



**CITY OF ST. AUGUSTINE CITY COMMISSION  
REGULAR MEETING AGENDA  
MONDAY, AUGUST 22, 2022 - 5:00 PM  
ALCAZAR ROOM**

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**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.** Eryn Russell, Ambassador for the Florida League of Cities, Inc. will present a proclamation to the City of St. Augustine in honor of the 200th anniversary of the City being incorporated into the United States.

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

- ◆ 3 minutes per individual

**5. CONSENT AGENDA**

**6. APPEALS**

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

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

- 7.A. General Public Presentations**
- 7.B. Items of Great Public Importance**
- 7.C. Other Items Requiring Public Hearing**

**8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED**

**8.A. Ordinances - Second Reading**

- 8.A.1. Ordinance 2022-23:** Regulates and posts idle speed - no wake zones. (*R. Thibault, Assistant City Attorney*)

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

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

**9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED**

**9.A. Ordinances - First Reading**

**9.B. Resolutions**

**10. STAFF REPORTS AND PRESENTATIONS**

- 10.A.** Review of agreements between the City and St. Augustine Historical Tours, Inc. d/b/a Old Town Trolley Tours, for the upcoming Nights of Lights event. (*J. Piggott, Director General Services*)

**11. ITEMS BY CITY ATTORNEY**

**12. ITEMS BY CITY CLERK**

**13. ITEMS BY CITY MANAGER**

**14. ITEMS BY MAYOR AND COMMISSIONERS**

- 14.A.** Resilient First Coast Partner Agreement to work collaboratively to make our region more resilient to extreme weather. (*R. Horvath, Commissioner*)

**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.

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**CONSENT AGENDA - AUGUST 22, 2022**

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- CA.1.** Preview of upcoming Commission meetings.
- CA.2.** **THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON SEPTEMBER 12, 2022:**
- CA.3.** **Reminder of Upcoming Meetings:**
- September 8, 2022, 5:05pm, Special Commission Meeting and public hearing for fiscal year 2023 budget and tentative millage rate adoption
  - September 12, 2022, 5:00pm, City Commission Meeting
  - September 22, 2022, 5:05pm, Special Commission Meeting and final public hearing for fiscal year 2023 budget and final millage rate adoption
  - September 26, 2022, 5:00pm, City Commission Meeting
- CA.4.** **APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:**
- July 25, 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.** Approval of license for use of City right-of-way at 1600 Ponce de Leon Boulevard North for the installation, use and maintenance of the irrigation system. *(R. Franklin, Director Public Works)*
- CA.9.** Approval of the nomination of Greg White for the 2022 Order of La Florida Award. *(T. Upchurch, Mayor)*
- CA.10.** Invoice in the amount of \$2,520.00 from Cavendish Partners, P.A. for legal services in the Smith v. City of St. Augustine matter. *(I. Lopez, City Attorney)*
- End Consent Agenda*

**CITY OF ST. AUGUSTINE**

**MEMORANDUM**

TO: John P. Regan, City Manager

DATE: August 10, 2022

RE: **ORDINANCE 2022-23: IDLE SPEEDS-NO WAKE ZONES**

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Ordinance 2022-23 regulating and posting idle speed-no wake zones. The ordinance includes affidavits from Reuben Franklin and William "J.B." Miller evidencing the conditions along the channel, Hospital Creek, and Bird Island a/k/a Julia's Island.

Procedurally, after the City Commission adopts the ordinance with its exhibits, identifying the statutory dangerous conditions that support an "Idle Speed-No Wake Zone", it must be transmitted to the Fish and Wildlife Conservation Commission ("FWCC") for their review. The FWCC, by statute, will determine if there is substantial competent evidence of dangerous conditions warranting the boating restriction.

Please place Ordinance 2022-23 on the regular City Commission agenda for second reading on August 22, 2022.

Thank you.



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Richard K. Thibault  
Assistant City Attorney

Attachment

xc: Meredith Breidenstein, Assistant City Manager  
Darlene Galambos, City Clerk (*with original*)

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**Agenda Title:**

Ord 2022-23: regulating and posting idle speed-no wake zones.



**ORDINANCE NO. 2022-23**

**AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING THE CODE OF THE CITY OF ST. AUGUSTINE CREATING SECTION 7-4 REGULATING AND POSTING IDLE SPEED-NO WAKE ZONES; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 327.46(1)(c)1., Florida Statutes grants municipalities the authority to establish boating-restricted areas by ordinance within the portion of the Florida Intracoastal Waterway within their jurisdiction; and

**WHEREAS**, the City Commission of the City of St. Augustine endorses boating safety, education, and measures to provide a safer environment for all boating activities and the protection of property and individuals within the city limits; and

**WHEREAS**, the Florida Fish and Wildlife Conservation Commission (FWCC) supports the City's intent to provide for boating safety, education, and measures to provide a safer environment for all boating activities and the protection of property and individuals within the city limits; and

**WHEREAS**, Chapter 327.46(1)(c)1., Florida Statutes, provides the City with authority to establish an ordinance requiring idle speed, no wake boating-restricted areas within 300 feet of a confluence of water bodies presenting a blind corner, a bend in a narrow channel or fairway, or such other areas containing an intervening obstruction to visibility that may obscure other vessels or other users of the waterway; and

**WHEREAS**, City of St. Augustine staff observed and photographed areas of boating congestion related to recreational motor boats anchored or beached in the vicinity of Bird Island (a/k/a Julia's Island), including potentially dangerous conditions related to high speed travelling vessels approaching anchored vessels, identified in the attached and incorporated by reference Exhibit "A"; and

**WHEREAS**, City of St. Augustine staff observed blind corners at approximately the entrance of Hospital Creek, and the northern and southern entrance to the channel adjacent to Bird Island. In addition, staff observed bends in narrow channels while

conducting condition surveillance in the area as depicted on aerial photographs, identified in the attached and incorporated by reference Exhibit "B"; and

**WHEREAS**, the restricted zone includes areas that are subject to potentially hazardous water levels or currents, or containing other navigational hazards such as impromptu anchored or beached recreational vessels; and

**WHEREAS**, the restricted zone includes areas that are subject to significant risk of collision and a significant threat to boater safety; and

**WHEREAS**, pursuant to the 1925 Special Act of the Florida Legislature, at Section 9, the State of Florida granted to the City of St. Augustine all sovereign submerged lands formerly owned by the State, and Bird Island (a/k/a Julia's Island) is owned by the City of St. Augustine; and

**WHEREAS**, the City Commission of the City of St. Augustine has determined that substantial competent evidence of hazardous boating conditions is supported by the record and that the ordinance is necessary to protect public safety; and

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

**WHEREAS**, the City Commission of the City of St. Augustine respectfully requests that the Florida Fish and Wildlife Conservation Commission review and approve this ordinance pursuant to Section 166.041(4), Florida Statutes.

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

Section 1. Creating Chapter 7, Article I, Section 7-4. Chapter 7, Article I, Section 7-4 of the Code of the City of St. Augustine is hereby created to read as follows:

**Section 7-4. - Idle Speeds-No Wake Zone.**

The City of St. Augustine limits the boating speed in certain regulated waters within the city limits, with review and approval of the Florida Fish and Wildlife Conservation Commission pursuant to Section 166.041(4), Florida Statutes.

An "Idle Speed-No Wake Zone" is hereby designated at the entrance bends of Hospital Creek and through the northern and southern entrances to the Intercoastal Waterway channel adjacent to Bird Island (a/k/a Julia's Island).

Vessels operating within boating-restricted areas posted "Idle Speed-No Wake Zone" must proceed at a speed no greater than necessary to maintain steerageway.

