



**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, JUNE 27, 2022 - 5:00 PM
Alcazar Room**

1. CALL TO ORDER

- ◆ Roll Call
- ◆ Invocation and Pledge of Allegiance

2. ADMINISTRATIVE ITEMS

- ◆ Modification and Approval of REGULAR AGENDA

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

- 3.A.** Proclamation 2022-21: Proclaiming June, 2022, as PRIDE month. *(N. Sikes-Kline, Commissioner)*

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

- ◆ 3 minutes per individual

5. CONSENT AGENDA

6. APPEALS

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

(PRESENTATIONS (MAXIMUM OF 10 MINUTES PER PRESENTATION)). PRESENTATIONS FOR COMMISSION MEETINGS MUST BE PRESENTED TO THE CITY MANAGER FOR APPROVAL NO LATER THAN TEN (10) WORKING DAYS PRIOR TO THE NEXT CITY COMMISSION MEETING. A PRESENTATION SUPPORT SERVICES REQUEST (AVAILABLE ON THE CITY'S WEBSITE) MUST ACCOMPANY ALL PRESENTATIONS.

7.A. General Public Presentations

- 7.A.1.** Wiley Page, Atkins Vice President of Transportation Planning will present an overview for the Anastasia Boulevard Complete Street Study completed by the North Florida Transportation Planning Organization. (*R. Franklin, Director Public Works*)

7.B. Items of Great Public Importance

- 7.B.1.** Discussion regarding amending the City's comprehensive plan and zoning code to create new categories for Mobility Oriented Development. (*J. Regan, City Manager*)

7.C. Other Items Requiring Public Hearing

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

8.A. Ordinances - Second Reading

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

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

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

9.A. Ordinances - First Reading

- 9.A.1.** **Ordinance 2022-18:** Rezones and amends the Planned Unit Development (PUD) at 36 Granada Street. (*A. Skinner, Director Planning and Building*)
- 9.A.2.** **Ordinance 2022-19:** Creates a land use plan amendment at 63 West Avenue. (*A. Skinner, Director Planning and Building*)
- 9.A.3.** **Ordinance 2022-20:** Rezones 63 West Avenue. (*A. Skinner, Director Planning and Building*)
- 9.A.4.** **Ordinance 2022-21:** Creates a land use amendment at 65 West Avenue. (*A. Skinner, Director Planning and Building*)
- 9.A.5.** **Ordinance 2022-22:** Rezones 65 West Avenue. (*A. Skinner, Director Planning and Building*)

9.B. Resolutions

- 9.B.1.** **Resolution 2022-18:** Creates a poet laureate for the City of St. Augustine. (*D. Galambos, City Clerk*)
- 9.B.2.** **Resolution 2022-20:** Requests St. Johns River Water Management District and the Florida Department of Environmental Protection reduce permit application fees. (*R. Franklin, Director Public Works*)
- 9.B.3.** **Resolution 2022-21:** Renews the three-year term agreement for the City to maintain all turf and landscaped areas within the Florida Department of Transportation property in sections of State Road 16, State Road A1A, State Road 5 and State Road 5A. (*R. Franklin, Director Public Works*)

9.B.4. Resolution 2022-22: Authorizes the renewal of the Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation. *(R. Franklin, Director Public Works)*

9.B.5. Resolution 2022-23: Authorizes the City Manager to execute an agreement with the Florida Department of Transportation for the Downtown Circulator Program. *(R. Franklin, Director Public Works)*

10. STAFF REPORTS AND PRESENTATIONS

11. ITEMS BY CITY ATTORNEY

11.A. Revocable License for use of City owned land at 205 Coquina Avenue. *(I. Lopez, City Attorney)*

12. ITEMS BY CITY CLERK

13. ITEMS BY CITY MANAGER

13.A. Estimated cost of demolition of entry sign. *(J. Regan, City Manager)*

14. ITEMS BY MAYOR AND COMMISSIONERS

15. ADJOURN

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

CONSENT AGENDA - JUNE 27, 2022

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON JULY 11, 2022:

- Ordinance 2022-18
- Ordinance 2022-19
- Ordinance 2022-20
- Ordinance 2022-21
- Ordinance 2022-22

CA.3. Reminder of Upcoming Meetings:

- July 11, 2022, 3:00pm, Special Commission Meeting to discuss the 2023 Budget Assumptions
- July 11, 2022, 5:00pm, Regular Commission Meeting
- July 25, 2022, 5:00pm, Regular Commission Meeting

CA.4. Approval of Minutes from Prior Commission Meetings:

- May 23, 2022, Special City Commission Meeting
- May 23, 2022, Regular City Commission Meeting

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

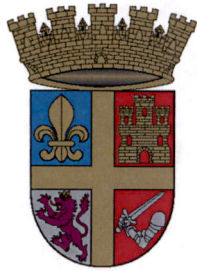
CA.6. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING). NONE.

CA.7. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.

CA.8. May budget report. *(M. Simpson, Director Finance)*

CA.9. Authorization for the City to enter into a cost share agreement with Alpha Omega Miracle Home, Inc. for the construction of sewer utility improvements. *(R. Franklin, Director Public Works)*

End Consent Agenda



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

WHEREAS, 235 years ago, our founding fathers wrote the United States Constitution whose preamble states, "We the people, in Order to form a more perfect union, establish justice, ensure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America;" and

WHEREAS, the United States of America has made significant progress toward a more perfect union, this progress has not come all at once, and our country still strives to establish justice, welfare, liberty, and tranquility for all; and

WHEREAS, on June 26, 2015, the United States Supreme Court held that the fundamental right to marry belongs to same-sex couples in all 50 states, a victory for all who fought for equality and recognition of their unions; and

WHEREAS, lesbian, gay, bi-sexual, transgender, queer/questioning, intersex, and asexual (LGBTQIA) people are valued members of our families, community, and history; and

WHEREAS, we must continue to support the rights of every citizen to experience equality and freedom from discrimination and recognize the continued need for education and awareness to end discrimination and prejudice.

*NOW, THEREFORE, the City Commission of the City of St. Augustine does hereby proclaim June 2022, as **PRIDE MONTH** in the City of St. Augustine, and urges all our citizens to stand as an ally with our friends and neighbors in the face of prejudice wherever it exists, and to embrace the great diversity within our community.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of St. Augustine to be affixed this 13th day of June in the year of our Lord two thousand and twenty-two and the four hundred and fifty-sixth year of the founding of St. Augustine, the Nation's Oldest City.

Tracy Upchurch, Mayor

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: June 15, 2022

RE: Agenda Item for June 27, 2022 City Commission Meeting;
General Presentation for the Anastasia Boulevard Complete Street Study

The North Florida Transportation Planning Organization (NFTPO) completed a complete street study for Anastasia Boulevard. Wiley Page, Atkins VP of Transportation Planning will be presenting an overview of the study including recommendations.

Please let me know if you have any questions or concerns regarding this agenda item.



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

cc: City Attorney & Department Heads

Attachment:
Power Point Presentation- Anastasia Boulevard Complete Street Corridor Study

Anastasia Boulevard

Complete Streets Corridor Study



North Florida Transportation
Planning Organization
60 North Jefferson Street
Jacksonville, FL 32209
(904) 306-7500
www.northfloridatpo.com

STUDY PURPOSE

- This study identifies context sensitive and complete streets so
- To improve the safety and performance of Anastasia Boulevard pedestrians, bicyclists and motorists.
- These improvements are to be consistent with the Florida Department of Transportation's (FDOT) Complete Streets policy

EXISTING CONDITIONS ANALYSIS

- Average Daily Traffic (17,500 to 20,000)
- Crashes
- Context Classifications (C4 and C3C)
- Typical Section
- Transit Service
- Planned Projects
- Previous Studies



COMPLETE STREET ELEMENTS

- Wider Sidewalks
- Protected Bicycle Lanes
- Enhanced Pedestrian Crossings
- Narrower Travel Lanes
- Increased Safety for Bicyclists and Pedestrians

Public Outreach

- Administered an Online Survey in June 2021
- 765 Responses
 - Most respondents (74%) live near Anastasia Boulevard
 - Over half of the respondents (55%) indicated that they use the corridor multiple times a day
 - Over one third of the respondents (37%) walk or bike the corridor at weekly
 - About one fourth of the respondents (27%) Never walk or bike on Ar Boulevard
 - Most respondents (89%) travel by private vehicle most often along the corridor
 - About 10% of the respondents walk or bike along the corridor most often

"The speed limit should be lowered for safety." – Survey Response, Question 10

On-Street Parking received the most #4 rankings.

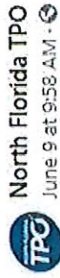
"Encourage bikers, runners, and pedestrians so local commerce can boom." – Survey Response, Question 10

Almost half of the respondents feel there is not sufficient lighting.

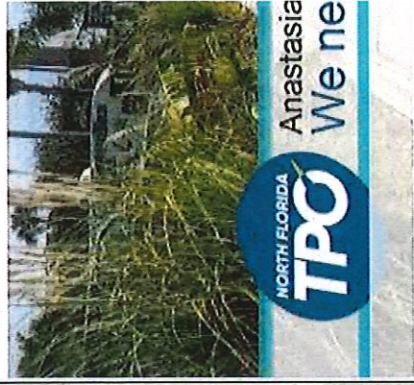
"Slower speeds and more flashing light crosswalks are very important to the safety of residents and visitors." – Survey Response, Question 10

Pedestrian Safety received the most #1 rankings.

"Anastasia Boulevard could be an amazing walking/biking street." – Survey Response, Question 10



Do you take Anastasia Boulevard (potential improvements as we study access. Please take the survey at w 15.

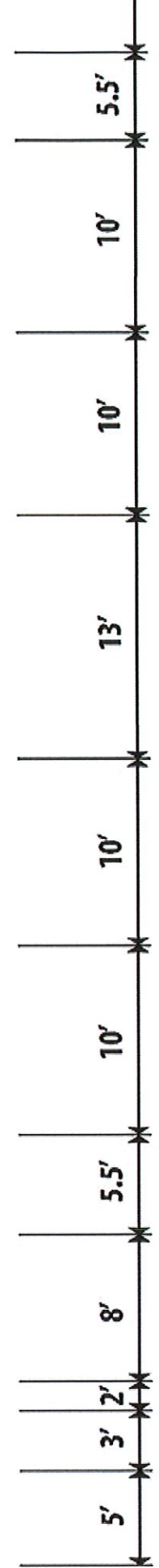
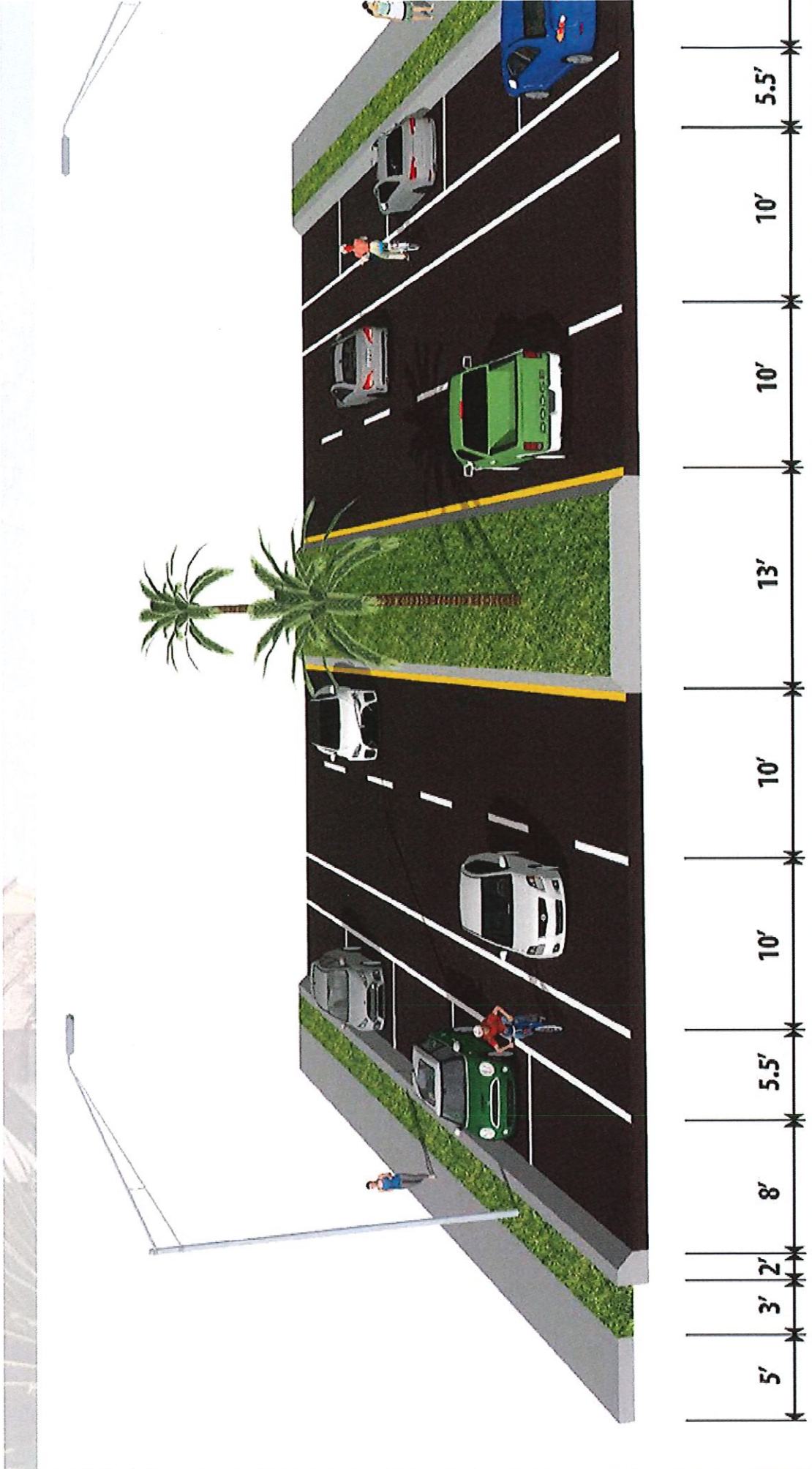


ATKINS

Member of the SNC-Lavalin Group

SCENARIOS

- Scenario 1
 - Narrowing of the travel lanes to 10 feet
 - Create a 5-foot bike lane
 - 8-foot parking lane
- Could be accomplished within the existing right-of-way
- Could be completed as part of a future resurfacing project

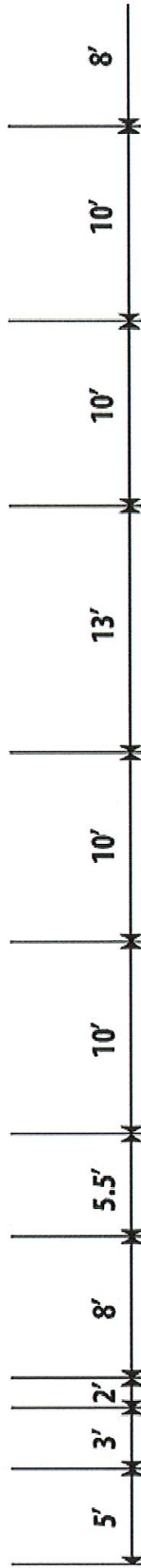
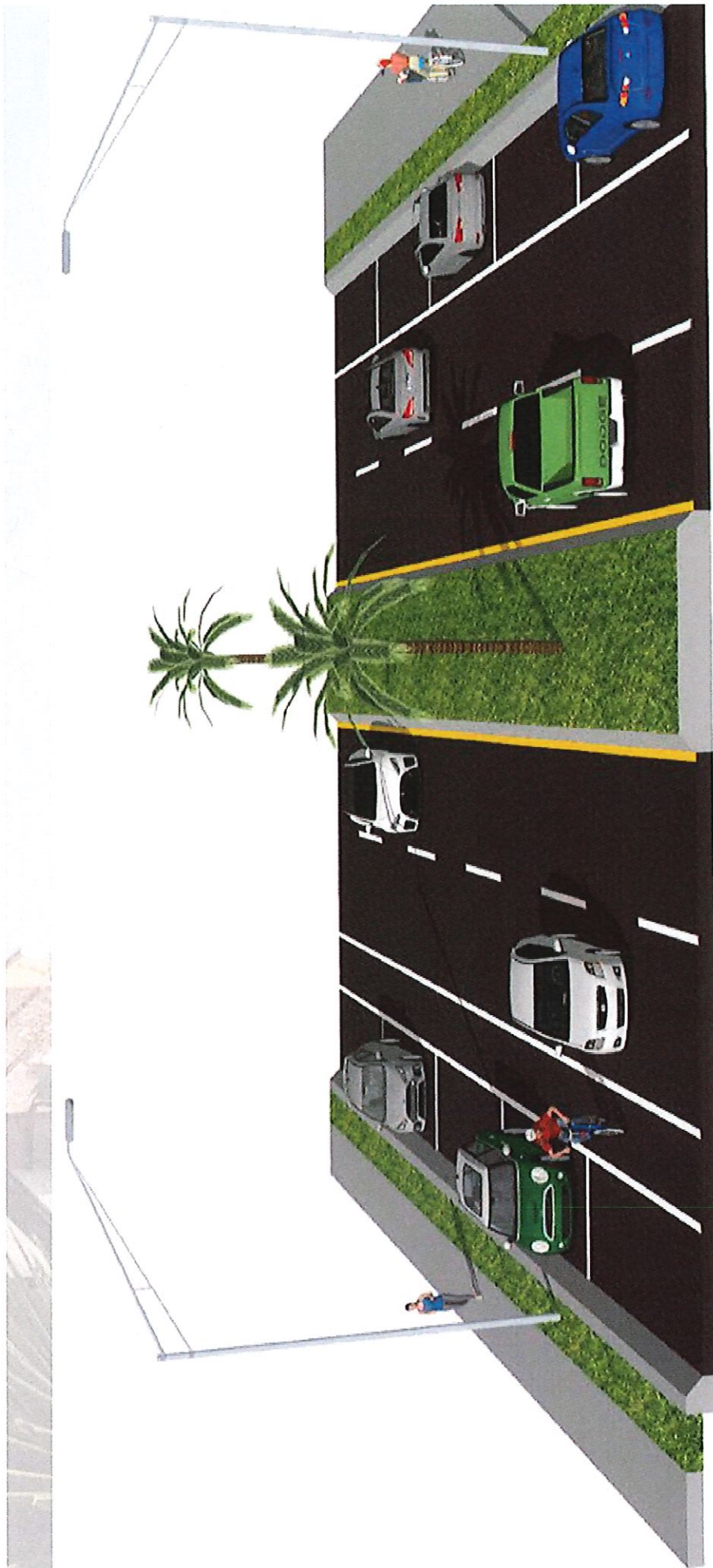


ATKINS

Member of the SNC-Lavalin Group

SCENARIOS

- Scenario 2:
 - Introduces a multi-use path on the northern/eastern side of Anastasia
 - Standard Sidewalk and Bike lane on the southern/western side
 - Travel lanes would be narrowed to 10 feet
 - Would require reconstruction of portions of Anastasia Blvd
 - Long-term project



ATKINS

Member of the SNC-Lavalin Group

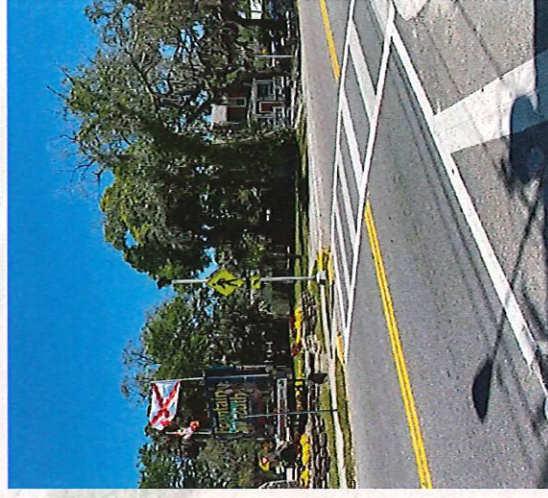
Other Recommendations

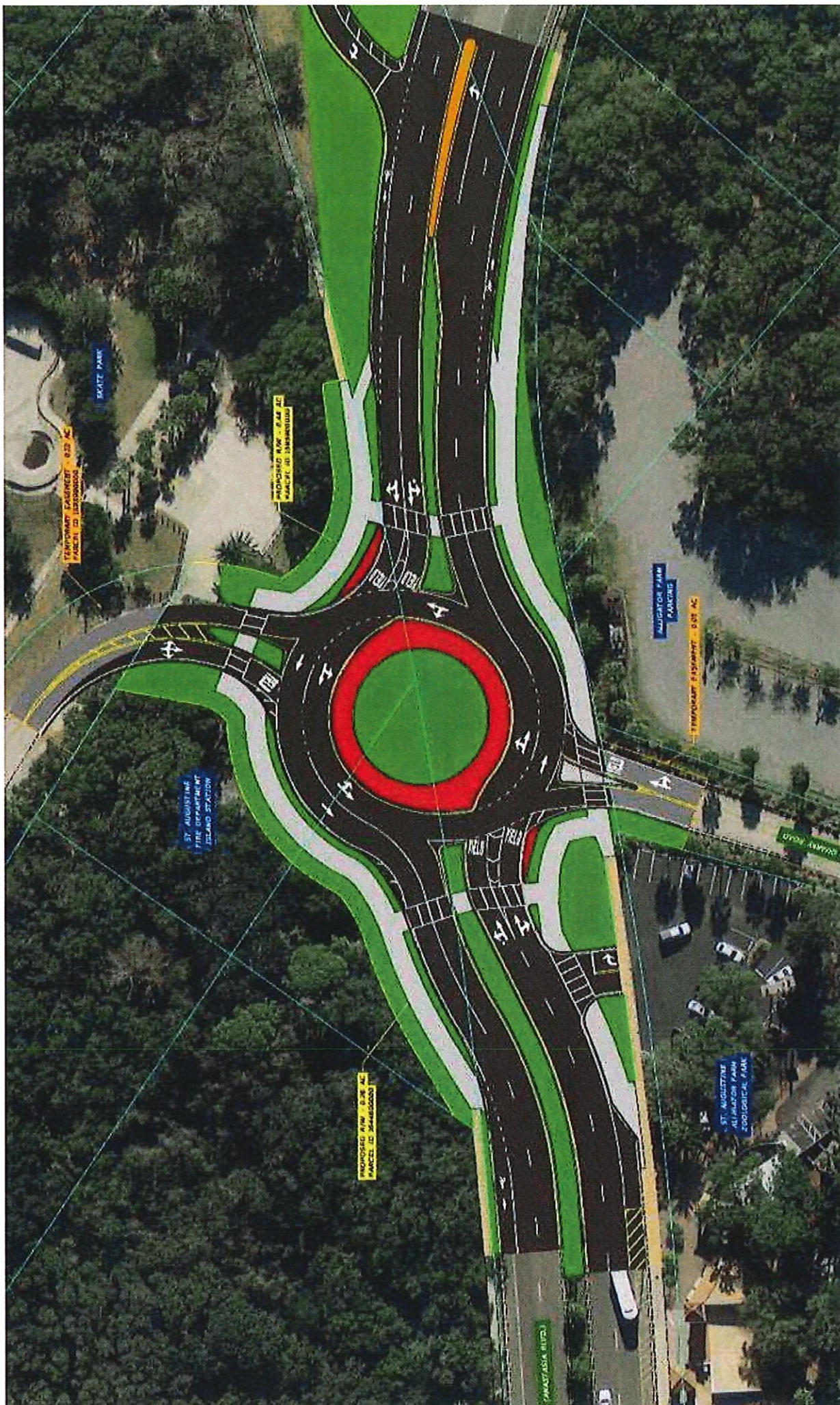
- Mid Block Crossings
 - Zorayda Avenue (scheduled)
 - Comares Avenue
- Speed Limit Reduction
 - 40MPH  30MPH
- Lighting Enhancements
 - Roadway and Pedestrian Level



Other Recommendations

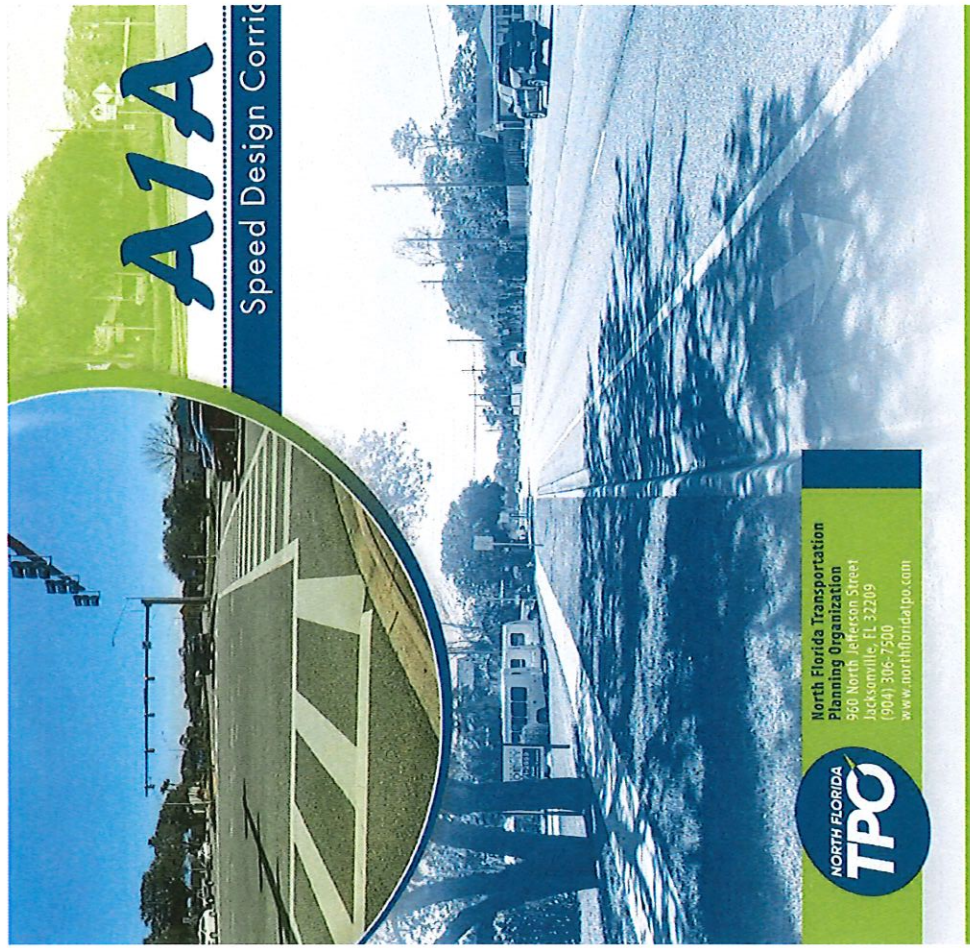
- High Visibility Crosswalks
- Intersection Improvements
 - Comares Avenue
 - Red Cox Drive/Old Quarry Road





A1A South Study

- Concurrent Study on A1A from Red Cox to SR 13
- Identified Improvements to slow traffic & increase Safety
 - Reduce lane widths
 - Introduce median islands
 - Mid-Block Crossings
- Shared Use Path on the east side of A1A
 - Could match up with Scenario 2



Shared-Use Path

ATKINS

Member of the SNC-Lavalin Group



Existing sidewalk on east side of SR A1A. Photo Source: Study Team, January 2021.



Rendering of shared-use path replacing the sidewalk on east side of SR A1A.

Questions

To view the report, please visit the North Florida TPO's website at www.northfloridatpo.com



ATKINS

Member of the SNC-Lavalin Group

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

Date: June 21, 2022

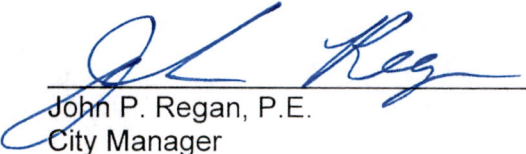
RE: New Categories for Mobility Oriented Development

The City is considering amending both its comprehensive plan and its zoning code to create new categories for Mobility Oriented Development (MOD), a term of art used to describe a type of land use and zoning that promotes the City's objectives related to mobility planning.

These potential changes would apply theoretically to any applicant who qualifies under the criteria we create.

In order to provide the community and the Commission with an overview of the concepts, I will lead a general executive level presentation of these possible legislative policy changes. This presentation is not intended to be the statutory public hearings, which will be scheduled at a later date, but is rather intended to provide a community-oriented introduction and overview of the general concepts of Mobility Oriented Development in our comprehensive plan, zoning code and the nexus to our mobility plan.

For these reasons, we have tabled the reading of Ordinance 2022-14 until this discussion has been held.



John P. Regan, P.E.
City Manager

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: June 16, 2022

RE: **Introduction and First Reading for Ordinance 2022-18 Amending an Existing Planned Unit Development (PUD) at 36 Granada Street and 8 De Soto Place.**

The 36 Granada Planned Unit Development (PUD) is a .75 acre parcel located at 36 Granada Street and 8 De Soto Place. This property at 36 Granada Street is the former Corazon Theater and was rezoned to a PUD on November 8, 2021.

On Tuesday, June 7, 2022, the Planning and Zoning Board (PZB) reviewed an amended PUD and recommended the proposed changes to the City Commission with the stipulation that the Historic Preservation Officer for the City review the proposed elevations to determine if the proposed changes require additional review by the Historic Architectural Review Board (HARB). The previous elevations were approved by HARB as part of the HARB's review oversight for the partial demolition of the existing building. The Historic Preservation Officer is in the process of evaluating the proposed plans. If it is determined that the changes are significant the application will be reviewed by HARB.

The applicant articulated that the proposed changes consider the increased nuisance flooding on Granada Street and De Soto Place raising the finished floor to 30 inches and reorienting the entrance to the north. This would remove the entrance on Granada Street, adding vehicular access and the entrance on the north side of the property.

The proposed changes also create a knee wall along Granada Street and De Soto Place to offer more protection and resiliency from the frequent flooding for the renovated building. The proposed uses are similar including a restaurant and bakery.

The proposed landscaping plan has been changed to remove the palm trees from the right of way, and shifting the landscaping around on-site to accommodate the new entrance. This is indicated on the revised site plan.

The proposed elevation changes have changed the awning configuration. Awnings are still proposed. This will require an amendment to the license agreement prior to the 2nd reading.

Please find attached Ordinance 2022-18, legal description, and proposed PUD language and exhibits. Also find attached the packet material that was presented to the Planning and Zoning Board (PZB).

I respectfully request that this item be placed on the June 27, 2022, City Commission Agenda for Introduction and First Reading.

Thank you for your attention to this matter. If you have any questions, please call me at (904) 209-4320 or email at askinner@citystaug.com.

A handwritten signature in blue ink, appearing to read "Amy McClure Skinner".

Amy McClure Skinner, AICP
Director
Planning and Building Department

ORDINANCE NO. 2022-18

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE ZONING FOR APPROXIMATELY .75 ACRES OF PROPERTY LOCATED AT 36 GRANADA STREET (PID# 203240-0000) AND 8 DE SOTO PLACE (PID# 203230-0000), AS MORE PARTICULARLY DESCRIBED HEREINAFTER, TO AMEND ITS CURRENT PLANNED UNIT DEVELOPMENT (PUD) CLASSIFICATION ADOPTING A NEW PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Augustine, Florida finds that all legal requirements have been met, a public hearing has been held and the Planning and Zoning Board has recommended that parcels of property containing approximately .75 acres located at 36 Granada Street (PID# 203240-0000) and 8 De Soto Place (PID# 203230-0000), in the City of St. Augustine, being more fully described herein, should amend the zoning classifications;

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

Section 1. The following described property, containing approximately .75 acres located at 36 Granada Street (PID# 203240-0000) and 8 De Soto Place (PID# 203230-0000), in the City of St. Augustine, is hereby amended from the existing Planned Unit Development (PUD) classification to a new as amended Planned Unit Development (PUD), as more fully described in the attached legal description, Exhibit "A".

Section 2. The City Planning and Building Director is hereby authorized and directed to amend the zoning map for the City of St. Augustine, Florida to reflect the zoning classification assigned to the above-described lands.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

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

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

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

36 Granada Planned Unit Development

City of St. Augustine, Florida

NOVEMBER 8 , 2021

REVISED APRIL 2022

Team Roster

Owners/Applicants:

36 Granada, LLC
77 Almeria St.
St. Augustine, FL 32084

Architect:

Cronk Duch Architects
124 Diego Island Ct.
St. Augustine, FL 32095
(904) 626-3452

Legal/Authorized Agent for Owners:

Gary B Davenport, P.A.
212 S Shadowwood Dr.
St. Augustine, Florida 32086
(904) 669-3186

Exhibit List:

Exhibit "A" – Legal Description of the Property
Exhibit "B" – Site Plan and Landscape Plan

36 GRANADA PLANNED UNIT DEVELOPMENT MODIFICATION TEXT

A. Purpose and Intent.

The reason for this Modification is to attenuate, as much as possible, the excessive flooding that occurs in St. Augustine, and in particular, along Granada Street. To accomplish this, the existing building will be renovated and the interior floor raised approx. 30". The renovation will be extensive, and will result in a much more resilient building able to withstand the high tide rain events and flooding that would otherwise close the operation of said building, and cause continued construction along Granada and interruptions to the surrounding neighborhoods. The uses and parking requirements will not change.

Pursuant to Section 28-286 of the City of St. Augustine Code (the "**Code**"), the purpose of a planned unit development ("**PUD**") zoning district is to provide an option and process for the provision of unique, individually planned developments that are consistent with the City's Comprehensive Plan and the categories outlined in the Comprehensive Plan, but may allow for more creative, flexible and innovative designs for projects than the regular zoning districts allow. The intent of a PUD is to permit this flexibility from the strict application of traditional zoning district regulations by identifying each waiver, variance or exception to such regulation and providing an alternative development condition for that specific PUD.

This 36 Granada PUD text includes site-specific regulations to address the development of the Property. The PUD, including all exhibits hereto, complies with all applicable provisions of City Code Chapter 28.

B. Site Information.

1. Location

The property subject to this PUD ordinance is located at 36 Granada St. The property has St. Johns County Parcel Identification No. 203240-0000 Parcel 1 and 203230-0000 Parcel 2 (together the "**Property**"). A legal description of the Property is attached as **Exhibit "A"**. The Property includes approximately .75 acres: .34 acres for Parcel 1 and .41 acres for Parcel 2, owned by 36 Granada, LLC ("**36 Granada LLC**").

2. Owners and Agent

The owner of the Property is 36 Granada, LLC ("**Owner**"). The agent for the Owner is Gary B. Davenport, P.A. (the "**Agent**"). Addresses for the Owner and Agent are in the Team Roster on page 2.

3. History, Existing Approvals

The Future Land Use Map ("**FLUM**") designation of the Property is Commercial Low Intensity for Parcel 1 and Residential Medium for Parcel 2. The Property is zoned PUD. The existing building has been in place in some form since at least 1880 and has had many uses

including a theater, restaurant, bar and feed store. The remaining land is currently intended for parking, and is entitled to be improved with up to 5 townhomes.

4. Summary of Proposed Modification

The Owners are proposing to modify the current PUD for resiliency and flood protection. The interior floor has been raised approx. 30". Openings on the De Soto side of the building have been eliminated. All openings on the Granada side of the building have been closed, and the new entrances to the building will be accessed on the north side from an elevated deck. The Granada St. elevations have been modified to maintain the feel and patterns of other City buildings, and to create building resiliency. Three awnings have been added to the Granada side of the building. The three awnings previously planned for the De Soto side have been eliminated. Because the sidewalk along Granada is so narrow, the palm tree planters previously planned have been eliminated to make walking easier. Upon Modification, the Property will include approx. 7,400 square feet of retail/commercial space including all uses allowed within CL1 zoning category in addition to allowing all alcoholic beverages to be served on-site, limited to a SRX liquor license. A standalone bar shall not be permitted. Liquor sales for onsite consumption shall only be permitted in conjunction with a restaurant. Permitted uses including available seating in restaurants will be limited by the available parking onsite in compliance with the City parking Code. Amplified music shall not be permitted. Individual restaurant owners shall be responsible to organizing rideshare programs for their employees to reduce the impact of employee parking on the adjacent neighborhoods. Management of the business or businesses within the PUD shall provide employee incentives to encourage non-vehicular commuting by employees to the site, or rideshare options for the employees. This plan for alternative methods of commuting to the site shall be memorialized by each business within the PUD. This plan must be provided to the City upon request for purposes of code enforcement. A bike rack will also be provided for securing employee and patrons' bicycles. Large group rentals of restaurants, such as weddings, shall not be permitted. Tattoo shops shall not be permitted. The balance of the site will be limited to parking.

The net change in requesting this Modification will be a much more resilient and flood protected structure, while still maintaining the architectural integrity of the building. The uses allowed, and the parking requirements will not change.

A master development plan depicting the locations of the proposed land uses is attached as **Exhibit "B"** (the "**Master Development Plan**"). City staff shall be permitted to approve minor deviations from the Master Development Plan.

The Property includes approximately .75 acres of uplands. There are no wetlands on the Property.

C Proposed Development (Code Section 28-289 provisions in BOLD).

Consistency with every relevant goal, policy and objective of the Comprehensive Plan, including but not limited to density and intensity limitations of the Future Land Use Map category for the property.

As set forth in Section B.3 above, the Property has a FLUM designation of Commercial Low Intensity.

City Comprehensive Plan Future Land Use Element ("FLUE") states that Commercial Low Intensity (CLI) is intended to apply to those areas where small groups of low intensity commercial uses may be appropriately located to serve within convenient traveling distance from one (1) or several neighborhoods. The district is intended for low traffic generating commercial uses including general retail sales, and service-related uses intended to serve local neighborhoods. In addition, professional and business offices, compatible tourist accommodations and similar uses are encouraged. Appropriate uses may include recreation, public and institutional uses, Open Land (Conservation), multi-family, and residential or non-residential mixed uses.

Future Land Use Element Objective 4 encourages the use of innovative and sustainable land development practices that maximize the use of existing services and facilities, such as planned unit developments. The 36 Granada project is a single use redevelopment PUD and will connect to existing utilities and other infrastructure, which have capacity to serve the Property. The Property is located on the corner of Granada Street and Desoto Place which are public roads. The project will provide ample parking.

The Transportation Element Goal emphasizes the maintenance of a coordinated multimodal transportation system which provides for the safe, efficient and economical movement of people, goods and services and protects the City's natural, cultural and historical resources. The project is located in downtown St. Augustine, within walking distance of most destinations. Many customers will either be staying in local hotels or living or working in the local area. Many of these visitors will either walk or bike to the Property. Ample parking will also be available at the Property.

Transportation Element Objective 1.5 requires the City to identify and pursue strategies to reduce the vehicle miles traveled by establishing locations for compact, mixed-use development, increasing opportunities for job creation proximate to higher density residential, facilitating future opportunities for transit-oriented development and encouraging new developments to be connected by roadways, bikeways and pedestrian systems that encourage travel between neighborhoods and access to transit without requiring use of the major thoroughfare system. The 36 Granada PUD meets most of these objectives by providing redevelopment of an existing building, central to downtown and creating jobs within the area where people live and work. The Property is connected to downtown St. Augustine and Lincolnville by roadways, bikeways and pedestrian systems. The Property is already on trolley and other transit routes.

Recreation and Open Space Element Policy 4.1 requires certain residential developments to provide parks and recreational facilities, based on the number of proposed units. For

development of 100 or more units, this parkland or open space must provide at least one (1) active recreational facility and one (1) passive recreational facility per 100 units. The 36 Granada PUD does not include residential development.

The Conservation and Coastal Management Element Goal is to protect and conserve natural areas, environmentally sensitive areas, natural vegetative communities, wildlife habitats, marine resources, federal and state listed species, and other renewable and non-renewable natural resources. The Property does not contain any environmentally sensitive lands, vegetative communities or wildlife habitats.

Conservation and Coastal Management Policy 2.1.1 requires the City to maintain three (3) Conservation Overlay Zones (“COZs”). Conservation Overlay Zone 1 allows passive recreation, wildlife preservation and conservation areas, green space, and fishing piers, boat docks, and other water dependent uses, including boat ramps and marinas. Conservation Overlay Zone 2 allows for all of the uses within Zone 1, as well as specialized, scenic or linear parks and boardwalks, off-street parking areas; and residential development, provided that they are (1) located so as to minimize impacts to Conservation Overlay Zone 1 vistas and scenic areas, and (2) densities are limited to those defined by the underlying Future Land Use Category. Conservation Overlay Zone 3 allows a variety of land uses and development subject to performance standard requirements governed by the City’s Comprehensive Plan, including the underlying Future Land Use Category, and the City’s land development regulations. The 36 Granada project is not subject to the Conservation Overlay zones.

The Infrastructure Element requires the provision of sanitary sewer, potable water and solid waste services to support intended development. The 36 Granada project is already connected to the City’s existing sanitary sewer and potable water systems, and any modification to such connections will be at the expense of the Owners (in compliance with Capital Improvement Objectives 4 and 5), and the Owner will make improvements to the extent required solely for the project. The project will use water-wise Florida native landscaping and materials, minimizing irrigation and fertilizer. Native landscape species shall be verified by City staff. The project will also utilize City solid waste services. The Stormwater Management Sub-Element requires developments to provide their own stormwater management systems. As an existing facility the project is exempt from this provision.

Capital Improvement Element Objective 6 and Public School Facilities Element Goal 2 require the City to ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standards for public schools. This is not applicable to this project as there is no residential element.

For properties currently in the HP-1, HP-2, HP-3, HP-4 and HP-5 districts requesting rezoning to PUD, identification of the specific proposed benefits or enhancements to the property that promote the goals of these historic districts.

Not applicable.

The need and justification for a rezoning to PUD or PUD amendment, including identification of each proposed development condition that would otherwise not be

allowed under the existing zoning, including, but not limited to, maximum lot coverage, signage, setbacks, allowable zoning uses and uses by exception.

The Owners desire to modify the PUD in order to provide a more resilient and flood protected building in light of the significant redevelopment the building will undergo.

The following development standards shall apply to the Property:

Allowable uses: Allowable uses within the Property shall be approximately 7,400 square feet of any of the uses permitted in CL1, with the addition of all alcohol sales (limited to service and consumption on premises in conjunction with a restaurant and a SRX liquor license). A standalone bar, tattoo shop and amplified music are not permitted. The locations of the proposed uses are depicted on the Master Development Plan,

Exhibit "B". Parking shall comply with City Parking Code provisions.

a. Setbacks: The minimum building setbacks are as follows:

1. A minimum of zero (0) feet from each property line along Granada St. and Desoto Place.(existing setback)

2. The north side and rear (west) setbacks shall be ten (10) feet from the building to the adjacent property line. The parking in the rear of the building shall not require a setback or landscaping buffer as it is adjacent to the main parking.

b. Maximum building height: Buildings shall not exceed 35 feet in height.

c. Minimum lot size: None.

d. Minimum lot width: None.

e. Maximum lot coverage: 75 percent for the Parcel 1 Property.(existing)

f. Parking: Parking will be provided onsite and will meet the requirements of the City's 2020 Land Development Regulations

Parking among the various uses within the PUD will be shared. Parking is shown on the attached conceptual site plan. Primary access to parking shall be off Granada. The area labeled patio on the north side of the building may be converted to parking if required for final restaurant seating.

Parking will be provided in the existing surface lots on the Property. Uses in the project include coffee shop, bakery and restaurants. Those uses have parking requirements that vary depending on time of day and day of the week.

Signage: Project signage will be categorized as Commercial Zone 1, the requirements for which are set forth in Section 3-66(c) of the Code. Notwithstanding, the Owner shall paint the historic sign shown on the attached elevations on one side of the building, which shall not be counted against the maximum number or square feet of signage permitted under the Code, because it is for historical and decorative purposes and does not advertise any business located in the building. The size, location and scope of this historic sign is shown on the attached elevations. Historic sign approximate dimensions are 11' wide and 6'6" high.

- g. Roads: No internal roads are being provided in the PUD.
- h. Sidewalks: No internal sidewalks are being provided in the PUD.
- i. Stormwater: Parcel 1 of the project is exempt from stormwater requirements as an existing facility with no additional impervious surfaces proposed. Parcel 2 will comply with City Code regarding stormwater requirements.
- j. Lighting. Project lighting shall comply with applicable Code provisions.
- n. Accessory Uses. Project accessory uses shall comply with applicable Code provisions.
- o. Temporary Uses. Project temporary uses shall comply with applicable Code provisions. Temporary offices and construction trailers shall be allowed on the Property during construction of any building and may be moved throughout the site if necessary but shall be removed within 30 days of issuance of a final Certificate of Occupancy by the City for the final building within the Property. Parking may be provided for the temporary offices and trailers in a temporary defined, but unpaved, area which meets applicable Code provisions.
- p. Utilities: Project will utilize existing utility connections to the extent permitted.
- q. Landscaping: A landscape plan is attached as a part of **Exhibit "B"**.
- r. Tree Mitigation: Project tree removal and replacement will comply with applicable provisions of Code Chapter 25, Article III.
- s. Conservation Overlay Zone Development: None of the Property is within the Conservation Overlay Zone.

D Compliance with the purpose and intent and criteria in Code Section 28-286.

The 36 Granada PUD complies with Code Section 28-286 by:

Promoting more efficient and economic use of land by offering redevelopment of an infill site with an existing building that is progressively deteriorating.

- k. Encouraging a more compatible and harmonious development of contiguous lands by creating uses that will enhance the sense of community/
- l. Providing flexibility to meet changing needs, technologies, economics and consumer preferences in the Master Development Plan and this text;
- m. Providing a process to assess a development's impact on the proposed site, the surrounding neighborhoods or areas, and the city as a whole;
- n. Demonstrating the coordinating of architectural styles, building forms, and building relationships within a planned development, as well as, the planned development's relationship with the existing and preferred architectural context surrounding the project;
- o. Providing an environment of consistent character compatible with the surrounding areas; and
- p. Permitting specific limitations and requirements in excess of those included in other zoning districts, based on the unique characteristics of the individual site, where necessary to the public health, safety or welfare, or for the protection or preservation of lands, neighborhoods or areas of the city deemed unique or historic based on the proposed location of the planned development.

E. Compliance with Code Section 28-288 and justification for any zoning uses.

As stated in Section C.4 hereof, the allowable uses within the Property shall be **approximately** 7,400 square feet of retail/commercial space including all uses allowed within CL1 zoning category in addition to allowing all alcoholic beverages to be served on-site and a current maximum 204 seats (250 seat limit with appropriate additional parking, see section 7.g) for all restaurants on the Property (combined). A master development plan depicting the locations of the proposed land uses is attached as **Exhibit "B", Master Development Plan**. The proposed uses are permitted in the FLUM designation for the Property.

Development standards for the Property are set forth in Section C.3 hereof. These standards will mitigate for any negative impacts of the development on surrounding lands.

Benefits to the community from the 36 Granada project include:

- a. Improvements to the streetscape of Granada St. and Desoto St. See **Exhibit "B"** for a proposed plan for the improvement, and a more attractive elevation on the north side of the building.
- b. Providing a redevelopment infill project of a deteriorating facility,
- c. Planting of Florida native landscaping and materials that minimize irrigation and fertilizer,

- d. Implementation of incentive based ride share program for employees to minimize auto traffic through adjoining neighborhoods,
- e. Use of pervious pavers for new parking areas,
- f. Eliminating one existing curb cut for better neighborhood walkability and installation of bicycle racks to encourage non car transportation,
- g. Utilizing existing infrastructure, at no cost to the City.
- h. Increasing the number of jobs available to City residents, thus allowing them to work locally, even within walking and biking distance from their homes.

The phasing of the PUD or PUD amendment, including all sub-phases; each phase addressing the types of approval required or obtained (i.e.: entry corridor, HARB, building plan, landscaping, etc.) and the proposed commencement and completion of such development according to the plans approved by such ordinance or other related permit.

The 36 Granada project will be developed in one (1), three-year phase. Construction shall commence within one (1) year of the City Commission's adoption of this PUD **Modification** ordinance and shall be completed within two (2) years of commencement. For purposes of this PUD, "commencement" shall be defined as the City's approval of building permits, and "completion" shall be defined as the City's approval of a certificate of occupancy.

Identification of the legally responsible entity or entities for continuing operations and maintenance to such areas, functions and facilities as are not to be provided, operated or maintained by the city pursuant to written agreement.

The Owners will record one or more access and utility easement and maintenance agreements against title to their respective lands to ensure for the continuing operation and maintenance of project infrastructure.

A termination date after which the PZB shall be required to evaluate whether all or part of the PUD has been abandoned by failure to timely commence and complete development of all or part of the phases of the PUD as identified pursuant to subsection (6) or other circumstances have contributed to the development delay, if so, one (1) year extension(s) may be granted by the PZB at an advertised public hearing, after two (2) such extensions if no activity has been initiated the city commission shall deem the PUD abandoned which shall act as a reversion of the zoning to its pre-PUD zoning district for the areas not in compliance with the phasing schedule.

If not timely commenced and completed pursuant to Section 11 above, this PUD shall terminate 3 years from its adoption by the City Commission unless otherwise extended or amended pursuant to the Code or Florida law.

5. If a reversion to pre-PUD zoning district pursuant to subsection (8) would otherwise be inconsistent with the Comprehensive Plan in effect at the time of the reversion, said reversion shall not become effective unless a Comprehensive Plan amendment is duly adopted.

The proposed PUD is consistent with the underlying future land use designation of the Property.

6. An infrastructure impact analysis or equivalent impact analysis to clearly outline the project's potential impact on transportation networks, circulation patterns, and infrastructure of the city.

The proposed PUD will not significantly impact public facilities. By redevelopment of an existing building the proposed uses will maintain existing connections to city infrastructure and will not affect circulation patterns or transportation networks. Therefore an impact analysis is not required for this project.

7. A signed statement voluntarily acknowledging and binding the applicant(s), property owner(s), and each of their successors in title, to every commitment made in their application and at hearing relating to the rights, terms, conditions and limitations of the PUD text narrative and final site development plan, including but not limited to the phasing, termination and reversion clauses.

See Section E hereof.

C. Performance Standards (Code Section 28-291).

The Performance Standards of Code Section 28-291 only apply to residential and mixed use developments. The 36 Granada PUD does not include residential development.

D. Performance Standards (Code Section 28-292).

Standards and criteria for redevelopment and infill PUD developments

1. General development patterns. The proposed PUD will maintain the existing building while enhancing the streetscape and architectural appeal of the building. In doing so it shall respect the existing development patterns and provide for compatibility within the existing area. The architectural and landscape enhancements will contribute significantly to the area and increase the value of the surrounding area.

2. Contributions to existing community. The proposed PUD will demonstrate consideration for the existing neighborhoods and street patterns by not changing or impacting either. The building shall remain substantially as it has for over 100 years, but with aesthetic and architectural improvements. Parking, via a driveway off of Granada St. will be provided in the rear of the building (in an area already used for parking) to limit impact on pedestrian access and remain consistent with other commercial uses along Granada St. The PUD will be consistent with the character and history of this area. The uses proposed will be designed to create a unique sense of place with appropriate design, massing, screening and architectural techniques as demonstrated on the attached renderings.

3. Redevelopment and infill projects. The existing building, while old, is structurally sound and does not warrant demolition. Significant exterior improvements will be made, primarily

for aesthetic purposes. Further, significant interior improvements will be made to maximize use and aesthetic value and to bring the existing facility up to current code and health standards. Detailed drawings of the existing and new streetscape are attached. By placing the parking in the rear off of Granada St., impacts to the pedestrian nature of Granada St. will be minimized. The site is already cleared and tree removal is not required.

E. Ownership Agreement.

The Owners, on behalf of themselves and their successors and assigns, hereby agree and stipulate to proceed with the proposed development in accordance with the PUD ordinance for this application as adopted by the City of St. Augustine City Commission. The Owners also agree to comply with all conditions and safeguards established by the St. Augustine City Commission with respect to this Planned Unit Development application.

36 Granada LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

Exhibit "A"

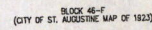
Legal Description of the Property

EXHIBIT B

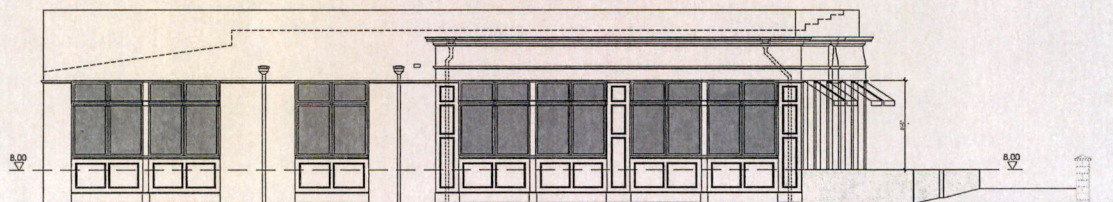
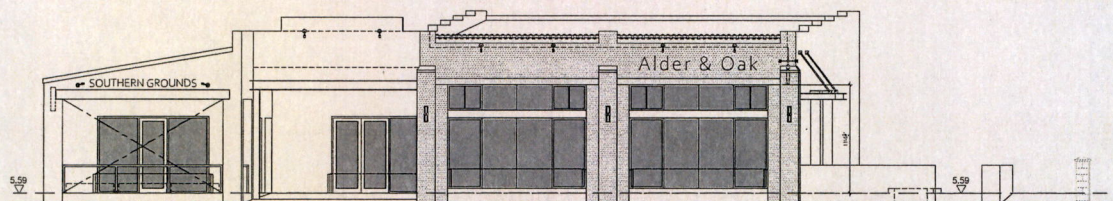
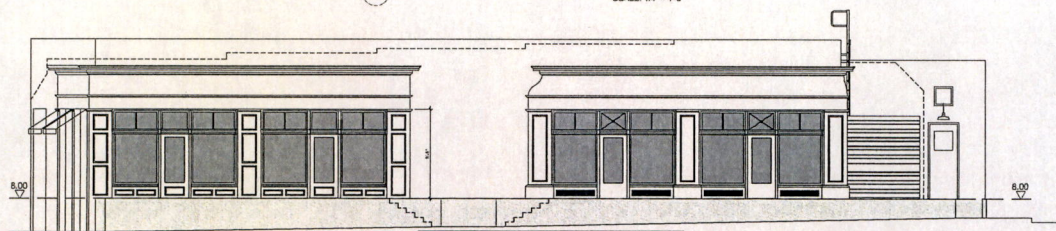
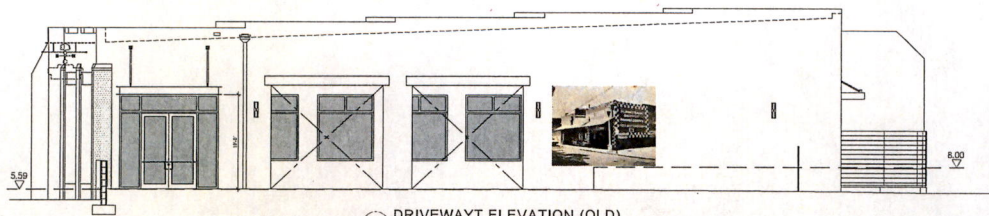
Site Plan

CRONK DUCH
ARCHITECTURE

1000 Oak Ridge - San Antonio, TX 78248 | Tel: 210.491.4444 | Fax: 210.491.4445



AS1.1



CRONK DUCH
ARCHITECTURE

W 2nd Marine Boulevard, Suite 101 Jacksonville, Florida 32207
 Callers: 804 852-0049 Fax: 804 852-0056

[illegible]

ARCHITECT'S SEAL

Q400 (WFO) FILE NO.

SCALE

DATE: 11/11/69

LEGAL DESCRIPTION

11

PROJECT PHASES
SCHEMATIC DESIGN

PROJECT NUMBER

FRENCH PANTRY

LITTLE MISS HA
ST. AUGUSTINE

NEW CONSTRUCTION

36 GRANADA ST.
ST. AUGUSTINE
FL. 32080-1001

FLORIDA 32084

ELEVATIONS

A2.1

A2.1

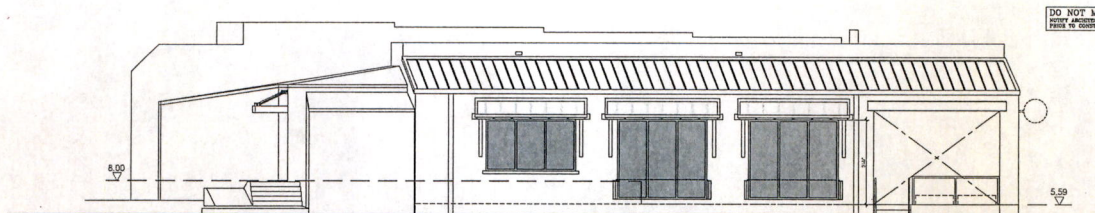
44 of 380

1150

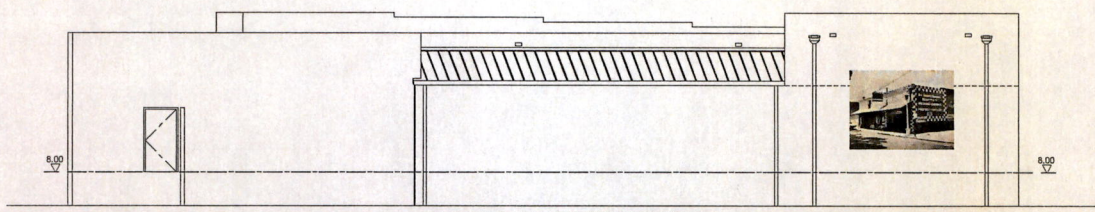
50% Issue - Design Development - Phase 1 - 04.04.2022

A2.1

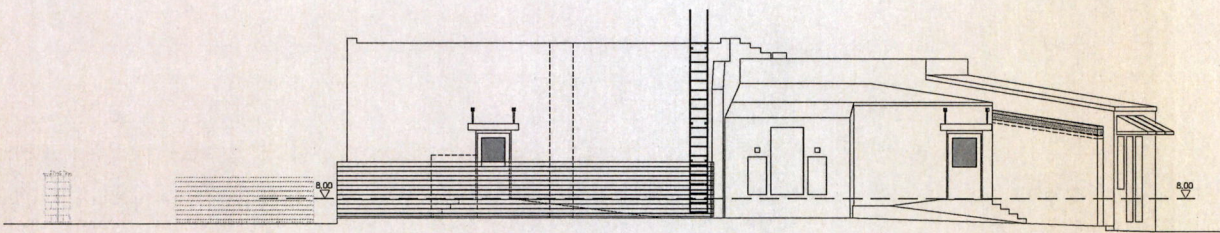
CONSTRUCTION OF THIS DRAWING IS THE PROPERTY OF CRONK DUCH ARCHITECTURE. ALL RIGHTS RESERVED. NO PART OF THIS DRAWING MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM CRONK DUCH ARCHITECTURE. THE CLIENT'S RESPONSIBILITY IS TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ARCHITECT'S RESPONSIBILITY IS TO PROVIDE THE DESIGN AND CONSTRUCTION DOCUMENTS. THE CLIENT'S RESPONSIBILITY IS TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE ARCHITECT'S RESPONSIBILITY IS TO PROVIDE THE DESIGN AND CONSTRUCTION DOCUMENTS.



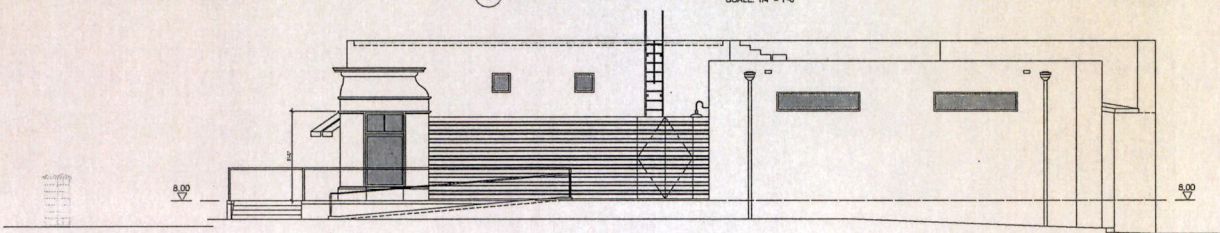
1 DE SOTO PLACE ELEVATION (OLD)
SCALE: 1/4" = 1'-0"



2 DE SOTO PLACE ELEVATION (NEW)
SCALE: 1/4" = 1'-0"



3 PARKING ELEVATION (OLD)
SCALE: 1/4" = 1'-0"



4 PARKING ELEVATION (NEW)
SCALE: 1/4" = 1'-0"

50% Issue - Design Development - Phase 1 - 04.04.2022

DO NOT MEASURE DRAWINGS
VERIFY DIMENSIONS OF ANY AND ALL CONSTRUCTION
BEFORE CONSTRUCTION. SEE GENERAL NOTES

CRONK DUCH
ARCHITECTURE
1111 N. W. 11th Ave., Suite 100
Fort Lauderdale, FL 33304
Phone: 754.333.1111
Fax: 754.333.1112

NO.	DESCRIPTION	DATE
1	DE SOTO PLACE ELEVATION (OLD)	
2	DE SOTO PLACE ELEVATION (NEW)	
3	PARKING ELEVATION (OLD)	
4	PARKING ELEVATION (NEW)	

PROJECT NAME	FRENCH PANTRY
PROJECT ADDRESS	LITTLE MISS HA
PROJECT CITY	ST. AUGUSTINE
PROJECT STATE	FLORIDA
PROJECT ZIP	32084
PROJECT PHONE	
PROJECT FAX	
PROJECT EMAIL	
PROJECT WEBSITE	
PROJECT NUMBER	

FRENCH PANTRY
LITTLE MISS HA
ST. AUGUSTINE
NEW CONSTRUCTION
14 GRANADA ST
ST. AUGUSTINE
FLORIDA 32084
ELEVATIONS
A2.2

DATE: 9.7.21

Revisions			
No.	Date	Notes	
1			

SHEET NUMBER

L-1

JOB # 21007 DRAWN BY: LBR
THIS DRAWING IS THE PROPERTY OF LANCASTER DESIGN INC.
UNLESS OTHERWISE PROVIDED FOR BY CONTRACT. THE
CONTENTS OF THIS DRAWING ARE CONFIDENTIAL AND SHOULD
NOT BE TRANSMITTED TO ANY OTHER PARTY EXCEPT AS
AGREED TO BY LANCASTER DESIGN INC.
(C) - Lancaster 2021

LANDWISE DESIGN

QTY	COMMON NAME	BOTANICAL NAME	SIZE	NOTE
PALMS				
CANOPY AND UNDERSTORY				
23	DAVAL PALM	Sabal palmetto	10' cl. Shady trunks, red berries	FL #1 (Shady, 500)
TREES				
4	GRAPE ELM	Ulmus parvifolia	100 gal. 7'-4" cl., 18"-24" in. fl. sept	FL #1
6	CHANE MYRTLE	Leptospermum div. 'Mystique'	100 gal. STANDARD, 18"-24" cl. fl. sept	FL #1
SHRUBS				
90	PODOCARPUS	Podocarpus neriifolia	16 gal. 9" fl. n. 34"x24" gal to pot	FL #1
171	LYGISTRUM	Lygistrum japonicum	24 gal., 38"-50" n. n. 24"-32" w. w.	FL #1
171	MEXICAN COCONUT	Zebria murex	6 gal. 30"x30"	FL #1
474	LYROPSIS SUPER BLUE	Liriodendron super blue	1 gal. 10"	FL #1
171	MUNLEY GRASS	Microstachys erigata	3 gal. 16"	FL #1

Landscape deletions



Digitally signed
by Ladd Roberts,
RLA LWD
Date: 2021.09.07
15:23:43 -04'00'

BEFORE THE
PLANNING AND ZONING BOARD FOR THE
CITY OF ST. AUGUSTINE, FLORIDA

TYPE OF REQUEST:

- | | |
|--|--|
| ☐ Appeal | ☐ Preliminary Subdivision Plat Approval |
| ☐ Conservation Overlay Zone Development | ☒ PUD Modification/Amendment |
| ☐ Use by Exception | ☒ Rezoning |
| ☐ Final Development Plan | ☐ Variance |
| ☐ Land Use Plan Amendment | ☐ Other Click here to enter text. |

IN THE MATTER OF:

Case No.: 2022-0026
Applicant: Gary B. Davenport c/o Gary B. Davenport PA
Owner: 36 Granada LLC c/o Alsop Properties
Address: 36 Granada Street
Parcel Number: 2032400000

RE: Request to amend an existing Planned Unit Development (PUD) adopted November 8, 2021 at 36 Granada Street to change the site plan, text and elevations related to flood protection and flood resiliency.

THE PLANNING AND ZONING BOARD HAS HEARD TESTIMONY AND EXAMINED EVIDENCE AT A PUBLIC HEARING HELD ON JUNE 7, 2022, AND BASED ON THE TESTIMONY AND EVIDENCE, THE BOARD HAS DETERMINED AS FOLLOWS:

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. Applicant is the legal owner, occupant, and/or representative of the owner/occupant of the subject property and duly submitted an application with the owner's knowledge, and was duly notified of the hearing, in accordance with Chapter 28 of the Code of the City of St. Augustine. The applicant and/or representative ☒ was present at the June 7, 2022 Planning and Zoning Board meeting and testified under oath, or ☐ was not present.
2. A public hearing was held, with notice given as required by law, and ☒ members of the public testified under oath, or ☐ no members of the public spoke on this issue.
3. The subject property has a land use designation of Commercial Low Intensity and a zoning classification of Planned Unit Development (PUD).
4. The above-described Rezoning is subject to Section 28-30 of the Code of the City of St. Augustine.

ORDER:

Based upon the evidence presented, the Planning and Zoning Board determined that the requested action MEETS / **DOES NOT MEET** the requirements of Section 28-30, City of St. Augustine Code, and APPROVES / **DENIES** / **CONTINUES** the Applicant's request to amend an existing Planned Unit Development (PUD) adopted November 8, 2021 at 36 Granada Street to change the site plan, text and elevations related to flood protection and flood resiliency.

Subject to the following conditions:

-
-
-
-
-
-
-
-

PZB recommends changes to the City Commission including that the Historic Preservation Officer determine if elevations are different enough from elevations that were a condition of the HHPB partial demolition approval

DONE AND ORDERED, at a public hearing on the 7 day of June, A.D., 2022, in the Alcazar Room, 75 King Street, St. Augustine, Florida.

2022-0026

REQUEST APPROVED / DENIED / CONTINUED

Sign Name

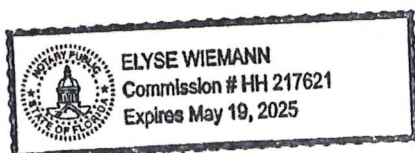
Print Name

PLANNING AND ZONING BOARD
CITY OF ST. AUGUSTINE, FLORIDA

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, Michael Davis, by means of ☒ physical presence or ☐ online notarization, who is personally known to me and who is the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed.

Witness my hand and official seal, this 7 day of June, A.D., 2022.



Elyse Wiemann
Notary Public, State of Florida

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

TO: Planning and Zoning Board

DATE: June 7, 2022

RE: **REZONING 2022-0026** - Continued from May 3, 2022 Meeting

AGENDA ITEM	7(a)
APPLICANT	Gary B. Davenport c/o Gary B. Davenport PA
OWNER	36 Granada LLC c/o Alsop Properties
LOCATION	36 Granada Street / PID 203240-0000 & 203230-0000
REQUEST	To amend a previously approved Planned Unit Development (PUD) rezoning application.
LAND USE	Commercial Low Intensity
ZONING	Planned Unit Development (PUD)

APPLICABLE CODES/ORDINANCES

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

- (a) *General.* This chapter may from time to time be amended, supplemented or changed; the land use plan and land use map established by the comprehensive plan may also be amended and the zoning atlas may from time to time be revised by the rezoning of land as provided in this section.
- (b) *Initiation of proposals.* An ordinance for the rezoning of land may be proposed only by the city commission or any member thereof, by the planning and zoning board or by the owner of subject property, its attorney or duly authorized agent. An amendment to this chapter may be proposed for adoption only by the city commission or any member thereof, or by the planning and zoning board. Proposals to amend this chapter shall be submitted in writing, accompanied by all pertinent information which may be required for proper consideration of the matter.
- (c) *Nature and requirements of board report.* The report and recommendations to the city commission as required by subsection (d) below shall show that the board has studied and considered:
 - (1) The need and justification for the change.
 - (2) The relationship of the proposed amendment or rezoning to the city's general planning program and such comprehensive plans as may from time to time be adopted by the city commission.

- (3) Consistency with the Comprehensive Plan.
- (d) *Board report to commission.* If the board recommends approval of the amendment or rezoning, the board shall forward its recommendation and report to the city commission. The report and recommendation of the board shall be advisory only and shall not be construed to be binding upon the city commission. If the board recommends denial of the amendment or rezoning, the property owner or other person aggrieved may proceed with an appeal to the city commission pursuant to section 28-29(g) of the City Code.
- (e) *Limitations on rezoning of land:*
- No ordinance to rezone land shall contain conditions, limitations or requirements not applicable to all other land in the zoning district to which the particular land is rezoned, except as provided in article III, division 8.
 - Whenever the city commission has, by ordinance, changed the zoning classification of land, the board shall not then consider any application for rezoning of any part or all of the same land for a period of one (1) year from the effective date of such ordinance.
 - Whenever the city commission has denied an application for the rezoning of land, no further application shall be filed for the same rezoning of any part or all of the same land for a period of six (6) months from the date of such action. In the event that two (2) or more applications for the same rezoning for any part or all of the same land has been denied, no further application shall be filed for the same rezoning or any part or all of the same land for a period of one (1) year from the date of such action denying the last application filed.
 - Land use plan amendments shall be made consistent with the State of Florida's Community Planning Act F.S. ch. 163, as may be amended from time to time.
- (f) *Waiver of time limits.* The time limits of subsection (e) may be waived by three (3) affirmative votes of the city commission when such action is deemed necessary to prevent injustice or to facilitate proper development of the city.
- (g) *City commission action.* Upon receipt of a favorable report of the board as required by subsection (d) hereof, the city manager shall set the date for a public hearing before the city commission. The date of such public hearing to be set by the city manager shall be the first regular meeting of the city commission after ten (10) days following receipt of a report. At the conclusion of the public hearing, the city commission shall either deny the proposed amendment or rezoning or by ordinance adopt such amendment or rezoning.
- (h) *Process, public hearings and notification for amendments to this chapter or rezoning of land (city commission public hearing).* The amendment process, including public hearings and notification regarding amendments to this chapter which change the actual list of permitted, conditional or prohibited uses within a zoning category or which change the actual zoning map designation of land in the city shall be as required by F.S. [chapter] 166. Public hearings for ordinances initiated by other than the city that change the actual zoning map designation of a parcel or parcels of land, required to be enacted pursuant to F.S. 166.041(3)(a) shall be noticed in accordance with section 28-59(a) of the City Code.
- (i) *Process, public hearings and notification for comprehensive plan amendments (city commission public hearing).* The amendment process, including public hearings and notification for comprehensive plan amendments, shall be consistent with the State of Florida's Community Planning Act, F.S. ch. 163, as may be amended from time to time.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed PUD is consistent with the city's Comprehensive Plan 2040. The following Goals, Objectives and Policies illustrate the Comprehensive Plan's support for infill redevelopment.

This category is described in part in **FLUE Policy 6.5.1** as:

This district is intended to apply to areas where small groups of low intensity commercial uses may be appropriately located to serve within convenient traveling distance from one (1) or several neighborhoods. The district is intended for low traffic generating commercial uses including general retail sales and service-related uses intended to serve the local neighborhoods. In addition, professional and business offices, compatible tourist accommodations and similar uses are encouraged. Appropriate uses may include recreation, public and institutional uses, Open Land (Conservation), multi-family, and residential or non-residential mixed uses

FLUE Objective 3.2

The City shall encourage redevelopment and renewal of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) or blight through redevelopment programs and through maintaining land development codes that contain standards and procedures to encourage redevelopment where desirable,

FLUE Goal 5 Urban Sprawl

Discourage urban sprawl by encouraging innovative strategies to promote infill and compact development or redevelopment and establishing energy efficient land use patterns.

FLUE Policy 5.1.2

The City shall encourage infill and redevelopment through the use of higher density and intensity land use designations and mixed-use designations in appropriate locations.

FLUE Goal 9 Economic Development

Promote economic development in an effort to provide a variety of employment opportunities, create a sustainable future, and encourage a positive business climate.

FLUE Policy 9.1.2

The City shall work towards a variety of policies within the Comprehensive Plan and land development code that support and encourage commercial and industrial development within the City and surrounding area.

- This includes encouraging a mix of uses in the city to promote accessibility to a variety of uses.
- This includes strengthening and diversifying the local economy.

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

- This includes redevelopment and revitalization efforts, including aesthetic improvements to encourage commercial and industrial investment within the City of St. Augustine.
- This includes the promotion of uses that are commercial or industrial that support, promote or are compatible with the urban character of the city.

STAFF SUMMARY AND ANALYSIS

The applicant's application states that the modification is needed in order to "provide a more resilient and flood protected building in light of the significant redevelopment the building will undergo." The rezoning of 36 Granada Street to a PUD was approved in August of 2021.

The inclusion of 8 Desoto Place / PID 203230-0000 was clarified in the previously adopted PUD language due to the need of the parking for the PUD.

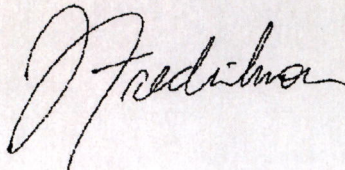
There are minor changes to the site plan, text, and elevations in an effort to increase flood resiliency. The proposal includes the raising of the interior floor by 30", the elimination of building openings on the Granada and Desoto sides of the building, and there is also the elimination of the palm tree planters along Desoto Place. There is a proposed increase in building area to 7,400 square feet from the approved 7,000 square feet of retail/commercial space.

The proposed PUD states that the uses and parking requirements for this development will not change with this amendment.

STAFF RECOMMENDATION

Staff does not make recommendations concerning the rezoning of land. The Board is responsible for making a recommendation based on the following:

- (1) The need and justification for the change.
- (2) The relationship of the proposed amendment or rezoning to the city's general planning program and such comprehensive plans as may from time to time be adopted by the city commission.
- (3) Consistency with the Comprehensive Plan.



Jacob Fredriksson
Senior Planner
Planning and Building Department



CITY OF ST AUGUSTINE
APPLICATION TO PLANNING AND ZONING BOARD

Application Fee: \$400 (plus advertising costs) Project Number: 2622-0026
 Receipt Number: 2354090 Meeting Date: May 3, 2022
 Advertising Costs: \$ _____ Paid On: _____ Receipt Number: _____

1. NAME OF APPLICANT: Gary B Davenport Contact Number: 904 669 3186
 Business (if applicable): Gary B Davenport PA
 Address: 212 S Shadewood City: St. Augustine State: FL Zip: 32086
 E-Mail Address: garybdavenport@gmail.com

2. NAME OF PROPERTY OWNER: 36 Granada LLC Contact Number: 904 669 2848
 Business (if applicable): c/o Alsop Properties
 Address: 77 Almeria City: St. Augustine State: FL Zip: 32084
 E-Mail Address: jk@alsopcompanies.com

3. LEGAL DESCRIPTION OF PROJECT PROPERTY:

Lot: _____ Block: _____
 Subdivision: _____ Parcel Number: 203240-0000 & 203230-0000

4. PROJECT STREET ADDRESS: 36 Granada St.

5. SPECIFIC PROPOSED USE: PUD

6. ACTION REQUESTED:

- ☐ Conservation Zone Development ☐ Appeal of Staff Determination
☐ Exception ☐ Land Use Plan Amendment
☐ Variance ☒ Rezoning
☐ Other: Modification of PUD

7. DESCRIPTION OF ACTION REQUESTED: Modify approved PUD to provide a more resilient and flood protected building in light of the significant redevelopment the building will undergo

8. JUSTIFICATION FOR ACTION REQUESTED: Minor changes to site plan, text and elevations necessitated by building engineering for flood resiliency

9. IF APPLYING FOR A VARIANCE, PLEASE COMPLETE THE FOLLOWING AND EXPLAIN THE SITUATION FULLY ALONG WITH PROVIDING DOCUMENTATION:

(a) Does the property because of size, shape, topography or other physical conditions, suffer singular disadvantage, which disadvantage does not apply to other properties in the vicinity: _____

(b) Can you establish that this disadvantage causes the owner to be unable to make reasonable use of the affected property: _____

(c) Can you establish that this disadvantage does not exist because of conditions created by the owner or applicant: _____

(d) Can you establish that granting of the variance will not be contrary to the public interest; will not adversely affect other property in the vicinity; and will be in harmony with the spirit, intent and purpose of this Section: _____

10. PREVIOUS APPLICATIONS:

Has any application been submitted to the Planning & Zoning Board concerning any part of the subject property within the past year?

☒ Yes. ☐ No. If yes, please give date and final disposition below.

Approved PUD 2021

11. AGREEMENT:

In filing this application, I understand that it becomes a part of Public Record of the City of St. Augustine and hereby certify that all information contained herein is accurate to the best of my knowledge.

Application must be signed by both applicant and property owner if different. Letter of authorization must be submitted in absence of the property owner's signature or where an authorized agent signs in lieu of either property owner or applicant.

Florida Statute 286.0105 states that a person appealing any decision by this board at any meeting regarding this application may need a verbatim record of the proceedings which includes testimony and evidence upon which the appeal is to be based.

