

**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, FEBRUARY 11, 2019 - 5:00 PM
ALCAZAR ROOM**

1. CALL TO ORDER

- ❖ Roll Call
- ❖ Invocation and Pledge of Allegiance

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of REGULAR AGENDA

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

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

- ❖ **3** minutes per individual

5. **CONSENT AGENDA – Modification(s); Motion to Approve**

6. APPEALS

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

(Presentations (maximum of **10** minutes per presentation)). Presentations for Commission meetings must be presented to the City Manager for approval no later than ten (10) working days prior to the next City Commission meeting. A Presentation Support Services Request (available on the City's website) **MUST** accompany all presentations. The Form is available at:

http://www.citystaug.com/document_center/Administration/CityClerk/PresentationSupportServicesRequest04152016.pdf

A. GENERAL PUBLIC PRESENTATIONS

7.A. St. Johns County Tax Collector, Dennis Hollingsworth, will discuss vacation rental registrations. (*D. Birchim, Director, Planning and Building*).

B. ITEMS OF GREAT PUBLIC IMPORTANCE

C. OTHER ITEMS REQUIRING PUBLIC HEARING

8. ORDINANCES AND RESOLUTIONS – PUBLIC HEARING REQUIRED

A. ORDINANCES – SECOND READING

8.A.1. Ordinance 2019-03: Proposed update to the City tree code. (*D. Birchim, Director, Planning and Building*).

B. ORDINANCES – FIRST READING (*ONLY IF REQUIRED BY LAW*)

C. RESOLUTIONS – PUBLIC HEARING (*ONLY IF REQUIRED BY LAW*)

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

A. ORDINANCES – FIRST READING

9.A.1. Ordinance 2019-02: Amends and updates sections of Chapter 24 of the Code of Ordinances relating to personal mobility devices. (*J. Cary, Assistant City Attorney*).

B. RESOLUTIONS

9.B.1. Resolution 2019-01: Authorizes the City Manager to execute temporary easements related to submerged land leases of the City. (*I. Lopez, City Attorney*).

9.B.2. Resolution 2019-02: Supports state and federal funding for Operation New Hope and the need for a satellite facility in the City and County. (*N. Sikes-Kline, Commissioner*).

10. STAFF REPORTS AND PRESENTATIONS

10.A. Financial update for period ending January 31, 2019. (*M. Litzinger, Director, Finance*).

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

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

11.B. Notification of statutory extension of demolition order for 18 St. George Street. (*I. Lopez, City Attorney*).

12. ITEMS BY CITY CLERK (See Consent Agenda also)

12.A. Notification that applications are being accepted to fill two term expirations and one alternate position on the Historic Architectural Review Board. (*D. Galambos, City Clerk*).

12.B. Request to schedule a workshop to discuss the City of St. Augustine's Adaptation Plan and a date for the City's Charter review. (*D. Galambos, City Clerk*).

13. ITEMS BY CITY MANAGER (See Consent Agenda also)

13.A. Review of UF/CoSA Partnership Agreement. (*J. Regan, City Manager*).

13.B. Updated task tracking list. (*J. Regan, City Manager*).

14. ITEMS BY MAYOR AND COMMISSIONERS

15. ADJOURN

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

CONSENT AGENDA – FEBRUARY 11, 2019

CA.1. PREVIEW OF UPCOMING COMMISSION MEETINGS.

- a) THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR 2ND READING ON FEBRUARY 25, 2019:
- Ordinance 2019-02
- b) REMINDER OF UPCOMING MEETINGS:
- February 25, 2019, 5:00 p.m., Regular Meeting
 - March 11, 2019, 5:00 p.m., Regular Meeting

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

- January 14, 2019, Regular Meeting

CA.3. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S): NONE.

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

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

CA.6. Nomination of David Nolan for the Adelaide Sanchez award for education and interpretation. (*N. Shaver, Mayor*).

CA.7. Acceptance of a grant under the Department of Homeland Security Assistance to Firefighters Grant Program in 2017 for wireless headsets. (*C. Aviles, Chief, St. Augustine Fire Department*).

CA.8. Review of dockage agreement for the vessel, *Santa Maria*, for the period from April 17 through May 5, 2019. (*J. Regan, City Manager*).

CA.9. Approval of 2019 tentative meeting schedule for budget meetings, monthly updates, quarterly updates and public workshops. (*M. Breidenstein, Director, Budget and Performance Management*).

CA.10. Invoice in the amount of \$3,101.20 dated January 29, 2019 from Marks Gray, P.A. for legal services regarding the Wendler v. City of St. Augustine matter. (*I. Lopez, City Attorney*).

END OF CONSENT AGENDA

ITEM 7.A.

Presentation: Vacation Rental
Registrations

City of St. Augustine

Memorandum

TO: John Regan, P.E.
City Manager

DATE: February 11, 2019

RE: **Ordinance 2019-03 - Proposed Updates to the City Tree Code – Second Reading**

Ordinance 2019-03 updates the city tree code.

The city tree code is contained in several parts of Chapter 11, **Environmental Protection** and Chapter 25, **Trees and Landscaping** of the Municipal Code. The Planning and Building Department has drafted several proposed updates to sections of the city tree code. These updates have been discussed and reviewed by the Code Enforcement Adjustments and Appeals Board, the Street Tree Advisory Committee and the Planning and Zoning Board.

The proposed updates include the following;

1. Changing the tile of “Preserved” tree to “Significant” tree. The code identifies trees (by their species and size) that are subject to a higher level of regulation when a property owner wants to remove the tree. Currently, the code classifies these trees as “preserved” trees, but this nomenclature has caused confusion and a source of debate because the regulations clearly address the process to remove these particular trees. The changes to Sections 25-52, 25-58, 11-27, 11-28 and 11-29 simply change the word “preserved” with the word “significant”. Other changes include the elimination of the words “protected” and “historically significant” to describe trees, because the code does not specifically define “protected” nor does the code define “historically significant” trees.
2. Making the Planning and Zoning Board the reviewing authority for the removal of all “significant” trees. Currently, the city code requires the Code Enforcement Adjustment and Appeals Board to review the removal of “preserved” (aka “significant”) trees, while the Planning and Zoning Board is the reviewing authority for “preserved” (aka “significant”) trees if the tree removal is in conjunction with site plan review. Consolidating tree removal under the Planning and Zoning Board is proposed in this code update.

The Planning and Zoning Board also reviewed and approved a list of appropriate replacement trees as well as a standardized arborist’s report template that will be used when applications for tree removal are submitted to the board. The board also approved a flow chart

which explains the tree removal process, which will be made available to the public. These materials are administrative in nature and are not contained in this proposed ordinance.

On January 8, 2019, the Planning and Zoning Board reviewed Ordinance 2019-03 and recommended to the City Commission that this ordinance be approved.

On January 28, the City Commission passed Ordinance 2019-03 at first reading.

Please place Ordinance 2019-03 on the February 11, 2019 City Commission agenda for second reading and a public hearing.

If you have any questions, please let me know.



David Birchim, AICP
Director, Planning and Building Department

ORDINANCE NO. 2019-03

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA; AMENDING CHAPTER 11 ENVIRONMENTAL PROTECTION, SEC. 11-27 DEFINITIONS “PRESERVED tree”, SEC. 11-28(c) AND 11-28(d) ISSUANCE OF BUILDING PERMITS, SEC 11-29 STANDARDS FOR REVIEW, INCLUDING SEC. 11-29(d), SEC. 11-29(d)(1)(e), SEC. 11-29(e) and SEC. 11-29(e)(4). SEC. 25-52 DEFINITIONS “PRESERVED tree”, and SEC. 25-58 VARIANCES AND CONSERVATION OVERLAY ZONE DEVELOPMENT REVIEW, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, § 166.041, Florida Statutes, provides for procedures for the adoption of ordinances and resolutions by municipalities; and

WHEREAS, the 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 Section 11-27, Section 11-28(c), Section 11-28(d), Section 11-29, Section 11-29(d), Section 11-29(d)(1)(e), Section 11-29(e), Section 11-29(e)(4), Section 25-52 and Section 25-58, should be amended to reflect updates the city’s tree regulations; and

WHEREAS, the City Commission of the City of St. Augustine has determined that the following regulations promote and protect the general health, safety, and welfare of the residents of the City of St. Augustine; and

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

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

Section 1. Amendment to Chapter 11, Article II, Sections 11-27, 11-28 and 11-29.

Chapter 11, Article II, Sections 11-27, 11-28 and 11-29 are hereby amended, as follows:

Sec. 11-27. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

(...)

~~Preserved~~ Significant tree means a tree described in the following list:

(...)

Sec. 11-28. - Issuance of building permits.

(...)

- (c) The planning and building division may issue permits for structures and uses otherwise permitted and located within Conservation Overlay Zone 3 provided that all healthy ~~preserved~~ significant trees are retained on the site.

- ~~(d) Remove preserved trees as proposed by the city planning and zoning board. All preserved trees removed shall be replaced in accordance with the requirements of chapter 25.~~

(...)

Sec. 11-29. - Standards for review.

(...)

- (d) Permits for structures and uses located within Conservation Overlay Zone 3 shall be issued only for those structures and uses which do not significantly alter the surface water hydrology or tree canopy cover, or cause the removal of ~~protected or preserved~~ significant trees. The planning and zoning board is authorized to impose limitations on the nature and manner of construction and/or so as to avoid alteration of surface water hydrology which would increase the flood hazard potential and to minimize the impact on existing trees and native vegetation.
- (1) In determining whether or not a permit required by this section should be issued, the city planning and zoning board shall consider and base all decisions on the following:
- a. The condition of the tree with respect to disease, insect attack, danger of falling, proximity to existing or proposed structures and interferences with utility services.

- b. The necessity of removing a tree to construct proposed improvements in order to allow reasonable economic use of the property.
- c. The relief of the land where the tree is located and the effect removal of the tree would have on erosion, soil moisture retention, diversion, increased or decreased flow of surface waters and the city master drainage plan or similar plan adopted by the city commission.
- d. The number and density of trees existing in the neighborhood on improved or unimproved property. The planning and building division shall also be guided by the effect removal of a tree would have on property values in the neighborhood where the property is located and on other vegetation in the neighborhood.
- e. Whether the tree has been designated a ~~historic specimen,~~
preserved or protected significant tree.

(...)

- (e) Issuance of permit. The planning and building division shall issue the removal permit for trees not identified as preserved significant trees under section 11-27 unless, upon consideration of the criteria set forth above, it finds any of the following will result:
 - (1) That the property owner or agent will not be unreasonably affected in shifting the location of the proposed structure, building or improvement, which shift will maintain the existence of the subject trees and still permit construction of such building or improvement on the site.
 - (2) That the property owner or agent will not be unreasonably affected in modifying the design of the proposed structure, building or other improvement, which modification will maintain the existence of the trees proposed to be removed and still permit construction substantially similar to that originally proposed.
 - (3) That the removal of the subject trees will have a substantial adverse impact on the urban and natural environment.
 - (4) That the subject trees are ~~protected or preserved significant~~ trees and removal must be reviewed by the ~~board of adjustments and appeals~~
planning and zoning board.

Section 2. Amendment to Chapter 25, Article III, Section 25-52. Chapter 25, Article III, Section 25-52 is hereby amended, as follows:

Sec. 25-52. - Definitions.

As used in this article, unless otherwise stated, the following words shall have a meaning as indicated herein:

(...)

~~Preserved Significant~~ tree means a tree defined as a ~~preserved significant~~ tree in chapter 11.

(...)

Section 3. Amendment to Chapter 25, Article III, Section 25-58. Chapter 25, Article III, Section 25-58 is hereby amended, as follows:

Sec. 25-58. - Variances and conservation overlay zone development review.

The city planning and zoning board may grant a variance to the requirements of this article where compliance would be a practical impossibility or would cause unnecessary hardship or where the owner proposes an alternative which conforms to the general intent and spirit of these regulations. When reviewing applications and site plans associated with applications for variances or conservation overlay zone developments or for the removal of ~~protected or preserved significant~~ trees involved with a site plan for new development, the planning and zoning board shall have the authority to locate structures, parking areas and other improvements to retain ~~protected and preserved significant~~ trees when possible and practical. The planning and zoning board shall approve or deny the site plan and may impose conditions as required, such as specific tree species and sizes for the required replacement trees. Under no circumstances may the board deny fair and reasonable use of the property, but the granting of a variance or conservation overlay zone development may be contingent upon retaining ~~protected and preserved significant~~ trees. Procedures for variances and conservation overlay zone development review shall be in accordance with chapter 28. Standards and criteria for conservation overlay zone development review shall be in accordance with chapter 11.

Section 4. The City Planning and Building Director is hereby authorized and directed to change the City of St. Augustine Municipal Code of Ordinances, Section 11-27, Section 11-28(c), Section 11-28(d), Section 11-29, Section 11-29(d), Section 11-29(d)(1)(e), Section 11-29(e), Section 11-29(e)(4), Section 25-52 and Section 25-58, for the City of St. Augustine, Florida.

Section 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. 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 7. This ordinance shall be effective ten (10) days after adoption.

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

ATTEST:

Nancy Shaver, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

ITEM 9.A.
Ord. 2019-02
Utilities

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 31, 2019

RE: **ORDINANCE 2019-02: PERSONAL MOBILITY DEVICES**

Please find attached Ordinance 2019-02, which amends, updates, or repeals multiple sections of the City's traffic code, Chapter 24 of the Code of Ordinances. This is another in a series of ordinance rewrites to modernize the Code of Ordinances, as directed by the City Commission.

This ordinance is not a complete rewrite of the chapter. Rather, it is targeted mainly at provisions relating to personal vehicles that travel on rights-of-way, such as bikes, skateboards, and the like. Most notably, it repeals individual provisions relating to roller skates, skateboards, and bikes, and replaces them with a more orderly scheme that applies to many types of non-automobile vehicles.

The ordinance limits most non-Florida Department of Transportation (FDOT) sidewalks to pedestrians, unless the sidewalk is at least 8 feet wide, in which case certain mobility devices are allowed, such as Segways, bicycles, scooters, e-scooters, and rollerblades and like devices. Unless specifically for ADA purposes, no such devices are allowed on St. George Street, in the Plaza de la Constitucion, or on the seawall south of the Bridge of Lions. The ordinance also creates shared use paths that the City Manager can designate, which will be open to those restricted vehicles. And the ordinance specifically allows devices that are needed to be compliant with the Americans with Disabilities Act. In the event of lost or abandoned mobility devices, police may impound vehicles or devices that are left unattended on public property or the rights-of-way within the city.

The ordinance also limits tour groups on mobility devices. Tours with three or more people and a guide are only allowed on city streets, to the extent that the devices are allowed on the streets in accordance with state law. However, Segway tours are allowed on streets or sidewalks, consistent with state law, as long as they yield to pedestrians.

The ordinance also regulates shared mobility devices. The City Commission placed a moratorium on dockless mobility device sharing programs in December. This ordinance codifies that dockless shared mobility devices are not allowed unless there is a franchise agreement or other contractual relationship in place. This means that they are banned from the city until they are specifically allowed on a case-by-case basis. Furthermore, the ordinance regulates docked shared mobility devices, and charges a fee of \$25 for any shared mobility device that is left unattended in the public areas of the city, including rights-of-way.

Please place Ordinance 2019-02 on the regular City Commission agenda for first reading on February 11, 2019.

Thank you.