The following locations will be posted "Idle Speed-No Wake Zone" by their Global Positioning System (GPS) points as follows:

- (a) North of Bird Island (East sign): 29° 54.480' N, 81° 18.228' W
  - (b) North of Bird Island (West sign): 29° 54.518' N, 81° 18.265' W
  - (c) South of Bird Island (East sign): 29° 54.114' N, 81° 18.579' W
  - (d) South of Bird Island (West sign): 29° 54.113' N, 81° 18.615' W
  - (e) Hospital Creek (East sign): 29° 54.210' N, 81° 18.742' W
  - (f) Hospital Creek (West sign): 29° 54.202' N, 81° 18.767' W
  - (g) Unnamed creek: 29° 54.110' N, 81° 18.721' W
1. It is unlawful for any person to operate a vessel in a prohibited manner or to carry on any prohibited activity within a boating-restricted area which has been clearly marked by regulatory markers as authorized under Chapter 327.46, Florida Statutes.
  2. Restrictions in a boating-restricted area established pursuant to this section shall not apply in the case of an emergency or to a law enforcement, firefighting, or rescue vessel owned or operated by a governmental entity.
  3. Enforcement. Provisions of this section shall be enforced by the division of law enforcement of the Fish and Wildlife Conservation Commission (FWCC), the Sheriff of St. Johns County and his or her deputies, or the chief of Police of the City of St. Augustine and his or her officers. Each agency so listed has authority to issue citations for violations.
  4. Any violation of this section is deemed to be a non-criminal infraction punishable under Section 7-93 of the Code of the City of St. Augustine as follow
    - (a) For a first offense, \$100.00
    - (b) For a second offense: \$250.00
    - (c) For a third or subsequent offense: \$500.00

Section 2. Inclusion in Code. The City Commission intends that the provisions of this ordinance shall become and shall be made part of the Code of the City of St. Augustine, that the sections of this ordinance may be renumbered or relettered and that

the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

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

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

Section 5. Effective Date. This ordinance shall become effective after passage, pursuant to Section 166.041(4), Florida Statutes, and upon review and approval by the Florida Fish and Wildlife Conservation 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)

**EXHIBIT "A"**  
**AFFIDAVIT AND**  
**CONDITION PHOTOGRAPHS**  
**OF ANCHORED/BEACHED**  
**VESSELS AT BIRD ISLAND**

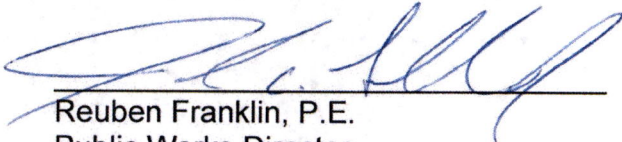
**AFFIDAVIT OF REUBEN FRANKLIN, P.E.**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before me appeared the undersigned affiant, **Reuben Franklin**, who after being duly sworn, stated:

1. I am over the age of 18 and qualified to make this affidavit.
2. I have been employed with the City of St. Augustine since 2010 and have been the Director of Public Works since October of 2019.
3. On May 28, 2022, I personally took the attached photographs of boats anchored around Bird Island a/k/a Julia's Island.
4. I am familiar with the boating conditions around Bird Island a/k/a Julia's Island and the photographs I took accurately depict the conditions.

FURTHER AFFIANT SAYETH NAUGHT.

  
\_\_\_\_\_  
Reuben Franklin, P.E.  
Public Works Director

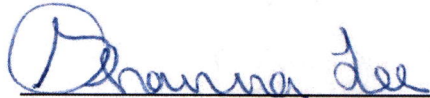
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I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☒ physical presence or ☐ online notarization, **Reuben Franklin**, who is personally known to me, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 14<sup>th</sup> day of July, 2022.



SHANNALEE  
Commission # GG 329333  
Expires June 6, 2023  
Bonded Thru Budget Notary Services

  
\_\_\_\_\_  
Notary Public, State of Florida







































**EXHIBIT “B”**  
**AFFIDAVIT AND**  
**MAP**



**AFFIDAVIT OF WILLIAM "J.B." MILLER**

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

Before me appeared the undersigned affiant, **William "J.B." Miller**, who after being duly sworn, stated:

1. I am over the age of 18 and qualified to make this affidavit.
2. I am the Land Management Coordinator for the City of St. Augustine.
3. I am familiar with the area and have coordinated with the Florida Fish and Wildlife Conservation Commission on the conservation efforts at Bird Island a/k/a Julia's Island.
4. I prepared the attached map and the area depicted on the map accurately represents a popular local anchoring and beaching boat area along Bird Island a/k/a Julia's Island, and the points identified as blind curves are accurate.

FURTHER AFFIANT SAYETH NAUGHT.



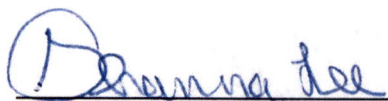
William "J.B." Miller  
Land Management Coordinator

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☒ physical presence or ☐ online notarization, **William "J.B." Miller**, who is personally known to me, 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 14<sup>th</sup> day of July, 2022.



SHANNALEE  
Commission # GG 329333  
Expires June 8, 2023  
Bonded Thru Budget Notary Services



Notary Public, State of Florida



# Idle Speed - No Wake Zone





# Idle Speed - No Wake Zone







**St. Augustine Port, Waterway & Beach District**

P.O. Box 4512  
St. Augustine, Florida 32085-4512  
(904) 824-0113

August 9, 2022

**Commissioners-**

We, the commissioners of the St. Augustine Port, Waterway and Beach District, write to urge you to approve the City of St. Augustine's application for an Idle Speed/No Wake Zone in the area of Bird Island and Hospital Creek. The area under consideration has become an extremely popular spot for fishing and boat beaching, as well as a point of access to the Intercoastal Waterway for kayakers who launch from a small ramp further up Hospital Creek. This increasingly heavy usage, combined with the area's narrow channels and many blind turns, has created the potential for serious accidents. Without speed regulation, the safety of all those who use this waterway is in jeopardy.

We thank you for your consideration, and look forward to continuing to work with the Fish and Wildlife Commission in the future.

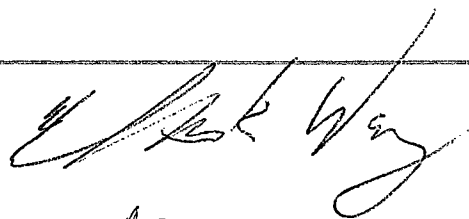
Sincerely,

Jane West  
Sandy Flowers  
Chris Way  
Tom Rivers  
Matt Brown

St. Augustine Port, Waterway and Beach District

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St. Augustine Police Department  
151 King Street  
St. Augustine, FL 32084  
Ph: 904.825.1074 (Non-Emergency)  
Fax: 904.823.4323

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August 10, 2022

City of St. Augustine, Florida  
City Commission  
75 King Street  
St. Augustine, FL 32084

RE: Proposed Ordinance 2022-23  
Idle Speed-No-Wake Zone

Dear Mayor and Commissioners:

I am writing to you in support of Ordinance 2022-23 creating an Idle Speed-No-Wake Zone along Bird Island and through dangerous blind curves in Hospital Creek. At low tide the sandbar area along Bird Island becomes a popular anchoring, fishing, and recreation area. If left unregulated, the mix of informal anchoring and recreational activity combined with nearby high-speed vessels creates a dangerous situation. As Chief of Police I fully support recreational boating as long as reasonable regulations keep separate users safe. St. Johns County has experienced substantial population growth in the last few years and with that growth comes an increase in boating traffic. The City of St. Augustine is also a hub of tourism. Combining new residents and tourists who may not be as familiar with local boating conditions creates the potential for a future tragedy. Simply looking at reported accident data, citations or warnings does not capture the actual conditions in those areas. The numerous blind curves at the confluence of the tributaries in Hospital Creek should be approached at idle speed to avoid potential collision, but without markers warning unsuspecting boaters, we are left with open conditions to a foreseeable danger.

I appreciate your willingness to be pro-active in assuring the safety of boaters and our residents and visitors. I lend my total support to these important efforts.

Sincerely,

Jennifer Michaux  
Chief of Police



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan  
City Manager

DATE: August 10<sup>th</sup>, 2022

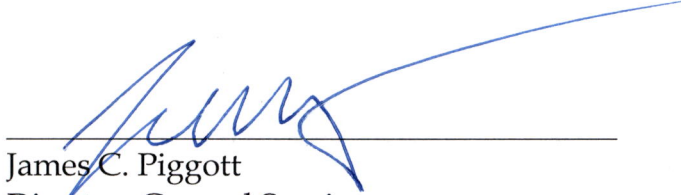
RE: Old Town Trolley (OTT) Nights of Lights (NoLs) Agreements

Attached is an agreement between the City of St Augustine (CoSA) and Old Town Trolleys (OTT) allowing OTT to operate from the promenade, by the VIC, during the Nights of Lights (NoLs) and a performance agreement that OTT will follow when hiring talent to perform in the promenade. CoSA has allowed OTT to use this space for the last several years during the NoLs.

New to this year's agreements are "last load times" and "last performance times" for different days throughout the NoLs time period. These times were discussed agreed to by both Ed Swift, owner of the OTT, Dave Chatterton, the local manager of OTT, and City manager John Regan. Staff recommends approval of both agreements.

If you concur with this presentation, please place this on the August 22<sup>nd</sup> city commission meeting under staff presentations.

