Assistant City Attorney

Attachment

xc: Tim Burchfield, Assistant City Manager
Isabelle C. Lopez, City Attorney
Darlene Galambos, City Clerk

ORDINANCE NO. 2019-37

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING SECTION 13-3 OF THE CODE OF THE CITY OF ST. AUGUSTINE; AMENDING DEFINITIONS; AMENDING SECTION 13-4 OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING REGISTRATION REQUIREMENTS FOR COMMUNICATIONS SERVICES PROVIDERS; AMENDING SECTION 13-8 OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING A TIME LIMIT FOR DECISIONS ON APPEAL; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, local governments may grant the use by permit of a right-of-way in accordance with such reasonable rules or regulations as the city may adopt; and

WHEREAS, local governments having jurisdiction and control of public roads are authorized to prescribe and enforce reasonable rules or regulations with reference to the placing and maintaining across, on, or within the right-of-way limits of any road any electric transmission, voice, telegraph, data, or other communications services lines or wireless facilities; pole lines; poles or other structures defined as a "utility" pursuant to chapter 337, Florida Statutes as may be amended; and

WHEREAS, the city adopted nondiscriminatory, competitively neutral reasonable rules and regulations for placement and maintenance of communications facilities within the public right-of-way by the passage of ordinance 2015-31; and

WHEREAS, the city has adopted reasonable rules or regulations as well as objective design standards, spacing and location requirements as contained in the City of St. Augustine Code of Ordinances Sections 22-8; 22-16 as well as Land Development Regulations contained in Sections 28-400 through 28-411 known as the City of St. Augustine "Wireless Telecommunications Facilities Siting Ordinance" and all other applicable sections of Chapter 28; and

WHEREAS, the Florida Legislature has adopted, and on June 25, 2019, the governor signed into law, effective July 1, 2019, Laws of Florida Chapter 2019-131, mostly codified at Florida Statute §337.401, which places certain limitations on local government authority to regulate small or micro wireless communications facilities within the public right-of-way; and

WHEREAS, passage of Laws of Florida Chapter 2019-131 necessitates that the City amend Chapter 13 known as its "Communications Rights-of-Way Ordinance" to comply with Florida Statute; and

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

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

Section 1. Amendment to Chapter 13, Section 13-3. Chapter 13, Section 13-3 of the Code of the City of St. Augustine is hereby amended, as follows:

Sec. 13-3. - Definitions.

For purposes of this article, the following terms, phrases, words and their derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory, and "may" is permissive. Words not otherwise defined shall be construed to mean the common and ordinary meaning.

(...)

Applicable codes means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization, the Florida Building Code, the Florida Fire Prevention Code and local amendments to those codes enacted solely to address building, accessibility and fire code standards and threats of destruction of property or injury to persons, and includes the National Electric Safety Code and the 2017 edition of the Florida Department of Transportation Utility Accommodation Manual. ~~or local codes or ordinances adopted to implement this subsection. The term includes objective design standards adopted by ordinance that may require a new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color or that may require reasonable spacing requirements concerning the location of ground-mounted equipment. The term includes objective design standards adopted by ordinance that may require a small wireless facility to meet reasonable location context, color, stealth, and concealment requirements.~~ The term

includes, but is not limited to, those standards and requirements outlined in this article and in city code chapter 6 archaeological preservation, sections 22-8, 22-16 for streets, sidewalks, parks and miscellaneous public places and the wireless telecommunications facilities siting ordinance for the City of St. Augustine as codified at sections 28-400 through 28-411 as may be amended and all applicable provisions of chapter 28 land development regulations as may be amended.

(...)

Wireless infrastructure provider means a person who has been certificated under chapter 364 of the Florida Statutes to provide telecommunications service in the state or under chapter 610 of the Florida Statutes to provide cable or video services in this state, or that person's affiliate, and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider.

(...)

Wireless support structure means a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole, pedestal, or other support structure for ground-based equipment not mounted on a utility pole and less than 5 feet in height. The term is inclusive of the "Wireless telecommunications facilities or telecommunications site" as defined in section 28-401.

Section 2. Amendment to Chapter 13, Section 13-4. Chapter 13, Section 13-4 of the Code of the City of St. Augustine is hereby amended, as follows:

Sec. 13-4. - Registration for placing or maintaining communications facilities in public rights-of-way.

(...)

- (j) Registrant shall renew its registration with the city, annually, every five (5) years by the anniversary of the date of initial registration. Each renewal shall include an inventory of the communications facilities, poles, towers, underground lines and equipment cabinets registrant installed in public rights-of-way in the city during the last term of the registration and an inventory of the wireless communications facilities, poles, towers and equipment cabinets registrant abandoned in the public rights-of-way in the city during the last term of the registration. Within thirty (30) ninety (90) days of any change in the information required to be submitted pursuant to subsection (c) hereof, a registrant shall provide updated information to the city. Failure to renew a registration may result in the city restricting the issuance of additional permits until the lapsed registrant has complied with the registration requirements of this article.

(...)

Section 3. Amendment to Chapter 13, Section 13-8. Chapter 13, Section 13-8 of the Code of the City of St. Augustine is hereby amended, as follows:

Sec. 13-8. - Appeals.

(a) All appeals from an interpretation or determination by the city manager, or his or her designee, with regard to any aspect of registration under this article shall be made to the city commission within fifteen (15) calendar days after the date of service of written notice of such interpretation or determination. Such notice of appeal shall set forth concisely the action or decision appealed from and the reasons or grounds for the appeal. The city commission shall hear the appeal and issue a written decision within 45 days of receipt of the notice of appeal.

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

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

Section 5. Severance of Invalid Provisions. In the event that any section, subsection, sentence, clause, phrase, word, term or provision of this Ordinance shall be held by a court of competent jurisdiction to be partially or wholly invalid, unconstitutional or unenforceable or involved for any reason whatsoever, any such invalidity, unconstitutionality, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this Ordinance, and this Ordinance shall be read and/or applied as if the invalid, unconstitutional, illegal, or unenforceable section, subsection, sentence, clause, phrase, word, term or provision did not exist.

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

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2019.

ATTEST:

Tracy W. Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

ITEM 9.A.1.

Ordinance 2019-23

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: September 17, 2019

RE: **ORDINANCE 2019-23: POWERS OF THE CITY**

Please find attached Ordinance 2019-23. Consistent with the City Commission's direction to our office regarding the amendments to the City Charter, we are presenting an ordinance to add state and federal limitations where appropriate, remove reference to municipal courts, use more general language regarding zoning regulations and land ownership for public purposes, and to provide for regulation of transit.

Please note that this ordinance contains gender neutral language proposed in ordinance 2019-15. This ordinance assumes the passage of 2019-15 and therefore incorporates this language accordingly.

Please place Ordinance 2019-23 on the regular City Commission agenda for first reading on September 23, 2019.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

xc: Tim Burchfield, Assistant City Manager
Darlene Galambos, City Clerk

Agenda Title:

Charter update to Article III, Sections 3.02, 3.04, and 3.05 updating reference to state and federal regulations, removing reference to municipal courts, and conforming language to current usage.

ORDINANCE NO. 2019-23

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING ARTICLE III OF THE CHARTER OF THE CITY OF ST. AUGUSTINE; AMENDING SECTION 3.02, TO PROVIDE FOR STATE OR FEDERAL PREEMPTION AND PROVIDE FOR PROPERTY OWNERSHIP FOR A PUBLIC PURPOSE AND ZONING REGULATIONS; AMENDING SECTIONS 3.04 AND 3.05 TO REMOVE OUTDATED LANGUAGE AND TO PROVIDE FOR REGULATION OF TRANSIT; PROVIDING FOR INCLUSION IN THE CHARTER OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City's Charter has not been thoroughly revised since 1925, and the City Commission determined at its April 3, 2019 public workshop that a revision of its Charter was overdue; and

WHEREAS, public comment was taken, and after presentation by staff and Commission deliberation, the City Commission directed the City Attorney to draft a revision of the Charter to amend sections identified as not consistent with state law or current city policy and;

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

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

Section 1. Amendment to Part I, Article III, Section 3.02. Part I, Article III, Section 3.02 is hereby amended, as follows:

Sec. 3.02. - General powers.

The City of St. Augustine, Florida, by and through its city commission, shall have and is hereby granted the right, power and privilege:

(...)

- (f) *Aircraft regulations.* To license and regulate all and every manner and kind of air vessels operated over the city; and to stipulate the height at, and the manner in which said air vessels may be operated above the area included in the city limits, and to license and register the pilots thereof; to establish and maintain and equip municipal

airports, and to regulate the use thereof and to prescribe and collect fees or tolls for the use thereof, unless otherwise preempted to the state or federal government.

- (g) *Plats, fills, conveyances.* To develop by filling, platting, bulkheading, reclaiming, dredging, subdividing or otherwise improving as may be prescribed by the city commission for the health, comfort, convenience and amusement of the inhabitants of said city, all lands acquired by the said city, by purchase or otherwise, and lying and being within or outside the corporate limits of said city as hereinbefore set forth; such development may be carried on under contract with persons, firms or corporations or otherwise as the city commission may deem wise; and in the furtherance of such development of all land acquired by said city, by purchase or otherwise, the said city commission shall have the right and power to make, execute and deliver good and sufficient deeds of conveyance under such restrictions as may be prescribed by the city commission to persons, firms or corporations for private purposes, and to receive and accept money or other valuable considerations, the kind and amount to be fixed by said city commission, in payment for the conveyance of such lands; provided, however, that all moneys derived from the sale of such lands, after the costs of such development have been paid, shall be used for a public purpose. in the building of municipal wharves, docks and terminals, yacht basins, piers, parkways, golf links and suitable buildings to be operated in connection therewith, sanitation and for the furtherance of commerce and navigation.

(...)

- (i) *Underground wiring—Buildings; zoning.* The City of St. Augustine, by and through its city commission, be and it is hereby authorized and empowered by its to enact zoning ordinances to define the terms "residence," "place of residence," "business," "place of business," "business, residential," "historical park," "parking," "scenic and boulevard areas and districts"; to limit, regulate, control or prohibit the erection or construction of any pole, object or thing for carrying, holding or maintaining any overhead wires; to limit and regulate the location, or require the placing underground, of all overhead wires within the boundaries of the City of St. Augustine, Florida; to prohibit, regulate and control the construction, erection, maintenance and use of any and all signs, billboards or displays of any nature over and upon the streets of the City of St. Augustine, Florida, and over and upon the property of any individual, person, firm, corporation or association situated within the corporate limits of the City of St. Augustine, Florida; to regulate, control and limit the architectural design, kind of material, height, size and location of buildings and structures hereafter erected; and to regulate and control the use and alteration of present buildings and structures and those to be hereafter erected and constructed; to require the alteration and razing of present buildings or structures or portions thereof which are in conflict with the zoning ordinance or ordinances of the City of St. Augustine, Florida; to regulate, control and determine the area of yards, courts and other open spaces, and to create and establish, regulate and control business, residential, historical, park, parking, scenic, boulevard and other similar areas and districts and combinations thereof, and to prescribe for each such area and district the business, trades and industries that shall be excluded or allowed and regulated therein. Such regulations shall be designed to promote the public health, safety from fire and other damages, preserve and maintain ancient landmarks, buildings, remains, sites and other property of historical or antiquarian interest, of scenic beauty, recreational and scientific utility for the education, pleasure, benefit and general welfare of the inhabitants of the City of St. Augustine, and their property, and shall be made with reasonable consideration, among other things taking into consideration the location of the districts, its peculiar suitability for particular trade or industrial uses, historical, scenic,

recreational, scientific and educational value and the conservation of property and enhancement of property values in such districts and the direction and general supervision of building development in accord with a well-considered and duly adopted plan; the grant of specific powers in relation to the regulation of buildings and the location of business, trades and industries shall not be dependent upon any state law.

- (j) *Traffic.* The City of St. Augustine, Florida, by and through its city commission, be and it is hereby granted full power and authority by ordinance or ordinances to regulate and control all traffic of any nature whatsoever, and prohibit where necessary the use of motor vehicles, over, upon and in its streets, roads, parks, parking areas and boulevards; and to regulate and control the width, height and weight of any kind of any and all motor or other vehicles; to establish terminals for passenger and freight motor lines and when so designated said passenger and freight lines shall take on and discharge their passengers and freight at only such designated terminals, unless otherwise preempted to the state or federal government.
- (k) *Underground wiring.* The City of St. Augustine, Florida, by and through its city commission, be and it is hereby granted the power and authority to regulate, control or prohibit by ordinance the erection or construction of any pole, object or thing for carrying, holding or maintaining any overhead wires, and of the stringing of any wires on any pole, object or thing within the incorporated limits of the City of St. Augustine, Florida, and to compel by legal action all individuals, firms, associations or corporations owning or maintaining overhead wires on poles or other objects or things within the limits of the City of St. Augustine, Florida, to place said wires underground and to raze the poles, objects or things on which they are now strung, unless otherwise preempted to the state or federal government.
- (...)

Section 2. Amendment to Part I, Article III, Section 3.04. Part I, Article III, Section 3.04 is hereby amended, as follows:

Sec. 3.04. - City may operate municipal bus line.

An additional power is hereby granted to the city commission and the City of St. Augustine, Florida, to wit: The City of St. Augustine, Florida shall have the power and authority to buy, purchase and sell, to lease and mortgage, to regulate and to maintain and operate a municipal bus, or bus line, or other mode of transit for the carrying of passengers and freight within the city limits of the City of St. Augustine, Florida.

Section 3. Amendment to Part I, Article III, Section 3.05. Part I, Article III, Section 3.05 is hereby amended, as follows:

Sec. 3.05. - Commission to exercise all powers not delegated; administrative service to be dealt with through city manager.

All powers of the city ~~except such as are vested in the jurisdiction of the municipal court~~ and except as otherwise provided by this charter or by the constitution of the state, are hereby vested in the city commission; and, except as otherwise provided by this charter, or by the constitution of the state, the city commission may, by ordinance or resolution, prescribe the manner in which any power of the city shall be exercised. Neither the commission nor any of its members shall dictate the appointment of any person to office or employment by the city manager or in any manner prevent the city manager from exercising their judgement in selecting administration personnel. The commission and its members shall deal with the administrative service solely through the city manager and

neither the commission nor any member thereof shall give orders to, nor make requests of any of the subordinates of the city manager, either publicly or privately. Provided, however, nothing herein shall be taken or construed as a criminal violation or to prohibit the commission or any member thereof from making requests for information only from any of the subordinates of the city manager or the city's administrative service.

Section 4. Inclusion in Charter. The City Commission intends that the provisions of this ordinance shall become and shall be made part of the Charter of the City of St. Augustine, that repealed language shall be removed and that the sections of this ordinance may be re-numbered or re-lettered and that the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

Section 5. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. Severance of Invalid Provisions. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 7. Effective Date. This ordinance shall become effective ten (10) days after passage, pursuant to § 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2019.

Tracy W. Upchurch, Mayor-Commissioner

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: September 12, 2019

RE: **ORDINANCE 2019-38: HEMP**

Please find attached Ordinance 2019-38, which creates a new section in the zoning code to provide regulations for the cultivation, distribution, and retail sale of hemp and hemp extract. This ordinance is to comply locally with the new state hemp program, which legalizes and regulates the sale of certain hemp products.

The bill that created the state hemp program provided a definition of allowable hemp, which must contain a concentration of THC that is less than 0.3%. The ordinance adopts the state definitions for hemp and hemp extract. The ordinance also makes it a violation of the code to:

- Cultivate hemp without a license issued by the state;
- Distribute or sell hemp extract at anywhere other than a fixed-location retail business in a zoning category that allows retail sales as a permissible use; and
- Distribute or sell hemp extract without meeting the requirements of the state hemp program.

While the state statute provides potential enforcement mechanisms for the state, this ordinance makes a violation of the ordinance a violation of the city code enforceable by a code enforcement action with respect to a potential zoning violation.

Please place Ordinance 2019-38 on the regular City Commission agenda for first reading on September 23, 2019. The Planning and Zoning Board will review the ordinance at the October 1, 2019, meeting.

Agenda title: Ordinance 2019-38 creates section 28-355, providing regulations for the cultivation, distribution, and retail sale of hemp and hemp extract.

Thank you.

/s/ John M. Cary
John M. Cary
Assistant City Attorney

Attachment

xc: Tim Burchfield, Assistant City Manager
Isabelle C. Lopez, City Attorney
Darlene Galambos, City Clerk

ORDINANCE NO. 2019-38

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, CREATING SECTION 28-355 OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING REGULATIONS FOR THE CULTIVATION, DISTRIBUTION, AND RETAIL SALE OF HEMP PRODUCTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of St. Augustine recognizes that the state of Florida, through Laws of Florida, Chapter Number 2019-132, codified in section 581.217, of the Florida Statutes, has created the "state hemp program" to regulate the cultivation of hemp in the state; and

WHEREAS, the state hemp program requires a municipal officer to enforce or assist in enforcing the state hemp program and any rules subsequently adopted by a state agency; and

WHEREAS, enforcement of the state hemp program is only practical to the extent that the product is sold at fixed retail locations; and

WHEREAS, the Planning and Zoning Board has reviewed and approved this ordinance at the October 1, 2019, meeting.

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

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

Section 1. Creation of Chapter 28, Section 28-355. Chapter 28, Section 355 of the Code of the City of St. Augustine is hereby created, as follows:

Sec. 28-355. – Hemp cultivation and retail sale.

(a) "Hemp" and "Hemp extract" are defined by the state of Florida, subsection 581.217(3), of the Florida Statutes.

- (b) It is unlawful for a person to cultivate hemp without a license issued by the state of Florida, as required by section 581.217, of the Florida Statutes.
- (c) Hemp extract may only be distributed and sold within the city at a retail business at a fixed physical location in a zoning category that allows retail sales as a permissible use and that has a business license issued by the city. The retail business must meet all of the requirements of subsection 581.217(7), of the Florida Statutes.
- (d) Violation the any provision of this section shall be punishable by code enforcement pursuant to chapter 2, article VI of the Code.

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

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

Section 4. Severance of Invalid Provisions. In the event that any section, subsection, sentence, clause, phrase, word, term or provision of this Ordinance shall be held by a court of competent jurisdiction to be partially or wholly invalid, unconstitutional or unenforceable or involved for any reason whatsoever, any such invalidity, unconstitutionality, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this Ordinance, and this Ordinance shall be read and/or applied as if the invalid, unconstitutional, illegal, or unenforceable section, subsection, sentence, clause, phrase, word, term or provision did not exist.

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

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2019.

ATTEST:

Tracy W. Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

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

DATE: September 23, 2019

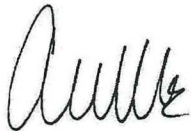
RE: **Charlotte Street and compliance with Section 872.05, *Florida Statutes***

Starting in 2016, the City of St. Augustine Archaeology Program has been conducting archaeological investigations in support of the Charlotte Street Utility Improvement Project. During this archaeological work, numerous burials were encountered that are associated with the first parish church in St. Augustine, Nuestra Señora de los Remedios (ca. 1574 to 1702). Section 872.05, *Florida Statutes* is the section of law concerning unmarked burials and stipulates it is a third-degree felony if a person willfully and knowingly disturbs unmarked burials. Equally important, the law outlines the protocols for the discovery of human burials, especially in an archaeological context such as Los Remedios. As part of the City Archaeologist's duties, both former City Archaeologist Carl Halbirt and myself have assisted the City's observance of this law and ensured the respectful treatment of the deceased. Since 2017, there have been established protocols created in full coordination with the State Archaeologist, the designated descendant representatives—the Cathedral Basilica of St. Augustine, and other esteemed community members and scholars. Below is a synopsis of events related to the project and coordination efforts made with the State Archaeologist to ensure City compliance with Section 872.05, *Florida Statutes*.

- In early 2017, the City Archaeology Program began to investigate the areas of proposed impacts associated with the Charlotte Street Utility Improvement Project and uncovered burials associated with Los Remedios both within Charlotte Street and underneath 1 King Street. Pursuant to Section 872.05, *Florida Statutes*, the State Archaeologist was notified of the discovery of human remains. In accordance with Section 872.05(6)(c), *Florida Statutes*, a committee was formed that outlined the protocols to determine the respectful disposition of the remains.
- In February 2018, construction work commenced on the Charlotte Street Utility Improvement Project. In May 2018, I notified State Archaeologist, Dr. Mary Glowacki, via phone call that work within the area of the Los Remedios church/cemetery footprint was about to occur and a professional archaeologist would monitor construction work. We reviewed the protocols regarding the discovery of human remains should they be encountered.
- On May 31, 2018, construction work uncovered additional burials as a result of a slight shift in the construction footprint. These remains were located in an area not archaeologically tested in 2017 or disturbed by previous utility trenches and would be impacted if construction were to proceed. All work ceased and the State Archaeologist was notified.
- On June 20, 2018, a conference call was held, reconvening the 2017 committee, which included representatives from the Florida Bureau of Archaeological Research/State Archaeologist, the Cathedral Basilica of St. Augustine, and the City of St. Augustine. The committee outlined protocols for exhuming the remains that would be impacted by proposed construction and ways to minimize disruption to those interred.

- During the summer of 2018, the City of St. Augustine Archaeology Program investigated the footprint of the waterline installation trench and exhumed burials which would be impacted by proposed construction. Work followed the protocols outlined by the committee and was completed at the end of September.
- Another committee conference call was held on October 3, 2018, to discuss the remaining construction work and ways to prevent uncovering additional burials, including minimizing impacts by avoiding excavation deeper than 24 inches.
- During late fall of 2019, the City's Public Works Department placed temporary asphalt over the street to reopen the road for the holiday season, effectively suspending any construction for 9 months.
- In mid-August 2019, construction work resumed on Charlotte Street picking up where work ceased in June 2018. Between August 12 and 13, 2019, the new water line was successfully installed within the footprint previously investigated by the City's Archaeology Program without any impacts to burials.
- Sunday, August 26, 2019, construction work resumed. This work included connecting the old and new waterlines, conducted overnight to minimize disruption of water service.
- Tuesday morning, when work resumed with archaeological monitors present, additional burials were observed, and work ceased.
- In accordance with Section 872.05, *Florida Statutes*, I informed the State Archaeologist, Dr. Mary Glowacki, about the new discovery via email on August 28, 2019, summarizing the level of ground disturbance monitored by professional archaeologists, noting it was unknown what, if any, impacts may have occurred in unmonitored areas, and asked for guidance regarding the next steps. Dr. Kathryn Miyar, who has been designated by the State Archaeologist to oversee Ch. 872 cases, planned to visit the site. However, Hurricane Dorian prevented the visit. In order to protect the remains and ensure public safety, the utility trench containing exposed burials was backfilled prior to the storm.
- The burials continue to be protected and all work has ceased. No work will recommence until there is a plan in place to ensure the respectful disposition of the remains.
- A conference call with the designated committee including representatives of the City, State Archaeologist, and the Cathedral Basilica of St. Augustine is being organized for the week starting September 16, 2019, with the goal of outlining a work plan to ensure the respectful disposition of Los Remedios burials. I hope to be able to share the outcome of the call at the September 26 Commission Meeting.

The timeline above should demonstrate the actions taken to comply with state law. If you have any questions or need additional information, please let me know.



Andrea White, Ph.D.
City Archaeologist
Planning and Building Department

ITEM 9.B.1.

Resolution 2019-31

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: August 30, 2019

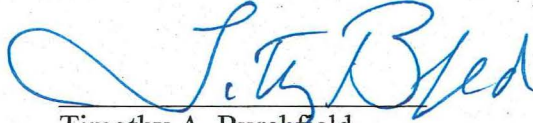
RE: Florida Department of Transportation
Easements for King Street Storm Drainage Project

The City was recently approached by the Florida Department of Transportation (FDOT) concerning a storm drainage project along King Street, from Iberia Street to the Bayfront. The project entails the installation of a new storm drainpipe to improve storm runoff along the King Street corridor. The project is tentatively scheduled to let for construction in September 2022 and will take approximately 30 months to complete, however this timeframe is subject to change.

To complete the project, it will be necessary for the City to grant both temporary and perpetual easements. Below is a listing of the easements and one temporary license agreement which are necessary for the FDOT to complete the project. The timeframe on the temporary easements and license agreement are 96 months from the time of approval by the City Commission.

TYPE OF EASEMENT	LOCATION
Temporary	700L – Charlotte Street North of King Street 700M – SE Corner of Ponce Statue Slip Lane
Temporary	702 – South End of Ponce Statue Park
Temporary	703A – Portion of Bridge of Lions South Park 703B – Portion of Bridge of Lions South Park Portion of Municipal Marina North Lawn 703C – Portion of Bridge of Lions South Park
Temporary License Agreement	903.1 – South of Police Station Sidewalk Along King Street
Perpetual	800A – Iberia Street North of King Street 800B – Iberia Street South of King Street 800C – Markland Place North of King Street 800D – MLK South of King Street 800E – Sevilla Street North of King Street 800F – Granada Street South of King Street 800G – Cordova Street South of King Street 800H – Cordova Street North of King Street 800I – St. George Street South of King Street 800J – St. George Street North of King Street 800K – Aviles Street South of King Street 800L – Charlotte Street South of King Street
Perpetual	803 – South Bridge of Lions Arbor Area Portions of Municipal Marina North Lawn

By way of this memorandum, please place this issue on the September 9, 2019 City Commission agenda for the Commission's consideration. Should you have any questions, please call me.



Timothy A. Burchfield
Assistant City Manager

cc: Meredith Breidenstein, Director, Budget & Performance Management
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Mike Cullum, Director, Utilities & Public Works



Florida Department of Transportation

RON DESANTIS
GOVERNOR

Office of Right of Way
1109 South Marion Avenue
Lake City, FL 32025

KEVIN J. THIBAUT, P.E.
SECRETARY

Donation of Property to the Florida Department of Transportation

City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085

ITEM/SEGMENT NO.:	<u>4308971</u>
MANAGING DISTRICT:	<u>2</u>
F.A.P. NO.:	<u>N/A</u>
STATE ROAD NO.:	<u>5A (King Street)</u>
COUNTY:	<u>St. Johns</u>
PARCEL NO.:	<u>700/702/703</u>
INTEREST CONVEYED:	<u>Temporary Easement</u>

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

APPROVED AS TO FORM,
LEGAL SUFFICIENCY AND
EXECUTION

Isabelle C. Lopez, City Attorney

Owner's Signature

Type or Print Property Owner's Name

Street Address

City, State, Zip Code

Date

TE.14-Date: July 15, 2019

This instrument prepared by
or under the direction of:

Print Name:_____

PARCEL NO. 700.1
SECTION NO. 78010
F.P. NO. 4308971
STATE ROAD NO. 5A (King Street)
COUNTY OF St. Johns

RESOLUTION

2019-31

ON MOTION of Commissioner_____,
seconded by Commissioner_____, the
following Resolution was adopted; and

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 5A (King Street), Section No. 78010, F.P. No. 4308971, in St. Johns County, Florida; and

WHEREAS, it is necessary that certain lands now owned by The City of St. Augustine, Florida, be used temporarily by the State of Florida Department of Transportation; and

WHEREAS, said use is in the best interest of the City; and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a temporary construction easement, or easements, in favor of the State of Florida Department of Transportation, for the purpose of roadway work and tying in, conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described below in St. Johns County, Florida, with the construction undertaken by the Department on adjacent State Road No. 5A (King Street), as part of the above-referenced financial project (collectively the "Reconnection Work"), together with related incidental purposes necessary to complete the

Reconnection Work, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of City of St. Augustine, Florida, that the application of the State of Florida Department of Transportation for a temporary easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a temporary easement, or easements, in favor of the State of Florida Department of Transportation, in St. Johns County, Florida, should be drawn and executed by this Board of City Commissioners. Consideration shall be \$ -0-.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Lake City, Florida.

STATE OF FLORIDA
CITY OF ST. AUGUSTINE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners, City of St. Augustine, Florida, at a meeting held on the _____ day of _____, 2019.

Print Name: _____
Clerk, Board of City Commissioners
City of St. Augustine, Florida

08-TE.13-Date: July 15, 2019

T. S. No. N/A
R/W Map Sheet No. 7
Tax Parcel No. N/A

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 700.1
SECTION NO. 78010
F.P. NO. 4308971
STATE ROAD NO. 5A (King Street)
COUNTY OF St. Johns

TEMPORARY EASEMENT

THIS EASEMENT made this ____ day of _____, 2019, by the CITY OF ST. AUGUSTINE, FLORIDA, a municipality of the State of Florida, Post Office Box 210 (75 King Street), St. Augustine, Florida 32085-0210, grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary construction easement for the purpose of roadway work and tying in, conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described below in St. Johns County, Florida, with the construction undertaken by the Department on adjacent State Road No. 5A (King Street), as part of the above-referenced financial project (collectively the "Reconnection Work"), together with related incidental purposes necessary to complete the Reconnection Work.

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

THIS EASEMENT shall be for a period of ninety-six (96) months commencing on the date the State of Florida Department of Transportation becomes the owner of this easement.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST: _____
Darlene Galambos
City Clerk

The City of St. Augustine

Signed, sealed and delivered in
the presence of:

Witness:
Print Name: _____

By: _____
Tracy Upchurch
Mayor

Witness:
Print Name: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by Tracy Upchurch, Mayor, ☐ who is personally known to me or ☐ who has produced _____ as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

APPROVED AS TO FORM,
LEGAL SUFFICIENCY AND
EXECUTION

Isabelle C. Lopez, City Attorney

Exhibit "A"

Section No. 78010
F.P. No. 4308971

State Road No. 5A (King Street)

St. Johns County

Parcel No. 700

Temporary Construction Easement

Part "L"

A Part Of Charlotte Street (A Variable Width Right Of Way Per Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court), Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Mag Nail And Disk With No Identification, Marking The Northwest Corner Of An Unnamed Block Per Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court, Being The Intersection Of The Southerly Existing Right Of Way Line Of Cathedral Place, Also Known As Cathedral Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine) With The Easterly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine); Thence South 06°47'48" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 138.16 Feet To The Northerly Existing Right Of Way Line Of State Road No. 5A (King Street) (A Variable Width Right Of Way Per Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence Continue South 06°47'48" West, A Distance Of 17.73 Feet To The Baseline Of Survey Of Said State Road No. 5A; Thence North 06°47'48" West, A Distance Of 17.73 Feet To The Intersection Of Said Northerly Existing Right Of Way Line Of State Road No. 5A With The Easterly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way, Per Said Official Map Of The City Of St. Augustine District No. 5), And To The **Point Of Beginning**; Thence South 87°59'35" West, Along Said Northerly Existing Right Of Way Line Of State Road No. 5A, A Distance Of 25.10 Feet; Thence South 87°20'41" West, Continuing Along Said Northerly Existing Right Of Way Line, A Distance Of 1.89 Feet To The Westerly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way, Per Said Official Map Of The City Of St. Augustine District No. 5); Thence North 07°08'50" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 20.10 Feet; Thence North 87°59'35" East, A Distance Of 27.11 Feet To Said Easterly Existing Right Of Way Line Of Charlotte Street; Thence South 06°47'48" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 20.07 Feet To The **Point Of Beginning**.

Containing 541 Square Feet, More Or Less.

ALSO:

Part "M"

A Part Of Avenida Menendez, Also Known As Bay Street (A Variable Width Right Of Way Per Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court), Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Being More Particularly Described As Follows:

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Containing 187 Square Feet, More Or Less.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: August 30, 2019

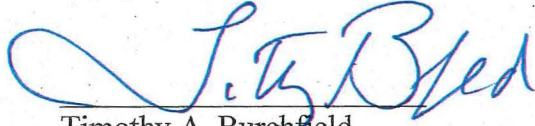
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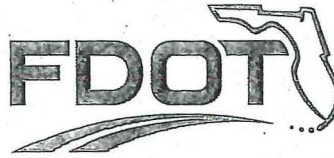
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Temporary License Agreement	903.1 – South of Police Station Sidewalk Along King Street
Perpetual	800A – Iberia Street North of King Street 800B – Iberia Street South of King Street 800C – Markland Place North of King Street 800D – MLK South of King Street 800E – Sevilla Street North of King Street 800F – Granada Street South of King Street 800G – Cordova Street South of King Street 800H – Cordova Street North of King Street 800I – St. George Street South of King Street 800J – St. George Street North of King Street 800K – Aviles Street South of King Street 800L – Charlotte Street South of King Street
Perpetual	803 – South Bridge of Lions Arbor Area Portions of Municipal Marina North Lawn

By way of this memorandum, please place this issue on the September 9, 2019 City Commission agenda for the Commission's consideration. Should you have any questions, please call me.



Timothy A. Burchfield
Assistant City Manager

cc: Meredith Breidenstein, Director, Budget & Performance Management
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Mike Cullum, Director, Utilities & Public Works



Florida Department of Transportation

RON DESANTIS
GOVERNOR

Office of Right of Way
1109 South Marion Avenue
Lake City, FL 32025

KEVIN J. THIBAUT, P.E.
SECRETARY

Donation of Property to the Florida Department of Transportation

City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085

ITEM/SEGMENT NO.:	<u>4308971</u>
MANAGING DISTRICT:	<u>2</u>
F.A.P. NO.:	<u>N/A</u>
STATE ROAD NO.:	<u>5A (King Street)</u>
COUNTY:	<u>St. Johns</u>
PARCEL NO.:	<u>700/702/703</u>
INTEREST CONVEYED:	<u>Temporary Easement</u>

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

APPROVED AS TO FORM,
LEGAL SUFFICIENCY AND
EXECUTION

Isabelle C. Lopez, City Attorney

Owner's Signature

Type or Print Property Owner's Name

Street Address

City, State, Zip Code

Date

TE.14-Date: July 15, 2019

This instrument prepared by
or under the direction of:

Print Name:_____

PARCEL NO. 702.1
SECTION NO. 78010
F.P. NO. 4308971
STATE ROAD NO. 5A (King Street)
COUNTY OF St. Johns

RESOLUTION

ON MOTION of Commissioner 2019-32_____,
seconded by Commissioner_____, the
following Resolution was adopted; and

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 5A (King Street), Section No. 78010, F.P. No. 4308971, in St. Johns County, Florida; and

WHEREAS, it is necessary that certain lands now owned by The City of St. Augustine, Florida, be used temporarily by the State of Florida Department of Transportation; and

WHEREAS, said use is in the best interest of the City; and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a temporary construction easement, or easements, in favor of the State of Florida Department of Transportation, for the purpose of roadway work and tying in, conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described below in St. Johns County, Florida, with the construction undertaken by the Department on adjacent State Road No. 5A (King Street), as part of the above-referenced financial project (collectively the "Reconnection Work"), together with related incidental purposes necessary to complete the Reconnection Work, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of City of St. Augustine, Florida, that the application of the State of Florida Department of Transportation for a temporary easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a temporary easement, or easements, in favor of the State of Florida Department of Transportation, in St. Johns County, Florida, should be drawn and executed by this Board of City Commissioners. Consideration shall be \$ -0-.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Lake City, Florida.

STATE OF FLORIDA
CITY OF ST. AUGUSTINE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners, City of St. Augustine, Florida, at a meeting held on the _____ day of _____, 2019.

Print Name: _____
Clerk, Board of City Commissioners
City of St. Augustine, Florida

08-TE.13-Date: July 15, 2019

T. S. No. 26267-17
R/W Map Sheet No. 7
Tax Parcel No. 196200-0000 & 0010

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 702.1
SECTION NO. 78010
F.P. NO. 4308971
STATE ROAD NO. 5A (King Street)
COUNTY OF St. Johns

TEMPORARY EASEMENT

THIS EASEMENT made this ____ day of _____, 2019, by the CITY OF ST. AUGUSTINE, FLORIDA, a municipality of the State of Florida, Post Office Box 210 (75 King Street), St. Augustine, Florida 32085-0210, grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary construction easement for the purpose of roadway work and tying in, conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described below in St. Johns County, Florida, with the construction undertaken by the Department on adjacent State Road No. 5A (King Street), as part of the above-referenced financial project (collectively the "Reconnection Work"), together with related incidental purposes necessary to complete the Reconnection Work.

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

THIS EASEMENT shall be for a period of ninety-six (96) months commencing on the date the State of Florida Department of Transportation becomes the owner of this easement.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST: _____
Darlene Galambos
City Clerk

The City of St. Augustine

Signed, sealed and delivered in
the presence of:

Witness: _____
Print Name: _____

By: _____
Tracy Upchurch
Mayor

Witness: _____
Print Name: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by Tracy Upchurch, Mayor, ☐ who is personally known to me or ☐ who has produced _____ as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

APPROVED AS TO FORM,
LEGAL SUFFICIENCY AND
EXECUTION

C. Lopez, City Attorney

Exhibit "A"

Section No. 78010
F.P. No. 4308971

State Road No. 5A (King Street)

St. Johns County

Parcel No. 702

Temporary Construction Easement

A Part Of An Unnamed Block Per Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court, Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Mag Nail And Disk With No Identification, Marking The Northwest Corner Of An Unnamed Block Per Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court, Being The Intersection Of The Southerly Existing Right Of Way Line Of Cathedral Place, Also Known As Cathedral Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine) With The Easterly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine); Thence South 06°47'48" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 138.16 Feet To The Northerly Existing Right Of Way Line Of State Road No. 5A (King Street) (A Variable Width Right Of Way Per Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence Continue South 06°47'48" East, A Distance Of 17.73 Feet To The Baseline Of Survey Of Said State Road No. 5A; Thence North 06°47'48" West, A Distance Of 17.73 Feet To The Intersection Of Said Northerly Existing Right Of Way Line Of State Road No. 5A With The Easterly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way, Per Said Official Map Of The City Of St. Augustine District No. 5), And To The **Point Of Beginning**; Thence Continue North 06°47'48" West, Along Said Easterly Existing Right Of Way Line Of Charlotte Street, A Distance Of 20.07 Feet; Thence North 87°59'35" East, A Distance Of 92.21 Feet To The East Line Of An Unnamed Block Per Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court; Thence South 04°16'27" East, Along Said East Line, A Distance Of 19.11 Feet To Said Northerly Existing Right Of Way Line Of State Road No. 5A; Thence South 86°56'20" West, Along Said Northerly Existing Right Of Way Line, A Distance Of 49.43 Feet; Thence South 87°59'35" West, Continuing Along Said Northerly Existing Right Of Way Line, A Distance Of 41.87 Feet To The **Point Of Beginning**.

Containing 1,813 Square Feet, More Or Less.

ITEM 9.B.3.
Resolution 2019-33

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: August 30, 2019

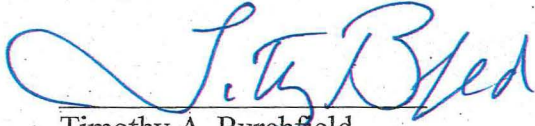
RE: Florida Department of Transportation
Easements for King Street Storm Drainage Project

The City was recently approached by the Florida Department of Transportation (FDOT) concerning a storm drainage project along King Street, from Riberia Street to the Bayfront. The project entails the installation of a new storm drainpipe to improve storm runoff along the King Street corridor. The project is tentatively scheduled to let for construction in September 2022 and will take approximately 30 months to complete, however this timeframe is subject to change.

To complete the project, it will be necessary for the City to grant both temporary and perpetual easements. Below is a listing of the easements and one temporary license agreement which are necessary for the FDOT to complete the project. The timeframe on the temporary easements and license agreement are 96 months from the time of approval by the City Commission.

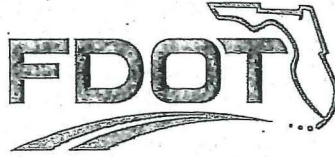
TYPE OF EASEMENT	LOCATION
Temporary	700L – Charlotte Street North of King Street 700M – SE Corner of Ponce Statue Slip Lane
Temporary	702 – South End of Ponce Statue Park
Temporary	703A – Portion of Bridge of Lions South Park 703B – Portion of Bridge of Lions South Park Portion of Municipal Marina North Lawn 703C – Portion of Bridge of Lions South Park
Temporary License Agreement	903.1 – South of Police Station Sidewalk Along King Street
Perpetual	800A – Riberia Street North of King Street 800B – Riberia Street South of King Street 800C – Markland Place North of King Street 800D – MLK South of King Street 800E – Sevilla Street North of King Street 800F – Granada Street South of King Street 800G – Cordova Street South of King Street 800H – Cordova Street North of King Street 800I – St. George Street South of King Street 800J – St. George Street North of King Street 800K – Aviles Street South of King Street 800L – Charlotte Street South of King Street
Perpetual	803 – South Bridge of Lions Arbor Area Portions of Municipal Marina North Lawn

By way of this memorandum, please place this issue on the September 9, 2019 City Commission agenda for the Commission's consideration. Should you have any questions, please call me.



Timothy A. Burchfield
Assistant City Manager

cc: Meredith Breidenstein, Director, Budget & Performance Management
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Mike Cullum, Director, Utilities & Public Works



Florida Department of Transportation

RON DESANTIS
GOVERNOR

Office of Right of Way
1109 South Marion Avenue
Lake City, FL 32025

KEVIN J. THIBAUT, P.E.
SECRETARY

Donation of Property to the Florida Department of Transportation

City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085

ITEM/SEGMENT NO.:	<u>4308971</u>
MANAGING DISTRICT:	<u>2</u>
F.A.P. NO.:	<u>N/A</u>
STATE ROAD NO.:	<u>5A (King Street)</u>
COUNTY:	<u>St. Johns</u>
PARCEL NO.:	<u>700/702/703</u>
INTEREST CONVEYED:	<u>Temporary Easement</u>

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

APPROVED AS TO FORM,
LEGAL SUFFICIENCY AND
EXECUTION

Isabelle C. Lopez, City Attorney

Owner's Signature

Type or Print Property Owner's Name

Street Address

City, State, Zip Code

Date

TE.14-Date: July 15, 2019

This instrument prepared by
or under the direction of:

Print Name:_____

PARCEL NO. 703.1
SECTION NO. 78010
F.P. NO. 4308971
STATE ROAD NO. 5A (King Street)
COUNTY OF St. Johns

RESOLUTION

ON MOTION of Commissioner 2019-33,
seconded by Commissioner _____, the
following Resolution was adopted; and

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 5A (King Street), Section No. 78010, F.P. No. 4308971, in St. Johns County, Florida; and

WHEREAS, it is necessary that certain lands now owned by The City of St. Augustine, Florida, be used temporarily by the State of Florida Department of Transportation; and

WHEREAS, said use is in the best interest of the City; and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a temporary construction easement, or easements, in favor of the State of Florida Department of Transportation, for the purpose of constructing a laydown area, pergola work, and tying in, conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described below in St. Johns County, Florida, with the construction undertaken by the Department on adjacent State Road No. 5A (King Street), as part of the above-referenced financial project (collectively the "Reconnection Work"), together with related incidental purposes necessary to complete the Reconnection Work, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of City of St. Augustine, Florida, that the application of the State of Florida Department of Transportation for a temporary easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a temporary easement, or easements, in favor of the State of Florida Department of Transportation, in St. Johns County, Florida, should be drawn and executed by this Board of City Commissioners. Consideration shall be \$ -0-.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Lake City, Florida.

STATE OF FLORIDA
CITY OF ST. AUGUSTINE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners, City of St. Augustine, Florida, at a meeting held on the _____ day of _____, 2019.

Print Name: _____
Clerk, Board of City Commissioners
City of St. Augustine, Florida

08-TE.13-Date: July 15, 2019

T. S. No. 26267-17
R/W Map Sheet No. 7
Tax Parcel No. 196200-0000 & 0010

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO.	703.1
SECTION NO.	78010
F.P. NO.	4308971
STATE ROAD NO.	5A (King Street)
COUNTY OF	St. Johns

TEMPORARY EASEMENT

THIS EASEMENT made this ____ day of _____, 2019, by the CITY OF ST. AUGUSTINE, FLORIDA, a municipality of the State of Florida, Post Office Box 210 (75 King Street), St. Augustine, Florida 32085-0210, grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary construction easement for the purpose of constructing a laydown area, pergola work, and tying in, conforming, harmonizing, and/or reconnecting *existing* grade, slope, pavement, drainage, utility, driveway, walkway, turnout, and/or other features located on or within the real property described below in St. Johns County, Florida, with the construction undertaken by the Department on adjacent State Road No. 5A (King Street), as part of the above-referenced financial project (collectively the "Reconnection Work"), together with related incidental purposes necessary to complete the Reconnection Work.

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

THIS EASEMENT shall be for a period of ninety-six (96) months commencing on the date the State of Florida Department of Transportation becomes the owner of this easement.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST: _____
Darlene Galambos
City Clerk

The City of St. Augustine

Signed, sealed and delivered in
the presence of:

Witness:
Print Name: _____

By: _____
Tracy Upchurch
Mayor

Witness:
Print Name: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by Tracy Upchurch, Mayor, ☐ who is personally known to me or ☐ who has produced _____ as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

APPROVED AS TO FORM,
LEGAL SUFFICIENCY AND
EXECUTION

Exhibit "A"

Section No. 78010
F.P. No. 4308971

State Road No. 5A (King Street)

St. Johns County

Parcel No. 703

Temporary Construction Easement

PART "A"

A Part Of Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Mag Nail And Disk With No Identification, Marking The Northwest Corner Of An Unnamed Block Per Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court, Being The Intersection Of The Southerly Existing Right Of Way Line Of Cathedral Place, Also Known As Cathedral Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine) With The Easterly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine); Thence South 06°47'48" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 138.16 Feet To The Northerly Existing Right Of Way Line Of State Road No. 5A (King Street) (A Variable Width Right Of Way Per Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence Continue South 06°47'48" East, A Distance Of 17.73 Feet To The Baseline Of Survey Of Said State Road No. 5A; Thence North 87°41'52" East, Along Said Baseline Of Survey, A Distance Of 134.24 Feet To The Baseline Of Survey Of Avenida Menendez (A Variable Width Right Of Way Per Said Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence North 01°54'24" West, Along Said Baseline Of Survey Of Said Avenida Menendez, A Distance Of 21.62 Feet; Thence North 87°31'02" East, A Distance Of 70.79 Feet To The Easterly Existing Right Of Way Line Of Said Avenida Menendez, And To The **Point Of Beginning**; Thence North 03°42'29" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 31.39 Feet; Thence North 30°25'22" West, Continuing Along Said Easterly Existing Right Of Way Line, A Distance Of 12.50 Feet; Thence South 57°53'19" East, A Distance Of 39.06 Feet; Thence South 02°28'58" East, A Distance Of 20.07 Feet; Thence South 87°31'02" West, A Distance Of 29.68 Feet To The **Point Of Beginning**.

Containing 840 Square Feet, More Or Less.

ALSO:

PART "B"

A Part Of Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Mag Nail And Disk With No Identification, Marking The Northwest Corner Of An Unnamed Block Per Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court, Being The Intersection Of The Southerly Existing Right Of Way Line Of Cathedral Place, Also Known As Cathedral Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine) With The Easterly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine); Thence South 06°47'48" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 138.16 Feet To The Northerly Existing Right Of Way Line Of State Road No. 5A (King Street) (A Variable Width Right Of Way Per Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence Continue South 06°47'48" East, A Distance Of 17.73 Feet To The Baseline Of Survey Of Said State Road No. 5A; Thence North 87°41'52" East, Along Said Baseline Of Survey, A Distance Of 134.24 Feet To The

Baseline Of Survey Of Avenida Menendez (A Variable Width Right Of Way Per Said Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence South 01°54'24" East, Along Said Baseline Of Survey Of State Road No. 5A, A Distance Of 8.38 Feet; Thence North 87°31'02" East, A Distance Of 57.92 Feet To The Easterly Existing Right Of Way Line Of Said Avenida Menendez, And To The **Point Of Beginning**; Thence Continue North 87°31'02" East, A Distance Of 113.63 Feet; Thence South 50°16'45" East, A Distance Of 30.19 Feet; Thence South 03°00'00" East, A Distance Of 33.02 Feet; Thence North 87°26'31" East, A Distance Of 51.52 Feet; Thence South 02°32'43" East, A Distance Of 36.75 Feet; Thence South 87°00'00" West, A Distance Of 67.94 Feet; Thence North 01°14'23" West, A Distance Of 80.86 Feet; Thence North 58°26'06" West, A Distance Of 11.76 Feet; Thence South 53°08'34" West, A Distance Of 21.59 Feet; Thence South 87°31'02" West, A Distance Of 98.52 Feet To Said Easterly Existing Right Of Way Line Of Avenida Menendez; Thence North 13°31'27" East, Along Said Easterly Existing Right Of Way Line Of Avenida Menendez, A Distance Of 15.99 Feet To The **Point Of Beginning**.

Containing 4,770 Square Feet, More Or Less.

ALSO:

PART "C"

A Part Of Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Mag Nail And Disk With No Identification, Marking The Northwest Corner Of An Unnamed Block Per Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court, Being The Intersection Of The Southerly Existing Right Of Way Line Of Cathedral Place, Also Known As Cathedral Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine) With The Easterly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine); Thence South 06°47'48" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 138.16 Feet To The Northerly Existing Right Of Way Line Of State Road No. 5A (King Street) (A Variable Width Right Of Way Per Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence Continue South 06°47'48" East, A Distance Of 17.73 Feet To The Baseline Of Survey Of Said State Road No. 5A; Thence North 87°41'52" East, Along Said Baseline Of Survey, A Distance Of 134.24 Feet To The Baseline Of Survey Of Avenida Menendez (A Variable Width Right Of Way Per Said Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence North 01°54'24" West, Along Said Baseline Of Survey Of Avenida Menendez, A Distance Of 21.62 Feet; Thence North 87°31'02" East, A Distance Of 70.79 Feet To The Easterly Existing Right Of Way Line Of Said Avenida Menendez; Thence Continue North 87°31'02" East, A Distance Of 76.18 Feet To The **Point Of Beginning**; Thence North 32°16'57" East, A Distance Of 19.70 Feet; Thence South 58°00'18" East, A Distance Of 21.45 Feet; Thence South 32°01'01" West, A Distance Of 4.90 Feet; Thence South 87°31'02" West, A Distance Of 26.13 Feet To The **Point Of Beginning**.

Containing 264 Square Feet, More Or Less.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: August 30, 2019

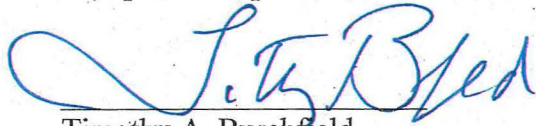
RE: Florida Department of Transportation
Easements for King Street Storm Drainage Project

The City was recently approached by the Florida Department of Transportation (FDOT) concerning a storm drainage project along King Street, from Iberia Street to the Bayfront. The project entails the installation of a new storm drainpipe to improve storm runoff along the King Street corridor. The project is tentatively scheduled to let for construction in September 2022 and will take approximately 30 months to complete, however this timeframe is subject to change.

To complete the project, it will be necessary for the City to grant both temporary and perpetual easements. Below is a listing of the easements and one temporary license agreement which are necessary for the FDOT to complete the project. The timeframe on the temporary easements and license agreement are 96 months from the time of approval by the City Commission.

TYPE OF EASEMENT	LOCATION
Temporary	700L – Charlotte Street North of King Street 700M – SE Corner of Ponce Statue Slip Lane
Temporary	702 – South End of Ponce Statue Park
Temporary	703A – Portion of Bridge of Lions South Park 703B – Portion of Bridge of Lions South Park Portion of Municipal Marina North Lawn 703C – Portion of Bridge of Lions South Park
Temporary License Agreement	903.1 – South of Police Station Sidewalk Along King Street
Perpetual	800A – Iberia Street North of King Street 800B – Iberia Street South of King Street 800C – Markland Place North of King Street 800D – MLK South of King Street 800E – Sevilla Street North of King Street 800F – Granada Street South of King Street 800G – Cordova Street South of King Street 800H – Cordova Street North of King Street 800I – St. George Street South of King Street 800J – St. George Street North of King Street 800K – Aviles Street South of King Street 800L – Charlotte Street South of King Street
Perpetual	803 – South Bridge of Lions Arbor Area Portions of Municipal Marina North Lawn

By way of this memorandum, please place this issue on the September 9, 2019 City Commission agenda for the Commission's consideration. Should you have any questions, please call me.



