



**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, JANUARY 23, 2023 - 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.** Special presentation to City staff for their efforts to ensure the successful kick-off to the 2022 Nights of Lights season following Hurricanes Ian and Nicole. *(N. Sikes-Kline, Mayor)*
- 3.B.** Presentation of the American flag to Donna Frantz and the Frantz family in recognition of former City Commissioner Harry Frantz. *(N. Sikes-Kline, 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.B.1.** Progress report on building a program to reduce the unsheltered homeless population and presentation by Judith Dembowski, Executive Director of St. Francis House/Port in the Storm, on homelessness and the programs offered by St. Augustine Society. (*J. Regan, City Manager*)

7.C. Other Items Requiring Public Hearing

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

8.A. Ordinances - Second Reading

- 8.A.1. Ordinance 2023-01:** Prohibits fishing from any appurtenances to the seawall. (*I. Lopez, City Attorney*)
- 8.A.2. Ordinance 2023-02:** Amends the future land use designation of 1700 North Ponce de Leon Boulevard and 25 Missouri Avenue from Commercial Medium Intensity to Residential Medium Density Mixed Use. (*A. Skinner, Director Planning and Building*)
- 8.A.3. Ordinance 2023-03:** Amends the zoning of 1700 North Ponce de Leon Boulevard and 25 Missouri Avenue from Commercial Medium-Two (CM-2) to Residential General Office-A (RGO-A). (*A. Skinner, Director Planning and Building*)
- 8.A.4. Ordinance 2023-04:** Amends the future land use designation of 1800 North Ponce de Leon Boulevard, 1860 North Ponce de Leon Boulevard and 7 San Carlos Avenue from Commercial Medium Intensity to Residential Medium Density Mixed Use. (*A. Skinner, Director Planning and Building*)
- 8.A.5. Ordinance 2023-05:** Amends the zoning of 1800 North Ponce de Leon Boulevard, 1860 North Ponce de Leon Boulevard and 7 San Carlos Avenue from Commercial Medium-Two (CM-2) to Residential General Office A (RGO-A). (*A. Skinner, Director Planning and Building*)

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 2023-06:** Amends the Future Land Use Designation of a portion of 865 Fish Island Road south of State Road 312 from Public to Commercial Medium Intensity. (*A. Skinner, Director Planning and Building*)
- 9.A.2. Ordinance 2023-07:** Amends the zoning of a portion of 865 Fish Island Road south of State Road 312 from Government Use District (GU) to Commercial Medium-Two (CM-2). (*A. Skinner, Director Planning and Building*)

9.B. Resolutions

- 9.B.1. Resolution 2023-02:** Authorizes the City Manager to execute a State-Funded Grant Supplemental Agreement between the State of Florida Department of Transportation and the City for the construction of landscaping at the intersection of May Street and San Marco. *(R. Franklin, Director Public Works)*

10. STAFF REPORTS AND PRESENTATIONS

- 10.A.** Discussion regarding the repair work needed for hardening the Municipal Marina breakwater dock against future storm events. *(C. Sakryd, Deputy Director, General Services)*
- 10.B.** First quarter 2022-2023 public works and utilities update. *(R. Franklin, Director Public Works and T. Grant, Director Utilities)*

11. ITEMS BY CITY ATTORNEY

12. ITEMS BY CITY CLERK

- 12.A.** Notification of one term expiration on Historic Architectural Review Board. *(D. Galambos, City Clerk)*
- 12.B.** Notification of two term expirations on the Corridor Review Committee. *(D. Galambos, 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 - JANUARY 23, 2023

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON FEBRUARY 13, 2023:

- Ordinance 2023-06
- Ordinance 2023-07

CA.3. Reminder of Upcoming Meetings:

- February 13, 2023, 5:00pm, Regular City Commission Meeting
- February 27, 2023, 5:00pm, Regular City Commission Meeting
- March 13, 2023, 5:00pm, Regular City Commission Meeting

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

- December 12, 2022, First Shade Meeting
- December 12, 2022, Second Shade Meeting
- December 12, 2022, Regular City Commission Meeting

CA.5. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):

- 56 Charlotte Street - Maria and Azman Dayakli

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

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

CA.8. Petition for Voluntary Annexation and Pre-Anexation Agreement for a parcel of land south of the existing Shipyards project and east of Arapaho Avenue. *(A. Skinner, Director Planning and Building)*

CA.9. Financial update for the period ending December 31, 2022. *(M. Simpson, Director Finance)*

CA.10. First quarter 2022-2023 legal update. *(I. Lopez, City Attorney)*

CA.11. Invoice for BakerHostetler in the Ponce Associates/Maderia Subdivision matter for \$5,185.25. *(R. Franklin, Director Public Works)*

CA.12. Invoice from Cavendish Partners, P.A. in the Smith v City matter for \$2,128.75. *(I. Lopez, City Attorney)*

End Consent Agenda



Dear Mr. Regan,

As we discussed during our meeting, the CoC has recently conducted and published a 2022 Gaps analysis. After careful review as to how it might help inform new services created to address homelessness in the City of St. Augustine I found only one take-away with relevance to our conversation. That is the large increase those experiencing chronic homelessness which tend to be those hardest to house and therefore, the most visible.

According to this document which includes data during the period 10/1/2021 through 9/30/2022 our community has seen a sharp increase in the population defined as “chronically homeless”. In 2018 our system reported 65 people classified as chronically homeless with a sharp drop in 2019 to 35 identified chronically homeless individuals then a steady increase in 2020—43 people, 2021—69 people and, 2022—80 people. Since the people that meet this criterion must have a disability they are best served by permanent supportive housing, a resource we are sorely lacking in our community. These are people experiencing the deepest needs with the least resources. These are largely the population with the most visibility on the street. The current rental market’s impact on homelessness is also covered in the Gaps Analysis. I will attach a copy to this communication. Please understand that my observations come from my agency’s perspective and experience.

Prior to my installation as the Executive Director of St. Francis House the shelter had a different modus operandi. There was little case management or work done to move people out of the shelter. The agency operated a foodbank three times a week and offered an open campus for anyone all day long. This model resulted in little services being offered to resolve clients’ homelessness and a lot of crowd control. There was constant drug dealing and drug use, physical altercations, police involvement and even a murder. Those who stayed in the overnight shelter were required to pay a daily fee of \$7 to remain in shelter and were not encouraged to seek an alternative so long as they were paying their fees. Once I became established and had the opportunity to evaluate the model, its goals, and approaches, I found it clear that to address real needs and to focus on providing resolutions to homelessness we needed to make some shifts. Daily fees were eliminated, case management was employed, and we adopted the tag line “Compassion. Shelter. Opportunity” both in print and practice. The option to come hang out at St. Francis House—housed or homeless--all day with no purpose, no interest in working with staff toward a positive outcome, and to remain unengaged with any productive interest ceased much to the delight of our neighborhood. Over the past nearly ten years our services have been refined, developed, and expanded to focus on assisting people to exit homelessness. Below you will find a summary of each of our programs. I will begin with our adult low-barrier shelter as I believe this is the service the City is most interested in.

Emergency Shelter

St. Francis House is a low-barrier, housing-focused emergency shelter. Anyone who is experiencing homelessness in our community can come into this program to work toward resolving their homelessness. It is a continuous-stay shelter which means once in the program they do not lose their bed each morning. Exceptions are those who have open warrants and sex offenders. We do not require that program participants be sober. We require basic safety and alcohol and drugs are prohibited on campus. Each person who enters our shelter must meet with a case manager to create their tailored housing plan. Together with case management each client identifies their path to housing, the steps necessary to achieve self-sufficiency. The staff assistance in the plan is created around the client’s strengths and needs. Some clients come to us already employed and need only a safe place to stay while they find new housing. Others come to us without income and need to plan around that as well. These are our less



ST. FRANCIS HOUSING CRISIS CENTER and
PORT IN THE STORM HOMELESS YOUTH CENTER

Programs of St. Augustine Society

Compassion ♦ Shelter ♦ Opportunity



complicated clients who are able to resolve their homelessness with little intervention. At the other end of the spectrum we shelter people who have little resources and very deep needs. They may need specialized housing or special services before permanent housing can be obtained. We work those cases on an individualized basis. Perhaps they need to be connected to a detox facility, perhaps they are in need of an assisted living facility. In many cases they may have or need to be connected to SSI or SSDI while looking for rents that fall within a fixed income. For this reason we do not have a time-limited stay policy and do not operate on a night-by-night basis. Once in shelter clients need only to keep themselves and others safe, not bring drugs or alcohol onto the property and, work—to the best of their ability—toward the resolution of their homeless situation. For those in shelter we offer three meals and snacks, hygiene and other basic needs provisions.

This program currently offers space for 16 men, 14 women, 16 beds for families with minor children, 2 beds for our respite contract with Flagler Hospital and, our 8 City Ordinance beds. In addition, we have relationships with both Veterans Court and Drug Court making beds available at their request to support their participants who find themselves with no place to go so they don't end up in violation on account of homelessness.

Seven days per week during the day, from 9am to 5pm, our campus is open to those living unsheltered to receive basic needs and housing-focused services. During these hours we offer showers, lunch, clothing, and personal hygiene supplies. On Mondays we have Wildflower Clinic on site and representatives from the VA are regular visitors for our veterans experiencing homelessness to connect entitled vet services. We assist clients in applying for food stamps and Medicaid, SSI/SSDI, connection to services for medical, mental health, and substance use/abuse help. We have telephone and computer access for appointment, employment, and housing purposes. Clients do not have to stay in our shelter to access the same housing-focused case management services that are provided to our overnight guests. Clients do not need an appointment to access these services however, they are invited to remain on campus for service purposes only. We no longer provide an open campus as we did in the past due to the aforementioned problems we found with that model.

Port in the Storm is our Homeless Youth Center. Located on a campus of its own, it offers both overnight, low-barrier, emergency shelter and day shelter services to young people ages 18 to 24. This shelter has 16 beds for young people and operates on a night-by-night basis. Youth can use either or both programs.

We are currently working to expand our bed capacity as I will outline in my presentation to the Commission on January 23rd. In short, we will more than double our family capacity, add to our capacity for women, and at least double our capacity for men. Longer-term we will double our capacity for our youth shelter as well by expanding to provide like services to those under the age of 18.

Street Outreach

SOS is our street outreach team. It currently consists of 4 street outreach workers and an case manager/coordinator. These teams spend their days throughout both the City and the County. This program is housing-focused. Its approach is two-pronged. The first is to engage people who are living unsheltered and in places that are not meant for habitation. Establish working relationships and to provide basic needs and connection to identified services to get them off the streets. The second is to provide a pathway to housing and assist them in accessing that housing. Each client is offered identical services to those provided in our shelter services but it is provided to them in the field. Street outreach workers carry cell phone and tablet to make appointments, fill out applications, job and housing search, and are able to work on client specific needs and obstacles to house them directly from the street.

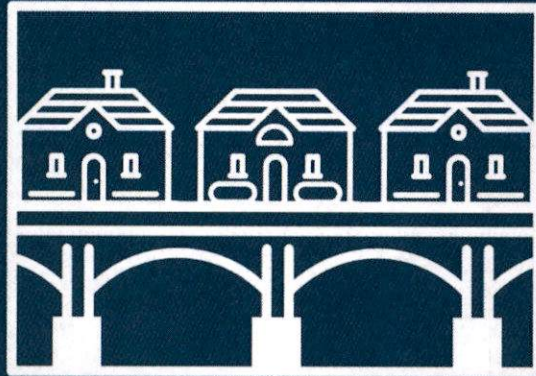


We have received dollars to add a youth-specific outreach position and are in the process of applying to add a second youth street outreach worker. We have received a grant with which we are adding a veteran-specific outreach worker and, through ARPA funding will be adding an additional full team. These additions are expected to be complete by mid to late February bringing our total outreach team to nine.

Having laid these services out I will state the obvious problem. We cannot force anyone to engage in our services or to work toward resolving their homelessness.

As I understand it, the City is interested in creating a shelter that will offer all of the same services we are currently operating only with an open campus like we previously ran so that there is somewhere unsheltered people can go to simply be. I would not argue that given the sheer numbers of unsheltered people we are seeing that there is not a need however, I would caution that the development of such a facility take into account not only the benefits but that it also plans for the inevitable issues so as to have a clear and direct response. It is a struggle we have seen firsthand. Where do those who are consistently aggressive go? Where do those who insist on dealing drugs or victimizing other clients go? Will the project being developed exclude those behaviors? Will people who do not want to move forward in any way be allowed to remain at that facility indefinitely? These only some things to consider in the planning of the project. I can assure you, it was a painful process when we went through it but the results we have seen have greatly benefitted the clients we serve. If I can be of assistance in helping to ensure this project meets the City's needs and goals please let me know. I would be happy to help in anyway I can.

Respectfully,
Judith Dembowski
Executive Director
St. Francis House/Port in the Storm



St. Johns County
Continuum of Care
ENDING HOMELESSNESS TOGETHER

FL-512 2022 Gaps Analysis

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Introduction

The St. Johns County Continuum of Care (CoC) conducts an annual gaps analysis/needs assessment of the homeless needs and services available within the geographic area. The following information will inform the lead agency, board, and community about the gaps in the system and services within the CoC. The information will be used to set performance standards and goals with the intention that homelessness is rare, brief and one time in St. Johns County.

Goals

1. Identify any gaps and areas of growth within services, and the system running within the CoC.
2. Provide actionable take-aways for members of the lead agency, board, and general membership.

Definitions

1. Continuum of Care (CoC): A program designed to promote a community wide commitment to end homelessness.
3. Category 1 – Literally Homeless [HUD Definition]: Individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:
 - a. Has a primary nighttime residence that is a public or private place not meant for human habitation;
 - b. Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs);
 - c. OR - Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation.
4. Homeless Management Information System (HMIS): A database application used to confidently aggregate data on homeless populations served in the United States.
5. Lead Agency: Those tasked by the U.S. Department of Housing and Urban Development (HUD) with developing a systemic response to homelessness.
6. Point In Time (PIT): PIT is a count of sheltered and unsheltered people experiencing homelessness that HUD requires each Continuum of Care (CoC) nationwide to conduct in the last 10 days of January each year.

7. Housing Inventory Count (HIC): HIC is a point-in-time inventory of provider programs within a Continuum of Care that provide beds and units dedicated to serve people experiencing homelessness.
8. Permanent Supportive Housing (PSH): PSH is permanent housing in which housing assistance (e.g., long-term leasing or rental assistance) and supportive services are provided to assist households with at least one member (adult or child) with a disability in achieving housing stability.
9. Chronic Homelessness: a homeless individual with a disability who lives either in a place not meant for human habitation, a safe haven, or in an emergency shelter or in an institutional care facility if the individual has been living in the facility for fewer than ninety 90 days and had been living in a place not meant for human habitation, a safe haven or in an emergency shelter immediately before entering the institutional care facility.

In order to meet the “chronically homeless” definition, the individual also must have been living as described above continuously for:

- a. At least twelve 12 months.
- b. Or on at least four 4 separate occasions in the last three 3 years, where the combined occasions total to 12 months.
- c. Each period separating the occasions must include at least seven (7) nights of living in a situation other than a place not meant for human habitation, in an emergency shelter or in a safe haven.

Methodology

All funded homeless services agencies are expected to input their information within the CoC’s Homeless Management Information System (HMIS). Victim service providers enter the same data in a comparable database to help ensure the safety of individuals experiencing homeless and either domestic violence or sexual assault.

The CoC utilized the HMIS database to pull data for this report as well as reports that are already completed for the US Department of Housing and Urban Development (HUD) and the Florida Department of Children and Families (DCF). The reports include:

1. The Longitudinal Systems Analysis (LSA)
2. System Performance Measures (SysPM)
3. Point-In-Time (PIT)
4. Housing Inventory Count (HIC)

The CoC also utilized demographic information for the county from the 2021 Census – found [here](#).

Looking at the Numbers (10/01/2021 – 09/30/2022)

Total served by the CoC:

Households
567

Individuals
726

Demographic Information Throughout the System

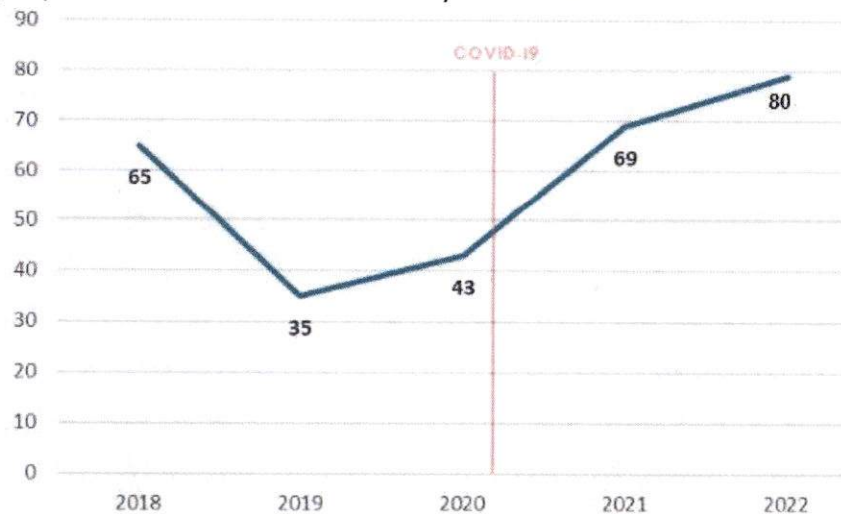
	Totals	% of Total
Adults (18+)	609	84%
Children (Under 18)	117	16%
Youth (18-24)	76	10%
Veterans	42	6%
Chronically Homeless	189	26%

	Totals	% of Total
Male	446	61%
Female	276	38%
No Single Gender	0	0%
Questioning	1	.001%
Transgender	3	.004%

	Totals	% of Total
White	506	70%
Black or African American	157	22%
American Indian	8	1%
Asian	2	.003%
Native Hawaiian	12	2%
Multi Race	41	5%
Unknown	0	0%

Chronically Homeless

Point in Time (PIT) Count - Number of Chronically Homeless:



HMIS data shows that 26% of people served by homeless providers were considered chronically homeless. Similarly, 23% of people surveyed during the annual PIT count were considered chronically homeless. These numbers have increased significantly over the last two years.

Gap

The percentage of chronically housing has steadily increased over 3 years even when the number of homeless has decreased. The most effective strategies to assist the population are either (a) in their early stages or (b) do not exist in the county at this time.

Research Base

Strategies that have been shown to work in reducing the number of chronically homeless:

1. Permanent Supportive Housing:

(<https://endhomelessness.org/ending-homelessness/solutions/permanent-supportive-housing/>)

- Shown to reduce homelessness by nearly 8% nationally since 2007
- Cost effective
- Improves housing stability and health

2. Understanding the Presence of Disabilities:

(https://www.csh.org/wp-content/uploads/2014/02/ChronicallyHomeless_T.pdf)

- Seek to understand the underlying barriers facing the clients who are identified as homeless.
- Include stakeholders/providers in the process to help address the needs of the client. (e.g. substance abuse providers, mental health providers, medical providers).

3. Engagement In the Process :

(https://www.csh.org/wp-content/uploads/2014/02/ChronicallyHomeless_T.pdf)

- a. Including individuals with lived experience in the process.
- b. Currently the St. Johns County CoC has increased the amount of people with lived experience in the process – i.e., Youth Advisory Board, hiring people with lived experience, and incorporating individuals in the PIT count.

Race and Ethnicity

Race	County	Served by the system in 2022	Housed in 2022
American Indian	-%	1%	1%
Black or African American	5%	22%	23%
Native Hawaiian/Pilipino	-%	2%	-%
Asian	3%	1%	-%
White	83%	70%	70%
Multiple Races	2%	5%	6%
Unknown	-%	-%	-%

In the 2022 PIT count African Americans represented 12% of people experiencing homelessness.

Gaps

The individuals who identified as Black or African American or having multiple races have accessed the system at a higher rate.

Next Steps

The CoC can begin to take steps to identify what factors are impacting people who identify with the aforementioned races. These factors would be beneficial in onboarding new providers who specifically work in the service area needed.

Inventory – As of the HIC Reporting

Emergency Shelter Utilization Rate: 67%

Transitional Housing Utilization Rate: 72%

Permanent Supportive Housing Utilization Rate: 0% - No current programs

State of the Community

Overall, housing in St. Johns County has become more expensive over the last two years. While this is no different than what is seen throughout the rest of the United States, the median home price in St. Johns County is \$425,000.00. The average home price in the State of Florida is

FL-512 St. Johns County CoC – GAPS Analysis

\$325,000.00, which is significantly less than St. Johns County. Additionally, as rental programs (such as OurFlorida) and ESG-CV come to an end, there will be less financial opportunity to assist those in need of prevention services.

Compounding with the above factors is the availability of rental housing within St. Johns County. Currently there are 91,243 occupied housing units within the county. Of those occupied housing units, only 16,935 (18.6 % of the total) are considered renter occupied. This is a 3% reduction in the total number of people living in rentals since the previous year. This coincides with the number of individuals moving to the area.

Gaps

Currently there is less housing, less funding, and less Transitional Housing available. The changes in the economy and reduction in prevention resources and transitional housing will affect the Emergency Shelter services and utilization. In addition, the reduction of Transitional Housing units will mean higher utilization rate and the potential increase in the number of unmet needs within the system.

Coordinated Entry and Rapid Rehousing

In 2021, 442 people were assessed for housing assistance. Of those assessed:

- 18% were potential candidates for Permanent Supportive Housing (chronically homeless with a disabling condition)
- 54% of adults score vulnerable enough for Permanent Supportive Housing services
- 28% of adults express a history of Domestic Violence
 - 11% were actively fleeing
- 7% were considered youth experiencing homelessness

Gaps

There has been a decrease in youth engagement in services as compared to previous years. St. Johns County has limited youth services available outside of the youth shelter and day services. Gaps in service are currently being analyzed by the Youth Advisory Board (a group of youth with lived experience of homelessness). There is currently a lack of resources to address the need within the county.

Availability of Permanent Supportive Housing is a reoccurring theme within the numbers. The number of people who could or would be served by Permanent Supportive Housing is significant and warrants serious consideration.

For questions regarding this document, please contact Austin Burns via email at Austin.burns@flaglerhospital.org or call 904-819-3071.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 11, 2023

RE: **ORDINANCE 2023-01: PROHIBITING FISHING FROM APPURTENANCES TO THE SEAWALL**

Please find enclosed Ordinance 2023-01 prohibiting fishing from any appurtenances to the seawall, including the viewing platform at the North Park, or other items located on or upon the City's submerged lands.

Please place Ordinance 2023-01 on the regular City Commission agenda for second reading on January 23, 2023.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

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

Agenda Title:

Ord 2023-01: Prohibits fishing from any appurtenances to the seawall.

ORDINANCE NO. 2023-01

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 7, ARTICLE I, SECTION 7-2 OF THE CODE OF THE CITY OF ST. AUGUSTINE PROHIBITING FISHING FROM ANY APPURTENANCES TO THE SEAWALL; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 166.041, Florida Statutes, provides procedures for adoption of ordinances by municipalities; and

WHEREAS, section 7-2 of the municipal code prohibits fishing from or tying onto the seawall and the City wishes to further clarify that these prohibitions apply to the viewing platform and other appurtenances; and

WHEREAS, the City of St. Augustine was granted ownership of submerged lands within the City of St. Augustine by Chapter 11148 of the Laws of Florida, and was granted operational control of the North Park and South Park flanking the Bridge of Lions by the Florida Department of Transportation; and

WHEREAS, the North Park includes a viewing platform constructed upon the submerged lands of the City of St. Augustine; and

WHEREAS, the City Commission finds that fishing activity or boat tie-up from the viewing platform would interfere with anchored vessels and the normal operations of the bridge and adjacent public marina, would pose a hazard to the numerous pedestrians in the park and along the seawall, would detract from the intended use of the viewing platform and the decorative hardscape and landscape and introduce additional wear and tear and risk associated with those activities, and would attract scavenging birds and other wildlife in an urban environment increasing the risk to both wildlife and persons; and

WHEREAS, the City Commission for the City of St. Augustine finds that it is in the best interest of public health, safety, and general welfare that the following amendments be adopted.

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

Section 1. Amending Chapter 7, Article I, Section 7-2. Chapter 7, Article I, Section 7-2 of the Code of the City of St. Augustine is hereby amended as follows:

Sec. 7-2. - Fishing from seawall prohibited.

(a) It shall be unlawful for any person to catch, trap, take or obtain fish, shrimp or other sea life by any means or methods while on or upon the seawall, the viewing platform at the North Park, or other appurtenances, located on or upon the city's submerged lands.

(b) It shall be unlawful for any person or without permission of the city manager to tie up any boat, dinghy or other vessel to the seawall, the viewing platform in the North Park, or other appurtenances, unless authorized by the city manager or other agency described as follows:

The seawall is defined as that structure, and any appurtenances thereto, situated in the Matanzas River in the harbor of the City of St. Augustine, St. Johns County, Florida, beginning at a stone monument marked "US" on the line of the seawall on the Matanzas River 436 feet more or less, in a southerly direction from the most southeasterly point of the southeast bastion of Castillo de San Marcos National Monument and running thence southerly along the now existing seawall; meandering Avenida Menendez Street in the City of St. Augustine, Florida, to the southerly terminus of the seawall at a point near the St. Francis Barracks, and including coterminous structures through the North Park and South Park as described in Resolution 2010-08 and that certain Memorandum of Agreement between the City of St. Augustine and the Florida Department of Transportation dated March 8, 2010 granting operation, maintenance and repair authority of the North Park and South Park to the City of St. Augustine.

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

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

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

construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

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

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2023.

Nancy Sikes-Kline, Mayor-Commissioner

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

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

DATE: January 11, 2023

RE: **Ordinance 2023-02 – Amending the Future Land Use Designation of 1700 North Ponce de Leon Boulevard and 25 Missouri Avenue from Commercial Medium Intensity to Residential Medium Density Mixed Use – Second Reading and Public Hearing**

The property at 1700 North Ponce de Leon Boulevard and 25 Missouri Avenue is a 0.71-acre parcel that is on Ponce de Leon Boulevard between Matanzas and Missouri Avenues. The property is surrounded by commercial property on three sides with the San Sebastian Riverine environment to the west across US 1 (Ponce de Leon Boulevard). This property is owned by Vista Hotel IV, Inc.

The city's Future Land Use Map (FLUM) identifies Commercial Medium Intensity as the land use category for these properties. The owner has requested to change the land use to the Residential Medium Density Mixed Use land use category. An application to rezone the property to Residential General Office-A (RGO-A), which is consistent with the proposed land use category has also been submitted. The owner is proposing a hotel for the property.

On December 6, 2022, the Planning and Zoning Board (PZB) made a positive recommendation to amend the future land use of these properties from Commercial Medium Intensity to Residential Medium Density Mixed Use.

On January 9, 2023, the City Commission passed this ordinance on First Reading.

Attached you will find the Ordinance, and legal description, a map illustrating the requested change, and the packet of information regarding this application and the compatible rezoning provided to the PZB.

Please place Ordinance 2023-02 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. 2023-02

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION OF APPROXIMATELY 0.71 ACRES OF PROPERTY LOCATED AT 1700 NORTH PONCE DE LEON BOULEVARD AND 25 MISSOURI AVENUE IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT DESIGNATION OF COMMERCIAL MEDIUM INTENSITY TO A DESIGNATION OF RESIDENTIAL MEDIUM DENSITY MIXED USE; 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 0.71 acres of land, located at 1700 North Ponce de Leon Boulevard (PIN #189790 0000), and 25 Missouri Avenue (PIN #189780 0000) commonly known as the former Bozard Property being more fully described herein, that the property's Future Land Use Map (FLUM) designation should be amended from Commercial Medium Intensity to Residential Medium Density Mixed Use;

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 0.71 acres commonly known as the former Bozard Property located on Ponce de Leon Boulevard between Matanzas and Missouri Avenues 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, is

hereby amended to the classification of Residential Medium Density Mixed Use. This property is also known as Parcel Numbers 189790 0000, and 189780 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 _____, 2023.

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

6

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

William C. Hagin, Esq.
LeBoeuf, Lamb, Greene & MacRae LLP
50 North Laura Street, Suite 2800
Jacksonville, Florida 32202

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this 23rd day of January, 2007, by BOZARD LAND, LLC, a Florida limited liability company, whose address is 1700 North Ponce de Leon Boulevard, St. Augustine, FL 32084, hereinafter called the Grantor to, VISTA HOTEL IV, INC., a Florida corporation, whose mailing address is 32 Avenida Menéndez, St. Augustine, FL 32084, hereinafter called the Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in St. Johns County, Florida, which is described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF
(THE "PROPERTY")

TOGETHER with all tenements, hereditaments, improvements (if any), easements and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever, SUBJECT, HOWEVER to the exceptions set forth on EXHIBIT B hereto:

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey the property; and that the Property is free of all encumbrances except the matters herein-above mentioned to which this Deed is made subject. The Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

Wherever used herein the terms "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.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents to be effective the day and year first written above.

BOZARD LAND, LLC

Signed, sealed and delivered in the presence of:

John D. Baulch Jr.
Print Name: JOHN D. BAULCH JR.

By: Harold William Shad, III
Name: Harold William Shad, III

Gloria M. Banta
Print Name: GLORIA M. BANTA

Address: 1700 North Ponce de Leon Boulevard
St. Augustine, FL 32084

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 23 day of January, 2007, by Harold William Shad, III the Manager of Bozard Land, LLC, a Florida limited liability company. He is either ☒ personally known to me or ☐ has produced a FL state driver's license as identification.

Gloria M. Banta
Name: _____
Notary Public, State and County aforesaid
Commission Number: _____
My commission expires: _____

[Notarial Seal]



1700 North Ponce

EXHIBIT "A"

PARCEL 1:

EAST ¼ OF LOT 2, BLOCK 5, GARNETT ADDITION, AS DESCRIBED IN THE OFFICIAL PLAT OF THE CITY OF ST. AUGUSTINE, MADE BY ROBERT RANSON, DATED JANUARY 1, 1905 ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 2:

THE WEST ¼ OF LOT 1, BLOCK 5, GARNETT'S SUBDIVISION, AS SHOWN BY PLAT NOW ON RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA IN DEED BOOK "SS" AT PAGE 189.

PARCEL 3:

THE WEST ¼ OF LOT 3, BLOCK 8, BEING GARNETT AND CUNNINGHAM SUBDIVISION IN THE NORTH PART OF THE CITY OF ST. AUGUSTINE, AS BY REFERENCE TO MAP ON FILE IN THE COUNTY CLERK'S OFFICE IN MAP BOOK 1, PAGE 91 AND DESIGNATED AS LOT 3, BLOCK 8, THE ENTIRE LOT BEING IN FRONT 100 FEET AND IN THE DEPTH 110 FEET, MORE OR LESS, THE PROPERTY CONVEYED TO ALEX CAPO AND GERTRUDE CAPO JANUARY 13TH, A.D. 1893, RECORDED IN BOOK TT PAGE 180.

THE ABOVE PROPERTY BEING ALSO DESCRIBED AS THE WEST ¼ OF LOT 3, BLOCK 5, GARNETT SUBDIVISION, AS PER OFFICIAL MAP OF THE CITY OF ST. AUGUSTINE, FLORIDA. EXCEPTING RIGHT OF WAY FOR ROAD AS DESCRIBED IN DEED BOOK 210, PAGE 405.

PARCEL 4:

THE SOUTH 50 FEET OF LOT 1, BLOCK 5, GARNETT ADDITION TO THE CITY OF ST. AUGUSTINE, ACCORDING TO MAP THEREOF DATED JANUARY 1, 1905 AND FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA, SAID LANDS FRONTING 50 FEET ON CUNNINGHAM CENTER ON THE EAST, 100 FEET ON GARNETT AVENUE ON THE SOUTH AND BEING BOUNDED ON THE NORTH BY THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 213, PAGE 183, OF THE ST. JOHNS COUNTY PUBLIC RECORDS.

1

PARCEL 5:

THE NORTH $\frac{1}{4}$ OF LOT 1, BLOCK 5 OF GARNETT'S SUBDIVISION OF ST. AUGUSTINE, AS SHOWN ON THE OFFICIAL MAP OF SAID CITY OF ST. AUGUSTINE, FLORIDA, DATED JUNE 12, 1923, SAID PLAT BEING ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

SAID NORTH $\frac{1}{4}$ OF LOT 1, BLOCK 5 HAS A FRONTAGE OF 60 FEET ON THE CUNNINGHAM AVENUE AND A DEPTH OF 100 FEET, EXTENDING WEST OF LOT NOW OR FORMERLY OWNED BY STEVE MCCORMICK.

PARCEL 6:

ALL OF 6, BLOCK 5, GARNETT SUBDIVISION IN THE CITY OF ST. AUGUSTINE, ACCORDING TO THE OFFICIAL MAP OF SAID CITY, DATED JANUARY 1, 1905 AND DRAWN BY ROBERT RANSON, EXCEPTING THAT PORTION OF SAID LAND IN DEED BOOK 209, PAGE 145, ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH:

LOT 7, BLOCK 5 OF THE GARNETT SUBDIVISION OF THE CITY OF ST. AUGUSTINE, FLORIDA, ACCORDING TO OFFICIAL MAP OF THE CITY OF ST. AUGUSTINE DATED JANUARY 1, A.D. 1905, A COPY OF WHICH IS NOW OF RECORD AND ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 7:

THE SOUTH $\frac{1}{4}$ OF LOT 8, BLOCK 5, GARNETT SUBDIVISION OF THE CITY OF ST. AUGUSTINE, FLORIDA, ACCORDING TO OFFICIAL MAP OF SAID CITY DATED JANUARY 1, 1905, OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 9:

IN THE CITY OF ST. AUGUSTINE, FLORIDA, THE SOUTH $\frac{1}{4}$ OF LOT 1, BLOCK 3 OF THE GARNETT SUBDIVISION, ACCORDING TO THE OFFICIAL MAP OF SAID CITY, RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF LOT 2 AND LOT 3, BLOCK 3, GARNETT SUBDIVISION, ST. AUGUSTINE, FLORIDA, AS SHOWN BY OFFICIAL MAP OF THE CITY OF ST. AUGUSTINE, FLORIDA, SAID PLAT BEING ON FILE AND OF RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 10:

THE NORTH $\frac{1}{2}$ OF LOT 1, BLOCK 3, OF THE GARNETT SUBDIVISION, ACCORDING TO THE OFFICIAL MAP OF THE CITY OF ST. AUGUSTINE, FLORIDA, RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR ST. JOHNS COUNTY, FLORIDA.

PARCEL 11:

BLOCK 2 OF GARNETT'S ADDITION TO THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, ACCORDING TO OFFICIAL MAP OF ST. AUGUSTINE DATED JUNE 12, 1923.

A MORE PARTICULAR DESCRIPTION OF SAID BLOCK ACCORDING TO ITS PRESENT LINES AND BOUNDARIES IS AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 2, AT THE INTERSECTION OF THE EASTERLY PROPERTY LINE OF SAID BLOCK ON SAN MARCO AVENUE, WITH THE SOUTHERLY PROPERTY LINE OF SAID BLOCK ON MATANZA STREET, AS MARKED BY A PERMANENT MONUMENT CONSISTING OF A 3 INCH IRON PIPE WHICH IS SET AT THAT POINT. SAID POINT BEING 32.5 FEET WESTWARDLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF SAN MARCO AVENUE AND 25 FEET NORTHWARDLY MEASURED AT RIGHT ANGLES FROM THE CENTER OF MATANZA STREET; RUN THENCE SOUTH $84^{\circ}30'$ WEST ALONG THE SOUTHERLY PROPERTY LINE OF SAID BLOCK, 222 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY PROPERTY LINE OF SAID BLOCK ON CUNNINGHAM AVENUE; RUN THENCE NORTH $5^{\circ}15'$ WEST ALONG THE WESTERLY PROPERTY LINE OF SAID BLOCK, 110 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY PROPERTY LINE OF SAID BLOCK ON MISSOURI STREET; RUN THENCE NORTH $83^{\circ}39'$ EAST ALONG THE NORTHERLY PROPERTY LINE OF SAID BLOCK, 175.65 FEET MORE OR LESS TO THE POINT OF THE INTERSECTION WITH THE EASTERLY PROPERTY LINE OF SAID BLOCK ON SAN MARCO AVENUE; RUN THENCE SOUTH $27^{\circ}34'$ EAST ALONG THE EASTERLY PROPERTY LINE OF SAID BLOCK, 121.5 FEET TO THE POINT OF BEGINNING. THIS PROPERTY BEING BOUNDED ON THE EAST BY SAN MARCO AVENUE, ON THE SOUTH BY MATANZA STREET, ON THE WEST BY CUNNINGHAM AVENUE AND ON THE NORTH BY MISSOURI STREET, AS SHOWN BY PLAT ATTACHED TO AND MADE PART OF WARRANTY DEED DATED SEPTEMBER 27, 1938 FROM ROCKLAND COUNTY REALTY CO. TO H. D. POLLARD. ALL COURSES ARE ON MAGNETIC BEARINGS.

PARCEL 12:

LOTS 4 AND 5, BLOCK 1, GARNETT ADDITION, CITY OF ST. AUGUSTINE, FLORIDA, ST. JOHNS COUNTY. EXCEPTING RIGHT OF WAY OF STATE ROAD NO. 5. AND ALSO: LOTS 7, 8 AND 9, OF THE SANCHEZ TRACT, ACCORDING TO PLAT OF THE CITY OF ST. AUGUSTINE, FLORIDA, DATED JANUARY 1, 1905. EXCEPTING THERE FROM RIGHT OF WAY OF STATE ROAD NO. 5, AND THAT PORTION OF SAID LAND CONVEYED TO STANFORD OIL CO., AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 10, PAGE 349, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. ALSO WITH: THAT PART OF LOTS 5 AND 6, SANCHEZ TRACT, AS SHOWN ON THE OFFICIAL MAP THE CITY OF ST. AUGUSTINE, DATED JANUARY 1, 1905, DESCRIBED AS FOLLOWS: FROM THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; RUN NORTH 0°23' WEST ALONG THE WEST LINE OF SAID LOT 6, 22.80 FEET; THENCE SOUTH 88°53' 30" EAST, 67.85 FEET; THENCE SOUTH 0°01'30" EAST 21.49 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5 AND THE NORTH LINE OF LOT 4, SAID GARNETT ADDITION; THENCE DUE WEST, ALONG SAID SOUTH LINE OF LOTS 5 AND 6, SANCHEZ TRACT, AND THE NORTH LINE OF SAID LOT 4, GARNETT ADDITION, 67.70 FEET TO THE POINT OF BEGINNING.

PARCEL 13:

BEING A PART OF LOTS 5 AND 6, SANCHEZ TRACT, CITY OF ST. AUGUSTINE, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

IN THE CITY OF ST. AUGUSTINE, IN NORTH CITY, THE LOT DESIGNATED UPON THE OFFICIAL MAP OF SAID CITY, DATED JANUARY 1, 1905 AS LOT 5 OF THE SANCHEZ TRACT; MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTH LINE OF A STREET AT THE NORTHERN LIMITS OF SAID CITY 150 FEET WESTERLY FROM ITS INTERSECTION WITH SAN MARCO AVENUE; THENCE SOUTHERLY 183°10" TO LAND OF R.B. GARNETT; THENCE WESTERLY 50 FEET; THENCE NORTHERLY 180°10" MORE OR LESS TO THE SOUTH LINE OF SAID STREET, AT THE NORTHERN LIMITS OF THE CITY; THENCE EASTERLY 50 FEET TO THE PLACE OF BEGINNING.

LOT 6 IN THE SANCHEZ SUBDIVISION IN THE CITY OF ST. AUGUSTINE, COUNTY OF ST. JOHNS AND STATE OF FLORIDA; BEGINNING IN THE NORTH LINE OF THE CITY LIMITS, 200 FEET WESTERLY FROM SAN MARCO AVENUE AND RUNNING THENCE WESTERLY 50 FEET; THENCE SOUTHERLY 183 FEET AND 10 INCHES MORE OR LESS TO LAND OF GARNETT; THENCE EASTERLY IN GARNETT'S NORTH LINE 50 FEET; THENCE NORTHERLY 183 FEET 10 INCHES MORE OR LESS TO PLACE OF BEGINNING.

THE ABOVE DESCRIBED LOTS 5 AND 6 ARE LESS AND EXCEPT THE FOLLOWING:

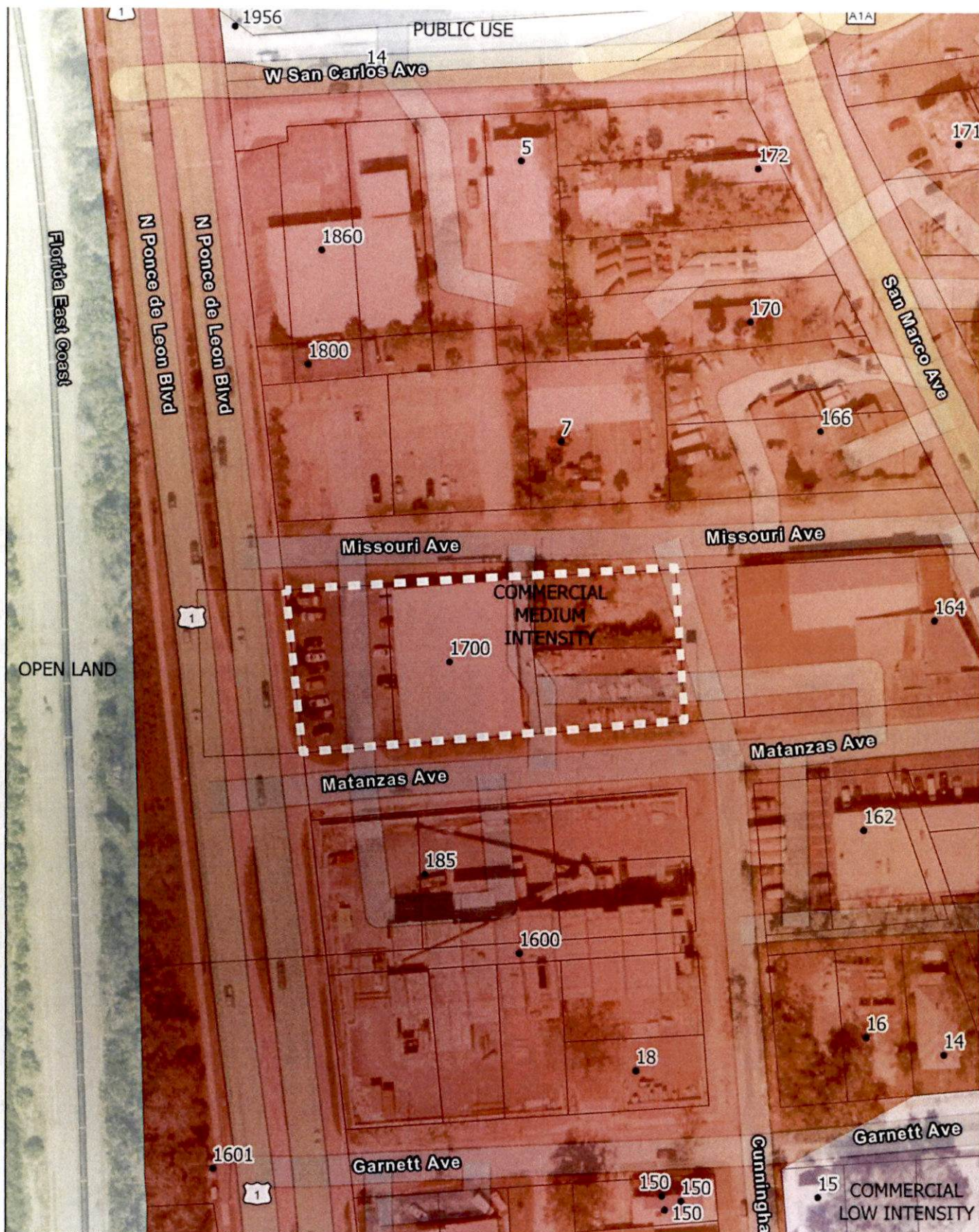
FROM THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6, RUN NORTH 0°23' WEST ALONG THE WEST LINE OF SAID LOT 6, 22.80 FEET; THENCE SOUTH 88°53'30" EAST, 67.85 FEET, THROUGH LOT 6 AND PART OF LOT 5, A DISTANCE OF 67.85 FEET; THENCE SOUTH 0°01'30" EAST 21.49 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE DUE WEST ALONG THE SAID SOUTH LINE OF LOTS 5 AND 6, A DISTANCE OF 67.7 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

SCHEDULE OF PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2007 and subsequent years, which are not yet due and payable.

JK139609.2



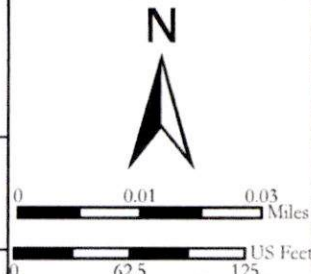
Current Land Use of 1700 N Ponce de Leon Boulevard and 25 Missouri Ave

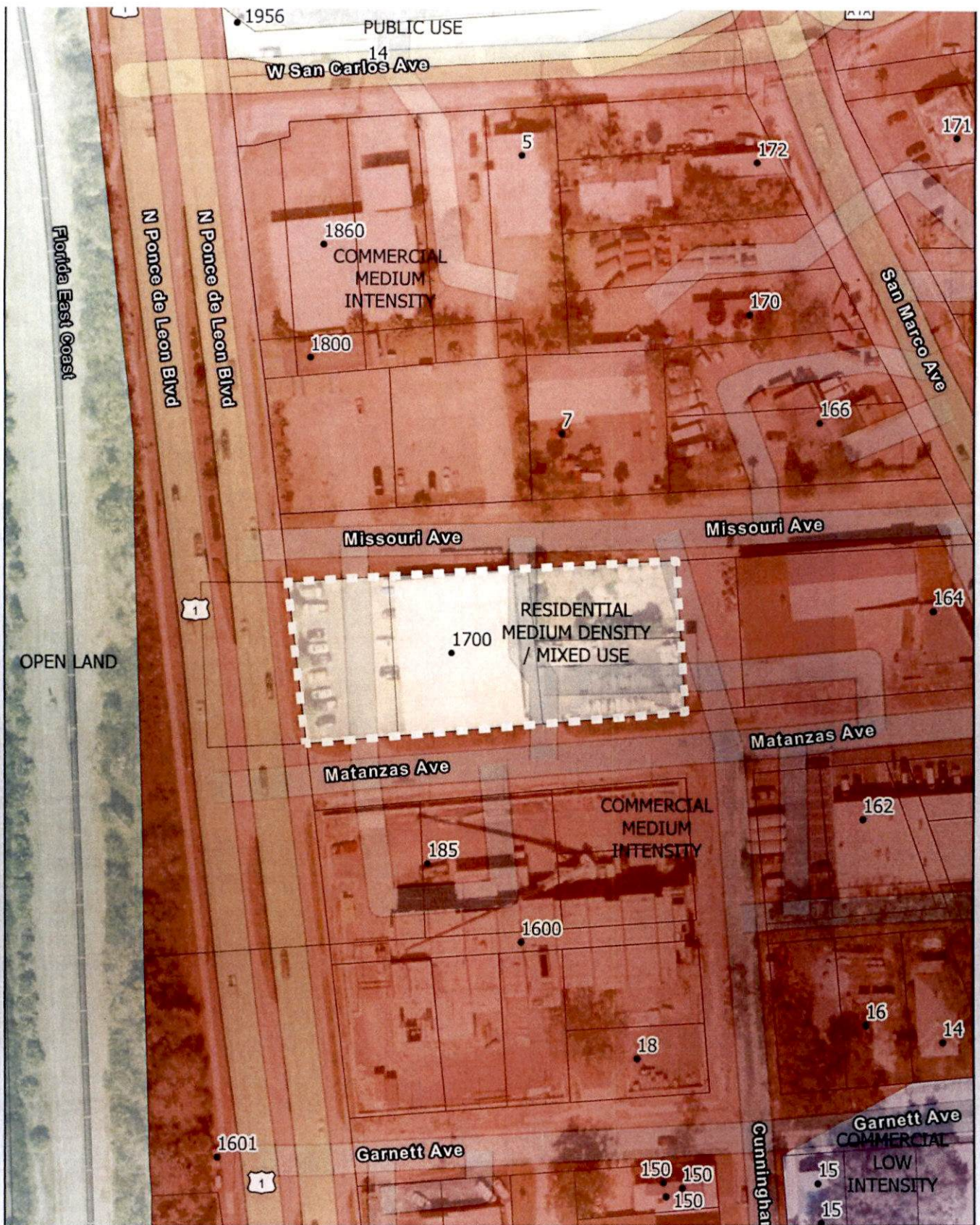


St Johns County, Maxar, Microsoft, Esri Community Maps Contributors,
FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,

2022

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet





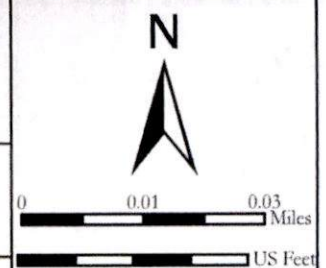
Proposed Land Use of 1700 N Ponce de Leon Boulevard and 25 Missouri Avenue



St Johns County, Maxar, Microsoft, Esri Community Maps Contributors,
FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,

2022

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



Staff Report

Memorandum

TO: Planning and Zoning Board

DATE: December 6, 2022

RE: **COMPREHENSIVE PLAN LAND USE PLAN AMENDMENT AND
REZONING 2022-0084**

AGENDA ITEM 9(a)

APPLICANT James G. Whitehouse, Esq.
c/o St. Johns Law Group

OWNER Vista Hotel IV, Inc.

LOCATION 1800 N Ponce de Leon Boulevard / PID 189750-0000
1860 N Ponce de Leon Boulevard / PID 189670-0000
7 W San Carlos Avenue / PID 189640-0000
1700 N Ponce de Leon Boulevard / PID 189790-0000
25 Missouri Avenue / PID 189780-0000

REQUEST To amend the current land use of Commercial
Medium Intensity to Residential Medium Density-
Mixed Use and to rezone the property from
Commercial Medium-Two (CM-2) to Residential
and General Office-A (RGO-A) including all of the
referenced properties.

CURRENT LAND USE Commercial Medium Intensity

CURRENT ZONING Commercial Medium-Two (CM-2)

PROPOSED LAND USE Residential Medium Density-Mixed Use

PROPOSED ZONING Residential General Office-A (RGO-A)

1
1800 N Ponce de Leon Boulevard / PID 189750-0000
1860 N Ponce de Leon Boulevard / PID 189670-0000
7 W San Carlos Avenue / PID 189640-0000
1700 N Ponce de Leon Boulevard / PID 189790-0000
25 Missouri Avenue / PID 189780-0000
Staff Report & Recommendation

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 contained within the boundaries of US Highway 1 on the west, Matanzas Avenue on the south, property fronting Missouri Avenue, and W San Carlos Avenue on the north is Commercial Medium Intensity which is compatible with the zoning designation of Commercial Medium-Two (CM-2).

The applicant is requesting to change the land use designation to Residential Medium Density-Mixed Use to allow for the development of these properties as a branded hotel(s) which has certain floor height requirements.

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

FLUE Policy 6.5.2

Commercial Medium Intensity

This district is intended to apply where adequate traffic circulation capacity is available to provide medium intensity automotive oriented commercial and service uses and related facilities, and to

2
1800 N Ponce de Leon Boulevard / PID 189750-0000
1860 N Ponce de Leon Boulevard / PID 189670-0000
7 W San Carlos Avenue / PID 189640-0000
1700 N Ponce de Leon Boulevard / PID 189790-0000
25 Missouri Avenue / PID 189780-0000
Staff Report & Recommendation

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

area 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.

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

FLUE Policy 6.4.6

Residential Medium Density Mixed Use

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

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

To encourage mixed use developments:

- Residential uses shall occupy a minimum of 40% and a maximum of 75% of the development area, unless otherwise approved by the PZB.
- Commercial uses shall occupy a minimum of 35% and a maximum of 50% of the development area, unless otherwise approved by the PZB.

3
1800 N Ponce de Leon Boulevard / PID 189750-0000
1860 N Ponce de Leon Boulevard / PID 189670-0000
7 W San Carlos Avenue / PID 189640-0000
1700 N Ponce de Leon Boulevard / PID 189790-0000
25 Missouri Avenue / PID 189780-0000
Staff Report & Recommendation

Rezoning

The current Zoning designation for the properties at 1800, 1860, 1700 N Ponce de Leon Boulevard, 7 W San Carlos Avenue, and 25 Missouri Avenue is Commercial Medium-Two (CM-2). The current uses of the properties that are not vacant are retail sales of automobiles, alternative off-road vehicles and repair, office use and the sale of building materials.

The request is a reduction in intensity for the sites compared to the existing commercial zoning district, however the proposed zoning district of RGO-A does allow five (5) more feet of height.

This rezoning and land use amendment request if recommended would allow for forty (40) feet of height within the RGO-A zoning district which is an increase from the thirty-five (35) foot height limit allowed in the CM-2 zoning district.

The increase in height allowed for buildings with this change also comes with a decrease in the list of permitted uses and level of intensity going from CM-2 to RGO-A. The most notable uses that would no longer be allowed after a rezoning would be drive-in restaurants, new or used car sales lots, and retail sales of heavy machinery and equipment, for example.

Below are the permitted uses for each zoning district for reference. The intended use of the property as stated by the applicant is for hotel development which would be compatible with surrounding uses and within reasonable proximity to the downtown.

Since the applicant is requesting to change the land use designation to Residential Medium Density Mixed Use a compatible zoning district needs to be in place. The Residential General Office-A (RGO-A) zoning district is compatible and limits the height allowed to 40 feet.

The specific zoning district regulations are included below:

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

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

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

- a. Retail outlets for the sale of general merchandise excluding new or used automobiles, trucks, boats and tractors (but not automobile wrecking or storage yards, junkyards, or scrap processing yards), heavy machinery and equipment, dairy supplies, feed, fertilizer, plant nursery, lumber and building supplies, supermarkets and convenience stores and similar products.

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1800 N Ponce de Leon Boulevard / PID 189750-0000
1860 N Ponce de Leon Boulevard / PID 189670-0000
7 W San Carlos Avenue / PID 189640-0000
1700 N Ponce de Leon Boulevard / PID 189790-0000
25 Missouri Avenue / PID 189780-0000
Staff Report & Recommendation

CITY OF ST. AUGUSTINE
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- 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, upholstering, furniture refinishing and similar establishments.
- c. Establishments or facilities for the retail sale and service of all alcoholic beverages, either for on-premises or off-premises consumption, or both.
- d. Any type of wholesale, jobber or distributorship business where the total operation does not require more than four thousand (4,000) square feet of floor space; no vehicle is used in excess of one-and-one-half-ton capacity; all merchandise is stored within an enclosed building; and no heavy machinery or manufacturing is located on the premises.
- e. Hotels and motels with or without kitchenettes.
- f. Building trades contractor not requiring outside storage; nor the use of any vehicle in excess of one-ton capacity; nor any machinery, ditching machines, tractors, bulldozers or other heavy construction equipment.
- g. Multifamily dwellings as for RG-1.
- h. Colleges.
- i. Shopping plaza or shopping center.
- j. Intermediate care facilities.
- k. Home office, private.
- l. Agricultural market, outdoor or indoor.
- m. Special event venue as per section 28-347(8).
- n. Craft alcohol industry. See also section 28-209(1)d. for limitations on any type of wholesale, jobber or distributorship business.

(2) *Permitted accessory uses.* See section 28-348.

(3) *Permissible uses by exception:*

- a. As provided in section 28-347.
- b. Wholesale, warehouse, or storage use, to include miniwarehouses, and self-storage facilities.
- c. Building trades contractor with outside storage yard and heavy construction equipment.
- d. Boatyard.
- e. Light manufacturing, processing (including food processing but not slaughterhouse), packaging or fabricating and candy manufacturing.
- f. Bulk storage yards, including bulk storage of flammable liquids.
- g. Open air theaters, but not drive-in theaters.

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1800 N Ponce de Leon Boulevard / PID 189750-0000
1860 N Ponce de Leon Boulevard / PID 189670-0000
7 W San Carlos Avenue / PID 189640-0000
1700 N Ponce de Leon Boulevard / PID 189790-0000
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- 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.
- (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.

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

(Code 1964, § 33-45; Ord. No. 93-03, § 1, 2-22-93; Ord. No. 00-04, § 1, 4-10-00; Ord. No. 03-17, § 5, 6-23-03; Ord. No. 06-34, § 1, 11-13-06; Ord. No. 2007-10, § 1, 7-9-07; Ord. No. 09-16, § 1, 5-11-09; Ord. 10-12, § 1, 4-12-10; Ord. No. 10-23, § 1, 8-9-10; Ord. No. 14-27, § 1, 12-8-14; Ord. No. 15-02, § 1, 12-14-15; Ord. No. 16-02, § 1, 1-25-16; Ord. No. 18-09, § 4, 6-25-18; Ord. No. 20-03, § 3, 2-10-20; Ord. No. 21-17, § 1, 10-11-21)

CM-1 uses are also allowed in the CM-2 Zoning District see below:

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 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.

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1800 N Ponce de Leon Boulevard / PID 189750-0000
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- 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 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\(3\)](#).

(Code 1964, § 33-44; Ord. No. 99-11, § 3, 3-22-99; Ord. No. 06-34, § 1, 11-13-06; Ord. No. 15-02, § 1, 12-14-15; Ord. No. 16-02, § 1, 1-25-16; Ord. No. 20-03, § 3, 2-10-20; Ord. No. 21-17, § 2, 10-11-21)

The proposed zoning district of RGO-A is outlined below:

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1800 N Ponce de Leon Boulevard / PID 189750-0000
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1700 N Ponce de Leon Boulevard / PID 189790-0000
25 Missouri Avenue / PID 189780-0000
Staff Report & Recommendation

Sec. 28-167. - Residential and general office-A: RGO-A.

- a. *Intent.* This district is intended to apply to those neighborhoods designated for mixed residential and commercial uses so as to create a medium intensity residential and low intensity commercial mix of uses.
 - (1) *Permitted uses and structures.*
 - a. Multiple-family dwellings.
 - b. Professional and business offices.
 - c. Restaurants, but not drive-in.
 - d. Retail sales such as specialty food stores and drugs (but not supermarkets), clothing and toy and hobby shops, pet shops (but not kennel or veterinarian), bookstore and newsstand, stationery and card shops, leather goods and luggage, jewelry (including repair but not pawn shops), art and photographic supplies, TV and stereo equipment (including incidental repairs), florist or gift shop, bake shop (but not wholesale bakery), sporting goods, sundries and notions, business office supplies, musical instruments, records and tapes, retail sale of alcohol and similar products, with no exterior display or storage of merchandise permitted.
 - e. Marina.
 - f. Museums.
 - g. Parking facilities and garages.
 - h. Bar/tavern.
 - i. Home office, private.
 - j. Hotels, motels, conference centers, convention centers and spas.
 - k. Craft alcohol industry.
 - (2) *Permitted accessory uses and structures.* See section 28-348.
 - (3) *Permissible uses by exception.*
 - a. See section[s] 28-347(1) and (2), special event venue as per section 28-347(8) only allowed as an accessory use to a principal use.
 - b. Light manufacturing, processing, packaging and fabricating.
 - c. Single-family dwellings, with minimum yard requirements as defined for zoning district RS-2 and a maximum height of thirty-five (35) feet.
 - (4) *Minimum lot requirements.* As per planning and zoning board site plan review.
 - (5) *Maximum lot coverage by all buildings and structures.* Fifty (50) percent.
 - (6) *Minimum yard requirements.*
 - a. Front, fifteen (15) feet.
 - b. Side, ten (10) feet.
 - c. Rear, ten (10) feet.
 - (7) *Maximum height of structures.* Forty (40) feet.

(Ord. No. 99-15, § 1, 5-24-99; Ord. No. 03-10, § 2, 4-14-03; Ord. No. 15-02, § 1, 12-14-15; Ord. No. 21-17, § 1, 10-11-21)

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 properties at 1800, 1860, 1700 N Ponce de Leon Boulevard, 7 W San Carlos Avenue, and 25 Missouri Avenue are approximately a 2.19 acre collection of property owned by Vista Hotel IV, Inc. with plans to eventually construct two (2) new hotels.

One property including 1800, 1860 N Ponce de Leon Boulevard and 7 W San Carlos is a total of 1.48 acres to be a future hotel site. And 1700 N Ponce de Leon Boulevard and 25 Missouri Avenue is the second site totaling 0.71 acres to be a future hotel site.

However, the PZB is charged with making a recommendation based on the whether the proposed request furthers the goals, objectives and policies laid out in the City of St. Augustine 2040 Comprehensive Plan, and the overall potential impact on the City's land use plan.

As stated in the code reference in the staff report and below:

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 *(Staff comments in italics)*:

- (1) The need and justification for the change.

The applicant states in the Justification for the Action Requested section of the PZB application that the height would be limited to 38 feet and the proposal would reduce the intensity of the allowed uses by changing the applicable land use and zoning designations.

A land use and zoning request can not place specific caveats on properties unless a site-specific limitation is part of the land use change recommendation.

If a recommendation to change the land use and zoning designations on property is made without a site specific limitation the description of the land use as adopted in the Comprehensive Plan and the permitted uses, permitted uses by exception and any other development limitations in the zoning district would apply to the property.

- (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.

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

In the case of this request the Residential Medium Density-Mixed Use land use is a mixed-use designation, with certain ratios of commercial to residential uses and maximum development limitations. The Future Land Use Policy 6.2.3 contains a Table 1 outlining the basic limitations in each category. This category allows 16 units per acre with 50% land area maximum of industrial low and commercial uses (See Table 1), and a maximum height of 50 feet.

The existing Commercial Medium Intensity category allows for 16 units per acre with 50% of a maximum land area of residential uses, lot coverage of 70% and a maximum height of 35 feet (See Table 1).

In the descriptions there are also mixed-use ratios in both categories. The Comprehensive Plan states specifically that these ratios can be applied within buildings, properties, or citywide.

FLUE Policy 6.2.3

The adopted FLUM contains and identifies appropriate locations for the following land use categories which are established to encourage preservation, mobility and livability, to provide for the protection of natural, historic and cultural resources and to balance quality of life and economic development:

Table 1: Proposed Future Land Use Categories in the Comprehensive Plan 2040

Future Land Use Categories	
Historic Preservation	
Historic Preservation	24 units per acre
Residential Land Uses	
Low Density	8 units per acre, public/institutional Density/intensity most restrictive adjacent
Medium Density	16 units per acre, public/institutional Density/intensity most restrictive adjacent
Mixed Use	
Low Density	8 units per acre/50% land area max commercial low/public/institutional/recreation
Medium Density	16 units per acre/50% land area max industrial low/commercial low/public/institutional/recreation
Commercial Land Uses	
Commercial Low Intensity	16 units per acre/50% land area max residential use; lot coverage 60% max with 35 foot height

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

Commercial Medium Intensity	16 units per acre/50% land area max residential use; lot coverage 70% max with 35 foot height
Industrial Land Uses	
Industrial	2 units per acre: 80% lot coverage max with 35 foot height
Marine Industrial	2 units per acre: 80% lot coverage max with 35 foot height; 50% lot coverage max with 50 foot height and PUD
Open Land Land Uses	
Open Land (Very Low Density)	2 units per acre; lot coverage 20% max with 35 foot height
Open Land (Conservation)	Not Developable
Recreation	Density/intensity most restrictive adjacent
Public Land Use	
Public	Density/intensity most restrictive adjacent
Institutional	Density/intensity most restrictive adjacent
Multimodal Land Use	
Mobility Oriented Development	50 units per acre; lot coverage 80% with 65 foot height

(3). Consistency with the comprehensive plan

This request is consistent with the Comprehensive Plan and includes a compatible request for a rezoning that would reduce the intensity of potential uses with a marginal height increase from 35 feet to 40 feet.

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

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1800 N Ponce de Leon Boulevard / PID 189750-0000
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25 Missouri Avenue / PID 189780-0000
Staff Report & Recommendation



CITY OF ST AUGUSTINE
APPLICATION TO PLANNING AND ZONING BOARD

RECEIVED

NOV 07 2022

Planning/Building Dept.

Application Fee: \$400 (plus advertising costs) Project Number: 2022-0084
Receipt Number: 2499567 Meeting Date: 12/6/22
Advertising Costs: \$ _____ Paid On: _____ Receipt Number: _____

1. NAME OF APPLICANT: James G. Whitehouse, Esq. Contact Number: 904-495-0400
Business (if applicable): St. Johns Law Group
Address: 104 Sea Grove Main Street City: St. Augustine State: FL Zip: 32080
E-Mail Address: jameswhitehouse@sjlawgroup.com

2. NAME OF PROPERTY OWNER: Vista Hotel IV, Inc Contact Number: _____
Business (if applicable): _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____

3. LEGAL DESCRIPTION OF PROJECT PROPERTY:
Lot: _____ Block: _____
Subdivision: _____ Parcel Number: 1897500000; 1896700000; 1896400000
1897900000; 1897800000

4. PROJECT STREET ADDRESS: 1800 & 1860 & 1700 N. Ponce de Leon Blvd. (US-1) - including 7 San Carlos - 25 Missouri

5. SPECIFIC PROPOSED USE: Hotel Use

6. ACTION REQUESTED:
☐ Conservation Zone Development ☐ Appeal of Staff Determination
☐ Exception ☒ Land Use Plan Amendment
☐ Variance ☒ Rezoning
☐ Other: _____

7. DESCRIPTION OF ACTION REQUESTED: SEE ATTACHED -
Request to update the land use and zoning to allow for hotel use, as is currently allowed in the commercial land use and zoning,
but to a Mixed Use land use and RGO-A zoning that will allow additional 2 and one half feet, as required for floor ceiling heights.
Small Scale Comp Plan Amdmt - Commercial Medium to Res-Mixed Use
Rezoning - CM2 to RGO-A with conditions

8. JUSTIFICATION FOR ACTION REQUESTED: SEE ATTACHED -
Both the amended Mixed Use land use and RGO-A zoning will be conditioned with the
caveat that the maximum height allowed will be 38 feet. Both the requested land
use and zoning are compatible with the area and already allow the identical requested
uses in the current commercial land use and zoning; additionally, this request actually
decreases the intensity of uses by eliminating the high intensive uses of CM-2,
including automobile service stations, repair shops, drive-in restaurants, etc.