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  
ENCL



## EXPANDED USAGE OF VISITORS INFORMATION CENTER AGREEMENT

This Expanded Usage Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between **St. Augustine Historical Tours, Inc.** d/b/a Old Town Trolley Tours (OTT), a Florida Corporation, whose address is 167 San Marco Ave., St. Augustine, FL 32084, and the **CITY OF ST. AUGUSTINE** (CITY), Florida, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is P.O. Box 210, St. Augustine, Florida 32085-0210.

- 1) **EXPANDED USAGE GRANTED** : The CITY does hereby grant to OTT rights of expanded usage at the Visitor's Information Center (VIC) during the period of the CITY'S Nights of Lights (NoLs) display. OTT operates the Famous Nights of Lights Trolley during this time period. This tour departs from the bus loading slot between the VIC and the Parking Garage. This expanded usage will include:
  - a. Adding stanchions and signage, which OTT will provide, to help in handling waiting lines.
  - b. OTT will provide a customer service representative and a portable desk/counter on the West porch to answer questions and provide information to guests.
  - c. OTT will provide security at the Promenade and VIC bathrooms during peak weeks and as required.
  - d. OTT agrees to provide staffing from 6:00 pm to 30 minutes past the "last load time" to sufficiently maintain, clean, sanitize, disinfect, and restock the CITY'S restrooms during the hours of operation of the Famous Nights of Lights trolley including Christmas night.
  - e. Any additional lighting that OTT deems necessary for ambience would be provided at OTT's expense.
  - f. OTT agrees to provide personnel to staff the School Board Lot if required.
  - g. OTT will pressure wash the promenade at the end of the season, and after the peak weeks, if necessary.
  - h. OTT will schedule either a police officer or security guard to work the intersection of Cordova Street and West Castillo Drive on Fridays and Saturdays, and every night during the peak period through tour hours.
  - i. OTT will schedule a security guard to work the entrance/exit of the City's parking garage on Fridays and Saturdays, and every night during the peak period through tour hours.



- j. OTT will provide one (1) Handicap Accessible Port-O-Potty and four (4) standard Port-O-Potties for use at the VIC. The exact location will be determined by the VIC supervisor. These Port-O-Potties will be emptied, cleaned, and restocked daily.
- k. OTT is allowed to place up to two (2) PODs at the VIC to be used for storage. Location of these PODs will be determined by the VIC Supervisor. Upon the completion of the NoLs these PODs will be removed within 2 weeks. Any damage to the lawn under or around the PODs will be repaired by OTT.
- l. OTT will include in its tour departure announcements, "For the courtesy of our local residents and businesses, shouting at pedestrians or other tour vehicles as well as the playing of musical and percussion instruments while on the trolley is strictly prohibited."

2) TERM: This agreement shall be in force during the period when OTT runs its Famous Nights of Lights Trolley. Specifically, the times covered are:

- a. Nightly, starting at 5:30 p.m., from Saturday, November 19, 2022 – Sunday, January 8<sup>th</sup>, 2023, the last load times are as follows:
  - Sunday thru Thursday: 10:30PM
  - Friday and Saturday: 10:45PM
  - Thanksgiving (Nov 23 – 27) 10:45PM
  - Christmas break (Dec 22 – Jan 3) 10:45PM
- b. Nightly, starting at 5:30 p.m., from Monday, January 9<sup>th</sup>, 2023 – Tuesday, January 31<sup>st</sup>, 2023, the last load times are as follows:
  - Sunday thru Thursday: 9:30PM
  - Friday and Saturday: 10:00PM

**IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement on the day and year first above written.

St. Augustine Historic Tours, Inc.  
d/b/a Old Town Trolley Tours

City of St. Augustine

By: \_\_\_\_\_  
Dave Chatterton  
General Manager

By: \_\_\_\_\_  
Authorized Signature

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM,  
LEGAL SUFFICIENCY AND EXECUTION:

\_\_\_\_\_  
Isabelle C. Lopez, City Attorney



## PERFORMANCE CONTRACT

COMES NOW the City of St. Augustine, Florida ("CITY"), whose address is P.O. Box 210, St. Augustine, Florida, 32085, and the PRODUCER identified below, who in consideration of the Performance Fee and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, agree as follows:

1. PRODUCER name: St. Augustine Historical Tours, Inc.
2. Names of Members of Performance Group, if any: To be determined.
3. Producer Contact: Dave Chatterton Telephone number: (904) 829-3800 Fax number: (904) 829-6678  
Email: [dchatterton@historictours.com](mailto:dchatterton@historictours.com)
4. Place of Performance: Visitors Information Center Porches
5. Dates of Performance: November 19, 2022 through January 31, 2023, excluding days when patio areas are reserved for other functions.
6. Times of performances: This agreement shall be in force during the period when OTT runs its Famous Nights of Lights Trolley. Specifically, the times covered are:
  - a. Nightly, starting at 5:30 p.m., from Saturday, November 19, 2022 – Sunday, January 8<sup>th</sup>, 2023, the last performance times are as follows:

|                                     |         |
|-------------------------------------|---------|
| 1. Sunday thru Thursday:            | 10:30PM |
| 2. Friday and Saturday:             | 10:45PM |
| 3. Thanksgiving (Nov 23 – 27)       | 10:45PM |
| 4. Christmas break (Dec 22 – Jan 3) | 10:45PM |
  - b. Nightly, starting at 5:30 p.m., from Monday, January 9<sup>th</sup>, 2023 – Tuesday, January 31<sup>st</sup>, 2023, the last performance load times are as follows:

|                          |         |
|--------------------------|---------|
| 1. Sunday thru Thursday: | 9:30PM  |
| 2. Friday and Saturday:  | 10:00PM |
6. 5:30 until last guest has boarded Trolley on Friday & Saturday nights, may expand days around holidays.
7. Performance Content:
  - a. The Producer and all members of Performance Group as identified above shall perform a performance of a type generally depicted as Holiday Music at the date, time and place identified above. The performance shall run during the operation of the Nights of Lights Trolley.
  - b. Specific Requirements, if any, as to songs, announcements, styles of dress shall be as described below:



- i. Holiday genre catalog including selections appropriate to the historic heritage of the City of St. Augustine.
  - ii. Dress compatible with the heritage environment requirement with the City.
8. Performance Fee: The PRODUCER shall be responsible for payment to the Performer to be set at a minimum \$500.00 per performance.
9. Promotion: The CITY, at the CITY's discretion, may promote the Performance. The PRODUCER may provide the CITY with promotional materials. All promotional documents produced and distributed by the CITY shall be public records as defined by Section 119.011, Florida Statutes, the Florida Public Records Act, and any statutory exemptions to the Act.
10. Sound Check and Set-up: At least One (1) hour prior to Performance, the CITY shall provide the PERFORMER and the PERFORMER'S designated representatives sufficient access to the Place of Performance for set up and sound check. The PERFORMER shall designate to the CITY an individual to oversee sound modifications before and during the Performance.
11. Merchandise: The PRODUCER and PERFORMER are prohibited from selling any merchandise at the place of the performance.
12. Cancellation: The CITY may cancel the Performance if the CITY provides to the PRODUCER either oral or written notice of cancellation at least five (5) days prior to the date of the performance.
13. Termination: Either the CITY or the PRODUCER may terminate this contract upon twenty (20) days prior written notice in the event of a material failure by either part to perform in accordance with the terms of this Contract or material violation of any applicable Federal, State or Local Law, statute, ordinance or resolution.
14. Notices: Any notices regarding this Contract are to be addressed to the following representatives:

CITY:

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

PRODUCER:

St. Augustine Historical  
Tours, Inc.  
Attn: Dave Chatterton  
167 San Marco Ave.  
St. Augustine, FL 32084

15. Indemnification: The PRODUCER shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses and costs,



including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the PRODUCER, PERFORMER, the Performance Group and other persons employed or utilized by the PRODUCER, PERFORMER, or Performance Group in the performance of the Contract.

