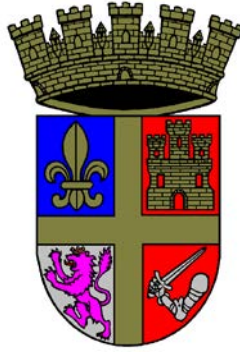


CITY OF ST. AUGUSTINE

**CITY COMMISSION
MEETING
5:00 P.M.**

MONDAY, AUGUST 26, 2019

ALCAZAR ROOM



**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, AUGUST 26, 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

3.A. Proclamation 2019-15: Proclaims August 31, 2019 as Overdose Awareness Day. *(N. Sikes-Kline, Commissioner).*

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

- ❖ **3** minutes per individual

5. CONSENT AGENDA – 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

7.A.1. Request for approval of mediated settlement agreement between the City of St. Augustine and Sandy and Mike Wieber, relating to property located at 7 Bridge St. (J. Cary, Assistant City Attorney).

7.A.2. Presentation by Gayle Phillips of the Community Remembrance Committee, St. Augustine requesting placement of a historic marker in the plaza regarding the lynching of Isaac Barrett. (Commissioner Sikes-Kline).

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 2019-15: Updating the City Charter, this ordinance amends all sections to include both genders and use gender neutral terminology. *(I. Lopez, City Attorney).*

8.A.2. Ordinance 2019-16: Updating the City Charter, this amendment removes the procedure for street vacations and codifies a procedure in the code consistent with other ordinance noticing and hearings. *(I. Lopez, City Attorney).*

8.A.3. Ordinance 2019-17: Amends Chapter 22 of the Code to clarify the procedures for vacating roads. *(I. Lopez, City Attorney).*

8.A.4. Ordinance 2019-18: Updates the City Charter amending procedures regarding annual Christmas bonuses and codifies the procedure consistent with state statute and current policy. *(I. Lopez, 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 2019-11: Updates two sections of the city zoning code that regulate the waivers of time periods between submitting board applications for the same property. *(D. Birchim, Director, Planning and Building).*

9.A.2. Ordinance 2019-21: Removes Section 1.04 identified as obsolete, not consistent with state law nor with current City policy. *(I. Lopez, City Attorney).*

9.A.3. Ordinance 2019-22: Amends Article to update procedures utilized by the Commission regarding majority votes, deadlines to fill vacancies and removal of city officials. *(I. Lopez, City Attorney).*

9.A.4. Ordinance 2019-33: Updates the Outdoor Cafes on Aviles Street and on Artillery Lane ordinance to provide for outdoor retail seating. *(D. Birchim, Director, Planning and Building).*

B. RESOLUTIONS

9.B.1. Resolution 2019-06: Amends and updates the King Street Design Standards. *(D. Birchim, Director, Planning and Building).*

9.B.2. Resolution 2019-16: Establishes fees for costs related to any petition for vacation or abandonment of any street, alley or other public way. *(I. Lopez, City Attorney).*

9.B.3. Resolution 2019-30: Authorizes the City Manager to execute necessary agreements between the City and the School Board of St. Johns County to share the cost of two police officers while schools are in regular session. *(I. Lopez, City Attorney).*

9.B.4 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.5. 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.6. 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.7. Resolution 2019-34: Authorizes a temporary 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.8. Resolution 2019-35: Authorizes a temporary 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.9. Resolution 2019-36: Authorizes applying for a Small Cities Community Development Block Grant for Disaster Recovery from Hurricane Irma and authorizes the City Manager to execute all documents with the filing of the application. (*C. Sakryd, Grant Administration Coordinator*).

10. STAFF REPORTS AND PRESENTATIONS

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

11.A. Sunshine, Public Records and Ethics Minute. No Presentation. Information provided by the City Attorney's office as an on-going series to keep the Commission abreast of relevant developments.

11.B. No Presentation: Update regarding Styrofoam, plastics and preemption. (*J. Cary, Assistant City Attorney*).

11.C. No Presentation: Post-legislative session and their impact on the City. (*J. Cary, Assistant City Attorney*).

- 12. ITEMS BY CITY CLERK** *(See Consent Agenda also)*
- 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 – AUGUST 26, 2019

CA.1. PREVIEW OF UPCOMING COMMISSION MEETINGS.

a) **THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR 2ND READING ON SEPTEMBER 9, 2019:**

- ORDINANCE 2019-11
- ORDINANCE 2019-21
- ORDINANCE 2019-22
- ORDINANCE 2019-33

b) **REMINDER OF UPCOMING MEETINGS:**

- September 5, 2019, 5:05 p.m., Special Budget Meeting
- September 9, 2019, 5:00 p.m., Regular Meeting
- September 19, 2019, 5:05 p.m., Special Budget Meeting
- September 23, 2019, 5:00 p.m., Regular Meeting

CA.2. APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:

- June 24, 2019 Special Meeting
- August 12, 2019 Shade Meeting
- August 12, 2019 Regular Meeting

CA.3. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):

- James Madden – 348 Venetian Boulevard
- Sue Ellen Fowler – 2866 North 5th Street

CA.4. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING). NONE.

CA.5. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.

CA.6. Update of the City's Comprehensive Plan required to be submitted to the State DEO by November 26, 2019. (A. Skinner, Deputy Director, Planning and Building).

- CA.7.** Approves the Grant Agreement with Florida Department of Emergency Management and Request for Stormwater Reserves Funding for Local Match for Whitney St. Box Culvert/West King Flood Mitigation. (*M. Cullum, Director, Public Works*).
- CA.8.** Authorizes the City to enter into and the City Manager to execute the grant agreement with the Florida Department of Environmental Protection's Florida's Resilient Coastline Program. (*M. Cullum, Director, Public Works*).
- CA.9.** Authorizes the St. Augustine Police Department to enter into an agreement with the St. Johns County School Board to share the cost of two police officers while schools are in regular session. (*A. Cuthbert, Assistant Chief of Police*).

END OF CONSENT AGENDA



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Cuidad de San Agustín de la Florida

PROCLAMATION

WHEREAS, Substance use disorders affect all communities and over 50% of all people know someone who is affected, but with increased education and support to reduce the stigma associated with substance use, we can reduce the barriers so people can seek the help they need;" and

WHEREAS, The CDC reported 70,237 deaths from overdose in 2017, with 5,634 in Florida and 2,126 from the synthetic opioid fentanyl, but through education, people can learn to recognize the signs and symptoms of overdose, receive Narcan training, and save lives; and

WHEREAS, Four out of five people who start heroin were prescribed prescription pain medication, however through appropriate prescription drop off points, these medications will be less readily available in the home; and

WHEREAS, The impact of substance use and overdose is apparent in our local community and the events such as Stop the Stigma St. Augustine inform people of available community treatment resources in a supportive, non-judgmental venue; and

WHEREAS, drug overdose knows no limits; it does not recognize victims' race, religion, socio-economic status, or family ties; anyone can battle drug addiction and face a possible overdose; but, recognizing overdose warning signs enables and empowers families and friends to prevent overdose-related death by calling for help.

NOW, THEREFORE, the City Commission of the City of St. Augustine does hereby proclaim August 31 2019, as OVERDOSE AWARENESS DAY in the City of St. Augustine, and urges all our citizens to remember the hundreds lost to overdose and support grieving families in our community.

IN WITNESS WHEREOF, I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 26th day of August in the year of our Lord two thousand nineteen and the four hundred and fifty third year of the founding of St. Augustine, the Nation's Oldest City.

2019-15

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 7.A.1.
Request for Relief

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: August 15, 2019

RE: **F.S. 70.51 REQUEST FOR RELIEF FILED BY SANDY AND MIKE WIEBER UNDER THE FLORIDA LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION ACT RELATING TO PROPERTY LOCATED AT 7 BRIDGE STREET.**

Attached hereto is a copy of the Mediated Settlement Agreement in the matter referenced above. This action arises out of a Planning and Zoning Board (PZB) decision to deny a Planned Unit Development (PUD) rezoning classification to the property at 7 Bridge St., referred to hereinafter as the Sanchez House.

Following several hours of negotiation, including participation by petitioners, the City, Mr. Blake Deal, and other interested members of the public, the parties agreed to a settlement of the issues. As indicated in the resulting Mediated Settlement Agreement, the Special Master recommends approval of the Agreement.

The Mediated Settlement Agreement includes the following provisions:

- Supersedes and replaces the original 70.51 Mediated Settlement Agreement between the City and Mr. Deal for the same property;
- Runs with the land to the extent that there is unite of ownership and management of the Sanchez House and the Bayfront Marin Inn;
- If unity of title or management are broken, the Agreement will become null and void and the Sanchez House will be limited to HP-1 uses only;
- The City and the Wiebers will enter into a Declaration of Covenants, Conditions, and Restrictions (Declaration) governing the use of the Sanchez House and the Bayfront Marin Inn for weddings and special events;
- The Wiebers will grant the City a façade easement on the historic exterior and interior of the Sanchez House;
- Weddings involving more than 10 participants will not be allowed at one venue on any day that a wedding is scheduled for the other venue;
- No more than 48 weddings per year with a maximum number of 60 non-wedding party guests per wedding;
- The Bayfront Marin Inn will provide sufficient parking for Sanchez House events;
- Weddings at the Sanchez House will be concluded by 8 PM with guests out of the House by 9 PM, and no overnight stays will be allowed on wedding days;
- On nights where there is no wedding, two guest rooms at the Sanchez House may be rented to overnight guests;

- The City has the right to access the property and books to ensure compliance without notice during normal business hours;
- The Sanchez House will be open for tours by the public twice a year for tours by the City Historic Preservation Officer, four times a year for tours by the Historic Society, and one day during the Christmas Tour of Historic Inns;

It is necessary that the Commission accept, modify, or reject the recommendation of the Special Master. Therefore, please place this matter on the agenda for the August 26, 2019, meeting of the Commission for this purpose.

Please contact our office if you have questions or comments.

Thank you.



John M. Cary
Assistant City Attorney

/s/
Attachment

xc: Sidney F. Ansbacher, Esq.
Tim Burchfield, Assistant City Manager
David Birchim, Planning & Building Director
Isabelle C. Lopez, City Attorney
Darlene Galambos, City Clerk

**Mediated Settlement Agreement
in the Section 70.51, Florida Statutes, Proceeding by Sandy and Mike Wieber
on Order of the City Commission of the City of St. Augustine, Florida, Denying the
Wiebers' Appeal of the Planning and Zoning Board's Order Denying Their
Rezoning Application from Historic Preservation 1 ("HP-1") to Planned Unit
Development ("PUD") for the Property at 7 Bridge Street, St. Augustine, Florida**

Pursuant to Section 70.51, Florida Statutes, a hearing was held on this matter on June 26, 2019, after due notice to the parties, owners of contiguous properties, and all substantially affected persons.

The following persons attended the hearing: Sandy and Mike Wieber and their counsel, Sidney F. Ansbacher, Esq. on behalf of the petitioners, who are the contract purchasers of the 7 Bridge Street property; Blake Deal, Esq., as owner and contract seller of the 7 Bridge Street property; John Regan, City Manager, David Birchim, Director, Planning and Building Department, and John M. Cary, Esq., Assistant City Attorney, on behalf of the City; and Ed Slavin, George Jacunski, Hamid Hafiz, Erik Owen, June Sullivan, and B.J. Kaladi, as substantially affected persons.

During the mediation portion of the proceeding, the parties successfully resolved their differences, subject to City Commission approval, based on the following relevant facts:

1. Mr. and Mrs. Wieber own and operate the Bayfront Marin House Bed & Breakfast Inn located at 142 Avenida Menendez, St. Augustine, Florida.

2. The Bayfront Marin House is operated as a bed & breakfast under the provisions of a PUD that permits the Bayfront Marin House and the Bayfront Westcott House (located immediately to the south of the Bayfront Marin House) to be operated as commercial bed & breakfasts in the HP-1-zoned area pursuant to vested rights that preceded the creation of the HP-1 zoning for the area.

3. Blake Deal is the legal title owner of The Sanchez House located at 7 Bridge Street, St. Augustine, Florida, immediately to the north of the Bayfront Marin House and fronting on the south side of Bridge Street. Bridge Street is the dividing line between the residential HP-1 zoned area to the south and the mixed residential and commercial HP-2 zoned area to the north. Accordingly, The Sanchez House is in the HP-1 zoned area.

4. On September 30, 2016, The City and Mr. Deal entered into a Section 70.51 mediated settlement agreement. The provisions of the agreement relevant to the present proceeding were that Mr. Deal was permitted to advertise and rent The Sanchez House for 30-day minimum periods for wedding, anniversary, and similar special events with the number of guests limited to 45 guests per event. The tenant was required to arrange for guest parking at one of the nearby local parking lots, and on-street parking in the neighborhood was prohibited. Additionally, the City agreed to expand the existing loading zone on Avenida Menendez in front of the Bayfront Marin House for the benefit of The

Sanchez House and other businesses, and tenants of The Sanchez House were prohibited from using Marine Street or Bridge Street for loading or unloading. There were no limitations on the hours of events at The Sanchez House.

5. Mr. Deal and the Wiebers entered into a purchase and sale agreement pursuant to which Mr. Deal will sell The Sanchez House to the Wiebers. That purchase and sale agreement is subject to the condition that the Wiebers obtain City authorizations sufficient for them to operate with overnight lodging and special events to their satisfaction. Accordingly, the Wiebers hold an equitable interest in the property sufficient to afford them standing to bring this proceeding pursuant to Section 70.51(2)(d), Florida Statutes.

6. On November 6, 2018, the Wiebers filed an application to rezone the property from HP-1 to PUD.

7. On January 8, 2019, a hearing was held before the Planning and Zoning Board on the Wiebers' application. The Board heard from the applicants and a number of citizens, some of whom were for the rezoning, some of whom were against. The discussion included whether Bridge Street should be a clear dividing line between HP-1 and HP-2, the lack of a clear tie between the PUD for The Sanchez House and the Bayfront Marin House and Westcott House PUD, the concern about parking for The Sanchez House events, and the apparent infeasibility of joining The Sanchez House with the Bayfront Marin House under the two separate PUDs. Following discussion, the Board voted 5-0 to deny the PUD application.

8. The Wiebers filed a timely appeal from the Planning and Zoning Board's Order recommending denial of the rezoning application, and a hearing was held before the City Commission on March 25, 2019. The Commission found that the Wiebers were afforded procedural due process, the Planning and Zoning Board applied the correct law, and the Board's decision was supported by competent substantial evidence. Accordingly, the Commission affirmed the Board's denial of the Wiebers' rezoning application.

9. Thereafter, the Wiebers timely filed their request for relief under Section 70.51, Florida Statutes.

10. The Wiebers contend in their request for relief that the City's action constitutes reverse spot zoning which unreasonably and unfairly burdens their proposed use for the property. They also contend that their intended use of the property for weddings, anniversaries, and other similar events will provide funding for the significant costs to maintain and preserve the unique Second Spanish Colonial Period structure and be consistent with the prior authorized use of the property by Mr. Deal under his Section 70.51 settlement agreement with the City.

11. The City denies that its action constitutes reverse spot zoning. It also contends that Mr. Deal's settlement agreement is not assignable and does not run with the land so that if the Wiebers were to purchase The Sanchez House, Mr. Deal's

settlement agreement will terminate and the property could only be used for residential purposes consistent with HP-1 zoning. However, the City is concerned that if the agreement were to be determined by a court to run with the land in favor of the Wiebers or any other third-party purchaser from Mr. Deal, the existing Deal Section 70.51 settlement agreement does not have any restrictions on the total number of weddings per year and lacks a direct enforcement mechanism in the event Mr. Deal or a tenant fails to comply with the provisions of the agreement.

12. Mr. Deal supports the Wiebers' position and contends the provisions of his Section 70.51 settlement agreement run with the land so that, in any event, the Wiebers or any other purchaser of The Sanchez House could hold weddings and other special events pursuant to that agreement if they become the legal owners of the property. Mr. Deal also pointed out that The Sanchez House is located between the commercial motel immediately to the north and the two bed & breakfasts immediately to the south and its use as a venue for weddings and other special events is entirely consistent with the use of the Marin Bayfront Inn for those same purposes by the Wiebers and their predecessors for the past 18 years. Mr. Deal has also indicated he intends to resort to court action to challenge the City's denial of the PUD application and clarify the transferability of his rights under the Section 70.51 settlement agreement to the Wiebers or other third parties if the Wiebers and the City do not reach an agreement in this Section 70.51 proceeding.

13. After the Wiebers, the City, and Mr. Deal gave statements in support of their respective positions at the hearing, Messrs. Jacunski, Hafiz, and Owen spoke in favor of the Wiebers' rezoning application. All three reside on the south side of Bridge Street immediately west of The Sanchez House. Each noted that the trains, horse carriages, and visitor foot-traffic on Bridge Street, the Catholic school south of Bridge Street, and the 32-unit hotel on the north side of Bridge Street across from their homes have all essentially made Bridge Street more commercial than residential. They also all spoke favorably of the Wiebers as good stewards of the Marin Bayfront Inn and the use of The Sanchez House and the Inn for weddings and other special events in the past.

14. Ms. Sullivan and Ms. Kaladi supported the City's position. Ms. Sullivan resides on Charlotte Street behind the houses of the first three speakers. Both Ms. Sullivan and Ms. Kaladi expressed concern that if the City approved the Wiebers' proposed PUD for commercial use of The Sanchez House, other residents living on the south side of Bridge Street might use that as precedent to try to convert their residences to a commercial use.

15. Finally, Mr. Slavin spoke in favor of the City's position but also suggested that The Sanchez House might serve as a museum because it is a unique Second Spanish Colonial Period structure.

16. After everyone present had an opportunity to be heard, the Wiebers proposed allowing more restrictions on their use of the property for weddings and other special events than presently exist under Mr. Deal's Section 70.51 settlement agreement. They also indicated a willingness to withdraw their rezoning application if the parties could

reach a Section 70.51 settlement agreement so that their requested PUD rezoning will not serve as precedent for future rezoning applications by other property owners on the south side of Bridge Street.

17. Following negotiations between the City and the Wiebers in which Mr. Slavin participated, the parties reached a settlement agreement on the following terms:

- Instead of a PUD rezoning, the City and the Wiebers will enter into a Declaration of Covenants, Conditions, and Restrictions (Declaration) that will govern the use of The Sanchez House in conjunction with the Bayfront Marin Inn for weddings and other similar special events and overnight stays.

- The Declaration will supersede and replace the Deal Section 70.51 settlement agreement.

- The City will be an expressed intended beneficiary of the Declaration with the expressed right to enforce the covenants and restrictions through code enforcement or direct action in circuit court, and the Wiebers and their successors in interest will waive any objections to jurisdiction in either form of enforcement proceeding.

- The Wiebers will agree to the following restrictions on the use of The Sanchez House and/or the Bayfront Marin Inn, as applicable:

- o The Wiebers will impose a façade easement on the historic components of the exterior and interior of the Sanchez House as agreed to by the Wiebers and the City's Historic Preservation Officer. The City will be the easement grantee. A true copy of the easement shall be attached to the Declaration, but the final façade easement shall be recorded promptly after the Wiebers and the City's Historic Preservation Officer agree to the Baseline Condition that will be Exhibit "B" to the Façade Easement.

- o Except for weddings involving ten or fewer wedding participants and guests and no amplified music, the Bayfront Marin Inn will not be used for weddings on any day a wedding takes place at The Sanchez House.

- o There will be a limit of 48 weddings per year at The Sanchez House with a maximum number of 60 non-wedding party guests per wedding. Any weddings at The Sanchez House involving ten or fewer wedding participants and guests and no amplified music will not count against the 48-wedding limit.

- o For any events at The Sanchez House, the Bayfront Marin Inn will provide a sufficient number of offsite parking spaces on and/or off its premises for the parties and guests to ensure The Sanchez House complies with the City code for on-site and offsite parking. On-street parking in the neighborhood is prohibited.

- The loading zone on Avenida Menendez expanded by the City under the Deal Section 70.51 settlement agreement may continue to be used by the Wiebers for loading and unloading for The Sanchez House and the Bayfront Marin House. The Wiebers and tenants or guests of The Sanchez House and the Bayfront Marin House may not use Marine Street or Bridge Street for loading or unloading.

- Trash containers will not be placed in the street for pickup any further in advance than the day before trash pickup.

- All weddings at The Sanchez House will be concluded and the music stopped by 8:00 p.m., and all guests will depart by 9:00 p.m.

- No member of any wedding party will stay overnight at The Sanchez House the night of the wedding.

- Only on nights without weddings, two guest rooms in The Sanchez House may be rented to overnight guests on a nightly basis.

- The City will have the right to check the Wiebers' wedding and guest registries for The Sanchez House and the Bayfront Marin Inn without notice during normal business hours to confirm their compliance with the Declaration.

- The Wiebers will open The Sanchez House for tours by the public (i) two times per year for tours by a City Historic Preservation Officer, (ii) four times per year for tours by the Historic Society, and (iii) one day during the Christmas Tour of Historic Inns. The City shall receive twelve tickets per event at no charge to the City for any ticketed event held at the Sanchez House.

- The Declaration will run with the land; however, it will be expressly conditioned upon there being a unity of ownership and management of The Sanchez House and the Bayfront Marin Inn. If either property is sold to or independently managed by a third party, the Declaration will automatically become null and void, and The Sanchez House property will revert to solely HP-1 use (i.e., the use will not revert to uses permitted under the Deal Section 70.51 settlement agreement which will terminate at such time as the Declaration becomes effective).

- Except as set forth in this agreement, The Sanchez House and the Bayfront Marin Inn are subject to all federal, state, and local statutes, ordinances, rules and regulations, now in existence or as amended in the future.

- Counsel for the Wiebers will draft the Declaration which, when approved by counsel for the City, will be appended to this agreement for submission to the City Commission.

- This settlement agreement is subject to approval by the St. Augustine City Commission after due notice as required by law.

- If the agreement is approved by the City, the Declaration will still be subject to approval by the lender providing the Wiebers financing to purchase The Sanchez House from Mr. Deal.

- If the lender does not approve the Declaration, the parties will reconvene the mediation portion of the Section 70.51 proceeding.

- If this settlement agreement is approved by the City Commission and the Declaration is approved by the Wiebers' lender, the Declaration will be recorded in the public records of St. Johns County, Florida, by counsel for the Wiebers.

- Counsel for the City will recommend approval of this settlement agreement to the City Commission.

- The special magistrate recommends approval of this settlement agreement to the City Commission.

- This agreement may be signed in counterparts transmitted to the mediator by e-mail at tes@bledsoejacobson.com.

Dated: August __, 2019

MIKE WIEBER

SANDY WIEBER

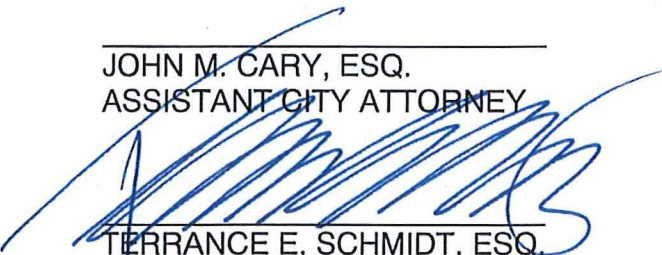
SIDNEY F. ANSBACHER, ESQ.
ATTY FOR THE WIEBERS

CITY OF ST. AUGUSTINE

By _____

Its _____

JOHN M. CARY, ESQ.
ASSISTANT CITY ATTORNEY



TERRANCE E. SCHMIDT, ESQ.
SPECIAL MAGISTRATE

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (the "Declaration" or "Master Agreement") is made this ____ day of _____, 2019, by MICHAEL WIEBER AND SANDRA WIEBER, husband and wife (collectively the "Declarant").

RECITALS

A. Declarant is the owner of real property located in the City of St. Augustine, St. Johns County, Florida, as described in composite Exhibit "A" (the "Property").

B. Declarant owns the Bayfront Marin House, which is a historic inn located on the waterfront in the City of St. Augustine, St. Johns County, Florida, on the portion of the Property that is legally described in Exhibit "A-1" (the "Marin Parcel").

C. Declarant also owns the Sanchez House, which is a Second Period Spanish Colonial Period house adjacent to the Marin Parcel, on the parcel that is legally described in Exhibit "A-2" (the "Sanchez Parcel") (collectively, the Marin Parcel and the Sanchez Parcel are sometimes called the "Parcels").

D. The Marin Parcel is subject to City of St. Augustine Planned Unit Development 1999 – 36 (the "PUD"). The PUD includes both the Marin Parcel and the Westcott House. The only portion of the PUD that is subject to this Declaration is the Marin Parcel as defined and described in Recital B. In the event of any conflict between the PUD and this Declaration, the stricter requirement shall control.

E. Declarant desires to establish the covenants, conditions, and restrictions in the Declaration, which shall apply to the Parcels in order to accomplish the purposes as set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the Declarant states as follows:

1. The Recitals are incorporated and binding.
2. Declaration. To further the purposes expressed herein, the Declarant, for itself, its successors and assigns, hereby declares that the Parcels shall at all times be owned, held, used, and conveyed subject to the terms, provisions, conditions, and restrictions contained in this instrument, which terms, provisions, conditions, and restrictions shall constitute covenants running with the Property benefitted and burdened thereby, shall bind and inure to the benefit of the

Declarant, and shall be binding upon any person or legal entity acquiring any interest in either or both of the Parcels.

3. Purposes and Limitations of Declaration. The purpose of this Declaration is to restrict the use, occupancy, development and redevelopment, and maintenance of the Parcels in order to preserve and to protect the quality and integrity of the Parcels, and their respective structures, and facilities, and to preserve and to protect the highly desirable, historical character of the Parcels for the benefit of the Declarant, the owners, and the occupants of the Parcels.

4. Definitions.

(a) "Declarant" means Michael Wieber and Sandra Wieber, husband and wife, and any party designated as a successor or assign of the Declarant by a written instrument duly recorded in the official records of St. Johns County, Florida, which instrument, to be effective, need only be signed by the assigning Declarant. Such instrument may specify the extent and portion of any rights or interests being assigned by Declarant, in which case the assignor shall retain all other rights of Declarant not so assigned.

(b) "Parcel" or "Parcels" means each or both of the parcels described in or reflected on this Declaration, as amended from time to time, as the context requires, and unless otherwise provided, includes the improvements situated thereon. As used herein, the term "Parcel" or "Parcels" shall include all and any interests in the subject Parcel or Parcels, including but not limited to, any undivided interest therein.

(c) "Owner" means the person, person, or legal entity holding record fee simple title to a Parcel or an undivided interest therein.

(d) "Mortgage" means any mortgage, deed of trust or other security instrument creating a real property security interest in any Parcel, excluding any statutory, tax, or judicial lien.

5. Building and Land Use Restriction.

(a) Improvements/Landscaping and Fencing. No physical improvements of any nature shall be constructed on the Sanchez Parcel without the prior written consent of the Declarant pursuant to this Declaration.

(b) Nuisances. No noxious or offensive activities shall be carried on upon either Parcel nor shall anything be done thereon which may become an annoyance or nuisance to the Owner or any users of the said Parcel.

(c) Façade Easement. Declarant shall implement and enforce the Façade Easement, a copy attached as Exhibit "B," and the terms of which are incorporated in this Declaration. Any violation of the Façade Easement as attached shall also constitute a violation of this Declaration. The express terms of Exhibit "B" to the Façade Easement must be determined between the City of St. Augustine Historical Preservation Officer and Declarant, so the Façade Easement may be recorded after this Declaration. The Declarant's obligation to promptly process the Façade Easement with that official, to present the Façade Easement to the City Commission

for final review and approval of its terms within the discretion of that Commission, and to promptly record once the terms of the Façade Easement are attached as Exhibit "B" to that document, and the Façade Easement is processed and signed, are enforceable obligations under 7.(f) below. The Façade Easement shall replace Exhibit "B" hereto, effective on the recording of the Façade Easement without express further amendment needed to this Declaration. The finalized Façade Easement shall be fully enforceable in lieu of Exhibit "B" attached hereto, under 7.(f) below, effective on the recordation of the Façade Easement.

(d) Weddings. Weddings shall be limited to as follows:

(1) On days when weddings occur at the Sanchez House, no wedding may take place on the Marin Parcel.

(2) The Sanchez House may host up to forty-eight (48) weddings per calendar year, with a maximum number of sixty (60) non-wedding party guests per wedding.

(3) Weddings with (A) ten (10) or fewer total participants and guests, and (B) no amplified music are not subject to 5. (d) (1) or (2). They are otherwise subject to all provisions of this Declaration.

(4) All weddings at the Sanchez House shall conclude by 8:00 p.m., and all guests departed by 9:00 p.m.

(5) No one may stay overnight at the Sanchez House on the night of a wedding.

(e) Parking. The Marin House Owner shall provide a sufficient number of parking spaces whether or not offsite, to allow the Sanchez House to meet all applicable parking requirements under City Code. On-street parking shall be prohibited.

(f) Loading. Both Parcels shall use the loading zone on Avenida Menendez adjacent to the Marin Parcel for loading and unloading. Neither Parcel, nor any operator, Owner, tenant, or invitee at either Parcel shall load or unload on Marine Street or Bridge Street.

(g) Overnight guests. The two rooms in the Sanchez House may be rented out on an overnight basis, but not on any night commencing on the same date a wedding takes place at the Sanchez House.

(h) Trash pickup. Sanchez House trash container may not be put out in the street except on the day before and the day of scheduled pickup.

(i) Unity of Title and Management. Declarant shall record, implement, and enforce the Unity of Title and Management Restrictive Covenant, which covers the Property, and which is being recorded on or about this date, and the terms of which are incorporated in this Declaration. Any violation of the Unity of Title and Management Easement shall also constitute a violation of this Declaration.

6. Reserved Rights of Declarant.

(a) Easements.

(1) Maintenance. Declarant reserves for itself, its successors or assigns, and for the use and benefit of Owners a blanket easement across and upon each Parcel, for the performance of maintenance or repair to common facilities, including, but not limited to, irrigation and drainage systems, paths, common areas and facilities, and the use of such facilities by Owners, members and guests.

7. General Provisions.

(a) Enforcement/Attorneys' Fees.

(1) Enforcement by Declarant. The provisions contained in this Declaration shall run with the land benefitted and burdened thereby. These provisions may be enforced by the Declarant. Each Owner by acquiring an interest in a Parcel irrevocably appoints the Declarant as such Owner's attorney-in-fact for the purpose of enforcement. Violation of any of the provisions herein contained shall give the Declarant the right to enter upon that portion of a Parcel wherein said violation or breach exists and similarly to abate and remove, at the expense of the Owner, any structure, thing or condition that may be or exist thereon contrary to the provisions hereof when a clear and imminent danger or emergency exists; to prosecute a proceeding under municipal code, at law, or in equity against the person or persons who have violated or are attempting to violate any of the provisions hereof to enjoin or prevent them from doing so; and to cause said violation to be remedied or to recover damages for said violation. Every violation of this Declaration or any part thereof is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed therefor by law or equity against an Owner shall be applicable against every such violation. All remedies provided herein or at law or in equity shall be cumulative and not exclusive. The failure of the Declarant to enforce any of the provisions of the Declaration shall in no event be deemed to be a waiver of the right to do so for subsequent violations or of the right to enforce any other provisions hereof.

(b) Rules and Regulations. The Declarant shall have the right to promulgate and adopt such reasonable rules and regulations as may from time to time be required in order to carry out the purpose and intent of this Declaration.

(c) Amendment. This Declaration may only be amended by the Declarant.

(d) Provisions Incorporated in Deeds. Each provision contained in this Declaration shall be deemed incorporated in each deed or other instrument by which any right, title or interest in any Parcel is granted, devised, or conveyed, whether or not set forth or referred to in such deed or other instrument.

(e) Term and Termination of Covenants. The term of this Declaration shall be perpetual, unless terminated by the Declarant, or a successor Declarant. If this Declaration

is terminated, however, subparagraph 2.C. of the Restrictive Covenant referred to in subparagraph 5.(d)(i) above, shall be implemented.

(f) City of St. Augustine. The City of St. Augustine ("City") is an expressly intended beneficiary of this Declaration, having all enforcement authority under code enforcement, equity, and law to enforce the Declaration. Without limiting the scope of the City authority, under this subsection 7. (f), the City may review the wedding registry records of either the Marin House or Sanchez House without notice during business hours.

(g) Florida Law. The interpretation, enforcement or any other matters related to this Declaration shall be construed and determined in accordance with the laws of the State of Florida. Venue and jurisdiction for any cause of action arising under this Declaration shall be in the court of competent jurisdiction in St. Johns County, Florida.

(h) Severability. Invalidity or unenforceability of any provision of this Declaration shall not effect the validity or enforceability of any other provision or valid and enforceable part of any provision of this Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration of Covenants, Conditions and Restrictions this ____ day of _____, 2019.

Witnesses:

Declarant:

Print Name: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Sworn to (or affirmed) and subscribed before me this ____ day of _____, 2019, by Michael Wieber and Sandra Wieber, husband and wife, who (__) are personally known to me or (__) have produced _____ as identification.

Notary Public _____

(Name of Notary printed, typed or stamped)

My commission number: _____

My commission expires: _____

(NOTARY SEAL)

COMPOSITE EXHIBIT “A”
(the “Property”)

Exhibit "A-1" – The Marin Parcel

ALL OF LOTS 1, 1-A, AND 2, BLOCK 22, ACCORDING TO THE OFFICIAL MAP OF ST. AUGUSTINE, FLORIDA, DATED JUNE 12, 1923, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, ST. JOHNS COUNTY, FLORIDA.

EXCEPTING THE PORTION CONVEYED BY DEED RECORDED IN OFFICIAL RECORDS VOLUME 171, PAGE 255 THROUGH 258, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PART OF LOTS 1, 1-A, AND 2, BLOCK 22, ACCORDING TO THE OFFICIAL MAP OF ST. AUGUSTINE AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1-A FOR THE POINT OF BEGINNING; THENCE SOUTH 17 DEGREES 57 MINUTES WEST 24.83 FEET ALONG THE EAST LINE OF SAID LOT 1-A; THENCE NORTH 68 DEGREES 58 MINUTES WEST 97.18 FEET; THENCE SOUTH 18 DEGREES 33 MINUTES WEST 5.86 FEET; THENCE NORTH 68 DEGREES 08 MINUTES WEST 9.11 FEET; THENCE SOUTH 21 DEGREES 30 MINUTES WEST 11.84 FEET; THENCE NORTH 69 DEGREES 28 MINUTES WEST 30.63 FEET TO A POINT ON THE WEST LINE OF ABOVE MENTIONED LOT 2; THENCE NORTH 20 DEGREES 00 MINUTES EAST 56.36 FEET ALONG THE WEST LINE OF LOTS 2 AND 1 TO THE NORTHWEST CORNER OF LOT 1; THENCE SOUTH 63 DEGREES 05 MINUTES EAST 137.15 FEET ALONG THE NORTH LINE OF LOTS 1 AND 1-A TO THE POINT OF BEGINNING.

Exhibit "A-2" – The Sanchez Parcel

A PARCEL OF LAND BEING A PART OF LOTS 1, 1-A AND 2, BLOCK 22, ACCORDING TO THE OFFICIAL MAP OF ST. AUGUSTINE AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1-A FOR THE POINT OF BEGINNING; THENCE SOUTH 17 DEGREES 57 MINUTES WEST, 24.83 FEET ALONG THE EAST LINE OF SAID LOT 1-A; THENCE NORTH 68 DEGREES 58 MINUTES WEST 97.18 FEET; THENCE SOUTH 18 DEGREES 33 MINUTES WEST 5.86 FEET; THENCE NORTH 68 DEGREES 08 MINUTES WEST 9.11 FEET; THENCE SOUTH 21 DEGREES 30 MINUTES WEST 11.84 FEET; THENCE NORTH 69 DEGREES 28 MINUTES WEST 30.63 FEET TO A POINT ON THE WEST LINE OF ABOVE MENTIONED LOT 2, THENCE NORTH 20 DEGREES 00 MINUTES EAST 56.36 FEET ALONG THE WEST LINE OF LOTS 2 AND 1 TO THE NORTHWEST CORNER OF LOT 1; THENCE SOUTH 63 DEGREES 05 MINUTES EAST 137.15 FEET ALONG THE NORTH LINE OF LOTS 1 AND 1-A TO THE POINT OF BEGINNING.

EXHIBIT “B”
(Façade Easement Agreement)

UNITY OF TITLE AND MANAGEMENT RESTRICTIVE COVENANT

This Unity of Title and Management Restrictive Covenant (the "Restrictive Covenant") is executed this ____ day of _____, 2019, by Michael S. Wieber and Sandra L. Wieber, husband and wife, whose post office address is 142 Avenida Menendez, St. Augustine, Florida 32084 ("Declarant"), and is as follows:

RECITALS

A. Declarant is the owner of land, more particularly described in Exhibit "A" ("Parcel One") ("the Marin House Parcel") and Exhibit "B" ("Parcel Two") (the "Sanchez House Parcel") (collectively, the "Property").

B. Definitions:

Owners. The term "Owner" means, individually, and the term "Owners" means, collectively, Declarant and all future owners of the fee interest or any portion of the Property (whether such fee interest is obtained through a purchase from Declarant, through a purchase at a foreclosure sale or trustee's sale or through a deed in lieu of foreclosure, or otherwise) and their successors and assigns.

Parties. The term "Party" or "Parties" means any of the Declarant and Owners as context dictates.

C. Declarant has agreed to impose upon the Property these covenants and conditions for the benefit of the Property.

NOW, THEREFORE, Declarant declares that the Property is subject to the following covenants, conditions, and restrictions, which run with the Property and bind all parties having right, title, or interest in or to such portion of the Property or any part, their respective heirs, successors, and assigns, and which inure to the benefit of each Owner. Each contract, deed or conveyance of any kind conveying all or a portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions, and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance.

SPECIFIC AGREEMENTS AND RESTRICTION

1. Recitals Incorporated. The above Recitals and all terms defined therein are incorporated into this Restrictive Covenant for all purposes.

2. A. Unified Ownership. Parcel One and Parcel Two shall be jointly owned. If either Parcel is conveyed separately of the other Parcel, then the rights in and to Parcel Two shall terminate, as set forth in that Declaration of Covenants, Conditions, and Restrictions covering the Property, recorded by Declarant on or about the date of recording of this Restrictive Covenant (the "Declaration").

- B. Unified Management. The Marin House and the Sanchez House shall be jointly managed. If either the Marin House or Sanchez House is managed by any person or entity, who is not Declarant, successor Declarant, or a subordinate agent to Declarant or its successor, then the all rights in and to Parcel Two under paragraph 5. in the Declaration shall terminate.
- C. Effect of Termination. If the right, under paragraph 5. of the Declaration terminates under subparagraph A. or B. above, all development and use rights in Parcel Two shall revert to those set forth in the City Comprehensive Land Use Plan and implementing Land Development Regulations at the time of termination.
3. Joint Access. Joint access must be provided between Parcel One or Parcel Two. No change of any aspect of the Property may interfere with the joint access. Each Owner shall be responsible and liable for maintaining the Owner's property contained within the access area in such a manner as to provide the required joint access.
4. Parking. The Owner of Parcel One shall provide and shall ensure all parking for Parcel Two is maintained as required by the Declaration. In this Restrictive Covenant, this means that the parking must serve Parcel Two. No change of any aspect of the Property may interfere with this parking agreement between the Parcels. Each Owner shall be responsible and liable for maintaining the Owner's property and any other property within the control of that Owner to allow the required parking for Parcel Two.
5. Breach Does Not Permit Termination; Exception. Notwithstanding anything to the contrary contained herein, no breach of this Restrictive Covenant entitles any of the Parties to cancel, rescind, or otherwise terminate this Restrictive Covenant, but such limitations do not affect in any manner any other rights or remedies hereunder by reason of any breach of this Restrictive Covenant. Notwithstanding this paragraph 5., termination shall occur only pursuant to the terms of paragraph 2., although the right to enforce paragraph 2. shall survive termination pursuant to that paragraph.
6. Excusable Delays. Whenever performance is required of either or both of the Owners, the Owner(s) shall use all due diligence to perform and take all reasonable and necessary measures in good faith to perform within a reasonable time; provided, however, that if completion of performance is delayed at any time by reasons of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or material, damage to work in progress by reason of fire or other casualty, or any other cause beyond the reasonable control of the Owner for performance as herein specified will be extended by the amount of delay actually so caused.
7. General Provisions.
- A. (1) Inurement. This Restrictive Covenant and the restrictions created hereby inure to the benefit of and bind Declarant, Owners, and their

successors and assigns. When an Owner conveys all or any portion of the Property, that former Owner will thereupon be released and discharged from any and all further obligations, if any, under this Restrictive Covenant that it had in connection with the Property conveyed by the former Owner from and after the date of recording of such conveyance, but no such sale releases that former Owner from any liabilities, if any, actual or contingent, existing as of the time of such conveyance.

(2) The City of St. Augustine ("City") is an intended third-party beneficiary of this Restrictive Covenant, with rights to enforce the Restrictive Covenant's terms in code enforcement, law, or equity, at the City's discretion.

- B. Duration. Unless modified, amended, or terminated in accordance with its terms, this Restrictive Covenant remains in effect in perpetuity.
- C. Non-Merger. This Restrictive Covenant will not be subject to the doctrine of merger, even though the underlying fee ownership of the Property, or any parts thereof, is vested in one party or entity.
- D. Severability. The provisions of this Restrictive Covenant must be deemed to be independent and severable, and the invalidity or partial invalidity of any provision or portion hereof does not affect the validity of enforceability of any other provision.
- E. Entire Agreement. This Restrictive Covenant, and the exhibits attached hereto, contain all the representations and the entire agreement between the Parties to this Restrictive Covenant with respect to the subject matter hereof. Any prior correspondence, memoranda, or agreements are superseded in total by this Restrictive Covenant and the exhibits attached hereto. The provisions of this Restrictive Covenant will be construed as a whole according to their common meaning and not strictly for or against any Owner.
- F. Captions. The captions preceding the text of each section and subsection hereof are included only for convenience of reference and will be disregarded in the construction and interpretation of this Restrictive Covenant.
- G. Governing Law; Place of Performance. This Restrictive Covenant and all rights and obligations created hereby will be governed by the laws of the State of Florida. This Restrictive Covenant is performable only in the county in Florida where the Property is located, i.e., St. Johns County.
- H. Notices. Any Notice to the Declarant, any of the Owners, or the City must be in writing and given by delivering the same to such recipient in person, by expedited, private carrier services (such as Federal Express) or by

sending the same by certified mail, return receipt requested, with postage prepaid to the intended recipient's last known mailing address. All notices under this Restrictive Covenant will be deemed given, received, made, or communicated on the date personal delivery is effected or, if mailed, on the delivery date or attempted delivery date shown on the return receipt.

- I. Negation of Partnership. None of the terms or provisions of this Restrictive Covenant will be deemed to create a partnership between or among the Declarant, any Owner, or the City in their respective businesses or otherwise; nor will it cause them to be considered joint ventures or members of any joint enterprise.
- J. Enforcement. If any person, persons, corporation, or entity of any other character, violates or attempts to violate this Restrictive Covenant, it will be lawful for the City or for any Party, or that Party's beneficiaries, successors and assigns, to prosecute code enforcement, proceedings at law, or in equity, against the person or entity violating or attempting to violate this Restrictive Covenant and to prevent said person or entity from violating or attempting to violate such covenant. The failure at any time to enforce this Restrictive Covenant, whether any violations hereof are known or not, does not constitute a waiver or estoppel of the right to do so.
- K. Modification and Amendment. This Restrictive Covenant may only be modified or amended upon the filing of a written modification or amendment document in the real property records of the Florida county in which the Property is located, executed, acknowledged, and approved by (a) the City of St. Augustine; (b) all of the Owners of the Property at the time of the modification or amendment and (c) any mortgagee holding first lien security interests on any portion of the Property. No termination is effective except as set forth in paragraph 2. and in the Declaration.

IN WITNESS WHEREOF, the Declarants have set their hands under seal on the days and year set forth below.

DECLARANTS:

Sandy L. Wieber

Michael S. Wieber

STATE OF FLORIDA)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by Sandra L. Wieber and Michael S. Wieber, husband and wife, who are personally known to me or have produced _____ as identification.

Notary Public

(NOTARY SEAL)

EXHIBIT "A"

Marin House Parcel

ALL OF LOTS 1, 1-A, AND 2, BLOCK 22, ACCORDING TO THE OFFICIAL MAP OF ST. AUGUSTINE, FLORIDA, DATED JUNE 12, 1923, ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, ST. JOHNS COUNTY, FLORIDA.

EXCEPTING THE PORTION CONVEYED BY DEED RECORDED IN OFFICIAL RECORDS VOLUME 171, PAGE 255 THROUGH 258, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PART OF LOTS 1, 1-A, AND 2, BLOCK 22, ACCORDING TO THE OFFICIAL MAP OF ST. AUGUSTINE AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1-A FOR THE POINT OF BEGINNING; THENCE SOUTH 17 DEGREES 57 MINUTES WEST 24.83 FEET ALONG THE EAST LINE OF SAID LOT 1-A; THENCE NORTH 68 DEGREES 58 MINUTES WEST 97.18 FEET; THENCE SOUTH 18 DEGREES 33 MINUTES WEST 5.86 FEET; THENCE NORTH 68 DEGREES 08 MINUTES WEST 9.11 FEET; THENCE SOUTH 21 DEGREES 30 MINUTES WEST 11.84 FEET; THENCE NORTH 69 DEGREES 28 MINUTES WEST 30.63 FEET TO A POINT ON THE WEST LINE OF ABOVE MENTIONED LOT 2; THENCE NORTH 20 DEGREES 00 MINUTES EAST 56.36 FEET ALONG THE WEST LINE OF LOTS 2 AND 1 TO THE NORTHWEST CORNER OF LOT 1; THENCE SOUTH 63 DEGREES 05 MINUTES EAST 137.15 FEET ALONG THE NORTH LINE OF LOTS 1 AND 1-A TO THE POINT OF BEGINNING.

EXHIBIT "B"

Sanchez House Parcel

A PARCEL OF LAND BEING A PART OF LOTS 1, 1-A AND 2, BLOCK 22, ACCORDING TO THE OFFICIAL MAP OF ST. AUGUSTINE AND MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1-A FOR THE POINT OF BEGINNING; THENCE SOUTH 17 DEGREES 57 MINUTES WEST, 24.83 FEET ALONG THE EAST LINE OF SAID LOT 1-A; THENCE NORTH 68 DEGREES 58 MINUTES WEST 97.18 FEET; THENCE SOUTH 18 DEGREES 33 MINUTES WEST 5.86 FEET; THENCE NORTH 68 DEGREES 08 MINUTES WEST 9.11 FEET; THENCE SOUTH 21 DEGREES 30 MINUTES WEST 11.84 FEET; THENCE NORTH 69 DEGREES 28 MINUTES WEST 30.63 FEET TO A POINT ON THE WEST LINE OF ABOVE MENTIONED LOT 2, THENCE NORTH 20 DEGREES 00 MINUTES EAST 56.36 FEET ALONG THE WEST LINE OF LOTS 2 AND 1 TO THE NORTHWEST CORNER OF LOT 1; THENCE SOUTH 63 DEGREES 05 MINUTES EAST 137.15 FEET ALONG THE NORTH LINE OF LOTS 1 AND 1-A TO THE POINT OF BEGINNING.