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: _____

(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

11/4/2022

Date

Signature of Property Owner

Date

OWNER'S AUTHORIZATION ATTACHED

04/18/2019



Owner's Authorization For Agent

I, John B. Whitehouse LLC, is/are hereby authorized TO ACT ON BEHALF
OF St. Hotel V, Inc. / Kanti Patel, 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:

1800/1960/1700 N. Boardwalk (USG) & surrounding properties

BY: _____
Signature of Owner

Kanti Patel

Print Name of Owner

Telephone Number

State of Florida

County of St. Johns

Signed and sworn before me on this 30 day of November, 2022

By Kanti Patel

Identification verified:

Oath sworn: ☒ Yes ☐ No

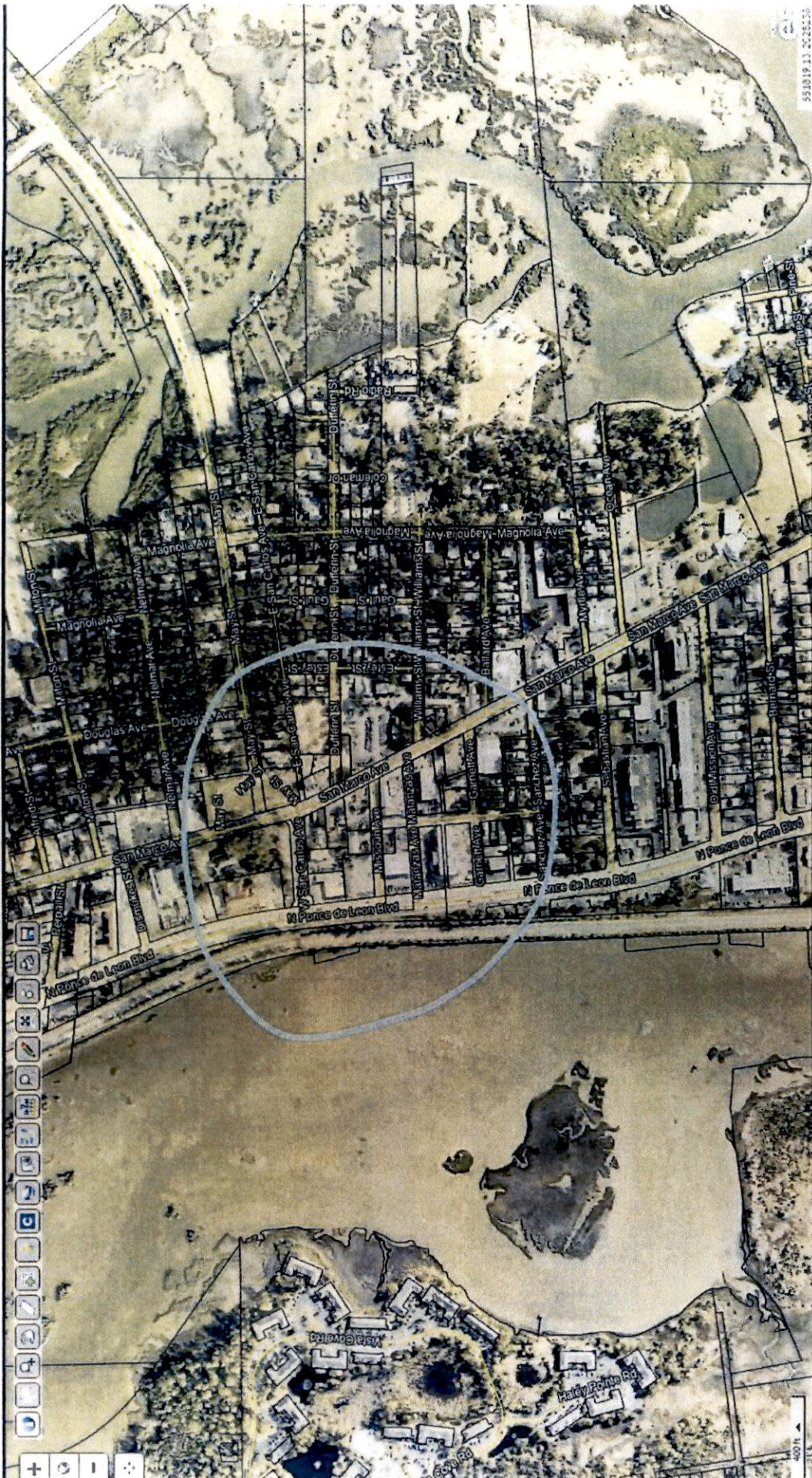
Notary Signature: HB

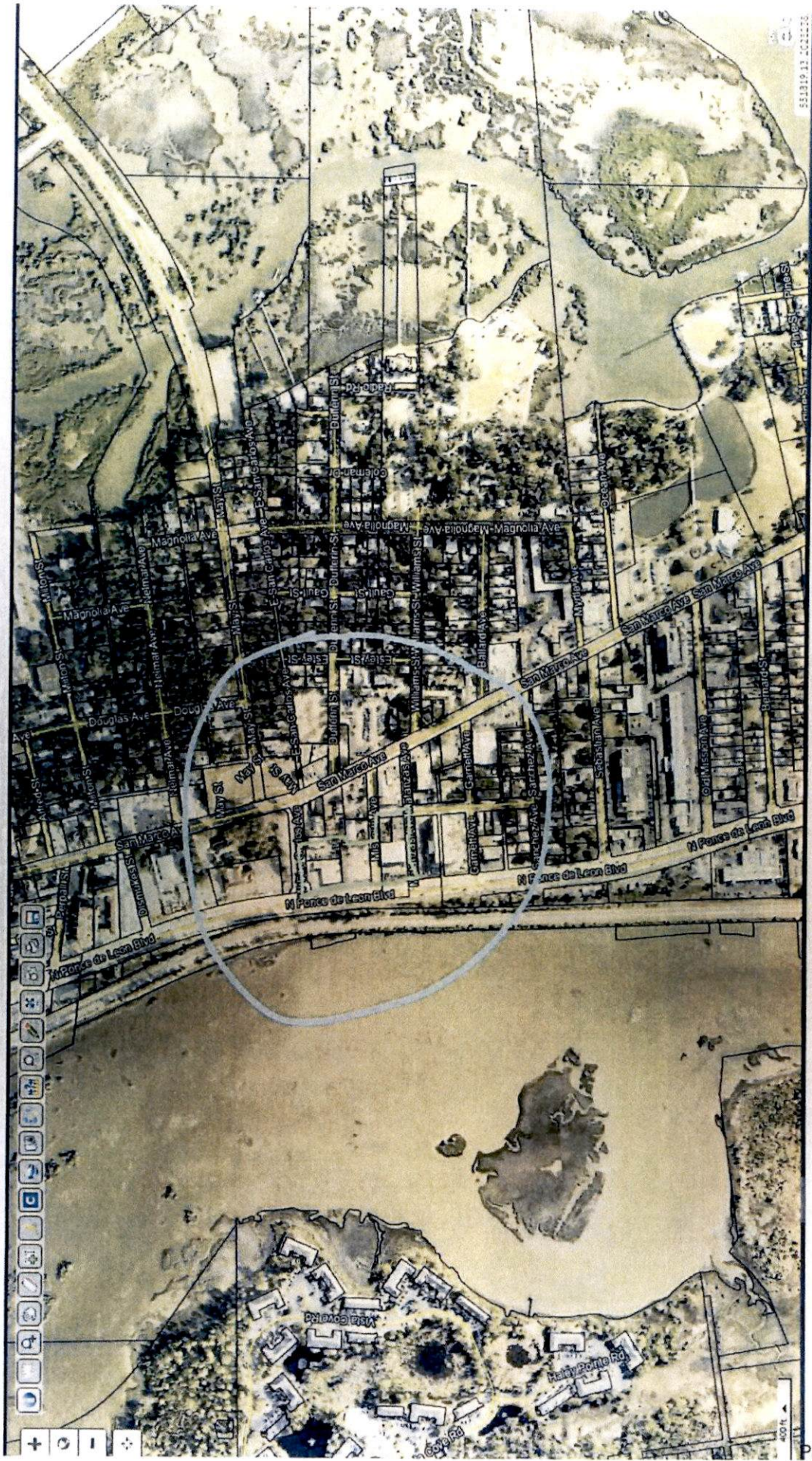
My Commission expires: Mar 30, 2026

Rev:022117



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





\$700

RECEIVED

PZB APPLICATION FEE SCHEDULE

NOV 07 2022

Planning/Building Dept.

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

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

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

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

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

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

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

1800/1860/1700 US-1 North

Project Address: _____

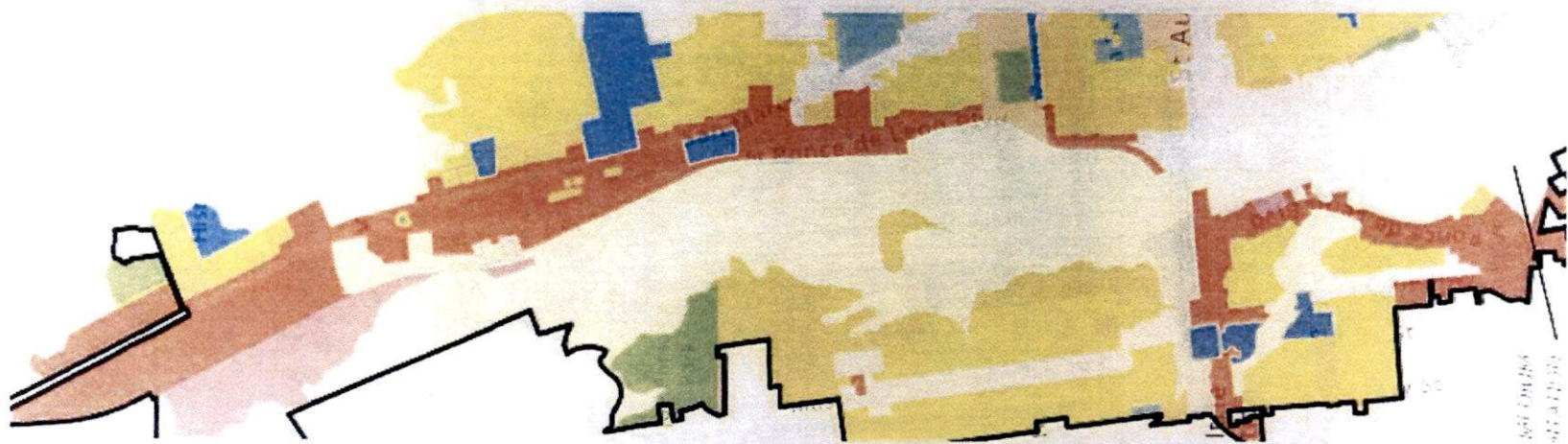
James G. Whitehouse, Esq.

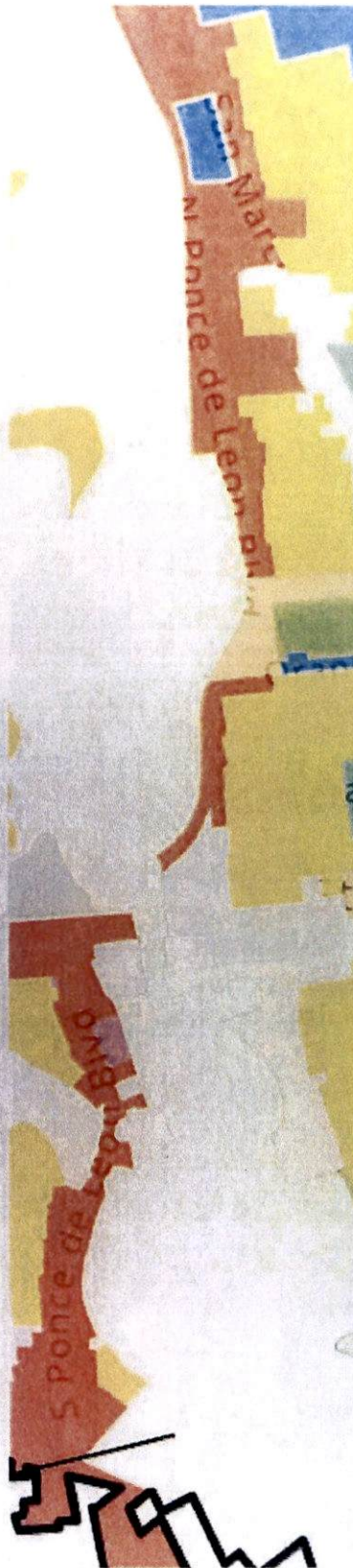
Applicant's Name: _____ Applicant's Signature: _____

Vista Hotel IV, Inc.

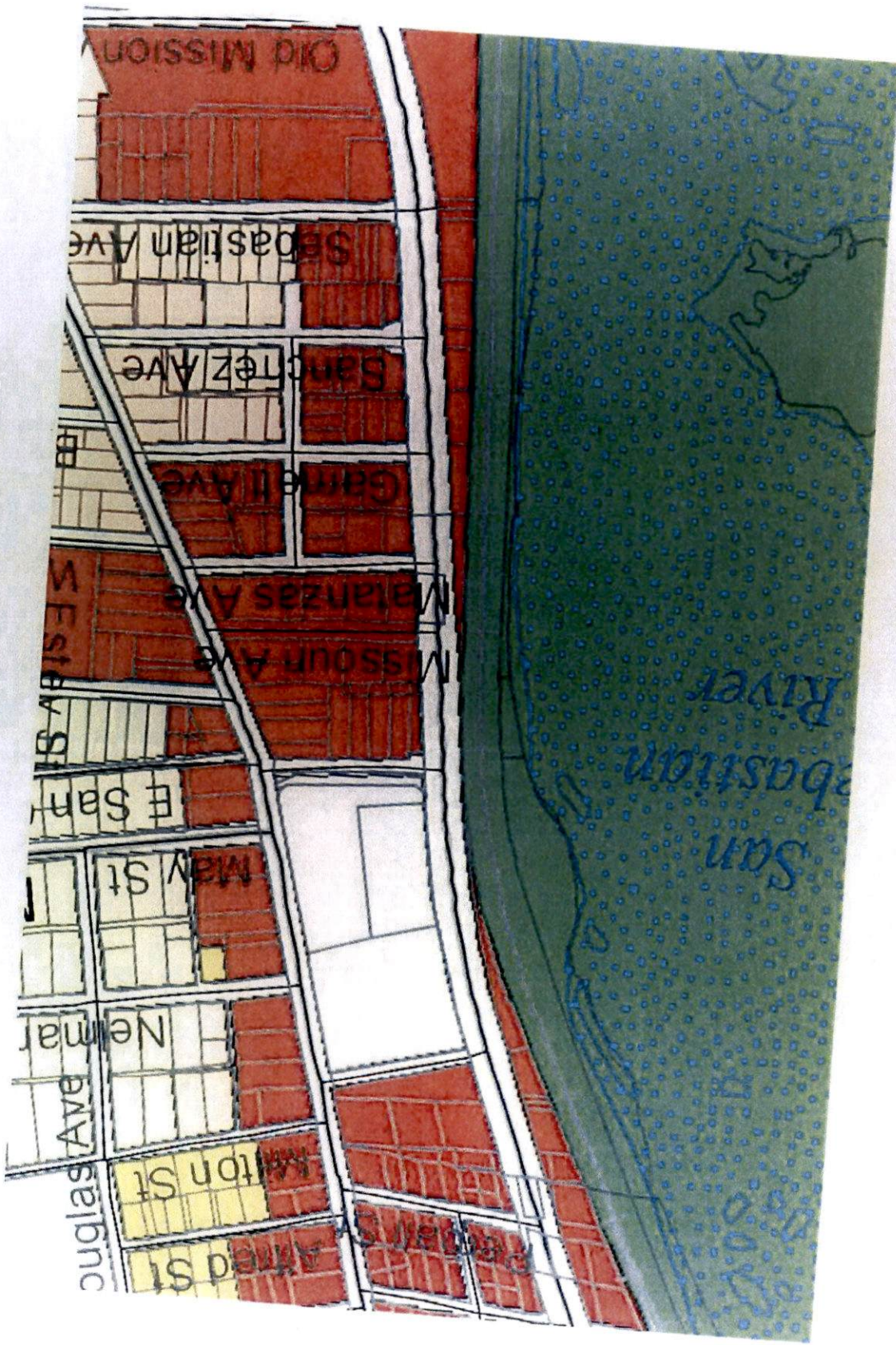
Owners Authorization Attached

Owner's Name: _____ Owner's Signature: _____









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.

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 6.4.6

Residential Medium Density Mixed Use

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

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

To encourage mixed use developments:

- Residential uses shall occupy a minimum of 40% and a maximum of 75% of the development area, unless otherwise approved by the PZB.
- Commercial uses shall occupy a minimum of 35% and a maximum of 50% of the development area, unless otherwise approved by the PZB.

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.
- 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.
- (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

(Code 1964, § 33-45; Ord. No. 93-03, § 1, 2-22-93; Ord. No. 00-04, § 1, 4-10-00; Ord. No. 03-17, § 5, 6-23-03; Ord. No. 06-34, § 1, 11-13-06; Ord. No. 2007-10, § 1, 7-9-07; Ord. No. 09-16, § 1, 5-11-09; Ord. 10-12, § 1, 4-12-10; Ord. No. 10-23, § 1, 8-9-10; Ord. No. 14-27, § 1, 12-8-14; Ord. No. 15-02, § 1, 12-14-15; Ord. No. 16-02, § 1, 1-25-16; Ord. No. 18-09, § 4, 6-25-18; Ord. No. 20-03, § 3, 2-10-20; Ord. No. 21-17, § 1, 10-11-21)

Sec. 28-165. - Residential and general office: RGO.

Intent. This district is intended to apply to those neighborhoods designated for mixed residential and commercial uses so as to create a medium intensity residential and low intensity commercial mix of uses.

(1) *Permitted uses and structures:*

- a. Multiple-family dwellings.
- b. Professional and business offices.
- c. Restaurants, but not drive-in.
- d. Retail sales such as specialty food stores and drugs (but not supermarkets), clothing and toy and hobby shops, pet shops (but not kennel or veterinarian), bookstore and newsstand, stationery and card shops, leather goods and luggage, jewelry (including repair but not pawn shops), art and photographic supplies, TV and stereo equipment (including incidental repairs), florist or gift shop, bake shop (but not wholesale bakery), sporting goods, sundries and notions, business office supplies, musical instruments, records and tapes, retail sale of alcohol and similar products, with no exterior display or storage of merchandise permitted.
- e. Marina.
- f. Museums.
- g. Parking facilities and garages.
- h. Bar/tavern.
- i. Home office, private.
- j. Hotels, motels, conference centers, convention centers and spas.
- k. Craft alcohol industry.

(2) *Permitted accessory uses and structures.* See section 28-348.

(3) *Permissible 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 use to a principal use.
- b. Light manufacturing, processing, packaging and fabricating.
- c. Housing for the cognitively impaired.
- d. Housing for the elderly.
- e. Single-family dwellings, with minimum yard requirements as defined for zoning district RS-2 and a maximum height of thirty-five (35) feet.
- f. Retirement housing, which shall be defined as any building or buildings, section or distinct part of a building, private home, boarding house, home for the aged, or other residential

facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one (1) or more personal services for a period exceeding twenty-four (24) hours to one (1) or more adults who are not relatives of the owner or administrator. Retirement housing: may provide non-invasive services such as assistance with: (i) medication management including: with medication administration (topical, oral, and by injection (although only a licensed nurse may administer any such injection)) and ordering medications from a pharmacy; (ii) arranging for the provision of independent medical services (both off the property and as "home health care" on the property); (iii) diabetes testing; (iv) diet control and administration; and (v) wellness services, which include quarterly health assessments, weight monitoring, blood pressure checks, contracting with medical professionals, and coordinating any special services required by the resident (such as acquisition of medical equipment and supplies). The term "retirement housing" does not include the provision of medical, nursing, dental, or mental health services. The term "retirement housing" also does not include nursing homes.

- g. Commercial recreational and entertainment facilities including outdoor sports or activities such as tennis, paddle tennis, handball, racquetball, shuffleboard, miniature golf, archery range and horseshoe games but not shooting gallery, skating rinks, pony rides or go-cart tracks.

(4) *Minimum lot requirements.* As per planning and zoning board site plan review.

(5) *Maximum lot coverage by all buildings and structures.* Fifty (50) percent.

(6) *Minimum yard requirements:*

- a. Front, fifteen (15) feet.
- b. Side, ten (10) feet.
- c. Rear, ten (10) feet.

(7) *Maximum height of structures.* Fifty (50) feet.

(Code 1964, § 33-26; Ord. No. 95-16, § 1, 5-8-95; Ord. No. 99-11, § 2, 3-22-99; Ord. No. 03-10, § 1, 4-14-03; Ord. No. 04-20, § 1, 1-10-05; Ord. No. 12-01, § 1, 3-16-12; Ord. No. 15-02, § 1, 12-14-15; Ord. No. 21-17, § 1, 10-11-21)

Sec. 28-167. - Residential and general office-A: RGO-A.

- (a) *Intent.* This district is intended to apply to those neighborhoods designated for mixed residential and commercial uses so as to create a medium intensity residential and low intensity commercial mix of uses.

(1) *Permitted uses and structures.*

- a. Multiple-family dwellings.
- b. Professional and business offices.
- c. Restaurants, but not drive-in.
- d. Retail sales such as specialty food stores and drugs (but not supermarkets), clothing and toy and hobby shops, pet shops (but not kennel or veterinarian), bookstore and newsstand, stationery and card shops, leather goods and luggage, jewelry (including repair but not pawn shops), art and photographic supplies, TV and stereo equipment (including incidental repairs), florist or gift shop, bake shop (but not wholesale bakery), sporting goods, sundries and notions, business office supplies, musical instruments, records and tapes, retail sale of alcohol and similar products, with no exterior display or storage of merchandise permitted.
- e. Marina.
- f. Museums.
- g. Parking facilities and garages.
- h. Bar/tavern.
- i. Home office, private.
- j. Hotels, motels, conference centers, convention centers and spas.
- k. Craft alcohol industry.

(2) *Permitted accessory uses and structures.* See section 28-348.

(3) *Permissible uses by exception.*

- a. See section[s] 28-347(1) and (2), special event venue as per section 28-347(8) only allowed as an accessory use to a principal use.
- b. Light manufacturing, processing, packaging and fabricating.
- c. Single-family dwellings, with minimum yard requirements as defined for zoning district RS-2 and a maximum height of thirty-five (35) feet.

(4) *Minimum lot requirements.* As per planning and zoning board site plan review.

(5) *Maximum lot coverage by all buildings and structures.* Fifty (50) percent.

(6) *Minimum yard requirements.*

- a. Front, fifteen (15) feet.

b. Side, ten (10) feet.

c. Rear, ten (10) feet.

(7) *Maximum height of structures.* Forty (40) feet.

(Ord. No. 99-15, § 1, 5-24-99; Ord. No. 03-10, § 2, 4-14-03; Ord. No. 15-02, § 1, 12-14-15; Ord. No. 21-17, § 1, 10-11-21)

Prepared by and return to:
Garry M. Glickman, Esquire
Glickman, Witters and Marell, P.A.
1601 Forum Place Ste. 1101
West Palm Beach, Florida 33401

Property Control Number: 189670-0000

WARRANTY DEED

THIS WARRANTY DEED made this 11 day of July, 2018.

1860 N. PONCE DE LEON, LLC, a Florida Limited Liability Company

whose address is: 277 Royal Poinciana Way, Suite 156, Palm Beach, FL 33480

hereafter called the Grantor, to

VISTA HOTEL IV, INC., a Florida corporation

whose address is: 32 Avenida Menendez, St. Augustine, FL 32084

hereafter called the Grantee,

(Wherever used herein the terms "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 corporation).

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in St. Johns County, Florida; to wit:

A PARCEL OF LAND BEING A PORTION OF LOTS 7, 8 AND 9 OF SANCHEZ TRACT, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, AS SHOWN ON OFFICIAL MAP OF CITY OF ST. AUGUSTINE DATED JANUARY 1, 1905, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. 5 (PROJECT SECTION NO. 7801-203) 162.00 FEET SOUTHERLY AS MEASURED ALONG SAID RIGHT OF WAY LINE FROM THE SOUTH LINE OF HOPKINS (SAN CARLOS) STREET; THENCE NORTH 6 DEGREES 50 MINUTES WEST ALONG SAID RIGHT OF WAY LINE 144.97 FEET; THENCE NORTH 86 DEGREES 30 MINUTES 30 SECONDS EAST 13.00 FEET; THENCE NORTH 73 DEGREES 37 MINUTES 30 SECONDS EAST 27.00 FEET; THENCE NORTH 3 DEGREES 29 MINUTES 30 SECONDS WEST 11.00 FEET TO A POINT ON THE SOUTH LINE OF HOPKINS STREET; THENCE NORTH 86 DEGREES 30

MINUTES 30 SECONDS EAST 93.26 FEET ALONG THE SOUTH LINE OF HOPKINS STREET TO THE NORTHEAST CORNER OF LOT 7 OF SANCHEZ TRACT; THENCE SOUTH 4 DEGREES 34 MINUTES EAST 161.70 FEET ALONG THE EAST LINE OF SAID LOT 7; THENCE SOUTH 86 DEGREES 30 MINUTES 30 SECONDS WEST 127.15 FEET TO THE POINT OF BEGINNING.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

Subject to conditions, reservations, restrictions and easements of record, provided that this instrument shall not re-impose same.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey the 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, 2017.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

1860 N. PONCE DE LEON, LLC, a Florida
Limited Liability Company

By:

JAMIE MICKLE, as Manager

WITNESS - SIGNATURE

PRINT: Tobi Mickle

Teresa Cicchella
WITNESS - SIGNATURE

PRINT: Teresa Cicchella

STATE OF FLORIDA
COUNTY OF SARASOTA

THE FOREGOING INSTRUMENT was acknowledged before me this 9th day of July, 2018 by JAMIE MICKLE, as Manager of 1860 N. PONCE DE LEON, LLC, a Florida Limited Liability Company who is ☒ personally known to me or who has ☐ produced _____ as identification and who did/did not take an oath.

NOTARY:

SIGNATURE: Margaret A. Adorjan

PRINT: MARGARET A. ADORJAN

MY COMMISSION EXPIRES:



MARGARETA ADORJAN
Commission # GG 164821
Expires April 1, 2022
Bonded Thru Budget Notary Services

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

**1860 N. PONCE DE LEON, LLC, a Florida
Limited Liability Company**

WITNESS - SIGNATURE

By: Lee W. Heaton
LEE W. HEATON, as Manager

PRINT: GARRY M. GILKMAN

WITNESS - SIGNATURE

PRINT: Suzette L. Novae

STATE OF FLORIDA

COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT was acknowledged before me this 10 day of July, 2018 by LEE W. HEATON, as Manager of 1860 N. PONCE DE LEON, LLC, a Florida Limited Liability Company who is ☒ personally known to me or who has ☐ produced _____ as identification and who did/did not take an oath.

NOTARY:

SIGNATURE

PRINT:

MY COMMISSION EXPIRES:



THIS INSTRUMENT PREPARED BY:

Linda Logan Bryan, Esquire
Miller, Shine & Bryan, P.L.
97 Orange Street
St. Augustine, Florida 32084

**TITLE TO PROPERTY NOT
EXAMINED OR APPROVED -
LAW OFFICES OF MILLER,
SHINE & BRYAN, P.L.**

SPECIAL WARRANTY DEED

THIS INDENTURE made this 19th day of May, 2015 by **PONCE HOTEL, INC.**, a Florida corporation, whose address is 32 Avenida Menendez, St. Augustine, FL 32084, Grantor, and **VISTA HOTEL IV, INC.**, a Florida corporation whose address is 32 Avenida Menendez, St. Augustine, FL 32084, Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise and release unto the Grantee, all the right, title, interest, claim, and demand which the Grantor has in and to the following-described lot, piece or parcel of land, situate, lying and being in the County of St. Johns, Florida, to-wit:

Legal Description:	See Attached Exhibit "A";
Parcel Account No.:	189640 0000
Street Address:	7 San Carlos Avenue, St. Augustine, FL 32084;

SUBJECT TO COVENANTS, RESTRICTIONS, EASEMENTS and RESERVATIONS of record, if any; however, this reference does not operate to reimpose same; **SUBJECT TO Zoning Ordinances** that may affect subject property; **SUBJECT TO Taxes** for the year 2015 and Subsequent Years

AND the Grantor does hereby covenant with the Grantee that, except as above noted, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under it, but against none other.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered
in the presence of:

PONCE HOTEL, INC.

Mary E Horn
Print Name: MARY E Horn

Mary Beth Peters
Print Name: Mary Beth Peters

Vikesh Patel
By: Vikesh Patel
Its: President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 19th day of May, 2015,
by Vikesh Patel, President of Ponce Hotel, Inc. who is personally known to me.



Mary Beth Peters
Mary Beth Peters
Notary Public, State of Florida
My Commission Expires: 1/18/19

EXHIBIT "A"

PARCEL 2:

BEING A PORTION OF LOTS 5 AND 6, OF THE SANCHEZ TRACT, ACCORDING TO PLAT OF THE CITY OF ST. AUGUSTINE, FLORIDA, DATED JANUARY 1, 1903 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF MISSOURI AVENUE AND THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY #1 AS PRESENTLY ESTABLISHED; THENCE NORTH 08°48'41" WEST, A DISTANCE OF 133.05' TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #1 AS PRESENTLY ESTABLISHED; THENCE NORTH 88°35'02" EAST, A DISTANCE OF 127.22' TO THE POINT OF BEGINNING; THENCE NORTH 04°31'25" WEST, A DISTANCE OF 181.70' TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAN CARLOS AVENUE; THENCE NORTH 88°18'33" EAST ALONG SAID RIGHT-OF-WAY OF SAN CARLOS AVENUE, A DISTANCE OF 100.00' TO THE NORTHWESTERLY CORNER OF LOT 4, OF THE SANCHEZ TRACT, CITY OF ST. AUGUSTINE; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY OF SAN CARLOS AVENUE SOUTH 04°35'32" EAST, A DISTANCE OF 183.80' TO THE SOUTHWESTERLY CORNER OF LOT 1 OF THE SANCHEZ TRACT, CITY OF ST. AUGUSTINE; THENCE SOUTH 88°08'28" WEST, A DISTANCE OF 32.25'; THENCE NORTH 04°13'08" WEST, A DISTANCE OF 21.70'; THENCE SOUTH 88°55'02" WEST, A DISTANCE OF 87.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.384 ACRES MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR INGRESS/EGRESS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF MISSOURI AVENUE AND THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY #1 AS PRESENTLY ESTABLISHED; THENCE NORTH 08°48'41" WEST, A DISTANCE OF 133.05' TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #1 AS PRESENTLY ESTABLISHED; THENCE NORTH 88°35'02" EAST, A DISTANCE OF 180.82' TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE NORTH 88°35'02" EAST, A DISTANCE OF 15.00'; THENCE SOUTH 04°13'08" EAST, A DISTANCE OF 132.75' TO THE NORTHERLY RIGHT-OF-WAY LINE OF MISSOURI AVENUE; THENCE SOUTH 85°08'30" WEST ALONG SAID RIGHT-OF-WAY OF MISSOURI AVENUE, A DISTANCE OF 15.00'; THENCE LEAVING SAID RIGHT-OF-WAY OF MISSOURI AVENUE NORTH 04°13'08" WEST, A DISTANCE OF 132.10' TO THE POINT OF BEGINNING.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: January 11, 2023

RE: **Ordinance 2023-03 – Amending the Zoning of 1700 North Ponce de Leon Boulevard and 25 Missouri Avenue from Commercial Medium-Two (CM-2) to Residential General Office-A (RGO-A) – Second Reading and Public Hearing**

The property at 1700 North Ponce de Leon Boulevard and 25 Missouri Avenue is a 0.71-acre parcel that is on Ponce de Leon Boulevard between Matanzas and Missouri Avenues. The property is surrounded by commercial property on three sides with the San Sebastian Riverine environment to the west across US 1 (Ponce de Leon Boulevard). This property is owned by Vista Hotel IV, Inc.

The city's Future Land Use Map (FLUM) designates Commercial Medium Intensity as the land use category for these properties. The owner has also requested to change the land use to the consistent category of Residential Medium Density Mixed Use. The application is to rezone the property to Residential General Office-A (RGO-A), which is consistent with the proposed land use category. The owner is proposing a hotel for the property.

On December 6, 2022, the Planning and Zoning Board (PZB) made a positive recommendation to amend the zoning of these properties from CM-2 to RGO-A.

On January 9, 2023, the City Commission passed this ordinance on First Reading.

Attached you will find the Ordinance, and legal description and a map illustrating the requested change. The packet of information provided to the PZB is included with the land use plan amendment material.

Please place Ordinance 2023-03 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. 2023-03

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING APPROXIMATELY 0.71 ACRES OF PROPERTY LOCATED AT 1700 NORTH PONCE DE LEON BOULEVARD AND 25 MISSOURI AVENUE IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT CLASSIFICATION OF COMMERCIAL MEDIUM-TWO (CM-2) TO THE CITY OF ST. AUGUSTINE CLASSIFICATION OF RESIDENTIAL GENERAL OFFICE-A (RGO-A); 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 0.71 acres of land, located at 1700 North Ponce de Leon Boulevard (PIN #189790 0000) and 25 Missouri Avenue (PIN #189780 0000) commonly known as the former Bozard 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 0.71 acres commonly known as the former Bozard Property located on Ponce de Leon Boulevard between Matanzas and Missouri Avenues in the City of St. Augustine, and identified by the St. Johns County Property Appraiser as containing approximately 0.71 acres of land, located at 1700 North Ponce de Leon Boulevard (PIN #189790 0000), and

25 Missouri Avenue (PIN #189780 0000), is hereby rezoned from the classification of Commercial Medium-two (CM-2) to the City of St. Augustine classification of Residential General Office-A (RGO-A), 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 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. 2023-02 or, if Ordinance No. 2023-02 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 _____, 2023.

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

6

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

William C. Hagin, Esq.
LeBoeuf, Lamb, Greene & MacRae LLP
50 North Laura Street, Suite 2800
Jacksonville, Florida 32202

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this 23rd day of January, 2007, by BOZARD LAND, LLC, a Florida limited liability company, whose address is 1700 North Ponce de Leon Boulevard, St. Augustine, FL 32084, hereinafter called the Grantor to, VISTA HOTEL IV, INC., a Florida corporation, whose mailing address is 32 Avenida Menendez, St. Augustine, FL 32084, hereinafter called the Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in St. Johns County, Florida, which is described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF
(THE "PROPERTY")

TOGETHER with all tenements, hereditaments, improvements (if any), easements and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever; SUBJECT, HOWEVER to the exceptions set forth on EXHIBIT B hereto:

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey the property; and that the Property is free of all encumbrances except the matters herein-above mentioned to which this Deed is made subject. The Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

Wherever used herein the terms "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.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents to be effective the day and year first written above.

BOZARD LAND, LLC

Signed, sealed and delivered in the presence of:

John D. Bailey
Print Name: JOHN D. BAILEY JR

By: *Harold William Shad, III*
Name: Harold William Shad, III

Gloria M. Banta
Print Name: GLORIA M. BANTA

Address: 1700 North Ponce de Leon Boulevard
St. Augustine, FL 32084

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 23 day of January, 2007, by Harold William Shad, III the Manager of Bozard Land, LLC, a Florida limited liability company. He is either [☒ personally known to me or [☐ has produced a FL state driver's license as identification.

Gloria M. Banta
Name: _____
Notary Public, State and County aforesaid
Commission Number: _____
My commission expires: _____

[Notarial Seal]



EXHIBIT "A"

PARCEL 1:

EAST ¼ OF LOT 2, BLOCK 5, GARNETT ADDITION, AS DESCRIBED IN THE OFFICIAL PLAT OF THE CITY OF ST. AUGUSTINE, MADE BY ROBERT RANSON, DATED JANUARY 1, 1905 ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 2:

THE WEST ¼ OF LOT 2, BLOCK 5, GARNETT'S SUBDIVISION, AS SHOWN BY PLAT NOW ON RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA IN DEED BOOK "SS" AT PAGE 189.

PARCEL 3:

THE WEST ¼ OF LOT 3, BLOCK 8, BEING GARNETT AND CUNNINGHAM SUBDIVISION IN THE NORTH PART OF THE CITY OF ST. AUGUSTINE, AS BY REFERENCE TO MAP ON FILE IN THE COUNTY CLERK'S OFFICE IN MAP BOOK 1, PAGE 91 AND DESIGNATED AS LOT 3, BLOCK 8, THE ENTIRE LOT BEING IN FRONT 100 FEET AND IN THE DEPTH 110 FEET, MORE OR LESS, THE PROPERTY CONVEYED TO ALEX CAPO AND GERTRUDE CAPO JANUARY 13TH, A.D. 1893, RECORDED IN BOOK TT PAGE 180.

THE ABOVE PROPERTY BEING ALSO DESCRIBED AS THE WEST ¼ OF LOT 3, BLOCK 5, GARNETT SUBDIVISION, AS PER OFFICIAL MAP OF THE CITY OF ST. AUGUSTINE, FLORIDA. EXCEPTING RIGHT OF WAY FOR ROAD AS DESCRIBED IN DEED BOOK 210, PAGE 405.

PARCEL 4:

THE SOUTH 50 FEET OF LOT 1, BLOCK 5, GARNETT ADDITION TO THE CITY OF ST. AUGUSTINE, ACCORDING TO MAP THEREOF DATED JANUARY 1, 1905 AND FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA, SAID LANDS FRONTING 50 FEET ON CUNNINGHAM CENTER ON THE EAST, 100 FEET ON GARNETT AVENUE ON THE SOUTH AND BEING BOUNDED ON THE NORTH BY THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 213, PAGE 183, OF THE ST. JOHNS COUNTY PUBLIC RECORDS.

1

PARCEL 5:

THE NORTH $\frac{1}{4}$ OF LOT 1, BLOCK 5 OF GARNETT'S SUBDIVISION OF ST. AUGUSTINE, AS SHOWN ON THE OFFICIAL MAP OF SAID CITY OF ST. AUGUSTINE, FLORIDA, DATED JUNE 12, 1923, SAID PLAT BEING ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

SAID NORTH $\frac{1}{4}$ OF LOT 1, BLOCK 5 HAS A FRONTAGE OF 60 FEET ON THE CUNNINGHAM AVENUE AND A DEPTH OF 100 FEET, EXTENDING WEST OF LOT NOW OR FORMERLY OWNED BY STEVE MCCORMICK.

PARCEL 6:

ALL OF 6, BLOCK 5, GARNETT SUBDIVISION IN THE CITY OF ST. AUGUSTINE, ACCORDING TO THE OFFICIAL MAP OF SAID CITY, DATED JANUARY 1, 1905 AND DRAWN BY ROBERT RANSON, EXCEPTING THAT PORTION OF SAID LAND IN DEED BOOK 289, PAGE 145, ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH:

LOT 7, BLOCK 5 OF THE GARNETT SUBDIVISION OF THE CITY OF ST. AUGUSTINE, FLORIDA, ACCORDING TO OFFICIAL MAP OF THE CITY OF ST. AUGUSTINE DATED JANUARY 1, A.D. 1905, A COPY OF WHICH IS NOW OF RECORD AND ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 7:

THE SOUTH $\frac{1}{4}$ OF LOT 8, BLOCK 5, GARNETT SUBDIVISION OF THE CITY OF ST. AUGUSTINE, FLORIDA, ACCORDING TO OFFICIAL MAP OF SAID CITY DATED JANUARY 1, 1905, OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 9:

IN THE CITY OF ST. AUGUSTINE, FLORIDA, THE SOUTH $\frac{1}{4}$ OF LOT 1, BLOCK 3 OF THE GARNETT SUBDIVISION, ACCORDING TO THE OFFICIAL MAP OF SAID CITY RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF LOT 2 AND LOT 3, BLOCK 3, GARNETT SUBDIVISION, ST. AUGUSTINE, FLORIDA, AS SHOWN BY OFFICIAL MAP OF THE CITY OF ST. AUGUSTINE, FLORIDA, SAID PLAT BEING ON FILE AND OF RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 10:

THE NORTH $\frac{1}{4}$ OF LOT 1, BLOCK 3, OF THE GARNETT SUBDIVISION, ACCORDING TO THE OFFICIAL MAP OF THE CITY OF ST. AUGUSTINE, FLORIDA, RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR ST. JOHNS COUNTY, FLORIDA.

PARCEL 11:

BLOCK 2 OF GARNETT'S ADDITION TO THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, ACCORDING TO OFFICIAL MAP OF ST. AUGUSTINE DATED JUNE 12, 1923.

A MORE PARTICULAR DESCRIPTION OF SAID BLOCK ACCORDING TO ITS PRESENT LINES AND BOUNDARIES IS AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 2, AT THE INTERSECTION OF THE EASTERLY PROPERTY LINE OF SAID BLOCK ON SAN MARCO AVENUE, WITH THE SOUTHERLY PROPERTY LINE OF SAID BLOCK ON MATANZA STREET, AS MARKED BY A PERMANENT MONUMENT CONSISTING OF A 3 INCH IRON PIPE WHICH IS SET AT THAT POINT. SAID POINT BEING 32.5 FEET WESTWARDLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF SAN MARCO AVENUE AND 25 FEET NORTHWARDLY MEASURED AT RIGHT ANGLES FROM THE CENTER OF MATANZA STREET; RUN THENCE SOUTH $84^{\circ}30'$ WEST ALONG THE SOUTHERLY PROPERTY LINE OF SAID BLOCK, 222 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY PROPERTY LINE OF SAID BLOCK ON CUNNINGHAM AVENUE; RUN THENCE NORTH $5^{\circ}15'$ WEST ALONG THE WESTERLY PROPERTY LINE OF SAID BLOCK, 110 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY PROPERTY LINE OF SAID BLOCK ON MISSOURI STREET; RUN THENCE NORTH $83^{\circ}39'$ EAST ALONG THE NORTHERLY PROPERTY LINE OF SAID BLOCK, 175.65 FEET MORE OR LESS TO THE POINT OF THE INTERSECTION WITH THE EASTERLY PROPERTY LINE OF SAID BLOCK ON SAN MARCO AVENUE; RUN THENCE SOUTH $27^{\circ}54'$ EAST ALONG THE EASTERLY PROPERTY LINE OF SAID BLOCK, 121.5 FEET TO THE POINT OF BEGINNING, THIS PROPERTY BEING BOUNDED ON THE EAST BY SAN MARCO AVENUE, ON THE SOUTH BY MATANZA STREET, ON THE WEST BY CUNNINGHAM AVENUE AND ON THE NORTH BY MISSOURI STREET, AS SHOWN BY PLAT ATTACHED TO AND MADE PART OF WARRANTY DEED DATED SEPTEMBER 27, 1938 FROM ROCKLAND COUNTY REALTY CO. TO H. D. POLLARD. ALL COURSES ARE ON MAGNETIC BEARINGS.

PARCEL 12:

LOTS 4 AND 5, BLOCK 1, GARNETT ADDITION, CITY OF ST. AUGUSTINE, FLORIDA, ST. JOHNS COUNTY. EXCEPTING RIGHT OF WAY OF STATE ROAD NO. 5. AND ALSO; LOTS 7,8 AND 9, OF THE SANCHEZ TRACT, ACCORDING TO PLAT OF THE CITY OF ST. AUGUSTINE, FLORIDA, DATED JANUARY 1, 1905. EXCEPTING THERE FROM RIGHT OF WAY OF STATE ROAD NO. 5, AND THAT PORTION OF SAID LAND CONVEYED TO STANFORD OIL CO., AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 10, PAGE 349, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. ALSO WITH: THAT PART OF LOTS 5 AND 6, SANCHEZ TRACT, AS SHOWN ON THE OFFICIAL MAP THE CITY OF ST. AUGUSTINE, DATED JANUARY 1, 1905, DESCRIBED AS FOLLOWS: FROM THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; RUN NORTH 0°23' WEST ALONG THE WEST LINE OF SAID LOT 6, 22.80 FEET; THENCE SOUTH 88°53' 30" EAST, 67.85 FEET; THENCE SOUTH 0°01'30" EAST 21.49 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5 AND THE NORTH LINE OF LOT 4, SAID GARNETT ADDITION; THENCE DUE WEST, ALONG SAID SOUTH LINE OF LOTS 5 AND 6, SANCHEZ TRACT, AND THE NORTH LINE OF SAID LOT 4, GARNETT ADDITION, 67.70 FEET TO THE POINT OF BEGINNING.

PARCEL 13:

BEING A PART OF LOTS 5 AND 6, SANCHEZ TRACT, CITY OF ST. AUGUSTINE, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

IN THE CITY OF ST. AUGUSTINE, IN NORTH CITY, THE LOT DESIGNATED UPON THE OFFICIAL MAP OF SAID CITY, DATED JANUARY 1, 1905 AS LOT 5 OF THE SANCHEZ TRACT, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTH LINE OF A STREET AT THE NORTHERN LIMITS OF SAID CITY 150 FEET WESTERLY FROM ITS INTERSECTION WITH SAN MARCO AVENUE; THENCE SOUTHERLY 183'10" TO LAND OF R.B. GARNETT; THENCE WESTERLY 50 FEET; THENCE NORTHERLY 180'10" MORE OR LESS TO THE SOUTH LINE OF SAID STREET, AT THE NORTHERN LIMITS OF THE CITY; THENCE EASTERLY 50 FEET TO THE PLACE OF BEGINNING.

LOT 6 IN THE SANCHEZ SUBDIVISION IN THE CITY OF ST. AUGUSTINE, COUNTY OF ST. JOHNS AND STATE OF FLORIDA; BEGINNING IN THE NORTH LINE OF THE CITY LIMITS, 200 FEET WESTERLY FROM SAN MARCO AVENUE AND RUNNING THENCE WESTERLY 50 FEET; THENCE SOUTHERLY 183 FEET AND 10 INCHES MORE OR LESS TO LAND OF GARNETT; THENCE EASTERLY IN GARNETT'S NORTH LINE 50 FEET; THENCE NORTHERLY 183 FEET 10 INCHES MORE OR LESS TO PLACE OF BEGINNING.

THE ABOVE DESCRIBED LOTS 5 AND 6 ARE LESS AND EXCEPT THE FOLLOWING:

FROM THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6, RUN NORTH 0°23' WEST ALONG THE WEST LINE OF SAID LOT 6, 22.80 FEET; THENCE SOUTH 88°53'30" EAST, 67.85 FEET, THROUGH LOT 6 AND PART OF LOT 5, A DISTANCE OF 67.85 FEET; THENCE SOUTH 0°01'30" EAST 21.49 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE DUE WEST ALONG THE SAID SOUTH LINE OF LOTS 5 AND 6, A DISTANCE OF 67.7 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

SCHEDULE OF PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2007 and subsequent years, which are not yet due and payable.

JK239609.2

6

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

William C. Hagin, Esq.
LeBoeuf, Lamb, Greene & MacRae LLP
50 North Laura Street, Suite 2800
Jacksonville, Florida 32202

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this 23rd day of January, 2007, by BOZARD LAND, LLC, a Florida limited liability company, whose address is 1700 North Ponce de Leon Boulevard, St. Augustine, FL 32084, hereinafter called the Grantor to, VISTA HOTEL IV, INC., a Florida corporation, whose mailing address is 32 Avenida Menendez, St. Augustine, FL 32084, hereinafter called the Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in St. Johns County, Florida, which is described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF
(THE "PROPERTY")

TOGETHER with all tenements, hereditaments, improvements (if any), easements and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever; SUBJECT, HOWEVER to the exceptions set forth on EXHIBIT B hereto:

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey the property; and that the Property is free of all encumbrances except the matters herein-above mentioned to which this Deed is made subject. The Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

Wherever used herein the terms "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.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents to be effective the day and year first written above.

BOZARD LAND, LLC

Signed, sealed and delivered in the presence of:

John D. Bailey Jr.
Print Name: JOHN D. BAILEY JR.

By: Harold William Shad, III
Name: Harold William Shad, III

Gloria M. Santa
Print Name: GLORIA M. SANTA

Address: 1700 North Ponce de Leon Boulevard
St. Augustine, FL 32084

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 23 day of January, 2007, by Harold William Shad, III the Manager of Bozard Land, LLC, a Florida limited liability company. He is either ☒ personally known to me or ☐ has produced a FL state driver's license as identification.

Gloria M. Santa
Name: _____
Notary Public, State and County aforesaid
Commission Number: _____
My commission expires: _____

[Notarial Seal]



1700 North Ponce

EXHIBIT "A"

PARCEL 1:

EAST ¼ OF LOT 2, BLOCK 5, GARNETT ADDITION, AS DESCRIBED IN THE OFFICIAL PLAT OF THE CITY OF ST. AUGUSTINE, MADE BY ROBERT RANSON, DATED JANUARY 1, 1905 ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 2:

THE WEST ¼ OF LOT 2, BLOCK 5, GARNETT'S SUBDIVISION, AS SHOWN BY PLAT NOW ON RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA IN DEED BOOK "SS" AT PAGE 189.

PARCEL 3:

THE WEST ¼ OF LOT 3, BLOCK 8, BEING GARNETT AND CUNNINGHAM SUBDIVISION IN THE NORTH PART OF THE CITY OF ST. AUGUSTINE, AS BY REFERENCE TO MAP ON FILE IN THE COUNTY CLERK'S OFFICE IN MAP BOOK 1, PAGE 91 AND DESIGNATED AS LOT 3, BLOCK 8, THE ENTIRE LOT BEING IN FRONT 100 FEET AND IN THE DEPTH 110 FEET, MORE OR LESS, THE PROPERTY CONVEYED TO ALEX CAPO AND GERTRUDE CAPO JANUARY 13TH, A.D. 1893, RECORDED IN BOOK TT PAGE 180.

THE ABOVE PROPERTY BEING ALSO DESCRIBED AS THE WEST ¼ OF LOT 3, BLOCK 5, GARNETT SUBDIVISION, AS PER OFFICIAL MAP OF THE CITY OF ST. AUGUSTINE, FLORIDA. EXCEPTING RIGHT OF WAY FOR ROAD AS DESCRIBED IN DEED BOOK 210, PAGE 405.

PARCEL 4:

THE SOUTH 50 FEET OF LOT 1, BLOCK 5, GARNETT ADDITION TO THE CITY OF ST. AUGUSTINE, ACCORDING TO MAP THEREOF DATED JANUARY 1, 1905 AND FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA, SAID LANDS FRONTING 50 FEET ON CUNNINGHAM CENTER ON THE EAST, 100 FEET ON GARNETT AVENUE ON THE SOUTH AND BEING BOUNDED ON THE NORTH BY THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 213, PAGE 183, OF THE ST. JOHNS COUNTY PUBLIC RECORDS.

1

PARCEL 5:

THE NORTH $\frac{1}{4}$ OF LOT 1, BLOCK 5 OF GARNETT'S SUBDIVISION OF ST. AUGUSTINE, AS SHOWN ON THE OFFICIAL MAP OF SAID CITY OF ST. AUGUSTINE, FLORIDA, DATED JUNE 12, 1923, SAID PLAT BEING ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

SAID NORTH $\frac{1}{4}$ OF LOT 1, BLOCK 5 HAS A FRONTAGE OF 60 FEET ON THE CUNNINGHAM AVENUE AND A DEPTH OF 100 FEET, EXTENDING WEST OF LOT NOW OR FORMERLY OWNED BY STEVE MCCORMICK.

PARCEL 6:

ALL OF 6, BLOCK 5, GARNETT SUBDIVISION IN THE CITY OF ST. AUGUSTINE, ACCORDING TO THE OFFICIAL MAP OF SAID CITY, DATED JANUARY 1, 1905 AND DRAWN BY ROBERT RANSON, EXCEPTING THAT PORTION OF SAID LAND IN DEED BOOK 209, PAGE 145, ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH:

LOT 7, BLOCK 5 OF THE GARNETT SUBDIVISION OF THE CITY OF ST. AUGUSTINE, FLORIDA, ACCORDING TO OFFICIAL MAP OF THE CITY OF ST. AUGUSTINE DATED JANUARY 1, A.D. 1905, A COPY OF WHICH IS NOW OF RECORD AND ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

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THE SOUTH $\frac{1}{4}$ OF LOT 8, BLOCK 5, GARNETT SUBDIVISION OF THE CITY OF ST. AUGUSTINE, FLORIDA, ACCORDING TO OFFICIAL MAP OF SAID CITY DATED JANUARY 1, 1905, OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 9:

IN THE CITY OF ST. AUGUSTINE, FLORIDA, THE SOUTH $\frac{1}{4}$ OF LOT 1, BLOCK 3 OF THE GARNETT SUBDIVISION, ACCORDING TO THE OFFICIAL MAP OF SAID CITY, RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF LOT 2 AND LOT 3, BLOCK 3, GARNETT SUBDIVISION, ST. AUGUSTINE, FLORIDA, AS SHOWN BY OFFICIAL MAP OF THE CITY OF ST. AUGUSTINE, FLORIDA, SAID PLAT BEING ON FILE AND OF RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 10:

THE NORTH 1/4 OF LOT 1, BLOCK 3, OF THE GARNETT SUBDIVISION, ACCORDING TO THE OFFICIAL MAP OF THE CITY OF ST. AUGUSTINE, FLORIDA, RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR ST. JOHNS COUNTY, FLORIDA.

PARCEL 11:

BLOCK 2 OF GARNETT'S ADDITION TO THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, ACCORDING TO OFFICIAL MAP OF ST. AUGUSTINE DATED JUNE 12, 1923.

A MORE PARTICULAR DESCRIPTION OF SAID BLOCK ACCORDING TO ITS PRESENT LINES AND BOUNDARIES IS AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 2, AT THE INTERSECTION OF THE EASTERLY PROPERTY LINE OF SAID BLOCK ON SAN MARCO AVENUE, WITH THE SOUTHERLY PROPERTY LINE OF SAID BLOCK ON MATANZA STREET, AS MARKED BY A PERMANENT MONUMENT CONSISTING OF A 3 INCH IRON PIPE WHICH IS SET AT THAT POINT. SAID POINT BEING 32.5 FEET WESTWARDLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF SAN MARCO AVENUE AND 25 FEET NORTHWARDLY MEASURED AT RIGHT ANGLES FROM THE CENTER OF MATANZA STREET; RUN THENCE SOUTH 84°30' WEST ALONG THE SOUTHERLY PROPERTY LINE OF SAID BLOCK, 222 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY PROPERTY LINE OF SAID BLOCK ON CUNNINGHAM AVENUE; RUN THENCE NORTH 5°15' WEST ALONG THE WESTERLY PROPERTY LINE OF SAID BLOCK, 118 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY PROPERTY LINE OF SAID BLOCK ON MISSOURI STREET; RUN THENCE NORTH 83°39' EAST ALONG THE NORTHERLY PROPERTY LINE OF SAID BLOCK, 175.65 FEET MORE OR LESS TO THE POINT OF THE INTERSECTION WITH THE EASTERLY PROPERTY LINE OF SAID BLOCK ON SAN MARCO AVENUE; RUN THENCE SOUTH 27°54' EAST ALONG THE EASTERLY PROPERTY LINE OF SAID BLOCK, 121.5 FEET TO THE POINT OF BEGINNING, THIS PROPERTY BEING BOUNDED ON THE EAST BY SAN MARCO AVENUE, ON THE SOUTH BY MATANZA STREET, ON THE WEST BY CUNNINGHAM AVENUE AND ON THE NORTH BY MISSOURI STREET, AS SHOWN BY PLAT ATTACHED TO AND MADE PART OF WARRANTY DEED DATED SEPTEMBER 27, 1938 FROM ROCKLAND COUNTY REALTY CO. TO H. D. POLLARD. ALL COURSES ARE ON MAGNETIC BEARINGS.

PARCEL 12:

LOTS 4 AND 5, BLOCK 1, GARNETT ADDITION, CITY OF ST. AUGUSTINE, FLORIDA, ST. JOHNS COUNTY. EXCEPTING RIGHT OF WAY OF STATE ROAD NO. 5. AND ALSO: LOTS 7, 8 AND 9, OF THE SANCHEZ TRACT, ACCORDING TO PLAT OF THE CITY OF ST. AUGUSTINE, FLORIDA, DATED JANUARY 1, 1905, EXCEPTING THERE FROM RIGHT OF WAY OF STATE ROAD NO. 5, AND THAT PORTION OF SAID LAND CONVEYED TO STANFORD OIL CO., AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 10, PAGE 349, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. ALSO WITH: THAT PART OF LOTS 5 AND 6, SANCHEZ TRACT, AS SHOWN ON THE OFFICIAL MAP THE CITY OF ST. AUGUSTINE, DATED JANUARY 1, 1905, DESCRIBED AS FOLLOWS: FROM THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; RUN NORTH 0°23' WEST ALONG THE WEST LINE OF SAID LOT 6, 22.80 FEET; THENCE SOUTH 88°53' 30" EAST, 67.85 FEET; THENCE SOUTH 0°01'30" EAST 21.49 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5 AND THE NORTH LINE OF LOT 4, SAID GARNETT ADDITION; THENCE DUE WEST, ALONG SAID SOUTH LINE OF LOTS 5 AND 6, SANCHEZ TRACT, AND THE NORTH LINE OF SAID LOT 4, GARNETT ADDITION, 67.70 FEET TO THE POINT OF BEGINNING.

PARCEL 13:

BEING A PART OF LOTS 5 AND 6, SANCHEZ TRACT, CITY OF ST. AUGUSTINE, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

IN THE CITY OF ST. AUGUSTINE, IN NORTH CITY, THE LOT DESIGNATED UPON THE OFFICIAL MAP OF SAID CITY, DATED JANUARY 1, 1905 AS LOT 5 OF THE SANCHEZ TRACT, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTH LINE OF A STREET AT THE NORTHERN LIMITS OF SAID CITY 150 FEET WESTERLY FROM ITS INTERSECTION WITH SAN MARCO AVENUE; THENCE SOUTHERLY 183'10" TO LAND OF R.B. GARNETT; THENCE WESTERLY 50 FEET; THENCE NORTHERLY 180'10" MORE OR LESS TO THE SOUTH LINE OF SAID STREET, AT THE NORTHERN LIMITS OF THE CITY; THENCE EASTERLY 50 FEET TO THE PLACE OF BEGINNING.

LOT 6 IN THE SANCHEZ SUBDIVISION IN THE CITY OF ST. AUGUSTINE, COUNTY OF ST. JOHNS AND STATE OF FLORIDA; BEGINNING IN THE NORTH LINE OF THE CITY LIMITS, 200 FEET WESTERLY FROM SAN MARCO AVENUE AND RUNNING THENCE WESTERLY 50 FEET; THENCE SOUTHERLY 183 FEET AND 10 INCHES MORE OR LESS TO LAND OF GARNETT; THENCE EASTERLY IN GARNETT'S NORTH LINE 50 FEET; THENCE NORTHERLY 183 FEET 10 INCHES MORE OR LESS TO PLACE OF BEGINNING.

THE ABOVE DESCRIBED LOTS 5 AND 6 ARE LESS AND EXCEPT THE FOLLOWING:

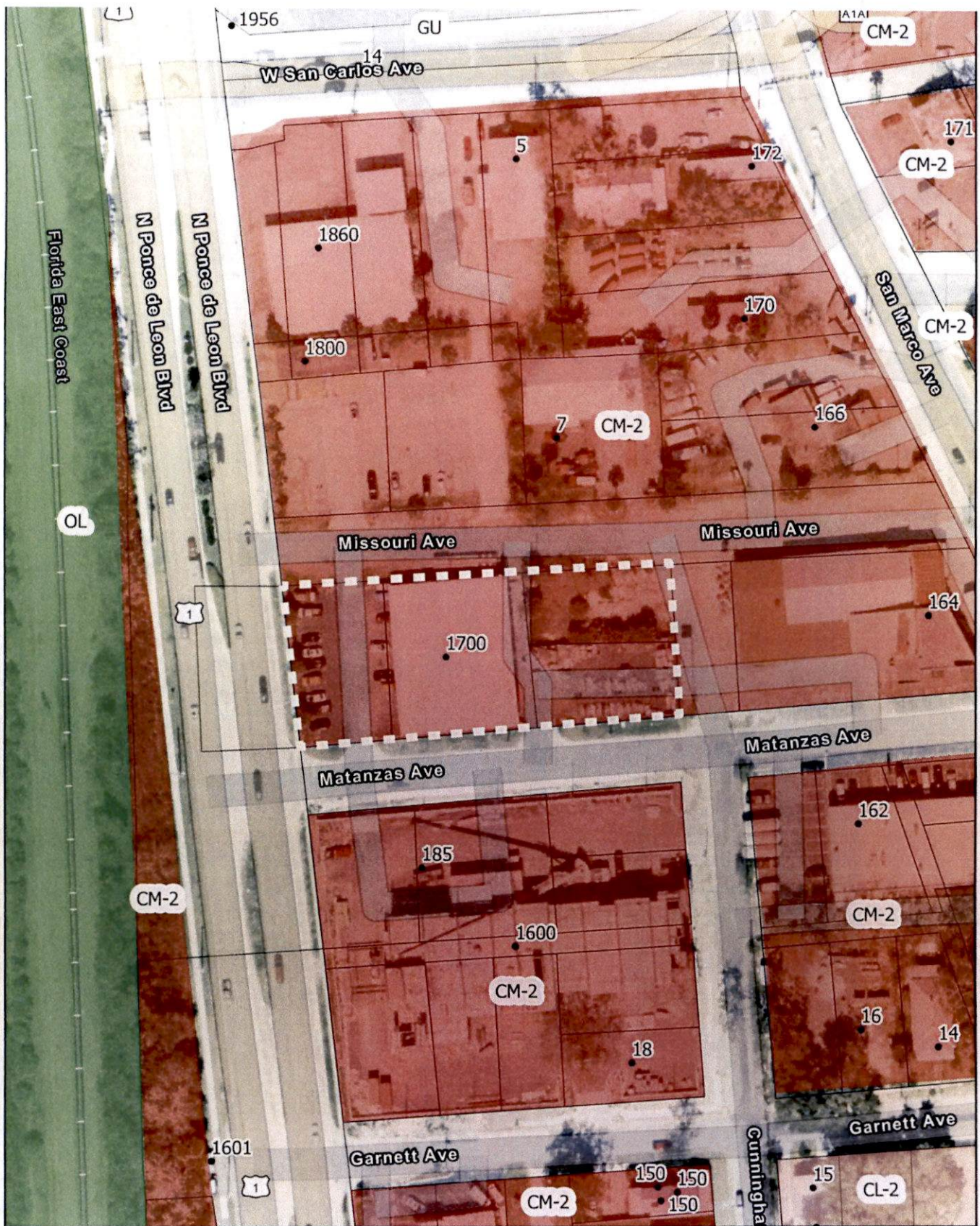
FROM THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6, RUN NORTH 0°23' WEST ALONG THE WEST LINE OF SAID LOT 6, 22.80 FEET; THENCE SOUTH 88°53'30" EAST, 67.85 FEET, THROUGH LOT 6 AND PART OF LOT 5, A DISTANCE OF 67.85 FEET; THENCE SOUTH 0°01'30" EAST 21.49 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE DUE WEST ALONG THE SAID SOUTH LINE OF LOTS 5 AND 6, A DISTANCE OF 67.7 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

SCHEDULE OF PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2007 and subsequent years, which are not yet due and payable.

JK239609.2



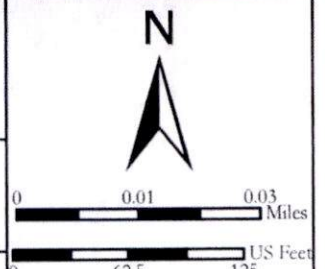
Current Zoning of 1700 N Ponce de Leon Boulevard and 25 Missouri Ave

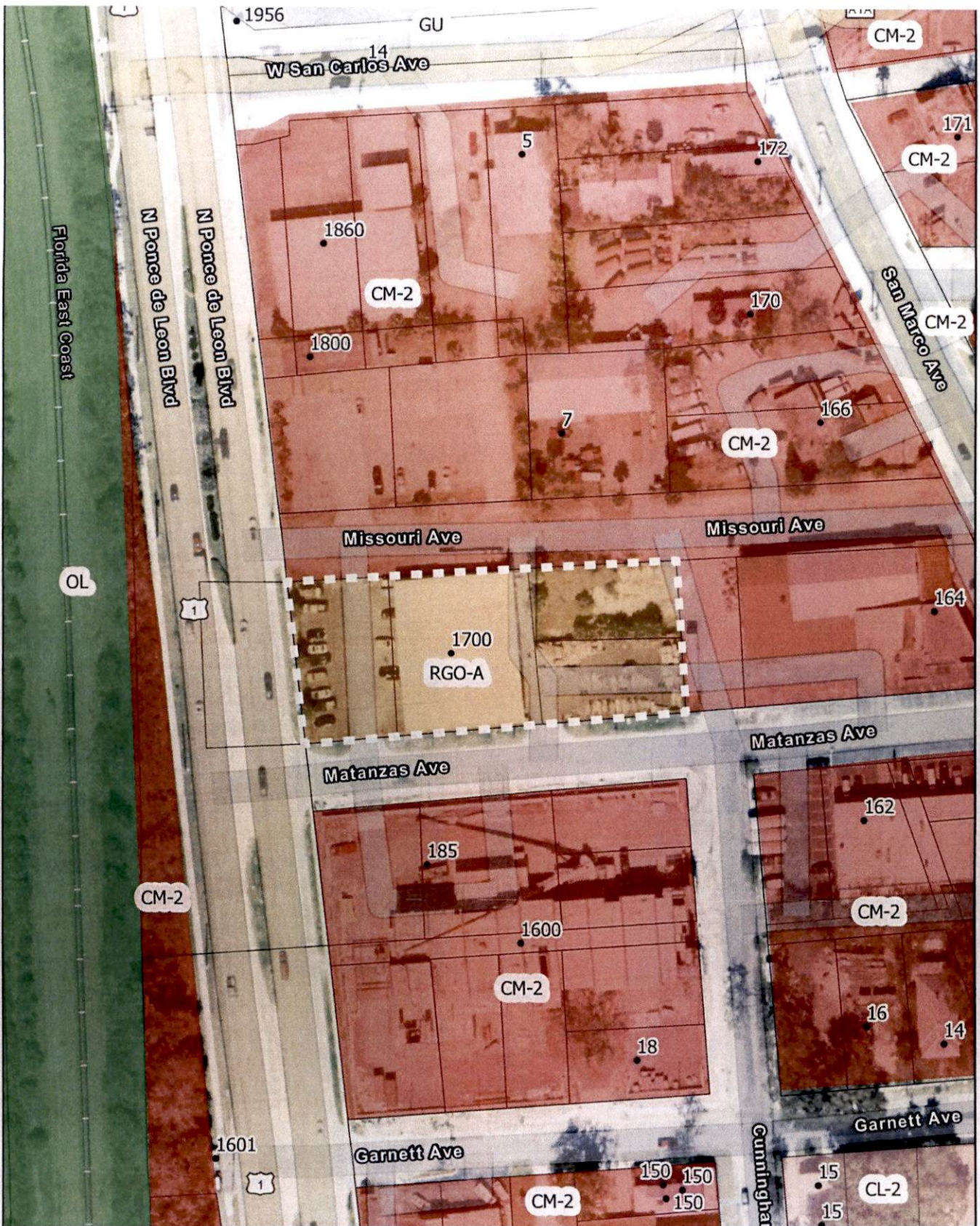


2022

St Johns County, Maxar, Microsoft, Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet





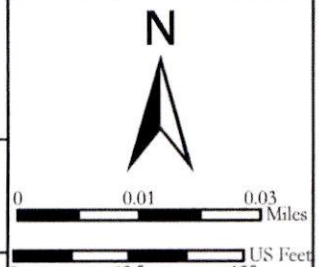
Proposed Zoning of 1700 N Ponce de Leon Boulevard and 25 Missouri Avenue



2022

St Johns County, Maxar, Microsoft, Esri Community Maps Contributors,
FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: January 11, 2023

RE: **Ordinance 2023-04 – Amending the Future Land Use Designation of 1800 North Ponce de Leon Boulevard, 1860 North Ponce de Leon Boulevard and 7 San Carlos Avenue from Commercial Medium Intensity to Residential Medium Density Mixed Use – Second Reading and Public Hearing**

The property at 1800 North Ponce de Leon Boulevard, 1860 North Ponce de Leon Boulevard and 7 San Carlos Avenue is a 1.48-acre parcel that is on Ponce de Leon Boulevard between Missouri and West San Carlos Avenues. The property is surrounded by commercial property on two sides with the San Sebastian Riverine environment to the west across US 1 (Ponce de Leon Boulevard) and Public Use property to the north that includes the St. Johns County main library. This property is owned by Vista Hotel IV, Inc.

