



**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, OCTOBER 24, 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. 2022-05CR:** Certificate of Recognition to the Woman's Exchange of St. Augustine for their community service and work to preserve the Pena-Peck House. (*T. Upchurch, Mayor*)

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 2022-16**: Amends the Future Land Use Designation of Property commonly known as Broudy Property from Commercial Medium Intensity and Industrial Warehousing to Mobility Oriented Development. *(A. Skinner, Director Planning and Building)*
- 8.A.2. **Ordinance 2022-17**: Rezones the property commonly known as Broudy Property from Commercial Medium-two (CM-2) and Industrial and Warehousing (IW) to Mobility Oriented Development (MOD). *(A. Skinner, Director Planning and Building)*
- 8.A.3. **PUBLIC HEARING**: Development Agreement related to the Broudy Project development at the intersection of West King Street and Highway US1 (Ponce de Leon Boulevard). *(A. Skinner, Director Planning and Building)*
- 8.A.4. **Ordinance 2022-03**: Proposed land use change from Residential Low Density Mixed Use to Residential Medium Density on the upland portion of the 42.36 acres referred to as Flagler Crossing including a Future Land Use Asterisk. *(A. Skinner, Director Planning and Building)*
- 8.A.5. **Ordinance 2022-04**: Amends the Zoning of 42.36 upland acres 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. *(A. Skinner, Director Planning and Building)*
- 8.A.6. **PUBLIC HEARING**: Development Agreement related to the provision of Affordable Housing as part of the Flagler Crossing development. *(A. Skinner, Director Planning and Building)*
- 8.A.7. **Ordinance 2022-30**: Repeals and amends Ordinance 2022-25 to amend the city's open burning policy. *(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.A.1. **Ordinance 2022-31**: Amends the Future Land Use Map (FLUM) designation of 110 Carver Street East from Residential Low Density to Recreation/Open Space. *(D. Birchim, Assistant City Manager)*
- 9.A.2. **Ordinance 2022-32**: Amends the zoning of 110 Carver Street East from Residential Single Family-one (RS-1) to Government Use (GU). *(D. Birchim, Assistant City Manager)*

- 9.A.3. **Ordinance 2022-33**: Amends an existing Planned Unit Development (PUD) at 333 South Ponce de Leon Boulevard (Sebastian Hotel) to include dormitories as a permitted use. *(A. Skinner, Director Planning and Building)*

9.B. Resolutions

- 9.B.1. **Resolution 2022-36**: Supports the request to transfer ownership of the Excelsior school building to the Lincolnville Museum and Cultural Center. *(T. Upchurch, Mayor)*

10. STAFF REPORTS AND PRESENTATIONS

- 10.A. Florida Department of Transportation Road Jurisdiction Transfer Agreement transferring jurisdiction and maintenance responsibilities of King Street to the City. *(R. Franklin, Director Public Works)*

11. ITEMS BY CITY ATTORNEY

12. ITEMS BY CITY CLERK

13. ITEMS BY CITY MANAGER

14. ITEMS BY MAYOR AND COMMISSIONERS

15. ADJOURN

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

CONSENT AGENDA - OCTOBER 24, 2022

CA.1. Preview of upcoming Commission meetings.

CA.2 THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON NOVEMBER 14, 2022:

- Ordinance 2022-31
- Ordinance 2022-32
- Ordinance 2022-33

CA.3. Reminder of Upcoming Meetings:

- November 14, 2022, 5:00pm, City Commission Meeting
- December 5, 2022, 7:30pm, Reorganization Meeting
- December 12, 2022, 5:00pm, City Commission 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).

Proclamation 2022-17: Proclaiming November 2022 as National American Indian Heritage Month. *(J. Regan, City Manager)*

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

CA.8. Acknowledgement and acceptance of grant funds for the project *Fountain of Youth Elks Lodge #684 Institutional Rehab* in the amount of \$891,932.00 authorizing City Manager to execute the Grant Award Agreement. *(J. Perkins, CRA Manager)*

CA.9. Authorizing partnership with Flagler College and the Castillo de San Marcos National Monument for the November 16-17, 2022 National American Heritage Month program to be held at Lewis Auditorium. *(J. Regan, City Manager)*

CA.10. Approval of request by the financial department to carry-forward funds from the 2021/2022 fiscal year. *(M. Simpson, Director Finance)*

CA.11. Public works and utility update. *(R. Franklin, Director Public Works; T. Grant, Director Utilities)*

CA.12. Legal department quarterly update. *(I. Lopez, City Attorney)*

CA.13. Legal department annual update. *(I. Lopez, City Attorney)*

End Consent Agenda



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

❧ CERTIFICATE OF RECOGNITION *❧*

WHEREAS, on November 1, 1892, the Whatsoever Circle of the International Order of the King's Daughters and Sons founded the Woman's Exchange of St. Augustine to help women, who had fallen on hard times, gain income from their hand-crafting skills; and

WHEREAS, on that same day the King's Daughters Woman's Industrial Exchange opened in Room 27 of the Alcazar Hotel Courtyard of Shops inviting industrious women to consign items for sale to support themselves and their families; and

WHEREAS, on May 27, 1931, Miss Anna Gardner Burt, a Woman's Exchange charter member and longtime treasurer, died, and in her will, directed that her home at 143 St. George Street, "be maintained as an example of the old ante-bellum homes of the South," by the City of St. Augustine; and

WHEREAS, in response to the City Commission's January 27, 1932, vote rejecting her bequeath because of the loss of future property taxes from it, the Woman's Exchange on February 9, 1932, offered to open Miss Burt's home for tours and partner with the City of St. Augustine on expenses, if it could open its shop there, which the City Commission agreed to on February 10, 1932; and

WHEREAS, the Woman's Exchange today is a force for community good by offering scholarships for women over age 30 to expand career opportunities; a shop where artisans sell their unique items on consignment thus enhancing their economic stability; and conducting special fundraising for scholarships and historic preservation of Miss Burt's home now known as the Peña-Peck House.

NOW, THEREFORE, be it resolved that the City Commission of St. Augustine hereby thanks the Woman's Exchange of St. Augustine for 130 years of community service and 90 years of partnership with the City of St. Augustine to preserve the Peña-Peck House for the public's benefit and encourages all citizens to support the Woman's Exchange and its good works.

IN WITNESS WHEREOF I hereunto set my hand and do cause the Seal of the City of St. Augustine, Florida, to be affixed this 24th day of October in the year of our Lord two thousand and twenty-two, in the four hundred and fifty-seventh year of the founding of St. Augustine, the Nation's Oldest City.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: October 11, 2022

RE: **Ordinance 2022-16 – Amending the Future Land Use Designation of Property Commonly Known as the Broudy Property from Commercial Medium Intensity and Industrial Warehousing to Mobility Oriented Development – Second Reading and Public Hearing**

The property at the northwest corner of Highway US 1 (North Ponce de Leon Boulevard) and West King Street, commonly known as the Broudy Property is a 5.51-acre parcel that is west of Highway US 1 (North Ponce de Leon Boulevard), north of West King Street and south of the FEC right of way for the existing railroad tracks. The property is adjacent to commercial and industrial property to the west and south. This property currently contains a liquor store and auto mechanic shop, and includes vacant property.

This area is adjacent to a site that has been identified as a potential commuter rail station, and is also located in an area designated as the location of a future peripheral parking garage as articulated in the City's Mobility Plan. The proposed land use designation was drafted and created to promote the City's Mobility Plan and its efforts to reduce single occupancy vehicle congestion in the downtown.

The city's Future Land Use Map (FLUM) identified approximately 2.55 acres of Commercial Medium Intensity land use and approximately 2.96 acres of Industrial land use as the designated land use categories for these properties. The owner(s) has requested to change the land use to the newly created Mobility Oriented Development land use category.

An application to rezone the property to a newly created zoning district called Mobility Oriented Development (MOD), which is consistent with the proposed land use category has also been submitted. The owner is proposing a mixed-use project with commercial, and residential uses as well as a parking garage for the property. The proposed project also includes specific multimodal mobility elements.

On June 7, 2022, the Planning and Zoning Board (PZB) made a positive recommendation to amend the future land use of this referenced property from Commercial Medium Intensity and Industrial to a newly created land use category of Mobility Oriented Development.

As part of their deliberations the PZB considered the proposed height and density and determined that in order to achieve the mobility objectives a certain critical amount of density is necessary, which may justify higher building heights.

Additionally, the PZB determined that the proposed land use plan amendment did benefit the public by meeting the mobility goals of the Comprehensive Plan 2040, and was compatible with the long term planning goals of the city. The PZB also determined that the land use plan amendment would have a positive economic impact which would benefit West King Street, and that the proposal meets resiliency goals of the city to encourage development along West King Street.

On July 11, 2022, the City Commission passed on First Reading a transmittal to the State Department of Economic Opportunity (FDEO), and the other reviewing agencies a Comprehensive Plan amendment to create the MOD land use category, and insert it into the Comprehensive Plan.

The only review agency that commented was the FDOT, recommending a Transportation Analysis when the category is assigned to a property.

On September 26, 2022, the City Commission adopted the new MOD land use category at Second Reading with changes. The changes by the City Commission include:

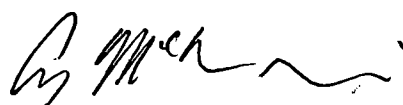
- Reducing the height to 65 feet regardless of any other location or stipulations; and
- Making a parking garage a specific required component of a Mobility Station.

On October 10, 2022, the City Commission continued this item to the October 24, 2022, City Commission meeting to allow for more time to review the associated Development Agreement.

Attached you will find the Ordinance, and legal description(s), 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 2022-16 on the City Commission agenda for Second Reading and Public Hearing.

If you have any questions, please let me know.



Amy McClure Skinner, AICP
Director, Planning and Building Department

ORDINANCE NO. 2022-16

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION OF APPROXIMATELY 5.51 ACRES OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF HIGHWAY US 1 (NORTH PONCE DE LEON BOULEVARD) AND WEST KING STREET IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT DESIGNATIONS OF COMMERCIAL MEDIUM INTENSITY AND INDUSTRIAL WAREHOUSE TO A DESIGNATION OF MOBILITY ORIENTED DEVELOPMENT; 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 5.51 acres of land, located at 194 West King Street (PIN #111190 0000), 198 West King Street (PIN #111200 0000), 35 North Ponce de Leon Boulevard (Highway US 1) (PIN #111130 0000), West King Street (PIN #111110 0000), 39 North Ponce de Leon Boulevard (Highway US 1) (PIN #111225 0120), 212 West King Street (PIN #111220 0000) and West King Street (PIN #111225 0000) commonly known as the Broudy Property being more fully described herein, that the property's Future Land Use Map (FLUM) designation should be amended from Commercial Medium Intensity and Industrial Warehousing to Mobility Oriented Development;

**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 5.51 acres commonly known as the Broudy Property located at the Northwest corner of the intersection of Highway US 1 (North Ponce de Leon Boulevard) and West King Street in the City of St. Augustine, and identified on the Future Land Use Map (FLUM) of the City's Comprehensive Plan 2040 as Commercial Medium Intensity and Industrial Warehousing, is hereby amended to the classification of Mobility Oriented Development. This property is also known as Parcel Numbers 111190 0000, 111200 0000, 111130 0000, 111110 0000, 111225 0120, 111220 0000 and 111225 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)

9238 THIS INSTRUMENT PREPARED BY:
Susan S. Bloodworth
Rogers Towers Bailey Jones & Gay, P.A.
170 Malaga Street, Suite A
P. O. Box 3504
St. Augustine, FL 32085-3504

Public Records of
St. Johns County, FL
Clerk# 00-040369
O.R. 1528 PG 364
04:41PM 09/15/2000
REC \$9.00 SUR \$1.50
Doc Stamps \$875.00

WARRANTY DEED

THIS INDENTURE made this 15th day of September, 2000, BETWEEN EDWARD W. OLSON and LOIS G. OLSON, his wife, whose address is 560 West Tropic Way, St. Augustine, Florida 32084, Grantor, and CORY A. LANG whose post office address is 3921 Barbara Terrace, St. Augustine, Florida 32086, of the County of St. Johns, State of Florida, Grantee.

WITNESSETH, That said Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Johns County, Florida, to-wit:

In the City of St. Augustine, described as follows:

Beginning at a point on the North line of King Street and the East line of a street running North and South, known as Depot Street, according to map recorded in the Office of the Clerk of the Circuit Court in Map Book 3, page 5, of the Eleanor M. Crosby Tract of the "Ferry Tract", said beginning point being the Southwest corner of the lot herein described; running thence Northerly along the East line of Depot Street 100 feet; thence Easterly and parallel to the North line of King Street 125 feet; thence Southerly and parallel to the East line of Depot Street 100 feet to the North line of King Street; thence Westerly along the North line of King Street 125 feet to the point of beginning, being a portion of the property conveyed by H. J. Usina to Albert Hirth, as per deed recorded in Deed Book 48, page 30, of the public records of St. Johns County, Florida; excepting therefrom that part of the above described property acquired by the State Road Department of Florida and recorded in Deed Book 253, page 696, of the public records of St. Johns County, Florida.

SUBJECT TO covenants, restrictions and easements of record, this reference to which shall not operate to reimpose the same.

SUBJECT TO taxes accruing subsequent to December 31, 1999.

Parcel Account #111190-0000

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Constance C. Ruvalo
Constance C. Ruvalo

(Witness Name Typed)

Roberta J. Halverson
Roberta J. Halverson
(Witness Name Typed)

Edward W. Olson
(SEAL)
Edward W. Olson

Lois G. Olson
(SEAL)
Lois G. Olson

0R1528P60365

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared EDWARD W. OLSON and LOIS G. OLSON, his wife, [] personally known to me, or ~~by~~ who produced Florida's license as identification, who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of September, 2000..



ROBERTA J. HALYBURTON
Notary Public, State of Florida
My comm. expires Jan. 25, 2002
Comm. No. CC 710861

Roberta J. Halyburton

(Name of Notary Typed)
Notary Public, State of Florida at Large
My commission expires: _____

H:\USER\WLD\MISC.RE\Olson\Warranty Deed.wpd

LEGAL DESCRIPTION

Cory A. Lang Parcel

In the City of St. Augustine, described as follows:

Beginning at a point on the North line of King Street and the East line of a street running North and South, known as Depot Street, according to map recorded in the Office of the Clerk of the Circuit Court in Map Book 3, page 5, of the Eleanor M. Crosby Tract of the "Ferry Tract", said beginning point being the Southwest corner of the lot herein described; running thence Northerly along the East line of Depot Street 100 feet; thence Easterly and parallel to the North line of King Street 125 feet; thence Southerly and parallel to the East line of Depot Street 100 feet to the North line of King Street; thence Westerly along the North line of King Street 125 feet to the point of beginning, being a portion of the property conveyed by H. J. Usina to Albert Hirth, as per deed recorded in Deed Book 48, page 30, of the public records of St. Johns County, Florida; excepting therefrom that part of the above described property acquired by the State Road Department of Florida and recorded in Deed Book 253, page 696, of the public records of St. Johns County, Florida.

SUBJECT TO covenants, restrictions and easements of record, this reference to which shall not operate to reimpose the same.

SUBJECT TO taxes accruing subsequent to December 31, 1999.

Parcel Account #111190-0000

2
5
PREPARED BY AND RETURN TO:
FRANK J. YONG
P.O. Box 4550
Jacksonville, Florida 32201

FOR RECORDER
Public Records of
St. Johns County, FL
Clerk# 98038310
O.R. 1344 PG 309
03:44PM 08/26/1998
REC \$21.00 SUR \$3.00
Doc Stamps \$14,490.00

Rec - 21.00
Sur - 3.00
Doc - 14,490.00
COMMONWEALTH

WARRANTY DEED

THIS DEED is made as of the 21st day of August, 1998 between MARTIN BROUDY, herein the "Grantor" and BROUDY BROS., LTD., a Florida limited partnership, whose address is Post Office Box 1689, St. Augustine, Florida 32084, and whose taxpayer identification number is 59-3523108, herein the "Grantee". (As used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors, or assigns.)

WITNESSETH That the Grantor in consideration of Ten Dollars (\$10.00) and other valuable considerations to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed and by these presents does hereby grant, bargain, sell, and convey unto the Grantee, and Grantee's heirs, successors and assigns forever all of that certain property situate in St. Johns County, Florida, described as follows:

see Exhibit "A"

PARCEL IDENTIFICATION NUMBER:

The foregoing legal description was provided to the preparer without the benefit of a survey or a title search and the preparer accepts no liability or responsibility whatsoever for any inaccuracies or improprieties contained therein or relating thereto.

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances, unto the Grantee in fee simple. And the Grantor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever.

This conveyance is subject to covenants, easements and restrictions of record and to ad valorem taxes levied or which may become a lien subsequent to December 31 of the calendar year next preceding the date hereof.

IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

M. A. WALTERS
Name Printed: M. A. WALTERS

Martin D. Broudy
Martin D. Broudy

James Spaulding
Name Printed: James Spaulding

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 24th day of August, 1998, by Martin D. Broudy who is personally known to me or who has produced a valid drivers license as identification.

NOTARY PUBLIC

Mary Claire Miller
MARY CLAIRE MILLER
Notary Public - State of Florida
My Commission Expires Jun 14, 2002
Commission # CC 750817

EXHIBIT "A"
[PROPERTY DESCRIPTION]

PARCEL A: A parcel of land in the City of St. Augustine, being a North part of Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Commencing at the intersection of the East line of Hartshorn Street (formerly Cedar Street) with the presently existing North line of King Street; thence North 6 degrees 26 minutes 31 seconds West on said East line of Hartshorn Street, 204.96 feet to the Point of Beginning on the South line of the now existing right of way of the Florida East Coast Railway Company at the Southwest corner of the herein described parcel of land; thence continuing North 6 degrees 26 minutes 31 seconds West 181.08 feet; thence North 85 degrees 19 minutes 13 seconds East, parallel with and 50 feet Southerly as measured at right angles from the centerline of the single tract mainline of said railway company, 853.69 feet; thence Southwesterly, on the Northwesterly right of way line of U. S. Highway No. 1, on a curve concave Southerly with radius of 888.51 feet (arc definition), through a central angle of 16 degrees 44 minutes 16 seconds, an arc distance of 259.56 feet (chord bearing and distance being South 41 degrees 18 minutes 59 seconds West 258.64 feet); thence South 85 degrees 12 minutes 22 seconds West, on said South line of railway right of way, 662.08 feet to the Point of Beginning.

PARCEL B: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Commencing at the intersection of the East line of Hartshorn Street (formerly Cedar Street) with the presently existing North line of King Street; thence North 6 degrees 26 minutes 31 seconds West, on said East line of Hartshorn Street, 204.96 feet; thence North 85 degrees 12 minutes 22 seconds East, on the South line of the now existing right of way of the Florida East Coast Railway Company, 112.80 feet to the Point of Beginning at the Northwest corner of the herein described parcel of land; thence continuing North 85 degrees 12 minutes 22 seconds East, on said South line of railway right of way, 233.87 feet; thence South 9 degrees 52 minutes 04 seconds East, on the West line of Depot Street, 199.04 feet to the North line of the right of way for U. S. Highway No. 1 ramp or turnout to King Street; thence Westerly, on said North right of way line and on a curve concave Northerly with radius of 898.31 feet through a central angle of 2 degrees 46 minutes 33 seconds, an arc distance of 43.52 feet (chord being South 83 degrees 27 minutes 00 seconds West 43.52 feet); thence South 5 degrees 09 minutes 44 seconds East, across the West end of said right of way for U. S. Highway No. 1 ramp or turnout, 1.95 feet; thence South 84 degrees 50 minutes 16 seconds West, on the North line of King Street, 189.38 feet; thence North 10 degrees 01 minute 21 seconds West, on the West line of those lands described in deed recorded in Deed Book 199, page 200, and in Official Records Book 105, page 394, public records of said County, a distance of 204.65 feet to the Point of Beginning.

PARCEL C: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Beginning at the intersection of the East line of Depot Street with the South right of way line of the Florida East Coast Railway Company; thence North 85 degrees 12 minutes 22 seconds east, on said South right of way line, 220.10 feet to the West line of a 10 foot width alley; thence South 9 degrees 52 minutes 04 seconds East, on said West line of alley, 91.28 feet; thence South 31 degrees 51 minutes 15 seconds West, on the Westerly right of way line of U. S. Highway No. 1, a distance of 41.44 feet to the point of curve to the right with radius of 143.00 feet; thence on said curve to the right and on said highway right of way line, through a central angle of 32 degrees 03 minutes 56 seconds, an arc distance of 80.03 feet; thence North 9 degrees 52 minutes 04 seconds West, on the East line of that land described in Deed recorded in Deed Book 197, page 165, public records of said County, a distance of 71.55 feet; thence South 85 degrees 12 minutes 22 seconds West, on the North line of said land described in Deed Book 197, page 165, a distance of 125.00 feet; thence North 9 degrees 52 minutes 04 seconds West, on the East line of Depot Street, 101.84 feet to the Point of Beginning.

PARCEL D: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, being part of that parcel of land described in deed recorded in Deed Book 167, page 6, public records of said County and being more fully described as follows:

Commencing at the intersection of the North line of King Street (being 40 feet in width) with the East line of Depot Street; thence North 84 degrees 50 minutes 16 seconds East, on said North line of King Street, 230.00 feet to a point on the East line of a 10 foot width alley within the right of way for now existing U. S. Highway No. 1; thence North 9 degrees 52 minutes 04 seconds West, on said East line of alley, 123.00 feet to the Point of Beginning on the Westerly right of way line of said highway; thence continuing North 9 degrees 52 minutes 04 seconds West, on said east line of alley, 75.95 feet; thence North 85 degrees 12 minutes 22 seconds East, on the now existing South right of way line of the Florida East Coast Railway Company, 63.00 feet to said Westerly right of way line of highway; thence South 31 degrees 51 minutes 15 seconds West, on said right of way line of highway, 94.29 feet to the Point of Beginning.

PARCEL E: A parcel of land in Section 28, Township 7 South, Range 30 East Situate, lying and being in the County of St. Johns, State of Florida, known and described as:

From the Southwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 28, run North 0 degrees 51 minutes 32 seconds West along the West line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 28, for a distance of 100 feet to a

O.R. 1019 PG 1392

point of intersection with the North right of way line of a 100 foot right of way county road (called Pope Road); thence run North 88 degrees 59 minutes 40 seconds East along the North right of way line of Pope Road, for a distance of 1,270.56 feet, more or less, to a point of intersection with the Westerly right of way line of State Road No. S-3; thence run North 1 degree 39 minutes 38 seconds West along the Westerly right of way line of State Road No. S-3, for a distance of 354.5 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue North 1 degree 39 minutes 38 seconds West along the Westerly right of way line of said State Road No. S-3, for a distance of 103.3 feet, more or less, to a point of intersection with the Southerly right of way line of State Road No. 312; thence run North 82 degrees 24 minutes 28 seconds West along the said Southerly right of way line of said State Road No. 312, for a distance of 202.62 feet to a point; thence run South 1 degree 39 minutes 38 seconds East for a distance of 130.59 feet to a point; thence run South 46 degrees 19 minutes 59 seconds East for a distance of 18.49 feet; thence run North 88 degrees 59 minutes 40 seconds East a distance of 162 feet; thence run North 01 degree 39 minutes 38 seconds West a distance of 10 feet; thence run North 88 degrees 59 minutes 40 seconds East a distance of 25.00 feet to the point of Beginning.

LEGAL DESCRIPTION

Broudy Bros., Ltd.

111110-0000; 111200-0000; 111130-0000; 111225-0120

PARCEL A: A parcel of land in the City of St. Augustine, being a North part of Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Commencing at the intersection of the East line of Hartshorn Street (formerly Cedar Street) with the presently existing North line of King Street; thence North 6 degrees 26 minutes 31 seconds West on said East line of Hartshorn Street, 204.96 feet to the Point of Beginning on the South line of the now existing right of way of the Florida East Coast Railway Company at the Southwest corner of the herein described parcel of land; thence continuing North 6 degrees 26 minutes 31 seconds West 181.08 feet; thence North 85 degrees 19 minutes 13 seconds East, parallel with and 50 feet Southerly as measured at right angles from the centerline of the single tract mainline of said railway company, 853.69 feet; thence Southwesterly, on the Northwesterly right of way line of U. S. Highway No. 1, on a curve concave Southerly with radius of 888.51 feet (arc definition); through a central angle of 16 degrees 44 minutes 16 seconds, an arc distance of 259.56 feet (chord bearing and distance being South 41 degrees 18 minutes 59 seconds West 258.64 feet); thence South 85 degrees 12 minutes 22 seconds West, on said South line of railway right of way, 662.08 feet to the Point of Beginning.

PARCEL B: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Commencing at the intersection of the East line of Hartshorn Street (formerly Cedar Street) with the presently existing North line of King Street; thence North 6 degrees 26 minutes 31 seconds West, on said East line of Hartshorn Street, 204.96 feet; thence North 85 degrees 12 minutes 22 seconds East, on the South line of the now existing right of way of the Florida East Coast Railway Company, 112.80 feet to the Point of Beginning at the Northwest corner of the herein described parcel of land; thence continuing North 85 degrees 12 minutes 22 seconds East, on said South line of railway right of way, 233.87 feet; thence South 9 degrees 52 minutes 04 seconds East, on the West line of Depot Street, 199.04 feet to the North line of the right of way for U. S. Highway No. 1 ramp or turnout to King Street; thence Westerly, on said North right of way line and on a curve concave Northerly with radius of 898.31 feet through a central angle of 2 degrees 46 minutes 33 seconds, an arc distance of 43.52 feet (chord being South 83 degrees 27 minutes 00 seconds West 43.52 feet); thence South 5 degrees 09 minutes 44 seconds East, across the West end of said right of way for U. S. Highway No. 1 ramp or turnout, 1.95 feet; thence South 84 degrees 50 minutes 16 seconds West, on the North line of King Street, 189.38 feet; thence North 10 degrees 01 minute 21 seconds West, on the West line of those lands described in deed recorded in Deed Book 199, page 200, and in Official Records Book 105, page 394, public records of said County, a distance of 204.65 feet to the Point of Beginning.

PARCEL C: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Beginning at the intersection of the East line of Depot Street with the South right of way line of the Florida East Coast Railway Company; thence North 85 degrees 12 minutes 22 seconds east, on said South right of way line, 220.10 feet to the West line of a 10 foot width alley; thence South 9 degrees 52 minutes 04 seconds East, on said West line of alley, 91.28 feet; thence South 31 degrees 51 minutes 15 seconds West, on the Westerly right of way line of U. S. Highway No. 1, a distance of 41.44 feet to the point of curve to the right with radius of 143.00 feet; thence on said curve to the right and on said highway right of way line, through a central angle of 32 degrees 03 minutes 56 seconds, an arc distance of 80.03 feet; thence North 9 degrees 52 minutes 04 seconds West, on the East line of that land described in Deed recorded in Deed Book 197, page 165, public records of said County, a distance of 71.55 feet; thence South 85 degrees 12 minutes 22 seconds West, on the North line of said land described in Deed Book 197, page 165, a distance of 125.00 feet; thence North 9 degrees 52 minutes 04 seconds West, on the East line of Depot Street, 101.84 feet to the Point of Beginning.

PARCEL D: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, being part of that parcel of land described in deed recorded in Deed Book 167, page 6, public records of said County and being more fully described as follows:

Commencing at the intersection of the North line of King Street (being 40 feet in width) with the East line of Depot Street; thence North 84 degrees 50 minutes 16 seconds East, on said North line of King Street, 230.00 feet to a point on the East line of a 10 foot width alley within the right of way for now existing U. S. Highway No. 1; thence North 9 degrees 52 minutes 04 seconds West, on said East line of alley, 123.00 feet to the Point of Beginning on the Westerly right of way line of said highway; thence continuing North 9 degrees 52 minutes 04 seconds West, on said east line of alley, 75.95 feet; thence North 85 degrees 12 minutes 22 seconds East, on the now existing South right of way line of the Florida East Coast Railway Company, 63.00 feet to said Westerly right of way line of highway; thence South 31 degrees 51 minutes 15 seconds West, on said right of way line of highway, 94.29 feet to the Point of Beginning.

PARCEL E: A parcel of land in Section 28, Township 7 South, Range 30 East Situate, lying and being in the County of St. Johns, State of Florida, known and described as:

From the Southwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 28, run North 0 degrees 51 minutes 32 seconds West along the West line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 28, for a distance of 100 feet to a

point of intersection with the North right of way line of a 100 foot right of way county road (called Pope Road); thence run North 88 degrees 59 minutes 40 seconds East along the North right of way line of Pope Road, for a distance of 1,270.56 feet, more or less, to a point of intersection with the Westerly right of way line of State Road No. S-3; thence run North 1 degree 39 minutes 38 seconds West along the Westerly right of way line of State Road No. S-3, for a distance of 354.5 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue North 1 degree 39 minutes 38 seconds West along the Westerly right of way line of said State Road No. S-3, for a distance of 103.3 feet, more or less, to a point of intersection with the Southerly right of way line of State Road No. 312; thence run North 82 degrees 24 minutes 28 seconds West along the said Southerly right of way line of said State Road No. 312, for a distance of 202.62 feet to a point; thence run South 1 degree 39 minutes 38 seconds East for a distance of 130.59 feet to a point; thence run South 46 degrees 19 minutes 59 seconds East for a distance of 18.49 feet; thence run North 88 degrees 59 minutes 40 seconds East a distance of 162 feet; thence run North 01 degree 39 minutes 38 seconds West a distance of 10 feet; thence run North 88 degrees 59 minutes 40 seconds East a distance of 25.00 feet to the point of Beginning.

2
③ In: Estate
Rec: 15.00
Doc: 878.50
Ret: Grantee

Public Records of
St. Johns County, FL
Clerk# 98049545
O.R. 1360 PG 1032
02:59PM 11/03/1998
REC \$13.00 SUR \$2.00
Doc Stamps \$878.50

RECEIVER DEED

THIS DEED made and entered into this 2ND of NOVEMBER, 1998, by and between ARNOLD DELORENZO as RECEIVER, for EDMUND U. O'STEEN, BARBARA O'STEEN AND CLYDE EUGENE O'STEEN, party of the first part; and BROUDY BROS., LTD., whose post office address is

PO BOX 1689 ST. AUGUSTINE FL 32085
party of the second party;

WHEREAS, the said party of the first part was duly appointed RECEIVER for EDMUND U. O'STEEN, BARBARA JEAN O'STEEN AND CLYDE EUGENE O'STEEN under Order Authorizing and Directing receiver to convey real property. Order issued on the 2nd day of October, 1998, Case # CA 95-1244 by the Honorable Weinberg, Circuit Judge, in and for St. Johns County, Florida; and,

WHEREAS, the said party of the first part is authorized to convey such a deed to the party of the second part, and the party of the second part is entitled to such a deed;

NOW THEREFORE, in consideration of the foregoing and in further consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, the party of the first part has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, their heirs and assigns forever, the following described property situate, lying and being in St. Johns County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, charges and profits thereof and also all the estate's right, title and interest, property, possession, claim and demand whatever, both in law and in equity which the said party of the first part had or has by virtue of being Receiver of said property and otherwise of, in and to the above granted premises and every part and parcel thereof with the appurtenances. This deed also conveys all of the fee simple interest of EDMUND U. O'STEEN, BARBARA JEAN O'STEEN, CLYDE EUGENE O'STEEN, their successors or assigns.

TO HAVE AND TO HOLD the above described premises together with the appurtenances and every part thereof unto the said party of the second part, their heirs and assigns in fee simple forever.

And the said party of the first part, as Receiver, for them and their successors and assigns do hereby convey, promise and agree to and with the party of the second part that he is the lawful, and has power to convey as aforesaid and has in all

respects acted in making this conveyance under the powers granted to Receiver under Order Authorizing and Directing Receiver to convey real property and Receiver has not made, done or suffered any act, matter or things whatsoever since appointed as Receiver as aforesaid whereby the above granted premises and any part thereof now or at any time hereafter shall or may be impeached, charged or encumbered in any manner whatsoever.

It is understood that the word "party" and the pronouns referring thereto, whether in sinne and/or neuter, wherever the context so implies or admits.

IN WITNESS WHEREOF, the said party of the first part as Receiver, has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:


Witness Carol A. Lagasse


Witness David Andrews

 L.S.
Arnold DeLorenzo, as
Receiver

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day personally appeared before me, an officer authorized to administer oaths and take acknowledgments, ARNOLD DELORENZO, as Receiver, to me known to be 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 in the State and County last aforesaid this 2nd day of November, 1998.



CAROL A. LAGASSE
My Comm Exp. 7/21/00
Bonded By Service Ins
No. CC570537
☒ Personally Known ☐ Other ID


My commission expires:

This instrument was prepared by M. LAGASSE of Estate Title & Guaranty, Inc. as a necessary fulfillment of a condition set forth in a Title Insurance commitment issued by Estate Title & Guaranty, Inc.; 71 Carrera St.; St. Augustine, Florida 32084

EXHIBIT "A"
BROUDY DEED

LOCATED IN ST. AUGUSTINE, FLORIDA, IN LOT A-6, BLOCK "A" DANCY TRACT AND BEGINNING AT A POINT WHICH POINT IS THE INTERSECTION OF THE SOUTHERN LINE OF THE PROPERTY OF THE FLORIDA EAST COAST RAILWAY COMPANY WITH THE EASTERLY LINE OF HARTSHORN STREET (FORMERLY CEDAR STREET); THENCE RUNNING IN A SOUTHERLY DIRECTION 50 FEET ALONG SAID HARTSHORN STREET (FORMERLY CEDAR STREET) TO A POINT; THENCE RUNNING IN AN EASTERLY DIRECTION IN A LINE PARALLEL TO KING STREET 100 FEET TO A POINT; THENCE RUNNING IN A NORTHERLY DIRECTION IN A LINE PARALLEL TO SAID HARTSHORN STREET (FORMERLY CEDAR STREET) 50 FEET MORE OR LESS TO THE PLACE OF INTERSECTION OF SAID PROPERTY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY; THENCE RUNNING IN A WESTERLY DIRECTION ALONG SAID FLORIDA EAST COAST RAILWAY COMPANY'S SOUTH PROPERTY LINE 100 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID LOT HEREBY CONVEYED BEING A PART OF LOT A-6, BLOCK "A", DANCY TRACT, AND BEING BOUNDED ON THE EAST BY LAND OF THE ESTATE OF S. G. WORLEY; AND ON THE NORTH BY PROPERTY OF FLORIDA EAST COAST RAILWAY COMPANY; ON THE WEST BY HARTSHORN STREET (FORMERLY CEDAR STREET) AND ON THE SOUTH BY LAND OF THE ESTATE OF S. G. WORLEY.

ALSO THE WEST 127 FEET OF LOT A-6, BLOCK "A" DANCY TRACT, EXCEPTING THEREFROM THE NORTH 50 FEET OF THE WEST 100 FEET THEREOF, WHICH NORTH 50 FEET OF THE WEST 100 FEET IS BEING CONVEYED TO GRANTEE IN PARAGRAPH ONE ABOVE.

LEGAL DESCRIPTION

Broudy Bros., Ltd.

111220-0000 and 111225-0000

LOCATED IN ST. AUGUSTINE, FLORIDA, IN LOT A-6, BLOCK "A" DANCY TRACT AND BEGINNING AT A POINT WHICH POINT IS THE INTERSECTION OF THE SOUTHERN LINE OF THE PROPERTY OF THE FLORIDA EAST COAST RAILWAY COMPANY WITH THE EASTERLY LINE OF HARTSHORN STREET (FORMERLY CEDAR STREET); THENCE RUNNING IN A SOUTHERLY DIRECTION 50 FEET ALONG SAID HARTSHORN STREET (FORMERLY CEDAR STREET) TO A POINT; THENCE RUNNING IN AN EASTERLY DIRECTION IN A LINE PARALLEL TO KING STREET 100 FEET TO A POINT; THENCE RUNNING IN A NORTHERLY DIRECTION IN A LINE PARALLEL TO SAID HARTSHORN STREET (FORMERLY CEDAR STREET) 50 FEET MORE OR LESS TO THE PLACE OF INTERSECTION OF SAID PROPERTY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY; THENCE RUNNING IN A WESTERLY DIRECTION ALONG SAID FLORIDA EAST COAST RAILWAY COMPANY'S SOUTH PROPERTY LINE 100 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID LOT HEREBY CONVEYED BEING A PART OF LOT A-6, BLOCK "A", DANCY TRACT, AND BEING BOUNDED ON THE EAST BY LAND OF THE ESTATE OF S. G. WORLEY; AND ON THE NORTH BY PROPERTY OF FLORIDA EAST COAST RAILWAY COMPANY; ON THE WEST BY HARTSHORN STREET (FORMERLY CEDAR STREET) AND ON THE SOUTH BY LAND OF THE ESTATE OF S. G. WORLEY.

ALSO THE WEST 127 FEET OF LOT A-6, BLOCK "A" DANCY TRACT, EXCEPTING THEREFROM THE NORTH 50 FEET OF THE WEST 100 FEET THEREOF, WHICH NORTH 50 FEET OF THE WEST 100 FEET IS BEING CONVEYED TO GRANTEE IN PARAGRAPH ONE ABOVE.



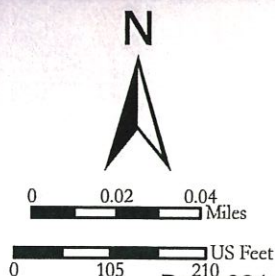
Proposed Land Use



St Johns County, Maxar, Microsoft

2022

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



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.: 2022-0034

Applicant: Ellen Avery-Smith, Esq. c/o Rodgers Towers, P.A.

Owner: Broudy Bros., Ltd.

Address: Portions of N Ponce de Leon Boulevard and W King Street / PID 111190-0000, 111200-0000, 111130-0000, 111110-0000, 111225-0120, 111220-0000, 111225-0000

Parcel Number: 111190-0000, 111200-0000, 111130-0000, 111110-0000, 111225-0120, 111220-0000, 111225-0000

RE: Request to amend the current land use from Commercial Medium Intensity and Industrial Warehouse to the newly created Mobility Oriented Development: MOD land use category and to rezone the property from Commercial medium-two: CM-2 and Industrial and warehousing: IW to the newly created Mobility Oriented Development: MOD 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 Commercial Medium Intensity and a zoning classification of Commercial Medium two (CM-2).
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 from Commercial Medium Intensity and Industrial Warehouse to the newly created Mobility Oriented Development: MOD land use category and to rezone the property from Commercial medium-two: CM-2 and Industrial and warehousing: IW to the newly created Mobility Oriented Development: MOD zoning district.

Subject to the following conditions:

- public benefit meets mobility goals, that it is
- compatible with long term planning goals
- positive economic benefit to west king st
- meets sustainability goals to encourage development on
- west king street
- _____
- _____
- _____

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.

2022-0034

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, Jon DePreter, 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 2022-0034**

AGENDA ITEM	9(b)
APPLICANT	Ellen Aver-Smith, Esq. c/o Rogers Towers, P.A.
OWNER	Broudy Bros., Ltd.
LOCATION	Portions of N Ponce de Leon Boulevard and W King Street / PID 111190-0000, 111200-0000, 111130-0000, 111110-0000, 111225-0120, 111220-0000, and 111225-0000.
REQUEST	To amend the current land use from Commercial Medium Intensity and Industrial Warehouse to the newly created Mobility Oriented Development: MOD land use category and to rezone the property from Commercial Medium-Two: CM-2 and Industrial and Warehousing: IW to the newly created Mobility Oriented Development: MOD zoning district.
CURRENT LAND USE	Commercial Medium Intensity and Industrial Warehouse
CURRENT ZONING	Commercial medium-two (CM-2) and Industrial and warehousing (IW)
PROPOSED LAND USE	Mobility Oriented Development
PROPOSED ZONING	Mobility Oriented Development (MOD)

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 this location is both Commercial Medium Intensity and Industrial Warehouse which are both consistent with the Commercial medium-two and Industrial and Warehousing zoning districts.

The applicant is requesting to change the land use designation to the newly created Mobility Oriented Development land use category as well as the newly created Mobility Oriented Development (MOD) zoning district.

Proposed Land Use

City of St. Augustine – Future Land Use Category – Mobility-Oriented Development

This district is intended to facilitate and encourage development and redevelopment of areas containing or directly contiguous to a Mobility Station.

A Mobility Station means either (i) a transit station, (ii) a commuter rail station, or (ii) a publicly owned parking garage, publicly leased parking garage, or publicly available parking garage containing a minimum of 200 parking spaces available for daily public parking at rates no greater than charged by the City of St. Augustine at the Historic Downtown Parking Facility located at 1 Cordova Street.

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

The City's goal in allowing Mobility-Oriented Development ("MOD") in conjunction with a Mobility Station is to reduce automobile use through the utilization of transit services, alternative mobility solutions and infrastructure for active modes, such as walking and biking.

Mobility Stations must be located at one of the Future Rail Stations identified on the City's 2040 Mobility Plan contained in the Mobility Plan & Mobility Fee Technical Report Executive Summary dated June 2021. A MOD must include a Mobility Station.

MODs shall promote a complimentary, concentrated mixture of transit-supportive uses at higher densities and intensities in conjunction with a Mobility Station. Such districts shall provide internal pedestrian linkage improvements with accommodations for park-and-ride and bikeshare/carshare programs for access into the downtown area. Allowable uses within MODs may include, but are not limited to, Mobility Stations, retail services, grocery stores, restaurants, other commercial and service uses, offices, hotels, multi-family residential units, public buildings and public uses, parks/plazas and similar uses and supporting facilities.

Residential Uses:

Multi-family residential: Maximum of 50 units per acre.

Other Uses:

Maximum lot coverage of 80 percent; maximum building height 75 feet; must include a multi-family residential component and at least one non-residential use, in addition to the Mobility Station.

The Planning and Zoning Board will make a recommendation to the City Commission on the public benefit gained by the Mobility Station component, as well as the compatibility of the mixed-use components of the MOD.

The Future Land Use Map ("FLUM") designation of MOD requires that an active Mobility Station and all other required transit-oriented components of the project be constructed and remain active for use. Should a project fail to build and/or maintain the MOD associated with the project, the FLUM for the property will revert back to the pre-MOD FLUM designation, or may be the subject of a FLUM amendment to any other appropriate and compatible designation. Structures existing at the time of the reverter may be deemed non-conforming, consistent with the City of St. Augustine's municipal code, but may not be allowed to be rebuilt if destroyed, or expanded. Any new construction, reconstruction or unbuilt development will have to conform to the new FLUM designation and associated zoning after the reversion to a non-MOD FLUM category. All applicants for MOD, and their heirs, successors and assigns, understand and agree to be bound by this condition to the MOD FLUM designation.

Rezoning

Proposed Zoning District

City of St. Augustine – Zoning District - Mobility-Oriented Development

Intent: This district is intended to facilitate and encourage development and redevelopment of areas containing or directly contiguous to a Mobility Station. The City's goal in allowing Mobility-Oriented Development in conjunction with a Mobility Station is to reduce automobile use through the utilization of transit services, alternative mobility solutions and infrastructure for active modes, such as walking and biking.

(1) *Definitions:*

- a. "Mobility-Oriented Development" or "MOD" shall mean a type of development or redevelopment in an area containing or directly contiguous to either (i) a transit station, (ii) a commuter rail station, or (iii) a publicly owned parking garage, publicly leased parking garage, or publicly available parking garage containing a minimum of 200 parking spaces available for daily public parking at rates no greater than charged by the City of St. Augustine at the Historic Downtown Parking Facility located at 1 Cordova Street.
- b. "Mobility Station" shall mean either (i) a transit station, (ii) a commuter rail station, or (iii) a publicly owned parking garage, publicly leased parking garage, or publicly available parking garage containing a minimum of 200 parking spaces available for daily public parking at rates no greater than charged by the City of St. Augustine at the Historic Downtown Parking Facility located at 1 Cordova Street.
- c. "Pedestrian Connectivity" shall mean the ability of people to walk from place to place on sidewalks, multi-use paths, pervious paths, greenway system or other type of pedestrian walkway.

(2) *Permitted uses and structures:*

- a. Mobility Station.
- b. Commercial parking facilities and garages (public and private).
- c. Multiple-family dwellings.
- d. Professional and business offices.
- e. Medical and dental offices.
- f. Restaurants, but not drive-in
- g. Retail sales and outlets such as specialty food stores and drug stores, grocery stores/supermarkets, cafes, clothing and hobby shops, antique shops, pet shops (but not kennel or veterinarian), bookstore and news stand, stationery and card shops, leather goods and luggage (including repair but not pawn shops), art and photographic supplies, TV and stereo equipment (including incidental repairs), florist or gift shops, bakeries, sporting goods, sundries and notions, business office supplies, musical instruments, retail sale of alcohol and similar products.
- h. Service establishments such as hair salons, shoe repair shops, interior decorator, photographic or art studio, dance or music studio, health club or facility, tailoring, catering, childcare, adult daycare, dog daycare, pet grooming, self-service laundry or dry cleaner and dry cleaning and laundry package plant in a completely enclosed building using nonflammable liquids with no odor or fumes or steam detectable to

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Portions of N Ponce de Leon Boulevard and W King Street / PID 111190-0000, 111200-0000, 111130-0000, 111110-0000, 111225-0120, 111220-0000, and 111225-0000
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normal sense from off the premises, and similar activities.

- i. Hotels, motels, conference centers and spas.
 - j. Bars/taverns and breweries.
 - k. Banks, loan companies, mortgage brokers, stockbrokers and other financial institutions.
 - l. Art galleries and museums.
 - m. Shopping plazas and shopping centers.
 - n. Public buildings and other public uses.
 - o. Indoor/outdoor recreation.
 - p. Outdoor sales and seating.
- (3) *Permitted accessory uses and structures.* See Section 28-348.
- (4) *Permitted uses by exception:*
- a. See Section 28-347(1) and (2), special event venue as per Section 28-347(8) only allowed as an accessory uses to a principal use.
 - b. Service stations (see Section 28-338).
- (5) *Minimum lot requirements.* None.
- (6) *Maximum lot coverage by all buildings and structures.* Eighty (80) percent.
- (7) *Minimum yard requirements:*
- a. Front, zero (0) feet minimum, provided that no portion of any building (including awnings, porte cocheres, balconies, porches, canopies or other non-occupied appendages may overhand the property line); ten (10) feet maximum.
 - b. Side, five (5) feet.
 - c. Rear, five (5) feet.
- (8) *Maximum height of structures.* Seventy-five (75) feet.
- (9) *Landscaping Category.* Classification 3, as defined in Section 25-54(a).
- (10) A Mobility-Oriented Development must have at least five (5) of the following mobility/transit features:
- a. Commuter rail station.
 - b. Transit station.
 - c. Publicly owned parking garage, publicly leased parking garage, or publicly available parking garage containing a minimum of 200 parking spaces available for daily public parking at rates no greater than charged by the City of St. Augustine at the Historic Downtown Parking Facility located at 1 Cordova Street.
 - d. Publicly available mobility station (e.g., bus, trolley or circulator that serves downtown St. Augustine on a regular, daily schedule).
 - e. Publicly owned mobility station.
 - f. Bicycle station – Mandatory.
 - g. Pedestrian connectivity – Mandatory.
 - h. Water taxi station.
 - i. Ride-sharing hub or dedicated loading area (e.g., Uber or car sharing) – Mandatory.
 - j. Park and ride hub – Mandatory.

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

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 language of the Mobility Oriented Development land use category states **"The Planning and Zoning Board will make a recommendation to the City Commission on the public benefit gained by the Mobility Station component, as well as the compatibility of the mixed-use components of the MOD."**

Any proposed development will need to articulate a public benefit and describe the compatibility of the mixed-use components of the project or be reassigned to another land use category and compatible zoning district or "revert" to the previous designations.

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

Existing Land Use

FLUE Objective 6.5

Commercial Categories: The commercial category is established to encourage a mix of commercial uses that provide necessary businesses and services for residents as well as visitors and promote a diverse economy.

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.

FLUE Objective 6.6

Industrial Categories: The industrial category is established to provide sufficient land for existing and anticipated future industrial needs, including working waterfronts and requisite support services.

FLUE Policy 6.6.1

Industrial

This district is intended to allow light manufacturing and related service, storage and commercial uses including non-residential mixed-use. Maximum lot coverage of 80%; maximum height restriction of 35 feet, and two (2) dwelling units per acre.

- Industrial and commercial mixed-use projects are encouraged.

Existing Zoning Districts

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 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.

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- 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.
 - 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.

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(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.

[Sec. 28-208. - Commercial medium-one: CM-1.]

Intent. This district is intended to apply to areas where adequate lot depth is available to provide meaningful development for service-oriented automotive uses, tourist accommodations, attractions and supporting facilities. It is not intended that this district become or be used for strip commercial purposes.

(1) *Permitted principal uses and structures:*

- a. Service station.
- b. Hotels and motels with or without kitchenettes.
- c. Shopping plaza and shopping center.
- d. Reception and information center.
- e. Museums.
- f. Outdoor recreational facilities.
- g. Service establishments such as hair salons, shoe repair shop, restaurant (including drive-in or fast food), service stations, interior decorator, photographic or art studio, dance or music studio, health club or facility, tailoring, catering, self-service laundry or dry cleaner and dry cleaning and laundry package plant in a completely enclosed building using nonflammable liquids with no odor or fumes or steam detectable to normal senses from off the premises, radio and TV broadcasting office and studio, funeral home, marina, blueprinting, job printing

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Portions of N Ponce de Leon Boulevard and W King Street / PID 111190-0000, 111200-0000, 111130-0000, 111110-0000, 111225-0120, 111220-0000, and 111225-0000
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and newspaper, electronic equipment repair shop, travel agencies, employment offices, furniture reupholstering, video rental and similar activities.

h. Banks and financial institutions.

i. Home office, private.

j. Multiple-family dwellings.

k. Retail outlets such as specialty food stores, pharmacy, supermarkets, clothing and toy and hobby shops, pet shops (but not kennel), bookstore and newsstand, stationery and card shops, leather goods and luggage, jewelry (including repair but not pawn shops), art and photographic supplies, sporting goods, TV and stereo equipment (including repairs), florist or gift shop, bake shop, sundries and notions, business office supplies, musical instruments, records and tapes, art gallery and antique shop, home furnishings and appliances (including repairs), office equipment and furniture, hardware, used merchandise (in a completely enclosed building), duplicating, plant nursery and garden center, alcohol sales and service (without drive-in) and similar products.

l. Business and professional offices.

m. Intermediate care facility.

n. Special event venue as per [section 28-347\(8\)](#).

o. Tattoo parlor or studio.

p. Micropigmentation clinic.

(2) Permissible uses by exception:

a. Any commercial or noncommercial tourist attraction which can be shown to meet the intent of this district. (See definition of "tourist attraction" in [section 28-2](#)).

b. Churches.

c. Wholesaling from sample stock.

d. Uses and structures as for RG-1 ([section 28-163](#)).

e. Commercial parking facilities.

f. Drive-in uses for banks and financial institutions.

g. Single-family uses.

h. Miniwarehouses, and self-storage facilities.

i. Craft alcohol industry. Wholesaling from sample stocks only, provided no manufacturing or storage for distribution is permitted on the premises.

(3) Minimum lot requirements:

a. Lot width, one hundred (100) feet.

b. Lot area, fifteen thousand (15,000) square feet; except as specifically required for certain uses.

(4) Maximum lot coverage of all buildings. Seventy (70) percent.

(5) Minimum yard requirements:

a. Front, zero feet minimum, thirty (30) feet 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

CITY OF ST. AUGUSTINE
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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. Off-street parking shall be permitted in any side or rear yard.

(6) *Maximum height of structures.* Thirty-five (35) feet.

(7) *Permitted accessory uses and structures:*

a. See [section 28-348](#).

b. Parking lots complying with [section 28-347\(3\)](#).]

Sec. 28-226. - Industrial and warehousing: IW.

Intent. This district is intended to allow light manufacturing and related service, storage and commercial uses.

(1) *Permitted uses and structures:*

a. Wholesaling, warehousing, storage or distribution establishments, mini-warehouses, and self-storage facilities and similar uses.

b. Light manufacturing and processing, including food processing, packaging or fabricating; however, any food processing, packaging or fabricating plant engaged in the processing or packaging of shellfish shall be wholly contained within completely enclosed buildings with no odor, fumes or steam detectible to normal senses from off the premises.

c. Printing, lithographing, publishing or similar establishments.

d. Bulk storage yards, not including bulk storage of flammable liquids and acids.

e. Outdoor storage yards and lots, provided, such outdoor storage yard shall not be located closer than twenty-five (25) feet to any public street and that such yard shall be completely enclosed by a solid fence or wall or equivalent visual barrier not less than eight (8) feet high except for entrance and exit and such openings shall be equipped with eight-foot-high visual barrier gates; and provided further that this provision shall not permit wrecking yards (including automobile wrecking yards), junkyards or yards used in whole or in part for scrap or salvage operations, or for processing, storage, display or sales of any scrap, salvage or secondhand building materials, junk automotive vehicles, or secondhand automotive parts.

f. Vocational, technical, trade or industrial schools and similar uses.

g. Miscellaneous uses such as express office, telephone exchange, commercial parking lots and parking garages, motor bus or truck or other transportation terminal.

h. Radio or television broadcasting offices, studios, transmitters or antennas.

i. Any existing industrial use.

j. Railroad right-of-way, tracks, sidings, yard, etc.

k. Boatbuilding.

l. Tattoo parlor or studio.

m. Craft alcohol industry, but no retail sales.

(2) *Permitted accessory uses and structures:*

a. See [section 28-348](#).

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STAFF REPORT & RECOMMENDATION

b. Residential facilities (including not more than one (1) mobile home) located on the same premises as an industrial use for the use of watchmen or caretakers whose employment requires residence on the premises.

(3) *Permissible uses by exception:*

- a. Retail establishments for sale of new and used automobiles, motorcycles, trucks and tractors, boats, automotive vehicle parts and accessories, heavy machinery and equipment, farm equipment and supplies, lumber and building supplies, monuments and similar uses.
- b. Service establishments catering to commerce and industry, including linen supply, laundry package dry cleaning plants, freight movers, communications services, business machine services, canteen services, restaurants (including drive-in restaurants), hiring and union halls, employment agencies, sign companies, automobile service stations and truck stops, and similar uses.
- c. Bulk storage yards for flammable liquids and acids.
- d. Special cabarets to the extent otherwise authorized by law.
- e. Facilities for hydrocultural, agricultural or cultivation of legally available marijuana.
- f. Facilities for manufacturing, production or processing of legally available marijuana.

(4) *Minimum lot requirements.* None.

(5) *Minimum yard requirements:*

- a. Front, none.
- b. Side, five (5) feet.
- c. Rear, five (5) feet.

(6) *Maximum lot coverage by all buildings.* Eighty (80) percent.

(7) *Maximum height of structures.* Thirty-five (35) feet for buildings and structures set back at least twenty (20) feet from the front property line or public right-of-way. Thirty (30) feet for buildings and structures set back at least fifteen (15) feet, but not more than twenty (20) feet, from the front property line or public right-of-way. Twenty-five (25) feet for buildings and structures set back at least ten (10) feet, but not more than fifteen (15) feet, from the front property line or public right-of-way. Twenty (20) feet for buildings and structures set back at least five (5) feet, but not more than ten (10) feet, from the front property line or public right-of-way. Fifteen (15) feet for buildings and structures set back not more than five (5) feet, from the front property line or public right-of-way.



CITY OF ST AUGUSTINE
APPLICATION TO PLANNING AND ZONING BOARD

Application Fee: \$400 (plus advertising costs) Project Number: 2022-0034
Receipt Number: 2373895 Meeting Date: June 7, 2022
Advertising Costs: \$ _____ Paid On: _____ Receipt Number: _____

1. NAME OF APPLICANT: Ellen Avery-Smith, Esq. Contact Number: 904-825-1615
Business (if applicable): Rogers Towers, P.A.
Address: 100 Whetstone Place, Ste. 200 City: St. Augustine State: FL Zip: 32086
E-Mail Address: eaverysmith@rtlaw.com
2. NAME OF PROPERTY OWNER: Broudy Bros., Ltd. Contact Number: _____
Business (if applicable): _____
Address: P.O. Box 1689 City: St. Augustine State: FL Zip: 32085
E-Mail Address: _____
3. LEGAL DESCRIPTION OF PROJECT PROPERTY:
Lot: A-1, 3, 4, 5 and 6 Block: A
Subdivision: Dancy Tract Resubdivision of Block A Parcel Number: 111190-0000; 111200-0000;
111130-0000; 111110-0000; 111225-0120;
111220-0000; 111225-0000
4. PROJECT STREET ADDRESS: Portions of N. Ponce de Leon Blvd. and W. King Street
5. SPECIFIC PROPOSED USE: Mobility Oriented Development
6. ACTION REQUESTED:
☐ Conservation Zone Development ☐ Appeal of Staff Determination
☐ Exception ☒ Land Use Plan Amendment
☐ Variance ☒ Rezoning
☐ Other: _____
7. DESCRIPTION OF ACTION REQUESTED: Owners of Property seek a Small-Scale Comprehensive Plan Amendment
from Commercial Medium Intensity and Industrial to Mobility Oriented Development ("MOD") future land use category and a Rezoning from Commercial
Medium-Two (CM-2) and Industrial and Warehousing (IW) to Mobility Oriented Development ("MODZ") zoning district.
8. JUSTIFICATION FOR ACTION REQUESTED: Owners seek the above-referenced Future Land Use Map
and zoning designation changes in order to facilitate and encourage development and
redevelopment of the Property into a "Mobility Station". The Mobility Station will
contain the required public transit components and related commercial, office and
multi-family residential components.

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.



5-5-22

Signature of Applicant

Date

Signature of Property Owner

Date

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

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

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Signature of Applicant

Date

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.

Ellen Avery-Smith, Esq.

Print name of applicant

Ellen Avery-Smith

Signature of applicant

5-5-22

Date



Owner's Authorization For Agent

Ellen Avery-Smith, Esq. of
Rogers Towers, P.A.

is/are hereby authorized TO ACT ON

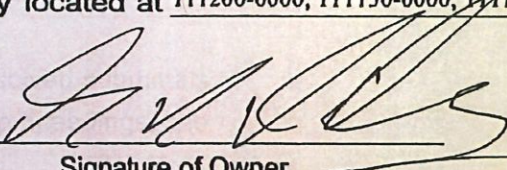
BEHALF OF, Broudy Bros., Ltd. the owner(s) of those
lands described Within the attached application, and as described
in the attached deed or other such proof of ownership as may be
required, in applying to the City of St. Augustine's:

☐ Historic Architectural Review Board

☒ Planning and Zoning Board

property located at 111200-0000; 111130-0000; 111110-0000; 111225-0120; 111220-0000; 111225-0000

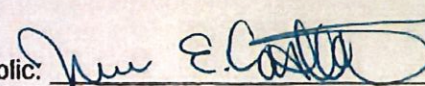
BY:


Signature of Owner

BROUDY BROS
Print Name of Owner

904-342-5929
Telephone

Sworn to and subscribed before me on this 5th day of May, 2022

Notary Public: 

My Commission expires on

3-9-2026





ATTORNEYS AT LAW

Ellen Avery-Smith

904. 824. 0879 . x5207
EAverySmith@rtlaw.com

100 Wheelstone Place • Suite 200
St. Augustine, Florida 32086

904. 396. 0663 Fax
www.rtlaw.com

May 5, 2022

Amy McClure Skinner
Planning and Building Director
City of St. Augustine
75 King Street
St. Augustine, Florida 32084

**Re: Broudy Property/Applications for Small-Scale Comprehensive Plan
Amendment and Rezoning**

Dear Ms. Skinner:

Our client, Barry Broudy, is an owner in and authorized representative of land located north of West King Street and west of U.S. Highway 1 in the City of St. Augustine (the "Property").

The Property has Future Land Use Map ("FLUM") designations of Commercial Medium Intensity and Industrial and zoning districts of Commercial Medium-Two ("CM-2") and Industrial and Warehousing ("IW"). Mr. Broudy wants to change the FLUM designation of the Property to the City's new Mobility-Oriented Development ("MOD") and the zoning district to the new Mobility-Oriented Development ("MODZ") category.

The MOD FLUM designation and MODZ zoning category require the location of a Mobility Station, as that term is defined in the City of St. Augustine Comprehensive Plan and Land Development Regulations (as the Comprehensive Plan and Regulations are being amended to include the MOD FLUM designation and MODZ zoning district). The Property is located at one of the future rail stations identified in the City's 2040 Mobility Plan and will contain the components necessary for a Mobility Station. The location of the Property at the intersection of West King Street and U.S. Highway 1, outside of the historic district but walkable to downtown and West Augustine, make it an ideal location for the City's first Mobility Station.

Enclosed herein are an application for a Small-Scale Comprehensive Plan Amendment and Rezoning, supplemental maps, deeds, legal descriptions for the parcels comprising the Property and other documents, along with an application fee in the amount of \$400, payable to the City of St. Augustine.

We look forward to working with you and your colleagues on this project.

Amy Skinner
May 5, 2022
Page 2

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Ellen Avery-Smith".

Ellen Avery-Smith

cc: Isabelle Lopez, Esq.
David Birchim
Barry Broudy
Jason Perry

City of St. Augustine
Application to Planning and Zoning Board
Supplemental Information

Co-Applicant:

Cory A. Lang
194 W. King Street
St. Augustine, Florida 32084



Owner's Authorization For Agent

Broudy Bros., Ltd. and
Rogers Towers, P.A.

_____ is/are hereby authorized TO ACT ON
BEHALF OF, Cory A. Lang the owner(s) of those
lands described Within the attached application, 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:

☐ Historic Architectural Review Board

☒ Planning and Zoning Board

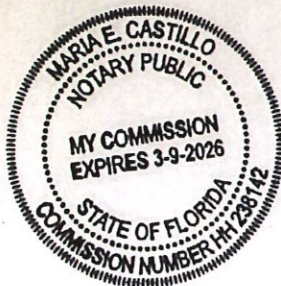
property located at 111190-0000

BY: Cory A. Lang
Signature of Owner

Cory A. Lang
Print Name of Owner

904 377-3060
Telephone

Sworn to and subscribed before me on this 4th day of April, 2022



Notary Public: Maria E. Castillo

My Commission expires on 3-9-2026

8238

THIS INSTRUMENT PREPARED BY:
Susan S. Bloodworth
Rogers Towers Bailey Jones & Gay, P.A.
170 Malaga Street, Suite A
P. O. Box 3504
St. Augustine, FL 32085-3504

Public Records of
St. Johns County, FL
Clerk# 00-040369
O.R. 1528 PG 364
04:41PM 09/15/2000
REC \$9.00 SUR \$1.50
Doc Stamps \$875.00

WARRANTY DEED

THIS INDENTURE made this 15th day of September, 2000, BETWEEN EDWARD W. OLSON and LOIS G. OLSON, his wife, whose address is 580 West Tropic Way, St. Augustine, Florida 32084, Grantor, and CORY A. LANG whose post office address is 3921 Barbara Terrace, St. Augustine, Florida 32086, of the County of St. Johns, State of Florida, Grantee.

WITNESSETH, That said Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Johns County, Florida, to-wit:

In the City of St. Augustine, described as follows:

Beginning at a point on the North line of King Street and the East line of a street running North and South, known as Depot Street, according to map recorded in the Office of the Clerk of the Circuit Court in Map Book 3, page 5, of the Eleanor M. Crosby Tract of the "Ferry Tract", said beginning point being the Southwest corner of the lot herein described; running thence Northerly along the East line of Depot Street 100 feet; thence Easterly and parallel to the North line of King Street 125 feet; thence Southerly and parallel to the East line of Depot Street 100 feet to the North line of King Street; thence Westerly along the North line of King Street 125 feet to the point of beginning, being a portion of the property conveyed by H. J. Usina to Albert Hirth, as per deed recorded in Deed Book 48, page 30, of the public records of St. Johns County, Florida; excepting therefrom that part of the above described property acquired by the State Road Department of Florida and recorded in Deed Book 253, page 696, of the public records of St. Johns County, Florida.

SUBJECT TO covenants, restrictions and easements of record, this reference to which shall not operate to reimpose the same.

SUBJECT TO taxes accruing subsequent to December 31, 1999.

Parcel Account #111190-0000

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Constance C. Ruvoia
Constance C. Ruvoia

(Witness Name Typed)

Roberta J. Halverson
Roberta J. Halverson
(Witness Name Typed)

Edward W. Olson
Edward W. Olson (SEAL)

Lois G. Olson
Lois G. Olson (SEAL)

0R1528P60365

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared EDWARD W. OLSON and LOIS G. OLSON, his wife, [] personally known to me, or by who produced FL driver's license as identification, who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of September, 2000..



ROBERTA J. HALYBURTON
Notary Public, State of Florida
My comm. expires Jan. 25, 2002
Comm. No. CC 710661

Roberta J. Halyburton

(Name of Notary Typed)
Notary Public, State of Florida at Large
My commission expires: _____

H:\USER\MLD\MISC.RE\Olson\Warranty Deed.wpd

LEGAL DESCRIPTION

Cory A. Lang Parcel

In the City of St. Augustine, described as follows:

Beginning at a point on the North line of King Street and the East line of a street running North and South, known as Depot Street, according to map recorded in the Office of the Clerk of the Circuit Court in Map Book 3, page 5, of the Eleanor M. Crosby Tract of the "Ferry Tract", said beginning point being the Southwest corner of the lot herein described; running thence Northerly along the East line of Depot Street 100 feet; thence Easterly and parallel to the North line of King Street 125 feet; thence Southerly and parallel to the East line of Depot Street 100 feet to the North line of King Street; thence Westerly along the North line of King Street 125 feet to the point of beginning, being a portion of the property conveyed by H. J. Usina to Albert Hirth, as per deed recorded in Deed Book 48, page 30, of the public records of St. Johns County, Florida; excepting therefrom that part of the above described property acquired by the State Road Department of Florida and recorded in Deed Book 253, page 696, of the public records of St. Johns County, Florida.

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Parcel Account #111190-0000



St. Johns County, FL

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Summary

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Parcel ID 1111900000
Location Address 194 W KING ST
SAINT AUGUSTINE 32084-0000
Neighborhood W King from St Seb River to Palmer St (COM) (2287.03)
Tax Description* 3-5 (8) DANCY TR W125 OF S100 FT LOT A-4 BLK A (EX R/W US 1 IN DB253/696) OR1528/364
*The Description above is not to be used on legal documents.
Property Use Code Service Stations (Automotive) (Owner Occupied) (2605)
Subdivision Dancy Tract Resubdivision of Block 1
Sec/Twp/Rng 37-7-30
District City of St Augustine (District 452)
Millage Rate 19.3368
Acreage 0.250
Homestead N

Owner Information

Owner Name [Lang Cory A 100%](#)
Mailing Address 194 W KING ST
SAINT AUGUSTINE, FL 32084-4141

Map



Valuation Information

Building Value	2022
Extra Features Value	\$26,679
Total Land Value	\$9,710
Agricultural (Assessed) Value	\$161,040
Agricultural (Market) Value	\$0
Just (Market) Value	\$0
Total Deferred	\$197,429
Assessed Value	\$0
Total Exemptions	\$197,429
Taxable Value	\$0

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	\$20,555	\$6,185	\$161,040	\$0	\$0	\$187,780	\$187,780	\$0	\$187,780
2020	\$22,023	\$7,080	\$161,040	\$0	\$0	\$190,143	\$190,143	\$0	\$190,143
2019	\$22,276	\$7,976	\$161,040	\$0	\$0	\$191,292	\$175,322	\$15,970	\$175,322
2018	\$13,914	\$8,872	\$161,040	\$0	\$0	\$183,826	\$159,384	\$24,442	\$159,384
2017	\$17,118	\$8,323	\$161,040	\$0	\$0	\$186,481	\$144,895	\$41,586	\$144,895
2016	\$17,539	\$9,044	\$161,040	\$0	\$0	\$187,623	\$131,723	\$55,900	\$131,723
2015	\$18,458	\$9,767	\$161,040	\$0	\$0	\$189,265	\$119,748	\$69,517	\$119,748
2014	\$18,273	\$10,069	\$80,520	\$0	\$0	\$108,862	\$108,862	\$0	\$108,862
2013	\$17,682	\$10,069	\$80,520	\$0	\$0	\$108,271	\$108,271	\$0	\$108,271
2012	\$17,555	\$10,069	\$80,520	\$0	\$0	\$108,144	\$108,144	\$0	\$108,144
2011	\$18,265	\$10,069	\$91,256	\$0	\$0	\$119,590	\$119,590	\$0	\$119,590
2010	\$26,182	\$8,342	\$101,992	\$0	\$0	\$136,516	\$136,516	\$0	\$136,516

Building Information

Building	1
Year Built	1960
Actual Area	828
Conditioned Area	828
Use	Repair Service Shops (Auto)
Style	04
Class	N
Exterior Wall	Concrete Block

Roof Cover	Built Up, Composite Shingle
Roof Structure	Rigid Frame
Interior Flooring	Concrete Finish
Interior Wall	Minimum
Heating Type	None
Air Conditioning	None
Bedrooms	0
Baths	

Description	Square Footage
BASE AREA	828
Total SqFt	828

Building	2
Year Built	1986

Roof Cover	Modular Metal
Roof Structure	Steel Frame

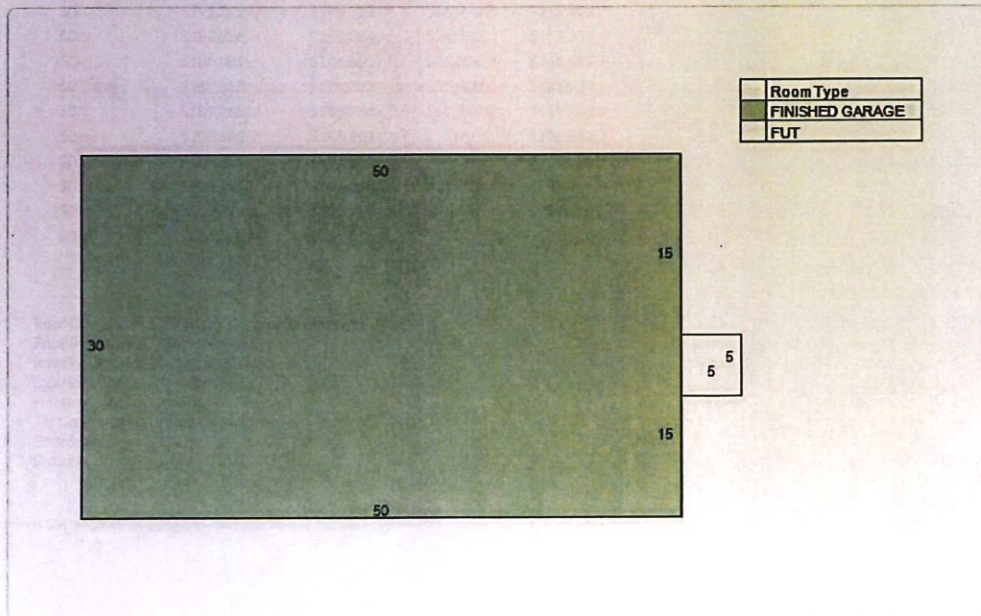
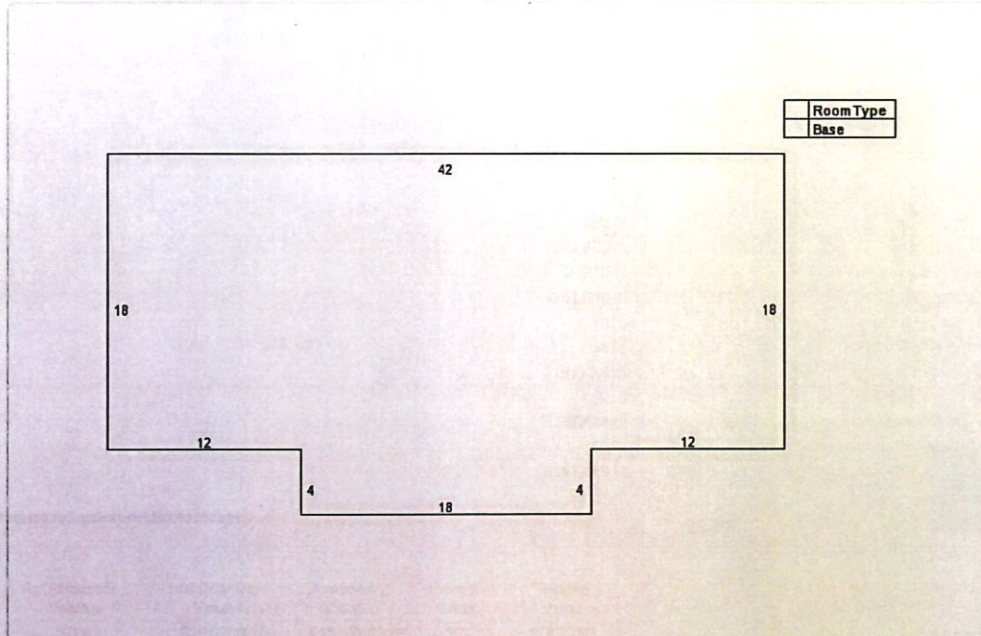
Actual Area 1525
 Conditioned Area 0
 Use Garage
 Style 04
 Class N
 Exterior Wall Modular Metal

Interior Flooring Concrete Finish
 Interior Wall
 Heating Type None
 Air Conditioning None
 Bedrooms 0
 Baths

Description
 FINISHED GARAGE
 FRAME UTILITY
 Total SqFt

Square Footage
 1500
 25
 1525

Sketch Information



Extra Feature Information

Code Description	Status	Value
Concrete Paving		2685
Asphalt Paving		3080
Masonry Wall		2972
Canopy		726
Wood Fence		105
Lean-To Shelter		142

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Service Stations (Automotive)	0	0	10736	SF	\$161,040

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
	9/15/2000	\$125,000.00	WARRANTY DEED	1528	364	Q	I	OLSON EDWARD W & LOIS G	LAND CORY A
	10/1/1984	\$58,000.00		658	1810	Q	I		OLSON EDWARD W, LOIS G
	5/1/1978	\$0.00		588	458	U	I		

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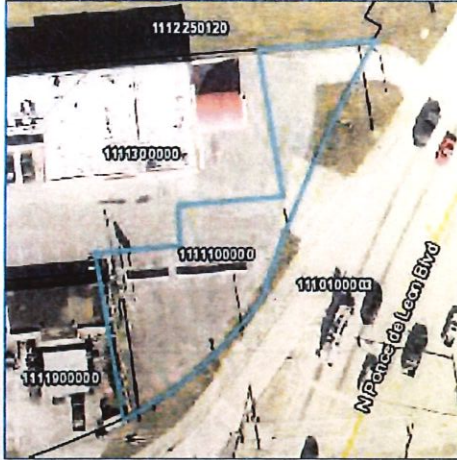


Parcel ID 1111100000
Location W KING ST
Address SAINT AUGUSTINE 32084-0000
Neighborhood Ponce Boulevard North (COM) (681.01)
Tax 3-5 (5) DANCY TRACT PARTS OF LOTS A-3 & A-4 BLK A (EX R/W OF US 1) & INCL VACATED UN- NAMED ALLEY CITY ORD#2010-36 (EX PT OF PARCEL
Description* 100 TO FDOT IN OR3410/444) DB167/6 & OR491/772 & 1344/309 & 3369/557(CITY ORDINANCE)
*The Description above is not to be used on legal documents.
Property Use Parking Lots (Owner Occupied) (2815)
Code
Subdivision Dancy Tract Resubdivision of Block 1
Sec/Twp/Rng 37-7-30
District City of St Augustine (District 452)
Millage Rate 19.3368
Acreage 0.180
Homestead N

Owner Information

Owner Name [Broudy Bros Ltd](#) 100%
Mailing Address PO BOX 1689
SAINT AUGUSTINE, FL 32085-1689

Map



Valuation Information

	2022
Building Value	\$0
Extra Features Value	\$10,555
Total Land Value	\$120,405
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$130,960
Total Deferred	\$10,071
Assessed Value	\$120,889
Total Exemptions	\$0
Taxable Value	\$120,889

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	\$0	\$10,555	\$120,405	\$0	\$0	\$130,960	\$109,899	\$21,061	\$109,899
2020	\$0	\$10,555	\$120,405	\$0	\$0	\$130,960	\$99,908	\$31,052	\$99,908
2019	\$0	\$10,555	\$80,270	\$0	\$0	\$90,825	\$90,825	\$0	\$90,825
2018	\$0	\$10,555	\$80,270	\$0	\$0	\$90,825	\$90,825	\$0	\$90,825
2017	\$0	\$5,753	\$80,270	\$0	\$0	\$86,023	\$86,023	\$0	\$86,023
2016	\$0	\$5,753	\$80,270	\$0	\$0	\$86,023	\$86,023	\$0	\$86,023
2015	\$0	\$5,753	\$80,270	\$0	\$0	\$86,023	\$86,023	\$0	\$86,023
2014	\$0	\$5,753	\$74,250	\$0	\$0	\$80,003	\$80,003	\$0	\$80,003
2013	\$0	\$5,753	\$74,250	\$0	\$0	\$80,003	\$80,003	\$0	\$80,003
2012	\$0	\$5,753	\$74,250	\$0	\$0	\$80,003	\$80,003	\$0	\$80,003
2011	\$0	\$5,753	\$93,808	\$0	\$0	\$99,561	\$99,561	\$0	\$99,561
2010	\$0	\$0	\$111,930	\$0	\$0	\$111,930	\$111,930	\$0	\$111,930

Extra Feature Information

Code Description	Status	Value
Asphalt Paving		10555

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Owner Occupied Parking Lots	0	0	8027	SF	\$120,405

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
10/26/2010	10/25/2010	\$0.00	VACATION OF R/W	3369	557	U	V	CITY OF ST AUGUSTINE	BROUDY BROS LTD
	8/24/1998	\$2,070,000.00	WARRANTY DEED	1344	309	U	V	BROUDY MARTIN	BROUDY BROS LTD



St. Johns County, FL

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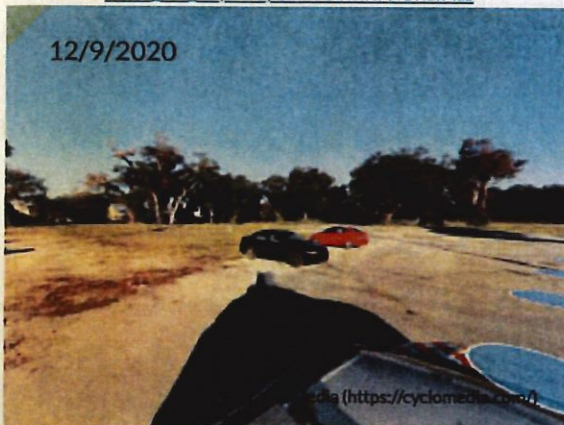
[Sales Questionnaire](#)

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Summary

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Parcel ID	1112000000
Location Address	198 W KING ST SAINT AUGUSTINE 32084-0000
Neighborhood	W King from St Seb River to Palmer St (COM) (2287.03)
Tax Description*	3-5 (9) DANCY TRACT PT OF LOTS A-5 & A-6 BLK A 233FT ON KING STREET (EX R/W US 1) (EX DOT PARCEL 101 IN OR2821/829) OR105/396 & 1344/309 *The Description above is not to be used on legal documents.
Property Use Code	Vacant Commercial (1000)
Subdivision	Dancy Tract Resubdivision of Block 1
Sec/Twp/Rng	37-7-30
District	City of St Augustine (District 452)
Millage Rate	19.3368
Acreage	1.070
Homestead	N

Owner Information

Owner Name	Broudy Bros Ltd 100%
Mailing Address	PO BOX 1689 SAINT AUGUSTINE, FL 32085-1689

Map



Valuation Information

Building Value	2022
Extra Features Value	\$0
Total Land Value	\$11,104
Agricultural (Assessed) Value	\$448,336
Agricultural (Market) Value	\$0
Just (Market) Value	\$0
Total Deferred	\$459,440
Assessed Value	\$0
Total Exemptions	\$459,440
Taxable Value	\$0
	\$459,440

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	\$0	\$11,104	\$448,336	\$0	\$0	\$459,440	\$459,440	\$0	\$459,440
2020	\$0	\$11,104	\$448,336	\$0	\$0	\$459,440	\$423,984	\$35,456	\$423,984
2019	\$0	\$11,104	\$374,336	\$0	\$0	\$385,440	\$385,440	\$0	\$385,440
2018	\$0	\$11,115	\$374,336	\$0	\$0	\$385,451	\$385,451	\$0	\$385,451
2017	\$0	\$8,073	\$374,336	\$0	\$0	\$382,409	\$382,409	\$0	\$382,409
2016	\$0	\$16,861	\$374,336	\$0	\$0	\$391,197	\$391,197	\$0	\$391,197
2015	\$19,993	\$19,449	\$374,336	\$0	\$0	\$413,778	\$375,062	\$38,716	\$375,062
2014	\$168,850	\$20,041	\$152,074	\$0	\$0	\$340,965	\$340,965	\$0	\$340,965
2013	\$180,910	\$22,629	\$152,074	\$0	\$0	\$355,613	\$355,613	\$0	\$355,613
2012	\$200,982	\$20,681	\$152,074	\$0	\$0	\$373,737	\$373,737	\$0	\$373,737
2011	\$212,147	\$20,681	\$175,470	\$0	\$0	\$408,298	\$408,298	\$0	\$408,298
2010	\$223,313	\$20,681	\$198,866	\$0	\$0	\$442,860	\$442,860	\$0	\$442,860

Extra Feature Information

Code Description	Status	Value
Asphalt Paving		11104

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Vacant Commercial	185	200	37000	SF	\$370,000
Vacant Commercial	48	204	9792	SF	\$78,336

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
	8/24/1998	\$2,070,000.00	WARRANTY DEED	1344	309	U	I	BROUDY MARTIN	BROUDY BROS LTD



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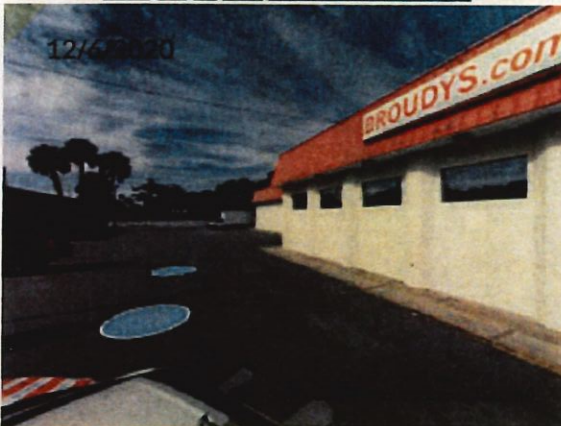
[Sales Questionnaire](#)

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Summary

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Parcel ID	1111300000
Location	35 N PONCE DE LEON BLVD
Address	SAINT AUGUSTINE 32084-0000
Neighborhood	Liquor Store Countywide (COM) (680.16)
Tax	3-5 (6) DANCY TR W220FT OF LOT A-4 BLK A (EX W125 OF S100FT E40 OF W165 OF S110FT SE 63 X 130 X 51.7 X 129.75FT R/W US 1 DB253/696
Description*	DB254/67) OR 116/264 & 1344/309 <i>*The Description above is not to be used on legal documents.</i>
Property Use	Owner Occupied Stores (1105)
Code	
Subdivision	Dancy Tract Resubdivision of Block 1
Sec/Twp/Rng	37-7-30
District	City of St Augustine (District 452)
Millage Rate	19.3368
Acreage	0.470
Homestead	N

Owner Information

Owner Name	Broudy Bros Ltd 100%
Mailing Address	PO BOX 1689 SAINT AUGUSTINE, FL 32085-1689

Map



Valuation Information

Building Value	2022
Extra Features Value	\$240,887
Total Land Value	\$18,732
Agricultural (Assessed) Value	\$308,310
Agricultural (Market) Value	\$0
Just (Market) Value	\$0
Total Deferred	\$567,929
Assessed Value	\$53,855
Total Exemptions	\$514,074
Taxable Value	\$0
	\$514,074

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	\$207,647	\$14,981	\$308,310	\$0	\$0	\$530,938	\$467,340	\$63,598	\$467,340
2020	\$218,974	\$16,970	\$308,310	\$0	\$0	\$544,254	\$424,855	\$119,399	\$424,855
2019	\$168,036	\$18,959	\$205,540	\$0	\$0	\$392,535	\$386,232	\$6,303	\$386,232
2018	\$126,028	\$19,552	\$205,540	\$0	\$0	\$351,120	\$351,120	\$0	\$351,120
2017	\$128,022	\$12,251	\$205,540	\$0	\$0	\$345,813	\$345,813	\$0	\$345,813
2016	\$128,022	\$12,335	\$205,540	\$0	\$0	\$345,897	\$345,897	\$0	\$345,897
2015	\$134,423	\$12,421	\$205,540	\$0	\$0	\$352,384	\$332,434	\$19,950	\$332,434
2014	\$135,553	\$12,505	\$154,155	\$0	\$0	\$302,213	\$302,213	\$0	\$302,213
2013	\$143,084	\$12,590	\$154,155	\$0	\$0	\$309,829	\$309,829	\$0	\$309,829
2012	\$150,614	\$12,675	\$154,155	\$0	\$0	\$317,444	\$317,444	\$0	\$317,444
2011	\$158,145	\$12,760	\$174,709	\$0	\$0	\$345,614	\$345,614	\$0	\$345,614
2010	\$165,676	\$12,844	\$195,263	\$0	\$0	\$373,783	\$373,783	\$0	\$373,783

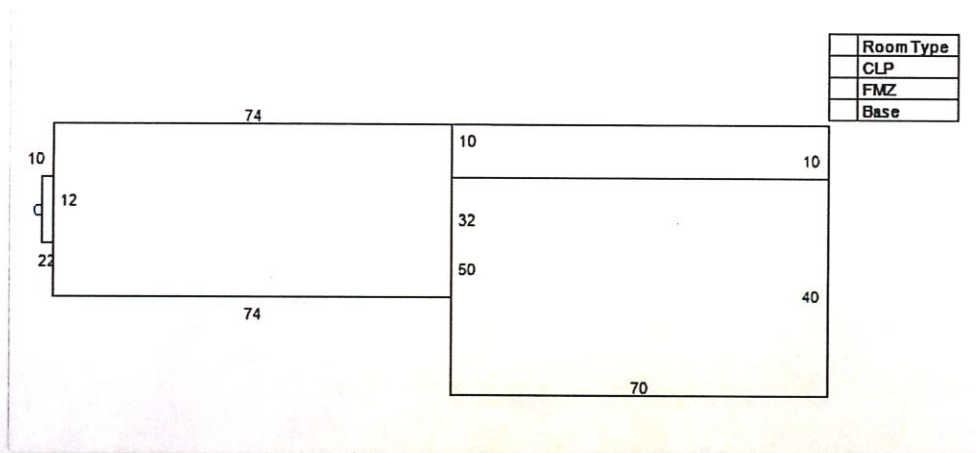
Building Information

Building	1
Year Built	1973
Actual Area	6592
Conditioned Area	6253
Use	Stores (Retail)
Style	04
Class	N
Exterior Wall	Concrete Stucco

Roof Cover	Built Up, Modular Metal
Roof Structure	Rigid Frame
Interior Flooring	Vinyl Tile
Interior Wall	Wall Board
Heating Type	Air Duct
Air Conditioning	Central
Bedrooms	
Baths	

Description	Square Footage
BASE AREA	2368
BASE AREA	3500
FINISHED MEZZANINE	700
LOADING PLATFORM	24
Total SqFt	6592

Sketch Information



Extra Feature Information

Code Description	Status	Value
Asphalt Paving		16200
Concrete Paving		516
Masonry Wall		1791
Steel Door		140
Pole Light		85

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Owner Occupied Stores	0	0	20554	SF	\$308,310

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
	8/24/1998	\$2,070,000.00	WARRANTY DEED	1344	309	U	I	BROUDY MARTIN	BROUDY BROS LTD

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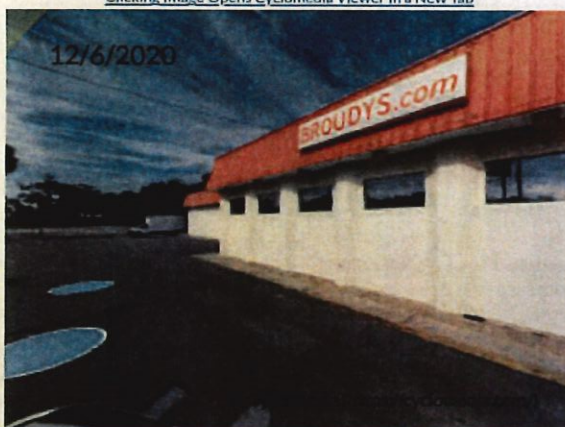
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2021 TRIM Notice

[2021 TRIM Notice \(PDF\)](#)

Summary

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Parcel ID	1112250120
Location Address	39 N PONCE DE LEON BLVD SAINT AUGUSTINE 32084-0000
Neighborhood	Ponce Boulevard North (COM) (681.01)
Tax Description*	(12) DANCY TRACT ALL LOT 1-ALYING W OF R/W US 1 BLK A (EX PT OF PARCEL 100 TO FDOT IN OR3410/444) OR784/852 &1344/309 <i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Vacant Commercial (1000)
Subdivision	Dancy Tract Resubdivision of Block 1
Sec/Twp/Rng	37-7-30
District	City of St Augustine (District 452)
Millage Rate	19.3368
Acreage	2.960
Homestead	N

Owner Information

Owner Name	Broudy Bros Ltd 100%
Mailing Address	PO BOX 1689 SAINT AUGUSTINE, FL 32085-1689

Map



Valuation Information

Building Value	2022
Extra Features Value	\$0
Total Land Value	\$0
Agricultural (Assessed) Value	\$129,002
Agricultural (Market) Value	\$0
Just (Market) Value	\$0
Total Deferred	\$129,002
Assessed Value	\$0
Total Exemptions	\$129,002
Taxable Value	\$0
	\$129,002

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	\$0	\$0	\$129,002	\$0	\$0	\$129,002	\$129,002	\$0	\$129,002
2020	\$0	\$0	\$129,002	\$0	\$0	\$129,002	\$129,002	\$0	\$129,002
2019	\$0	\$0	\$129,002	\$0	\$0	\$129,002	\$129,002	\$0	\$129,002
2018	\$0	\$0	\$129,002	\$0	\$0	\$129,002	\$129,002	\$0	\$129,002
2017	\$0	\$0	\$129,002	\$0	\$0	\$129,002	\$129,002	\$0	\$129,002
2016	\$0	\$0	\$129,002	\$0	\$0	\$129,002	\$129,002	\$0	\$129,002
2015	\$0	\$0	\$129,002	\$0	\$0	\$129,002	\$129,002	\$0	\$129,002
2014	\$0	\$0	\$129,002	\$0	\$0	\$129,002	\$129,002	\$0	\$129,002
2013	\$0	\$0	\$129,002	\$0	\$0	\$129,002	\$129,002	\$0	\$129,002
2012	\$0	\$0	\$129,002	\$0	\$0	\$129,002	\$129,002	\$0	\$129,002
2011	\$0	\$0	\$148,479	\$0	\$0	\$148,479	\$148,479	\$0	\$148,479
2010	\$0	\$0	\$168,726	\$0	\$0	\$168,726	\$168,726	\$0	\$168,726

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Vacant Commercial	0	0	129002	SF	\$129,002

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
	8/24/1998	\$2,070,000.00	WARRANTY DEED	1344	309	U	V	BROUDY MARTIN D	BROUDY BROS LTD
	5/1/1988	\$0.00		784	852	U	V		BROUDY MARTIN D, MIRIAM

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

2
5

PREPARED BY AND RETURN TO:
FRANK J. YONG
P.O. Box 4550
Jacksonville, Florida 32201

Ret

FOR RECORDER
Public Records of
St. Johns County, FL
Clerk# 98038310
O.R. 1344 PG 309
03:44PM 08/26/1998
REC \$21.00 SUR \$3.00
Doc Stamps \$14,490.00

Rec. 21.00
Sur. 3.00

Doc - COMMONWEALTH

Doc - 14,490.00

WARRANTY DEED

THIS DEED is made as of the 21st day of August, 1998 between **MARTIN BROUDY**, herein the "Grantor" and **BROUDY BROS., LTD.**, a Florida limited partnership, whose address is Post Office Box 1689, St. Augustine, Florida 32084, and whose taxpayer identification number is 59-3523108, herein the "Grantee". (As used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors, or assigns.)

WITNESSETH, That the Grantor in consideration of Ten Dollars (\$10.00) and other valuable considerations to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed and by these presents does hereby grant, bargain, sell, and convey unto the Grantee, and Grantee's heirs, successors and assigns forever all of that certain property situate in St. Johns County, Florida, described as follows:

see Exhibit "A"

PARCEL IDENTIFICATION NUMBER:

The foregoing legal description was provided to the preparer without the benefit of a survey or a title search and the preparer accepts no liability or responsibility whatsoever for any inaccuracies or improprieties contained therein or relating thereto.

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances, unto the Grantee in fee simple. And the Grantor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever.

This conveyance is subject to covenants, easements and restrictions of record and to ad valorem taxes levied or which may become a lien subsequent to December 31 of the calendar year next preceding the date hereof.

IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

M. A. Walters
Name Printed: M. A. Walters

Martin D. Broudy
Martin D. Broudy

James Spaulding
Name Printed: James Spaulding

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 24th day of August, 1998, by Martin D. Broudy who is personally known to me or who has produced a valid drivers license as identification.

NOTARY PUBLIC:

Mary Claire Miller
MARY CLAIRE MILLER
Notary Public - State of Florida
My Commission Expires Jun 14, 2002
Commission # CC 750817

EXHIBIT "A"
[PROPERTY DESCRIPTION]

PARCEL A: A parcel of land in the City of St. Augustine, being a North part of Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Commencing at the intersection of the East line of Hartshorn Street (formerly Cedar Street) with the presently existing North line of King Street; thence North 6 degrees 26 minutes 31 seconds West on said East line of Hartshorn Street, 204.96 feet to the Point of Beginning on the South line of the now existing right of way of the Florida East Coast Railway Company at the Southwest corner of the herein described parcel of land; thence continuing North 6 degrees 26 minutes 31 seconds West 181.08 feet; thence North 85 degrees 19 minutes 13 seconds East, parallel with and 50 feet Southerly as measured at right angles from the centerline of the single tract mainline of said railway company, 853.69 feet; thence Southwesterly, on the Northwesterly right of way line of U. S. Highway No. 1, on a curve concave Southerly with radius of 888.51 feet (arc definition), through a central angle of 16 degrees 44 minutes 16 seconds, an arc distance of 259.56 feet (chord bearing and distance being South 41 degrees 18 minutes 59 seconds West 258.64 feet); thence South 85 degrees 12 minutes 22 seconds West, on said South line of railway right of way, 662.08 feet to the Point of Beginning.