John M. Cary
Assistant City Attorney

Attachment

xc: Tim Burchfield, Assistant City Manager
Isabelle C. Lopez, City Attorney
Darlene Galambos, City Clerk

ORDINANCE NO. 2019-02

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING ARTICLE I OF CHAPTER 24 OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING DEFINITIONS; REPEALING PROVISIONS RELATING TO RIDING OR LEADING ANIMALS; REPEALING PROVISIONS RELATING TO SKATEBOARDING AND ROLLER SKATING; AMENDING ARTICLE III OF CHAPTER 24 OF THE CODE OF THE CITY OF ST. AUGUSTINE; REPEALING PROVISIONS RELATING TO BICYCLES; RESTRICTING CERTAIN VEHICLES IN CERTAIN AREAS OF THE CITY; REPEALING PROVISIONS RELATING TO THE SALE OF ROLLER SKATES; REPEALING PROVISIONS RELATING TO THE SALE OF BICYCLES; PROVIDING REGULATIONS RELATING TO THE CITY'S PUBLIC SIDEWALKS AND OTHER NON-STREET RIGHTS-OF-WAY; PROVIDING REGULATIONS FOR SHARED MOBILITY DEVICE PROGRAMS; PROVIDING PRESUMPTIONS; PROVIDING REGULATIONS FOR SHARED MOBILITY DEVICE PROGRAM DOCKING STATIONS; PROVIDING FOR IMPOUNDING OF SHARED MOBILITY DEVICES; PROVIDING PENALTIES; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, § 166.041, Florida Statutes, provides for procedures for the adoption of ordinances and resolutions by municipalities; and

WHEREAS, St. Johns County receives over 6 million visitors per year, millions of which come to downtown St. Augustine; and

WHEREAS, the City of St. Augustine's Historic Town Plan is a National Landmark listed in the Register of Historic Places, and its streetscape and sidewalks are not standardized nor capable of being modified in many areas; and

WHEREAS, the City of St. Augustine welcomes millions of visitors per year into a small and dense space with limited public space, parking, and mobility options; and

WHEREAS, the City of St. Augustine is a small city of approximately 14,000 residents with only 53 sworn police officers; and

WHEREAS, the City of St. Augustine has limited space on City rights-of-way; and

WHEREAS, the City of St. Augustine is committed to keeping the City accessible for the mobility-impaired; and

WHEREAS, the City of St. Augustine strives to keep the City rights-of-way compliant with the Americans with Disabilities Act (ADA) and other federal and state regulations; and

WHEREAS, the City committed to maintaining its historic constrained rights-of-way accessible for residents and visitors using ADA mobility devices in *Access Now Inc. v. City of St. Augustine* by keeping its infrastructure ADA accessible wherever possible; and

WHEREAS, the City of St. Augustine has created a Mobility Department to develop and oversee multi-modal mobility solutions; and

WHEREAS, the City of St. Augustine is subject to the Florida Uniform Traffic Control Law; and,

WHEREAS, the City of St. Augustine has a significant interest in ensuring the public safety and order and in promoting the free flow of pedestrian traffic in city parks, streets, and sidewalks. *Ayres v. City of Chicago*, 125 F. 3d 1010, 1015 (7th Cir. 1997); and

WHEREAS, bicycles and dockless shared mobility devices left unattended and parked or leaned on walls or left on sidewalks creates a hazard to pedestrians and individuals needing access and maneuverability for ADA mobility devices, especially in and around the City's historic Town Plan; and

WHEREAS, the City of St. Augustine desires to study the impacts of dockless shared mobility devices; and

WHEREAS, the City Commission, on December 4, 2018, declared a one-year moratorium on the rental or leasing of dockless shared mobility devices in the City; and

WHEREAS, the City of St. Augustine will use the one-year moratorium period to study and consider possible additional regulations of shared mobility devices; and

WHEREAS, the City of St. Augustine has a significant interest in promoting the safety and convenience of its citizens on public streets and rights-of-way. *Madsen v. Women's Health Center*, 512 U.S. 753, 768 (1994); and

WHEREAS, the City of St. Augustine has a significant interest in the safety and convenience of citizens using public fora such as parks, streets, and sidewalks. *Heffron v. International Soc'y for Krishna Consciousness*, 452 U.S. 640, 650 (1981); and

WHEREAS, the Florida Uniform Traffic Control Law allows municipalities to enact ordinances to permit, control, or regulate the operation of vehicles, golf carts, mopeds, motorized scooters, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law as long as such vehicles are restricted to a maximum speed of 15 miles per hour. *Section 316.008(7)(a), Florida Statutes*; and

WHEREAS, the Florida Uniform Traffic Control Law gives bicycles the same rights and duties applicable to the driver of any other vehicle on city streets, with limited exception. *Section 316.2065(1), Florida Statutes*; and

WHEREAS, the Florida Uniform Traffic Control Law gives cities the power to regulate the operation of bicycles with the reasonable exercise of police power. *Section 316.008(1)(h), Florida Statutes*; and

WHEREAS, the City of St. Augustine does not allow the use of bicycles on sidewalks, in public parks, or on St. George Street between Cathedral Place and the City Gates; and

WHEREAS, in *Bates v. City of St. Augustine*, the court agreed that maintaining the free-flow of pedestrians in busy, compact, and constrained historic pedestrian sidewalks and walkways was a legitimate time, place, and manner restriction; and

WHEREAS, the City of St. Augustine finds that abandoned shared mobility devices in the public areas of the city presents a serious threat to the public health, safety, or welfare of the visitors and residents of the city; and

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

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

Section 1. Amendment to Chapter 24, Article I, Section 24-1. Chapter 24, Article I, Section 24-1 is hereby amended, as follows:

Sec. 24-1. - Definitions.

The following words and phrases, when used in this chapter shall, for the purpose of this chapter, have the meanings respectively ascribed to them in this section. The definitions in F.S. ch. 316 apply to this chapter and are hereby incorporated by reference.

(a) Curb or curbline. The lateral boundaries of that portion of the street designated for the use of vehicles, whether marked by concrete curbing or curbstones, or not so marked.

(b) Pedestrian only shall be defined as including:

(1) Pedestrians, which shall include people using wheelchairs or other ADA-compliant devices;

(2) Authorized government personnel vehicles;

(3) Devices utilized to provide mobility assistance to handicapped or disabled persons consistent with the Americans with Disabilities Act (ADA); or

(4) Permitted construction or maintenance vehicles as necessary.

(c) Shared mobility device. A vehicle other than a motor vehicle, as defined by ch. 316, F.S., such as, but not limited to, a bicycle, motorized or electronic scooters (e-scooters), or another similar device, which may be colloquially known as a micro-mobility device, that is owned by a person other than the person that is utilizing the device, and intended for rental on a short-term, per-ride basis, as part of a shared mobility device program.

(d) Shared mobility device program. A program in which shared mobility devices are made available for shared use to individuals on a short-term, per ride basis at no cost or for a fee. This definition does not include rentals that are rented from a fixed location where the renter signs a lease for use of a vehicle for a fixed term.

Section 2. Amendment to Chapter 24, Article I, Section 24-3. Chapter 24, Article I, Section 24-3 is hereby amended, as follows:

Sec. 24-3. - Applicability to animals and animal-drawn vehicles.

Every person driving an animal-drawn vehicle upon a roadway is subject to the provisions of this chapter applicable to the driver of a vehicle, except those provisions of this chapter which by their nature can have no application. The provisions of this chapter applicable to pedestrians apply to any person riding or leading an animal upon a roadway or the shoulder thereof.

Section 3. Repeal of Chapter 24, Article I, Section 24-9. Chapter 24, Article I, Section 24-9 is hereby repealed, as follows:

~~Sec. 24-9. -- Roller skating, skateboarding restricted.~~

~~(a) It shall be unlawful for any person to roller skate, skateboard, roller blade/in-line skate, or ride a push scooter or bicycle, on the roadway or on any sidewalk which is a part of that portion of St. George Street north of Cathedral Place and south of the City Gates.~~

~~(b) (1) It shall be unlawful for any person to skateboard in the Plaza de la Constitution, or the City Commons or on any sidewalk located in any commercial or historically zoned areas.~~

~~(2) It shall be unlawful for any person to do any of the activities described above on, in or upon the Santo Domingo Redoubt or any historic or re-created historic structure or monument.~~

~~(c) Every person engaged in the business of renting or selling roller skates within the boundaries of the city shall keep posted in a conspicuous place or places in and about his place or places of business typewritten or printed notices in substantial compliance with the form prescribed herein eight and one-half inch by eleven inch paper or cardboard stock which shall be headed "Warning: \$5.00 fine, \$15.00 fine" in letters not less than three-quarter inch high:~~

~~—Warning: Roller skating on any roadway, except while crossing a street on a crosswalk, may constitute a violation of F.S. § 316.2065 and subject the violator to a \$5.00 fine. Obstruction of traffic or endangering the safe movement of vehicles or pedestrians may constitute a violation of F.S. § 316.2045 and subject the violator to a \$15.00 fine. Skating on St. George north of Cathedral Place constitutes a violation of City Ordinance No. 80-5 and may subject the violator to a \$15.00 fine.~~

~~(d) Violation of subsection (a) or (b) above shall constitute a traffic infraction punishable as provided by F.S. § 318.18(2). Violations of the provisions of subsection (c) hereof shall be punishable as provided in section 1-8 of this Code.~~

Section 4. Amendment to Chapter 24, Article III, Sections 24-106 through 24-111.

Chapter 24, Article III, Sections 24-106 through 24-111 are hereby amended, as follows:

ARTICLE III. – PEDESTRIANS, BICYCLES, AND VEHICLES

Sec. 24-106. - Traffic laws apply to persons riding bicycles Use of sidewalks and certain other rights-of-way.

~~Every person riding a bicycle shall obey the instructions of all traffic control devices and shall be subject to all of the duties of the driver of a vehicle as imposed by this chapter, except as to those provisions of this chapter which by their nature have no application.~~

~~(a) All public sidewalks, pedestrian pathways, courtyards, arcades, promenades, seawalls, and boardwalks shall be pedestrian-only except for the following:~~

- (1) Those areas under the control of the federal government or the state of Florida, Department of Transportation (FDOT), in which cases, those regulations shall apply;
- (2) Shared use paths, as designated by the City Manager, and marked by signage, shall be open to all restricted vehicles or devices; and
- (3) Sidewalks that are at least 8 feet wide, unless such sidewalk is:
 - a. An internal walkway of the Plaza de la Constitucion, whereby internal walkways do not include the perimeter sidewalk immediately adjacent to, and encircling, the Plaza;
 - b. Any walkways on or adjacent to St. George Street between Orange Street and Cathedral Place; and
 - c. The seawall along Avenida Menendez.

(b) Restricted vehicles or devices shall include:

- (1) Electronic Personal Assistive Mobility Devices, regulated pursuant to s. 316.2068, F.S., colloquially known as Segways;
- (2) Bicycles, including, but not limited to, electric bicycles or motorized bicycles;
- (3) Push scooters, roller skates, rollerblades, inline skates, skateboards, and other similar devices without any motorized parts; and
- (4) Electronic or motorized scooters (hereinafter referred to as e-scooters), as defined by the Florida Uniform Traffic Control Law.

(c) Prohibited vehicles or devices shall include:

- (1) Shared mobility devices that have not entered into a valid franchise agreement or other contractual arrangement with the city; and
- (2) Any restricted device when used with a tour guide and at least 3 restricted devices travelling in a group, except:
 - a. On motor vehicle traffic lanes where allowed by the Florida Uniform Traffic Control Law;
 - b. Consistent with s. 316.2068, F.S., Segways may operate on sidewalks. However, they must yield to pedestrians and allow sufficient space on the sidewalk for pedestrian passage.

- (d) If any restricted vehicle or device is specifically permitted to be used on sidewalks or other rights-of-way controlled by the state or federal government and allowed by the Florida Uniform Traffic Control Law (FUTCL), it shall not be a violation of this chapter to do so,

notwithstanding the above provisions. Individuals utilizing mobility devices pursuant to the Americans with Disabilities Act (ADA) may operate those devices on any city street, sidewalk, or walkway.

- (e) Any restricted vehicles or devices left unattended on public property, including in parks and rights-of-way of the FDOT or the City of St. Augustine may be impounded by the Chief of Police or his or her designee. A restricted vehicle or device is not considered unattended if it is secured in a designated parking area, rack, docking station, or another location or device intended for the purpose of securing such devices.

Sec. 24-107. - ~~Riding on sidewalks prohibited.~~ Operation of a shared mobility device program.

~~No person shall ride or use any bicycle upon any sidewalk upon any of the streets or lanes within the corporate limits of the city.~~

- (a) As used in this article, the “operator” of a shared mobility device program is the owner or the owner’s agent of a shared mobility program. No operator of a shared mobility device program shall display, offer, or make available for rent any shared mobility device within the city, unless the person has a validly-executed franchise or contractual agreement with the city.
- (b) The operator of a shared mobility device program is responsible for maintenance of each shared mobility device.
- (c) Each shared mobility device shall prominently display the operator’s company name and contact information, which may be satisfied by printing the company’s Uniform Resource Locator (URL) or providing a code to download the company’s mobile application.

Sec. 24-108. - ~~Riding in parks or on seawall prohibited.~~ Presumptions.

~~Riding or using any bicycle by any person within, upon, or through any of the public parks of this city, or upon the seawall of the city, is hereby prohibited.~~

- (a) Shared mobility devices that contain a company name or other informal moniker, or a company logo, or a shared color scheme, or any other consistent markings that indicate that the vehicles are a part of a shared mobility device program, are presumed to be the property of the shared mobility device program.
- (b) If two or more shared mobility devices from an operator are found at a particular location within the city, it is presumed that they have been deployed by that operator.

~~(a)(c) If the conditions in subsection (a) are met, it is presumed that the operator operates a shared mobility device program.~~

Sec. 24-109. - ~~Sale — To be sold only by owner or authorized agent.~~ Docking Stations.

~~It shall be unlawful for any person to purchase, sell, barter or trade any bicycle, or any part thereof, in the city, except that such barter, sale or trade of such bicycle or parts thereof may be made and done by the owner or his agent, or some person duly and legally authorized so to do.~~

- ~~(a) The operator shall be responsible for ensuring that docking stations are in working condition.~~
- ~~(b) Shared mobility devices must be placed in a dock at all times when not in use. No shared mobility device shall be left unattended on public property or rights-of-way except when engaged at a designated parking area, rack, or docking station unless the operator and the City of St. Augustine have specifically provided for a dockless system through the terms of a validly-executed franchise or contractual agreement.~~
- ~~(c) No shared mobility device docking stations shall be placed in the public areas and/or rights-of-way of the City of St. Augustine except in locations agreed to by the City Manager or his or her designee, unless locations are specified provided by either a franchise or contractual agreement.~~

Sec. 24-110. — ~~Same — Statement required; information to be shown.~~ Impounding.

~~It shall be unlawful for any person doing or carrying on a bicycle business, or conducting a junk or secondhand business for the purchase and sale of secondhand bicycles and parts, or other vehicles, to buy, trade, barter or accept any bicycle or part of a bicycle within the corporate limits of the city, without first having obtained from the owner or the duly authorized agent of the owner, a written statement, signed by the owner or the owner's agent, or some person authorized so to do by the owner, such statement shall state how the seller possessed the bicycle, or parts of the bicycle, offered for sale, the date of the sale, the number and make of the bicycle, the color of the bicycle and shall specify any special identification marks on such bicycle. Such statement shall show that the person so selling the bicycle, or part of the bicycle, is duly authorized so to do, as the owner or agent thereof. Any such sale made without such statement is hereby declared a violation of this section and shall be unlawful.~~

- ~~(a) Any shared mobility device left unattended on public property, including in parks and rights-of-way of the FDOT or the City of St. Augustine may be impounded by the Chief of Police or his or her designee. A shared mobility device is not considered unattended if it is secured in a~~

designated parking area, rack, docking station, or another location or device intended for the purpose of securing such devices.