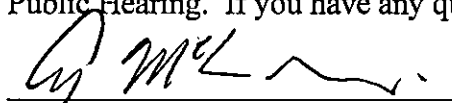
The city's Future Land Use Map (FLUM) identifies Commercial Medium Intensity as the land use category for these properties. The owner has requested to change the land use to the Residential Medium Density Mixed Use land use category. An application to rezone the property to Residential General Office-A (RGO-A), which is consistent with the proposed land use category has also been submitted. The owner is proposing a hotel for the property.

On December 6, 2022, the Planning and Zoning Board (PZB) made a positive recommendation to amend the future land use of these properties from Commercial Medium Intensity to Residential Medium Density Mixed Use.

On January 9, 2023, the City Commission passed this ordinance on First Reading.

Attached you will find the Ordinance, and legal description, a map illustrating the requested change, and the packet of information regarding this application and the compatible rezoning provided to the PZB.

Please place Ordinance 2023-04 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. 2023-04

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION OF APPROXIMATELY 1.48 ACRES OF PROPERTY LOCATED AT 1800 NORTH PONCE DE LEON BOULEVARD, 1860 NORTH PONCE DE LEON BOULEVARD AND 7 SAN CARLOS AVENUE IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT DESIGNATION OF COMMERCIAL MEDIUM INTENSITY TO A DESIGNATION OF RESIDENTIAL MEDIUM DENSITY MIXED USE; 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 1.48 acres of land, located at 1800 North Ponce de Leon Boulevard (PIN #189750 0000), 1860 North Ponce de Leon Boulevard (PIN #189670 0000), and 7 San Carlos Avenue (PIN #189640 0000) commonly known as the Powersports Property being more fully described herein, that the property's Future Land Use Map (FLUM) designation should be amended from Commercial Medium Intensity to Residential Medium Density Mixed Use;

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 1.48 acres commonly known as the Powersports Property, and identified on the Future Land Use Map (FLUM) of the City's Comprehensive Plan 2040 as Commercial Medium Intensity, is hereby amended to the

classification of Residential Medium Density Mixed Use. This property is also known as Parcel Numbers 189750 0000, 189670 0000 and 189640 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 _____, 2023.

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

/

Darlene Galambos, City Clerk

(SEAL)

Prepared by and return to:
Garry M. Glickman, Esquire
Olickman, Witters and Marell, P.A.
1601 Forum Place Ste. 1101
West Palm Beach, Florida 33401

Property Control Number: 189670-0000

WARRANTY DEED

THIS WARRANTY DEED made this 11 day of July, 2018.

1860 N. PONCE DE LEON, LLC, a Florida Limited Liability Company

whose address is: 277 Royal Poinciana Way, Suite 156, Palm Beach, FL 33480

hereafter called the Grantor, to

VISTA HOTEL IV, INC., a Florida corporation

whose address is: 32 Avenida Menendez, St. Augustine, FL 32084

hereafter called the Grantee,

(Wherever used herein the terms "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 corporation).

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in St. Johns County, Florida, to wit:

A PARCEL OF LAND BEING A PORTION OF LOTS 7, 8 AND 9 OF SANCHEZ TRACT, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, AS SHOWN ON OFFICIAL MAP OF CITY OF ST. AUGUSTINE DATED JANUARY 1, 1905, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. 5 (PROJECT SECTION NO. 7801-203) 162.00 FEET SOUTHERLY AS MEASURED ALONG SAID RIGHT OF WAY LINE FROM THE SOUTH LINE OF HOPKINS (SAN CARLOS) STREET; THENCE NORTH 6 DEGREES 50 MINUTES WEST ALONG SAID RIGHT OF WAY LINE 144.97 FEET; THENCE NORTH 86 DEGREES 30 MINUTES 30 SECONDS EAST 13.00 FEET; THENCE NORTH 73 DEGREES 37 MINUTES 30 SECONDS EAST 27.00 FEET; THENCE NORTH 3 DEGREES 29 MINUTES 30 SECONDS WEST 11.00 FEET TO A POINT ON THE SOUTH LINE OF HOPKINS STREET; THENCE NORTH 86 DEGREES 30

MINUTES 30 SECONDS EAST 93.26 FEET ALONG THE SOUTH LINE OF HOPKINS STREET TO THE NORTHEAST CORNER OF LOT 7 OF SANCHEZ TRACT; THENCE SOUTH 4 DEGREES 34 MINUTES EAST 161.70 FEET ALONG THE EAST LINE OF SAID LOT 7; THENCE SOUTH 86 DEGREES 30 MINUTES 30 SECONDS WEST 127.15 FEET TO THE POINT OF BEGINNING.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

Subject to conditions, reservations, restrictions and easements of record, provided that this instrument shall not re-impose same.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey the 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, 2017.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents, the day and year first above written.

**Signed, sealed and delivered
in the presence of:**

WITNESS - SIGNATURE

PRINT: TOBI MIEKE

WITNESS - SIGNATURE

PRINT: Teresa Cicchella

STATE OF FLORIDA
COUNTY OF SARASOTA

**1860 N. PONCE DE LEON, LLC, a Florida
Limited Liability Company**

By:

JAMIE MICKLE, as Manager

THE FOREGOING INSTRUMENT was acknowledged before me this 9th day of July, 2018 by JAMIE MICKLE, as Manager of 1860 N. PONCE DE LEON, LLC, a Florida Limited Liability Company who is ☒ personally known to me or who has ☐ produced as identification and who did/did not take an oath.

NOTARY:

SIGNATURE: *Thomas A. Gidycz*

PRINT: MANUFACTURED BY

MY COMMISSION EXPIRES:



MARGARET A ADORJAN
Commission # GG 164821
Expires April 1, 2022
Bonded Third Degree Notary Public

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of: .

**1860 N. PONCE DE LEON, LLC, a Florida
Limited Liability Company**

WITNESS - SIGNATURE

By: Lee W. Heaton
LEE W. HEATON, as Manager

PRINT: GARY M. GLICKMAN

WITNESS - SIGNATURE *Shirley D. Gray*

PRINT: Suzette L. Novae

STATE OF FLORIDA

COUNTY OF PALM BEACH.

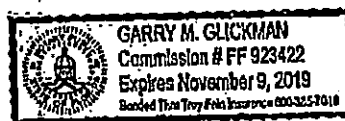
THE FOREGOING INSTRUMENT was acknowledged before me this 10 day of July, 2018 by LEE W. HEATON, as Manager of 1860 N. PONCE DE LEON, LLC, a Florida Limited Liability Company who is ☒ personally known to me or who has ☐ produced as identification and who did/did not take an oath.

NOTÁŘY:

SIGNATURE

PRINT:

MY COMMISSION EXPIRES:



THIS INSTRUMENT PREPARED BY:

Linda Logan Bryan, Esquire
Miller, Shine & Bryan, P.L.
97 Orange Street
St. Augustine, Florida 32084

**TITLE TO PROPERTY NOT
EXAMINED OR APPROVED -
LAW OFFICES OF MILLER,
SHINE & BRYAN, P.L.**

SPECIAL WARRANTY DEED

THIS INDENTURE made this 19th day of May, 2015 by **PONCE HOTEL, INC.**, a Florida corporation, whose address is 32 Avenida Menendez, St. Augustine, FL 32084, Grantor, and **VISTA HOTEL IV, INC.**, a Florida corporation whose address is 32 Avenida Menendez, St. Augustine, FL 32084, Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise and release unto the Grantee, all the right, title, interest, claim, and demand which the Grantor has in and to the following-described lot, piece or parcel of land, situate, lying and being in the County of St. Johns, Florida, to-wit:

Legal Description:	See Attached Exhibit "A";
Parcel Account No.:	189640 0000
Street Address:	7 San Carlos Avenue, St. Augustine, FL 32084;

SUBJECT TO COVENANTS, RESTRICTIONS, EASEMENTS and RESERVATIONS of record, if any; however, this reference does not operate to reimpose same; SUBJECT TO Zoning Ordinances that may affect subject property; SUBJECT TO Taxes for the year 2015 and Subsequent Years

AND the Grantor does hereby covenant with the Grantee that, except as above noted, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under it, but against none other.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered
in the presence of:

PONCE HOTEL, INC.

Mary E Horn
Print Name: MARY E Horn

Vikesh Patel
By: Vikesh Patel
Its: President

Mary Beth Peters
Print Name: Mary Beth Peters

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 19th day of May, 2015,
by Vikesh Patel, President of Ponce Hotel, Inc. who is personally known to me.



Mary Beth Peters
Mary Beth Peters
Notary Public, State of Florida
My Commission Expires: 1/18/19

7 San Carlos

EXHIBIT "A"

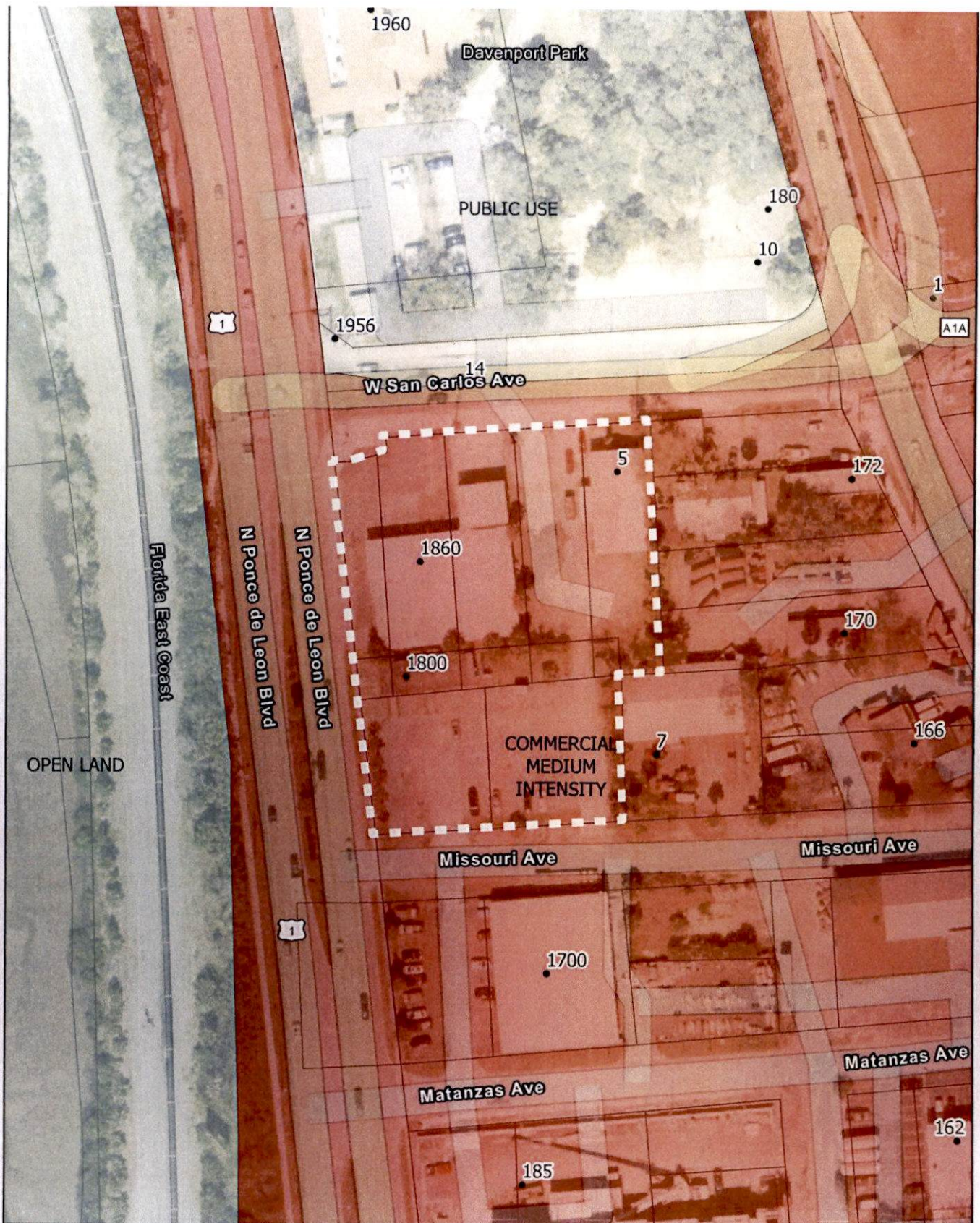
PARCEL 2:

BEING A PORTION OF LOTS 5 AND 6, OF THE SANCHEZ TRACT, ACCORDING TO PLAT OF THE CITY OF ST. AUGUSTINE, FLORIDA, DATED JANUARY 1, 1905 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF MISSOURI AVENUE AND THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY #1 AS PRESENTLY ESTABLISHED; THENCE NORTH 08°40'41" WEST, A DISTANCE OF 135.03' TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #1 AS PRESENTLY ESTABLISHED; THENCE NORTH 80°35'02" EAST, A DISTANCE OF 127.22' TO THE POINT OF BEGINNING; THENCE NORTH 04°31'25" WEST, A DISTANCE OF 161.70' TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAN CARLOS AVENUE; THENCE NORTH 80°16'53" EAST ALONG SAID RIGHT-OF-WAY OF SAN CARLOS AVENUE, A DISTANCE OF 100.00' TO THE NORTHWESTERLY CORNER OF LOT 4, OF THE SANCHEZ TRACT, CITY OF ST. AUGUSTINE; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY OF SAN CARLOS AVENUE SOUTH 04°31'25" EAST, A DISTANCE OF 161.69' TO THE SOUTHWESTERLY CORNER OF LOT 1 OF THE SANCHEZ TRACT, CITY OF ST. AUGUSTINE; THENCE SOUTH 80°36'28" WEST, A DISTANCE OF 32.25'; THENCE NORTH 04°13'00" WEST, A DISTANCE OF 21.70'; THENCE SOUTH 80°35'02" WEST, A DISTANCE OF 67.65 FEET TO THE POINT OF BEGINNING CONTAINING 0.3524 ACRES MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR INGRESS/EGRESS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF MISSOURI AVENUE AND THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY #1 AS PRESENTLY ESTABLISHED; THENCE NORTH 08°40'41" WEST, A DISTANCE OF 135.03' TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #1 AS PRESENTLY ESTABLISHED; THENCE NORTH 80°35'02" EAST, A DISTANCE OF 100.22' TO THE POINT OF BEGINNING OF THE HEREBY DESCRIBED EASEMENT; THENCE NORTH 80°35'02" EAST, A DISTANCE OF 13.00'; THENCE SOUTH 04°13'00" EAST, A DISTANCE OF 131.70' TO THE NORTHERLY RIGHT-OF-WAY LINE OF MISSOURI AVENUE; THENCE SOUTH 80°35'02" WEST ALONG SAID RIGHT-OF-WAY OF MISSOURI AVENUE, A DISTANCE OF 13.00'; THENCE LEAVING SAID RIGHT-OF-WAY OF MISSOURI AVENUE NORTH 04°13'00" WEST, A DISTANCE OF 132.10' TO THE POINT OF BEGINNING.



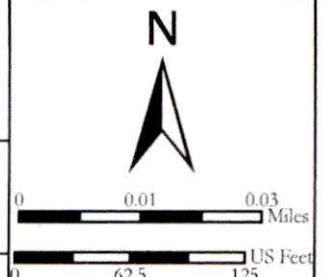
Current Land Use of 1800 & 1860 N Ponce de Leon Boulevard and 7 San Carlos Avenue

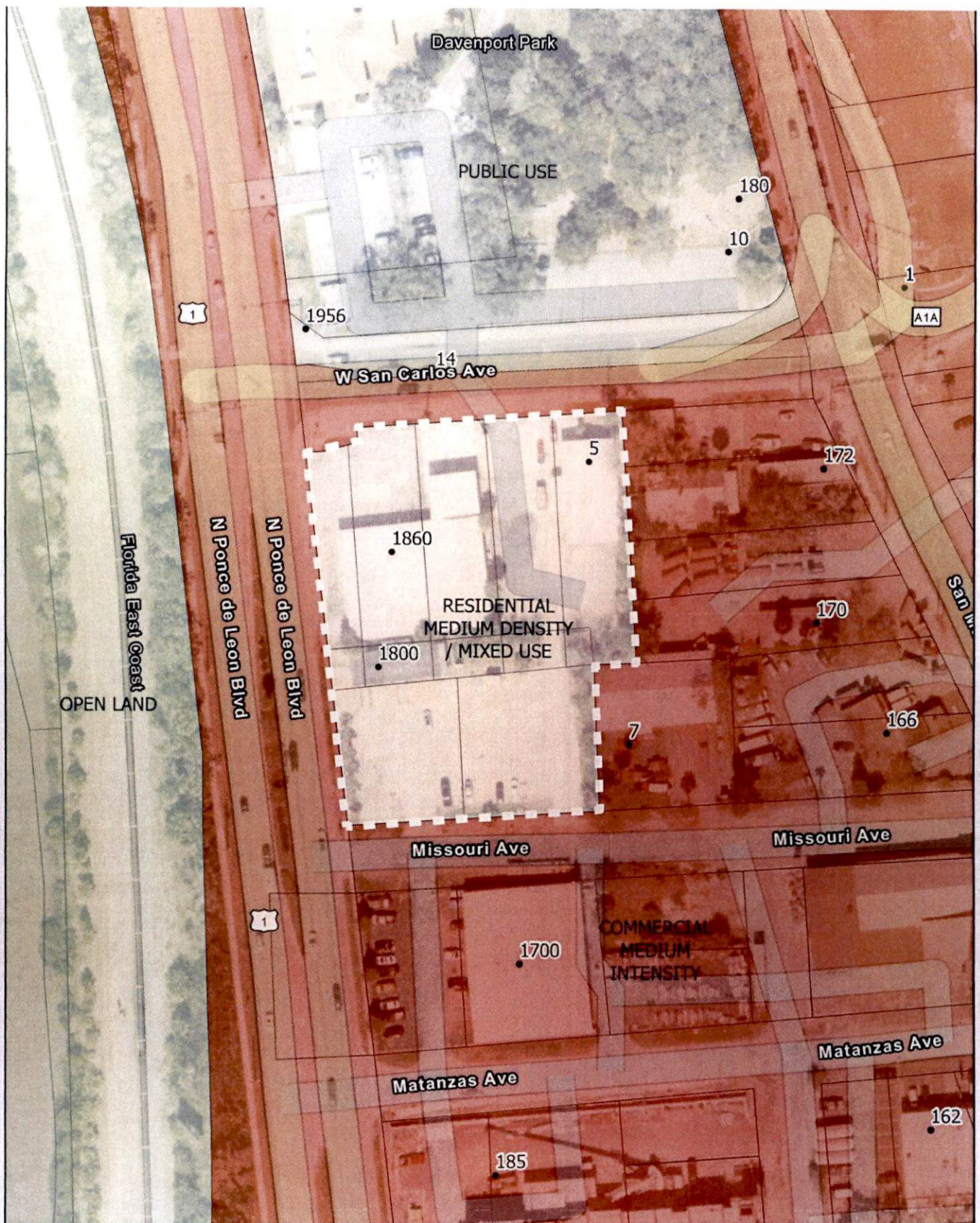


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2022

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet





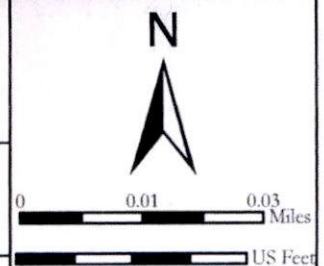
Proposed Land Use of 1800 & 1860 N Ponce de Leon Boulevard and 7 San Carlos Avenue



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2022

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



Staff Report

Memorandum

TO: Planning and Zoning Board

DATE: December 6, 2022

RE: **COMPREHENSIVE PLAN LAND USE PLAN AMENDMENT AND
REZONING 2022-0084**

AGENDA ITEM 9(a)

APPLICANT James G. Whitehouse, Esq.
c/o St. Johns Law Group

OWNER Vista Hotel IV, Inc.

LOCATION 1800 N Ponce de Leon Boulevard / PID 189750-0000
1860 N Ponce de Leon Boulevard / PID 189670-0000
7 W San Carlos Avenue / PID 189640-0000
1700 N Ponce de Leon Boulevard / PID 189790-0000
25 Missouri Avenue / PID 189780-0000

REQUEST To amend the current land use of Commercial
Medium Intensity to Residential Medium Density-
Mixed Use and to rezone the property from
Commercial Medium-Two (CM-2) to Residential
and General Office-A (RGO-A) including all of the
referenced properties.

CURRENT LAND USE Commercial Medium Intensity

CURRENT ZONING Commercial Medium-Two (CM-2)

PROPOSED LAND USE Residential Medium Density-Mixed Use

PROPOSED ZONING Residential General Office-A (RGO-A)

1
1800 N Ponce de Leon Boulevard / PID 189750-0000
1860 N Ponce de Leon Boulevard / PID 189670-0000
7 W San Carlos Avenue / PID 189640-0000
1700 N Ponce de Leon Boulevard / PID 189790-0000
25 Missouri Avenue / PID 189780-0000
Staff Report & Recommendation

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 contained within the boundaries of US Highway 1 on the west, Matanzas Avenue on the south, property fronting Missouri Avenue, and W San Carlos Avenue on the north is Commercial Medium Intensity which is compatible with the zoning designation of Commercial Medium-Two (CM-2).

The applicant is requesting to change the land use designation to Residential Medium Density-Mixed Use to allow for the development of these properties as a branded hotel(s) which has certain floor height requirements.

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

FLUE Policy 6.5.2

Commercial Medium Intensity

This district is intended to apply where adequate traffic circulation capacity is available to provide medium intensity automotive oriented commercial and service uses and related facilities, and to

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1800 N Ponce de Leon Boulevard / PID 189750-0000
1860 N Ponce de Leon Boulevard / PID 189670-0000
7 W San Carlos Avenue / PID 189640-0000
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25 Missouri Avenue / PID 189780-0000
Staff Report & Recommendation

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

area 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.

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

FLUE Policy 6.4.6

Residential Medium Density Mixed Use

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

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

To encourage mixed use developments:

- Residential uses shall occupy a minimum of 40% and a maximum of 75% of the development area, unless otherwise approved by the PZB.
- Commercial uses shall occupy a minimum of 35% and a maximum of 50% of the development area, unless otherwise approved by the PZB.

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1800 N Ponce de Leon Boulevard / PID 189750-0000
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7 W San Carlos Avenue / PID 189640-0000
1700 N Ponce de Leon Boulevard / PID 189790-0000
25 Missouri Avenue / PID 189780-0000
Staff Report & Recommendation

Rezoning

The current Zoning designation for the properties at 1800, 1860, 1700 N Ponce de Leon Boulevard, 7 W San Carlos Avenue, and 25 Missouri Avenue is Commercial Medium-Two (CM-2). The current uses of the properties that are not vacant are retail sales of automobiles, alternative off-road vehicles and repair, office use and the sale of building materials.

The request is a reduction in intensity for the sites compared to the existing commercial zoning district, however the proposed zoning district of RGO-A does allow five (5) more feet of height.

This rezoning and land use amendment request if recommended would allow for forty (40) feet of height within the RGO-A zoning district which is an increase from the thirty-five (35) foot height limit allowed in the CM-2 zoning district.

The increase in height allowed for buildings with this change also comes with a decrease in the list of permitted uses and level of intensity going from CM-2 to RGO-A. The most notable uses that would no longer be allowed after a rezoning would be drive-in restaurants, new or used car sales lots, and retail sales of heavy machinery and equipment, for example.

Below are the permitted uses for each zoning district for reference. The intended use of the property as stated by the applicant is for hotel development which would be compatible with surrounding uses and within reasonable proximity to the downtown.

Since the applicant is requesting to change the land use designation to Residential Medium Density Mixed Use a compatible zoning district needs to be in place. The Residential General Office-A (RGO-A) zoning district is compatible and limits the height allowed to 40 feet.

The specific zoning district regulations are included below:

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

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

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

- a. Retail outlets for the sale of general merchandise excluding new or used automobiles, trucks, boats and tractors (but not automobile wrecking or storage yards, junkyards, or scrap processing yards), heavy machinery and equipment, dairy supplies, feed, fertilizer, plant nursery, lumber and building supplies, supermarkets and convenience stores and similar products.

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1800 N Ponce de Leon Boulevard / PID 189750-0000
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CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

- 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.
 - 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.

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1800 N Ponce de Leon Boulevard / PID 189750-0000
1860 N Ponce de Leon Boulevard / PID 189670-0000
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CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

- 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.
- (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.

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

(Code 1964, § 33-45; Ord. No. 93-03, § 1, 2-22-93; Ord. No. 00-04, § 1, 4-10-00; Ord. No. 03-17, § 5, 6-23-03; Ord. No. 06-34, § 1, 11-13-06; Ord. No. 2007-10, § 1, 7-9-07; Ord. No. 09-16, § 1, 5-11-09; Ord. 10-12, § 1, 4-12-10; Ord. No. 10-23, § 1, 8-9-10; Ord. No. 14-27, § 1, 12-8-14; Ord. No. 15-02, § 1, 12-14-15; Ord. No. 16-02, § 1, 1-25-16; Ord. No. 18-09, § 4, 6-25-18; Ord. No. 20-03, § 3, 2-10-20; Ord. No. 21-17, § 1, 10-11-21)

CM-1 uses are also allowed in the CM-2 Zoning District see below:

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 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.

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1800 N Ponce de Leon Boulevard / PID 189750-0000
1860 N Ponce de Leon Boulevard / PID 189670-0000
7 W San Carlos Avenue / PID 189640-0000
1700 N Ponce de Leon Boulevard / PID 189790-0000
25 Missouri Avenue / PID 189780-0000
Staff Report & Recommendation

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

- 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 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).

(Code 1964, § 33-44; Ord. No. 99-11, § 3, 3-22-99; Ord. No. 06-34, § 1, 11-13-06; Ord. No. 15-02, § 1, 12-14-15; Ord. No. 16-02, § 1, 1-25-16; Ord. No. 20-03, § 3, 2-10-20; Ord. No. 21-17, § 2, 10-11-21)

The proposed zoning district of RGO-A is outlined below:

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1800 N Ponce de Leon Boulevard / PID 189750-0000
1860 N Ponce de Leon Boulevard / PID 189670-0000
7 W San Carlos Avenue / PID 189640-0000
1700 N Ponce de Leon Boulevard / PID 189790-0000
25 Missouri Avenue / PID 189780-0000
Staff Report & Recommendation

Sec. 28-167. - Residential and general office-A: RGO-A.

- a. *Intent.* This district is intended to apply to those neighborhoods designated for mixed residential and commercial uses so as to create a medium intensity residential and low intensity commercial mix of uses.
- (1) *Permitted uses and structures.*
 - a. Multiple-family dwellings.
 - b. Professional and business offices.
 - c. Restaurants, but not drive-in.
 - d. Retail sales such as specialty food stores and drugs (but not supermarkets), clothing and toy and hobby shops, pet shops (but not kennel or veterinarian), bookstore and newsstand, stationery and card shops, leather goods and luggage, jewelry (including repair but not pawn shops), art and photographic supplies, TV and stereo equipment (including incidental repairs), florist or gift shop, bake shop (but not wholesale bakery), sporting goods, sundries and notions, business office supplies, musical instruments, records and tapes, retail sale of alcohol and similar products, with no exterior display or storage of merchandise permitted.
 - e. Marina.
 - f. Museums.
 - g. Parking facilities and garages.
 - h. Bar/tavern.
 - i. Home office, private.
 - j. Hotels, motels, conference centers, convention centers and spas.
 - k. Craft alcohol industry.
- (2) *Permitted accessory uses and structures.* See section 28-348.
- (3) *Permissible uses by exception.*
 - a. See section[s] 28-347(1) and (2), special event venue as per section 28-347(8) only allowed as an accessory use to a principal use.
 - b. Light manufacturing, processing, packaging and fabricating.
 - c. Single-family dwellings, with minimum yard requirements as defined for zoning district RS-2 and a maximum height of thirty-five (35) feet.
- (4) *Minimum lot requirements.* As per planning and zoning board site plan review.
- (5) *Maximum lot coverage by all buildings and structures.* Fifty (50) percent.
- (6) *Minimum yard requirements.*
 - a. Front, fifteen (15) feet.
 - b. Side, ten (10) feet.
 - c. Rear, ten (10) feet.
- (7) *Maximum height of structures.* Forty (40) feet.

(Ord. No. 99-15, § 1, 5-24-99; Ord. No. 03-10, § 2, 4-14-03; Ord. No. 15-02, § 1, 12-14-15; Ord. No. 21-17, § 1, 10-11-21)

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 properties at 1800, 1860, 1700 N Ponce de Leon Boulevard, 7 W San Carlos Avenue, and 25 Missouri Avenue are approximately a 2.19 acre collection of property owned by Vista Hotel IV, Inc. with plans to eventually construct two (2) new hotels.

One property including 1800, 1860 N Ponce de Leon Boulevard and 7 W San Carlos is a total of 1.48 acres to be a future hotel site. And 1700 N Ponce de Leon Boulevard and 25 Missouri Avenue is the second site totaling 0.71 acres to be a future hotel site.

However, the PZB is charged with making a recommendation based on the whether the proposed request furthers the goals, objectives and policies laid out in the City of St. Augustine 2040 Comprehensive Plan, and the overall potential impact on the City's land use plan.

As stated in the code reference in the staff report and below:

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 (*Staff comments in italics*):

- (1) The need and justification for the change.

The applicant states in the Justification for the Action Requested section of the PZB application that the height would be limited to 38 feet and the proposal would reduce the intensity of the allowed uses by changing the applicable land use and zoning designations.

A land use and zoning request can not place specific caveats on properties unless a site-specific limitation is part of the land use change recommendation.

If a recommendation to change the land use and zoning designations on property is made without a site specific limitation the description of the land use as adopted in the Comprehensive Plan and the permitted uses, permitted uses by exception and any other development limitations in the zoning district would apply to the property.

- (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.

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

In the case of this request the Residential Medium Density-Mixed Use land use is a mixed-use designation, with certain ratios of commercial to residential uses and maximum development limitations. The Future Land Use Policy 6.2.3 contains a Table 1 outlining the basic limitations in each category. This category allows 16 units per acre with 50% land area maximum of industrial low and commercial uses (See Table 1), and a maximum height of 50 feet.

The existing Commercial Medium Intensity category allows for 16 units per acre with 50% of a maximum land area of residential uses, lot coverage of 70% and a maximum height of 35 feet (See Table 1).

In the descriptions there are also mixed-use ratios in both categories. The Comprehensive Plan states specifically that these ratios can be applied within buildings, properties, or citywide.

FLUE Policy 6.2.3

The adopted FLUM contains and identifies appropriate locations for the following land use categories which are established to encourage preservation, mobility and livability, to provide for the protection of natural, historic and cultural resources and to balance quality of life and economic development:

Table 1: Proposed Future Land Use Categories in the Comprehensive Plan 2040

Future Land Use	
Historic Preservation	
Historic Preservation	24 units per acre
Residential Land Uses	
Low Density	8 units per acre; public/institutional Density/intensity most restrictive adjacent
Medium Density	16 units per acre; public/institutional Density/intensity most restrictive adjacent
Mixed Use	
Low Density	8 units per acre/50% land area max commercial low/public/institutional/recreation
Medium Density	16 units per acre/50% land area max industrial low/commercial low/public/institutional/recreation
Commercial Land Uses	
Commercial Low Intensity	16 units per acre/50% land area max residential use; lot coverage 60% max with 35 foot height

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

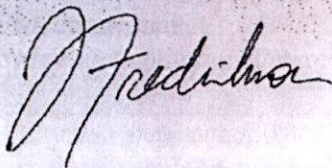
Commercial Medium Intensity	16 units per acre/50% land area max residential use; lot coverage 70% max with 35 foot height
Industrial Land Uses	
Industrial	2 units per acre: 80% lot coverage max with 35 foot height
Marine Industrial	2 units per acre: 80% lot coverage max with 35 foot height; 50% lot coverage max with 50 foot height and PUD
Open Land Land Uses	
Open Land (Very Low Density)	2 units per acre; lot coverage 20% max with 35 foot height
Open Land (Conservation)	Not Developable
Recreation	Density/intensity most restrictive adjacent
Public Land Use	
Public	Density/intensity most restrictive adjacent
Institutional	Density/intensity most restrictive adjacent
Multimodal Land Use	
Mobility Oriented Development	50 units per acre; lot coverage 80% with 65 foot height

(3) Consistency with the comprehensive plan.

This request is consistent with the Comprehensive Plan and includes a compatible request for a rezoning that would reduce the intensity of potential uses with a marginal height increase from 35 feet to 40 feet.

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

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1800 N Ponce de Leon Boulevard / PID 189750-0000
1860 N Ponce de Leon Boulevard / PID 189670-0000
7 W San Carlos Avenue / PID 189640-0000
1700 N Ponce de Leon Boulevard / PID 189790-0000
25 Missouri Avenue / PID 189780-0000
Staff Report & Recommendation



CITY OF ST AUGUSTINE
APPLICATION TO PLANNING AND ZONING BOARD

RECEIVED

NOV 07 2022

Planning/Building Dept.

Application Fee: 4400 (plus advertising costs) Project Number: 2022-0084
Receipt Number: 2499567 Meeting Date: 12/6/22
Advertising Costs: \$ _____ Paid On: _____ Receipt Number: _____

1. NAME OF APPLICANT: James G. Whitehouse, Esq. Contact Number: 904-495-0400
Business (if applicable): St. Johns Law Group
Address: 104 Sea Grove Main Street City: St. Augustine State: FL Zip: 32080
E-Mail Address: jameswhitehouse@sjlawgroup.com

2. NAME OF PROPERTY OWNER: Vista Hotel IV, Inc Contact Number: _____
Business (if applicable): _____
Address: _____ City: _____ State: _____ Zip: _____
E-Mail Address: _____

3. LEGAL DESCRIPTION OF PROJECT PROPERTY:
Lot: _____ Block: _____
Subdivision: _____ Parcel Number: 1897500000; 1896700000; 1896400000
1897900000; 1897800000

4. PROJECT STREET ADDRESS: 1800 & 1860 & 1700 N. Ponce de Leon Blvd. (US-1) - including 7 San Carlos - 25 Missouri

5. SPECIFIC PROPOSED USE: Hotel Use

6. ACTION REQUESTED:
☐ Conservation Zone Development ☐ Appeal of Staff Determination
☐ Exception ☒ Land Use Plan Amendment
☐ Variance ☒ Rezoning
☐ Other: _____

7. DESCRIPTION OF ACTION REQUESTED: SEE ATTACHED -
Request to update the land use and zoning to allow for hotel use, as is currently allowed in the commercial land use and zoning,
but to a Mixed Use land use and RGO-A zoning that will allow additional 2 and one half feet, as required for floor ceiling heights.
Small Scale Comp Plan Amdmt - Commercial Medium to Res-Mixed Use
Rezoning - CM2 to RGO-A with conditions

8. JUSTIFICATION FOR ACTION REQUESTED: SEE ATTACHED -
Both the amended Mixed Use land use and RGO-A zoning will be conditioned with the
caveat that the maximum height allowed will be 38 feet. Both the requested land
use and zoning are compatible with the area and already allow the identical requested
uses in the current commercial land use and zoning; additionally, this request actually
decreases the intensity of uses by eliminating the high intensive uses of CM-2,
including automobile service stations, repair shops, drive-in restaurants, etc.

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: _____

- (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

11/4/2022

Date

Signature of Property Owner

Date

OWNER'S AUTHORIZATION ATTACHED

04/18/2019



75 156

Owner's Authorization For Agent

I, Mr. B. Whitehouse Esc. is/are hereby authorized TO ACT ON BEHALF
OF State Hotel IV, Inc. / Kanti Patel, 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:

1800/1960/1700 N Bonde Telcor (USA) & surrounding
properties

BY: _____

Signature of Owner

Kanti Patel

Print Name of Owner

Telephone Number

404 826 5504

State of Florida

County of St. Johns

Signed and sworn before me on this 3rd day of November, 2022

By Kanti Patel

Identification verified:

Oath sworn: ☒ Yes ☐ No

Notary Signature: _____

HB

My Commission expires:

Mar 30, 2026

Rev:022117



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



\$ 700

RECEIVED

PZB APPLICATION FEE SCHEDULE

NOV 07 2022

Planning/Building Dept.

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

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

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

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

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

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

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

1800/1860/1700 US-1 North

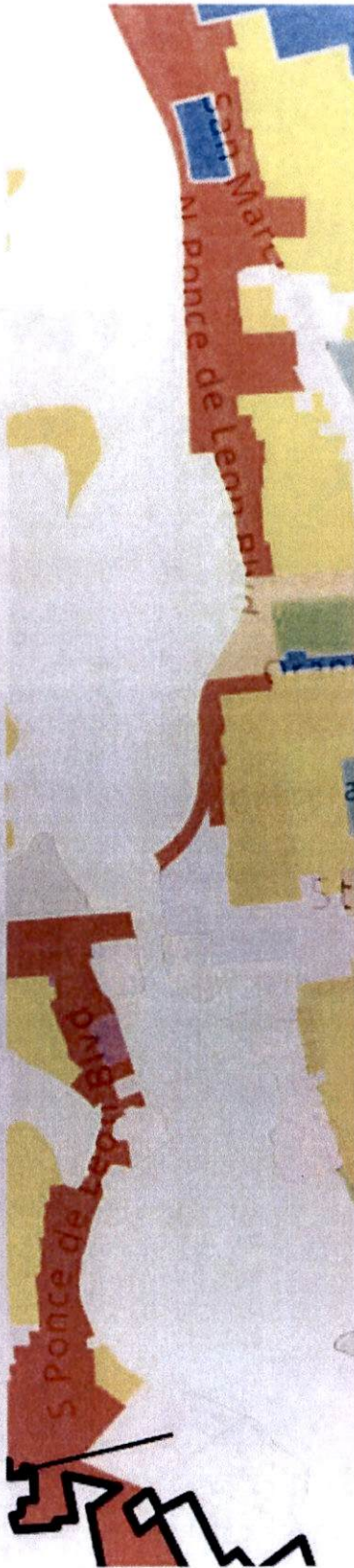
Project Address: _____

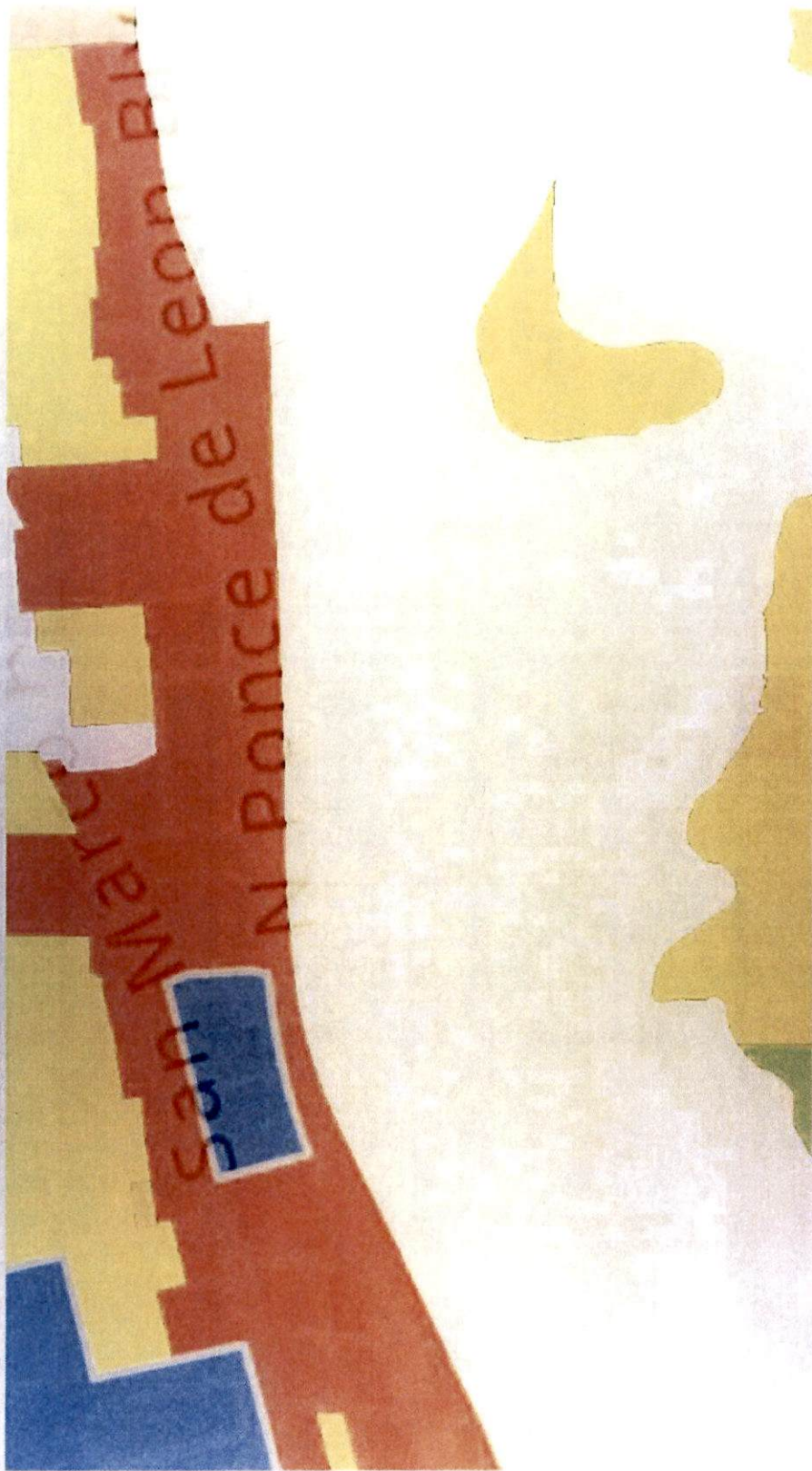
James G. Whitehouse, Esq.

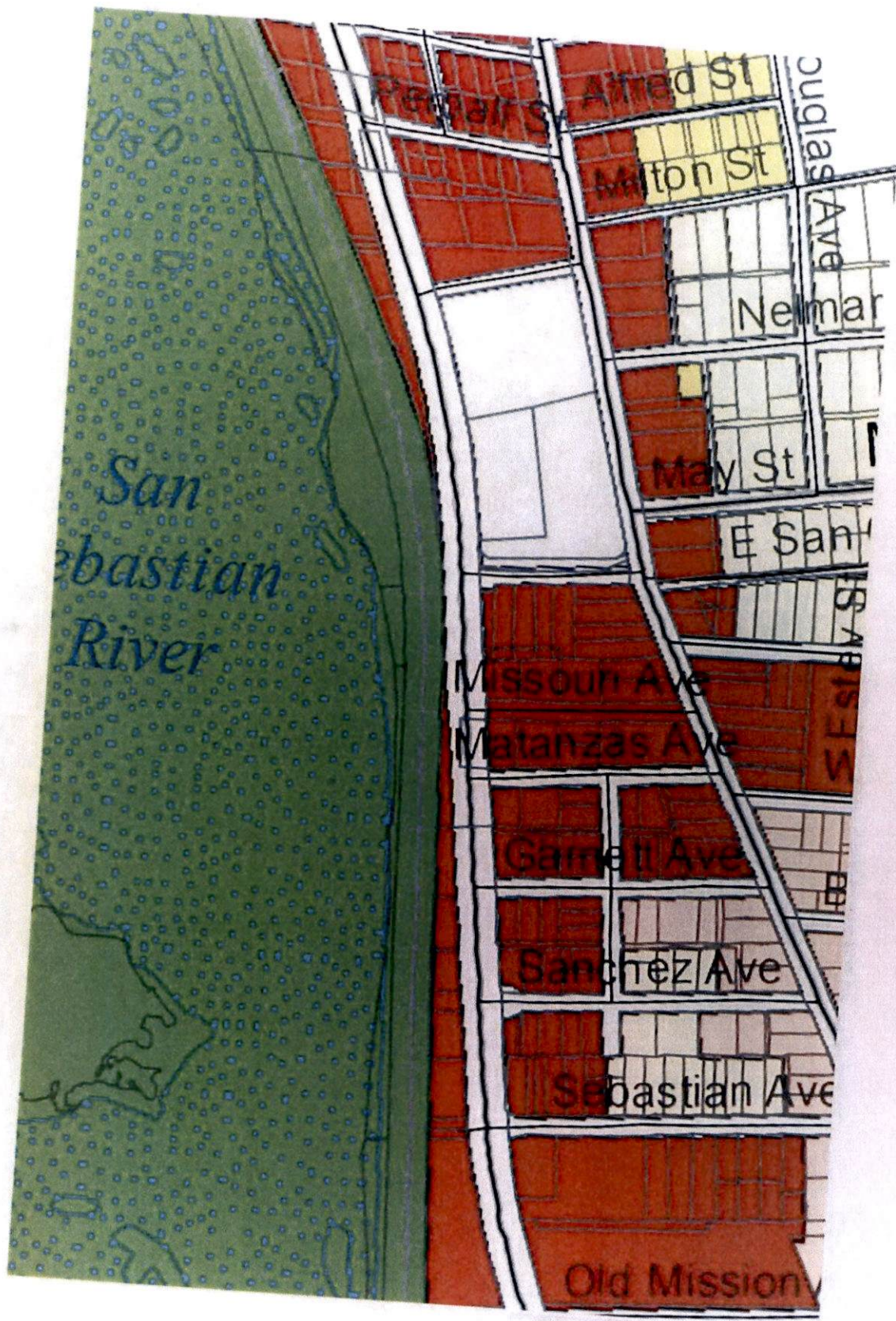
Applicant's Name: _____ Applicant's Signature: _____
Vista Hotel IV, Inc. Owners Authorization Attached

Owner's Name: _____ Owner's Signature: _____









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.

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 6.4.6

Residential Medium Density Mixed Use

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

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

To encourage mixed use developments:

- Residential uses shall occupy a minimum of 40% and a maximum of 75% of the development area, unless otherwise approved by the PZB.
- Commercial uses shall occupy a minimum of 35% and a maximum of 50% of the development area, unless otherwise approved by the PZB.

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.
- 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.
- (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.

(Code 1964, § 33-45; Ord. No. 93-03, § 1, 2-22-93; Ord. No. 00-04, § 1, 4-10-00; Ord. No. 03-17, § 5, 6-23-03; Ord. No. 06-34, § 1, 11-13-06; Ord. No. 2007-10, § 1, 7-9-07; Ord. No. 09-16, § 1, 5-11-09; Ord. 10-12, § 1, 4-12-10; Ord. No. 10-23, § 1, 8-9-10; Ord. No. 14-27, § 1, 12-8-14; Ord. No. 15-02, § 1, 12-14-15; Ord. No. 16-02, § 1, 1-25-16; Ord. No. 18-09, § 4, 6-25-18; Ord. No. 20-03, § 3, 2-10-20; Ord. No. 21-17, § 1, 10-11-21)

Intent. This district is intended to apply to those neighborhoods designated for mixed residential and commercial uses so as to create a medium intensity residential and low intensity commercial mix of uses.

(1) *Permitted uses and structures:*

- a. Multiple-family dwellings.
- b. Professional and business offices.
- c. Restaurants, but not drive-in.
- d. Retail sales such as specialty food stores and drugs (but not supermarkets), clothing and toy and hobby shops, pet shops (but not kennel or veterinarian), bookstore and newsstand, stationery and card shops, leather goods and luggage, jewelry (including repair but not pawn shops), art and photographic supplies, TV and stereo equipment (including incidental repairs), florist or gift shop, bake shop (but not wholesale bakery), sporting goods, sundries and notions, business office supplies, musical instruments, records and tapes, retail sale of alcohol and similar products, with no exterior display or storage of merchandise permitted.
- e. Marina.
- f. Museums.
- g. Parking facilities and garages.
- h. Bar/tavern.
- i. Home office, private.
- j. Hotels, motels, conference centers, convention centers and spas.
- k. Craft alcohol industry.

(2) *Permitted accessory uses and structures.* See section 28-348.

(3) *Permissible 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 use to a principal use.
- b. Light manufacturing, processing, packaging and fabricating.
- c. Housing for the cognitively impaired.
- d. Housing for the elderly.
- e. Single-family dwellings, with minimum yard requirements as defined for zoning district RS-2 and a maximum height of thirty-five (35) feet.
- f. Retirement housing, which shall be defined as any building or buildings, section or distinct part of a building, private home, boarding house, home for the aged, or other residential

facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one (1) or more personal services for a period exceeding twenty-four (24) hours to one (1) or more adults who are not relatives of the owner or administrator. Retirement housing: may provide non-invasive services such as assistance with: (i) medication management including: with medication administration (topical, oral, and by injection (although only a licensed nurse may administer any such injection)) and ordering medications from a pharmacy; (ii) arranging for the provision of independent medical services (both off the property and as "home health care" on the property); (iii) diabetes testing; (iv) diet control and administration; and (v) wellness services, which include quarterly health assessments, weight monitoring, blood pressure checks, contracting with medical professionals, and coordinating any special services required by the resident (such as acquisition of medical equipment and supplies). The term "retirement housing" does not include the provision of medical, nursing, dental, or mental health services. The term "retirement housing" also does not include nursing homes.

- g. Commercial recreational and entertainment facilities including outdoor sports or activities such as tennis, paddle tennis, handball, racquetball, shuffleboard, miniature golf, archery range and horseshoe games but not shooting gallery, skating rinks, pony rides or go-cart tracks.

(4) *Minimum lot requirements.* As per planning and zoning board site plan review.

(5) *Maximum lot coverage by all buildings and structures.* Fifty (50) percent.

(6) *Minimum yard requirements:*

- a. Front, fifteen (15) feet.
- b. Side, ten (10) feet.
- c. Rear, ten (10) feet.

(7) *Maximum height of structures.* Fifty (50) feet.

(Code 1964, § 33-26; Ord. No. 95-16, § 1, 5-8-95; Ord. No. 99-11, § 2, 3-22-99; Ord. No. 03-10, § 1, 4-14-03; Ord. No. 04-20, § 1, 1-10-05; Ord. No. 12-01, § 1, 3-16-12; Ord. No. 15-02, § 1, 12-14-15; Ord. No. 21-17, § 1, 10-11-21)

- (a) *Intent.* This district is intended to apply to those neighborhoods designated for mixed residential and commercial uses so as to create a medium intensity residential and low intensity commercial mix of uses.

(1) *Permitted uses and structures.*

- a. Multiple-family dwellings.
- b. Professional and business offices.
- c. Restaurants, but not drive-in.
- d. Retail sales such as specialty food stores and drugs (but not supermarkets), clothing and toy and hobby shops, pet shops (but not kennel or veterinarian), bookstore and newsstand, stationery and card shops, leather goods and luggage, jewelry (including repair but not pawn shops), art and photographic supplies, TV and stereo equipment (including incidental repairs), florist or gift shop, bake shop (but not wholesale bakery), sporting goods, sundries and notions, business office supplies, musical instruments, records and tapes, retail sale of alcohol and similar products, with no exterior display or storage of merchandise permitted.
- e. Marina.
- f. Museums.
- g. Parking facilities and garages.
- h. Bar/tavern.
- i. Home office, private.
- j. Hotels, motels, conference centers, convention centers and spas.
- k. Craft alcohol industry.

(2) *Permitted accessory uses and structures.* See section 28-348.

(3) *Permissible uses by exception.*

- a. See section[s] 28-347(1) and (2), special event venue as per section 28-347(8) only allowed as an accessory use to a principal use.
- b. Light manufacturing, processing, packaging and fabricating.
- c. Single-family dwellings, with minimum yard requirements as defined for zoning district RS-2 and a maximum height of thirty-five (35) feet.

(4) *Minimum lot requirements.* As per planning and zoning board site plan review.

(5) *Maximum lot coverage by all buildings and structures.* Fifty (50) percent.

(6) *Minimum yard requirements.*

- a. Front, fifteen (15) feet.

b. Side, ten (10) feet.

c. Rear, ten (10) feet.

(7) *Maximum height of structures.* Forty (40) feet.

(Ord. No. 99-15, § 1, 5-24-99; Ord. No. 03-10, § 2, 4-14-03; Ord. No. 15-02, § 1, 12-14-15; Ord. No. 21-17, § 1, 10-11-21)

Prepared by and return to:
Garry M. Glickman, Esquire
Glickman, Witters and Marell, P.A.
1601 Forum Place Ste. 1101
West Palm Beach, Florida 33401

Property Control Number: 189670-0000

WARRANTY DEED

THIS WARRANTY DEED made this 11 day of July, 2018.

1860 N. PONCE DE LEON, LLC, a Florida Limited Liability Company

whose address is: 277 Royal Poinciana Way, Suite 156, Palm Beach, FL 33480

hereafter called the Grantor, to

VISTA HOTEL IV, INC., a Florida corporation

whose address is: 32 Avenida Menendez, St. Augustine, FL 32084

hereafter called the Grantee,

(Wherever used herein the terms "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 corporation).

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS 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, to wit:

A PARCEL OF LAND BEING A PORTION OF LOTS 7, 8 AND 9 OF SANCHEZ TRACT, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, AS SHOWN ON OFFICIAL MAP OF CITY OF ST. AUGUSTINE DATED JANUARY 1, 1905, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. 5 (PROJECT SECTION NO. 7801-203) 162.00 FEET SOUTHERLY AS MEASURED ALONG SAID RIGHT OF WAY LINE FROM THE SOUTH LINE OF HOPKINS (SAN CARLOS) STREET; THENCE NORTH 6 DEGREES 50 MINUTES WEST ALONG SAID RIGHT OF WAY LINE 144.97 FEET; THENCE NORTH 86 DEGREES 30 MINUTES 30 SECONDS EAST 13.00 FEET; THENCE NORTH 73 DEGREES 37 MINUTES 30 SECONDS EAST 27.00 FEET; THENCE NORTH 3 DEGREES 29 MINUTES 30 SECONDS WEST 11.00 FEET TO A POINT ON THE SOUTH LINE OF HOPKINS STREET; THENCE NORTH 86 DEGREES 30

MINUTES 30 SECONDS EAST 93.26 FEET ALONG THE SOUTH LINE OF HOPKINS STREET TO THE NORTHEAST CORNER OF LOT 7 OF SANCHEZ TRACT; THENCE SOUTH 4 DEGREES 34 MINUTES EAST 161.70 FEET ALONG THE EAST LINE OF SAID LOT 7; THENCE SOUTH 86 DEGREES 30 MINUTES 30 SECONDS WEST 127.15 FEET TO THE POINT OF BEGINNING.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

Subject to conditions, reservations, restrictions and easements of record, provided that this instrument shall not re-impose same.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey the 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, 2017.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

1860 N. PONCE DE LEON, LLC, a Florida
Limited Liability Company

By: [Signature]
JAMIE MICKLE, as Manager

WITNESS - SIGNATURE

PRINT: Tobi Mickle

[Signature]

WITNESS - SIGNATURE

PRINT: Teresa Cicchella

STATE OF FLORIDA
COUNTY OF SARASOTA

THE FOREGOING INSTRUMENT was acknowledged before me this 9th day of July, 2018 by JAMIE MICKLE, as Manager of 1860 N. PONCE DE LEON, LLC, a Florida Limited Liability Company who is ☒ personally known to me or who has ☐ produced _____ as identification and who did/did not take an oath.

NOTARY:

SIGNATURE: [Signature]

PRINT: Margaret A. Adorian

MY COMMISSION EXPIRES:



MARGARET A ADORIAN
Commission # GG 164821
Expires April 1, 2022
Bonded Thru Budget Notary Services

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESS - SIGNATURE

PRINT: GARRY M. GLICKMAN

WITNESS - SIGNATURE *Suzette Mary*

PRINT: Suzette L. Novae

1860 N. PONCE DE LEON, LLC, a Florida
Limited Liability Company

By: LEE W. HEATON
LEE W. HEATON, as Manager

STATE OF FLORIDA

COUNTY OF PALM BEACH

THE FOREGOING INSTRUMENT was acknowledged before me this 10 day of July, 2018 by LEE W. HEATON, as Manager of 1860 N. PONCE DE LEON, LLC, a Florida Limited Liability Company who is ☒ personally known to me or who has ☐ produced _____ as identification and who did/did not take an oath.

NOTARY:

SIGNATURE:

PRINT:

MY COMMISSION EXPIRES:



THIS INSTRUMENT PREPARED BY:

Linda Logan Bryan, Esquire
Miller, Shine & Bryan, P.L.
97 Orange Street
St. Augustine, Florida 32084

**TITLE TO PROPERTY NOT
EXAMINED OR APPROVED -
LAW OFFICES OF MILLER,
SHINE & BRYAN, P.L.**

SPECIAL WARRANTY DEED

THIS INDENTURE made this 19th day of May, 2015 by **PONCE HOTEL, INC.**, a Florida corporation, whose address is 32 Avenida Menendez, St. Augustine, FL 32084, Grantor, and **VISTA HOTEL IV, INC.**, a Florida corporation whose address is 32 Avenida Menendez, St. Augustine, FL 32084, Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise and release unto the Grantee, all the right, title, interest, claim, and demand which the Grantor has in and to the following-described lot, piece or parcel of land, situate, lying and being in the County of St. Johns, Florida, to-wit:

Legal Description:	See Attached Exhibit "A";
Parcel Account No.:	189640 0000
Street Address:	7 San Carlos Avenue, St. Augustine, FL 32084;

SUBJECT TO COVENANTS, RESTRICTIONS, EASEMENTS and RESERVATIONS of record, if any; however, this reference does not operate to reimpose same; **SUBJECT TO Zoning Ordinances** that may affect subject property; **SUBJECT TO Taxes** for the year 2015 and Subsequent Years

AND the Grantor does hereby covenant with the Grantee that, except as above noted, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under it, but against none other.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered
in the presence of:

PONCE HOTEL, INC.

Mary E Horn
Print Name: MARY E Horn

Mary Beth Peters
Print Name: Mary Beth Peters

Vikesh Patel
By: Vikesh Patel
Its: President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 19th day of May, 2015,
by Vikesh Patel, President of Ponce Hotel, Inc. who is personally known to me.



Mary Beth Peters
Mary Beth Peters
Notary Public, State of Florida
My Commission Expires: 1/18/19

EXHIBIT "A"

PARCEL 2:

BEING A PORTION OF LOTS 5 AND 6, OF THE SANCHEZ TRACT, ACCORDING TO PLAT OF THE CITY OF ST. AUGUSTINE, FLORIDA, DATED JANUARY 1, 1908 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF MISSOURI AVENUE AND THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY #1 AS PRESENTLY ESTABLISHED; THENCE NORTH $06^{\circ}49'41''$ WEST, A DISTANCE OF 135.82' TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #1 AS PRESENTLY ESTABLISHED; THENCE NORTH $88^{\circ}55'02''$ EAST, A DISTANCE OF 127.22' TO THE POINT OF BEGINNING; THENCE NORTH $04^{\circ}31'25''$ WEST, A DISTANCE OF 181.70' TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAN CARLOS AVENUE; THENCE NORTH $88^{\circ}18'53''$ EAST ALONG SAID RIGHT-OF-WAY OF SAN CARLOS AVENUE, A DISTANCE OF 100.00' TO THE NORTHWESTERLY CORNER OF LOT 4, OF THE SANCHEZ TRACT, CITY OF ST. AUGUSTINE; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY OF SAN CARLOS AVENUE SOUTH $04^{\circ}31'25''$ EAST, A DISTANCE OF 185.89' TO THE SOUTHWESTERLY CORNER OF LOT 1 OF THE SANCHEZ TRACT, CITY OF ST. AUGUSTINE; THENCE SOUTH $88^{\circ}18'28''$ WEST, A DISTANCE OF 32.89'; THENCE NORTH $04^{\circ}31'08''$ WEST, A DISTANCE OF 21.70'; THENCE SOUTH $88^{\circ}55'02''$ WEST, A DISTANCE OF 87.86 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.384 ACRES MORE OR LESS.

TOGETHER WITH AN EASEMENT FOR INGRESS/EGRESS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF MISSOURI AVENUE AND THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY #1 AS PRESENTLY ESTABLISHED; THENCE NORTH $06^{\circ}49'41''$ WEST, A DISTANCE OF 135.82' TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #1 AS PRESENTLY ESTABLISHED; THENCE NORTH $88^{\circ}55'02''$ EAST, A DISTANCE OF 100.22' TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE NORTH $88^{\circ}55'02''$ EAST, A DISTANCE OF 15.00'; THENCE SOUTH $04^{\circ}31'08''$ EAST, A DISTANCE OF 132.75' TO THE NORTHERLY RIGHT-OF-WAY LINE MISSOURI AVENUE; THENCE SOUTH $88^{\circ}18'30''$ WEST ALONG SAID RIGHT-OF-WAY OF MISSOURI AVENUE, A DISTANCE OF 15.00'; THENCE LEAVING SAID RIGHT-OF-WAY OF MISSOURI AVENUE NORTH $04^{\circ}31'08''$ WEST, A DISTANCE OF 132.10' TO THE POINT OF BEGINNING.

THIS INSTRUMENT PREPARED BY
AND RECORD AND RETURN TO:

William C. Hagin, Esq.
LeBoeuf, Lamb, Greene & MacRae LLP
50 North Laura Street, Suite 2800
Jacksonville, Florida 32202

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed this 23rd day of January, 2007, by BOZARD LAND, LLC, a Florida limited liability company, whose address is 1700 North Ponce de Leon Boulevard, St. Augustine, FL 32084, hereinafter called the Grantor to, VISTA HOTEL IV, INC., a Florida corporation, whose mailing address is 32 Avenida Menendez, St. Augustine, FL 32084, hereinafter called the Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars, and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in St. Johns County, Florida, which is described as follows:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF
(THE "PROPERTY")

TOGETHER with all tenements, hereditaments, improvements (if any), easements and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever; SUBJECT, HOWEVER to the exceptions set forth on EXHIBIT B hereto:

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey the property; and that the Property is free of all encumbrances except the matters herein-above mentioned to which this Deed is made subject. The Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

Wherever used herein the terms "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.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents to be effective the day and year first written above.

BOZARD LAND, LLC

Signed, sealed and delivered in the presence of:

John D. Banta
Print Name: JOHN D BANTA

By: Harold William Shad, III
Name: Harold William Shad, III

Gloria M Banta
Print Name: GLORIA M BANTA

Address: 1700 North Ponce de Leon Boulevard
St. Augustine, FL 32084

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 23 day of January, 2007, by Harold William Shad, III the Manager of Bozard Land, LLC, a Florida limited liability company. He is either ☒ personally known to me or ☐ has produced a FL state driver's license as identification.

Gloria M Banta
Name: _____
Notary Public, State and County aforesaid
Commission Number: _____
My commission expires: _____

[Notarial Seal]



EXHIBIT "A"

PARCEL 1:

EAST ¼ OF LOT 2, BLOCK 5, GARNETT ADDITION, AS DESCRIBED IN THE OFFICIAL PLAT OF THE CITY OF ST. AUGUSTINE, MADE BY ROBERT RANSON, DATED JANUARY 1, 1905 ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 2:

THE WEST ¼ OF LOT 2, BLOCK 5, GARNETT'S SUBDIVISION, AS SHOWN BY PLAT NOW ON RECORD IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA IN DEED BOOK "SS" AT PAGE 189.

PARCEL 3:

THE WEST ¼ OF LOT 3, BLOCK 8, BEING GARNETT AND CUNNINGHAM SUBDIVISION IN THE NORTH PART OF THE CITY OF ST. AUGUSTINE, AS BY REFERENCE TO MAP ON FILE IN THE COUNTY CLERK'S OFFICE IN MAP BOOK 1, PAGE 91 AND DESIGNATED AS LOT 3, BLOCK 8, THE ENTIRE LOT BEING IN FRONT 100 FEET AND IN THE DEPTH 110 FEET, MORE OR LESS, THE PROPERTY CONVEYED TO ALEX CAPO AND GERTRUDE CAPO JANUARY 13TH, A.D. 1893, RECORDED IN BOOK TT PAGE 180.

THE ABOVE PROPERTY BEING ALSO DESCRIBED AS THE WEST ¼ OF LOT 3, BLOCK 5, GARNETT SUBDIVISION, AS PER OFFICIAL MAP OF THE CITY OF ST. AUGUSTINE, FLORIDA. EXCEPTING RIGHT OF WAY FOR ROAD AS DESCRIBED IN DEED BOOK 210, PAGE 405.

PARCEL 4:

THE SOUTH 50 FEET OF LOT 1, BLOCK 5, GARNETT ADDITION TO THE CITY OF ST. AUGUSTINE, ACCORDING TO MAP THEREOF DATED JANUARY 1, 1905 AND FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA, SAID LANDS FRONTING 50 FEET ON CUNNINGHAM CENTER ON THE EAST, 100 FEET ON GARNETT AVENUE ON THE SOUTH AND BEING BOUNDED ON THE NORTH BY THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 213, PAGE 183, OF THE ST. JOHNS COUNTY PUBLIC RECORDS.

PARCEL 5:

THE NORTH $\frac{1}{2}$ OF LOT 1, BLOCK 5 OF GARNETT'S SUBDIVISION OF ST. AUGUSTINE, AS SHOWN ON THE OFFICIAL MAP OF SAID CITY OF ST. AUGUSTINE, FLORIDA, DATED JUNE 12, 1923, SAID PLAT BEING ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

SAID NORTH $\frac{1}{2}$ OF LOT 1, BLOCK 5 HAS A FRONTAGE OF 60 FEET ON THE CUNNINGHAM AVENUE AND A DEPTH OF 100 FEET, EXTENDING WEST OF LOT NOW OR FORMERLY OWNED BY STEVE MCCORMICK.

PARCEL 6:

ALL OF 6, BLOCK 5, GARNETT SUBDIVISION IN THE CITY OF ST. AUGUSTINE, ACCORDING TO THE OFFICIAL MAP OF SAID CITY, DATED JANUARY 1, 1905 AND DRAWN BY ROBERT RANSON, EXCEPTING THAT PORTION OF SAID LAND IN DEED BOOK 209, PAGE 145, ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH:

LOT 7, BLOCK 5 OF THE GARNETT SUBDIVISION OF THE CITY OF ST. AUGUSTINE, FLORIDA, ACCORDING TO OFFICIAL MAP OF THE CITY OF ST. AUGUSTINE DATED JANUARY 1, A.D. 1905, A COPY OF WHICH IS NOW OF RECORD AND ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 7:

THE SOUTH $\frac{1}{2}$ OF LOT 8, BLOCK 5, GARNETT SUBDIVISION OF THE CITY OF ST. AUGUSTINE, FLORIDA, ACCORDING TO OFFICIAL MAP OF SAID CITY DATED JANUARY 1, 1905, OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 9:

IN THE CITY OF ST. AUGUSTINE, FLORIDA, THE SOUTH $\frac{1}{2}$ OF LOT 1, BLOCK 3 OF THE GARNETT SUBDIVISION, ACCORDING TO THE OFFICIAL MAP OF SAID CITY RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF LOT 2 AND LOT 3, BLOCK 3, GARNETT SUBDIVISION, ST. AUGUSTINE, FLORIDA, AS SHOWN BY OFFICIAL MAP OF THE CITY OF ST. AUGUSTINE, FLORIDA, SAID PLAT BEING ON FILE AND OF RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

PARCEL 10:

THE NORTH $\frac{1}{4}$ OF LOT 1, BLOCK 3, OF THE GARNETT SUBDIVISION, ACCORDING TO THE OFFICIAL MAP OF THE CITY OF ST. AUGUSTINE, FLORIDA, RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR ST. JOHNS COUNTY, FLORIDA.