Timothy A. Burchfield
Assistant City Manager

cc: Meredith Breidenstein, Director, Budget & Performance Management
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Mike Cullum, Director, Utilities & Public Works



Florida Department of Transportation

RON DESANTIS
GOVERNOR

Office of Right of Way
1109 South Marion Avenue
Lake City, FL 32025

KEVIN J. THIBAUT, P.E.
SECRETARY

Donation of Property to the Florida Department of Transportation

City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085

ITEM/SEGMENT NO.:	4308971
MANAGING DISTRICT:	2
F.A.P. NO.:	N/A
STATE ROAD NO.:	5A (King Street)
COUNTY:	St. Johns
PARCEL NO.:	800/803
INTEREST CONVEYED:	Perpetual Easement

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

APPROVED AS TO FORM,
LEGAL SUFFICIENCY AND
EXECUTION


Isabelle C. Lopez, City Attorney

Owner's Signature

Type or Print Property Owner's Name

Street Address

City, State, Zip Code

Date

07-PE.14-Date: July 15, 2019

This instrument prepared by
or under the direction of:

Print Name:_____

PARCEL NO. 800.1
SECTION NO. 78010
F.P. NO. 4308971
STATE ROAD NO. 5A (King Street)
COUNTY OF St. Johns

RESOLUTION

2019-34

ON MOTION of Commissioner _____,
seconded by Commissioner _____, the following
Resolution was adopted; and

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 5A (King Street), Section No. 78010, F.P. No. 4308971 in St. Johns County, Florida; and

WHEREAS, it is necessary that an easement across certain lands now owned by City of St. Augustine, Florida, be acquired by the State of Florida Department of Transportation; and

WHEREAS, said use is in the best interest of the City; and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a perpetual easement, or easements, in favor of the State of Florida Department of Transportation for the purpose of constructing and maintaining a drainage collection system and signal loops, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of City of St. Augustine, Florida, that the application of the State of Florida Department of Transportation for a perpetual easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a perpetual easement, or easements, in favor of the State of Florida Department of Transportation in St. Johns, Florida, should be drawn and executed by this Board of City Commissioners. Consideration shall be \$ 0.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Lake City, Florida.

Print Name: _____
Chairperson or (Vice Chairperson)
Board of City Commissioners
City of St. Augustine, Florida

STATE OF FLORIDA

CITY OF ST. AUGUSTINE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of City of St. Augustine, Florida, at a meeting held on the _____ day of _____, 2019.

Print Name: _____
Clerk, Board of City Commissioners
City of St. Augustine, Florida

07-PE.13-Date: July 15, 2019

T. S. No. N/A
R/W Map Sheet No. 3, 4, 5, 6
Tax Parcel No. N/A

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO.	800.1
SECTION NO.	78010
F.P. NO.	4308971
STATE ROAD NO.	5A (King Street)
COUNTY OF	St. Johns

PERPETUAL EASEMENT

THIS EASEMENT, made this _____ day of _____, 2019, by the CITY OF ST. AUGUSTINE, FLORIDA, a municipality of the State of Florida, Post Office Box 210 (75 King Street), St. Augustine, Florida 32085-0210 grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations paid, the receipt and sufficiency of which is hereby acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement for the purpose of constructing and maintaining a drainage collection system and signal loops in, over, under, upon and through the following described land in St. Johns County, Florida, to wit:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above written.

ATTEST: _____

Darlene Galambos
Its City Clerk

The City of St. Augustine

BY: _____

Tracy Upchurch
Its Mayor

Signed, sealed and delivered in
the presence of:

Witness:

Print Name: _____

Witness:

Print Name: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Tracy Upchurch, Mayor, ☐ who is personally known to me or ☐ who has produced _____ as identification.

(Notary Seal)

Print Name: _____

Notary Public

My Commission Expires: _____

**APPROVED AS TO FORM,
LEGAL SUFFICIENCY AND
EXECUTION**

Isabelle C. Lopez, City Attorney

Exhibit "A"

Section No. 78010
F.P. No. 4308971

State Road No. 5A (King Street)

St. Johns County

Parcel No. 800

Perpetual Easement

Part "A"

A Part Of Riberia Street, Also Known As Ribera Street (A Variable Width Right Of Way Per Official Map Of The City Of St. Augustine District No. 12, On File In The St. Johns County, Florida Clerk Of The Circuit Court), Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A 1/2" Iron Pipe With No Identification, Marking The Northeast Corner Of Block 45-A Per Official Map Of The City Of St. Augustine District No. 12, On File In The St. Johns County, Florida Clerk Of The Circuit Court, Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida; Also Being The Westerly Existing Right Of Way Line Of Markland Place (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine); Thence South 09°11'47" East, Along Said Westerly Existing Right Of Way Line, A Distance Of 592.69 Feet To The Northerly Existing Right Of Way Line Of State Road No. 5A, (King Street) (A Variable Width Right Of Way Per Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence Continue South 09°11'47" East, A Distance Of 27.20 Feet To The Baseline Of Survey Of Said State Road No. 5A; Thence Along Said Baseline Of Survey The Following Four (4) Courses: (1) South 82°26'06" West, 12.90 Feet; (2) South 82°08'14" West, 311.04 Feet; (3) South 82°33'31" West, 70.90 Feet; (4) South 84°36'30" West, 16.57 Feet; Thence North 07°51'04" West, A Distance Of 32.13 Feet To The Intersection Of Said Northerly Existing Right Of Way Line Of State Road No. 5A With The Westerly Existing Right Of Way Line Of Riberia Street, Also Known As Ribera Street (A Variable Width Right Of Way, Per Said Official Map Of The City Of St. Augustine District No. 12), And To The **Point Of Beginning**; Thence Continue North 07°51'04" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 37.96 Feet; Thence North 82°09'32" East, A Distance Of 40.01 Feet To The Easterly Existing Right Of Way Line Of Said Riberia Street; Thence South 07°50'28" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 37.32 Feet To Said Northerly Existing Right Of Way Line Of State Road No. 5A; Thence South 83°34'28" West, Along Said Northerly Existing Right Of Way Line, A Distance Of 38.40 Feet; Thence South 37°34'58" West, Continuing Along Said Northerly Existing Right Of Way Line, A Distance Of 2.27 Feet To The **Point Of Beginning**.

Containing 1,475 Square Feet, More Or Less.

ALSO:

Part "B"

A Part Of Riberia Street, Also Known As Ribera Street (A Variable Width Right Of Way Per Official Map Of The City Of St. Augustine District No. 12, On File In The St. Johns County, Florida Clerk Of The Circuit Court) And Per County Road Plat Book 2, Pages 37-42 Of The Public Records Of St. Johns County, Florida. Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A 1/2" Iron Pipe With No Identification, Marking The Northeast Corner Of Block 45-A Per Official Map Of The City Of St. Augustine District No. 12, On File In The St. Johns County, Florida Clerk Of The Circuit Court, Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida; Also Being The Westerly Existing Right Of Way Line Of Markland Place (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine); Thence South 09°11'47" East, Along Said Westerly Existing Right Of Way Line, A Distance Of 592.69 Feet To The Northerly Existing Right Of Way Line Of State Road No. 5A, (King Street) (A Variable Width Right Of Way Per Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence Continue South 09°11'47" East, A Distance Of 27.20 Feet To The Baseline Of Survey Of Said State Road No. 5A; Thence Along Said Baseline Of Survey The Following Three (3) Courses; (1) South 82°26'06" West, 12.90 Feet; (2) South 82°08'14" West, 311.04 Feet; (3) South 82°33'31" West, 46.74 Feet; Thence South 01°08'39" West, A Distance Of 42.59 Feet To The Intersection Of Said Southerly Existing Right Of Way Line Of State Road No. 5A With The Easterly Existing Right Of Way Line Of Ribera Street, Also Known As Ribera Street (A Variable Width Right Of Way, Per Said Official Map Of The City Of St. Augustine District No. 12 And County Road Plat Book 2, Pages 37-42), And To The **Point Of Beginning**; Thence Continue South 01°08'39" West, Along Said Easterly Existing Right Of Way Line, A Distance Of 27.46 Feet; Thence North 88°51'21" West, A Distance Of 38.26 Feet To The Westerly Existing Right Of Way Line Of Said Ribera Street; Thence North 02°08'05" East, Along Said Westerly Existing Right Of Way Line, A Distance Of 23.13 Feet To Said Southerly Existing Right Of Way Line Of State Road No. 5A; Thence North 84°36'31" East, Along Said Southerly Existing Right Of Way Line, A Distance Of 38.11 Feet To The **Point Of Beginning**.

Containing 962 Square Feet, More Or Less.

ALSO:

Part "C"

A Part Of Markland Place (A Variable Width Right Of Way Per Official Map Of The City Of St. Augustine District No. 12, On File In The St. Johns County, Florida Clerk Of The Circuit Court), Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A 1/2" Iron Pipe With No Identification, Marking The Northeast Corner Of Block 45-A Per Official Map Of The City Of St. Augustine District No. 12, On File In The St. Johns County, Florida Clerk Of The Circuit Court; Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Also Being The Westerly Existing Right Of Way Line Of Markland Place (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine); Thence South 09°11'47" East, Along Said Westerly Existing Right Of Way Line, A Distance Of 592.69 Feet To The Northerly Existing Right Of Way Line Of State Road No. 5A (King Street) (A Variable Width Right Of Way Per Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence Continue South 09°11'47" East, A Distance Of 27.20 Feet To The Baseline Of Survey Of Said State Road No. 5A; Thence North 09°11'47" West, A Distance Of 27.20 Feet To The Intersection Of Said Northerly Existing Right Of Way Line Of State Road No. 5A With The Westerly Existing Right Of Way Line Of Markland Place (A Variable Width Right Of Way, Per Said Official Map Of The City Of St. Augustine District No. 12), And To The **Point Of Beginning**; Thence Continue North 09°11'47" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 12.02 Feet; Thence North 81°15'51" East, A Distance Of 39.48 Feet To The Easterly Existing Right Of Way Line Of Said Markland Place; Thence South 09°07'38" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 13.41 Feet To Said Northerly Existing Right

Of Way Line Of State Road No. 5A; Thence South 83°16'50" West, Along Said Northerly Existing Right Of Way Line, A Distance Of 39.50 Feet To The **Point Of Beginning**.

Containing 502 Square Feet, More Or Less.

ALSO:

Part "D"

A Part Of Martin Luther King Avenue, Also Known As Central Avenue (A Variable Width Right Of Way Per Official Map Of The City Of St. Augustine District No. 5, And Per Official Map Of The City Of St. Augustine District No. 12, On File In The St. Johns County, Florida Clerk Of The Circuit Court), Together With A Part Of Lot 14, Block 46A Per Said Official Maps Of The City Of St. Augustine, As Described In Official Records Book 128, Page 321 Of The Public Records Of St. Johns County, Florida, Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A 1/2" Iron Pipe With No Identification, Marking The Northeast Corner Of Block 45-A Per Official Map Of The City Of St. Augustine District No. 12, On File In The St. Johns County, Florida Clerk Of The Circuit Court, Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida; Also Being The Westerly Existing Right Of Way Line Of Markland Place (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine); Thence South 09°11'47" East, Along Said Westerly Existing Right Of Way Line, A Distance Of 592.69 Feet To The Northerly Existing Right Of Way Line Of State Road No. 5A (King Street) (A Variable Width Right Of Way, Per Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence Continue South 09°11'47" East, A Distance Of 27.20 Feet To The Baseline Of Survey Of Said State Road No. 5A; Thence North 82°26'06" East, Along Said Baseline Of Survey, A Distance Of 154.62 Feet; Thence South 11°56'03" East, A Distance Of 27.55 Feet To The Intersection Of The Southerly Existing Right Of Way Line Of Said State Road No. 5A With The Westerly Existing Right Of Way Line Of Martin Luther King Avenue, Also Known As Central Avenue (A Variable Width Right Of Way, Per Official Map Of The City Of St. Augustine District No. 5, And Per Said Official Map Of The City Of St. Augustine District No. 12, On File In The St. Johns County, Florida Clerk Of The Circuit Court), And To The **Point Of Beginning**; Thence North 79°37'40" East, Along Said Southerly Existing Right Of Way Line, A Distance Of 30.15 Feet; Thence North 82°23'06" East, Continuing Along Said Southerly Existing Right Of Way Line, A Distance Of 15.46 Feet To The Easterly Existing Right Of Way Line Of Said Martin Luther King Avenue, Per Official Records Book 128, Page 321 Of The Public Records Of St. Johns County, Florida, And A Curve To The Left, Having A Radius Of 30.00 Feet; Thence Along Said Easterly Existing Right Of Way Line And Curve, Through An Angle Of 54°03'16", An Arc Distance Of 28.30 Feet, And A Chord Bearing And Distance Of South 15°10'24" West, 27.26 Feet To The Point Of Tangency; Thence South 11°51'14" East, Continuing Along Said Easterly Existing Right Of Way Line, A Distance Of 14.48 Feet; Thence South 78°08'46" West, A Distance Of 33.11 Feet To The Westerly Existing Right Of Way Line Of Said Martin Luther King Avenue; Thence North 11°56'03" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 40.69 Feet To The **Point Of Beginning**.

Containing 1,430 Square Feet, More Or Less.

ALSO:

Part "E"

A Part Of Sevilla Street (A Variable Width Right Of Way Per Official Map Of The City Of St. Augustine District No. 5 And Per Official Map Of The City Of St. Augustine District No. 12, On File In The St. Johns County, Florida Clerk Of The Circuit Court), Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A 1/2" Iron Pipe With No Identification, Marking The Northeast Corner Of Block 45-A Per Official Map Of The City Of St. Augustine District No. 12, On File In The St. Johns County, Florida Clerk Of The Circuit Court, Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida Also Being The Westerly Existing Right Of Way Line Of Markland Place (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine); Thence South 09°11'47" East, Along Said Westerly Existing Right Of Way Line, A Distance Of 592.69 Feet To The Northerly Existing Right Of Way Line Of State Road No. 5A (King Street) (A Variable Width Right Of Way Per Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence Continue South 09°11'47" East, A Distance Of 27.20 Feet To The Baseline Of Survey Of Said State Road No. 5A; Thence North 82°26'06" East, Along Said Baseline Of Survey, A Distance Of 410.74 Feet; Thence North 10°35'21" West, A Distance Of 28.89 Feet To The Intersection Of The Northerly Existing Right Of Way Line Of Said State Road No. 5A With The Westerly Existing Right Of Way Line Of Sevilla Street (A Variable Width Right Of Way Per Official Map Of The City Of St. Augustine District No. 5 And Per Said Official Map Of The City Of St. Augustine District No. 12, On File In The St. Johns County, Florida Clerk Of The Circuit Court), And To The **Point Of Beginning**; Thence Continue North 10°35'21" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 20.26 Feet; Thence North 79°41'30" East, A Distance Of 39.37 Feet To The Easterly Existing Right Of Way Line Of Said Sevilla Street; Thence South 10°33'20" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 20.89 Feet To Said Northerly Existing Right Of Way Line Of State Road No. 5A; Thence South 80°36'26" West, Along Said Northerly Existing Right Of Way Line, A Distance Of 39.37 Feet To The **Point Of Beginning**.

Containing 810 Square Feet, More Or Less.

ALSO:

Part "F"

A Part Of Granada Street (A Variable Width Right Of Way Per Official Map Of The City Of St. Augustine District No. 5 And Per Official Map Of The City Of St. Augustine District No. 12, On File In The St. Johns County, Florida Clerk Of The Circuit Court); Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A 1/2" Iron Pipe With No Identification, Marking The Northeast Corner Of Block 45-A Per Official Map Of The City Of St. Augustine District No. 12, On File In The St. Johns County, Florida Clerk Of The Circuit Court, Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Also Being The Westerly Existing Right Of Way Line Of Markland Place (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine); Thence South 09°11'47" East, Along Said Westerly Existing Right Of Way Line, A Distance Of 592.69 Feet To The Northerly Existing Right Of Way Line Of State Road No. 5A (King Street) (A Variable Width Right Of Way Per Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence Continue South 09°11'47" East, A Distance Of 27.20 Feet To

The Baseline Of Survey Of Said State Road No. 5A; Thence North 82°26'06" East, Along Said Baseline Of Survey, A Distance Of 690.98 Feet; Thence North 73°19'44" East, Continuing Along Said Baseline Of Survey, A Distance Of 145.89 Feet; Thence South 18°32'16" East, A Distance Of 25.29 Feet To The Intersection Of The Southerly Existing Right Of Way Line Of Said State Road No. 5A With The Easterly Existing Right Of Way Line Of Granada Street (A Variable Width Right Of Way, Per Official Map Of The City Of St. Augustine District No. 5 And Per Said Official Map Of The City Of St. Augustine District No. 12, On File In The St. Johns County, Florida Clerk Of The Circuit Court), And To The **Point Of Beginning**; Thence Continue South 18°32'16" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 29.11 Feet; Thence South 71°21'14" West, A Distance Of 37.28 Feet To The Westerly Existing Right Of Way Line Of Said Granada Street; Thence North 18°34'23" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 29.41 Feet To Said Southerly Existing Right Of Way Line Of State Road No. 5A; Thence North 71°48'35" East, Along Said Southerly Existing Right Of Way Line, A Distance Of 37.30 Feet To The **Point Of Beginning**.

Containing 1,091 Square Feet, More Or Less.

ALSO:

Part "G"

A Part Of Cordova Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court), Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A 1/2" Iron Pipe With No Identification, Marking The Northeast Corner Of Block 45-A Per Official Map Of The City Of St. Augustine District No. 12, On File In The St. Johns County, Florida Clerk Of The Circuit Court, Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Also Being The Westerly Existing Right Of Way Line Of Markland Place (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine); Thence South 09°11'47" East, Along Said Westerly Existing Right Of Way Line, A Distance Of 592.69 Feet To The Northerly Existing Right Of Way Line Of State Road No. 5A (King Street) (A Variable Width Right Of Way Per Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence Continue South 09°11'47" East, A Distance Of 27.20 Feet To The Baseline Of Survey Of Said State Road No. 5A; Thence Along Said Baseline Of Survey The Following Three (3) Courses: (1) North 82°26'06" East, 690.98 Feet; (2) North 73°19'44" East, 322.25 Feet; (3) North 87°41'52" East, 42.00 Feet; Thence South 18°46'13" East, A Distance Of 26.14 Feet To The Intersection Of The Southerly Existing Right Of Way Line Of Said State Road No. 5A With The Easterly Existing Right Of Way Line Of Cordova Street (A Variable Width Right Of Way, Per Said Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court), And To The **Point Of Beginning**; Thence Continue South 18°46'13" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 42.55 Feet; Thence South 71°13'47" West, A Distance Of 36.35 Feet To The Westerly Existing Right Of Way Line Of Said Cordova Street; Thence North 18°32'16" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 37.18 Feet To Said Southerly Existing Right Of Way Line Of State Road No. 5A; Thence North 74°23'38" East, Along Said Southerly Existing Right Of Way Line, A Distance Of 31.53 Feet To A Curve To The Right, Having A Radius Of 30.96 Feet; Thence Along Said Southerly Existing Right Of Way Line And Curve, Through An Angle Of 15°51'06", An Arc Distance Of 8.57 Feet, And A Chord Bearing And Distance Of North 14°49'03" East, 8.54 Feet To The **Point Of Beginning**.

Containing 1,332 Square Feet, More Or Less.

ALSO:

Part "H"

A Part Of Cordova Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court), And A Part Of King Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine), Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A 1/2" Iron Pipe With No Identification, Marking The Northeast Corner Of Block 45-A Per Official Map Of The City Of St. Augustine District No. 12, On File In The St. Johns County, Florida Clerk Of The Circuit Court, Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Also Being The Westerly Existing Right Of Way Line Of Markland Place (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine); Thence South 09°11'47" East, Along Said Westerly Existing Right Of Way Line, A Distance Of 592.69 Feet To The Northerly Existing Right Of Way Line Of State Road No. 5A (King Street) (A Variable Width Right Of Way Per Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence Continue South 09°11'47" East, A Distance Of 27.20 Feet To The Baseline Of Survey Of Said State Road No. 5A; Thence Along Said Baseline Of Survey The Following Three (3) Courses: (1) North 82°26'06" East, 690.98 Feet; (2) North 73°19'44" East, 322.25 Feet; (3) North 87°41'52" East, 45.70 Feet; Thence North 02°18'08" West, A Distance Of 24.96 Feet To The Northerly Existing Right Of Way Line Of Said State Road No. 5A, And To The **Point Of Beginning**; Thence Along Said Northerly Existing Right Of Way Line, The Following Five (5) Courses: (1) South 77°20'53" West, 2.15 Feet To A Curve To The Right, Having A Radius Of 30.00 Feet; (2) Along Said Curve, Through An Angle Of 05°01'02", An Arc Distance Of 2.63 Feet, And A Chord Bearing And Distance Of North 76°56'05" West, 2.63 Feet To A Point Of Compound Curvature Of A Curve To The Right, Having A Radius Of 10.00 Feet; (3) Along Said Curve, Through An Angle Of 63°28'39", An Arc Distance Of 11.08 Feet, And A Chord Bearing And Distance Of North 42°41'15" West, 10.52 Feet To The Point Of Tangency; (4) North 10°56'55" West, 4.20 Feet; (5) South 79°03'05" West, 31.77 Feet To The Westerly Existing Right Of Way Line Of Cordova Street (A Variable Width Right Of Way Per Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court); Thence North 10°52'32" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 37.89 Feet; Thence North 79°08'48" East, A Distance Of 40.37 Feet To The Easterly Existing Right Of Way Line Of Said Cordova Street; Thence South 10°51'12" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 44.16 Feet To The Southwest Corner Of A Tract Of Land Known As "Plaza", Per Said Official Map Of The City Of St. Augustine District No. 5; Thence South 21°52'40" East, A Distance Of 7.96 Feet To The **Point Of Beginning**.

Containing 1,634 Square Feet, More Or Less.

ALSO:

Part "I"

A Part Of St. George Street (A Variable Width Right Of Way Per Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court), Being

Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Mag Nail And Disk With No Identification, Marking The Northwest Corner Of An Unnamed Block Per Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court, Being The Intersection Of The Southerly Existing Right Of Way Line Of Cathedral Place, Also Known As Cathedral Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine) With The Easterly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine); Thence South 06°47'48" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 138.16 Feet To The Northerly Existing Right Of Way Line Of State Road No. 5A (King Street) (A Variable Width Right Of Way Per Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence Continue South 06°47'48" East, A Distance Of 17.73 Feet To The Baseline Of Survey Of Said State Road No. 5A; Thence South 87°41'52" West, Along Said Baseline Of Survey, A Distance Of 443.49 Feet; Thence South 11°03'15" East, A Distance Of 16.39 Feet To The Intersection Of The Southerly Existing Right Of Way Line Of Said State Road No. 5A With The Easterly Existing Right Of Way Line Of St. George Street (A Variable Width Right Of Way, Per Said Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court), And To The **Point Of Beginning**; Thence Continue South 11°03'15" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 23.95 Feet; Thence South 76°18'04" West, A Distance Of 32.76 Feet To The Westerly Existing Right Of Way Line Of Said St. George Street; Thence North 13°27'54" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 30.82 Feet To Said Southerly Existing Right Of Way Line Of State Road No. 5A; Thence Along Said Southerly Existing Right Of Way Line The Following Two (2) Courses: (1) North 87°43'14" East, 30.55 Feet; (2) North 88°55'21" East, 3.88 Feet To The **Point Of Beginning**.

Containing 914 Square Feet, More Or Less.

ALSO:

Part "J"

A Part Of St. George Street (A Variable Width Right Of Way Per Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court), Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Mag Nail And Disk With No Identification, Marking The Northwest Corner Of An Unnamed Block Per Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court, Being The Intersection Of The Southerly Existing Right Of Way Line Of Cathedral Place, Also Known As Cathedral Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine) With The Easterly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine); Thence South 06°47'48" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 138.16 Feet To The Northerly Existing Right Of Way Line Of State Road No. 5A (King Street) (A Variable Width Right Of Way Per Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence Continue South 06°47'48" East, A Distance Of 17.73 Feet To The Baseline Of Survey Of Said State Road No. 5A; Thence South 87°41'52" West, Along Said Baseline Of Survey, A Distance Of 469.03 Feet; Thence North 00°25'12" West, A Distance Of 26.17 Feet To The Intersection Of Said Northerly Existing Right Of Way Line Of State

Road No. 5A With The Westerly Existing Right Of Way Line Of St. George Street (A Variable Width Right Of Way, Per Said Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court), And To The **Point Of Beginning**; Thence Continue North 00°25'12" West, Along Said Westerly Existing Right Of Way Line, A Distance Of 49.57 Feet; Thence North 89°34'48" East, A Distance Of 35.13 Feet To The Easterly Existing Right Of Way Line Of Said St. George Street; Thence South 02°13'27" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 58.18 Feet To Said Northerly Existing Right Of Way Line Of State Road No. 5A; Thence Along Said Northerly Existing Right Of Way Line The Following Four (4) Courses: (1) South 87°31'31" West, 4.44 Feet To The Point Of Curvature Of A Curve To The Right, Having A Radius Of 2.65 Feet; (2) Along Said Curve, Through An Angle Of 75°18'14", An Arc Distance Of 3.48 Feet, And A Chord Bearing And Distance Of North 54°49'25" West, 3.24 Feet; (3) North 75°00'35" West, 26.06 Feet; (4) South 88°46'13" West, 4.77 Feet To The **Point Of Beginning**.

Containing 1,924 Square Feet, More Or Less.

ALSO:

Part "K"

A Part Of Aviles Street, Also Known As Hospital Street (A Variable Width Right Of Way Per Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court), Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Mag Nail And Disk With No Identification, Marking The Northwest Corner Of An Unnamed Block Per Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court, Being The Intersection Of The Southerly Existing Right Of Way Line Of Cathedral Place, Also Known As Cathedral Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine) With The Easterly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine); Thence South 06°47'48" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 138.16 Feet To The Northerly Existing Right Of Way Line Of State Road No. 5A (King Street) (A Variable Width Right Of Way Per Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence Continue South 06°47'48" East, A Distance Of 17.73 Feet To The Baseline Of Survey Of Said State Road No. 5A; Thence South 87°41'52" West, Along Said Baseline Of Survey, A Distance Of 103.61 Feet; Thence South 07°04'17" East, A Distance Of 24.45 Feet To An Intersection With The Southerly Existing Right Of Way Line Of Said State Road No. 5A And The Easterly Existing Right Of Way Line Of Aviles Street, Also Known as Hospital Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine District No. 5), And To The **Point Of Beginning**; Thence Continue South 07°04'17" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 10.18 Feet; Thence South 88°05'15" West, A Distance Of 29.71 Feet To The Westerly Existing Right Of Way Line Of Said Aviles Street; Thence North 09°10'45" West, Along Said Westerly Existing Right Of Way Line Of Aviles Street, A Distance Of 9.93 Feet To Said Southerly Existing Right Of Way Line Of State Road No. 5A; Thence North 88°01'14" East, Along Said Southerly Existing Right Of Way Line, A Distance Of 1.30 Feet; Thence North 87°31'21" East, Continuing Along Said Southerly Existing Right Of Way Line, A Distance Of 28.75 Feet To The **Point Of Beginning**.

Containing 299 Square Feet, More Or Less.

ALSO:

"Part L"

A Part Of Charlotte Street (A Variable Width Right Of Way Per Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court), Being Located In Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Mag Nail And Disk With No Identification, Marking The Northwest Corner Of An Unnamed Block Per Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court, Being The Intersection Of The Southerly Existing Right Of Way Line Of Cathedral Place, Also Known As Cathedral Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine) With The Easterly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine); Thence South $06^{\circ}47'48''$ East, Along Said Easterly Existing Right Of Way Line, A Distance Of 138.16 Feet To The Northerly Existing Right Of Way Line Of State Road No. 5A (King Street) (A Variable Width Right Of Way Per Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence Continue South $06^{\circ}47'48''$ East, A Distance Of 17.73 Feet To The Baseline Of Survey Of Said State Road No. 5A; Thence South $87^{\circ}41'52''$ West, Along Said Baseline Of Survey, A Distance Of 3.97 Feet; Thence South $06^{\circ}59'17''$ East, A Distance Of 23.90 Feet To An Intersection With The Southerly Existing Right Of Way Line Of Said State Road No. 5A And The Easterly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine District No. 5), And To The **Point Of Beginning**; Thence Continue South $06^{\circ}59'17''$ East, Along Said Easterly Existing Right Of Way Line, A Distance Of 19.33 Feet; Thence South $81^{\circ}09'53''$ West, A Distance Of 16.29 Feet To The Westerly Existing Right Of Way Line Of Said Charlotte Street; Thence North $08^{\circ}50'07''$ West, Along Said Westerly Existing Right Of Way Line, A Distance Of 21.00 Feet To Said Southerly Existing Right Of Way Line Of State Road No. 5A; Thence North $86^{\circ}49'24''$ East, Along Said Southerly Existing Right Of Way Line, A Distance Of 17.00 Feet To The **Point Of Beginning**.

Containing 335 Square Feet, More Or Less.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: August 30, 2019

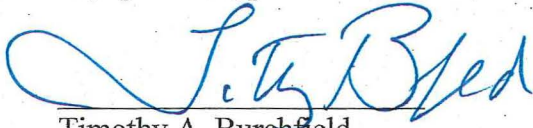
RE: Florida Department of Transportation
Easements for King Street Storm Drainage Project

The City was recently approached by the Florida Department of Transportation (FDOT) concerning a storm drainage project along King Street, from Iberia Street to the Bayfront. The project entails the installation of a new storm drainpipe to improve storm runoff along the King Street corridor. The project is tentatively scheduled to let for construction in September 2022 and will take approximately 30 months to complete, however this timeframe is subject to change.

To complete the project, it will be necessary for the City to grant both temporary and perpetual easements. Below is a listing of the easements and one temporary license agreement which are necessary for the FDOT to complete the project. The timeframe on the temporary easements and license agreement are 96 months from the time of approval by the City Commission.

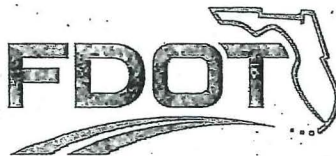
TYPE OF EASEMENT	LOCATION
Temporary	700L – Charlotte Street North of King Street 700M – SE Corner of Ponce Statue Slip Lane
Temporary	702 – South End of Ponce Statue Park
Temporary	703A – Portion of Bridge of Lions South Park 703B – Portion of Bridge of Lions South Park Portion of Municipal Marina North Lawn 703C – Portion of Bridge of Lions South Park
Temporary License Agreement	903.1 – South of Police Station Sidewalk Along King Street
Perpetual	800A – Iberia Street North of King Street 800B – Iberia Street South of King Street 800C – Markland Place North of King Street 800D – MLK South of King Street 800E – Sevilla Street North of King Street 800F – Granada Street South of King Street 800G – Cordova Street South of King Street 800H – Cordova Street North of King Street 800I – St. George Street South of King Street 800J – St. George Street North of King Street 800K – Aviles Street South of King Street 800L – Charlotte Street South of King Street
Perpetual	803 – South Bridge of Lions Arbor Area Portions of Municipal Marina North Lawn

By way of this memorandum, please place this issue on the September 9, 2019 City Commission agenda for the Commission's consideration. Should you have any questions, please call me.



Timothy A. Burchfield
Assistant City Manager

cc: Meredith Breidenstein, Director, Budget & Performance Management
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Mike Cullum, Director, Utilities & Public Works



Florida Department of Transportation

RON DESANTIS
GOVERNOR

Office of Right of Way
1109 South Marion Avenue
Lake City, FL 32025

KEVIN J. THIBAUT, P.E.
SECRETARY

Donation of Property to the Florida Department of Transportation

City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085

ITEM/SEGMENT NO.:	4308971
MANAGING DISTRICT:	2
F.A.P. NO.:	N/A
STATE ROAD NO.:	5A (King Street)
COUNTY:	St. Johns
PARCEL NO.:	800/803
INTEREST CONVEYED:	Perpetual Easement

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

APPROVED AS TO FORM,
LEGAL SUFFICIENCY AND
EXECUTION

Isabelle C. Lopez, City Attorney

Owner's Signature

Type or Print Property Owner's Name

Street Address

City, State, Zip Code

Date

07-PE.14-Date: July 15, 2019

This instrument prepared by
or under the direction of:

Print Name:_____

PARCEL NO. 803.1
SECTION NO. 78010
F.P. NO. 4308971
STATE ROAD NO. 5A (King Street)
COUNTY OF St. Johns

RESOLUTION

2019-35

ON MOTION of Commissioner _____,
seconded by Commissioner _____, the following
Resolution was adopted; and

WHEREAS, the State of Florida Department of Transportation proposes to construct or improve State Road No. 5A (King Street), Section No. 78010, F.P. No. 4308971 in St. Johns County, Florida; and

WHEREAS, it is necessary that an easement across certain lands now owned by City of St. Augustine, Florida, be acquired by the State of Florida Department of Transportation; and

WHEREAS, said use is in the best interest of the City; and

WHEREAS, the State of Florida Department of Transportation has made application to said City to execute and deliver to the State of Florida Department of Transportation a perpetual easement, or easements, in favor of the State of Florida Department of Transportation for the purpose of construction, access and maintenance of the drainage collection system, and said request having been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of City of St. Augustine, Florida, that the application of the State of Florida Department of Transportation for a perpetual easement, or easements, is for transportation purposes which are in the public or community interest and for public welfare; that a perpetual easement, or easements, in favor of the State of Florida Department of Transportation in St. Johns, Florida, should be drawn and executed by this Board of City Commissioners. Consideration shall be \$ -0-.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at Lake City, Florida.

Print Name: _____
Chairperson or (Vice Chairperson)
Board of City Commissioners
City of St. Augustine, Florida

STATE OF FLORIDA

CITY OF ST. AUGUSTINE

I HEREBY CERTIFY that the foregoing is a true copy of a Resolution adopted by the Board of City Commissioners of City of St. Augustine, Florida, at a meeting held on the _____ day of _____, 2019.

Print Name: _____
Clerk, Board of City Commissioners
City of St. Augustine, Florida

2019-35

07-PE.13-Date: July 15, 2019

T. S. No. 26267-17
R/W Map Sheet No. 7
Tax Parcel No. 196200-0000 & 0010

This instrument prepared by
or under the direction of:
David M. Robertson
Chief Counsel District Two
Florida Department of Transportation
1109 South Marion Avenue
Lake City, Florida 32025-5874

PARCEL NO. 803.1
SECTION NO. 78010
F.P. NO. 4308971
STATE ROAD NO. 5A (King Street)
COUNTY OF St. Johns

PERPETUAL EASEMENT

THIS EASEMENT, made this _____ day of _____, 2019, by the
CITY OF ST. AUGUSTINE, FLORIDA, a municipality of the State of Florida, Post Office Box 210 (75
King Street), St. Augustine, Florida 32085-0210 grantor, to the STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION, 1109 South Marion Avenue, Lake City, Florida 32025-5874, its successors
and assigns, grantee.

WITNESSETH: That the grantor for and in consideration of the sum of One Dollar (\$1.00)
and other valuable considerations paid, the receipt and sufficiency of which is hereby
acknowledged, hereby grants unto the grantee, its successors and assigns, a perpetual easement
for the purpose of construction, access and maintenance of the drainage collection system in, over,
under, upon and through the following described land in St. Johns County, Florida, to wit:

SEE **Exhibit "A"**, attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the same unto said grantee, its successors and assigns forever.

IN WITNESS WHEREOF, the said grantor has caused these presents to be executed in its
name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, the date first above
written.

ATTEST: _____
Darlene Galambos
Its City Clerk

The City of St. Augustine

BY: _____
Tracy Upchurch
Its Mayor

Signed, sealed and delivered in
the presence of:

Witness:
Print Name: _____

Witness:
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Tracy Upchurch, Mayor, ☐ who is personally known to me or ☐ who has produced _____ as identification.

(Notary Seal)

Print Name: _____
Notary Public
My Commission Expires: _____

APPROVED AS TO FORM,
LEGAL SUFFICIENCY AND
EXECUTION

Isabelle C. Lopez, City Attorney

Exhibit "A"

Section No. 78010
F.P. No. 4308971

State Road No. 5A (King Street)

St. Johns County

Parcel No. 803

Perpetual Easement

A Part Of Township 7 South, Range 30 East, City Of St. Augustine, St. Johns County, Florida, Being More Particularly Described As Follows:

Commence At A Mag Nail And Disk With No Identification, Marking The Northwest Corner Of An Unnamed Block Per Official Map Of The City Of St. Augustine District No. 5, On File In The St. Johns County, Florida Clerk Of The Circuit Court, Being The Intersection Of The Southerly Existing Right Of Way Line Of Cathedral Place, Also Known As Cathedral Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine) With The Easterly Existing Right Of Way Line Of Charlotte Street (A Variable Width Right Of Way Per Said Official Map Of The City Of St. Augustine); Thence South 06°47'48" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 138.16 Feet To The Northerly Existing Right Of Way Line Of State Road No. 5A (King Street) (A Variable Width Right Of Way Per Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence Continue South 06°47'48" East, A Distance Of 17.73 Feet To The Baseline Of Survey Of Said State Road No. 5A; Thence North 87°41'52" East, Along Said Baseline Of Survey, A Distance Of 134.24 Feet To The Baseline Of Survey Of Avenida Menendez (A Variable Width Right Of Way Per Said Florida Department Of Transportation Right Of Way Map, Section 78010, F.P. No. 4308971); Thence North 01°54'24" West, Along Said Baseline Of Survey Of Avenida Menendez, A Distance Of 21.62 Feet; Thence North 87°31'02" East, A Distance Of 70.79 Feet To The Easterly Existing Right Of Way Line Of Said Avenida Menendez, And To The **Point Of Beginning**; Thence Continue North 87°31'02" East, A Distance Of 107.64 Feet; Thence South 63°39'24" East, A Distance Of 76.41 Feet; Thence South 02°32'43" East, A Distance Of 6.40 Feet; Thence North 87°26'31" East, A Distance Of 40.00 Feet; Thence South 02°32'43" East, A Distance Of 40.00 Feet; Thence South 87°26'31" West, A Distance Of 91.52 Feet; Thence North 03°00'00" West, A Distance Of 33.02 Feet; Thence North 50°16'45" West, A Distance Of 30.19 Feet; Thence South 87°31'02" West, A Distance Of 113.63 Feet To Said Easterly Existing Right Of Way Line Of Avenida Menendez; Thence Along Said Easterly Existing Right Of Way Line Of Avenida Menendez The Following Three (3) Courses: (1) North 13°31'27" East, 5.47 Feet; (2) North 27°08'56" East, 22.46 Feet; (3) North 03°42'29" East, 5.25 Feet To The **Point Of Beginning**.

Containing 8,772 Square Feet, More Or Less.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, City Manager

RE: Street Closures for Special Events

DATE: September 12, 2019

With the passage of Resolution 2018-13, the St. Augustine City Commission set a number of parameters governing events in the city including one which prevents the closure of any street for more than two hours for a special event.

In the time since the passage of Resolution 2018-13, the Public Affairs Department has become aware that certain events may be more suited to be held in an on-street environment and may last more than two hours.

With the passage of Resolution 2019-41 the City Manager will have the authority to close a street and/or interrupt traffic in order to accommodate a special event.

Please place this resolution on the City Commission's September 23 agenda for consideration.

Thank you,



Paul K. Williamson
Public Affairs Director

RESOLUTION NO. 2019-41

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, ESTABLISHING THE CITY MANAGER'S AUTHORITY TO CLOSE CITY STREETS FOR CERTAIN EVENTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, special events have long been a part of the cultural environment of the City of St. Augustine, which includes annual parades, festivals, art shows, musical performances, and other events; and

WHEREAS, the City supports a wide variety of special events by making venues available that include Francis Field, the Gazebo in the Plaza de la Constitución, the Municipal Marina, Lightner Courtyard, and rights-of-way throughout the City; and

WHEREAS, certain events may be best-suited to be held on certain city streets; and

WHEREAS, such events may require city streets to be closed for more than two hours; and

WHEREAS, Resolution 2018-13 provided that the City Manager could only permit an event that requires the closing of a street for no more than two hours

WHEREAS, the City Commission recognizes that in certain circumstances, the City Manager should be authorized to close city streets for more than two hours to accommodate special events.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, THAT

Section 1. Upon the effective date of this resolution, the City Manager is authorized to close a city street and/or interrupt traffic in order to accommodate a special event held on a city street for a duration as determined to be appropriate by the City Manager.

Section 2. This resolution will take effect immediately upon passage.

ADOPTED in Regular Session of the City Commission for the City of St. Augustine, Florida this _____ day of _____, 2019.

CITY OF ST. AUGUSTINE, FLORIDA

Tracy W. Upchurch, Mayor-Commissioner

ATTEST:

Darlene Galambos, City Clerk
(Corporate Seal)

ITEM 10.A.
Petition to Vacate

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: September 12, 2019

RE: Agenda Item for September 23, 2019 City Commission Meeting;
Petition to Vacate Rights-of-Way in Antigua Phase One subdivision.

The Public Works Department supports the Antigua developer's petition to vacate the street rights-of-way in the "Antigua Phase One" residential subdivision. The developer's petition includes a water and wastewater utility easement to the City. Public Works supports the City vacating its interest in the rights-of-way (excluding the water and wastewater utilities) and conveying to the Antigua homeowner's association as a private road for the benefit of the residents.

Attached is the developer's signed petition and easement for utilities.

If you should have any questions, please contact me. Thank you.

Sincerely,



Michael G. Cullum, P.E.
Public Works Director

Attachment: Petition and easement for utilities

cc: COSA Directors

PETITION TO VACATE STREET OR ALLEYWAY

TO: THE HONORABLE CITY COMMISSION
ST. AUGUSTINE, FLORIDA

Petitioners, **Ant Jv Owner, LLC**, respectfully petition the Honorable City Commission, St. Augustine, Florida, as follows:

1. To vacate, discontinue and abandon that certain portion of **Leeward Island Drive, Ancient Island Drive, Saint Barts Avenue and Bird Island Drive**, for the benefit of the residents, more particularly described as follows:

The rights-of-way depicted as Leeward Island Drive, Ancient Island Drive, Saint Barts Avenue, and Bird Island Drive in St. Augustine, FL 32080, on the plat of Antigua Phase One, recorded in Map Book 93, pages 18-25, public records of St. Johns County, Florida, attached for reference as Exhibit "A".

2. In support of this Petition, Petitioner respectfully shows:

(a) They are the fee simple owners of parcel(s) of real property which abut on the portion of **Leeward Island Drive, Ancient Island Drive, Saint Barts Avenue and Bird Island Drive**, which Petitioner seeks to vacate, discontinue and abandon.

(b) Said portion of **Leeward Island Drive, Ancient Island Drive, Saint Barts Avenue and Bird Island Drive** which petitioners seek to vacate is bounded on the **South** by **West Marina Cove Drive and East Marina Cove Drive**.

3. The vacation requested herein will not disturb or violate the rights of any other land owners, the general public or the City of St. Augustine. The City of St. Augustine is vacating its interest in the rights-of-way (excluding the water and wastewater utilities; an easement for which is attached as Exhibit "B" to this Petition) and conveying to the Antigua homeowner's association as a private road for the benefit of the residents.
4. Petitioner hereby waives personal service of notice or any other process in connection with this proceeding.

The names, mailing addresses of all persons owning lands abutting said portion of which Petitioner seeks to vacate and the property identification numbers of the real property parcels owned by such person are:

**LIST PROPERTY OWNERS' NAMES AND
PROPERTY IDENTIFICATION NUMBERS**

Ant Jv Owner, LLC
Parcel: 1612520340

Antigua Lot 4
Brandon Howlett and Heather Howlett
160 Ancient Island Drive
St. Augustine, FL 32080

Parcel: 1612520000
Legal: 1PT OF GOV LOT 1 2 & 4 SEC 29
Zoning RG1

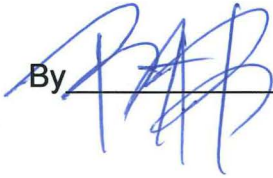
Antigua Lot 5
Christine M Haynie
Jeffrey M Yancey
156 Ancient Island Drive
St. Augustine, FL 32080

Parcel: 1612520000
Legal: 1PT OF GOV LOT 1 2 & 4 Sec 29
Zoning RG 1

WHEREFORE, Petitioners request this Honorable City Commission to approve this Petition to vacate said portion of Leeward Island Drive, Ancient Island Drive, Saint Barts Avenue and Bird Island Drive and thereafter enact an ordinance vacating, discontinuing and abandoning same.

RESPECTFULLY SUBMITTED this 12 day of SEPTEMBER, 2019.

(Name)

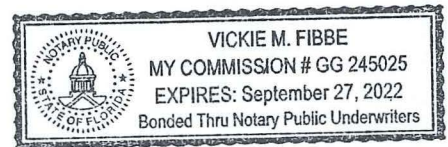
By 

SWORN to and subscribed before me

this 12th day of September, 2019.

Vickie M. Fikke

Notary Public

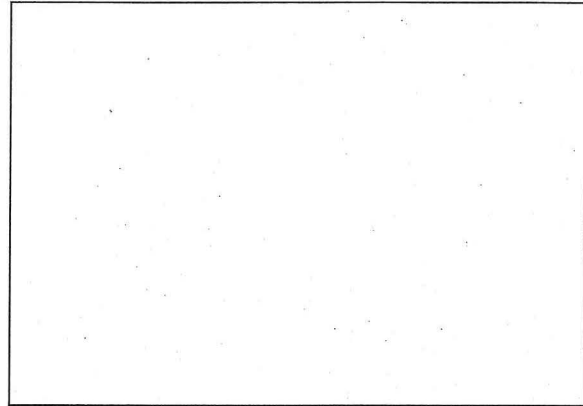


Personally known ☒ Produced Identification ☐

Type of Identification Produced: _____

Exhibit "B" to Petition to Vacate.

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



EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 10th day of September, 20 19 by Ant Jv Owner, LLC, whose mailing address is 14701 Philips Hwy, Suite 300, Jacksonville, FL 32256, hereinafter called "GRANTOR", to THE CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation, E.I.D. No. 59-6000420, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085-0210, hereinafter called "GRANTEE."

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GRANTOR agrees as follows:

1. GRANTOR does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto GRANTEE a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system, gravity sewer collection system, sewer force main, and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground utility services (hereinafter referred to as "UTILITY LINES AND ASSOCIATED EQUIPMENT") over and upon the real property described in **Exhibit "A"** attached hereto and incorporated herein (the "EASEMENT AREA"); together with rights of ingress and egress to access the EASEMENT AREA as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the EASEMENT AREA has been mutually agreed upon by the GRANTOR and GRANTEE. As a result, the ingress and egress area is noted on **Exhibit "B"** attached hereto and incorporated herein (the "INGRESS/EGRESS AREA"). This easement is for water and/or sewer utility services only and does not convey any right to install other such utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto GRANTEE, its successors and assigns for the purposes aforesaid. Said GRANTOR is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

The Easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

- (a) GRANTOR reserves the right and privilege to use and occupy and to grant to others the right to use and occupy:
 - (i) The surface and air space over the EASEMENT AREA for any purpose which is consistent with the rights herein granted to GRANTEE; and
 - (ii) The subsurface of the EASEMENT AREA for other utility services or other purposes which do not interfere with the rights herein granted to GRANTEE, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footings and/or anchors for surface improvements.
 - (b) All UTILITY LINES AND ASSOCIATED EQUIPMENT will be installed, operated and maintained at all times beneath the surface of the EASEMENT AREA provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of GRANTOR, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.
 - (c) The Easement granted by this instrument may be relocated to a location acceptable to the GRANTEE at any time upon GRANTOR's request provided that GRANTOR bears the cost of relocating the underground utility lines and facilities located within the EASEMENT AREA. At GRANTOR's request, and upon relocation of such lines at GRANTOR's expense, GRANTEE and GRANTOR shall execute an instrument in recordable form relocating the easement hereby granted to the new EASEMENT AREA designated by and in the title of the GRANTOR.
 - (d) GRANTEE shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by GRANTOR. In the event that GRANTEE's inspection, construction, maintenance or repair of the utilities interrupts GRANTOR's ability to park on GRANTOR's property, GRANTEE shall provide similar parking spaces to GRANTOR for the duration of the interruption in parking.
2. (a) WATER SYSTEM - The GRANTEE shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. GRANTOR or GRANTOR's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

- (b) SEWER FORCE MAINS - GRANTEE, by acceptance of this Easement, hereby agrees to maintain the sewer force mains located within the EASEMENT AREA.
- (c) GRAVITY SEWER SYSTEM - GRANTEE, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the EASEMENT AREA. The GRANTEE'S maintenance of gravity sewer lines shall extend 'manhole to manhole', but shall not include a responsibility for maintenance of sewer service laterals; The GRANTOR or GRANTOR'S successors and assigns shall be responsible for the maintenance of such sewer service laterals. GRANTOR hereby specifically indemnifies and holds GRANTEE harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, GRANTEE shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but GRANTEE shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, GRANTEE shall be responsible for damage to improvements that are caused by GRANTEE's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding upon GRANTEE and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "GRANTOR" means the owner from time to time of the EASEMENT AREA or any part thereof.

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

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed by its duly authorized officer as of the day and year first above written.

GRANTOR

Signed, sealed and delivered in the presence of:

Witness:

[Signature]
Print Name: DONALD A. GUCCIONE

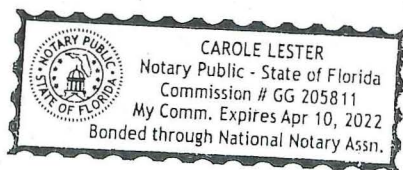
Witness:

[Signature]
Print Name: VICKIE M. FIBBE

By: [Signature]
Print Name: ROBERT RIVA
Title: VICE PRESIDENT

State of Florida
County of Duval

The foregoing instrument was acknowledged before me this 12 day of September, 20 19, by Robert Riva who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public

EXHIBIT "A"

EASEMENT AREA

The rights-of-way depicted as Leeward Island Drive, Ancient Island Drive, Saint Barts Avenue, and Bird Island Drive in St. Augustine, FL 32080, on the plat of Antigua Phase One, recorded in Map Book 93, pages 18-25, public records of St. Johns County, Florida.

EXHIBIT "B"

INGRESS/EGRESS AREA

The rights-of-way depicted as Leeward Island Drive, Ancient Island Drive, Saint Barts Avenue, and Bird Island Drive in St. Augustine, FL 32080, on the plat of Antigua Phase One, recorded in Map Book 93, pages 18-25, public records of St. Johns County, Florida.

Exhibit "A" to Petition to Vacate.