IMPORTANT NOTICE: When the hearing date has been set and a legal notice has been published or posted, the applicant must be prepared to present the request at the scheduled hearing date. If the applicant requests a continuance, the decision to grant or deny the request for continuance will be decided by a vote of the Board at the scheduled hearing date. The applicant, or a duly authorized representative with authority to bind, should be present at the scheduled hearing date to answer questions from the board regarding the application. If the board votes to deny the request for a continuance, the hearing on the application will go forward, whether or not the applicant is present, and could result in a denial of the application if the Board finds that the application and supporting documents submitted prior to the meeting do not meet the criteria of the Code.

Gary B Davenport Authorized Agent April 8 2022
Signature of Applicant Date

Manager 36 Grande LLC 4/17/2022
Signature of Property Owner Date

04/18/2019



**CITY OF ST. AUGUSTINE
DEVELOPMENT PERMIT APPLICANT WAIVER**

The applicant acknowledges and agrees to waive the limitation of three requests for additional information by the City of St. Augustine, pursuant to Chapter 166.033, Florida Statutes.

The applicant acknowledges and agrees that the City offers weekly Friday Review development review meetings, as well as, department specific applicant meetings with its reviewing staff at any point in the application process to attempt to resolve outstanding issues. The applicant is responsible for scheduling any requested meetings with City staff directly.

The applicant acknowledges and agrees that if after three unresolved submittals the applicant elects to proceed with final approval or denial proceedings, the applicant must request so in writing to the City.

Gary B Davenport

Print name of applicant

[Signature]

Signature of applicant

April 8 2022

Date

10/31/17



Owner's Authorization For Agent

Gary B Davenport is/are hereby authorized TO ACT ON BEHALF
OF 36 Granada LLC, the owner(s) of those lands described within
☒ the attached application, or ☐ described within the previously filed
Application number: _____, and as described in the attached deed or
other such proof of ownership as may be required, in applying to the City
of St. Augustine's Planning & Zoning Board, located at:
36 Granada St.

BY: _____

Signature of Owner

Jesse Killebrew
Print Name of Owner

904-669-2848
Telephone Number

State of Florida

County of St Johns

Signed and sworn before me on this 7th day of April, 2022

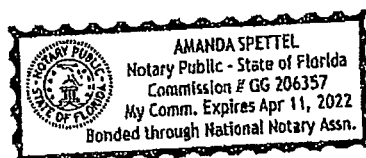
By Jesse Killebrew

Identification verified:

Oath sworn: _____ Yes ☒ No

Notary Signature: _____

My Commission expires: 4/11/22



PZB APPLICATION FEE SCHEDULE

Planning and Zoning Board fees are set by Resolution 2021-38 as follows:

Description of Work	Fee Amount
Rezoning: small scale	\$300.00 + ads & notices
Rezoning: large scale	\$1,000.00 + ads & notices
Land Use Plan Amendment: small scale	\$400.00 + ads & notices
Land Use Plan Amendment: large scale	\$1,400.00 + ads & notices
Planned Unit Development	\$400.00 or \$35.00/acre, whichever is greater, \$1,400 max + ads & notices
Zoning Variance	\$350.00 + ads & notices
Zoning Exception	\$250.00 + ads & notices
Conservation Overlay Zone Development	\$165.00 + ads & notices
Significant Tree Removal or Appeal of Tree Removal Permit Denial	\$165.00 + ads & notices
Appeal of Staff Determination	\$200.00 + ads & notices
Application to Amend Zoning Code	\$600.00 + ads & notices
Subdivision Plat Review	\$275.00 + ads, notices & additional associated costs

"Note: The cost of newspaper advertisement and all notices to surrounding property owners will be assessed by the city, paid by the city and reimbursed by the applicant. All advertising costs must be paid prior to issuance of a development permit.

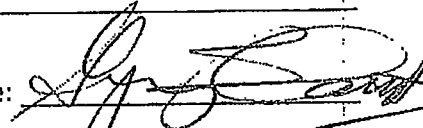
The applicant shall reimburse the City the mailing cost for all notices and for any subsequent hearings requiring re-notice as a result of the applicant postponing or re-scheduling of any hearing."

If a Credit Card Authorization Form is used for the payment of fees, the City will maintain the form and automatically charge additional advertising and noticing fees, once determined, to the credit-card account submitted.

By signing below, I acknowledge responsibility for both the initial application fee and any subsequent costs associated with legal advertising and/or noticing and understand that permits associated with my application may not be issued until such fees are paid.

I authorize the Planning and Building Department to maintain my payment information until a final cost for advertising and/or noticing is determined and charged. If a payment method other than Credit Card Authorization Form is used, I understand that I will be sent an invoice for the costs of advertising/noticing which must be paid prior to the issuance of any development permit related to my application. I am aware that I can request a copy of these fees and my receipt from Building Department Staff.

Project Address: 36 Granada St.

Applicant's Name: Gary B Davenport Applicant's Signature: 

Owner's Name: 36 Granada LLC Owner's Signature: 

Tracey Mullins

From: Amy Skinner
Sent: Friday, May 20, 2022 3:51 PM
To: Jacob Fredriksson; Tracey Mullins
Subject: FW: 36 Granada St. St Augustine, FL

Please add to the file.

Thank you

-----Original Message-----

From: James McGarvey <jay@mcgarveycommunities.com>
Sent: Friday, May 20, 2022 3:46 PM
To: ncstaug@gmail.com
Subject: 36 Granada St. St Augustine, FL

Notice as required by Zoning Code, PUD Division 9, Section 28-289

PROJECT NAME: 36 Granada, St Augustine, FL
PROPERTY OWNER: 36 Granada LLC
APPLICANT: Same, with Gary Davenport, Esq. as legal council
EXISTING ZONING: PUD with building elevation Exhibits
REQUESTED ZONING: Minor Modification of PUD with building elevation Exhibits
ADDRESS: 36 Granada St, St. Augustine, FL
DESCRIPTION OF REQUEST: See below **
PROJECT COORDINATOR: James N McGarvey Jr
McGarvey Residential Communities
1102 A1A North, Ste. 102
Ponte Vedra Beach, FL 32082
jay@mcgarveycommunities.com
904-247-9160 office
904-509-9062 mobile

** The developer is requesting a minor modification to the PUD because the building elevation Exhibits have changed. The reason for the change in elevations is in response to the flooding that the building experienced in Summer, 2021 during several rain events. The entrance to the building has been moved from Granada Street to the North side of the building. The interior finished floor has been raised approx. 36 inches, to comply with the FEMA recommended base flood elevation standard. Raising the interior floor, therefore, does not allow entrance from Granada or De Soto Streets. The new elevations are in keeping with the style of the neighborhood and the storefront detailing along Granada is designed to maintain and reinforce the pedestrian connection of the exterior of the building at the sidewalk to minimize or eliminate the evidence of a raised finished floor on the inside. Changes to the PUD text are minor to conform to this modification. The uses in the original PUD have not changed, nor has the seating requirement relative to the provided parking.

Please contact the developer's project coordinator directly if a courtesy neighborhood informational meeting is requested of the developer. The courtesy neighborhood informational meeting will be presented by the developer, and not the City staff. It is not an official City meeting or hearing on the project application. The developer neighborhood notice is not intended to be a legal notice, nor should it be relied upon to provide affected party status or standing. The developer neighborhood notice is an additional courtesy informational tool provided to the public to facilitate early,

voluntary and direct communication between the City's neighborhoods or defined communities and PUD development applicants. This document was prepared by the developer and the City does not warrant its accuracy. The official complete application public record will be available for review after filing at the City of St. Augustine Planning and Building Department, 75 King St, St. Augustine, Florida during regular office hours.

JAY

James N McGarvey, Jr
McGarvey Residential Communities
1102 A1A North, Ste. 102
Ponte Vedra Beach, FL 32082
jay@mcgarveycommunities.com
904-247-9160 office
904-509-9062 mobile

36 Granada Planned Unit Development

City of St. Augustine, Florida

NOVEMBER 8 , 2021

REVISED APRIL 2022

Team Roster

Owners/Applicants:

36 Granada, LLC
77 Almeria St.
St. Augustine, FL 32084

Architect:

Cronk Duch Architects
124 Diego Island Ct.
St. Augustine, FL 32095
(904) 626-3452

Legal/Authorized Agent for Owners:

Gary B Davenport, P.A.
212 S Shadowwood Dr.
St. Augustine, Florida 32086
(904) 669-3186

Exhibit List:

Exhibit "A" – Legal Description of the Property
Exhibit "B" – Site Plan and Landscape Plan

36 GRANADA PLANNED UNIT DEVELOPMENT MODIFICATION TEXT

A. Purpose and Intent.

The reason for this Modification is to attenuate, as much as possible, the excessive flooding that occurs in St. Augustine, and in particular, along Granada Street. To accomplish this, the existing building will be renovated and the interior floor raised approx. 30". The renovation will be extensive, and will result in a much more resilient building able to withstand the high tide rain events and flooding that would otherwise close the operation of said building, and cause continued construction along Granada and interruptions to the surrounding neighborhoods. The uses and parking requirements will not change.

Pursuant to Section 28-286 of the City of St. Augustine Code (the "**Code**"), the purpose of a planned unit development ("**PUD**") zoning district is to provide an option and process for the provision of unique, individually planned developments that are consistent with the City's Comprehensive Plan and the categories outlined in the Comprehensive Plan, but may allow for more creative, flexible and innovative designs for projects than the regular zoning districts allow. The intent of a PUD is to permit this flexibility from the strict application of traditional zoning district regulations by identifying each waiver, variance or exception to such regulation and providing an alternative development condition for that specific PUD.

This 36 Granada PUD text includes site-specific regulations to address the development of the Property. The PUD, including all exhibits hereto, complies with all applicable provisions of City Code Chapter 28.

B. Site Information.

1. Location

The property subject to this PUD ordinance is located at 36 Granada St. The property has St. Johns County Parcel Identification No. 203240-0000 Parcel 1 and 203230-0000 Parcel 2 (together the "**Property**"). A legal description of the Property is attached as Exhibit "A". The Property includes approximately .75 acres: .34 acres for Parcel 1 and .41 acres for Parcel 2, owned by 36 Granada, LLC ("**36 Granada LLC**").

2. Owners and Agent

The owner of the Property is 36 Granada, LLC ("**Owner**"). The agent for the Owner is Gary B. Davenport, P.A. (the "**Agent**"). Addresses for the Owner and Agent are in the Team Roster on page 2.

3. History, Existing Approvals

The Future Land Use Map ("**FLUM**") designation of the Property is Commercial Low Intensity for Parcel 1 and Residential Medium for Parcel 2. The Property is zoned PUD. The existing building has been in place in some form since at least 1880 and has had many uses

including a theater, restaurant, bar and feed store. The remaining land is currently intended for parking, and is entitled to be improved with up to 5 townhomes.

4. Summary of Proposed Modification

The Owners are proposing to modify the current PUD for resiliency and flood protection. The interior floor has been raised approx. 30". Openings on the De Soto side of the building have been eliminated. All openings on the Granada side of the building have been closed, and the new entrances to the building will be accessed on the north side from an elevated deck. The Granada St. elevations have been modified to maintain the feel and patterns of other City buildings, and to create building resiliency. Three awnings have been added to the Granada side of the building. The three awnings previously planned for the De Soto side have been eliminated. Because the sidewalk along Granada is so narrow, the palm tree planters previously planned have been eliminated to make walking easier.. Upon Modification, the Property will include approx.. 7,400 square feet of retail/commercial space including all uses allowed within CL1 zoning category in addition to allowing all alcoholic beverages to be served on-site, limited to a SRX liquor license. A standalone bar shall not be permitted. Liquor sales for onsite consumption shall only be permitted in conjunction with a restaurant. Permitted uses including available seating in restaurants will be limited by the available parking onsite in compliance with the City parking Code. Amplified music shall not be permitted. Individual restaurant owners shall be responsible to organizing rideshare programs for their employees to reduce the impact of employee parking on the adjacent neighborhoods. Management of the business or businesses within the PUD shall provide employee incentives to encourage non-vehicular commuting by employees to the site, or rideshare options for the employees. This plan for alternative methods of commuting to the site shall be memorialized by each business within the PUD. This plan must be provided to the City upon request for purposes of code enforcement. A bike rack will also be provided for securing employee and patrons' bicycles. Large group rentals of restaurants, such as weddings, shall not be permitted. Tattoo shops shall not be permitted.

The balance of the site will be limited to parking.

The net change in requesting this Modification will be a much more resilient and flood protected structure, while still maintaining the architectural integrity of the building. The uses allowed, and the parking requirements will not change.

A master development plan depicting the locations of the proposed land uses is attached as Exhibit "B" (the "**Master Development Plan**"). City staff shall be permitted to approve minor deviations from the Master Development Plan.

The Property includes approximately .75 acres of uplands. There are no wetlands on the Property.

C Proposed Development (Code Section 28-289 provisions in BOLD).

Consistency with every relevant goal, policy and objective of the Comprehensive Plan, including but not limited to density and intensity limitations of the Future Land Use Map category for the property.

As set forth in Section B.3 above, the Property has a FLUM designation of Commercial Low Intensity.

City Comprehensive Plan Future Land Use Element ("FLUE") states that Commercial Low Intensity (CLI) is intended to apply to those areas where small groups of low intensity commercial uses may be appropriately located to serve within convenient traveling distance from one (1) or several neighborhoods. The district is intended for low traffic generating commercial uses including general retail sales, and service-related uses intended to serve local neighborhoods. In addition, professional and business offices, compatible tourist accommodations and similar uses are encouraged. Appropriate uses may include recreation, public and institutional uses, Open Land (Conservation), multi-family, and residential or non-residential mixed uses.

Future Land Use Element Objective 4 encourages the use of innovative and sustainable land development practices that maximize the use of existing services and facilities, such as planned unit developments. The 36 Granada project is a single use redevelopment PUD and will connect to existing utilities and other infrastructure, which have capacity to serve the Property. The Property is located on the corner of Granada Street and Desoto Place which are public roads. The project will provide ample parking.

The Transportation Element Goal emphasizes the maintenance of a coordinated multimodal transportation system which provides for the safe, efficient and economical movement of people, goods and services and protects the City's natural, cultural and historical resources. The project is located in downtown St. Augustine, within walking distance of most destinations. Many customers will either be staying in local hotels or living or working in the local area. Many of these visitors will either walk or bike to the Property. Ample parking will also be available at the Property.

Transportation Element Objective 1.5 requires the City to identify and pursue strategies to reduce the vehicle miles traveled by establishing locations for compact, mixed-use development, increasing opportunities for job creation proximate to higher density residential, facilitating future opportunities for transit-oriented development and encouraging new developments to be connected by roadways, bikeways and pedestrian systems that encourage travel between neighborhoods and access to transit without requiring use of the major thoroughfare system. The 36 Granada PUD meets most of these objectives by providing redevelopment of an existing building, central to downtown and creating jobs within the area where people live and work. The Property is connected to downtown St. Augustine and Lincolnville by roadways, bikeways and pedestrian systems. The Property is already on trolley and other transit routes.

Recreation and Open Space Element Policy 4.1 requires certain residential developments to provide parks and recreational facilities, based on the number of proposed units. For

development of 100 or more units, this parkland or open space must provide at least one (1) active recreational facility and one (1) passive recreational facility per 100 units. The 36 Granada PUD does not include residential development.

The Conservation and Coastal Management Element Goal is to protect and conserve natural areas, environmentally sensitive areas, natural vegetative communities, wildlife habitats, marine resources, federal and state listed species, and other renewable and non-renewable natural resources. The Property does not contain any environmentally sensitive lands, vegetative communities or wildlife habitats.

Conservation and Coastal Management Policy 2.1.1 requires the City to maintain three (3) Conservation Overlay Zones ("COZs"). Conservation Overlay Zone 1 allows passive recreation, wildlife preservation and conservation areas, green space, and fishing piers, boat docks, and other water dependent uses, including boat ramps and marinas. Conservation Overlay Zone 2 allows for all of the uses within Zone 1, as well as specialized, scenic or linear parks and boardwalks, off-street parking areas; and residential development, provided that they are (1) located so as to minimize impacts to Conservation Overlay Zone 1 vistas and scenic areas, and (2) densities are limited to those defined by the underlying Future Land Use Category. Conservation Overlay Zone 3 allows a variety of land uses and development subject to performance standard requirements governed by the City's Comprehensive Plan, including the underlying Future Land Use Category, and the City's land development regulations. The 36 Granada project is not subject to the Conservation Overlay zones.

The Infrastructure Element requires the provision of sanitary sewer, potable water and solid waste services to support intended development. The 36 Granada project is already connected to the City's existing sanitary sewer and potable water systems, and any modification to such connections will be at the expense of the Owners (in compliance with Capital Improvement Objectives 4 and 5), and the Owner will make improvements to the extent required solely for the project. The project will use water-wise Florida native landscaping and materials, minimizing irrigation and fertilizer. Native landscape species shall be verified by City staff. The project will also utilize City solid waste services. The Stormwater Management Sub-Element requires developments to provide their own stormwater management systems. As an existing facility the project is exempt from this provision.

Capital Improvement Element Objective 6 and Public School Facilities Element Goal 2 require the City to ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standards for public schools. This is not applicable to this project as there is no residential element.

For properties currently in the HP-1, HP-2, HP-3, HP-4 and HP-5 districts requesting rezoning to PUD, identification of the specific proposed benefits or enhancements to the property that promote the goals of these historic districts.

Not applicable.

The need and justification for a rezoning to PUD or PUD amendment, including identification of each proposed development condition that would otherwise not be

allowed under the existing zoning, including, but not limited to, maximum lot coverage, signage, setbacks, allowable zoning uses and uses by exception.

The Owners desire to modify the PUD in order to provide a more resilient and flood protected building in light of the significant redevelopment the building will undergo.

The following development standards shall apply to the Property:

Allowable uses: Allowable uses within the Property shall be **approximately 7,400** square feet of any of the uses permitted in CL1, with the addition of all alcohol sales (limited to service and consumption on premises in conjunction with a restaurant and a SRX liquor license). A standalone bar, tattoo shop and amplified music are not permitted. The locations of the proposed uses are depicted on the Master Development Plan,

Exhibit "B". Parking shall comply with City Parking Code provisions.

a. Setbacks: The minimum building setbacks are as follows:

1. A minimum of zero (0) feet from each property line along Granada St. and Desoto Place.(existing setback)

2. The north side and rear (west) setbacks shall be ten (10) feet from the building to the adjacent property line. The parking in the rear of the building shall not require a setback or landscaping buffer as it is adjacent to the main parking.

b. Maximum building height: Buildings shall not exceed 35 feet in height.

c. Minimum lot size: None.

d. Minimum lot width: None.

e. Maximum lot coverage: 75 percent for the Parcel 1 Property.(existing)

f. Parking: Parking will be provided onsite and will meet the requirements of the City's 2020 Land Development Regulations

Parking among the various uses within the PUD will be shared. Parking is shown on the attached conceptual site plan. Primary access to parking shall be off Granada. The area labeled patio on the north side of the building may be converted to parking if required for final restaurant seating.

Parking will be provided in the existing surface lots on the Property. **Uses in the project** include coffee shop, bakery and restaurants. Those uses have parking requirements that vary depending on time of day and day of the week.

Signage: Project signage will be categorized as Commercial Zone 1, the requirements for which are set forth in Section 3-66(c) of the Code. Notwithstanding, the Owner shall paint the historic sign shown on the attached elevations on one side of the building, which shall not be counted against the maximum number or square feet of signage permitted under the Code, because it is for historical and decorative purposes and does not advertise any business located in the building. The size, location and scope of this historic sign is shown on the attached elevations. Historic sign approximate dimensions are 11' wide and 6'6" high.

- g. Roads: No internal roads are being provided in the PUD.
- h. Sidewalks: No internal sidewalks are being provided in the PUD.
- i. Stormwater: Parcel 1 of the project is exempt from stormwater requirements as an existing facility with no additional impervious surfaces proposed. Parcel 2 will comply with City Code regarding stormwater requirements.
- j. Lighting. Project lighting shall comply with applicable Code provisions.
- n. Accessory Uses. Project accessory uses shall comply with applicable Code provisions.
- o. Temporary Uses. Project temporary uses shall comply with applicable Code provisions. Temporary offices and construction trailers shall be allowed on the Property during construction of any building and may be moved throughout the site if necessary but shall be removed within 30 days of issuance of a final Certificate of Occupancy by the City for the final building within the Property. Parking may be provided for the temporary offices and trailers in a temporary defined, but unpaved, area which meets applicable Code provisions.
- p. Utilities: Project will utilize existing utility connections to the extent permitted.
- q. Landscaping: A landscape plan is attached as a part of **Exhibit "B"**.
- r. Tree Mitigation: Project tree removal and replacement will comply with applicable provisions of Code Chapter 25, Article III.
- s. Conservation Overlay Zone Development: None of the Property is within the Conservation Overlay Zone.

D Compliance with the purpose and intent and criteria in Code Section 28-286.

The 36 Granada PUD complies with Code Section 28-286 by:

Promoting more efficient and economic use of land by offering redevelopment of an infill site with an existing building that is progressively deteriorating.

- k. Encouraging a more compatible and harmonious development of contiguous lands by creating uses that will enhance the sense of community/
- l. Providing flexibility to meet changing needs, technologies, economics and consumer preferences in the Master Development Plan and this text;
- m. Providing a process to assess a development's impact on the proposed site, the surrounding neighborhoods or areas, and the city as a whole;
- n. Demonstrating the coordinating of architectural styles, building forms, and building relationships within a planned development, as well as, the planned development's relationship with the existing and preferred architectural context surrounding the project;
- o. Providing an environment of consistent character compatible with the surrounding areas; and
- p. Permitting specific limitations and requirements in excess of those included in other zoning districts, based on the unique characteristics of the individual site, where necessary to the public health, safety or welfare, or for the protection or preservation of lands, neighborhoods or areas of the city deemed unique or historic based on the proposed location of the planned development.

E. Compliance with Code Section 28-288 and justification for any zoning uses.

As stated in Section C.4 hereof, the allowable uses within the Property shall be **approximately** 7,400 square feet of retail/commercial space including all uses allowed within CL1 zoning category in addition to allowing all alcoholic beverages to be served on-site and a current maximum 204 seats (250 seat limit with appropriate additional parking, see section 7.g) for all restaurants on the Property (combined). A master development plan depicting the locations of the proposed land uses is attached as **Exhibit "B", Master Development Plan**. The proposed uses are permitted in the FLUM designation for the Property.

Development standards for the Property are set forth in Section C.3 hereof. These standards will mitigate for any negative impacts of the development on surrounding lands.

Benefits to the community from the 36 Granada project include:

- a. Improvements to the streetscape of Granada St. and Desoto St. See **Exhibit "B"** for a proposed plan for the improvement, and a more attractive elevation on the north side of the building.
- b. Providing a redevelopment infill project of a deteriorating facility,
- c. Planting of Florida native landscaping and materials that minimize irrigation and fertilizer,

- d. Implementation of incentive based ride share program for employees to minimize auto traffic through adjoining neighborhoods,
- e. Use of pervious pavers for new parking areas,
- f. Eliminating one existing curb cut for better neighborhood walkability and installation of bicycle racks to encourage non car transportation,
- g. Utilizing existing infrastructure, at no cost to the City.
- h. Increasing the number of jobs available to City residents, thus allowing them to work locally, even within walking and biking distance from their homes.

The phasing of the PUD or PUD amendment, including all sub-phases; each phase addressing the types of approval required or obtained (i.e.: entry corridor, HARB, building plan, landscaping, etc.) and the proposed commencement and completion of such development according to the plans approved by such ordinance or other related permit.

The 36 Granada project will be developed in one (1), three-year phase. Construction shall commence within one (1) year of the City Commission's adoption of this PUD **Modification** ordinance and shall be completed within two (2) years of commencement. For purposes of this PUD, "commencement" shall be defined as the City's approval of building permits, and "completion" shall be defined as the City's approval of a certificate of occupancy.

Identification of the legally responsible entity or entities for continuing operations and maintenance to such areas, functions and facilities as are not to be provided, operated or maintained by the city pursuant to written agreement.

The Owners will record one or more access and utility easement and maintenance agreements against title to their respective lands to ensure for the continuing operation and maintenance of project infrastructure.

A termination date after which the PZB shall be required to evaluate whether all or part of the PUD has been abandoned by failure to timely commence and complete development of all or part of the phases of the PUD as identified pursuant to subsection (6) or other circumstances have contributed to the development delay, if so, one (1) year extension(s) may be granted by the PZB at an advertised public hearing, after two (2) such extensions if no activity has been initiated the city commission shall deem the PUD abandoned which shall act as a reversion of the zoning to its pre-PUD zoning district for the areas not in compliance with the phasing schedule.

If not timely commenced and completed pursuant to Section 11 above, this PUD shall terminate 3 years from its adoption by the City Commission unless otherwise extended or amended pursuant to the Code or Florida law.

5. If a reversion to pre-PUD zoning district pursuant to subsection (8) would otherwise be inconsistent with the Comprehensive Plan in effect at the time of the reversion, said reversion shall not become effective unless a Comprehensive Plan amendment is duly adopted.

The proposed PUD is consistent with the underlying future land use designation of the Property.

6. An infrastructure impact analysis or equivalent impact analysis to clearly outline the project's potential impact on transportation networks, circulation patterns, and infrastructure of the city.

The proposed PUD will not significantly impact public facilities. By redevelopment of an existing building the proposed uses will maintain existing connections to city infrastructure and will not affect circulation patterns or transportation networks. Therefore an impact analysis is not required for this project.

7. A signed statement voluntarily acknowledging and binding the applicant(s), property owner(s), and each of their successors in title, to every commitment made in their application and at hearing relating to the rights, terms, conditions and limitations of the PUD text narrative and final site development plan, including but not limited to the phasing, termination and reversion clauses.

See Section E hereof.

C. Performance Standards (Code Section 28-291).

The Performance Standards of Code Section 28-291 only apply to residential and mixed use developments. The 36 Granada PUD does not include residential development.

D. Performance Standards (Code Section 28-292).

Standards and criteria for redevelopment and infill PUD developments

1. General development patterns. The proposed PUD will maintain the existing building while enhancing the streetscape and architectural appeal of the building. In doing so it shall respect the existing development patterns and provide for compatibility within the existing area. The architectural and landscape enhancements will contribute significantly to the area and increase the value of the surrounding area.

2. Contributions to existing community. The proposed PUD will demonstrate consideration for the existing neighborhoods and street patterns by not changing or impacting either. The building shall remain substantially as it has for over 100 years, but with aesthetic and architectural improvements. Parking, via a driveway off of Granada St. will be provided in the rear of the building (in an area already used for parking) to limit impact on pedestrian access and remain consistent with other commercial uses along Granada St. The PUD will be consistent with the character and history of this area. The uses proposed will be designed to create a unique sense of place with appropriate design, massing, screening and architectural techniques as demonstrated on the attached renderings.

3. Redevelopment and infill projects. The existing building, while old, is structurally sound and does not warrant demolition. Significant exterior improvements will be made, primarily

for aesthetic purposes. Further, significant interior improvements will be made to maximize use and aesthetic value and to bring the existing facility up to current code and health standards. Detailed drawings of the existing and new streetscape are attached. By placing the parking in the rear off of Granada St., impacts to the pedestrian nature of Granada St. will be minimized. The site is already cleared and tree removal is not required.

E. Ownership Agreement.

The Owners, on behalf of themselves and their successors and assigns, hereby agree and stipulate to proceed with the proposed development in accordance with the PUD ordinance for this application as adopted by the City of St. Augustine City Commission. The Owners also agree to comply with all conditions and safeguards established by the St. Augustine City Commission with respect to this Planned Unit Development application.

36 Granada LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

Exhibit "A"

Legal Description of the Property

EXHIBIT "A"

PARCEL 1:

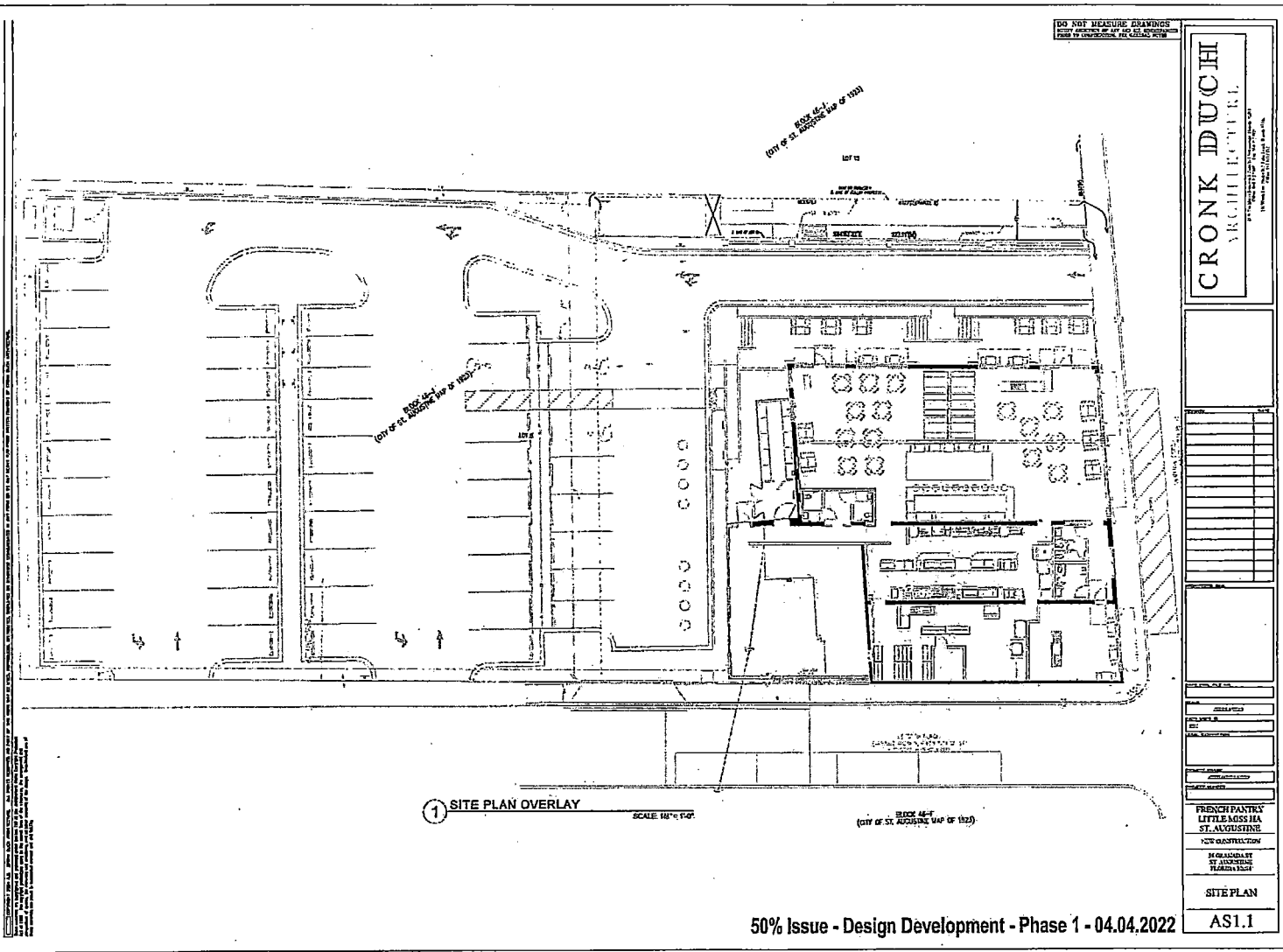
BEGINNING AT A POINT ON THE NORTH LINE OF DESOTO PLACE, 135 FEET WEST OF THE WEST LINE OF GRANADA STREET, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF PROPERTY OF PARRISH; RUN THENCE WEST ALONG THE NORTH LINE OF DESOTO PLACE 7 FEET TO A POINT, RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200 AND AT ALL TIMES 7 FEET WEST THEREOF, A DISTANCE OF 124.7 FEET MORE OR LESS TO A FENCE, WHICH FENCE IS THE NORTH LINE OF PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200; RUN THENCE EAST ALONG SAID FENCE LINE 7 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200; RUN THENCE SOUTH AND ALONG EAST LINE OF SAID PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200, 124.7 FEET TO POINT OF BEGINNING; SAID PROPERTY BEING A PORTION OF BLOCK 46-J, CITY OF ST. AUGUSTINE, FLORIDA.

PARCEL 2:

BEGINNING AT THE NORTH CORNER OF GRANADA STREET AND PLAZA DE SOTO PLACE, IN THE CITY OF ST. AUGUSTINE, RUNNING THENCE NORTHERLY ON THE WEST LINE OF GRANADA STREET, 123 FEET, MORE OR LESS, TO LAND OF FULLER; THENCE WESTERLY ON FULLERS SOUTH LINE 127 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF THIS TRACT, KNOWN AS THE "BRAINARD TRACT", 123 FEET MORE OR LESS, TO THE NORTH LINE OF PLAZA DE SOTO PLACE; THENCE EASTERLY ON THE NORTH LINE OF PLAZA DE SOTO PLACE 133 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: A STRIP OF LAND BEGINNING 113 FEET NORTH FROM THE SOUTHEAST CORNER OF BUILDING OF BARTOLO GENOVAR ON WEST SIDE OF GRANADA STREET, SAID BUILDING BEING LOCATED ON NORTHWEST CORNER OF GRANADA STREET AND DESOTO PLACE, THENCE WEST 127 FEET.

EXHIBIT B

Site Plan



50% Issue - Design Development - Phase 1 - 04.04.2022

CRONK DUCCI ARCHITECTURE

1000 10th Street, Suite 100
St. Augustine, FL 32080
Phone: 321.281.1111
Fax: 321.281.1112
Email: info@cronkducci.com

**FRENCH PANTRY
LITTLE LOSS HA.
ST. AUGUSTINE**

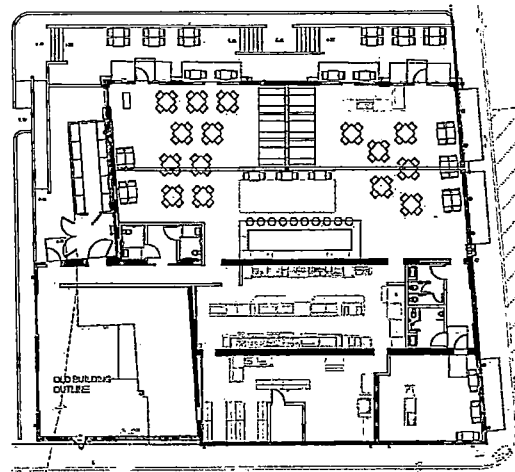
NEW CONSTRUCTION

ST. AUGUSTINE
FLORIDA 32084

SITE PLAN

AS1.1

CRONK DUCHI
ARCHITECTURE



2 FLOOR PLAN (NEW) SCALE 1/8" = 1'-0"

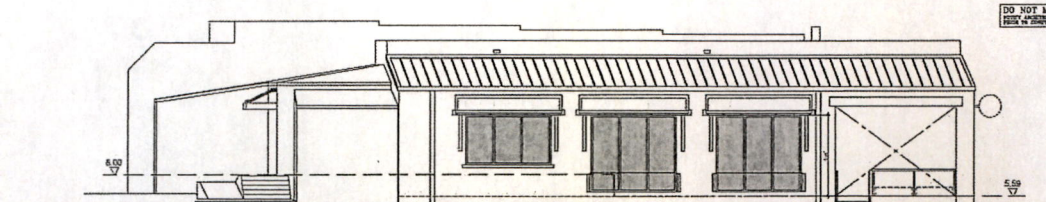
FRENCH PANTRY
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ST. AUGUSTINE

NEW CONSTRUCTION

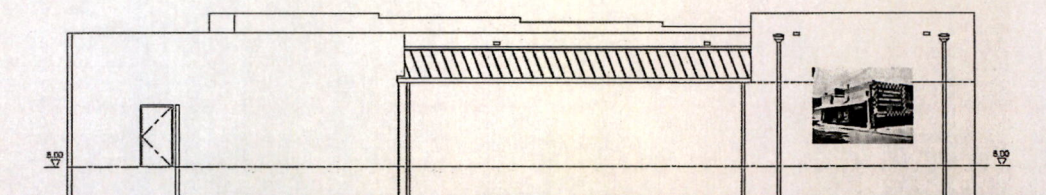
38 GRANADA ST.
ST. AUGUSTINE
FLORIDA 32084

FLOOR PLANS

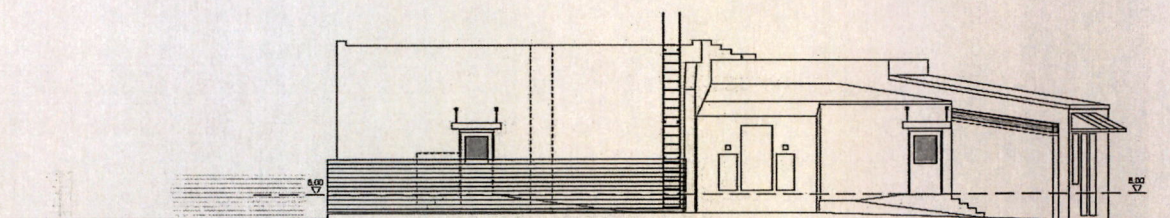
A1.1



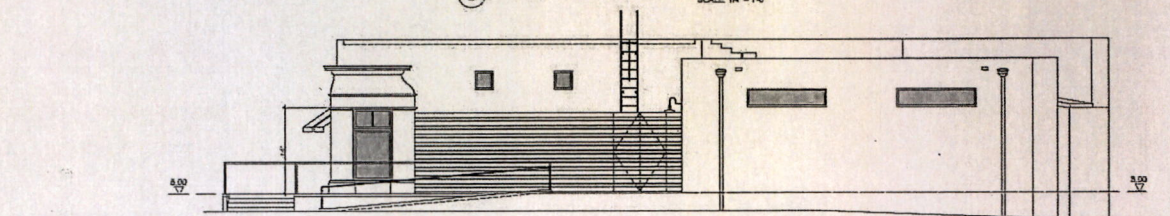
1 DE SOTO PLACE ELEVATION (OLD) SCALE: 1/8" = 1'-0"



2 DE SOTO PLACE ELEVATION (NEW) SCALE 1/4" = 1'-0"



3 PARKING ELEVATION (OLD) SCALE: 1/4" = 1'-0"



4 PARKING ELEVATION (NEW) SCALE: 1/4" = 1'-0"

50% Issue - Design Development - Phase 1 - 04.04.2022

CRONK INDUCHI

**FRENCH PANTRY
LITTLE MISS HA
ST. AUGUSTINE**

NEW CONSTRUCTION

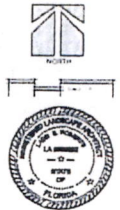
36 GRANADA ST.
ST AUGUSTINE
FLORIDA 32084

ELEVATIONS

ELEVATIONS

A2.2

**SOUTHERN
GROUNDS**
ALDER & OAK
ST AUGUSTINE, FLORIDA



**CURRENT
LANDSCAPE PLAN**

DATE: 9.7.21

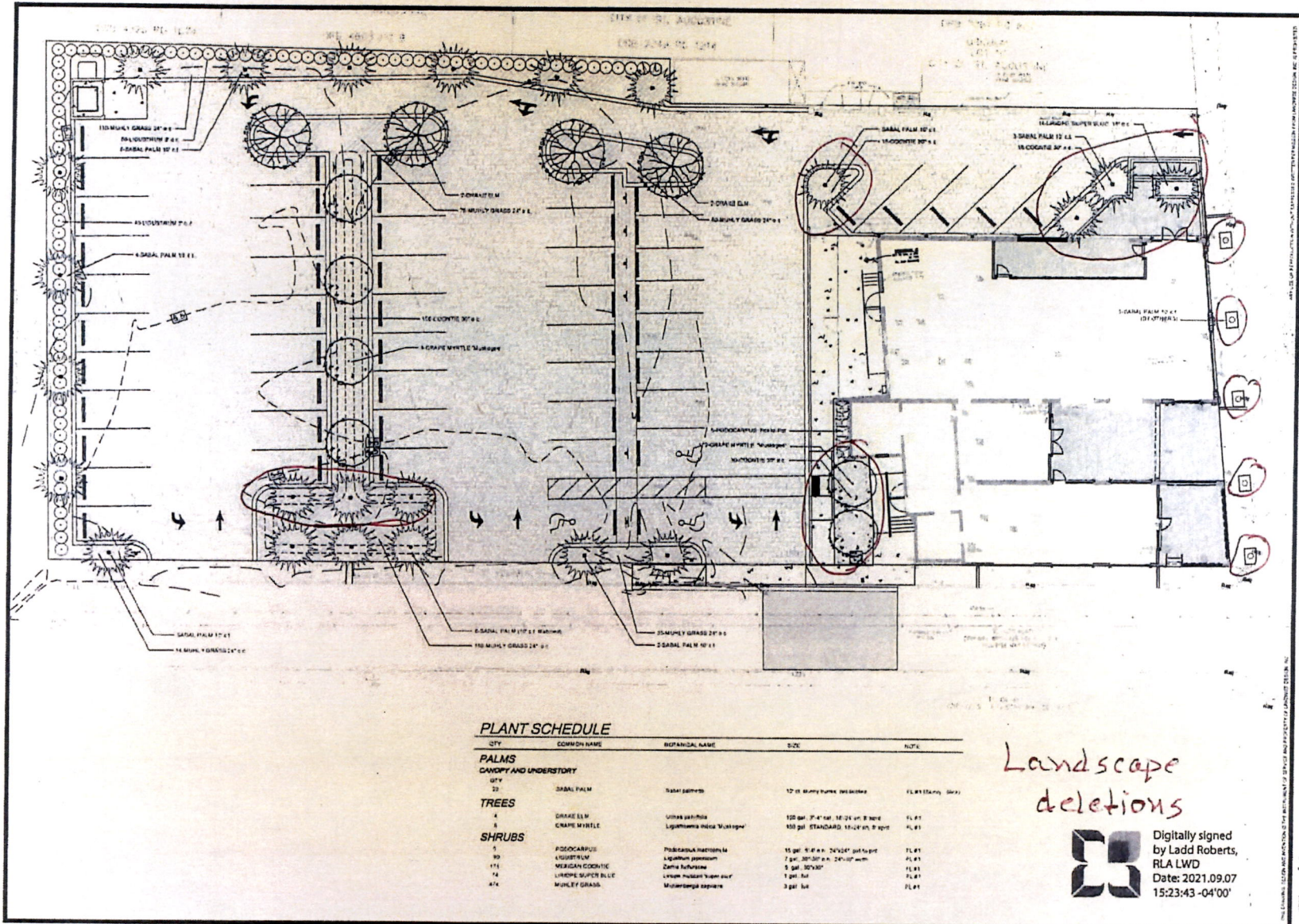
REVISIONS
1. 11/1/21

**APPROVAL
DOCUMENTS**

DATE: 11/1/21

L-1
JOB # 21007 DRAWN BY: LRL
This drawing is the property of Southern Grounds, Inc. and is not to be reproduced or used in any way without the written consent of Southern Grounds, Inc. All rights reserved.

LANDSCAPE ARCHITECT
SOUTHERN GROUNDS, INC.
1111 N. W. 11th St., Suite 100
Fort Lauderdale, FL 33304
(954) 561-1111



36 Granada Planned Unit Development

City of St. Augustine, Florida

NOVEMBER 8 , 2021

REVISED APRIL 2022

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Team Roster

Owners/Applicants:

36 Granada, LLC
77 Almeria St.
St. Augustine, FL 32084

Architect:

Cronk Duch Architects
124 Diego Island Ct.
St. Augustine, FL 32095
(904) 626-3452

Legal/Authorized Agent for Owners:

Gary B Davenport, P.A.
212 S Shadowwood Dr.
St. Augustine, Florida 32086
(904) 669-3186

Exhibit List:

Exhibit "A" – Legal Description of the Property
Exhibit "B" – Site Plan and Landscape Plan

36 GRANADA PLANNED UNIT DEVELOPMENT MODIFICATION PROJECT TEXT

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A. Purpose and Intent.

A. The reason for this Modification is to attenuate, as much as possible, the excessive flooding that occurs in St. Augustine, and in particular, along Granada Street. To accomplish this, the existing building will be renovated and the interior floor raised approx. 30". The renovation will be extensive, and will result in a much more resilient building able to withstand the high tide rain events and flooding that would otherwise close the operation of said building, and cause continued construction along Granada and interruptions to the surrounding neighborhoods. The uses and parking requirements will not change.

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Pursuant to Section 28-286 of the City of St. Augustine Code (the "Code"), the purpose of a planned unit development ("PUD") zoning district is to provide an option and process for the provision of unique, individually planned developments that are consistent with the City's Comprehensive Plan and the categories outlined in the Comprehensive Plan, but may allow for more creative, flexible and innovative designs for projects than the regular zoning districts allow. The intent of a PUD is to permit this flexibility from the strict application of traditional zoning district regulations by identifying each waiver, variance or exception to such regulation and providing an alternative development condition for that specific PUD.

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This 36 Granada PUD text includes site-specific regulations to address the development of the Property. The PUD, including all exhibits hereto, complies with all applicable provisions of City Code Chapter 28.

B. Site Information.

1. Location

The property subject to this PUD ordinance is located at 36 Granada St. The property has St. Johns County Parcel Identification No. 203240-0000 Parcel 1 and 203230-0000 Parcel 2 (together the "Property"). A legal description of the Property is attached as Exhibit "A". The Property includes approximately .75 acres: .34 acres for Parcel 1 and .41 acres for Parcel 2, owned by 36 Granada, LLC ("36 Granada LLC").

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2. Owners and Agent

The owner of the Property is 36 Granada, LLC ("Owner"). The agent for the Owner is Gary B. Davenport, P.A. (the "Agent"). Addresses for the Owner and Agent are in the Team Roster on page 2.

3. History, Existing Approvals

The Future Land Use Map ("FLUM") designation of the Property is Commercial Low Intensity for Parcel 1 and Residential Medium for Parcel 2. The Property is zoned Commercial

Low One (CL-1) for Parcel 1 and RG-1 for Parcel 2, PUD. The existing building on Parcel 1 has been in place in some form since at least 1880 and has had many uses including a theater, restaurant, bar and feed store. Parcel 2 The remaining land is currently intended used for offsite parking and is entitled to be improved with up to 5 townhomes.

4. Summary of Proposed ModificationDevelopment

The Owners are proposing to modify the current PUD for resiliency and flood protection. The interior floor has been raised approx. 30". Openings on the De Soto side of the building have been eliminated. All openings on the Granada side of the building have been closed, and the new entrances to the building will be accessed on the north side from an elevated deck. The Granada St. elevations have been modified to maintain the feel and patterns of other City buildings, and to create building resiliency. Three awnings have been added to the Granada side of the building. The three awnings previously planned for the De Soto side have been eliminated. Because the sidewalk along Granada is so narrow, the palm tree planters previously planned have been eliminated to make walking easier.. Upon Modification, development plan for the Property y-on Parcel 1 will, to include approx. a maximum of 7,000 7,400 square feet of retail/commercial space including all uses allowed within CL1 zoning category in addition to allowing all alcoholic beverages to be served on-site, limited to a SRX liquor license. A standalone bar shall not be permitted. Liquor sales for onsite consumption shall only be permitted in conjunction with a restaurant. Permitted uses including available seating in restaurants will be limited by the available parking onsite in compliance with the City parking Code. Amplified music shall not be permitted. Individual restaurant owners shall be responsible to organizing rideshare programs for their employees to reduce the impact of employee parking on the adjacent neighborhoods. Management of the business or businesses within the PUD shall provide employee incentives to encourage non-vehicular commuting by employees to the site, or rideshare options for the employees. This plan for alternative methods of commuting to the site shall be memorialized by each business within the PUD. This plan must be provided to the City upon request for purposes of code enforcement. A bike rack will also be provided for securing employee and patrons' bicycles. Large group rentals of restaurants, such as weddings, shall not be permitted. Tattoo shops shall not be permitted.

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The balance of the site willParcel 2 shall be limited to parking.
for the uses on Parcel 1.

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The net change in requesting this Modification will be a much more resilient and flood protected structure, while still maintaining the architectural integrity of the building. The uses allowed, and the parking requirements will not change. rezoning from CL1 to PUD is to allow a larger amount of restaurant seating than CL1 and allowing full alcohol service associated with a restaurant with food service while limiting large group rentals, tattoo shops, amplified music and prohibiting bars.

A master development plan depicting the locations of the proposed land uses is

attached as **Exhibit “B”** (the “**Master Development Plan**”). City staff shall be permitted to approve minor deviations from the Master Development Plan.

The Property includes approximately .75 acres of uplands. There are no wetlands on the Property.

C Proposed Development (Code Section 28-289 provisions in BOLD).

5. Consistency with every relevant goal, policy and objective of the Comprehensive Plan, including but not limited to density and intensity limitations of the Future Land Use Map category for the property.

As set forth in Section B.3 above, the Property has a FLUM designation of Commercial Low Intensity.

City Comprehensive Plan Future Land Use Element (“FLUE”) states that Commercial Low Intensity (CLI) is intended to apply to those areas where small groups of low intensity commercial uses may be appropriately located to serve within convenient traveling distance from one (1) or several neighborhoods. The district is intended for low traffic generating commercial uses including general retail sales, and service-related uses intended to serve local neighborhoods. In addition, professional and business offices, compatible tourist accommodations and similar uses are encouraged. Appropriate uses may include recreation, public and institutional uses, Open Land (Conservation), multi-family, and residential or non-residential mixed uses.

Future Land Use Element Objective 4 encourages the use of innovative and sustainable land development practices that maximize the use of existing services and facilities, such as planned unit developments. The 36 Granada project is a single use redevelopment PUD and will connect to existing utilities and other infrastructure, which have capacity to serve the Property. The Property is located on the corner of Granada Street and Desoto Place which are public roads. The project will provide ample parking.

The Transportation Element Goal emphasizes the maintenance of a coordinated multimodal transportation system which provides for the safe, efficient and economical movement of people, goods and services and protects the City’s natural, cultural and historical resources. The project is located in downtown St. Augustine, within walking distance of most destinations. Many customers will either be staying in local hotels or living or working in the local area. Many of these visitors will either walk or bike to the Property. Ample parking will also be available at the Property.

Transportation Element Objective 1.5 requires the City to identify and pursue strategies to reduce the vehicle miles traveled by establishing locations for compact, mixed-use development, increasing opportunities for job creation proximate to higher density residential, facilitating future opportunities for transit-oriented development and encouraging new developments to be connected by roadways, bikeways and pedestrian systems that encourage travel between neighborhoods and access to transit without requiring use of the major

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thoroughfare system. The 36 Granada PUD meets most of these objectives by providing redevelopment of an existing building, central to downtown and creating jobs within the area where people live and work. The Property is connected to downtown St. Augustine and Lincolnville by roadways, bikeways and pedestrian systems. The Property is already on trolley and other transit routes.

Recreation and Open Space Element Policy 4.1 requires certain residential developments to provide parks and recreational facilities, based on the number of proposed units. For development of 100 or more units, this parkland or open space must provide at least one (1) active recreational facility and one (1) passive recreational facility per 100 units. The 36 Granada PUD does not include residential development.

The Conservation and Coastal Management Element Goal is to protect and conserve natural areas, environmentally sensitive areas, natural vegetative communities, wildlife habitats, marine resources, federal and state listed species, and other renewable and non-renewable natural resources. The Property does not contain any environmentally sensitive lands, vegetative communities or wildlife habitats.

Conservation and Coastal Management Policy 2.1.1 requires the City to maintain three (3) Conservation Overlay Zones ("COZs"). Conservation Overlay Zone 1 allows passive recreation, wildlife preservation and conservation areas, green space, and fishing piers, boat docks, and other water dependent uses, including boat ramps and marinas. Conservation Overlay Zone 2 allows for all of the uses within Zone 1, as well as specialized, scenic or linear parks and boardwalks, off-street parking areas; and residential development, provided that they are (1) located so as to minimize impacts to Conservation Overlay Zone 1 vistas and scenic areas, and (2) densities are limited to those defined by the underlying Future Land Use Category. Conservation Overlay Zone 3 allows a variety of land uses and development subject to performance standard requirements governed by the City's Comprehensive Plan, including the underlying Future Land Use Category, and the City's land development regulations. The 36 Granada project is not subject to the Conservation Overlay zones.

The Infrastructure Element requires the provision of sanitary sewer, potable water and solid waste services to support intended development. The 36 Granada project is already connected to the City's existing sanitary sewer and potable water systems, and any modification to such connections will be at the expense of the Owners (in compliance with Capital Improvement Objectives 4 and 5), and the Owner will make improvements to the extent required solely for the project. The project will use water-wise Florida native landscaping and materials, minimizing irrigation and fertilizer. Native landscape species shall be verified by City staff. The project will also utilize City solid waste services. The Stormwater Management Sub-Element requires developments to provide their own stormwater management systems. As an existing facility the project is exempt from this provision.

Capital Improvement Element Objective 6 and Public School Facilities Element Goal 2 require the City to ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standards for public schools. This is not applicable to this project as there is no residential element.

6. For properties currently in the HP-1, HP-2, HP-3, HP-4 and HP-5 districts requesting rezoning to PUD, identification of the specific proposed benefits or enhancements to the property that promote the goals of these historic districts.

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Not applicable.

7. The need and justification for a rezoning to PUD or PUD amendment, including identification of each proposed development condition that would otherwise not be allowed under the existing zoning, including, but not limited to, maximum lot coverage, signage, setbacks, allowable zoning uses and uses by exception.

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The Owners desire to modify the rezone the Property to PUD in order to provide a more resilient and flood protected building in light of the significant redevelopment the building will undergo. development plan that meets current and future needs of the City for redevelopment in this area.

The following development standards shall apply to the Property:

Allowable uses: Allowable uses within the Property on Parcel 1 shall be approximately 7,400a maximum of 7,000 square feet of any of the uses permitted in CL1, with the addition of all alcohol sales (limited to service and consumption on premises in conjunction with a restaurant and a SRX liquor license). A standalone bar, tattoo shop and amplified music are not permitted. The locations of the proposed uses are depicted on the Master Development Plan,

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Exhibit "B". Parking shall comply with City Parking Code provisions.

a. Setbacks: The minimum building setbacks are as follows:

1. A minimum of zero (0) feet from each property line along Granada St. and Desoto Place.(existing setback)

2. The north side and rear (west) setbacks shall be ten (10) feet from the building to the adjacent property line. The parking in the rear of the building shall not require a setback or landscaping buffer as it is adjacent to the main parking.

b. Maximum building height: Buildings shall not exceed 35 feet in height.

c. Minimum lot size: None.

d. Minimum lot width: None.

e. Maximum lot coverage: 75 percent for the Parcel 1 Property.(existing)

f. Parking: Parking will be provided onsite and will meet the requirements of the City's 2020 Land Development Regulations

Parking among the various uses within the PUD will be shared. Parking is shown on the attached conceptual site plan. Primary access to parking shall be off Granada. The area labeled patio on the north side of the building may be converted to parking if required for final restaurant seating.

Parking will be provided in the existing surface lots on the Property. ~~Uses in the project is include intended for a~~ coffee shop, ~~artisan~~ bakery and ~~upscale~~ restaurants. Those uses have parking requirements that vary depending on time of day and day of the week.

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Signage: Project signage will be categorized as Commercial Zone 1, the requirements for which are set forth in Section 3-66(c) of the Code. Notwithstanding, the Owner shall paint the historic sign shown on the attached elevations on ~~one the west north~~ side of the building, which shall not be counted against the maximum number or square feet of signage permitted under the Code, because it is for historical and decorative purposes and does not advertise any business located in the building. The size, location and scope of this historic sign is shown on the attached elevations. Historic sign approximate dimensions are 11' wide and 6'6" high.

- g. Roads: No internal roads are being provided in the PUD.
- h. Sidewalks: No internal sidewalks are being provided in the PUD.
- i. Stormwater: Parcel 1 of the project is exempt from stormwater requirements as an existing facility with no additional impervious surfaces proposed. Parcel 2 will comply with City Code regarding stormwater requirements.
- j. Lighting: Project lighting shall comply with applicable Code provisions.
- n. Accessory Uses: Project accessory uses shall comply with applicable Code provisions.
- o. Temporary Uses: Project temporary uses shall comply with applicable Code provisions. Temporary offices and construction trailers shall be allowed on the Property during construction of any building and may be moved throughout the site if necessary but shall be removed within 30 days of issuance of a final Certificate of Occupancy by the City for the final building within the Property. Parking may be provided for the temporary offices and trailers in a temporary defined, but unpaved, area which meets applicable Code provisions.
- p. Utilities: Project will utilize existing utility connections to the extent permitted.
- q. Landscaping: A landscape plan is attached as a part of Exhibit "B".
- r. Tree Mitigation: Project tree removal and replacement will comply with applicable provisions of Code Chapter 25, Article III.

- s. Conservation Overlay Zone Development: None of the Property is within the Conservation Overlay Zone.

D. Compliance with the purpose and intent and criteria in Code Section 28-286.

The 36 Granada PUD complies with Code Section 28-286 by:

- ii. Promoting more efficient and economic use of land by offering redevelopment of an infill site with an existing building that is progressively deteriorating.

- b.k. Encouraging a more compatible and harmonious development of contiguous lands by creating uses that will enhance the sense of community/
e.l. Providing flexibility to meet changing needs, technologies, economics and consumer preferences in the Master Development Plan and this text;
d.m. Providing a process to assess a development's impact on the proposed site, the surrounding neighborhoods or areas, and the city as a whole;
e.n. Demonstrating the coordinating of architectural styles, building forms, and building relationships within a planned development, as well as, the planned development's relationship with the existing and preferred architectural context surrounding the project;
f.o. Providing an environment of consistent character compatible with the surrounding areas; and
g.p. Permitting specific limitations and requirements in excess of those included in other zoning districts, based on the unique characteristics of the individual site, where necessary to the public health, safety or welfare, or for the protection or preservation of lands, neighborhoods or areas of the city deemed unique or historic based on the proposed location of the planned development.

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9. E. Compliance with Code Section 28-288 and justification for any zoning uses.

As stated in Section C.4 hereof, the allowable uses within the Property shall be ~~approximately~~ ~~maximum of~~ 7,400 square feet of retail/commercial space including all uses allowed within CL1 zoning category in addition to allowing all alcoholic beverages to be served on-site and a current maximum 204 seats (250 seat limit with appropriate additional parking, see section 7.g) for all restaurants on the Property (combined). A master development plan depicting the locations of the proposed land uses is attached as **Exhibit "B", Master Development Plan**. The proposed uses are permitted in the FLUM designation for the Property.

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Development standards for the Property are set forth in Section C.3 hereof. These

standards will mitigate for any negative impacts of the development on surrounding lands.

Benefits to the community from the 36 Granada project include:

- a. Improvements to the streetscape of Granada St. and Desoto St. See Exhibit "B" for a proposed plan for the improvement, and a more attractive elevation on the north side of the building.
- b. Providing a redevelopment infill project of a deteriorating facility,
- c. Planting of Florida native landscaping and materials that minimize irrigation and fertilizer,
- d. Implementation of incentive based ride share program for employees to minimize auto traffic through adjoining neighborhoods,
- e. Use of pervious pavers for new parking areas,
- f. Eliminating one existing curb cut for better neighborhood walkability and installation of bicycle racks to encourage non car transportation,
- g. Utilizing existing infrastructure, at no cost to the City.
- h. Increasing the number of jobs available to City residents, thus allowing them to work locally, even within walking and biking distance from their homes.

10. The phasing of the PUD or PUD amendment, including all sub-phases; each phase addressing the types of approval required or obtained (i.e.: entry corridor, HARB, building plan, landscaping, etc.) and the proposed commencement and completion of such development according to the plans approved by such ordinance or other related permit.

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The 36 Granada project will be developed in one (1), three-year phase. Construction shall commence within one (1) year of the City Commission's adoption of this PUD Modification ordinance and shall be completed within two (2) years of commencement. For purposes of this PUD, "commencement" shall be defined as the City's approval of building permits, and "completion" shall be defined as the City's approval of a certificate of occupancy.

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11. Identification of the legally responsible entity or entities for continuing operations and maintenance to such areas, functions and facilities as are not to be provided, operated or maintained by the city pursuant to written agreement.

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The Owners will record one or more access and utility easement and maintenance agreements against title to their respective lands to ensure for the continuing operation and maintenance of project infrastructure.

12. A termination date after which the PZB shall be required to evaluate whether all or part of the PUD has been abandoned by failure to timely commence and complete development of all or part of the phases of the PUD as identified pursuant to subsection (6) or other circumstances have contributed to the development delay, if so, one (1) year extension(s) may be granted by the PZB at an advertised public hearing, after two (2)

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such extensions if no activity has been initiated the city commission shall deem the PUD abandoned which shall act as a reversion of the zoning to its pre-PUD zoning district for the areas not in compliance with the phasing schedule.

If not timely commenced and completed pursuant to Section 11 above, this PUD shall terminate 3 years from its adoption by the City Commission unless otherwise extended or amended pursuant to the Code or Florida law.

13.5. If a reversion to pre-PUD zoning district pursuant to subsection (8) would otherwise be inconsistent with the Comprehensive Plan in effect at the time of the reversion, said reversion shall not become effective unless a Comprehensive Plan amendment is duly adopted.

The proposed PUD is consistent with the underlying future land use designation of the Property.

14.6. An infrastructure impact analysis or equivalent impact analysis to clearly outline the project's potential impact on transportation networks, circulation patterns, and infrastructure of the city.

The proposed PUD will not significantly impact public facilities. By redevelopment of an existing building the proposed uses will maintain existing connections to city infrastructure and will not affect circulation patterns or transportation networks. Therefore an impact analysis is not required for this project.

15.7. A signed statement voluntarily acknowledging and binding the applicant(s), property owner(s), and each of their successors in title, to every commitment made in their application and at hearing relating to the rights, terms, conditions and limitations of the PUD text narrative and final site development plan, including but not limited to the phasing, termination and reversion clauses.

See Section E hereof.

C. Performance Standards (Code Section 28-291).

The Performance Standards of Code Section 28-291 only apply to residential and mixed use developments. The 36 Granada PUD does not include residential development.

D. Performance Standards (Code Section 28-292).

Standards and criteria for redevelopment and infill PUD developments

1. General development patterns. The proposed PUD will maintain the existing building while enhancing the streetscape and architectural appeal of the building. In doing so it shall respect the existing development patterns and provide for compatibility within the existing area. The architectural and landscape enhancements will contribute significantly to the area and increase the value of the surrounding area.

2. Contributions to existing community. The proposed PUD will demonstrate consideration for the existing neighborhoods and street patterns by not changing or impacting either. The building shall remain substantially as it has for over 100 years, but with aesthetic and architectural improvements. Parking, via a driveway off of Granada St, will be provided in the rear of the building (in an area already used for parking) to limit impact on pedestrian access and remain consistent with other commercial uses along Granada St. The PUD will be consistent with the character and history of this area. The uses proposed will be designed to create a unique sense of place with appropriate design, massing, screening and architectural techniques as demonstrated on the attached renderings.

3. Redevelopment and infill projects. The existing building, while old, is structurally sound and does not warrant demolition. Significant exterior improvements will be made, primarily for aesthetic purposes. Further, significant interior improvements will be made to maximize use and aesthetic value and to bring the existing facility up to current code and health standards. Detailed drawings of the existing and new streetscape are attached. By placing the parking in the rear off of Granada St., impacts to the pedestrian nature of Granada St. will be minimized. The site is already cleared and tree removal is not required.

E. Ownership Agreement.

The Owners, on behalf of themselves and their successors and assigns, hereby agree and stipulate to proceed with the proposed development in accordance with the PUD ordinance for this application as adopted by the City of St. Augustine City Commission. The Owners also agree to comply with all conditions and safeguards established by the St. Augustine City Commission with respect to this Planned Unit Development application.

36 Granada LLC,
a Florida limited liability company

By: _____
Name: _____
Title: _____
Date: _____

Exhibit "A"

Legal Description of the Property

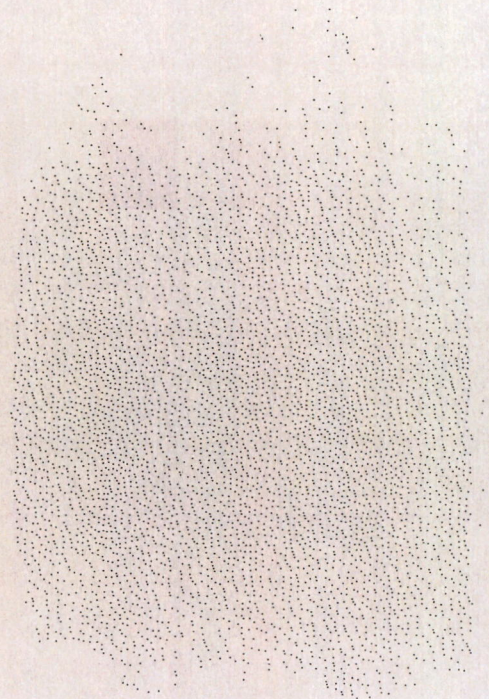
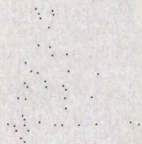
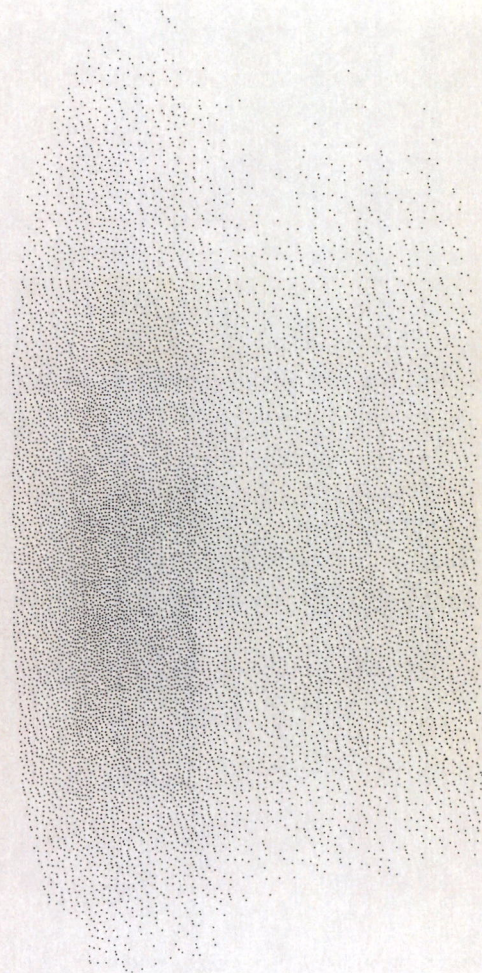
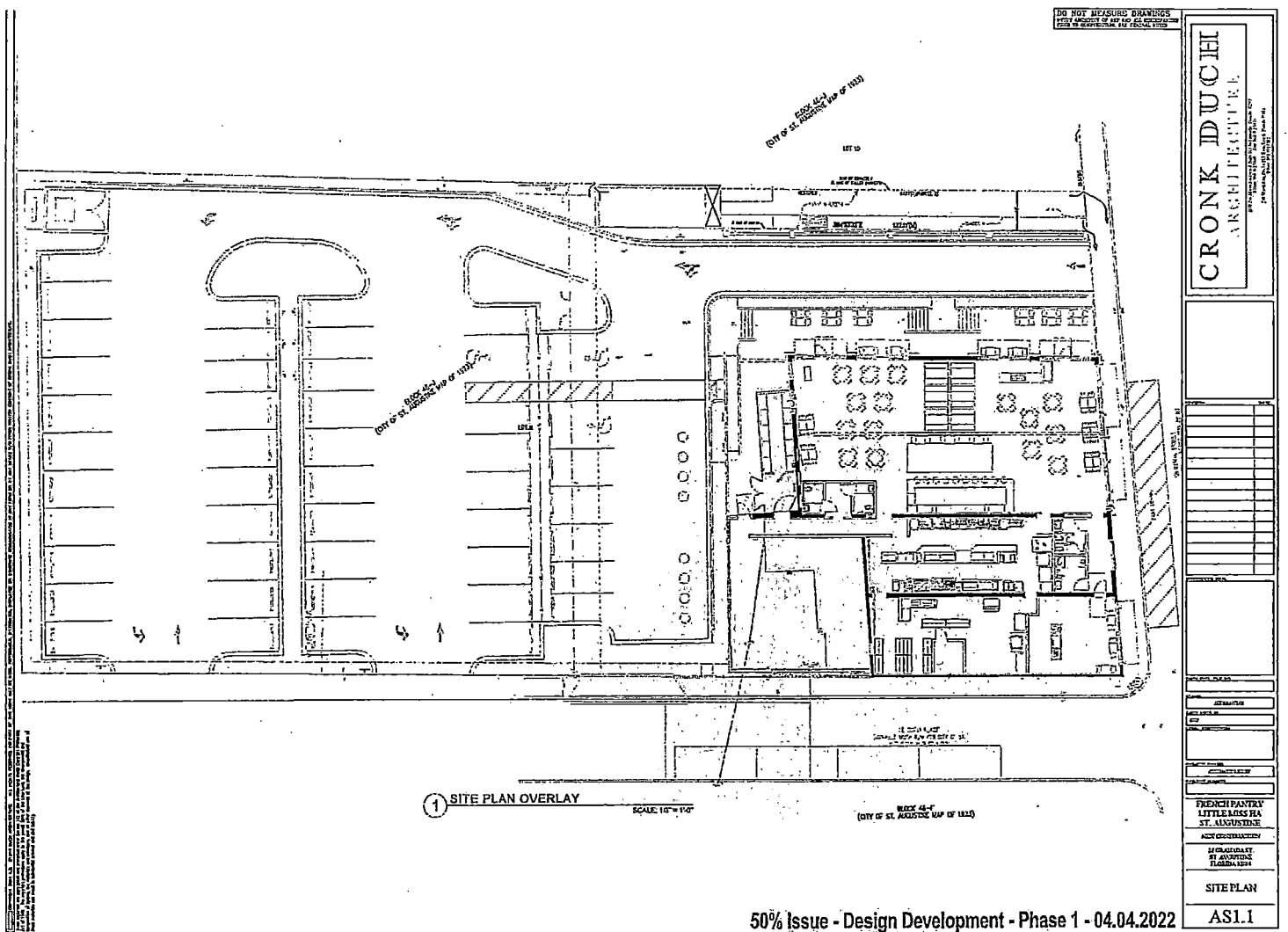


EXHIBIT B

Site Plan

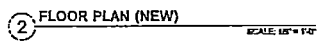
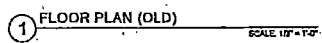




50% Issue - Design Development - Phase 1 - 04.04.2022

CRONK IDWCH
ARCHITECTURE

2000 Island Road, Suite 100, San Francisco, CA 94134
(415) 763-7639 Fax: (415) 763-7638
© 1998 Cronk IDWCH Architects, Inc.
All Rights Reserved



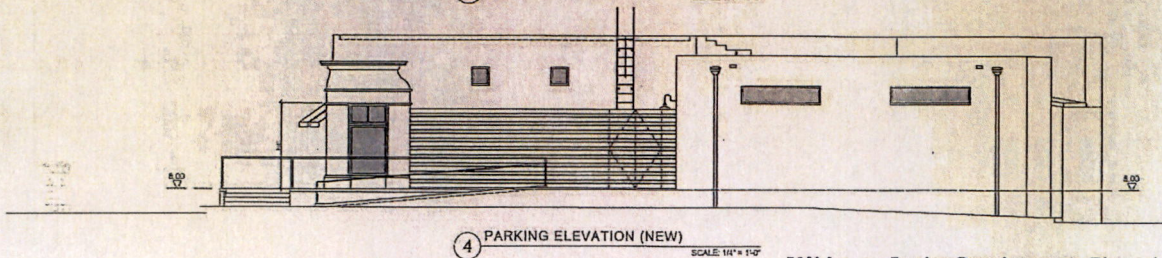
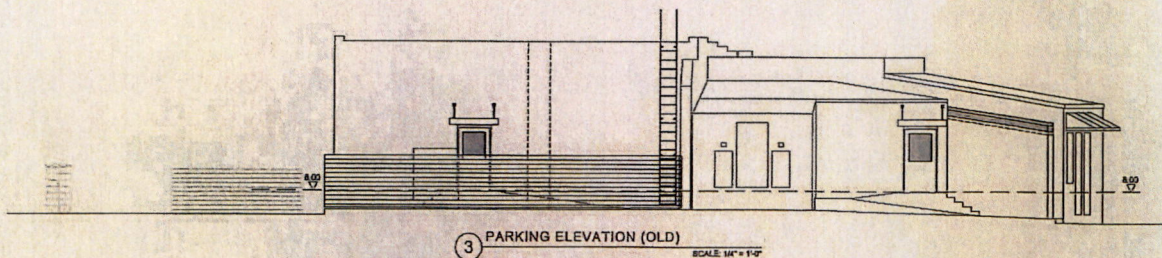
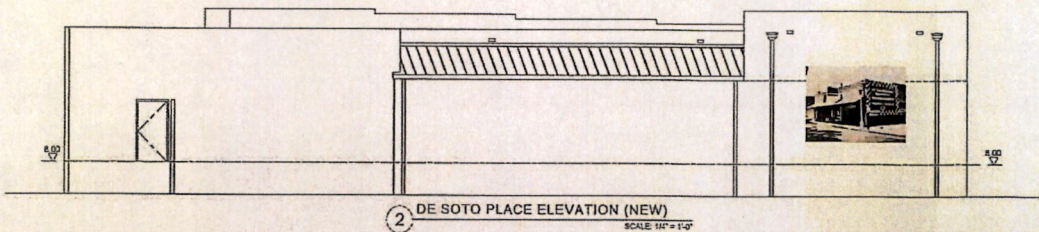
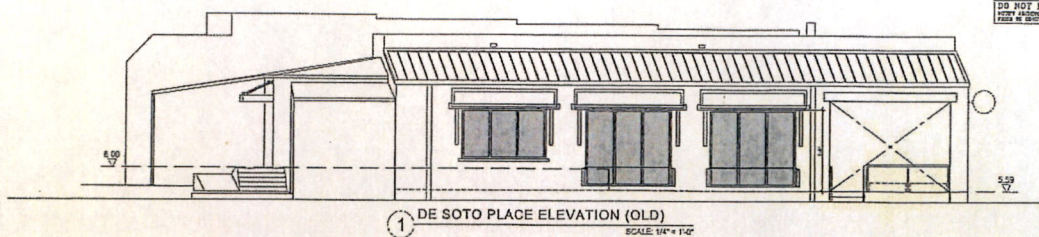
**FRENCH PANTRY
LITTLE MISS HA
ST. AUGUSTINE**

NEW CONSTRUCTION

**11600 MAGNANT
ST AUGUSTINE
FL 32084**

**FLOOR
PLANS**

A1.1



DO NOT MEASURE DRAWINGS
VERIFY DIMENSIONS BY APV AND ALL DIMENSIONS
FROM A BOUNDARY LINE OR CORNER POINT

CRONK DUCHI
ARCHITECTURE
1000 N. W. 10th Ave. Suite 100
Fort Lauderdale, FL 33304
Phone: 954.561.1234
Fax: 954.561.1235
www.cronkduchi.com

NO.	DESCRIPTION	DATE
1	REVISION	
2	REVISION	
3	REVISION	
4	REVISION	
5	REVISION	
6	REVISION	
7	REVISION	
8	REVISION	
9	REVISION	
10	REVISION	

PROJECT NAME	FRENCH PANTRY
PROJECT ADDRESS	LITTLE MISS HA ST. AUGUSTINE
PROJECT CITY	ST. AUGUSTINE
PROJECT STATE	FLORIDA
PROJECT ZIP	32080
PROJECT OWNER	NEW CONSTRUCTION
PROJECT ARCHITECT	CRONK DUCHI ARCHITECTURE
PROJECT ENGINEER	

FRENCH PANTRY
LITTLE MISS HA
ST. AUGUSTINE
NEW CONSTRUCTION
34 GRANDA ST.
ST. AUGUSTINE
FLORIDA 32080
ELEVATIONS

A2.2

50% Issue - Design Development - Phase 1 - 04.04.2022

**SOUTHERN
GROUNDS**
ALDER & OAK
21 AUGUSTINE, FLORIDA



Digitally signed
by Ladd Roberts,
FLA LWD
Date: 2022.04.07
17:47:05 -04'00'

**NEW
LANDSCAPE PLAN**

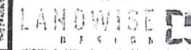
DATE: 4.7.22

REVISIONS
1. Change 2. Change

**APPROVAL
DOCUMENTS**

SHEET NAME-R
L-1

JOB #: 21-007 DRAWN BY: LBR
THIS DOCUMENT IS THE PROPERTY OF SOUTHERN GROUNDS, INC. AND IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF SOUTHERN GROUNDS, INC.