ITEM 7.A.2.
Request for Marker

APPLICATION FOR PLACEMENT OF MONUMENTS, PLAQUES & MEMORIALS

NAME OF APPLICANT: Regina Gayle Phillips, Community Remembrance Committee, St. Augustine

MAILING ADDRESS: 259 Pintoresco Drive, St. Augustine, FL 32095

TELEPHONE NUMBER: (205) 826-0609

E-MAIL ADDRESS: gayphil@att.net

STATEMENT OF SIGNIFICANT HISTORICAL, CULTURAL OR CIVIC CONTRIBUTIONS TO, OR ACTS OF PATRIOTISM AND BRAVERY RELATING TO, THE CITY OF ST. AUGUSTINE:

Fills the historical gap between the civil war and civil rights movement

Explains Jim Crow Era attitudes that led to unconstitutional laws

Part of a national narrative to acknowledge the victims of lynching from 1897-1950

Provides educational opportunities to help the healing process in race relations

AGREEMENT BY APPLICANT TO PAY THE COST OF CONSTRUCTION, PLACEMENT AND ANY REPAIRS REQUIRED FOR THE PLAQUE, MEMORIAL OR MONUMENT:


SIGNATURE OF APPLICANT

8-14-19

DATE

- ❖ PER SEC. 22-9 OF THE CODE OF THE CITY OF ST AUGUSTINE, THE CITY MANAGER WILL REVIEW THIS APPLICATION AND PROVIDE A RECOMMENDATION TO THE CITY COMMISSION AS TO THE SUITABILITY OF PLACEMENT OF THE PLAQUE, MEMORIAL OR MONUMENT DESCRIBED HEREIN. THE CITY COMMISSION HAS THE FINAL DECISION MAKING AUTHORITY REGARDING PLAQUES, MEMORIALS AND MONUMENTS.
- ❖ NO PLAQUE, MONUMENT OR MEMORIAL WILL BE RECOMMENDED TO THE CITY COMMISSION BY THE CITY MANAGER FOR PLACEMENT IN THE CITY COMMONS OTHERWISE KNOWN AS THE PLAZA DE LA CONSTITUCION, UNLESS THE PLAQUE, MONUMENT OR MEMORIAL COMMEMORATES A SIGNIFICANT ACTIVITY OR EVENT WHICH OCCURRED PRIOR TO FEBRUARY 22, 1821 OR UNLESS THE PLAQUE, MONUMENT OR MEMORIAL COMMEMORATES THE SERVICE TO THE CITY OF CITIZENS LEADING AND PARTICIPATING IN THE CIVIL RIGHTS MOVEMENT IN ST AUGUSTINE.
- ❖ ABSENT UNUSUAL CIRCUMSTANCES, WHICH WILL BE SET FORTH IN THE CITY MANAGER'S RECOMMENDATION, ANY OTHER RECOMMENDATION WILL BE FOR PLACEMENT OF A PLAQUE, MEETING UNIFORM STANDARDS PROMULGATED BY THE CITY MANAGER, ON THE INTERIOR LOGGIA COLUMNS OF THE ALCAZAR HOTEL BUILDING.
- ★ **APPLICANT MUST ATTACH TO THIS APPLICATION A PHOTOGRAPH OR ARTISTIC RENDERING OF THE MONUMENT, PLAQUE OR MEMORIAL AND ANY PROPOSED TEXT.**
- ★ **IF ARTWORK IS BEING DONATED, COMPLIANCE WITH RESOLUTION 2009-03 IS ALSO REQUIRED.**

Community Remembrance Committee for Isaac Barrett Marker

1. An historic marker on the lynching of Isaac Barrett is intended to commemorate a part of St. Augustine and American history that covers a gap in history between emancipation and civil rights.
2. It addresses a period from 1880 through 1950 which covers the end of Reconstruction and the rise of Jim Crow laws and vigilante justice which led to the lack of due process for thousands of citizens who were in many cases wrongfully accused and subjected to mob rule without as much as a public hearing before a court of law.
3. Although Isaac Barrett was hanged near the St. Johns River, all newspaper datelines from June 1897 read St. Augustine, FL. The river was the main entry point into the city by way of riverboat and stagecoach into the city center.
4. This marker can be used as a teaching tool on this dark period of our history with the intent to bring about greater understanding of past racial terrorism and promote greater diversity and equity of all people in our community. It is not meant to divide, but to promote unity through education on why we should avoid returning to ideals of a segregated society.

NEGRO LYNCHED IN FLORIDA.

He Attempted to Murder the Family
of His Employer and Commit
an Assault.

ST. AUGUSTINE, June 5.—Much excitement exists to-night over the report of the lynching of a negro named Isaac Barrett, near Orange Dale, in this county, early yesterday. Barrett worked for a man named Hewson, and, according to reports, he attempted to murder the family and assault the daughter. Hewson's family consisted of himself, wife, two young children, and a girl of eighteen, named Maggie.

Thursday night about 10 o'clock some one entered the house and brutally assaulted Mr. and Mrs. Hewson, beating them with a club most cruelly.

The little boy, aged ten, awakened by the noise, then came running into the room, and the man knocked him down with a terrible blow over the head, cracking his skull. The girl's room was then entered, and she was attacked. Hearing a noise, the man became alarmed and, jumping through a window, fled. Maggie, as soon as she recovered her senses, attended to her parents. The room was a frightful scene. Blood was over the bed, on the walls, and on the floor. Her parents and the boy seemed dead. Just then Barrett walked in innocently, and asked if he could help, stating that he had heard a noise and thought there might be something wrong. He aided the distracted girl and then went for help.

This morning an examination showed that the tracks under the window lead to Barrett's cabin, and he was arrested. Two men put him in a wagon and started to carry him to the County Justice for examination. On the way Barrett managed to secure their shotgun, and, jumping from the wagon, covered them with it and compelled them to retrace their steps and move toward the river. Several people were met later on, and, his attention being caught, one of the men jumped on him, and soon he was pinioned and tied. Half a mile further on a mob stopped the wagon and without a word took Barrett out.

They were all masked and well armed. Barrett lost his nerve and begged for protection, but the leader waved his gun at the men in the buggy, and they moved off.

Barrett's cries could be heard as the mob moved into the forest, and finally died out. It was reported this afternoon that he was hung to an oak tree shortly after being captured. After he was seized the second time he confessed his deeds, and admitted that he tried to kill the Hewson family. His confession was reduced to writing, and he signed it. The Hewsons are badly hurt, especially the boy.

Late to-night it was reported that the boy and his mother were dead. Mr. Hewson was terribly beaten about the head, and he lost much blood. The girl was severely bruised, but not hurt badly. The people in that section are greatly excited over the murder, and the negroes are stirred up over the lynching. Barrett was called a steady man, and had worked for Hewson some time. Sheriff Davis and a posse left here to-night to go to the scene of the tragedy. They will make a thorough investigation.

 **ST. JOHNS COMMUNITY
REMEMBRANCE BOARD**

June 27, 2019

Dear Commissioners,

In 1897, Isaac Barrett was an employee and lived on the property of the Hewson family, victims of a bloody and heinous beating. According to historical reports, the night of the attack, Isaac heard cries for help coming from the Hewson home and ran to help and waited with the family until help came the next day. When the sheriff arrived, they found the entire Hewson family; son, daughter, mother, and father, were covered in blood, but Isaac Barrett was clean. The mother and daughter gave statements regarding the attack, and according to the sheriff, Isaac signed a statement confessing to the beating of the family and the murder of Mr. Hewson.

Isaac Barrett was subsequently charged with the attack and taken into custody. While on the way to jail, an angry hooded mob stole him away from the sheriff and strung him from a tree near Shands Pier Road by the St. Johns River. Barrett never got due process, like more than 4,000 other black men, women, and children lynched between 1865 and 1950 in America.

The Equal Justice Initiative (EJI) Community Remembrance Project finally gave Barrett some semblance of a gravestone this past October. It worked with local community leaders to install a marker at the site of his death as part of a larger memorial to black lynching victims across the south. Within 24 hours of being installed that the marker was stolen, even before it was officially dedicated. It is the only one out of more than 200 to disappear.

The EJI has made a replacement marker, and the St. Johns Community Remembrance Committee wishes to have it placed in Plaza de la Constitución in downtown St. Augustine. We feel the plaza is a safer and more appropriate place for the marker because of what it represents and the security of the location.

The plaza is the most appropriate place because:

- It is under tight 24-hour security and hosts many other historical monuments; therefore, the lynching monument would be safe in the plaza.
- There is no place in the city of St. Augustine that brings our community together like Plaza de la Constitución. From June weddings and the best Fourth of July fireworks outside of a theme park to the Nights of Lights and community gatherings, locals and visitors are drawn to the plaza. What better place to proclaim our acknowledgment of a darker time in our civil rights history while celebrating a unified message of “never again”?

 **ST. JOHNS COMMUNITY
REMEMBRANCE BOARD**

- Before the Civil War, patrols met on the plaza to make sure city streets were clear of slaves at night. Slaves were publicly whipped, bought, and sold in the pavilion that served as a slave market before the Civil War, says local historian David Nolan.
- Demonstrations in downtown Saint Augustine against racial segregation helped lead the way to passage of the 1964 Civil Rights Act, says Nolan. Peaceful demonstrations against racial segregation in downtown Saint Augustine in the 1960's were met with Ku Klux Klan members wearing white robes and crowds of white supremacists spewing hateful invectives in the Plaza de la Constitución. During that time, Martin Luther King, Jr. was arrested downtown near the plaza. News organizations around the country portrayed St. Augustine as a hotbed of ignorance and hate. King described St. Augustine as "the most lawless city I have ever seen". White supremacists waged an unrelenting terror campaign against black activists. In Lincolnton, drive-by shootings and fire bombings were common. A posse of Klansmen known as the Ancient City Hunting Club and led by Holsted "Hoss" Manucy had been deputized to help local police. Ultimately, the unrest in St. Augustine led to the passage of the 1964 Civil Rights Act.
- The St. Johns River at that time was the main entry point to the City of St. Augustine by riverboats.
- The lynching of African Americans was to intimidate community from demanding Civil Rights and Equality while promoting white supremacy. We need to recognize this truth and what the impacts were to communities in history.
- Promote St. Augustine's Civil Rights history as St. Augustine was added this year to U.S. Civil Rights Trail by Visit Florida. This is an opportunity to tell the complete story of St. Augustine past and embrace Civil Rights tourism in the heart of St. Augustine.
- To bring truth and reconciliation to our community regarding race relations. Foster healing of the racially divided community.

We ask city officials to help us show the world that Saint Augustine is a forward-thinking place, home to educated people willing to learn from the painful lessons of history. Acknowledging the truth will put the city and nation closer to reconciliation and healing from a past of racial injustice.

Sincerely,

St. Johns Community Remembrance Board

The logo features the letters 'eji' in a stylized red font, where the 'j' has a horizontal bar extending to the left.

**ST. JOHNS COMMUNITY
REMEMBRANCE BOARD**

Gayle Phillips
Floyd Phillips
Mary Cobb
Trish Becker
Sue Agresta
Mike Konopacki
Professor Michael Butler
Professor Chris Moser
Nichol Sparrow
Valerie Roback
Hasani Malone
Mary Lawrence
Ed Slavin
Sydney Jamieson Tucker
Jaime Perkins
Andrea De George
Laurie Holcomb
Kay Eilbert
Pam Linder
Andrea Clark
Lily Paterson

June 24, 2019

Dear Commissioners of the City of St. Augustine:

Hello. My name is Evan Milligan and I would like to support the St. Johns Community Remembrance Board in their request to install the historical marker memorializing Mr. Isaac Barrett in the Plaza de la Constitucion.

As a program manager here at the Equal Justice Initiative (EJI), I often engage with community coalitions and elected officials interested in supporting our efforts to confront this country's legacy of racial injustice. In April 2018, here in Montgomery, we opened the Legacy Museum and the National Memorial to Peace and Justice, two sites that invite visitors to explore connections between past and current human rights challenge, particularly regarding the intersection of race and poverty. To date we have welcomed over 500,000 visitors and received strong support from leading historical and cultural institutions here in the United States.

We also recognize that many community members will never have the opportunity or desire to travel to Montgomery. In response to this awareness, we partner with community coalitions through our Community Remembrance Project to create local opportunities for people to engage this history. We have helped facilitate hundreds of soil collections at lynching sites around the country, and have also installed fifteen historical markers in nine different states. We are scheduled to install several more over the next few months. Each of these markers tells the story of an African American person lynched in the county between 1877 and 1950, a period of time that our research notes as distinct both because of the scale of violence directed at black Americans - over 4,400 known victims - and also due to the lack of government prosecution of those responsible for perpetrating or ignoring this violence.

We believe that Americans have an opportunity to become stronger in our relationships to each other and our commitment to democracy by learning to confront this painful history rather than acting as if it did not take place. We believe the process of memorializing victims long ignored by history is most appropriate when it unfolds in public spaces, as racial terrorism was specifically facilitated in public spaces and was often ignored by public institutions charged with preventing or investigating these acts. We also believe that the public memorialization process helps create a space for conversation that can be educational and empowering for many community members, even those who might currently feel disconnected from the political process.

Last October, thanks to the leadership of the St. Johns County Community Remembrance Board, particularly Ms. Gayle Phillip and Ms. Mary Cobb, St. Johns County became the first county in Florida to authorize installation of a historical marker associated with our project. This marker memorialized Mr. Isaac Barrett, who was lynched in June 1897. As is routine with our marker installations, we worked with the local coalition to facilitate a high school essay competition in

conjunction with planning for the marker unveiling ceremony. On October 20, the five teenage essay contest finalists gathered with our staff, the coalition members, and over a hundred St Johns County residents and other Floridians on Shands Pier Road in northwest St Johns County to commemorate the marker. Unfortunately, we found that the cast iron marker had been vandalized and stolen the previous night, moments after its installation. Despite the interruption, we proceeded with the unveiling event, distributed over \$5,000 in scholarships to the high school students, and ensured that the community members had an opportunity to hear Mr. Barrett's story and reflect on the connection of his story to their own lives and social commitments.

Our organization was already impressed by the cooperative leadership style and sincerity of the St. Johns Community Remembrance Board leaders. Watching their response to the assault on a moment they had spent over a year cultivating revealed a new depth to their resilience and ability to inspire others. We quickly ordered a replacement for the original marker and that replacement has been there in St. Augustine since early January of this year. The Board members have worked diligently to seek and include the input of community members in discussions about where to install the replacement marker. Collectively, they have declared that the Plaza de la Constitucion should serve as home for this marker.

No other Community Remembrance Project partner has experienced the strangely ironic assault that these St. Augustine residents have experienced. We are motivated by their commitment to the community. These St. Augustine residents have worked, researched, sacrificed, and then when knocked down, have found the strength to begin again. They believe that this marker offers those who live in and visit St. Johns County an important opportunity for growth. We hope that you would also recognize the value of this opportunity and that you would grant them authorization to install the marker there in the Plaza de la Constitucion. In addition to the student scholarships, EJI funded the production and shipment of both markers, and is willing to underwrite the cost of physical installation in the Plaza if necessary. Thus, your authorization could be granted at no cost to the public treasury.

Please consider and feel free to contact me with any questions or concerns. Thank you very much for your time.

Sincerely



Evan Milligan

Program Manager
Equal Justice Initiative
122 Commerce Street
Montgomery, AL 36104
Cell: 334-590-1702
www.eji.org

“NEGRO LYNCHED IN FLORIDA, St. Augustine, June 5”, read the headline of an article published in the June 6, 1897 edition of *The New York Times* reporting the incident of Isaac Barrett ‘s hanging by a mob without due process of law on the suspicion of bludgeoning the white family for which he worked. (1) (NYT article)

Although Isaac Barrett was hanged near the St. Johns River, all newspaper datelines from June 1897 read St. Augustine, FL. The river was the main entry point into the city by way of riverboat and stagecoach into the city center.

In 2018, 121 years later, the Equal Justice Initiative dedicated the **National Memorial for Peace and Justice** in Montgomery, Alabama documenting 4,400 African American men, women and children who were hanged, burned, drowned or beaten to death during the Jim Crow reign of racial terror from 1877-1950. These “martyrs” of white supremacist violence are the unsung forbears of the Civil Rights movement. For without their extreme suffering, African American men, women and children might never have risked their lives, their freedom and all they had, to demand justice and equal rights during the 1960’s. (2) (pic of Montgomery Memorial)

An historic marker on the lynching of Isaac Barrett is intended to commemorate a part of St. Augustine and American history that covers a gap in history between emancipation and civil rights.

To honor these victims and educate communities in which lynchings occurred, EJI inaugurated a **National Remembrance Project**. 2 jars of soil were to be collected from the base of each hanging tree, identified and shared with Equal Justice and the local community. This jar of soil from Mr. Barrett’s “tree” will reside in the Lincolnville Museum. (3) (pic of people holding jars)

St. Augustine’s **Community Remembrance Project** included a school essay contest with \$5,000 in scholarships awarded. EJI also supports local communities by assisting with the creation of local markers to share the truth and thereby start the reconciliation process. (4) (pic of kids with plaques)

And so Barrett’s story was engraved on a marker and placed by St. Johns County under an oak tree where the lynching is believed to have occurred. At the time, of the lynching, Shands Pier in Orangedale was once the entry point for many visitors to St. Augustine who came by riverboat. Less than 36 hours after it was installed, it was discovered the marker had been stolen from this now-remote area. A paper marker was hastily constructed to prepare for a schedule dedication. Again, justice for Mr. Barrett was brutally ripped away. (5) (pic of ceremony)

A new marker has been made, but the question remains where to place it. The St. Augustine Community Remembrance Committee, which includes Regina Gayle and Floyd Phillips, executive director and board president of the Lincolnville Museum, plus students and faculty of Flagler College, Mary Cobb and Trish Becker of the Women's March, and others have been working to find a safer location for the marker. It was determined for several reasons that the Plaza de Constitucion, would be most appropriate. (6) (pic of marker)

-- The marker would be safe under St. Augustine's watchful eye.

--Its presence would add a missing piece of the history "told" by the myriad of markers in the Plaza. (7) (pic of Plaza & monuments)

Why hasn't this history been told? One reason it's omitted is the City's application for considering memorial placement in the Plaza specifies only events happening prior to 1821 when Florida became a territory of the United States, *or much later*, during the Civil Rights movement in the early 1960's. (Although the Civil War monument is one among almost half the monuments in the Plaza that do *not* follow this dictum.)

It addresses a period from 1880 through 1950 which covers the end of Reconstruction and the rise of Jim Crow laws and vigilante justice which led to the lack of due process for thousands of citizens who were in many cases wrongfully accused and subjected to mob rule without as much as a public hearing before a court of law.

It is clear that trying to excise the tumultuous eras before, during and after the Civil War and Jim Crow is a vane attempt to exclude history that ***St. Augustine has not wanted to share***. This kind of "white-washing" the narrative continues to make African Americans uncomfortable in their own city. As one young West Augustine woman explained, "I don't go East of Route 1—neither do any of my neighbors, why would I?" She's a young, well-educated African American woman, engaged in her community—she pays her taxes, yet would be uncomfortable in her own City. Let that sink in for a minute. So, I would say:

--The most important reason to place the marker in the Plaza is: its presence shows our willingness to publicly ***recognize and acknowledge*** the true brutality unleashed on our African American citizens.

This will become a visible teaching tool about a dark part of our history and lead to public discussion and reconciliation. As Bryan Stevenson Founder of Equal Justice states, "***Acknowledging this truth*** is a first step in reversing the racism that imprisons us all." (8) (just bold/ital. verbiage)

Of course, the question is:

Can a memorial for a lynched Black man exist beside a Confederate Monument? (headline for slide 9)

Having faced that situation in Montgomery, EJI's Stevenson muses:

"A grassy hillock rises in the middle of the memorial. From here you can see the Montgomery skyline through the thicket of hanging columns, the river where the enslaved were sold and the State Capitol building that once housed the Confederacy, whose monuments the current Alabama governor has vowed to protect. It is a striking view. But Mr. Stevenson pointed out that when standing here, you are on view as well, faced on all sides by the names of the thousands who were run down, instantly judged and viciously put to death."

He continues, **"people do not want to admit wrongdoing in America...because they expect only punishment...I'm not interested because I want to punish America, I want to liberate America."** (10) (quote)

In the same way, let us seek reconciliation and **liberate our City by sharing Mr. Barrett's history as an essential part of our own by erecting this marker in the Plaza de Constitucion.**

This marker and its context can be used as a teaching tool on this dark period of our history with the intent to bring about greater understanding of past racial terrorism and promote greater diversity and equity of all people in our community. It is not meant to divide, but promote unity through education on why we should avoid returning to ideals of a segregated society.

EJI's Racial Justice Essay Contest winner for St Johns County, Julianna Chicerelli from Bartram Trail High School: Free Is Never Given.

EJI sponsors essay contests for high school students in counties where EJI is placing historical markers to memorialize victims of lynching. Students in grades 9-12 enter essays about our nation's history of racial inequality, and the winners are announced in conjunction with the dedication of the marker in their county. Each contest provides \$5000 in scholarships for college. The winners are Joshua Zalkan, Shelby McMullin, Adam Smakula, Emily Kim, and first place winner Julianna Chicerelli.

Juli Chicerelli

Ms. Ramsay

ENC1101

30 Sept 2018

Freedom is Never Given: Methods of protest reflected in modern paradigms

The year is 1963. Hundreds of thousands of demonstrators congregate at the steps of the Washington Monument to advocate for Black rights, both civil and economic. The year is 2014. Hundreds of activists participate in a protest in Ferguson, Missouri to call attention to the shooting of Michael Brown by a police officer. Both of these marches were peaceful and nonviolent, but the former was venerated while the latter is condemned. The retroactive adjustment of the truth of Black people in protest continues to shape our views of demonstration and its participants.

The methods of Black protesters such as Martin Luther King Jr. and Malcolm X and their followers in the era of the civil rights movement shaped the views of Americans on what demonstration should look like. On one hand, Martin Luther King Jr. preached peace above retribution: "Nonviolence is a powerful and just weapon, which cuts without wounding and ennobles the man who wields it. It is a sword that heals." On the other hand, Malcolm X once said, "A revolution is bloody. Revolution is hostile. Revolution knows no compromise. Revolution overturns and destroys everything that gets in its way. And you, sitting around here like a knot on the wall, saying, 'I'm going to love these folks no matter how much they hate me.' No, you need a revolution." Their contrary opinions were divisive and created much disunity among Black activists of the time, though we do not remember this to be the case. Public mind,

Hooker asserts, has edited the civil rights movement into “a romantic narrative [...] that results in a teleological account of racial progress and the perfectibility of US democracy,” instead of what it really was: an unending struggle for respect and equality (456). In fact, the revision of this history does much to eliminate the idea that Black activists were far divided on the processes of protest, as represented by the King-X dichotomy, in order to “foreclose other (possibly more radical) forms of black politics, and pre-emptively [delegitimize] them,” (Hooker 458). This false narrative allows those against modern Black protests to contrast the (in their eyes) unfavorable actions with the adjusted truth and find contemporary demonstrations lacking.

Another prominent example of Black people in protest is the controversial Black Lives Matter movement. According to Clayton, the campaign began to call attention to the unjust deaths of Black people at the hands of law enforcement. The movement, started by Alicia Garza, Patrisse Cullors, and Opal Tometi, has faced criticism for its violent associates. In 2014, a supporter killed two police officers in New York City and claimed the action as retribution for Eric Garner and Michael Brown’s deaths earlier that year (Clayton 453-455). Leaders, such as Rashad Turner, have “denounced the violent protesters” of their regions, Turner stating, “There are other ways to channel that anger,” (Sanburn). Black protesters are not ignorant of the perpetual comparison to historical dissidents; activists have organized Freedom Rides evocative of those of 1961 (Clayton 454) and use ideology developed during the civil rights era. Yet, Black Lives Matter has faced criticism “for failing to follow the (alleged) disciplined adherence to non-violence of earlier anti-racist struggles,” and its protesters for not complying with popular opinions of the appearance of “black respectability” (Hooker 456). Thus, the posthumous

modification of historical protest and philosophy has a direct effect on the efficacy of modern demurral.

Today, the public opinion of Black protesters is deeply rooted in the idealist fiction of the civil rights era. Communities dehumanize advocates and treat them with scorn for their unwillingness to acquiesce to the chimerical archetype of the pacifistic Black demonstrator. Even as they protest peacefully for rights, lingering animosity causes blame to be shifted to those attempting to incite change. Still, education and understanding have been and remain the most effective ways of counteracting prejudice. If an accurate narrative of the civil rights movement were widely known and accepted, in addition to a true understanding of the struggles of Black America, perhaps a more racially harmonious society could be achieved.

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NEGRO LYNCHED IN FLORIDA.

**He Attempted to Murder the Family
of His Employer and Commit
an Assault.**

ST. AUGUSTINE, June 5.—Much excitement exists to-night over the report of the lynching of a negro named Isaac Barrett, near Orange Dale, in this county, early yesterday. Barrett worked for a man named Hewson, and, according to reports, he attempted to murder the family and assault the daughter. Hewson's family consisted of himself, wife, two daughters and a son.

“NEGRO LYNCHED IN FLORIDA”

DATELINE:

St. Augustine, June 5, 1897

“Issac Barrett...was hung from an oak tree...”

The New York Times, June 6, 1897

1877-1950: 4,400 African Americans hanged, burned,
drowned or beaten to death





Guest Editorial: Why We Should Remember Lynching In St. Augustine

By REGINA GAYLE PHILLIPS • MAY 3, 2018

[Share](#)[Tweet](#)[Email](#)

A group of community activists gather for a prayer service and soil collection in April at the site believed to be where Isaac Barrett was hanged.

REGINA GAYLE PHILLIPS



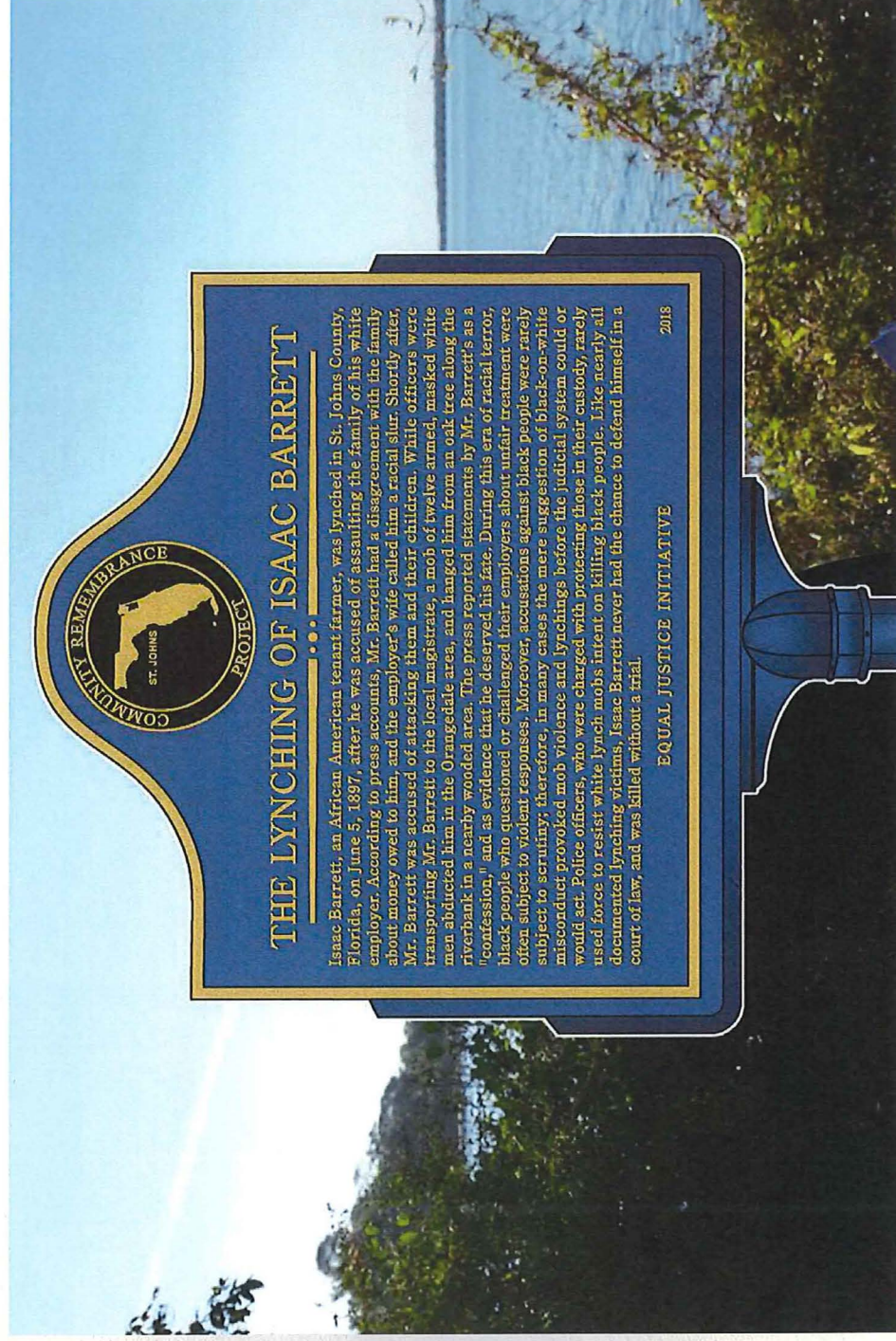
Justice is stolen again:

In less than 36 hours, Mr. Barrett's marker was taken by vandals.



A MARKER HAS BEEN MADE, BUT THE QUESTION REMAINS...

where to place it?



PLAZA DE LA CONSTITUCION

- ❖ The marker would provide visibility as a public space
- ❖ It would add a missing piece of our history





An historic marker on the lynching of Isaac Barrett is intended to commemorate a part of St. Augustine and American history that covers a gap in history between emancipation and civil rights.



It addresses a period from 1880 through 1950 which covers the end of Reconstruction and the rise of Jim Crow laws and vigilante justice which led to the lack of due process for thousands of citizens who were wrongfully accused and subjected to mob rule without as much as a public hearing before a court of law.



Although Isaac Barrett was hanged near the St. Johns River, all newspaper datelines from June 1897 read St. Augustine, FL.

The river was the main entry point into the city by way of riverboat and stagecoach into the city center.



This marker and its context can be used as a teaching tool on this dark period of our history with the intent to bring about greater understanding of past racial terrorism and promote greater diversity and equity of all people in our community. It is not meant to divide, but promote unity through education on why we should avoid returning to ideals of a segregated society.

RECOGNITION & ACKNOWLEDGMENT

“Acknowledging this truth is a first step in reversing the racism that imprisons us all.”

— Bryan Stevenson, Equal Justice Initiative

“People do not want to admit wrongdoing in America...because they expect only punishment...I’m not interested because I want to punish America, I want to liberate America.”

— Bryan Stevenson, Equal Justice Initiative

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: August 14, 2019

RE: **ORDINANCE 2019-15: GENDER NEUTRAL TERMINOLOGY**

Please find attached Ordinance 2019-15. Consistent with the City Commission's direction to our office regarding the amendments to the City Charter, we are presenting an ordinance to amend all sections necessary to include both genders and use gender neutral terminology.

Please place Ordinance 2019-15 on the regular City Commission agenda for second reading on August 26, 2019.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

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

ORDINANCE NO. 2019-15

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING THE CHARTER OF THE CITY OF ST. AUGUSTINE TO AMEND ALL SECTIONS NECESSARY TO PROVIDE GENDER NEUTRAL LANGUAGE THROUGHOUT; 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 make all language consistently gender neutral; 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 II, Sections 2.02 and 2.05. Part I, Article II, Sections 2.02 and 2.05 are hereby amended, as follows:

Sec. 2.02. - Powers generally; members to judge own elections, etc.; forfeiture of office on conviction of crime.

The city commission shall constitute the governing body of the city, with powers as hereafter provided, to pass ordinances, adopt resolutions and appoint an administrative officer to be known as the city manager and to exercise all other powers hereinbefore or hereafter provided. A quorum of the city commission shall consist of three commissioners, but a less number may adjourn from day to day to compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance and no legislative action on the part of the city commission shall be valid unless concurred in by a three-fifths vote of all the members of the city commission. The city commission shall be the judge of the election and the qualifications of its own members subject to review by the courts. Any member of the commission who shall be convicted of a felony or a crime involving moral turpitude while in office shall forfeit his or her office.

Sec. 2.05. - Forfeiture of office by commissioner losing qualifications.

Any commissioner who shall cease to possess any of the qualifications required under the six [four] preceding sections [§§ 2.01—2.04] shall forthwith forfeit his or her office.

Section 2. Amendment to Part I, Article III, Sections 3.02 and 3.05. Part I, Article III, Sections 3.02 and 3.05 are hereby amended, as follows:

Sec. 3.02. - General powers.

(...)

- (r) *Codification of ordinances.* The City of St. Augustine, Florida, shall have the power, and is hereby authorized, by and through its city commission, at any time, to appoint some person or persons and authorize ~~him or~~ them to arrange and codify the ordinances of said city and to publish such codification in an appropriate volume which shall become the laws of said city upon the adoption by ordinance duly passed by the city commission; and provided further, that in the exercise of the power by said commission to adopt said codification, it shall not be necessary to publish said codification, but the publication of the ordinance adopting the same shall be sufficient to make the codification of such ordinances binding as the laws of said city.

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 his or her own judgement in selecting the personnel of his or her administration. 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 3. Amendment to Part I, Article IV, Division 1, Section 4.02. Part I, Article IV, Division 1, Section 4.02 is hereby amended, as follows:

Sec. 4.02. - Investigation of departments, officers; process; procedure.

The city commission, or any committee thereof, the city manager or any advisory board appointed by the city commission for such purposes, shall have power at any time to cause the affairs of any department or the conduct of any officer or employee to be investigated and for such purpose shall have power to compel the attendance of witnesses and the production of books, papers and other evidence, and for that purpose may issue subpoenas or attachments which shall be signed by the president or chairman of the body or by the officer making the investigation, and shall be served by any officer authorized by law to serve such process. The authority making such investigation shall have power to cause the testimony to be given under oath, such oath to be administered by some officer

having authority under the law of the state to administer oaths; and shall also have power to punish as for contempt any person refusing to testify to any fact within his or her knowledge, or produce any book or papers under his or her control relating to the matter under investigation.

Section 4. Amendment to Part I, Article IV, Division 3, Section 4.09. Part I, Article IV, Division 3, Section 4.09 is hereby amended, as follows:

Sec. 4.09. - Election; powers and duties.

The commissioner elected to Seat Three shall serve as mayor and shall preside at all meetings of the commission and perform such other duties consistent with his or her office as may be imposed by it, and he or she shall have a voice and vote in the proceedings of the commission but no veto power. He or she may use the title of mayor in any case in which the execution of legal instruments of writing or other necessity arising from the general laws of the state so requires, but this shall not be considered as conferring upon him or her the administrative or judicial functions of a mayor under the general laws of the state. He or she shall be recognized as the official head of the city by the courts for the purpose of serving civil processes by the government in the exercise of military law and for all ceremonial purposes. He or she may take command of the police and govern the city by proclamation during times of grave public danger or emergency. The powers and duties of the mayor shall be such as are conferred upon him or her by the city commission in pursuance of the provisions of this Charter and no others. In the absence of the mayor, the other members of the city commission shall select one of their number to perform his or her duties.

Section 5. Amendment to Part I, Article IV, Division 4, Sections 4.10, 4.13 and 4.16. Part I, Article IV, Division 4, Sections 4.10, 4.13 and 4.16 are hereby amended as follows:

Sec. 4.10. - Appointment; qualifications; temporary manager during absence, etc.

The city commission shall appoint a city manager who shall be the administrative head of the municipal government under the direction and supervision of the city commission, and he or she shall hold office at the pleasure of the city commission. He or she shall be chosen solely on the basis of his or her executive and administrative qualifications, without regard to his or her political belief, and he or she need not be a resident of the city or state at the time of his or her appointment. During the absence or disability of the city manager, the city commission may designate some properly qualified person to temporarily execute the functions of the office.

Sec. 4.13. - Powers and duties generally.

The city manager shall be responsible to the city commission for the proper administration of all affairs of the city and to that end, his or her powers are and they shall be:

(...)

- (f) To recommend to the commission for adoption such measures as he or she may deem necessary or expedient in the interest of the city;

(...)

- (i) The city manager of the City of St. Augustine, Florida, or his or her designee, shall be the purchasing agent of said city by whom all purchases of supplies shall be made; and he or she shall approve all vouchers for the payment of same. In the capacity of

purchasing agent he or she shall also conduct all sales of personal property which has become necessary or unfit for the city's use. Competitive formal bids should be solicited for any single item which exceeds the purchase cost of five thousand dollars (\$5,000.00); provided, however, that when such formal bids have been received on public works construction contracts to be let by the city and they are in excess of the estimated construction costs as prepared by independent engineers or architects on behalf of the city then, and in that event, the city manager may, subject to approval of the city commission, negotiate the terms and conditions of such construction contracts with any qualified contractor, whether low bidder or otherwise, so as to bring the cost of the proposed contract within the engineers' and/or architects' estimate or the amount of money available to the city for such contract.

Sec. 4.16. - Additional duties.

The city manager shall manage and control all city owned public utilities operated and managed by the municipality, and the office of the city manager shall be charged with the management and operation of all public works and the regulation by ordinances of the city commission of all charitable and correctional institutions and agencies of the city, enforce all laws, ordinances and regulations relative to the preservation and promotion of public health; shall manage or inspect water, lighting, heating, power and transportation enterprises of the city; shall manage and control the use, construction, improvement, repair and maintenance of all recreational facilities of the city, including parks, playgrounds and public gymnasiums, bathhouses and social centers; ~~he~~ shall manage and supervise all public improvements, works and undertakings of the city, except as otherwise provided in this charter; ~~he~~ shall have charge of the construction, improvement, repair and maintenance of streets, sidewalks, alleys, lanes, bridges, viaducts, aqueducts, public highways, sewers, drains, ditches, culverts, streams, watercourses, and all public buildings; ~~he~~ shall manage and control market houses, crematories, sewerage disposal plants and farms, and ~~he~~ shall enforce all the obligations of privately owned or operated public utilities which are enforceable by the city; ~~he~~ shall have charge of the making and preservation of all surveys, maps, plans, drawings and estimates for such public work; the cleaning, sprinkling and lighting of streets and public places; the collection and disposal of wastes; the preservation of tools and appliances belonging to the city and pertaining to the functions of its several departments.

Section 6. Amendment to Part I, Article IV, Division 5, Sections 4.19 and 4.20. Part I, Article IV, Division 5, Sections 4.19 and 4.20 are hereby amended, as follows:

Sec. 4.19. - Special duties.

The city commission shall appoint a city attorney who shall act as the legal adviser to, and attorney and counselor for, the municipality and all of its officers in matters relating to their official duties. He or she shall prepare all contracts, bonds and other instruments in writing in which the municipality is concerned and shall endorse on each his or her approval of the form and correctness thereof and no contract with the municipality shall take effect until his or her approval is so endorsed thereon. He or she shall prosecute and defend for and in behalf of the city all complaints, suits and controversies in which the city is a party. He or she shall furnish the city commission, the city manager, the head of any department or any officer or board not included in any department his or her opinion on any question of law relating to their respective powers and duties.

Sec. 4.20. - Additional duties.

In addition to the duties specifically imposed under the preceding section he or she shall perform such other professional duties as may be required of him or her by ordinance or resolution of the city commission or as are prescribed for city attorneys under the general law of the state and which are not inconsistent with this charter and with any ordinance or resolution which may be passed by the city commission.

Section 7. Amendment to Part I, Article IV, Division 6, Sections 4.21 and 4.22. Part I, Article IV, Division 6, Sections 4.21 and 4.22 are hereby amended, as follows:

Sec. 4.21. - Appointment; duties generally.

There shall be a city clerk who shall be appointed by and serve during the pleasure of the city commissioners and who, under the supervision of the city manager, shall be director of the department of records. He or she shall attend all meetings of the city commission and shall keep a journal of its proceedings, the correctness of which proceedings as entered in such journal shall be certified to after each meeting by his or her signature and by the signature of the presiding officer of the city commission. He or she shall be the custodian of the seal of the city and of all records and papers of a general character pertaining to the affairs of a municipality. He or she shall attest to the signature of the mayor-commissioner on all contracts and other documents requiring such attestation.

Sec. 4.22. - Additional duties.

In addition to the duties specifically imposed under this Charter, the city clerk shall perform such other duties as may be required of him or her by ordinance or resolution of the city commission, as well as such as may be required by the city manager or of city clerks by the general laws of the state applicable to municipalities and not inconsistent with this Charter or with any ordinance or resolution passed by the city commission.

Section 8. Amendment to Part I, Article IV, Division 9, Section 4.44. Part I, Article IV, Division 9, Section 4.44 is hereby amended, as follows:

Sec. 4.44. - Composition; powers and duties generally of fire chief.

The fire force of the City of St. Augustine shall consist of a chief, who shall be a fire warden, and as many subordinate professional officers, professional ~~firemen~~ firefighters and employees, employed on a full time basis, as the city commission shall by ordinance determine is reasonably required to afford fire protection to the city. In determining the level of fire protection to be afforded, the city commission shall consider the recommendations of the Insurance Service Organization, the National Fire Protection Association, the fire chief, the city manager and the level of service afforded cities of a comparable size. The fire chief shall have exclusive control of the stationing and transfer of all ~~firemen~~ firefighters and other officers and employees constituting the fire force, subject to such rules and regulations as may be prescribed by city manager or by ordinance of the city; he or she shall have exclusive management and control of such officers and employees as may be employed in the administration of the affairs of his or her force. In case of riot, conflagration or like emergency, the city manager may appoint additional ~~firemen~~ firefighters for temporary service. The fire chief shall have, subject to the remaining portions of this charter, the right to suspend any officer or employee of the fire force because of incompetency, neglect of duty, drunkenness, failure to obey orders given by proper authority or for any other just or reasonable cause and shall immediately report the fact of such suspension to the city manager for final action.

Section 9. Amendment to Part I, Article IX, Sections 9.04, 9.05 and 9.06. Part I, Article IX, Sections 9.04, 9.05 and 9.06 are hereby amended, as follows:

Sec. 9.04. - Composition; chief to control force.

The Police Force of the City of St. Augustine shall consist of a chief of police and as many subordinate officers, ~~policemen~~ **officers** and employees, employed on a full time basis, as the city commission shall by ordinance determine is reasonably required to enforce the law. The chief of police shall have exclusive control of the stationing and transfer of all ~~patrolmen~~ **police officers** and other officers and employees constituting the police force, subject to the approval of the city manager and under such rules and regulations as the city commission may prescribe or as may be prescribed by the ordinances of the city.

Sec. 9.05. - Additional ~~policemen~~ **officers during emergencies.**

In case of riot or other grave emergency and during elections or similar occasions, the city manager may appoint additional ~~patrolmen and police~~ officers for temporary service. No person shall act as a special ~~policeman officer, special detective~~ or other ~~special police~~ officer for any purpose whatsoever, except on written authority of the city manager. Such authority shall be exercised only under the direction and control of the chief of police for a specified time.

Sec. 9.06. - Powers and duties generally of chief.

The chief of police shall attend all meetings of the city commission and aid in the enforcement of order under the direction of the presiding officer. He ~~or she~~ shall execute the commands of the city commission and all processes issued by authority thereof which shall be issued to him ~~or her~~ by the mayor. He ~~or she~~ shall perform such other duties appropriate to his ~~or her~~ office as may be imposed upon him ~~or her~~ by law, the ordinances of the city, and by direction of the city manager, consistent with this Act. He ~~or she~~ shall have the right to suspend any officer or employee of the police force because of incompetency, neglect of duty, immorality, drunkenness, failure to obey orders given by proper authority or for any other just and reasonable cause and he ~~or she~~ shall immediately report the fact of such suspension to the city manager for final action.

Section 10. Amendment to Part I, Article X, Section 10.045. Part I, Article X, Section 10.045 is hereby amended, as follows:

Sec. 10.045. - City attorney to represent board of trustees.

The city attorney shall give advice to said board of trustees in all matters pertaining to their duties in the administration of said municipal police officers' retirement trust fund whenever requested; and he ~~or she~~ shall represent and defend said board as its attorney in all suits and actions at law or in equity that may be brought against it, and bring all suits and actions in its behalf that may be required or determined upon by said board; provided, however, that if the board of trustees so elects, it may employ independent legal counsel at the pension fund's expense for the purposes contained herein, together with such other professional, technical, or other advisers as the board deems necessary.

Section 11. 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 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 12. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 13. 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 14. 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: August 14, 2019

RE: **ORDINANCE 2019-16: REMOVAL OF PROCEDURE FOR VACATING STREETS**

Please find attached Ordinance 2019-16. Consistent with the City Commission's direction to our office regarding amendments to the City Charter, we are presenting an ordinance to remove the procedures for street vacation from the Charter and instead codifying a procedure in the municipal code consistent with the procedures for other ordinance noticing and hearings.

Please place Ordinance 2019-16 on the regular City Commission agenda for second reading on August 26, 2019.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

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

ORDINANCE NO. 2019-16

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING THE CHARTER OF THE CITY OF ST. AUGUSTINE TO REMOVE THE PROCEDURE FOR VACATING STREETS; 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 remove the procedure for vacating streets in order to codify it into the City Code; 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. Repeal of Part I, Article XIII, Section 13.06. Part I, Article XIII, Section 13.06 is hereby repealed in its entirety, as follows:

~~Sec. 13.06. Procedure for vacating streets.~~

~~The city commission in vacating any street or part of street or changing the name of any street, may include in one ordinance the change of name or vacation or narrowing of more than one street, avenue or alley, but before vacating any street or part thereof, or narrowing any street, the commission shall first pass a resolution declaring its intention to do so. Personal service, the same as in the civil actions, shall be made upon all persons whose property abuts upon the portion of the street affected by the proposed vacation or narrowing and by publication once in one daily newspaper of general circulation in the city as to all the persons who cannot be personally served. Said notice shall state the time and place at which objections can be heard before the city commission and the commission may thereafter by ordinance declare such vacation or narrowing of street, avenue or alley of which notice was previously given as hereinbefore provided for and such order of the commission vacating or narrowing a street which has been dedicated to public use by the proprietor shall, to the extent to which it is vacated or narrowed, operate as a revocation of the acceptance thereof by the commission, but the right of way and easement therein of any lot owner shall not be impaired thereby.~~

Section 2. 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 3. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. Severance of Invalid Provisions. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 5. Effective Date. This ordinance shall become effective 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

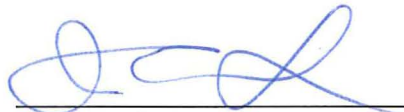
DATE: August 14, 2019

RE: **ORDINANCE 2019-17: PROCEDURES FOR VACATING ROADS**

Please find attached Ordinance 2019-17 which amends Chapter 22 of the City Code to clarify procedures for vacating roads.

Please place Ordinance 2019-17 on the regular City Commission agenda for second reading on August 26, 2019.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

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

ORDINANCE NO. 2019-17

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 22 OF THE CODE OF THE CITY OF ST. AUGUSTINE; AMENDING ARTICLE V, SECTION 22-176 TO PROVIDE THE CITY COMMISSION AUTHORITY TO SET PETITION FEES BY RESOLUTION; AMENDING ARTICLE V, SECTION 22-177 TO PROVIDE THE CITY COMMISSION AUTHORITY TO WAIVE THE WAITING PERIOD FOR PREVIOUSLY DENIED PETITIONS; CREATING ARTICLE V, SECTION 22-178 TO ESTABLISH REQUIREMENTS FOR ROAD VACATION PETITIONS; CREATING ARTICLE V, SECTION 22-179 ESTABLISHING REVIEW, NOTICE AND HEARING PROCEDURES FOR ROAD VACATION PETITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE 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 commission at its June 10, 2019 meeting reviewed proposed changes to the city charter and directed that reference to the road vacation process be removed from the charter and instead codified in the municipal code; and,

WHEREAS, over time, the city clerk created a de facto process to supplement the minimal existing procedures, and requests that the procedure be codified for clarity and consistency; and

WHEREAS, municipal road vacations are within the broad authority of home rule powers, and the proposed procedures better mirror similar ordinance notice and hearings; 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.

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

Section 1. Amendment to Chapter 22, Article V, Section 22-176. Chapter 22, Article V, Section 22-176 of the Code of the City of St. Augustine, is hereby amended as follows:

Sec. 22-176. - Fee for petition for vacation, abandonment of street, alley or other public way.

The city commission will set the petition fee by resolution for the reasonable administrative costs related to ~~There is hereby levied and assessed a charge of a nonrefundable fee of four hundred dollars (\$400.00) to be paid to the city upon the filing with the city commission of~~ any petition for the vacation or abandonment of any street, alley or other public way. No petition for the vacation or abandonment of any street, alley or other public way will be placed by the city manager on the agenda of the city commission unless and until such fee shall have been paid.

Section 2. Amendment to Chapter 22, Article V, Section 22-177. Chapter 22, Article V, Section 22-177 of the Code of the City of St. Augustine, is hereby amended as follows:

Sec. 22-177. - Waiting period established for petitions previously denied by the city commission.

Whenever the city commission has denied a petition for a vacating or abolishing of a street, alley or right-of-way no further application shall be filed for the same street, alley or right-of-way for a period of one (1) year from the date of such action. In the event that two (2) or more petitions for the same street, alley or right-of-way or any part or all of the same has been denied, no further petition shall be filed for the same property for a period of two (2) years from the date of such action denying the last application filed. The city commission may waive the waiting period for just cause if it is found to be in the public interest.