- (b) The owner of the shared mobility device or the operator shall pay a \$25 fee to the St. Augustine Police Department to retrieve the device, in order to offset the administrative expense of impounding and storing the device. This fee is in addition to any other fee or penalty that may be applied for any underlying violation of this article.
- (c) The city shall comply with the lost or abandoned property provisions found in ch. 705, F.S. Additional courtesy holds may be granted at the discretion of the Chief of Police.

Sec. 24-111. - Enforcement and penalties.

- (a) Enforcement. Violations of ~~this article sections 24-106, 24-107 and 24-108~~ shall be enforced as non-criminal infractions of city ordinances.
- (b) Penalties.
 - (1) The amount of penalties for violations of ~~sections~~ section 24-106, 24-107 and 24-108 shall be as provided for in F.S. § 318.18(3) F.S. § 318.18(1), as amended from time to time.
 - (2) Violations of Section 24-107 shall be fined \$250 for an initial offense, and \$500 for any repeat offenses within one year of the last offense by the same operator. Each day of non-compliance shall be a separate offense.
 - (3) Violations of Section 24-109 shall be fined \$50 per offense. Each day of non-compliance shall be a separate offense, unless the violation is for an undocked, unattended shared mobility device, in which case each incident is a separate offense, and the shared mobility device may be impounded in accordance with Section 24-110.

Section 5. Inclusion in Code. The City Commission intends that the provisions of this Ordinance shall become and shall be made part of the Code of the City of St. Augustine, that the sections of this Ordinance may be re-numbered or re-lettered and that the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

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

Section 7. Severance of Invalid Provisions. In the event that any section, subsection, sentence, clause, phrase, word, term or provision of this Ordinance shall be held by a court of competent jurisdiction to be partially or wholly invalid, unconstitutional or unenforceable or involved for any reason whatsoever, any such invalidity, unconstitutionality, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this Ordinance, and this Ordinance shall be read and/or applied as if the invalid, unconstitutional, illegal, or unenforceable section, subsection, sentence, clause, phrase, word, term or provision did not exist.

Section 8. Effective Date. This Ordinance shall become effective immediately upon passage, pursuant to § 166.041(4), Florida Statutes.

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

Nancy E. Shaver, Mayor-Commissioner

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

ITEM 9.B.1.

Res. 2019-01

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 29, 2019

RE: **RESOLUTION 2019-01: AUTHORIZATION TO EXECUTE TEMPORARY EASEMENTS**

Enclosed please find Resolution 2019-01, which authorizes the City Manager to execute temporary easements related to submerged land leases of the City.

Please place Resolution 2019-01 on the regular City Commission agenda for adoption on February 11, 2019.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

xc: Tim Burchfield, Assistant City Manager
David Birchim, Planning & Building Director
Darlene Galambos, City Clerk

RESOLUTION NO. 2019-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE TEMPORARY EASEMENTS RELATED TO SUBMERGED LANDS LEASES OF THE CITY OF ST. AUGUSTINE.

THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE ADOPTS THE FOLLOWING FINDINGS:

WHEREAS, the State of Florida enacted by special act of the legislature Chapter 11148—(no.1126) in 1925, designating the City of St. Augustine as its successor in title to all sovereign submerged lands owned or held by the State of Florida; and

WHEREAS, Article IV of the City of St. Augustine's municipal Code provides for the regulation of leases to the City's sovereign submerged lands; and

WHEREAS, Article IV of the City of St. Augustine municipal Code requires a submerged land lease for activities over, into, through and upon the City's sovereign submerged lands if these activities generate revenue, while allowing private residential docks without the necessity of a lease as an accessory use to residential structures; and

WHEREAS, Article IV of the City of St. Augustine municipal Code provides that it is not intended to supersede state or federal regulations, nor impede navigation within state and federal waters, and the provisions of the Code are intended to be cumulative and interpreted consist with state and federal regulations of sovereign submerged lands; and

WHEREAS, individuals seeking to obtain permits from governmental agencies, such as, but not limited to, the Army Corps of Engineers, the Department of Environmental

Protection, or the St. Johns River Water Management District, must comply with the regulations adopted by those agencies in order to apply for and obtain permits for development activities upon the City's sovereign submerged lands; and

WHEREAS, the permitting agencies may require that an easement be executed between the City and its lessee as part of their permitting process; and

WHEREAS, Article IV, 7-85(f) of the City of St. Augustine municipal Code provides that the City Manager shall have the authority to enter into and execute submerged lands leases in the name of the City;

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

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

Section 2. The City Commission authorizes the City Manager to execute any temporary easement between the City and its lessee necessary for agency permitting related to property subject to a submerged lands lease with the City of St. Augustine. The temporary easement will run concurrent with the terms of the related submerged lands lease, and relate to the same area under lease. The temporary easement will expire upon termination or expiration of the submerged lands lease.

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

ADOPTED in Regular Session of the City Commission for the City of St. Augustine,
Florida this 11th day of February, 2019.

CITY OF ST. AUGUSTINE, FLORIDA

Nancy Shaver, Mayor-Commissioner

ATTEST:

City Clerk, Darlene Galambos

(Corporate Seal)

RESOLUTION NO. 2019-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, SUPPORTING LEGISLATIVE FUNDING FOR OPERATION NEW HOPE IN THE CITY OF ST. AUGUSTINE.

THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE ADOPTS THE FOLLOWING FINDINGS:

WHEREAS, Kevin Gay, Founder and CEO of Operation New Hope has presented to the City Commission the completion of a two year process to identify the suitability of a satellite office in St. Augustine, Florida; and

WHEREAS, Operation New Hope provides support, life and job skills training for people with a history of involvement with the criminal justice system, and places them in employment that offers a sustainable quality of life; and

WHEREAS, Operation New Hope has assisted over 6,500 individuals in Jacksonville alone in the past 20 years; and

WHEREAS, the City of St. Augustine recognizes the continuing struggle with low employment and finding qualified employment candidates; therefore supports second chance initiatives; and

WHEREAS, men and women returning home from detention, prison or jail face many challenges re-integrating into society; and

WHEREAS, the success of the Ready4Work program through Operation New Hope improves public safety and reduces local, state, and federal budgets for

incarceration services as evidenced by its recidivism rate of only 14%, less than half of the State of Florida rate; and

WHEREAS, through community partnerships under the guidance of Operation New Hope, individuals who have been involved in the criminal justice system can become productive, responsible citizens and lead successful lives; thereby creating a stronger community.

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

Section 1. That the City Commission hereby adopts and ratifies the findings demonstrating the need for a Operation New Hope satellite facility in the City of St. Augustine and St. Johns County, Florida.

Section 2. That the City Commission of the City of St. Augustine, Florida hereby fully supports legislative funding at the state and federal level.

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

.....

ADOPTED in Regular Session of the City Commission for the City of St. Augustine, Florida this 11th day of February, 2019.

CITY OF ST. AUGUSTINE, FLORIDA

Nancy Shaver, Mayor-Commissioner

ATTEST:

City Clerk, Darlene Galambos

(Corporate Seal)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: January 31, 2019

RE: Monthly Financial Update

Attached are the unaudited monthly financial statements for Commission review. These financial statements reflect activity through January 31st, 2019. This is 33% through the fiscal year.

If you have any questions about the attached statements prior to the meeting, please do not hesitate to contact me.



Mark Litzinger
Director, Financial Services

Attachments

cc: D. Galambos, City Clerk
P. Williamson, Director, Public Affairs

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: January 31, 2019

RE: January 2019 Monthly Financial Update

Attached are the unaudited monthly financial statements for Commission review. These financials reflect activity for the fiscal month ended January 31st, 2019. This represents 33% of the fiscal year.

General Fund:

Ad valorem taxes are slightly behind the previous year for the same period. This is due to the timing of distributions from the St. Johns County Tax Collector and should correct itself in the next period. Franchise fees are higher in amount and as a percentage collected. This is also a timing issue that will correct itself in the next period. General Fund miscellaneous revenue is higher than anticipated. This increase is from non-budgeted insurance recoveries received in the current fiscal year.

Of the approximate \$2.9 million in the General Fund's capital budgets, \$950,000 or 33% has either been spent or encumbered by January 31st, 2019.

Personnel service relates expenses are slightly higher in all proprietary funds compared to last year. These increases can be attributed to uninterrupted operations and no extraordinary events as experienced the previous two years.

Utility Fund:

Connection fees in the Utility Fund are higher in total amount, but slightly behind as a percentage of budgeted revenue compared to the last fiscal year. The City anticipates meeting or exceeding the 2018 budget by fiscal year-end.

Of the approximate \$990,000 in the Utility Fund's capital budgets, \$377,000 or 38% has been spent or encumbered.

Stormwater Fund:

Of the approximately \$2.29 million in capital budgets, \$1.29 million or 56% have been expensed or encumbered at this point in the fiscal year.

Marina Fund:

Revenue and expenses are significantly higher in the Maria Fund when comparing numbers to the previous fiscal year. This is due to the Marina resuming normal operations after recovering from two years of hurricane damage.

Of the \$83,000 in the Marina Fund's capital budget, \$16,000 or 19% has been expensed or encumbered at this point in the fiscal year.

General Fund

Current Year and Prior Year to Date for Period Ending January 31, 2019

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Ad Valorem Taxes	7,470,557	11,425,932	65%	7,770,941	10,410,970	75%
Local Option Gas Tax	136,169	520,067	26%	133,077	496,433	27%
Insurance Premiums	-	336,239	0%	-	336,239	0%
Utility Taxes	661,524	2,467,933	27%	645,565	2,435,004	27%
Grants	20,776	310,000	7%	-	-	N/A
Intergovernmental	494,193	1,956,028	25%	477,668	1,936,479	25%
Franchise Fees	671,650	1,690,774	40%	539,695	1,662,000	32%
Licenses, Permits & Other Fees	2,331,341	4,833,475	48%	2,210,223	4,315,766	51%
Fines and Forfeitures	102,395	354,395	29%	116,541	429,450	27%
Administrative Overhead	1,531,202	4,593,605	33%	1,468,704	4,406,112	33%
Investment Income	62,939	220,450	29%	26,425	120,540	22%
Miscellaneous	682,627	1,730,803	39%	555,441	1,698,225	33%
Total Operating Revenue	14,165,371	30,439,701	47%	13,944,280	28,247,219	49%
<u>Operating Expenses</u>						
General Government	2,353,828	7,459,056	32%	2,336,999	7,179,330	33%
Public Safety	3,399,822	10,971,281	31%	3,129,459	10,284,935	30%
Physical Environment	869,036	3,590,613	24%	880,207	2,935,780	30%
Transportation	975,538	4,244,955	23%	1,101,293	3,964,677	28%
Culture and Recreation	233,018	1,638,252	14%	413,759	1,604,845	26%
Capital Outlays						
Buildings	2,713	93,970	3%	9,409	48,909	19%
Infrastructure Improvements	26,070	1,913,405	1%	96,387	1,185,256	8%
Machinery & Equipment	247,505	887,388	28%	295,282	881,361	34%
Total Operating Expenses	8,107,530	30,798,921	26%	8,262,794	28,085,093	29%
<u>Transfers In/ (Out)</u>						
Transfers In	1,336,158	4,008,475	33%	1,273,108	3,819,325	33%
Transfers Out	(1,216,418)	(3,649,255)	33%	(1,327,151)	(3,981,452)	33%
Total Transfers In/ (Out)	119,740	359,220	33%	(54,042)	(162,127)	33%
	\$ 6,177,581	-		\$ 5,627,444	-	

CRA(s) Fund

Current Year and Prior Year to Date for Period Ending January 31, 2019

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
City Ad Valorem	317,640	955,672	33%	257,857	777,048	33%
County Ad Valorem	590,922	653,220	90%	473,426	530,928	89%
Total Operating Revenue	908,562	1,608,892	56%	731,283	1,307,976	56%
<u>Operating Expenses</u>						
Operating Expenses	54,024	1,262,855	4%	65,945	533,028	12%
Total Operating Expenses	54,024	1,262,855	4%	65,945	533,028	12%
Transfers In	203,086	609,259	33%	124,188	372,563	33%
Transfers Out	(318,432)	(955,296)	33%	(382,504)	(1,147,511)	33%
Total Transfers In/ (Out)	(115,346)	(346,037)	33%	(258,316)	(774,948)	33%
	\$ 739,192	\$ -		\$ 407,022	\$ -	

Utility Fund

Current Year and Prior Year to Date for Period Ending January 31, 2019

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Water User Fees	2,680,382	8,269,650	32%	2,550,510	7,865,238	32%
Sewer User Fees	2,522,139	7,929,052	32%	2,456,541	7,277,538	34%
Construction & Connection Fees	941,745	1,795,000	52%	691,039	1,171,010	59%
Other	153,649	597,400	26%	241,326	471,764	51%
Total Operating Revenue	6,297,914	18,591,102	34%	5,939,416	16,785,550	35%
<u>Operating Expenses</u>						
Personal Services	1,514,018	4,631,785	33%	1,385,006	4,507,934	31%
Operating Expenses	839,362	3,826,929	22%	791,373	3,303,934	24%
Administrative Overhead	1,290,886	3,872,658	33%	1,070,731	3,212,194	33%
Capital Outlays						
Infrastructure Improvements	44,263	645,267	7%	64,625	455,801	14%
Buildings	-	-	N/A	-	-	N/A
Machinery & Equipment	93,137	345,562	27%	117,559	392,585	30%
Total Operating Expenses	3,781,665	13,322,200	28%	3,429,295	11,872,447	29%
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	66,172	234,400	28%	30,363	121,900	25%
Fiscal Charges	(1,300)	(3,322,156)	0%	(550)	(2,779,666)	0%
Grants	0	400,000	0%	-	-	N/A
Disposition of Assets	5,575	-	N/A	-	10,000	0%
Non-Operating Revenue/(Expense)	70,448	(2,687,756)		29,813	(2,647,766)	
<u>Transfers In/ (Out)</u>						
Transfers In	589,987	1,769,962	33%	243,264	729,791	33%
Transfers Out	(1,450,369)	(4,351,107)	33%	(998,376)	(2,995,128)	33%
Total Transfers In/ (Out)	(860,382)	(2,581,146)	33%	(755,112)	(2,265,337)	33%
	\$ 1,726,315	\$ -		\$ 1,784,822	\$ -	

Stormwater Fund

Current Year and Prior Year to Date for Period Ending January 31, 2019

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	313,919	953,103	33%	313,919	944,350	33%
Grants	-	-	N/A	-	1,149,950	0%
Total Operating Revenue	313,919	953,103	33%	313,919	2,094,300	15%
<u>Operating Expenses</u>						
Personal Services	104,756	337,005	31%	81,536	319,172	26%
Operating Expenses	16,933	137,568	12%	21,357	163,611	13%
Administrative Overhead	185,948	557,844	33%	100,000	299,999	33%
Capital Outlays						
Machinery & Equipment	-	34,894	0%	-	-	N/A
Infrastructure Improvements	68,125	2,256,846	3%	70,727	1,734,301	4%
Total Operating Expenses	375,762	3,324,157	11%	273,620	2,517,083	11%
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	10,526	25,000	42%	7,150	6,000	119%
Non-Operating Revenue/(Expenses)	10,526	25,000	42%	7,150	6,000	119%
<u>Transfers In/ (Out)</u>						
Transfers In	875,245	2,625,734	33%	251,946	755,839	33%
Transfers Out	(93,227)	(279,680)	33%	(113,019)	(339,056)	33%
Total Transfers In/ (Out)	782,018	2,346,054	33%	138,928	416,783	33%
	\$ 730,701	\$ -		\$ 186,377	\$ -	