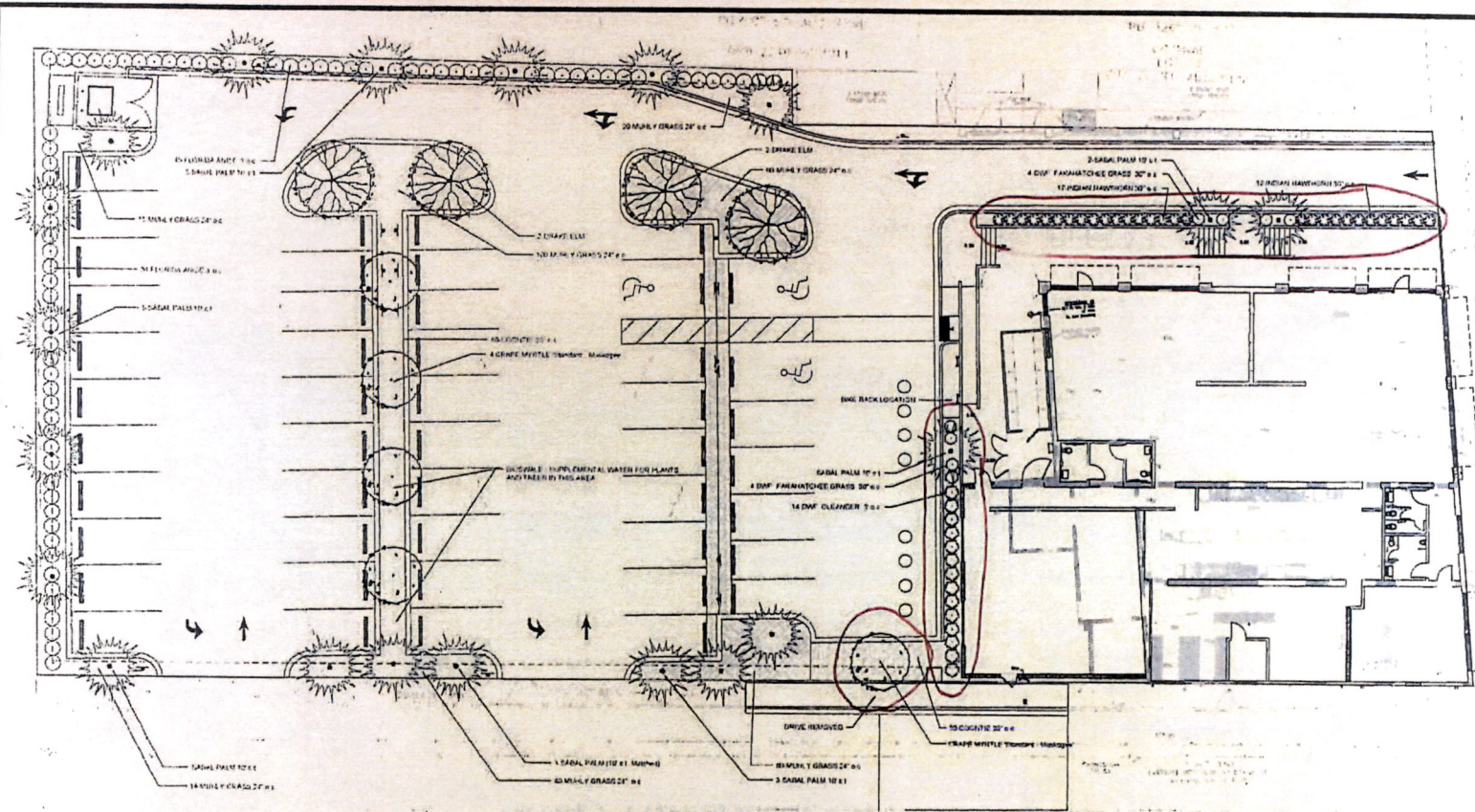


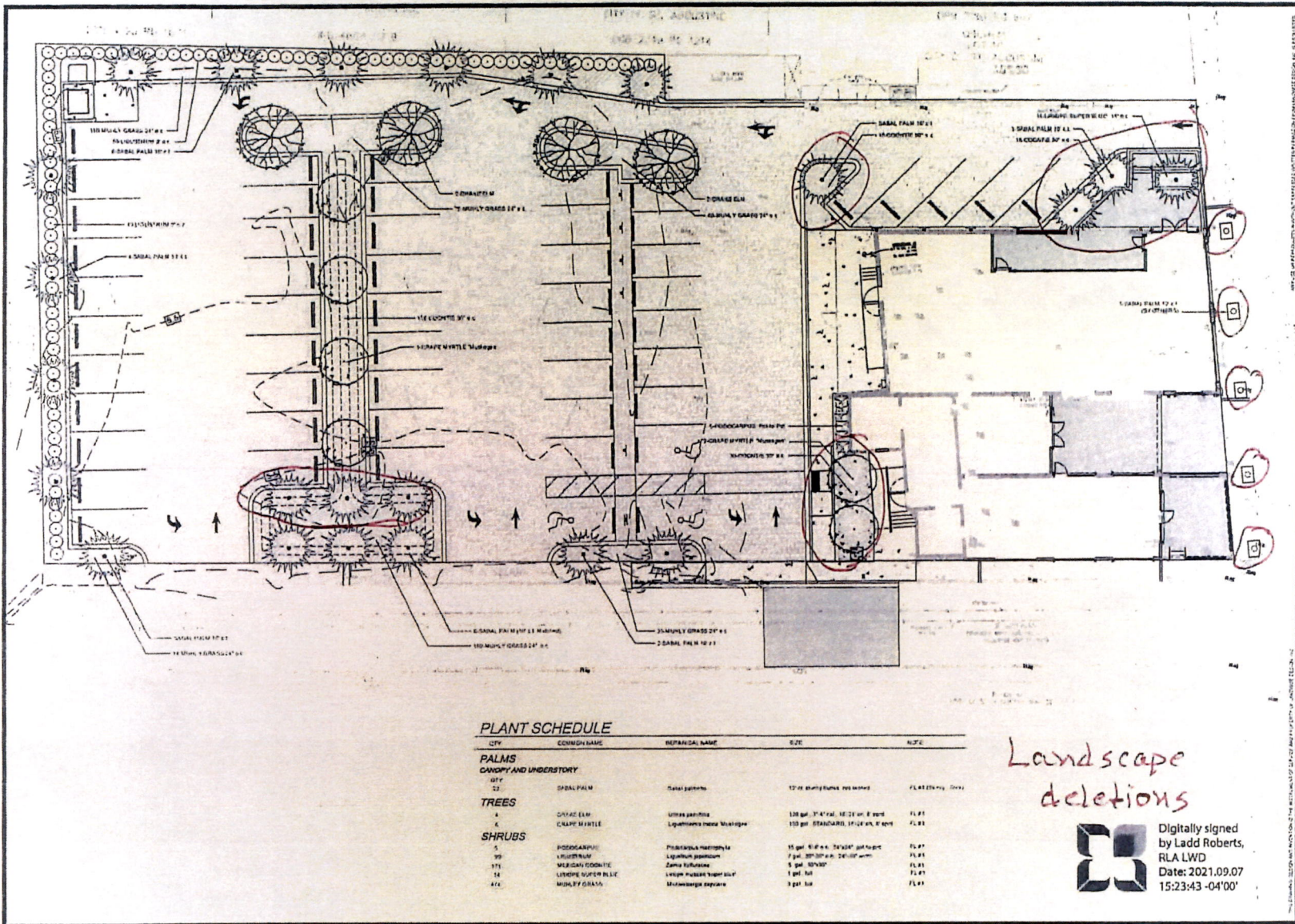
**Landscape
additions**

PLANT SCHEDULE

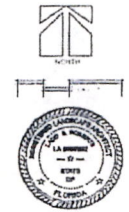
QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	NOTE
PALMS				
CANOPY AND UNDERSTORY				
20	SABAL PALM	Sabal palmetto	10 in. canopy/10 ft. height	NATIVE - FL #1 (clumpy) - 10 ft
TREES				
4	ORANGE ELM	Liriodendron tulipifera	100 gal. 2 1/2" dbh. 18' 2" ht. 8" spread	NATIVE - FL #1
5	CRAPPE MYRTLE	Myrtalegia myrsinoides	100 gal. 4" dbh. 10' 1" ht. 10' 1" spread	FL #1
SHRUBS				
18	DWARF CLELANDER	Fraxinus viridis Dwarf	3 gal. 20" x 1" 24" 3" dbh	FL #1
41	FLORIDA NISS	Fraxinus viridis	3 gal. 24" 30" x 1" 24" 3" dbh	NATIVE - FL #1
90	AMERICAN LONCHIE	Zamia floridana	3 gal. 30" 30" 30"	NATIVE - FL #1
200	FLORIDA PAMPHLET GRASS	Trachypogon daniellii	3 gal. 1/2"	NATIVE - FL #1
20	FLORIDA PAMPHLET GRASS	Trachypogon daniellii	3 gal. 1/2"	NATIVE - FL #1

NOTE: BY QUANTITY, 81.7% OF THE PROPOSED LANDSCAPE MATERIAL IS NATIVE.
ALL PLANT MATERIAL TO BE WATERED VIA AUTOMATIC IRRIGATION SYSTEM UNTIL ESTABLISHED. AFTER ESTABLISHMENT, THE SYSTEM SHALL BE UTILIZED TO PROVIDE SUPPLEMENTAL WATER, DURING PERIODS OF EXTREME HEAT OR DROUGHT TO KEEP THE PLANTS HEALTHY AND VIGOROUS.





**SOUTHERN
GROUNDS**
ALDER & OAK
ST AUGUSTINE, FLORIDA



**CURRENT
LANDSCAPE PLAN**

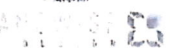
DATE: 9.7.21

**APPROVAL
DOCUMENTS**

L-1

Digitally signed
by Ladd Roberts,
RLA LWD
Date: 2021.09.07
15:23:43 -04'00'

JOHN R. 21007 DRAWING: LWD
This drawing is the property of Ladd Roberts, RLA LWD. It is to be used only for the project and site for which it was prepared. It is not to be reproduced, copied, or used for any other purpose without the written consent of Ladd Roberts, RLA LWD.



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: June 16, 2022

RE: **Ordinance 2022-19 – Amending the Future Land Use Designation of 63 West Avenue from Residential Medium Density/Mixed Use to Commercial Medium Intensity – First Reading**

The property at 63 West Avenue is a .14 acre parcel that is east of Highway US 1 (South Ponce de Leon Boulevard) and east of West Avenue. The property is adjacent to commercial property to the north, west, and south as well as a residential property. This property was part of the River's Edge PUD that was never developed, and which expired in 2008.

The River's Edge PUD contained 9 individual properties (within 11 parcels) and 4 of these properties have gone through the land use plan amendment process. The remaining properties within the expired River's Edge PUD include the River's Edge Marina and several residential properties. The City Commission directed staff to send correspondence to the remaining property owners within the expired PUD to inform them of their zoning status. This application is in response to that letter.

The city's Future Land Use Map (FLUM) identified Residential Medium Density/Mixed Use as the land use category for the 63 West Avenue. The owner has requested to change the land use to the Commercial Medium Intensity land use category. An application to rezone the property to Commercial Medium-two (CM-2), which is consistent with the proposed land use category has also been submitted. The owner has not presented any specific development plans for the property.

On June 7, 2022, the Planning and Zoning Board (PZB) made a positive recommendation to amend the future land use of 63 West Avenue from Residential Medium Density/Mixed Use to Commercial Medium Intensity. Attached you will find the Ordinance, and legal description, a map illustrating the requested change, and the packet of information regarding this application and the compatible rezoning provided to the PZB.

Please place Ordinance 2022-19 on the City Commission agenda for first reading.

If you have any questions, please let me know.



Amy McClure Skinner, AICP
Director, Planning and Building Department

ORDINANCE NO. 2022-19

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION OF APPROXIMATELY 0.14 ACRES OF PROPERTY LOCATED AT 63 WEST AVENUE IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT DESIGNATION OF RESIDENTIAL MEDIUM DENSITY/MIXED USE TO A DESIGNATION OF COMMERCIAL MEDIUM INTENSITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Augustine, Florida finds that all legal requirements have been met, a public hearing has been held and the Planning and Zoning Board has recommended that a parcel of property containing approximately 0.14 acres of land, located at 63 West Avenue (PIN #119480 0000), being more fully described herein, that the property's Future Land Use Map (FLUM) designation should be amended from Residential Medium Density/Mixed Use to Commercial Medium Intensity;

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

Section 1 Amending Comprehensive Plan, Future Land Use Map.

The following described property, containing approximately 0.14 acres located at 63 West Avenue in the City of St. Augustine, and identified on the Future Land Use Map (FLUM) of the city's Comprehensive Plan 2040 as Residential Medium Density/Mixed Use, is hereby amended to the classification of Commercial Medium

Intensity. This property is also known as Parcel #119480 0000, and as more fully described in the attached legal description.

Section 2 Authorization. The City Planning and Building Director is hereby authorized and directed to amend the Future Land Use Map (FLUM) of the City's Comprehensive Plan for the City of St. Augustine, Florida to reflect the FLUM amendment of the above-described land.

Section 3 Repeal of Conflicting Ordinances and Provisions of Comprehensive Plan. All ordinances or parts of ordinances in conflict herewith are hereby repealed. The remaining portions of said Comprehensive Plan for the City of St. Augustine, Florida and any associated ordinances which are not in conflict with the provisions of this ordinance shall remain in full force and effect.

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

Section 5. Effective Date. This ordinance shall be effective thirty-one (31) days after adoption or, if challenged within thirty (30) days after adoption, effective upon issuance of a final order by the Department of Economic Opportunity or the Administration Commission.

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

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

This instrument was prepared by:

Nick Asselta
Action Title Services of St. Johns County, Inc.
3670 US 1 South, Suite 110, St. Augustine, Florida 32086
File Number: 18236
Consideration: \$272,222.00
Documentary Stamps Paid: \$1,906.10

This Warranty Deed

Made this August 6, 2020 A.D. By

Ella Mae Warrell and Horace David Higginbotham and George Alvin Higginbotham and Gerald E. Simms and Randa Walker and Karin Daniel and Kristan Hundley and Shannon St. Clair and Rita M. Tobey and Erminio Cruz hereinafter called the grantor,
to Wild Bill's Investments, LLC, a Florida limited liability company, whose post office address is: 3964 Sea Eagle Circle, St. Augustine, FL 32086, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that Grantor, for the sum of Ten Dollars and no cents (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee the following described property:

Lots Sixty-three (63) and Sixty-five (65) of Block "F" of Wildwood Park Company's Subdivision in the Southeast portion of the Avicé and Veil Grant, in Section Thirty-seven (37), Township Seven (7) South of Range Thirty (30) East, as per plat of same recorded in Plat Book 1, page 133, St. Johns County Records.

AND

Lots Sixty-seven (67), Sixty-eight (68) and Sixty-nine (69) of Block "F" of Wildwood Park Company's Subdivision in the Southeast portion of the Avicé and Veil Grant, in Section thirty-seven (37), Township Seven (7) South of Range Thirty (30) East, as per plat of same recorded in Plat book 1, Page 133, and amended in Plat book 3, Page 15, St. Johns County, Florida.

Parcel ID Number: 119480-0000 & 119510-0000

Grantor warrants that said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon as defined by Article X, Section 4 of the Florida Constitution, nor is it adjacent to or contiguous with any of his/their homestead(s) and that the property described herein is not now, nor has it ever been, the primary residence/homestead of the owner or the owner's spouse or dependent child, if any.

In addition, the property is not contiguous to such persons' homestead, which is located at:

Ella Mae Warrell: 31017 Calles Maxmillian, Los Fresnos, TX 78566
Horace David Higginbotham: 308 Palm Blvd., Laguna Vista, TX 78578
George Alvin Higginbotham: 521 Palm Blvd., Laguna Vista, TX 78578
Gerald E. Simms: 520 Thomas Street, St. Augustine, FL 32084
Randa Walker: 8985 Normandy Blvd., Lot 34, Jacksonville, FL 32221
Karin Daniel: 520 Thomas Street, St. Augustine, FL 32084
Kristan Hundley: 520 Thomas Street, St. Augustine, FL 32084
Shannon St. Clair: 865 N. Bonsai Ln, Meridian, ID 83642
Rita M. Tobey: 405 E. 17th Street, Kannapolis, NC 28083
Erminio Cruz: 32113 FM 803, Los Fresnos, TX 78566

[signature page to follow]

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO covenants, restrictions, easements, limitations and reservations of record, if any. However, this reference does not reimpose same. Subject to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes and assessments accruing subsequent to December 31, 2019.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

[1] Nick Asselta

Witness Printed Name: Nick Asselta

[2] Craig M. Herzog

Witness Printed Name: Craig M. Herzog
State of FLORIDA
County of ST. JOHNS

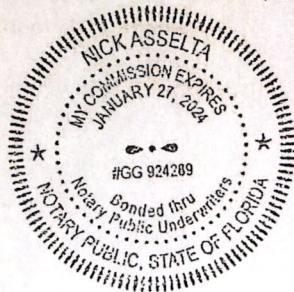
Gerald E. Simms (Seal)
Gerald E. Simms
Address: 520 Thomas Street, St. Augustine, FL 32084

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 06, 2020, by Gerald E. Simms. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

Nick Asselta
Notary Public
Print Name: Nick Asselta
My Commission Expires: 1/27/2024

(NOTARY SEAL)



In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

[1] Nick Asselta

Witness Printed Name: Nick Asselta

[2] Craig M. Herzog

Witness Printed Name: Craig M. Herzog
State of FLORIDA
County of ST. JOHNS

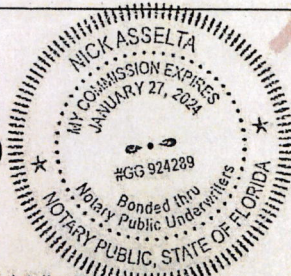
Randa Walker (Seal)

Randa Walker
Address: 8985 Normandy Blvd., Lot 34, Jacksonville, FL 32221

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 5, 2020, by Randa Walker. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

(NOTARY SEAL)



Nick Asselta
Notary Public
Print Name: Nick Asselta
My Commission Expires: 1/27/2024

Signed, sealed and delivered in our presence:

[1] Karin Daniel

Witness Printed Name: Nick Asselta

[2] Craig M. Herzog

Witness Printed Name: Craig M. Herzog
State of FLORIDA
County of ST. JOHNS

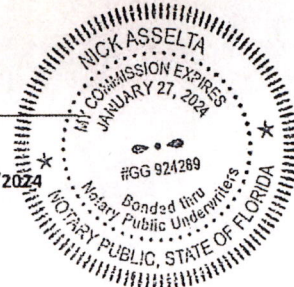
Karin Daniel (Seal)

Karin Daniel
Address: 520 Thomas Street, St. Augustine, FL 32084

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 5, 2020, by Karin Daniel. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

(NOTARY SEAL)



Nick Asselta
Notary Public
Print Name: Nick Asselta
My Commission Expires: 1/27/2024

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

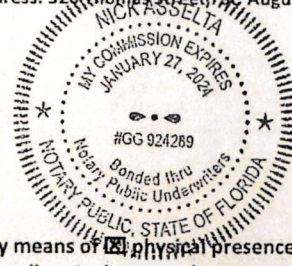
[1] Nick Asselta

Witness Printed Name: Nick Asselta

[2] Craig M. Herzog

Witness Printed Name: Craig M. Herzog
State of FLORIDA
County of ST. JOHNS

Kristan Hundley (Seal)
Address: 520 Thomas Street, St. Augustine, FL 32084

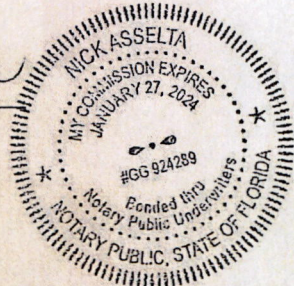


The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 12, 2020, by Kristan Hundley. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

Nick Asselta
Notary Public
Print Name: Nick Asselta
My Commission Expires: 1/27/2024

(NOTARY SEAL)



In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

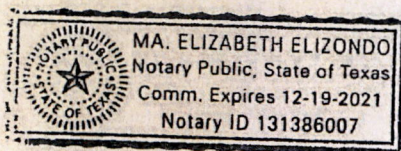
(1) Virginia P. Gil
 Witness Printed Name Virginia P. Gil
 (2) Vilma B. Noyola
 Witness Printed Name Vilma B. Noyola

✓ Ella Mae Warrell (Seal)
 Ella Mae Warrell
 Address: 31072 Calle Maximilian
LOS FRESNOS TX 75566
 ✓ Horace David Higginbotham (Seal)
 Horace David Higginbotham
 Address: 308 Palm Blvd
Laguna Vista TX 78578
 ✓ George Alvin Higginbotham (Seal)
 George Alvin Higginbotham
 Address: 521 Palm Blvd
Laguna Vista TX 78578

{ State of Texas
 County of Cameron

{ The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 03, 2020, by Ella Mae Warrell and Horace David Higginbotham and George Alvin Higginbotham. Such person (notary must check applicable box):

- { ☐ is / are personally known to me.
☐ produced a current Florida Driver's license as identification.
☒ produced a current Texas DL as identification.



(NOTARY SEAL)

✓ Ma. Elizabeth Elizondo
 Notary Public
 Print Name: Ma. Elizabeth Elizondo
 My Commission Expires: 12-19-2021

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

[1] Sherry W. Beaver

Witness Printed Name Sherry W. Beaver

[2] Tammy Durant

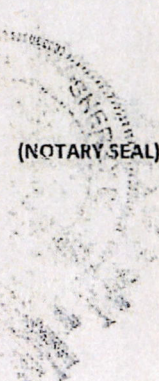
Witness Printed Name Tammy Durant

State of NC
County of Cabarrus

Rita M. Tobey (Seal)
Rita M. Tobey
Address: 405 E. 17th St.
Kennapolis, NC 28083

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 4th, 2020, by Rita M. Tobey. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☐ produced a current Florida Driver's license as identification.
☒ produced NC DL 0000 3514 5031 as identification.



Sherry W. Beaver
Notary Public
Print Name: Sherry W. Beaver
My Commission Expires: 9-6-23

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

(1) [Signature] (Seal)
Shannon St. Clair
Address: 865 N Bonsai Ln
Meridian, ID 83642

Witness Printed Name Alison B. Hakeem

(2) [Signature]

Witness Printed Name Joshua Snyder

State of Idaho
County of ADA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 5, 2020, by Shannon St. Clair. Such person (notary must check applicable box):

☐ is / are personally known to me.
☐ produced a current Florida Driver's license as identification.
☒ produced Idaho Driver's license as identification.

ANTHONY MATTHEWS
COMMISSION NUMBER 20182137
(NOTARY PUBLIC)
State of Idaho
My Commission Expires 10/29/2024

[Signature]
Notary Public
Print Name: ANTHONY MATTHEWS
My Commission Expires: 10-29-2024

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

(1) Virginia P. Gil

Witness Printed Name Virginia P. Gil

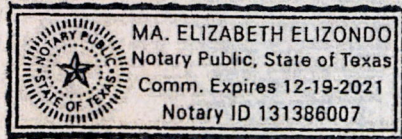
(2) Vilma B. Noyola

Witness Printed Name Vilma B. Noyola

State of Texas
County of Cameron

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 03, 2020, by Erminio Cruz. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☒ produced Current TX DL as identification.



(NOTARY SEAL)

Erminio Cruz (Seal)
Erminio Cruz
Address: 32113 FM 803
Los Fresnos, TX 78566

MA. ELIZABETH ELIZONDO
Notary Public
Print Name: MA. ELIZABETH ELIZONDO
My Commission Expires: 12-19-2021

FUTURE LAND USE MAP

119480-0000 and 119510-0000



BEFORE THE
PLANNING AND ZONING BOARD FOR THE
CITY OF ST. AUGUSTINE, FLORIDA

TYPE OF REQUEST:

- | | |
|--|--|
| ☐ Appeal | ☐ Preliminary Subdivision Plat Approval |
| ☐ Conservation Overlay Zone Development | ☐ PUD Modification/Amendment |
| ☐ Use by Exception | ☒ Rezoning |
| ☐ Final Development Plan | ☐ Variance |
| ☒ Land Use Plan Amendment | ☐ Other Click here to enter text. |

IN THE MATTER OF:

Case No.: 2022-0028
Applicant: Courtney P. Gaver c/o Rogers Towers, P.A.
Owner: Wild Bill's Investments, LLC
Address: 63 & 65 West Avenue
Parcel Number: 1194800000 and 1195100000

RE: Request to amend the current land use of Residential Medium Density Mixed Use to Commercial Medium Intensity and to rezone the property from an expired Planned Unit Development (PUD) to the Commercial medium-two: CM-2 zoning district.

THE PLANNING AND ZONING BOARD HAS HEARD TESTIMONY AND EXAMINED EVIDENCE AT A PUBLIC HEARING HELD ON JUNE 7, 2022, AND BASED ON THE TESTIMONY AND EVIDENCE, THE BOARD HAS DETERMINED AS FOLLOWS:

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. Applicant is the legal owner, occupant, and/or representative of the owner/occupant of the subject property and duly submitted an application with the owner's knowledge, and was duly notified of the hearing, in accordance with Chapter 28 of the Code of the City of St. Augustine. The applicant and/or representative ☒ was present at the June 7, 2022 Planning and Zoning Board meeting and testified under oath, or ☐ was not present.
2. A public hearing was held, with notice given as required by law, and ☒ members of the public testified under oath, or ☐ no members of the public spoke on this issue.
3. The subject property has a land use designation of Residential Medium Density Mixed Use and a zoning classification of expired Planned Unit Development (PUD).
4. The above-described Rezoning and Comprehensive Land Use Plan Amendment is subject to Section 28-30 of the Code of the City of St. Augustine.

ORDER:

Based upon the evidence presented, the Planning and Zoning Board determined that the requested action **MEETS** / **DOES NOT MEET** the requirements of Section 28-30, City of St. Augustine Code, and **APPROVES** / **DENIES** / **CONTINUES** the Applicant's request to amend the current land use of Residential Medium Density Mixed Use to Commercial Medium Intensity and to rezone the property from an expired Planned Unit Development (PUD) to the Commercial medium-two: CM-2 zoning district.

Subject to the following conditions:

- Recommend land use plan amendment
- Recommend Rezoning
- _____
- _____
- _____
- _____
- _____
- _____

DONE AND ORDERED, at a public hearing on the 7 day of June, A.D., 2022, in the Alcazar Room, 75 King Street, St. Augustine, Florida.

2022-0028 REQUEST **APPROVED** / DENIED / CONTINUED

Sign Name

Michael Davis

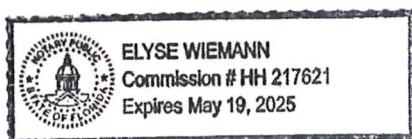
Print Name

PLANNING AND ZONING BOARD
CITY OF ST. AUGUSTINE, FLORIDA

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, Michael Davis, by means of ☒ physical presence or ☐ online notarization, who is personally known to me and who is the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed.

Witness my hand and official seal, this 7th day of June, A.D., 2022.



Elyse Wiemann
Notary Public, State of Florida

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

TO: Planning and Zoning Board

DATE: June 7, 2022

RE: **COMPREHENSIVE PLAN LAND USE PLAN AMENDMENT
AND REZONING 2022-0028**

AGENDA ITEM	8(a)
APPLICANT	Courtney P. Gaver c/o Rogers Towers, P.A.
OWNER	Wild Bills's Investments, LLC
LOCATION	63 West Avenue / PID 119480-0000 65 West Avenue / PID 119510-0000
REQUEST	To amend the current land use of Residential Medium Density Mixed Use to Commercial Medium Intensity and to rezone parcels at 63 & 65 West Avenue from an expired Planned Unit Development (PUD) to Commercial Medium-Two (CM-2).
CURRENT LAND USE	Residential Medium Density/Mixed Use
CURRENT ZONING	Expired Planned Unit Development (PUD)
PROPOSED LAND USE	Commercial Medium Intensity
PROPOSED ZONING	Commercial medium-two (CM-2)

APPLICABLE CODES/ORDINANCES FOR COMPREHENSIVE PLAN AMENDMENTS
AND REZONINGS

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

(c) *Nature and requirements of board report.* The report and recommendations to the city commission as required by subsection (d) below shall show that the board has studied and considered:

(1) The need and justification for the change.

- (2) The relationship of the proposed amendment or rezoning to the city's general planning program and such comprehensive plans as may from time to time be adopted by the city commission.
- (3) Consistency with the comprehensive plan.
- (d) *Board report to commission.* If the board recommends approval of the amendment or rezoning, the board shall forward its recommendation and report to the city commission.

The report and recommendation of the board shall be advisory only and shall not be construed to be binding upon the city commission. If the board recommends denial of the amendment or rezoning, the property owner or other person aggrieved may proceed with an appeal to the city commission pursuant to section 28-29(g) of the City Code.

Comprehensive Plan Land Use Plan Amendment

The current Comprehensive Plan land use designation of the property at both 63 and 65 West Avenue is Residential Medium Density/Mixed Use. This land use was consistent with a Planned Unit Development (PUD) that has subsequently expired.

The applicant is requesting to change the land use designation back to the previous designation of Commercial Medium Intensity.

The Residential Medium Density/Mixed Use category is defined in the Future Land Use Element of the 2040 Comprehensive Plan and outlined below:

FLUE Policy 6.4.6

Residential Medium Density Mixed Use

This district is intended to apply to those neighborhoods designated for mixed residential and commercial uses so as to create a medium intensity residential and medium intensity commercial mix of uses. A maximum of fifty percent (50%) of the Residential Medium Density Mixed Use land use designation shall be allocated for nonresidential uses. Nonresidential uses shall be limited to low intensity industrial (light manufacturing, processing, packaging and fabricating), medium intensity commercial, public and institutional uses including schools consistent with the Public Schools Facilities Element, recreation and Open Land (Conservation) as appropriate. Low intensity industrial uses shall not be permitted near public schools unless a trade or technical school.

For Residential Uses a maximum of 16 units per acre; public and institutional uses are limited to the density and intensity of the most restrictive adjacent land use.

To encourage mixed use developments:

- Residential uses shall occupy a minimum of 40% and a maximum of 75% of the development area, unless otherwise approved by the PZB.

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

- Commercial uses shall occupy a minimum of 35% and a maximum of 50% of the development area, unless otherwise approved by the PZB.

The Commercial Medium Intensity category is defined in the Future Land Use Element of the 2040 Comprehensive Plan and outlined below:

FLUE Policy 6.5.2

Commercial Medium Intensity

This district is intended to apply where adequate traffic circulation capacity is available to provide medium intensity automotive oriented commercial and service uses and related facilities, and to areas where adequate lot depth is available to provide meaningful development for service-oriented automotive uses, tourist accommodations, attractions and supporting facilities. Appropriate uses may include recreation, public and institutional uses, Open Land (Conservation), multi-family, and residential or non-residential mixed uses.

Residential Uses Single or multi-family units to a maximum of 16 units per acre.

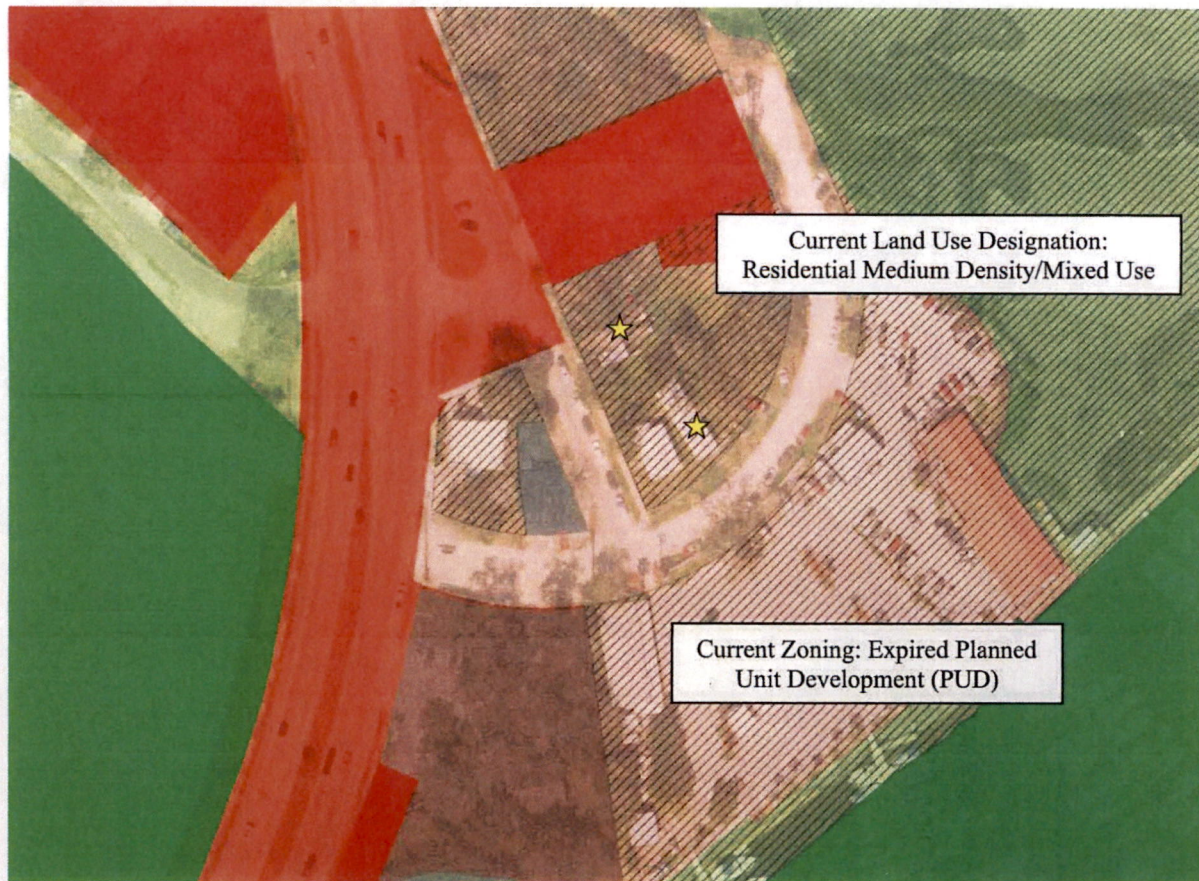
- Not more than fifty percent (50%) of the Commercial Medium Intensity designation shall be permitted for residential use. Other uses maximum lot coverage of 70%; maximum height restriction of 35 feet.

To encourage mixed use developments:

- Residential uses included in mixed use developments shall occupy a minimum of 25% and a maximum of 50% of the development area, unless otherwise approved by the PZB.
- Commercial uses included in a residential mixed-use development shall occupy a minimum of 30% and a maximum of 70% of the development area, unless otherwise approved by the PZB.
- Mixed use commercial projects are encouraged.

Rezoning

The current Zoning designation of the property at both 63 and 65 West Avenue is an expired Planned Unit Development (PUD). No development of the property can proceed unless the property is rezoned to a new PUD or another zoning category that is consistent with the Comprehensive Plan land use designation. If the property remains Residential Medium Density Mixed Use the zoning districts that are considered compatible would be either Residential General Office (RGO) or Residential General Office-A (RGO-A).



Because the applicant is requesting to change the land use designation back to the previous designation of Commercial Medium Intensity. The applicant is also requesting to rezone the property back to the compatible zoning district. See below:

Sec. 28-209. - Commercial medium-two: CM-2.

Intent. This district is intended to apply where adequate traffic circulation capacity is available to provide medium intensity automotive oriented commercial and service uses and related facilities. It is not intended that this district become or be used for strip commercial purposes.

(1) *Permitted uses and structures.* As for CM-1 (section [28-208](#)), and in addition:

- a. Retail outlets for the sale of general merchandise excluding new or used automobiles, trucks, boats and tractors (but not automobile wrecking or storage yards, junkyards, or scrap processing yards), heavy machinery and equipment, dairy supplies, feed, fertilizer, plant nursery, lumber and building supplies, supermarkets and convenience stores and similar products.
- b. Service establishments of all kinds including automobile service station or truck stop (see [section 28-338](#)) excluding businesses where automotive vehicles are offered for rent or sale, repair and service garage, motor vehicle body shop, auto laundry, drive-in restaurant, laundry or dry cleaning establishments, veterinarian or animal boarding

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

kennels in soundproof building, pest control, carpenter or cabinet shop, home equipment rental, ice delivery station, job printing or newspaper, marina, radio or television broadcasting transmitter, antenna, office and studio facilities, banks and financial institutions, video rentals, funeral homes, travel agencies, electronic equipment/TV repair shop, employment offices, upholstery, furniture refinishing and similar establishments.

- c. Establishments or facilities for the retail sale and service of all alcoholic beverages, either for on-premises or off-premises consumption, or both.
 - d. Any type of wholesale, jobber or distributorship business where the total operation does not require more than four thousand (4,000) square feet of floor space; no vehicle is used in excess of one-and-one-half-ton capacity; all merchandise is stored within an enclosed building; and no heavy machinery or manufacturing is located on the premises.
 - e. Hotels and motels with or without kitchenettes.
 - f. Building trades contractor not requiring outside storage; nor the use of any vehicle in excess of one-ton capacity; nor any machinery, ditching machines, tractors, bulldozers or other heavy construction equipment.
 - g. Multifamily dwellings as for RG-1.
 - h. Colleges.
 - i. Shopping plaza or shopping center.
 - j. Intermediate care facilities.
 - k. Home office, private.
 - l. Agricultural market, outdoor or indoor.
 - m. Special event venue as per [section 28-347\(8\)](#).
 - n. Craft alcohol industry. See also [section 28-209\(1\)d.](#) for limitations on any type of wholesale, jobber or distributorship business.
- (2) *Permitted accessory uses.* See [section 28-348](#).
- (3) *Permissible uses by exception:*
- a. As provided in [section 28-347](#).
 - b. Wholesale, warehouse, or storage use, to include miniwarehouses, and self-storage facilities.
 - c. Building trades contractor with outside storage yard and heavy construction equipment.
 - d. Boatyard.
 - e. Light manufacturing, processing (including food processing but not slaughterhouse), packaging or fabricating and candy manufacturing.
 - f. Bulk storage yards, including bulk storage of flammable liquids.
 - g. Open air theaters, but not drive-in theaters.
 - h. Commercial, recreational and entertainment facilities such as museums, carnival or circus, shooting gallery, skating rink, pony ride, go-cart track, athletic complexes, arena, auditorium, convention center, dance hall, indoor theater and similar uses; provided, however, such uses do not have temporary facilities which exceed more than thirty-five (35) feet in height for more than thirty (30) days in any calendar year. For the purpose of this section, exceeding the height at any time during a twenty-four-hour period constitutes a day.
 - i. Palmist, astrologist, psychics, clairvoyants, phrenologists and similar uses.
 - j. Businesses that offer for sale new or used automobiles, trucks, boats and tractors.

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

- k. Uses and structures as for RG-1 (section [28-163](#)).
- l. Facilities for sales, trade, gift, display, storage, delivery or on-site commercial consumption of legally available marijuana.
- (4) *Minimum lot requirements (width and area):*
 - a. Minimum lot width, one hundred (100) feet.
 - b. Minimum lot area, fifteen thousand (15,000) square feet; except as specifically required for certain uses.
- (5) *Maximum lot coverage of all buildings.* Seventy-five (75) percent.
- (6) *Minimum yard requirements:*
 - a. Front, zero feet minimum, thirty (30) feet maximum, except for property abutting U.S. Highway No. 1 for which the front yard requirements shall be ten (10) feet minimum and no maximum. Buildings must front an arterial road if the property is located along an arterial, and front two (2) arterial roads if the property is located adjacent to two (2) or more arterial roads. The front yard requirement shall be measured from the property line to the building, excluding awnings, portes cochere, balconies, porches, canopies, or other non-occupied appendages.
 - b. Side, five (5) feet.
 - c. Rear, five (5) feet.
 - d. Minimum yard requirements for the San Marco Avenue Design Standards. Development within the San Marco Avenue Design Standards entranceway corridor area including the use of the residential typology requires a front setback fifteen (15) feet minimum, thirty (30) feet maximum. Development within the San Marco Avenue Design Standards entranceway corridor area including the use of the traditional commercial typology requires a front setback zero feet minimum, ten (10) feet maximum, and zero feet side setback consistent with the chart in the design standards.
- (7) *Maximum height of structures:* Thirty-five (35) feet.
- (8) *Vehicular access:* Facilities for sales, trade, gift, display, storage, delivery or on-site commercial consumption of legally available marijuana shall require a condition of direct vehicular access to a roadway functional classification of principal arterial-urban U.S. Highway 1.

STAFF ANALYSIS & SUMMARY

Staff does not make a recommendation on comprehensive plan amendment or rezoning applications; the Board's role is to make a recommendation to the City Commission.

The property at 63 & 65 West Avenue was part of the River's Edge Planned Unit Development (PUD). The River's Edge PUD was not acted upon and has expired meaning a rezoning of the property is necessary for any type of development. The River's Edge PUD was composed of multiple properties, some of which have gone through the rezoning process, including Broomstick Motorbikes at 59 West Avenue and Georgie's Fresh Market at 415 S Ponce De Leon Boulevard as well as the property at 66 Lewis Boulevard.

The City Commission directed staff to send letters to the other property owners involved with the expired PUD to inform them of the zoning status of their property and to encourage them to resolve

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

this issue. The property owner for 63 and 65 West Avenue received a letter resulting in the application under consideration.

STAFF RECOMMENDATION

Staff does not make recommendations concerning comprehensive plan amendments or rezonings of land. The Planning and Zoning Board makes formal recommendations to the City Commission regarding these items.



Jacob Fredriksson
Senior Planner
Planning and Building Department



CITY OF ST AUGUSTINE APPLICATION TO PLANNING AND ZONING BOARD

Application Fee: \$400 (plus advertising costs) Project Number: 2022-0028
 Receipt Number: 2364462 Meeting Date: June 7, 2022
 Advertising Costs: \$ _____ Paid On: _____ Receipt Number: _____

1. NAME OF APPLICANT: Courtney P. Gaver Contact Number: 904-473-1388
 Business (if applicable): Rogers Towers, P.A.
 Address: 100 Whetstone Place, Ste. 200 City: St. Augustine State: Florida Zip: 32086
 E-Mail Address: cgaver@rtlaw.com

2. NAME OF PROPERTY OWNER: Wild Bill's Investments, LLC Contact Number: (904) 669-6194
 Business (if applicable): _____
 Address: 3964 Sea Eagle Circle City: St. Augustine State: Florida Zip: 32086
 E-Mail Address: Wildbills5@yahoo.com

3. LEGAL DESCRIPTION OF PROJECT PROPERTY:
 Lot: 63, 65, 67, 68 and 69 Block: F
 Subdivision: Wildwood Park Parcel Number: 119480-0000; 119510-0000

4. PROJECT STREET ADDRESS: 63 and 65 West Avenue

5. SPECIFIC PROPOSED USE: The Owner intends to leave the current use of the Property at this time.

6. ACTION REQUESTED:

- ☐ Conservation Zone Development ☐ Appeal of Staff Determination
☐ Exception ☒ Land Use Plan Amendment
☐ Variance ☒ Rezoning
☐ Other: _____

7. DESCRIPTION OF ACTION REQUESTED: The Applicant, on behalf of the property Owner, seeks to rezone approximately 0.43 acres located at 63 and 65 West Avenue from the expired River's Edge Planned Unit Development (PUD) approved under Ordinance 2006-14 and restore the property's Commercial-Medium Two (CM-2) zoning. The Applicant, on behalf of the Owner, also seeks to restore the property's future land use designation from Residential Medium Density/Mixed Use to Commercial Medium Intensity.

8. JUSTIFICATION FOR ACTION REQUESTED: The property is currently part of the River's Edge Planned Unit Development (PUD) (Ord. 2006-14) which expired in 2008. Because the Property's underlying Future Land Use designation in the City's Comprehensive Plan was amended to Residential Medium Density/Mixed Use at the time of the PUD approval in 2006, the Property's zoning classification did not resort back to Commercial Medium-Two (CM-2). This has resulted in an inconsistency with the zoning and future land use designations of the Property, which the Owner seeks to restore after the issue was brought to his attention in the City Commission's December 29, 2021 letter to the Owner.

04/18/2019

9. **IF APPLYING FOR A VARIANCE, PLEASE COMPLETE THE FOLLOWING AND EXPLAIN THE SITUATION FULLY ALONG WITH PROVIDING DOCUMENTATION:**

(a) Does the property because of size, shape, topography or other physical conditions, suffer singular disadvantage, which disadvantage does not apply to other properties in the vicinity: N/A

(b) Can you establish that this disadvantage causes the owner to be unable to make reasonable use of the affected property: N/A

(c) Can you establish that this disadvantage does not exist because of conditions created by the owner or applicant: N/A

(d) Can you establish that granting of the variance will not be contrary to the public interest; will not adversely affect other property in the vicinity; and will be in harmony with the spirit, intent and purpose of this Section: N/A

10. **PREVIOUS APPPLICATIONS:**

Has any application been submitted to the Planning & Zoning Board concerning any part of the subject property within the past year?

☐ Yes ☒ No If yes, please give date and final disposition below.

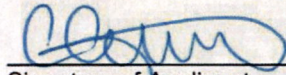
11. **AGREEMENT:**

In filing this application, I understand that it becomes a part of Public Record of the City of St. Augustine and hereby certify that all information contained herein is accurate to the best of my knowledge.

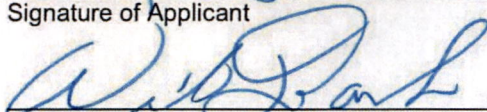
Application must be signed by both applicant and property owner if different. Letter of authorization must be submitted in absence of the property owner's signature or where an authorized agent signs in lieu of either property owner or applicant.

Florida Statute 286.0105 states that a person appealing any decision by this board at any meeting regarding this application may need a verbatim record of the proceedings which includes testimony and evidence upon which the appeal is to be based.

IMPORTANT NOTICE: When the hearing date has been set and a legal notice has been published or posted, the applicant must be prepared to present the request at the scheduled hearing date. If the applicant requests a continuance, the decision to grant or deny the request for continuance will be decided by a vote of the Board at the scheduled hearing date. The applicant, or a duly authorized representative with authority to bind, should be present at the scheduled hearing date to answer questions from the board regarding the application. If the board votes to deny the request for a continuance, the hearing on the application will go forward, whether or not the applicant is present, and could result in a denial of the application if the Board finds that the application and supporting documents submitted prior to the meeting do not meet the criteria of the Code.


Signature of Applicant

4/14/2022
Date


Signature of Property Owner

4/8/22
Date



**CITY OF ST. AUGUSTINE
DEVELOPMENT PERMIT APPLICANT WAIVER**

The applicant acknowledges and agrees to waive the limitation of three requests for additional information by the City of St. Augustine, pursuant to Chapter 166.033, Florida Statutes.

The applicant acknowledges and agrees that the City offers weekly Friday Review development review meetings, as well as, department specific applicant meetings with its reviewing staff at any point in the application process to attempt to resolve outstanding issues. The applicant is responsible for scheduling any requested meetings with City staff directly.

The applicant acknowledges and agrees that if after three unresolved submittals the applicant elects to proceed with final approval or denial proceedings, the applicant must request so in writing to the City.

Courtney P. Gaver

Print name of applicant

A handwritten signature in blue ink, appearing to read "C. Gaver", written over a horizontal line.

Signature of applicant

4/18/2022

Date



**CITY OF ST. AUGUSTINE
DEVELOPMENT PERMIT APPLICANT WAIVER**

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The applicant acknowledges and agrees that if after three unresolved submittals the applicant elects to proceed with final approval or denial proceedings, the applicant must request so in writing to the City.

Courtney P. Gaver

Print name of applicant



Signature of applicant

4/14/2022

Date



Owner's Authorization For Agent

Courtney P. Gaver of Rogers Towers, P.A. is/are hereby authorized TO ACT ON BEHALF OF Wild Bill's Investments, LLC, the owner(s) of those lands described within ☒ the attached application, or ☐ described within the previously filed Application number: _____, and as described in the attached deed or other such proof of ownership as may be required, in applying to the City of St. Augustine's Planning & Zoning Board, located at: 63 and 65 West Avenue, St. Augustine, Florida 32084.

BY: [Signature]
Signature of Owner / Title: Manager
WILLIAM BARBER
Print Name of Owner
904-669-6194
Telephone Number

State of Florida

County of St. Johns

Signed and sworn before me on this 14 day of April, 2022

By [Signature] William Barber

Identification verified:

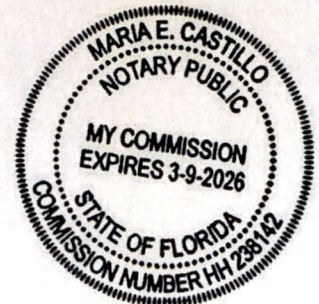
Oath sworn: ☒ Yes ☐ No

Notary Signature:

[Signature]

My Commission expires:

3-9-2026





ATTORNEYS AT LAW

Courtney P. Gaver

904.473.1388
cgaver@rtlaw.com

100 Whetstone Place, Suite 200
St. Augustine, Florida 32086

904.824.0879 Main
904.396.0663 Fax
www.rtlaw.com

April 14, 2022

VIA E-MAIL & U.S. MAIL

Ms. Amy Skinner
Director of Planning and Building
City of St. Augustine
75 King Street
St. Augustine, Florida 32084
pzb@citystaug.com

RECEIVED
APR 19 2022
Planning/Building

**Re: 63 and 65 West Avenue / Applications for Small-Scale Rezoning and Small-Scale Land Use Plan Amendment
Parcel ID Nos. 119480-0000; 119510-0000**

Dear Ms. Skinner:

Our client, Wild Bill's Investments, LLC ("Owner") is the owner of parcels located at 63 and 65 West Avenue within the City of St. Augustine (together, the "Property"). The aforementioned applications are filed in response to the City Commission's December 29, 2021 letter to the Owner (a copy of which is enclosed).

Our firm, as authorized applicant on behalf of the Owner, seeks to restore the Property's Commercial-Medium-Two (CM-2) zoning and Commercial Medium Intensity Future Land Use designation. The Property is currently part of the River's Edge Planned Unit Development (PUD) (Ord. 2006-14) which expired in 2008. Because the Property's underlying Future Land Use designation under the City's Comprehensive Plan was amended from Commercial Medium Intensity to Residential Medium Density/Mixed Use at the time of the PUD approval in 2006, the Property's zoning classification did not resort back to Commercial Medium-Two (CM-2) when the PUD expired in 2008. Accordingly, as the City has acknowledged, this has resulted in an inconsistency with the zoning and future land use designations of the Property.

For these reasons, the Owner would like to restore the Future Land Use and zoning designations of the Property to Commercial Medium Intensity and Commercial Medium-Two (CM-2). Enclosed are applications for a Small-Scale Rezoning and Small-Scale Land Use Plan Amendment, with supporting documents and the required application fees. Please note that, at this time, the Owner is not prepared to propose any development of the Property, and intends to leave the current use of the Property without proposing any changes.

Our team looks forward to working with you and your colleagues on these applications. Please do not hesitate to contact me should you have any questions.

Sincerely yours,

ROGERS TOWERS, P.A.



Courtney P. Gaver



CITY OF
ST AUGUSTINE
— EST. 1565 —

December 29, 2021

RE: Property part of the now expired River's Edge Planned Unit Development (PUD) in the City of St. Augustine – Parcel ID #119480-0000 or 63 West Avenue

To whom it may concern:

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

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

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

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

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

P.O. Box 210, 32085-0210 ~ 75 King Street, 32084 ~ Office 904.825.1060 ~ Fax 904.209.4335

Apply for Exemptions

[Apply for Exemptions](#)

Sales Questionnaire Form

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

[Sales Questionnaire](#)

2021 TRIM Notice

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Summary

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Parcel ID	1194800000
Location Address	63 WEST AVE SAINT AUGUSTINE 32084-0000
Neighborhood	Ponce Boulevard South (SF) (681.03)
Tax Description*	3-15 WILDWOOD PARK LOTS 63 & 65 BLK F OR5009/118/(P/R) & 5009/1813(P/R) & 5009/1815 <i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Single Family (0100)
Subdivision	Wildwood Park, Plat Amending Blocks F &
Sec/Twp/Rng	37-7-30
District	City of St Augustine (District 452)
Millage Rate	19.3368
Acreage	0.140
Homestead	N

Owner Information

Owner Name	Wild Billis Investments LLC 100%
Mailing Address	3964 SEA EAGLE CIR SAINT AUGUSTINE, FL 32086-0000

Map



Valuation Information

Building Value	2022
Extra Features Value	\$13,331
Total Land Value	\$0
Agricultural (Assessed) Value	\$90,000
Agricultural (Market) Value	\$0
Just (Market) Value	\$103,331
Total Deferred	\$0
Assessed Value	\$103,331
Total Exemptions	\$0
Taxable Value	\$103,331

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

Historical Assessment Information

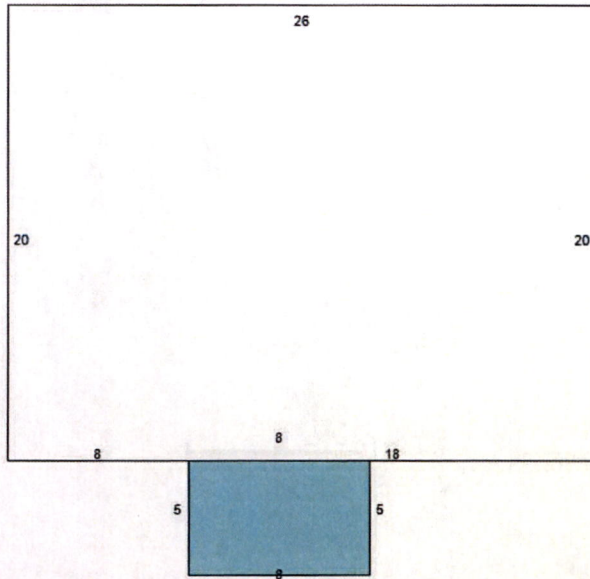
Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2021	\$11,296	\$0	\$90,000	\$0	\$0	\$101,296	\$101,296	\$0	\$101,296
2020	\$11,487	\$0	\$90,000	\$0	\$0	\$101,487	\$95,120	\$6,367	\$95,120
2019	\$11,106	\$0	\$90,000	\$0	\$0	\$101,106	\$86,473	\$14,633	\$86,473
2018	\$7,347	\$0	\$90,000	\$0	\$0	\$97,347	\$78,612	\$18,735	\$78,612
2017	\$7,552	\$953	\$90,000	\$0	\$0	\$98,505	\$71,465	\$27,040	\$71,465
2016	\$7,720	\$953	\$90,000	\$0	\$0	\$98,673	\$64,968	\$33,705	\$64,968
2015	\$8,055	\$953	\$90,000	\$0	\$0	\$99,008	\$59,062	\$39,946	\$59,062
2014	\$7,740	\$953	\$45,000	\$0	\$0	\$53,693	\$53,693	\$0	\$53,693
2013	\$8,055	\$953	\$45,000	\$0	\$0	\$54,008	\$54,008	\$0	\$54,008
2012	\$8,371	\$953	\$45,000	\$0	\$0	\$54,324	\$54,324	\$0	\$54,324
2011	\$8,687	\$953	\$51,000	\$0	\$0	\$60,640	\$60,640	\$0	\$60,640
2010	\$9,003	\$953	\$57,000	\$0	\$0	\$66,956	\$66,956	\$0	\$66,956

Building Information

Building	1	Roof Cover	Metal
Year Built	1972	Roof Structure	Gable Hip
Actual Area	560	Interior Flooring	Pine Wood
Conditioned Area	520	Interior Wall	Drywall
Use	Single Family Residence	Heating Type	None
Style	01	Air Conditioning	Window
Class	N	Bedrooms	0
Exterior Wall	Wood	Baths	
Description		Square Footage	
BASE AREA		520	
FINISHED OPEN PORCH		40	
Total SqFt		560	

Sketch Information

Room Type
Base
FINISHED OPEN PORCH



Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Single Family	60	100	6000	SF	\$90,000

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
8/6/2020	8/6/2020	\$272,300.00	WARRANTY DEED	5009	1815	U	I	WARRELL ELLA MAE ET AL	WILD BILLS INVESTMENTS LLC
8/6/2020	8/6/2020	\$38,900.00	PERSONAL REP	5009	1813	U	I	SIMMS GERALD	WILD BILLS INVESTMENTS LLC
8/6/2020	8/6/2020	\$38,900.00	PERSONAL REP	5009	1811	U	I	SIMMS GERALD	WILD BILLS INVESTMENTS LLC
4/9/2020	4/9/2020	\$0.00	SUMMARY ORDER ADMIN	4920	211	U	I	HIGGINBOTHAM ELIZABETH A ESTATE	TOBEY RITA M
4/9/2020	4/9/2020	\$0.00	SUMMARY ORDER ADMIN	4920	209	U	I	DANIEL JUNE GALE ESTATE	DANIEL KAREN ET AL
4/9/2020	4/9/2020	\$0.00	SUMMARY ORDER ADMIN	4920	197	U	I	HIGGINBOTHAM THERON MARK ESTATE	ST CLAIR SHANNON
4/9/2020	4/9/2020	\$0.00	SUMMARY ORDER ADMIN	4920	195	U	I	CRUZ JEREMY ESTATE	CRUZ ERMINIO
4/26/2017	4/24/2017	\$100.00	PERSONAL REP	4364	1292	U	I	SIMMS GERALD E (PERS REP)	WARRELL ELLA MAE ETAL
2/5/2013	1/31/2013	\$16,000.00	QUIT CLAIM DEED	3682	610	U	I	HIGGINBOTHAM BERNICE	SIMMS GERALD E
8/6/2020	1/10/2008	\$0.00	LETTERS OF ADMN	5009	1796	U	I	CRUZ KAREN BRENDA (ESTATE)	SIMMS GERALD (PERSONAL REP)
	3/15/2002	\$0.00	LETTERS OF ADMN	1748	1262	U	I	BOYNT BERNICE (DECD 1/20/02)	BOYNT BERNICE ESTATE (LETT OF ADMIN)
	3/2/2001	\$0.00	WILL	1748	1258	U	I	BOYNT BERNICE	BOYNT BERNICE (WILL)
	1/1/1978	\$0.00		383	304	U	I		BOYNT BERNICE

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

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

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Sales Questionnaire Form

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[Sales Questionnaire](#)

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Summary

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



Parcel ID 1195100000
 Location Address 65 WEST AVE
 SAINT AUGUSTINE 32084-0000
 Neighborhood Ponce Boulevard South (SF) (681.03)
 Tax Description* 3-15 WILDWOOD PARK LOTS 67 68 & 69 BLK F OR5009/1811(P/R) & 5009/1813(P/R) & 5009/1815
 *The Description above is not to be used on legal documents.
 Property Use Code Single Family (0100)
 Subdivision Wildwood Park, Plat Amending Blocks F &
 Sec/Twp/Rng 37-7-30
 District City of St Augustine (District 452)
 Millage Rate 19.3368
 Acreage 0.290
 Homestead N

Owner Information

Owner Name [Wild Bills Investments LLC](#) 100%
 Mailing Address 3964 SEA EAGLE CIR
 SAINT AUGUSTINE, FL 32086-0000

Map



Valuation Information

	2022
Building Value	\$15,026
Extra Features Value	\$1,984
Total Land Value	\$189,000
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$206,010
Total Deferred Assessed Value	\$0
Total Exemptions	\$0
Taxable Value	\$206,010

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

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2021	\$12,243	\$1,984	\$189,000	\$0	\$0	\$203,227	\$203,227	\$0	\$203,227
2020	\$12,775	\$1,984	\$189,000	\$0	\$0	\$203,759	\$203,759	\$0	\$203,759
2019	\$11,203	\$1,885	\$189,000	\$0	\$0	\$202,088	\$202,088	\$0	\$202,088
2018	\$11,660	\$1,885	\$189,000	\$0	\$0	\$202,545	\$126,352	\$76,193	\$126,352
2017	\$12,118	\$2,728	\$141,750	\$0	\$0	\$156,596	\$114,865	\$41,731	\$114,865
2016	\$12,575	\$2,728	\$141,750	\$0	\$0	\$157,053	\$104,423	\$52,630	\$104,423
2015	\$13,032	\$2,728	\$141,750	\$0	\$0	\$157,510	\$94,930	\$62,580	\$94,930
2014	\$12,696	\$2,728	\$70,876	\$0	\$0	\$86,300	\$86,300	\$0	\$86,300
2013	\$15,042	\$843	\$70,876	\$0	\$0	\$86,761	\$86,761	\$0	\$86,761
2012	\$16,539	\$843	\$70,876	\$0	\$0	\$88,258	\$88,258	\$0	\$88,258
2011	\$16,754	\$843	\$80,324	\$0	\$0	\$97,921	\$97,921	\$0	\$97,921
2010	\$19,741	\$896	\$89,776	\$0	\$0	\$110,413	\$110,413	\$0	\$110,413

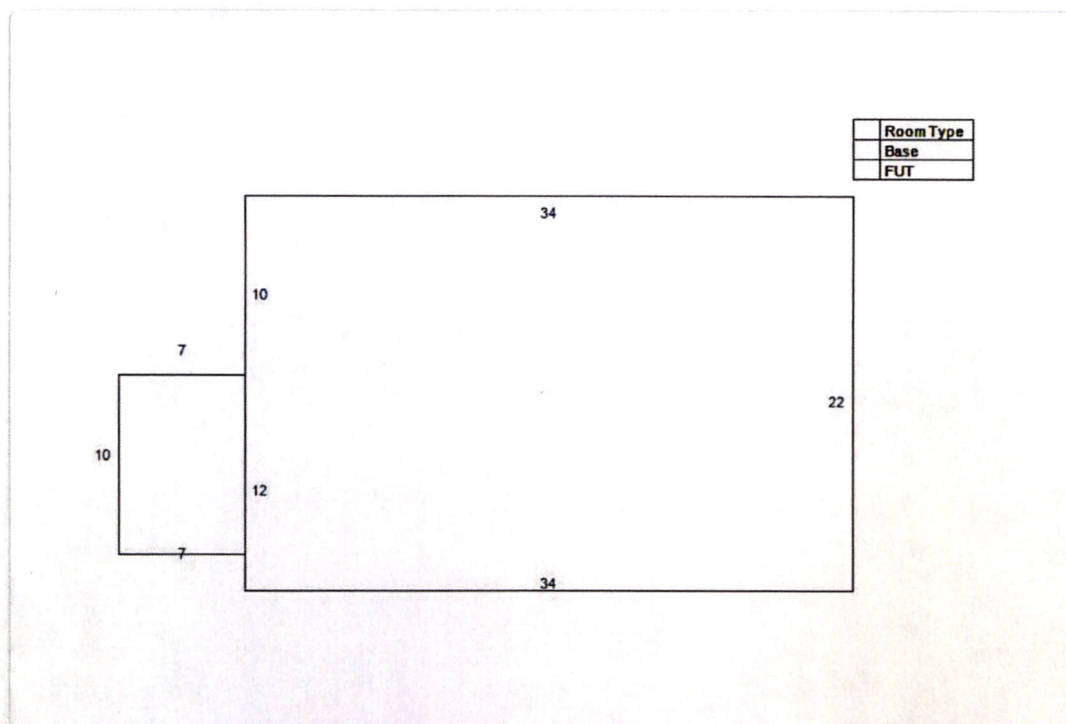
Building Information

Building	1
Year Built	1972
Actual Area	818
Conditioned Area	748
Use	Single Family Residence
Style	01
Class	N
Exterior Wall	Wood

Roof Cover	Metal
Roof Structure	Gable Hip
Interior Flooring	Carpet, Sheet Vinyl
Interior Wall	Drywall
Heating Type	None
Air Conditioning	Window
Bedrooms	2
Baths	1

Description	Square Footage
BASE AREA	748
FRAME UTILITY	70
Total SqFt	818

Sketch Information



Extra Feature Information

Code Description	Status	Value
Storage Building		1984

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Single Family	63	100	6300	SF	\$94,500
Single Family	63	100	6300	SF	\$94,500

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
8/6/2020	8/6/2020	\$272,300.00	WARRANTY DEED	5009	1815	U	I	WARRELL ELLA MAE ET AL	WILD BILLS INVESTMENTS LLC
8/6/2020	8/6/2020	\$38,900.00	PERSONAL REP	5009	1813	U	I	SIMMS GERALD	WILD BILLS INVESTMENTS LLC
8/6/2020	8/6/2020	\$38,900.00	PERSONAL REP	5009	1811	U	I	SIMMS GERALD	WILD BILLS INVESTMENTS LLC
4/9/2020	4/9/2020	\$0.00	SUMMARY ORDER ADMIN	4920	211	U	I	HIGGINBOTHAM ELIZABETH A ESTATE	TOBEY RITA M ET AL
4/9/2020	4/9/2020	\$0.00	SUMMARY ORDER ADMIN	4920	209	U	I	DANIEL JUNE GALE ESTATE	DANIEL KARIN ET AL
4/9/2020	4/9/2020	\$0.00	SUMMARY ORDER ADMIN	4920	197	U	I	HIGGINBOTHAM THERON MARK ESTATE	ST CLAIR SHANNON
4/9/2020	4/9/2019	\$0.00	SUMMARY ORDER ADMIN	4920	195	U	I	CRUZ JEREMY ESTATE	CRUZ ERMINIO
4/18/2018	4/18/2018	\$0.00	ORDER DET HX REAL P	4533	43	U	I	BOYNT BERNICE ESTATE	WARRELL ELLA MAE ETAL
2/5/2013	1/31/2013	\$16,000.00	QUIT CLAIM DEED	3682	610	U	I	HIGGINBOTHAM BERNICE	SIMMS GERALD E
8/6/2020	1/10/2008	\$0.00	LETTERS OF ADMN	5009	1796	U	I	CRUZ KAREN BRENDA (ESTATE)	SIMMS GERALD (PERSONAL REP)
4/19/2002	4/19/2002	\$0.00	WILL	1748	1258	U	I	BOYNT BERNICE DEC'D 1/20/2002	
4/19/2002	3/15/2002	\$0.00	LETTERS OF ADMN	1748	1262	U	I	COURT	SIMMS GERALD E PERS REP

No data available for the following modules: Exemption Information.

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Version 2.3.181

This instrument was prepared by:

Nick Asselta
Action Title Services of St. Johns County, Inc.
3670 US 1 South, Suite 110, St. Augustine, Florida 32086
File Number: 18236
Consideration: \$272,222.00
Documentary Stamps Paid: \$1,906.10

This Warranty Deed

Made this August 6, 2020 A.D. By

Ella Mae Warrell and Horace David Higginbotham and George Alvin Higginbotham and Gerald E. Simms and Randa Walker and Karin Daniel and Kristan Hundley and Shannon St. Clair and Rita M. Tobey and Erminio Cruz hereinafter called the grantor,
to Wild Bill's Investments, LLC, a Florida limited liability company, whose post office address is: 3964 Sea Eagle Circle, St. Augustine, FL 32086, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that Grantor, for the sum of Ten Dollars and no cents (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee the following described property:

Lots Sixty-three (63) and Sixty-five (65) of Block "F" of Wildwood Park Company's Subdivision in the Southeast portion of the Avicé and Veil Grant, in Section Thirty-seven (37), Township Seven (7) South of Range Thirty (30) East, as per plat of same recorded in Plat Book 1, page 133, St. Johns County Records.

AND

Lots Sixty-seven (67), Sixty-eight (68) and Sixty-nine (69) of Block "F" of Wildwood Park Company's Subdivision in the Southeast portion of the Avicé and Veil Grant, in Section thirty-seven (37), Township Seven (7) South of Range Thirty (30) East, as per plat of same recorded in Plat book 1, Page 133, and amended in Plat book 3, Page 15, St. Johns County, Florida.

Parcel ID Number: 119480-0000 & 119510-0000

Grantor warrants that said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon as defined by Article X, Section 4 of the Florida Constitution, nor is it adjacent to or contiguous with any of his/their homestead(s) and that the property described herein is not now, nor has it ever been, the primary residence/homestead of the owner or the owner's spouse or dependent child, if any.

In addition, the property is not contiguous to such persons' homestead, which is located at:

Ella Mae Warrell: 31017 Calles Maxmillian, Los Fresnos, TX 78566
Horace David Higginbotham: 308 Palm Blvd., Laguna Vista, TX 78578
George Alvin Higginbotham: 521 Palm Blvd., Laguna Vista, TX 78578
Gerald E. Simms: 520 Thomas Street, St. Augustine, FL 32084
Randa Walker: 8985 Normandy Blvd., Lot 34, Jacksonville, FL 32221
Karin Daniel: 520 Thomas Street, St. Augustine, FL 32084
Kristan Hundley: 520 Thomas Street, St. Augustine, FL 32084
Shannon St. Clair: 865 N. Bonsai Ln, Meridian, ID 83642
Rita M. Tobey: 405 E. 17th Street, Kannapolis, NC 28083
Erminio Cruz: 32113 FM 803, Los Fresnos, TX 78566

[signature page to follow]

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO covenants, restrictions, easements, limitations and reservations of record, if any. However, this reference does not reimpose same. Subject to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes and assessments accruing subsequent to December 31, 2019.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

[1] Nick Asselta

Witness Printed Name: Nick Asselta

[2] Craig M. Herzog

Witness Printed Name: Craig M. Herzog
State of FLORIDA
County of ST. JOHNS

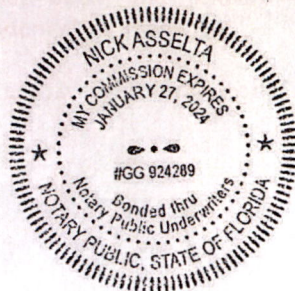
Gerald E. Simms (Seal)
Gerald E. Simms
Address: 520 Thomas Street, St. Augustine, FL 32084

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 06, 2020, by Gerald E. Simms. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

Nick Asselta
Notary Public
Print Name: Nick Asselta
My Commission Expires: 1/27/2024

(NOTARY SEAL)



In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

[1] Nick Asselta

Witness Printed Name: Nick Asselta

[2] Craig M. Herzog

Witness Printed Name: Craig M. Herzog

State of FLORIDA

County of ST. JOHNS

Randa Walker (Seal)

Randa Walker

Address: 8985 Normandy Blvd., Lot 34, Jacksonville, FL 32221

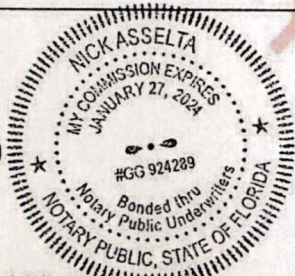
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 6, 2020, by Randa Walker. Such person (notary must check applicable box):

☐ is / are personally known to me.

☒ produced a current Florida Driver's license as identification.

☐ produced _____ as identification.

(NOTARY SEAL)



Notary Public

Print Name: Nick Asselta

My Commission Expires: 1/27/2024

Signed, sealed and delivered in our presence:

[1] Karin Daniel

Witness Printed Name: Nick Asselta

[2] Craig M. Herzog

Witness Printed Name: Craig M. Herzog

State of FLORIDA

County of ST. JOHNS

Karin Daniel (Seal)

Karin Daniel

Address: 520 Thomas Street, St. Augustine, FL 32084

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 6, 2020, by Karin Daniel. Such person (notary must check applicable box):

☐ is / are personally known to me.

☒ produced a current Florida Driver's license as identification.

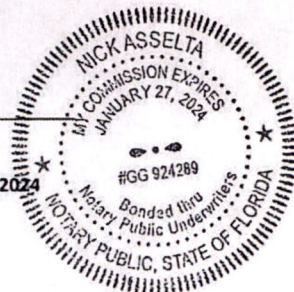
☐ produced _____ as identification.

(NOTARY SEAL)

Notary Public

Print Name: Nick Asselta

My Commission Expires: 1/27/2024



In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

[1] Nick Asselta

Witness Printed Name: Nick Asselta

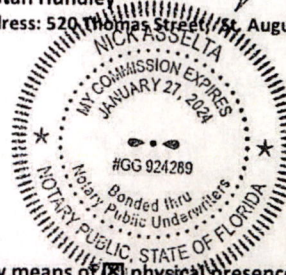
[2] Craig M. Herzog

Witness Printed Name

State of FLORIDA

County of ST. JOHNS

Kristan Hundley (Seal)
Address: 520 Thomas Street, St. Augustine, FL 32084

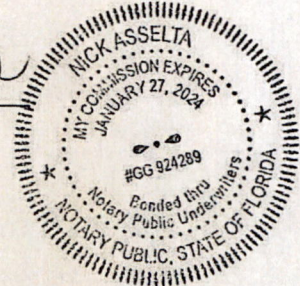


The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 14, 2020, by Kristan Hundley. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

Nick Asselta
Notary Public
Print Name: Nick Asselta
My Commission Expires: 1/27/2024

(NOTARY SEAL)



In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

(1) Virginia P. Gil
Witness Printed Name Virginia P. Gil

(2) Wilma B. Noyola
Witness Printed Name Wilma B. Noyola

✓ Ella Mae Warrell (Seal)
Ella Mae Warrell
Address: 31072 Calle Maximilian
LOS FRESNOS TX 75566

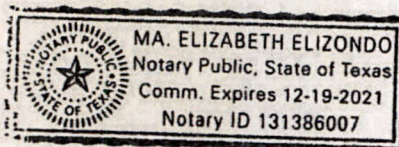
✓ Horace David Higginbotham (Seal)
Horace David Higginbotham
Address: 308 Palm Blvd
Laguna Vista TX 78578

✓ George Alvin Higginbotham (Seal)
George Alvin Higginbotham
Address: 521 Palm Blvd
Laguna Vista TX 78578

State of Texas
County of Cameron

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 03, 2020, by Ella Mae Warrell and Horace David Higginbotham and George Alvin Higginbotham. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☐ produced a current Florida Driver's license as identification.
☒ produced a current Texas DL as identification.



(NOTARY SEAL)

✓ Ma. Elizabeth Elizondo
Notary Public
Print Name: Ma. Elizabeth Elizondo
My Commission Expires: 12-19-2021

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

(1) Sherry W. Beaver

Witness Printed Name Sherry W. Beaver

(2) Tammy Dugan

Witness Printed Name Tammy Dugan

State of NC
County of Cabarrus

Rita M. Tobey (Seal)
Rita M. Tobey
Address: 405 E. 17th St.
Kennapolis, NC 28083

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 4th, 2020, by Rita M. Tobey. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☐ produced a current Florida Driver's license as identification.
☒ produced NC DL 0000 35145031 as identification.

(NOTARY SEAL)

Sherry W. Beaver
Notary Public
Print Name: Sherry W. Beaver
My Commission Expires: 9-6-23

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

(1)

Witness Printed Name Aliou B. Diallo

Shannon St. Clair

Address: 865 N Bonsai Ln
Meridian, ID 83642

(Seal)

(2)

Witness Printed

Name Joshua Snyder

State of Idaho

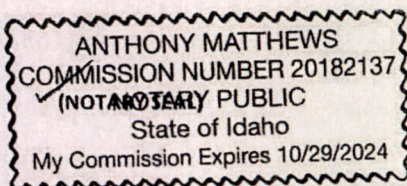
County of ADA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 5, 2020, by Shannon St. Clair. Such person (notary must check applicable box):

☐ is / are personally known to me.

☐ produced a current Florida Driver's license as identification.

☒ produced Idaho Driver's license as identification.



Notary Public
Print Name: ANTHONY MATTHEWS
My Commission Expires: 10-29-2024

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

(1) Virginia P. Gil

Witness Printed Name Virginia P. Gil

(2) Vilma B. Noyola

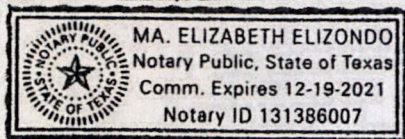
Witness Printed Name Vilma B. Noyola

State of Texas

County of Cameron

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 03, 2020, by Erminio Cruz. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☒ produced Current TX DL as identification.



(NOTARY SEAL)

Erminio Cruz (Seal)
 Erminio Cruz
 Address: 32113 FM 803
Los Fresnos, TX 78566

MA. ELIZABETH ELIZONDO
 Notary Public
 Print Name: MA. ELIZABETH ELIZONDO
 My Commission Expires: 12-19-2021



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
WILD BILL'S INVESTMENTS, LLC

Filing Information

Document Number	L18000065979
FEI/EIN Number	APPLIED FOR
Date Filed	03/12/2018
Effective Date	03/06/2018
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	09/27/2021

Principal Address

3964 SEAEAGLE CIRCLE
ST. AUGUSTINE, FL 32086

Changed: 09/27/2021

Mailing Address

3964 SEAEAGLE CIRCLE
ST. AUGUSTINE, FL 32086

Changed: 09/27/2021

Registered Agent Name & Address

BARBER , WILLIAM
3964 SEAEAGLE CIRCLE
ST. AUGUSTINE, FL 32086

Name Changed: 03/06/2019

Address Changed: 09/27/2021

Authorized Person(s) Detail

Name & Address

Title AMBR

BARBER, WILLIAM

3964 SEAEAGLE CIRCLE
ST. AUGUSTINE, FL 32086

Title AMBR

BARBER, PAUL W
3964 SEAEAGLE CIRCLE
ST. AUGUSTINE, FL 32086

Annual Reports

Report Year	Filed Date
2019	03/06/2019
2020	06/23/2020
2021	09/27/2021

Document Images

09/27/2021 -- REINSTATEMENT	View image in PDF format
06/23/2020 -- ANNUAL REPORT	View image in PDF format
03/06/2019 -- ANNUAL REPORT	View image in PDF format
03/12/2018 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

GENERAL LOCATION MAP

119480-0000 and 119510-0000



FUTURE LAND USE MAP

119480-0000 and 119510-0000



ZONING MAP

119480-0000 and 119510-0000



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: June 16, 2022

RE: **Ordinance 2022-20 – Amending the Zoning of 63 West Avenue from Planned Unit Development (PUD) to Commercial Medium-two (CM-2) – First Reading**

The property at 63 West Avenue is a .14 acre parcel that is east of Highway US 1 (South Ponce de Leon Boulevard) and east of West Avenue. The property is adjacent to commercial property to the north, west, and south as well as a residential property. This property was part of the River's Edge PUD that was never developed, and which expired in 2008.