16. Remedies: Each party to this Contract shall be entitled to seek enforcement of this Contract 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. The CITY, however, specifically and expressly, reserves all rights to sovereign immunity granted to municipalities by law, including, but not limited to, Section 768.28 Florida Statutes.
17. Unenforceability of Provisions: If any provision of this Contract or any portion thereof is held to be invalid or unenforceable, then the remainder of this Contract shall nevertheless remain in full force and effect.
18. Modification: This Contract may only be modified by written agreement approved and executed in a manner consistent with this Contract by all parties to this Contract.
19. Attorneys' Fees: in the event of any litigation, mediation, action by legal counsel, bankruptcy proceeding or collection effort arising in any manner hereunder whether or not suit be brought, the prevailing party or substantially prevailing party shall be entitled to recover all court costs, reasonable attorneys' fees and attorneys' costs, including those arising from appeal at all levels of the proceedings.
20. Choice of Law: Venue: This Contract 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 terms of this Contract shall be brought in a court of competent jurisdiction in St. Johns County, Florida, regardless of the place of execution of the Contract, and each party hereby waives any right to require that any action to enforce this Contract be brought in any other jurisdiction or venue.
21. Judicial Interpretation: If any of the provisions of this Contract require judicial interpretation, the court interpreting or construing the same shall not apply the presumption that the terms of this Contract shall be more strictly construed against one party by reason of the rule of construction that the document be construed more strictly against the party who prepared or through its agents prepared the Contract, it being agreed that the agents of all parties have participated in the preparation of the Contract.
22. Effective Date: This Contract shall become effective on the later of the date the Contract is executed by the City Manager for the City of St. Augustine and the date the contract is approved by the authorized representative of PRODUCER.
23. Entire Agreement: This Contract constitutes the entire agreement between the parties and no amendment or modification to this document shall be effective



unless made in writing and signed by all parties. No other agreements, representations, or promises shall be binding on the parties except those agreements, representations or promises contained herein or in some future writing signed by the parties making such agreements, representations or promises. 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 Contract.

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

\_\_\_\_\_  
Darlene Galambos, City Clerk  
(SEAL)

Signed, sealed and delivered in the presence of:

WITNESS:  
Printed Name: \_\_\_\_\_  
\_\_\_\_\_

WITNESS:  
Printed Name: \_\_\_\_\_  
\_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Isabelle Lopez, City Attorney

"City"

City of St. Augustine, Florida  
A Municipal Corporation

By: \_\_\_\_\_  
John P. Regan, City Manager

Date: \_\_\_\_\_

"SAHT"

St. Augustine Historical Tours, Inc.

By: \_\_\_\_\_  
Dave Chatterton, General Manager  
St. Augustine Historical Tours, Inc.

Date: \_\_\_\_\_



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan  
City Manager

DATE: August 15, 2022

RE: Items by City Commissioners

Please place on the agenda for the Regular City Commission Meeting scheduled for August 22, 2022 the “Resilient First Coast Partner Agreement”. This request has come to us from Commissioner Horvath based on her work with the North East Florida Regional Council (NEFRC) and it’s Regional Resiliency Coalition.

The NEFRC 2022 Regional Resiliency Coalition is made of up of elected officials and gubernatorial appointees who ask governments throughout the region to endorse a memorandum of understanding (MOU) indicating the willingness to work collaboratively to make our region more resilient to extreme weather, including sea level rise, storm surge and more frequent, higher intensity rainfall.

Commissioner Horvath is asking the City Commission to approve of and sign the “Resilient First Coast Partner Agreement” that is attached to this memo.

Please let me know if you have any questions.

Thank you,

A handwritten signature in black ink, appearing to read 'Meredith Breidenstein', with a stylized, flowing script.

Meredith Breidenstein

Assistant City Manager



## Resilient First Coast Partner Agreement

Resilient First Coast is a regional resiliency collaborative for Northeast Florida comprised of a group of stakeholders who have an interest in making the region more resilient to the effects of climate change. The collaborative will provide a formal platform for members to: work together to create guidelines for the development of resilient communities; learn “Best Practices” from each other and from other regions; and leverage regional resilience efforts, to enhance funding and increase competitiveness for grant funds. The collaborative is open to membership from all sectors, including local government, business, non-profit organizations, academia, and state agencies. This partner agreement sets forth the commitments of membership for the collaborative.

### **Regional Cooperation:**

The Members will work together to maximize their efforts to mitigate and adapt to the effects of climate change by: identifying vulnerabilities to the effects of climate change in their communities; sharing vulnerability assessment methodologies and data; planning for mitigation and adaptation actions that will enhance the resiliency of their communities; learning from each other through sharing their knowledge from prior efforts and planning documents; leveraging their opportunities; and pursuing public private partnerships.

### **Regional Resiliency Action Plan:**

The Members will participate in the development of a Regional Resiliency Action Plan which shall include strategies for coordinated regional preparation for and adaption to a rapidly changing environment.

### **Basis of Planning:**

The Members will base strategies and actions on commonly accepted methodologies and valid technical data while working together to use recognized and consistent projections to assess vulnerability and inform planning efforts. The Collaborative will work to develop a useful model of a thorough vulnerability assessment, coordinate the data and findings of past, current and future VA's and use the results of vulnerability assessments to inform specific resiliency measures.

### **Strategy:**

The Members will develop strategies which recognize the region-specific vulnerabilities of Northeast Florida to the impacts of extreme weather and climate change and include recommendations for the pursuit of state and federal resources.

### **Community Involvement:**

The Members will work collaboratively to recognize and engage the whole regional community, involving a diverse stakeholder representation in developing policies and recommendations for implementation of the Regional Resiliency Action Plan. The Collaborative will encourage representation from at-risk, under-represented, and all other communities.

### **Collaboration:**

Resilient First Coast will serve as the entity to provide a collaborative platform and seek resources in furtherance of the priorities identified by the Collaborative.



**Membership:**

The Members can participate in Resilient First Coast as Collaborative Members and can additionally serve on the Steering Committee or one of the following other committees: Technical Committee, Policy Committee, Community Engagement Committee, Funding Committee, or others.

**Intent:**

The Members each join Resilient First Coast as an expression of their intent and commitment to work together on a regional level to identify and address the effects of climate change including but not limited to flooding, wind damage, and extreme weather.

The partner identified below agrees to these commitments of membership in Resilient First Coast.

---

Organization Name

---

Representative Signee Name

---

Signature

---

Date



## CITY OF ST. AUGUSTINE

Regular City Commission Meeting  
Monday, July 25, 2022

The City Commission met in formal session Monday, July 25, 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  
John Valdes, City Commissioner  
Barbara Blonder, City Commissioner

Absent: Roxanne Horvath, City Commissioner (excused)

Also Present: John Regan, City Manager  
Isabelle Lopez, City Attorney  
Darlene Galambos, City Clerk  
Meredith Breidenstein, Assistant City Manager  
David Birchim, Assistant City Manager  
Jim Piggot, Director of General Services  
Reuben Franklin, Director, Public Works  
Donna Hayes, Director of Human Resources  
Melissa Wissel, Director, Communications  
Abby Pedigo, Fire Marshall  
Colleen Kuhn, Recording Secretary

### **INVOCATION AND PLEDGE OF ALLEGIANCE**

Reverend Ted Voorhees of St. Cyprian's Episcopal Church, delivered the invocation, and Commissioner Sikes-Kline led the Pledge of Allegiance.

### **2. ADMINISTRATIVE ITEMS**

#### **2.A. Modification and Approval of Regular Agenda**

Mayor Upchurch requested Items C.A.13., C.A.14., and C.A.15. be removed from the Consent Agenda and moved to Item 10 after the reports on the entrance signs and fountain.

#### **MOTION**

Mayor Upchurch **MOVED** approval of the Regular Agenda with the three modifications. The motion was **SECONDED** by Commissioner Sikes-Kline and **APPROVED BY UNANIMOUS VOICE VOTE**.

### **3. Special Presentations, Recognitions and Proclamations**

**3.A. Special Presentation of the American flag that was flown on Monday, July 11 in honor of Errol Jones, former Vice Mayor and City Commissioner, to Diane Wheeler. (T. Upchurch, Mayor)**

Mayor Upchurch presented Dianne Wheeler with the flag on behalf of Errol Jones who served as a City Commissioner from 2002-2012 and as Vice Mayor from



2008-2010. He shared that Mr. Jones brought forward the need for diversity within the City workforce and was an advocate for children and as a Commissioner, helped The Player's Championship Boys and Girls Club incorporate into the City of St. Augustine.

#### **4. General Public Comments (3 minutes per individual)**

The Commission heard from the following members of the public:

- Cynthia Garris
- BJ Kaladai
- Chris Fulmer
- Charles Pappas
- John Miller

Public Comment closed.

#### **5. Consent Agenda**

John Regan, City Manager, read the Consent Agenda.