Section 3. Creation of Chapter 22, Article V, Section 22-178. Chapter 22, Article V, Section 22-178 of the Code of the City of St. Augustine, is hereby created as follows:

Sec. 22-178. - Petition requirements.

Petitioner will remit the required fee and a completed application to the City Clerk. The petition must include the following:

- (a) The name and address of the petitioner or petitioners, and any authorized agent;
- (b) Sufficient proof of ownership evidencing petitioner's ownership of property adjacent to the right-of-way;
- (c) Identification and concurrence of all affected property owners and easement holders adjacent to, or that must access, the right-of-way to be vacated;
- (d) A clear and concise statement of the purpose and intent for the vacation;
- (e) A legal description of the right-of-way to be vacated with a site plan, streetscape, or other visual documentation that clearly depicts the right-of-way to be vacated and its effect on adjacent public lands, utility and drainage easements, natural habitats, or scenic vistas.
- (f) A statement that the information submitted is complete, true and correct, and that petitioner understands and agrees that the city commission may retain

an easement for utilities, drainage, or other public purpose as a condition to the right-of-way vacation.

Section 4. Creation of Chapter 22, Article V, Section 22-179. Chapter 22, Article V, Section 22-179 of the Code of the City of St. Augustine, is hereby created as follows:

Sec. 22-179. – Review, notice and hearing.

Petitioner shall attend a staff review of their petition, and address all staff questions or concerns prior to being scheduled for a hearing before the city commission. Any unresolved staff concerns will be described to the city commission. The petition will first be heard by the city commission, and if the commission finds that the petition requirements have been met and that staff concerns have been adequately addressed with any conditions needed to safeguard the public interest, the city commission may direct the city manager to place the item for first reading of an ordinance to vacate the right-of-way. If the ordinance is passed on first reading and set for public hearing, no later than fifteen days prior to second reading the City Clerk will send a mailed notice, certified, return receipt, to all affected property owners and easement holders, as well as, place an advertisement in a newspaper of general circulation, notifying the public of a second reading and public hearing regarding the proposed right-of-way vacation.

Section 5. Inclusion in Code. The City Commission intends that the provisions of this ordinance shall become and shall be made part of Chapter 22, Section 22-176, Section 22-177, Section 22-178 and Section 22-179 of the Code of the City of St. Augustine, that the sections of this ordinance may be renumbered or relettered and that the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

Section 6. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. 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 8. 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)

ITEM 8.A.4.
Ordinance 2019-18

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: August 14, 2019

RE: **ORDINANCE 2019-18: REMOVAL OF ANNUAL CHRISTMAS BONUSES**

Please find attached Ordinance 2019-18. Consistent with the City Commission's direction to our office regarding amendments to the City Charter, we are presenting an ordinance to remove the procedures regarding annual Christmas bonuses from the Charter and instead codifying a procedure in the municipal code consistent with state statute and current policy.

Please place Ordinance 2019-18 on the regular City Commission agenda for second reading on August 26, 2019.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

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

ORDINANCE NO. 2019-18

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING THE CHARTER OF THE CITY OF ST. AUGUSTINE TO REMOVE PROCEDURES FOR ANNUAL CHRISTMAS BONUSES; 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 remove the outdated Christmas bonus policy no longer in use and not consistent with §215.425, Florida Statutes; 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. Repeal of Part I, Article II, Section 2.10. Part I, Article II, Section 2.10 is hereby repealed in its entirety, as follows:

~~Sec. 2.10. -- Annual Christmas bonus~~

~~The City of St. Augustine, Florida, is hereby authorized and empowered to pay, by resolution, to each of its officers and employees a Christmas bonus less all necessary deductions. That such bonus shall be in addition to and in no manner in lieu of any other regular compensation paid to such officer and employee.~~

Section 2. 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 3. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. Severance of Invalid Provisions. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 5. Effective Date. This ordinance shall become effective 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)

ITEM 9.A.1.
Resolution 2019-11

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, City Manager

DATE: August 26, 2019

RE: **Ordinance 2019-11 - Proposed Updates to Sec. 28-29(f)(4),(5) – First Reading**

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.

The city code states that when the Planning and Zoning Board has denied an application for a variance or exception, no resubmittal of the same application can take place for a period of one year. However, a waiver of this one year time period can be granted by the board “to prevent injustice or to facilitate proper development of the city”.

On March 5, 2019, the PZB denied a use by exception to allow a marijuana dispensary at 160 King Street.

On May 7, 2019, the PZB granted a waiver of the one year waiting period between applications and approved an application for the same marijuana dispensary at 160 King Street.

The standard for review of granting a waiver is to “prevent injustice or to facilitate the proper development of the city”. The board felt this language was too broad and instructed staff to present updated language that would give more guidance when considering waiver applications.

The current code language makes waiver requests run with the land and not the applicant.

Sec. 28-29(f)(4) is changed to include the language makes the one year waiting period necessary if it is requested for the same variance or exception for the same property and with the same applicant. The ties the one year waiting period to the land and the applicant.

Sec. 28-29(f)(5) is changed to include language that allows a waiver to be granted if there is a new applicant for the exception or variance based on material changes presented in the new application. This section is further changed to eliminate the following language “or to facilitate the proper development of the city” which was seen as too broadly interpretable. The section is

finally changed to make waiver requests a separate application from a variance or exception, which must be approved before a new variance or exception application can be considered.

The overall goal was to prevent the same applicant from coming before the board multiple times after being denied because of a lack of clear procedural guidance in the city code.

Please place Ordinance 2019-11 on the August 26, 2019 City Commission agenda for first reading.

If you have any questions, please let me know.



David Birchim, AICP

Director, Planning and Building Department

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.

WHEREAS, the City Commission of the City of St. Augustine, Florida finds that all legal requirements have been met, a public hearing has been held and the Planning and Zoning Board has recommended that Sec. 28-29(5) is amended to clarify the application process for time limit waivers for zoning exceptions and variances.

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

Section 1. Chapter 28, Section 28-29(5) is hereby amended, as follows:

Sec. 28-29. - Zoning exceptions, variances and appeals.

- (f) *Limitations on exceptions, variances and conservation zone developments.* Exceptions, variances and conservation zone developments shall be non-transferable and granted to the applicant only, and the exception, variance or development shall be commenced within a period of one (1) year from the effective date of the final order granting same; provided, however, that the chief building official may grant no more than two (2) ninety-day extensions for the commencement of construction pursuant to any exception or variance or conservation zone development approval granted by the planning and zoning board upon written application showing good cause for such extension of the variance or exception showing no changes to the proposed project or use have been made which will affect the variance or use to be extended; and provided, further, the board may adopt the following conditions to any exception or variance:
- (1) That the exception, variance or conservation zone development will be transferable and run with the land when the facts involved warrant same or where construction or land development is included as part of the exception or variance.
 - (2) The time within which the exception, variance or conservation zone development shall be commenced may be extended for a period of time longer than one (1)

year. Failure to exercise the exception, variance or conservation zone development by commencement of the use or action approved thereby within one (1) year, or such longer time as approved by the board, shall render the exception, variance or conservation zone development invalid and all rights granted thereunder shall terminate. Transfer of the property by the applicant, unless the exception, variance or conservation zone development runs with the land, shall terminate the exception, variance or development.

- (3) Whenever the board has granted an exception or variance to the zoning code, it shall not then consider any petition for an exception or variance on any part or all of the same property for a period of one (1) year from the effective date of the order granting the exception or variance.
- (4) Whenever the board has denied an application for an exception or variance no further application shall be filed for the same exception or variance on any part or all of the same property with the same applicant for a period of one (1) year from the date of such action. In the event that two (2) or more applications for the same exception or variance on any part or all of the same property with the same applicant has been denied, no further application shall be filed for the same exception or variance on any part or all of the same property with the same applicant for a period of two (2) years from the date of such action denying the last application filed.
- (5) The time limits of subsections (3) and (4) may be waived by the affirmative votes of a majority of the board when there is a new application and there is a change to the applicant for the exception or variance and such action is deemed necessary based on the material changes presented in the new application to prevent injustice ~~or to facilitate the proper development of the city.~~ An application for such waiver shall be a separate and distinct application, and must be approved by the board prior to the consideration of the new application for an exception or variance. If a waiver is granted, the new application will be scheduled for the next available board meeting following the meeting in which the waiver was granted, unless an alternate date is mutually agreed upon by the board and applicant.

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. This ordinance shall be effective ten (10) days after passage, pursuant to Section 166.041(4) Florida Statutes.

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

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: August 14, 2019

RE: **ORDINANCE 2019-21: REMOVAL OF RIGHTS & LIABILITIES OF OLD MUNICIPALITY VESTED IN NEW**

Please find attached Ordinance 2019-21. Consistent with the City Commission's direction to our office regarding amendments to the City Charter, we are presenting an ordinance to remove Section 1.04 that has been identified as obsolete, not consistent with state law, nor with current City policy.

Please place Ordinance 2019-21 on the regular City Commission agenda for first reading on August 26, 2019.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

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

ORDINANCE NO. 2019-21

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING THE CHARTER OF THE CITY OF ST. AUGUSTINE TO REMOVE SECTION 1.04: RIGHTS AND LIABILITIES OF OLD MUNICIPALITY VESTED IN NEW; PROVIDING FOR REMOVAL FROM 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 remove sections identified as obsolete, not consistent with state law, nor current City policy and;

WHEREAS, the section creating the City of St. Augustine under Special Act occurred nearly a century ago and any carryover of rights has long ago been completed; 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 II, Section 1.04. Part I, Article I, Section 1.04 is hereby repealed in its entirety, as follows:

~~Sec. 1.04. -- Rights and liabilities of old municipality vested in new.~~

~~The title, rights and ownership of property, uncollected taxes, dues, claims, judgments, decrees and choses in action, held or owned by the municipality of St. Augustine shall pass to and be vested in the municipal corporation organized under this Act to succeed the municipality abolished.~~

Section 2. 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 3. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. Severance of Invalid Provisions. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 5. Effective Date. This ordinance shall become effective 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

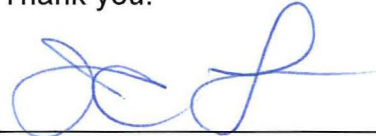
DATE: August 14, 2019

RE: **ORDINANCE 2019-22: CITY COMMISSION PROCEDURES**

Please find attached Ordinance 2019-22. Consistent with the City Commission's direction to our office regarding amendments to the City Charter, we are presenting an ordinance to amend Article II of the Charter to update the procedures utilized by the City Commission regarding simple majority votes, deadlines to fill vacancies, and removal of city officials.

Please place Ordinance 2019-22 on the regular City Commission agenda for first reading on August 26, 2019.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

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

ORDINANCE NO. 2019-22

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING ARTICLE II 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.

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 nor current city policy and;

WHEREAS, the sections regarding the powers and procedures of the City Commission contain overly constrictive deadlines and outdated practices that have not been in use for some time; and

WHEREAS, the language regarding voting is clarified and made consistent with current practice and state law; and

WHEREAS, due to state law requirements regarding dual office holding and logistics, additional time to fill vacancies is needed; and

WHEREAS, Section 2.11, regarding removal of paid city officials, is redundant of Section 4.05 of the City Charter with the only difference being the word 'that' found at the beginning of Section 2.11; 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 II, Section 2.02. Part I, Article II, Section 2.02 is hereby amended, as follows:

Sec. 2.02. - Powers generally; members to judge own elections, etc.; forfeiture of office on conviction of crime.

The city commission shall constitute the governing body of the city, with powers as hereafter provided, to pass ordinances, adopt resolutions and appoint an administrative officer to be known as the city manager and to exercise all other powers hereinbefore or hereafter provided. A quorum of the city commission shall consist of three commissioners, but a less number may adjourn from day to day to compel the attendance of absent members ~~in such manner and under such penalties as may be prescribed by ordinance~~ and no ~~legislative~~ action on the part of the city commission shall be valid unless concurred in by a three-fifths simple majority vote of all the members of the city commission present and able to vote. The city commission shall be the judge of the election and the qualifications of its own members subject to review by the courts. Any member of the commission who shall be convicted of a felony or a crime involving moral turpitude while in office shall forfeit his or her office.

Section 2. Amendment to Part I, Article II, Section 2.06. Part I, Article II, Section 2.06 is hereby amended, as follows:

Sec. 2.06. - Vacancies.

Any vacancy in the city commission shall be filled until the next municipal election by vote of the remaining members of the commission; provided, that if such vacancy is not filled within ten-thirty (30) days after it shall have occurred, appointment to fill the existing vacancy shall be made by the Governor.

Section 3. Amendment to Part I, Article II, Section 2.11. Part I, Article II, Section 2.11 is hereby repealed in its entirety, as follows:

~~Sec. 2.11. -- Removal of city official; hearing.~~

~~That in the event of the removal of any paid official of the City of St. Augustine, Florida, appointed by the city commission of said city, after having served for a period of thirty days such official, upon request within three days thereafter, shall be entitled to a public hearing within fifteen days after said removal, and the final removal thereof shall not be effective until after such public hearing.~~

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 Regan, City Manager

DATE: August 26, 2019

RE: **Ordinance 2019-33 – Outdoor Retail Seating on Aviles Street and Artillery Lane – First Reading**

Ordinance 2019-33 is an update to the Outdoor Cafés on Aviles Street and on Artillery Lane ordinance.

The current ordinance only allows cafés to have licensed tables and chairs in the public property outside their cafés on Aviles Street and Artillery Lane for customer dining.

The proposed changes would allow retail businesses to obtain a similar license for tables and chairs outside retail stores on Aviles Street and Artillery Lane for customer seating.

Alcohol sales, service and consumption is only allowed in this zoning district (HP-2) for licensed restaurants or as a permitted use by exception for bars and cocktail lounges. If a retail business wanted to sell alcohol for consumption on the premises or in the seating area in front of the business, they would be required to go through a commercial “change of use” review and licensing from retail to bar or restaurant, and the city could license the outdoor seating area as café seating per the existing ordinance.

Please place Ordinance 2019-33 on the August 26, 2019 City Commission agenda for first reading.

If you have any questions, please let me know.



David Birchim, AICP

Director, Planning and Building Department

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.

WHEREAS, s. 166.041, Florida Statutes, provides for procedures for adoption of an ordinance which is a regulation of general and permanent nature and enforceable as local law; and

WHEREAS, s. 163.3202, Florida Statutes, requires that local land development regulations contain specific and detailed provisions necessary or desirable to implement the adopted comprehensive plan; and

WHEREAS, Objective 8 of the Future Land Use Element of the Comprehensive Plan requires the City to encourage the use of innovative land development regulations; and

WHEREAS, Policy 3.2 of the Future Land Use Element of the Comprehensive Plan requires the close proximity of commercial service areas to encourage pedestrian activity; and

WHEREAS, a need exists for outdoor seating areas on Aviles Street and Artillery Lane in the City of St. Augustine to provide a unique environment for relaxation and ambiance; and

WHEREAS, the existence of outdoor seating areas encourages additional pedestrian traffic to pedestrian-oriented areas; and

WHEREAS, a need exists for regulations and standards for the existence and operation of outdoor seating areas on Aviles Street and Artillery Lane to facilitate and ensure a safe environment in pedestrian-oriented areas; and

WHEREAS, the establishment of license conditions and safety standards for outdoor seating areas on Aviles Street and Artillery Lane will protect the general health, safety and welfare of the residents of the City of St. Augustine;

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

Section 1. Amending the Code of the City of St. Augustine. Article VI., Sections 22-500, 22-501, 22-502, 22-503, 22-504 of Chapter 22 Streets, Sidewalks, Parks, and Miscellaneous Public Places of the City of St. Augustine are hereby amended, as follows:

ARTICLE VI. - OUTDOOR CAFES AND OUTDOOR RETAIL SEATING AREAS ON AVILES STREET AND ARTILLERY LANE

Sec. 22-500. - Definitions.

When used in this article, the following words shall have the following meanings:

Café means a use located adjacent to a public sidewalk on Aviles Street and Artillery Lane which is associated with bars and restaurants where food and beverages are prepared, served and

sold and are delivered for consumption only in the café service area on Aviles Street or Artillery Lane.

Café service area on Artillery Lane means that area of Artillery Lane between Aviles Street on the west and Charlotte Street on the east extending east to include Artillery Lane from Charlotte Street on the west to the right-of-way intersection of Marine Street and Avenida Menendez on the east. The described area encompasses only the pedestrian alley or right-of-way.

Café service area on Aviles Street means that area between the easterly boundary of the west sidewalk located on Aviles Street south of King Street and north of Artillery Lane and the easterly boundary of vehicular parking spaces located on the westerly boundary of the right-of-way of Aviles Street south of King Street and north of Artillery Lane. The described area encompasses only the vehicular parking spaces located on the westerly right-of-way of Aviles Street south of King Street and north of Artillery Lane.

Café site map means a city-approved map detailing the location of the café service area on Aviles Street and Artillery Lane and of the pedestrian and vehicular pathway as they relate to a café located on Aviles Street and Artillery Lane. The "café site map" shall be available for viewing in the planning and building department.

Retail business means a use located adjacent to a public sidewalk on Aviles Street and Artillery Lane which is associated with retail business only in the outdoor retail seating area on Aviles Street or Artillery Lane.

Outdoor retail seating area on Artillery Lane means that area of Artillery Lane between Aviles Street on the west and Charlotte Street on the east extending east to include Artillery Lane from Charlotte Street on the west to the right-of-way intersection of Marine Street and Avenida Menendez on the east. The described area encompasses only the pedestrian alley or right-of-way.

Outdoor retail seating area on Aviles Street means that area between the easterly boundary of the west sidewalk located on Aviles Street south of King Street and north of Artillery Lane and the easterly boundary of vehicular parking spaces located on the westerly boundary of the right-of-way of Aviles Street south of King Street and north of Artillery Lane. The described area encompasses only the vehicular parking spaces located on the westerly right-of-way of Aviles Street south of King Street and north of Artillery Lane.

Outdoor retail seating area site map means a city-approved map detailing the location of the outdoor retail seating service area on Aviles Street and Artillery Lane and of the pedestrian and vehicular pathway as they relate to outdoor retail seating areas located on Aviles Street and Artillery Lane. The "outdoor retail seating area map" shall be available for viewing in the planning and building department.

License means the recipient of a sidewalk outdoor retail seating area use license under the terms and provisions of this article, and as provided for in the license agreement.

Sign or signs shall have the same meaning as provided for in [section 3-22](#) of the Code of the City of St. Augustine and any amendments thereto.

Sec. 22-501. License required.

- (a) It shall be unlawful for any person to operate an outdoor café or an outdoor retail seating area on any sidewalk or public right-of-way within the city. It shall be unlawful for any person to operate an outdoor café or an outdoor retail seating area in the café service area or the outdoor retail service area on Aviles Street or Artillery Lane without obtaining a license as required by this article. Cafés shall only be allowed in the café service area on Aviles Street or Artillery Lane. Retail shall only be located in the retail outdoor service area on Aviles Street or Artillery Lane.
- (b) The city manager, or his designee, shall have the right to remove, after twenty-four (24) hours' notice, any tables, chairs and other objects on any public right-of-way, sidewalk or property which are used in connection with a retail business which does not have a valid license.

Sec. 22-502. License fee; renewal fee; and penalties for late payments.

- (a) The annual license fee for establishing or maintaining a café or an outdoor retail seating area shall be five dollars (\$5.00) per square foot of usable café service area or outdoor retail seating area on Aviles Street or Artillery Lane, including the area between the tables and chairs, as determined by the city manager or his designee.
- (b) The city manager, or his designee, may suspend or prorate the annual license fee in cases of public construction or emergency situations.
- (c) The license fee shall be paid on or before October 1 and shall cover the time period from October 1 through September 30 of the following calendar year. No license shall be issued for any portion of a year, but any person or entity operating a café or an outdoor retail seating area for a period beginning after May 1 of any year may obtain a license for the remaining portion of the fiscal year upon payment of one-half of the license fee required by this article. Except as provided in this article, no refund of the fees shall be granted.
- (d) Late payments for license renewal fees shall accrue interest at the rate of ten (10) percent per annum for the first thirty (30) days. If the license renewal fee is not paid within sixty (60) days after it is due, the license shall terminate automatically. Any continued operation of the café or an outdoor retail seating area after termination shall be construed as operating a café or an outdoor retail seating area without a license to use city right-of-way.

Sec. 22-503. - License application.

(a)

A café or an outdoor retail seating area is characterized by tables and chairs and may be shaded by awnings, canopies or umbrellas if development permits for same have been obtained. Application for a license to use city right-of-way for a café or an outdoor retail seating area shall include, but not be limited to, the following information:

- (1) Name, address and telephone number of applicant;
- (2) Name and address of the bar or restaurant;
- (3) A copy of a valid City of St. Augustine business license tax receipt to operate a bar or restaurant or retail business fronting the location of the proposed café or outdoor retail seating area. The number of chairs proposed for the café or outdoor retail seating area must be included in the number of chairs authorized by the business license tax receipt;
- (4) A copy of a valid use permit for the bar or restaurant or retail business fronting the proposed café or outdoor retail seating area;
- (5) A copy of the receipt for payment of all utility connection fees due for the proposed café or outdoor retail seating area;
- (6) A copy of a current certificate of insurance in the amounts and categories required by section 22-505 of this article;
- (7) A drawing (to scale) showing the layout and dimensions of the portion of the café service area or outdoor retail seating service area on Aviles Street or Artillery Lane proposed for use and of the adjacent private property, public right-of-way and public sidewalk; the proposed location of the café or outdoor retail seating area; the size and number of tables, chairs, steps, planters and umbrellas; the location of doorways, trees, parking meters, bus shelters, sidewalk benches, trash receptacles and any other sidewalk obstruction either existing or proposed within the pedestrian area serving the site of the proposed café or outdoor retail seating area;
- (8) Photographs, drawings or manufacturers' brochures fully describing the appearance of all proposed tables, chairs, umbrellas or other objects related to the café or outdoor retail seating area; and
- (9) An affidavit from the owner(s) of the property(ies) fronting the proposed café or outdoor retail seating area consenting to the operation of the café or outdoor retail seating area at that location.

- (b) An application shall be accompanied by a nonrefundable base application fee of one hundred fifty dollars (\$150.00).
- (c) Applications shall be reviewed for compliance with city ordinances and must be approved by the following departments or divisions: Public works, planning and building, fire and financial services.

Sec. 22-504. - Standards, criteria and conditions for license.

- (a) Cafés and outdoor retail seating areas on Aviles Street are restricted to the portion of the café or outdoor retail seating service area on Aviles Street frontage directly across from a licensed bar or restaurant or a licensed retail business located on the west side of Aviles Street to which the license is issued or within the frontage of the building located on the west side of Aviles Street where the licensed bar or restaurant or licensed retail business is located, provided that written approval for use as a café or an outdoor retail seating area is supplied to the city by the building owner. The area of the license may also be extended by a maximum total of fifty (50) feet on either side or on both sides of the licensee's business, subject to the provisions of subsection (b) below.
- (b) In the event the subject area of the license extends to a portion of the café service area or outdoor retail seating area on Aviles Street in front of an adjacent owner's property, the licensee must obtain written permission for use of such area from the adjacent property owner. The revocation or suspension of such permission shall operate to grant the licensee a prorated refund of the annual license fee paid to the City of St. Augustine for the operation of a café or an outdoor retail seating area but shall not operate to grant the licensee a refund of any other fees paid to the City of St. Augustine for the operation of a café or an outdoor retail seating area as required by this article.
- (c) Cafés and outdoor retail seating areas on Artillery Lane are restricted to the portion of the café service area(s) or outdoor retail seating area(s) on Artillery Lane so that a clear three (3) foot or 36 inch pedestrian walkway shall be maintained through the length of the right-of-way. The café or outdoor retail seating area must be associated with a licensed restaurant or bar or retail business operating adjacent to the right-of-way of the café service area(s) or outdoor retail seating area(s) on Artillery Lane, provided that written approval for use as a café or an outdoor retail seating area is supplied to the city by the building owner(s).
- (d) In the event the subject area of the license extends to a portion of the café service area or outdoor retail seating area service area on Artillery Lane in front of an adjacent owner's property, the licensee must obtain written permission for use of such area from the adjacent property owner. The revocation or suspension of such permission shall operate to grant the licensee a prorated refund of the annual license fee paid to the City of St. Augustine for the

operation of a café or an outdoor retail seating area but shall not operate to grant the licensee a refund of any other fees paid to the City of St. Augustine for the operation of a café or an outdoor retail seating area as required by this article.

(e)

Licenses shall not be issued where the tables and chairs would be placed within five (5) feet of fire hydrants, alleys or intersections.

(f)

No tables, chairs, umbrellas or other fixtures shall be allowed within five (5) feet of a pedestrian crosswalk or handicap corner curb cut.

(g)

A café may serve any alcoholic beverages which they are entitled to serve and sell under that café's state beverage license. No such service shall commence unless the operation of the café has procured all necessary licenses for the sale and service of beer and wine, has provided copies of said licenses to the city manager, or his designee, has acquired insurance covering the sale and service of alcoholic beverages to which the city is named as an additional insured and has provided a copy of said insurance and endorsements naming the city as an additional insured to the city manager or his designee.

(h)

No outside service or consumption of alcoholic beverages shall be allowed except within the boundaries of the area described in the café license and only during the regular hours of operation of the licensee's business provided such hours of operation do not violate the provisions of this Code establishing the hours for sale, service and consumption of alcoholic beverages. No outside sales, service or consumption of alcohol at any outdoor retail seating area shall be allowed.

(i)

No object shall be allowed around the perimeter of an area occupied by tables and chairs which would have the effect of forming a physical or visual barrier discouraging the use of the tables and chairs or which would have the effect of obstructing the pedestrian use of the sidewalk, alley or the vehicular right-of-way located on Aviles Street or Artillery Lane, except that the city manager, or his designee, may allow the use of planters.

(i)

Tables, chairs, umbrellas, and other objects incorporated into the use of the café or outdoor retail seating area shall be of quality, design, materials, size, elevation and workmanship to ensure the safety and convenience of users and to enhance the visual quality of the urban environment. Design, materials and colors shall be approved by the director of planning and building for appropriateness within the historic district prior to the issuance of the café license or outdoor retail seating area license.

- (k) Umbrellas and other decorative material shall be fire-retardant, pressure-treated or manufactured of fire-resistant material. Signs, lettering and images of any type are prohibited on umbrellas, chairs, tables and other permissible fixtures which are located on the public right-of-way.
- (l) Prior to issuance or renewal of a café license or outdoor retail seating area license, the city's finance director shall certify that there are no outstanding fines, monies, fees, taxes or other charges owed to the city by the person or entity requesting such license. A café license or an outdoor retail seating area license will not be issued until all outstanding debts to the city are paid in full.
- (m) Only one (1) sign shall be allowed per café or outdoor retail seating area for every fifty (50) feet of frontage. The location, size, design, materials and color of the sign shall be approved by the director of planning and building prior to the issuance of a café license or an outdoor retail seating area license, and the sign location shall be shown on the permit exhibit. The sign shall not be a sandwich board or A-frame sign.
- (n) The license issued may be transferred to a new owner only for the location and area listed on the license. The transferred license shall be valid only for the remainder of the period for which it was originally issued.
- (o) The city manager, or his designee, may require the temporary removal of cafés or outdoor retail seating areas when street, sidewalk or utility repairs necessitate such action. If such temporary removal exceeds fifteen (15) days, the city manager or his designee shall prorate the remaining license fee for each additional day the café or outdoor retail seating area is removed and apply a credit toward the following year's license fee or if requested to do so by the licensee, refund the remaining fee to the licensee.
- (p) The city manager, or his designee, may cause the immediate removal or relocation of all or part(s) of the café or the outdoor retail seating area in emergency situations or for safety considerations.
- (q) The city and its officers and employees shall not be responsible for café fixtures or outdoor retail seating area fixtures relocated during emergencies, nor shall the city and its officers and employees be responsible for lost business during emergencies.
- (r) The license shall be specifically limited to the area shown on the "exhibit" attached to and made a part of the license.

- (s) The licensee shall use positive action to assure that the operation of a café or an outdoor retail seating area in no way interferes with sidewalk users or limits their free, unobstructed passage.
- (t) A café license shall be issued only to bars where food is prepared and served and to restaurants.
- (u) Tables, chairs, umbrellas and other allowable objects provided with a café or an outdoor retail seating area shall be maintained with a clean and attractive appearance and shall be in good repair at all times.
- (v) The area covered by the license and the sidewalk and roadway, or alley immediately adjacent to it shall be maintained in a neat and orderly appearance at all times by the licensee, and the area shall be cleared of all debris as needed during the day, again at the close of each business day and as determined by the city manager or his designee. Licensee shall also be responsible to clean the floor surface on which the outdoor retail seating area is located.
- (w) No commercial signs shall be permitted except as provided for in this article, and in the license agreement.
- (x) No tables, chairs or any other parts of cafés or outdoor retail seating areas shall be attached, chained or in any manner affixed to any tree, post, sign or other fixture, curb or sidewalk in or near the café area or the outdoor retail seating area.
- (y) No additional outdoor seating authorized herein shall be used for calculating seating requirements pertaining to the location of, applications for or issuance of a liquor license for any establishment; nor shall the outdoor seating be used as the basis for computing required seating for restaurants and dining rooms or as grounds for claiming exemption from such requirements under the provisions of any city ordinance or state law.
- (z) No food preparation, fire or fire apparatus shall be allowed on the café service area or the outdoor retail seating area service area on Aviles Street or Artillery Lane, the public sidewalk on Aviles Street or Artillery Lane or the public right-of-way on Aviles Street or Artillery Lane, whether or not such area is covered by this license.

- (aa) Upon the issuance of a "Hurricane Warning" by St. Johns County, the licensee shall forthwith place indoors all tables, chairs and other equipment located on the sidewalk or in the public right-of-way. The issuance of such "Hurricane Warning" shall constitute an emergency situation as referenced herein.
- (bb) Only the café or the outdoor retail seating area equipment specifically shown on the approved diagram and not otherwise prohibited shall be allowed in the license area. The estimated chair count per table may vary within the prescribed area provided that the chairs remain within the approved café service area or outdoor retail seating area service area. No storage of chairs, tables, dishes, flatware or other equipment shall be allowed in the license area, in any portion of the public right-of-way or outside the structural confines of the building in which the retail business is located; however.
- (cc) There shall be no live entertainment, amplifiers or speakers placed in the licensed area unless allowed as a special event which shall not exceed two (2) days in length. Conditions such as hours and days of operation and audio levels will be regulated by the office of public affairs, and these conditions may vary during the year.
- (dd) The licensee shall comply with the following design requirements regarding outdoor seating: Clear knee space under tables: 27" height, 30" width, 19" depth and 34" maximum table height to the top of the table. Alternatively, equivalent accessible seating may be provided. An acceptable example of equivalent seating would be a round table of 36" diameter, 4" stem and base with individual supports. The pedestal and base of the table shall not encroach in the clear floor area.
- (ee) The licensee shall allow no lighting in the café service area or outdoor retail seating area service area except for lighting on each table which lighting shall have a self-contained power source.
- (ff) The licensee shall comply with the Florida Accessibility Code for Building Construction.
- (gg) The licensee shall be responsible for obtaining applicable state permits.

Sec. 22-505. - Liability and insurance.

(a)

The licensee agrees to indemnify, defend, save and hold harmless the city, its officers and employees from any and all claims, liability, lawsuits, damages and causes of action which may arise out of the license or the licensee's activity on the demised premises.

(b)

The licensee agrees to meet and maintain for the entire license period, at its own expense, the following requirements:

(1)

Commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. The city must be named as an additional insured on the policy, and an endorsement must be issued as part of the policy reflecting compliance with this requirement.

(2)

Cafés are prohibited from selling or serving alcoholic beverages other than beer and wine and are not required to maintain additional liability insurance for such purpose

(3)

Workers' compensation and employers' liability as required by the State of Florida.

(4)

All policies must be issued by companies authorized to do business in the State of Florida.

(5)

The city must receive thirty (30) days' written notice prior to any cancellation, nonrenewal or material change in the coverage provided.

(6)

The licensee must provide and have approved by the city an original certificate of insurance as evidence that the above requirements have been met prior to commencing operations. Failure to comply with these requirements shall cause a suspension or revocation of the license.

Sec. 22-506. - Revocation or suspension of license; emergencies.

(a)

The approval of a café license or outdoor retail seating license is conditional at all times. A café license or outdoor retail seating license may be revoked or suspended if it is found that:

(1)

Any necessary business or health permit has been suspended, revoked or canceled.

(2)

The licensee does not have policies of insurance which are correct and effective in the minimum coverages and amounts described in this article.

(3) The licensee exceeds the approved square footage by placing any additional tables, chairs or other equipment beyond the approved area.

(4) The licensee has failed to correct violations of this article or conditions of their license agreement within seventy-two (72) hours of receipt of the city manager's, or his designee's, notice of same delivered in writing to the licensee.

(b) In the event the licensee fails to remove any tables, chairs and other objects related to the café or the outdoor retail seating area within seventy-two (72) hours of receipt of the City Manager's, or his designee's, final notice of revocation or suspension, the City Manager or his designee shall have the right to remove said objects.

Sec. 22-507. - Removal and storage fees.

If the city removes under any section herein tables, chairs or other objects related to a café or an outdoor retail seating area, the licensee or retail business operator shall be responsible for the reasonable expenses incurred by the city for the removal and storage of said objects. The city manager, or his designee, shall promulgate and review, as needed, regulations regarding such storage and the disposition of property under this article.

Sec. 22-508. - Enforcement; notice of violation.

(a) Code inspectors or law enforcement officers shall issue twenty-four (24) hour warning notices for all nonlife safety violations of this article. Life-safety violations are defined as those conditions which exist involving serious danger to public health, safety or welfare, including violations of the Florida Accessibility Code for Building Construction, in which case the aforesaid notice shall not be required.

(b) If a code inspector or law enforcement officer finds a violation of this article, said inspector shall follow the procedures of sections 2-318 through 2-329 of the Code.

(c) The CITY may enforce any generally applicable regulations affecting the operations of the business located on the premises, as are now in existence or as may be enacted in the future.

Sec. 22-509. - Fine for violators.

A fine of one hundred dollars (\$100.00) per day for each day the violation exists shall be imposed for violators of this article.

Section 2. Inclusion in Code. The City Commission intends that the provisions of this ordinance shall become and shall be made part of Chapter 22, Streets, Sidewalks, Parks, and Miscellaneous Public Places, of the Code of the City of St. Augustine, that the sections of this ordinance may be renumbered or relettered and that the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

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

Section 4. Severance of Invalid Provisions. If any section, subsection, sentence, clause, phrase, word or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

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

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

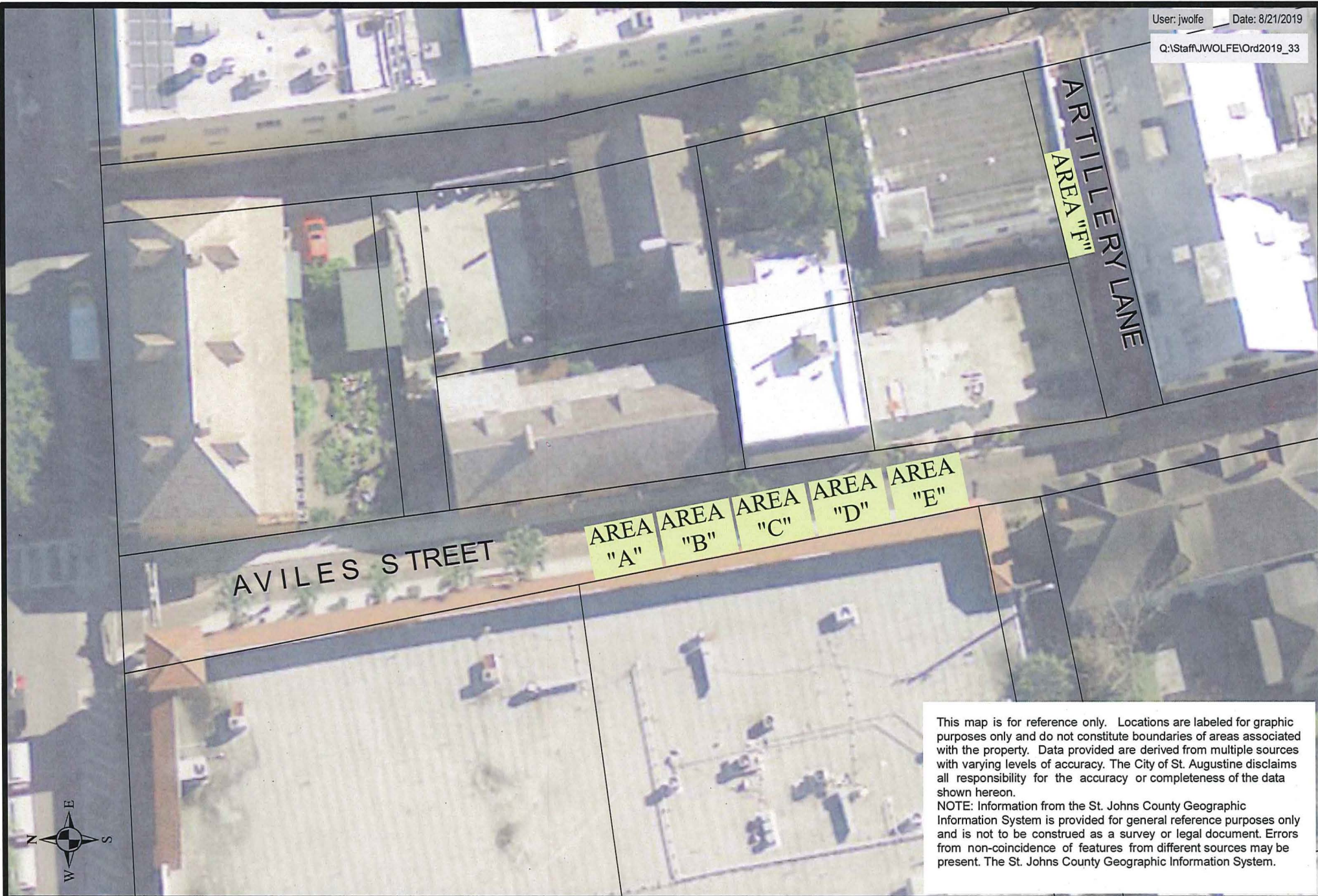
ATTEST:

Tracey Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

Coding: Words ~~stricken~~ are deletions; words underlined are additions.



This map is for reference only. Locations are labeled for graphic purposes only and do not constitute boundaries of areas associated with the property. Data provided are derived from multiple sources with varying levels of accuracy. The City of St. Augustine disclaims all responsibility for the accuracy or completeness of the data shown hereon.

NOTE: Information from the St. Johns County Geographic Information System is provided for general reference purposes only and is not to be construed as a survey or legal document. Errors from non-coincidence of features from different sources may be present. The St. Johns County Geographic Information System.



City of St. Augustine

PLANNING AND BUILDING DEPARTMENT
P.O. Box 210, St. Augustine, FL 32085 Phone: (904) 825-1065

ORDINANCE 2019-33 Outdoor Retail Seating on Aviles Street and Artillery Lane

SHEET 1
OF 1

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, City Manager

DATE: August 26, 2019

RE: **Resolution 2019-06 Amending and Updating the King Street Design Standards**

Attached is the updated King Street Design Standards (2019). The amended and updated King Street Design Standards (2019) were approved by the Planning and Zoning Board on March 5, 2019 and reviewed by the City Commission on April 8, 2019.

This update included data collection, an assessment of the character of the private properties on King Street, an analysis of the development patterns of these properties and an analysis of the zoning code, landscaping code and architecture related to the area. This update also extends the King Street Design Standards to include the properties on West King Street from Palmer Street to the western boundary of the city limits.

In support of this project, the city staff and the consultant team hosted multiple public meetings and met publicly and privately with stakeholders and property owners along King Street. The public outreach and advertising for the King Street Design Standards update used the same methodology that was used for the Anastasia Boulevard and San Marco Avenue updates. This started with a door-to-door notification of all properties on the corridor and it includes publically noticed workshops and board hearings, citizen surveys and advertising on the city's web site.

On April 8, 2019, the City Commission directed staff to schedule an additional public workshop and period of public review and comments. This workshop took place on May 22, 2019. The result of this extra effort is the latest version (version 8.1) of the document, which is included with this memorandum.

Please place Resolution 2019-06 on the August 26, 2019 City Commission agenda.



David Birchim, AICP
Director, Planning and Building Department

RESOLUTION NO. 2019 - 06

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING THE DESIGN STANDARDS FOR ENTRY CORRIDORS TO INCLUDE AN UPDATED AND SEPARATE MANUAL FOR EACH CORRIDOR, THEREFORE HEREBY ADOPTING THE KING STREET DESIGN STANDARDS.

WHEREAS, the Design Standards for Entry Corridors were originally prepared in 2000; and

WHEREAS, the Design Standards for Entry Corridors originally included Anastasia Boulevard, San Marco Avenue, and King Street including West King Street to the intersection of Palmer Street and Pellicer Lane ; and

WHEREAS, Guidelines for Private Space Improvements within the Design Standards for Entry Corridors only, were adopted in 2003; and

WHEREAS, the City Commission realizes that the Design Standards for Entry Corridors should be amended and updated from time to time; and

WHEREAS, the King Street Design Standards are the third Guidelines to be amended and updated; and

WHEREAS, through an extensive public evaluation process, the King Street Design Standards have been amended, updated and reformatted into a separate and distinct manual specific for King Street and this update includes extending the King Street Design Standards to include that westerly portion of West King Street from Palmer Street to the City Limits; and

WHEREAS, the City Commission has determined that the King Street Design Standards shall be adopted by reference to this Resolution and enabling legislation in Section 28-353 of the Zoning Code;

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 King Street Design Standards, as promulgated from time to time, are adopted and incorporated herein by reference.

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 Upchurch, Mayor-Commissioner

ATTEST:

City Clerk, Darlene Galambos
(Corporate Seal)

MEMORANDUM

Project: 18.23.0 King Street Entry Corridor Design Standards

Re: Version 8.1 Overview

Date: August 15, 2019

Introduction

Following the March and April commission meetings, the Commission requested a delay to obtain additional feedback. The resulting document, version 8.1, has been assembled with additional public feedback through a workshop, one-on-one meetings, and email / phone correspondence.

Overview of Schedule

- March 29 – Commission meeting re: version 7
- April 8 – Commission meeting re: version 7; request for 60 day delay and additional public feedback
- May 22 – public workshop, with very good participation
- July 3 and 8 – version 8 released on website / via email for review
- July 23 – request for feedback on version 8 (extended from July 17 per some requests)
- August 1 – update to all regarding August 26 meeting date (rescheduled from August 12, to accommodate some of the property owners who expressed a schedule conflict on the 12th)

Overview of Edits in version 8.1

Below is a brief overview of edits in version 8.1. **Note that all modifications from version 7 (last presented to the Commission) are annotated in blue in the document. Edits from the publicly released version 8 to version 8.1 are indicated in orange.**

- **SIMPLIFY ZONES:** The most significant changes include simplifying the zones into West King and East King, using US-1 as the divider.
- **COLOR & UPPER SETBACK (East Only):** As mentioned in the workshop, items such as color and upper setbacks will only apply to the east portion of King, due to the transition into the HP districts. **In Version 8.1, this was further edited to grandfather existing building footprints.**
- **CORRIDOR EXTENTS:** Clarification to the parcels in the Corridor were made, which limits some of the deeper parcels to the first 150' of the parcel being "in" the Corridor, consistent to how the approved Standards addressed deeper parcels on San Marco Avenue.
- **RENOVATION GUIDANCE (Replaced "Legacy Structures" and "Corridor Representative Example"):** We eliminated the Corridor Representative Example (CRE) designation in version 8, instead

incorporating more guidance and clarity into section 5.4.1b on Renovations and Additions (which was the only part that the CRE made an impact to). In Version 8.1, the chart has been removed, instead requiring all properties to follow the renovation and addition standards in more detail.

- **DRIVEWAY CONNECTIONS TO KING:** While the intent of both the current Guidelines (since 2001) and the proposed Standards is to reduce curb cuts for a more pedestrianized zone, the ML+H Team has worked with multiple property owners to develop a method to meet the intent while allowing for vehicular connections where they exist. The draft language in 5.5.2 allows one driveway connection when one currently exists. Multiple entry points from King would need to be reduced to one during redevelopment, but a direct vehicular connection would still remain.

One-on-One Meetings

In addition to meetings before version 7 (as presented in March / April) and the successive May 22 workshop, a series of one-on-one meetings were held following the release of version 8 and the comment period.

- **July 22 and August 15: Virginia Whetstone** (representing primarily E King, but also Hardee's lot on W King)... dialogue on the driveway connections, per above
- **July 22 and August 15: Bruce Maguire** (separate meeting from Virginia Whetstone)...discussion on the renovation chart; he also has concerns about the upper floor setback, but please note the current draft of the standards allow for the entirety of the development envelope allowed per zoning (3 floors X max square footage) when set at the 15' maximum setback; existing footprints may extend to full 35'; discussion of CRC
- **July 24: Rob DePiazza** (Screen Arts, for W King)...discussion of colors being removed and driveway connections; a follow up was also sent to him for distribution to West King Merchant Association (WKMA) members, along with an offer to have a follow up meeting (not scheduled at this time)
- **July 24: Stephanie Hollis** (Solar Stix, for W King)...discussion of the edits; she noted that she recognizes this helps to guide overall development styles and therefore helps to support her property values; discussion of CRC
- **August 13: Livia Ammar** (Ammar Beauty Supply, for W King) and **Casey Carcaba** (Cheese Wheel)...discussion of driveway connections at Ammar Beauty Supply / Cheese Wheel property
- **August 14: Donna Wendler** (for E King)...discussion of upper floor setbacks and residential typology; discussion of parking needs

<JM>

BRUCE A. MAGUIRE

(904) 669-3059

bam297@me.com

P.O. Box 2202

St. Augustine, FL 32085

August 15, 2019

Mayor Tracy Upchurch
Vice Mayor Leanna Freeman
Commissioner Roxanne Horvath
Commissioner John Valdes
Commissioner Nancy Sikes-Kline
75 King Street
St. Augustine, FL 32084

Dear Commissioners,

I have had numerous discussions with Jeremy Marquis regarding the proposed King Street Corridor Standards. I am in absolute support of his position that a "separate Corridor Review Committee" be established.

Given that the entry corridors are unique and worthy of their own review and consideration...but less detailed than the AGHP guidelines related to the HP districts...it is recommended that a separate "Corridor Review Committee" is established.

Potentially, this could mirror the *Mid Anastasia Development Review Board (MADRB)* the County manages on SRA1A / Anastasia Boulevard. We recommend a seven (7) person board, composed of six (6) non-design professionals and one (1) design professional (architect, planner, landscape architect, and the like). Potentially, this could be two (2) representatives for each of the three entry corridors.

This will not only allow for more focus on the entry corridors, but it will support HARB's focus on the HP historic zoning districts and implementing the AGHP guidelines.

Sincerely,

Bruce Maguire

August 13, 2019

Mayor Tracy Upchurch
Vice Mayor Leanna Freeman
Commissioner Roxanne Horvath
Commissioner Nancy Sikes-Kline
Commissioner John Valdes

Since moving to the Saint Augustine area in 2004, my husband, Brian Bosley, and I have been ardent fans of the city. Although many cities in Florida enjoy tourism as part of their major 'industry', there are few that have as much to offer as Saint Augustine. Born and raised in Florida, I have seen many cities grow under the pressure of tourism in the wrong direction, when the lure of more money tips the balance in the opposite direction of a city's unique identity. The irony is that what attracted so many visitors to the location is eradicated in the effort to 'grow' to accommodate the extra visitors. One reason Brian and I fell in love with the city we have called home for over 15 years is that it seems to resist that temptation. Keeping 'old town' distinct from 'new town', maintaining the historic structures like the Bridge of Lions when a newer structure would be better for 'traffic flow', lack of high rise condos along the precious coast, these are a few examples that set St Augustine and St Johns County apart from so many coastal cities. Although owning and running a business like Solar Stik within the city limits has often been challenging, it is a price I've grown to understand and appreciate.

We are proud to live and work within the city limits. As commercial property owners, business owners and residential property owners in this ancient city, we risk being affected in many ways any time changes are made in how the city is managed. One thing most of the business and property owners along the city's "entry corridor" have in common is a passion and appreciation for this unique city that has captured the attention of tourists around the world. Upgrading and improving the Entry Corridor Guidelines have certainly ignited those passions!