The River's Edge PUD contained 9 individual properties (within 11 parcels) and 5 of these properties have gone through the rezoning process. The remaining properties within the expired River's Edge PUD include the River's Edge Marina and several residential properties. The City Commission directed staff to send correspondence to the remaining property owners within the expired PUD to inform them of their zoning status. This application is in response to the letter.

The city's Future Land Use Map (FLUM) identified Residential Medium Density/Mixed Use as the land use category for the 63 West Avenue. The owner has also requested to change the land use to the consistent category of Commercial Medium Intensity. The application is to rezone the property to Commercial Medium-two (CM-2), which is consistent with the proposed land use category. The owner has not presented any specific development plans for the property.

On June 7, 2022, the Planning and Zoning Board (PZB) made a positive recommendation to amend the zoning of 63 West Avenue from PUD to CM-2. Attached you will find the Ordinance, and legal description and a map illustrating the requested change. The packet of information provided to the PZB is included with the land use plan amendment material.

Please place Ordinance 2022-20 on the City Commission agenda for first reading.

If you have any questions, please let me know.



Amy McClure Skinner, AICP
Director, Planning and Building Department

ORDINANCE NO. 2022-20

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING APPROXIMATELY .14 ACRES OF PROPERTY LOCATED AT 63 WEST AVENUE, PID# 119480 0000 IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT CLASSIFICATION OF CITY OF ST. AUGUSTINE PLANNED UNIT DEVELOPMENT (PUD) TO THE CITY OF ST. AUGUSTINE CLASSIFICATION OF COMERCIAL MEDIUM-TWO (CM-2); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Augustine, Florida finds that all legal requirements have been met, a public hearing has been held and the Planning and Zoning Board has recommended that a parcel of property containing approximately .14 acres, located on the east side of West Avenue, east of Highway US 1 and identified by the St. Johns County Property Appraiser as 63 West Avenue (PID#119480 0000) in the City of St. Augustine, being more fully described herein, should be rezoned;

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

Section 1. The following described property, containing approximately .14 acres located on the east side of West Avenue, east of Highway US 1 and identified by the St. Johns County Property Appraiser as 63 West Avenue (PID# 119480 0000), is hereby rezoned from the classification of Planned Unit Development (PUD) to the City of St. Augustine classification of Commercial Medium-Two (CM-2), and as more fully described in the attached legal description.

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

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 5. This ordinance shall be effective thirty-one (31) days after adoption in conjunction with Ordinance No. 2022-19 or, if Ordinance No. 2022-19 is challenged within thirty (30) days after adoption, effective upon issuance of a final order by the Department of Economic Opportunity or the Administration.

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

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

This instrument was prepared by:

Nick Asselta
Action Title Services of St. Johns County, Inc.
3670 US 1 South, Suite 110, St. Augustine, Florida 32086
File Number: 18236
Consideration: \$272,222.00
Documentary Stamps Paid: \$1,906.10

This Warranty Deed

Made this August 6, 2020 A.D. By

Ella Mae Warrell and Horace David Higginbotham and George Alvin Higginbotham and Gerald E. Simms and Randa Walker and Karin Daniel and Kristan Hundley and Shannon St. Clair and Rita M. Tobey and Erminio Cruz hereinafter called the grantor,
to Wild Bill's Investments, LLC, a Florida limited liability company, whose post office address is: 3964 Sea Eagle Circle, St. Augustine, FL 32086, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that Grantor, for the sum of Ten Dollars and no cents (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee the following described property:

Lots Sixty-three (63) and Sixty-five (65) of Block "F" of Wildwood Park Company's Subdivision in the Southeast portion of the Avicé and Veil Grant, in Section Thirty-seven (37), Township Seven (7) South of Range Thirty (30) East, as per plat of same recorded in Plat Book 1, page 133, St. Johns County Records.

AND

Lots Sixty-seven (67), Sixty-eight (68) and Sixty-nine (69) of Block "F" of Wildwood Park Company's Subdivision in the Southeast portion of the Avicé and Veil Grant, in Section thirty-seven (37), Township Seven (7) South of Range Thirty (30) East, as per plat of same recorded in Plat book 1, Page 133, and amended in Plat book 3, Page 15, St. Johns County, Florida.

Parcel ID Number: 119480-0000 & 119510-0000

Grantor warrants that said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon as defined by Article X, Section 4 of the Florida Constitution, nor is it adjacent to or contiguous with any of his/their homestead(s) and that the property described herein is not now, nor has it ever been, the primary residence/homestead of the owner or the owner's spouse or dependent child, if any.

In addition, the property is not contiguous to such persons' homestead, which is located at:

Ella Mae Warrell: 31017 Calles Maxmillian, Los Fresnos, TX 78566
Horace David Higginbotham: 308 Palm Blvd., Laguna Vista, TX 78578
George Alvin Higginbotham: 521 Palm Blvd., Laguna Vista, TX 78578
Gerald E. Simms: 520 Thomas Street, St. Augustine, FL 32084
Randa Walker: 8985 Normandy Blvd., Lot 34, Jacksonville, FL 32221
Karin Daniel: 520 Thomas Street, St. Augustine, FL 32084
Kristan Hundley: 520 Thomas Street, St. Augustine, FL 32084
Shannon St. Clair: 865 N. Bonsai Ln, Meridian, ID 83642
Rita M. Tobey: 405 E. 17th Street, Kannapolis, NC 28083
Erminio Cruz: 32113 FM 803, Los Fresnos, TX 78566

[signature page to follow]

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO covenants, restrictions, easements, limitations and reservations of record, if any. However, this reference does not reimpose same. Subject to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes and assessments accruing subsequent to December 31, 2019.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

[1] Nick Asselta

Witness Printed Name: Nick Asselta

[2] Craig M. Herzog

Witness Printed Name: Craig M. Herzog

State of FLORIDA

County of ST. JOHNS

Gerald E. Simms (Seal)

Gerald E. Simms

Address: 520 Thomas Street, St. Augustine, FL 32084

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 06, 2020, by Gerald E. Simms. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

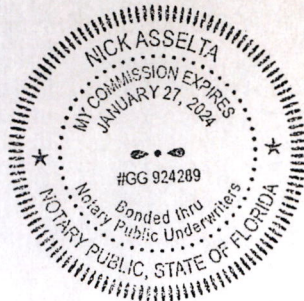
Nick Asselta

Notary Public

Print Name: Nick Asselta

My Commission Expires: 1/27/2024

(NOTARY SEAL)



In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

[1]

Witness Printed Name: Nick Asselta

[2]

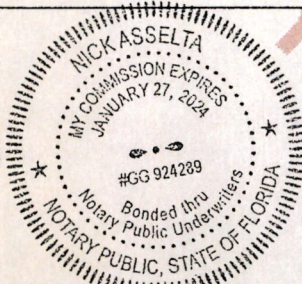
Witness Printed Name: Craig M. Herzog
State of FLORIDA
County of ST. JOHNS

Randa Walker (Seal)
Randa Walker
Address: 8985 Normandy Blvd., Lot 34, Jacksonville, FL 32221

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 6, 2020, by Randa Walker. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

(NOTARY SEAL)



Nick Asselta
Notary Public
Print Name: Nick Asselta
My Commission Expires: 1/27/2024

Signed, sealed and delivered in our presence:

[1]

Witness Printed Name: Nick Asselta

[2]

Witness Printed Name: Craig M. Herzog
State of FLORIDA
County of ST. JOHNS

Karin Daniel (Seal)
Karin Daniel
Address: 520 Thomas Street, St. Augustine, FL 32084

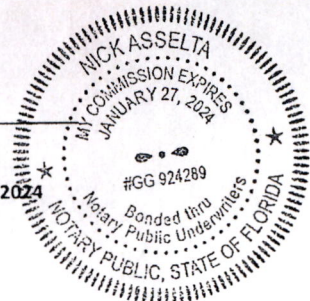
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 6, 2020, by Karin Daniel. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

(NOTARY SEAL)

Page: 3 of 8
Revised 12/18/2019

Nick Asselta
Notary Public
Print Name: Nick Asselta
My Commission Expires: 1/27/2024



In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

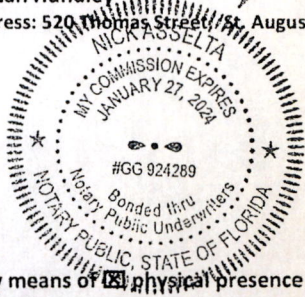
[1] Nick Asselta

Witness Printed Name: Nick Asselta

[2] Craig M. Herzog

Witness Printed Name: Craig M. Herzog
State of FLORIDA
County of ST. JOHNS

Kristan Hundley (Seal)
Address: 520 Thomas Street, St. Augustine, FL 32084

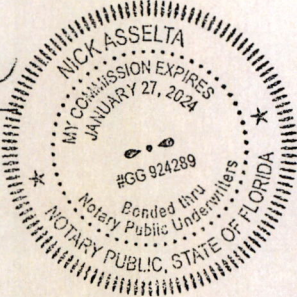


The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 14th, 2020, by Kristan Hundley. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
- ☒ produced a current Florida Driver's license as identification.
- ☐ produced _____ as identification.

Nick Asselta
Notary Public
Print Name: Nick Asselta
My Commission Expires: 1/27/2024

(NOTARY SEAL)



In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

(1) Virginia P. Gil
Witness Printed Name Virginia P. Gil

(2) Wilma B. Noyola
Witness Printed Name Wilma B. Noyola

✓ Ella Mae Warrell (Seal)
Ella Mae Warrell
Address: 31012 Calle Maximilian
LOS FRESNOS TX 75566

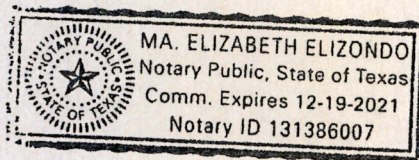
✓ Horace David Higginbotham (Seal)
Horace David Higginbotham
Address: 308 Palm Blvd
Laguna Vista TX 78578

✓ George Alvin Higginbotham (Seal)
George Alvin Higginbotham
Address: 521 Palm Blvd
Laguna Vista TX 78578

{ State of Texas
County of Cameron

{ The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 03, 2020, by Ella Mae Warrell and Horace David Higginbotham and George Alvin Higginbotham. Such person (notary must check applicable box):

- { ☐ is / are personally known to me.
☐ produced a current Florida Driver's license as identification.
☒ produced a current Texas DL as identification.



✓ (NOTARY SEAL)

✓ Ma. Elizabeth Elizondo
Notary Public
Print Name: Ma. Elizabeth Elizondo
My Commission Expires: 12-19-2021

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

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Signed, sealed and delivered in our presence:

[1] Sherry W. Beaver

Witness Printed Name Sherry W. Beaver

[2] Tammy Dugan

Witness Printed Name Tammy Dugan

State of NC
County of Cabarrus

Rita M. Tobey (Seal)
Rita M. Tobey
Address: 405 E. 17th St.
Kennapolis, NC 28083

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 4th, 2020, by Rita M. Tobey. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☐ produced a current Florida Driver's license as identification.
☒ produced NC DL 0000 35145031 as identification.

(NOTARY SEAL)

Sherry W. Beaver
Notary Public
Print Name: Sherry W. Beaver
My Commission Expires: 9-6-23

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

[1]

Witness Printed Name Alison B. Hakeem

Shannon St. Clair

Address: 865 N Bonsai Ln

Meridian, ID 83642

(Seal)

[2]

Witness Printed

Name Joshua Snyder

State of Idaho

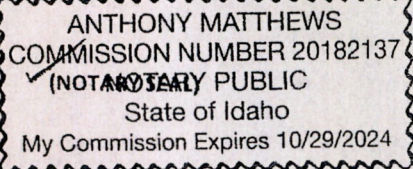
County of ADA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 5, 2020, by Shannon St. Clair. Such person (notary must check applicable box):

☐ is / are personally known to me.

☐ produced a current Florida Driver's license as identification.

☒ produced Idaho Driver's License as identification.



Notary Public
Print Name: ANTHONY MATTHEWS
My Commission Expires: 10-29-2024

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

(1) Virginia P. Gil

Witness Printed Name Virginia P. Gil

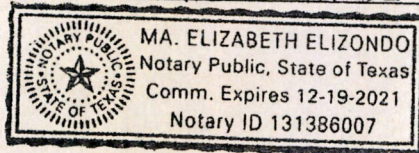
(2) Vilma B. Noyola

Witness Printed Name Vilma B. Noyola

State of Texas
County of Cameron

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 03, 2020, by Erminio Cruz. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☒ produced Current TX DL as identification.



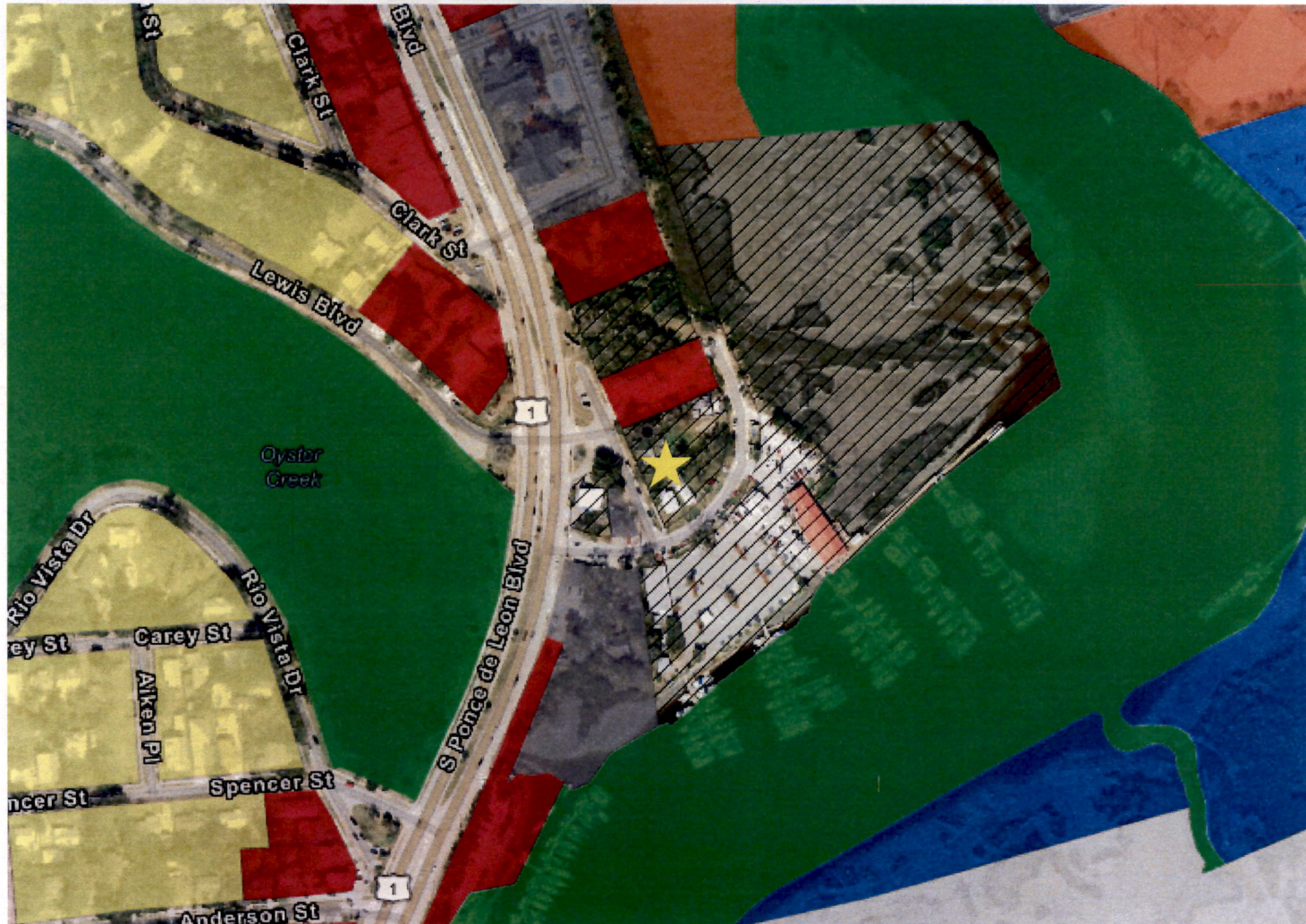
(NOTARY SEAL)

Erminio Cruz (Seal)
Erminio Cruz
Address: 32113 FM 803
Los Fresnos, TX 78566

MA. ELIZABETH ELIZONDO
Notary Public
Print Name: Ma. Elizabeth Elizondo
My Commission Expires: 12-19-2021

ZONING MAP

119480-0000 and 119510-0000



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: June 16, 2022

RE: **Ordinance 2022-21 – Amending the Future Land Use Designation of 65 West Avenue from Residential Medium Density/Mixed Use to Commercial Medium Intensity – First Reading**

The property at 65 West Avenue is a .29 acre parcel that is east of Highway US 1 (South Ponce de Leon Boulevard) and east of West Avenue. The property is adjacent to commercial property to the north, west, and south. This property was part of the River's Edge PUD that was never developed, and which expired in 2008.

The River's Edge PUD contained 9 individual properties (within 11 parcels) and 4 of these properties have gone through the land use plan amendment process. The remaining properties within the expired River's Edge PUD include the River's Edge Marina and several residential properties. The City Commission directed staff to send correspondence to the remaining property owners within the expired PUD to inform them of their zoning status. This application is in response to that letter.

The city's Future Land Use Map (FLUM) identified Residential Medium Density/Mixed Use as the land use category for the 65 West Avenue. The owner has requested to change the land use to the Commercial Medium Intensity land use category. An application to rezone the property to Commercial Medium-two (CM-2), which is consistent with the proposed land use category has also been submitted. The owner has not presented any specific development plans for the property.

On June 7, 2022, the Planning and Zoning Board (PZB) made a positive recommendation to amend the future land use of 65 West Avenue from Residential Medium Density/Mixed Use to Commercial Medium Intensity. Attached you will find the Ordinance, and legal description, a map illustrating the requested change, and the packet of information regarding this application and the compatible rezoning provided to the PZB.

Please place Ordinance 2022-21 on the City Commission agenda for first reading.

If you have any questions, please let me know.



Amy McClure Skinner, AICP
Director, Planning and Building Department

ORDINANCE NO. 2022-21

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION OF APPROXIMATELY 0.29 ACRES OF PROPERTY LOCATED AT 65 WEST AVENUE IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT DESIGNATION OF RESIDENTIAL MEDIUM DENSITY/MIXED USE TO A DESIGNATION OF COMMERCIAL MEDIUM INTENSITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Augustine, Florida finds that all legal requirements have been met, a public hearing has been held and the Planning and Zoning Board has recommended that a parcel of property containing approximately 0.29 acres of land, located at 65 West Avenue (PIN #119510 0000), being more fully described herein, that the property's Future Land Use Map (FLUM) designation should be amended from Residential Medium Density/Mixed Use to Commercial Medium Intensity;

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

Section 1 Amending Comprehensive Plan, Future Land Use Map.

The following described property, containing approximately 0.29 acres located at 65 West Avenue in the City of St. Augustine, and identified on the Future Land Use Map (FLUM) of the city's Comprehensive Plan 2040 as Residential Medium Density/Mixed Use, is hereby amended to the classification of Commercial Medium

Intensity. This property is also known as Parcel #119510 0000, and as more fully described in the attached legal description.

Section 2 Authorization. The City Planning and Building Director is hereby authorized and directed to amend the Future Land Use Map (FLUM) of the City's Comprehensive Plan for the City of St. Augustine, Florida to reflect the FLUM amendment of the above-described land.

Section 3 Repeal of Conflicting Ordinances and Provisions of Comprehensive Plan. All ordinances or parts of ordinances in conflict herewith are hereby repealed. The remaining portions of said Comprehensive Plan for the City of St. Augustine, Florida and any associated ordinances which are not in conflict with the provisions of this ordinance shall remain in full force and effect.

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

Section 5. Effective Date. This ordinance shall be effective thirty-one (31) days after adoption or, if challenged within thirty (30) days after adoption, effective upon issuance of a final order by the Department of Economic Opportunity or the Administration Commission.

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

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

This instrument was prepared by:
Nick Asselta
Action Title Services of St. Johns County, Inc.
3670 US 1 South, Suite 110, St. Augustine, Florida 32086
File Number: 18236
Consideration: \$272,222.00
Documentary Stamps Paid: \$1,906.10

This Warranty Deed

Made this August 6, 2020 A.D. By
Ella Mae Warrell and Horace David Higginbotham and George Alvin Higginbotham and Gerald E. Simms and Randa Walker and Karin Daniel and Kristan Hundley and Shannon St. Clair and Rita M. Tobey and Erminio Cruz hereinafter called the grantor,
to Wild Bill's Investments, LLC, a Florida limited liability company, whose post office address is: 3964 Sea Eagle Circle, St. Augustine, FL 32086, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that Grantor, for the sum of Ten Dollars and no cents (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee the following described property:

Lots Sixty-three (63) and Sixty-five (65) of Block "F" of Wildwood Park Company's Subdivision in the Southeast portion of the Avice and Veil Grant, in Section Thirty-seven (37), Township Seven (7) South of Range Thirty (30) East, as per plat of same recorded in Plat Book 1, page 133, St. Johns County Records.

AND

Lots Sixty-seven (67), Sixty-eight (68) and Sixty-nine (69) of Block "F" of Wildwood Park Company's Subdivision in the Southeast portion of the Avice and Veil Grant, in Section thirty-seven (37), Township Seven (7) South of Range Thirty (30) East, as per plat of same recorded in Plat book 1, Page 133, and amended in Plat book 3, Page 15, St. Johns County, Florida.

Parcel ID Number: 119480-0000 & 119510-0000

Grantor warrants that said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon as defined by Article X, Section 4 of the Florida Constitution, nor is it adjacent to or contiguous with any of his/their homestead(s) and that the property described herein is not now, nor has it ever been, the primary residence/homestead of the owner or the owner's spouse or dependent child, if any.

In addition, the property is not contiguous to such persons' homestead, which is located at:

Ella Mae Warrell: 31017 Calles Maxmillian, Los Fresnos, TX 78566
Horace David Higginbotham: 308 Palm Blvd., Laguna Vista, TX 78578
George Alvin Higginbotham: 521 Palm Blvd., Laguna Vista, TX 78578
Gerald E. Simms: 520 Thomas Street, St. Augustine, FL 32084
Randa Walker: 8985 Normandy Blvd., Lot 34, Jacksonville, FL 32221
Karin Daniel: 520 Thomas Street, St. Augustine, FL 32084
Kristan Hundley: 520 Thomas Street, St. Augustine, FL 32084
Shannon St. Clair: 865 N. Bonsai Ln, Meridian, ID 83642
Rita M. Tobey: 405 E. 17th Street, Kannapolis, NC 28083
Erminio Cruz: 32113 FM 803, Los Fresnos, TX 78566

[signature page to follow]

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO covenants, restrictions, easements, limitations and reservations of record, if any. However, this reference does not reimpose same. Subject to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes and assessments accruing subsequent to December 31, 2019.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

[1]

Nick Asselta

Gerald E. Simms (Seal)
Gerald E. Simms
Address: 520 Thomas Street, St. Augustine, FL 32084

Witness Printed Name: Nick Asselta

[2]

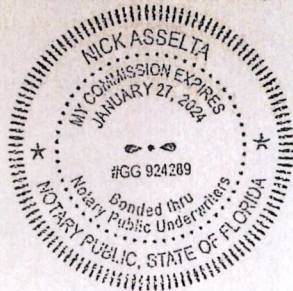
Craig M. Herzog
Witness Printed Name
State of FLORIDA
County of ST. JOHNS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 06, 2020, by Gerald E. Simms. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

Nick Asselta
Notary Public
Print Name: Nick Asselta
My Commission Expires: 1/27/2024

(NOTARY SEAL)



In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

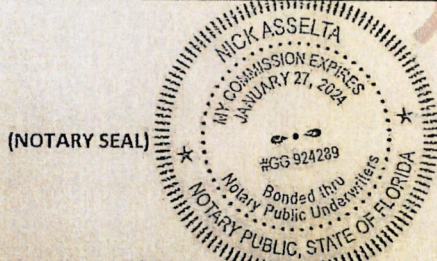
[1] *Randa Walker* (Seal)
 Randa Walker
 Address: 8985 Normandy Blvd., Lot 34, Jacksonville, FL 32221

Witness Printed Name: Nick Asselta

[2] *Craig M. Herzog*
 Witness Printed Name: Craig M. Herzog
 State of FLORIDA
 County of ST. JOHNS

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 6, 2020, by Randa Walker. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.



Nick Asselta
 Notary Public
 Print Name: Nick Asselta
 My Commission Expires: 1/27/2024

Signed, sealed and delivered in our presence:

[1] *Karin Daniel* (Seal)
 Karin Daniel
 Address: 520 Thomas Street, St. Augustine, FL 32084

Witness Printed Name: Nick Asselta

[2] *Craig M. Herzog*
 Witness Printed Name: Craig M. Herzog
 State of FLORIDA
 County of ST. JOHNS

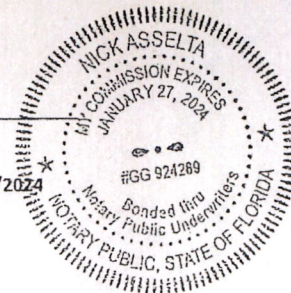
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 6, 2020, by Karin Daniel. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

(NOTARY SEAL)

Page: 3 of 8
 Revised 12/18/2019

Nick Asselta
 Notary Public
 Print Name: Nick Asselta
 My Commission Expires: 1/27/2024



In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

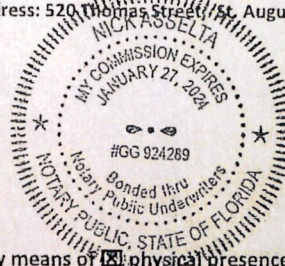
[1] Nick Asselta

Witness Printed Name: Nick Asselta

[2] Craig M. Herzog

Witness Printed Name: Craig M. Herzog
State of FLORIDA
County of ST. JOHNS

Kristan Hundley (Seal)
Address: 520 Thomas Street, St. Augustine, FL 32084

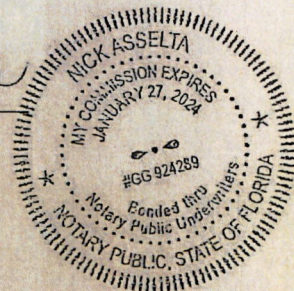


The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 12, 2020, by Kristan Hundley. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

Nick Asselta
Notary Public
Print Name: Nick Asselta
My Commission Expires: 1/27/2024

(NOTARY SEAL)



In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

(1) Virginia P. Gil
Witness Printed Name Virginia P. Gil

(2) Vilma B. Noyola
Witness Printed Name Vilma B. Noyola

Ella Mae Warrell (Seal)
Ella Mae Warrell
Address: 31072 Calle Maximilian
LOS Fresnos Tx 78566

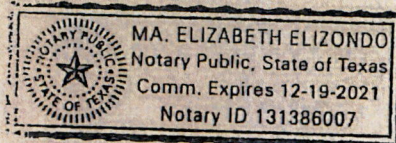
Horace David Higginbotham (Seal)
Horace David Higginbotham
Address: 308 Palm Blvd
Laguna Vista TX 78578

George Alvin Higginbotham (Seal)
George Alvin Higginbotham
Address: 521 Palm Blvd
Laguna Vista TX 78578

State of Texas
County of Cameron

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 03, 2020, by Ella Mae Warrell and Horace David Higginbotham and George Alvin Higginbotham. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☐ produced a current Florida Driver's license as identification.
☒ produced a current Texas DL as identification.



(NOTARY SEAL)

Ma. Elizabeth Elizondo
Notary Public
Print Name: Ma. Elizabeth Elizondo
My Commission Expires: 12-19-2021

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

[1] Sherry W. Beaver

Witness Printed Name Sherry W. Beaver

[2] Tammy Dugant

Witness Printed Name Tammy Dugant

State of NC
County of Cabarrus

Rita M. Tobey (Seal)
Rita M. Tobey
Address: 405 E. 17th St.
Kannapolis, NC 28083

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 4th, 2020, by Rita M. Tobey. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☐ produced a current Florida Driver's license as identification.
☒ produced NC DL 0000 3514 5031 as identification.

(NOTARY SEAL)

Sherry W. Beaver
Notary Public

Print Name: Sherry W. Beaver
My Commission Expires: 9-20-23

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

(1) [Signature] (Seal)
Shannon St. Clair
Address: 865 N Bonsai Ln
Meridian, ID 83642

Witness Printed Name Alicia D. Hakeem

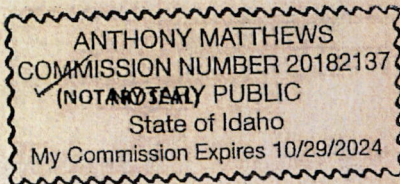
(2) [Signature]

Witness Printed Name Joshua Surber

State of Idaho
County of ADA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 5, 2020, by Shannon St. Clair. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
- ☐ produced a current Florida Driver's license as identification.
- ☒ produced Idaho Driver's License as identification.



[Signature]
Notary Public
Print Name: ANTHONY MATTHEWS
My Commission Expires: 10-29-2024

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

(1) Virginia P. Gil

Witness Printed Name Virginia P. Gil

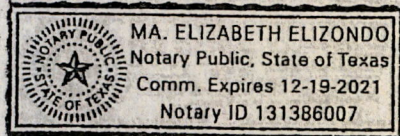
(2) Vilma B. Noyola

Witness Printed Name Vilma B. Noyola

State of Texas
County of Cameron

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 03, 2020, by Erminio Cruz. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☒ produced Current TX DL as identification.



(NOTARY SEAL)

Erminio Cruz (Seal)
Erminio Cruz
Address: 32113 FM 803
Los Fresnos, TX 78566

MA. ELIZABETH ELIZONDO
Notary Public
Print Name: MA. ELIZABETH ELIZONDO
My Commission Expires: 12-19-2021

FUTURE LAND USE MAP

119480-0000 and 119510-0000



BEFORE THE
PLANNING AND ZONING BOARD FOR THE
CITY OF ST. AUGUSTINE, FLORIDA

TYPE OF REQUEST:

- | | |
|--|--|
| ☐ Appeal | ☐ Preliminary Subdivision Plat Approval |
| ☐ Conservation Overlay Zone Development | ☐ PUD Modification/Amendment |
| ☐ Use by Exception | ☒ Rezoning |
| ☐ Final Development Plan | ☐ Variance |
| ☒ Land Use Plan Amendment | ☐ Other Click here to enter text. |

IN THE MATTER OF:

Case No.: 2022-0028

Applicant: Courtney P. Gaver c/o Rogers Towers, P.A.

Owner: Wild Bill's Investments, LLC

Address: 63 & 65 West Avenue

Parcel Number: 1194800000 and 1195100000

RE: Request to amend the current land use of Residential Medium Density Mixed Use to Commercial Medium Intensity and to rezone the property from an expired Planned Unit Development (PUD) to the Commercial medium-two: CM-2 zoning district.

THE PLANNING AND ZONING BOARD HAS HEARD TESTIMONY AND EXAMINED EVIDENCE AT A PUBLIC HEARING HELD ON JUNE 7, 2022, AND BASED ON THE TESTIMONY AND EVIDENCE, THE BOARD HAS DETERMINED AS FOLLOWS:

FINDINGS OF FACT AND CONCLUSIONS OF LAW:

1. Applicant is the legal owner, occupant, and/or representative of the owner/occupant of the subject property and duly submitted an application with the owner's knowledge, and was duly notified of the hearing, in accordance with Chapter 28 of the Code of the City of St. Augustine. The applicant and/or representative ☒ was present at the June 7, 2022 Planning and Zoning Board meeting and testified under oath, or ☐ was not present.
2. A public hearing was held, with notice given as required by law, and ☒ members of the public testified under oath, or ☐ no members of the public spoke on this issue.
3. The subject property has a land use designation of Residential Medium Density Mixed Use and a zoning classification of expired Planned Unit Development (PUD).
4. The above-described Rezoning and Comprehensive Land Use Plan Amendment is subject to Section 28-30 of the Code of the City of St. Augustine.

ORDER:

Based upon the evidence presented, the Planning and Zoning Board determined that the requested action **MEETS** / **DOES NOT MEET** the requirements of Section 28-30, City of St. Augustine Code, and **APPROVES** / **DENIES** / **CONTINUES** the Applicant's request to amend the current land use of Residential Medium Density Mixed Use to Commercial Medium Intensity and to rezone the property from an expired Planned Unit Development (PUD) to the Commercial medium-two: CM-2 zoning district.

Subject to the following conditions:

- Recommend land use plan amendment
- Recommend Rezoning
- _____
- _____
- _____
- _____
- _____
- _____

DONE AND ORDERED, at a public hearing on the 7 day of June, A.D., 2022, in the Alcazar Room, 75 King Street, St. Augustine, Florida.

2022-0028 REQUEST **APPROVED** / DENIED / CONTINUED

Sign Name

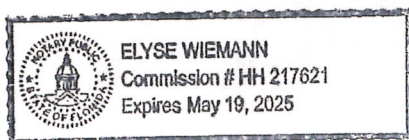
Print Name

PLANNING AND ZONING BOARD
CITY OF ST. AUGUSTINE, FLORIDA

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, Michael Davis, by means of ☒ physical presence or ☐ online notarization, who is personally known to me and who is the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed.

Witness my hand and official seal, this 7th day of June, A.D., 2022.



Elyse Wiemann
Notary Public, State of Florida

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

TO: Planning and Zoning Board

DATE: June 7, 2022

RE: **COMPREHENSIVE PLAN LAND USE PLAN AMENDMENT
AND REZONING 2022-0028**

AGENDA ITEM	8(a)
APPLICANT	Courtney P. Gaver c/o Rogers Towers, P.A.
OWNER	Wild Bills's Investments, LLC
LOCATION	63 West Avenue / PID 119480-0000 65 West Avenue / PID 119510-0000
REQUEST	To amend the current land use of Residential Medium Density Mixed Use to Commercial Medium Intensity and to rezone parcels at 63 & 65 West Avenue from an expired Planned Unit Development (PUD) to Commercial Medium-Two (CM-2).
CURRENT LAND USE	Residential Medium Density/Mixed Use
CURRENT ZONING	Expired Planned Unit Development (PUD)
PROPOSED LAND USE	Commercial Medium Intensity
PROPOSED ZONING	Commercial medium-two (CM-2)

APPLICABLE CODES/ORDINANCES FOR COMPREHENSIVE PLAN AMENDMENTS
AND REZONINGS

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

(c) *Nature and requirements of board report.* The report and recommendations to the city commission as required by subsection (d) below shall show that the board has studied and considered:

(1) The need and justification for the change.

- (2) The relationship of the proposed amendment or rezoning to the city's general planning program and such comprehensive plans as may from time to time be adopted by the city commission.
- (3) Consistency with the comprehensive plan.
- (d) *Board report to commission.* If the board recommends approval of the amendment or rezoning, the board shall forward its recommendation and report to the city commission.

The report and recommendation of the board shall be advisory only and shall not be construed to be binding upon the city commission. If the board recommends denial of the amendment or rezoning, the property owner or other person aggrieved may proceed with an appeal to the city commission pursuant to section 28-29(g) of the City Code.

Comprehensive Plan Land Use Plan Amendment

The current Comprehensive Plan land use designation of the property at both 63 and 65 West Avenue is Residential Medium Density/Mixed Use. This land use was consistent with a Planned Unit Development (PUD) that has subsequently expired.

The applicant is requesting to change the land use designation back to the previous designation of Commercial Medium Intensity.

The Residential Medium Density/Mixed Use category is defined in the Future Land Use Element of the 2040 Comprehensive Plan and outlined below:

FLUE Policy 6.4.6

Residential Medium Density Mixed Use

This district is intended to apply to those neighborhoods designated for mixed residential and commercial uses so as to create a medium intensity residential and medium intensity commercial mix of uses. A maximum of fifty percent (50%) of the Residential Medium Density Mixed Use land use designation shall be allocated for nonresidential uses. Nonresidential uses shall be limited to low intensity industrial (light manufacturing, processing, packaging and fabricating), medium intensity commercial, public and institutional uses including schools consistent with the Public Schools Facilities Element, recreation and Open Land (Conservation) as appropriate. Low intensity industrial uses shall not be permitted near public schools unless a trade or technical school.

For Residential Uses a maximum of 16 units per acre; public and institutional uses are limited to the density and intensity of the most restrictive adjacent land use.

To encourage mixed use developments:

- Residential uses shall occupy a minimum of 40% and a maximum of 75% of the development area, unless otherwise approved by the PZB.

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

- Commercial uses shall occupy a minimum of 35% and a maximum of 50% of the development area, unless otherwise approved by the PZB.

The Commercial Medium Intensity category is defined in the Future Land Use Element of the 2040 Comprehensive Plan and outlined below:

FLUE Policy 6.5.2

Commercial Medium Intensity

This district is intended to apply where adequate traffic circulation capacity is available to provide medium intensity automotive oriented commercial and service uses and related facilities, and to areas where adequate lot depth is available to provide meaningful development for service-oriented automotive uses, tourist accommodations, attractions and supporting facilities. Appropriate uses may include recreation, public and institutional uses, Open Land (Conservation), multi-family, and residential or non-residential mixed uses.

Residential Uses Single or multi-family units to a maximum of 16 units per acre.

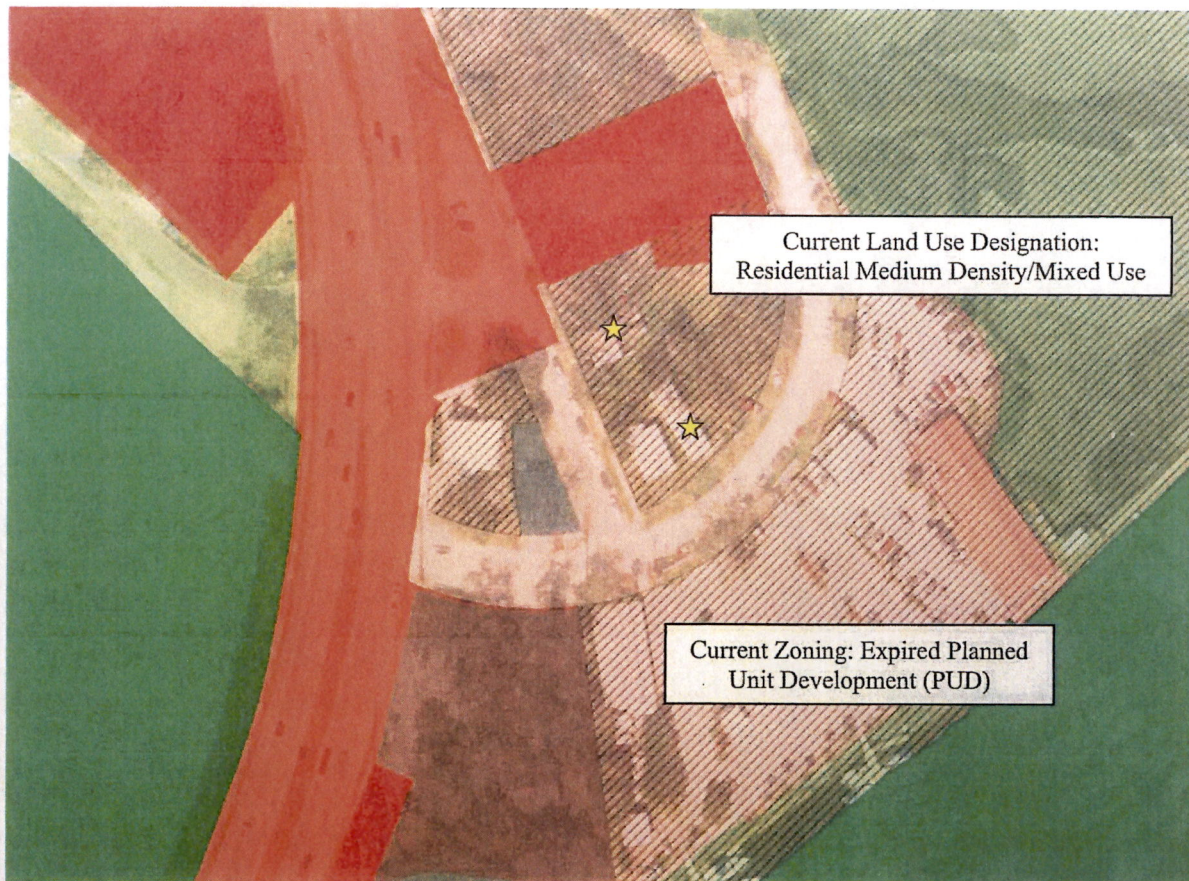
- Not more than fifty percent (50%) of the Commercial Medium Intensity designation shall be permitted for residential use. Other uses maximum lot coverage of 70%; maximum height restriction of 35 feet.

To encourage mixed use developments:

- Residential uses included in mixed use developments shall occupy a minimum of 25% and a maximum of 50% of the development area, unless otherwise approved by the PZB.
- Commercial uses included in a residential mixed-use development shall occupy a minimum of 30% and a maximum of 70% of the development area, unless otherwise approved by the PZB.
- Mixed use commercial projects are encouraged.

Rezoning

The current Zoning designation of the property at both 63 and 65 West Avenue is an expired Planned Unit Development (PUD). No development of the property can proceed unless the property is rezoned to a new PUD or another zoning category that is consistent with the Comprehensive Plan land use designation. If the property remains Residential Medium Density Mixed Use the zoning districts that are considered compatible would be either Residential General Office (RGO) or Residential General Office-A (RGO-A).



Because the applicant is requesting to change the land use designation back to the previous designation of Commercial Medium Intensity. The applicant is also requesting to rezone the property back to the compatible zoning district. See below:

Sec. 28-209. - Commercial medium-two: CM-2.

Intent. This district is intended to apply where adequate traffic circulation capacity is available to provide medium intensity automotive oriented commercial and service uses and related facilities. It is not intended that this district become or be used for strip commercial purposes.

(1) *Permitted uses and structures.* As for CM-1 (section [28-208](#)), and in addition:

- a. Retail outlets for the sale of general merchandise excluding new or used automobiles, trucks, boats and tractors (but not automobile wrecking or storage yards, junkyards, or scrap processing yards), heavy machinery and equipment, dairy supplies, feed, fertilizer, plant nursery, lumber and building supplies, supermarkets and convenience stores and similar products.
- b. Service establishments of all kinds including automobile service station or truck stop (see [section 28-338](#)) excluding businesses where automotive vehicles are offered for rent or sale, repair and service garage, motor vehicle body shop, auto laundry, drive-in restaurant, laundry or dry cleaning establishments, veterinarian or animal boarding

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

kennels in soundproof building, pest control, carpenter or cabinet shop, home equipment rental, ice delivery station, job printing or newspaper, marina, radio or television broadcasting transmitter, antenna, office and studio facilities, banks and financial institutions, video rentals, funeral homes, travel agencies, electronic equipment/TV repair shop, employment offices, upholstering, furniture refinishing and similar establishments.

- c. Establishments or facilities for the retail sale and service of all alcoholic beverages, either for on-premises or off-premises consumption, or both.
 - d. Any type of wholesale, jobber or distributorship business where the total operation does not require more than four thousand (4,000) square feet of floor space; no vehicle is used in excess of one-and-one-half-ton capacity; all merchandise is stored within an enclosed building; and no heavy machinery or manufacturing is located on the premises.
 - e. Hotels and motels with or without kitchenettes.
 - f. Building trades contractor not requiring outside storage; nor the use of any vehicle in excess of one-ton capacity; nor any machinery, ditching machines, tractors, bulldozers or other heavy construction equipment.
 - g. Multifamily dwellings as for RG-1.
 - h. Colleges.
 - i. Shopping plaza or shopping center.
 - j. Intermediate care facilities.
 - k. Home office, private.
 - l. Agricultural market, outdoor or indoor.
 - m. Special event venue as per [section 28-347\(8\)](#).
 - n. Craft alcohol industry. See also [section 28-209\(1\)d.](#) for limitations on any type of wholesale, jobber or distributorship business.
- (2) *Permitted accessory uses.* See [section 28-348](#).
- (3) *Permissible uses by exception:*
- a. As provided in [section 28-347](#).
 - b. Wholesale, warehouse, or storage use, to include miniwarehouses, and self-storage facilities.
 - c. Building trades contractor with outside storage yard and heavy construction equipment.
 - d. Boatyard.
 - e. Light manufacturing, processing (including food processing but not slaughterhouse), packaging or fabricating and candy manufacturing.
 - f. Bulk storage yards, including bulk storage of flammable liquids.
 - g. Open air theaters, but not drive-in theaters.
 - h. Commercial, recreational and entertainment facilities such as museums, carnival or circus, shooting gallery, skating rink, pony ride, go-cart track, athletic complexes, arena, auditorium, convention center, dance hall, indoor theater and similar uses; provided, however, such uses do not have temporary facilities which exceed more than thirty-five (35) feet in height for more than thirty (30) days in any calendar year. For the purpose of this section, exceeding the height at any time during a twenty-four-hour period constitutes a day.
 - i. Palmist, astrologist, psychics, clairvoyants, phrenologists and similar uses.
 - j. Businesses that offer for sale new or used automobiles, trucks, boats and tractors.

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

- k. Uses and structures as for RG-1 (section [28-163](#)).
- l. Facilities for sales, trade, gift, display, storage, delivery or on-site commercial consumption of legally available marijuana.
- (4) *Minimum lot requirements (width and area):*
 - a. Minimum lot width, one hundred (100) feet.
 - b. Minimum lot area, fifteen thousand (15,000) square feet; except as specifically required for certain uses.
- (5) *Maximum lot coverage of all buildings.* Seventy-five (75) percent.
- (6) *Minimum yard requirements:*
 - a. Front, zero feet minimum, thirty (30) feet maximum, except for property abutting U.S. Highway No. 1 for which the front yard requirements shall be ten (10) feet minimum and no maximum. Buildings must front an arterial road if the property is located along an arterial, and front two (2) arterial roads if the property is located adjacent to two (2) or more arterial roads. The front yard requirement shall be measured from the property line to the building, excluding awnings, portes cochere, balconies, porches, canopies, or other non-occupied appendages.
 - b. Side, five (5) feet.
 - c. Rear, five (5) feet.
 - d. Minimum yard requirements for the San Marco Avenue Design Standards. Development within the San Marco Avenue Design Standards entranceway corridor area including the use of the residential typology requires a front setback fifteen (15) feet minimum, thirty (30) feet maximum. Development within the San Marco Avenue Design Standards entranceway corridor area including the use of the traditional commercial typology requires a front setback zero feet minimum, ten (10) feet maximum, and zero feet side setback consistent with the chart in the design standards.
- (7) *Maximum height of structures:* Thirty-five (35) feet.
- (8) *Vehicular access:* Facilities for sales, trade, gift, display, storage, delivery or on-site commercial consumption of legally available marijuana shall require a condition of direct vehicular access to a roadway functional classification of principal arterial-urban U.S. Highway 1.

STAFF ANALYSIS & SUMMARY

Staff does not make a recommendation on comprehensive plan amendment or rezoning applications; the Board's role is to make a recommendation to the City Commission.

The property at 63 & 65 West Avenue was part of the River's Edge Planned Unit Development (PUD). The River's Edge PUD was not acted upon and has expired meaning a rezoning of the property is necessary for any type of development. The River's Edge PUD was composed of multiple properties, some of which have gone through the rezoning process, including Broomstick Motorbikes at 59 West Avenue and Georgie's Fresh Market at 415 S Ponce De Leon Boulevard as well as the property at 66 Lewis Boulevard.

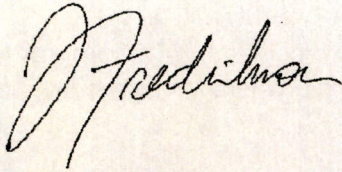
The City Commission directed staff to send letters to the other property owners involved with the expired PUD to inform them of the zoning status of their property and to encourage them to resolve

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

this issue. The property owner for 63 and 65 West Avenue received a letter resulting in the application under consideration.

STAFF RECOMMENDATION

Staff does not make recommendations concerning comprehensive plan amendments or rezonings of land. The Planning and Zoning Board makes formal recommendations to the City Commission regarding these items.



Jacob Fredriksson
Senior Planner
Planning and Building Department



**CITY OF ST AUGUSTINE
APPLICATION TO PLANNING AND ZONING BOARD**

Application Fee: \$400 (plus advertising costs) Project Number: 2022-0028
Receipt Number: 2364462 Meeting Date: June 7, 2022
Advertising Costs: \$ _____ Paid On: _____ Receipt Number: _____

1. NAME OF APPLICANT: Courtney P. Gaver Contact Number: 904-473-1388
Business (if applicable): Rogers Towers, P.A.
Address: 100 Whetstone Place, Ste. 200 City: St. Augustine State: Florida Zip: 32086
E-Mail Address: cgaver@rtlaw.com

2. NAME OF PROPERTY OWNER: Wild Bill's Investments, LLC Contact Number: (904) 669-6194
Business (if applicable): _____
Address: 3964 Sea Eagle Circle City: St. Augustine State: Florida Zip: 32086
E-Mail Address: Wildbills5@yahoo.com

3. LEGAL DESCRIPTION OF PROJECT PROPERTY:
Lot: 63, 65, 67, 68 and 69 Block: F
Subdivision: Wildwood Park Parcel Number: 119480-0000; 119510-0000

4. PROJECT STREET ADDRESS: 63 and 65 West Avenue

5. SPECIFIC PROPOSED USE: The Owner intends to leave the current use of the Property at this time.

6. ACTION REQUESTED:
☐ Conservation Zone Development ☐ Appeal of Staff Determination
☐ Exception ☒ Land Use Plan Amendment
☐ Variance ☒ Rezoning
☐ Other: _____

7. DESCRIPTION OF ACTION REQUESTED: The Applicant, on behalf of the property Owner, seeks to rezone approximately 0.43 acres located at 63 and 65 West Avenue from the expired River's Edge Planned Unit Development (PUD) approved under Ordinance 2006-14 and restore the property's Commercial-Medium Two (CM-2) zoning. The Applicant, on behalf of the Owner, also seeks to restore the property's future land use designation from Residential Medium Density/Mixed Use to Commercial Medium Intensity.

8. JUSTIFICATION FOR ACTION REQUESTED: The property is currently part of the River's Edge Planned Unit Development (PUD) (Ord. 2006-14) which expired in 2008. Because the Property's underlying Future Land Use designation in the City's Comprehensive Plan was amended to Residential Medium Density/Mixed Use at the time of the PUD approval in 2006, the Property's zoning classification did not resort back to Commercial Medium-Two (CM-2). This has resulted in an inconsistency with the zoning and future land use designations of the Property, which the Owner seeks to restore after the issue was brought to his attention in the City Commission's December 29, 2021 letter to the Owner.

04/18/2019

9. IF APPLYING FOR A VARIANCE, PLEASE COMPLETE THE FOLLOWING AND EXPLAIN THE SITUATION FULLY ALONG WITH PROVIDING DOCUMENTATION:

(a) Does the property because of size, shape, topography or other physical conditions, suffer singular disadvantage, which disadvantage does not apply to other properties in the vicinity: N/A

(b) Can you establish that this disadvantage causes the owner to be unable to make reasonable use of the affected property: N/A

(c) Can you establish that this disadvantage does not exist because of conditions created by the owner or applicant: N/A

(d) Can you establish that granting of the variance will not be contrary to the public interest; will not adversely affect other property in the vicinity; and will be in harmony with the spirit, intent and purpose of this Section: N/A

10. PREVIOUS APPLICATIONS:

Has any application been submitted to the Planning & Zoning Board concerning any part of the subject property within the past year?

☐ Yes ☒ No If yes, please give date and final disposition below.

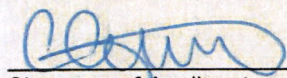
11. AGREEMENT:

In filing this application, I understand that it becomes a part of Public Record of the City of St. Augustine and hereby certify that all information contained herein is accurate to the best of my knowledge.

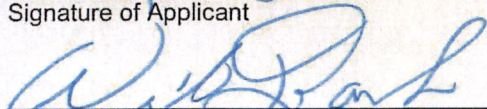
Application must be signed by both applicant and property owner if different. Letter of authorization must be submitted in absence of the property owner's signature or where an authorized agent signs in lieu of either property owner or applicant.

Florida Statute 286.0105 states that a person appealing any decision by this board at any meeting regarding this application may need a verbatim record of the proceedings which includes testimony and evidence upon which the appeal is to be based.

IMPORTANT NOTICE: When the hearing date has been set and a legal notice has been published or posted, the applicant must be prepared to present the request at the scheduled hearing date. If the applicant requests a continuance, the decision to grant or deny the request for continuance will be decided by a vote of the Board at the scheduled hearing date. The applicant, or a duly authorized representative with authority to bind, should be present at the scheduled hearing date to answer questions from the board regarding the application. If the board votes to deny the request for a continuance, the hearing on the application will go forward, whether or not the applicant is present, and could result in a denial of the application if the Board finds that the application and supporting documents submitted prior to the meeting do not meet the criteria of the Code.


Signature of Applicant

4/14/2022
Date


Signature of Property Owner

4/8/22
Date



**CITY OF ST. AUGUSTINE
DEVELOPMENT PERMIT APPLICANT WAIVER**

The applicant acknowledges and agrees to waive the limitation of three requests for additional information by the City of St. Augustine, pursuant to Chapter 166.033, Florida Statutes.

The applicant acknowledges and agrees that the City offers weekly Friday Review development review meetings, as well as, department specific applicant meetings with its reviewing staff at any point in the application process to attempt to resolve outstanding issues. The applicant is responsible for scheduling any requested meetings with City staff directly.

The applicant acknowledges and agrees that if after three unresolved submittals the applicant elects to proceed with final approval or denial proceedings, the applicant must request so in writing to the City.

Courtney P. Gaver

Print name of applicant

A handwritten signature in blue ink, appearing to read "C. Gaver", written over a horizontal line.

Signature of applicant

Date

4/18/2022



**CITY OF ST. AUGUSTINE
DEVELOPMENT PERMIT APPLICANT WAIVER**

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The applicant acknowledges and agrees that if after three unresolved submittals the applicant elects to proceed with final approval or denial proceedings, the applicant must request so in writing to the City.

Courtney P. Gaver

Print name of applicant



Signature of applicant

4/14/2022

Date



Owner's Authorization For Agent

Courtney P. Gaver of Rogers Towers, P.A. is/are hereby authorized TO ACT ON BEHALF OF Wild Bill's Investments, LLC, the owner(s) of those lands described within ☒ the attached application, or ☐ described within the previously filed Application number: _____, and as described in the attached deed or other such proof of ownership as may be required, in applying to the City of St. Augustine's Planning & Zoning Board, located at: 63 and 65 West Avenue, St. Augustine, Florida 32084.

BY: [Signature]
Signature of Owner / Title: Manager
WILLIAM BARBER
Print Name of Owner
904-669-6194
Telephone Number

State of Florida

County of St. Johns

Signed and sworn before me on this 14 day of April, 2022

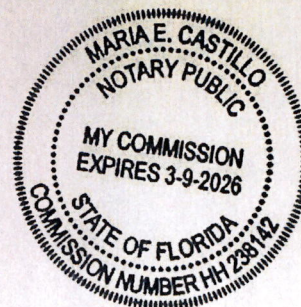
By William Barber

Identification verified: ☒

Oath sworn: ☒ Yes ☐ No

Notary Signature: [Signature]

My Commission expires: 3-9-2026





ATTORNEYS AT LAW

Courtney P. Gaver

904.473.1388
cgaver@rtlaw.com

100 Whetstone Place, Suite 200
St. Augustine, Florida 32086

904.824.0879 Main
904.396.0663 Fax
www.rtlaw.com

April 14, 2022

VIA E-MAIL & U.S. MAIL

Ms. Amy Skinner
Director of Planning and Building
City of St. Augustine
75 King Street
St. Augustine, Florida 32084
pzb@citystaug.com

RECEIVED
APR 19 2022
Planning/Building

**Re: 63 and 65 West Avenue / Applications for Small-Scale Rezoning and Small-Scale Land Use Plan Amendment
Parcel ID Nos. 119480-0000; 119510-0000**

Dear Ms. Skinner:

Our client, Wild Bill's Investments, LLC ("Owner") is the owner of parcels located at 63 and 65 West Avenue within the City of St. Augustine (together, the "Property"). The aforementioned applications are filed in response to the City Commission's December 29, 2021 letter to the Owner (a copy of which is enclosed).

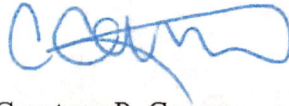
Our firm, as authorized applicant on behalf of the Owner, seeks to restore the Property's Commercial-Medium-Two (CM-2) zoning and Commercial Medium Intensity Future Land Use designation. The Property is currently part of the River's Edge Planned Unit Development (PUD) (Ord. 2006-14) which expired in 2008. Because the Property's underlying Future Land Use designation under the City's Comprehensive Plan was amended from Commercial Medium Intensity to Residential Medium Density/Mixed Use at the time of the PUD approval in 2006, the Property's zoning classification did not resort back to Commercial Medium-Two (CM-2) when the PUD expired in 2008. Accordingly, as the City has acknowledged, this has resulted in an inconsistency with the zoning and future land use designations of the Property.

For these reasons, the Owner would like to restore the Future Land Use and zoning designations of the Property to Commercial Medium Intensity and Commercial Medium-Two (CM-2). Enclosed are applications for a Small-Scale Rezoning and Small-Scale Land Use Plan Amendment, with supporting documents and the required application fees. Please note that, at this time, the Owner is not prepared to propose any development of the Property, and intends to leave the current use of the Property without proposing any changes.

Our team looks forward to working with you and your colleagues on these applications. Please do not hesitate to contact me should you have any questions.

Sincerely yours,

ROGERS TOWERS, P.A.



Courtney P. Gaver



CITY OF
ST. AUGUSTINE
EST. 1565

December 29, 2021

RE: Property part of the now expired River's Edge Planned Unit Development (PUD) in the City of St. Augustine – Parcel ID #119480-0000 or 63 West Avenue

To whom it may concern:

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

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

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

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

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

Apply for Exemptions

[Apply for Exemptions](#)

Sales Questionnaire Form

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

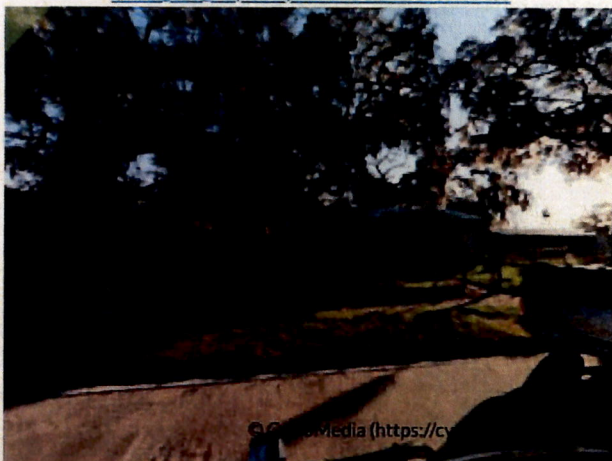
[Sales Questionnaire](#)

2021 TRIM Notice

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

Summary

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



Parcel ID	1194800000
Location Address	63 WEST AVE SAINT AUGUSTINE 32084-0000
Neighborhood	Ponce Boulevard South (SF) (681.03)
Tax Description*	3-15 WILDWOOD PARK LOTS 63 & 65 BLK F OR5009/118/(P/R) & 5009/1813(P/R) & 5009/1815 <i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Single Family (0100)
Subdivision	Wildwood Park, Plat Amending Blocks F &
Sec/Twp/Rng	37-7-30
District	City of St Augustine (District 452)
Millage Rate	19.3368
Acreage	0.140
Homestead	N

Owner Information

Owner Name	Wild Bills Investments LLC 100%
Mailing Address	3964 SEA EAGLE CIR SAINT AUGUSTINE, FL 32086-0000

Map



Valuation Information

	2022
Building Value	\$13,331
Extra Features Value	\$0
Total Land Value	\$90,000
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$103,331
Total Deferred	\$0
Assessed Value	\$103,331
Total Exemptions	\$0
Taxable Value	\$103,331

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

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2021	\$11,296	\$0	\$90,000	\$0	\$0	\$101,296	\$101,296	\$0	\$101,296
2020	\$11,487	\$0	\$90,000	\$0	\$0	\$101,487	\$95,120	\$6,367	\$95,120
2019	\$11,106	\$0	\$90,000	\$0	\$0	\$101,106	\$86,473	\$14,633	\$86,473
2018	\$7,347	\$0	\$90,000	\$0	\$0	\$97,347	\$78,612	\$18,735	\$78,612
2017	\$7,552	\$953	\$90,000	\$0	\$0	\$98,505	\$71,465	\$27,040	\$71,465
2016	\$7,720	\$953	\$90,000	\$0	\$0	\$98,673	\$64,968	\$33,705	\$64,968
2015	\$8,055	\$953	\$90,000	\$0	\$0	\$99,008	\$59,062	\$39,946	\$59,062
2014	\$7,740	\$953	\$45,000	\$0	\$0	\$53,693	\$53,693	\$0	\$53,693
2013	\$8,055	\$953	\$45,000	\$0	\$0	\$54,008	\$54,008	\$0	\$54,008
2012	\$8,371	\$953	\$45,000	\$0	\$0	\$54,324	\$54,324	\$0	\$54,324
2011	\$8,687	\$953	\$51,000	\$0	\$0	\$60,640	\$60,640	\$0	\$60,640
2010	\$9,003	\$953	\$57,000	\$0	\$0	\$66,956	\$66,956	\$0	\$66,956

Building Information

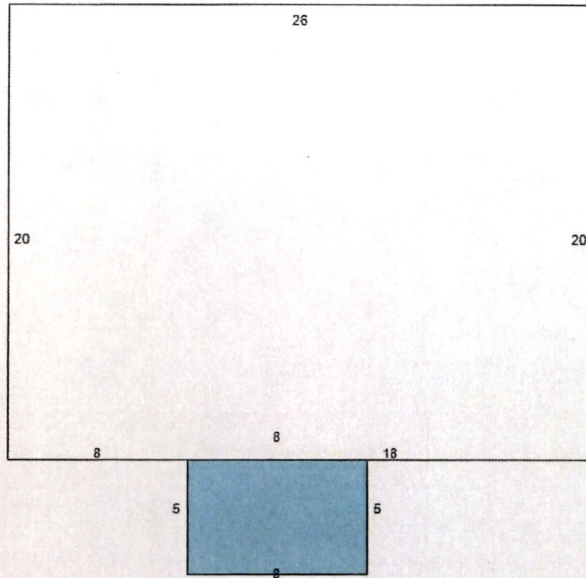
Building	1
Year Built	1972
Actual Area	560
Conditioned Area	520
Use	Single Family Residence
Style	01
Class	N
Exterior Wall	Wood

Roof Cover	Metal
Roof Structure	Gable Hip
Interior Flooring	Pine Wood
Interior Wall	Drywall
Heating Type	None
Air Conditioning	Window
Bedrooms	0
Baths	

Description	Square Footage
BASE AREA	520
FINISHED OPEN PORCH	40
Total SqFt	560

Sketch Information

Room Type
Base
FINISHED OPEN PORCH



Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Single Family	60	100	6000	SF	\$90,000

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
8/6/2020	8/6/2020	\$272,300.00	WARRANTY DEED	5009	1815	U	I	WARRELL ELLA MAE ET AL	WILD BILLS INVESTMENTS LLC
8/6/2020	8/6/2020	\$38,900.00	PERSONAL REP	5009	1813	U	I	SIMMS GERALD	WILD BILLS INVESTMENTS LLC
8/6/2020	8/6/2020	\$38,900.00	PERSONAL REP	5009	1811	U	I	SIMMS GERALD	WILD BILLS INVESTMENTS LLC
4/9/2020	4/9/2020	\$0.00	SUMMARY ORDER ADMIN	4920	211	U	I	HIGGINBOTHAM ELIZABETH A ESTATE	TOBEY RITA M
4/9/2020	4/9/2020	\$0.00	SUMMARY ORDER ADMIN	4920	209	U	I	DANIEL JUNE GALE ESTATE	DANIEL KAREN ET AL
4/9/2020	4/9/2020	\$0.00	SUMMARY ORDER ADMIN	4920	197	U	I	HIGGINBOTHAM THERON MARK ESTATE	ST CLAIR SHANNON
4/9/2020	4/9/2020	\$0.00	SUMMARY ORDER ADMIN	4920	195	U	I	CRUZ JEREMY ESTATE	CRUZ ERMINIO
4/26/2017	4/24/2017	\$100.00	PERSONAL REP	4364	1292	U	I	SIMMS GERALD E (PERS REP)	WARRELL ELLA MAE ETAL
2/5/2013	1/31/2013	\$16,000.00	QUIT CLAIM DEED	3682	610	U	I	HIGGINBOTHAM BERNICE	SIMMS GERALD E
8/6/2020	1/10/2008	\$0.00	LETTERS OF ADMN	5009	1796	U	I	CRUZ KAREN BRENDA (ESTATE)	SIMMS GERALD (PERSONAL REP)
	3/15/2002	\$0.00	LETTERS OF ADMN	1748	1262	U	I	BOYNT BERNICE (DECD 1/20/02)	BOYNT BERNICE ESTATE (LETT OF ADMIN)
	3/2/2001	\$0.00	WILL	1748	1258	U	I	BOYNT BERNICE	BOYNT BERNICE (WILL)
	1/1/1978	\$0.00		383	304	U	I		BOYNT BERNICE

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

The following information is provided for the data in the following modules:
The data is provided for the data in the following modules:

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

[Last Data Upload: 3/31/2022, 12:15:43 AM](#)



Version 2.1.1.1

Apply for Exemptions

[Apply for Exemptions](#)

Sales Questionnaire Form

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

[Sales Questionnaire](#)

2021 TRIM Notice

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

Summary

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



Parcel ID	1195100000
Location Address	65 WEST AVE SAINT AUGUSTINE 32084-0000
Neighborhood	Ponce Boulevard South (SF) (681.03)
Tax Description*	3-15 WILDWOOD PARK LOTS 67 68 & 69 BLK F OR 5009/1811(P/R) & 5009/1813(P/R) & 5009/1815 <i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Single Family (0100)
Subdivision	Wildwood Park, Plat Amending Blocks F &
Sec/Twp/Rng	37-7-30
District	City of St Augustine (District 452)
Millage Rate	19.3368
Acreage	0.290
Homestead	N

Owner Information

Owner Name	Wild Bills Investments LLC 100%
Mailing Address	3964 SEA EAGLE CIR SAINT AUGUSTINE, FL 32086-0000

Map



Valuation Information

	2022
Building Value	\$15,026
Extra Features Value	\$1,984
Total Land Value	\$189,000
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$206,010
Total Deferred	\$0
Assessed Value	\$206,010
Total Exemptions	\$0
Taxable Value	\$206,010

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

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2021	\$12,243	\$1,984	\$189,000	\$0	\$0	\$203,227	\$203,227	\$0	\$203,227
2020	\$12,775	\$1,984	\$189,000	\$0	\$0	\$203,759	\$203,759	\$0	\$203,759
2019	\$11,203	\$1,885	\$189,000	\$0	\$0	\$202,088	\$202,088	\$0	\$202,088
2018	\$11,660	\$1,885	\$189,000	\$0	\$0	\$202,545	\$126,352	\$76,193	\$126,352
2017	\$12,118	\$2,728	\$141,750	\$0	\$0	\$156,596	\$114,865	\$41,731	\$114,865
2016	\$12,575	\$2,728	\$141,750	\$0	\$0	\$157,053	\$104,423	\$52,630	\$104,423
2015	\$13,032	\$2,728	\$141,750	\$0	\$0	\$157,510	\$94,930	\$62,580	\$94,930
2014	\$12,696	\$2,728	\$70,876	\$0	\$0	\$86,300	\$86,300	\$0	\$86,300
2013	\$15,042	\$843	\$70,876	\$0	\$0	\$86,761	\$86,761	\$0	\$86,761
2012	\$16,539	\$843	\$70,876	\$0	\$0	\$88,258	\$88,258	\$0	\$88,258
2011	\$16,754	\$843	\$80,324	\$0	\$0	\$97,921	\$97,921	\$0	\$97,921
2010	\$19,741	\$896	\$89,776	\$0	\$0	\$110,413	\$110,413	\$0	\$110,413

Building Information

Building	1
Year Built	1972
Actual Area	818
Conditioned Area	748
Use	Single Family Residence
Style	01
Class	N
Exterior Wall	Wood

Roof Cover	Metal
Roof Structure	Gable Hip
Interior Flooring	Carpet, Sheet Vinyl
Interior Wall	Drywall
Heating Type	None
Air Conditioning	Window
Bedrooms	2
Baths	1

Description	Square Footage
BASE AREA	748
FRAME UTILITY	70
Total SqFt	818

Sketch Information

The figure shows a large rectangle with a smaller rectangle attached to its left side. The large rectangle has a width of 34 and a height of 22. The smaller rectangle has a width of 7 and a height of 10. The total height of the composite figure is 34 (22 + 10). The total width is 41 (34 + 7).

Code Description	Status	Value
Storage Building		1984

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Single Family	63	100	6300	SF	\$94,500
Single Family	63	100	6300	SF	\$94,500

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
8/6/2020	8/6/2020	\$272,300.00	WARRANTY DEED	5009	1815	U	I	WARRELL ELLA MAE ET AL	WILD BILLS INVESTMENTS LLC
8/6/2020	8/6/2020	\$38,900.00	PERSONAL REP	5009	1813	U	I	SIMMS GERALD	WILD BILLS INVESTMENTS LLC
8/6/2020	8/6/2020	\$38,900.00	PERSONAL REP	5009	1811	U	I	SIMMS GERALD	WILD BILLS INVESTMENTS LLC
4/9/2020	4/9/2020	\$0.00	SUMMARY ORDER ADMIN	4920	211	U	I	HIGGINBOTHAM ELIZABETH A ESTATE	TOBEY RITA M ET AL
4/9/2020	4/9/2020	\$0.00	SUMMARY ORDER ADMIN	4920	209	U	I	DANIEL JUNE GALE ESTATE	DANIEL KARIN ET AL
4/9/2020	4/9/2020	\$0.00	SUMMARY ORDER ADMIN	4920	197	U	I	HIGGINBOTHAM THERON MARK ESTATE	ST CLAIR SHANNON
4/9/2020	4/9/2019	\$0.00	SUMMARY ORDER ADMIN	4920	195	U	I	CRUZ JEREMY ESTATE	CRUZ ERMINIO
4/18/2018	4/18/2018	\$0.00	ORDER DET HX REAL P	4533	43	U	I	BOYNT BERNICE ESTATE	WARRELL ELLA MAE ETAL
2/5/2013	1/31/2013	\$16,000.00	QUIT CLAIM DEED	3682	610	U	I	HIGGINBOTHAM BERNICE	SIMMS GERALD E
8/6/2020	1/10/2008	\$0.00	LETTERS OF ADMN	5009	1796	U	I	CRUZ KAREN BRENDA (ESTATE)	SIMMS GERALD (PERSONAL REP)
4/19/2002	4/19/2002	\$0.00	WILL	1748	1258	U	I	BOYNT BERNICE DEC'D 1/20/2002	
4/19/2002	3/15/2002	\$0.00	LETTERS OF ADMN	1748	1262	U	I	COURT	SIMMS GERALD E PERS REP

Page 344 of 471
Page 201 of 380

The St. John County Property Appraiser's Office makes every effort to ensure the accuracy of the information available. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

[Last Data Upload: 3/31/2022, 12:15:43 AM](#)



Version 2.1.13.1

This instrument was prepared by:
Nick Asselta
Action Title Services of St. Johns County, Inc.
3670 US 1 South, Suite 110, St. Augustine, Florida 32086
File Number: 18236
Consideration: \$272,222.00
Documentary Stamps Paid: \$1,906.10

This Warranty Deed

Made this August 6, 2020 A.D. By
Ella Mae Warrell and Horace David Higginbotham and George Alvin Higginbotham and Gerald E. Simms and Randa Walker and Karin Daniel and Kristan Hundley and Shannon St. Clair and Rita M. Tobey and Erminio Cruz hereinafter called the grantor,
to Wild Bill's Investments, LLC, a Florida limited liability company, whose post office address is: 3964 Sea Eagle Circle, St. Augustine, FL 32086, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that Grantor, for the sum of Ten Dollars and no cents (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee the following described property:

Lots Sixty-three (63) and Sixty-five (65) of Block "F" of Wildwood Park Company's Subdivision in the Southeast portion of the Avic and Veil Grant, in Section Thirty-seven (37), Township Seven (7) South of Range Thirty (30) East, as per plat of same recorded in Plat Book 1, page 133, St. Johns County Records.

AND

Lots Sixty-seven (67), Sixty-eight (68) and Sixty-nine (69) of Block "F" of Wildwood Park Company's Subdivision in the Southeast portion of the Avic and Veil Grant, in Section thirty-seven (37), Township Seven (7) South of Range Thirty (30) East, as per plat of same recorded in Plat book 1, Page 133, and amended in Plat book 3, Page 15, St. Johns County, Florida.

Parcel ID Number: 119480-0000 & 119510-0000

Grantor warrants that said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon as defined by Article X, Section 4 of the Florida Constitution, nor is it adjacent to or contiguous with any of his/their homestead(s) and that the property described herein is not now, nor has it ever been, the primary residence/homestead of the owner or the owner's spouse or dependent child, if any.

In addition, the property is not contiguous to such persons' homestead, which is located at:

Ella Mae Warrell: 31017 Calles Maxmillian, Los Fresnos, TX 78566
Horace David Higginbotham: 308 Palm Blvd., Laguna Vista, TX 78578
George Alvin Higginbotham: 521 Palm Blvd., Laguna Vista, TX 78578
Gerald E. Simms: 520 Thomas Street, St. Augustine, FL 32084
Randa Walker: 8985 Normandy Blvd., Lot 34, Jacksonville, FL 32221
Karin Daniel: 520 Thomas Street, St. Augustine, FL 32084
Kristan Hundley: 520 Thomas Street, St. Augustine, FL 32084
Shannon St. Clair: 865 N. Bonsai Ln, Meridian, ID 83642
Rita M. Tobey: 405 E. 17th Street, Kannapolis, NC 28083
Erminio Cruz: 32113 FM 803, Los Fresnos, TX 78566

[signature page to follow]

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO covenants, restrictions, easements, limitations and reservations of record, if any. However, this reference does not reimpose same. Subject to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes and assessments accruing subsequent to December 31, 2019.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

[1] Nick Asselta

Witness Printed Name: Nick Asselta

[2] Craig M. Herzog

Witness Printed Name Craig M. Herzog
State of FLORIDA
County of ST. JOHNS

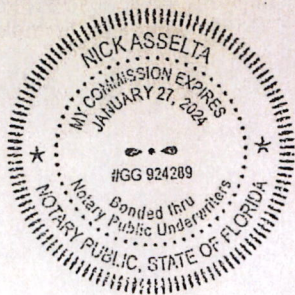
Gerald E. Simms (Seal)
Gerald E. Simms
Address: 520 Thomas Street, St. Augustine, FL 32084

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 06, 2020, by Gerald E. Simms. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

Nick Asselta
Notary Public
Print Name: Nick Asselta
My Commission Expires: 1/27/2024

(NOTARY SEAL)



In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

[1]

Witness Printed Name: Nick Asselta

[2]

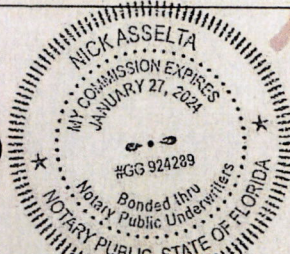
Witness Printed Name: Craig M. Herzog
State of FLORIDA
County of ST. JOHNS

Randa Walker (Seal)
Randa Walker
Address: 8985 Normandy Blvd., Lot 34, Jacksonville, FL 32221

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 6, 2020, by Randa Walker. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

(NOTARY SEAL)



Nick Asselta
Notary Public
Print Name: Nick Asselta
My Commission Expires: 1/27/2024

Signed, sealed and delivered in our presence:

[1]

Witness Printed Name: Nick Asselta

[2]

Witness Printed Name: Craig M. Herzog
State of FLORIDA
County of ST. JOHNS

Karin Daniel (Seal)
Karin Daniel
Address: 520 Thomas Street, St. Augustine, FL 32084

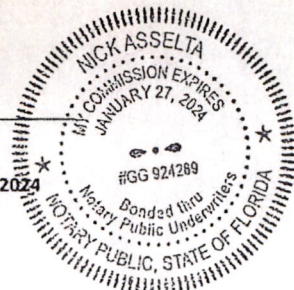
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 6, 2020, by Karin Daniel. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

(NOTARY SEAL)

Page: 3 of 8
Revised 12/18/2019

Nick Asselta
Notary Public
Print Name: Nick Asselta
My Commission Expires: 1/27/2024



In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES)
AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST
IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

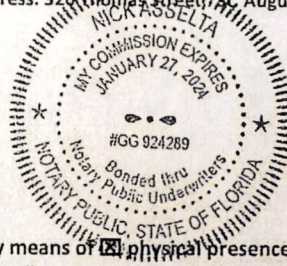
[1] Nick Asselta

Witness Printed Name: Nick Asselta

[2] Craig M. Herzog

Witness Printed Name: Craig M. Herzog
State of FLORIDA
County of ST. JOHNS

Kristan Hundley (Seal)
Kristan Hundley
Address: 520 Thomas Street, St. Augustine, FL 32084

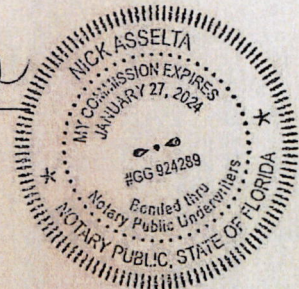


The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, this August 13, 2020, by Kristan Hundley. Such person (notary must check
applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

Nick Asselta
Notary Public
Print Name: Nick Asselta
My Commission Expires: 1/27/2024

(NOTARY SEAL)



In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

(1) Virginia P. Gil
Witness Printed Name Virginia P. Gil

(2) Wilma B. Noyola
Witness Printed Name Wilma B. Noyola

✓ Ella Mae Warrell (Seal)
Ella Mae Warrell
Address: 21072 Calle Maximilian
LOS FRESNOS TX 78566

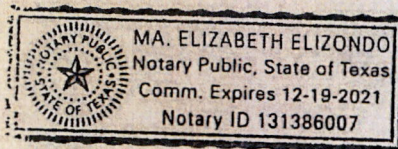
✓ Horace David Higginbotham (Seal)
Horace David Higginbotham
Address: 308 Palm Blvd
Laguna Vista TX 78578

✓ George Alvin Higginbotham (Seal)
George Alvin Higginbotham
Address: 541 Palm Blvd
Laguna Vista TX 78578

{ State of Texas
County of Cameron

{ The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 03, 2020, by Ella Mae Warrell and Horace David Higginbotham and George Alvin Higginbotham. Such person (notary must check applicable box):

- { ☐ is / are personally known to me.
☐ produced a current Florida Driver's license as identification.
☒ produced a current Texas DL as identification.