ANTIGUA PHASE ONE

A PORTION OF SECTIONS 28 AND 29, AND A PART OF GOVERNMENT
LOTS 1, 2 AND 4, ALL IN TOWNSHIP 7 SOUTH, RANGE 30 EAST,
CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

CAPTION

THAT PART OF SECTION 28 AND A PART OF GOVERNMENT LOTS 1, 2 AND 4, SECTION 29, ALL IN TOWNSHIP 7 SOUTH, RANGE 30
EAST, ST. JOHNS COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 4; THENCE S01°23'27"E ALONG THE EAST LINE OF SECTION 29, 411.20 FEET; THENCE S88°36'33"W, 79.05 FEET TO THE EASTERLY EDGE OF A DELINEATED WETLAND; THENCE NORTHERLY ALONG SAID WETLAND LINE THE FOLLOWING 8 COURSES: N37°51'18"W, 43.00 FEET; N23°30'35"W, 49.27 FEET; N10°38'16"E, 27.88 FEET; N08°07'04"W, 25.90 FEET; N23°29'58"W, 44.42 FEET; N31°14'14"W, 38.25 FEET; N50°01'12"W, 41.82 FEET; N42°34'43"W, 57.99 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF EAST MARINA COVE DRIVE (A 60 FOOT RIGHT OF WAY); THENCE N57°23'45"E ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 262.84 FEET TO A POINT ON THE SAID EASTERLY LINE OF SECTION 29; THENCE ALONG SAID EASTERLY LINE OF SECTION 29 N01°23'27"W, 70.16 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID EAST MARINA COVE DRIVE; THENCE S57°23'45"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 364.98 FEET TO THE POINT OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 88.44 FEET; THENCE ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 82°36'29" AND AN ARC DISTANCE OF 74.79 FEET, SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF S88°42'04"W, 71.12 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF WEST MARINA COVE DRIVE; THENCE N59°59'38"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 125.23 FEET TO THE SOUTHEAST CORNER OF A LIFT STATION PARCEL; THENCE N30°33'22"E ALONG THE EAST LINE OF SAID LIFT STATION PARCEL, 40.08 FEET TO THE NORTHEAST CORNER OF SAID LIFT STATION PARCEL; THENCE N60°01'19"W ALONG THE NORTH LINE OF SAID LIFT STATION PARCEL, 42.84 FEET TO THE NORTHWEST CORNER OF SAID LIFT STATION PARCEL; THENCE S29°57'06"W ALONG THE WEST LINE OF SAID LIFT STATION PARCEL, 40.05 FEET TO SAID NORTH RIGHT OF WAY LINE OF WEST MARINA COVE DRIVE; THENCE N59°59'38"W, ALONG SAID NORTH RIGHT OF WAY LINE OF WEST MARINA COVE DRIVE, 724.27 FEET TO THE POINT OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 530.00 FEET; THENCE WESTERLY 388.56 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 42°00'21", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N80°58'48"W, 379.92 FEET; THENCE S78°00'02"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 28.70 FEET; TO THE POINT OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 470.00 FEET; THENCE WESTERLY 287.72 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 32°38'14", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N85°40'52"W, 284.12 FEET; THENCE N65°46'50"W ALONG SAID NORTH RIGHT OF WAY LINE, 249.51 FEET TO THE POINT OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2089.86 FEET; THENCE WESTERLY 20.84 FEET, ALONG SAID CURVE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 00°34'17", SAID CURVE HAVING A CHORD BEARING AND DISTANCE OF N73°59'57"W, 20.84 FEET; THENCE N22°06'05"E, DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, 172.75 FEET TO THE EASTERLY EDGE OF A DELINEATED WETLAND LINE; THENCE NORTHERLY ALONG SAID EASTERLY WETLAND LINE THE FOLLOWING 5 COURSES: N51°38'16"E, 31.16 FEET; N08°28'16"W, 20.40 FEET; N37°42'51"W, 31.31 FEET; N04°47'54"W, 37.00 FEET; N32°10'28"W, 47.37 FEET; S76°30'11"W, 20.51 FEET; THENCE N04°27'28"E, A DISTANCE OF 48.88 FEET TO SAID EASTERLY WETLAND LINE; THENCE NORTHERLY ALONG SAID EASTERLY WETLAND LINE THE FOLLOWING 3 COURSES: N32°33'27"E, 17.89 FEET; N43°44'58"W, 26.14 FEET; N21°56'58"E, 26.01 FEET; THENCE N12°03'04"E, A DISTANCE OF 29.73 FEET; THENCE N24°55'27"E, A DISTANCE OF 34.21 FEET; THENCE N04°14'20"W, A DISTANCE OF 68.38 FEET TO SAID EASTERLY WETLAND LINE; THENCE NORTHERLY ALONG SAID EASTERLY WETLAND LINE THE FOLLOWING 10 COURSES: N05°43'23"E, 40.04 FEET; N07°48'52"E, 25.95 FEET; N54°45'14"E, 17.70 FEET; N00°13'23"E, 39.62 FEET; N17°12'59"E, 54.12 FEET; N10°21'22"E, 44.18 FEET; N48°18'45"W, 5.81 FEET; S54°39'33"W, 45.36 FEET; N79°26'01"W, 41.59 FEET; S85°28'10"W, 98.84 FEET; THENCE N03°44'06"W, A DISTANCE OF 112.42 FEET TO THE SOUTHEAST CORNER OF THE FISH ISLAND MARINA PROPERTY; THENCE N08°01'12"E ALONG THE EAST LINE OF SAID FISH ISLAND MARINA PROPERTY, 267 FEET, MORE OR LESS TO THE CENTERLINE OF A CREEK (BEING A TRIBUTARY OF MATANZAS RIVER); THENCE EASTERLY 1,225 FEET, MORE OR LESS, ALONG SAID CENTERLINE; THENCE SOUTH 27°23'47" EAST, 637 FEET, MORE OR LESS; THENCE SOUTH 42°37'17" EAST, 385.00 FEET; THENCE SOUTH 81°00'27" EAST, 708.06 FEET; THENCE SOUTH 00°01'50" EAST, 281.54 FEET; THENCE SOUTH 84°00'58" EAST, 439.34 FEET, TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28; THENCE SOUTH 89°02'13" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 585.22 FEET TO THE POINT OF BEGINNING.

CONTAINING: 53.8± ACRES, MORE OR LESS.

ADOPTION AND DEDICATION

THIS IS TO CERTIFY THAT ANT JV OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY ("OWNER") IS THE LAWFUL OWNER OF THE LANDS DESCRIBED IN THE CAPTION SHOWN HEREON WHICH SHALL HEREAFTER BE KNOWN AS ANTIGUA PHASE ONE, AND THAT IT HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS THE TRUE AND CORRECT PLAT OF SAID LANDS. ALL RIGHTS OF WAY DESIGNATED IN THIS PLAT AS BIRD ISLAND DRIVE, ANCIENT ISLAND DRIVE, SAINT BARTS AVENUE AND LEEWARD ISLAND DRIVE ARE HEREBY IRREVOCABLY DEDICATED TO THE CITY OF ST. AUGUSTINE, ITS SUCCESSORS AND ASSIGNS, TRACTS "A", "B", "C", "D", AND "E" (LAKE/STORMWATER), TRACT "F", (UPLAND BUFFER), TRACTS "H", AND "I" (CONSERVATION AREA), TRACTS "J", "K", "L" AND "R" (OPEN SPACE), TRACTS "M", "N", AND "O" (UTILITY TRACT) TRACT "P" (RECREATION AREA), TRACT "Q" (FUTURE USE), DRAINAGE EASEMENTS DRAINAGE AND ACCESS EASEMENTS, AND UTILITY EASEMENTS, SHALL REMAIN PRIVATELY OWNED AND THE SOLE AND EXCLUSIVE PROPERTY OF THE "OWNER", ITS SUCCESSORS AND ASSIGNS. THE OWNER SHALL ALSO RESERVE THE RIGHT TO CONVEY SAID TRACTS TO THE ANTIGUA HOMEOWNERS' ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION ("ASSOCIATION") OR ANOTHER PARTY. TRACT "G" (LIFT STATION) IS HEREBY IRREVOCABLY DEDICATED TO CITY OF ST. AUGUSTINE, ITS SUCCESSORS AND ASSIGNS.

THE "OWNER", ITS SUCCESSORS AND ASSIGNS, HEREBY GRANTS TO THE PRESENT AND FUTURE OWNERS OF THE LOTS SHOWN ON THIS PLAT AND ITS SUCCESSORS AND ASSIGNS, GUESTS, INVITEES, DOMESTIC HELP, DELIVERY, PICK-UP AND FIRE PROTECTION SERVICE PROVIDERS, POLICE AND OTHER AUTHORITIES OF THE LAW, UNITED STATES POSTAL CARRIERS, REPRESENTATIVES OF THE UTILITIES AND TELECOMMUNICATION COMPANIES AUTHORIZED BY SAID OWNER IN WRITING TO SERVE THE LAND SHOWN HEREON, HOLDERS OF MORTGAGE LIENS ON SUCH LANDS AND SUCH OTHER PERSONS AS MAY BE DESIGNATED, THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS AND MAINTENANCE OVER AND ACROSS PRIVATE ROADWAYS SHOWN ON THIS PLAT. THE OWNER, ITS SUCCESSORS AND ASSIGNS, RESERVES AND SHALL HAVE THE UNRESTRICTED AND ABSOLUTE RIGHT TO DENY INGRESS TO ANY PERSON WHO MAY CREATE OR PARTICIPATE IN A DISTURBANCE OR NUISANCE ON ANY PART OF THE LANDS SHOWN HEREON.

THE "OWNER", HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATES TO THE CITY OF ST. AUGUSTINE ("CITY") AND FLORIDA POWER AND LIGHT COMPANY ("FPL"), ITS SUCCESSORS AND ASSIGNS, EASEMENTS OVER, UPON, AND UNDER ALL ROAD RIGHTS OF WAY DESIGNATED HEREON, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND USE OF UTILITIES, TOGETHER WITH THE RIGHT OF THE CITY AND FPL, THEIR SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS TO AND OVER SAID ROAD RIGHTS OF WAY DESIGNATED HEREON.

UTILITY EASEMENTS ON THIS PLAT SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN THE MANNER AND SUBJECT TO THE PROVISIONS OF SECTION 177.091(28) OF THE CURRENT FLORIDA STATUTES; HOWEVER, ONLY CABLE TELEVISION SERVICE PROVIDERS SPECIFICALLY AUTHORIZED BY THE "OWNER", ITS SUCCESSORS AND ASSIGNS, TO SERVE THE LANDS SHOWN ON THIS PLAT, SHALL HAVE THE BENEFIT OF SAID EASEMENTS.

THOSE EASEMENTS DESIGNATED AS "F.P. & L. ELECTRIC EASEMENTS" ARE HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATED TO FLORIDA POWER AND LIGHT, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRICAL DISTRIBUTION SYSTEM; PROVIDED HOWEVER, THAT NO PARALLEL UTILITIES MAY BE INSTALLED WITHIN SAID EASEMENTS.

IN WITNESS WHEREOF, THE "OWNER" HAS CAUSED THIS PLAT AND DEDICATION TO BE EXECUTED BY ITS DULY ELECTED OFFICERS, ACTING BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS.

WITNESSES:

PRINT NAME: John J. DeanOWNER: ANT JV OWNER, LLC,
A DELAWARE LIMITED LIABILITY COMPANYBY: P. Zalupski

PATRICK ZALUPSKI, MANAGER

CERTIFICATE OF PLAT REVIEW

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING FOR THE CITY OF ST. AUGUSTINE, FLORIDA ON THIS 12 DAY OF Sept., 2018.

BY: Bill Faust
BILL FAUST, P.S.M., CITY PLAT REVIEW
PROFESSIONAL LAND SURVEYOR AND MAPPER LICENSE NUMBER 6800

CERTIFICATE OF THE CLERK

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND IS RECORDED IN MAP BOOK 93, PAGE 18-25 OF THE PUBLIC RECORDS ST. JOHNS COUNTY, FLORIDA ON THIS 12 DAY OF Sept., 2018.

BY: H. Conrad
ST. JOHNS COUNTY CLERK OF THE CIRCUIT COURT

CERTIFICATE OF THE CITY ATTORNEY

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY ATTORNEY FOR THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, ON THIS 26 DAY OF Sept., 2018.

BY: Scott
ATTORNEY FOR CITY OF ST. AUGUSTINE, FLORIDA

CERTIFICATE OF CITY FINANCE DIRECTOR

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY FINANCE DIRECTOR FOR THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA ON THIS 12 DAY OF Sept., 2018.

BY: Lu P. Lofur
CITY OF ST. AUGUSTINE FINANCE DIRECTOR

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING CURRENTLY LICENSED AND REGISTERED BY THE STATE OF FLORIDA AS A PROFESSIONAL SURVEYOR AND MAPPER, DOES HEREBY CERTIFY THAT THE ABOVE PLAT WAS PREPARED UNDER HIS OR HER DIRECTION AND SUPERVISION, AND THAT THE PLAT COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, PLATTING, CURRENT FLORIDA STATUTES.

SIGNED AND SEALED THIS 11th DAY OF Sept., A.D. 2018.

James D. Harrison
JAMES D. HARRISON
PROFESSIONAL SURVEYOR & MAPPER, LICENSE NUMBER 26477
ALL AMERICAN SURVEYORS OF FLORIDA, INC.

STATE OF FLORIDA, COUNTY OF ST. JOHNS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 12th DAY OF September, A.D., 2018, BY PATRICK ZALUPSKI, MANAGER OF ANT JV OWNER, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, AND WHO IS PERSONALLY KNOWN TO THE UNDERSIGNED AND DID NOT TAKE AN OATH, OR PRODUCE IDENTIFICATION.

MY COMMISSION EXPIRES June 3, 2021

COMMISSION NUMBER 66165843

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

NAME Leslie Joyce Richardson

MAP BOOK 93 PAGE 18SHEET 1 OF 8 SHEETS
SEE SHEET 2 FOR GENERAL NOTES

CERTIFICATE OF CITY MANAGER

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY MANAGER FOR THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA ON THIS 12th DAY OF Sept., 2018.

BY: John
CITY MANAGER FOR THE CITY OF ST. AUGUSTINE

CERTIFICATE OF APPROVAL OF THE CITY PUBLIC WORKS DEPARTMENT

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY PUBLIC WORKS DEPARTMENT FOR THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA ON THIS 12 DAY OF Sept., 2018.

BY: Michael
CITY OF ST. AUGUSTINE DIRECTOR OF PUBLIC WORKS

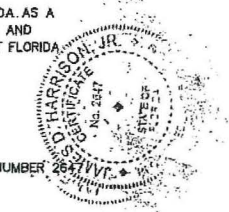
CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS IS TO CERTIFY THAT ON THIS 24th DAY OF September, 2018, THE FOREGOING PLAT WAS APPROVED AND ACCEPTED BY THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA. THIS ACCEPTANCE OF DEDICATED AREAS IF ANY, SHALL NOT BE DEEMED AS REQUIRING CONSTRUCTION OR MAINTENANCE BY THE CITY OF SAID AREAS.

CITY COMMISSIONER OF ST. AUGUSTINE, FLORIDA

BY: John
MAYOR-COMMISSIONER

BY: Donna
CITY CLERK



PREPARED BY
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
3751 SAN JOSE PLACE SUITE 15
JACKSONVILLE, FLORIDA 32257
904-279-0088
LICENSED BUSINESS NO. 3857

ANTIGUA PHASE ONE

A PORTION OF SECTIONS 28 AND 29, AND A PART OF GOVERNMENT LOTS 1, 2 AND 4, ALL IN TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE ST. JOHNS COUNTY, FLORIDA

MAP BOOK 93 PAGE 19

SHEET 2 OF 8 SHEETS

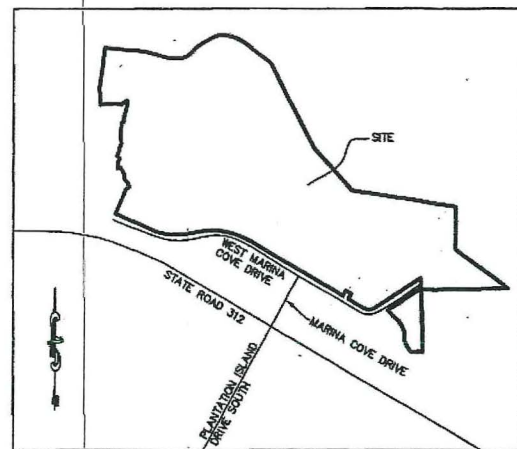
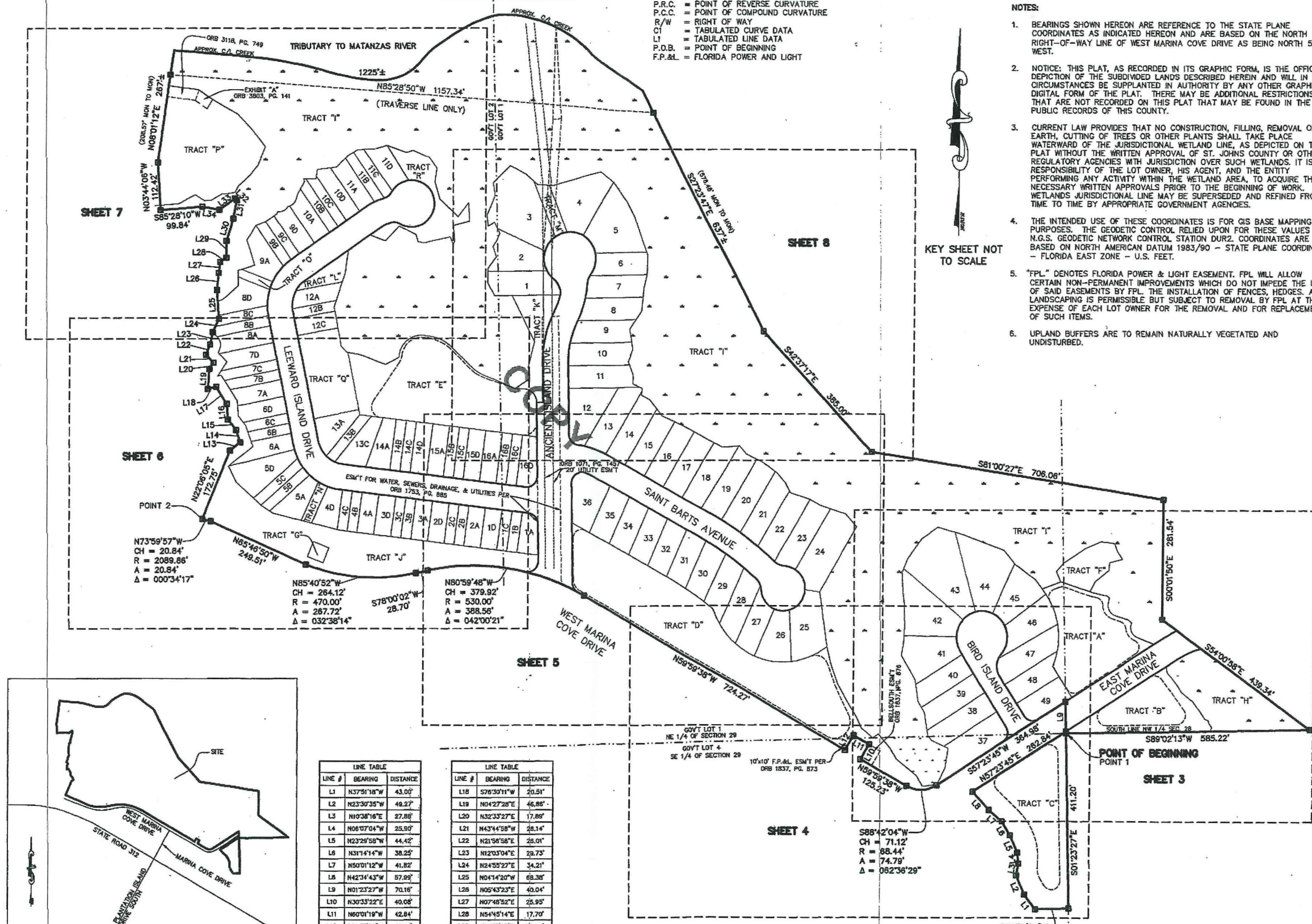
LEGEND

- = SET 4"x4" CONCRETE MONUMENT STAMPED LB 3857; UNLESS NOTED OTHERWISE
- = SET NAIL & DISK STAMPED LB 3857
- P.C. = POINT OF CURVATURE
- P.T. = POINT OF TANGENCY
- P.R.C. = POINT OF REVERSE CURVATURE
- P.C.C. = POINT OF COMPOUND CURVATURE
- R/W = RIGHT OF WAY
- C1 = TABULATED CURVE DATA
- L1 = TABULATED LINE DATA
- P.O.B. = POINT OF BEGINNING
- F.P.&L. = FLORIDA POWER AND LIGHT

NOTES:

- BEARINGS SHOWN HEREON ARE REFERENCE TO THE STATE PLANE COORDINATES AS INDICATED HEREON AND ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF WEST MARINA COVE DRIVE AS BEING NORTH 59°59'38" WEST.
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
- CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, CUTTING OF TREES OR OTHER PLANTS SHALL TAKE PLACE WATERWARD OF THE JURISDICTIONAL WETLAND LINE, AS DEPICTED ON THIS PLAT WITHOUT THE WRITTEN APPROVAL OF ST. JOHNS COUNTY OR OTHER REGULATORY AGENCIES WITH JURISDICTION OVER SUCH WETLANDS. IT IS THE RESPONSIBILITY OF THE LOT OWNER, HIS AGENT, AND THE ENTITY PERFORMING ANY ACTIVITY WITHIN THE WETLAND AREA, TO ACQUIRE THE NECESSARY WRITTEN APPROVALS PRIOR TO THE BEGINNING OF WORK. THIS WETLANDS JURISDICTIONAL LINE MAY BE SUPERSEDED AND REFINED FROM TIME TO TIME BY APPROPRIATE GOVERNMENT AGENCIES.
- THE INTENDED USE OF THESE COORDINATES IS FOR GIS BASE MAPPING PURPOSES. THE GEODETIC CONTROL RELIED UPON FOR THESE VALUES WAS N.G.S. GEODETIC NETWORK CONTROL STATION DUR2. COORDINATES ARE BASED ON NORTH AMERICAN DATUM 1983/90 - STATE PLANE COORDINATES - FLORIDA EAST ZONE - U.S. FEET.
- "FPL" DENOTES FLORIDA POWER & LIGHT EASEMENT. FPL WILL ALLOW CERTAIN NON-PERMANENT IMPROVEMENTS WHICH DO NOT IMPEDE THE USE OF SAID EASEMENTS BY FPL. THE INSTALLATION OF FENCES, HEDGES, AND LANDSCAPING IS PERMISSIBLE BUT SUBJECT TO REMOVAL BY FPL AT THE EXPENSE OF EACH LOT OWNER FOR THE REMOVAL AND FOR REPLACEMENT OF SUCH ITEMS.
- UPLAND BUFFERS ARE TO REMAIN NATURALLY VEGETATED AND UNDISTURBED.

KEY SHEET NOT TO SCALE



LINE #	BEARING	DISTANCE
L1	N37°51'18"W	43.00'
L2	N23°30'35"W	49.27'
L3	N10°38'16"E	27.88'
L4	N06°07'04"W	25.90'
L5	N23°29'58"W	44.42'
L6	N31°14'14"W	38.25'
L7	N50°01'12"W	41.82'
L8	N42°34'43"W	57.99'
L9	N01°23'27"W	70.16'
L10	N30°33'22"E	40.08'
L11	N60°01'18"W	42.84'
L12	S29°57'06"W	40.05'
L13	N51°38'16"E	31.18'
L14	N19°29'09"W	30.40'
L15	N37°42'51"W	31.31'
L16	N04°47'54"W	37.00'
L17	N32°10'28"W	47.37'

LINE #	BEARING	DISTANCE
L18	S76°30'11"W	20.51'
L19	N04°27'28"E	46.86'
L20	N32°33'27"E	17.89'
L21	N43°44'58"W	25.14'
L22	N21°56'58"E	26.01'
L23	N12°03'04"E	29.73'
L24	N24°55'27"E	34.21'
L25	N04°14'20"W	68.38'
L26	N05°43'23"E	40.04'
L27	N07°48'52"E	25.95'
L28	N54°45'14"E	17.70'
L29	N00°13'23"E	39.62'
L30	N17°12'59"E	54.12'
L31	N10°21'22"E	44.18'
L32	N48°18'45"W	5.81'
L33	S94°39'33"W	45.36'
L34	N79°26'01"W	41.59'

POINT	NORTHING	EASTING	DESCRIPTION
1 - POB	2011365.53	562926.09	N.E. CORNER OF GOV. LOT 4
2	2011868.84	560859.09	S.W. CORNER OF PLAT

PREPARED BY
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
3751 SAN JOSE PLACE SUITE 15
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LICENSED BUSINESS NO. 3857

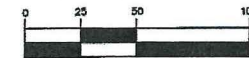
ANTIGUA PHASE ONE

A PORTION OF SECTIONS 28 AND 29, AND A PART OF GOVERNMENT LOTS 1, 2 AND 4, ALL IN TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 93 PAGE 20

SHEET 3 OF 8 SHEETS
SEE SHEET 2 FOR GENERAL NOTES

GRAPHIC SCALE

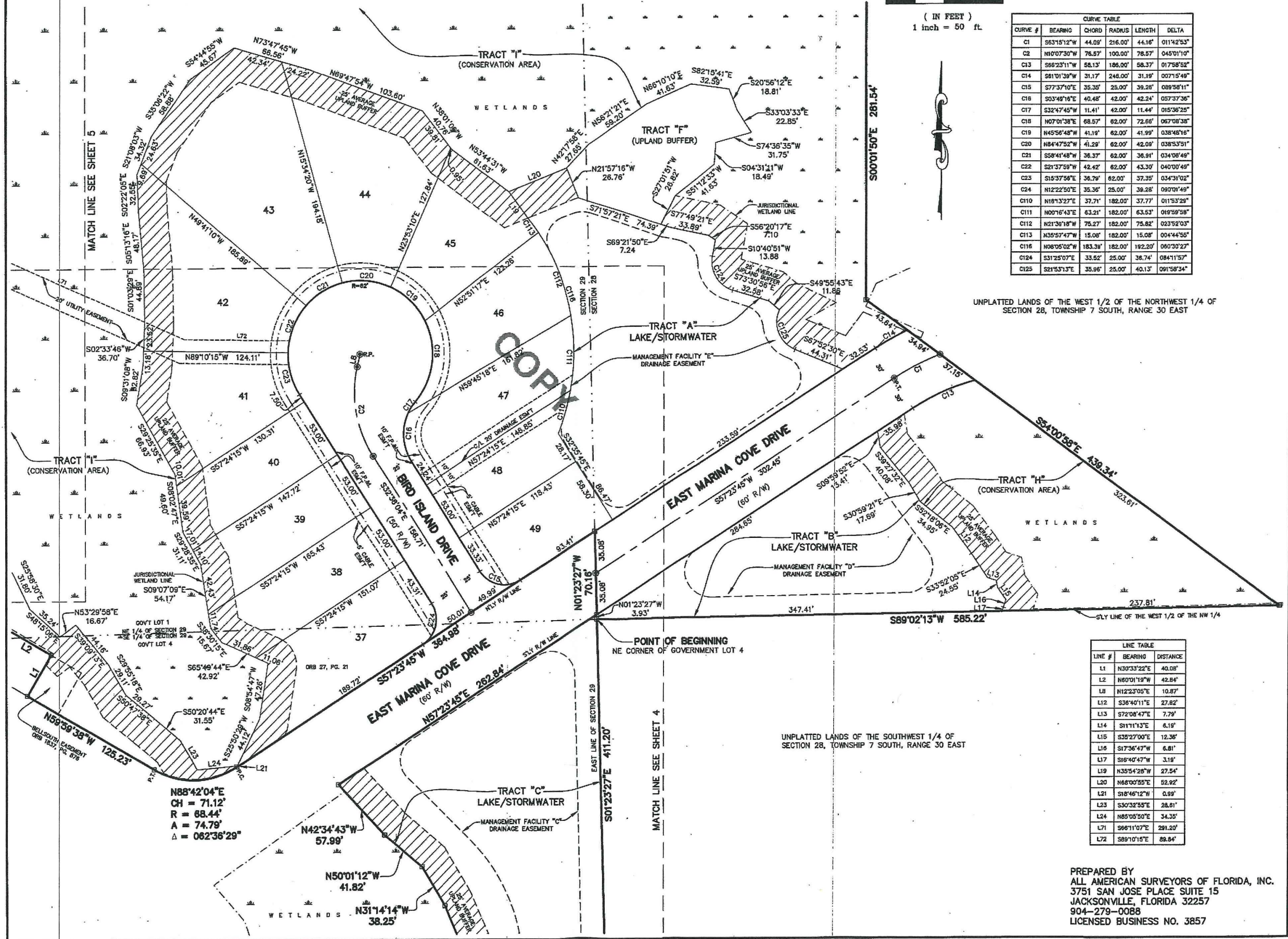


CURVE TABLE				
CURVE #	BEARING	CHORD	RADIUS	DELTA
C1	S63°15'12"W	44.09'	216.00'	44.16'
C2	N10°07'30"W	76.57'	100.00'	76.57'
C3	S65°23'11"W	58.13'	186.00'	58.37'
C4	S61°01'39"W	31.17'	248.00'	31.19'
C5	S77°37'10"E	35.35'	25.00'	39.25'
C6	S03°48'16"E	40.48'	42.00'	42.24'
C7	S32°47'45"W	11.41'	42.00'	11.44'
C8	N07°01'38"E	68.57'	62.00'	72.68'
C9	N45°56'48"W	41.19'	62.00'	41.99'
C20	N84°47'52"W	41.29'	62.00'	42.09'
C21	S58°41'48"W	36.37'	62.00'	36.91'
C22	S21°37'59"W	42.42'	62.00'	43.30'
C23	S15°37'58"E	36.79'	62.00'	37.35'
C24	N12°22'50"E	35.36'	25.00'	39.28'
C10	N18°13'27"E	37.71'	182.00'	37.77'
C11	N00°16'43"E	63.21'	182.00'	63.63'
C12	N21°38'18"W	75.27'	182.00'	75.82'
C13	N35°57'47"W	15.06'	182.00'	15.08'
C16	N08°05'02"W	183.38'	182.00'	192.20'
C18	S31°25'07"E	33.52'	25.00'	36.74'
C125	S21°53'13"E	35.96'	25.00'	40.13'

UNPLATTED LANDS OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 7 SOUTH, RANGE 30 EAST

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N30°33'22"E	40.08'
L2	N60°01'19"W	42.84'
L8	N12°23'05"E	10.87'
L12	S36°40'11"E	27.82'
L13	S72°08'47"E	7.79'
L14	S11°11'13"E	6.19'
L15	S38°27'00"E	12.38'
L16	S17°36'43"W	6.81'
L17	S16°40'47"W	3.19'
L19	N35°54'28"W	27.54'
L20	N68°00'55"E	52.92'
L21	S18°46'12"W	0.99'
L23	S30°32'55"E	28.61'
L24	N85°05'50"E	34.35'
L71	S66°11'07"E	291.20'
L72	S89°10'15"E	89.84'

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904-279-0088
LICENSED BUSINESS NO. 3857

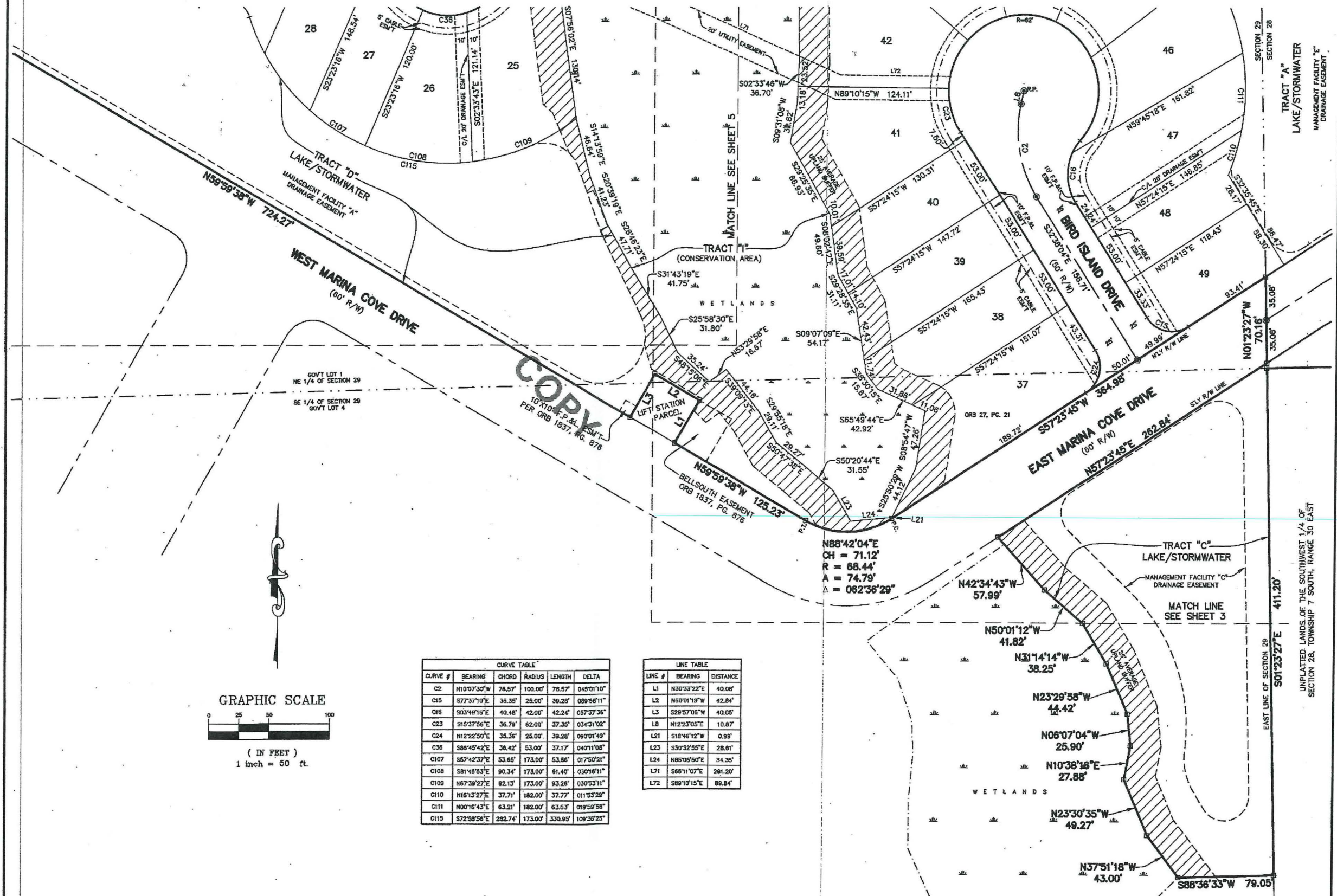


ANTIGUA PHASE ONE

A PORTION OF SECTIONS 28 AND 29, AND A PART OF GOVERNMENT
LOTS 1, 2 AND 4, ALL IN TOWNSHIP 7 SOUTH, RANGE 30 EAST,
CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA.

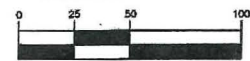
MAP BOOK 93 PAGE 21

SHEET 4 OF 8 SHEETS
SEE SHEET 2 FOR GENERAL NOTES



COPY
10' X 10' F.P. & E.S.M.T.
PER ORB 1837, PG. 876

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

CURVE #	BEARING	CHORD	RADIUS	LENGTH	DELTA
C2	N10°07'30"W	76.57'	100.00'	76.57'	045°01'10"
C15	S77°57'10"E	35.35'	25.00'	39.28'	089°58'11"
C16	S03°49'15"E	40.48'	42.00'	42.24'	057°37'38"
C23	S15°37'56"E	36.79'	62.00'	37.35'	034°31'02"
C24	N12°22'50"E	35.36'	25.00'	39.28'	090°01'49"
C36	S86°45'42"E	36.42'	53.00'	37.17'	040°11'08"
C107	S57°42'37"E	53.65'	173.00'	53.88'	017°50'21"
C108	S81°48'53"E	90.34'	173.00'	91.40'	030°16'11"
C109	N67°38'27"E	92.13'	173.00'	93.28'	030°53'11"
C110	N16°13'27"E	37.71'	182.00'	37.77'	011°53'29"
C111	N00°16'43"E	63.21'	182.00'	63.53'	019°59'58"
C115	S72°58'56"E	282.74'	173.00'	330.95'	109°58'25"

LINE #	BEARING	DISTANCE
L1	N30°33'22"E	40.05'
L2	N60°01'19"W	42.84'
L3	S29°57'06"W	40.05'
L8	N12°23'08"E	10.87'
L21	S18°46'12"W	0.98'
L23	S30°32'55"E	28.61'
L24	N85°05'50"E	34.35'
L71	S66°11'07"E	291.20'
L72	S89°10'15"E	89.84'

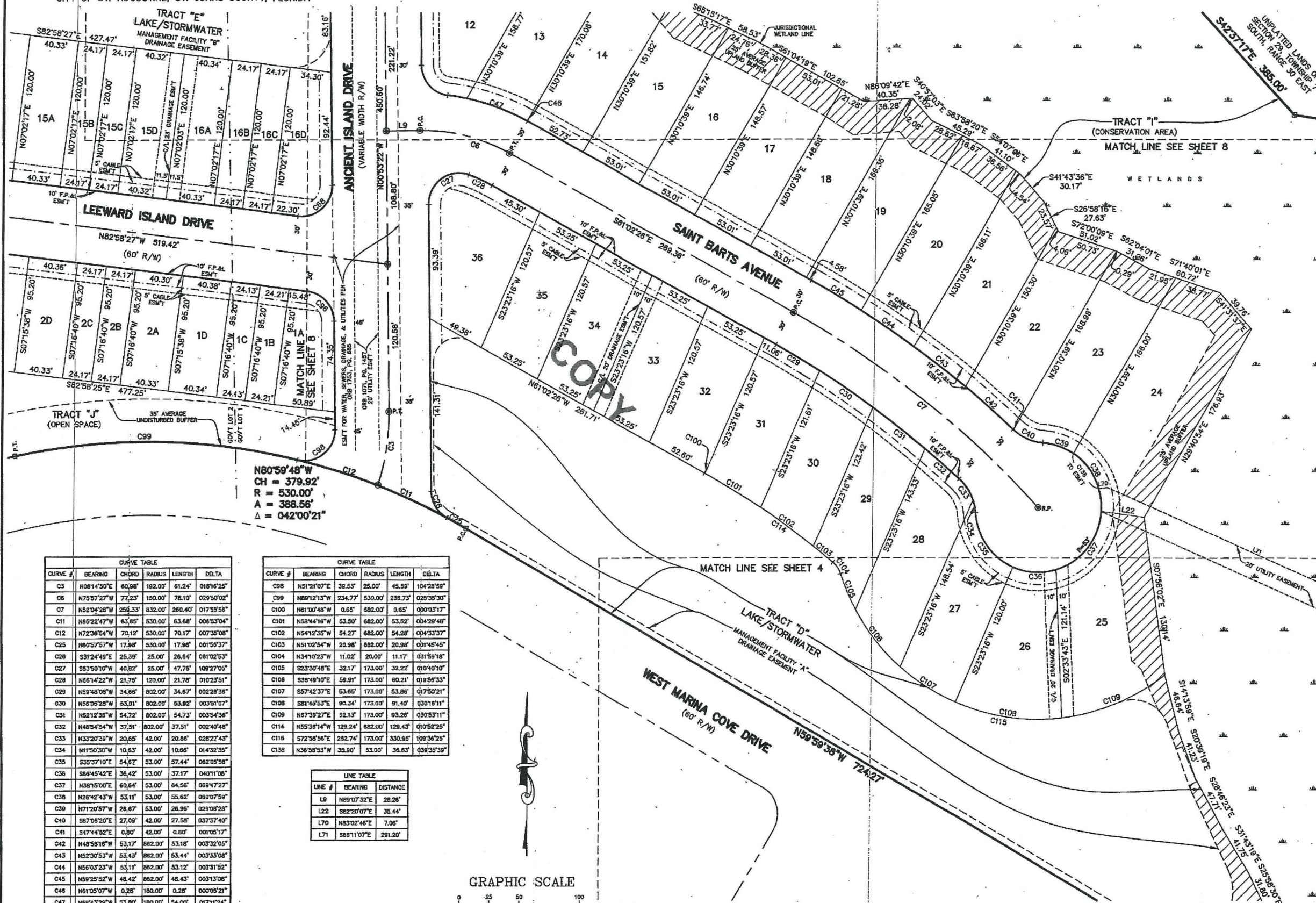
PREPARED BY
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
3751 SAN JOSE PLACE SUITE 15
JACKSONVILLE, FLORIDA 32257
904-279-0088
LICENSED BUSINESS NO. 3857

ANTIGUA PHASE ONE

A PORTION OF SECTIONS 28 AND 29, AND A PART OF GOVERNMENT LOTS 1, 2 AND 4, ALL IN TOWNSHIP 7 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 93 PAGE 22

SHEET 5 OF 8 SHEETS
SEE SHEET 2 FOR GENERAL NOTES

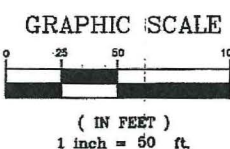


N80°59'48"W
CH = 379.92'
R = 530.00'
A = 388.56'
Δ = 042°00'21"

CURVE #	BEARING	CHORD	RADIUS	LENGTH	DELTA
C3	N08°14'50"E	60.98'	192.00'	61.24'	018°16'28"
C8	N75°57'27"W	77.23'	150.00'	78.10'	029°30'02"
C7	N82°04'28"W	256.33'	832.00'	260.40'	017°55'58"
C11	N65°22'47"W	83.95'	530.00'	63.68'	004°53'04"
C12	N72°36'54"W	70.12'	530.00'	70.17'	007°35'08"
C25	N80°57'57"W	17.95'	530.00'	17.95'	001°56'37"
C28	S31°24'49"E	25.39'	25.00'	26.64'	081°02'53"
C27	S53°50'10"W	40.82'	25.00'	47.76'	109°27'05"
C28	N66°14'22"W	21.75'	120.00'	21.78'	010°23'51"
C29	N59°48'08"W	34.66'	802.00'	34.67'	002°28'36"
C30	N66°05'28"W	53.91'	802.00'	53.92'	003°51'07"
C31	N52°12'35"W	54.72'	802.00'	54.73'	003°54'36"
C32	N48°54'54"W	37.51'	802.00'	37.51'	002°40'48"
C33	N33°20'39"W	20.65'	42.00'	20.86'	028°27'43"
C34	N11°50'30"W	10.63'	42.00'	10.66'	014°32'55"
C35	S35°37'10"E	54.67'	53.00'	57.44'	082°05'58"
C36	S86°45'42"E	36.42'	53.00'	37.17'	040°11'08"
C37	N38°15'00"E	60.64'	53.00'	64.56'	068°47'27"
C38	N26°42'43"W	53.11'	53.00'	55.62'	080°07'59"
C39	N71°20'57"W	26.67'	53.00'	28.96'	029°05'28"
C40	S67°06'20"E	27.09'	42.00'	27.58'	037°37'40"
C41	S47°44'32"E	0.80'	42.00'	0.80'	001°05'17"
C42	N48°58'16"W	53.17'	882.00'	53.18'	003°32'05"
C43	N52°30'53"W	53.43'	882.00'	53.44'	003°33'08"
C44	N56°03'23"W	53.11'	882.00'	53.12'	003°31'52"
C45	N59°25'52"W	48.42'	882.00'	48.43'	003°13'08"
C46	N61°05'07"W	0.28'	180.00'	0.28'	000°05'21"
C47	N59°43'22"W	53.80'	180.00'	54.00'	017°11'24"
C48	N48°04'05"E	37.71'	25.00'	42.72'	087°54'55"
C49	N41°55'55"W	32.83'	25.00'	35.82'	082°05'05"

CURVE #	BEARING	CHORD	RADIUS	LENGTH	DELTA
C98	N51°21'07"E	39.63'	25.00'	45.59'	104°28'59"
C99	N89°12'13"W	234.77'	530.00'	238.73'	028°35'30"
C100	N61°00'48"W	0.65'	682.00'	0.65'	000°03'17"
C101	N58°44'16"W	53.50'	682.00'	53.52'	004°29'48"
C102	N54°12'35"W	54.27'	682.00'	54.28'	004°33'37"
C103	N51°02'54"W	20.98'	682.00'	20.98'	001°45'45"
C104	N34°10'23"W	11.02'	20.00'	11.17'	031°59'18"
C105	S23°30'48"E	32.17'	173.00'	32.22'	010°40'10"
C106	S38°49'10"E	59.91'	173.00'	60.21'	019°56'33"
C107	S57°42'37"E	53.69'	173.00'	53.86'	017°50'21"
C108	S81°45'55"E	90.34'	173.00'	91.40'	030°16'11"
C109	N67°39'27"E	92.13'	173.00'	93.26'	030°53'11"
C114	N55°36'14"W	129.24'	682.00'	129.43'	010°52'25"
C115	S72°58'56"E	282.74'	173.00'	330.95'	109°36'25"
C138	N36°58'53"W	35.90'	53.00'	36.63'	039°35'39"

LINE #	BEARING	DISTANCE
L9	N89°07'32"E	28.28'
L22	S82°20'07"E	35.44'
L70	N83°02'46"E	7.06'
L71	S65°11'07"E	291.20'



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LICENSED BUSINESS NO. 3857

ANTIGUA PHASE ONE

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LOTS 1, 2 AND 4, ALL IN TOWNSHIP 7 SOUTH, RANGE 30 EAST,
CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 93 PAGE 23

SHEET 8 OF 8 SHEETS
SEE SHEET 2 FOR GENERAL NOTES

GRAPHIC SCALE



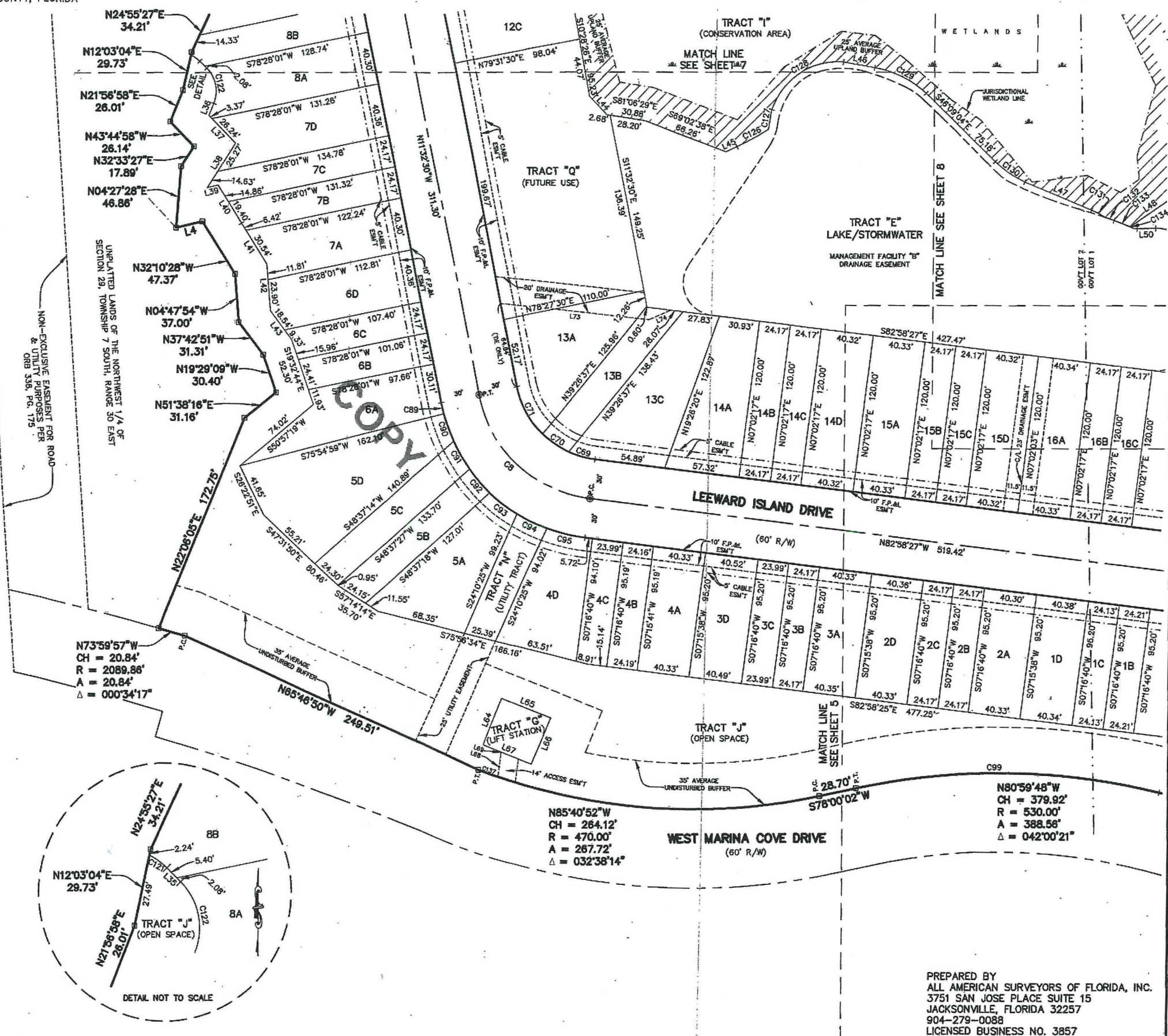
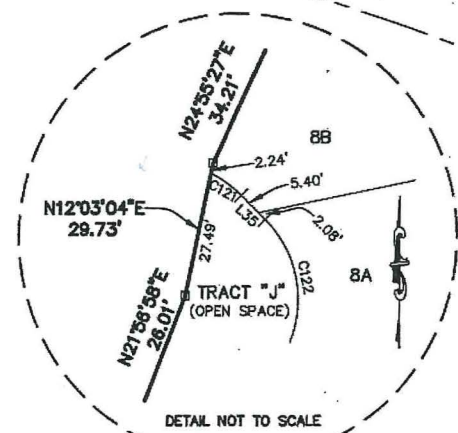
(IN FEET)
1 inch = 50 ft.

CURVE #	BEARING	CHORD	RADIUS	LENGTH	DELTA
C6	S47°15'29"E	118.73'	100.00'	124.87'	071°25'57"
C69	S74°21'31"E	20.97'	70.00'	21.05'	017°13'52"
C70	S55°45'38"E	24.27'	70.00'	24.39'	019°57'54"
C71	S28°39'36"E	41.21'	70.00'	41.83'	034°14'11"
C89	S13°27'27"E	8.69'	130.00'	8.69'	003°49'53"
C90	S20°17'28"E	22.29'	130.00'	22.31'	009°50'06"
C91	S30°38'17"E	24.60'	130.00'	24.84'	010°51'36"
C92	S41°24'03"E	24.16'	130.00'	24.20'	010°39'56"
C93	S52°39'38"E	26.85'	130.00'	26.90'	011°51'16"
C94	S64°08'29"E	25.01'	130.00'	25.05'	011°02'28"
C95	S76°18'05"E	30.21'	130.00'	30.26'	013°20'48"
C99	N89°12'13"W	234.77'	530.00'	238.73'	025°35'30"
C121	N54°22'52"W	8.33'	25.00'	8.37'	019°11'02"
C122	N11°27'12"W	27.48'	25.00'	29.09'	086°40'17"
C126	N61°09'06"E	27.14'	228.68'	27.16'	006°48'17"
C127	S09°53'23"W	15.37'	888.84'	15.37'	000°59'28"
C128	S58°33'13"W	66.05'	53.88'	71.10'	075°38'28"
C129	N84°00'52"W	44.23'	80.58'	44.80'	031°51'28"
C130	S55°49'24"E	27.63'	82.23'	27.76'	019°20'41"
C131	N82°44'29"W	11.76'	73.14'	11.77'	009°13'11"
C132	N70°57'46"W	7.44'	472.08'	7.44'	000°54'09"
C133	N68°14'24"W	13.59'	184.95'	13.59'	004°12'39"
C134	N65°57'32"W	1.13'	184.95'	1.13'	000°21'05"
C137	S70°21'11"E	18.25'	470.00'	18.25'	001°58'53"

LINE #	BEARING	DISTANCE
L4	S78°30'11"W	20.51'
L35	S44°47'21"E	7.48'
L38	S21°52'56"W	9.86'
L37	S43°52'02"E	29.81'
L38	S32°24'59"W	39.90'
L39	N78°35'28"E	8.39'
L40	S32°06'33"E	34.26'
L41	S32°15'02"E	36.97'
L42	S04°50'59"E	35.71'
L43	S37°46'37"E	27.88'
L44	S43°33'57"E	19.41'
L45	N64°19'58"E	9.38'
L46	S79°55'34"E	24.53'
L47	S67°20'57"E	55.84'
L48	N55°33'12"E	49.45'
L50	S88°28'38"W	14.46'
L64	N22°00'43"E	38.00'
L65	S67°59'17"E	40.00'
L66	S22°00'43"W	38.00'
L67	N67°59'17"W	40.00'
L68	N07°05'04"E	18.49'
L69	N23°17'42"E	0.61'
L73	S83°46'28"E	115.29'
L74	N66°47'22"E	18.30'

NON-EXCLUSIVE EASEMENT FOR ROAD
& UTILITY PURPOSES PER
ORD 338, PG. 175

N73°59'57"W
CH = 20.84'
R = 2089.86'
A = 20.84'
Δ = 000°34'17"



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CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 93 PAGE 24

SHEET 7 OF 8 SHEETS
SEE SHEET 2 FOR GENERAL NOTES

GRAPHIC SCALE

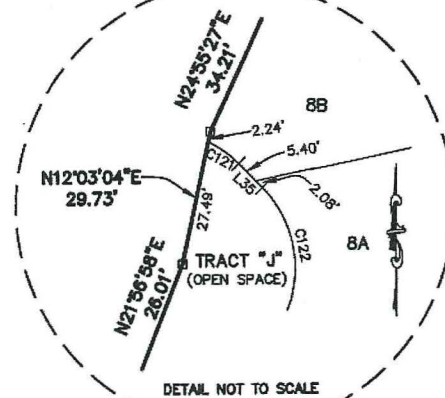


(IN FEET)
1 inch = 50 ft.