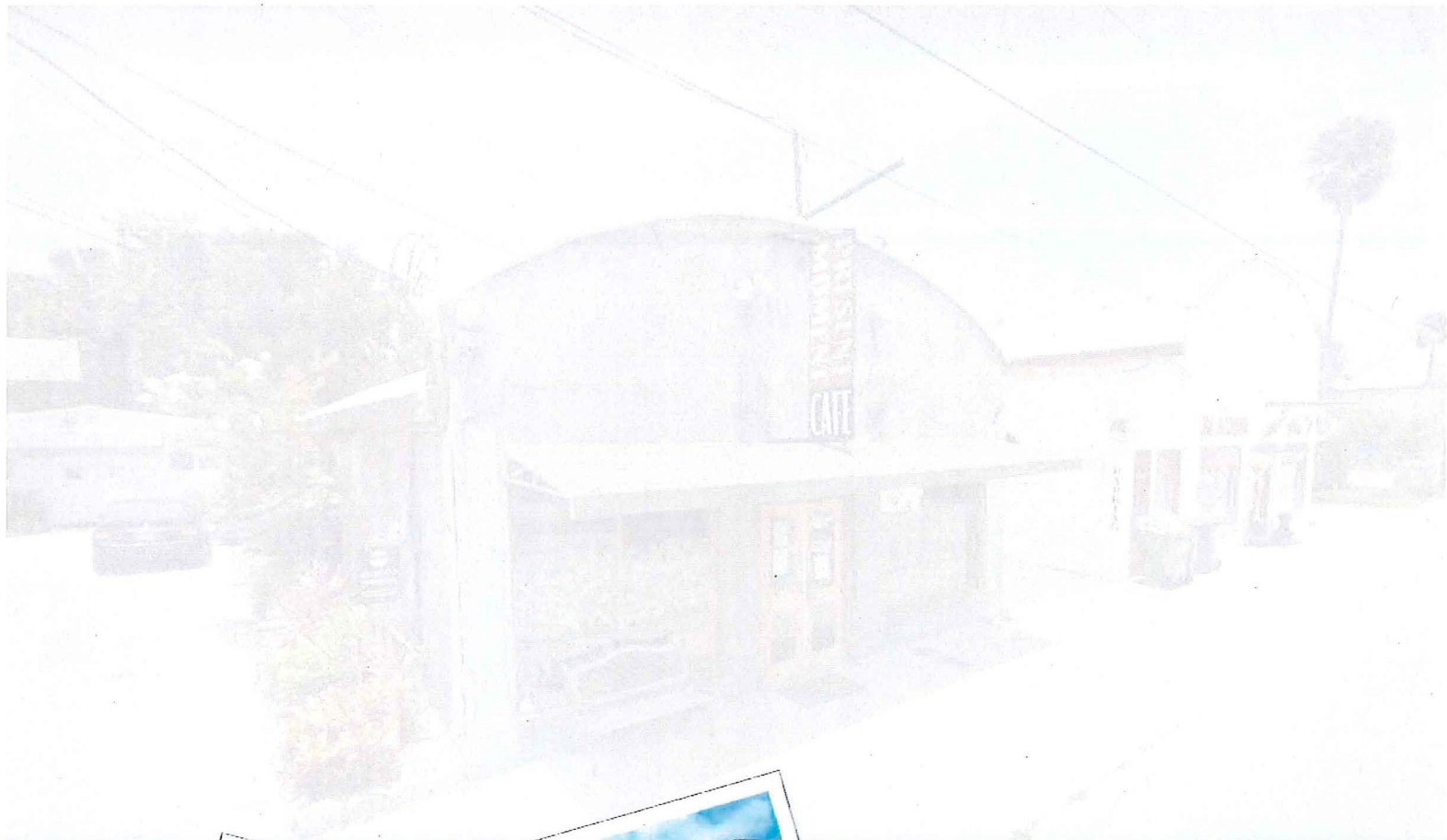
While none of us like the idea of additional restrictions on what we can or cannot do with properties we own, buying into the unique community of Saint Augustine that makes up the 'entry corridor' or the 'downtown' bears the additional responsibility of doing our part in helping maintain what has brought tourism (and therefore money) into our community. The city invested in Marquis Latimer + Halback, Inc. to tackle the substantial task of preserving this incredible attraction that we live and work in. Many weeks and 8 revisions later, they have produced a thoughtful guide of how best to maintain what St Augustine has evolved into that has attracted so many. It only makes sense that our elected officials, working alongside the recommendations of a Corridor Committee, are best able to objectively follow guidelines to help prevent over-development of this community we hold dear. As a

business and property owner on West King Street directly affected by any Corridor Guidelines, I want the commission to know that I fully support the Version 8 of the Standards that was recently made available for our review. I appreciate being able to give my input during this process, and I urge the City leaders to follow the recommendations of Marquis Latimer + Halback, Inc. to create a committee separate from HARB that includes representation from Corridor property/business owners whenever deviations from the Standards are requested.

I greatly appreciate being involved in this process and I look forward to being more involved in the future! Thank you all for your service to the community. Please do not hesitate to contact me if you have any questions.

Respectfully,

Stephanie D. Hollis, M.D.
Owner, Solar Stik, Inc.
Manager, Solar Stik Properties, LLC
shollis@solarstik.com
904-315-8765



Revisions in v8.1
(from v8)



Revisions in v8
(from v7)

King Street

Design Standards for Entry Corridors

Draft v8.1 – August 15, 2019



CITY OF
ST. AUGUSTINE
EST. 1605

DRAFT

City of St. Augustine Commissioners

Mayor Tracy Upchurch

Vice Mayor Leanna Freeman

Commissioner Roxanne Horvath

Commissioner Nancy Sikes-Kline

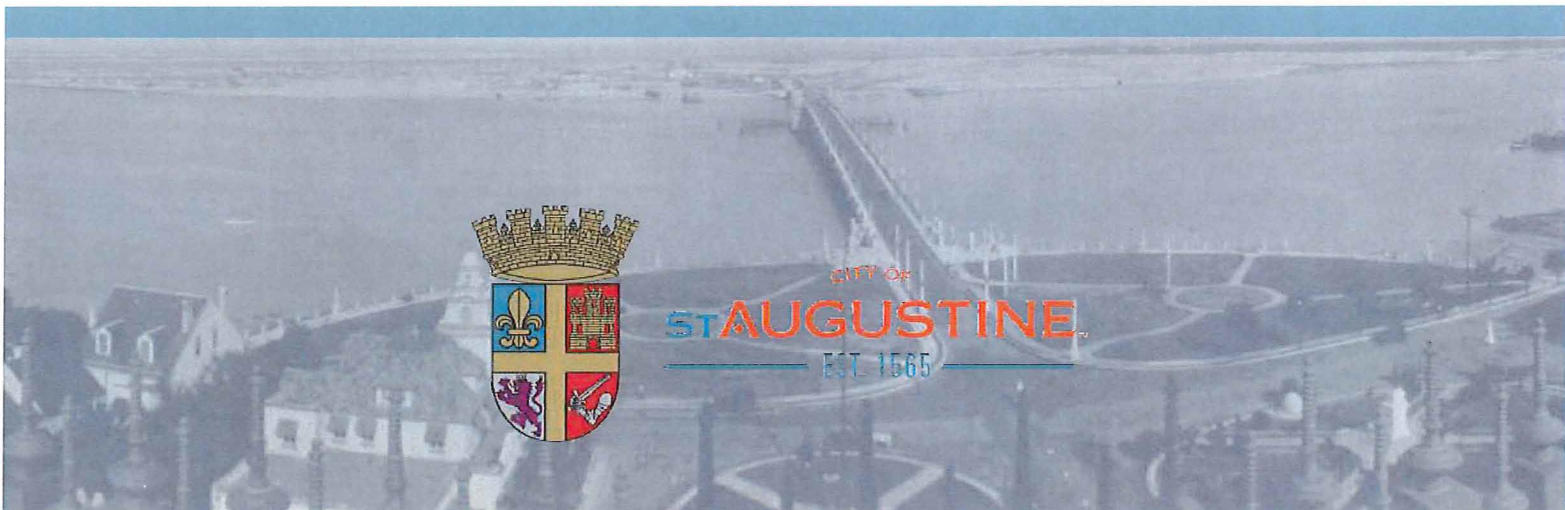
Commissioner John Valdes

City of St. Augustine Planning & Building Department

David Birchim, AICP
Director

Amy McClure Skinner
Project Manager + Deputy Director

Prepared by Marquis Latimer + Halback, Inc.





CONTENTS

Section 1. PURPOSE & INTENT	7
1.1. Historic Background	7
1.2. Neighborhood Context	7
1.3. Two Districts: West & East	7
1.4. Building Design	8
Section 2. DEFINITIONS	11
Section 3. WHEN THE KING STREET ENTRY CORRIDOR DESIGN STANDARDS APPLY	15
Section 4. KING STREET DESIGN STANDARD APPLICATION REVIEW PROCESS	17
4.1. Application Process	17
4.2. Plan Review	17
4.3. Corridor Review Committee	17
4.3.1. Activities Requiring Review	17
4.3.2. Review Criteria	17
4.4. Effect of Approval	18
4.5. Appeals	18
4.6. Submittal Requirements	18
4.7. Modification of Standards	19
4.7.1. Application	19
4.7.2. Administrative Modifications	19
4.7.3. CRC Modifications	19
4.7.4. Prohibited Modifications	20
4.7.5. Review Criteria	20
4.7.6. Additional Requirements	20
Section 5. SITE & BUILDING DESIGN	23
5.1. Building Placement	23
5.2. Building Frontage	25
5.3. Building Height	26
5.4. Architecture	27
5.4.1. Building Color (East King Only)	29
5.4.2. Building Materials	30
5.4.3. Fenestration and Glazing	30



City of St. Augustine
King Street Design Standards

5.4.4.	Awnings and Canopies	32
5.4.5.	Building Entrances.....	33
5.4.6.	Building Roof	34
5.4.7.	Parking Structure Design.....	34
5.5.	Site Access and Parking	35
5.5.1.	Pedestrian Access and Circulation	35
5.5.2.	Vehicular Access.	35
5.5.3.	Parking Placement.	36
5.5.4.	Existing Non-Conforming Parking Facilities	36
5.5.5.	Bicycle Parking	37
5.6.	Site and Building Lighting.....	37
5.7.	Stormwater Facilities	39
Section 6. LANDSCAPING & SCREENING		41
6.1.	Landscaping Introduction	41
6.1.1.	Plant Materials	41
6.1.2.	Protection of Existing Landscape	41
6.2.	Landscape Requirements.....	41
6.2.1.	Introduction	41
6.3.	Front Yard Landscape.....	41
6.3.1.	Landscape Bufferyard Special Conditions.....	41
6.3.2.	Landscape Bufferyard Classification	41
6.3.3.	Percentage of landscape	42
6.4.	Side Yard Landscape.....	43
6.4.1.	Landscape Bufferyard Classification	43
6.4.2.	Percentage of landscape	44
6.5.	Rear Landscape and Alleyway Bufferyard.....	44
6.5.1.	Landscape Bufferyard Classification	44
6.5.2.	Landscape Percentage	45
6.6.	Vehicular Use Areas	45
6.7.	Fences and Walls.....	45
6.8.	Mechanical Equipment.	47
6.9.	Solid Waste Disposal Facilities	48



6.10. Visibility Triangle	48
Section 7. SIGNS	51
7.1. Number and Types of Signs Allowed	51
7.2. Building Sign Size.....	51
7.3. Sign Illumination	51
7.4. Building Signs	52
7.5. Free Standing Signs	53



City of St. Augustine
King Street Design Standards

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TABLE OF FIGURES

Figure 1. Scenes from King Street	7
Figure 2. Scenes from King Street	8
Figure 3. Review Flow Chart	21
Figure 4. Expanded Front Yard Setback for Courtyard	24
Figure 5. Measuring Building Frontage	24
Figure 6. Building and Street Alignment.....	25
Figure 7. Building Additions.....	25
Figure 8. Measuring Building Frontage	26
Figure 9: Building Heights.....	26
Figure 10. Building Massing Example	28
Figure 11: Façade Elements.....	28
Figure 12. Examples of Color Highlighting Architectural Features.....	30
Figure 13. Calculating Fenestration.....	31
Figure 14. Commercial Typology - Examples of Fenestration	31
Figure 15. Bulkheads	32
Figure 16. Example of Awning.....	32
Figure 17. Example of Canopies	33
Figure 18. Awning Placement.....	33
Figure 19. Pedestrian Transition.....	34
Figure 20. Examples of Mansard Roofs	34
Figure 21. Parking Structure with Liner Building	35
Figure 22. Parking Location and Access.....	36
Figure 23: Examples of Existing Non-Conforming Parking Facilities	37
Figure 24. Lighting Height.....	38
Figure 25. Examples of Stormwater Facility Design	39
Figure 26. Landscape Percentage.....	42
Figure 27. Examples of Planters	42
Figure 28. Side Yard Percentage.....	44
Figure 29. Side Yard Percentage.....	44
Figure 30. Examples of Street Walls	46
Figure 31. Street Walls and Landscaping.....	47
Figure 32. Equipment Screening.....	48
Figure 33. Visibility Triangle	49
Figure 34. Permitted Sign Illumination.....	52
Figure 35. Prohibited Sign Illumination	52
Figure 36. Canopy Signs.....	53
Figure 37. Awning Signs.....	53
Figure 38. Examples of Pedestrian Pole Signs	54



City of St. Augustine
King Street Design Standards

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Section 1. PURPOSE & INTENT

The purpose of the standards contained in this document is to:

- a. Promote the **unique characteristics of the King Street overlay area** that distinguish it from the other built environments of the City of St. Augustine;
- b. To **facilitate the development of vacant land** and the **reimagination and repurposing** of underutilized properties in this area into a **high-quality, multi-modal, mixed-use environment**;
- c. To provide **standards and criteria** by which proposed development in the area will be reviewed.

1.1. Historic Background

The King Street Entry Corridor stretches from the western terminus of the City (marked by the [Florida East Coast \(F.E.C.\) Railroad crossing](#)) and ends at Granada Street, due west of City Hall. The corridor was developed, in part, due to the construction of two F.E.C railway depots, located near the San Sebastian River. The West Augustine neighborhood was also the home to the Florida Normal and Industrial Memorial College, [the precursor to Florida Memorial University](#), a historic black college whose students participated in numerous sit-ins and demonstrations throughout the Civil Rights Movement in St. Augustine.

The mission of the Design Standards is to honor the history of the area and its connections to Downtown St. Augustine as well as to provide and plan for the future evolution of King Street.

1.2. Neighborhood Context

King Street bisects numerous neighborhoods and residential areas. The western portion of the corridor, West King, also serves as a local commercial hub serving the neighborhoods surrounding it (Ravenswood to the north, and the Pellicer area to the south). The eastern portions of the corridor, located in close proximity to the St. Augustine historic district, serve as a commercial corridor and the home of numerous attractions.

1.3. Two Districts: West & East



Two major districts within the corridor have emerged, loosely delineated by the intersection of King Street with Ponce de Leon Boulevard (US - 1).

Figure 1. Scenes from King Street





City of St. Augustine King Street Design Standards

West King (F.E.C. Railroad Crossing to U.S. Route 1)

WEST

The West King area is a unique neighborhood from East King, marking the entrance to “New Augustine”, as the area was once called, or “West Augustine,” as many now refer to the area. Architecture includes traditional commercial structures, many of which engage with the streetfront, along with residential typologies further west. This portion of the corridor also includes the entrance into the Ravenswood neighborhood.

East King (U.S. Route 1 to Granada Street)

EAST

East King showcases numerous views towards the San Sebastian River and is defined by its context and relationship with the Flagler Model Land neighborhoods and development. A range of institutional and traditional commercial styles are intermixed with residential typologies. This area also presents many of the more exotic architectural stylings along the corridor. Given that the terminus of this district transitions into the historic core of downtown St. Augustine, additional care should be shown in this area relating to its historic context.

1.4. Building Design

The King Street corridor contains a diversity of architectural styles and building typologies. Most buildings currently feature styles such as Frame and Masonry Vernacular, but there are also a few Mid-Century Modern, Bungalow and Spanish influenced styles.

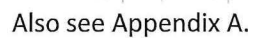
The typology along the corridor also varies. There are single family homes still used for that purpose, and there are also single-family homes that have been converted to non-residential use. Some residential buildings have been enlarged and modified to the point that the residential appearance is not evident from the street. Although there are some traditional commercial buildings in the eastern portion of the district, the western portion of the district contains a more consistent pattern of traditional commercial storefronts. These buildings are situated very close to the street and have some parking in the rear. The commercial establishments east of the San Sebastian River have adopted a suburban character, with deeper setbacks and parking in the front, adjacent to the street.

The standards contained in this document are intended to protect the diverse architectural character of the area and guide new development and redevelopment toward the creation of a pedestrian-scaled environment, with uses easily accessible by foot and by car. The safety of pedestrians along this stretch is particularly important considering the amount of traffic that circulates along the eastern segment of the district.

Note that there is NOT specific requirements, although Spanish Colonial styles may NOT be replicated/ Mass and form is regulated herein. Also see Section 5.4.



Figure 2. Scenes from King Street
(Images by Others)





City of St. Augustine
King Street Design Standards

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Section 2. DEFINITIONS

Awning - a rectangular or curved shelter extending from a building and supported entirely from the exterior wall of a building and composed of non-rigid materials except for supporting framework.



Canopy - a structure constructed of rigid materials including, but not limited to metal, wood, concrete, plastic or glass, which is attached to and supported by a building or by columns, poles or braces extended to the ground.



Corridor Review Committee - development review board as designated by the City Commission

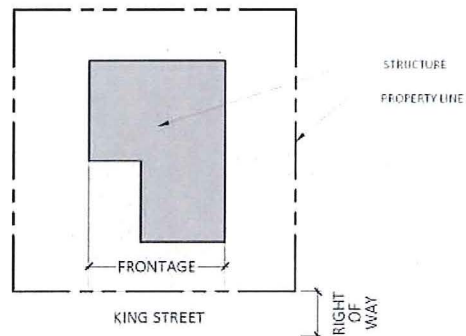
Frontage - the facade of a building, specifically abutting King Street (right).

Full Cut Off - a lighting fixture from which none of its lamp's intensity is emitted at or above a horizontal plane drawn through the bottom of the fixture and no more than ten percent of the lamp's intensity is emitted between eighty (80) degrees and that horizontal plane.

Land Development Regulations - the land development and zoning codes contained in The Code of the City of St. Augustine.

King Street – including “West King” and “King Street,” this is the main vehicular connector that front setbacks relate to.

Malaga Street – as an extension of the Corridor, applicable sites shall reference Standards for King and Malaga interchangeably.





City of St. Augustine King Street Design Standards

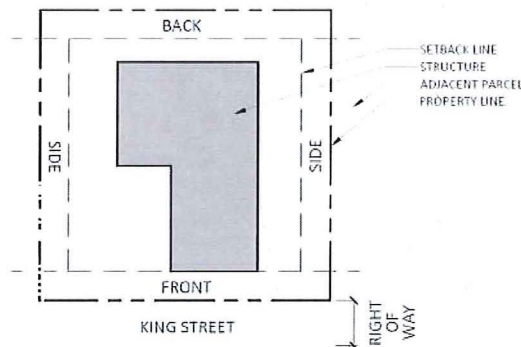
Photometric – a plan showing the simulated lighting coverage of a proposed development, helping designers assess if a plan will be sufficient in lighting a space while not creating a lighting disturbance to the surrounding properties

Porte-Cochere - a covered entrance large enough for vehicles to pass through

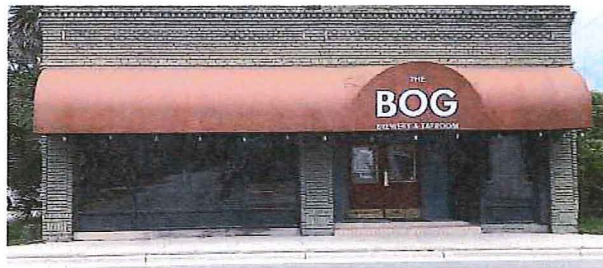
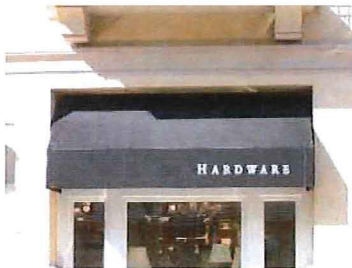
Rendering – a graphic (developed by a licensed professional) depicting a proposed structure in an existing context

Right of Way (R.O.W.) – publicly owned lands, typically with roadway, sidewalks, etc., which is often immediately adjacent to a property line.

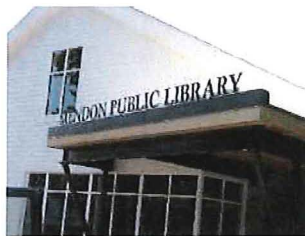
Setback - the horizontal distance between the face of a building (excluding steps and overhangs) and the property line.



Sign, Awning – a sign that is painted, silk-screened, stitched on, imprinted on, or otherwise applied directly onto the fabric of the awning.



Sign, Canopy - a sign which is suspended from, attached to, supported from or forms a part of a canopy.



Sign, Freestanding - a sign supported by a sign structure secured in the ground and which is wholly independent of any building, fence, vehicle or object other than the sign structure for support. This sign type is prohibited on King Street (see Pedestrian Pole Sign for residential typology).



Sign, Hanging - a sign that is placed under a canopy, awning or arcade, perpendicular to the building façade, and not intended to be seen by motorists.

Sign, Pedestrian Pole Sign – a sign supported by one or two poles in the ground fully independent of any building, fence, vehicle, or object, not to exceed the dimensions included in the King Street Design Standards. This is only for the residential typology.

Sign, Projecting – a sign which is affixed and displayed perpendicular to any building wall or structure with a bracket



Sign, Wall – a sign that is attached flat to a building wall.



Sign, Window – a permanent sign affixed to, or painted on either face of a window or glass door that leads to the exterior of the building. Signs suspended within three (3) feet behind the glass are also deemed window signs.





City of St. Augustine
King Street Design Standards

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Section 3. WHEN THE KING STREET ENTRY CORRIDOR DESIGN STANDARDS APPLY

The King Street Design Standards shall **apply to new development and redevelopment** on sites abutting King Street between the Florida East Coast Railway crossing and the Granada Street, **including Malaga Street** (see Appendix A). The following subsections specify the level of compliance required based on the development activity proposed.

The standards are in addition to the requirements of the City's comprehensive plan, zoning, and land development regulations found in the City's code of ordinances. **These standards apply to parcels fronting the King Street and Malaga Street corridor. Some parcels are quite deep and/or extend beyond adjacent sites; when noted on Appendix A, only the first 150' measured from the front property line is regulated by these standards. The public right of way (ROW) is not included in these standards.**

The standards herein are based on the *existing conditions* of the public right-of-way on the date of adoption. In the event that the public right-of-way changes, standards shall still be applicable unless technically infeasible, as presented by the Applicant and determined by the CRC.

While specific building massing and position on the site may shift due to these standards, the general building mass allowed is per the City's comprehensive plan, land development code, and ordinances. The intention of this document and all regulations set forth herein is for no net loss of buildable square footage on any site along the King Street Entry Corridor.

More specifically, these standards apply in the following conditions:

- a. **New Construction.** All new development along the King Street corridor, including new buildings or structures on vacant or already developed sites, shall comply with all the regulations contained in this document.
- b. **Substantial Expansion or Redevelopment of Existing Buildings.**
 - 1) **Full compliance.** An entire development shall be brought into *full* compliance with this section if the redevelopment constitutes a substantial improvement as required by city code.
 - 2) **Exceptions.** The following shall be the only exceptions to full code compliance for substantial expansion or redevelopment:
 - i. **Building setback.** Existing buildings will not be required to be moved or expanded to meet the setback requirements. However, building additions shall meet the required setback. All *new* buildings within the redevelopment site shall be required to meet the building setback provisions.
 - ii. **Building frontage.** Existing buildings shall not be required to meet the minimum building frontage requirement. However, new buildings and additions shall be required to comply with the frontage requirements.
 - iii. **Driveways and Parking.** See Section 5.5.4 for allowed exceptions to existing driveways and parking facilities.
 - 3) **Other LDC Provisions.** Compliance with parking, landscaping, screening and all other regulations stated in the city's land development regulations and not addressed in this document shall be addressed as required by the City's land development regulations.



City of St. Augustine
King Street Design Standards

- c. **Non-Substantial Additions or Redevelopment of Existing Buildings:** For proposed building additions or redevelopment not meeting the criteria of Subsection b.1, above, only the new additions or exterior building modifications shall comply with the regulations contained in this document. The remainder of the building and the site shall not be required to meet the standards.
- d. **Cumulative Improvements.** Cumulative improvement shall be addressed per City code.
- e. **Change in Use.** Changes in use (to any other permitted use in the zoning district) without any physical improvements to the site are not subject to the King Street Design Standards.
- f. **Non-Conforming Uses:** Any changes to non-conforming uses shall be conducted per the requirements of the City's land development regulations (Chapter 28, Division 4, Nonconforming Lots, Uses and Structures).
- g. **Ancillary / Accessory Uses and Structures:** Accessory uses and structures, included but not limited to parking on adjacent or nearby sites, shall be subject to the King Street Design Standards.
- h. **Interior Changes:** Interior changes shall not be subject to the requirements of this document.
- i. **Corporate Architecture:** All national and international corporate commercial buildings shall abide by the King Street Design Standards, as applicable by law. See Section 4.7.2.
- j. If a provision of these Standards is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of these Standards.

Note that Planned Unit Development zoning on parcels within the corridor may require adherence, variation from, or full exclusion from these standards. Refer to individual PUD documents for details



Section 4. KING STREET DESIGN STANDARD APPLICATION REVIEW PROCESS

The zoning and building codes regulate land uses, construction and signs. Developers must obtain a permit from the planning and building department prior to commencing work or installing signs. Projects involving land disturbance may require investigation by the city archaeologist prior to work.

4.1. Application Process

Application forms and instructions may be obtained from the planning and building department. Applications must be signed by the property owner. An application fee is required. Supporting documentation, such as plans, elevations, sketches, photographs, samples of materials and specifications shall be submitted with the application.

4.2. Plan Review

Staff from the planning and building department shall be responsible for reviewing development plans to determine compliance with the King Street Design Standards. The city may decide to contract with a design consultant to perform architectural reviews and determine consistency with the provisions of this document.

4.3. Corridor Review Committee

4.3.1. Activities Requiring Review.

- a. Modification of standards between 10 and 30% of a dimensional requirement of this document and non-dimensional modifications (color, landscape, etc.). Changes over 30% cannot be approved by the CRC, but may be processed through the variance process (Sec. 28-29).
- b. Development sites that exceed one third (1/3) acre in size;
- c. Developments that exceed 2,500 square feet in gross floor area;
- d. New construction that includes parking structures;
- e. Use of neon or color LED;
- f. Colors not pre-approved.
- g. Appeals.

4.3.2. Review Criteria.

The CRC shall use the following criteria (in addition to the standards contained herein) when reviewing an application:

- a. The proposed project meets the intent of the King Street Design Standards as defined in Section 1;
- b. Approval of the proposal will not set an unintended precedent; (note that no review decision creates assumption of precedent)
- c. Approval of the request will not be detrimental to the physical characteristics of the neighboring sites or the overlay district as a whole, with respect to the physical characteristics prescribed within the authority of this document.



4.4. Effect of Approval.

If the plans are approved by the planning and building department staff (or designated entity), the applicant may proceed to apply for a building permit. Project plans will be considered approved with the issuance of a building permit. If the proposed use requires a zoning exception or variance, the applicant shall submit to the Planning and Zoning Board for additional approval(s).

4.5. Appeals

Staff determinations may be appealed to the CRC. CRC determinations may be appealed to the City Commission.

Applicant appeals must be made in writing within two weeks after a staff denial, or thirty days after a CRC denial. Appeal should state item number, address, action and justification for reversal or modification. Affected parties, other than applicant, shall have 30 days for both staff and CRC decisions to be appealed.

4.6. Submittal Requirements.

For signage and painting, submittals shall be provided by a professional and/or the owner.

For building modifications requiring building permits, all plans shall be prepared by appropriate registered professionals including but not limited to; architects, landscape architects and engineers.

Plans submitted must be neat, legible, drawn to scale and dimensioned. Failure to submit complete plans will result in the plans being returned as incomplete. The plans shall contain documentation for the scope of work and may contain the following::

All Submittals shall include:

- A list of any requested modifications of standards.
- A clear and detailed description of all proposed construction.
- Photographs of the existing structure (pre-construction) and all adjacent structures.

Basic Submittals (submit items from "All Submittals" and applicable items from below):

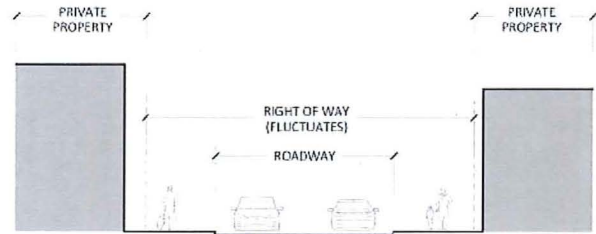
- Paint colors and locations (including paint chips or samples).
- Light fixtures and photometric plan for site lighting over 8' in mounting height
- Satellite dish antennas or other similar equipment, location and dimensions
- Fences and walls (height, materials and colors)

Advanced Submittals (submit items from "All Submittals", applicable items from "Basic Submittals," and applicable items from below:

- A complete site plan of the property to be developed, showing the location of all structures and buildings, required yards, required parking, surface drive areas, loading spaces, stacking spaces, landscaping areas (both perimeter and interior), the location of all trees three (3) inches or larger dbh, by species and dbh (both to be removed and to be retained), dumpsters, exterior mechanical equipment, storm drainage retention areas, etc. (scale preferred: 1 inch = 20 feet).
- Landscape planting plan at a minimum scale of 1 inch=20 feet including hardscape, plant materials, sizes and location.
- Elevations of all proposed construction (scale preferred: 1/8 inches = 1 foot).
- Wall sections (scale preferred: 3/4 inches = 1 foot).



- Northerly and easterly sections through the site focusing on the proposed building(s), existing building(s), and sidewalks. All abutting roadways should be shown. Preferred scale: 1/8 inches = 1 foot. Images presenting the structure's mass and form in relation to its surrounding structures must be included for all new construction. A minimum of two drawings, must include parcel surroundings plus cross street adjacencies. (Tools such as SketchUp, which is free and readily available, is recommended).
- Details indicating the following (scale preferred: 1-1/2 inches = 1 foot) windows, shutters and shutter hardware
- Exterior surfaces, materials and textures
- Chimneys
- Exterior porches, landings, stairs, ramps, railings and banisters
- Walks and drive surface materials
- Patios and decks
- Other miscellaneous ornamentation (for Corridor Representative Example)
- Renderings, optional (mandatory for new construction)



4.7. Modification of Standards

Due to the individual unique characteristics or circumstances of any given development along King Street, flexibility in the application of design standards may be warranted in certain situations. Modifications from the standards may be requested by an applicant as part of the development review process. If an applicant requests multiple modifications, each modification shall be evaluated independently.

4.7.1. Application.

All requests for modifications shall be noted on the site plan. The request shall be approved or denied during development plan review and, if granted, shall be noted on the final development plan.

4.7.2. Administrative Modifications.

The Planning and Building Department Director or designee shall have the authority to grant limited modifications, as set forth below, where it is determined that the proposed development meets the intent of the zoning district, the requested modification is the minimum necessary to allow reasonable development of the site and the requested modification is not injurious to the public health, safety and welfare. Administrative modifications are limited to ten (10) percent of the dimensional requirements established in this document. An applicant that meets the statutory criteria of Section 553.79(20)(a), Florida Statutes, must clearly identify in the application materials the specific elements of the proposed project that apply to the statute. Once identified, these statutory design elements will be approved administratively.

4.7.3. CRC Modifications.

The CRC shall review the following modification of standards:



City of St. Augustine
King Street Design Standards

- Modifications of more than ten (10) percent but no more than thirty (30) percent of a dimensional requirement,
- Modifications of ten (10) percent or less previously denied or referred to the Corridor Review Committee by staff, and
- Modifications to the non-dimensional requirements contained in this document.

4.7.4. Prohibited Modifications.

No modification shall be granted under this section for the following:

- a. Use of property as defined in Land Development Regulations.
- b. Maximum levels of density or intensity allowed in comprehensive plan.
- c. Encroachments into the public right-of-way.
- d. A reduction of a setback to less than 5 feet adjacent to a single family residential district.

4.7.5. Review Criteria.

A modification of standards may be granted by the approving authority if it finds that strict application of the standards is not warranted and that granting a modification will fulfill the intent of the standards. The approving authority shall apply all the following criteria, when applicable, to determine if the applicant has justified a request for a modification:

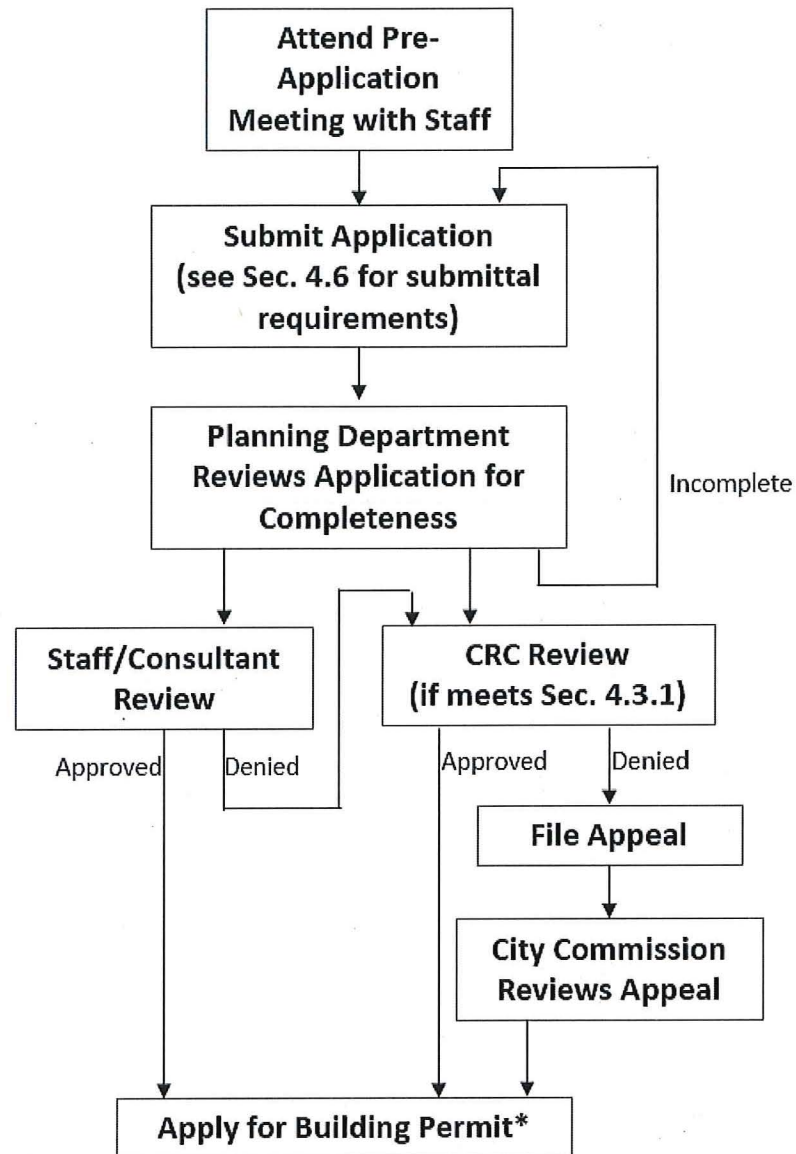
- a. The request is within the parameters listed above.
- b. The request is consistent with the Comprehensive Plan and generally consistent with the purpose of the city's Land Development Regulations and this document.
- c. The proposed modification will not have a material negative impact on adjacent uses, or the applicant proposes to mitigate the negative impact to be created by the modification.
- d. Compliance with the requirement is technically infeasible based on site conditions.

4.7.6. Additional Requirements.

- a. The burden of presenting evidence sufficient to satisfy the applicable criteria remains with the applicant seeking the modification.
- b. The applicant may propose conditions to ensure that the use of the property to which the modification applies will be reasonably compatible with the surrounding properties, including visual screening.
- c. A granted modification and any conditions attached to it shall be entered on the face of or attached to the development order or permit and development plan.
- d. A proposed change to an approved modification shall be added to the approved modification and considered in the aggregate. The total modification (approved modification plus proposed change) shall determine the approving authority per subsections 4.7.2 and 4.7.3, above.



Figure 3. Review Flow Chart



NOTE: If trees are to be removed, approval must be granted by the Planning and Zoning Board before proceeding to the Corridor Review Committee.

* Not including other reviews such as zoning exception or variance. If those are required, they occur after the CRC review.



City of St. Augustine
King Street Design Standards

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Section 5. SITE & BUILDING DESIGN

The rhythm and pattern of buildings, combined with their relationship to the street expressed through setbacks and architecture, define the character of the public space. The location of a building on a site is critical to creating a vital and coherent public realm that is both welcoming and functional. This public realm shall also be determined by the location of the property along the corridor (and its surroundings) and meeting the following site and building design standards.

5.1. Building Placement

The setback standards prescribed in this section are intended to create a pedestrian-friendly public realm with buildings located close to the street (at varying degrees). The public realm typically includes all the elements within the right-of-way (sidewalks, travel lanes, on-street parking, landscape strips), but it also includes activities that occur within the front yard setbacks, which in a commercial area are considered to be the transition area between the public and the private spaces and needs to be inviting for the commercial corridor to be successful. That transitional zone in the public realm may also include expanded sidewalks, outdoor cafés, bicycle parking, art/sculptures, and outdoor retail spaces, among others. To encourage the creation of a successful public realm, the following building placement standards shall be met.

Table 1. Building Setbacks

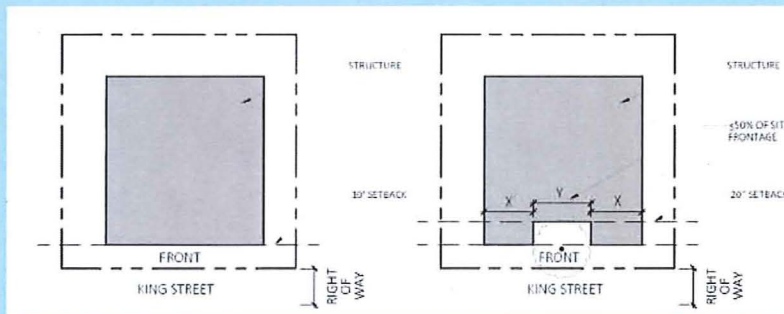
	West King	East King
Front Yard Setback	Minimum: Per Zoning ^a Maximum: 15'	Minimum: Per Zoning ^a Maximum: 15'
Upper Floor Setback (See Section 5.3)	Not Applicable	Over 25' height within 15' of property line
Side Yard Setback	0' min. ^{a/b}	0' min. ^{a/b}
Rear Yard Setback	Per Zoning	Per Zoning

- For those corner lots abutting a R.O.W. intersection, the visibility triangle must be kept free of visual obstacles. Visibility triangle regulations shall always prevail. See Section 6.10.
- New developments adjacent to a development already using a 0-foot side yard setback shall provide a side yard setback of 0 feet.
- Parking and drop off in the front yard shall be limited. See Section 5.5 for more information.
- The maximum front yard setback may be expanded up to 20 feet for a maximum of 50% of the building frontage (as defined in 6.2 a) for use as a courtyard, landscape, or other non-parking purposes. At least one shade tree, no smaller than 4" in caliper and 15' in height, must be planted within this space. (see Figure 4).



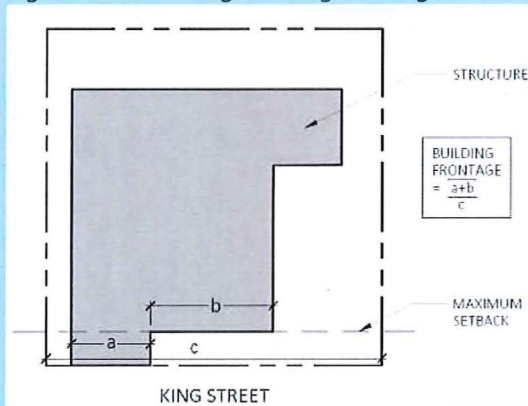
City of St. Augustine
King Street Design Standards

Figure 4. Expanded Front Yard Setback for Courtyard



- e. The maximum front and street side building setbacks (if side street setbacks exist) shall only apply to the portion of the building meeting the building frontage requirement (see Figure 5). This provision will allow for L-shape buildings or step back setbacks, where a portion of the building is recessed more than what the setback allows.

Figure 5. Measuring Building Frontage

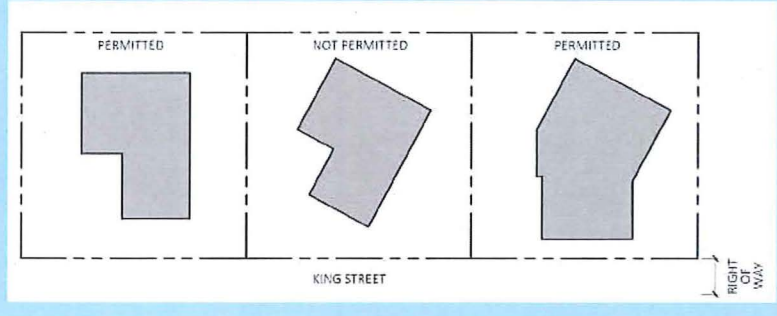


Only the "a" and "b" facades are required to meet the maximum building setback, assuming that $a + b$ meet the frontage requirement of Section 6.1 (Building Frontage).

- f. The front and side setbacks may be used to expand the public sidewalk, for outdoor dining, or for landscaping (see Section 6).
- g. Balconies, bay windows, awnings, canopies, eaves and roof overhangs used in conjunction with a commercial structure may encroach into the setback zones, but not into the public right-of-way.
- h. New developments or additions abutting or from a single-family residential zoning district shall provide a fifteen (15) foot setback along the portion of the site abutting or from the single family zoned property. Porches, however, can encroach upon this setback up to eight (8) feet. Landscaped buffers shall be provided as required in Section 6 of this document.
- i. Primary building facades facing a right-of-way shall be built parallel to the property line along that street (see Figure 6).

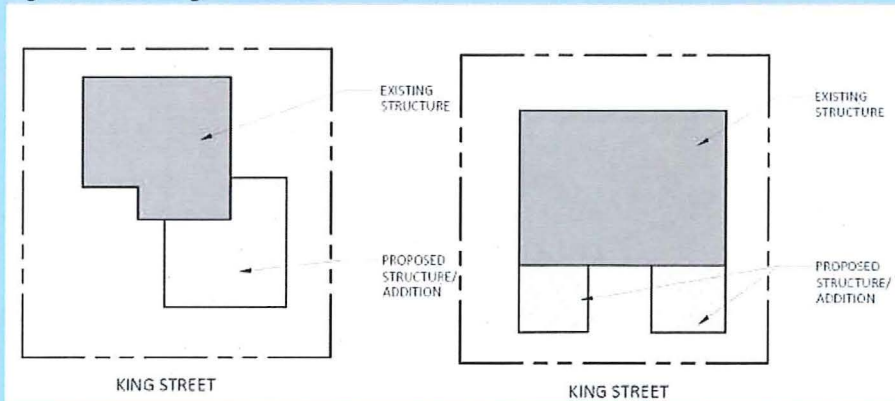


Figure 6. Building and Street Alignment



- j. Existing buildings on a site subject to redevelopment will not be required to meet the setback standards listed above. However, if technically feasible and not detrimental to the architecture of the existing building, any additions to the building shall serve to bring the building closer into compliance (see Figure 7).

Figure 7. Building Additions



Examples of building additions bringing the building closer to the street

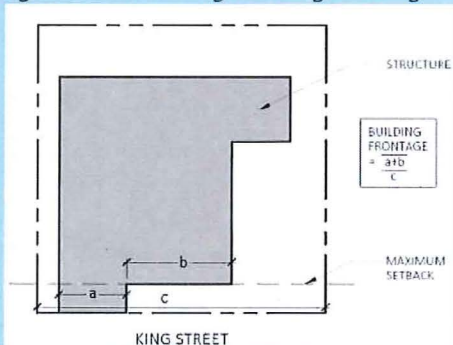
5.2. Building Frontage

The purpose of the following building frontage requirements is to ensure façade continuity along King Street and to avoid large voids between buildings. The building frontage standards are stated as a proportion of the building width within the required building setback relative to the width of the development site measured at the site frontage line. Portions of the building façade outside the required front/street building setback do not count as building frontage (see Figure 8).



City of St. Augustine King Street Design Standards

Figure 8. Measuring Building Frontage



Only "a" and "b" are counted toward the minimum building frontage requirement. The other two frontages don't count as they are located behind the maximum front yard setback. The example at left shows approximately 70% frontage within the maximum setback zone.

- The building frontage (a+b) shall be a minimum of 70% of the site frontage (C).
- Sites with frontages on multiple streets shall be required to meet the minimum primary frontage along King Street.

EAST

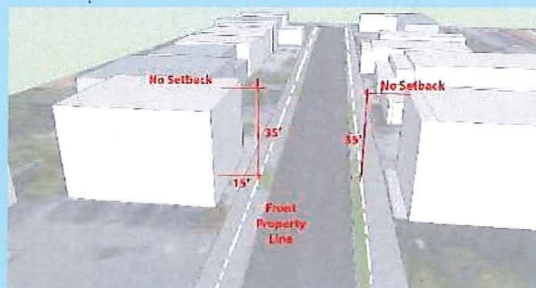
5.3. Building Height

- The maximum building height shall be per zoning.
- For East King district**, (not applicable in West King district): **For new buildings and additions to existing buildings**, within the **first 15'**, measured from the front property line, the **maximum height shall be 25'** measured from 1' above base flood elevation. **Existing building footprints within the 15' zone from the front property line are excluded from the upper setback; however, additions shall be subject to the upper setback.**

This portion may be utilized for a roof top deck, but any awnings or coverings used on the deck level shall be a minimum of 10' from the front façade. Note that a rooftop deck shall **require an 8'** minimum solid sound barrier on the rear face to block sound from moving toward adjacent residential areas.

- There shall be a **minimum height of thirteen (13) feet for all buildings**. This height will allow the provision of adequate size windows, awnings or canopies, signage and a decorative parapet to hide roof-top mechanical equipment.

Figure 9: Building Heights



Scenario A: 15' Max Front Setback
NO UPPER SETBACK NEEDED



Scenario B: Less Than 15' Front Setback
UPPER SETBACK NEEDED – 25' HEIGHT



Permitted

- d. Unoccupied accessory towers, spires and cupolas may exceed the maximum height by a maximum of fifteen (15) feet. These features shall be in character with the architecture of the building and not designed solely as sign features for attention-getting purposes.
- e. Commercial buildings shall have an interior first floor vertical clearance of at least twelve (12) feet to allow adequate exterior street level scale and adequate room for overhead retail utilities in ground floor spaces.

5.4. Architecture

New construction and renovations shall adopt a **traditional commercial typology** and may adopt an architectural style that reinforces the predominant styles currently found in the district, such as **Frame and Masonry Vernacular**. **When applicable, Residential Typologies may apply to renovations.** Contemporary architectural design, not to be confused with prefabricated/mass produced architecture, will also be permitted, as long as the design respects the scale and character of the district.

While the Spanish Colonial architectural styles are typically associated with the City of St. Augustine, these styles shall not be replicated for new construction or redevelopment along the King Street corridor.

Existing Institutional developments shall preserve their current architectural style on any future additions and modifications on the site.

Appendix B lists the elements characteristic of the architecture found in the corridor, which should be preserved or used as inspiration when designing new buildings or renovations.

a. New Construction:

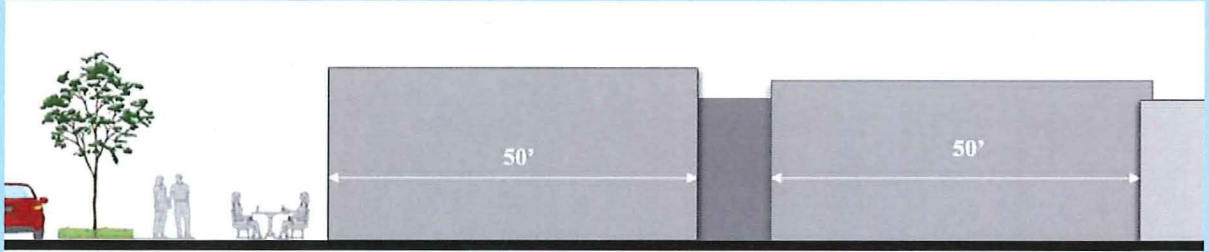
The following section contains additional building design standards that are applicable to all development regardless of the architectural style selected.