(NOTARY SEAL)

✓ Ma. Elizabeth Elizondo
Notary Public
Print Name: Ma. Elizabeth Elizondo
My Commission Expires: 12-19-2021

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

(1) Sherry W. Beaver

Witness Printed Name Sherry W. Beaver

(2) Tammy Durant

Witness Printed Name Tammy Durant

State of NC
County of Cabarrus

Rita M. Tobey (Seal)
Rita M. Tobey
Address: 405 E. 17th St.
Kannapolis, NC 28083

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 4th, 2020, by Rita M. Tobey. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☐ produced a current Florida Driver's license as identification.
☒ produced NC DL 0000 35145031 as identification.

(NOTARY SEAL)

Sherry W. Beaver
Notary Public
Print Name: Sherry W. Beaver
My Commission Expires: 9-10-23

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

(1) [Signature] (Seal)
Shannon St. Clair
Address: 865 N Bonsai Ln
Meridian, ID 83642

Witness Printed Name Alien B. Hakeem

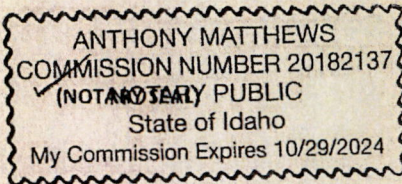
(2) [Signature]

Witness Printed Name Joshua Snyder

State of Idaho
County of ADA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 5, 2020, by Shannon St. Clair. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☐ produced a current Florida Driver's license as identification.
☒ produced Idaho Driver's License as identification.



[Signature]
Notary Public
Print Name: ANTHONY MATTHEWS
My Commission Expires: 10-29-2024

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

(1) Virginia P. Gil

Witness Printed Name Virginia P. Gil

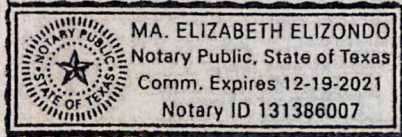
(2) Vilma B. Noyola

Witness Printed Name Vilma B. Noyola

State of Texas
County of Cameron

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 03, 2020, by Erminio Cruz. Such person (notary must check applicable box):

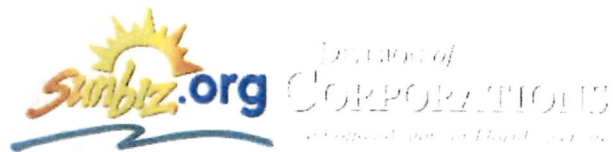
- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☒ produced Current TX DL as identification.



(NOTARY SEAL)

Erminio Cruz (Seal)
Erminio Cruz
Address: 32113 FM 803
Los Fresnos, TX 78566

MA. ELIZABETH ELIZONDO
Notary Public
Print Name: Ma. Elizabeth Elizondo
My Commission Expires: 12-19-2021



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
WILD BILL'S INVESTMENTS, LLC

Filing Information

Document Number	L18000065979
FEI/EIN Number	APPLIED FOR
Date Filed	03/12/2018
Effective Date	03/06/2018
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	09/27/2021

Principal Address

3964 SEAEAGLE CIRCLE
ST. AUGUSTINE, FL 32086

Changed: 09/27/2021

Mailing Address

3964 SEAEAGLE CIRCLE
ST. AUGUSTINE, FL 32086

Changed: 09/27/2021

Registered Agent Name & Address

BARBER, WILLIAM
3964 SEAEAGLE CIRCLE
ST. AUGUSTINE, FL 32086

Name Changed: 03/06/2019

Address Changed: 09/27/2021

Authorized Person(s) Detail

Name & Address

Title AMBR

BARBER, WILLIAM

3964 SEAEAGLE CIRCLE
ST. AUGUSTINE, FL 32086

Title AMBR

BARBER, PAUL W
3964 SEAEAGLE CIRCLE
ST. AUGUSTINE, FL 32086

Annual Reports

Report Year	Filed Date
2019	03/06/2019
2020	06/23/2020
2021	09/27/2021

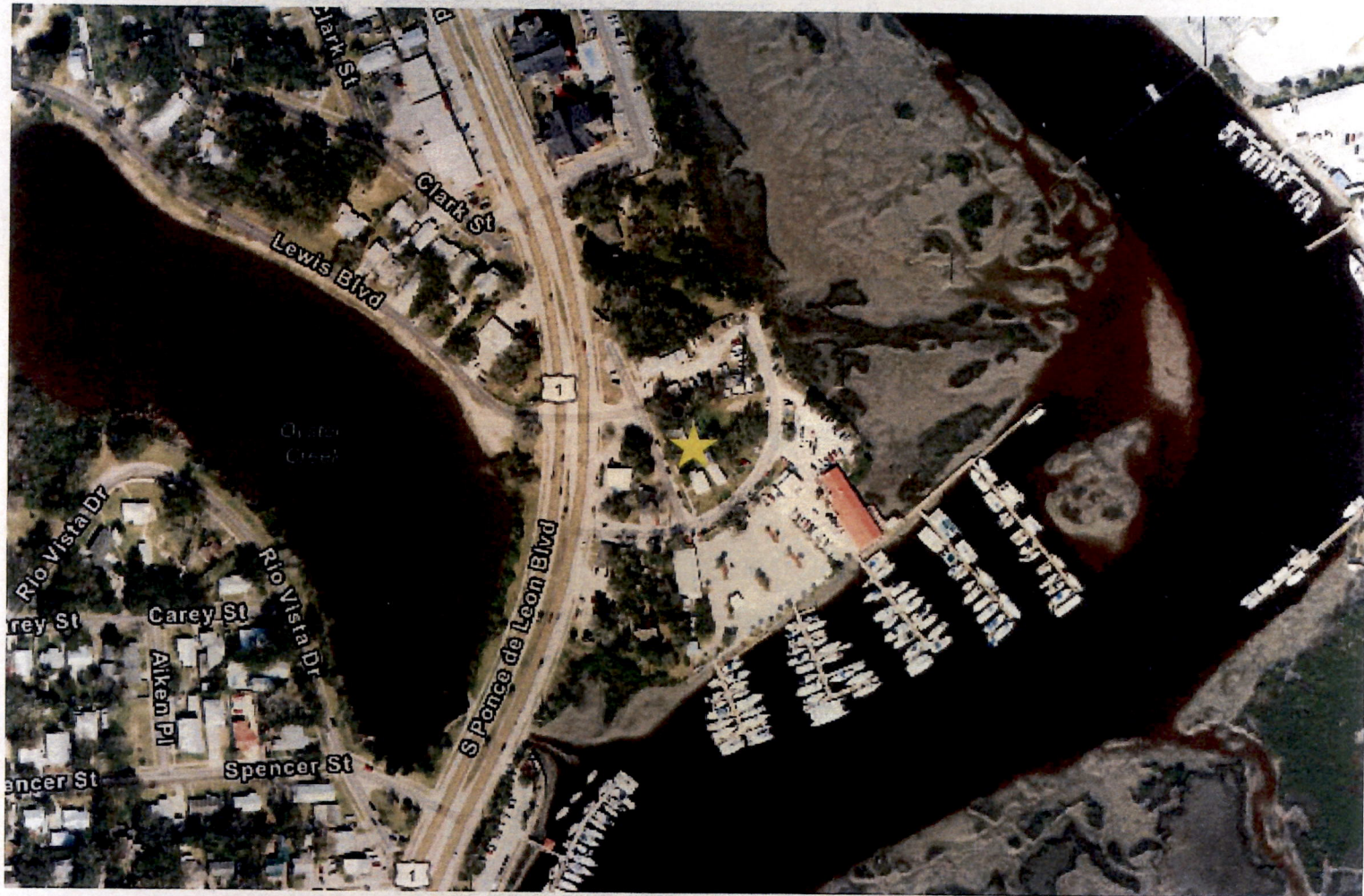
Document Images

09/27/2021 -- REINSTATEMENT	View image in PDF format
06/23/2020 -- ANNUAL REPORT	View image in PDF format
03/06/2019 -- ANNUAL REPORT	View image in PDF format
03/12/2018 -- Florida Limited Liability	View image in PDF format

Florida Department of State, Division of Corporations

GENERAL LOCATION MAP

119480-0000 and 119510-0000



FUTURE LAND USE MAP

119480-0000 and 119510-0000



ZONING MAP

119480-0000 and 119510-0000



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: June 16, 2022

RE: **Ordinance 2022-22 – Amending the Zoning of 65 West Avenue from Planned Unit Development (PUD) to Commercial Medium-two (CM-2) – First Reading**

The property at 65 West Avenue is a .29 acre parcel that is east of Highway US 1 (South Ponce de Leon Boulevard) and east of West Avenue. The property is adjacent to commercial property to the north, west, and south. This property was part of the River's Edge PUD that was never developed, and which expired in 2008.

The River's Edge PUD contained 9 individual properties (within 11 parcels) and 5 of these properties have gone through the rezoning process. The remaining properties within the expired River's Edge PUD include the River's Edge Marina and several residential properties. The City Commission directed staff to send correspondence to the remaining property owners within the expired PUD to inform them of their zoning status. This application is in response to the letter.

The city's Future Land Use Map (FLUM) identified Residential Medium Density/Mixed Use as the land use category for the 65 West Avenue. The owner has also requested to change the land use to the consistent category of Commercial Medium Intensity. The application is to rezone the property to Commercial Medium-two (CM-2), which is consistent with the proposed land use category. The owner has not presented any specific development plans for the property.

On June 7, 2022, the Planning and Zoning Board (PZB) made a positive recommendation to amend the zoning of 65 West Avenue from PUD to CM-2. Attached you will find the Ordinance, and legal description and a map illustrating the requested change. The packet of information provided to the PZB is included with the land use plan amendment material.

Please place Ordinance 2022-22 on the City Commission agenda for first reading.

If you have any questions, please let me know.



Amy McClure Skinner, AICP
Director, Planning and Building Department

ORDINANCE NO. 2022-22

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING APPROXIMATELY .29 ACRES OF PROPERTY LOCATED AT 65 WEST AVENUE, PID# 119510 0000 IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT CLASSIFICATION OF CITY OF ST. AUGUSTINE PLANNED UNIT DEVELOPMENT (PUD) TO THE CITY OF ST. AUGUSTINE CLASSIFICATION OF COMMERCIAL MEDIUM-TWO (CM-2); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Augustine, Florida finds that all legal requirements have been met, a public hearing has been held and the Planning and Zoning Board has recommended that a parcel of property containing approximately .29 acres, located on the east side of West Avenue, east of Highway US 1 and identified by the St. Johns County Property Appraiser as 65 West Avenue (PID#119510 0000) in the City of St. Augustine, being more fully described herein, should be rezoned;

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

Section 1. The following described property, containing approximately .29 acres located on the east side of West Avenue, east of Highway US 1 and identified by the St. Johns County Property Appraiser as 65 West Avenue (PID# 119510 0000), is hereby rezoned from the classification of Planned Unit Development (PUD) to the City of St. Augustine classification of Commercial Medium-Two (CM-2), and as more fully described in the attached legal description.

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

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. If any section, subsection, sentence, clause, phrase or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 5. This ordinance shall be effective thirty-one (31) days after adoption in conjunction with Ordinance No. 2022-21 or, if Ordinance No. 2022-21 is challenged within thirty (30) days after adoption, effective upon issuance of a final order by the Department of Economic Opportunity or the Administration.

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

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

This instrument was prepared by:

Nick Asselta
Action Title Services of St. Johns County, Inc.
3670 US 1 South, Suite 110, St. Augustine, Florida 32086
File Number: 18236
Consideration: \$272,222.00
Documentary Stamps Paid: \$1,906.10

This Warranty Deed

Made this August 6, 2020 A.D. By

Ella Mae Warrell and Horace David Higginbotham and George Alvin Higginbotham and Gerald E. Simms and Randa Walker and Karin Daniel and Kristan Hundley and Shannon St. Clair and Rita M. Tobey and Erminio Cruz hereinafter called the grantor,

to Wild Bill's Investments, LLC, a Florida limited liability company, whose post office address is: 3964 Sea Eagle Circle, St. Augustine, FL 32086, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that Grantor, for the sum of Ten Dollars and no cents (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee the following described property:

Lots Sixty-three (63) and Sixty-five (65) of Block "F" of Wildwood Park Company's Subdivision in the Southeast portion of the Avicé and Veil Grant, in Section Thirty-seven (37), Township Seven (7) South of Range Thirty (30) East, as per plat of same recorded in Plat Book 1, page 133, St. Johns County Records.

AND

Lots Sixty-seven (67), Sixty-eight (68) and Sixty-nine (69) of Block "F" of Wildwood Park Company's Subdivision in the Southeast portion of the Avicé and Veil Grant, in Section thirty-seven (37), Township Seven (7) South of Range Thirty (30) East, as per plat of same recorded in Plat book 1, Page 133, and amended in Plat book 3, Page 15, St. Johns County, Florida.

Parcel ID Number: 119480-0000 & 119510-0000

Grantor warrants that said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon as defined by Article X, Section 4 of the Florida Constitution, nor is it adjacent to or contiguous with any of his/their homestead(s) and that the property described herein is not now, nor has it ever been, the primary residence/homestead of the owner or the owner's spouse or dependent child, if any.

In addition, the property is not contiguous to such persons' homestead, which is located at:

Ella Mae Warrell: 31017 Calles Maxmillian, Los Fresnos, TX 78566
Horace David Higginbotham: 308 Palm Blvd., Laguna Vista, TX 78578
George Alvin Higginbotham: 521 Palm Blvd., Laguna Vista, TX 78578
Gerald E. Simms: 520 Thomas Street, St. Augustine, FL 32084
Randa Walker: 8985 Normandy Blvd., Lot 34, Jacksonville, FL 32221
Karin Daniel: 520 Thomas Street, St. Augustine, FL 32084
Kristan Hundley: 520 Thomas Street, St. Augustine, FL 32084
Shannon St. Clair: 865 N. Bonsai Ln, Meridian, ID 83642
Rita M. Tobey: 405 E. 17th Street, Kannapolis, NC 28083
Erminio Cruz: 32113 FM 803, Los Fresnos, TX 78566

[signature page to follow]

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

SUBJECT TO covenants, restrictions, easements, limitations and reservations of record, if any. However, this reference does not reimpose same. Subject to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes and assessments accruing subsequent to December 31, 2019.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

[1] Nick Asselta

Witness Printed Name: Nick Asselta

[2] Craig M. Herzog

Witness Printed Name: Craig M. Herzog

State of FLORIDA

County of ST. JOHNS

Gerald E. Simms (Seal)

Gerald E. Simms
Address: 520 Thomas Street, St. Augustine, FL 32084

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 06, 2020, by Gerald E. Simms. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

Nick Asselta

Notary Public

Print Name: Nick Asselta

My Commission Expires: 1/27/2024

(NOTARY SEAL)



In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

[1] Nick Asselta

Witness Printed Name: Nick Asselta

[2] Craig M. Herzog

Witness Printed Name: Craig M. Herzog
State of FLORIDA
County of ST. JOHNS

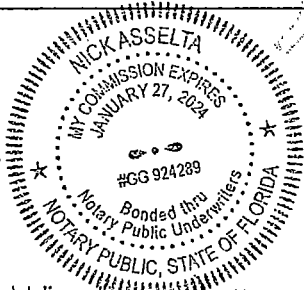
Randa Walker (Seal)

Randa Walker
Address: 8985 Normandy Blvd., Lot 34, Jacksonville, FL 32221

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 6, 2020, by Randa Walker. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

(NOTARY SEAL)



Nick Asselta
Notary Public
Print Name: Nick Asselta
My Commission Expires: 1/27/2024

Signed, sealed and delivered in our presence:

[1] Nick Asselta

Witness Printed Name: Nick Asselta

[2] Craig M. Herzog

Witness Printed Name: Craig M. Herzog
State of FLORIDA
County of ST. JOHNS

Karin Daniel (Seal)

Karin Daniel
Address: 520 Thomas Street, St. Augustine, FL 32084

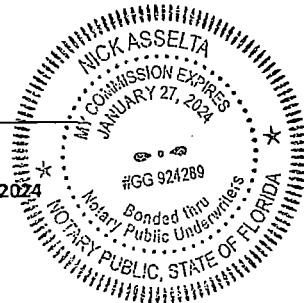
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 6, 2020, by Karin Daniel. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

(NOTARY SEAL)

Page: 3 of 8
Revised 12/18/2019

Nick Asselta
Notary Public
Print Name: Nick Asselta
My Commission Expires: 1/27/2024



In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

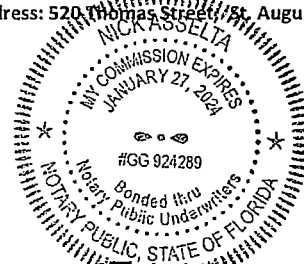
[1] Nick Asselta

Witness Printed Name: Nick Asselta

[2] Craig M. Herzog

Witness Printed Name: Craig M. Herzog
State of FLORIDA
County of ST. JOHNS

Kristan Hundley (Seal)
Address: 520 Thomas Street, St. Augustine, FL 32084

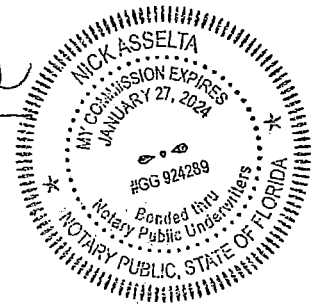


The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 10, 2020, by Kristan Hundley. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☐ produced _____ as identification.

Nick Asselta
Notary Public
Print Name: Nick Asselta
My Commission Expires: 1/27/2024

(NOTARY SEAL)



In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

(1) Virginia P. Gil
 Witness Printed Name Virginia P. Gil

(2) Vilma B. Noyola
 Witness Printed Name Vilma B. Noyola

Ella Mae Warrell (Seal)
 Ella Mae Warrell
 Address: 31072 Calle Maximilian
Los Fresnos, TX 78566

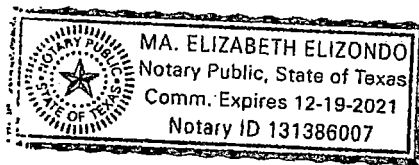
Horace David Higginbotham (Seal)
 Horace David Higginbotham
 Address: 308 Palm Blvd
Laguna Vista TX 78578

George Alvin Higginbotham (Seal)
 George Alvin Higginbotham
 Address: 521 Palm Blvd
Laguna Vista TX 78578

State of Texas
 County of Cameron

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 03, 2020, by Ella Mae Warrell and Horace David Higginbotham and George Alvin Higginbotham. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☐ produced a current Florida Driver's license as identification.
☒ produced a current Texas DL as identification.



(NOTARY SEAL)

Ma. Elizabeth Elizondo
 Notary Public
 Print Name: Ma. Elizabeth Elizondo
 My Commission Expires: 12-19-2021

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

[1] Sherry W. Beaver

Witness Printed Name Sherry W. Beaver

[2] Tammy Dugan

Witness Printed Name Tammy Dugan

State of NC
County of Cabarrus

Rita M. Tobey (Seal)
Rita M. Tobey
Address: 405 E. 17th St.
Kennapolis, NC 28083

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 4th, 2020, by Rita M. Tobey. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☐ produced a current Florida Driver's license as identification.
☒ produced NC DL 0000 35145031 as identification.

(NOTARY SEAL)

Sherry W. Beaver
Notary Public
Print Name: Sherry W. Beaver
My Commission Expires: 9-6-23

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

[1]

Witness Printed Name

Alison B. Takeem

Shannon St. Clair

Address: 865 N Bonsai Ln

Meridian, ID 83642

(Seal)

[2]

Witness Printed Name

Joshua S. Soper

State of

Idaho

County of

ADA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 5, 2020, by Shannon St. Clair. Such person (notary must check applicable box):

☐ is / are personally known to me.

☐ produced a current Florida Driver's license as identification.

☒ produced Idaho Driver's license as identification.

ANTHONY MATTHEWS
COMMISSION NUMBER 20182137
NOTARY PUBLIC
State of Idaho
My Commission Expires 10/29/2024

Notary Public

Print Name:

ANTHONY MATTHEWS

My Commission Expires:

10-29-2024

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

TWO DIFFERENT WITNESSES HAVE SIGNED BELOW (THE NOTARY MAY BE ONE OF THE TWO WITNESSES) AND NEITHER WITNESS NOR THE NOTARY IS RELATED TO THE GRANTOR(S) OR HAS A BENEFICIAL INTEREST IN THE SALE OF THIS PROPERTY DESCRIBED HEREIN.

Signed, sealed and delivered in our presence:

(1) Virginia P. Gil

Witness Printed Name Virginia P. Gil

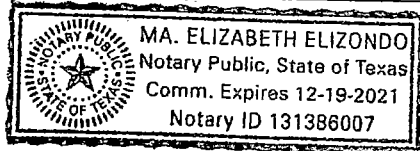
(2) Vilma B. Nayola

Witness Printed Name Vilma B. Nayola

State of Texas
County of Cameron

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this August 03, 2020, by Erminio Cruz. Such person (notary must check applicable box):

- ☐ is / are personally known to me.
☒ produced a current Florida Driver's license as identification.
☒ produced Current TX DL as identification.



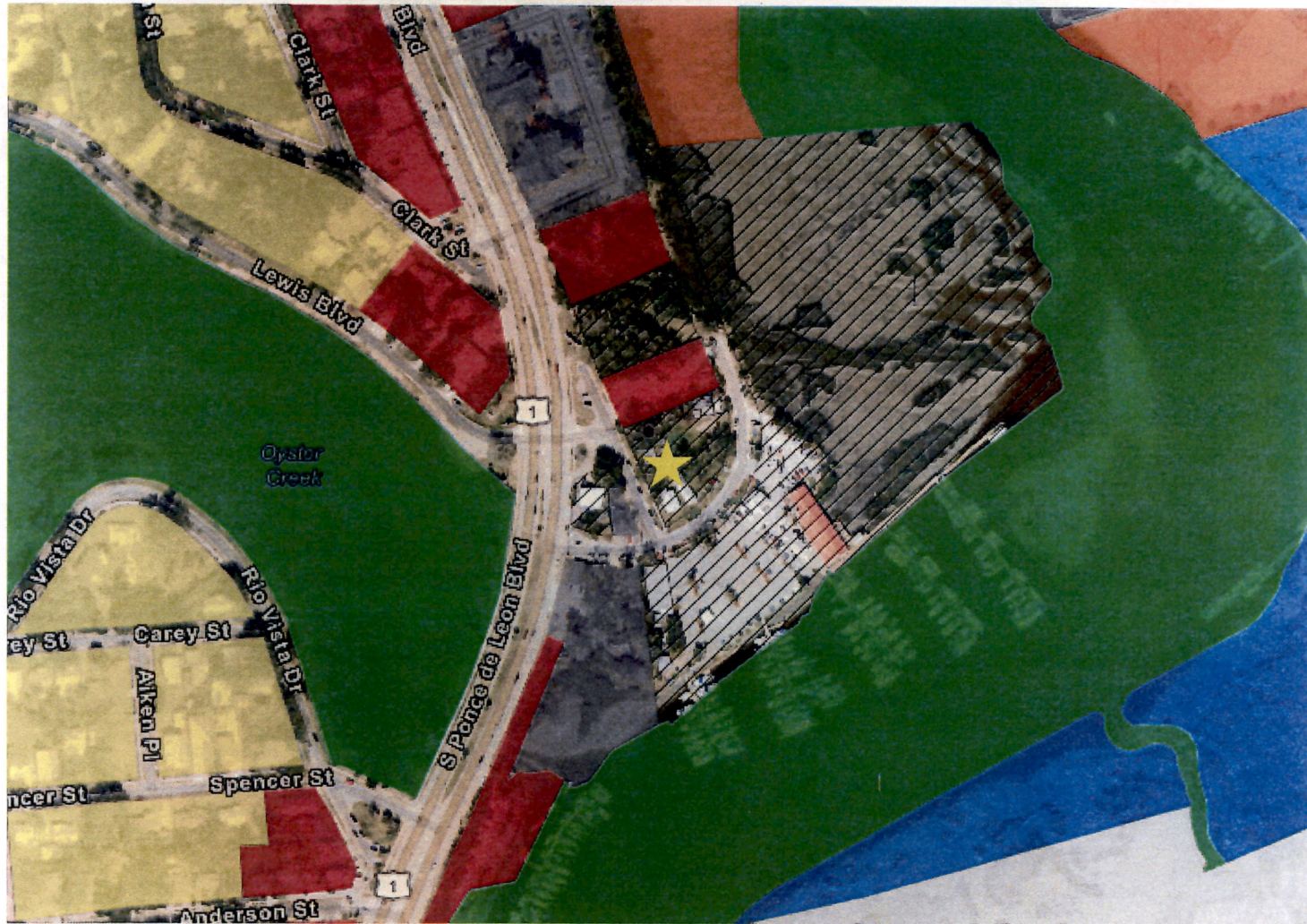
(NOTARY SEAL)

Erminio Cruz (Seal)
Erminio Cruz
Address: 32113 FM 803
Los Fresnos, TX 78566

MA. ELIZABETH ELIZONDO
Notary Public
Print Name: MA. ELIZABETH ELIZONDO
My Commission Expires: 12-19-2021

ZONING MAP

119480-0000 and 119510-0000



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: May 26, 2022

RE: Resolution 2022-18 Creating a City Poet Laureate

At the request of Commissioner Roxanne Horvath, the City Commission gave consensus during the regular meeting held on April 11, 2022, to create an official City Poet Laureate. Staff reviewed recommended processes and other cities who have created this volunteer position and drafted Resolution 2022-18 for your consideration.



Darlene Galambos
City Clerk

RESOLUTION NO. 2022-18

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY
OF ST. AUGUSTINE, FLORIDA CREATING THE CITY OF
ST. AUGUSTINE POET LAUREATE PROGRAM.**

WHEREAS, the City of St. Augustine's Strategic Plan includes an objective for Arts, Education and Community to be a more integral part of the community's rich arts and cultural scene, and to play a more active role in the development of art and cultural programs that will educate both our residents and our visitors; and

WHEREAS, poetry tells the history of human feeling and can sustain the emotional memory of a community; and

WHEREAS, poetry allows us to perceive our experience with greater richness and complexity and can carry us to the frontiers of linguistic imagination so that we can articulate our vision of the future; and

WHEREAS, knowledge of poetic traditions allows us to know more about our own culture and can serve as a passport to the cultures of others; and

WHEREAS, the City of St. Augustine has an interest in sharing its government viewpoint on topics of interest to the City by the use of poetry; and

WHEREAS, the City of St. Augustine intends to be the government speaker for works created, presented, or published as a St. Augustine Poet Laureate Work; and

WHEREAS, the City Commission of the City of St. Augustine desires to establish a City of St. Augustine Poet Laureate program and to develop terms and conditions of the program.

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

Section 1. That the City of St. Augustine hereby creates a City of St. Augustine Poet Laureate program.

Section 2. The following are the terms and conditions of the City of St. Augustine Poet Laureate program:

- a. The City of St. Augustine's Poet Laureate is a volunteer opportunity for interested St. Augustine residents or others having a connection to, and an interest in, the City of St. Augustine.
- b. The City Commission of the City of St. Augustine may designate one volunteer Poet Laureate every two years in January, or as soon thereafter as may be practicable. The Poet Laureate is appointed at the discretion of the City Commission and serves at the will of the City Commission.
- c. St. Augustine Poet Laureate Work: Any original poem specifically designated as a St. Augustine Poet Laureate Work ("Work") is intended to represent the City of St. Augustine Poet Laureate program. All other works of authorship of the Poet Laureate during their tenure are not intended to come under the regulations of this program. Poems identified as a St. Augustine Poet Laureate Work, are encouraged to be inspired by the history, culture, architecture, archeology, streetscape, environment, or people of the City of St. Augustine.
- d. The Poet Laureate is encouraged to share the love of poetry with the community through participation in City sponsored events, poetry readings, workshops, school outreach, or other civic holidays or cultural events. The City Commission may provide for small cultural or community grants available to reimburse out-of-pocket costs incurred by the Poet Laureate. This is not intended to create an employer-employee relationship, nor is it intended to create an expectation of funding beyond what may be approved through the City Commission's annual City budget, at the discretion of the City Commission.
- e. By participating as the designated City of St. Augustine's Poet Laureate, the Poet Laureate authorizes the City of St. Augustine to publish and reproduce, in various media formats, any poem identified as a St. Augustine Poet Laureate Work. The City of St. Augustine will not have exclusive use of the St. Augustine Poet Laureate Work nor own the copyright to a St. Augustine Poet Laureate Work; however, the author, on their behalf and on behalf of their successors, specifically authorizes the City of St. Augustine to use their St. Augustine Poet Laureate Work without fee or other compensation due to the author or successor of the copyright.
- f. Any poem identified as a St. Augustine Poet Laureate Work is intended to be the government speech of the City of St. Augustine, and the City may reject any such Work if it deems the Work unsuitable for this designation, at the City's discretion.
- g. The City of St. Augustine may end an individual's designation as City of St. Augustine Poet Laureate or may end the program of Poet Laureate at any time as determined by the City Commission.
- h. Applications for Poet Laureate will be available from the City Clerk's office and a Poet Laureate will be selected by the City Commission. If selected, the Poet Laureate agrees to complete the Volunteer/Intern Application and Agreement Form, comply with City policies and procedures, and comply with the terms and conditions of the City of St. Augustine Poet Laureate program.

ADOPTED by the City Commission of the City of St. Augustine, Florida in regular session, this _____ day of _____, 2022.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)



CALL FOR APPLICATIONS

The City of St. Augustine Poet Laureate serves as a herald for poets and their work. The Poet Laureate is dedicated to building a literary community through poetry and encouraging a love of poetry among people of all ages.

MISSION

The mission of the Poet Laureate is to promote the influence of poetry and enrich the lives of citizens by sharing and encouraging the gift of poetry.

EXPECTATIONS

- Represent the City of St. Augustine and the art of poetry through outreach related to poetry
- Participate in at least three selected City-sponsored events, dedications, or memorials per year by selecting and presenting original or appropriate works
- Act as a resource for the City of St. Augustine's poetry and literary activities
- Lead and participate in National Poetry Month events and activities
- Contribute to the creation of a poetic identity for the City of St. Augustine

REQUIREMENTS

- The Poet Laureate will be available to serve a two-year term
- The individual will be 18 years or older, a current City of St. Augustine resident, or have connections to the City through, family or community involvement
- The individual has demonstrated a commitment to and passion for poetry
- The individual must be comfortable with public recitation
- Poet Laureates may serve more than one term at the discretion of the City of St. Augustine City Commission

RECOGNITION

- The City Commission may provide for small cultural or community grants available to reimburse out-of-pocket costs incurred by the Poet Laureate
- Press coverage related to performances and special projects

TERM

The term of service is two years.

APPLICATION PROCESS

A general call for applications is made. The application will be available on www.citystaug.com and in the City Clerk's Office.

APPLICATIONS MUST INCLUDE:

1. Resume.
2. List of publications, if any.
3. Samples of their poetry.
4. Letters of support or recommendation, if any.
5. Statement of interest and connection to St. Augustine



CITY OF
ST AUGUSTINE
EST. 1565

APPLICATION:

- Name: _____
- Street: _____
- City, State, Zip Code: _____
- Phone: _____
- Alt. Phone: _____
- E-Mail: _____

Are you 18 or older?

- ☐ Yes
☐ No

WORK SAMPLES

Include a Submission List and copies of 5 to 10 poems that represent your best artistic achievements (Not to exceed 20 pages).

Submit no more than 1 poem per page. All pages must include the title of poem, your name and page number if appropriate, on each page. Include citation if work has been published (including self-published). All work samples must be typewritten, or computer generated. Handwritten submissions will not be accepted. Please provide copyright information where appropriate.

The City of St. Augustine will take general care in the handling of all submitted materials but is not responsible for damage or loss. Submitted material will not be returned.

SPOKEN WORD: Performance Spoken Word poets should also include link(s) to online work.

I certify that the representations made in this application are true and complete, and that the work sample submitted is my own work. The City of St. Augustine has my permission to use my work, or a portion thereof, for publicity or educational purposes.

Applicant's Signature and Date: _____

The City of St. Augustine reserves the right to revoke the tenure of the Poet Laureate of he/she fails to fulfill his/her duties.

CITY OF ST. AUGUSTINE

MEMORANDUM

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

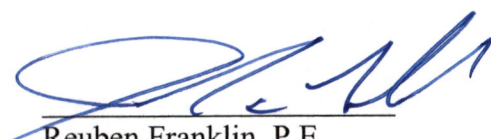
DATE: June 7, 2022

RE: Agenda Item for June 27, 2022 City Commission Meeting
Resolution 2022-20: Requesting SJRWMD and the FL DEP
Reduce Permit Application Fees

Per Section 218.075 of the Florida Statutes, the City as a municipality with a population of 25,000 or less, is requesting a reduction of permit processing fees; and further certifies that it qualifies for the fee reduction since the percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average as established by the attached Memorandum from the Florida Department of Revenue (FL DOR).

With City Commission approval the City receives a reduction of the annual permit application fees for Fiscal Year 2022-2023 from the St. Johns River Water Management District (SJRWMD) and the Florida Department of Environmental Protection (FDEP).

Please add Resolution 2022-20 to the City Commission Meeting agenda for Monday, June 27, 2022.



Reuben Franklin, P.E.
Director, Public Works

Attachments: Resolution 2022-20
SJRWMD District Form No. 40C-1.603(13)
FL DEP Request to Reduce Annual Fees Application

Copy: Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Mark Simpson, Director of Finance
Melissa Wissel, Communications Manager

RESOLUTION 2022-20

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA REQUESTING THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO REDUCE PERMIT APPLICATION FEES.

WHEREAS, Section 218.075, Florida Statutes, allows reduction of permit processing fees for municipalities with a population of 25,000 or less upon certification by that municipality that the cost of the permit processing fee is a fiscal hardship; and

WHEREAS, The City of St. Augustine, a municipality, certifies that it is a municipality with a population of 25,000 persons or less; and

WHEREAS, the City of St. Augustine, a municipality, further certifies that it qualifies for permit processing fee reduction for the fiscal year October 1, 2022 through September 30, 2023 since the percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year; and

WHEREAS, this documentation is established by the attached Memorandum from the Florida Department of Revenue dated April 1, 2022.

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

That the City of St. Augustine, a municipality, does hereby request that the St. Johns River Water Management District and the Florida Department of Environmental Protection reduce the permit application fee for public purpose projects for which the City of St. Augustine, a municipality, is the permit applicant to a fee of \$100 per permit, or if the permit application fee is less than \$100 by 50 per cent, for the fiscal year beginning October 1, 2022 and ending September 30, 2023.

PASSED IN REGULAR SESSION of the City Commission of the City of St. Augustine, Florida this ____ day of June, 2022.

ATTEST:

Tracy Upchurch, Mayor

Darlene Galambos, City Clerk

(SEAL)



Florida Department of Revenue
Property Tax Oversight

Jim Zingale
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

April 01, 2022

City of St. Augustine
PO BOX 210
St. Augustine, FL 32085

CITY OF ST. AUGUSTINE

The table below shows the requested information related to per capita taxable value and the percentage of assessed property that is exempt from ad valorem taxation.

	<u>City of St. Augustine</u>	<u>Statewide</u>
Total Just Value	3,429,911,854	3,319,252,495,294
Total Assessed Value	2,887,749,030	2,801,050,595,187
Taxable Value	2,163,607,035	2,264,099,065,740
Exempt Amount	724,141,995	536,951,552,760
Population	14,976	21,802,278
Per Capita Taxable Value Average	144,472	103,847
Percentage of Assessed Value Exempt from Taxation	25.08%	19.17%
Millage	7.5000	

Sources: "Ad Valorem Data Book 2021" (DOR) and "Florida Estimates of Populations 2021" (BEBR)

Please contact either Lizette Kelly at 850-617-8865 or Lizette.Kelly@floridarevenue.com or Allison Kever at 850-617-8925 or Allison.Kever@floridarevenue.com if you have any questions. Thank you.

Property Tax Oversight, Research & Analysis

ak

☐ COUNTY ☒ MUNICIPALITY

RESOLUTION NO. 2022-20

REQUEST TO THE ST. JOHNS RIVER
WATER MANAGEMENT DISTRICT
TO REDUCE PERMIT APPLICATION FEES

WHEREAS, Section 218.075, Florida Statutes, allows a reduction of permit processing fees for municipalities with a population of 25,000 or less, counties which had a population of 50,000 or less on April 1, 1994, and have not yet exceeded a population of 75,000, or any county or municipality not included within a metropolitan statistical area, certification by that municipality or county that the cost of the permit processing fee is a fiscal hardship; and

WHEREAS, City of St Augustine ☐ County ☒ Municipality certifies that it:

- ☒ is a municipality with a population of 25,000 persons or less; or
- ☐ is a county which had a population of 50,000 persons or less on April 1, 1994, and which currently does not have a population exceeding 75,000; or
- ☐ is not included within a metropolitan statistical area; and

WHEREAS, City of St Augustine ☐ County ☒ Municipality further certifies that it qualifies for permit processing fee reduction for the Fiscal Year October 1, 2022 through September 30, 2023 due to one or more of the following factor(s):

- ☐ Per capita taxable value is less than the statewide average for the current fiscal year; or
- ☒ Percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year; or
- ☐ Any condition specified in section 218.503, Florida Statutes, that determines a state of financial emergency; or
- ☐ Ad valorem operating millage rate for the current fiscal year is greater than 8 mills; or

☐ A financial condition that is documented in annual financial statements at the end of the current fiscal year and indicates an inability to pay the permit processing fee during that fiscal year.

WHEREAS, these factors are supported by the attached documents:

NOW, THEREFORE, BE IT RESOLVED, that City of St Augustine ☐ County ☒ Municipality does hereby request that the St. Johns River Water Management District reduce the permit application fee for public purpose projects for which City of St Augustine ☐ County ☒ Municipality is a permit applicant to a fee of \$100 per permit, or if the current permit application fee is less than \$100 by 50 percent, for the Fiscal Year beginning October 1, 2022 and ending September 30, 2023.

PASSED AND ADOPTED THIS _____ DAY OF _____,

BY ITS ☐ COUNTY/ ☐ COUNTY ☐ MUNICIPALITY
☐ CITY COMMISSION

MEMBERS OF THE COMMISSION:

ATTEST:

Select Year: 2021 ▼ Go

The 2021 Florida Statutes

[Title XIV](#)
TAXATION AND
FINANCE

[Chapter 218](#)
FINANCIAL MATTERS PERTAINING TO POLITICAL
SUBDIVISIONS

[View Entire
Chapter](#)

218.075 Reduction or waiver of permit processing fees.—Notwithstanding any other provision of law, the Department of Environmental Protection and the water management districts shall reduce or waive permit processing fees for counties with a population of 50,000 or less on April 1, 1994, until such counties exceed a population of 75,000 and municipalities with a population of 25,000 or less, or for an entity created by special act, local ordinance, or interlocal agreement of such counties or municipalities, or for any county or municipality not included within a metropolitan statistical area. Fee reductions or waivers shall be approved on the basis of fiscal hardship or environmental need for a particular project or activity. The governing body must certify that the cost of the permit processing fee is a fiscal hardship due to one of the following factors:

- (1) Per capita taxable value is less than the statewide average for the current fiscal year;
- (2) Percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year;
- (3) Any condition specified in s. [218.503](#)(1) which results in the county or municipality being in a state of financial emergency;
- (4) Ad valorem operating millage rate for the current fiscal year is greater than 8 mills; or
- (5) A financial condition that is documented in annual financial statements at the end of the current fiscal year and indicates an inability to pay the permit processing fee during that fiscal year.

The permit applicant must be the governing body of a county or municipality or a third party under contract with a county or municipality or an entity created by special act, local ordinance, or interlocal agreement and the project for which the fee reduction or waiver is sought must serve a public purpose. If a permit processing fee is reduced, the total fee shall not exceed \$100.

History.—s. 1, ch. 94-278; s. 8, ch. 98-258; s. 25, ch. 2004-305; s. 4, ch. 2012-205.

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CITY OF ST. AUGUSTINE

MEMORANDUM

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

DATE: June 8, 2022

RE: Agenda Item for June 27, 2022 City Commission Meeting
Resolution 2022-21: FDOT Maintenance Agreement for State Highways

The existing 3-year FDOT Maintenance Agreement expires on August 8, 2022, and needs to be renewed. Attached, the FDOT has provided the City with a new 3-year term agreement for the City to maintain all turf and landscaped areas within the FDOT property listed in Exhibit A: sections of SR16, SRA1A, SR5 and SR5A.

The agreement is FDOT's standard form and the maintenance work includes mowing, trimming, pruning and removal of dead plants and debris.

The fee for these services remains the same; and the FDOT will compensate the City \$14,515.00 per quarter for a total sum of \$58,060.00 per year.

Recommend city commission approve Resolution 2022-21 authorizing the City Manager to execute the FDOT Maintenance Agreement for another term of three (3) consecutive years.

If you should have any questions please feel free to contact me.



Reuben Franklin, P.E.
Director, Public Works

Attachments: Resolution 2022-21 and Agreement

Copy: Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Mark Simpson, Director of Finance
Meredith Breidenstein, Assistant City Manager

MAINTENANCE AGREEMENT

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

-RECITALS-

1. The Department owns and currently maintains those portions of the state highway system identified in Exhibit "A" ("Property"); and
2. The Agency desires to assume the maintenance responsibilities of the Property and all Improvements; and
3. The Property is within or adjacent to the corporate limits of the Agency; and
4. The Department is amenable to the Agency's desires and will compensate the Agency for their maintenance efforts pursuant to Section 335.055, Florida Statutes, and in accordance with the terms and conditions of this Agreement; and
5. The Agency will be compensated quarterly at such time as Agency provides a completed copy of the form identical to attached Exhibit "B" demonstrating completion of the maintenance responsibilities required by the terms and conditions of this Agreement; and
6. The Agency, by Resolution No. 2022-21 dated _____, attached as Exhibit "C", authorizes its officers to enter this Agreement.

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

1. RECITALS & EXHIBITS

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

2. EFFECTIVE DATE

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

3. TERM

The term of this Agreement shall be for a period of three (3) consecutive years, unless otherwise terminated by the Department in writing. The operation, maintenance, and repair duties required by paragraph 6, below, will actually commence on August 09, 2022.

4. E-VERIFY

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

5. COMPLIANCE

The Agency shall perform this Agreement, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time,

including, without limitation, those of the Department, St. Johns River Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard, St. Johns County, Florida and other local governmental entities ("Governmental Law").

6. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain & repair the Property in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. For purposes of this Agreement, unless otherwise noted in Exhibit "A", the locations to be maintained by the Agency shall be maintained pursuant to the maintenance standards as defined in the Department's Maintenance Rating Program ("MRP") Handbook and in accordance with Department Procedure, *Roadway and Roadside Maintenance*, Topic No. 850-000-015-i, and all Governmental Law, as defined in Paragraph 5, above. Should the Department determine that any item of maintenance related to the Property or Improvements has fallen below the desired maintenance standard, the Agency agrees to immediately bring the deficient item up to the maintenance standard, at its sole cost and expense. The Agency will not be held responsible for a failed MRP rating, so long as such rating is not based on any negligence, intentional or wrongful act, omission or breach of contract by the Agency.

B. The Agency shall maintain all turf and landscaped areas within the Property, including, without limitation, performing the following:

(1) Routinely mow, cut and trim all grass and turf (total greenscape), as well as remove grass and turf clippings from the roadway/curb/sidewalk, in accordance with the State of Florida "Guide for Roadside Vegetation Management" (2012), as the same may be constituted and amended from time to time, and the local National Pollutant Discharge Elimination System (NPDES) permit requirements; and

(2) Routinely prune and trim all plants and trees, for aesthetic purposes and for the benefit of the health, safety and welfare of those members of the public traversing or otherwise utilizing the Property; and

(3) Routinely remove dead, diseased, or otherwise deteriorated plants; and

(4) Routinely keep litter removed from the Property; and

(5) Routinely remove and dispose of all trimmings, roots, litter and other material resulting from the activities described herein; and

(6) Routinely edge and sweep any excess grass from sidewalks, curbs, and gutters; and

(7) Routinely sweep roadways, curbs, and gutters, valley gutters, intersections, and barrier wall gutters.

C. The Department and the Agency shall be responsible jointly for clean-up, removal and disposal of debris within the Property following and resulting from natural disasters, including, without limitation, hurricanes and tornadoes.

D. If the Department determines that the Agency is not maintaining the Property in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

E. If the Department determines that the deficiency remains after receipt of the Agency's written notice indicating that the deficiency was corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency; or (2) correct the deficiency at the Agency's sole cost and expense. Should the

Department elect to correct the deficiency; the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

F. If at any time in the sole determination of the Department, the integrity or safety of the Property requires immediate maintenance for the benefit of public health, safety or welfare, the Department may perform such maintenance it deems appropriate under the circumstances. The Department shall attempt to notify the Agency prior to action under this section but may take necessary steps to correct emergency situations prior to such notification in order to prevent eminent danger to public health, safety or welfare.

G. The Parties' representatives and points of contact for the administration of this Agreement shall be identified in the "Notice" section of this Agreement.

7. MAINTENANCE OF TRAFFIC

A. The Agency shall be responsible for the maintenance of traffic ("MOT") at all times during the performance of this Agreement. MOT shall be performed in accordance with applicable Governmental Law and the most current edition of each of the following, as the same may be constituted and amended from time to time, all of which are incorporated herein and made part of this Agreement by reference: (1) Section 102 of the Department's Standard Specifications for Road and Bridge Construction; (2) the Manual on Uniform Traffic Control Devices; (3) the Department's Standard Plans, Index 102-600; and (4) other applicable Governmental Law.

B. If the Agency fails to perform MOT as required herein, the Department, within its discretion, may elect to perform MOT at the Agency's sole cost and expense. Should the Department perform MOT, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

8. IMPROVEMENTS & MODIFICATIONS

A. The Department may require the Agency to improve or modify the Property or Improvements if the Department determines: (1) improvements or modifications are required by applicable Governmental Law; or (2) improvements or modifications will benefit the Department in the conduct of its business.

B. Required improvements and modifications shall be subject to the terms and provisions of this Agreement, specifically including, without limitation, the "Maintenance" section of this Agreement.

C. Improvements and modifications shall be constructed and completed by the Agency within sixty (60) days of the date of the Department's written notice requiring improvements or modifications.

9. ADDITIONAL LANDSCAPING

The Agency shall not install additional landscaping within the Property without first seeking and obtaining required approvals and permits from the Department. Such additional landscaping shall be automatically included within, and subject to, the provisions of this Agreement.

10. PERMISSIVE USE

This Agreement creates a permissive use only. The Agency shall not acquire any right, title, interest or estate in the Property by virtue of the execution, operation, effect or performance of this Agreement.

11. EMINENT DOMAIN AND DAMAGES

Under no circumstances shall the Department's exercise of any right provided in this Agreement create any right, title, interest or estate entitling the Agency to full and just compensation from the Department either through inverse condemnation or eminent domain laws or any similar laws regarding the taking of property for public purposes. The Agency forever waives and relinquishes all legal rights and monetary claims which it has, or which may arise in the future, for compensation or damages, including, without limitation, special damages, severance damages, removal costs, and loss of business profits resulting in any manner from the Department's exercise of any right provided in this Agreement. This waiver and relinquishment

specifically includes all damages flowing from adjacent properties owned, leased or otherwise controlled by the Agency, as a result of the Department's exercise of any right provided in this Agreement.

12. REMOVAL

The Department may require modification, relocation or removal of the landscaping, plants, trees, and other improvements located on or within the Property without liability to the Agency if: (1) any such improvements are not maintained in accordance with the terms and provisions of this Agreement; (2) modification, relocation or removal of any such improvements is required by applicable Governmental Law; or (3) the Department determines that modification, relocation or removal of any such improvements is necessary or will benefit the Department in the conduct of its business. The Agency shall modify, relocate or remove improvements designated by the Department for modification, relocation or removal and shall restore the Property to a condition that satisfies the requirements of applicable Governmental Law within thirty (30) days of the Department's written notice requiring modification, relocation or removal. The Agency shall bear all cost and expense of the modification, relocation, removal and restorative work, including, without limitation, the cost of required permits.

13. PAYMENTS TO AGENCY

A. The Department shall compensate the Agency for the performance of this Agreement in the amount of **\$14,515.00** per quarter for a total sum of **\$58,060.00** per year. Payments shall commence at the conclusion of the first three-month period following the Effective Date of this Agreement. The Department may suspend payment of any sums due hereunder without penalty or interest if the Agency is in breach of any term or provision of this Agreement at the time payment is due. In the event this Agreement is terminated, payment shall be prorated for the quarter in which termination occurs.

B. Prior to each quarterly payment, the Agency shall provide a completed copy of the form identical to attached Exhibit "B" demonstrating completion of the maintenance responsibilities required by the terms and conditions of this Agreement.

14. PAYMENTS TO DEPARTMENT

All Department invoices submitted to the Agency for payment pursuant to the terms and provisions of this Agreement are due and payable within thirty (30) days of the date of the invoice ("Due Date"). Any portion of an invoice not received by the Department by the Due Date shall immediately thereafter begin accruing interest at a rate of interest established pursuant to §55.03, Fla. Stat., until paid in full.

15. INDEMNIFICATION

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

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

16. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the

same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time. The Department's liability for breach of this Agreement is specifically: (1) limited to actual damages incurred by the Agency as a direct result of the Department's breach; and (2) further limited in amount and shall not, under any circumstances, exceed the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes, as the same may be amended from times to time.

17. NOTICE

All notices, communications and determinations between the parties hereto and those required by this Agreement, including, without limitation, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States Mail, postage prepaid, to the parties at the following addresses:

Department: Florida Department of Transportation
Attn: Ian Middlemas, P.E.
3600 DOT Road
St. Augustine, Florida 32084

Agency: City of St. Augustine
Attn: Reuben Franklin, P.E.
P.O. Box 210
St Augustine, Florida 32085-0210

18. GOVERNING LAW

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

19. INITIAL DETERMINATION OF DISPUTES

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

20. VENUE AND JURISDICTION

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

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

21. JURY TRIAL

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

22. ASSIGNMENT

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

23. THIRD PARTY BENEFICIARIES

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

24. VOLUNTARY EXECUTION OF AGREEMENT

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

25. ENTIRE AGREEMENT

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

26. SUFFICIENCY OF CONSIDERATION

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

27. WAIVER

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

28. INTERPRETATION

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

29. CAPTIONS

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

30. SEVERANCE

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

31. COMPUTATION OF TIME

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

32. MODIFICATION OF AGREEMENT

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

33. VENDOR OMBUDSMAN

A Vendor Ombudsman has been established with the Department of Banking and Finance. The duties of the Vendor Ombudsman include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Hotline at 1-800-848-3792.

34. ANNUAL APPROPRIATION / FUNDING

Pursuant to §339.135(6)(a), Florida Statutes, the Department's obligation to fund this Agreement is contingent upon annual appropriation by the Florida Legislature. This Agreement may be terminated by the Department without liability to the Agency if sufficient funds are not appropriated to the Department. The provisions of §339.135(6)(a), Florida Statutes, are set forth herein verbatim and made part of this Agreement, to wit:

"The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

35. PUBLIC RECORDS

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, intending to be legally bound hereby, the parties execute this Agreement consisting of nine (9) pages, exclusive of exhibits.

Florida Department of Transportation

By: _____

Printed Name: Travis N. Humphries, P.E.

Title: Director of Operations

Date: _____

Legal Review:

By: _____

Office of the General Counsel
Florida Department of Transportation

Attest:

By: _____

Printed Name: Elizabeth Engle

Title: Executive Assistant

Date: _____

**INTENTIONALLY LEFT BLANK
SIGNATURES ON FOLLOWING PAGE**

Agency

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

By: _____

Printed Name: _____

Title: _____

Date: _____

Legal Review:

By: _____
Legal Counsel for Agency

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EXHIBIT "A"

CITY OF ST. AUGUSTINE

MAINTENANCE LOCATIONS

State Road	Street Name	Section	MP Begin	MP End	From	To	Utter Removal (AC)	Small Machine Mowing (AC)	Intermediate Mowing (AC)	Slope Mowing (AC)	Mechanical Sweeping (mile)	Tree Trimming (mile)	Curb/Sidewalk Edging (mile)
							541	485	484	482	543	492	505
16	16	78040000	20.498	20.881	San Sebastian Bridge	San Marco Ave	0.65	0	0.5	0.25	1.3	0	2
A1A	A1A	78040000	15.274	17.053	Old Quarry Road	Avenida Menendez	3.2	0.2	3	0	6.5	0.5	11
5A	San Marco	78010027	0.873	2.737	Bridge of Lions	SR 16	2.6	0.3	2.3	0	4.2	0.6	9.5
5	US 1	78010000	15.485	18.692	Arapahoe Ave	SR 16	11.6	0	11.1	0.5	9.4	2	16
5	US 1	78020000	0	0.716	SR 16	City Gates (N of Rancho)	4.6	0	4.6	0	1.2	0.3	7.2
5A	King St	78010027	0	0.873	US 1	Avenida Menendez	0.6	0.3	0.3	0	1.7	0.2	3.5
5A	Cathedral & Cordova	78010026	0	0.216	Avenida Menendez	King St	0	0	0	0	7	0.2	0

Totals
Cycles Per Year
Total City's Per Year
Total Cost Per Year

23.25	0.5	21.8	0.65	31.3	3.8	44.2
12	9	9	9	12	2	2
279	7.2	196.2	5.85	375.6	7.6	88.4
\$2,795.58	\$658.07	\$17,658.00	\$438.75	\$16,902.00	\$159.60	\$19,448.00

Overall Yearly Cost

\$58,060.00

Quarterly Amount

\$14,515.00

EXHIBIT "B"
(MAINTENANCE ACTIVITIES CHART)

Activity Number	Activity Title	Activity Description
482	Slope Mowing	Grass, brush, and weed cutting along slopes that are too steep to mow with conventional mowing tractors. All mowing and brush cutting with a mechanical slope mower is to be reported to this activity.
484	Intermediate Mowing	The intermediate machine mowing of areas (using mowers greater than 40 inches and up to 7 feet) too difficult to mow with large mowers and not practical for small mowers.
485	Small Machine Mowing	Mowing the roadside with small hand or riding mowers having a cutting width of 40 inches or less.
492	Tree Trimming	The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under activity 487). To include the chipping and/or removal of all debris from work site.
541	Roadside Litter Removal	Cleaning roadways and roadsides of debris, such as cans, bottles, paper, trash and Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
543	Road Sweeping - Mechanical	Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
545	Edging and Sweeping	Removal of vegetation and debris from the curb, gutter and sidewalk.

Agreement #:

Billing Period:

Work Activity Number	Unit of Measure	Units Completed	Completion Date	Completion Date	Completion Date
482	Acre				
484	Acre				
485	Acre				
492	Mile				
541	Acre				
543	Curb Mile				
545	Mile				

EXHIBIT "C"
(RESOLUTION)

RESOLUTION 2022-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA AUTHORIZING THE EXECUTION OF A STATE HIGHWAY MAINTENANCE AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF ST. AUGUSTINE.

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

WHEREAS, The City of St. Augustine deems it in the public interest to maintain certain rights-of-way of the State Highway System within and around the corporate limits of the City and to enter into the attached agreement with the State of Florida, Department of Transportation, for the maintenance of those rights-of-way; and

WHEREAS, the City Attorney for the City of St. Augustine has approved the maintenance agreement as to form, content, and legal sufficiency;

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

Section 1. That the City of St. Augustine concurs in and hereby adopts and ratifies the provisions of that certain maintenance agreement with the Florida Department of Transportation for the maintenance of state rights-of-way as described in the agreement. A copy of the maintenance agreement is attached hereto and incorporated herein as Exhibit "A."

Section 2. That the City Commission of the City of St. Augustine hereby authorizes the City Manager and City Clerk to execute the maintenance agreement and transmit same to the Florida Department of Transportation.

Section 3. The City Commission hereby directs the City Clerk to prepare a certified copy of this Resolution and to forward same to the FDOT along with the executed Agreement.

PASSED IN REGULAR SESSION of the City Commission of the City of St. Augustine, Florida, this 27th day of June 2022.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: June 13, 2022

RE: Agenda Item for June 27, 2022 City Commission Meeting;
Resolution 2022-22 Traffic Signal Maintenance and Compensation
Agreement for FY 2022-2023 between the FDOT and COSA

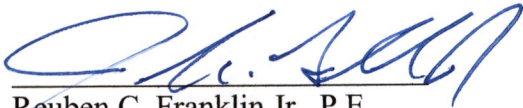
The FDOT and COSA Public Works Department request City Commission consideration of the proposed resolution authorizing the annual renewal of the Traffic Signal Maintenance and Compensation Agreement, Exhibit A, between the FDOT and COSA for Fiscal Year 2022-2023.

The City of St. Augustine, as the maintaining agency, will continue to be responsible for the maintenance and continuous operation of the traffic signal systems at the locations listed within the Agreement's Exhibit A, attached with Resolution 2022-22.

The FDOT agrees to pay an annual compensation amount based on the Department's fiscal year for the maintenance and continuous operation of the traffic signal systems listed in Exhibit A.

Attached, please find the proposed Resolution 2022-22 with two originals of the Agreement and amended Exhibit A for Fiscal Year 2022-2023; and please let me know of any questions or concerns.

Sincerely,



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

Attachments: Resolution 2022-22 and Amendment to Exhibit A

Copy: D. Galambos, City Clerk
I. Lopez, City Attorney
M. Breidenstein, Assistant City Manager
M. Simpson, Financial Services Director

RESOLUTION 2022-22

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, AUTHORIZING THE EXECUTION OF THE ANNUAL AMENDMENT OF EXHIBIT "A" FOR FY 2023 OF THE TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND THE CITY OF ST. AUGUSTINE DATED AUGUST 25, 2015.

WHEREAS, The City of St. Augustine deems it in the public interest to maintain certain traffic signals and control beacons of the State Highway System within the corporate limits of the City and to enter into the attached annual Amendment to Exhibit "A" for FDOT FY 2023 (July 2022- June 2023) per the original Agreement dated August 25, 2015 with the Florida Department of Transportation (FDOT) for the maintenance of those traffic signals and control beacons and the compensation of the City for providing such maintenance; and

WHEREAS, the City Attorney for the City of St. Augustine has approved the annual Amendment to Exhibit "A" of the Traffic Signal Maintenance and Compensation Agreement as to form, content, and legal sufficiency; and

WHEREAS, the City Commission of the City of St. Augustine designates an authorized representative to execute said Amendment, and its counterparts as described in Exhibit "A".

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

Section 1. That the City of St. Augustine concurs in and hereby adopts and ratifies the provisions of Amendment to Exhibit "A" to the original Agreement dated August 25, 2015 with the Florida Department of Transportation for the maintenance of certain traffic signals and control beacons and compensation for said maintenance as described in said Amendment. A copy of the Amendment for FDOT FY2023 is attached hereto and incorporated herein as Exhibit "A."

Section 2. That the City Commission of the City of St. Augustine hereby authorizes the City Manager and City Clerk to execute Amendment to Exhibit "A" for FDOT FY2023, and subsequent annual Amendments to Exhibit "A", to the Agreement dated August 25, 2015 and transmit same to the Florida Department of Transportation.

PASSED in Regular Session of the City Commission of the City of St. Augustine,
Florida, this 27th day of June, 2022.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

750-010-24
TRAFFIC OPERATIONS
06/16
Page 1 of 1

CONTRACT NO. ARV63
FINANCIAL PROJECT NO. 41353418809
F.E.I.D. NO. F596000420013
AMENDMENT NO. _____

THIS AMENDMENT TO THE TRAFFIC SIGNAL AND MAINTENANCE AGREEMENT ("Amendment") is made and entered into on this _____ day of _____, by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION ("Department"), an agency of the State of Florida, and City of St Augustine, ("Maintaining Agency").

RECITALS

WHEREAS, the Department and the Maintaining Agency on _____ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

City of St Augustine, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
(Authorized Signature)

Print/Type Name: James Hannigan

Title: District Traffic Operations Engineer

Legal Review: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**AMENDMENT TO THE TRAFFIC SIGNAL MAINTENANCE
AND COMPENSATION AGREEMENT**

750-010-24
TRAFFIC OPERATIONS
06/16
Page 1 of 1

CONTRACT NO. ARV63
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RECITALS

WHEREAS, the Department and the Maintaining Agency on _____ entered into a Traffic Signal Maintenance and Compensation Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. Exhibit A is amended, superseded and replaced in its entirety with the new Exhibit A that is attached to this Amendment.

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment on the day, month and year set forth above.

City of St Augustine, Florida
(Maintaining Agency)

By: _____
(Authorized Signature)

Print/Type Name: _____

Title: _____

**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

By: _____
(Authorized Signature)

Print/Type Name: James Hannigan

Title: District Traffic Operations Engineer

Legal Review: _____

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**Reimbursement for Maintenance and Operation****Exhibit A****Compensation for Maintaining Traffic Signals and Devices for FY
2023****Effective Date: from 07/01/2022 to 06/30/2023****CITY OF ST. AUGUSTINE**

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR 5A, (ALT US 1) at WILLIAMS ST.				\$737							\$737
SR 5A, (ALT US 1) at OLD MISSION AVE.				\$737							\$737
SR 5A, (ALT US 1) at LOCUST ST.				\$737							\$737
SR 5A, (ALT US 1) at HYPOLITA ST.				\$737							\$737
SR 5A, (ALT US 1) at N. OF BRIDGE OF LIONS				\$737							\$737

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**Reimbursement for Maintenance and Operation****Exhibit A****Compensation for Maintaining Traffic Signals and Devices for FY****2023****Effective Date: from 07/01/2022 to 06/30/2023****CITY OF ST. AUGUSTINE**

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR207 at CR 5A (OLD DIXIE HWY.)		\$5,278							\$120		\$5,398
SR312 at MIZELL RD.	\$3,674										\$3,674
SR312 at PLANTATION ISLAND DR./ANTIGUA	\$3,674										\$3,674
SR5, (US1) at SR16		\$5,278							\$120		\$5,398
SR5, (US1) at RAMBLA ST./WINN-DIXIE	\$3,674								\$120		\$3,794

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**Reimbursement for Maintenance and Operation****Exhibit A****Compensation for Maintaining Traffic Signals and Devices for FY****2023****Effective Date: from 07/01/2022 to 06/30/2023****CITY OF ST. AUGUSTINE**

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR5, (US1) at CITY OF ST. AUGUSTINE FIRE STATION					\$1,287						\$1,287
SR5, (US1) at SR207		\$5,278							\$120		\$5,398
SR5, (US1) at SR5A, (ALT US1)		\$5,278							\$120		\$5,398
SR5, (US1) at CASTILLO DR.		\$5,278							\$120		\$5,398
SR5, (US1) at SAN CARLOS AVENUE		\$5,278							\$120		\$5,398

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**Reimbursement for Maintenance and Operation****Exhibit A****Compensation for Maintaining Traffic Signals and Devices for FY
2023****Effective Date: from 07/01/2022 to 06/30/2023****CITY OF ST. AUGUSTINE**

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR5A (ALT US1) at MIDBLOCK HAWK		\$5,278									\$5,278
SR5A (US ALT. 1) at SAN CARLOS AVENUE		\$5,278									\$5,278
SR5A, (ALT US1) at AVENIDA/MENENDEZ/ BRG. OF LIONS		\$5,278							\$120		\$5,398
SR5A, (ALT US1) at MID BLOCK FSDB/MACARIS ST.	\$3,674										\$3,674
SR5A, (ALT US1) at MID BLOCK PEDESTRIAN (FORT)		\$5,278							\$120		\$5,398

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**Reimbursement for Maintenance and Operation****Exhibit A****Compensation for Maintaining Traffic Signals and Devices for FY
2023****Effective Date: from 07/01/2022 to 06/30/2023****CITY OF ST. AUGUSTINE**

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SR5A, (ALT US1) at ST. GEORGE ST.		\$5,278									\$5,278
SR5A, (ALT US1) at SRA1A, MAY ST.		\$5,278				\$370			\$120		\$5,768
SR5A, (ALT US1) at FT. ALLEY MID BLOCK		\$5,278							\$120		\$5,398
SR5A, (ALT US1) at CORDOVA ST.		\$5,278							\$120		\$5,398
SR5A, (ALT US1) at M. L. KING AVENUE		\$5,278							\$120		\$5,398

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**Reimbursement for Maintenance and Operation****Exhibit A****Compensation for Maintaining Traffic Signals and Devices for FY
2023****Effective Date: from 07/01/2022 to 06/30/2023****CITY OF ST. AUGUSTINE**

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SR5A, (ALT US1) at RIBERIA ST.		\$5,278							\$120		\$5,398
SR5A, A1A at MALAGA ST.		\$5,278							\$120		\$5,398
SR5A, CATHEDRAL ST. at ST. GEORGE ST.		\$5,278									\$5,278
SR5A/A1A, (ALT US1) at CASTILLO DR./SAN MARCO		\$5,278									\$5,278
SRA1A at EDMINSTER AVE. MID BLOCK	\$3,674								\$120		\$3,794

TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**Reimbursement for Maintenance and Operation****Exhibit A****Compensation for Maintaining Traffic Signals and Devices for FY
2023****Effective Date: from 07/01/2022 to 06/30/2023****CITY OF ST. AUGUSTINE**

Intersection Location	Traffic Signals (TS)	Traffic Signal - Interconnected & monitored (IMTS)	Intersection Control Beacon (ICB)	Pedestrian Flashing Beacon (PFB)	Emergency Fire Dept. Signal (FDS)	Speed Activated Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warning Beacon (TWB)	Travel Time Detector (TTD)	Uninterruptible Power Supplies (UPS)	Connected and Automated Vehicle Devices (CAVD)	Compensation Amount (using Unit Rates from Exhibit B)
SRA1A at MATANZAS BLVD.	\$3,674								\$120		\$3,794
SRA1A, ANASTASIA BLVD. at R. B. HUNT ELEM. SCHOOL				\$737							\$737
Total Lump Sum Amount*											\$130,445.00

* Amount paid shall be the Total Lump Sum (minus any retainage or forfeiture).

I certify that the above Traffic Signals and Devices will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of \$130,445.00

Maintaining Agency

Date

District Traffic Operations Engineer

Date

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: June 16, 2022

RE: Agenda Item for June 27, 2022 City Commission Meeting;
Resolution No. 2022-23 Authorizing the City Manager to execute an Agreement
for a Transit Corridor Development Program

The intent of this memo is to request the City Commission to authorize the City Manager to execute an Agreement with the State of Florida Department of Transportation (FDOT) for a Public Transportation Grant Agreement for the Downtown Circulator Program.

Please let me know if you have any questions or concerns regarding this agenda item.

A handwritten signature in blue ink, appearing to read 'Reuben C. Franklin Jr.', is written over a horizontal line.

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

cc: City Attorney & Department Heads

Attachment:
Public Transportation Grant Agreement

RESOLUTION 2022-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF ST. AUGUSTINE.

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

WHEREAS, The City of St. Augustine deems it in the public interest to enter into the attached agreement with the State of Florida, Department of Transportation, to provide Department financial assistance to the City of St. Augustine for a Downtown Public Transit Circulator; and

WHEREAS, the City Attorney for the City of St. Augustine has approved the grant agreement as to form, content, and legal sufficiency:

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

Section 1. That the City of St. Augustine concurs in and hereby adopts and ratifies the provisions of that certain grant agreement with the Florida Department of Transportation for the financial assistance as described in the agreement. A copy of the Public Transportation Grant Agreement is attached hereto and incorporated herein as Exhibit "A."

Section 2. That the City Commission of the City of St. Augustine hereby authorizes the City Manager and City Clerk to execute the grant agreement and transmit same to the Florida Department of Transportation.

Section 3. The City Commission hereby directs the City Clerk to prepare a certified copy of this Resolution and to forward same to the FDOT along with the executed Agreement.

PASSED IN REGULAR SESSION of the City Commission of the City of St. Augustine, Florida, this 27th day of June 2022.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 04/22

Financial Project Number(s): (item-segment-phase-sequence) <u>216453-3-84-01</u>	Fund(s): _____	DPTO _____	FLAIR Category: <u>088774</u>
	Work Activity Code/Function: <u>215</u>	Object Code: <u>751000</u>	
	Federal Number/Federal Award Identification Number (FAIN) – Transit only: _____	Org. Code: <u>55022020229</u>	
	Federal Award Date: _____	Vendor Number: <u>596000420024</u>	
Contract Number: _____	Agency SAM/UEI Number: <u>EYJGVQ5LEQ23</u>		
CFDA Number: <u>N/A</u>			
CFDA Title: <u>N/A</u>			
CSFA Number: <u>55.013</u>			
CSFA Title: <u>Transit Corridor Development Program</u>			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of St. Augustine, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.000, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Operating Assistance to support a City Circulator in the downtown St. Augustine area. This transit service will be operated under a third-party contract with a private vendor based on a negotiated rate. The project will also include direct costs for marketing and other set up costs., as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ **Aviation**
- ☐ **Seaports**
- ☒ **Transit**
- ☐ **Intermodal**
- ☐ **Rail Crossing Closure**
- ☐ **Match to Direct Federal Funding (Aviation or Transit)**
- ☐ (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ **Other**

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit F: Contract Payment Requirements

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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- ☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through July 1, 2025. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

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STRATEGIC
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9. Project Cost:

- a. The estimated total cost of the Project is \$500,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$500,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
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OGC 04/22

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

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

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

- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 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 the Agency's resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and

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management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, 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.

- ii. In connection with the audit requirements, the Agency 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)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a 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 Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

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coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

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contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of St. Augustine

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Name: _____

Name: James M. Knight PE

Title: _____

Title: Urban Planning Modal Administrator

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Operating Assistance for the support of a City Circulator in the City of St. Augustine to assist with parking and traffic issues.

B. Project Location (limits, city, county, map): City of St. Augustine/Saint Augustine, FL/St. Johns

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Operating Assistance to support a City Circulator in the downtown St. Augustine area. This transit service will be operated under a third-party contract with a private vendor based on a negotiated rate. The project will also include direct costs for marketing and other set up costs.

D. Deliverable(s): Amount of trips provided each invoice period.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

**Schedule of Financial Assistance
TRANSIT OPERATING ONLY**

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
216453-3-84-01	DPTO	088774	2023	751000	55.013	Transit Corridor Development Program	\$500,000.00
Total Financial Assistance							\$500,000.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$470,000	\$0	\$0	\$470,000
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$30,000	\$0	\$0	\$30,000
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$500,000	\$0	\$0	\$500,000

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

☒ Monthly
☐ Quarterly
☐ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

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

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

Janell Damato

Department Grant Manager Name

Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

(Transit Corridor Program)

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System** - In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.
- 3. Transit Vehicle Inventory Management.** The Agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.
- 4. Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.
- 5. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 6. Submittal of Proposed Timeline.** The Agency will submit a Proposed Timeline for Transit Corridor Activities prior to the commencement of the project.
- 7. Annual Report.** The Agency will provide an annual report including the following information: an evaluation of the attainment of the goals and objectives, the reasons any of the goals were not met, and the benefit accrued by the Agency/Community. Should a project not meet its goals and objectives, the District shall determine if it is necessary to terminate the project. This report will accompany the Final Invoice for reimbursement.

– End of Exhibit E –

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Transit Corridor Development Program
CSFA Number: 55.013
***Award Amount:** \$500,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.013 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.013 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: June 10, 2022

RE: **REVOCABLE LICENSE FOR USE OF CITY-OWNED LAND – 205 COQUINA AVENUE**

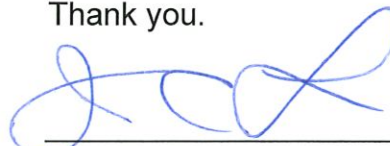
Please find enclosed a License for Use of City-Owned Land regarding 205 Coquina Avenue. The new owners of the property at 205 Coquina Avenue (PIN 2235800000) request that the City transfer a prior owner's license to use a sliver of land waterward and adjacent to, but outside of, the boundary of their platted lots. The area currently includes a lawn and dock.

The land is not currently accessible from public access uplands therefore there are no immediate plans for active public use. Should the City determine the public use for the land is needed in the future, the City may terminate the license with 90-days' notice. The sliver of land also appears to have been assigned a parcel identification number (PIN 1585600000) as part of a larger parcel identified by the Property Appraiser's office as owned by Tyd of St. Augustine, LLC/Thompson Bros. Realty.

The City has not definitively determined whether any part of the sliver of land is the City's submerged, or formerly submerged, lands and makes no claim against any lawful owner at this time.

Please place this revocable license on the consent agenda for the June 27, 2022 City Commission meeting.

Thank you.



Isabelle C. Lopez
City Attorney

/s/
Attachment

xc: Meredith Breidenstein, Assistant City Manager
David Birchim, Assistant City Manager
Richard K. Thibault, Assistant City Attorney
Darlene Galambos, City Clerk



Overview



Legend

□ Parcels

Parcel ID	2235800000	Physical	205 COQUINA AVE	Building Value	\$973,867	Last 2 Sales			
Property Class	0100 - Single Family	Address	SAINT AUGUSTINE	Extra Feature Value	\$17,001	Date	Price	Reason	Qual
Taxing District	City of St Augustine	Mailing Address	STARR GINA G LIVING TRUST	Total Land Value	\$193,200	1/25/2010	\$430000	01	Q
Acres	0.28	Address	205 COQUINA AVE SAINT AUGUSTINE FL 32080-5321	Just Value	\$1,184,068	9/30/2003	\$547000	01	Q
				Total Deferred	\$702,163				
				Assessed Value	\$481,905				
				Total	\$100,000				
				Exemptions					
				Taxable Value	\$381,905				

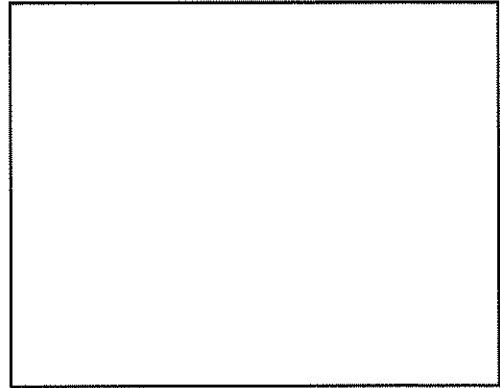
The St. Johns County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

Date created: 6/10/2022

Last Data Uploaded: 6/10/2022 1:52:09 AM

Developed by  Schneider
GEOSPATIAL

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



REVOCABLE LICENSE FOR USE OF CITY-OWNED LAND

THE CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation, whose address is P.O. Box 210, St. Augustine, Florida, 32085-0210 (the "Grantor"), and **ALBERT WAYNE SMEAL AND HEATHER AMANDA SMEAL**, whose address is 205 Coquina Avenue, St. Augustine, Florida, 32080, their assigns or successors in interest (the "Grantee"), hereby agree that Grantee may encroach into Grantor's land, located adjacent to the Grantee's real property, situated in the State of Florida, County of St. Johns, and City of St. Augustine, and described as follows (the "Property"):

LANDS WESTERLY AND ADJACENT TO LOTS 21 AND 22, BLOCK 63, DAVIS SHORES, AS RECORDED IN MAP BOOK 3, PAGE 102, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AS MORE SPECIFICALLY DESCRIBED IN EXHIBIT "A," ATTACHED HERETO.

Grantor is without benefit of a comprehensive attorney's opinion of title and title search for the subject Property, therefore this license is not intended to be adverse to or in derogation of any lawful owner. Grantor grants this license if, and to the extent, it owns all or any part of the subject Property.