PARCEL 11:

BLOCK 2 OF GARNETT'S ADDITION TO THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, ACCORDING TO OFFICIAL MAP OF ST. AUGUSTINE DATED JUNE 12, 1923.

A MORE PARTICULAR DESCRIPTION OF SAID BLOCK ACCORDING TO ITS PRESENT LINES AND BOUNDARIES IS AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID BLOCK 2, AT THE INTERSECTION OF THE EASTERLY PROPERTY LINE OF SAID BLOCK ON SAN MARCO AVENUE, WITH THE SOUTHERLY PROPERTY LINE OF SAID BLOCK ON MATANZA STREET, AS MARKED BY A PERMANENT MONUMENT CONSISTING OF A 3 INCH IRON PIPE WHICH IS SET AT THAT POINT. SAID POINT BEING 32.5 FEET WESTWARDLY MEASURED AT RIGHT ANGLES FROM THE CENTER LINE OF SAN MARCO AVENUE AND 25 FEET NORTHWARDLY MEASURED AT RIGHT ANGLES FROM THE CENTER OF MATANZA STREET; RUN THENCE SOUTH $84^{\circ}30'$ WEST ALONG THE SOUTHERLY PROPERTY LINE OF SAID BLOCK, 222 FEET TO THE POINT OF INTERSECTION WITH THE WESTERLY PROPERTY LINE OF SAID BLOCK ON CUNNINGHAM AVENUE; RUN THENCE NORTH $5^{\circ}15'$ WEST ALONG THE WESTERLY PROPERTY LINE OF SAID BLOCK, 110 FEET TO THE POINT OF INTERSECTION WITH THE NORTHERLY PROPERTY LINE OF SAID BLOCK ON MISSOURI STREET; RUN THENCE NORTH $83^{\circ}39'$ EAST ALONG THE NORTHERLY PROPERTY LINE OF SAID BLOCK, 175.65 FEET MORE OR LESS TO THE POINT OF THE INTERSECTION WITH THE EASTERLY PROPERTY LINE OF SAID BLOCK ON SAN MARCO AVENUE; RUN THENCE SOUTH $27^{\circ}54'$ EAST ALONG THE EASTERLY PROPERTY LINE OF SAID BLOCK, 121.5 FEET TO THE POINT OF BEGINNING, THIS PROPERTY BEING BOUNDED ON THE EAST BY SAN MARCO AVENUE, ON THE SOUTH BY MATANZA STREET, ON THE WEST BY CUNNINGHAM AVENUE AND ON THE NORTH BY MISSOURI STREET, AS SHOWN BY PLAT ATTACHED TO AND MADE PART OF WARRANTY DEED DATED SEPTEMBER 27, 1938 FROM ROCKLAND COUNTY REALTY CO. TO H. D. POLLARD. ALL COURSES ARE ON MAGNETIC BEARINGS.

PARCEL 12:

LOTS 4 AND 5, BLOCK 1, GARNETT ADDITION, CITY OF ST. AUGUSTINE, FLORIDA, ST. JOHNS COUNTY. EXCEPTING RIGHT OF WAY OF STATE ROAD NO. 5. AND ALSO: LOTS 7,8 AND 9, OF THE SANCHEZ TRACT, ACCORDING TO PLAT OF THE CITY OF ST. AUGUSTINE, FLORIDA, DATED JANUARY 1, 1905. EXCEPTING THERE FROM RIGHT OF WAY OF STATE ROAD NO. 5, AND THAT PORTION OF SAID LAND CONVEYED TO STANFORD OIL CO., AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 10, PAGE 349, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. ALSO WITH: THAT PART OF LOTS 5 AND 6, SANCHEZ TRACT, AS SHOWN ON THE OFFICIAL MAP THE CITY OF ST. AUGUSTINE, DATED JANUARY 1, 1905, DESCRIBED AS FOLLOWS: FROM THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; RUN NORTH 0°23' WEST ALONG THE WEST LINE OF SAID LOT 6, 22.80 FEET; THENCE SOUTH 88°53' 30" EAST, 67.85 FEET; THENCE SOUTH 0°01'30" EAST 21.49 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 5 AND THE NORTH LINE OF LOT 4, SAID GARNETT ADDITION; THENCE DUE WEST, ALONG SAID SOUTH LINE OF LOTS 5 AND 6, SANCHEZ TRACT, AND THE NORTH LINE OF SAID LOT 4, GARNETT ADDITION, 67.70 FEET TO THE POINT OF BEGINNING.

PARCEL 13:

BEING A PART OF LOTS 5 AND 6, SANCHEZ TRACT, CITY OF ST. AUGUSTINE, FLORIDA, AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

IN THE CITY OF ST. AUGUSTINE, IN NORTH CITY, THE LOT DESIGNATED UPON THE OFFICIAL MAP OF SAID CITY, DATED JANUARY 1, 1905 AS LOT 5 OF THE SANCHEZ TRACT, MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE SOUTH LINE OF A STREET AT THE NORTHERN LIMITS OF SAID CITY 150 FEET WESTERLY FROM ITS INTERSECTION WITH SAN MARCO AVENUE; THENCE SOUTHERLY 183'10" TO LAND OF R.B. GARNETT; THENCE WESTERLY 50 FEET; THENCE NORTHERLY 180'10" MORE OR LESS TO THE SOUTH LINE OF SAID STREET, AT THE NORTHERN LIMITS OF THE CITY; THENCE EASTERLY 50 FEET TO THE PLACE OF BEGINNING.

LOT 6 IN THE SANCHEZ SUBDIVISION IN THE CITY OF ST. AUGUSTINE, COUNTY OF ST. JOHNS AND STATE OF FLORIDA; BEGINNING IN THE NORTH LINE OF THE CITY LIMITS, 200 FEET WESTERLY FROM SAN MARCO AVENUE AND RUNNING THENCE WESTERLY 50 FEET; THENCE SOUTHERLY 183 FEET AND 10 INCHES MORE OR LESS TO LAND OF GARNETT; THENCE EASTERLY IN GARNETT'S NORTH LINE 50 FEET; THENCE NORTHERLY 183 FEET 10 INCHES MORE OR LESS TO PLACE OF BEGINNING.

THE ABOVE DESCRIBED LOTS 5 AND 6 ARE LESS AND EXCEPT THE FOLLOWING:

FROM THE POINT OF BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6, RUN NORTH $0^{\circ}23'$ WEST ALONG THE WEST LINE OF SAID LOT 6, 22.80 FEET; THENCE SOUTH $88^{\circ}53'30''$ EAST, 67.85 FEET, THROUGH LOT 6 AND PART OF LOT 5, A DISTANCE OF 67.85 FEET; THENCE SOUTH $0^{\circ}01'30''$ EAST 21.49 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE DUE WEST ALONG THE SAID SOUTH LINE OF LOTS 5 AND 6, A DISTANCE OF 67.7 FEET TO THE POINT OF BEGINNING.

Exhibit "B"

SCHEDULE OF PERMITTED EXCEPTIONS

1. Taxes and assessments for the year 2007 and subsequent years, which are not yet due and payable.

JK239609.2

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: January 11, 2023

RE: **Ordinance 2023-05 – Amending the Zoning of 1800 North Ponce de Leon Boulevard, 1860 North Ponce de Leon Boulevard and 7 San Carlos Avenue from Commercial Medium-Two (CM-2) to Residential General Office-A (RGO-A) – Second Reading and Public Hearing**

The property at 1800 North Ponce de Leon Boulevard, 1860 North Ponce de Leon Boulevard and 7 San Carlos Avenue is a 1.48-acre parcel that is on Ponce de Leon Boulevard between Missouri and West San Carlos Avenues. The property is surrounded by commercial property on two sides with the San Sebastian Riverine environment to the west across US 1 (Ponce de Leon Boulevard) and Government Use (GU) property to the north that includes the St. Johns County main library. This property is owned by Vista Hotel IV, Inc.

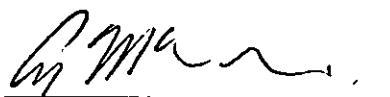
The city's Future Land Use Map (FLUM) designates Commercial Medium Intensity as the land use category for these properties. The owner has also requested to change the land use to the consistent category of Residential Medium Density Mixed Use. The application is to rezone the property to Residential General Office-A (RGO-A), which is consistent with the proposed land use category. The owner is proposing a hotel for the property.

On December 6, 2022, the Planning and Zoning Board (PZB) made a positive recommendation to amend the zoning of these properties from CM-2 to RGO-A.

On January 9, 2023, the City Commission passed this ordinance on First Reading.

Attached you will find the Ordinance, and legal description and a map illustrating the requested change. The packet of information provided to the PZB is included with the land use plan amendment material.

Please place Ordinance 2023-05 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. 2023-05

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING APPROXIMATELY 1.48 ACRES OF PROPERTY LOCATED AT 1800 NORTH PONCE DE LEON BOULEVARD, 1860 NORTH PONCE DE LEON BOULEVARD AND 7 SAN CARLOS AVENUE IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT CLASSIFICATION OF COMMERCIAL MEDIUM-TWO (CM-2) TO THE CITY OF ST. AUGUSTINE CLASSIFICATION OF RESIDENTIAL GENERAL OFFICE-A (RGO-A); 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 1.48 acres of land, located at 1800 North Ponce de Leon Boulevard (PIN #189750 0000), 1860 North Ponce de Leon Boulevard (PIN #189670 0000), and 7 San Carlos Avenue (PIN #189640 0000) commonly known as the Powersports 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 1.48 acres commonly known as the Powersports Property located on Ponce de Leon Boulevard between Missouri and West San Carlos Avenues in the City of St. Augustine, and identified by the St. Johns County Property Appraiser as containing approximately 1.48 acres of land, located at 1800 North Ponce de Leon Boulevard (PIN #189750 0000),

1860 North Ponce de Leon Boulevard (PIN #189670 0000), and 7 San Carlos Avenue (PIN #189640 0000), is hereby rezoned from the classification of Commercial Medium-two (CM-2) and to the City of St. Augustine classification of Residential General Office-A (RGO-A), 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 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. 2023-04 or, if Ordinance No. 2023-04 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 _____, 2023.

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

Prepared by and return to:
Garry M. Glickman, Esquire
Glickman, Witters and Marell, P.A.
1601 Forum Place Ste. 1101
West Palm Beach, Florida 33401

Property Control Number: 189670-0000

WARRANTY DEED

THIS WARRANTY DEED made this 11 day of July, 2018.

1860 N. PONCE DE LEON, LLC, a Florida Limited Liability Company

whose address is: 277 Royal Poinciana Way, Suite 156, Palm Beach, FL 33480

hereafter called the Grantor, to

VISTA HOTEL IV, INC., a Florida corporation

whose address is: 32 Avenida Menendez, St. Augustine, FL 32084

hereafter called the Grantee,

(Wherever used herein the terms "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 corporation).

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN (\$10.00) DOLLARS 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, to wit:

A PARCEL OF LAND BEING A PORTION OF LOTS 7, 8 AND 9 OF SANCHEZ TRACT, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, AS SHOWN ON OFFICIAL MAP OF CITY OF ST. AUGUSTINE DATED JANUARY 1, 1905, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. 5 (PROJECT SECTION NO. 7801-203) 162.00 FEET SOUTHERLY AS MEASURED ALONG SAID RIGHT OF WAY LINE FROM THE SOUTH LINE OF HOPKINS (SAN CARLOS) STREET; THENCE NORTH 6 DEGREES 50 MINUTES WEST ALONG SAID RIGHT OF WAY LINE 144.97 FEET; THENCE NORTH 86 DEGREES 30 MINUTES 30 SECONDS EAST 13.00 FEET; THENCE NORTH 73 DEGREES 37 MINUTES 30 SECONDS EAST 27.00 FEET; THENCE NORTH 3 DEGREES 29 MINUTES 30 SECONDS WEST 11.00 FEET TO A POINT ON THE SOUTH LINE OF HOPKINS STREET; THENCE NORTH 86 DEGREES 30

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESS - SIGNATURE

PRINT: GARRY M. GULKMAN

WITNESS - SIGNATURE Suzette M. Gray

PRINT: Suzette L. Novae

1860 N. PONCE DE LEON, LLC, a Florida
Limited Liability Company

By: LEE W. HEATON, as Manager

STATE OF FLORIDA

COUNTY OF PALM BEACH

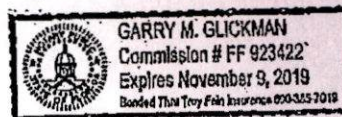
THE FOREGOING INSTRUMENT was acknowledged before me this 10 day of July, 2018 by LEE W. HEATON, as Manager of 1860 N. PONCE DE LEON, LLC, a Florida Limited Liability Company who is ☒ personally known to me or who has ☐ produced _____ as identification and who did/did not take an oath.

NOTARY:

SIGNATURE: [Signature]

PRINT: _____

MY COMMISSION EXPIRES:



THIS INSTRUMENT PREPARED BY:

Linda Logan Bryan, Esquire
Miller, Shine & Bryan, P.L.
97 Orange Street
St. Augustine, Florida 32084

**TITLE TO PROPERTY NOT
EXAMINED OR APPROVED -
LAW OFFICES OF MILLER,
SHINE & BRYAN, P.L.**

SPECIAL WARRANTY DEED

THIS INDENTURE made this 19th day of May, 2015 by **PONCE HOTEL, INC.**, a Florida corporation, whose address is 32 Avenida Menendez, St. Augustine, FL 32084, Grantor, and **VISTA HOTEL IV, INC.**, a Florida corporation whose address is 32 Avenida Menendez, St. Augustine, FL 32084, Grantee.

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), and other good and valuable consideration, in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby remise and release unto the Grantee, all the right, title, interest, claim, and demand which the Grantor has in and to the following-described lot, piece or parcel of land, situate, lying and being in the County of St. Johns, Florida, to-wit:

Legal Description:	See Attached Exhibit "A";
Parcel Account No.:	189640 0000
Street Address:	7 San Carlos Avenue, St. Augustine, FL 32084;

SUBJECT TO COVENANTS, RESTRICTIONS, EASEMENTS and RESERVATIONS of record, if any; however, this reference does not operate to reimpose same; **SUBJECT TO Zoning Ordinances** that may affect subject property; **SUBJECT TO Taxes** for the year 2015 and Subsequent Years

AND the Grantor does hereby covenant with the Grantee that, except as above noted, at the time of the delivery of this Deed, the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under it, but against none other.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered
in the presence of:

PONCE HOTEL, INC.

Mary E Horn
Print Name: MARY E Horn

Mary Beth Peters
Print Name: Mary Beth Peters

Vikesh Patel
By: Vikesh Patel
Its: President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 19th day of May, 2015,
by Vikesh Patel, President of Ponce Hotel, Inc. who is personally known to me.



Mary Beth Peters
Mary Beth Peters
Notary Public, State of Florida
My Commission Expires: 1/18/19

BK: 4029 PG: 1840

7 San Carlos

EXHIBIT "A"**PARCEL 2:**

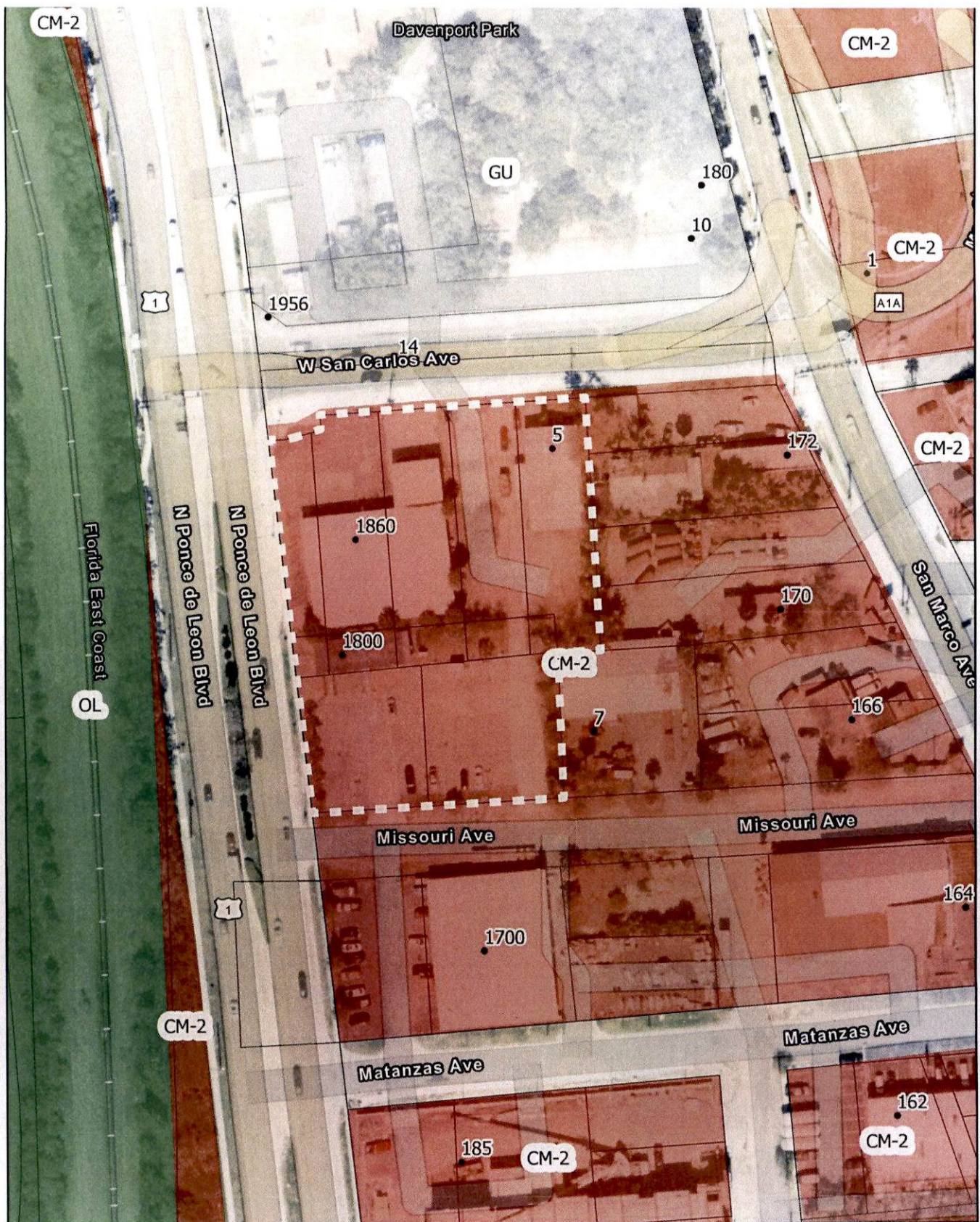
BEING A PORTION OF LOTS 5 AND 6, OF THE SANCHEZ TRACT, ACCORDING TO PLAT OF THE CITY OF ST. AUGUSTINE, FLORIDA, DATED JANUARY 1, 1905 AND BEING MORE FULLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF MISSOURI AVENUE AND THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY #1 AS PRESENTLY ESTABLISHED; THENCE NORTH $08^{\circ}49'41''$ WEST, A DISTANCE OF 135.02' TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #1 AS PRESENTLY ESTABLISHED; THENCE NORTH $08^{\circ}55'02''$ EAST, A DISTANCE OF 127.22' TO THE POINT OF BEGINNING; THENCE NORTH $04^{\circ}31'25''$ WEST, A DISTANCE OF 181.70' TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAN CARLOS AVENUE; THENCE NORTH $08^{\circ}16'53''$ EAST ALONG SAID RIGHT-OF-WAY OF SAN CARLOS AVENUE, A DISTANCE OF 100.00' TO THE NORTHWESTERLY CORNER OF LOT 4, OF THE SANCHEZ TRACT, CITY OF ST. AUGUSTINE; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY OF SAN CARLOS AVENUE SOUTH $04^{\circ}38'58''$ EAST, A DISTANCE OF 183.89' TO THE SOUTHWESTERLY CORNER OF LOT 1 OF THE SANCHEZ TRACT, CITY OF ST. AUGUSTINE; THENCE SOUTH $68^{\circ}50'28''$ WEST, A DISTANCE OF 32.25'; THENCE NORTH $04^{\circ}13'00''$ WEST, A DISTANCE OF 21.70'; THENCE SOUTH $08^{\circ}55'02''$ WEST, A DISTANCE OF 07.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.354 ACRES MORE OR LESS

TOGETHER WITH AN EASEMENT FOR INGRESS/EGRESS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF MISSOURI AVENUE AND THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY #1 AS PRESENTLY ESTABLISHED; THENCE NORTH $08^{\circ}49'41''$ WEST, A DISTANCE OF 135.02' TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY #1 AS PRESENTLY ESTABLISHED; THENCE NORTH $08^{\circ}55'02''$ EAST, A DISTANCE OF 100.22' TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; THENCE NORTH $08^{\circ}55'02''$ EAST, A DISTANCE OF 15.00'; THENCE SOUTH $04^{\circ}31'25''$ EAST, A DISTANCE OF 131.75' TO THE NORTHERLY RIGHT-OF-WAY LINE MISSOURI AVENUE; THENCE SOUTH $85^{\circ}35'58''$ WEST, ALONG SAID RIGHT-OF-WAY OF MISSOURI AVENUE, A DISTANCE OF 13.00'; THENCE LEAVING SAID RIGHT-OF-WAY OF MISSOURI AVENUE NORTH $04^{\circ}13'00''$ WEST, A DISTANCE OF 132.10' TO THE POINT OF BEGINNING.



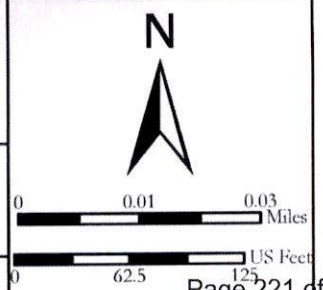
Current Zoning of 1800 & 1860 N Ponce de Leon Boulevard and 7 San Carlos Avenue

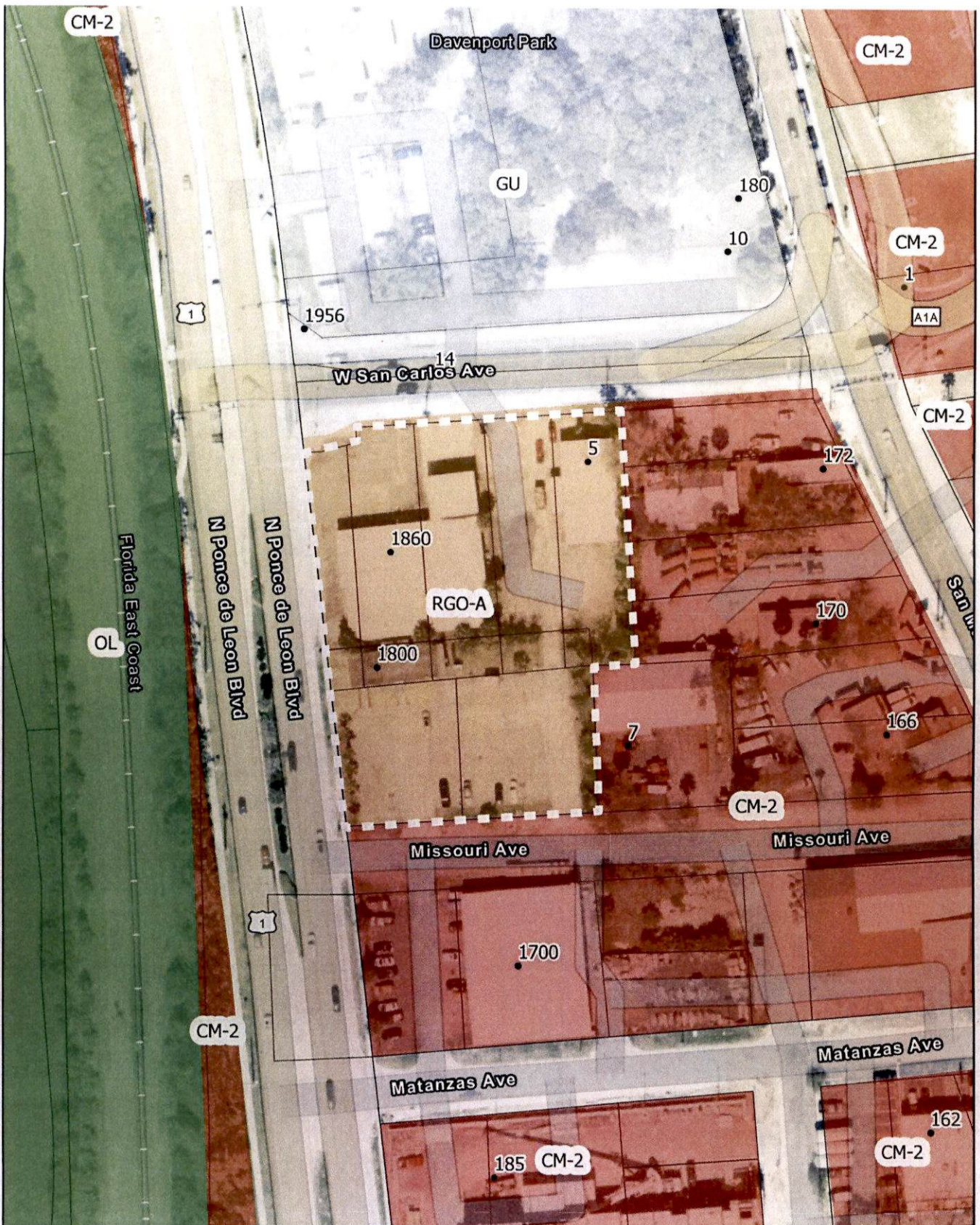


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2022

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet





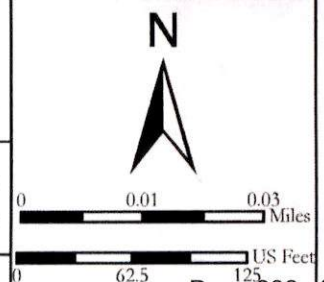
Proposed Zoning of 1800 & 1860 N Ponce de Leon Boulevard and 7 San Carlos Avenue



St Johns County, Maxar, Microsoft, Esri Community Maps Contributors,
FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,

2022

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: January 12, 2023

RE: **Ordinance 2023-06 – Amending the Future Land Use Designation of a 2.32-acre portion of 865 Fish Island Road south of State Road 312 from Public to Commercial Medium Intensity – First Reading**

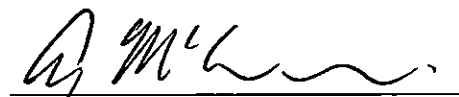
The property south of State Road 312 is an approximate 2.32 portion of city property that is currently part of a larger piece of city property located at 865 Fish Island Road. The subject property is located between 700 Plantation Island Drive South and 950 Plantation Island Drive South. The area is surrounded by commercial property on three sides and has residential medium density property on the fourth side. This property is currently owned by the city of St. Augustine.

The city's Future Land Use Map (FLUM) identifies Public as the land use category for this piece. City staff as directed by the City Commission has filed an application requesting to change the land use to the Commercial Medium Intensity land use category. An application to rezone the property to Commercial Medium-two (CM-2), which is consistent with the proposed land use category has also been submitted. The city is currently proposing to sell the property.

On January 3, 2023, the Planning and Zoning Board (PZB) made a positive recommendation to amend the future land use of these properties from Public to Commercial Medium Intensity. Attached you will find the Ordinance, and legal description, a map illustrating the requested change, and the packet of information regarding this application and the compatible rezoning provided to the PZB.

Please place Ordinance 2023-06 on the City Commission agenda for first reading.

If you have any questions, please let me know.



Amy McClure Skinner, AICP
Director
Planning and Building Department

ORDINANCE NO. 2023-06

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION OF APPROXIMATELY 2.32 ACRES OF PROPERTY LOCATED SOUTH OF STATE ROAD 312 BEING A PORTION OF 865 FISH ISLAND ROAD BETWEEN 700 PLANTATION ISLAND DRIVE SOUTH AND 950 PLANTATION ISLAND DRIVE SOUTH IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT DESIGNATION OF PUBLIC TO A DESIGNATION OF COMMERCIAL MEDIUM INTENSITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Augustine, Florida finds that all legal requirements have been met, a public hearing has been held and the Planning and Zoning Board has recommended that parcels of property containing approximately 2.32 acres of land, located south of State Road 312 being a portion of 865 Fish Island Road (PIN #161930 0000) between 700 Plantation Island Drive South and 950 Plantation Island Drive South being more fully described herein, that the property's Future Land Use Map (FLUM) designation should be amended from Public to Commercial Medium Intensity;

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

Section 1. Amending Comprehensive Plan, Future Land Use Map. The following described property, containing approximately 2.32 acres being a portion of 865 Fish Island Road located south of State Road 312 in the City of St. Augustine, and identified on the Future Land Use Map (FLUM) of the City's Comprehensive Plan 2040 as Public, is hereby amended to the classification of Commercial Medium Intensity. This

property is also known as the southern portion of Parcel Number 161930 0000, between 700 Plantation Island Drive South and 950 Plantation Island Drive South 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 _____, 2023.

ATTEST:

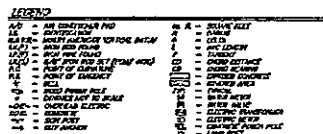
Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

§

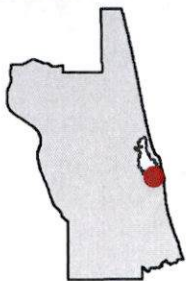
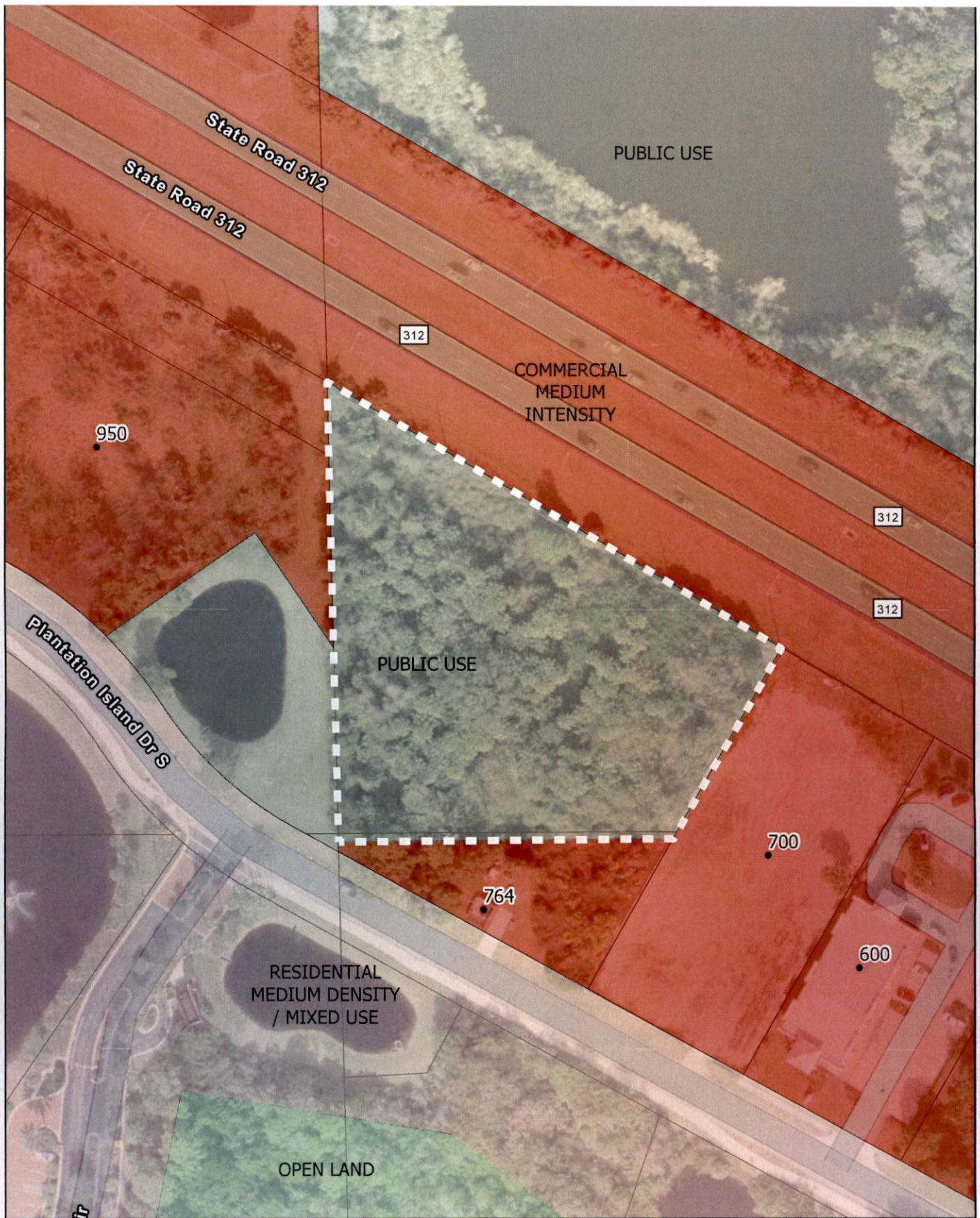
CHARTERED BY
CITY OF ST. AUGUSTINE, FLORIDA



GRAPHIC SCALE

1"=100'

1. NAME JOHN F. KUTZ
 2. ADDRESS 1000 1st St. N.E. Washington, D.C. 20002
 3. TELEPHONE 202-691-1234
 4. DATE 10/10/70
 5. TO THE PRESIDENT OF THE UNITED STATES
 6. FROM JOHN F. KUTZ
 7. SUBJECT RE: THE PRESIDENT'S ORDER OF OCTOBER 7, 1970, SUSPENDING THE HART-CELLER ACT
 8. REASON FOR REQUEST TO REQUEST THAT THE PRESIDENT'S ORDER BE REVOKED
 9. STATEMENT OF FACTS THE PRESIDENT'S ORDER OF OCTOBER 7, 1970, SUSPENDING THE HART-CELLER ACT, IS A VIOLATION OF THE CONSTITUTION AND SHOULD BE REVOKED.
 10. CONCLUSION THE PRESIDENT'S ORDER OF OCTOBER 7, 1970, SUSPENDING THE HART-CELLER ACT, IS A VIOLATION OF THE CONSTITUTION AND SHOULD BE REVOKED.



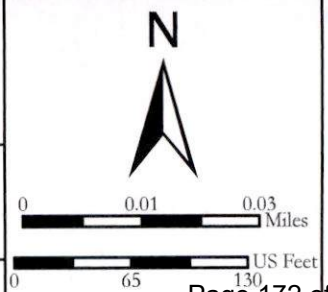
Current Land Use of 2.32 Acres of 865 Fish Island Drive South of SR 312

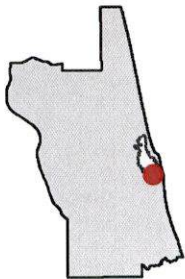
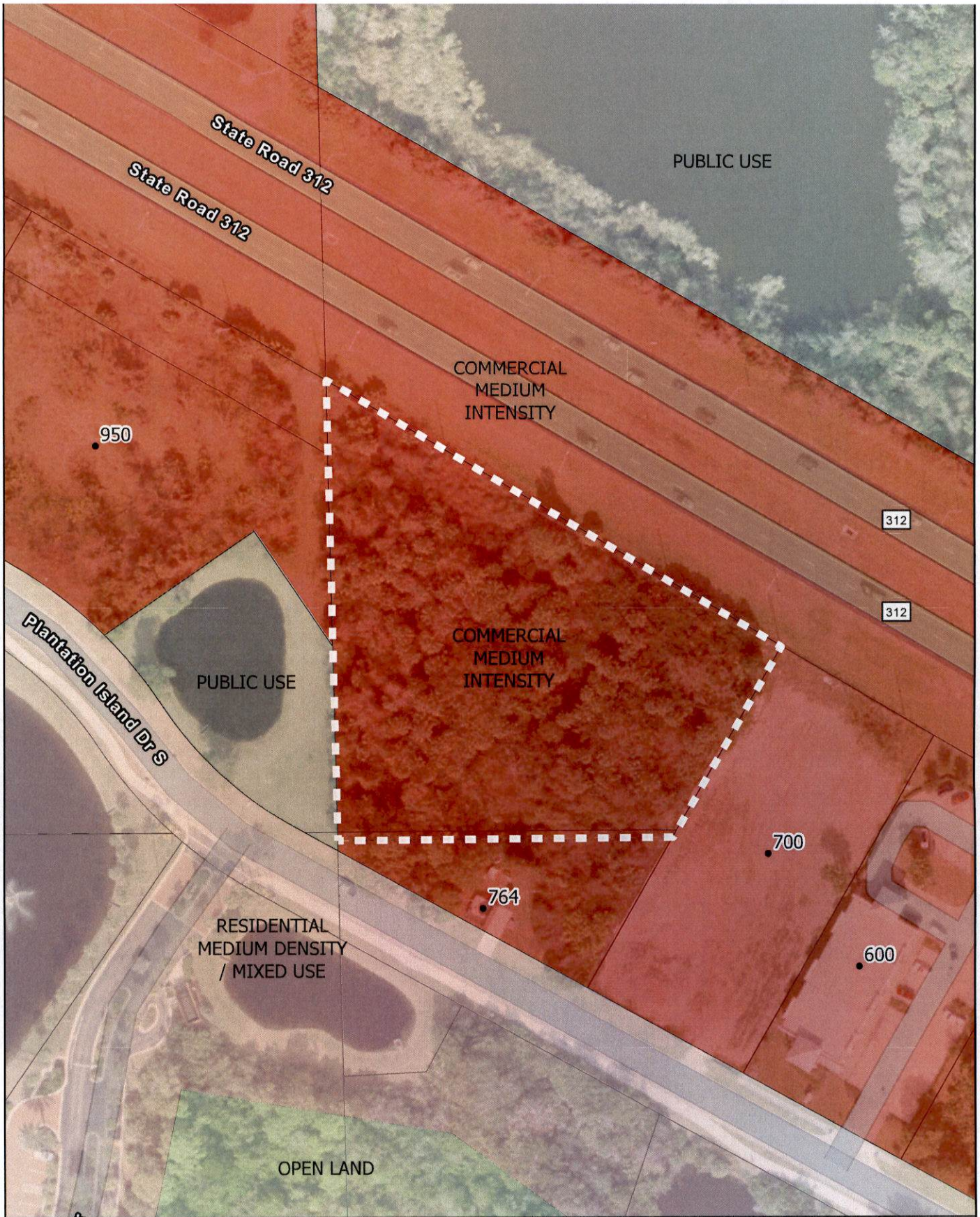


St Johns County, Maxar, Microsoft, Esri Community Maps Contributors,
FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,

2023

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet





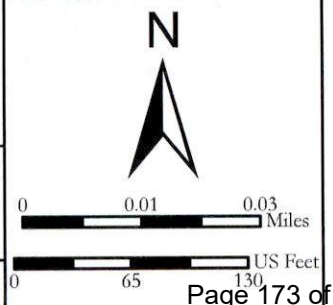
Proposed Land Use of 2.32 Acres of 865 Fish Island Drive South of SR 312



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2023

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

TO: Planning and Zoning Board

DATE: January 3, 2023

RE: **COMPREHENSIVE PLAN LAND USE PLAN AMENDMENT AND
REZONING 2022-0092**

AGENDA ITEM 8(a)

APPLICANT & OWNER City of Saint Augustine

LOCATION Portion of 865 Fish Island Road / PID 161930-0000
Related to Approximately 2.32 acres south of SR 312
between 700 Plantation Island Drive S and 950
Plantation Island Drive S aka 764 Plantation Island
Drive S

REQUEST To amend the current land use of Public Use to
Commercial Medium Intensity and to rezone the
property from Government Use (GU) to Commercial
Medium-Two (CM-2).

CURRENT LAND USE Public

CURRENT ZONING Government Use District (GU)

PROPOSED LAND USE Commercial Medium Intensity

PROPOSED ZONING Commercial Medium-Two (CM-2)

APPLICABLE CODES/ORDINANCES FOR COMPREHENSIVE PLAN AMENDMENTS
AND REZONINGS

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

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

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

- (d) *Board report to commission.* If the board recommends approval of the amendment or rezoning, the board shall forward its recommendation and report to the city commission.

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

Comprehensive Plan Land Use Plan Amendment

The current Comprehensive Plan land use designation of the approximately 2.32 acres of property south of SR 312 between 700 Plantation Island Drive S and 950 Plantation Island Drive S aka 764 Plantation Island Drive S is Public which is compatible with the zoning designation of Government Use District (GU).

The City of St. Augustine is requesting to change the land use designation to Commercial Medium Intensity to allow for the sale of the property to the private sector and allow for development, which would not be allowed if it were to continue to have a Public Future Land Use Designation.

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

FLUE Policy 6.5.2

Commercial Medium Intensity

This district is intended to apply where adequate traffic circulation capacity is available to provide medium intensity automotive oriented commercial and service uses and related facilities, and to area 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.

The Public land use category is defined in the Future Land Use Element of the 2040 Comprehensive Plan and outlined below:

FLUE Policy 6.8.1

Public

It is the intent of this district that certain lands, which are owned by federal, state or local government or are associated with the government and are used for a purpose which is particularly and peculiarly related to governmental functions, shall be designated Public. The density and intensity will adhere to the most restrictive adjacent land use designation.

Rezoning

The current Zoning designation for the of the approximately 2.32 acres of property south of SR 312 between 700 Plantation Island Drive S and 950 Plantation Island Drive S aka 764 Plantation Island Drive S is Government Use District (GU). The property is also currently vacant except for a pump station located along Plantation Island Drive S.

The request is a change of land use and zoning so that the City may sell the property. Government Use District can only be developed by the public sector while a zoning designation of Commercial Medium-Two (CM-2) would allow the private sector to develop the property.

Below are the permitted uses for each zoning district for reference. The intended use of the property is a commercial enterprise, much like the existing development along State Road 312 and Plantation Island Drive S.

The specific proposed zoning district regulations are included below:

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

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

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

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

- kennels in soundproof building, pest control, carpenter or cabinet shop, home equipment rental, ice delivery station, job printing or newspaper, marina, radio or television broadcasting transmitter, antenna, office and studio facilities, banks and financial institutions, video rentals, funeral homes, travel agencies, electronic equipment/TV repair shop, employment offices, upholstery, furniture refinishing and similar establishments.
- c. Establishments or facilities for the retail sale and service of all alcoholic beverages, either for on-premises or off-premises consumption, or both.
 - d. Any type of wholesale, jobber or distributorship business where the total operation does not require more than four thousand (4,000) square feet of floor space; no vehicle is used in excess of one-and-one-half-ton capacity; all merchandise is stored within an enclosed building; and no heavy machinery or manufacturing is located on the premises.
 - e. Hotels and motels with or without kitchenettes.
 - f. Building trades contractor not requiring outside storage; nor the use of any vehicle in excess of one-ton capacity; nor any machinery, ditching machines, tractors, bulldozers or other heavy construction equipment.
 - g. Multifamily dwellings as for RG-1.
 - h. Colleges.
 - i. Shopping plaza or shopping center.
 - j. Intermediate care facilities.
 - k. Home office, private.
 - l. Agricultural market, outdoor or indoor.
 - m. Special event venue as per [section 28-347\(8\)](#).
 - n. Craft alcohol industry. See also [section 28-209\(1\)d](#). for limitations on any type of wholesale, jobber or distributorship business.
- (2) *Permitted accessory uses.* See [section 28-348](#).
- (3) *Permissible uses by exception:*
- a. As provided in [section 28-347](#).
 - b. Wholesale, warehouse, or storage use, to include miniwarehouses, and self-storage facilities.
 - c. Building trades contractor with outside storage yard and heavy construction equipment.
 - d. Boatyard.
 - e. Light manufacturing, processing (including food processing but not slaughterhouse), packaging or fabricating and candy manufacturing.
 - f. Bulk storage yards, including bulk storage of flammable liquids.
 - g. Open air theaters, but not drive-in theaters.
 - h. Commercial, recreational and entertainment facilities such as museums, carnival or circus, shooting gallery, skating rink, pony ride, go-cart track, athletic complexes, arena, auditorium, convention center, dance hall, indoor theater and similar uses; provided, however, such uses do not have temporary facilities which exceed more than thirty-five (35) feet in height for more than thirty (30) days in any calendar year. For

the purpose of this section, exceeding the height at any time during a twenty-four-hour period constitutes a day.

- i. Palmist, astrologist, psychics, clairvoyants, phrenologists and similar uses.
- j. Businesses that offer for sale new or used automobiles, trucks, boats and tractors.
- k. Uses and structures as for RG-1 (section [28-163](#)).
- l. Facilities for sales, trade, gift, display, storage, delivery or on-site commercial consumption of legally available marijuana.

(4) *Minimum lot requirements (width and area):*

- a. Minimum lot width, one hundred (100) feet.
- b. Minimum lot area, fifteen thousand (15,000) square feet; except as specifically required for certain uses.

(5) *Maximum lot coverage of all buildings.* Seventy-five (75) percent.

(6) *Minimum yard requirements:*

- a. Front, zero feet minimum, thirty (30) feet maximum, except for property abutting U.S. Highway No. 1 for which the front yard requirements shall be ten (10) feet minimum and no maximum. Buildings must front an arterial road if the property is located along an arterial, and front two (2) arterial roads if the property is located adjacent to two (2) or more arterial roads. The front yard requirement shall be measured from the property line to the building, excluding awnings, portes cochere, balconies, porches, canopies, or other non-occupied appendages.
- b. Side, five (5) feet.
- c. Rear, five (5) feet.
- d. Minimum yard requirements for the San Marco Avenue Design Standards. Development within the San Marco Avenue Design Standards entranceway corridor area including the use of the residential typology requires a front setback fifteen (15) feet minimum, thirty (30) feet maximum. Development within the San Marco Avenue Design Standards entranceway corridor area including the use of the traditional commercial typology requires a front setback zero feet minimum, ten (10) feet maximum, and zero feet side setback consistent with the chart in the design standards.

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

(8) *Vehicular access:* Facilities for sales, trade, gift, display, storage, delivery or on-site commercial consumption of legally available marijuana shall require a condition of direct vehicular access to a roadway functional classification of principal arterial-urban U.S. Highway 1.

(Code 1964, § 33-45; Ord. No. 93-03, § 1, 2-22-93; Ord. No. 00-04, § 1, 4-10-00; Ord. No. 03-17, § 5, 6-23-03; Ord. No. 06-34, § 1, 11-13-06; Ord. No. 2007-10, § I, 7-9-07; Ord. No. 09-16, § 1, 5-11-09; Ord. 10-12, § 1, 4-12-10; Ord. No. 10-23, § 1, 8-9-10; Ord. No. 14-27, § 1, 12-8-14; Ord. No. 15-02, § 1, 12-14-15; Ord. No. 16-02, § 1, 1-25-16; Ord. No. 18-09, § 4, 6-25-18; Ord. No. 20-03, § 3, 2-10-20; Ord. No. 21-17, § 1, 10-11-21)

CM-1 uses are also allowed in the CM-2 Zoning District see below:

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 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.

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

- 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 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\(3\)](#).

(Code 1964, § 33-44; Ord. No. 99-11, § 3, 3-22-99; Ord. No. 06-34, § 1, 11-13-06; Ord. No. 15-02, § 1, 12-14-15; Ord. No. 16-02, § 1, 1-25-16; Ord. No. 20-03, § 3, 2-10-20; Ord. No. 21-17, § 2, 10-11-21)

The existing zoning district of Government Use District (GU) is outlined below:

Sec. 28-266. - Government use district: GU.

Intent. It is the intent of this division that certain lands, which are owned by federal, state or local government and are used for a purpose which is particularly and peculiarly related to governmental functions, shall be placed in a government use—GU district. Any lawful governmental activity is permitted upon such lands without restriction so long as the title to the land is vested in the government. Provided, however, that as to lands the title of which is vested with the government but leased to private persons, firms or corporations, such lands may be used for any private lawful purpose specifically authorized by the lease agreement under which the tenant holds possession. Any lands in a GU district which are converted to private ownership shall be rezoned to a district other than GU as lands in the GU district are restricted exclusively to governmental functions. This provision shall not, however, be deemed to prevent the use by any government of lands located in districts other than GU, provided such use is in compliance with all provisions of this chapter applicable to such other districts.

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 PZB is charged with making a recommendation based on whether the proposed request furthers the goals, objectives and policies laid out in the City of St. Augustine 2040 Comprehensive Plan, and the overall potential impact on the City's land use plan.

As stated in the code reference in the staff report and below:

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 (*Staff comments in italics*):

- (1) The need and justification for the change.

In order for the City to effectively market and sell the previously mentioned property it must be zoned to allow for private sector development.

- (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.

The proposed Commercial Medium Intensity category allows for 16 units per acre with 50% of a maximum land area of residential uses, lot coverage of 70% and a maximum height of 35 feet (See Table 1).

The proposed CM-2 zoning district is consistent with the proposed land use category.

This is consistent with the future land use designation and zoning districts in the area.

FLUE Policy 6.2.3

The adopted FLUM contains and identifies appropriate locations for the following land use categories which are established to encourage preservation, mobility and livability, to provide for the protection of natural, historic and cultural resources and to balance quality of life and economic development:

Table 1: Proposed Future Land Use Categories in the Comprehensive Plan 2040

Future Land Use Categories	Maximum Density/Intensity
Historic Preservation	
Historic Preservation	24 units per acre
Residential Land Uses	
Low Density	8 units per acre; public/institutional Density/intensity most restrictive adjacent
Medium Density	16 units per acre; public/institutional Density/intensity most restrictive adjacent
Mixed Use	
Low Density	8 units per acre/50% land area max commercial low/public/institutional/recreation
Medium Density	16 units per acre/50% land area max industrial low/commercial low/public/institutional/recreation
Commercial Land Uses	
Commercial Low Intensity	16 units per acre/50% land area max residential use; lot coverage 60% max with 35 foot height
Commercial Medium Intensity	16 units per acre/50% land area max residential use; lot coverage 70% max with 35 foot height
Industrial Land Uses	
Industrial	2 units per acre: 80% lot coverage max with 35 foot height
Marine Industrial	2 units per acre: 80% lot coverage max with 35 foot height; 50% lot coverage max with 50 foot height and PUD
Open Land Land Uses	
Open Land (Very Low Density)	2 units per acre; lot coverage 20% max with 35 foot height
Open Land (Conservation)	Not Developable
Recreation	Density/intensity most restrictive adjacent
Public Land Use	
Public	Density/intensity most restrictive adjacent
Institutional	Density/intensity most restrictive adjacent
Multimodal Land Use	
Mobility Oriented Development	50 units per acre; lot coverage 80% with 65 foot height

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

(3) Consistency with the comprehensive plan.

This request is consistent with the Comprehensive Plan and includes a compatible request for a rezoning that would give all the property between State Road 312 and Plantation Island Drive S identical zoning 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



CITY OF ST AUGUSTINE APPLICATION TO PLANNING AND ZONING BOARD

Application Fee: _____ (plus advertising costs) Project Number: 2022-0092
 Receipt Number: _____ Meeting Date: 6/10/23
 Advertising Costs: \$ _____ Paid On: _____ Receipt Number: _____

1. NAME OF APPLICANT: City of St. Augustine Contact Number: 904-825-1006

Business (if applicable): _____

Address: 75 King Street City: St. Augustine State: FL Zip: 32084

E-Mail Address: dbirchim@citystaug.com

2. NAME OF PROPERTY OWNER: City of St. Augustine Contact Number: 904-825-1006

Business (if applicable): _____

Address: 75 King Street City: St. Augustine State: FL Zip: 32084

E-Mail Address: dbirchim@citystaug.com

3. LEGAL DESCRIPTION OF PROJECT PROPERTY:

Lot: _____

Block: _____

Subdivision: _____

Parcel Number: a portion of 161930 0000

4. PROJECT STREET ADDRESS: 800 Plantation Island Drive (aka 764 PLANTATION ISLAND DRIVE)

5. SPECIFIC PROPOSED USE: none

6. ACTION REQUESTED:

☐ Conservation Zone Development

☐ Appeal of Staff Determination

☐ Exception

☐ Land Use Plan Amendment

☐ Variance

☒ Rezoning

☐ Other: Future Land Use Map (FLUM) Amendment

7. DESCRIPTION OF ACTION REQUESTED: To amend the FLUM designation from Public Use to Commercial Medium Intensity and to amend the zoning from Government Use (GU) to Commercial Medium-two (CM-2) for a portion of the property at 800 Plantation Island Drive.

8. JUSTIFICATION FOR ACTION REQUESTED: The City Commission has authorized the sale of this parcel of land. It currently has split zoning, Government Use (GU) and Commercial Medium-two (CM-2). The parcel can not be developed in the private sector with GU zoning so that portion of the property must be rezoned to CM-2. All other commercial parcels on Plantation Island Drive have CM-2 zoning so this request is consistent with the zoning of neighboring properties.

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

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

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

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

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

10. **PREVIOUS 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.

David Buchin

Signature of Applicant

8/25/22

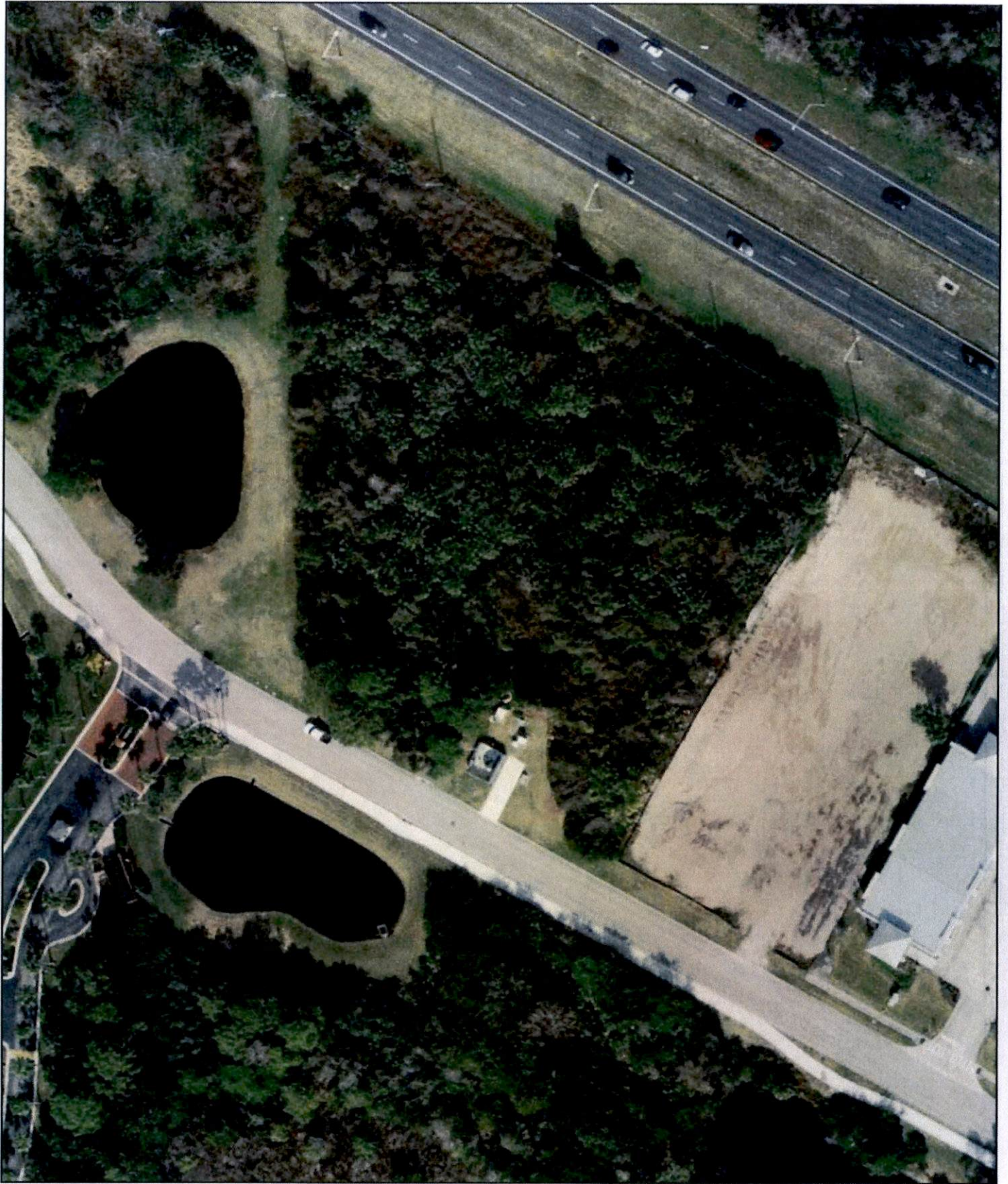
Date

David Buchin

Signature of Property Owner

8/25/22

Date



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: 12/6/2022



Apply for Exemptions

[Apply for Exemptions](#)

2022 TRIM Notice

[2022 TRIM Notice \(PDF\)](#)

Summary

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



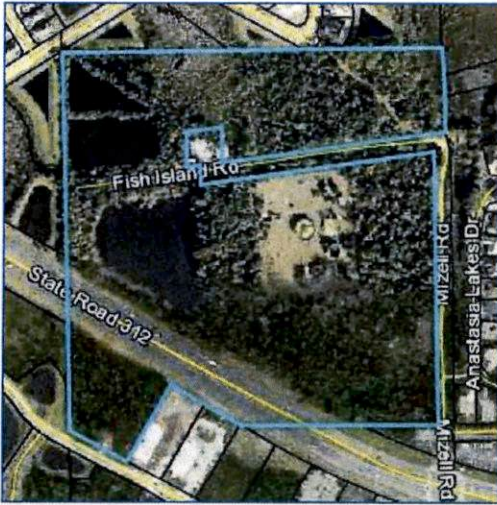
Parcel ID 1619300000
 Location 865 FISH ISLAND RD
 Address SAINT AUGUSTINE 32080-0000
 Neighborhood Anastasia Island (COM) (2650.01)
 Tax 15 NW1/4 OF SW1/4 (EX R/W FISH ISLAND RD & E30FT S OF FISH ISLAND RD IN R/W CO RD & 4.33 AC IN R/W SR 312 IN OR228/113 & EX E'LY TRI PT OF PT LYING S OF SR312 IN OR1460/1214) & TRI PT OF SW1/4 OF SW1/4 & PT OF SEC 29 AS DESCRIBED IN OR1460/1211 (EX PT LEASED IN OR1201/1343 & 1513/807) & 50FT OF R/W ON S R/W LINE OF SR312 & THAT PT OF FISH IS RD IN SEC 28 VACATED BY CITY ORD 2002-23 DB236/174 & OR1669/1060(Q/C) & OR1841/282(CITY ORD)
 Description*
 *The Description above is not to be used on legal documents.
 Property Use Utilities (9100)
 Code
 Subdivision N/A
 Sec/Twp/Rng 28-7-30
 District City of St Augustine (District 452)
 Millage Rate 19.3368
 Acreage 36.390
 Homestead N

Owner Information

Owner Name [City Of St Augustine](#) 100%
 Mailing Address PO BOX 210
 SAINT AUGUSTINE, FL 32085-0210

Exemption Information

Exemption Type	Status	Amount
City		\$962,601



Valuation Information

	2022
Building Value	\$8,658
Extra Features Value	\$2,853
Total Land Value	\$951,090
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$962,601
Total Deferred	\$0
Assessed Value	\$962,601
Total Exemptions	\$962,601
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	\$8,916	\$2,907	\$951,090	\$0	\$0	\$962,913	\$962,913	\$962,913	\$0
2020	\$9,175	\$3,015	\$951,090	\$0	\$0	\$963,280	\$963,280	\$963,280	\$0
2019	\$7,861	\$3,026	\$951,090	\$0	\$0	\$961,977	\$961,977	\$961,977	\$0
2018	\$8,077	\$3,077	\$951,090	\$0	\$0	\$962,244	\$962,244	\$962,244	\$0
2017	\$8,292	\$3,128	\$951,090	\$0	\$0	\$962,510	\$962,510	\$962,510	\$0
2016	\$8,508	\$3,180	\$951,090	\$0	\$0	\$962,778	\$962,778	\$962,778	\$0
2015	\$8,723	\$3,231	\$951,090	\$0	\$0	\$963,044	\$963,044	\$963,044	\$0
2014	\$8,311	\$3,298	\$951,090	\$0	\$0	\$962,699	\$962,699	\$962,699	\$0
2013	\$8,514	\$3,367	\$951,090	\$0	\$0	\$962,971	\$962,971	\$962,971	\$0
2012	\$8,716	\$3,434	\$951,090	\$0	\$0	\$963,240	\$963,240	\$963,240	\$0
2011	\$8,622	\$3,502	\$951,090	\$0	\$0	\$963,214	\$963,214	\$963,214	\$0
2010	\$8,721	\$3,570	\$951,090	\$0	\$0	\$963,381	\$963,381	\$963,381	\$0

Building Information

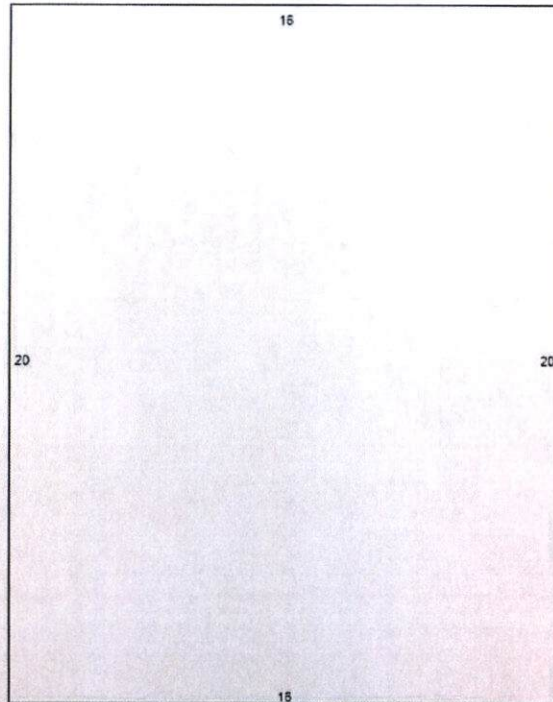
Building	1
Year Built	1997
Actual Area	320
Conditioned Area	320
Use	Utility Sheds
Style	04
Class	N
Exterior Wall	Concrete Block

Roof Cover	Composite Shingle
Roof Structure	Gable Hip
Interior Flooring	Concrete Finish
Interior Wall	
Heating Type	
Air Conditioning	Window
Bedrooms	
Baths	

Description	Square Footage
BASE AREA	320
Total SqFt	320

Sketch Information

Room Type
Base



Extra Feature Information

Code Description	Status	Value
Metal Fence 6'		2122
Storage Building		480
Storage Building		168
Concrete Paving		83

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Utilities	0	0	1585150	SF	\$951,090

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
	10/28/2002	\$0.00	VACATION OF R/W	1841	282	U	V	CITY OF ST AUGUSTINE	CITY OF ST AUGUSTINE
	10/8/2001	\$0.00	QUIT CLAIM DEED	1669	1060	U	V	FLA DEPT OF TRANSPORTATION	CITY OF ST AUGUSTINE
	9/13/1999	\$0.00	WARRANTY DEED	1460	1211	U	V	MIZELL ZANE RYMAN & MIZELL HOWARD	CITY OF ST AUGUSTINE
	4/24/1957	\$0.00	WARRANTY DEED	236	174	U	V	MODEL LAND COMPANY	CITY OF ST AUGUSTINE

No data available for the following modules: Sales Questionnaire Form.

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](#)
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Last Data Upload: 8/20/2022, 12:24:45 AM

Developed by
 Schneider
 GEOSPATIAL

Version 2.3.2.4

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- No evidence showing the land was a functioning ecosystem and it was not Fish Island
- Property was constrained by a State Road and several sites, and they needed context for the site
- City had been close to 90% built out for decades
- Property was only part of the City because the City limits were expanded over the years
- Understood all the arguments to make this a passive park, but wanted to put this in a larger context

VOTE ON MOTION:

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

10.C. Sale or retention of 800 Plantation Island Drive South.

Mr. Birchim reviewed the property and noted that it had a small lift station, zoning was split between Commercial Medium II and Government Use, the site contained part of an old landfill, and it was recently appraised at \$1.8 Million cleaned. He said the Commission had two options, and the first was to sell the property "AS IS" and allow prospective buyers to do the due diligence to determine the cost of mitigation, then return to the Commission to decide whether to reduce the price. He noted they could also perform a Phase I and Phase II environmental study to determine the cost of mitigation and then adjust the listing price accordingly. He said the second option was to keep the property and inventory it.

Mr. Birchim stated if the City performed the work on the front end, a buyer would also want the work done; therefore, this was duplicative and unnecessary, but it would be a true cost to mitigate the land material. He requested permission to send a request for qualifications for professional and qualified real estate services in the community, which

would bring a continuing service contract with the City. He said if the Commission chose to sell the property, the listing would be sent to all qualified real estate companies, and the Commission would select the real estate broker providing the best deal.

Commissioner Valdes said there was a certain wisdom to holding the land in inventory, but he questioned the cost of a Phase I and Phase II environmental audit which would be the quickest way to sell the property. He said if they decided to sell, then they should get an audit which would make it easier to sell since no one would buy it without an audit. He noted they could take the proceeds and earmark them for the homeless and a shelter.

Commissioner Sikes-Kline stated she was inclined to do nothing, and she questioned whether selling the property served the citizens.

In response to Commissioner Blonder's inquiry regarding earmarking the proceeds for a particular City need, Mr. Birchim stated the City Commission controlled the decision of whether to earmark all or a portion of the proceeds to pay for what they chose.

Commissioner Horvath questioned whether the property was better served as a homeless shelter, and she stated if it was unnecessary to sell the property then they could wait and decide in the future, as property would not get any cheaper.

Mayor Upchurch cited the several conversations for things the Commission wanted but felt the money was not there, such as signs and the homeless shelter. He said the City was better served to sell the property that would never be used for a homeless shelter and had no practical benefit, and to hold the money rather than earmark it. He concluded they were better off listing it while understanding negotiations would be required, since it would be a

duplicated cost for the City and the buyers to have an environmental completed.

MOTION

Mayor Upchurch **MOVED** that they first do the Request for Quotation (RFQ) from real estate services and title company services to obtain real estate advice in order to list the property, and that City staff proceed to list the property for sale based upon the advice of the real estate agency. The motion was **SECONDED** by Commissioner Horvath.

VOTE ON MOTION:

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

NAYES: None

MOTION APPROVED UNANIMOUSLY

11. ITEMS BY CITY ATTORNEY

(None)

12. ITEMS BY CITY CLERK

(None)

13. ITEMS BY CITY MANAGER

(None)

14. ITEMS BY MAYOR AND COMMISSIONERS

Commissioner Sikes-Kline advised she had received pictures of the homeless laying and sleeping in the streets on the south into St. George Street and in the Plaza. She said they were aware of the problem, and she had spoken with staff regarding solutions. She continued this was a vagrancy issue, and she asked if they could get back on track with the programs and moving towards solutions and questioned if this included expanding the zones.