CURVE #	BEARING	CHORD	RADIUS	LENGTH	DELTA
C9	S21°52'17"W	110.28'	100.00'	116.81'	066°55'35"
C10	S64°45'15"W	32.58'	100.00'	32.71'	018°44'20"
C72	S06°28'27"E	5.05'	70.00'	5.05'	004°08'08"
C73	S10°34'20"W	43.21'	70.00'	43.93'	035°57'28"
C74	S41°58'05"W	32.48'	70.00'	32.78'	026°50'01"
C75	S84°45'15"W	22.79'	70.00'	22.89'	018°44'20"
C76	N82°35'34"W	19.76'	25.00'	20.32'	046°34'03"
C77	N11°32'00"E	103.91'	55.00'	209.57'	218°18'55"
C78	S57°16'38"W	46.66'	55.00'	48.19'	050°11'49"
C79	S29°52'03"W	4.44'	55.00'	4.44'	004°37'21"
C80	N50°50'24"E	19.79'	25.00'	20.32'	046°34'03"
C81	S89°23'38"W	21.44'	130.00'	21.47'	009°27'38"
C82	S80°01'28"W	21.03'	130.00'	21.05'	008°18'42"
C83	S50°05'03"W	24.02'	130.00'	24.05'	010°36'04"
C84	S35°02'58"W	43.96'	130.00'	44.17'	019°28'05"
C85	S20°54'13"W	20.00'	130.00'	20.02'	008°49'27"
C86	S08°03'00"W	38.17'	130.00'	38.31'	016°52'59"
C87	S05°44'44"E	24.28'	130.00'	24.30'	010°42'28"
C88	S11°19'14"E	1.00'	130.00'	1.00'	000°28'32"
C117	N46°52'09"E	21.74'	25.11'	22.48'	051°17'55"
C118	N77°03'56"E	3.98'	25.11'	3.98'	009°05'39"
C119	N62°03'57"E	27.82'	25.25'	28.47'	066°52'07"
C120	N67°55'26"E	16.36'	25.00'	16.68'	038°11'20"
C121	N54°22'52"W	8.33'	25.00'	8.37'	019°11'02"
C122	N11°27'12"W	27.48'	25.00'	28.09'	086°40'17"
C123	N51°24'59"E	25.28'	25.11'	26.46'	060°23'34"
C126	N61°09'06"E	27.14'	228.68'	27.16'	006°48'17"
C127	S08°53'23"W	15.37'	888.84'	15.37'	000°59'28"
C128	S58°33'13"W	66.06'	53.88'	71.10'	075°38'28"
C129	N64°00'52"W	44.23'	80.58'	44.80'	031°51'28"
C140	N59°14'32"E	96.62'	55.00'	117.97'	122°53'53"

LINE #	BEARING	DISTANCE
L5	N48°18'45"W	5.81'
L6	S54°39'33"W	45.36'
L7	N79°26'01"W	41.59'
L11	N74°07'26"E	62.14'
L25	S58°59'00"W	1.55'
L26	S08°19'52"W	20.98'
L27	S09°11'26"W	29.63'
L28	S19°22'23"E	5.15'
L29	S28°35'24"W	33.07'
L30	S15°56'50"W	14.19'
L31	S22°38'20"W	5.29'
L32	S69°15'29"W	24.08'
L33	S30°52'18"W	21.14'
L34	S32°31'54"W	18.22'
L35	S44°47'21"E	7.48'
L36	S21°52'56"W	9.88'
L37	S43°52'02"E	29.61'
L44	S43°33'57"E	19.41'

LINE #	BEARING	DISTANCE
L48	S79°56'34"E	24.53'
L55	S07°48'14"W	21.90'
L56	S06°40'44"W	11.87'
L57	S46°43'27"E	60.60'
L58	N37°28'26"E	41.45'
L59	S06°52'37"E	5.29'
L60	S03°11'27"E	38.16'
L61	S23°11'54"W	8.89'
L62	N22°57'18"W	19.05'
L63	N16°55'33"W	17.58'
L75	N71°49'37"E	16.57'
L76	S65°42'08"E	26.27'
L77	S69°24'52"E	14.43'
L78	S36°49'37"E	23.39'
L79	S39°59'31"E	8.36'
L80	S75°39'02"W	40.60'
L81	N63°04'08"W	45.08'
L82	S42°56'07"W	47.50'
L83	S84°43'40"E	291.67'

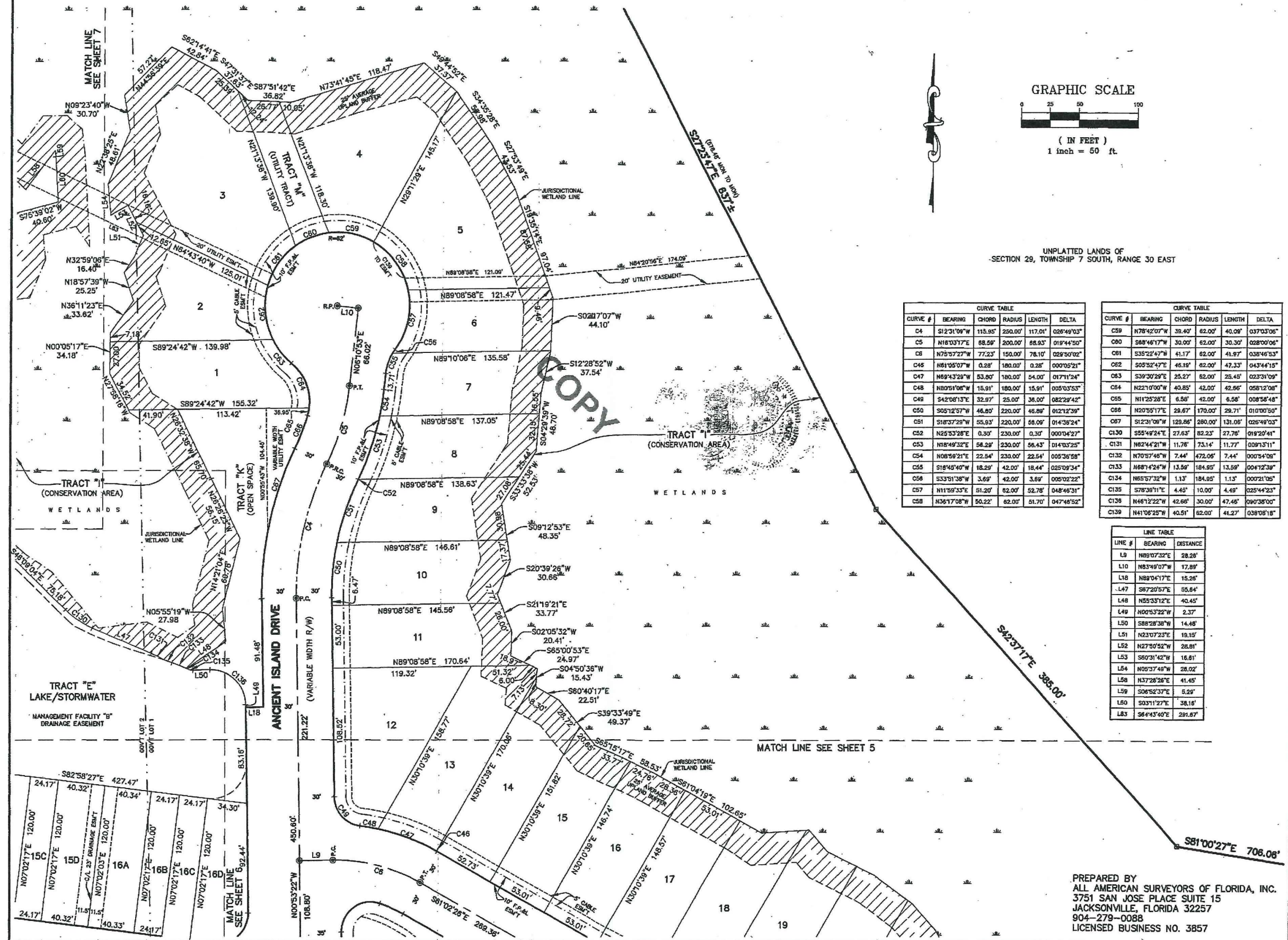


ANTIGUA PHASE ONE

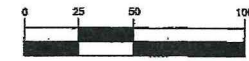
A PORTION OF SECTIONS 28 AND 29, AND A PART OF GOVERNMENT
LOTS 1, 2 AND 4, ALL IN TOWNSHIP 7 SOUTH, RANGE 30 EAST,
CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

MAP BOOK 93 PAGE 25

SHEET 8 OF 8 SHEETS
SEE SHEET 2 FOR GENERAL NOTES



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.

UNPLATTED LANDS OF
SECTION 29, TOWNSHIP 7 SOUTH, RANGE 30 EAST

CURVE #	BEARING	CHORD	RADIUS	LENGTH	DELTA
C4	S12°31'09"W	115.95'	250.00'	117.01'	028°49'03"
C5	N16°03'17"E	88.59'	200.00'	88.83'	019°44'50"
C6	N75°57'27"W	77.23'	150.00'	78.10'	029°50'02"
C46	N81°05'07"W	0.28'	180.00'	0.28'	000°05'21"
C47	N89°43'28"W	53.80'	180.00'	54.00'	017°11'24"
C48	N80°51'08"W	15.91'	180.00'	15.91'	005°03'53"
C49	S42°08'13"E	32.97'	25.00'	38.00'	082°29'42"
C50	S05°12'57"W	46.80'	220.00'	46.88'	012°12'39"
C51	S18°37'29"W	55.93'	220.00'	56.09'	014°38'24"
C52	N25°53'28"E	0.30'	230.00'	0.30'	000°04'27"
C53	N18°49'32"E	58.28'	230.00'	58.43'	014°03'25"
C54	N08°58'21"E	22.54'	230.00'	22.54'	005°36'58"
C55	S18°45'40"W	18.29'	42.00'	18.44'	025°09'34"
C56	S33°51'38"W	3.69'	42.00'	3.69'	005°02'22"
C57	N11°59'33"E	51.20'	82.00'	52.78'	048°46'31"
C58	N36°17'08"W	50.22'	82.00'	51.70'	047°46'52"

CURVE #	BEARING	CHORD	RADIUS	LENGTH	DELTA
C59	N78°42'07"W	38.40'	62.00'	40.09'	037°03'06"
C60	S89°46'17"W	30.00'	62.00'	30.30'	028°00'06"
C61	S35°22'47"W	41.17'	62.00'	41.67'	038°46'53"
C62	S05°52'47"E	46.19'	62.00'	47.33'	043°44'15"
C63	S39°30'28"E	25.27'	62.00'	25.45'	023°31'09"
C64	N22°10'00"W	40.85'	42.00'	42.66'	058°12'08"
C65	N11°25'28"E	6.58'	42.00'	6.58'	008°58'48"
C66	N20°55'17"E	29.67'	170.00'	29.71'	010°00'50"
C67	S12°31'09"W	129.86'	280.00'	131.06'	025°49'03"
C130	S55°49'24"E	27.63'	82.23'	27.78'	019°29'41"
C131	N82°44'21"W	11.76'	73.14'	11.77'	009°13'11"
C132	N70°57'46"W	7.44'	472.06'	7.44'	000°54'08"
C133	N68°14'24"W	13.59'	184.95'	13.59'	004°12'39"
C134	N65°57'32"W	1.13'	184.95'	1.13'	000°21'05"
C135	S78°38'11"E	4.45'	10.00'	4.49'	025°44'23"
C136	N46°12'22"W	42.68'	30.00'	47.45'	090°38'00"
C139	N41°06'25"W	40.51'	62.00'	41.27'	038°08'18"

LINE #	BEARING	DISTANCE
L9	N89°07'32"E	28.28'
L10	N83°49'07"W	17.89'
L18	N89°04'17"E	15.26'
L47	S87°20'57"E	55.64'
L48	N55°33'12"E	40.45'
L49	N00°53'22"W	2.37'
L50	S88°28'38"W	14.48'
L51	N23°07'23"E	19.15'
L52	N27°50'52"W	28.61'
L53	S80°31'42"W	16.61'
L54	N05°37'49"W	28.02'
L58	N37°28'26"E	41.45'
L59	S06°52'37"E	5.29'
L60	S03°11'27"E	38.18'
L83	S6°43'40"E	291.67'

PREPARED BY
ALL AMERICAN SURVEYORS OF FLORIDA, INC.
3751 SAN JOSE PLACE SUITE 15
JACKSONVILLE, FLORIDA 32257
904-279-0088
LICENSED BUSINESS NO. 3857

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: September 23, 2019

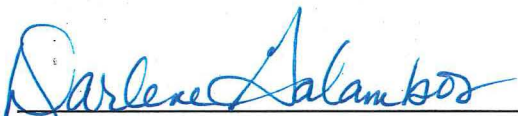
RE: Request for **three (3)** appointments for the PLANNING AND ZONING BOARD (PZB)

Notification was previously given regarding term vacancies on the Planning and Zoning Board, due to the term expirations of Grant Misterly and Sarah Ryan; in addition to the term vacancy of Carl Blow. Both Mr. Misterly and Ms. Ryan are eligible for reappointment. These terms will expire September 30, 2020

Advertisements requesting applications was placed in the St. Augustine Record and posted on the City's website. Applications were received from the following:

Grant Misterly
Sarah Ryan
Mike Davis
Charles Pappas
Matthew Shaffer

Attached are the applications received, in addition to the current PZB roster, board profile and responsibilities.



Darlene Galambos
City Clerk

Xc: City Clerk Files

PLANNING & ZONING BOARD

Meets Monthly, 1st Tuesday - 2:00 p.m.
Alcazar Room, City Hall

Board Member	Contact information	Appointment	3-Year Terms Expire
Maurice Morissette Merchant	120 Twine St., 32084 904-770-8524 mauricepmorissette@gmail.com	09/24/18 1 st full term	09/30/2021
Jon DePreter Retired	73 Magnolia Dr., 32080 845-901-9065 jondepreter@gmail.com	08/27/18 fill vacancy	09/30/2020
Christina Opsahl Attorney	P.O. Box 3743, 32085 904-907-7011 opsahl@opsahllaw.com	09/24/18 1st full term	09/30/2021
J. Carl Blow Commercial Real Estate Property Manager	100 Santa Monica Ave, 32080 829-6985 710-2655 john.carl.blow@gmail.com	09/23/13 1 st full term 09/26/16 2 nd full term	09/30/2019
Sarah S. Ryan Architect	252 S. Matanzas Blvd, 32080 547-9430 sshipp@gmail.com	11/10/14 fill vacancy 09/26/16 1 st full term	09/30/2019
Grant Misterly CHAIR Professional Engineer	3 Alfred Street, 32084 904-501-9345 gmisterly@gmail.com	09/26/16 1 st full term	09/30/2019
Karen Zander VICE CHAIR Real Estate Broker	62 Hypolita St, 32084 904-673-4764 Karen@97Park.com	09/25/17 1 st full term	09/30/2020

PLANNING & ZONING BOARD

Authorization:	Chapter 28, Zoning, Code of the City of St. Augustine, Art II, Div. II. Section 28-57 Amended 4.14.2003, Ordinance 2003-14.
Number of Members:	Seven (7)
Terms of Office:	Three (3) years Original appointments staggered. No member may be appointed for more than two (2) consecutive full terms.
Appointment:	By City Commission
Reappointment:	Normal terms to expire on September 30 of each year.
Qualifications:	All members of the planning and zoning board shall reside in the city and shall hold no government office nor receive any salary or compensation for their services to the board herein created. No member shall be appointed for more than two 2 consecutive full terms. Member composition: architect, Florida registered; planner member APA or AICP; real estate broker, with County occupational license; educator, college level; engineer, Florida registered; landscape architect Florida registered; preservation organization officer; environmental or land use organization officer; attorney, Florida Bar; merchant/business person, City occupational license; or contractor, City contractor's license.
Duties:	The Planning & Zoning Board is established as the St. Augustine Local Comprehensive Planning Agency. The board may grant zoning exceptions and variances as provided in the zoning code ordinances; hear appeals of any decision of the Planning and Building Department; recommend to the Commission in the rezoning of land and changes to the Comprehensive Plan.
Attendance:	Absences unexcused by the chairman for two (2) of three (3) consecutive meetings shall constitute a resignation of the position.
Meetings:	First Tuesday of each month, 2 P.M., the Alcazar Room, City Hall.

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO CITY BOARD/COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on a City of St. Augustine board or committee

1. APPLICANT Grant Misterly
2. RESIDENCE
(address) 3 Alfred St PHONE 904-501-9345
3. BUSINESS OWNED (Address) NA PHONE _____
4. PROPERTY OWNED (Address) 3 Alfred St
5. MAILING ADDRESS PREFERRED 3 Alfred St, St. Ag, FL 32084
6. E-mail Address gmisterly@gmail.com
7. BOARD DESIRED Planning & Zoning
8. OCCUPATION (include resume if available) Engineer
9. PROFESSIONAL QUALIFICATIONS: (If necessary, attach additional information)
9 Years on St. Aug P&Z Professional Engineer specializing in municipalities,
St. Aug Visioning Committee (2014), St. Aug Entrance Consider Committee (previous),
St. Johns County & Cent Advisory Committee
10. OTHER COMMENTS OR INFORMATION

11. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

Specific Instructions: The two questions below are designed to identify your ethnicity and race. Regardless of your answer to question 1, go to question 2.	
Question 1. Are You Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.) Yes ☒ No	
Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box. Check as many as apply.	
RACIAL CATEGORY (Check as many as apply)	
☐ American Indian or Alaska Native	
☐ Asian	
☐ Black or African American	
☐ Native Hawaiian or Other Pacific Islander	
☒ White	

12. SIGNATURE OF APPLICANT



DATE 9/10/19

13. AGREEMENT: In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that, if appointed, it is required by the State of Florida to file a financial disclosure Form 1 with the Supervisor of Elections, St. Johns County, within thirty (30) days of appointment, and each year thereafter, covering the term of appointment and to file Form 1-F upon departure from the board. Submit applications to Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, FL 32085

GM

Initial

QUALIFICATIONS FOR PLANNING AND ZONING BOARD (PZB):

Authorization: Chapter 28, Zoning, Code of the City of St. Augustine, Art II, Div. II. Section 28-57
Amended 4.14.2003, Ordinance 2003-14.

Qualifications: All members of the planning and zoning board shall reside in the city and shall hold no government office nor receive any salary or compensation for their services to the board herein created. No member shall be appointed for more than two 2 consecutive full terms.

Please check those qualifications that apply to you:

- ☐ Architect, Florida registered
- ☐ Planner, member APA or AICP
- ☐ Real Estate broker, with County occupational license
- ☐ Educator, college level
- ☒ Engineer, Florida registered
- ☐ Landscape architect Florida registered
- ☐ Preservation organization officer
- ☐ Environmental or land use organization officer
- ☐ Attorney, Florida Bar
- ☐ Merchant/business person, City occupational license
- ☐ Contractor, City contractor's license

QUALIFICATIONS FOR HISTORIC ARCHITECTURAL REVIEW BOARD (HARB):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 3 and Ordinance 2005-15.

Qualifications: All members of the historic architectural review board shall hold no government office nor receive any salary or compensation for their services to the board herein created. While preference shall be given to current city residents, the city commission may appoint a non-resident upon a finding that such non-resident is uniquely qualified. No member shall be appointed for more than two (2) consecutive full terms.

Persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines who do not have a professional degree in any of the fields set forth in this section may be appointed by the city commission when persons with such degrees are not available for appointment, or when such appointment is determined to be in the best interest of the city.

Please check those qualifications that apply to you:

- ☐ History or related fields
- ☐ Archaeology
- ☐ Architectural history
- ☐ Historic architecture
- ☐ Art history
- ☐ Other

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO CITY BOARD/COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on a City of St. Augustine board or committee

1. APPLICANT SARAH RYAN
2. RESIDENCE 252 S. Matanzas Blvd.
(address) St. Augustine FL 32080 PHONE 904.547.9430
3. BUSINESS OWNED (Address) Same as above PHONE ↑
4. PROPERTY OWNED (Address) Same as above
5. MAILING ADDRESS PREFERRED same as above
6. E-mail Address sshippp@gmail.com
7. BOARD DESIRED PZB
8. OCCUPATION (include resume if available) ARCHITECT. please see resume/profile
9. PROFESSIONAL QUALIFICATIONS: (If necessary, attach additional information)
Please see attached profile. PZB member since NOV 2014. INVOLVED IN
EXTENSIVE COMPREHENSIVE PLAN REVIEW PROCESS past 2 years.
BRINGS KNOWLEDGE OF PLANNING, DESIGN, ZONING EXPERIENCE FROM
14 years of Architecture Practice.
10. OTHER COMMENTS OR INFORMATION

11. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

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Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box. Check as many as apply.	
RACIAL CATEGORY (Check as many as apply)	
☐ American Indian or Alaska Native	
☐ Asian	
☐ Black or African American	
☐ Native Hawaiian or Other Pacific Islander	
☐ White	

12. SIGNATURE OF APPLICANT

S Ryan DATE 9-10-19

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SSR
Initial

QUALIFICATIONS FOR PLANNING AND ZONING BOARD (PZB):

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Amended 4.14.2003, Ordinance 2003-14.

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Please check those qualifications that apply to you:

- ☒ Architect, Florida registered
- ☐ Planner, member APA or AICP
- ☐ Real Estate broker, with County occupational license
- ☐ Educator, college level
- ☐ Engineer, Florida registered
- ☐ Landscape architect Florida registered
- ☐ Preservation organization officer
- ☐ Environmental or land use organization officer
- ☐ Attorney, Florida Bar
- ☐ Merchant/business person, City occupational license
- ☐ Contractor, City contractor's license

QUALIFICATIONS FOR HISTORIC ARCHITECTURAL REVIEW BOARD (HARB):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 3 and Ordinance 2005-15.

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Persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines who do not have a professional degree in any of the fields set forth in this section may be appointed by the city commission when persons with such degrees are not available for appointment, or when such appointment is determined to be in the best interest of the city.

Please check those qualifications that apply to you:

- ☐ History or related fields
- ☐ Archaeology
- ☐ Architectural history
- ☐ Historic architecture
- ☐ Art history
- ☐ Other

SARAH RYAN, ARCHITECT LLC, AIA



*Sarah Ryan, Architect
St Augustine FL*

Sarah Ryan, Architect, located in St Augustine, Florida, focuses on historic preservation and adaptive re-use including single - and multi- family residential, commercial and educational work. Established in 2014, Sarah Ryan, Architect, brings experience from seven years of practice at Cunningham | Quill Architects in Washington, DC on large scale historic preservation projects including AIA award winning Roanoke Market, Sugarloaf Winery, and Takoma Park multi-family housing. Prior to moving to St Augustine, Sarah spent two years in Bergen, Norway at the architecture firm Fortunen AS working on a National Tourist Route overlook in Bu, Norway, a Seoul, Korea museum exhibit design for Norwegian Architecture, and elementary educational work.

Sarah Ryan, Architect's approach to architecture is thoughtful, modern with a soft touch, and responsive to the client and site. Sarah Ryan, Architect specializes in unique buildings and challenging sites bringing a fresh and creative vision to the project.

Sarah is a member of the Planning and Zoning Board for the City of St. Augustine and was Chair from 2017 - 2018. She is married to Joseph Ryan, a professor at the University of Florida, Whitney Marine Lab. They have two children.

RELEVANT PROFESSIONAL WORKS

Architecture

- University of Florida - Whitney Marine Laboratory, St Augustine, FL - New Science Facility and Master Plan Concept
- St Augustine Public Montessori School Renovation, St Augustine, FL
- Jacobs Apartments - Jacksonville FL - Adaptive Re-use / Historic Renovation Multi-family housing
- Cigar Building - St Augustine, FL - Adaptive Re-use / Historic Preservation - new boutique hotel
- Numerous single-family residential additions, renovations and new construction

REGISTRATION

- Florida
- Virginia

EXPERIENCE

- Sarah Ryan, Architect, LLC
St Augustine, FL 2014-present
- Fortunen AS, Bergen, Norway
2011-2013
- Cunningham | Quill Architects
Washington, DC 2004-2011

EDUCATION

- Master of Architecture; Virginia Polytechnic Institute and State University, 2004
- Bachelor of Architecture; Virginia Polytechnic Institute and State University, 2003

PRACTICE AREAS

- Master Planning / Urban Design
- Commercial / Mixed-Use
- Residential - Multi Family
- Residential - Single Family
- Historic Preservation

CONTACT

- sr@SarahRyanArchitect.com
- 904-547-9430
- SarahRyanArchitect.com

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO CITY BOARD/COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on a City of St. Augustine board or committee

1. APPLICANT Michael A. Davis
2. RESIDENCE (address) 23 PARK TERRACE DR. PHONE 824 3533
3. BUSINESS OWNED (Address) A.D. DAVIS CONSTRUCTION PHONE 824-3533
4. PROPERTY OWNED (Address) 23 PARK TERRACE DR.
5. MAILING ADDRESS PREFERRED 3940 LEWIS SPEEDWAY SUITE 2201
6. E-mail Address mikedavis@addavis.com
7. BOARD DESIRED PLANNING & ZONING
8. OCCUPATION (include resume if available) GENERAL CONTRACTOR
9. PROFESSIONAL QUALIFICATIONS: (If necessary, attach additional information)
SEE ATTACHED RESUME

ST. AUG.
32084

10. OTHER COMMENTS OR INFORMATION

11. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

Specific Instructions: The two questions below are designed to identify your ethnicity and race. **Regardless of your answer to question 1, go to question 2.**

Question 1. Are You Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.) Yes ☐ No ☒

Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box. Check as many as apply.

RACIAL CATEGORY (Check as many as apply)

- ☐ American Indian or Alaska Native
- ☐ Asian
- ☐ Black or African American
- ☐ Native Hawaiian or Other Pacific Islander
- ☒ White

12. SIGNATURE OF APPLICANT

Michael A. Davis

DATE 8/14/19

23 Park Terrace Drive
St. Augustine, Florida 32084

Phone 904-824-3533
Fax 904-823-9846
E-mail mikedavis@addavis.com

Michael A. Davis

Education

1984 – 1988 Florida Southern College Lakeland, Florida
Bachelor of Arts , Major in Communication, Minor in History
1989 - 1992 University of North Florida Jacksonville, Florida
Bachelor of Science, Major in Building Technologies

Professional experience

1988 – 2019 A. D. Davis Construction Corp St. Augustine Florida

Vice President 1990 - 2002

President 2002 - present

Certified Building Contractor since 1993 CBC057112

2014 Association of Building Contractors Excellence in Construction Pyramid Award for Solar Stik Corporate Office Renovation

2014 Florida Trust for Historic Preservation, Florida Preservation Award for Flagler College 4th Floor Renovation

2013 Association of Building Contractors Excellence in Construction Award of Excellence of the Flagler College 4th Floor Renovation

2013 Association of Building Contractors Excellence in Construction Pyramid Award for Hanke Hall

2011 Association of General Contractors Horizon Award, President's Award for the ARC Therapeutic Learning Center

2010 Association of General Contractors Horizon Award, Award of Distinction, for the Council on Aging River House

2010 Florida Trust for Historic Preservation, Florida Preservation Award for Ponce Hall Towers

2009 Safe Works Award from FCCI Insurance

2008 Jacksonville Business Journal Top 50 Fastest Growing Companies

2005 Florida Trust for Historic Preservation, Florida Preservation Award for Lightner Museum Lobby Restoration

2002 Florida Trust for Historic Preservation, Florida Preservation Award for the Restoration of St. Cyprian's Episcopal Church

1997 Florida Trust for Historic Preservation, Florida Preservation Award for Lightner Museum Grand Ballroom

Objectives

To own a company that stresses excellence and quality. To help make the community I live in a better place.

Interests and activities

Family. Surfing, Tennis and Golf

Volunteer experience

1990 – 1993 Youth Basketball Coach

1994 – 1995 & 2007 - 2016 Assistant Basketball Coach – St. Joseph Academy

2005 – 2014 Assistant Basketball Coach – Cathedral Parrish School

1996 – 1998 Youth Basketball Referee

1999 – 2015 YMCA Youth Basketball Coach

1999 – 2003 Little League Coach

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO CITY BOARD/COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on a City of St. Augustine board or committee

1. APPLICANT Charles Pappas
2. RESIDENCE
(address) 3015 Aqua Vista Ln. Unit 133 32084 PHONE 617-519-3017
3. BUSINESS OWNED (Address) NA PHONE _____
4. PROPERTY OWNED (Address) 3015 Aqua Vista Ln. Unit 133 32084
1001 Bella Vista Blvd Unit 103 32084
5. MAILING ADDRESS PREFERRED 3015 Aqua Vista Ln. Unit 133 32084
6. E-mail Address charlespappas@mac.com
7. BOARD DESIRED Planing and Zoning Board
8. OCCUPATION (include resume if available) Retired - Owned Arlington Swifty Printing 37 years
9. PROFESSIONAL QUALIFICATIONS: (you are encouraged to submit a cover letter)
Please see attached. I can bring a unique perspective to the board through my diverse experiences. It is
important to have professionals in the field for this board, but I feel strongly it is equally important to have
residents on these boards who may have a different perspective than someone in the field.
10. OTHER COMMENTS OR INFORMATION
Please see attached. Over the last 2 years I have regularly attended the PZB, HARB and Commission meetings to
learn all aspects of the city.

11. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

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Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box. Check as many as apply.	
RACIAL CATEGORY (Check as many as apply)	
☐ American Indian or Alaska Native	
☐ Asian	
☐ Black or African American	
☐ Native Hawaiian or Other Pacific Islander	
☒ White	

12. SIGNATURE OF APPLICANT



DATE August 14, 2019

13. AGREEMENT: In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that, if appointed, it is required by the State of Florida to file a financial disclosure Form 1 with the Supervisor of Elections, St. Johns County, within thirty (30) days of appointment, and each year thereafter, covering the term of appointment and to file Form 1-F upon departure from the board. Submit applications to Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, FL 32085

CP

Initial

QUALIFICATIONS FOR PLANNING AND ZONING BOARD (PZB):

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- ☐ Planner, member APA or AICP
- ☐ Real Estate broker, with County occupational license
- ☐ Educator, college level
- ☐ Engineer, Florida registered
- ☐ Landscape architect Florida registered
- ☐ Preservation organization officer
- ☐ Environmental or land use organization officer
- ☐ Attorney, Florida Bar
- ☐ Merchant/business person, City occupational license
- ☐ Contractor, City contractor's license

QUALIFICATIONS FOR HISTORIC ARCHITECTURAL REVIEW BOARD (HARB):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 3 and Ordinance 2005-15.

Qualifications: All members of the historic architectural review board shall hold no government office nor receive any salary or compensation for their services to the board herein created. While preference shall be given to current city residents, the city commission may appoint a non-resident upon a finding that such non-resident is uniquely qualified. No member shall be appointed for more than two (2) consecutive full terms. Alternates shall be appointed for a three (3) year term. Alternates shall have previously served as regular members and shall comply with all local and state requirements of office. Alternates will only be called upon to participate and vote at meetings in the event of an anticipated lack of quorum or bare minimum quorum of the regular members.

Persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines who do not have a professional degree in any of the fields set forth in this section may be appointed by the city commission when persons with such degrees are not available for appointment, or when such appointment is determined to be in the best interest of the city.

Please check those qualifications that apply to you:

- ☐ History or related fields
- ☐ Archaeology
- ☐ Architectural history
- ☐ Historic architecture
- ☐ Art history
- ☐ Former HARB member
- ☐ Other

Charles J. Pappas Jr.
3015 Aqua Vista lane, Unit 133
Saint Augustine, FL 32084

Liaison for the Arlington Chamber of Commerce at The Redevelopment Board, Arlington MA 1990 - 2007

- Worked with the Redevelopment Board and Planning Director Alan McClellan to help revitalize the Business Districts. Instrumental initiating phase one of three phases in redesigning an urban landscape style business district in Arlington Heights MA. I worked with the Planning Department and the local business to transform a car centric business district into a local walkable and bike trail connected business district while balancing the need for vehicle access and parking.
- Chamber Representative to the Redevelopment Board. Attended Redevelopment meetings as the Chamber representative to ensure the proper development of local projects met the needs of the residents and local businesses. Evaluated projects based on zoning requirements. Made recommendations for projects which met exception criteria.

Co-President, Arlington Chamber of Commerce - Arlington MA 1990 - 2007

- Revitalized the local Chamber of Commerce. Worked with local businesses to help them navigate local and state ordinances. Worked with the Board of Selectman to help revitalize the local area business districts.

Vision 2020 Group Member, 1993 -2000 Arlington, MA

- An initiative started back in the early 1990s by a group of concerned citizens working to improve planning, direction and communications between all local government boards. Worked with outside facilitators to produce a long range plan for the town of Arlington to present to the selectmen. Produced overarching set of goals for the town. In 1993, Town Meeting voted to adopt it.

Chairman (two terms) Board Member (10 years) Arlington Town Day Committee, Arlington MA 1990 - 2002

- Organized, fundraised, developed and operated Arlington's annual town day event which attracted 20,000 plus people. The event initially started to welcome back residents from vacation and display local resources and nonprofit organizations. In 1992 included the dedication of the Minuteman (Bike) Trail.

Elected Town Meeting Member Arlington MA (early 80s)

- Served two terms as an elected town meeting member for my precinct. Reviewed and voted on town budget and ordinances.

Owned and Operated Arlington Swifty Printing, Arlington MA 1980 - 2016

- Created a successful Printing and Marketing company. Sold the business, which is still operating, at the end of 2016.

NPOA original founder and past Board Member 2012 -2016

- Helped create and operate a nonprofit trade organization for "Quick" Printers nationwide. Created its bylaws, organization structure while on the board. Organized all aspects of its 2013 Educational Conference in New Orleans.

Charles J. Pappas Jr.
3015 Aqua Vista lane, Unit 133
Saint Augustine, FL 32084

To whom it may concern,

My wife and I originally discovered Saint Augustine about 17 years ago. We immediately knew then that we would make this our home in the future. We purchased a small condo so we could start spending time here. Coming from a historic area in Massachusetts, the history of Saint Augustine captured us. About three years ago I sold my printing business, after that my wife and I moved to Saint Augustine and became permanent residents.

Since that time I have immersed myself into becoming a part of the community. I am originally from a small town from which I was raised, grew up in, attended school and then opened my business in. I understand the values of a small community and the importance of participating, volunteering and being active in. I have always had a passion for local government and have been active in my community. It didn't take me long to continue that tradition here by attending as many local board and commission meetings as possible. Attending these meetings over the last two years has taught me about the community. I continue to learn the needs and wants of the businesses and residents. Attending all these meetings gives me a unique whole picture perspective of the not just the community but of the boards themselves.

It is difficult to put a lifetime of experiences down on paper. These experiences included helping to create a long range 20 year vision for the Town of Arlington, MA. Vision2020 included all aspects of planning the future direction of the town. I spent many years working with the Planning Department in Arlington MA as the Chamber of Commerce representative. These experiences included a long range plan for creating an urban landscape for the business districts. A three stage plan which is still valid today as it was when started. The experiences have taught me the importance of proper development, zoning and planning in a community.

I hope to bring this experience to the Planning and Zoning Board of St. Augustine. I hope to continue learning by listening. I hope to offer through my experience new ideas.

I have included an article written about my wife and I when we found an object here in St. Augustine which belonged to my original hometown, Arlington MA. I included it to try to introduce myself through the words of others so you may get a glimpse of who I am.

Thank you for your consideration.

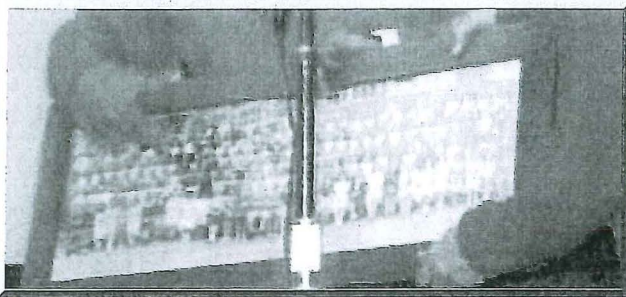


Charles Pappas

Pappases are honored, and they immediately give back

Created: Tuesday, 21 February 2017 06:43 | Written by Bob Sprague |  | Hits: 772

As ex-owners depart, Swifty's remains -- and so does its legacy



Couple present to selectmen their 1942 photo of Junior High West that includes A. Henry Ottoson.

Wolf's Museum of Mystery hawks its collection of curiosities in St. Augustine, Fla. That's not down the street, so head over to the [museum's garish website](#), where you're invited to find "oddities, antiques, rare art, artifacts and exotic photographs."

The photograph that Chuck and Nancy Pappas found some years ago could be called "exotic." Certainly, it was unexpected -- a group shot of the 1942 class at Junior High West. Among those shown was A. Henry Ottoson, whose name would someday adorn the middle school.

When selectmen honored the retiring owners of [Swifty Printing](#) in January with a proclamation, the

couple immediately returned the favor, presenting the board with a broad, framed 1942 photo.

While visiting the museum, perhaps in 2012, Nancy said she "struck up a conversation with the owners. I mentioned that I lived in Arlington, MA. The minute I mentioned the town, they retrieved the photo.

To be displayed at Ottoson

"We couldn't help but make the purchase where we displayed it for three years at Swifty. When we retired, we decided to donate it to the town. [Selectman] Kevin Greeley will have it displayed at Ottoson with the intent they keep it there permanently."

Swifty Printing remains in its familiar banking location in the Heights following its owners' retirement Dec. 31 after 35 years and have turned over the business to a Woburn company.

"I can't even begin to say how you've help town," Selectman Chair Diane Mahon said at the Jan. 23 meeting. "I'm very happy for them ... and a little sad."

Greeley, who read the proclamation, said, "The world is hugged by the arms of volunteers, and these volunteers have hugged Arlington."

Beth Locke, executive director of the Chamber of Commerce, presented the couple with a certificate and a gift.

How they have helped Arlington

To provide a fuller sense of what the Pappases brought to Arlington, here is a rhetorical question that has newsworthy answers. Did you know that Chuck:

- Got into print after Northeastern University by publishing a listing of disco clubs?
- Pursued green solutions for printing in the 1980s, long before "An Inconvenient Truth" (2006)?
- Used his self-described tendency as a "nerd" to institute innovative technologies?
- Helped out his community? Many years ago we created CAP, which stands for community-appreciation program. Through it, the company donated 10 percent back and eventually changed into a discount program for local nonprofits.

The Pappases have turned their business reflecting that record of achievement to David Wooldridge, owner of Data Print, 18 Cranes Court, Woburn, whose printing history dates to 1968. Arlington customers should expect little to change, Wooldridge says. One clue: When you entered Swifty's, in January, at least, you might think Nancy is still there, behind the counter. But it's a nearly full-size image of her.

Combining with Data Print allows Swifty to expand its sign-printing options, adding a flatbed large-format printer and greater ability to deliver sign, banner and window graphics.



Chuck and Nancy Pappas honored by selectmen in January.

A history of the business

That's today, but how did Swifty's come to be? YourArlington asked the former owners.

Nancy married Chuck and gained a husband as well as a business. Publishing a disco-club listing guide after leaving Northeastern University, he opened a small office on Lake Street in

1980, purchasing a phototypesetter to do the prepress production of the magazine, Disco Club News/Entertainment New England.

"The most expensive part of publishing this [listing] was the layout and typesetting," Chuck wrote in response to a series of questions. "So I ended up going back to college at Suffolk University for journalism.

"To pay for both, I bought an Itek Phototypesetter. Cutting edge at the time. This was before the preview screen, so you could only see one line at a time as you set it.

"I ended giving up the entertainment guide [after a year] and focused on college and my small typesetting business. I did typesetting for a lot of the Sir Speedy franchises in the area. They suggested I start selling printing and we could trade off work. I began doing that and eventually bought my own press. From there it just grew."

Asked how long Swifty's has been in business, Chuck responded: "That should be easy question, but it isn't. I started Swifty as ENE Typesetting on a small storefront on Lake Street (which I believe is an ice-cream store now). It wasn't until I moved to the Heights that I officially named it Arlington Swifty Printing.

"At the time we started, Sports Etc. was a new business and ARC travel had just opened up. I believe that was around 1980-82. So to be safe I say around 35 years. There was no Google back then to fact-check."

Print shop on the move

Asked about business locations over that time, he said: "I believe the first address was 5 Lake St. for a couple of years as ENE Typesetting. I then moved up to 1377 Mass. Ave. between The Chocolate Box and Darren's Deli. After I out grew that location (can't remember how long), I moved up to 1341 Mass. Ave. and then had my press in a small store at 1310 Mass. Ave., near Balich 5 & 10.

"We needed a bigger space, and 1351 became available. We had the pressroom downstairs and the copy machines upstairs. This space worked well, but soon after the old BayBank building was available and had been for sale for a while. We put an offer on it which was accepted and spent [approximately] the next 25 years at 1386 Mass. Ave.

"It seemed like a perfect location, just at the end of the heart of the business district. Since as a printing company, we didn't really need a retail location, but things sure have changed at that end of the Heights."

Changes in print technology

Asked about the major changes in print technology the business had put into effect over the years, Chuck was personal: "I always a bit of a nerd. In fact, I have had friends call me the first nerd they met who was normal. My brother-

HIS TECH SIDE

I always a bit of a nerd.

in-law called me 'Mister Gadget.'

"I have always tried to stay on the cutting edge of technology but retain the craftsmanship and art of printing regardless of if it was ink or toner. Swifty was one of the first companies to have an online ordering system.

In fact, I have had friends call me the first nerd they met who was normal.

My brother-in-law called me "Mister Gadget."

"Back in the mid-1990s, I partnered with PagePath. In 1995, PagePath developed LAUNCH!, the leading suite of file-transfer software for the printing industry. The LAUNCH!

-- Chuck Pappas

family of products enabled PSPs [print service providers] to receive job files from customers modem-to-modem, over the internet using FTP, or via a private network.

"The ASAP! file-transfer software was added in 1998. This allowed our customers to send us files of any kind to us by 'printing' it directly to us creating a PDF, which back then was new and now is a standard.

"We were the first to get in to short-run color printing and copying with the Savin Coloroc Analog copier. Long before Canon entered the market and before the word 'digital' existed.

"Desktop publishing and digital copiers then hit the world. Many said desktop publishing would destroy printing. It did the opposite; it created more printing.

"People could now design their own stuff but now needed to print it. Back then, home or office printers were not economical, slow and not very good.

"As the digital explosion hit, the internet came to wipe out print again. It hasn't eliminated but has complemented it.

"At the time, we had invested once again in the latest digital Presses. The iGen3 and then later the iGen4 -- a 14-by-20-sheet-size digital press, capable of printing on almost any type of stock.

"With the ability to get jobs on and off the press faster than any traditional offset press, we were able to tap into what new marketing people needed for their product. The ability to customize every sheet we printed within a press run at full speed using variable data was unique when the iGen3 came out. No need order 10,000 pieces, which may be outdated before used."

Going 'green' early

Then there is Swifty's environmental consciousness.

"Behind the scenes, throughout the years from our very beginning, we always known as environmental friendly business -- now called 'green.'

"Before this was popular, I personally felt it was important. Long before anyone knew that there was recycled paper, Swifty used them as our in house stock."

For many years, the business has belonged to a cooperative called Renewable Choice Energy. It pays into it to replace any electricity used with power generated by wind. Any natural gas for heat or gasoline used for deliveries is then replaced with captured methane gas from landfills.

"These types of energies cost more, so most power companies will not buy them," he said.

"This co-op pays the energy companies the difference, so they will use these natural resources."

Nancy's role changed

His wife, Nancy, outlined her role as the business expanded: "I was an accountant working out of the house when Swifty was going through growing pains. Chuck asked if I would help out a few hours a day. The few hours turned to full time, so I closed my practice and concentrated on what make more money for us.

"When I first started in the printing industry, we did photo typesetting, but when computers came of age, desktop publishing replaced typesetting. As for the offset printing, we would make negatives and burn metal plates to do printing on the press. All that was replaced with direct plate from computer (no chemicals involved).

"The memories I take with me are all the friends I've met over so many years. It saddens me how many people I will truly miss. The only thing I won't miss is working 50 to 60 hours a week and sometimes not seeing Chuck an entire weekend if he had to go to work weekends to keep the jobs current so we could start the new week out fresh."

Best memories in town

Asked about his best memories of operating the business in Arlington, he cited working and helping my friends, neighbors and customers.

"We would see people get married, come in with their new babies and then see their children as they got out of college. Swifty was always a place people felt home.

"We were part of the community, because we were involved in the community," he said. "I have learned printers are a unique bunch of people. Through the different print organizations I have belonged to, I found that most local printers are willing to share, teach and help each other even with the tough competition. I always liked working with the local organizations and schools."

Early on, he remembers Larry Barton, a former Arlingtonian and consultant, asking whether he would be interested in printing help for Town Day. "Little did I know that he meant for 10 years along with a chairman stint," he said.

His business memories focus on fun with the community: "One year, First Lights had free pictures with Santa along with free pony rides in the back parking lot. Another year we did a petting zoo along with Santa.

"I think that those who will be most disappointed will be our four-legged friends for whom Nancy would keep treats under the counter. If you see a dog pulling at its leash anywhere near

our building, now you know why. One week we had a neighbor's dog get of their yard and show up at Swifty twice in one week. They didn't understand why the dog would come to our store. Nancy knew why. If she saw someone with a dog walk by, even if they weren't coming in she would bring a dog treat outside."

What were top challenges?

Asked about the biggest business challenge over the years, he was clear but fair:

"Arlington can be a difficult place to operate a business. There is very little commercial business in Arlington. There are a lot of entrepreneurs and small companies but not many companies that need a lot of printing or the unique type of production we can do.

"However, at the same time, it is a perfect location to what was once called the 128 tech belt and quick access to Cambridge and Boston. I don't think a lot people understand the cost it takes to operate many businesses.

"Printing is a very expensive business. The original iGen we invested in was close to a \$500,000 investment. The challenge was to be able to produce enough work.

"However, Arlington is unique. The people have been great. I found if you give back to your community, your community will give back to you. Many of our customers companies or employment was not in Arlington, but they lived here.

"Any time their company or employer needed printing, they would bring them to us. This is unique in this world. I guess today this would be called LinkedIn or social media. I discovered: Do right to the customer, no matter how small the job was, and it can pay back in ways you will never know. Everyone is connected.

"I hope the community treats the new owner as well as it has treated me."

Comments from others: Carol Greeley, Simmons, Bowes

Real-estate agent Carol Greeley, who played tag team with Chuck leading the Chamber of Commerce president during years that encompassed at least the early 1990s to 2007, commented In January: "When Leonard Talkov stepped down as Chamber president, Chuck, myself, then working with my aunt and mother at ARC Travel; Bill Sovie of Simpson, Gumpertz and Heger; Bob Bowes; Maureen Gormley, Steve Andrew, a CPA in town and David Walkinshaw of Saville and Grannan Funeral Home at the time stepped up to reenergize the Chamber.

"I was elected president and Chuck as vice president at the time [and he was] really was a co-president with me. Carolyn Simmons was hired to work for the Chamber, and we turned the organization around from the brink of financial bankruptcy to a viable business representation for the town.

"Chuck along with the others listed above rolled up his sleeves and worked with Alan

McClennen from the town's Planning Department, Senator Bob Havern and Don Marquis, then town manager, and brainstormed on how to help the small business community through CDBG grants and other programs to revitalize the business districts. We were part of the start-up of Vision 2020, and to this day Chuck has continued to help the Heights as well as the rest of the town whenever asked."

Carolyn Simmons, administrative assistant to the principal at Arlington High School, said she met Chuck and Nancy in the early 1990s at their shop, then located across the street where the vacuum place is now. "One day I walked in to have some additional printing done, and Chuck told me that he was going to be president of the Chamber of Commerce and that the Chamber was looking for someone to run the office in the Jefferson Cutter House.

CHAMBER SUPPORT

"Chuck, with Nancy's support, worked tirelessly to gain more recognition for the Chamber, whether it be hosting meet-and-greets at their business, addressing issues with the selectmen, being a presence for the business community or thinking of ways to be more visible in Arlington."

-- Carolyn Simmons

"I jumped at the chance.

"Chuck, with Nancy's support, worked tirelessly to gain more recognition for the Chamber, whether it be hosting meet-and-greets at their business, addressing issues with the selectmen, being a presence for the business community or thinking of ways to be more visible in Arlington."

She calls "one of Chuck's biggest ideas" an ice cream festival, sponsored by the Chamber and held on Town Day in front of the Jefferson Cutter House.

"Chuck took his truck, drove down to the then Hood factory on the South Shore and picked up gallons and gallons of ice cream, cups and spoons, arranged for portable freezers to be delivered with dry ice, and rented an ice cream stand.

"BUT, he didn't want to stop there, so he rented a portable train and ponies to provide rides for the kids in the parking lot. We were all exhausted at the end of the day but Town day was a huge success.

"Their belief in the Chamber and the business community of Arlington has been second to none and we will miss Arlington Swifty Printing as it is today."

Realtor Bob Bowes, a Chamber executive board member, added his thought: "Back when the Chamber was run by officers, not an Executive Committee, Chuck was an amazing president. He was very dedicated and attended so many public meetings. He was the real face of the Chamber. Additionally, he was very responsible for creating some Heights merchants activities and was always focused on how to make the Heights a more vibrant shopping district.

"For several years, the Heights put on an aggressive shopping campaign over the Christmas shopping season. Chuck played a significant role in this promotion. In fact, for several years, he created an animal petting zoo in the parking lot behind his building. It was a great attraction and really helped all of the Heights merchants."

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO CITY BOARD/COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on a City of St. Augustine board or committee

1. APPLICANT MATTHEW SHAFFER
2. RESIDENCE (address) 7 NELMAR AVE PHONE 904-806-5020
3. BUSINESS OWNED (Address) N/A PHONE _____
4. PROPERTY OWNED (Address) 7 NELMAR AVE, ST AUG 32084
5. MAILING ADDRESS PREFERRED _____
6. E-mail Address matthew.shaffer@att.net
7. BOARD DESIRED PLANNING & ZONING BOARD
8. OCCUPATION (include resume if available) REALTOR, RE/MAX 100 REALTY
9. PROFESSIONAL QUALIFICATIONS: (you are encouraged to submit a cover letter)
ACTIVE LOCAL REALTOR SINCE 2011 ; FIVE STAR PRO AWARD 2015-2019
MBA W/CONCENTRATIONS IN FINANCE, INT'L BUSINESS, MGMT. ;
14 YRS MGMT EXPERIENCE IN COMMERCIAL CONSTRUCTION ;
10. OTHER COMMENTS OR INFORMATION
SERVED (2) CONSECUTIVE 3-YR TERMS ON CoSA PZB 2012-2018
SERVED ON PLEASANT RIDGE, MI HISTORICAL COMMISSION
NELMAR TERRACE NEIGHBORHOOD ASS'N BOARD MEMBER
11. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

Specific Instructions: The two questions below are designed to identify your ethnicity and race. Regardless of your answer to question 1, go to question 2.	
Question 1. Are You Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.)_ Yes No	
Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box. Check as many as apply.	
RACIAL CATEGORY (Check as many as apply)	
☐ American Indian or Alaska Native	
☐ Asian	
☐ Black or African American	
☐ Native Hawaiian or Other Pacific Islander	
☒ White	

12. SIGNATURE OF APPLICANT



DATE

8/28/19

13. AGREEMENT: In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that, if appointed, it is required by the State of Florida to file a financial disclosure Form 1 with the Supervisor of Elections, St. Johns County, within thirty (30) days of appointment, and each year thereafter, covering the term of appointment and to file Form 1-F upon departure from the board. Submit applications to Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, FL 32085


Initial

QUALIFICATIONS FOR PLANNING AND ZONING BOARD (PZB):

Authorization: Chapter 28, Zoning, Code of the City of St. Augustine, Art II, Div. II. Section 28-57
Amended 4.14.2003, Ordinance 2003-14.

Qualifications: All members of the planning and zoning board shall reside in the city and shall hold no government office nor receive any salary or compensation for their services to the board herein created. No member shall be appointed for more than two (2) consecutive full terms.

Please check those qualifications that apply to you:

- ☐ Architect, Florida registered
- ☐ Planner, member APA or AICP
- ☒ Real Estate broker, with County occupational license
- ☐ Educator, college level
- ☐ Engineer, Florida registered
- ☐ Landscape architect Florida registered
- ☐ Preservation organization officer
- ☐ Environmental or land use organization officer
- ☐ Attorney, Florida Bar
- ☐ Merchant/business person, City occupational license
- ☐ Contractor, City contractor's license

QUALIFICATIONS FOR HISTORIC ARCHITECTURAL REVIEW BOARD (HARB):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 3 and Ordinance 2005-15.

Qualifications: All members of the historic architectural review board shall hold no government office nor receive any salary or compensation for their services to the board herein created. While preference shall be given to current city residents, the city commission may appoint a non-resident upon a finding that such non-resident is uniquely qualified. No member shall be appointed for more than two (2) consecutive full terms. Alternates shall be appointed for a three (3) year term. Alternates shall have previously served as regular members and shall comply with all local and state requirements of office. Alternates will only be called upon to participate and vote at meetings in the event of an anticipated lack of quorum or bare minimum quorum of the regular members.

Persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines who do not have a professional degree in any of the fields set forth in this section may be appointed by the city commission when persons with such degrees are not available for appointment, or when such appointment is determined to be in the best interest of the city.

Please check those qualifications that apply to you:

- ☐ History or related fields
- ☐ Archaeology
- ☐ Architectural history
- ☐ Historic architecture
- ☐ Art history
- ☐ Former HARB member
- ☐ Other

**CONSENT
AGENDA**

CONSENT AGENDA – SEPTEMBER 23, 2019

CA.1. Preview of upcoming Commission meetings.

a) The following ordinances are tentatively scheduled for second reading on October 14, 2019:

- Ordinance 2019-15
- Ordinance 2019-23
- Ordinance 2019-38

b) Reminder of upcoming meetings:

- October 14, 2019, 5:00 p.m., Regular Meeting
- October 28, 2019, 5:00 p.m., Regular Meeting
- November 12, 2019, 5:00 p.m., Regular Meeting
- December 9, 2019, 5:00 p.m., Regular Meeting

CA.2. [Approval of Minutes from prior commission meetings:](#)

- September 9, 2019 Regular Meeting

CA.3. Releases of Lien for Unit Connection Fee Mortgage(s): None.

CA.4. [Proposed Proclamations, Certificates of Appreciation/Recognition.](#) (Commission approval required). (To be read at a subsequent meeting).

- Proclamation 2019-22 proclaiming October 2019 as Domestic Violence Awareness Month

CA.5. Notification of Proclamations/Certificates of Recognition issued: None.

CA.6. [August 2019 monthly financial update.](#) (M. Litzinger, Director, Finance).

CA.7. [Ratification of Collective Bargaining Agreements between the City and the Coastal Florida Police Benevolent Association and between the City and the Florida Carpenters Regional Council, Local 20238.](#) (D. Hayes, Director, Human Resources).

CA.8. [Invoice in the amount of \\$4,504.20 dated August 31 from Cavendish Partners, P.A. for legal services regarding the Seavin v. City of St. Augustine matter.](#) (I. Lopez, City Attorney).

End of Consent Agenda

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, September 9, 2019

The City Commission met in formal session Monday, September 9, 2019 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 W. Upchurch, Mayor/City Commissioner
Leanna S. A. Freeman, Vice Mayor/City Commissioner - Arrived 5:25p.m.
Roxanne Horvath, City Commissioner
Nancy Sikes-Kline, City Commissioner
John Valdes, City Commissioner

John Regan, City Manager
Timothy A. Burchfield, Assistant City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
David Birchim, Director, Planning and Building
Jim Piggott, Director, General Services
Mike Cullum, Director, Public Works
Mark Litzinger, Director, Financial Services
Meredith Breidenstein, Director, Budget & Performance Management
Paul K. Williamson, Director, Public Affairs
Reuben Franklin, Manager, Mobility Program
Barry Fox, Police Chief
Carlos Aviles, Fire Chief
Candice Seymour, Recording Secretary

INVOCATION AND PLEDGE OF ALLEGIANCE

Reverend Ken Wilcox, Center for Spiritual Living, delivered the invocation, and Commissioner Sikes-Kline led the Pledge of Allegiance.

Commissioner Valdes gave a brief tribute to Robert (Bob) Hall.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

Mayor Upchurch asked that the City Manager give an update regarding Hurricane Dorian under item 7.

Mr. Regan announced the rescheduled budget meetings regarding the Community Redevelopment Agency and City budgets set for September 12, 2019 at 6:00 p.m.

MOTION

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

3. Special Presentations, Recognitions and Proclamations

(None)

4. General Public Comments (3 minutes per individual)

The Commission heard from the following members of the public:

- Michael Cilliers
- Melinda Rakoncay
- Michael Southerland
- Judith Foxworth
- Carl Halbirt
- Nate Smith
- Cindy Wasserbauer
- Karen Fluman
- Richard Scicchitano
- Ed Slavin
- Bill Conley
- Dennis Hanks
- Tica Walley
- Brian Funk
- Jess May
- B.J. Kalaidi

5. Consent Agenda

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

Commissioner Sikes-Kline correction offered one correction on page 6 of the July 8, 2019 minutes in the second column wherein she clarified that "cost appeared high per seat" should read "cost appeared low per seat."

5.B. Approval of Consent Agenda

MOTION

Commissioner Sikes-Kline MOVED to approve the Consent Agenda with amended minutes. The motion was SECONDED by Commissioner Horvath and APPROVED BY UNANIMOUS VOICE VOTE.

6. Appeals.

(None)

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

Hurricane Dorian Review

Mr. Regan gave a brief overview regarding the preparations for and impacts of Hurricane Dorian. He noted that 32 residential structures were impacted by the storm, 27 of which were flooding within garages. He added that five structures sustained interior damage and the City was working with property owners and outside sources to obtain assistance. He did not believe that the damage would require any requests for federal aid. He noted that most impacted structures were within Davis Shores but that he would provide a map detailing the locations of affected structures.

There was discussion regarding the storm surge and property elevations and Mr. Regan offered the assistance of city staff to help residents compare property elevation with storm surge data. Mr. Regan spoke regarding tide check valves, most of which worked as designed. He reviewed the status of storm water work in south Davis Shores, specifically the portion involving the 93 Coquina property. He said that project completion was anticipated by mid-2020. He noted that there were no wastewater overflows during the storm as well as no staff injuries or equipment loss. He praised the functions of each department, particularly the Public Affairs staff who maintained a constant level of public communication via social media and the website.

There was a brief discussion regarding areas wherein storm water projects would require agreements with FDOT for completion. Commissioner Sikes-Kline requested that such agreements for work be placed on the task list.

Commissioner Valdes noted that current storm water mitigation measures could only handle current levels of nuisance

flooding and minimal storm surge and flooding. He also spoke regarding the two-way tidal check valve along Coquina Creek and possible efficiency loss.

Mr. Regan responded there would be no efficiency loss, but would be far greater expense. He said that they would revisit the need for the more expensive valve and discuss with staff and neighborhood residents.

Ms. Lopez noted that most of Coquina Creek was owned by the City and private encroachment was a concern along the ditch.

Commissioner Freeman asked for a presentation further detailing what the city was doing regarding flooding issues and further public education regarding storm water information.

Commissioner Horvath asked about resiliency planning meetings and whether such information could be used for public education. She recommended utilizing information provided by the Keeping History Above Water program.

Commissioner Sikes-Kline encouraged continuing efforts for public education.

Mayor Upchurch commended city staff for their efforts during the hurricane and commended Mr. Regan for his compassion and leadership towards city staff as well as those affected by the storm.

There was Commission consensus to have the City Manager return with a presentation regarding storm water management efforts at the Coquina property and within South Davis Shores.

7.A. General Public Presentations

7.A.1. Committee Chair, Tom Day will provide a final report from the Short-Term Rental Committee providing key issues to be considered regarding

potential regulations for vacation rentals within city limits.

Tom Day gave the presentation.¹

David Birchim, Director, Planning and Building, reviewed the next steps including review of a draft ordinance by the Planning and Zoning Board.

The Commission discussed the following:

- Existing regulations in RS-1 and HP districts regarding duration of stay
- Differences between vacation rentals and traditional bed and breakfasts
- ADA regulations for vacation rentals in line with the state
- Commercial taxing rates for rentals could only be assessed through the County
- Recommendation that the City Attorney vet committee recommendations for risk factors
- Suggestion that occupancy limits be tied to parking availability
- Utilizing existing bed and breakfast regulations with minor changes to make more feasible for vacation rentals
- Clarifying enforcement of life safety compliance
- Parking concerns
- Host Compliance complaint process
- Possibility of reviewing the recommendations individually and finding consensus

After discussion it was determined that staff would prepare an ordinance inclusive of all committee recommendations for Commission review with comparisons to existing bed and breakfast regulations and including a risk evaluation from the City Attorney

¹ Attached to original minutes

There was commission consensus that parking in the front yard was not to be allowed.

MOTION

Mayor Upchurch **MOVED** to direct the City Attorney to prepare an omnibus ordinance incorporating all the committee's recommendations. The motion was **SECONDED** by Commissioner Horvath and **APPROVED BY UNANIMOUS VOICE VOTE.**²

7.B. Items of Great Public Importance

(None)

7.C. Other Items Requiring Public Hearing

(None)

8. Ordinances and Resolutions – Public Hearing Required.

8.A. Ordinances – Second Reading

8.A.1. Ordinance 2019-11: Updates two sections of the city zoning code that regulate the waivers of time periods between submitting board applications for the same property.

David Birchim, Director, Planning reviewed the ordinance.

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

- Charles Pappis

MOTION

Commissioner Horvath **MOVED** to pass Ordinance 2019-11 on second reading. The motion was **SECONDED** by Commissioner Valdes.

Isabelle Lopez read the title as follows:

ORDINANCE NO. 2019 - 11

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING SECTION 28-29(5) ZONING EXCEPTIONS, VARIANCES AND APPEALS; CLARIFYING THE APPLICATION PROCESS TO APPLY FOR TIME LIMIT WAIVERS FOR ZONING EXCEPTIONS AND VARIANCES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

8.A.2. Ordinance 2019-22: Amends article to update procedures utilized by the commission regarding majority votes, deadlines to fill vacancies and removal of city officials.

Isabelle Lopez, City Attorney, reviewed the ordinance.

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

- Ed Slavin

MOTION

Commissioner Sikes-Kline **MOVED** to pass Ordinance 2019-22 on second reading, ready by title only and passed. The motion was **SECONDED** by Mayor Upchurch.

Isabelle Lopez read the title as follows:

² There was a brief recess from 7:06p.m. to 7:14p.m.

ORDINANCE NO. 2019-22

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING ARTICLE 11 OF THE CHARTER OF THE CITY OF ST. AUGUSTINE; AMENDING SECTION 2.02 TO PROVIDE FOR A SIMPLE MAJORITY VOTE AND TO REMOVE LANGUAGE REGARDING PENALTIES; AMENDING SECTION 2.06 TO PROVIDE THIRTY (30) DAYS TO FILL VACANCIES ON THE CITY COMMISSION; REPEALING SECTION 2.11 REGARDING REMOVAL OF CITY OFFICIALS TO CORRECT A REDUNDANCY WITH ANOTHER SECTION; PROVIDING FOR INCLUSION IN THE CHARTER OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON MOTION

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

8.A.3. Ordinance 2019-33: Updates the Outdoor Cafes on Aviles Street and on Artillery Lane to provide for outdoor retail seating.

David Birchim, Director, Planning reviewed the ordinance.

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

- B.J. Kalaidi

MOTION

Mayor Upchurch **MOVED** to pass Ordinance 2019-33 on second reading, read by title only and passed. The motion was **SECONDED** by Commissioner Horvath.

Isabelle Lopez read the title as follows:

ORDINANCE NO. 2019-33

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING ARTICLE VI. OUTDOOR CAFES ON AVILES STREET; SECTION 22-500 OF THE CODE OF THE CITY OF ST. AUGUSTINE TO PROVIDE A DEFINITION FOR "RETAIL SEATING AREA ON ARTILLERY LANE"; AMENDING CODE SECTION 22-501 TO INCLUDE RETAIL SEATING AREA; AMENDING CODE SECTION 22-502 TO INCLUDE RETAIL SEATING AREA; AMENDING CODE SECTION 22-503 TO INCLUDE RETAIL SEATING AREA; AMENDING CODE SECTION 22-504 TO INCLUDE RETAIL SEATING AREA; TO CLARIFY DUPLICATIVE TERMS AND REFERENCES AND TO CORRECT TERMINOLOGY; TO PROVIDE FOR INCLUSION IN CHAPTER 22, STREETS, SIDEWALKS, PARKS, AND MISCELLANEOUS PUBLIC PLACES OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON MOTION

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

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

(None)

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

(None)

9. Ordinances and Resolutions - No Public Hearing Required

9.A. Ordinances – First Reading

9.A.1. Ordinance 2019-37: Amends Sections 13-3, 13-4 and 13-8 of the City code to make it consistent with the new Florida statute. These changes conform to statutory changes to telecommunications permit.

John Cary, Assistant City Attorney, reviewed the ordinance.

MOTION

Mayor Upchurch MOVED to place Ordinance 2019-37 on first reading, read by title only and moved to second reading. The motion was SECONDED by Commissioner Valdes.

Isabelle Lopez read the title as follows:

ORDINANCE NO. 2019-37

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING SECTION 13-3 OF THE CODE OF THE CITY OF ST. AUGUSTINE; AMENDING DEFINITIONS; AMENDING SECTION 13-4 OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING REGISTRATION REQUIREMENTS FOR COMMUNICATIONS SERVICES PROVIDERS; AMENDING SECTION 13-8 OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING A TIME LIMIT FOR DECISIONS ON APPEAL; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Upchurch, Valdes, Horvath, Freeman, Sikes-Kline
NAYES: None
MOTION APPROVED UNANIMOUSLY

9.B. Resolutions

9.B.1 Resolution 2019-31: Authorizes a temporary easement to the State of Florida Department of Transportation for King Street drainage construction work along parcel number 700.1

Tim Burchfield, Assistant City Manager, reviewed resolutions 2019-31, 2019-32, 2019-33, 2019-24, and 2019-35.

John Valdes asked for clarification regarding the replacement of the storm water system down King Street which had an anticipated completion time-frame of two and half years starting tentatively in the fall of 2022 and being completed in phases.

Commissioner Sikes-Kline asked which resolution effected the easement on the north end of Charlotte on the South side and asked about archeological concerns related to the project. She recommended delaying the resolution until those concerns were clarified and resolved.

Mr. Burchfield recommended tabling all the resolutions so that they could be passed together.

MOTION

Commissioner Sikes-Kline MOVED to TABLE Resolutions 2019-31, 2019-32, 2019-33, 2019-34, and 2019-35 to a subsequent meeting with the condition that Mr. Regan did not execute the temporary license agreement approved on the consent agenda until the resolutions were passed. The motion was SECONDED by Mayor Upchurch and APPROVED BY UNANIMOUS VOICE VOTE.

9.B.2. Resolution 2019-32: Authorizes a temporary easement to the State of Florida Department of Transportation for King Street drainage construction work along parcel number 702.1.

Tabled to a subsequent meeting. See item 9.B.1. for motion to table.

9.B.3. Resolution 2019-33: Authorizes a temporary easement to the State of Florida Department of Transportation for King Street drainage construction work along parcel number 703.1.

Tabled to a subsequent meeting. See item 9.B.1. for motion to table.

9.B.4. Resolution 2019-34: Authorizes a perpetual easement to the State of Florida Department of Transportation for King Street drainage construction work along parcel number 800.1.

Tabled to a subsequent meeting. See item 9.B.1. for motion to table.

9.B.5. Resolution 2019-35: Authorizes a perpetual easement to the State of Florida Department of Transportation for King Street drainage construction work along parcel number 803.1.

Tabled to a subsequent meeting. See item 9.B.1. for motion to table.

10. Staff Reports and Presentations
(None)

11. ITEMS BY CITY ATTORNEY

11.A. Sunshine, Public Records and Ethics Minute.

No presentation made, provided by the City Attorney's Office for information purposes.

11.B. Request to approve foreclosure of 41 Cincinnati Avenue and authorize expenditure of filing fees and costs for it and 52 Spring Street

John Cary, Assistant City Attorney, reviewed the request and stated that the total cost to file would be approximately \$2,600 which would come from General Fund reserves.

There was discussion regarding the process should the request be approved including the auction bidding process.

MOTION

Mayor Upchurch MOVED to approve the foreclosure and authorize the necessary expenditure of legal costs for both properties. The motion was SECONDED by Commissioner Horvath.

VOTE ON MOTION

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

Ms. Lopez announced that the website ADA compliance lawsuit was dismissed with prejudice.

12. ITEMS BY CITY CLERK

Ms. Galambos announced she would be bringing Planning and Zoning Board appointment applications for the next meeting.

13. ITEMS BY CITY MANAGER

13.A. Review of form to be used, if needed, as a guide for Commission preparation of evaluation for City Manager.

John Regan, City Manager, reviewed the form. He recommended that the form be utilized by each commissioner and then given to Ms. Lopez who would compile the comments and provide a report representing the consensus of the board.

Commissioner Sikes-Kline recommended the City Manager give the commissioners his 2018 summary as a benchmark to provide the newer commissioners a way to compare performance.

There was Commission consensus to move forward as discussed.

14. Items by Mayor and Commissioners

Commissioner Sikes-Kline questioned the status of the carousel at Davenport Park.

Mr. Regan responded that the carousel operator had passed away and his widow currently intended to dismantle the carousel.

There was Commission consensus to consider avenues to preserve the carousel for the community.

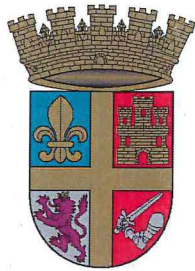
15. Adjournment

There being no further business, the meeting was adjourned at 7:53 P.M.³

Tracy W. Upchurch, MAYOR

Darlene Galambos, CITY CLERK

³ Transcribed by Candice Seymour



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Cuidad de San Agustín de la Florida

PROCLAMATION

WHEREAS, domestic violence is a major public concern for our State and Nation and is now the single largest cause of injury to women; and

WHEREAS, all persons have a basic right to feel safe from harm, especially in their homes, yet more than 700 domestic violence calls were made to law enforcement officers in St. Johns County last year; and

WHEREAS, domestic violence violates an individual's privacy, dignity, security and humanity and affects people of all ages, racial, socioeconomic, educational, religious, and occupational segments of our society, especially children; and

WHEREAS, children from violent homes are physically abused or seriously neglected at a rate significantly higher than the national average and have greater risks of alcohol/drug abuse, juvenile delinquency, cognitive and developmental problems as well as fear, anxiety and guilt; and

WHEREAS, domestic violence is not a private family matter but a crime, the consequences of which reach with devastating effect on the communities, schools and workplaces of our nation; and

WHEREAS, perpetrators of domestic violence must be held accountable for their crimes; and

WHEREAS, domestic violence represents a pattern of assault and coercive behavior that will escalate in frequency and severity if intervention does not occur, and

WHEREAS, public awareness and education about domestic violence are needed as well as uniform efforts on the part of government, health professionals, law enforcement, religious organizations, educators, and community associations to address domestic violence through prevention, intervention, and treatment for victims and perpetrators.

NOW, THEREFORE, the City Commission of the City of St. Augustine does hereby proclaim the month of OCTOBER, 2019 as Domestic Violence Awareness Month and urges all citizens to speak out against domestic violence and support local efforts to assist victims of these crimes in finding the help and healing they need.

IN WITNESS WHEREOF, I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 14th day of October in the year of our Lord two thousand and nineteen; and the four hundred and fifty fourth year of the founding of St. Augustine, the Nation's Oldest City.

ITEM CA.6.
August Financials

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: September 12, 2019

RE: August 2019 Monthly Financial Update

This financial overview reflects the City's overall unaudited financial condition through August 2019. Except as noted below, revenues and expenditures are generally on target for the 11 completed months (92%) of the fiscal year. The City's fiscal year begins on October 1st.

General Fund Revenue - With 11 months (92%) of the fiscal year complete, General Fund (GF) revenues are on pace with trends of prior year collections. Through August, the City's GF has collected a total of **\$28,602,340**, or **94%** of its projected annual revenues. For the same period, the GF has expended **\$24,853,931**, or **79%** of budgeted annual expenditures. The City begins receiving ad valorem taxes (the largest source of income to the City) in the month of November. With the exception of debt service, capital improvements, and insurance premiums, GF operating expenditures are generally incurred in equal amounts over the 12 month period.

Property ad valorem taxes are the largest source of general fund revenue, and make up 41% of total revenues. Other sources of revenue include license and building permit fees, state shared revenue, franchise fees, fines, and investment earnings.

Intergovernmental revenues are received (generally one month in arrears) from other government agencies such as the State and County. The revenues collected in this category include Sales Tax, State Revenue Sharing Proceeds, Local Option Gas Tax, Utility Tax and a few others. Through the month ended August, the City collected **\$2,058,879** in intergovernmental revenues, **\$413,284** in Local Option Gas Tax including Insurance Premiums and **\$1,983,158** in Utility Tax. Fiscal YTD collections total **\$4,455,321**, or approximately **83%** of projected revenue, compared to prior YTD totals of **4,660,938** and **89%**, respectively.

Fines and forfeiture revenues are received from parking violations, code violations, court fines, and violations of local ordinances. Fiscal YTD collections total **\$290,226**, or **82%** of projected revenue, compared to prior YTD totals of **\$345,471** and **75%**, respectively. This is indicative of increased public compliance which generates fewer violations and less citations.

License, Permits and Fees collection of **\$5,450,567** is at **102%** of the **\$5,365,150** budgeted revenues and is on target to exceed this year's budget. This increase is primarily due to higher than anticipated building permit fees being collected. Through the month ended August 2019, the City collected **\$1,168,083** in Building permits fees which is currently **\$214,583** over the **\$953,500** adopted budget. Parking meter fee collections are slightly off last year's collection pace with meter collections of **\$1,969,068** as compared to last year's amount of **\$1,983,415**. The decline in parking meter fee collections is attributable to the removal of two meter pay stations from the Western Auto lot and the June 2019 transitioning of approximately 195 single space parking meters to pay stations.

General Fund personnel and operating expenditures are within or under budget.

The **Capital Project fund** represent long-term project to build, improve, maintain, or develop a capital asset. These project activities involve a significant and consistent flow of investment. The city's capital projects and capital outlays generally represent projects from six functional divisions. These divisions are Transportation, Solid Waste, Sewer, Stormwater collections, the Water division, and the Water Treatment Plant. Due to the long-term view used in budgeting for the various capital outlay spending, no performance status is provided unless capital spending exceeds the capital outlay budgeted.

Utility Fund construction and connection fee collections of **\$2,521,692** are in excess of the **\$1,788,400** current year budget by over **\$733,292** primarily due to new construction. Utility fund capital outlay spending of **\$3,436,476** represents **40%** of the **\$8,607,807** budgeted spending.

Stormwater revenue pace remains on budget for this fiscal year at **94%**.

The Solid Waste budget remains constant this fiscal year and on budget.

The Marina Fund continues to exceed budgetary expectations with operating revenues at **97%** of budget. The Marina has received grant funding for its damages incurred from prior year hurricanes that has exceeded the budget by **\$2,212,974**.

The total VIC current year operating revenues is on pace to exceed budgeted revenues. Total personnel and operating expenses are on pace to be within or under the annual budget.

General Fund

Current Year and Prior Year to Date for Period Ending August 31, 2019

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Ad Valorem Taxes	11,710,713	11,700,932	100%	10,677,031	10,410,972	103%
Local Option Gas Tax	413,281	520,067	79%	423,167	496,433	85%
Insurance Premiums	3	336,239	0%	176,271	336,239	52%
Utility Taxes	1,983,158	2,467,933	80%	2,069,664	2,435,004	85%
Grants	5,350	208,390	3%	26,112	12,650	206%
Intergovernmental	2,058,879	2,342,929	88%	1,991,837	2,303,514	86%
Franchise Fees	1,555,682	1,750,774	89%	1,525,259	1,662,000	92%
Licenses, Permits & Other Fees	5,450,567	5,365,150	102%	4,840,984	4,502,416	108%
Fines and Forfeitures	290,226	354,395	82%	345,471	461,845	75%
Administrative Overhead	3,422,181	3,733,288	92%	3,250,312	3,545,795	92%
Investment Income	291,866	350,450	83%	175,022	120,540	145%
Miscellaneous	1,420,434	1,326,372	107%	1,315,218	1,319,960	100%
Total Operating Revenue	28,602,340	30,456,919	94%	26,816,348	27,607,368	97%
<u>Operating Expenses</u>						
General Government	6,454,334	7,607,903	85%	5,963,292	7,184,378	83%
Public Safety	9,535,131	11,375,463	84%	9,090,018	10,415,145	87%
Physical Environment	2,563,077	3,260,996	79%	2,445,710	2,935,780	83%
Transportation	3,237,544	4,195,029	77%	3,334,695	3,975,009	84%
Culture and Recreation	1,311,897	1,617,869	81%	1,280,819	1,614,944	79%
Capital Outlays						
Buildings	88,051	90,970	97%	89,095	168,659	53%
Infrastructure Improvements	842,749	1,963,405	43%	939,269	1,426,760	66%
Machinery & Equipment	821,148	1,337,412	61%	764,192	920,592	83%
Total Operating Expenses	24,853,931	31,449,047	79%	23,907,090	28,641,267	83%
<u>Non-Operating Revenue/ (Expenses)</u>						
Proceeds from sales	135,143	42,092	321%	139,560	86,348	162%
Non-Operating Revenue/(Expenses)	135,143	42,092	321%	139,560	86,348	162%
<u>Transfers In/ (Out)</u>						
Transfers In	3,264,899	4,799,292	68%	3,113,106	5,036,003	62%
Transfers Out	(1,464,407)	(3,849,255)	38%	(1,285,369)	(4,088,452)	31%
Total Transfers In/ (Out)	1,800,492	950,037	190%	1,827,737	947,551	193%
	\$ 5,684,044	\$ -		\$ 4,876,555	\$ -	

Capital Projects Fund

Current Year and Prior Year to Date for Period Ending August 31, 2019

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Miscellaneous	-	100,000	0%	1,000	200,000	1%
Total Operating Revenue	-	100,000	0%	1,000	200,000	1%
<u>Operating Expenses</u>						
General Government	193,916	300,507	65%	731,585	301,981	242%
Public Safety	-	-	0%	-	-	0%
Physical Environment	-	-	0%	-	-	0%
Transportation	-	-	0%	-	-	0%
Culture and Recreation	-	-	0%	-	-	0%
Capital Outlays						
Land	233,817	234,500	100%	-	-	0%
Buildings	-	400,000	0%	278,810	312,879	89%
Infrastructure Improvements	56,130	877,152	6%	73,351	1,129,794	6%
Machinery & Equipment	67,190	294,899	23%	455,043	830,240	55%
Total Operating Expenses	551,053	2,107,058	26%	1,538,789	2,574,894	60%
<u>Non-Operating Revenue/ (Expenses)</u>						
Grants	189,923	538,186	35%	401,924	200,000	201%
Proceeds from sales	-	-	0%	70,972	-	100%
Non-Operating Revenue/(Expenses)	189,923	538,186	35%	472,896	200,000	236%
<u>Transfers In/ (Out)</u>						
Transfers In	-	1,468,872	0%	-	2,174,894	0%
Transfers Out	-	-	0%	-	-	0%
Total Transfers In/ (Out)	-	1,468,872	0%	-	2,174,894	0%
	\$ (361,130)	\$ -		\$ (1,064,893)	\$ -	

CRA(s) Fund

Current Year and Prior Year to Date for Period Ending August 31, 2019

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
City Ad Valorem	-	-	0%	-	-	0%
County Ad Valorem	656,459	653,220	100%	473,426	530,928	89%
Total Operating Revenue	656,459	653,220	100%	473,426	530,928	89%
<u>Operating Expenses</u>						
Operating Expenses	302,293	1,262,855	24%	108,501	533,028	20%
Total Operating Expenses	302,293	1,262,855	24%	108,501	533,028	20%
Transfers In	873,509	1,564,931	56%	709,107	1,149,611	62%
Transfers Out	(875,688)	(955,296)	92%	(1,076,885)	(1,147,511)	94%
Total Transfers In/ (Out)	(2,179)	609,635	0%	(367,778)	2,100	-17513%
	\$ 351,987	\$ -		\$ (2,853)	\$ -	

Utility Fund

Current Year and Prior Year to Date for Period Ending August 31, 2019

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Water User Fees	8,003,945	8,269,650	97%	7,166,321	7,865,238	91%
Sewer User Fees	7,492,739	8,029,052	93%	6,988,551	7,374,038	95%
Construction & Connection Fees	2,521,692	1,788,400	141%	2,775,368	1,321,494	210%
Other	431,423	604,600	71%	613,145	489,280	125%
Total Operating Revenue	18,449,799	18,691,702	99%	17,543,385	17,050,050	103%
<u>Operating Expenses</u>						
Personal Services	4,069,411	4,656,385	87%	3,929,217	4,507,934	87%
Operating Expenses	3,029,382	3,926,335	77%	2,703,023	3,484,815	78%
Administrative Overhead	2,228,251	2,430,819	92%	2,086,814	2,276,078	92%
Capital Outlays						
Infrastructure Improvements	3,178,205	8,194,220	39%	4,777,640	9,628,118	50%
Buildings	-	-	0%	-	-	0%
Machinery & Equipment	258,270	413,588	62%	375,772	493,041	76%
Total Operating Expenses	12,763,519	19,621,347	65%	13,872,466	20,389,986	68%
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	270,158	234,400	115%	154,106	121,900	126%
Fiscal Charges	(480,699)	(3,322,156)	14%	(233,521)	(2,779,666)	8%
Grants	515,126	792,653	65%	67,909	-	100%
Disposition of Assets	37,786	-	100%	73,390	10,000	734%
Non-Operating Revenue/(Expenses)	342,371	(2,295,103)	-15%	61,884	(2,647,766)	-2%
<u>Transfers In/ (Out)</u>						
Transfers In	4,363,919	8,030,269	54%	6,164,214	12,073,014	51%
Transfers Out	(5,243,000)	(4,805,521)	109%	(7,065,066)	(6,085,312)	116%
Total Transfers In/ (Out)	(879,081)	3,224,748	-27%	(900,852)	5,987,702	-15%
	\$ 5,149,570	\$ -		\$ 2,831,951	\$ -	

Stormwater Fund

Current Year and Prior Year to Date for Period Ending August 31, 2019

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	894,594	953,103	94%	873,869	944,350	93%
Total Operating Revenue	894,594	953,103	94%	873,869	944,350	93%
<u>Operating Expenses</u>						
Personal Services	303,668	337,005	90%	264,309	319,172	83%
Operating Expenses	64,327	137,568	47%	55,837	118,011	47%
Administrative Overhead	306,632	334,508	92%	275,682	300,641	92%
Capital Outlays						
Land	232,143	234,500	99%	-	-	0%
Machinery & Equipment	35,014	34,894	100%	10,599	45,600	23%
Infrastructure Improvements	763,784	3,544,746	22%	891,499	2,892,466	31%
Total Operating Expenses	1,705,568	4,623,221	37%	1,497,926	3,675,890	41%
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	30,114	25,000	120%	28,003	6,000	467%
Grants	32,154	1,231,389	3%	181,802	1,283,919	14%
Non-Operating Revenue/(Expenses)	62,268	1,256,389	5%	209,805	1,289,919	16%
<u>Transfers In/ (Out)</u>						
Transfers In	195,542	2,682,245	7%	503,704	1,780,035	28%
Transfers Out	(241,237)	(268,516)	90%	(240,913)	(338,414)	71%
Total Transfers In/ (Out)	(45,695)	2,413,729	-2%	262,791	1,441,621	18%
	\$ (794,401)	\$ -		\$ (151,461)	\$ -	

Solid Waste Fund

Current Year and Prior Year to Date for Period Ending August 31, 2019

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	3,545,353	3,845,106	92%	3,484,870	3,909,201	89%
Franchise Fees	41,979	38,992	108%	29,354	55,000	53%
Other	15,754	14,000	113%	6,467	3,000	216%
Total Operating Revenue	3,603,086	3,898,098	92%	3,520,691	3,967,201	89%
<u>Operating Expenses</u>						
Personal Services	1,141,192	1,263,849	90%	1,134,529	1,239,538	92%
Operating Expenses	1,731,082	2,101,285	82%	2,218,334	1,920,373	116%
Administrative Overhead	455,673	497,098	92%	475,430	518,651	92%
Total Operating Expenses	3,327,947	3,862,232	86%	3,828,293	3,678,562	104%
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	3,522	7,500	47%	140	5,000	3%
Disposition of Assets	4,838	2,140	226%	59,290	16,342	363%
Non-Operating Revenue/(Expenses)	8,360	9,640	87%	59,430	21,342	278%
<u>Transfers In/ (Out)</u>						
Transfers In	13,750	246,049	6%	13,750	17,393	79%
Transfers Out	(262,357)	(291,555)	90%	(234,553)	(327,374)	72%
Total Transfers In/ (Out)	(248,607)	(45,506)	546%	(220,803)	(309,981)	71%
	\$ 34,892	\$ -		\$ (468,975)	\$ -	

Municipal Marina Fund

Current Year and Prior Year to Date for Period Ending August 31, 2019

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	3,260,845	3,347,188	97%	2,026,261	2,081,000	97%
Rental Income	12,343	15,911	78%	14,310	15,449	93%
Other	51,620	56,223	92%	48,689	49,316	99%
Total Operating Revenue	3,324,808	3,419,322	97%	2,089,260	2,145,765	97%
<u>Operating Expenses</u>						
Personal Services	637,569	727,744	88%	559,511	624,591	90%
Operating Expenses	1,641,704	1,890,088	87%	1,272,694	885,608	144%
Administrative Overhead	220,072	240,079	92%	214,143	233,610	92%
Capital Outlays						
Infrastructure Improvements	1,237,368	1,332,555	93%	1,975,837	194,796	1014%
Machinery & Equipment	59,070	138,750	43%	-	-	0%
Total Operating Expenses	3,795,783	4,329,216	88%	4,022,185	1,938,605	207%
<u>Non-Operating Revenue/ (Expenses)</u>						
Fiscal Charges	(71,307)	(100,000)	71%	(38,393)	-	100%
Grant Income	2,212,974	7,000	31614%	150,000	5,000	3000%
Non-Operating Revenue/(Expenses)	2,141,667	(93,000)	-2303%	111,607	5,000	2232%
<u>Transfers In/ (Out)</u>						
Transfers In	24,778	1,357,780	2%	24,778	27,032	92%
Transfers Out	(154,328)	(354,886)	43%	(147,912)	(463,944)	32%
Total Transfers In/ (Out)	(129,550)	1,002,894	-13%	(123,134)	(436,912)	28%
	\$ 1,541,142	\$ -		\$ (1,944,452)	\$ -	

Visitor Information Center Fund

Current Year and Prior Year to Date for Period Ending August 31, 2019

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Parking Revenue	3,745,341	3,695,050	101%	3,573,152	4,083,000	88%
Gift Shop Revenue	722,416	720,860	100%	687,544	618,637	111%
Other	68,823	76,000	91%	56,299	65,500	86%
Total Operating Revenue	4,536,580	4,491,910	101%	4,316,995	4,767,137	91%
<u>Operating Expenses</u>						
Personal Services	916,155	1,049,596	87%	848,103	1,023,468	83%
Operating Expenses	911,232	1,058,772	86%	689,011	1,127,390	61%
Administrative Overhead	211,552	230,784	92%	198,244	216,266	92%
Capital Outlays						
Buildings	-	-	0%	0	278	0%
Machinery & Equipment	-	-	0%	-	-	0%
Total Operating Expenses	2,038,939	2,339,152	87%	1,735,358	2,367,402	73%
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	65,760	49,277	133%	39,655	18,000	220%
Other Income	187,488	184,502	102%	188,507	171,268	110%
Fiscal Charges	(435,550)	(1,776,630)	25%	(467,192)	(1,704,117)	27%
Non-Operating Revenue/(Expenses)	(182,302)	(1,542,851)	12%	(239,030)	(1,514,849)	16%
<u>Transfers In/ (Out)</u>						
Transfers In	875,688	1,186,796	74%	776,885	874,697	89%
Transfers Out	(1,417,811)	(1,796,703)	79%	(1,301,592)	(1,759,583)	74%
Total Transfers In/ (Out)	(542,123)	(609,907)	89%	(524,707)	(884,886)	59%
	\$ 1,773,216	\$ -		\$ 1,817,900	\$ -	

ITEM CA.7.
Ratification of Collective
Bargaining Agreements

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan
City Manager

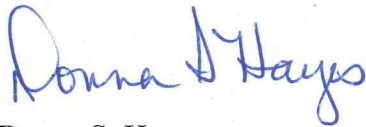
DATE: September 9, 2019

RE: Ratification of Collective Bargaining Agreement

The attached is the signed collective bargaining agreement between the City of St. Augustine and the Coastal Florida Police Benevolent Association. The bargaining unit members voted and approved the agreement. The contract covers a 3-year period from October 1, 2019 until September 30, 2022 and needs to be ratified by the Commission.

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

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



Donna S. Hayes
Human Resources Director

AGREEMENT
BETWEEN
CITY OF ST. AUGUSTINE
and the
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

October 1, 2019 through September 30, 2022

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ARTICLE 1

BARGAINING UNIT - DEFINITIONS

Section 1. Bargaining Unit.

The City of Saint Augustine (hereinafter “Employer” or “City”) recognizes the Coastal Florida Police Benevolent Association (hereinafter “the Association”) as the exclusive bargaining representative for the following unit of members of the Saint Augustine Police Department. All full-time regular sworn police officers employed by the Saint Augustine Police Department in the position of Police Officer, Corporal and Sergeant. Excluded from this unit are all employees above the rank of sergeant.

Section 2. Definitions.

A. Employee - Except as herein otherwise defined wherever the term “employee” is used in this Agreement, it shall mean full-time regular employees with the bargaining unit as heretofore described. Specials, reserves, provisional and probationary employees while in field training are excluded from the term “employee” hereunder. After successful completion of field training, probationary employees will have access to the Grievance and Arbitration Procedure to the extent permitted by Article 16, Section 5.

B. Superior Officers - Wherever the term “Superior Officers” is used in this Agreement, it shall mean a member of the permanent police force of the City of St. Augustine of the rank of Commander or higher.

C. The term “Chief of Police” shall mean the Chief or the appointed Acting Chief.

ARTICLE 2

THE ASSOCIATION DUES DEDUCTION

During the life of this Agreement, and in accordance with Florida law, specifically Section 447.303, Florida Statutes, the Employer agrees to deduct the Association dues from the pay of each employee in the bargaining unit who authorizes said deduction, and shall mail said dues to the address of the Association as certified by the Association to the City.

It is understood that this provision will provide for twenty-six (26) deductions per year for all employees. The Public Employer will remit to the Association such sums within thirty (30) days. Changes in The Association membership dues rate will be certified to the Public Employer in writing and shall be done at least thirty (30) days in advance of the effective date of such change. The Public Employer's remittance will be deemed correct if the Association does not give written notice to the Public Employer within two (2) calendar weeks after a remittance is received, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

The Association will indemnify, defend and hold the Public Employer harmless against any claim and against any suit instituted against the Public Employer on account of any deduction of The Association dues.

In accordance with Section 447.303, Florida Statutes, an employee may revoke in writing at any time his authorization for dues deduction. Dues revocation shall be processed through the Association, but in the event of direct revocation, the employer will notify the Association within the next pay period.

No deduction shall be made from the pay of the employee for any payroll period in which the employee's net earnings for that payroll period, after deductions, are less than the amount of dues to be checked off.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1

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

- a. To manage and direct the employees of the City.
- b. To hire, promote, transfer, schedule, assign and retain employees in positions with the City.
- c. To suspend, demote, discharge or take other disciplinary action against employees for just cause.
- d. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- e. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- f. To determine the number of employees to be employed by the City.
- g. To determine the number, types, and grades of positions or employees assigned to an operational unit, department or project.
- h. The organization of City government.
- i. To maintain and improve the efficiency of the operations of the City.
- j. To determine internal security practices.

Section 2

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

Section 3

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

Section 4

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

Section 5

The parties agree that, upon the exercise of a management prerogative that requires impact bargaining, in the absence of an emergency declared by the City Commission, upon request of the Association, both parties will immediately be available to negotiate the impact. If the parties are unable to agree, the change will not be implemented until the City has met the minimum requirements for impact bargaining then in existence under the Public Employees Relations Act.

ARTICLE 4

EMPLOYEE RIGHTS

Neither the City nor the Association will interfere with an employee's right to engage in protected, concerted activity nor to refrain from participating in such activity.

Without limiting the foregoing, the City agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining, to make any agreement with any such group organization which would violate any rights of the Association under this Agreement or the law. Further, no representative, department official, or agent of the City or the Association shall:

1. Interfere with, restrain or coerce employees in the exercise of their right to join or refrain from joining the Association.
2. Interfere with the formation, existence, operations, or administration of the Association. Conduct of the Association business will not be on City time except as provided for specifically elsewhere in the Agreement.
3. Discriminate in regard to employment or condition of employment in order to encourage or discourage membership in the Association.
4. Discriminate against an employee because he has given testimony, taken part in any grievance procedure or other hearings, negotiations, or conference or in behalf of the Association, the City or any employees.

The City will not refuse to meet, negotiate or confirm proper matters with officers or representatives of the Association as set forth in this Agreement.

The City will not discharge or discriminate in any way against employees of the Police Department for the Association membership or the Association activities.

The Association will encourage the bargaining unit members to allow the elected officials of the Association rather than individual members, to represent the Association views and positions to political bodies, news media, and the public.

ARTICLE 5

DISCIPLINARY ACTION

Section 1

No employee of the Police Department as defined in Article 1, Section 2(A) shall be removed, dismissed, discharged, or suspended except for just cause.

Section 2

Any Police Officer required to submit to interrogation by a superior officer, which could result in disciplinary action, shall be allowed the company of an Association official or an attorney as provided by law.

Section 3

The "Police Officer's Bill of Rights" as set forth in Florida Statute §112.532, as amended from time to time, is incorporated herein and made a part of this contract. A copy of current Florida Statute §112.532 is attached as Appendix D.

Section 4

During any investigation covered by the Police Officer's Bill of Rights, the employee will be asked if he wants an attorney and/or representative present. Under this Section, the employee will be entitled to have any two (2) of the following present:

- A. One (1) local representative and a staff representative or,
- B. One (1) local representative and an attorney or,
- C. One (1) staff representative and an attorney.

If the employee desires to have any combination of the above representatives present or any one of them, the investigation will start when the desired attorney/representatives are present

provided that if a specific attorney or representative is requested, the request for the specific individual will be granted only if the individual requested is available within a reasonable time. What is a “reasonable time” will depend upon the subject matter being investigated.

Section 5

A copy of any disciplinary action will be given to the employee being disciplined. The employee will sign the form to acknowledge receipt. A copy will be placed in the employee’s file. An employee has the right to prepare a written response to any written reprimand within 10 days of receipt of the reprimand. The response will be placed in the employee’s file. The City also agrees to copy employees when any disciplinary document is placed in their personnel file.

Section 6

Employees are entitled to inspect and copy their personnel files and any internal investigation files not confidential by law. Upon request of the employee, the employer agrees to furnish these records and documents to the employee. The employer will supply these documents within 24 hours of the request.

Section 7

When the police department receives anonymous complaints of officer misconduct, the department will attempt to verify that there are reasonable grounds that the misconduct may have occurred before starting an official Internal Affairs investigation.

Section 8

All material that relates to an investigation that is unfounded shall be marked unfounded.

Section 9

The City agrees to purge all files that relate to internal affairs investigations after all relevant state and federal statutes of limitations have expired, and then to the extent permitted by the Public Records Act.

Section 10

A written reprimand shall be marked “no longer effective” after 24 months if the officer has not committed another offense. Suspensions are not affected by this Section and may be used in any subsequent discipline.

Section 11

If termination is involved, the employee may be placed on Administrative Leave with pay pending pre-termination procedures or the outcome of an internal investigation, if it is deemed to be in the best interest of the City. Employees who are placed on Administrative Leave with pay pending pre-termination procedures or the outcome of an internal investigation shall cease to accrue sick and vacation time should the leave exceed one pay period. If the employee is not ultimately terminated, accruals that would have been earned will be posted to the employees sick and vacation accounts.

ARTICLE 6

ASSOCIATION BUSINESS LEAVE

Section 1. Negotiating Committee.

Employees who are members of the Association negotiating committee, not more than three in number, shall suffer no loss of pay or benefits in order to attend all scheduled meetings with representatives of the Employer for the purpose of negotiating the terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2. The Association Stewards.

The Employees shall select not more than two (2) Association Stewards whose names shall be furnished to the Employer and the Chief. The Association Steward or representative shall be granted reasonable time off if necessary, during working hours without the loss of pay or other benefits, in order to resolve grievances expeditiously. Said time shall be requested of the Chief or his designee, who shall not withhold permission for more than twenty-four (24) hours, except in the case of an emergency.

Section 3. Conventions.

Eligible employees shall be allowed to attend conventions of the FPOA and other police or legal seminars which are deemed by the Chief of Police and the City Manager to be a benefit to the Department.

ARTICLE 7

NO STRIKE CLAUSE

Section 1

No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services to the City of St. Augustine.

Section 2

The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services to the City of St. Augustine.

Section 3

Should any employee or group of employees covered by this Agreement engage in any such strike, work stoppage, slowdown, or withholding of services to the City of St. Augustine, the Association shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services to the City of St. Augustine and shall refuse to recognize any picket line established in connection therewith.

Section 4

The Association shall at the request of the Employer take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 5

In the event of a strike, work stoppage, slowdown, or any form of interference with the operations of the Employer, if such strike, work stoppage, slowdown, or any form of interference with the operations of the Employer continues for more than twenty-four (24) hours after notification, if the Association has not publicly disavowed such strike, work stoppage, slowdown, or any form of interference with the operations of the Employer, or similar interference with the operations of the Employer and ordered the employees back to work and attempted to bring about a prompt resumption of normal operations, then this Agreement may at the option of the City be declared null and void in its entirety.

Section 6

Nothing contained in this Article will prevent the Employer from exercising any other rights it may have nor deprive the City of filing suit to enjoin the strike. The City retains the right to terminate or otherwise discipline any employee who violates this Article.

ARTICLE 8

STABILITY OF AGREEMENT

Section 1

No agreement, understanding, alteration or variation of the Agreement, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2

The failure of the Employer or the Association to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Association to future performance of any such item or condition, and the obligation of the Employer and the Association to such future performance shall continue in full force and effect.

Section 3

All rules, regulations, policies and procedures of the Employer in effect on the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with the terms of this Agreement. Authority to change, modify or delete rules, regulations, policy or procedures not in conflict with the terms of this Agreement rests with the Employer.

ARTICLE 9

ADHERENCE TO LAW

The Employer and the Association recognize and adhere to all State Labor Laws, and to Civil Service ordinances, rules and regulations, only as they pertain to the City of St. Augustine.

ARTICLE 10

HOURS OF DUTY AND WORK SCHEDULE

Section 1

Commencing and ending hours of shift will be determined by the Chief of Police. The City hereby elects to establish its workweek under 29 U.S.C. § 270(k) of the Fair Labor Standards Act. The City elects to utilize the seven (7) day option under the above-referenced section of the Fair Labor Standards Act.

Section 2

The basic schedule shall be a fifty-six (56) day rotation of 12-hour shifts with a fourteen (14) calendar day work period for a total of 336 hours. The normal work week will be a scheduled 80 hour bi-weekly work period, inclusive of meal breaks, with the shift personnel being assigned by management. However, the Chief of Police may establish such additional shifts as deemed necessary to provide adequate police protection.

Section 3

Members of the Department shall not be assigned to a particular shift for less than 56 days, nor for more than 56 day periods except in unusual circumstances when the Chief may assign the same officer to one additional consecutive 56 day period.

Section 3 of this article shall not apply to employees (police officers, corporals and sergeants) assigned to investigations, training, professional standards, or community resources division.

Section 4

The parties agree that the Chief of Police and the bargaining unit may mutually agree to try different work schedules for a 6-month period. At the end of the 6-month period, if both parties are not agreeable to the new schedule, the “fifty-six (56) day shift” will be reinstated.

Section 5

The Employer will notify employees fourteen (14) days in advance of a permanent change in squad assignments. This will not prevent the Employer from making temporary changes due to manpower shortages, FTO training, coverage requirements, emergencies, etc.

Section 6

Meal breaks of 30 minutes or less will be paid provided officers do not travel more than 1 mile outside the City limits and are able to promptly respond to calls. During the term of this contract, the current practice of allowing officers to take the police vehicle home for meal breaks will continue; provided that officers live within 1 mile of City limits and must checkout with Dispatch upon leaving their assigned patrol area and must check back in with Dispatch upon returning to their assigned patrol area following a meal break.

Section 7

It is recognized that part of a bargaining unit employee’s obligation includes performance of certain additional duties during the employee’s 12-hour shift. Therefore, up to one-half hour per day (2-1/2 hours per week) may be set aside for the exchange of information, the completion of paper work at the beginning or end of each shift, and other incidental jobs that must be performed at the beginning or end of the shift.

Section 8

In the event the City determines for fiscal years 2019 – 2022 that it will be necessary to reduce the number of hours worked by City employees in all City departments, the Union will

be given notice of that decision and a period of fourteen (14) days to negotiate the impact of that decision on bargaining unit employees prior to implementation with a minimum of three (3) meetings held during that fourteen (14) day period. In this regard, the City will first make every effort to maintain hours of work in safety sensitive positions before considering hours reductions in all City Departments.

ARTICLE 11

OVERTIME

Section 1

The City elects to operate under 29 U.S.C. Section 207(k) of the Fair Labor Standards Act by establishing a fourteen (14) calendar day work period. The normal payroll week will begin at 12:01 a.m. Tuesday morning and will continue for 336 hours, which is fourteen (14) calendar days. The normal pay period will be two consecutive pay weeks. The normal work period will be eighty (80) scheduled hours during a pay period, exclusive of meal breaks.

Section 2

All work performed in excess of eighty (80) hours in any one pay period shall be paid for at the rate of one and one-half times the employee's regular rate of pay. It is the intent of the City that each employee takes a 30-minute meal break each day in accordance with Article 10, Section 6.

Section 3

Any police officer required by the City to attend any court, court conference, or other related proceedings, as a witness, or in any other capacity, other than jury duty, for, or on behalf of the City or State, at any time other than during a regular tour of duty, shall be compensated at a rate of one and one-half (1½) times the employee's regular hourly pay for a minimum of two (2) hours. Compensation received from the court may be retained by the officer in lieu of City compensation. A form attesting to the required attendance must be provided by the employee to the Police Department. Five dollars (\$5.00) (or the current Florida statutorily authorized fee) will be deducted from the employee's pay for each day of required court attendance.

Section 4

Any police officer required to return to work by a Sergeant or a superior officer after having left the station at the completion of his regular shift shall be paid at the time and one-half rate for a minimum of two (2) hours.

Section 5

Any off-duty police officer required to "stand-by" awaiting a call of duty shall be paid for all "stand-by" time at rates provided in Section 1 and Section 2. Police officers who are required to keep the Department notified of their whereabouts but are not required to remain at a specified location, shall not be compensated for such time.

Section 6

All hours of required attendance at training and out of town travel (more than fifteen (15) miles) to and from training will be treated as time worked for pay purposes and paid as provided in Sections 1 and 2. Time spent out of town at training conferences not in actual training (sleeping, eating or other time not actually in class) will not be counted as time worked for pay purposes, provided that if the required attendance is on a regular work day, the employee shall be paid for either the normal number of hours the employee is regularly scheduled to work on that day or the hours in actual training, whichever is greater. Authorized lodging, meals and travel expenses consistent with City policy in effect at the time the travel occurs will also be paid.

If an employee volunteers to attend an out of town training conference, and is permitted to attend by the Chief, if the attendance is on the employee's scheduled work day, the employee will be paid for the regular eight (8) hours he/she would have worked on that day. No other pay for those who volunteer to attend training will be paid.

Section 7

Time paid for, but not worked, such as sick leave, leave without pay and military leave shall not be counted in determining overtime.

If an officer is required to work hours into a second consecutive shift for the purposes of meeting minimum manning levels as set forth from time to time by the Employer, the officer will be paid at the rate of one and one-half (1½) times the officer's regular rate of pay regardless of whether the employee has worked 80 hours in the pay period.

ARTICLE 12

WORKING OUT OF CLASSIFICATION

Section 1

Any sworn police officer below the rank of Corporal covered by this Agreement who is required to accept the responsibilities of a Sergeant for twelve (12) consecutive hours or longer, shall be paid a 5% differential on the officer's base salary while serving as a Sergeant.

Section 2

The senior police officer on the shift when a Corporal or a Sergeant is not available will assume the responsibility of the Sergeant, unless a Sergeant or superior officer has appointed an acting Sergeant in his absence regardless of seniority.

The above will not apply if a Sergeant or superior officer is present.

Section 3

A Corporal assuming the responsibility of the Sergeant for more than an 80 hour period shall be paid a 5% differential on the Corporal's base salary while serving as a Sergeant.