1. All structures on a site shall be of the same architectural character.
2. **Architectural details and materials shall remain consistent on all elevations but may be simplified on the interior side and rear facades.**
3. **Upper floor windows shall have a vertical orientation** and may be single or double hung. Paned windows are encouraged but not required.
4. **Frosted or patterned glass is not permitted** on windows facing the street. Stained glass, however, is permitted.
5. **Shutters**, if used, shall be one half the width of the window and shall be (or appear to be) operable.



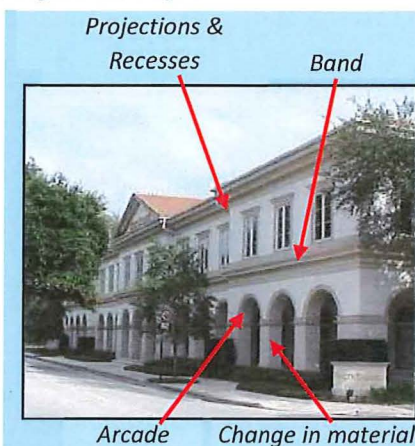
6. **Large building volumes shall be divided** to appear as smaller volumes grouped together. Volume breaks may be achieved by building wall projections and recesses, and varying heights and roof lines. Therefore, building facades shall not exceed fifty (50) feet along a street frontage without providing a substantial volume break such as a recess, or an architecturally prominent public entrance (Figure 10). The recesses and projections shall have a minimum depth of two (2) feet.

Figure 10. Building Massing Example



7. Façades shall **not exceed twenty (20) horizontal feet and ten (10) vertical feet** without including at least one (1) of the following elements (see Figure 11):
 - (a) A **window or door**
 - (b) **Awning, canopy or marquee.**
 - (c) An **offset, column, reveal, void, projecting rib, band, cornice, or similar element** with a minimum depth of six (6) inches.
 - (d) **Arcade, gallery or stoop.**
 - (e) **Complementary changes** in materials or texture.
8. Architectural treatments on the façade, such as parapets, cornices or expression lines, shall be continued around the sides of the building.

Figure 11: Façade Elements



b. Renovations and Additions

Existing buildings proposed for renovation or expansion (**addition**) shall meet the following standards:

1. **Buildings that already feature a particular style or present some of the characteristics of a style are recommended for restoration to preserve such features. Unless otherwise determined by the Corridor Review Committee (CRC), redevelopment of existing structures shall maintain the character features of the architecture.** Otherwise, they should be redesigned to improve compatibility with the context of King Street.
2. For **renovations / rehabilitations** of existing buildings, historic features used for architectural detail shall be preserved, restored, or reconstructed unless technically or economically infeasible and the removal is approved by the CRC. Removal (or partial removal) will only be permissible if deemed necessary by the CRC. **For drawings submitted for renovations (with or without CRC review needed),** the Applicant shall note the historic and architecturally significant



- elements on the building elevations submitted, along with a statement noting if the element will be retained, removed, or repurposed.
3. Primary features such as window shapes and sizes, opening patterns and entry doors, roof shapes and material pattern, siding patterns and finishes, porch and stair elements, foundations, and storefronts may be repaired and altered to the extent that the overall character of these elements is maintained. **Note that this expressly does NOT preclude height increases to the building.**
 4. Additions shall be designed so that there is the **least possible loss or obstruction of character-defining features**. The dominant features and facades of the existing building shall continue to be the prominent visual feature of the streetscape such that the new addition will not block or dwarf the existing building.
 5. **Residential typologies shall preserve the character** of the building. Therefore, they shall follow the guidelines for the residential conversion contained in Appendix B and must meet the following:
 - a. The roof and window types and shapes shall be preserved; and
 - b. Additions to the front of the building shall **maintain the character of a residential typology**.

5.4.1. Building Color (East King Only) EAST

On East King:

- a. A minimum combination of **two (2) colors** shall be required per building: one for the main body, another for the trim and the third one for doors or other architectural features. **Natural materials** such as brick, aluminum, stone, **count as one of the two colors**. See Appendix D for color palette.
- b. **Bands of color** around the building are not allowed, unless they are consistent with the pre-approved colors and **highlight an architectural feature**.
- c. An applicant that meets the statutory criteria of Section 553.79(20)(a), Florida Statutes, **must clearly identify** in the application materials the specific elements of the proposed project that apply to the statute. Once identified, these statutory design elements will be approved administratively.
- d. If an applicant wishes to use a non-pre-approved building color, the applicant **may submit** the color(s) for review and approval by the CRC. **If noted as such, approved colors shall apply to all future projects** and shall amend the approved colors noted in Appendix E.
- e. Building elevations (secondary/interior side façades) shall have the same color and materials as the façade facing the street.



Figure 12. Examples of Color Highlighting Architectural Features



Allowed – Left: Brick counts as one of the three colors; Window trims and door provide accent colors



Prohibited – Monochromatic schemes are not allowed.

5.4.2. Building Materials

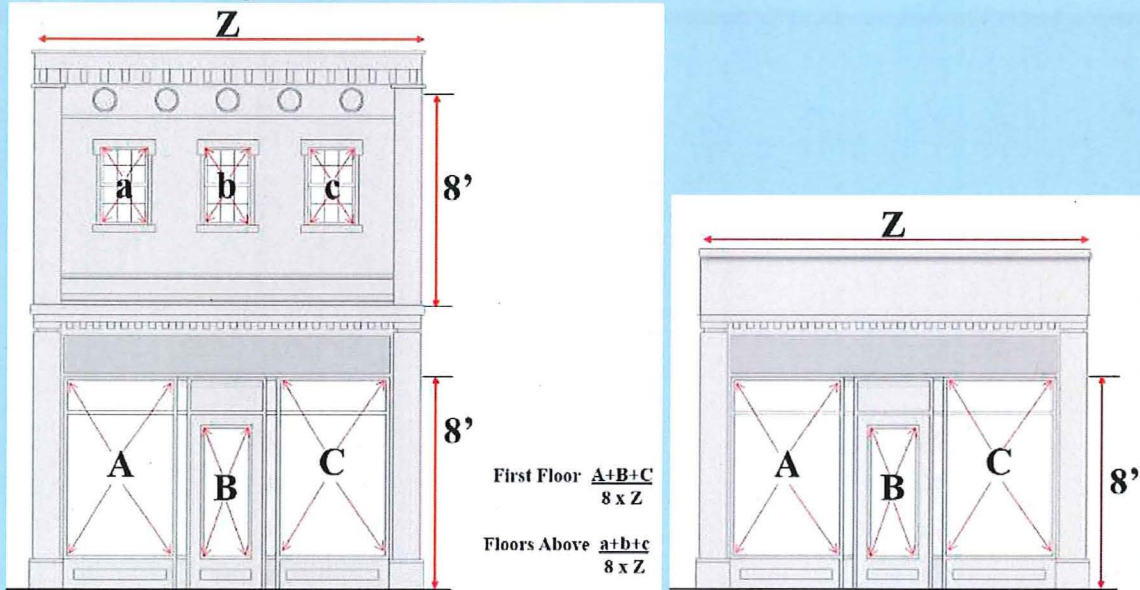
Allowable exterior finishes shall be selected based on the architectural style (see Appendix B). Exposed pre-engineered metal buildings, metal siding that is found on pre-engineered metal buildings, plastic panels, and other veneers are not allowed, unless a Modification of Standard is approved by the CRC. Unpainted wood siding is not allowed; however, natural siding (cedar, cypress, ipe, and natural hardwoods) may be left unpainted.

5.4.3. Fenestration and Glazing

Fenestration refers to the proportion of glass to the solid surface of a façade. *Glazing* refers to the transparency and reflectance of the glass. Fenestration shall be calculated as the total area of glass (windows and glass doors), or openings in the case of open porches, divided by the façade area measured from ground to eight (8) feet above ground in the case of the first story, and from the floor of the upper story to eight (8) feet above that line for upper stories (see Figure 13). If the façade includes several planes, they all count toward the calculation as long as the façade planes are within the required building setback.



Figure 13. Calculating Fenestration



1. The percent of fenestration shall be 30% minimum and 65% maximum of the ground floor facade facing the street. The percent of fenestration on upper floors facing the street shall be 20% minimum and 40% maximum. Renovations will not be required to meet this standard; however, additions are subject to meeting the percentages.

Figure 14. Commercial Typology - Examples of Fenestration



Prohibited - Do not meet the minimum (30% minimum)

Allowed - Meet the glazing rules (30% minimum first floor; 20% minimum second floor)

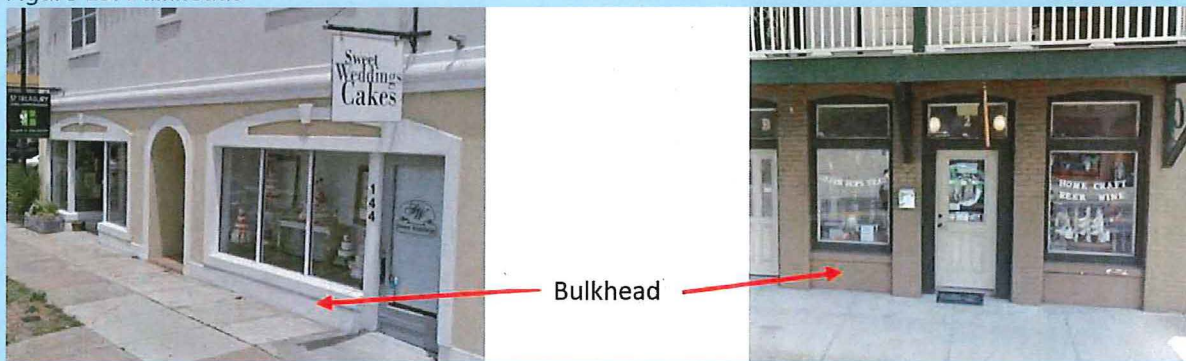
2. The size and orientation of windows shall reflect the architectural style of the building (see Appendix B).



City of St. Augustine King Street Design Standards

3. Glass shall be clear float (thin, smooth, clear glass surface), gray light, or solar glazing with 80% minimum transmittance. Reflective glass or film is not allowed.
4. Glass panes shall not exceed a maximum size of 6 feet by 8 feet.
5. Windows shall not be obscured or visually blocked by paint, shelves or attachments, but blinds and curtains are allowed to achieve privacy.
6. Bulkheads shall extend a minimum of 12 inches and a maximum of 30 inches above the finished floor (see Figure 15). Bay doors reused as windows are exempt from meeting this requirement. Buildings that are required to be elevated due to floodplain regulations may measure these distances from the interior finished floor.

Figure 15. Bulkheads



5.4.4. Awnings and Canopies

- a. Awnings or canopies (see Figures 16, 17 & 18), if installed, shall be placed between the first and second stories to provide protection from the weather and to delineate the transition between ground and upper floors.
- b. Awnings and canopies shall not obscure prominent architectural features, such as cornice lines, parapets, decorative window trim, etc. Stretched awnings on curved aluminum frames are not allowed.

Figure 16. Example of Awning





Figure 17. Example of Canopies



- c. Awnings shall be placed in a way to **accentuate the architectural features** of the building. Therefore, awnings shall not be installed to extend over multiple windows and doors. Figure 18 shows two examples, one where the awning was placed entirely across the façade (prohibited), while the other example shows the awnings used to accentuate the windows (allowed).

Figure 18. Awning Placement



Prohibited (across several windows)



Allowed (individual awnings for each window)

5.4.5. Building Entrances

1. **The main entrance of all buildings shall be oriented toward the King Street corridor.** The design of the façade shall reinforce presence of main entrance. In order to better address multi-modal mobility needs, on lots with a possible secondary entrance, the applicant will design the secondary entrance in the context of serving the multi-modal community, including, but not limited to, scaling the secondary entrance to pedestrian needs, providing unimpeded pedestrian pathways or sidewalks through the site, connecting pathways or sidewalks to adjacent parcels or other pedestrian features on public or private land, providing for bicycle racks, etc.
2. The front entrance (facing King Street) shall be operable, clearly-defined and highly-visible. In order to emphasize entrances, they shall be accented by a change in materials around the door, recessed into the façade (alcove), or accented by an overhang, awning, canopy or similar feature.
3. Doors may be solid or glazed. The acceptable door materials include wood, painted steel, and painted aluminum.



City of St. Augustine King Street Design Standards

4. **Pedestrian connections** from the public sidewalk and parking areas to the building entrance shall be provided. Buildings with entrances at a higher elevation than the public sidewalk shall create a transition within the setback (see Figure 19).

Figure 19. Pedestrian Transition



5.4.6. Building Roof

- a. Buildings with **flat roofs** shall have a **cornice treatment or a parapet**. The cornice shall be at least eighteen (18) inches in height. Parapet shall be a minimum of two (2) feet in height measured from the exterior horizontal roof surface.
- b. The vertical dimension of a hip roof shall not exceed the height of the supporting walls (see right; Y shall not be larger than X).
- c. In the case of flat roofs, roof materials shall be light-colored or a planted surface (green roof).
- d. **Mansard roofs shall be prohibited** (see Figure 20).

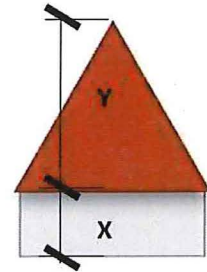


Figure 20. Examples of Mansard Roofs

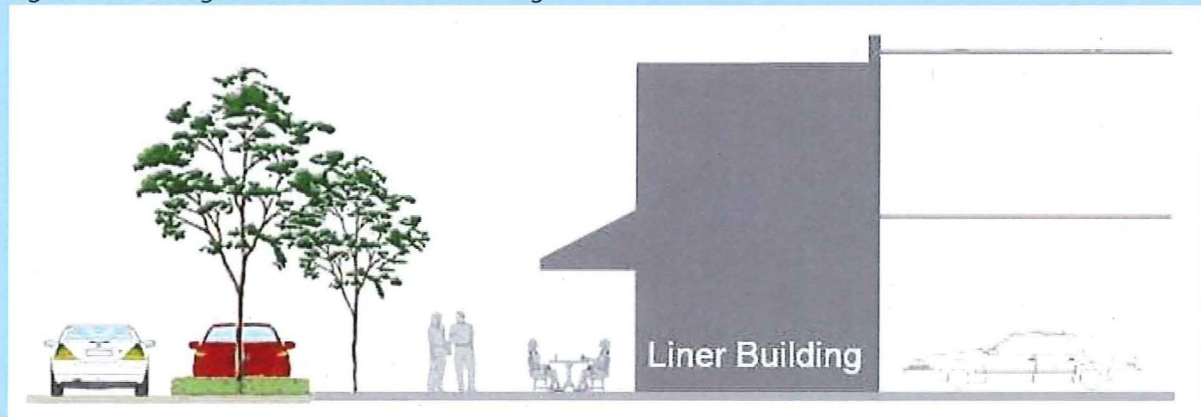
5.4.7. Parking Structure Design

- a. **Stand-alone parking garages**, where allowed by the zoning district, shall require approval by the CRC.



- b. Parking structures accessory to a principal use are required to be **placed behind a liner building** that houses active uses (e.g. commercial, office, residential). The liner building, which may be attached or detached from the parking structure, may be one story but shall extend for a minimum of seventy-five (75) percent of the length of the parking structure, and shall have a minimum depth of thirty (30) feet (see Figure 21).

Figure 21. Parking Structure with Liner Building



- c. Any portion of the parking structure that is not concealed behind a building shall be screened to conceal all internal elements such as plumbing pipes, fans, ducts and lighting. Ramping should be internalized wherever possible. Exposed spandrels shall be prohibited.
- d. The portion of the parking garage not concealed behind the liner building shall provide a landscaping strip along the façade. The landscaping strip shall have a minimum depth of 5 feet.
- e. The **exterior facades** of the parking garage shall be designed to **achieve architectural unity** with the principal structure.
- f. Parking structures shall meet setback, height, façade articulation, fenestration and glazing standards contained in this section.
- g. Ventilation openings shall resemble typical fenestration found within a particular area.

5.5. Site Access and Parking

5.5.1. Pedestrian Access and Circulation

Pedestrian walkways, ramps or steps (or a combination of these) shall link the public sidewalk to the front door entry.

5.5.2. Vehicular Access

The intent of the Standards is to **improve pedestrian connectivity by reducing vehicular connections** to a maximum of one (1) per site direct to King Street (or, when applicable, Malaga Street) and two (2) total per site.

Site modifications shall adhere to the following:



City of St. Augustine King Street Design Standards

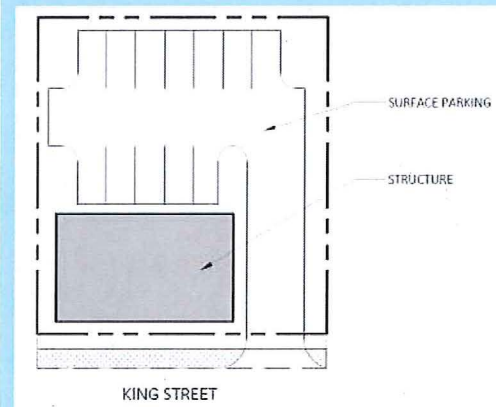
- a. Number of driveway connections:
 - a. Each site may have a **total of two (2) driveway connections**, with a maximum of one (1) from King Street (or, when applicable, Malaga Street). Only if required by the Fire Marshal for safety, additional driveway(s) may be permissible.
 - b. Sites with **existing connections to King Street (Malaga Street)** may keep a **maximum of one (1) connection**, which may be shifted along the street frontage, as long as engineering and site distance requirements are adhered to.
 - c. Multiple existing connections from King Street (Malaga Street) shall be **reduced to one (1) per site**.
 - d. **No new or additional connections** to King Street (Malaga Street) shall be allowed unless direct access from a secondary street is not available.
- b. Driveway design standards
 - a. **A one way ingress and one way egress shall equal one driveway.**
 - b. One-way drives shall not exceed 13 feet in width.
 - c. Two-way driveways shall not exceed 24 feet in width.
 - d. Turning radii of driveways and driveway permitting along King Street shall be determined by the applicable authority in the right of way.
 - e. Turning radii of driveways along all other streets shall not exceed 20 feet.

5.5.3. Parking Placement.

Surface parking lots shall be located **behind the building** (see Figure 22). However, the following parking placement alternatives are also allowed:

- a. Where a site is too shallow to provide parking behind the building, the placement of parking facilities is permitted on the side of the proposed
- b. Allowed building only if the building setback and building frontage requirements are met. A street wall, in addition to landscaping, will be required to screen the parking facility.
- c. The placement of parking facilities in front of a building is only permitted for the portion of the building that is not used to meet the building setback and building frontage requirements. A street wall, in addition to landscaping, will be required to screen the parking facility.

Figure 22. Parking Location and Access



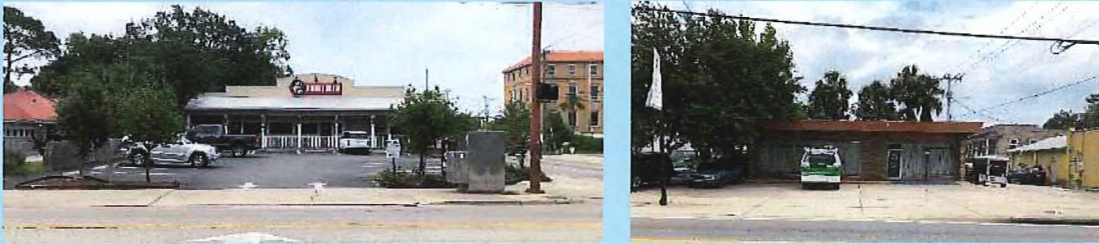
5.5.4. Existing Non-Conforming Parking Facilities

There are several sites in the district with parking spaces that do not meet current code standards in terms of access, location or size.



- a. *Parking in Front of the Building.* In conjunction with the redevelopment of a site, parking facilities that are already located in front of a building that is not being moved or demolished (see Figure 23) may remain.
- b. *Parking Spaces Accessed from Street.* In conjunction with the redevelopment of a site, existing parking spaces that are accessed directly from the street (as opposed to a parking lane) may remain as long as there is no option to provide the minimum parking requirements elsewhere on the site.
- c. *Non-Conforming Curb Cuts and Driveways.* Will only be required to meet the standards of this section if there is substantial redevelopment on the site.

Figure 23: Examples of Existing Non-Conforming Parking Facilities



5.5.5. Bicycle Parking

In conjunction with new construction and substantial redevelopment (as defined in Section 3), the applicant may provide bicycle parking facilities on the site at a **suggested minimum** rate of one bike rack space per 20 required vehicle spaces. The rack may be placed within the street setback area, but not within the public right-of-way, and it shall count towards the required front or side yard buffer (2' of width per bicycle space, not to exceed 6') or as an offset to required trees at a rate of one tree per three spaces (not to exceed two (2) trees).

5.6. Site and Building Lighting

Acceptable lighting on the site may include lights on the exterior of a building, up or down lighting shining on buildings or trees, and parking lot pole lighting.

- a. Lighting fixtures on the building shall be compatible with the architecture of the building.
- b. **Full cut-off** lighting fixtures shall be used for all exterior lighting. No lights are to glare directly at the right-of-way or the sky and **no source of illumination shall be visible from a residential district.**
- c. Permanent accent lighting designed to accentuate building details is encouraged.



City of St. Augustine
King Street Design Standards

- d. Exposed interior and exterior fluorescent or incandescent bulbs that are visible from the public right-of-way are not allowed. Only product information sheets shall be required for submittal.
- e. **Color LED and/or neon** may be used as architectural lighting to accentuate building frame, profiles or details, with **Corridor Review Committee approval**.
- f. Lighting poles may not surpass 20' in height as measured to the point of light output (see Figure 24).
- g. LED dimming technology shall be incorporated that reduces lighting level to minimum safe illumination after business closing hours, if possible. Refer to Illuminating Engineering Society guidelines. Minimum for a private parking lot is 0.13 footcandles. Lighting professional shall confirm minimum lighting level.



Figure 24. Lighting Height



5.7. Stormwater Facilities

Traditional stormwater retention facilities (such as ponds), where required, shall not be located within the front setback. **Stormwater is recommended to** be incorporated into the overall design of the project as amenities (The goal of encouraging the use of these mechanisms is to reduce stormwater runoff, capture contaminants closer to the source and reduce the use of potable water for irrigation and grey water activities). **Minimum criteria are below.**

Projects shall include **at least two of the following** low impact design concepts, **which may be located anywhere on the project (including the front setback):**

- Rain water harvesting (rain barrels, underground cisterns, and similar)
- Green roofs
- Bio-swales
- Rain gardens
- Pervious pavement (pervious concrete, pervious pavers, and/or other pervious pavements recognized by the United States Green Building Council). To be used for 10% minimum non-vehicular and vehicular parking **for credit.**

Figure 25. Examples of Stormwater Facility Design

Sources: The Urban Report; Green and Sustainable Services, LLC.





City of St. Augustine
King Street Design Standards

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Section 6. LANDSCAPING & SCREENING

6.1. Landscaping Introduction

This section contains the detailed landscaping standards for properties along King Street. The quality, installation, mitigation, and maintenance requirements of the City Code shall apply (see Section 25-53 of the Code).

6.1.1. Plant Materials

In general, site landscaping shall consist of **native or naturalized plants** that thrive in the St. Augustine climate and environment (see plant list in Appendix C). Plants shall be relatively drought tolerant to encourage the conservation of water.

6.1.2. Protection of Existing Landscape

Effort shall be made to minimize disturbance of terrain around buildings or elsewhere on the site, thus reducing the possibility of destroying or damaging important landscape features or archaeological resources. Construction plans shall **indicate areas of protection** and shall have **applicable notes regarding minimal disturbance of landscape elements to be preserved**.

Along the corridor, existing oaks in good health shall be protected when possible. **Oaks over 12" dbh to be removed shall have an additional 25% deficit applied to current tree mitigation calculations.**

6.2. Landscape Requirements

6.2.1. Introduction

The commercial structures along the corridor are characterized by limited landscape in the front yard. Landscape is often in raised planters and narrow strips when provided. The following landscape regulations follow the existing zoning landscape requirements for CM-2, CL-2, and CL-1.

6.3. Front Yard Landscape

6.3.1. Landscape Bufferyard Special Conditions

For commercial properties, up to 50% of required landscape may be shifted to adjacent side yard.

6.3.2. Landscape Bufferyard Classification

CM-2 zoned front yards, fronting King Street, shall have bufferyard classification 'G' according to City code. Specifically:



City of St. Augustine King Street Design Standards

Trees	Shrubs
5 trees per 100' of frontage	25 shrubs per 100' of frontage

CL-2 zoned front yards, fronting King Street, shall have bufferyard classification 'F' according to City code. Specifically:

Trees	Shrubs
4 trees per 100' of frontage	20 shrubs per 100' of frontage

CL-1 zoned front yards, fronting King Street, shall have bufferyard classification 'E' according to City code. Specifically:

Trees	Shrubs
4 trees per 100' of frontage	12 shrubs per 100' of frontage

6.3.3. Percentage of landscape

A minimum of 25% of the bufferyard length, not including drives, mechanical equipment, etc., shall be landscape. Raised planters are encouraged and shall count toward the bufferyard length; however, movable (potted) plants do not count toward a landscape bufferyard.

Figure 26. Landscape Percentage

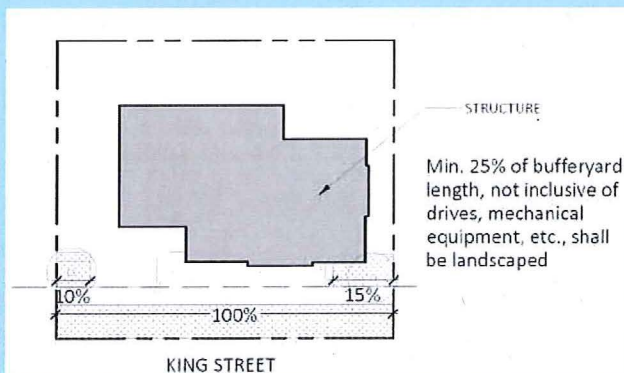


Figure 27. Examples of Planters





6.4. Side Yard Landscape

6.4.1. Landscape Bufferyard Classification

a. Screening buffers shall not be required between adjacent non-residential **zoned** sites along King Street. This shall apply to all properties. [Note: current code 'E']

b. When side yard setback is adjacent to a residential site:

- i. Side yards (no matter the zoning classification) shall have bufferyard classification 'E' according to City code. [Note: current code 'E'] Specifically:

Trees	Shrubs
4 trees per 100' of frontage	12 shrubs per 100' of frontage

- ii. When side yard setback is adjacent to a roadway: the side yard shall have bufferyard classification 'F' according to City code. [Note: current code 'E'] Specifically:

Trees	Shrubs
4 trees per 100' of frontage	20 shrubs per 100' of frontage

- iii. Up to 50% of required landscape may be shifted to a front, rear, or other side yard buffer.

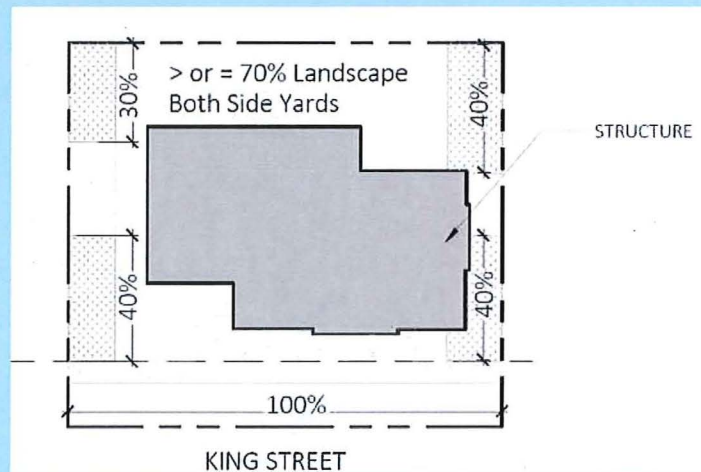
c. Screening buffers shall not be required between adjacent non-residential sites along King Street.



6.4.2. Percentage of landscape

A minimum of 70% of the bufferyard length, not including drives, mechanical equipment, etc., shall be landscape. Modification may be allowed if technically unfeasible.

Figure 28. Side Yard Percentage



6.5. Rear Landscape and Alleyway Bufferyard

6.5.1. Landscape Bufferyard Classification

- a. Rear yard shall have bufferyard classification 'E' according to City code for commercial properties. [Note: current code 'D'] Specifically:

Trees	Shrubs
4 trees per 100' of frontage	12 shrubs per 100' of frontage

- When the rear yard setback is adjacent to a residential site: in addition to the 15 foot setback required in Section 6 and the landscaping required in Section 6, a 6-foot minimum (8-foot maximum) finished masonry wall (stucco, decorative segmental wall, brick) shall be constructed within the rear buffer yard of the site. The adjacent residential property owner(s) may request directly from the applicant a wooden fence or landscape-only buffer and such agreement shall be filed with the building permit application with a notarized letter(s).
- If the site use changes, the adjacent residents shall be contacted by the property owner to inquire if a wall is desired by the residents (if a wall was not already constructed).



- b. When any setback is adjacent to an alleyway with commercial zoning on both sides: the setback shall be bufferyard classification 'D' according to City code. [Note: current code 'F' for front yard / 'D' for rear yard] Specifically:

Trees	Shrubs
3 trees per 100' of frontage	6 shrubs per 100' of frontage

6.5.2. Landscape Percentage

A minimum of 70% of the bufferyard length, not including drives, mechanical equipment, etc., shall be landscape.

6.6. Vehicular Use Areas

Vehicular use areas (VUAs) shall meet the following requirements in addition to the screening requirements set forth for the side and rear yards.

- Within each parking area of five thousand (5,000) square feet or more, there shall be a minimum of five (5) percent of landscaped areas, which shall be reasonably distributed within each five thousand (5,000) square feet of parking area so as to be prorated to fulfill the objectives of this article.
- Each separate planting area shall contain at least one (1) tree and a tree shall be planted for each one hundred (100) square feet of internal landscaping. All internal landscaping shall be protected from vehicular encroachment by curbing or wheel stops. All landscape areas shall be a minimum of one hundred (100) square feet, with the least dimension being five (5) feet.
- Note the intent of the VUA perimeter landscape is for shrub planting material to provide screening of vehicles, particularly on the rear and side yards.

6.7. Fences and Walls

While fences are typically used to achieve privacy on a site, street walls are used to continue the building frontage along a street, to screen vehicular areas such as parking lots, and to frame public zones such as courtyards and outdoor dining areas. Street walls and fences shall meet the following standards:

- In the **absence of a building façade along any part of the King Street site frontage line**, a **street wall may be built** in line with (co-planar with) the façade. Breaks are permitted in the street wall to provide vehicular and pedestrian access to the site, for plazas and gathering spaces, and for the purpose of tree protection. Street walls shall have openings no larger than necessary to allow automobile and pedestrian access.
- Street walls are the only types of fences/walls allowed facing streets** (see Figure 30). Privacy fences and walls are not allowed between adjacent uses along King Street.
- Street walls shall be located within the front setback, and may have landscaping or hard surface between the wall and the public sidewalk.



City of St. Augustine
King Street Design Standards

- d. Street walls shall be a minimum of 3 feet in height and shall not exceed a 5 foot maximum, as measured from the lower elevation of the public sidewalk or final elevation of adjacent interior development. However, the portion of the wall above 3 feet shall be no more than 50% solid.
- e. Street walls shall be constructed of wood, brick, masonry, powder-coated aluminum or stone matching or complementing the finishes on the building. Wrought iron or similar material may be incorporated into the design of the masonry street wall. Chain link, wire, and PVC fencing shall be prohibited from use as a street wall material.
- f. The area in front of a street wall may include landscaping or hardscape if used to expand the sidewalk.
- g. When landscaping is provided between the wall and the sidewalk, the landscaping strip shall be a minimum of two (2) feet wide.
- h. A three (3) foot wide landscape strip, as measured from the wall, shall also be provided on the interior side of the street wall.

Figure 30. Examples of Street Walls

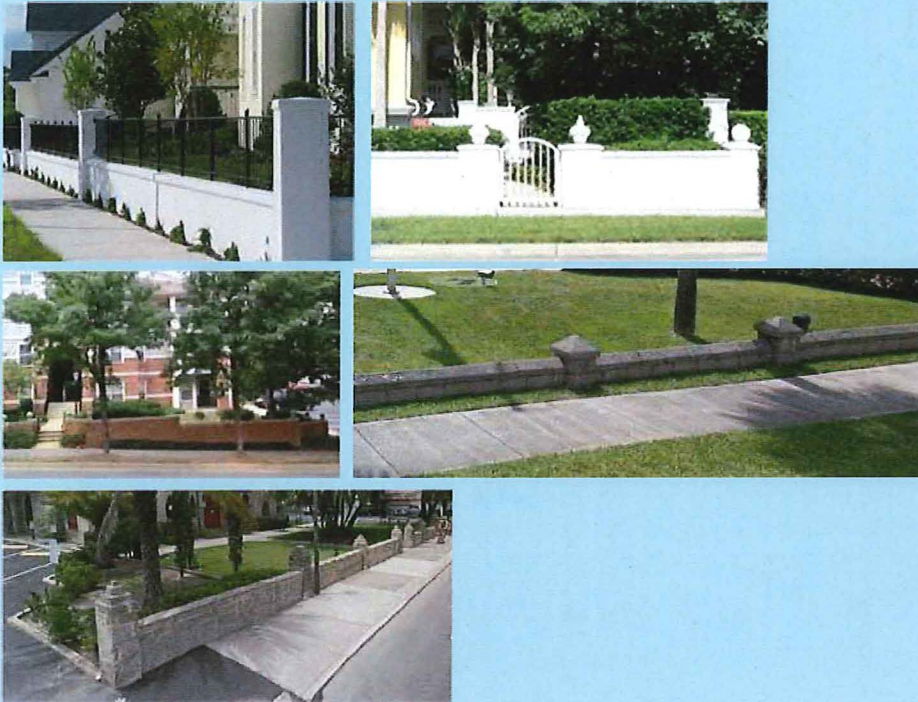
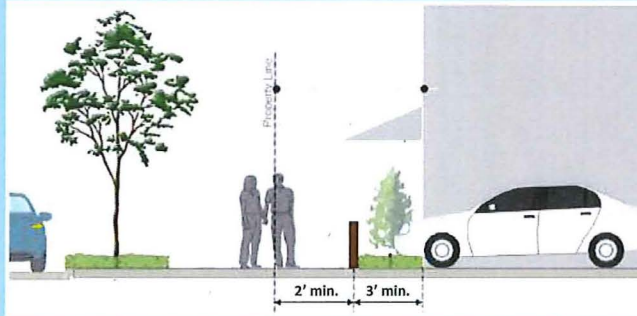


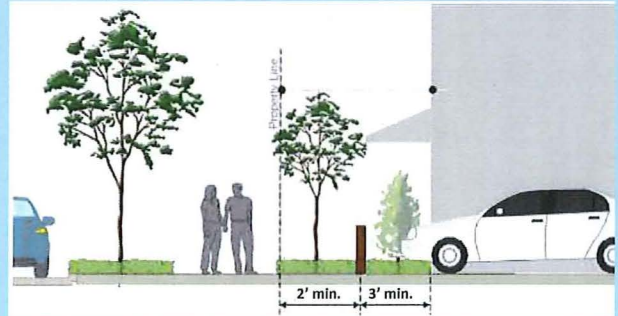


Figure 31. Street Walls and Landscaping

Expanded Sidewalk/Hardscape in front of Street Wall



Landscaping in front of Street Wall



6.8. Mechanical Equipment.

For the purpose of this section, mechanical equipment shall include, but is not limited to, a heating, ventilation, or air conditioning unit placed outside of a building; **vehicular/parking equipment (except for gate arms, if applicable)**; and any utility-related equipment such as pumps, meters, transformers and similar equipment required to be installed on a development site. **Mechanical equipment shall be located so that noise and visual impacts upon abutting residential property are minimized.**

- Mechanical equipment shall not be permitted within any required building setback unless the utility company determines this to be the only possible location.
- Mechanical equipment shall not be located between the building and the street, unless technically infeasible. On corner lots, the location of mechanical equipment along a secondary street may be permitted through the modification of standards process (see Section 4.7) subject to the screening requirements stated below.
- Screening** (by wall, solid fence or vegetative matter) that **exceeds the height of the equipment** shall be **required if the equipment is visible from the street** or adjacent properties. Certain equipment, such as, but not limited to rain barrels or cisterns, shall not require screening provided they are designed to blend with the building and are constructed with the same materials and colors.



City of St. Augustine King Street Design Standards

- d. Air conditioning units and elevator shafts are permitted to go above the standard building height limit but shall be visually screened from all public rights-of-way as shown in Figure 31. This restriction may limit the number of stories that can be built within the 35 foot maximum building height.



Figure 32. Equipment Screening

Screening rooftop equipment measured from furthest edge of right of way (Top Left: Unacceptable, Bottom Left: Acceptable).

6.9. Solid Waste Disposal Facilities

- a. Solid waste disposal facilities, solid waste, recycling, yard trash containers, and grease containers must be located to the side or rear of the building and shall be concealed from view from all sides by a wall or fence of up to 7 feet in height. The enclosure shall be made of wood, masonry or vinyl and shall be fitted with an opaque sliding or hinged door and working latch. Gates shall be able to be secured in the open position. No chain link fence is allowed for solid waste enclosures.
- b. On corner or double-frontage lots, the disposal facilities shall be accessed from the secondary frontage.
- c. Enclosure shall adhere to City Solid Waste requirements.
 - i. Width of 10-12 feet minimum.
 - ii. Depth of 10-12 feet minimum.
 - iii. Height of 7 feet minimum.
 - iv. Overhead clearance over and in front of dumpster shall be clear of obstructions 20' in height.
 - v. Bumper posts: two (2) steel, 4" diameter set in concrete. Placement 12" from back wall of enclosure.

6.10. Visibility Triangle

All landscaping within the triangular areas described below shall provide unobstructed cross visibility at a level between two (2) and six (6) feet above the ground. Trees having limbs and foliage extending into this cross visibility area shall be allowed, provided that they are so located so as not to create a traffic hazard. Landscaping, except grass and ground cover, shall not be located closer than three (3) feet from the edge of any accessway pavement. The triangular areas are:



- a. The areas of property on both sides of an accessway formed by the intersection of each side of the accessway, i.e. driveway, and the public right-of-way pavement line with two (2) sides of each triangle being ten (10) feet in length from the point of intersection and the third side being a line connecting the ends or the other sides.
- b. The area of property located at a corner formed by the intersection of two (2) or more public rights-of-way with two (2) sides of the triangular areas being measured thirty (30) feet in length along the abutting edges of pavement, from their point of intersection, and the third being a line connecting the ends of the other two (2) lines.



Figure 33. Visibility Triangle



City of St. Augustine
King Street Design Standards

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Figure 34. Permitted Sign Illumination

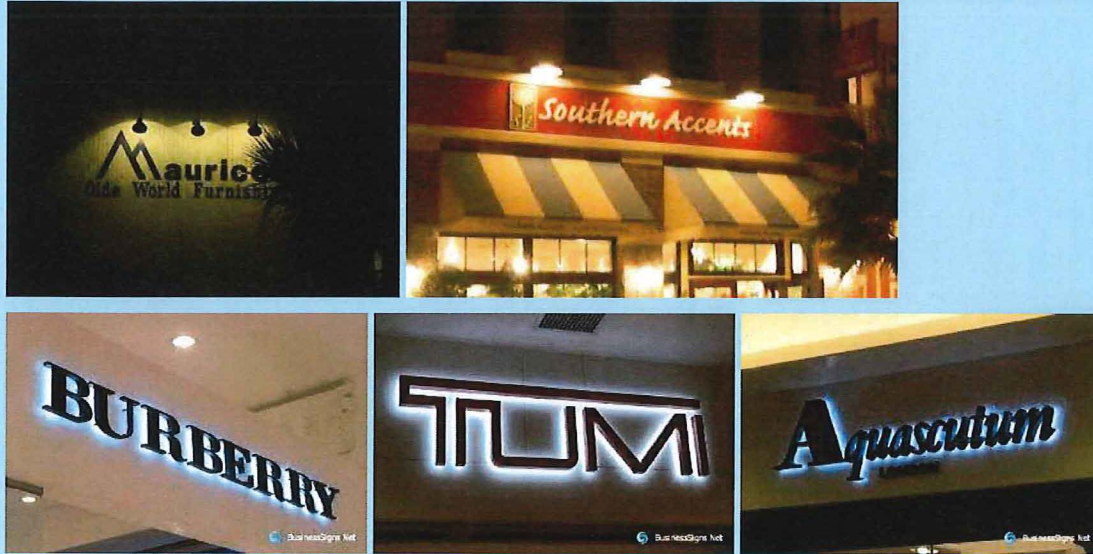


Figure 35. Prohibited Sign Illumination



7.4. Building Signs

- a. Wall signs shall be either a panel or individual letters applied to the wall, shall not project from the wall by more than 12 inches, shall not extend above the top of the wall where it is located, and in the case of two story buildings, it shall be placed between the first and second floor windows. Signs painted directly onto the façade are not allowed.
- b. Projecting signs may be read horizontally or vertically, may extend into the building setback zone, but not over the public right-of-way. They shall have a clearance of 8 feet from the ground and shall not exceed the height of the building wall where installed.
- c. Canopy signs may be applied to the face of the canopy and shall not exceed 50 percent of the width of the canopy. They are allowed to be placed fully or partially above or below the edge of the canopy, provided the sign consists of individual letters (as opposed to a panel). Canopy signs are also allowed to hang from the bottom of the canopy facing the street. An 8 foot clearance shall be provided.



Figure 36. Canopy Signs



- d. Awning signs shall not cover more than 30% of the vertical face (or near vertical part) of the awning.

Figure 37. Awning Signs



- e. Window signs (silk screen, vinyl letters, gold leaf, hand painted or neon) shall not occupy more than 25% of the glass window or door, and may be allowed for first and second story businesses.
- f. Hanging signs shall not count toward the maximum sign area allowed, provided it is placed under the awning or canopy, perpendicular to the building, and near the front door of the business. Such signs shall have an 8 foot minimum vertical clearance as measured from grade to the bottom of the sign, and a maximum height of 2 feet. While hanging signs do not count towards the maximum sign area, they do count toward the maximum allowed signs per business.
- g. Signs shall not obscure architectural details such as windows, cornice, decorative brickwork and storefronts.
- h. "Signs using neon lighting shall only be permissible within the West King district. Neon shall be prohibited within the remainder of the corridor."

7.5. Free Standing Signs

The need for freestanding signs is based on the placement of the building away from the street. When buildings cannot be seen by passing motorists, they need a larger sign by the street to indicate the location of the business. As future traditional commercial development in the King Street corridor is expected to bring the buildings closer to the street, it will not be necessary to utilize freestanding signs to locate the businesses. The building itself, and the signs on the building, will be visible to the passing motorists.

The existing residential conversion structures, on the other hand, contain buildings at a certain distance from the street. As an incentive for preserving this form of development, freestanding *pedestrian pole signs* will be allowed provided they meet the following standards:

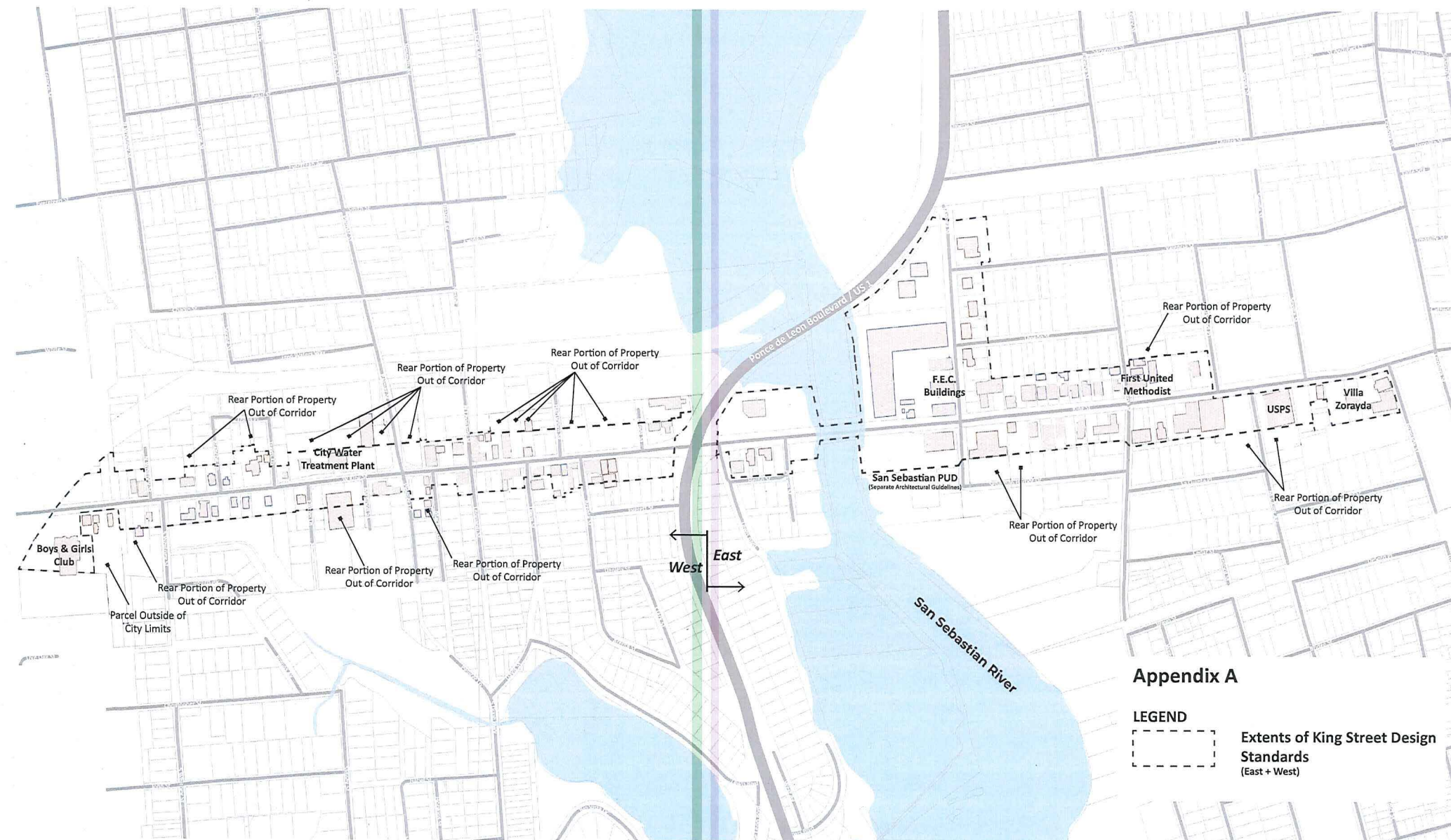


City of St. Augustine
King Street Design Standards

- a. The sign shall not exceed a height of fifteen (15) feet measured from the adjacent sidewalk and shall provide a clearance of 8 feet from the ground if it overhangs a pedestrian or vehicular circulation area.
- b. Pedestrian pole signs may be supported by one or two poles, or may be suspended from the structure as shown in Figure 40. The supporting poles may not exceed a width of 6 inches (each).
- c. The sign shall not be placed within 5 feet from any portion of the building.
- d. The sign may be placed up to the front property line, but **shall not extend over the public sidewalk** (far right below).

Figure 38. Examples of Pedestrian Pole Signs (Note that all new signs shall not extend over the public sidewalk)







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King Street Design Standards

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APPENDIX B: ARCHITECTURAL CHARACTERISTICS

MASONRY VERNACULAR - RESIDENTIAL

BACKGROUND

Masonry Vernacular is the most dominant architectural style in the King Street district. The Masonry Vernacular buildings, like the Frame Vernacular buildings, do not follow a particular style. For residential structures, Frame and Masonry Vernacular are very similar in terms of massing and proportions. The main difference between the two is that the Masonry Vernacular uses masonry material (formed work or brick/block) as the main structural support and may have a stucco façade for the exterior fabric. In the early decades of the century, wood frame houses were sometimes disguised as masonry by applying stucco cladding over the wooden studs. Conversely, some masonry vernacular homes have recently been covered with wood or vinyl siding. The following are the characteristics seen mostly on residential examples of the Masonry Vernacular. While new Masonry Vernacular residential buildings are not expected or encouraged in the area, the following characteristics are provided to aid in the preservation of the existing vernacular homes.