Solid Waste Fund

Current Year and Prior Year to Date for Period Ending December 31, 2018

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	1,278,716	3,829,105	33%	1,260,554	3,909,200	32%
Franchise Fees	12,554	28,992	43%	5,866	55,000	11%
Other	3,973	9,000	44%	563	5,378	10%
Total Operating Revenue	1,295,243	3,867,097	33%	1,266,983	3,969,578	32%
<u>Operating Expenses</u>						
Personal Services	425,722	1,263,849	34%	379,485	1,239,538	31%
Operating Expenses	533,143	1,847,022	29%	510,052	1,906,530	27%
Administrative Overhead	165,699	497,098	33%	172,884	518,651	33%
Total Operating Expenses	1,124,564	3,607,969	31%	1,062,421	3,664,719	29%
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	1,702	7,500	23%	140	5,000	3%
Disposition of Assets	1,710	2,140	80%	904	2,500	36%
Non-Operating Revenue/(Expenses)	3,413	9,640	35%	1,044	7,500	14%
<u>Transfers In/ (Out)</u>						
Transfers In	7,596	22,787	33%	5,005	15,015	33%
Transfers Out	(97,185)	(291,555)	33%	(109,125)	(327,374)	33%
Total Transfers In/ (Out)	(89,589)	(268,768)	33%	(104,120)	(312,359)	33%
	\$ 84,502	\$ -		\$ 101,487	\$ -	

Municipal Marina Fund

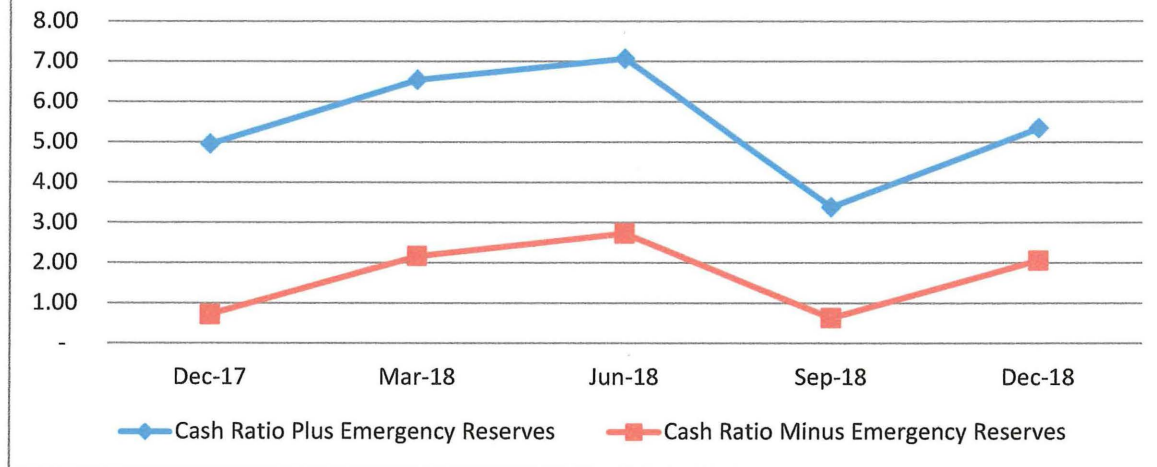
Current Year and Prior Year to Date for Period Ending December 31, 2018

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	1,152,322	3,165,588	36%	472,562	2,603,000	18%
Rental Income	12,382	41,884	30%	13,836	40,665	34%
Other	9,162	30,250	30%	6,098	24,100	25%
Total Operating Revenue	1,173,866	3,237,722	36%	492,496	2,667,765	18%
<u>Operating Expenses</u>						
Personal Services	232,425	727,744	32%	190,153	719,591	26%
Operating Expenses	579,389	1,764,238	33%	201,480	1,285,627	16%
Administrative Overhead	80,026	240,079	33%	73,380	220,141	33%
Capital Outlays						
Machinery & Equipment	849	83,000	1%	-	-	N/A
Total Operating Expenses	892,689	2,815,061	32%	465,013	2,225,359	21%
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	-	(100,000)	0%	-	-	N/A
Grant Income	-	7,000	0%	-	5,000	0%
Non-Operating Revenue/(Expenses)	-	(93,000)		-	5,000	
<u>Transfers In/ (Out)</u>						
Transfers In	8,408	25,225	33%	10,002	30,007	33%
Transfers Out	(118,295)	(354,886)	33%	(159,138)	(477,413)	33%
Total Transfers In/ (Out)	(109,887)	(329,661)	33%	(149,135)	(447,405)	33%
	\$ 171,289	\$ -		\$ (121,653)	\$ -	

Visitor Information Center Fund
Current Year and Prior Year to Date for Period Ending
December 31, 2018

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Parking Revenue	1,438,273	3,807,999	38%	1,379,292	4,162,136	33%
Gift Shop Revenue	205,063	600,000	34%	192,189	550,000	35%
Other	6,263	58,000	11%	9,296	55,000	17%
Total Operating Revenue	1,649,598	4,465,999	37%	1,580,777	4,767,136	
<u>Operating Expenses</u>						
Personal Services	323,981	1,049,595	31%	299,978	1,023,468	29%
Operating Expenses	388,538	1,032,862	38%	241,845	892,390	27%
Administrative Overhead	76,928	230,784	33%	72,089	216,266	33%
Capital Outlays						
Buildings	-	-	N/A	274	278	99%
Machinery & Equipment	-	-	N/A	-	-	N/A
Total Operating Expenses	789,448	2,313,241	34%	614,186	2,132,402	29%
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	16,521	49,277	34%	7,087	18,000	39%
Other Income	91,879	184,502	50%	3,756	171,268	2%
Fiscal Charges	-	(1,776,630)	0%	(620)	(1,704,117)	0%
Non-Operating Revenue/(Expenses)	108,400	(1,542,851)		10,223	(1,514,849)	
<u>Transfers In/ (Out)</u>						
Transfers In	395,599	1,186,796	33%	291,566	874,697	33%
Transfers Out	(598,901)	(1,796,703)	33%	(664,861)	(1,994,583)	33%
Total Transfers In/ (Out)	(203,302)	(609,907)	33%	(373,295)	(1,119,886)	33%
	\$ 765,248	\$ -		\$ 603,519	\$ -	

All Funds Quarterly Comparison



The cash ratio is a ratio to measure the City's liquidity and ability to meet short-term obligations. A cash ratio of 1 or more means that current assets are more than current liabilities and the company should not face any liquidity problem. A cash ratio below 1 means that current liabilities are more than current assets, which may indicate liquidity problems.

All Funds - FY18 Period 3		
Cash & Equivalents	18,000,238	2,638,346
Current Liabilities	3,629,607	
Cash Ratio Plus Emergency Reserves	4.96	
Cash Ratio Minus Emergency Reserves	0.73	

All Funds - FY18 Period 6		
Cash & Equivalents	\$ 22,973,224.09	7,611,332
Current Liabilities	3,506,911	
Cash Ratio Plus Emergency Reserves	6.55	
Cash Ratio Minus Emergency Reserves	2.17	

All Funds - FY18 Period 9		
Cash & Equivalents	\$ 24,564,615.78	9,493,240
Current Liabilities	3,470,674	
Cash Ratio Plus Emergency Reserves	7.08	
Cash Ratio Minus Emergency Reserves	2.74	

All Funds - FY18 Period 12		
Cash & Equivalents	\$ 18,526,507.98	3,469,938
Current Liabilities	5,456,951	
Cash Ratio Plus Emergency Reserves	3.40	
Cash Ratio Minus Emergency Reserves	0.64	

All Funds - FY19 Period 1		
Cash & Equivalents	\$ 17,510,126.41	2,388,898
Current Liabilities	3,644,089	
Cash Ratio Plus Emergency Reserves	4.81	
Cash Ratio Minus Emergency Reserves	0.66	

All Funds - FY19 Period 2		
Cash & Equivalents	\$ 21,108,248.86	8,508,107
Current Liabilities	\$ 3,898,514.13	
Cash Ratio Plus Emergency Reserves	5.41	
Cash Ratio Minus Emergency Reserves	2.18	

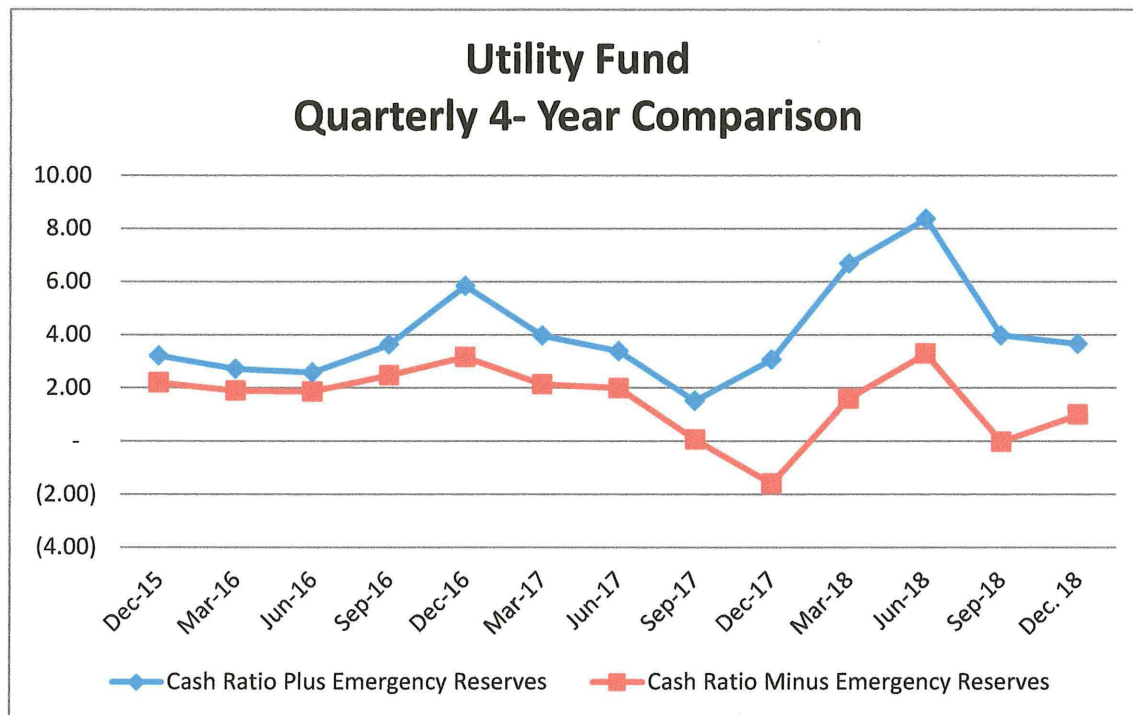
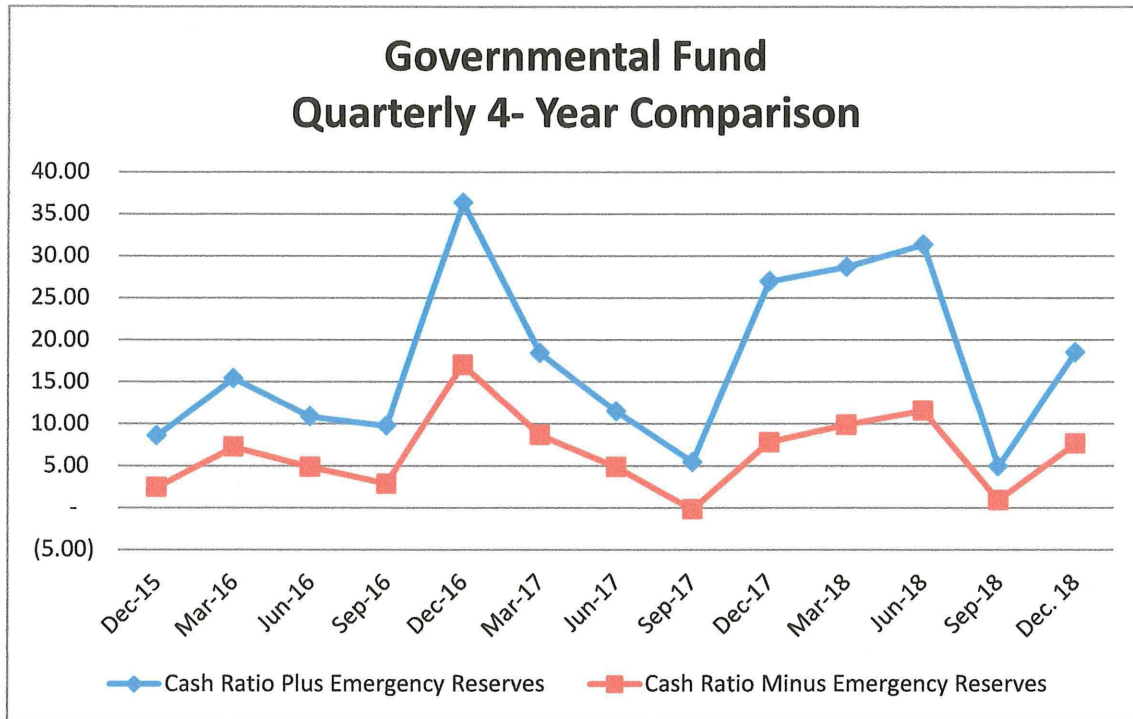
All Funds - FY19 Period 3		
Cash & Equivalents	\$ 24,504,677.76	9,452,976
Current Liabilities	\$ 4,575,025.62	
Cash Ratio Plus Emergency Reserves	5.36	
Cash Ratio Minus Emergency Reserves	2.07	

All Funds - FY19 Period 4		
Cash & Equivalents	\$ 25,441,358.50	26,307,079
Current Liabilities	\$ 3,884,795.82	
Cash Ratio Plus Emergency Reserves	6.55	
Cash Ratio Minus Emergency Reserves	6.77	

All Funds					
	Dec-17	Mar-18	Jun-18	Sep-18	Dec-18
Cash Ratio Plus Emergency Reserves	4.96	6.55	7.08	3.40	5.36
Cash Ratio Minus Emergency Reserves	0.73	2.17	2.74	0.64	2.07