ARTICLE 13

EXCHANGE OF TIME

Each employee in the bargaining unit will be allowed to exchange time or “swap” a shift whenever he is able to secure another employee to work in his place. Said “swap” shall be governed as follows:

1. Such “swaps” or exchanges are made only after prior approval of their respective commander (Operations, Community Resources, or Administrative Services).
2. Such substitution occurs within the same payroll period and does not impose additional cost on the City with regard to the payment of salaries and wages in the form of overtime or otherwise.
3. The officer in charge of the shift in which the substitution takes place be notified one day prior to its becoming effective, except in the case of an emergency, the notification may be made on a shorter term.
4. Approval of swaps will normally be made if the “swap” is for a justifiable reason. The Chief will have the authority to deny swaps if, in his opinion, (a) the privilege is being abused; or (b) either officer involved in the swap is not meeting expected performance standards.
5. Swaps for up to fifty-six (56) days may be allowed if applied for 14 days in advance and approved by the employees’ respective commander (Operations, Community Resources, or Administrative Services).
6. Repayment of swap time is solely the responsibility of the employees involved in the swap. The City will incur no additional responsibility of any type as a result of permitting a swap.

ARTICLE 14

WAGES

Section 1

A. For FY 2019/2020, bargaining unit employees shall receive the following, effective the first full pay period in October of 2019:

1. For bargaining unit employees hired by the City on or prior to June 30, 2013, an automatic one-step increase in accordance with Appendix A for Police Officers, Appendix B for Corporals, and Appendix C for Sergeants.
2. For bargaining unit employees hired on or after July 1, 2013, no automatic step increases.
3. All full-time regular and probationary employees will receive a 1% general wage increase based on the employee's regular straight time hourly rate.
4. Full-time, non-probationary employees, shall be entitled to merit step increases as set forth in Section 4 of this Article.

B. For FY 2020/2021 and FY 2021/2022, bargaining unit employees shall receive the following, effective the first full pay period in October of 2020 and 2021:

1. A general was increase, if any, which shall be the same as that given to City employees not in a bargaining unit.
2. Full-time, non-probationary employees, shall be entitled to merit step increases as set forth in Section 4 of this Article.

Section 2

All bargaining unit employees hired on or after October 1, 2019 will receive the entry-level pay set forth in Appendix A. Upon completion of probation, on the first anniversary date of

employment, the employee will automatically receive a three-step increase. On an employee's second anniversary date with the City, the employee will automatically receive an additional two step increase. New employees will not be eligible for the merit step increase on the contract anniversary date until after one (1) full year of employment. All pay increases after the first and second anniversary dates will be based on merit.

Section 3

Additional steps for receiving a college degree(s).

An education supplement as hereinafter set forth, will be paid to employees hired on or after October 1, 2019, or for officers attaining advanced degrees as hereinafter set forth:

- a) AA (2 year) degree from accredited college 4 steps
- b) BA/BS (4 year) degree from an accredited college 4 steps
(8 steps if AA degree not attained)
- c) MA (or any equivalent advanced degree) from an accredited college 4 steps

The MA educational supplement will only apply to those bargaining unit employees who, as of the date of the ratification of this agreement: (1) are currently employed; (2) hold a Bachelors degree from an accredited college; and (3) who enroll in a Masters program from an accredited college before October 1, 2013. The education steps will be added to the employee's pay upon completion of field training. No employee can exceed Step 40. Sergeants will only be eligible for 4 steps for obtaining a BA/BS degree. The increase will be effective the first full pay period following submission of a copy of the degree or other verifiable information showing that a degree has been awarded.

Effective FY 2019/2020, an employee promoted to Corporal or Sergeant will be placed into the new pay range based on their base wage without educational steps. Once the employee

has been placed into the new pay grade as outlined in Section 7, their educational steps will be reapplied.

Section 4

Prior to October 1st of each year, the immediate supervisor or team of supervisors will evaluate each employee as defined in Article 14, Section 2. The Chief will review the evaluation before it is given to the employee. The evaluation will be based on the general performance criteria which will be the same for all employees, and the technical performance criteria which will vary according to the requirements of each job classification. Any changes in the general or technical criteria made by the City will not be effective until the Union has been notified, in writing, by the City of the changes. Any such changed criteria will only be used to evaluate employees on and after the effective date of the change. Each of the 10 general criteria is worth 5 points. The 10 technical criteria for each job have been divided into 2 groups. Group A includes the 4 most important technical criteria for each job and each are worth 10 points. Group B includes the 6 technical criteria of each job that are considered to have lesser importance and are worth 5 points each. The total point value is 120.

Full-time non-probationary employees scoring 70 to 77 points will receive a one-step increase; those scoring 78 to 89 points will receive a two-step increase; those scoring 90 to 97 will receive a three-step increase; those scoring 98 to 109 will receive a four-step increase; and those receiving 110 and above will receive a five-step increase.

Section 5

No police officer or Corporal, as a result of automatic step increases, merit step increases or an educational incentive will exceed the rate for Step 40 of the employee's pay grade. No Sergeant as a result of automatic or merit step increases will exceed Step 30 of the Sergeant's pay

grade. The pay grade and step summary for officers is attached as Appendix A; the pay grade and step summary for Corporals is attached as Appendix B; the pay grade and step summary for Sergeants is attached as Appendix C.

Section 6

At the expiration of this agreement on September 30, 2022 and thereafter, there will be no continuation of any increases provided under this Article, unless a new contract is ratified by both parties on or before October 1, 2022, or unless the parties mutually agree in reopener negotiations to extend the contract beyond October 1, 2022.

Section 7

- A. If the promoted employee's current salary is above Step 1 of the new pay range, the employee will first be slotted into the new pay range. The employee's salary will then be rounded up to the nearest step in the pay range. The employee's salary will then be adjusted five (5) full steps above where the employee had been placed as a result of rounding and placed on step in the pay range. The intent of this paragraph is that an employee will receive a minimum of five (5%) percent per promotion; or
- B. If the promoted employee's current pay is below Step 1, the employee will receive Step 1 of the Corporal or Sergeant pay range, as applicable, provided that the minimum of the new pay range is at least five (5%) percent higher than the employee's pay prior to promotion.
- C. For FY 2019/2020, Bargaining unit members previously promoted to Corporal or Sergeant, who received less than a 5% increase, will received an automatic one-step increase effective the first pay period in October.
- D. For FY 2019/2020, a one-time salary adjustment for Corporals and Sergeants will be made as outlined on Appendix E.

Section 8

For FY 2019/2020, Officers assigned as Field Training Officers (FTO) will receive \$2.25 per hour for all hours assigned to and working as an FTO, and when attending required meetings of Field Training Officers. Beginning FY 2020/2021, Officers assigned as Field Training Officers (FTO) will receive \$3.00 per hour for all hours assigned to and working as an FTO, and when attending required meetings of Field Training Officers. Officers shall be assigned FTO responsibilities at the discretion of the Chief.

Section 9

For FY 2019/2020, Officers certified as Instructors will receive \$2.25 per hour for all hours assigned to and working as an Instructor. Beginning FY 2020/2021, Officers certified as Instructors will receive \$3.00 per hour for all hours assigned to and working as an Instructor. Officers shall be assigned Instructor responsibilities at the discretion of the Chief.

Section 10

When recruiting qualified applicants for positions which require state licensure/certification or a professional designation becomes difficult due to the established starting salary for the position, the City Manager may authorize step increases for related, qualified experience. The step increase allowance applied will be one (1) step for every four (4) years of qualifying experience with employment outside of the City of St. Augustine. Qualifying experience means all years in which the individual worked in a position that required, and the individual simultaneously held, the licensure/certification or professional designation.

Section 11

Officers assigned to detective status will work either five 8-hour shifts or four 10-hour shifts at the discretion of the Police Chief and will receive a one-time 2 step increase added to their base pay while assigned to the Investigation Unit, subject to any modifications through memorandums of understanding executed by the parties. Assignment of detectives to shifts will be made by the Police Chief so as to insure adequate manpower coverage.

Section 12

Effective October 1, 2019, the City will pay an incentive of \$30.00 per month (\$15.00 per pay for twenty-four pays per year) for participation on the Special Response Team (SRT) and Traffic Homicide Investigations (THI). Pay will begin the pay period following notification to the Human Resources Division. The City will have no responsibility for retroactive pay to employees who do not notify Human Resources in a timely fashion. SRT will be limited to a maximum of 12 employees and THI will be limited to a maximum of 4 employees.

Effective October 1, 2020, the City will pay an incentive of \$40.00 per month (\$20.00 per pay for twenty-four pays per year) for participation on the SRT and THI.

Effective October 1, 2021, the City will pay an incentive of \$50.00 per month (\$25.00 per pay for twenty-four pays per year) for participation on the SRT and THI.

Section 13

Effective October 1, 2019, the City will pay an incentive of \$50.00 per week for a maximum of three Officers, the Public Information Officer, and the Investigation Sergeant or designee assigned to on call duty.

ARTICLE 15

WORKING OFF DUTY

Section 1

All officers must receive prior approval before accepting any off duty assignment or secondary employment; however, decisions are appealable to the Civil Service Board or subject to the grievance procedure.

Section 2

All secondary employment must receive prior approval in writing from the Chief. Except with prior approval of the Chief, no member of the Police Department shall have any other employment or pursue any gainful occupation that requires the officer to work more than eighteen (18) hours on a duty day, including his/her assigned shift. The officer must have a minimum of eight (8) hours non-working rest period in the preceding sixteen (16) hours prior to reporting to work. Any such employment shall in no way conflict with duties under City employment.

Section 3

A sworn police officer can work off duty in uniform under the following conditions:

(A) The off duty work must be approved in advance by the Chief or his designee. Approval for off duty work will not be unreasonably withheld; provided off duty work as a “bouncer” or in an establishment where liquor is served will normally not be approved.

(B) If the off duty work requires the use of a police vehicle, the officer will reimburse the City \$5.00 per hour for each hour the police vehicle is used in the possession of the officer. The officer must complete a form to be prepared by the City prior to taking the vehicle. The \$5.00 per hour will be deducted from the employee’s paycheck. Nothing in this paragraph guarantees

that a police vehicle will be available. The officer will use the vehicle assigned by the Chief or his designee.

(C) The hourly rate to be charged any person or organization desiring to contract with a uniformed City officer will be established by the Chief in consultation with the Association; provided that the hourly rate charged such persons or organization for a uniformed City officer will be modified at the request of the Union if the purpose of the request is to compete with the Sheriff's Department or Florida Highway Patrol for available work.

(D) It is agreed that any such work is solely for the benefit of the individual officer and is totally voluntary on the part of the officer. Any off duty work under this Article will not be considered as time worked for the City and will not be counted as time worked for overtime purposes.

ARTICLE 16

GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. Matters Covered.

A grievance is described as a dispute over the application, interpretation or alleged violation of this Agreement. An earnest effort shall be made to adjust such grievance immediately as outlined in this Article.

Any non-monetary incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any such grievance or arbitration.

Section 2. Steps in Grievance Procedure.

Grievances The parties agree to attempt to resolve non-disciplinary issues and disputes informally prior to filing a grievance. If the parties are unable to resolve the issue or the issue does not lend itself to informal resolution, a formal grievance may be filed.

Step 1: The employee or the union may submit the grievance or dispute to the employee's Commander within ten (10) business days. In grievances involving disciplinary actions, the grievance must be submitted to the employee's Commander within ten (10) business days of the disciplinary action being taken. In grievances not involving disciplinary actions, the grievance must be submitted to the employee's Commander within ten (10) business days from the date the employee could reasonably be expected to have knowledge of the facts constituting the grievance. The Commander shall respond to the union official (employee) who filed the grievance within ten (10) business days. Failure to file a grievance within the time required shall render the grievance null and void.

Step 2: If the grievance has not been satisfactorily resolved, the employee or the Union may present said grievance, which must be in written form, to the Chief or his designee within ten (10) business days after the response under Step 1 is received or due. The grievance must cite the appropriate Agreement Article which is allegedly being violated.

The Chief of Police or his designee shall respond in writing to the Union official (employee) who filed the grievance within ten (10) business days.

Step 3: If the grievance still remains unadjusted, it shall be presented to the City Manager or his designee, in writing, within ten (10) business days after the response to the Chief is due. The City Manager shall respond in writing within ten (10) business days.

Step 4: If the decision of the City Manager or his designee is not acceptable to the employee or the Union, they may, by written notice to the City Manager within ten (10) business days of receipt of the answer at Step 3, request binding arbitration.

Section 3

The term “business days” as used in this Article will be days that city is open for business. Any time limits set forth in this Article may be extended by mutual consent.

Section 4

Hours/time spent by a grievant with Union representatives preparing and/or pursuing his or her grievance, up to and including arbitration shall not be considered hours worked. The employee may elect to use vacation time for this purpose. Hours spent by a grievant in meetings with the City during steps of the contractual grievance procedure other than arbitration shall be considered hours worked.

Section 5

Grievances involving discipline may proceed immediately to Step 2

Section 5

The arbitration proceedings shall be conducted by an arbitrator after an arbitration request has been submitted. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. The Union shall have the right to strike the first name; the City shall then strike one name. The process shall be repeated and the remaining person shall be the Arbitrator.

The Arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall submit in writing his findings of fact and decision within thirty (30) days after the conclusion of testimony and argument or as soon as practical thereafter.

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

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

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

Section 6

Except for alleged violations of Articles 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 24, 25, 27, 28 and 32, probationary employees will not have access to the Grievance and Arbitration Procedures of this Article. Specifically, probationary employees are not entitled to grieve or arbitrate any issues relating to discipline or discharge.

Section 7

1. Any employee who has been served a disciplinary suspension may:
 - (a) Sign a waiver stating that they are not going to pursue any of their grievance rights.
The employee will then serve their suspension as assigned OR
 - (b) Grieve or decline to sign the waiver noted above in which case the suspension will not be served until such time that the time frames to grieve have expired through arbitration.
2. A disciplinary suspension maybe with loss of pay, reduction in pay or loss of vacation time depending on the staffing needs of the Department and at the discretion of the Chief.
3. Effective the following two (2) pay periods after a suspension is served; the employee will not be allowed to work overtime unless it is approved by the Chief or a Commander. Work performed under Article 15 of this contract is excluded from this provision.

Section 8

In the event it is determined by The City or an arbitrator that an employee covered under this agreement has not been appropriately compensated pursuant to the terms of this agreement, the City or the employee shall only be liable for back for a period of three (3) calendar years from the date the City discovers the alleged error or the employee notifies the City in writing of the alleged error.

ARTICLE 17

SENIORITY

Section 1

In regard to promotion, transfer, increase or decrease in the working force, seniority of an employee shall be determined by this Agreement.

Section 2

Seniority in the St. Augustine Police Department shall commence from the date of appointment as a regular full-time member of the St. Augustine Police Department. Officers entering on the same day shall have their seniority determined by their oral interview score with the highest score being most senior. Sergeants and Corporals appointed on the same day shall have their seniority determined by total length of service.

Section 3

Seniority shall not be broken by military leave, vacation time, sick time, injury leave, temporary layoff not in excess of one year, or leave of absence as defined in this Agreement.

Section 4

Seniority shall be broken by resignation and termination for just cause.

Section 5

In the event of a reduction in force, layoff or abolition of position, layoff shall be in inverse order of hiring and recall by seniority within classification.

Section 6

When a permanent opening occurs within any shift, day or nights, the senior police officer within the rank who requests the same shift may be assigned to said shift. If a shift vacancy occurs as set out above, it will be posted in a conspicuous place for at least three (3) days prior to said shift vacancy being filled. Assignment by seniority to shift shall not mean to a particular position of said shift. Shift assignments may be changed with the approval of the Chief.

Section 7

When a permanent opening occurs within any specialist position, including that of an investigator, any person wishing to may apply in writing to the Chief of Police for consideration for such position. The final decision with respect to the filling of such position shall be that of the Chief of Police after evaluation of the qualification of all applicants for such position. However, seniority shall be a factor in his consideration. Such openings shall be posted as set forth in Section 6 above.

Section 8

Seniority will not be observed when the conditions described in Article 12, Working Out of Classification, exist.

ARTICLE 18

UNIFORM ALLOWANCE AND EQUIPMENT

Section 1

The employer will provide uniformed employees with four (4) complete uniforms and all equipment to perform their duties as deemed necessary by the City. This shall include maintenance when not caused by negligence.

- a) The employer will provide new employees a holster that will accommodate the weapon the officer is issued.
- b) The employer shall repair or replace any employee's personally-owned utility equipment as listed below damaged, destroyed or lost in the line of duty when such damage, destruction or loss results from a physical altercation or some other circumstance that is unique to police work. The repair or replacement will be made as soon as reasonably possible based on the following schedule:
 - (1) Weapons: Actual cost of repair or replacement.
 - (2) Flashlights and Holsters: Actual cost of repair or replacement, not to exceed the cost of the flashlight or holster provided by the City. This Section does not apply to the lithium battery flashlight purchased by officers at their expense.
 - (3) Watch: Actual cost of watch damaged, destroyed or lost to a maximum of \$35.00.
 - (4) Prescription Lenses: Actual cost of lenses damaged, destroyed or lost, including contact lenses, plus up to \$50.00 for frames when applicable. This does not include the cost of an eye examination, which is paid by the employee.

- (5) Non-Prescription Sunglasses: Actual cost of sunglasses damaged, destroyed or lost not to exceed \$15.00. Prescription sunglasses are covered by paragraph 4 above.
- (6) The Employer will provide, at its option, lithium flashlight batteries for the flashlights purchased by individual officers or a recharger and a rechargeable battery for each officer who has purchased at his own expense the lithium battery flashlight. No other flashlights other than the current lithium battery flashlights that have been purchased by officers now or during the term of this agreement are covered by this section.
- (7) The City will purchase a gear bag for each officer when the officer's current gear bag wears out. The officer must present his current gear bag to his/her supervisor who must agree that the gear bag must be replaced in order to receive a replacement gear bag.
- (8) Considering normal wear and tear, employees' shoes/boots will be replaced consistent with current City practice. The damaged shoes must be presented to the Police Chief who must agree that the shoes/boots are to be replaced.

For items other than those listed above, the City, in its sole discretion, may replace personal items damaged, destroyed or lost in the line of duty.

Section 2

The Employer will provide a place where uniforms will be cleaned, altered or replaced, when necessary, at no cost to the employee.

Section 3

The employer will provide a Kevlar vest (American Body Armor or equivalent, as determined by Police Chief) for employees who desire to wear a vest. For employees who currently have a vest, the City will not reimburse the employee for the vest but will replace the vest in the future consistent with the manufacturer's recommendation for service life of the vest. If the employee accepts the vest from the City, by accepting the vest, the employee agrees to wear the vest at all times while on duty (City paid time). If at any time while on duty the employee fails to wear the vest, the employee will immediately become liable to the City for the total cost of the vest. In order to be eligible for a vest under this section, the employee must execute a note and a wage assignment form which authorizes the City to deduct from the employee's wages, at the rate of \$10.00 per check the total cost of the vest. The wage assignment form and note will become effective and the deduction under the wage assignment form implemented if the employee fails to wear the vest at all times while on duty. Any employee who leaves the City for any reason will return the vest to the City unless the employee has paid the City the full purchase price of the vest, at which time title to the vest will pass to the employee.

The current practice of providing vests to and wearing vests by detectives will continue. It is recognized that detectives do not wear the vests at all times while on duty.

Section 4

a) Each non-probationary employee, during his/her first ten (10) years of employment with the City as a police officer, will be permitted to purchase three (3) firearms through the City and may use the payroll deduction plan provided that only one (1) weapon may be on payroll deduction at any one time.

b) After ten (10) years of employment with the City as a police officer, the employee will be permitted to purchase one (1) additional weapon through the City and may use the payroll deduction plan without turning in a weapon.

c) If the City changes requirements or changes policies regarding the type or caliber of weapon that an employee can carry while on duty, any employee who has not previously purchased that firearm through the City, may purchase the required firearm and may use the City payroll deduction plan.

d) Any weapon lost or stolen may be replaced by the employee under this program provided that the employee signs an affidavit explaining the circumstances of the loss or theft of the weapon.

ARTICLE 19

SICK LEAVE

Section 1. Sick Leave Accrual.

Each regular full-time and probationary employee will earn sick leave credit at a rate in accordance with the schedule below. All sick leave hours credited for bi-weekly pay periods after October 1, 2002 will be payable sick leave hours.

<u>Regular Work Week in Average Hours</u>	<u>No. of Hrs. Accumulated Per Biweekly Pay Period</u>	<u>Number of Hours Accumulated Per Yr.</u>
40	3.1	80.6

When an employee has used his accumulated sick leave so as to have reduced his sick leave balance to zero (0), he shall not again begin to accumulate sick leave until he has returned to full-time duty. Sick leave will be credited to employees' accounts biweekly.

Section 2. Employees Not Eligible for Benefits.

Temporary or part-time employees shall not be entitled to sick leave benefits.

Section 3

Sick leave is an earned privilege which shall be allowed only for the following cause:

- a. Personal illness or disability over which the employee has no immediate control.
- b. Illness of a member of the employee's immediate family. The following relationships shall be considered immediate family: Mother, Father, step parent, Foster parent, Brother, Sister, step sibling, Wife, Husband, Son, Daughter, step child, Foster child, immediate in laws, grandparents, grandchildren, first aunt or uncle or members of the immediate household having permanently resided under the same roof. In order to receive sick leave, the employee must be in attendance at the place of illness (i.e., family member lives out of state, employee must be in attendance in the state where the sick relative resides.

- c. In the event of the death of a member of the employee's immediate family the employee may use sick leave. Immediate family is defined above. Sick leave because of the death of a member of the employee's immediate family shall not be unreasonably denied. If additional leave is required, accrued vacation leave may be used as urgently needed leave.
- d. Legal quarantine because of exposure to contagious disease.
- e. Medical, dental or optical appointments which cannot be arranged at a time other than during the employee's regular working hours.

Section 4. Sick Leave Not Applicable to Disability Absences.

Sick leave shall not be paid for absences due to a permanent disability either job-related or not job-related. Permanent disability is covered by the City's pension plans, Social Security and, in the event of job-related disability, workers' compensation insurance.

The City reserves the right to require that an employee be examined, as a condition of continued employment, to determine if such employee is permanently disabled by reason of any physical, mental or emotional condition. Examination will be performed by physician(s) selected by the City and the cost of such examination will be borne by the City.

Section 5. Responsibility of Employee Taking Sick Leave.

In order to be granted sick leave with pay, an employee must meet the following conditions:

- a. Except in exceptional circumstances, when it is impossible to notify in advance, an employee must notify either his immediate supervisor or if the immediate supervisor is not on duty, notify dispatch of the fact and reason for his/her absence at least one hour prior to scheduled starting time. Failure to notify the supervisor within the required time may be cause for denial of sick leave with pay.

- b. When required by his department head, an employee shall submit a medical certificate from a physician or dentist certifying the employee's absence from work. The Police Chief or his designee shall require a medical certificate for any sick leave in excess of three consecutive work days. The Police Chief may make an appropriate inquiry into any use of sick leave. If an employee experiences three or more separate sick leave absences in any twenty-eight (28) day period, his department may require the employee to submit a medical certificate certifying such absences before the employee is granted sick leave with pay. A department head may require a medical certificate for any sick leave absence for which he has reason to believe that sick leave privileges may be or have been misused.

Section 6. Misuse of Sick Leave.

An employee claiming sick leave for purposes other than those herein specified shall suffer loss of pay for the time of such misuse of sick leave and shall be subject to disciplinary action up to and including dismissal.

Section 7. Eligibility for Sick Leave.

Sick leave credits shall be accrued during the first three months of employment, but an employee will not be eligible for sick leave benefits until he has completed three (3) months of continuous service.

Section 8. Absences for Periods Less Than Full Work Shift.

Sick leave absences for a fractional part of a full work shift shall be charged to the nearest half hour, except not in an amount less than one quarter (.25) hour.

Section 9. Control of Sick Leave.

The Police Chief is responsible for control of attendance to ensure that absences by employees receiving sick leave pay are for causes covered by this contract and City policy. .

Section 10. Extended Illness or Incapacities.

An employee will only be permitted to use that sick leave credit which has been earned. Special cases involving extended illnesses or incapacities will be referred to the City Manager for appropriate action.

Section 11. Terminating Employees.

The sick leave credits of an employee who leaves the service of the City for any reason, including regular or disability retirement, shall be terminated on the last day that such employee is actively employed by the City, except as indicated in Section 12.

Section 12: Accrued and Payment for Sick Leave

- a. Each member will receive 80.6 hours sick leave per year credited at the rate of 3.1 hours per 2 week pay period.
- b. Each member will have the option on March 31 and September 30 of each year of receiving pay (base hourly rate) for up to 80 payable sick leave hours each option date. To be eligible to participate in the sell-back option an employee must have a minimum combined balance of two hundred forty (240) hours of payable sick leave, non-payable sick leave and vacation leave; provided that employees must, after the sell back, retain a minimum of 40 hours payable and/or non-payable sick leave.

c. Each member will have the option on March 31 and September 30 of each year of converting up to forty (40) hours of payable sick leave to vacation hours. To be eligible to convert the employee must have at least one hundred and twenty-five (125) combined hours of sick (payable and non-payable) leave.

d. All payable sick leave hours will be paid (base hourly rate) when a non-probationary employee leaves the employ of the City. Accrued sick leave payments at retirement under this Article will not be included as salary for pension purposes.

Section 13

The City will permit bargaining unit employees and City employees to donate current payable sick leave hours or vacation leave hours to other bargaining unit employees and City employees under the following conditions:

(A) The recipient has exhausted all of his/her accrued sick leave and vacation leave.

(B) The recipient is on extended leave due to illness or injury with the expectation of returning to work. Extended leave is leave for two (2) calendar weeks or more, unless the Chief determines in his discretion that circumstances warrant an exception to the two calendar week requirement.

(C) Hours must be donated in four (4) hour increments (4 hours of payable sick leave or 4 hours of vacation leave). Donations are hour for hour, regardless of rank or rate.

(D) The donated hours will be credited to the recipient's non-payable sick leave/vacation leave account as appropriate.

(E) The City will post a notice when donated time is being requested. The notice will state the estimated total amount of leave needed by the recipient. However, if all of the donated hours are not used by the recipient, the unused hours will remain in the recipient's account and will not be re-credited to a donor.

(F) The City assumes no responsibility for the donated time and will not encourage or discourage the donation of time.

(G) The recipient will not accrue any additional vacation leave or sick leave while on leave and being paid from donations of vacation leave or sick leave by fellow employees. Holiday pay will not be paid to an employee using donated sick leave or vacation leave. Employees will not be entitled to receive or accrue any additional benefits as a result of donated time under this Section. Family Medical Leave Act will start as set forth in Article 29, Section 2. Health care coverage provided by the City will not be extended beyond the requirements of the Family Medical Leave Act as a result of donated time under this program.

ARTICLE 20

VACATION LEAVE

Section 1. Vacation Leave Accrual

Effective October 1, 2019 each regular full-time and probationary bargaining unit employee will, based upon continuous months of service be credited bi-weekly with vacation leave according to the following schedule:

SERVICE MONTHS	YEARS	BIWEEKLY ACCRUAL	TOTAL ANNUAL VACATION HRS	HOLIDAY BIWEEKLY ACCRUAL	TOTAL BIWEEKLY ACCRUAL	MAXIMUM ANNUAL BAL w/ HOLIDAY PAY
0-60	1 - 5 Yrs	3.0770	80	3.6923	6.7693	576
61-72	6	3.3847	88	3.6923	7.0770	584
73-84	7	3.6924	96	3.6923	7.3847	592
85-96	8	4.0000	104	3.6923	7.6923	600
97-108	9	4.3077	112	3.6923	8.0000	608
109-168	10 - 14 Yrs	4.6154	120	3.6923	8.3077	616
169-180	15	4.9231	128	3.6923	8.6154	624
181-192	16	5.2308	136	3.6923	8.9231	632
193-204	17	5.5385	144	3.6923	9.2308	640
205-216	18	5.8462	152	3.6923	9.5385	648
217-228	19	6.1539	160	3.6923	9.8462	656
229 +	20	6.4615	168	3.6923	10.1538	656

Unused vacation leave may be accumulated to a maximum of four hundred ninety six hours plus the annual vacation leave accrued for the employee's completed years of service.

An employee on leave without pay for up to 7 consecutive days continues to accrue vacation time. Any employee on leave without pay for 8 or more consecutive days will not be credited with vacation hours for any bi-weekly pay period ending after eight (8) days of such absence. Vacation leave shall be considered earned on the day following the end of each bi-weekly pay period and shall be credited to the employee's vacation account bi-weekly. Vacation credits

shall be accrued during the first six months of employment but an employee will not be eligible for vacation leave benefits until he/she has completed six months of continuous employment.

Section 2. Eligibility for Vacation Leave.

An employee shall be eligible to use vacation leave at any time after such vacation leave has been credited to his account, as indicated on their most recent paycheck stub or timecard, except at such time when a department's work load makes it impractical for such vacation leave to be granted.

Section 3. Scheduling of Vacation Leave.

Whenever possible, employees will be granted vacation leave at the time they desire. However, the Police Chief has the right to schedule all vacation leave. When scheduling vacation leave, consideration shall be given to longevity of service.

Section 4. Ineligible Employees.

Part-time or temporary employees are not eligible for vacation leave.

Section 5. Terminating Employees.

Any non-probationary employee who leaves the service of the City for any reason, including regular or disability retirement, shall be paid for unused earned vacation leave, up to a maximum of six hundred fifty-six (656) hours, (496 maximum accrual on day prior to anniversary date plus 160 hours credited on first payroll date following the anniversary date).

The City will review any terminating probationary employee's record and pay them only holiday pay, provided, however, the City shall reduce the holiday pay owed by any vacation time taken by the employee during probation.

If the employee retires from the City, payment under this Section will be made on the employee's last check. Accrued vacation leave payments at retirement under this Article will not be included as salary for pension purposes. The official termination date shall be the last day of active employment and shall not be extended for the purpose of vacation leave.

Section 6. Full Hours to be Charged.

Vacation leave, shall be charged to employees' accounts in increments of one quarter (.25) hour.

Section 7. Granting of Vacation Time.

All vacations shall be granted as to time and manner according to the practice presently in effect with the department as long as in the opinion of the Chief, such practice will cause the least interference with the performance of the regular work of the police force.

ARTICLE 21
HOLIDAY LEAVE

Section 1

City shall provide holiday leave benefits which provides for twelve (12) holidays* at 8 hours per holiday. The holiday hours will be credited to the employee's vacation hour accrual at the close of each bi-weekly payroll period at a rate of 3.69 hours per bi-weekly pay period. A non-probationary bargaining unit employee who leaves the service of the City for any reason, including regular or disability retirement, shall be paid for such accrued holiday pay.

New Year's Day*
Martin Luther King's Birthday (3rd Monday in January)
Presidents Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

Section 2

Bargaining unit members who work inside will be required to use accrued vacation when a holiday falls during the week. However, bargaining unit members who work inside will have the option of working the following holidays: 1) Martin Luther King's Birthday; 2) President's Day; 3) Good Friday; 4) Memorial Day; 5) Independence Day; 6) Labor Day; 7) Veteran's Day, and 8) the day after Thanksgiving provided that:

- 1) the employee notifies their Commander at least seven (7) calendar days in advance of the holiday of their intent to work the holiday; and

- 2) those hours worked will count toward the forty (40) hours physically worked for the purpose of calculating overtime at time and one half.

ARTICLE 22

EDUCATIONAL REIMBURSEMENT/RETRAINING

Section 1

The City agrees to encourage continued education in the field of police work. For employees not on probation and on the payroll on October 1, 2015 the City will reimburse tuition and fifty (50) percent of book expense to an officer, upon completion of the course work as hereinafter set forth under the following conditions:

(a) Courses taken at a community college or university by employees working on an AA, AS, BA, or BS, MA or MS in criminal justice, criminology, police science or otherwise approved and related degree consistent with the parameters set forth in Article 14, Wages. It is recognized that some courses will not be directly related to the major but may be required as part of the degree program.

(b) Criminal justice, criminology, or police science courses, even though the employee may not be working toward a criminal degree.

(c) Any course work other than that listed in (a) or (b) above will be reimbursed at the sole discretion of the City only if the prior permission of the City Manager or his designee is obtained before enrolling in the course.

(d) In order to qualify for reimbursement, the employee must receive a "C" or better when working on an AA, AS, BA or BS degree and a "B" or better when working on a MA or MS degree. If the employee is not working on a degree, the employee must receive a "C" or better to be entitled to reimbursement.

(e) Reimbursement will be limited to the actual cost of tuition and fifty percent (50%) of the cost of required books (employee keeps the books) upon the submission of receipts for the tuition and books after meeting the grade requirements set forth above. Tuition for community

college courses shall be limited to the tuition charged by St. Johns River Community College; tuition for university courses shall be limited to the tuition charged by the University of North Florida. If the employee chooses to go to an accredited institution other than a community college or a state university, the City's tuition reimbursement responsibility will be limited to the tuition charged by St. Johns River Community College or the University of North Florida.

(f) Participation in the tuition reimbursement program is totally voluntary on the part of the employee. The City's sole responsibility under this Article is the payment of tuition and book expense as provided herein. Any employee receiving a scholarship or grant for education is not eligible for this Program, unless the amount received is less than the cost of tuition, which will be reviewed on a case by case basis. Such scholarships and grants include (but are not limited to) G. I. benefits, Social Security benefits and tuition waivers. Persons receiving bona fide educational loans are eligible for reimbursement.

(g) An employee may take up to two courses or eight hours per semester.

(h) If an employee who has received tuition reimbursement and/or book expenses under this Section leaves the employment of the City of St. Augustine, whether voluntarily or involuntarily, the employee shall be required to reimburse the City for all tuition and book expense paid by the City within the two-year period immediately preceding the employee's termination from the City. The employee will sign an agreement relating to reimbursement of the City under this paragraph at the time the employee receives payment from the City for tuition and book expense.

Section 2

It is the officer's responsibility to obtain mandatory retraining. The City will supply the Union with the Criminal Justice Standards and Training Commission Report that is supplied to the

City by the Commission, which shows the compliance date for mandatory retraining. When an employee attends a course that can count for mandatory retraining or career development, it is the employee's option on how the course is to be counted.

Section 3

The City reserves the ultimate right to limit or discontinue this program based on fiscal impact to the City's budget by advising the Association of its decision without further bargaining. The City will honor reimbursements approved prior to any such action.

ARTICLE 23

WORKERS' COMPENSATION

Section 1

All workers' compensation premiums are to be paid by the City. An employee who is temporarily disabled as a result of an injury received in the course of employment with the City shall be entitled to be compensated as described herein. If an employee is working off duty as permitted by Article 15, the officer will be covered by this Section only if the injury occurs while performing a function which the employee must be a certified police officer to perform, *i.e.*, effecting an arrest. During the first week (7 calendar days), the employee will receive his/her normal City pay check. For the second through the sixteenth week of any compensable disability, such employee shall receive eighty-five percent (85%) of his/her normal pay. The purpose and intent of this eighty-five percent (85%) payment is to provide an employee who sustains a compensable injury with an amount of pay which approximates the employee's pre-injury normal pay after taxes. For the purpose of this Section, the normal pay will be the amount of salary excluding overtime the employee was receiving immediately prior to his injury. In order to qualify for these benefits, the employee must endorse all of his/her workers' compensation checks over to the City. It is the employee's option to choose between the workers' compensation check or the City check; however, once an option is selected, that option will continue for the remainder of the fifteen (15) weeks during which the employee could receive the eighty-five percent (85%) payment by the City. The payment under this Article will continue for a maximum of up to fifteen (15) weeks within the two (2) year period following the date of such injury or until the date of medical determination that the employee will be unable to return to duty, whichever comes first. If such disability continues for more than sixteen (16) weeks within the two (2) year period following the date of such injury or has been medically determined to be of a nature which prevents return to

duty of the employee's eighty-five percent (85%) of normal pay shall be terminated at the end of said sixteen (16) week period or date of medical determination that such employee will be unable to return to duty within said period and the employee will retain his workers' compensation checks. The City may, at its option, provide extensions beyond the sixteen (16) week period limitation as outlined herein. At the termination of the sixteen (16) week period or the termination of the extension period or upon a medical determination of a nature which prevents the return to duty, the employee's right to compensation shall be governed by the Workers' Compensation Law and by his/her entitlement to pension rights and other benefits, if any. Should changes in the Federal Withholding and FICA/Medicare regulations and laws regarding taxability of Workers' Compensation benefits be enacted, the parties will meet to discuss an appropriate adjustment to the eighty-five percent (85%) formula in Section 1 of this Article. During leave under this Section 1, the City will continue to provide group insurance coverage at City cost to the same extent provided to other bargaining unit employees and the employee will continue to accrue sick leave and vacation leave.

Section 2

After the first sixteen (16) weeks of disability, if an employee receiving temporary total or temporary partial weekly indemnity benefits desires to supplement workers' compensation up to the eighty-five (85%) percent level in Section 1 above with accrued but unused sick leave or vacation leave, he/she may do so by advising the City's Human Resources Division and continuing to deposit his/her workers' compensation check with the City's Comptroller and the employee's paycheck as defined in Section 1 will continue to be issued. The employee's sick leave account and then vacation leave account will be charged up to the supplement amount which is the difference between the statutorily established workers' compensation and eighty-five (85%)

percent of the employee's normal pay. The number of hours charged to the employee's leave account(s) will be calculated by dividing the supplement amount by the employee's hourly wage. The employee may use less than the calculated hours but not more.

While the employee is receiving 85% compensation under Section 2, the City will continue to provide group insurance coverage at City cost to the extent provided for other bargaining unit employees, but the employee will not accrue vacation leave or sick leave.

Section 3

The City may require an employee who is disabled on duty and therefore eligible to receive workers' compensation under Sections 1 and 2 above to perform any other available work within the City, provided the employee's attending physician's assessment of the employee's physical or mental abilities, work restrictions or limitations does not prohibit the employee from performing assigned work. The employee's refusal or failure to perform such assignments will result in the employee forfeiting all statutory and contractual workers' compensation benefits under this Article. The City may require a second medical opinion at its cost. If the medical opinions disagree as to the ability of the employee to perform the available work, a third medical opinion at the City's cost may be obtained, which will be binding. The third doctor will be selected by the employee's doctor and doctor designated by the City.

The employee will continue at his regular rate while performing such assigned work during the sixteen (16) week period following the date of injury as described in Section 1 above. After the sixteen (16) week period within the two (2) year period as described in Section 1 above, the employee will be paid at the rate of the job to which he/she is assigned (or at the sole discretion of the City, be paid a higher rate of pay) and if so entitled, the employee will receive state worker compensation temporary partial wage loss benefits. The City retains the right to end such

temporary assignments at any time or to offer the employee another regular, full-time position with the City.

Section 4

The Association and the bargaining unit recognize that the pay protection for those injured on the job is a valuable benefit not universally available to all City employees. The Association, the bargaining unit and the City will work together to ensure that there is no abuse of Workers' Compensation.

ARTICLE 24
SAFETY AND HEALTH

Section 1

It is the responsibility of the City to provide safe and sanitary working conditions in all present and future installations and to develop a safe working force. The Association will cooperate with and assist management to live up to this responsibility.

Section 2

The City and The Association insist on the observation of safe rules and safe procedures by employees and supervisors and insist on the correction of unsafe conditions. Failure of employees to comply may result in a disciplinary action.

Section 3

If an employee believes he/she is being required to work under unsafe conditions, the employee shall (1) notify his/her immediate supervisor who will immediately investigate the condition and take corrective action if necessary; (2) the Association Steward may immediately notify the Chief; (3) file a grievance if no corrective action is taken within the period stated in Article 16.

Section 4

Employees who work at jobs or in areas deemed by the City Office of Assistant City Manager to be dangerous shall be required to wear safety devices and/or equipment as designated by that office as necessary for their protection. Such devices and equipment will be provided by

the City. When such equipment has been prescribed by the Assistant City Manager, it shall be furnished by the City at no cost to the employee. Failure or refusal of an employee to wear safety devices and use safety equipment shall be grounds for disciplinary action.

Section 5

This Article will not be used as a guideline for manning levels.

ARTICLE 25

MEDICAL COVERAGE

Section 1

The health insurance plan as approved by the City of St. Augustine will be offered for all regular, full-time employees. The City will pay for each employee's Group Health Insurance for the duration of this Agreement, provided however, that the City reserves the ultimate right to make any changes including but not limited to any change in the insurance carrier(s) nature or scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget. The employee will pay for dependent coverage; provided that the City may, at its option, contribute toward dependent coverage. If the City contributes toward dependent coverage, it may at its option decrease or cease such contributions in the future by advising the Association of its decision without further bargaining.

Section 2

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

ARTICLE 26

BULLETIN BOARD AND ASSOCIATION BUSINESS

Section 1

The Association shall have the use of up to one-half the area of the bulletin boards located in the Ready Room or Classroom area for posting notices, which shall not be of political or controversial nature.

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

Copies of all notices shall be submitted to the City Manager or his designee prior to their being posted. If the City Manager feels that the notice is of controversial nature, the Association agrees to rewrite it in such a way that it would not be of controversial nature.

Any material found on The Association bulletin board space not on file with the Employer or not signed by an officer of the Association may be removed by the Employer.

Section 2

The City hereby agrees that the Association will have the right to use the Training Room at the St. Augustine Police Department for the purpose of the Association meetings. The room must be scheduled in advance with the Chief of Police, and its use by the Association will be limited by other needs.

ARTICLE 27

COMMUNICATIONS

Section 1

The City shall provide full-time dispatchers for communications section of the St. Augustine Police Department. The department shall schedule full-time dispatchers to work the dispatch section 24 hours per day, year round. No sworn full-time police officer shall be assigned to work in the communications section unless the regularly scheduled dispatcher is off on unscheduled time, such as sick time. Full-time sworn police officers may be required by the department to work in the communications section 8 hours a month for training purposes. When required to work these 8 hours, he will work with a regularly scheduled dispatcher, if one is available as outlined above.

Section 2

Police officers may be assigned to the communications division on a shift basis as follows:

As a light duty assignment when an officer is unable to perform his regular duties due to a physical or emotional disability as determined by the City Physician.

ARTICLE 28
COUNSELING

Section 1

Whenever any St. Augustine police officer is directly involved in a shooting incident (*i.e.*, the officer is doing the shooting or being shot at), the officer will be placed on “administrative leave” by the Chief of Police. The length of the leave shall be at the discretion of the Chief.

Section 2

If deemed necessary by the Chief of Police, the City will make available to the officer the services of a psychologist or qualified counselor approved by the City for the purpose of helping the officer deal with the “aftermath” of the incident. This service will be paid for by the City.

Section 3

If, in the opinion of the psychologist or counselor, the officer is unable to return to full active duty, the officer may be placed on light or administrative duty until such time as the psychologist or counselor certifies that the officer is ready to return to full active duty.

ARTICLE 29

LEAVE OF ABSENCE

Section 1

Subject to Article 9, with the written approval of the City Manager, an employee may be granted leave of absence without pay for a specified period not to exceed one year.

Such leave of absence may only be granted when an employee possesses such exceptional skills, abilities or specialized knowledge that the City Manager deems it in the best interest of the City to grant leave of absence and the privilege to return to the same position of employment at the end of the specified period of leave of absence.

In such event, the position temporarily vacated by the employee granted leave of absence may be filled by temporary appointment during the specified leave period.

Section 2

The employee's and the City's rights and obligations under the Family Medical Leave Act will be determined by the statute, applicable regulations, and court interpretations under the Act. In the event the Act requires a benefit greater than the benefits provided under this contract, the Act will apply. In determining leave eligibility, the City will use a rolling 12 month period measured backwards from the date leave is used. For other than intermittent leave, FMLA absences which exceed three (3) consecutive days will be counted against available FMLA leave, beginning with the first day of the absence. Leave under the FMLA will run concurrently with any other paid leave, such as sick leave, workers compensation leave, vacation leave, or any other leave whether paid or unpaid, during which employee medical insurance benefits are provided by the City at City expense.

Section 3

Both parties agree to comply with the Federal and State law in regard to military leave and the rehiring of employees called to military duty. These laws include but may not be limited to Chapter 115.07 Florida Statutes, the Uniformed Services employment and Reemployment Act (USERRA) and the Family Medical Leave Act of 1993 (FMLA) and as Amended by Section 585 of the National Defense Authorization Act.

ARTICLE 30

VACANCIES - PROMOTIONS

When a budgeted vacancy occurs in any position covered by this Agreement, such vacancy shall be filled without undue reasonable delay.

All vacancies shall be filled in accordance with City Personnel Regulations.

For the purposes of this Article, “undue unreasonable delay” will mean not more than six (6) months.

ARTICLE 31

ABOLISHMENT, CONSOLIDATION OR REDUCTION IN WORK FORCE

In the event of a City reduction in work force of 50% or more, consolidation or abolishment of the department, the City and The Association will meet as soon as possible to discuss severance pay.

ARTICLE 32
PREVAILING RIGHTS

Unless specifically provided for or abridged herein, all wage and economic fringe benefits, break times and other terms and conditions of employment that are mandatory subjects of bargaining, currently in effect known to and approved by the City Administration and City Commission shall remain in effect under conditions upon which they have previously been granted, unless changed as hereinafter provided.

In order to change or eliminate any prevailing right as described above, the City will notify the Association of the proposed change and upon request of the Association, negotiate over the change. If the parties are unable to reach agreement, the change will not be made until the City has met the minimum requirements then in existence under the Public Employees Relations Act for bargaining over such changes.

Nothing in this Article shall prevent the City from making reasonable changes in work rules or methods, provided that such changes do not reduce the benefits referred to above.

The City will provide the Association with a copy of written work rules affecting employees covered by this Agreement that are instituted or modified during the term of this Agreement.

Nothing in this Article shall be construed to modify or eliminate the concept of past practice.

ARTICLE 33

SEVERABILITY CLAUSE

Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet within 15 days and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

ARTICLE 34

DURATION

Section 1

This Agreement will be in full force and effect from October 1, 2019 or the date of ratification, whichever is later, through September 30, 2022.

Section 2

During this agreement, the City and the Union agree to have labor/management meetings to discuss matters of mutual concern, including potential revisions to employee evaluation process set forth in Article 14 and health insurance benefits for retirees.

Section 3

Either party may notify the other in writing between March 1, 2022 and June 1, 2022 of its desire to modify or terminate the Agreement effective September 30, 2022. If notice is not given by June 1, 2022 of the intent to modify or terminate, the contract will automatically renew for successive one year periods until written notice to modify or terminate is given by either party by June 1 of a succeeding year.

CITY OF ST. AUGUSTINE

By: _____

John P. Regan
City Manager

COASTAL FLORIDA POLICE
BENEVOLENT ASSOCIATION

By: _____

Kevin McCarthy
Staff Representative

DATE: _____

DATE: _____

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

Attest:

Ratified by the City Commission:

Darlene Galambos
City Clerk

Date

APPENDIX A

POLICE OFFICER

1	\$45,818.17
2	\$46,276.35
3	\$46,739.11
4	\$47,206.50
5	\$47,678.57
6	\$48,155.35
7	\$48,636.91
8	\$49,123.27
9	\$49,614.51
10	\$50,110.65
11	\$50,611.76
12	\$51,117.88
13	\$51,629.06
14	\$52,145.35
15	\$52,666.80
16	\$53,193.47
17	\$53,725.40
18	\$54,262.66
19	\$54,805.28
20	\$55,353.34
21	\$55,906.87
22	\$56,465.94
23	\$57,030.60
24	\$57,600.90
25	\$58,176.91
26	\$58,758.68
27	\$59,346.27
28	\$59,939.73
29	\$60,539.13
30	\$61,144.52
31	\$61,755.96
32	\$62,373.52
33	\$62,997.26
34	\$63,627.23
35	\$64,263.50
36	\$64,906.14
37	\$65,555.20
38	\$66,210.75
39	\$66,872.86
40	\$67,541.59

APPENDIX B

CORPORALS

1	\$48,304.22
2	\$48,787.26
3	\$49,275.13
4	\$49,767.89
5	\$50,265.56
6	\$50,768.22
7	\$51,275.90
8	\$51,788.66
9	\$52,306.55
10	\$52,829.61
11	\$53,357.91
12	\$53,891.49
13	\$54,430.40
14	\$54,974.71
15	\$55,524.45
16	\$56,079.70
17	\$56,640.50
18	\$57,206.90
19	\$57,778.97
20	\$58,356.76
21	\$58,940.33
22	\$59,529.73
23	\$60,125.03
24	\$60,726.28
25	\$61,333.54
26	\$61,946.88
27	\$62,566.35
28	\$63,192.01
29	\$63,823.93
30	\$64,462.17
31	\$65,106.79
32	\$65,757.86
33	\$66,415.44
34	\$67,079.59
35	\$67,750.39
36	\$68,427.89
37	\$69,112.17
38	\$69,803.29
39	\$70,501.32
40	\$71,206.34

APPENDIX C

SERGEANTS

1	\$60,652.59
2	\$61,259.12
3	\$61,871.71
4	\$62,490.42
5	\$63,115.33
6	\$63,746.48
7	\$64,383.95
8	\$65,027.79
9	\$65,678.06
10	\$66,334.85
11	\$66,998.19
12	\$67,668.18
13	\$68,344.86
14	\$69,028.31
15	\$69,718.59
16	\$70,415.77
17	\$71,119.93
18	\$71,831.13
19	\$72,549.44
20	\$73,274.94
21	\$74,007.69
22	\$74,747.76
23	\$75,495.24
24	\$76,250.19
25	\$77,012.70
26	\$77,782.82
27	\$78,560.65
28	\$79,346.26
29	\$80,139.72
30	\$80,941.12

APPENDIX D

Police Officers Bill of Rights, Florida Statutes § 112.532 (1990).

APPENDIX E

1. All Bargaining Unit members designated as Corporal as of October 1, 2019 will receive a onetime automatic 1-step pay increase in addition to increases set forth in Article 14.
2. Bargaining Unit members designated as Sergeant as of October 1, 2019 will receive a onetime automatic step increase as follow:
 - K. Carroll 1-step
 - D. Embrey 1-step
 - M. Castaing 2-step
 - J. Marston 2-step
 - R. Warner 2-step
 - J. Whitehead 2-step
 - B. Frasca 4-step
 - J. Niederriter 4-step
3. No Corporal, as a result of the above automatic step increases or any other increases set forth in Article 14 will exceed the rate for Step 40 of the employee's pay grade. No Sergeant as a result of the above automatic increases or any other increases set forth in Article 14 will exceed Step 30 of the Sergeant's pay grade.

LETTER OF UNDERSTANDING

BETWEEN

CITY OF ST. AUGUSTINE

AND

THE COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

The City of St. Augustine has adopted a Drug Free Workplace Policy. A summary of the Policy is attached to this Letter as Attachment A. Where there is a conflict between this Policy and the Department Drug Screening Program, this Policy will prevail.

Random drug testing will be implemented as part of the City's Drug Free Workplace Policy. Up to five times annually (October through September), the City will draw 20% of the names or social security numbers of certified personnel. Those individuals whose names or numbers are drawn will immediately be sent for a drug test. If off duty, the individual's name/number will remain confidential and they will be sent for testing immediately upon returning to duty. The Association may be present at the time of the random selection, in which case social security numbers will be used. The Association representative present will certify that the numbers were drawn at random by signing the list of numbers drawn. All certified personnel will be subject to having their names or social security numbers drawn each time and, as a result, may be tested more than once per year. Testing, Testing Procedure and Test Results will be as defined in the Drug-Free Workplace Policy.

CITY OF ST. AUGUSTINE

/s/ Wm. B. Harriss
William B. Harriss

Date 9/26/05

COASTAL FLORIDA POLICE
BENEVOLENT ASSOCIATION

/s/ Patrick L. McGuire
Patrick McGuire

Date 9/22/05

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

/s/ Martha V. Porter
Martha V. Porter
City Clerk (seal)

RATIFIED BY CITY COMMISSION

9/26/05
DATE

DRUG FREE WORKPLACE POLICY SUMMARY

In a commitment to safeguard the health of our employees and to provide a safe working environment for everyone, we have established a Drug-Free Workplace Policy for the City of St. Augustine. This policy is implemented pursuant to the Drug-free workplace program requirements under F.S. 440.102 and the rules of the Department of Labor and Employment Security, Division of Workers' Compensation; Section 234.091 Florida Statutes; Regulations of the U.S. Department of Transportation (D.O.T.) contained in 49 CFR Part 40; and Regulations of the Federal Highway Administration continued in 49 CFR Parts 382 and 391.