PARCEL B: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Commencing at the intersection of the East line of Hartshorn Street (formerly Cedar Street) with the presently existing North line of King Street; thence North 6 degrees 26 minutes 31 seconds West, on said East line of Hartshorn Street, 204.96 feet; thence North 85 degrees 12 minutes 22 seconds East, on the South line of the now existing right of way of the Florida East Coast Railway Company, 112.80 feet to the Point of Beginning at the Northwest corner of the herein described parcel of land; thence continuing North 85 degrees 12 minutes 22 seconds East, on said South line of railway right of way, 233.87 feet; thence South 9 degrees 52 minutes 04 seconds East, on the West line of Depot Street, 199.04 feet to the North line of the right of way for U. S. Highway No. 1 ramp or turnout to King Street; thence Westerly, on said North right of way line and on a curve concave Northerly with radius of 898.31 feet through a central angle of 2 degrees 46 minutes 33 seconds, an arc distance of 43.52 feet (chord being South 83 degrees 27 minutes 00 seconds West 43.52 feet); thence South 5 degrees 09 minutes 44 seconds East, across the West end of said right of way for U. S. Highway No. 1 ramp or turnout, 1.95 feet; thence South 84 degrees 50 minutes 16 seconds West, on the North line of King Street, 189.38 feet; thence North 10 degrees 01 minute 21 seconds West, on the West line of those lands described in deed recorded in Deed Book 199, page 200, and in Official Records Book 105, page 394, public records of said County, a distance of 204.65 feet to the Point of Beginning.

PARCEL C: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Beginning at the intersection of the East line of Depot Street with the South right of way line of the Florida East Coast Railway Company; thence North 85 degrees 12 minutes 22 seconds east, on said South right of way line, 220.10 feet to the West line of a 10 foot width alley; thence South 9 degrees 52 minutes 04 seconds East, on said West line of alley, 91.28 feet; thence South 31 degrees 51 minutes 15 seconds West, on the Westerly right of way line of U. S. Highway No. 1, a distance of 41.44 feet to the point of curve to the right with radius of 143.00 feet; thence on said curve to the right and on said highway right of way line, through a central angle of 32 degrees 03 minutes 56 seconds, an arc distance of 80.03 feet; thence North 9 degrees 52 minutes 04 seconds West, on the East line of that land described in Deed recorded in Deed Book 197, page 165, public records of said County, a distance of 71.55 feet; thence South 85 degrees 12 minutes 22 seconds West, on the North line of said land described in Deed Book 197, page 165, a distance of 125.00 feet; thence North 9 degrees 52 minutes 04 seconds West, on the East line of Depot Street, 101.84 feet to the Point of Beginning.

PARCEL D: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, being part of that parcel of land described in deed recorded in Deed Book 167, page 6, public records of said County and being more fully described as follows:

Commencing at the intersection of the North line of King Street (being 40 feet in width) with the East line of Depot Street; thence North 84 degrees 50 minutes 16 seconds East, on said North line of King Street, 230.00 feet to a point on the East line of a 10 foot width alley within the right of way for now existing U. S. Highway No. 1; thence North 9 degrees 52 minutes 04 seconds West, on said East line of alley, 123.00 feet to the Point of Beginning on the Westerly right of way line of said highway; thence continuing North 9 degrees 52 minutes 04 seconds West, on said east line of alley, 75.95 feet; thence North 85 degrees 12 minutes 22 seconds East, on the now existing South right of way line of the Florida East Coast Railway Company, 63.00 feet to said Westerly right of way line of highway; thence South 31 degrees 51 minutes 15 seconds West, on said right of way line of highway, 94.29 feet to the Point of Beginning.

PARCEL E: A parcel of land in Section 28, Township 7 South, Range 30 East Situate, lying and being in the County of St. Johns, State of Florida, known and described as:

From the Southwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 28, run North 0 degrees 51 minutes 32 seconds West along the West line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 28, for a distance of 100 feet to a

point of intersection with the North right of way line of a 100 foot right of way county road (called Pope Road); thence run North 88 degrees 59 minutes 40 seconds East along the North right of way line of Pope Road, for a distance of 1,270.56 feet, more or less, to a point of intersection with the Westerly right of way line of State Road No. S-3; thence run North 1 degree 39 minutes 38 seconds West along the Westerly right of way line of State Road No. S-3, for a distance of 354.5 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue North 1 degree 39 minutes 38 seconds West along the Westerly right of way line of said State Road No. S-3, for a distance of 103.3 feet, more or less, to a point of intersection with the Southerly right of way line of State Road No. 312; thence run North 82 degrees 24 minutes 28 seconds West along the said Southerly right of way line of said State Road No. 312, for a distance of 202.62 feet to a point; thence run South 1 degree 39 minutes 38 seconds East for a distance of 130.59 feet to a point; thence run South 46 degrees 19 minutes 59 seconds East for a distance of 18.49 feet; thence run North 88 degrees 59 minutes 40 seconds East a distance of 162 feet; thence run North 01 degree 39 minutes 38 seconds West a distance of 10 feet; thence run North 88 degrees 59 minutes 40 seconds East a distance of 25.00 feet to the point of Beginning.

LEGAL DESCRIPTION

Broudy Bros., Ltd.

111110-0000; 111200-0000; 111130-0000; 111225-0120

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From the Southwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 28, run North 0 degrees 51 minutes 32 seconds West along the West line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 28, for a distance of 100 feet to a

point of intersection with the North right of way line of a 100 foot right of way county road (called Pope Road); thence run North 88 degrees 59 minutes 40 seconds East along the North right of way line of Pope Road, for a distance of 1,270.56 feet, more or less, to a point of intersection with the Westerly right of way line of State Road No. S-3; thence run North 1 degree 39 minutes 38 seconds West along the Westerly right of way line of State Road No. S-3, for a distance of 354.5 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue North 1 degree 39 minutes 38 seconds West along the Westerly right of way line of said State Road No. S-3, for a distance of 103.3 feet, more or less, to a point of intersection with the Southerly right of way line of State Road No. 312; thence run North 82 degrees 24 minutes 28 seconds West along the said Southerly right of way line of said State Road No. 312, for a distance of 202.62 feet to a point; thence run South 1 degree 39 minutes 38 seconds East for a distance of 130.59 feet to a point; thence run South 46 degrees 19 minutes 59 seconds East for a distance of 18.49 feet; thence run North 88 degrees 59 minutes 40 seconds East a distance of 162 feet; thence run North 01 degree 39 minutes 38 seconds West a distance of 10 feet; thence run North 88 degrees 59 minutes 40 seconds East a distance of 25.00 feet to the point of Beginning.



St. Johns County, FL

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	1112200000
Location Address	212 W KING ST SAINT AUGUSTINE 32084-0000
Neighborhood	W King from St Seb River to Palmer St (COM) (2287.03)
Tax Description*	3-5 (11) DANCY TRACT W127FT OF LOT A-6 (EX N50 OF W100FT) BLK A OR 961/777 & 1050/1262 & 1302/29(F/J) & 1360/1028(C/O) & 1360/1032 <i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Vacant Commercial (1000)
Subdivision	Dancy Tract Resubdivision of Block 1
Sec/Twp/Rng	37-7-30
District	City of St Augustine (District 452)
Millage Rate	19.3368
Acreage	0.470
Homestead	N

Owner Information

Owner Name	Broudy Bros Ltd 100%
Mailing Address	PO BOX 1689 SAINT AUGUSTINE, FL 32085-1689

	2022
Building Value	\$0
Extra Features Value	\$458
Total Land Value	\$163,200
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$163,658
Total Deferred	\$0
Assessed Value	\$163,658
Total Exemptions	\$0
Taxable Value	\$163,658

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	\$0	\$458	\$163,200	\$0	\$0	\$163,658	\$163,658	\$0	\$163,658
2020	\$0	\$458	\$163,200	\$0	\$0	\$163,658	\$154,406	\$9,252	\$154,406
2019	\$0	\$458	\$163,200	\$0	\$0	\$163,658	\$140,369	\$23,289	\$140,369
2018	\$0	\$458	\$163,200	\$0	\$0	\$163,658	\$127,608	\$36,050	\$127,608
2017	\$0	\$458	\$163,200	\$0	\$0	\$163,658	\$116,007	\$47,651	\$116,007
2016	\$0	\$458	\$163,200	\$0	\$0	\$163,658	\$105,461	\$58,197	\$105,461
2015	\$0	\$458	\$163,200	\$0	\$0	\$163,658	\$95,874	\$67,784	\$95,874
2014	\$0	\$458	\$86,700	\$0	\$0	\$87,158	\$87,158	\$0	\$87,158
2013	\$0	\$458	\$86,700	\$0	\$0	\$87,158	\$87,158	\$0	\$87,158
2012	\$0	\$458	\$86,700	\$0	\$0	\$87,158	\$87,158	\$0	\$87,158
2011	\$0	\$458	\$96,900	\$0	\$0	\$97,358	\$97,358	\$0	\$97,358
2010	\$56,958	\$737	\$109,140	\$0	\$0	\$166,835	\$166,835	\$0	\$166,835

Code Description	Status	Value
Metal Fence 4'		458

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Vacant Commercial	125	163	20400	SF	\$163,200

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
	11/3/1998	\$0.00	OTHER INSTRUMENT	1360	1032	U	I	O'STEEN CLYDE EUGENE, BARBARA, EDMUND U ETAL	BROUDY BROS LTD

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
	11/3/1998	\$0.00	COURT ORDER	1360	1028	U	I	O'STEEN CLYDE EUGENE, BARBARA, EDMUND U	ORDER AUTH RECEIVER TO CONVEY CASE #95-1244
	3/6/1998	\$0.00	FINAL JUDGMENT	1302	29	U	I	O'STEEN CLYDE EUGENE	O'STEEN BARBARA JEAN (DISS OF MARRIAGE)
	4/21/1994	\$100.00	QUIT CLAIM DEED	1050	1262	U	I	O'STEEN EDMUND U	O'STEEN CLYDE EUGENE
	10/15/1992	\$214.00	WARRANTY DEED	961	777	U	I	ADAMS CORENE *** O'STEEN CLYDE E & EDMUND U	O'STEEN EDMUND U
	1/1/1982	\$0.00	LIFE ESTATE	525	546	U	I		ADAMS CORENE *** O'STEEN CLYDE E & EDMUND U

No data available for the following modules: Exemption Information, Building Information, Sketch 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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Last Data Upload: 5/4/2022, 12:57:41 AM

Developed by
 Schneider
GEOSPATIAL

Version 2.3.193



St. Johns County, FL

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Owner Name	Broudy Bros Ltd 100%
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Valuation Information

Building Value	2022
Extra Features Value	\$0
Total Land Value	\$0
Agricultural (Assessed) Value	\$6,250
Agricultural (Market) Value	\$0
Just (Market) Value	\$0
Total Deferred	\$6,250
Assessed Value	\$0
Total Exemptions	\$6,250
Taxable Value	\$0
	\$6,250

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	\$0	\$0	\$6,250	\$0	\$0	\$6,250	\$6,250	\$0	\$6,250
2020	\$0	\$0	\$6,250	\$0	\$0	\$6,250	\$6,250	\$0	\$6,250
2019	\$0	\$0	\$6,250	\$0	\$0	\$6,250	\$6,250	\$0	\$6,250
2018	\$0	\$0	\$6,250	\$0	\$0	\$6,250	\$6,250	\$0	\$6,250
2017	\$0	\$0	\$6,250	\$0	\$0	\$6,250	\$6,250	\$0	\$6,250
2016	\$0	\$0	\$6,250	\$0	\$0	\$6,250	\$6,250	\$0	\$6,250
2015	\$0	\$0	\$6,250	\$0	\$0	\$6,250	\$6,250	\$0	\$6,250
2014	\$0	\$0	\$6,250	\$0	\$0	\$6,250	\$6,250	\$0	\$6,250
2013	\$0	\$0	\$6,250	\$0	\$0	\$6,250	\$6,250	\$0	\$6,250
2012	\$0	\$0	\$6,250	\$0	\$0	\$6,250	\$6,250	\$0	\$6,250
2011	\$0	\$0	\$7,500	\$0	\$0	\$7,500	\$7,500	\$0	\$7,500
2010	\$0	\$0	\$8,750	\$0	\$0	\$8,750	\$8,750	\$0	\$8,750

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Vacant Commercial	50	100	5000	SF	\$6,250

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
	11/3/1998	\$0.00	OTHER INSTRUMENT	<u>1360</u>	<u>1032</u>	U	V	O'STEEN CLYDE EUGENE, BARBARA J, EDMUND U ETAL	BROUDY BROS., LTD
	11/3/1998	\$0.00	COURT ORDER	<u>1360</u>	<u>1028</u>	U	V	O'STEEN CLYDE EUGENE, BARBARA J, EDMUND U	ORD AUTH RECEIVER TO CONVEY CASE #95-1244
	3/6/1998	\$0.00	FINAL JUDGMENT	<u>1302</u>	<u>29</u>	U	V	O'STEEN CLYDE EUGENE	O'STEEN BARBARA JEAN (DISS OF MARRIAGE)
	2/22/1995	\$100.00	WARRANTY DEED	<u>1097</u>	<u>402</u>	U	V	O'STEEN CLYDE EUGENE	O'STEEN CLYDE EUGENE & BARBARA JEAN

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
	4/21/1994	\$100.00	QUIT CLAIM DEED	1050	1262	U	V	O'STEEN EDMUND U	O'STEEN CLYDE EUGENE
	10/15/1992	\$214.00	WARRANTY DEED	961	777	U	V	O'STEEN CLYDE EUGENE & O'STEEN EDMUND U - JTR	O'STEEN EDMUND U
	1/1/1982	\$0.00	LIFE ESTATE	525	546	U	V		O'STEEN CLYDE EUGENE & O'STEEN EDMUND U - JTR
	1/1/1977	\$0.00		345	397	U	V		

No data available for the following modules: Exemption Information, Building Information, Sketch 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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Last Data Upload: 5/4/2022, 12:57:41 AM

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 Schneider
 GEOSPATIAL

Version 2.3.193

2
③ In: Estate
Rec: 15.00
Doc: \$78.50
Ret: Grantee

Public Records of
St. Johns County, FL
Clerk# 98049545
O.R. 1360 PG 1032
02:59PM 11/03/1998
REC \$13.00 SUR \$2.00
Doc Stamps \$878.50

RECEIVER DEED

THIS DEED made and entered into this 2ND of NOVEMBER, 1998, by and between ARNOLD DELORENZO as RECEIVER, for EDMUND U. O'STEEN, BARBARA O'STEEN AND CLYDE EUGENE O'STEEN, party of the first part; and BROUDY BROS., LTD., whose post office address is

PO BOX 1689 ST. AUGUSTINE FL 32085
party of the second party;

WHEREAS, the said party of the first part was duly appointed RECEIVER for EDMUND U. O'STEEN, BARBARA JEAN O'STEEN AND CLYDE EUGENE O'STEEN under Order Authorizing and Directing receiver to convey real property. Order issued on the 2nd day of October, 1998, Case # CA 95-1244 by the Honorable Weinberg, Circuit Judge, in and for St. Johns County, Florida; and,

WHEREAS, the said party of the first part is authorized to convey such a deed to the party of the second part, and the party of the second part is entitled to such a deed;

NOW THEREFORE, in consideration of the foregoing and in further consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, the party of the first part has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, their heirs and assigns forever, the following described property situate, lying and being in St. Johns County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, charges and profits thereof and also all the estate's right, title and interest, property, possession, claim and demand whatever, both in law and in equity which the said party of the first part had or has by virtue of being Receiver of said property and otherwise of, in and to the above granted premises and every part and parcel thereof with the appurtenances. This deed also conveys all of the fee simple interest of EDMUND U. O'STEEN, BARBARA JEAN O'STEEN, CLYDE EUGENE O'STEEN, their successors or assigns.

TO HAVE AND TO HOLD the above described premises together with the appurtenances and every part thereof unto the said party of the second part, their heirs and assigns in fee simple forever.

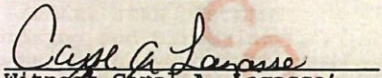
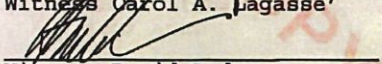
And the said party of the first part, as Receiver, for them and their successors and assigns do hereby convey, promise and agree to and with the party of the second part that he is the lawful, and has power to convey as aforesaid and has in all

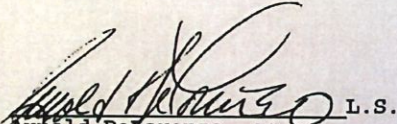
respects acted in making this conveyance under the powers granted to Receiver under Order Authorizing and Directing Receiver to convey real property and Receiver has not made, done or suffered any act, matter or things whatsoever since appointed as Receiver as aforesaid whereby the above granted premises and any part thereof now or at any time hereafter shall or may be impeached, charged or encumbered in any manner whatsoever.

It is understood that the word "party" and the pronouns referring thereto, whether in sinne and/or neuter, wherever the context so implies or admits.

IN WITNESS WHEREOF, the said party of the first part as Receiver, has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:

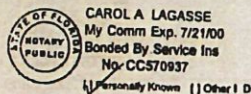

Witness Carol A. Lagasse

Witness David Andrews

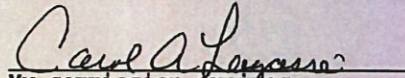

Arnold DeLorenzo, as
Receiver L.S.

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day personally appeared before me, an officer authorized to administer oaths and take acknowledgments, ARNOLD DELORENZO, as Receiver, to me known to be 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 in the State and County last aforesaid this 2nd day of November, 1998.




My commission expires:

This instrument was prepared by M. LAGASSE of Estate Title & Guaranty, Inc. as a necessary fulfillment of a condition set forth in a Title Insurance commitment issued by Estate Title & Guaranty, Inc.; 71 Carrera St.; St. Augustine, Florida 32084

EXHIBIT "A"
BROUDY DEED

 LOCATED IN ST. AUGUSTINE, FLORIDA, IN LOT A-6, BLOCK "A" DANCY TRACT AND BEGINNING AT A POINT WHICH POINT IS THE INTERSECTION OF THE SOUTHERN LINE OF THE PROPERTY OF THE FLORIDA EAST COAST RAILWAY COMPANY WITH THE EASTERLY LINE OF HARTSHORN STREET (FORMERLY CEDAR STREET); THENCE RUNNING IN A SOUTHERLY DIRECTION 50 FEET ALONG SAID HARTSHORN STREET (FORMERLY CEDAR STREET) TO A POINT; THENCE RUNNING IN AN EASTERLY DIRECTION IN A LINE PARALLEL TO KING STREET 100 FEET TO A POINT; THENCE RUNNING IN A NORTHERLY DIRECTION IN A LINE PARALLEL TO SAID HARTSHORN STREET (FORMERLY CEDAR STREET) 50 FEET MORE OR LESS TO THE PLACE OF INTERSECTION OF SAID PROPERTY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY; THENCE RUNNING IN A WESTERLY DIRECTION ALONG SAID FLORIDA EAST COAST RAILWAY COMPANY'S SOUTH PROPERTY LINE 100 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID LOT HEREBY CONVEYED BEING A PART OF LOT A-6, BLOCK "A", DANCY TRACT, AND BEING BOUNDED ON THE EAST BY LAND OF THE ESTATE OF S. G. WORLEY; AND ON THE NORTH BY PROPERTY OF FLORIDA EAST COAST RAILWAY COMPANY; ON THE WEST BY HARTSHORN STREET (FORMERLY CEDAR STREET) AND ON THE SOUTH BY LAND OF THE ESTATE OF S. G. WORLEY.

ALSO THE WEST 127 FEET OF LOT A-6, BLOCK "A" DANCY TRACT, EXCEPTING THEREFROM THE NORTH 50 FEET OF THE WEST 100 FEET THEREOF, WHICH NORTH 50 FEET OF THE WEST 100 FEET IS BEING CONVEYED TO GRANTEE IN PARAGRAPH ONE ABOVE.

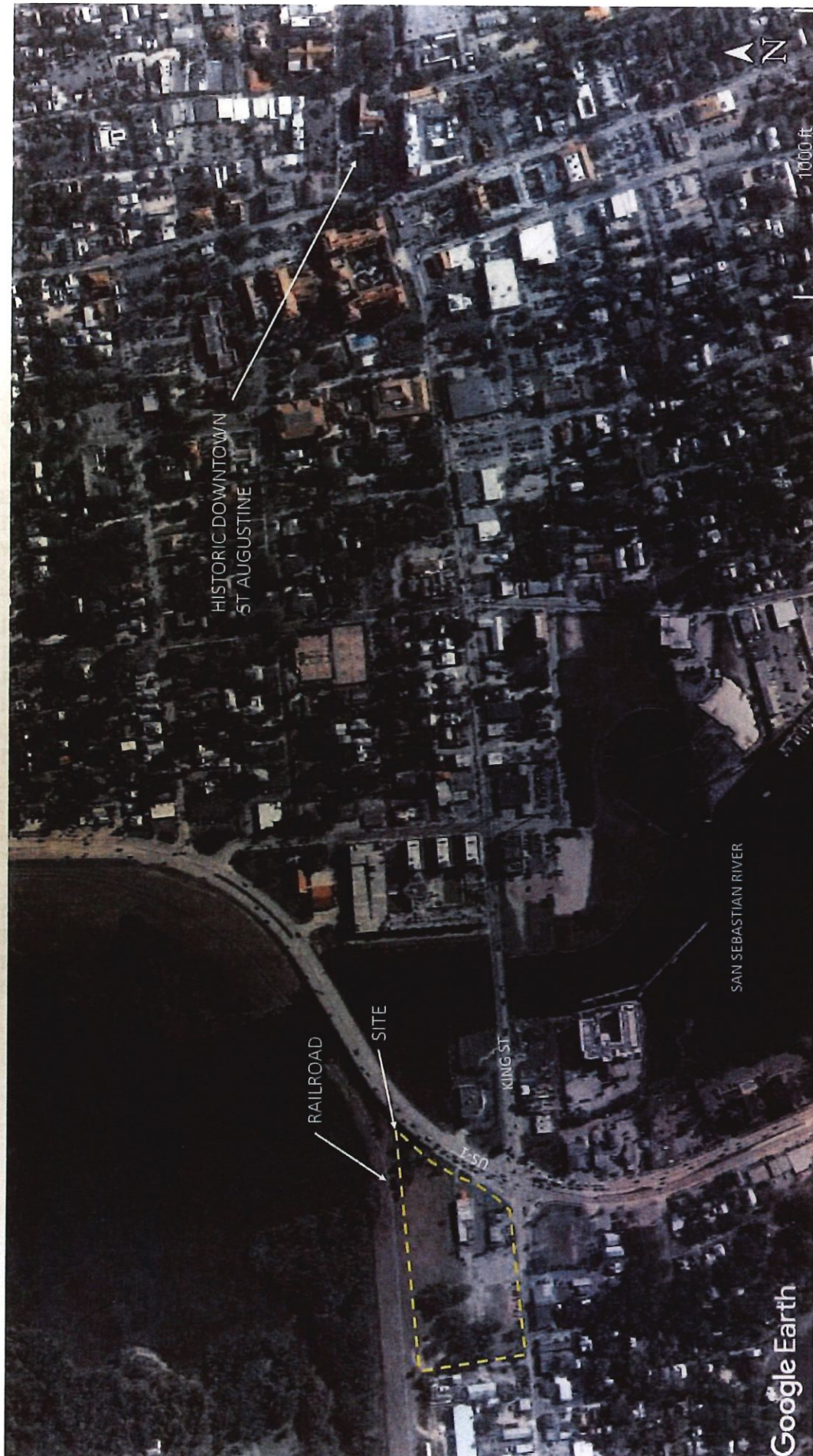
LEGAL DESCRIPTION

Broudy Bros., Ltd.

111220-0000 and 111225-0000

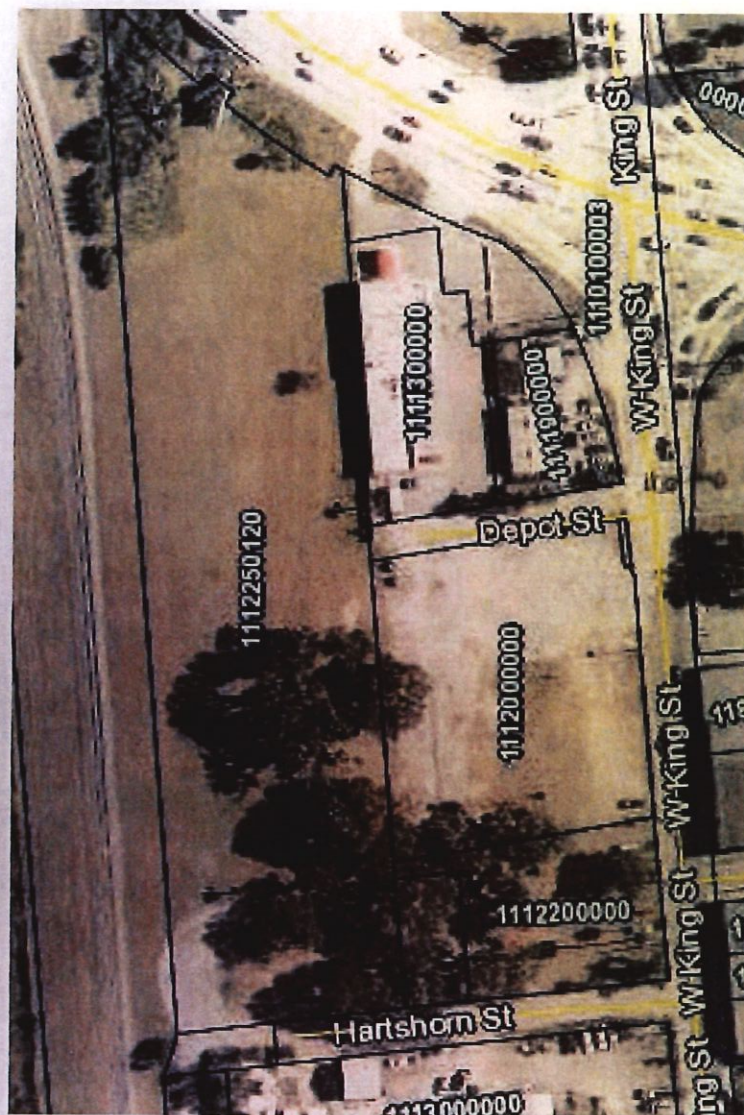
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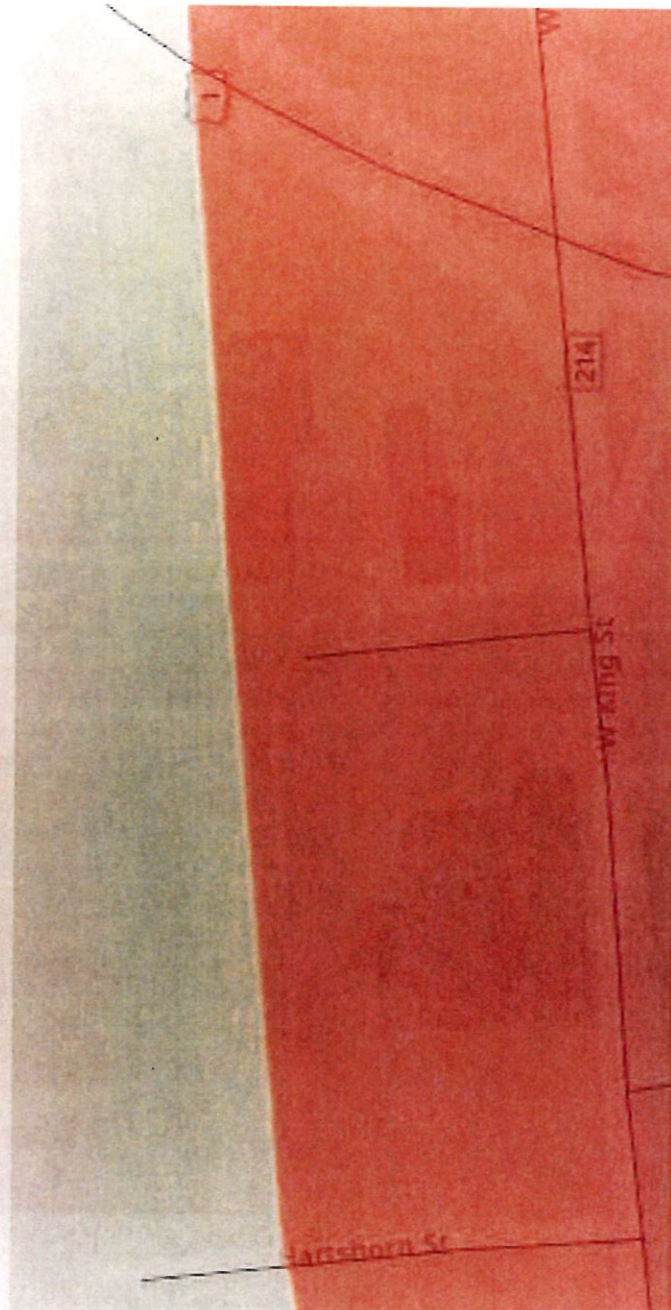
Aerial w/Context 05.04.22

GENERAL LOCATION MAP



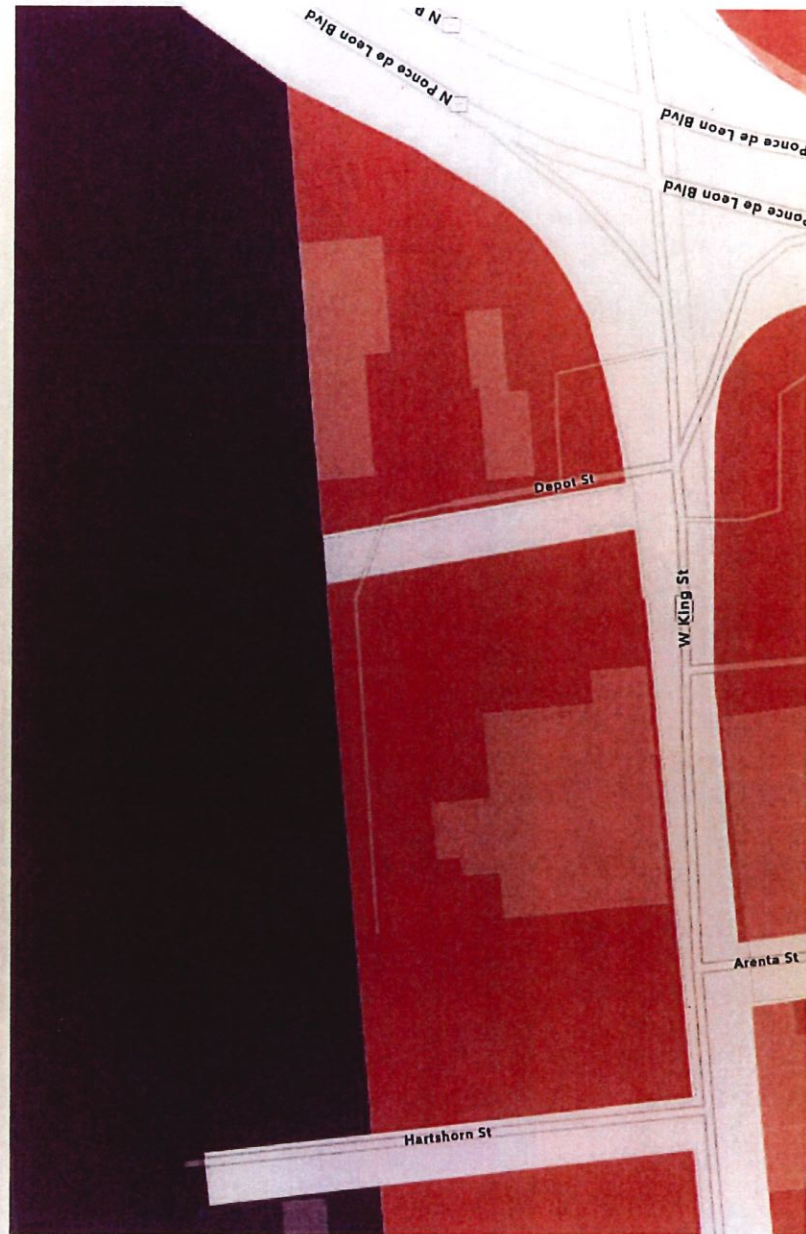
FUTURE LAND USE MAP

Commercial Medium Intensity and Industrial



ZONING MAP

Commercial Medium-Two (CM-2) and Industrial and Warehousing (IW)



City of St. Augustine – Future Land Use Category – Mobility-Oriented Development

This district is intended to facilitate and encourage development and redevelopment of areas containing or directly contiguous to a Mobility Station.

A Mobility Station means either (i) a transit station, (ii) a commuter rail station, or (ii) a publicly owned parking garage, publicly leased parking garage, or publicly available parking garage containing a minimum of 200 parking spaces available for daily public parking at rates no greater than charged by the City of St. Augustine at the Historic Downtown Parking Facility located at 1 Cordova Street.

The City's goal in allowing Mobility-Oriented Development ("MOD") in conjunction with a Mobility Station is to reduce automobile use through the utilization of transit services, alternative mobility solutions and infrastructure for active modes, such as walking and biking.

Mobility Stations must be located at one of the Future Rail Stations identified on the City's 2040 Mobility Plan contained in the Mobility Plan & Mobility Fee Technical Report Executive Summary dated June 2021. A MOD must include a Mobility Station.

MODs shall promote a complimentary, concentrated mixture of transit-supportive uses at higher densities and intensities in conjunction with a Mobility Station. Such districts shall provide internal pedestrian linkage improvements with accommodations for park-and-ride and bikeshare/carshare programs for access into the downtown area. Allowable uses within MODs may include, but are not limited to, Mobility Stations, retail services, grocery stores, restaurants, other commercial and service uses, offices, hotels, multi-family residential units, public buildings and public uses, parks/plazas and similar uses and supporting facilities.

Residential Uses:

Multi-family residential: Maximum of 50 units per acre.

Other Uses:

Maximum lot coverage of 80 percent; maximum building height 75 feet; must include a multi-family residential component and at least one non-residential use, in addition to the Mobility Station.

The Planning and Zoning Board will make a recommendation to the City Commission on the public benefit gained by the Mobility Station component, as well as the compatibility of the mixed-use components of the MOD.

The Future Land Use Map ("FLUM") designation of MOD requires that an active Mobility Station and all other required transit-oriented components of the project be constructed and remain active for use. Should a project fail to build and/or maintain the MOD associated with the project, the FLUM for the property will revert back to the pre-MOD FLUM designation, or may be the subject of a FLUM amendment to any other appropriate and compatible designation. Structures existing

at the time of the reverter may be deemed non-conforming, consistent with the City of St. Augustine's municipal code, but may not be allowed to be rebuilt if destroyed, or expanded. Any new construction, reconstruction or unbuilt development will have to conform to the new FLUM designation and associated zoning after the reversion to a non-MOD FLUM category. All applicants for MOD, and their heirs, successors and assigns, understand and agree to be bound by this condition to the MOD FLUM designation.

City of St. Augustine – Zoning District - Mobility-Oriented Development

Intent: This district is intended to facilitate and encourage development and redevelopment of areas containing or directly contiguous to a Mobility Station. The City's goal in allowing Mobility-Oriented Development in conjunction with a Mobility Station is to reduce automobile use through the utilization of transit services, alternative mobility solutions and infrastructure for active modes, such as walking and biking.

(1) *Definitions:*

a. "Mobility-Oriented Development" or "MOD" shall mean a type of development or redevelopment in an area containing or directly contiguous to either (i) a transit station, (ii) a commuter rail station, or (iii) a publicly owned parking garage, publicly leased parking garage, or publicly available parking garage containing a minimum of 200 parking spaces available for daily public parking at rates no greater than charged by the City of St. Augustine at the Historic Downtown Parking Facility located at 1 Cordova Street.

b. "Mobility Station" shall mean either (i) a transit station, (ii) a commuter rail station, or (iii) a publicly owned parking garage, publicly leased parking garage, or publicly available parking garage containing a minimum of 200 parking spaces available for daily public parking at rates no greater than charged by the City of St. Augustine at the Historic Downtown Parking Facility located at 1 Cordova Street.

c. "Pedestrian Connectivity" shall mean the ability of people to walk from place to place on sidewalks, multi-use paths, pervious paths, greenway system or other type of pedestrian walkway.

(2) *Permitted uses and structures:*

- a. Mobility Station.
- b. Commercial parking facilities and garages (public and private).
- c. Multiple-family dwellings.
- d. Professional and business offices.
- e. Medical and dental offices.
- f. Restaurants, but not drive-in
- g. Retail sales and outlets such as specialty food stores and drug stores, grocery stores/supermarkets, cafes, clothing and hobby shops, antique shops, pet shops (but not kennel or veterinarian), bookstore and news stand, stationery and card shops, leather goods and luggage (including repair but not pawn shops), art and photographic supplies, TV and stereo equipment

(including incidental repairs), florist or gift shops, bakeries, sporting goods, sundries and notions, business office supplies, musical instruments, retail sale of alcohol and similar products.

h. Service establishments such as hair salons, shoe repair shops, interior decorator, photographic or art studio, dance or music studio, health club or facility, tailoring, catering, childcare, adult daycare, dog daycare, pet grooming, self-service laundry or dry cleaner and dry cleaning and laundry package plant in a completely enclosed building using nonflammable liquids with no odor or fumes or steam detectable to normal sense from off the premises, and similar activities.

i. Hotels, motels, conference centers and spas.

j. Bars/taverns and breweries.

k. Banks, loan companies, mortgage brokers, stockbrokers and other financial institutions.

l. Art galleries and museums.

m. Shopping plazas and shopping centers.

n. Public buildings and other public uses.

o. Indoor/outdoor recreation.

p. Outdoor sales and seating.

(3) *Permitted accessory uses and structures.* See Section 28-348.

(4) *Permitted uses by exception:*

a. See Section 28-347(1) and (2), special event venue as per Section 28-347(8) only allowed as an accessory uses to a principal use.

b. Service stations (see Section 28-338).

(5) *Minimum lot requirements.* None.

(6) *Maximum lot coverage by all buildings and structures.* Eighty (80) percent.

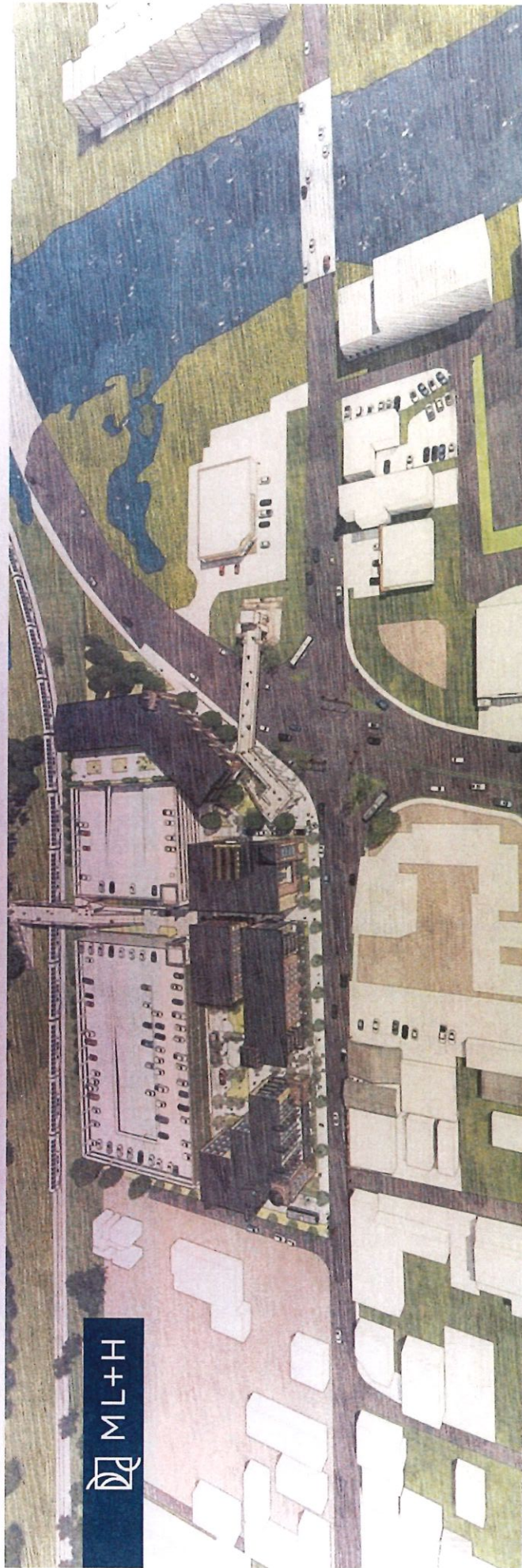
(7) *Minimum yard requirements:*

a. Front, zero (0) feet minimum, provided that no portion of any building (including awnings, porte cocheres, balconies, porches, canopies or other non-occupied appendages may overhand the property line); ten (10) feet maximum.

b. Side, five (5) feet.

c. Rear, five (5) feet.

- (8) *Maximum height of structures.* Seventy-five (75) feet.
- (9) *Landscaping Category.* Classification 3, as defined in Section 25-54(a).
- (10) A Mobility-Oriented Development must have at least five (5) of the following mobility/transit features:
- a. Commuter rail station.
 - b. Transit station.
 - c. Publicly owned parking garage, publicly leased parking garage, or publicly available parking garage containing a minimum of 200 parking spaces available for daily public parking at rates no greater than charged by the City of St. Augustine at the Historic Downtown Parking Facility located at 1 Cordova Street.
 - d. Publicly available mobility station (e.g., bus, trolley or circulator that serves downtown St. Augustine on a regular, daily schedule).
 - e. Publicly owned mobility station.
 - f. Bicycle station – Mandatory.
 - g. Pedestrian connectivity – Mandatory.
 - h. Water taxi station.
 - i. Ride-sharing hub or dedicated loading area (e.g., Uber or car sharing) – Mandatory.
 - j. Park and ride hub – Mandatory.



BROUDY BROS., LTD. **APPLICATIONS FOR SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT & REZONING** **MOBILITY ORIENTED DEVELOPMENT**



**CITY OF ST. AUGUSTINE
PLANNING AND ZONING BOARD
JUNE 7, 2022**

ROGERS TOWERS

Marquis Latimer + Halback
LANDSCAPE ARCHITECTURE • PLANNING

Page 453 of 471
Marquis Latimer + Halback, Inc. | St. Augustine, FL 32080 | www.halback.com

MEET THE TEAM

- **Owner/Applicant:**
 - Broudy Bros., Ltd.
- **Applicant's Project Manager**
 - Nine Oaks Development
- **Landscape Architecture & Planning:**
 - Marquis Latimer + Halback, Inc.
- **Legal:**
 - Rogers Towers, P.A.

WHY? A PURPOSE-DRIVEN PROJECT

Broudy Family Legacy

City's Commitment to Mobility

Vibrant Gateway to the Community

ROGERS | TOWERS

Marquis Latimer + Halback
14001 Lake Avenue West • West Hills, CA 91361
(818) 708-1000 • Fax: (818) 708-1001



5



WHY?



AERIAL/GENERAL LOCATION MAP



Property is located north of West King Street and west of U.S. Highway 1.

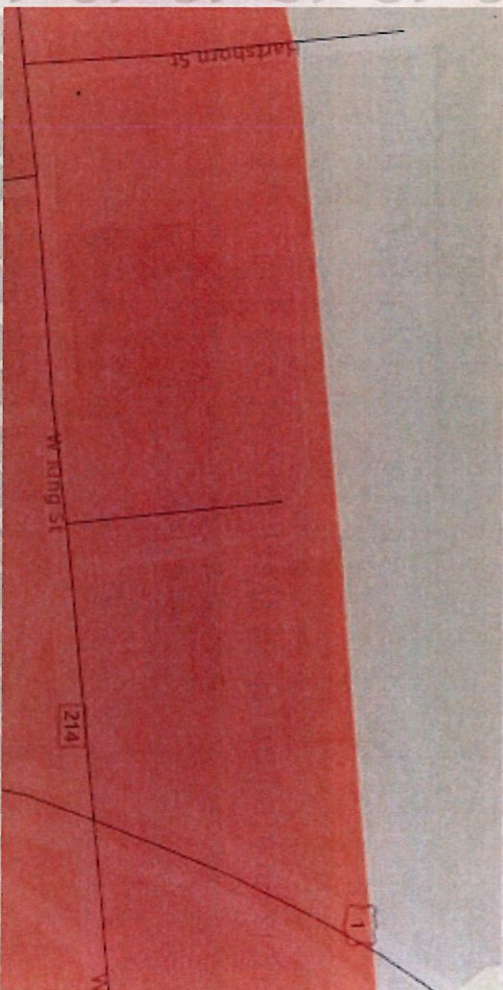
ROGERS TOWERS
Margulies + Hallock
LAND USE ARCHITECTS + PLANNERS

Page

[7]

FUTURE LAND USE MAP: COMMERCIAL MEDIUM INTENSITY AND INDUSTRIAL

- COMMERCIAL LOW INTENSITY
- COMMERCIAL MEDIUM INTENSITY
- HISTORIC PRESERVATION
- INDUSTRIAL
- MARINE INDUSTRIAL
- NO VALUE
- OPEN LAND
- PUBLIC / SEMI-PUBLIC
- RECREATION / OPEN SPACE
- RESIDENTIAL LOW DENSITY
- RESIDENTIAL LOW DENSITY / MIXED USE
- RESIDENTIAL MEDIUM DENSITY
- RESIDENTIAL MEDIUM DENSITY / MIXED USE

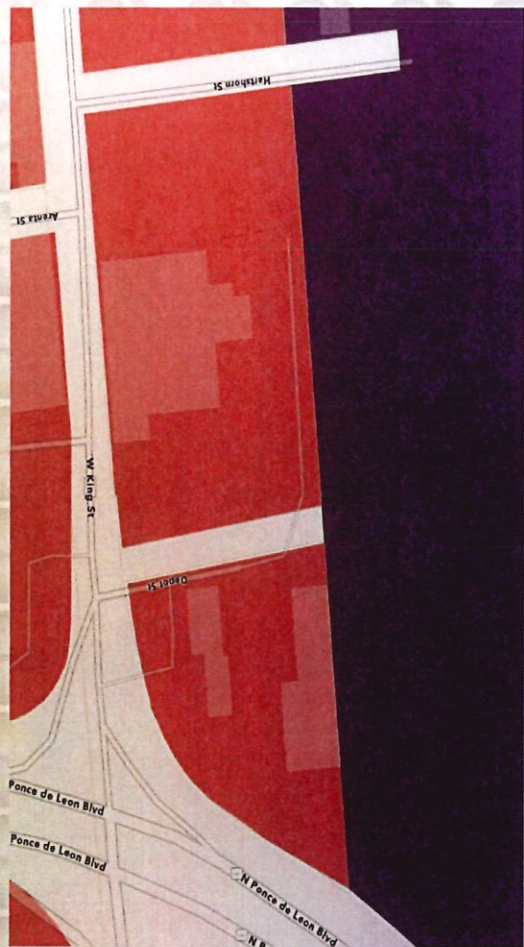


ZONING



- Residential Single-Family-One (RS-1)
- Residential Single-Family-Two (RS-2)
- Residential Low-Density (RL-1)
- Residential General-One (RG-1)
- Residential General-Two (RG-2)
- Residential General Office (RGO)
- Residential General Office A (RGO-A)
- Open Land
- Historic Preservation (HP-1)
- Historic Preservation (HP-2)
- Historic Preservation (HP-3)
- Historic Preservation (HP-4)
- Historic Preservation (HP-5)
- Government Use
- Planned Unit Development (PUD)
- Abandoned PUD (APUD)
- Commercial Low-Density (CL-1)
- Commercial Low-Density (CL-2)
- Commercial Medium-Density (CM-1)
- Commercial Medium-Density (CM-2)
- Commercial Tourist Attraction (CTA)
- Industrial and Warehousing (IW)
- Maritime Use (MU)
- No City Zoning Designation

ZONING DISTRICTS MAP: COMMERCIAL MEDIUM-TWO AND INDUSTRIAL AND WAREHOUSING



BROUDY BROS., LTD.

APPLICATIONS FOR SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT AND REZONING

- Owner/Applicant seek to:
- Change the Future Land Use Map (“FLUM”) designation of the Property to the City’s new **Mobility-Oriented Development (“MOD”)**; and
- **Rezone** the Property to the new **Mobility-Oriented Development (“MODZ”)** category.

MOD-RELATED DEFINITIONS

- **“Mobility-Oriented Development” or “MOD”** shall mean a type of development or redevelopment in an area containing or directly contiguous to either (i) a **transit station**, (ii) a **commuter rail station**, or (iii) a publicly owned parking **garage**, publicly leased parking garage, or publicly available parking garage containing a minimum of 200 parking spaces available for daily public parking at rates no greater than charged by the City of St. Augustine at the Historic Downtown Parking Facility located at 1 Cordova Street.

- **“Mobility Station”** shall mean either (i) a **transit station**, (ii) a **commuter rail station**, or (iii) a publicly owned parking **garage**, publicly leased parking garage, or publicly available parking garage containing a minimum of 200 parking spaces available for daily public parking at rates no greater than charged by the City of St. Augustine at the Historic Downtown Parking Facility located at 1 Cordova Street.

- **“Pedestrian Connectivity”** shall mean the ability of people to walk from place to place on sidewalks, multi-use paths, pervious paths, greenway system or other type of pedestrian walkway.



INTENT OF MOBILITY-ORIENTED DEVELOPMENT CATEGORIES

- **Facilitate and encourage development and redevelopment** of areas containing or directly contiguous to a Mobility Station.
- City's goal in allowing Mobility-Oriented Development in conjunction with a Mobility Station is to **reduce automobile use** through the utilization of transit services, alternative mobility solutions and infrastructure for active modes, such as walking and biking.
- The Property is located at **one of the future rail stations identified in the City's 2040 Mobility Plan**, which makes it an ideal location for the City's first Mobility Station.



SUMMARY OF MOBILITY-ORIENTED DEVELOPMENT FUTURE LAND USE CATEGORY



- Must include a **Mobility Station**.
- The City's goal in allowing MOD in conjunction with a Mobility Station is to reduce automobile use through the utilization of transit services, alternative mobility solutions and infrastructure for active modes, such as walking and biking.
- Mobility Stations must be located at one of the Future Rail Stations identified on the City's 2040 Mobility Plan contained in the Mobility Plan & Mobility Fee Technical Report Executive Summary dated June 2021. **A MOD must include a Mobility Station.**
- Allowable uses within MODs may include, but are not limited to, Mobility Stations, retail services, grocery stores, restaurants, other commercial and service uses, offices, hotels, multi-family residential units, public buildings and public uses, parks/plazas and similar uses and supporting facilities.
- Permitted uses include Multi-family residential to **50 units per acre** and Non-residential to maximum lot coverage of **80 percent**.
- Maximum building height is **75 feet**.
- **Must include a multi-family residential component as well as at least one non-residential use**, in addition to Mobility Station.



SUMMARY OF MOBILITY-ORIENTED DEVELOPMENT ZONING DISTRICT



1. Permitted uses and structures:

- a. Mobility Station.
- b. Commercial parking facilities and garages (public and private).
- c. Multiple-family dwellings.
- d. Professional and business offices.
- e. Medical and dental offices.
- f. Restaurants, but not drive-in
- g. Retail sales and outlets such as specialty food stores and drug stores, grocery stores/supermarkets, cafes, clothing and hobby shops, antique shops, pet shops (but not kennel or veterinarian), bookstore and news stand, stationery and card shops, leather goods and luggage (including repair but not pawn shops), art and photographic supplies, TV and stereo equipment (including incidental repairs), florist or gift shops, bakeries, sporting goods, sundries and notions, business office supplies, musical instruments, retail sale of alcohol and similar products.
- h. Service establishments such as hair salons, shoe repair shops, interior decorator, photographic or art studio, dance or music studio, health club or facility, tailoring, catering, childcare, adult daycare, dog daycare, pet grooming, self-service laundry or dry cleaner and dry cleaning and laundry package plant in a completely enclosed building using nonflammable liquids with no odor or fumes or steam detectable to normal sense from off the premises, and similar activities.

SUMMARY OF MOBILITY-ORIENTED DEVELOPMENT ZONING DISTRICT (CONT.)



- i. Hotels, motels, conference centers and spas.
- j. Bars/taverns and breweries.
- k. Banks, loan companies, mortgage brokers, stockbrokers and other financial institutions.
- l. Art galleries and museums.
- m. Shopping plazas and shopping centers.
- n. Public buildings and other public uses.
- o. Indoor/outdoor recreation.
- p. Outdoor sales and seating.
- 2. *Minimum yard requirements:*
 - a. Front, zero (0) feet minimum, provided that no portion of any building (including awnings, porte cocheres, balconies, porches, canopies or other non-occupied appendages may overhand the property line); ten (10) feet maximum.
 - b. Side, five (5) feet.
 - c. Rear, five (5) feet.

SUMMARY OF MOBILITY-ORIENTED DEVELOPMENT ZONING DISTRICT (CONT.)



- 3. *A Mobility-Oriented Development must have at least five (5) of the following*

mobility/transit features:

- a. Commuter rail station.
- b. Transit station.
- c. Publicly owned parking garage, publicly leased parking garage, or publicly available parking garage containing a minimum of 200 parking spaces available for daily public parking at rates no greater than charged by the City of St. Augustine at the Historic Downtown Parking Facility located at 1 Cordova Street.
- d. Publicly available mobility station (e.g., bus, trolley or circulator that serves downtown St. Augustine on a regular, daily schedule).
- e. Publicly owned mobility station.
- f. Bicycle station – Mandatory.
- g. Pedestrian connectivity – Mandatory.
- h. Water taxi station.
- i. Ride-sharing hub or dedicated loading area (e.g., Uber or car sharing) – Mandatory.
- j. Park and ride hub – Mandatory.

MUST CONTAIN AT LEAST

5

HOW PROJECT WILL PROVIDE MOD



- Project will include **Mobility Station**, in the form of a **future commuter rail station** and a **publicly available parking garage** meeting applicable criteria.
- Property is located at **one of the Future Rail Stations** identified in the City's 2040 Mobility Plan.



- Project will include **Mobility Station**, **park-and-ride** and **bikeshare** program for access into downtown St. Augustine and parking for West King Street businesses.



- Additional project uses may include **retail services, restaurants, grocery store, hotel, multi-family residential units** and others.

BROUDY BROS., LTD.
APPLICATIONS FOR SMALL-SCALE COMPREHENSIVE
PLAN AMENDMENT AND REZONING

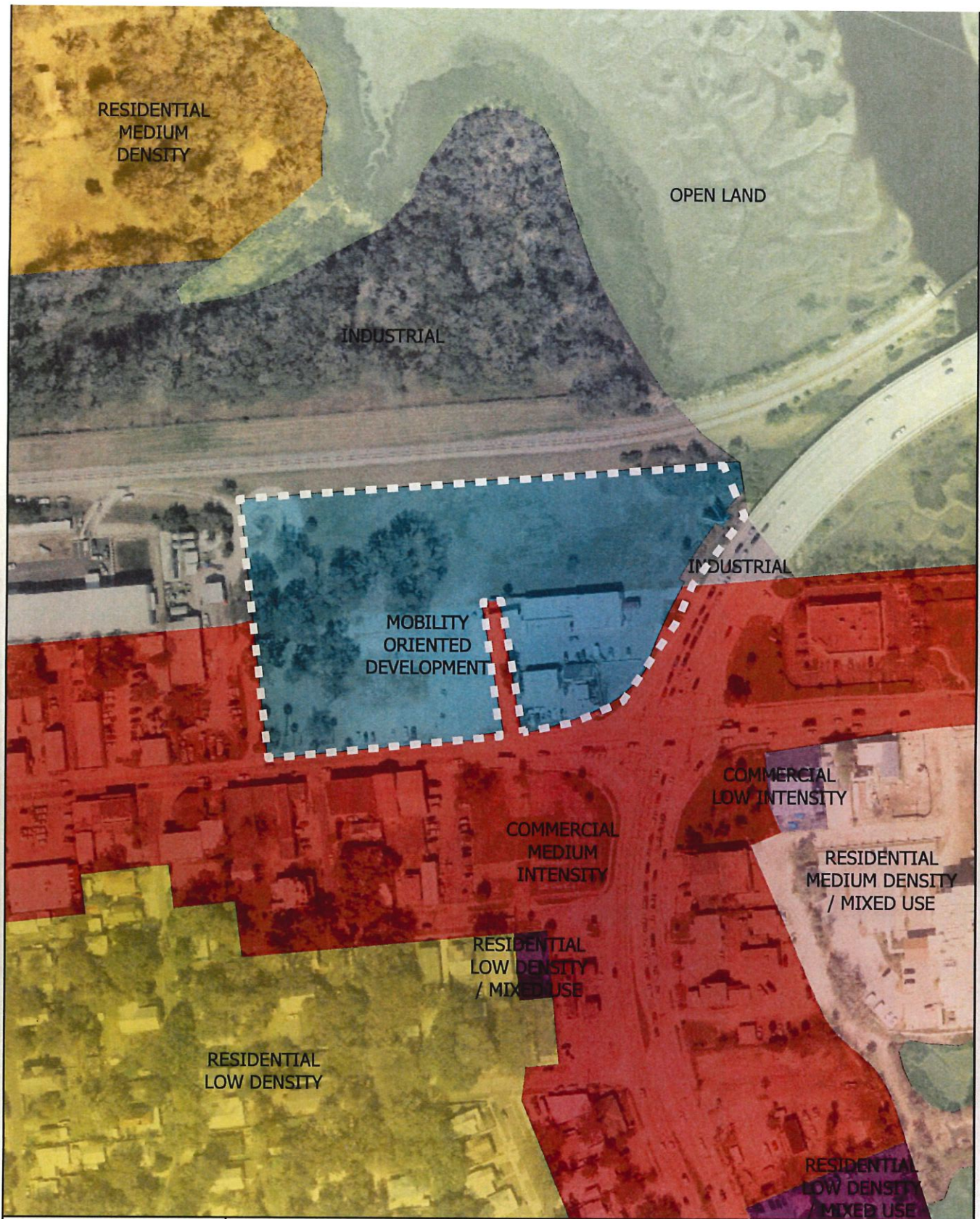


ROGERS TOWERS
Herquist Lattimer + Harbeck
PLANNERS ARCHITECTS ENGINEERS

ROGERS TOWERS

[19]

Page



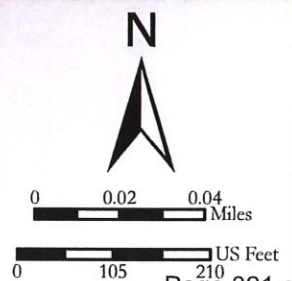
Proposed Land Use



St Johns County, Maxar, Microsoft

2022

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



Via email: (Barry@Broudys.com)

Ref: 5760.02

TECHNICAL MEMORANDUM

To: Barry Broudy, West Augustine Gateway, LLC.
From: Matthew West, AICP
Subject: West Augustine/King Street Comprehensive Plan Amendment (CPA) Analysis – Revised St. Augustine, FL
Date: October 7, 2022

INTRODUCTION

LTG, Inc. (LTG) has been retained by West Augustine Gateway, LLC, to prepare a traffic impact analysis in support of a future land use change from Commercial Medium Intensity (CMI) and Industrial to Mobility Oriented Development (MOD) on a 5.5-acre property. The subject property is located in the northwest corner of King Street and US 1 (N. Ponce DeLeon Blvd) in the City of St. Augustine, Florida. A location map is provided as Figure 1.

Please note that this analysis is based on a conceptual development plan consisting of a maximum of 50,000 square feet of commercial/retail and 275 multifamily dwelling units. A site development specific traffic impact analysis (TIA) will be conducted and submitted at the time of engineering plan review once a final development plan has been completed.

TRIP GENERATION FOR THE EXISTING VS. PROPOSED FLU DESIGNATIONS

The site has two future land use designations – 2.51 acres of CMI and 2.99 acres of Industrial – totaling 5.5 acres. The CMI permits a maximum of 70% building coverage and a maximum of 3 stories (35 feet), which yields 299,605 square feet of retail/commercial uses. Commercial also permits up to 16 dwelling units per acre which in this case would allow 40 dwelling units. The Industrial future land use permits a maximum building coverage of 80% and a maximum of three stories (35 feet), which yields 312,587 square feet of light industrial uses. The trip generation for the existing future land uses was determined using the Institute of Transportation Engineers (ITE) document, *Trip Generation Manual*, 11th Edition. Shopping Center >150,000 square feet (ITE land use code (LUC) 820) and Multifamily Mid-Rise (LUC 221) were chosen as the most appropriate uses for the CMI, and Light Industrial (LUC 110) was chosen as the most appropriate use for Industrial. Please note that parking structures and parking lots were not counted as building square footage for the purposes of determining yield. As shown in Table 1, for the existing future land use, there will potentially be 10,210 daily trips, 437 AM peak hour trips and 997 PM peak hour trips.



West Augustine/ King Street		Location Map		
		Project No.:5760.02	Figure: 1	

LTG Engineering & Planning

1450 West Granada Blvd., Suite 2 – Daytona Beach, Florida 32174
 Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

Via email: (Barry@Broudys.com)

Ref: 5760.02

TECHNICAL MEMORANDUM

To: Barry Broudy, West Augustine Gateway, LLC.
From: Matthew West, AICP
Subject: West Augustine/King Street Comprehensive Plan Amendment (CPA) Analysis – Revised St. Augustine, FL
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Please note that this analysis is based on a conceptual development plan consisting of a maximum of 50,000 square feet of commercial/retail and 275 multifamily dwelling units. A site development specific traffic impact analysis (TIA) will be conducted and submitted at the time of engineering plan review once a final development plan has been completed.

TRIP GENERATION FOR THE EXISTING VS. PROPOSED FLU DESIGNATIONS

The site has two future land use designations – 2.51 acres of CMI and 2.99 acres of Industrial – totaling 5.5 acres. The CMI permits a maximum of 70% building coverage and a maximum of 3 stories (35 feet), which yields 299,605 square feet of retail/commercial uses. Commercial also permits up to 16 dwelling units per acre which in this case would allow 40 dwelling units. The Industrial future land use permits a maximum building coverage of 80% and a maximum of three stories (35 feet), which yields 312,587 square feet of light industrial uses. The trip generation for the existing future land uses was determined using the Institute of Transportation Engineers (ITE) document, *Trip Generation Manual*, 11th Edition. Shopping Center >150,000 square feet (ITE land use code (LUC) 820) and Multifamily Mid-Rise (LUC 221) were chosen as the most appropriate uses for the CMI, and Light Industrial (LUC 110) was chosen as the most appropriate use for Industrial. Please note that parking structures and parking lots were not counted as building square footage for the purposes of determining yield. As shown in Table 1, for the existing future land use, there will potentially be 10,210 daily trips, 437 AM peak hour trips and 997 PM peak hour trips.



West Augustine/
King Street



NTS

Location Map

Project No.:5760.02

Figure: 1



LTG Engineering
& Planning

1450 West Granada Blvd., Suite 2 – Daytona Beach, Florida 32174
Telephone: 386.257.2571 Fax: 386.257.6996 EB# 0009227

TECHNICAL MEMORANDUM

Barry Broudy
October 7, 2022
Page 3

The applicant is requesting a MOD future land use designation. Please note that the development scenario of the proposed future land use is based on a conceptual development plan of 50,000 square feet of retail/commercial and 275 multifamily units. Parking structures and parking lots were not counted as building square footage for the purposes of determining yield. The trip generation for the proposed future land use was determined using the ITE document, *Trip Generation Manual*, 11th Edition. Shopping Plaza 40-150k with supermarket (ITE LUC 821) was chosen as the most appropriate use for the proposed retail portion and Multifamily Mid-Rise (LUC 221) was analyzed for the residential portion of MOD. As shown in Table 2, the proposed maximum buildout development program produces 5,990 daily trips, 286 AM peak hour trips and 559 PM peak hour trips.

Table 1
Existing FLU Total Trip Generation
West Augustine/King Street CPA

Time Period	Land Use	ITE LUC	Trip Rate Equation	Quantity (X)		Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Shopping Center > 150,000 sf	820	$T = 37.01(X)$	230	KSF	50%	50%	4,249	4,249	8,498
	Multifamily Mid-Rise	221	$T = 4.75(X)$	40	DU	50%	50%	95	95	190
	General Light Industrial	110	$T = 4.87(X)$	313	KSF	50%	50%	761	761	1,522
Totals:								5,105	5,105	10,210
AM Peak Hour	Shopping Center > 150,000 sf	820	$T = 0.84(X)$	230	KSF	62%	38%	120	73	193
	Multifamily Mid-Rise	221	$T = 0.32(X)$	40	DU	26%	74%	3	10	13
	General Light Industrial	110	$T = 0.74(X)$	313	KSF	88%	12%	203	28	231
Totals:								326	111	437
PM Peak Hour	Shopping Center > 150,000 sf	820	$T = 3.4(X)$	230	KSF	48%	52%	375	407	782
	Multifamily Mid-Rise	221	$T = 0.29(X) - 0.09$	40	DU	63%	37%	8	4	12
	General Light Industrial	110	$T = 0.65(X)$	313	KSF	14%	86%	28	175	203
Totals:								411	586	997

Table 2
Proposed FLU Total Trip Generation
West Augustine/King Street CPA

Time Period	Land Use	ITE LUC	Trip Rate Equation	Quantity (X)		Percent Entering	Percent Exiting	Trips Entering	Trips Exiting	Total Trips
Daily	Shopping Plaza (40 - 150K)	821	T = 94.49(X)	50.00	KSF	50%	50%	2,362	2,363	4,725
	Multifamily Housing (Mid-Rise)	221	T = 4.77(X) - 46.46	275	DU	50%	50%	633	633	1,265
	Totals:							2,994	2,996	5,990
AM Peak Hour	Shopping Plaza (40 - 150K)	821	T = 3.53(X)	50.00	KSF	62%	38%	109	68	177
	Multifamily Housing (Mid-Rise)	221	T = 0.44(X) - 11.61	275	DU	23%	77%	25	84	109
	Totals:							135	152	286
PM Peak Hour	Shopping Plaza (40 - 150K)	821	T = 9.03(X)	50.00	KSF	48%	52%	217	235	452
	Multifamily Housing (Mid-Rise)	221	T = 0.39(X) + 0.34	275	DU	61%	39%	66	42	108
	Totals:							282	277	559

TRIP GENERATION DIFFERENCE BETWEEN EXISTING AND PROPOSED FLU DESIGNATIONS

The trip difference between the existing future land use designations and the proposed future land use designation based on the conceptual development plan is determined by subtracting trips generated by the existing designations from the trips generated by the proposed designation. As shown in Table 3, this results in a potential decrease of 4,220 daily trips, 151 AM peak hour trips and 438 PM peak hour trips.

Table 3
Difference in Trip Generation
West Augustine/King Street CPA

	Daily	AM Peak Hour	PM Peak Hour
Existing FLU	10,210	437	997
Proposed FLU	5,990	286	559
Decrease	-4,220	-151	-438

TRIP GENERATION INCORPORATING CITY GARAGE DATA

Based on parking garage data recently received from the City, LTG incorporated a proposed 700-space City parking garage in the proposed conceptual development plan analysis. The City's parking data shows that during peak days, each parking space in the existing City garage turns over three times. Each turnover represents an entering trip and an existing trip (2 trips per turnover). Accordingly, each space produces 6 trips per day. Based on a 700-space parking garage, 4,200 daily trips would be produced which is less than what the existing FLU would produce. The daily trip comparison has been updated in Table 4 to address the parking garage.

Generally, parking lots/garages do not generate vehicle trips. It is the uses with which they are associated that generate the traffic (office, retail, residential, etc). This analysis assumes that each car utilizing the proposed parking garage is a new trip to the area, but in fact, many of the trips are already on the road network in the vicinity, and these cars are currently parking somewhere else. Therefore, some of these trips are being redirected to this parking facility, and those passengers are completing their trip by walking, biking, using transit, etc to reach their final destination. The impact of any new traffic coupled with the redirected traffic to this site will be studied in detail as part of the final development plan/engineering approval process.

CONCLUSION

The study was conducted to evaluate the potential impact of the proposed CPA. Based on the analysis herein, there is a reduction in the theoretical maximum number of trips if the CPA is adopted with the conceptual development plan limiting the site to 50,000 square feet of retail/commercial, 275 multifamily units and a 700-space public parking garage. Concurrency and any required mitigation to support a proposed development plan will be assessed in greater detail during the final development permitting process when a final development plan is available. Based on this analysis, LTG recommends approval of the comprehensive plan amendment.

	Daily
Existing FLU	10,210
Proposed FLU (including 700-space garage)	10,190
Decrease	-20

I affirm, by affixing my signature below, that the findings contained herein are, to my knowledge, accurate and truthful and were developed using current procedures standard to the practice of professional planning.

Name: Matthew West

Matthew West

Digitally signed by Matthew West
DN: C=US, E=mwest@llg-inc.us,
O="LTG, Inc.", OU=Principal,
CN=Matthew West
Date: 2022.10.07 13:46:02-04'00'

Signature: _____

Date: October 7, 2022

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: October 11, 2022

RE: **Ordinance 2022-17 – Rezoning Property Commonly Known as the Broudy Property from Commercial Medium-two (CM-2) and Industrial and Warehousing (IW) to Mobility Oriented Development (MOD) – Second Reading and Public Hearing**

The property at the northwest corner of Highway US 1 (North Ponce de Leon Boulevard) and West King Street, commonly known as the Broudy Property is a 5.51 acre parcel that is west of Highway US 1 (North Ponce de Leon Boulevard), north of West King Street and south of the FEC right of way for the existing railroad tracks. The property is adjacent to commercial and industrial property to the west and south. This property currently contains a liquor store and auto mechanic shop, and includes vacant property.

This area is adjacent to a site that has been identified as a potential commuter rail station, and is also located in an area designated as the location of a future peripheral parking garage as articulated in the City's Mobility Plan. The proposed zoning district was drafted and created to promote the City's Mobility Plan and its efforts to reduce single occupancy vehicle congestion in the downtown.

The city's Zoning Map identified approximately 2.55 acres of Commercial Medium-two (CM-2) zoning and approximately 2.96 acres of Industrial and Warehousing (IW) zoning as the designated zoning districts for these properties. The owner(s) has requested to change the zoning of the property to the newly created Mobility Oriented Development (MOD) zoning district.

This application to rezone the property to the newly created zoning district is consistent with the proposed land use category that has also been submitted. The owner is proposing a mixed use project with commercial, and residential uses as well as a parking garage for the property. The proposed project also includes specific multimodal mobility elements.

On June 7, 2022, the Planning and Zoning Board (PZB) made a positive recommendation to the rezoning of this referenced property from Commercial Medium-two (CM-2) and Industrial and Warehousing (IW) to the newly created zoning district of Mobility Oriented Development (MOD). Attached you will find the Ordinance, and legal description(s), a map illustrating the requested change. The packet of information provided to the PZB is included with the land use plan amendment material.

On September 26, 2022, the City Commission adopted the new MOD zoning category at Second Reading with changes. The changes by the City Commission include:

- Reducing the height to a maximum of 65 feet regardless of any location or stipulations,
- Making a parking garage a specific required component of a Mobility Station,
- Any property in an Entry Corridor must comply with the applicable Entry Corridor Design Standards,
- All drive through uses of any kind are removed from the list of permitted uses or uses by exception.

On October 10, 2022, the City Commission continued this item to the October 24, 2022, City Commission meeting to allow for more time to review the associated Development Agreement.

Please place Ordinance 2022-17 on the City Commission agenda for Second Reading and Public Hearing.

If you have any questions, please let me know.



Amy McClure Skinner, AICP
Director
Planning and Building Department

ORDINANCE NO. 2022-17

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING APPROXIMATELY 5.51 ACRES OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF HIGHWAY US 1 (NORTH PONCE DE LEON BOULEVARD) AND WEST KING STREET IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT CLASSIFICATIONS OF COMMERCIAL MEDIUM-TWO (CM-2) AND INDUSTRIAL AND WAREHOUSING (IW) TO THE CITY OF ST. AUGUSTINE CLASSIFICATION OF MOBILITY ORIENTED DEVELOPMENT (MOD); 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 identified by the St. Johns County Property Appraiser as containing approximately 5.51 acres of land, located at 194 West King Street (PIN #111190 0000), 198 West King Street (PIN #111200 0000), 35 North Ponce de Leon Boulevard (Highway US 1) (PIN #111130 0000), West King Street (PIN #111110 0000), 39 North Ponce de Leon Boulevard (Highway US 1) (PIN #111225 0120), 212 West King Street (PIN #111220 0000) and West King Street (PIN #111225 0000) commonly known as the Broudy Property 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 5.51 acres commonly known as the Broudy Property located at the Northwest corner of the intersection of Highway US 1 (North Ponce de Leon Boulevard) and West King Street in the City of St. Augustine, and identified by the St. Johns County Property Appraiser as containing approximately 5.51 acres of land, located at 194 West King Street (PIN #111190 0000), 198 West King Street (PIN #111200 0000), 35 North Ponce de Leon Boulevard (Highway US 1) (PIN #111130 0000), West King Street (PIN #111110 0000), 39 North Ponce de Leon Boulevard (Highway US 1) (PIN #111225 0120), 212 West King Street (PIN #111220 0000) and West King Street (PIN #111225 0000), is hereby rezoned from the classifications of Commercial Medium-two (CM-2) and Industrial and Warehousing (IW) to the newly created City of St. Augustine classification of Mobility Oriented Development (MOD), 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 in conjunction with Ordinance No. 2022-16 or, if Ordinance No. 2022-16 is 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)

9238 THIS INSTRUMENT PREPARED BY:
Susan S. Bloodworth
Rogers Towers Bailey Jones & Gay, P.A.
170 Malaga Street, Suite A
P. O. Box 3504
St. Augustine, FL 32085-3504

Public Records of
St. Johns County, FL
Clerk# 00-040369
O.R. 1528 PG 364
04:41PM 09/15/2000
REC \$9.00 SUR \$1.50
Doc Stamps \$875.00

WARRANTY DEED

THIS INDENTURE made this 15th day of September, 2000, BETWEEN EDWARD W. OLSON and LOIS G. OLSON, his wife, whose address is 560 West Tropic Way, St. Augustine, Florida 32084, Grantor, and CORYA. LANG whose post office address is 3921 Barbara Terrace, St. Augustine, Florida 32086, of the County of St. Johns, State of Florida, Grantee.

WITNESSETH, That said Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee and Grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Johns County, Florida, to-wit:

In the City of St. Augustine, described as follows:

Beginning at a point on the North line of King Street and the East line of a street running North and South, known as Depot Street, according to map recorded in the Office of the Clerk of the Circuit Court in Map Book 3, page 5, of the Eleanor M. Crosby Tract of the "Ferry Tract", said beginning point being the Southwest corner of the lot herein described; running thence Northerly along the East line of Depot Street 100 feet; thence Easterly and parallel to the North line of King Street 125 feet; thence Southerly and parallel to the East line of Depot Street 100 feet to the North line of King Street; thence Westerly along the North line of King Street 125 feet to the point of beginning, being a portion of the property conveyed by H. J. Usina to Albert Hirth, as per deed recorded in Deed Book 48, page 30, of the public records of St. Johns County, Florida; excepting therefrom that part of the above described property acquired by the State Road Department of Florida and recorded in Deed Book 253, page 696, of the public records of St. Johns County, Florida.

SUBJECT TO covenants, restrictions and easements of record, this reference to which shall not operate to reimpose the same.

SUBJECT TO taxes accruing subsequent to December 31, 1999.

Parcel Account #111190-0000

and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered
in our presence:

Constance C. Ruvolo
Constance C. Ruvolo
(Witness Name Typed)

Roberta J. Halverson
Roberta J. Halverson
(Witness Name Typed)

Edward W. Olson
Edward W. Olson (SEAL)

Lois G. Olson
Lois G. Olson (SEAL)

0R1528P60365

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared EDWARD W. OLSON and LOIS G. OLSON, his wife, [] personally known to me, or ~~by~~ who produced Florida's license as identification, who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of September, 2000..



ROBERTA J. HALYBURTON
Notary Public, State of Florida
My comm. expires Jan. 25, 2002
Comm. No. CC 710661

Roberta J. Halyburton

(Name of Notary Typed)
Notary Public, State of Florida at Large
My commission expires: _____

H:\USER\WLD\MISC.RE\Olson\Warranty Deed.wpd

LEGAL DESCRIPTION

Cory A. Lang Parcel

In the City of St. Augustine, described as follows:

Beginning at a point on the North line of King Street and the East line of a street running North and South, known as Depot Street, according to map recorded in the Office of the Clerk of the Circuit Court in Map Book 3, page 5, of the Eleanor M. Crosby Tract of the "Ferry Tract", said beginning point being the Southwest corner of the lot herein described; running thence Northerly along the East line of Depot Street 100 feet; thence Easterly and parallel to the North line of King Street 125 feet; thence Southerly and parallel to the East line of Depot Street 100 feet to the North line of King Street; thence Westerly along the North line of King Street 125 feet to the point of beginning, being a portion of the property conveyed by H. J. Usina to Albert Hirth, as per deed recorded in Deed Book 48, page 30, of the public records of St. Johns County, Florida; excepting therefrom that part of the above described property acquired by the State Road Department of Florida and recorded in Deed Book 253, page 696, of the public records of St. Johns County, Florida.

SUBJECT TO covenants, restrictions and easements of record, this reference to which shall not operate to reimpose the same.

SUBJECT TO taxes accruing subsequent to December 31, 1999.

Parcel Account #111190-0000

2
5
PREPARED BY AND RETURN TO:
FRANK J. YONG
P.O. Box 4550
Jacksonville, Florida 32201

FOR RECORDER
Public Records of
St. Johns County, FL
Clerk# 98038310
O.R. 1344 PG 309
03:44PM 08/26/1998
REC \$21.00 SUR \$3.00
Doc Stamps \$14,490.00

Rec - 21.00
Sur - 3.00
Doc - 14,490.00
COMMONWEALTH

WARRANTY DEED

THIS DEED is made as of the 21st day of August, 1998 between **MARTIN BROUDY**, herein the "Grantor" and **BROUDY BROS., LTD.**, a Florida limited partnership, whose address is Post Office Box 1689, St. Augustine, Florida 32084, and whose taxpayer identification number is 59-3523108, herein the "Grantee". (As used herein, the terms Grantor and Grantee shall include, where the context permits or requires, singular or plural, heirs, personal representatives, successors, or assigns.)

WITNESSETH, That the Grantor in consideration of Ten Dollars (\$10.00) and other valuable considerations to him in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed and by these presents does hereby grant, bargain, sell, and convey unto the Grantee, and Grantee's heirs, successors and assigns forever all of that certain property situate in St. Johns County, Florida, described as follows:

see Exhibit "A"

PARCEL IDENTIFICATION NUMBER:

The foregoing legal description was provided to the preparer without the benefit of a survey or a title search and the preparer accepts no liability or responsibility whatsoever for any inaccuracies or improprieties contained therein or relating thereto.

TO HAVE AND TO HOLD the same, together with the hereditaments and appurtenances, unto the Grantee in fee simple. And the Grantor does hereby fully warrant the title to said property and will defend the same against the lawful claims of all persons whomsoever.

This conveyance is subject to covenants, easements and restrictions of record and to ad valorem taxes levied or which may become a lien subsequent to December 31 of the calendar year next preceding the date hereof.

IN WITNESS WHEREOF, this deed has been executed as of the date first above written.

Signed, sealed and delivered
in the presence of:

M. A. W. (2752)
Name Printed: M. A. W. (2752)

Martin D. Broudy
Martin D. Broudy

James Spaulding
Name Printed: James Spaulding

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 24th day of August, 1998, by Martin D. Broudy who is personally known to me or who has produced Florida Driver's License as identification.

NOTARY PUBLIC:

Mary Claire Miller

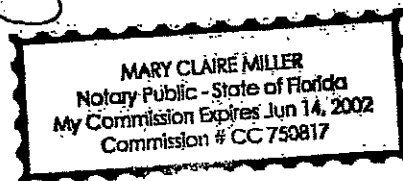


EXHIBIT "A"
[PROPERTY DESCRIPTION]

PARCEL A: A parcel of land in the City of St. Augustine, being a North part of Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Commencing at the intersection of the East line of Hartshorn Street (formerly Cedar Street) with the presently existing North line of King Street; thence North 6 degrees 26 minutes 31 seconds West on said East line of Hartshorn Street, 204.96 feet to the Point of Beginning on the South line of the now existing right of way of the Florida East Coast Railway Company at the Southwest corner of the herein described parcel of land; thence continuing North 6 degrees 26 minutes 31 seconds West 181.08 feet; thence North 85 degrees 19 minutes 13 seconds East, parallel with and 50 feet Southerly as measured at right angles from the centerline of the single tract mainline of said railway company, 853.69 feet; thence Southwesterly, on the Northwesterly right of way line of U. S. Highway No. 1, on a curve concave Southerly with radius of 888.51 feet (arc definition), through a central angle of 16 degrees 44 minutes 16 seconds, an arc distance of 259.56 feet (chord bearing and distance being South 41 degrees 18 minutes 59 seconds West 258.64 feet); thence South 85 degrees 12 minutes 22 seconds West, on said South line of railway right of way, 662.08 feet to the Point of Beginning.

PARCEL B: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Commencing at the intersection of the East line of Hartshorn Street (formerly Cedar Street) with the presently existing North line of King Street; thence North 6 degrees 26 minutes 31 seconds West, on said East line of Hartshorn Street, 204.96 feet; thence North 85 degrees 12 minutes 22 seconds East, on the South line of the now existing right of way of the Florida East Coast Railway Company, 112.80 feet to the Point of Beginning at the Northwest corner of the herein described parcel of land; thence continuing North 85 degrees 12 minutes 22 seconds East, on said South line of railway right of way, 233.87 feet; thence South 9 degrees 52 minutes 04 seconds East, on the West line of Depot Street, 199.04 feet to the North line of the right of way for U. S. Highway No. 1 ramp or turnout to King Street; thence Westerly, on said North right of way line and on a curve concave Northerly with radius of 898.31 feet through a central angle of 2 degrees 46 minutes 33 seconds, an arc distance of 43.52 feet (chord being South 83 degrees 27 minutes 00 seconds West 43.52 feet); thence South 5 degrees 09 minutes 44 seconds East, across the West end of said right of way for U. S. Highway No. 1 ramp or turnout, 1.95 feet; thence South 84 degrees 50 minutes 16 seconds West, on the North line of King Street, 189.38 feet; thence North 10 degrees 01 minute 21 seconds West, on the West line of those lands described in deed recorded in Deed Book 199, page 200, and in Official Records Book 105, page 394, public records of said County, a distance of 204.65 feet to the Point of Beginning.

PARCEL C: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Beginning at the intersection of the East line of Depot Street with the South right of way line of the Florida East Coast Railway Company; thence North 85 degrees 12 minutes 22 seconds east, on said South right of way line, 220.10 feet to the West line of a 10 foot width alley; thence South 9 degrees 52 minutes 04 seconds East, on said West line of alley, 91.28 feet; thence South 31 degrees 51 minutes 15 seconds West, on the Westerly right of way line of U. S. Highway No. 1, a distance of 41.44 feet to the point of curve to the right with radius of 143.00 feet; thence on said curve to the right and on said highway right of way line, through a central angle of 32 degrees 03 minutes 56 seconds, an arc distance of 80.03 feet; thence North 9 degrees 52 minutes 04 seconds West, on the East line of that land described in Deed recorded in Deed Book 197, page 165, public records of said County, a distance of 71.55 feet; thence South 85 degrees 12 minutes 22 seconds West, on the North line of said land described in Deed Book 197, page 165, a distance of 125.00 feet; thence North 9 degrees 52 minutes 04 seconds West, on the East line of Depot Street, 101.84 feet to the Point of Beginning.

PARCEL D: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, being part of that parcel of land described in deed recorded in Deed Book 167, page 6, public records of said County and being more fully described as follows:

Commencing at the intersection of the North line of King Street (being 40 feet in width) with the East line of Depot Street; thence North 84 degrees 50 minutes 16 seconds East, on said North line of King Street, 230.00 feet to a point on the East line of a 10 foot width alley within the right of way for now existing U. S. Highway No. 1; thence North 9 degrees 52 minutes 04 seconds West, on said East line of alley, 123.00 feet to the Point of Beginning on the Westerly right of way line of said highway; thence continuing North 9 degrees 52 minutes 04 seconds West, on said east line of alley, 75.95 feet; thence North 85 degrees 12 minutes 22 seconds East, on the now existing South right of way line of the Florida East Coast Railway Company, 63.00 feet to said Westerly right of way line of highway; thence South 31 degrees 51 minutes 15 seconds West, on said right of way line of highway, 94.29 feet to the Point of Beginning.

PARCEL E: A parcel of land in Section 28, Township 7 South, Range 30 East Situate, lying and being in the County of St. Johns, State of Florida, known and described as:

From the Southwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 28, run North 0 degrees 51 minutes 32 seconds West along the West line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 28, for a distance of 100 feet to a

point of intersection with the North right of way line of a 100 foot right of way county road (called Pope Road); thence run North 88 degrees 59 minutes 40 seconds East along the North right of way line of Pope Road, for a distance of 1,270.56 feet, more or less, to a point of intersection with the Westerly right of way line of State Road No. S-3; thence run North 1 degree 39 minutes 38 seconds West along the Westerly right of way line of State Road No. S-3, for a distance of 354.5 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue North 1 degree 39 minutes 38 seconds West along the Westerly right of way line of said State Road No. S-3, for a distance of 103.3 feet, more or less, to a point of intersection with the Southerly right of way line of State Road No. 312; thence run North 82 degrees 24 minutes 28 seconds West along the said Southerly right of way line of said State Road No. 312, for a distance of 202.62 feet to a point; thence run South 1 degree 39 minutes 38 seconds East for a distance of 130.59 feet to a point; thence run South 46 degrees 19 minutes 59 seconds East for a distance of 18.49 feet; thence run North 88 degrees 59 minutes 40 seconds East a distance of 162 feet; thence run North 01 degree 39 minutes 38 seconds West a distance of 10 feet; thence run North 88 degrees 59 minutes 40 seconds East a distance of 25.00 feet to the point of Beginning.

LEGAL DESCRIPTION

Broudy Bros., Ltd.

111110-0000; 111200-0000; 111130-0000; 111225-0120

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2. In: Estate
③ Rec: 15.00
Doc: 878.50
Ret: Grantee

Public Records of
St. Johns County, FL
Clerk# 98049545
O.R. 1360 PG 1032
02:59PM 11/03/1998
REC \$13.00 SUR \$2.00
Doc Stamps \$878.50

RECEIVER DEED

THIS DEED made and entered into this 2ND of NOVEMBER, 1998, by and between ARNOLD DELORENZO as RECEIVER, for EDMUND U. O'STEEN, BARBARA O'STEEN AND CLYDE EUGENE O'STEEN, party of the first part; and BROUDY BROS., LTD., whose post office address is

PO BOX 1689 ST. AUGUSTINE, FL 32085
party of the second party;

WHEREAS, the said party of the first part was duly appointed RECEIVER for EDMUND U. O'STEEN, BARBARA JEAN O'STEEN AND CLYDE EUGENE O'STEEN under Order Authorizing and Directing receiver to convey real property. Order issued on the 2nd day of October, 1998, Case # CA 95-1244 by the Honorable Weinberg, Circuit Judge, in and for St. Johns County, Florida; and,

WHEREAS, the said party of the first part is authorized to convey such a deed to the party of the second part, and the party of the second part is entitled to such a deed;

NOW THEREFORE, in consideration of the foregoing and in further consideration of the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, the party of the first part has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, their heirs and assigns forever, the following described property situate, lying and being in St. Johns County, Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, charges and profits thereof and also all the estate's right, title and interest, property, possession, claim and demand whatever, both in law and in equity which the said party of the first part had or has by virtue of being Receiver of said property and otherwise of, in and to the above granted premises and every part and parcel thereof with the appurtenances. This deed also conveys all of the fee simple interest of EDMUND U. O'STEEN, BARBARA JEAN O'STEEN, CLYDE EUGENE O'STEEN, their successors or assigns.

TO HAVE AND TO HOLD the above described premises together with the appurtenances and every part thereof unto the said party of the second part, their heirs and assigns in fee simple forever.

And the said party of the first part, as Receiver, for them and their successors and assigns do hereby convey, promise and agree to and with the party of the second part that he is the lawful, and has power to convey as aforesaid and has in all

respects acted in making this conveyance under the powers granted to Receiver under Order Authorizing and Directing Receiver to convey real property and Receiver has not made, done or suffered any act, matter or things whatsoever since appointed as Receiver as aforesaid whereby the above granted premises and any part thereof now or at any time hereafter shall or may be impeached, charged or encumbered in any manner whatsoever.

It is understood that the word "party" and the pronouns referring thereto, whether in sinne and/or neuter, wherever the context so implies or admits.

IN WITNESS WHEREOF, the said party of the first part as Receiver, has hereunto set his hand and seal the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:


Witness Carol A. Lagasse

Witness David Andrews


Arnold DeLorenzo, as
Receiver L.S.

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day personally appeared before me, an officer authorized to administer oaths and take acknowledgments, ARNOLD DELORENZO, as Receiver, to me known to be 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 in the State and County last aforesaid this 2nd day of November, 1998.

 CAROLA LAGASSE
My Comm Exp. 7/21/00
Bonded By Service Ins
No. CC570937
Notary Public
My commission expires:


My commission expires:

This instrument was prepared by M. LAGASSE of Estate Title & Guaranty, Inc. as a necessary fulfillment of a condition set forth in a Title Insurance commitment issued by Estate Title & Guaranty, Inc.; 71 Carrera St.; St. Augustine, Florida 32084

EXHIBIT "A"
BROUDY DEED

LOCATED IN ST. AUGUSTINE, FLORIDA, IN LOT A-6, BLOCK "A" DANCY TRACT AND BEGINNING AT A POINT WHICH POINT IS THE INTERSECTION OF THE SOUTHERN LINE OF THE PROPERTY OF THE FLORIDA EAST COAST RAILWAY COMPANY WITH THE EASTERLY LINE OF HARTSHORN STREET (FORMERLY CEDAR STREET); THENCE RUNNING IN A SOUTHERLY DIRECTION 50 FEET ALONG SAID HARTSHORN STREET (FORMERLY CEDAR STREET) TO A POINT; THENCE RUNNING IN AN EASTERLY DIRECTION IN A LINE PARALLEL TO KING STREET 100 FEET TO A POINT; THENCE RUNNING IN A NORTHERLY DIRECTION IN A LINE PARALLEL TO SAID HARTSHORN STREET (FORMERLY CEDAR STREET) 50 FEET MORE OR LESS TO THE PLACE OF INTERSECTION OF SAID PROPERTY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY; THENCE RUNNING IN A WESTERLY DIRECTION ALONG SAID FLORIDA EAST COAST RAILWAY COMPANY'S SOUTH PROPERTY LINE 100 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID LOT HEREBY CONVEYED BEING A PART OF LOT A-6, BLOCK "A", DANCY TRACT, AND BEING BOUNDED ON THE EAST BY LAND OF THE ESTATE OF S. G. WORLEY; AND ON THE NORTH BY PROPERTY OF FLORIDA EAST COAST RAILWAY COMPANY; ON THE WEST BY HARTSHORN STREET (FORMERLY CEDAR STREET) AND ON THE SOUTH BY LAND OF THE ESTATE OF S. G. WORLEY.

ALSO THE WEST 127 FEET OF LOT A-6, BLOCK "A" DANCY TRACT, EXCEPTING THEREFROM THE NORTH 50 FEET OF THE WEST 100 FEET THEREOF, WHICH NORTH 50 FEET OF THE WEST 100 FEET IS BEING CONVEYED TO GRANTEE IN PARAGRAPH ONE ABOVE.

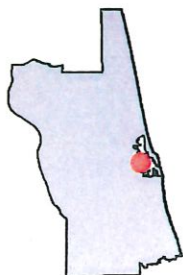
LEGAL DESCRIPTION

Broudy Bros., Ltd.

111220-0000 and 111225-0000

LOCATED IN ST. AUGUSTINE, FLORIDA, IN LOT A-6, BLOCK "A" DANCY TRACT AND BEGINNING AT A POINT WHICH POINT IS THE INTERSECTION OF THE SOUTHERN LINE OF THE PROPERTY OF THE FLORIDA EAST COAST RAILWAY COMPANY WITH THE EASTERLY LINE OF HARTSHORN STREET (FORMERLY CEDAR STREET); THENCE RUNNING IN A SOUTHERLY DIRECTION 50 FEET ALONG SAID HARTSHORN STREET (FORMERLY CEDAR STREET) TO A POINT; THENCE RUNNING IN AN EASTERLY DIRECTION IN A LINE PARALLEL TO KING STREET 100 FEET TO A POINT; THENCE RUNNING IN A NORTHERLY DIRECTION IN A LINE PARALLEL TO SAID HARTSHORN STREET (FORMERLY CEDAR STREET) 50 FEET MORE OR LESS TO THE PLACE OF INTERSECTION OF SAID PROPERTY LINE OF THE FLORIDA EAST COAST RAILWAY COMPANY; THENCE RUNNING IN A WESTERLY DIRECTION ALONG SAID FLORIDA EAST COAST RAILWAY COMPANY'S SOUTH PROPERTY LINE 100 FEET MORE OR LESS TO THE POINT OF BEGINNING. SAID LOT HEREBY CONVEYED BEING A PART OF LOT A-6, BLOCK "A", DANCY TRACT, AND BEING BOUNDED ON THE EAST BY LAND OF THE ESTATE OF S. G. WORLEY; AND ON THE NORTH BY PROPERTY OF FLORIDA EAST COAST RAILWAY COMPANY; ON THE WEST BY HARTSHORN STREET (FORMERLY CEDAR STREET) AND ON THE SOUTH BY LAND OF THE ESTATE OF S. G. WORLEY.

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Proposed Zoning



St Johns County, Maxar, Microsoft

2022

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



0 0.02 0.04 Miles

0 105 US Feet

BROUDY DEVELOPMENT AGREEMENT

THIS BROUDY DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into on this ____ day of _____, 2022, by and between BROUDY BROS., LTD., a Florida limited partnership, and CORY A. LANG, an individual (together with their successors and assigns collectively, “**Owner**”), and THE CITY OF ST. AUGUSTINE, FLORIDA, a Florida municipal corporation (the “**City**”).