As of January 31, 2019

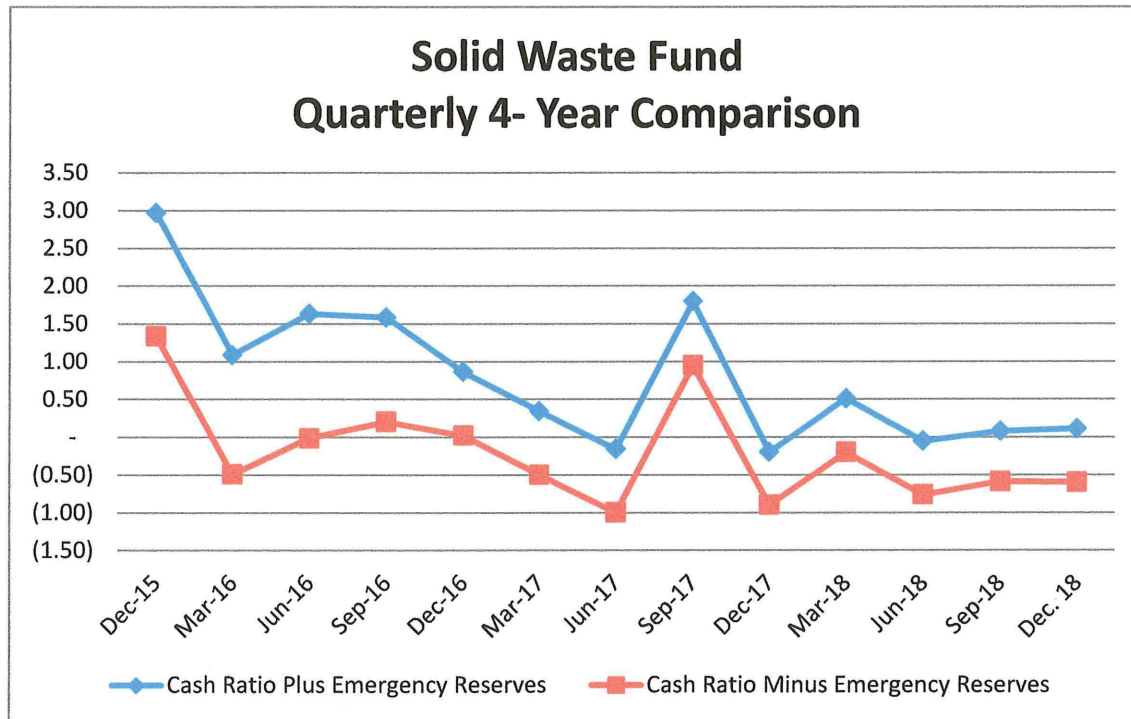
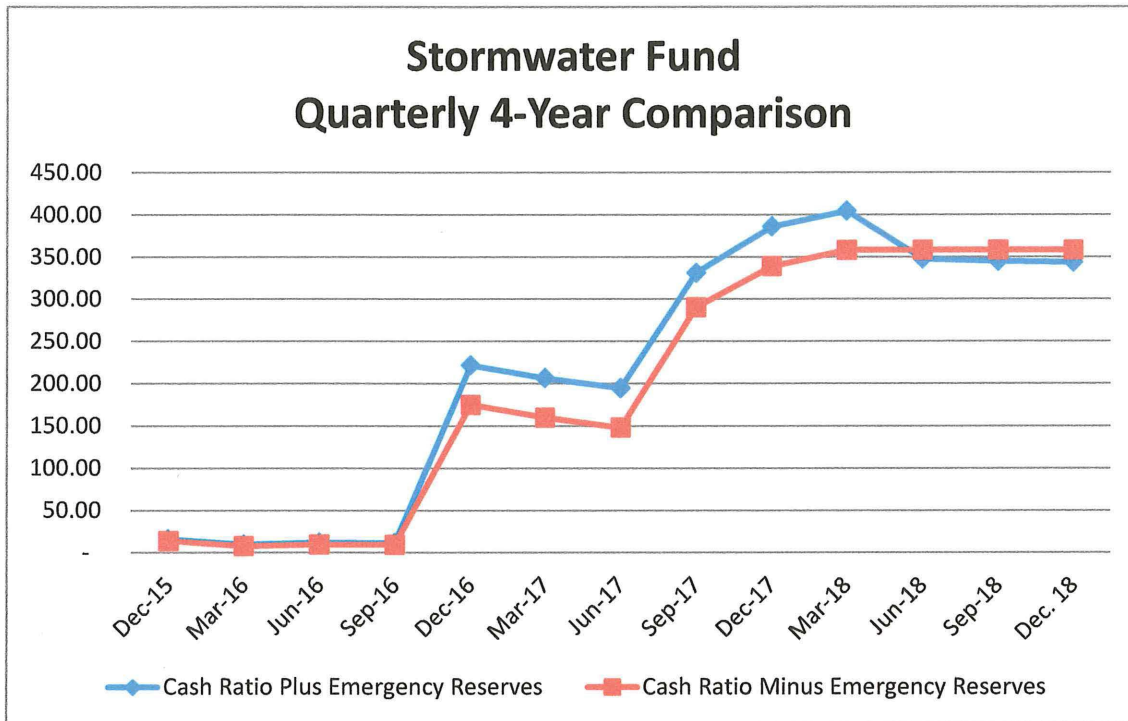
unaudited



The cash ratio is a ratio to measure the City's liquidity and ability to meet short-term obligations. A cash ratio of 1 or more means that current assets are more than current liabilities and the company should not face any liquidity problem. A cash ratio below 1 means that current liabilities are more than current assets, which may indicate liquidity problems.

As of January 31, 2019

unaudited

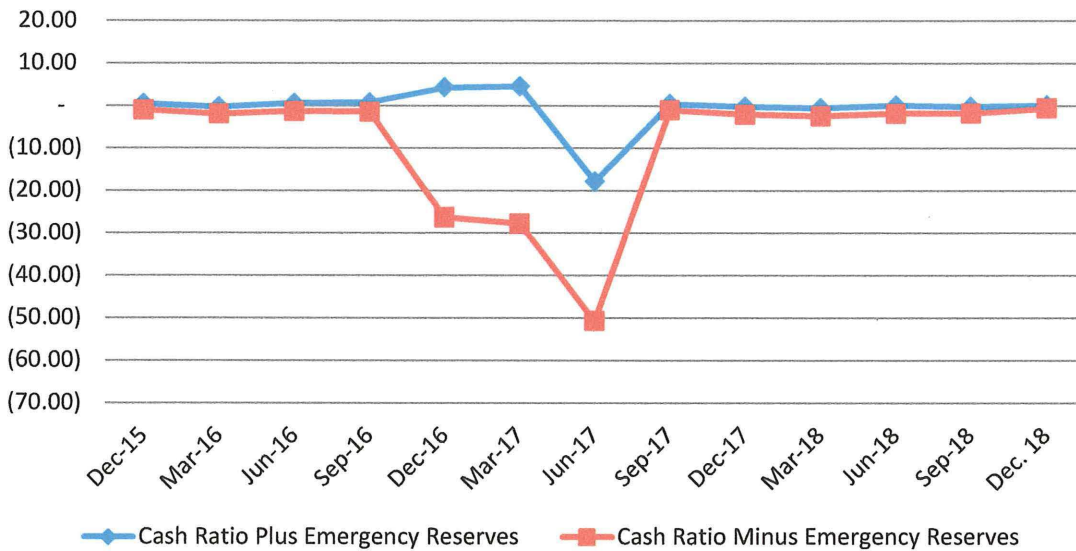


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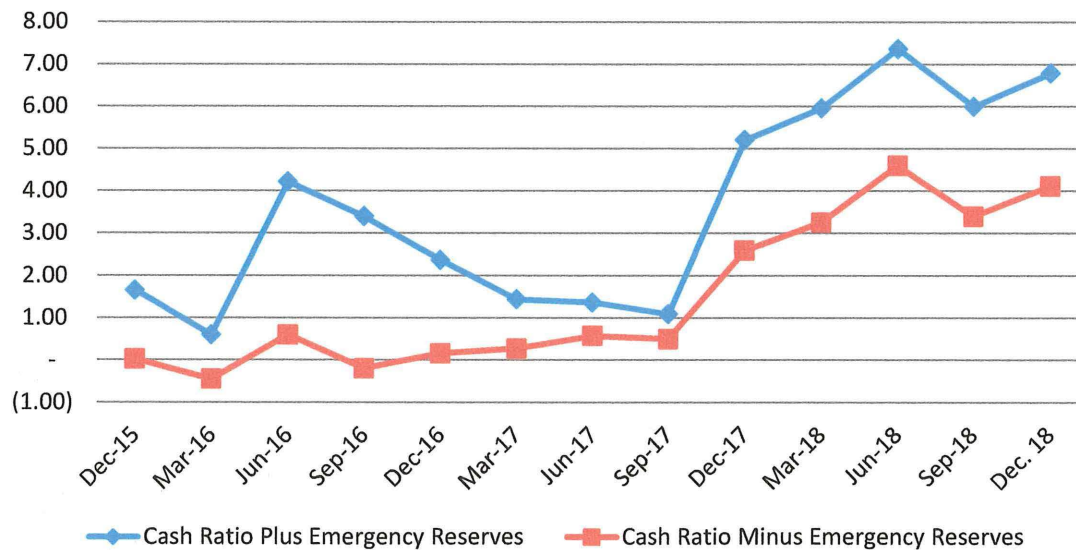
As of January 31, 2019

unaudited

Marina Fund Quarterly 4- Year Comparison



VIC Fund Quarterly 4- Year Comparison



The cash ratio is a ratio to measure the City's liquidity and ability to meet short-term obligations. A cash ratio of 1 or more means that current assets are more than current liabilities and the company should not face any liquidity problem. A cash ratio below 1 means that current liabilities are more than current assets, which may indicate liquidity problems.

Cash Ratio Governmental Funds

	Dec-15	Mar-16	Jun-16	Sep-16	Dec-16	Mar-17	Jun-17	Sep-17	Dec-17	Mar-18	Jun-18	Sep-18	Dec. 18
Cash Ratio Plus Emergency Reserves	8.59	15.45	10.87	9.78	36.34	18.48	11.50	5.47	26.99	28.71	31.38	4.94	18.54
Cash Ratio Minus Emergency Reserves	2.45	7.26	4.87	2.87	17.08	8.69	4.88	(0.17)	7.83	9.90	11.57	0.90	7.67

Cash Ratio Utility Fund

	Dec-15	Mar-16	Jun-16	Sep-16	Dec-16	Mar-17	Jun-17	Sep-17	Dec-17	Mar-18	Jun-18	Sep-18	Dec. 18
Cash Ratio Plus Emergency Reserves	3.21	2.72	2.58	3.63	5.84	3.97	3.39	1.51	3.07	6.68	8.37	3.98	3.66
Cash Ratio Minus Emergency Reserves	2.21	1.90	1.87	2.48	3.16	2.14	2.00	0.06	(1.59)	1.60	3.29	(0.02)	1.00

Cash Ratio Stormwater Fund

	Dec-15	Mar-16	Jun-16	Sep-16	Dec-16	Mar-17	Jun-17	Sep-17	Dec-17	Mar-18	Jun-18	Sep-18	Dec. 18
Cash Ratio Plus Emergency Reserves	16.29	9.80	11.93	11.52	221.89	206.86	194.91	331.15	386.11	404.39	347.60	344.70	343.75
Cash Ratio Minus Emergency Reserves	14.15	8.04	9.80	9.43	175.13	160.10	148.14	290.43	339.11	357.94	357.94	357.94	357.94

Cash Ratio Solid Waste Fund

	Dec-15	Mar-16	Jun-16	Sep-16	Dec-16	Mar-17	Jun-17	Sep-17	Dec-17	Mar-18	Jun-18	Sep-18	Dec. 18
Cash Ratio Plus Emergency Reserves	2.97	1.09	1.64	1.58	0.86	0.34	(0.16)	1.80	(0.20)	0.51	(0.05)	0.08	0.11
Cash Ratio Minus Emergency Reserves	1.34	(0.49)	(0.01)	0.21	0.03	(0.49)	(0.99)	0.95	(0.89)	(0.20)	(0.76)	(0.59)	(0.59)

Cash Ratio Marina Fund

	Dec-15	Mar-16	Jun-16	Sep-16	Dec-16	Mar-17	Jun-17	Sep-17	Dec-17	Mar-18	Jun-18	Sep-18	Dec. 18
Cash Ratio Plus Emergency Reserves	0.48	(0.27)	0.59	0.74	4.29	4.57	(17.83)	0.42	(0.19)	(0.51)	0.10	(0.20)	0.11
Cash Ratio Minus Emergency Reserves	(1.02)	(1.90)	(1.31)	(1.45)	(26.30)	(27.73)	(50.72)	(1.05)	(2.01)	(2.41)	(1.82)	(1.78)	(0.59)

Cash Ratio VIC Fund

	Dec-15	Mar-16	Jun-16	Sep-16	Dec-16	Mar-17	Jun-17	Sep-17	Dec-17	Mar-18	Jun-18	Sep-18	Dec. 18
Cash Ratio Plus Emergency Reserves	1.65	0.60	4.21	3.40	2.37	1.44	1.37	1.09	5.21	5.96	7.36	5.99	6.79
Cash Ratio Minus Emergency Reserves	0.03	(0.44)	0.60	(0.19)	0.16	0.28	0.58	0.50	2.59	3.25	4.60	3.39	4.11

ITEM 11.A.
Ethics Minute

Andrew Gillum's ethics case continues after Florida commission finds cause

Gillum did not attend Friday's hearing.

By Elizabeth Koh January 25, 2019

Tampa Bay Times

TALLAHASSEE -- An ethics complaint against former Tallahassee mayor and Democratic gubernatorial nominee Andrew Gillum is moving forward after state officials found probable cause Friday that Gillum violated ethics laws by allegedly accepting gifts during trips with lobbyists in 2016.

Though records in the case have not yet been made public by the state Commission on Ethics, Gillum's lawyer Barry Richard said after the closed-door hearing at the First District Court of Appeal in Tallahassee that the case would next go before an administrative law judge, likely in the next 45 to 60 days.

"We're going to have a full evidentiary hearing before an independent judge. It'll be open to the public, and everybody can decide for themselves," he told reporters. "There for sure will be no settlement."

Tallahassee businessman Erwin Jackson, who filed the complaint, said the commission had found probable cause on five of six counts, and cast the decision to carry the case forward as a success: "This is a victory for the good ones," he said.

Gillum did not attend Friday's hearing.

Jackson had filed a complaint over trips Gillum took with lobbyist and former friend Adam Corey before Gillum launched his run for governor. Jackson, a longtime critic of city hall, alleged that the former mayor had received gifts from Corey above a state \$100 limit on trips to Costa Rica and New York City.

Florida law prohibits public officials from accepting gifts over \$100 from lobbyists or vendors, though family members have exceptions.

The trips, which occurred amid an FBI investigation into public corruption in Tallahassee, became a flashpoint in the last days of Gillum's unsuccessful run for governor last year.

Gillum and his wife had traveled to Costa Rica in May 2016 with friends including Corey — who became a nexus in the FBI probe — and lawyer and lobbyist Sean Pittman, one of Gillum's closest political advisers. the Gillums stayed in a villa for

multiple nights. Gillum also traveled that year to New York City as part of his job then with the People for the American Way Foundation, where he went on multiple excursions with his brother Marcus, Corey, and at least two of the FBI agents tied to the case. Among the trips in question was a boat tour around the Statue of Liberty and tickets to the hit Broadway musical “Hamilton.” Gillum also stayed for one night in his brother’s room at the Millennium Hilton in the city.

After Gillum won the Democratic primary, he released records that he said indicated he paid for his own expenses on both trips. He also repeatedly said he was told by the FBI that he was not a subject or target of the investigation and denied any wrongdoing.

(No charges have been brought against Gillum in the FBI case, which led to the indictment of former city commissioner Scott Maddox on bribery and racketeering charges in December.)

Asked about his dealings with Corey, Gillum had also characterized Corey during the campaign as a former friend who had misled him. But the state ethics complaint drew fresh attention in the closing days of the election, when Corey’s lawyer, Chris Kise, released hundreds of pages of records he said were given to investigators as part of the case.

Those records showed the degree to which undercover FBI agents had looked into Gillum, arranging some of the excursions for Gillum and his brother on the New York trip and procuring the “Hamilton” tickets. They also showed that one of the agents contributed to a fundraiser for the former mayor in Tallahassee.

Gillum, despite his loss, has remained talked-about as a potential 2020 power player, buoyed by his fundraising influence and volunteer lists in swing-state Florida.

ITEM 11.B.
Extension of Demolition
Order

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 23, 2019

RE: NOTIFICATION OF STATUTORY DEMOLITION ORDER EXTENSION FOR 18 ST. GEORGE STREET

The Florida Legislature, over time, has enacted various statutory extensions of development orders issued by local governments, such as a Certificate of Demolition. The most recent enactment, Chapter 252.363, Florida Statutes, includes a procedure and statutory right for the extension of a development order based on the declaration of a State of Emergency issued by the Governor. The statute extends the expiration of a development order for the duration of the declaration of a State of Emergency, and adds an additional six (6) months to the expiration date.

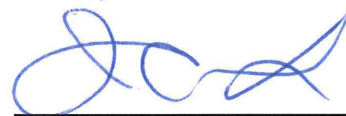
The legal representative for 18 St. George Street has provided the City with timely notification of the project's intent to exercise the tolling and extension of its Certificate of Demolition pursuant to statute. The City Attorney and the legal representative of the project have discussed the intent and language of the statute and the updated extension reflects these discussions.