BUILDING PLAN

- 1) Rectangular or L-shaped.
- 2) Garages and carports are secondary to the main building/facade. They are either recessed from main façade or detached and placed in the rear.
- 3) Normally one-car space only. Very few examples have a double car garage, and in those cases, there are two doors, instead of a double-wide door.

FOUNDATION

- 1) Brick or concrete footings.

FACADE

- 1) Vertically oriented.
- 2) Simple entrance.
- 3) Three-bay or five-bay pattern.

PORCHES

- 1) Wide front porches.
- 2) Full width, wrap around, or fill in between the "L".
- 3) Commonly elevated 2'-6" to 3'-6" above grade.
- 4) Columns are typically narrow and made of wood with few details; usually spaced evenly across the façade.
- 5) If railings used, they were wooden with 1 ¼ inch square balustrades.

MATERIALS

- 1) Painted block; sometimes has a rough stucco finish.
- 2) Brick chimneys sometimes finished with stucco.

ROOF

- 1) Front, side and cross gable. Sometimes hip roof is used.
- 2) Main roofs are steeply pitched (8:12 to 12:12).
- 3) Porch roofs have a low pitch (2:12 to 4:12).
- 4) Rafter ends are exposed, unadorned, and extend beyond the face of the wall.
- 5) Composition or metal shingles, V-crimp metal roof materials.



City of St. Augustine King Street Design Standards

- 6) Brick or stucco chimneys, typically on the gable end walls.
- 7) Dormers were sometimes used on 1 ½ story homes.

DOORS

- 1) Transoms, fanlights are common.
- 2) French doors and simple balconies are used occasionally.
- 3) Door trim projects out from wall cladding, approximately ¾ inch. Jamb trim is at least 4" wide, and headers (lintel) are normally 6" wide.
- 4) Doors contain recessed wood panels.

WINDOWS

- 1) Windows are typically single, tall and narrow.
- 2) Multi-pane, double-hung sash windows (6/6, 3/1, 2/2 or 1/1). Awning and jalousie/louvered windows used in later construction (mid-century).
- 3) Transoms, fanlights and attic louvers are common.
- 4) Second floor windows align with first floor windows.
- 5) Windows are spaced evenly along all facades.
- 6) Window trim projects out from wall cladding, approximately ¾ inch. Jamb trim is at least 4" wide, and headers (lintel) are normally 6" wide.
- 7) Shutters are not typically used. When used, they should be paneled and should be either operable or proportioned to look operable.

COLORS

- 1) Colors range in the pastel family from light yellow and green to gray and brown.

ORNAMENTATION

- 1) Detailing is simple, usually consisting of cast concrete.

FENCES

- 1) Wooden fences are most common.
- 2) Picket fences with various level of ornamentation, consistent with the main building.

LOCAL EXAMPLES





MASONRY VERNACULAR - NON-RESIDENTIAL

BACKGROUND

Non-residential Masonry Vernacular buildings outnumber all other styles in the King Street district. As noted above, Masonry Vernacular buildings do not follow a particular style, but rather reflect local conditions and trends. The non-residential Masonry vernacular buildings in the district can be classified based on the type of use they serve.

The **one and two-story commercial masonry vernacular buildings** are encouraged in the King Street district. See style characteristics below. There are two examples of **multi-story masonry vernacular buildings** in the district. Neither one, however, has commercial use on the ground floor.

In more recent years, a different type of commercial vernacular has emerged – buildings housing auto-oriented uses. The **auto-oriented masonry vernacular buildings** typically have the customer parking area in front of the building. And even when the building is located close to the street, the entrance to the building faces the parking lot on the side of the building. The windows on this type of building are much smaller than the commercial buildings discussed above. There is one example in the district of a masonry vernacular building, with a large setback and porte cochere, that used to be a service station but today serves as a kart, scooter and bike rental. This type of building is not appropriate in the King Street Entry Corridor District.

The **institutional masonry vernacular buildings** in the King Street district date from different very periods of time, and do not represent a particular trend. The older examples do project a more monumental presence with their architectural detail and vertical orientation, and are oriented to the street.

Masonry vernacular buildings sometimes adopt architectural elements from other styles but not in such a strong manner as to classify it under that style. While it is acceptable to infuse a stylistic flare to the commercial buildings, the main character or typology of such buildings shall follow closely the description provided above for the one, two or multi-story masonry vernacular buildings.

BUILDING PLAN

- 1) The building is typically oriented to the street, placed close to the sidewalk;
- 2) The ground floor is used for retail or restaurant use and the second floor may house apartment units or office space;
- 3) Parking is located in the rear of the site or, in some cases, to the side of the building.

FOUNDATION

- 1) Slab or continuous wall (concrete or masonry units)

FAÇADE/FRONTAGE ELEMENTS

- 1) The ground floor façade includes one or several store-fronts with glass display windows and doors and low bulkhead;
- 2) Awnings and canopies are commonly used in the one-story examples. Galleries and canopies (sometimes projecting over the sidewalk) are seen in the two-story examples.

COLORS

- 1) Colors range from pastels to earth colors;
- 2) Contrasting base and trim colors.

ROOF

- 1) Flat, hip, or gable pitched roof;



City of St. Augustine King Street Design Standards

- 2) Parapets are used to hide the main roof;

DOORS

- 1) Recessed storefront glass doors are common;
- 2) Wood or metal door frames.

WINDOWS

- 1) Fixed plate glass display windows and doors on the first floor.
- 2) Upper floor windows are typically single, tall and narrow; some may include arches or decorative brick work trim.
- 3) Multi-pane, double-hung sash windows (6/6, 3/1, 2/2 or 1/1).
- 4) Windows are spaced evenly along all facades.
- 5) Upper story window trim projects out from wall cladding, approximately $\frac{3}{4}$ inch. Jamb trim is at least 4" wide, and headers (lintel) are normally 6" wide.
- 6) Shutters are not typically used. When used, they should be paneled and should be either operable or proportioned to look operable.

MATERIALS

- 1) Exposed brick, painted block; sometimes has a rough stucco finish.

ORNAMENTATION

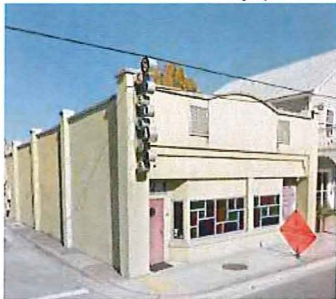
- 1) Detailing is simple, usually consisting of cast concrete.

SIGNS

- 1) Business signs typically include wall or projecting signs complementing the design of the façade;

LOCAL EXAMPLES

Commercial one-story (encouraged):





Commercial two-story (encouraged):



Commercial multi-story (encouraged where the building height is permitted by the zoning district):



Commercial auto-oriented (prohibited for new construction):





City of St. Augustine
King Street Design Standards



Institutional (permitted subject to meeting building orientation standards):





FRAME VERNACULAR

BACKGROUND

Frame Vernacular is one of the most dominant architectural styles in the King Street area. Vernacular architecture refers to a regional or “folk” architecture, built with local materials and local labor, without formal plans, and for the most economical price at the time. Vernacular, while considered a style, does not belong to any particular formal architectural style, rather its design reflects a trend toward simplicity. Some Frame Vernacular buildings have one story, others have two; while some have front gable roofs, others may have side-gable or cross gable roofs. Most Frame Vernacular buildings in the district are residential homes; however, the style is often used on non-residential buildings as well.

BUILDING PLAN

- 1) Rectangular or L-shaped.
- 2) Garages and carports are secondary to the main building/facade. They are either recessed from main façade or detached and placed in the rear. Sites that have been converted to commercial or office use have demolished the garage (if one was present in the rear) and replaced it with surface parking.

FOUNDATION

- 3) Brick, tabby or concrete block piers.
- 4) Spaces between piers left open.
- 5) Lattice infill between piers is common.

FACADES

- 1) Vertically oriented.
- 6) Three-bay or five-bay pattern.
- 7) Simple entrance.

COLORS

- 1) Colors range in the pastel family from light yellows and grays to light pastel colors.

PORCHES

- 1) Wide front porches.
- 2) Full width, wrap around, or fill in between the “L”.
- 3) Commonly elevated 2’-6” to 3’-6” above grade.
- 4) Columns are typically narrow and made of wood with few details; usually spaced evenly across the façade.
- 5) If railings used, they were wooden with 1 ¼ inch square balustrades.

ROOF

- 1) Front, side and cross gable.
- 2) Main roofs are steeply pitched (8:12 to 12:12).
- 3) Porch roofs have a low pitch (2:12 to 4:12).
- 4) Rafter ends are exposed, unadorned, and extend beyond the face of the wall.
- 5) Asbestos, composition or metal shingles, V-crimp metal.



City of St. Augustine King Street Design Standards

- 6) Brick or stucco chimneys, typically on the gable end walls.
- 7) Dormers sometimes used on 1 ½ story homes.

DOORS

- 1) Transoms, fanlights are common.
- 2) Door trim projects out from wall cladding, approximately ¾ inch. Jamb trim is at least 4" wide, and headers (lintel) are normally 6" wide.
- 3) Doors contain recessed wood panels.

WINDOWS

- 1) Windows are single, tall and narrow.
- 2) Multi-pane, double-hung sash windows (6/6, 3/1, 2/2 or 1/1). Jalousie used in later construction (mid-century).
- 3) Transoms, fanlights and attic louvers are common.
- 4) Second floor windows align with first floor windows.
- 5) Houses built in the early 1900s had wood windows. Aluminum and vinyl windows have been used more recently.
- 6) Windows are spaced evenly along all facades.
- 7) Window trim projects out from wall cladding, approximately ¾ inch. Jamb trim is at least 4" wide, and headers (lintel) are normally 6" wide.
- 8) Shutters are not typically used. When used, they should be paneled and should be either operable or proportioned to look operable.

MATERIALS

- 1) Horizontal wood siding; less common are wood shingles and board and batten. Vinyl and fiber cement siding used more recently.

ORNAMENTATION

- 1) Sparse, limited to ornamental woodwork.

FENCES

- 1) Wooden fences are most common.
- 2) Picket fences with various level of ornamentation, consistent with the main building.

LOCAL EXAMPLES





MID-CENTURY MODERN

BACKGROUND

The Mid-Century style buildings typically have open floor plans with large windows and exposed structural elements. The following are some of the elements characteristic of the mid-century architecture, which may be used as inspiration when designing new buildings:

BUILDING PLAN/Form

- 1) Horizontal emphasis.
- 2) Reflects the influence of the automobile
- 3) Volumes are relatively small and horizontal/rectangular in form. However, some include **geometrical shapes** that contrast with the simplicity of the building.

FOUNDATION

FAÇADE

- 1) Brick, stone, stucco, and wood;
- 2) Simple, minimal facade expression.
- 3) •Asymmetrical façades.

COLORS

- 1) Bright or subdued colors; typically with darker trim colors or bright metals to offset

FRONTAGE ELEMENTS

- 1) Cantilever canopies and awnings;
- 2) Porte cocheres;
- 3) Covered walkways/breezeways;

ROOF

- 1) Roofs are varied (flat, gable, hip), but with a predominance of flat roofs with small ledge (coping) at roofline.
- 2) Some buildings have deep overhangs. Other types of roofs in the area include shed roofs and mansard roofs.

DOORS & WINDOWS

- 1) Fenestration is often irregular and asymmetrical. Some buildings display large plate glass windows;
- 2) Casement, corner, picture or ribbon windows arranged horizontally;

MATERIALS

- 1) Expressive building structure (exposed steel frame, architectural block).
- 2) Smooth, rounded wall surfaces, often stucco;
- 3) Horizontal grooves or lines in walls (sometimes fluted or pressed metal);
- 4) Reinforced concrete, steel, glass, storefront.
- 5) Metal balustrades;
- 6) Angled supports and railings;



City of St. Augustine King Street Design Standards

ORNAMENTATION

- 1) Very little ornamentation;
- 2) Decorative concrete block screens. The use of stone and wood provides an interesting contrast on the façades.
- 3) Geometrical shapes and strong angles contrasting with the simple design

SIGNS

- 1) Integral part of the building architecture.

LOCAL EXAMPLES





OTHER STYLES PRESENT

Bungalow



Commercial with Moorish Influence



Spanish Colonial Revival



Mediterranean Revival



Spanish Colonial Influence



Moorish Revival





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King Street Design Standards

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APPENDIX C: LANDSCAPE PLANTS

Botanical Name

Common Name

Street Trees

<i>Quercus laurifolia</i>	Laurel Oak
<i>Quercus virginiana</i>	Live Oak
<i>Quercus shumardii</i>	Shumard Oak
<i>Plantanus occidentalis</i>	Sycamore
<i>Taxodium distichum</i>	Bald Cypress
<i>Ulmus parrifolia</i>	Drake Elm

Street Palms

<i>Phoenix canariensis</i>	Canary Island Date Palm
<i>Phoenix dactalifera</i>	Date Palm
<i>Phoenix sylvestris</i>	Sylvestris Date Palm
<i>Sabal palmetto</i>	Sabal Palm
<i>Washingtonia robusta</i>	Washington Palm

Accent Trees and Palms

<i>Acer rubrum</i>	Red Maple
<i>Bambusa spp.</i>	Bamboo (clumping)
<i>Butia capitata</i>	Pindo Palm
<i>Cercis cananadensis</i>	Redbud
<i>Ilex cassine</i>	Dahoon Holly
<i>Ilex opaca</i>	American Holly
<i>Ilex vomitoria</i>	Yaupon Holly
<i>Juniperus silicicola</i>	Southern Red Cedar
<i>Juniperus virginiana</i>	Eastern Red Cedar
<i>Lagerstroemia indica</i>	Crape Myrtle
<i>Ligustrum spp.</i>	Ligustrum
<i>Liquidambar styraciflua</i>	Sweetgum
<i>Livistonia chinensis</i>	Chinese Fan Palm
<i>Magnolia grandiflora</i>	Southern Magnolia
<i>Myrica cerifera (Morella cerifera)</i>	Wax Myrtle
<i>Phoenix reclinata</i>	Senegal Date Palm
<i>Prunus agustifolia</i>	Chickasaw Plum
<i>Prunus calleryana</i>	Bradford Pear
<i>Prunus caroliniana</i>	Cherry Laurel
<i>Trachycarpus fortunei</i>	Windmill Plum



City of St. Augustine King Street Design Standards

Botanical Name

Common Name

Hedges*, Shrubs*, Cycads and Palms

(*To be used as hedge or screen for parking lots.)

<i>Abelia grandiflora*</i>	Abelia
<i>Camellia japonica</i>	Camellia
<i>Camellia sasanqua</i>	Sasanqua Camellia
<i>Cassia spp.</i>	Cassia
<i>Cortaderia selloana</i>	Pampas Grass
<i>Crinum spp.</i>	Crinum Lily
<i>Eleagnus pungens*</i>	Silverthorn
<i>Eragrostis spectabilis</i>	Purple Lovegrass
<i>Feijoa sellowiana*</i>	Feijoa
<i>Galphimia (or Thryallis) glauca</i>	Thryallis
<i>Gardenia jasminoides</i>	Gardenia
<i>Hibiscus spp.</i>	Hibiscus
<i>Ilex cassine</i>	Dahoon Holly
<i>Ilex cornuta*</i>	Chinese Holly
<i>Ilex cornuta* "Burfordi"</i>	Burford Holly
<i>Ilex crenata</i>	Japanese Holly
<i>Ilex vomitoria "nana"</i>	Dwarf Yaupon Holly
<i>Illicium anisatum*</i>	Star Anise
<i>Illicium parviflorum*</i>	Yellow Anise
<i>Juniperus chinensis*</i>	Chinese Juniper
<i>Juniperus spp.</i>	Junipers
<i>Lantana camara</i>	Lantana
<i>Ligustrum japonicum*</i>	Japanese Privet
<i>Magnolia grandiflora 'Little Gem'</i>	Little Gem Magnolia
<i>Muhlenbergia capillaris</i>	Muhly Grass
<i>Nandina domestica</i>	Heavenly Bamboo
<i>Nerium oleander</i>	Oleander
<i>Philodendron selloum</i>	Split Leaf Philodendron
<i>Photinia fraseri</i>	Fraser's Photinia
<i>Pittosporum tobira*</i>	Pittosporum
<i>Plumbago auriculata</i>	Plumbago
<i>Podocarpus macrophyllus*</i>	Podocarpus
<i>Pyracantha coccinea</i>	Firethorn Pyracantha
<i>Raphiolepis indica</i>	Indian Hawthorn
<i>Rhapidochillum hystrix</i>	Needle Palm
<i>Rhododendron indica*</i>	Indica Azaleas
<i>Rhododendron obtusum</i>	Dwarf Azaleas
<i>Rhododendron kurume</i>	Kurume Azaleas
<i>Serenoa repens</i>	Saw Palmetto
<i>Spartina spp.</i>	Cordgrass
<i>Thuja occidentalis</i>	American Arborvitae
<i>Viburnum odoratissimum*</i>	Sweet Viburnum
<i>Viburnum suspensum*</i>	Sandankwa Viburnum
<i>Viburnum Tinus</i>	Laurustikus Viburnum
<i>Yucca elephantipes</i>	Spineless Yucca
<i>Yucca smalliana</i>	Bear Grass
<i>Zamia floridana</i>	Coontie
<i>Zamia furfuracea</i>	Cardboard Plant

Groundcovers

<i>Aspidistra elatior</i>	Cast Iron Plant
---------------------------	-----------------



<i>Catharanthus roseus</i>	Periwinkle, Vinca
<i>Cyrtomium falcatum</i>	Holly Fern
<i>Dietes iridioides</i>	African Iris
<i>Ficus pumila</i>	Creeping Fig
<i>Gaillardia pulchella</i>	Gaillardia
<i>Gelsemi sempervirens</i>	Carolina Jessamine
<i>Gerbera jamesonii</i>	Gerbera Daisy
<i>Hedera canariensis</i>	Algerian Ivy
<i>Hedera helix</i>	English Ivy
<i>Hemerocallis spp.</i>	Day Lilly
<i>Helianthus debilis</i>	Beach Sunflower
<i>Ipomoea stolonifera</i>	Beach Morning Glory
<i>Iris virginica</i>	Blue Flag
<i>Lantana depressa</i>	Yellow Pineland Lantana
<i>Lantana montevidensis</i>	Weeping Lantana
<i>Liriope spp.</i>	Lilly Turf
<i>Lonicera japonica "Halliana"</i>	Hall's Honeysuckle
<i>Nandina domestica "nana"</i>	Dwarf Heavenly
<i>Nephrolepis exaltata</i>	Sword or Boston Fern
<i>Ophiopogon japonicus</i>	Mondo Grass
<i>Pittosporum tobira "nana"</i>	Dwarf Pittosporum
<i>Rudbeckia hirta</i>	Black Eyed Susan
<i>Trachelospermum asiaticum</i>	Confederate Jasmine
<i>Trachelospermum jasminoides</i>	Star Jasmine
<i>Tulbaghia violacea</i>	Society Garlic
<i>Vinca major</i>	Bigleaf Periwinkle
<i>Zamia floridana</i>	Coontie

Botanical Name

Common Name

Vines

<i>Clematis dioscoreifolia</i>	Japanese Clematis
<i>Clematis virginiana</i>	Sweet Autumn Clematis
<i>Glesmium sempervirens</i>	Carolina Jasmine
<i>Hedera canariensis</i>	Algerian Ivy
<i>Hedera helix</i>	English Ivy
<i>Ipomeea stolonifera</i>	Beach Morning Glory
<i>Jasminum multiflorum</i>	Downy Jasmine
<i>Jasminum sambac</i>	Arabian Jasmine
<i>Lonicera japonica "halliana"</i>	Hall's Honeysuckle
<i>Lonicera sempervirens</i>	Coral Honeysuckle
<i>Parthenocissus quinquefolia</i>	Virginia Creeper
<i>Trachelospermum asiaticum</i>	Confederate Jasmine
<i>Trachelospermum jasminoides</i>	Star Jasmine
<i>Wisteria sinensis</i>	Chinese Wisteria

Turfgrass

Bahia Grass Bermuda Grass Centipede Grass
St. Augustine Grass
Zoysia Grass

Plants Not Listed

All native plantings as defined by UF/IFAS or USDA to northeast Florida may be used in addition to this list.
All plantings defined as "Florida Friendly" and suited to northeast Florida's climate by UF/IFAS may also be used.
Refer to the Florida-Friendly Landscape website for more assistance: <http://fyn.ifas.ufl.edu/>

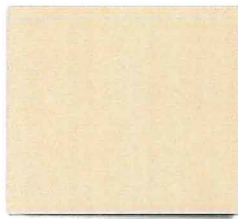


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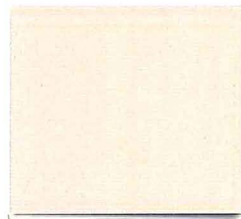
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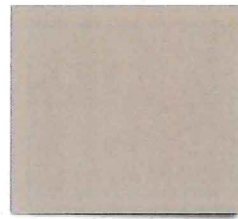
APPENDIX D: COLORS (EAST KING ONLY)



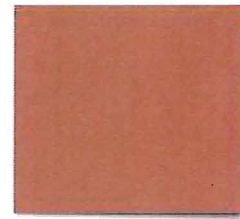
SW 0036
Buckram Binding
Interior



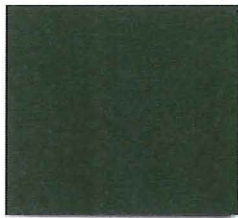
SW 0035
Indian White
Interior / Exterior



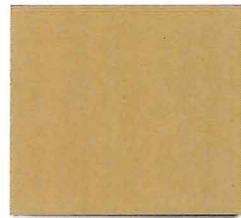
SW 0037
Morris Room Grey
Interior / Exterior



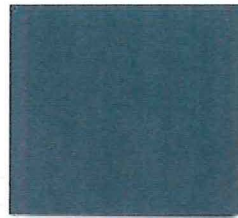
SW 0040
Roycroft Adobe
Interior / Exterior



SW 0041
Dard Hunter Green
Interior / Exterior



SW 0043
Peristyle Brass
Interior / Exterior



SW 0048
Bunglehouse Blue
Interior / Exterior

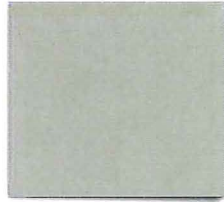
NOTE: Colors
may be
increased or
decreased in
saturation 10%
from color
sample.



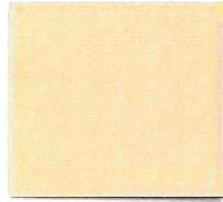
City of St. Augustine
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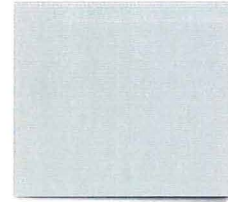
SW 0065
Vogue Green
Interior / Exterior



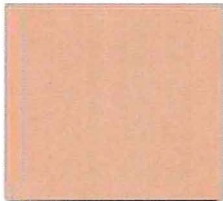
SW 0066
Cascade Green
Interior / Exterior



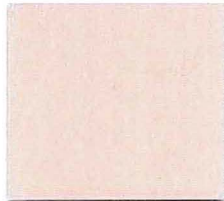
SW 0067
Belvedere Cream
Interior / Exterior



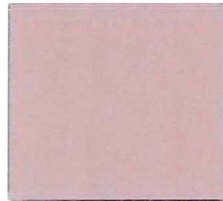
SW 0068
Copen Blue
Interior / Exterior



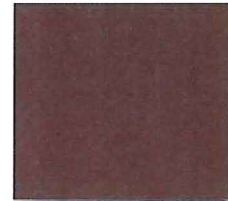
SW 0069
Rose Tan
Interior / Exterior



SW 0070
Pink Shadow
Interior / Exterior

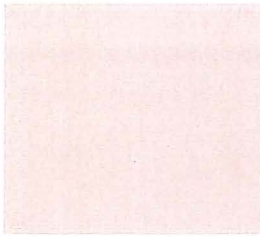


SW 0071
Orchid
Interior / Exterior

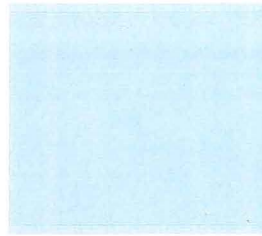


SW 0072
Deep Maroon
Interior

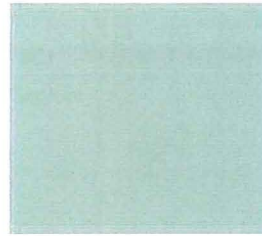
City of St. Augustine
King Street Design Standards



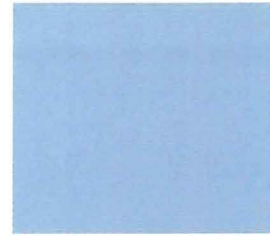
SW 6316
Rosy Outlook
Interior / Exterior



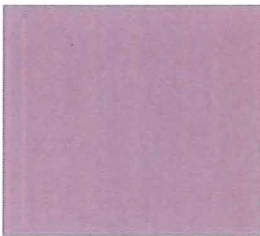
SW 6771
Bathe Blue
Interior / Exterior



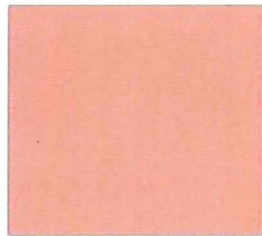
SW 6464
Aloe
Interior / Exterior



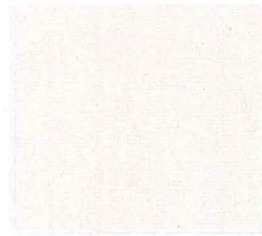
SW 6815
Awesome Violet
Interior / Exterior



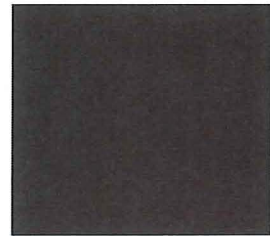
SW 0074
Radiant Lilac
Interior / Exterior



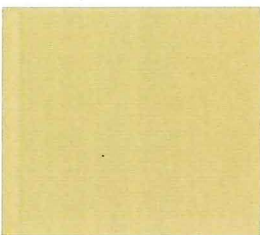
SW 0025
Rosedust
Interior / Exterior



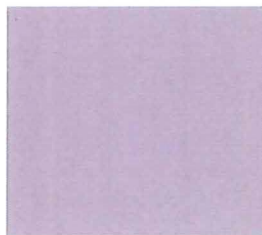
SW 6035
Gauzy White
Interior / Exterior



SW 7083
Darkroom
Interior / Exterior



SW 6401
Independent Gold
Interior / Exterior



SW 6556
Obi Lilac
Interior / Exterior

NOTE: Colors
may be
increased or
decreased in
saturation 10%
from color
sample.

Draft v8.1

Prepared by



Marquis Latimer + Halback, Inc.

34 Cordova Street, Suite A

St. Augustine, FL 32084

Jeremy Marquis, RLA, ASLA, LEED AP BD+C, Project Manager

jeremy@halback.com



S&ME. Inc.

1615 Edgewater Drive, Suite 200

Orlando, FL 32804

Pat Tyjeski, AICP

ptyjeski@smeinc.com



ITEM 9.B.2.

Resolution 2019-16

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

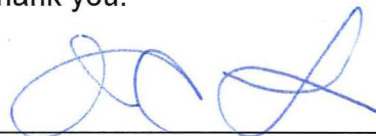
DATE: August 14, 2019

RE: **RESOLUTION 2019-16: PETITION FEES FOR STREET VACATIONS**

Please find enclosed Resolution 2019-16 which establishes the fees for administrative costs related to any petition for vacation or abandonment of any street, alley or other public way.

Please place Resolution 2019-16 on the regular City Commission agenda for adoption on August 26, 2019.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

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

RESOLUTION 2019-16

A RESOLUTION ESTABLISHING PETITION FEES FOR ADMINISTRATIVE COSTS RELATED TO ANY PETITION FOR THE VACATION OR ABANDONMENT OF ANY STREET, ALLEY OR OTHER PUBLIC WAY PURSUANT TO CITY OF ST. AUGUSTINE ORDINANCE 2019-17.

WHEREAS, the City Commission of the City of St. Augustine has adopted Ordinance 2019-17 relating to procedures for petitions to vacate or abandon any street, alley or other public way; and

WHEREAS, Ordinance 2019-17 provides the City Commission the authority to set by resolution the petition fee for the reasonable administrative costs related to these petitions; and

WHEREAS, payments for petition fees shall be staggered and non-refundable; and

WHEREAS, representative staff from every city department will review each petition and provide comments to petitioners at a staff review prior to the petition being scheduled for hearing before the City Commission; and

WHEREAS, the City Commission finds and determines that adoption of this resolution is in the public interest of the citizens of the City of St. Augustine.

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

Section 1. The City of St. Augustine, adopts the findings of fact and conclusions of law as described in the recitals herein.

Section 2. An initial payment of \$150.00 shall be due when the petition is filed to cover administrative costs up to and including the City Commission hearing the petition. A second payment of \$250.00 shall be due prior to setting the ordinance on the petition for first reading. These fees shall be non-refundable.

Section 3. This resolution shall become effective immediately upon adoption by the City Commission.

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

ATTEST:

Tracy W. Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

RESOLUTION NO. 2019-30

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE ANY NECESSARY CONTRACTUAL AGREEMENTS BETWEEN THE CITY OF ST. AUGUSTINE AND THE SCHOOL BOARD OF ST. JOHNS COUNTY FOR YOUTH RESOURCE OFFICERS TO BE STATIONED AT PUBLIC SCHOOLS WITHIN THE CITY.

WHEREAS, the School Board of St. Johns County operates certain public schools in St. Augustine, Florida and desires to have a law enforcement youth resource officer stationed at its schools located within the City of St. Augustine, and has identified Ketterlinus Elementary School and R.B. Hunt Elementary School as participating schools; and

WHEREAS, the School Board of St. Johns County has agreed to equitably reimburse the City of St. Augustine for the associated costs of the youth resource officer program as determined annually in the City's budget; and

WHEREAS, the City of St. Augustine finds that the youth resource officer program supports and enhances the public health, welfare and safety of its residents;

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

Section 1. The City of St. Augustine, adopts the findings of fact and conclusions of law as described in the recitals herein.

Section 2. The City Commission authorizes the City Manager to execute any necessary contractual agreements between the City of St. Augustine and the School Board of St. Johns County providing for the assignment of police personnel as youth resource officers at public schools within the City of St. Augustine. The equitable apportionment of the costs associated with the youth resource program will be presented annually in the City's adopted budget.

Section 3. This resolution shall become effective immediately upon adoption by the City Commission.

ADOPTED in Regular Session of the City Commission for the City of St. Augustine, Florida this 26th day of August, 2019.

CITY OF ST. AUGUSTINE, FLORIDA

ATTEST:

City Clerk, Darlene Galambos

(Seal)

Tracy W. Upchurch, Mayor-Commissioner

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: August 15, 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 August 26, 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

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:

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 90.53 Feet; Thence North 04°16'27" West, A Distance Of 18.12 Feet To The Intersection Of Said Northerly Existing Right Of Way Line Of State Road No. 5A With The East Line Of An Unnamed Block, Per Said Official Map Of The City Of St. Augustine District No. 5, Being The Westerly Existing City Of St. Augustine Right Of Way Line Of Avenida Menendez (A Variable Width Right Of Way Per Said Florida Department Of Transportation Right Of Way Map) And To The **Point Of Beginning**; Thence Continue North 04°16'27" West, Along Said East Line, A Distance Of 19.11 Feet; Thence North 87°59'35" East, A Distance Of 10.65 Feet To The Westerly Existing Florida Department Of Transportation Right Of Way Line Of Avenida Menendez (A Variable Width Right Of Way Per Said Florida Department Of Transportation Right Of Way Map); Thence South 01°52'41" East, Along Said Westerly Existing Right Of Way Line, A Distance Of 14.04 Feet To A Curve To The Right, Having A Radius Of 4.30 Feet; Thence Southwesterly Along Said Westerly Existing Right Of Way Line And Curve, Through An Angle Of 76°44'13", An Arc Distance Of 5.76 Feet, And A Chord Bearing And Distance Of South 36°29'26" West, 5.34 Feet To Said Northerly Existing Right Of Way Line Of State Road No. 5A And A Curve To The Right, Having A Radius Of 59.00 Feet; Thence Southwesterly Along Said Northerly Existing Right Of Way Line And Curve, Through An Angle Of 04°12'08", An Arc Distance Of 4.33 Feet, And A Chord Bearing Of South 76°57'37" West, 4.33 Feet; Thence South 86°56'20" West, Along Said Northerly Existing Right Of Way Line, A Distance Of 2.29 Feet To The **Point Of Beginning**.

Containing 187 Square Feet, More Or Less.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: August 15, 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 August 26, 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

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.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: August 15, 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 August 26, 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

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. 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.

ITEM 9.B.7.
Resolution 2019-34

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: August 15, 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 August 26, 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>800/803</u>
INTEREST CONVEYED:	<u>Perpetual 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

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 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 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 Riberia 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°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 3.97 Feet; Thence South 06°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°59'17" East, Along Said Easterly Existing Right Of Way Line, A Distance Of 19.33 Feet; Thence South 81°09'53" West, A Distance Of 16.29 Feet To The Westerly Existing Right Of Way Line Of Said Charlotte Street; Thence North 08°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°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 15, 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 August 26, 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

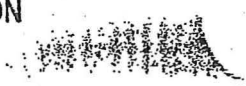
City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085

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-.

19

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.

LICENSE AGREEMENT

Parcel No.	903.1
Section No.	78010
Financial Project No.	4308971
State Road No.	5A (King Street)
County	St. Johns

THIS LICENSE AGREEMENT ("Agreement") is made and entered into by and between City of St. Augustine, Florida, a municipality of the State of Florida ("Licensor") and the State of Florida Department of Transportation, including its contractors, agents, and assigns ("Licensee").

In consideration of the mutual benefits provided in this Agreement, the parties agree as follows:

Licensor grants to Licensee the temporary right to enter, occupy, and use the following described real property located in St. Johns County, Florida:

See EXHIBIT "A" attached hereto and by reference made a part hereof ("Property").

Licensee may enter, occupy, and use the Property to construct, install, and modify any existing grade, slope, pavement, drainage, utility, driveway, walkway, and turnout features on or within the Property ("Improvements"), in order to tie in, conform, harmonize, and reconnect any such Improvements with the construction undertaken as part of the above-referenced financial project, together with related incidental purposes necessary to complete construction, installation, modification, tying in, conformation, harmonization, and reconnection of any such Improvements.

The term of this Agreement shall commence the date it is executed by Licensor and shall continue until the completion of the above-referenced financial project. This Agreement is not revocable.

This Agreement embodies the entire understanding of the parties. No representations or promises have been made except those that are specifically set out in this Agreement. This Agreement was prepared by, or under the direction of, Licensee's attorney, who at all times has acted solely as the attorney for Licensee and has not represented or communicated with Licensor or provided Licensor with any legal advice.

IN WITNESS WHEREOF, intending to be legally bound hereby, Licensor executes this Agreement.

Licensor:

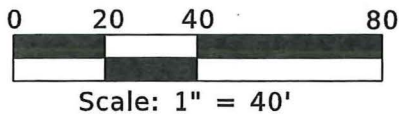
By: _____

Printed Name: _____

Date: _____

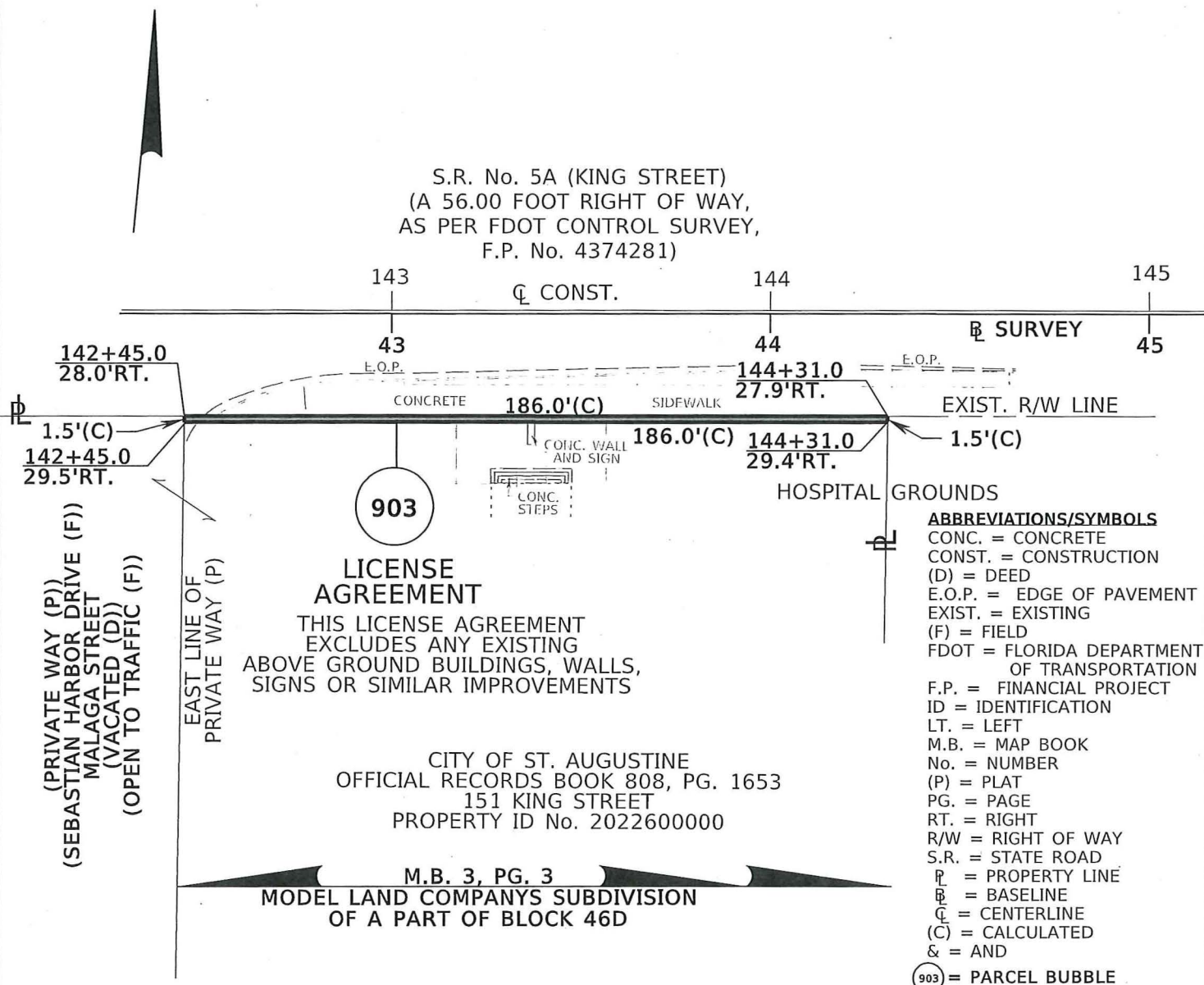
APPROVED AS TO FORM,
LEGAL SUFFICIENCY AND
EXECUTION

Isabelle C. Lopez, City Attorney



**LICENSE AGREEMENT
PARCEL 903**
TOWNSHIP 7 SOUTH, RANGE 30 EAST
ST. JOHNS COUNTY, FLORIDA

EXHIBIT "A"



CITY OF ST. AUGUSTINE

THIS IS NOT A SURVEY

			FLORIDA DEPARTMENT OF TRANSPORTATION				
			LICENSE AGREEMENT - NOT A SURVEY				
			S.R. No. 5A (KING STREET)				ST. JOHNS COUNTY
				BY	DATE	PREPARED BY: DRMP INC. 8001 BELFORT PARKWAY, SUITE 200 JACKSONVILLE, FL 32256 LB#2648	DATA SOURCE: DATABASE 7801017
			DRAWN	SRN	03-07-19		
REVISION	BY	DATE	CHECKED	JAA	03-12-19	F.P. No. 4308971	SECTION 78010
						SHEET 1 OF 1	

CITY OF ST. AUGUSTINE

M E M O R A N D U M

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

DATE: August 19, 2019

RE: City Commission Meeting Agenda Item

As you're aware, The City has been notified that it is eligible to apply to the Florida Department of Economic Opportunity (FDEO), under a special funding cycle, for a Small Cities Community Development Block Grant (CDBG) for Disaster Recovery from Hurricane Irma. A total of \$85,819,653.00 is being made available through a competitive application process to local governments located within the forty-eight (48) counties impacted by Hurricane Irma. In order to satisfy all of the requirements outlined within the application, it is necessary for the City Commission to adopt Resolution 2019-36 authorizing both application submission and allowing the City Manager to execute all documents with the filing of the application.

If you concur, please place this item on the agenda for the City Commission meeting, scheduled for August 26, 2019, for their consideration.

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



Corey L. Sakryd
Grant Administration Coordinator

CLS

xc: Tim Burchfield, Assistant City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Jim Piggott, Director, General Services
file

RESOLUTION NO. 2019-36

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FUNDING THRU THE 2019 COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY (CDBG-DR) PROGRAM. SAID APPLICATION TO BE SUBMITTED TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY FOR THE FUNDING ALLOCATED FOR HURRICANE IRMA.

WHEREAS, the City of St. Augustine desires to submit an application to the Florida Department of Economic Opportunity (FDEO) for a Community Development Block Grant (CDBG) to benefit persons of low and moderate income which were impacted by the Hurricane Irma Storm Event.

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

1. That the City of St. Augustine hereby authorizes an application for a Community Development Block Grant-Disaster Recovery (DR) application in the August 2019 application cycle, and
2. That the City Manager of the City of St. Augustine is hereby authorized to execute all documents required in connection with the filing of said application to be submitted on or before August 30, 2019.

ADOPTED in a regular session of the City Commission of the City of St. Augustine this 26th day of August 2019.

Tracy Upchurch, Mayor-Commissioner

ATTEST:

Darlene Galambos, City Clerk
(Seal)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan

FROM: John M. Cary, Assistant City Attorney

DATE: August 15, 2019

RE: STYROFOAM, PLASTICS, AND PREEMPTION: UPDATE

Please see the attached legal memorandum for a more detailed explanation of the following:

- A) The State preempts regulation of plastic bags.
- B) The State allows local regulations of Styrofoam on public property and public contracts.
- C) Plastic straws are not preempted. The bill was vetoed by the governor, therefore we can regulate them.
- D) The City can choose to use other bags at the VIC store.
- E) An ordinance similar to Orlando's, which restricts plastic bags, Styrofoam, and plastic straws in city parks and venues is potentially preempted only with respect to the ban on plastic bags, which is preempted by state law.
- F) This memo is updated from the June meeting, to reflect the recent release of the Coral Gables court case, which found the city's ordinance violated express preemptions of state law.

Please place this memo in the City Attorney item 11.b., information only, no presentation required.

Thank you.



John M. Cary
Assistant City Attorney

xc: John P. Regan, City Manager
Isabelle C. Lopez, City Attorney

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Isabelle Lopez, City Attorney

DATE: August 15, 2019

RE: STYROFOAM, PLASTICS, AND PREEMPTION: UPDATE

You have asked me to address the issue of whether the city can ban certain containers, such as Styrofoam and plastics, and to what extent.

I. Preemption, generally

1. Legal Basis for Preemption

The 1968 Florida Constitution provided for municipal home rule in the state of Florida. Specifically, Article VIII, Sec. 2 of the state constitution provides that, "Municipalities shall have governmental, corporate and proprietary powers to enable them to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes except as otherwise provided by law." The "except as otherwise provided by law" clause allows the state legislature to preempt municipal home rule.

Additionally, the state legislature in 1973 passed the Home Rule Powers Act, providing that "each municipality has the power to enact legislation concerning any subject matter upon which the state Legislature may act" except for annexation, merger, and extraterritorial power, any subject expressly prohibited by the constitution, any subject expressly preempted to state or county government by the constitution or general law, or any subject preempted to a charter county (St. Johns County is not a charter county.)¹ It is a "fundamental principle" that a municipality may not act in an area preempted by the legislature.² The Legislature is ultimately superior to local government under the Florida Constitution.³

2. Case Law

The right of the state legislature to preempt local ordinances has long been recognized. Preemption can take many forms. Express preemption is when the state statute specifically and expressly preempts a local government from regulating a certain area. There does not seem to be a single instance of the Florida Supreme Court or a state District Court of Appeal (DCA) holding that a statute of express preemption was not valid. Implied preemption is when the state statute seems to imply that a local government ordinance should be preempted, but it does not expressly state so. And

¹ Section 166.021, F.S.

² *Tribune Co. v. Cannella*, 458 So.2d 1075 (Fla. 1984).

³ *D'Agastino v. City of Miami*, 220 So.3d 410, 421 (Fla. 2017).

conflict preemption is where a local government ordinance directly conflicts with state law.

a. Express Preemption

Express preemption occurs when the legislature specifically addresses preemption in the statute. For example, language such as this provides express preemption: "Except as expressly provided by the State Constitution or general law, the Legislature hereby declares that it is occupying the whole field of regulation of firearms and ammunition . . . to the exclusion of all existing and future county, city, town, or municipal ordinances or any administrative regulations or rules adopted by local or state government relating thereto. Any such existing ordinances, rules, or regulations are hereby declared null and void."⁴ There does not appear to be a reported appellate case in Florida where an express preemption provision has been struck down.

b. Implied Preemption

Implied preemption occurs when the state legislative scheme is pervasive and the local legislation would present a danger of conflict with that pervasive scheme.⁵ In other words, preemption is implied when the legislative scheme is so pervasive as to virtually evidence an intent to preempt the particular area or field of operation, and where strong public policy reasons exist for finding such an area or field to be preempted by the Legislature.⁶ Therefore, implied preemption does not require specific words, as express preemption does, so long as it is clear from the language of the statute that the Legislature has clearly preempted local regulation of the subject.⁷

c. Conflict Preemption

A municipal ordinance may not directly conflict with state law, and the municipal ordinance is inferior to state law and must fail when conflict arises.⁸ Essentially, a municipality cannot forbid what the legislature has expressly licensed, authorized, or required, nor may it authorize what the legislature has expressly forbidden.⁹ Thus, an ordinance may be preempted even where the legislature has not adopted express preemption language in the statute. The municipality's constitutional power to enact legislation concerning any subject matter upon which the state legislature may act does not allow the municipality to take any action that conflicts with a state statute.¹⁰ Concurrent power does not mean equal power.¹¹ Conflict preemption comes into play where the local

⁴ Section 790.33, F.S.

⁵ *D'Agastino* at 421.

⁶ *Id.*

⁷ *Id.*

⁸ *Rinzler v. Carson*, 262 So.2d 661 (Fla. 1972).

⁹ *Id.* at 668.

¹⁰ *City of Palm Bay v. Wells Fargo Bank, N.A.*, 114 So. 3d 924, 929 (Fla. 2013).

¹¹ *Id.*

enactment irreconcilably conflicts with or stands as an obstacle to the execution of the full purposes of the statute.¹²

II. Preemption of Styrofoam and plastics

1. Plastic Bags and Other Containers

In 2008, the Legislature ordered the state Department of Environmental Protection (DEP) to analyze the need for new or different regulations of “auxiliary containers, wrappings, or disposable plastic bags used by consumers to carry products from retail establishments.”¹³ The Legislature further preempted any local rules, regulations, or ordinances regarding use, disposition, sale, prohibition, restriction, or tax of such auxiliary containers, wrappings, or disposable plastic bags, “until such time as the Legislature adopts the recommendations of the department.”¹⁴ The validity of this preemption has been argued in the 3rd DCA, and we are awaiting the release of the opinion. As it stands today, the preemption is still valid.

The statute does not define auxiliary containers, and neither the House nor the Senate bill analyses shed any light on the meaning, as this preemption appears to have been included as a floor amendment, and there do not appear to be any analyses of floor amendments. The bill is generally understood to prohibit cities from regulating plastic bags and other bags or containers. The DEP report (attached, for reference) defines an auxiliary container as, “a secondary container into which a product is placed for transport by a consumer. It includes reusable bags, paper bags, gift bags, gift boxes, hat boxes, and cloth bags—everything but plastic bags.”¹⁵

The 3rd DCA case released *Florida Retail Federation v. City of Coral Gables*¹⁶ on August 14, 2019, and reversed the trial court, holding the express preemption valid. Additionally, House Bill 829 was passed last session, which provides mandatory attorney fees if a local government passes an ordinance that is expressly preempted by state law. Therefore, the City would face significant legal exposure if it were to ban plastic bags or other containers covered by this statute.