The essential parts of this policy are:

1. The City of St. Augustine prohibits the use, possession, sale, manufacture or distribution of drugs, or other controlled substances on or off its property. Except as otherwise provided in City policy, the City prohibits the use or possession of alcohol on City property. It is also against City policy to report to work or to work under the influence of drugs or alcohol. Any employee who is taking any prescription drug which might impair safety, performance or any motor function must advise his or her supervisor before requesting to work under such medication.
2. Drug Testing of Job Applicants:
 - a. All Applicants considered final candidates for a position will be tested for the presence of drugs as part of the application process, to the extent permitted by Florida law.
 - b. Applicants will be asked to sign the Applicant Drug Testing Consent form. If an applicant refuses, he/she will not be considered for employment and the employment application process will be terminated.
 - c. If an applicant's test is confirmed positive, the applicant will not be considered for employment and will be informed that he/she has failed to meet employment standards.
3. Drug Testing of Employees:
 - a. Reasonable Suspicion Testing: Employees will be tested when there is a reasonable suspicion that an employee is using or has used drugs.
 - b. Random Testing: Employees in designated safety sensitive or special risk positions may be subject to random testing. Currently this includes employees required to possess a commercial driver's license, certified firefighters and certified police officers. The scope criteria and testing process will be governed by applicable state and federal laws and collective bargaining agreements.
 - c. Routine Fitness for Duty Testing: Employees will be drug tested if the test is conducted as a part of a routinely scheduled employee fitness-for-duty medical examination.
 - d. Post Accident. Employees who cause or contribute to an accident will be tested.
 - e. Follow-up Testing: All employees who have been determined to have used drugs will be subject to unannounced follow-up drug tests. Employees in safety sensitive or special risk positions will not be allowed to work in these positions while being professionally evaluated and/or participating in rehabilitative programs.
 - f. Additional Testing: Additional testing may also be conducted as required by applicable state or federal laws, rules or regulations or as deemed necessary by the City of St. Augustine (i.e. internal application for promotion or transfer to special risk or safety sensitive positions).
4. Disciplinary Action:
 - a. In the case of a first time violation of the City's policy, including a confirmed positive drug test result (without evidence of use, sale, possession, distribution, dispensation or purchase of drugs on City premises or while on duty), the employee will be subject to discipline up to and including discharge.
 - b. The City may suspend employees without pay under this policy pending the results of a drug test or investigation.

- c. Any employee using, selling, purchasing, possessing, distributing or dispensing drugs on duty or on City premises or in a City vehicle will be discharged, except where such activity is written within the scope of employment of a police officer.
 - d. The City will not discharge or otherwise discipline an employee solely upon the employee's voluntarily seeking treatment for a drug related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug related problems, or entered a drug rehabilitation program.
5. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the City of St. Augustine as a part of this drug testing program are confidential communications. Unless authorized by state laws, rules or regulations, the City of St. Augustine will not release such information without a written consent form signed voluntarily by the person tested.
 6. A Drug Use Information form which is a confidential report which must be filled out by both job applicants and employees both before and after being drug tested. This form permits individuals to provide the Medical Review Officer (MRO) with a list of all prescription and non-prescription drugs they are currently using or have used in the last month, as well as any other information they consider relevant to the test. The employee or applicant may consult the MRO for technical information regarding prescription or non-prescription drugs. The information is on Drug Testing/Chain-of-Custody HRS form 1806 or other current form will be provided to you.
 7. Prior to testing, the job applicant or employee will be given a list of the most common medications by brand name or common name and chemical name which may alter or affect a drug test. This information is on the Drug Testing/Chain-of-Custody HRS form 1806 or will be provided to you.
 8. Attachment "A" is a list of the common medications by brand name and chemical name which may alter or effect a drug test. Attachment "B" is a list of employee assistance programs and local drug and alcohol rehabilitation programs.
 9. Any applicant who refuses to submit to the pre-employment drug test shall be ineligible for hire.
 10. **Any employee who refuses to submit to a drug test may be terminated from employment or otherwise disciplined by the City. An injured employee who refuses to submit to a drug test or has a positive confirmation test, in addition to the above consistent with Florida law may, forfeit his/her eligibility for all workers' compensation medical and indemnity benefits. An employee in special risk or safety sensitive positions, including an employee with commercial driver's license whose test is confirmed positive or who refuses to submit to a drug test who is not terminated will not be allowed to operate a City vehicle until that employee has been evaluated by a substance abuse professional or MRO, complied with recommended rehabilitation and has a negative result on a return-to-duty drug test.**
 11. The following is a list of all drugs (described by brand name, common name and/or chemical name) for which the City will test:

Alcohol (booze, drink, distilled spirits, wine, beer, malt beverage, intoxicating liquor, alcoholic beverage)
 Amphetamines (Binhetamine, Desoxyn, Dexedrine)
 Barbiturates (Phenobarbital, Tuinal, Amytal)
 Benzodiazophines (Ativan, Azene, Klonopin, Dalmane, Diaozepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron, Xanax)
 Cannabinoids (marijuana, hashish, hash, hash oil, pot, joint, roach, spleaf, grass, weed, reefer)
 Cocaine (coke, blow, nose candy, snow, flake, crack)
 Methaqualone
 Methodone (Dolophine, Methadose)
 Phencyclidine (PCP, angel dust, hog)
 Propoxyphene (Darvocet, Darvon N. Dolene)
 Opiates (opium, dover's powder, paregoric, parepectolin)

The actual drugs tested will vary based on whether the test is conducted under Federal Regulations or the Florida Drug Free Workplace Act.

12. Job applicants and employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.
13. A job applicant or employee who receives a positive confirmed drug test result may contest or explain the result to the MRO or City within 5 working days after written notification of the positive test result. If a job applicant's or an employee's explanation or challenge is unsatisfactory to the MRO, the person may contest the results pursuant to rules adopted by the Department of Labor and Employment Security. The MRO shall report a positive test result back to the City.
14. Within five (5) days after written notification of a positive test result, the employee or job applicant may submit information to the City explaining why the test result does not constitute a violation of City policy; or after notification from the City, may otherwise contest the drug test result pursuant to rules adopted by the Department of Labor and Employment Security.
15. A job applicant or an employee has the responsibility of notifying the drug testing laboratory, through the employer, of any administrative or civil action brought pursuant to Chapter 440, Florida Statutes. The lab will maintain the sample until the case or administrative appeal is settled.
16. This policy may be the result of collective bargaining between the City and a labor organization. If you are an employee covered by a collective bargaining agreement, you should consult the the Association contract for appeal rights. In addition, there may be appeal rights under City policy, Florida Statutes 440.12 et seq., and to the Public Employees Relations Commission.
17. To ensure that drugs do not enter or affect the workplace, the City of St. Augustine, upon reasonable suspicion, reserves the right to search all personal vehicles, containers, or other employee owned items on City premises in furtherance of this policy. Individuals may be requested to display personal property for visual inspection upon the City's request.
18. Failure to consent to search or display for visual inspection, pursuant to Paragraph 17, will be grounds for termination or reason for denial of access to City premises by any others.
19. Searches of employee's personal property, pursuant to Paragraph 17, will take place only in the employee's presence. All searches under this policy will occur with the utmost discretion and consideration for the employees involved.
20. The contents of these drug guidelines are presented as statements of the City of St. Augustine's current policy and may be changed and updated by the City consistent with applicable law including Florida Statute 447. These guidelines are not intended to create a contract between the City of St. Augustine and any employee. Nothing in these guidelines binds the City of St. Augustine to a specific or definite period of employment or to any specific policies, procedures, actions, rules or terms and conditions of employment.
21. Employees, as a condition of employment, are required to abide by these guidelines.
22. In the event of a conflict between this Summary and a specific provision of (1) the City's Drug Free Workplace Policy; (2) federal or state law; or (3) a specific provision of an applicable collective bargaining agreement, the latter will prevail.

The above is a summary of the City of St. Augustine's Drug Free Workplace Policy. The complete policy is available in the City's Personnel Division.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan
City Manager

DATE: September 9, 2019

RE: Ratification of Collective Bargaining Agreement

The attached is the signed collective bargaining agreement between the City of St. Augustine and the Florida Carpenters Regional Council, Local 2038. The bargaining unit members voted and approved the agreement on August 30, 2019. The contract covers a 3-year period from October 1, 2019 until September 30, 2022 and needs to be ratified by the Commission.

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

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



Donna S. Hayes
Human Resources Director

AGREEMENT

Between

CITY OF ST. AUGUSTINE

and the

FLORIDA CARPENTERS REGIONAL COUNCIL

LOCAL 2038

October 1, 2019 through September 30, 2022

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AGREEMENT

This Agreement entered into by and between the City of St. Augustine, Florida (hereinafter referred to as the "City") and the Florida Carpenters Regional Council, Local 2038 (hereinafter referred to as "Union").

WITNESSETH

It is the intent and purpose of this Agreement to establish a sound and beneficial working and economic relationship between the parties hereto; to provide an orderly and peaceful means of resolving any misunderstanding and differences which may arise concerning rates of pay, wages, hours of employment, and other conditions of employment. It is understood that the City is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well-being of the public, and both parties hereto recognize the need for continuous and reliable services to the public.

In all cases where the male pronoun is used through this contract, it should be deemed to include both male and female.

ARTICLE 1
RECOGNITION

- 1.1 Pursuant to and in accordance with all applicable provisions of Chapter 447 of the Florida Statutes, the City recognizes the Union as the sole and exclusive collective bargaining representative in the matter of rates of pay, wages, hours of work, working conditions, and other conditions of employment, for members of the bargaining unit.
- 1.2 The City agrees there shall not be individual arrangements or agreements made with employees.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 The City reserves all rights, powers and authority except as otherwise specifically deleted or modified by express provisions of this Agreement.

2.2 Except as this Agreement specifically otherwise provides, nothing contained herein shall be construed to limit or impair the right of the City to exercise its own discretion on all of the following matters, whatever may be the effect upon employees, when in its sole discretion it may determine it advisable to do or change any or all of the following:

1. To manage its business generally.
2. To hire, lay off, assign, promote and evaluate employees.
3. To determine the qualifications of employees.
4. To discipline, demote, suspend or discharge an employee or class of employees for just cause.
5. To determine the schedule of work and assign work.
6. To determine number and time of shifts.
7. To establish new job descriptions, abolish or change existing job descriptions.
8. To increase or decrease the number of jobs.
9. To regulate or change services, materials, processes, products or equipment.
10. Contract for or subcontract any of its operations or services, provided that employees laid off due to subcontracting will retain seniority rights for recall purposes for 24 months.
11. To decrease or increase the number of working hours per day or per week.
12. To determine when training or schooling is necessary or justified and which employee(s) shall attend.
13. To assign overtime work.
14. To temporarily assign any employee to any department or to any classification within a department.

15. To establish, amend or modify work rules.

16. To hire temporary or part-time employees. Temporary or part-time employees will not receive benefits unless specifically set forth in this Agreement.

2.3 Except as otherwise specifically provided by this contract, the City reserves the exclusive right to determine all cases of promotion, classification, assignment or transfer of any employee or employees.

2.4 The Union specifically agrees that the exercise of the rights under this Article and the effect of such exercise on either the employees or the Union shall not be subject to any further bargaining during the term of the Agreement. The Union agrees that the exercise of management's rights are not arbitrable unless it is alleged that such action violates a specific Article or Section of this contract.

ARTICLE 3

DISCRIMINATION

- 3.1 The parties agree that neither will interfere in any way with the right given by law to employees to participate in Union activities or not to participate in Union activities as they choose.
- 3.2 Neither the City nor the Union shall discriminate against any employee because of race, color, creed, sex, national origin, or veteran status, provided that the sole remedy under this Section shall be under the applicable federal or state law and not under Article 23 of this contract.

ARTICLE 4

CHECK-OFF

- 4.1 The City agrees to deduct Union Dues in an amount certified by the Union, from the pay of the employees who authorize it twenty-four (24) times per year. The total amount of deductions shall be submitted to the Union within ten (10) days following date pay was issued by the City to the Employee.
- 4.2 The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with the check-off provision of this Article.
- 4.3 The Employee may cancel the dues check-off provided by this Article by giving written notice of cancellation to the City. Upon receipt of notice of cancellation under this Article, deductions will stop as soon as administratively feasible, but in no event more than 30 days after receipt of the notice by the City.
- 4.4 The check-off authorization form will provide for check-off in the name of the Union as certified. If during the contract year the name of the Union changes from that currently used to another organization certified by PERC, new dues check-off forms designating the Union to receive dues check-off must be submitted before any further dues will be deducted.

ARTICLE 5

NO STRIKE

- 5.1 The Union agrees that it will not authorize any strike, work stoppage, slowdown or any form of interference with the operations of the City.
- 5.2 An employee participating in or promoting a strike, work stoppage, slowdown or any form of interference with the operations of the City shall be subject to disciplinary action, up to and including discharge, and other penalties as provided by PERC and Florida Statutes.
- 5.3 In the event of a strike, work stoppage, slowdown or any other form of interference with the operations of the City, a responsible representative of the Union will, after notification by the City that a strike, work stoppage, slowdown or any other form of interference with the operations of the City exists promptly and publicly disavow such strike, work stoppage, slowdown or any other form of interference with the operation of the City, or similar interference with the operations of the City and order the employees back to work and attempt to bring about a prompt resumption of normal operations. The Union will notify the City within twenty-four (24) hours after receipt of notice that strike, work stoppage, slowdown or any form of interference with the operations of the City exists what action it has taken to conform with the provisions of this Article.
- 5.4 In the event of a strike, work stoppage, slowdown or any form of interference with the operations of the City, if such strike, work stoppage, slowdown or any form of interference with the operations of the City continues for more than forty-eight (48) hours after notification, if the Union has not publicly disavowed such strike, work stoppage, slowdown or any form of interference with the operations of the City and ordered the employees back to work and attempted to bring a prompt resumption of normal operations, then this Agreement shall be null and void in its entirety.

ARTICLE 6

REPRESENTATION

- 6.1 The City will recognize one (1) steward per shift, appointed by the Union for the following divisions:
1. FLEET OPERATIONS, STREETS & GROUNDS, WATER TREATMENT PLANT
 2. WASTEWATER TREATMENT PLANT, WASTEWATER COLLECTION, TRANSMISSION AND DISTRIBUTION
 3. SOLID WASTE & SANITATION
- 6.2 The City will recognize a grievance committee appointed by the Union, which shall consist of not more than three (3) employees, whose names will be furnished to the City in writing.
- 6.3 The Union shall notify the City of the names of all officers, stewards, grievance committeemen and alternates, or any changes prior to the effective date of their assuming duties of the respective officers.
- 6.4 The Union shall not engage in solicitation of any kind or in distribution of literature of any kind, including solicitation of membership during working hours.

ARTICLE 7

UNION BUSINESS

- 7.1 The President or Vice President of the Union, Union Stewards, or grievance committee members shall be granted time off by his supervisor or his designee to conduct Union business which can only be conducted during working hours, provided: (1) a written request is submitted prior to the time off period and (2) such absence would not unduly hamper the operation where such officer or steward is employed.
- 7.2 Union members, who are not Stewards or on the grievance committee, may be granted time off for Union activities, which can only be conducted during working hours, provided: (1) a written request from a Union Official is submitted at least two (2) weeks prior to the time off period and (2) such absence would not unduly hamper the operations where such employee is employed.
- 7.3 A representative of the Union may, with permission from the City, enter upon the City's premises for the purposes of conducting legitimate business in connection with the Union's representation of the employees. Such permission will not be unreasonably withheld and such visits shall not interfere with the operation of the City.

ARTICLE 8

RULES/SAFETY

- 8.1 All rules, regulations, policies and procedures of the City in effect on the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with the terms of this Agreement. Authority to change, modify or delete rules, regulations, policy or procedures, provided such changes, modifications or deletions are not in conflict with the terms of this Agreement rests with the City.
- 8.2 All safety rules will be enforced, and employees are encouraged to report safety hazards.
- 8.3 The Union will be entitled to select one (1) employee to attend meetings of the Safety Committee. The employee selected will attend on work time and will be a full, participating member of the Safety Committee.
- 8.4 The City will provide an annual allowance each contract year of \$110.00 toward the purchase of safety shoes (steel toed or other approved safety shoes) for regular, full-time employees who are required to wear safety shoes. The shoes may be purchased and charged to the City from the City-approved vendor(s). The City will credit \$110.00 toward the purchase and the balance will be repaid to the City by payroll deduction (minimum of \$10.00 per paycheck). The employee must authorize the deduction prior to purchase. In the alternative, the employee may purchase approved safety shoes and upon presentation of proof of purchase (receipt identifying the cost of the safety shoes and the date of purchase) and showing the shoes purchased to the supervisor, the City will reimburse the employee up to \$110.00, not to exceed the cost of the shoes. It is understood that the City's maximum credit is \$110.00 per contract year (October 1 through September 30) and the employee may use the credit throughout the year to purchase multiple pairs of safety shoes, not to exceed the maximum credit amount.

8.5 Employees in the Transmission & Distribution and Wastewater Collection Divisions will be provided an annual allowance each contract year of \$175.00 towards the purchase of safety shoes as outline in 8.4 above.

ARTICLE 9

BULLETIN BOARDS

- 9.1 The Union may post a 2' X 3' bulletin board at the Water Treatment Plant, Wastewater Treatment Plant, Fleet Operations Building, Solid Waste and Sanitation Building, Public Works Complex in locations designated by the City. The bulletin boards will be used for posting official Union notices, which shall not be of a political or controversial nature.
- 9.2 All notices shall be signed by an officer of the Union or a Union Steward.
- 9.3 Copies of all notices shall be submitted to the City Manager or his designee prior to their being posted. If the City Manager feels that the notice is of a controversial nature, the Union agrees to rewrite in such a way that it would not be of a controversial nature.
- 9.4 Any material found on Union bulletin board space not on file with the City or not signed by an officer of the Union or a Union Steward may be removed by the City.

ARTICLE 10

HOURS OF WORK AND OVERTIME

- 10.1 The normal payroll week shall begin at 12:01 a.m., Tuesday morning and shall continue for 168 hours, which is seven (7) calendar days. The normal pay period shall be two consecutive pay weeks. The normal workweek shall be forty (40) scheduled hours during a pay week.
- 10.2 All work performed in excess of forty (40) hours in any one payroll week as defined in Section 10.1 shall be paid for at the rate of one and one-half (1-1/2) times the regular rate of pay.
- 10.3 An employee whose schedule requires him to work on an observed holiday will receive his regular rate of pay for the day worked. However, an employee required to work on a holiday will be granted eight (8) hours of holiday leave which will be added to his vacation leave hours. With the supervisor's approval, an employee may elect to receive eight (8) hours holiday pay at his regular hourly rate in lieu of having the eight (8) hours added to his vacation hours. The pay option must be selected by the employee and approved by the supervisor during the pay period in which the holiday occurs. If an observed holiday falls on the employee's regularly scheduled day off, the employee will be granted eight (8) hours of holiday leave which will be added to his vacation leave hours. There will be no option of holiday pay if it is the employee's regularly scheduled day off.
- 10.4 Employees who have physically left City property and are notified after the end of their regular shift that they are required to return to work after the normal shift is completed, will be paid at one and one-half (1-1/2) times his/her normal rate of pay for all hours worked; a minimum of two (2) hours will be guaranteed.
- 10.5 A regular, full-time employee under this contract is an employee who is regularly scheduled to work forty (40) hours per week.
- 10.6 In the event the City determines for fiscal year 2018 – 2021 that it will be necessary to reduce the number of hours worked by City employees in all City departments, the Union will be given

notice of that decision and a period of fourteen (14) days to negotiate the impact of that decision on bargaining unit employees prior to implementation.

ARTICLE 11

SENIORITY

- 11.1 Except as otherwise provided in Section 11.4, seniority is defined as an employee's continuous length of service with the City, commencing with his last date of hire.
- 11.2 All new employees shall be regarded as probationary employees during the first six (6) calendar months of their employment. A probationary employee shall have no seniority rights and his retention is entirely within the discretion of the City, provided no such employee shall be discharged because of this membership or activities in the Union.
- 11.3 An employee's continuous service with the City shall be considered as having been broken if the employee:
- (a) Quits. An employee who is absent for two (2) or more days without notice is presumed to have quit, unless in the discretion of management, there was a justifiable reason for not contacting the City.
 - (b) Is discharged for just cause.
 - (c) Fails to return from an authorized leave of absence.
 - (d) Fails to provide medical certification required by the City for initial or continuation of leave for medical or family leave purposes, including periods of absence involving workers' compensation.
 - (e) Is absent due to a layoff for more than one year.
 - (f) Is retired.
- 11.4 In the event of a reduction of work force or elimination of a position, seniority within the employee's job classification and ability of the employee shall govern. Layoffs shall begin with the employee having the least seniority in the job classification. However, overall City seniority will be applied such that layoff from a particular job classification does not preclude the individual from bumping to an equal or lesser classification provided the employee previously

was permanently assigned to the classification or is otherwise fully qualified to perform the duties of the classification at the time he exercises bumping rights and remains fully qualified to perform without further training or licensing. Employees shall be recalled to their former classification or to any classification previously held with the City, provided they are fully qualified to perform without further training or licensing. Recall shall be in the inverse order of layoff, up to one year from the date of layoff. An employee whose job is eliminated because of a general layoff may not displace an employee in a higher pay grade regardless of his seniority. An employee bumping from a higher classification to a lower classification will be paid the weighted average rate of all employees in the classification, or his rate at the time of bumping, whichever is less. The weighted average rate to be paid will be computed as of the payroll ending date immediately preceding the exercise of bumping rights. An employee bumping laterally (to a job that has the same base hourly rate) will retain his current rate.

ARTICLE 12

VACANCIES - PROMOTIONS

- 12.1 The City shall post a notice and notify the Union of vacancies for all jobs other than entry level jobs within five (5) working days following notice of the intent to fill the vacancy or newly created position. Employees shall be given five (5) working days in which to make application for a promotion to the vacant position. An employee legitimately absent during the five (5) day application period will be allowed to make application by phone. A promotion is defined as movement from a lower classification to a higher classification.
- 12.2 Seniority will be considered by the City in selecting an employee for promotion. If, in the opinion of the City, two or more employees who make application for a promotion to a vacant position are equally qualified at the time of the vacancy, the most senior will be selected. Qualified, for the purposes of promotion, means having the basic skills and ability to perform the job without further training. Basic skills and abilities include such effective factors as attendance, being to work on time, etc. Any employee promoted will have not less than thirty (30) or more than sixty (60) calendar days to become proficient in the job. During the period between thirty and sixty days, the employee may return to his former position, if he so desires, or he may be returned to his former job by the City if the City decides the person is not progressing to the point of becoming proficient in the job or is otherwise not qualified to perform. Nothing herein will prevent the City and the employee from mutually agreeing that the employee can return to his prior job at any time during the first sixty calendar days. In either case, the employee will retain his seniority. If, at the end of the sixty (60) day period, the employee is still on the job, the promotion shall be considered permanent. It is understood that during the sixty-day trial period, the employee will be given proper instructions on performance and will be afforded reasonable opportunity to demonstrate proficiency in the job. If a senior employee is not selected to fill the vacancy, he will receive a letter stating the reasons for not being selected. If, in the opinion of the

City, no employee is qualified for the posted position, the City may fill the vacancy from any other available source. If the City is unable to find a qualified individual, then the employee with the greatest seniority and the best qualifications will be given no less than thirty (30) nor more than sixty (60) days to become proficient in the job.

- 12.3 The City shall notify the Union in writing with the list of internal employees who applied for promotion and the name of the employee selected to fill the position upon conclusion of the promotion process.
- 12.4 The trial period may be extended beyond sixty (60) days through mutual consent of the Union and the City.
- 12.5 The City may at its discretion allow an employee to transfer laterally to a vacant position. A lateral transfer is defined as a transfer from one job to another job within the same pay grade. In the event of a lateral transfer, the employee and the City have the same rights set forth in Section 12.2 above with regard to returning to or being returned to the employee's prior position during the sixty (60) day trial period, or any extension thereof.

ARTICLE 13

TEMPORARY TRANSFERS

- 13.1 An employee temporarily transferred to a position with a higher pay grade within the bargaining unit for a minimum of eight (8) hours, or a full regularly scheduled shift, whichever is less, shall be paid the rate for the classification transferred to or five (5) percent (%) an hour higher than the rate of his regularly assigned job, whichever is higher. No employee shall be removed from the higher classification during a shift solely to avoid the higher classification pay. Temporary transfer pay will not be awarded when the primary reason for the temporary transfer is to allow an employee in a lower classification to learn the full responsibilities of the higher classification (for example a temporary transfer from a Utility Worker to a Pipe Layer).
- 13.2 An employee temporarily transferred to a position in the same pay grade or a position in a lower pay grade, shall be paid at the same step in the pay grade as he previously received.
- 13.3 Except as provided in Section 13.4, it is understood that a temporary transfer shall not exceed thirty (30) days.
- 13.4 Temporary transfers may be extended beyond thirty (30) days when necessitated by illness or on-the-job injury resulting in extended absence in the position which is being temporarily filled.

ARTICLE 14

HOLIDAYS

14.1 The following holidays will be observed:

New Years Day
Memorial Day
Martin Luther King Day
President's Day
Good Friday
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas

14.2 Any employee scheduled to work and who does work on any of the above holidays shall be paid as set forth in Section 10.3.

14.3 All holidays shall comply with the day the City Government observes as the holiday.

Employees must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday unless on approved vacation leave, jury duty or paid military leave.

14.4 If the City grants a holiday to non-bargaining unit personnel, the same holiday will be granted to this bargaining unit.

14.5 Part-time and temporary employees are not eligible for holiday pay.

ARTICLE 15

VACATION

15.1 VACATION LEAVE ACCRUAL

Effective December 31, 2002, each regular full-time and probationary employee will, based upon full month of continuous service, be credited bi-weekly with vacation leave according to the following schedule:

SERVICE MONTHS	LENGTH OF SERVICE	BIWEEKLY ACCRUAL	TOTAL ANNUAL HRS	MAXIMUM ANNUAL BAL
0-59	1 - 4 Yrs	3.0770	80	480
60-71	5	3.3847	88	488
72-83	6	3.6924	96	496
84-95	7	4.0000	104	504
96-107	8	4.3077	112	512
108-179	9 - 14 Yrs	4.6154	120	520
180-191	15	4.9231	128	528
192-203	16	5.2308	136	536
204-215	17	5.5385	144	544
216-227	18	5.8462	152	552
228+	19 +	6.1539	160	560

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

An employee on leave without pay for up to seven (7) consecutive calendar days will be credited with vacation hours for the bi-weekly pay periods in which the seven (7) days occur. Any employee on leave without pay for eight (8) or more consecutive days will not be credited with vacation hours for any bi-weekly pay period ending after eight (8) consecutive days of such absence.

Effective December 31, 2002, the unused vacation, including holidays saved, may be accumulated to a maximum of four hundred (400) hours plus the annual hours of vacation leave accrued for the employee's completed years of service. When an employee has reached the maximum accrual limit of vacation hours, the employee will not accrue or be credited with any additional vacation hours, including holidays saved, until his or her vacation balance drops below the maximum accrual limit.

15.2 ELIGIBILITY FOR VACATION LEAVE

An employee shall be eligible to use vacation leave at any time after such vacation leave has been credited to his account except at such times when a department's workload makes it impractical for such vacation leave to be granted. Vacation leave will not be unreasonably denied. The amount of notice required for vacation leave is determined by the Division but three (3) to five (5) business days shall serve as a general guideline.

- 15.3 Absence on account of sickness in excess of sick leave accrual will be charged against the vacation leave allowance; provided, however, that any such absence may still be treated as a chargeable absence under City policy.
- 15.4 Employees shall have the right to select their vacation period in accordance with their seniority, provided it does not interfere with the City's operation. Vacation must be requested thirty (30) days in advance to be granted on a seniority basis.
- 15.5 Any non-probationary employee who leaves the service of the City for any reason except for reasons related to theft shall be paid for unused earned vacation up to the amount accumulated, but not in excess of the accumulation permitted by Section 15.1.
- 15.6 Part-time or temporary employees are not eligible for vacation leave.
- 15.7 If a holiday occurs while an employee is on vacation, the employee's vacation leave will not be charged for said holiday.

- 15.8 Use of vacation leave is not authorized prior to the time it is earned and credited to the employee and is only used with the approval of the proper authority within the department.
- 15.9 If a vacation scheduled thirty (30) days in advance is cancelled by the City due to a declared civil emergency or if a vacation requested thirty (30) days in advance is denied by the City and as a direct result of the cancellation or denial, the employee would lose vacation/holiday saved accrual under Section 15.1, the employee will be given an additional ninety (90) days to schedule vacation from the date of the cancellation/denial. If not rescheduled during the ninety (90) days, the hours in excess of 400 on the day prior to the anniversary date will be lost. Vacations scheduled and approved thirty (30) days in advance will not be cancelled absent a declaration of a civil emergency by the City Manager (i.e., for hurricanes, tornadoes, fires, flooding or other similar civil disasters)

ARTICLE 16

SICK LEAVE

16.1 Sick Leave Accrual

Effective October 1, 2002 each regular full-time employee will earn sick leave credit at a rate in accordance with the schedule below. All sick leave hours credited for bi-weekly pay periods after October 1, 2002 will be payable sick leave hours.

<u>Hours In Regular Workweek</u>	<u>No. of Hrs. Accumulated Per Biweekly Pay Period</u>	<u>Number of Hours Accumulated Per Yr.</u>
40	3.1	80.6

When an employee has used his accumulated sick leave so as to have reduced his sick leave balance to zero (0), he shall not be able to use any sick leave accrual until he has returned to full-time duty. Sick leave will be credited to employees' accounts bi-weekly. Probationary employees will accrue bi-weekly sick leave but will not be allowed to use the accrued sick leave until ninety (90) calendar days of employment has been completed.

16.2 Sick Leave Accumulation and Bonus Pay-Out

- (a) Any accrued payable sick leave hours will be carried forward at the end of fiscal years and will continue to be credited to the employee's payable sick leave account to be used as sick leave during the employee's employment.
- (b) Each employee will have the option on March 31 and September 30 of each year of receiving pay (base hourly rate) for up to 80 payable sick leave hours each option date. To be eligible to participate in the sell-back option an employee must have a minimum combined balance of two hundred forty (240) hours of sick and vacation leave; provided that employees must, after the sell back, retain a minimum of 40 hours sick leave.
- (c) Employees will have the option on March 31 and on September 30 of each year to convert up to forty (40) payable sick leave hours to vacation hours. To be

eligible, an employee must have at least one hundred twenty-five (125) hours of sick leave. After the conversion, at least forty (40) sick leave hours must remain in the employee's sick leave balance.

- (d) Any unused payable sick leave hours will be paid (base hourly rate) upon termination, retirement or resignation from the City provided the employee has completed probation.

- 16.3 Whenever, in the judgment of the Department Head, sick leave may appear to be abused, or where any employee regularly uses sick leave when it is credited, or when sick leave has been exhausted and vacation leave is being used, the employee requesting sick leave will be required to furnish competent medical proof for such absence, prior to sick leave pay or vacation leave, as applicable, being granted. Such competent medical proof shall include a physician's statement attesting to his inability to perform work on the day(s) of absence for such absence.
- 16.4 Absence on account of sickness in excess of sick leave accrual will be charged against the vacation leave allowance; provided, however, that any such absence may still be treated as a chargeable absence under City policy. If sick leave and vacation leave are exhausted, employees will take leave without pay for all scheduled hours not worked. An employee utilizing leave without pay may be required to furnish competent medical proof for each day of absence or each day of absence will be treated as an unauthorized absence.
- 16.5 Employees on leave of absence without pay for seven (7) or less consecutive calendar days will accrue sick leave for the bi-weekly pay period in which the leave of absence commences. Employees on leave of absence without pay for eight (8) or more consecutive days will not accrue sick leave for any bi-weekly pay period ending after the eighth (8th) consecutive calendar day of leave without pay.
- 16.6 Unless in direct conflict with the provisions of this Article, the application of sick leave benefits will be in accordance with City sick leave policy.

- 16.7 The City has established a payroll procedure which permits bargaining unit employees and other City employees to donate payable sick leave hours or vacation leave hours to other bargaining unit employees or other City employees. It is understood and agreed that all donations of payable sick or vacation leave time will be in accordance with the procedures established by the City. The City reserves the right to discontinue this program at any time.
- 16.8 The following relationships shall be considered family: mother, father, stepmother, stepfather, foster parent, brother, sister, stepbrother, stepsister, wife, husband, son daughter, stepson, stepdaughter, foster child, immediate in-laws, grandparents, grandchildren, first aunt or uncle or members of the immediate household having permanently resided under the same roof.

ARTICLE 17

MATERNITY LEAVE

The City will comply with appropriate Federal and State laws concerning pregnancy.

ARTICLE 18

WORKERS COMPENSATION

- 18.1 An employee who is temporarily disabled as a result of an injury received in the course of employment with the City shall be entitled to be compensated as described herein. During the first week (7 calendar days) the employee will receive his/her normal City paycheck. For the next ninety-eight (98) days of compensable disability, such employee shall receive eighty-five (85%) percent of his/her normal paycheck from the City. The purpose and intent of this eighty-five (85%) percent payment is to provide an employee who sustains a compensable injury with an amount of pay which approximates the employee's pre-injury normal pay after taxes. In order to qualify for this benefit, the employee must endorse his Workers' Compensation checks over to the City. It is the employee's option to choose between the Workers' Compensation checks or the City paycheck; however, once an option is selected, that option will continue for the remainder of the fourteen (14) weeks during which the employee could receive the eighty-five (85%) percent payment by the City. The normal paycheck will be the amount of salary, excluding overtime, the employee was receiving immediately prior to his injury. If such disability continues for more than fourteen (14) weeks from the pay period following the date of injury, the employee's eighty-five (85%) percent of normal pay shall be terminated at the end of said fourteen (14) week period and the employee will retain his Workers' Compensation checks. The City may, solely at its discretion, provide extensions of normal pay beyond the fourteen (14) week period limitation as outlined herein. At the termination of the fourteen (14) week period or the termination of the extension period, the employee's right to compensation shall be governed by the Workers' Compensation Law and by his entitlement to pension rights and sick leave benefits, if any.
- 18.2 The City may require an employee who is temporarily disabled on duty and therefore eligible to receive Workers' Compensation benefits under Section 18.1 above, to temporarily perform any other available work within the City, provided the employee's attending physician's assessment

of the employee's physical or mental abilities, work restrictions or limitations does not prohibit the employee from performing assigned work. The employee's refusal or failure to perform such temporary assignments will result in the employee forfeiting all statutory and contractual Workers' Compensation benefits. The employee will continue at his regular hourly rate while performing such assigned work during the fourteen (14) week period following the date of injury. After the fourteen (14) week period, the employee will be paid at the rate of the job to which he/she is assigned (or at the sole discretion of the City, be paid a higher rate of pay) and if so entitled, the employee will receive State Workers' Compensation wage loss benefits. The City retains the right to end such assignment at any time or to offer the employee another full-time, permanent position with the City.

- 18.3 Should changes in the Federal Withholding and FICA/Medicare regulations and leave regarding taxability of Workers' Compensation benefits be enacted, the parties will meet to discuss an appropriate adjustment to the eighty-five (85%) percent formula in Section 18.1 of this Article.

ARTICLE 19

MILITARY LEAVE

Both parties agree to comply with the Federal and State law in regard to military leave and the rehiring of employees called to military duty. These laws include but may not be limited to Chapter 115.07 Florida Statutes, the Uniformed Services Employment and Reemployment Act (USERRA) and the Family Medical Leave Act of 1993 ("FMLA") and as Amended by Section 585 of the National Defense Authorization Act for FY 2008.

ARTICLE 20

COURT LEAVE

An employee who is subpoenaed or summoned to appear in court as a State witness will be granted court leave and will be paid at his regular rate of pay during such absence. To be eligible to receive court leave pay, the employee must deposit with the City's Finance Department any payment received for his services as a witness in court.

ARTICLE 21

JURY LEAVE

An employee who is summoned to jury trial shall be granted Jury Leave and will be paid at his regular rate of pay during such absence. To be eligible to receive jury leave pay, the employee must deposit with the City's Finance Department any payment received for his jury duty.

ARTICLE 22

LEAVE OF ABSENCE

22.1 With the written approval of the City Manager, an employee may be granted a leave of absence without pay for a specified period of up to sixty (60) days, which may in exceptional circumstances be extended for up to one year by the City Manager.

Such leave of absence beyond sixty (60) days may only be granted when an employee has such exceptional skills, abilities or specialized knowledge that the City Manager deems it in the best interest of the City to grant an extended leave of absence.

22.2 A vacancy created by a leave of absence may be filled on a temporary basis without regard to the thirty (30) days limitation of Section 13.3.

22.3 In such event the position temporarily vacated by the employee granted a leave of absence may be filled by temporary appointment during the specified leave period.

22.4 Continuous Service

Periods of absence resulting from properly authorized Workers Compensation, Vacation Leave, Holiday Leave, Sick Leave, Military Leave, Court Leave, Jury Leave, or Suspension for reasons which do not result in the discharge of the employee shall be considered to be continuous service with the City.

22.5 Not Continuous Service

Periods of absence resulting from Leave of Absence without pay or Suspension for reasons which result in the discharge of the employee shall not be considered to be continuous service with the City.

22.6 Leave Pay

An employee granted Vacation Leave, Holiday Leave, Sick Leave, Court Leave, Jury Leave, or Military Leave with pay shall be paid during the period of such leave at his regular rate of pay.

22.7 Leave Without Pay

Leave without pay during any period that an employee must be absent, whether for illness, personal business or other reasons, and that employee does not have leave credited and available to use, may be placed on Leave Without Pay.

22.8 Authorized Leave Without Pay

Any employee on Authorized Leave Without Pay for up to thirty (30) consecutive days will continue to be covered by the existing health insurance plan, at the City's cost. Employees on leave of absence without pay for thirty-one (31) or more days which is not covered by the Family Medical Leave Act may continue their health insurance at their cost. It is the responsibility of the employee to make advance arrangements with the Human Resources Division to make the necessary payments for such insurance during a leave of absence beyond thirty (30) days.

22.9 Failure To Return To Work

Any employee who fails to return to work upon the expiration of a leave of absence or any extension of such leave will be terminated.

22.10 Funeral Leave

Any employee may be granted up to three (3) days off with pay if any member of his immediate family dies. Such time off will be charged to sick or vacation leave. Immediate family will be: mother, father, stepmother, stepfather, foster parent, brother, sister, stepbrother, stepsister, wife, husband, son daughter, stepson, stepdaughter, foster child, immediate in-laws, grandparents, grandchildren, first aunt or uncle or members of the immediate household having permanently resided under the same roof. Upon request, more than three (3) days off may be granted based on individual circumstances.

22.11 The employee's and the City's rights and obligations under the Family and Medical Leave Act ("FMLA") of 1993 and as Amended by Section 585 of the National Defense Authorization Act will be determined by the statute, applicable regulations and court interpretations under the Act. In the event the Act requires a benefit greater than the benefits provided under this contract, the Act will apply. In determining leave eligibility, the City will use a rolling 12-month period measured backwards from the date leave is used. For other than intermittent leave, FMLA absences which exceed three (3) consecutive days or more will be counted against available FMLA leave, beginning with the first day of the absence. Leave under the FMLA will run concurrently with any other paid leave, such as sick leave, Workers' Compensation leave, or any other leave whether paid or unpaid, during which the employee medical benefits are provided by the City at City expense.

ARTICLE 23

GRIEVANCE PROCEDURE

- 23.1 A grievance is defined as an alleged violation of a provision of this Agreement. An earnest effort shall be made to adjust such grievance immediately in the following manner.
- 23.2 STEP I - Any employee or group of employees having a matter over which they feel aggrieved shall, within three (3) working days of the occurrence of the matter, take the matter up with their supervisor. A Steward may accompany the employee at the request of the employee or the Steward. The supervisor shall render a decision within one (1) working day. In the event the supervisor's decision is unsatisfactory, the matter shall become a grievance and be reduced to writing by the employee or the Union. The supervisor shall give his answer in writing within three (3) working days.
- 23.3 STEP II - The grievance shall, within five (5) working days, be taken up between the aggrieved employee or employees, the Steward, and the department head or designee who will give his/her answer in writing. If management's answer is unsatisfactory, the matter may be appealed to Step III within ten (10) working days.
- 23.4 STEP III - Within ten (10) days from the receipt of the appeal from Step II, the grievance shall be taken up between the aggrieved employee or group of employees, Union representative, and representatives of the City Manager or his designee. If a satisfactory solution is not reached, the grievance may be appealed to Step IV within fifteen (15) working days of the City Manager or his designee's answer at Step III.
- 23.5 STEP IV - Within fifteen (15) working days set forth in Step III, a panel of seven (7) arbitrators shall be requested by the party requesting arbitration. This panel will be requested from the Federal Mediation Conciliation Service. Within ten (10) working days after the receipt of the panel by the parties, a meeting will be set for the alternate striking of names. The party

requesting arbitration shall have the first strike. The last name on the list will be that of the chosen arbitrator.

- 23.6 By mutual agreement, the time limit of any step may be extended.
- 23.7 The expense of the Arbitrator's services and the proceeding shall be borne by the losing party or by both parties in the event of a compromise solution as determined by the Arbitrator. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and provides a copy without charge to the Arbitrator if requested. If both parties request or obtain a copy of the transcript, the cost of the transcript will be split by the parties.
- 23.8 In the event an answer is not given in writing by management to any grievance, then it will be handled at Step III and all other Steps will be skipped over except Step IV. Step III will be taken up within ten (10) working days from the day the grievance occurs.
- 23.9 It is distinctly understood that no arbitrator is vested with the power to change, alter, modify or amend the terms of this Agreement in whole or in part.
- 23.10 The arbitrator, in deciding any dispute submitted to arbitration arising out of the interpretation or application of this contract shall:
- (a) Not substitute his judgment for that of the City.
 - (b) Determine each dispute in accordance with the terms of this Agreement and in accord with the Submission Agreement. If there is no Submission Agreement, then the arbitrator will rely on the grievance as presented under Step II, Section 23.3.
 - (c) In suspension and discharge cases, the arbitrator may not modify the action taken by the City absent clear and convincing evidence submitted by the grievant or the Union that shows either: (1) the factual basis upon which the City relied in taking

the disciplinary or discharge action was erroneous; or (2) the action taken by the City was excessive.

- (d) Not have authority to establish any wage rates or to modify rates set forth in this Agreement.
- (e) Deduct from any monetary award to an aggrieved employee(s) (1) any monies he may have received in the interim from any employment entered into after the grievant's termination of employment; and (2) any unemployment compensation received by the grievant. No interest shall be added to any awards made to any employee.

23.11 Only one grievance may be heard by the arbitrator at any one-time, absent mutual agreement to the contrary by the Union and the City.

23.12 A hearing shall be held as soon as possible and the arbitrator shall endeavor to render his decision within thirty (30) days from the close of the hearing. It is agreed that the decision of the arbitrator shall be final and binding upon all parties; provided that either party may appeal the arbitrator's decision to a court of appropriate jurisdiction if the arbitrator does not comply with the terms of this Agreement.

23.13 Damages arising out of alleged violation of the "No Strike/No Lockout" clause of this Agreement are not subject to this Article and will be resolved in a court of competent jurisdiction.

23.14 Any employee who has been served a disciplinary suspension may:

- (a) Sign a waiver stating that they are not going to pursue any of their grievance rights. The employee will then serve their suspension as assigned OR
- (b) Grieve or decline to sign the waiver noted above in which case the suspension will not be served until such time that the time frames to grieve have expired through arbitration.

ARTICLE 24

PENSION

The Pension Plan as approved by the City of St. Augustine will be offered. All regular full-time bargaining unit employees will be enrolled in the plan.

ARTICLE 25

HEALTH AND DENTAL INSURANCE

- 25.1 The health insurance plan as approved by the City of St. Augustine will be offered for all regular, full-time employees. The City will pay for each employee's Group Health Insurance for the duration of this Agreement, provided however, that the City reserves the ultimate right to make any changes including but not limited to any change in the insurance carrier(s) nature or scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget. The employee will pay for dependant coverage; provided that the City may, at its option, contribute toward dependant coverage. If the City contributes toward dependant coverage, it may at its option decrease or cease such contributions in the future by advising the Union of its decision without further bargaining.
- 25.2 The City will provide dental coverage of its choice to regular, full-time employees only at the City's cost provided however, that the City reserves the ultimate right to make any changes including but not limited to, any change in the insurance carrier(s), nature or scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget. Optional dependant dental coverage may be offered. The employee will pay for any and all elected dependant dental coverage.

ARTICLE 26

DISCHARGE AND DISCIPLINE

- 26.1 No employee shall be reprimanded, discharged or suspended except for just cause. This Section does not apply to layoffs. Upon request by the employee, a Steward, if one is available, will be present. For other than a verbal reprimand, the employee will be furnished with a written and duplicate statement of the charges and the reason for such actions at or subsequent to the disciplinary action. The employee may furnish the Union with a copy of the statement. If the discipline involves termination, the employee will receive the reasons for the proposed termination in advance and receive any pre-termination due process to the extent required by federal law.
- 26.2 Any official written reprimand shall be furnished to the employee outlining the reasons for the reprimand. The employee will be requested to sign and by doing so shall only acknowledge receipt of same. If the employee refuses to sign, then this shall be so noted in his personnel file. The employee's responding statement will also be entered into the employee's personnel file. Nothing in this Article shall preclude the use of the Grievance Procedure for response to the reprimand.
- 26.3 Effective the following two (2) pay periods after a suspension is served; the employee will not be allowed to work overtime unless it is approved by the Department Head or designee.
- 26.4 If termination is involved, the employee may be placed on Administrative Leave with pay pending pre-termination procedures or the outcome of an internal investigation, if it is deemed to be in the best interest of the City. Employees who are placed on Administrative Leave with pay pending pre-termination procedures or the outcome of an internal investigation shall cease to accrue sick and vacation time should the leave exceed one pay period. If the employee is not ultimately terminated, accruals that would have been earned will be posted to the employees sick and vacation accounts.

ARTICLE 27

WAGE AND CLASSIFICATION

- 27.1 A. For FY 2019/2020, bargaining unit employees shall receive the following, effective the first full pay period in October of 2019:
1. For bargaining unit employees hired by the City on or prior to June 30, 2013, an automatic one-step increase in accordance with Addendum B.
 2. For bargaining unit employees hired on or after July 1, 2013, no automatic step increases.
 3. All full-time regular and probationary employees will receive a general wage increase based on the employee's regular straight time hourly rate.
- B. Employees in the bargaining unit employed more than 2 years will receive an additional two-step increase provided they had not previously received a 2nd year anniversary (two-step) increase or they have not been promoted to a position more than one pay grade higher with less than three (3) years of service. Employees with less than two (2) years of service will receive a two-step increase as outline in Section 27.10 of this article.
- C. For FY 2020/2021 and FY 2021/2022, bargaining unit employees shall receive the following, effective the first full pay period in October of 2020 and 2021:
1. A general was increase, if any, which shall be the same as that given to City employees not in a bargaining unit.
- D. Full-time, non-probationary employees shall be entitled to merit step increases as set forth in Section 27.2 of this Article.
- 27.2 Prior to October 1st each year of the contract, the City will evaluate each full-time regular non-probationary employee in the bargaining unit per City policy. Under the current policy, each such employee will be evaluated on general performance and technical performance criteria. The general performance criteria will be the same for all employees; the technical performance criteria will vary according to the requirements of each job classification. A sample of the Employee

Performance Evaluation Report, including general and technical performance criteria for one job classification, is attached as Addendum A. Any of the general or technical criteria on the Employee Performance Evaluation Report may be modified by the City at the City's discretion without further bargaining over either the modification or the impact, provided that if there are any such modifications, a copy of the modification and its effective date will be supplied to the Union. Each of the ten general criteria is worth 5 points. The ten technical criteria for each job have been divided into two groups. Group A includes the 4 most important technical criteria for each job and are each worth 10 points. Group B includes the 6 technical criteria of each job that are considered to have lesser importance and are worth 5 points each. The total point value is 120.

Full-time non-probationary employees scoring 70 to 77 points will receive a one-step increase; those scoring 78 to 89 points will receive a two-step increase; those scoring 90 to 97 will receive a three-step increase; those scoring 98 to 109 will receive a four-step increase; and those receiving 110 and above will receive a five-step increase. Merit step increases will be effective the first full pay period in October each year.

- 27.3 No employee, as a result of an automatic step increase, a merit increase, educational supplement, or steps for licenses or certifications as defined by this article will exceed Step 40 of the employee's pay grade.
- 27.4 When an employee is promoted from a job classification in a lower pay grade to a job classification in a higher pay grade, on the date of promotion the employee will be compensated as follows:
- (a) An employee promoted to a higher pay grade on or after October 1, 2015 will first be slotted into the new pay grade. The employee's salary will then be rounded up or down to the nearest step in the pay grade. The employee's salary will then be adjusted four full steps above where the employee had been placed as a result of rounding. The intent of

this paragraph is that an employee will receive between a three-and-one-half and four-and-one-half step increase upon promotion.

- (b) As an alternative to paragraph A above, the employee will receive the minimum of the employee's new pay grade, provided that the minimum of the new pay grade is at least three-and one-half steps (3.5%) higher than the employee's pay prior to promotion.
- (c) The employee will become eligible for a four-step increase on the first anniversary date of promotion provided the employee is still in the same classification on his anniversary date.
- (d) An employee promoted to a higher classification on or after July 1st under paragraph B above will not be eligible for a merit increase (if offered) effective the first full pay period in October in the year of promotion. However, an employee promoted only to the next higher pay grade on or after July 1st under paragraph A above will be eligible for a maximum of a two-step merit increase effective the first full pay period in October or upon satisfactory completion of the trial period, whichever is later.

27.5 The revised pay grade, step summary and the job classifications in each pay grade, are attached as Addendum B. The revised Addendum B includes changes to the pay grade for the following positions: Streets & Grounds Worker, Utility Worker, Utility Technician, and Equipment Operator (Utilities).

27.6 Any water or sewer plant operator receiving a higher State Certificate (*i.e.*, C, B or A) will receive a two-step increase. This will be done only if the employee is not promoted at the time he receives his certificate.

27.7 Any Transmission and Distribution, Wastewater Collection System, or Meter Maintenance employee receiving a Class C or higher Water Distribution System Operator License will receive a two-step increase.

27.8 An education supplement as hereinafter set forth will be given to all employees who on or after October 1, 2004, attain advanced degrees as follows:

- (a) AA (2 year) degree from accredited college 3 steps
- (b) BA/BS (4 year) degree from accredited college 3 steps
(6 steps if AA degree not attained)

The employee's placement in the pay range will be adjusted based on the above schedule, provided that no employee can exceed the rate for Step 40 of the employee's pay grade. It is the obligation of the employee to advise the City of any degree(s) that will entitle the employee to the supplement and to provide a copy of the degree and other requested documentation. The supplement will be effective the beginning of the payroll period following notification by the employee that he/she is entitled to the supplement, subject to supplying requested supporting documentation by the employee and verification by the City.

27.9 All full-time regular bargaining unit employees hired on or after October 1, 2004 will receive a three-step increase on the first anniversary date of hire, provided the employee has been continuously and is currently in the same job classification on the anniversary date.

27.10 All full-time regular bargaining unit employees hired on or after October 1, 2017 will receive a two-step increase on the second anniversary date of hire, provided the employee has been continuously and is currently in the same job classification on the anniversary date.

27.11 The following shall apply when employees are required or requested to work a split or second shift in any seven (7) day work period:

- 1. No employee shall be required to work a second or split shift that begins less than eight (8) hours after the completion of the employee's previous shift absent emergency circumstances as determined by the City;
- 2. Absent emergency circumstances, if an employee is required to work a second or split shift that begins less than twelve (12) hours after the completion of the

employee's previous shift the first three (3) hours of the split or second shift shall be paid at time and one half of the employee's regular rate of pay.

The Division Supervisor will determine the next day's starting time for employees assigned to split or second shift crews.

27.12 An employee whose job description requires that the employee hold a CDL will be reimbursed the cost of the CDL only upon timely presentation of proof of payment to the supervisor who must then submit the proof to the Human Resources Division.

27.13 Qualified bargaining unit employees in the Transmission & Distribution or Wastewater Collection Division will be offered on-call pay at the rate of \$70.00 per week plus mileage from their residence to the Public Works facility via the most direct or commonly traveled route when called in after hours. Mileage will be reimbursed according to the City's Travel and Expense Reimbursement Policies and Procedures. Employees on call must ensure residency information is accurately on file with the City's Human Resources Division. The City will establish a reasonable rotation and reserves the right to mandate employee participation.

ARTICLE 28

DRUG AND ALCOHOL TESTING

- 28.1 The City will require employees who are required to have a commercial driver's license as a condition of employment to be tested for the illegal use of alcohol and the use of controlled substances under the conditions set forth in 49 Code of Federal Regulations, Parts 382, *et. seq.*
- 28.2 Employees in the bargaining unit will be subject to the City's Drug-Free Workplace Policy, which is attached to this Agreement as Addendum C.
- 28.3 Any employee that leaves the scene of an accident or fails to report an injury or accident shall be treated as having refused testing as outlined in the City's Drug-Free Workplace Policy.