There is no specific action for the City Commission, as this extension is granted by reason of a legislative act of the Florida legislature.

Therefore, pursuant to statute the City Clerk should file the notification of extension of the Certificate of Demolition for 18 St. George Street to expire on June 2, 2021.

Please place this item on the February 11, 2019 City Commission agenda under City Attorney Item 11B.

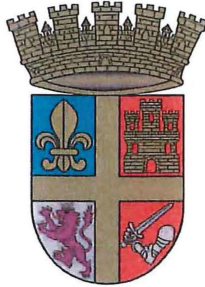
Thank you.



Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: David Birchim, Planning & Building
Darlene Galambos, City Clerk



1565 – 2015
450 years

City of St. Augustine



St. Augustine, Florida
Nation's Oldest City

City Attorney

January 23, 2019

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

RE: DEMOLITION ORDER EXTENSION FOR 18 ST. GEORGE STREET (HARB CASE No.: 2017-0127)

Dear Ms. Avery-Smith,

I am in receipt of your January 14, 2019 correspondence notifying the city of your client's statutory development order extension granted under Florida Statute 252.363 regarding Executive Orders 17-259, 17-304, 18-17, 18-80, 18-135, 18-214, 18-236, 18-253, and 18-281.

Extensions are automatically granted by operation of law:

252.363 TOLLING AND EXTENSION OF PERMITS AND OTHER AUTHORIZATIONS.—

(1)(A) THE DECLARATION OF A STATE OF EMERGENCY BY THE GOVERNOR TOLLS THE PERIOD REMAINING TO EXERCISE THE RIGHTS UNDER A PERMIT OR OTHER AUTHORIZATION FOR THE DURATION OF THE EMERGENCY DECLARATION. FURTHER, THE EMERGENCY DECLARATION EXTENDS THE PERIOD REMAINING TO EXERCISE THE RIGHTS UNDER A PERMIT OR OTHER AUTHORIZATION FOR 6 MONTHS IN ADDITION TO THE TOLLED PERIOD. THIS PARAGRAPH APPLIES TO THE FOLLOWING:

1. THE EXPIRATION OF A DEVELOPMENT ORDER ISSUED BY A LOCAL GOVERNMENT.
2. THE EXPIRATION OF A BUILDING PERMIT.
3. THE EXPIRATION OF A PERMIT ISSUED BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION OR A WATER MANAGEMENT DISTRICT PURSUANT TO PART IV OF CHAPTER 373.

While I concur that the above referenced state of emergency declarations create a lawful extension to your client's Certificate of Demolition Order, I do not agree with the new expiration date calculated in your request. The enclosed chart highlights the dates covered by each of the Executive Orders, including the dates that overlap. These overlapping dates are only counted once. The State of Florida Department of Economic Opportunity division of Community Planning has interpreted Florida Statute 252.363 as follows:

- 1) When an emergency order is extended for the same emergency, the additional days of the extension are counted, but the developer is not given multiple 6 month extensions because the executive order is for the same emergency, and;

- 2) When multiple emergency orders overlap with different emergencies, the overlap dates are only counted once, but each separate emergency is given a 6 month extension, consecutively.

For example, Executive Order 18-253 for Hurricane Florence is comprised entirely of overlapping dates with orders 18-236 and 18-281. Therefore, your client is only entitled to the additional six (6) months afforded by this emergency declaration, not an additional sixty (60) days. Further, Executive Order 18-214 is only a thirty (30) day extension of the state of emergency declaration for Hurricane Maria, not sixty (60) days as the other extensions are.

Consequently, utilizing all of the above I have determined that the state of emergency declarations referenced in your request extend your client's Certificate of Demolition Order to June 2, 2021.

If you concur, I will place this item on the next available City Commission agenda for information only. If you do not concur, I can place it for public hearing and provide you the opportunity to present before the commission your contrary interpretation.

Sincerely,



Isabelle C. Lopez
City Attorney

/s/
Enclosure

cc: John P. Regan, City Manager
David Birchim, Planning & Building Director
Darlene Galambos, City Clerk

18 ST. GEORGE STREET – DEMOLITION ORDER EXTENSION

OCTOBER 2017							NOVEMBER 2017							DECEMBER 2017						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	2	3	4	5	6	7				1	2	3	4						1	2
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31					26	27	28	29	30			24	25	26	27	28	29	30
														31						

JANUARY 2018							FEBRUARY 2018							MARCH 2018							APRIL 2018						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6					1	2	3					1	2	3	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	11	12	13	14	15	16	17	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31	29	30					

MAY 2018							JUNE 2018							JULY 2018							AUGUST 2018						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7				1	2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31	

SEPTEMBER 2018							OCTOBER 2018							NOVEMBER 2018							DECEMBER 2018						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
						1		1	2	3	4	5	6					1	2	3							1
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10	2	3	4	5	6	7	8
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16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
30																					30	31					

17-259	Maria	57 days	+ 6 months
17-304	1 st Ext.	55 days	----
18-17	2 nd Ext.	55 days	----
18-80	3 rd Ext.	57 days	----
18-135	4 th Ext.	59 days	----
18-214	5 th Ext.	27 days	----
18-236	6 th Ext.	26 days	----
18-253	Florence	0 days	+ 6 months
18-281	7 th Ext.	32 days	----
Overlap	----	71 days	----
TOTAL:		439 days	+ 12 months

<u>CERTIFICATE OF DEMOLITION</u>	
<u>Original Expiration Date:</u> March 21, 2019	
	March 21, 2019
+	439 days
=	June 2, 2020
+	12 months
=	June 2, 2021
<u>NEW EXPIRATION DATE: JUNE 2, 2021</u>	

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: February 11, 2019

RE: Upcoming Term Expirations

Historic Architectural Review Board

Applications are currently being accepted to fill two term expirations (2) and one (1) alternate position on the Historic Architectural Review Board. The deadline to submit an application is Wednesday, March 13, 2019. Appointment is tentatively scheduled for the March 25, 2019 City Commission meeting.

Advertisements requesting applications will be published in the St. Augustine Record in accordance with board advertising policies and posted on the City website.

Attached is the current Board roster, along with a profile of the qualifications, duties and responsibilities as by ordinance.



Darlene Galambos
City Clerk

Xc: Clerk's Files

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
Antoinette Wallace CHAIR Archaeologist	104 Lincoln Street, 32084 904-501-9449 ab_wallace@bellsouth.net	10/28/13 fill vacancy 02/22/16 1 st full term	3/28/2019
Jon Benoit Contractor	900-D Anastasia Blvd, 32080 904-540-3065 jonbenoit@behstbuilders.com	03/26/18 1 st full term	3/28/2021
Catherine Duncan VICE-CHAIR Architect	5 Althea St, 32084 904-824-4673 catherinedunc@aol.com	11/09/15 fill vacancy 3/26/18 1 st full term	3/28/2021
Barbara Wingo Attorney/Historian	17 Saragossa St. 32084 PO Box 497, 32085 (preferred) 824-5146; cell 352-214-1214 bcwingo@gmail.com	02/22/16 1 st full term	3/28/2019
Paul Weaver, III Professional Preservation Consultant Alternate	5 Milton St, 32084 160 Vilano Rd, Ste 7 824-5178 – 347-6090 hpa007@aol.com	06/25/18 1 st full term	3/28/2020
H. Randal Roark Architect/Planner Alternate	50 E. Park Ave., 32084 829-8929 randalroark@bellsouth.net	05/14/18 fill vacancy	3/28/2019
VACANT			03/28/2019

HARB also hears appeals formerly heard by the Entrance Corridor Review Committee which was sunset permanently by Ordinance 2013-05, effective 2/21/2013

02/01/18

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.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: February 11, 2019

RE: Scheduling of workshop meetings as requested by the City Commission

During the last Commission meeting, it was determined that a workshop should be scheduled for a preliminary discussion of the City of St. Augustine's Adaptation Plan. Below are some suggested dates for consideration.

Wednesday, February 20, 2019

Wednesday, February 27, 2019

Wednesday, March 6, 2019

Additionally, the Commission previously requested that a workshop be scheduled to conduct a charter review during the month of March. The recommended dates for consideration are as follows:

Wednesday, March 13, 2019

Wednesday, March 20, 2019

Wednesday, March 27, 2019

The recommended timeframe for these workshops is from 8:30am until noon.



Darlene Galambos
City Clerk

CITY OF ST. AUGUSTINE

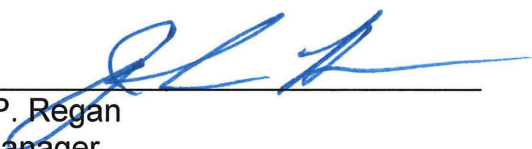
MEMORANDUM

TO: Mayor Nancy Shaver
Vice Mayor Freeman
Commissioner Sikes-Kline
Commissioner Horvath
Commissioner Valdes

DATE: February 1, 2019

RE: UF/CoSA

The purpose of this agenda item is to review the Memorandum of Agreement between the University of Florida and the City of St. Augustine relevant to the Colonial Quarter and other state-owned properties as well as the history relating to the agreement and a review of the intent of each section of the agreement at the time of its execution.



John P. Regan
City Manager

JPRB/lf

Memorandum of Agreement

Between the City of St. Augustine (COSA) and The University of Florida Board of Trustees (University of Florida)

Regarding the management and operation of the **Colonial Spanish Quarter (CSQ)** in St. Augustine, Florida (St. Johns County), and other state-owned historic properties.

WHEREAS, the University of Florida through State of Florida legislation (Florida Statutes, sec. 267.1735) has assumed stewardship responsibilities for certain State-owned historic properties (identified in University of Florida Lease No. 2734) located in St. Augustine with the goal of ensuring long-term preservation and interpretation of these historic resources while facilitating an educational program that is responsive to the state's needs for professionals in historic preservation, archaeology, cultural resource management, heritage tourism, history, architectural history, and museum administration, and

WHEREAS, the University of Florida's program in St. Augustine will greatly assist the COSA in preserving, rehabilitating and interpreting the historic resources that define its community character as the Nation's Oldest City, while strengthening the economic base of heritage tourism, and

WHEREAS, the University of Florida manages these State-owned historic properties in St. Augustine, as a function of a lease from the Board of Trustees of the Internal Improvement Trust Fund, State of Florida, to the University of Florida, and

WHEREAS, the University of Florida requires an academic quality and authenticity to the heritage tourism experiences provided in the State-owned historic properties, and

WHEREAS, the COSA seeks to continue improving the CSQ (Exhibit A) and its programs through the introduction of a new interpretive strategy, business model and operational restructuring, and has in place a plan to continue to elevate the CSQ and quality of visitor experience as part of a comprehensive citywide heritage tourism model and support of the St. Augustine 450th Commemoration, and

WHEREAS, the CSQ represents the signature interpretive program for the COSA and the St. Augustine 450th Commemoration, and

WHEREAS, the CSQ lies within the St. Augustine Town Plan National Historic Landmark District that draws 4 – 5 million visitors annually and thus serves as a principal foundation of the city's heritage tourism-based economy, the largest industry in the city and the county, and

WHEREAS, the COSA and the University of Florida seek to summarize their mutual intent with respect to the CSQ, and

WHEREAS, the COSA and the University of Florida acknowledge the importance of ongoing collaboration and communication in this cooperative endeavor, and

NOW, THEREFORE, the COSA and the University of Florida (hereafter referred to as the parties) propose to enter into a cooperative endeavor that allows the management, funding and growth of the CSQ by the COSA, and provides cooperation on these and the remaining properties as follows:

STIPULATIONS

1. The CSQ is defined as the approximately two-acre, 11-building complex, its physical address being 29 St. George Street, as depicted in Exhibit A. Buildings in the CSQ include:
 - a. Peso De Burgo, North Outbuilding, 53 St. George Street
 - b. Peso De Burgo, South Outbuilding, 53 St. George Street
 - c. De Mesa Sanchez House, 49 St. George Street
 - d. DeHita House, 37 St. George Street
 - e. New Blacksmith House, 37 ½ St. George Street
 - f. Gonzalez House, 35 St. George Street
 - g. Gonzalez Restrooms, 35 ½ St. George Street
 - h. Florencia House, 33 St. George Street
 - i. Triay House, 29 St. George Street
 - j. Gomez House, 27 St. George Street
 - k. Gallegos House, 21 St. George Street
2. Historically, the Peso de Burgo/Pellicer House at 53 St. George Street and its two outbuildings, until recently, were part of the original CSQ interpretive landscape (Exhibit A). The Pellicer House is currently being used as a commercial rental property. In that the Pellicer House is integral to the comprehensive CSQ visitor experience, the University of Florida will consider returning the Pellicer House to CSQ operations and programming. As long as the Pellicer House remains in commercial use, the COSA agrees to cooperate as needed to provide ADA-compliant access to the Pellicer House.
3. The COSA shall vacate the premises of Arrivas House (46 St. George Street), Rodriguez House (46 ½ Cuna Street), Coquina House/Warehouse (46 Cuna Street), and Government House (48 King Street) on a timetable to be mutually agreed-upon by the parties, or the COSA shall enter into a lease and begin paying a competitive property rent at a rate to be mutually agreed-upon by the parties.

4. The De Mesa House and its grounds (De Mesa Yard) are currently part of the CSQ and its programs, and will continue to be managed and programmed by the COSA as described herein, excepting a 0.22-acre portion that will be made available to the National Park Service for construction of a new Visitor Orientation Center. Programs scheduled may include, but are not limited to, the building of a replica of a 16th century ship; reenactments and living history programs; regularly scheduled daily programs at a colonial round; end-of-day historical ceremonies; and musical and performance events. It is recognized that the De Mesa grounds as a programming area may be limited or eliminated once the planned National Park Service Visitor Orientation Center is constructed. The De Mesa House will be an integral part of the CSQ interpretive experience.
5. The COSA and University of Florida agree to pursue transfer of 0.22 acres of the CSQ in the area of the De Mesa Yard from the State of Florida, and the City-owned Peck Property, to the National Park Service on terms acceptable to the National Park Service for construction of a federal Visitor Orientation Center.
6. Interpretive programs created for the CSQ will rely upon a body of scholarly work on St. Augustine's nationally significant history, urban plan, architecture, archaeology, and architectural history. This work has been produced over more than a century through research, investigation and writing. Standards of such interpretation, education and cultural resource management comply with Congressional intent to establish National Historic Landmark designation "for the inspiration and benefit of the people of the United States" (Historic Sites Act of 1935, 16 USC 461). The COSA will work toward developing an Interpretive Manual and docent training program for the CSQ. The University of Florida will assist, as needed, in the development of these materials and provide a review according to (7) below.
7. The CSQ facilities, grounds, operations and programs shall be reviewed at least annually, but more often if necessary, by a committee of advisors, appointed by the Board of Directors of the UF Historic St. Augustine, Inc. (a University of Florida Direct Support Organization/ DSO) comprised of scholars and experts in the fields of history, archaeology, heritage tourism, and other related disciplines, from the University of Florida and the St. Augustine community, and may include representatives of other organizations with similar expertise including the Florida Division of Historical Resources and the National Park Service.
8. The COSA shall manage the CSQ (Exhibit A) and all of its facilities, grounds, and programs including custodial care, and routine and normal maintenance.
9. The COSA will proceed with planned physical modifications identified in Exhibit B including coquina sidewalks, trolley drop-off, entrance and

ticketing venue from a Colonial Maritime Heritage interpretive center on AIA, and entry improvements in two locations on St. George Street, with the understanding that the trolley drop-off will be abandoned or modified as needed upon property transfer to the National Park Service as described in sections (4), (5) and (19) herein. All modifications shall comply with Section 106, National Historic Preservation Act and Chapter 267 F. S., Laws of Florida.