2. Polystyrene

In 2016, the Legislature preempted local governments from regulating the use or sale of polystyrene (i.e., Styrofoam) products with respect to entities regulated under Chapter 500, F.S.¹⁷ The polystyrene preemption specifically allows local governments to restrict the use of polystyrene by individuals on public property or when contracting for

¹² *City of Palm Bay* at 928.

¹³ Section 403.7033, F.S.

¹⁴ *Id.*

¹⁵ Michael W. Sole, Secretary of the Florida Department of Environmental Protection, *Retail Bags Report For the Legislature*, Feb. 1, 2010 at 3.

¹⁶ The circuit court in this case found in favor of Coral Gables, but trial court decisions do not provide statewide binding precedent. Furthermore, I am skeptical of the reasoning of the trial court with respect to the preemption contained in this statute. There is also another statutory preemption that the circuit court found to be invalid: s. 403.708(9), adopted in 1974, preempts ordinances regulating “the packaging of products manufactured or sold in the state.”

¹⁷ Section 500.90, F.S., appears to apply to food safety and consumer protection issues. Whether this preemption is valid outside of this context is also at issue in *Florida Retail Federation v. City of Coral Gables*.

goods or services.¹⁸ This preemption is also being considered by the 3rd DCA in *Florida Retail Federation v. City of Coral Gables*.

The 3rd DCA case released *Florida Retail Federation v. City of Coral Gables*¹⁹ on August 14, 2019, and reversed the trial court, holding the express preemption valid. Additionally, House Bill 829 was passed last session, which provides mandatory attorney fees if a local government passes an ordinance that is expressly preempted by state law. Therefore, the City would face significant legal exposure if it were to ban polystyrene containers.

3. Plastic Straws

During the 2019 session, a bill passed both chambers of the legislature that would have preempted local governments from banning plastic straws.²⁰ Several cities in Florida, including St. Petersburg, Fort Myers Beach, Coral Gables, Pinecrest, Surfside, Miami Beach, Delray Beach, Fort Lauderdale, Deerfield Beach, and Hallandale Beach, have banned plastic straws in some fashion.²¹ Orlando has also recently banned plastic straws, and St. Augustine Beach is currently considering a ban on not just straws, but also plastic bags and polystyrene as well. Since Governor DeSantis vetoed HB 771, the city could enact a plastic straw ordinance.

III. Options

1. Ban Certain Plastic Products

The city could ban plastic bags, polystyrene, or plastic straws. As noted above, the governor's veto of the plastic straw preemption clears the way for a restriction or ban on plastic straws. A ban on plastic bags or polystyrene would likely be challenged as invalid due to the statutory express preemptions. It should also be noted that HB 829 has become law. Therefore, a successful court challenge to an express preemption would result in the court awarding mandatory attorney fees and costs and damages. Due to the preemptions and the HB 829 becoming law, the City would almost certainly be sued – and would almost certainly lose in court now that an appellate court has found that these are valid express preemptions - which would be extremely costly for the City. A ban on plastic bags and polystyrene containers is not recommended.

2. Restrict Plastic Products

¹⁸ Section 500.90, F.S.

¹⁹ The circuit court in this case found in favor of Coral Gables, but trial court decisions do not provide statewide binding precedent. Furthermore, I am skeptical of the reasoning of the trial court with respect to the preemption contained in this statute. There is also another statutory preemption that the circuit court found to be invalid: s. 403.708(9), adopted in 1974, preempts ordinances regulating "the packaging of products manufactured or sold in the state."

²⁰ HB 771

²¹ Florida Senate Staff Analysis, SB 588, Commerce and Tourism Committee, March 1, 2019.

The city of Orlando recently enacted a ban on plastic bags, polystyrene, and plastic straws at city parks and venues. The ban does not apply to private property. This approach represents a sort of middle ground by restricting the sale or use of such products on public property while also respecting the right of private businesses to decide to follow suit or not, depending on the preferences of its management and customers. While St. Augustine does not have as many venues as Orlando, such an approach would ban such products at the Visitor Information Center (VIC) and for festivals on Francis Field, for example.

With respect to plastic straws, such an approach is clearly legal. With respect to polystyrene, this appears to be legal as well, as the preemption specifically allows local governments to restrict the use of polystyrene by individuals on public property or when contracting for goods or services.²² However, this ordinance may still run afoul of the plastic bag preemption statute, which prohibits local governments from enacting "any rule, regulation, or ordinance regarding use, disposition, sale, prohibition, restriction, or tax" of plastic bags.²³ A court could look at the polystyrene preemption and the plastic bag preemption together and conclude that the legislature knows how to allow local governments to restrict use on public property, and has elected to do so for polystyrene but not plastic bags. For this reason, it would not be advisable to attempt to limit plastic bag use, except as described below.

3. Maintain the Status Quo

The city of St. Augustine currently does not regulate plastics on either private or public property. The city could elect to maintain its current ordinances. Alternatively, the city manager could elect to cease the use of plastic bags in the city's own retail store at the VIC without an ordinance or resolution.

Thank you,

John M. Cary
Assistant City Attorney

²² Section 500.90, F.S.

²³ Section 403.7033, F.S.

CITY OF ST. AUGUSTINE

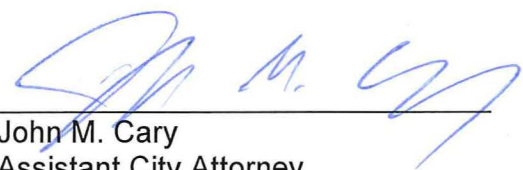
MEMORANDUM

TO: John P. Regan
FROM: John M. Cary, Assistant City Attorney
DATE: August 15, 2019
RE: **POST-LEGISLATIVE SESSION UPDATE**

See the attached memo regarding bills that have become law due to the most recent legislative session, and their impact on the City.

Please place this memo in the City Attorney item 11.b., information only, no presentation required.

Thank you.



John M. Cary
Assistant City Attorney

xc: John P. Regan, City Manager
Isabelle C. Lopez, City Attorney

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice Mayor, and City Commissioners

DATE: August 15, 2019

RE: 2019 POST-LEGISLATIVE SESSION UPDATE

The following is a brief explanation of each of the bills that we tracked this session that have become law:

HB 453 - Mobility devices and motorized scooters

- The operator of a motorized scooter or micromobility device has all the rights and duties applicable to riders of a bicycle.
- Does not preempt local ordinances, and actually expressly reserves the right of local governments to regulation the operation of micromobility devices and motorized scooters on city (not DOT) streets, highways, sidewalks.
- Excludes micromobility device from the definition of "motor vehicle".
- Requires ordinance change? No, however at some point we may wish to update our ordinance to incorporate the state definitions.
- Bottom line: This bill provides clarity to the law and does not preempt our regulations.

HB 207 – Impact Fees

- Revises minimum requirements for adoption of impact fees by local governments.
- Provides that local governments can't hold building permits until impact fees are paid.
- Essentially codifies the dual rational nexus test with respect to impact fees.
- Requires ordinance change? No. The City does not charge impact fees. But it would impact the city if the commission ever decided to revisit that policy.
- Bottom line: Does not provide a direct impact to the City at this time.

HB 7103 – Property Development

- Requires the comp plan and any development orders that implement the comp plan, the incorporate existing development orders.
- Essentially codifies the dual rational nexus test with respect to impact fees.
- If a local government requires a development to have a specified number or percentage of affordable housing units, the local government must provide incentives to "fully offset all costs to the developer." Offsets may include:
 - Density or intensity bonus incentive or more floor space.
 - Reducing or waiving fees, including impact fees or water and sewer charges.

- Granting other incentives.
- Within 30 days of receiving an application for a development permit or development order (which encompasses a wide variety of permits), a local government must review the application for completeness and if not complete, issue a letter to the applicant indicating with particularity any areas that are deficient.
- Within 120 days of the filing of a complete application, or 180 days if a public hearing is required, the local government must approve, approve with conditions, or deny the application, unless both parties agree to a reasonable extension of time.
- Written findings are required for every approval, approval with conditions, or denial.
- If an applicant hires a private building inspector, the city may not charge fees for building inspection, but may still charge reasonable administrative fee.
- Building official may only audit private providers 4 times per year.
- Building permit timeframe reduced from 30 days to 20 days.
- Review of resubmitted permits is limited to the deficiencies cited in the written notice, and if the building official doesn't issue the permit within the statutory time limit, the permit will be deemed approved as a matter of law.
- Require ordinance change? No. The time frames are a function of state law, and our ordinance does not address them. The Building Official has been made aware of the changes to the law as a result of this bill.
- Bottom line: This bill reduces the time that the building official and the planning office to review permit applications, reduces oversight over private building inspectors, and requires written responses to development permits to be thorough.

SB 82 – Vegetable Gardens

- Prohibits local governments from regulating vegetable gardens on residential properties.
- Require ordinance change? No, the City does not currently regulate vegetable gardens on residential properties.
- Bottom line: This bill would prohibit any future ordinance that would regulate vegetable gardens from being enacted.

SB 426 – Firefighters

- Provides benefits to a firefighter who is diagnosed with cancer as if the firefighter had been injured in the line of duty, if the firefighter has been employed by the City for at least 5 continuous years, has not used tobacco products for at least the past 5 years, and has not been employed in another position that is proven to create a higher risk for cancer, including:
 - Cancer treatment covered by an employer-sponsored health plan or through a group health insurance trust fund, including for 10 years following termination of employment, as long as the firefighter isn't working as a firefighter elsewhere.
 - A one-time \$25,000 payout upon initial diagnosis.
- Provides benefits from employer-sponsored retirement plans.

- Provides death benefits as if the firefighter died in the line of duty if the firefighter dies from cancer.
- City may not increase employee contributions in order to pay for enhanced benefits.
- Require ordinance change? No.
- Bottom line: This bill may have a fiscal cost to the City and the firefighters' pension that may be difficult to budget for.

HB 9 – Community Redevelopment Agencies

- CRA members must receive 4 hours of ethics and public records/public meetings training (this only impacts CRAs with members who are not otherwise public officials – this training is the same that you receive as Commission members, so there is no additional training requirement for members of this Commission).
- Requires CRA procurement to follow City purchasing policies.
- Requires publication of digital maps on the CRA website, and to update within 60 days if any changes to the CRA boundaries are made.
- Requires the CRA to file an annual report, audit report, and performance data with the City and to publish on the CRA website.
- CRA will expire in 2039 unless the City affirmatively votes to continue it.
- Provides regulations for inactive CRAs.
- Must submit budget and any budget amendments to St. Johns County within 10 days of adoption.
- CRAs with total expenditures and expenses of more than \$100,000, as reported on the trust fund financial statements, must be audited each fiscal year, which now must include:
 - Financial statements identifying assets, liabilities, income, and operating expenses.
 - Finding by the auditor of compliance.
 - Audit report submitted to DFS.
- Requires ordinance change? No.
- Bottom line: The City must vote to reaffirm the CRA before September 30, 2039, or the CRA will be terminated. The CRA administrator will need to be aware of new reporting requirements.

SB 796 – Public Utility Storm Protection Plans

- Requires storm protection plans for PSC-regulated utilities, which the City is not.
- Requires ordinance change? No.
- Bottom line: We were tracking this in the event that the bill would be amended to impact our utilities. There was no such amendment. No impact to City.

HB 5 – Ballot Measures

- Requires discretionary sales surtax referenda to be approved by voters on a general-election ballot.
- Regulates people who are paid to collect signatures for ballot initiatives.

- Requires ordinance change? No.
- Bottom line: this bill does not directly impact the City.

SB 1000 – Communications Services

- Limits what the City can require a communications provider to provide for the City registry.
- Limits renewal registrations to once every 5 years.
- Explicitly provides that the City may not charge a registration fee and prohibits permit fees unless the fees were in effect as of January 1, 2019 (the City does not charge permit fees.)
- Preempts the City from regulating placement or operations of communications facilities in rights-of-way.
- Prohibits the City from requiring a permit for maintenance or repair for existing aerial wireline communications facilities unless the maintenance or repair requires excavation or closure of a right-of-way.
- Allows the city to require a right-of-way permit for work involving excavation or closure of a right-of-way.
- City may not require a permit for facilities located on private property outside of the city's right-of-way.
- Must provide registered providers at least 60 days notice for certain new rules and regulations.
- May require a pass-through provider to provide an annual notarized statement identifying the total number of linear miles in the city's rights-of-way. However, the scope of the request must be limited to only those maps of pass-through facilities from which the linear miles can be determined.
- The City may not prohibit, regulate, or charge for the installation, maintenance, modification, operation, or replacement of utility poles for the collection of small wireless facilities in the public rights-of-way.
- Applicants can't be required to provide inventories, maps, or locations of communications facilities in rights-of-way other than as necessary to avoid interference with other at-grade or aerial facilities at a specific location.
- City may not make certain requirements of a provider relating to placement of small wireless facilities.
- Provides a 45 day limitation on an administrative review of the denial of an application, and failure to meet that deadline results in a waiver of any claim that the applicant failed to exhaust administrative remedies.
- Allows denial of a small wireless facility (or attached utility pole) if the design fails to comply with objective design standards.
- City may require a construction bond to restore postconstruction rights-of-way under certain conditions.
- Does not allow the City to require a permit for the performance of service restoration work on existing facilities.
- May not institute any sort of moratorium to delay the processing of permits for the collocation of small wireless facilities or supporting utility poles.

- Allows undergrounding ordinances as long as the ordinances apply to all public utilities and does not require small wireless facilities that have already been installed underground to be moved underground.
- Allows waiver of design standards in some instances.
- Allows the prevailing party to recover full costs.
- Requires ordinance change? This bill may require code changes. Still under evaluation.
- Bottom line: This bill provides more rights to telecommunications companies with respect to local regulations and decreases our ability to regulate this industry.

HB 441 – E911 Systems

- Requires counties to develop countywide implementation plan addressing text-to-911 services.
- Requires the sheriff to collaborate with all first responder agency heads to develop and execute written interlocal agreements to establish protocols.
- Requires ordinance change? No.
- Bottom line: The county is primarily responsible for the implementation of this bill, but our first responder agency heads will need to assist and cooperate where required.

HB 861 – Local Government Financial Reporting

- Requires the City to post a tentative budget on the City website for at least 45 days and the final budget for at least two years.
- Requires the City budget officer to electronically submit certain information to the state by October 15 of each year.
- Requires ordinance change? No.
- Bottom line: this bill requires the budget and finance department to compile certain information and send it to the state, but the information should be readily available. Small impact to budget/finance.

SB 829 – Attorney Fees and Costs

- Provides mandatory attorney fees and costs if the City is sued and an ordinance is found by the court to be expressly preempted.
- Requires ordinance change? It does not appear that we have any ordinances in our current Code that are expressly preempted. Additionally, this bill gives the City a safe harbor period to repeal an ordinance before we would be exposed to costly damages, so there is no immediate legal exposure as a result of this bill.
- Bottom line: the City should avoid passing ordinances that are expressly preempted by statute, such as polystyrene or plastic bag bans, for example.

HB 1159 – Private Property Rights

- Provides that the City may not require a permit or mitigation to remove a tree from residential property that is a danger to persons or property, if so documented by a

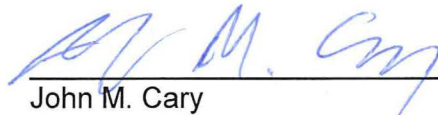
certified arborist or Florida licensed landscape architect. Requires ordinance change? No. However, our Code Enforcement Officers have been made aware that if they investigate a resident cutting a tree without a permit, and the resident produces the proper documentation, they cannot proceed with a Code Enforcement action.

- Bottom line: if a tree removal occurs and the property owner has the required documentation, the City cannot require a permit or mitigation or take the owner to Code Enforcement for what would otherwise be a violation of the city code.

HB 6017 – Small-scale Comprehensive Plan Amendments

- Removes the 120 acres in a calendar year limitation for small-scale comprehensive plan amendments.
- Requires ordinance change? No.
- Bottom line: This bill has no practical impact for the City.

Thank you,



John M. Cary
Assistant City Attorney

**CONSENT
AGENDA**

CONSENT AGENDA – AUGUST 26, 2019

CA.1. PREVIEW OF UPCOMING COMMISSION MEETINGS.

- a) **THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR 2ND READING ON SEPTEMBER 9, 2019:**
- ORDINANCE 2019-11
 - ORDINANCE 2019-21
 - ORDINANCE 2019-22
 - ORDINANCE 2019-33
- b) **REMINDER OF UPCOMING MEETINGS:**
- September 5, 2019, 5:05 p.m., Special Budget Meeting
 - September 9, 2019, 5:00 p.m., Regular Meeting
 - September 19, 2019, 5:05 p.m., Special Budget Meeting
 - September 23, 2019, 5:00 p.m., Regular Meeting

CA.2. APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:

- June 24, 2019 Special Meeting
- August 12, 2019 Shade Meeting
- August 12, 2019 Regular Meeting

CA.3. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):

- James Madden – 348 Venetian Boulevard
- Sue Ellen Fowler – 2866 North 5th Street

CA.4. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING). NONE.

CA.5. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.

CA.6. Update of the City's Comprehensive Plan required to be submitted to the State DEO by November 26, 2019. (A. Skinner, Deputy Director, Planning and Building).

CA.7. Approves the Grant Agreement with Florida Department of Emergency Management and Request for Stormwater Reserves Funding for Local Match for Whitney St. Box Culvert/West King Flood Mitigation. *(M. Cullum, Director, Public Works).*

CA.8. Authorizes the City to enter into and the City Manager to execute the grant agreement with the Florida Department of Environmental Protection's Florida's Resilient Coastline Program. *(M. Cullum, Director, Public Works).*

CA.9. Authorizes the St. Augustine Police Department to enter into an agreement with the St. Johns County School Board to share the cost of two police officers while schools are in regular session. *(A. Cuthbert, Assistant Chief of Police).*

END OF CONSENT AGENDA

CITY OF ST. AUGUSTINE

City Commission Special Meeting
Monday, June 24, 2019

The City Commission met in formal session Monday, June 24 at 3:00 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Tracy Upchurch, and the following were present:

1. Roll Call: Tracy Upchurch, Mayor/City Commissioner
Leanna S.A. Freeman, Vice Mayor/City Commissioner
Nancy Sikes-Kline, City Commissioner
Roxanne Horvath, City Commissioner
John Valdes, City Commissioner

John Regan, City Manager
Timothy A. Burchfield, Assistant City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Director, Budget & Performance Management
Paul K. Williamson, Director, Public Affairs
Reuben Franklin, Mobility Manager
Barry Fox, Police Chief
Carlos Aviles, Fire Chief
Robin DiAngelis, Recording Secretary

2. General Public Comments

Mayor Upchurch suggested hearing public comment at the end of the meeting.

3. Discussion of 2020 Budget Assumptions with Focus on Revenues

Meredith Breidenstein, Budget & Performance Management Director, stated that the revenue manual reviewed most revenue sources for the city. She said there were areas that staff would be requesting direction from the Commission on what modifications should be made moving forward during the budget process.

Ms. Breidenstein stated that a proposed millage rate resolution would be presented during the subsequent Commission meeting in July. She advised that once the proposed rate was established, the rate could be lowered; however, it could not be increased without sending certified notices

to each individual property owner in the city. She said the current rate was 7.5 mills and reviewed the projected revenues over the next four years if the rate was maintained or lowered. She noted that a portion of the Ad Valorem taxes did not go into the General Fund due to there being two Community Redevelopment Areas.

Commissioner Freeman expressed concern regarding the Commission giving direction on Ad Valorem tax rates without a clear understanding of all revenue resources.

Ms. Breidenstein stated that the four main revenue sources to consider were Ad Valorem, Fire Assessment Fee, storm water rates and parking rates. She noted that the City did not have the authority to make modifications to state revenue resources.

Ms. Breidenstein stated that four years prior, the Commission approved an annual increase in the Fire Assessment fees in order to cover the costs of the Fire Department's revenue by 50%. She noted that the Fire Assessment applied to non-profit, colleges, and churches that typically did not pay Ad Valorem taxes. She said Fiscal Year 2019/2020 would be the final increase to reach the 50% goal, which would increase the residential rate to \$0.0689 per square foot and \$0.1257 for non-residential. She added that an additional resolution would be presented for a multistep public hearing process should the Commission decide to move forward with the proposed increase.

Ms. Breidenstein noted that the year 2020 would be the fifth year of the five year rate plan for the water and sewer rate plan previously established by the Commission. She added that the rates had already been adopted; therefore, staff would not be requesting direction until the next budget cycle. She stated that a storm water study was conducted during 2015 and changes were made to the way the fees were assessed. She said the cap was removed for non-residential properties and the rate was set at \$5.00 for Single Family Units (SFU). She pointed out that a mechanism was not established to increase the fee for SFU's. She said the recommendation during the study was to increase the rate slowly over time by \$0.25 per year for each SFU until the fee reached \$7.00, which would help fund the Storm Water Capital Improvement Plan and drainage projects. She stated that staff was proposing to initiate the first \$0.25 increase until the appropriate rate was reached.

Mayor Upchurch questioned if there would be any value in accelerating that increase.

Ms. Breidenstein replied that there were large improvement projects currently scheduled with many being grant funded that required matching funds. She stated that accelerating the increase at a more

rapid pace would assist the City with grant opportunities. She said more details could be provided during the review of the Capital Improvement Plan.

4. Discussion of Parking Rate Analysis

John Regan, City Manager, stated that one of the key issues staff was proposing was to develop parking policies that supported the City's Mobility Master Plan goals as compared to maximizing revenues from the parking garage.

Reuben Franklin, Mobility Manager, agreed that part of the mobility strategy was to review parking policies. He stated that currently the City had 1,571 metered parking spaces with the majority being located in the parking garage. He reviewed the current parking rates for on-street, parking garage, metered lots, and discounts for Park Now Card holders. He noted that the annual revenue was \$6,177,185. He added that changing the parking garage rates to an hourly structure could result in revenue loss, which could be offset by extending on-street parking enforcement to 9pm. He reviewed the parking study data included in the presentation. He stated that the goal was to increase the utilization of the parking garage by providing incentives.

Commissioner Freeman questioned the reason for the shift in maximizing the use of the garage as opposed to on-street metered parking.

Mr. Franklin replied that the pricing structure for on-street parking should be set in order to have available parking for turnovers. He said people searching for on-street parking spots add to traffic congestion. He said some of the congestion could be mitigated by people traveling directly to the garage to park. He stated the intent was to have on-street parking for short term visits. He added that consideration was being given to eliminate

parking discounts for the areas around the Plaza and Bayfront.

Mayor Upchurch expressed concern with the City not having the ability to influence the cost to park in privately owned and operated lots.

Mr. Franklin stated that staff would evaluate the ways to encourage private lot owners to adopt similar parking policies as the City.

Mr. Regan stated that private lot owners typically adjusted their rates to be in line with what the City charged. He said the idea was to utilize the garage for its original intent, which was to be the least expensive parking option.

Commissioner Sikes-Kline agreed that other cities have developed similar parking master plans. She said creating on-street metered parking vacancies was dependent on the garage parking pricing.

Mr. Franklin stated that the intent was to utilize park and ride programs during peak times when the parking garage was typically at capacity. He said currently there was a monthly permit for unlimited parking in the garage for \$32 or \$25 per month each for 5 or more permits. He added that a monthly hunting permit could be purchased for the Tolomato lot for \$53.

Commissioner Horvath felt that the monthly rate for a parking permit was very low.

Commissioner Freeman felt that permits sold to downtown employees should remain the same but hotels purchasing permits should have a higher rate.

Mr. Franklin stated that part of the parking rate analysis was to develop a workforce oriented permit. He reviewed two proposed options to modify parking rate structures as follows:

Option A

- Converting parking garage to an hourly rate of \$2 an hour up to 4 hours or \$15 flat rate for the day
- Increased enforcement times to 9pm on Monday through Saturday
- Enforcement on Sundays from 1pm until 9pm
- Maximum time limit enforcement
- No discounted parking around the Plaza and Bayfront
- Discounted garage rates at \$0.50 per hour and \$2 daily rate for residents and Park Now cardholders

There was a brief discussion regarding discounts for City and county residents.

Mayor Upchurch questioned the reason to allow hunting permits for the Tolomato lot and whether they should be relocated to the garage. He felt that if there was a waiting list for a parking permit in that lot, the price should be increased. He stated that delivery vehicles were a nuisance on Carrera Street and asked if there were any plans to use the Tolomato lot to relieve that issue.

Mr. Franklin stated that the City had received an Opinion of Appropriateness from the Historic Architectural Review Board to redesign the lot to include commercial loading spaces; however, the project could not move forward until the archaeological study was completed. He noted that there would be modifications to commercial loading zones throughout the City. He added that staff would review the parking permit costs and potential increases. He continued the review as follows:

Option B

- Parking rates would apply 24 hours per day in the garage
- \$15 from 7am until 5pm, \$5 from 5pm until 7am

- Parking garage discounts - \$2 per day from 7am until 5pm and no charge after 5pm

Mr. Regan stated that he did not support Option B because of the potential confusion to users with varying fees. He said even though Option A was forecasted to lose revenue, it could be a manageable option and would be further evaluated to avoid as much revenue loss as possible.

Commissioner Freeman questioned whether enforcing the time limits should be done before eliminating residential discount parking on the Bayfront and Plaza.

Mr. Franklin stated that an option could be to enforce maximum time limits and staff would analyze the results. He felt that discounting parking on the Bayfront and Plaza would continue to add to the congestion.

Commissioner Sikes-Kline agreed that providing discounted parking in those areas created a "cruising effect" for individuals looking for a parking spot.

Mr. Franklin requested Commission support to move forward with developing separate workforce and hospitality permits. He noted that consideration was also being given to creating special event parking programs, a parking garage circulator and creating a ride share parking hub at the clock tower; however, they would be presented at a later date.

Commissioner Sikes-Kline expressed full support for a ride share parking hub.

Mr. Franklin stated that policy changes would not begin until after the conclusion of the 2019 Nights of Lights.

Public Comment

The Commission heard comments from the following:

- Ed Slavin
- Don Hine
- B.J. Kalaidi

Mayor Upchurch questioned the reason the City was below the Florida Statute maximum rates for natural gas revenue. Ms. Breidenstein replied that the rate could be increased but the additional revenue would be slight.

Mr. Regan stated that staff would review the procedure to increase the natural gas rate.

During a brief discussion, it was determined that the Commission supported the following policy concepts:

- Reducing the parking garage rate
- Extending on-street parking enforcement
- Reviewing transit circulator
- Workforce parking rate in the garage
- Hospitality parking rates in line with current market
- Option A parking policies
- Staff providing information on accelerating an increase for storm water rates
- Maintain the current millage rate of 7.5 mills

5. Adjournment

There being no further business, the meeting was adjourned at 4:26 P.M.¹

Tracy W. Upchurch, MAYOR

Darlene Galambos, CITY CLERK

¹ Transcribed by Darlene Galambos

CITY OF ST. AUGUSTINE

City Commission Shade Meeting
Monday, August 12, 2019

The City Commission met in formal session Monday, August 12, 2019 at 3:00 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Tracy Upchurch, and the following were present:

1. Roll Call: Tracy Upchurch Mayor/City Commissioner
Leanna S.A Freeman, Vice Mayor/City Commissioner
Roxanne Horvath, City Commissioner
Nancy Sikes-Kline, City Commissioner
John Valdes, City Commissioner

John Regan, City Manager
Tim Burchfield, Assistant City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Barry Fox, Police Chief
Donna Hayes, Human Resources Manager
Meredith Breidenstein, Director, Budget and Performance
Jim Piggott, Director, General Services
Candice Seymour, Recording Secretary

2. City Manager and his labor negotiating committee seek direction and information from the City Commission regarding its position on impending collective bargaining issues in a closed executive session pursuant to Chapter 447.605, Florida Statutes. Participants shall be limited to the City Commission: Mayor Tracy Upchurch, Vice-Mayor Leanna Freeman, Commissioner Roxanne Horvath, Commissioner Nancy Sikes-Kline, Commissioner John Valdes; and the labor negotiating committee consisting of the City Manager John Regan, Assistant City Manager Tim Burchfield, Police Chief Barry Fox, City Attorney Isabelle Lopez, Human Resources Manager Donna Hayes, Director Budget and Performance Meredith Breidenstein and outside labor legal counsel Wayne Helsby.

Ms. Lopez clarified that General Services Director Jim Piggott had been omitted from the list of labor negotiating committee members; however, he was present at the meeting.

3. Recess to the Alcazar Conference Room for Shade Meeting.

The Board recessed at 3:01 p.m.

4. Re-open Special Meeting.

The Board reconvened at 4:13 p.m.

5. Any matters to be decided in the public meeting, followed by adjournment.

There being no further business, the meeting was adjourned at 4:14 P.M.¹

Tracy W. Upchurch, MAYOR

Darlene Galambos, CITY CLERK

DRAFT

¹ Transcribed by Candice Seymour

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, August 12, 2019

The City Commission met in formal session Monday, August 12, 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
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
Tim Fleming, Deputy Director, General Services
Corey Sakryd, Grants Administrative Coordinator
Mike Cullum, Director, Public Works
Meredith Breidenstein, Director, Budget & Performance Management
Paul K. Williamson, Director, Public Affairs
Reuben Franklin, Manager, Mobility Program
Barry Fox, Police Chief
Robert Growick, Fire Marshall
Candice Seymour, Recording Secretary

Mayor Upchurch to share a moment of silence in memory of Gerald Dixon.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Fred Pitts, Ancient City Baptist Church, delivered the invocation, and Commissioner Freeman led the Pledge of Allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

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

3.A. Presentation of a check by Florida Inland Navigational District (FIND) representative, Carl Blow, in the amount of \$625,000 to help defray the cost to repair the City Marina after Hurricane Irma.

Jim Piggot introduced FIND representative Carl Blow who presented the check to the City.

3.B. Recognition of the awarding to Commissioner Horvath of the 2019 Charles W. Clary Government Service Award by the Florida Chapter of the American Institute of Architects.

Mayor Upchurch announced the award Commissioner Horvath received for her public service including her time on City boards, the Commission and beyond.

4. General Public Comments (3 minutes per individual)

The Commission heard from the following members of the public:

- Eric Smith
- Ed Slavin
- Tom Reynolds
- Warren Morell¹
- Jason Badford
- Alan Lauro
- Albert Seyles
- Tom Dolan
- Phil McDaniel
- Philip Smith
- Christopher Gamill
- B.J. Kalaidi

5. Consent Agenda

Mr. Regan read the Consent Agenda.

CA.1. PREVIEW OF UPCOMING COMMISSION MEETINGS.

a) THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR 2ND READING ON AUGUST 26, 2019:

- Ordinance 2019-15
- Ordinance 2019-16
- Ordinance 2019-17
- Ordinance 2019-18

b) REMINDER OF UPCOMING MEETINGS:

- August 20, 2019, 8:00 a.m., CRA Meeting
- August 20, 2019, 9:00 a.m., Budget Presentation
- August 26, 2019, 5:00 p.m., Regular Meeting

CA.2. APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:

- April 22, 2019, Regular Meeting
- May 13, 2019, Regular Meeting
- June 10, 2019, Regular Meeting

CA.3. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):

- Jeffrey Sapp – 57 Florida Avenue

CA.4. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING).

- Proclamation 2019-15 - Stop the Stigma St. Augustine proclaiming August 31, 2019 as Overdose Awareness Day. (N. Sikes-Kline, Commissioner).

CA.5. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.

CA.6. Approval use of VIC grounds during 2019 Nights of Lights. (T. Burchfield, Assistant City Manager).

CA.7. Financial update for period ending July 31, 2019. (M. Litzinger, Director, Finance).

CA.8. Mobility update (R. Franklin, Mobility Program Manager)

CA.9. Public Works update. (M. Cullum, Director, Public Works).

CA.10. Notification that the current Historic Architectural Review Board (HARB) chair,

¹ Handout attached to original minutes

Catherine Duncan, will be moving outside the City of St. Augustine. (D. Galambos, City Clerk).

CA.11.Response letter to the St. Johns County Administrator regarding their request for additional subsidy for the operation of the Sunshine Bus Company.

CA.12.Invoice in the amount of \$1,451.25 dated June 26, 2019 from Bledsoe, Jacobson, Schmidt, Write & Sussman for Special Magistrate services in the 7 Bridge Street matter. (I. Lopez, City Attorney).

Invoice in the amount of \$331.00 dated July 24 from St. Augustine Court Reporters for transcription services regarding the Seavin v. City of St. Augustine matter. (I. Lopez, City Attorney).

Invoice in the amount of \$7,168.00 dated July 31 from Cavendish Partners, P.A. for services regarding the Seavin v. City of St. Augustine matter. (I. Lopez, City Attorney).

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

(None)

5.B. Approval of Consent Agenda

MOTION

Commissioner Horvath MOVED to APPROVE the Consent Agenda. The motion was SECONDED by Commissioner Freeman and APPROVED BY UNANIMOUS VOICE VOTE.

6. Appeals.

6.A. Finding of Legal Sufficiency – Appeal of an Approved Use by Exception for a School at 307 Anastasia Boulevard

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

The applicant was not present; however, Elizabeth Hernandez, legal representative for Mr. Stewart, was available for questions.

Commissioner Freeman said the applicant did not meet the deadline for submittal of all required documents

Mayor Upchurch felt that allowing the appeal would not cause harm to other parties

Commissioner Sikes-Kline agreed that the applicant should have submitted a complete application before the deadline.

Public Comment was opened and the Commission heard from the following members:

- Ed Slavin
- B.J.Kalaidi
- Phillip Smith
- Andrew Broskie

Public comment was closed.

Mr. Valdes also agreed that the applicant should have submitted a complete packet prior to the deadline. He added that the 30 day timeframe to file an appeal may be insufficient to gather document such as the required verbatim transcript which had to be ordered through a private company. He asked that staff reconsider the timeline to file an appeal in the future.

MOTION

Mayor Upchurch MOVED to make a finding that the appeal had legal sufficiency. THE MOTION DIED DUE TO LACK OF A SECOND.

MOTION

Commissioner Sikes-Kline MOVED to make a finding that the appeal lacked legal sufficiency due to the untimely filing of the transcript and not meeting the conditions of the application. The

motion was **SECONDED** by Commissioner Freeman and **PASSED 4/1**, MAYOR UPCHURCH DISSENTING.

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

7.A. General Public Presentations

(None)

7.B. Items of Great Public Importance

(None)

7.C. Other Items Requiring Public Hearing

(None)

8. Ordinances and Resolutions – Public Hearing Required.

8.A. Ordinances – Second Reading

8.A.1. Ordinance 2019-12: Limits zoning districts of aircraft and public airports within the City limits. Encourages the use of the local airport's facilities and equipment including a seaplane ramp.

Public hearing was opened; however, there was no response

MOTION

Commissioner Sikes-Kline MOVED to PASS Ordinance 2019-12 on second reading. The motion was SECONDED by Commissioner Valdes.

Isabelle Lopez read the title as follows:

ORDINANCE NO. 2019-12

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 28 OF THE CODE OF THE CITY OF ST. AUGUSTINE; AMENDING ARTICLE I, SECTION 28-2 TO INCLUDE

DEFINITIONS FOR AIRCRAFT AND PUBLIC AIRPORT; AMENDING ARTICLE III, DIVISION 6, SECTION 28-246 TO ALLOW PUBLIC AIRPORT AS A PERMITTED USE BY EXCEPTION IN OPEN LANDS DISTRICTS; CREATING ARTICLE IV, DIVISION I, SECTION 28-355 TO ESTABLISH ZONING LIMITATIONS FOR AIRPORTS AND AIRCRAFT; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MOTION WAS APPROVED BY UNANIMOUS VOICE VOTE.

8.A.2. Ordinance 2019-13: Approves annual end of year salary supplement dependent upon satisfactory work performance and seniority.

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

- B.J. Kalaidi
- Ed Slavin

Public hearing was closed.

MOTION

Commissioner Freeman MOVED to PASS Ordinance 2019-13 on second reading. The motion was SECONDED by Commissioner Horvath.

Isabelle Lopez read the title as follows:

ORDINANCE NO. 2019-13

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 2 OF THE CODE OF THE CITY OF ST. AUGUSTINE; CREATING ARTICLE IV, DIVISION 3, SECTION 2-127 TO ESTABLISH AN ANNUAL END OF YEAR SALARY SUPPLEMENT FOR CITY EMPLOYEES; PROVIDING FOR SEVERABILITY; PROVIDING FOR

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

THE MOTION WAS APPROVED BY UNANIMOUS VOICE VOTE.

8.A.3. Ordinance 2019-14: Amends the City Charter to remove sections obsolete, preempted or superseded.

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

- B.J. Kalaidi
- Ed Slavin

Public hearing was closed.

MOTION

Commissioner Freeman MOVED to PASS Ordinance 2019-14 on second reading. The motion was SECONDED by Commissioner Sikes-Kline.

Isabelle Lopez read the title as follows:

ORDINANCE NO. 2019-14

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING THE CHARTER OF THE CITY OF ST. AUGUSTINE TO REMOVE ALL SECTIONS PREVIOUSLY IDENTIFIED AS BEING OBSOLETE, PREEMPTED AND SUPERSEDED; PROVIDING FOR INCLUSION IN THE CHARTER OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MOTION WAS APPROVED BY UNANIMOUS VOICE VOTE.

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

(None)

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

8.C.1. Resolution 2019-22: This resolution sets the Fire Assessment Fee rate for residential and non-residential footage.

Meredith Breidenstein, Director, Budget and Performance Management, presented Resolution 2019-22. She read the rates into the record under sections (e) and (f). She fielded questions regarding how the square footage was determined as well as what properties were required to pay the assessment.

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

- B.J. Kalaidi
- Ed Slavin

Public hearing was closed.

Commissioner Sikes-Kline gave a brief history of the fire-assessment fee.

MOTION

Commissioner Sikes-Kline MOVED to PASS Resolution 2019-22. The motion was SECONDED by Commissioner Freeman AND APPROVED BY UNANIMOUS VOICE VOTE.

9. Ordinances and Resolutions - No Public Hearing Required

9.A. Ordinances – First Reading

9.A.1. Ordinance 2019-15: Updating the City Charter, this ordinance amends all sections to include both genders and use gender neutral terminology.²

Isabelle Lopez, City Attorney, presented Ordinance 2019-15.

² Commissioner Freeman took a brief recess from 6:35p.m. to 6:39p.m.

MOTION

Commissioner Sikes-Kline MOVED to place Ordinance 2019-15 on first reading, read by title only and passed. The motion was SECONDED by Commissioner Horvath.

Isabelle Lopez read the title as follows:

ORDINANCE NO. 2019-15

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING THE CHARTER OF THE CITY OF ST. AUGUSTINE TO AMEND ALL SECTIONS NECESSARY TO PROVIDE GENDER NEUTRAL LANGUAGE THROUGHOUT; PROVIDING FOR INCLUSION IN THE CHARTER OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MOTION WAS APPROVED BY UNANIMOUS VOICE VOTE.

Commissioner Freeman was not present for the vote.

9.A.2. Ordinance 2019-16: Updating the City Charter, this amendment removes the procedure for street vacations and codifies a procedure in the code consistent with other ordinance noticing and hearings.

Isabelle Lopez, City Attorney, presented Ordinance 2019-16.

MOTION

Commissioner Sikes-Kline MOVED to place Ordinance 2019-16 on first reading, read by title only and passed. The motion was SECONDED by Commissioner Horvath.

Isabelle Lopez read the title as follows:

ORDINANCE NO. 2019-16

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING THE CHARTER OF THE CITY OF ST. AUGUSTINE TO REMOVE THE PROCEDURE FOR VACATING STREETS; PROVIDING FOR INCLUSION IN THE CHARTER OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MOTION WAS APPROVED BY UNANIMOUS VOICE VOTE.

Commissioner Freeman was not present for the vote.

9.A.3. Ordinance 2019-17: Amending Chapter 22 of the Code to clarify the procedures for vacating roads.

Isabelle Lopez, City Attorney, presented Ordinance 2019-17.³

MOTION

Commissioner Sikes-Kline MOVED to place Ordinance 2019-17 on first reading, read by title only and passed. The motion was SECONDED by Commissioner Horvath.

Isabelle Lopez read the title as follows:

ORDINANCE NO. 2019-17

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 22 OF THE CODE OF THE CITY OF ST. AUGUSTINE; AMENDING ARTICLE V, SECTION 22-176 TO PROVIDE THE CITY COMMISSION AUTHORITY TO SET PETITION FEES BY RESOLUTION; AMENDING ARTICLE V, SECTION 22-177 TO PROVIDE THE CITY COMMISSION AUTHORITY TO WAIVE THE WAITING PERIOD FOR PREVIOUSLY DENIED PETITIONS; CREATING ARTICLE V, SECTION 22-178 TO ESTABLISH REQUIREMENTS FOR ROAD VACATION PETITIONS;

³ Commissioner Valdes took a brief recess from 6:39p.m. to 6:41p.m.

CREATING ARTICLE V, SECTION 22-179 ESTABLISHING REVIEW, NOTICE AND HEARING PROCEDURES FOR ROAD VACATION PETITIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MOTION WAS APPROVED BY UNANIMOUS VOICE VOTE.

Commissioner Valdes was not present for the vote.

9.A.4. Ordinance 2019-18: Updating the City Charter, this amendment removes procedures regarding annual Christmas bonuses and codifies the procedure consistent with state statute and current policy.

Isabelle Lopez, City Attorney, presented Ordinance 2019-18.

MOTION

Commissioner Horvath MOVED to place Ordinance 2019-18 on first reading, read by title only and passed. The motion was SECONDED by Mayor Upchurch.

Isabelle Lopez read the title as follows:

ORDINANCE NO. 2019-18

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING THE CHARTER OF THE CITY OF ST. AUGUSTINE TO REMOVE PROCEDURES FOR ANNUAL CHRISTMAS BONUSES; PROVIDING FOR INCLUSION IN THE CHARTER OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

THE MOTION WAS APPROVED BY UNANIMOUS VOICE VOTE.

Commissioner Valdes was not present for the vote.

9.B. Resolutions

9.B.1. Resolution 2019-21: Provides that regular meetings will adjourn no later than four (4) hours after call to order unless extended by vote.

Isabelle Lopez, City Attorney, presented Resolution 2019-21.

MOTION

Mayor Upchurch MOVED to PASS Resolution 2019-21. The motion was SECONDED by Commissioner Skies-Kline and APPROVED BY UNANIMOUS VOICE VOTE.

Commissioner Valdes was not present for the vote.

9.B.2. Resolution 2019-23: Authorizes the City Manager to execute temporary construction easements related to submerged lands of the City.

Isabelle Lopez, City Attorney, presented Resolution 2019-23.

MOTION

Commissioner Freeman MOVED to PASS Resolution 2019-23. The motion was SECONDED by Commissioner Sikes-Kline and APPROVED BY UNANIMOUS VOICE VOTE.

9.B.3. Resolution 2019-24: Request by the City of St. Augustine to the St. Johns River Water Management District and the Florida Department of Environmental Protection to reduce permit application fees pursuant to Section 218.075, Florida Statutes.

Mike Cullum, Director, Public Works, presented Resolution 2019-24.

MOTION

Commissioner Horvath MOVED to PASS Resolution 2019-24. The motion was

SECONDED by Mayor Upchurch and APPROVED BY UNANIMOUS VOICE VOTE.

9.B.4. Resolution 2019-28: Authorizes the City Manager to execute the annual agreement between the City and Flagler College, Inc. for law enforcement services.

Mayor Upchurch recused himself as an employee of Flagler College.⁴

Isabelle Lopez, City Attorney, presented Resolution 2019-28.

MOTION

Commissioner Horvath MOVED to PASS Resolution 2019-28. The motion was SECONDED by Commissioner Sikes-Kline and APPROVED BY UNANIMOUS VOICE VOTE.

9.B.5. Resolution 2019-29: Discussion regarding Francis Field events pursuant to the passage of Resolution 2018-13 prohibiting events held on consecutive weekends.

Paul Williamson, Director, Public Affairs, presented Resolution 2019-29. He noted that the resolution was being presented because of even scheduling issues caused by the Easter holidays occurring on different days each year.

MOTION

Commissioner Freeman MOVED to pass Resolution 2019-29. The motion was SECONDED by Commissioner Valdes and APPROVED BY UNANIMOUS VOICE VOTE.

10. Staff Reports and Presentations

10.A. Public Hearing Required: Discussion regarding the City's eligibility to apply for a Small Cities

Community Development Block Grant (CDBG) for Disaster Recovery from Hurricane Irma.

Corey Sakryd, Grants Administrative Coordinator, presented the subject.

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

- Ed Slavin
- B.J. Kalaidi

Public Hearing was closed.

Mayor Upchurch inquired as to project details which Mr. Sakryd replied had not been decided yet due to the short time-frame to begin the application process of which the public hearing was the first step.

There was Commission consensus to support effort and members of the public who spoke were encouraged to sign-in for the application record.

MOTION

Mayor Upchurch MOVED to authorize staff to proceed with the CDBG application process. The motion was SECONDED Commissioner Horvath and APPROVED BY UNANIMOUS VOICE VOTE.

10.B. Presentation regarding the structure at 91 Coquina Avenue.

Corey Sakryd, Grants Administrative Coordinator, presented the subject and gave a brief synopsis of the proposal process for the acquisition of Meldrim Cottage. He announced that the staff's recommendation was to accept the proposal from the Florida Agricultural Museum which provided the greatest chance for restoration and preservation.

Commissioner Freeman was excited for the proposal gave credit to Jenny Wolfe,

⁴ Form attached to original minutes

Historic Preservation Officer who reached out to the Agricultural Museum.

Commissioner Valdes noted that the Meldrim family had been in the turpentine and timber business.

Commissioner Sikes-Kline agreed that Ms. Wolfe had been deeply involved with obtaining the proposal. She asked that the museum representatives speak regarding the proposal.

Kara Hoblick, Executive Director of the Florida Agricultural Museum said that they were working on a turpentine and timber exhibit at the museum and Meldrim Cottage would be an appropriate addition. She and Sandy Refitt, Director of Development, provided examples of other structures that had been moved to the museum and rehabilitated.

Mayor Upchurch said he had represented the Meldrim family for many years and he felt they would be happy with the museum's proposal.

MOTION

Commissioner Sikes-Kline MOVED to APPROVE the transfer of the structure to the Florida Agricultural Museum. The motion was SECONDED by Mayor Upchurch and APPROVED BY UNANIMOUS VOICE VOTE.⁵

10.C. Quality of Nightlife Strategic Plan presented by John Regan, City Manager.

John Regan, City Manager, gave a presentation regarding the Quality of Nightlife Strategic Plan.⁶

Commissioner Freeman said the presentation was comprehensive and she looked forward to seeing how the plan progressed.

Commissioner Sikes-Kline asked what costs would be incurred implementing the plan as presented.

Mr. Regan said costs would be about \$250,000-\$300,000. The proposed permit system would help offset those costs.

Commissioner Sikes-Kline encouraged her fellow commissioners to visit downtown at night to experience what Mr. Regan had discussed. She encouraged industry members to contact the commissioners and be involved in the process.

Commissioner Horvath was in favor of the plan.

Commissioner Valdes said he wanted a thriving and vibrant nightlife that was safe and an asset to the community. He was excited to get input from the stakeholders and working out a plan that would make it better for all involved.

Mayor Upchurch thanked all those involved in the presentation. He wanted to be clear that the proposed plan was not an "us against them" scenario, and that night life and events were important economic drivers for the City and the plan would address problems in a collaborative way.

Mr. Regan announced there would be a workshop scheduled for August 28, 2019. He added that they were already working with several groups and reiterated that there would be more public outreach before any legislation was crafted.

10.D. Review of revised License Agreement for the Cuna Street Beautification project.

Reuben Franklin, Mobility Program Manager, gave a presentation regarding the Cuna Street Beautification Project, highlighting changes from the previous draft of the agreement.

⁵ Brief recess from 7:04p.m. to 7:16p.m.

⁶ Attached to the original minutes

MOTION

Mayor Upchurch MOVED to APPROVE the License Agreement. The motion was SECONDED by Commissioner Valdes.

Commissioner Sikes-Kline stated her continued opposition to the on-street dining ending at 12:15a.m. She added that public comment had indicated that restaurants generally stop serving around 10:15/10:30p.m. She felt that on-street dining ending at 10:00p.m. would be more realistic. She thanked staff for changing the agreement in response to concerns previously voiced by the commission.