Mr. Regan conceded to the Commissioner's request.

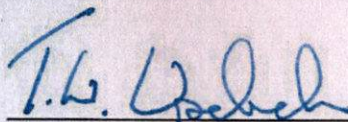
Commissioner Horvath stated the City Clerk had drafted a Proclamation for the Poet Laureate position and noted her plan to meet with Christina Parrish Stone, Executive Director of the Cultural Council. She questioned setting up a committee which might include the Flagler College English Department, and she said she would work on the Literary City designation.

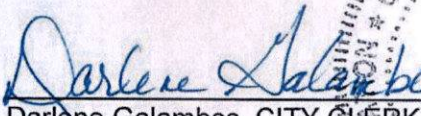
Commissioner Blonder asked for consideration of an Ordinance which banned the use of Kratom in the City which was addressed in a memorandum from the City Attorney's office.¹ She said Kratom was a tea, available over the counter in convenience stores and vaping shops, and the ingredients interacted with the brain's opioid receptors; therefore, it was addictive and unregulated. She continued that several U.S. States had banned it, along with all European countries, and the DEA had a notice of intent to institute the emergency scheduling of its active ingredients; however, the Kratom industry blocked it.

Mayor Upchurch requested the ability for himself and the Commission to learn more about Kratom, review the memorandum, and address the topic at the next meeting.

15. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:05 P.M.²

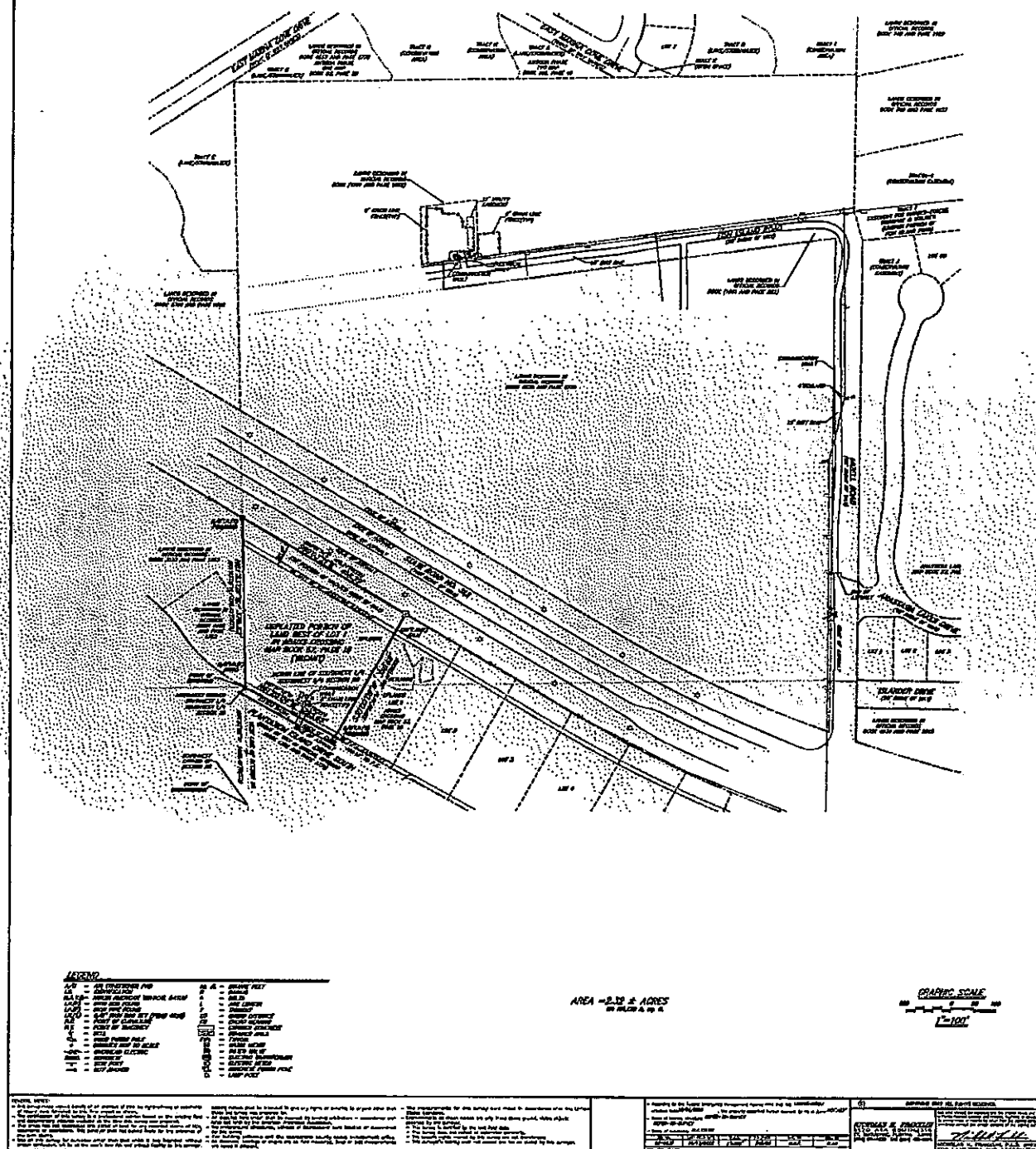

Tracy Upchurch, MAYOR


Darlene Galambos, CITY CLERK



¹ Included with original minutes

² Transcribed by Laura Morse

[illegible][illegible]

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: January 12, 2023

RE: **Ordinance 2023-07 – Amending the Zoning of a 2.32-acre portion of 865 Fish Island Road south of State Road 312 from Government Use District (GU) to Commercial Medium-Two (CM-2) – First Reading**

The property south of State Road 312 is an approximate 2.32 portion of city property that is currently part of a larger piece of city property located at 865 Fish Island Road. The subject property is located between 700 Plantation Island Drive South and 950 Plantation Island Drive South. The area is surrounded by commercial property on three sides and has residential medium density property on the fourth side. This property is currently owned by the city of St. Augustine.

The city's Future Land Use Map (FLUM) identifies Public as the land use category for this piece. City staff as directed by the City Commission has filed an application requesting to change the land use to the Commercial Medium Intensity land use category. This is an application to rezone the property to Commercial Medium-two (CM-2), which is consistent with the proposed land use category. The city is currently proposing to sell the property.

On January 3, 2023, the Planning and Zoning Board (PZB) made a positive recommendation to amend the zoning of this property from Government Use District (GU) to CM-2. Attached you will find the Ordinance, and legal description, a map illustrating the requested change. The packet of information provided to the PZB is included with the land use plan amendment material.

Please place Ordinance 2023-07 on the City Commission agenda for first reading.

If you have any questions, please let me know.



Amy McClure Skinner, AICP
Director
Planning and Building Department

ORDINANCE NO. 2023-07

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING APPROXIMATELY 2.32 ACRES OF PROPERTY LOCATED SOUTH OF STATE ROAD 312 BEING A PORTION OF 865 FISH ISLAND ROAD BETWEEN 700 PLANTATION ISLAND DRIVE SOUTH AND 950 PLANTATION ISLAND DRIVE SOUTH IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT CLASSIFICATION OF GOVERNMENT USE DISTRICT (GU) TO THE CITY OF ST. AUGUSTINE CLASSIFICATION OF COMMERCIAL MEDIUM-TWO (CM-2); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Augustine, Florida finds that all legal requirements have been met, a public hearing has been held and the Planning and Zoning Board has recommended that parcels of property identified by the St. Johns County Property Appraiser as containing approximately 2.32 acres of land, located south of State Road 312 being a portion of 865 Fish Island Road (PIN #161930 0000) between 700 Plantation Island Drive South and 950 Plantation Island Drive South 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 2.32 acres being a portion of 865 Fish Island Road located south of State Road 312 in the City of St. Augustine, and identified by the St. Johns County Property Appraiser as the southern portion of Parcel Number 161930 0000, between 700 Plantation Island Drive South and 950 Plantation Island Drive South, is hereby rezoned from the classification of

Government Use District (GU) to the City of St. Augustine classification of Commercial Medium-two (CM-2), and as more fully described in the attached legal description.

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

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

Section 4 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. 2023-06 or, if Ordinance No. 2023-06 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 _____, 2023.

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

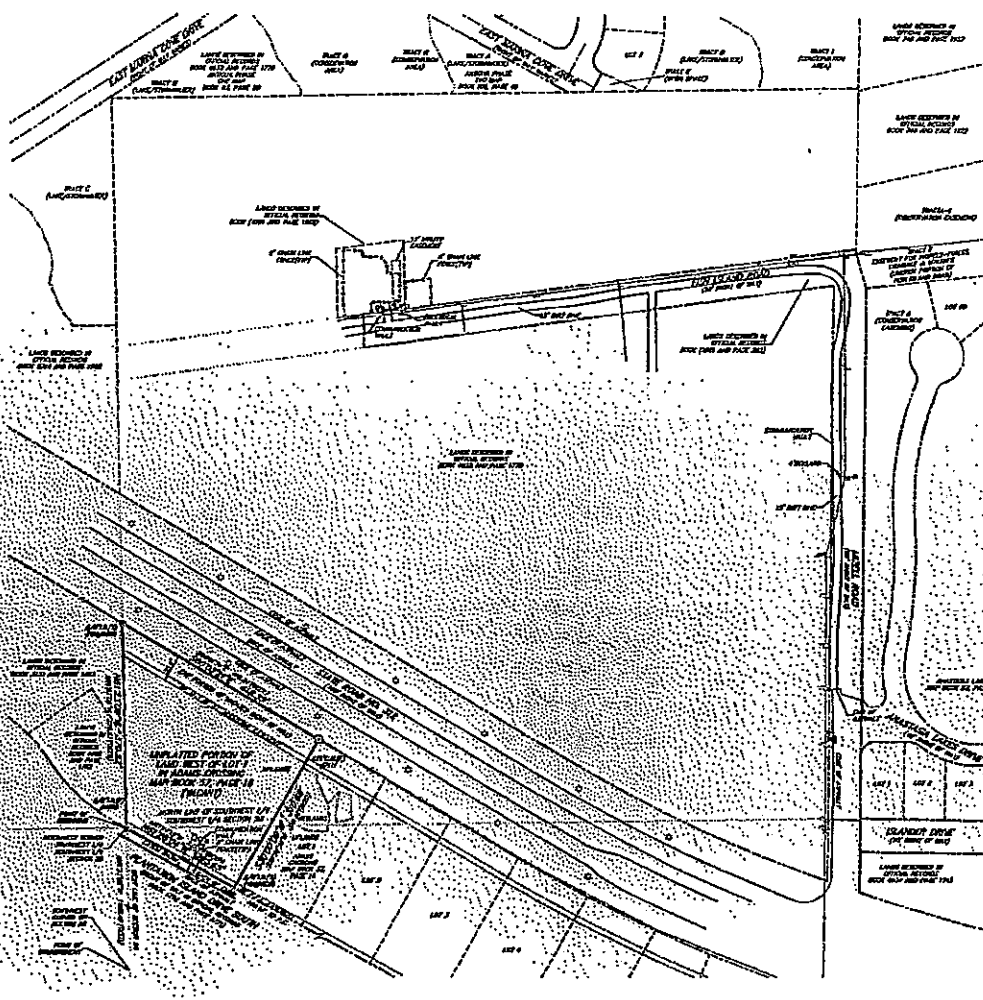
Darlene Galambos, City Clerk

(SEAL)

MAP-SHOWING-SURVEY-OF

[illegible]

attached to
one of the aluminum beams



AREA = 2.52 ± ACRES

2022年4月

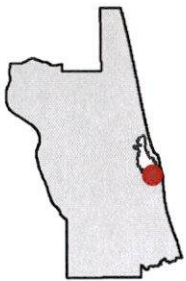
GRAPHIC SCALE



1" = 700'

[illegible]

LOCAL NEWS 1. DATE: 10/10/68 2. TITLE: ... 3. SOURCE: ... 4. CHARACTER: ... 5. CLASSIFICATION: ... 6. REMARKS: ...	7. APPROVAL: ... 8. REMARKS: ...	9. APPROVAL: ... 10. REMARKS: ...	11. APPROVAL: ... 12. REMARKS: ...	13. APPROVAL: ... 14. REMARKS: ...
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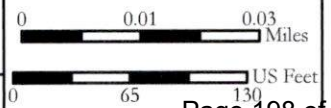
Current Zoning of 2.32 Acres of 865 Fish Island Drive South of SR 312

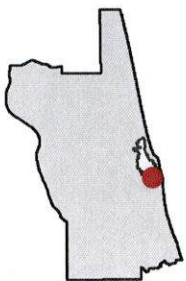


St Johns County, Maxar, Microsoft, Esri Community Maps Contributors,
FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,

2023

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet





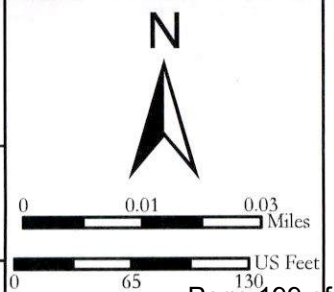
Proposed Land Use of 2.32 Acres of 865 Fish Island Drive South of SR 312



St Johns County, Maxar, Microsoft, Esri Community Maps Contributors,
FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,

2023

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



CITY OF ST. AUGUSTINE

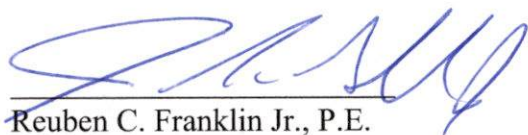
MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: January 11, 2023

RE: Agenda Item for January 23, 2023 Commission Meeting:
Resolution No. 2023-02 Authorizing the City Manager to execute a State-Funded Grant Supplemental Agreement to the Construction, Maintenance & Reimbursement Agreement between the State of Florida Department of Transportation (FDOT) and City of St. Augustine for Construction of Landscaping at May St/San Marco Intersection

Due to construction bids coming in higher, the FDOT is increasing the reimbursement by \$75,000, therefore this memo is to request the City Commission to authorize the City Manager to execute the State-Funded Grant Supplemental Agreement (Exhibit A).



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

cc: City Attorney & Department Heads

Attachments:
Resolution 2023-02
State-Funded Grant Supplemental Agreement

RESOLUTION 2023-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA AUTHORIZING THE EXECUTION OF A STATE-FUNDED GRANT SUPPLEMENTAL AGREEMENT TO THE CONSTRUCTION, MAINTENANCE & REIMBURSEMENT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND CITY OF ST. AUGUSTINE FOR CONSTRUCTION OF LANDSCAPING AT MAY ST/SAN MARCO INTERSECTION.

WHEREAS, the State of Florida Department of Transportation (the "FDOT") will be constructing improvements at the intersection of San Marco Avenue/Business US 1/State Road A1A ("A1A") and East San Carlos Avenue ("Intersection Project");and

WHEREAS, the City Manager executed the original Agreement with State of Florida Department of Transportation on April 13, 2020. Due to construction bids coming in higher, the FDOT is increasing the reimbursement by \$75,000.

WHEREAS, the City Commission finds upon completion of the Project, the City shall continue to own, operate, maintain and repair the Maintained Property and all Improvements via a Map Transfer, and as identified in Exhibit A within the Agreement, at its sole cost and expense;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Augustine, Florida as follows:

Section 1. The City Commission ratifies and adopts the Supplemental Agreement, a true and correct copy of which is attached hereto and incorporated herein as Exhibit "A."

Section 2. The City Commission hereby authorizes the City Manager to execute the Supplemental Agreement and to deliver the Supplemental Agreement to the FDOT.

Section 3. The City Commission hereby directs the City Clerk to prepare a certified copy of this Resolution and to forward same to the FDOT along with the executed Supplemental Agreement.

PASSED IN REGULAR SESSION of the City Commission of the City of St. Augustine, Florida, this 23rd day of January 2023.

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

EXHIBIT A
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**STATE-FUNDED GRANT
SUPPLEMENTAL AGREEMENT**

525-010-50
PROGRAM MANAGEMENT
12/18
Page 1 of 1

SUPPLEMENTAL NO.

1

CONTRACT NO.

ASI25

FPN

439501-1-58-01

Recipient: City of St. Augustine

This Supplemental Agreement ("Supplemental"), dated _____ arises from the desire to supplement the State-Funded Grant Agreement ("Agreement") entered into and executed on May 5, 2020 as identified above. All provisions in the Agreement and supplements, if any, remain in effect except as expressly modified by this Supplemental.

The parties agree that the Agreement is to be amended and supplemented as follows:

Supplemental Agreement #1 adds an additional \$75,000.00 to the project (Exhibit B) based on bid for construction and CEI at the US 1 at San Marco Intersection.

Reason for this Supplemental and supporting engineering and/or cost analysis:

To add additional funds in the amount of \$75,000.00 based on bids.

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

RECIPIENT:
City of St. Augustine

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

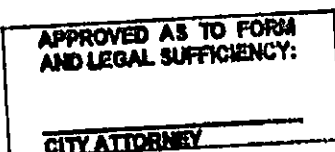
By: _____

Name: John Regan
Title: City Manager

By: _____

Name: Greg Evans
Title: District Two Secretary

Legal Review:



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STATE-FUNDED GRANT AGREEMENT

525-011-0B
 PROGRAM
 MANAGEMENT
 8/21
 Page 1 of 1

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of St. Augustine 75 King Street - P.O. Box 210 St. Augustine, FL 32085-0210		FINANCIAL PROJECT NUMBER: 439501-1-58-01			
PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION			Indicate source of Local funds
		(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Design Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Right-of-Way Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction- Phase 54 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	\$	\$	\$	☐ In-Kind ☐ Cash
Total Construction Engineering and Inspection Cost		\$ 0.00 %	\$ 0.00 %	\$ 0.00 %	
(Phase : 58 - Design, CST and CEI) FY: 2020	Maximum Department Participation (DDR)	\$200,000.00	\$	\$200,000.00	☐ In-Kind ☐ Cash
FY: 2023	Maximum Department Participation (DDR)	\$75,000.00	\$	\$75,000.00	☐ In-Kind ☐ Cash
Total Cost		\$275,000.00 100.00%	\$ 0.00 %	\$275,000.00 100.00%	
TOTAL COST OF THE PROJECT		\$275,000.00	\$ 0.00	\$275,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kim Evans
 District Grant Manager Name

Signature

Date

CONSTRUCTION, MAINTENANCE & REIMBURSEMENT AGREEMENT

THIS CONSTRUCTION, MAINTENANCE, & REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department"), and City of St. Augustine, St. Johns County, Florida ("Agency").

-RECITALS-

1. The Department has recently constructed an improvement project via Financial Project Number 439501-1-58-01 with the Agency's jurisdictional borders at the intersection of San Marco Avenue/Business US 1/State Road A1A ("A1A") and East San Carlos Avenue ("Intersection Project"); and
2. The Department is the fee simple owner of A1A; and
3. Construction of the Intersection Project, all of which is located within the Department's A1A right-of-way, has prompted the Agency's request to install various landscaping ("Improvement"), as more particularly described in Exhibit "A" (Project Description and Responsibilities) to be located on and within the Intersection Project area; and
4. The Agency desires to install the Improvement and the Department is amenable to this request based on the terms and conditions of this Agreement; and
5. The Department shall fund the Improvement in accordance with the ("Schedule of Financial Assistance") as more particularly shown in Exhibit "B" (Schedule of Financial Assistance); and
6. The Department's ability to fund the Improvement is wholly contingent on appropriation of funds to the Department; and
7. The Agency shall install the Improvement; and
8. The Agency, by Resolution No. 2020-12, attached as Exhibit "C" (Resolution) has authorized its officers to execute this Agreement on its behalf; and

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. TERM

The Agency shall complete the Project, inclusive of Final Acceptance by the Department, on or before June 30, 2023 ("Expiration Date"). If the Agency does not complete the Project by the Expiration Date, this Agreement will terminate upon close of business on the Expiration Date unless an extension of the same is requested by the Agency and granted in writing by the Department prior to close of business on the Expiration Date. Termination of this Agreement will be considered termination of the Project. The cost of any work performed after the Expiration Date of this Agreement will not be reimbursed by the Department.

4. E-VERIFY

The Agency (A) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and (B) shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

5. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions hereof and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

6. PERMITS

In the performance of the Agreement the Agency may be required to obtain one or more Department permits which may include copies of the Agreement as an exhibit. Notwithstanding the inclusion or incorporation of the Agreement as part of any such Department permits, the Agreement shall remain separate and apart from such permits and shall not be merged into the same absent the prior written express consent of the Department. Should any term or provision of the Agreement conflict with any term, provision or requirement of any Department permit, the terms and provisions of the Agreement shall control unless specifically noted otherwise in any such Department permit. For purposes of this Agreement, the term "permit" shall also include the Department's Construction Agreement which may be required for permanent improvements installed within the Department's right-of-way.

7. CONSTRUCTION

A. The Agency shall submit to the Department for review at least Phase II and Phase IV plans. The Agency shall furnish the Department's Local Maintenance Engineer ("LME") with four (4) signed and sealed copies of the construction plans and specifications for the Improvement ("Plans and Specifications") prepared by a Florida registered professional engineer, or landscape architect providing professional services pursuant to Chapter 481, Florida Statutes, together with a Installation schedule ("Installation Schedule") and such other documentation as the Department may require.

B. The Agency shall not commence installation of the Improvement until such time as the LME issues final written approval of the Plans and Specifications and Installation Schedule for the Improvement via issuance of one or more appropriate Department permits.

C. The Agency shall not make any changes to the approved Plans and Specifications for the Improvement without the prior written approval of the LME. Changes to the approved Plans and Specifications for the Improvement absent the prior written approval of the LME shall be deemed a material breach of this Agreement.

D. The Agency shall provide the Department with a minimum of seventy-two (72) hours prior written notice of its intent to commence construction of the Improvement.

E. The Agency shall complete installation of the Improvement in accordance with the Installation Schedule and shall provide the Department's LME with written notice of completion of installation of the Improvement, including, final as-built plans and an engineering certificate that installation was completed in accordance with the Plans and Specifications. Thereafter, the LME, or designee, shall perform a final inspection. If the installation is in compliance with the Plans and Specifications and applicable Governmental Law, the Department shall issue a final acceptance letter ("Final Acceptance"). In determining compliance with applicable Governmental Law, the Department may defer to the appropriate local, state, federal, administrative, regulatory or environmental entity. The Department shall notify the Agency in writing if the installation is deficient or not in compliance with the Plans and Specifications and applicable Governmental Law. Thereafter, the Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same. The Department shall not issue its Final Acceptance until the deficiency / non-compliance is corrected.

F. If the deficiency is not corrected timely, or if the Department determines that the installation remains deficient or non-compliant after receipt of the Agency's written notice indicating that the deficiency has been corrected, the Department, within its discretion, may: (1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to complete correction of the deficiency; (2) require the Agency to remove the improvement and restore the Property pursuant to the "Removal" section of this Agreement; or (3) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

G. The Plans and Specifications, Installation Schedule, final as-built plans and engineering certificate for the Improvement are incorporated herein and made part of this Agreement by reference.

8. OPERATION, MAINTENANCE & REPAIR

A. The Agency shall operate, maintain and repair the Improvement at its sole cost and expense, in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. Nothing in this Agreement shall obligate the Department to operate, maintain or repair the Project, said obligations to remain the sole responsibility of the Agency.

B. The Agency's maintenance responsibilities for the Improvement shall commence a period of two (2) years following the Department's Final Acceptance of the Project ("Establishment Period"). The Department contractor shall maintain the Improvement for the duration of the Establishment Period, in accordance with the current Maintenance Specifications Workbook, as the same may be amended from time to time.

C. Upon expiration of the Establishment Period, the Agency's maintenance responsibilities for the Improvement shall commence in accordance with the terms and conditions of this Agreement, and most specifically sections D through J, below.

D. The Agency shall operate, maintain and repair the Improvement located on or within the Intersection Project area in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement. For purposes of this Agreement, unless otherwise noted in Exhibit "A", the locations to be maintained by the Agency shall be maintained pursuant to the maintenance standards as defined in the Department's Maintenance Rating Program ("MRP") Handbook and in accordance with Department Procedure, *Roadway and Roadside Maintenance*, Topic No. 850-000-015-j, and all Governmental Law, as defined in Paragraph 5, above. Should the Department determine that any item of maintenance related to the Improvement has fallen below the desired maintenance standard, the Agency agrees to immediately bring the deficient item up to the maintenance standard, at its sole cost and expense. The Agency will not be held responsible for a failed MRP rating, so long as such rating is not based on any negligence, intentional or wrongful act, omission or breach of contract by the Agency.

E. The Agency shall maintain all turf and landscaped areas within the Intersection of US 1, including, without limitation, performing the following:

(1) Routinely mow, cut and trim all grass and turf (total greenscape), as well as remove grass and turf clippings from the roadway/curb/sidewalk, in accordance with the State of Florida "Guide for Roadside Vegetation Management" (2012), as the same may be constituted and amended from time to time, and the local National Pollutant Discharge Elimination System (NPDES) permit requirements; and

(2) Routinely prune and trim all plants and trees, for aesthetic purposes and for the benefit of the health, safety and welfare of those members of the public traversing or otherwise utilizing the Intersection of US 1; and

(3) Routinely remove dead, diseased, or otherwise deteriorated plants; and

(4) Routinely keep litter removed from the Intersection of US 1; and

(5) Routinely remove and dispose of all trimmings, roots, litter and other material resulting from the activities described herein; and

(6) Routinely edge and sweep any excess grass from sidewalks, curbs, and gutters; and

(7) Routinely sweep roadways, curbs, and gutters, valley gutters, intersections, and barrier wall gutters.

F. The Department and the Agency shall be responsible jointly for clean-up, removal and disposal of debris within the Property following and resulting from natural disasters, including, without limitation, hurricanes and tornadoes.

G. If the Department determines that the Agency is not maintaining or repairing the Improvement in accordance with the terms and provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of the Department's written notice, or such other time as the Department and the Agency mutually agree in writing, to correct the deficiency and provide the Department with written notice of the same.

H. If the Department determines that the deficiency remains after receipt of the Agency's written notice indicating that the deficiency was corrected, the Department, within its discretion, may: (1) provide the Agency with written

authorization granting such additional time as the Department deems appropriate to correct the deficiency; or (2) correct the deficiency at the Agency's sole cost and expense. Should the Department elect to correct the deficiency, the Department shall provide the Agency with an invoice for the costs incurred by the Department to correct the deficiency and the Agency shall pay the invoice in accordance with the "Payment" section of this Agreement.

I. If at any time in the sole determination of the Department, the integrity or safety of the Improvement requires immediate maintenance or repair for the benefit of public health, safety or welfare, the Department may perform such maintenance it deems appropriate under the circumstances. The Department shall attempt to notify the Agency prior to action under this section, but may take necessary steps to correct emergency situations prior to such notification in order to prevent eminent danger to public health, safety or welfare.

J. The Parties' representatives and points of contact for the administration of this Agreement shall be identified in the "Notice" section of this Agreement.

9. PROJECT FUNDING AND AUDITS

A. The Department's maximum participation shall be an amount up to and not to exceed Two-Hundred Thousand and No/100 Dollars (\$200,000.00) "Maximum Participation Amount". The Agency agrees to bear all expenses in excess of the Department's Maximum Participation Amount, as outlined in Exhibit B.

1. The Agency shall submit all invoices for payment to Kim Evans, Kimberly.evans@dot.state.fl.us on a quarterly basis upon receipt by the Agency of the same.

2. The Parties agree that at such time as the Department has reached the Maximum Participation Amount, the Agency shall immediately bear all expenses in excess of the Maximum Participation Amount from that point forward.

B. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit. Specifically, the Agency shall be required to comply as follows:

RECORDS RETENTION: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The Agency shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the Department.

C. COMPENSATION AND PAYMENT:

- a. The Department shall reimburse the Agency for costs incurred to perform services described in the Project Description and Responsibilities in Exhibit "A", and as set forth in the Schedule of Financial Assistance in Exhibit "B".
- b. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A", Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.
- c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in Exhibit "A". Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Agency shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges.

- e. Travel expenses are not compensable under this Agreement.
- f. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

☐ If this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed to the extent of the non-performance. The Agency will not be reimbursed until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Any Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to a Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- h. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the improvement and of details thereof.
- i. If, after improvement completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department.

Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

- j. The Agency must submit the final invoice on the improvement to the Department within 120 days after the completion of the improvement. Invoices submitted after the 120-day time period may not be paid.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this improvement is in multiple fiscal years, a notice of availability of funds from the Department's Project manager must be received prior to costs being incurred by the Agency. See Exhibit "B" for funding levels by fiscal year. Improvement costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- l. In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- m. Any improvement funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- n. In determining the amount of the payment, the Department will exclude all improvement costs incurred by the Agency prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in Exhibit "B" for the improvement, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the improvement commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

10. PLACEMENT ON CONVICTED VENDOR LIST

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

11. COMPLETION OF THE IMPROVEMENT

A. If the Agency abandons or, before completion, discontinues the improvement, or for any other reason, the commencement, prosecution, or timely completion of the improvement by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

B. Upon final payment to the contractor for the entire Improvement, the Agency shall, within one hundred twenty (120) days, furnish the Department with two (2) copies of its final and complete billing of all cost incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the job estimate. The final billing shall show the description and site of the Improvement; the date on which the first work was performed or the date on which the earliest items of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where records and accounts billed can be audited. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Agency's general accounting records and the project records, together with supporting documents and records, or the contractor and all subcontractors performing work on the Improvement, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

12. CONTRACTING WITH THIRD PARTIES

Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract with any third party with respect to the Improvement or obligate itself in any manner requiring the disbursement of Department funds without the prior written approval of the Department. Failure to obtain such prior written approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any contractor and to approve or disapprove the employment of the same.

13. ACCESS TO RECORDS

A. The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with this Agreement.

B. The Agency shall make the project records available to the Department for inspection and shall require its consultants to permit the Department's authorized representatives to inspect all work, payrolls, records, and to audit the books, records and accounts pertaining to the financing, development and installation of the Improvement.

14. COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

Execution of this Agreement constitutes a certification by the Agency that the installation of the Improvement will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred as a result of such non-compliance.

15. INDEMNIFICATION

A. The Agency shall promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's acts or omissions ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for the Department's negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the City. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

16. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Fla. Stat. (2017). The limit of the Department's liability for breach of this Agreement shall be identical to the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes.

17. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

18. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

19. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

20. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

21. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

22. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

23. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

24. ENTIRE AGREEMENT

This Instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

25. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

26. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

27. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

28. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

29. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

30. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of the Agreement remain enforceable.

31. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

32. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

33. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

D. Upon completion of this Agreement, transfer, at no cost, to the Department all public records in possession of Applicant or keep and maintain public records required by the Department to perform this Agreement. If Agency transfers all public records to the public Agency upon completion of this Agreement, Agency shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Agency keep and maintain public records upon completion of this Agreement, Agency shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of Agency and shall promptly provide the Department a copy of Applicant's response to each such request.

IF THE CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S/CONTRACTOR'S/VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

District 2
386-758-3727
D2prcustodian@ dot.State.FL.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

34. COMPLIANCE WITH STATUTE

The Agency agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the Agency has caused this Agreement, consisting of fourteen (14) pages, to be executed on its behalf this 21st day of May, 2020, by the City of St. Augustine, authorized to enter into and execute same by Resolution Number 2020-12 of the Board on the 13th day of April, 2020, and the Department has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this 6/5/2020 day of 11:18 AM EDT.

CITY OF ST. AUGUSTINE

ATTEST: Darlene A. [Signature] (SEAL)

CLERK

BY: [Signature]
City Manager, City of St. Augustine

Legal Review:

[Signature]
Legal Counsel for Agency



ATTEST: _____ (SEAL)
EXECUTIVE SECRETARY

FLORIDA DEPARTMENT OF TRANSPORTATION

DocuSigned by:

BY: Greg Evans
DISTRICT 2 SECRETARY

Legal Review:

DocuSigned by:

Melissa Blackwell

D0F7F95A0D9F451...

Availability of Funds
Approval:

Kimberly Evans May 22, 2020
(Date)

EXHIBIT "A"
(IMPROVEMENT DESCRIPTION AND RESPONSIBILITIES)

This exhibit forms an integral part of that certain Reimbursement Agreement between the State of Florida Department of Transportation (Department) and the City of St. Augustine (Agency), dated 6/5/2020 | 11:18 AM EDT.

PROJECT LOCATION:

The Improvement will be located on or within the Intersection Project area located at the Intersection of San Marco Avenue/Business US 1 and East San Carlos Avenue in the City of St. Augustine, Florida.

PROJECT DESCRIPTION:

The Improvement consists of the design, installation, and construction engineering & inspection ("CEI") of landscaping.

AGENCY RESPONSIBILITIES:

The Agency shall be responsible for a set of signed and sealed design plans that meets the Department standards. The Agency shall be responsible for all public outreach. The Agency is required to send a signed Right of Way, Railroad and Utility Certification (signed by the Agency) If Right-of-Way activities become apparent, begin coordination with the Department at once. All improvements on or within Department Right-of-Way shall be run through the Department permitting process. The Agency is required to send an email stating how CEI will be performed.

Prior to Concurrence of Award: The Agency is required to submit the name of the lowest responsible / responsive bidder. The Department will verify the selection is a Department prequalified contractor and give Department approval. The Agency is required to provide final bid documents.

The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of the Supplemental Agreement.

The Agency shall provide As-Built or Plan Markups at the completion of the landscaping project. Upon substantial completion, the Agency shall notify the Department to perform a field review.

- The Agency shall commence the Project activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a. Design of Project can commence as soon as this Agreement has been executed.
- b. Installation contract to be let on or before June 30, 2022, but following completion of the Intersection Project associated with Financial Project Number 434556-1-52-01.
- c. Construction to be completed on or before December 31, 2023.

If this schedule cannot be adhered to, the Agency shall notify the Department, in writing prior to expiration of the completion date of June 30, 2023, with a revised schedule or the project is subject to the withdrawal of Department funding.

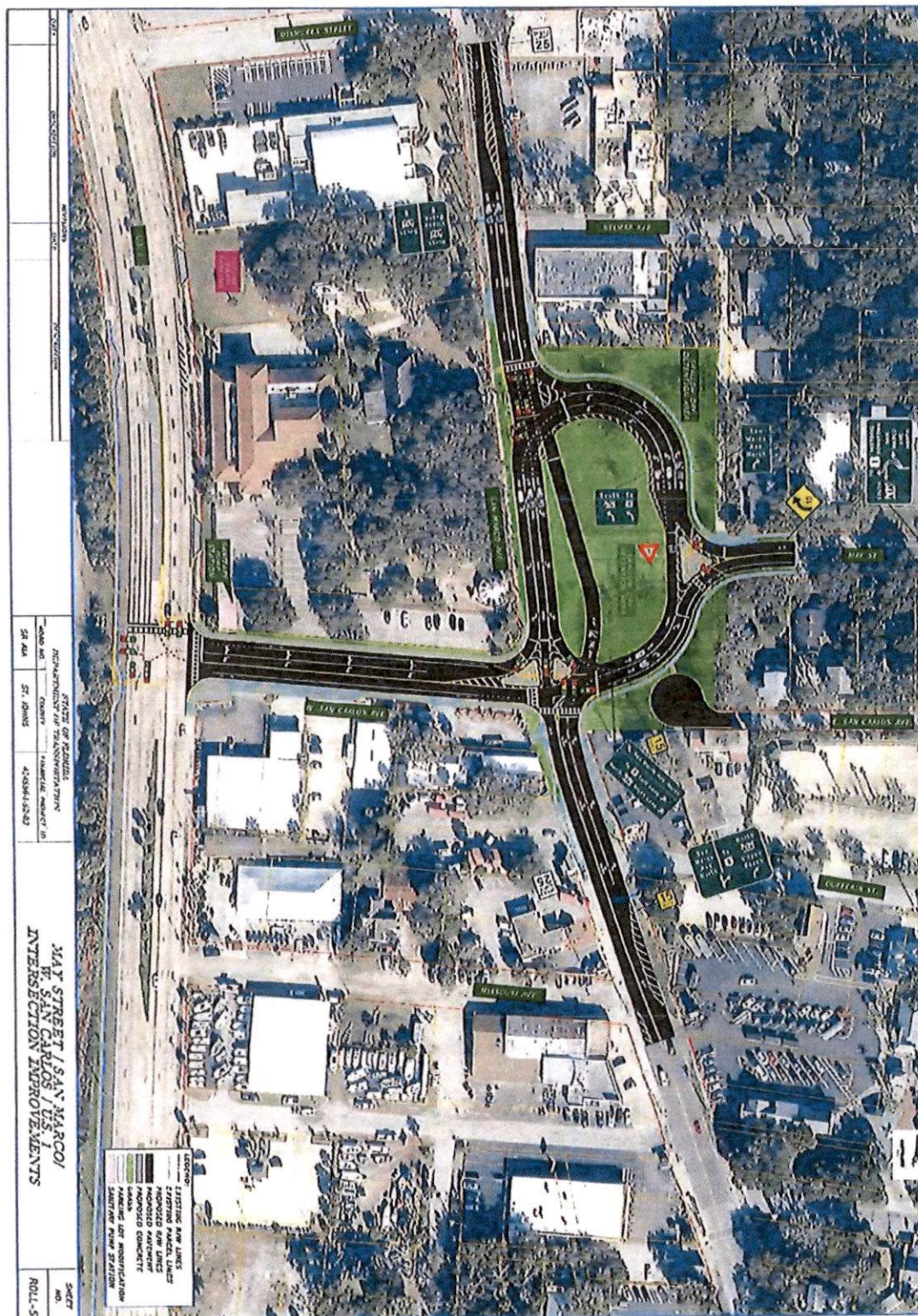
SPECIAL CONSIDERATIONS BY DEPARTMENT:

The following conditions would warrant an administrative action by the Department which may result in termination and closure of the grant award:

- Failure to submit, at least, quarterly invoice activity with progress report
- Failure to submit As-Builds and/or plan markups at the completion of project
- Failure to perform a substantial completion field review with District 2 Landscape Architect, Ken Cheek;

Ken Cheek, RLA
1109 South Marion Avenue, MS 2004
Lake City, FL 32025
(386) 961-7453
kenneth.cheek@dot.state.fl.us

EXHIBIT "A" CONT.
(PROJECT DESCRIPTION AND RESPONSIBILITIES)
"LOCATION MAP"



Financial Project ID: 439501-1-58-01

EXHIBIT "B"
(SCHEDULE OF FINANCIAL ASSISTANCE)

The Honorable Tracy Upchurch, Mayor City of St. Augustine 75 King Street PO Box 210 St. Augustine, Florida 32085-0210	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION REIMBURSEMENT AGREEMENT SCHEDULE OF FINANCIAL ASSISTANCE	Financial Project ID: 439501-1-58-01	
		Contract Number:	ASI25

PROJECT DESCRIPTION

Name: Construction of landscaping at the intersection of San Marco Avenue/US 1 and East San Carlos Avenue

Termini: Intersection of San Marco Avenue/US 1 and East San Carlos Avenue

Description of Work: Design, Construction and Construction Engineering and Inspection

TYPE OF WORK By Fiscal Year	(1) TOTAL PROJECT	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Design			
<u>2008-2009</u>	_____	_____	_____
<u>2009-2010</u>	_____	_____	_____
<u>2010-2011</u>	_____	_____	_____
Total Design Cost	=====	=====	=====
Right of Way			
<u>2008-2009</u>	_____	_____	_____
<u>2009-2010</u>	_____	_____	_____
<u>2010-2011</u>	_____	_____	_____
Total Right of Way Cost	=====	=====	=====
Design / Construction / CEI			
<u>2018-2019</u>	_____	_____	_____
<u>2019-2020</u>	\$ 200,000.00	_____	\$ 200,000.00
<u>2020-2021</u>	_____	_____	_____
<u>2021-2022</u>	_____	_____	_____
Total Design/Construction/CEI Costs	\$ 200,000.00	=====	\$ 200,000.00
Total Cost of Project	\$ 200,000.00	=====	\$ 200,000.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after July 1st each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"
(RESOLUTION)

RESOLUTION 2020-12

A RESOLUTION OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA AUTHORIZING THE EXECUTION OF THE CONSTRUCTION, MAINTENANCE AND REIMBURSEMENT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPING IMPROVEMENTS AT SAN MARCO AVENUE, BUSINESS US 1, STATE ROAD A1A, AND EAST SAN CARLOS AVENUE; AND AUTHORIZING EXECUTION OF SAID AGREEMENT BY THE CITY MANAGER.

WHEREAS, the State of Florida Department of Transportation (the "FDOT") will be constructing improvements at the intersection of San Marco Avenue/Business US 1/State Road A1A ("A1A") and East San Carlos Avenue ("Intersection Project"); and

WHEREAS, the improvements shall include the design, installation, and construction engineering & inspection ("CEI") of landscaping; and

WHEREAS, the City of St. Augustine shall own, operate, maintain and repair the Improvements at its sole cost and expense.

WHEREAS, the City Commission finds upon completion of the Project, the City shall continue to own, operate, maintain and repair the Maintained Property and all Improvements via a Map Transfer or other means of conveyance, and as identified in Exhibit A within the Agreement, at its sole cost and expense;

WHEREAS, proceeding with the IMPROVEMENTS requires that the CITY execute and deliver to the FDOT the agreement identified as CONSTRUCTION, MAINTENANCE AND REIMBURSEMENT AGREEMENT (the "Agreement");

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of St. Augustine, Florida as follows:

Section 1. The City Commission ratifies and adopts the Agreement, a true and correct copy of which is attached hereto and incorporated herein as Exhibit "A."

Section 2. The City Commission hereby authorizes the City Manager to execute the Agreement and to deliver the Agreement to the FDOT.

Section 3. The City Commission hereby directs the City Clerk to prepare a certified copy of this Resolution and to forward same to the FDOT along with the executed Agreement.

PASSED IN REGULAR SESSION of the City Commission of the City of St. Augustine, Florida, this 13th day of April 2020.

T. W. Upchurch

Tracy W. Upchurch, Mayor-Commissioner

ATTEST:

Darlene Galambos

Darlene Galambos, City Clerk
(SEAL)



To: kimberly.evans@dot.state.fl.us

FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

ASI25

5/22/2020

CONTRACT INFORMATION

Contract:	ASI25
Contract Type:	AK - PROJ PARTICIPATION (PROJ PART)
Method of Procurement:	G - GOVERNMENTAL AGENCY (287.057,F.S.)
Vendor Name:	CITY OF ST AUGUSTINE
Vendor ID:	F596000420001
Beginning Date of This Agreement:	05/21/2020
Ending Date of This Agreement:	06/30/2023
Contract Total/Budgetary Ceiling:	cl = \$200,000.00
Description:	construction of landscapint at intersection of San Marco Aveand San Carlo Ave

FUNDS APPROVAL INFORMATION

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 5/22/2020

Action:	Original
Reviewed or Approved:	APPROVED
Organization Code:	55024010206
Expansion Option:	A8
Object Code:	132900
Amount:	\$200,000.00
Financial Project:	43950115801
Work Activity (FCT):	215
CFDA:	
Fiscal Year:	2020
Budget Entity:	55150200
Category/Category Year:	088716/20
Amendment ID:	0001
Sequence:	00
User Assigned ID:	
Enc Line (6a)/Status:	0001/04

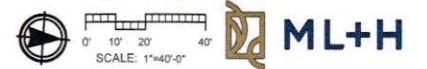
Total Amount: \$200,000.00



MAY STREET INTERSECTION - LANDSCAPE IMPROVEMENTS

scale: 1"= 40'

01.12.2023



CITY OF ST. AUGUSTINE

M E M O R A N D U M

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

DATE: January 11, 2023

RE: Hurricane Ian and Nicole Municipal Marina Breakwater Dock Repairs

As you're aware, the Municipal Marina's Breakwater Dock was significantly damaged by Hurricanes Ian and Nicole late last year. Initial damage assessments discovered the dock's structural integrity was compromised during Ian and suffered further catastrophic damage to 180' section of dock following Nicole. Fortunately, the Breakwater dock held fast and protected critical Marina infrastructure from additional damages and most importantly provided safe haven for transient guest vessels seeking refuge from the storm.

The city competitively solicited bids for repairs work and mitigation options for hardening of the Breakwater dock against future storm events. The total amount of the bid for these repairs and mitigation is \$4,314,280.25. City staff has already applied for and received a \$500,000 grant from the Florida Inland Navigation District (FIND) and a \$250,000 grant from St. Augustine Port, Waterway, and Beach District (SAPWBD) to assist in these repair costs. This leaves a total of \$3,564,280.25 to repair and harden the breakwater against future storms.

After discussing our "funding" ability using Marina reserves with Financial Services, staff recommends that the Commission approve spending \$3,000,000 from Marina reserves and borrowing \$564,281 from Utility reserves to pay for the construction of the breakwater. If FEMA approves our reimbursement requests, we expect to receive \$3,235,710 (75% of total) from FEMA and up to 25% from the state (FDEM). This funding if received will be used to repay our Marina reserve, Utility loan, the SAPWBD and FIND.

If you concur, please place this item on the January 23, 2023, City Commission agenda under Staff Reports and Presentations, do not hesitate to contact me if you have any questions. Thank you for your assistance.



Corey L. Sakryd
General Services Deputy Director

Encl: Municipal Marina Breakwater Dock Damages

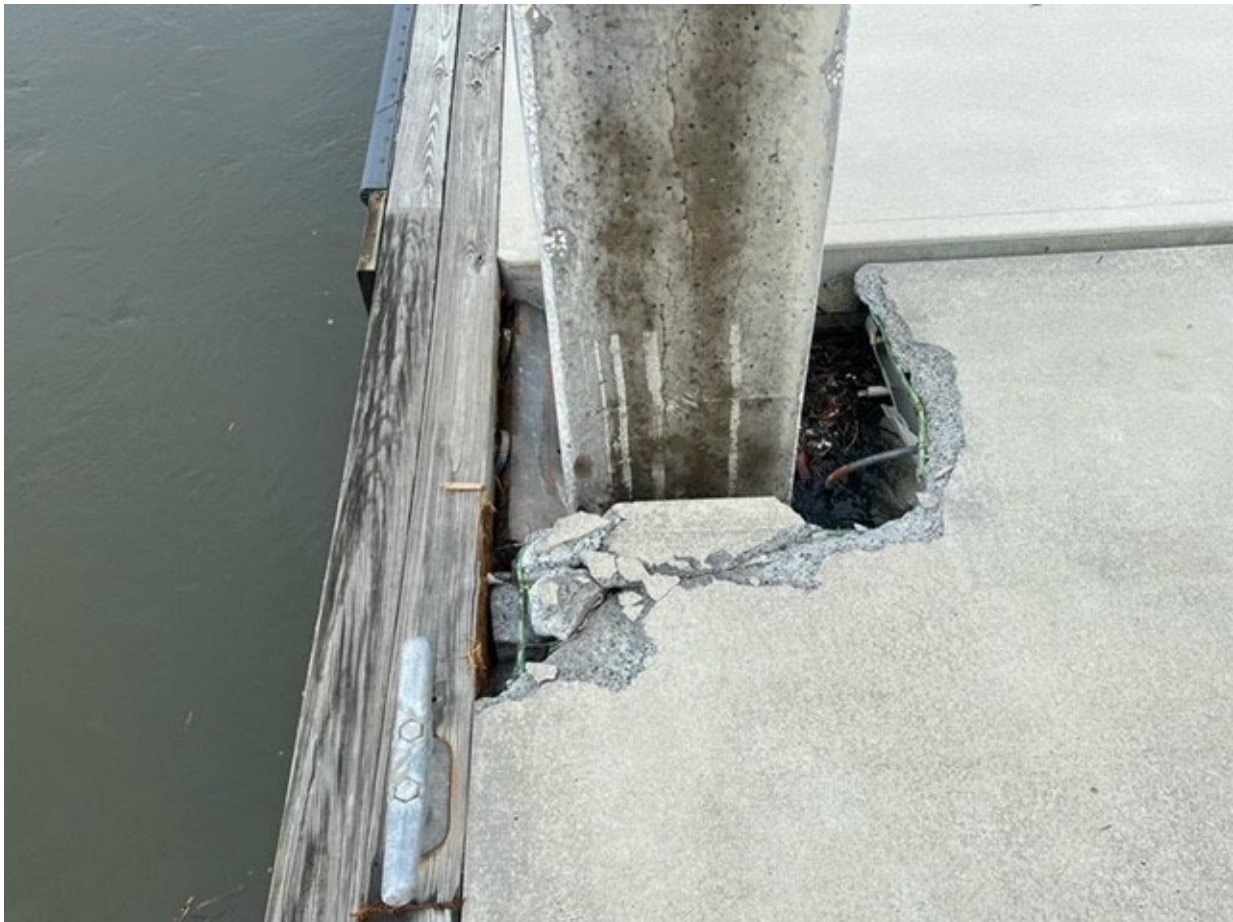
Xc: Meredith, Breidenstein, Assistant City Manager
Jim Piggott, General Services Director
Mark Simpson, Finance Director
file

Municipal Marina Breakwater Dock Damages

Hurricane Ian Breakwater Wave Action September 29, 2022



Hurricane Ian Breakwater Damage



Breakwater dock Piling Damage

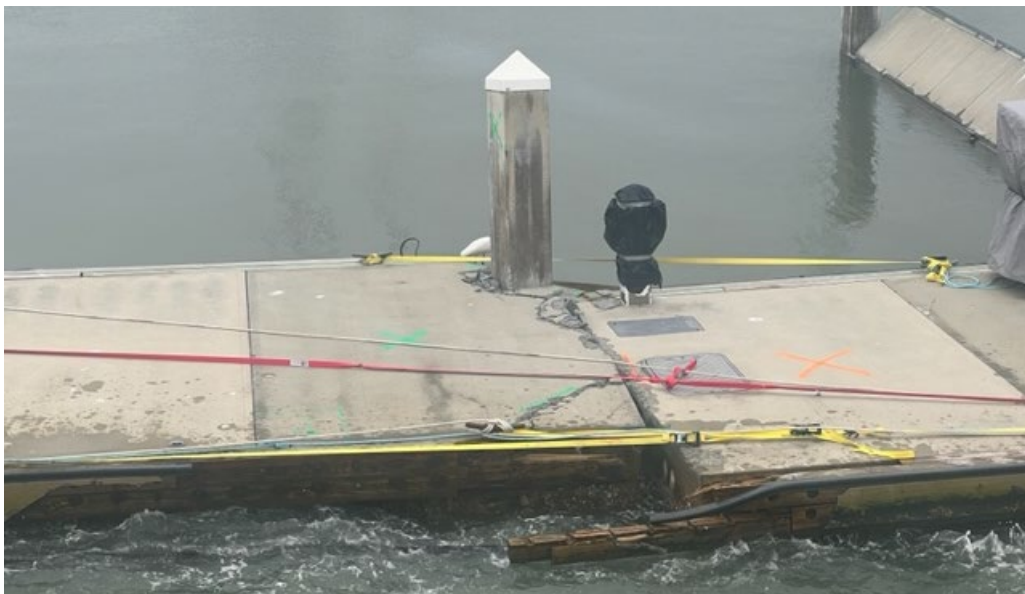
Hurricane Ian 9/29/22



Hurricane Nicole 11/10/22



Breakwater Damage- Hurricane Nicole



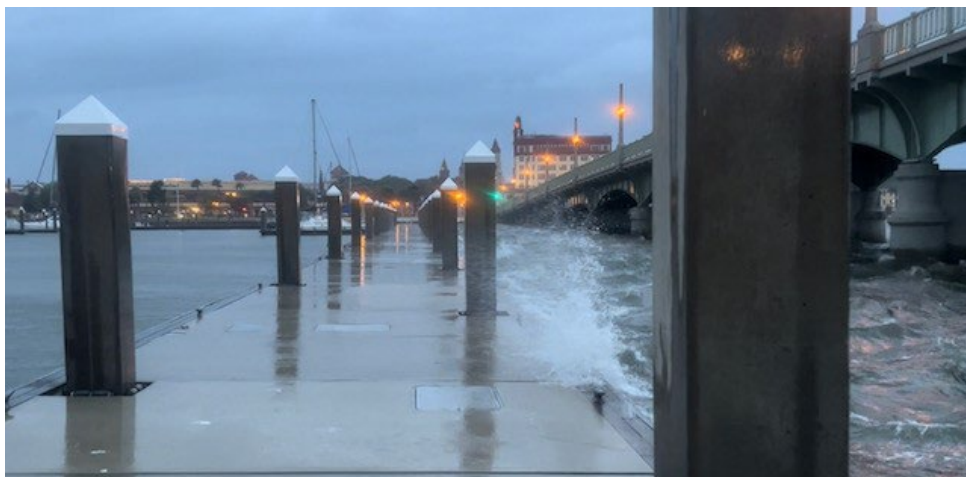
Breakwater Damage- Hurricane Nicole (cont.)



Breakwater Damage- Hurricane Nicole (cont.)



Benefits of Breakwater Dock to Mitigate Wave Action



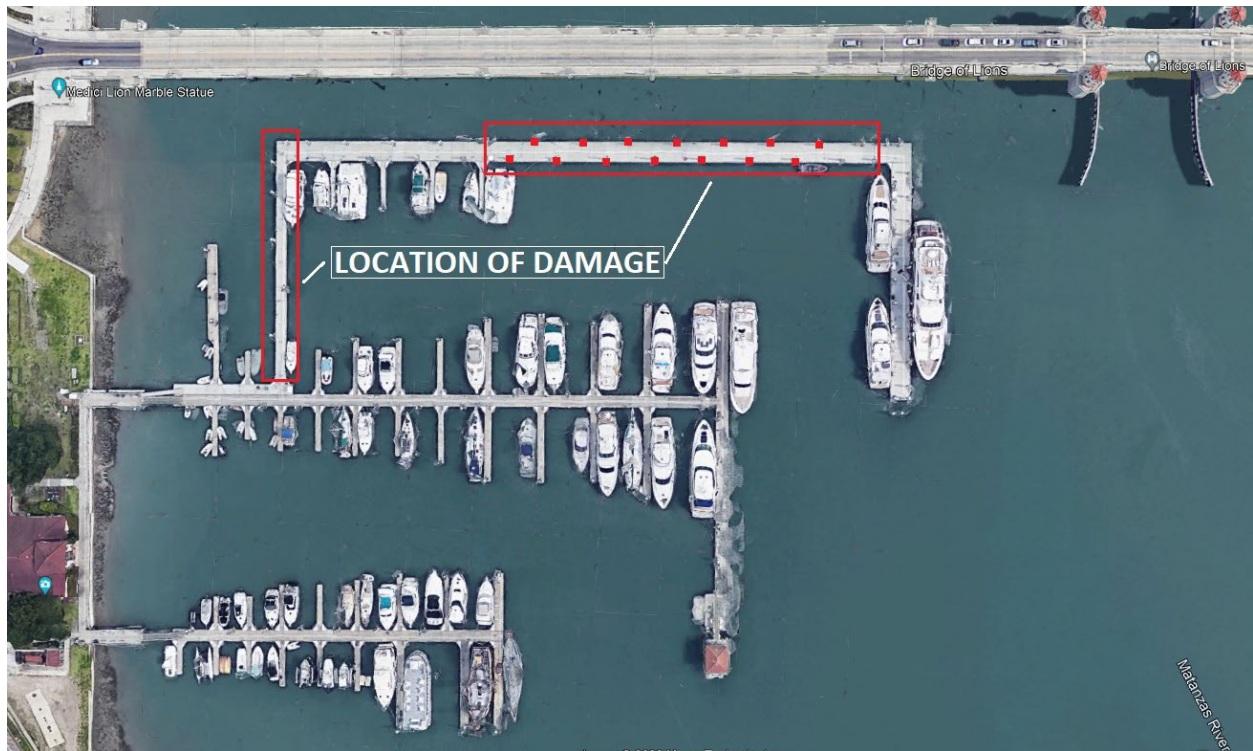
Breakwater Dock providing protection during Hurricane Nicole



Emergency removal of 180ft of dock after Hurricane Nicole 11/2022



Location of Damages to Breakwater Dock



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: January 12, 2023

RE: Consent Agenda Item for January 23, 2023, 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 January 23, 2023, 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

January 23, 2023

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
- ❖ Wastewater Treatment Plant Rehabilitation
- ❖ West 3rd St Gravity Sewer and Water Main Improvements
- ❖ West Augustine Gravity Sewer Improvements
- ❖ Capital Projects Overview and Status
- ❖ Sustainability and Environmental Updates
- ❖ COSA/FPL Light Conversion Updates
- ❖ Mobility Program Update
- ❖ Questions and Discussion
- ❖ Appendix – CIP Project Information Sheets & Glossary of Terms

Resilience Program Updates



❖ Overview of the Resilience Program and Strategy





Resilience Program Updates



❖ Planning

➤ Updated Vulnerability Assessment – City and County

- 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
- The City is coordinating with St. Johns County on this effort

➤ USACE Back Bay Feasibility Study

- Feasibility Cost Share Agreement – officially executed January 9, 2023, during the signing ceremony prior to the City Commission meeting
- 3-year, \$3 Million comprehensive study to evaluate coastal storm risks, depending on final geographical boundaries
- Identified solutions are eligible for Federal cost share funding for construction

Resilience Program Updates



❖ Programs

➤ Flood Mitigation Assistance (FMA)

- Over 80 properties interested in the program, 62 properties had complete applications that met the program requirements
- City submitted its applications to the State November 14th and is currently under State review
- Total funding request of \$12,353,474 submitted that would be cost shared with FEMA if selected
- The applications must go through the State review process, eligible applications will then be submitted to FEMA
- Late August – estimated timeframe to know if selected

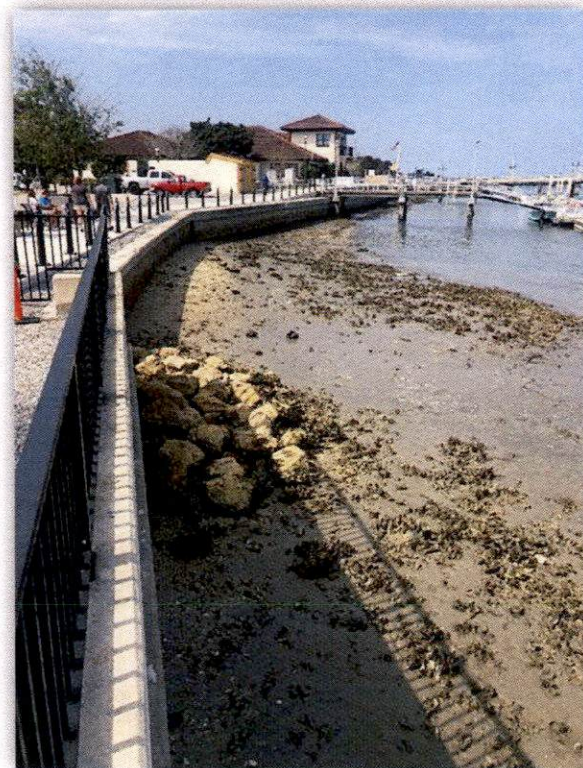


Resilience Program Updates



❖ Projects

- ✓ FEMA 13 Lift Stations Rehabilitation – see separate slides for update (www.CityStAug.com/FEMA13)
- ✓ Lake Maria Sanchez Flood Mitigation and Drainage Improvement Project (Resilient Florida)– proceeding with design (www.CityStAug.com/LakeMariaSanchez)
- ✓ Avenida Menendez Flood Barrier (HMGP) – Phase 1 @ 100% Design, awarded FIND funding (\$500,000), permitting completed
- ✓ South Whitney West King Street Flood Mitigation (HMGP) – design completed, working with St. Johns County



Resilience Program Updates



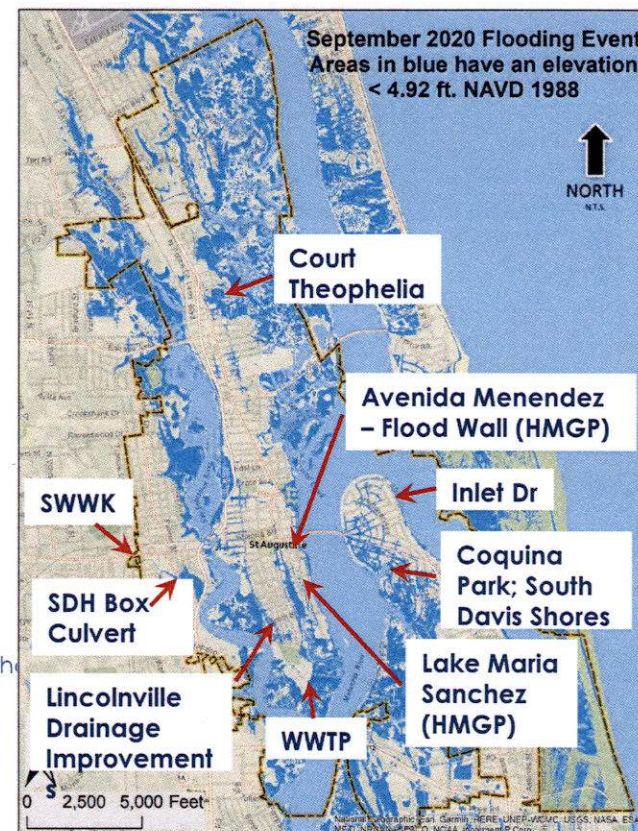
❖ Current Flood Mitigation Investments ≈ (\$58,218,292, grant funded, 83%):

\$69,741,833

- ☐ Lake Maria Sanchez*, **
- ☐ FEMA 13 Lift Station Hardening and Flood Proofing*
- ☐ Wastewater Treatment Plant (WWTP) Flood Proofing – (Complete)
- ☐ South Whitney/West King (SWWK) Flood Mitigation*, **
- ☐ Avenida Menendez Flood Wall*
- ☐ City-wide tide check valves (43 installed, 20 future)**
- ☐ Coquina Park – (Complete)
- ☐ South Dixie Highway Culvert Replacement** – (Complete)
- ☐ 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
- ☐ 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 Feb 2023
- ❖ Substantially Complete:
 - ❖ LS-4, 5, 6, 7, 11, 12, 21, 22, 23, 24, 52
 - ❖ Punch list items remain
- ❖ Under construction
 - ❖ 10, 50
- ❖ Arricola Ave. Force Main
 - ❖ Complete



Wastewater Treatment Plant Headworks Rehabilitation

- ❖ Construction Cost \$3.98 M
- ❖ Start Construction July 2022
- ❖ Finish Construction Aug 2023



West 3rd Street Sewer Extension – Volusia to Knowlton St

West 3rd Street Sewer Extension

- ❖ Status: Bidding
- ❖ Approximately 26 homes to be connected
- ❖ Construction Time Frame: 6 Months
- ❖ Includes water main improvements

Funding Sources

- ❖ \$300,000 State Grant
- ❖ Portion of \$2,000,000 State Grant



West Augustine Gravity Sewer Improvements

West Augustine Sewer Master Plan

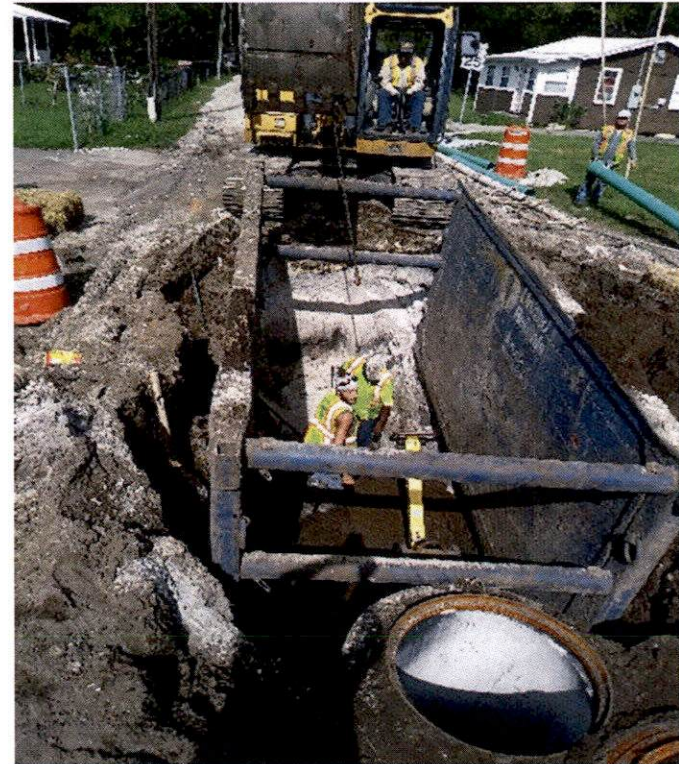
- ❖ In Design

Septic-to-Sewer Program

- ❖ Abandoned 57 septic systems to date

Pearl Street Gravity Sewer

- ❖ In Design - Expanding gravity sewer from existing lift station
- ❖ Water main improvements part of this project



CIP Overall Status Summary

Capital Improvement Projects – Through January 23, 2023

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 ⁽¹⁾	Sevilla St Roadway & Utility Improvements	City Marina Crosswalk* WTP Concentrate Outfall ⁽²⁾	WTP HSP Motor Control Center & Emergency Generator Replacement ⁽²⁾	Lift Station 4, 5, 6, 7, 11, 12, 21 22, 23, 24, 52 (FEMA 13) ⁽¹⁾	Arriola Ave Force Main HDD Improvements ⁽²⁾
SCADA Master Plan ⁽¹⁾	Lift Station 14 Replacement	Stormwater Outfall Tide Check-Valve Master Plan ⁽¹⁾	San Sebastian WM HDD King Street	Downtown Circulator Route 1	Hurricane Matthew FEMA 13 Lift Station Rehabilitation ⁽¹⁾	N. Rodriguez Street Utility Adj (SJC)	Oyster Creek Force Main HDD (FDOT)
Pearl Street Force Main Improvements	Lift Station 8 Replacement	Inlet Drive Shoreline Stabilization ⁽¹⁾	Avenida Menendez Seawall (HMGP) ⁽¹⁾	Downtown Improvement District Phase 2A	WWTP Headworks Rehabilitation ⁽²⁾		King Street Ownership Transfer
Lighthouse Park Gravity Sewer Improvements ⁽²⁾	Lift Station 41 Replacement	Stormwater CIPP Lining for Valves ⁽¹⁾	Duero & Cerro Utility and Storm Improvement	Santa Rosa Utility Adjustments (SJC)	Parking Pay Station Flood Proofing		S. Orange Street Utility Adjustments (SJC)
Court Theophelia Neighborhood Stormwater and Improvements ⁽¹⁾	Stormwater Master Plan Update Phase 2 *		King Street Drainage (FDOT)	West 3 rd Street Gravity Sewer Improvements ⁽¹⁾⁽²⁾	SR 312 from 207 to Holmes Util Adj (FDOT)		N. Rodriguez Street Utility Adj (SJC)
South Davis Shores Flood Mitigation & Drainage Improvements ⁽¹⁾	USACOE Back Bay Feasibility Study		W Augustine Gravity Sewer Master Plan ⁽²⁾	Pearl Street Gravity Sewer Improvements ⁽²⁾	S. Holmes Utility Adjustments (SJC)		I&I Manhole Rehab Basins 16, 17, 20, & 52
King Street Improvements	Groundwater Monitoring ⁽¹⁾		Pearl Street Gravity Sewer Improvements	S. Whitney & W. King Stormwater Improvements ⁽¹⁾			
Vulnerability Assessment Update ⁽¹⁾				WWTP Effluent Outfall Repair ⁽¹⁾			

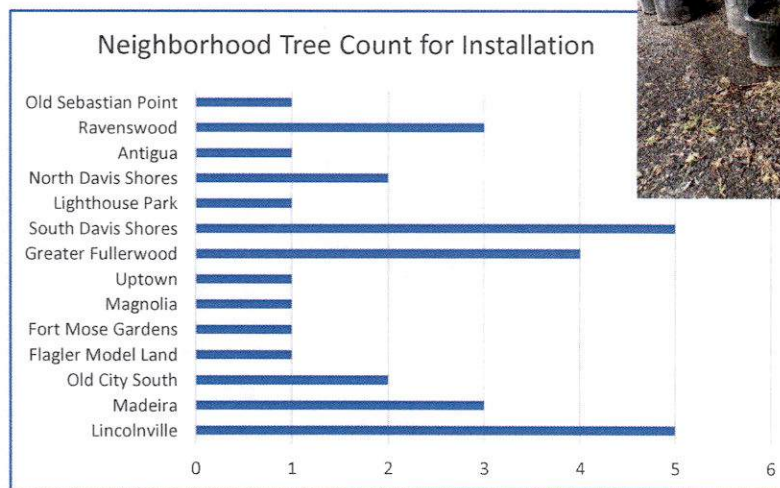
Key:

- ⁽¹⁾ Grant Dependent
- ⁽²⁾ Loan Dependent
- ^(*) 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
- ❖ 31 trees to be planted this cycle
- ❖ Trees will be planted January – February
- ❖ 85 trees planted in 2021/2022

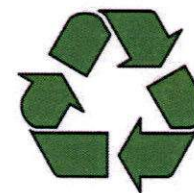


Sustainability Updates

Recycling Events

❖ Celebrating America Recycles Day – 11/18/2022

- ❖ Drop-off location at Solid Waste
- ❖ 132 participants
- ❖ 5,000 lbs of paper shredded
- ❖ 6 pallets of electronics & batteries recycled
- ❖ 2 gallons of used cooking oil recycled



Glass recycling
coming soon!