10. Revenue generated by operations at the CSQ, including admissions, retail, tavern (food and beverage sales), and special events shall be used to operate and support the CSQ facilities maintenance and programs. The COSA, subject to budgetary allocations approved by the COSA City Commission, shall provide additional financial resources annually to subsidize the operation at a performance level mutually beneficial to both parties.
11. Support, both financial and in-kind, may be provided by the University of Florida and its St. Augustine-based DSO to the CSQ when appropriate.
12. Both parties shall meet no less than yearly to review an annual capital improvement plan for the CSQ and other State-owned properties, and provide collaboration that is in the best interests of both parties. This review may also include a review of legislative priorities and grant proposals for capital and program improvements affecting heritage tourism in St. Augustine.
13. The COSA and the University of Florida will work together to develop performance metrics and indicators for the CSQ to monitor performance improvement, both qualitative (authentic visitor experience) and quantitative. An annual review shall include an evaluation of facilities, programs and financial performance. Likewise, the University of Florida shall provide an annual update to the COSA on the progress of the State properties rehabilitation and related programs.
14. The University of Florida may elect to contract janitorial, property management, and other services from the COSA. Any service will be mutually agreeable to both parties regarding time, materials and cost.
15. The COSA and University of Florida shall annually agree upon rates and revenue sharing for all ticketed state-owned facilities.
16. The COSA shall continue to offer a joint ticket between the CSQ and the Government House Museum.
17. The University of Florida supports the COSA's Urban and Community Forestry Grant from the Department of Agriculture and Consumer Services to provide tree canopy pruning and root site amelioration in the Government House gardens and courtyards. The University of Florida will work

collaboratively on planning for the specified tree work, and grants right-of-entry to complete the work on the condition that the COSA assumes all associated liability to the extent allowed by law, including that of its contractors, in the course of performing the work.

18. For the St. Augustine 450th Commemoration and for official COSA functions (visits by foreign dignitaries and delegations), the COSA plans to be a user of the Government House. The University of Florida acknowledges the City's desire to use the Government House for 450th Commemoration events and other community functions. To this end, the University of Florida will manage the Government House scheduling calendar for events and programs providing COSA with priority scheduling for annual signature events including Noche de Gala, British Night Watch, Twelfth Night Ball, Spanish Night Watch, and Nights of Lights ceremony. Community events and programs may also include, but are not limited to, colonial courthouse reenactments, scholarly lectures, classes, weddings, workshops and receptions. The University of Florida will honor any previously scheduled rentals, but requires all payments including deposits be conveyed to the University of Florida for events occurring after September 30, 2010.
19. The University of Florida and COSA propose to jointly and/or separately seek funding from the United States Congress, the Florida State Legislature, and or other Federal, State and local agencies, as well as the University of Florida and the COSA to improve the CSQ interpretive landscape and programming, including support in partnership with the National Park Service for development of their new Visitor Orientation Center on lands owned by the COSA and the State of Florida.
20. MOA Amendment. Any Party to this MOA may propose that the MOA be amended, whereupon the parties shall confer to consider such an amendment. No amendment to this agreement will be effective unless executed in writing by all of the parties.
21. MOA Extension. Upon completion of the reviews described in (6), (7), (12), (13) and (15) herein, this MOA, subject to the review and approval of the COSA City Commission, shall renew automatically each year from the date of its execution. The reviews shall occur no less than sixty (60) days prior to the annual renewal date. In the course of the annual review, the UF and COSA may request in writing that the signatories consider modification to this MOA. No modification will be effective unless all signatories to the MOA have agreed to it in writing.
22. MOA termination. Any signatory to this MOA may terminate the agreement by providing written notice of its intent to terminate to the other parties, provided that the parties will consult during the period not to exceed six months from the date of such notice prior to the termination to seek agreement

on amendments or other actions that might avoid termination. If the signatories cannot reach agreement on the amendment or other actions, the MOA will thereby be terminated.

Execution of this Memorandum of Agreement by UF and the COSA is evidence that each party has endorsed and agreed to the contents herein.

IN WITNESS THEREOF, the parties have set their hands and seals to this Memorandum of Agreement on the day and year indicated.

APPROVED by the UFBOT this _____ day of _____, 2010.

ATTEST:

UNIVERSITY OF FLORIDA BOARD OF
TRUSTEES

Kara Sue Cobb
Senior Administrative Assistant

John E. Poppell,
Vice President for Business Affairs

Date

Date

APPROVED AS TO FORM AND
LEGALITY:

Michael W. Ford
Senior University Counsel

APPROVED by the City Commission this _____ of _____, 2010.

ATTEST:

CITY COMMISSION OF THE CITY OF
ST. AUGUSTINE, FLORIDA

City Clerk

Joe Boles, Jr, Mayor/Commissioner

Date: _____

Date: _____

APPROVED AS TO FORM AND
LEGALITY:

Ronald Brown
City Attorney

Colonial Spanish Quarter

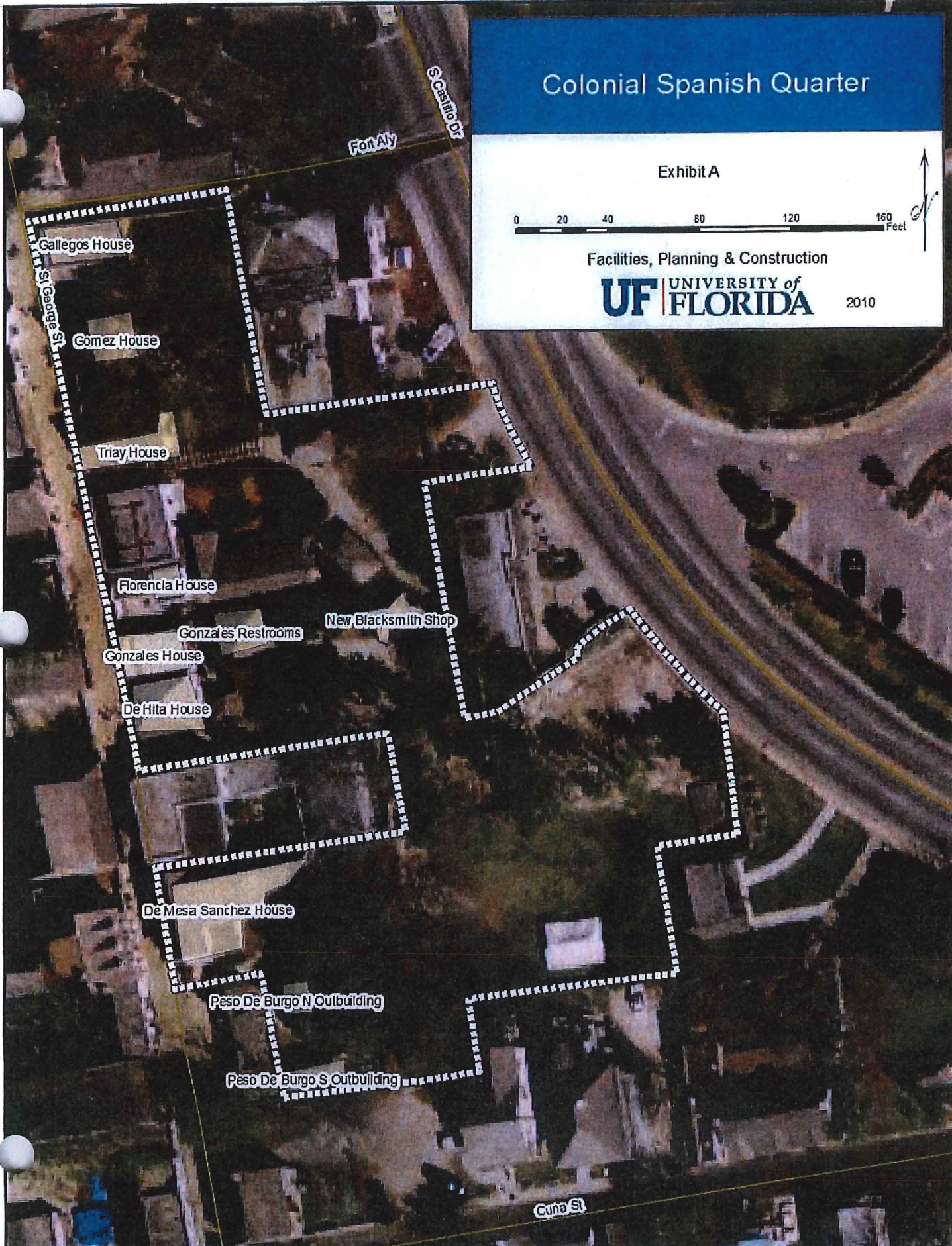
Exhibit A

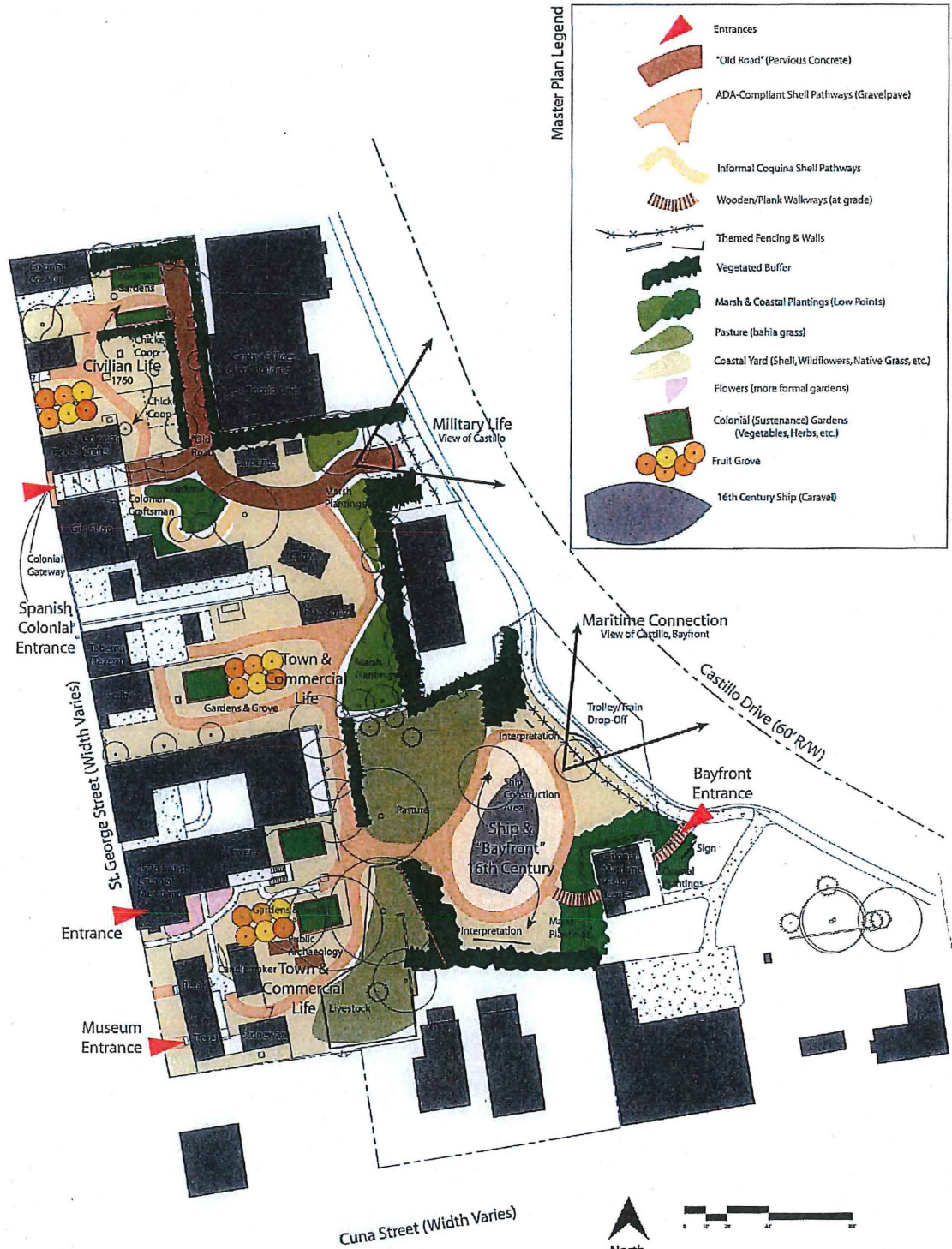
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Facilities, Planning & Construction

UF UNIVERSITY of FLORIDA

2010





**Colonial Spanish Quarter
Master Plan**
HDG Project 103.0 Spanish Quarter | April 7, 2010



City of St. Augustine
Department of Heritage Tourism



**Halback
DESIGN GROUP**

Creating Compelling Environments to Live, Work, and Play

ITEM 13.B.

Update: Task Tracking

CITY OF ST. AUGUSTINE
COMMISSION MEETING TASK TRACKING LIST
FOR 2/11/2019 AGENDA

Date	Requestor	Request/Comment	Assigned	Comments	Anticipated Completion Date
4/9/2018	Commission	Free parking for residents	Reuben Franklin	Establishment and promotion of free parking in downtown to be coordinated with new parking technology	4/1/2019
8/13/2018	Comm. Sikes-Kline	Thank you to the Contextualization Committee	Darlene Galambos	Staff to determine a proper thank you to the committee	3/1/2019
9/24/2018	Comm. Sikes-Kline	Electric Scooter/Dockless Bike Systems	Isabelle Lopez	Ordinance on this agenda	2/11/2019
9/24/2018	Mayor Shaver	Restaurant seating audit	David Birchim	Audit complete, letters underway to restaurants	5/1/2019
9/24/2018	Mayor Shaver	Underground electrical utilities update	Mike Cullum	Presentation by FPL on current policies	4/1/2019
9/24/2018	Mayor Shaver	Recycling strategy - Reduce and Reuse programming	Mike Cullum	Initiative to reduce recycled material tonnage, moved to 2-25 agenda to level staff workload	2/25/2019
10/22/2018	Commission	CONTINUING Strategy discussion on Air B&B	Birchim/Lopez	Monthly updates will be provided	Ongoing
10/22/2018	Commission	Charter amendment review	Darlene Galambos	City Clerk will facilitate scheduling a City Commission Meeting	2/11/2019
12/10/2018		HARB/PZB education of sealevel rise	David Birchim	Ongoing process through various programs and workshops	6/1/2019
12/10/2018	Commission	UF/COSA partnership for Colonial Quarter review	John Regan	Review of original partnership agreement - moved to Feb. 11 to manage size of Jan. 28 agenda.	2/11/2019
1/14/2019	Comm. Sikes-Kline	Vehicle for Hire	Isabelle Lopez		
1/15/2019	Mayor Shaver	Greenspace inventory	David Birchim	Review of greenspace and parks located within the City	1/24/2019
1/14/2019	Comm. Sikes-Kline	Schedule Workshop on Adaptation Plan	Mike Cullum	City Clerk will facilitate scheduling a City Commission Meeting	2/11/2019
2/11/2019	Commission	Discussion regarding noise ordinance			

**CONSENT
AGENDA**

CONSENT AGENDA – FEBRUARY 11, 2019

CA.1. PREVIEW OF UPCOMING COMMISSION MEETINGS.

- a) THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR 2ND READING ON FEBRUARY 25, 2019:
- Ordinance 2019-02
- b) REMINDER OF UPCOMING MEETINGS:
- February 25, 2019, 5:00 p.m., Regular Meeting
 - March 11, 2019, 5:00 p.m., Regular Meeting

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

- January 14, 2019, Regular Meeting

CA.3. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S): NONE.

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

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

CA.6. Nomination of David Nolan for the Adelaide Sanchez award for education and interpretation. (*N. Shaver, Mayor*).