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON AUGUST 8, 2022:

- Ordinance 2022-12
- Ordinance 2022-13
- Ordinance 2022-23
- Ordinance 2022-24
- Ordinance 2022-25

CA.3. Reminder of Upcoming Meetings:

- August 8, 2022, 3pm, Special Meeting to discuss 2022 budget assumptions and five-year CIP
- August 8, 2022, 5pm, Regular Meeting and Public Hearing on Budget Related Resolutions
- August 18, 2022, 8:15am, CRA Special Meeting, discussion of fiscal year 2023 budget

- August 18, 2022, 9am to Noon, Special Meeting, discussion of fiscal year 2023 budget and action items

- August 19, 2022, 9am to Noon (if needed) Special Meeting, discussion of fiscal year 2023 budget and action items

- August 22, 2022, 5pm, Regular Meeting

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

(None)

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. Acknowledge receipt of a Firehouse Subs Public Safety Foundation Grant by the St. Augustine Police Department for the acquisition of 15 automated external defibrillators. (A. Cuthbert, Assistant Chief of Police)

CA.9. Approval of flag protocol in the event of the death of a City Commissioner and other notable figures. (M. Breidenstein, Assistant City Manager)

CA.10. June 2022 financial update. (M. Simpson, Director Finance)

CA.11. Third quarter report for Public Works and Utility Department. (R. Franklin,

Director Public Works; T. Grant, Director Utilities)

CA.12. Third quarter report for the legal department. (I. Lopez, City Attorney)

*END CONSENT*

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

Mr. Regan noted the movement of Items CA.13., C.A.14. and C.A.15. to Agenda Item 10.

**5.B. Approval of Consent Agenda**

**MOTION**

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

**6. Appeals**

(None)

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

**7.A. General Public Presentations**

(None)

**7.B. Items of Great Public Importance**

(None)

**7.C. Other Items Requiring Public Hearing**

(None)

**8. Ordinances and Resolutions – Public Hearing Required.**

**8.A. Ordinances - Second Reading**

(None)

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

(None)

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

(None)

**9. Ordinances and Resolutions - No Public Hearing Required**

**9.A. Ordinances – First Reading**

**9.A.1. Ordinance 2022-12: Amends St. Augustine Police Retirement Trust Fund increasing real estate investments to an allowable 25% of the fund. (R. Thibault, Assistant City Attorney)**

Isabell Lopez, City Attorney presented Ordinance 2022-12.

**MOTION**

Mayor Upchurch **MOVED** to pass Ordinance 2022-12 on first reading, read by title only and passed to second reading. The motion was **SECONDED** by Commissioner Sikes-Kline.

Commissioner Blonder acknowledged the caution made by a public speaker and expressed the need to ensure international conglomerates were not funded through this or other funds.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2022-12

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING PART I, ARTICLE IX OF THE CHARTER OF THE CITY OF ST. AUGUSTINE RELATING TO THE ST. AUGUSTINE POLICE OFFICER'S RETIREMENT TRUST FUND; AMENDING SECTION 9.05(2)(c), TO REVISE ALLOWABLE INVESTMENT LIMITS; PROVIDING FOR



INCLUSION IN THE CHARTER OF THE CITY OF ST. AUGUSTINE, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

**VOTE ON MOTION:**

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

**NAYES:** None

**MOTION APPROVED UNANIMOUSLY**

**9.A.2. Ordinance 2022-13: Amends the 1977 City Employees' Retirement System increasing real estate investments to 25% of assets of the system. (R. Thibault, Assistant City Attorney)**

Ms. Lopez presented Ordinance 2022-13.

**MOTION**

**Mayor Upchurch MOVED to pass Ordinance 2022-13 on first reading, read by title only and passed to second reading. The motion was SECONDED by Commissioner Sikes-Kline.**

Ms. Lopez read the title as follows:

**ORDINANCE NO. 2022-13**

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING THE CODE OF THE CITY OF ST. AUGUSTINE RELATING TO THE 1977 CITY EMPLOYEES' RETIREMENT SYSTEM OF THE CITY OF ST. AUGUSTINE, FLORIDA; AMENDING SECTION 20-124(2)(c), TO REVISE ALLOWABLE INVESTMENT LIMITS; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

**VOTE ON MOTION:**

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

**NAYES:** None

**MOTION APPROVED UNANIMOUSLY**

**9.A.3. Ordinance 2022-23: Regulates and posts idle speed-no wake zones. (R. Thibault, Assistant City Attorney)**

Ms. Lopez presented Ordinance 2022-23 and stated the Commission had discussed this topic for over a year regarding the creation of idle speed-no wake zones in problematic areas along Hospital Creek and Bird Island based on concerns about public safety.

Ms. Lopez stated the first step was for the Commission to adopt ordinance and then it would be sent to the Fish and Wildlife Conservation Commission for formal approval before enforcement could begin.

Ms. Lopez stated the St. Augustine Port, Water Way, and Beach District would be submitting a Letter of Support for the ordinance prior to the 2<sup>nd</sup> reading at the August 22<sup>nd</sup> Commission meeting. She also sent the draft ordinance to Carl Blow, who was Chair of Florida Inland Navigation District (FIND). She said Mr. Blow indicated support and discussed the importance of the ordinance addressing safety issues.

Commissioner Blonder stated that on numerous occasions, she observed concerning boating and safety issues and near misses in a blind spot due to speeding boats on Hospital Creek. She said the area was like a racetrack and that boaters came through like it was a speed course. She stated the Commission had the opportunity to prevent a tragedy before it happened by getting out in front of the problem.

Commissioner Valdes said he had seen many manatees in the area and the Commission would be addressing public

safety and preserving mammals headed towards extinction.

Mayor Upchurch clarified the Commission would not be restricting public access to the water ways but were trying to calm the area. He noted the photos in the meeting packet were taken on Memorial Day and showed the intensity of use in that area.

Commissioner Sikes-Kline agreed with others and stated she had witnessed the very congested area which included jet skis, motorboats, kayaks, and people fishing. She noted the ordinance would not go beyond what was necessary in the affected area.

Commissioner Blonder said the photos at Bird Island showed a typical busy afternoon with families swimming and boats and other vessels going by at full speed. She expressed concern about safety around blind curves and said the ordinance would help.

#### **MOTION**

**Commissioner Valdes MOVED to pass Ordinance 2022-23 on first reading, read by title only and passed to second reading. The motion was SECONDED by Commissioner Blonder.**

Ms. Lopez read the title as follows:

#### **ORDINANCE NO. 2022-23**

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING THE CODE OF THE CITY OF ST. AUGUSTINE CREATING SECTION 7-4 REGULATING AND POSTING IDLE SPEED-NO WAKE ZONES; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

#### **VOTE ON MOTION:**

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

**NAYES: None**

**MOTION APPROVED UNANIMOUSLY**

**9.A.4. Ordinance 2022-24: Prohibits smoking in public parks and the Willie Galimore Public Pool at Eddie Vickers Park. (R. Thibault, Assistant City Attorney)**

Ms. Lopez presented Ordinance 2022-24.

Commissioner Sikes-Kline asked if the ordinance would include community gardens.

Ms. Lopez stated it would not; however, she would investigate it before the second reading.

#### **MOTION**

**Mayor Upchurch MOVED to pass Ordinance 2022-24 on first reading, read by title only and passed to second reading. The motion was SECONDED by Commissioner Sikes-Kline.**

Ms. Lopez read the title as follows:

#### **ORDINANCE NO. 2022-24**

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, CREATING, CHAPTER 18, ARTICLE I, SECTION 18-9 OF THE CODE OF THE CITY OF ST. AUGUSTINE PROHIBITING SMOKING AT PUBLIC PARKS AND THE WILLIE GALIMORE PUBLIC POOL AT EDDIE VICKERS PARK; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

#### **VOTE ON MOTION:**

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

**NAYES: None**

**MOTION APPROVED UNANIMOUSLY**



**9.A.5. Ordinance 2022-25: Prohibits open burning with exceptions for reasonable recreational and cooking burning. (R. Thibault, Assistant City Attorney)**

Ms. Lopez reviewed the ordinance and said it was created based on questions received over the years and recent conversations with Flagler College.

Commissioner Blonder asked Ms. Lopez about whether citizens could burn storm debris.

Ms. Lopez suggested hearing from the Fire Marshall on the topic.

Abby Pedigo, Fire Marshall, stated that she agreed that wood chips and paper could be added to definition of fuel. She said storm debris would fall under yard debris and stressed that residents should utilize City services to pick up the debris and to not burn it in the congested city. She said the many calls received by the Fire Department were due to nuisance smoke from burning debris.

Mr. Regan repeated that residents should utilize City recycling for yard waste.

**MOTION**

**Mayor Upchurch MOVED to pass Ordinance 2022-25 on first reading, read by title only and moved to second reading. The motion was SECONDED by Commissioner Blonder.**

Ms. Lopez read the title as follows:

ORDINANCE NO. 2022-25

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA RELATING TO FIRE PREVENTION AND PROTECTION: PROHIBITING OPEN BURNING; ADDING CHAPTER 18, ARTICLE IV, SECTION 18-76, OF THE CODE; PROVIDING FOR

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

**VOTE ON MOTION:**

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

**NAYES: None**

**MOTION APPROVED UNANIMOUSLY**

**9.B. Resolutions**

(None)

**10. Staff Reports and Presentations**

**10.A. City entrance sign project update. (J. Piggott, Director General Services)**

Jim Piggott, Director of General Services stated there had been three meetings regarding the project and that Jeremy Marquis would be presenting options.