❖ Recycle Collection Event – 1/4/2023

- ❖ Drop-off location at Francis Field
- ❖ 83 participants
- ❖ 1 trailer load of electronics
- ❖ 45 gallons of used cooking oil recycled



www.citystaug.com/recyclingevents

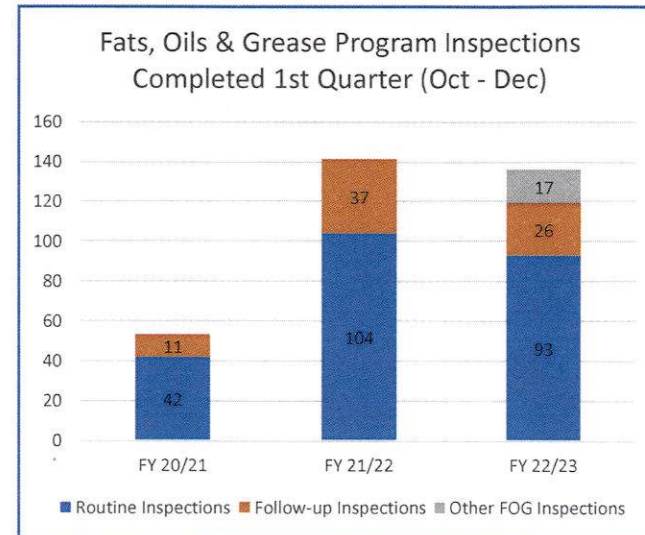
Environmental Programs Updates

❖ Fats, Oils & Grease Program

- ❖ 136 inspections completed this quarter
- ❖ 26 facilities out of compliance & required follow-up inspections
- ❖ 17 other inspections included new grease trap installations and facility evaluations

❖ Illicit Discharge Detection & Elimination Program

- ❖ Monthly pollution prevention inspections completed at fleet & marina
- ❖ 93 proactive illicit discharge inspections
- ❖ Cityworks implementation for tracking NPDES permit requirements



❖ Cross-Connection Control Program

- ❖ 2,091 active accounts
- ❖ Received/logged more than 480 backflow preventer test reports



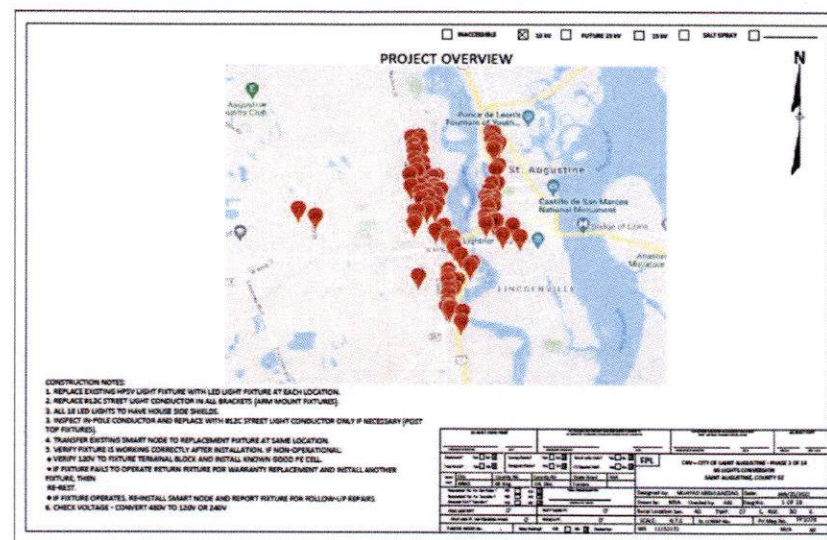
CoSA/FPL LED Light Conversion Program

❖ 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
- ❖ 100% Complete

	NAME	KELVIN	LUMEN
PRE (HPS)	70 HPS	2200	9000
POST (LED)	CREE RSW	3000	5000

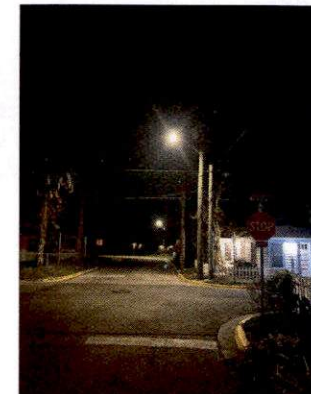
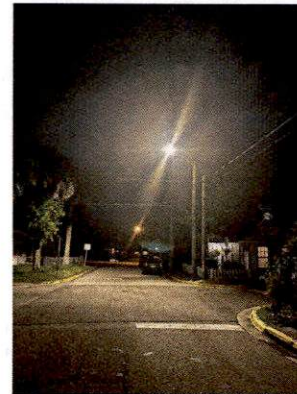
	NAME	KELVIN	LUMEN
PRE (HPS)	150 HPS	2200	15,000
POST (LED)	AEL ATBS	3000	8,212



CoSA/FPL LED Light Conversion Program

MITIGATING COMPLAINTS

- ❖ Complaints and requests are logged and recorded with the City then submitted to FPL through a work order system
- ❖ Total of 72 documented complaints
- ❖ Redirection Shrouds and tinting are being used to soften peripheral illumination
- ❖ The City continues to work with FPL and individual residents to resolve complaints.



2022 Nights of Lights Shuttle Update

Lot Location	Saturday 19-Nov	Friday 25-Nov	Saturday 26-Nov	Saturday 3-Dec	Saturday 10-Dec	Saturday 17-Dec	Monday 26-Dec	Tuesday 27-Dec	Wednesday 28-Dec	Thursday 29-Dec	Friday 30-Dec	Totals
301 San Marco	415	712	561	380	442	444	n/a	n/a	n/a	n/a	n/a	2,954
County Health Dept.	541	282	389	645	510	497	n/a	n/a	n/a	n/a	n/a	2,864
Broudy's	577	486	496	556	618	547	289	299	466	541	461	5,336
Anastasia Baptist Church	610	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	610
Amphitheatre	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0
R. B. Hunt School	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	0
2022 Totals	2,143	1,480	1,446	1,581	1,570	1,488	289	299	466	541	461	11,764
2021 Totals	1,929	1,463	1,410	1,784	2,290	1,958	868	793	736	625	768	14,624
2020 Totals (Covid)	0	0	0	0	0	0	0	0	0	0	0	0
2019 Totals	3,637	2,299	2,152	1,701	1,931	1,471	1,205	1,522	2,298	903	n/a	19,119
2018 Totals	2,895	1,006	1,769	1,640	1,436	1,862	n/a	n/a	1,125	n/a	n/a	11,733
2017 Totals	2,566	1,442	1,804	1,613	1,628	1,485	n/a	n/a	1,126	n/a	n/a	11,664
2016 Totals	1,190	784	873	1,184	1,159	588	441	454	530	260	456	7,919

Approximately 3,921 vehicles parked on the periphery for 2022 NoL



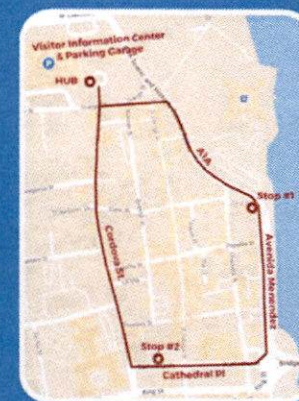
Circulator Update

Anticipated Launch Date is February 16, 2023

10am-10pm Daily



Passenger Loading Only



HUB at Visitor Information Center and Parking Garage

Stop #1 at Cuna Street and Avenida Menendez

Stop #2 at Cathedral Place and Cordova Street

***Hours of Operation:**
10am - 10pm Daily

Complimentary bus service operates in 15 minutes intervals.

**Hours of Operation may vary during Nights of Lights and other special holidays. Visit www.CityStAug.com/STAR for schedule changes.*



CITYSTAUG.COM/STAR





Paving Management Program

Completed city-wide pavement
condition assessment using
Roadbotics

St Augustine, FL 2022

1.86

Network PQ Score

89

Centerline Miles

[VIEW ROAD REPORT ANALYSIS](#)

Segments

1 2 3 4 5 All



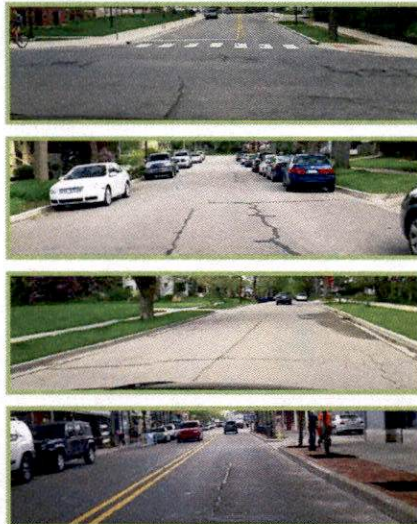
Paving Management Program

Roadbotics Classification System

Level 1



Level 2



Level 3



Level 4



Level 5



High
Quality

↑
City Street
Network Rating is
1.87

Very Poor
Quality



Pavement Management Program

Proposed FY 2023 Mill and Resurface Paving Projects

- N. Whitney St. from Chapin St. to Ravenswood Dr.
- Florida Ave. from Evergreen Ave. to Helen St.
- Carrera St.- from US1 to Cordova St.
- Riberia St.- from Orange St. to Grove Ave.
- Cordova St.- from King St. to Orange St.
- Fancher Ct. – from Casanova to Casanova
- Eugene Pl. – from Fancher Ct to dead end
- Ocean Vista Ave/Lighthouse Boat Ramp
- Abbott St. – from Joiner to Pine
- Garnett Ave. – from US 1 to San Marco
- Matanzas Ave. – from US 1 to San Marco
- Cunningham Ave. – from Matanzas to Sanchez

Construction Cost: \$ 800,000
Project Status: Solicitation - Construction
Construction Duration: Spring 2023

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



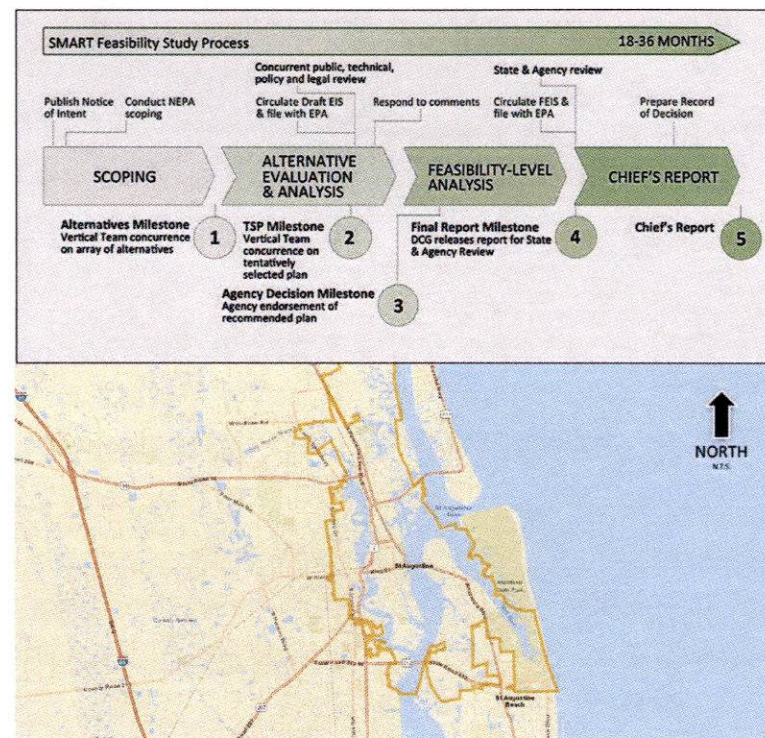


CIP Project Information Sheet

Army Corps of Engineers Back Bay Feasibility Study

The City of St. Augustine Coastal Storm Risk Management (CSRМ) 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.

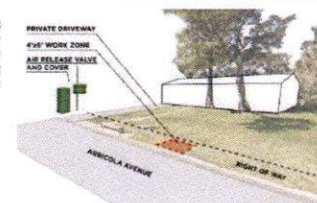
Driveways may be impacted during some times due to laydown of pipe and general coordination. The contractor team is committed to providing access / coordination as much as possible during construction.

WORK TIMELINE

START OF CONSTRUCTION
 Approximately
 March 14, 2022

END OF CONSTRUCTION
 May 2022

IMPACT TIME WITHIN EACH YARD
 1-3 weeks



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

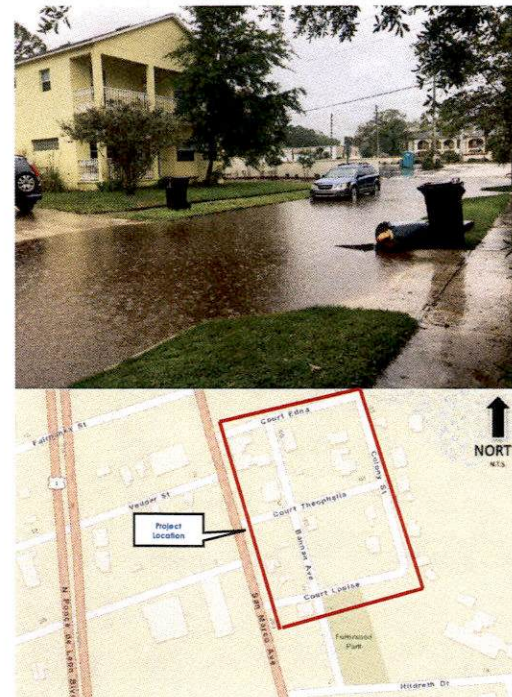


CIP Project Information Sheet

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

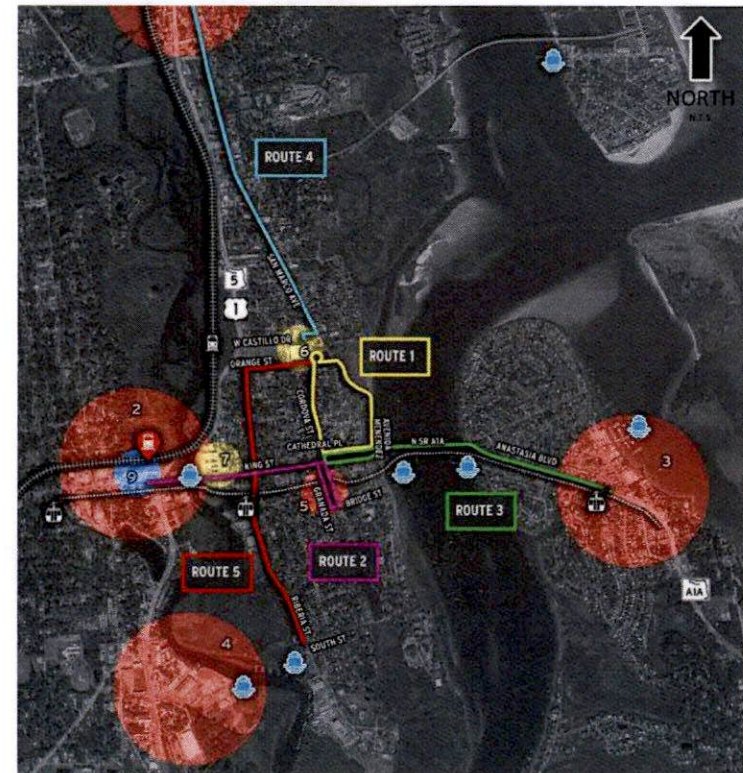


CIP Project Information Sheet

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



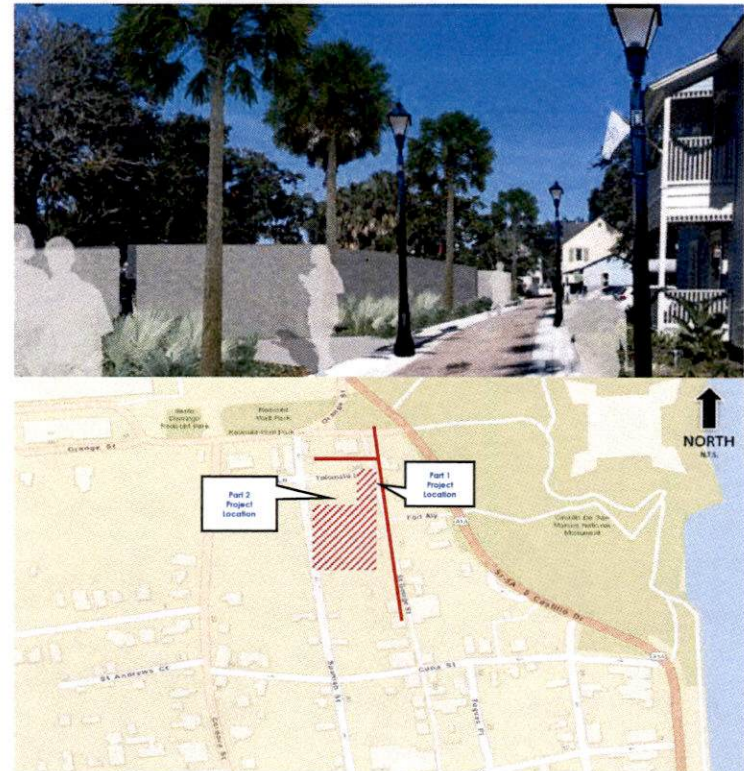
CIP Project Information Sheet

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

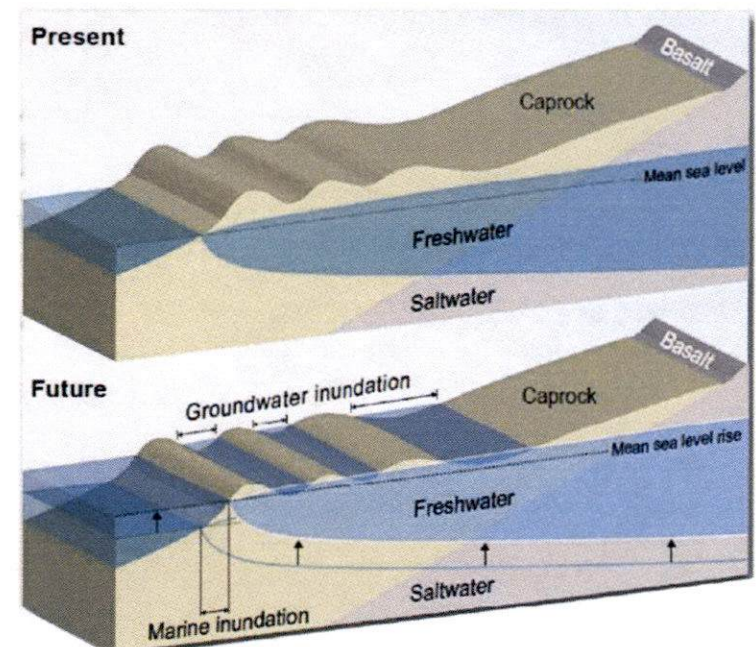


Figure 19. Conceptual diagram of groundwater inundation, obtained from Rotzoll and Fletcher (2012).

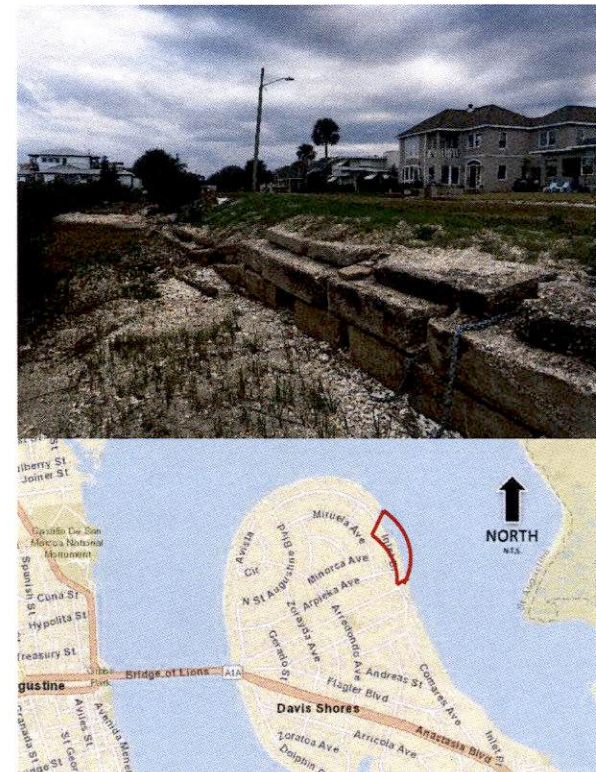
CIP Project Information Sheet

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:	\$ 190,000
Construction Cost:	\$ TBD estimate
Project Status:	Design
Construction Duration:	TBD

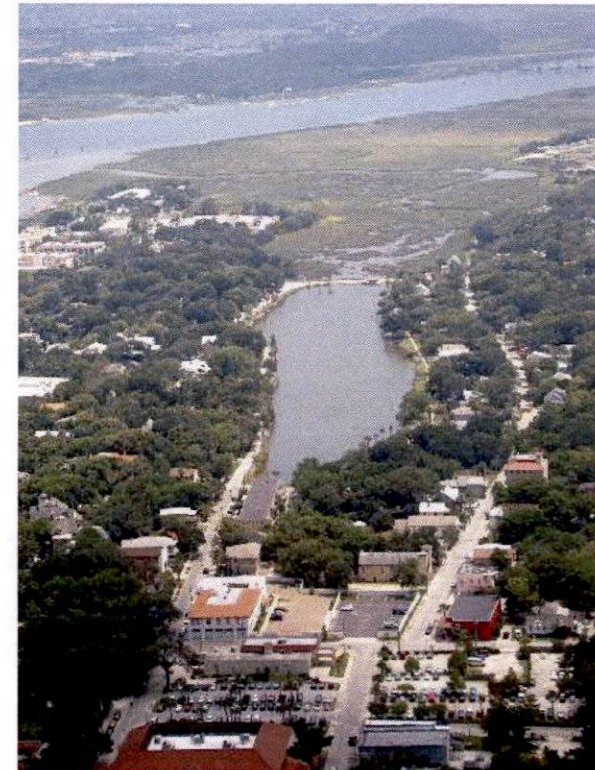


CIP Project Information Sheet

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

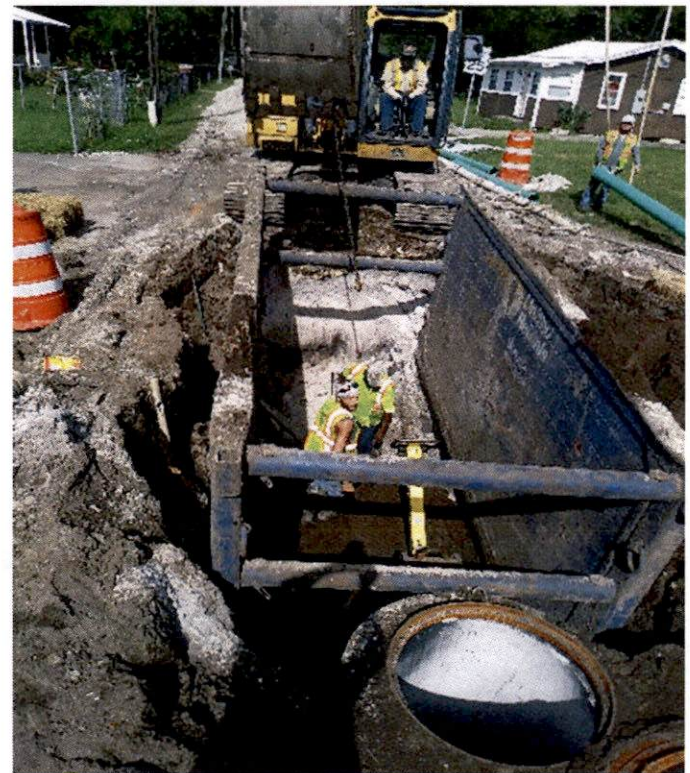


CIP Project Information Sheet

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.

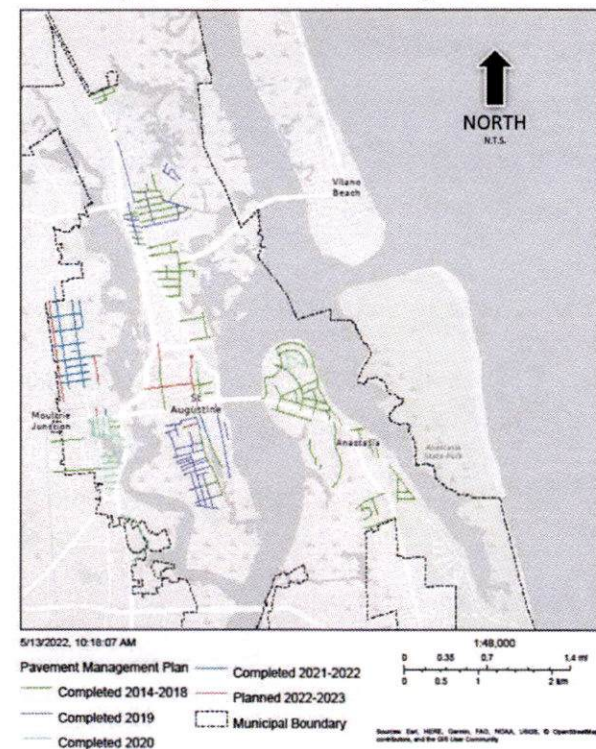
The objective of this program is to provide pavement treatments (i.e., mill and resurface) to streets that have been affected by utilities repairs, flooding and/or suffered frequent pothole asphalt repairs due to age.

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

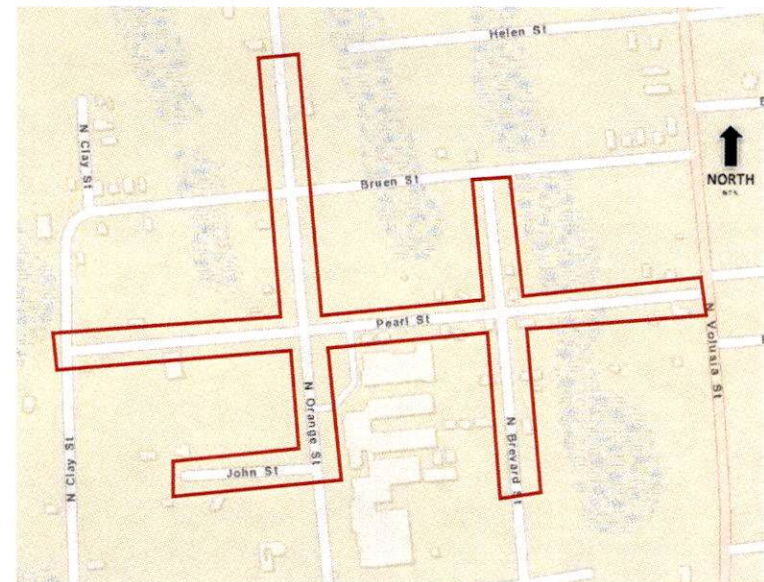
- N. Whitney St. from Chapin St. to Ravenswood Dr. - \$103,312
- Florida Ave. from Evergreen Ave. to Helen St. - \$86,951
- Carrera St.- from US1 to Cordova St. - \$70,659
- Riberia St.- from Orange St. to Grove Ave. - \$20,001
- Cordova St.- from King St. to Orange St. - \$61,212
- South Dixie Hwy. – 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
- Sanchez 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

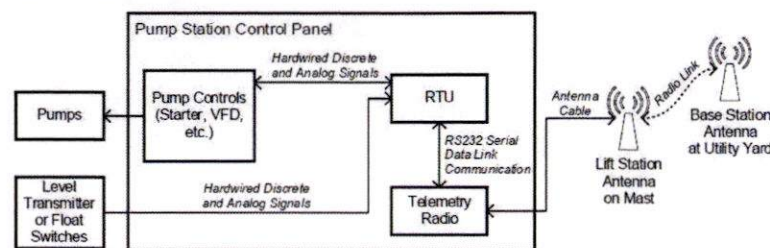
CIP Project Information Sheet

SCADA for Lift Stations, Water and Wastewater Treatment Plants

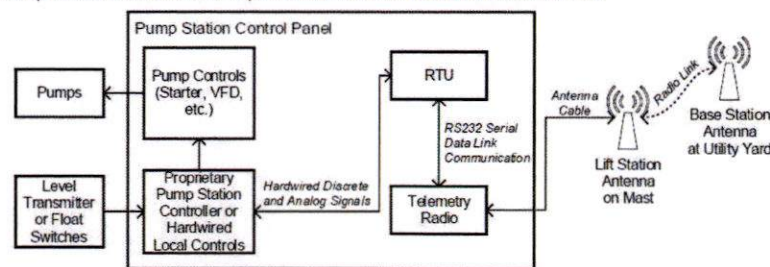
SCADA (Supervisory Control and Data Acquisition) is used to collect data and monitor the city's lift stations, water treatment plant, and wastewater treatment plant. Currently, the plants and operations are utilizing different systems and technologies of varying age and obsolescence. This project will 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

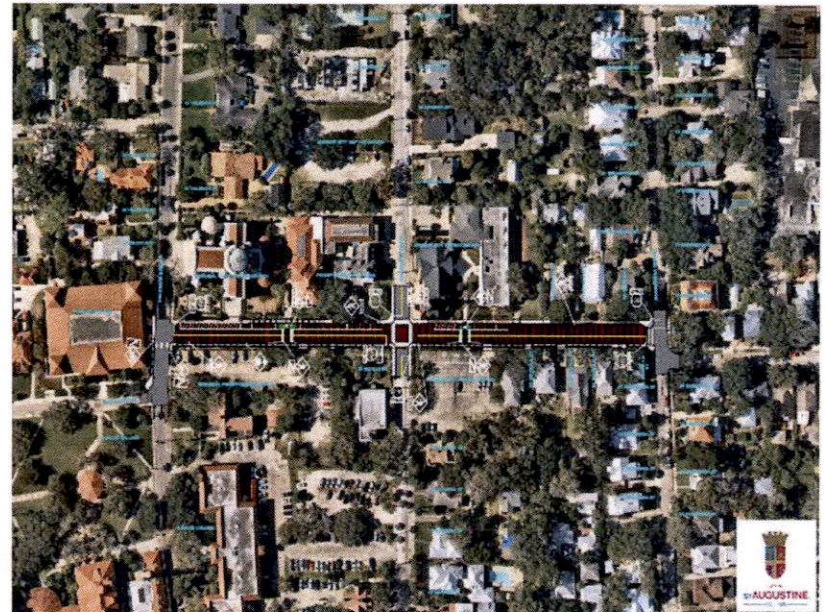


CIP Project Information Sheet

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

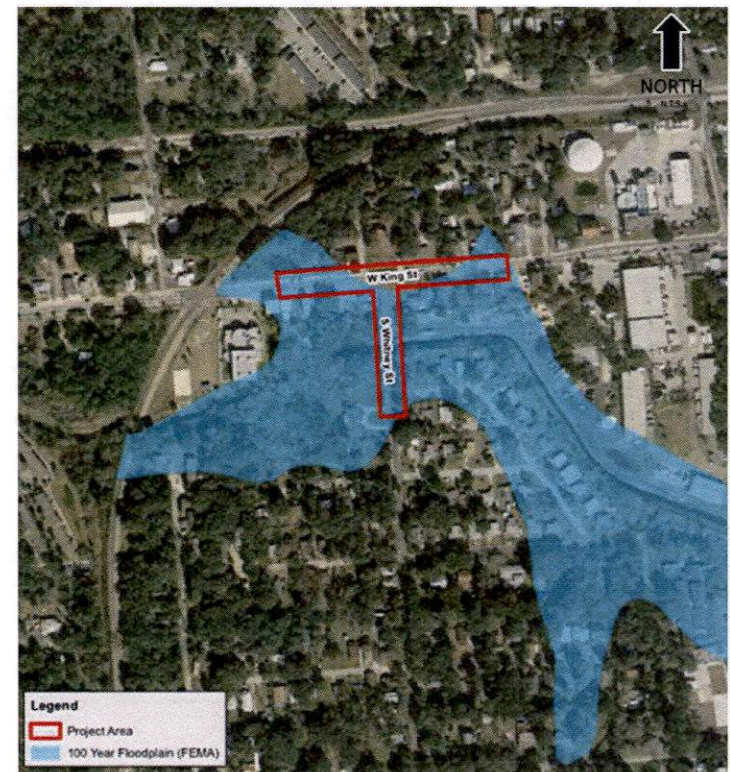


CIP Project Information Sheet

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

St. Francis Street Utility Improvements

St. Francis Street currently has a vitrified clay pipe (VCP) gravity sewer collection system that is oversized, shallow-sloped, with cementitious material in the invert of the mains. Sanitary sewer overflows and a collapsed main during trenchless repair qualifies for complete replacement. Project will consist of cast iron water main replacement, gravity sewer replacement, roadway (asphalt or brick) replacement, and stormwater improvements. Adjusting the grade and slope of the gravity sewer main will allow city to continue these hydraulic improvements along Cordova Street with the LMS project.

Design Cost:	\$ 120,000 estimate
Construction Cost:	\$ 1.1 M estimate
Project Status:	Design
Construction Duration:	TBD



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 Effluent Outfall Repair

This project will consist of realigning the 1,600 Ft HDPE wastewater treatment plant effluent pipe and diffuser. New precast concrete anchor collars will be installed at design intervals for the length of the pipeline. This will support and secure the pipeline in place for the remainder of the asset's projected life.

Design Cost:	\$ 62,500
Construction Cost:	\$ 500,000 estimate
Project Status:	Solicitation – Construction
Construction Duration:	4 months

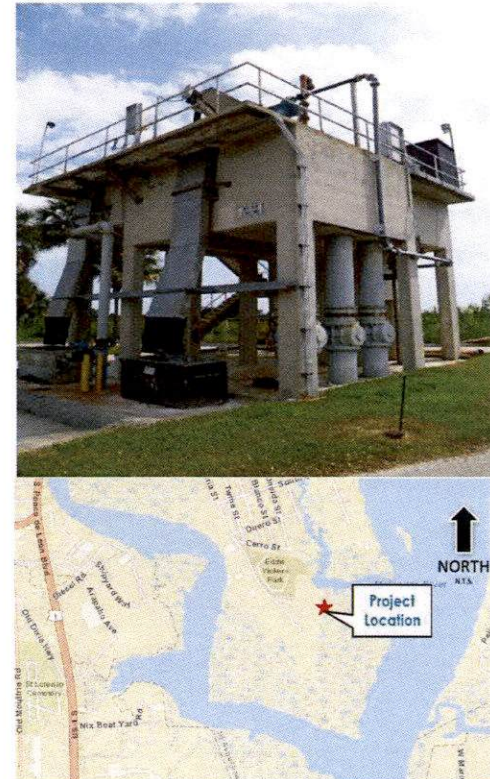


CIP Project Information Sheet

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

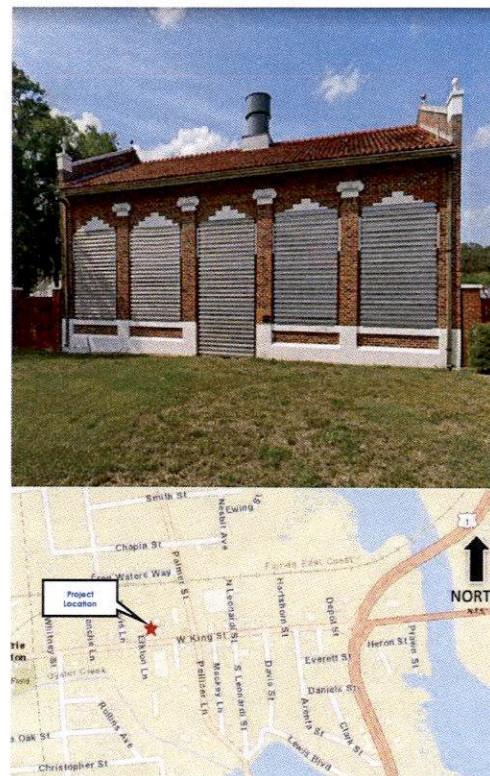


CIP Project Information Sheet

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:	\$ 2.4 M estimate
Project Status:	Construction
Construction Duration:	2022 – 2023

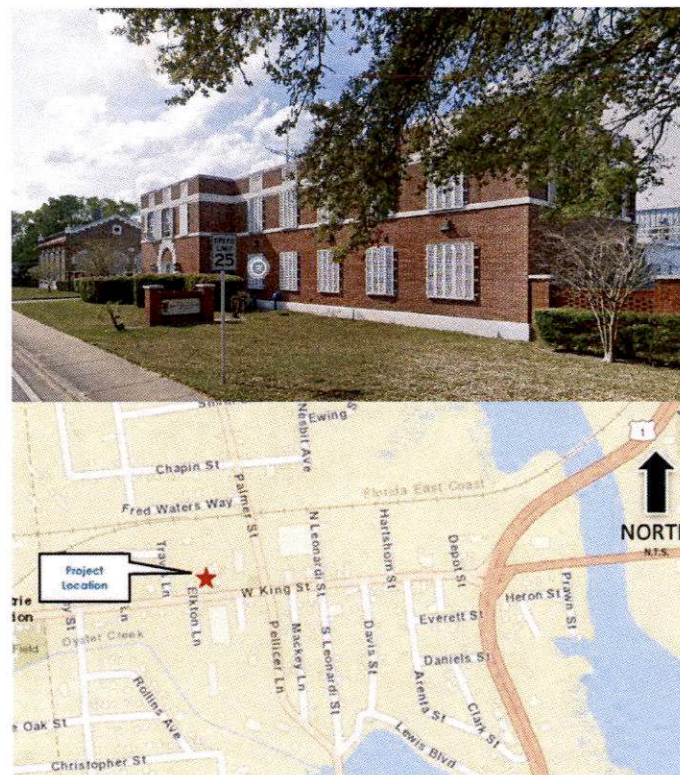


CIP Project Information Sheet

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

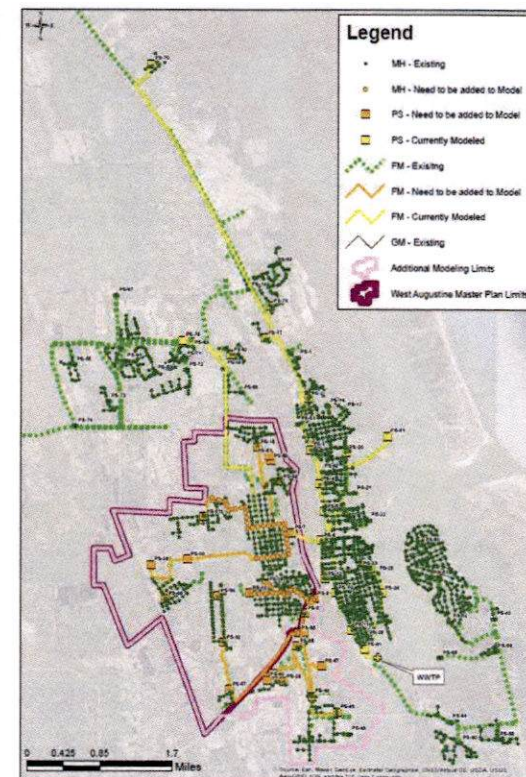


CIP Project Information Sheet

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: January 10, 2023

RE: Notification of one (1) upcoming term expiration – Historic Architectural Review Board (HARB)

Notification is being made to the Commission relevant to one (1) term expiration on the HARB. The term is currently held by Paul Weaver, III and will expire March 28, 2023. Mr. Weaver has served two consecutive terms and is not eligible for reappointment.

Requests for applications will be placed in the St. Augustine Record, in accordance with Board advertising policies, and posted on the City's website.

Attached is the current HARB roster, Board profile, and responsibilities.



Darlene Galambos
City Clerk

xc: Clerk's Office

HISTORIC ARCHITECTURAL REVIEW BOARD

Authorization:	Code of Ordinances, Chapter 28, Article II, Division 3 and Ordinance 2005-15.
Number of Members:	Five (5) Regular Members and Two (2) Alternates
Terms of Office:	Three (3) years, expiring on March 28 th - Original terms staggered; no member appointed for more than two full consecutive terms.
Appointment:	By City Commission.
Qualifications:	While preference shall be given to current City residents, City Commission may appoint a non-resident upon a finding that such non-resident is uniquely qualified. All members of the historic architectural review board shall have either thorough training and/or experience in: 1 history or related fields; 2 archaeology; 3 architectural history; 4 historic architecture; and 5 art history. Alternates shall be appointed for a three (3) year term, and shall have previously served as regular members and shall comply with all local and state requirements of office. Alternates will only be called upon to participate and vote at meetings in the event of an anticipated lack of quorum or bare minimum quorum of the regular members. See Section 28-82 for the criteria required in order to be appointed to the Board.
Duties:	Act on applications for Certificates of Appropriateness in HP-1 through HP-5; act on applications for building permits on property abutting HP-1 through HP-3; act on all applications for demolition permits for structures 50 years old or older within the City limits; cooperate with governments in planning proposed and future projects reflecting concerns and policies and assist as a consultant in development of future land use plans; advise property owners & government agencies concerning maintenance, protection, enhancement and preservation of historic resources; advise the City Commission concerning effects of local governmental actions on resources designated under the ordinance; recommend issuance of stop work order when not in compliance; develop rules and procedures necessary to implement powers and duties of the HARB consistent with ordinance; conduct regular public meetings and call special meetings; and designate historical landmarks.
Attendance:	Failure to attend two 2 of three 3 consecutive meetings without approval of the chair shall be considered a resignation of the position. Sec 28-85
Meetings:	Third Thursday of each month, 1 P.M. the Alcazar Room, City Hall.

HISTORIC ARCHITECTURAL REVIEW BOARD

Meets Monthly, 3rd Thursday - 1:00 p.m.
Alcazar Room, City Hall

Board Member	Contact information	Appointment	3-Year Terms Expire
Gaere MacDonald VICE-CHAIR Contractor	23 Water Street, 32084 904-814-7799 gmdconstruction@aol.com	03/25/19 1 st full term 03/14/22 2 nd full term	3/28/2025
Jon Benoit Contractor	900-D Anastasia Blvd, 32080 904-540-3065 jonbenoit@behstbuilders.com	03/26/18 1 st full term 03/08/21 2 nd full term	3/28/2024
Catherine Duncan CHAIR Architect	1942 Holly Oaks Lake Rd E. Jacksonville, FL 32225 904-377-2852 catherine@lociarchitects.com	11/09/15 fill vacancy 3/26/18 1 st full term 03/08/21 2 nd full term	3/28/2024
Brad Beach Architect	5 Hope St., 32084 904-521-3470 brad@itsanewday.co brad@newdaydev.com	03/14/22 1 st full term	3/28/2025
Paul Weaver, III Professional Preservation Consultant	5 Milton St, 32084 PO Box 1002, 32085 (preferred) 904-824-5178 (Business) 904-347-6090 hpa007@aol.com	06/25/18 1 st full term 04/27/20 2 nd full term	3/28/2023
VACANT <u>Alternate</u>			3/28/2023
<u>Alternate</u> Barbara Wingo Attorney/Historian	17 Saragossa St. 32084 PO Box 497, 32085 (preferred) 904-824-5146 352-214-1214 (Cell) bcwingo@gmail.com	03/14/22	3/28/2025

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: January 10, 2023

RE: Notification of two (2) upcoming term expiration – Corridor Review Committee (CRC)

Notification is being made to the Commission relevant to two (2) term expirations on the CRC. Current members are Michael Dixon and Vaughn Cochran with terms expiring March 28, 2023, both are eligible for reappointment.

Requests for applications will be placed in the St. Augustine Record, in accordance with Board advertising policies and posted on the City's website.

Attached is the current CRC roster, Board profile, and responsibilities.



Darlene Galambos
City Clerk

xc: Clerk's Office

CORRIDOR REVIEW COMMITTEE

Meets First Thursday - 2:00 p.m.
Alcazar Room, City Hall

Board Member	Contact information	Appointment	3-Year Terms Expire
Michael Dixon Chair-person Architect	200 16 th St., Unit 204 B 32080 847-502-3136 madixon1166@gmail.com	6/08/2020	3/28/2023
Vaughn Cochran Vice Chair Business owner/Anastasia	6310 Solano Creek Rd, Elkton, 32033 904-540-3183 blackfly.vaughn@gmail.com	6/08/2020	3/28/2023
Lorna MacDonald Vice Chair Business owner/San Marco	398 Marsh Point Circle, 32080 904-501-1990 raintreeemail@aol.com	6/08/2020 1 st full term 3/14/2022 2 nd full term	3/28/2025

CORRIDOR REVIEW COMMITTEE

Authorization:	Code of Ordinances, Chapter 28, Article II, Division 5, Sections 28-126 through 28-134 and Ordinance 2019-45. Modified by Ordinance 2020-15 and Ordinance 2020-21
Number of Members:	Three (3) Regular Members
Terms of Office:	Corridor Review Committee (CRC) consisting of three (3) members to be appointed by the City Commission from applications submitted on forms as from time to time promulgated by the City Manager and approved by the City Commission and shall serve at the pleasure of the City Commission. The initial appointment of members shall be as follows: one (1) member of the board as established herein shall be appointed for a term of three (3) years; one (1) member for a term of two (2) years; and one (1) for a term of one (1) year. Thereafter all members shall be appointed for a three (3) year term.
Appointment:	By City Commission.
Reappointment:	Normal appointments expire March 28th of each year. Members may serve two 2 consecutive full terms only.
Qualifications:	One (1) seat on the board shall be designated for a licensed, or retired, architect or landscape architect with preference given to those who are city residents or whose business is located within the city; and two (2) seats for property owners or tenants of properties located within the respective entry corridors as defined in the City's adopted design standards for entry corridors. If insufficient qualified applicants for the property owner or tenant seats are received by the Clerk, the City Commission may appoint another licensed or retired architect or landscape architect to be seated in order to maintain the three (3) person board. The City Commission shall have final authority over the evaluation of qualifications received and appointment of board members.
Duties:	The administrative review and decision of a development permit application shall be as prescribed in the adopted DSEC. The CRC review and decision of a development permit or appeal of an Administration decision shall comply with the process and review criteria as prescribed in the adopted DSEC and this code.
Attendance:	Failure to attend two 2 of three 3 consecutive meetings without approval of the chair shall be considered a resignation of the position. Sec 28-128
Meetings:	Meets every 1 st Thursday of the month as-needed with a regular meeting in April for annual reorganization.

CITY OF ST. AUGUSTINE

City Commission Shade Meeting
Monday, December 12, 2022

The City Commission met in formal session Monday, December 12, 2022 at 4:03 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Nancy Sikes-Kline, and the following were present:

- 1. Roll Call:** Nancy Sikes-Kline, Mayor
Roxanne Horvath, Vice Mayor/City Commissioner
Barbara Blonder, City Commissioner
Cynthia Garris, City Commissioner
Jim Springfield, City Commissioner
- John Regan, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Colleen Kuhn, Recording Secretary

2. Public Comment

Public comment was opened; however, there was no response.

3. City Attorney requests the advice of the City Commission regarding the Court's Order issued in litigation for:

Isabelle Lopez, City Attorney presented the item.

Case No.: CA21-1150 - SA Marina Holdings, LLC v. City of St. Augustine, Florida.

Participants shall be limited to: City Commission - Mayor Nancy Sikes-Kline, Vice-Mayor Roxanne Horvath, Commissioner Barbara Blonder, Commissioner Cynthia Garris, and Commissioner Jim Springfield; City Manager John Regan, City Attorney Isabelle Lopez, and a Certified Court Reporter.

4. Recess to the Alcazar Conference Room for Shade Meeting.

Mayor Sikes-Kline requested the Board recess to the Alcazar Conference Room at 4:05 p.m.

5. Re-open Regular Meeting.

Mayor Sikes-Kline reconvened the meeting at 4:31 p.m.

Ms. Lopez asked the Commission for consensus to place the proposed terms of the Settlement Agreement on the Commission's Regular Sunshine meeting agenda.

The Commission agreed to put the item on the Regular Meeting Agenda.

6. Any matters to be decided in the public meeting, followed by adjournment.

There being no further business, the meeting was adjourned at 4:32 P.M.¹

Nancy Sikes-Kline, MAYOR

¹ Transcribed by Colleen Kuhn

Darlene Galambos, CITY CLERK

DRAFT

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, December 12, 2022

The City Commission met in formal session Monday, December 12, 2022, at 5:00 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Nancy Sikes-Kline, and the following were present:

1. Roll Call: Nancy Sikes-Kline, Mayor
Roxanne Horvath, Vice Mayor/City Commissioner
Barbara Blonder, City Commissioner
Cynthia Garris, City Commissioner (Out of the room during roll call)
Jim Springfield, City Commissioner

Also Present: John Regan, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
David Birchim, Assistant City Manager
Reuben Franklin, Director, Public Works
Amy Skinner, Director, Planning and Building
Melissa Wissel, Director, Communications
Jennifer Michaux, Police Chief
Colleen Kuhn, Recording Secretary

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Dr. Gary Williams of Hopewell Church, delivered the invocation, and Commissioner Horvath led the Pledge of Allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

Isabelle Lopez, City Attorney requested the proposed Settlement Agreement regarding the SA Marina litigation be added to the Agenda as Item 4.B., and that public comment be included. She noted that copies of the Agreement were available to the public.

MOTION

Commissioner Horvath MOVED to approve the Regular Agenda as

amended. The motion was SECONDED by Commissioner Blonder and APPROVED BY UNANIMOUS VOICE VOTE.

3. Special Presentations, Recognitions and Proclamations

None.

4. General Public Comments (3 minutes per individual)

The Commission heard from the following members of the public:

- Rick Spence
- Maureen Long
- Henry Hull
- B.J. Kalaidi

Public comment closed.

4.B. Proposed Settlement Agreement regarding SA Marina Holdings LLC. litigation.

Ms. Lopez said the proposed Settlement Agreement pertained to litigation between SA Marina Holdings LLC and the City of St. Augustine to resolve a dual litigation. She reviewed details of the lawsuit and proposed outcomes.

Public comment was opened; however, there was no response.

MOTION

Commissioner Horvath MOVED to approve the proposed Settlement Agreement and scheduling of the rezoning process. The motion was SECONDED by Commissioner Springfield.

VOTE ON MOTION:

AYES: Horvath, Springfield, Garris, Blonder, Sikes-Kline

NAYES: None

MOTION APPROVED UNANIMOUSLY

5. Consent Agenda

John Regan, City Manager, read the Consent Agenda.

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON JANUARY 9, 2023:

None.

CA.3. Reminder of Upcoming Meetings:

- January 9, 2023, 5:00pm, Regular City Commission Meeting
- January 23, 2023, 5:00pm, Regular City Commission Meeting
- February 13, 2023, 5:00pm, Regular City Commission Meeting

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

- Regular City Commission Meeting - October 10, 2022
- Regular City Commission Meeting - October 24, 2022
- Regular City Commission Meeting - November 14, 2022

CA.5. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):

575 B Helen Street - H.D. Tommy Manucy

CA.6. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION.

(COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING).

None.

CA.7. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED:

Proclamation 2023-03: Commits to support Active People, Healthy Nation strategies. (N. Sikes-Kline, Mayor)

CA.8. Proportionate Share Mitigation Agreement between the St. Johns County School District, the City and Shipyards Multifamily, LLC. for the collection of school district impact fees for new residential construction. (A. Skinner, Director Planning and Building)

CA.9. Approval of the 2023 City Commission meeting and holiday schedule. (D. Galambos, City Clerk)

CA.10. Approval of interpretive panels for installation at Fish Island Preserve. (R. Franklin, Director Public Works)¹

CA.11. Invoice for Ponce Associates/Maderia Subdivision from Baker & Hostetler LLP in the amount of

¹ Item moved to the Regular Agenda

\$5,510.50. (R. Franklin, Director Public Works)

CA.12. Invoice for \$4,338.90 from Cavendish Partners, PA for services rendered in the Philip Smith v. City matter. (I. Lopez, City Attorney)

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

Commissioner Springfield and Mayor Sikes-Kline requested that Item CA.10 be moved to the Regular Agenda.

5.B. Approval of Consent Agenda

MOTION

Commissioner Horvath MOVED to approve the Consent Agenda as amended. The motion was SECONDED by Commissioner Blonder and APPROVED BY UNANIMOUS VOICE VOTE.

C.A. 10 Approval of interpretive panels for installation at Fish Island Preserve. (R. Franklin, Director Public Works)²

Commissioner Springfield proposed adding a trail or panels geared towards children, field trips, and families.

Commissioner Horvath supported the idea of a trail for students.

Commissioner Blonder thanked staff for their work on the interpretive panels. She commented that she had received emails about the project and shared her concerns about identifying archeological sites on maps. She noted that QR Codes were helpful since people were eager to get out on the trails and were not likely to spend a lot of time reading interpretive panels.

Ruben Franklin, Public Works Director said that the welcome entrance sign would be about three feet by five feet and that public

and Commissioner comments would be considered when adding a new trail. He said a historical marker would be located at the front of the park. He noted that staff had obtained feedback from multiple sources on the interpretive panels and explained how the QR Codes would be placed on the panels.

Mr. Regan requested that the Commission include the entrance sign in their motion.

MOTION

Commissioner Blonder MOVED to approve the eight interpretive panels, and historical marker at the entry way. The motion was SECONDED by Commissioner Springfield.

Mayor Sikes-Kline asked that there be consideration and discussion on the agricultural aspect of the project.

VOTE ON MOTION:

AYES: Blonder, Springfield, Horvath, Garris, Sikes-Kline

NAYES: None

MOTION APPROVED UNANIMOUSLY

6. Appeals

6.A. Appeal of action by Planning and Zoning Board regarding 13 Dolphin Drive offering options to be considered. (D. Birchim, Assistant City Manager)

Mayor Sikes-Kline recused herself from Item 6.A. due to having remaining interest in the property.³

David Birchim, Assistant City Manager presented information on Item 6.A. and outlined the property deed restrictions that were considered by the Planning and Zoning Board. He provided the Commission with their options in addressing the Appeal.

The Commissioners disclosed ex parte.

² Item CA.10 moved from Consent Agenda to Regular Agenda.

³ Recusal form attached to final meeting minutes.

Public Hearing was opened.

- B.J. Kalaidi

Public hearing was closed.

MOTION

Commissioner Blonder moved to affirm the action taken by the Planning and Zoning Board. The motion was SECONDED by Commissioner Horvath.

VOTE ON MOTION:

AYES: Blonder, Horvath, Garris, Springfield

NAYES: None

MOTION APPROVED UNANIMOUSLY

6.B. Appeal of action by Planning and Zoning Board denying a variance request related to the expansion of an existing parking facility on or near 63 Hypolita Street. (A. Skinner, Director Planning and Building)

Amy Skinner, Planning and Building Director presented information on Item 6.B. and reviewed the Planning and Zoning Board's (PZB) denial of the Application.

The Commissioners disclosed ex parte.

Public comment was opened.

- Thomas Marotta
- Benjamin Brandao
- Mona Wareing
- Becky Geiger
- Louis Stevens
- B.J. Kalaidi

Public comment closed.

Glen Weeks, Appellant, presented information on his appeal and reviewed the process he had gone through with the City. He spoke about challenges with variances outlined in the City Code, and his reasons for wanting to add parking.

Commissioner Garris asked about the Appellant's plans for landscaping.

Mr. Weeks described his plans for landscaping.

Commissioner Blonder asked for clarification on the number of parking spaces being requested and redevelopment plans.

Mr. Weeks responded that his request was for three parking spaces. He said he could not provide a definite timeline for redevelopment.

Public comment was reopened.

- Benjamin Brandao

Public comment was closed.

The Commissioners and staff discussed the definition of a singular disadvantage, and whether the parking could become public. Ms. Skinner reviewed the variances denied by the PZB:

- 1) increased number of parking spaces
- 2) distance from other parking facilities
- 3) increased compact parking spaces
- 4) drive isle width for parallel parking spaces

Ms. Skinner reviewed drawings of the area in question, further explained the variances requested by the Appellant, and reviewed the criteria for granting a variance.

Mr. Weeks provided a rebuttal, and explained the work he had done to bring the property up to code.

Commissioner Blonder reviewed specific details of the City's Comprehensive Plan, and the PZB's decision not to approve the variances.

The Commission continued their deliberations. They noted the challenges

with parking around the city, outlined the pros and cons of each variance, and discussed possible options for the Appellant to modify his application.

The Commission provided the Appellant an opportunity to modify his application, and have it remanded back to PZB.

Mr. Weeks offered to include a ten-year timeline on the development of his property.

Ms. Lopez explained that the City could not add conditions to variances. She confirmed with the Appellant, that his original four variance requests remained the same.

MOTION

Commissioner Blonder moved to deny the appeal and confirm the PZB's denial of the variance request which occurred on October 4, 2022. Motion failed due to lack of a second.

MOTION

Mayor Sikes-Kline moved to overturn the PZB's decision and grant the variances. The motion was **SECONDED** by Commissioner Garris.

VOTE ON MOTION:

AYES: Sikes-Kline, Garris

NAYES: Springfield, Blonder, Horvath

MOTION FAILED 2/3

MOTION

Commissioner Blonder moved to deny the appeal and confirm the PZB's denial of the variance request which occurred on October 4, 2022. The motion was **SECONDED** by Commissioner Springfield.

VOTE ON MOTION:

AYES: Blonder, Springfield, Horvath

NAYES: Garris, Sikes-Kline

MOTION PASSED 3/2

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

7.A. General Public Presentations

None.

7.B. Items of Great Public Importance

None.

7.C. Other Items Requiring Public Hearing

None.

8. Ordinances and Resolutions – Public Hearing Required.

8.A. Ordinances – Second Reading

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

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

9. Ordinances and Resolutions - No Public Hearing Required

9.A. Ordinances – First Reading

9.B. Resolutions

10. Staff Reports and Presentations

10.A. Discussion of a donation of a menorah by Rabbi Levi Vogel to be placed as part of the City's display of lights and Christmas tree during the annual Nights of Lights event in the Plaza. (D. Birchim, Assistant City Manager)

Mr. Birchim led the discussion regarding Item 10.A.

MOTION

Mayor Sikes-Kline moved to approve the Menorah display and accept the

donation. The motion was **SECONDED** by Commissioner Horvath.

VOTE ON MOTION:

AYES: Sikes-Kline, Horvath, Garris, Springfield, Blonder

NAYES:

MOTION APPROVED UNANIMOUSLY

11. ITEMS BY CITY ATTORNEY

None.

12. ITEMS BY CITY CLERK

12.A. Request for two appointments to the Code Enforcement Adjustment and Appeals Board (CEAAB). (D. Galambos, City Clerk)

Darlene Galambos, City Clerk reviewed Item 12.A. and requested the Commission approve the re-appointments of two current Code Enforcement Adjustments and Appeals Board (CEAAB) members.

MOTION

Commissioner Blonder moved to approve the re-appointments. The motion was **SECONDED** by Mayor Sikes-Kline.

VOTE ON MOTION:

AYES: Blonder, Sikes-Kline, Garris, Springfield, Horvath

NAYES:

MOTION APPROVED UNANIMOUSLY

13. ITEMS BY CITY MANAGER

None.

14. Items by Mayor and Commissioners

Commissioner Blonder requested that staff provide an update on Eddie Vickers Park and the Department of Transportation's plans for the bridge.

Mr. Regan indicated staff would schedule presentations on both topics.

15. Adjournment

There being no further business, the meeting was adjourned at 7:22 P.M.⁴

Nancy Sikes-Kline, MAYOR

Darlene Galambos, CITY CLERK

⁴ Transcribed by Colleen Kuhn

CITY OF ST. AUGUSTINE

City Commission Shade Meeting
Monday, December 12, 2022

The City Commission met in formal session Monday, December 12, 2022 at 4:33 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Nancy Sikes-Kline, and the following were present:

- 1. Roll Call:** Nancy Sikes-Kline, Mayor
Roxanne Horvath, Vice Mayor/City Commissioner
Barbara Blonder, City Commissioner
Cynthia Garris, City Commissioner
Jim Springfield, City Commissioner
- John Regan, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Colleen Kuhn, Recording Secretary

2. Public Comment

Public comment was opened; however, there was no response.

3. City Attorney requests the advice of the City Commission regarding the pending litigation in:

Isabelle Lopez, City Attorney introduced the item.

3:21-cv-01139-HES-LLL - SA Marina Holdings, LLC v. City of St. Augustine, Florida.

Participants shall be limited to: City Commission - Mayor Nancy Sikes-Kline, Vice-Mayor Roxanne Horvath, Commissioner Barbara Blonder, Commissioner Cynthia Garris, and Commissioner Jim Springfield; City Manager John Regan, City Attorney Isabelle Lopez, Susan Erdelyi, Outside Counsel, and a Certified Court Reporter.

4. Recess to the Alcazar Conference Room for Shade Meeting.

Mayor Sikes-Kline requested the Board recess to the Alcazar Conference Room at 4:35 p.m.

5. Re-open Regular Meeting.

Mayor Sikes-Kline reconvened the meeting at 4:45 p.m.

Ms. Lopez confirmed that copies of the proposed Settlement Agreement would be available for public review during the Commission's Regular Sunshine meeting.

6. Any matters to be decided in the public meeting, followed by adjournment.

There being no further business, the meeting was adjourned at 4:45 P.M.¹

Nancy Sikes-Kline, MAYOR

Darlene Galambos, CITY CLERK

¹ Transcribed by Colleen Kuhn

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

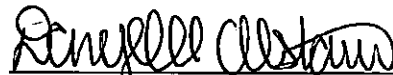
DATE: January 12, 2023

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 56 CHARLOTTE STREET**

Enclosed is a Satisfaction and Release of Mortgage for 56 Charlotte Street, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine, Maria Dayakli, and Azman Dayakli. The mortgage was recorded in the Public Records of St. Johns County on July 22, 2022. Copies of the Unit Connection Fee Mortgage and Promissory Note are enclosed as well for reference.

Please place this Release and Satisfaction of Mortgage on the consent agenda for consideration and execution at the January 23, 2023 City Commission meeting.

Please contact me if you have any questions or comments. Thank you.

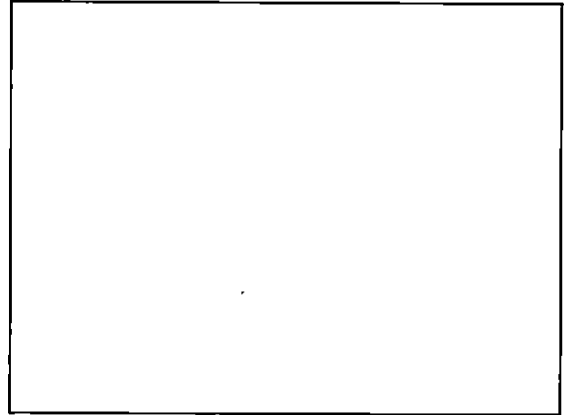


Danyelle S. Alston
Assistant City Attorney

/s/
Attachment

xc: Darlene Galambos, City Clerk (with original)

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



**SATISFACTION AND
RELEASE OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS:

THE CITY OF ST. AUGUSTINE, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085-0210 (hereinafter referred to as "Mortgagee"), in consideration of the covenants and agreements set forth hereinafter, hereby releases **MARIA DAYAKLI and AZMAN DAYAKLI**, whose address is 56 Charlotte Street, St. Augustine, Florida 32084, their heirs, assigns or successors in title (hereinafter referred to as "Mortgagors"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated June 28, 2022, recorded at Official Records Book 5602, Page 514, of the Public Records of St. Johns County, Florida, and relating to that certain lot, parcel or piece of land situated in the City of St. Augustine, St. Johns County, Florida, described in **Exhibit "A"** attached hereto and incorporated herein.

Mortgagee hereby releases said Mortgagors from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 5602, Page 514, of the Public Records of St. Johns County, Florida, and such obligations related to said documents have been fully performed and are therefore satisfied.

IN WITNESS WHEREOF, this Satisfaction and Release of Mortgage has been duly signed and executed by the Mortgagee, this _____ day of _____, 2023.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Nancy Sikes-Kline, Mayor-Commissioner

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

WITNESS my hand and official seal, this _____ day of _____, 2023.

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION: LOT 11, BLOCK 9, CITY OF ST. AUGUSTINE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 197030-0000

LOCATION ADDRESS: 56 CHARLOTTE STREET, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

THIS MORTGAGE, by and between **Maria Dayakli and Azman Dayakli** whose address is 56 Charlotte Street, FL. 32084 (hereinafter called "Mortgagor") and **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Dept., St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

WITNESSETH that for good and valuable consideration, and also in consideration of the Mortgagee's deferment of certain water and/or sewer unit connection fees owed by the Mortgagor to the Mortgagee as evidenced by the Unit Connection Fee Promissory Note hereinafter described, the said Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee all that certain piece, parcel or tract of land of which the said Mortgagor is now seized and possessed and in actual possession, situate in the county of St. Johns and state of Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Together with all structures and improvements now and hereafter on said land, and the fixtures attached thereto.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all the estate, right, title, interest, homestead, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of the said Mortgagor in and to the same, and every part thereof, unto the said Mortgagee, in fee simple.

And the Mortgagor hereby covenants with the Mortgagee that it is indefeasibly seized of said land in fee simple; that it has full power and lawful right to convey the same in fee simple as aforesaid; and that said Mortgagor will make such further assurances to prove the fee simple title to said land to said Mortgagee as may be reasonably required.