A. The Owner is the owner of approximately 5.5 acres located at the northwest corner of the intersection of U.S. Highway 1 and West King Street in the City of St. Augustine, Florida, as described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”).

B. The City has identified the Property for the location of a Mobility Station (as that term is defined in Section 28-2 of the City of St. Augustine Code) to provide multi-modal transit to residents of and visitors to the City.

C. The City has adopted a new future land use category called Mobility-Oriented Development and a new zoning district called Mobility Oriented Development to bring mobility-oriented development to certain areas of the City, including the Property.

D. In order for the Owner, in cooperation with the City, to provide a mobility station on the Property, it is necessary to change the Future Land Use Map (“**FLUM**”) designation of the Property from Commercial Medium Intensity and Industrial to Mobility-Oriented Development (“**MOD FLUM**”) and the zoning district of the Property from Commercial Medium Two (“**CM-2**”) and Industrial Warehouse (“**IW**”) to Mobility-Oriented Development (“**MOD Zoning**”).

E. The Property will be developed in accordance with the MOD FLUM and MOD Zoning designations (the “**Development**”). The Owner shall make best efforts to use low-impact development principles, low-impact plumbing fixtures and green/sustainable building construction techniques throughout the development. Stormwater retention and management will incorporate sustainable features such as rain gardens, landscaping bio-swales and permeable pavers in the common areas and perimeter landscaping areas.

F. The Owner desires to develop the Property to provide pedestrian linkage improvements with accommodations for park-and-ride and bikeshare/carshare programs for access into the downtown area. Allowable uses within the Property may include, but are not limited to, multi-modal transportation facilities, retail services, grocery stores, restaurants, other commercial and service uses, offices, multi-family residential units, public buildings and public uses, parks/plazas and similar uses and supporting facilities.

G. The Owner will construct any necessary turn lane, utility and other improvements, both on the Property and off-site, to mitigate for impacts of the Development, as determined at concurrency and construction plan approval.

H. The Owner and the City desire to enter into this Agreement to (i) allow use of the Property as a mobility-oriented development, subject to the parameters set forth in this Agreement; (ii) allow the assignment of development rights and related parking and stormwater within the Property to individual parcels within the Development, regardless of parcel ownership; (iii) provide for a publicly available parking garage; and (iv) provide a timeline for construction of the Development.

I. This Agreement is consistent with the City's Charter, the City's Comprehensive Plan and Municipal City Code, as well as, with provisions of Chapter 163, Florida Statutes, Chapter 166, Florida Statutes, Chapter 187, Florida Statutes and Article VIII, Section 2(b), Constitution of the State of Florida, and other applicable law, and serves a public purpose.

J. The City has determined that the requirements of Section 163.3231, Florida Statutes, have been met in that:

i. The City has adopted a local Comprehensive Plan that is in compliance.

ii. The proposed development of the Property is consistent with the City of St. Augustine Comprehensive Plan, including the Future Land Use Map, and complies with applicable provisions of the City's Land Development Regulations and Municipal Code (the "City Code").

iii. This Agreement constitutes a binding commitment on the part of the Owner, its successors and assigns, to develop the Property consistent with the Comprehensive Plan and applicable provisions of the City Code.

K. The Development will be served by the following public facilities:

i. Transportation. Site access will be provided via the existing U.S. Highway 1, West King Street and Hartshorn Street, subject to approval by applicable governmental agencies. Prior to commencement of the Development, the Owner shall apply to the City for transportation concurrency and will pay mobility fees and make any site access improvements required by applicable laws and regulations, including the City Code, for the Owner's private development on the Property (but not related to the City's parking garage proposed for the Property).

ii. Potable Water and Sanitary Sewer. The City will provide adequate water and wastewater service to the Property. Prior to commencement of the Development, the Owner shall apply for water and sewer concurrency and will pay any connection or other fees and make any system improvements required by applicable laws and regulations, including the City Code, for the Owner's private development on the Property (but not related to the City's parking garage proposed for the Property).

iii. Solid Waste. The City will provide solid waste disposal to the Property.

iv. Drainage. Concurrently with development of the Property or portions thereof, the Owner will provide drainage in accordance with St. Johns River Water Management District rules and in accordance with local government development orders that have been and will be issued for development of the Property from time to time, as well as other improvements in

compliance with the provisions of this Agreement and the respective responsibilities of the parties.

v. Parks / Open Space. Concurrently with development of the Property or portions thereof, the Owner and the City will provide recreational facilities and open space as required in applicable provisions of the City Code.

vi. Public Schools. Concurrently with development of any residential units on the Property, the Owner will provide school proportionate share and pay school impact fees, in accordance with applicable laws and regulations.

L. The MOD Zoning district allows a maximum residential density of 50 units per acre, a maximum lot coverage by buildings of 80 percent and a maximum building height of 65 feet.

M. This Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Findings of Fact.** The Recitals set forth above are true and correct and are incorporated herein by reference as Findings of Fact.

2. **Purpose and Intent.** The Owner and the City desire to enter into this Agreement to address the provision of a mobility-oriented development on the Property, pursuant to the MOD FLUM and MOD Zoning designations. The Development will include a cohesive mixture of land uses centered around a centralized publicly available parking facility and future rail station. The Owner and the City will cooperate in providing utility, stormwater and transportation system improvements to support the Development, subject to final concurrency and construction plan approval in accordance with the City Code. Cooperation with the City on public facilities, utilities and transportation shall not relieve the Owner of the responsibility for compliance with all applicable codes, laws and regulations and does not imply that the City will be responsible for construction or financing of any improvements needed for privately owned portions of the Development. Costs associated with any publicly owned or available portions of the Development will be subject to a separate agreement between the Owner and the City.

3. **Public Facility Improvements.** The Owner and the City agree that they will cooperate in providing potable water, sanitary sewer, stormwater, transportation and other public facilities to the Development. Once the Owner finalizes its plans for the Development, the Owner will apply to the City for concurrency and construction plan approvals. At that time, the City and the Owner will determine whether any capital improvements are necessary to serve the Development and which party or parties will be responsible for funding and constructing such improvements. The Owner will comply with all codes, laws and regulations related to potable water, sanitary sewer, stormwater, transportation and other public facilities necessary for development of the Property.

4. **Property Development Rights.** For the purposes of the Agreement, the Property shall have the following development rights, as calculated below:

a. The Property includes approximately 5.5 developable acres, as depicted on the conceptual development plan attached hereto as **Exhibit “B”** and incorporated herein by this reference (the “**Conceptual Development Plan**”). Based on the approximately 5.5 developable acres within the Property, the maximum residential density for the Development will not exceed 275 units, pursuant to the MOD FLUM and MOD Zoning designations (the “**Residential Development Rights**”). The maximum non-residential intensity for the Development shall not exceed the 80 percent lot coverage by buildings for the overall Property, less the lot coverage by residential buildings (the “**Non-Residential Development Rights**”, and collectively with the Residential Development Rights, the “**Development Rights**”):

b. The Development shall not be permitted to exceed 80 percent lot coverage by buildings, as calculated over the 5.5 developable acres within the Property.

c. The Owner shall be permitted to allocate some or all of the Development Rights to one or more parcels within the Property, regardless of the size of such parcel or parcels. The Owner shall notify the City when it allocates any portion of the Development Rights to a parcel within the Property and shall record an assignment of such portion of the Development Rights against title to the applicable parcel in the Public Records of St. Johns County, Florida. The Owner shall also submit tables tracking allocations of the Development Rights with each construction plan submittal to the City, so that the City will know how many cumulative Development Rights have been allocated as of the date of each construction plan submittal.

d. The Property, in its entirety, will comply with the King Street Design Standards as they relate to “West King Street”, as set forth more fully in City Code Section 28-130(3).

e. Permitted uses within the Development shall be those allowed by right in the MOD future land use category and MOD zoning district.

f. Lot coverage by buildings shall be measured within the Property as a whole, and not by individual parcel or parcels.

g. Stormwater ponds and structures may be shared among parcels within the Property.

h. Trash dumpsters and other facilities may be located inside or outside of any parking garage or garages that may be constructed on the Property.

i. The Conceptual Development Plan is subject to revision, provided any changes conform with the MOD FLUM and MOD Zoning designations.

5. **Shared Parking.** The Development will include a variety of land uses, including mobility, residential, commercial/retail and office, and will be developed in a unified manner, consistent with the Conceptual Development Plan. Due to its mixed-use nature, the Development shall be permitted to have parking for various parcels within the Property located anywhere within the Development, if approved by the City Planning and Zoning Board (“**PZB**”) as a use

by exception. If the entire Development is approved by the PZB as a use by exception for off-site parking, each specific parcel, at the time of its construction plan submittal, shall identify (i) its per-Code parking needs, (ii) the off-site parking location to be used within the Development for such parcel and if the location complies with the City Code's distance requirements, (iii) the available number of parking spaces at that location, and (iv) the availability of such parking spaces no later than at the time the City issues a certificate of occupancy or its equivalent for the related use. The Owner shall notify the City when it allocates parking spaces within the Development to a specific parcel and shall submit tables tracking allocations of parking spaces with each construction plan submittal to the City, so the City can track the Development's compliance with Code parking provisions. Nothing herein is intended to vary, modify or waive any Code criteria, nor to imply the preemptive approval or disapproval of a use by exception or other quasi-judicial hearing process. If the Development is not approved by the PZB as a use by exception for off-site parking, each parcel within the Development will have to comply with Code parking requirements on-site.

6. **Mobility – Oriented Development Project.** The Development is proposed to be a mobility-oriented development, which is why the Owner applied for and the City approved a Comprehensive Plan Amendment to change the FLUM designation of the Property to MOD and a rezoning to amend the zoning district of the Property to MOD. In the event a mobility oriented development meeting the criteria of the MOD FLUM designation set forth in City Comprehensive Plan Land Use Element Policy 6.9.1 does not occur within the Property, the future land use and zoning designations of the Property shall automatically revert to Commercial Medium Intensity and Industrial as the future land use designations (as they were in September 2022) and CM-2 and IW zoning districts (as they were in September 2022) and the Owner will be required to seek FLUM and zoning amendments for any development of the Property that is not consistent with the September 2022 future land use and zoning designations of the site.

7. **Publicly Available Parking Garage.** The MOD FLUM and MOD Zoning designations require the Property to contain a Mobility Station (as that term is defined in Section 28-2 of the City Code. Pursuant to the City Code, a Mobility Station must contain a publicly owned parking garage, publicly leased parking garage, or publicly available parking garage containing a minimum of 200 parking spaces available for daily public parking at rates no greater than charged by the City of St. Augustine at the Historic Downtown Parking Facility located at 1 Cordova Street. The Mobility Station on the Property may also include a transit station available to the public at large for general transportation needs or a commuter rail station at some time in the future. A public shuttle or public circulator system which moves individuals from the publicly available parking garage into the downtown areas, operating in conjunction with the publicly available parking garage, will be the responsibility of the City or its assigns, in coordination with the Owner.

The Owner intends to construct a publicly owned parking garage, publicly leased parking garage, or publicly available parking garage on the Property to satisfy the Mobility Station requirement. Such parking garage will be developed on the Property in cooperation with the City of St. Augustine and will contain a minimum of 500 parking spaces available to the public, unless that number is reduced per agreement by both the City and the Owner. None of the minimum 500 parking spaces (subject to reduction per agreement by both the City and the Owner) available to the public shall serve the parking needs of privately owned buildings or

businesses located on the Property, unless the Property is included in an overlay district or other agreement is reached between the City and the Owner that allows for shared or reduced parking. The details of ownership and operation of the parking garage shall be subject to a separate agreement between the City and the Owner. In the event the City and the Owner do not reach agreement regarding the development of the garage, as set forth in this Section 7, the Owner shall be permitted to construct and finance a parking garage meeting the requirements of the Mobility Station definition in Section 28-2 of the City Code.

8. **Development Timing.** Project development will commence within five (5) years of the Effective Date hereof; provided, however, the Owner shall have the right to extend this date through an amendment to this Agreement. The first phase of the development will contain a publicly owned parking garage, publicly leased parking garage, or publicly available parking garage containing a minimum of 200 parking spaces available for daily public parking at rates no greater than charged by the City of St. Augustine at the Historic Downtown Parking Facility located at 1 Cordova Street, pursuant to the requirements of City Code Section 28-2. If the City and the Owner enter into a legally binding agreement related to the financing, construction and operation of a publicly available parking garage on the Property pursuant to Section 7 hereof (the “**Parking Garage Agreement**”) and both parties perform on their obligations thereunder, the publicly available parking garage will be constructed pursuant to the timing set forth in the Parking Garage Agreement. If the Owner and the City are unable to come to terms on an agreement related to a publicly available parking garage by July 1, 2023 (which date may be extended by mutual written agreement between the Owner and the City), the Owner shall have the right to construct in its first phase of development a publicly available parking garage on the Property that meets the requirements of City Code Section 28-2, without the participation of the City. If the Owner does not elect to construct a publicly available parking garage that meets the requirements of City Code Section 28-2 in its first phase of development, the future land use and zoning designations of the Property shall automatically revert to Commercial Medium Intensity and Industrial as the future land use designations (as they were in September 2022) and CM-2 and IW zoning districts (as they were in September 2022) and the Owner will be required to seek FLUM and zoning amendments for any development of the Property that is not consistent with the September 2022 future land use and zoning designations of the site.

For the purposes hereof, “commencement” shall be defined as the City’s approval of the first construction plans for the Property. Because the Property has an MOD zoning designation, no Development phasing or completion dates are required by the Code. Thus, the Development may occur in a number of phases. Each phase of the Development will meet applicable City Code requirements. The City shall review the Development at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with this Agreement, pursuant to Section 163.3235, Florida Statutes.

9. **Authority and Duration.** This Agreement is made and granted pursuant to Sections 163.3220-163.3243, Florida Statutes, and is effective through the thirtieth (30th) anniversary of the Effective Date of this Agreement, and any extension of this Agreement. Notwithstanding the foregoing, this Agreement shall not expire as long as a mobility-oriented use, as defined in the MOD future land use and MOD Zoning categories, is operating on the Property.

10. Amendment, Extension of Agreement. If state or federal laws are enacted after the execution of this Agreement that are applicable to and preclude the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as necessary to comply with the relevant State or federal laws, pursuant to Sections 163.3237 and 163.3241, Florida Statutes, as may be amended from time to time. The duration of this Agreement may be extended by the City pursuant to law and after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, as may be amended from time to time.

11. Necessity to Obtain Permits. The Owner acknowledges its obligation to obtain all necessary federal, state and other local development permits (not mentioned herein) for development of the Property. The failure of this Agreement to address any particular permit, condition, term or restriction applicable to development of the Property shall not relieve the Owner or any successors or assigns of the necessity of complying with federal, state, and other local permitting requirements, conditions, terms or restrictions as may be applicable.

12. Agreement Consistent with Comprehensive Plan and Section 163.3180, Florida Statutes (2022). The City hereby acknowledges and agrees that (i) the Development is consistent with Florida Statutes and with the City's Comprehensive Plan and Land Development Regulations, and (ii) that the City's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan. This Development Agreement is contingent upon a future land use category and companion zoning district specific to mobility-oriented development. Any successful legal challenges to these ordinances will nullify the rights and obligations of this Development Agreement.

13. Remedies. Each party to this Agreement shall be entitled to seek enforcement of this Agreement against the other party consistent with Section 163.3243, Florida Statutes, as may be amended from time to time.

14. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. When Owner is used in this Agreement, it includes Owner and any successors and assigns owning any rights to the Property, jointly and severally assuming all the Owner obligations set out in the Agreement, unless the obligations have been fully discharged. Payments or credits due to Owner by City pursuant to the terms of this Agreement will be disbursed or assigned to BROUDY BROS., LTD. City shall have no duty to apportion or assign any payments or credits from this Agreement to successors or assigns, and said successors or assigns shall only look to BROUDY BROS., LTD. for reimbursement, credit or apportionment, unless BROUDY BROS., LTD. assigns its rights and obligations hereunder in full to a successor in interest to the Property.

15. Applicable Law: Jurisdiction and Venue. This Agreement and the rights and obligations of the City and Owner under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida (2022). This Agreement may be enforced as provided in Section 163.3243, Florida Statutes, as may be amended from time to time. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in St. Johns County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or

unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development contemplated by this Agreement shall not relieve Owner or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

16. Exhibits. All exhibits attached to this Agreement contain additional terms of this Agreement and are incorporated into this Agreement by reference.

17. Captions or Paragraph Headings. Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision of this Agreement.

18. Counterparts. This Agreement may be executed in counterparts, each constituting a duplicate original; such counterparts shall constitute one and the same Agreement.

19. Effective Date and Recordation. This Agreement shall become effective fifteen (15) days after it has been recorded in the Public Records of St. Johns County (the “**Effective Date**”).

20. Amendment. This Agreement may be amended, cancelled or revoked consistent with the notice and hearing procedures of Section 163.3225, Florida Statutes, and the terms of Section 163.3237, Florida Statutes, as may be amended from time to time.

21. Further Assurances. Each party to this Agreement agrees to do, execute, acknowledges and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other party in order to carry out the intent of and give effect to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the City, the parties declare their intention to cooperate with each other in effecting the purposes of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

22. Notices. Any notices or reports required by this Development Agreement shall be sent to the following:

For the City: City Manager
 City of St. Augustine
 75 King Street
 St. Augustine, Florida 32084

With copy to: City Attorney
 City of St. Augustine
 75 King Street
 St. Augustine, Florida 32084

For Owner: Barry B Broudy
Broudy Bros., LTD.
35 North Ponce De Leon
St. Augustine, Florida 32085

Cory A. Lang
194 West King Street
St. Augustine, Florida 32084

With copy to: Ellen Avery-Smith
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086

[Signatures on Following Pages]

Passed and Duly Adopted by the City Commission of the City of St. Augustine, Florida this ____ day of _____, 2022.

Attest:

CITY OF ST. AUGUSTINE, FLORIDA, a
municipal corporation

By: _____
John P. Regan, P.E., City Manager

Approved as to form, legal sufficiency and
execution:

By: _____
Isabelle Lopez, City Attorney

IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Florida
Witnesses:

BROUDY BROS., LTD., a Florida limited
partnership

Name: _____

By:

Name: _____

Print: _____

Its: _____

Date: _____

Name: _____

Print: _____

STATE OF FLORIDA

COUNTY OF _____

The forgoing instrument is hereby acknowledged before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 2022, by _____ as _____ of BROUDY BROS., LTD., a Florida limited partnership on behalf of the company. He is personally known to me or has produced _____ as identification and (did/did not) take an oath.

NOTARY PUBLIC

IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Florida
Witnesses:

CORY A. LANG

By: _____
Name: Cory A. Lang, an Individual

Name: _____

Date: _____

Print: _____

Name: _____

Print: _____

STATE OF FLORIDA

COUNTY OF _____

The forgoing instrument is hereby acknowledged before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 2022, by CORY A. LANG, an individual. He is personally known to me or has produced _____ as identification and (did/did not) take an oath.

NOTARY PUBLIC

EXHIBIT "A"

Legal Description of Property

PARCEL A: A parcel of land in the City of St. Augustine, being a North part of Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Commencing at the intersection of the East line of Hartshorn Street (formerly Cedar Street) with the presently existing North line of King Street; thence North 6 degrees 26 minutes 31 seconds West on said East line of Hartshorn Street, 204.96 feet to the Point of Beginning on the South line of the now existing right of way of the Florida East Coast Railway Company at the Southwest corner of the herein described parcel of land; thence continuing North 6 degrees 26 minutes 31 seconds West 181.08 feet; thence North 85 degrees 19 minutes 13 seconds East, parallel with and 50 feet Southerly as measured at right angles from the centerline of the single tract mainline of said railway company, 853.69 feet; thence Southwesterly, on the Northwesterly right of way line of U. S. Highway No. 1, on a curve concave Southerly with radius of 888.51 feet (arc definition), through a central angle of 16 degrees 44 minutes 16 seconds, an arc distance of 259.56 feet (chord bearing and distance being South 41 degrees 18 minutes 59 seconds West 258.64 feet); thence South 85 degrees 12 minutes 22 seconds West, on said South line of railway right of way, 662.08 feet to the Point of Beginning.

PARCEL B: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Commencing at the intersection of the East line of Hartshorn Street (formerly Cedar Street) with the presently existing North line of King Street; thence North 6 degrees 26 minutes 31 seconds West, on said East line of Hartshorn Street, 204.96 feet; thence North 85 degrees 12 minutes 22 seconds East, on the South line of the now existing right of way of the Florida East Coast Railway Company, 112.80 feet to the Point of Beginning at the Northwest corner of the herein described parcel of land; thence continuing North 85 degrees 12 minutes 22 seconds East, on said South line of railway right of way, 233.87 feet; thence South 9 degrees 52 minutes 04 seconds East, on the West line of Depot Street, 199.04 feet to the North line of the right of way for U. S. Highway No. 1 ramp or turnout to King Street; thence Westerly, on said North right of way line and on a curve concave Northerly with radius of 898.31 feet through a central angle of 2 degrees 46 minutes 33 seconds, an arc distance of 43.52 feet (chord being South 83 degrees 27 minutes 00 seconds West 43.52 feet); thence South 5 degrees 09 minutes 44 seconds East, across the West end of said right of way for U. S. Highway No. 1 ramp or turnout, 1.95 feet; thence South 84 degrees 50 minutes 16 seconds West, on the North line of King Street, 189.38 feet; thence North 10 degrees 01 minute 21 seconds West, on the West line of those lands described in deed recorded in Deed Book 199, page 200, and in Official Records Book 105, page 394, public records of said County, a distance of 204.65 feet to the Point of Beginning.

PARCEL C: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Beginning at the intersection of the East line of Depot Street with the South right of way line of the Florida East Coast Railway Company; thence North 85 degrees 12 minutes 22 seconds east, on said South right of way line, 220.10 feet to the West line of a 10 foot width alley; thence South 9 degrees 52 minutes 04 seconds East, on said West line of alley, 91.28 feet; thence South 31 degrees 51 minutes 15 seconds West, on the Westerly right of way line of U. S. Highway No. 1, a distance of 41.44 feet to the point of curve to the right with radius of 143.00 feet; thence on said curve to the right and on said highway right of way line, through a central angle of 32 degrees 03 minutes 56 seconds, an arc distance of 80.03 feet; thence North 9 degrees 52 minutes 04 seconds West, on the East line of that land described in Deed recorded in Deed Book 197, page 165, public records of said County, a distance of 71.55 feet; thence South 85 degrees 12 minutes 22 seconds West, on the North line of said land described in Deed Book 197, page 165, a distance of 125.00 feet; thence North 9 degrees 52 minutes 04 seconds West, on the East line of Depot Street, 101.84 feet to the Point of Beginning.

PARCEL D: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, being part of that parcel of land described in deed recorded in Deed Book 167, page 6, public records of said County and being more fully described as follows:

Commencing at the intersection of the North line of King Street (being 40 feet in width) with the East line of Depot Street; thence North 84 degrees 50 minutes 16 seconds East, on said North line of King Street, 230.00 feet to a point on the East line of a 10 foot width alley within the right of way for now existing U. S. Highway No. 1; thence North 9 degrees 52 minutes 04 seconds West, on said East line of alley, 123.00 feet to the Point of Beginning on the Westerly right of way line of said highway; thence continuing North 9 degrees 52 minutes 04 seconds West, on said east line of alley, 75.95 feet; thence North 85 degrees 12 minutes 22 seconds East, on the now existing South right of way line of the Florida East Coast Railway Company, 63.00 feet to said Westerly right of way line of highway; thence South 31 degrees 51 minutes 15 seconds West, on said right of way line of highway, 94.29 feet to the Point of Beginning.

PARCEL E: A parcel of land in Section 28, Township 7 South, Range 30 East Situate, lying and being in the County of St. Johns, State of Florida, known and described as:

From the Southwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 28, run North 0 degrees 51 minutes 32 seconds West along the West line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 28, for a distance of 100 feet to a

point of intersection with the North right of way line of a 100 foot right of way county road (called Pope Road); thence run North 88 degrees 59 minutes 40 seconds East along the North right of way line of Pope Road, for a distance of 1,270.56 feet, more or less, to a point of intersection with the Westerly right of way line of State Road No. S-3; thence run North 1 degree 39 minutes 38 seconds West along the Westerly right of way line of State Road No. S-3, for a distance of 354.5 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue North 1 degree 39 minutes 38 seconds West along the Westerly right of way line of said State Road No. S-3, for a distance of 103.3 feet, more or less, to a point of intersection with the Southerly right of way line of State Road No. 312; thence run North 82 degrees 24 minutes 28 seconds West along the said Southerly right of way line of said State Road No. 312, for a distance of 202.62 feet to a point; thence run South 1 degree 39 minutes 38 seconds East for a distance of 130.59 feet to a point; thence run South 46 degrees 19 minutes 59 seconds East for a distance of 18.49 feet; thence run North 88 degrees 59 minutes 40 seconds East a distance of 162 feet; thence run North 01 degree 39 minutes 38 seconds West a distance of 10 feet; thence run North 88 degrees 59 minutes 40 seconds East a distance of 25.00 feet to the point of Beginning.

Together with:

In the City of St. Augustine, described as follows:

Beginning at a point on the North line of King Street and the East line of a street running North and South, known as Depot Street, according to map recorded in the Office of the Clerk of the Circuit Court in Map Book 3, page 5, of the Eleanor M. Crosby Tract of the "Ferry Tract", said beginning point being the Southwest corner of the lot herein described; running thence Northerly along the East line of Depot Street 100 feet; thence Easterly and parallel to the North line of King Street 125 feet; thence Southerly and parallel to the East line of Depot Street 100 feet to the North line of King Street; thence Westerly along the North line of King Street 125 feet to the point of beginning, being a portion of the property conveyed by H. J. Usina to Albert Hirth, as per deed recorded in Deed Book 48, page 30, of the public records of St. Johns County, Florida; excepting therefrom that part of the above described property acquired by the State Road Department of Florida and recorded in Deed Book 253, page 696, of the public records of St. Johns County, Florida.

EXHIBIT "B"

Conceptual Development Plan



SCALE: 1" = 60'-0"

Conceptual Site Plan
09.16.2022

LS3P

BROUDY DEVELOPMENT AGREEMENT

THIS BROUDY DEVELOPMENT AGREEMENT (the “**Agreement**”) is made and entered into on this ____ day of _____, 2022, by and between BROUDY BROS., LTD., a Florida limited partnership, and CORY A. LANG, an individual (together with their successors and assigns collectively, “**Owner**”), and THE CITY OF ST. AUGUSTINE, FLORIDA, a Florida municipal corporation (the “**City**”).

A. The Owner is the owner of approximately 5.5 acres located at the northwest corner of the intersection of U.S. Highway 1 and West King Street in the City of St. Augustine, Florida, as described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Property**”).

B. The City has identified the Property for the location of a Mobility Station (as that term is defined in Section 28-2 of the City of St. Augustine Code) to provide multi-modal transit to residents of and visitors to the City.

C. The City has adopted a new future land use category called Mobility-Oriented Development and a new zoning district called Mobility Oriented Development to bring mobility-oriented development to certain areas of the City, including the Property.

D. In order for the Owner, in cooperation with the City, to provide a mobility station on the Property, it is necessary to change the Future Land Use Map (“**FLUM**”) designation of the Property from Commercial Medium Intensity and Industrial to Mobility-Oriented Development (“**MOD FLUM**”) and the zoning district of the Property from Commercial Medium Two (“**CM-2**”) and Industrial Warehouse (“**IW**”) to Mobility-Oriented Development (“**MOD Zoning**”).

E. The Property will be developed in accordance with the MOD FLUM and MOD Zoning designations (the “**Development**”). The Owner shall make best efforts to use low-impact development principles, low-impact plumbing fixtures and green/sustainable building construction techniques throughout the development. Stormwater retention and management will incorporate sustainable features such as rain gardens, landscaping bio-swales and permeable pavers in the common areas and perimeter landscaping areas.

F. The Owner desires to develop the Property to provide pedestrian linkage improvements with accommodations for park-and-ride and bikeshare/carshare programs for access into the downtown area. Allowable uses within the Property may include, but are not limited to, multi-modal transportation facilities, retail services, grocery stores, restaurants, other commercial and service uses, offices, multi-family residential units, public buildings and public uses, parks/plazas and similar uses and supporting facilities.

G. The Owner will construct any necessary turn lane, utility and other improvements, both on the Property and off-site, to mitigate for impacts of the Development, as determined at concurrency and construction plan approval.

H. The Owner and the City desire to enter into this Agreement to (i) allow use of the Property as a mobility-oriented development, subject to the parameters set forth in this Agreement; (ii) allow the assignment of development rights and related parking and stormwater within the Property to individual parcels within the Development, regardless of parcel ownership; (iii) provide for a publicly available parking garage; and (iv) provide a timeline for construction of the Development.

I. This Agreement is consistent with the City's Charter, the City's Comprehensive Plan and Municipal City Code, as well as, with provisions of Chapter 163, Florida Statutes, Chapter 166, Florida Statutes, Chapter 187, Florida Statutes and Article VIII, Section 2(b), Constitution of the State of Florida, and other applicable law, and serves a public purpose.

J. The City has determined that the requirements of Section 163.3231, Florida Statutes, have been met in that:

i. The City has adopted a local Comprehensive Plan that is in compliance.

ii. The proposed development of the Property is consistent with the City of St. Augustine Comprehensive Plan, including the Future Land Use Map, and complies with applicable provisions of the City's Land Development Regulations and Municipal Code (the "**City Code**").

iii. This Agreement constitutes a binding commitment on the part of the Owner, its successors and assigns, to develop the Property consistent with the Comprehensive Plan and applicable provisions of the City Code.

K. The Development will be served by the following public facilities:

i. Transportation. Site access will be provided via the existing U.S. Highway 1, West King Street and Hartshorn Street, subject to approval by applicable governmental agencies. Prior to commencement of the Development, the Owner shall apply to the City for transportation concurrency and will pay mobility fees and make any site access improvements required by applicable laws and regulations, including the City Code, for the Owner's private development on the Property (but not related to the City's parking garage proposed for the Property).

ii. Potable Water and Sanitary Sewer. The City will provide adequate water and wastewater service to the Property. Prior to commencement of the Development, the Owner shall apply for water and sewer concurrency and will pay any connection or other fees and make any system improvements required by applicable laws and regulations, including the City Code, for the Owner's private development on the Property (but not related to the City's parking garage proposed for the Property).

iii. Solid Waste. The City will provide solid waste disposal to the Property.

iv. Drainage. Concurrently with development of the Property or portions thereof, the Owner will provide drainage in accordance with St. Johns River Water Management District rules and in accordance with local government development orders that have been and will be issued for development of the Property from time to time, as well as other improvements in

compliance with the provisions of this Agreement and the respective responsibilities of the parties.

v. Parks / Open Space. Concurrently with development of the Property or portions thereof, the Owner and the City will provide recreational facilities and open space as required in applicable provisions of the City Code.

vi. Public Schools. Concurrently with development of any residential units on the Property, the Owner will provide school proportionate share and pay school impact fees, in accordance with applicable laws and regulations.

L. The MOD Zoning district allows a maximum residential density of 50 units per acre, a maximum lot coverage by buildings of 80 percent and a maximum building height of 65 feet.

M. This Agreement strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation and comprehensive planning and reduces the costs of development.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. **Findings of Fact.** The Recitals set forth above are true and correct and are incorporated herein by reference as Findings of Fact.

2. **Purpose and Intent.** The Owner and the City desire to enter into this Agreement to address the provision of a mobility-oriented development on the Property, pursuant to the MOD FLUM and MOD Zoning designations. The Development will include a cohesive mixture of land uses centered around a centralized publicly available parking facility and future rail station. The Owner and the City will cooperate in providing utility, stormwater and transportation system improvements to support the Development, subject to final concurrency and construction plan approval in accordance with the City Code. Cooperation with the City on public facilities, utilities and transportation shall not relieve the Owner of the responsibility for compliance with all applicable codes, laws and regulations and does not imply that the City will be responsible for construction or financing of any improvements needed for privately owned portions of the Development. Costs associated with any publicly owned or available portions of the Development will be subject to a separate agreement between the Owner and the City.

3. **Public Facility Improvements.** The Owner and the City agree that they will cooperate in providing potable water, sanitary sewer, stormwater, transportation and other public facilities to the Development. Once the Owner finalizes its plans for the Development, the Owner will apply to the City for concurrency and construction plan approvals. At that time, the City and the Owner will determine whether any capital improvements are necessary to serve the Development and which party or parties will be responsible for funding and constructing such improvements. The Owner will comply with all codes, laws and regulations related to potable water, sanitary sewer, stormwater, transportation and other public facilities necessary for development of the Property.

4. **Property Development Rights.** For the purposes of the Agreement, the Property shall have the following development rights, as calculated below:

a. The Property includes approximately 5.5 developable acres, as depicted on the conceptual development plan attached hereto as **Exhibit “B”** and incorporated herein by this reference (the “**Conceptual Development Plan**”). Based on the approximately 5.5 developable acres within the Property, the maximum residential density for the Development will not exceed 275 units, pursuant to the MOD FLUM and MOD Zoning designations (the “**Residential Development Rights**”). The maximum non-residential intensity for the Development shall not exceed the 80 percent lot coverage by buildings for the overall Property, less the lot coverage by residential buildings (the “**Non-Residential Development Rights**”, and collectively with the Residential Development Rights, the “**Development Rights**”):

b. The Development shall not be permitted to exceed 80 percent lot coverage by buildings, as calculated over the 5.5 developable acres within the Property.

c. The Owner shall be permitted to allocate some or all of the Development Rights to one or more parcels within the Property, regardless of the size of such parcel or parcels. The Owner shall notify the City when it allocates any portion of the Development Rights to a parcel within the Property and shall record an assignment of such portion of the Development Rights against title to the applicable parcel in the Public Records of St. Johns County, Florida. The Owner shall also submit tables tracking allocations of the Development Rights with each construction plan submittal to the City, so that the City will know how many cumulative Development Rights have been allocated as of the date of each construction plan submittal.

d. The Property, in its entirety, will comply with the King Street Design Standards as they ~~related~~relate to “West King Street”, as set forth more fully in City Code Section 28-130(3).

e. Permitted uses within the Development shall be those allowed by right in the MOD future land use category and MOD zoning district.

f. Lot coverage by buildings shall be measured within the Property as a whole, and not by individual parcel or parcels.

g. Stormwater ponds and structures may be shared among parcels within the Property.

h. Trash dumpsters and other facilities may be located inside or outside of any parking garage or garages that may be constructed on the Property.

i. The Conceptual Development Plan is subject to revision, provided any changes conform with the MOD FLUM and MOD Zoning designations.

5. **Shared Parking.** The Development will include a variety of land uses, including mobility, residential, commercial/retail and office, and will be developed in a unified manner, consistent with the Conceptual Development Plan. Due to its mixed-use nature, the Development shall be permitted to have parking for various parcels within the Property located anywhere

within the Development, if approved by the City Planning and Zoning Board (“PZB”) as a use by exception. If the entire Development is approved by the PZB as a use by exception for off-site parking, each specific parcel, at the time of its construction plan submittal, shall identify (i) its per-Code parking needs, (ii) the off-site parking location to be used within the Development for such parcel and if the location complies with the City Code’s distance requirements, (iii) the available number of parking spaces at that location, and (iv) the availability of such parking spaces no later than at the time the City issues a certificate of occupancy or its equivalent for the related use. The Owner shall notify the City when it allocates parking spaces within the Development to a specific parcel and shall submit tables tracking allocations of parking spaces with each construction plan submittal to the City, so the City can track the Development’s compliance with Code parking provisions. Nothing herein is intended to vary, modify or waive any Code criteria, nor to imply the preemptive approval or disapproval of a use by exception or other quasi-judicial hearing process. If the Development is not approved by the PZB as a use by exception for off-site parking, each parcel within the Development will have to comply with Code parking requirements on-site.

6. **Mobility – Oriented Development Project.** The Development is proposed to be a mobility-oriented development, which is why the Owner applied for and the City approved a Comprehensive Plan Amendment to change the FLUM designation of the Property to MOD and a rezoning to amend the zoning district of the Property to MOD. In the event a mobility oriented development meeting the criteria of the MOD FLUM designation set forth in City Comprehensive Plan Land Use Element Policy 6.9.1 does not occur within the Property, the future land use and zoning designations of the Property shall automatically revert to Commercial Medium Intensity and Industrial as the future land use designations (as they were in September 2022) and CM-2 and IW zoning districts (as they were in September 2022) and the Owner will be required to seek FLUM and zoning amendments for any development of the Property that is not consistent with the September 2022 future land use and zoning designations of the site.

7. **Publicly Available Parking Garage.** The MOD FLUM and MOD Zoning designations require the Property to contain a Mobility Station (as that term is defined in Section 28-2 of the City Code. Pursuant to the City Code, a Mobility Station must contain a publicly owned parking garage, publicly leased parking garage, or publicly available parking garage containing a minimum of 200 parking spaces available for daily public parking at rates no greater than charged by the City of St. Augustine at the Historic Downtown Parking Facility located at 1 Cordova Street. The Mobility Station on the Property may also include a transit station available to the public at large for general transportation needs or a commuter rail station at some time in the future. A public shuttle or public circulator system which moves individuals from the publicly available parking garage into the downtown areas, operating in conjunction with the publicly available parking garage, will be the responsibility of the City or its assigns, in coordination with the Owner.

The Owner intends to construct a publicly owned parking garage, publicly leased parking garage, or publicly available parking garage on the Property to satisfy the Mobility Station requirement. Such parking garage will be developed on the Property in cooperation with the City of St. Augustine and will contain a minimum of 500 parking spaces available to the public, unless that number is reduced per agreement by both the City and the Owner. None of the minimum 500 parking spaces (subject to reduction per agreement by both the City and the

Owner) available to the public shall serve the parking needs of privately owned buildings or businesses located on the Property, unless the Property is included in an overlay district or other agreement is reached between the City and the Owner that allows for shared or reduced parking. The details of ownership and operation of the parking garage shall be subject to a separate agreement between the City and the Owner. In the event the City and the Owner do not reach agreement regarding the development of the garage, as set forth in this Section 7, the Owner shall be permitted to construct and finance a parking garage meeting the requirements of the Mobility Station definition in Section 28-2 of the City Code.

8. **Development Timing.** Project development will commence within five (5) years of the Effective Date hereof; provided, however, ~~that the Owner shall have the right to extend this date through an amendment to this Agreement.~~ the Owner shall have the right to extend this date through an amendment to this Agreement. The first phase of the development will contain a publicly owned parking garage, publicly leased parking garage, or publicly available parking garage containing a minimum of 200 parking spaces available for daily public parking at rates no greater than charged by the City of St. Augustine at the Historic Downtown Parking Facility located at 1 Cordova Street, pursuant to the requirements of City Code Section 28-2. If the City and the Owner enter into a legally binding agreement related to the financing, construction and operation of a publicly available parking garage on the Property pursuant to Section 7 hereof (the “**Parking Garage Agreement**”) and both parties perform on their obligations thereunder, the publicly available parking garage will be constructed pursuant to the timing set forth in the Parking Garage Agreement. If the Owner and the City are unable to come to terms on an agreement related to a publicly available parking garage by July 1, 2023 (which date may be extended by mutual written agreement between the Owner and the City), the Owner shall have the right to construct in its first phase of development a publicly available parking garage on the Property that meets the requirements of City Code Section 28-2, without the participation of the City. If the Owner does not elect to construct a publicly available parking garage that meets the requirements of City Code Section 28-2 in its first phase of development, the future land use and zoning designations of the Property shall automatically revert to Commercial Medium Intensity and Industrial as the future land use designations (as they were in September 2022) and CM-2 and IW zoning districts (as they were in September 2022) and the Owner will be required to seek FLUM and zoning amendments for any development of the Property that is not consistent with the September 2022 future land use and zoning designations of the site.

For the purposes hereof, “commencement” shall be defined as the City’s approval of the first construction plans for the Property. Because the Property has an MOD zoning designation, no Development phasing or completion dates are required by the Code. Thus, the Development may occur in a number of phases. Each phase of the Development will meet applicable City Code requirements. The City shall review the Development at least once every twelve (12) months to determine if there has been demonstrated good faith compliance with this Agreement, pursuant to Section 163.3235, Florida Statutes.

9. **Authority and Duration.** This Agreement is made and granted pursuant to Sections 163.3220-163.3243, Florida Statutes, and is effective through the thirtieth (30th) anniversary of the Effective Date of this Agreement, and any extension of this Agreement. Notwithstanding the foregoing, this Agreement shall not expire as long as a mobility-oriented

use, as defined in the MOD future land use and MOD Zoning categories, is operating on the Property.

10. Amendment, Extension of Agreement. If state or federal laws are enacted after the execution of this Agreement that are applicable to and preclude the parties' compliance with the terms of this Agreement, this Agreement shall be modified or revoked as necessary to comply with the relevant State or federal laws, pursuant to Sections 163.3237 and 163.3241, Florida Statutes, as may be amended from time to time. The duration of this Agreement may be extended by the City pursuant to law and after conducting a public hearing in the manner specified in Section 163.3225, Florida Statutes, as may be amended from time to time.

11. Necessity to Obtain Permits. The Owner acknowledges its obligation to obtain all necessary federal, state and other local development permits (not mentioned herein) for development of the Property. The failure of this Agreement to address any particular permit, condition, term or restriction applicable to development of the Property shall not relieve the Owner or any successors or assigns of the necessity of complying with federal, state, and other local permitting requirements, conditions, terms or restrictions as may be applicable.

12. Agreement Consistent with Comprehensive Plan and Section 163.3180, Florida Statutes (2022). The City hereby acknowledges and agrees that (i) the Development is consistent with Florida Statutes and with the City's Comprehensive Plan and Land Development Regulations, and (ii) that the City's Comprehensive Plan is in compliance with the State of Florida Comprehensive Plan. This Development Agreement is contingent upon a future land use category and companion zoning district specific to mobility-oriented development. Any successful legal challenges to these ordinances will nullify the rights and obligations of this Development Agreement.

13. Remedies. Each party to this Agreement shall be entitled to seek enforcement of this Agreement against the other party consistent with Section 163.3243, Florida Statutes, as may be amended from time to time.

14. Binding Effect. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement. When Owner is used in this Agreement, it includes Owner and any successors and assigns owning any rights to the Property, jointly and severally assuming all the Owner obligations set out in the Agreement, unless the obligations have been fully discharged. Payments or credits due to Owner by City pursuant to the terms of this Agreement will be disbursed or assigned to BROUDY BROS., LTD. City shall have no duty to apportion or assign any payments or credits from this Agreement to successors or assigns, and said successors or assigns shall only look to BROUDY BROS., LTD. for reimbursement, credit or apportionment, unless BROUDY BROS., LTD. assigns its rights and obligations hereunder in full to a successor in interest to the Property.

15. Applicable Law: Jurisdiction and Venue. This Agreement and the rights and obligations of the City and Owner under this Agreement shall be governed by, construed under, and enforced in accordance with the laws of the State of Florida (2022). This Agreement may be enforced as provided in Section 163.3243, Florida Statutes, as may be amended from time to

time. Venue for any litigation pertaining to the subject matter of this Agreement shall be exclusively in St. Johns County, Florida. If any provision of this Agreement, or the application of this Agreement to any person or circumstances, shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

The fact that this Agreement does not detail all laws, rules, regulations, permits, conditions, terms and restrictions that must be satisfied to complete the Development contemplated by this Agreement shall not relieve Owner or its successors in interest of the obligation to comply with the law governing such permit requirements, conditions, terms and restrictions.

~~**16. — Joint Preparation.** Preparation of this Agreement has been a joint effort of the parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.~~

17.16. Exhibits. All exhibits attached to this Agreement contain additional terms of this Agreement and are incorporated into this Agreement by reference.

18.17. Captions or Paragraph Headings. Captions and paragraph headings contained in this Development Agreement are for convenience and reference only, and in no way define, describe, extend or limit the scope of intent of this Agreement, nor the intent of any provision of this Agreement.

19.18. Counterparts. This Agreement may be executed in counterparts, each constituting a duplicate original; such counterparts shall constitute one and the same Agreement.

20.19. Effective Date and Recordation. This Agreement shall become effective fifteen (15) days after it has been recorded in the Public Records of St. Johns County (the “Effective Date”).

21.20. Amendment. This Agreement may be amended, cancelled or revoked consistent with the notice and hearing procedures of Section 163.3225, Florida Statutes, and the terms of Section 163.3237, Florida Statutes, as may be amended from time to time.

22.21. Further Assurances. Each party to this Agreement agrees to do, execute, acknowledges and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, and assurances in a manner and to the degree allowed by law, as shall be reasonably requested by the other party in order to carry out the intent of and give effect to this Agreement. Without in any manner limiting the specific rights and obligations set forth in this Agreement or illegally limiting or infringing upon the governmental authority of the City, the parties declare their intention to cooperate with each other in effecting the purposes of this Agreement, and to coordinate the performance of their respective obligations under the terms of this Agreement.

23.22. Notices. Any notices or reports required by this Development Agreement shall be sent to the following:

For the City: City Manager
 City of St. Augustine

75 King Street
St. Augustine, Florida 32084

With copy to: City Attorney
City of St. Augustine
75 King Street
St. Augustine, Florida 32084

For Owner: Barry B Broudy
Broudy Bros., LTD.
35 North Ponce De Leon
St. Augustine, Florida 32085

Cory A. Lang
194 West King Street
St. Augustine, Florida 32084

With copy to: Ellen Avery-Smith
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086

[Signatures on Following Pages]

Passed and Duly Adopted by the City Commission of the City of St. Augustine, Florida this ____ day of _____, 2022.

Attest:

CITY OF ST. AUGUSTINE, FLORIDA, a
municipal corporation

By: _____
John P. Regan, P.E., City Manager

Approved as to form, legal sufficiency and
execution:

By: _____
Isabelle Lopez, City Attorney

IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Florida
Witnesses:

BROUDY BROS., LTD., a Florida limited
partnership

Name: _____

By:

Name: _____

Print: _____

Its: _____

Date: _____

Name: _____

Print: _____

STATE OF FLORIDA

COUNTY OF _____

The forgoing instrument is hereby acknowledged before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 2022, by _____ as _____ of BROUDY BROS., LTD., a Florida limited partnership on behalf of the company. He is personally known to me or has produced _____ as identification and (did/did not) take an oath.

NOTARY PUBLIC

IN WITNESS WHEREOF, the parties hereto through their duly authorized representatives, have executed this Agreement on the day(s) and year set forth below.

Florida
Witnesses:

CORY A. LANG

By: _____
Name: Cory A. Lang, an Individual

Name: _____

Date: _____

Print: _____

Name: _____

Print: _____

STATE OF FLORIDA

COUNTY OF _____

The forgoing instrument is hereby acknowledged before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 2022, by CORY A. LANG, an individual. He is personally known to me or has produced _____ as identification and (did/did not) take an oath.

NOTARY PUBLIC

EXHIBIT "A"

Legal Description of Property

PARCEL A: A parcel of land in the City of St. Augustine, being a North part of Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Commencing at the intersection of the East line of Hartshorn Street (formerly Cedar Street) with the presently existing North line of King Street; thence North 6 degrees 26 minutes 31 seconds West on said East line of Hartshorn Street, 204.96 feet to the Point of Beginning on the South line of the now existing right of way of the Florida East Coast Railway Company at the Southwest corner of the herein described parcel of land; thence continuing North 6 degrees 26 minutes 31 seconds West 181.08 feet; thence North 85 degrees 19 minutes 13 seconds East, parallel with and 50 feet Southerly as measured at right angles from the centerline of the single tract mainline of said railway company, 853.69 feet; thence Southwesterly, on the Northwesterly right of way line of U. S. Highway No. 1, on a curve concave Southerly with radius of 888.51 feet (arc definition), through a central angle of 16 degrees 44 minutes 16 seconds, an arc distance of 259.56 feet (chord bearing and distance being South 41 degrees 18 minutes 59 seconds West 258.64 feet); thence South 85 degrees 12 minutes 22 seconds West, on said South line of railway right of way, 662.08 feet to the Point of Beginning.

PARCEL B: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Commencing at the intersection of the East line of Hartshorn Street (formerly Cedar Street) with the presently existing North line of King Street; thence North 6 degrees 26 minutes 31 seconds West, on said East line of Hartshorn Street, 204.96 feet; thence North 85 degrees 12 minutes 22 seconds East, on the South line of the now existing right of way of the Florida East Coast Railway Company, 112.80 feet to the Point of Beginning at the Northwest corner of the herein described parcel of land; thence continuing North 85 degrees 12 minutes 22 seconds East, on said South line of railway right of way, 233.87 feet; thence South 9 degrees 52 minutes 04 seconds East, on the West line of Depot Street, 199.04 feet to the North line of the right of way for U. S. Highway No. 1 ramp or turnout to King Street; thence Westerly, on said North right of way line and on a curve concave Northerly with radius of 898.31 feet through a central angle of 2 degrees 46 minutes 33 seconds, an arc distance of 43.52 feet (chord being South 83 degrees 27 minutes 00 seconds West 43.52 feet); thence South 5 degrees 09 minutes 44 seconds East, across the West end of said right of way for U. S. Highway No. 1 ramp or turnout, 1.95 feet; thence South 84 degrees 50 minutes 16 seconds West, on the North line of King Street, 189.38 feet; thence North 10 degrees 01 minute 21 seconds West, on the West line of those lands described in deed recorded in Deed Book 199, page 200, and in Official Records Book 105, page 394, public records of said County, a distance of 204.65 feet to the Point of Beginning.

PARCEL C: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, and being more fully described as follows:

Beginning at the intersection of the East line of Depot Street with the South right of way line of the Florida East Coast Railway Company; thence North 85 degrees 12 minutes 22 seconds east, on said South right of way line, 220.10 feet to the West line of a 10 foot width alley; thence South 9 degrees 52 minutes 04 seconds East, on said West line of alley, 91.28 feet; thence South 31 degrees 51 minutes 15 seconds West, on the Westerly right of way line of U. S. Highway No. 1, a distance of 41.44 feet to the point of curve to the right with radius of 143.00 feet; thence on said curve to the right and on said highway right of way line, through a central angle of 32 degrees 03 minutes 56 seconds, an arc distance of 80.03 feet; thence North 9 degrees 52 minutes 04 seconds West, on the East line of that land described in Deed recorded in Deed Book 197, page 165, public records of said County, a distance of 71.55 feet; thence South 85 degrees 12 minutes 22 seconds West, on the North line of said land described in Deed Book 197, page 165, a distance of 125.00 feet; thence North 9 degrees 52 minutes 04 seconds West, on the East line of Depot Street, 101.84 feet to the Point of Beginning.

PARCEL D: A parcel of land in the City of St. Augustine in Block A, DANCY TRACT, as recorded in Map Book 1, page 1, public records of St. Johns County, Florida, being part of that parcel of land described in deed recorded in Deed Book 167, page 6, public records of said County and being more fully described as follows:

Commencing at the intersection of the North line of King Street (being 40 feet in width) with the East line of Depot Street; thence North 84 degrees 50 minutes 16 seconds East, on said North line of King Street, 230.00 feet to a point on the East line of a 10 foot width alley within the right of way for now existing U. S. Highway No. 1; thence North 9 degrees 52 minutes 04 seconds West, on said East line of alley, 123.00 feet to the Point of Beginning on the Westerly right of way line of said highway; thence continuing North 9 degrees 52 minutes 04 seconds West, on said east line of alley, 75.95 feet; thence North 85 degrees 12 minutes 22 seconds East, on the now existing South right of way line of the Florida East Coast Railway Company, 63.00 feet to said Westerly right of way line of highway; thence South 31 degrees 51 minutes 15 seconds West, on said right of way line of highway, 94.29 feet to the Point of Beginning.

PARCEL E: A parcel of land in Section 28, Township 7 South, Range 30 East Situate, lying and being in the County of St. Johns, State of Florida, known and described as:

From the Southwest corner of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 28, run North 0 degrees 51 minutes 32 seconds West along the West line of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of said Section 28, for a distance of 100 feet to a

point of intersection with the North right of way line of a 100 foot right of way county road (called Pope Road); thence run North 88 degrees 59 minutes 40 seconds East along the North right of way line of Pope Road, for a distance of 1,270.56 feet, more or less, to a point of intersection with the Westerly right of way line of State Road No. S-3; thence run North 1 degree 39 minutes 38 seconds West along the Westerly right of way line of State Road No. S-3, for a distance of 354.5 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue North 1 degree 39 minutes 38 seconds West along the Westerly right of way line of said State Road No. S-3, for a distance of 103.3 feet, more or less, to a point of intersection with the Southerly right of way line of State Road No. 312; thence run North 82 degrees 24 minutes 28 seconds West along the said Southerly right of way line of said State Road No. 312, for a distance of 202.62 feet to a point; thence run South 1 degree 39 minutes 38 seconds East for a distance of 130.59 feet to a point; thence run South 46 degrees 19 minutes 59 seconds East for a distance of 18.49 feet; thence run North 88 degrees 59 minutes 40 seconds East a distance of 162 feet; thence run North 01 degree 39 minutes 38 seconds West a distance of 10 feet; thence run North 88 degrees 59 minutes 40 seconds East a distance of 25.00 feet to the point of Beginning.

Together with:

In the City of St. Augustine, described as follows:

Beginning at a point on the North line of King Street and the East line of a street running North and South, known as Depot Street, according to map recorded in the Office of the Clerk of the Circuit Court in Map Book 3, page 5, of the Eleanor M. Crosby Tract of the "Ferry Tract", said beginning point being the Southwest corner of the lot herein described; running thence Northerly along the East line of Depot Street 100 feet; thence Easterly and parallel to the North line of King Street 125 feet; thence Southerly and parallel to the East line of Depot Street 100 feet to the North line of King Street; thence Westerly along the North line of King Street 125 feet to the point of beginning, being a portion of the property conveyed by H. J. Usina to Albert Hirth, as per deed recorded in Deed Book 48, page 30, of the public records of St. Johns County, Florida; excepting therefrom that part of the above described property acquired by the State Road Department of Florida and recorded in Deed Book 253, page 696, of the public records of St. Johns County, Florida.

EXHIBIT "B"

Conceptual Development Plan



SCALE: 1" = 60'-0"

Conceptual Site Plan
09.16.2022

LS3P

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: October 12, 2022

RE: **Second Reading and Public Hearing for amended Ordinance 2022-03 Small Scale Land Use Plan Amendment for approximately 42.36 upland acres referred to as Flagler Crossing including a Future Land Use Map Asterisk.**

The attached Ordinance 2022-03 related to the potential adoption of a new future land use designation for Flagler Crossing property was heard by the City Commission for First Reading and amended to include additional language related to the provision of affordable housing as part of the project.

On Tuesday, February 1, 2022, the Planning and Zoning Board (PZB) discussed and recommended a small-scale land use plan amendment on property referred to as Flagler Crossing. This property is located West of the FEC Railroad, South of San Sebastian View and East of the San Sebastian River and contains approximately 42.36 upland acres. The proposed land use change includes changing the land use from Residential Low Density Mixed Use (purple) to Residential Medium Density (orange) on the upland portion of the property only.

The PZB considered the location of the request and the surrounding land use designations to determine that the increase in density is appropriate for the area. The most significant difference between the land use categories is the potential density allowed, which would change from a maximum of eight (8) units per developable acre to a potential of 16 units per developable acre.

Subsequently, the City Commission requested that the applicant consider providing “affordable housing” units on the site. Over the last several months the applicant has been working to develop a mechanism to provide some number of defined affordable housing units.

The applicant is proposing to build an additional 180 units on the eastern portion of the property including 50 units as “affordable”. The additional units would equal 510 total units for the entire property (330 already permitted). The proposed 50 affordable units equals approximately 10% of the total units proposed for the property. According to the agreement/covenant the affordable units can be distributed throughout the entire project.

The definition of “Affordable Housing” proposed in the Restrictive Covenants is defined as 85% of the St. Johns County monthly rental rate pursuant to the Florida Housing Finance Corporation Multifamily Rental Programs and CWHIP (Community Workforce Housing Innovation Pilot) Homeownership Program as adjusted by the number of bedrooms in the applicable multi-family unit and as may be annually adjusted.

At the September 26, 2022, City Commission meeting the City Commission requested that the applicant again consider providing more affordable housing units.

Please find attached amended Ordinance 2022-03, legal description, and maps illustrating the current land use and the proposed land use. Also find attached the packet material that was presented to the Planning and Zoning Board (PZB).

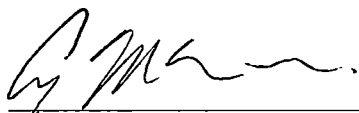
The ordinance is amended to include a reference in the title and language in the body of the ordinance to include asterisk language requiring and binding (through the land use map amendment and Development Agreement) the requirement for affordable housing on the property in order to obtain the higher density land use category of Residential Medium Density.

On October 10, 2022, the City Commission continued this item to the October 24, 2022, City Commission meeting to allow for more time to review the associated Development Agreement.

As of October 12, 2022, staff received an email indicating that the applicant was still discussing the potential number of affordable units and that staff should proceed with presenting the existing proposed Development Agreement to the City Commission.

I respectfully request that this item be placed on the October 24, 2022, City Commission Agenda for Second Reading and Public Hearing.

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.



Amy McClure Skinner, AICP
Director
Planning and Building Department

ORDINANCE NO. 2022-03

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE CITY OF ST. AUGUSTINE COMPREHENSIVE PLAN, FUTURE LAND USE MAP TO RECLASSIFY A PARCEL OF LAND CONTAINING APPROXIMATELY 42.36 UPLAND ACRES LOCATED WEST OF THE FEC RAILWAY, SOUTH OF SAN SEBASTIAN VIEW AND EAST OF THE SAN SEBASTIAN RIVER IN THE CITY OF ST. AUGUSTINE AND BEING MORE PARTICULARLY DESCRIBED HEREINAFTER FROM RESIDENTIAL LOW DENSITY MIXED USE TO RESIDENTIAL MEDIUM DENSITY (INCLUDING A SITE SPECIFIC CONDITION THAT REQUIRES A NUMBER OF THE MULTIFAMILY UNITS BE AFFORDABLE AS DEFINED IN THE DEVELOPMENT AGREEMENT AS AN ASTERISK ON THE FUTURE LAND USE MAP); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND PROVISIONS OF THE COMPREHENSIVE PLAN; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the owners of certain property, as described herein, have requested that the Comprehensive Plan designation of such property be changed from Residential Low Density Mixed Use to Residential Medium Density; and

WHEREAS, the City of St. Augustine Planning and Zoning Board, sitting as the local planning agency, made a positive recommendation to the City Commission on February 1, 2022; and

WHEREAS, the City Commission of the City of St. Augustine, Florida, hereby finds that the proposed amendment is a small scale amendment to the future land use map; and

WHEREAS, the City otherwise has fully complied with Section 163.3187, Florida Statutes;

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 City of St. Augustine Comprehensive Plan, Future Land Use Map, is hereby amended to provide that the following described property, containing approximately 42.36 upland acres located West of the FEC Railway, South of San Sebastian View and East of the San Sebastian River shall be and hereby is reclassified from its current classification of Residential Low Density Mixed Use to the classification of Residential Medium Density, including a site specific condition that requires a portion of the multifamily units be affordable as defined in the development agreement as an asterisk on the future land use map more particularly described below and as attached:

**0 San Sebastian View
1-3 PT OF GOV LOT 1 SEC 1-7-29 LYING W OF
FEC RAILWAY & S OF SAN SEBASTIAN VIEW
OR5404/93 – Parcel Number 084560-0020, and
Upland portions east of the San Sebastian River 1-2
PTS OF SEC 1-7-29 & 12-7-29 & 6-7-30 & 7-7-30 &
12-7-30 & 36-6-29 & 44-7-30 & 50-7-29 & 55-7-30 &
56-7-29 & 98-6-29 OR5404/86 – Parcel Number
084560-0010
(+/-) 42.36 acres**

***The Property legally described in the 2022 Development Agreement between the City of St. Augustine and Multifamily Partners Flagler II, LLC (and its successors and assigns) is assigned a Residential Medium Density Future Land Use Map designation and subject to restrictive covenants requiring 50 of the multi-family units constructed on the Property to be developed as Affordable Housing as described in the Development Agreement. Proposed changes to decrease the amount of Affordable Housing units on the Property are subject to the provisions of Chapter 163, Florida Statutes, regarding comprehensive plan amendments.**

Section 2. Repeal of Conflicting Ordinances and Provisions of Comprehensive Plan. 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 3. 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 4. 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)

SURVEYORS DESCRIPTION

A PORTION OF SECTION 36 OF THE FRANCIS J. FATIO GRANT, SECTION 56 OF THE FATIO OR DELESPINE GRANT AND SECTION 98 OF THE J. DELESPINE GRANT, TOWNSHIP 6 SOUTH, RANGE 29 EAST, TOGETHER WITH A PORTION OF SECTION 1, SECTION 12, AND SECTION 50 OF THE J.S. SANCHEZ GRANT, A PORTION OF SECTION 52 OF THE FATIO OR DELESPINE GRANT, AND A PORTION OF SECTION 56 OF THE J. DELESPINE GRANT, TOWNSHIP 7 SOUTH, RANGE 29 EAST, TOGETHER WITH ALL OF SECTION 6, AND PORTIONS OF SECTION 7, SECTION 44 OF THE ESTOPA GRANT, AND SECTION 55, THE E. S. ROBINSON GRANT, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ALSO BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3849, PAGE 15274, ALL LYING IN ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE CENTERLINE INTERSECTION OF SAN MARCO AVENUE, ALSO KNOWN AS U.S. HIGHWAY NO. 1, (BEING A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED), WITH THE CENTERLINE OF STATE ROAD NO. 16, (BEING A VARIABLE WIDTH RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2505); THENCE SOUTH 77°33'46" WEST, ALONG SAID CENTERLINE OF STATE ROAD NO. 16, A DISTANCE OF 218.05 FEET; THENCE NORTH 12°26'14" WEST, DEPARTING SAID CENTERLINE, 53.75 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 16; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: COURSE 1) THENCE SOUTH 77°33'46" WEST, 231.51 FEET; COURSE 2) THENCE SOUTH 12°26'14" EAST, 3.75 FEET; COURSE 3) THENCE SOUTH 77°33'46" WEST, 35.53 FEET TO A POINT ON THE WEST RIGHT OF WAY OF THE FLORIDA EAST COAST RAILROAD (BEING A 100 FOOT RIGHT OF WAY), SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2914.79 FEET; THENCE NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 35.04 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°38'36" WEST, 35.04 FEET) TO THE POINT OF BEGINNING; THENCE SOUTH 77°34'03" WEST, ALONG THE CURRENT NORTH RIGHT OF WAY LINE OF STATE ROAD 16, AFOREMENTIONED, A DISTANCE OF 129.33 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS AS DESCRIBED IN DEED BOOK 61, PAGE 512 OF SAID PUBLIC RECORDS; THENCE NORTH 33°13'24" WEST, ALONG LAST SAID LINE, A DISTANCE OF 37.98 FEET TO A POINT ON THE CURRENT NORTH RIGHT OF WAY LINE OF SAID STATE ROAD 16; THENCE SOUTH 77°34'03" WEST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 375.14 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF PARCEL 3, ORDER OF RIGHT OF WAY TAKING, AS RECORDED IN OFFICIAL RECORDS BOOK 1462, PAGE 1783, OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTHERLY BOUNDARY OF LAST SAID LANDS, THE FOLLOWING THREE COURSES: COURSE 1) THENCE NORTH 12°25'57" WEST, A DISTANCE OF 60.45 FEET; COURSE 2) THENCE SOUTH 77°34'03" WEST, A DISTANCE OF 185.06 FEET; COURSE 3) THENCE SOUTH 12°25'57" EAST, A DISTANCE OF 60.45 FEET TO A POINT ON THE AFOREMENTIONED CURRENT RIGHT OF WAY LINE OF STATE ROAD 16; THENCE SOUTH 77°34'03" WEST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 11.16 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN DEED BOOK 66, PAGE 168, OF SAID PUBLIC RECORDS, ALSO BEING A LINE FROM THE CENTERLINE OF A BRIDGE TO THE CENTERLINE OF THE DOME OF THE FLAGLER MEMORIAL CHURCH OF ST. AUGUSTINE, AS STATED IN SAID DEED RECORDED IN OFFICIAL RECORDS BOOK 3849, PAGE 1527; THENCE NORTH 23°51'02" WEST, ALONG LAST SAID LINE, A DISTANCE OF 5893.95 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 52; THENCE NORTH 53°04'16" EAST, DEPARTING FROM LAST SAID LINE, A DISTANCE OF 235.73 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF SAN SEBASTIAN VIEW (BEING A VARIABLE WIDTH RIGHT OF WAY, AS DESCRIBED AS "PARCEL "A" IN OFFICIAL RECORDS BOOK 3849, PAGE 1468), SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 488.46 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 877.97 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°23'52" EAST, 764.47 FEET) TO THE POINT OF TANGENCY; THENCE NORTH 62°08'31" EAST, CONTINUING ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 228.72 FEET TO THE INTERSECTION OF LAST SAID RIGHT OF WAY LINE WITH THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE ALONG LAST SAID RIGHT OF WAY LINE THE FOLLOWING TEN COURSES: COURSE 1) THENCE SOUTH 27°53'13" EAST, A DISTANCE OF 2423.59 FEET; COURSE 2) SOUTH 27°41'57" EAST, A DISTANCE OF 660.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 2814.79 FEET; COURSE 3) THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 1160.86 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°54'25" EAST, 1152.65 FEET) TO THE POINT OF TANGENCY; COURSE 4) THENCE SOUTH 04°03'52" EAST, A DISTANCE OF 86.63 FEET; COURSE 5) THENCE SOUTH 03°21'21" EAST, A DISTANCE OF 69.60 FEET; COURSE 6) THENCE SOUTH 03°12'41" EAST, A DISTANCE OF 226.46 FEET; COURSE 7) THENCE SOUTH 03°46'30" EAST, A DISTANCE OF 50.00 FEET; COURSE 8) THENCE SOUTH 04°15'56" EAST, A DISTANCE OF 68.62 FEET;

COURSE 9) THENCE SOUTH 04°56'25" EAST, A DISTANCE OF 24.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2914.79 FEET; COURSE 10) THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 881.42 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°38'10" EAST, 878.07 FEET) TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 133.90 ACRES, MORE OR LESS.

BEING MORE ACCURATELY DESCRIBED AS FOLLOWS:

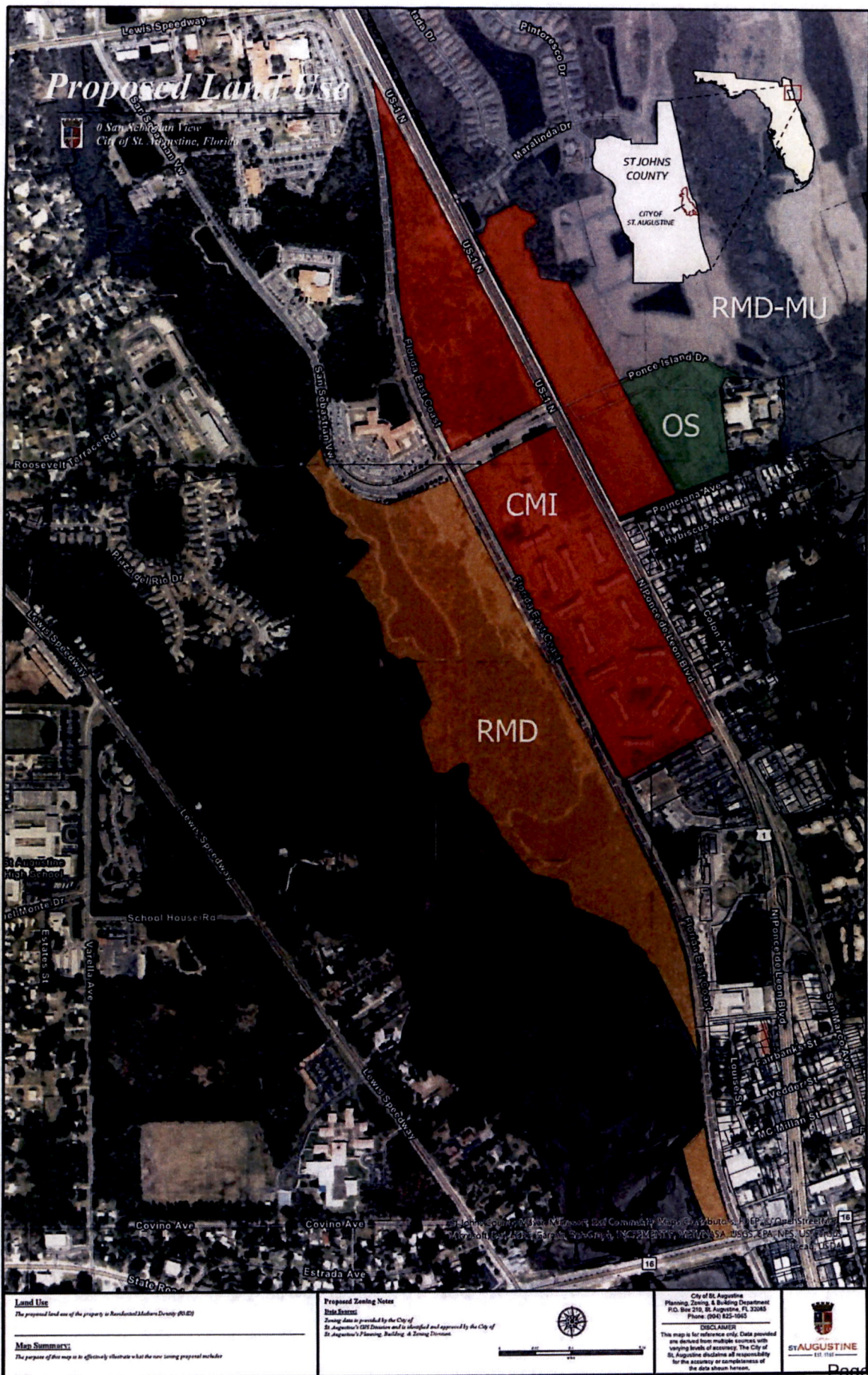
A PORTION OF SECTION 36 OF THE FRANCIS J. FATIO GRANT, SECTION 56 OF THE FATIO OR DELESPINE GRANT AND SECTION 98 OF THE J. DELESPINE GRANT, TOWNSHIP 6 SOUTH, RANGE 29 EAST, TOGETHER WITH A PORTION OF SECTION 1, SECTION 12, AND SECTION 50 OF THE E.S. ROBERTSON GRANT, A PORTION OF SECTION 52 OF THE FATIO OR DELESPINE GRANT, AND A PORTION OF SECTION 56 OF THE J. DELESPINE GRANT, TOWNSHIP 7 SOUTH, RANGE 29 EAST, TOGETHER WITH ALL OF SECTION 6, AND PORTIONS OF SECTION 7, SECTION 44 OF THE ESTOPA GRANT, AND SECTION 55, THE E. S. ROBINSON GRANT, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ALSO BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3849, PAGE 1527, ALL LYING IN ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THE ABOVE DESCRIBED LANDS CONTAIN 133.90 ACRES, MORE OR LESS.

LESS AND EXCEPT ANY SOVEREIGN LANDS OF THE STATE OF FLORIDA ASSOCIATED WITH THE SAN SEBASTIAN RIVER.



CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

TO: Planning and Zoning Board

DATE: February 1, 2022

RE: **COMPREHENSIVE PLAN LAND USE MAP AMENDMENT, REZONING AND
VARIANCE 2022-0004**

AGENDA ITEM	7(a)
APPLICANT	Billy Zeits c/o Flagler Multifamily LLC
OWNER	Flagler Multifamily LLC
LOCATION	0 San Sebastian View / PID 084660-0020 & 084560-0010
REQUEST	A request to change the Comprehensive Plan land use designation on the property from Residential Low Density Mixed Use (RLD-MU) to Residential Medium Density (RMD) and a compatible rezoning from Residential Low-one (RL-1) to Residential General-one (RG-1). This application includes a variance request to allow stacked parking spaces as required parking spaces for the multifamily development.

APPLICABLE CODES/ORDINANCES FOR REZONING

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.

Variance means a relaxation of the terms of this chapter where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of this chapter would result in unnecessary and undue hardship on the land. As used in this chapter, a variance is authorized only for height, area and size of structure or sides of yards and open spaces. Establishment or expansion of uses otherwise prohibited shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the zoning district

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

Based on Sec. 28-29. - Zoning exceptions, variances and appeals no variance shall be granted unless the applicant shall show and the board shall find that:

- a. The particular property, because of size, shape, topography or other physical conditions, suffers singular disadvantage through the operation of this section, which disadvantage does not apply to other properties in the vicinity;

Staff believes that the disadvantages in this situation stem from reduction in developable area due to the existing rail line and conservation area.

- b. Because of this disadvantage, the owner is unable to make reasonable use of the affected property;

These disadvantages confine the development footprint which effectively eliminate the option of providing the number of parking spaces required without stacking them.

- c. This disadvantage does not exist because of conditions created by the owner or applicant;

This property has existing in this form for a significant amount of time and geographical features and rail lines are not conditions created by the owner or applicant.

- d. Grant 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.

Granting of the variance will not be contrary to the public interest and would not adversely affect neighboring properties in a significant way due to the nature of the request.

REQUEST

The applicant is requesting that the property, approximately 43 acres in size, be rezoned from Residential low-one: RL-1 to Residential general-one: RG-1 and have the corresponding land use amended from Residential Low Density Mixed Use to Residential Medium Density to be consistent with the potential new zoning type. The applicant suggests that the proposed changes would be consistent with the zoning and future land use map designations in the immediate area.

The adjoining land east of this property has a land use designation of Commercial Medium Intensity and is zoned Commercial medium-two: CM-2. Just north is the St. Johns County Administration Complex which is also a high traffic and fairly intense use of land. A land use of Residential Medium Density and zoning of Residential general-one: RG-1 is compatible in this suburban context.

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

APPENDIX A

Sec. 28-166. - Residential, low-one: RL-1.

Intent. This district is intended to apply to those neighborhoods designated for single and multiple-family dwellings and uses, as well as those nonresidential uses compatible with and complementary to low density residential uses, so as to create and maintain a mixed low density residential character.

- (1) Permitted uses and structures:
 - a. Single-family dwellings.
 - b. Accessory apartments.
 - c. Multiple-family dwellings.
 - d. Home office, private.
- (2) Permitted accessory uses and structures: See section 28-348.
- (3) Permitted uses by exception:
 - a. Tourist homes and bed and breakfasts.
 - b. Rooming and boarding houses.
 - c. Housing for the elderly.
 - d. Neighborhood recreation facility.
 - e. Hotels and motels, thirty (30) units maximum.
 - f. Restaurants and/or bars in connection with hotels or motels.
 - g. Intermediate care facilities.
 - h. See section 28-347.
- (4) Minimum lot requirements:
 - a. Single-family dwellings:
 1. Minimum lot width, fifty (50) feet.
 2. Minimum lot area, five thousand four hundred fifty (5,450) square feet.
 - b. Multiple-family dwellings:
 1. Minimum lot width, fifty (50) feet.
 2. Minimum lot area, ten thousand nine hundred (10,900) square feet for the first two (2) units and five thousand four hundred (5,400) square feet for each additional unit, to a maximum of eight (8) units per acre.
 - c. Nonresidential uses:
 1. Minimum lot width, fifty (50) feet.
 2. Minimum lot area, five thousand four hundred fifty (5,450) square feet.
- (5) Maximum lot coverage by all buildings and structures: Thirty (30) percent.
- (6) Minimum yard requirements:
 - a. Residential uses:
 1. Front, fifteen (15) feet.
 2. Side, ten (10) feet.
 3. Rear, ten (10) feet.
 - b. Nonresidential uses:
 1. Front, fifteen (15) feet.
 2. Side, twenty (20) feet.
 3. Rear, twenty (20) feet.
- (7) Maximum heights of structures: Thirty-five (35) feet.

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

2. Side, ten (10) feet.
 3. Rear, ten (10) feet.
- (7) Maximum height of structures:
- a. Single-family dwellings. Thirty-five (35) feet.
 - b. Multiple-family dwellings. Thirty-five (35) feet.

FLUE Policy 6.4.3

Residential Low Density

This district is intended to apply to those neighborhoods designated for single-family dwellings and single-family type uses, as well as those uses compatible with low density single-family uses such as churches, child care centers, public and institutional uses, including schools consistent with the Public Schools Facilities Element, recreation and Open Land (Conservation) as appropriate so as to create and maintain a stable low intensity residential character.

For Residential Uses a maximum of **8 single family dwellings per acre**; public and institutional uses are limited to the density and intensity of the most restrictive adjacent land use.

FLUE Policy 6.4.4

Residential Medium Density

This district is intended to apply to those neighborhoods designated for single and multiple family dwellings and uses, as well as those nonresidential uses compatible and complementary with medium density residential uses, so as to create and maintain a diverse medium intensity residential character. A maximum of thirty percent (30%) of the Residential Medium Density land use designation shall be allocated for nonresidential uses. Nonresidential uses shall be limited to low intensity commercial, public and institutional uses including schools consistent with the Public Schools Facilities Element, recreation and Open Land (Conservation), as appropriate.

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.



CITY OF ST AUGUSTINE
APPLICATION TO PLANNING AND ZONING BOARD

Application Fee: \$400 (plus advertising costs) Project Number: 2022-0004
 Receipt Number: 2276868 Meeting Date: Feb. 1, 2022
 Advertising Costs: \$ _____ Paid On: _____ Receipt Number: _____

1. NAME OF APPLICANT: Billy Zeits Contact Number: (904) 551-2540
 Business (if applicable): Flagler Multifamily LLC.
 Address: 1819 Goodwin Street City: Jacksonville State: FL Zip: 32204
 E-Mail Address: wzeits@cornerlotdevelopment.com

2. NAME OF PROPERTY OWNER: Flagler Multifamily LLC. Contact Number: (904) 551-2540
 Business (if applicable): _____
 Address: 1819 Goodwin St. City: Jacksonville State: FL Zip: 32204
 E-Mail Address: aallen@bellsouth.net

3. LEGAL DESCRIPTION OF PROJECT PROPERTY:
 Lot: See Attached Legal Description & Survey Block: _____
 Subdivision: _____ Parcel Number: _____

4. PROJECT STREET ADDRESS: 0 San Sebastian VW

5. SPECIFIC PROPOSED USE: Residential Medium Density Land Use & RG-1 Zoning

6. ACTION REQUESTED:

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

7. DESCRIPTION OF ACTION REQUESTED: This application is a request to amend the future land use designation of the subject property from RLD-MU to RMD, with a companion rezoning to RG-1 to be compatible with the proposed land use. These amendments allow the site to be developed with similar density to neighboring developments. Additionally, the proposed land use amendment and rezoning will provide the applicant the ability to increase the density of the site without changing the approved civil site plans, limit or any impacts to the existing conservation area. A mobility variance is requested to allow the parking spaces in front of the garages that are available for lease to be considered towards the parking count.

8. JUSTIFICATION FOR ACTION REQUESTED: These amendments allow the site to be developed with similar density to neighboring developments. Additionally, the proposed land use amendment and rezoning will provide housing to meet the demand in the area. The proposed site is near the intersection of San Sebastian and US-1 N., which provide the site with adequate roadway capacity and is already forecasted to have a traffic signal installed.

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: _____

PLEASE SEE ATTACHMENT

- (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.

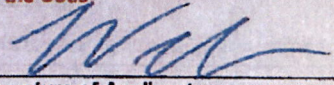
11. AGREEMENT:

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

1-7-2021
Date

Signature of Property Owner

1-7-2021
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.

William Zeits

Print name of applicant

[Signature]

Signature of applicant

1-7-2021

Date

10/31/17



Owner's Authorization For Agent

William Zeits is/are hereby authorized TO ACT ON BEHALF
OF Flagler Multifamily 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:
75 King Street, St. Augustine, FL 32084

BY: _____

Signature of Owner

Andy Allen

Print Name of Owner

904-551-2540

Telephone Number

State of Florida

County of Duval

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

By Christian Allen

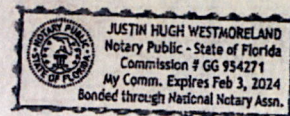
Identification verified:

Oath sworn: ☒ Yes ☐ No

Notary Signature: _____

My Commission expires: _____

2/3/24



PZB APPLICATION FEE SCHEDULE

Planning and Zoning Board fees are set by Resolution 2017-42 as follows:

Description of Work	Fee Amount
Rezoning: large scale	\$300.00 + ads & notices
Land Use Plan Amendment: 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
Minor Variance	\$350.00 + ads & notices
Zoning Exception	\$250.00 + ads & notices
Conservation Overlay Zone Development	\$165.00 + ads & notices
Conservation Overlay Zone Development: Docks	\$330.00 + ads & notices
Appeal of Staff Determination	\$200.00 + ads & notices
Application to Amend Zoning Code	\$600.00 + ads & notices
Preliminary Plat Approval	\$275.00 + ads & notices

"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.

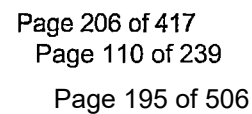
By signing below, I acknowledge responsibility for both the initial application fee and any subsequent costs associated with legal advertising and/or noticing and understand that permits associated with my application may not be issued until such fees are paid.

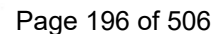
I authorize the Planning and Building Department to maintain my payment information until a final cost for advertising and/or noticing is determined and charged. If a payment method other than Credit Card Authorization Form is used, I understand that I will be sent an invoice for the costs of advertising/noticing 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: 0 San Sebastian View

Applicant's Name: William Zeit Applicant's Signature: [Signature]

Owner's Name: Andy Allen Owner's Signature: [Signature]





SURVEYORS DESCRIPTION

A PORTION OF SECTION 36 OF THE FRANCIS J. FATIO GRANT, SECTION 56 OF THE FATIO OR DELESPINE GRANT AND SECTION 98 OF THE J. DELESPINE GRANT, TOWNSHIP 6 SOUTH, RANGE 29 EAST, TOGETHER WITH A PORTION OF SECTION 1, SECTION 12, AND SECTION 50 OF THE J.S. SANCHEZ GRANT, A PORTION OF SECTION 52 OF THE FATIO OR DELESPINE GRANT, AND A PORTION OF SECTION 56 OF THE J. DELESPINE GRANT, TOWNSHIP 7 SOUTH, RANGE 29 EAST, TOGETHER WITH ALL OF SECTION 6, AND PORTIONS OF SECTION 7, SECTION 44 OF THE ESTOPA GRANT, AND SECTION 55, THE E. S. ROBINSON GRANT, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ALSO BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3849, PAGE 15274, ALL LYING IN ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE CENTERLINE INTERSECTION OF SAN MARCO AVENUE, ALSO KNOWN AS U.S. HIGHWAY NO. 1, (BEING A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED), WITH THE CENTERLINE OF STATE ROAD NO. 16, (BEING A VARIABLE WIDTH RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2505); THENCE SOUTH 77°33'46" WEST, ALONG SAID CENTERLINE OF STATE ROAD NO. 16, A DISTANCE OF 218.05 FEET; THENCE NORTH 12°26'14" WEST, DEPARTING SAID CENTERLINE, 53.75 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 16; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: COURSE 1) THENCE SOUTH 77°33'46" WEST, 231.51 FEET; COURSE 2) THENCE SOUTH 12°26'14" EAST, 3.75 FEET; COURSE 3) THENCE SOUTH 77°33'46" WEST, 35.53 FEET TO A POINT ON THE WEST RIGHT OF WAY OF THE FLORIDA EAST COAST RAILROAD (BEING A 100 FOOT RIGHT OF WAY), SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2914.79 FEET; THENCE NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 35.04 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°38'36" WEST, 35.04 FEET) TO THE POINT OF BEGINNING; THENCE SOUTH 77°34'03" WEST, ALONG THE CURRENT NORTH RIGHT OF WAY LINE OF STATE ROAD 16, AFOREMENTIONED, A DISTANCE OF 129.33 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS AS DESCRIBED IN DEED BOOK 61, PAGE 512 OF SAID PUBLIC RECORDS; THENCE NORTH 33°13'24" WEST, ALONG LAST SAID LINE, A DISTANCE OF 37.98 FEET TO A POINT ON THE CURRENT NORTH RIGHT OF WAY LINE OF SAID STATE ROAD 16; THENCE SOUTH 77°34'03" WEST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 375.14 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF PARCEL 3, ORDER OF RIGHT OF WAY TAKING, AS RECORDED IN OFFICIAL RECORDS BOOK 1462, PAGE 1783, OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTHERLY BOUNDARY OF LAST SAID LANDS, THE FOLLOWING THREE COURSES: COURSE 1) THENCE NORTH 12°25'57" WEST, A DISTANCE OF 60.45 FEET; COURSE 2) THENCE SOUTH 77°34'03" WEST, A DISTANCE OF 185.06 FEET; COURSE 3) THENCE SOUTH 12°25'57" EAST, A DISTANCE OF 60.45 FEET TO A POINT ON THE AFOREMENTIONED CURRENT RIGHT OF WAY LINE OF STATE ROAD 16; THENCE SOUTH 77°34'03" WEST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 11.16 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN DEED BOOK 66, PAGE 168, OF SAID PUBLIC RECORDS, ALSO BEING A LINE FROM THE CENTERLINE OF A BRIDGE TO THE CENTERLINE OF THE DOME OF THE FLAGLER MEMORIAL CHURCH OF ST. AUGUSTINE, AS STATED IN SAID DEED RECORDED IN OFFICIAL RECORDS BOOK 3849, PAGE 1527; THENCE NORTH 23°51'02" WEST, ALONG LAST SAID LINE, A DISTANCE OF 5893.95 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 52; THENCE NORTH 53°04'16" EAST, DEPARTING FROM LAST SAID LINE, A DISTANCE OF 235.73 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF SAN SEBASTIAN VIEW (BEING A VARIABLE WIDTH RIGHT OF WAY, AS DESCRIBED AS "PARCEL "A" IN OFFICIAL RECORDS BOOK 3849, PAGE 1468), SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 488.46 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 877.97 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°23'52" EAST, 764.47 FEET) TO THE POINT OF TANGENCY; THENCE NORTH 62°08'31" EAST, CONTINUING ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 228.72 FEET TO THE INTERSECTION OF LAST SAID RIGHT OF WAY LINE WITH THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE ALONG LAST SAID RIGHT OF WAY LINE THE FOLLOWING TEN COURSES: COURSE 1) THENCE SOUTH 27°53'13" EAST, A DISTANCE OF 2423.59 FEET; COURSE 2) SOUTH 27°41'57" EAST, A DISTANCE OF 660.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 2814.79 FEET; COURSE 3) THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 1160.86 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°54'25" EAST, 1152.65 FEET) TO THE POINT OF TANGENCY; COURSE 4) THENCE SOUTH 04°03'52" EAST, A DISTANCE OF 86.63 FEET; COURSE 5) THENCE SOUTH 03°21'21" EAST, A DISTANCE OF 69.60 FEET; COURSE 6) THENCE SOUTH 03°12'41" EAST, A DISTANCE OF 226.46 FEET; COURSE 7) THENCE SOUTH 03°46'30" EAST, A DISTANCE OF 50.00 FEET; COURSE 8) THENCE SOUTH 04°15'56" EAST, A DISTANCE OF 68.62 FEET;

COURSE 9) THENCE SOUTH 04°56'25" EAST, A DISTANCE OF 24.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2914.79 FEET; COURSE 10) THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 881.42 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°38'10" EAST, 878.07 FEET) TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 133.90 ACRES, MORE OR LESS.

BEING MORE ACCURATELY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 36 OF THE FRANCIS J. FATIO GRANT, SECTION 56 OF THE FATIO OR DELESPINE GRANT AND SECTION 98 OF THE J. DELESPINE GRANT, TOWNSHIP 6 SOUTH, RANGE 29 EAST, TOGETHER WITH A PORTION OF SECTION 1, SECTION 12, AND SECTION 50 OF THE E.S. ROBERTSON GRANT, A PORTION OF SECTION 52 OF THE FATIO OR DELESPINE GRANT, AND A PORTION OF SECTION 56 OF THE J. DELESPINE GRANT, TOWNSHIP 7 SOUTH, RANGE 29 EAST, TOGETHER WITH ALL OF SECTION 6, AND PORTIONS OF SECTION 7, SECTION 44 OF THE ESTOPA GRANT, AND SECTION 55, THE E. S. ROBINSON GRANT, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ALSO BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3849, PAGE 1527, ALL LYING IN ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE CENTERLINE INTERSECTION OF SAN MARCO AVENUE, ALSO KNOWN AS U.S. HIGHWAY NO. 1, (BEING A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED), WITH THE CENTERLINE OF STATE ROAD NO. 16, (BEING A VARIABLE WIDTH RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2506); THENCE SOUTH 77°33'46" WEST, ALONG SAID CENTERLINE OF STATE ROAD NO. 16, A DISTANCE OF 218.05 FEET; THENCE NORTH 12°26'14" WEST, DEPARTING SAID CENTERLINE, 53.75 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 16; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: COURSE 1) THENCE SOUTH 77°33'46" WEST, 231.51 FEET; COURSE 2) THENCE SOUTH 12°26'14" EAST, 3.75 FEET; COURSE 3) THENCE SOUTH 77°33'46" WEST, 25.51 FEET TO A POINT ON THE WEST RIGHT OF WAY OF THE FLORIDA EAST COAST RAILROAD (BEING A 100 FOOT RIGHT OF WAY), SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2914.79 FEET; THENCE NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 35.04 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°38'36" WEST, 35.04 FEET) TO THE POINT OF BEGINNING; THENCE SOUTH 77°34'03" WEST, ALONG THE CURRENT NORTH RIGHT OF WAY LINE OF STATE ROAD 16, AFOREMENTIONED, A DISTANCE OF 129.33 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS AS DESCRIBED IN DEED BOOK 61, PAGE 512 OF SAID PUBLIC RECORDS; THENCE NORTH 33°13'24" WEST, ALONG LAST SAID LINE, A DISTANCE OF 37.98 FEET TO A POINT ON THE CURRENT NORTH RIGHT OF WAY LINE OF SAID STATE ROAD 16; THENCE SOUTH 77°34'03" WEST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 375.14 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF PARCEL 3, ORDER OF RIGHT OF WAY TAKING, AS RECORDED IN OFFICIAL RECORDS BOOK 1462, PAGE 1783, OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTHERLY BOUNDARY OF LAST SAID LANDS, THE FOLLOWING THREE COURSES: COURSE 1) THENCE NORTH 12°25'57" WEST, A DISTANCE OF 60.45 FEET; COURSE 2) THENCE SOUTH 77°34'03" WEST, A DISTANCE OF 185.06 FEET; COURSE 3) THENCE SOUTH 12°25'57" EAST, A DISTANCE OF 60.45 FEET TO A POINT ON THE AFOREMENTIONED CURRENT RIGHT OF WAY LINE OF STATE ROAD 16; THENCE SOUTH 77°34'03" WEST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 11.16 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN DEED BOOK 66, PAGE 168, OF SAID PUBLIC RECORDS, ALSO BEING A LINE FROM THE CENTERLINE OF A BRIDGE TO THE CENTERLINE OF THE DOME OF THE FLAGLER MEMORIAL CHURCH OF ST. AUGUSTINE, AS STATED IN SAID DEED RECORDED IN OFFICIAL RECORDS BOOK 3849, PAGE 1527; THENCE NORTH 23°51'02" WEST, ALONG LAST SAID LINE, A DISTANCE OF 5893.95 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 52; THENCE NORTH 53°04'16" EAST, DEPARTING FROM LAST SAID LINE, A DISTANCE OF 235.73 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF SAN SEBASTIAN VIEW (BEING A VARIABLE WIDTH RIGHT OF WAY, AS DESCRIBED AS "PARCEL "A" IN OFFICIAL RECORDS BOOK 3849, PAGE 1466), SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 488.46 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 877.97 FEET TO THE END OF SAID CURVE, BEING NON-TANGENT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°23'52" EAST, 764.47 FEET; THENCE NORTH 62°08'31" EAST, CONTINUING ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 228.72 FEET TO THE INTERSECTION OF LAST SAID RIGHT OF

WAY LINE WITH THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE ALONG LAST SAID RIGHT OF WAY LINE THE FOLLOWING TEN COURSES: COURSE 1) THENCE SOUTH 27°53'13" EAST, A DISTANCE OF 2423.59 FEET; COURSE 2) SOUTH 27°41'57" EAST, A DISTANCE OF 660.93 FEET TO THE BEGINNING OF A CURVE BEING NON-TANGENT, CONCAVE WESTERLY AND HAVING A RADIUS OF 2814.79 FEET; COURSE 3) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1160.86 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°54'25" EAST, 1152.65 FEET TO THE END OF SAID CURVE, BEING NON-TANGENT; COURSE 4) THENCE SOUTH 04°03'52" EAST, A DISTANCE OF 86.63 FEET TO THE BEGINNING OF A CURVE, BEING NON-TANGENT, CONCAVE WESTERLY AND HAVING A RADIUS OF 2814.79 FEET; COURSE 5) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 69.60 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°21'21" EAST, 69.60 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING NON-TANGENT, CONCAVE EASTERLY AND HAVING A RADIUS OF 11509.16 FEET; COURSE 6); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 226.46 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°12'41" EAST 226.46 FEET; COURSE 7) THENCE SOUTH 03°46'30" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE BEING NON-TANGENT, CONCAVE EASTERLY AND HAVING A RADIUS OF 2914.79 FEET; COURSE 8); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.62 FEET TO THE END OF SAID CURVE, BEING NON-TANGENT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 04°15'56" EAST, 68.62 FEET; COURSE 9) THENCE SOUTH 04°56'25" EAST, A DISTANCE OF 24.60 FEET TO THE BEGINNING OF A CURVE BEING NON-TANGENT, CONCAVE EASTERLY AND HAVING A RADIUS OF 2914.79 FEET; COURSE 10) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 881.42 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°38'10" EAST, 878.07 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 133.90 ACRES, MORE OR LESS.

LESS AND EXCEPT ANY SOVEREIGN LANDS OF THE STATE OF FLORIDA ASSOCIATED WITH THE SAN SEBASTIAN RIVER.

MOBILITY VARIANCE REQUEST
January 7, 2022

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:

The property is constrained by an existing rail line and an existing conservation area. In addition, the site is contaminated with arsenic by the historical use of a railroad maintenance yard, requiring the developer to remediate the property while working within the confines of the conservation area and the existing rail line. Remediation of the site facilitated the creation of large berm that separates the development from the rail line, further constraining the development area.