Jeremy Marquis of Marquis Latimer + Halback stated the role of entry signs was to welcome residents and visitors and define the transition from the County to City. He said the Commission had requested a budget friendly modification of existing signs and that the options presented would meet these requirements.

Mr. Marquis stated the US1 North, and A1A and Anastasia Boulevard signs could be modified, and the SR 16 and US 1 South signs would be removed. Mr. Marquis presented budgetary and visual presentations of the options.

The Commission discussed the presentation and noted questions about the proposals and costs including the following:

- Some agreement on the simplest proposal suggested for the Anastasia Boulevard sign.

- Concerned about spending money on signs when there was a homeless issue
- Clarity needed on the total costs of the two signs: minimum and maximum
- Information contained in the packet was confusing or omitted
- Commissioners needed more time to consider options

## **MOTION**

Mayor Upchurch **MOVED** to table the signage proposals until the next meeting. The motion was **SECONDED** by Commissioner Sikes-Kline and approved by Unanimous Voice Vote.

Mayor Upchurch requested the City Manager bring back a clear presentation of options and costs based on the Commission's discussion.

### **10.B. City Hall/Lightner fountain update. (J. Piggott, Director General Services)**

Mr. Piggott presented information on the Lightner fountain and validated costs previously quoted by Commissioner Horvath.

## **MOTION**

Mayor Upchurch **MOVED** to approve the rework of fountain in front of City Hall for \$22,000. The motion was **SECONDED** by Commissioner Blonder and approved by Unanimous Voice Vote.

### **Consent Agenda Items<sup>1</sup>**

### **CA.13. Ratification of the collective bargaining agreement between the City and the Florida Carpenters Regional**

### **Council, Local 2038. (D. Hayes, Director Human Resources)**

### **CA.14. Ratification of the collective bargaining agreement between the City and the Coastal Florida Police Benevolent Association. (D. Hayes, Director Human Resources)**

### **CA.15. Ratification of the memorandum of understanding between the City and the Professional Firefighters of St. Augustine. (D. Hayes, Director Human Resources)**

Mr. Regan stated the Agreements resulted from negotiations, the unions had approved them, and the Commission would need to ratify them.

Meredith Breidenstein, Assistant City Manager reviewed the Agreement for the Florida Carpenter's Regional Council, Local 2038 (Industrial Union) stating the negotiations took place over four months and were open to the public.

Ms. Breidenstein noted the following changes to the contract:

- Added Juneteenth as a holiday
- Changed Trial Period from 60-days to 6 months
- Revised vacation usage requirement
- Created a penalty for sick/vacation payout
- Changed Worker's Compensation supplement
- Changed health insurance provider
- Added 8% general wage increase for Fiscal Year 2023 only
- Added steps for obtaining licenses specific to the profession
- Increased on-call pay
- Increased overtime pay for call-in on certain holidays
- Corrected grammatical errors and clean-up language

<sup>1</sup> Items C.A.13, C.A.14., and C.A.15. were moved from Consent Agenda to Item 10



Ms. Breidenstein confirmed there were about 75 employees covered by this Agreement.

## **MOTION**

**Mayor Upchurch MOVED to ratify the Florida Carpenter's Regional Council, Local 2038 Contract. The motion was SECONDED by Commissioner Sikes-Kline.**

### **VOTE ON MOTION:**

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

**NAYES: None**

**MOTION APPROVED UNANIMOUSLY**

Ms. Breidenstein reviewed the Coastal Florida Police Benevolent Association (Police Union) contract changes:

- Added Juneteenth as a holiday
- Revised vacation usage requirement
- Created a penalty for sick/vacation payout
- Changed Worker's Compensation supplement
- Changed health insurance provider
- Added 8% general wage increase for Fiscal Year 2023 only
- Added steps for obtaining a master's degree
- Retained steps for those transferred from investigations
- Added incentive pay for certain specialties
- Added the term Health Pandemic as Civil Emergency Condition
- Increased requirements for education reimbursement
- Corrected grammatical errors and clean-up language

## **MOTION**

**Mayor Upchurch MOVED to ratify the Coastal Florida Police Benevolent Association Collective Bargaining Agreement. The motion was**

**SECONDED by Commissioner Sikes-Kline.**

### **VOTE ON MOTION:**

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

**NAYES: None**

**MOTION APPROVED UNANIMOUSLY**

Ms. Breidenstein shared that the Fire Fighter Union Contract had not expired and the Memorandum of Understanding covered changes to the health insurance program, and was voted on by members.

## **MOTION**

**Mayor Upchurch MOVED approval of the Memorandum of Understanding. The motion was SECONDED by Commissioner Sikes-Kline.**

### **VOTE ON MOTION:**

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

**NAYES: None**

**MOTION APPROVED UNANIMOUSLY**

## **11. ITEMS BY CITY ATTORNEY**

(None)

## **12. ITEMS BY CITY CLERK**

**12.A. Notification of three (3) upcoming term expirations on the Planning and Zoning Board (PZB). (D. Galambos, City Clerk)**

Darlene Galambos, City Clerk shared there were upcoming term expirations for Planning and Zoning Board (PZB) members and applications would be presented to the Commission in September.

Commissioner Blonder asked if openings could be shared with prior qualified applicants.

Ms. Galambos stated that letters would be sent to those applicants and that PZB applicants must be City residents.

### **13. ITEMS BY CITY MANAGER**

(None)

### **14. Items by Mayor and Commissioners**

Commissioner Blonder shared that the unregulated substance Kratom, which she had brought to the Commission's attention previously, was widely available online and that any regulation would be difficult to enforce so she would be withdrawing her request to staff. She said she had attended training provided by the Police Department and was impressed with the training level, responses, questions and answers, and the seamless work between police and fire departments.

Commissioner Sikes-Kline reminded the Commissioners to provide budget items to staff. She said she had been going to ask the Commission about hearing a proposal for Zora Neale Hurston Park improvements but thought more about the homeless issues, which she felt was a higher priority in the community. She said she would like to hear more from City staff about the Key West fact-finding trip and their thoughts on addressing the homeless issue.

Commissioner Valdes said he believed there needed to be a place for those who were homeless to get help and that had showers, laundry, and a place to sleep. He said the St. Francis House was available, but more space was needed. He understood Key West had 160 beds and that they did not have a problem with panhandling. He explained assorted reasons why people would be homeless. He stated that finding money and space were necessary to help address the homeless issue.

Mayor Upchurch said he had a different perspective and believed that people who were homeless could access the many

services and resources in the area. He saw this as more of a vagrancy and panhandling issue and believed ordinances could be more aggressive. He said the police department had expressed frustration when trying to make arrests, and with the amount of support from the judicial system. He stated he would like to hear from Officer Fisher about the Key West visit.

Commissioner Blonder suggested the City needed to get the County involved and felt this would be a great workshop topic.

Mr. Regan suggested the Commission could receive intermediate reports of each fact-finding mission and that Key West could be scheduled for August 8<sup>th</sup> or another meeting. He said there were two other cities being benchmarked for comparison and would culminate into a strategic plan. He said the trip to Key West confirmed the important role of a "low barrier to entry" facility and explained how it addressed vagrancy. He said Key West did have a broader ordinance that prohibited panhandling in parks. He said that Officer Fisher reported going into Key West many times during the day and he did not see any panhandling.

Commissioner Sikes-Kline would like to learn more about how Key West approached panhandling and thought the City could modify ordinances and take more risks.

Ms. Lopez confirmed the City had been very intentional about developing its ordinance to avoid lawsuits. She said she had heard comments about Key West's Day Center and how it reduced loitering, vagrancy, and panhandling.

Mayor Upchurch said he would like more information on the numbers and types of arrests and penalties being imposed by the Key West judicial system.

Mr. Regan stated St. Augustine had nowhere for people who were homeless to



go except for the park or on the street. He said in Key West, they would go to the Day Center or to a gathering in the national park at Fort Jefferson. He said Officer Fisher described the Key West problem as inverse of St. Augustine and that Key West did not have the same amount of wrap around support services but had more space and commitment to provide low barrier to entry facilities, which included transitional housing. He reiterated staff would provide the Commission with a report.