Provided always, and these presents are executed and delivered upon the following conditions, to-wit:

The Mortgagor agrees to timely pay the Mortgagee, or order, the payments described in the copy of the Unit Connection Fee Promissory Note attached hereto as Exhibit "B" in the manner and at the times described therein.

And shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every of the stipulations, agreements, conditions, and covenants of said Promissory Note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

And the Mortgagor further covenants as follows:

1. That it will pay all and singular the costs, charges and expenses, including reasonable attorney's fees, and costs of abstracts of title, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of said Promissory Note and this mortgage, and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this mortgage.

2. That (a) in the event of any breach of this mortgage or any mortgage superior or junior hereto or default on the part of the Mortgagor under this or any other mortgage encumbering the property mortgaged hereby, or (b) in the event that any of said sums of money herein referred to be not promptly and fully paid without demand or notice, or (c) in the event that each and every of the stipulations, agreements, conditions and covenants of said note and this mortgage are not promptly and fully performed, then in either or any such event, the said aggregate sum mentioned in said note then remaining unpaid, with interest accrued to that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said note or in this mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of said Mortgagee, without notice or demand, suit at law or in equity May be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee May foreclose this mortgage, as to the amount so declared due and payable, and the said premises shall be sold to satisfy and pay the same, together with costs, expenses and allowances.

3. That the Mortgagee will make monthly payments in the amount of \$296.16 for 60 Months, with the first payment due August 15, 2022.

28th day of June 2022 IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this

Signed, sealed and delivered in the presence of:

[Signature]
Witness
Printed Name: Laura Morse

[Signature]
Witness
Printed Name: Darlene Galambos

[Signature]
Witness
Printed Name: Laura Morse

[Signature]
Witness
Printed Name: Darlene Galambos

BY: [Signature]
(Name) Maria Dayakli
(Address) 56 Charlotte St
(Telephone) (201) 470-7181

BY: [Signature]
(Name) Azman Dayakli
(Address) 56 Charlotte St
(Telephone) (201) 803-6099

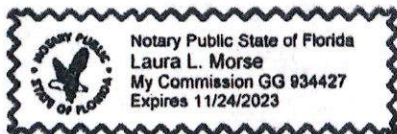
*** NOTARY CERTIFICATION APPEARS ON THE FOLLOWING PAGE ***

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Maria Dayakli**, by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who has produced DL B240-553-78-627-0 as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 28th day of June, 2022

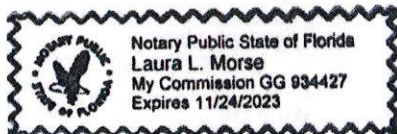


[Signature]
Notary Public, State of Florida

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, **Azman Dayakli**, by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who has produced DL B240-000-65-001-0 as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 28th day of June, 2022



[Signature]
Notary Public, State of Florida

Exhibit "A"

LEGAL DESCRIPTION

Parcel ID Number: 1970300000

Lot 11, Block 9, CITY OF ST. AUGUSTINE, according to the map or plat thereof, as recorded in the Public Records of St. Johns County, Florida.

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: Maria and Azman Dayakli
ADDRESS: 56 Charlotte St.
St. Augustine, FL 32084

\$15,253.13

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at 56 Charlotte St. Saint Augustine, FL. 32084, the undersigned, jointly and severally, promises to pay to the order of **CITY OF ST. AUGUSTINE, P.O. Box 210, St. Augustine, Florida, 32085**, or elsewhere as the holder hereof may from time to time require, the principal sum of **15,253.13 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **6.18 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **296.16 Dollars**, commencing on August 15, 2022 and continuing on the same date each and every month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

The maker(s) hereof waives presentment for payment and demand. Time is of the essence hereof. It is expressly agreed that if this Note or any part or installment thereof be not paid within ten (10) days after the same becomes due and payable, anything herein to the contrary notwithstanding, the maker(s) hereof understands that all unpaid sums shall immediately be due and payable at once, without notice or demand, together with all costs of collection, including reasonable attorney's fees, whether suit be filed or not.

The maker(s) hereof may prepay any part of the principal sum hereof in any amount at any time, but any such prepayment shall not relieve the maker(s) hereof from making payment of the installment then due nor any subsequent installment provided hereby, unless at the time of such prepayment the maker(s) hereof pays all sums hereon.

Any waiver of the right to exercise any option by the holder hereof shall not constitute a waiver of the right to exercise said option at any future time.

All notices, demand, presentment, dishonor and requirements under any law of Florida are hereby expressly waived.

Note: Fl. Stat. 159.17 – Lien of services charges – any municipality issuing revenue bonds hereunder shall have a lien on all lands or premises served by any water system, sewer system or gas system for all service charges for such facilities until paid, which liens shall be prior to all other liens on such lands or premises except the lien of state, county and municipal taxes and shall be on a parity with the lien of such state, county and municipal taxes. Such liens, when delinquent for more than 30 days, may be foreclosed by such municipality in the manner provided by the laws of Florida for the foreclosure of mortgages on real property.

Exhibit "B"

This Note is secured by and subject to the terms of a mortgage (or a letter of credit) of even date herewith.

Signed, sealed and delivered **dated as of** June 28, 2022, in the presence of:

Witness

Printed Name:

Laura Morse

Witness

Printed Name:

Darlene Galambos

Witness

Printed Name:

Laura Morse

Witness

Printed Name:

Darlene Galambos

BY:

Dayakli

(Name) Maria Dayakli
(Address) 56 Charlotte St.
(Telephone) (201) 470-7181

BY:

Azma Dayakli

(Name) Azma Dayakli
(Address) 56 Charlotte St.
(Telephone) (201) 803-6099

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Maria Dayakli**, by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who has produced DL D240-553-78-627-0 as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this

28th day of June, 2022



[Signature]
Notary Public, State of Florida

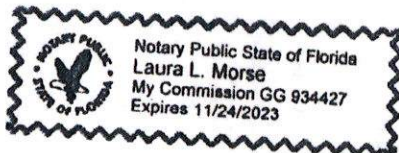
STATE OF Florida

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, **Azman Dayakli**, by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who has produced DL D240-000-65-001-0 as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this

28th day of June, 2022



[Signature]
Notary Public, State of Florida

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: January 12, 2023

RE: **Petition for Voluntary Annexation and Pre-Annexation Agreement for a Parcel of Land South of the Existing Shipyards Project and East of Arapaho Avenue Containing Approximately 14.79 Acres**

Please place the attached Petition for Voluntary Annexation and Pre-Annexation Agreement on the January 23, 2023, City Commission Consent agenda.

The property is approximately 14.79 acres in size and is contiguous to the city limits. This property is contiguous to the City of St. Augustine city limits on its north, west and eastern boundaries. The owner of the property is petitioning to annex.

St. Johns County has assigned a future land use designation for the property of Mixed-Use District and the county zoning is Open Rural (OR).

If the City Commission accepts the Petition for Voluntary Annexation and approves the Pre-Annexation Agreement, then the petitioner will appear before the city's Planning and Zoning Board with an application to assign a city future land use designation to the property and to amend the county zoning designation to a city zoning designation. The specific city land use designation and city zoning designation that the petitioner will apply for will be outlined in the application to the Planning and Zoning Board.

The Petitioner is currently proposing a city land use of Residential Medium Density Mixed Use and a Planned Unit Development (PUD) for the property.

If you have any questions, please let me know.



Amy McClure Skinner, AICP
Director
Planning and Building Department

PETITION FOR VOLUNTARY ANNEXATION

Pursuant to Section 171.044, Florida Statutes, the following identified owner of real property located in the unincorporated area of St. Johns County, Florida, Windward Shipyard Land Holdings, LLC, a Delaware limited liability company, ("**Petitioner**"), whose address is 2999 NE 191st Street, Suite 800, Aventura, Florida 33180, here now, respectfully petitions the City Commission for the City of St. Augustine, Florida ("**City**") to annex certain real property into the City and in support states:

1. Petitioner is the owner in fee simple, as established in the deed attached hereto and incorporated herein as **Exhibit "A"**, in the unincorporated area of the St. Johns County, Florida ("**County**") of that certain real property as described in **Exhibit "B"** ("**Property**") attached hereto and incorporated herein reference.
2. The Property is contiguous to the boundary of the City and reasonably compact. The annexation of the Property into the City will not result in the creation of an enclave or enclaves.
3. The Property is presently vacant. The proposed use of the Property is for inclusion in the adjacent St. Augustine Shipyard mixed-use development, which is already located within the City.
4. Petitioner understands that upon annexation into the City, future land use designation and zoning categories will be established by the City for the Property, and further understands that any future land use designation(s) adopted by the City may be subject to approval of the State of Florida. However, prior to the establishment of a future land use designation(s) and zoning category(ies) by the City, Petitioner shall be entitled to use the Property under the future land use designation(s) and zoning in effect in the County immediately prior to annexation, which will continue to be in effect as provided for in Section 171.062(2), Florida Statutes. Until such time as the City establishes one or more future land use designation and zoning category for the Property, Petitioner shall be allowed to develop or use the Property pursuant to any

land development order, land development permit or other land use approval approved by the County and in effect at the time the annexation becomes final, provided said developed order, permit or use has not expired.

5. Petitioner hereby consents to the non-ad valorem assessments adopted by the City.

NOW, THEREFORE, Petitioner requests the City Commission for the City of St. Augustine, Florida, to:

- A. Adopt a non-emergency ordinance at its next regular meeting to annex the Property into the City and re-define the boundaries of the City of St. Augustine to include the Property.
- B. Prior to adoption of said ordinance, publish notice of the annexation, at Petitioner's expense, at least once each week for two (2) consecutive weeks as required by Section 171.044(2), Florida Statutes, and to provide notice to the County pursuant to the Annexation Interlocal Agreement and Section 171.044(6), Florida Statutes.
- C. Initiate proceedings within twelve (12) months to designate the Property under the Future Land Use Element of the City Comprehensive Plan and to designate the zoning classification of the Property under the code of the City. City does not warrant any particular outcome of the public hearings.
- D. Upon adoption of said ordinance, file the annexation ordinance with the Clerk of the Circuit Court of St. Johns County, Florida; the Chief Administrative Officer of the County; and the Department of State of the State of Florida, within seven (7) days after the adoption of the annexation ordinance required by Section 171.044(3), Florida Statutes.

[Signatures on Following Page(s)]

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument on _____, 2022.

Signed, sealed and delivered in the presence of:

"PETITIONER"

WINDWARD SHIPYARD LAND HOLDINGS, LLC, a Delaware limited liability company

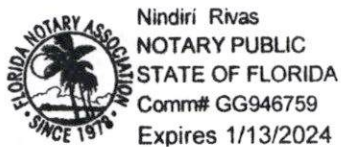
By: Maria Amador
Name: Maria Amador
Title: Executive Assistant

By: Nindiri Rivas
Name: Nindiri Rivas
Title: _____

By: Robert Finvarb
Name: ROBERT FINVARB
Title: MANAGER

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of December, 2022, by Robert Finvarb, as Manager of Windward Shipyards Land Holdings, LLC, a Delaware limited liability company, on behalf of the company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

Nindiri Rivas
NOTARY PUBLIC, STATE OF FLORIDA
Name: Nindiri Rivas
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

EXHIBIT "A"
Proof of Ownership

THIS INSTRUMENT PREPARED BY:
CHARLES E. PELLICER, ESQ.
3000 N PONCE DE LEON BLVD
ST. AUGUSTINE, FL 32084

PA# 134760-0000

THIS WARRANTY DEED dated this 7th day of Nov, 2019 by **PATRICK A. PELLICER**, a married man, whose address is **200 Nix Boatyard, St. Augustine, Florida 32084**, hereinafter called the grantor, to, **WINDWARD SHIPYARD LAND HOLDINGS, LLC**, a **Delaware limited liability company**, having an address at 404 Riberia St., Unit A, St. Augustine, Florida 32084, hereinafter called the grantee:

(Wherever used herein the terms "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 **TEN (\$10) DOLLARS AND NO/100THS**, and other good and valuable considerations, receipt of which is hereby acknowledged, by these presents does hereby grant, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantees, all that certain land situate in **St. Johns County, Florida**, to-wit:

That certain parcel of land in Section 40, Township 7 South, Range 30 East, St. Johns County, Florida, more particularly described as follows: STARTING at a steel rod in pavement, rod replacing old 6x6 concrete monument; being the intersection of the centerline of Arapaho Avenue with the South line of land formerly of Albert Cubbedge; run East 351.5 feet for Point of Beginning, thence run East 115.5 feet to iron pipe; run North 250 feet to iron pipe; run West 115.5 feet to iron pipe; run South 250 feet to point of beginning.

The real property described herein is not the homestead of the Grantor.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor have 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, 2018.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and

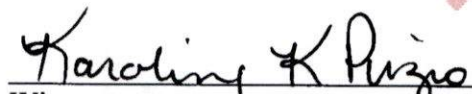
year first above written.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:


Witness

By: 
PATRICK A. PELLICER

Print: CHARLES E. PELLICER

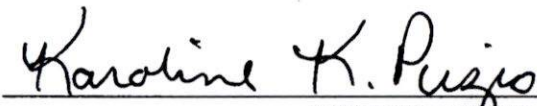

Witness
Print: Karoline K Puzio

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 7th day of Nov., 2019 by **PATRICK A. PELLICER**, who is personally know to me or who produced as proof of identification and who X did did not take an oath.



KAROLINE K. PUZIO
Commission # GG 262129
Expires September 25, 2022
Bonded Thru Budget Notary Services


NOTARY PUBLIC
State of Florida at Large

THIS DOCUMENT PREPARED
BY AND RETURN TO:
FRANK E. MILLER ESQ.
GUNSTER YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 175
JACKSONVILLE, FLORIDA 32202

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED made as of the 8th day of November, 2019, by **LINDA M. LUHRS**, an unmarried woman, whose address is P.O. Box 529, St. Augustine, Florida 32085 (the "Grantor"), **WINDWARD SHIPYARD LAND HOLDINGS, LLC**, a Delaware limited liability company, with a mailing address 404 Riberia Street, Unit A, St. Augustine, FL 32084 (the "Grantee").

WITNESSETH:

That Grantor in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to it in hand paid by 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 Grantee, and Grantee's successors and assigns forever all of that certain real property situate in St. Johns County, Florida, described on Exhibit "A" attached hereto and made a part hereof ("Property")

Parcel Identification Numbers: 134780-0000 and 134790-0000

TO HAVE AND TO HOLD the same together with the hereditaments and appurtenances unto Grantee in fee simple. And 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, provided however, this reference to such matters shall not operate to re-impose the same and to ad valorem taxes levied or which may become a lien subsequent to December 31, 2019.

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

Signed, sealed and delivered
in the presence of:

Elsie S. Luhrs
Print Name: Elsie S. Luhrs

Daniel Thayer
Print Name: Daniel Thayer

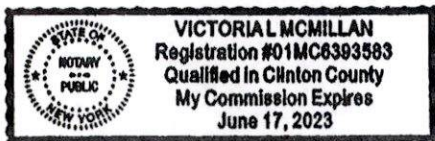
GRANTOR:

Linda M. Luhrs [SEAL]
LINDA M. LUHRS

STATE OF New York

COUNTY OF Clinton

The foregoing instrument was acknowledged before me this 5th day of November, 2019 by
LINDA M. LUHRS.



Victoria L. McMillan
Print Name: Victoria L. McMillan
NOTARY PUBLIC
State of New York
Commission # 01MC6393583
My Commission Expires: June, 17, 2023
Personally Known ☐ or
Produced ID ☒
Type of Identification Produced:
STATE of Florida License

Victoria L. McMillan
Victoria L. McMillan
2nd witness.

EXHIBIT "A"

Parcel 1:

A portion of the M. Solana Grant, Section 40, Township 7 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows.

For Point of Reference, commence at the 8-inch square wood post marking the "Northeast corner of property of Rogero" as said property corner is identified in deed recorded at Deed Book 153, page 94, Public Records of said County, and run South $54^{\circ}19'04''$ West along "Rogero's North line", a distance of 558.81 feet to the point of intersection of said line with the Easterly boundary of that certain parcel conveyed by G. E. Cubbedge to David F. Marchalleck and described in deed recorded at Official Records Volume 12, page 720, said Public Records; run thence South $38^{\circ}38'32''$ East along said Easterly boundary, a distance of 245.28 feet to the Southeasterly corner of said parcel lying on the "South line of the land formerly of Albert Cubbedge" as identified in said deed and the Point of Beginning.

From the Point of Beginning thus described, run North $54^{\circ}34'56''$ East along "Cubbedge's South line", a distance of 400.78 feet; run thence South $33^{\circ}49'04''$ East, a distance of 339.67 feet; run thence South $18^{\circ}07'32''$ East, a distance of 451 feet, more or less, to a point in the dividing line between the uplands of Section 40 and the marsh lands of unsurveyed Section 19; run thence Westerly along said dividing line, following the meanderings of same, a distance of 580 feet, more or less, to a point in the Easterly boundary of lands described in Official Records Book 276, page 347, said Public Records; run thence Northerly along said Easterly boundary line as follows: first course, North $14^{\circ}44'00''$ West, a distance of 336 feet, more or less, to an angle point; second course, North $51^{\circ}34'55''$ West, a distance of 365.90 feet to a point at the Northeasterly corner of said lands described in Official Records Book 276, page 347 and the Northwesterly corner of those lands described in Deed Book 186, page 592, said Public Records, said point lying on the Westerly prolongation of said "Cubbedge's South Line"; run thence North $54^{\circ}34'56''$ East, along the Northerly boundary line of said lands described in Deed Book 186, page 592 and along said Westerly prolongation, a distance of 249.18 feet to the Point of Beginning.

The lands thus described are the same lands as described in Deed Book 186, page 592, and that portion of Official Records Book 1733, page 1969, lying Southerly of the "South line of the land formerly of Albert Cubbedge", public records of St. Johns County, Florida.

Parcel 2:

All that portion of the following described property which lies South and East of Arapahoe Avenue, To-wit: A tract of land in the M. Solono Grant, Section 40, Township 7 South, Range 30 East, St. Johns County, Florida, said tract of land being more fully described as follows:

Commence at an iron pipe on the Northerly line of property of James S. Lindsley, said point being the point of beginning of property of Diesel Engine Sales Company as recorded in Deed Book 186, pages 592-593 of the public records of St. Johns County, Florida, said point also being the Northeasterly corner of those lands described in Official Records Book 827, page 1299, said public records, and being also the Point of Beginning of this tract of land; run thence Southeasterly along

the line dividing said Deed Book 186, page 592 and said Official Records Book 827, page 1299 the following courses: First course, South 50°34'62" East, 366.45 feet; Second course, South 13°40'52" East, 337.05 feet; thence departing said dividing line run Northwesterly along the Southwesterly boundary of said lands described in Official Records Book 827, page 1299, the following courses: First course, North 86°44'00" West, 396.30 feet; North 43°44'00" West, 299.11 feet to a point in the Southerly right of way line of Arapaho Avenue, as said right of way is now established; run thence Northeasterly and Northwesterly along said right of way line the following courses: First course, North 49°44'48" East, 187.47 feet; Second course, North 37°38'58" West, 110.70 feet to a point in the aforementioned Northerly line of property of James S. Lindsley; run thence North 55°31'40" East along said Northerly line of property of James S. Lindsley, 199.05 feet to the Point of Beginning.

Together with any right, title and interest in the property described in that instrument recorded in Deed Book 102, page 529, public records of St. Johns County, Florida, which lies between the boundaries of the property described above as Quitclaimed by Official Records Book 1754, page 441, said public records.

The above described lands being the same lands as those described in Official Records Book 827, page 1299, public records of St. Johns County, Florida, and being more fully described as follows:

All that portion of the following described property which lies South and East of Arapaho Avenue, to wit: A tract of land in the M. Solano Grant, Section 40, Township 7 South, Range 30 East, St. Johns County, Florida, said tract being more fully described as follows:

Commence at an iron pipe on the Northerly line of property of James S. Lindsley, said point being the Point of Beginning of property of Diesel Engine Sales Company as recorded in Deed Book 186, page 592-593 of the public records of St. Johns County, Florida, and being also the Point of Beginning of this tract of land; thence South 50°38'00" East, 365.9 feet to an iron pipe; thence South 13°51'00" East, 305.7 feet to an iron pipe; thence continue South 13°51'00" East, 31.34 feet to a concrete monument; thence North 86°44'00" West, 396.3 feet to a concrete monument; thence North 43°44'00" West, 430.51 feet to a concrete monument on the Northerly line of property of James S. Lindsley; thence North 55°30'00" East, 400.78 feet along the Northerly line of property of James S. Lindsley to the Point of Beginning.

Prepared By/Record and Return To:
Susan S. Bloodworth, Esquire
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086-5755

FN19-27/7710900

Consideration: \$6,000,000.00

SPECIAL WARRANTY DEED

(Non-Barn Property)

THIS INDENTURE is made this 8th day of November, 2019, between **GREENWOOD PROPERTY, LLC**, a Delaware limited liability company, f/k/a All Seasons, LLC, a Delaware limited liability company, **ST. AUGUSTINE SHIPYARD, LLC**, a Delaware limited liability company and **ST. AUGUSTINE SHIPYARD PROPERTY COMPANY**, a dissolved Florida corporation (collectively, "Grantor"), whose address is 117 Dockside Drive, St. Augustine, Florida 32084, and **WINDWARD SHIPYARD LAND HOLDINGS, LLC**, a Delaware limited liability company, ("Grantee"), whose address is 404 Riberia St., Unit A, St. Augustine, FL 32084;

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land (the "Land"), situate, lying and being in the County of **St. Johns**, State of Florida:

See Exhibit "A" attached hereto and by this
reference made a part hereof.

Property Appraiser's Parcel ID Numbers: 134230-0000, 134230-0020, 134340-0000, 134390-0000, 134390-0010, 134410-0000, 134600-0000, 134630-0000, 134650-0000, and 134770-0000.

Together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the Land (collectively, the "Property"), subject to the permitted encumbrances listed on Exhibit "B" attached hereto and by this reference made a part hereof (the "Permitted Encumbrances").

To have and to hold the Property in fee simple forever.

Except as set forth in the Permitted Encumbrances, the said Grantor does hereby fully warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On November 4, 2019, before me, Natalie Azik, Notary Public (insert name and title of the officer) personally appeared GARY VOSE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



Exhibit "A"

SOUTH PARCEL:

A TRACT OF LAND COMPRISED OF PORTIONS OF SEMINOLE PARK, ACCORDING TO THE MAP RECORDED IN MAP BOOK 3, PAGE 87, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3818, PAGE 1150, AND OFFICIAL RECORDS BOOK 3757, PAGE 1474, LYING IN SECTIONS 19 AND 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ARAPAHO AVENUE (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1 (A 150 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 11°24'27" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 23.06 FEET TO ITS INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF IROQUOIS AVENUE (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 41°44'18" EAST ALONG SAID SOUTHEASTERLY RIGHT-WAY-LINE, BEING THE SAME AS THE NORTHWESTERLY LINE OF BLOCK H OF SAID SEMINOLE PARK, 178.02 FEET; THENCE SOUTH 48°13'13" EAST, DEPARTING LAST SAID LINE, 139.96 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT 5, BLOCK H OF SAID SEMINOLE PARK; THENCE NORTH 41°43'22" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 5, ACROSS FORMER MOHAWK STREET, VACATED PER OFFICIAL RECORDS BOOK 189, PAGE 372, SAID PUBLIC RECORDS, ALONG THE NORTHWESTERLY LINE OF LOTS 6 AND 7 BLOCK D OF SAID SEMINOLE PARK, 390.21 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 6, LOCATED IN THE FORMER SOUTHWESTERLY RIGHT OF WAY LINE OF CHEROKEE STREET, NOW CLOSED BY ORDINANCE 88- 45, AS RECORDED IN OFFICIAL RECORDS BOOK 791, PAGE 281, OF SAID PUBLIC RECORDS; THENCE NORTHEASTERLY ACROSS SAID FORMER CHEROKEE STREET, NORTH 37°39'42" EAST, 40.03 FEET, TO THE NORTHEASTERLY RIGHT OF WAY LINE OF CHEROKEE STREET; THENCE NORTH 52°23'36" WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF CHEROKEE STREET, 162.43 FEET, TO THE FORMER CENTERLINE OF IROQUOIS AVENUE A 50 FOOT RIGHT OF WAY, CLOSED PER ORDINANCE NO. 2014-12, OFFICIAL RECORDS BOOK 3947, PAGE 881; THENCE NORTH 41°41'26" EAST, ALONG SAID FORMER CENTERLINE OF IROQUOIS AVENUE, AND ITS NORTHEASTERLY PROLONGATION, 262.96 FEET TO ITS INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE SAN SEBASTIAN RIVER; THENCE DEPARTING SAID FORMER CENTERLINE AND ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING COURSES: 1) SOUTH 61°54'54" EAST, 104.04 FEET; 2) SOUTH 58°45'38" EAST, 28.45 FEET; 3) SOUTH 70°11'24" EAST, 24.70 FEET; 4) SOUTH 71°07'34" EAST, 34.35 FEET, TO AN ANGLE POINT ON A CONCRETE BULKHEAD; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING COURSES 1) SOUTH 47°00'58" EAST, 4.27 FEET; 2) SOUTH 47°48'58" EAST, 46.07 FEET; 3) SOUTH 48°59'40" EAST, 21.08 FEET; 4) NORTH 41°05'02" EAST, 32.76 FEET; 5) SOUTH 49°43'25" EAST, 12.94 FEET; 6)

SOUTH 40°23'47" WEST, 40.65 FEET; 7) SOUTH 49°20'34" EAST, 50.59 FEET; 8) NORTH 45°30'16" EAST, 43.37 FEET; 9) NORTH 42°32'05" EAST, 64.53 FEET; 10) NORTH 78°18'13" EAST, 63.60 FEET; 11) SOUTH 67°31'53" EAST, 150.30 FEET; 12) NORTH 27°54'01" EAST, 2.25 FEET; 13) SOUTH 63°34'52" EAST, 76.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID BULKHEAD THE FOLLOWING COURSES: 1) SOUTH 63°34'52" EAST, 217.13 FEET ; 2) SOUTH 68°57'26" EAST, 214.62 FEET; 15) SOUTH 06°23'08" EAST, 1.79 FEET; 3) SOUTH 59°47'29" WEST, 72.11 FEET; 4) SOUTH 39°36'26" EAST, 67.83 FEET; 5) NORTH 54°53'59" EAST, 70.90 FEET; 6) SOUTH 35°37'46" EAST, 71.43 FEET; 7) SOUTH 12°20'53" EAST, 24.82 FEET; 8) SOUTH 10°25'04" EAST, 21.99 ; 9) SOUTH 29°37'36" EAST, 16.43 FEET, TO THE END OF SAID CONCRETE BULKHEAD; THENCE SOUTHWESTERLY, ALONG THE MEAN HIGH WATER LINE OF THE SAN SEBASTIAN RIVER 1,081 FEET MORE OR LESS TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN AFOREMENTIONED OFFICIAL RECORDS BOOK 3757, PAGE 1474; THENCE ALONG SAID SOUTH LINE THE FOLLOWING 3 CALLS; 1) SOUTH 53°25'25" WEST, 483.98 FEET; 2) NORTH 39°35'38" WEST, 248.32 FEET; 3) SOUTH 52°47'10" WEST, 153.71 FEET; THENCE NORTH 26°51'17" WEST, DEPARTING LAST SAID LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4143, PAGE 863 SAID PUBLIC RECORDS, 638.42 FEET; THENCE SOUTH 63°08'43" WEST, DEPARTING LAST SAID LINE AND ALONG THE NORTHERLY LINE OF THE LAST SAID LANDS, 291.11 FEET TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED ARAPAHO AVENUE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING CALLS; 1) NORTH 26°52'42" WEST, 205.14; 2) NORTH 68°29'21" WEST, 62.14 FEET; THENCE NORTH 40°25'09" EAST, DEPARTING LAST SAID LINE, 953.91 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 25.67 ACRES MORE OR LESS.

EXHIBIT "B"
Permitted Exceptions

1. Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.
2. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
3. Easement recorded in Deed Book 205, Page 211 and Deed Book 206, Page 195, Public Records of St. Johns County, Florida.
4. Easements as set forth in Warranty Deed recorded in Deed Book 181, Page 300, Public Records of St. Johns County, Florida.
5. Easement recorded in Official Records Book 978, Page 1794.
6. Right of Way Easement, Perpetual, No. 21262 by the State of Florida through the Trustees of the Internal Improvement Fund of the State of Florida in favor of the St. Augustine Port, Waterway, and Beach District, established pursuant to chapter 18879, Laws of Florida, 1937, approved by referendum on May 3, 1938.
7. Restrictions, covenants, conditions and easements, as contained in that certain Declaration of Easements, Covenants and Restrictions recorded in Official Records Book 3985, Page 1785; First Amendment recorded in Official Records Book 4143, Page 885 and Second Amendment recorded in Official Records Book 4238, Page 169, Public Records of St. Johns County, Florida; and as may be subsequently amended.
8. Easement as set forth in instrument recorded in Official Records Book 4143, Page 863.
9. Terms and Conditions of that Declaration of Access Easement recorded in Official Records Book 4220, Page 852.
10. Terms and Conditions set forth in Shipyards Development Agreement recorded in Official Records Book 4734, Page 782.
11. Unrecorded City of St. Augustine Submerged Lands Lease by and between the City of St. Augustine, Florida, a municipal corporation (Lessor) and Greenwood Property, LLC (Lessee) dated October 8, 2018.
12. The nature, extent or existence of riparian rights is not insured.
13. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.
14. Rights of tenants, as tenants only, under recorded and unrecorded leases.

15. Recorded Notice of Environmental Resource Permit recorded in Official Records Book 4143, Page 410 and Official Records Book 4165, Page 1538, Public Records of St. Johns County, Florida.

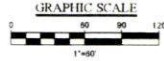
COPY

EXHIBIT "B"

Legal Description

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 19 & 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 6 CALLS (1) S 68°21'25" E, 122.04 FEET; (2) S 53°15'10" W, 8.50 FEET; (3) S 68°29'21" E, 403.09 FEET; (4) S 26°52'43" E, 205.14 FEET; (5) S 26°47'43" E, 692.28 FEET; (6) S 39°56'09" E, 249.22 FEET TO THE POINT OF BEGINNING AND A 58" IRON ROD AND CAP STAMPED # 8177; THENCE FROM SAID POINT OF BEGINNING N 53°03'29" E, 333.34 FEET ALONG THE SOUTHERLY LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 779, PAGE 1160 TO THE SOUTHEAST CORNER OF SAID AFOREMENTIONED PARCEL; THENCE N 39°32'35" W, 251.17 FEET; THENCE N 52°52'20" E, 115.39 FEET; THENCE S 39°33'49" E, 251.55 FEET; THENCE N 53°03'29" E, 400.87 FEET ALONG THE NORTH LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 2683 PAGE 1261; THENCE RUNNING ALONG THE EAST LINE ALSO AS DESCRIBED IN OFFICIAL RECORDS BOOK 2683 PAGE 1261 THE FOLLOWING TWO (2) CALLS; (1) S 35°20'31" E, 339.67 FEET; (2) S 19°38'59" E, 428.60 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE MARSH LANDS OF THE UNSURVEYED SECTION 19 AND RUNNING THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING ELEVEN (11) CALLS; (1) S 33°04'04" W, 15.22 FEET; (2) S 48°45'09" W, 45.97 FEET; (3) S 46°32'02" W, 25.70 FEET; (4) S 60°01'56" W, 77.65 FEET; (5) S 82°07'30" W, 84.00 FEET; (6) S 75°26'56" W, 60.60 FEET; (7) S 55°02'52" W, 71.93 FEET; (8) S 48°32'31" W, 58.45 FEET; (9) S 2°59'51" W, 50.85 FEET; (10) S 61°15'51" W, 23.94 FEET; (11) S 78°25'41" W, 35.83 FEET; THENCE N 67°03'55" W, 12.18 FEET LEAVING SAID MEAN HIGH WATER LINE TO A 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE N 88°57'29" W, 396.30 FEET TO ANOTHER 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE N 45°57'29" W, 298.69 FEET TO THE SOUTH RIGHT OF WAY LINE OF ARAPAHO AVE. A 40-FOOT-WIDE RIGHT OF WAY AS NOW ESTABLISHED; THENCE ALONG SAID RIGHT OF WAY LINE, N 47°28'56" E, 187.12 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ARAPAHO AVE.; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N 39°39'06" W, 111.75 FEET TO THE POINT OF BEGINNING. CONTAINS 14.79 ACRES MORE OR LESS.

POINT OF
COMMENCEMENT
NORTHEASTERLY RIGHT OF WAY OF
ARAPAHO AVE & WESTERLY CORNER OF
LOT 6, BLOCK H, SEMINOLE PARK
SUBDIVISION



DESCRIPTION (BY SURVEYOR)

COMMENCING AT A POINT ON THE NORTHEAST-EASTLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6 BLOCK 4 SEMINOLE PARK SUBDIVISION, THENCE ALONG THE NORTHEAST-EASTLY AND EAST-ERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING S & S: (1) S 88° 21' 25" E 122.04 FEET TO (2) S 151° 01' 15" E 151.84 FEET TO (3) S 151° 01' 15" E 151.84 FEET TO (4) S 82° 04' 04" E 99.22 FEET TO (5) S 39° 56' 09" E 249.22 FEET TO THE POINT OF BEGINNING AND (6) S 42° 19' 00" E 147.12 FEET TO (7) THENCE FROM SAID POINT OF BEGINNING S 53° 03' 29" E 333.34 FEET ALONG THE SOUTHERLY LINE OF A PARCEL, AS DESCRIBED IN OFFICIAL RECORDS BOOK 779 PAGE 1160 TO THE SOUTHEAST CORNER OF SAID AFOREMENTIONED PARCEL THENCE S 88° 32' 35" W 251.17 FEET THENCE N 52° 52' 20" E 135.85 FEET THENCE S 39° 33' 49" E 251.55 FEET THENCE N 53° 03' 29" E 333.34 FEET TO (8) THE NORTH LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 2683 PAGE 1281, RUNNING ALONG THE EAST LINE OF THE NORTH LINE OF SAID PARCEL, THENCE S 88° 32' 35" W 251.17 FEET TO THE FOLLOWING TWO (2) CALLS (1) S 2° 15' 20" E 339.67 FEET (2) S 15° 38' 53" E 428.60 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE MARSH LANDS OF THE UNSURVEYED SECTION 19 AND RUNNING THENCE WESTERLY ALONG SAID MEAN-HIGH WATER LINE THE FOLLOWING ELEVEN (11) CALLS (1) S 32° 04' 04" W 152.12 FEET TO (2) S 45° 04' 04" W 69.50 FEET TO (3) S 45° 04' 04" W 69.50 FEET TO (4) S 60° 01' 56" W 77.85 FEET (5) S 82° 04' 04" W 84.20 FEET TO (6) S 75° 26' 19" W 60.60 FEET TO (7) S 55° 02' 25" W 119.83 FEET (8) S 48° 32' 06" W 144.65 FEET (9) S 42° 04' 04" E 50.65 FEET (10) S 61° 15' 51" W 23.94 FEET (11) S 75° 58' 21" W 35.83 FEET THENCE N 87° 03' 55" W 12.18 FEET LEAVING SAID MEAN-HIGH WATER LINE TO A 4"x4" CONCRETE MONUMENT WITH NO IDENTIFICATION, THENCE N 88° 57' 29" W 396.30 FEET TO ANOTHER 4"x4" CONCRETE MONUMENT WITH NO IDENTIFICATION, THENCE N 45° 57' 29" W 298.69 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL, THENCE S 88° 32' 35" W 251.17 FEET TO THE POINT OF BEGINNING, THENCE ALONG SAID RIGHT OF WAY LINE S 47° 28' 56" E 147.12 FEET TO THE EAST-ERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE, THENCE ALONG SAID EAST-ERLY RIGHT OF WAY LINE N 39° 33' 49" W 111.75 FEET TO THE POINT OF BEGINNING, THENCE 14.79 ACRES MORE OR LESS.

1. THIS IS A BOUNDARY SURVEY AS DEFINED IN CHAPTER 54-17.050(10)(A)-(K) OF THE FLORIDA ADMINISTRATIVE CODE.
2. THE FIELD SURVEY WAS PERFORMED ON 3/8/2022 AND RECORDED IN FIELD BOOK 22-1, PAGE(S) 13.
3. THE BEARINGS SHOWN UPON THIS SURVEY ARE BASED ON THE WESTERLY RIGHT OF WAY OF ARAPAHO AVENUE BEING SOUTH 88° 21' 25" EAST (PER MAP AS SHOWN).
4. THE ACCURACY STANDARD USED FOR THE HORIZONTAL CONTROL FOR THIS SURVEY AS CLASSIFIED IN THE STANDARDS OF PRACTICE (54-17.091 FAC), THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET.
5. IN PREPARATION OF THIS SURVEY REFERENCE WAS MADE TO PREVIOUS BOUNDARY SURVEY BY GEOMATICS CORP. HAVING A PROJECT NO. 20-3100, DATED 10/08/2021. ALSO A SURVEY PREPARED BY ANCIENT CITY SURVEYORS - PROJECT NO. 19-340 DATED 07/19/2019.
6. THE PROPERTY SURVEYED MAY CONTAIN WETLANDS OR OTHER ENVIRONMENTALLY SENSITIVE AREAS SUBJECT TO THE JURISDICTION BY GOVERNMENTAL AGENCIES THE LIMITS OF SAID AREAS, IF ANY HAVE NOT BEEN LOCATED.
7. THE SUBJECT PROPERTY LIES IN FLOOD ZONE "X" (AREA OF 0.2% ANNUAL CHANCE OF FLOOD), FLOOD ZONE A (EL. 7) & (EL. 9) & LIMITS OF MODERATE HAVEN ACTION. ACCORDING TO THE FLOOD INSURANCE RATE MAP(FIRM), COMMUNITY-PANEL NUMBER 12109C0314J 3 & 34; REVISED 12/07/2018, THE SAID FLOOD INSURANCE RATE MAP IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
8. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM ST JOHN'S COUNTY PROPERTY APPRAISERS OFFICE.
9. THIS IS A SURFACE SURVEY ONLY. UNDERGROUND IMPROVEMENTS, SUCH AS FOOTERS OR UTILITIES, IF ANY WERE NOT LOCATED.
10. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT.
11. WETLAND FLAGS AS DEFINED BY ATLANTIC ECOLOGICAL SERVICES.

Symbol	Denotes
AD	ADOLESCENT
1-2 R	PROBABLE IDENTIFICATION NUMBER
PL	PLAYATION
NO ID	NO IDENTIFICATION
PR	PROBABLE IDENTIFICATION NUMBER
R	RECORDING TAPE NUMBER
PR	PROBABLE IDENTIFICATION NUMBER
NO	NO IDENTIFICATION
OR	OFFICIAL RECORD
NO	NO IDENTIFICATION
NO ID	NO IDENTIFICATION
NO ID	NO IDENTIFICATION
NO ID	NO IDENTIFICATION
NO ID	NO IDENTIFICATION



**Flint Surveying
& Mapping, Inc.**

2402 US HWY 1 SOUTH, #208
ST AUGUSTINE, FL 32086
PHONE (904) 582-5440

LICENSED PROFESSIONAL
PLASTER (FPA)

PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of _____ 2023, between the CITY OF AUGUSTINE, FLORIDA, a municipal corporation, whose address is Post Office Drawer 210, St. Augustine, Florida 32085-0210 (the “**City**”), and WINDWARD SHIPYARD LAND HOLDINGS, LLC, a Delaware limited liability company, whose address is 2999 NE 191st Street, Suite 800, Aventura, Florida 33180 (collectively, the “**Owner**”).

RECITALS

1. Owner is the fee simple owner of certain real property described in **Exhibit “A”** attached hereto and incorporated herein located in unincorporated St. Johns County, Florida, contiguous to, but outside of, the corporate limits of City (the “**Property**”).
2. The Owner would like to annex the Property into the corporate limits of the City.
3. As conditions of such annexation, the Owner requires that City diligently and expeditiously process certain Comprehensive Plan amendment, Planned Unit Development rezoning and Residential General Office rezoning applications, and the Owner shall provide for payment of water/sewer connection fees and stormwater fees at the time of issuance of building permits for the project, subject to the terms and conditions set forth in this Agreement.
4. The Owner understands and agrees the Property shall be subject to all laws, ordinances and regulations in force in City and that any existing or proposed uses or structures on the Property shall be a lawfully permissible uses and/or structures upon the effective date of the annexation.
5. “Owner” as referred to herein shall include the current owner of the Property, and any and all of its future successors and assigns, including but not limited to any future owners of each and any of the individual parcels within the Property, if different than Windward Shipyard Land Holdings, LLC.

NOW, THERFORE, in consideration of the premises and the mutual covenants herein set forth, the parties mutually agree as follows:

1. **Recitals.** The foregoing recitals are true and correct in all respects.
2. **Comprehensive Plan Amendment.** The City will diligently and expeditiously process to conclusion, at City’s expense, an amendment to the City’s Comprehensive Plan to give the portion of the Property described in **Exhibit “A-1”** attached hereto and incorporated herein

(the “**Shipyard Mixed Use Parcel**”) a Future Land Use Map designation of Residential Medium Density Mixed Use and to give the portion of the Property described in **Exhibit “A-2”** attached hereto and incorporated herein (the “**Shipyard Single-Family Parcel**”) a Future Land Use Map Designation of Residential Low Density. The City shall also process, at the Owner’s expense, additional future Comprehensive Plan amendments as necessary to permit the relocation of uses within the Property as may be permitted. The City does not warrant any particular outcome of public hearings regarding the Comprehensive Plan amendment applications.

3. **Rezoning Application.** The City shall diligently and expeditiously process, to conclusion, the Owner’s applications to rezone: (i) the Shipyard Single Family Parcel to Planned Unit Development (“PUD”), with the development standards set forth in **Exhibit “B”** attached hereto and incorporated herein by this reference (the “**PUD Standards**”); and (ii) the Shipyard Mixed Use Parcel to Residential General Office (“RGO”). The City does not warrant any particular outcome of the public hearings on the aforementioned application.

4. **Payment of Water/Sewer Connection/Stormwater Fees and other Permit Fees and Costs of Infrastructure.** The Owner or developer of the Property shall pay water/sewer connection/tap and stormwater fees for lots, units or structures within the project at the time of issuance of a building permit for the applicable structure. Any cost incurred to extend municipal services to the project to serve only the Property will be paid for by the Owner or developer. The Owner or developer shall be responsible for payment of all other fees and costs at the time of permitting.

5. **Assessment.** The Owner, its successors and assigns, will comply with and pay any non-ad valorem assessment adopted by the City for the Property as long as such assessments are applicable to all other parcels located within the City’s corporate limits.

6. **Applicable Law.** This Agreement shall be governed and construed under the laws of the State of Florida.

7. **Effective Agreement.** This Agreement shall not become effective, and the Property shall not be deemed to have been annexed into the City of St. Augustine, until the City Commission approves the Comprehensive Plan Amendment application pursuant to Section 2 hereof and the PUD and RGO rezoning applications pursuant to Section 3 hereof, with no appeals being filed related to any application. Once effective, this Agreement shall run with the Property and all of its terms and conditions shall be binding upon the respective successors and assigns of the parties hereto. This Agreement shall be recorded in the Public Records of St. Johns County, Florida.

8. **Entire Agreement.** No prior or present agreements or representations shall be binding upon the parties unless included in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

9. **Waiver.** The failure of either party to take any action with respect to any breach of any term, covenant or condition contained herein, or any instance of default, shall not be deemed to be a waiver of any default or breach.

10. **Notices.** Any notice necessary under this Agreement shall be in writing and sent by U.S. or express mail or hand delivered to the parties at the following addresses and shall be deemed given upon receipt:

CITY: John P. Regan, P.E.,
City Manager
P.O. Box 210
St. Augustine, FL 32085-0210

With a copy to counsel: Isabelle Lopez, Esq.
City Attorney
P.O. Box 210
St. Augustine, FL 32085-0210

OWNER: Windward Shipyard Land Holdings, LLC
2999 NE 191st Street, Ste. 800
Aventura, FL 33180

With a copy to counsel: Ellen Avery-Smith, Esq.
Rogers Towers, P.A.
100 Whetstone Place, Ste. 200
St. Augustine, FL 32086

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties.

12. **Section Headings.** The section headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this agreement or any of its provisions.

13. **Judicial Interpretation.** Should any of the provisions of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have hereto set their hands and seals on the dates set forth below.

Passed and Duly Adopted by the City Commission of the City of St. Augustine, Florida this ____ day of _____, 2023.

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:

WINDWARD SHIPYARD LAND
HOLDINGS, LLC, a Delaware limited
liability company

Name: _____

By:
Name: _____
Its: _____

Name: _____

Date:

STATE OF _____

COUNTY OF _____

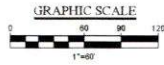
The forgoing instrument is hereby acknowledged before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 2023, by _____ as _____ of Windward Shipyard Land Holdings, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification and (did/did not) take an oath.

NOTARY PUBLIC

EXHIBIT "A"

Legal Description of Property

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 19 & 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 6 CALLS (1) S 68°21'25" E, 122.04 FEET; (2) S 53°15'10" W, 8.50 FEET; (3) S 68°29'21" E, 403.09 FEET; (4) S 26°52'43" E, 205.14 FEET; (5) S 26°47'43" E, 692.28 FEET; (6) S 39°56'09" E, 249.22 FEET TO THE POINT OF BEGINNING AND A 58" IRON ROD AND CAP STAMPED # 8177; THENCE FROM SAID POINT OF BEGINNING N 53°03'29" E, 333.34 FEET ALONG THE SOUTHERLY LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 779, PAGE 1160 TO THE SOUTHEAST CORNER OF SAID AFOREMENTIONED PARCEL; THENCE N 39°32'35" W, 251.17 FEET; THENCE N 52°52'20" E, 115.39 FEET; THENCE S 39°33'49" E, 251.55 FEET; THENCE N 53°03'29" E, 400.87 FEET ALONG THE NORTH LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 2683 PAGE 1261; THENCE RUNNING ALONG THE EAST LINE ALSO AS DESCRIBED IN OFFICIAL RECORDS BOOK 2683 PAGE 1261 THE FOLLOWING TWO (2) CALLS; (1) S 35°20'31" E, 339.67 FEET; (2) S 19°38'59" E, 428.60 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE MARSH LANDS OF THE UN-SURVEYED SECTION 19 AND RUNNING THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING ELEVEN (11) CALLS; (1) S 33°04'04" W, 15.22 FEET; (2) S 48°45'09" W, 45.97 FEET; (3) S 46°32'02" W, 25.70 FEET; (4) S 60°01'56" W, 77.65 FEET; (5) S 82°07'30" W, 84.00 FEET; (6) S 75°26'56" W, 60.60 FEET; (7) S 55°02'52" W, 71.93 FEET; (8) S 48°32'31" W, 58.45 FEET; (9) S 2°59'51" W, 50.85 FEET; (10) S 61°15'51" W, 23.94 FEET; (11) S 78°25'41" W, 35.83 FEET; THENCE N 67°03'55" W, 12.18 FEET LEAVING SAID MEAN HIGH WATER LINE TO A 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE N 88°57'29" W, 396.30 FEET TO ANOTHER 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE N 45°57'29" W, 298.69 FEET TO THE SOUTH RIGHT OF WAY LINE OF ARAPAHO AVE. A 40-FOOT-WIDE RIGHT OF WAY AS NOW ESTABLISHED; THENCE ALONG SAID RIGHT OF WAY LINE, N 47°28'56" E, 187.12 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ARAPAHO AVE.; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N 39°39'06" W, 111.75 FEET TO THE POINT OF BEGINNING. CONTAINS 14.79 ACRES MORE OR LESS.



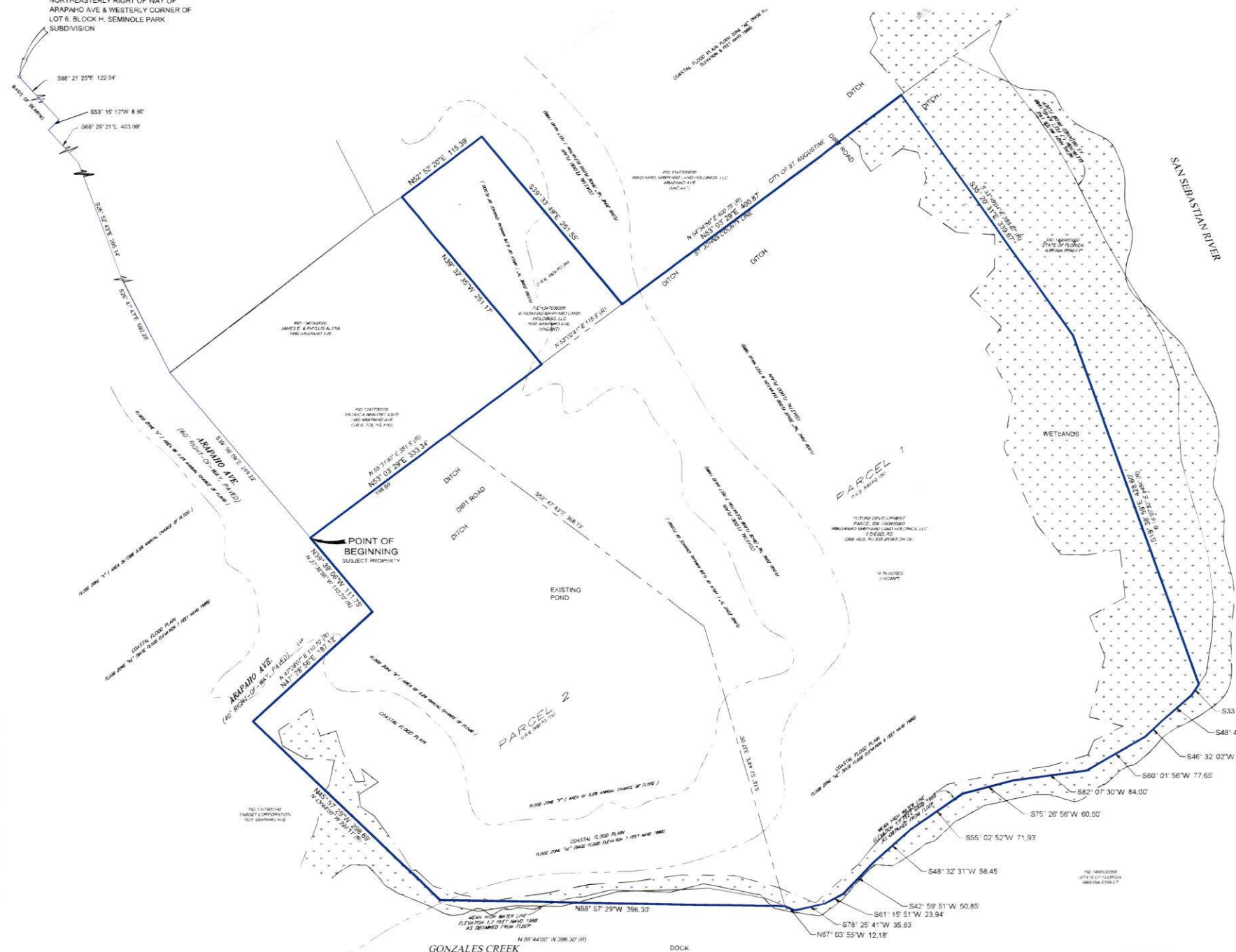
RESIDENTIAL (COUNTY PARCEL)

DESCRIPTION (BY SURVEYOR)

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 19 AND 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEASTLY RIGHT OF WAY LINE OF ARAPOHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION, THENCE ALONG THE NORTHEASTERNLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPOHO AVENUE THE FOLLOWING 6 CALLS: (1) 5.88 21' 25" = 122.04 FEET, (2) 5.90 50' 0" = 354.00 FEET, (3) 5.92 27' 21" = 163.20 FEET, (4) 5.95 25' 11" = 166.14 FEET, (5) 5.26 47' 41" = 392.28 FEET, (6) 5.30 56' 09" = 241.22 FEET, TO A POINT OF BEGINNING MARKED AT IRON ROD AND CAP STAMPED # 8177, THENCE FROM SAID POINT OF BEGINNING N 53.0329° E, 333.34 FEET ALONG THE SOUTHERLY LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 779, PAGE 1160 TO THE SOUTHEAST CORNER OF SAID ARAPOHO AVENUE, THENCE N 39.3335° W, 251.17 FEET THENCE S 82° 52' 07" E, 115.36 FEET, THENCE S 39.34 08" E, 251.55 FEET, THENCE S 33.04 30" E, 115.36 FEET, THENCE S 33.04 30" E, 115.36 FEET, THENCE S 33.04 30" E, 115.36 FEET, TO CORNER 1281, THENCE RUNNING ALONG THE EAST LINE ALSO AS DESCRIBED IN OFFICIAL RECORDS BOOK 2583 PAGE 1261 TO THE FOLLOWING 20 (2) CALLS: (1) 9.35 20' 31" = 339.67 FEET, (2) S 19° 35' 59" E, 428.60 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE MARSH LANDS OF THE UN-SURVEYED SECTION 19 AND RUNNING THENCE ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING ELEVEN (11) CALLS: (1) 33.04 30" E, 115.32 FEET, (2) S 45.48 05" W, 45.97 FEET, (3) S 45.32 02" W, 25.70 FEET, (4) S 60' 01" 56" W, 77.65 FEET, (5) S 82° 07' 30" E, 84.00 FEET, (6) S 75° 26' 56" W, 60.60 FEET, (7) S 55° 02' 52" W, 71.83 FEET, (8) S 48° 32' 31" W, 58.45 FEET, (9) S 42° 59' 11" W, 50.51 FEET, (10) S 61° 15' 51" W, 23.84 FEET, (11) S 78° 25' 14" W, 35.83 FEET, THENCE S 67° 05' 55" W, 12.18 FEET LEAVING SAID CORNER 1281, THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N 39.3335° W, 111.75 FEET TO THE POINT OF BEGINNING, CONTAINS 14.78 ACRES MORE OR LESS.

1. THIS IS A BOUNDARY SURVEY AS DEFINED IN CHAPTER 5J-17.050(10)(A)-(K) OF THE FLORIDA ADMINISTRATIVE CODE.
2. THE FIELD SURVEY WAS PERFORMED ON 2/8/2022 AND RECORDED IN FIELD BOOK 2022-1, PAGE(S) 13.
3. THE BEARINGS SHOWN UPON THIS SURVEY ARE BASED ON THE WESTERLY RIGHT OF WAY OF ARAPAHO AVENUE, BEING SOUTH 68° 21' 25" EAST (PER MAP AS SHOWN).
4. THE ACCURACY STANDARD USED FOR THE HORIZONTAL CONTROL FOR THIS SURVEY, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (5-J-17.051 FAC), THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET.
5. IN PREPARATION OF THIS SURVEY, REFERENCE WAS MADE TO PREVIOUS BOUNDARY SURVEY BY GEOMATICS CORP. HAVING A PROJECT NO. 20-3100, DATED 10/08/2021. ALSO A SURVEY PREPARED BY ANCIENT CITY SURVEYORS, PROJECT NO. 19-340, DATED 07/19/2019.
6. THE PROPERTY SURVEYED MAY CONTAIN WETLANDS OR OTHER ENVIRONMENTALLY SENSITIVE AREAS SUBJECT TO THE JURISDICTION BY GOVERNMENTAL AGENCIES. THE LIMITS OF SAID AREAS, IF ANY, HAVE NOT BEEN LOCATED.
7. THE SUBJECT PROPERTY LIES IN FLOOD ZONE "X" (AREA OF 0.2% ANNUAL CHANCE OF FLOOD), FLOOD ZONE AE (EL. 7), AE (EL. 8), AND FLOOD ZONES OF MODERATE WAVE ACTION, ACCORDING TO THE FLOOD INSURANCE RATE MAP(FIRM), COMMUNITY-PANEL NUMBER 12109C0314J & 314; REVISED 12/07/2018, THE SAID FLOOD INSURANCE RATE MAP IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
8. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM ST. JOHNS COUNTY PROPERTY APPRAISERS OFFICE.
9. THIS IS A SURFACE SURVEY ONLY. UNDERGROUND IMPROVEMENTS, SUCH AS FOOTERS OR UTILITIES, IF ANY, WERE NOT LOCATED.
10. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT.
11. WETLAND FLAGS AS DEFINED BY ATLANTIC ECOLOGICAL SERVICES.

[illegible]

REV.	DATE	WHO	DESCRIPTION	PROJECT NO: 22-0003
1	03/24/2022	RDF	ADDED PARCEL TO OVERALL DESCRIPTION	MAP DATE: 03/11/2022
				SURVEY DATE: 03/11/2022
				CHECKED BY: RDF
				DRAWN BY: RDF
				FIELD WORK: RDF / ADS
				PAGE: 1 OF 1

Digitally signed
by Russell D Flint
Date: 2022.12.01
17:38:43 -05'00'

RUSSELL D. FLINT, Florida PSM # 7324
Not valid without the Digital Signature of a Florida Licensed



**Flint Surveying
& Mapping, Inc.**

2602 US HWY 1 SOUTH, #204
ST AUGUSTINE, FL 32086
PHONE (904) 282-5040

LICENSED PROFESSIONAL
FLORIDA PDR

GRAPHIC SCALE

0 60 90 120

1"=60'

RESIDENTIAL (OVERALL PARCEL)
DESCRIPTION (BY SURVEYOR)

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 19 & 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

[illegible]

BOUNDARY SURVEY GENERAL NOTES

1. THIS IS A BOUNDARY SURVEY, AS DEFINED IN CHAPTER 5J-17.050(10)(A)-(K) OF THE FLORIDA ADMINISTRATIVE CODE.
2. THE FIELD SURVEY WAS PERFORMED ON 2/8/2022 AND RECORDED IN FIELD BOOK 22-1, PAGE(S) 13.
3. THE BEARINGS SHOWN UPON THIS SURVEY ARE BASED ON THE WESTERLY RIGHT OF WAY OF ARAPAHO AVENUE, BEING SOUTH 68° 21' 25" EAST (PER MAP AS SHOWN).
4. THE ACCURACY STANDARD USED FOR THE HORIZONTAL CONTROL FOR THIS SURVEY, AS CLASSIFIED IN THE STANDARDS OF PRACTICE (6.1-7.7051 FACT), THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF SURVEY IS 1 FOOT IN 10,000 FEET.
5. IN PREPARATION OF THIS SURVEY REFERENCE WAS MADE TO PREVIOUS BOUNDARY SURVEY BY GEOMATICS CORP. HAVING A PROJECT NO. 20-3100, DATED 10/05/2021. ALSO A SURVEY PREPARED BY ANCIENT CITY SURVEYORS, PROJECT NO. 19-340, DATED 07/10/2019.
6. THE PROPERTY SURVEYED MAY CONTAIN WETLANDS OR OTHER ENVIRONMENTALLY SENSITIVE AREAS SUBJECT TO THE JURISDICTION BY GOVERNMENTAL AGENCIES, THE LIMITS OF SAID AREAS, IF ANY, HAVE NOT BEEN LOCATED.
7. THE SUBJECT PROPERTY LIES IN FLOOD ZONE "X" (AREA OF 0.2% ANNUAL CHANCE OF FLOOD), FLOOD ZONE AE (EL. 7' AE (EL. 8'), AE (EL. 9'), AND LIMITS OF MODERATE WAVE ACTION, ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM), COMMUNITY PANEL NUMBER 12100C0141 & 3141, REVISED 11/07/2015. THE SAID FLOOD INSURANCE RATE MAP IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
8. ADJOINING PROPERTY INFORMATION WAS OBTAINED FROM ST. JOHNS COUNTY PROPERTY APPRAISERS OFFICE.
9. THIS IS A SURFACE SURVEY ONLY. UNDERGROUND IMPROVEMENTS, SUCH AS FOOTERS OR UTILITIES, IF ANY, WERE NOT LOCATED.
10. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT.
11. WETLAND FLAGS AS DEFINED BY ATLANTIC ECOLOGICAL SERVICES.

DOCK

Abbreviation Legend

Symbol Legend

Symbol	Denotes
	BENCH MARK
	ROAD - HIGH ROAD / HIGHWAY
	SET SQR. HIGH ROAD / HIGHWAY
	WOOD UTILITY POLE
	GUY ANCHOR
	MANHOLE
	OVERHEAD UTILITY LINE
	FIRE HYDRANT
	LIGHT POLE
	COMMUNICATION UTILITY
	DRAINAGE MANHOLE
	SEWER MANHOLE
	GATE VALVE
	SIGN
	FENCE LINE

Symbol	Denotes
exp	Equation

NO #	PROPERTY IDENTIFICATION NUMBER
ELEV	ELEVATION
NO ID	NO IDENTIFICATION
PSM	PROFESSIONAL SURVEYOR'S EXAMINEE
LR	LICENSED BUSINESS
PR	PRICE OF PAYMENT
ROD	RIGHT OF WAY
ORR	OFFICIAL RECORDS
PG	PAGE
NAD 83	NORTH AMERICAN VERTICAL DATUM
PLS 89	STATE PLANE COORDINATE SYSTEM
ACE	IRON ACE AND CAP SET

SHEET 1
OF 1

REV.	DATE	WHO	DESCRIPTION	PROJECT NO. 22-0003.5
1	06/21/2022	RDF	MODIFY LEGAL DESCRIPTION ALONG NORTH SIDE	MAP DATE: 03/29/2022
				SURVEY DATE: 03/11/2022
				CHECKED BY: RDF
				DRAWN BY: RDF
				FIELD WORK: RDF / ADS
				PAGE: 1 OF 1

RUSSELL D. FLINT, Florida PSM # 7324
Not Valid Without the Digital Signature of a Florida Licensed
Professional Engineer

Missing or invalid reference
The following references are missing or invalid:
The following references are missing or invalid:

EXHIBIT "A-1"

Shipyard Mixed Use Parcel

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

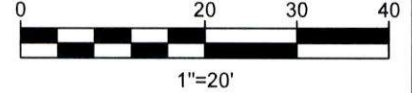
COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 5 CALLS (1) S 68° 21' 25" E, 122.04 FEET; (2) S 53° 15' 10" W, 8.50 FEET; (3) S 68° 29' 21" E, 403.09 FEET; (4) S 26° 52' 42" E, 742.47 FEET; (5) S 26° 30' 24" E, 119.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE N 63° 29' 36" E, 335.33 FEET TO THE POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF A PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 4829, PAGE 344; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID WEST LINE THENCE, N 39° 32' 35" W, 27.87 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE, N 52° 52' 20" E ALONG THE NORTH LINE OF SAID PARCEL, 115.39 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE, S 39° 33' 49" E ALONG THE EASTERLY LINE OF SAID PARCEL, 60.18 FEET; THENCE, S 68° 19' 25" W, 121.16 FEET TO THE POINT OF BEGINNING. CONTAINS 5,076 SQUARE FEET MORE OR LESS.

MAP SHOWING A SKETCH & DESCRIPTION

A PORTION OF THOSE LANDS LYING IN SECTION 40,
TOWNSHIP 7 SOUTH, RANGE 30 EAST.
ST. JOHNS COUNTY, FLORIDA
FOR: WINDWARD
(ZONING CHANGE - TO COSA)



GRAPHIC SCALE

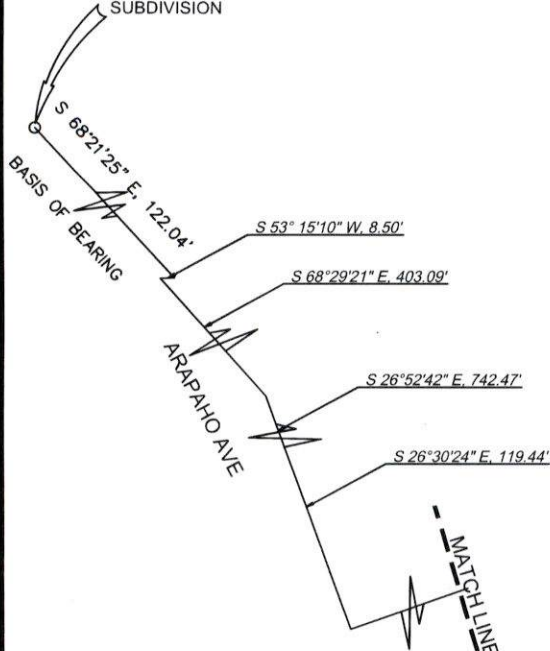


Abbreviation Legend

Symbol	Denotes
PID #	PROPERTY IDENTIFICATION NUMBER
COSA	CITY OF ST. AUGUSTINE
SJCO	ST JOHNS COUNTY
ORB	OFFICIAL RECORDS
PG	PAGE

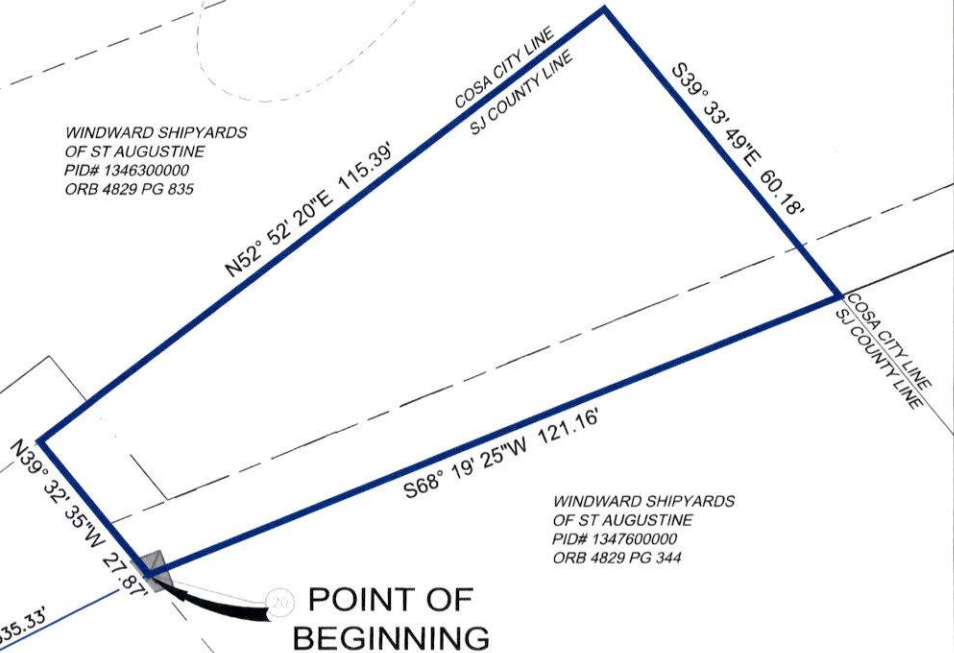
POINT OF COMMENCEMENT

NORTHEASTERLY RIGHT OF WAY OF
ARAPAHO AVE & WESTERLY CORNER OF
LOT 6, BLOCK H, SEMINOLE PARK
SUBDIVISION



WINDWARD SHIPYARDS
OF ST AUGUSTINE
PID# 1346300000
ORB 4829 PG 835

TAG CHILDREN'S MUSEUM
PID# 1346400000
ORB 4143 PG 863



*THIS SURVEY IS NOT COMPLETE
WITHOUT SHEETS 1 THROUGH 2

Russell
D Flint

Digitally signed
by Russell D Flint
Date: 2022.10.25
13:13:27 -04'00'

RUSSELL D. FLINT, Florida PSM # 7324
Not Valid Without The Digital Signature of A Florida Licensed
Surveyor & Mapper



Flint Surveying
& Mapping, Inc.