Can you establish that this disadvantage causes the owner to be unable to make reasonable use of the affected property

The owner's objective is to improve the conservation area in conjunction with the development, not negatively impact it; however, the disadvantages described above confine the development footprint, restricting further expansion without impacts to the conservation area.

The multifamily development, through the approval of the variance, will offer 52 more parking spaces than are required by code.

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

The disadvantages created by geography constraints, a rail line, and a conservation area existed prior to the current owner's purchase of the property.

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:

Granting of the variance will not be contrary to public interest or other parcels as the development is private property and intended for use primarily by the residents or associated visitors. In addition, the variance will contribute to the spirit, intent, and purpose by providing parking solutions and additional parking spaces for the development's residents.

Tracey Mullins

From: Billy Zeits <wzeits@cornerlotdevelopment.com>
Sent: Monday, January 10, 2022 10:38 AM
To: Tracey Mullins
Cc: Jacob Fredriksson
Subject: Re: Land Use Change

The request is to change the Land Use and Zoning for a portion of:

0845600020

0845600010

A sketch and legal will be provided that will be explicit to the 42.36 acres of developable area.

William "Billy" Zeits

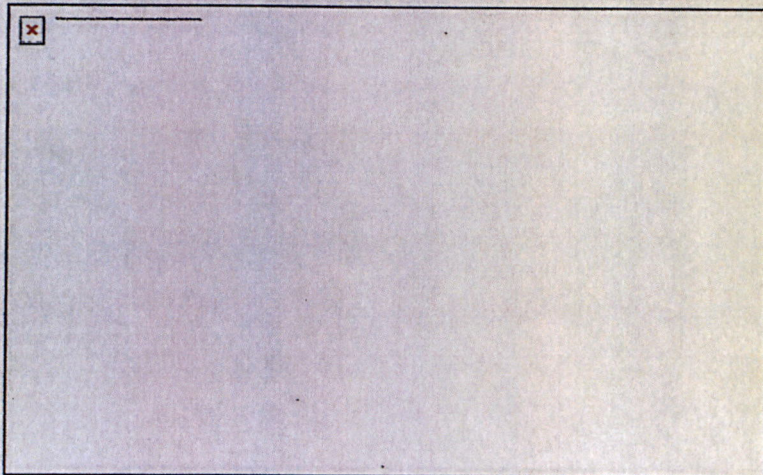
Sr. Project Manager
Corner Lot Development Group

w 904-551-2540 c 904-814-1299

wzeits@cornerlotdevelopment.com

www.thecornerlotcompanies.com

1819 Goodwin Street, Jacksonville, FL 32204



On Mon, Jan 10, 2022 at 10:23 AM Tracey Mullins <tmullins@citystaug.com> wrote:

Good morning Billy,

Please provide us with the parcel numbers related to this project.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: October 11, 2022

RE: **Second Reading and Public Hearing for Ordinance 2022-04 Small Scale Rezoning for approximately 42.36 upland acres referred to as Flagler Crossing.**

On Tuesday, February 1, 2022, the Planning and Zoning Board (PZB) discussed and recommended a small-scale rezoning that is compatible with a proposed land use plan amendment on property referred to as Flagler Crossing. This property is located West of the FEC Railroad, South of San Sebastian View and East of the San Sebastian River and contains approximately 42.36 upland acres. The proposed rezoning includes changing the zoning designation from Residential Low-One (RL-1) (yellow) to Residential General-One (RG-1) (orange) on the upland portion of the property only.

As with the proposed land use change associated with Ordinance 2022-03, the PZB discussed the appropriateness of the proposed rezoning and the compatibility of the Residential General-One (RG-1) zoning district for the area. The PZB determined that the area is appropriate for multifamily development given the location and surrounding development. The proposed RG-1 zoning district is the standard multifamily zoning district for the city, and is the same standard that was used on adjacent properties. The PZB also discussed the need for rental units within the city.

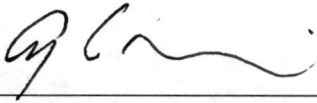
Since February of 2022 the applicant has been working with the City Commission to provide specific affordable housing units as articulated in a Development Agreement and referred to in the Future Land Use Amendment Ordinance 2022-03.

On October 10, 2022, the City Commission continued this item to the October 24, 2022, City Commission meeting to allow for more time to review the associated Development Agreement.

Please find attached Ordinance 2022-04, legal description, and maps illustrating the current zoning and the proposed zoning.

I respectfully request that this item be placed on the October 24, 2022, City Commission Agenda for Second Reading and Public Hearing.

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.



Amy McClure Skinner, AICP
Director
Planning and Building Department

ORDINANCE NO. 2022-04

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING APPROXIMATELY 42.36 UPLAND ACRES OF PROPERTY LOCATED WEST OF THE FEC RAILWAY, SOUTH OF SAN SEBASTIAN VIEW AND EAST OF THE SAN SEBASTIAN RIVER IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT CLASSIFICATION OF RESIDENTIAL LOW-ONE (RL-1) TO THE CLASSIFICATION OF RESIDENTIAL GENERAL-ONE (RG-1); 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 made a positive recommendation that a parcel of property containing approximately 42.36 upland acres located West of the FEC Railway, South of San Sebastian View, and East of the San Sebastian River 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 42.36 upland acres located West of the FEC Railway, South of San Sebastian View, and East of the San Sebastian River in the City of St. Augustine, is hereby rezoned from the classification of Residential Low-One (RL-1) to Residential General-One (RG-1):

**0 San Sebastian View
1-3 PT OF GOV LOT 1 SEC 1-7-29 LYING W OF FEC
RAILWAY & S OF SAN SEBASTIAN VIEW
OR5404/93 – Parcel Number 084560-0020, and**

**Upland portions east of the San Sebastian River 1-2
PTS OF SEC 1-7-29 & 12-7-29 & 6-7-30 & 7-7-30 & 12-
7-30 & 36-6-29 & 44-7-30 & 50-7-29 & 55-7-30 & 56-7-29
& 98-6-29 OR5404/86 – Parcel Number 084560-0010
(+/-) 42.36 acres**

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, more fully described attached.

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. 2022-03 or, if Ordinance No. 2022-03 is 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)

SURVEYORS DESCRIPTION

A PORTION OF SECTION 36 OF THE FRANCIS J. FATIO GRANT, SECTION 56 OF THE FATIO OR DELESPINE GRANT AND SECTION 98 OF THE J. DELESPINE GRANT, TOWNSHIP 6 SOUTH, RANGE 29 EAST, TOGETHER WITH A PORTION OF SECTION 1, SECTION 12, AND SECTION 50 OF THE J.S. SANCHEZ GRANT, A PORTION OF SECTION 52 OF THE FATIO OR DELESPINE GRANT, AND A PORTION OF SECTION 56 OF THE J. DELESPINE GRANT, TOWNSHIP 7 SOUTH, RANGE 29 EAST, TOGETHER WITH ALL OF SECTION 6, AND PORTIONS OF SECTION 7, SECTION 44 OF THE ESTOPA GRANT, AND SECTION 55, THE E. S. ROBINSON GRANT, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ALSO BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3849, PAGE 15274, ALL LYING IN ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE CENTERLINE INTERSECTION OF SAN MARCO AVENUE, ALSO KNOWN AS U.S. HIGHWAY NO. 1, (BEING A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED), WITH THE CENTERLINE OF STATE ROAD NO. 16, (BEING A VARIABLE WIDTH RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2505); THENCE SOUTH 77°33'46" WEST, ALONG SAID CENTERLINE OF STATE ROAD NO. 16, A DISTANCE OF 218.05 FEET; THENCE NORTH 12°26'14" WEST, DEPARTING SAID CENTERLINE, 53.75 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 16; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: COURSE 1) THENCE SOUTH 77°33'46" WEST, 231.51 FEET; COURSE 2) THENCE SOUTH 12°26'14" EAST, 3.75 FEET; COURSE 3) THENCE SOUTH 77°33'46" WEST, 35.53 FEET TO A POINT ON THE WEST RIGHT OF WAY OF THE FLORIDA EAST COAST RAILROAD (BEING A 100 FOOT RIGHT OF WAY), SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2914.79 FEET; THENCE NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 35.04 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°38'36" WEST, 35.04 FEET) TO THE POINT OF BEGINNING; THENCE SOUTH 77°34'03" WEST, ALONG THE CURRENT NORTH RIGHT OF WAY LINE OF STATE ROAD 16, AFOREMENTIONED, A DISTANCE OF 129.33 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS AS DESCRIBED IN DEED BOOK 61, PAGE 512 OF SAID PUBLIC RECORDS; THENCE NORTH 33°13'24" WEST, ALONG LAST SAID LINE, A DISTANCE OF 37.98 FEET TO A POINT ON THE CURRENT NORTH RIGHT OF WAY LINE OF SAID STATE ROAD 16; THENCE SOUTH 77°34'03" WEST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 375.14 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF PARCEL 3, ORDER OF RIGHT OF WAY TAKING, AS RECORDED IN OFFICIAL RECORDS BOOK 1462, PAGE 1783, OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTHERLY BOUNDARY OF LAST SAID LANDS, THE FOLLOWING THREE COURSES: COURSE 1) THENCE NORTH 12°25'57" WEST, A DISTANCE OF 60.45 FEET; COURSE 2) THENCE SOUTH 77°34'03" WEST, A DISTANCE OF 185.06 FEET; COURSE 3) THENCE SOUTH 12°25'57" EAST, A DISTANCE OF 60.45 FEET TO A POINT ON THE AFOREMENTIONED CURRENT RIGHT OF WAY LINE OF STATE ROAD 16; THENCE SOUTH 77°34'03" WEST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 11.16 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN DEED BOOK 66, PAGE 168, OF SAID PUBLIC RECORDS, ALSO BEING A LINE FROM THE CENTERLINE OF A BRIDGE TO THE CENTERLINE OF THE DOME OF THE FLAGLER MEMORIAL CHURCH OF ST. AUGUSTINE, AS STATED IN SAID DEED RECORDED IN OFFICIAL RECORDS BOOK 3849, PAGE 1527; THENCE NORTH 23°51'02" WEST, ALONG LAST SAID LINE, A DISTANCE OF 5893.95 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 52; THENCE NORTH 53°04'16" EAST, DEPARTING FROM LAST SAID LINE, A DISTANCE OF 235.73 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF SAN SEBASTIAN VIEW (BEING A VARIABLE WIDTH RIGHT OF WAY, AS DESCRIBED AS "PARCEL "A" IN OFFICIAL RECORDS BOOK 3849, PAGE 1468), SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 488.46 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 877.97 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°23'52" EAST, 764.47 FEET) TO THE POINT OF TANGENCY; THENCE NORTH 62°08'31" EAST, CONTINUING ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 228.72 FEET TO THE INTERSECTION OF LAST SAID RIGHT OF WAY LINE WITH THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE ALONG LAST SAID RIGHT OF WAY LINE THE FOLLOWING TEN COURSES: COURSE 1) THENCE SOUTH 27°53'13" EAST, A DISTANCE OF 2423.59 FEET; COURSE 2) SOUTH 27°41'57" EAST, A DISTANCE OF 660.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 2814.79 FEET; COURSE 3) THENCE SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 1160.86 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°54'25" EAST, 1152.65 FEET) TO THE POINT OF TANGENCY; COURSE 4) THENCE SOUTH 04°03'52" EAST, A DISTANCE OF 86.63 FEET; COURSE 5) THENCE SOUTH 03°21'21" EAST, A DISTANCE OF 69.60 FEET; COURSE 6) THENCE SOUTH 03°12'41" EAST, A DISTANCE OF 226.46 FEET; COURSE 7) THENCE SOUTH 03°46'30" EAST, A DISTANCE OF 50.00 FEET; COURSE 8) THENCE SOUTH 04°15'56" EAST, A DISTANCE OF 68.62 FEET;

COURSE 9) THENCE SOUTH 04°56'25" EAST, A DISTANCE OF 24.60 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2914.79 FEET; COURSE 10) THENCE SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 881.42 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°38'10" EAST, 878.07 FEET) TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 133.90 ACRES, MORE OR LESS.

BEING MORE ACCURATELY DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 36 OF THE FRANCIS J. FATIO GRANT, SECTION 56 OF THE FATIO OR DELESPINE GRANT AND SECTION 98 OF THE J. DELESPINE GRANT, TOWNSHIP 6 SOUTH, RANGE 29 EAST, TOGETHER WITH A PORTION OF SECTION 1, SECTION 12, AND SECTION 50 OF THE E.S. ROBERTSON GRANT, A PORTION OF SECTION 52 OF THE FATIO OR DELESPINE GRANT, AND A PORTION OF SECTION 56 OF THE J. DELESPINE GRANT, TOWNSHIP 7 SOUTH, RANGE 29 EAST, TOGETHER WITH ALL OF SECTION 6, AND PORTIONS OF SECTION 7, SECTION 44 OF THE ESTOPA GRANT, AND SECTION 55, THE E. S. ROBINSON GRANT, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ALSO BEING A PORTION OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3849, PAGE 1527, ALL LYING IN ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE, COMMENCE AT THE CENTERLINE INTERSECTION OF SAN MARCO AVENUE, ALSO KNOWN AS U.S. HIGHWAY NO. 1, (BEING A VARIABLE WIDTH RIGHT OF WAY, AS NOW ESTABLISHED), WITH THE CENTERLINE OF STATE ROAD NO. 16, (BEING A VARIABLE WIDTH RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 78060-2506); THENCE SOUTH 77°33'46" WEST, ALONG SAID CENTERLINE OF STATE ROAD NO. 16, A DISTANCE OF 218.05 FEET; THENCE NORTH 12°26'14" WEST, DEPARTING SAID CENTERLINE, 53.75 FEET TO A POINT LYING ON THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 16; THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THE FOLLOWING THREE COURSES: COURSE 1) THENCE SOUTH 77°33'46" WEST, 231.51 FEET; COURSE 2) THENCE SOUTH 12°26'14" EAST, 3.75 FEET; COURSE 3) THENCE SOUTH 77°33'46" WEST, 25.51 FEET TO A POINT ON THE WEST RIGHT OF WAY OF THE FLORIDA EAST COAST RAILROAD (BEING A 100 FOOT RIGHT OF WAY), SAID POINT BEING THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 2914.79 FEET; THENCE NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 35.04 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°38'36" WEST, 35.04 FEET) TO THE POINT OF BEGINNING; THENCE SOUTH 77°34'03" WEST, ALONG THE CURRENT NORTH RIGHT OF WAY LINE OF STATE ROAD 16, AFOREMENTIONED, A DISTANCE OF 129.33 FEET TO A POINT ON THE WEST LINE OF THOSE LANDS AS DESCRIBED IN DEED BOOK 61, PAGE 512 OF SAID PUBLIC RECORDS; THENCE NORTH 33°13'24" WEST, ALONG LAST SAID LINE, A DISTANCE OF 37.98 FEET TO A POINT ON THE CURRENT NORTH RIGHT OF WAY LINE OF SAID STATE ROAD 16; THENCE SOUTH 77°34'03" WEST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 375.14 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF PARCEL 3, ORDER OF RIGHT OF WAY TAKING, AS RECORDED IN OFFICIAL RECORDS BOOK 1462, PAGE 1783, OF SAID PUBLIC RECORDS; THENCE ALONG THE NORTHERLY BOUNDARY OF LAST SAID LANDS, THE FOLLOWING THREE COURSES: COURSE 1) THENCE NORTH 12°25'57" WEST, A DISTANCE OF 60.45 FEET; COURSE 2) THENCE SOUTH 77°34'03" WEST, A DISTANCE OF 185.06 FEET; COURSE 3) THENCE SOUTH 12°25'57" EAST, A DISTANCE OF 60.45 FEET TO A POINT ON THE AFOREMENTIONED CURRENT RIGHT OF WAY LINE OF STATE ROAD 16; THENCE SOUTH 77°34'03" WEST, ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 11.16 FEET TO A POINT ON THE WESTERLY LINE OF THOSE LANDS DESCRIBED IN DEED BOOK 66, PAGE 168, OF SAID PUBLIC RECORDS, ALSO BEING A LINE FROM THE CENTERLINE OF A BRIDGE TO THE CENTERLINE OF THE DOME OF THE FLAGLER MEMORIAL CHURCH OF ST. AUGUSTINE, AS STATED IN SAID DEED RECORDED IN OFFICIAL RECORDS BOOK 3849, PAGE 1527; THENCE NORTH 23°51'02" WEST, ALONG LAST SAID LINE, A DISTANCE OF 5893.95 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 52; THENCE NORTH 53°04'16" EAST, DEPARTING FROM LAST SAID LINE, A DISTANCE OF 235.73 FEET TO A POINT ON THE SOUTHWEST RIGHT OF WAY LINE OF SAN SEBASTIAN VIEW (BEING A VARIABLE WIDTH RIGHT OF WAY, AS DESCRIBED AS "PARCEL "A" IN OFFICIAL RECORDS BOOK 3849, PAGE 1466), SAID POINT LYING ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 488.46 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 877.97 FEET TO THE END OF SAID CURVE, BEING NON-TANGENT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 66°23'52" EAST, 764.47 FEET; THENCE NORTH 62°08'31" EAST, CONTINUING ALONG LAST SAID RIGHT OF WAY LINE, A DISTANCE OF 228.72 FEET TO THE INTERSECTION OF LAST SAID RIGHT OF

WAY LINE WITH THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILROAD; THENCE ALONG LAST SAID RIGHT OF WAY LINE THE FOLLOWING TEN COURSES: COURSE 1) THENCE SOUTH 27°53'13" EAST, A DISTANCE OF 2423.59 FEET; COURSE 2) SOUTH 27°41'57" EAST, A DISTANCE OF 660.93 FEET TO THE BEGINNING OF A CURVE BEING NON-TANGENT, CONCAVE WESTERLY AND HAVING A RADIUS OF 2814.79 FEET; COURSE 3) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1160.86 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 15°54'25" EAST, 1152.65 FEET TO THE END OF SAID CURVE, BEING NON-TANGENT; COURSE 4) THENCE SOUTH 04°03'52" EAST, A DISTANCE OF 86.63 FEET TO THE BEGINNING OF A CURVE, BEING NON-TANGENT, CONCAVE WESTERLY AND HAVING A RADIUS OF 2814.79 FEET; COURSE 5) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 69.60 FEET (SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°21'21" EAST, 69.60 FEET) TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING NON-TANGENT, CONCAVE EASTERLY AND HAVING A RADIUS OF 11509.16 FEET; COURSE 6); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 226.46 FEET TO THE POINT OF TANGENCY, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 03°12'41" EAST 226.46 FEET; COURSE 7) THENCE SOUTH 03°46'30" EAST, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A CURVE BEING NON-TANGENT, CONCAVE EASTERLY AND HAVING A RADIUS OF 2914.79 FEET; COURSE 8); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 68.62 FEET TO THE END OF SAID CURVE, BEING NON-TANGENT, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 04°15'56" EAST, 68.62 FEET; COURSE 9) THENCE SOUTH 04°56'25" EAST, A DISTANCE OF 24.60 FEET TO THE BEGINNING OF A CURVE BEING NON-TANGENT, CONCAVE EASTERLY AND HAVING A RADIUS OF 2914.79 FEET; COURSE 10) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 881.42 FEET, SAID CURVE BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 13°38'10" EAST, 878.07 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 133.90 ACRES, MORE OR LESS.

LESS AND EXCEPT ANY SOVEREIGN LANDS OF THE STATE OF FLORIDA ASSOCIATED WITH THE SAN SEBASTIAN RIVER.





Zoning The proposed zoning of the property is Residential General Use (RG-1) Map Summary The purpose of this map is to effectively illustrate what the new zoning proposal includes	Proposed Zoning Notes This zoning is provided by the City of St. Augustine's GIS Division and is subject to approval by the City of St. Augustine's Planning, Building, & Zoning Division	City of St. Augustine Planning, Zoning, & Building Department P.O. Box 210, St. Augustine, FL 32055 Phone: (904) 825-1065 DISCLAIMER This map is for reference only. Data provided are derived from multiple sources with varying levels of accuracy. The City of St. Augustine disclaims all responsibility for the accuracy or completeness of the data shown herein. ST. AUGUSTINE 1888
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CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: October 12, 2022

RE: **Development Agreement Related to the Provision of Affordable Housing as part of the Flagler Crossing Development – Public Hearing**

The City Commission held the first Public Hearing on September 26, 2022, for the Flagler Crossing Development Agreement and requested that the applicant consider providing a higher number of affordable housing units. Because it was announced at that time and advertised that the Second Public Hearing would be at the October 10, 2022, City Commission meeting this item must be heard.

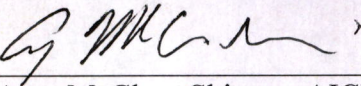
This item was continued and announced for the second public hearing to be held on Monday, October 24, 2022 at the October 10th City Commission meeting.

The applicant proposed to build an additional 180 units on the eastern portion of the property including 50 units as “affordable”. The additional units would equal 510 total units for the entire property (330 already permitted). The proposed 50 affordable units equals approximately 10% of the total units proposed for the property. According to the agreement/covenant the affordable units can be distributed throughout the entire project.

The definition of “Affordable Housing” proposed in the Restrictive Covenants is defined as 85% of the St. Johns County monthly rental rate pursuant to the Florida Housing Finance Corporation Multifamily Rental Programs and CWHIP (Community Workforce Housing Innovation Pilot) Homeownership Program as adjusted by the number of bedrooms in the applicable multi-family unit and as may be annually adjusted.

Development Agreements must have at least two (2) public hearings before the City Commission. Please place the second public hearing on the October 24, 2022, City Commission Agenda.

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.



Amy McClure Skinner, AICP
Director, Planning and Building Department

After recording return to:
City of St. Augustine
Attention: Isabelle Lopez, Esq.
P.O. Box 210
St. Augustine, Florida 32085

FLAGLER CROSSING DEVELOPMENT AGREEMENT

THIS FLAGLER CROSSING DEVELOPMENT AGREEMENT (“Agreement”) is entered into by and between the **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized and existing under the laws of the State of Florida (the “City”) and **MULTIFAMILY PARTNERS FLAGLER II, LLC**, a Florida limited liability company (“Flagler”), collectively the “Parties”.

RECITALS

WHEREAS, pursuant to Sections 163.3220, et. seq., Florida Statutes, (the “Act”) and the City of St. Augustine Zoning Code (the “Zoning Code”) Section 28-38, (2022) the City is authorized to enter into development agreements with owners or developers of real property within the City; and

WHEREAS, Flagler is the fee simple owner of the land more particularly described in **Exhibit “A”** attached hereto (the “Property”); and

WHEREAS, the Property is a part of the larger Flagler Crossing project located within the City in which Flagler is proposing to develop 510 multi-family units with ancillary uses (the “Project”); and

WHEREAS, a portion of the Project, approximately 330 multi-family units and ancillary uses, are currently under construction within the Project; and

WHEREAS, Flagler intends to construct or cause to be constructed the remaining Project multi-family units, which consists of 180 multi-family units with ancillary uses on the Property (the “Proposed Development”), upon approval by the City of the pending comprehensive plan amendment and rezoning applications with City Project Number 2022-005 (the “Land Use Applications”) as such Land Use Applications will provide the requisite density for the Proposed Development; and

WHEREAS, the actual development of the Property shall be in accordance with the City of St. Augustine Comprehensive Plan (“Comprehensive Plan”) future land use designation and zoning designation for the Property from time to time as provided in Section 3 below; and

WHEREAS, Section 166.04151, Florida Statutes (2022), allows local governments to adopt any law, ordinance, rule or other measure for the purpose of increasing the supply of affordable housing within its jurisdiction; and

WHEREAS, pursuant to the Comprehensive Plan Housing Element, the City promotes, supports and encourages an adequate inventory of affordable, safe, sanitary and energy efficient housing in stable neighborhoods to meet the needs of the City residents; and

WHEREAS, Flagler agrees to operate fifty (50) of the Proposed Development multi-family units on the Property as affordable housing units as more particularly described in this Agreement; and

WHEREAS, the lack of certainty in the approval of development can result in a waste of economic and land resources, escalate the cost of housing and development, and discourage a commitment to comprehensive planning; and

WHEREAS, by this Agreement, Flagler obtains assurances that upon approval of the Proposed Development, it may proceed in accordance with existing laws and policies, subject to this Agreement; and

WHEREAS, by this Agreement the Proposed Development will result in diversified housing within the City consistent with the Comprehensive Plan Housing Element; and

WHEREAS, the required public hearings before the City Commission of the City of St. Augustine were held with proper notice provided pursuant to the Act and Section 28-38 of the Zoning Code.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **Recitals.** The foregoing Recitals are true and correct and are hereby incorporated into this Agreement by this reference as fully set forth herein.

2. **Covenants.** As a condition of development of the Property for the Proposed Development, prior to obtaining a building permit for vertical construction of any of the multi-family housing units to be constructed on the Property, Flagler will record the restrictive covenant in the form attached hereto as **Exhibit “B”** encumbering the Property and including the City as a third party beneficiary.

3. **Development.** Nothing in this Agreement shall be construed to require the development of the Property with the Proposed Development. In the event Flagler develops or redevelops the Property with the Proposed Development, such development shall be developed and operated consistent with the Comprehensive Plan and zoning regulations (as applicable) and this Agreement. Flagler may submit to the City future modifications to the Land Use Applications, and/or the Proposed Development, provided any such future modification is consistent with the applicable provisions of the Comprehensive Plan, the Zoning Code and this Agreement. Notwithstanding anything in this Agreement to the contrary and in the event all or any portion of the Property is redeveloped with uses other than as a multi-family project, this Agreement shall automatically terminate as to the redeveloped portion of the Property and such development shall be consistent with the Comprehensive Plan and Zoning Code (as applicable).

4. **Effective Date.** This Agreement shall become effective upon recordation in the public records of St. Johns County, Florida (the “Effective Date”). Flagler may at its option terminate this Agreement upon thirty (30) calendar days prior written notice to the City in the event the Land Use Applications for the Property are appealed or not approved.

5. **Term.** If not earlier terminated in accordance with the terms of this Agreement, this Agreement shall expire thirty (30) years from the Effective Date, unless extended by mutual consent of the Parties consistent with Section 163.3229, Florida Statutes (2022).

6. **State Statutory Requirements for Development Agreements.** It is the intent of the Parties that this Agreement be recognized as an action of the City and Flagler under the Act, Section 28-38 of the Zoning Code, the City’s home rule powers and any other authority held by the City to enter into such agreement. For purposes of meeting the minimum requirements for development agreements in the Act, the following additional provisions are hereby made part of this Agreement:

a. For the purposes of this Agreement, the contemplated uses and building intensity on the Property are set forth in the Recitals. The maximum building heights on the Property are pursuant to the Zoning Code. The proposed population density is as set forth in the Comprehensive Plan and the Zoning Code.

b. The current future land use designation of the Property under the Comprehensive Plan is Residential Low Density Mixed Use and the proposed future land use designation in a

companion application under the Comprehensive Plan is Residential Medium Density. The current zoning of the Property is Residential Low-One and the proposed zoning in a companion application is Residential General-One.

c. The public facilities anticipated to serve the Property are water, sewer and drainage consistent with applicable State and local laws.

d. The local development permits needed to be approved for development of the Property include the following: the Land Use Applications, construction plans, building permits, sign permits and any other official action of the City having the effect of permitting the development of land. Failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve Flagler of the necessity of complying with the law governing said permitting requirements, conditions, term or restriction.

e. The Proposed Development contemplated by this Agreement is consistent with the Comprehensive Plan, as such Comprehensive Plan is contemplated to be amended by the companion Land Use Applications. The Agreement is also consistent with the applicable Zoning Code and the contemplated Land Use Applications.

f. A conceptual graphic layout of the Proposed Development is attached as **Exhibit “C”**.

g. This Agreement is voluntarily entered into in consideration of the benefits inuring to and the rights of the Parties arising thereunder.

7. Defaults and Remedies.

a. If the City defaults in the performance of any obligation under this Agreement required to be performed by the City, then Flagler shall deliver written notice of such default to the City. The City shall commence to cure such default within thirty (30) calendar days after the delivery of such notice of default and shall diligently pursue to cure to completion within sixty (60) calendar days after delivery of such notice of default. If the City does not cure such default within the time periods provided, Flagler may pursue any available remedies in law or equity.

b. If Flagler defaults in the performance of any obligation under this Agreement required to be performed by Flagler, then the City shall deliver written notice of such default to Flagler. Flagler shall commence to cure such default within thirty (30) calendar days after delivery of such notice of default and shall diligently and continuously pursue such cure to completion within sixty (60) calendar days after delivery of such notice as to any default; provided, however, that if Flagler is unable in the exercise of reasonable diligence to cure such default within such time period, the time within which to remedy same shall be extended for such period as may be

necessary to complete the cure with diligence provided Flagler continuously proceeds with diligence to complete such cure. If Flagler does not cure such default within the time periods provided, the City's sole remedy shall be pursuant to Section 28-35 of the Zoning Code (2022).

8. **Notices.** Whenever any of the Parties desires to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, or by air courier service utilizing return receipts addressed to the party for whom it is intended at the last specified address. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this Section. The Parties designate the following as the respective places for giving notice:

City: City of St. Augustine
Attention: City Attorney
P.O. Box 210
St. Augustine, Florida 32085

Flagler: Multifamily Partners Flagler II, LLC
Attention: William Zeits
1819 Goodwin Street
Jacksonville, Florida 32204

With a Copy to: Driver, McAfee, Hawthorne and Diebenow PLLC
Attention: Staci Rewis, Esq.
One Independent Drive, Suite 1200
Jacksonville, Florida 32202

9. **Venue and Choice of Law.** Any controversies or legal issues arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be submitted to the jurisdiction of the State Court of the Seventh Judicial Circuit, in and for St. Johns County, Florida, the venue sites, and shall be governed by the laws of the State of Florida and consistent with Section 7 above.

10. **Captions and Paragraph Headings.** Captions and paragraph headings contained in this Agreement are for convenience and reference only. They in no way define, describe, extend, or limit the scope of intent of this Agreement.

11. **No Waiver.** No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates, and shall not be deemed to be a continuing or future waiver.

12. **Exhibits.** All exhibits attached hereto are incorporated herein by reference.

13. **Further Assurances.** The Parties hereby agree to execute, acknowledge, and deliver and cause to be done, executed, acknowledged, and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

14. **Amendments.** No modification or amendment in the terms or conditions contained herein shall be effective or binding unless such amendment or modification is in writing, and signed by an authorized representative of each Party. To the extent Flagler sells the Property or portion thereof to a third party such that more than one entity or person acquires an interest in the Property benefitted and subject to this Agreement, this Agreement may be amended by the City and applicable Party without every owner of the Property consenting consistent with Section 163.3237, Florida Statutes (2022).

15. **Assignment.** This Agreement shall run with title to the Property and be binding on Flagler and its successors and assigns. Flagler may assign its rights, obligations, and responsibilities under this Agreement in whole or in part to a third party purchaser of all or any part of fee simple title to all or any portion of the Property. Any such assignment shall be in writing and recorded in the St. Johns County, Florida, public records, shall not require the prior written consent of the City, and shall automatically constitute a release of the assignor as to the Agreement to the extent of any liability arising from and after the date of the assignment. In the event of an assignment related to conveyance of less than all of the Property, Flagler may assign all or a portion of the Affordable Housing units to the conveyed property and by such assignment, the assignee shall be bound to provide any of the Affordable Housing multi-family units constructed on the Property or portion thereof the assignee purchases consistent with this Agreement. Thereafter such obligation will run with title to the property to which such units are assigned and the remaining portion of the Property will no longer be subject to the Affordable Housing requirement to the extent assigned. The Parties agree to furnish each other documentation upon reasonable request providing the development status of the Affordable Housing units required under this Agreement and the party(ies) responsible for submitting the annual reports set forth in Section 16 below.

16. **City Annual Review.** On the first anniversary date of the Effective Date and every year thereafter until this Agreement expires or is terminated, Flagler shall provide to the City an annual report that demonstrates a good faith compliance with the Agreement conditions.

17. **Counterparts.** This Agreement may be executed in one (1) or more counterparts, each of which may be deemed to be an original and all such counterparts together shall constitute one and the same instrument.

18. **Recording of this Agreement.** The City agrees to record this Agreement within fourteen (14) calendar days after execution in the St. Johns County, Florida, public records. Flagler shall pay all recording costs.

19. **Merger Clause.** This Agreement sets forth the entire agreement among the Parties, and it supersedes all prior and contemporaneous negotiations, understandings, and agreements, written or oral, among the Parties.

20. **Severability.** If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the invalid or unenforceable provision will be stricken from the Agreement, and the balance of the Agreement will remain in full force and effect as long as doing so would not affect the overall purpose or intent of the Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have made and executed this Agreement on the respective dates under each signature:

Signed, sealed, and delivered
in the presence of:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Print Name: _____

By: _____

Tracy Upchurch, Mayor-Commissioner

Date: _____

Print Name: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle Lopez, City Attorney

State of Florida

County of St. Johns

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 2022, by _____,
the Mayor-Commissioner of the City of St. Augustine, Florida, on behalf of the City.

(Print Name _____)

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires:

He/she is [check one]:

Personally Known _____

OR Produced I.D. _____

Type of Identification Produced _____

Signed, sealed, and delivered
in the presence of:

MULTIFAMILY PARTNERS FLAGLER II, LLC,
a Florida limited liability company

Print Name: _____

By: _____

Print: _____

Date: _____

Print Name: _____

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 2022, by _____,
the _____ of Multifamily Partners Flagler II, LLC, a Florida limited liability company
on behalf of the company.

(Print Name _____)

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires:

He/she is [check one]:

Personally Known _____

OR Produced I.D. _____

Type of Identification Produced _____

Exhibit “B”

Form Declaration of Restrictive Covenant

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS (“Declaration”), dated as of _____, 2022 (the “Effective Date”) is made by **MULTIFAMILY PARTNERS FLAGLER II, LLC**, a Florida limited liability company (“Flagler”).

Recitals:

WHEREAS, Flagler is the fee simple owner of the land more particularly described in **Exhibit “A”** attached hereto (the “Property”); and

WHEREAS, Flagler intends to develop approximately 180 multi-family units with ancillary uses on the Property; and

WHEREAS, the Property is a part of the larger Flagler Crossing project located within the City of St. Augustine, Florida (“City”); and

WHEREAS, Flagler desires to impose restrictive covenants upon the Property as more particularly set forth in this Declaration to provide diversified housing within the City and comply with the provisions of that certain Flagler Crossing Development Agreement recorded in the public records of St. Johns County, Florida, at Official Records Book _____ and Page _____ (the “Development Agreement”).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Flagler hereby agrees as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **Term.** The restrictions imposed by this Declaration will be in force for eighty (80) years from the Effective Date (the “Term”). The Term may be extended by mutual agreement of Flagler and the City as evidenced by recording a modification of this Declaration executed by Flagler and the City. This Declaration shall terminate and be of no further force and effect as to any portion of the Property that is redeveloped for a use other than multi-family residential units.

3. **Unit Restrictive Covenant.** During the Term, each individual multi-family unit constructed on the Property will only be available as a rental unit. Any individual multi-family unit developed on the Property shall be prohibited from fee simple ownership, including any condominium ownership. This fee simple ownership prohibition shall only apply to each individual multi-family unit constructed on the Property. Nothing in this Declaration shall prohibit fee simple ownership by Flagler or a subsequent owner of the Property or portion thereof.
4. **Affordable Housing Restrictive Covenant.** During the Term, fifty (50) of the multi-family units on the Property will be “Affordable Housing”. For purposes of this Declaration, “Affordable Housing” is defined as 85% of the St. Johns County monthly rental rate pursuant to the Florida Housing Finance Corporation Multifamily Rental Programs and CWHIP (Community Workforce Housing Innovation Pilot) Homeownership Program (the “Program”) as adjusted by the number of bedrooms in the applicable multi-family unit and as may be annually adjusted. The 85% is calculated as 120% of the applicable Program monthly rental rate divided by 1.2 and multiplied by 0.85; for instance, if the Program monthly rental rate at 120% for a one (1) bedroom multi-family unit is \$1,882.00, the 85% rental rate per month is \$1,333.08 ($\$1,882.00 / 1.2 * 0.85 = \$1,333.08$). The Affordable Housing monthly rental rate as calculated above will not include utilities, cable and other similar expenses. Individuals renting the Affordable Housing unit(s) shall earn 85% of the income limit set forth by the Program as adjusted by the number of persons per Affordable Housing unit and as may be adjusted annually (the “Affordable Housing Income Rate”). The 85% is calculated as 120% of the applicable Program income limit divided by 1.2 and multiplied by 0.85; for instance, if the Program income limit at 120% for a one person is \$70,320.00, the 85% rental rate per month is \$49,810.00 ($\$70,320.00 / 1.2 * 0.85 = \$49,810.00$). The applicable monthly rental rate and the Affordable Housing Income Rate shall be determined at the time a rental agreement is executed by the renter(s) and Flagler for any Affordable Housing unit constructed on the Property. The construction of Affordable Housing units within the Property shall occur commensurate with development of the non-Affordable Housing units on the Property, may be developed and located anywhere within the Property and the product type (e.g., building finishes) will be same as the non-Affordable Housing units. Flagler will ensure or cause to be ensured that only persons meeting the Affordable Housing Income Rate set forth herein occupy the Affordable Housing units. Flagler shall submit to the City of St. Augustine Director of Planning and Building an annual report beginning on the first anniversary of the Development Agreement effective date and every year thereafter until termination of this Declaration. The annual report shall contain the following: (i) the amount of Affordable Housing units occupied and available for rent within the Property; (ii) the household income of each of the Affordable Housing unit renters as reported by such renter to Flagler with the redaction of the renters’ name(s), social security number and any other identifying information, including the Affordable Housing Income Rate at the time the rental

agreement was entered into; and (iii) the monthly rental rate at the time of the report for each Affordable Housing unit within the Property. In the event the Program is discontinued, Flagler shall identify a comparable type program in order to comply with this covenant and amend this Declaration to reflect the comparable replacement program.

5. **Amendment.** This Declaration shall not be changed, modified, or amended except by an instrument in writing that is recorded in the public records of St. Johns County, Florida, and that is executed by the owners of record of the Property and the City.
6. **Burden and Benefit.** The restrictions imposed by this Declaration shall burden the Property, and the Property shall be held, transferred, sold, and conveyed subject to such restrictions, whether or not reference is made to this Declaration in the related conveyance document. The restrictions imposed by this Declaration shall run with the land and be binding on all successors, owners and other parties having any interest in the Property, whether or not so stated in any conveyance document. Flagler may assign its rights, obligations, and responsibilities under this Declaration in whole or in part to a third party purchaser of all or any part of fee simple title to all or any portion of the Property. Any such assignment shall be in writing and recorded in the St. Johns County, Florida, public records, shall not require the prior written consent of the City, and shall automatically constitute a release of the assignor as to the Declaration to the extent of any liability arising from and after the date of the assignment. In the event of an assignment related to conveyance of less than all of the Property, Flagler may assign all or a portion of the Affordable Housing units to the conveyed property and by such assignment, the assignee shall be bound to provide any of the Affordable Housing multi-family units constructed on the Property or portion thereof the assignee purchases consistent with this Section 6. Thereafter such obligation will run with title to the property to which such units are assigned and the remaining portion of the Property will no longer be subject to the Affordable Housing requirement to the extent assigned.
7. **Enforcement.** This Declaration may be enforced by the City, as a third-party beneficiary to the Declaration. Other than the City, no third-party shall have any standing, rights or benefits under this Declaration, and no right or privileges of the City or the owner of the Property shall inure to the benefit of any third-party nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Declaration. Failure by the City to enforce this Declaration shall not be deemed a waiver of the right to do so. If the City prevails in any action to enforce this Declaration, it will be entitled to recover reasonable attorneys' fees and other costs of enforcement. If Flagler defaults in the performance of any obligation under this Declaration required to be performed by Flagler, then the City may deliver written notice of such default to Flagler. Flagler shall commence to cure such default within thirty (30) calendar days after delivery of such notice of default and shall diligently and continuously pursue such cure to completion within sixty (60) calendar days

after delivery of such notice as to any default; provided, however, that if Flagler is unable in the exercise of reasonable diligence to cure such default within such time period, the time within which to remedy same shall be extended for such period as may be necessary to complete the cure with diligence provided Flagler continuously proceeds with diligence to complete such cure. If Flagler does not cure such default within the time periods provided, the City's sole remedy shall be pursuant to Section 28-35 of the City of St. Augustine Zoning Code (2022).

8. **Miscellaneous.** A determination that any provision of this Declaration is invalid or unenforceable will not affect the validity or enforceability of any other provision of this Declaration or the enforceability of that provision under other circumstances; provided, however, that no determination shall invalidate the restrictions imposed by Sections 3 and 4 of this Declaration or the enforcement rights of the City under Section 7 of this Declaration. The captions in this Declaration are for convenience of reference and are not to be considered in construing this Declaration. This Declaration shall be governed by the laws of the State of Florida.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Flagler has executed this Declaration of Restrictive Covenants as of the Effective Date.

Signed, sealed, and delivered **MULTIFAMILY PARTNERS FLAGLER II, LLC,**
in the presence of: a Florida limited liability company

Print Name: _____

By: _____

Print: _____

Date: _____

Print Name: _____

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by _____, the _____ of Multifamily Partners Flagler II, LLC, a Florida limited liability company on behalf of the company.

(Print Name _____)

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires:

He/she is [check one]:

Personally Known _____

OR Produced I.D. _____

Type of Identification Produced _____



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tel 904-642-8550 • fax 904-642-4165
14775 Old St. Augustine Road • Jacksonville, Florida 32258

Exhibit "A"

August 30, 2022

Work Order No. 21-100.10
File No. 129A-29.10A

Exception Parcel 1

A portion Section 1, Township 7 South, Range 29 East, St. Johns County, Florida, being a portion of those lands described and recorded in Official Records Book 5004, page 1663, of the Public Records of said county, being more particularly described as follows.

For a Point of Reference, commence at the intersection of the Southerly right of way line of San Sebastian View, a variable width right of way as presently established, with the Southwesterly right of way line of the Florida East Coast Railroad, a 100 foot right of way as presently established; thence South 27°53'13" East, along said Southwesterly right of way line, 1189.93 feet; thence South 62°06'47" West, departing said Southwesterly right of way line, 176.91 feet to the Point of Beginning.

From said Point of Beginning, thence South 23°30'27" East, 26.70 feet; thence South 21°10'24" East, 97.86 feet to the point of curvature of a curve concave Northeasterly having a radius of 547.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 14°53'19", an arc length of 142.14 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 28°37'03" East, 141.74 feet; thence South 36°03'42" East, 150.41 feet to the point of curvature of a curve concave Westerly having a radius of 9.00 feet; thence Southerly along the arc of said curve, through a central angle of 98°24'03", an arc length of 15.46 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 13°08'19" West, 13.63 feet; thence South 62°20'20" West, 205.30 feet; thence North 11°48'15" West, 82.60 feet to the point of curvature of a curve concave Westerly having a radius of 147.00 feet; thence Northerly along the arc of said curve, through a central angle of 09°17'06", an arc length of 23.82 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 16°26'48" West, 23.80 feet; thence Northwesterly along the arc of a curve concave Southwesterly having a radius of 30.00 feet, through a central angle of 34°27'06", an arc length of 18.04 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 38°18'54" West, 17.77 feet; thence North 55°32'27" West, 20.70 feet; thence North 31°20'54" West, 58.70 feet; thence North 01°50'18" East, 12.77 feet; thence North 31°20'54" West, 50.07 feet to the point of curvature of a curve concave Easterly having a radius of 40.00 feet; thence Northerly along the arc of said curve, through a central angle of 33°34'48", an arc length of 23.44 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 14°33'30" West, 23.11 feet; thence North 02°13'54" East, 174.10 feet to the point of curvature of a curve concave Southeasterly having a radius of 3.00 feet; thence Northeasterly along the arc of said curve, through a central angle of 59°47'24", an arc length of 3.13 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 32°07'36" East, 2.99 feet; thence North 62°01'18" East, 26.83 feet; thence South 27°58'48" East, 9.00 feet; thence North 62°01'12" East, 67.86 feet to the Point of Beginning.

Containing 1.62 acres, more or less.

SECTION 56
FATIO OR
DELESPINE
GRANT

SECTION 98
J. DELESPINE GRANT

SECTION 36
TOWNSHIP 6 SOUTH
RANGE 29 EAST

SECTION 1, TOWNSHIP 7 SOUTH, RANGE 29 EAST

SAN SEBASTIAN VIEW
(VARIABLE WIDTH R/W)

SECTION 52
FATIO OR
DELESPINE
GRANT

DRAINAGE EASEMENT
O.R.B. 3112, PAGE 1054

10' FPL ELECTRIC EASEMENT
(PROVIDED BY CLIENT)

SECTION 1
TOWNSHIP 7 SOUTH
RANGE 29 EAST

SECTION 49
J.S. SANCHEZ
GRANT

**FLORIDA EAST
COAST RAILROAD**
(100' R/W)



SAN SEBASTIAN RIVER

SECTION 56
J. DELESPINE
GRANT

(CE-4)

DRAINAGE EASEMENT 2
O.R.B. 4420, PAGE 1494

O.R.B. 5004
PAGE 1663

N62°06'47"E
176.91'

SW.1/4 R/W LINE

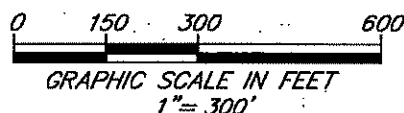
**POINT OF
BEGINNING**
EXCEPTION PARCEL 1
1.62 ACRES

SEE
SHEET 2

SECTION 1
TOWNSHIP 7 SOUTH
RANGE 29 EAST

O.R.B. 5004
PAGE 1663

DRAINAGE EASEMENT 1
O.R.B. 4420, PAGE 1494



LEGEND:

(CE) CONSERVATION EASEMENT
O.R.B. OFFICIAL RECORDS BOOK
R/W RIGHT OF WAY
FPL FLORIDA POWER
AND LIGHT COMPANY

SHEET 1 OF 2

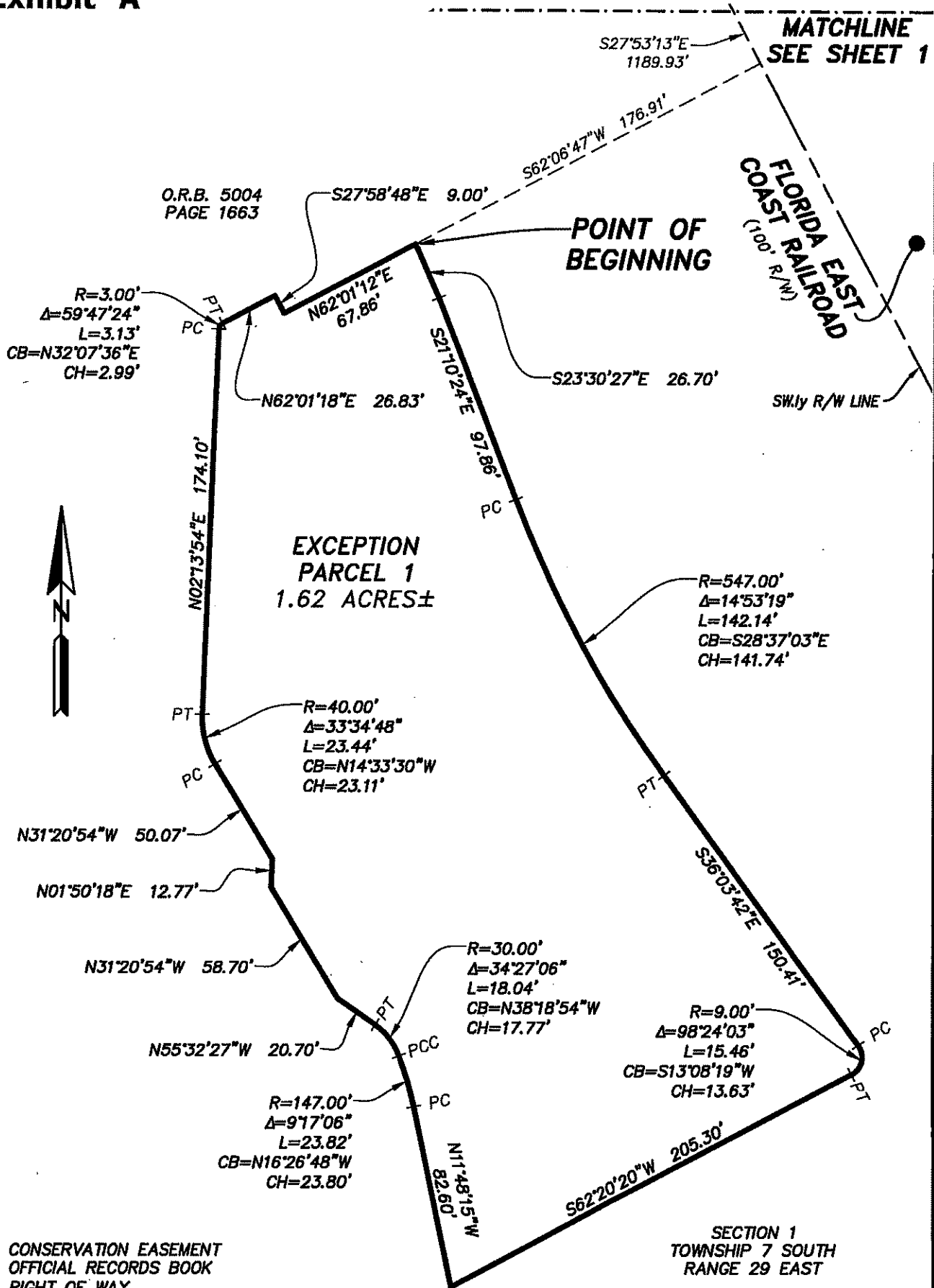
GENERAL NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON SW.1/4 R/W LINE OF THE FLORIDA EAST COAST RAILROAD AS BEING SOUTH 27°53'13" EAST. BEARINGS DEPICTED HEREON ARE REFLECTIVE OF ADJUSTMENT OF DEED TO STATE PLANE COORDINATES AND ARE NOT TRANSCRIBED VERBATIM FROM DEEDS OF RECORD.

ETM

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED
USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS
DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Exhibit "A"





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14775 Old St. Augustine Road • Jacksonville, Florida 32258

August 30, 2022

Exhibit "A"

Work Order No. 21-100.10

File No. 129A-29.10B

Exception Parcel 2

A portion Section 1, Township 7 South, Range 29 East, St. Johns County, Florida, being a portion of those lands described and recorded in Official Records Book 5004, page 1663, of the Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the intersection of the Southerly right of way line of San Sebastian View, a variable width right of way as presently established, with the Southwesterly right of way line of the Florida East Coast Railroad, a 100 foot right of way as presently established; thence South $62^{\circ}08'31''$ West, along said Southerly right of way line, 134.97 feet to the Point of Beginning.

From said Point of Beginning, thence South $28^{\circ}08'49''$ East, departing said Southerly right of way line of San Sebastian View, 79.39 feet to the point of curvature of a curve concave Northeasterly having a radius of 38.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $24^{\circ}16'06''$, an arc length of 16.10 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $40^{\circ}16'52''$ East, 15.98 feet; thence South $52^{\circ}24'55''$ East, 26.52 feet; thence South $27^{\circ}30'47''$ East, 114.09 feet; thence South $59^{\circ}42'44''$ East, 8.13 feet to the point of curvature of a curve concave Southwesterly having a radius of 42.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $31^{\circ}52'57''$, an arc length of 23.37 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $43^{\circ}46'15''$ East, 23.07 feet; thence South $27^{\circ}49'47''$ East, 53.02 feet to the point of curvature of a curve concave Northeasterly having a radius of 98.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $13^{\circ}16'26''$, an arc length of 22.70 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $34^{\circ}28'00''$ East, 22.65 feet; thence South $41^{\circ}06'13''$ East, 115.06 feet to the point of curvature of a curve concave Southwesterly having a radius of 554.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $21^{\circ}43'56''$, an arc length of 210.13 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $30^{\circ}14'14''$ East, 208.88 feet; thence South $19^{\circ}22'16''$ East, 65.66 feet to the point of curvature of a curve concave Northeasterly having a radius of 446.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $16^{\circ}12'00''$, an arc length of 126.10 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $27^{\circ}28'16''$ East, 125.68 feet; thence South $35^{\circ}34'16''$ East, 25.63 feet to the point of curvature of a curve concave Southwesterly having a radius of 554.00 feet; thence Southeasterly along the arc of said curve, through a central angle of $07^{\circ}35'58''$, an arc length of 73.48 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South

Exhibit "A"

August 30, 2022

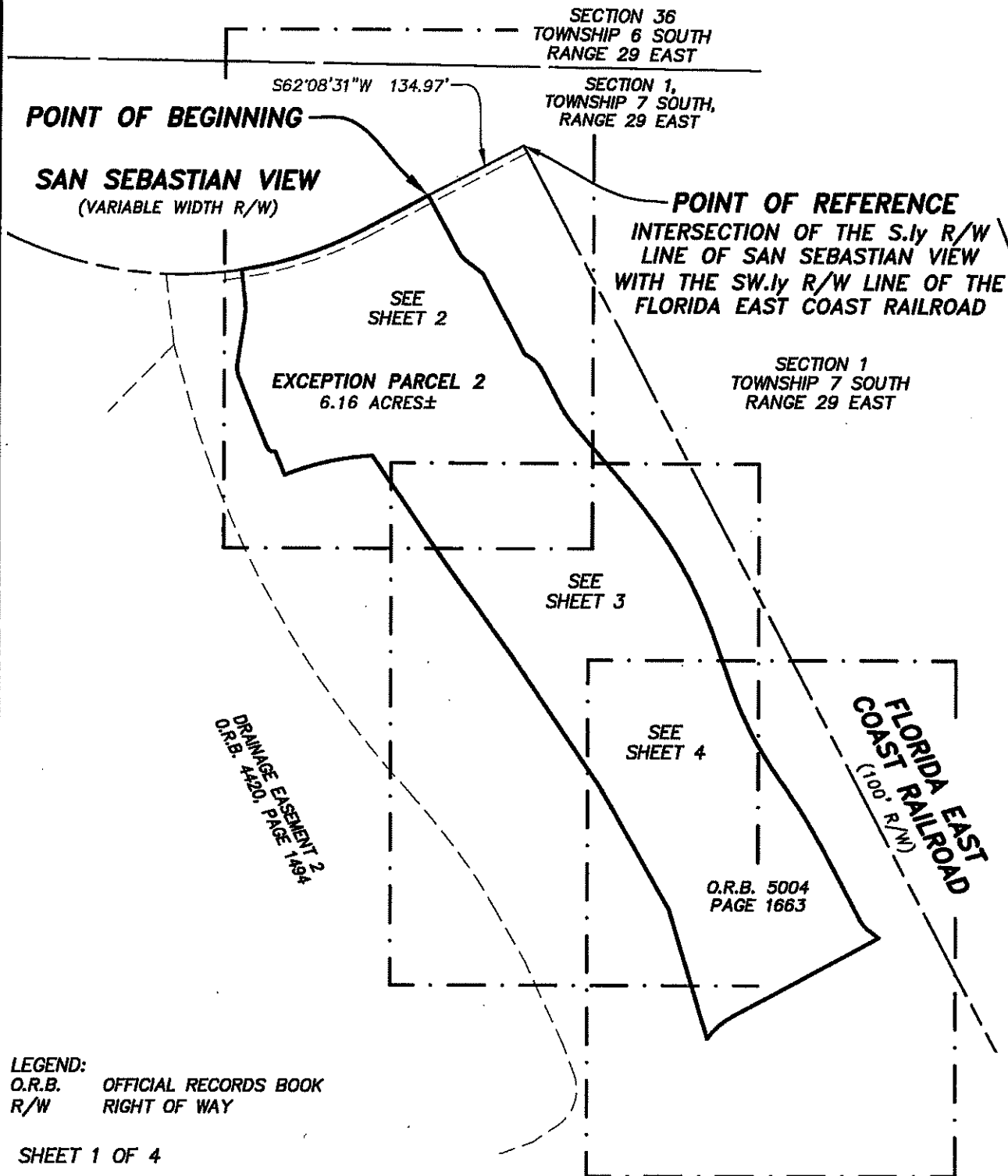
Work Order No. 21-100.10

File No. 129A-29.10B

Exception Parcel 2 (continued)

31°46'17" East, 73.42 feet; thence South 27°58'19" East, 109.56 feet to the point of curvature of a curve concave Northeasterly having a radius of 27.00 feet; thence Southeasterly along the arc of said curve, through a central angle of 25°03'42", an arc length of 11.81 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 40°30'10" East, 11.72 feet; thence South 53°02'01" East, 19.89 feet; thence South 62°01'18" West, 207.80 feet to the point of curvature of a curve concave Southeasterly having a radius of 97.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 25°30'32", an arc length of 43.19 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 49°16'02" West, 42.83 feet; thence North 16°51'06" West, along a non-tangent line, 168.48 feet; thence North 30°00'57" West, 175.07 feet; thence North 34°20'43" West, 196.68 feet; thence North 35°59'52" West, 114.76 feet; thence North 34°52'38" West, 193.22 feet to a point on a non-tangent curve concave Southerly having a radius of 348.00 feet; thence Westerly along the arc of said curve, through a central angle of 18°38'20", an arc length of 113.21 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 77°28'11" West, 112.71 feet; thence North 22°40'04" West, 31.51 feet to a point on a non-tangent curve concave Northeasterly having a radius of 7.50 feet; thence Northwesterly along the arc of said curve, through a central angle of 87°55'41", an arc length of 11.51 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 66°04'53" West, 10.41 feet; thence North 22°07'03" West, 94.70 feet to the point of curvature of a curve concave Easterly having a radius of 32.50 feet; thence Northerly along the arc of said curve, through a central angle of 31°07'22", an arc length of 17.65 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 06°33'22" West, 17.44 feet; thence North 09°00'19" East, 60.38 feet to the point of curvature of a curve concave Westerly having a radius of 60.00 feet; thence Northerly along the arc of said curve, through a central angle of 15°24'22", an arc length of 16.13 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 01°18'08" East, 16.08 feet; thence North 06°24'03" West, 42.44 feet to a point lying on said Southerly right of way line of San Sabastian View; thence Easterly, along said Southerly right of way line and along the arc of a non-tangent curve concave Northerly having a radius of 488.46 feet, through a central angle of 18°49'44", an arc length of 160.52 feet, said arc being subtended by a chord bearing and distance of North 71°31'26" East, 159.80 feet; thence North 62°08'31" East, continuing along said Southerly right of way line, 93.75 feet to the Point of Beginning.

Containing 6.16 acres, more or less.



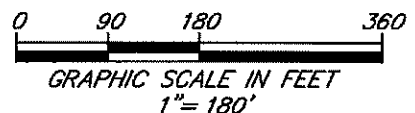
LEGEND:

O.R.B. OFFICIAL RECORDS BOOK
R/W RIGHT OF WAY

SHEET 1 OF 4

GENERAL NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON SW.ly R/W LINE OF THE FLORIDA EAST COAST RAILROAD AS BEING SOUTH 27°53'13" EAST. BEARINGS DEPICTED HEREON ARE REFLECTIVE OF ADJUSTMENT OF DEED TO STATE PLANE COORDINATES AND ARE NOT TRANSCRIBED VERBATIM FROM DEEDS OF RECORD.



ETM

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED
USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS
DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE
SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

LEGEND:

O.R.B. OFFICIAL RECORDS BOOK
 R/W RIGHT OF WAY
 POC POINT ON CURVE
 PC POINT OF CURVATURE
 PCC POINT OF COMPOUND CURVATURE
 PT POINT OF TANGENCY
 R RADIUS
 Δ CENTRAL ANGLE
 L ARC LENGTH
 CB CHORD BEARING
 CH CHORD DISTANCE



POINT OF REFERENCE
 INTERSECTION OF THE S.ly R/W
 LINE OF SAN SEBASTIAN VIEW
 WITH THE SW.ly R/W LINE OF THE
 FLORIDA EAST COAST RAILROAD

SECTION 1,
 TOWNSHIP 7 SOUTH,
 RANGE 29 EAST

**POINT OF
 BEGINNING**

SAN SEBASTIAN VIEW
 (VARIABLE WIDTH R/W)

S.ly R/W LINE

**FLORIDA EAST
 COAST RAILROAD**
 (100' R/W)

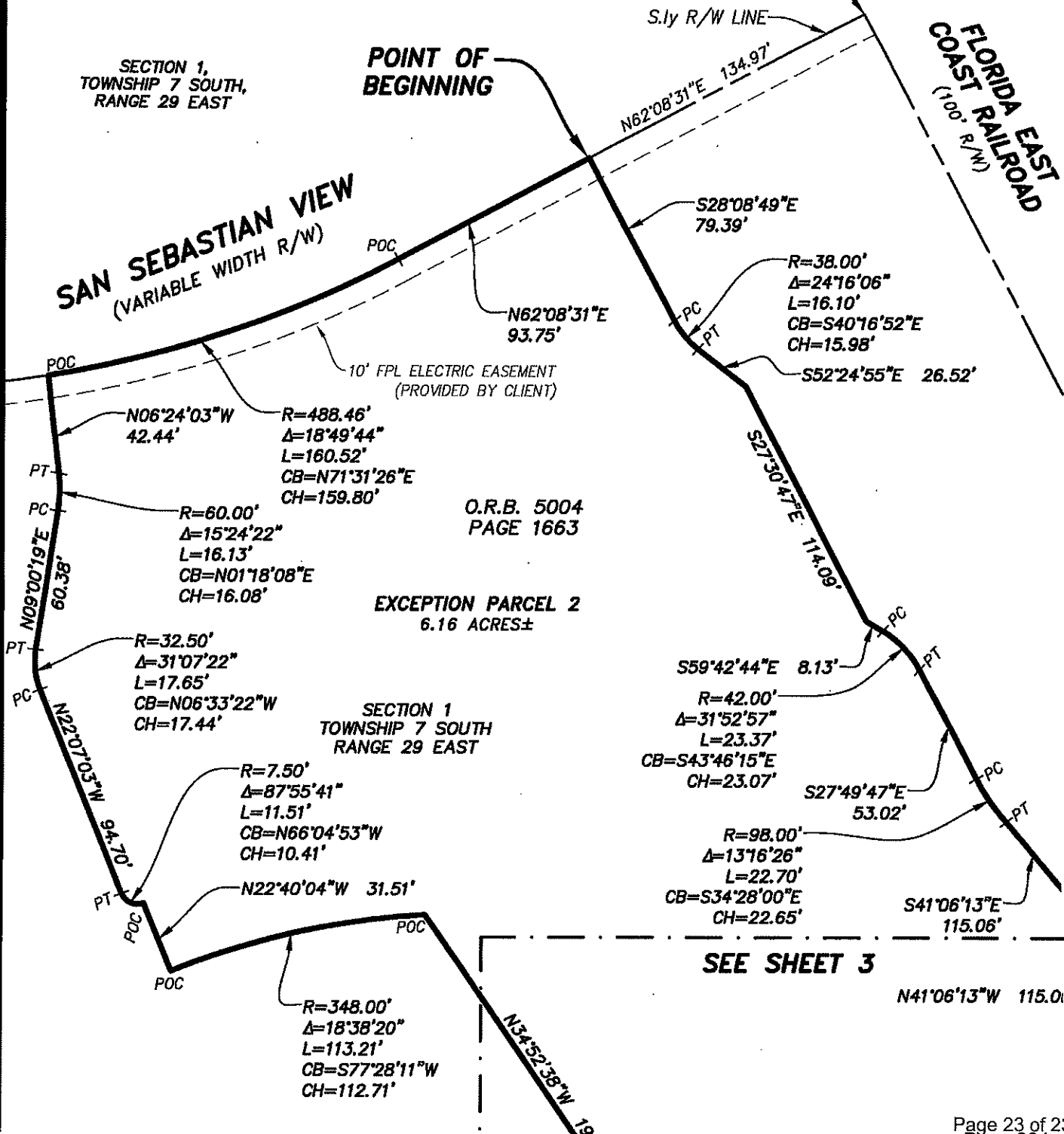


Exhibit "A"

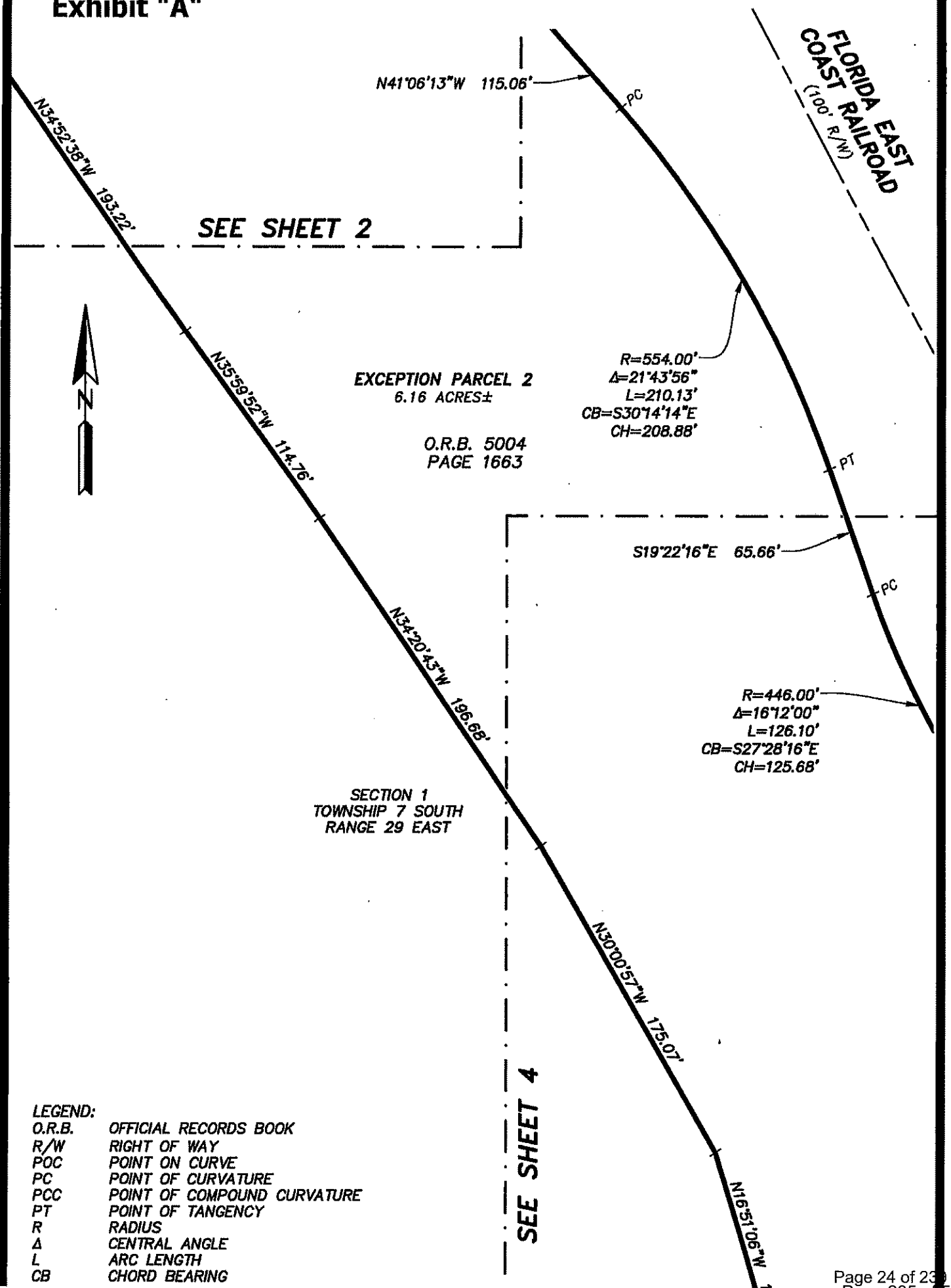


Exhibit "B"

Form Declaration of Restrictive Covenant

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Declaration"), dated as of _____, 2022 (the "Effective Date") is made by **MULTIFAMILY PARTNERS FLAGLER II, LLC**, a Florida limited liability company ("Flagler").

Recitals:

WHEREAS, Flagler is the fee simple owner of the land more particularly described in **Exhibit "A"** attached hereto (the "Property"); and

WHEREAS, Flagler intends to develop approximately 180 multi-family units with ancillary uses on the Property; and

WHEREAS, the Property is located within the City of St. Augustine, Florida ("City"); and

WHEREAS, Flagler desires to impose restrictive covenants upon the Property as more particularly set forth in this Declaration to provide diversified housing within the City and comply with the provisions of that certain Flagler Crossing Development Agreement recorded in the public records of St. Johns County, Florida, at Official Records Book _____ and Page _____ (the "Development Agreement").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Flagler hereby agrees as follows:

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference.
2. **Term.** The restrictions imposed by this Declaration will be in force for eighty (80) years from the Effective Date (the "Term"). The Term may be extended by mutual agreement of Flagler and the City as evidenced by recording a modification of this Declaration executed by Flagler and the City.

3. **Unit Restrictive Covenant.** During the Term, each individual multi-family unit constructed on the Property will only be available as a rental unit. Any individual multi-family unit developed on the Property shall be prohibited from fee simple ownership, including any condominium ownership. This fee simple ownership prohibition shall only apply to each individual multi-family unit constructed on the Property. Nothing in this Declaration shall prohibit fee simple ownership by Flagler or a subsequent owner of the Property or portion thereof.
4. **Affordable Housing Restrictive Covenant.** During the Term, fifty (50) of the multi-family units on the Property will be "Affordable Housing". For purposes of this Declaration, "Affordable Housing" is defined as 85% of the St. Johns County monthly rental rate pursuant to the Florida Housing Finance Corporation Multifamily Rental Programs and CWHIP (Community Workforce Housing Innovation Pilot) Homeownership Program (the "Program") as adjusted by the number of bedrooms in the applicable multi-family unit and as may be annually adjusted. The 85% is calculated as 120% of the applicable Program monthly rental rate divided by 1.2 and multiplied by 0.85; for instance, if the Program monthly rental rate at 120% for a one (1) bedroom multi-family unit is \$1,882.00, the 85% rental rate per month is \$1,333.08 ($\$1,882.00 / 1.2 * 0.85 = \$1,333.08$). The Affordable Housing monthly rental rate as calculated above will not include utilities, cable and other similar expenses. Persons renting the Affordable Housing unit(s) shall earn 85% of the income limit set forth by the Program as adjusted by the number of persons per Affordable Housing unit and as may be adjusted annually (the "Affordable Housing Income Rate"). The 85% is calculated as 120% of the applicable Program income limit divided by 1.2 and multiplied by 0.85; for instance, if the Program income limit at 120% for one person is \$70,320.00, the 85% income limit per year is \$49,810.00 ($\$70,320.00 / 1.2 * 0.85 = \$49,810.00$). The applicable monthly rental rate and the Affordable Housing Income Rate shall be determined at the time a rental agreement is executed by the renter(s) and Flagler for any Affordable Housing unit constructed on the Property. The construction of Affordable Housing units within the Property shall occur commensurate with development of the non-Affordable Housing units on the Property, may be developed and located anywhere within the Property and the product type (e.g., building finishes) will be same as the non-Affordable Housing units. Flagler will ensure or cause to be ensured that only persons meeting the Affordable Housing Income Rate set forth herein occupy the Affordable Housing units. Flagler shall submit to the City of St. Augustine Director of Planning and Building an annual report beginning on the first anniversary of the Development Agreement effective date and every year thereafter until termination of this Declaration. The annual report shall contain the following: (i) the amount of Affordable Housing units occupied and available for rent within the Property; (ii) the household income of each of the Affordable Housing unit renters as reported by such renter to Flagler (with the redaction of the renters' name(s), social security number and any other identifying information), including the Affordable Housing Income Rate at the time the rental

agreement was entered into; and (iii) the monthly rental rate at the time of the report for each Affordable Housing unit within the Property. In the event the Program is discontinued, Flagler shall identify a comparable type program in order to comply with this covenant and amend this Declaration to reflect the comparable replacement program.

5. **Amendment.** This Declaration shall not be changed, modified, or amended except by an instrument in writing that is recorded in the public records of St. Johns County, Florida, and that is executed by the owners of record of the Property and by the City.
6. **Burden and Benefit.** The restrictions imposed by this Declaration shall burden the Property, and the Property shall be held, transferred, sold, and conveyed subject to such restrictions, whether or not reference is made to this Declaration in the related conveyance document. The restrictions imposed by this Declaration shall run with the land and be binding on all successors, owners and other parties having any interest in the Property, whether or not so stated in any conveyance document. Flagler may assign its rights, obligations, and responsibilities under this Declaration in whole or in part to a third party purchaser of all or any part of fee simple title to all or any portion of the Property. Any such assignment shall be in writing and recorded in the St. Johns County, Florida, public records, shall not require the prior written consent of the City, and shall automatically constitute a release of the assignor as to the Declaration to the extent of any liability arising from and after the date of the assignment. In the event of an assignment related to conveyance of less than all of the Property, Flagler may assign all or a portion of the Affordable Housing units to the conveyed property and by such assignment, the assignee shall be bound to provide any of the Affordable Housing multi-family units constructed on the Property or portion thereof the assignee purchases consistent with this Declaration. Thereafter such obligation will run with title to the property to which such units are assigned and the remaining portion of the Property containing no Affordable Housing units will no longer be subject to the Affordable Housing restrictive covenant, provided all the Affordable Housing units required pursuant to this Declaration have been constructed and maintained consistent with its terms.
7. **Enforcement.** This Declaration may be enforced by the City, as a third-party beneficiary to the Declaration. Other than the City, no third-party shall have any standing, rights or benefits under this Declaration, and no right or privileges of the City or the owner of the Property shall inure to the benefit of any third-party nor shall any third-party be deemed to be a beneficiary of any of the provisions contained in this Declaration. Failure by the City to enforce this Declaration shall not be deemed a waiver of the right to do so. If the City prevails in any action to enforce this Declaration, it will be entitled to recover reasonable attorneys' fees and other costs of enforcement. If Flagler defaults in the performance of any obligation under this Declaration required to be performed by Flagler, then the City may deliver written notice of such default to Flagler. Flagler shall commence to cure such

default within thirty (30) calendar days after delivery of such notice of default and shall diligently and continuously pursue such cure to completion within sixty (60) calendar days after delivery of such notice as to any default; provided, however, that if Flagler is unable in the exercise of reasonable diligence to cure such default within such time period, the time within which to remedy same shall be extended for such period as may be necessary to complete the cure with diligence provided Flagler continuously proceeds with diligence to complete such cure. If Flagler does not cure such default within the time periods provided, the City shall be entitled to all remedies available at law, including but not limited to, injunctive and declaratory remedies.

8. **Miscellaneous.** A determination that any provision of this Declaration is invalid or unenforceable will not affect the validity or enforceability of any other provision of this Declaration or the enforceability of that provision under other circumstances; provided, however, that no determination shall invalidate the restrictions imposed by Sections 3 and 4 of this Declaration or the enforcement rights of the City under Section 7 of this Declaration. The captions in this Declaration are for convenience of reference and are not to be considered in construing this Declaration. This Declaration shall be governed by the laws of the State of Florida.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Flagler has executed this Declaration of Restrictive Covenants as of the Effective Date.

Signed, sealed, and delivered

MULTIFAMILY PARTNERS FLAGLER II, LLC,

in the presence of:

a Florida limited liability company

Print Name: _____

By: _____

Print: _____

Date: _____

Print Name: _____

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____, the _____ of Multifamily Partners Flagler II, LLC, a Florida limited liability company on behalf of the company.

(Print Name _____)

NOTARY PUBLIC

State of Florida at Large

Commission # _____

My Commission Expires:

He/she is [check one]:

Personally Known _____

OR Produced I.D. _____

Type of Identification Produced _____

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

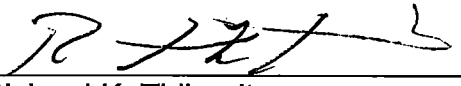
DATE: September 27, 2022

RE: **AMENDED ORDINANCE 2022-30: OPEN BURNING ORDINANCE**

Attached is proposed Ordinance No. 2022-30 Repealing and Amending Chapter 18, Article IV, Section 18-76 of the Code of the City of St. Augustine. Portions of the original ordinance were preempted to the Florida Forest Service. Through conversations with Darby Shaw, Esq., senior attorney for the Florida Department of Agriculture and Consumer Services, this ordinance has been drafted to meet their guidelines.

Please place Ordinance 2022-30 on the regular City Commission agenda for first reading on October 10, 2022.

Thank you.


Richard K. Thibault
Assistant City Attorney

Attachment

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

Agenda Title:

Ord 2022-30: Repeals and Amends Ordinance 2022-25 to amend the City's open burning policy.

ORDINANCE NO. 2022-30

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA RELATING TO FIRE PREVENTION AND PROTECTION: PROHIBITING OPEN BURNING; REPEALING AND AMENDING PORTIONS OF 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.

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

WHEREAS, the Florida Department of Agriculture and Consumer Services (DACS), Florida Forest Service (FFS) regulates the vast majority of open burning in the State of Florida, however, municipalities may also have more stringent requirements for open burning; and

WHEREAS, establishing an Ordinance prohibiting open burning will provide a safe assurance of clean air for the city's residents and prevent accidental house fires; and

WHEREAS, the City values historic preservation and regulating open burning is a prevention tool to avoid property damage in the Nation's Oldest City; and

WHEREAS, the City recognizes the desire for citizens to engage in certain reasonable and safe open burning activities, and therefore intends to exempt certain reasonable and safe activities from the open burning prohibition; and

WHEREAS, it is not necessary for citizens to conduct open burning of certain materials, household and commercial waste, recyclable material, and construction debris, because these materials are collected by the City of St. Augustine pursuant to its solid waste program; and

WHEREAS, the City Commission for the City of St. Augustine finds that it is in the best interest of public health, safety, and general welfare that the following sections be adopted.

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

Section 1. Creating Chapter 18, Article IV, Section 18-76. Chapter 18, Article IV, Section 18-76 of the Code of the City of St. Augustine is hereby created, as follows:

(a) Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) *Approved fuel* shall mean clean wood, wood pellets or wood chips, charcoal, commercially available fire starter logs or briquettes, liquified petroleum gas, natural gas, or butane, and also includes commercially available fire starters, paper or other wood products.
- (2) *Fire Marshal* means the Fire Marshal of the City of St. Augustine Fire Department responsible for enforcing fire regulations or investigating fires.
- (3) *Grill* shall mean a device designed and used for cooking where a combustion source is elevated off the ground and food cooked over open flame or coals using an approved fuel.

~~— *Nuisance* shall mean sparks, ash, smoke, or odor emissions that:~~

~~a. *Interfere with the reasonable use and enjoyment of property, including any leasehold interest, for those persons other than that of the individual(s) conducting the open burning; or*~~

~~b. *Creates an unreasonable health hazard to persons other than that of the individual(s) conducting the open burning.*~~

~~In deciding whether conditions constitute a nuisance, a Code Enforcement Officer, Police Officer or the Fire Marshal, or his or her designee, shall exercise their best professional judgment based on the following factors:~~

~~— *Atmospheric conditions such as high winds, wind direction, heavy fog, inversion, and the air quality index;*~~

~~— *Size of the fire;*~~

~~— *Type of fuel used;*~~

~~— *Size of parcel where the fire is located;*~~

~~— *Location of the fire on a parcel;*~~

~~— *Location of structures, personal property, vegetation, or other material compared to the fire; and*~~

~~— *Amount of smoke, odor, and ash produced by the fire.*~~

~~— *Open Burning or Open Fire* shall mean any outdoor fire or outdoor smoke producing process from which air contaminants are emitted into the outdoor atmosphere. Open fires include, but are not limited to, recreational fires in containers or modified containers such as a grill or a warming type container.~~

~~(4) *Recreational fire* shall mean the noncommercial burning of approved fuel for pleasure, religious, ceremonial, cooking, or similar purposes, which is not contained in an incinerator, a grill, or a barbeque pit, and in which the total fuel area is not exceeding three feet in diameter and two feet in height.~~

~~(75)~~ *Unsafe fire* shall mean a fire which places structures, personal property, vegetation, or other material at immediate risk of accidental combustion.

~~(68)~~ *Yard trash* shall mean vegetative matter resulting from landscaping and yard maintenance operations and other such routine property clean-up activities, including but not limited to, materials such as leaves, shrub trimmings, grass clippings, palm fronds, ~~tree-cutting debris~~, and brush per ~~ChapterSection~~ 590.125(1)(m), Florida Statutes.

(b) Intent and purpose.

This Article's prohibition of open burning of household refuse, ~~recyclable material, yard waste~~, and commercial waste shall be for the purpose of reducing air pollution and dangerous conditions caused by open burning. Commercial kitchens and other commercial burning must comply with all laws, rules, and regulations applicable to those uses.

(c) ~~General~~ Prohibitions against open burning.

It shall be a violation of this Article for any person to ignite, cause to be ignited, permit to be ignited, or maintain any open fire within the city limits of the City of St. Augustine, Florida unless specifically allowed by ~~this ArticleSection~~ 590.125, Florida Statutes ~~or otherwise regulated~~ commercial and industrial activities.

(1) Disposal of ~~Yard~~, Commercial, or Household Waste Prohibited within twenty-five (25) feet from a residence and within fifty (50) feet from a paved public road.

~~(2) Disposal of Recyclable Materials Prohibited — No recyclable materials, whether commercial or residential, may be disposed of by open burning.~~

(3) Burning Ban - Except for cooking fires, no open burning shall be undertaken during periods when the Florida Forest Service has issued a burning ban.

(4) It is unlawful for any individual or group of individuals to build a warming fire, bonfire, or campfire and leave it unattended while visible flame, smoke, or emissions exist.

(5) For other than one or two-family dwellings, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony or under any overhanging portion of a structure.

(6) Compliance with Other Laws - Nothing in this section may be construed to allow open burning which violates other laws, rules, regulations, or ordinances. Where any provision of this Article imposes a restriction different from that imposed by any other laws, rules, regulations, or ordinances, the provision which is more restrictive shall apply.

(d) Exceptions to ~~the general~~ prohibitions against open burning.

The following operations and activities are exceptions to the general prohibition outlined in this article when conducted in a manner which is not a Nuisance or an Unsafe Fire:

- (1) Liquefied Petroleum Gas Devices - Grills, camp stoves, or other devices that solely burn liquefied petroleum gas, natural gas, butane, naphthalene, or other liquid fuel.
- (2) Cooking Fire - Open fires for the sole purpose of cooking food for human consumption, provided the fire:
 - a. is contained in a grill, camping stove, or similar device designed solely for cooking food; and
 - b. only burns approved fuel.
- (3) Cooking fires in approved containers, ornamental fireplaces, chimeneas, charcoal, approved liquified gas or electric grills and patio heaters are allowed at one and two-family dwellings provided they are used in accordance with their listing, applicable codes, recommended fuel, and manufacturer's instructions.
- (4) ~~Recreational or Ceremonial Fires by Organizations-~~ Fires by established organizations for recreational or ceremonial purposes, ~~such as, but not limited to, functions for Girl or Boy Scout Troops, church groups, organized youth groups, or other similar organizations,~~ provided the fire is contained and only burns approved fuel.
- (5) Recreational Fires created in approved UL containers including backyard firepits, chimeneas, and camp stoves as long as they are operated in accordance with their listed, applicable codes, recommended fuel, and manufacturer's instructions.
- (6) Community subdivision amenities with available Cooking Fire or Recreational Fire facilities utilizing approved containers, devices, and fuel in safe locations available to the residents of the community in compliance with all other requirements of this code.
- (7) Non-residential amenities with available Cooking Fire or Recreational Fire facilities utilizing approved containers, devices, and fuel in safe locations, available to members or patrons of the establishment in compliance with all other requirements of this code.
- (8) Approved burns or other activity of a government agency.
- (9) Firefighter Training - Fires for the instruction and training of firefighters, provided the burning activities are for the sole purpose of fire suppression training for liquid fires such as gasoline and jet fuel, or for structural fires. In the case of structural fires, an inspection conducted by air program personnel must be performed prior to ignition of the structure, to ensure all toxic and/or hazardous materials have been removed.

- (10) Florida Fire Prevention Code - Open burning as permitted by the Fire Marshal or his or her designee in accordance with the Florida Fire Prevention Code.

(11) These exceptions may not apply during a Florida Forest Service burn ban.

(e) Florida Forest Service authorized burn exception.

This Article shall not restrict the Florida Forest Service from authorizing and otherwise regulating broadcast burning, agricultural and silvicultural pile burning, or burning of debris from land clearing operations pursuant to Sections 590.02 and 590.125, Florida Statutes §590.02 and Fla. Admin. Code R. 5I-2, and shall not be deemed to authorize nuisance or safety determinations, or any resulting enforcement, concerning such burns by any entity other than the Florida Forest Service.

(f) Safety.

- (1) Authority to Extinguish Fires - The Fire Marshal or his or her designee, Code Enforcement Officer or Police Officer shall have the authority to extinguish or cause the extinguishment of any fire deemed a violation of this section. The Florida Forest Service has authority over any other open burns that violate Chapter 590, Florida Statute and Fla. Admin. Code R. 5I-2.
- (2) It is unlawful for any individual or group of individuals to build a warming fire, bonfire, or campfire and leave it unattended while visible flame, smoke, or emissions exist.
- (3) Anyone who violates this section commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

—Recreational/Warming/Cooking fires may be allowed pursuant to the following conditions:

—A garden hose connected to a water supply, or other fire extinguishing equipment, is readily available for use;

—The approved container or fire pit is not within ten (10) feet of any structure or combustible material unless otherwise permitted by the Fire Marshal or his or her designee;

—Recreational/Warming/Cooking fires (wood-burning fire pits, commercially manufactured propane or natural gas-fueled fire pits, and chimeneas, etc.) must have a UL approved container with a metal mesh lid, or must be a container approved by the Fire Marshal;

—The Recreational fire is attended by a competent adult;

e. Nuisance smoke is not being created; and,

f. Yard debris or trash is not being burned.

(g) Enforcement.

This Article may be enforced by any means allowed by law. All applicable remedies provided in the applicable fire code are available as well as applicable remedies provided in the Code of the City of St. Augustine, Florida, are available to the City. The Fire Marshal or his or her designee, Code Enforcement and Police Officers may enforce these provisions. Any violation of Chapter 590, Florida Statutes or Fla. Admin. Code. R 51-2, that are specifically preempted to the Florida Forest Service shall be enforced under Section 590.13 and 590.14, Florida Statutes.

(h) Civil Penalties General Penalty

Any person found guilty of violating the provisions of this section shall be punished in the manner prescribed in section 1-8 of this Code.

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

Section 3. 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 4. Effective Date. This ordinance shall become 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 W. Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: October 24, 2022

RE: **Ordinance 2022-31 – Amending the Future Land Use Map (FLUM) Designation of 110 Carver Street East from Residential Low Density to Recreation/Open Space – First Reading**

The property at 110 Carver Street East (Lots 8 and 9, Keegan's Addition to Anastasia Subdivision) is a 0.38 acre parcel that is north of Carver Street, north of the St. Augustine Yacht Club building and it has direct waterfront access to Salt Run. The property was recently donated to the City of St. Augustine for use as a sailing center. The deed of the property requires the city to amend the Future Land Use Map (FLUM) designation from Residential Low Density to Recreation/Open Space for the sailing center use. (see attached)

A companion rezoning (Ord. 2022-32) will accompany this FLUM Amendment application for consistency with the city's land development code.

On October 4, 2022, the Planning and Zoning Board (PZB) made a positive recommendation to amend the FLUM designation of 110 Carver Street East from Residential Low Density to Recreation/Open Space with the following site specific conditions;

1. a building height restriction of twenty (20) feet,
2. a limitation of twenty-five percent (25%) maximum lot coverage, and
3. a building setback requirement of fifteen (15) feet on the north side.

Please place Ordinance 2022-31 on the City Commission agenda for first reading.

If you have any questions, please let me know.



David Birchim, AICP
Assistant City Manager

ORDINANCE NO. 2022-31

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION OF APPROXIMATELY 0.38 ACRES LOCATED AT 110 CARVER STREET EAST IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT DESIGNATION OF RESIDENTIAL LOW DENSITY TO A DESIGNATION OF RECREATION/OPEN SPACE WITH SITE SPECIFIC CONDITIONS; 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 0.38 acres of land, located at 110 Carver Street E. (PIN #158730 0080), being more fully described herein, that the property's Future Land Use Map (FLUM) designation should be amended from Residential Low Density to Recreation/Open Space;

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 0.38 acres located at 110 Carver Street E. in the City of St. Augustine, and identified on the Future Land Use Map (FLUM) of the city's Comprehensive Plan 2040 as Residential Low Density, is hereby amended to the classification of Recreation/Open Space, with a site specific height restriction of twenty (20) feet, a site specific limitation of twenty-five percent (25%) maximum lot coverage and a site specific building setback requirement of fifteen (15) feet

on the north side. This property is also known as Parcel #158730 0080, 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.

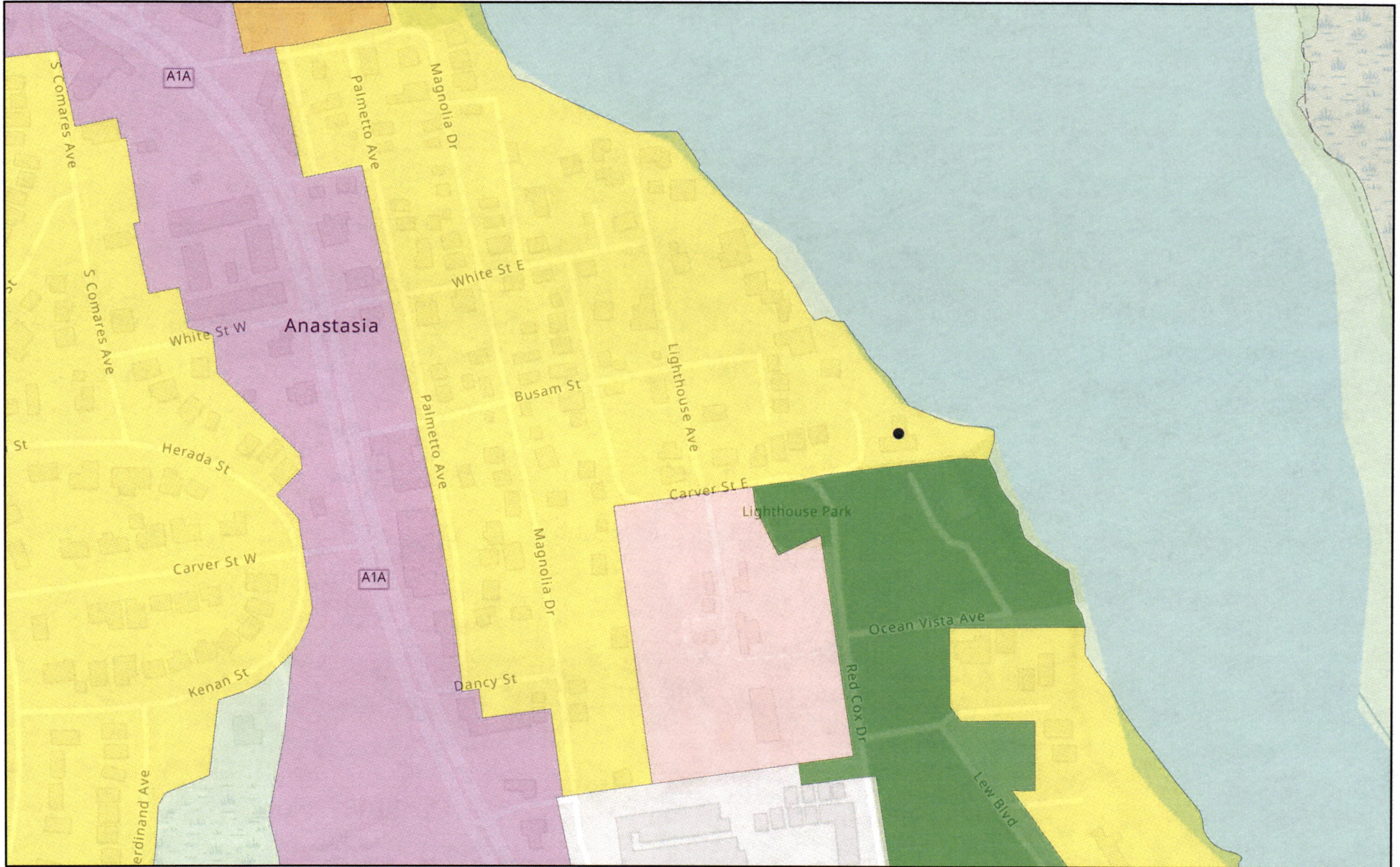
ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

ArcGIS Web Map



10/10/2022, 2:18:06 PM

Future Land Use

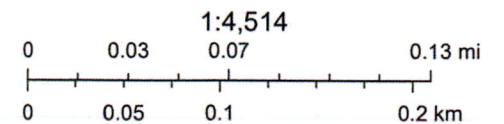
COMMERCIAL LOW INTENSITY

OPEN LAND

RECREATION / OPEN SPACE

RESIDENTIAL LOW DENSITY

RESIDENTIAL MEDIUM DENSITY



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA,

ArcGIS Web AppBuilder



Map created with St. Johns County's iMap

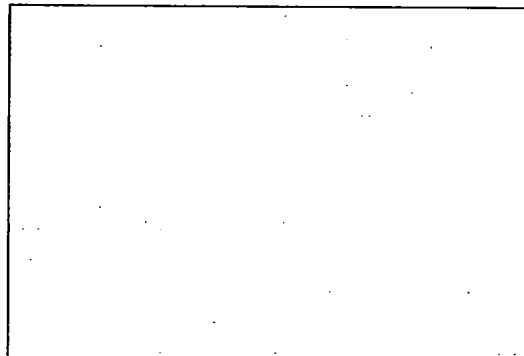
DISCLAIMER:
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.

Date Created: 10/10/2022

110 Carver Street E



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



WARRANTY DEED

THIS INDENTURE made this 4th day of August, 2022, by and between **PATRIS YC, LLC**, a Florida limited liability company, whose address is 1093 A1A Beach Boulevard, #396, St. Augustine, Florida 32080 ("GRANTOR"), and the **CITY OF ST. AUGUSTINE, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085 ("GRANTEE").