ARTICLE 29

DURATION

- 29.1 This Agreement will be in full force and effect from October 1, 2019 through September 30, 2022
- 29.2 During the fiscal year beginning October 1, 2019, the City and the Union agree to have labor/management meetings to discuss matters of mutual concern, including potential revisions to employee evaluation process set forth in Article 27.
- 29.3 Either party may notify the other in writing between March 1, 2022 and April 30, 2022 of its desire to modify or terminate the Agreement effective September 30, 2022. If notice is not given by May 1, 2022 of the intent to modify or terminate, the contract will automatically renew for successive one-year periods until written notice to modify or terminate is given by either party by May 1st of a succeeding year.

CITY OF ST. AUGUSTINE

FLORIDA CARPENTERS REGIONAL COUNCIL,
LOCAL 2038

By: _____
John P. Regan P.E., City Manager

By: Jason H. Weitzel
Jason Weitzel, Council Representative

O. Dayle Johns
O. Dayle Johns, Union Steward

Anthony Esposito
Anthony Esposito, Union Steward

Date: _____

Date: 09/06/2019

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

CITY OF ST. AUGUSTINE

RATIFIED BY CITY COMMISSION:

Darlene Galambos

Date

ADDENDUM A
EXAMPLE

EMPLOYEE PERFORMANCE EVALUATION REPORT

EMPLOYEE INFORMATION

NAME OF EMPLOYEE: John Doe DEPARTMENT: Public Works
JOB TITLE: Equipment Operator III DIVISION: Solid Waste
EMPLOYEE NUMBER: XXX LAST EVALUATION: 08/31/2019
PERIOD OF REPORT FROM: 9/1/2019 TO: 8/31/2020
REASON FOR REPORT: Annual

1. GENERAL PERFORMANCE EVALUATION (up to 5 Points Each)

A. QUANTITY OF WORK

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Produces an acceptable volume of work.

Comments:

B. QUALITY OF WORK

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Produces an acceptable grade of work.

Comments:

C. TIMELINESS OF WORK

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Completes work assignments on or ahead of schedule.

Comments:

D. SAFETY/APPEARANCE/NEATNESS

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Observes safety and health standards, good personal appearance and organized work area.

Comments:

E. INITIATIVE

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Performs assigned jobs in a self-confident, eager manner without detailed instructions.

Comments:

F. ATTITUDE

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Shows interest, enthusiasm and cooperation, demonstrates dedication and loyalty to the organization.

Comments:

G. ADAPTABILITY

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Learns new duties and adjusts to new situations and changes.

Comments:

H. COMMUNICATION

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Effectively presents facts and ideas both orally and in writing, keeps his or her superiors and others informed of pertinent matters.

Comments:

I. RELATIONSHIPS WITH OTHERS

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Effectively works and deals with others, including co-workers, superiors and customers.

Comments:

J. PUNCTUALITY

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Includes the observation of working hours.

Comments:

2.A. PRIMARY TECHNICAL EVALUATION

(Up to 5 Points Each)

1. DRIVES FRONT-END LOADER

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Drives front-loading refuse trucks on commercial routes emptying dumpsters, drives cardboard recycling truck, and drives yard debris crawl-truck.

2. VEHICLE DEFECTS & REPAIRS STATUS

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Reports all vehicle defects to the appropriate Fleet Operations personnel. Follows up with Solid Waste Division Supervisor or Foreman on the status of repairs or uncorrected conditions.

3. PRE-TRIP INSPECTION & DAILY MAINTENANCE

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Responsible for daily pre-trip inspection and performing light maintenance including, but not limited to, checking and adding fuel, water and oil, checking brakes, and checking lights. Responsible for daily truck maintenance including lubrication and cleaning/deodorizing of truck after completion of route

4. DUMPSTER INSPECTION

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Performs routine inspections of dumpsters on prescribed routes; notifies Supervisor of deteriorated, dangerous or unsanitary conditions.

2.B. SECONDARY TECHNICAL EVALUATION

(Up to 5 Points Each)

1. DUMPSTER ROUTES

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Has thorough knowledge of assigned commercial dumpster routes.

2. UNUSUAL SITUATIONS

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Reports unusual situations to Supervisor or Foreman, i.e., dumpsters blocked by vehicles, trash wedged in dumpsters, dumpsters broken or unsafe, etc.

3. REPORTS

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Fills out daily reports accurately and legibly. Ensures accuracy of daily route sheets.

4. REFUSE DISPOSAL

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Empties truck at prescribed designations in accordance with regulations.

5. TRAINING

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Assists in training of lower classification employees in use of front loader units.

6. SAFETY

☐ 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5

Responsible for safe and courteous operations of truck while in route and during dumpster operations.

3. MISCELLANEOUS EVALUATION (This section not utilized at this time).

4. EVALUATION SUMMARY

	# POINTS		# POINTS
A. SCORES			
Section 1 – General Performance	<u>0</u>		<u>0</u>
Section 2A – Primary Technical Performance	<u>0</u>	x 2	<u>0</u>
Section 2B – Secondary Technical Performance	<u>0</u>		<u>0</u>
Gross Total Score			<u>0</u>
Department Manager/City Manager Evaluation (May add or subtract up to 5 points)			<u> </u>
Net Total Score			<u> </u>

B. OVERALL EVALUATION

Describe the results achieved by the employee compared with the results expected. Consider the individual's strengths as well as his/her areas of need. (Use additional page is needed.)

Comments:

C. DEVELOPMENT GUIDE

Indicate development needs and recommended specific development actions which you believe will help the employee improve his/her performance or prepare him/her for greater responsibility beyond the present job. (Use additional page if needed.)

Comments:

D. EVALUATOR'S NAME _____ TITLE _____
SIGNATURE _____ DATE _____

E. DEPARTMENT MANAGER/CITY MANAGER COMMENTS

Describe the completeness and accuracy of the Evaluator's report and indicate any additional comments relative to the Employee's performance.

SIGNATURE _____ DATE _____

5. INTERVIEW

A. PRESENTATION BY EVALUATOR

Good management practice requires that the evaluator discuss with the employee his/her strong points as well as the areas requiring improvements. The interview process is intended for the evaluator to apprise the employee of the results of the evaluation, items for improvement, goals, procedures for making improvements and achieving goals. etc.

Discussion: _____

SIGNATURE OF EVALUATOR _____ DATE _____

B. COMMENTS BY EMPLOYEE

The employee should review the above discussion by the Evaluator, and he/she is entitled to offer comments relating to the performance evaluations.

Discussion: _____

SIGNATURE OF EMPLOYEE _____ DATE _____

NOTE: Signature of employee does not constitute agreement with the evaluations rather it confirms that the interview was conducted and the employee was allowed to read all comments.

ADDENDUM B

DESCRIPTION	STEP/LEV	HOURLY RATE	ANNUAL SALARY
	Laborer		
MUN GRADE 7	0	13.6321 \$	28,354.77
MUN GRADE 7	1	13.6321 \$	28,354.77
MUN GRADE 7	2	13.7684 \$	28,638.32
MUN GRADE 7	3	13.9061 \$	28,924.70
MUN GRADE 7	4	14.0451 \$	29,213.95
MUN GRADE 7	5	14.1856 \$	29,506.09
MUN GRADE 7	6	14.3274 \$	29,801.15
MUN GRADE 7	7	14.4707 \$	30,099.16
MUN GRADE 7	8	14.6154 \$	30,400.15
MUN GRADE 7	9	14.7616 \$	30,704.15
MUN GRADE 7	10	14.9092 \$	31,011.19
MUN GRADE 7	11	15.0583 \$	31,321.31
MUN GRADE 7	12	15.2089 \$	31,634.52
MUN GRADE 7	13	15.3610 \$	31,950.86
MUN GRADE 7	14	15.5146 \$	32,270.37
MUN GRADE 7	15	15.6697 \$	32,593.08
MUN GRADE 7	16	15.8264 \$	32,919.01
MUN GRADE 7	17	15.9847 \$	33,248.20
MUN GRADE 7	18	16.1445 \$	33,580.68
MUN GRADE 7	19	16.3060 \$	33,916.49
MUN GRADE 7	20	16.4690 \$	34,255.65
MUN GRADE 7	21	16.6337 \$	34,598.21
MUN GRADE 7	22	16.8001 \$	34,944.19
MUN GRADE 7	23	16.9681 \$	35,293.63
MUN GRADE 7	24	17.1377 \$	35,646.57
MUN GRADE 7	25	17.3091 \$	36,003.03
MUN GRADE 7	26	17.4822 \$	36,363.06
MUN GRADE 7	27	17.6570 \$	36,726.70
MUN GRADE 7	28	17.8336 \$	37,093.96
MUN GRADE 7	29	18.0119 \$	37,464.90
MUN GRADE 7	30	18.1921 \$	37,839.55
MUN GRADE 7	31	18.3740 \$	38,217.95
MUN GRADE 7	32	18.5577 \$	38,600.13
MUN GRADE 7	33	18.7433 \$	38,986.13
MUN GRADE 7	34	18.9307 \$	39,375.99
MUN GRADE 7	35	19.1200 \$	39,769.75
MUN GRADE 7	36	19.3112 \$	40,167.45
MUN GRADE 7	37	19.5043 \$	40,569.12
MUN GRADE 7	38	19.6994 \$	40,974.81
MUN GRADE 7	39	19.8964 \$	41,384.56
MUN GRADE 7	40	20.0953 \$	41,798.41

ADDENDUM B

DESCRIPTION	STEP/LEV	HOURLY RATE	ANNUAL SALARY
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Solid Waste & Sanitation Worker

MUN GRADE 8	0	14.0370	\$ 29,196.95
MUN GRADE 8	1	14.0370	\$ 29,196.95
MUN GRADE 8	2	14.1774	\$ 29,488.92
MUN GRADE 8	3	14.3191	\$ 29,783.82
MUN GRADE 8	4	14.4624	\$ 30,081.63
MUN GRADE 8	5	14.6070	\$ 30,382.49
MUN GRADE 8	6	14.7530	\$ 30,686.29
MUN GRADE 8	7	14.9005	\$ 30,993.16
MUN GRADE 8	8	15.0495	\$ 31,303.09
MUN GRADE 8	9	15.2000	\$ 31,616.13
MUN GRADE 8	10	15.3521	\$ 31,932.29
MUN GRADE 8	11	15.5056	\$ 32,251.61
MUN GRADE 8	12	15.6606	\$ 32,574.11
MUN GRADE 8	13	15.8173	\$ 32,899.87
MUN GRADE 8	14	15.9754	\$ 33,228.86
MUN GRADE 8	15	16.1351	\$ 33,561.15
MUN GRADE 8	16	16.2965	\$ 33,896.77
MUN GRADE 8	17	16.4595	\$ 34,235.72
MUN GRADE 8	18	16.6241	\$ 34,578.09
MUN GRADE 8	19	16.7904	\$ 34,923.88
MUN GRADE 8	20	16.9583	\$ 35,273.10
MUN GRADE 8	21	17.1278	\$ 35,625.84
MUN GRADE 8	22	17.2991	\$ 35,982.11
MUN GRADE 8	23	17.4721	\$ 36,341.91
MUN GRADE 8	24	17.6468	\$ 36,705.34
MUN GRADE 8	25	17.8233	\$ 37,072.39
MUN GRADE 8	26	18.0015	\$ 37,443.12
MUN GRADE 8	27	18.1815	\$ 37,817.53
MUN GRADE 8	28	18.3634	\$ 38,195.70
MUN GRADE 8	29	18.5470	\$ 38,577.67
MUN GRADE 8	30	18.7324	\$ 38,963.43
MUN GRADE 8	31	18.9198	\$ 39,353.09
MUN GRADE 8	32	19.1090	\$ 39,746.60
MUN GRADE 8	33	19.3000	\$ 40,144.07
MUN GRADE 8	34	19.4930	\$ 40,545.54
MUN GRADE 8	35	19.6880	\$ 40,950.99
MUN GRADE 8	36	19.8849	\$ 41,360.47
MUN GRADE 8	37	20.0838	\$ 41,774.09
MUN GRADE 8	38	20.2845	\$ 42,191.81
MUN GRADE 8	39	20.4874	\$ 42,613.74
MUN GRADE 8	40	20.6923	\$ 43,039.88

ADDENDUM B**DESCRIPTION****STEP/LEV HOURLY RATE ANNUAL SALARY**

Solid Waste & Sanitation Worker II, Utility Worker, Streets & Grounds
Worker, Stormwater Worker

MUN GRADE 9	0	14.7445	\$	30,668.51
MUN GRADE 9	1	14.7445	\$	30,668.51
MUN GRADE 9	2	14.8919	\$	30,975.19
MUN GRADE 9	3	15.0408	\$	31,284.95
MUN GRADE 9	4	15.1913	\$	31,597.80
MUN GRADE 9	5	15.3432	\$	31,913.77
MUN GRADE 9	6	15.4966	\$	32,232.91
MUN GRADE 9	7	15.6516	\$	32,555.24
MUN GRADE 9	8	15.8081	\$	32,880.79
MUN GRADE 9	9	15.9662	\$	33,209.60
MUN GRADE 9	10	16.1258	\$	33,541.70
MUN GRADE 9	11	16.2871	\$	33,877.11
MUN GRADE 9	12	16.4500	\$	34,215.88
MUN GRADE 9	13	16.6145	\$	34,558.04
MUN GRADE 9	14	16.7806	\$	34,903.62
MUN GRADE 9	15	16.9484	\$	35,252.66
MUN GRADE 9	16	17.1179	\$	35,605.19
MUN GRADE 9	17	17.2891	\$	35,961.24
MUN GRADE 9	18	17.4620	\$	36,320.85
MUN GRADE 9	19	17.6366	\$	36,684.06
MUN GRADE 9	20	17.8129	\$	37,050.90
MUN GRADE 9	21	17.9911	\$	37,421.41
MUN GRADE 9	22	18.1710	\$	37,795.62
MUN GRADE 9	23	18.3527	\$	38,173.58
MUN GRADE 9	24	18.5362	\$	38,555.31
MUN GRADE 9	25	18.7216	\$	38,940.87
MUN GRADE 9	26	18.9088	\$	39,330.28
MUN GRADE 9	27	19.0979	\$	39,723.58
MUN GRADE 9	28	19.2889	\$	40,120.82
MUN GRADE 9	29	19.4818	\$	40,522.02
MUN GRADE 9	30	19.6766	\$	40,927.24
MUN GRADE 9	31	19.8733	\$	41,336.52
MUN GRADE 9	32	20.0721	\$	41,749.88
MUN GRADE 9	33	20.2728	\$	42,167.38
MUN GRADE 9	34	20.4755	\$	42,589.05
MUN GRADE 9	35	20.6803	\$	43,014.94
MUN GRADE 9	36	20.8871	\$	43,445.09
MUN GRADE 9	37	21.0959	\$	43,879.54
MUN GRADE 9	38	21.3069	\$	44,318.34
MUN GRADE 9	39	21.5200	\$	44,761.52
MUN GRADE 9	40	21.7352	\$	45,209.14

ADDENDUM B**DESCRIPTION****STEP/LEV HOURLY RATE ANNUAL SALARY**

Pipe Layer, Solid Waste & Sanitation Tech, Sign & Pavement Tech, Equipment
Operator I

MUN GRADE 10	0	15.3342	\$	31,579.41
MUN GRADE 10	1	15.3342	\$	31,579.41
MUN GRADE 10	2	15.4876	\$	31,895.20
MUN GRADE 10	3	15.6424	\$	32,214.16
MUN GRADE 10	4	15.7989	\$	32,536.30
MUN GRADE 10	5	15.9569	\$	32,861.66
MUN GRADE 10	6	16.1164	\$	33,190.28
MUN GRADE 10	7	16.2776	\$	33,522.18
MUN GRADE 10	8	16.4404	\$	33,857.40
MUN GRADE 10	9	16.6048	\$	34,195.98
MUN GRADE 10	10	16.7708	\$	34,537.94
MUN GRADE 10	11	16.9385	\$	34,883.31
MUN GRADE 10	12	17.1079	\$	35,232.15
MUN GRADE 10	13	17.2790	\$	35,584.47
MUN GRADE 10	14	17.4518	\$	35,940.31
MUN GRADE 10	15	17.6263	\$	36,299.72
MUN GRADE 10	16	17.8026	\$	36,662.71
MUN GRADE 10	17	17.9806	\$	37,029.34
MUN GRADE 10	18	18.1604	\$	37,399.64
MUN GRADE 10	19	18.3420	\$	37,773.63
MUN GRADE 10	20	18.5254	\$	38,151.37
MUN GRADE 10	21	18.7107	\$	38,532.88
MUN GRADE 10	22	18.8978	\$	38,918.21
MUN GRADE 10	23	19.0868	\$	39,307.39
MUN GRADE 10	24	19.2776	\$	39,700.47
MUN GRADE 10	25	19.4704	\$	40,097.47
MUN GRADE 10	26	19.6651	\$	40,498.45
MUN GRADE 10	27	19.8618	\$	40,903.43
MUN GRADE 10	28	20.0604	\$	41,312.46
MUN GRADE 10	29	20.2610	\$	41,725.59
MUN GRADE 10	30	20.4636	\$	42,142.85
MUN GRADE 10	31	20.6682	\$	42,564.27
MUN GRADE 10	32	20.8749	\$	42,989.92
MUN GRADE 10	33	21.0836	\$	43,419.82
MUN GRADE 10	34	21.2945	\$	43,854.01
MUN GRADE 10	35	21.5074	\$	44,292.55
MUN GRADE 10	36	21.7225	\$	44,735.48
MUN GRADE 10	37	21.9397	\$	45,182.83
MUN GRADE 10	38	22.1591	\$	45,634.66
MUN GRADE 10	39	22.3807	\$	46,091.01
MUN GRADE 10	40	22.6045	\$	46,551.92

ADDENDUM B

DESCRIPTION	STEP/LEV	HOURLY RATE	ANNUAL SALARY
Equipment Operator II, Utility Technician			
MUN GRADE 11	0	15.9477 \$	33,171.04
MUN GRADE 11	1	15.9477 \$	33,171.04
MUN GRADE 11	2	16.1072 \$	33,502.75
MUN GRADE 11	3	16.2682 \$	33,837.77
MUN GRADE 11	4	16.4309 \$	34,176.15
MUN GRADE 11	5	16.5952 \$	34,517.91
MUN GRADE 11	6	16.7612 \$	34,863.09
MUN GRADE 11	7	16.9288 \$	35,211.72
MUN GRADE 11	8	17.0981 \$	35,563.84
MUN GRADE 11	9	17.2691 \$	35,919.48
MUN GRADE 11	10	17.4418 \$	36,278.67
MUN GRADE 11	11	17.6162 \$	36,641.46
MUN GRADE 11	12	17.7923 \$	37,007.88
MUN GRADE 11	13	17.9703 \$	37,377.95
MUN GRADE 11	14	18.1500 \$	37,751.73
MUN GRADE 11	15	18.3315 \$	38,129.25
MUN GRADE 11	16	18.5148 \$	38,510.54
MUN GRADE 11	17	18.6999 \$	38,895.65
MUN GRADE 11	18	18.8869 \$	39,284.61
MUN GRADE 11	19	19.0758 \$	39,677.45
MUN GRADE 11	20	19.2666 \$	40,074.23
MUN GRADE 11	21	19.4592 \$	40,474.97
MUN GRADE 11	22	19.6538 \$	40,879.72
MUN GRADE 11	23	19.8504 \$	41,288.51
MUN GRADE 11	24	20.0489 \$	41,701.40
MUN GRADE 11	25	20.2493 \$	42,118.41
MUN GRADE 11	26	20.4518 \$	42,539.60
MUN GRADE 11	27	20.6564 \$	42,964.99
MUN GRADE 11	28	20.8629 \$	43,394.64
MUN GRADE 11	29	21.0715 \$	43,828.59
MUN GRADE 11	30	21.2823 \$	44,266.88
MUN GRADE 11	31	21.4951 \$	44,709.55
MUN GRADE 11	32	21.7100 \$	45,156.64
MUN GRADE 11	33	21.9271 \$	45,608.21
MUN GRADE 11	34	22.1464 \$	46,064.29
MUN GRADE 11	35	22.3679 \$	46,524.93
MUN GRADE 11	36	22.5916 \$	46,990.18
MUN GRADE 11	37	22.8175 \$	47,460.08
MUN GRADE 11	38	23.0456 \$	47,934.68
MUN GRADE 11	39	23.2761 \$	48,414.03
MUN GRADE 11	40	23.5089 \$	48,898.17

ADDENDUM B

DESCRIPTION	STEP/LEV	HOURLY RATE	ANNUAL SALARY
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Equipment Operator III, Grounds Maintenance Technician, Foreman I, General
Maintenance, Utility Locate Technician, Maintenance Technician

MUN GRADE 12	0	16.5855	\$ 34,497.87
MUN GRADE 12	1	16.5855	\$ 34,497.87
MUN GRADE 12	2	16.7514	\$ 34,842.85
MUN GRADE 12	3	16.9189	\$ 35,191.28
MUN GRADE 12	4	17.0881	\$ 35,543.19
MUN GRADE 12	5	17.2590	\$ 35,898.63
MUN GRADE 12	6	17.4315	\$ 36,257.61
MUN GRADE 12	7	17.6059	\$ 36,620.19
MUN GRADE 12	8	17.7819	\$ 36,986.39
MUN GRADE 12	9	17.9597	\$ 37,356.25
MUN GRADE 12	10	18.1393	\$ 37,729.82
MUN GRADE 12	11	18.3207	\$ 38,107.11
MUN GRADE 12	12	18.5039	\$ 38,488.19
MUN GRADE 12	13	18.6890	\$ 38,873.07
MUN GRADE 12	14	18.8759	\$ 39,261.80
MUN GRADE 12	15	19.0646	\$ 39,654.42
MUN GRADE 12	16	19.2553	\$ 40,050.96
MUN GRADE 12	17	19.4478	\$ 40,451.47
MUN GRADE 12	18	19.6423	\$ 40,855.98
MUN GRADE 12	19	19.8387	\$ 41,264.54
MUN GRADE 12	20	20.0371	\$ 41,677.19
MUN GRADE 12	21	20.2375	\$ 42,093.96
MUN GRADE 12	22	20.4399	\$ 42,514.90
MUN GRADE 12	23	20.6443	\$ 42,940.05
MUN GRADE 12	24	20.8507	\$ 43,369.45
MUN GRADE 12	25	21.0592	\$ 43,803.14
MUN GRADE 12	26	21.2698	\$ 44,241.18
MUN GRADE 12	27	21.4825	\$ 44,683.59
MUN GRADE 12	28	21.6973	\$ 45,130.42
MUN GRADE 12	29	21.9143	\$ 45,581.73
MUN GRADE 12	30	22.1334	\$ 46,037.55
MUN GRADE 12	31	22.3548	\$ 46,497.92
MUN GRADE 12	32	22.5783	\$ 46,962.90
MUN GRADE 12	33	22.8041	\$ 47,432.53
MUN GRADE 12	34	23.0321	\$ 47,906.85
MUN GRADE 12	35	23.2625	\$ 48,385.92
MUN GRADE 12	36	23.4951	\$ 48,869.78
MUN GRADE 12	37	23.7300	\$ 49,358.48
MUN GRADE 12	38	23.9673	\$ 49,852.06
MUN GRADE 12	39	24.2070	\$ 50,350.59
MUN GRADE 12	40	24.4491	\$ 50,854.09

ADDENDUM B**DESCRIPTION****STEP/LEV HOURLY RATE ANNUAL SALARY**

Mason, Operator I Trainee - WTP & WWTP

MUN GRADE 13	0	17.2489	\$	35,877.79
MUN GRADE 13	1	17.2489	\$	35,877.79
MUN GRADE 13	2	17.4214	\$	36,236.56
MUN GRADE 13	3	17.5956	\$	36,598.93
MUN GRADE 13	4	17.7715	\$	36,964.92
MUN GRADE 13	5	17.9493	\$	37,334.57
MUN GRADE 13	6	18.1287	\$	37,707.91
MUN GRADE 13	7	18.3100	\$	38,084.99
MUN GRADE 13	8	18.4931	\$	38,465.84
MUN GRADE 13	9	18.6781	\$	38,850.50
MUN GRADE 13	10	18.8648	\$	39,239.01
MUN GRADE 13	11	19.0535	\$	39,631.40
MUN GRADE 13	12	19.2440	\$	40,027.71
MUN GRADE 13	13	19.4365	\$	40,427.99
MUN GRADE 13	14	19.6308	\$	40,832.27
MUN GRADE 13	15	19.8271	\$	41,240.59
MUN GRADE 13	16	20.0254	\$	41,653.00
MUN GRADE 13	17	20.2257	\$	42,069.53
MUN GRADE 13	18	20.4279	\$	42,490.22
MUN GRADE 13	19	20.6322	\$	42,915.12
MUN GRADE 13	20	20.8385	\$	43,344.27
MUN GRADE 13	21	21.0469	\$	43,777.72
MUN GRADE 13	22	21.2574	\$	44,215.49
MUN GRADE 13	23	21.4700	\$	44,657.65
MUN GRADE 13	24	21.6847	\$	45,104.23
MUN GRADE 13	25	21.9015	\$	45,555.27
MUN GRADE 13	26	22.1205	\$	46,010.82
MUN GRADE 13	27	22.3417	\$	46,470.93
MUN GRADE 13	28	22.5651	\$	46,935.64
MUN GRADE 13	29	22.7908	\$	47,404.99
MUN GRADE 13	30	23.0187	\$	47,879.04
MUN GRADE 13	31	23.2489	\$	48,357.83
MUN GRADE 13	32	23.4814	\$	48,841.41
MUN GRADE 13	33	23.7162	\$	49,329.83
MUN GRADE 13	34	23.9534	\$	49,823.13
MUN GRADE 13	35	24.1929	\$	50,321.36
MUN GRADE 13	36	24.4348	\$	50,824.57
MUN GRADE 13	37	24.6792	\$	51,332.82
MUN GRADE 13	38	24.9260	\$	51,846.14
MUN GRADE 13	39	25.1752	\$	52,364.61
MUN GRADE 13	40	25.4270	\$	52,888.25

ADDENDUM B**DESCRIPTION****STEP/LEV HOURLY RATE ANNUAL SALARY**

Automotive Mechanic I

MUN GRADE 14	0	17.9389	\$	37,312.90
MUN GRADE 14	1	17.9389	\$	37,312.90
MUN GRADE 14	2	18.1183	\$	37,686.00
MUN GRADE 14	3	18.2995	\$	38,062.88
MUN GRADE 14	4	18.4825	\$	38,443.49
MUN GRADE 14	5	18.6673	\$	38,827.95
MUN GRADE 14	6	18.8540	\$	39,216.24
MUN GRADE 14	7	19.0425	\$	39,608.41
MUN GRADE 14	8	19.2329	\$	40,004.49
MUN GRADE 14	9	19.4253	\$	40,404.51
MUN GRADE 14	10	19.6195	\$	40,808.55
MUN GRADE 14	11	19.8158	\$	41,216.65
MUN GRADE 14	12	20.0139	\$	41,628.81
MUN GRADE 14	13	20.2140	\$	42,045.10
MUN GRADE 14	14	20.4161	\$	42,465.56
MUN GRADE 14	15	20.6203	\$	42,890.21
MUN GRADE 14	16	20.8265	\$	43,319.12
MUN GRADE 14	17	21.0348	\$	43,752.29
MUN GRADE 14	18	21.2451	\$	44,189.83
MUN GRADE 14	19	21.4576	\$	44,631.74
MUN GRADE 14	20	21.6721	\$	45,078.04
MUN GRADE 14	21	21.8889	\$	45,528.82
MUN GRADE 14	22	22.1078	\$	45,984.11
MUN GRADE 14	23	22.3289	\$	46,443.96
MUN GRADE 14	24	22.5521	\$	46,908.39
MUN GRADE 14	25	22.7776	\$	47,377.47
MUN GRADE 14	26	23.0054	\$	47,851.25
MUN GRADE 14	27	23.2355	\$	48,329.75
MUN GRADE 14	28	23.4679	\$	48,813.06
MUN GRADE 14	29	23.7025	\$	49,301.21
MUN GRADE 14	30	23.9395	\$	49,794.18
MUN GRADE 14	31	24.1789	\$	50,292.16
MUN GRADE 14	32	24.4208	\$	50,795.08
MUN GRADE 14	33	24.6649	\$	51,303.03
MUN GRADE 14	34	24.9116	\$	51,816.06
MUN GRADE 14	35	25.1606	\$	52,334.22
MUN GRADE 14	36	25.4123	\$	52,857.55
MUN GRADE 14	37	25.6664	\$	53,386.15
MUN GRADE 14	38	25.9231	\$	53,919.97
MUN GRADE 14	39	26.1823	\$	54,459.21
MUN GRADE 14	40	26.4441	\$	55,003.80

ADDENDUM B**DESCRIPTION STEP/LEV HOURLY RATE ANNUAL SALARY**

Automotive Mechanic II, Operator I -WTP & WWTP, Foreman II, Meter
Technician

MUN GRADE 15	0	18.6565	\$	38,805.43
MUN GRADE 15	1	18.6565	\$	38,805.43
MUN GRADE 15	2	18.8430	\$	39,193.47
MUN GRADE 15	3	19.0314	\$	39,585.39
MUN GRADE 15	4	19.2218	\$	39,981.24
MUN GRADE 15	5	19.4140	\$	40,381.06
MUN GRADE 15	6	19.6081	\$	40,784.90
MUN GRADE 15	7	19.8043	\$	41,192.75
MUN GRADE 15	8	20.0023	\$	41,604.64
MUN GRADE 15	9	20.2023	\$	42,020.72
MUN GRADE 15	10	20.4043	\$	42,440.89
MUN GRADE 15	11	20.6084	\$	42,865.32
MUN GRADE 15	12	20.8144	\$	43,293.96
MUN GRADE 15	13	21.0225	\$	43,726.92
MUN GRADE 15	14	21.2328	\$	44,164.17
MUN GRADE 15	15	21.4451	\$	44,605.82
MUN GRADE 15	16	21.6595	\$	45,051.89
MUN GRADE 15	17	21.8761	\$	45,502.41
MUN GRADE 15	18	22.0949	\$	45,957.42
MUN GRADE 15	19	22.3159	\$	46,416.99
MUN GRADE 15	20	22.5390	\$	46,881.16
MUN GRADE 15	21	22.7644	\$	47,349.99
MUN GRADE 15	22	22.9921	\$	47,823.49
MUN GRADE 15	23	23.2220	\$	48,301.70
MUN GRADE 15	24	23.4543	\$	48,784.72
MUN GRADE 15	25	23.6888	\$	49,272.56
MUN GRADE 15	26	23.9256	\$	49,765.30
MUN GRADE 15	27	24.1649	\$	50,262.98
MUN GRADE 15	28	24.4065	\$	50,765.59
MUN GRADE 15	29	24.6506	\$	51,273.24
MUN GRADE 15	30	24.8971	\$	51,785.96
MUN GRADE 15	31	25.1461	\$	52,303.82
MUN GRADE 15	32	25.3975	\$	52,826.84
MUN GRADE 15	33	25.6515	\$	53,355.14
MUN GRADE 15	34	25.9080	\$	53,888.69
MUN GRADE 15	35	26.1671	\$	54,427.59
MUN GRADE 15	36	26.4288	\$	54,971.86
MUN GRADE 15	37	26.6930	\$	55,521.57
MUN GRADE 15	38	26.9600	\$	56,076.79
MUN GRADE 15	39	27.2296	\$	56,637.57
MUN GRADE 15	40	27.5019	\$	57,203.95

ADDENDUM B**DESCRIPTION****STEP/LEV HOURLY RATE ANNUAL SALARY**

Automotive Mechanic III, Line Foreman,

MUN GRADE 16	0	19.4028	\$	40,357.62
MUN GRADE 16	1	19.4028	\$	40,357.62
MUN GRADE 16	2	19.5968	\$	40,761.18
MUN GRADE 16	3	19.7928	\$	41,168.80
MUN GRADE 16	4	19.9906	\$	41,580.48
MUN GRADE 16	5	20.1905	\$	41,996.29
MUN GRADE 16	6	20.3924	\$	42,416.23
MUN GRADE 16	7	20.5964	\$	42,840.41
MUN GRADE 16	8	20.8024	\$	43,268.82
MUN GRADE 16	9	21.0104	\$	43,701.52
MUN GRADE 16	10	21.2205	\$	44,138.53
MUN GRADE 16	11	21.4326	\$	44,579.91
MUN GRADE 16	12	21.6470	\$	45,025.72
MUN GRADE 16	13	21.8635	\$	45,475.98
MUN GRADE 16	14	22.0821	\$	45,930.73
MUN GRADE 16	15	22.3029	\$	46,390.03
MUN GRADE 16	16	22.5259	\$	46,853.92
MUN GRADE 16	17	22.7511	\$	47,322.45
MUN GRADE 16	18	22.9788	\$	47,795.71
MUN GRADE 16	19	23.2085	\$	48,273.64
MUN GRADE 16	20	23.4406	\$	48,756.40
MUN GRADE 16	21	23.6750	\$	49,243.94
MUN GRADE 16	22	23.9118	\$	49,736.37
MUN GRADE 16	23	24.1509	\$	50,233.75
MUN GRADE 16	24	24.3924	\$	50,736.09
MUN GRADE 16	25	24.6363	\$	51,243.47
MUN GRADE 16	26	24.8826	\$	51,755.90
MUN GRADE 16	27	25.1315	\$	52,273.46
MUN GRADE 16	28	25.3828	\$	52,796.17
MUN GRADE 16	29	25.6366	\$	53,324.15
MUN GRADE 16	30	25.8930	\$	53,857.39
MUN GRADE 16	31	26.1519	\$	54,395.97
MUN GRADE 16	32	26.4134	\$	54,939.92
MUN GRADE 16	33	26.6775	\$	55,489.29
MUN GRADE 16	34	26.9444	\$	56,044.19
MUN GRADE 16	35	27.2138	\$	56,604.64
MUN GRADE 16	36	27.4859	\$	57,170.70
MUN GRADE 16	37	27.7608	\$	57,742.43
MUN GRADE 16	38	28.0384	\$	58,319.83
MUN GRADE 16	39	28.3188	\$	58,903.03
MUN GRADE 16	40	28.6020	\$	59,492.06

ADDENDUM B**DESCRIPTION****STEP/LEV HOURLY RATE ANNUAL SALARY**

Operator II - WTP & WWTP

MUN GRADE 17	0	20.1788	\$	41,971.92
MUN GRADE 17	1	20.1788	\$	41,971.92
MUN GRADE 17	2	20.3806	\$	42,391.65
MUN GRADE 17	3	20.5844	\$	42,815.55
MUN GRADE 17	4	20.7903	\$	43,243.70
MUN GRADE 17	5	20.9981	\$	43,676.13
MUN GRADE 17	6	21.2081	\$	44,112.88
MUN GRADE 17	7	21.4203	\$	44,554.04
MUN GRADE 17	8	21.6344	\$	44,999.60
MUN GRADE 17	9	21.8508	\$	45,449.57
MUN GRADE 17	10	22.0693	\$	45,904.10
MUN GRADE 17	11	22.2900	\$	46,363.10
MUN GRADE 17	12	22.5129	\$	46,826.74
MUN GRADE 17	13	22.7380	\$	47,295.01
MUN GRADE 17	14	22.9654	\$	47,767.98
MUN GRADE 17	15	23.1950	\$	48,245.65
MUN GRADE 17	16	23.4270	\$	48,728.12
MUN GRADE 17	17	23.6613	\$	49,215.37
MUN GRADE 17	18	23.8979	\$	49,707.52
MUN GRADE 17	19	24.1369	\$	50,204.59
MUN GRADE 17	20	24.3783	\$	50,706.66
MUN GRADE 17	21	24.6220	\$	51,213.71
MUN GRADE 17	22	24.8683	\$	51,725.85
MUN GRADE 17	23	25.1169	\$	52,243.12
MUN GRADE 17	24	25.3680	\$	52,765.55
MUN GRADE 17	25	25.6218	\$	53,293.21
MUN GRADE 17	26	25.8780	\$	53,826.11
MUN GRADE 17	27	26.1368	\$	54,364.41
MUN GRADE 17	28	26.3981	\$	54,908.03
MUN GRADE 17	29	26.6621	\$	55,457.14
MUN GRADE 17	30	26.9288	\$	56,011.72
MUN GRADE 17	31	27.1980	\$	56,571.82
MUN GRADE 17	32	27.4700	\$	57,137.53
MUN GRADE 17	33	27.7446	\$	57,708.89
MUN GRADE 17	34	28.0221	\$	58,285.99
MUN GRADE 17	35	28.3024	\$	58,868.86
MUN GRADE 17	36	28.5854	\$	59,457.55
MUN GRADE 17	37	28.8713	\$	60,052.10
MUN GRADE 17	38	29.1599	\$	60,652.62
MUN GRADE 17	39	29.4515	\$	61,259.17
MUN GRADE 17	40	29.7460	\$	61,871.76

ADDENDUM B**DESCRIPTION****STEP/LEV HOURLY RATE ANNUAL SALARY**

Operator III - WTP & WWTP

MUN GRADE 18	0	20.9860	\$	43,650.78
MUN GRADE 18	1	20.9860	\$	43,650.78
MUN GRADE 18	2	21.1959	\$	44,087.33
MUN GRADE 18	3	21.4078	\$	44,528.18
MUN GRADE 18	4	21.6219	\$	44,973.48
MUN GRADE 18	5	21.8381	\$	45,423.21
MUN GRADE 18	6	22.0565	\$	45,877.44
MUN GRADE 18	7	22.2770	\$	46,336.20
MUN GRADE 18	8	22.4998	\$	46,799.57
MUN GRADE 18	9	22.7248	\$	47,267.55
MUN GRADE 18	10	22.9520	\$	47,740.24
MUN GRADE 18	11	23.1815	\$	48,217.63
MUN GRADE 18	12	23.4134	\$	48,699.82
MUN GRADE 18	13	23.6475	\$	49,186.83
MUN GRADE 18	14	23.8840	\$	49,678.67
MUN GRADE 18	15	24.1229	\$	50,175.48
MUN GRADE 18	16	24.3640	\$	50,677.22
MUN GRADE 18	17	24.6078	\$	51,184.01
MUN GRADE 18	18	24.8538	\$	51,695.82
MUN GRADE 18	19	25.1024	\$	52,212.82
MUN GRADE 18	20	25.3534	\$	52,734.93
MUN GRADE 18	21	25.6069	\$	53,262.29
MUN GRADE 18	22	25.8629	\$	53,794.89
MUN GRADE 18	23	26.1216	\$	54,332.87
MUN GRADE 18	24	26.3828	\$	54,876.16
MUN GRADE 18	25	26.6466	\$	55,424.95
MUN GRADE 18	26	26.9130	\$	55,979.17
MUN GRADE 18	27	27.1823	\$	56,538.95
MUN GRADE 18	28	27.4540	\$	57,104.39
MUN GRADE 18	29	27.7286	\$	57,675.41
MUN GRADE 18	30	28.0059	\$	58,252.19
MUN GRADE 18	31	28.2859	\$	58,834.69
MUN GRADE 18	32	28.5688	\$	59,423.05
MUN GRADE 18	33	28.8545	\$	60,017.30
MUN GRADE 18	34	29.1430	\$	60,617.45
MUN GRADE 18	35	29.4344	\$	61,223.63
MUN GRADE 18	36	29.7288	\$	61,835.86
MUN GRADE 18	37	30.0260	\$	62,454.20
MUN GRADE 18	38	30.3264	\$	63,078.77
MUN GRADE 18	39	30.6296	\$	63,709.55
MUN GRADE 18	40	30.9359	\$	64,346.65

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: September 6, 2019

RE: **SEAVIN, INC. V. CITY OF ST. AUGUSTINE – INVOICE FOR PROFESSIONAL SERVICES**

Enclosed please find Invoice No. 14-2019-8-1711 dated August 31, 2019, from Cavendish Partners, P.A. for legal services rendered in August 2019, regarding the Seavin, Inc. v. City of St. Augustine matter.

The amount currently due is **\$4,504.20**. We have reviewed the billing and submit same to you for placement on the consent agenda for the September 23, 2019 City Commission meeting.

*{ WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEY'S
FEES AND COSTS ON THIS MATTER EQUALS \$46,705.65. }*

Thank you.



Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Tim Burchfield, Assistant City Manager
John M. Cary, Assistant City Attorney
Darlene Galambos, City Clerk
Mark Litzinger, Financial Services
Meredith Breidenstein, Budget & Performance

CAVENDISH PARTNERS P.A.

200 West Forsyth Street, Suite 1610
Jacksonville, FL 32202

INVOICE

Date: 08/31/2019
Invoice #: 14-2019-8-1711
Matter: Seavin, Inc.
File #: 1711

INVOICE TOTAL AND BALANCE DUE \$4,504.20

Bill To:

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

Due Date: 09/30/2019

Please Remit Payment To:

Cavendish Partners, P.A.
200 West Forsyth Street,
Suite 1610
Jacksonville, FL 32202

**PAYMENTS RECEIVED AFTER 08/31/2019 ARE
NOT REFLECTED IN THIS BALANCE DUE INVOICE**

Ballot – Planning and Zoning Board

Please select THREE (3) candidates

September 23, 2019

- ☐ Grant Misterly
- ☐ Sarah Ryan
- ☒ Mike Davis
- ☐ Charles Pappas
- ☐ Matthew Shaffer


Commissioner Signature

☒ 1st Ballot

☐ 2nd Ballot

☐ 3rd Ballot

☐ 4th Ballot

Ballot – Planning and Zoning Board

Please select THREE (3) candidates

September 23, 2019

- ☐ Grant Misterly
- ☐ Sarah Ryan
- ☒ Mike Davis
- ☐ Charles Pappas
- ☐ Matthew Shaffer



Commissioner Signature

☐ 1st Ballot

☐ 2nd Ballot

☐ 3rd Ballot

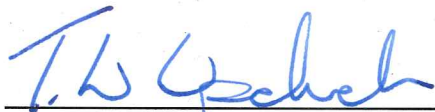
☐ 4th Ballot

Ballot – Planning and Zoning Board

Please select THREE (3) candidates

September 23, 2019

- ☐ Grant Misterly
- ☐ Sarah Ryan
- ☒ Mike Davis
- ☐ Charles Pappas
- ☐ Matthew Shaffer



Commissioner Signature

☐ 1st Ballot

☐ 2nd Ballot

☐ 3rd Ballot

☐ 4th Ballot

Ballot – Planning and Zoning Board

Please select THREE (3) candidates

September 23, 2019

- ☐ Grant Misterly
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- ☐ Matthew Shaffer



Commissioner Signature

☒ 1st Ballot

☐ 2nd Ballot

☐ 3rd Ballot

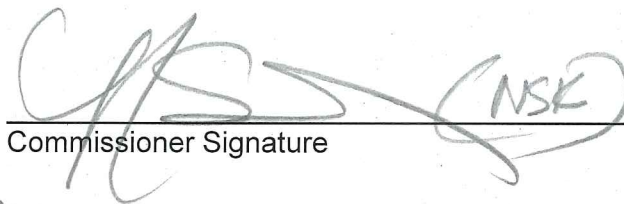
☐ 4th Ballot

Ballot – Planning and Zoning Board

Please select THREE (3) candidates

September 23, 2019

- ☐ Grant Misterly
- ☐ Sarah Ryan
- ☒ Mike Davis
- ☐ Charles Pappas
- ☐ Matthew Shaffer


Commissioner Signature

☒ 1st Ballot

☐ 2nd Ballot

☐ 3rd Ballot

☐ 4th Ballot

**PLANNING AND ZONING BOARD
(PZB)**

TALLY SHEET – 9/23/2019

Ballot 1

GRANT MISTERLY:	_____	TOTAL:	_____
SARAH RYAN:	_____	TOTAL:	_____
MIKE DAVIS:	_____	TOTAL:	_____
CHARLES PAPPAS:	_____	TOTAL:	_____
MATTHEW SHAFFER:	_____	TOTAL:	_____

Ballot 2

GRANT MISTERLY:	_____	TOTAL:	_____
SARAH RYAN:	_____	TOTAL:	_____
MIKE DAVIS:	_____	TOTAL:	_____
CHARLES PAPPAS:	_____	TOTAL:	_____
MATTHEW SHAFFER:	_____	TOTAL:	_____

Ballot 3

GRANT MISTERLY:	_____	TOTAL:	_____
SARAH RYAN:	_____	TOTAL:	_____
MIKE DAVIS:	_____	TOTAL:	_____
CHARLES PAPPAS:	_____	TOTAL:	_____
MATTHEW SHAFFER:	_____	TOTAL:	_____

Ballot 4

GRANT MISTERLY:	_____	TOTAL:	_____
SARAH RYAN:	_____	TOTAL:	_____
MIKE DAVIS:	_____	TOTAL:	_____
CHARLES PAPPAS:	_____	TOTAL:	_____
MATTHEW SHAFFER:	_____	TOTAL:	_____

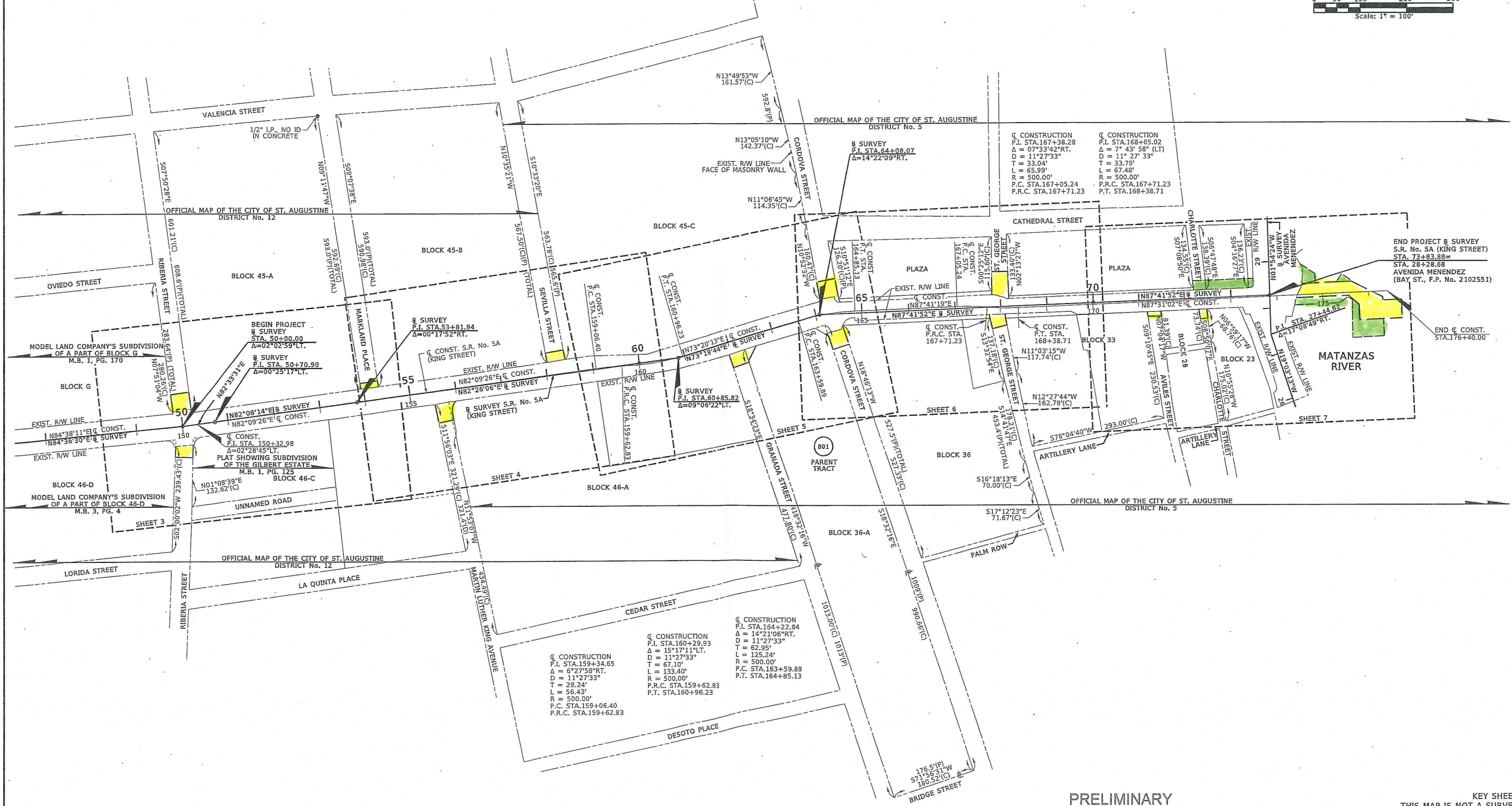
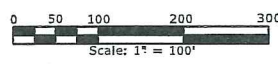
COSA
9.23.19

BJ KALAI
WEST CITY

- IP 9A2 ORD 2019-38 - THE SELLING OF HEMP ORDINANCE
ON THIS AGENDA BEFORE DISCUSSION AT P2B OCT. 1 MEETING
PUTS CART BEFORE HORSE. Pg 1 P5 OF ORD. STATES P2B
APPROVED THIS OCT. 1. WHAT WILL THE LOTTERY NUMBERS BE?
- IP 9B THANKS TO CARL HALBIRT FOR BRINGING THIS TO THE
ATTENTION OF THE PUBLIC. CHARLOTTE ST. UTILITY
IMPROVEMENTS VS RESPECTFUL TREATMENT OF DECEASED.
REMEMBER MARINE ST. AND LEWIS SPEEDWAY?
- IP 10A FOUR CITY ROADS WILL BE GIVEN TO AN HOA OFF SR 312
WHERE TENEMENTS ARE PROJECTS WHERE CONSTRUCTED.
THE CITY PROVIDES WATER & SEWER AND GIVES OUR ROADS TO
DEVELOPERS.
- IP 9B6 RESOLUTION 2019-41. TAXPAYERS BEWARE THIS IS
LEADING TO THE CLOSING OF CATHEDRAL TO VEHICLES,
WHILE OPENING THE ROAD AND SIDEWALK TO BIKES,
SKATEBOARDS, SCOOTERS, ETC. IS THIS TEAM ST. AUGUSTINE
OR ROYAL RUNAROUND ST. AUG. DESTROYING QUALITY OF LIFE?
- A MIR. BROUDY SHOULD CLEAN UP HIS PARKING LOT ON KING ST.,
WHERE THE CITY WILL MOVE THE POLICE STATION. IT HAS
BECOME A CAMP GROUND. IP BEFORE ENFORCEMENT OCCURS
AT THE ALLEGED COQUINA PASSIVE PARK, LET'S ENFORCE
NO CAMPING ON BROUDY'S PROPERTY IN WEST CITY.
- IP MARK LITZINGER SHOULD NOT BE THE CITY STAFF PERSON
TO OVERSEE THE LINCOLNVILLE CRA. HIS PROPERTY AT
127 RIBERIA ACCORDING TO CURTIS BOLES, ONE OF THE CITY
CODE ENFORCEMENT STAFF, STATED IN SEPT 2018 THIS OVER-
GROWN LOT WAS NOT VIOLATING CITY CODE. SUCH PROPERTIES
IN LINCOLNVILLE LEAD TO BLIGHT. PROPERTIES SHOULD BE
MAINTAINED SO SLUMS ARE NOT CREATED IN THE COSA.
- IP WHEN WILL THE COSA BECOME A GREAT PLACE TO LIVE?
RESPECT DOES NOT EXIST IN THIS UNSAFE, TRASHY CITY

PERMANENT EASEMENT

TEMPORARY EASEMENT



PRELIMINARY
SUBJECT TO CHANGE

KEY SHEET
THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR LEGEND & GENERAL NOTES
SR5A(KING ST) FROM: MALAGA ST TO: AVENIDA MENENDEZ (A1A)

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY DATE 02/13/2019	FOR DISTRICT SECRETARY	CITY OF ST. AUGUSTINE				BY DATE PRELIM S.NELMS 10-15-18 FINAL LANDERBERG 01-09-19 CHECKED LANDERBERG 12-03-18	F.A.P. No. N/A STATE ROAD No. 5A	SECTION 78010 ST. JOHNS COUNTY	MAPS PREPARED BY: DRMP INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FLORIDA 32256 904-641-9123 LBB 2648	DATA SOURCE: DATABASE #7801017 FIELD BOOK #7801017A/C 1"=100'	SHEET 2 OF 9
				FDOT 100% REVIEW	JMH	01-24-19	REVISION	BY	DATE				