The parties further agree that it is in their mutual interest to allow the Grantee's occupation and use of the Grantor's Property, under terms and conditions intended to protect Grantor's property rights and to accommodate the Grantee, until such time as public interest requires Granter to cancel and revoke this License. Based on the foregoing, the Grantor and Grantee agree as follows:

1. Grantor grants this Revocable License to Grantee on a continuing basis to use the Property, under the terms and conditions described below but only to the extent required by Grantee for the use and maintenance of the improvements constructed and located within the Property, as shown on Exhibit "A," attached hereto.

2. Grantee shall not construct any further improvements without the appropriate permits from Grantor.

3. In addition to any other reservations made herein, the Grantee acknowledges and agrees that should the Grantor determine that the public interest requires the use of the Property, or any portion thereof, for any purpose, then and in that event, the Grantor

may cancel and revoke this License after giving the Grantee ninety (90) days' written notice of the Grantor's intent to revoke this License. Grantee shall have the right of cancellation upon ninety (90) days' written notice to Grantor.

4. Grantee covenants that, during the term of this License, Grantor will have no responsibility for the maintenance of any improvements made by Grantee under, on or over the Property, and that Grantee, at Grantee's own expense, shall keep the improvements of the Property in good order and repair.

5. Grantee, either directly or indirectly, shall not assign, sublease, hypothecate or sell, mortgage, encumber or otherwise transfer this License or any interest therein without the prior written permission of Grantor. Permission for such transfer shall not be unreasonably withheld by Grantor.

6. Grantor reserves the right to terminate and revoke this License, in its sole discretion and for any reason. All rights granted hereunder thereupon shall be considered fully terminated and revoked, and Grantor shall not be held liable by reason hereof.

7. As a condition hereof, Grantee agrees and is bound to hold the City of St. Augustine whole and harmless and to indemnify the City of St. Augustine against any and all claims for damages, costs and expense to persons or property arising out of the use and possession of the Property. This hold harmless and indemnification agreement shall also cover any claim for damage that any utility, whether publicly or privately owned, may sustain, or receive by reason of Grantee's use of said Property or Grantee's improvements and equipment located thereon. Grantee shall not make any claim of any kind or character whatsoever against the City of St. Augustine for damages that Grantee may suffer by reason of any cause of whatsoever kind or nature. Further, Grantee shall hold harmless and indemnify Grantor with respect to any and all claims for damages, costs and expense arising from any act or omission of Grantee, or any representative, agent, customer, or employee of Grantee. It is the intention of this hold harmless and indemnity agreement on the part of the Grantee, and a condition of this License, that this provision shall be full and total indemnity against any kind or character of claim whatsoever that may be asserted against the City of St. Augustine by reason of, or as a consequence of having granted permission to Grantee to use and maintain the Property. Grantee hereby agrees to defend on behalf of the City any and all suits, claims or causes of action brought against the City of St. Augustine and to pay any judgment or judgments which may be rendered against the City of St. Augustine in connection therewith and to pay all costs of such defense, including a reasonable attorney's fee and costs for any pre-litigation activities, litigation, or appeals.

8. The Grantee at all times during the term of this License shall carry public liability insurance against personal injury and property damage issued by a company authorized to do business in the State of Florida and satisfactory to the City expressly covering the City of St. Augustine against any and all claims for damages to persons or property as a result of or arising out of the use and maintenance by Grantee of the Property and Grantee's improvements to the Property. Said insurance shall name the City of St. Augustine as an additional insured with limits of coverage not less than: \$300,000, bodily injury or death, each person; \$1,000,000, bodily injury or death, each accident;

\$1,000,000, property damage, each individual claim; \$500,000, property damage, each accident. Grantee shall supply written proof of insurance to Grantor within fifteen (15) days of the date this License is executed and shall continue to supply such proof to Grantor for each term such insurance coverage is renewed. Grantor's representative with regard to providing the written proof required herein shall be the Assistant City Manager for the City of St. Augustine, P.O. Box 210, St. Augustine, Florida, 32085-0210, unless and until Grantor notifies Grantee otherwise in writing.

9. Upon the termination or revocation of this License by Grantor or Grantee, this License shall become null and void at which time Grantee shall remove all improvements located under, on or over the Property within sixty (60) days of the date of such termination or revocation. The parties agree that the damages resulting from Grantee's failure to remove any and all improvements within this time are impossible to ascertain and, therefore, agree that in the event that Grantee fails to remove any and all improvements within the time required herein, Grantor's liquidated damages shall be \$500.00 per day.

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

11. If the parties litigate any matter related to this License, venue shall lie in a court of competent jurisdiction located in St. Johns County, Florida.

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this _____ day of _____, 2022.

"GRANTOR"

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

Tracy Upchurch, Mayor-Commissioner

Signed, sealed, and delivered in the presence of:

"GRANTEE"

Carol A. Lagasse
Witness

Albert Wayne Smeal
Albert Wayne Smeal

Print: Carol A Lagasse

[Signature]
Witness

Print: LUKE Newcomer

STATE OF FLORIDA
COUNTY OF ST Johns

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☒ physical presence or ☐ online notarization, Albert Wayne Smeal, who is personally known to me or who has produced drivers license as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 10 day of June, 2022.

Carol A. Lagasse
Notary Public, State of Florida

 Carol A. Lagasse
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG976125
Expires 7/21/2024

Signed, sealed, and delivered in the presence of:

“GRANTEE”

Carol A Lagasse
Witness

Heather Amanda Smeal
Heather Amanda Smeal

Print: Carol A Lagasse

[Signature]
Witness

Print: Luke Newcome

STATE OF FLORIDA
COUNTY OF ST Johns

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☒ physical presence or ☐ online notarization, Heather Amanda Smeal, who is personally known to me or who has produced drivers license as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that she executed the same for the uses and purposes therein expressed.

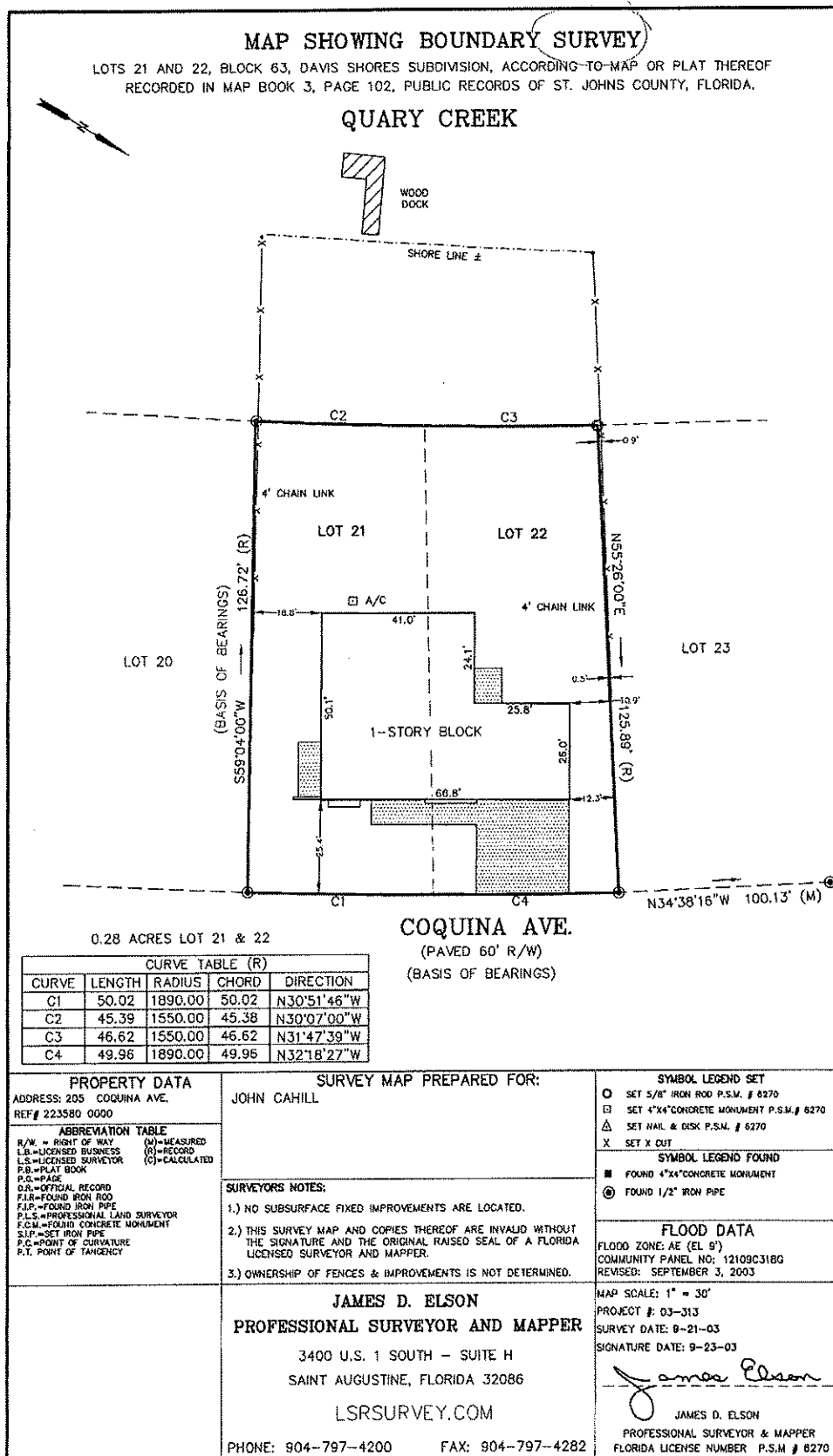
Witness my hand and official seal, this 10 day of June, 2022.

Carol A Lagasse
Notary Public, State of Florida



Carol A. Lagasse
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG976125
Expires 7/21/2024

EXHIBIT "A"



CITY OF ST. AUGUSTINE

M E M O R A N D U M

TO: John Regan
City Manager

DATE: June 17th, 2022

RE: Estimated Deconstruction Cost of One Entry Sign

At the May 23rd City Commission meeting staff said they would bring back to the Commission a cost estimate to remove one entry sign. As staff researched this cost estimate it became apparent that the city could do this task internally at a cheaper cost and in a more expedient manner.

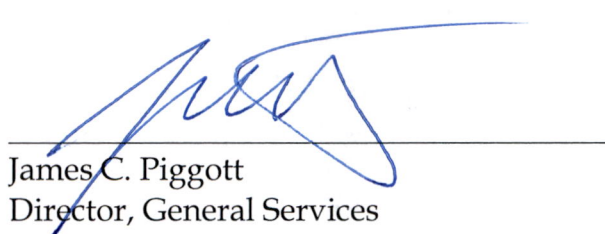
Staff estimates the cost of removing one entry sign would be approximately \$2,000 per sign:

Over Time:	\$400
Tipping Fees:	\$1000
Misc costs:	\$100

Also, staff, along with Jeremy, are planning on presenting the revised entry sign proposals to the city commission on Monday, July 25th. At this meeting the commission will be able to choose from various re-skinning/painting options for the remaining signs.

If you concur with this presentation, please place this on the June 27th city commission meeting under City Manager Comments.

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



James C. Piggott
Director, General Services

JCP

CITY OF ST. AUGUSTINE

City Commission Special Meeting Monday, May 23, 2022

The City Commission met in formal session Monday, May 23, 2022, 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
Nancy Sikes-Kline, Vice Mayor/City Commissioner
Roxanne Horvath, City Commissioner
John Valdes, City Commissioner
Barbara Blonder, City Commissioner

Also Present: John Regan, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
David Birchim, Assistant City Manager
Mark Simpson, Director, Financial Services
Jim Piggott, Director, General Services
Reuben Franklin, Director, Public Works
Todd Grant, Director, Utilities
Melissa Wissel, Communications Director
Jennifer Michaux, Police Chief
Laura Morse, Recording Secretary

2. GENERAL PUBLIC COMMENTS

Public comment was opened, and the Commission heard from the following member of the public:

- B.J. Kalaidi

Public comment was closed.

3. FISCAL YEAR 2022 PROJECTION OVERVIEW

Mark Simpson, Director, Financial Services, presented and reviewed the Mid-Year projections for the General Fund, Utility Fund, Stormwater Fund, Solid Waste Fund, Municipal Marina Fund, and Visitors Information Center Fund. He noted the Marina Fund expected a nice profit and the VIC revenues were 13% higher than

anticipated, and this was the only Fund with a deficit net position.

At the request of Mayor Upchurch regarding the noted annual depreciation expense consuming the excess in the Funds, Mr. Simpson explained that fixed asset purchases were not expensed in the year of purchase; however, they were moved to the balance sheet. He noted the 'non-spent' funds were moved to a 'savings' account and the depreciation would wipe the cost over the life of the fixed asset purchase.

Mr. Simpson used a City firetruck as an example, and he advised Mayor Upchurch that when the firetruck was no longer useful, finance would appropriate that year's ad valorem tax, or in the case of a Utility Fund, that year's revenues. He continued that adequate savings were kept with reserves

policies and three months of operating revenue to purchase fixed assets, and if they were long term assets, the funds would be borrowed.

John Regan, City Manager, stated they would return to the Commission with clear recommendations on what could be done with the Solid Waste Fund service level.

In response to Commissioner Horvath, Mr. Regan discussed glass recycling and stated Flagler County was recycling glass and sought to regionalize the process. He noted that Ken Bryan, Flagler County Commissioner, contacted the City to promote their facility and regionalization interest.

Mr. Regan advised Commissioner Blonder, at her request, that the Commission would be brought alternatives on parking fees and budget assumptions as the City moved towards the circulator; however, historically, tourists were not sensitive to parking garage increases.

4. CAPITAL IMPROVEMENT PLAN REVIEW

Mr. Simpson summarized the dollar amount and the funding source for the Capital Improvement Plan (CIP).

Mayor Upchurch emphasized the importance of the CIP information which provided a tremendous insight to the great work City staff did, particularly for the Commission. He said it was important to understand where they were as a community and where they were headed over the next several years.

Reuben Franklin, Director, Public Works, delivered a thorough presentation of the proposed CIP projects which included their Schedules, Flow Chart, and Information Sheets. He thanked staff for their hard work, and specifically commended Jessica Beach, Chief Resilience Officer, Stephen Slaughter, Engineering Manager, and Jeremy Berg, GIS Manager. He highlighted the following:

- Adoption of the CIP Plan covered fiscal years 2023 to 2027
- Information included 2022 projects which would carry over into future fiscal years
- The CIP would be presented to the Commission in August for final adoption, which allowed time for feedback and changes
- New projects would filter into FY 2028 in 2023 with the option to reshuffle the projects based on Commission priorities
- There were 51 total projects; 10 were under construction in 2022
- Booklet would be produced which included the projects for easy reference
- Schedule was produced in order of when projects started
- Once approved, the North Florida TPO Transportation Improvement Plan (TIP) would be added to the Booklet
- Flow Chart was updated on a quarterly basis and brought to the Commission which showed the statuses of specific projects and included the current fiscal year with active projects
- Project Information Sheets were set up to incorporate the name, brief description, a location map, existing detail, design cost, construction cost, project status, and construction duration; projects in preliminary stages would state 'TBD'

The Commission, Mr. Franklin, and Mr. Regan discussed:

- Appreciated that each project was presented as a separate sheet
- Projects were added to the CIP by a collaborative process and weekly meetings were held with Todd Grant, Utilities Director, Operations, and Engineering with review of water and sewer utility operations and discussion of public feedback regarding water main breaks, public complaints, and Commission feedback
- Public Works and Utilities coordinated with agencies with St. Johns County Public Works, and the Florida Department of Transportation (FDOT)

- Assessment of projects meeting goals or objectives over a-period-of-time was tied to permit requirements, and more critical infrastructure was on an inspection schedule, such as the way finding sign which had an annual inspection by an engineering firm; however, smaller projects did not have these measures in place
- Global measurements and key performance indicators (gallons, sewage spilled, water complaints), or things that provided a high altitude of system improvement were gauges to the objectives
- Staff should contemplate how to assess meeting project goals and find other indicators not discussed, such as resiliency project locations having far less sunny day flooding
- Design elements were in each project and if something worked better than expected this should be captured
- City Marina Crosswalk was postponed due to higher than anticipated bid costs, and it was designed with an ADA accessible ramp to the Marina, a rapid flash beacon, and a crosswalk across Avenida Menendez and Marine Street, and project would begin once funds accumulated
- Partnering with the City of St. Augustine Beach would be great for cultural synergy relative to the Downtown Circulator location which would be selected soon
- TDC dollars were requested to supplement funding and possibly expand the Downtown Circulator route which would greatly benefit the St. Augustine beaches
- Infrastructure pieces should be saved as artifacts, such as the cast iron and terracotta, since they were part of the history and important to who the City had been and where the City was going
- Property owners along Sevilla Street would be notified of the brick supply issue which were not scheduled to arrive until 2023, then the roadway would be scheduled for construction

- Repaving and/or patching of frayed or sinking pavement was determined based on the proximity of an underground utility project and what made sense financially
- Milling and resurfacing was used over the year and provided a better product due to ensuing drainage issues with continually adding asphalt
- Paving program also looked at micro surfacing and crack sealing; however, they were hesitant to just do overlays, and all large paving projects presented were mill and resurface
- Funding total for the projects was \$56 million, with \$26 million in specific grants

Mayor Upchurch acknowledged much of these projects and the work were in place many years ago with the input of prior Commissions; however, staff should be proud, and he was greatly confident this recognized community priorities.

Mr. Franklin reviewed the GIS tool and said Mr. Berg was creating a GIS 'storybook' which consisted of an aerial map with pins to indicate the project locations. He continued the pins could be selected which then provided the project information and location, and once this mechanism was approved, it would be made available to the public.

Mr. Regan noted the CIP was at the scale of cities much larger than St. Augustine, and he acknowledged City staff and everyone involved. He stated the GIS tool was not available in many cities, and it would greatly assist the City with communicating with the public.

5. STRATEGIC PLAN REVIEW

Mr. Regan reviewed the following:

- Most important thing was to transmit the Strategic Plan to the Commission
- Inter-relationship of major parts which included the community driven Vision of the City

- City was on point with its goals of authenticity and livability in comparison to other municipalities
- Strategic Plan was a document authored collaboratively with the Commission, and over time certain things would become engrained in the DNA which should be thought of in the objectives of where they wanted to advance
- Strategic Plan had parts associated with the City's values, guiding principles, and specific objectives, which included the recent addition of Diversity, Equity and Inclusion
- Installation of the Isaac Barrett lynching marker at the VIC was an example of an activity supporting an objective of Diversity, Equity, and Inclusion which then traced itself to the Vision Statement
- Total collective City projects were around 200, but a list of projects representative of moving towards the Strategic Plan and heading towards the Vision was needed
- Strategic Plan was consistently used at a staff level which assisted with working on point, and priorities were known based on the budget

Tracy Upchurch, MAYOR

Darlene Galambos, CITY CLERK

Mr. Regan concluded that staff would work with each of the Commissioners to review a schedule of where they desired to see specific projects representing City objectives for placement into the Strategic Plan, then the Strategic Plan would be used to build the budget.

Mayor Upchurch opened public comment; however, there was no response.

Public comment was closed.

6. ADJOURN

There being no further business, the meeting was adjourned at 4:03 P.M.¹

¹ Transcribed by Laura Morse

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, May 23, 2022

The City Commission met in formal session Monday, May 23, 2022, at 5:00 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Tracy Upchurch, and the following were present:

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

Also Present: John Regan, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
David Birchim, Assistant City Manager
Todd Grant, Director, Utilities
Jim Piggott, Director, General Services
Reuben Franklin, Director, Public Works
Amy Skinner, Director, Planning and Building
Mark Simpson, Director, Financial Services
Gregory Johnson, Deputy Director, Financial Services
Melissa Wissel, Communications Director
Jennifer Michaux, Police Chief
Laura Morse, Recording Secretary

INVOCATION AND PLEDGE OF ALLEGIANCE

Officer Mark Samson, City of St. Augustine Police Department, delivered the invocation, and Commissioner Sikes-Kline led the Pledge of Allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

MOTION

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

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

3.A. Proclamation 2022-15: Proclaims May 2022 as National Historic Preservation Month.

Commissioner Sikes-Kline read the Proclamation and Mayor Upchurch invited those in attendance, who were actively involved with historic preservation, to participate in the acknowledgement.

Julie Courtney, Historic Preservation Officer, stated it took everyone working together for “people saving places” and she noted the specialness of the City’s many historic resources. She said City staff worked hard to reduce demolitions, document historic resources, and provide updates to National Register Districts,

alongside the other individuals present and actively involved with historic preservation. She cited the success of the recent first annual St. Augustine History Festival.

3.B. Proclamation 2022-16: Proclaims May 2022 as National Drug Court Month.

Commissioner Sikes-Kline read the Proclamation which was received by St. Johns County Judge Christine, Jamee Whited, Court Services Manager, and Ralph Cumberbatch, who were all part of the Seventh Judicial Circuit Drug Court Team.

Judge Christine stated the Drug Court was the most successful program for intervention in the history of the criminal justice system and had existed in St. Johns County for approximately 20 years. He noted the program took high needs felons with extreme addictions and provided them with weekly court check-ins, education, group and individual support meetings, and frequent and random drug testing in order to avoid prison which had a 80% recidivism rate.

3.C. Proclamation 2022-18: Proclaims May 2022 as Mental Health Awareness Month.

Commissioner Sikes-Kline read the Proclamation which was received by Richard and Kathy Marquis who were champions and advocates for mental health.

Mr. Marquis quoted "brevity is the soul of all wit". He cited a 1955 study which indicated the availability of 340 hospital beds per 100,000 people specifically for the mentally ill at that time, and the reduction to only 17 beds per 100,000 people years later. He thanked the Commission for their support with the mental health crisis.

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

The Commission heard from the following members of the public:

- Leslee Keys
- Elizabeth Smith
- John T Pilecki
- Maureen Long
- Greg Smith
- Blair Clark
- Barbara Olson
- Harold Lock
- Ayolane Halusky
- B.J. Kalaidi

Public comment was closed.

5. CONSENT AGENDA

John Regan, City Manager, read the Consent Agenda.

CONSENT AGENDA - MAY 23, 2022

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON JUNE 13, 2022:

CA.3. Reminder of Upcoming Meetings:

- June 13, 2022, 5:00pm, Regular City Commission Meeting
- June 27, 2022, 5:00pm, Regular City Commission Meeting
- July 11, 2022, 3:00pm, Special Commission Meeting to discuss the 2023 Budget Assumptions
- July 11, 2022, 5:00pm, Regular City Commission Meeting

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

- April 11, 2022, Regular City Commission Meeting

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

- Sergio Ibarra - 1185 Kerri Lynn Road
- Frances Foland - 1647 Natalie Road

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

(None)

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

(None)

CA.8. Approval of the use of reserves not to exceed \$200,000 for the rebuild of Project SWING. (*M. Breidenstein, Assistant City Manager*)

CA.9. Approval of renewal and amendment of Code Enforcement Special Magistrate Agreement. (*I. Lopez, City Attorney*)

CA.10. Authorization for the City Manager to execute the Subdivision Settlement Participation Form regarding the settlement between the State of Florida and Walgreens in the opioid litigation. (*I. Lopez, City Attorney*)

CA.11. Approval of invoice for Smith v City from Cavendish Partners, PA for legal services in the amount of \$1,200.00 and for Marlowe v City from Cavendish Partners, PA for legal services in the amount of \$8,755.00. (*I. Lopez, City Attorney*)

End of Consent Agenda

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

(None)

5.B. Approval of Consent Agenda

MOTION

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

VOTE ON MOTION:

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

6. APPEALS

(None)

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

7.A. General Public Presentations

7.A.1. Presentation by Elizabeth DeJesus, Transportation Planning Manager for the North Florida Transportation Planning Organization identifying upcoming publicly funded highway, transit and aviation projects planned and programmed for the St. Johns County area.

Reuben Franklin, Director, Public Works, introduced Ms. DeJesus.

Ms. DeJesus thanked Commissioner Sikes-Kline for her participation as a Transportation Planning Organization (TPO) Board member for nearly 13 years. She delivered a presentation which reviewed the draft Transportation Improvement Program (TIP) for FY 2022-23 to FY 2026-27 for St. Johns County and included the responsibilities, current and planned projects (11 total), and scheduled public in-person meetings and virtual meetings. She concluded the TIP draft would be presented to the St. Johns County Board of County Commissioners on June 7th for final approval on June 9th.

Mayor Upchurch thanked Ms. DeJesus and requested an update to the out-of-date maps on page 7 and 11 of the presentation.

7.B. Items of Great Public Importance

(None)

7.C. Other Items Requiring Public Hearing

(None)

8. ORDINANCES AND RESOLUTIONS – PUBLIC HEARING REQUIRED

8.A. Ordinances – Second Reading

8.A.1. Ordinance 2022-03: Small Scale Land Use Plan Amendment to only the upland portion of the property referred to as Flagler Crossing from Residential Low Density Mixed Use to Residential Medium Density.

Amy Skinner, Director, Planning and Building, reviewed the Ordinance and noted the following:

- Included 'Flagler Crossing' and a significant change of land use categories that affected the maximum of eight units per developable acre to a potential sixteen units for the approximate 42 acres
- Planning and Zoning Board (PZB) determined the area was appropriate for multi-family development
- Commission directed the applicant at the February 14th meeting to review the affordable housing provision as part of the proposed project
- Applicant established a method with the County to qualify up to 20% of the proposed 180 additional units at 90% to 100% of the Area Media Income (AMI) in perpetuity by deed restriction
- Recent AMI was \$80,000, and 90% would be \$72,000

- City currently had no mechanisms to qualify or monitor the current affordable housing provision
- Public Works was concerned with the infrastructure design capacity of the additional units
- Six additional buildings remained to be permitted at approximately 35,000 square feet, which made the mobility fee approximately \$224,000

The Commission provided ex parte communication, which included electronic communications with William Ziets and Melinda Rakoncay.

Mayor Upchurch asked the Corner Lot representatives to come forward.

William Ziets, Flager Multifamily, LLC, and Fremont Latimer, Marquis Latimer + Halback, Inc. were sworn in by Darlene Galambos, City Clerk.

Mr. Ziets advised they intended to obtain Commission input and discuss the positive impact of the rezoning and additional density for the City. He noted Commission feedback from February's meeting prompted a modification of the original proposal to change their rents from 100% to 110% of the rent restriction, to 90% to 100%, and he cited the work with the Health and Human Services Department in St. Johns County, who was content with 120%. He reviewed the presentation which included the Approved Plans (Site Plan, Layout and Conservation Overlay), Architecture, Zoning and Future Land Use, Parking and Transit, and the Affordable Housing Program, and he highlighted the following from that presentation:

- Density was the only change in the developmental conditions
- Parking variance granted parking in front of the garages within the development for those leasing garages
- There were 19 more parking spaces than required within development

- Incorporated electrical vehicle charging stations and bike stations
- Significant remediation taking place on the brownfield location which revealed many challenges under the Department of Environmental Protection
- If the land use change was supported, the only modification would be to the lift station pumps that would be addressed with a construction plan modification
- Conservation easements were not modified, and there were significant areas and trees saved, and invasive species were removed from the site
- Designed within 30-foot height limits which resulted in compact vertical height development to be sensitive to the area
- Site challenge was the narrow workable area and sensitivity to the local climate while creating a livable neighborhood
- Parking was conducive to charging stations, bikes, and a bus route
- Short-term rentals were prohibited, and leases would be terminated if tenant failed to honor the lease requirements
- Enforcement overseen by on-site management company with two on-site managers and one or two law enforcement deputies for 300 units
- Rent increases would only move with AMI and would be outlined in the deed restriction

Mr. Ziets stated the purpose was to provide an affordable housing solution, and he requested Commission support of the land use change and rezoning with the intent this was the appropriate location for additional compact vertical development on an already impacted site.

Isabelle Lopez, City Attorney, advised that individuals who planned to speak regarding Ordinance 2022-03 were not required to be sworn in; however, they would be sworn in if speaking on Ordinance 2022-04.

Public hearing was opened, and the Commission heard from the following member of the public.

- Melinda Rakoncay

Public hearing was closed.

The Commission and Mr. Ziets discussed:

- Mix of additional 180 units included 50% one bedrooms, 40% two bedrooms, and 10% three bedrooms
- Units would be spread throughout the six buildings for anonymity
- Traffic study was based on 336 units, and agreement with FDOT required a re-submittal of study which changed their analysis and cost share accordingly, with an estimate of 1.07 cars per bed
- No plan for rooftop terraces and there was an internal draining system connecting to the storm drain on site
- \$1,400 for a one bedroom was too high and should be around 80% AMI, not 90% to 100%
- Not enough provided for the area traffic increase with suggestion of 20% of the 510 units which provided 102 affordable units and 408 at market rate
- Two projects were slightly independent of one another; could work through 180 units, but the 336 units already approved had market rents set and architecture finished with a potential inability to modify
- Road capacity was fine based on the recent St. Johns County Transportation analysis sheet which showed segment of US1 between City limits and SR16 at 60% capacity, and from 312 to City limits was at 76% capacity
- Applicant would pay \$224,000 mobility fee which was the concurrency answer
- Multi-family units were needed once the City annexed the property
- Development in area would reach capacity in the location along with a significant impact from the car increase
- Amiable site was an infill development and a brownfield restoration, with a sensitive developer who was willing to engage in affordable housing

- Project assisted with entertaining more forward-thinking modes of transportation with sufficient density
- 18 units would be capped at 90% rent, and 18 units at 100% which should be clarified in the language
- 20% offered back for affordable housing
- Leasing management team would be responsible for a hearing to rent at that capacity, and once sold, a deed restriction remained in perpetuity
- Proactive approach necessary to prevent investment companies from purchasing multi-family complexes and converting them to condominiums
- Finalized deed restrictions and percentages of units were needed
- City did not need to embrace developmental interests because the County did

Mayor Upchurch appreciated the Commissioner's comments regarding the affordable housing need.

MOTION

Commissioner Blonder MOVED to give the developer an opportunity to come back to the Commission with revisions based on the more specific feedback given to them to a date certain. The motion was SECONDED by Commissioner Horvath.

Discussion ensued regarding the date certain.

Mr. Ziets expressed appreciation for Commission feedback and stated the difficulty to gather the requested information outside of a public hearing. He cited the extensive work completed with remediation and development thus far and said he did not want City staff pressured into an unrealistic time frame, and he was comfortable with staff setting a date.

AMENDED MOTION

Commissioner Blonder MOVED to table the item to a future date that would be re-noticed and advertised, to provide the developer an opportunity to come back to the Commission with revisions based on the more specific feedback provided within the developer's own timeline. The motion was SECONDED by Commissioner Horvath and APPROVED BY UNANIMOUS VOICE VOTE.

8.A.2. Ordinance 2022-04: Rezoning a portion of approximately 42 acres of land referred to as Flagler Crossing from Residential Low-One (RL-1) to Residential General-One (RG-1) on the upland portion of the property only.

Item reviewed with Item 8.A.1.

MOTION

Mayor Upchurch MOVED that Ordinance 2022-04 be tabled and brought back at the same meeting as Ordinance 2022-03. The motion was SECONDED by Commissioner Horvath and 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)

(None)

9. ORDINANCES AND RESOLUTIONS - NO PUBLIC HEARING REQUIRED

9.A. Ordinances – First Reading

(None)

9.B. Resolutions

Meredith Breidenstein, Assistant City Manager, summarized the four Resolutions which were all easements the FDOT

required to start the construction process of the San Sebastian Bridge. She noted the Commission packets contained the easement, parcel information sheet, and a map highlighting the specific location behind each Resolution.

9.B.1. Resolution 2022-14: Temporary easement along King Street and Prawn Street granted to the State of Florida Department of Transportation for the San Sebastian Bridge Replacement Project.

Ms. Breidenstein reviewed the Resolution.

MOTION

Commissioner Sikes-Kline MOVED to approve Resolution 2022-14. The motion was SECONDED by Mayor Upchurch.

VOTE ON MOTION:

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

9.B.2. Resolution 2022-15: Temporary easement along Malaga Street North of Oviedo Street granted to the State of Florida Department of Transportation for road construction.

Ms. Breidenstein reviewed the Resolution.

MOTION

Commissioner Horvath MOVED passage of Resolution 2022-15. The motion was SECONDED by Mayor Upchurch.

VOTE ON MOTION:

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

9.B.3. Resolution 2022-16: Permanent easement for submerged lands within San Sebastian River granted to the State of Florida Department of Transportation

for the San Sebastian Bridge Replacement Project.

Ms. Breidenstein reviewed the Resolution.

MOTION

Commissioner Blonder to approve Resolution 2022-16. The motion was SECONDED by Commissioner Horvath.

VOTE ON MOTION:

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

9.B.4. Resolution 2022-17: Permanent easement for apportion of the land east of the fire station along Malaga Street granted to State of Florida Department of Transportation for the San Sebastian Bridge Replacement Project.

Ms. Breidenstein reviewed the Resolution.

MOTION

Mayor Upchurch MOVED approval of Resolution 2022-17. The motion was SECONDED by Commissioner Horvath.

VOTE ON MOTION:

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

10. STAFF REPORTS AND PRESENTATIONS

10.A. Review of options to replace or repair entrance signs to the City; discussion on design and location of each.

Jim Piggott, Director, General Services, introduced the topic. He noted that staff sought Commission guidance with options, design, location, and whether to repair or replace the entrance signs. He noted the

easement had expired in April for the sign on SR16; therefore, staff requested direction on whether to extend the easement, remove the sign, or move it to the west side of the bridge. He suggested placing one of the signs in the promenade between the Visitor Information Center and the parking garage if any were removed.

Jeremy Marquis and Carolina Schultz, Marquis Latimer + Halback, provided a thorough presentation which reviewed the three conceptual designs, locations, message, and cost for the entrance signs located at Anastasia Boulevard, US1 and San Marco, US1 North Fountain, and State Road 16 (SR16). He noted all signs would have ground lighting and the letters would be lit with palm tree landscape lighting. He said reskinning the signs was approximately \$72,000 per sign, starting over was approximately \$104,000 per sign (the US1 / San Marco would be a higher cost), and the options were to do nothing, to do them all at once, or to stagger them over time; however, there was an estimated 8% of inflation year over year seen.

There was extensive discussion among Mr. Marquis and the Commission, with the following concerns and input noted:

Commissioner Sikes-Kline:

- Nights of Lights would be incorporated into the message on the sign or should continue with free standing signs
- Liked idea of letting the SR16 sign go to a new site
- Three designs presented did not please her immensely, but she wanted to keep moving forward because a sense of arrival into the City was important
- Reskinning was a sensible option
- Agreeable to lose the San Marco and US1 sign since it was established under a different time of the City
- Agreeable to the vegetation

Commissioner Horvath:

- Relocating SR16 sign further west made sense, but they should modify the roof tiles, removing the details, landscape the sign, and change the fonts
- All three solutions were better than what the City had
- Suggested a design competition for area architects
- If signs would be kept another 50-years, they should investigate other alternatives
- Eliminating the sign at the split entry was sensible
- Modifying the conquistador gates made sense
- Liked the design of Option A
- Questioned relocating the SR16 sign if they planned to reskin all the signs

Commissioner Valdes:

- Advised by Ms. Lopez the property owner of SR16 location sought market rate to renew the lease
- Liked the older 'beat-up' signs and was not in favor of spending \$500,000 to install new signs when the money could be spent on the homeless
- Questioned cost to pressure clean and paint the signs
- Suggested providing a budget to Marquis Latimer + Halback to see their options

Commissioner Blonder:

- Rates were increasing along with inflation and \$500,000 was a lot of money to spend
- Suggested reskinning and removing the emblems from the existing San Marco and SR16 signs which had the same design elements as the third option

Mayor Upchurch:

- Unfavorable to reskin SR16 sign
- Existing signs were and had always been unattractive
- Should remove the civic signs since many of the clubs were not active
- Preferred having no signs versus what they had currently

- SR16 sign was useless in its location and should be moved further west
- Sign on Anastasia was used on a regular basis and would be impacted by the future round-a-bout
- Sign on US1 North detracted from an attractive fountain landscaped area and refurbishing the existing northern City gates could be done
- Preferred letting go of the sign on US1 by Oyster Creek
- Did not need the wooden 'rickety' Nights of Lights signs
- Liked Option A the best
- Agreeable to suggestion they return with a reasonable budget

There was Commission consensus to remove the sign from the SR16 and CVS location.

FIRST MOTION

Mayor Upchurch **MOVED** to remove the existing welcome sign on SR 16. The motion was **SECONDED** by Commissioner Sikes-Kline and **APPROVED BY UNANIMOUS VOICE VOTE.**

SECOND MOTION

Mayor Upchurch **MOVED** to remove the sign on US1 South by Oyster Creek. The motion was **SECONDED** by Commissioner Sikes-Kline.

MOTION FAILED FOR LACK OF CONSENSUS.

The Commission was advised by Mr. Piggott the estimate to remove the signs was approximately \$7,000 each, and that City staff could potentially remove them. They discussed the necessity for a reasonable budget to determine how to move forward to address the concerns heard.

Mr. Regan suggested that staff return to the Commission with a specific amount to

remove the sign at US1 South by Oyster Creek.

Mayor Upchurch summated the Commission's wishes and stated there was a reluctance to spend big dollars on the project, they wanted to either demolish or improve the existing signs, and at a minimum they questioned removing the plaques, power washing, and painting them.

There was Commission consensus to direct Mr. Piggott to obtain numbers for improving the northern City gates (the conquistadors), by adding 'welcome' to them, landscaping, and moving the cannons in the correct direction.

Mayor Upchurch clarified with Mr. Piggott the Commission wanted numbers both to demolish and clean up the signs.

10.B. Approval of the creation of a passive park on property located at 865 Fish Island Road as well as approval for the City Fire Department to continue to use a portion of the property for training and storage.

David Birchim, Assistant City Manager, reviewed the topic. He noted the 2013 environmental assessment and staff's conclusion it was feasible to use the approximate 19 acres as a passive park. He requested Commission approval to continue using certain areas of the property for Fire and Police Department training, which would not impinge on the neighbors, and as a staging area for passive materials. He stated if the Commission chose to move forward with the passive park concept, a management plan would be created and would include public engagement, budget for invasive species, park improvements, and blockage of vehicular access to the public. He noted the Wastewater Treatment Plant II portion and the cell tower were fenced and gated, the property had been capped, and invasive species removed; therefore, there was no threat of environmental hazard.

Commissioner Blonder stated the passive park approach enabled the continuation of the property's ecosystem service functions such as flood reduction, greenspace, protection of biodiversity, training site, and storage site for materials.

MOTION

Commissioner Blonder MOVED to approve staff's recommendations to accept the environmental assessment in place of a feasibility study and to authorize staff to proceed with the passive park design and budget for construction. The motion was SECONDED by Commissioner Horvath.

There was extensive Commission discussion on the topic:

Commissioner Blonder:

- Pace of development was how they arrived at that point, and City was over 90% built
- Rare opportunity existed to make a statement as a community that they valued open space
- An election was on the horizon and the leadership could change with allowing high intensity development
- Density type previously proposed at Flagler Crossing was what brought public opposition
- It cost \$26.5 million to get to the point of addressing resiliency; therefore, questioned the cost for each of the greenspaces to be removed for flood retention, oxygen production, carbon sequestration, water filtration, and nutrient cycling
- Economic studies existed that placed value on these ecosystems
- Property provided ecosystems services, habitat for wildlife, and community appreciation for the area

Commissioner Valdes:

- Only other use of the property was water development since it was a

landfill, development would be considerably costly and would diminish the quality of life for those in the area

- An ecosystem surrounded the property, so why couldn't they 'save the dump'
- Stated that Commissions and City governments changed, and the reality was the property would become a wetland

Commissioner Sikes-Kline:

- They 'saved a dump' which was called Robert Hayling Freedom Park at the end of Iberia Street, which was appreciated and loved by the neighborhood
- Believe the approval of conservation moved fast, but good ideas usually did
- Could not put a price on land preservation
- Property would be enhanced and well loved
- Noted the annexation policy in the 2000s which areas were now beginning development
- Liked the idea of balance and saving every piece of land possible

Commissioner Horvath:

- Agreed with the resiliency factor
- Unsure if a decision was required since the property was currently used as a passive park
- Instituting a management plan to remove invasive species was okay; however, the future was unknown and if they committed, this property would always be a park

Mayor Upchurch:

- Idea began with a request to construct a cultural center
- Site was a landfill site and quasi-industrial
- Property had significant value
- Not arguing against a passive park, but expressed concern with the speed and context at which they arrived at that point without thinking about other uses, and if nothing was done, the property would remain

- No evidence showing the land was a functioning ecosystem and it was not Fish Island
- Property was constrained by a State Road and several sites, and they needed context for the site
- City had been close to 90% built out for decades
- Property was only part of the City because the City limits were expanded over the years
- Understood all the arguments to make this a passive park, but wanted to put this in a larger context

VOTE ON MOTION:

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

10.C. Sale or retention of 800 Plantation Island Drive South.

Mr. Birchim reviewed the property and noted that it had a small lift station, zoning was split between Commercial Medium II and Government Use, the site contained part of an old landfill, and it was recently appraised at \$1.8 Million cleaned. He said the Commission had two options, and the first was to sell the property "AS IS" and allow prospective buyers to do the due diligence to determine the cost of mitigation, then return to the Commission to decide whether to reduce the price. He noted they could also perform a Phase I and Phase II environmental study to determine the cost of mitigation and then adjust the listing price accordingly. He said the second option was to keep the property and inventory it.

Mr. Birchim stated if the City performed the work on the front end, a buyer would also want the work done; therefore, this was duplicative and unnecessary, but it would be a true cost to mitigate the land material. He requested permission to send a request for qualifications for professional and qualified real estate services in the community, which

would bring a continuing service contract with the City. He said if the Commission chose to sell the property, the listing would be sent to all qualified real estate companies, and the Commission would select the real estate broker providing the best deal.

Commissioner Valdes said there was a certain wisdom to holding the land in inventory, but he questioned the cost of a Phase I and Phase II environmental audit which would be the quickest way to sell the property. He said if they decided to sell, then they should get an audit which would make it easier to sell since no one would buy it without an audit. He noted they could take the proceeds and earmark them for the homeless and a shelter.

Commissioner Sikes-Kline stated she was inclined to do nothing, and she questioned whether selling the property served the citizens.

In response to Commissioner Blonder's inquiry regarding earmarking the proceeds for a particular City need, Mr. Birchim stated the City Commission controlled the decision of whether to earmark all or a portion of the proceeds to pay for what they chose.

Commissioner Horvath questioned whether the property was better served as a homeless shelter, and she stated if it was unnecessary to sell the property then they could wait and decide in the future, as property would not get any cheaper.

Mayor Upchurch cited the several conversations for things the Commission wanted but felt the money was not there, such as signs and the homeless shelter. He said the City was better served to sell the property that would never be used for a homeless shelter and had no practical benefit, and to hold the money rather than earmark it. He concluded they were better off listing it while understanding negotiations would be required, since it would be a

duplicated cost for the City and the buyers to have an environmental completed.

MOTION

Mayor Upchurch MOVED that they first do the Request for Quotation (RFQ) from real estate services and title company services to obtain real estate advice in order to list the property, and that City staff proceed to list the property for sale based upon the advice of the real estate agency. The motion was SECONDED by Commissioner Horvath.

VOTE ON MOTION:

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

11. ITEMS BY CITY ATTORNEY

(None)

12. ITEMS BY CITY CLERK

(None)

13. ITEMS BY CITY MANAGER

(None)

14. ITEMS BY MAYOR AND COMMISSIONERS

Commissioner Sikes-Kline advised she had received pictures of the homeless laying and sleeping in the streets on the south into St. George Street and in the Plaza. She said they were aware of the problem, and she had spoken with staff regarding solutions. She continued this was a vagrancy issue, and she asked if they could get back on track with the programs and moving towards solutions and questioned if this included expanding the zones.

Mr. Regan conceded to the Commissioner's request.

Commissioner Horvath stated the City Clerk had drafted a Proclamation for the Poet Laureate position and noted her plan to meet with Christina Parrish Stone, Executive Director of the Cultural Council. She questioned setting up a committee which might include the Flagler College English Department, and she said she would work on the Literary City designation.

Commissioner Blonder asked for consideration of an Ordinance which banned the use of Kratom in the City which was addressed in a memorandum from the City Attorney's office.¹ She said Kratom was a tea, available over the counter in convenience stores and vaping shops, and the ingredients interacted with the brain's opioid receptors; therefore, it was addictive and unregulated. She continued that several U.S. States had banned it, along with all European countries, and the DEA had a notice of intent to institute the emergency scheduling of its active ingredients; however, the Kratom industry blocked it.

Mayor Upchurch requested the ability for himself and the Commission to learn more about Kratom, review the memorandum, and address the topic at the next meeting.

15. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:05 P.M.²

Tracy Upchurch, MAYOR

Darlene Galambos, CITY CLERK

¹ Included with original minutes

² Transcribed by Laura Morse

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: June 8, 2022

RE: Consent Agenda Item – May 2022 Budget Report

Attached are the unaudited financial summaries by fund for Commission review for the period ending May 31, 2022. The statements are in the form of an income statement and include current year budget and current year-to-date actuals, with previous year-to-date actuals for comparison purpose.

The summaries reflect activity through eight months of the fiscal year which is 67%. Comparing this percentage with the actual percentage spent/earned is a useful way to gauge our performance although some of our activity is seasonal.

The City's revenues and expenditures are on track to meet budget in the General Fund and the three utilities. The Marina and Visitor Information Center funds are performing better than anticipated. The large surplus in the Utility Fund is due to the \$12M bank loan secured earlier this fiscal year.

If you have any questions about the attached statements or any other financial matter, please do not hesitate to contact me.



Mark E. Simpson, CPA
Finance Director

Attachments

cc: D. Galambos, City Clerk

General Fund

Current Year and Prior Year to Date for Period Ending May 31, 2022

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Ad Valorem Taxes	14,897,141	15,354,182	97%	13,855,872	14,289,378	97%
Local Option Gas Tax	319,963	474,703	67%	318,266	422,380	75%
Insurance Premiums	-	436,905	0%	-	436,905	0%
Utility Taxes	1,584,051	2,300,000	69%	1,427,612	2,251,000	63%
Grants	68,774	48,064	143%	31,804	5,236	607%
Intergovernmental	1,434,899	2,124,568	68%	1,513,749	1,786,150	85%
Franchise Fees	1,489,478	1,731,000	86%	1,074,236	1,580,998	68%
Licenses, Permits & Other Fees	4,814,547	5,295,154	91%	4,055,287	5,045,253	80%
Fines and Forfeitures	180,658	291,000	62%	322,640	255,500	126%
Administrative Overhead	2,741,921	4,159,429	66%	2,707,458	4,061,187	67%
Investment Income	29,575	20,420	145%	179,492	360,000	50%
Miscellaneous	1,676,548	2,250,974	74%	1,191,736	1,832,094	65%
Total Operating Revenue	29,237,554	34,486,399	85%	26,678,152	32,326,081	83%
<u>Operating Expenses</u>						
General Government	5,429,899	9,267,126	59%	4,686,450	8,019,647	58%
Public Safety	8,334,228	13,266,598	63%	7,603,258	12,586,842	60%
Physical Environment	2,070,903	4,061,689	51%	2,043,546	3,634,850	56%
Transportation	2,574,978	4,776,912	54%	2,285,845	4,307,380	53%
Culture and Recreation	942,247	1,996,033	47%	830,137	1,790,386	46%
Capital Outlays						
Land	60,000	60,000	100%			
Buildings	97,073	257,417	38%	-	630,000	0%
Infrastructure Improvements	103,543	1,651,717	6%	530,504	879,066	60%
Machinery & Equipment	1,482,717	2,360,445	63%	280,946	1,099,847	26%
Total Operating Expenses	21,095,587	37,697,937		18,260,686	32,948,017	
<u>Transfers In/ (Out)</u>						
Transfers In	1,796,733	7,033,525	26%	3,238,872	4,858,307	67%
Transfers Out	(440,133)	(3,821,987)	12%	(2,824,247)	(4,236,371)	67%
Total Transfers In/ (Out)	1,356,600	3,211,538		414,624	621,936	
	\$ 9,498,567	\$ 0.00		\$ 8,832,091	\$ 0.00	

Utility Fund

Current Year and Prior Year to Date for Period Ending May 31, 2022

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Water User Fees	6,551,474	9,522,000	69%	6,048,642	9,000,000	67%
Sewer User Fees	6,367,173	8,887,200	72%	5,931,074	8,400,000	71%
Construction & Connection Fees	3,931,991	1,701,000	231%	1,091,484	1,960,000	56%
Other	719,881	489,000	147%	132,947	456,157	29%
Total Operating Revenue	17,570,519	20,599,200		13,204,147	19,816,157	
<u>Operating Expenses</u>						
Personal Services	3,156,329	5,460,185	58%	3,137,307	5,012,047	63%
Operating Expenses	1,998,320	4,164,914	48%	1,926,026	3,691,976	52%
Administrative Overhead	1,732,277	2,598,415	67%	1,710,271	2,565,406	67%
<u>Capital Outlays</u>						
Infrastructure Improvements	5,213,134	18,608,439	28%	1,533,710	849,707	180%
Buildings	191,147	189,147	NA	-	-	NA
Machinery & Equipment	138,694	244,579	57%	96,644	670,257	14%
Total Operating Expenses	12,429,902	31,265,678		8,403,957	12,789,393	
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	32,154	25,000	129%	26,419	156,500	17%
Fiscal Charges	(417,785)	(2,532,040)	16%	(391,130)	(3,556,200)	11%
Grants	19,962	-	NA	322,522	75,000	NA
Disposition of Assets	(146)	15,000	NA	28,546	20,000	NA
Non-Operating Revenue/(Expense)	(365,815)	(2,492,040)		(13,643)	(3,304,700)	
<u>Transfers In/ (Out)</u>						
Transfers In	13,314,913	19,217,613	69%	324,749	1,354,626	24%
Transfers Out	(4,039,397)	(6,059,095)	67%	(3,384,460)	(5,076,690)	67%
Total Transfers In/ (Out)	9,275,517	13,158,518		(3,059,711)	(3,722,064)	
Due to \$12M Loan Proceeds	\$ 14,050,318	\$ -		\$ 1,726,834	\$ -	

Stormwater Fund

Current Year and Prior Year to Date for Period Ending
May 31, 2022

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	819,375	1,195,657	69%	742,597	1,097,586	68%
Total Operating Revenue	819,375	1,195,657	69%	742,597	1,097,586	68%
<u>Operating Expenses</u>						
Personal Services	223,610	375,278	60%	206,743	358,311	58%
Operating Expenses	49,332	274,548	18%	47,609	232,241	20%
Administrative Overhead	257,837	386,755	67%	251,904	377,856	67%
Capital Outlays						
Machinery & Equipment	13,083	13,304	NA	-	-	#DIV/0!
Infrastructure Improvements	12,452	3,609,133	0%	108,655	-	#DIV/0!
Total Operating Expenses	556,313	4,659,018		614,911	968,408	
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	824	500	165%	381	1,200	32%
Fiscal Charges	-	-	NA	-	-	NA
Non-Operating Revenue/(Expenses)	824	500	165%	381	1,200	32%
<u>Transfers In/ (Out)</u>						
Transfers In	236,824	355,236	67%	432,887	649,331	67%
Transfers Out	(165,405)	(248,108)	67%	(608,320)	(912,480)	67%
Total Transfers In/ (Out)	71,419	107,128		(175,433)	(263,149)	
	\$ 335,304	\$ -		\$ (47,365)	\$ -	

Solid Waste Fund

Current Year and Prior Year to Date for Period Ending May 31, 2022

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	3,123,438	4,275,396.00	73%	2,665,817	3,870,386	69%
Franchise Fees	15,046	70,000.00	21%	57,247	32,000	179%
Other	9,769	3,000.00	326%	785	3,000	26%
Total Operating Revenue	3,148,253	4,348,396.00		2,723,848	3,905,386	
<u>Operating Expenses</u>						
Personal Services	1,020,504	1,447,237	71%	872,120	1,364,507	64%
Operating Expenses	1,584,405	2,230,244	71%	1,328,962	1,990,340	67%
Administrative Overhead	337,086	505,629	67%	307,925	461,887	67%
Capital Outlays						
Machinery & Equipment	-	26,765	NA	-	-	#DIV/0!
Total Operating Expenses	2,941,995	4,209,875		2,509,007	3,816,734	
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	765	100	765%	945	6,000	16%
Disposition of Assets	6,338	2,500	NA	4,675	-	NA
Non-Operating Revenue/(Expenses)	7,103	2,600		5,620	6,000	
<u>Transfers In/ (Out)</u>						
Transfers In	146,428	219,642	67%	193,120	289,680	67%
Transfers Out	(240,509)	(360,763)	67%	(256,221)	(384,332)	67%
Total Transfers In/ (Out)	(94,081)	(141,121)		(63,101)	(94,652)	
	\$ 119,280	-		\$ 157,360	\$ -	

Municipal Marina Fund

Current Year and Prior Year to Date for Period Ending May 31, 2022

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	3,714,881	4,505,250	82%	2,597,868	3,222,400	81%
Rental Income	35,819	42,000	85%	34,111	42,158	81%
Other	29,033	72,000	40%	32,562	33,000	99%
Total Operating Revenue	3,779,733	4,619,250		2,664,541	3,297,558	
<u>Operating Expenses</u>						
Personal Services	448,212	719,108	62%	495,465	792,012	63%
Operating Expenses	1,893,279	3,103,654	61%	1,124,165	1,690,883	66%
Administrative Overhead	316,465	474,698	67%	301,356	452,034	67%
Capital Outlays						
Machinery & Equipment	116,545	156,000	-75%	49,402	50,000	99%
Infrastructure Improvements	13	-	NA	-	-	NA
Total Operating Expenses	2,774,514	4,453,460		1,970,387	2,984,928	
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	2,252	-	NA	2,014	20,000	NA
Grant Income	199,851	117,000	NA	-	-	#DIV/0!
Fiscal Charges	-	-	NA	-	-	#DIV/0!
Non-Operating Revenue/(Expenses)	202,103	117,000		2,014	20,000	
<u>Transfers In/ (Out)</u>						
Transfers In	46,311	69,467	67%	32,415	48,622	67%
Transfers Out	(234,838)	(352,257)	67%	(254,168)	(381,252)	67%
Total Transfers In/ (Out)	(188,527)	(282,790)		(221,753)	(332,630)	
	\$ 1,018,795	\$ -		\$ 474,415	\$ -	

Visitor Information Center Fund

Current Year and Prior Year to Date for Period Ending May 31, 2022

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Parking Revenue	3,634,998	4,140,615	88%	3,072,413	3,328,350	92%
Gift Shop Revenue	458,784	600,000	76%	297,155	600,000	50%
Other	39,041	60,000	65%	19,649	70,000	28%
Total Operating Revenue	4,132,823	4,800,615		3,389,216	3,998,350	
<u>Operating Expenses</u>						
Personal Services	695,574	1,156,411	60%	616,697	1,103,908	56%
Operating Expenses	667,653	1,936,043	34%	784,284	1,529,734	51%
Administrative Overhead	1,435,218	2,152,827	67%	1,424,843	2,137,264	67%
Capital Outlays						
Buildings	-	-	NA	-	-	NA
Machinery & Equipment	14,680	69,680	NA	-	-	NA
Total Operating Expenses	2,813,125	5,314,962		2,825,824	4,770,906	
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	4,868	2,500	195%	2,214	26,250	8%
Other Income	213,119	212,000	101%	145,835	147,000	99%
Fiscal Charges	(372,929)	(1,697,847)	22%	(410,202)	(1,727,145)	24%
Non-Operating Revenue/(Expenses)	(154,942)	(1,483,347)		(262,153)	(1,553,895)	
<u>Transfers In/ (Out)</u>						
Transfers In	1,019,603	1,529,405	67%	1,166,648	1,749,972	67%
Transfers Out	312,193	468,289	67%	384,319	576,479	67%
Total Transfers In/ (Out)	1,331,796	1,997,694		1,550,967	2,326,451	
	\$ 2,496,552	\$ 0		\$ 1,852,207	\$ 0	

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: June 16, 2022

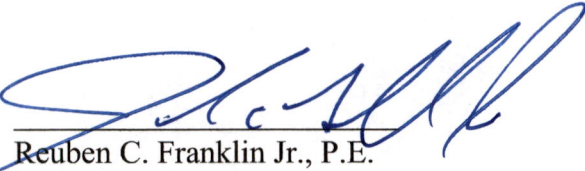
RE: Consent Agenda Item for June 27, 2022 City Commission Meeting;
Alpha Omega Miracle Home Cost Share Agreement

The Alpha Omega Miracle Home plans to develop their property in such a way that requires improvements of City owned utilities to serve their project, including construction of a City-owned lift station and approximately 2,400 ft. of sewer force main.

The construction of the City owned lift station at the location and depth specified would allow for future buildout of gravity sewer in the project area that could eventually serve approximately 400 existing residences and a total of 590 eventual connections based on future development.

Because of the public benefit, staff requests authorization to enter into a cost share agreement for the construction of the sewer utility improvements. The City's proportionate fair share of the sewer utility improvements would be \$340,000.00.

Please let me know if you have any questions or concerns regarding this agenda item.



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

cc: City Attorney & Department Heads

Attachment:
Cost Share Agreement-Alpha Omega Miracle Home Project

COST SHARE AGREEMENT
ALPHA OMEGA MIRACLE HOME PROJECT

THIS AGREEMENT is made by and between ALPHA OMEGA MIRACLE HOME INC ("DEVELOPER"), whose mailing address is 2860 Collins Avenue, Saint Augustine, Florida, 32084, and the **CITY OF ST. AUGUSTINE**, a Florida municipal corporation ("CITY"), whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085.

RECITALS

WHEREAS, the DEVELOPER intends to develop PROPERTY in St. Johns County as described below:

<u>Parcel (STRAP)</u>	<u>Address</u>	<u>Owner Name</u>
084390 0000	2898 Collins Avenue St. Augustine, FL 32084	Currently owned by: Alpha Omega Miracle Home Inc.
084400 0000	2860 Collins Avenue St. Augustine, FL 32084	Currently owned by: Alpha Omega Miracle Home Inc.
083850 0000	Lester Street St. Augustine, FL 32084	Currently owned by: Alpha Omega Miracle Home Inc.
083880 0000	2901 Usina Street St. Augustine, FL 32084	Currently owned by: Alpha Omega Miracle Home Inc.
083880 0010	Bruyn Street St. Augustine, FL 32084	Currently owned by: Alpha Omega Miracle Home Inc.
083890 0000	459 Bruyn Street St. Augustine, FL 32084	Currently owned by: Alpha Omega Miracle Home Inc.

084450 0100	Usina Street St. Augustine, FL 32084	Currently owned by: Alpha Omega Miracle Home Inc.
083770 0070	2908 Bay Street St. Augustine, FL 32084	Currently owned by: Alpha Omega Miracle Home Inc.

WHEREAS, the PROPERTY lies outside the boundaries of the City of St. Augustine, Florida, and within the CITY's utility service area; and

WHEREAS, the DEVELOPER desires to develop the PROPERTY in such a fashion that impacts Public Facilities and thus requires improvements of CITY owned facilities to serve the project and to mitigate those impacts to the Public Facilities; and

WHEREAS, the CITY desires to improve the availability of sanitary sewer and facilitate future gravity sewer extension projects in the area; and

WHEREAS, the PROPERTY development requires improvements consisting of a sanitary sewer lift station, sanitary force main, and water services (these improvements being the "Public Facilities" referenced herein) in accord with the civil construction project approval letter dated July 9, 2019, as described in "Exhibit A - Approval Letter", attached hereto and incorporated herein and any amendments thereto approved by the CITY; and

WHEREAS, the improvements to the Public Facilities will benefit the CITY's facilities in the broader area surrounding the project; and

WHEREAS, the DEVELOPER and CITY wish to share in the cost of the Public Facilities improvements; and

WHEREAS, the DEVELOPER agrees to provide all required easements for utilities; and

NOW, THEREFORE, the DEVELOPER and CITY, in consideration of the mutual covenants and promises contained in this Agreement, the adequacy and receipt of which are hereby acknowledged, hereby agree as follows:

1. **Recitals.** The above recitals are true and correct and incorporated herein.

2. **Obligations of DEVELOPER.**

- (a) DEVELOPER shall be responsible for design of all Public Facilities as laid out in the conceptual renderings included as "Exhibit B - Conceptual Renderings". CITY reserves the right to approve the design and technical capabilities of the Public Facilities. A 15 ft. deep sanitary manhole shall be located at the southern terminus of the Bay Street right-of-way adjacent to the subject property. A minimum 8-inch diameter gravity sewer main shall be installed from the manhole to the sanitary lift station. A minimum 4-inch diameter approximate 2,400 ft. sanitary force main shall connect the new sanitary lift station to existing City facilities offsite. The design may be subject to minor changes during the design and review process.

- (b) Prior to commencement of the work and prior to the City Pre-Construction Meeting, DEVELOPER agrees to make payment to CITY in the amount of Forty-seven thousand, nine hundred forty-seven dollars and forty cents (\$47,947.40) in accordance with the Statement of Availability dated February 5, 2021, attached hereto and incorporated herein as "Exhibit C"-Statement of Availability.
- (c) Prior to commencement of the work and prior to the City Pre-Construction Meeting, DEVELOPER agrees to secure the timely and satisfactory completion of the work with a performance bond in form and content satisfactory to CITY and insured by a surety satisfactory to CITY.
- (d) DEVELOPER agrees to design, construct, and install the Public Facilities and improvements in accordance with all plans, permits, and specifications. The design plans shall be based on the conceptual renderings attached in this agreement as Exhibit B.
- (e) DEVELOPER agrees that the CITY's proportionate fair share of the Public Facilities improvements is equal to the amount of Three Hundred and Forty Thousand Dollars (\$340,000.00).
- (f) DEVELOPER agrees to be responsible for all associated design, permitting, project management, construction, testing and costs as per Approval Letter, plans, specifications and permits.
- (g) DEVELOPER agrees to complete construction and installation and successfully complete final inspection of the work within one hundred eighty (180) days following the date of the pre-construction meeting to be held by and between CITY and DEVELOPER.

- (h) Following successful completion of construction and prior to CITY acceptance of the Public Facilities, DEVELOPER agrees to secure the completed work for a period of one year with a maintenance bond in form and content satisfactory to the CITY and insured by a surety satisfactory to the CITY.
- (i) Following successful completion of construction and prior to CITY acceptance of the Public Facilities, DEVELOPER agrees to grant easements to the CITY in form and content satisfactory to the CITY in accordance with all plans, permits, and specifications and the terms of this Agreement.
- (j) DEVELOPER agrees to transfer ownership and maintenance of the Public Facilities to the CITY following successful completion of construction and close-out documentation to current CITY standards.

3. **Obligations of the CITY.**

- (a) Immediately after dedication to and acceptance by CITY of the new Public Facilities in totality as stated in this Agreement and in accordance with all plans, permits, and specifications, CITY agrees to make payment to DEVELOPER in the amount of Three Hundred and Forty Thousand Dollars (\$340,000.00) which is equal to the amount estimated by the CITY to be the CITY's proportionate fair share and equal in benefit to the CITY's facilities in the area surrounding the project.

4. **Modification.** This Agreement may be modified only by written agreement approved and executed by all parties to this Agreement.

5. **Effective Date.** This Agreement shall become effective on the later of the date the Agreement is executed by the CITY Manager for the CITY and the date the Agreement is executed by the authorized representative of DEVELOPER.
6. **Remedies.** Each party to this Agreement shall be entitled to seek enforcement of this Agreement against the other party and shall have all remedies available at law or in equity, including the remedy of specific performance and all forms of injunctive relief.
7. **No Waiver of Sovereign Immunity.** The CITY, specifically and expressly, reserves all rights to sovereign immunity granted to municipalities by law, including, but not limited to, Section 768.28, Florida Statutes. Nothing in this Agreement shall constitute a waiver of the CITY'S sovereign immunity or any increase in the statutory limits of that sovereign immunity.
8. **Unenforceability of Provisions.** If any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid or unenforceable, then the remainder of this Agreement shall remain in full force and effect.
9. **Attorney's Fees.** In the event of any litigation, mediation, action by legal counsel, bankruptcy proceeding or collection efforts arising out of this Agreement, whether or not suit be brought, the prevailing or substantially prevailing party shall be entitled to recover all court costs, reasonable attorney's fees and attorney's costs, including those arising from appeal, incurred at all levels of the proceedings.
10. **Judicial Interpretation.** If any of the provisions of this Agreement require judicial interpretation, the court interpreting or construing same shall not interpret or construe the terms more strictly against the party who prepared the Agreement, it

being agreed that all parties or their agents have participated in the preparation of the Agreement.

11. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of Florida. Each party agrees that any action, controversy or cause of action arising out of the interpretation or enforcement of the terms of this Agreement shall be brought in a court of competent jurisdiction located in St. Johns County, Florida, regardless of the place of execution of the Agreement, and each party hereby waives any right to require that any action arising out of this Agreement be brought in any other jurisdiction or venue.
12. **Notices.** Any notices regarding this Agreement are to be addressed to the following representatives:

CITY OF ST. AUGUSTINE

Reuben C. Franklin Jr., P.E.

Public Works Director

P.O. Box 210

St. Augustine, FL 32085-0210

ALPHA OMEGA MIRACLE HOME INC

2860 Collins Avenue

St. Augustine, FL 32084

13. **Entire Agreement.** No other agreements, representations or promises shall be binding on the parties except those agreements, representations and promises

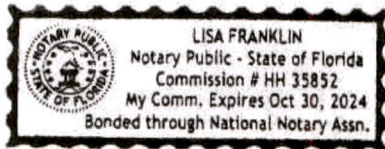
contained herein or in some future writing signed by the parties. The parties expressly acknowledge and agree that they have neither made nor relied on any promise or representation except those expressly set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the dates set forth below.

ALPHA OMEGA MIRACLE HOME INC

ATTEST:

Lisa Franklin



(SEAL)

By:

Bridget Varnedoe
Bridget Varnedoe / Executive Director

Print Name and Position

Date:

4/13/2022

CITY OF ST. AUGUSTINE, FLORIDA,

a municipal corporation

ATTEST:

By:

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

APPROVED AS TO FORM AND,
LEGAL SUFFICIENCY:

Isabelle Lopez, City Attorney

Attachments:

EXHIBIT A – Approval Letter
EXHIBIT B – Conceptual Renderings
EXHIBIT C – Statement of Availability

EXHIBITS

EXHIBIT A - APPROVAL LETTER

EXHIBIT B - CONCEPTUAL RENDERINGS

EXHIBIT C - STATEMENT OF AVAILABILITY



City of St. Augustine



St. Augustine, Florida
Nation's Oldest City

Public Works

1565 - 2015

450 years

Approval Date: July 9, 2019

Expiration Date: July 9, 2021

[Sent Via Email]

Chris Buttermore, P.E.
Matthews Design Group, Inc.
7 Waldo Street
St. Augustine, FL 32084

RE: PW2018-2003; Alpha Omega House at 2860 Collins Avenue;
City of St. Augustine Public Works; Approval Letter

Dear Mr. Buttermore:

The City of St. Augustine Public Works Department staff has completed final review of the plans for the subject project. Following a thorough review process, staff has established that the plans are acceptable and meet with the City's approval.

City Public Works approval is based strictly on the Construction Plans and other associated calculations, specifications and documents which have been reviewed by Public Works as part of this project.

With this Approval, the City expects that all land development and construction activities will be consistent with and in compliance to the following:

1. Issuance of a development permit by a municipality does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. All other applicable state and federal permits shall be obtained before commencement of the development.
2. By commencing construction, the developer is agreeing to abide by the requirements in this approval letter, and the approved plans, details, specifications and materials. Construction work must be performed in strict accordance with this approval. Any deviation must be proposed in advance and approved by the City prior to execution.
3. The project must be constructed to completion, following a diligent work schedule and approved construction phasing. If construction phasing is not clearly delineated on the approved plans, then the project must be constructed in totality without work stoppage. Proper sequencing of construction must be maintained so that facilities do not rely on future construction; phases or portions must function wholly independent of future construction. Construction shall follow plat boundaries or

other means of conveying ownership and maintenance responsibilities shown on the plans. Should phases or construction sequence change at any time, a permit modification will be required prior to continuing construction activities.

4. Plan approvals are valid for two years from the date of the Public Works Approval Letter. Upon the Expiration Date stated above, if construction has not commenced and is progressing in a logical, diligent manner; if work stoppage occurs; then the plan approval expires. Work stoppage means any unplanned (non-phased) time period when construction comes to a halt and/or public improvements such as roads and utilities have not been accepted by the City. Conversely, steady construction progress automatically extends the Public Works permit beyond the initial Expiration Date through completion of the project.
5. FDEP utility permit applications (three (3) copies) may be submitted following plan approval. Contact Public Works Permit Technician, (904) 209-4375 or PWpermits@citystaug.com for the City's FDEP forms.
6. Payment of utility connection fees is required prior to scheduling City Public Works Pre-Construction Meeting, and/or prior to obtaining Building permits. The Final Availability Statement will be written following plan approval and transmitted under separate cover. Contact (904) 209-4278 or UtilConnect@citystaug.com with any questions.
7. Payment of Construction Fees is required prior to scheduling the City Public Works Pre-Construction Meeting. The fee calculation will be stated in the email transmitting this approval letter.
8. Developer is responsible for all aspects of utility design and construction. City will inspect the utility construction and provide service **following** final acceptance of utility construction by City.
9. Construction work must follow all specifications and details in the City's Standards and Specifications Design Manual and Details, latest edition, and all pertinent sections of the City of St. Augustine Code of Ordinances:
http://www.citystaug.com/document_center/Publicworks/Development/UtilityConstruction/COSAUtilityManual.pdf
<http://library.municode.com/index.aspx?clientId=10951>
10. Pre-Construction Meeting with Public Works is required. See the City's "Construction and Dedication Requirements" for required submittals and procedures for Pre-Con Meeting, utility construction, acceptance and dedication:
http://www.citystaug.com/document_center/Publicworks/Development/UtilityConstruction/COSAUtilConstr&DedReqPrivateDev.pdf
11. A Performance Bond is required from the utility contractor, prior to scheduling the Pre-Construction Meeting. A Maintenance Bond will be required upon completion of construction. Refer to City bond requirements:
[http://www.citystaug.com/document_center/Publicworks/Development/UtilityConstruction/COSABondRequirements\(PprivateDeveloperProjects\).pdf](http://www.citystaug.com/document_center/Publicworks/Development/UtilityConstruction/COSABondRequirements(PprivateDeveloperProjects).pdf)
12. Submit backflow prevention device specifications for City approval along with materials and shop drawing submittals prior to Pre-Con Meeting. Assemblies must be tested immediately after

Chris Buttermore, P.E.

July 9, 2019

PW2018-2003; Alpha Omega House at 2860 Collins Avenue;

City of St. Augustine Public Works Review; Approval Letter

Page 3 of 3

installation by a certified backflow prevention assembly tester, with the test report submitted to the City. All correspondence should be addressed to Glabra Skipp, Environmental Compliance Analyst at (904) 825-1055 or gskipp@citystaug.com

13. Submit grease trap / in-ground grease interceptor plan details and device specifications for City approval along with materials and shop drawing submittals prior to Pre-Con Meeting. The device must be approved by a nationally or internationally recognized testing agency. Device must be inspected after installation by the City. All correspondence should be addressed to Glabra Skipp, Environmental Compliance Analyst at (904) 825-1055 or gskipp@citystaug.com
14. You are hereby notified that if additional permits are necessary from other government agencies, a copy of such approved permits will be required prior to scheduling the Pre-Construction Meeting with City Public Works.
15. Plan ahead for proposed locations of power transformers and/or any other type of power supply or telecommunications equipment. This equipment shall not interfere with City utility placement, operations and maintenance, and shall not be located within City rights-of way or City utility easements or tracts, unless approved otherwise in advance by the City and depicted on the approved plan set. Contact FP&L (Ms. Alyssa Fink, Alyssa.Fink@fpl.com) (904) 824-7689) to coordinate power supply for the project.

Please note that this approval letter is only for criteria required by the City of St. Augustine Public Works Department and is not for any additional criteria that may be required by other government agencies as relevant to this project.

Should you have any questions or require further information, please feel free to contact Jonathan Foster, P.E. at (904) 209-4273 or jfoster@citystaug.com. Contact Kim Oglesby, Public Works Permit Technician, (904) 209-4375 or PWpermits@citystaug.com regarding all Pre-Construction Meeting requirements and scheduling. We look forward to working with you on the successful completion of this project.

Sincerely,



Michael G. Cullum, P.E.

Director, Public Works

MC: kmo

XC: John P. Regan, P. E., City Manager
Timothy A. Burchfield, Assistant City Manager
Bobbie-Jo Manning, Development and Management Support Manager
Jonathan Foster, P.E., Project Development Engineer
Glabra Skipp, Environmental Compliance Analyst
Daniel Borrer, Development & Utility Coordinator
Kim Oglesby, Public Works Permit Technician
Lisa Franklin Director (via email)
Project File

Enclosure

[illegible][illegible]

30. FORD SLOPES AS SHOWN ARE THE MAXIMUM ALLOWABLE SLOPE. IF SITE CONDITIONS OR OTHER ISSUES, SUCH AS GROUNDWATER SEEPAGE CAUSE SLOPE FAILURE, IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO CORRECT THE SLOPES TO MEET THE INTENT OF THE DESIGN. CONTRACTOR IS TO NOTIFY ENGINEER IMMEDIATELY OF ANY ISSUES SO THAT ENGINEER MAY ASSIST WITH THE CORRECTIVE ACTION.

31. ALL STORM PIPE ON THIS PLAN SET, MUST MEET THE FOLLOWING STANDARDS: PP PIPE (12 INCHES TO 60 INCHES) FOR SIDE DRAIN, STORM DRAIN, AND OTHER SPECIFIED APPLICATIONS SHALL MEET THE REQUIREMENTS OF ASTM D3034.

GENERAL SIGNING & MARKING NOTES:

1. ALL STRIPPING SHALL CONFORM TO ST. JOHNS COUNTY AND/OR FOOT SPECIFICATIONS.
2. MATCH EXISTING PAVEMENT MARKINGS AT THE BEGINNING AND END OF PROJECT AND ALL SIDE STREET.
3. SIGNS SHALL BE PLACED IN ACCORDANCE WITH INDEXING 11800, 17302, AND 17348.
4. SIGN ASSEMBLY LOCATIONS SHOWN ON PLANS WHICH ARE IN CONFLICT WITH LIGHTING, UTILITIES, DRAINAGE CURBS CUTS, ETC. SHALL BE ADJUSTED AS DIRECTED BY ENGINEER.
5. EXISTING SIGNS TO BE REMOVED SHALL BE DELICTED AND STOCKPILED ON SITE IN THE MATERIALS STORAGE AREA AND RETURNED TO THE OWNER.
6. COST FOR SIGNING AND MARKING, IF ANY, SHALL BE INCLUDED IN THE COSTS FOR PAVEMENT.

GENERAL DEMOLITION NOTES:

1. SEE SHEET #7 FOR THE TALLY OF TREES TO BE REMOVED.
2. ALL UTILITIES SHALL BE REMOVED IN PLACE AND UNHARMED UNLESS SPECIFICALLY INDICATED OTHERWISE BY THE DEMOLITION PLAN (SHEET 15).
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY ABANDONING WELLS OR SEPTIC SYSTEMS FOUND DURING CONSTRUCTION. ABANDONMENT SHALL BE IN ACCORDANCE WITH ALL COUNTY, STATE REGULATIONS, PER REQUIREMENTS SET FORTH IN THE P.A.C.

1. REFER TO WATER & SEWER NOTES ON GENERAL SITE NOTES SHEET - COSA GENERAL NOTES, SHEET 3.

1. NO CONSTRUCTION ACTIVITY INVOLVING EXCAVATION, DENUDING OR DEMOLITION OF ANY SITE SURFACE OR STOCKPILING OF ANY EARTHEN OR AUSTIBLE MATERIALS SHALL BEGIN WITHOUT AN APPROVED PLAN AND/OR WRITTEN CONSENT BY THE EPC, WHICH IS OBTAINED THROUGH THE EPC.

1. THE CONTRACTOR SHALL ESTABLISH ALL EROSION CONTROL MEASURES PRIOR TO EXCAVATION, DITCHING, GRADING, OR ANY OTHER ACTIVITY THAT MAY CAUSE EROSION OR EXPOSURE OF EARTHWORK.
2. THE CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL MEASURES THROUGHOUT THE DEVELOPMENT PROJECT AND SHALL NOT REMOVE ANY EROSION CONTROL MEASURE UNTIL ALL CONTRIBUTING SITE SURF AND VEGETATION HAVE BEEN ESTABLISHED AND STABILIZED.
3. THE CONTRACTOR SHALL PERFORM DAILY CLEAN UP OF ALL SEDIMENT AND MATERIALS WHICH LEAVES THE PROJECT AREA CLEAN.
4. THE CONTRACTOR IS RESPONSIBLE FOR CLEANING ALL COUNTRY STORM DRAIN SYSTEMS WHICH RECEIVE SEDIMENT OR DEBRIS AS A RESULT OF CONSTRUCTION, STOCKPILE OR DISPOSAL ACTIVITIES. CLEANING SHALL OCCUR IMMEDIATELY AFTER THE DEBRIS OR SEDIMENT IS OBSERVED. THE SYSTEM OR TO A POINT WITHIN THE SYSTEM WHERE SEDIMENT OR DEBRIS IS LONGEST PERSISTENT.
5. RAIN DRAINS CALLED BY THE CONTRACTOR, DO NOT EXCLUDE THE CONTRACTOR OF DAILY INSPECTION AND MAINTENANCE OF ALL SITE EROSION CONTROL MEASURES AND CLEANUP.
6. ALL SEDIMENT COLLECTION SYSTEMS MUST BE MAINTAINED UPON WHEN IN FULL, MAINTENANCE MUST BE PERFORMED IMMEDIATELY AFTER THE COLLECTION SYSTEM IS FULL.