WITNESSETH:

That the said GRANTOR, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to it in hand paid by GRANTEE, the receipt of which is hereby acknowledged, has granted, bargained, and sold to GRANTEE, its heirs, successors and assigns forever, the following described land situate in St. Johns County, Florida, to wit:

LOT 8 AND 9, KEEGAN'S ADDITION TO ANASTASIA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE(S) 33, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH THAT PORTION OF CARVER STREET VACATED BY ORDINANCE No. 584 RECORDED IN DEED BOOK 186, PAGE 257 LYING ADJACENT TO LOTS 8, AND 9, KEEGAN'S ADDITION TO ANASTASIA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 33 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 158730-0000

And GRANTOR does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Subject to the following covenant and reverter:

By the execution and acceptance of this deed, GRANTEE covenants as follows: GRANTEE may only use the land, structures, and fixtures thereon for the purpose of a sailing center operated by the St. Augustine Yacht Club as a not-for-profit corporation. Should the St. Augustine Yacht Club or its not-for profit corporation be unable or unwilling to continue the operations of the sailing center in the future, GRANTEE may use the land for the purpose of a passive park.

Additionally, GRANTEE shall endeavor to amend the Future Land Use category of the property to Recreation/Open Space and to rezone the property conveyed to the Government Use zoning district as described in the municipal code of the City of St. Augustine, consistent with state law and local regulations, with time being of the essence.

In the event GRANTEE cannot amend the Future Land Use category of the property to Recreation/Open Space and amend the zoning of the property to the Government Use zoning district, the land, fixtures, and structures thereon shall revert to GRANTOR.

TO HAVE AND TO HOLD the same in fee simple forever, together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said GRANTOR, either in law or equity, to the only proper use, benefit, and behalf of the said GRANTEE.

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 same against the lawful claims of all persons whomsoever; and that the land is free of all encumbrances.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed on the date first written above.

Signed, sealed, and delivered
in the presence of:

"GRANTOR"
PATRIS YC, LLC

Witness:

By: Dail A Taylor

Its: MANAGING MEMBER

Print: Jason C. Hill

Print: DAIL A TAYLOR

Witness:

Maria E. Castillo

Print: Maria E. Castillo

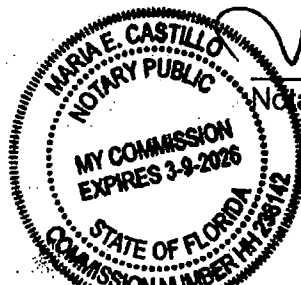
STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☒ physical presence or ☐ online notarization, Dail Taylor, who is personally known to me or who has produced Florida DL 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 4th day of August, 2022.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Isabelle Lopez, City Attorney



Maria E. Castillo
Notary Public, State of Florida

IN WITNESS WHEREOF, GRANTEE has caused this instrument to be executed on the date first written above.

Signed, sealed, and delivered
in the presence of:

"GRANTEE"
CITY OF ST. AUGUSTINE, FLORIDA

Witness:

[Signature]

Print: Richard Thibault

By: David Birchm

Its: ASSISTANT CITY MANAGER

Print: DAVID BIRCHM

Witness:

[Signature]

Print: Era L. Fountain

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, David Birchm, 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 5th day of August, 2022.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

[Signature]
Isabelle Lopez, City Attorney

[Signature]
Notary Public, State of Florida



ISABELLE C. LOPEZ
Commission # HH 047801
Expires January 26, 2025
Bonded Thru Budget Notary Services

LYING IN
GOVERNMENT LOT 2, SECTION 21, TOWNSHIP 7 SOUTH, RANGE 30 EAST
CITY OF SAINT AUGUSTINE
SAINT JOHNS COUNTY, FLORIDA

LOTS 7, 8 AND 9, KEEGAN'S ADDITION TO ANASTASIA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 8, PAGE 33, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

THAT PORTION OF CARVER STREET VACATED BY ORDINANCE NO. 564 LYING ADJACENT TO LOTS 7, 8 AND 9, KEEGAN'S ADDITION TO ANASTASIA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 33, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.



(C) CALCULATED
(F) FIELD MEASURED
(P) PLANT INFORMATION
(O) ORDINANCE 884 INFORMATION
(A) AIR CONDITIONING
(BH) BIRD HOUSE/LAND
(BW) BLACK WALL
(CL) CHAIN LINK FENCE
(CM) CONCRETE MONUMENT
(CONC) CONCRETE
(DIA) DIAMETER
(FND) FOUND
(IP) IRON PIPE
(M) METAL CRICKET FENCE
(NO ID) NO IDENTIFICATION
(O.R.) OFFICIAL RECORDS BOOK
(PAVER) CONCRETE PAVER
(PG) PAGE
(PL) PLANTER
(SQ FT) SQUARE FOOT
(TOP) TOP OF BANK
(WRF) WOOD RAIL FENCE

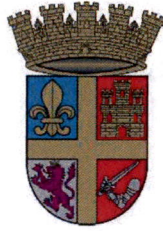
(W) WATER METER
(S) STORM MANHOLE
(P) PROPANE TANK L/D

- 1.) THE BEARINGS SHOWN NORTH (N) & (S) ARE BASED ON THE STATE OF FLORIDA STATE PLANE COORDINATE SYSTEM, LAST ZONE (9901 FIPS), NORTH AMERICAN DATE OF 1983 MADS(S)-(2011)-(epoch 2010.0000). BEARINGS ARE REFERENCED TO THE NORTHERLY RIGHT-OF-WAY LINE OF CARVER STREET, BEARING BEING NORTH 82°14'41" EAST.
- 2.) THE MEAN HIGH WATER LINE ELEVATION AS SHOWN HEREIN WAS ESTABLISHED BY EXTENDING THE MEAN HIGH WATER LINE ELEVATION SHOWN FOR MEAN HIGH WATER INTERPOLATION POINT IDENTIFICATION NUMBER 3798.
- 3.) THIS MEAN HIGH WATER LINE SURVEY COMPLIES WITH CHAPTER 177, PART II, FLORIDA STATUTES.
- 4.) NO ATTEMPT WAS MADE TO DETERMINE THE OWNERSHIP OF SUBMERGED LANDS.
- 5.) THE BENCHMARK OF ORIGIN IS NATIONAL GEODETIC SURVEY (NGS) PERMANENT IDENTIFICATION NUMBER "A0293", DESIGNATION "T 322", HAVING AN ELEVATION OF 9.44 FEET (NAV80).
- 6.) AS SCALED FROM THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBER "ST, AUGUSTINE, CITY OF 125145 0318 M", MAP NUMBER 1210903018H, REVISED SEPTEMBER 2, 2004), LAND SHOWN HEREIN IS FLOOD ZONE "X (SHADED)", "AE (EL. 9)" AND "AE (EL. 10)".
- 7.) THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT OR SEARCH OF TITLE, AND THEREFORE THE UNDERSIGNED AND R.D. RICHARDS SURVEYING, INC. MAKE NO CERTIFICATIONS REGARDING INFORMATION SHOWN OR NOT SHOWN ON THIS SURVEY PERTAINING TO EASEMENTS, RIGHTS OF WAY, ETTACK LINES, OVERLAPS, BOUNDARY LINE DISPUTES, AGREEMENTS, RESERVATIONS OR OTHER SIMILAR MATTERS WHICH MAY APPEAR IN THE ABSTRACT, OR SEARCH OF TITLE.
- 8.) THERE MAY BE OTHER MATTERS, PUBLIC AND/OR PRIVATE, AFFECTING THIS PROPERTY NOT KNOWN TO THIS SURVEYOR.
- 9.) UNDERGROUND FOUNDATIONS, UTILITIES AND/OR IMPROVEMENTS WERE NOT LOCATED.
- 10.) THE INFORMATION DEPICTED HEREIN REPRESENTS THE RESULT OF A SURVEY ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE GENERAL CONDITIONS EXISTING AT THE TIME.
- 11.) ATTENTION IS DIRECTED TO THE FACT THAT THIS DRAWING MAY HAVE BEEN REDUCED OR ENLARGED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN SCALING DATA.
- 12.) THIS SURVEY MEETS THE STANDARDS OF PRACTICE ADOPTED BY THE FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES, BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, CHAPTER 55-17 OF THE FLORIDA ADMINISTRATIVE CODE.

ROBERT D. RICHARDS
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERT. #5790
2/1/2018 | 1:28 PM EST

ROBERT D. RICHARDS SURVEYING, INC.
PROFESSIONAL SURVEYING & MAPPING
6537 C. R. 13 NORTH
SAINT AUGUSTINE, FL 32082
LICENSE BUSINESS NO. 7357

PHONE: (904) 842-0721 FAX: (904) 842-5593



CITY OF
ST. AUGUSTINE
EST. 1565
NATION'S OLDEST CITY

October 4, 2022

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

Re: Comprehensive Land Use Plan Amendment and Rezoning – 110 Carver Street E
– Case Number 2022-0067

Dear Applicant,

On Tuesday, October 4, 2022, the Planning and Zoning Board (PZB) met and discussed your application to amend the current land use of Residential Low Density to Recreation/Open Space with site-specific condition(s), and to rezone the property from Residential Single Family-one (RS-1) to Government Use (GU).

Specifically, based upon evidence presented, the PZB made positive recommendations to the City Commission regarding the proposed land use plan amendment and rezoning.

The Comprehensive Land Use Plan Amendment and Rezoning must be exercised within a period of one (1) year from the date of approval. Failure to exercise the Comprehensive Land Use Plan Amendment and Rezoning, by commencement of the use or action approved, shall render the Comprehensive Land Use Plan Amendment and Rezoning invalid.

Please contact the Planning and Building Department at 904-825-1065 for questions you may have regarding this matter.

Sincerely,

Amy McClure Skinner, AICP
Director, Planning & Building

cc: John P. Regan, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
BDAC File

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.: 2022-0067
Applicant: City of St. Augustine
Owner: City of St. Augustine
Address: 110 Carver Street E
Parcel Number: 1587300000 and 1587300080

RE: Request to amend the current land use of Residential Low Density to Recreation/Open Space with site-specific condition(s), and to rezone the property from Residential Single Family-one (RS-1) to Government Use (GU).

THE PLANNING AND ZONING BOARD HAS HEARD TESTIMONY AND EXAMINED EVIDENCE AT A PUBLIC HEARING HELD ON OCTOBER 4, 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 October 4, 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 Low Density and a zoning classification of Residential Single Family One (RS-1).
4. The above-described Comprehensive Land Use Plan Amendment and 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 the current land use of Residential Low Density to Recreation/Open Space with site-specific condition(s), and to rezone the property from Residential Single Family-one (RS-1) to Government Use (GU).

Subject to the following conditions:

- - recommend land use change with stipulations:
- - 26' height 25% lot coverage 15' setback on northern side of property
- - recommend zoning change
- _____
- _____
- _____
- _____
- _____

DONE AND ORDERED, at a public hearing on the 4 day of October, A.D., 2022, in the Alcazar Room, 75 King Street, St. Augustine, Florida.

2022-0067 REQUEST (APPROVED) / DENIED / CONTINUED

Sign Name

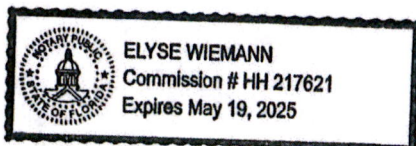
Print Name

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 A. Davis 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 4th day of October, A.D., 2022.



Elyse Wiemann
Notary Public, State of Florida



St. Johns County, FL

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](#)

Summary

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

Parcel ID	Future Year Parcel 1587300080
Location Address	110 CARVER ST E
Neighborhood	SAINT AUGUSTINE 32080-0000
Tax Description*	Keegans Addition (ICWFR) (630.42) 6-33 KEEGANS ADDITION LOTS 8 & 9 OR5621/627 <i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Municipally Owned (8900)
Subdivision	Keegan's Addition To Anastasia
Sec/Twp/Rng	21-7-30
District	City of St Augustine (District 452)
Millage Rate	19.3368
Acreage	0.380
Homestead	N

Owner Information

Owner Name	City Of Saint Augustine 100%
Mailing Address	PO BOX 210 SAINT AUGUSTINE, FL 32085-0000

Exemption Information

Exemption Type	Status	Amount
City	Future Year Exemption	\$0

Additional Exemptions: City

Valuation Information

	2022
Building Value	\$0
Extra Features Value	\$0
Total Land Value	\$0
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$0
Total Deferred	\$0
Assessed Value	\$0
Total Exemptions	\$0
Taxable Value	\$0

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

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
8/23/2022	8/4/2022	\$1,370,000.00	WARRANTY DEED	5621	627	U	I	PATRIS YC LLC	CITY OF SAINT AUGUSTINE

No data available for the following modules: 2022 TRIM Notice, 2021 TRIM Notice, Historical Assessment Information, Building Information, Sketch Information, Extra Feature Information, Land 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.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Developed by
 Schneider
 GEOSPATIAL

[Last Data Upload: 10/7/2022, 12:58:50 AM](#)

Version 2.3.224

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: October 24, 2022

RE: **Ordinance 2022-32 – Amending the Zoning of 110 Carver Street East from Residential Single Family-one (RS-1) to Government Use (GU) – First Reading**

The property at 110 Carver Street East (Lots 8 and 9, Keegan's Addition to Anastasia Subdivision) is a 0.38 acre parcel that is north of Carver Street, north of the St. Augustine Yacht Club building and it has direct waterfront access to Salt Run. The property was recently donated to the City of St. Augustine for use as a sailing center. The deed of the property requires the rezoning from RS-1 to GU for the sailing center use. (see attached)

A companion Future Land Use Map (FLUM) amendment (Ord. 2022-31) will accompany this rezoning application for consistency with the city's comprehensive plan.

On October 4, 2022, the Planning and Zoning Board (PZB) made a positive recommendation to amend the zoning of 110 Carver Street East from RS-1 to GU.

Please place Ordinance 2022-32 on the City Commission agenda for first reading.

If you have any questions, please let me know.



David Birchim, AICP
Assistant City Manager

ORDINANCE NO. 2022-32

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING APPROXIMATELY 0.38 ACRES OF PROPERTY LOCATED AT 110 CARVER STREET EAST, PID# 158730 0080 IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT CLASSIFICATION OF CITY OF ST. AUGUSTINE RESIDENTIAL SINGLE FAMILY-ONE (RS-1) TO THE CITY OF ST. AUGUSTINE CLASSIFICATION OF GOVERNMENT USE (GU); 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 0.38 acres, located on the north side of Carver Street, west of the Salt Run and identified by the St. Johns County Property Appraiser as 110 Carver Street East (PID #158730 0080) 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 0.38 acres located on the north side of Carver Street, west of Salt Run and identified by the St. Johns County Property Appraiser as 110 Carver Street East (PID# 158730 0080), is hereby rezoned from the classification of Residential Single Family-one (RS-1) to the City of St. Augustine classification of Government Use (GU), 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. 2022-31 or, if Ordinance No. 2022-31 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.

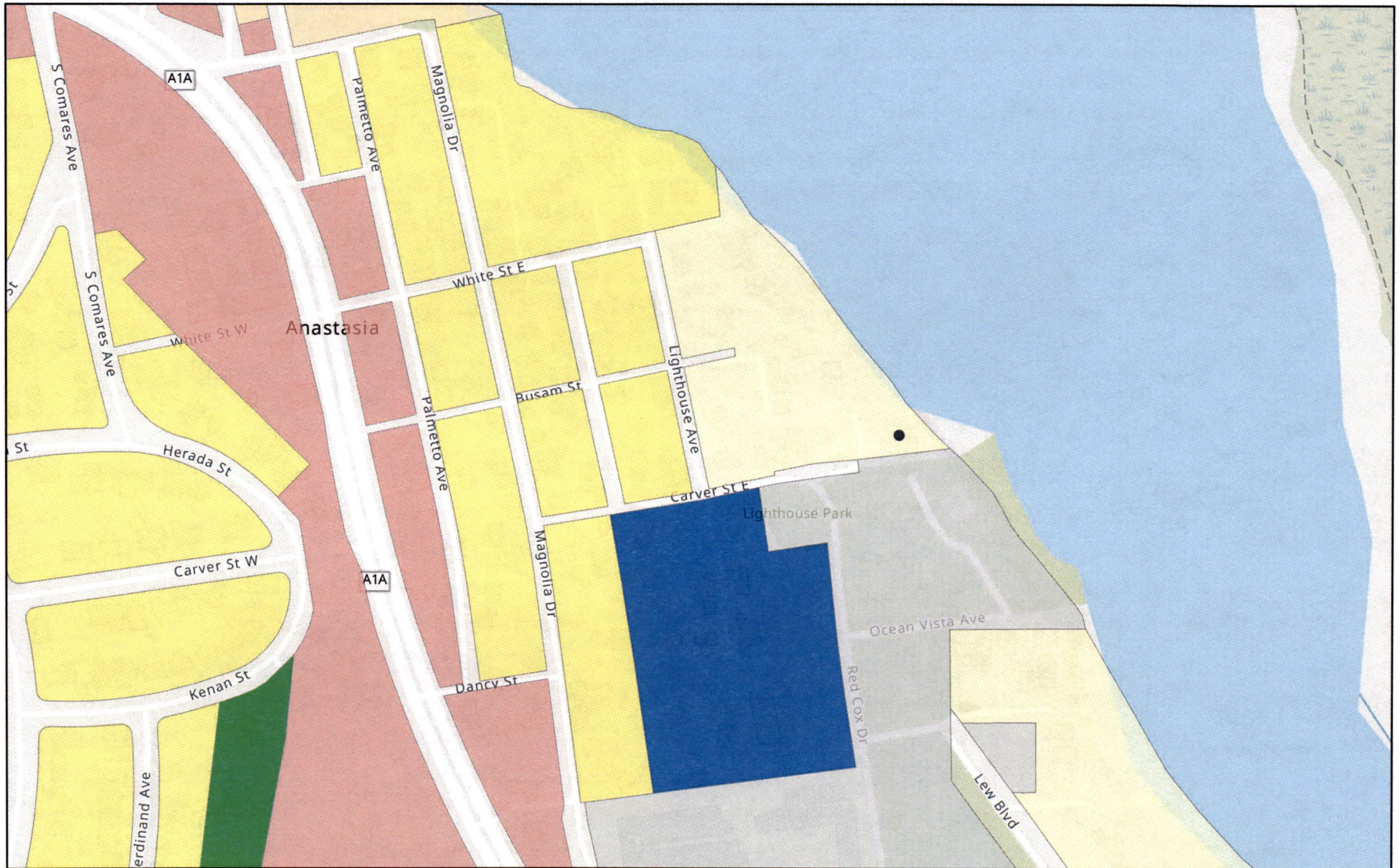
ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

ArcGIS Web Map

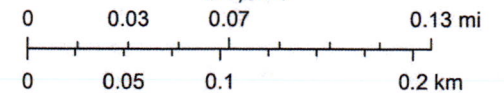


10/10/2022, 2:15:43 PM

Zoning Districts



1:4,514



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA,

ArcGIS Web AppBuilder



Map created with St. Johns County's iMap

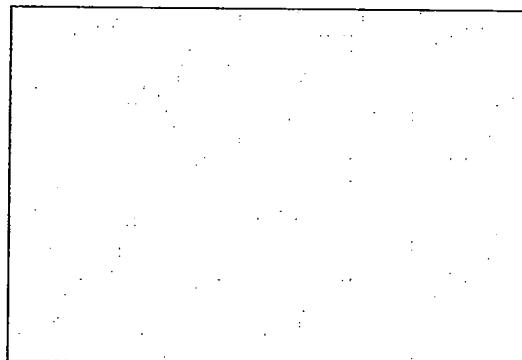
DISCLAIMER:
This map is for reference use only. Data provided are derived from multiple sources with varying levels of accuracy. The St. Johns County GIS Division disclaims all responsibility for the accuracy or completeness of the data shown hereon.

Date Created: 10/10/2022

110 Carver Street E



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



WARRANTY DEED

THIS INDENTURE made this 4th day of August, 2022, by and between **PATRIS YC, LLC**, a Florida limited liability company, whose address is 1093 A1A Beach Boulevard, #396, St. Augustine, Florida 32080 ("GRANTOR"), and the **CITY OF ST. AUGUSTINE, FLORIDA**, a Florida municipal corporation, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085 ("GRANTEE").

WITNESSETH:

That the said GRANTOR, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS to it in hand paid by GRANTEE, the receipt of which is hereby acknowledged, has granted, bargained, and sold to GRANTEE, its heirs, successors and assigns forever, the following described land situate in St. Johns County, Florida, to wit:

LOT 8 AND 9, KEEGAN'S ADDITION TO ANASTASIA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE(S) 33, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH THAT PORTION OF CARVER STREET VACATED BY ORDINANCE No. 584 RECORDED IN DEED BOOK 186, PAGE 257 LYING ADJACENT TO LOTS 8, AND 9, KEEGAN'S ADDITION TO ANASTASIA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 33 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 158730-0000

And GRANTOR does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Subject to the following covenant and reverter:

By the execution and acceptance of this deed, GRANTEE covenants as follows: GRANTEE may only use the land, structures, and fixtures thereon for the purpose of a sailing center operated by the St. Augustine Yacht Club as a not-for-profit corporation. Should the St. Augustine Yacht Club or its not-for profit corporation be unable or unwilling to continue the operations of the sailing center in the future, GRANTEE may use the land for the purpose of a passive park.

Additionally, GRANTEE shall endeavor to amend the Future Land Use category of the property to Recreation/Open Space and to rezone the property conveyed to the Government Use zoning district as described in the municipal code of the City of St. Augustine, consistent with state law and local regulations, with time being of the essence.

In the event GRANTEE cannot amend the Future Land Use category of the property to Recreation/Open Space and amend the zoning of the property to the Government Use zoning district, the land, fixtures, and structures thereon shall revert to GRANTOR.

TO HAVE AND TO HOLD the same in fee simple forever, together with all and singular tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said GRANTOR, either in law or equity, to the only proper use, benefit, and behalf of the said GRANTEE.

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 same against the lawful claims of all persons whomsoever; and that the land is free of all encumbrances.

IN WITNESS WHEREOF, GRANTOR has caused this instrument to be executed on the date first written above.

Signed, sealed, and delivered
in the presence of:

Witness:

[Signature]
Print: Jason C. Hill

Witness:

[Signature]
Print: Maria E. Castillo

"GRANTOR"
PATRIS YC, LLC

By: Dail A Taylor
Its: MANAGING MEMBER
Print: DAIL A TAYLOR

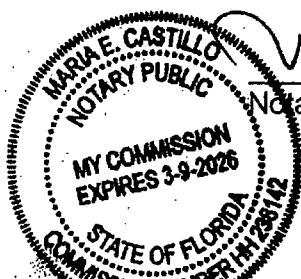
STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☒ physical presence or ☐ online notarization, Dail Taylor, who is personally known to me or who has produced Florida DL 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 4th day of August, 2022.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Isabelle Lopez, City Attorney



[Signature]
Notary Public, State of Florida

IN WITNESS WHEREOF, GRANTEE has caused this instrument to be executed on the date first written above.

Signed, sealed, and delivered
in the presence of:

"GRANTEE"
CITY OF ST. AUGUSTINE, FLORIDA

Witness:

[Signature]

Print: Richard Thibault

By: David Burchin

Its: ASSISTANT CITY MANAGER

Print: DAVID BURCHIN

Witness:

[Signature]

Print: Era C. Fountain

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, David Burchin, 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 5th day of August, 2022.

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

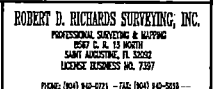
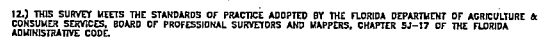
[Signature]
Isabelle Lopez, City Attorney

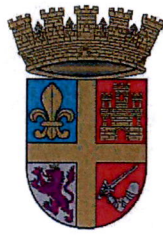
[Signature]
Notary Public, State of Florida



ISABELLE C. LOPEZ
Commission # HH 047801
Expires January 26, 2025
Bonded Thru Budget Notary Services

THAT PORTION OF CARVER STREET VACATED BY ORDINANCE NO. 584 LYING ADJACENT TO LOTS 7, 8 AND 9, KEEGAN'S ADDITION TO ANASTASIA, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 6, PAGE 33, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.





CITY OF
ST. AUGUSTINE
EST. 1565
NATION'S OLDEST CITY

October 4, 2022

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

Re: Comprehensive Land Use Plan Amendment and Rezoning – 110 Carver Street E
– Case Number 2022-0067

Dear Applicant,

On Tuesday, October 4, 2022, the Planning and Zoning Board (PZB) met and discussed your application to amend the current land use of Residential Low Density to Recreation/Open Space with site-specific condition(s), and to rezone the property from Residential Single Family-one (RS-1) to Government Use (GU).

Specifically, based upon evidence presented, the PZB made positive recommendations to the City Commission regarding the proposed land use plan amendment and rezoning.

The Comprehensive Land Use Plan Amendment and Rezoning must be exercised within a period of one (1) year from the date of approval. Failure to exercise the Comprehensive Land Use Plan Amendment and Rezoning, by commencement of the use or action approved, shall render the Comprehensive Land Use Plan Amendment and Rezoning invalid.

Please contact the Planning and Building Department at 904-825-1065 for questions you may have regarding this matter.

Sincerely,

Amy McClure Skinner, AICP
Director, Planning & Building

cc: John P. Regan, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
BDAC File

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.: 2022-0067
Applicant: City of St. Augustine
Owner: City of St. Augustine
Address: 110 Carver Street E
Parcel Number: 1587300000 and 1587300080

RE: Request to amend the current land use of Residential Low Density to Recreation/Open Space with site-specific condition(s), and to rezone the property from Residential Single Family-one (RS-1) to Government Use (GU).

THE PLANNING AND ZONING BOARD HAS HEARD TESTIMONY AND EXAMINED EVIDENCE AT A PUBLIC HEARING HELD ON OCTOBER 4, 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 October 4, 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 Low Density and a zoning classification of Residential Single Family One (RS-1).
4. The above-described Comprehensive Land Use Plan Amendment and 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 the current land use of Residential Low Density to Recreation/Open Space with site-specific condition(s), and to rezone the property from Residential Single Family-one (RS-1) to Government Use (GU).

Subject to the following conditions:

- - Recommend land use change with stipulations:
- - 26' height 25% lot coverage 15' setback on northern side of property
- - recommend zoning change
-
-
-
-
-
-

DONE AND ORDERED, at a public hearing on the 4 day of October, A.D., 2022, in the Alcazar Room, 75 King Street, St. Augustine, Florida.

2022-0067 REQUEST **APPROVED** / DENIED / CONTINUED

Sign Name

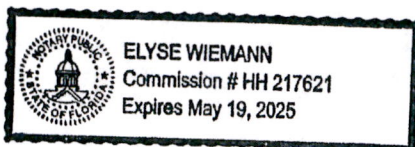
Print Name

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 A. Davis 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 4th day of October, A.D., 2022.



Elyse Wiemann
Notary Public, State of Florida



St. Johns County, FL

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](#)

Summary

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

Parcel ID	Future Year Parcel 1587300080
Location Address	110 CARVER ST E SAINT AUGUSTINE 32080-0000
Neighborhood	Keegans Addition (ICWFR) (630.42)
Tax Description*	6-33 KEEGANS ADDITION LOTS 8 & 9 OR 5621/627 <i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Municipally Owned (8900)
Subdivision	Keegan's Addition To Anastasia
Sec/Twp/Rng	21-7-30
District	City of St Augustine (District 452)
Millage Rate	19.3368
Acreage	0.380
Homestead	N

Owner Information

Owner Name	City Of Saint Augustine 100%
Mailing Address	PO BOX 210 SAINT AUGUSTINE, FL 32085-0000

Exemption Information

Exemption Type	Status	Amount
City	Future Year Exemption	\$0

Additional Exemptions: City

Valuation Information

	2022
Building Value	\$0
Extra Features Value	\$0
Total Land Value	\$0
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$0
Total Deferred Assessed Value	\$0
Total Exemptions	\$0
Taxable Value	\$0

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

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
8/23/2022	8/4/2022	\$1,370,000.00	WARRANTY DEED	5621	627	U	I	PATRIS YC LLC	CITY OF SAINT AUGUSTINE

No data available for the following modules: 2022 TRIM Notice, 2021 TRIM Notice, Historical Assessment Information, Building Information, Sketch Information, Extra Feature Information, Land 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.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

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Version 2.3.224

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: October 12, 2022

RE: **Introduction and First Reading for Ordinance 2022-33 Amending an Existing Planned Unit Development (PUD) at 333 South Ponce de Leon Boulevard.**

The proposed Rivers View Hall Planned Unit Development (PUD) is a 2.22-acre parcel located at 333 South Ponce de Leon Boulevard. This property is the current Sebastian Hotel which was built under a PUD approved in 2008.

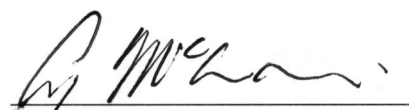
On Tuesday, October 4, 2022, the Planning and Zoning Board (PZB) reviewed an amended PUD to include dormitories as a permitted use and recommended the proposed change to the City Commission. The PZB added a stipulation stating that the section referring to parking requirements be revised to acknowledge that parking for the proposed Flagler College dorm could be provided off-site at the existing Malaga Street parking garage depending on the number of students and beds needed for the dormitory use.

The applicant articulated that the proposed change is required for Flagler College to buy the property to convert the building into a needed dorm due to difficulties finding enough housing for their students.

Please find attached Ordinance 2022-33, legal description, and proposed PUD language and exhibits. Also find attached the packet material that was presented to the PZB.

I respectfully request that this item be placed on the October 24, 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.



Amy McClure Skinner, AICP
Director, Planning and Building Department

ORDINANCE NO. 2022-33

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE ZONING FOR APPROXIMATELY 2.22 ACRES OF PROPERTY LOCATED AT 333 SOUTH PONCE DE LEON BOULEVARD (PID# 119350-0000), 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 a parcel of property containing approximately 2.22 acres located at 333 South Ponce de Leon Boulevard (PID# 119350-0000), 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 2.22 acres located at 333 South Ponce de Leon Boulevard (PID# 119350-0000), 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)

EXHIBIT "A"

Legal Description

PARCEL 1

Lots 30 and 31, Block "F", WILDWOOD PARK, according to map or plat thereof recorded in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

Lots 32 and 33, Block "F", WILDWOOD PARK, according to map or plat thereof recorded in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

PARCEL 2

Lots 34 and 35, Block "F" of WILDWOOD PARK COMPANY'S SUBDIVISION of New St. Augustine, as shown by the replat of Blocks "F" and "G" of said Subdivision made by Peter Kendrick and filed and recorded on the 15th day of November, 1923, in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

PARCEL 3

Lots 36 and 37, Block "F" of WILDWOOD PARK COMPANY'S SUBDIVISION of New St. Augustine, as shown by the replat of Blocks "F" and "G" of said Subdivision made by Peter Kendrick and filed and recorded on the 15th day of November, 1923, in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

PARCEL 4

Lots 38, 39, 40, and 41, in Block "F" of WILDWOOD PARK COMPANY'S SUBDIVISION of New St. Augustine, as shown by the replat of Blocks "F" and "G" of said Subdivision made by Peter Kendrick and filed and recorded November 15, 1923, in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

Lots 42 and 43 of Block "F" of the amended plat of Blocks "F" and "G" of WILDWOOD PARK, according to the plat thereof recorded in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

Lots 44 and 45 of Block "F" of the amended plat of Blocks "F" and "G" of WILDWOOD PARK, according to the plat thereof recorded in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

Rivers View Hall Planned Unit Development

City of St. Augustine, Florida

August 16, 2022

Revised October 12, 2022

Team Roster

Owner:

Sebastian Hotel, LLC
333 S. Ponce de Leon Boulevard
St. Augustine, Florida 32084

Applicant:

Flagler College, Inc.
Beth Sweeny
74 King Street
St. Augustine, Florida 32084

Legal/Authorized Agent for Owner:

Rogers Towers, P.A.
Ellen Avery-Smith, Esq.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
(904) 825-1615

Exhibit List:

Exhibit "A" – Legal Description of the Property
Exhibit "B" – Site Plan
Exhibit "C" – Architectural Elevations
Exhibit "D" – Public Facility Impact Analysis

**AMENDED AND RESTATED RIVERS VIEW HALL PLANNED UNIT
DEVELOPMENT
(f/k/a Rivers View Hotel PUD)**

A. Purpose and Intent.

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.

The purpose of this application is to modify the development plan for the Rivers View Hotel PUD (Ordinance No. 2008-02) (the “**Original PUD**”) to allow hotel rooms and related amenities located within the existing buildings on the site either (i) to be used as hotel rooms in their existing configuration, or (ii) to be converted for use as dormitory rooms for Flagler College. The exteriors of the existing buildings will not be materially altered but may be painted or otherwise changed on the surface to appear more conformance with other buildings owned or leased by Flagler College.

The Original PUD provided for 95 hotel rooms and supporting amenities in two buildings on approximately 2.25 acres located at 333 South Ponce de Leon Boulevard, St. Augustine (the “**Property**”). Ancillary approved uses included a restaurant/breakfast space, conference and meeting rooms, and recreational and exercise facilities. The maximum approved building height was 50 feet, as measured from the base flood elevation to the top of the occupied space (i.e., the highest point of the interior ceiling (the “**Habitable Space**”). Appurtenances placed above the Habitable Space and not intended for human occupancy were approved to be constructed to a maximum height of 68 feet, four (4) inches (the “**Overall Building Height**”). A hotel was constructed on the Property, in conformance with the Original PUD, and is in operation today.

Flagler College proposes to purchase the Property and convert the existing buildings to dormitory use, with student rooms, dining facilities, an exercise room and other recreational facilities, and other amenities typically found in college dormitory buildings. No changes are proposed to the exteriors of the buildings except to repaint, relandscape or otherwise change the appearance of the buildings to be more in conformance with other buildings owned or leased by the College. In the event Flagler College does not purchase the Property or in the future needs to sell the Property or otherwise change its use, the owner would like to retain the right for the buildings to be used for hotel rooms and related amenities.

The PUD text incorporates site-specific regulations to address development and topographic conditions and transitioning land uses. The PUD text, 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 333 South Ponce de Leon Boulevard, St. Augustine. The Property has St. Johns County Parcel Identification No. 119350-0000. A legal description of the Property is attached as **Exhibit “A”**. The Property includes approximately 2.25 acres.

2. Owner, Applicant and Agent

The owner of the Property is Sebastian Hotel, LLC (the “**Owner**”). The Applicant is Flagler College, Inc. (“**Applicant**” or the “**College**”). The agent for the Owner and Applicant is Ellen Avery-Smith, Esq., Rogers Towers, P.A. (the “**Agent**”). Addresses for the Owner, Applicant 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 Residential Low Density Mixed Use. The FLUM category allows the uses proposed in this PUD Ordinance.

The Original PUD allows for development of a 95-room hotel, restaurant/breakfast space, conference and meeting rooms, and recreational and exercise facilities. Parking was provided in 98 parking space, with four (4) handicapped spaces. A hotel was constructed and has been operating on the Property for a number of years.

4. Summary of Proposed Development

The Owner and Applicant are proposing to amend and restate the development plan of the Original PUD (i) to allow the hotel use in its existing configuration, and (ii) to permit the conversion of the existing buildings to dormitories, with student rooms, dining facilities, exercise room and other recreational facilities, and other amenities typically found in college dormitory buildings. No changes are proposed to the exteriors of the buildings, except to repaint, relandscape or otherwise change the appearance of the buildings to be more in conformance with other buildings owned or leased by the College.

The proposed development plan reflects the College’s increasing need for additional on and near-campus student housing for currently enrolled students. The College needs additional housing for students because of increasing rental rates in the City and its surroundings and the growing number of vacation rental homes in the downtown area near the College. A site plan depicting the locations of the existing buildings either to be used as hotel rooms or to be converted to dormitory use is attached as **Exhibit “B”** (the “**Site Plan**”). City staff shall be permitted to approve minor deviations from the Site Plan to allow changes to the appearance of

the exteriors of the buildings to be more in conformance with the look of other buildings owned or leased by the College.

The Property includes approximately 2.15 acres of uplands and 0.1 acres of wetland.

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

1. 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 Original PUD Property has a FLUM designation of Residential Low Density Mixed Use.

City Comprehensive Plan Future Land Use Element (“FLUE”) 6.4.5 states that Residential Low Density Mixed Use areas include those neighborhoods designated for single and multiple-family dwellings and uses, as well as those non-residential uses compatible with and complementary to low-density residential uses, so as to create and maintain a mixed low density residential character. A maximum of fifty percent (50%) of the Residential Low Density Mixed Use land use designation shall be allocated for non-residential uses. Non-residential uses shall be limited to low intensity commercial, public and institutional uses including schools consistent with the Public Schools Facilities Element, recreation and Open Land (Conservation) as appropriate. Public and institutional uses are limited to the density and intensity of the most restrictive adjacent land use. In the case of the Property, the adjacent land uses are all commercial and designated with a Commercial Medium Intensity FLUM designation.

FLUE Objective 5 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 Rivers View Hall project is a residential dormitory PUD, with the option to continue the use of the existing buildings as hotel rooms, and will connect to existing utilities and other infrastructure, which are already serving the Property. The Property is located adjacent to Ponce de Leon Boulevard/U.S. Highway 1, which is a public road. The project will provide parking for boarding student residents with vehicles. These residential students will no longer be commuting to campus, thus reducing traffic as they can walk and bike around the campus and to the city center.

FLUE Policy 1.1.1 and Conservation and Coastal Management (“CCM”) Policy 1.3.1 require the City to use the latest version of the Flood Insurance Rate Maps promulgated by the Federal Emergency Management Agency (“FEMA”) to determine the location of the 1 percent or 100-year floodplain and flood prone areas of the City and to require development within such areas to be constructed so that the lowest floor elevation is at least one foot above the base flood elevation established by FEMA. The Rivers View Hall will be operated in conformance with the aforementioned requirement, as detailed in Section 3.c of this text. The project will also comply with FLUE Policies 1.1.10 and 1.1.11 and FLUE Objective 4.3 with respect to stormwater, drainage and construction to address sea level rise.

FLUE Policy 1.1.4 requires the City to ensure that adequate open space is provided through landscaped buffers, areas devoted to drainage and stormwater retention and landscaping requirements. The project will provide all of the aforementioned open space.

FLUE Policy 2.2.1, FLUE Goal 5 and its related policies and FLUE Goal 8 require the City to encourage and prioritize redevelopment and development of enclaves within developed areas to utilize existing facilities efficiently and reduce urban sprawl. FLUE Policy 2.2.1 and FLUE Goal 5 require the City to prioritize infill, redevelopment and mixed-use developments, as well as compact and contiguous developments. FLUE Policies 5.1.2, 5.4.2, 5.5.3 and 6.1.5 encourage the City to achieve infill development through the use of higher density and intensity land use designations and mixed-use designations. This project accomplishes all of these goals by providing higher-density infill housing for the College's existing students within walking distance of the City's downtown core, consistent with the Property's Residential Low Density Mixed Use future land use designation, and utilizing existing infrastructure where capacity to serve the project is available.

FLUE Objective 5.2 and its related policies require new development to encourage principles that minimize the emission of greenhouse gases and reduce vehicle miles of travel, as opposed to conventional development patterns that encourage urban sprawl. The project meets these requirements by providing an infill development near the downtown core where students can park their cars and walk, bike or use publicly available transit to travel to the College and around the City. The design is pedestrian-friendly and is interconnected with the City's street network.

The Transportation and Mobility Element ("TME") 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 near downtown St. Augustine, within walking distance of most destinations. Student residents can park their cars in the designated campus parking facilities and walk and bike to destinations throughout downtown. Ample parking will be available at and in proximity of the Property, as explained below.

TME Objective 1.6 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 PUD is connected to downtown St. Augustine and Lincolnville by roadways, bikeways and pedestrian systems.

The Infrastructure Element requires the provision of sanitary sewer, potable water and solid waste services to support intended development. The existing buildings that will comprise Rivers View Hall are connected to the City's existing sanitary sewer and potable water systems. The building expansion will meet all applicable levels of service for these facilities/services and will make any improvements to existing facilities needed to serve the project, in conformance with the requirements of the City Code. The project will use water-wise

landscaping where practicable. The project will also utilize City solid waste services. The Stormwater Management Sub-Element requires developments to provide its own stormwater management system. The project will comply with this requirement.

TME Policies 1.3.3 and 1.3.4 require the City to encourage infill development in the existing urban area of the City and to recognize that “certain roadway corridors will be congested, and that congestion will be addressed by other means than solely considering adding capacity for single occupant vehicles.” The project meets this goal by providing infill development near the downtown core and providing student residents with transportation options other than single vehicles.

TME Policy 3.4.2 requires the City to establish policies that allow for a private development to conduct a shared parking plan and program for redevelopment. The project has proposed such a shared parking plan for the project, which will provide the “park once” environment sought by TME Objective 3.4.

Housing Element Goals 1 and 5 and their related policies and objectives encourage the City to promote quality housing through reuse of existing buildings and assist the private sector in providing adequate housing to meet current and future needs. The project meets these requirements by providing, quality housing near the downtown core for current students.

The CCM 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. Conservation and Coastal Management Policy 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 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. Section 11-27 of the Code states that Conservation Overlay Zone 3 is comprised of uplands and urban/residential areas which are inland from Zones 1 and 2, and which require special environmental consideration. The existing buildings located on the Property that will be converted to use as dormitories for Flagler College have already undergone COZ review and no additional COZ review is needed.

2. 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.

3. 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 Owner and Applicant desire to amend the Original PUD for the Property in order to provide an updated development plan that more fully meets current and future needs of the City in this area. The following development standards shall apply to the Property:

a. Allowable uses: Allowable uses within the Property shall include:

(i) Student dormitory housing with a maximum of 95 rooms, and on-site surface parking to accommodate the use. The student housing facility shall have exercise areas on the Property and access to all recreational facilities at the College (all of which are off-site) including, without limitation, a swimming pool, indoor gymnasium and fitness center, student center recreational room and other facilities. The project includes walking paths that connect to sidewalks along Ponce de Leon Boulevard and King Street for students' enjoyment.

(ii) Hotel with a maximum of 95 rooms and related amenities, and on-site surface parking to accommodate the use.

All accessory uses and structures allowed by Section 28-348 of the Code in effect at the time of approval of the PUD, including but not limited to recreational and other amenities to serve the development.

The locations of the proposed uses are depicted on the Site Plan, Exhibit "B". The Site Plan depicts the existing buildings located on the Property.

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

1. A minimum of five (5) feet from each property line; and 25 feet from the wetland jurisdictional line on the east side of the site. Sidewalks, landscaped areas and other horizontal improvements shall be permitted within these setbacks.

2. There shall be no building setbacks required within the interior of the Property.

c. Maximum building height: Buildings shall not exceed the Overall Building Height of 68 feet, four (4) inches. The buildings have already been constructed on the Property, pursuant to Ordinance No. 2008-02.

d. Minimum lot size: None.

e. Minimum lot width: None.

f. Maximum lot coverage: 50 percent for the Property.

g. Site Plan Details: The Site Plan is attached as Exhibit "B". Minor adjustments to parking locations shall be permitted during site

redevelopment per engineering plans approved by the City. Any such minor adjustments must comply with the requirements of this PUD text.

- h. Parking: ~~The~~ Parking for the PUD ~~shall include~~ will be provided in the 98 parking spaces and four (4) handicap spaces located on the Property. In the event the Property is used for Flagler College dormitory rooms, additional parking can be provided in the nearby Malaga Street parking garage owned by Flagler College.
- i. Signage: Project signage will meet applicable Code provisions.
- j. Roads: There are no roadways within the Property. Driveways within the Property will be owned and maintained by the Owner. The surface parking lots that serve the dormitory units may be access controlled.
- k. Sidewalks: A sidewalk is located along Ponce de Leon Boulevard. The project will include internal sidewalks to connect to the external sidewalks. Primary pedestrian connections will be from Ponce de Leon Boulevard.
- l. Bicycles/Multi-Modal: Bicycle racks will be provided within the Property.
- m. Stormwater: The Owner will own and operate a stormwater management system for the development, in compliance with applicable City and St. Johns River Water Management District (“**District**”) requirements.
- n. Lighting. Project lighting shall comply with applicable Code provisions.
- o. Accessory Uses. Project accessory uses shall comply with applicable Code provisions.
- p. Temporary Uses. Project temporary uses shall comply with applicable Code provisions.
- q. Utilities: Project shall comply with applicable Code requirements. Stormwater will be provided pursuant to a permit issued by the District.
- r. Landscaping: Project landscaping will comply with all applicable Code provisions.
- s. Architectural Style: The existing buildings will be used in their current configuration, as depicted on elevations attached hereto as **Exhibit “C”**.
- t. Tree Mitigation: Any project tree removal and replacement will comply with applicable provisions of Code Chapter 25, Article III.
- u. Conservation Overlay Zone Development: Chapter 11, Article II, Sections 11-26 through 11-30 of the Code set forth criteria for development within COZs. The Property is within COZ 3, and any redevelopment of the Property will comply with applicable provisions of Sections 11-26 through 11-30. Ordinance No.

2008-02 included approvals for Conservation Overlay Zone 1, 2 and 3 zones within the Property, including the construction of a retaining wall adjacent to jurisdictional wetlands in COZ 1; removal of existing structures, construction of a hotel building of a width greater than 75 feet, and construction of fencing, a storage building and dumpster enclosure in COZ 2; and removal of certain trees located in COZ 3. The aforementioned improvements have already been made to the Property.

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

The Rivers View Hall PUD complies with Code Section 28-286 by:

- a. Promoting more efficient and economic use of land by offering urban infill redevelopment where students can live on-site and within walking distance of the Flagler College campus.
- b. Encouraging a more compatible and harmonious development of contiguous lands by changing uses under an already approved and developed project.
- c. Providing flexibility to meet changing needs, technologies, economics and consumer preferences in the Site Plan and this text.
- d. Providing a process to assess a redevelopment's impact on the proposed site, the surrounding neighborhoods or areas, and the city as a whole.
- e. Providing an environment of consistent character compatible with the surrounding areas.
- f. 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.

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

As stated in Section C.3 hereof, the allowable uses within the Property shall be student housing of a maximum of 95 dormitory rooms or a hotel with a maximum of 95 guest rooms. A Site Plan depicting the locations of the proposed land use is attached as **Exhibit "B"**, Site Plan. The proposed uses are permitted in the proposed Residential Low Density Mixed Use 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 Rivers View Hall project include:

- a. Utilizing existing infrastructure at no cost to the City.

- b. Providing much-needed housing for College students in the downtown core, thereby reducing the number of students who rent homes in the Lincolnville, Model Land and other neighborhoods. **This will make much-needed long-term rental housing available to non-student City residents in the downtown area.**
- c. The reduction of competition for the little long-term rental housing downtown should help reduce rental rates for such housing. At present, rental rates for apartments and other long-term rental housing ranges from \$1,300 to \$2,400 per month for apartments and \$2,300 or more per month for houses (with very few houses or apartments available for rent).
- d. Allowing currently enrolled students to board near campus, which **will limit daily commuters and thus reduce traffic in downtown St. Augustine overall.**
- e. Allowing students to live and work in and near the downtown St. Augustine and Lincolnville areas, thus reducing traffic in downtown St. Augustine and providing student workers at downtown businesses.

6. 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 Rivers View Hall project has already been constructed. The Owner and Applicant will have three (3) years from the date on which the City Commission approves this PUD to make exterior improvements to the buildings as noted herein.

7. 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 Applicant will provide for the operation and maintenance of project infrastructure.

8. 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.

This PUD shall terminate ten (10) years from its adoption by the City Commission unless otherwise extended or amended pursuant to the Code or Florida law.

9. 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 proposed underlying FLUM designation of the Property.

10. **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.**

There are existing buildings located on the Property so there should be no additional public facility impacts.

11. **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.

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

1. **Density of development.** The Property will include a maximum of 50 percent lot coverage by buildings.

2. **Open space.** The project will include a minimum of 10 percent of open space, as depicted on the Site Plan.

3. **Waiver of yard, dwelling unit, frontage criteria and use restriction.** None.

4. **Management and maintenance of open space areas.** Any common property within the Property will be owned, operated and maintained by the Applicant.

5. **Community facilities.**

a. **All utility facilities proposed for dedication to St. Augustine must be acceptable by the city as to the size, shape and location, and shown by the applicant to be of benefit to the general public.**

The project will connect to existing City utility lines and will make improvements to such systems to the extent required solely to serve the project. The Applicant will work with the City regarding any proposed dedication of utility lines, in compliance with applicable Code requirements.

b. **All requirements for off-street parking and loading shall apply to the PUD unless otherwise waived or modified.**

See Section C.3.h for parking requirements.

c. **Access and circulation shall adequately provide for firefighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal.**

The project will provide adequate access and circulation for emergency and other access, including access for large vehicles.

d. **Provide for underground installation of utilities, including telephone, power and cable television in both public and private rights-of-way. Provisions shall be made for acceptable design and construction of storm sewer facilities, including grading, gutters, piping and treatment of turf to handle stormwater and prevent erosion and formation of dust.**

The project will provide for underground utilities to the extent practicable.

e. **Specifications for street design, publicly used driving and access aisles, sidewalks and pedestrian walkways, including those providing interconnectivity between phases of the PUD or between the PUD and adjacent properties, shall conform to the rules and regulations adopted by the City of St. Augustine.**

See Section C.3 for street and sidewalk design criteria. The Site Plan shows interconnectivity within the Property and with adjacent lands.

f. ***General development patterns.* Residential subdivisions and mixed-use subdivisions shall provide a master tree plan, a master stormwater plan, an overall signage plan, any applicable overall design standards, descriptions of interconnectivity between areas within the PUD and connections to areas outside of the PUD proper, and general descriptions of how the PUD will create a sense of place.**

Not applicable.

E. **Ownership Agreement.**

The Owner, on behalf of itself and its successors and assigns, hereby agrees and stipulates 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 Owner also agrees to comply with all conditions and safeguards established by the St. Augustine City Commission with respect to this Planned Unit Development application.

Sebastian Hotel, LLC, a Florida limited liability company

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

Exhibit "A"

Legal Description of the Property

Exhibit “B”

Site Plan

EXHIBIT “C”

Architectural Elevations – Existing Buildings

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

TO: Planning and Zoning Board

DATE: October 4, 2022

RE: **REZONING 2022-0059**

AGENDA ITEM	9(a)
APPLICANT	Ellen Avery-Smith Esq. c/o Rogers Towers, P.A.
OWNER	Sebastian Hotel, LLC
LOCATION	333 S Ponce de Leon Boulevard / PID 119350-0000
REQUEST	To modify the development plan for an existing Planned Unit Development (PUD) to allow the existing buildings located on the site to be used as dormitories for Flagler College with related amenities and to retain a hotel use as an allowed use in the PUD.
LAND USE	Residential Low Density / Mixed Use
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 the addition of dormitories as an existing use within the existing PUD.

City Comprehensive Plan Future Land Use Element ("**FLUE**") 6.4.5 states that Residential Low Density Mixed Use areas include those neighborhoods designated for single and multiple-family dwellings and uses, as well as those non-residential uses compatible with and complementary to low-density residential uses, so as to create and maintain a mixed low density residential character. A maximum of fifty percent (50%) of the Residential Low Density Mixed Use land use designation shall be allocated for non-residential uses. Non-residential uses shall be limited to low intensity commercial, public and institutional uses including schools consistent with the Public Schools Facilities Element, recreation and Open Land (Conservation) as appropriate. Public and institutional uses are limited to the density and intensity of the most restrictive adjacent land use. In the case of the Property, the adjacent land uses are all commercial and designated with a Commercial Medium Intensity FLUM designation.

FLUE Objective 5 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 Rivers View Hall project is a residential dormitory PUD, with the option to continue the use of the existing buildings as hotel rooms, and will connect to existing utilities and other infrastructure, which are already serving the Property. The Property is located adjacent to Ponce de Leon Boulevard/U.S. Highway 1, which is a public road. The project will provide parking for boarding student residents with vehicles. These residential students will no longer be commuting to campus, thus reducing traffic as they can walk and bike around the campus and to the city center.

FLUE Policy 1.1.1 and Conservation and Coastal Management ("**CCM**") Policy 1.3.1 require the City to use the latest version of the Flood Insurance Rate Maps promulgated by the Federal Emergency Management Agency ("**FEMA**") to determine the location of the 1 percent or 100-year floodplain and flood prone areas of the City and to require development within such areas to be constructed so that the lowest floor elevation is at least one foot above the base flood elevation established by FEMA. The Rivers View Hall will be operated in conformance with the aforementioned requirement, as detailed in Section 3 .c of this text. The project will also comply with FLUE Policies 1.1.10 and 1.1.11 and FLUE Objective 4.3 with respect to stormwater, drainage and construction to address sea level rise.

FLUE Policy 1.1.4 requires the City to ensure that adequate open space is provided through landscaped buffers, areas devoted to drainage and stormwater retention and landscaping requirements. The project will provide all of the aforementioned open space.

FLUE Policy 2.2.1, FLUE Goal 5 and its related policies and FLUE Goal 8 require the

City to encourage and prioritize redevelopment and development of enclaves within developed areas to utilize existing facilities efficiently and reduce urban sprawl. FLUE Policy 2.2.1 and FLUE Goal 5 require the City to prioritize infill, redevelopment and mixed-use developments, as well as compact and contiguous developments. FLUE Policies 5.1.2, 5.4.2, 5.5.3 and 6.1.5 encourage the City to achieve infill development through the use of higher density and intensity land use designations and mixed-use designations. This project accomplishes all of these goals by providing higher-density infill housing for the College's existing students within walking distance of the City's downtown core, consistent with the Property's Residential Low Density Mixed Use future land use designation, and utilizing existing infrastructure where capacity to serve the project is available.

FLUE Objective 5.2 and its related policies require new development to encourage principles that minimize the emission of greenhouse gases and reduce vehicle miles of travel, as opposed to conventional development patterns that encourage urban sprawl. The project meets these requirements by providing an infill development near the downtown core where students can park their cars and walk, bike or use publicly available transit to travel to the College and around the City. The design is pedestrian-friendly and is interconnected with the City's street network.

The Transportation and Mobility Element ("TME") 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 near downtown St. Augustine, within walking distance of most destinations. Student residents can park their cars in the designated campus parking facilities and walk and bike to destinations throughout downtown. Ample parking will be available at and in proximity of the Property, as explained below.

TME Objective 1.6 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 PUD is connected to downtown St. Augustine and Lincolnville by roadways, bikeways and pedestrian systems.

The Infrastructure Element requires the provision of sanitary sewer, potable water and solid waste services to support intended development. The existing buildings that will comprise Rivers View Hall are connected to the City's existing sanitary sewer and potable water systems. The building expansion will meet all applicable levels of service for these facilities/services and will make any improvements to existing facilities needed to serve the project, in conformance with the requirements of the City Code. The project will use water-wise landscaping where practicable. The project will also utilize City solid waste services. The Stormwater Management Sub-Element requires developments to provide its own stormwater management system. The project will comply with this requirement.

TME Policies 1.3.3 and 1.3.4 require the City to encourage infill development in the existing urban area of the City and to recognize that "certain roadway corridors will be congested, and that congestion will be addressed by other means than solely considering adding capacity for single occupant vehicles." The project meets this goal by providing infill development near the downtown core and providing student residents with transportation options other than single vehicles.

TME Policy 3.4.2 requires the City to establish policies that allow for a private development to conduct a shared parking plan and program for redevelopment. The project has proposed such a shared parking plan for the project, which will provide the "park once" environment sought by TME Objective 3.4.

Housing Element Goals 1 and 5 and their related policies and objectives encourage the City to promote quality housing through reuse of existing buildings and assist the private sector in providing adequate housing to meet current and future needs. The project meets these requirements by providing quality housing near the downtown core for current students.

The CCM 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. Conservation and Coastal Management Policy 1.1 requires the City to maintain three (3) Conservation Overlay Zones ("**COZs**"). Conservation Overlay Zone I allows passive recreation, wildlife preservation and conservation areas, green space, and fishing piers and other water dependent uses, including boat ramps and marinas. Conservation Overlay Zone 2 allows for all of the uses within Zone I, 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 I 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. Section 11-27 of the Code states that Conservation Overlay Zone 3 is comprised of uplands and urban/residential areas which are inland from Zones I and 2, and which require special environmental consideration. The existing buildings located on the Property that will be converted to use as dormitories for Flagler College have already undergone COZ review and no additional COZ review is needed.

STAFF SUMMARY AND ANALYSIS

The applicant's application states that the modification to the PUD is reflective of "Flagler College's need for additional student housing due to increasing rental rates in the City and its surroundings." Flagler College proposes to purchase the Property and convert the existing buildings to dormitory use, with student rooms, dining facilities, an exercise room and other recreational facilities, and other amenities typically found in college dormitory buildings. The applicant states that the reason for retaining the use of a hotel in the PUD language is in the event Flagler College does not purchase this property or in the future decides to sell it.

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

August 17, 2022

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

RECEIVEDAUG 24 2022 *AS*

Planning / Building Dept.

**Re: Flagler College/Application for Planned Unit Development Modification -
REVISED**

Dear Amy:

Our client, Flagler College, Inc. (the "College"), is the contract purchaser of the property located at 333 S. Ponce de Leon Boulevard, St. Augustine, Florida 32084 (the "Property"). The existing Sebastian Hotel is located on the Property.

The College would like to modify the existing Planned Unit Development ("PUD") for the Property, called the Rivers View Hotel PUD, Ordinance No. 2008-02, to allow either the conversion of the existing hotel buildings located on the site to dormitory use for its students, or for the existing hotel use to continue on the site. No changes are proposed to the site plan approved by the City Commission in Ordinance No. 2008-02.

To that end, enclosed is an application to modify the Rivers View Hotel PUD (changing the name to Rivers View Hall), along with updated PUD text, the approved site plan and other supporting documents, as well as an application fee check in the amount of \$400.00, payable to the City of St. Augustine.

We look forward to working with you and your colleagues on this application.

Sincerely yours,


Ellen Avery-Smith

cc: John Delaney
Laura Stevenson
Beth Sweeny



CITY OF ST AUGUSTINE APPLICATION TO PLANNING AND ZONING BOARD

Application Fee: \$400 (plus advertising costs) Project Number: 2022-0059
 Receipt Number: 2445668 Meeting Date: Oct. 4, 2022
 Advertising Costs: \$ _____ Paid On: _____ Receipt Number: _____

1. NAME OF APPLICANT: Ellen Avery-Smith, Esq. Contact Number: 904-825-1615
 Business (if applicable): Rogers Towers, P.A.
 Address: 100 Whetstone Place, Ste. 200 City: St. Augustine State: Florida Zip: 32086
 E-Mail Address: eaverysmith@rtlaw.com
2. NAME OF PROPERTY OWNER: Sebastian Hotel, LLC Contact Number: _____
 Business (if applicable): _____
 Address: 812 North 4th Street City: Bruce State: Wisconsin Zip: 54819
 E-Mail Address: _____
3. LEGAL DESCRIPTION OF PROJECT PROPERTY:
 Lot: 30-45 Block: F
 Subdivision: Wildwood Park Parcel Number: 119350-0000
4. PROJECT STREET ADDRESS: 333 S. Ponce de Leon Boulevard
5. SPECIFIC PROPOSED USE: Modify the development plan for existing PUD (Ord. No. 2008-02) to allow the existing buildings located on the site to be used as dormitories with related amenities, as well as retaining the existing hotel use.
6. ACTION REQUESTED: _____
☐ Conservation Zone Development ☐ Appeal of Staff Determination
☐ Exception ☐ Land Use Plan Amendment
☐ Variance ☒ Rezoning
☒ Other: See specific proposed use (#5).
7. DESCRIPTION OF ACTION REQUESTED: Flagler College, Inc. ("Applicant") is the contract purchaser of the project property. The Owner and the Applicant seek to modify the development plan for the existing Rivers View Hotel PUD (Ord. No. 2008-02) to allow the existing buildings located on the site to be used as dormitories with related amenities for Flagler College as well as retaining the existing hotel use.
8. JUSTIFICATION FOR ACTION REQUESTED: The proposed project reflects Flagler College's need for additional student housing due to increasing rental rates in the City and its surroundings.

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.

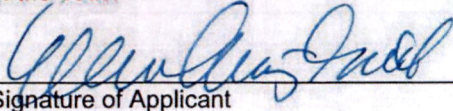
11. **AGREEMENT:**

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.

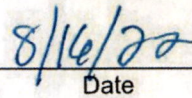
Application must be signed by both applicant and property owner if different. Letter of authorization must be submitted in absence of the property owner's signature or where an authorized agent signs in lieu of either property owner or applicant.

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



Date

Signature of Property Owner

Date

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.

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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

Date

Alexander Samandzia

8/15/22

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.

Ellen Avery-Smith
Print name of applicant

Ellen Avery-Smith
Signature of applicant

8/16/22
Date

City of St. Augustine
Application to Planning and Zoning Board
Supplemental Information

Legal/Authorized Agent for Applicant:

Beth Sweeny
Flagler College, Inc.
74 King Street
St. Augustine, Florida 32084
bsweeny@flagler.edu
904.826.8679



Owner's Authorization For Agent

Ellen Avery-Smith, Esq. of Rogers Towers, P.A. is/are hereby authorized TO ACT ON
BEHALF OF, Sebastian Hotel, LLC the owner(s) of those
lands described Within the attached application, 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:

☐ Historic Architectural Review Board

☒ Planning and Zoning Board

property located at 333 S. Ponce de Leon Boulevard

BY: Alexander Samardzich
Signature of Owner

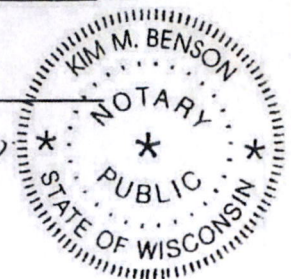
Alexander Samardzich
Print Name of Owner

715.403.0521
Telephone

Sworn to and subscribed before me on this 16th day of August, 2022

Notary Public: Kim M. Benson Kim M Benson

My Commission expires on 6/26/25
Wisconsin, Rusk Cty





Owner's Authorization For Agent

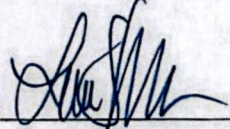
Ellen Avery-Smith, Esq. of Rogers Towers, P.A. is/are hereby authorized TO ACT ON

BEHALF OF, Flagler College, Inc. the Applicant and contract purchaser of those lands described within the attached application, 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:

☐ Historic Architectural Review Board

☒ Planning and Zoning Board

property located at 333 S. Ponce de Leon Boulevard

BY: 

Signature of Applicant / Contract Purchaser

Lauren Stevenson Dumas

Print Name of Applicant / Contract Purchaser

904-819-6205

Telephone

Sworn to and subscribed before me on this 16 day of August, 2022



Notary Public: Sara Schulz

My Commission expires on 12/26/2025

Rivers View Hall Planned Unit Development

City of St. Augustine, Florida

August 16, 2022

Team Roster

Owner:

Sebastian Hotel, LLC
333 S. Ponce de Leon Boulevard
St. Augustine, Florida 32084

Applicant:

Flagler College, Inc.
Beth Sweeny
74 King Street
St. Augustine, Florida 32084

Legal/Authorized Agent for Owner:

Rogers Towers, P.A.
Ellen Avery-Smith, Esq.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
(904) 825-1615

Exhibit List:

Exhibit "A" – Legal Description of the Property
Exhibit "B" – Site Plan
Exhibit "C" – Architectural Elevations
Exhibit "D" – Public Facility Impact Analysis

**AMENDED AND RESTATED RIVERS VIEW HALL PLANNED UNIT
DEVELOPMENT
(f/k/a Rivers View Hotel PUD)**

A. Purpose and Intent.

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.

The purpose of this application is to modify the development plan for the Rivers View Hotel PUD (Ordinance No. 2008-02) (the “**Original PUD**”) to allow hotel rooms and related amenities located within the existing buildings on the site either (i) to be used as hotel rooms in their existing configuration, or (ii) to be converted for use as dormitory rooms for Flagler College. The exteriors of the existing buildings will not be materially altered but may be painted or otherwise changed on the surface to appear more conformance with other buildings owned or leased by Flagler College.

The Original PUD provided for 95 hotel rooms and supporting amenities in two buildings on approximately 2.25 acres located at 333 South Ponce de Leon Boulevard, St. Augustine (the “**Property**”). Ancillary approved uses included a restaurant/breakfast space, conference and meeting rooms, and recreational and exercise facilities. The maximum approved building height was 50 feet, as measured from the base flood elevation to the top of the occupied space (i.e., the highest point of the interior ceiling (the “**Habitable Space**”). Appurtenances placed above the Habitable Space and not intended for human occupancy were approved to be constructed to a maximum height of 68 feet, four (4) inches (the “**Overall Building Height**”). A hotel was constructed on the Property, in conformance with the Original PUD, and is in operation today.

Flagler College proposes to purchase the Property and convert the existing buildings to dormitory use, with student rooms, dining facilities, an exercise room and other recreational facilities, and other amenities typically found in college dormitory buildings. No changes are proposed to the exteriors of the buildings except to repaint, relandscape or otherwise change the appearance of the buildings to be more in conformance with other buildings owned or leased by the College. In the event Flagler College does not purchase the Property or in the future needs to sell the Property or otherwise change its use, the owner would like to retain the right for the buildings to be used for hotel rooms and related amenities.

The PUD text incorporates site-specific regulations to address development and topographic conditions and transitioning land uses. The PUD text, 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 333 South Ponce de Leon Boulevard, St. Augustine. The Property has St. Johns County Parcel Identification No. 119350-0000. A legal description of the Property is attached as Exhibit "A". The Property includes approximately 2.25 acres.

2. Owner, Applicant and Agent

The owner of the Property is Sebastian Hotel, LLC (the "**Owner**"). The Applicant is Flagler College, Inc. ("**Applicant**" or the "**College**"). The agent for the Owner and Applicant is Ellen Avery-Smith, Esq., Rogers Towers, P.A. (the "**Agent**"). Addresses for the Owner, Applicant 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 Residential Low Density Mixed Use. The FLUM category allows the uses proposed in this PUD Ordinance.

The Original PUD allows for development of a 95-room hotel, restaurant/breakfast space, conference and meeting rooms, and recreational and exercise facilities. Parking was provided in 98 parking space, with four (4) handicapped spaces. A hotel was constructed and has been operating on the Property for a number of years.

4. Summary of Proposed Development

The Owner and Applicant are proposing to amend and restate the development plan of the Original PUD (i) to allow the hotel use in its existing configuration, and (ii) to permit the conversion of the existing buildings to dormitories, with student rooms, dining facilities, exercise room and other recreational facilities, and other amenities typically found in college dormitory buildings. No changes are proposed to the exteriors of the buildings, except to repaint, relandscape or otherwise change the appearance of the buildings to be more in conformance with other buildings owned or leased by the College.

The proposed development plan reflects the College's increasing need for additional on and near-campus student housing for currently enrolled students. The College needs additional housing for students because of increasing rental rates in the City and its surroundings and the growing number of vacation rental homes in the downtown area near the College. A site plan depicting the locations of the existing buildings either to be used as hotel rooms or to be converted to dormitory use is attached as Exhibit "B" (the "**Site Plan**"). City staff shall be permitted to approve minor deviations from the Site Plan to allow changes to the appearance of

the exteriors of the buildings to be more in conformance with the look of other buildings owned or leased by the College.

The Property includes approximately 2.15 acres of uplands and 0.1 acres of wetland.

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

1. 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 Original PUD Property has a FLUM designation of Residential Low Density Mixed Use.

City Comprehensive Plan Future Land Use Element (“FLUE”) 6.4.5 states that Residential Low Density Mixed Use areas include those neighborhoods designated for single and multiple-family dwellings and uses, as well as those non-residential uses compatible with and complementary to low-density residential uses, so as to create and maintain a mixed low density residential character. A maximum of fifty percent (50%) of the Residential Low Density Mixed Use land use designation shall be allocated for non-residential uses. Non-residential uses shall be limited to low intensity commercial, public and institutional uses including schools consistent with the Public Schools Facilities Element, recreation and Open Land (Conservation) as appropriate. Public and institutional uses are limited to the density and intensity of the most restrictive adjacent land use. In the case of the Property, the adjacent land uses are all commercial and designated with a Commercial Medium Intensity FLUM designation.

FLUE Objective 5 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 Rivers View Hall project is a residential dormitory PUD, with the option to continue the use of the existing buildings as hotel rooms, and will connect to existing utilities and other infrastructure, which are already serving the Property. The Property is located adjacent to Ponce de Leon Boulevard/U.S. Highway 1, which is a public road. The project will provide parking for boarding student residents with vehicles. These residential students will no longer be commuting to campus, thus reducing traffic as they can walk and bike around the campus and to the city center.

FLUE Policy 1.1.1 and Conservation and Coastal Management (“CCM”) Policy 1.3.1 require the City to use the latest version of the Flood Insurance Rate Maps promulgated by the Federal Emergency Management Agency (“FEMA”) to determine the location of the 1 percent or 100-year floodplain and flood prone areas of the City and to require development within such areas to be constructed so that the lowest floor elevation is at least one foot above the base flood elevation established by FEMA. The Rivers View Hall will be operated in conformance with the aforementioned requirement, as detailed in Section 3.c of this text. The project will also comply with FLUE Policies 1.1.10 and 1.1.11 and FLUE Objective 4.3 with respect to stormwater, drainage and construction to address sea level rise.

FLUE Policy 1.1.4 requires the City to ensure that adequate open space is provided through landscaped buffers, areas devoted to drainage and stormwater retention and landscaping requirements. The project will provide all of the aforementioned open space.

FLUE Policy 2.2.1, FLUE Goal 5 and its related policies and FLUE Goal 8 require the City to encourage and prioritize redevelopment and development of enclaves within developed areas to utilize existing facilities efficiently and reduce urban sprawl. FLUE Policy 2.2.1 and FLUE Goal 5 require the City to prioritize infill, redevelopment and mixed-use developments, as well as compact and contiguous developments. FLUE Policies 5.1.2, 5.4.2, 5.5.3 and 6.1.5 encourage the City to achieve infill development through the use of higher density and intensity land use designations and mixed-use designations. This project accomplishes all of these goals by providing higher-density infill housing for the College's existing students within walking distance of the City's downtown core, consistent with the Property's Residential Low Density Mixed Use future land use designation, and utilizing existing infrastructure where capacity to serve the project is available.

FLUE Objective 5.2 and its related policies require new development to encourage principles that minimize the emission of greenhouse gases and reduce vehicle miles of travel, as opposed to conventional development patterns that encourage urban sprawl. The project meets these requirements by providing an infill development near the downtown core where students can park their cars and walk, bike or use publicly available transit to travel to the College and around the City. The design is pedestrian-friendly and is interconnected with the City's street network.

The Transportation and Mobility Element ("TME") 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 near downtown St. Augustine, within walking distance of most destinations. Student residents can park their cars in the designated campus parking facilities and walk and bike to destinations throughout downtown. Ample parking will be available at and in proximity of the Property, as explained below.

TME Objective 1.6 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 PUD is connected to downtown St. Augustine and Lincolnville by roadways, bikeways and pedestrian systems.

The Infrastructure Element requires the provision of sanitary sewer, potable water and solid waste services to support intended development. The existing buildings that will comprise Rivers View Hall are connected to the City's existing sanitary sewer and potable water systems. The building expansion will meet all applicable levels of service for these facilities/services and will make any improvements to existing facilities needed to serve the project, in conformance with the requirements of the City Code. The project will use water-wise

landscaping where practicable. The project will also utilize City solid waste services. The Stormwater Management Sub-Element requires developments to provide its own stormwater management system. The project will comply with this requirement.

TME Policies 1.3.3 and 1.3.4 require the City to encourage infill development in the existing urban area of the City and to recognize that “certain roadway corridors will be congested, and that congestion will be addressed by other means than solely considering adding capacity for single occupant vehicles.” The project meets this goal by providing infill development near the downtown core and providing student residents with transportation options other than single vehicles.

TME Policy 3.4.2 requires the City to establish policies that allow for a private development to conduct a shared parking plan and program for redevelopment. The project has proposed such a shared parking plan for the project, which will provide the “park once” environment sought by TME Objective 3.4.

Housing Element Goals 1 and 5 and their related policies and objectives encourage the City to promote quality housing through reuse of existing buildings and assist the private sector in providing adequate housing to meet current and future needs. The project meets these requirements by providing, quality housing near the downtown core for current students.

The CCM 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. Conservation and Coastal Management Policy 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 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. Section 11-27 of the Code states that Conservation Overlay Zone 3 is comprised of uplands and urban/residential areas which are inland from Zones 1 and 2, and which require special environmental consideration. The existing buildings located on the Property that will be converted to use as dormitories for Flagler College have already undergone COZ review and no additional COZ review is needed.

2. 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.

3. 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 Owner and Applicant desire to amend the Original PUD for the Property in order to provide an updated development plan that more fully meets current and future needs of the City in this area. The following development standards shall apply to the Property:

a. Allowable uses: Allowable uses within the Property shall include:

(i) Student dormitory housing with a maximum of 95 rooms, and on-site surface parking to accommodate the use. The student housing facility shall have exercise areas on the Property and access to all recreational facilities at the College (all of which are off-site) including, without limitation, a swimming pool, indoor gymnasium and fitness center, student center recreational room and other facilities. The project includes walking paths that connect to sidewalks along Ponce de Leon Boulevard and King Street for students' enjoyment.

(ii) Hotel with a maximum of 95 rooms and related amenities, and on-site surface parking to accommodate the use.

All accessory uses and structures allowed by Section 28-348 of the Code in effect at the time of approval of the PUD, including but not limited to recreational and other amenities to serve the development.

The locations of the proposed uses are depicted on the Site Plan, Exhibit "B". The Site Plan depicts the existing buildings located on the Property.

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

1. A minimum of five (5) feet from each property line; and 25 feet from the wetland jurisdictional line on the east side of the site. Sidewalks, landscaped areas and other horizontal improvements shall be permitted within these setbacks.

2. There shall be no building setbacks required within the interior of the Property.

c. Maximum building height: Buildings shall not exceed the Overall Building Height of 68 feet, four (4) inches. The buildings have already been constructed on the Property, pursuant to Ordinance No. 2008-02.

d. Minimum lot size: None.

e. Minimum lot width: None.

f. Maximum lot coverage: 50 percent for the Property.

g. Site Plan Details: The Site Plan is attached as Exhibit "B". Minor adjustments to parking locations shall be permitted during site redevelopment per

engineering plans approved by the City. Any such minor adjustments must comply with the requirements of this PUD text.

- h. Parking: The PUD shall include 98 parking spaces and four (4) handicap spaces.
- i. Signage: Project signage will meet applicable Code provisions.
- j. Roads: There are no roadways within the Property. Driveways within the Property will be owned and maintained by the Owner. The surface parking lots that serve the dormitory units may be access controlled.
- k. Sidewalks: A sidewalk is located along Ponce de Leon Boulevard. The project will include internal sidewalks to connect to the external sidewalks. Primary pedestrian connections will be from Ponce de Leon Boulevard.
- l. Bicycles/Multi-Modal: Bicycle racks will be provided within the Property.
- m. Stormwater: The Owner will own and operate a stormwater management system for the development, in compliance with applicable City and St. Johns River Water Management District (“**District**”) requirements.
- n. Lighting. Project lighting shall comply with applicable Code provisions.
- o. Accessory Uses. Project accessory uses shall comply with applicable Code provisions.
- p. Temporary Uses. Project temporary uses shall comply with applicable Code provisions.
- q. Utilities: Project shall comply with applicable Code requirements. Stormwater will be provided pursuant to a permit issued by the District.
- r. Landscaping: Project landscaping will comply with all applicable Code provisions.
- s. Architectural Style: The existing buildings will be used in their current configuration, as depicted on elevations attached hereto as **Exhibit “C”**.
- t. Tree Mitigation: Any project tree removal and replacement will comply with applicable provisions of Code Chapter 25, Article III.
- u. Conservation Overlay Zone Development: Chapter 11, Article II, Sections 11-26 through 11-30 of the Code set forth criteria for development within COZs. The Property is within COZ 3, and any redevelopment of the Property will comply with applicable provisions of Sections 11-26 through 11-30. Ordinance No. 2008-02 included approvals for Conservation Overlay Zone 1, 2 and 3 zones within the Property, including the construction of a retaining wall adjacent to

jurisdictional wetlands in COZ 1; removal of existing structures, construction of a hotel building of a width greater than 75 feet, and construction of fencing, a storage building and dumpster enclosure in COZ 2; and removal of certain trees located in COZ 3. The aforementioned improvements have already been made to the Property.

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

The Rivers View Hall PUD complies with Code Section 28-286 by:

- a. Promoting more efficient and economic use of land by offering urban infill redevelopment where students can live on-site and within walking distance of the Flagler College campus.
- b. Encouraging a more compatible and harmonious development of contiguous lands by changing uses under an already approved and developed project.
- c. Providing flexibility to meet changing needs, technologies, economics and consumer preferences in the Site Plan and this text.
- d. Providing a process to assess a redevelopment's impact on the proposed site, the surrounding neighborhoods or areas, and the city as a whole.
- e. Providing an environment of consistent character compatible with the surrounding areas.
- f. 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.

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

As stated in Section C.3 hereof, the allowable uses within the Property shall be student housing of a maximum of 95 dormitory rooms or a hotel with a maximum of 95 guest rooms. A Site Plan depicting the locations of the proposed land use is attached as **Exhibit "B"**, Site Plan. The proposed uses are permitted in the proposed Residential Low Density Mixed Use 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 Rivers View Hall project include:

- a. Utilizing existing infrastructure at no cost to the City.

- b. Providing much-needed housing for College students in the downtown core, thereby reducing the number of students who rent homes in the Lincolnville, Model Land and other neighborhoods. **This will make much-needed long-term rental housing available to non-student City residents in the downtown area.**
- c. The reduction of competition for the little long-term rental housing downtown should help reduce rental rates for such housing. At present, rental rates for apartments and other long-term rental housing ranges from \$1,300 to \$2,400 per month for apartments and \$2,300 or more per month for houses (with very few houses or apartments available for rent).
- d. Allowing currently enrolled students to board near campus, which **will limit daily commuters and thus reduce traffic in downtown St. Augustine overall.**
- e. Allowing students to live and work in and near the downtown St. Augustine and Lincolnville areas, thus reducing traffic in downtown St. Augustine and providing student workers at downtown businesses.

6. **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 Rivers View Hall project has already been constructed. The Owner and Applicant will have three (3) years from the date on which the City Commission approves this PUD to make exterior improvements to the buildings as noted herein.

7. **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 Applicant will provide for the operation and maintenance of project infrastructure.

8. **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.**

This PUD shall terminate ten (10) years from its adoption by the City Commission unless otherwise extended or amended pursuant to the Code or Florida law.

9. **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 proposed underlying FLUM designation of the Property.

10. 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.

There are existing buildings located on the Property so there should be no additional public facility impacts.

11. 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.

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

1. Density of development. The Property will include a maximum of 50 percent lot coverage by buildings.

2. Open space. The project will include a minimum of 10 percent of open space, as depicted on the Site Plan.

3. Waiver of yard, dwelling unit, frontage criteria and use restriction. None.

4. Management and maintenance of open space areas. Any common property within the Property will be owned, operated and maintained by the Applicant.

5. Community facilities.

a. All utility facilities proposed for dedication to St. Augustine must be acceptable by the city as to the size, shape and location, and shown by the applicant to be of benefit to the general public.

The project will connect to existing City utility lines and will make improvements to such systems to the extent required solely to serve the project. The Applicant will work with the City regarding any proposed dedication of utility lines, in compliance with applicable Code requirements.

b. All requirements for off-street parking and loading shall apply to the PUD unless otherwise waived or modified.

See Section C.3.h for parking requirements.

c. **Access and circulation shall adequately provide for firefighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal.**

The project will provide adequate access and circulation for emergency and other access, including access for large vehicles.

d. **Provide for underground installation of utilities, including telephone, power and cable television in both public and private rights-of-way. Provisions shall be made for acceptable design and construction of storm sewer facilities, including grading, gutters, piping and treatment of turf to handle stormwater and prevent erosion and formation of dust.**

The project will provide for underground utilities to the extent practicable.

e. **Specifications for street design, publicly used driving and access aisles, sidewalks and pedestrian walkways, including those providing interconnectivity between phases of the PUD or between the PUD and adjacent properties, shall conform to the rules and regulations adopted by the City of St. Augustine.**

See Section C.3 for street and sidewalk design criteria. The Site Plan shows interconnectivity within the Property and with adjacent lands.

f. ***General development patterns.* Residential subdivisions and mixed-use subdivisions shall provide a master tree plan, a master stormwater plan, an overall signage plan, any applicable overall design standards, descriptions of interconnectivity between areas within the PUD and connections to areas outside of the PUD proper, and general descriptions of how the PUD will create a sense of place.**

Not applicable.

E. **Ownership Agreement.**

The Owner, on behalf of itself and its successors and assigns, hereby agrees and stipulates 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 Owner also agrees to comply with all conditions and safeguards established by the St. Augustine City Commission with respect to this Planned Unit Development application.

Sebastian Hotel, LLC, a Florida limited liability company

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

EXHIBIT "A"

Legal Description

PARCEL 1

Lots 30 and 31, Block "F", WILDWOOD PARK, according to map or plat thereof recorded in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

Lots 32 and 33, Block "F", WILDWOOD PARK, according to map or plat thereof recorded in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

PARCEL 2

Lots 34 and 35, Block "F" of WILDWOOD PARK COMPANY'S SUBDIVISION of New St. Augustine, as shown by the replat of Blocks "F" and "G" of said Subdivision made by Peter Kendrick and filed and recorded on the 15th day of November, 1923, in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

PARCEL 3

Lots 36 and 37, Block "F" of WILDWOOD PARK COMPANY'S SUBDIVISION of New St. Augustine, as shown by the replat of Blocks "F" and "G" of said Subdivision made by Peter Kendrick and filed and recorded on the 15th day of November, 1923, in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

PARCEL 4

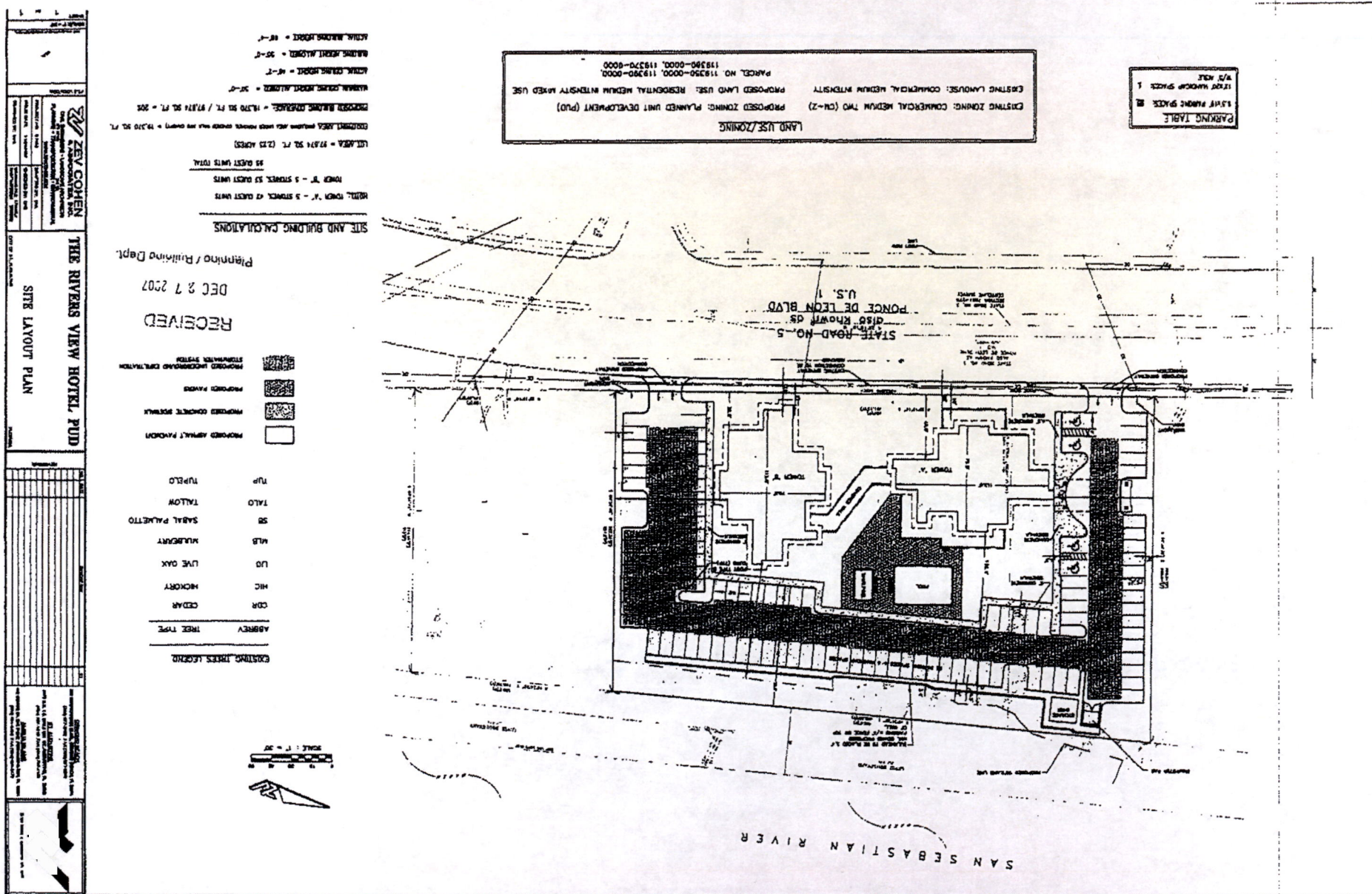
Lots 38, 39, 40, and 41, in Block "F" of WILDWOOD PARK COMPANY'S SUBDIVISION of New St. Augustine, as shown by the replat of Blocks "F" and "G" of said Subdivision made by Peter Kendrick and filed and recorded November 15, 1923, in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

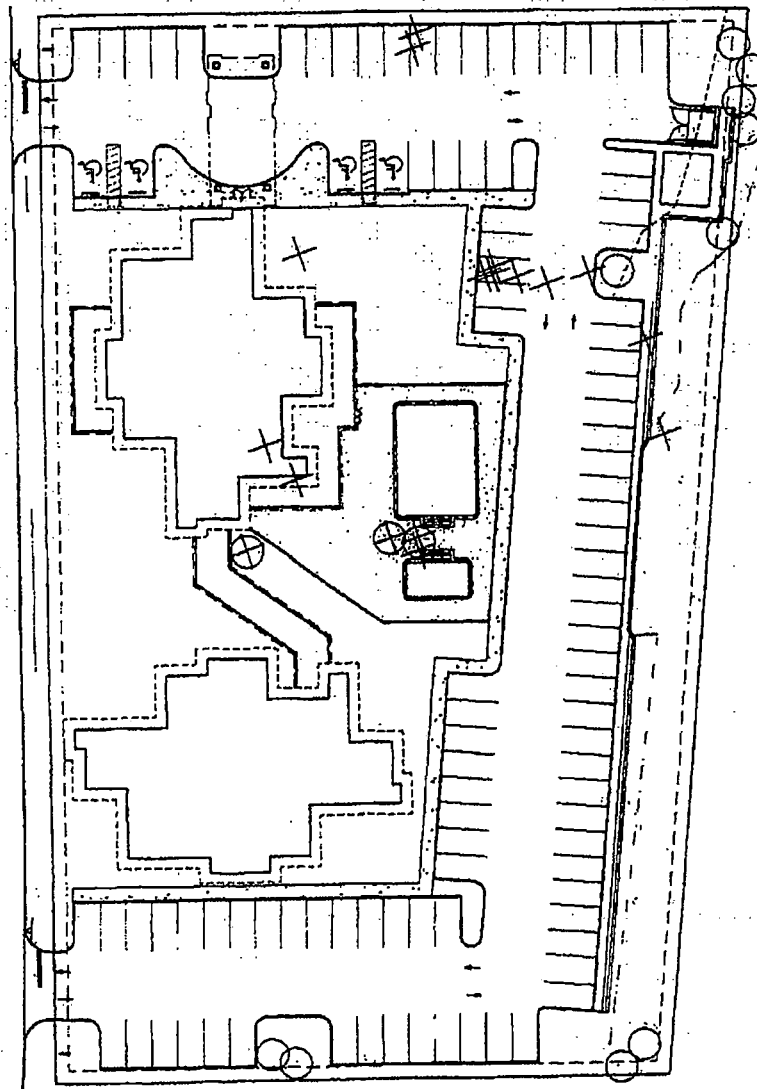
Lots 42 and 43 of Block "F" of the amended plat of Blocks "F" and "G" of WILDWOOD PARK, according to the plat thereof recorded in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

Lots 44 and 45 of Block "F" of the amended plat of Blocks "F" and "G" of WILDWOOD PARK, according to the plat thereof recorded in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

Exhibit "B"

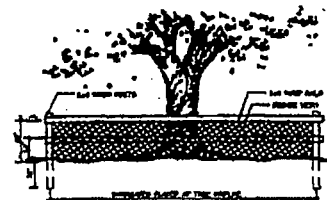
Site Plan





LIBRARY

- ☒ REPORTED FREE TO BE REMOVED
☐ REPORTED FREE BY REMAN
☐ REPORTED FREE BY REMAN (SEE RETAL)
☐ REPORTED AND SPOLED
☒ REPORTED AND SPOLED REMOVED



① TREE PROTECTION BARRICADE DETAIL

[illegible]

THE RIVER'S VIEW HOTEL - FUD
SE. ALBUQUERQUE, N.M.

Video Interview with Development 44:0

DATE: 1/20/2017 10:00 AM

1981-1982

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2097	1	1	1	1
2098	1	1	1	1
2099	1	1	1	1
2100	1	1	1	1

WILLIAM J. WILSON, JR., JR.

[illegible][illegible]

100-443887-1

[illegible]

100-443886-100

15

Don Chaffy Award ☐ ☐

Time Required to Complete

Year	1990	1991	1992	1993
1990	1	2	3	4
1991	5	6	7	8
1992	9	10	11	12
1993	13	14	15	16

100-443887-10

[illegible]

10	1	2	3
11	1	2	3
12	1	2	3

1	2	3	4
1	2	3	4
1	2	3	4

12452 194 14-2-17217 200-1-22111

PAUSE 10 5 1 2 3 4

7644 10) : 1987, 1991, 1992, 1993

1	1	2	3
2	1	2	3
3	1	2	3

CONFIDENTIAL

SECRET NO FORN DISSEM

SECRET

1	2	3	4
5	6	7	8

Total Credits Required: 24.00[illegible]

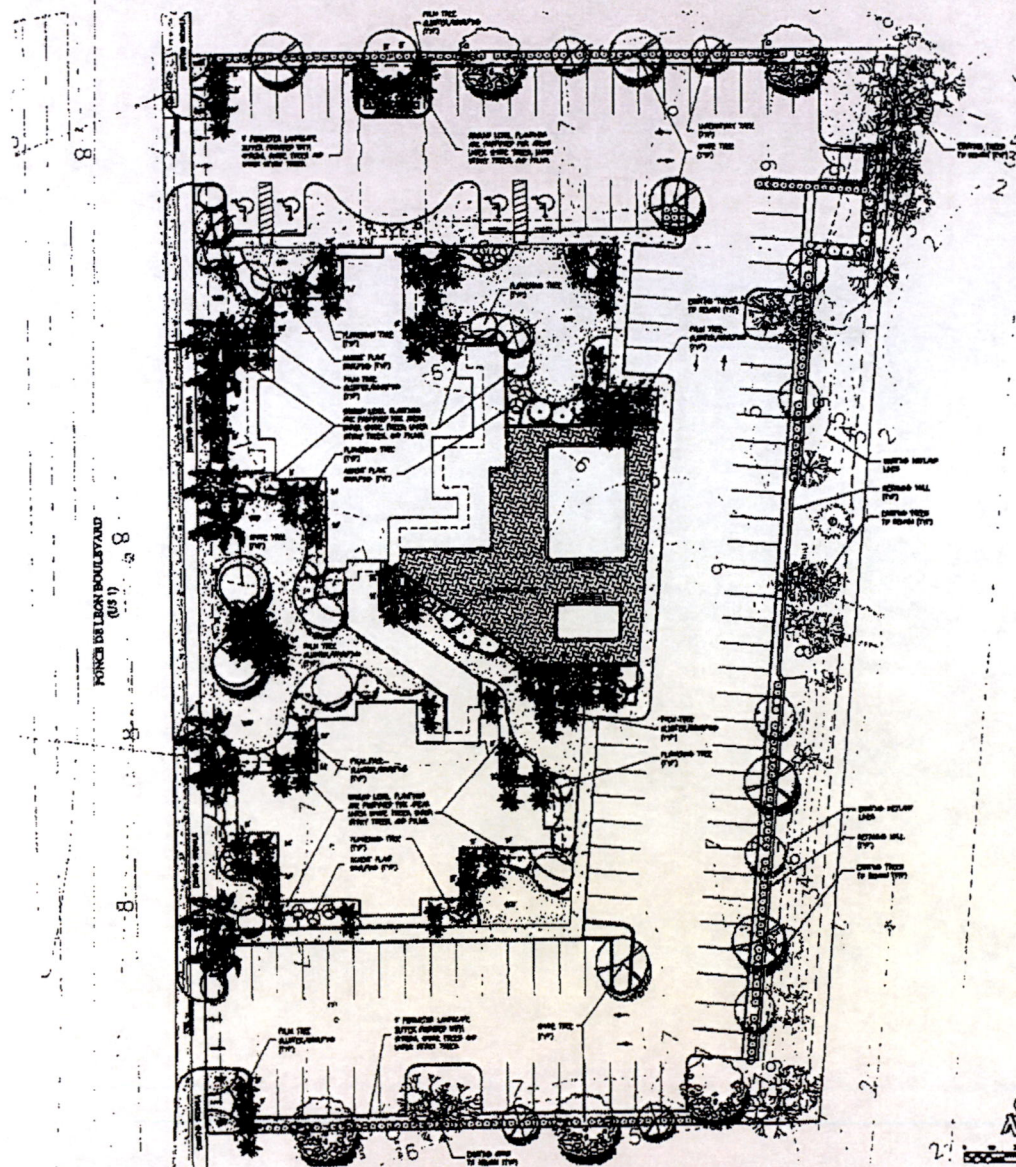
100-443887-100

1997

L. L. 2 : 2157

2000-2001

7



FULL PLANT PLANS AND DETAILED PLANT LIST WITH SPECIFICATIONS SHALL BE PROVIDED WITH NEXT SUBMITAL.