#### **15. Adjournment**

There being no further business, the meeting was adjourned at 6:32 P.M.<sup>2</sup>

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Tracy Upchurch, MAYOR

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Darlene Galambos, CITY CLERK

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<sup>2</sup> Transcribed by Colleen Kuhn

**CITY OF ST. AUGUSTINE**

**MEMORANDUM**

TO: John Regan  
City Manager

DATE: August 1, 2022

RE: City Commission Consent Agenda Item for August 22, 2022  
License for Use of City Right-of-Way at 1600 Ponce De Leon Boulevard  
North (Cunningham Ave)

Proposed is a License for Use of City Right-of Way to allow the use of City Right-of-Way at 1600 Ponce De Leon Boulevard North (Cunningham Ave) to maintain irrigation structures for this property. The revocable License for Use of City Right-of-Way provides for the installation, use and maintenance of the irrigation system with no cost to the City of St. Augustine. The signed agreement is attached to this correspondence.

Please place the License for Use of City Right-of-Way on the Consent Agenda for the August 22, 2022 City Commission meeting.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

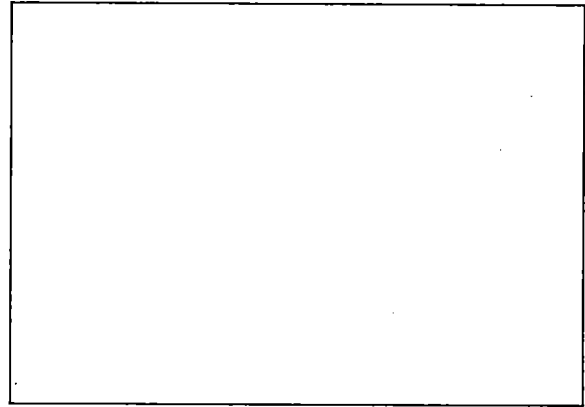


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Reuben C. Franklin, Jr., P.E.  
Public Works Director



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



### **LICENSE FOR USE OF CITY RIGHT-OF-WAY**

COMES NOW THE CITY OF ST. AUGUSTINE, FLORIDA, a Florida municipal corporation ("Grantor"), whose address is P.O. Box 210, St. Augustine, Florida 32085-0210, and grants to Ponce Hotel Inc. ("Grantee"), whose address is 1 Riberia Street, St. Augustine Florida 32084, a non-exclusive, revocable License for the permissive use of the Grantor's public right-of-way known as Cunningham Avenue located at South Side of the property and adjacent to the Grantee's real property, situated in the State of Florida, County of St. Johns, and City of St. Augustine and described in **Exhibit "A"** attached hereto and incorporated herein by reference.

This License is subject to the following terms and conditions:

1. The Grantor may revoke this License at any time by delivery to the Grantee of written notice of revocation directed to the Grantee.
2. All notices required by this License shall be effected by delivery of said notice in writing to the recipient party by U.S. Mail, certified, return receipt requested. All notices shall be sent to the address of the recipient Grantor or Grantee and as described herein.
3. Grantor grants this License to Grantee on a continuing basis for use of the Grantor's right-of-way but only to the extent required by Grantee for the use and maintenance of irrigation structures. Grantee shall not use the property for parking, storage or placement of any structure other than irrigation structures without the written permission of the City Manager or designee.
4. Grantee shall not occupy or use said right-of-way, nor shall Grantee permit the occupation or use of said right-of-way, for any purpose other than those purposes expressly permitted by this License.
5. In addition to any other reservations made herein, Grantor, in its sole discretion, may deem it in the public interest to use the subject right-of-way, or any portion thereof, for any public purpose and, therefore, declare a need to remove the Grantee's improvements. In that event, Grantor shall give Grantee one hundred eighty (180) days' written notice of revocation and cancellation of this License. Grantee shall have a reciprocal right of cancellation of this License upon one hundred eighty (180) days' written notice to the Grantor.

6. During the term of this License, Grantor shall bear no responsibility for the maintenance of any improvements made by Grantee within the right-of-way, and Grantee shall, at Grantee's sole expense, keep all such improvements in good order and repair.

7. Grantee shall not directly or indirectly assign, sublease, hypothecate, sell, mortgage, encumber or otherwise transfer this License or any interest therein without the written permission of Grantor.

8. To the extent permitted by law, the Grantee shall indemnify, defend, and hold the Grantor harmless from all claims and reasonable costs associated with this License. This provision relating to indemnification shall be subject to the limitations of liability set forth in Section 768.28, Florida Statutes. Nothing in this section shall operate as a waiver of sovereign immunity on the part of the Grantee or the Grantor.

9. Grantee, at all times during the term hereof, shall carry public liability insurance against personal injury and property damage with a company authorized to conduct business in the State of Florida and satisfactory to the Grantor, protecting 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 Grantor's right-of-way. 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; \$300,000, bodily injury or death, each accident; \$300,000, property damage, each individual claim; and \$300,000, property damage, each accident. Grantee shall supply written proof of insurance to Grantor within fifteen (15) days of the date of execution of this License and shall continue to supply such proof to Grantor annually on the anniversary date of the execution of this License. Grantor's representative with regard to providing the written proof required herein shall be the 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.

10. Upon the notice of termination or cancellation of this License by Grantor or Grantee, this License shall become null and void, at which time Grantee shall remove all improvements located within the right-of-way within thirty (30) days of receipt of such notice of termination or cancellation. If such improvements are not removed within thirty (30) days of initial notice, Grantor may remove such structures, and Grantee shall pay Grantor's costs of such removal within thirty (30) days of receipt of notice of such costs. If Grantee fails to pay such costs within thirty (30) days of notice, Grantee shall be liable for all costs of collection, including court costs and attorney's fees incurred by Grantor to collect such costs.

11. Grantor, at Grantor's expense, shall record this License in the Public Records of St. Johns County, Florida.

12. For any litigation arising out of the interpretation or enforcement of the terms and conditions of this License, venue shall lie exclusively in a court of competent jurisdiction located in St. Johns County, Florida.

13. Grantee, by acceptance of this License, acknowledges that the Grantee, and the Grantee's heirs, assigns and successors shall be unequivocally bound by the terms and covenants contained in this License.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

GRANTOR:

CITY OF ST. AUGUSTINE, FLORIDA,  
a municipal corporation

ATTEST:

By: \_\_\_\_\_  
Tracy W. Upchurch, Mayor

\_\_\_\_\_  
Darlene Galambos, City Clerk

(SEAL)

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments. **TRACY W. UPCHURCH**, by means of ☐ physical presence or ☐ online notarization, who is personally known to me, who is the person who executed the foregoing instrument and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public, State of Florida

\* \* \* **SIGNATURES CONTINUE ON THE FOLLOWING PAGE** \* \* \*

Signed, sealed and delivered in the presence of:

Witness: JHB

Print: Holden Baker

Witness: Siddharth

Print: Siddharth Dva

GRANTEE:

By: [Signature]

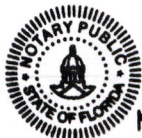
Print: Anish Patel

Title: Vice President

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, Anish Patel, who is personally known to me or who has produced \_\_\_\_\_ as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 27th day of July, 2022.



Holden Baker  
Comm.: HH 247012  
Expires: Mar. 30, 2026  
Notary Public - State of Florida