GENERAL LANDSCAPE NOTES:
1. LOCATE ALL UTILITIES AND SITE LIGHTING CONDUITS BEFORE LANDSCAPE CONSTRUCTION BEGINS.

NOTIFY LANDSCAPE ARCHITECT OR DESIGNATED REPRESENTATIVE OF ANY LAYOUT DISCREPANCIES FROM ANY PLANTING.

FERTILIZE ALL PLANTS AT THE TIME OF PLANTING WITH THE RELEASE FERTILIZER.

PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR GRADE 01 OR BETTER AS GIVEN IN THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR NURSERY PLANTS, PARTS AND 16, FLORIDA DEPARTMENT OF AGRICULTURE, CONSUMER SERVICES OR TO THE STANDARDS AS GIVEN IN THE LATEST "AMERICAN STANDARD FOR NURSERY PLANTS" AS APPLICABLE.

REMOVES ALL DEAD WOOD AND PRUNE TREES ACCORDING TO THE PRUNING GUIDELINES BY THE INTERNATIONAL SOCIETY OF ARBORICULTURE. 1985 THEORY OF ARBORICULTURE BELIEVES A LIMB SHOULD NOT BE REMOVED AT THE POINT OF ANGLE JOINT, THE "BARK BEVEL" METHOD. REMOVE BRANCHES AND LIMBS AT 90 DEGREE ANGLE TO APPROXIMATE OFF-LINE LOCATION. FOLLOW THE "AMERICAN NATIONAL STANDARD FOR TREE OPERATION" AND TO APPROXIMATE 2131.3 GUIDELINES.

TREES SHALL HAVE A MINIMUM HEIGHTS OF 8' TO 10' TO TEN FEET AND 20 TO TWENTY INCHES OF CALIPER.

1. ALL EXISTING UTILITIES ARE TO BE ADJUSTED TO FINAL GRADE.
2. CONTRACTOR SHALL REMOVE ANY CONFLICTING STRIPING.

1. SUBMITTAL OF AS-BUILT SITE SURVEY, INCLUDING BENCHMARKS, IS REQUIRED IN COMPLIANCE WITH SECTION 8 04 00 OF THE LATEST ST. JOHNS COUNTY LAND DEVELOPMENT CODE AND SECTION 15 (AS-BUILTS) OF THE

[illegible]

GENERAL FIRE PROTECTION NOTES:

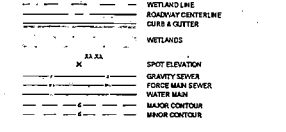
1. THIS SHALL ALSO APPLY TO CONVENTED SERVICE MAINS USED TO CARRY WATER FOR FIRE SERVICE AND OTHER USERS IN JOINTING.
2. THIS SHALL ALSO APPLY TO CONVENTED SERVICE MAINS USED TO CARRY WATER FOR FIRE SERVICE AND OTHER USERS IN JOINTING.
3. STANDARDS TO BE REFERENCED ARE TO BE THE MOST CURRENT AS ADOPTED BY THE FLORIDA FIRE PREVENTION CODE:
 - NFPA 10, INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES
 - NFPA 20, STANDARD FOR INSTALLATION OF STATIONARY PUMPS FOR FIRE PROTECTION
 - NFPA 22, STANDARD FOR WATER TANKS FOR PRIVATE FIRE PROTECTION
 - NFPA 40, STANDARD ON DELUGE COOLING SPRINKLER SYSTEMS
 - NFPA 101, STANDARD FOR FIRE HAZARD CONNECTIONS
4. ITEMS ON THE CONSTRUCTION PLANS SHALL INCLUDE BUT NOT LIMITED TO SCALE DRAWINGS AND DETAILS AND INCLUDE THE FOLLOWING ITEMS WHEN THEY ARE APPLICABLE TO THE SYSTEM BEING INSTALLED:

[illegible]

6. THE CONTRACTORS INSTALLING THE UNDERGROUND PIPING SHALL IN ACCORDANCE WITH THE ABOVE REFERENCED STANDARDS FOR A FIRE PROTECTION SYSTEM USE WATERMASS AS THE EXTINGUISHING AGENT. EMBEDDING AT THE POINT OF ENTRY OF THE PIPING INTO THE BUILDING SHALL BE AT LEAST 18 INCHES DEEP. THE POINT ABOVE THE FLOOR SHALL BE REQUIRED TO HAVE A CLASS 1, 2 OR 3 FIRE PROTECTION CONTRACTORS LICENSE. CONTRACTORS SHALL BE REQUIRED TO OBTAIN A PERMIT FROM THE CITY OF LOS ANGELES. CONTRACTORS SHALL BE RESPONSIBLE FOR VERIFYING THAT THEIR SUBCONTRACTORS OBTAIN THE REQUIRED LICENSE. CONTRACTORS SHALL BE RESPONSIBLE FOR OBTAINING THE NECESSARY PERMITS FROM THE CITY OF LOS ANGELES AND PROFESSIONAL REGULATION AND/OR THE STATE FIRE MARSHALS' REGULATORY LICENSING SECTION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A PERMIT FROM THE STATE FIRE MARSHALS OFFICE FROM THE STATE SITE OF CONSTRUCTION IN ACCORDANCE WITH THE ABOVE REFERENCED STANDARDS.
8. NORMAL WORKING PRESSURE OF THE UNDERGROUND PIPING SHALL BE 150 PSI. MFA IN REQUIRES SPECIFIC PIPES TO MEET TABLE C-GROWTH MANUFACTURING LISTING FOR FIRE PROTECTION.
9. ALL FIRE LINES MUST BE INSPECTED BY THE STATE FIRE MARSHALS OFFICE TO BACKLOG. THE CODE REQUIRES JOINTS EXPOSED FOR INSPECTION WITHIN 14 HOURS AFTER JOINTS. ALL PIPING AND ATTACHED APPURTENANCES SHALL BE INSPECTED WITHIN 14 HOURS AFTER JOINTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE TESTING OF THE SYSTEM WORKING PRESSURE. WHATEVER IS GREATER, AND SHALL MAINTAIN THAT PRESSURE WITHOUT

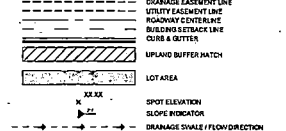
EXISTING LEGEND

--- PROPERTY / RIGHT OF WAY LINE



PROPOSED LEGEND

-----	PROPERTY / RIGHT OF WAY LINE
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[illegible]

CLB	NO.	DATE	DESCRIPTION	REVISIONS
C/DTS	1	01/17/19	REVISED PER S.C. COSA AND WWD COMMENTS	
CLB	2	03/26/19	REVISED PER S.C. COSA AND WWD COMMENTS	
	3	04/17/19	REVISED PER S.C. COSA AND WWD COMMENTS	
11/19/19	4	06/19/19	REVISED PER COSA COMMENTS	
7/15/20				

AUSTIN AND BOGNER
 CHRIS L. WUTHERHOE, P.E.
 CWP/3535 D. 02/28/11

DESIGN GROUP, INC.
P.O. BOX 3126, 7 WALDO STREET
T. T. AUGUSTINE, FLORIDA 32084
PHONE: 904.826.1334
FAX: 904.826.4547
INFO@MATTHEWSDESIGN.NET



GENERAL NOTES
ALPHA-OMEGA HOUSE
ST. JOHNS COUNTY
PREPARED FOR
ALPHA-OMEGA MIRACLE HOME, INC.

DRILLING PROCEDURES

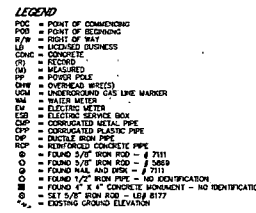
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ACQUITTALS—James Earl Ray, a married father of two, was acquitted of the murder of Dr. Martin Luther King Jr. in a federal court in Memphis, Tenn., after a 10-day trial. The jury found Ray not guilty of the first-degree murder of King, who was shot on April 4, 1968, in Memphis. The jury also acquitted Ray of the charge of carrying a dangerous weapon. Ray, 34, was charged with the murder of King, who was shot on the balcony of the Lorraine Motel in Memphis. The jury heard testimony from Ray's wife, Jane, and his mother, Maureen. Ray's defense attorney, Fred O'Neal, said that Ray was innocent and that the prosecution had failed to prove its case. The prosecution, led by U.S. Attorney General Ramsey Clark, argued that Ray was the only person who could have committed the murder. The trial was held in a courtroom that was packed with people. The jury deliberated for about 10 hours before reaching its verdict. Ray was released from custody after the trial. He is now living in London, where he has been living since 1967. He has been living under a pseudonym and has not been seen by the public since the trial. The case has been the subject of much speculation and controversy. Many people believe that Ray was innocent and that he was framed. Others believe that he was guilty and that he was just trying to avoid the death penalty. The case has also been the subject of many books and movies. The most famous of these is the 1976 movie "Papillon," which was based on Ray's autobiography, "Solitary Man."

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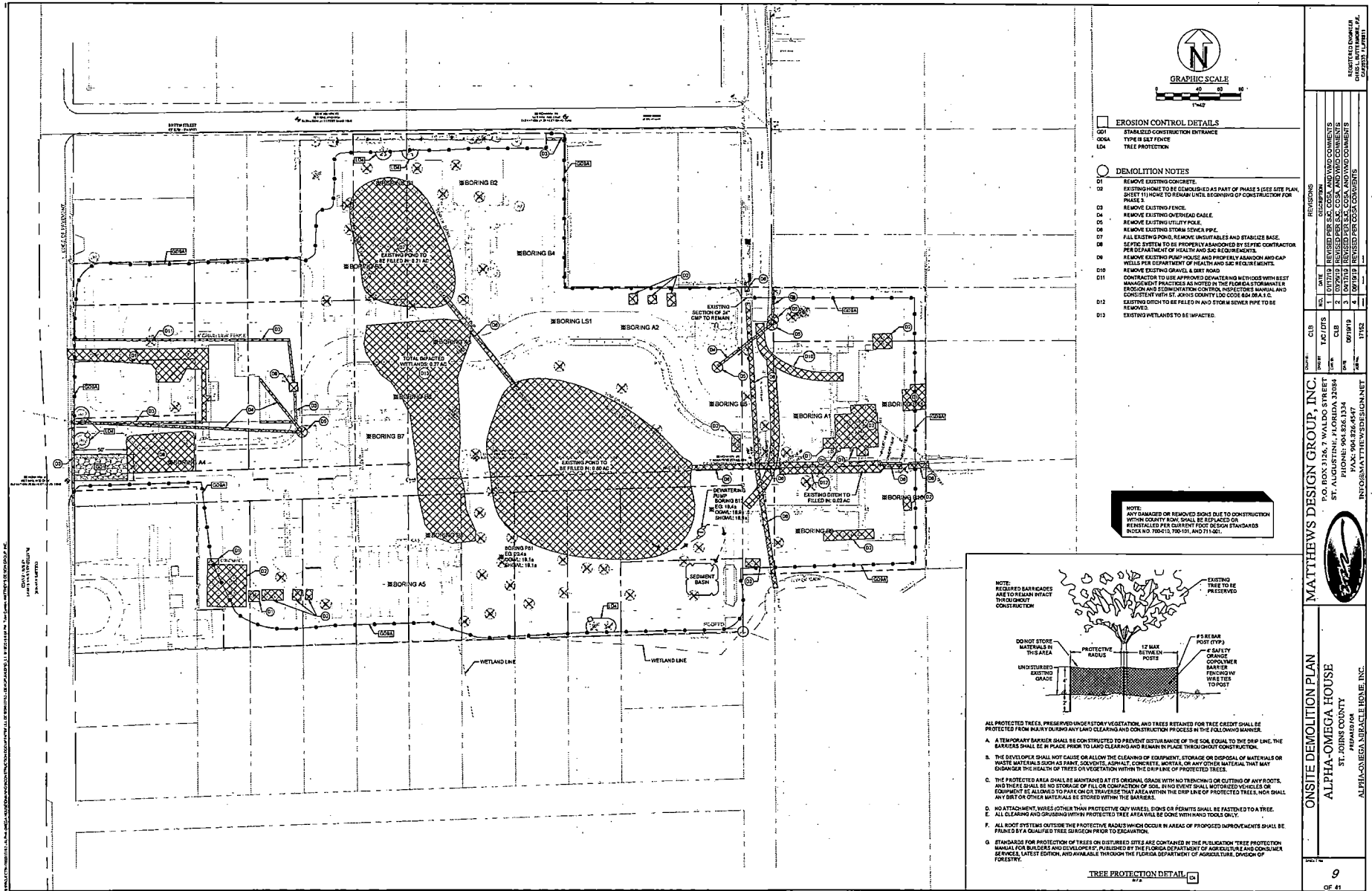
	CITY OF ST. AUGUSTINE HORIZONTAL DIRECTIONAL DRILLING (HDD) CONSTRUCTION REQUIREMENTS	REVISION DATE:	FEB 2017
	SENT TO SOURCE	N-3	

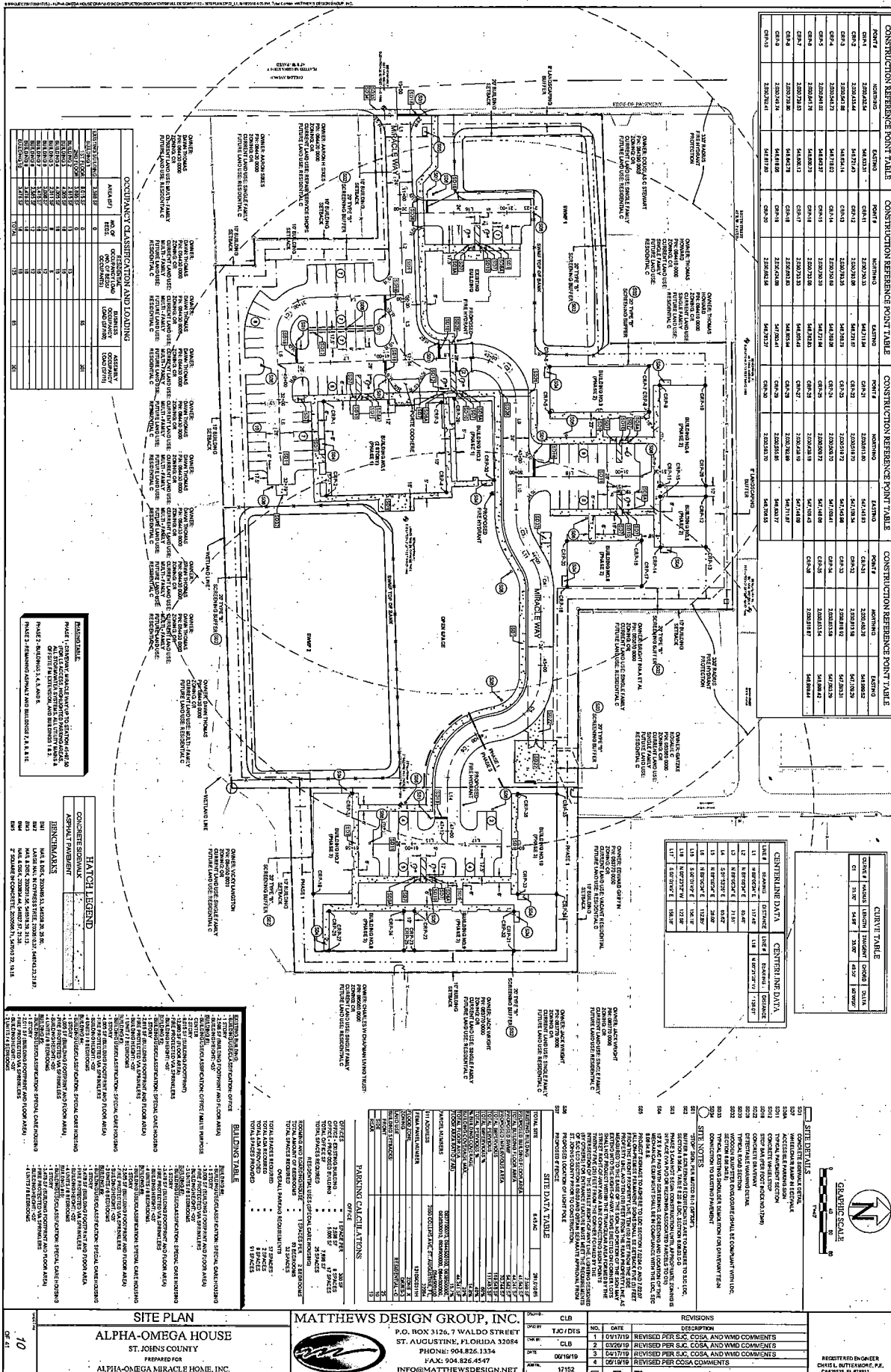
Pa



EITHER MYSELF OR UNDER MY DIRECT SUPERVISION AND THAT ALL OF THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THIS SURVEY CONFORMS TO SECTIONS 5A-17.051, 5A-17.052 OF THE FLORIDA ADMINISTRATIVE CODE.

11





CONSTRUCTION REFERENCE POINT TABLE			
POINT #	DESCRIPTION	POINT #	DESCRIPTION
CH-1	2500.00' E	CH-11	2500.00' E
CH-2	2500.00' E	CH-12	2500.00' E
CH-3	2500.00' E	CH-13	2500.00' E
CH-4	2500.00' E	CH-14	2500.00' E
CH-5	2500.00' E	CH-15	2500.00' E
CH-6	2500.00' E	CH-16	2500.00' E
CH-7	2500.00' E	CH-17	2500.00' E
CH-8	2500.00' E	CH-18	2500.00' E
CH-9	2500.00' E	CH-19	2500.00' E
CH-10	2500.00' E	CH-20	2500.00' E

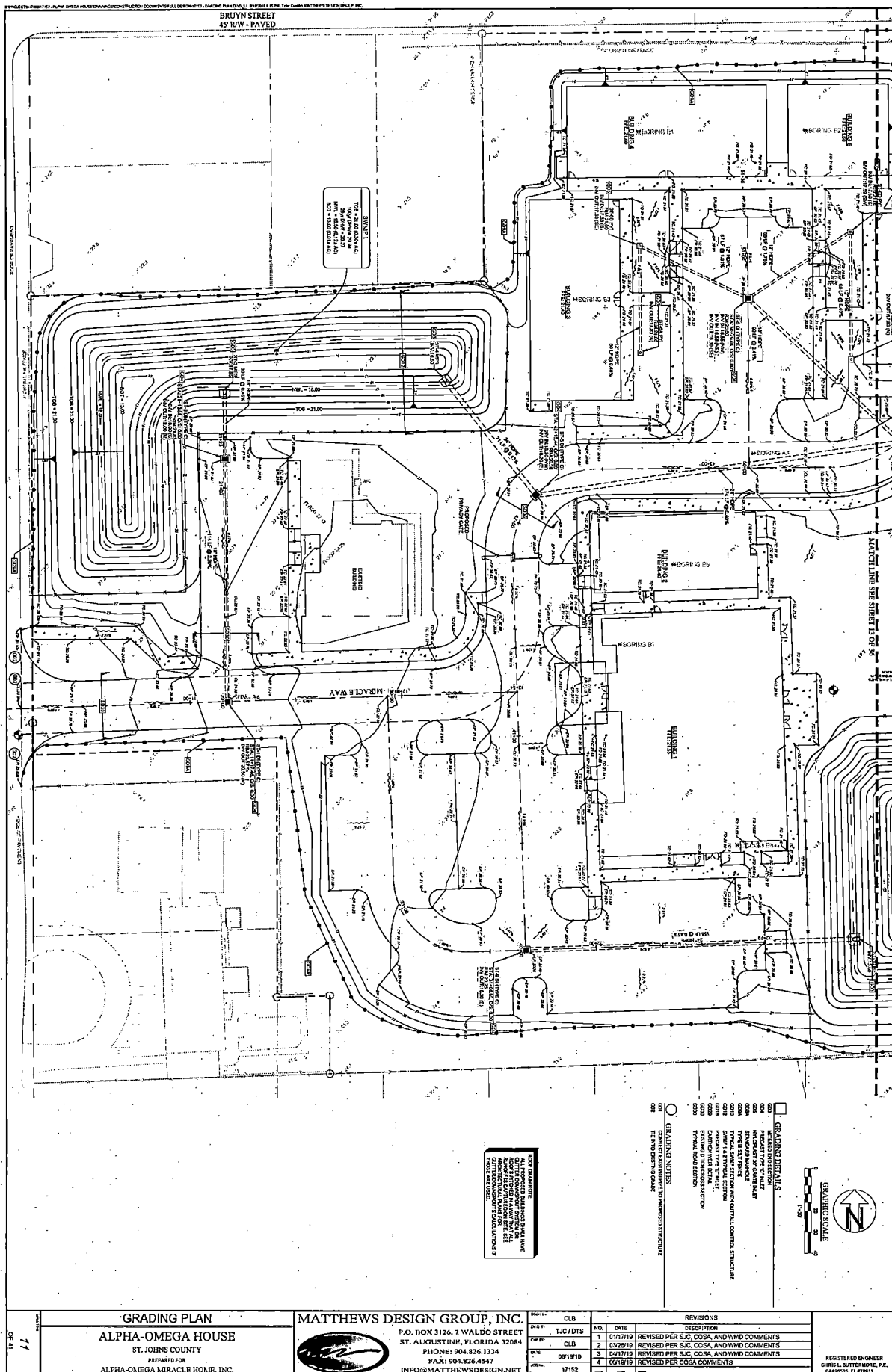
CURVE TABLE			
CHORD #	CHORD LENGTH	CHORD BEARING	CHORD BEARING
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2	11.14	111.46	111.46
3	11.14	111.46	111.46
4	11.14	111.46	111.46
5	11.14	111.46	111.46
6	11.14	111.46	111.46
7	11.14	111.46	111.46
8	11.14	111.46	111.46
9	11.14	111.46	111.46
10	11.14	111.46	111.46

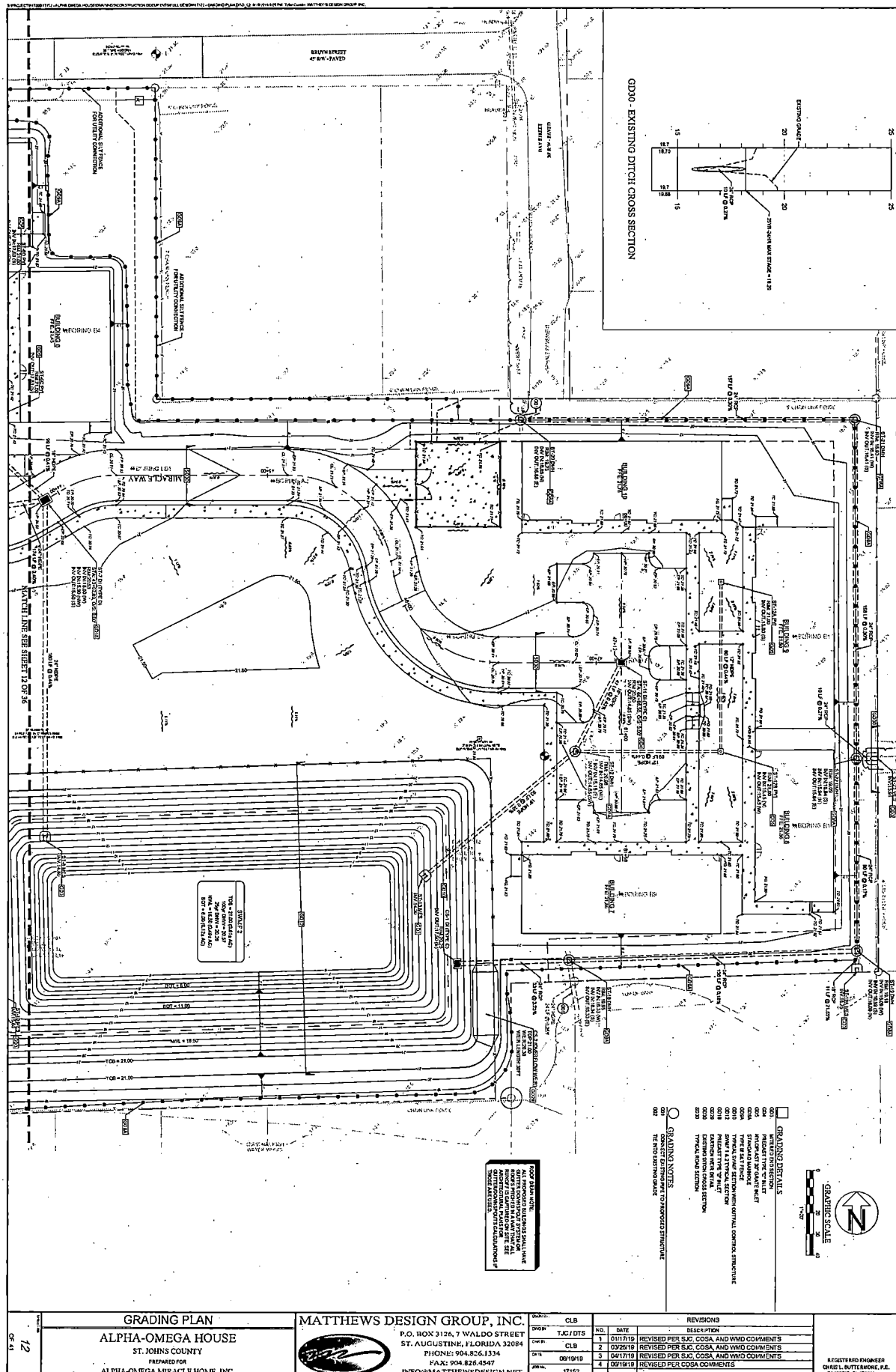
CONSTRUCTION REFERENCE POINT TABLE			
POINT #	DESCRIPTION	POINT #	DESCRIPTION
CH-21	2500.00' E	CH-31	2500.00' E
CH-22	2500.00' E	CH-32	2500.00' E
CH-23	2500.00' E	CH-33	2500.00' E
CH-24	2500.00' E	CH-34	2500.00' E
CH-25	2500.00' E	CH-35	2500.00' E
CH-26	2500.00' E	CH-36	2500.00' E
CH-27	2500.00' E	CH-37	2500.00' E
CH-28	2500.00' E	CH-38	2500.00' E
CH-29	2500.00' E	CH-39	2500.00' E
CH-30	2500.00' E	CH-40	2500.00' E

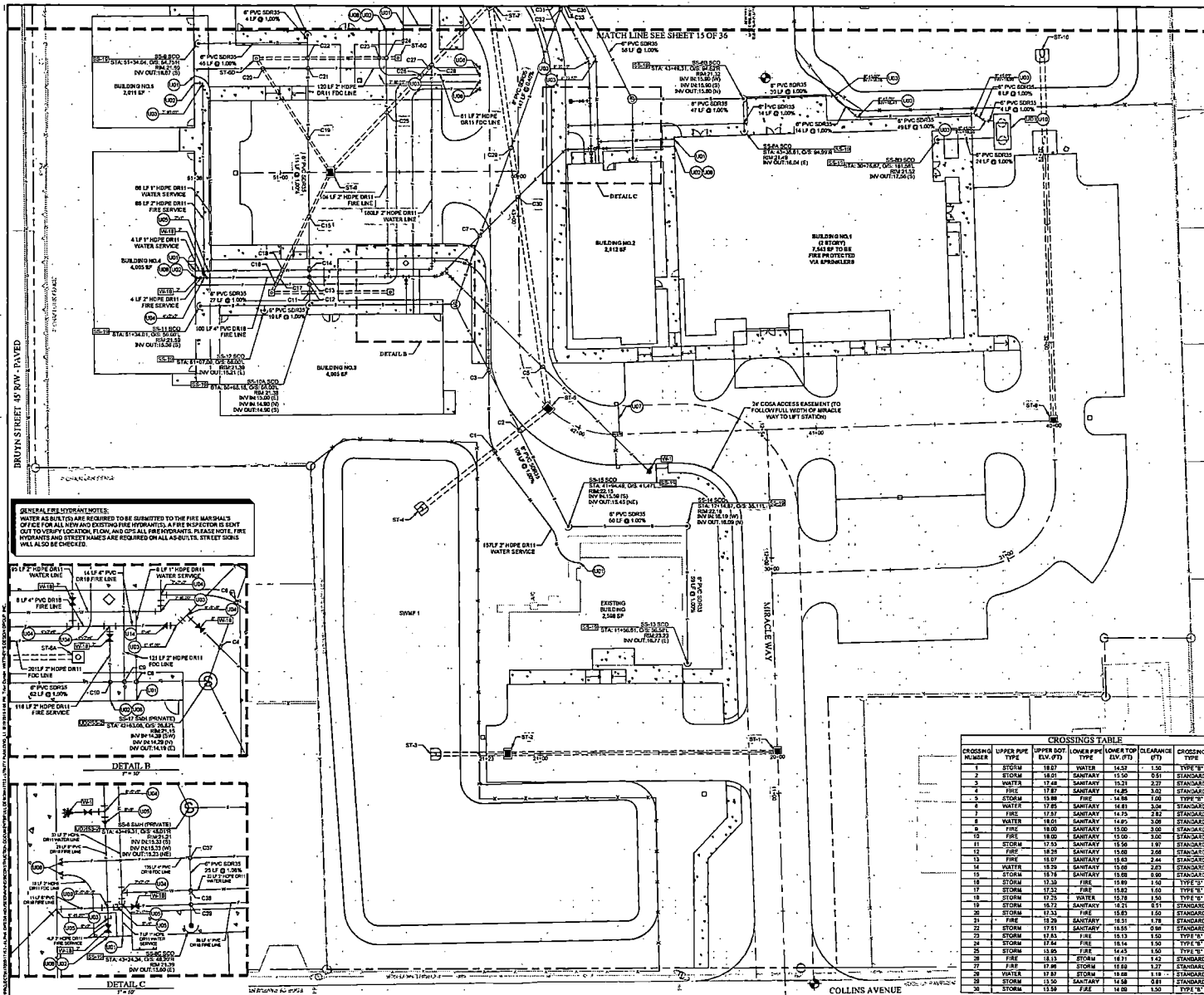
OCCUPANT CLASSIFICATION AND LOADING			
AREA (SF)	NO. OF OCCUPANTS	LOAD (PSF)	TOTAL LOAD (KIP)
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
24	24	24	24
25	25	25	25
26	26	26	26
27	27	27	27
28	28	28	28
29	29	29	29
30	30	30	30
31	31	31	31
32	32	32	32
33	33	33	33
34	34	34	34
35	35	35	35
36	36	36	36
37	37	37	37
38	38	38	38
39	39	39	39
40	40	40	40
41	41	41	41
42	42	42	42
43	43	43	43
44	44	44	44
45	45	45	45
46	46	46	46
47	47	47	47
48	48	48	48
49	49	49	49
50	50	50	50
51	51	51	51
52	52	52	52
53	53	53	53
54	54	54	54
55	55	55	55
56	56	56	56
57	57	57	57
58	58	58	58
59	59	59	59
60	60	60	60
61	61	61	61
62	62	62	62
63	63	63	63
64	64	64	64
65	65	65	65
66	66	66	66
67	67	67	67
68	68	68	68
69	69	69	69
70	70	70	70
71	71	71	71
72	72	72	72
73	73	73	73
74	74	74	74
75	75	75	75
76	76	76	76
77	77	77	77
78	78	78	78
79	79	79	79
80	80	80	80
81	81	81	81
82	82	82	82
83	83	83	83
84	84	84	84
85	85	85	85
86	86	86	86
87	87	87	87
88	88	88	88
89	89	89	89
90	90	90	90
91	91	91	91
92	92	92	92
93	93	93	93
94	94	94	94
95	95	95	95
96	96	96	96
97	97	97	97
98	98	98	98
99	99	99	99
100	100	100	100

CONCRETE SCHEDULE			
ITEM	DESCRIPTION	QUANTITY	UNIT
1	CONCRETE	1	CU YD
2	REINFORCEMENT	1	LB
3	FORMWORK	1	SQ YD
4	PAINT	1	GA
5	SEALANT	1	LB
6	GLASS	1	SQ FT
7	DOOR	1	EA
8	WINDOW	1	EA
9	ROOFING	1	SQ YD
10	LANDSCAPING	1	SQ YD
11	IRRIGATION	1	FT
12	LIGHTING	1	EA
13	HEATING	1	BTU
14	Cooling	1	BTU
15	Plumbing	1	FT
16	Electrical	1	EA
17	Telecom	1	EA
18	Security	1	EA
19	Fire Alarm	1	EA
20	Gas	1	EA
21	Water	1	EA
22	Sanitary	1	EA
23	Storm	1	EA
24	Drainage	1	EA
25	Foundation	1	EA
26	Structure	1	EA
27	Exterior	1	EA
28	Interior	1	EA
29	Furniture	1	EA
30	Fixtures	1	EA
31	Equipment	1	EA
32	Appliances	1	EA
33	Systems	1	EA
34	Controls	1	EA
35	Accessories	1	EA
36	Finishes	1	EA
37	Trim	1	EA
38	Molding	1	EA
39	Coverings	1	EA
40	Partitions	1	EA
41	Stairs	1	EA
42	Elevators	1	EA
43	Escalators	1	EA
44	Transfer	1	EA
45	Structural	1	EA
46	Non-Structural	1	EA
47	Foundation	1	EA
48	Superstructure	1	EA
49	Roofing	1	EA
50	Exterior	1	EA
51	Interior	1	EA
52	Furniture	1	EA
53	Fixtures	1	EA
54	Equipment	1	EA
55	Appliances	1	EA
56	Systems	1	EA
57	Controls	1	EA
58	Accessories	1	EA
59	Finishes	1	EA
60	Trim	1	EA
61	Molding	1	EA
62	Coverings	1	EA
63	Partitions	1	EA
64	Stairs	1	EA
65	Elevators	1	EA
66	Escalators	1	EA
67	Transfer	1	EA
68	Structural	1	EA
69	Non-Structural	1	EA
70	Foundation	1	EA
71	Superstructure	1	EA
72	Roofing	1	EA
73	Exterior	1	EA
74	Interior	1	EA
75	Furniture	1	EA
76	Fixtures	1	EA
77	Equipment	1	EA
78	Appliances	1	EA
79	Systems	1	EA
80	Controls	1	EA
81	Accessories	1	EA
82	Finishes	1	EA
83	Trim	1	EA
84	Molding	1	EA
85	Coverings	1	EA
86	Partitions	1	EA
87	Stairs	1	EA
88	Elevators	1	EA
89	Escalators	1	EA
90	Transfer	1	EA
91	Structural	1	EA
92	Non-Structural	1	EA
93	Foundation	1	EA
94	Superstructure	1	EA
95	Roofing	1	EA
96	Exterior	1	EA
97	Interior	1	EA
98	Furniture	1	EA
99	Fixtures	1	EA
100	Equipment	1	EA

HATCH LEGEND			
SYMBOL	DESCRIPTION	SYMBOL	DESCRIPTION
1	CONCRETE	11	GLASS
2	REINFORCEMENT	12	DOOR
3	FORMWORK	13	WINDOW
4	PAINT	14	ROOFING
5	SEALANT	15	LANDSCAPING
6	GLASS	16	IRRIGATION
7	DOOR	17	LIGHTING
8	WINDOW	18	HEATING
9	ROOFING	19	Cooling
10	LANDSCAPING	20	Plumbing
11	IRRIGATION	21	Electrical
12	LIGHTING	22	Telecom
13	HEATING	23	Security
14	Cooling	24	Fire Alarm
15	Plumbing	25	Gas
16	Electrical	26	Water
17	Telecom	27	Sanitary
18	Security	28	Storm
19	Fire Alarm	29	Drainage
20	Gas	30	Foundation
21	Water	31	Structure
22	Sanitary	32	Exterior
23	Storm	33	Interior
24	Drainage	34	Furniture
25	Foundation	35	Fixtures
26	Structure	36	Equipment
27	Exterior	37	Appliances
28	Interior	38	Systems
29	Furniture	39	Controls
30	Fixtures	40	Accessories
31	Equipment	41	Finishes
32	Appliances	42	Trim
33	Systems	43	Molding
34	Controls	44	Coverings
35	Accessories	45	Partitions
36	Finishes	46	Stairs
37	Trim	47	Elevators
38	Molding	48	Escalators
39	Coverings	49	Transfer
40	Partitions	50	Structural
41	Stairs	51	Non-Structural
42	Elevators	52	Foundation
43	Escalators	53	Superstructure
44	Transfer	54	Roofing
45	Structural	55	Exterior
46	Non-Structural	56	Interior
47	Foundation	57	Furniture
48	Superstructure	58	Fixtures
49	Roofing	59	Equipment
50	Exterior	60	Appliances
51	Interior	61	Systems
52	Furniture	62	Controls
53	Fixtures	63	Accessories
54	Equipment	64	Finishes
55	Appliances	65	Trim
56	Systems	66	Molding
57	Controls	67	Coverings
58	Accessories	68	Partitions
59	Finishes	69	Stairs
60	Trim	70	Elevators
61	Molding	71	Escalators
62	Coverings	72	Transfer
63	Partitions	73	Structural
64	Stairs	74	Non-Structural
65	Elevators	75	Foundation
66	Escalators	76	Superstructure
67	Transfer	77	Roofing
68	Structural	78	Exterior
69	Non-Structural	79	Interior
70	Foundation	80	Furniture
71	Superstructure	81	Fixtures
72	Roofing	82	Equipment
73	Exterior	83	Appliances
74	Interior	84	Systems
75	Furniture	85	Controls
76	Fixtures	86	Accessories
77	Equipment	87	Finishes
78	Appliances	88	Trim
79	Systems	89	Molding
80	Controls	90	Coverings
81	Accessories	91	Partitions
82	Finishes	92	Stairs
83	Trim	93	Elevators
84	Molding	94	Escalators
85	Coverings	95	Transfer
86	Partitions	96	Structural
87	Stairs	97	Non-Structural
88	Elevators	98	Foundation
89	Escalators	99	Superstructure
90	Transfer	100	Roofing







- UTILITY DETAILS**
- U01 ORANGE STREET FIRE
 - U02 MANHOLE FRAME AND COVER (2\"/>
 - U03 DUPLEX LIFT STATION WITH FIBERGLASS TANK
 - U04 ST. JOHNS COUNTY - OPEN ROAD DISCONNECTED FAL
 - U05 SANITARY SEWER TYPE "A" MANHOLE
 - U06 GRAVITY SEWER SERVICE CONNECTION
 - U07 AIR RELEASE VALVE DETAIL FOR USE ON FORCE MAINS
 - U08 PRIVATE FIRE HYDRANT INSTALLATION (TO BE PAINTED RED WITH WHITE CAPS)
 - U09 2" TAP AND WATER METER SETUP WITH BACKFLOW PREVENTER
 - U10 3" WATER METER SETUP WITH BACKFLOW PREVENTER CONNECTION
 - U11 VALVE BOX AND COVER IMPROVED LOCATIONS NEW CONSTRUCTION
 - U12 FIRE SERVICE SOURCE CHOICE DETECTOR ASSEMBLY V-1/1
 - U13 CITY OWNED LIFT STATION WITH EMERGENCY BYPASS PUMP
- UTILITY NOTES**
- U01 PROPOSED WATER SERVICE CONNECTION TO BUILDING
 - U02 PROPOSED FIRE SERVICE CONNECTION TO BUILDING
 - U03 A-100 - SEE CALLOUT FOR SIZE AND ANGLE
 - U04 A-100 - SEE CALLOUT FOR SIZE
 - U05 PROPOSED READER
 - U06 FIRESTANDING FIRE DEPARTMENT CONNECTION
 - U07 FOR DATED COMMITTEE, A KEY SWITCH IS REQUIRED. IF A PADLOCK IS USED, A SPECIAL LOCK KEY MUST BE OBTAINED FROM THE FIRE MARSHAL'S OFFICE (DURING) TO OBTAIN A WORK FORM FOR ACCESS TO BUILD. A REVISION MUST BE SUBMITTED TO THE CITY OF ST. JOHNS MARSHAL'S OFFICE TO OBTAIN A FALS SAFE FORM.
 - U08 FIRE SERVICE SOURCE CHOICE DETECTOR ASSEMBLY V-1/1
 - U09 A-100 - SEE CALLOUT FOR SIZE
 - U10 CONTRACTOR TO INSTALL 2.00 GALLON GREASE INTERCEPTOR AS SHOWN. IF A MODIFICATION TO SIZE IS REQUIRED, A REVISION DETAIL SHALL BE SUBMITTED TO THE CITY OF ST. JOHNS FOR REVIEW AND APPROVAL.
 - U11 4" PNEUMATIC VALVE
 - U12 PROPOSED 2" WATER SOURCE FOR IRRIGATION
 - U13 CONTRACTOR TO INSTALL 2.00 GALLON GREASE INTERCEPTOR AS SHOWN. IF A MODIFICATION TO SIZE IS REQUIRED, A REVISION DETAIL SHALL BE SUBMITTED TO THE CITY OF ST. JOHNS FOR REVIEW AND APPROVAL.

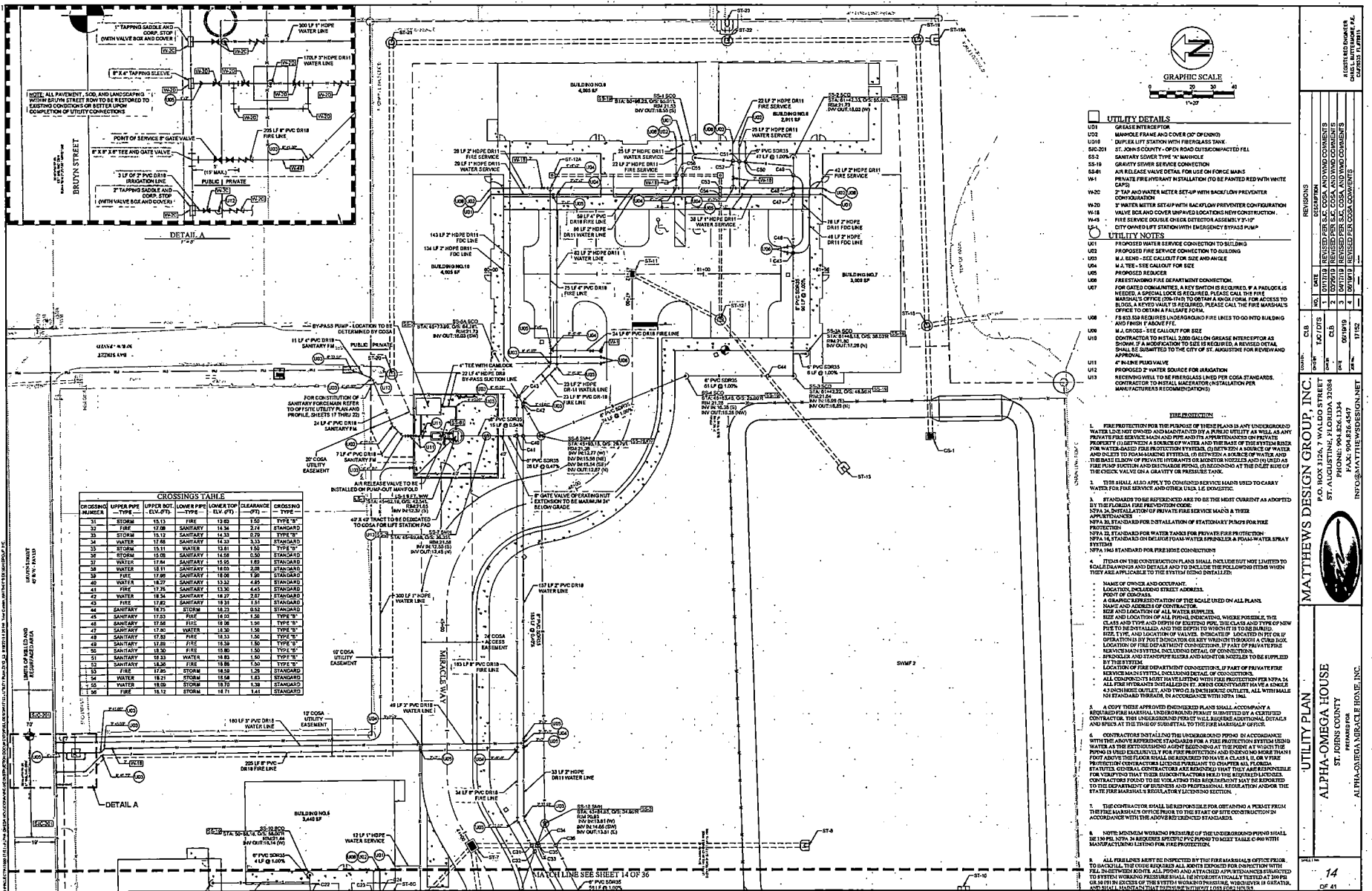
- GENERAL FIRE HYDRANT NOTES:**
- WATER AS SUPPLIED TO THE FIRE MARSHAL'S OFFICE FOR ALL NEW AND EXISTING HYDRANTS. A FIRE INSPECTION IS SENT OUT TO VERIFY LOCATION, FLAM, AND SPECIAL FIRE HYDRANTS. PLEASE NOTE, FIRE HYDRANTS AND STREET NAMES ARE REQUIRED ON ALL ADJUTS. STREET SIGNS WILL ALSO BE CHECKED.
- GENERAL FIRE HYDRANT NOTES:**
- WATER AS SUPPLIED TO THE FIRE MARSHAL'S OFFICE FOR ALL NEW AND EXISTING HYDRANTS. A FIRE INSPECTION IS SENT OUT TO VERIFY LOCATION, FLAM, AND SPECIAL FIRE HYDRANTS. PLEASE NOTE, FIRE HYDRANTS AND STREET NAMES ARE REQUIRED ON ALL ADJUTS. STREET SIGNS WILL ALSO BE CHECKED.

- CROSSING TABLE**
- | CROSSING NUMBER | UPPER PIPE TYPE | UPPER PIPE SIZE (IN.) | UPPER PIPE DEPTH (FT) | LOWER PIPE TYPE | LOWER PIPE SIZE (IN.) | LOWER PIPE DEPTH (FT) | CLEARANCE (FT) | CROSSING TYPE |
|-----------------|-----------------|-----------------------|-----------------------|-----------------|-----------------------|-----------------------|----------------|---------------|
| 1 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 2 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 3 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 4 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 5 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 6 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 7 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 8 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 9 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 10 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 11 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 12 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 13 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 14 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 15 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 16 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 17 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 18 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 19 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 20 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 21 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 22 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 23 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 24 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 25 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 26 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 27 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 28 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 29 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |
| 30 | WATER | 12.00 | 15.00 | WATER | 12.00 | 15.00 | 1.00 | STANDARD |

- NOTES**
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A PERMIT FROM THE ST. JOHNS COUNTY ENGINEERING DEPARTMENT FOR THE CONSTRUCTION OF THE FIRE HYDRANT SYSTEM.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A PERMIT FROM THE ST. JOHNS COUNTY ENGINEERING DEPARTMENT FOR THE CONSTRUCTION OF THE FIRE HYDRANT SYSTEM.
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 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING A PERMIT FROM THE ST. JOHNS COUNTY ENGINEERING DEPARTMENT FOR THE CONSTRUCTION OF THE FIRE HYDRANT SYSTEM.

MATTHEWS DESIGN GROUP, INC.
 1000 S. 10th Street, Suite 100
 St. Augustine, Florida 32084
 Phone: 904.826.1314
 Fax: 904.826.4547
 Email: info@matthewsdesign.net

UTILITY PLAN
ALPHA-OMEGA HOUSE
 ST. JOHNS COUNTY
 PROJECT NO. 13
 DATE: 11/22



GRAPHIC SCALE

UTILITY DETAILS

- U01 GRAVE INTRUSION FOR MANHOLE FRAME AND COVER (DO OPENING)
- U02 DUPLEX LIFT STATION WITH FIBERGLASS TANK
- U03 ST. JOHN COUNTY - OPEN ROAD OUTSTATIONED FEL
- U04 SANITARY SEWER TYPE "B" MANHOLE
- U05 GRAVITY SEWER SERVICE CONNECTION
- U06 AIR RELEASE VALVE DETAIL FOR USE ON FORCE MAINS
- U07 PRIVATE FIRE HYDRANT INSTALLATION (TO BE PAINTED RED WITH WHITE CAPS)
- U08 2" TAP AND WATER METER SET-UP WITH BACKFLOW PREVENTER
- U09 3" WATER METER SET-UP WITH BACKFLOW PREVENTER
- U10 VALVE BOX AND COVER UNPAVED LOCATIONS NEW CONSTRUCTION
- U11 FIRE SERVICE ON FIRE CHIEF DETECTOR ASSEMBLY 7" PIPE
- U12 CITY OWNED LIFT STATION WITH EMERGENCY BYPASS PUMP

UTILITY NOTES

- U01 PROPOSED WATER SERVICE CONNECTION TO BUILDING
- U02 PROPOSED FIRE SERVICE CONNECTION TO BUILDING
- U03 W.A. TEE - SEE CALLOUT FOR SIZE AND ANGLE
- U04 W.A. TEE - SEE CALLOUT FOR SIZE
- U05 PROPOSED REBAR
- U06 FIRESTANDOFF FIRE DEPARTMENT CONNECTION
- U07 FOR GATED COMPARTMENTS, A KEY SWITCH IS REQUIRED. IF A PADLOCK IS USED, A SPECIAL LOCKER IS REQUIRED. CALL THE FIRE MARSHAL'S OFFICE (304-745) TO OBTAIN A LOCK KEY. FOR ACCESS TO BLDGS. A PADLOCK IS REQUIRED. CALL THE FIRE MARSHAL'S OFFICE TO OBTAIN A PADLOCK KEY.
- U08 FIRE STANDOFF REQUIRED UNDERGROUND FIRE LINES TO GO INTO BUILDING AND FINISH 1' ABOVE FFE.
- U09 W.A. CROSS - SEE CALLOUT FOR SIZE
- U10 CONTRACTOR TO INSTALL 3000 GALLON GREASE INTERCEPTOR AS SHOWN. IF A MODIFICATION TO IT IS REQUIRED, A REVISION DETAIL SHALL BE SUBMITTED TO THE CITY OF ST. AUGUSTINE FOR REVIEW AND APPROVAL.
- U11 4" N.P. FIRE VALVE
- U12 PROPOSED 2" WATER SOURCE FOR IRRIGATION
- U13 RELEASE VALVE TO BE INSTALLED PER CODE STANDARDS
- U14 CONTRACTOR TO INSTALL BACKFLOW PREVENTER (INSTALLATION PER MANUFACTURER'S RECOMMENDATIONS)

REVISIONS

NO.	DATE	DESCRIPTION
1	01/10/19	ISSUED FOR PERMITS
2	01/10/19	ISSUED FOR PERMITS
3	01/10/19	ISSUED FOR PERMITS
4	01/10/19	ISSUED FOR PERMITS

PROJECT INFORMATION

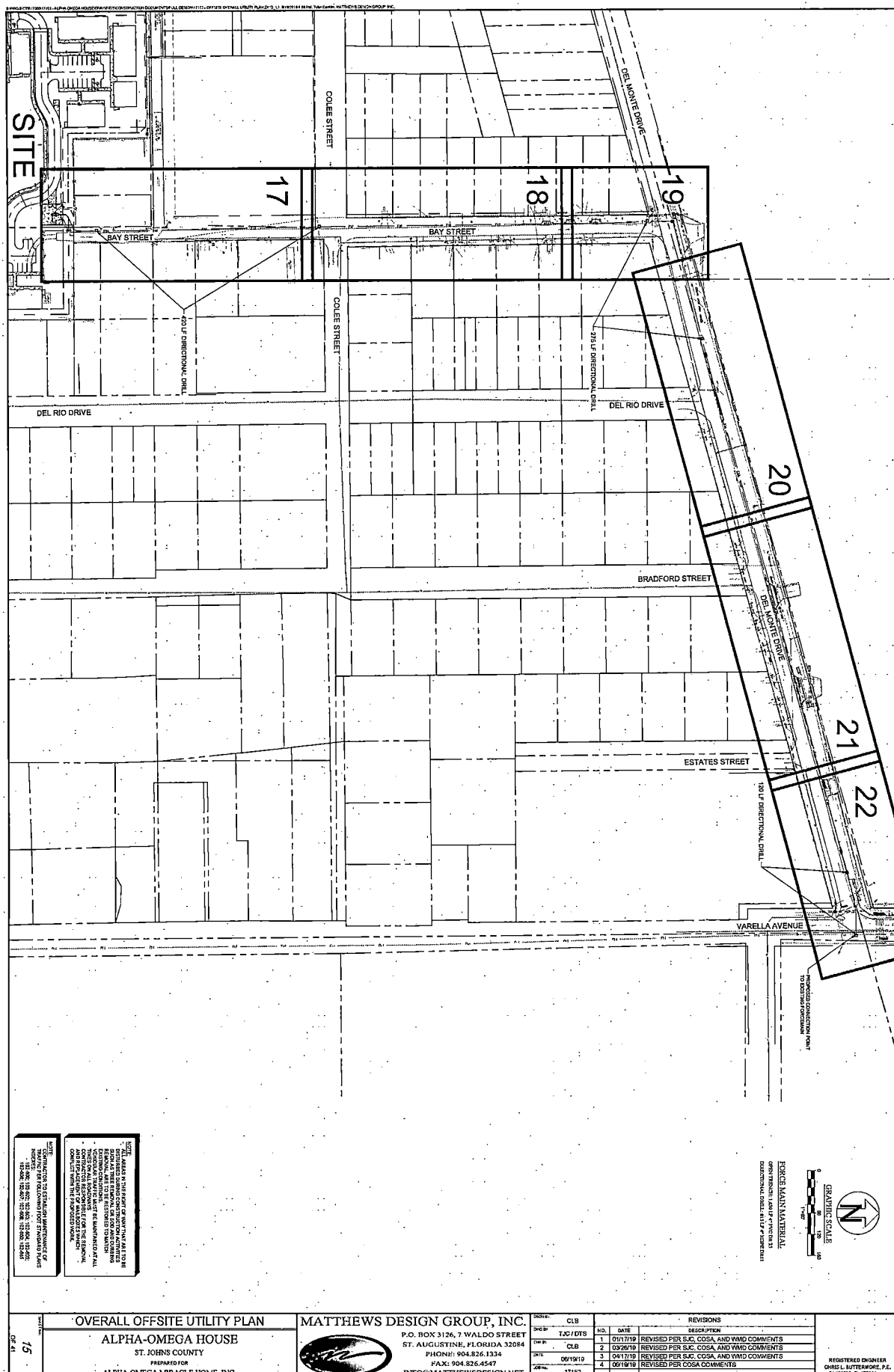
PROJECT: ALPHA-OMEGA HOUSE
 CLIENT: ALPHA-OMEGA HOUSE
 ADDRESS: 312A, 7 WALDO STREET
 CITY: ST. AUGUSTINE, FLORIDA 32084
 PHONE: 904.826.1344
 EMAIL: INFO@ALPHA-OMEGAHOUSE.NET

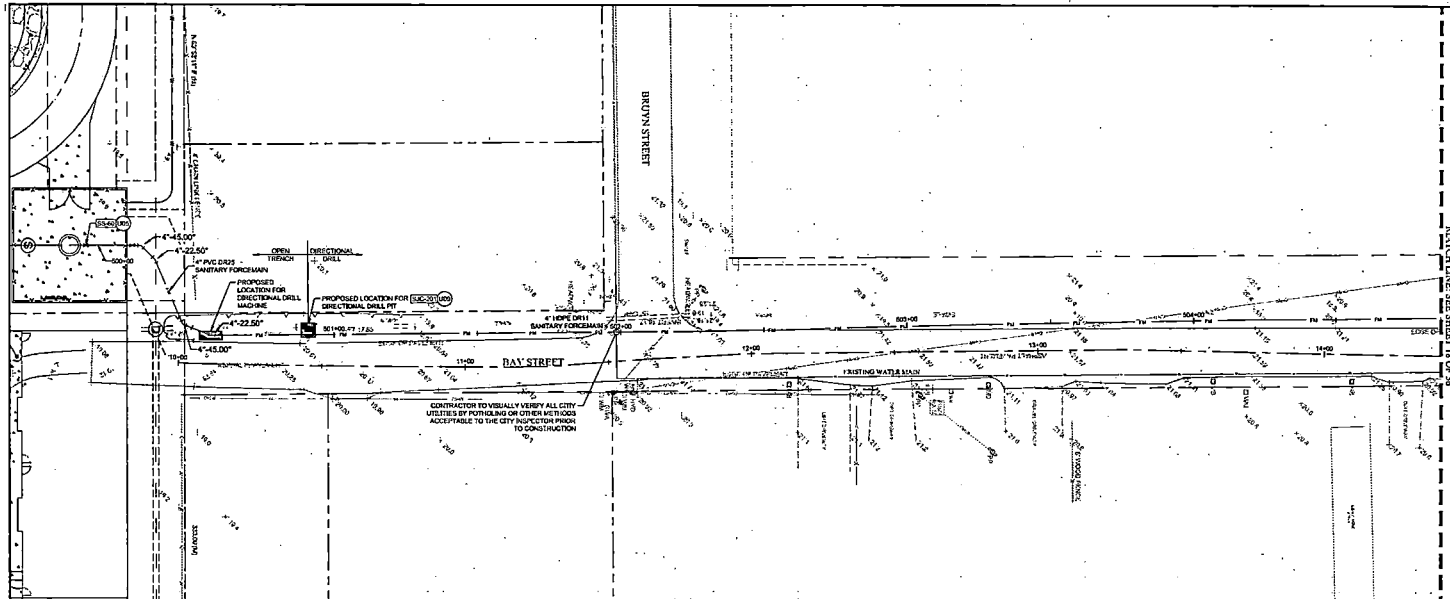
DESIGNER
 MATTHEWS DESIGN GROUP, INC.
 1000 N. W. 10TH AVENUE, SUITE 100
 MIAMI, FL 33136

DATE
 01/10/19

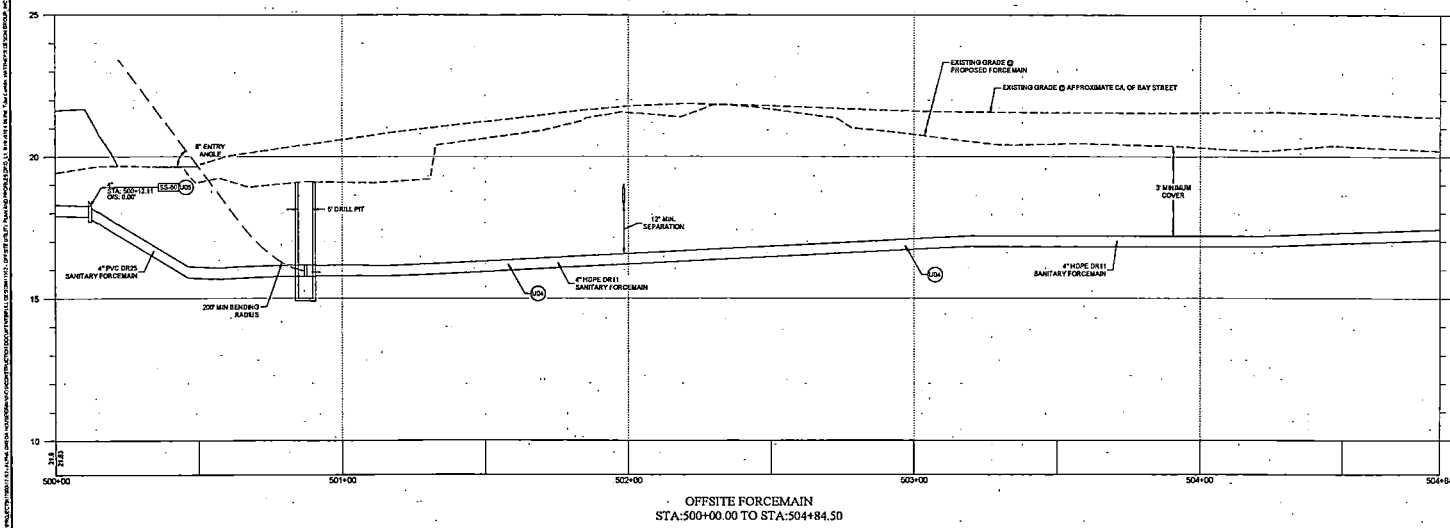
SCALE
 1" = 10'

14
 OF 81





NOTE: ROADWAY STATIONING IS SHOWN FOR CONSTRUCTION LAYOUT ONLY.
ALIGNMENTS AND STATIONING WERE ESTABLISHED UTILIZING GEOGRAPHIC INFORMATION SYSTEM MAPPING (GIS) DATA AND ARBITRARY STATIONING.



GRAPHIC SCALE
1"=20'

UTILITY DETAILS

LOC-001 ST. JOHN'S COUNTY - OPEN ROAD CUTS/COMPACTED FILL
 55-30 VALVE BOX & COCK IN ROAD LOCATION HOW CONSTRUCTION
 55-40 MANHOLE DETAIL FOR AIR RELEASE VALVES
 55-51 TYPICAL PAVEMENT SECTION
 55-52 TYPICAL PAVEMENT SECTION
 55-53 STOP BAR DETAIL
 55-54 DETAIL WARNING DETAIL
 55-55 TYPICAL EXISTING SHOULDER DEMOLITION
 55-56 CONNECTION TO EXISTING PAVEMENT

UTILITY NOTES

U01 DAT ON GRAVEL DRIVEWAY ACCESSIBLE TO BE RESTORED TO EXISTING
 U02 EXISTING PAVEMENT SURFACES SHALL BE SAWCUT.
 U03 CONTRACTOR TO FIELD VERIFY WATER SERVICES, AS REQUIRED.
 U04 CONTRACTOR TO RETURN TO MINIMUM 7 COVER AS CLOSELY AS POSSIBLE
 TO REDUCE THE LENGTH OF FORCE MAIN WHEN WILL EXCEED 7 COVER
 U05 AIR RELEASE VALVE PER CDDA APPROVED MATERIALS &
 U06 MANUFACTURERS LIST, FOR BEST EDITION.
 U07 ECCENTRIC FLOOD VALVE PER CDDA APPROVED MATERIALS &
 U08 MANUFACTURERS LIST, FOR BEST EDITION.
 U09 REMOVE & REPLACE HYDROLYTIC IF NECESSARY, TO FACILITATE FORCE MAIN
 U10 CONTRACTOR
 U11 HOTNET PRESSURE TAP/PHO CONNECTION TO EXISTING FORCE MAIN.
 U12 TRANSITION FORCE MAIN MATERIAL

NO.	DATE	DESCRIPTION	BY	CHKD
1	09/19/19	REVISIONS		
2	09/19/19	REVISIONS		
3	09/19/19	REVISIONS		
4	09/19/19	REVISIONS		

NOTE:
ALL AREAS IN THE RIGHT OF WAY THAT ARE TO BE
DISTURBED DURING CONSTRUCTION ACTIVITIES
SHALL BE RESTORED TO ORIGINAL CONDITION
AND SHALL BE MAINTAINED AT ALL
TIMES ON ALL ROADWAYS.
CONTRACTOR RESPONSIBLE FOR THE REMOVAL
AND REPLACEMENT OF MANHOLES WHICH
CONFLICT WITH THE PROPOSED WORK.

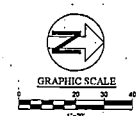
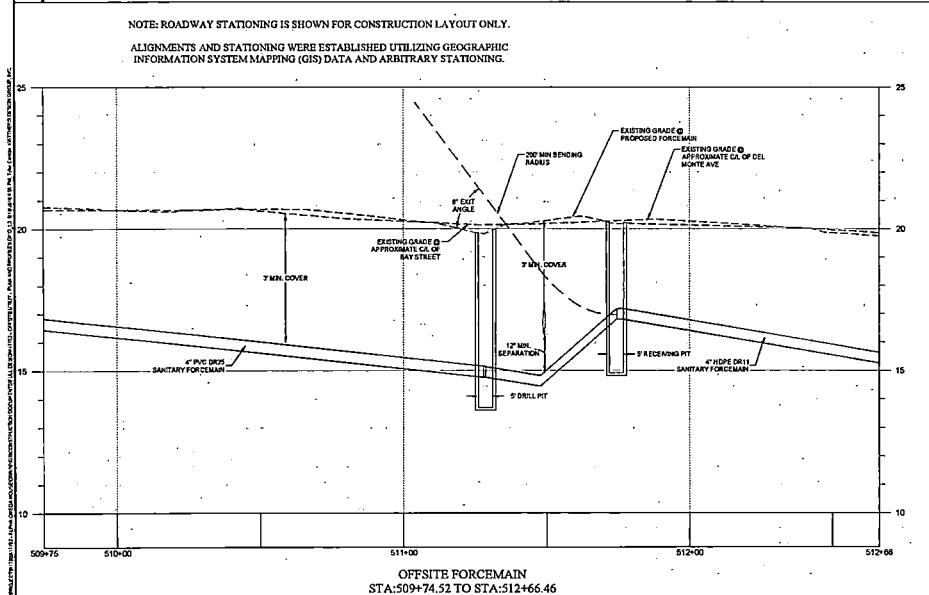
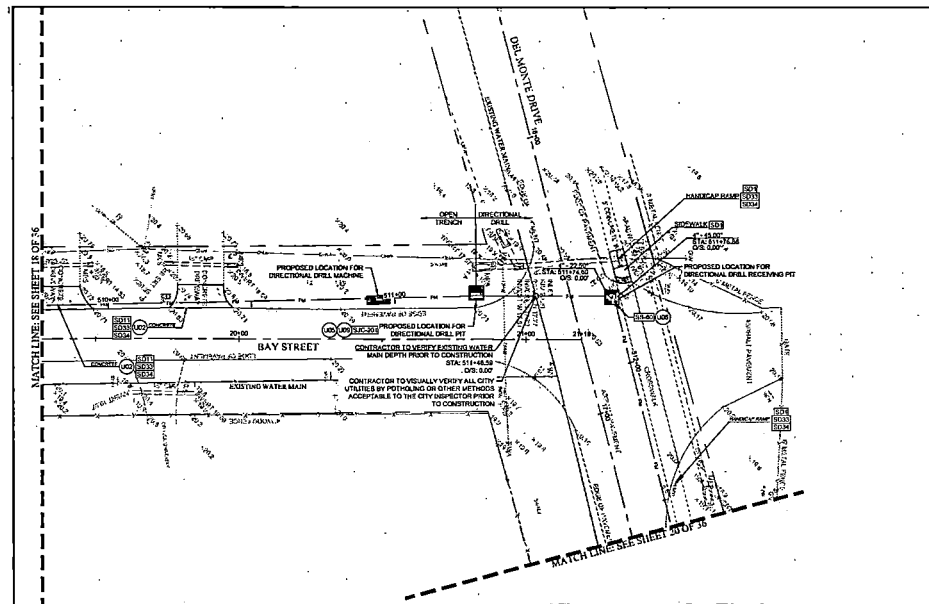
NOTE:
CONTRACTOR TO ESTABLISH MAINTENANCE OF
TRAFFIC PER FOLLOWING POST STANDARD PLANS
INDEXES:
102-400; 102-402; 102-403; 102-404; 102-405;
102-406; 102-407; 102-408; 102-409; 102-410

KEYSHEET
N.T.S.

OFFSITE UTILITY PLAN AND PROFILES
MATTHEWS DESIGN GROUP, INC.
 P.O. BOX 3126, 7 WALDO STREET
 ST. AUGUSTINE, FLORIDA 32084
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 EMAIL: INFO@MATTHEWSDESIGN.NET

ALPHA-OMEGA HOUSE
 ST. JOHN'S COUNTY
 ALPHA-OMEGA MIRACLE HOME, INC.

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OF 41

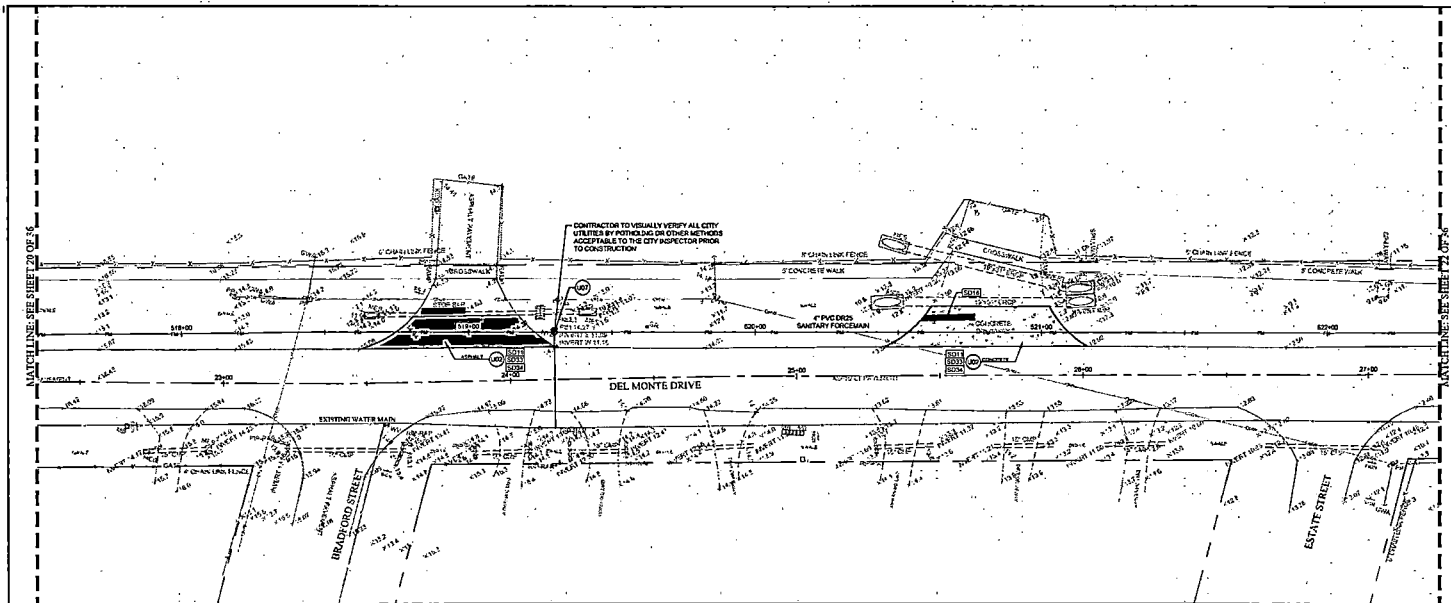


- UTILITY DETAILS**
- SD-01 ST. JOHN COUNTY - OPEN ROAD CUTS/COMPACTED FILL
 - SD-02 VALVE BOX & COVERS UNIMVED LOCATION NEW CONSTRUCTION
 - SD-03 MANHOLE DETAIL FOR AIR RELEASE VALVES
 - SD-04 CONCRETE SIGNALS
 - SD-05 TYPICAL PAVEMENT DETAIL
 - SD-06 STOP BAR DETAIL
 - SD-07 DETECTABLE MARKING DETAIL
 - SD-08 TYPICAL EXISTING SHOULDER DEMOLITION
 - SD-09 CONNECTION TO EXISTING PAVEMENT
- UTILITY NOTES**
- U01 DAT ON GRAVEL DRIVEWAY ACCESS TO BE RESTORED TO EXISTING CONDITIONS USING AREA AND MATERIALS
 - U02 EXISTING PAVEMENT SURFACES SHALL BE SAWCUT.
 - U03 CONTRACTOR TO FIELD VERIFY PAVEMENT SERVICES AS REQUIRED.
 - U04 CONTRACTOR TO RETAIN TO MINIMUM 2 FEET AS CLOSELY AS POSSIBLE TO REDUCE THE LENGTH OF FORCE MAIN WHICH WILL EXCEED 2 COVER DEPTHS.
 - U05 AIR RELEASE VALVE PER COSA APPROVED MATERIALS & MANUFACTURES LIST, CORRECT EDITION.
 - U06 ECCENTRIC PLEIO VALVE PER COSA APPROVED MATERIALS & MANUFACTURES LIST, CORRECT EDITION.
 - U07 REMOVE & REPLACE HYDRANT IF NECESSARY, TO FACILITATE FORCE MAIN CONSTRUCTION.
 - U08 HOTWET PRESSURE TAPPING CONNECTION TO EXISTING FORCE MAIN.
 - U09 TRANSITION FORCE MAIN MATERIAL.

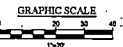
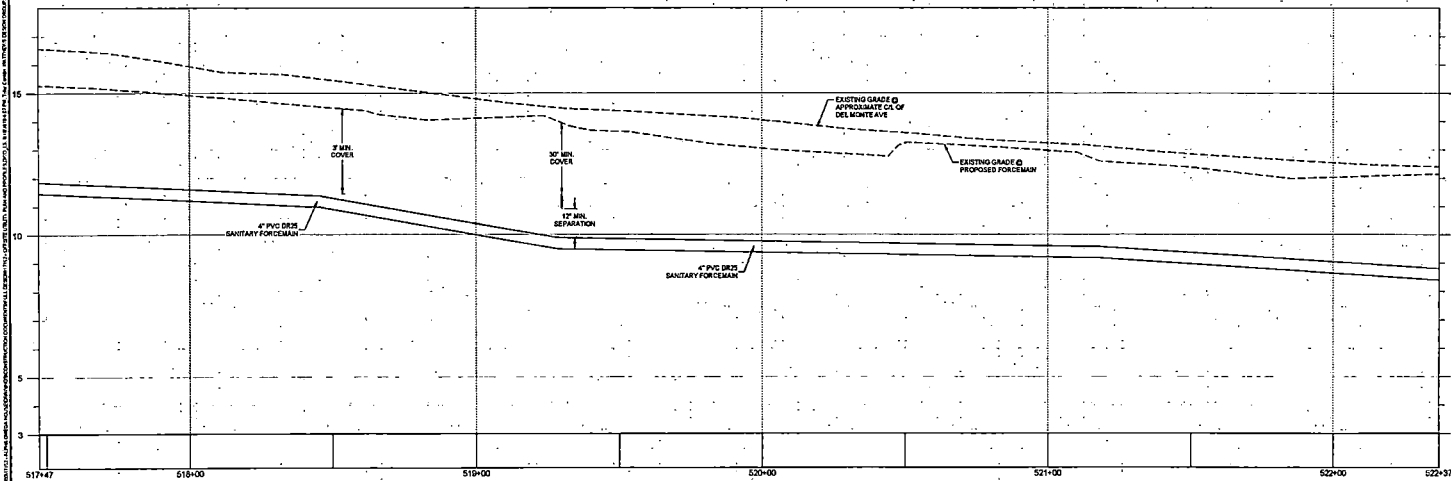
NOTE:
ALL AREAS IN THE RIGHT OF WAY THAT ARE TO BE OBTAINED DURING CONSTRUCTION ACTIVITIES SUCH AS TREE REMOVAL, OR CLOSING AND CLOSING AREAS, ARE TO BE RESTORED TO EXISTING CONDITIONS.

NOTE:
VEHICLE TRAFFIC MUST BE MAINTAINED AT ALL TIMES ON ALL ROADWAYS.
CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND REPLACEMENT OF MARKERS WHICH CONFLICT WITH THE PROPOSED WORK.

NOTE:
CONTRACTOR TO ESTABLISH MAINTENANCE OF TRAFFIC FOR FOLLOWING POST STANDARD PLANS PROFILES:
102-600; 102-602; 102-603; 102-604; 102-606;
102-608; 102-609; 102-610; 102-611; 102-612; 102-613; 102-614; 102-615; 102-616; 102-617; 102-618; 102-619; 102-620; 102-621; 102-622; 102-623; 102-624; 102-625; 102-626; 102-627; 102-628; 102-629; 102-630; 102-631; 102-632; 102-633; 102-634; 102-635; 102-636; 102-637; 102-638; 102-639; 102-640; 102-641; 102-642; 102-643; 102-644; 102-645; 102-646; 102-647; 102-648; 102-649; 102-650; 102-651; 102-652; 102-653; 102-654; 102-655; 102-656; 102-657; 102-658; 102-659; 102-660; 102-661; 102-662; 102-663; 102-664; 102-665; 102-666; 102-667; 102-668; 102-669; 102-670; 102-671; 102-672; 102-673; 102-674; 102-675; 102-676; 102-677; 102-678; 102-679; 102-680; 102-681; 102-682; 102-683; 102-684; 102-685; 102-686; 102-687; 102-688; 102-689; 102-690; 102-691; 102-692; 102-693; 102-694; 102-695; 102-696; 102-697; 102-698; 102-699; 102-700; 102-701; 102-702; 102-703; 102-704; 102-705; 102-706; 102-707; 102-708; 102-709; 102-710; 102-711; 102-712; 102-713; 102-714; 102-715; 102-716; 102-717; 102-718; 102-719; 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NOTE: ROADWAY STATIONING IS SHOWN FOR CONSTRUCTION LAYOUT ONLY.
ALIGNMENTS AND STATIONING WERE ESTABLISHED UTILIZING GEOGRAPHIC INFORMATION SYSTEM MAPPING (GIS) DATA AND ARBITRARY STATIONING.