- | | | |
|---|--|--|
|  | PLANTED PROPAGATED LARGE CANOPY TREE: | LIVE OAK - MINIMUM 6 FT. 1 1/2" CALIPER |
|  | PLANTED PROPAGATED MEDIUM CANOPY TREE: | WINGEDOLM - MINIMUM 6 FT. 1 1/2" CALIPER |
|  | PLANTED PROPAGATED MEDIUM CANOPY TREE: | SLM. CYPRESS - MINIMUM 6 FT. 1 1/2" CALIPER |
|  | PLANTED PROPAGATED UNDERSTORY TREE: | WALLES - MINIMUM 6 FT. 1 1/2" CALIPER |
|  | PLANTED PROPAGATED UNDERSTORY TREE: | LEUCISTM - MINIMUM 6 FT. 1 1/2" CALIPER |
|  | PLANTED PROPAGATED UNDERSTORY TREE: | GRAPE MYRTLE - MINIMUM 6 FT. 1 1/2" CALIPER |
|  | PLANTED PROPAGATED UNDERSTORY TREE: | GLANDER - MINIMUM 6 FT. 1 1/2" CALIPER |
|  | PLANTED PROPAGATED MEDIUM PALM TREE: | WANDERER SHALMUTMALL - MINIMUM 6 FT. |
|  | PLANTED PROPAGATED ACCENT PLANT: | GRANM LLLT |
|  | PLANTED PROPAGATED MEDIUM EVERGREEN SHRUB: | PHOENIX BURN VEGHSHED PITTOPOHUM MINIMUM 6 FT. |
|  | PLANTED PROPAGATED LARGE EVERGREEN SHRUB: | WEE MYRTLE MINIMUM 6 FT. |

EXISTING TREE LEGEND

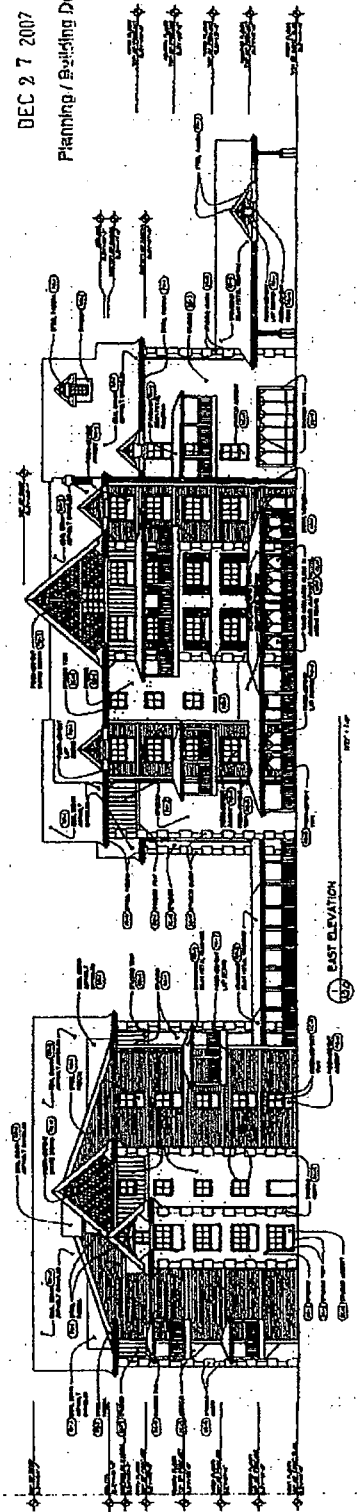
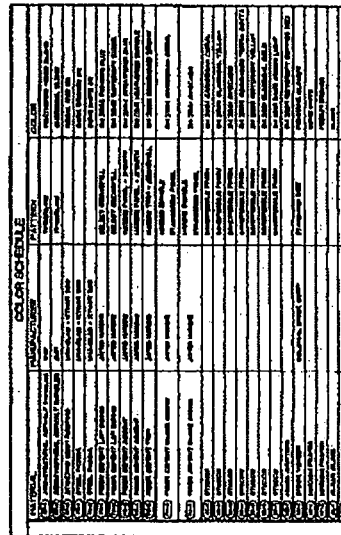
- | | |
|---|-----------------------|
|  | ROUTES DESTINE ARCS |
|  | ROUTES DESTINE LIGNES |
|  | ROUTES DESTINE PAYS |
|  | ROUTES DESTINE PAYS |

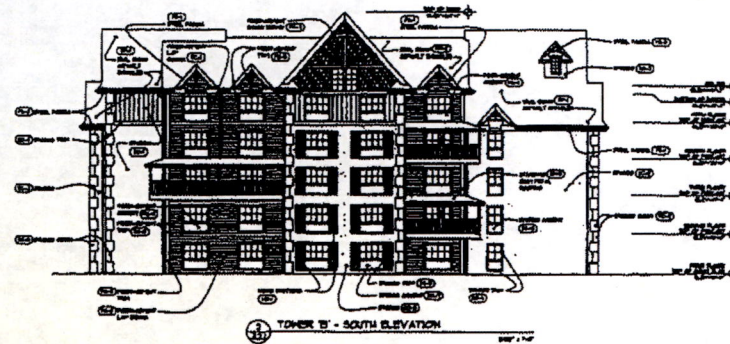
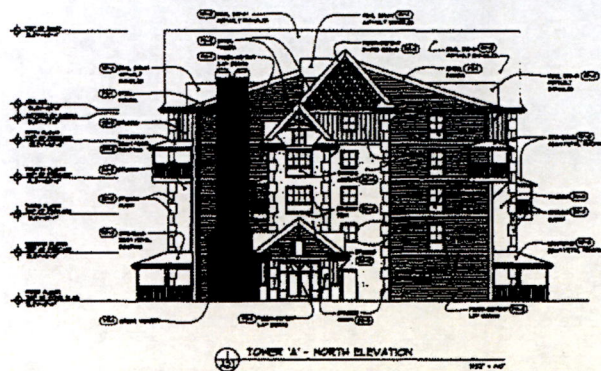
Planning / Building Dept.

EXHIBIT "C"

Architectural Elevations – Existing Buildings

រដ្ឋាភិបាលកម្ពុជា / ព័ត៌មាន

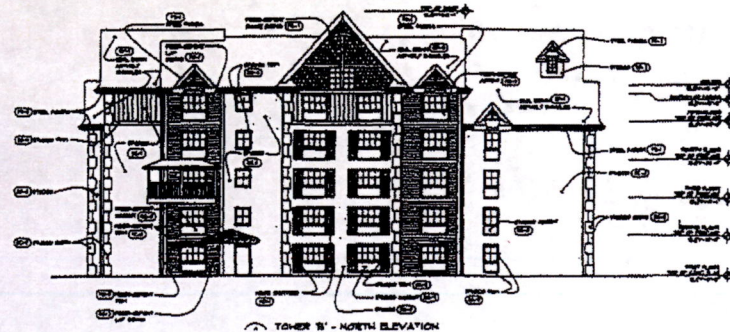
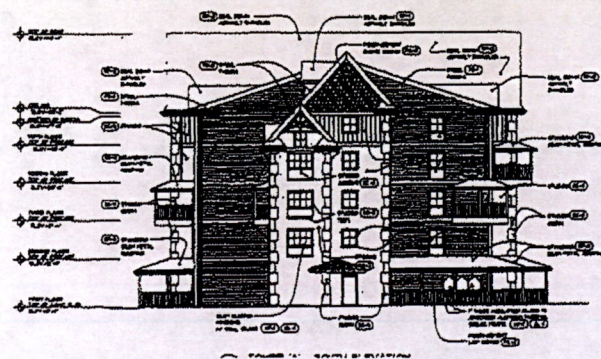


[illegible]

RECEIVED

DEC 27 2007

Planning / Building Dept.



PRELIMINARY PLANS
NOT FOR CONSTRUCTION

ST. AUGUSTINE
FLORIDA

TRUMAN
HOWEL
ARCHITECT
& ASSOC. INC.

DATE
11/20/07
TIME
2:22 - 1-0
OFFICER
DET. [illegible]

A2.1

EXHIBIT "A"

Legal Description

PARCEL 1

Lots 30 and 31, Block "F", WILDWOOD PARK, according to map or plat thereof recorded in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

Lots 32 and 33, Block "F", WILDWOOD PARK, according to map or plat thereof recorded in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

PARCEL 2

Lots 34 and 35, Block "F" of WILDWOOD PARK COMPANY'S SUBDIVISION of New St. Augustine, as shown by the replat of Blocks "F" and "G" of said Subdivision made by Peter Kendrick and filed and recorded on the 15th day of November, 1923, in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

PARCEL 3

Lots 36 and 37, Block "F" of WILDWOOD PARK COMPANY'S SUBDIVISION of New St. Augustine, as shown by the replat of Blocks "F" and "G" of said Subdivision made by Peter Kendrick and filed and recorded on the 15th day of November, 1923, in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

PARCEL 4

Lots 38, 39, 40, and 41, in Block "F" of WILDWOOD PARK COMPANY'S SUBDIVISION of New St. Augustine, as shown by the replat of Blocks "F" and "G" of said Subdivision made by Peter Kendrick and filed and recorded November 15, 1923, in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

Lots 42 and 43 of Block "F" of the amended plat of Blocks "F" and "G" of WILDWOOD PARK, according to the plat thereof recorded in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

Lots 44 and 45 of Block "F" of the amended plat of Blocks "F" and "G" of WILDWOOD PARK, according to the plat thereof recorded in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

Apply for Exemptions

Apply for Exemptions...

2021 TRIM Notice

2021 TRIM Notice of UP

Summary

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



Parcel ID	1193500000
Location Address	333 A S PONCE DE LEON BLVD 333 B S PONCE DE LEON BLVD SAINT AUGUSTINE 32084-0000
Neighborhood	Hotel (Upper Midscale) Ponce Blvd (COM) (601.05)
Tax Description*	3-15 WILDWOOD PARK LOTS 30 THRU 45 BLK F OR 3771/583 <i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Hotels & Motels (3900)
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	2.220
Homestead	N

Owner Information

Owner Name	Sebastian Hotel LLC 100%
Mailing Address	333 S PONCE DE LEON BLVD SAINT AUGUSTINE, FL 32084-0000

Map



Valuation Information

	2022
Building Value	\$8,507,477
Extra Features Value	\$125,454
Total Land Value	\$1,646,144
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$5,377,100
Total Deferred	\$423,690
Assessed Value	\$4,953,410
Total Exemptions	\$0
Taxable Value	\$4,953,410

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	\$8,507,477	\$133,425	\$1,646,144	\$0	\$0	\$4,503,100	\$4,503,100	\$0	\$4,503,100
2020	\$8,596,096	\$143,844	\$1,646,144	\$0	\$0	\$7,505,100	\$7,505,100	\$0	\$7,505,100
2019	\$6,228,260	\$145,891	\$1,646,144	\$0	\$0	\$8,020,295	\$8,020,295	\$0	\$8,020,295
2018	\$6,237,221	\$155,929	\$1,646,144	\$0	\$0	\$8,039,294	\$8,039,294	\$0	\$8,039,294
2017	\$5,757,682	\$144,533	\$1,646,144	\$0	\$0	\$7,548,359	\$7,548,359	\$0	\$7,548,359
2016	\$0	\$0	\$1,646,144	\$0	\$0	\$1,646,144	\$1,646,144	\$0	\$1,646,144
2015	\$0	\$0	\$1,646,144	\$0	\$0	\$1,646,144	\$1,597,728	\$48,416	\$1,597,728
2014	\$0	\$0	\$1,452,480	\$0	\$0	\$1,452,480	\$1,452,480	\$0	\$1,452,480
2013	\$56,869	\$7,120	\$190,110	\$0	\$0	\$254,099	\$254,099	\$0	\$254,099
2012	\$60,118	\$7,120	\$190,110	\$0	\$0	\$257,348	\$257,348	\$0	\$257,348
2011	\$62,387	\$7,120	\$215,458	\$0	\$0	\$284,965	\$284,965	\$0	\$284,965
2010	\$65,531	\$7,120	\$240,806	\$0	\$0	\$313,457	\$313,457	\$0	\$313,457

Building Information

Building	1
Year Built	2016
Actual Area	79095
Conditioned Area	76020
Use	Hotel
Style	07
Class	N
Exterior Wall	Concrete Stucco, Concrete Siding

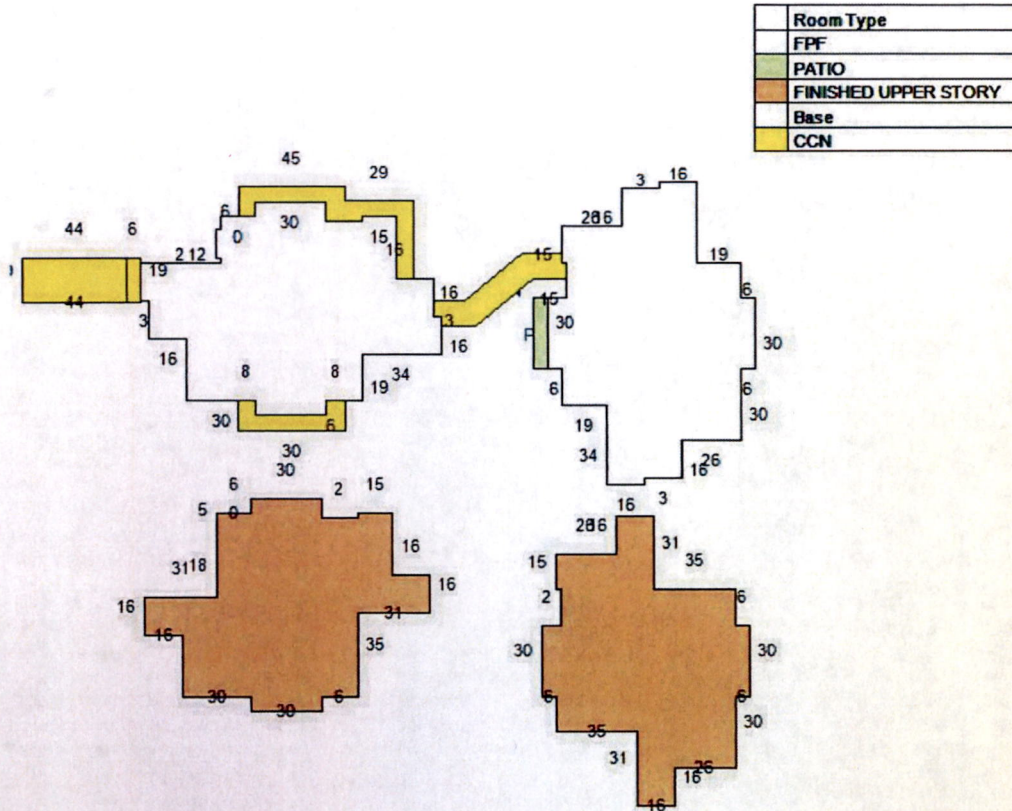
Roof Cover	Composite Shingle
Roof Structure	Gable Hip
Interior Flooring	Carpet, Ceramic Tile
Interior Wall	Drywall
Heating Type	Air Duct
Air Conditioning	Central
Bedrooms	
Baths	

Description	Square Footage
CANOPY (COMMERCIAL)	836
CANOPY (COMMERCIAL)	114
BASE AREA	31336
FINISHED UPPER STORY	6722
FINISHED UPPER STORY	6722
CANOPY (COMMERCIAL)	418

BASE AREA
CANOPY (COMMERCIAL)
CANOPY (COMMERCIAL)
PATIO
FINISHED OPEN PORCH - FORCED
Total SqFt

31240
707
820
180
1220
80315

Sketch Information



Extra Feature Information

Code Description	Status	Value
Kool Deck (Commercial)		8759
Spa / Hot Tub (Commercial)		6300
Commercial Community Center Pool		19383
Concrete Paving (Commercial)		20237
Asphalt Paving		44479
Curb		6123
Storage Building (Commercial)		4013
Pole Light		14410
Masonry Wall		1750

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Hotels	0	0	96832	SF	\$1,646,144

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
8/5/2013	8/1/2013	\$2,000,000.00	WARRANTY DEED	3771	583	Q	I	JONES MARSHALL C TRUST ETAL	SEBASTIAN HOTEL LLC
	8/20/1993	\$0.00	WARRANTY DEED	1072	1037	U	I	JONES MARSHALL C, MARILYN R	JONES MARSHALL C

No data available for the following modules: Sales Questionnaire Form, Exemption Information.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

Last Data Upload: 8/2/2022, 1:02:07 AM



7
2
Prepared by and after recording, please send to:
Craig M. Herzog
Action Title Services of St. Johns County, Inc.
3670 US 1 South, Suite 110, St. Augustine, Florida 32086
File Number: 13-8880
Consideration: \$2,000,000.00 (Two Million dollars & no cents)

This Warranty Deed

Made this August 1, 2013 A.D. By

Marilyn L. Jones, Successor Trustee of the Marshall C. Jones Revocable Living Trust dated December 9, 1992 further amended and restated by trust agreement dated April 14, 2005, and Marilyn L. Jones, Trustee of the Marilyn L. Jones Revocable Living Trust dated December 9, 1992 further amended and restated by trust agreement dated April 14, 2005 (as to Parcel 1 and Parcel 4); Marilyn L. Jones, Successor Trustee of the Marshall C. Jones Revocable Living Trust a/k/a Marilyn L. Jones, Successor Trustee of the Marshall C. Jones Revocable Living Trust dated December 9, 1992 further amended and restated by trust agreement dated April 14, 2005 (as to Parcel 2); and Marilyn L. Jones, Trustee of the Marilyn L. Jones Revocable Living Trust a/k/a Marilyn L. Jones, Trustee of the Marilyn L. Jones Revocable Living Trust dated December 9, 1992 further amended and restated by trust agreement dated April 14, 2005 (as to Parcel 3) and Marilyn L. Jones, conveying her separate non-homestead property (as to all parcels) hereinafter called the grantor, to Sebastian Hotel, LLC, a Florida Limited Liability Company, whose post office address is: 812 North 4th St., Bruce, WI 54819, 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 the grantor, for and in consideration of the sum of \$2,000,000.00 (Two Million dollars & no cents) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in St. Johns County, Florida, viz:

PARCEL 1

Lots 30 and 31, Block "F", WILDWOOD PARK, according to map or plat thereof recorded in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

Lots 32 and 33, Block "F", WILDWOOD PARK, according to map or plat thereof recorded in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

PARCEL 2

Lots 34 and 35, Block "F" of WILDWOOD PARK COMPANY'S SUBDIVISION of New St. Augustine, as shown by the replat of Blocks "F" and "G" of said Subdivision made by Peter Kendrick and filed and recorded on the 15th day of November, 1923, in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

PARCEL 3

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PARCEL 4

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Lots 44 and 45 of Block "F" of the amended plat of Blocks "F" and "G" of WILDWOOD PARK, according to the plat thereof recorded in Map Book 3, page 15, of the Public Records of St. Johns County, Florida.

Parcel ID Number: 119350-0000, 119370-0000, 1193

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).

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. Subject to taxes and assessments for the current year.

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

1 of 2 Pages FL INDIV WD NONHOMESTEAD.RTF

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 accruing subsequent to December 31, 2012.

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

Signed, sealed and delivered in our presence:

[1] _____

Witness Printed Name Craig M. Herzog

Marilyn L. Jones (Seal)

Marilyn L. Jones, Successor Trustee of the Marshall C. Jones Revocable Living Trust dated December 9, 1992 further amended and restated by trust agreement dated April 14, 2005, and Marilyn L. Jones, Trustee of the Marilyn L. Jones Revocable Living Trust dated December 9, 1992 further amended and restated by trust agreement dated April 14, 2005 (as to Parcel 1 and Parcel 4)

Address: 3602 Shore Dr., St. Augustine, FL 32086

Marilyn L. Jones (Seal)

Marilyn L. Jones, Successor Trustee of the Marshall C. Jones Revocable Living Trust a/k/a Marilyn L. Jones, Successor Trustee of the Marshall C. Jones Revocable Living Trust dated December 9, 1992 further amended and restated by trust agreement dated April 14, 2005 (as to Parcel 2)

Address: 3602 Shore Dr., St. Augustine, FL 32086

Marilyn L. Jones (Seal)

Marilyn L. Jones, Trustee of the Marilyn L. Jones Revocable Living Trust a/k/a Marilyn L. Jones, Trustee of the Marilyn L. Jones Revocable Living Trust dated December 9, 1992 further amended and restated by trust agreement dated April 14, 2005 (as to Parcel 3)

Address: 3602 Shore Dr., St. Augustine, FL 32086

Marilyn L. Jones (Seal)

Marilyn L. Jones, individually (as to all parcels)

Address: 3602 Shore Dr., St. Augustine, FL 32086

[2] _____

Witness Printed Name David A. Granbard

State of FLORIDA
County of ST. JOHNS

The foregoing instrument was acknowledged before me this August 01, 2013, by Marilyn L. Jones, individually (as to all parcels) and as Successor Trustee of the Marshall C. Jones Revocable Living Trust dated December 9, 1992 further amended and restated by trust agreement dated April 14, 2005, and Marilyn L. Jones, Trustee of the Marilyn L. Jones Revocable Living Trust dated December 9, 1992 further amended and restated by trust agreement dated April 14, 2005 (as to Parcel 1 and Parcel 4); Marilyn L. Jones, Successor Trustee of the Marshall C. Jones Revocable Living Trust a/k/a Marilyn L. Jones, Successor Trustee of the Marshall C. Jones Revocable Living Trust dated December 9, 1992 further amended and restated by trust agreement dated April 14, 2005 (as to Parcel 2); and Marilyn L. Jones, Trustee of the Marilyn L. Jones Revocable Living Trust a/k/a Marilyn L. Jones, Trustee of the Marilyn L. Jones Revocable Living Trust dated December 9, 1992 further amended and restated by trust agreement dated April 14, 2005 (as to Parcel 3), who is/are personally known to me or who has produced A VALID DRIVER'S LICENSE(S) as identification.

Notary Public
Print Name: Craig M. Herzog
My Commission Expires: 01/27/2014

[NOTARY SEAL]





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

Detail by Entity Name

Florida Limited Liability Company

SEBASTIAN HOTEL, LLC

Filing Information

Document Number	L07000040071
FEI/EIN Number	20-8902141
Date Filed	04/16/2007
Effective Date	04/13/2007
State	FL
Status	ACTIVE
Last Event	LC STMNT CORR
Event Date Filed	05/24/2018
Event Effective Date	NONE

Principal Address

333 S Ponce De Leon Blvd
St Augustine, FL 32084

Changed: 04/26/2022

Mailing Address

812 NORTH 4TH STREET
BRUCE, WI 54819

Registered Agent Name & Address

Gouze, Catherine
345 BAYSHORE BOULEVARD
#1208
TAMPA, FL 33606

Name Changed: 07/28/2014

Authorized Person(s) Detail

Name & Address

Title MGR

SAMARDZICH, ALEXANDER
812 NORTH 4TH STREET
BRUCE, WI 54819

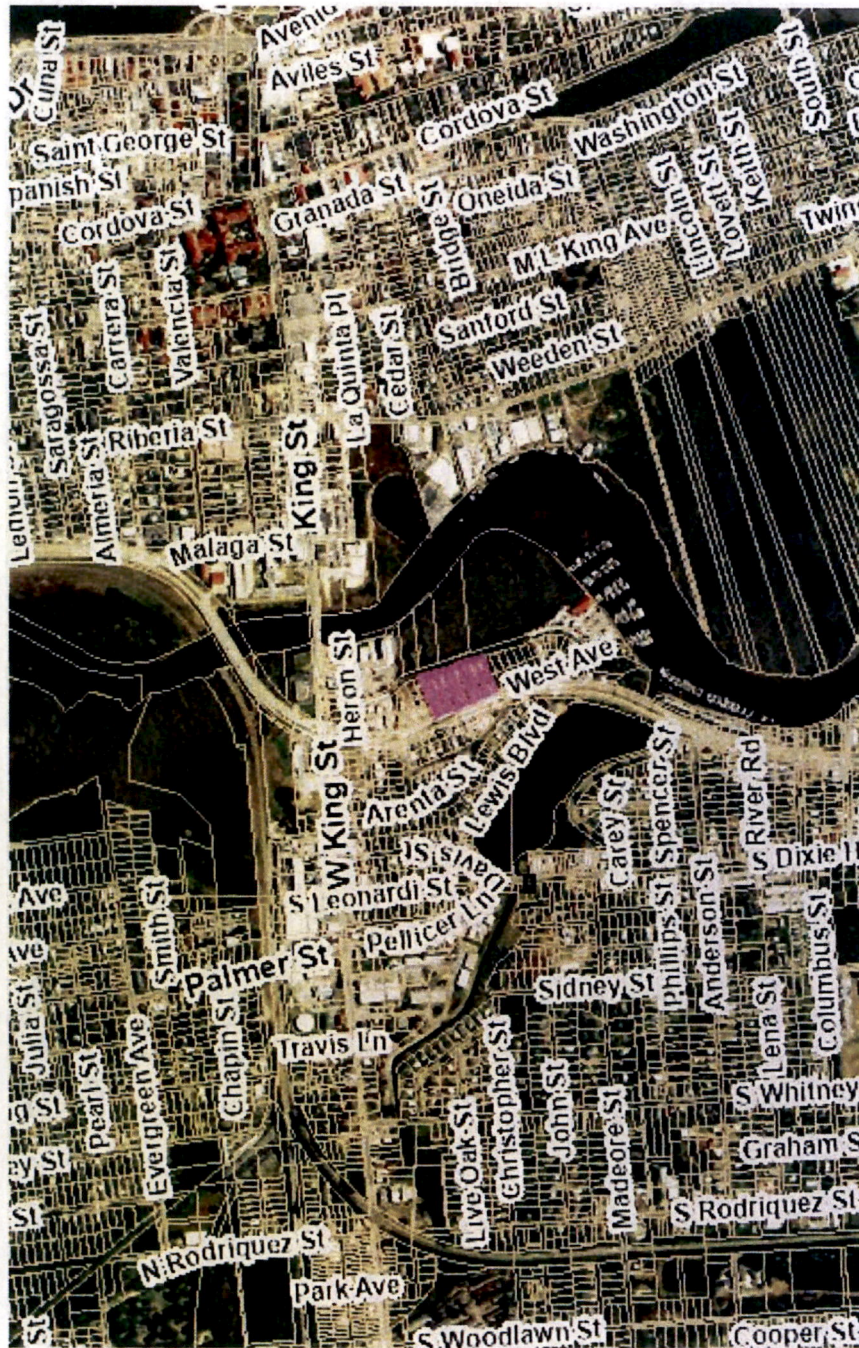
Annual Reports

Report Year	Filed Date
2021	01/29/2021
2022	01/23/2022
2022	04/26/2022

Document Images

04/26/2022 -- AMENDED ANNUAL REPORT	View image in PDF format
01/23/2022 -- ANNUAL REPORT	View image in PDF format
01/29/2021 -- ANNUAL REPORT	View image in PDF format
01/15/2020 -- ANNUAL REPORT	View image in PDF format
02/08/2019 -- ANNUAL REPORT	View image in PDF format
05/24/2018 -- CORLCSTCOR	View image in PDF format
01/12/2018 -- ANNUAL REPORT	View image in PDF format
01/07/2017 -- ANNUAL REPORT	View image in PDF format
03/28/2016 -- ANNUAL REPORT	View image in PDF format
03/09/2015 -- ANNUAL REPORT	View image in PDF format
07/28/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
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03/12/2012 -- ANNUAL REPORT	View image in PDF format
04/11/2011 -- ANNUAL REPORT	View image in PDF format
04/25/2010 -- ANNUAL REPORT	View image in PDF format
01/07/2009 -- ANNUAL REPORT	View image in PDF format
01/27/2008 -- ANNUAL REPORT	View image in PDF format
04/16/2007 -- Florida Limited Liability	View image in PDF format

119350-0000



FUTURE LAND USE MAP

Residential Low Density / Mixed Use

119350-0000



ZONING MAP

Planned Unit Development / 119350-0000



ORDINANCE NO. 2008-02

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, ESTABLISHING THE RIVERS VIEW HOTEL PLANNED UNIT DEVELOPMENT (PUD) PURSUANT TO SECTION 28-289 OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR TERMS AND CONDITIONS OF THE PUD; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3194, Florida Statutes, requires that after a comprehensive plan, or element or portion thereof, has been adopted in conformity with this act, all development undertaken by, and all actions taken in regard to development orders by, governmental agencies in regard to land covered by such plan or element shall be consistent with such plan or element as adopted; and

WHEREAS, the St. Augustine Comprehensive Plan provides for a Residential Low Density/Mixed Use land use designation and associated use and density criteria for development within the designation; and

WHEREAS, Section 166.041, Florida Statutes, provides procedures for adoption of ordinances initiated by other than the municipality which change the actual zoning map designation of a parcel or parcels of land; and

WHEREAS, Sec. 28-289 of the Code of the City of St. Augustine provides procedures for the establishment of a Planned Unit Development (PUD); and

WHEREAS, on December 4, 2007, the City of St. Augustine Planning and Zoning Board reviewed a request to rezone property described in Exhibit "A," attached

hereto and incorporated herein by reference, and depicted in Exhibit "B," attached hereto and incorporated herein by reference, to PUD and made recommendation to the City Commission;

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

Section 1. Establishment of Planned Unit Development. The Rivers View Planned Unit Development (PUD) is hereby created for the property described in Exhibit "A," attached hereto and incorporated herein by reference.

Section 2. Terms and Conditions of the Planned Unit Development. The terms and conditions of the Rivers View Hotel Planned Unit Development are as presented in the Amended PUD Narrative, received by the Planning and Building Department on November 26, 2007, attached as Exhibit "B" and incorporated herein by reference. The development of the subject property shall be consistent with the City of St. Augustine Comprehensive Plan and the Residential Low Density/Mixed Use land use designation and in conformance with the development plans attached as Exhibit "C" and incorporated herein by reference.

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 be effective thirty-one (31) days after adoption in conjunction with Ordinance No. 2008-01 or, if Ordinance No. 2008-01 is challenged within thirty (30) days after adoption, effective upon issuance of a final order by the Department of Community Affairs or the Administration Commission.

PASSED by the City Commission of the City of St. Augustine, Florida) this 11th day of FEBRUARY 2008.

ATTEST:

Karin Rogers, CMC
City Clerk

[Signature]
Mayor-Commissioner

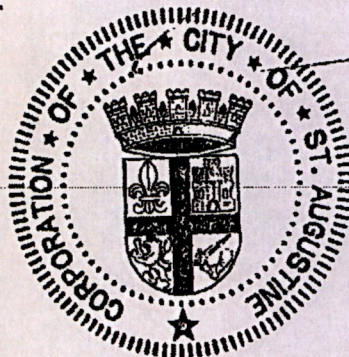


EXHIBIT "A"

LEGAL DESCRIPTION

Lots 30 and 31, Block "F", WILDWOOD PARK, according to Map or Plat thereof recorded in Map Book 3, Page 15, Public Records of St. Johns County, Florida.

Lots 32 and 33, Block "F", WILDWOOD PARK, according to Map or Plat thereof recorded in Map Book 3, Page 15, Public Records of St. Johns County, Florida.

Lots thirty-four (34) and thirty-five (35), Block "F" of WILDWOOD PARK COMPANY'S SUBDIVISION IN NEW AUGUSTINE, as shown by replat of Blocks "F" and "G" of said subdivision made by Peter Kendrick and filed and recorded on the 15th day of November 1923, in Map Book 3, Page 15, of the public records of St. Johns County, Florida.

Lots thirty-six (36) and thirty-seven (37), Block "F", of WILDWOOD PARK COMPANY'S SUBDIVISION IN NEW AUGUSTINE, as shown by the replat of Blocks "F" and "G" of said subdivision, made by Peter Kendrick and filed and recorded on the 15th day of November 1923, in Map Book 3, Page 15, of the Public Records of St. Johns County, Florida.

Lots thirty-eight (38), thirty-nine (39), forty (40) and forty-one (41), in Block "F" of WILDWOOD PARK COMPANY'S SUBDIVISION, in New Augustine, as shown by replat of Blocks "F" and "G" of said subdivision made by Peter Kendrick and filed and recorded on the 15th day of November 1923, in Map Book 3, Page 15, of the Public Records of St. Johns County, Florida.

Lots forty-two (42) and forty-three (43) of Block "F" of the amended plat of blocks "F" and "G" of WILDWOOD PARK, according to plat thereof recorded in Map Book 3, Page 15 of the Public Records of St. Johns County, Florida.

Lots forty-four (44) and forty-five (45) of Block "F" of the amended Plat of Blocks "F" and "G" of WILDWOOD PARK, according to plat thereof recorded in Map Book 3, Page 15, Public records of St. Johns County, Florida.

The St. Augustine Record

PUBLISHED EVERY MORNING MONDAY THROUGH FRIDAY, SATURDAY AND SUNDAY MORNING
ST. AUGUSTINE AND ST. JOHNS COUNTY, FLORIDA

COPY OF ADVERTISEMENT

STATE OF FLORIDA,
COUNTY OF ST. JOHNS

Before the undersigned authority personally appeared **SARAH SELFRIDGE**
who on oath says that she is an Accounting Clerk of the St. Augustine Record,
a daily newspaper published at St. Augustine in St. Johns County, Florida:
that the attached copy of advertisement, being a **NOTICE OF HEARING**
in the matter of **ORD 08-02 RIVERS VIEW HOTEL**
was published in said newspaper **JANUARY 31, 2007.**

Affiant further says that the St. Augustine Record is a newspaper published
at St. Augustine, in said St. Johns County, Florida, and that the said newspaper
heretofore been continuously published in said St. Johns County, Florida, each
day and has been entered as second class mail matter at the post office in the
City of St. Augustine, in said St. Johns County, for a period of one year preceding
the first publication of the copy of advertisement; and affiant further says that
he has neither paid nor promised any person, firm or corporation any discount,
rebate, commission or refund for the purpose of securing the advertisement for
publication in the said newspaper.

Sworn to and subscribed before me this 1st day of **FEBRUARY 2008.**

by *Sarah Selfridge* who is personally known to me
or who has produced **PERSONALLY KNOWN** as identification.

Brian Fike
(Signature of Notary Public)
BRIAN FIKE



Brian Fike
My Commission DQ327588
Expires June 09, 2008

(Seal)

NOTICE OF PROPOSED ENACTMENT OF ORDINANCE 2008-02 BY THE CITY OF ST. AUGUSTINE, FLORIDA.

NOTICE IS HEREBY GIVEN OF A
PUBLIC HEARING TO BE HELD BY
THE CITY COMMISSION OF THE CITY
OF ST. AUGUSTINE CONCERNING THE
SECOND READING OF ORDINANCE 2008-02 THE
PUBLIC HEARING WILL BE HELD ON FEBRU-
ARY 11, 2008, BEGINNING AT 5:00 P.M., IN THE
ALCAZAR ROOM, 1ST FLOOR, WEST WING, CITY
HALL, 75 KING STREET, ST. AUGUSTINE. PUBLIC
COMMENTS ARE INVITED ON THE FOL-
LOWING MATTER

ORDINANCE NO. 2008-02
AN ORDINANCE OF THE CITY OF ST. AUGUST-
INE, FLORIDA, ESTABLISHING THE RIVERS
VIEW HOTEL PLANNED UNIT DEVELOPMENT
(PUD) PURSUANT TO SECTION 28-289 OF THE
CODE OF THE CITY OF ST. AUGUSTINE; PRO-
VIDING FOR TERMS AND CONDITIONS OF THE
PUD; PROVIDING FOR REPEAL OF CONFLICT-
ING ORDINANCES; PROVIDING FOR SEVER-
ANCE OF INVALID PROVISIONS; AND PROVID-
ING FOR AN EFFECTIVE DATE.

Related documents may be inspected by the public at
the office of the City Clerk, City Hall, Lobby B, sec-
ond floor, 75 King Street, St. Augustine, FL 32084,
during the hours of 8:00 A.M. and 5:00 P.M. except
weekends and holidays.

All interested parties may appear at the meeting and
be heard with respect to the proposed ordinance.

In accordance with Florida Statute 286.0105: "If any
person decides to appeal any decision made by the
City Commission with respect to any matter consid-
ered at this scheduled meeting or hearing, the per-
son will need a record of the proceedings, and for
such purpose the person 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 notice. Telephone: Karen Rogers, CMC,
City Clerk (904) 825-1007; or 1-800-955-8771 (TDD) or
1-800-955-8770 (V), via Florida Relay Service.

Karen Rogers, CMC
City Clerk
L244-8 Jan 31, 2008

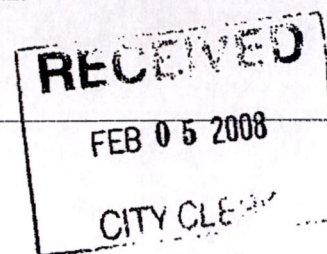


Exhibit "B"

THE FOLLOWING IS A SUMMARY OF THE INFORMATION CONTAINED IN THE REPORT OF THE COMMITTEE ON ASSASSINATIONS, PREPARED BY THE JOINT SELECT COMMITTEE ON ASSASSINATIONS, HOUSE AND SENATE, DURING THE FIRST SESSION OF THE 93RD CONGRESS, 1ST AND 2ND CONGRESS, 1973-1974.

THE COMMITTEE ON ASSASSINATIONS, PREPARED BY THE JOINT SELECT COMMITTEE ON ASSASSINATIONS, HOUSE AND SENATE, DURING THE FIRST SESSION OF THE 93RD CONGRESS, 1ST AND 2ND CONGRESS, 1973-1974.

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**AMENDED
PUD NARRATIVE
FOR
THE RIVERS VIEW HOTEL PUD
("THE PUD")**

INTRODUCTION

Attached is the narrative required by the City Code for The Rivers View Hotel PUD. The Applicant, The Rivers View Hotel, LLC, agrees to proceed with the proposed PUD in accordance with the PUD ordinance and exhibits thereto, adopted by the City Commission of the City of St. Augustine. Further, the Applicant agrees to comply with all conditions and safeguards established by the City Planning and Zoning Board or City Commission regarding the PUD.

The PUD narrative includes the following:

1. Statement of Intended Plan of Development;
2. Statement of Schedule of Development;
3. Statement Regarding Maintenance of the PUD;
4. Statement Regarding Ownership of Common Facilities;
5. Statement Regarding Conservation Zone Development and Landscaping;
- and
6. Miscellaneous.

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1. STATEMENT OF INTENDED PLAN OF DEVELOPMENT

The PUD will be developed on approximately 2.25 acres fronting on U.S. 1 South (the "Property"). The 2.25 acres consists of approximately 2.15 acres of uplands and approximately a .10 of an acre of wetlands.

The Property is currently developed with three (3) existing buildings containing an equipment rental and repair business, recreational vehicle and equipment sales and repair business and mini-warehouses. All of these existing buildings will be demolished following approval of the PUD and, if applicable, HARB and the issuance of other necessary permits.

The PUD will consist of a hotel consisting of two (2) separate buildings and containing not more than 95 units and those amenities and ancillary uses typically associated with the operation of a hotel. Ancillary uses may include a restaurant/breakfast facility, the sale of alcoholic beverages for on premises consumption, conference rooms and meetings facilities and exercise and recreational facilities.

Access to the hotel buildings will be over the two (2) entrances and parking areas shown on the PUD Site Plan.

The maximum height of all buildings within the PUD will be fifty feet (50'), which shall be measured from the base flood elevation to the top of the occupied space i.e. highest point of interior ceiling ("Habitable Space"). Appurtenances placed above the Habitable Space and not intended for human occupancy may be constructed to a height not to exceed sixty-eight feet four inches (68'4").

All buildings will be set back a minimum of twenty-five feet (25') from the edge of the jurisdictional line. Building setbacks from property lines and building coverage are shown on the site plan.

The PUD will contain ninety-eight (98) parking spaces, and four (4) handicapped spaces.

Signage will consist of two (2) double-faced monument signs, of a height not to exceed ten feet (10'), containing not more than one hundred ten (110) square feet of sign space per side, located adjacent to the entrances as shown on the site plan. In addition the PUD may include signage on the building (not above the first floor level) and/or not more than two (2) free standing signs, so long as the total sign space within the PUD does not exceed the two hundred fifty (250) square feet maximum permitted under applicable City regulations.

Water and sewer for the PUD will be provided by the City of St. Augustine.

The Applicant may install up to two (2) construction trailers within the Property during the period of construction of the PUD. The construction trailers shall be removed within sixty (60) days following completion of all buildings and improvements within the PUD.

2. SCHEDULE OF DEVELOPMENT

The buildings and improvements to be constructed within the PUD shall be developed in one (1) phase. Development shall be commenced within eighteen (18) months of approval of the PUD and completed within five (5) years.

For purposes of the schedule of development, the term "development" shall include construction and installation of utility lines, drainage facilities, parking areas, entrance roads, signage, buildings and land clearing for all such improvements. The term "commencement" means the beginning of construction and installation of utility lines, drainage facilities, parking areas, signage, buildings and the beginning of land clearing for all such improvements.

3. **STATEMENT REGARDING MAINTENANCE OF THE PUD**

The Applicant shall provide for the maintenance of the PUD as follows;

(i) Water and sewer for the PUD shall be furnished by the City of St. Augustine.

(ii) Concerning drainage, the PUD shall conform to State, City, Federal and Water Management District requirements for storm water disposal by use of appropriate site retention criteria, consisting of curbs and gutters combined with an underground exfiltration system. (iii) Fire protection shall be afforded by fire hydrants, the location of which shall be shown on the utility plans to be submitted to the City. Also, the buildings will be sprinklered with external standpipes.

All entrances and parking areas within the PUD shall be private and constructed to City standards or equal thereto. The roads and parking areas shall be maintained by the Applicant and/or its assigns.

Any and all permanent utilities within the PUD shall be screened, landscaped and located underground.

Further, the Applicant shall comply with the City's tree and landscape ordinance and the City's archeological ordinance.

4. **STATEMENT REGARDING OWNERSHIP OF COMMON
FACILITIES**

All common facilities located within the PUD for the common use and benefit of property owners within the PUD shall be owned and maintained by the Applicant and/or its assigns. All of these common facilities, including the entrances, drainage facilities and parking areas shall remain owned by the Applicant and/or its assigns and shall not be dedicated to the City.

5. **STATEMENT REGARDING CONSERVATION ZONE
DEVELOPMENT AND LANDSCAPING**

CONSERVATION ZONE DEVELOPMENT

The Applicant requests approval to undertake the following development activities within Conservations Zones 1, 2 and 3;

Conservation Zone 1: Construction of a retaining wall adjacent to the jurisdictional wetlands line.

Conservation Zone 2: Removal of existing structures, construction of a hotel building of a width greater than seventy-five feet (75') and construction of fencing, a storage building and dumpster enclosure.

Conservation Zones 2 and 3: Removal of trees greater than twenty inches (20") in diameter but less than thirty inches (30") in diameter, in certain areas of the property located both within and outside of the footprint of the buildings and removal of one (1) tree greater than thirty inches (30") in diameter outside of the footprint of the buildings. The trees to be removed shall be designated on the tree survey.

LANDSCAPE PLAN

The Applicant will submit a site specific landscape plan to City Staff for review and approval by the Planning and Zoning Board and City Commission, in connection with the review and approval of the PUD.

MISCELLANEOUS

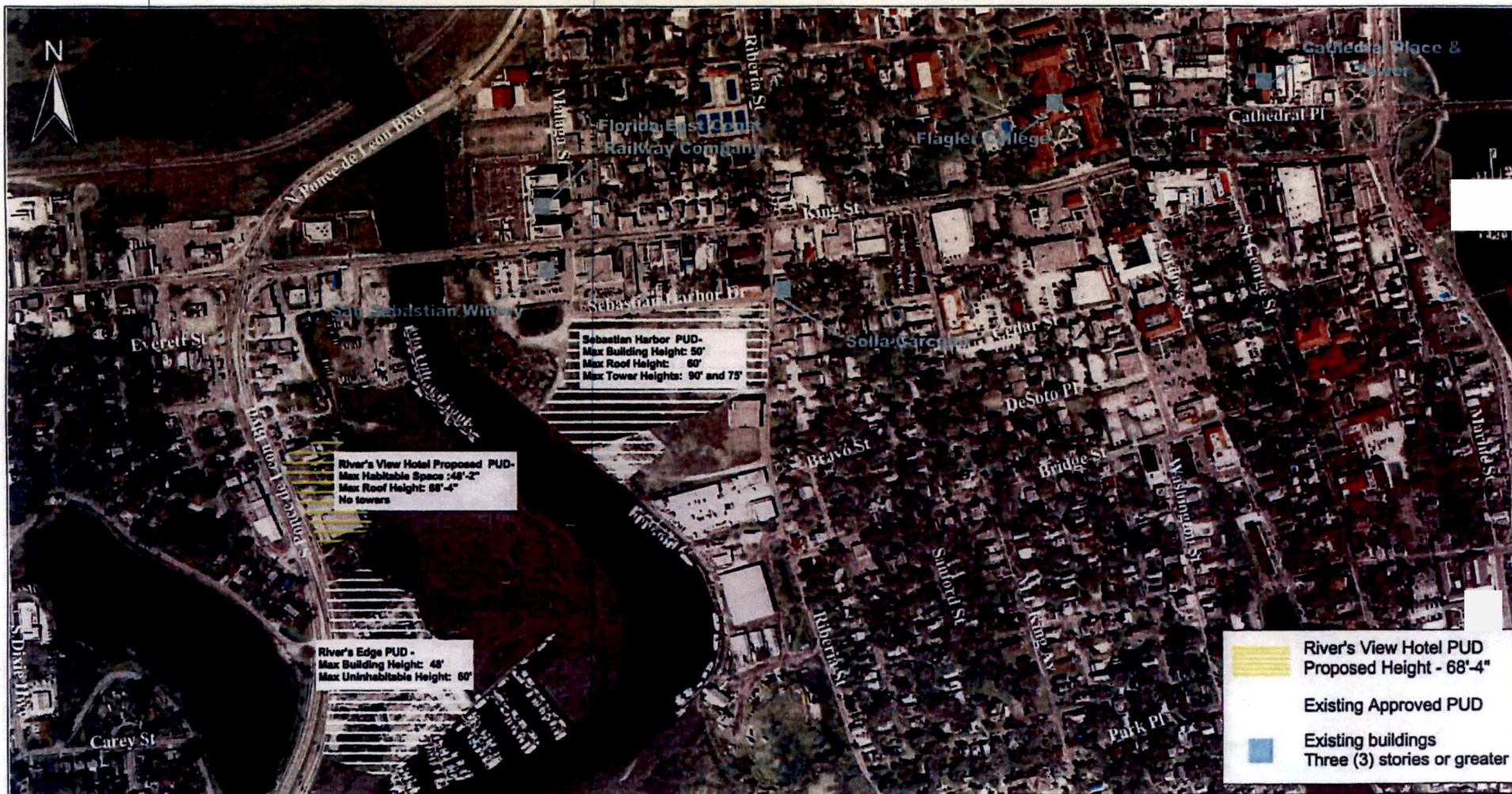
1. CONTINUATION OF EXISTING USES

All of the existing uses on the Property may be continued until such time as the existing buildings are demolished.

2. ARCHITECTURAL ELEVATIONS

The final architectural elevations are subject to the review and approval of the Planning and Zoning Board to ensure substantial conformity to the preliminary elevations submitted to the Planning and Zoning Board during review of the PUD. The final landscape plans shall also be subject to the review and approval of the Planning and Zoning Board.

Exhibit "C"



Source : 2005 DORTHO Color photos,
 St. Johns County

Date : 12/17/07
 Path : F:\55075\riversview.apr

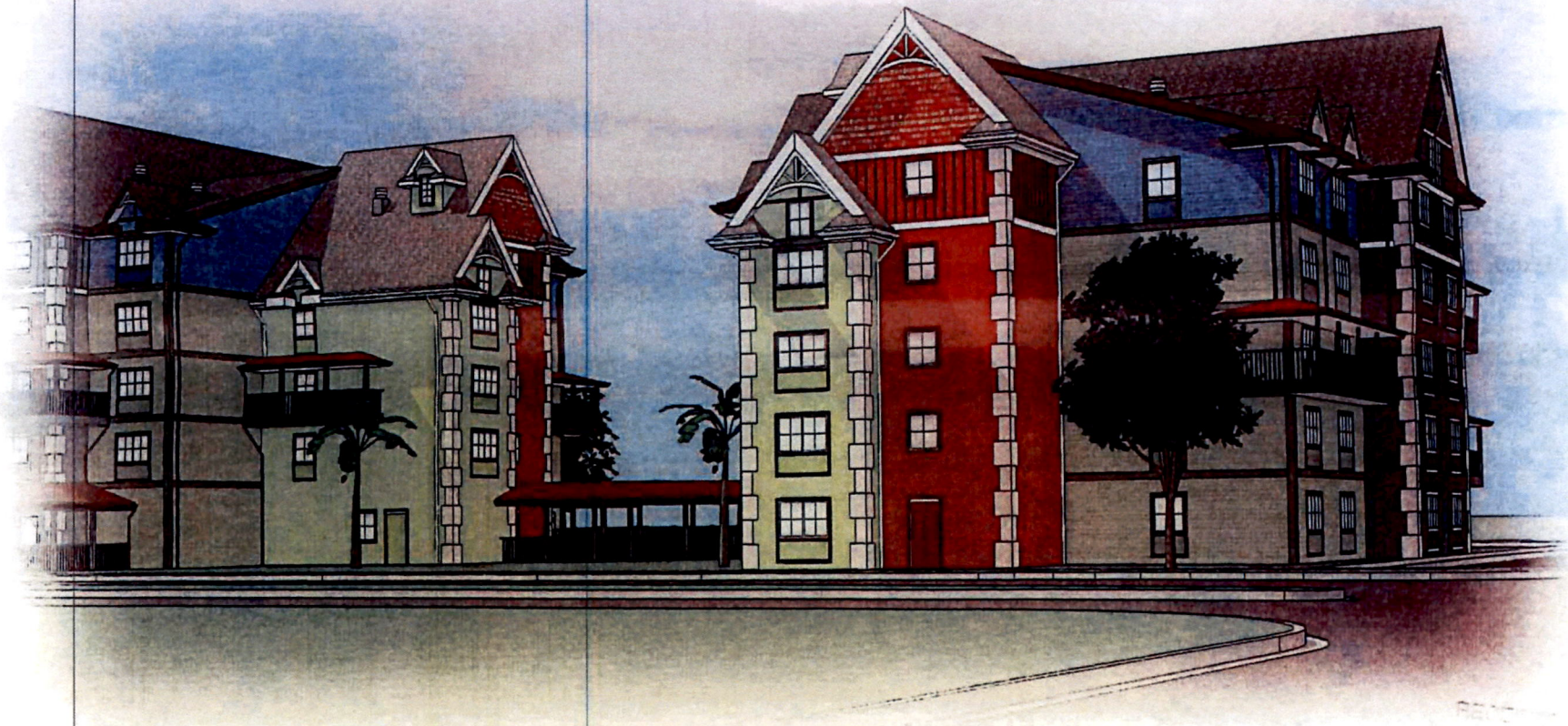
200 0 200 400 Feet

RIVER'S VIEW HOTEL PUD CITY OF ST. AUGUSTINE AERIAL CITY OF ST. AUGUSTINE, FL



Civil Engineering · Landscape Architecture
 Planning · Environmental Services

4475 US-1 South, Plaza S, Suite 601
 St. Augustine, Florida 32086
 ph 904.797.1610 · fx 904.797.4159
 www.zevcohen.com



AmericInn - St. Augustine

Truman Howell

TRUMAN
HOWELL
ARCHITECTS
& ASSOC., INC.

17815 Hutchins Drive
Minnetonka, MN 55345
Office: (952) 401-7889
Fax: (952) 401-7918

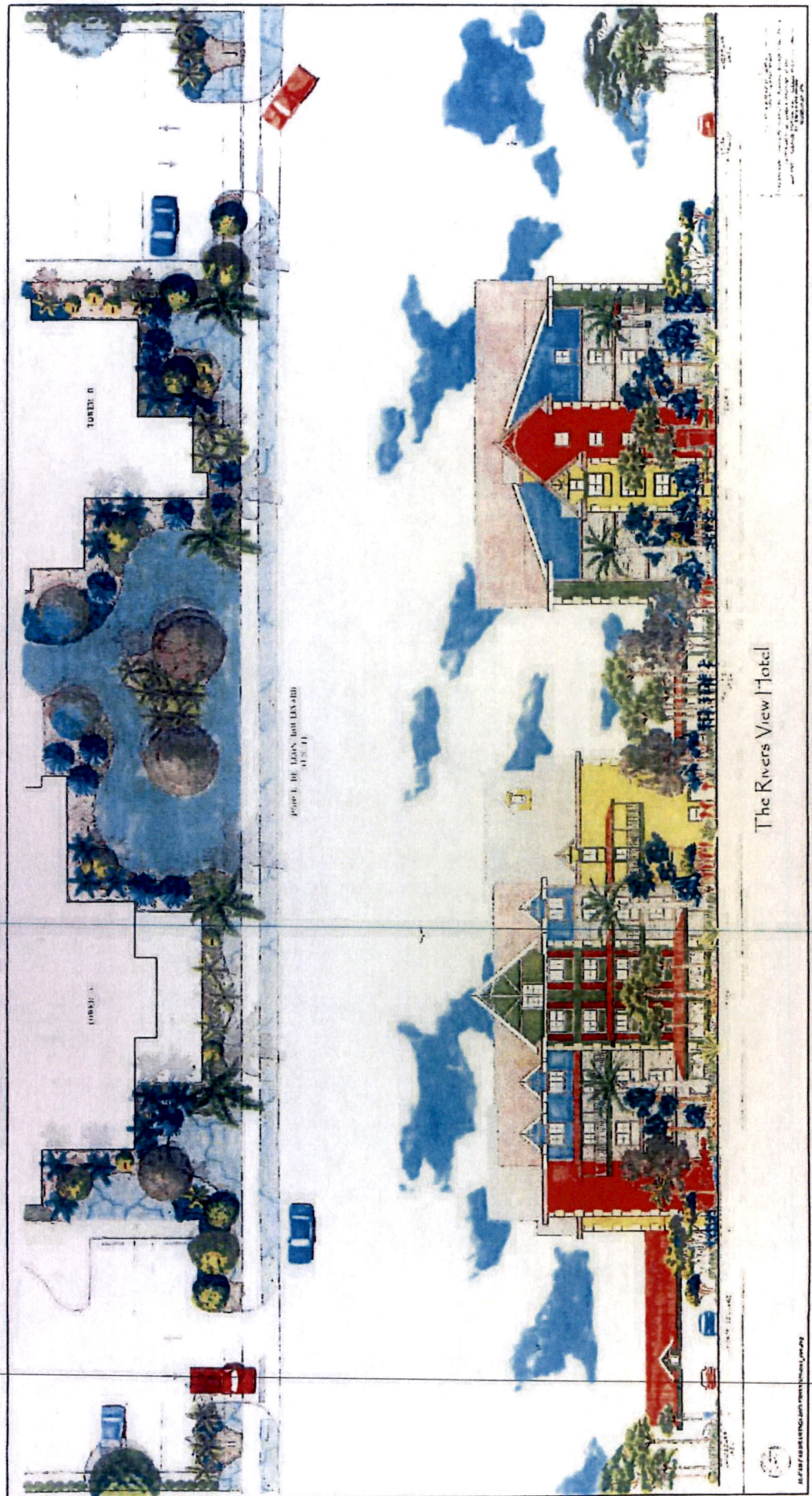


AmericInn - St. Augustine

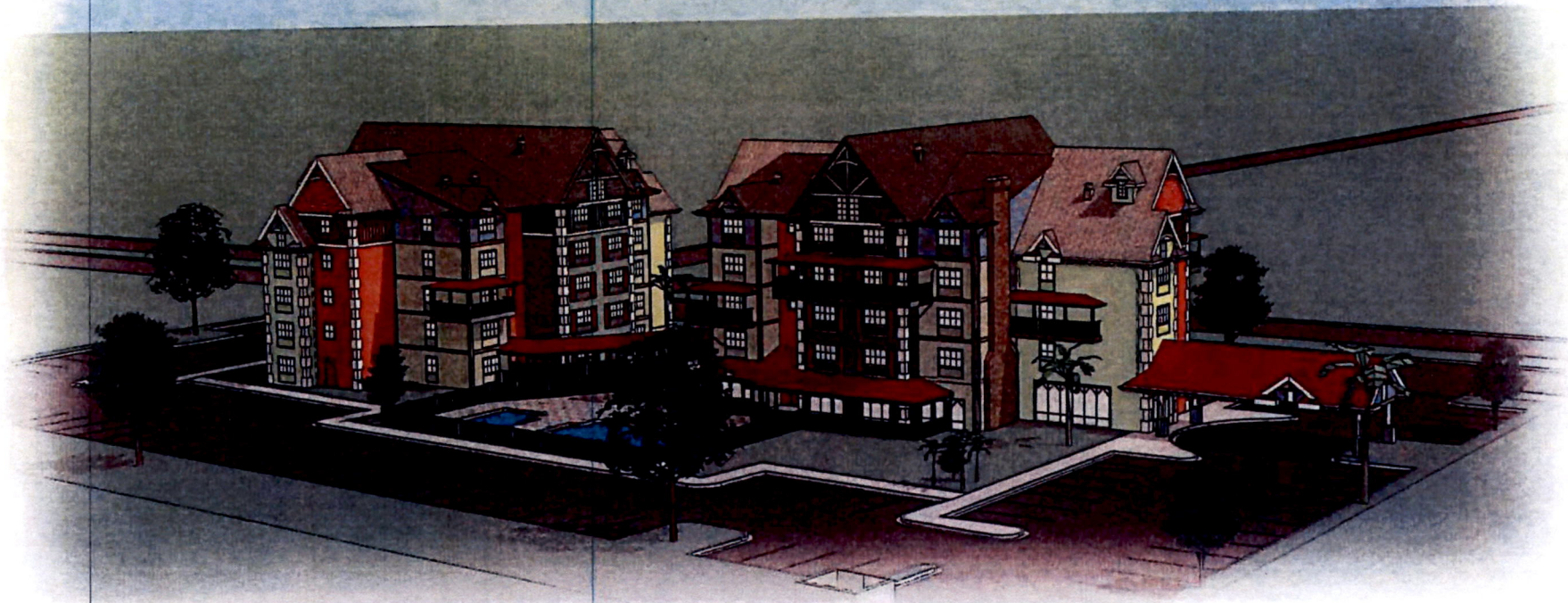


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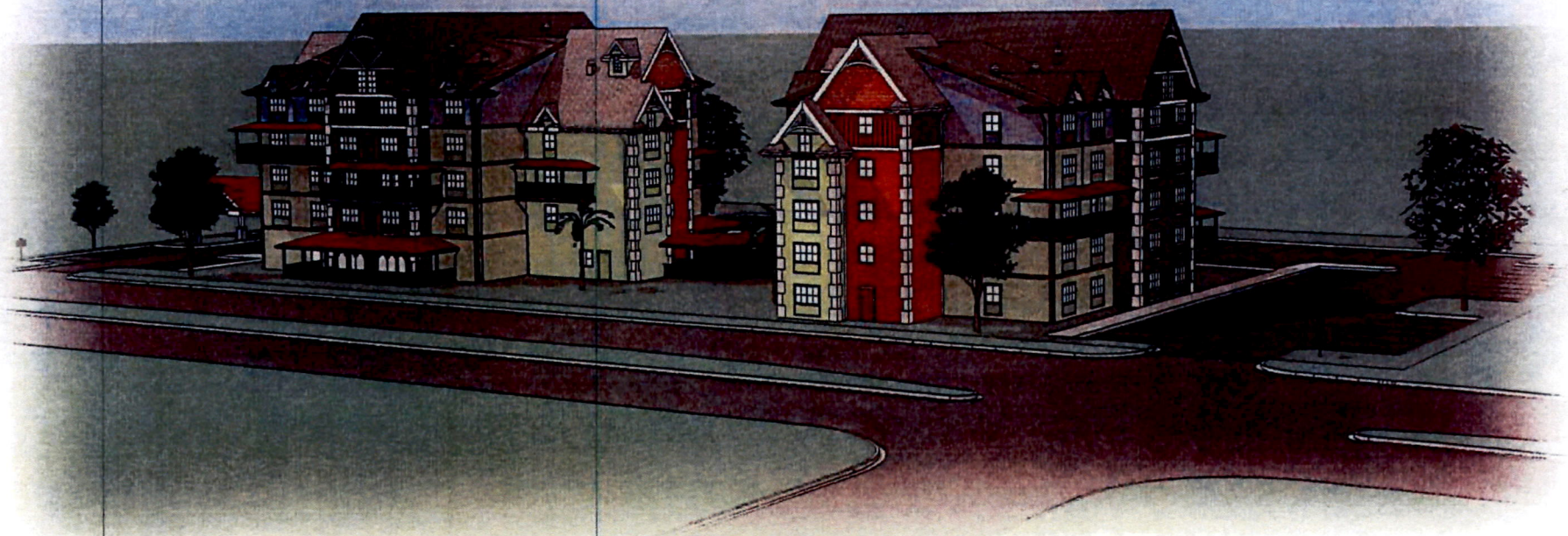
The Rivers View Hotel



AmericInn - St. Augustine

Truman Howell
**TRUMAN
HOWELL
ARCHITECTS**

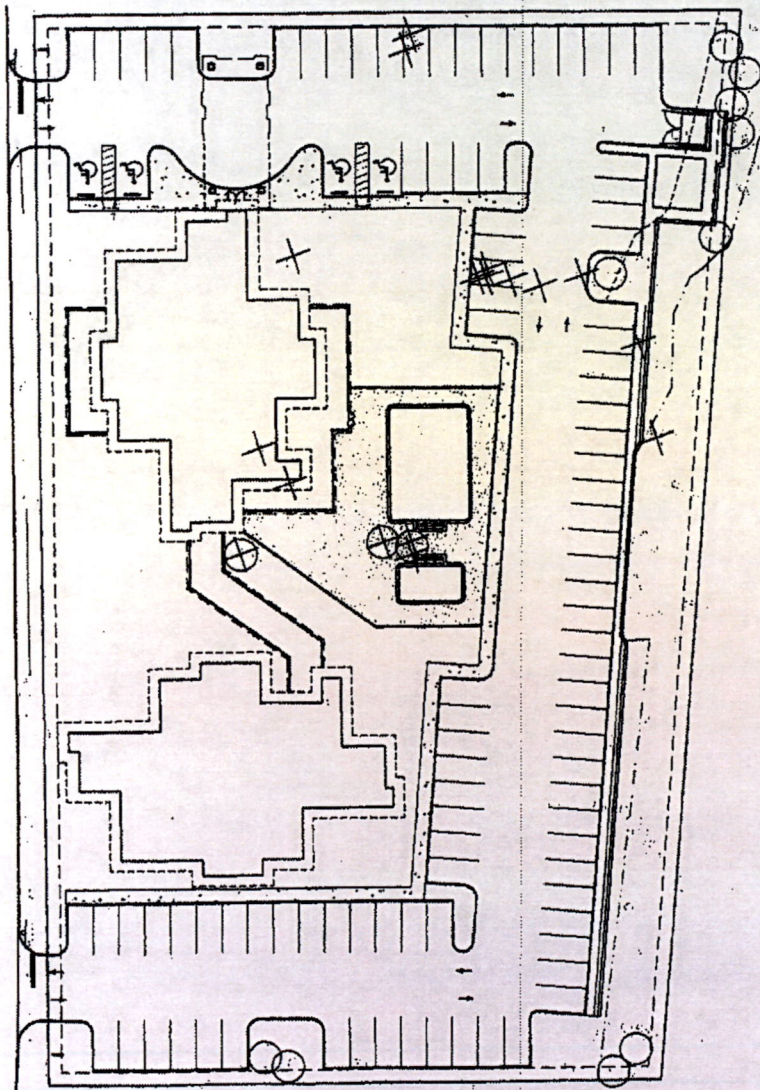
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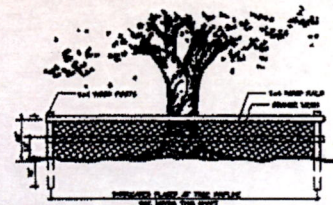
Truman Howell
 TRUMAN
 HOWELL
 ARCHITECTS

17815 Hutchins Drive
 Minnetonka, MN 55345
 Office: (952) 401-7889
 Fax: (952) 401-7918



X POWERED TREE TAP BE REMOVED

-  SCALPED TREE TO REMAIN
 SCALPED TREE IRREGULAR SIZE DETAILS
 SCALPED TREE IRREGULAR SHAPE
 SCALPED TREE IRREGULAR SHAPE AND SIZE



① TREE PROTECTION BARRICADE DETAIL

- [illegible]

Test Revised with Development Arcs

SECRET

DATE	TIME	LOCATION	REMARKS
10/10/54	10:00	1000	1000
10/10/54	10:00	1000	1000

Total Credits Reported:

942	1	1	1	1
20	1	1	1	1
21	1	1	1	1

DATE	1971	12	1	10	10
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NAME	126	127	128	129
126	127	128	129	130

[illegible][illegible]

Test Code: 00000000

Total Credits Required: **24.00**

REGION	1994	1995	1996	1997
EUROPE	4	3	3	2
AFRICA	1	1	1	1

VeriQuest Product _____

Year	1977	1978	1979	1980
1977	5	5	1	2
1978	7	1	2	3
1979	8	1	2	1
1980	10	1	2	1

1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5

27 1 6 4
 Total Credits Passed: 30

DATE REC. FROM - YEAR, MONTH, DAY

年份	1961	1962	1963	1964
产量	1	2	3	4
面积	1	2	3	4

11	1	2	2
12	1	2	2
13	2	2	2
14	1	2	2

Total Credits Reported		60	
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100			

Total Points Possible: 3
 Grade: 100%

Time	1	2	3	4
	0	1	2	2
Total Credits Passed				4

Total Capital Resources: 20.00

Total Credits Earned	34.00
Total Credits Proposed for Credit	36.00

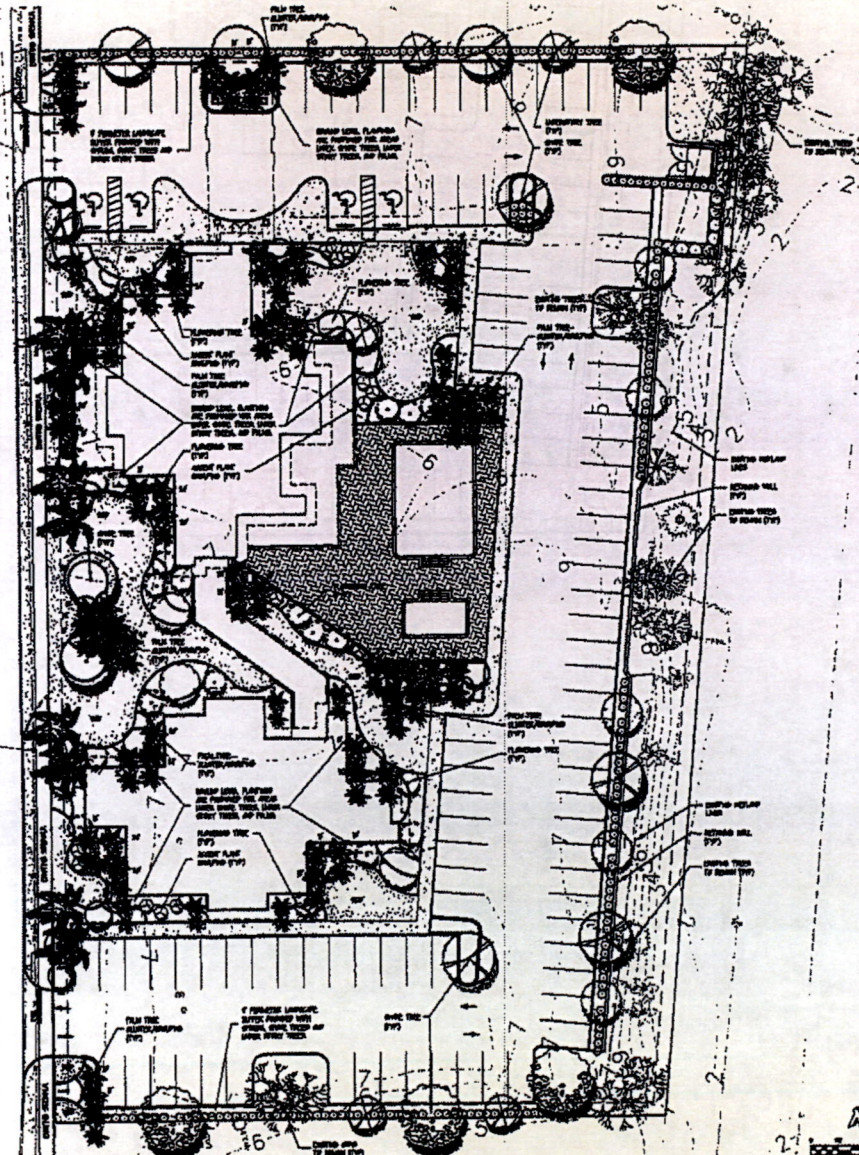
DEC 27 2007

Sharon / Co. 20, 2000

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**THE RIVERS VIEW HOTEL PUD
FINAL ENGINEERING PLANS
TREE PROTECTION PLAN AND DETAIL**

 ZEV COHEN & ASSOCIATES 1000 University Avenue • University Heights, OH 44118 Phone: (216) 763-1000 • Fax: (216) 763-1001 E-Mail: info@zevc.com	PROFESSIONAL FIDELITY BOND \$25,000.00 \$25,000.00	GUARANTEE BOND \$25,000.00 \$25,000.00	INDEMNITY BOND \$25,000.00 \$25,000.00
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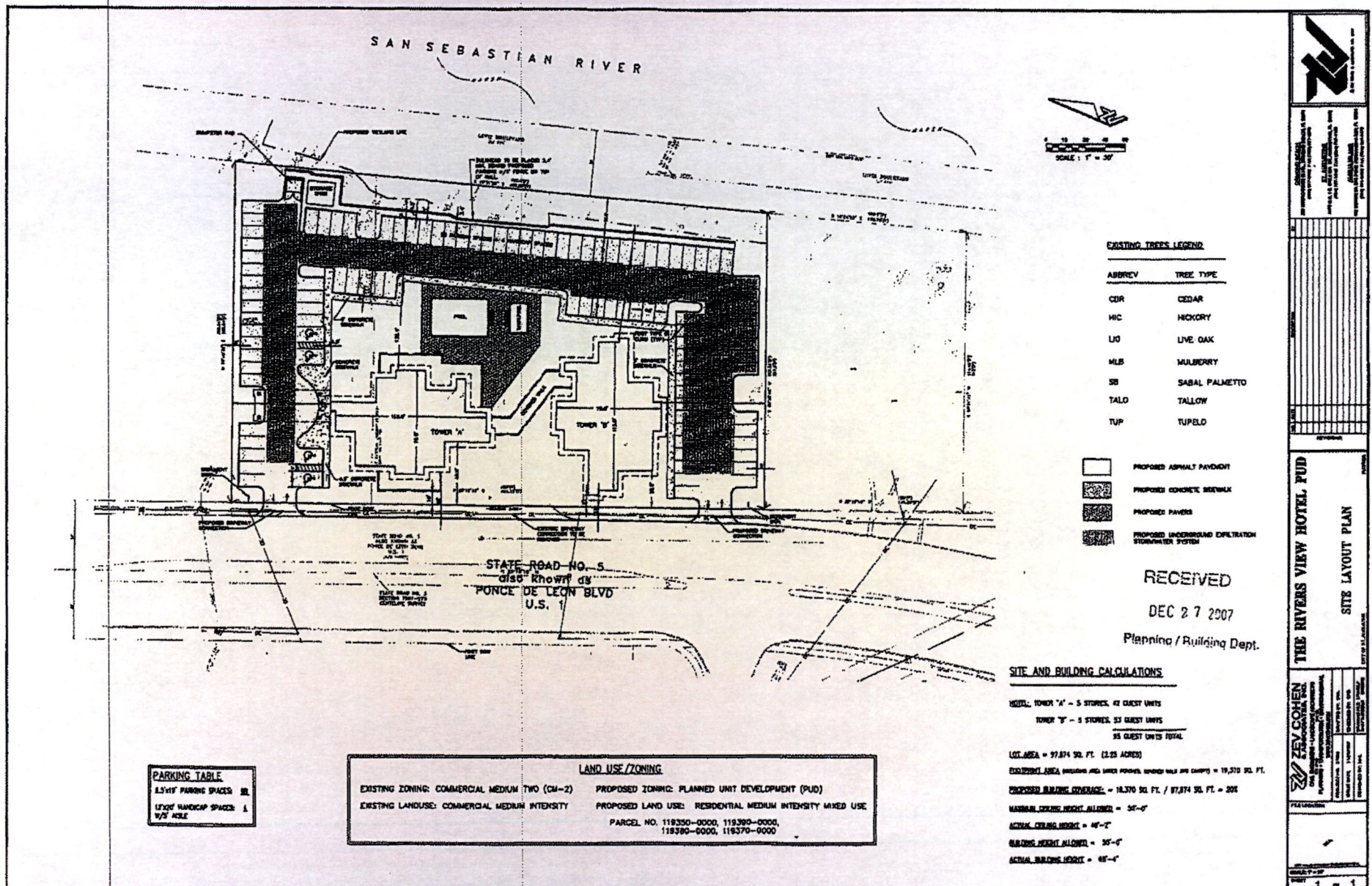


(FULL PLANT PLANS AND DETAILED PLANT LIST WITH SPECIFICATIONS SHALL BE PROVIDED WITH NEXT SUBMITTA.)

- | | | |
|---|---|--|
|  | POINTE PROPOSED LARGE CANOPY TREE | LINE OAK - MINIMUM 9 HT. 1 1/2" CALIBER |
|  | POINTE PROPOSED MEDIUM CANOPY TREE | WINDMILL - MINIMUM 9 HT. 1 1/2" CALIBER |
|  | POINTE PROPOSED MEDIUM CANOPY TREE | SLM. CYPRESS - MINIMUM 9 HT. 1 1/2" CALIBER |
|  | POINTE PROPOSED UNDERSTORY TREE | HALLS - MINIMUM 8 HT. 1 1/2" CALIBER |
|  | POINTE PROPOSED UNDERSTORY TREE | LEUCISTUM - MINIMUM 8 HT. 1 1/2" CALIBER |
|  | POINTE PROPOSED UNDERSTORY TREE | GRACE WHITE - MINIMUM 8 HT. 1 1/2" CALIBER |
|  | POINTE PROPOSED UNDERSTORY TREE | SLANDER - MINIMUM 8 HT. 1 1/2" CALIBER |
|  | POINTE PROPOSED MEDIUM PALM TREE | WINDMILL, SHALIMMILL - MINIMUM 6 FT. |
|  | POINTE PROPOSED ACCENT PLANT: | GRAND LILLY |
|  | POINTE PROPOSED MEDIUM EVERGREEN SHrub: | PRINCEPLA BUNIA, VIRENTATED PITTOPIFORM, MINIMUM 8 FT. |
|  | POINTE PROPOSED LARGE EVERGREEN SHrub: | THE WHITE, MINIMUM 8 FT. |

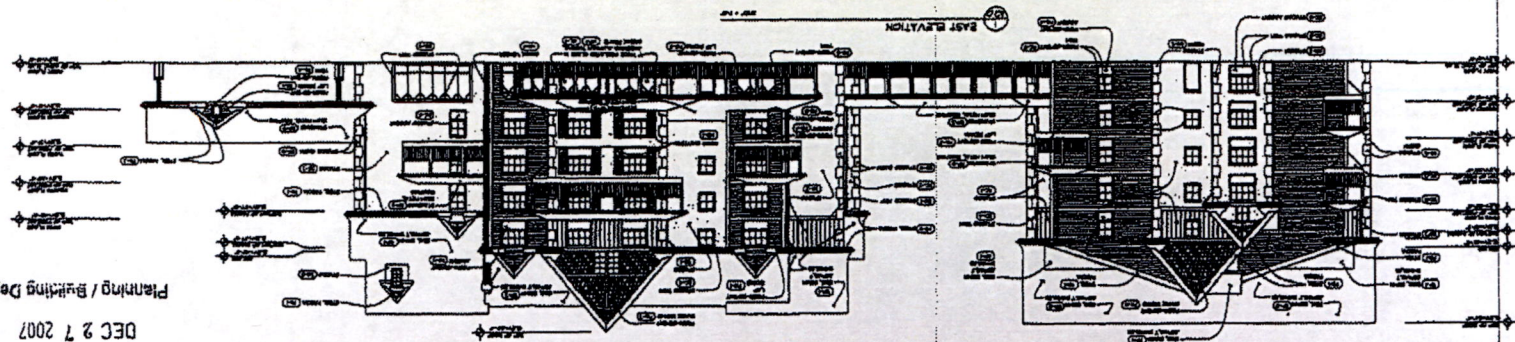
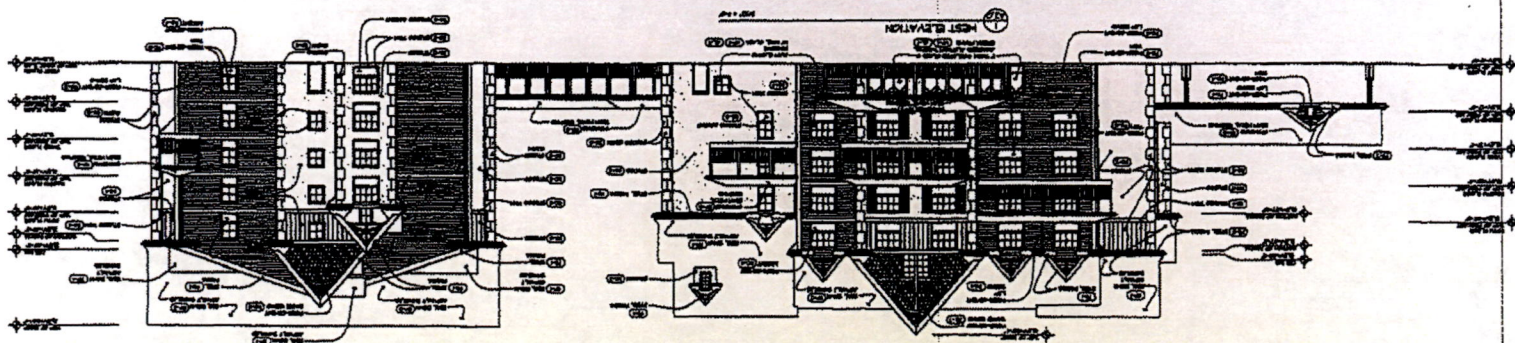
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Planning / Building Dept.



**PRELIMINARY PLANS
NOT FOR CONSTRUCTION**

RECEIVED

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RESOLUTION 2022-36

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA EXPRESSING SUPPORT FOR THE TRANSFER OF THE EXCELSIOR SCHOOL BUILDING TO THE LINCONVILLE MUSEUM AND CULTURAL CENTER.

WHEREAS, the historic Excelsior School building was built in 1925. Designed by architect Fred A. Henderich in the Mediterranean Revival Style; and

WHEREAS, the Excelsior was the first public Black high school in St. Johns County. From 1925 until its closing in 1968, the school educated students of all grades, ranging from elementary to high school, offering a quality education to African American students during a time when education, jobs, and public spaces were segregated under Jim Crow laws; and

WHEREAS, after desegregation in 1968, the Excelsior School closed and government offices occupied the space for a number of years. The historic building was almost lost, but Excelsior alumni and members of the community came together to save the building from demolition; and

WHEREAS, since 2005, the building has housed the Excelsior Museum and Cultural Center becoming the Lincolnville Museum and Cultural Center in 2012. Over the years the museum has expanded to cover more than 13,000 square feet of exhibit space; and

WHEREAS, 2024 will be the 60th anniversary of the 1964 Civil Rights Act and the demonstrations in St. Augustine that brought national attention leading to its passage. The 2024 anniversary calls for the expansion of the museum's Civil Rights interpretation and exhibits; and

WHEREAS, The Lincolnville Museum and Cultural Center has demonstrated its fiscal stewardship of the facility and since 2016, has spent nearly \$1.8 million maintaining the 97-year-old facility. However, grant funding for maintenance is limited because the museum does not own the property. While there is wide-spread community support, admissions and donations do not generate enough income to purchase the property from the state; and

WHEREAS, the Lincolnville Museum and Cultural Center contains exhibits from colonization to present history and offers visitors and residents the most comprehensive interpretation of our African American history and is a unique contribution to St. Augustine's cultural heritage.

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

Section 1. The City of St. Augustine fully supports the transfer of ownership of the historic Excelsior School building to the Lincolntown Museum and Cultural Center.

Section 2. Authorizes the City Manager and staff to work with the Lincolntown Museum and Cultural Center to assist in their efforts in obtaining ownership.

PASSED AND ADOPTED by the City Commission for the City of St. Augustine, Florida this 24th day of October 2022.

ATTEST:

Tracy Upchurch, Mayor

Darlene Galambos, City Clerk

(SEAL)

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

Florida Department of Transportation/City of St. Augustine

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

WITNESSETH

WHEREAS, the LOCAL GOVERNMENT has requested the transfer of State Road 5A, King Street (Section Number 78010027 from US-1 to State Road A1A, Milepost 0.000 to 0.833), and State Road 5A, Cathedral Place/Cordova Street (Section Number 78010026 from SR-A1A to King Street, Milepost 0.000 to 0.216), from the State Highway System to the LOCAL GOVERNMENT, as depicted on the location map, attached hereto as Exhibit "A," the advanced notification form attached hereto as Exhibit "B," and the Right-of-Way Transfer maps attached hereto as Exhibit "C."

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

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

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

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

This Agreement sets forth the terms and conditions under which the LOCAL GOVERNMENT and the DEPARTMENT will abide. The commencement of new jurisdictional and maintenance responsibilities for State Road 5A, King Street, from Milepost 0.250 to Milepost 0.833 and State Road 5A, Cathedral Place/Cordova Street, Milepost 0.000 to Milepost 0.216, will be immediately upon the DEPARTMENT'S Final Acceptance of Drainage Project Number 430897-1, and for State Road 5A, King Street, from Milepost 0.000 to Milepost 0.250, immediately upon the DEPARTMENT'S Final Acceptance of Bridge Replacement Project Number 437428-1.

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

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

- (b) The DEPARTMENT gives up all rights to the road, including the right-of-way, except as may be specified in this Agreement.
- (c) By resolution, attached hereto as Exhibit "D," the LOCAL GOVERNMENT has authorized its representative to enter this Transfer Agreement.
- (d) It is agreed that all obligations of the DEPARTMENT, under any maintenance, utility, or railroad crossing agreement or other such agreement, relating to any specific road to be transferred, shall be transferred at the same time and in the same manner as jurisdictional responsibility. If the agreements were made between the parties to this transfer, and the transferring party will no longer be involved after the transfer takes place, new agreements or amended agreements shall be made between the parties to this transfer. These agreements shall be negotiated and signed prior to the Department Secretary approval of the final Transfer Agreement. The DEPARTMENT acknowledges that copies of any existing permits, agreements and easements have been turned over to the receiving entity for their records prior to the execution of this Agreement.
- (e) Disposition of any telemetered traffic monitoring site will be determined on an individual basis. The Traffic Monitoring Section of the Department's Transportation Data and Analytics Office, in cooperation with the Department District Office, will determine if polling the site is still desirable even if the traffic data is no longer needed for State Highway System reporting
- (f) If there is evidence of historical or archaeological resources that could be adversely impacted after a transfer, the LOCAL GOVERNMENT agrees to maintain the resources in accordance with the Cultural Resource Management Coordinator (CRMC) recommendations, attached hereto as Exhibit "E." If no evidence of historical or archaeological resources is discovered, the LOCAL GOVERNMENT agrees not to adversely affect any such resources if discovered after the transfer.
- (g) Transfer of the Roadway from the DEPARTMENT to the LOCAL GOVERNMENT shall be by right-of-way map transfer ("Map Transfer"). The Map Transfer will take place in two separate occurrences, and as follows: (1) Immediately, or as soon as practicable following the DEPARTMENT'S final acceptance of Bridge Replacement Project Number 437428-1 to convey State Road 5A, King Street, from Milepost 0.000 to 0.250 on section 78010027; and (2) Immediately, or as soon as practicable following the DEPARTMENT'S final acceptance of Drainage Project Number 430897-1 to convey State Road 5A, King Street, from Milepost 0.250 to 0.833 on section 78010027 and State Road 5A, Cathedral Place/Cordova Street, from Milepost 0.000 to 0.216 on section 78010026. The DEPARTMENT shall deliver the Map Transfer to the LOCAL GOVERNMENT within sixty (60) days of the Final Acceptance of the above referenced Projects. The LOCAL GOVERNMENT shall record the Map Transfer, at no cost to the DEPARTMENT, in the public land records of the county in which the road Jurisdiction Transfer is located within 60 days of its receipt and ensure property appraiser records are updated to accurately reflect this transfer. The LOCAL GOVERNMENT shall provide the DEPARTMENT with a copy of the recorded conveyance document within 15 days of receipt of the same from the recording office.
- (h) Obligation of funds to be transferred to the LOCAL GOVERNMENT must be in accordance with Section 339.135(6)(a), Florida Statutes.

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

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

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

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

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

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

St. Augustine, Florida 32025-0210
Telephone: (904) 825-1040

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

|

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

LOCAL GOVERNMENT

THE CITY OF ST. AUGUSTINE

SIGNED BY: _____

Tracy Upchurch
Mayor

ATTEST: _____

LEGAL REVIEWER SIGNATURE:


Isabelle Lopez, City Attorney

DEPARTMENT

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

SIGNED BY: _____

Greg Evans
FDOT District 2 Secretary

LEGAL REVIEWER SIGNATURE:

FDOT Office of the General Counsel

FINAL APPROVAL BY THE SECRETARY OF TRANSPORTATION

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

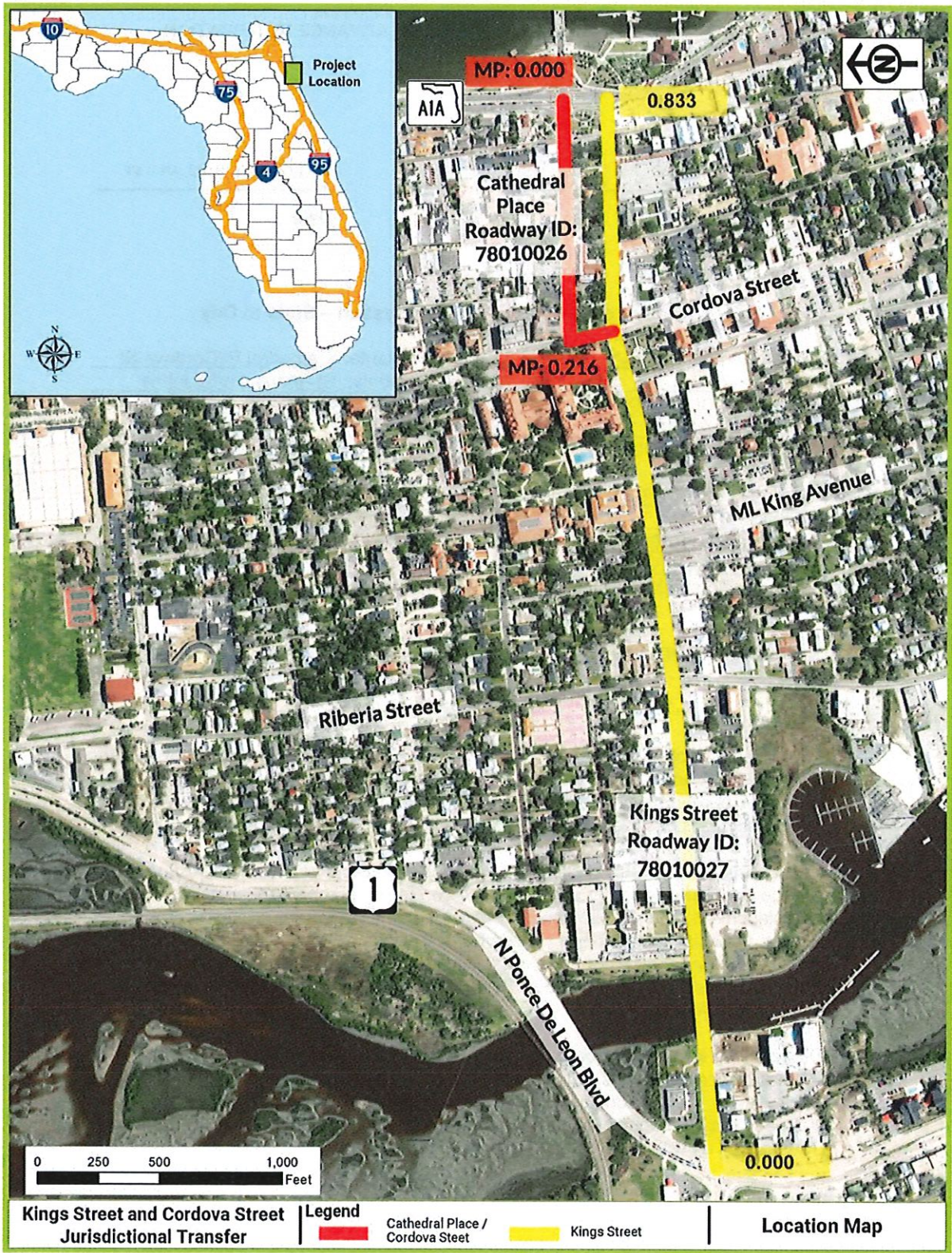
Signed: _____

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

Execution Date: _____

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

Exhibit "A"



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

Exhibit "B"

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

Approved:

DocuSigned by:
Greg Evans
8A93B2A03EC34AA..
(Signature)
FDOT District Secretary

12/1/2021 | 9:03 AM EST

Date

Transfer off the State Highway System – State to City

Road Number: SR-5A
District: 2
Roadway ID: 78010026
From: SR-A1A
(Beginning Mile Point: 0.000)

Road Name: Cathedral Pl/Cordova St
City/County: St Augustine/St Johns
Segment Length: 0.216
To: King St
(Ending Mile Point: 0.216)

Road Number: SR-5A
District: 2
Roadway ID: 78010027
From: Ramps to/from US-1
(Beginning Mile Point: 0.000)

Road Name: King St
City/County: St Augustine/St Johns
Segment Length: 0.833
To: SR-A1A
(Ending Mile Point: 0.833)

District Legal Review by:

DocuSigned by:
Angela Hensel
0D4237CB170D4C2..
(Signature)

12/1/2021 | 8:51 AM EST

Status: The City of St. Augustine (COSA) approached the Department about initiating a RJT of SR-5A and Cathedral Pl/Cordova St from state ownership to the COSA. District Two is requesting approval to draft an agreement with COSA to transfer these roadway segments as requested.

Justification for Transfer: FDOT has a planned project to replace the existing drainage trunk line along King Street due to condition and being undersized. The trunk line replacement requires substantial reconstruction between the existing curbs; however, the existing curbs and outside borders will remain largely untouched. FDOT right-of-way along the corridor was established by maintenance map and is defined as curb to curb, the ownership of the sidewalks and border is unclear (this is in the historic district of COSA).

COSA desires for the corridor to be completely rebuilt and all utilities along the corridor be replaced and be placed underground. This will require additional right-of-way in the historic district, greatly complicate maintenance of traffic, complicate historic resource issues and require substantial coordination between COSA's utilities department and FDOT as well as with FDOT's contractor.

1

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

Exhibit "B"

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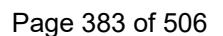
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
ROAD JURISDICTION TRANSFER (RJT) ADVANCE NOTIFICATION

COSA is better suited to take ownership and deliver the King Street improvements due to:

- COSA's control of the majority of the utilities,
- the local government's relationship with the business owners along the corridor,
- COSA's desire to tie in other local roads into the drainage system on King Street (instead of improving King Street a lot and having no impact on other local roads, they would prefer to use the new King Street trunk line to improve all the roads a little) and
- COSA desires to have better/easier control over the corridor for use during events.