**THE MOTION PASSED 4/1,
COMMISSIONER SIKES-KLINE
DISSENTING.**

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. Quarterly and Annual status report.

Ms. Lopez asked the commissioners for approval of her annual report and added that, if desired, she could place future reports on the consent agenda.

There was consensus of the Commission to place the annual report on the consent agenda moving forward.

MOTION

Mayor Upchurch MOVED to APPROVE the Annual Report. The motion was SECONDED by Commissioner Horvath and APPROVED BY UNANIMOUS VOICE VOTE.

12. ITEMS BY CITY CLERK

12.A. Assignment of Commissioner to Guana Tolomato Matanzas National Estuarine Research Reserve (GTMNERR).

Darlene Galambos, City Clerk, noted that assignment of a commission representative to serve on the GTMNERR had been previously overlooked. Former Mayor Nancy Shaver had asked to be representative, but the slot had been vacant since her departure.

Commissioners Freeman, Horvath, and Sikes-Kline all expressed interest in serving on the GTMNERR.

After discussion regarding the work-load of each interested member, Commissioner Sikes-Kline recommended Vice-Mayor Freeman since her assignment with Sister Cities offered a lighter work-load.

There was Commission consensus that Vice-Mayor Freeman represent the Commission on the GTMNERR.

Commissioner Freeman encouraged all commissioners to get involved in the Sister Cities as well as other Boards.

12.B. Notification of one term vacancy and two term expirations for the Planning and Zoning Board as of September 30, 2019. The application deadline is September 11, 2019 and appointments are tentatively scheduled for September 25, 2019.

Darlene Galambos, City Clerk, announced that Carl Blow had served his maximum term limit and would be ineligible for reappointment. She added that Sarah Ryan and Grant Misterly were both eligible for reappointment if they desired to re-apply.

Discussion ensued regarding thanking volunteer Board members with a small reception or luncheon.

13. ITEMS BY CITY MANAGER

(None)

14. Items by Mayor and Commissioners

Commissioner Freeman asked for consideration regarding a Certificate of Recognition for businesses that have voluntarily initiated green practices. She asked her fellow Commissioners for feedback. She thought that the certificate could be presented with a sticker that businesses could display at their establishments.

Commissioner Freeman also discussed the matter of Fish Island, and thanked all supporters for their efforts in obtaining the property as a park.

Commissioner Sikes-Kline asked about the City's reduction of plastic waste and Mr. Regan responded that Jim Piggott would provide an update during a subsequent meeting. She also announced that the Florida League of Cities Annual Conference would be held in the upcoming week.

15. Adjournment

There being no further business, the meeting was adjourned at 8:15 P.M.⁷

Tracy W. Upchurch, MAYOR

Darlene Galambos, CITY CLERK

⁷ Transcribed by Candice Seymour

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

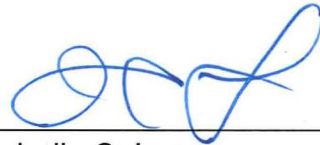
DATE: August 14, 2019

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 348 VENETIAN BOULEVARD**

Enclosed is a Satisfaction and Release of Mortgage for 348 Venetian Boulevard regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine and James Madden. The mortgage was recorded in the Public Records of St. Johns County on February 1, 2019. Copies of the Unit Connection Fee Mortgage and Promissory Note are enclosed as well for reference.

Please place this Release and Satisfaction of Mortgage on the consent agenda for consideration and execution at the August 26, 2019 City Commission meeting.

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

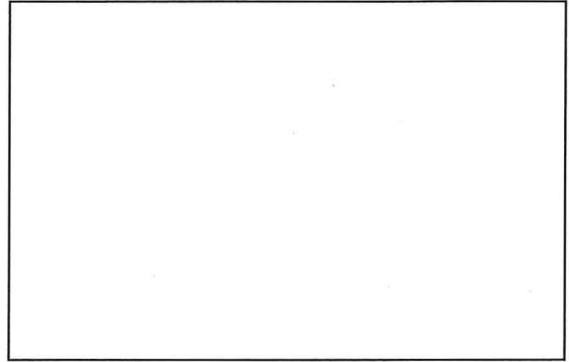


Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Darlene Galambos, City Clerk (with original)

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



**SATISFACTION AND
RELEASE OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS:

THE CITY OF ST. AUGUSTINE, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085-0210 (hereinafter referred to as "Mortgagee"), in consideration of the covenants and agreements set forth hereinafter, hereby releases **JAMES MADDEN**, whose address is 301 Coopers Cove Road, St. Augustine, Florida 32095, his heirs, assigns or successors in title (hereinafter referred to as "Mortgagor"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated December 10, 2018, recorded at Official Records Book 4674, Page 1855, of the Public Records of St. Johns County, Florida, and relating to that certain lot, parcel or piece of land situated in the City of St. Augustine, St. Johns County, Florida, described in **Exhibit A** attached hereto and incorporated herein.

Mortgagee hereby releases said Mortgagor from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 4674, Page 1855, of the Public Records of St. Johns County, Florida, and such obligations related to said documents have been fully performed and are therefore satisfied.

IN WITNESS WHEREOF, this Satisfaction and Release of Mortgage has been duly signed and executed by the Mortgagee, this ____ day of _____, 2019.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Tracy W. Upchurch, Mayor-Commissioner

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

WITNESS my hand and official seal, this ____ day of _____, 2019.

Notary Public, State of Florida

EXHIBIT 'A

10-64 VENETIAN ISLES LOTS 1 & 2 BLK M & S1/2^f OF VACATED CAPRI ISLE LYING N OR970-1564.

PARCEL ID: 075170-0000

ADDRESS: 348 VENETIAN BOULEVARD, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

Public Records of St. Johns County, FL
Clerk number: 2019007319
BK: 4674 PG: 1855
2/1/2019 11:55 AM
Recording \$61.00
Doc M: \$15.75

THIS MORTGAGE, by and between **James Madden** whose address is 348 Venetian Blvd. St. Augustine, FL 32084 (hereinafter called "Mortgagor") and **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Dept., St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

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

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

And the Mortgagor further covenants as follows:

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

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

3. That the Mortgagee will make monthly payments in the amount of \$49.35 for 120 months, with the first payment due January 15, 2019

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 10th day of December, 2018.

Signed, sealed and delivered in the presence of:

Witness

Printed Name: Maxwell Moulton

Witness

Printed Name: Coria Wiles

BY:

(Printed Name) James Madden
(Address) 348 Venetian Blvd.
(Telephone) 904-434-6427

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

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

COUNTY OF St. Johns

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

Witness my hand and official seal, this 10th day of December, 2018.



Notary Public, State of Florida

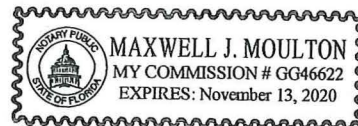


Exhibit "A"

LEGAL DESCRIPTION

10-64 VENETIAN ISLES LOTS 1 &
2 BLK M & S1/2 OF VACATED
CAPRI ISLE LYING N
OR970/1564

Parcel: 0751700000

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: James Madden
ADDRESS: 348 Venetian Blvd.
St. Augustine, FL 32084

\$4,451.60

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at **348 Venetian Blvd. St. Augustine, FL 32084**, the undersigned, jointly and severally, promises to pay to the order of **CITY OF ST. AUGUSTINE, P.O. Box 210, St. Augustine, Florida, 32085**, or elsewhere as the holder hereof may from time to time require, the principal sum of **4,451.60 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **5.97 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **49.35 Dollars**, commencing on **January 15, 2019** and continuing on the same date each and every month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

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

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

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

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

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

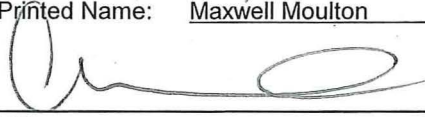
Exhibit "B"

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

Signed, sealed and delivered **dated as of December 10, 2018**, in the presence of:

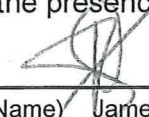


Witness
Printed Name: Maxwell Moulton



Witness
Printed Name: Cori Niles

BY:



(Printed Name) James Madden
(Address) 348 Venetian Blvd.
(Telephone) 904-434-6427

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

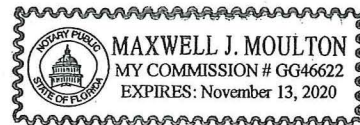
COUNTY OF St. Johns

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

Witness my hand and official seal, this 10th day of December, 2018.



Notary Public, State of Florida



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: August 8, 2019

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 2866 NORTH 5TH STREET**

Enclosed is a Satisfaction and Release of Mortgage for 2866 North 5th Street regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine and Sue Ellen Fowler. The mortgage was recorded in the Public Records of St. Johns County on September 13, 2011. Copies of the Unit Connection Fee Mortgage and Promissory Note are enclosed as well for reference.

Please place this Release and Satisfaction of Mortgage on the consent agenda for consideration and execution at the August 26, 2019 City Commission meeting.

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

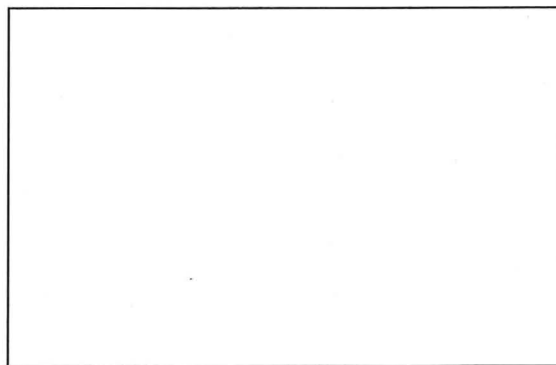


Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Darlene Galambos, City Clerk (with original)

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



**SATISFACTION AND
RELEASE OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS:

THE CITY OF ST. AUGUSTINE, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085-0210 (hereinafter referred to as "Mortgagee"), in consideration of the covenants and agreements set forth hereinafter, hereby releases **SUE ELLEN FOWLER**, whose address is 2866 North 5th Street, St. Augustine, Florida 32084, her heirs, assigns or successors in title (hereinafter referred to as "Mortgagor"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated September 2, 2011, recorded at Official Records Book 3473, Page 1051, of the Public Records of St. Johns County, Florida, and relating to that certain lot, parcel or piece of land situated in the City of St. Augustine, St. Johns County, Florida, described in **Exhibit A** attached hereto and incorporated herein.

Mortgagee hereby releases said Mortgagor from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 3473, Page 1051, of the Public Records of St. Johns County, Florida, and such obligations related to said documents have been fully performed and are therefore satisfied.

IN WITNESS WHEREOF, this Satisfaction and Release of Mortgage has been duly signed and executed by the Mortgagee, this ____ day of _____, 2019.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Tracy W. Upchurch, Mayor-Commissioner

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

WITNESS my hand and official seal, this ____ day of _____, 2019.

Notary Public, State of Florida

EXHIBIT ' A

LOTS 26 AND 28, BLOCK 4, PONCE DE LEON HEIGHTS, UNIT ONE, ACCORDING TO PLAT THEREOF
RECORDED IN PLAT BOOK 3, PAGE 73 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID: 085180-0260

ADDRESS: 2866 NORTH 5TH STREET, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

Public Records of
St. Johns County, FL
Clerk # 2011045819,
O.R. 3473 PG 1051-1056
09/13/2011 at 12:29 PM,
REC. \$25.00 SUR. \$27.50
Doc. M \$9.80
Int Tax \$5.59

THIS MORTGAGE, by and between Sue Ellen Fowler, whose address is 2866 North 5th Street, hereinafter called "Mortgagor") and CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Department, St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

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

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

And the Mortgagor further covenants as follows:

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

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

3. That the Mortgagee will make monthly payments in the amount of \$27.26 for 120 months.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 2nd day of September 2011.

Signed, sealed and delivered
in the presence of:



Witness

Printed Name: Barbara J. Muench

BY: 

(Printed Name)

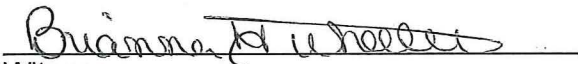
Sue Ellen Fowler

(Address)

2866 N 5th Street

(Telephone)

904-460-2572



Witness

Printed Name: Brianna T Wheeler

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

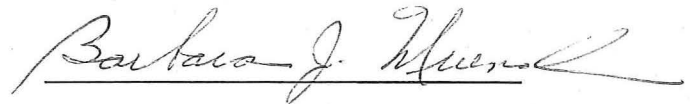
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

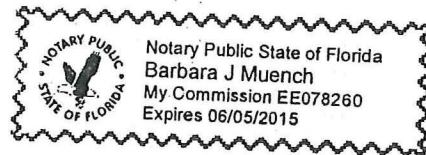
COUNTY OF St. Johns

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

Witness my hand and official seal, this 2nd day of September 2011.



Notary Public, State of Florida



LEGAL DESCRIPTION

Lots 26 and 28, Block 4, Ponce de Leon Heights, Unit One, according to plat thereof recorded in Plat Book 3, Page 73 of the public records of St. Johns County, Florida.

Parcel ID #: 085180-0260

Exhibit "A"

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: Sue Ellen Fowler
ADDRESS: 2866 North 5th Street
St. Augustine, FL 32084

\$2,794.97

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at 2866 North 5th Street, the undersigned, jointly and severally, promises to pay to the order of **CITY OF ST. AUGUSTINE, P.O. Box 210, St. Augustine, Florida, 32085**, or elsewhere as the holder hereof may from time to time require, the principal sum of **2,794.97 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **3.21 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **27.26 Dollars** each, commencing on the date hereof and continuing on the same date each and every month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

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

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

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

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

Exhibit "B"

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

Signed, sealed and delivered **Dated as of: September 2, 2011**, in the presence of:

Barbara J. Muench
Witness
Printed Name: Barbara J. Muench

BY: Sue Ellen Fowler
(Printed Name) Sue Ellen Fowler
(Address) 2866 N 5th Street
(Telephone) 904-460-2572

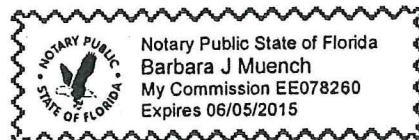
Brianne T. Wheeler
Witness
Printed Name: Brianne T. Wheeler

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this 2nd day of September 2011.

Barbara J. Muench
Notary Public, State of Florida



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: August 26, 2019

RE: Update regarding the City's *Comprehensive Plan 2040 – Mapping our Future* initiative to update the City's Comprehensive Plan

As you are aware the City is required by the State of Florida to periodically evaluate the City's Comprehensive Plan. This process is called the Evaluation and Appraisal Report (EAR). This evaluation is required every seven (7) years. The City reviewed its 2011 Comprehensive Plan in 2018.

In November of 2018 the City Commission voted to submit a letter as recommended by the PZB to the State Department of Economic Opportunity (DEO) to confirm that the City intended to update its Comprehensive Plan. Based on the evaluation process the City determined that there were statutory requirements, and local issues that warranted an update to the plan. The City received confirmation from the DEO on November 30, 2018 that the State had received the City's letter, and that the City had one (1) year to submit the associated Comprehensive Plan amendments.

Since January of 2019, we have moved forward with the actual updates to the Plan. Between February and May 2019 six (6) community meetings were held, and a presentation was made to the Historic Area Council of the Chamber of Commerce trying to garner as much input as possible from the community. Staff estimates that close to 100 citizens participated in this Community Involvement Process. The feedback was very sincere, insightful, and has helped to guide the overall direction of the update.

Staff also attended several individual neighborhood association meetings to encourage participation in this process. The Community Involvement Process included reaching out to all areas of the City, including all neighborhood areas and adjacent commercial districts. Some areas generated more interest than others, but overall there was a good response.

Additionally, between March and August the City's citizen boards have held six (6) workshops to address the Comprehensive Plan elements and issues in more detail. This includes a Joint Workshop between the Planning and Zoning Board (PZB) and the Historic Architectural Review Board (HARB), but the largest commitment of time and energy has been from the PZB.

The Citizen Board Workshops included specific subject matter agendas for each meeting to garner as much input regarding the overall themes and direction for the Comprehensive Plan as possible.

The Comprehensive Plan establishes an overall direction for the City by adopting broad **Goals**, achievable **Objectives**, and implementing **Policies** for a 20 year timeframe. The Comprehensive Plan attempts to look ahead to the needs of the City in 2040.

There are three (3) main statutory requirements that the updated Comprehensive Plan must address. They are:

- a **Mobility Plan** for the City, where the City must identify and encourage alternative forms of transportation;
- a **Water Supply Plan** for the City, where the City must identify and encourage water conservation and potential alternative sources of water; and
- a recognition of how the city will deal with addressing the “**perils of flood**” or **Sea Level Rise** issue.

Several local issues were also identified that are discussed throughout the Comprehensive Plan. They include:

- “**Preservation**” of St. Augustine, including historic preservation, quality of life, infrastructure, heritage, neighborhoods and the environment;
- Consideration of **impacts on the environment**, including sensitive lands, perils of flood and sea level rise, conservation zone developments, and conservation and water supply issues;
- **Mobility** issues in and through the City, including actual mobility, parking, “people moving”, actual “wear and tear” impacts on the City infrastructure and residents, and the potential “critical mass” implications for a small town that functions like an urban area;
- Recognition of **development pressures**, including infill development, redevelopment, compatibility, affordability, and density and intensity issues; and
- Recognition of the **impacts of increased tourism and population growth** in St. Johns County, including physical, preservation, infrastructure, affordability, quality of life and mobility concerns.

The City is required to transmit the proposed and updated Comprehensive Plan to the State DEO by November 26, 2019.

If you have any questions or require additional information please contact myself or David Birchim at our office by calling (904) 825-1065 or by email at either askinner@citystaug.com or dbirchim@citystaug.com.



Amy McClure Skinner, AICP
Deputy Director
Planning and Building Department



Area Workshops

The City of St. Augustine announces several area workshops related to updating its existing Comprehensive Plan.

City Staff will be conducting six (6) area workshops. Although the City is targeting areas to encourage participation the public is welcome at any and all of the Workshops that best suits your schedule!

Anastasia

Tuesday, February 12, 2019, 6:00-8:00 pm
St. Augustine Yacht Club

SR 312 Corridor

Tuesday, February 19, 2019, 6:00-8:00 pm
St. Augustine Yacht Club

North Core

Wednesday, March 20, 2019, 6:00-8:00 pm
St. Johns County Main Library

West City

Wednesday, April 3, 2019, 6:00-8:00 pm
St. Johns County Main Library

Downtown

Tuesday, April 16, 2019, 6:00-8:00 pm
Alcazar Room, City Hall

North US 1

Wednesday, May 15, 2019, 6:00-8:00 pm
St. Johns County Main Library

We need you to think about the future of St. Augustine, and help Map Our Future to 2040!

Your participation is needed and greatly appreciated!

If you have any questions contact the Project Manager at askinner@citystaug.com or go to the City's project webpage at www.CityStAug.com/CompPlan2040.

More information will be available soon.



Citizen Board Workshops

The City of St. Augustine announces several Citizen Board workshops related to updating its existing Comprehensive Plan.

Based on an evaluation of the existing Comprehensive Plan the City has elected to update the Plan to 2040! Over the next several months there will be topical public workshops. Information will be made available for review prior to each meeting.

Joint Workshop Planning and Zoning Board and Historic Architectural Review Board

Thursday, March 14, 2019, 9:00 am
Alcazar Room, City Hall

Planning and Zoning Board Workshop
Thursday, April 25, 2019, 1:00 pm
Alcazar Room, City Hall

Planning and Zoning Board Workshop
Tuesday, May 21, 2019, 9:00 am
Alcazar Room, City Hall

Planning and Zoning Board Workshop
Tuesday, June 18, 2019, 1:00 pm
Alcazar Room, City Hall

Planning and Zoning Board Workshop
Tuesday, July 23, 2019, 1:00 pm
Alcazar Room, City Hall

Planning and Zoning Board Workshop
Tuesday, August 20, 2019, 1:00 pm
Alcazar Room, City Hall

We need you to think about the future of St. Augustine, and help Map Our Future to 2040!

Your participation is needed and greatly appreciated!

If you have any questions contact the Project Manager at askinner@citystaug.com or go to the City's project webpage at www.CityStAug.com/CompPlan2040.

More information will be available soon.

ITEM CA.7.
Grant Agreement

CITY OF ST. AUGUSTINE

MEMORANDUM

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

DATE: August 15, 2019

RE: Consent Item for August 26, 2019
Approval of Grant Agreement with FDEM and
Request for Stormwater Reserves Funding for Local Match
Whitney St. Box Culvert and West King Flood Mitigation FEMA-DR-4283-87-R

The South Whitney Street Box Culvert and West King Street Flood Mitigation project (DR-4283-87-R) was awarded grant funding for Phase I (Surveying, Engineering, Design and Permitting) from the Federal Emergency Management Agency (FEMA) through the Hazard Mitigation Grant Program (HMGP). The project will improve flood protection for the intersection of South Whitney and West King Streets. Phase II, Construction, will include all activities to raise the existing streets to allow access during the Base Flood Elevation (BFE); and double the size of the box culvert under South Whitney. These changes will reduce upstream flooding and allow these streets to remain open during and after storm events. This grant is administered through the state (Florida Department of Emergency Management –FDEM).

At this time Phase I has reached the preliminary design stage of development. An updated cost opinion has been generated based on the preliminary design, resulting in increased project costs for both design and construction (Phase I and II) of the grant. Based on the updated cost opinion, costs for Phase I have increased from \$99,561.00 to \$193,139.00 and Phase II construction costs are projected to increase from \$530,401.00 to \$1,017,100.00. These increases are due to an increase in the complexity in both the design and construction of this project from the conceptual plan on which the grant application and award are based.

The FY2019 stormwater reserve minimum balance requirement is \$238,000. If approved, this requested use of stormwater reserves will bring the fund's balance to \$294,000. Therefore, the balance can cover the City 25% match amount for the Phase I and Phase II without depleting the stormwater program reserves below the required emergency level.

Work associated with the HMGP grant sub-award and grant agreement for Phase I is to be completed by December 31, 2019 with an updated total cost of \$193,139.00 (\$144,854.00 Federal Share (75%) and \$48,285.00 (25%) Local Share). Phase II is to be completed by April 6, 2021 with a total cost of \$1,017,100.00 (\$762,825.00 Federal Share \$254,275.00 Local Share).

Staff has reviewed the agreement and recommends approval; and further requests authorization to utilize Stormwater Reserves in the amount of \$277,670.00 for the local match.

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



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

Enclosure

Cc: Darlene Galambos, City Clerk; Directors of Budget, Finance and General Services, James Wheeler, P.E.

ITEM CA.8.
Authorization to Execute

CITY OF ST. AUGUSTINE

MEMORANDUM

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

DATE: August 5, 2019

RE: Consent Agenda Item for August 26, 2019 City Commission Meeting
Grant Agreement with the Florida Department of Environmental Protection (FDEP)
Stormwater Outfall Resiliency Retrofit – Agreement No. R1928

The proposed grant agreement is with the Florida Department of Environmental Protection's (FDEP) Florida's Resilient Coastline Program (FRCP). The agreement will pay 100% of the costs to the City, for retrofitting ten (10) more stormwater outfalls with tide check valves to prevent nuisance tidal flooding (the Project). The maximum reimbursement amount is \$155,641. The project must be completed by April 30, 2020. No work may begin on this project until the associated agreement is fully executed.

Staff has reviewed the contract agreement and recommends approval. As such, staff requests that the City Commission authorize the city manager to execute Agreement # R1928. Furthermore, staff also recommends that the City Commission authorizes the City Manager to complete and execute all documents necessary to seek and receive the described grant funds and all construction and other contracts necessary to complete the Project.

Sincerely,



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

Enclosure

cc: I. Lopez, City Attorney, T. Grant, Deputy Director, PW; M. Breidenstein Budget; J. Beach, Engr, Corey Sakryd, Grants Admin.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Stormwater Outfall Resiliency Retrofit** Agreement Number: **R1928**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of St. Augustine** Entity Type: **Local Government**
Grantee Address: **75 King Street, St. Augustine, FL 32085** FEID: **F59-6000420** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **June 30, 2020**

4. Project Number: **R1928** Project Location(s): **City of St. Augustine**
(If different from Agreement Number)

Project Description: **The City intends to retrofit 10 stormwater outfalls with tide check valves to eliminate nuisance tidal flooding within the City.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$155,641.00	☒ State ☐ Federal	CSFA #37.098	\$155,641.00
	☐ State ☐ Federal		
	☐ Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$155,641.00

6. Department's Grant Manager	Grantee's Grant Manager
Name: Whitney Gray	Name: Jessica Beach
or successor	or successor
Address: 3900 Commonwealth Blvd. MS235 Tallahassee, FL 32399	Address: 75 King Street St. Augustine, FL 32085
Phone: 850-245-2098	Phone: 904-209-4227
Email: Whitney.Gray@FloridaDEP.gov	Email: jbeach@citystaug.com

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☒ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements for Grants
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☒ Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

City of St. Augustine

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

LEGAL REVIEWING ENTITY

By

(Authorized Signature)

Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

APPROVED AS TO FORM,
LEGAL SUFFICIENCY AND
EXECUTION

Isabelle C. Lopez, City Attorney

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following: (1) an increase or decrease in the Agreement funding amount; (2) a change in Grantee's match requirements; (3) a change in the expiration date of the Agreement; and/or (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department. A change order to this Agreement may be used when: (1) task timelines within the current authorized Agreement period change; (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department; and/or (3) fund transfers between budget categories for the purposes of meeting match requirements. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.
 - iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
- e. https://www.myfloridacfo.com/Division/AA/Manuals/Auditing/Reference_Guide_For_State_Expenditures.pdf.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- h. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- i. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- j. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- k. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$1,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
- i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$1,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.
10. **Status Reports.**
The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting

period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for

that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice

required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at:

<http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.

- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products

or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. R1928

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is to retrofit 10 stormwater outfalls with tide check valves to eliminate nuisance tidal flooding within the City. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are no extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a fixed price Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☐	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the

Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The minimum limits shall be \$200,000 for each person and \$300,000 for each occurrence.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The minimum limits shall be as follows:

\$200,000/300,000

Automobile Liability for Company-Owned Vehicles, if applicable

\$200,000/300,000

Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation.

The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: R1928**

ATTACHMENT 3

Project Title: Stormwater Outfall Resiliency Retrofit

Grantee Contact Information:

Organization Name: City of St. Augustine

Authorized Signer for the Organization: John Regan, P.E.

Title: City Manager

Address: 75 King Street (Physical), P.O. Box 210 (Mailing)

City: St. Augustine

Zip Code: 32084 (Physical) 32085-0210 (Mailing)

Area Code and Telephone Number: (904) 825-1006 (City Manager) or (904) 825-1040 (Public Works)

E-mail Address: cosa@citystaug.com or PublicWorks@citystaug.com

Grant Manager Contact Information:

Organization Name: City of St. Augustine

Name: Jessica Beach

Title: Professional Engineer

Address: 75 King Street (Physical), P.O. Box 210 (Mailing)

City: St. Augustine

Zip Code: 32084 (Physical) 32085-0210 (Mailing)

Area Code and Telephone Number: (904) 209-4227

E-mail Address: jbeach@citystaug.com

Fiscal Agent Contact Information:

Organization Name: City of St. Augustine

Name: Jessica Beach

Title: Professional Engineer

Address: 75 King Street (Physical), P.O. Box 210 (Mailing)

City: St. Augustine

Zip Code: 32084 (Physical) 32085-0210 (Mailing)

Area Code and Telephone Number: (904) 209-4227

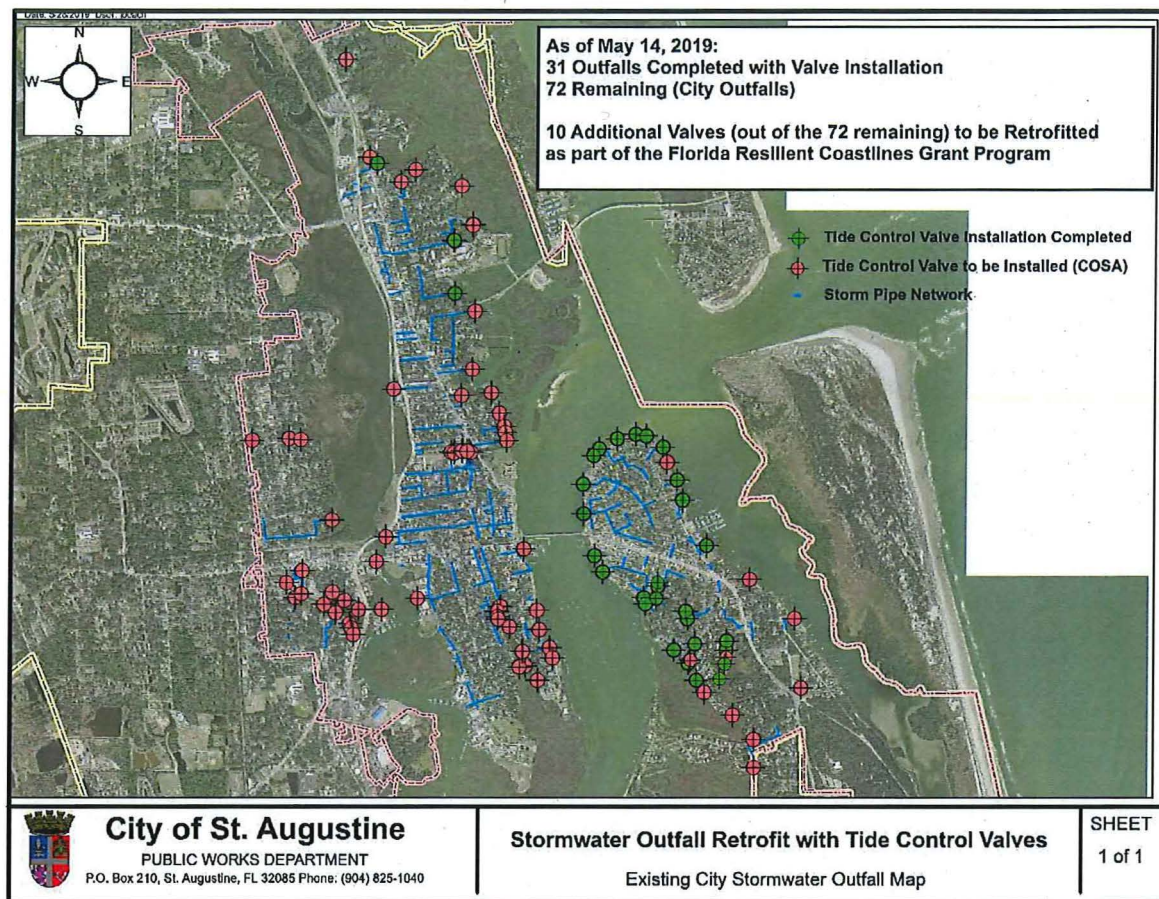
E-mail Address: jbeach@citystaug.com

FEID No.: 59-6000420

Attachment 3, DEP Agreement #: R1928

1 of 5

PROJECT LOCATION: City of St. Augustine – City Limits (see map)



WORK PLAN

- 1. Project Summary:** The City intends to retrofit 10 stormwater outfalls with tide check valves to eliminate nuisance tidal flooding within the City.
- 2. Project Description:** The City was part of a pilot study that conducted a coastal vulnerability assessment coupled with a strategic adaptation plan (Coastal Vulnerability Assessment, City of St. Augustine, 2016; Florida Community Resiliency Initiative Pilot Project Adaptation Plan for City of St. Augustine, 2017). As part of the Coastal Vulnerability Assessment, there were three types of coastal flooding analyzed. Out of the three types of flooding evaluated, nuisance flooding has the largest potential to impact St. Augustine in the near term. Based on the analysis, it was predicted that an additional 500 acres of land will be vulnerable to nuisance flooding with 1 foot of sea level rise. Currently, the City of St. Augustine experiences nuisance tidal flooding between 12-16 times per year during lunar or king tides, with additional flooding during Nor'easter conditions. This would increase based on the coastal vulnerability assessment if no action is taken to mitigate for this impact. The Strategic Adaptation Plan identified a number of actions that the City could take to address the future coastal vulnerabilities. One such action was to target upgrades to the City's stormwater management system. More specifically, to target

upgrades to the pipes through which stormwater flows. The City began targeting retrofits of the existing stormwater pipe system with the installation of new tide check valves which prevents the backflow of tidal water into the storm pipe network (which can cause the nuisance flooding). The City has approximately 103 stormwater outfalls within the City limits. The first phase of this program was in the Davis Shores community, where the City received cost share funding from the St. Johns River Water Management District to implement the project. Starting in 2017 through March 2019, the City has successfully retrofitted 27 stormwater outfalls where the SJRWMD provided cost-share funding for 22 of the 27 retrofits. The City also received cost share funding from the St. Johns River Water Management District for the retrofitting of the Macaris stormwater outfall, which includes one 30-inch and one 66-inch stormwater pipe to be retrofitted. That project is currently scheduled for completion by the end of September 2019. The City has also installed two other tide check valves in other areas within the City for a total of 31 stormwater outfalls retrofitted with the new valves. Currently, there are 72 remaining stormwater outfalls within the City limits that may be in need of retrofitting with the tide check valves. The City also has a Stormwater Outfall Resiliency Retrofit Master Plan being developed to help prioritize the retrofitting of the remaining stormwater outfalls. Although the Master Plan is not yet completed, there is enough data available that the City can select 10 outfalls of the remaining 72 that are in need of retrofitting as part of this grant proposal. As such, the City is proposing to complete the retrofitting of 10 additional stormwater outfalls within the City limits with the grant funding.

3. Project Need and Benefit:

- a. Explain the demonstrated need, which the project addresses.

As explained in the Project Description, the recently completed Coastal Vulnerability Assessment identified nuisance flooding as having the largest potential to impact St. Augustine in the near term. Based on the analysis, it was predicted that an additional 500 acres of land will be vulnerable to nuisance flooding with 1 foot of sea level rise. Currently, the City of St. Augustine experiences nuisance tidal flooding between 12-16 times per year during lunar or king tides, where additional flooding can occur during Nor'easter conditions. This project will select 10 additional stormwater outfalls out of the remaining 72 outfalls within the City to be retrofitted with a tide check valve. This will eliminate current or potential nuisance flooding associated with the storm outfall.

- b. Explain how the proposed project meets the purpose of one or more of the Goals and/or Priority Areas.

The City of St. Augustine was one of three communities in the Community Resiliency Initiative Pilot Projects administered through the Florida Department of Economic Opportunity (DEO) and funded by the National Oceanic and Atmospheric Administration (NOAA). The overall effort from this pilot project was to assess community vulnerability to projected increases in coastal flooding and develop strategies to improve resilience to the associated impacts. The Strategic Adaptation Plan that came out of the pilot project effort identified that the City should target upgrades to its existing stormwater management system. One type of upgrade is the retrofitting of the existing stormwater outfalls with tide check valves to prevent tidal water from back-flowing into the stormwater system and causing nuisance flooding. The City has begun the implementation of this resiliency retrofit and has plans to continue with these efforts to target the remaining 72 stormwater outfalls for retrofits. This next phase that would be funded by this grant would enable the City to complete an additional 10 retrofits of the existing stormwater outfalls. This type of project

directly aligns with the recommendations from the Strategic Adaptation Plan to make the City more resilient to coastal flooding.

- c. Discuss how the project is feasible and can be completed by the Deadline of April 30, 2019.

The City has recently completed the retrofitting of 27 stormwater outfalls in Davis Shores. The 10 additional outfalls to be retrofitted through this grant, is based on the time and costs that the City tracked as part of the SJRWMD cost share grant. The City believes that 10 additional outfalls can be reasonably retrofitted by the grant deadline.

4. **Budget Summary:** Allowable budget categories and costs for this project are listed in the table below.

FIXED PRICE	Grant Amount Requested
AGREEMENT TOTAL	\$ 155,641.00

- A. **Provide an explanation on what methods were used to determine the amount you are requesting:** The requested grant amount was based on grant costs with SJRWMD and installation of valves under that program. The average cost to install one valve is \$15,564.10. This includes City labor costs, materials & equipment costs, and valve costs. The City has self-performed a majority of the valve installation, keeping the costs minimized. Therefore, to install 10 valves, the estimated total cost is \$155,641, the amount being requested for the grant.

5. **Project Timeline:** All tasks are to be completed and submitted no later than the Deliverable due date listed in the table below. Request for any change must be submitted prior to the current deliverable due date listed in the project timeline. Request are to be sent via separate email to the Department's Grant Manager, with the details of the request being made and the reason for the request.

PROJECT TIMELINE

Task No.	Task Title	Deliverable Due Date	Task Amount
1	Retrofit 10 existing stormwater outfalls with new tide check valves	04/30/2020	\$155,641.00

6. **Performance Measure:** The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and this task description, to include any work being performed by any sub-contractor(s). Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal. All deliverable documents must be provided in an electronic downloadable format.
7. **Consequences for Non-Performance:** The Department will reduce each Task Funding Amount by 5% for every day that the Deliverable(s) is not received on the specified due date in the most recent Project Timeline, for the Agreement. Should a Change Order or Amendment be requested on the date of or after the most current Deliverable Due Date, the 5% reduction of that Task Funding Amount will be imposed until the date of the requested change is received, via email by the Department.

8. **Payment Request Schedule:** Grantee may submit a request for the Task Funding Amount to be paid using the Exhibit C, after all Deliverables for that Task have been approved by the Department. Request(s) for payment must include the Exhibit A showing 100% completion of that Task and must be submitted within 45 days of the Deliverable Due Date.

Or

Grantee may submit one request for the Grant Amount Awarded, by using the Exhibit C, after the project is 100% completed. The request for the Grant Amount Awarded, must include an Exhibit A showing 100% completion for all Tasks, and must be submitted within 45 days of the Deliverable Due Date.

TASKS & DELIVERABLES

Task # 1

- A. **Title:** Retrofit 10 existing stormwater outfalls with new tide check valves
- B. **Description:** The City will select 10 existing stormwater outfalls (out of the remaining 72 stormwater outfalls) that are in need of retrofitting with a new tide check valve. The City will field evaluate each of the selected outfalls to determine pipe condition, outfall condition and identify any necessary preparation and/or repair work that would be needed to accommodate the new tide check valve. The City will perform any necessary preparation work on the stormwater pipe and associated outfall. The City will take internal diameter pipe measurements per the specifications from the manufacturer (Tideflex and/or WaPro). The City will then order the size of valves needed for the 10 stormwater outfall locations from the manufacturer (Tideflex and/or WaPro). If any additional point repairs, pipe lining, outfall rehabilitation, pipe extensions, or upstream inlet retrofits are needed, the City will perform that work in preparation for the valve installation. In some limited cases, the City may need to subcontract out for this additional work (such as in the case for pipe lining or an upstream inlet retrofit). Upon receipt of the ordered valves, the City will begin installation of the valves. The City typically installs a new headwall with cement riprap bags at each outfall location as needed to provide for ease of future access and to ensure that each outfall has positive drainage.
- C. **Deliverable:** Deliverables to be submitted as part of Task #1 shall include the following:
- 1) Signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.
 - 2) Executive summary identifying the selected outfalls for retrofitting based on the field evaluation.
 - 3) Grantee's labor and material costs for the project, will be submitted with documentation to include but not limited to invoices and timesheets.
 - 4) Invoices with proof of payments to vendors for any valves purchased, materials and/or equipment costs needed to perform the preparation work and valve installation.
 - 5) Final project summary that will include before and after photos for each outfall location where the retrofit is completed.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2019/2020	37.098	Florida Resilient Coastal Program	\$155,641.00	100593
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$155,641.00	
-------------	--------------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5, Exhibit 1

6 of 6

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
FOR THE FLORIDA RESILIENT COASTLINES PROGRAM

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity.
2. The following replaces paragraph 10., Status Reports, Attachment 1, Standard Terms and Conditions:
 - a. Quarterly Reports. The Grantee shall submit status reports quarterly on **Exhibit A, Progress Report Form**, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than five (5) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.
 - b. Final Project Report. The Grantee shall also submit a Final Project Report utilizing **Exhibit F, Final Project Report Form**, attached hereto and made a part hereof, along with the final quarterly progress report. If the Grant Work Plan requires a Final Report, the Grantee will report those expenditures to the Department in the Final Report, as required. A draft of the Final Project Report shall be submitted electronically to the Department's Grant Manager for approval. After approval by the Department's Grant Manager, one (1) electronic copy of the Final Project Report shall be submitted to the Department's Grant Manager. Final payment will be held until receipt and approval of the Final Project Report.
3. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3, Grant Work Plan; and all other attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Florida Resilient Coastlines Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of the Agreement end date and notify the Grantee in writing if determined ineligible.
4. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under a grant or contract under a grant.
 - b. Any rights or copyright to which a grantee or a contractor purchases ownership with grant support.
5. Publications, Photographs, Audiovisuals & Signs. Publications; printed reports (other than the scientific, technical, or professional publications as identified in 7.c., below), audiovisuals (including videos, slides, and websites except that unless required under special terms of this Agreement, this requirement does not apply to audiovisuals produced as research instruments or for documenting experimentation or findings and which are not intended for presentation to the general public) or similar materials must include the DEP logos (which can be found on the Department's website at <https://floridadep.gov/resilience> or by contacting the Department's Grant Manager for a copy) and the following statement on the cover or the first page:

"This (report/video/website/publication) was funded in part, through a grant agreement from the Florida Department of Environmental Protection, Florida Resilient Coastlines Program, by a grant provided by the Florida Coastal Office. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line shall identify the month and year of the publication.

Exhibit A

Rev. 5/30/2017

EXHIBIT C
PAYMENT REQUEST SUMMARY FORM

DEP Agreement No. R1928

Payment Request No.

Request Date:

Grantee's Grant Manager Name: Jessica Beach

City of St. Augustine

Grantee Name & Mailing
Address for Payment: 75 King Street

St. Augustine, FL 32085

Task No.:

Total Amount(s) Requested:

Performance Period - Date Range:

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	BUDGETED AMOUNT	AMOUNT OF THIS REQUEST	PAYMENTS RECEIVED	REMAINING AMOUNT
Salaries/Wages				\$ -
Fringe Benefits				\$ -
Indirect Cost				\$ -
Contractual (Subcontractors)				\$ -
Fixed Price				\$ -
TOTALS	\$ -	\$ -	\$ -	\$ -

GRANTEE CERTIFICATION

1. The disbursement amount requested is for allowable costs for the project described in Attachment 3 of the Agreement.
2. All costs included in the amount requested have been satisfactorily performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
3. The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

[illegible]

CONTRACTUAL DETAIL

Complete one table per Task containing Contractual Reimbursement Requests

Add rows as needed for each table. Add tables as needed, if more than one task is included in this invoice.

Be sure to attached the original invoices to the Grantee, and proof of payment documents.

Formulas are included in some of the spreadsheet cells, denoted with "\$ -".

Task Number:								
Contractual Services								
Performance Period or Date Completed	Sub-contractor Name	Description of Good/Services Provided	Sub-contractor Invoice Number	Sub-contractor Invoice Date	Amount Paid	Payment Method Used	Proof of Payment Provided	Amount Claimed
Contractual Total							\$	-

SALARY AND FRINGE DETAIL

Complete one table for each task containing Salary, Fringe, and Indirect Cost Reimbursement Requests
 Add rows as needed for each table. Add tables as needed, if more than one task is included in this invoice.
 Be sure to attached a copy of employee's pay stubs as proof of payment.
 Formulas are included in some of the spreadsheet cells, denoted with "\$ -".

Task Number:			
---------------------	--	--	--

Salary										
Position Title	Employee Name	Performance Period or Date Completed	Total Hours Worked	Hourly Wage	Earned Amount	Total Amount Paid	Date Paid	Payment Type Used	Proof of Payment Provided	Amount Claimed
					\$ -					
					\$ -					
					\$ -					
							TOTAL	\$ -	\$ -	\$ -

Fringe										
Position Title	Employee Name	Performance Period or Date Completed	Fringe Rate (% of Salary)	Fringe Amount	Total Amount Paid	Date Paid	Payment Type Used	Proof of Payment Provided	Amount Claimed	
				\$ -						
				\$ -						
				\$ -						
					TOTAL	\$ -	\$ -	\$ -		

Indirect				
Description of Indirect Costs	Performance Period or Dates Utilized	Indirect Rate (% of Salary & Fringe)	Indirect Amount	Amount Claimed
			\$ -	
			TOTAL	\$ -

EXHIBIT F

DEP AGREEMENT NO. R1928

Stormwater Outfall Resiliency Retrofit

City of St. Augustine

Final Project Report



This report funded in part, through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Month & year

Final Project Report

Stormwater Outfall Resiliency Retrofit

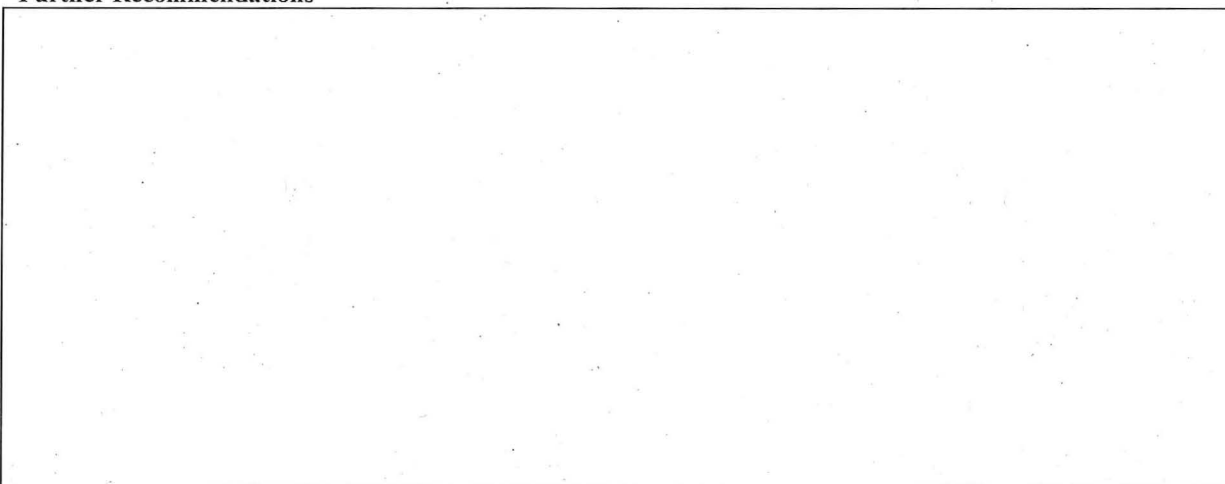
Executive Summary

Methodology

Outcome



Further Recommendations



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**INSTRUCTIONS FOR COMPLETING
ATTACHMENT F
FINAL PROJECT REPORT FORM**

DEP AGREEMENT NO.: This is the number on your grant agreement that starts with R####.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the Title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication.

The Final Project Report must contain the following sections: Executive Summary, Methodology, Outcome and Further Recommendations. The Final Project Report must comply with the publication requirements in the Grant Agreement. Please limit final project report to no more than five pages. One electronic copy shall be submitted to the Department's Grant Manager, for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified on page 1 of this Agreement.

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Florida Department of Environmental Protection
EXHIBIT G
PHOTOGRAPHER RELEASE FORM
FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT No. R1928

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name _____

Address _____

City _____ State _____ Zip _____

Phone Number: (_____) _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or art work(s) being submitted and am 18 years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith ("the Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to, promotion of the Florida Department of Environmental Protection, including, but not limited to, through publications, websites, social media venues and advertisements and distributed to the media and in commercial products. The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns. I have read and understand the terms of this release.

Owner Signature: _____ Date: _____

Photo/Video/Audio/Artwork Recording Filename(s): _____

Location of photo/video/audio recording/artwork: _____

Name of Person Accepting Work Submission: _____

CITY OF ST. AUGUSTINE, FLORIDA

M E M O R A N D U M

TO: John P. Regan
City Manager

DATE: August 15, 2019

RE: Agenda Item
Youth Resource Officers

The St. Augustine Police Department and the St. Johns County School Board would like to enter into an agreement whereas the School Board agrees to share the cost of two police (2) officers. These two officers would serve the School District for the period of time and days that the schools are in regular session at R.B. Hunt Elementary and Ketterlinus Elementary Schools as Youth Resource Officers. The officers will be utilized for security, education, and will enhance the public safety and welfare of the City's residents.

At this time I would like to request that this item be placed on the upcoming City Commission agenda.

Thank you for your consideration in this matter. If additional information is required, please contact me.



Barry E. Fox
Chief of Police

dt

cc: D. Galambos, City Clerk