UTILITY DETAILS

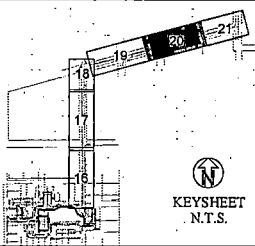
- 32-00 ST. JOHNS COUNTY - OPEN ROAD OUTSOURCED FILL
- 32-00 VALVE BOX & COVER UNPAVED LOCATION NEW CONSTRUCTION
- 32-00 MANHOLE DETAIL FOR AIR RELEASE VALVES
- 32-01 CONCRETE SIDEWALK
- 32-01 TYPICAL PAVEMENT SECTION
- 32-01 STOP BAR DETAIL
- 32-02 DETECTABLE WARNING DETAIL
- 32-03 TYPICAL EXISTING SHOULDER DEMOLITION
- 32-04 CONNECTION TO EXISTING PAVEMENT

UTILITY NOTES

- 001 DIRT OR GRAVEL DRIVEWAY ACCESS TO BE RESTORED TO EXISTING CONDITION USING FILL AND MATERIALS
- 002 EXISTING PAVEMENT SURFACES SHALL BE SAWCUT.
- 003 CONTRACTOR TO FIELD VERIFY WATER SERVICES, AS REQUIRED.
- 004 CONTRACTOR TO RETURN TO MINIMUM COVER AS QUICKLY AS POSSIBLE TO REDUCE THE LENGTH OF FORCEMAIN WHICH WILL EXCEED 9' COVER DEPTH.
- 005 AIR RELEASE VALVE PER CDA APPROVED MATERIALS & MANUFACTURERS LIST, CORRECT EDITION.
- 006 ECCENTRIC PLUG VALVE PER CDA APPROVED MATERIALS & MANUFACTURERS LIST, CORRECT EDITION.
- 007 REMOVE & REPLACE HYDRAUNT IF NECESSARY, TO FACILITATE FORCEMAIN CONSTRUCTION.
- 008 HOTWET PRESSURE TAPPING CONNECTION TO EXISTING FORCEMAIN, TRANSITION FORCE MAIN MATERIAL.

NOTE: ALL AREAS IN THE RIGHT OF WAY THAT ARE TO BE EXISTING DURING CONSTRUCTION ACTIVITIES SUCH AS TREE REMOVAL OR C&G AND CURBING REMOVAL ARE TO BE RESTORED TO MATCH EXISTING CONDITIONS.

NOTE: CONTRACTOR TO ESTABLISH MAINTENANCE OF TRAFFIC PER FOLLOWING FOOT STANDARD PLANS, HEREIN.

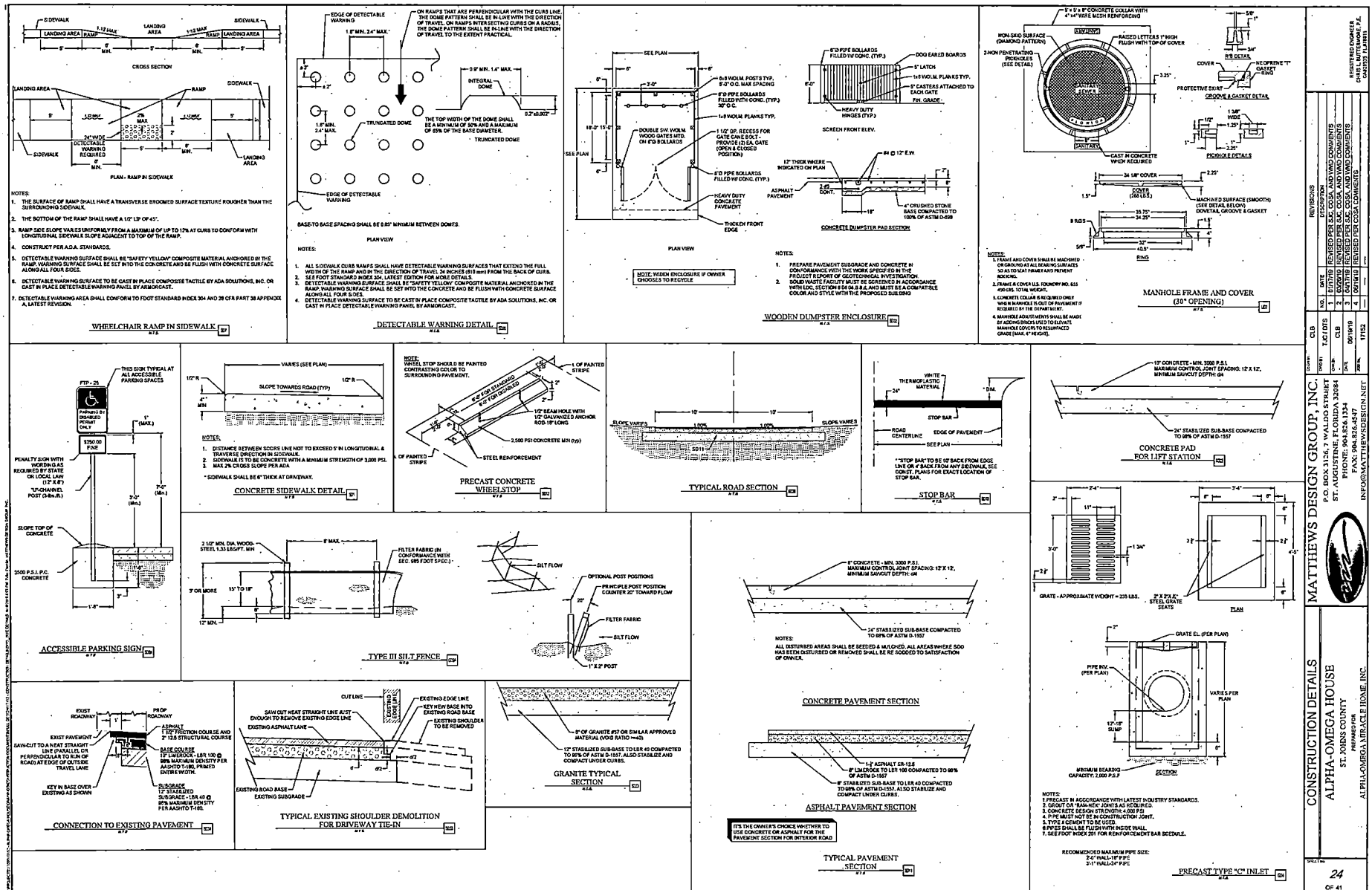


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ALPHA-OMEGA HOUSE
ST. JOHNS COUNTY
ALPHA-OMEGA MIRAGE HOME, INC.

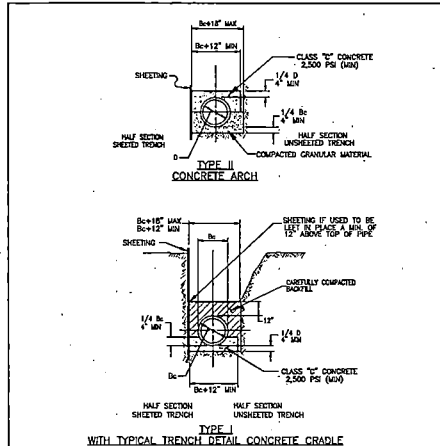
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OF 41



MATTHEWS DESIGN GROUP, INC.
 P.O. BOX 3326, 7 WALDO STREET
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 PHONE: 904.824.1334
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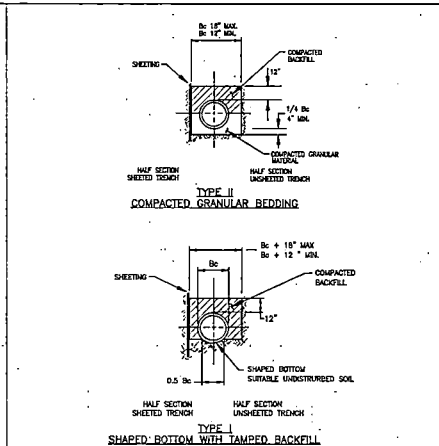
CONSTRUCTION DETAILS
ALPHA-OMEGA HOUSE
 ST. JOHNS COUNTY
 PREPARED FOR
 AT PILL-OMEGA, AIRCRAFT HOME, INC.

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 OF 41



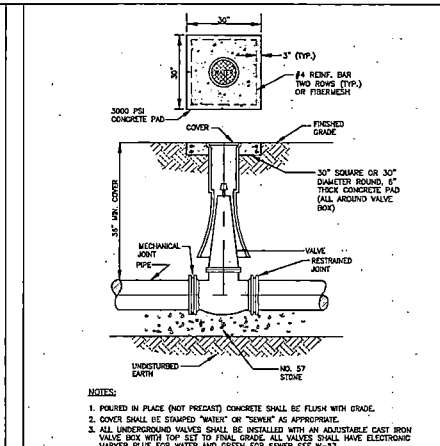
BEDDING DETAILS CLASS A

REVISION DATE: FEB 2017
NOT TO SCALE: SS-25&W-42



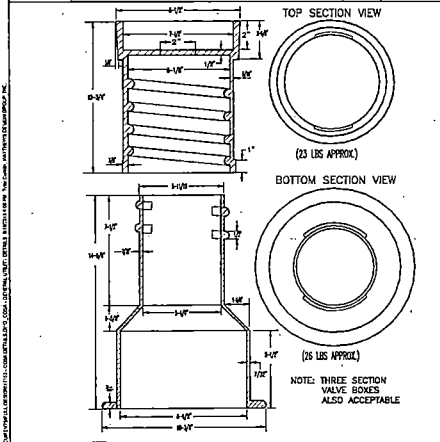
BEDDING DETAILS CLASS B

REVISION DATE: FEB 2017
NOT TO SCALE: SS-27&W-43



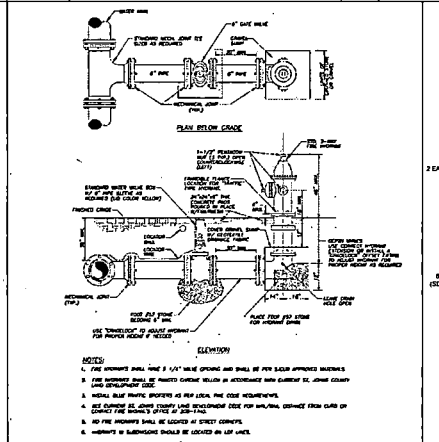
VALVE BOX & COVER UNPAVED LOCATION NEW CONSTRUCTION

REVISION DATE: FEB 2017
NOT TO SCALE: SS-30&W-18



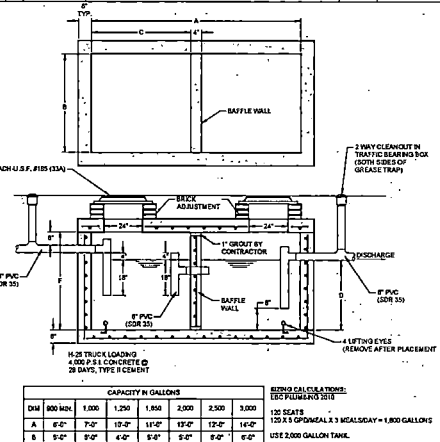
VALVE BOX

REVISION DATE: FEB 2017
NOT TO SCALE: SS-32&W-17



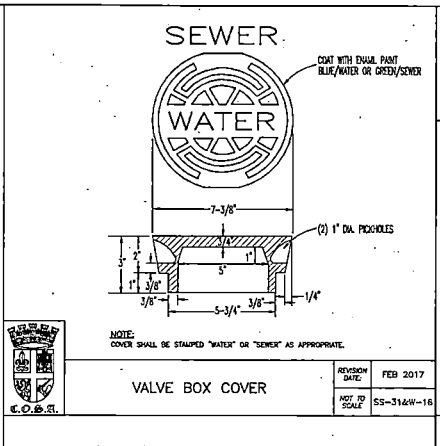
VALVE BOX

REVISION DATE: FEB 2017
NOT TO SCALE: SS-32&W-17



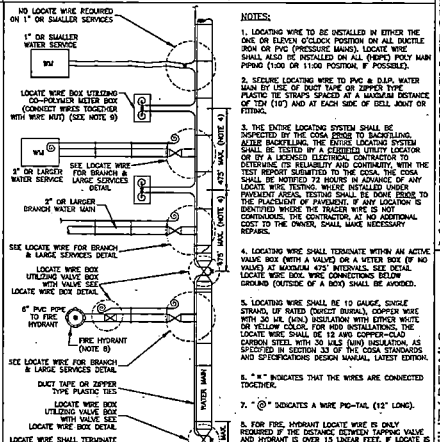
LOCATE WIRE CONSTRUCTION FOR WATER MAINS

REVISION DATE: FEB 2017
NOT TO SCALE: W-56



SEWER VALVE BOX COVER

REVISION DATE: FEB 2017
NOT TO SCALE: SS-31&W-16



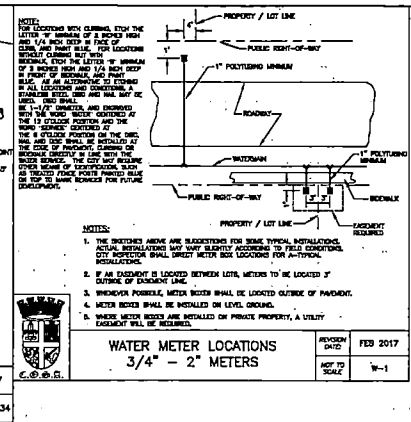
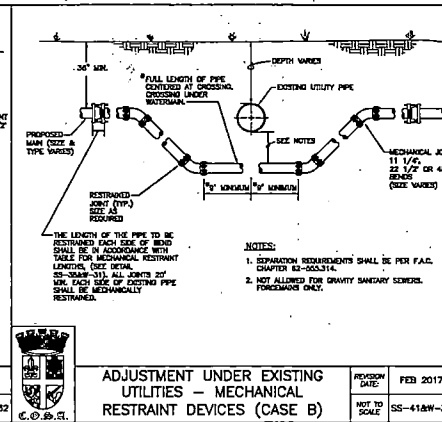
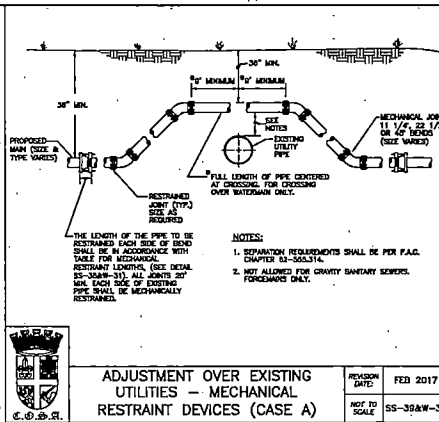
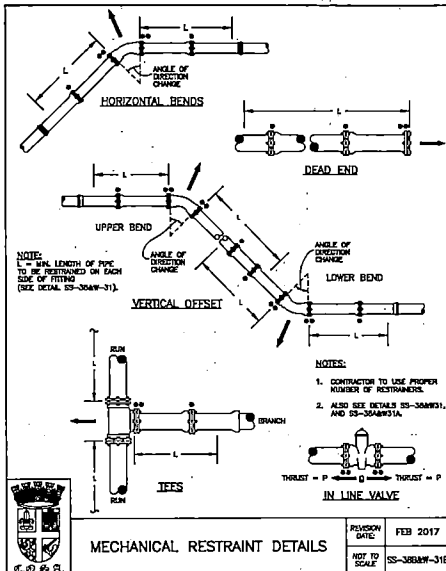
LOCATE WIRE CONSTRUCTION FOR WATER MAINS

REVISION DATE: FEB 2017
NOT TO SCALE: W-56

NO.	DATE	REVISIONS	BY	CHK	APP
1	02/17/19	REVISED PER S&P, COGA AND W&O COMMENTS			
2	02/17/19	REVISED PER S&P, COGA AND W&O COMMENTS			
3	02/17/19	REVISED PER S&P, COGA AND W&O COMMENTS			
4	02/17/19	REVISED PER S&P, COGA AND W&O COMMENTS			
5	02/17/19	REVISED PER S&P, COGA AND W&O COMMENTS			
6	02/17/19	REVISED PER S&P, COGA AND W&O COMMENTS			
7	02/17/19	REVISED PER S&P, COGA AND W&O COMMENTS			
8	02/17/19	REVISED PER S&P, COGA AND W&O COMMENTS			
9	02/17/19	REVISED PER S&P, COGA AND W&O COMMENTS			
10	02/17/19	REVISED PER S&P, COGA AND W&O COMMENTS			

MATTHEWS DESIGN GROUP, INC.
P.O. BOX 3124, 7 WALDO STREET
ST. AUGUSTINE, FLORIDA 32084
PHONE: 904.824.1334
FAX: 904.824.6647
INFORMATION@MDSG.COM

ALPHA-OMEGA HOUSE
ST. JOHNS COUNTY
PREPARED BY
ALPHA-OMEGA HOUSE, INC.



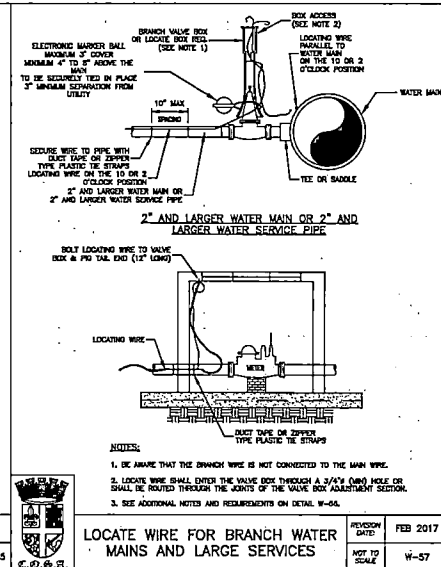
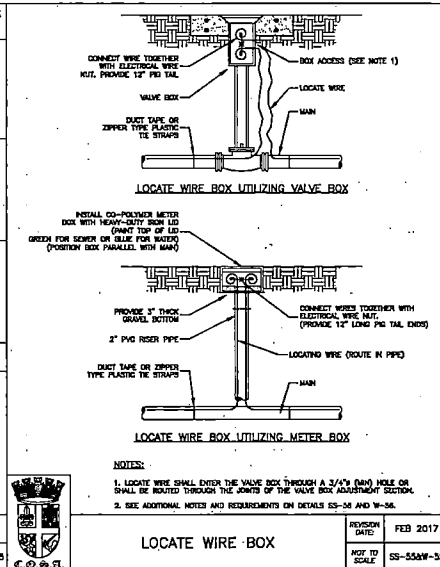
OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1)	JOINT SPACING & CROSSINGS (FULL JOINT CENTERED)
STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER (2)	WATER MAIN 3 FT. MINIMUM OTHER PIPE	WATER MAIN 12 IN. MIN., EXCEPT STORM SEWER, THEN 8 IN. MIN., 12 IN. PREFERRED OTHER PIPE	ALTERNATE 3 FT. MINIMUM WATER MAIN
VACUUM SANITARY SEWER	WATER MAIN 10 FT. PREFERRED 3 FT. MINIMUM OTHER PIPE	WATER MAIN 12 IN. PREFERRED 6 IN. MINIMUM OTHER PIPE	ALTERNATE 3 FT. MINIMUM WATER MAIN
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER (4)	WATER MAIN 10 FT. PREFERRED 6 FT. MINIMUM (3) OTHER PIPE	WATER MAIN 12 IN. MIN., EXCEPT GRAVITY SEWER, THEN 6 IN. MIN., 12 IN. PREFERRED OTHER PIPE	ALTERNATE 6 FT. MINIMUM WATER MAIN
ON-SITE SEWAGE TREATMENT & DISPOSAL SYSTEM	10 FT. MINIMUM		

ALL DISTANCES ARE TO OUTER PIPE WALL.
(1) WATER MAIN SHOULD CROSS ABOVE OTHER PIPE WHEN AT ALL POSSIBLE. WHEN WATER MAIN MUST BE BELOW OTHER PIPE, THE MINIMUM SEPARATION IS 18 INCHES.
(2) RECLAIMED WATER REGULATED UNDER PART II OF CHAPTER 62-610, F.A.C.
(3) 3 FT. FOR GRAVITY SANITARY SEWER WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST 6 INCHES ABOVE THE TOP OF THE GRAVITY SANITARY SEWER.
(4) RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610 F.A.C.

DESIGN SEPARATION SHALL BE GREATER THAN MINIMUMS TO ALLOW FOR TOLERANCE IN FIELD. CITY INSPECTOR MAY DIRECT ALTERNATE SEPARATION REQUIREMENTS BASED ON FIELD CONDITIONS.
DISCLAIMER - THIS DETAIL IS PROVIDED FOR CONVENIENCE ONLY. PLEASE REFER TO F.A.C. RULE 62-500.314 AND C.O.S.A. STANDARDS AND SPECIFICATIONS DESIGN MANUAL AND DETAILS FOR ADDITIONAL CONSTRUCTION REQUIREMENTS.

UTILITY SEPARATION REQUIREMENTS

REVISION DATE: FEB 2017
NOT TO SCALE: SS-42A-W-35

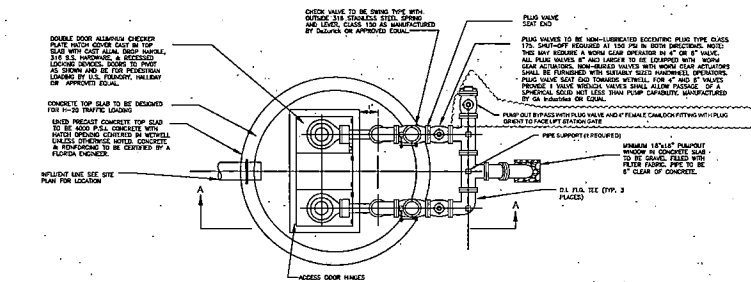


MATTHEWS DESIGN GROUP, INC.
P.O. BOX 3126, 7 WALDO STREET
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PHONE: 904.826.1334
FAX: 904.826.1335
WWW.MATTHEWSDSIGN.COM

COSA UTILITY DETAILS
ALPHA-OMEGA HOUSE
ST. JOHNS COUNTY
ALPHA-OMEGA ABRAHAM HOUSE, INC.

29 OF 41

CITY OF ST. AUGUSTINE DUPLEX PUMPING STATION

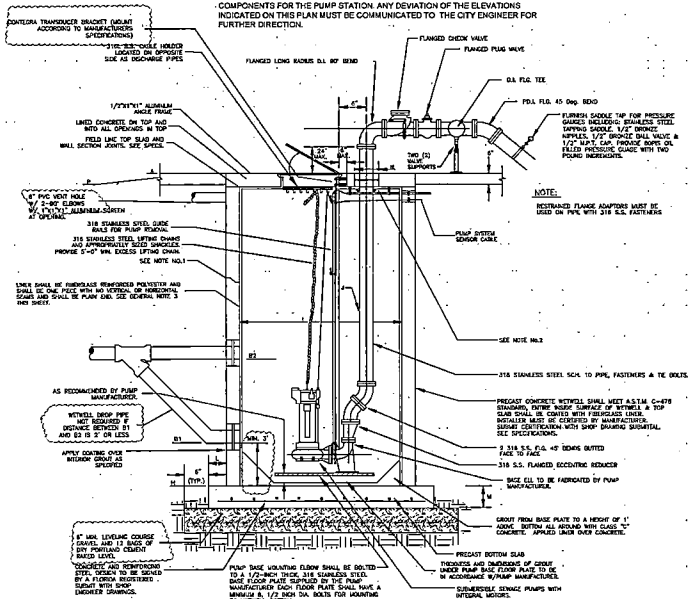


WETWELL - PLAN

N.T.S.

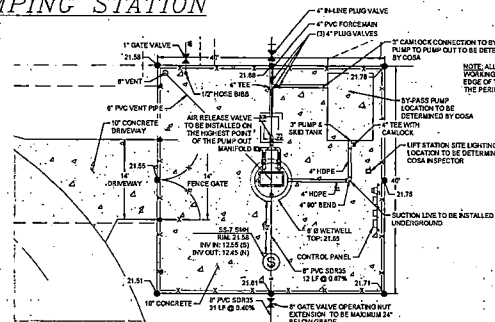
NOTE:

THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL ELEVATIONS CALLED OUT ON THIS PLAN SET FOR THE PUMP STATION PRIOR TO ORDERING OF ANY MATERIALS OR COMPONENTS FOR THE PUMP STATION. ANY DEVIATION OF THE ELEVATIONS INDICATED ON THIS PLAN MUST BE COMMUNICATED TO THE CITY ENGINEER FOR FURTHER DIRECTION.



WETWELL - ELEVATION

SECTION A-A



PUMP STATION INFORMATION

SCHEDULE OF ELEVATIONS:

PUMP STATION:		TOP ELEV.	INFLUENT PUMP MANIF.	INFLUENT B1	INFLUENT B2	ALARM C	LEAD PUMP ON E	LAG PUMP OFF F	BOTH PUMPS ON G	BOTTOM LEVEL	WET WELL DRAIN H	DISCHARGE PIPE I	DISCHARGE FALL J	DISCHARGE K	BOT. SLAG THICKNESS L	BOT. SLAG THICKNESS M	PIPE HOLE DIA/METER N	SITE CORN ELEV.
STREET ADDRESS		A	B1	B2	C	E	F	G	H	I	J	K	L	M	N	O	P	
		21.65	9.37	12.37	11.87	10.87	11.37	9.37	7.37	6	4	4	12	10	10	21.60		

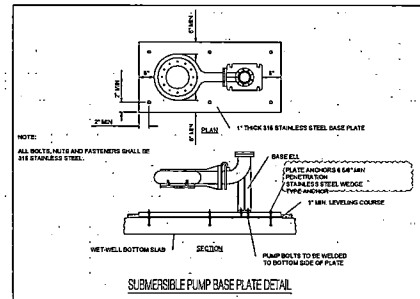
PUMP MANUFACTURER FLYGT
MODEL MP 3127 IMPELLER 159mm
DISCHARGE 4" MOTOR RPM 3485
11 HP 220 VOLTS 3 PHASE 60 HZ
DESIGN POINT 96.5 GPM AT 91.58 FT. TDH
RUNOUT POINT 182 GPM AT 56.59 FT.TDH
MAX. SPHERE 3 INCHES
PUMP ACCESS HATCH SIZE 3 X 4
PUMP CENTERLINE SEPARATION 20"

NOTE: PUMPOUT SIZES

___ 4" FOR 4" & 6" DISCHARGE F.M.	4"	10"
___ 6" FOR 6" DISCHARGE F.M.	6"	12"
___ 8" FOR 10" & 12" DISCHARGE F.M.	8"	14.5"
___ 12" FOR 14" AND LARGER DISCHARGE F.M.	10"	17"
PROVIDE D3, F.L.G. REDUCING 90° BEND REDUCING TO 6" ON 8" AND LARGER PUMP/OUT CONNECTIONS.	12"	20"

GENERAL NOTES:

1. ALL EXTERIOR JOINTS OF PRECAST CONCRETE WELLHEADS SHALL BE SEALED WITH A RUBBERIZED ASPHALT MEMBRANE TAPE. TAPE SHALL BE MEM-1-A-BARRIER BY W.R. GRACE, ELASTICITY BY MANUK OF EQUAL.
2. ALL ANNUAL OPENINGS IN CONCRETE SHALL BE SEALED WITH NON-SHRINK GROUT AND WATERSTOPPS.
 - A. LAYER SHALL BE FIBERGLASS REINFORCED POLYESTER AND SHALL BE 1/4" THICK. ALL JOINTS AND CORNERS SHALL BE 1/2" THICK AND SHALL BE PLAN END. LAYER SHALL BE FABRICATED IN ACCORDANCE WITH NBS PS 15-68 AND SHALL CONSIST OF TWO LAYERS. GRADE POLYESTER SHALL BE 1/4" THICK. STRAND, WATER ROVERING AND CONTINUOUS REINFORCEMENT. REINFORCING THICKNESS SHALL BE 1/2" THICK. JOINTS FOR ALL DIAMETER WELLS AND SHALL NOT HAVE EXTERNAL RISERS. CONCRETE SURFACE OF WELLHEAD SHALL BE CLEANED AND PREPARED TO ACCEPT SPOILED POLYESTER LAYER.
 - B. ANNUAL SURFACE BETWEEN FIBERGLASS LINER AND CONCRETE STRUCTURE SHALL BE GROUT FILLED WITH NO JOIDS. ANNUAL SURFACE BETWEEN STRUCTURE AND LINER SHALL BE 1/4" THICK. 1"-3/4" GROUT TO BE PLACED IN TWO LIFTS WITH 24 HOUR CURE BETWEEN LIFTS. GROUT SHALL BE CENTERED.
3. EXHAUST PUMP MUST BE COMPATIBLE WITH CITY OF ST. AUGUSTINE'S SCADA SYSTEM FOR RUN AND FILL ALARMS



CITY OF ST. AUGUSTINE
LIFT-STATION DETAILS
DUPLEX PUMPING STATION

REVISION DATE:	FEB 2017
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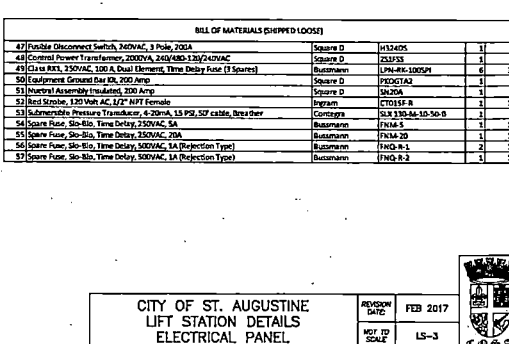
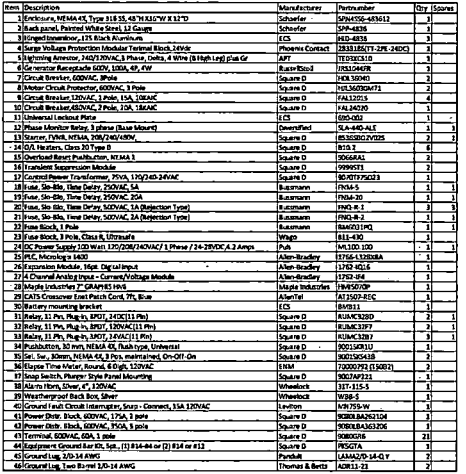
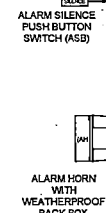
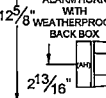
MATTHEWS DESIGN GROUP, INC.

COSA LIFT STATION DETAILS
ALPHA-OMEGA HOUSE
ST. JOHN'S COUNTY

ALPHA-OMEGA MIRACLE HOME, INC.

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ALARM
STROBE
(SHIPPED
LOOSE)



31		COSIA LIFT STATION DETAILS		MATTHEWS DESIGN GROUP, INC.		30414		CLB		NO.		DATE		DESCRIPTION		REVISED	
		ALPHA-OMEGA HOUSE				P.O. BOX 3126, 7 WALDO STREET ST. AUGUSTINE, FLORIDA 32084 PHONE: 904.826.1134 FAX: 394.826.4547 INFO@MATTHEWSDSIGN.NET		GROUP		T/DTS							
		ST. JOINS COUNTY						0041		0041							
		ALPHA-OMEGA MARCEL HOUSE INC.						001618		001618							
								11/32		11/32							

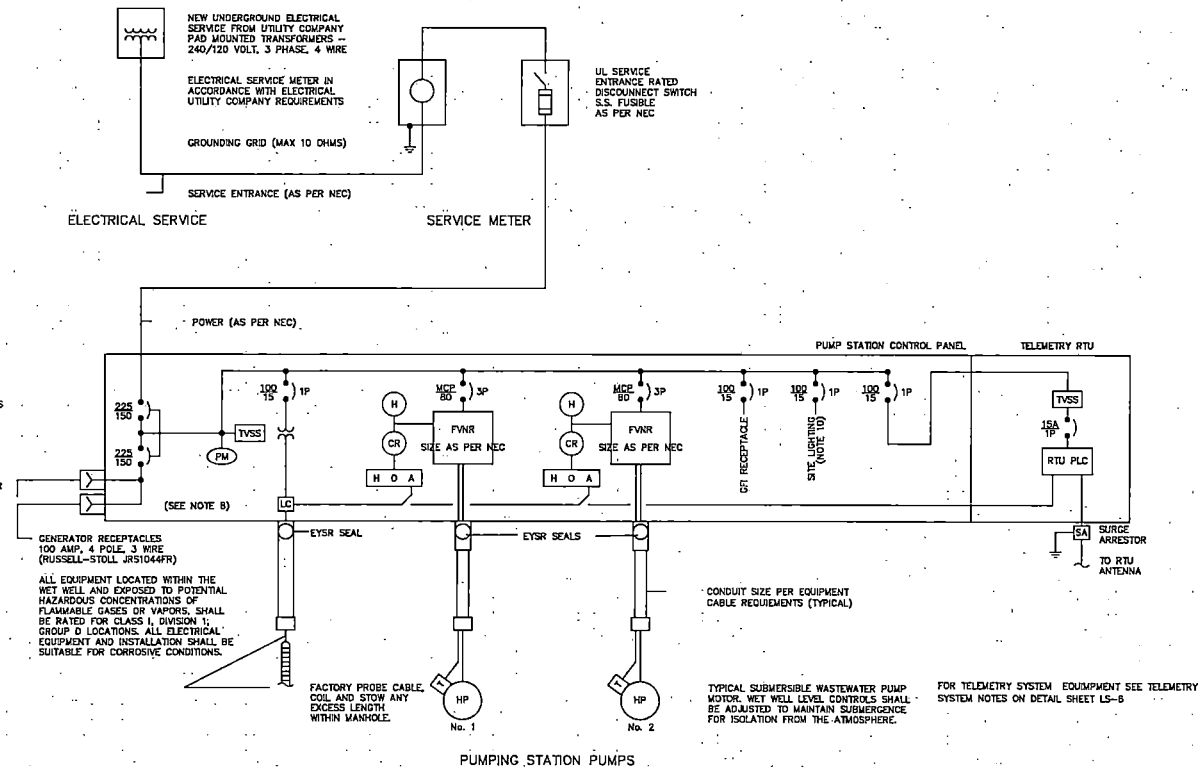
CITY OF ST. AUGUSTINE LIFT STATION DETAILS **SINGLE LINE DIAGRAM**

ELECTRICAL LEGEND

	CIRCUIT BREAKER (FRAME/TRIP RATING - "MCP" MOTOR CIRCUIT PROTECTOR)
	MAGNETIC TYPE COMBINATION MOTOR STARTER, NEMA SIZE AS INDICATED ("FV" FULL VOLTAGE, "RV" REDUCED VOLTAGE, "NR" NON-REVERSING, "SS" SOLID STATE SOFT START)
	MOTOR (NUMERAL INDICATES HORSEPOWER)
	ELAPSED TIME METER (HOURS OF OPERATION)
	HAND OFF AUTO SELECTOR SWITCH
	CONTROL RELAY
	THREE PHASE POWER MONITOR
	AUTOMATIC ALTERNATOR
	TRANSIENT VOLTAGE SURGE SUPPRESSOR

NOTES:

- DESIGN DRAWINGS ARE DIAGRAMMATIC AND INTENDED TO SHOW THE GENERAL REQUIREMENTS. ALL EQUIPMENT AND INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF ST. AUGUSTINE DESIGN STANDARDS AND SPECIFICATIONS.
- ALL MATERIAL SHALL BE NEW AND SHALL CONFORM WITH THE STANDARDS OF THE UNDERWRITERS' LABORATORIES, INC., AMERICAN NATIONAL STANDARDS INSTITUTE, NATIONAL ELECTRICAL MANUFACTURERS' ASSOCIATION, INSULATED POWER CABLE ENGINEERS' ASSOCIATION, AND INSTITUTE OF ELECTRICAL AND ELECTRONIC ENGINEERS, IN EVERY CASE WHERE SUCH A STANDARD HAS BEEN ESTABLISHED FOR THE PARTICULAR TYPE OF MATERIALS IN QUESTION.
- THE INSTALLATIONS SHALL BE IN ACCORDANCE WITH THE REGULATIONS OF THE LATEST EDITIONS OF THE NATIONAL ELECTRICAL CODE, NATIONAL ELECTRICAL SAFETY CODE, APPLICABLE CITY, STATE, AND LOCAL CODES AND REGULATIONS AND OTHER APPLICABLE CODES, INCLUDING UTILITY COMPANY CODES.
- ALL PERMITS REQUIRED BY STATE OR LOCAL ORDINANCES SHALL BE OBTAINED AND AFTER COMPLETION OF THE WORK, A CERTIFICATE OF FINAL INSPECTION AND APPROVAL FROM THE ELECTRICAL INSPECTOR SHALL BE FURNISHED TO THE OWNER. ALL PERMITS FOR INSTALLATION, INSPECTIONS, CONNECTIONS, ETC., SHALL BE TAKEN OUT AND PAID FOR AS PART OF THE WORK UNDER THIS SECTION.
- ALL MATERIALS AND WORKMANSHIP SHALL BE GUARANTEED TO BE FREE FROM DEFECTS. ANY PART OF THE SYSTEM CONSIDERED DEFECTIVE BY THE ENGINEER WITHIN THE GUARANTEE PERIOD SHALL BE IMMEDIATELY REPLACED OR CORRECTED TO THE ENGINEER'S SATISFACTION WITHOUT FURTHER EXPENSE TO THE OWNER.
- THE PROJECT'S GROUNDING SYSTEM SHALL CONSIST OF A GROUNDING ELECTRODE SYSTEM IN ACCORDANCE WITH NEC SPECIFICATIONS, BONDED TO A MAIN GROUND BUS INTERCONNECTING ALL POWER DISTRIBUTION EQUIPMENT. GROUND ROD SECTIONS SHALL BE COUPLED AND DRIVEN TO ESTABLISH A MAXIMUM RESISTANCE TO GROUND OF 10 OHMS THROUGHOUT THE GROUNDING SYSTEM.
- UNLESS OTHERWISE INDICATED, ELECTRICAL EQUIPMENT ENCLOSURES SHALL BE NEMA 4X STAINLESS STEEL CONDUCTORS SHALL BE STRANDED AWG TYPE THWN COPPER; UNDERGROUND CONDUIT SHALL BE PER CODE NEC; EXPOSED CONDUIT SHALL BE RIGID ALUMINUM, INCLUDING LOCATIONS BETWEEN CONTROL PANELS AND EXPLOSION PROOF SEALS SUPPORT CHANNEL AND MOUNTING STRUT SHALL BE MINIMUM 1.5" x 1.5" 316 S.S.
- THE PUMP STATION CONTROL PANEL WET WELL LEVEL CONTROL SYSTEM SHALL INCLUDE DUPLEX PUMP CONTROLLER AND INTRINSICALLY SAFE SUBMERSIBLE WET WELL LEVEL SENSING PROBE FOR AUTOMATIC LEAD/LAG PUMP CONTROL AND ALTERNATION.
- DUCT SEAL IS REQUIRED AT ALL CONDUIT CONNECTIONS IN AND OUT OF THE EQUIPMENT CABLE TERMINAL BOXES. ADDITIONALLY, DUCT SEAL IS REQUIRED AT THE CONDUIT ENTRANCES INTO THE PUMP CONTROL PANEL. DUCT SEAL SHALL BE OUTDOOR SERVICE SILICON RTV.
- PROVIDE SITE LIGHT AND POLE TO MATCH THE STREET LIGHTS. PROVIDE POWER TO THE SITE LIGHT FROM THE PUMP CONTROL PANEL (3/12, 3/4"). PROVIDE WP LIGHT SWITCH MOUNTED ON THE LIGHT POLE.
- FOR COORDINATION WITH LATEST CITY OF ST. AUGUSTINE PUMP STATION CONTROL PANEL STANDARDS AND REQUIREMENTS, CONTACT THE CITY OF ST. AUGUSTINE PUBLIC WORKS DEPARTMENT 904-825-1040.
- FOR COORDINATION WITH LATEST CITY OF ST. AUGUSTINE TELEMETRY SYSTEM RTU STANDARDS AND REQUIREMENTS, CONTACT THE CITY OF ST. AUGUSTINE PUMP MAINTENANCE DEPARTMENT 904-825-1042.



NOTE:
THE CITY OF ST. AUGUSTINE IS NOT RESPONSIBLE FOR THE ACCURACY AND CONTENTS OF THIS DRAWING. IT IS THE RESPONSIBILITY OF THE USER TO USE THE SERVICE OF A PROFESSIONAL ELECTRICAL / I&C ENGINEER TO DESIGN THE ELECTRICAL / I&C SYSTEMS FOR A SPECIFIC PROJECT

CITY OF ST. AUGUSTINE
LIFT STATION DETAILS
SINGLE LINE DIAGRAM

REVISION
DATE
FEB 2017
NOT TO SCALE
LS-4



32
OF 41

CITY OF ST. AUGUSTINE

ST. JOHNS COUNTY

ALPHA-OMEGA HOUSE

ST. JOHNS COUNTY

ALPHA-OMEGA HOUSE

REVISIONS

NO.	DATE	DESCRIPTION
1	02/17/17	ISSUED FOR PERMIT
2	02/17/17	ISSUED FOR PERMIT
3	02/17/17	ISSUED FOR PERMIT
4	02/17/17	ISSUED FOR PERMIT

DESIGNED BY
J. L. HARRIS

CHECKED BY
J. L. HARRIS

DATE
02/17/17

PROJECT
CITY OF ST. AUGUSTINE LIFT STATION DETAILS

SCALE
AS SHOWN

PROJECT NO.
17-001

PROJECT NAME
CITY OF ST. AUGUSTINE LIFT STATION DETAILS

PROJECT LOCATION
ST. JOHNS COUNTY

PROJECT OWNER
CITY OF ST. AUGUSTINE

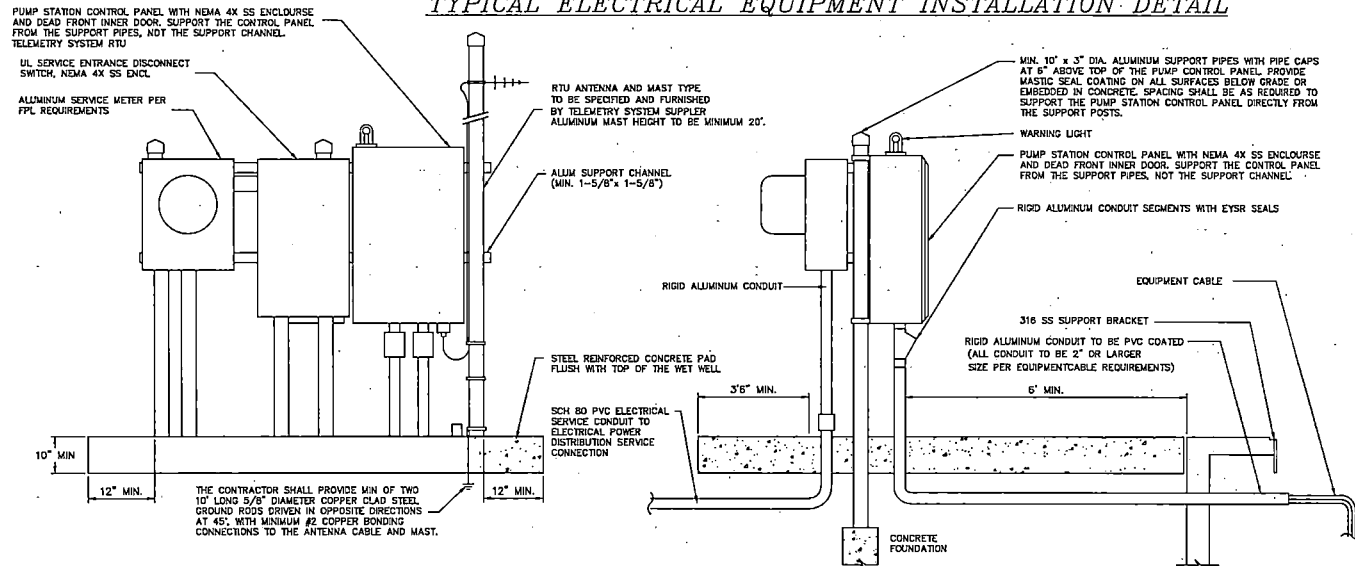
PROJECT CONTACT
J. L. HARRIS

PROJECT PHONE
904-825-1040

PROJECT FAX
904-825-1042

PROJECT EMAIL
JLHARRIS@STJCOUNTYFL.GOV

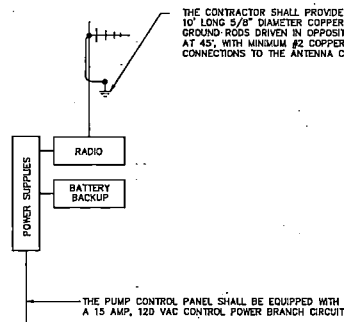
CITY OF ST. AUGUSTINE LIFT STATION DETAILS **TYPICAL ELECTRICAL EQUIPMENT INSTALLATION DETAIL**



TELEMETRY SYSTEM NOTES:

1. PROVIDE NEW TELEMETRY SYSTEM REMOTE TERMINAL UNIT (RTU) FOR REMOTE MONITORING AND CONTROL OF ALL PUMPING STATION EQUIPMENT.
 - A. THE EXISTING CITY OF ST. AUGUSTINE PUMP STATION TELEMETRY SYSTEM SHALL BE EXPANDED BY THE TELEMETRY SYSTEM SUPPLIER WHO SHALL PROVIDE ALL THE EQUIPMENT AND APPURTENANCES AND SHALL BE RESPONSIBLE FOR THE SATISFACTORY OPERATION OF THE ENTIRE SYSTEM.
 - B. THE ADDITIONS AND MODIFICATIONS TO THE EXISTING TELEMETRY SYSTEM SHALL INCLUDE RADIO COMMUNICATIONS SYSTEM, PLC INTERFACE, AND SOFTWARE CONFIGURATION AS INDICATED OR REQUIRED FOR COMPLETE SYSTEM OPERATION.
 - C. THE TELEMETRY SYSTEM SUPPLIER SHALL BE CONTROL SYSTEMS AUTOMATION, ELKTON, FL. ATTN: ROBERT SPITZ, 804-669-7665
 - D. TELEMETRY SHALL BE FULLY FUNCTIONAL PRIOR TO CITY ACCEPTANCE.
2. THE PUMP CONTROLLER SHALL BE AN ALLEN-BRADLEY MICROLOGIX 1400 SERIES ANALOG PLC BASED UNIT MOUNTED WITHIN THE PUMP STATION CONTROL PANEL. SEE LIFT STATION CONTROL PANEL DETAIL LS-3.
3. ANTENNA MAST AS INDICATED SHALL BE PROVIDED BY THE TELEMETRY SYSTEM PROVIDER. ANTENNA, ANTENNA CABLE AND SURGE PROTECTION SHALL BE PROVIDED BY THE TELEMETRY SYSTEM SUPPLIER. THE ANTENNA SHALL BE AIMED BY THE TELEMETRY SYSTEM SUPPLIER DURING STARTUP AND TESTING.
4. THE TELEMETRY SYSTEM SUPPLIER SHALL BE RESPONSIBLE FOR OBTAINING FOR THE OWNER ALL REQUIRED FCC LICENSING REVISIONS, ETC. NECESSARY FOR THE OPERATION OF THE RADIO COMMUNICATIONS SYSTEM.
5. A FACTORY-TRAINED QUALIFIED SERVICE REPRESENTATIVE OF THE TELEMETRY SYSTEM SUPPLIER SHALL PROVIDE ALL SYSTEM INTEGRATION, INITIALIZATION, CUSTOMIZATION, STARTUP, AND TRAINING TO PROVIDE A COMPLETE AND OPERATING SYSTEM.

TYPICAL PUMP STATION ELECTRICAL EQUIPMENT INSTALLATION DETAIL
 NOT TO SCALE



TYPICAL TELEMETRY SYSTEM RTU SCHEMATIC DIAGRAM
 SEE PUMP CONTROL PANEL DETAIL LS-3
 NOT TO SCALE

ALL FITTINGS AND COMPONENTS TO MEET CURRENT NEC REQUIREMENTS

NOTE:
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CITY OF ST. AUGUSTINE
LIFT STATION DETAILS
ELECTRICAL EQUIPMENT

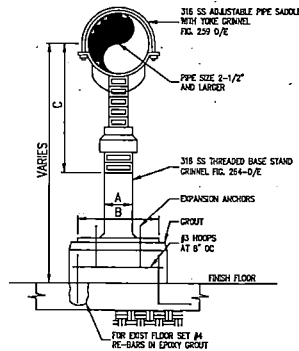
REVISION
 DATE: FEB 2017
 NOT TO SCALE: LS-5



COSA LIFT STATION DETAILS
ALPHA-OMEGA HOUSE
 ST. JOHNS COUNTY
 PALMADIR, FL
 ALPHA-OMEGA MIRACLE HOUSE, INC.

MATTHEWS DESIGN GROUP, INC.
 P.O. BOX 3126, 7 WALDO STREET
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 FAX: 904.828.1134
 INFO@MATTHEWSDSIGN.NET

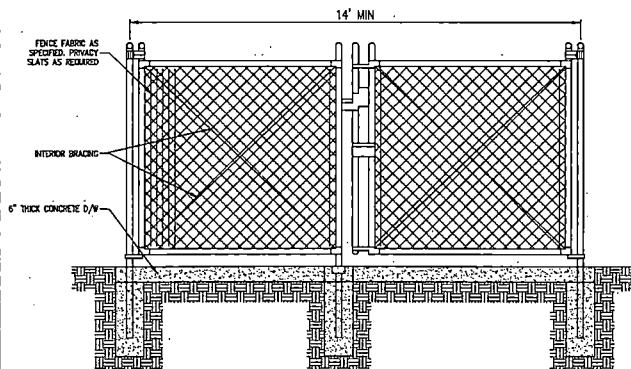
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- NOTES: STATION PIPE SUPPORT
1. PROVIDE HALF ROUND ROD INSULATION AND ISOLATION SHIELD, SIMILAR TO DOWELL FIG. 167 OR ELDEX FIG. 219 WHEN PIPING IS INSULATED.
 2. PROVIDE NEOPRENE WAFFLE ISOLATION PAD SIMILAR TO MASON TYPE "W" OR KOPFUND KOPFUND AS UNDER SUPPORT FOOT WHEN PIPING IS ISOLATED OR SUPPORT IS ADJACENT TO MECHANICAL EQUIPMENT.
 3. FOR BASE, HEIGHT, AND FLANGE DIMENSIONS, SEE TABLE.
 4. ALL DIMENSIONS IN TABLE ARE IN INCHES.

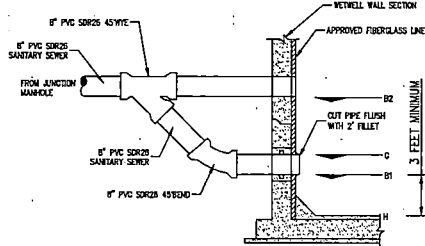
PIPE SIZE	A	B	C	MIN.	MAX.
2-1/2"	2-1/2"	6"	6"	13-1/4"	13-1/4"
3-1/2"	2-1/2"	6"	6"	13-1/4"	13-1/4"
4"	3"	6"	6"	14-1/4"	14-1/4"
6"	3"	6"	6"	16-1/4"	16-1/4"
8"	3"	6"	6"	18-1/4"	18-1/4"

PIPE SUPPORT
NOT TO SCALE



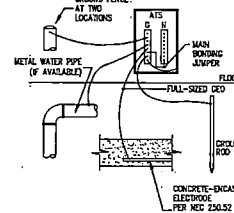
DOUBLE GATE DETAILS
NOT TO SCALE

CITY OF ST. AUGUSTINE LIFT STATION DETAILS – SUPPLEMENTARY DETAILS



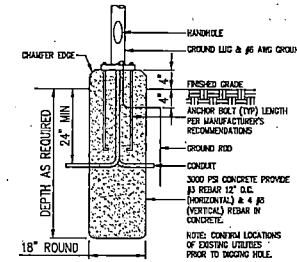
GRAVITY DROP CONNECTION DETAIL
NOT TO SCALE

NOTE: IF DIMENSION BETWEEN B2 & B1 IS 3 FEET OR LESS, GRAVITY DROP CONNECTION IS NOT REQUIRED.

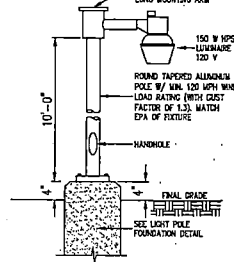


NOTE: BOND A GROUND ELECTRICAL SYSTEM FOR NEW SECTION P20 AND ALL LOCAL CODES AND STATUTES. TEST GROUND 1000 TO ENSURE A MAXIMUM RESISTANCE TO GROUND OF 10 OHMS. ADD ADDITIONAL GROUND RODS AS NECESSARY TO MEET THIS REQUIREMENT. CONTRACTOR TO SUBMIT GROUND TEST RESULTS TO THE CITY.

GENERAL GROUNDING DETAIL
NOT TO SCALE

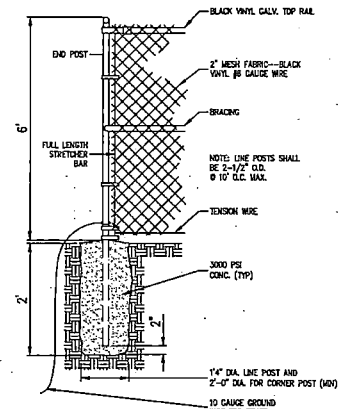
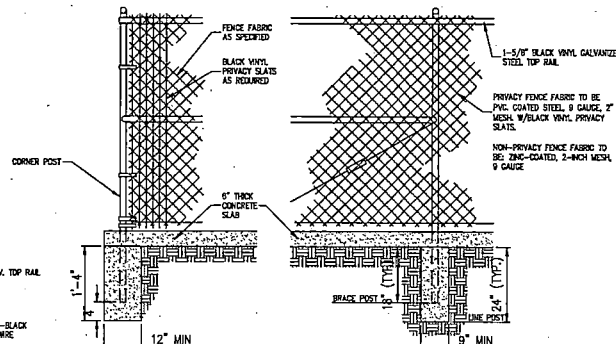


LIGHT POLE FOUNDATION
NOT TO SCALE

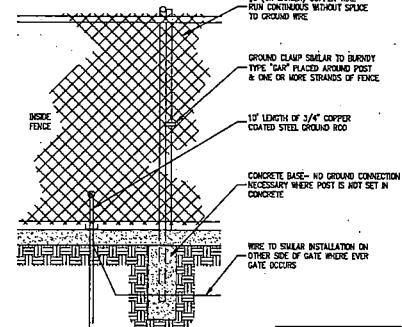


LIGHT POLE DETAIL
NOT TO SCALE

1. LUMINAIRE SHALL BE AS MANUFACTURED BY DATELINE OR APPROVED EQUAL. (CAT No. WAP-150-S-KX-PE-12-P)



FENCE DETAIL
NOT TO SCALE



FENCE DETAILS
NOT TO SCALE

CITY OF ST. AUGUSTINE
LIFT STATION DETAILS
SUPPLEMENTARY DETAILS

REVISION
DATE: FEB 2017
NOT TO SCALE
LS-8

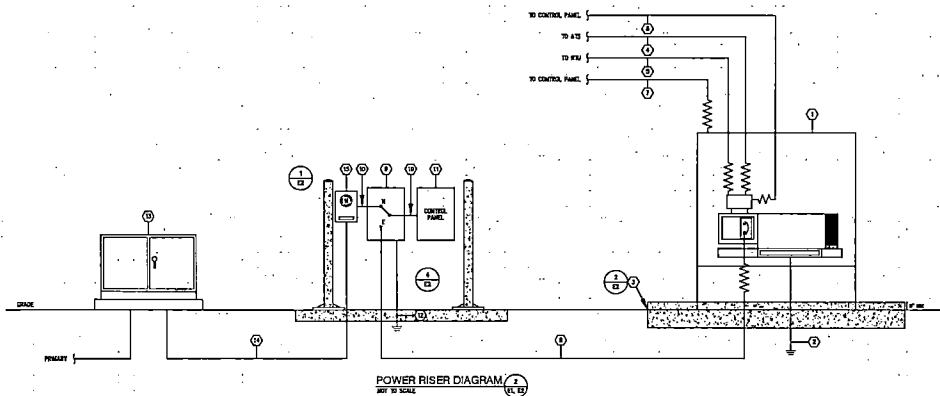


COSA LIFT STATION DETAILS
ALPHA-OMEGA HOUSE
ST. JOHNS COUNTY
ALPHA-OMEGA MIRACLE HOME, INC.

MATTHEWS DESIGN GROUP, INC.
P.O. BOX 3126, 7 WALDO STREET
ST. AUGUSTINE, FLORIDA 32084
PHONE: 904.824.1334
FAX: 904.824.1334
INFO@MATTHEWSDSIGN.NET

REV.	DATE	DESCRIPTION	CLB	TAG/ITS
1	07/19/19	REVISION FOR LUMINAIRE COMMENTS	CLB	
2	07/19/19	REVISION FOR LUMINAIRE COMMENTS	CLB	
3	07/19/19	REVISION FOR LUMINAIRE COMMENTS	CLB	
4	07/19/19	REVISION FOR LUMINAIRE COMMENTS	CLB	
5	07/19/19	REVISION FOR LUMINAIRE COMMENTS	CLB	

CITY OF ST. AUGUSTINE LIFT STATION DETAILS
EMERGENCY GENERATOR SPECIFICATIONS AND DETAILS



SPECIFIC NOTES:

- [illegible]

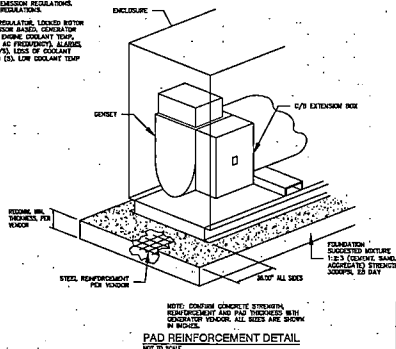
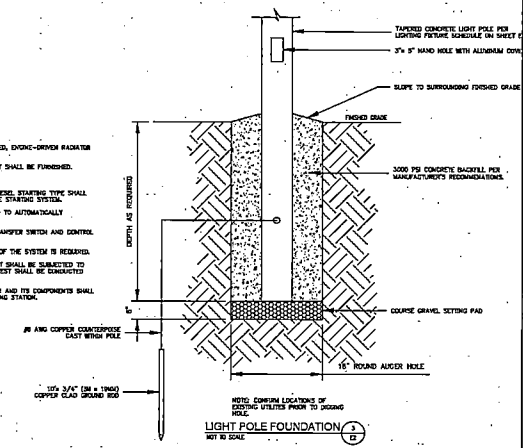
GENERAL NOTES:

- [illegible]

NOTE: THIS DRAWING IS ISSUED BY THE CITY OF ST. AUGUSTINE FOR
GENERAL INFORMATION ONLY. THE USER OF THIS DRAWING SHALL
ENGAGE THE SERVICES OF LICENSED PROFESSIONAL ENGINEERS TO
DESIGN THE ELECTRICAL AND STRUCTURE FEATURES SHOWN ON THIS
DRAWING.

LIGHTING FIXTURE SCHEDULE

NAME	BAR#	CATALOG NO.	LAMP		VOLT	WATTAGE	NOTES	DESCRIPTION / INSTALLATION
			NO.	TYPE				
A	DATELINE	WW 130 S XC-12, A	1	100W PPS	120	POLE		POLE MOUNTED AREA LIGHT, ALUMINUM, WET LOCATION, WITH BUILT-IN PHOTOCELL, PROVIDE POLE TOP ADAPTOR TO ACCOMMODATE FIXTURE, MOUNT AT 10' ABOVE GRADE PROVIDE TYPE S 1/4" CURVED CONCRETE POLE WITH HANDCABLE, AND TIEOFF, PROVIDE 1 1/4" ABOVE AT



CITY OF ST. AUGUSTINE
LIFT STATION DETAILS
EMERGENCY GENERATOR

REVISION DATE:	FEB 2017
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MATTHEWS DESIGN GROUP, INC.

COSA LIFT STATION DETAIL

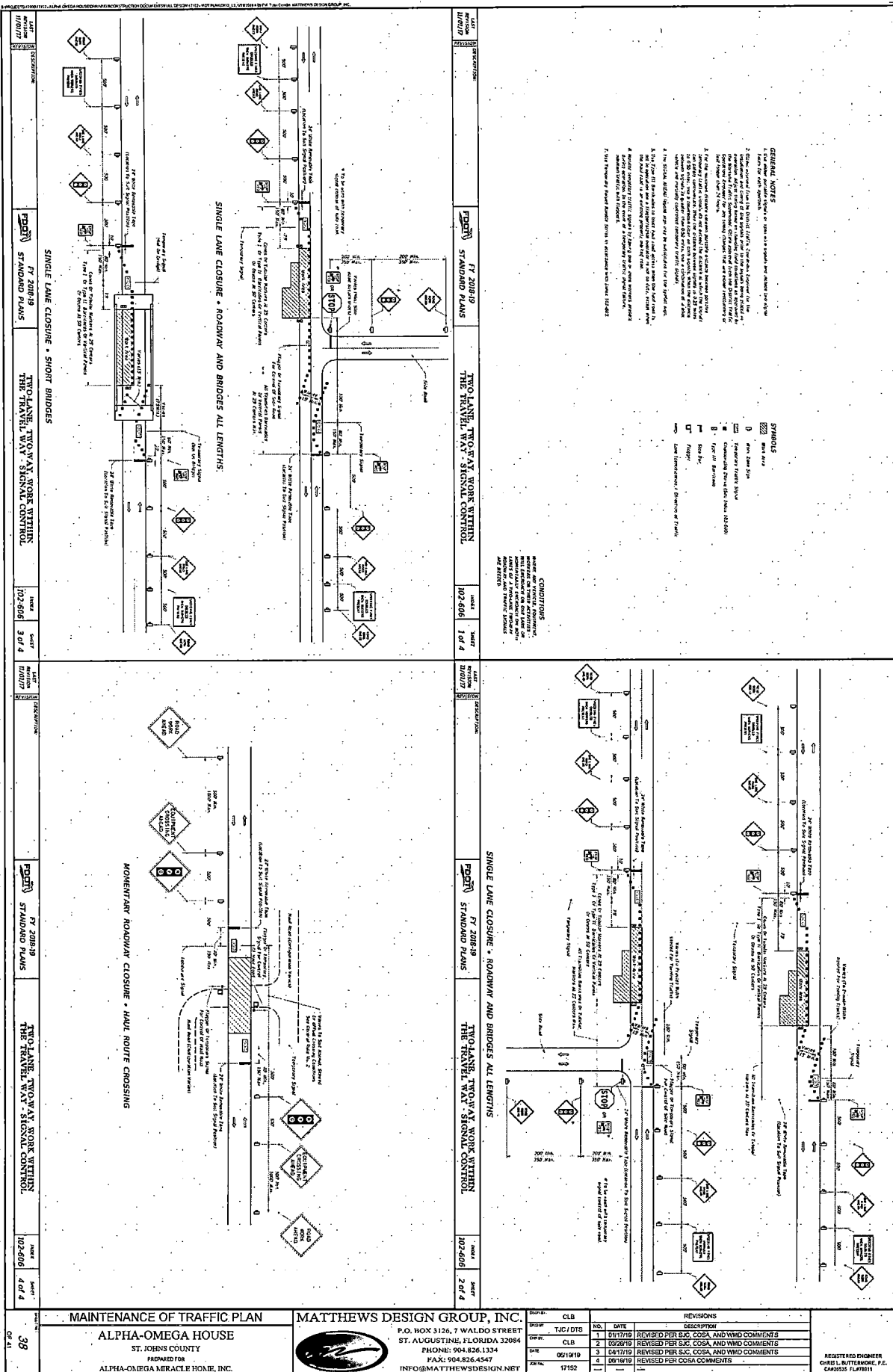
REGISTERED ENGINEER
CHRIS L. BUTTERMORE, P.E.

REVISED PER SJC, COSA, AND WIND COMMENTS
REVISED PER COSA COMMENTS

PHONE: 904.826.1334
FAX: 904.826.4547

AT OMAHA, NEBRASKA, TO BE PREPARED FOR
BY THE OMAHA, NEBRASKA, TO BE PREPARED FOR

1



NOTE TO CONTRACTORS:

[illegible][illegible][illegible][illegible]



City of St. Augustine
STATEMENT OF WATER / SEWER AVAILABILITY
*** CONCLUSIVE - FINAL STATEMENT ***
GENERAL COMMERCIAL PROJECT



Public Works Department ▪ City Hall, 75 King Street, Lobby B - 4th Floor ▪ PO Box 210 ▪ St. Augustine, FL 32085-0210
www.CityStAug.com ▪ Phone: (904) 825-1040 ▪ Fax: (904) 209-4286 ▪ Email: UtilConnect@CityStAug.com

Subject Property of this Availability Statement:		Outside City Limits
Street Address: Multiple, see page 4	Project: Alpha-Omega Miracle Home	Additional Description: 11 Building project: Building #3 and Infrastructure
Parcel #(s): 083770-0070, 083850-0000, 083880-0000, 083880-0010, 083890-0000, 084400-0000, 084450-0100		
Reason for Request: Construction - NEW Development		

Applicant:			
Name: Lisa Franklin	Business: Alpha-Omega Miracle Home, Inc.		
Mailing Address: 1797 Old Moultrie Road, Suite 107	Email: lisa@aomh.org	Phone: (904) 823-8588	
City: St. Augustine	State: Florida	Zip Code: 32084	

WATER Availability – Domestic (potable) & Landscape Irrigation:			
Determination: AVAILABLE	Service Location: Per City-Approved Civil Engineering Plans		Utility Acct #: TBD
# Services: 1 Size: 4" Tap & 3" Meter w/ BFP Use: Domestic (potable)	# Services: 1 Size: 2" Tap & 2" Meter w/ BFP Use: Landscape Irrigation	# Services: 1 Size: 1" Tap & 1" Meter w/ BFP Use: Lift Station	# Services: Size: Use:
Utility Work BY DEVELOPER's CONTRACTOR(s): Responsible for ALL aspects of Utility Construction & Plumbing per City-Approved Civil Engineering Plans, Specifications, Standards & Details, including all Backflow prevention devices installation and testing			
Utility Work BY CITY UTILITY CREW: SET water meters in meter boxes FULLY constructed by Developer's Contractor			

WATER Availability – Fire Protection / Sprinkler Service:				
Determination: AVAILABLE		Service Location: Per City-Approved Civil Engineering Plans		Utility Acct #: TBD
# Services: 1 Size: 8" Tee & 8" Backflow Use: Fire Supply line	# Services: 3 Size: 6" Taps Use: Fire Hydrants	Utility Work BY DEVELOPER's CONTRACTOR(s): Responsible for ALL aspects of Utility Construction & Plumbing per City-Approved Civil Engineering Plans, Specifications, Standards & Details		
Utility Work BY CITY UTILITY CREW: INSPECTION ONLY				

SANITARY SEWER Availability:			
Determination: AVAILABLE by Line Extension by Developer		Service Location: Per City-Approved Civil Engineering Plans	Utility Acct #: TBD
# Services: 1 Type: Force Main	# Services: 11 Type: 6" Gravity Sewer Lateral	Maintenance of Sewer Collection System: PUBLIC - City Owned & Maintained	
Utility Work BY DEVELOPER's CONTRACTOR(s): Responsible for ALL aspects of Utility Construction & Plumbing per City-Approved Civil Engineering Plans, Specifications, Standards & Details			
Utility Work BY CITY UTILITY CREW: INSPECTION ONLY			



City of St. Augustine

STATEMENT OF WATER / SEWER AVAILABILITY

* CONCLUSIVE - FINAL STATEMENT *

GENERAL COMMERCIAL PROJECT



Public Works Department ▪ City Hall, 75 King Street, Lobby B - 4th Floor ▪ PO Box 210 ▪ St. Augustine, FL 32085-0210
www.CityStAug.com ▪ Phone: (904) 825-1040 ▪ Fax: (904) 209-4286 ▪ Email: UtilConnect@CityStAug.com

Statement Date: 2/5/2021

VOID AFTER: 9/30/2021

Availability

Verified By:

Signature:

Name: Daniel Borrer

Title: Development & Utility Coordinator

FLOW Calculation:

PROPOSED Flow per City Code: 1,200 Gallons Per Day (GPD) WATER, 840 Gallons Per Day (GPD) Sewer [Building #3 with 4 Residential Dwelling Units each @ 300 GPD Water and 210 GPD Sewer]

CREDIT for Previous Use (If Available per City Code): NOT APPLICABLE; NO CREDIT AVAILABLE

Additional Info or Data (if applicable): 500 Annualized Average Daily Flow (AADF) [Landscape Irrigation Calculated Water Usage]

NET Flow per City Code: 1,700 Gallons Per Day (GPD) WATER and 840 Gallons Per Day SEWER

Final - Conclusive FLOW & CONNECTION FEES

For: Construction per City Approved Plans

Payment Due: Prior to and within 6 Months of City Pre-Construction Meeting

Fees per City Code:	Water	Sewer	Total
Gallons Per Day	1,700 GPD	840 GPD	
Flow-Based Fees	\$12,648.00	\$6,669.60	\$19,317.60
NW Forcemain Surcharge		\$4,090.80	\$4,090.80
Tap & Meter Fees	\$12,370.00	\$3,960.00	\$16,330.00
Inspection Fees	\$1,056.00	\$7,153.00	\$8,209.00
Restoration Fees	By Developer	By Developer	\$ 0.00
Permit Fees	By Developer	By Developer	\$ 0.00
Other Charges / Credits *	N/A	N/A	\$ 0.00
Total	\$26,074.00	\$21,873.40	\$47,947.40

FOR CITY USE ONLY

Account Code	Amount	Account Code	Amount
WTRCON:	\$12,648.00	WTRTAP:	\$12,370.00
SWRCON:	\$6,669.60	SWRTAP:	\$3,960.00
INDUST:	\$4,090.80	U-MISC:	\$8,209.00
Total:		\$47,947.40	

Additional Information (if applicable):

Landscape Irrigation volume provided by Matthews Design Group, Inc. April 26, 2019.

PAYMENT:

This Statement becomes VOID after 5:00 PM on "VOID AFTER" date, unless plans are approved by City and fees are paid prior to this date. Statement is not a commitment for utility service. Full fee payment establishes utility commitment.

- Pay In Person:** Cash, check, credit card (Visa/Mastercard). City Hall - 75 King Street - Public Works - Elevator B - 4th Floor.
- Pay By Mail:** Check payable to City of St. Augustine. Send to: City Public Works Department - PO Box 210 - St. Augustine, Florida 32085-0210. Clearly reference "Utility Fees" and the Project Name on the check.
- Pay By Financing:** This option may be available and only as determined for specific projects by the City Finance Department. Call the Finance Department at (904) 825-1030 to inquire about the City's Commercial Deferred Payment Program.

Statement Date: 2/5/2021

Subject Property: multiple, see STRAP

Page 2 of 4

Statement of Availability is not valid and complete without all pages.



City of St. Augustine
STATEMENT OF WATER / SEWER AVAILABILITY
*** CONCLUSIVE - FINAL STATEMENT ***
GENERAL COMMERCIAL PROJECT



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ALL CHECKED ITEMS APPLY TO THIS STATEMENT:

Read the following checked items carefully and retain this document for future reference.

- ☐ This is a Preliminary Statement based solely on information provided by applicant without benefit of City-approved construction plans. The City currently has uncommitted water/wastewater capacity available.
- ☐ A conclusive, final Statement will be provided and fees may be paid after construction plans are approved by City Public Works Department. Refer to attached Connection Fee Payment Policy for more information.
- ☐ Refer to the attached existing City utility information for project planning purposes. Utility mains, services and meter sizes must be determined by developer's professional consultants with applicable calculations provided to City for review.
- ☒ Any existing water/sewer services not utilized for proposed project must be cut and capped/repared at the main line at Developer's cost. Existing water/sewer services may require repair or replacement to properly serve the project. Developer is responsible for investigation and repairs or replacement at City's direction.
- ☐ A City Public Works permit will be required for this project. Refer to City Public Works website for information, application forms, fee schedules, permitting process and construction requirements. (www.CityStAug.com)
- ☐ Developer's civil engineer is encouraged to schedule one no-charge 30-minute pre-application meeting with Public Works staff for review of preliminary design plans. Contact City Public Works Permit Technician to schedule and with questions related to permitting forms, requirements and process: (904) 209-4375 or PWPermits@citystaug.com
- ☒ Developer is responsible for all land surveying, testing, design, permits, approvals, construction, materials, restoration and costs. Following City acceptance of utilities, City will own and maintain domestic water lines up to and including meter assemblies; fire protection taps; public fire hydrants; and sanitary sewer manholes, mains and service lines up to first cleanout on lateral. Developer is responsible for protecting utilities during all construction activities. City will not be responsible for damage. Repair costs incurred by City may be charged back to developer.
- ☒ The City will inspect construction by developer's Florida licensed underground utility contractor who must obtain performance and maintenance bonds in favor of the City in accordance with City bond requirements (copy attached for reference). Developer, consultants and contractors must adhere to current City Construction and Dedication Requirements in effect at time of construction (copy attached for reference). Utilities not constructed to City standards and specifications will not be placed in service.
- ☒ Flow-Based Utility Fees are a one-time fee to reserve treatment capacity for a specific property. Once paid, these fees do not expire and may be applied toward future uses of the property, subject to limitations in City Code Section 26. Once placed in service, fees cannot be refunded. Paid Flow-Based Fees may only be refunded subject to conditions in City Code Section 26. Paid Flow-Based Fees cannot be transferred to another property.
- ☐ The City Utility will be responsible for the work required to provide service as described on page 1 of this Statement. **Allow ____ days for service installation by City, following payment of connection charges.** It is applicant's responsibility to plan ahead. Substantial time may be required to obtain permits, order materials and schedule work.
- ☒ General Utility Service Information:
 - Building connection and all plumbing on customer side of water meter/sewer tap are customer's responsibility.
 - The City owns water services from the main up to and including the meter and box. The City owns sewer services from the main up to the property line or the first cleanout on the service lateral (for public sewer systems).
 - Customer is responsible for installation, ownership, maintenance and yearly testing of backflow preventers.
- ☒ To UNLOCK water meter following installation, contact **City Customer Service** at (904) 825-1037 or UtilityBilling@CityStAug.com to open/activate utility account and for all utility account questions, any deposits that may be required, and monthly bill information.

Statement Date: 2/5/2021

Subject Property: *multiple, see STRAP*

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Statement of Availability is not valid and complete without all pages.



City of St. Augustine

STATEMENT OF WATER / SEWER AVAILABILITY

* CONCLUSIVE - FINAL STATEMENT *

GENERAL COMMERCIAL PROJECT



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- ☐ For service installations by City Utility Department (following connection fee payment):
- Contact Utility Department about service installation schedule and any questions regarding existing service taps. (904) 825-1043, Ext # 21.
 - Coordinate closely with the Utility Department for service tap location. City is not responsible for building service lines installed to points that are unacceptable for City taps.
 - City will not schedule installation until customer has cleared the lot, placed stakes for desired sites of water meter/sewer service, and final graded those locations. Notify Utility Department when these tasks are complete.
- ☒ Gravity sanitary sewer connections:
- Customer is responsible for cleanout at property line. Building sewer connection must be made to lateral stubout, not cut-into cleanout standpipe. Only gasketed fittings allowed below ground – no screw-on or glued fittings. Cleanout cap must be adjusted to finished grade. Cleanouts in sidewalks shall be ADA compliant. Cleanouts in vehicular traffic areas shall be H-20 traffic rated.
 - Inspection of sewer connection is required while trench is open. Call (904) 825-1043, Ext #21 to schedule inspection.
- ☒ Pressurized sanitary sewer "force" main connections:
- Contact Public Works at (904) 209-4375 for questions regarding connections to pressurized sanitary mains.
 - Customer is responsible for grinder pump, connection and all plumbing on customer side of sewer tap.
 - Upgrades to grinder pump may become necessary in the future and will not be the City's responsibility.
 - Inspection of sewer connection is required while trench is open. Startup test of pump is required prior to use.
 - Customer must provide copy of grinder pump Performance Curve and Technical Specs to City.
- ☒ Unused septic tanks must be properly abandoned as required by law. Fines may be imposed if septic tank is not abandoned. Contact St. Johns County Health Department at (904) 823-2514 regarding septic tanks and drainfields.

Additional Comments by City Reviewer:

The remaining Statements of Availability for each Building will be provided under separate cover. Payment will be due prior to Building permits.

City Lift Station – 135 Miracle Way
 Bldg #3 – 81 Miracle Way

XC:

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

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

Chris Buttermore, P.E. Matthews Design Group via email:

chris@mdqinc.com

Mary Helper, AOMH via email: mary@aomh.org

FOR CITY USE ONLY

To Design & Drafting:					Materials Ordered:	
Permit Submitted:			Received:		Field Work Completed:	
To T&D Division:					Field Drawings Made:	
Locate Ticket #:					Set Meter / Inspection:	
Service Installation:	Stake-W	Stake-S	Poly Stub-out	Per Attached Plans	Contact to Coordinate:	
	Set Meter(s) Only		Inspect Sewer Connection	# of BACKFLOW PREVENTERS to be installed and tested by Developer's plumber		

Statement Date: 2/5/2021

Subject Property: multiple, see page 4

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Statement of Availability is not valid and complete without all pages.