JHB  
Notary Public, State of Florida

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
CITY ATTORNEY

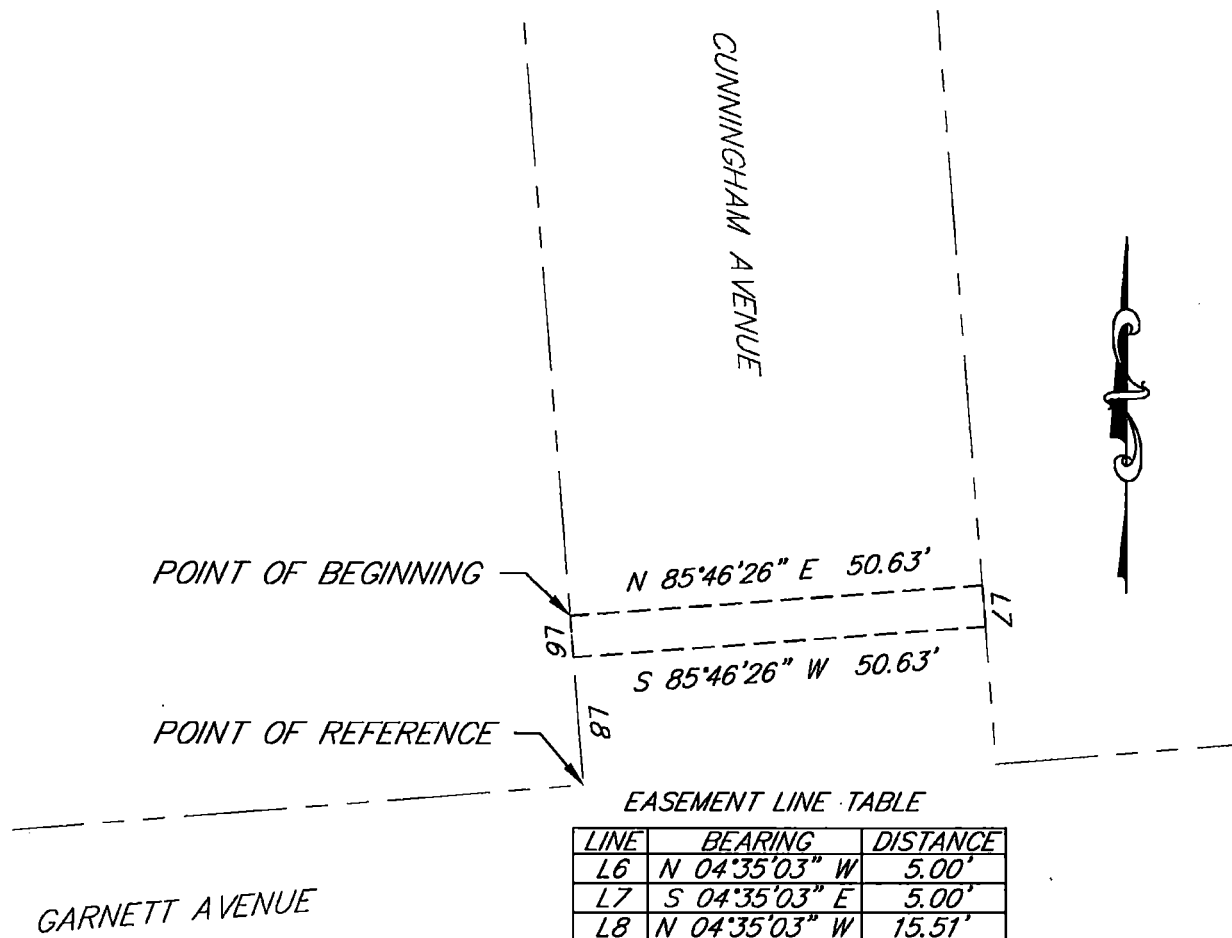


**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A PORTION OF LAND LYING IN SECTION 7, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 5, CITY OF ST. AUGUSTINE GARNETT ADDITION, ALSO BEING THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF GARNETT AVENUE WITH THE EAST RIGHT OF WAY LINE OF CUNNINGHAM AVENUE; THENCE N 04°35'03" W, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 15.51'; THENCE N 04°35'03" W, A DISTANCE OF 5.00'; THENCE N 85°46'26" E, A DISTANCE OF 50.63' TO SAID WESTERLY RIGHT OF WAY LINE; THENCE S 04°35'03" E, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 5.00'; THENCE S 85°46'26" W, A DISTANCE OF 50.63' TO SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.



NOT TO SCALE





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

## Detail by Entity Name

Florida Profit Corporation

PONCE HOTEL, INC.

### Filing Information

**Document Number** P11000017306  
**FEI/EIN Number** 27-5097301  
**Date Filed** 02/17/2011  
**Effective Date** 02/17/2011  
**State** FL  
**Status** ACTIVE  
**Last Event** AMENDMENT  
**Event Date Filed** 03/04/2011  
**Event Effective Date** NONE

### Principal Address

32 AVENIDA MENENDEZ  
ST. AUGUSTINE, FL 32084

### Mailing Address

32 AVENIDA MENENDEZ  
ST. AUGUSTINE, FL 32084

### Registered Agent Name & Address

Patel, Anish  
1 Riberia Street  
ST. AUGUSTINE, FL 32084

Name Changed: 01/04/2019

Address Changed: 01/04/2019

### Officer/Director Detail

#### **Name & Address**

Title P/D

PATEL, VIKESH K  
32 AVENIDA MENENDEZ  
ST. AUGUSTINE, FL 32084

Title ST/D

PATEL, KALAVATI K  
32 AVENIDA MENENDEZ  
ST. AUGUSTINE, FL 32084

Title VP/D

PATEL, ANISH K  
32 AVENIDA MENENDEZ  
ST. AUGUSTINE, FL 32084

**Annual Reports**

| <b>Report Year</b> | <b>Filed Date</b> |
|--------------------|-------------------|
| 2020               | 01/22/2020        |
| 2021               | 01/28/2021        |
| 2022               | 01/25/2022        |

**Document Images**

|                                               |                                          |
|-----------------------------------------------|------------------------------------------|
| <a href="#">01/25/2022 -- ANNUAL REPORT</a>   | <a href="#">View image in PDF format</a> |
| <a href="#">01/28/2021 -- ANNUAL REPORT</a>   | <a href="#">View image in PDF format</a> |
| <a href="#">01/22/2020 -- ANNUAL REPORT</a>   | <a href="#">View image in PDF format</a> |
| <a href="#">01/04/2019 -- ANNUAL REPORT</a>   | <a href="#">View image in PDF format</a> |
| <a href="#">03/16/2018 -- ANNUAL REPORT</a>   | <a href="#">View image in PDF format</a> |
| <a href="#">01/17/2017 -- ANNUAL REPORT</a>   | <a href="#">View image in PDF format</a> |
| <a href="#">03/01/2016 -- ANNUAL REPORT</a>   | <a href="#">View image in PDF format</a> |
| <a href="#">03/23/2015 -- ANNUAL REPORT</a>   | <a href="#">View image in PDF format</a> |
| <a href="#">02/27/2014 -- ANNUAL REPORT</a>   | <a href="#">View image in PDF format</a> |
| <a href="#">02/27/2013 -- ANNUAL REPORT</a>   | <a href="#">View image in PDF format</a> |
| <a href="#">10/08/2012 -- ANNUAL REPORT</a>   | <a href="#">View image in PDF format</a> |
| <a href="#">06/12/2012 -- ANNUAL REPORT</a>   | <a href="#">View image in PDF format</a> |
| <a href="#">03/04/2011 -- Amendment</a>       | <a href="#">View image in PDF format</a> |
| <a href="#">02/17/2011 -- Domestic Profit</a> | <a href="#">View image in PDF format</a> |



**CITY OF ST. AUGUSTINE**

**MEMORANDUM**

**TO:** John Regan, City Manager

**RE:** Nomination for the 2022 Order of La Florida Award

**DATE:** August 22, 2022

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In accordance with the process proscribed in Resolution 2017-08, I ask that the nomination of Greg White be advanced for selection as the 2022 Order of La Florida Award recipient.

Please place this on the Consent Agenda for the August 22, 2022 City Commission meeting for approval. The presentation will be scheduled for a City Commission meeting in September.

Thank you,

A handwritten signature in blue ink, appearing to read "T. Upchurch", is written over the printed name.

Tracy Upchurch, Mayor

**CITY OF ST. AUGUSTINE**

**MEMORANDUM**

TO: John P. Regan, City Manager

DATE: August 2, 2022

RE: **SMITH V. CITY OF ST. AUGUSTINE – INVOICE FOR PROFESSIONAL SERVICES**

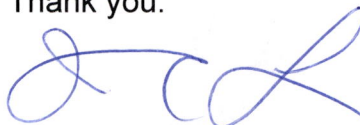
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Enclosed please find Invoice No. 07-2022-04-3029 dated August 1, 2022 from Cavendish Partners, P.A. for legal services rendered in June and July 2022 regarding the Philip Smith v. City of St. Augustine matter.

The amount currently due is **\$2,520.00**. We have reviewed the billing and submit same to you for placement on the consent agenda for the August 22, 2022 City Commission meeting.

*WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEY'S  
FEES AND COSTS ON THIS MATTER EQUALS \$7,770.00.*

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  
Mark Simpson, Financial Services



# CAVENDISH PARTNERS P.A.

200 West Forsyth Street, Suite 1300  
Jacksonville, FL 32202

## INVOICE

**Date:** 08/01/2022

**Invoice #:** 07-2022-04-3029

**Matter:** Stampedes Dance Hall Liquor License Lawsuit

**File #:** 3029

**INVOICE TOTAL AND BALANCE DUE \$2,520.00**

**Bill To:**

Isabelle Lopez, City Attorney  
75 King Street  
P.O. Box 210  
St Augustine, FL 32085

**Due Date:** 09/01/2022

**Please Remit Payment To:**

Cavendish Partners, P.A.  
200 West Forsyth Street  
Suite 1300  
Jacksonville, FL 32202

**PAYMENTS RECEIVED AFTER 08/02/2022 ARE  
NOT REFLECTED IN THIS BALANCE DUE INVOICE**