Please refer to the location map provided on the next page:

Exhibit "C-1"



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

Exhibit "C-2"

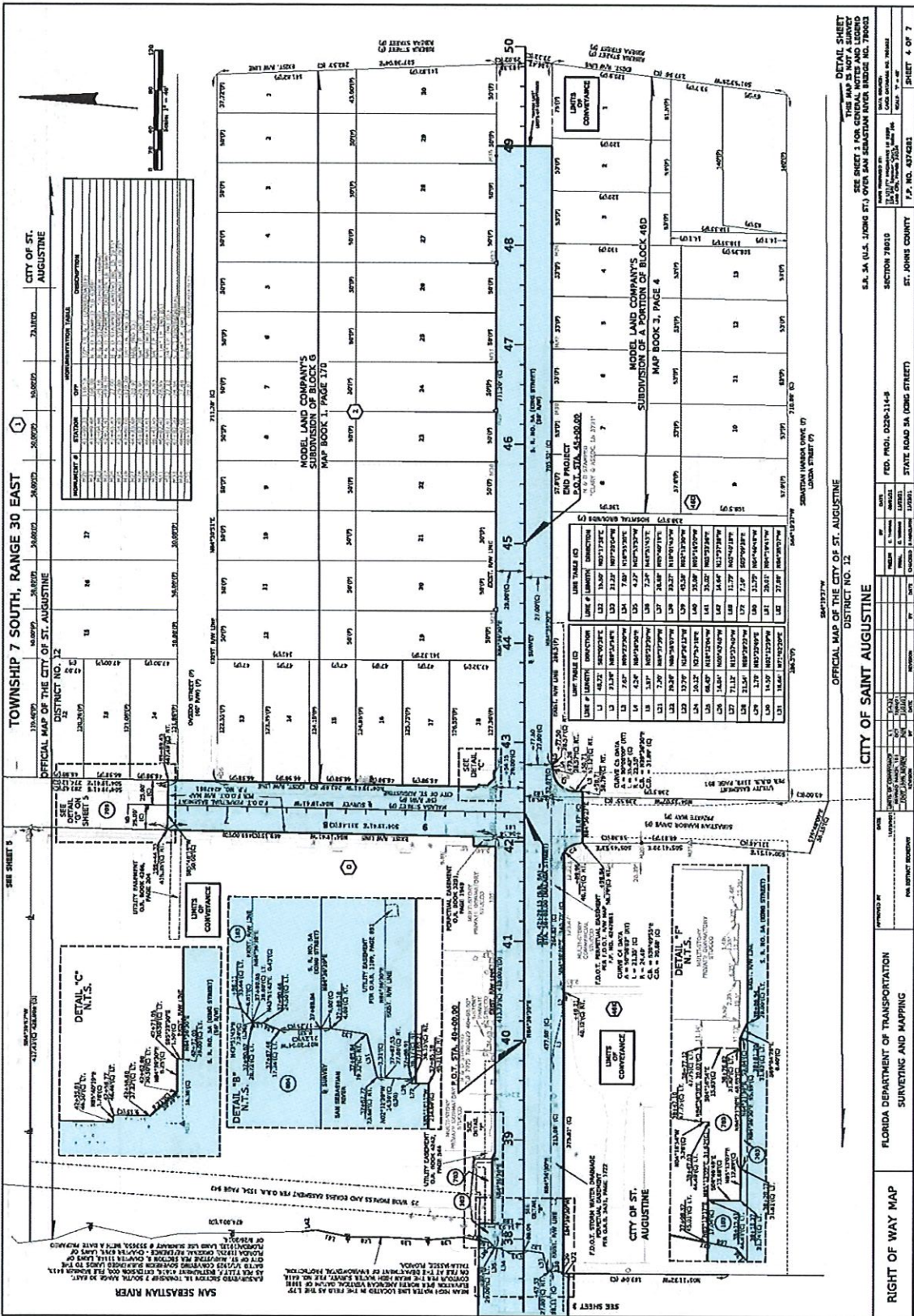


Exhibit "C-3"

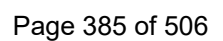


Exhibit "C-4"

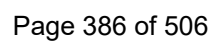
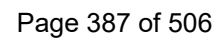


Exhibit "C-5"



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

Exhibit "C-6"

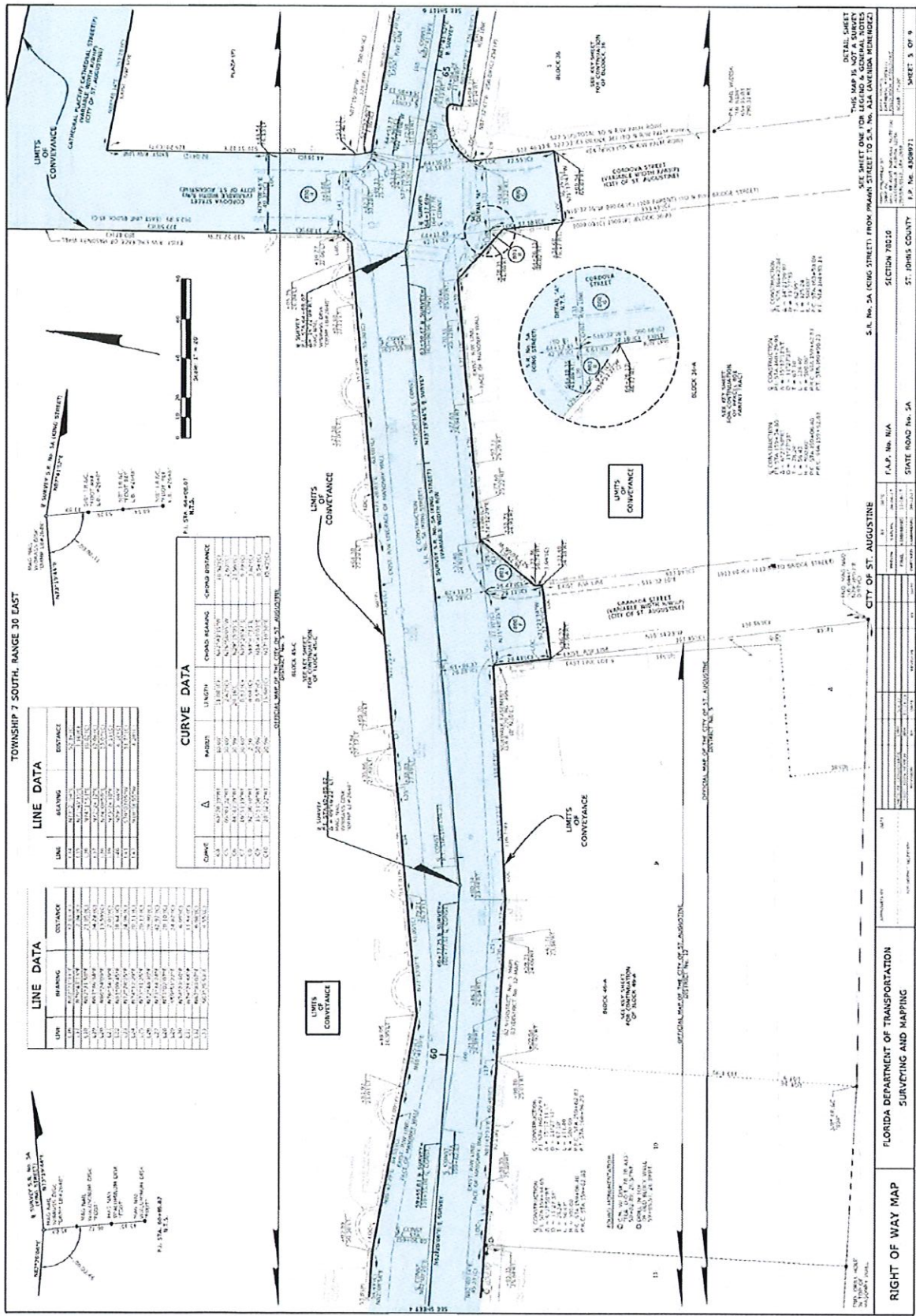


Exhibit "C-7"

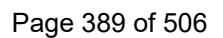


Exhibit "C-8"



Exhibit "C-9"

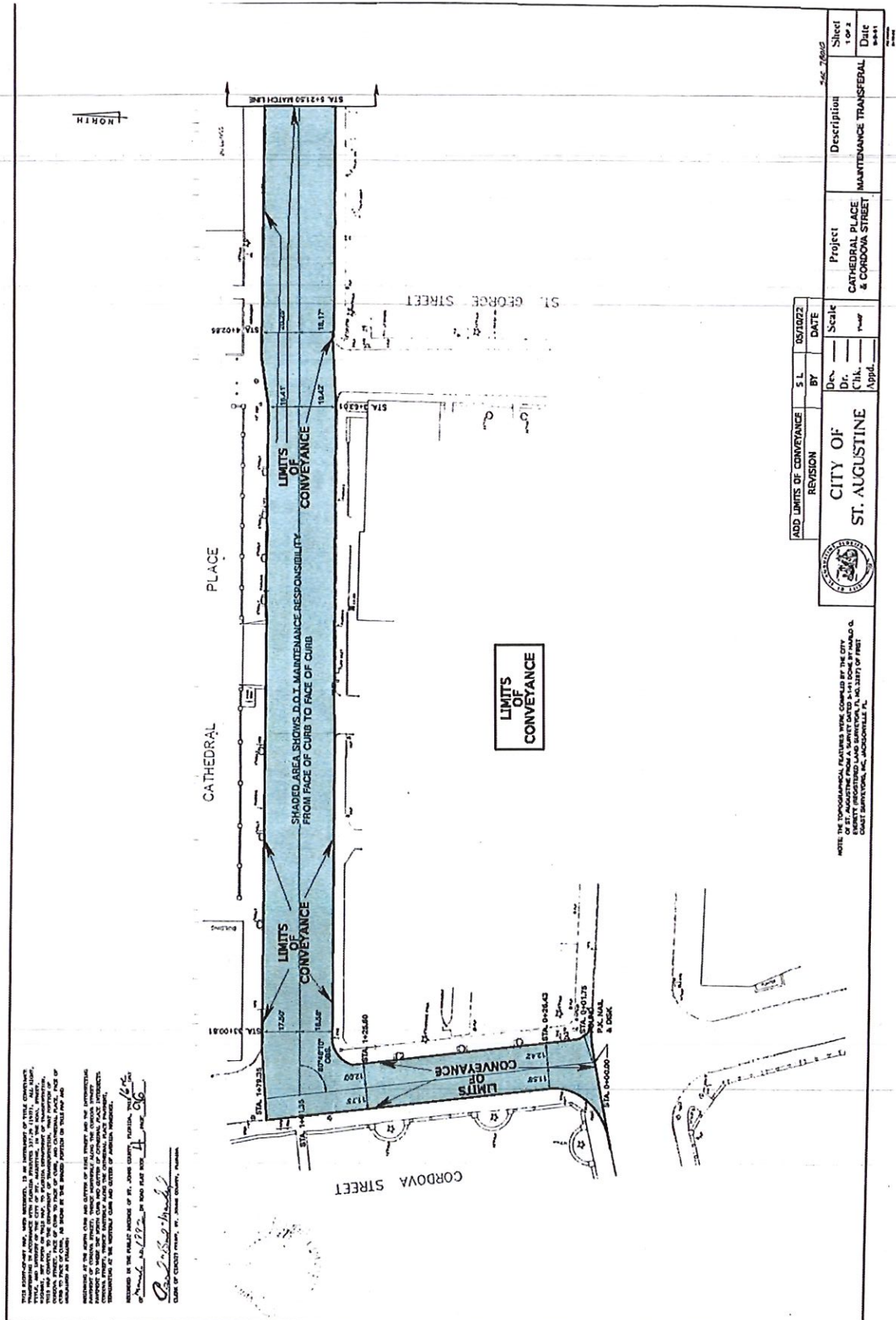
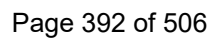


Exhibit "C-10"



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

Exhibit "D"

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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL ENTITY RESOLUTION

Resolution No. 2022-13

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

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

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

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

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

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

Section 1. Legislative findings and intent.

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

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

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

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

Exhibit "D"

DocuSign Envelope ID: E5121A84-A265-4AF9-B848-67089CE83A74

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL ENTITY RESOLUTION

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

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

Section 3. Future Implementing Actions.

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

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

Section 4. Conflicts.

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

Section 5. Savings.

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

Section 6. Severability.

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

Section 7. Effective Date.

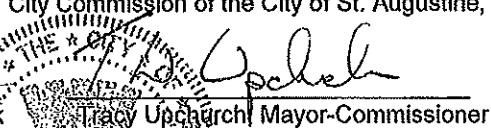
This Resolution shall take immediate effect upon enactment.

Passed and adopted this 9th day of May 2022.

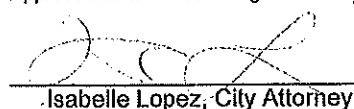
Attest:

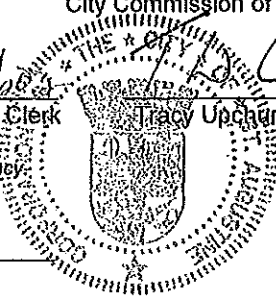
City Commission of the City of St. Augustine, Florida


Darlene Galambos, City Clerk


Tracy Upchurch, Mayor-Commissioner

Approved as to form and legal sufficiency


Isabelle Lopez, City Attorney



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

Exhibit "E"



Florida Department of Transportation

RON DESANTIS
GOVERNOR

1109 South Marion Avenue
Lake City, FL 32025-5874

JARED W. PERDUE, P.E.
SECRETARY

April 28, 2022

Timothy A. Parsons, Ph.D.,
Director and State Historic Preservation Officer
Florida Division of Historical Resources
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, Florida 32399-0250

Attn: Transportation Compliance Review Program

RE: Desktop Review
Roadway Jurisdictional Transfer
State Road 5A from SR A1A to King Street and from US 1 to SR A1A
St. Johns County, Florida
Financial Management Number: N/A

Dear Dr. Parsons,

Enclosed please find one copy of the report titled *Desktop Review for the Roadway Jurisdictional Transfer of State Road 5A (Section Nos. 78010026 and 78010027), St. Johns County, Florida*. This report presents the findings of a desktop review undertaken in support of the proposed Roadway Jurisdictional Transfer (RJT) of State Road (SR) 5A (Cathedral Place/Cordova Street) from SR A1A to King Street (Section 78010026) and SR 5A (King Street) from US 1 to SR A1A (Section 78010027) in St. Johns County, Florida. These approximately 0.38-kilometer (0.216-mile) and 1.34-kilometer (0.833-mile) sections of SR 5A will be transferred from the jurisdiction of the State of Florida to the City of St. Augustine.

As the proposed RJT involves no construction, the project area of potential effects (APE) for the RJT project was defined to include the existing right-of-way for the subject road segment.

The purpose of this investigation was to locate and identify cultural resources within the SR 5A RJT APE. This study was conducted to comply with Chapter 267 of the Florida Statutes and Rule Chapter 1A-46, Florida Administrative Code. All work was performed in accordance with Part 2, Chapter 8 of the FDOT's Project Development & Environment (PD&E) Manual (revised July 2020), as well as the Florida Division of Historical Resources' (FDHR) recommendations for such projects, as stipulated in the FDHR's *Cultural Resource Management Standards & Operations Manual, Module Three: Guidelines for Use by Historic Preservation Professionals*. The Principal Investigator for this project meets the Secretary of the Interior's *Standards and Guidelines for*

Improve Safety, Enhance Mobility, Inspire Innovation
www.fdot.gov

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

Exhibit "E"

Dr. Parsons, SHPO
April 28, 2022
Page 2

Archeology and Historic Preservation (48 FR 44716-42). This study complies with Public Law 113-287 (Title 54 U.S.C.), which incorporates the provisions of the National Historic Preservation Act (NHPA) of 1966, as amended, and the Archeological and Historic Preservation Act of 1979, as amended. The study also complies with the regulations for implementing NHPA Section 106 found in 36 CFR Part 800 (*Protection of Historic Properties*).

Consultation of the Florida Master Site File (FMSF) database (updated January 2022) indicates that 64 previously recorded historic buildings, 23 archaeological sites, eight historic resource groups, three historic bridges, and two historic cemeteries intersect or are on parcels adjacent to the APE. Of these resources, 10 archaeological sites, six resource groups, one bridge, and one cemetery intersect the SR 5A RJT APE, including two historic resource groups that are currently listed in the National Register of Historic Places (NRHP) and one historic resource group that is eligible for listing. An additional 11 historic buildings, one resource group, and one bridge have been recorded on adjacent parcels and are listed or eligible for listing in the NRHP. Because the proposed RJT does not involve any construction, no subsurface testing or field survey was conducted during the present study.

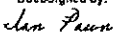
The St. Johns County Property Appraiser's database was used to identify 11 parcels with structures of historic age (i.e., pre-1973) adjacent to the SR 5A RJT APE. These parcels may contain unidentified historic structures or archaeological resources.

Based on the results of this study, it is the opinion of the District that the proposed undertaking will have no effect on NRHP-listed or -eligible historic properties. No further work is recommended.

I respectfully request your concurrence with the findings of the enclosed report.

If you have any questions or need further assistance, please contact Ian Pawn at (386) 961-7886.

Sincerely,

DocuSigned by:

D23D45BCDF514AD...

Ian Pawn
Cultural Resources Coordinator

cc: Terri Newman, Environmental Administrator, FDOT
Lindsay Rothrock, Cultural and Historic Resource Specialist

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

Exhibit "E"

Dr. Parsons, SHPO
April 28, 2022
Page 3

The Florida Division of Historical Resources finds the attached Cultural Resource Overview Screening Report complete and sufficient and ☒ concurs / ☐ does not concur with the determinations of historic significance provided in this cover letter and ☐ does / ☐ does not find applicable the determinations of effects provided in this cover letter for SHPO/FDHR Project File Number <u>2022-2535</u>.	
FDHR Comments:	
Kelly L. Chase, DSHPO (Digitally signed by Kelly L. Chase, SHPO DN: c=US, o=State of Florida, ou=Department of Transportation, email=kelly.l.chase@flhqs.com, cn=Kelly L. Chase, c=US)	5.12.2022
Timothy A. Parsons, PhD, Director Florida Division of Historical Resources	Date

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

Exhibit "F"

Public Hearing Summary

The Public Hearing for the State Road 5A (King Street & Cathedral Place) road Transfer Virtual Public Hearing was held April 20, 2022 at 11:30 a.m. to 12:30 p.m., and the In-Person Public Hearing was held on April 21, 2022 at the First United Methodist Church of St. Augustine, 118 King Street, St. Augustine, Florida 32084. The purpose of the hearing was to afford interested person an opportunity to express their views concerning the project.

The FDOT described the action through the use of handouts, aerial exhibits, and a PowerPoint video presentation. Approximately 19 people attended the virtual presentation and 16 people attended the in-person meeting. All meeting attendees were given an opportunity to review the material and display maps available. Department personnel were on hand to answer specific questions.

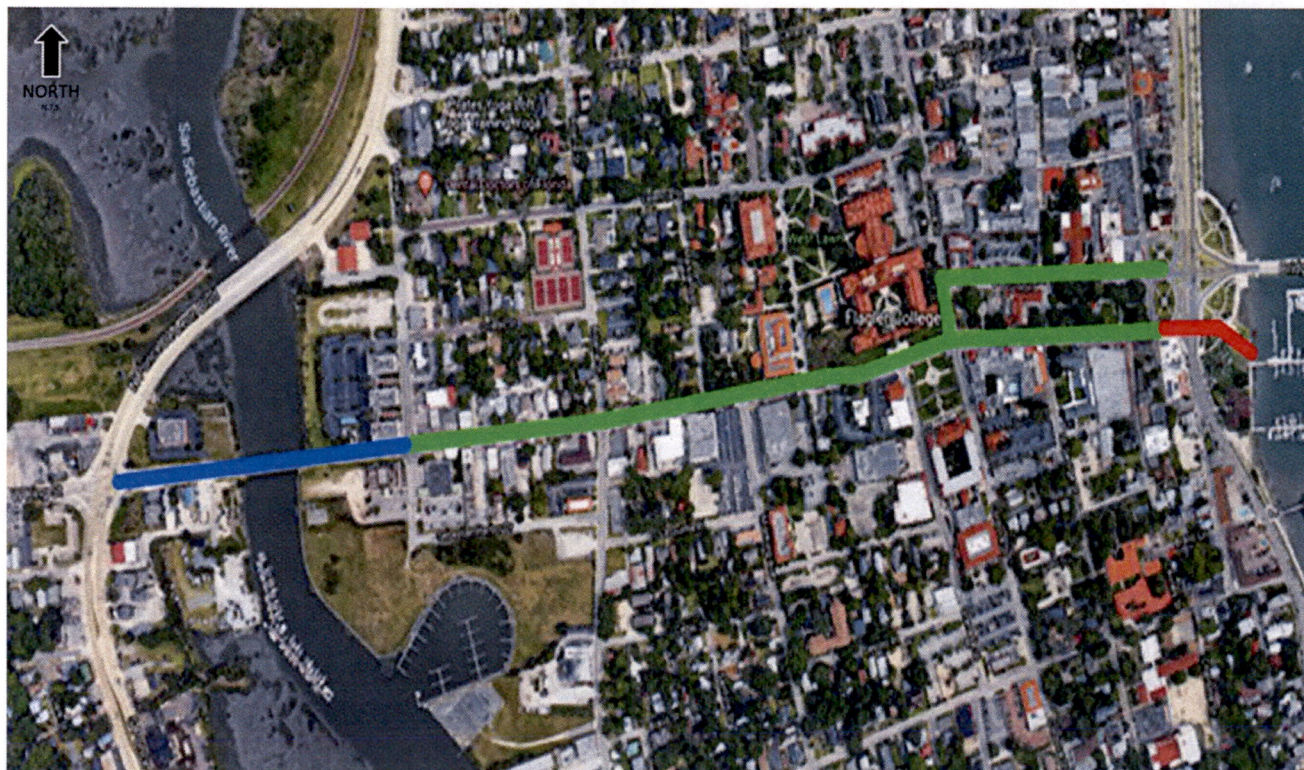
All persons were given an opportunity to express their views concerning the project. FDOT received no oral comments during the on-line comment period and the in-person meeting 2 people spoke during the in-person portion of the public hearing. Nine (9) total written comments received from the virtual and in-person public hearings including the 10 day comment period. The majority of the oral and written comments were in relation to the road transfer project schedule or the King Street bridge placement project construction schedule and maintenance of traffic.

The hearing was concluded at 6:37 p.m. All written comments received by the Department was responded to as appropriate.



CITY OF
ST. AUGUSTINE
EST. 1565

King St Road Jurisdiction Transfer Agreement

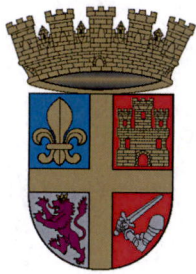


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STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD JURISDICTION TRANSFER (RJT) ADVANCE NOTIFICATION



3



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

WHEREAS, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; and

WHEREAS, the history and culture of our great nation have been significantly influenced by American Indians and indigenous peoples; and

WHEREAS, Native Americans play a critical role in the health and vitality of our nation and the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

WHEREAS, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

WHEREAS, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational, and historical activities have been planned.

*Now therefore, we, the St. Augustine City Commission hereby proclaims November 2022 as **National American Indian Heritage Month** and urges all our citizens to observe this month with appropriate programs, ceremonies, and activities.*

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of St. Augustine to be affixed this 14th day of November in the year of our Lord two thousand and twenty-two and the four hundred and fifty-seventh year of the founding of St. Augustine, the Nation's Oldest City.

Tracy Upchurch, Mayor

2022-17

"Most Loyal and Valorous"

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

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: October 11, 2022

RE: Consent Agenda Item for October 24, 2022, Commission Meeting;
African American Cultural and Historical Grant Award Agreement

The Community Redevelopment Agency Manager is asking that this item be placed on the October 24, 2022, City Commission Meeting Consent Agenda.

Attached please find the Grant Award Agreement (GAA) Between the State of Florida, Department of State and the City of St. Augustine. The City of St. Augustine has been awarded the African American Historical and Cultural Grant by the Department, grant number 23.s.aa.900.112 for the Project "Fountain of Youth Elks Lodge #684 Institutional Rehab". The grant award is in the amount of \$891,932 dollars. This grant was applied for on behalf of the City of St. Augustine Community Redevelopment Agency (CRA) for the purpose of funding the Lincolnville Community Redevelopment Area Institutional Rehabilitation Grant Program project; the Fountain of Youth Elks Lodge #684. The signing of the GAA allows the CRA to proceed with the rehabilitation project.

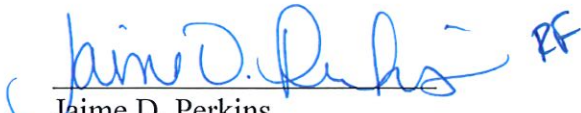
The agreement has been reviewed by the City Attorney.

Recommendation | Action Item:

Staff recommends the Commission authorize the signing of the Grant Award Agreement.

City staff is asking the Commission to:

1. Make a motion to formally acknowledge and accept the award agreement authoring the acceptance of the grant funds in the amount of \$891,932 dollars.


Jaime D. Perkins
CRA Manager

cc: City Attorney & Department Directors

Attachments:
Grant Award Agreement

**GRANT AWARD AGREEMENT BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF STATE**

AND
City of St. Augustine
EYJGVQ5LEQ23
23.s.aa.900.112

This Agreement is by and between the State of Florida, Department of State, hereinafter referred to as the "Department," and the City of St. Augustine hereinafter referred to as the "Grantee."

The Grantee has been awarded an African-American Historical and Cultural Grant by the Department, grant number 23.s.aa.900.112 for the Project "Fountain of Youth Elks Lodge #684 Institutional Rehab/Rehab," in the amount of \$891,932 ("Grant Award Amount"). The Department enters into this Agreement and has the authority to administer this grant in accordance with Section 152 of the 2021-2022 General Appropriations Act and Section 197 of the 2022-23 General Appropriations Act.

Funding for this grant is provided by the federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program established by the American Rescue Plan, Pub. L. No. 117-2 (ARPA), as authorized by the Department of the Treasury. Federal funds disbursed under this program may only be used in compliance with ARPA, Treasury's regulations implementing the Act, applicable provisions of 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other applicable federal statutes, regulations, and executive orders. For additional information about the SLFRF program, see the Assistance Listing in SAM.gov under assistance listing number (formerly known as CFDA number) 21.027.

In consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. **Grant Purpose.** This grant shall be used exclusively for the "Fountain of Youth Elks Lodge #684 Institutional Rehab/Rehab," the public purpose for which these funds were appropriated.

- a. The Grantee shall perform the following **Scope of Work**:

Grant funds will be used to repair structure/frame; install an exterior ADA compliant elevator lift, including dewatering, concrete foundation, elevator pit, pour, grout, and pump; install fire alarm system; repair, finish, and insulate ceiling; repair electric fixtures; repair/replace/demolish exterior stairs; repair/replace flooring; repair/replace a minimum of fifteen (15) interior, entry, and exit doors; repair trim/wood framing-rough carpentry and repair trusses; repair/replace a minimum sixteen (16) windows; rehabilitate four (4) restrooms including installation of bathroom sinks and toilets, and plumbing repairs; repair leaks in roof and repair soffits; paint interior and exterior; rewire electric systems; Upgrade HVAC; hazardous material abatement testing; masonry floor repairs and exterior masonry repairs, including steel and structural repairs; interior finishes, wood framing, and install sheet rock; thermal and moisture protection, including flood mitigation, door dams, waterproof paint, install waterproof shields, and install foundation vents; and general conditions. Grant funds will also be used to procure architecture and engineering services.

All tasks associated with the Project shall meet the requirements set forth in this agreement.

- b. The Grantee agrees to provide the following **Deliverables** and **Performance Measures** related to the Scope of Work for payments to be awarded.

#	Payment Type	Deliverable Description	Documentation	Payment Amount
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1	Fixed Price	Provide one (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) copy of the Certificate of Completion for participation in the Grants Management Webinar demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	One (1) copy of the draft contract with a professional architectural/engineering consultant; one (1) copy of the project timeline to the Department for review and approval; one (1) Certificate of Completion demonstrating a 100/100 score on the AACH Grants Management Quiz; one (1) copy of the SAM.gov entity information form.	\$222,983
2	Fixed Price	Complete and submit a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed for review and approval; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least thirty percent (30%) of the project completed; Photographic documentation of installed project identification sign with Grant Funding Acknowledgement; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$222,983
3	Fixed Price	Complete and Submit one (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks	One (1) copy of a completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least sixty percent (60%) of the project completed; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$222,983

4	Fixed Price	Complete and submit an Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid, for review and approval. In addition, a new/updated FMSF form (for previously extant structures over 50 years old); for the property and executed Restrictive Covenant filed with the County Clerk shall be submitted prior to final payment; a Single Audit Form shall be completed by the Grantee and submitted along with the Final Progress Report prior to final payment; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	One (1) copy of the completed Application and Certificate for Payment (AIA Document G702) and Schedule of Contract Values (AIA Document G703), or their equivalents, showing at least one hundred percent (100%) of the project completed, including all retainage amounts paid; One (1) copy of the new/updated FMSF form (for previously extant structures over 50 years old); One (1) copy of the executed Restrictive Covenant filed with the County Clerk; One (1) Single Audit Form; documentation to support all paid expenditures including detailed paid invoices, bank records, and canceled checks.	\$222,983
Totals				\$891,932

- c. The Grantee has provided an Estimated Project Budget based upon reasonable expenditures projected to accomplish the Grantee's Scope of Work and Deliverables outlined in the Agreement. The Budget provides details of how grant and match funds will be spent. All expenditures shall be in accordance with this budget (which is incorporated as part of this Agreement and entitled Attachment A) and must be incurred during the term of this Agreement, as stated in Section 2 of this Agreement.
- d. Should grant expenditures vary from the budgeted grant amount for any line item in Attachment A (Estimated Project Budget) by more than 20%, the Grantee shall be required to submit a proposal for revision of the Estimated Project Budget with a written explanation for the reason(s) for deviation(s) from the original Estimated Project Budget to the Division for review and written approval.
2. **Length of Agreement.** This Agreement shall begin on July 1, 2021, and shall end June 30, 2023, unless terminated in accordance with the provisions of Section 33 of this Agreement. Contract extensions will not be granted unless Grantee is able to provide substantial written justification and the Department approves such extension. The Grantee's written request for such extension must be submitted to the Department no later than thirty (30) days prior to the termination date of this Agreement and no amendment will be valid until a written amendment is signed by both parties as required in Section 7 and Section 15 of this Agreement.
3. **Contract Administration.** The parties are legally bound by the requirements of this Agreement. Each party's contract manager, named below, will be responsible for monitoring its performance under this Agreement, and will be the official contact for each party. Any notice(s) or other communications in regard to this agreement shall be directed to or delivered to the other party's contract manager by utilizing the information below. Any change in the contact information below shall be submitted in writing to the contract manager within 10 days of the change.

For the Department :

Harley Burgis
Florida Department of State
R.A. Gray Building
500 South Bronough Street
Tallahassee, FL 32399

Phone: 850.245.6393
Email: harley.burgis@dos.myflorida.com

For the Grantee:

Contact: Jaime Perkins
Address: PO Box 210 St. Augustine Florida 32085-0210
Phone: 904.209.4254
Email: jperkins@citystaug.com

4. **Grant Payments.** All grant payments are requested online via <https://dosgrants.com/> by submitting a payment request with documentation that the deliverable has been completed. The total grant award shall not exceed the Grant Award Amount, which shall be paid by the Department in consideration for the Grantee's minimum performance as set forth by the terms and conditions of this Agreement. Grant payment requests are not considered complete for purposes of payment until review of the deliverables for compliance with the terms and conditions of this Agreement by the appropriate Department staff is complete and approval of the deliverable given. The grant payment schedule is outlined below:
 - a. All payments will be made in the amounts identified with the Deliverables in Section 1 of this agreement.
 - b. All payments will be made in accordance with the completion of those Deliverables.
5. **Electronic Payments.** The Grantee can choose to use electronic funds transfer (EFT) to receive grant payments. All grantees wishing to receive their award through electronic funds transfer must submit a Direct Deposit Authorization form to the Florida Department of Financial Services (DFS). If EFT has already been set up for the organization, the Grantee does not need to submit another authorization form unless the organization has changed bank accounts. The authorization form is accessible at https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/vendors/vendor-relations/dfs-a-1-26e-direct-deposit-vendors.pdf?sfvrsn=eff728cf_16 where information pertaining to payment status is also available.
6. **Florida Substitute Form W-9.** A completed Substitute Form W-9 issued by DFS is required from any entity that receives a payment from the State of Florida that may be subject to 1099 reporting. DFS must have the correct Taxpayer Identification Number (TIN) and other related information in order to report accurate tax information to the Internal Revenue Service (IRS). To register or access a Florida Substitute Form W-9 visit <http://www.flvendor.myfloridacfo.com/>. **A copy of the Grantee's Florida Substitute Form W-9 must be submitted to the Department, as required, in advance of or with the executed Agreement.**
7. **Amendment to Agreement.** Either party may request modification of the provisions of this Agreement by contacting the Department to request an Amendment to the Contract. **Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.** If changes are implemented without the Department's written approval, the organization is subject to noncompliance, and the grant award is subject to reduction, partial, or complete refund to the State of Florida and termination of this agreement.
8. **Financial Consequences.** The Department shall apply the following financial consequences for failure to perform the minimum level of services required by this Agreement in accordance with Sections 215.971 and 287.058, *Florida Statutes*.
 - a. Payments will be withheld for failure to complete services as identified in the Scope of Work and Deliverables, provide documentation that the deliverable has been completed, or demonstrate the appropriate use of state or federal funds.
 - b. If the Grantee has spent less than the Grant Award Amount in state or federal funds to complete the Scope of Work, the final payment will be reduced by an amount equal to the difference between spent state or federal dollars and the Grant Award Amount.
 - c. The Division may reduce individual payments by 10% if the completed deliverable is not consistent with any applicable historic preservation standards as outlined in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation available online at <https://www.nps.gov/subjects/historicpreservation/standards.htm> or applicable industry standards.

The Department shall reduce total grant funding for the Project in direct proportion to any required match contributions not met by the end of the grant period. This reduction shall be calculated by dividing the actual match amount by the required match amount indicated in the Agreement and multiplying the product by the Grant Award Amount indicated in the Agreement. Pursuant to Section 17, Grantee shall refund to the Department any excess funds paid out prior to a reduction of total grant funding.

9. Additional Special Conditions.

a) For all projects involving **development activities**, the following special conditions apply:

- i. All project work shall be completed under the supervision of a licensed architect or licensed contractor.
- ii. All project work affecting a Historic Property must be in compliance with the **Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation** available online at:
<https://www.nps.gov/subjects/historicpreservation/standards.htm>
- iii. The Grantee shall provide photographic documentation of the Project activity. Guidelines regarding the photographic documentation are available online at <https://dos.nyflorida.com/historical/grants/special-category-grants/>
- iv. Architectural Services
 - A. All projects shall require contracting for architectural/engineering services.
 - B. The Grantee may request a waiver of this requirement from the Department if they believe that the architectural/engineering services are not needed for the Project. The Department shall make a recommendation to the Grantee after review of the proposed work.

v. Architectural Documents and Construction Contracts

The Grantee shall submit the architectural services contract to the Department for review and approval prior to final execution. In addition, pursuant to *Section 267.031(5)(i), Florida Statutes*, the Grantee shall submit architectural planning documents to the Department for review and approval at the following stages of development:

- A. Upon completion of **schematic design**;
 - B. Upon completion of **design development and outline specifications**; and
 - C. Upon completion of **100% construction documents and project manual**, prior to execution of the construction contract.
- vi. For the construction phase of the Project, in addition to the review submissions indicated above, a copy of the construction contract must be submitted to the Department for review and approval prior to final execution. Department review and approval of said contracts shall not be construed as acceptance by or imposition upon the Department of any financial liability in connection with said contracts.
 - vii. For projects involving ground disturbance (examples include: historic building or structure relocation, grading and site work, installation of sewer and water lines, subgrade foundation repairs or damp proofing, construction of new foundations and installation of landscape materials), the Grantee shall ensure that the following requirements are included in all contracts for architectural and engineering services:
 - A. Ground disturbance around historic buildings or elsewhere on the site shall be minimized, thus reducing the possibility of damage to or destruction of significant archaeological resources.
 - B. If an archaeological investigation of the Project site has not been completed, the architect or engineer shall contact the Department for assistance in determining the actions necessary to evaluate the potential for adverse effects of the ground disturbing activities on significant archaeological resources.
 - C. Significant archaeological resources shall be protected and preserved in place whenever possible. Heavy machinery shall not be allowed in areas where significant archaeological resources may be disturbed or damaged.
 - D. When preservation of significant archaeological resources in place is not feasible, a mitigation plan shall be developed in consultation with and approved by the Division of Historical Resources, Bureau of Historic Preservation's Compliance Review Section (contact information available online at www.flheritage.com). The mitigation plan shall be implemented under the

direction of an archaeologist meeting the *Secretary of the Interiors' Professional Qualification Standards for Archaeology*.

- E. Documentation of archaeological investigation and required mitigation actions shall be submitted to the Compliance Review Section for review and approval. This documentation shall conform to the *Secretary of the Interior's Standards for Archaeological Documentation*, and the reporting standards of the Compliance Review Section set forth in *Chapter 1A-46, Florida Administrative Code*.

b) For all projects involving **survey activities**, the following special conditions apply:

- i. The Grantee shall submit survey contracts to the Department for review and approval prior to execution.
 - ii. A 1A-32 permit must be obtained from the Division of Historical Resources, Bureau of Archaeological Research prior to the beginning of fieldwork conducted in state lands and a copy submitted to the Department, if applicable.
 - iii. For historical structure and archaeological surveys, the Grantee shall follow the historic structure and archaeological survey guidelines as outlined in the documents found online at <https://dos.myflorida.com/historical/grants/small-matching-grants/>. The survey report shall conform to *Chapter 1A-46, Florida Administrative Code*.
- c) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program Grant Subrecipients must comply with the Federal Special Conditions contained in Attachment C.

10. Credit Line(s) to Acknowledge Grant Funding. Pursuant to Section 286.25, *Florida Statutes*, in publicizing, advertising, or describing the sponsorship of the program the Grantee shall include the following statement:

- a. "This project is sponsored in part by the Department of State and the State of Florida." Any variation in this language must receive prior approval in writing by the Department.
- b. All site-specific projects must include a Project identification sign, with the aforementioned language, that must be placed on site. The cost of preparation and erection of the Project identification sign are allowable project costs. Routine maintenance costs of Project signs are not allowable project costs. A photograph of the aforementioned sign must be submitted to the Department as soon as it is erected.

11. Encumbrance of Funds. The Grantee shall execute a binding contract for at least a part of the Scope of Work within six (6) months from the date of execution of this Agreement, except as allowed below.

- a. Extension of Encumbrance Deadline: The encumbrance deadline indicated above may be extended by written approval of the Department. To be eligible for this extension, the Grantee must demonstrate to the Department that encumbrance of grant funding and the required match by binding contract(s) is achievable by the end of the requested extended encumbrance period. The Grantee's written request for extension of the encumbrance deadline must be submitted to the Department no later than fifteen (15) days prior to the encumbrance deadline indicated above.
- b. Encumbrance Deadline Exception: For projects not involving contract services the Grantee and the Department shall consult on a case-by-case basis to develop an acceptable encumbrance schedule.

12. Grant Reporting Requirements. The Grantee must submit the following reports to the Department. All reports shall document the completion of any deliverables/tasks, expenses and activities that occurred during that reporting period. All reports on grant progress will be submitted online via <https://dosgrants.com/>. If the Grant Period end date set forth in Section 2 is extended in accordance with the requirements of Section 7 and Section 15 of this Agreement, additional quarterly progress reports shall be submitted until the expiration of the Grant Period.

- a. **First Project Progress Report** is due by July 15, 2022, for the period April 1 - June 30, 2022.
- b. **Second Project Progress Report** is due by October 15, 2022, for the period July 1 - September 30, 2022.
- c. **Third Project Progress Report** is due by January 15, 2023, for the period October 1 - December 31, 2022.

- d. **Fourth Project Progress Report** is due by April 15, 2023 for the period ending January 1 - March 31, 2023.
 - e. **Fifth Project Progress Report** is due by July 15, 2023, for the period ending April 1 - June 30, 2023.
 - f. **Final Report.** The Grantee must submit a Final Report to the Division within one month of the Grant Period End Date set forth in Section 2 above. All final reports must document the completion of all deliverables/tasks, expenses and activities that occurred by the Grant Period End Date. The Grantee may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, this Agreement, the *Reference Guide for State Expenditures*, and 2 CFR Part 200.
13. **Matching Funds.** Grantee is not required to provide matching funds if the Grant Award Amount is equal to or less than \$500,000. *However*, if the Grant Award Amount is greater than \$500,000, Grantee is required to provide a 50% match of the amount above \$500,000. The Grantee is responsible for any matching funds included in the budget in Attachment A, whether required or voluntary. The Grantee must submit documentation that the match requirements of this Agreement have been met and provide to the Department documentation evidencing expenses incurred to comply with this requirement.
14. **Grant Completion Deadline.** The grant completion deadline is the end date of this Agreement set forth in Section 2 above. The Grant Completion Deadline is the date when all grant and any required matching funds have been paid out or incurred in accordance with the work described in the Scope of Work, detailed in the Estimated Project Budget. If the Grantee finds it necessary to request an extension of the Grant Completion Deadline, an Amendment to the Agreement must be executed as per Section 7, and the stipulations in Section 15 must be met.
15. **Extension of the Grant Completion Deadline.** An extension of the completion date must be requested at least thirty (30) days prior to the end of the Grant Period and may not exceed six (6) months, unless the Grantee can clearly demonstrate extenuating circumstances: *provided, however*; that under no circumstances may this Agreement be extended beyond the period of performance for use of SLFRF funds, as set forth by the Department of the Treasury. An extenuating circumstance is one that is beyond the control of the Grantee, and one that prevents timely completion of the Project such as a natural disaster, death or serious illness of the individual responsible for the completion of the Project, litigation related to the Project, or failure of the contractor or architect to provide the services for which they were contracted to provide. An extenuating circumstance does not include failure to read or understand the administrative requirements of a grant or failure to raise sufficient matching funds. Changes to the original completion deadline shall be valid only when requested in writing, approved by the Department, and an Amendment to the Agreement has been executed by both parties and attached to the original of this Agreement. The Grantee must provide documentation that a portion of the grant funds and match contributions are encumbered and demonstrate to the satisfaction of the Department that project work is progressing at a rate such that completion is achievable within the extended Grant Period.
16. **Non-allowable Grant Expenditures.** The Grantee agrees to expend all grant funds received under this agreement solely for the purposes for which they were authorized and appropriated. Expenditures (grant and match) shall be in compliance with applicable federal and state statutes, regulations, the program guidelines, and this agreement. The following categories of expenditures are non-allowable for expenditure of grant funds and as contributions to required match:
- a) Expenditures for work not included in the Scope of Work of the executed Grant Award Agreement;
 - b) Costs of goods and services not procured in accordance with procurement procedures set forth in the Grant Award Agreement and 2 CFR Part 200;
 - c) Expenses incurred or obligated prior to or after the Grant Period, as indicated in the Grant Award Agreement;
 - d) Expenditures of state or federal financial assistance not in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds as outlined in the Department of Financial Services' Reference Guide for State Expenditures (revised 11/1/2019) and 2 CFR Part 200.
 - e) Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch or any state agency;
 - f) For project activities directed at a Historic Property, expenditures for work not consistent with the applicable historic Preservation Standards as outlined in the Secretary of the Interior's Guidelines available at www.nps.gov/tps/standards/treatment-guidelines-2017.pdf, standards available at <http://www.nps.gov/tps/standards.htm> and [nps.gov/history/local-law/arch_stnds_0.htm](http://www.nps.gov/history/local-law/arch_stnds_0.htm) or applicable industry standards;

- g) Costs for projects having as their primary purpose the fulfillment of Federal or State regulatory requirements, including costs of consultation and mitigation measures required under Section 106 of the National Historic Preservation Act of 1966, as amended, or under Section 267.031, F.S.;
- h) Projects directed at activities or Real Properties that are restricted to private or exclusive participation or access, which shall include restricting access on the basis of sex, race, color, religion, national origin, disability, age, pregnancy, handicap or marital status;
- i) Entertainment, food, beverages, plaques, awards or gifts;
- j) Costs not documented in accordance with the provisions of the Grant Award Agreement;
- k) Indirect costs including Grantee overhead, management expenses, general operating costs and other costs that are not readily identifiable as expenditures for the materials and services required to complete the work identified in the Scope of Work in the Grant Award Agreement. Examples of indirect costs include: rent/mortgage, utilities, janitorial services, insurance, accounting, internet service, monthly expenses associated to security systems, non-grant related administrative and clerical staffing, marketing and fundraising activities;
- l) Administrative and project management expenditures such as expenditures that are directly attributable to management of the grant-assisted Project and meeting the reporting and associated requirements of the Grant Award Agreement;
- m) Grantee operational support (i.e., organization salaries not directly related to grant activities; travel expenditures; per diem; or supplies);
- n) Insurance costs (Exception: costs for builder's risk, workers' compensation and contractor's liability insurance);
- o) Capital improvements to the interior of Religious Properties (Exception: repairs to elements of the structural system. Examples include: foundation repairs, repairs to columns, load bearing wall framing, roof framing, masonry repairs, window and exterior door repairs and restoration practices associated with the building envelope);
- p) Accessibility improvements for Religious Properties;
- q) Parking facilities, sidewalks, walkways, and trails that are the entire scope of work; landscaping; fabrication or design of exhibits; or commercial projects (coffee shops, cafés, and gifts shops as part of the facility are allowable);
- r) Furniture and equipment unnecessary to furnish and operate a new or improved facility as part of a Fixed Capital Outlay project. Specific prior approval must be granted by the Department for all expenditures for furniture and equipment;
- s) Costs associated with attending or hosting conferences, summits, workshops or presentations (Exception: municipal or county required public meetings necessary for completion of the grant assisted project);
- t) Travel expenditures, including those of personnel responsible for items of work approved by the Department, administrative personnel, contracted or subcontracted employees, either for purposes of work on-site or research off-site; and
- u) Tuition waivers, fees, and other non-grant related costs associated with employing students for grant projects.

17. Unobligated and Unearned Funds and Allowable Costs. In accordance with Section 215.971, *Florida Statutes*, the Grantee shall refund to the State of Florida any balance of unobligated funds which has been advanced or paid to the Grantee. In addition, funds paid in excess of the amount to which the recipient is entitled under the terms and conditions of the agreement must be refunded to the state agency. Further, the recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period. Expenditures of state or federal financial assistance must be in compliance with the laws, rules, and regulations applicable to expenditures of state and federal funds, including, but not limited to, the *Reference Guide for State Expenditures* and 2 CFR Part 200.

18. Repayment. All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of the "Department of State" and mailed directly to the following address: Florida Department of State, Attention: African-American Cultural and Historical Grant Program, Department of State, 500 South Bronough Street Tallahassee, FL 32399. In accordance with Section 215.34(2), *Florida Statutes*, if a check or other draft is returned to the Department for collection, Grantee shall pay to the Department a service fee of \$15.00 or five percent (5%) of the face amount of the returned check or draft, whichever is greater.

19. Single Audit Act. The Grantee is required to complete a Single Audit Act certification form through the Department of State grants management system at <https://dosgrants.com/>. Each grantee, other than a grantee that is a State agency, shall submit to an audit pursuant to 2 CFR 200, Subpart F - Audit Requirements, and Section 215.97, *Florida Statutes*. See Attachment B for additional information regarding this requirement.

20. Retention of Accounting Records. Financial records, supporting documents, statistical records, and all other records including electronic storage media pertinent to the Project shall be retained for a period of five (5) years after the close out of the grant. If any litigation or audit is initiated, or claim made, before the expiration of the five-year period, the records shall be retained until the litigation, audit, or claim has been resolved.

- 21. Obligation to Provide State Access to Grant Records.** The Grantee must make all grant records of expenditures, copies of reports, books, and related documentation available to the Department or a duly authorized representative of the State of Florida for inspection at reasonable times for the purpose of making audits, examinations, excerpts, and transcripts.
- 22. Obligation to Provide Public Access to Grant Records.** The Department reserves the right to unilaterally cancel this Agreement in the event that the Grantee refuses public access to all documents or other materials made or received by the Grantee that are subject to the provisions of Chapter 119, *Florida Statutes*, known as the *Florida Public Records Act*. The Grantee must immediately contact the Department's Contract Manager for assistance if it receives a public records request related to this Agreement.
- 23. Restrictive Covenants.** The Grantee and the Property Owner(s), if different, shall execute and file Restrictive Covenants with the Clerk of the Circuit Court in the county where the property is located, prior to initial release of final payment. The Restrictive Covenants shall include at a minimum the following provisions:
- a. The Restrictive Covenants shall run with the title of the property, shall encumber the property and shall be binding upon the Grantee and the Property Owner(s), if different, and their successors in interest for ten (10) years from the date of the recordation of the Restrictive Covenants for projects involving improvements to Real Property.
 - b. The Grantee and Property Owner(s) shall permit the Department to inspect the property at all reasonable times to determine whether the Grantee and Property Owner(s) are in compliance with the terms of the Restrictive Covenants.
 - c. In the case of Historic Properties, the Grantee and Property Owner(s) shall maintain the property in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties.
 - d. In the case of Cultural Facilities, the Grantee and Property Owner(s) shall maintain the property as a building which is to be used primarily for the programming, production, presentation, exhibition or any combination of the above functions of any of the cultural disciplines defined in Section 265.283(7), Florida Statute. These disciplines include, but are not limited to music, dance, theatre, creative writing, literature, architecture, painting, sculpture, folk arts, photography, crafts, media arts, visual arts, programs of museums, and other such allied, major art forms.
 - e. The Grantee and Property Owner(s) agree that no modifications will be made to the property, other than routine repairs and maintenance, without advance review and approval of the plans and specifications by the Department.
 - f. The Restrictive Covenants shall contain the following amortization schedule of the repayment of grant funds, should the Grantee or Property Owner(s) or their successors in interest violate the Restrictive Covenants.
 - i. Amortization Schedule for projects involving improvements to Real Property:
If the violation occurs within the first five (5) years of the effective date of these covenants, the Department shall be entitled to return of the entire grant amount. If the violation occurs after the first five (5) years, the Department shall be entitled to return of the entire grant amount, less 10% for each year past the first five (5).
 - g. Other provisions as agreed upon by the Department and the Grantee.
- 24. Noncompliance with Grant Requirements.** Any Grantee that has not submitted required reports or satisfied other administrative requirements for this grant or other grants from any other Florida Department of State (DOS) Division will be in noncompliance status and subject to the DOS Grants Compliance Procedure. Grant compliance issues must be resolved before a grant award agreement may be executed, and before grant payments for any DOS grant may be released.
- 25. Accounting Requirements.** The Grantee must maintain an accounting system that provides a complete record of the use of all grant funds as follows:
- a. The accounting system must be able to specifically identify and provide audit trails that trace the receipt, maintenance, and expenditure of state funds;

- b. Accounting records must adequately identify the sources and application of funds for all grant activities and must classify and identify grant funds by using the same budget categories that were approved in the grant application. If Grantee's accounting system accumulates data in a different format than the one in the grant application, subsidiary records must document and reconcile the amounts shown in the Grantee's accounting records to those amounts reported to the Department.
 - c. An interest-bearing checking account or accounts in a state or federally chartered institution may be used for revenues and expenses described in the Scope of Work and detailed in the Estimated Project Budget.
 - d. The name of the account(s) must include the grant award number;
 - e. The Grantee's accounting records must have effective control over and accountability for all funds, property, and other assets; and
 - f. Accounting records must be supported by source documentation and be in sufficient detail to allow for a proper pre-audit and post-audit (such as invoices, bills, and canceled checks).
26. **Availability of Funds.** The State of Florida's performance and obligation to pay under this Agreement are contingent upon an annual appropriation by the Florida Legislature, or the United States Congress in the case of a federally funded grant. In the event that the state or federal funds upon which this Agreement is dependent are withdrawn, this Agreement will be automatically terminated and the Department shall have no further liability to the Grantee, beyond those amounts already released prior to the termination date. Such termination will not affect the responsibility of the Grantee under this Agreement as to those funds previously distributed. In the event of a state revenue shortfall, the total grant may be reduced accordingly.
27. **Independent Contractor Status of Grantee.** The Grantee, if not a state agency, agrees that its officers, agents and employees, in performance of this Agreement, shall act in the capacity of independent contractors and not as officers, agents, or employees of the state. The Grantee is not entitled to accrue any benefits of state employment, including retirement benefits and any other rights or privileges connected with employment by the State of Florida.
28. **Grantee's Subcontractors.** The Grantee shall be responsible for all work performed and all expenses incurred in connection with this Agreement. The Grantee may subcontract, as necessary, to perform the services and to provide commodities required by this Agreement. The Department shall not be liable to any subcontractor(s) for any expenses or liabilities incurred under the Grantee's subcontract(s), and the Grantee shall be solely liable to its subcontractor(s) for all expenses and liabilities incurred under its subcontract(s). The Grantee must take the necessary steps to ensure that each of its subcontractors will be deemed to be "independent contractors" and will not be considered or permitted to be agents, servants, joint ventures, or partners of the Department.
29. **Liability.** The Department will not assume any liability for the acts, omissions to act, or negligence of, the Grantee, its agents, servants, or employees; nor may the Grantee exclude liability for its own acts, omissions to act, or negligence, to the Department.
- a. The Grantee shall be responsible for claims of any nature, including but not limited to injury, death, and property damage arising out of activities related to this Agreement by the Grantee, its agents, servants, employees, and subcontractors. The Grantee, other than a Grantee which is the State or the State's agencies or subdivisions, as defined in Section 768.28, *Florida Statutes*, shall indemnify and hold the Department harmless from any and all claims of any nature and shall investigate all such claims at its own expense. If the Grantee is governed by Section 768.28, *Florida Statutes*, it shall only be obligated in accordance with that Section.
 - b. Neither the state nor any agency or subdivision of the state waives any defense of sovereign immunity, or increases the limits of its liability, by entering into this Agreement.
 - c. The Department shall not be liable for attorney fees, interest, late charges or service fees, or cost of collection related to this Agreement.
 - d. The Grantee shall be responsible for all work performed and all expenses incurred in connection with the Project. The Grantee may subcontract as necessary to perform the services set forth in this Agreement, including entering into subcontracts with vendors for services and commodities; and provided that it is understood by the Grantee that the Department shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
30. **Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable laws

and regulations of the local, state and federal law.

31. **No Discrimination.** The Grantee may not discriminate against any employee employed under this Agreement, or against any applicant for employment because of race, color, religion, gender, national origin, age, pregnancy, disability or marital status. The Grantee shall insert a similar provision in all of its subcontracts for services under this Agreement.
32. **Breach of Agreement.** The Department will demand the return of grant funds already received, will withhold subsequent payments, and/or will terminate this agreement if the Grantee improperly expends and manages grant funds, fails to prepare, preserve or surrender records required by this Agreement, or otherwise violates this Agreement.
33. **Termination of Agreement.**
- a. Termination by the Department. The Department will terminate or end this Agreement if the Grantee fails to fulfill its obligations herein. In such event, the Department will provide the Grantee a notice of its violation by letter, and shall give the Grantee fifteen (15) calendar days from the date of receipt to cure its violation. If the violation is not cured within the stated period, the Department will terminate this Agreement. The notice of violation letter shall be delivered to the Grantee's Contract Manager, personally, or mailed to his/her specified address by a method that provides proof of receipt. In the event that the Department terminates this Agreement, the Grantee will be compensated for any work completed in accordance with this Agreement, prior to the notification of termination, if the Department deems this reasonable under the circumstances. Grant funds previously advanced and not expended on work completed in accordance with this Agreement shall be returned to the Department, with interest, within thirty (30) days after termination of this Agreement. The Department does not waive any of its rights to additional damages, if grant funds are returned under this Section.
 - b. Termination for convenience. The Department or the Grantee may terminate the grant in whole or in part when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.
 - c. Termination by Grantee. The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant although the Department must be notified in writing prior to cancellation. After the initial payment, the Project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and the Department. Request for termination prior to completion must fully detail the reasons for the action and the proposed disposition of the uncompleted work.
34. **Preservation of Remedies.** No delay or omission to exercise any right, power, or remedy accruing to either party upon breach or violation by either party under this Agreement, shall impair any such right, power or remedy of either party; nor shall such delay or omission be construed as a waiver of any such breach or default, or any similar breach or default.
35. **Non-Assignment of Agreement.** The Grantee may not assign, sublicense nor otherwise transfer its rights, duties or obligations under this Agreement without the prior written consent of the Department, which consent shall not unreasonably be withheld. The agreement transferee must demonstrate compliance with the requirements of the Project. If the Department approves a transfer of the Grantee's obligations, the Grantee shall remain liable for all work performed and all expenses incurred in connection with this Agreement. In the event the Legislature transfers the rights, duties, and obligations of the Department to another governmental entity pursuant to Section 20.06, *Florida Statutes*, or otherwise, the rights, duties, and obligations under this Agreement shall be transferred to the successor governmental agency as if it was the original party to this Agreement.
36. **Required Procurement Procedures for Obtaining Goods and Services.**
- a. The Grantee shall provide maximum open competition when procuring goods and services related to the grant-assisted project. Procurement documentation supporting maximum open competition must be submitted to the Department for review and approval prior to execution of project contracts.
 - b. Grantee's procurement standards must be consistent with 2 C.F.R. §§ 200.317 – 200.327, as applicable. All procurement

transactions for goods or services must be conducted in a manner providing full and open competition, consistent with the standards outlined in 2 C.F.R. §200.320, which allows for non-competitive procurements only in circumstances where at least one of the four applicable conditions provided are met; *provided, however*, that 2 C.F.R. §200.320(c)(4) is not applicable to SLFRF program awards.

37. **Conflicts of Interest.** The Grantee hereby certifies that it is cognizant of the prohibition of conflicts of interest described in Sections 112.311 through 112.326, *Florida Statutes*, and affirms that it will not enter into or maintain a business or other relationship with any employee of the Department of State that would violate those provisions. The Grantee further agrees to seek authorization from the General Counsel for the Department of State prior to entering into any business or other relationship with a Department of State Employee to avoid a potential violation of those statutes.
38. **Binding of Successors.** This Agreement shall bind the successors, assigns and legal representatives of the Grantee and of any legal entity that succeeds to the obligations of the Department of State.
39. **No Employment of Unauthorized Aliens.** The employment of unauthorized aliens by the Grantee is considered a violation of Section 274A (a) of the Immigration and Nationality Act. If the Grantee knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement.
40. **Severability.** If any term or provision of the Agreement is found to be illegal and unenforceable, the remainder will remain in full force and effect, and such term or provision shall be deemed stricken.
41. **Americans with Disabilities Act.** All programs and facilities related to this Agreement must meet the standards of Sections 553.501-553.513, *Florida Statutes*, and the Americans with Disabilities Act of 1990 as amended (42 U.S.C. 12101, *et seq.*), which is incorporated herein by reference.
42. **Governing Law.** This Agreement shall be construed, performed, and enforced in all respects in accordance with the laws and rules of Florida. Venue or location for any legal action arising under this Agreement will be in Leon County, Florida.

43. Entire Agreement. The entire Agreement of the parties consists of the following documents:

- a. This Agreement
- b. Estimated Project Budget (Attachment A)
- c. Single Audit Act Requirements and Exhibit I (Attachment B)
- d. Federal Special Conditions (Attachment C)
- e. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Attachment D)

In acknowledgment of this grant, provided from funds appropriated in the Florida FY2021-22 General Appropriation Act, the Florida FY2022-23 General Appropriation Act and the federal Coronavirus State Fiscal Recovery Fund (Public Law 117-2), I hereby certify that I have read this entire Agreement, and will comply with all of its requirements.

Department of State:

Grantee:

By: _____

By: _____
Authorizing Official for the Grantee

Division Director _____

Division of _____

Typed name and title

Date

Date

ATTACHMENT A

Estimated Project Budget

Description	Grant Funds	Cash Match	In Kind Match
Repair structure/frame	\$0	\$30,000	\$0
Install an exterior ADA compliant elevator lift, including dewatering, concrete foundation, elevator pit, pour, grout, and pump	\$60,000	\$23,000	\$0
Install fire alarm system	\$0	\$14,500	\$0
Repair, finish, and insulate ceiling	\$0	\$14,000	\$0
Repair electric fixtures	\$25,000	\$0	\$0
Repair/replace/demolish exterior stairs	\$0	\$52,000	\$0
Repair/replace flooring	\$25,000	\$0	\$0
Repair/replace a minimum of fifteen (15) interior, entry, and exit doors	\$11,051	\$0	\$0
Repair trim/wood framing-rough carpentry and repair trusses	\$66,000	\$0	\$0
Repair/replace a minimum sixteen (16) windows	\$35,000	\$0	\$0
Rehabilitate four (4) restrooms including installation of bathroom sinks and toilets, and plumbing repairs	\$60,000	\$0	\$0
Repair leaks in roof and repair soffit	\$72,030	\$0	\$0
Paint interior and exterior	\$0	\$40,000	\$0
Rewire level electric systems	\$35,000	\$0	\$0
Upgrade HVAC	\$35,000	\$0	\$0
Hazardous material abatement testing	\$7,500	\$0	\$0
Masonry floor repairs and exterior masonry repairs, including steel and structural repairs	\$265,862	\$0	\$0
Interior finishes, wood framing, and install sheet rock	\$64,000	\$0	\$0

Description	Grant Funds	Cash Match	In Kind Match
Thermal and moisture protection, including flood mitigation, door dams, waterproof paint, install waterproof shields, and install foundation vents	\$0	\$22,466	\$0
General conditions	\$70,489	\$0	\$0
Architectural/engineering services	\$60,000	\$0	\$0
Totals	\$891,932	\$195,966	\$0

ATTACHMENT B

FEDERAL AND STATE OF FLORIDA SINGLE AUDIT ACT REQUIREMENTS

AUDIT REQUIREMENTS

The administration of resources awarded by the Department of State to the Grantee may be subject to audits and/or monitoring by the Department of State as described in this Addendum to the Grant Award Agreement.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and section 215.97, Florida Statutes (F.S.), as revised (see AUDITS below), monitoring procedures may include, but not be limited to, on-site visits by Department of State staff, limited scope audits as defined by 2 CFR §200.425, or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate with any monitoring procedures or processes deemed appropriate by the Department of State. In the event the Department of State determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by Department of State staff to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

Part I: Federally Funded

This part is applicable if the recipient is a state or local government or a nonprofit organization as defined in 2 CFR §200.90, §200.64, and §200.70.

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. EXHIBIT 1 to this agreement lists the federal resources awarded through the Department of State by this agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of State. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR §§200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR §200.514 will meet the requirements of this Part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §§200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F - Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

U.S. Government Printing Office www.ecfr.gov

Part II: State Funded

This part is applicable if the recipient is a nonstate entity as defined by section 215.97(2), F.S.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a state single or project-specific audit for such fiscal year in accordance with section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement lists the state financial assistance awarded through the Department of State by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of State, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for federal program matching requirements.
2. For the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of section 215.97(8), F.S. This includes submission of a financial reporting package as defined by section 215.97(2), F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal years ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than state entities).

The Internet web addresses listed below will assist recipients in locating documents referenced in the text of this agreement and the interpretation of compliance issues.

State of Florida Department of Financial Services (Chief Financial Officer)

<http://www.myfloridacfo.com/>

State of Florida Legislature (Statutes, Legislation relating to the Florida Single Audit Act) <http://www.leg.state.fl.us/>

Part III: Report Submission

1. Copies of reporting packages for audits conducted in accordance with 2 CFR 200, Subpart F - Audit Requirements, and required by Part I of this agreement shall be submitted, when required by 2 CFR §200.512, by or on behalf of the recipient directly to each of the following:
 - A. The Department of State through the <https://dosgrants.com/> grants management system.
 - B. The Federal Audit Clearinghouse (FAC) as provided in 2 CFR §200.36 and §200.512.

The FAC's website provides a data entry system and required forms for submitting the single audit reporting package. Updates to the location of the FAC and data entry system may be found at the OMB website.
2. Copies of financial reporting packages required by Part II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - A. The Department of State through the <https://dosgrants.com/> grants management system.
 - B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401

111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<https://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Any reports, management letters, or other information required to be submitted to the Department of State pursuant to this agreement shall be submitted timely in accordance with 2 CFR §200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
4. Recipients, when submitting financial reporting packages to the Department of State for audits done in accordance with 2 CFR 200, Subpart F - Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

Part IV: Record Retention

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

EXHIBIT 1

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Department of the Treasury, Coronavirus State and Local Fiscal Recovery Funds, Assistance Listing number (formerly known as CFDA number) 21.027. \$891,932

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

As contained in 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and 31 CFR Part 35, Subpart A – Coronavirus State and Local Fiscal Recovery Funds.

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Not applicable

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Not applicable.

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Not applicable.

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Not applicable.

ATTACHMENT C

FEDERAL SPECIAL CONDITIONS

In addition to the terms and conditions contained in this agreement and the program guidelines generally applicable to grants awarded by the Department, African-American Cultural and Historical Grants, as federal pass-through grants, are also subject to additional federal requirements for use of SLFRF funds. The SLFRF awards are generally subject to the requirements set forth in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 (the "Uniform Guidance"). In all instances, Applicant Organizations should review the Uniform Guidance requirements applicable to your organization's use of SLFRF funds, and SLFRF-funded projects.

The following sections provide a general summary of compliance responsibilities under applicable federal statutes and regulations, including the Uniform Guidance, as described in the 2020 OMB Compliance Supplement Part 3. Compliance Requirements (issued August 18, 2020). Note that the descriptions below are only general summaries and all recipients and subrecipients of SLFRF funds are advised to carefully review the Uniform Guidance requirements and any additional regulatory and statutory requirements applicable to the program.

Grantee, as a subrecipient of federal funds, should ensure they remain in compliance with all SLFRF Award Terms and Conditions.

1. **Allowable Costs/Cost Principles.** As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. As such, the Department will implement robust internal controls and effective monitoring of subrecipients to ensure compliance with the Cost Principles, which are important for building trust and accountability. SLFRF Funds may be, but are not required to be, used along with other funding sources for a given project. Note that SLFRF Funds may not be used for a non-Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.
2. **Cash Management.** SLFRF payments made to recipients are not subject to the requirements of the Cash Management Improvement Act and Treasury's implementing regulations at 31 CFR part 205 or 2 CFR 200.305(b)(8)-(9). As such, recipients can place funds in interest-bearing accounts, do not need to remit interest to Treasury, and are not limited to using that interest for eligible uses under the SLFRF award.
3. **Equipment and Real Property Management.** Any purchase of equipment or real property with SLFRF funds (as approved by the Department) must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.
4. **Period of Performance.** All SLFRF funds remain subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026. Any funds not used must be returned to Treasury.
5. **Procurement, Suspension & Debarment.** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Recipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance requires an infrastructure for competitive

bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties. Your organization must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

6. **Program Income.** Generally, program income includes, but is not limited to, income from fees for services performed, the use or rental of real or personal property acquired under Federal awards and principal and interest on loans made with Federal award funds. Program income does not include interest earned on advances of Federal funds, rebates, credits, discounts, or interest on rebates, credits, or discounts. Recipients of SLFRF funds should calculate, document, and record the organization's program income. Additional controls that your organization should implement include written policies that explicitly identify appropriate allocation methods, accounting standards and principles, compliance monitoring checks for program income calculations, and records. The Uniform Guidance outlines the requirements that pertain to program income at 2 CFR 200.307. Treasury intends to provide additional guidance regarding program income and the application of 2 CFR 200.307(c)(1), including with respect to lending programs.
7. **Reporting.** All recipients of federal funds must complete financial, performance, and compliance reporting. Expenditures may be reported on a cash or accrual basis, as long as the methodology is disclosed and consistently applied. Reporting must be consistent with the definition of expenditures pursuant to 2 CFR 200.1. Your organization should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles. In addition, where appropriate, your organization needs to establish controls to ensure completion and timely submission of all mandatory performance and/or compliance reporting to the Department, for use in its required reporting to Treasury.
8. **SAM.gov Requirements.** All eligible recipients are also required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>). To ensure timely receipt of funding, Treasury has stated that Non-entitlement Units of Government (NEUs) who have not previously registered with SAM.gov may do so after receipt of the award, but before the submission of mandatory reporting.
9. **Recordkeeping Requirements.** Generally, your organization must maintain records and financial documents for five years after all funds have been expended or returned to Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats. Your organization must agree to provide or make available such records to Treasury upon request, and to any authorized oversight body, including but not limited to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and the Pandemic Relief Accountability Committee ("PRAC").
10. **Single Audit Requirements.** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.
11. **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, Treasury will collect and review information from recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status.

12. **General Federal Regulations.** Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 110*et sequence*.
13. **Rights to Patents and Inventions Made Under a Contract or Agreement.** Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.
14. **Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175).** Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
15. **Whistleblower Protection.** Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).
 - i. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
 - ii. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
 - iii. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.
16. **Notification of Termination (2 CFR § 200.340).** In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.
17. **Additional Lobbying Requirements.**
 - i. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
 - ii. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601*et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
 - iii. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this

Agreement for membership dues to any entity or organization engaged in lobbying activities.

18. **Compliance with Assurances.** Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.
19. **Federal Reporting Requirements (FFATA).** Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.
20. **2 CFR Part 200 Appendix 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards** In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
 - i. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
 - ii. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
 - iii. Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#) all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" [60 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - iv. Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#) and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

The Davis-Bacon Act requirements do not apply to projects funded solely with award funds from the SLFRF. Recipients may be otherwise subject to the requirements of the Davis-Bacon Act, when SLFRF award funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.

- v. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of

a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- vi. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- vii. Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- viii. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- ix. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- x. Procurement of Recovered Materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- xi. Prohibition on Certain Telecommunications and video surveillance services or equipment. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - A. Procure or obtain;
 - B. Extend or renew a contract to procure or obtain; or
 - C. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - 1. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

2. Telecommunications or video surveillance services provided by such entities or using such equipment.
 3. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- D. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- E. See [Public Law 115-232](#), section 889 for additional information.
- F. See also 2 CFR [§ 200.471](#).
- xii. Domestic Preferences for Procurements.
- A. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- B. For purposes of this section:
1. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 2. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

ATTACHMENT D

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by contacting the person to which this proposal is submitted.

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS)

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: October 18, 2022

RE: Native American Heritage Month program

This is a request for permission to use the City seal and approval of the partnering of the City of St. Augustine with Flagler College and the National Park Service to provide security for the special event to take place to remember and honor the Cheyenne and Arapaho warriors imprisoned at Fort Marion (Castillo de San Marcos National Monument) from 1875-1878.

The event, FREE and open to the public, will take place Thursday, November 17, 2022, in the Lewis Auditorium which will open at 6pm and be on a first come, first served basis with security screening.

Per City Code Section 2.1, permission to use the City Seal may only be granted by the City Commission. Should you concur, please place this matter on the Consent Agenda for the October 24, 2022, meeting.

A handwritten signature in blue ink, appearing to read "John P. Regan".

John P. Regan, P.E.
City Manager

JPR/lf



Flagler College
74 King Street
St. Augustine, FL 32084
www.flagler.edu

FOR IMMEDIATE RELEASE
Publicity Contact: Beth Sweeny
Director of External and Government Relations
Office: 904.826.8679 | Cell: 239.560.7315

Project Contact: Leslee F. Keys, Ph.D.
Visiting Scholar in Academic Affairs
lkeys@flagler.edu | Cell: 904.814.1022

Castillo de San Marcos NM
1 S. Castillo Drive
St. Augustine, FL 32084
www.nps.gov/casa/index.htm

National Park Service Contact: Steven Roberts
Chief of Interpretation, Education & Visitor Service
Steven_J_Roberts@nps.gov | Phone: 904.829.6506 x222

Honoring the Historic Footprint of the Cheyenne and Arapaho Warriors at Fort Marion, 1875-1878 November 16-17, 2022

Dorothy FireCloud, NPS Native American Affairs Liaison, to speak at Flagler College

St. Augustine, Fla., Flagler College and the National Park Service, with the Cheyenne and Arapaho Tribes of Oklahoma, announce a Native American Heritage Month program. On November 16 and 17, 2022, special events will take place to remember and honor the Cheyenne and Arapaho warriors imprisoned at Fort Marion (Castillo de San Marcos) from 1875-1878. The events feature memorial ceremonies, remembrances, and educational sessions.

Dorothy FireCloud, NPS Native American Affairs Liaison, will close the events with a keynote address. on Thursday, November 17, 2022 at 7 p.m. in Flagler College's Lewis Auditorium, 14 Granada Street. Lewis Auditorium will open at 6 p.m. on a first come, first served, basis for security screening before the program which is FREE and open to the public.

In October, 2020, FireCloud became the Native American Affairs Liaison and Assistant to the Director in the National Park Service (NPS). Her responsibilities include ensuring the NPS meets the requirements of the Department of the Interior's Policy on Consultation with Tribal Nations, and supporting the Director on issues impacting Native American, Alaska Native, and Native Hawaiian communities.

From 2012 to 2020, FireCloud served as Superintendent at two Puebloan NPS sites, Montezuma Castle National Monument and Tuzigoot National Monument in the Verde Valley of Arizona. She joined the National Park Service in 2006 as Superintendent of Devils Tower National Monument, a site of significant spiritual connection to her tribe. She holds a Juris Doctorate from the New Mexico School of Law and has been a member of the New Mexico State Bar since 1991.

Program Events – FREE and Open to the Public

Throughout the two days of events, educational sessions will be presented. Topics will include history of the Cheyenne and Arapaho Tribes, the long-lasting impacts and intergenerational trauma of imprisonments and assimilation efforts, Native American prisoner of war burials in St. Augustine, and the importance and impact of art in recording and preserving Tribal heritage. For more detailed information, please visit www.flagler.edu/castillo.

Castillo de San Marcos: Interpreting Tribal Heritage at Fort Marion

Fort Marion (now Castillo de San Marcos) was used as a prison for Native Americans during conflicts in the 19th Century (1837, 1870s, and 1880s). The National Park Service, in coordination with Flagler College, continues to learn and develop new ways to interpret these significant periods in the history of Castillo de San Marcos. Together, the National Park Service and Flagler College have worked closely with the Cheyenne and Arapaho Tribes of Oklahoma to explore the much-needed perspective of the descendants of those imprisoned.

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About Flagler College

Flagler College, ranked #2 Best Regional College in the south by U.S. News & World Report, encourages students within its 33 majors and 41 minors to think boldly- embrace their futures with confidence, knowledge and enlightened perspectives. Located in the heart of St. Augustine, Fla., Flagler's 2,400 students live in a small town with big adventures. Flagler College was founded in 1968 within the Hotel Ponce de Leon, a National Historic Landmark built by Henry Flagler, Standard Oil co-founder and visionary behind the Florida East Coast Railway. St. Augustine's history and culture, including the legacy Henry Flagler left to the campus, encourages lifelong inquiry, creativity and expanded self-awareness. For more information about Flagler College, visit www.flagler.edu.

About the National Park Service

Built by the Spanish in St. Augustine to defend Florida and the Atlantic trade route, the Castillo de San Marcos National Monument preserves the oldest masonry fortification in the continental United States and interprets more than 450 years of cultural intersections. To learn about the Castillo, please visit the park website at www.nps.gov/casa. Follow the Castillo on Facebook (CastilloNPS) and Instagram (castillonps). Follow Fort Matanzas on Facebook (FortMatanzasNPS) and Instagram (fortmatanzasnps).

Thank you for the following organizations for their support to make these events possible.



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: October 17, 2022

RE: FY 2021/2022 Carry-Forward Requests

Please place on the October 24, 2022 City Commission consent agenda a request for carry-forward funds from the 2021/2022 fiscal year. The total amount requested to carry-forward is \$720,862. A summary of the requested funds is below.

General Fund

Roof Repairs at the Police Department	29,549.00
Equipment for Police cars	18,800.00
Office furniture & equipment for Planning & Building	4,500.00
Electronic plan review software	18,464.00
Facilities Assesment for 13 Dolphin Drive	25,000.00
AGHP Update and Historic Preservation Training	65,500.00
Fish Island Improvements	117,100.00
Entry Welcome Structures	75,000.00
Total	<u>\$ 353,913.00</u>

Utility Fund

Office Equipment & supplies for Environmental Compliance	19,000.00
City Works PLL conversion	75,000.00
Bypass pump for wastewater collections	65,000.00
Total	<u>\$ 159,000.00</u>

Stormwater Fund

Engineering for the Seawall	4,790.00
Upgrades to stormwater inlets	175,000.00
Total	<u>\$ 179,790.00</u>

Visitor Information Center Fund

Vehicle for the garage	<u>\$ 28,159.00</u>
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Total Carryforward Requests	\$ 720,862.00
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Mark E. Simpson, CPA
Finance Director

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: October 24, 2022

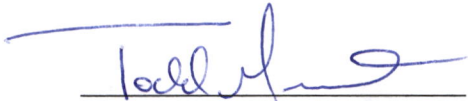
RE: Consent Agenda Item for October 24, 2022, City Commission Meeting;
Presentation for Public Works and Utility Update

We would like to provide the Public Works & Utilities Update to the City Commission and request that the presentation be placed on the Consent Agenda for the October 24, 2022, meeting.

Attached, is a copy of the presentation and if you should have any questions, please contact us.



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



Todd Grant, P.G.
Utilities Director

Attachment: PW & U PowerPoint Presentation

cc: City Attorney & Department Heads



City Commission

Public Works & Utilities

Quarterly Update

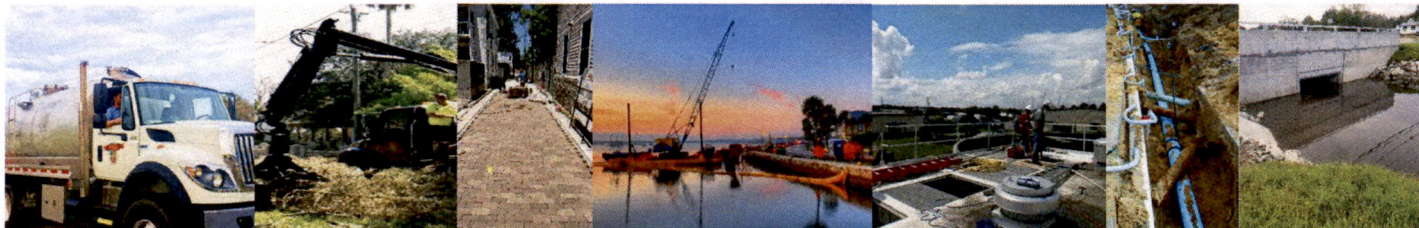
October 24, 2022

Todd J. Grant, P.G.

Director, Utilities

Reuben C. Franklin, Jr., P.E.

Director, Public Works





PW & Utilities Quarterly Update Agenda

- ❖ Resilience Program Updates
- ❖ FEMA 13 Lift Station Rehabilitation Project
- ❖ West Augustine Gravity Sewer Improvements
- ❖ Capital Projects Overview and Status
- ❖ Sustainability and Environmental Updates
- ❖ Development Updates
- ❖ Mobility Program Activity Updates
- ❖ CoSA/FPL Light Conversion Updates
- ❖ Questions and Discussion
- ❖ Appendix – CIP Project Information Sheets & Glossary of Terms



CITY OF
ST. AUGUSTINE
EST. 1565



Planning

Resilience Program Updates



➤ **Stormwater Resilience Master Plan – Staff is Recommending to Post-pone**

- Commission approval to use ARPA Funds ≈ \$2,000,000, request concurrence to leverage ARPA funds as the City's cost share for the USACE Back Bay Feasibility Study (next bullet), in lieu of Stormwater MP
- City awarded \$500,000 from FDEP Resilient Florida to complete an updated Vulnerability Assessment (VA)
- VA will meet the Resilient Florida Program requirements, making the City eligible for future funding/participation

➤ **USACE Back Bay Feasibility Study**

- 3-year, \$3 Million comprehensive study to evaluate coastal storm risks, depending on final geographical boundaries, study could be a 4-year, \$4 Million to evaluate all of the City
- Identified solutions are eligible for Federal cost share funding for construction
- October 9, 2022, staff hosted the South Atlantic Division's Brigadier General Hibner for a projects tour
- City and Corps is working on the Feasibility Cost Share Agreement, goal to execute by the end of the year

Resilience Program Updates



❖ Projects

- ✓ FEMA 13 Lift Stations Rehabilitation - under construction
(www.CityStAug.com/FEMA13)
- ✓ Lake Maria Sanchez Flood Mitigation and Drainage Improvement Project (HMPG) – proceeding with design
(www.CityStAug.com/LakeMariaSanchez)
- ✓ Avenida Menendez Flood Barrier (HMGP) – Phase 1 @ 100% Design, awarded FIND funding (\$550,000), permitting completed
- ✓ South Whitney West King Street Flood Mitigation (HMGP) – design completed, preparing bid solicitations, working with St. Johns County



Resilience Program Updates

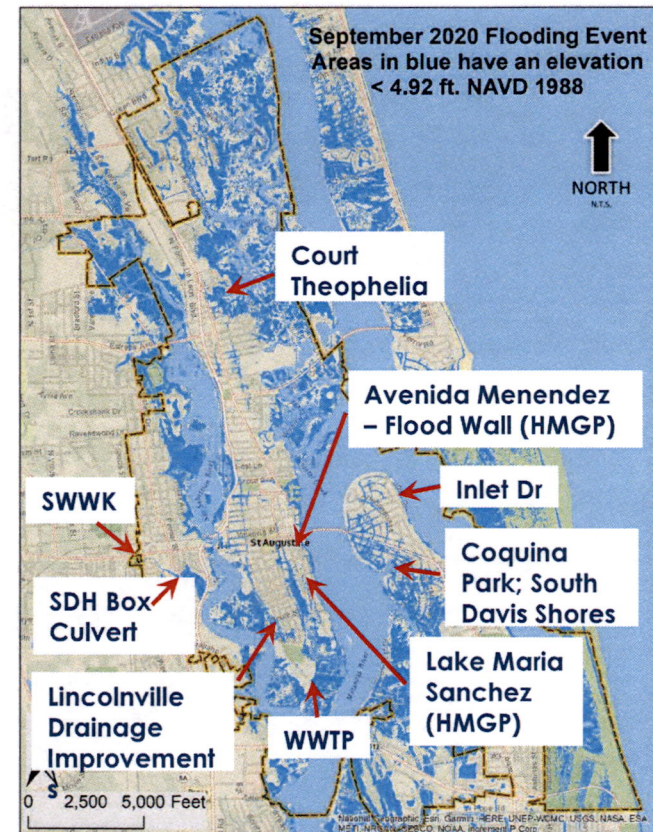


❖ Current Flood Mitigation Investments ≈ \$69,741,833 (\$58,218,292, grant funded, 83%):

- ☐ Lake Maria Sanchez*, **
- ☐ FEMA 13 Lift Station Hardening and Flood Proofing*
- ☐ Wastewater Treatment Plant (WWTP) Flood Proofing
- ☐ South Whitney/West King (SWWK) Flood Mitigation*, **
- ☐ Avenida Menendez Flood Wall*
- ☐ City-wide tide check valves (43 installed, 20 future)**
- ☐ Coquina Park
- ☐ South Dixie Highway Culvert Replacement**
- ☐ Lincolnville Utility and Drainage Improvements*, **
- ☐ South Davis Shores Flood Mitigation and Drainage Improvements*, **
- ☐ Inlet Drive Shoreline Resiliency Improvements*, **
- ☐ Flood Mitigation and Drainage Improvements for the Court Theophelia Neighborhood*, **
- ☐ Coastal Vulnerability Assessment Update**
- ☐ USACE Back Bay Feasibility Study*, **

*Denotes Federally Funded Project (FEMA –PA, HMGP; HUD/DEO-CDBG-NR)

**Denotes State Funded Project (SJRWMD, FDEP)



FEMA 13 LIFT STATIONS REHABILITATION

- ❖ Construction Cost \$13.8M
- ❖ Start Construction Jan 2021
- ❖ Finish Construction Dec 2022
- ❖ Substantially Complete:
 - ❖ LS-4, 5, 6, 7, 11, 21, 22, 23, 24
- ❖ Under construction
 - ❖ 10, 12, 50, 52
- ❖ Arricola Ave. Force Main
 - ❖ Complete
 - ❖ Asphalt repair remains



West Augustine Gravity Sewer Improvements

West Augustine Sewer Master Plan

- ❖ In Design

West 3rd Street Sewer Extension – Volusia to Knowlton St

- ❖ Design Complete
- ❖ Eliminates 20 Residential Septic Tanks

Septic-to-Sewer Program

- ❖ Abandoned 57 septic systems to date

Pearl Street Gravity Sewer

- ❖ In Design - Expanding gravity sewer from existing lift station



CIP Overall Status Summary

Capital Improvement Projects – Through October 24, 2022

Project Scope Development	Conceptual Analysis & Studies	Preliminary Design	Final Design	Bidding Construction Contract	Construction Phase	Substantial Completion	Final Completion
South Tank Potable Water Fill Line	St. Francis Street Utility Improvements	Lake Maria Sanchez Flood Mitigation	Sevilla St Roadway & Utility Improvements	City Marina Crosswalk*	WTP Motor Control Center Replacement	S. Orange Street Utility Adjustments (SJC)	I&I Smoke Testing Sanitary – 16 Basins
SCADA Master Plan	Lift Station 14 Replacement	Stormwater Outfall Tide Check-Valve Master Plan	San Sebastian WM HDD King Street	RO Concentrate Discharge	Hurricane Matthew FEMA 13 Lift Station Rehabilitation	Lift Station 4, 5, 6, 7, 11, 21 22, 23, 24 (FEMA 13)	Automatic Meter Reading Phase 4
Pearl Street Force Main Improvements	Lift Station 8 Replacement	W Augustine Gravity Sewer Master Plan	Avenida Menendez Seawall (HMGP) ⁽¹⁾	Downtown Circulator Route 1	WWTP Headworks Rehabilitation	N. Rodriguez Street Utility Adj (SJC)	Arriola Ave Force Main HDD Improvements
Lighthouse Park Gravity Sewer Improvements	Lift Station 41 Replacement	Inlet Drive Shoreline Stabilization	Duero & Cerro Utility and Storm Improvement	Downtown Improvement District Phase 2A	Parking Pay Station Flood Proofing	I&I Manhole Rehab Basins 16, 17, 20, & 52	Oyster Creek Force Main HDD (FDOT)
Court Theophelia Neighborhood Stormwater and Improvements	Stormwater Master Plan Update Phase 2 *	Stormwater CIPP Lining for Valves	King Street Drainage (FDOT)	S. Holmes Utility Adjustments (SJC)	SR 312 from 207 to Holmes Util Adj (FDOT)		I&I Clean & Inspect Sewer Basins 60, 64, 66, & 70
South Davis Shores Flood Mitigation & Drainage Improvements	USACOE Back Bay Feasibility Study			Santa Rosa Utility Adjustments (SJC)			King Street Ownership Transfer
WWTP Motor Control Center #1 Improvements	Groundwater Monitoring			West 3 rd Street Gravity Sewer Improvements			
King Street Improvements				Pearl Street Gravity Sewer Improvements			
				S. Whitney & W. King Stormwater Improvements ⁽¹⁾			

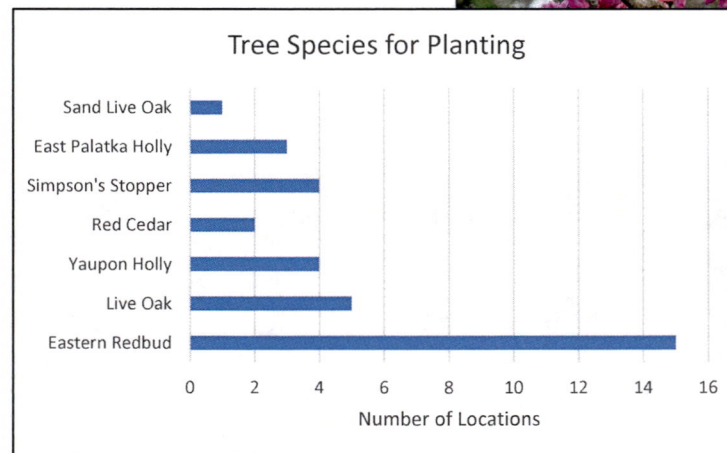
Key:

- ⁽¹⁾ Grant Dependent
- ⁽²⁾ Developer Dependent
- ⁽³⁾ Postponed
- ^(**) Phase Complete

Sustainability Updates

❖ Tree Canopy Enhancement Program Update

- ❖ Year 2 application period closed 6/17/2022 when quantity limits were met
- ❖ Site assessments completed August & September
- ❖ 34 trees to be planted this cycle
- ❖ Currently obtaining legal agreements for planting on private property
- ❖ Target planting trees November – December



Sustainability Updates

❖ Save the Date! Free Recycle Event

- ❖ Friday, November 18
- ❖ 9:00 a.m. – 1:00 p.m.
- ❖ Solid Waste Facility, 601 Riberia St.

- ❖ Free document shredding
 - 5 box limit per resident
- ❖ Recycle outdated & broken electronic devices
- ❖ Recycle used cooking oil

www.citystaug.com/recyclingevents

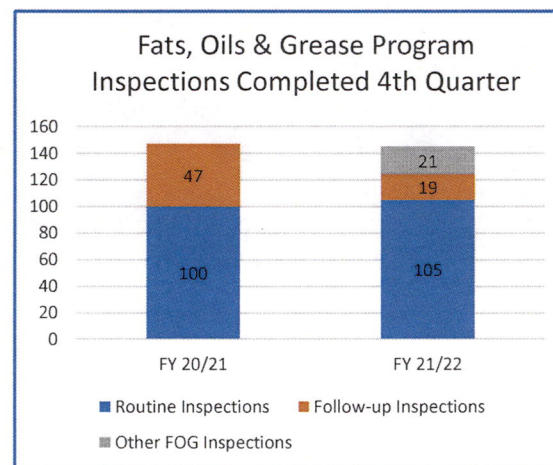
Celebrating America Recycles Day



Environmental Programs Updates

❖ Fats, Oils & Grease Program

- ❖ 147 inspections completed this quarter
- ❖ 19 facilities out of compliance & required follow-up inspections
- ❖ 584 inspections FY21/22
(45% increase over FY20/21)

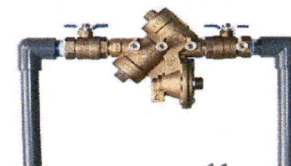


❖ Illicit Discharge Detection & Elimination Program

- ❖ Monthly pollution prevention inspections completed at fleet & marina
- ❖ 105 proactive illicit discharge inspections completed
- ❖ 423 proactive inspections FY21/22
(150% increase over FY20/21)

❖ Cross-Connection Control Program

- ❖ 2,083 active accounts
- ❖ Received/logged more than 352 backflow preventer test reports



Development Updates

STATISTICS FOR FY 2022 YEAR TO DATE

Private Development Projects:

❖ Projects In Active Construction:	25
❖ Projects In Review Process:	15
❖ Submittal Packages Received:	40
❖ Development Permits Issued:	29
❖ Projects Closed Out:	8

Right-of-way Permits Issued:

❖ General:	136
❖ Franchise Utilities:	105



New City Assets From Private Development Projects:

❖ Water Mains:	6,200 feet
❖ Sewer Force Mains:	2,100 feet
❖ Gravity Sewer Mains:	4,700 feet
❖ City Lift Stations:	1
❖ Total Value of New Assets:	\$2,035,000

Mobility Program Activity Update

Progress to Date				
Level/Initiative	Deliverable/Activity	% Complete	Est. Finish	Notes
Neighborhood				
San Marco Bike Lanes	Install bike lanes, crosswalks & sidewalk between US1 & SR16	75%	2/1/2023	Need to request quote from contractor
City				
Parking Code Update	Review and update parking code requirements	30%	1/15/2023	Fall 2022 PZB; Mobility Fee was prioritized
Smart Parking System	Phase 2 Integrate Parking Garage with On/Off Street Parking	90%	TBD	Pilot completed
Tolomato Lot Redesign	Reconstruct lot to include commercial loading zones	50%	2/1/2024	Bids in/over budget
DID Phase 2A	Construct curbless streets on Spanish St (Cuna to Orange)	50%	2/1/2024	Bids in/over budget
May St/San Marco Landscape	Design and install landscaping at the new intersection	90%	2/1/2023	Bids in; Install planned for January 2023
Broudy Multi-Modal Project	Develop public parking as part of a multi modal development	50%	TBD	MOD zoning consideration in process
King St Complete St Design	Design King St, Cordova St and Cathedral Pl as complete streets	0%	6/1/2028	RFQ Advertised
Granada/Cordova Repaving	Add bike lane to Granada St and Sharrows to Cordova St	0%	2/1/2023	Need to request quote from contractor
Circulator - Route 1	Establish a circulator utilizing FDOT grant funds	90%	10/20/2022	Grant is executed and vendor is selected
Local (SJC, CoSAB, TPO, etc.)				
Progress to Date				
Level/Initiative	Deliverable/Activity	% Complete	Est. Finish	Notes
State (FDOT, SJRWMD, DEP)				
Red Cox Rd/Anastasia Blvd	Intersection improvements - Roundabout	30%	-	Working to relocate fire station
BoL Intersection	Intersections improvements at the base of the bridge at Avenida	0%	6/1/2028	In conceptual development
Smart St. Augustine	Deploy dynamic message signs, flood sensor, etc..	0%	6/1/2026	Awarded Raise Grant
Zorayda/A1A Ped Crossing	Design	100%	-	FDOT to schedule construction
Federal				
Major Accomplishments (since July 2022)		Upcoming Activities		
→ Rhythm and Ribs Shuttle		→ Circulator Launch		
→		→ Mobility Week		
→		→ Nights of Lights Shuttle		
Challenges, Risks & Issues				
☐ Land Acquisition for Park and Ride Program				
Key Decisions				
Decisions Required:				
●				

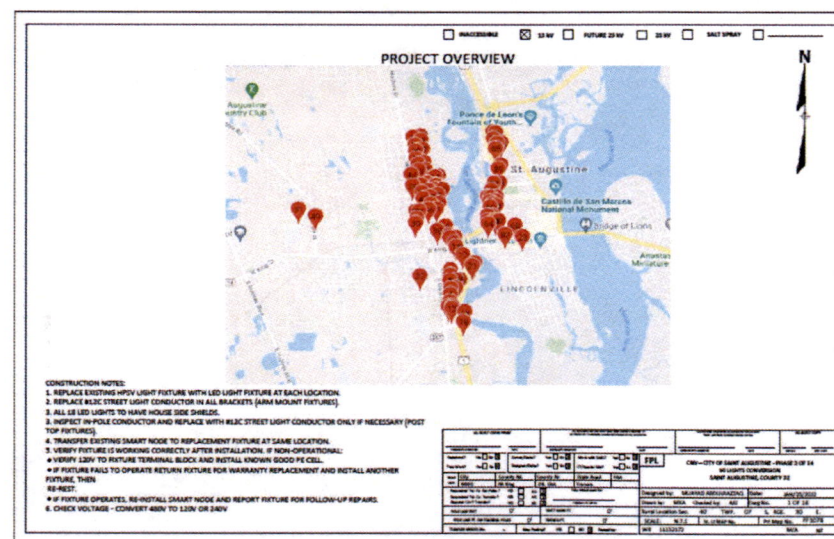
CoSA/FPL LED Light Conversion Program

❖ CoSA / FPL LED Lighting Agreement

- ❖ Agreement signed on December 15, 2021
- ❖ Total of 1,354 Fixtures to be changed from HPS to LED
- ❖ Project was divided into 14 phases
- ❖ 95% Complete

	NAME	KELVIN	LUMEN
PRE (HPS)	70 HPS	2200	9000
POST (LED)	CREE RSW	3000	5000

	NAME	KELVIN	LUMEN
PRE (HPS)	150 HPS	2200	15,000
POST (LED)	AEL ATBS	3000	8,212



CoSA/FPL LED Light Conversion Program

MITIGATING COMPLAINTS

- ❖ Complaints and requests are logged and recorded with the City then submitted to FPL
- ❖ Total of 68 documented complaints
- ❖ Redirection Shrouds and tinting are being used to soften peripheral illumination
- ❖ Continued efforts will be made by the City to refine specific locations in order to adjust to each neighborhood.



Additional Questions and Commission Discussion

Appendix

CIP Project Information Sheets and Glossary of Terms

CIP Project Information Sheet

Anastasia Boulevard Fire Station and Traffic Improvements

The City intends to acquire 5-acres of vacant state land located at Anastasia Park. This land acquisition allows the City to construct a modern fire station in a new location to serve the surrounding area. It will also allow the existing fire station located near the state park entrance to be decommissioned. The City will then work with the FDOT to make intersection improvements at Anastasia Boulevard, Red Cox Road, and Old Quarry Road for safety improvements.