2692 U.S. HWY 1 SOUTH #208
ST AUGUSTINE, FL 32086
PHONE (904) 392-5948

LICENSED PROFESSIONAL
FLORIDA #7324

PROJECT NO: 22-0003.4

MAP DATE: 10/24/2022

SURVEY DATE: N/A

CHECKED BY: RDF

DRAWN BY: RDF

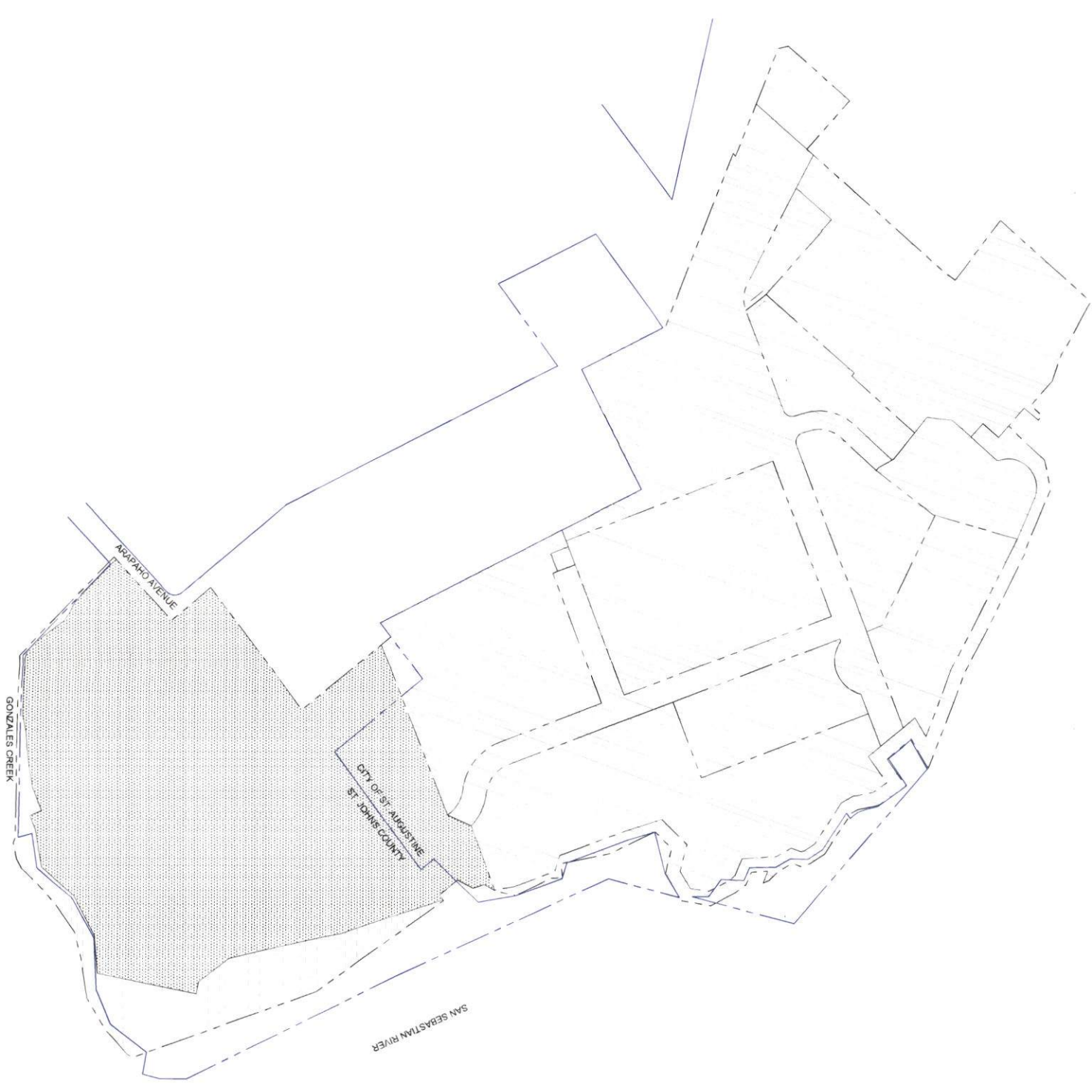
FIELD WORK: RDF / ADS

PAGE: 1 OF 2

EXHIBIT "A-2"

Shipyard Single-Family Parcel

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 19 & 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 6 CALLS (1) S 68°21'25" E, 122.04 FEET; (2) S 53°15'10" W, 8.50 FEET; (3) S 68°29'21" E, 403.09 FEET; (4) S 26°52'43" E, 205.14 FEET; (5) S 26°47'43" E, 692.28 FEET; (6) S 39°56'09" E, 249.22 FEET TO THE POINT OF BEGINNING AND A 58" IRON ROD AND CAP STAMPED #8177; THENCE FROM SAID POINT OF BEGINNING ; N 53°03'29" E , 333.34 FEET ALONG THE SOUTHERLY LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 779, PAGE 1160 TO THE SOUTHEAST CORNER OF AFOREMENTIONED PARCEL; THENCE N 39°32'35" W , 223.30 FEET ALONG THE EASTERLY LINE OF AFOREMENTIONED PARCEL; THENCE N 68° 19' 25" E, 396.45 FEET; THENCE N 24° 47' 29" E, 57.06 FEET; THENCE N 69° 42' 32" E, 135.86 FEET; THENCE S 17° 09' 35" E, 111.54 FEET; THENCE S 17° 38' 44" E, 131.74 FEET; THENCE S 18° 57' 11" E, 105.33 FEET; THENCE S 10° 12' 29" E, 40.03 FEET; THENCE S 11° 52' 43" E, 51.41 FEET; THENCE S 13° 02' 00" E, 157.41 FEET; THENCE S 36° 59' 22" E, 84.02 FEET; THENCE S 78° 42' 32" E, 26.87 FEET; THENCE S 11° 22' 05" W, 220.85 FEET; THENCE S 84° 46' 38" W, 81.60 FEET; THENCE S 62° 22' 13" W, 98.51 FEET; THENCE S 40° 49' 36" W, 93.52 FEET; THENCE S 80° 44' 20" W, 81.97 FEET; THENCE S 67° 54' 06" W, 33.95 FEET; THENCE N 22° 17' 02" W, 28.06 FEET; THENCE S 67° 53' 27" W, 55.55 FEET; THENCE S 76° 38' 57" W, 90.94 FEET; THENCE N 89° 10' 17" W, 197.97 FEET; THENCE N 46° 09' 33" W, 289.62 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ARAPAHO AVE. A 40 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE N 47° 28' 56" E , 180.64 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVE.; THENCE N 39°39'06" W , 111.75 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING. CONTAINS 13.70 ACRES MORE OR LESS.



LEGEND

- PROPERTY / RIGHT OF WAY
- PROPOSED ROAD
- PROPOSED DEVELOPMENT

HATCH LEGEND

	R/O
	R/O
	R/O - UNDEVELOPED

EX-1

OF 1

SHIPYARD ANNEXATION EXHIBIT

SHIPYARD SINGLE FAMILY

ST. JOHNS COUNTY

PREPARED FOR:
WINDWARD SHIPYARD TOWNHOMES, LLC

REVISIONS			
#	DATE	DESCRIPTION	

DRAWING BY: CCM	
DESIGN BY: CCM	
CHECKED BY: JWC	
DATE: 10/19/22	
PROJECT #: 2213	

MAVERICK ENGINEERING

10 WILLOW WINDS PARKWAY

ST. JOHNS, FLORIDA 32259

(904) 655-6687

JEREMY W. CALLOWAY
CAP 14546 PEB 10034



LEGEND

- PROPERTY/ADJACENT OF ANY
- EXISTING BOUNDARY
- PROPOSED BULKHEAD

HATCH LEGEND

	P.U.D.
	R.O.D.
	R.O.D. LAND DEVELOPMENT

EX-2
OF 1

SHIPYARD AERIAL EXHIBIT
SHIPYARD SINGLE FAMILY
ST. JOHNS COUNTY
PREPARED FOR:
WINDWARD SHIPYARD TOWNHOMES, LLC

REVISIONS		
#	DATE	DESCRIPTION

DRAWING BY: CCM
DESIGN BY: CCM
CHECKED BY: JWC
DATE: 10/19/22
PROJECT #: 2213

MAVERICK ENGINEERING
10 WILLOW WINDS PARKWAY
ST. JOHNS, FLORIDA 32259
(904) 655-6687

EXHIBIT “B”

PUD Development Standards (Without Exhibits Referenced in Text Below)

WINDWARD SHIPYARD PLANNED UNIT DEVELOPMENT TEXT

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.

This Windward Shipyard PUD text creates site-specific regulations to address development and topographic conditions, historic or architectural features, and transitioning land uses. The PUD, including all exhibits hereto, complies with all applicable provisions of City Code Chapter 28.

B. Site Information.

1. Location

The property subject to this PUD ordinance is located west of the San Sebastian River, north of State Road 312 and east of U.S. Highway 1 in the City of St. Augustine. The property has St. Johns County Parcel Identification Nos. 134760-0000, 134770-0000, 134780-0000, 134790-0000 and 134650-0000 (collectively, the “**Property**”). A legal description of the Property is attached as **Exhibit “A”**.

2. Owner, Developer and Agent

The owner of the Property is Windward Shipyard Land Holdings, LLC (the “**Owner**”). The agent for the Owner and Developer is Ellen Avery-Smith, Esq., Rogers Towers, P.A. (the “**Agent**”). Addresses for the Owner and Agent are in the Team Roster on page 2.

3. **Existing approvals** A majority of the Property is located in unincorporated St. Johns County. The Property has a Future Land Use Map designation of Mixed Use District (County) and a zoning of Open Rural (County). The Owner has filed applications to annex the Property into the City of St. Augustine and to change the Future Land Use Map (“**FLUM**”) designation to Residential Low Density (“**RLD**”) in the City. The legal description of the Property is attached as **Exhibit “A”** (the “**Property**”). The Owner owns other parcels immediately north of the Property that are located in the City limits and commonly known as the St. Augustine Shipyard.

4. Summary of Proposed Development

The Owner is proposing to construct a maximum of 55 single-family units, a community dock with 50 boat slips and recreational amenities related to the single-family homes within the Property (the “**Project**”). A master development plan depicting the locations of the proposed uses within the Property is attached as **Exhibit “B”** (the “**Master Development Plan**”).

The Property includes approximately 13.5 acres of uplands and 0.19 acres of wetland. The Owner is proposing to impact approximately 0.15 acres of on-site wetlands in order to construct roadway crossings, ponds and homes. All other on-site wetlands will be preserved.

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.

The Property is located in unincorporated St. Johns County and has a FLUM designation of Mixed Use District (County) and a zoning of Open Rural (County). The Owner is proposing to annex the Property into the City’s boundaries and give the site a FLUM designation of Residential Low Density in the City.

City Comprehensive Plan Future Land Use Element (“**FLUE**”) Policy 6.4.3 states that the Residential Low Density FLUM category 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 school consistent with the Public Schools Facilities Element, recreation and Open Land (Conservation) as appropriate to create and maintain a stable, low-intensity residential character. Single-family density is a maximum of eight (8) units per acre.

Future Land Use Element Goal 1 encourages the preservation and protection of the City’s natural resources by establishing a pattern of development that is harmonious with the City’s natural environment. The proposed PUD meets these requirements by preserving all marshland within the Property, retaining natural hydrologic connections managing all stormwater on-site. The Project will meet the requirements of FLUE Policies 1.1.8 and 1.1.9 by encouraging street, pedestrian and open space designs the discourage cut-through traffic and provide for safe, convenient and well-designed traffic circulation on the Property and through the adjacent Shipyards site.

FLUE Policies 2.1.2, 2.1.3, 2.1.4 and 2.3.4 require new development to provide necessary services and facilities or to pay a fair share of costs of providing such facilities, including extension of water, sanitary sewer and drainage systems to serve projects. The PUD will comply with those requirements by connecting to the City’s existing water and sewer systems and providing drainage on-site. Internal streets constructed by the Owner will be connected to public streets owned by the City, St. Johns County and the Florida Department of Transportation (“**FDOT**”).

FLUE Objectives 5.1 and 5.2 and their applicable policies encourage infill, mixed-use development of the type being proposed for the Property and adjacent land owned by the Owner

in the Shipyards project. The combined projects provide orderly, compact development and the provision of public facilities and services that minimize costs and environmental impact and maximize efficiency. The Project and Shipyards will provide a pedestrian friendly street design and an interconnected street network, which will reduce greenhouse gas emissions.

FLUE Goal 8 and its policies focus on preserving the City's sense of place by balancing small-town urban character with economic activity and encouraging compatible infill development. The PUD provides these by providing residences adjacent to the mixed-use Shipyards project and other businesses in the surrounding area. The Project's proximity to places of employment, restaurants, shops and other commercial and office centers makes it a true walkable and bicycle-friendly community. The PUD has been designed to preserve the City's historic skyline and recognize eventual sea level rise.

Recreation and Open Space Element Overall Goal and applicable policies require certain residential developments to provide parks and recreational facilities, based on the number of proposed units. The Project will provide neighborhood parks for its residents and will be interconnected with the Shipyards via sidewalks and paths.

The Conservation and Coastal Management Element Overall 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. Approximately 3.24 acres of wetlands will remain in the Project. The Owner will impact approximately 0.15 acres of low-quality wetlands within the Property area in order to construct.

The Coastal Management Goal 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 FLUM category, and the City's land development regulations. The PUD will comply with all applicable COZ requirements enumerated in the Coastal Management Goal, as set forth more fully in Subsection C.3.p hereof.

The Infrastructure Element requires the provision of sanitary sewer, potable water and solid waste services to support intended development. The Project will connect to the City's existing sanitary sewer and potable water systems, including potable water system interconnection with adjacent parcels, at the expense of the Owner (in compliance with applicable requirements of the Capital Improvement Element). 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 their own stormwater management systems. The PUD will comply with this requirement.

The Overall Goal of the Transportation and Mobility Element encourages accessible, energy efficient, sustainable and economically viable transportation options that meet the needs of residents, employees, employees and visitors. The Project meets applicable objectives and policies by providing interconnected streets and sidewalks so that residents and other City residents can drive, walk or bicycle to nearby places of employment, restaurants, shopping destinations and other places.

The Overall Goal of the Housing Element is to provide an adequate inventory of housing in stable neighborhoods. Goal 1 encourages quality housing through new construction, and requires the City to assist the private sector in providing adequate housing to meet current and future needs.

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 desires to rezone the Property to PUD in order to provide more flexible site development standards, which will allow them to preserve on-site marshlands and wetlands associated with the San Sebastian River. The following development standards shall apply to the Property:

a. Allowable uses: Allowable uses within the Property shall be:

- (i) A maximum of 55 single-family residential units.
- (ii) A community dock related to the residential units.
- (iii) Recreational and other amenities to serve the residential development.

The locations of the proposed homes, community dock and amenities are depicted on the Master Development Plan, **Exhibit "B"**. The Owner, its successors and assigns, shall be permitted to make minor adjustments to the Master Development Plan based on applicable local, state and federal governmental agency review related to site permitting, engineering and construction plans. Staff shall review and approve any such revisions to the Master Development Plan, without the need for additional public hearings.

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

- 1. Front Yard: 20 feet; Corner Yard: 15 feet; Rear Yard: 10 feet; Side Yard: five (5) feet

2. The front yard setback shall be measured from the front lot line of each lot (not including portions of any lot that may be located within a road or common area tract). Setbacks shall be measured from the outer foundation wall of each structure 30 inches above grade. Eaves shall be permitted to project into side yard setbacks. Patios shall be permitted to extend into rear yard setbacks if not covered or screened. This method of measuring side setbacks is a waiver from the Code.
 3. The project amenity center and its associated parking lot will be located a minimum of 10 feet from all parcel boundaries.
- b. Maximum building height: Single-family residences shall not exceed 35 feet in height. In addition to this building height, an additional five (5) feet shall be permitted for architectural features and mechanical equipment, pursuant to Code Section 28-332.
 - d. Minimum lot size: 5,450 square feet.
 - e. Minimum lot width: 40 feet.
 - f. Maximum lot coverage by all buildings and structures: 50 percent.
 - g. Parking: Each single-family residence will have a driveway that can accommodate two (2) cars, as well as a two (2)-car garage. A minimum of parking spaces will be provided at the project amenity center.
 - h. Signage: Project residential signage will comply with applicable provisions of the Code.
 - i. Roads: Project roadways will be private. Such roads will be owned and maintained by a homeowners' association ("HOA") and may be gated, provided that sidewalks shall not be gated. Project roads will be a minimum of 20 feet in width, with minimum 10-foot-wide lanes.
 - j. Sidewalks: A five (5)-foot-wide sidewalk will be constructed on one (1) side of all streets, in the locations depicted on the Master Development Plan. Sidewalks within the Property will be owned and maintained by the HOA.
 - k. Fencing/Screening. The Owner shall be permitted to erect fences within side and rear yards of lots within the Property and within community recreation facilities, provided such fences are not taller than six (6) feet.
 - l. Upland buffers: An average 25-foot undisturbed upland buffer will be provided adjacent to contiguous wetlands if no bulkhead is provided. If lots are bulkheaded, reduced upland buffers will be provided, but such lots will be required to have 10-foot rear yard setbacks, pursuant to Subsection C.3.b hereof. Locations of bulkheads are depicted on the Master Development Plan, **Exhibit "B"**.

- m. Stormwater: The Owner will provide a stormwater management system for the proposed 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. Project potable water lines will be interconnected with potable water lines that serve adjacent parcels.
- r. Landscaping: Project landscaping will comply with applicable provisions of Code Chapter 25, Article III, except that: (i) all planted trees will count toward satisfaction of any required mitigation, regardless of location on the project site, including required buffer yards; and (ii) the tree separation from utilities shall be 11.5 feet, which is one-half of the average spread of a four-inch caliper Live Oak tree plus the City’s 7.5 foot tree/utility separation requirement.
- s. Tree Mitigation: Project tree removal and replacement will comply with applicable provisions of Code Chapter 25, Article III, except that all planted trees will count toward satisfaction of any required mitigation, regardless of location on the project site, including required buffer yards. A tree removal plan for the Property is attached as Exhibit “C” (the “**Master Tree Removal Plan**”), and a tree mitigation plan for the Property is attached as Exhibit “D” (the “**Master Tree Mitigation Plan**”). Plant notes are contained on the Master Tree Mitigation Plan. Prior to commencing development of lots within the Property, the Owner shall record restrictions against title to each lot prohibiting the removal of any trees within a lot without the prior written approval of the HOA and without replacement of any tree sought to be removed with a tree of equal credits per the Code.
- t. Conservation Overlay Zone Development: Chapter 11, Article II, Sections 11-26 through 11-30 of the Code set forth criteria for development within conservation overlay zones (“**COZs**”). Portions of the Property lie within COZs 1, 2 and 3, and development of the Property will comply with applicable provisions of Sections 11-26 through 11-30.

Code Section 11-29(a) allows permits for structures and uses located within COZ 1 to be issued only for such structures and uses which have received permits under provisions of applicable federal and state regulations and will be issued only for those structures and related uses such as fishing piers and catwalks, boardwalks, boat docks, boathouses, boat ramps, marinas and marine railways, as well as dredging and filling, which are determined to be to the benefit of the public as a

whole and which are determined as having no significant negative impact on natural systems, by either individual or cumulative effect. Code Section 11-29(b) allows permits for structures and uses located within COZ 2 to be issued only for those structures and related uses which are determined as having no significant negative impact on adjacent natural systems by either individual or cumulative effect.

The Owner is proposing to construct a 50-slip community dock within the Property, in location are depicted on the Master Development Plan and on the Conservation Overlay Zone Plan attached as **Exhibit "E"**. The proposed facilities will be designed avoid damage to adjacent salt marshes and the vegetative communities contained therein, to eliminate any harm to the animal, fish or shellfish contained therein, to avoid blocking or disrupting vistas and scenic opportunities, and to enhance those vistas and scenic opportunities which are determined to benefit the public as a whole. The impervious area within COZ 2 will not exceed 25 percent without the area receiving treatment equivalent to the District water quality treatment provisions required when new development is proposed along an unaltered shoreline.

Rear or side lot drainage from grassed or altered areas of The Windward Shipyard PUD along an altered shoreline not directed to a water management system may be discharged to an adjacent water body/wetland; however, the area not treated must be compensated elsewhere in the system. This may be accomplished by providing additional water quality treatment in the system equivalent to that which will be discharged untreated. Water discharged shall be at non-erosive velocities. Rear or side lot drainage from grassed or altered areas of new development along an unaltered shoreline not directed to a water management system may be discharged to an adjacent water body/wetland through the 25-foot buffer (water discharged shall be at non-erosive velocities), with the following permitted activities: (1) pruning vegetation to retain or create a reasonable view. Ground cover and shrub vegetation to a height of 36 inches should be retained; (2) a maximum of 50 percent of the basal area of trees, and a maximum of 50 percent of the total number of saplings, may be removed for any purpose in a twenty-year period. A healthy, well-distributed strand of trees, saplings, shrubs and ground covers and their living, undamaged root systems shall be left in place. Replacement planting with native, low maintenance vegetation is permitted to maintain the 50 percent level; (3) dead, diseased, unsafe or fallen trees may be removed; and (4) reasonably sized bridges, paths, walkways, gazebos, docks and decks, and accessways to such amenities are permitted across the buffer provided such activities have minimal impact to the wetlands and are scaled to preserve the integrity of the buffer (less than ten (10) percent of the buffer). Restoration plan(s) shall be developed to achieve the 50 percent criteria above for those sites already disturbed. If the altered shoreline is bulk-headed, softening of this hardened shoreline with riprap, environmentally engineered materials or other techniques to soften wave energies and promote vegetation is encouraged. Should a softening effort be employed, a reduction in the (25) – foot buffer may be permitted.

For the community dock and minimal lot bulkheading on the Master Development Plan and Conservation Overlay Zone Plan, the Owner provides the following information in response to Code Section 11-29(c) criteria (with Code criteria in BOLD below):

1. **Site specific conditions.**

See the Master Development Plan and Conservation Overlay Zone Plan for site development details.

2. **The site's relationship to adjacent properties, bodies of water and surrounding conservation zones.**

See the Master Development Plan and Conservation Overlay Zone Plan for site development details.

3. **Natural and proposed drainage patterns.**

The Property is bounded on the east and south by the San Sebastian River and connected marshlands. The Property's existing drainage patterns can be described as the perimeter coast line drains directly to the river and connecting marsh while the internal portions of the site drain to onsite wetlands and a manmade drainage ditch, which eventually drain to the San Sebastian River on the east and south sides of the Property.

The proposed drainage pattern for the site will have stormwater collected and conveyed from roadways and lots within an inlet and pipe network, toward one on-site wet detention ponds.

4. **Effect of point and nonpoint discharge in the marine environment.**

The point discharges will include the outfall control structure in the wet detention pond system described above, which is proposed to connect to the San Sebastian River. There will be minimal impacts to marine life as these outfalls will discharge treated stormwater. Nonpoint discharges from rear yards will be minimized as the lots will be designed with Type "A" grading, forcing runoff to reach the stormwater collection system.

5. **Proposed soil stabilization and erosion control methods.**

Standard erosion control methods will include silt fencing around the perimeter of the developed areas, inlet protection during construction, hay bale barriers at the outfalls and floating turbidity barriers within the onsite ditch during road crossing construction. All disturbed areas will be seeded and mulched to establish vegetation to ensure minimal erosion after construction is complete.

6. **Impact on floodplain.**

Because the San Sebastian River is an open basin that has a direct connection to the Atlantic Ocean, the impacts to the floodplain will be minimal.

7. Impact of development on vegetative and animal communities.

Approximately 0.15 acres of proposed wetland impacts are for home sites (Figure 4). Locations of the proposed wetland impacts are shown on the wetland management plan attached as **Exhibit "F"** (the "**Wetland Management Plan**"). Those impacts either have been permitted by both the District and U.S. Army Corps of Engineers (the "**Corps**"). All hydrologic flow will be unimpeded and follow its natural course. Further, all other wetlands on-site will remain.

8. Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.

Because the PUD will include single-family homes and the community dock, which will not have fueling or other activities that permit the use of hazardous chemicals and materials, there is no potential for contaminated drainage, storage of pollutants or the use of poisonous chemicals or materials.

9. Effect of shade on vegetation and shellfish.

The community dock be at minimum six (6) feet above mean high water. Therefore, shading will be minimal. None of the wetland impacts proposed in upland areas of the project will have a shade effect on vegetation or shellfish. The Owner will leave 3.24 acres to remain adjacent to the San Sebastian River. The 0.15 acres of low quality freshwater wetland impacts, not saltmarsh, will be mitigated by purchasing 0.12 mitigation bank credits.

10. Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.

The proposed development will honor the standard will have no effect on manatees, vegetation, shellfish or wildlife, nor will it cause shoreline erosion because it is located within upland areas of the site.

11. Impact of development on shoreline by linear feet and percent of site.

The existing shoreline will not be altered by the proposed development. The bulkheads will be mostly constructed within the uplands, except for the areas adjacent to the wetland impacts.

12. Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.

The Conservation Overlay Zone 1 Development includes the community dock. The community dock is depicted on Figures 4 thru 10C.

The proposed single-family homes will be located within Conservation Overlay Zones 2 and 3. The homes will be limited to 35 feet in height (two stories) so their impacts to vistas and scenic opportunities will be minimal. Existing tree canopies within COZ 1 and upland buffers will be left in place and new trees will be planted within lots, both of which will allow the proposed homes to blend into the area.

13. Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.

Native vegetation will be preserved in buffer areas within the Property, in the locations depicted on the Master Development Plan. Native plants will be used for landscape and open space purposes to the extent practicable. Proposed retention areas are depicted on the Master Development Plan.

14. Impact of development on plant and animal habitat and potential loss in acres and percent of site.

The Windward Shipyard project will cluster housing development within upland areas of the Property and will preserve marshlands and other wetlands associated with the San Sebastian River

15. Impact of development on water quality. Water quality objectives will be presumed to have been met if runoff water is routed to a surface water management system permitted by the St. Johns River Water Management District or to a treatment facility that is equivalent to the water quality treatment criteria (water retention/detention) of the water management district. (An engineer or landscape architect licensed in the State of Florida is required to certify that the treatment facility is equivalent to the district's criteria.)

Stormwater runoff from the Property will be routed to a surface water management system permitted by the St. Johns River Water Management District.

16. Impact of development on shellfish and on commercial and sport fish and waterfowl.

The project will have no impact on shellfish or on commercial or sport fish or waterfowl because all stormwater runoff from the Property will be routed to a District-permitted surface water management system. The proposed homes will be located on upland areas of the site.

17. **Specific conditions applicable to docks. In addition to the considerations listed in subsections (1) through (16) herein, no boathouse, roofed structure or wall shall be constructed on any dock. This section shall not prohibit the use of bumpers or similar structures built at or near the water line and below deck elevation to protect the dock from damage caused by moored vessels. The deck of any private boat dock shall not exceed six (6) feet in height above mean high water. Boatlifts mounted on docks, or constructed on or adjacent to a dock, shall be limited to a capacity of twelve thousand (12,000) pounds or less. All boatlifts shall be low profile boatlifts or no profile boatlifts, and no boats in excess of thirty-two (32) feet in length shall be allowed on a boatlift. In addition, the maximum height, excluding masts, antennas and other non-occupiable features, of a boat suspended in a boatlift shall not exceed six (6) feet above the gunwale (gunnel); whereby, the gunwale (gunnel) is defined as the upper edge of the side of the ship or boat. A low profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall exceed three (3) feet above the deck. A no profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall protrude above the deck.**

Project will comply.

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

The PUD complies with Code Section 28-286 by:

- a. Promoting more efficient and economic use of land by clustering development within upland areas and preserving marshland and other wetland associated with the San Sebastian River.
- b. Encouraging a more compatible and harmonious development of contiguous lands by using natural buffers to ensure compatibility.
- c. Providing flexibility to meet changing needs, technologies, economics and consumer preferences in the Master Development Plan and this text.
- d. Providing a process to assess a development's impact on the proposed site, the surrounding neighborhoods or areas, and the city as a whole.

- e. Demonstrating the coordinating of architectural styles, building forms, and building relationships within a planned development, as well as, the planned development's relationship with the existing and preferred architectural context surrounding the project.
 - f. Providing an environment of consistent character compatible with the surrounding areas.
 - g. 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.**

Permitted uses within the Property are set forth in Section C.3 hereof. Locations of the proposed uses are depicted on the Master Development Plan, **Exhibit "B"**. Proposed uses are consistent with the Residential Low Density future land use 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 Project include:

- a. Preserving marshland and other wetland associated with the San Sebastian River.
 - b. Providing interconnection of potable water lines with adjacent parcels.
 - c. Providing a project that compliments and incorporates the existing mixed-use Shipyards project to the north.
 - d. Annexing the Property into the City limits, thus increasing the City's tax base and number of jobs available in the municipal boundaries.
 - e. Providing pedestrian interconnectivity within the Shipyards project and with parcels to the north, along the west side of the San Sebastian River.
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 Project will be developed in two (2), five (5)-year phases. Phase 1 shall commence within three (3) years of the City Commission's adoption of this PUD ordinance and shall be completed within five (5) years of commencement. Phase 2 shall commence no later than the completion of Phase 1 and shall be completed within five (5) years of commencement. For purposes of this PUD, "commencement" shall be defined as the City's approval of horizontal

construction plans, and “completion” shall be defined as the City’s approval of as-builts for horizontal improvements.

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 Owner will create a homeowners’ association (“HOA”) that will be legally responsible for owning, operating and maintaining common areas within the Property, including but not limited to roads, sidewalks, parks, the community dock and other amenities.

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.

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 underlying future land use 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.

A public facility impact analysis that outlines the project’s potential impacts on transportation networks, circulation patterns and infrastructure is attached as Exhibit “F”.

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 project will include a maximum of 55 single-family units on approximately 13.7 developable acres, yielding a net density of 4.01 units per acre on the Property.

2. **Open space.** Development will be clustered within upland areas of the Property.

3. **Waiver of yard, dwelling unit, frontage criteria and use restriction.** See Section C.3 hereof for these criteria and waivers from such requirements. Those waivers are detailed in Subsections C.3.r (Landscaping) and s (Tree Mitigation).

4. **Management and maintenance of open space areas.** All common property within the Property will be owned, operated and maintained by an HOA and will be available for use by residents within the Property. The HOA will have a declaration of restrictive covenants that governs use of common areas within the Property. The HOA board of directors will be responsible for enforcing the declaration. The HOA will own and maintain all roads and sidewalks within the Property. Access to homes will be over these privately owned streets. The HOA will have rules and regulations governing fencing, landscaping and other aesthetic issues in order to enhance the community and the privacy of its occupants, screening of objectionable views or uses and reduction of noise.

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 dedicate all on-site utilities to the City, 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 for parking standards.

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 Master Development Plan shows interconnectivity with adjacent lands. Because the Property is surrounded on two sides by marshland, it is difficult to connect to adjacent lands other than via Arapaho Avenue.

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.**

See the Master Development Plan, **Exhibit “B”**, the Master Tree Removal Plan, **Exhibit “C”**, the Master Tree Replacement Plan **Exhibit “D”** and this text for the development standards for the Property.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: January 12, 2023

RE: Consent Agenda Item - Financial Update

Attached are the unaudited monthly financial statements for Commission review for the period ending December 31, 2022. The statements are in the form of an income statement and include current year budget and current year-to-date actuals, with previous year-to-date actuals for comparison purposes. The City is 25% through its fiscal year.

To this point in the fiscal year, the City's financial position is favorable. The current interest rate environment has benefited the City's interest earnings. 25% into the fiscal year, general fund interest earnings are 44% of the yearly budgeted amount. We expect this trend to continue throughout the fiscal year.

All funds operating revenues exceed operating expenses except for the Solid Waste fund. The exception in Solid Waste comes from capital outlays related to machinery and equipment. As we progress throughout the fiscal year, we expect operating revenues and expenses in the Solid Waste fund to come back into balance.

If you have any questions about the attached statements or any other financial matter, please do not hesitate to contact me.



Greg Johnson, CPA
Deputy Finance Director

Attachments

cc: D. Galambos, City Clerk

General Fund

Current Year and Prior Year to Date for Period Ending December 31, 2022

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Ad Valorem Taxes	9,521,861	17,826,488	53%	10,124,732	15,474,182	65%
Local Option Gas Tax	80,937	496,978	16%	128,370	474,703	27%
Insurance Premiums	754	520,093	0%	-	436,905	0%
Utility Taxes	496,264	2,440,000	20%	539,320	2,300,000	23%
Grants	9,254	10,000	93%	0	548,064	0%
Intergovernmental	408,331	2,217,732	18%	477,000	2,329,168	20%
Franchise Fees	434,237	1,811,000	24%	389,370	1,731,000	22%
Licenses, Permits & Other Fees	2,048,077	5,408,950	38%	2,485,202	5,380,854	46%
Fines and Forfeitures	38,214	260,500	15%	41,036	291,000	14%
Administrative Overhead	-	4,861,760	0%	872,700	4,159,429	21%
Investment Income	143,518	324,325	44%	79,290	20,420	388%
Miscellaneous	682,054	3,321,294	21%	662,616	2,335,263	28%
Total Operating Revenue	13,863,502	39,499,120	35%	15,799,635	35,480,988	45%
<u>Operating Expenses</u>						
General Government	1,975,708	10,289,182	19%	2,152,130	9,568,926	22%
Public Safety	3,012,073	14,700,699	20%	2,564,910	13,342,487	19%
Physical Environment	747,514	4,247,271	18%	656,480	4,049,689	16%
Transportation	747,852	6,574,323	11%	825,418	5,251,623	16%
Culture and Recreation	353,144	2,166,855	16%	343,193	2,085,935	16%
Capital Outlays						
Land	60,000	-	N/A		60,000	N/A
Buildings	-	407,347	0%	3,204	257,417	1%
Infrastructure Improvements	185,315	1,126,717	16%	124,896	1,691,717	7%
Machinery & Equipment	157,735	1,756,713	9%	46,894	2,384,732	2%
Total Operating Expenses	7,239,340	41,269,108		6,717,127	38,692,526	
<u>Transfers In/ (Out)</u>						
Transfers In	1,602,408	6,409,633	25%	1,758,381	7,033,525	25%
Transfers Out	(1,159,911)	(4,639,645)	25%	(955,497)	(3,821,987)	25%
Total Transfers In/ (Out)	442,497	1,769,988		802,885	3,211,538	
	\$ 7,066,659	\$ -		\$ 9,885,392	\$ -	

Utility Fund

Current Year and Prior Year to Date for Period Ending December 31, 2022

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Water User Fees	2,592,453	10,026,460	26%	2,375,437	9,522,000	25%
Sewer User Fees	2,487,822	9,545,929	26%	2,265,366	8,887,200	25%
Construction & Connection Fees	1,574,191	1,650,000	95%	545,594	1,555,000	35%
Other	77,621	529,000	15%	126,296	489,000	26%
Total Operating Revenue	6,732,087	21,751,389		5,312,693	20,453,200	
<u>Operating Expenses</u>						
Personal Services	1,209,352	5,992,482	20%	1,074,317	5,460,185	20%
Operating Expenses	574,182	5,600,465	10%	641,521	4,159,438	15%
Administrative Overhead	762,914	3,051,654	25%	649,604	2,598,415	25%
Capital Outlays						
Infrastructure Improvements	298,920	15,288,713	2%	1,471,094	9,724,439	15%
Buildings	-	-	NA	-	-	NA
Machinery & Equipment	10,811	753,407	1%	133,135	244,579	54%
Total Operating Expenses	2,856,178	30,686,721		3,969,670	22,187,055	
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	214,745	86,000	250%	3,799	25,000	15%
Fiscal Charges	(275,252)	(2,787,590)	10%	(275,252)	(2,532,040)	11%
Grants	-	-	NA	-	-	NA
Disposition of Assets	4	-	NA	-	15,000	0%
Non-Operating Revenue/(Expense)	(60,503)	(2,701,590)		(271,453)	(2,492,040)	
<u>Transfers In/ (Out)</u>						
Transfers In	4,299,171	17,196,685	25%	142,467	10,284,990	1%
Transfers Out	(1,389,941)	(5,559,763)	25%	(300,166)	(6,059,095)	5%
Total Transfers In/ (Out)	2,909,231	11,636,922		(157,699)	4,225,895	
	\$ 6,724,636	\$ -		\$ 913,872	\$ -	

Stormwater Fund

Current Year and Prior Year to Date for Period Ending December 31, 2022

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	363,166	1,336,143	27%	291,946	1,195,657	24%
Total Operating Revenue	363,166	1,336,143	27%	291,946	1,195,657	24%
<u>Operating Expenses</u>						
Personal Services	90,276	415,819	22%	79,538	375,278	21%
Operating Expenses	7,795	508,393	2%	17,048	274,548	6%
Administrative Overhead	110,874	443,495	25%	96,689	386,755	25%
Capital Outlays						
Machinery & Equipment	-	-	NA	13,083	13,304	98%
Infrastructure Improvements	18,695	233,751	8%	6	-	NA
Total Operating Expenses	227,639	1,601,458		206,365	1,049,885	
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	3,871	6,000	65%	186	500	37%
Fiscal Charges	-	-	NA	-	-	NA
Non-Operating Revenue/(Expenses)	3,871	6,000	65%	186	500	37%
<u>Transfers In/ (Out)</u>						
Transfers In	128,656	514,623	25%	162,333	649,331	25%
Transfers Out	(223,388)	(893,553)	25%	(228,120)	(912,480)	25%
Total Transfers In/ (Out)	(94,733)	(378,930)		(65,787)	(263,149)	
	\$ 44,666	\$ -		\$ 19,980	\$ -	

Solid Waste Fund

Current Year and Prior Year to Date for Period Ending December 31, 2022

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	1,364,547	5,359,136	25%	1,155,988	4,275,396	27%
Franchise Fees	12,683	30,000	42%	(3,002)	70,000	-4%
Other	4,952	-	N/A	2,426	3,000	81%
Total Operating Revenue	1,382,182	5,389,136		1,155,412	4,348,396	
<u>Operating Expenses</u>						
Personal Services	382,884	2,045,022	19%	342,977	1,447,237	24%
Operating Expenses	704,505	2,889,438	24%	488,512	2,230,244	22%
Administrative Overhead	133,681	534,722	25%	126,407	505,629	25%
Capital Outlays						
Machinery & Equipment	542,281	1,772,909	31%	-	26,765	N/A
Total Operating Expenses	1,763,350	7,242,091		957,897	4,209,875	
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	9,157	5,000	183%	173	100	173%
Disposition of Assets	752	-	N/A	417	2,500	17%
Non-Operating Revenue/(Expenses)	9,908	5,000		589	2,600	
<u>Transfers In/ (Out)</u>						
Transfers In	567,853	2,271,410	25%	54,911	219,642	25%
Transfers Out	(105,864)	(423,455)	25%	(90,191)	(360,763)	25%
Total Transfers In/ (Out)	461,989	1,847,955		(35,280)	(141,121)	
	\$ 90,728	-		\$ 162,824	\$ -	

Municipal Marina Fund

Current Year and Prior Year to Date for Period Ending December 31, 2022

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	1,587,429	4,951,022	32%	1,459,507	3,413,150	43%
Rental Income	16,825	53,176	32%	12,167	42,000	29%
Other	5,452	26,000	21%	8,835	75,000	12%
Total Operating Revenue	1,609,706	5,030,198		1,480,509	3,530,150	
<u>Operating Expenses</u>						
Personal Services	171,799	924,598	19%	159,890	739,208	22%
Operating Expenses	865,850	3,727,173	23%	763,278	1,994,454	38%
Administrative Overhead	82,346	329,383	25%	118,675	474,698	25%
Capital Outlays						
Machinery & Equipment	6,155	6,155	100%	77,684	156,000	50%
Infrastructure Improvements	13	-	NA	-	-	NA
Total Operating Expenses	1,126,163	4,987,309		1,119,527	3,364,360	
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	11,461	25,000	46%	508	-	NA
Grant Income	-	-	NA	-	117,000	NA
Fiscal Charges	-	-	NA	-	-	NA
Non-Operating Revenue/(Expenses)	11,461	25,000		508	117,000	
<u>Transfers In/ (Out)</u>						
Transfers In	21,274	85,096	25%	17,367	69,467	25%
Transfers Out	(38,246)	(152,985)	NA	(88,064)	(352,257)	25%
Total Transfers In/ (Out)	(16,972)	(67,889)		(70,698)	(282,790)	
	\$ 478,031	-		\$ 290,792	-	

Visitor Information Center Fund

Current Year and Prior Year to Date for Period Ending December 31, 2022

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Parking Revenue	1,390,051	4,195,000	33%	1,452,161	4,070,000	36%
Gift Shop Revenue	182,879	700,000	26%	175,075	600,000	29%
Other	8,545	60,000	14%	10,352	60,000	17%
Total Operating Revenue	1,581,474	4,955,000		1,637,588	4,730,000	
<u>Operating Expenses</u>						
Personal Services	250,431	1,373,757	18%	222,370	1,156,411	19%
Operating Expenses	162,622	1,496,675	11%	222,405	1,613,341	14%
Administrative Overhead	110,628	442,510	25%	538,207	2,152,827	25%
Capital Outlays						
Buildings	132,301	280,915	47%	-	-	NA
Machinery & Equipment	26,961	175,100	15%	14,680	14,680	100%
Total Operating Expenses	682,943	3,768,956		997,662	4,937,260	
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	24,772	30,000	83%	1,098	2,500	44%
Other Income	129,410	262,000	49%	103,187	212,000	49%
Fiscal Charges	-	(1,683,077)	0%	-	(1,697,847)	0%
Non-Operating Revenue/(Expenses)	154,182	(1,391,077)		104,285	(1,483,347)	
<u>Transfers In/ (Out)</u>						
Transfers In	534,299	2,137,196	25%	368,080	1,472,318	25%
Transfers Out	(483,041)	(1,932,163)	25%	54,572	218,289	25%
Total Transfers In/ (Out)	51,258	205,033		422,652	1,690,607	
	\$ 1,103,972	\$ -		\$ 1,166,863	\$ -	

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: January 12, 2023

RE: QUARTERLY REPORT: 1ST QUARTER FY 2022-2023

Please find enclosed the following documents reflecting the fiscal year 2022-2023 1st quarter in review for the City Attorney's office:

- ❖ **WORK LOG DRAFTING & REVIEW CHART (184 ITEMS)**
- ❖ **PUBLIC MEETINGS ATTENDANCE CHART (50.5 HOURS)**
- ❖ **CITY ORDINANCE VIOLATION DISPOSITION CHART (92 CASES)**
- ❖ **STAFF & NEW BOARD MEMBER TRAINING CHART (5 HOURS)**
- ❖ **ORDINANCE & RESOLUTION CHART (9 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. There has been no further activity at this time.

- 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. On December 1, 2022, the Court entered its Order in favor of SA Marina Holdings, LLC by granting its Petition for Writ of Certiorari. On December 12, 2022, the City and Plaintiff/Petitioner entered into a settlement agreement. The property was rezoned on January 9, 2023.
- 3) Shafer v. City (Writ of Certiorari); defense provided by City Attorney: On November 14, 2022, Jessica Shafer filed a Petition for Writ of Certiorari seeking the Court's review of a final order issued by the City Commission denying her application for a conservation overlay zone development permit for a wall. The City is currently waiting for the Court to enter an Order to Show Cause to determine the deadline for filing its Response Brief.

Please place this quarterly report on the consent agenda for the January 23, 2023 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,



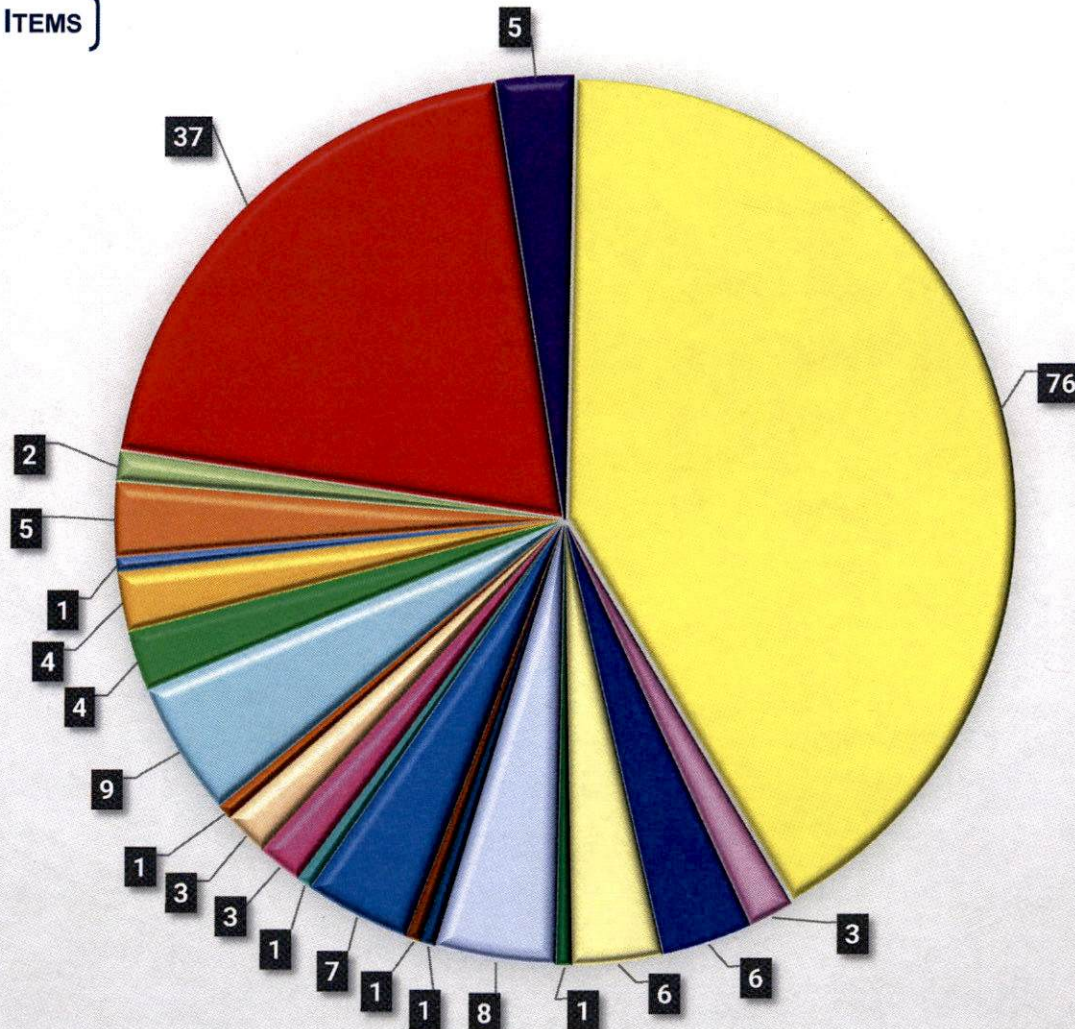
Isabelle C. Lopez
City Attorney

Attachments

WORK LOG DRAFTING & REVIEW: 1ST QUARTER FY 2022-2023

(BY NUMBER OF ITEMS)

(TOTAL: 184 ITEMS)

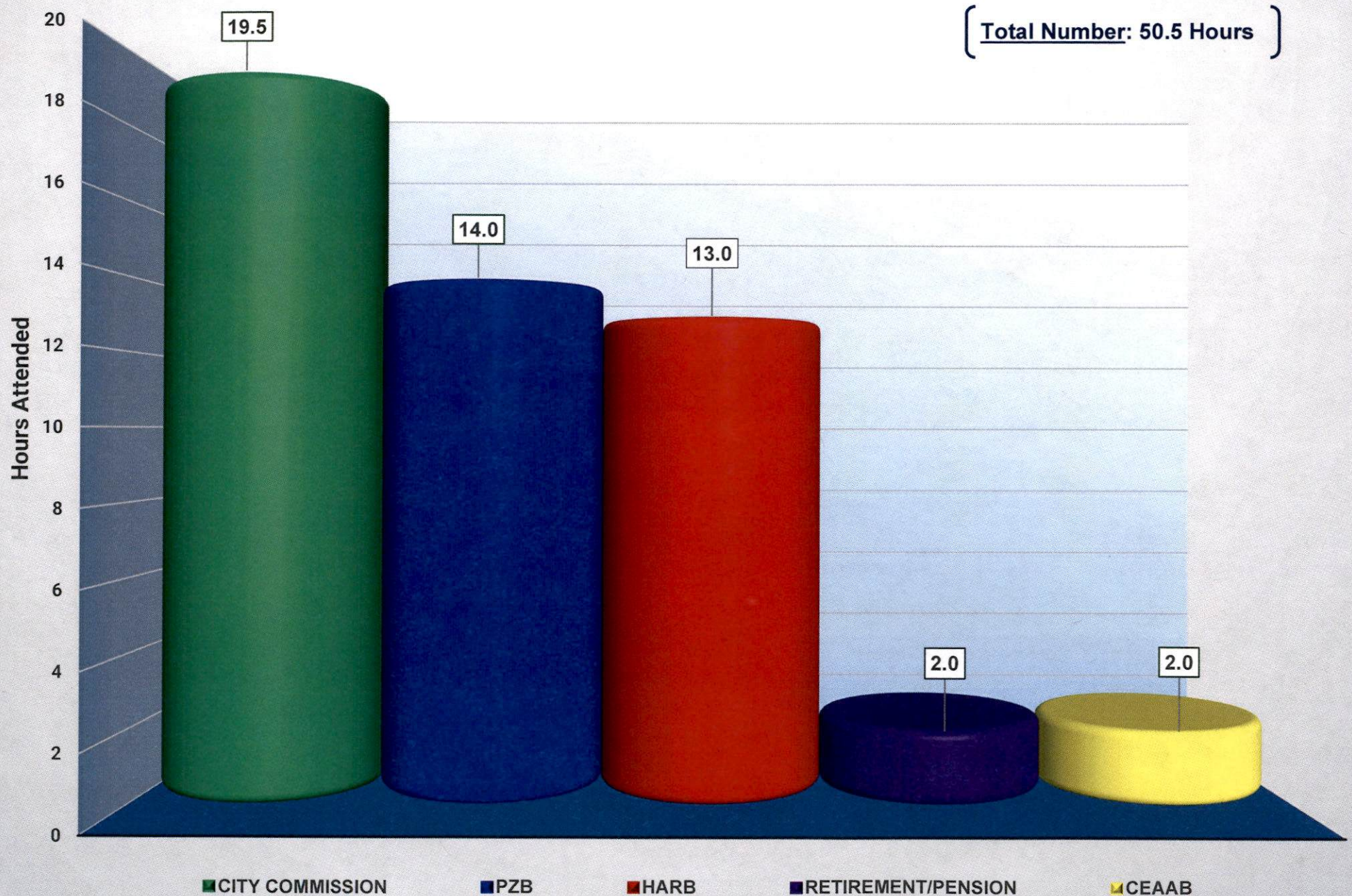


Agreement - 76
 Correspondence - 6
 Franchise - 1
 Lien - 1
 Notice - 1
 Performance Bond - 4
 Pleading - 2

Application - 3
 Easement - 1
 Interlocal Agreement - 1
 Lien Release - 3
 Order - 9
 Petition - 1
 Research - 37

Contract - 6
 Form - 8
 Lease Agreement - 7
 Memorandum of Understanding - 3
 Ordinance - 4
 Plat - 5
 Resolution - 5

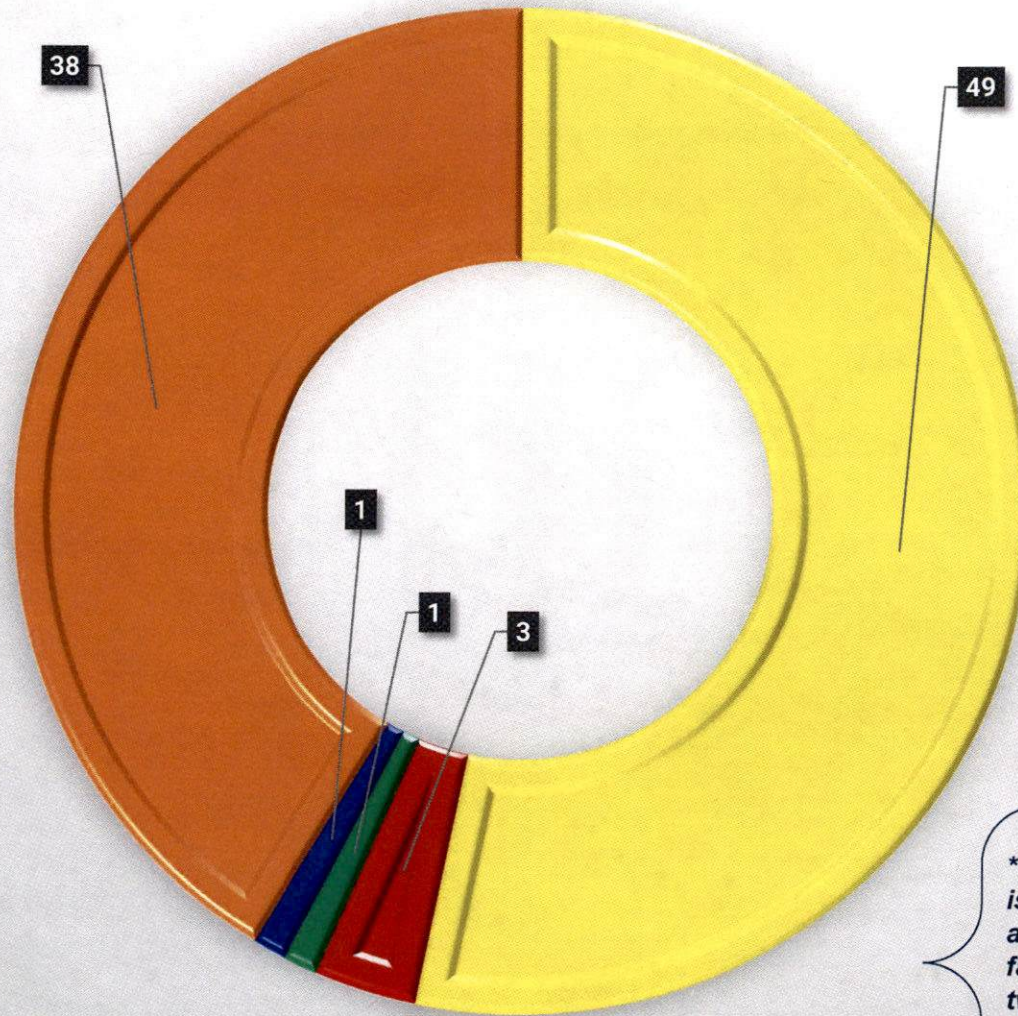
PUBLIC MEETING ATTENDANCE: 1ST QUARTER FY 2022-2023



CITY ORDINANCE VIOLATIONS: 1ST QUARTER FY 2022-2023

(BY NUMBER OF CASES)

(TOTAL: 92 CASES)



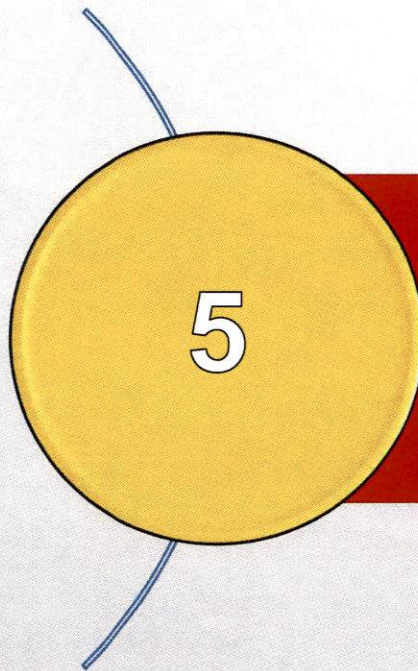
- Adjudicated Guilty - 49
- Adjudication Withheld - 3
- Nolle Prossed - 1
- Acquitted - 1
- Dismissed per Admin Order - 38

***All dismissals are due to the expiration of capias' issued, per Administrative Order 14-04. A capias is an order by the Court to arrest a Defendant for failure to appear. If the Defendant is not found within two (2) years from the date the capias is issued, the entire case is dismissed per the administrative order. These cases were not dismissed by the City.*

STAFF & NEW BOARD MEMBER TRAINING: 1TH QUARTER FY 2021-2022

(BY NUMBER OF HOURS)

(TOTAL: 5 HOURS)



NEW BOARD MEMBERS

*(CITY COMMISSION, LCRA, PENSION
BOARDS, ETC.)*

1

ORDINANCES & RESOLUTIONS – 1ST QUARTER FY 2022-2023

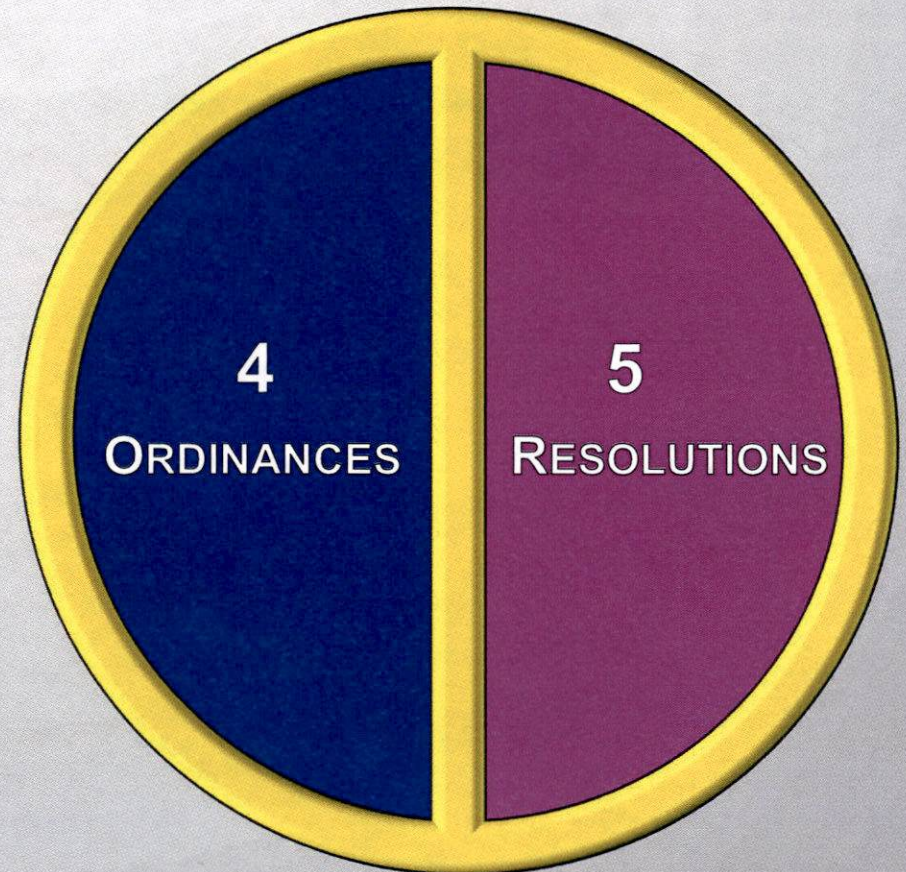
(TOTAL: 9 ITEMS)

ORDINANCES

- 2022-30: Open Burning Amendment
- 2022-31: FLUM Amendment for 110 Carver Street E.
- 2022-32: Rezoning of 110 Carver Street E.
- 2022-33: Flagler College Dorm Rezoning

RESOLUTIONS

- 2022-36: Supporting the Transfer of the Excelsior Building to the Lincolnville Museum
- 2022-37: Supporting Application for FIND Grant for Marina Dock Repairs
- 2022-38: Agreement for FDEP Resilient Florida Grant Funding
- 2022-39: Adopting the St. Johns County Amended Mitigation Strategy Plan
- 2022-40: Reorganizational Resolution



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

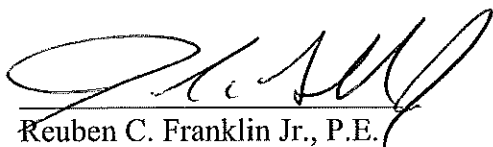
DATE: January 3, 2023

RE: Consent Agenda Item for January 23, 2023, City Commission Meeting;
Ponce Associates/ Maderia Subdivision - Invoice for Professional Services

Enclosed Please find Invoice #51097336 dated December 19, 2022, from Baker & Hostetler LLP for legal services rendered through November 30, 2022, regarding the Ponce Associates/Maderia Subdivision.

The amount currently due is \$5,185.25. We have reviewed the billing which will be paid out of the Utility Reserves account and submit the same to you for placement on the consent agenda for the January 23, 2023, Commission meeting.

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



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

cc: Meredith Breidenstein, Assistant City Manager
David Birchim, Assistant City Manager
Darlene Galambos, City Clerk
Mark Simpson, Financial Services
Isabelle Lopez, City Attorney

Attachment: Baker & Hostetler LLP Invoice #51097336

BakerHostetler

The City of St. Augustine
Attn: Isabelle Lopez, City Attorney
75 King Street
St. Augustine, FL 32084

Invoice Date: 12/19/22
Invoice Number: 51097336
B&H File Number: 00540/089180/000015
Taxpayer ID Number: 34-0082025
Page 1

Regarding: Ponce Associates / Maderia Subdivision

For professional services rendered through November 30, 2022

BALANCE FOR THIS INVOICE DUE BY 01/18/23 \$ 5,185.25
All amounts are in United States Dollars

Remittance Copy

Please include this page with payment

Invoice No: 51097336

Firm Contact Information

Elie Sanchez
(407) 649-3923
efsanchez@bakerlaw.com

Please Remit To: Baker & Hostetler LLP P.O. Box 70189 Cleveland, OH 44190-0189	FOR WIRE REMITTANCES: Baker & Hostetler LLP KeyBank, N.A., Cleveland, OH Account No: 1001516552 / ABA 041001039 <u>SWIFT Code: KEYBUS33</u>
Reference Invoice No: 51097336	Email the "Remittance Copy" to bakerlockbox@bakerlaw.com

BakerHostetler

The City of St. Augustine
Attn: Isabelle Lopez, City Attorney
75 King Street
St. Augustine, FL 32084

Invoice Date: 12/19/22
Invoice Number: 51097336
B&H File Number: 00540/089180/000015
Taxpayer ID Number: 34-0082025
Page 2

Regarding: Ponce Associates / Maderia Subdivision

For professional services rendered through November 30, 2022

Fees	\$ 5,029.00
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Expenses and Other Charges

Ground Transportation Out of Town (E110)	8.75
Mileage Reimbursement (E110)	147.50

Total Expenses	\$ 156.25
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BALANCE FOR THIS INVOICE DUE BY 01/18/23 IN USD	\$ 5,185.25
--	--------------------

Baker&Hostetler LLP

Atlanta *Chicago* *Cincinnati* *Cleveland* *Columbus* *Costa Mesa* *Dallas* *Denver* *Houston*
Los Angeles *New York* *Orlando* *Philadelphia* *San Francisco* *Seattle* *Washington, DC* *Wilmington*

Regarding: Ponce Associates / Maderia Subdivision

Matter Number: 089180.000015

Name	Hours	Rate	Amount
Pence, William L.	9.40	\$ 535.00	\$ 5,029.00
Total	9.40		\$ 5,029.00

Date	Initials	Description	Hours	Amount
11/01/22	WLP	Prepare correspondence to Mike Sznajstajler regarding agenda for meeting with City on November 3, 2022.	0.30	160.50
11/03/22	WLP	Prepare for and participate in out of office meetings in St. Augustine with City staff and representatives of Ponce Associates regarding City's environmental concerns related to the impact of soil and groundwater use restrictions at Madeira development on City's maintenance of utilities.	5.00	2,675.00
11/16/22	WLP	Review and revise draft Madeira Phase IC Utility and Limited Environmental Indemnity Agreement.	1.00	535.00
11/17/22	WLP	Review Todd Grant's comments regarding draft Madeira Phase IC Utility and Limited Environmental Indemnity Agreement; prepare response to same; transmit revised draft Madeira Phase IC Utility and Limited Environmental Indemnity Agreement to City for review.	0.80	428.00
11/29/22	WLP	Prepare for and participate in conference call with City regarding draft Madeira Phase IC Utility and Limited Environmental Indemnity Agreement; prepare further revisions to same in response to City's comments; transmit revised draft Madeira Phase IC Utility and Limited Environmental Indemnity Agreement to City for review.	1.60	856.00
11/30/22	WLP	Revise draft Madeira Phase IC Utility and Limited Environmental Indemnity Agreement to incorporate Engineering's comments to same; review	0.70	374.50

Baker & Hostetler LLP

Atlanta Chicago Cincinnati Cleveland Columbus Costa Mesa Dallas Denver Houston
 Los Angeles New York Orlando Philadelphia San Francisco Seattle Washington, DC Wilmington

The City of St. Augustine

Invoice Date: 12/19/22
Invoice Number: 51097336
Matter Number: 089180.000015
Page 4

Date	Initials	Description	Hours	Amount
		correspondence from Isabelle Lopez regarding scope of Agreement; prepare response to same; prepare correspondence to Mike Sznajstajler transmitting revised draft Agreement.		
		Total	9.40	5,029.00

Expenses and Other Charges

Cost Description	Amount
Ground Transportation Out of Town (E110)	8.75
Mileage Reimbursement (E110)	147.50
TOTAL	\$ 156.25

Baker & Hostetler LLP

Atlanta Chicago Cincinnati Cleveland Columbus Costa Mesa Dallas Denver Houston
Los Angeles New York Orlando Philadelphia San Francisco Seattle Washington, DC Wilmington

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 6, 2023

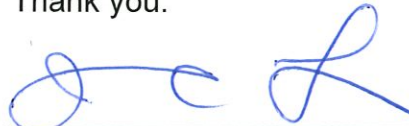
RE: **SMITH V. CITY – INVOICE FOR PROFESSIONAL SERVICES**

Enclosed please find Invoice No. 12-2022-09-3029 dated January 5, 2023, from Cavendish Partners, P.A. for legal services rendered in December 2022 regarding the Philip Smith v. City of St. Augustine matter.

The amount due is **\$2,128.75**. We have reviewed the billing and submit same to you for placement on the consent agenda for the January 23, 2023 City Commission meeting.

*{ WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEY'S
FEES AND COSTS ON THIS MATTER EQUALS \$26,567.65. }*

Thank you.



Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Meredith Breidenstein, Assistant City Manager
David Birchim, Assistant City Manager
Darlene Galambos, City Clerk
Mark Simpson, Financial Services

CAVENDISH PARTNERS

P.A.

200 West Forsyth Street, Suite 1300
Jacksonville, FL 32202

INVOICE

Date: 01/05/2023

Invoice #: 12-2022-09-3029

Matter: Stampedes Dance Hall Liquor License

Lawsuit **File #:** 3029

INVOICE TOTAL AND BALANCE DUE \$2,128.75

Bill To:

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

Due Date: 02/04/2023

Please Remit Payment To:

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

**PAYMENTS RECEIVED AFTER 01/05/2022 ARE
NOT REFLECTED IN THIS BALANCE DUE INVOICE**