Design Cost:	\$ TBD
Construction Cost:	\$ TBD
Project Status:	Scope
Construction Duration:	TBD

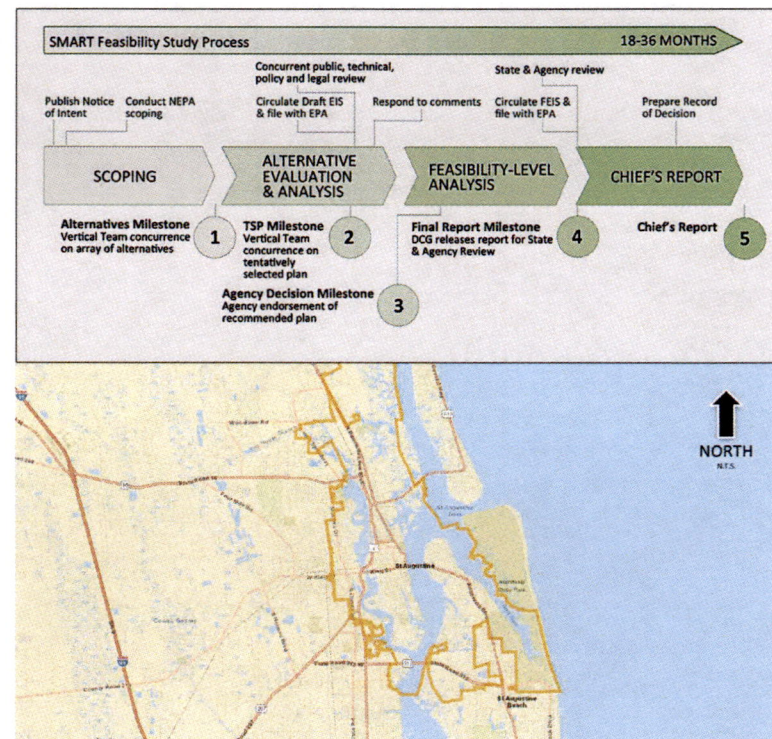


CIP Project Information Sheet

Army Corps of Engineers Back Bay Feasibility Study

The City of St. Augustine Coastal Storm Risk Management (CSRM) Study is a three-year federal feasibility study that investigates coastal storm impacts on the City of St. Augustine. In partnership with the Army Corps of Engineers, City of St. Augustine and its stakeholders, the study will also explore economically-viable and environmentally-sound solutions to mitigate coastal storm risks. The objective of the Study is to investigate Coastal Storm Risk Management problems and identify solutions to reduce damages from coastal flooding that affects population, critical infrastructure, historic and culturally significant resources, and ecosystems, which will benefit the community as future projects are designed to mitigate flooding. Resilient Florida program is granting \$500,000 to this study. US Army Corp will cover 50% of the \$3 million.

Study Cost:	\$ 3.0 M
Construction Cost:	\$ TBD
Project Status:	Solicitation – Study
Study Duration:	2022 – 2025



CIP Project Information Sheet

Arricola Ave Force Main HDD

This project will replace and extend the force main between LS-51 and 52 in South Davis Shores. The existing cast iron force main stops short of LS-52 and discharges into a manhole on Solano Ave. This has caused SSOs (sanitary sewer overflows) at the manhole on Solano. This project will improve our utility, harden the collection and transfer of wastewater, and eliminate SSOs. Design and construction of this project is funded by city bond proceeds.

Design Cost: \$ 181,000
Construction Cost: \$ 620,000
Project Status: Construction
Construction Duration: April 2022 – May 2022



CITY OF ST. AUGUSTINE
 FEMA 13 Lift Stations Rehabilitation and Arricola
 Avenue Force Main

Arricola Force Main UPCOMING WORK

SUMMARY

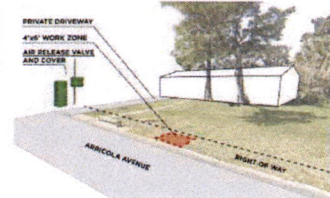
In 2016 Hurricane Matthew storm surge damaged 13 lift stations. After repairing them, the City began investigating upgrading them given the threat of future storm events. The lift station improvements will include a proactive approach to future storm damage. The City will elevate the electrical control panels to account for 500-year flood events and storm surge, and the City will upgrade the wet wells' concrete ballast to resist buoyant forces. **The City is combining the necessary repairs of the lift stations with a new wastewater force main underneath Arricola Avenue.**

IMPACT IN YOUR YARD

Work will be occurring within the public right of way, but the City, contractor, and design team understands many yards do extend from private to public property. The contractors have been instructed to restore any sod or mulch areas to match the surrounding sod / mulch type.

A small number of yards will be impacted with the addition of air release valves and enclosures. This is a critical piece of infrastructure that keeps the force main working correctly. These have been carefully planned around the series of driveways and landscape areas, and continued coordination will continue in the field during construction.

Driveways may be impacted during some times due to laydown of pipe and general coordination. The contractor team is committed to providing access / coordination as much as possible during construction.



WORK TIMELINE

START OF CONSTRUCTION
 Approximately
 March 14, 2022

END OF CONSTRUCTION
 May 2022

IMPACT TIME WITHIN EACH YARD
 1-3 weeks



19.27.20 CONSULTATION, Flow Force Main, 02/23/22 // ML+H // 02.23.2022 v2

CIP Project Information Sheet

Avenida Menendez Seawall

The City of St. Augustine has received federal funding through FEMA's Hazard Mitigation Grant Program to design and construct the final segment of seawall near the Marina. This project will essentially close the "elevation" gap between the existing north (Bayfront Park) and south (2013 Avenida Menendez Seawall) segments. The project entails raising the final segment of seawall to match the north and south elevations, installation of two (2) tide check valves, and rehabilitation of the existing seawall to harden it. The combination of this work will provide for a higher level of flood protection up to the 100-year storm event (also referred to as the 1% annual chance event). The City has also recently applied to the Florida Inland Navigation District (FIND) to help with the construction costs that the City will be responsible for. Decisions on the pending grant application with FIND will be made later this summer or early fall.

Design Cost:	\$ 150,000
Construction Cost:	\$ 1.5 M estimate
Project Status:	Design
Construction Duration:	2023 – 2024



CIP Project Information Sheet

Court Theophelia Neighborhood Stormwater and Utility Improvements

The project includes design, permitting, and construction to replace aged utilities, upgrade existing storm water infrastructure and evaluate structural and non-structural based resiliency options for the neighborhood. A mobility component will also be included. The project outcomes include reconstruction of flood prone and damaged roads due to high tide flooding, improved drainage to provide a higher level of service during rainfall events, replacement of aged utilities, implementation of green infrastructure and/or low impact development to provide water quality benefit with storm water management, potential incorporation of greenspace for multi-project benefits to serve as recreational, storm water mobility and resiliency uses. Resilient Florida program is granting \$ 2,581,600 to this project.

Design Cost:	\$ 200,000 estimate
Construction Cost:	\$ 2,581,600
Project Status:	Solicitation – Design
Construction Duration:	TBD

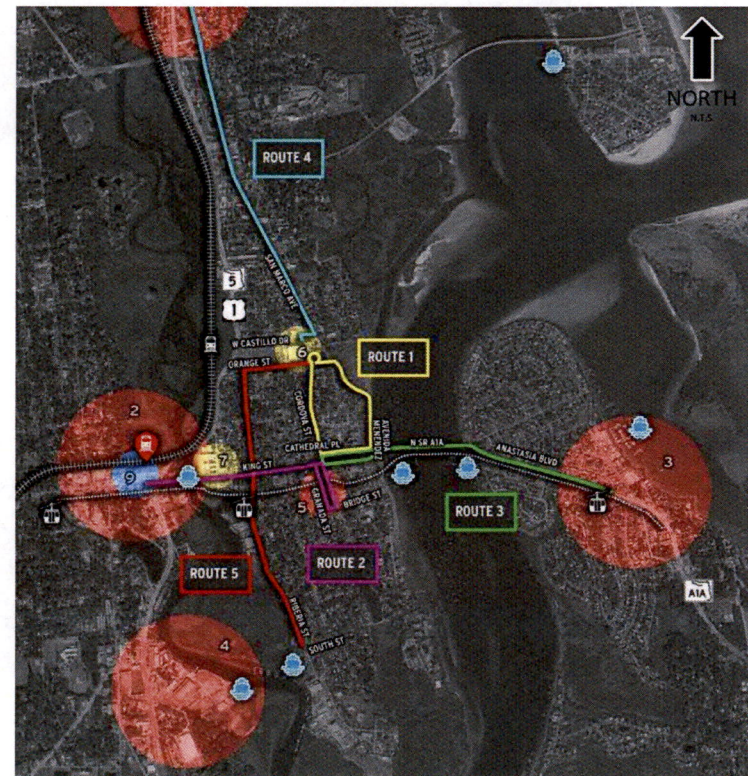


CIP Project Information Sheet

Downtown Circulator – Route 1

This project will operate a bus circulator throughout the city. Beginning in the red brick cul-de-sac at the City of St. Augustine (CoSA) Visitor Information Center (VIC) located at 10 South Castillo Drive, the Circulator will travel south to the intersection of Cordova Street at Orange Street. Then turn left and travel east along Orange Street to South Castillo Drive. Then turn right onto South Castillo Drive and travel in a southeasterly direction to Avenida Menendez and turn right onto Avenida Menendez. Then right on Cathedral Place and right onto Cordova Street heading north back to the VIC. The total travel distance is 1.12 miles, and travel time is estimated to be 15 minutes during normal traffic conditions and should include normal required time for passengers unloading/loading at the 3 Stops. Frequency of Stops are desired to be in 15-minute intervals. FDOT is providing \$1.0 million operational funding for five years.

Operation Cost:	\$ 1.0 M annually
Construction Cost:	\$ NA
Project Status:	Solicitation
Operation Duration:	5 years



CIP Project Information Sheet

Downtown Improvement District Phase 2A

Part 1: Reconstruct Spanish St. (from Cuna St. to Orange St.) and Tolomato Ln (from Spanish St. to Cordova St.) as curb-less streets with coquina sidewalks and brick cart path. Improvements include underground water and sewer upgrades, stormwater pipes, and inlets, road regrading, concrete work, street lighting and landscaping.

Part 2: Reconfigure and reconstruct Tolomato Lot to include parking, commercial loading zones, a trash compactor enclosure and a recycling enclosure. The improvements include concrete pavement, pervious pavers, and loose coquina shell parking surface. Additionally, there is improved lighting, landscaping, bike racks, a perimeter masonry wall and pedestrian connections to Spanish St. Special care is to be taken to protect existing trees that are to remain.

Design Cost:	\$ 200,000
Construction Cost:	\$ 2.0 M estimate
Project Status:	Solicitation - Construction
Construction Duration:	2022 – 2023



CIP Project Information Sheet

Duero and Cerro St. Stormwater and Utility Improvements

This project will replace and improve utilities along Duero Street, Twine Street, and Cerro Street. Stormwater collection inlets and culverts will be replaced along Duero Street, between MLK Ave. and Blanco Street, and added along Cerro Street. Gravity sewer, water main, and force main improvements will also occur along Duero Street, Cerro Street, and the block of Twine Street between.

Design Cost:	\$ 144,000
Construction Cost:	\$ TBD
Project Status:	Design
Construction Duration:	TBD

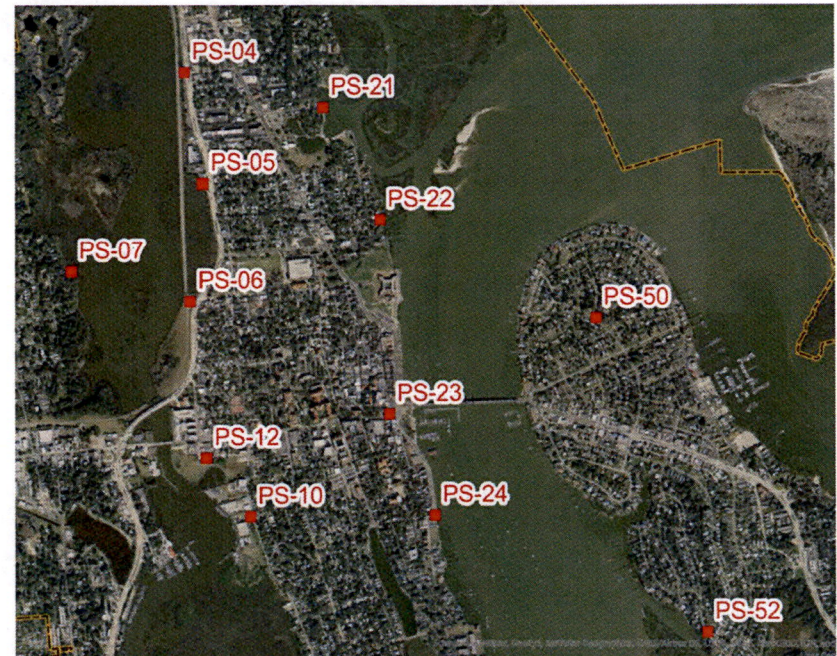


CIP Project Information Sheet

FEMA 13 Lift Station Rehabilitation and Replacement

These 13 lift stations (LS-4, 5, 6, 7, 10, 11, 12, 21, 22, 50, & 52) were identified as being damaged during hurricane Mathew, and again during hurricane Irma. This project will elevate, rehabilitate, replace, and harden the lift stations against future storms and flooding events. This project is funded through FEMA's Public Assistance program with 75% reimbursable, the State reimbursing 12.5%, and the city's share 12.5%.

Design Cost:	\$ 1.4 M
Construction Cost:	\$ 14.8 M
Project Status:	Construction
Construction Duration:	Sept 2020 – Feb 2023



CIP Project Information Sheet

Groundwater Monitoring

This project will focus on predicting impacts, specifically to critical infrastructure, of sea level rise by installing a monitoring network to accurately measure rates of change in current shallow groundwater elevation and water quality. The monitoring network proposed will contain up to 60 monitoring points. A professional licensed surveyor will survey each point. Monitoring will be scheduled/sequenced to represent the same atmospheric / geologic conditions each monitoring period to attempt to replicate these variables. All data (sea level, groundwater, water quality & creek level) will be compiled and summarized quarterly, building the data set. Daily rainfall along with any severe storm activity will also be summarized. Resilient Florida program is granting \$ 217,100 for this project.

Design Cost:	\$ 7,000 estimate
Construction Cost:	\$ 210,100 estimate
Project Status:	Solicitation – Design
Construction Duration:	TBD

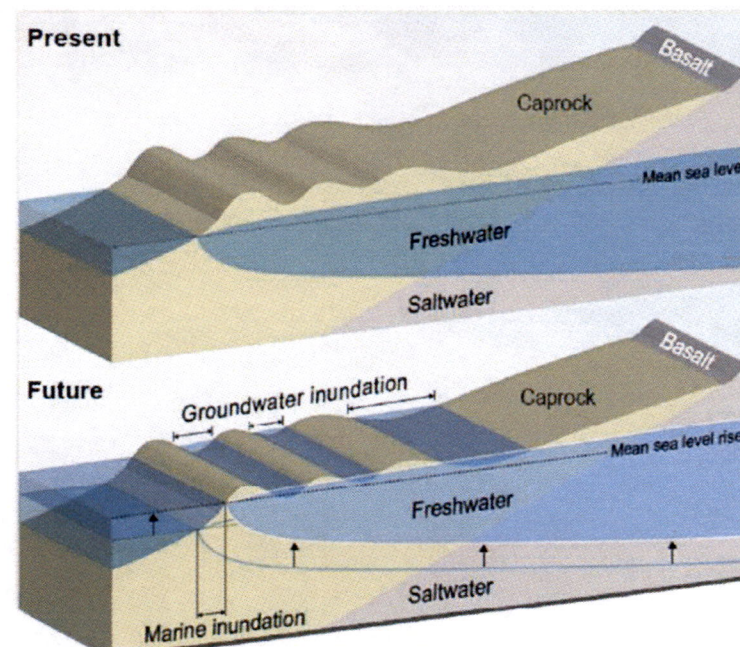


Figure 19. Conceptual diagram of groundwater inundation, obtained from Rotzoll and Fletcher (2012).

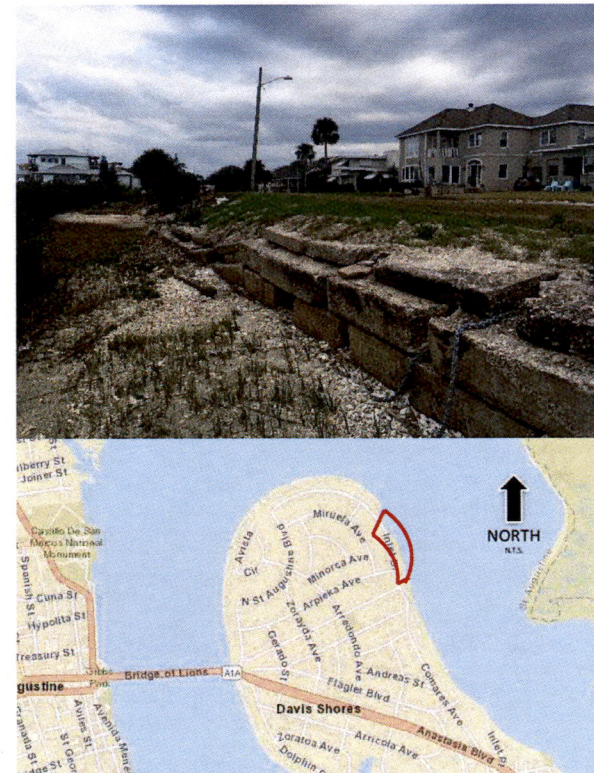
CIP Project Information Sheet

Inlet Drive Shoreline Stabilization

This project would look to include a combination of structural and non-structural based solutions (living shoreline enhancement, thin layer placement of dredged material etc.) to elevate and protect a section of shoreline that is subject to coastal erosion that would provide a higher level of flood protection for a critical residential road in the North Davis Shores neighborhood. This would also include upgrading the existing storm infrastructure and installation of a tide check valve. Resilient Florida program is granting \$711,090 to this project.

Design Cost:
Construction Cost:
Project Status:
Construction Duration:

\$ 36,000 estimate
\$ 620,000 estimate
Solicitation – Design
TBD



CIP Project Information Sheet

King Street Ownership Transfer

The Florida Department of Transportation (FDOT) transfers the ownership of right-of-way for King Street, Cathedral Place, Cordova Street and the San Sebastian Bridge located between US 1 and Avenida Menendez to the City of St. Augustine (CoSA). It is in the best interest of the CoSA to control this entry corridor bisecting the City to enact mobility improvements consistent with the CoSA's Mobility Plan. Ownership of the bridge will be transferred to CoSA once the reconstruction is complete. The FDOT commits to a redesign of the intersections located at the western base of the Bridge of Lions including Cathedral Place/Avenida Menendez and King Street/Avenida Menendez. The FDOT also commits to evaluating and if feasible work with the City to design, permit and construct a pedestrian/bicycle bridge crossing US 1 connecting east King Street to west King Street. FDOT is providing up to \$18.0 million in reimbursement for this project.

Design Cost:	\$ 1.0 M estimate
Construction Cost:	\$ 17.0 M estimate
Project Status:	Design
Construction Duration:	TBD



CIP Project Information Sheet

King Street and San Sebastian River WM HDD

This project will replace the existing water main on King Street crossing San Sebastian river. FDOT is replacing the bridge on King Street that crosses the San Sebastian river. The city's existing cast iron water main is an aerial crossing adjacent to the bridge. The new water main will be a horizontally-directionally-drilled (HDD) water main beneath the river. This water main replacement will occur before the FDOT bridge replacement project.

Design Cost:	\$ 100,000
Construction Cost:	\$ 400,000 estimate
Project Status:	Design
Construction Duration:	TBD



CIP Project Information Sheet

Lake Maria Sanchez Flood Mitigation & Drainage Improvements

This project will benefit approximately 200 acres of the historic district of the Nation's Oldest City. It will provide an increased level of flood protection from increasing high tide events, storm surge and future sea level rise by incorporating a combination of resilience strategies which include upgrades to the existing stormwater infrastructure, installation of a stormwater pump station, construction of a flood wall, and installation of tide check valves. The project area includes several historic buildings and structures listed on the National Register of Historical Places. By maintaining the integrity of the Nations Oldest City through implementation of this project, it will help our regionally significant historical and cultural assets benefiting the County and arguably the Northeast Florida region. FEMA Hazard Mitigation program is granting \$ 8.6 million and Resilient Florida program is granting \$18.8 million for this project.

Design Cost:	\$ 1.8 M
Construction Cost:	\$ 27.0 M estimate
Project Status:	Design
Construction Duration:	2023 – 2026



CIP Project Information Sheet

Lift Station 8, 14, and 41 Replacement

These projects will replace existing city lift stations located throughout the city. Lift station 8 and 14 are circa 1960's "can" stations utilizing a wet and dry pit. LS-41 is an existing suction-lift wastewater pumping station. The new stations will be modern submersible duplex stations with an emphasis on resiliency and hardening against storm surge and flooding.

Design Cost:	\$ 360,000 estimate
Construction Cost:	\$ 3.0 M estimate
Project Status:	Design
Construction Duration:	TBD



CIP Project Information Sheet

Lighthouse Park Gravity Sewer Improvements

This project will bring gravity sewer collection systems to the greater Lighthouse Park Neighborhood area. This neighborhood area was identified in the Septic Tank Vulnerability Assessment study as one the top contributors to surface water nitrogen from septic within the city limits. This project will eliminate existing and future onsite septic systems and residential grinder pump connections to force main. The project area is east of Anastasia Blvd between Ocean Way to the north and Anastasia Park Dr to the south. Design for this project is funded by city bond proceeds.

Design Cost:	\$ 665,000 estimate
Construction Cost:	\$ 6.7 M estimate
Project Status:	Design
Construction Duration:	TBD



CIP Project Information Sheet

Mini Grant Program for Sewer Connections in West Augustine – Package 5

This program connects west Augustine area existing homes on septic to the city's existing gravity sanitary sewer collection system. The city has been setting aside \$250,000 per year to be used for these septic to sewer conversions. The city identifies qualifying homes (homes on septic with gravity sewer available) and assembles construction packages. During construction, the existing septic tank is demolished, the home's plumbing is rerouted and connected to the existing gravity sanitary sewer main. Package 5 is converting 11 homes to gravity sewer and 61 conversions have been completed to date.

Design Cost:	\$ In-House
Construction Cost:	\$ 181,019
Project Status:	Construction Complete
Construction Duration:	5 Months



CIP Project Information Sheet

Oyster Creek Force Main HDD

This project will replace the existing 8-inch PVC and 6-inch cast iron force mains with a single 12-inch HDPE force main. The new 12-inch force main will be installed via the horizontal directional drill (HDD) method. This work will improve the city's utility and relocate it out the way of future FDOT box culvert work.

Design Cost:	\$ 27,000
Construction Cost:	\$ 334,800
Project Status:	Construction Complete
Construction Duration:	90 days



CIP Project Information Sheet

Parking Pay Station Flood Proofing

The project will provide flood proofing to the parking pay stations along the bayfront and throughout downtown. The project entails building flood proof cases for the parking pay stations that will be deployed prior to flood events.



Design Cost:	\$ NA
Construction Cost:	\$ 70,000 estimate
Project Status:	Construction
Construction Duration:	2022 – 2023

CIP Project Information Sheet

Paving Management Program

To repair damage caused to roadways over time and numerous utility cuts due to repairs, it is necessary to fund a paving management program. These paving projects are funded annually by the City.

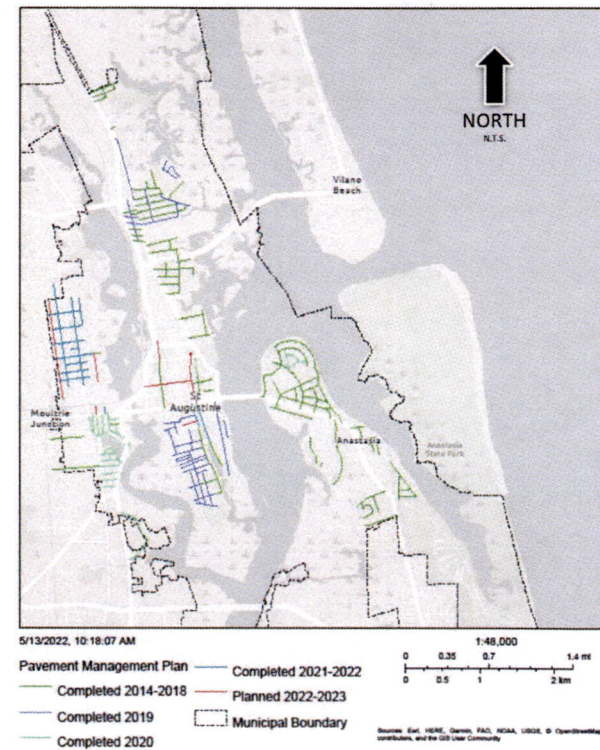
The objective of this program is to provide pavement treatments (i.e., mill and resurface) to streets that have been affected by utilities repairs, flooding and/or suffered frequent pothole asphalt repairs due to age.

The City is currently performing a pavement condition assessment by RoadBotics.

Proposed FY 2023 Mill and Resurface Paving on the next page.

Design Cost:	\$ NA
Construction Cost:	\$ 600,000
Project Status:	Solicitation - Construction
Construction Duration:	2022 – 2023

City of St. Augustine Pavement Management 2022



CIP Project Information Sheet

Proposed FY 2023 Mill and Resurface Paving Projects

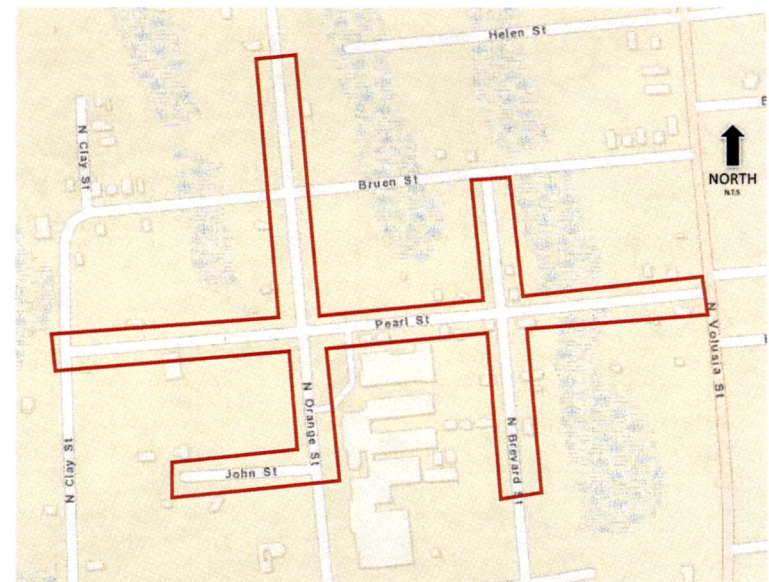
- N. Whitney St. from Chapin St. to Ravenswood Dr. - \$103,312
- Florida Ave. from Evergreen Ave. to Helen St. - \$86,951
- Carrera St.- from US1 to Cordova St. - \$70,659
- Iberia St.- from Orange St. to Grove Ave. - \$20,001
- Cordova St.- from King St. to Orange St. - \$61,212
- South Dixie Hwy. – from Pellicer to SR207
- Fancher Ct. – from Casanova to Casanova
- Eugene Pl. – from Fancher Ct to dead end
- St. George St. – from Bridge to South St
- Abbott St. – from Joiner to Pine
- Osceola St. – from Joiner to Pine
- Water St. – from dead end to dead end
- Sanchezz Ave. – from US 1 to San Marco
- Garnett Ave. – from US 1 to San Marco
- Matanzas Ave. – from US 1 to San Marco
- Cunningham Ave. – from Matanzas to Sanchez

Design Cost: \$ NA
Construction Cost: \$ 600,000
Project Status: Solicitation - Construction
Construction Duration: 2022 – 2023

CIP Project Information Sheet

Pearl Street Gravity Sewer Improvements

The City acquired existing sewer infrastructure that includes a pump station and gravity sewer infrastructure around the perimeter of Webster Elementary School. The City has the opportunity to install gravity sewer main extensions off the existing infrastructure and a watermain replacement to serve the residents in the adjacent area. The project is currently in design and will build out the gravity sewer basin to the full extents possible and serve 42 existing residential homes. The proposed 6-inch watermain will replace the existing 2-inch watermain and tie into existing watermains to continue a loop system. Design and construction of this project is funded by city bond proceeds.



Design Cost:	\$ 121,500
Construction Cost:	\$ 2.5 M estimate
Project Status:	Design
Construction Duration:	TBD

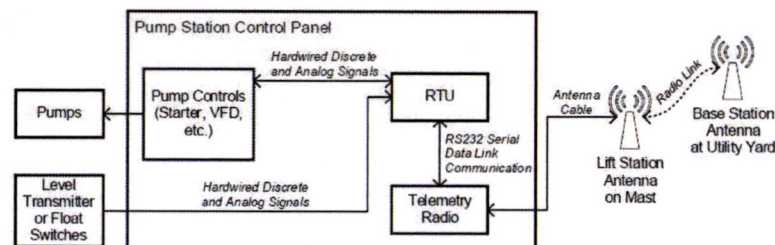
CIP Project Information Sheet

SCADA for Lift Stations, Water and Wastewater Treatment Plants

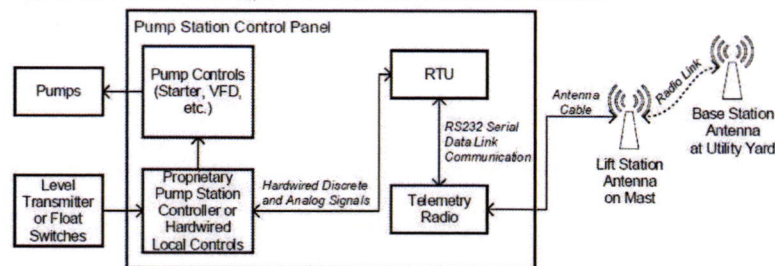
SCADA (Supervisory Control and Data Acquisition) is used to collect data and monitor the city's lift stations, water treatment plant, and wastewater treatment plant. Currently, the plants and operations are utilizing different systems and technologies of varying age and obsolescence. This project will identify current issues and immediate fixes, before identifying and implementing a complete permanent solution. The first phase of this project has: identified and documented the current SCADA system and use; produced updated electrical and control panel standard drawings for city use.

Design Cost: \$ 350,000
Construction Cost: \$ 250,000
Project Status: Design
Construction Duration: TBD

Pump Station with Standalone RTU



Pump Station with RTU and Separate Controller or Hardwired Local Controls



CIP Project Information Sheet

Sevilla Street Brick Roadway & Utility Improvements

The Sevilla Street improvements consist of cast iron water main replacement, gravity sewer replacement, stormwater improvements, and brick roadway replacement. Project will also include improvements to existing sidewalks, with elevated crosswalks and intersections.



Design Cost:	\$ 110,000
Construction Cost:	\$ 1.2 M estimate
Project Status:	Design
Construction Duration:	TBD

CIP Project Information Sheet

South Davis Shores Flood Mitigation & Drainage Improvements

This project will be broken into two phases to include the design, permitting and construction to address the rainfall driven flooding events, with some consideration for tidal surge. This will primarily include major upgrades to the existing undersized and aged drainage infrastructure, reconfiguring a drainage ditch and upsizing an existing culvert. This project would seek to address the rainfall driven flooding through upgrades to existing stormwater infrastructure and installation of smart tide check valves. For the tidal surge, in lieu of the one-way in line tide check valves, a "smart" tide check valve system will be installed into 3 culverts that are tidally influenced. The smart valves will stay in the open configuration to maintain wetland hydrology of upstream wetland systems, but close temporarily in advance of flooding conditions. Florida Resilient program is granting \$ 2.8 M to this project.

Design Cost:	\$ 388,000 estimate
Construction Cost:	\$ 2.4 M estimate
Project Status:	Solicitation – Design
Construction Duration:	TBD

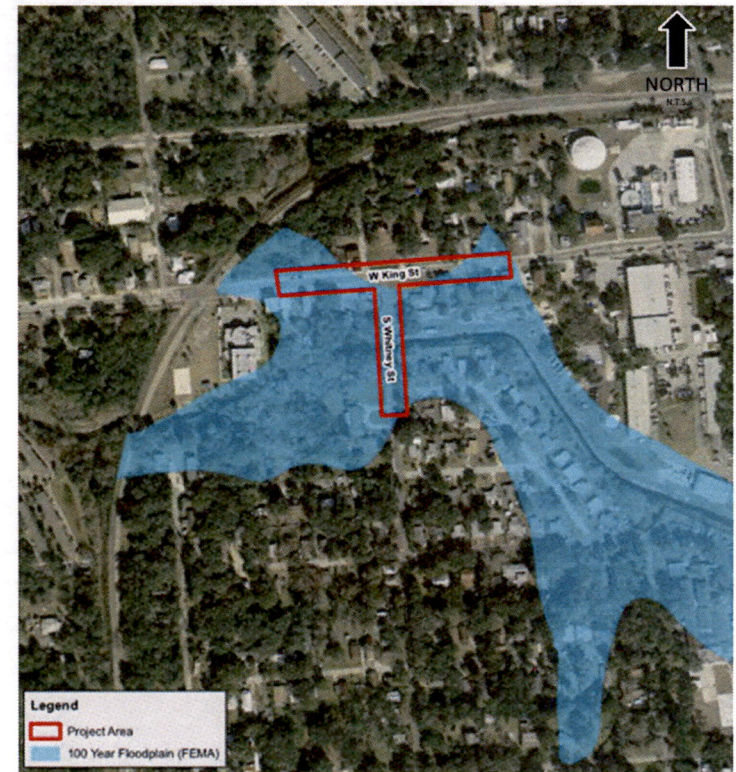


CIP Project Information Sheet

South Whitney & West King Street Stormwater Improvements

The proposed improvements consist of raising South Whitney St. and West King St. above the FEMA flood elevation of 7.0' NAVD88, replacing the existing box culvert (40-inch by 56 inch) at South Whitney with a single box culvert (48-inch by 96-inch) that doubles the hydraulic capacity. The project also includes reconstruction of the existing storm sewer system and its outfall at the box culvert on South Whitney St., but close temporarily in advance of flooding conditions. FEMA Hazard Mitigation program is granting \$463,198 and Resilient Florida program is granting \$ 1.2 million to this project.

Design Cost:	\$ 183,091
Construction Cost:	\$ 1.8 M estimate
Project Status:	Design
Construction Duration:	2023 – 2024



CIP Project Information Sheet

Stormwater Master Plan – Phase 2

With the last stormwater master plan's data being from 2013, several flood events have taken place due to hurricanes, king tides and heavy rainfall. This proposed City-wide study will update the master plan to incorporate recent vulnerability assessments, resilience studies and a comprehensive plan update to better assess the increase in risk from coastal and rainfall driven flooding. This update will fill in data gaps from the previous coastal vulnerability assessment. The master plan will include an updated comprehensive analysis and risk assessment of critical infrastructure for coastal rainfall and compound flooding; needed stormwater ordinance and development code modifications; prioritization of areas needing stormwater improvements for flooding/water quality; benefit and cost analysis for flooding/water quality improvement projects; a public outreach and education; evaluation of funding options; and development of capital improvement projects to vulnerable areas. American Rescue and Recover Act is providing \$2.0 million funding to this project.

Design Cost:	\$ 2.0 M estimate
Construction Cost:	\$ TBD
Project Status:	Solicitation – Design
Construction Duration:	TBD



CIP Project Information Sheet

Stormwater Outfall Tide Check-Valve Master Plan

The City has approximately 103 stormwater outfalls that are tidally influenced, resulting in nuisance flooding of the road infrastructure. To date, the City has retrofitted 43 outfalls with tide check valves to eliminate nuisance tidal flooding. The City proposes to retrofit an additional 20 outfalls. Once the locations are identified, the City will contract out (using an existing competitively procured contract) for the evaluation of each storm outfall that includes cleaning and closed-circuit television (CCTV). The City will review that evaluation data and determine if any storm pipe repairs or lining needs to occur in preparation for the tide check valve installation. Resilient Florida program is granting \$230,641 for this project.

Design Cost:	\$ TBD
Construction Cost:	\$ 461,282 estimate
Project Status:	Solicitation – Design
Construction Duration:	2023 – 2026

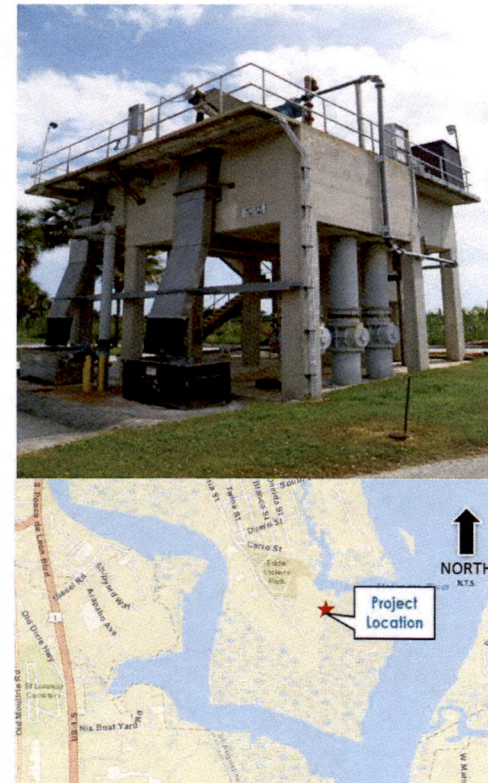


CIP Project Information Sheet

Wastewater Treatment Plant Headworks Rehabilitation

The Wastewater Treatment Plant (WWTP) is the initial stage of the sanitary sewage treatment process. The headworks screens out trash, rags, and grit before it enters the treatment process, enhancing efficiency of the water treatment process. The headworks is the original 1987 structure. Rehabilitation will consist of replacing the mechanical screen, grit system, control panels, electrical lightening protection and structural concrete improvements. The project will also elevate critical equipment to 12 feet elevation to ensure operational integrity of the headworks in the event of a Category 2 storm surge event. Construction for this project is funded by city bond proceeds.

Design Cost:	\$ 234,500
Construction Cost:	\$ 4.0 M estimate
Project Status:	Construction
Construction Duration:	2022 – 2024

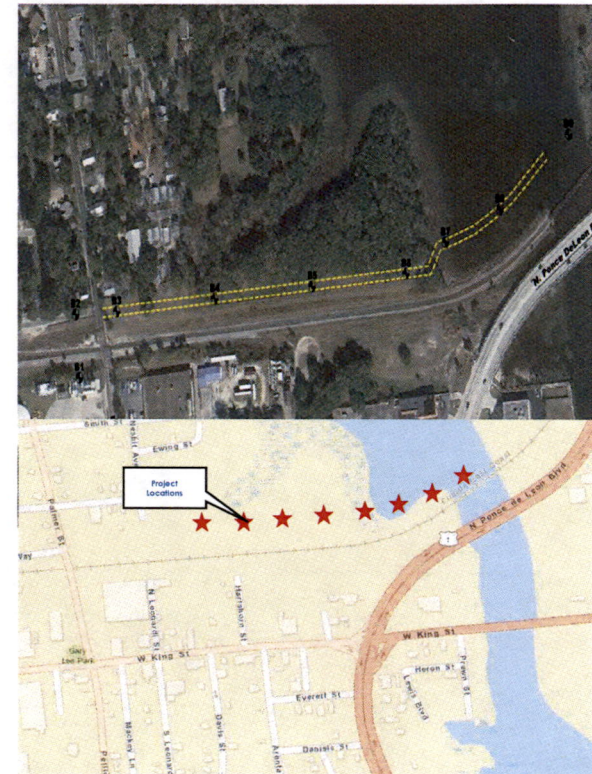


CIP Project Information Sheet

Water Treatment Plant Concentrate Outfall

This project will construct a permitted outfall pipe for the Water Treatment Plant's (WTP) low-pressure reverse osmosis (LPRO) concentrate. During production of the city's drinking water, the LPRO system produces approximately 300,000 gallons of brine concentrate per day. The brine is currently discharged to the City's sanitary sewer collection system and pumped to the wastewater treatment plant (WWTP). This concentrate outfall will eliminate 300,000 gallons per day of brine sent through the city's gravity sewers, lift stations, and WWTP. Construction of this project is funded by city bond proceeds.

Design Cost:	\$ 161,300
Construction Cost:	\$ 2.0 M estimate
Project Status:	Solicitation
Construction Duration:	TBD

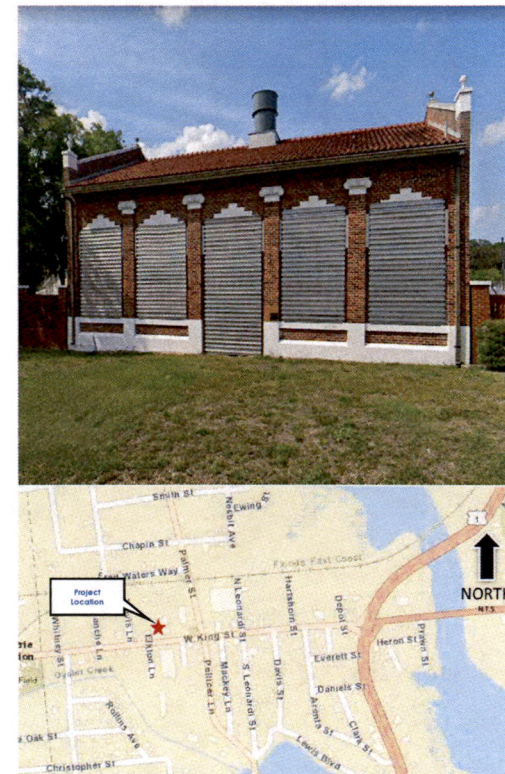


CIP Project Information Sheet

Water Treatment Plant High Service Pump Motor Control Center and Emergency Generator Replacement

The Water Treatment Plant's (WTP) High Service Pump (HSP) Motor Control Center (MCC) is a critical component of delivering potable water to the distribution system. The existing MCC has reached end of life and does not provide fail safe distribution of potable water in the event of a power outage or surge. This project will completely replace the existing MCC and will be housed inside a climate-controlled environment. Variable frequency drives, programmable logic controllers, and human machine interfaces and control panels with annunciators, alarms, cable, and conduit will be installed. Additionally, a new emergency generator will be installed with an automatic transfer switch. Construction of this project is funded by city bond proceeds.

Design Cost:	\$ 80,010
Construction Cost:	\$ 1.5 M estimate
Project Status:	Construction
Construction Duration:	2022 – 2023



CIP Project Information Sheet

Water Treatment Plant Optimization

The City has been in a pilot program to test free chlorine for maintaining residual water distribution system instead of the historically used chloramine. FDEP approved the pilot program and has extended it. Data collected during the pilot program showed promising results with respect to residual chlorine at the end of pipeline while maintaining compliance with disinfection byproduct limits. The City wants to evaluate current operational strategies including those in use prior to the free chlorine pilot program. In addition, the City wishes to develop an Operating Plan moving forward that includes the use of free chlorine disinfection, and to enhance the operating staff's capabilities to understand the operating plan and adjust the plan in response to changing conditions.

Study Cost:	\$ 72,220
Construction Cost:	\$ TBD
Project Status:	Study
Study Duration:	84 days



CIP Project Information Sheet

West 3rd Street Gravity Sewer and Water Main Improvements

The West 3rd Street gravity sewer improvements will be an extension of the existing gravity sewer main. Improvements to the water main include replacing the existing 2-inch water main with a 6-inch watermain and tie-in existing water mains to continue a loop system. There will be 28 existing residential homes converted from septic to sewer. FDEP is providing a \$300,000 grant for this project. Construction of this project is funded by city bond proceeds.

Design Cost:	\$ 60,000
Construction Cost:	\$ 1.2 M estimate
Project Status:	Design
Construction Duration:	Oct. 2022-June 2023

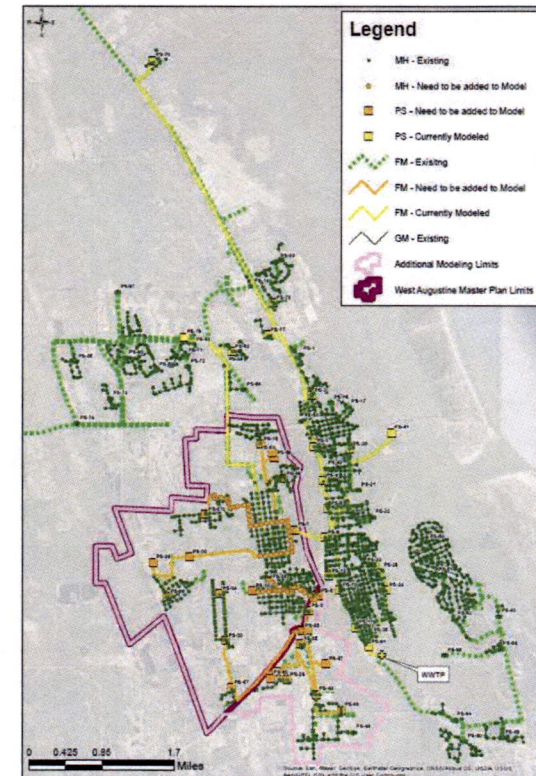


CIP Project Information Sheet

West Augustine Wastewater Master Plan and Hydraulic Model Update

A Wastewater Master Plan for the West Augustine area is being developed because many of the area residences and businesses are served by on-site septic systems. The primary goal of the Master Plan will be to provide a guide for a planned wastewater collection system that may be constructed in phases with associated costs that can support requests for funding from various loan or grant agencies. The ultimate goal of providing a City wastewater system to the area will be to improve water quality, community health and quality of life.

Design Cost:	\$ 68,000
Construction Cost:	\$ TBD
Project Status:	Design
Construction Duration:	TBD



Glossary of Terms

ARPA – American Rescue Plan Act

CCTV – Closed Circuit Television

CI – Cast Iron

CIP – Capital Improvement Plan

CoSA – City of St. Augustine

CSRM – Coastal Storm Risk Management

FDOT – Florida Department of Transportation

FEMA – Federal Emergency Management Agency

FIND – Florida Inland Navigation District

HMGP – Hazard Mitigation Grant Program

HSP – High Service Pump

I & I – Infiltration and Inflow

LPRO – Low-pressure Reverse Osmosis

MCC – Motor Control Center

PVC – Polyvinyl Chloride

SCADA – Supervisory Control and Data Acquisition

USACOE – United States Army Corps of Engineers

VCP –Vitrified Clay Pipe

VIC –Visitor's Information Center

WTP – Water Treatment Plant

WWTP –Wastewater Treatment Plant

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: October 7, 2022

RE: QUARTERLY REPORT: 4TH QUARTER FY 2021-2022

Please find enclosed the following documents reflecting the fiscal year 2021-2022 4th quarter in review for the City Attorney's office:

- ❖ **WORK LOG DRAFTING & REVIEW CHART (219 ITEMS)**
- ❖ **PUBLIC MEETINGS ATTENDANCE CHART (58.25 HOURS)**
- ❖ **CITY ORDINANCE VIOLATION DISPOSITION CHART (71 CASES)**
- ❖ **STAFF & NEW BOARD MEMBER TRAINING CHART (2 HOURS)**
- ❖ **ORDINANCE & RESOLUTION CHART (14 ITEMS)**

This quarterly report mirrors the same categories as our annual report. As always, should you wish to meet with me individually to discuss any of this information, or the specifics of a particular matter, please do not hesitate to let me know.

Matters of ongoing civil litigation with retained outside counsel appropriated from General Fund Reserves, invoiced monthly and approved on consent agenda are:

- 1) Marlowe v. City (*Docks and the City's submerged lands and riparian ownership*).
- 2) Stampedes v. City (*Dispute regarding expansion of an existing beer and wine dancehall to a requested full alcoholic State license in vicinity of a school*).

Matters of ongoing bankruptcy litigation being handled in house are:

- 1) J. C. Penney Company, Inc. (*Unpaid utilities*)
- 2) NPC International, Inc. (*Unpaid utilities*)
- 3) Belk, Inc. (*Unpaid utilities*)

In addition, the Florida League of Cities provides coverage on some damages-based litigation.

Other litigation matters of note are:

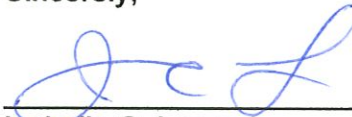
- 1) Edgerton v. City (*Injunction Against Removal of Confederate Monument*); defense provided by the City's insurance carrier. On August 16, 2021, the City filed its Motion to Dismiss. The Court ordered Plaintiff to respond to the motion. Plaintiff filed its response on September 17, 2021. The City filed a Case Management Report on September 23, 2021. On October 14, 2021, the Court entered an Order staying the case pending the outcome of litigation in two other separate lawsuits in other jurisdictions that may bear on similar issues regarding the removal of monuments. The Order also requires the parties to provide a status report every three

months until further order, beginning on January 14, 2022. The Court administratively closed the case during the stay. On January 18, 2022, Plaintiff filed notification that the United States Supreme Court declined to accept jurisdiction over one of the separate lawsuits, *Gardner v. Mutz*, and also advised that the 11th Circuit Court has tentatively indicated that oral argument in the other separate lawsuit, *Ladies Memorial Association v. City of Pensacola*, is expected to be scheduled during the week of April 25, 2022. On May 16, 2022, a decision was issued in *Ladies Memorial Association v. City of Pensacola* case, and the Court subsequently entered an Order lifting the stay in this case on May 18, 2022. An amended case management report was filed by the parties on June 9, 2022, per the Court's instruction and a telephone conference was held on June 13, 2022. Plaintiff filed its third amended Complaint on July 8, 2022. This City filed its Motion to Dismiss the third amended Complaint on August 11, 2022. Plaintiff filed a Motion in Opposition to the City's Motion to Dismiss as well as a Motion to file a response in excess of twenty (20) pages to the City's Motion on September 1, 2022. The Court entered an Order granting the Motion to file excess pages on September 13, 2022.

- 2) SA Marina Holdings, LLC v. City (Writ of Certiorari); defense provided by the City Attorney: On October 13, 2021, SA Marina Holdings, LLC filed a Petition for Writ of Certiorari seeking the Court's review of a final order issued by the City Commission denying its application for rezoning from PUD to RGO. The City filed its Response Brief on December 9, 2021. SA Marina Holdings, LLC filed its Reply Brief on January 10, 2022 and requested oral argument. SA Marina Holdings, LLC filed a second case on October 13, 2021, initially with the Circuit Court that was later moved to Federal Court, seeking declaratory judgment and alleging Federal and State constitutional violations regarding the same rezoning application denial. On December 27, 2021 the Federal Court entered an order staying the proceedings of this second case until the Circuit Court rules on the Petition for Writ of Certiorari. The federal case defense is being provided by the City's insurance carrier. At this time both parties are awaiting the Circuit Court's ruling on the Writ of Certiorari (state court review of the denial of the rezoning).

Please place this quarterly report on the consent agenda for the October 24, 2022 City Commission meeting. The attached charts are included for the Commission's information and I am available for a presentation if the Commission requests one.

Sincerely,

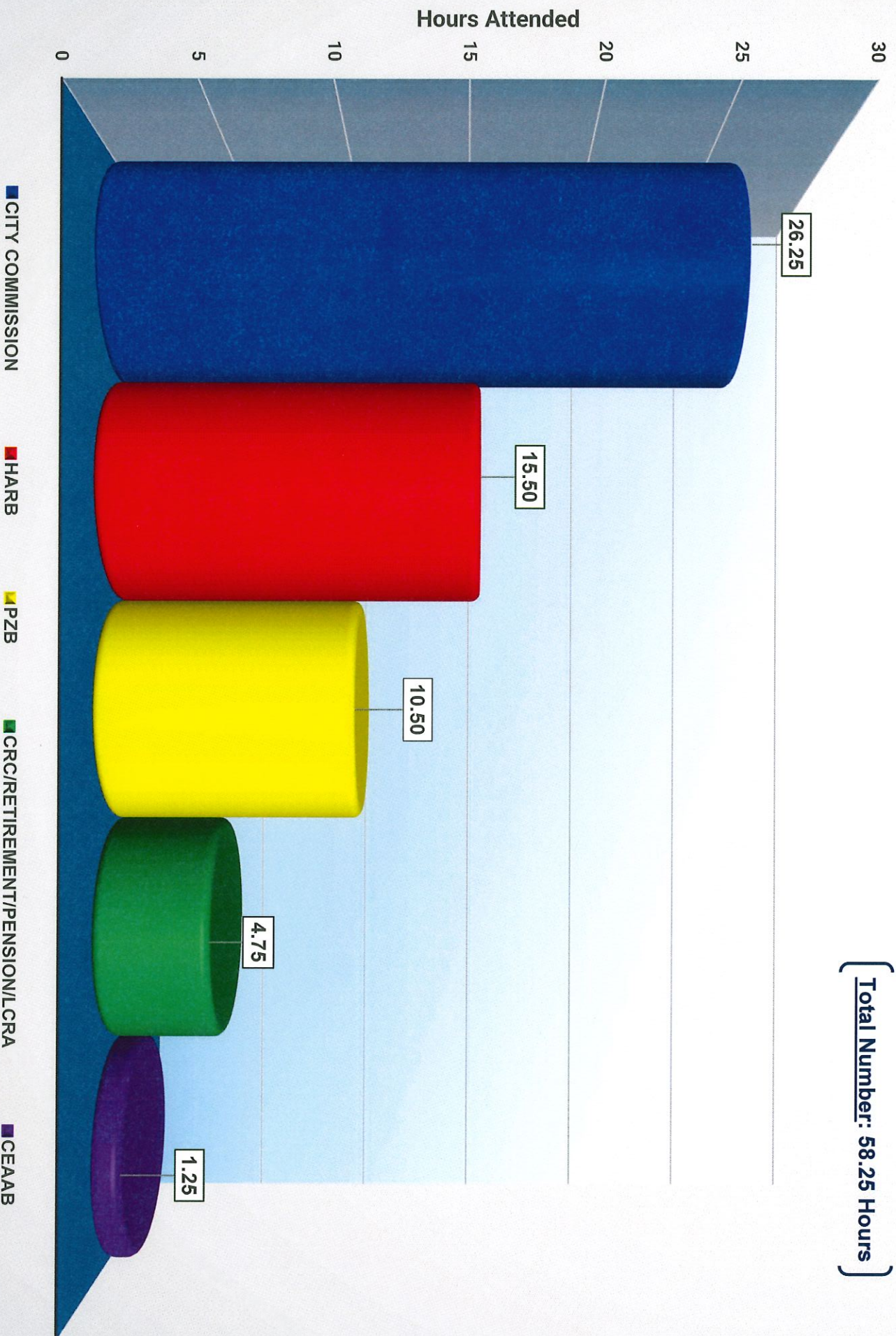


Isabelle C. Lopez
City Attorney

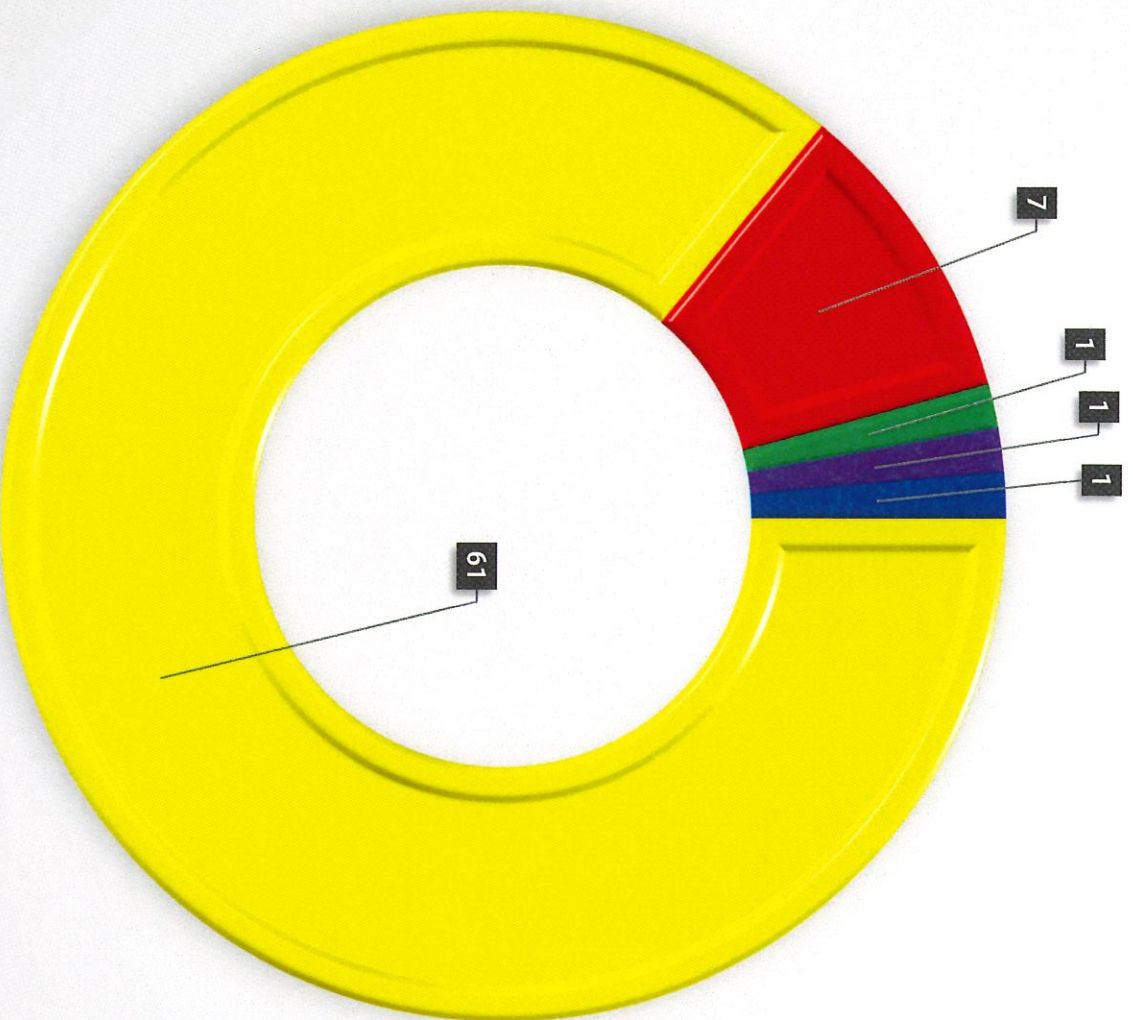
Attachments

PUBLIC MEETING ATTENDANCE: 4TH QUARTER FY 2021-2022

[Total Number: 58.25 Hours]



CITY ORDINANCE VIOLATIONS: 4TH QUARTER FY 2021-2022



[BY NUMBER OF CASES]

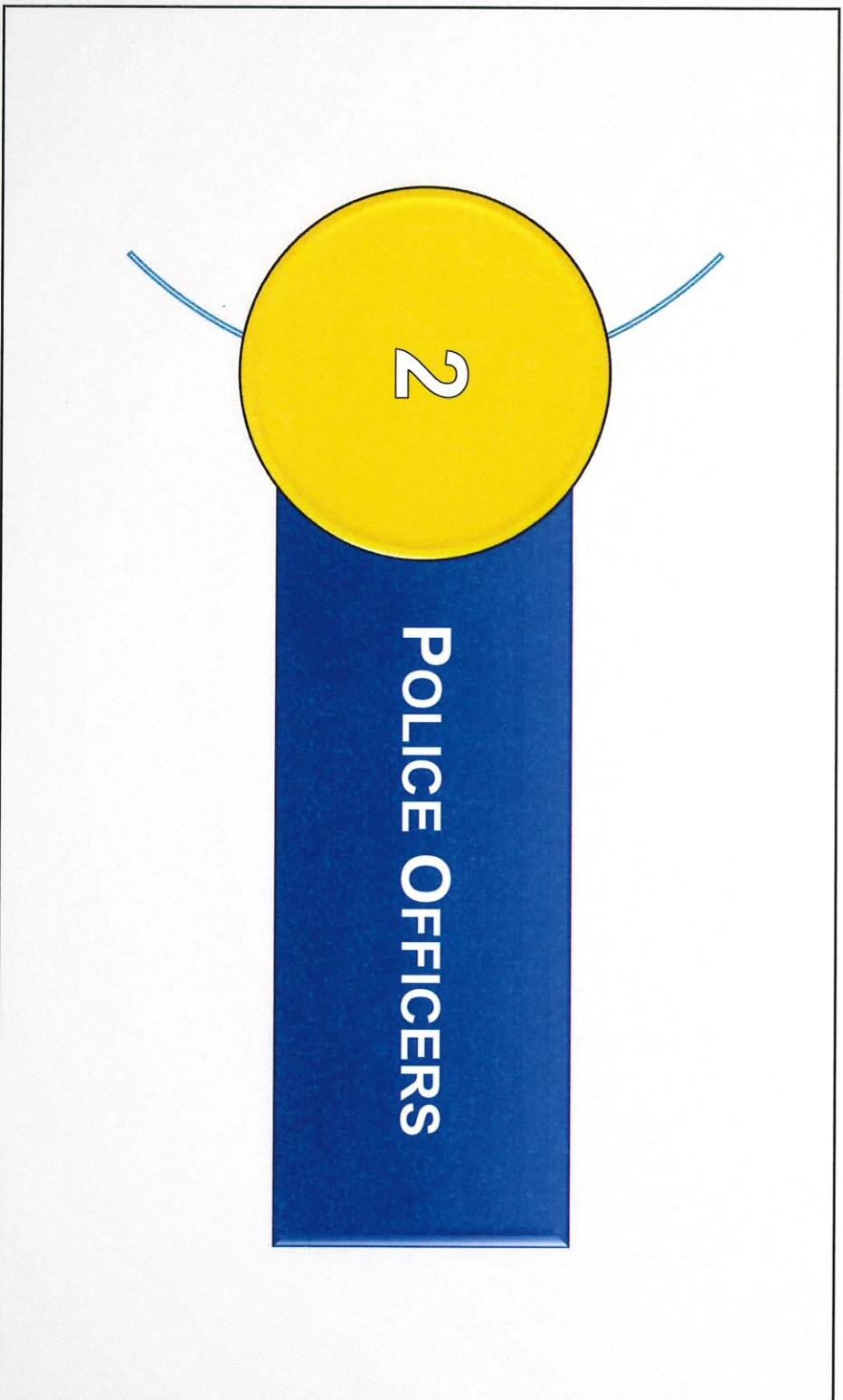
[TOTAL: 71 CASES]

Adjudicated Guilty - 61
Adjudication Withheld - 7
Nolle Prossed - 1
Dismissed - 1
Paid Fine - 1

STAFF & NEW BOARD MEMBER TRAINING: 4TH QUARTER FY 2021-2022

[By NUMBER OF HOURS]

[TOTAL: 2 Hours]



ORDINANCES & RESOLUTIONS – 4TH QUARTER FY 2021-2022

[TOTAL: 14 ITEMS]

ORDINANCES

- 2022-23: Idle Speed-No Wake Zones
2022-24: Smoking Prohibition
2022-25: Open Burning
2022-28: 3 Nesbit Avenue FLUM Amendment
2022-29: Rezoning 3 Nesbit Avenue from IW to RG-1

RESOLUTIONS

- 2022-26: Utility Rate Adjustment
2022-27: Stormwater Utility Fee Rate
2022-28: Solid Waste Rates
2022-29: Tentative Millage Rate
2022-31: Support for St. Johns County Affordable Housing Committee
2022-32: LCRA Budget
2022-33: HACRA Budget
2022-34: Taxi Metered Rates
2022-35: Debris Clean Up on Private Streets



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: October 14, 2022

RE: ANNUAL STATUS REPORT – CITY ATTORNEY’S OFFICE

Please find enclosed the following documents reflecting the year-in-review:

1. Public Meetings Attendance Chart
2. Work Log Drafting & Review Chart
3. In-House Counsel Litigation and Appeals Chart
4. Cases Aided by Outside Counsel Chart
5. City Ordinance Violation Disposition Chart
6. Ordinance & Resolution Chart
7. Staff & New Board Member Training Chart
8. Legislative Bill Tracking Chart
9. Proposed Budget Changes Chart – FY 2022-23

Administrative:

The City Attorney’s office currently consists of one City Attorney with twenty-six (26) years of experience and one Assistant City Attorney with twenty (20) years of experience, but new to city government. The office is supported by an administrative assistant/paralegal who also provides reciprocal lunch and vacation coverage to the City Manager’s administrative assistant.

The offices physically consist of three separate offices, with overflow filing capacity at the City Manager’s office, and printing capacity at a communal printer in a separate room. The preliminary budget submitted to Administration for fiscal year 2022-23 is \$523,378.00. This includes salaries and benefits, professional membership dues, continuing education and training, office supplies, copying, and specialty supporting services such as special magistrate fees, real estate appraiser costs, title company searches, court reporting costs, and legal research software and books.

Overview:

The City Attorney’s office provides general counsel services to the City Commission and all of the City’s boards and committees; the CRA, HARB, PZB, Code Enforcement, as well as, issue specific committees as appointed. The range of services includes attending public meetings, drafting resolutions and ordinances, reviewing upcoming agenda items, training staff and boards on Government in the Sunshine, Public Records and Ethics, assisting staff in answering board member or citizen questions, and advising staff on issues ranging from land use to life safety codes. In addition, the City Attorney by Charter advises officials on issues relating to their official duties, which can include requesting formal and informal opinions from the Commission on Ethics or the Attorney General’s office. Public meetings comprised **224.50 hours of attorney time** from October 2021 – September 2022, with an additional **20.0 hours of new board member and staff public records training**.

Legislative Review:

The City Attorney keeps abreast of changes in the law or proposed legislation that may impact the City. This past legislative session was active in terms of sponsored bills that could have

impacted the City. Our office tracked **62 bills** from initial filing through enactment or setting aside. We assist the City's legislative consultants on both text and strategy, as needed. After Session has concluded, we brief department directors and strategize any necessary amendments to City regulations. This past year we wrote/reviewed **56 resolutions and ordinances**.

Special Projects:

As part of our staff support to City departments, the office also took on the task of creating a Uniform Act/Eminent Domain procedures and form book for staff. In addition, we review annually the legally available revenue sources from tax levies and other sources in conjunction with the Director of Budget & Performance Management. In addition, at the end of this fiscal year, the City was affected by Hurricane Ian and our office assisted in drafting emergency orders and other hurricane related contracts.

Contracts, Agreements, Bonds, Leases:

Contract and procurement review is provided by our office, as are traditional and submerged land leases. Most standard contracts, including letter agreements, leases, license agreements, bailments and object loan agreements utilize standardized templates created and revised episodically by the City Attorney's office, and modified based on specific project needs. Additional contract and bid review is required when the City piggybacks on other agency contracts, and occasionally vendors insist on their specific contract forms which requires more revisions and legal review. All bonds, contracts, and instruments, per Charter, must be reviewed and endorsed by the City Attorney. The City Attorney's office reviewed **755 documents** this past year.

In-House Litigation:

The City Attorney's office also provides the defense to Petitions for Writ of Certiorari (appeals of zoning or permit denials) from the local circuit court through to all appeals. Historically, this office did not defend this type of litigation, but outsourced it. Since 2011, we have kept this type of work in-house with the City Attorney. We have also kept other types of litigation in-house, including mandamus actions, maritime liens, as well as, the defense of all code enforcement orders through the statutory hearing process before a special magistrate, known as §70.51 hearings.

We prosecute both criminal and civil code violations, which includes discovery, motion practice, hearings and ultimately trial. Included with this report is a chart of dispositions showing **198 criminal cases** prosecuted by our office from October 2021 – September 2022. Typical criminal code enforcement cases involve drinking in public, camping in public, urinating in public or panhandling in violation of City ordinances. Cases that involved more intensive work are highlighted in the in-house litigation chart. In addition to criminal code enforcement, this office also enforces through the court system, civil citations. These range from skateboard and leash law violations that are not administratively paid within the first thirty (30) days, to more complex mooring field and noise violations that raise constitutional and procedural claims. This office also prosecutes small claims cases on occasion and defends the City's interests as a creditor in foreclosures and bankruptcies, as well as prosecuting civil forfeiture cases and responding to garnishment proceedings.

The City Attorney's office continues to work with the Circuit Court's Veterans Treatment Court Coordinator, the Veterans Administration, and the St. Augustine Police Department's Community Outreach officers to identify potential candidates among the City's criminal defendants for assistance from the VA or other rehabilitation centers.

In addition to purely litigation matters, the City Attorney's office also responds to inquiries by the Justice Department, Labor Department, and local citizens on issues ranging from handicap

accessibility to wage and hour issues involving our contractors, as well as complaints pursuant to the City's Human Rights Ordinance.

Outside Counsel:

The City Attorney by Charter is authorized to retain outside counsel to assist in the legal representation of the City. Some recurring outside counsel costs include labor law, but others are individualized case-by-case assistance on specialty issues such as eminent domain and environmental law. Although outside counsel is retained, the City Attorney's office provides research, review, and revision support.

The City must hire a special magistrate when a property owner makes a claim to the statutory alternative dispute resolution process (§70.51), such as when appealing an order of the Code Enforcement Board. The City must also pay for a special criminal defense attorney for indigent defendants in criminal citation prosecutions, as required by law. Our office represents the Code Enforcement Board and defends its orders, but statutorily we are prohibited from also representing the prosecution of Code Enforcement cases before that Board. Most cases are presented and prosecuted by the Building Official and code enforcement officers directly, but occasionally an attorney must be hired to advise staff in its prosecution of a particularly involved or difficult case. With the enactment of the Short-Term Rental ordinances, the City has also authorized the use of a Special Magistrate to hear violations of those regulations.

Litigation that is not covered by our insurer, such as contract disputes or complex real estate/land development litigation, is billed to outside firms. These cases tend to be document and discovery intensive. This type of intensive litigation requires dedicated paralegal and associate support staff, as well as, litigation software to track discovery that our office does not possess. Although the assistance of outside counsel relieves the workload of the two (2) attorneys in the City Attorney's office, nonetheless, outside counsel rely on our institutional knowledge and we are intrinsically involved in assisting their work, especially when reviewing discovery requests and coordinating the sometimes very extensive responses necessary from our dozen City departments. In addition, our office coordinates with the outside attorneys on all pre-litigation claims, most of which consist of slip and fall personal injury, including research and analysis regarding the City's historic ownership, maintenance, and control of right-of-way.

Conclusion:

I hope that this brief report gave you a meaningful review of our duties and operations. As always, should you wish to meet with me individually to discuss any of this information, or the specifics of a particular case, please let me know.

I have asked the City Manager to place this annual status report under City Attorney Items on the City Commission's agenda for the October 24, 2022 City Commission meeting.

The report is for your review and approval and although I am not asking to make a presentation, I will be ready to answer any questions if needed.

Sincerely,

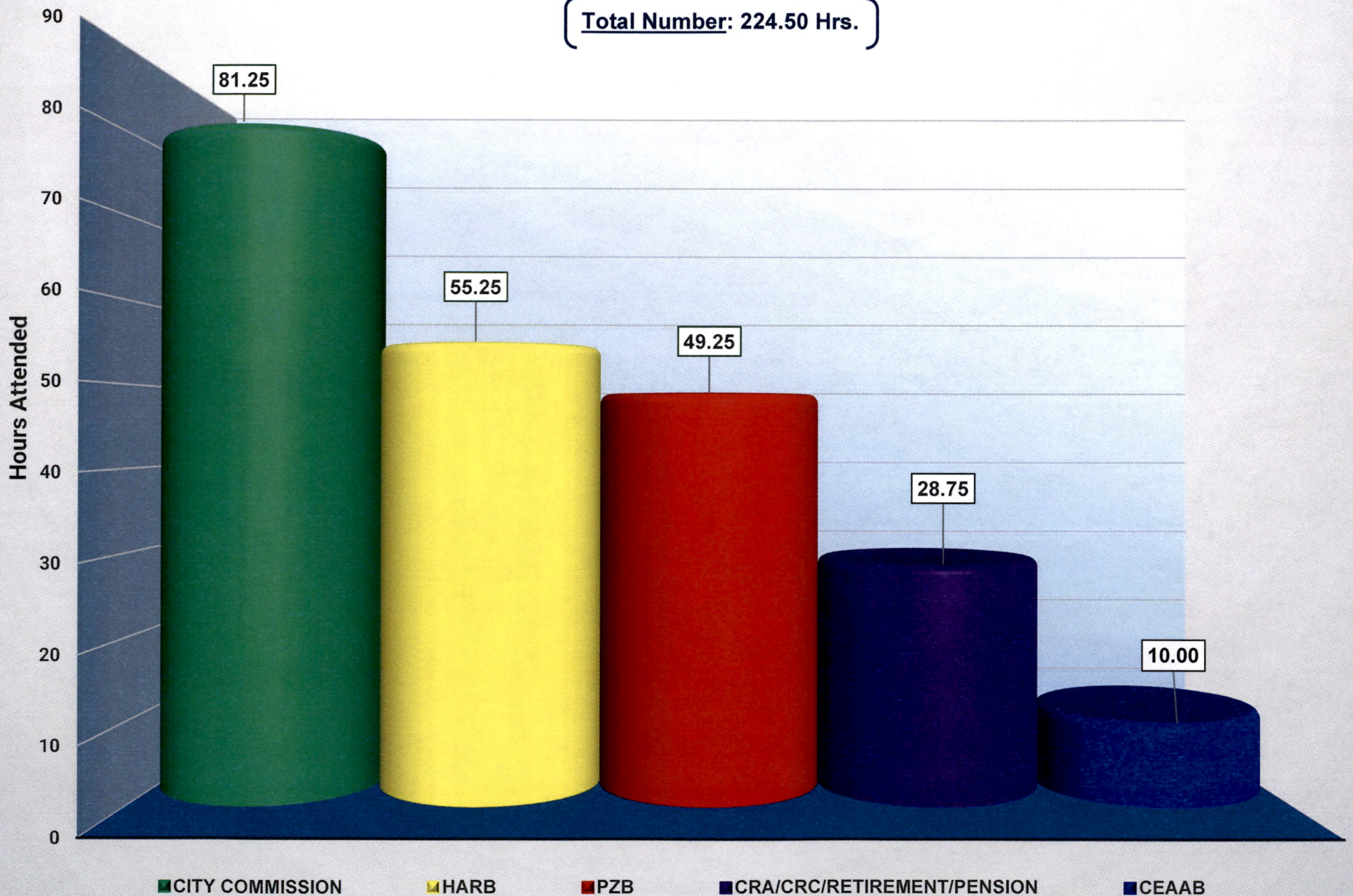


Isabelle C. Lopez
City Attorney

Attachments

PUBLIC MEETINGS ATTENDANCE: FY 2021-2022

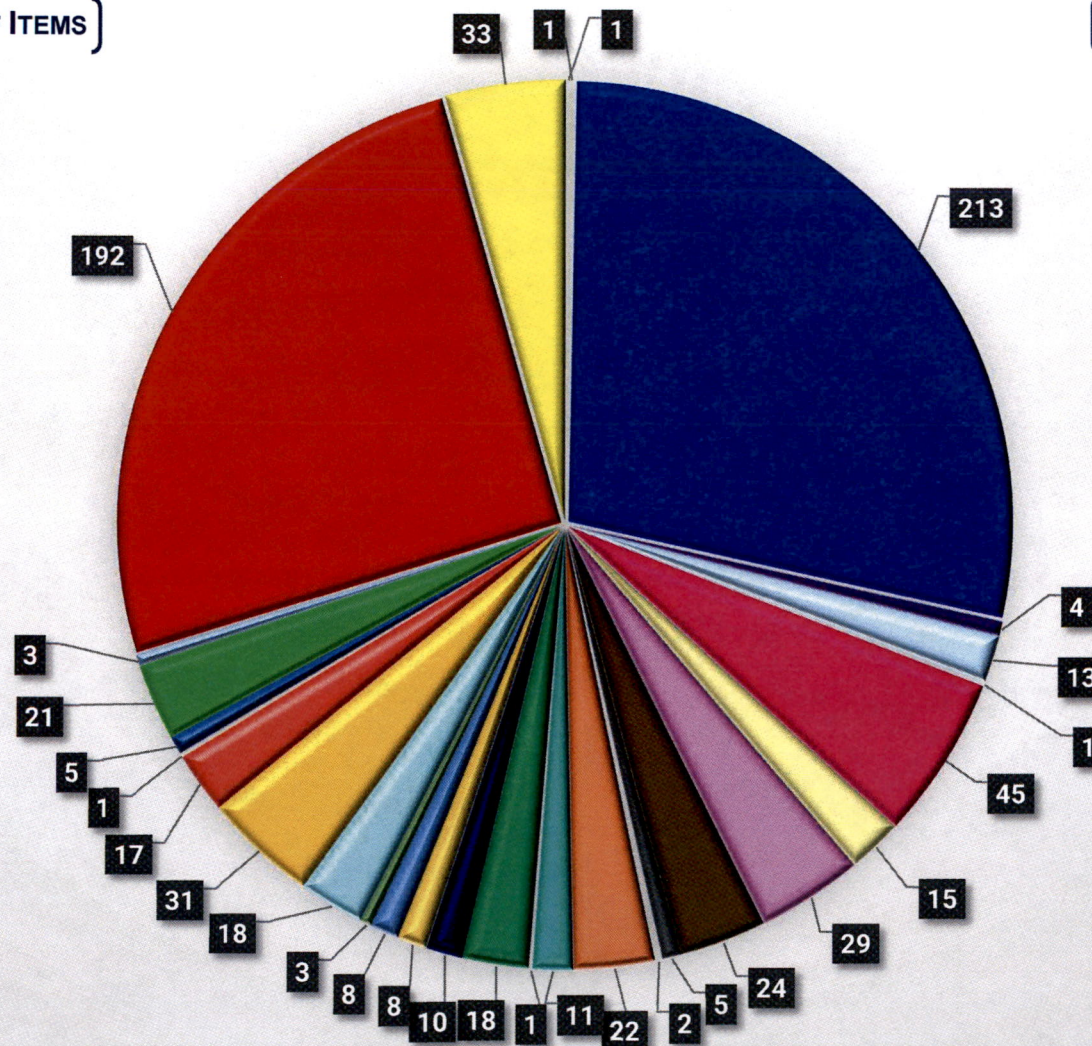
(Total Number: 224.50 Hrs.)



WORK LOG DRAFTING & REVIEW: FY 2021-2022

(BY NUMBER OF ITEMS)

(TOTAL: 755 ITEMS)



■ Agreement - 213
 ■ Claim of Lien - 1
 ■ Easement - 29
 ■ Interlocal Agreement - 2
 ■ Lien - 1
 ■ Memorandum - 8
 ■ Order - 18
 ■ Personal Warranty - 1
 ■ Policy - 3
 ■ Submerged Lands Lease - 1

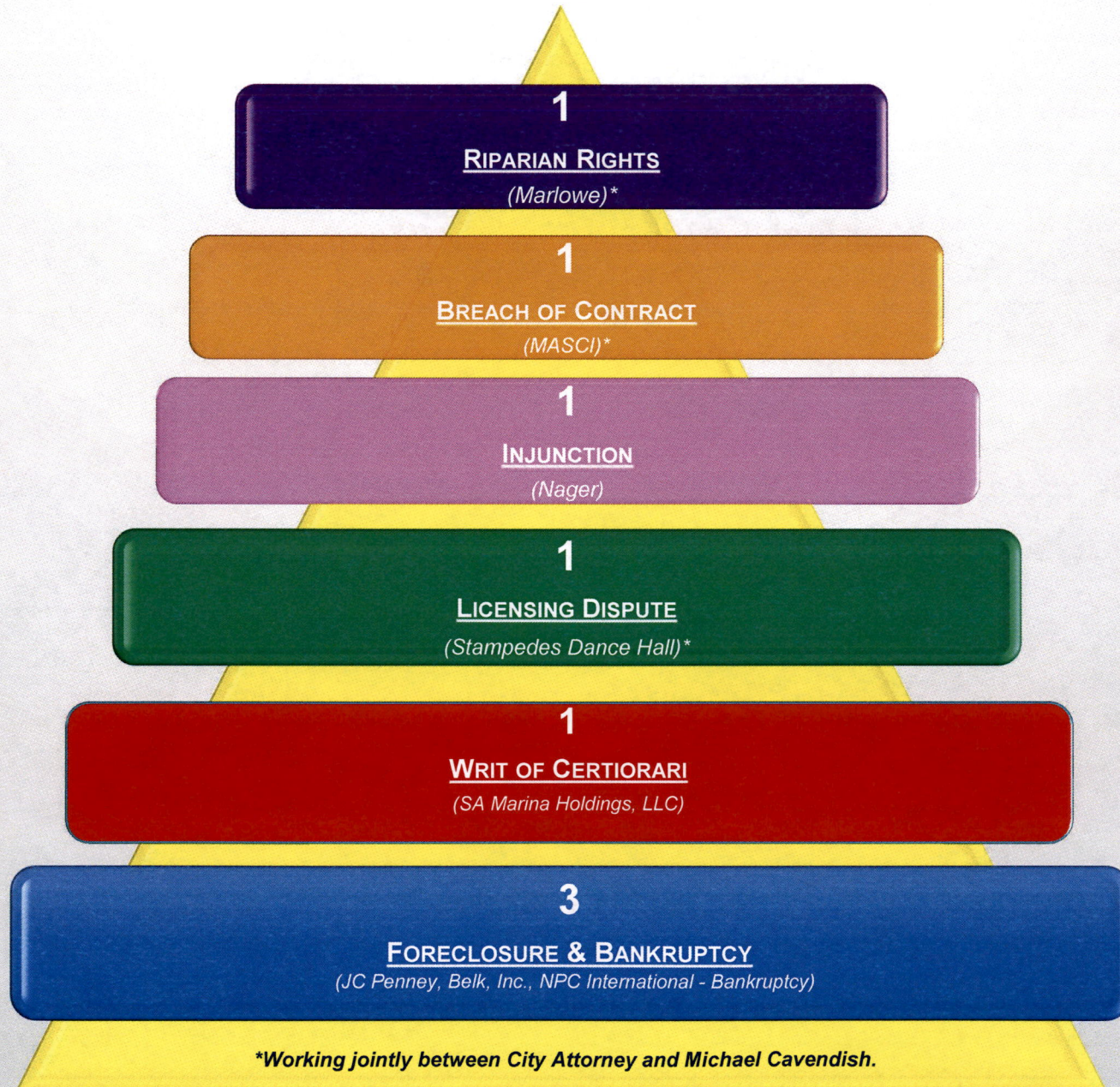
■ Application - 4
 ■ Contract - 45
 ■ Form - 24
 ■ Lease Agreement - 22
 ■ Lien Release - 18
 ■ Memorandum of Understanding - 8
 ■ Ordinance - 31
 ■ Plat - 5
 ■ Research - 192
 ■ Waiver - 1

■ Bill of Sale - 13
 ■ Correspondence - 15
 ■ Franchise - 5
 ■ License - 11
 ■ Maintenance Bond - 10
 ■ Notice - 3
 ■ Performance Bond - 17
 ■ Pleading - 21
 ■ Resolution - 33

IN-HOUSE COUNSEL – LITIGATION & APPEALS: FY 2021-2022

[By Number of Cases]

[Total: 8 Cases]



CASES AIDED BY OUTSIDE COUNSEL: FY 2021-2022

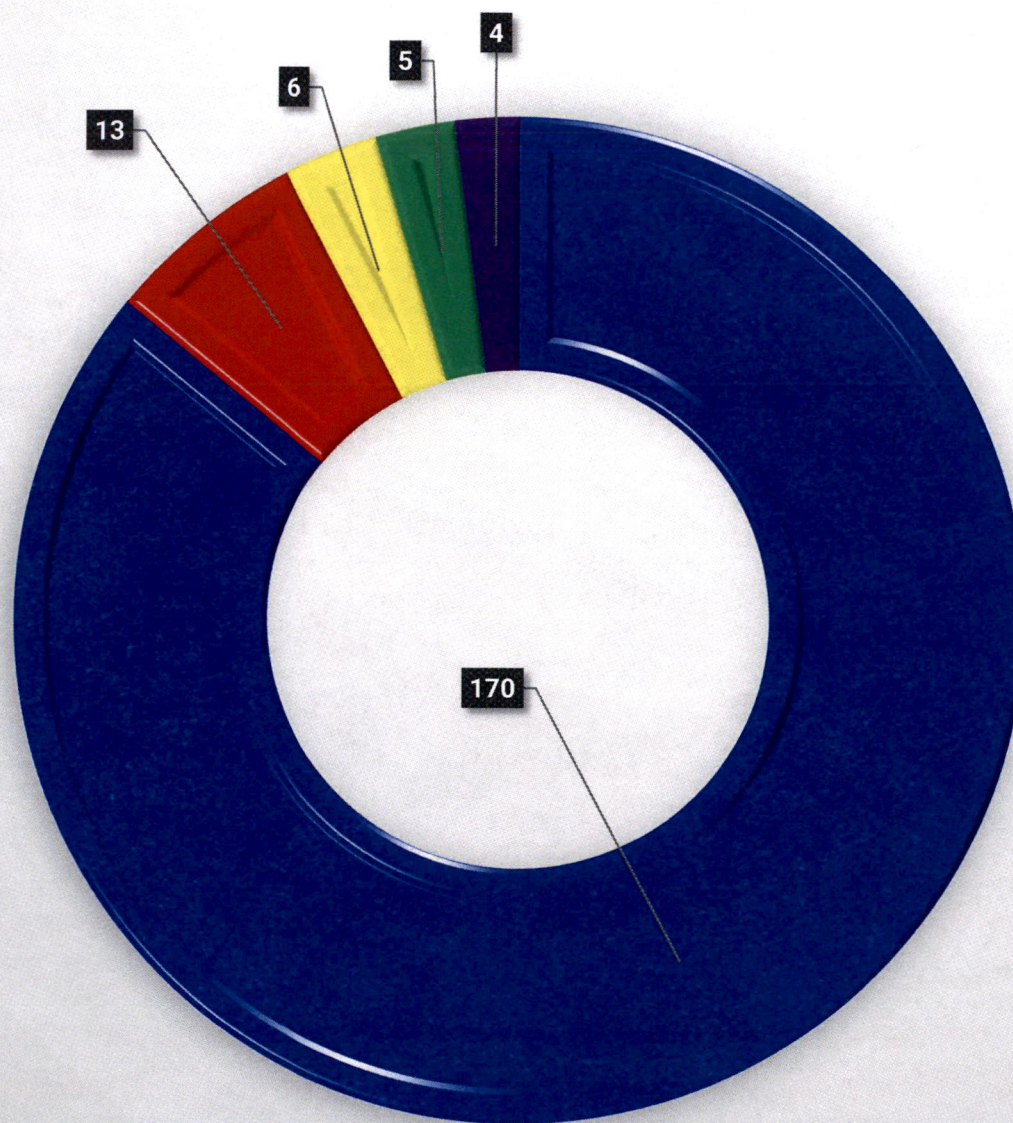
[By Number of Cases]

[Total: 21 Cases]



**Working jointly between City Attorney and Michael Cavendish.*

CITY ORDINANCE VIOLATIONS: FY 2021-2022



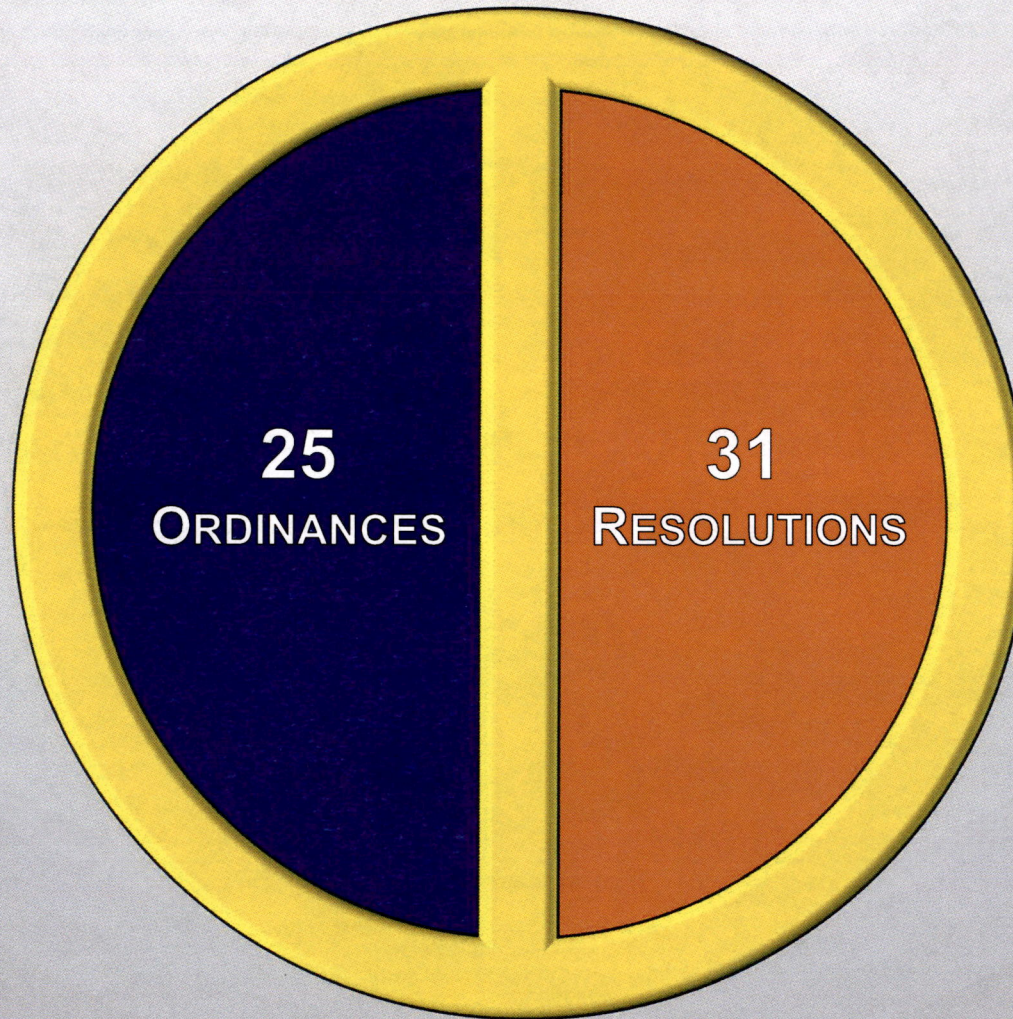
(BY NUMBER OF CASES)

(TOTAL: 198 CASES)

- Adjudicated Guilty - 170
- Adjudication Withheld - 13
- Nolle Prossed - 6
- Dismissed - 5
- Paid Fine - 4

ORDINANCES & RESOLUTIONS – FY 2021-2022

(TOTAL: 56 ITEMS)



STAFF & NEW BOARD MEMBER TRAINING: FY 2021-2022

(BY NUMBER OF HOURS)

(TOTAL: 20 HOURS)



LEGISLATIVE BILL TRACKING: 2022 SESSION

(Total: 62 Bills)

Regulation of Smoking	HB 105 & SB 224
Local Ordinances	HB 403 & SB 280
Sanitary Sewer Lateral Inspection	HB 303 & SB 608
FWCC	HB 323 & SB 494
Vacation Rentals	HB 325 & SB 512
Municipal Water & Sewer Utility Rates	HB 515 & SB 886
Residential Home Protection	HB 518
Business Damages Caused by Local Gov't	HB 569 & SB 620
Resilience-Related Advisory Committees	HB 691 & SB 690
Preemption of Tree Pruning, Trimming, and Removal	HB 6025, SB 316
West Augustine Septic to Sewer	HB 4681
St. Augustine Fire Station 2 Design	HB 4967
Alternative Mobility Funding Systems	HB 1415 & SB 1824

Infrastructure Project Funding	HB 621 & SB 1162
Notice of Commencement Threshold Amount	SB 352
Public Records: Law Enforcement Geolocation	HB 773 & SB 1046
Public Records	SB 1472
Affordable Housing Tax Exemption	HB 495 & SB 1150
Individual Freedom	HB 7 & SB 148
Pet Protection	HB 849 & SB 994
Sovereign Immunity	HB 985 & SB 974
Cybersecurity	HB 7055 & SB 1670
Cybersecurity or Ransomware Incident: Public Records	HB 7057 & SB 1694
Local Gov't Solid Waste & Recycling Collection Services	HB 1241
Local Gov't Actions Against Waste Entities	SB 1944
Statewide Flooding & Sea-level Rise Resilience	SB 1940

Code & Traffic Enforcement	HB 1435 & SB 1954
Financial Disclosures	HB 301 & SB 510
Legal Notices	HB 7049
Building Regulation	HB 423
FL Main Street Program & Historic Preservation Tax Credits	HB 247 & SB 1310
Marijuana Legalization & Taxes	SB 1696 & SB 1698
Grease Waste Removal & Disposal	HB 1177 & SB 1110
Unlawful Assemblies	HB 1571 & SB 1664
Statewide Office of Resilience	HB 7053
Redistricting Map	SB 4-C
State of Florida Annual Budget	HB 5001

PROPOSED BUDGET – FY 2022-2023

CODE	CATEGORY	FY 21-22 BUDGET (Actual)	FY 22-23 BUDGET (Proposed)
110	Executive Salaries	\$ 263,924	\$ 283,520
120	Regular Salaries & Wages	\$ 46,327	\$ 55,049
140	Overtime	\$ 0	\$ 0
160	Holiday Supplement	\$ 200	\$ 230
161	Accrued Leave Payout	\$ 0	\$ 0
210	FICA Taxes	\$ 22,220	\$ 23,218
220	Retirement Contributions	\$ 76,446	\$ 85,760
230	Life & Health Insurance	\$ 25,346	\$ 19,546
240	Workers Compensation	\$ 330	\$ 675
250	Unemployment Compensation	\$ 621	\$ 677
	SUBTOTAL	\$ 435,414	\$ 468,675
	INCREASE		+ \$ 33,261
310	Professional Services	\$ 67,000	\$ 25,000
330	Court Reporter Services	\$ 1,200	\$ 1,200
340	Other Contract Services	\$ 2,500	\$ 2,000
400	Travel Expenses	\$ 1,740	\$ 1,500
401	Car Allowances	\$ 7,800	\$ 7,800
410	Telecommunications Services	\$ 2,166	\$ 3,353
420	Postage	\$ 500	\$ 500
464	Office Equip. Repair & Maintenance	\$ 930	\$ 0
471	Reproduction	\$ 2,400	\$ 2,400
490	Miscellaneous Charges	\$ 500	\$ 500
510	Office Supplies	\$ 500	\$ 500
515	Non-Capital Fixed Assets	\$ 0	\$ 2,500
520	General Operating Supplies	\$ 255	\$ 150
521	Uniforms	\$ 150	\$ 150
540	Subscriptions	\$ 2,772	\$ 3,000
541	Professional Dues & Memberships	\$ 1,025	\$ 2,000
542	Education & Training	\$ 2,000	\$ 2,000
543	Books	\$ 650	\$ 150
640	Machinery & Equipment	\$ 0	\$ 0
	SUBTOTAL	\$ 94,088	\$ 54,703
	DECREASE		- \$ 39,385
	TOTAL	\$ 529,502	\$ 523,378
	DIFFERENCE		- \$ 6,124