CA.7. Acceptance of a grant under the Department of Homeland Security Assistance to Firefighters Grant Program in 2017 for wireless headsets. (*C. Aviles, Chief, St. Augustine Fire Department*).

CA.8. Review of dockage agreement for the vessel, *Santa Maria*, for the period from April 17 through May 5, 2019. (*J. Regan, City Manager*).

CA.9. Approval of 2019 tentative meeting schedule for budget meetings, monthly updates, quarterly updates and public workshops. (*M. Breidenstein, Director, Budget and Performance Management*).

CA.10.Invoice in the amount of \$3,101.20 dated January 29, 2019 from Marks Gray, P.A. for legal services regarding the Wendler v. City of St. Augustine matter. (*L. Lopez, City Attorney*).

END OF CONSENT AGENDA

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, January 14, 2019

The City Commission met in formal session Monday, January 14, 2019 at 5:00 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Nancy Shaver, and the following were present:

1. Roll Call: Nancy Shaver, Mayor/City Commissioner
Leanna S. A. Freeman, Vice Mayor/City Commissioner
Roxanne Horvath, City Commissioner
Nancy Sikes-Kline, City Commissioner
John Valdes, City Commissioner

John Regan, City Manager
Timothy A. Burchfield, Assistant City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
David Birchim, Director, Planning and Building
Jim Piggott, Director, General Services
Mike Cullum, Director, Public Works
Carl LaFleur, Deputy Director, Financial Services
Meredith Breidenstein, Director, Budget & Performance Management
Paul K. Williamson, Director, Public Affairs
Reuben Franklin, Manager, Mobility Program
Barry Fox, Police Chief
Carlos Aviles, Fire Chief
Robin DiAngelis, Recording Secretary

INVOCATION AND PLEDGE OF ALLEGIANCE

Father Joseph Kuhlman, Cathedral Basilica of St. Augustine, delivered the invocation, and Commissioner Freeman led the Pledge of Allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification of Agenda

Mr. Regan said there were no modifications; however, he noted that an amended Agenda had been distributed after the initial publication.

Commissioner Freeman asked for Public Comment to be added for Item 7.B.2., Acquisition of 91 and 93 Coquina Avenue.

MOTION

Commissioner Sikes-Kline MOVED to approve the Agenda with public comment after item 7.B.2. The motion was SECONDED by Commissioner Freeman and APPROVED BY UNANIMOUS VOICE VOTE.

3. Special Presentations, Proclamations, Recognitions:

(None)

4. General Public Comments (3 minutes per individual)

The Commission heard from the following members of the public:

- Ed Slavin
- Stephen Simmons
- BJ Kalaidi¹
- Martha "Tica" Walley

5. Consent Agenda

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

5.B. Approval of Consent Agenda.

MOTION

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

Mr. Regan read the Consent Agenda.

CA.1. Preview of upcoming Commission meetings.

a) The following ordinances are tentatively scheduled for 2nd reading on January 28, 2019:

- Ordinance 2018-18
- Ordinance 2018-19
- Ordinance 2018-20
- Ordinance 2019-01

b) Reminder of upcoming meetings:

- January 28, 2019 - 5:00 p.m. – Regular Meeting
- February 11, 2019 - 5:00 p.m. – Regular Meeting

CA.2. Approval of Minutes from prior commission meetings:

- December 3, 2018 Special Meeting
- December 4, 2018 Workshop

CA.3. Releases of Lien for Unit Connection Fee Mortgage(s): None.

CA.4. PROPOSED Proclamations, Certificates of Appreciation/Recognition. (Commission approval required). (To be read at a subsequent meeting). None.

CA.5. Notification of Proclamations/Certificates of Recognition issued:

- 2019-01CR: 100th Birthday of Margaret Coomes McDonald

CA.6. Updated task tracking list. (J. Regan, City Manager).

CA.7. Notification of the State required evaluation of the City's Comprehensive Plan. (D. Birchim, Director, Planning and Building).

CA.8. Invoice in the amount of \$7,700.00 dated December 1, 2018 from Cavendish Partners, P.A. for legal services regarding the Seavin, Inc. v. City of St. Augustine matter. (I. Lopez, City Attorney).

Invoice in the amount of \$2,044.00 dated December 26, 2018 from Cavendish Partners, P.A. for legal services regarding the Seavin, Inc. v. City of St. Augustine matter. (I. Lopez, City Attorney).

Invoice in the amount of \$3,461.43 dated December 26, 2018 from Cavendish Partners, P.A. for legal services regarding the Marlowe v. City of St. Augustine matter. (I. Lopez, City Attorney).

6. Appeals.

6.A. Appeal of an approval by the Planning and Zoning Board to remove one Southern Red Cedar Tree at 61 Lighthouse Avenue.

¹ Written comments attached to original minutes.

David Birchim, Planning and Building Director, reviewed the history of trees located on the property, specifically the Southern Red Cedar tree in the public right of way the owner would like to remove. He said the Planning and Zoning Board conducted three Public Hearings regarding tree removal on the property and approved the removal of the tree that was the subject of the appeal.

Isabelle Lopez, City Attorney, reminded Commissioners of the procedures for the appeal.²

Commissioners disclosed ex parte'.

Public Comment was opened and Commissioners heard from the following in favor of the tree removal:

- Edward Mussallem
- Marcia Mussallem Byles
- Charles Pappas

The following were opposed of the tree removal:

- Ed Slavin
- BJ Kaladi

Public Comment was closed.

Chad Smith, the Appellant, felt that the tree could remain if the property owner changed the angle of the proposed driveway. He said removal of the tree would affect the tree canopy reaching over Lighthouse Avenue. He asked that the City Commission rescind the approval of the Planning and Zoning Board (PZB) to allow removal of the tree in the public right of way.

Edward and Laura Byles, the property owners, showed the site plan for the proposed tree removal and future home. Mr. Byles advised that they chose to build a three story house with a smaller footprint, as opposed to a one story house with a

large footprint, which enabled them to keep more trees on the property. He said they had worked with PZB to fulfill any and all requirements that were expected.

Mr. Byles continued that the Southern Red Cedar tree obstructed the view of oncoming traffic on Lighthouse Avenue, which was a safety concern for entry and exit to the proposed home and for his young family.

Commissioner Sikes-Kline asked for clarification from Mr. Birchim about the process that was followed regarding the tree in the right of way.

Mr. Birchim noted the original application did not include the tree in the right of way. He said that PZB was made aware before the first hearing about the tree in the right of way that the Byles wished to remove. He said that PZB re-advertised for the removal of that tree, which was done and led to the second and third hearings, where the tree removal was considered.

Mr. Birchim continued that normally a preserved category tree had to be removed by the City on public property and the City would apply for the permit; however, because the property owner was doing it in conjunction with a right of way permit for construction of the new home, he was considered the applicant, the City remained the owner, and it was re-advertised for the PZB.

After a brief discussion, Commissioners felt they should support the PZB's decision.

MOTION

Commissioner Sikes-Kline MOVED to deny the appeal of the Planning and Zoning Board action regarding the removal of one Southern Red Cedar tree in the right of way at 61 Lighthouse Avenue. The motion was SECONDED by Commissioner Valdes and APPROVED BY UNANIMOUS VOICE VOTE.

² Included with Agenda packet.

7. General Public Presentations and Items of Great Public Importance. (10 minutes per presentation)

7.A. General Public Presentations

(None)

7.B. Items of Great Public Importance

7.B.1. Program update for the ongoing Resiliency, Adaptation and Sustainability Program.

Mike Cullum, Public Works Director, gave a PowerPoint presentation. He spoke about the many projects the City had accomplished and projects that were in progress.

Commissioner Sikes-Kline requested staff to compile recommendations that could move the City's Adaptation Action Plan forward.

Mayor Shaver said the Adaptation Plan needed to be tailored specifically for the City and asked that the topic be added to the Action Item list and a workshop scheduled.

Mr. Cullum said that a continuing part of the Resiliency, Adaptation and Sustainability Program was how the City accomplished tasks and its inclusion in the Strategic and Comprehensive Plans.

7.B.2. Discussion of potential Coquina Avenue land acquisition.

Mr. Cullum presented a PowerPoint regarding 91 and 93 Coquina Avenue in the south Davis Shores area, focusing on sunny day flooding, and an area of the City that had no parks.

Mr. Cullum said that the City had no legal access to the Coquina Ditch Outfall, which the property acquisition would allow. He noted that would enable the City to maintain pipes downstream and for installation of tide check valves. He said

that would solve high tide and nor'easter flooding for the properties upstream from Coquina Avenue.

Mayor Shaver clarified that the plan would also mitigate flooding to the 1½ to 2 foot level of sea level rise, and would also stop nuisance flooding at a higher sea level.

Mr. Cullum continued that on the recreational side, the acquisition would provide for a passive park with a prime marsh front vista.

Commissioners discussed sea level rise, flooding, and the benefits of a community park.

Public Comment was opened and Commissioners heard from the following in favor of purchasing the property:

- Todd Neville
- Heather Call
- Karen Fluman
- Noel Barnwell
- Parrish Jones
- Jon Hodgins
- William Flaman
- Amy Gibbs
- Martha "Tica" Walley
- Susan Hill
- Maureen Long
- Marilyn Butts
- Carolyn Smith
- Jill Nicolino
- Jimmy Smith

The following were opposed to the purchase:

- Ed Slavin
- BJ Kalaidi¹

Deborah Leonard said that she was also bidding for the property and, if she purchased it, would allow the City any easements necessary.

Peter Starr supported Ms. Leonard's purchase.

Public Comment was closed.

Commissioner Sikes-Kline stated she had many calls and emails in support of the purchase and one against. She noted the City's track record with purchasing property in Public Trust had been very good. She felt there was a strong possibility that the purchase of the property could be reimbursed through the Public Assistance Hazard Mitigation Grant for land acquisition through FEMA.

Commissioner Sikes-Kline continued that she had done her due diligence and studied the City's Comprehensive Plan. She said there were elements in the Stormwater Management (SWM) section of the Plan which contained guidance for the proposal before the Commission as follows:

- SWM Policy 1.1.3 Management Improvements
- Conservation and Coastal Management Goal (CCM) to prevent loss of life and damage to property
- CCM 4.8 Additional means of protection
- CCM Objective 10 Post-disaster redevelopment plan
- CCM10.1.2 Floodplain management
- Recreations and Open Space (ROS) 2 Safe public access to recreation sites
- ROS 2.2 Provide future parks and recreation facilities
- Capital Improvements (CI) 1.1.e Consider the use of revolving funds to finance capital improvements and property acquisition³

Commissioner Freeman said she had done extensive research on property values and there were studies/published articles that show the proximity to open space or public parks increased neighborhood values.

Commissioner Valdes felt, after listening to all the comments heard, that the property

was worth preserving and he saw no downside to purchasing the property

Commissioner Horvath said she was not sure that the purchase was the best use of taxpayer dollars; however, after hearing comments and walking the south Davis Shores neighborhood after the storms, she was in favor and supported the endeavor.

Mayor Shaver said she had a conservative financial perspective to the acquisition; however, after listening to constituents, she was in favor of moving forward.

MOTION

Commissioner Freeman MOVED to authorize the City Manager to negotiate pursuant to what was outlined and was contingent upon due diligence, including a survey and an appraisal. The motion was SECONDED by Mayor Shaver.

VOTE ON MOTION

**AYES: Freeman, Shaver, Valdes, Horvath, Sikes-Kline
MOTION APPROVED UNANIMOUSLY⁴**

C. Other Items Requiring Public Hearing

7.C.1. Development Agreement: A Development Agreement providing the City's responsibilities for the construction of water, sanitary sewer, stormwater and associated roadway infrastructure upon the annexation of a 20-acre property on Arapahoe Avenue and Diesel Road.

David Birchim, Planning and Building Director, provided details for the proposed Development Agreement. He said it was a voluntary annexation, which the City had accepted. He also said the Development Agreement clarified the property owner and the City's responsibilities for the construction of water, sanitary sewer,

³ Complete Comprehensive Plan Policy sections attached to original minutes.

⁴ There was a brief recess from 8:15 to 8:31 p.m.

stormwater and associated roadway infrastructure.

Public Hearing was opened and Commissioners heard from the following.

- BJ Kalaidi¹
- Ed Slavin

Public Hearing was closed.

MOTION

Commissioner Sikes-Kline MOVED to pass the annexation and Development Agreement for the Shipyards property on Arapaho Avenue, with second Public Hearing scheduled for January 28, 2019. The motion was SECONDED by Commissioner Valdes and APPROVED BY UNANIMOUS VOICE VOTE.

8. Ordinances and Resolutions – Public Hearing Required.

8.A. Ordinances – First Reading

(None)

8.B. Ordinances - Second Reading

(None)

8.C. Resolutions

(None)

9. Ordinances and Resolutions - No Public Hearing Required

9.A. Ordinances – First Reading

9.A.1. Ordinance 2019-01: Amends, updates or repeals multiple sections of the City's Animal Code, Chapter 5.

John Cary, Assistant City Attorney, presented Ordinance 2019-01. He noted that currently pigs were banned within City Limits, and the Ordinance would allow pigs that were household pets. He said it would be limited to four per property cared for by the owner and fenced in.

Mr. Cary continued that the Planning and Zoning Board reviewed the Ordinance and recommended to pass the Ordinance but limited pigs to one 50 pound pig. He said he researched household pigs and most were above 50 pounds, and Ordinance 2019-01 limited them to 120 pounds.

Ms. Lopez added that typical potbellied pigs ranged from 90 to 150 pounds.

Mr. Cary spoke about three other changes in the Ordinance:

- Limits grazing animals and roosters to distinct zoning categories – open land and government use (excluding other domestic fowl)
- Eliminates stables as a permitted use in CL-1 zoning
- Allows fishing in Maria Sanchez Lake

MOTION

Commissioner Freeman MOVED to place Ordinance 2019-01 on first reading, read by title only and passed. The motion was SECONDED by Mayor Shaver.

Isabelle Lopez read the title as follows:

ORDINANCE NO. 2019-01

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 5, ARTICLES I AND II, OF THE CODE OF THE CITY OF ST. AUGUSTINE; REPEALING CHAPTER 5, ARTICLE III OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR FINDINGS AND INTENT; PROVIDING DEFINITIONS; PROVIDING FOR APPLICABILITY AND PENALTIES; PROVIDING PROHIBITIONS ON CERTAIN ANIMALS; PROVIDING REQUIREMENTS FOR KEEPING ANIMALS; ALLOWING PIGS WITHIN THE CITY AS HOUSEHOLD PETS; PROVIDING MINOR AND TECHNICAL CHANGES TO THE ANIMAL CODE; REPEALING PROVISIONS THAT CONFLICT WITH AN INTERLOCAL

AGREEMENT; REPEALING THE DOG AND CAT PET REGISTRATION PROGRAMS; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; REPEALING SECTION 5-139 OF THE CODE OF THE CITY OF ST. AUGUSTINE, TO REMOVE A PROVISION PROHIBITING FISHING IN MARIA SANCHEZ LAKE; AMENDING SECTION 28-206 OF THE CODE OF THE CITY OF ST. AUGUSTINE TO ELIMINATE STABLES AS A PERMITTED USE IN ZONING CATEGORY CL-1; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON MOTION

AYES: Horvath, Shaver, Valdes,
Freeman, Sikes-Kline

NAYES: None

MOTION APPROVED UNANIMOUSLY

9.B. Resolutions

(None)

10. Staff Reports and Presentations

10.A. Financial update for period ending December 31, 2018 and presentation of Moody's credit rating upgrade for the City's water and sewer fund.

Carl LeFleur, Financial Services Deputy Director, provided an update of the City's financial status.

Jay Glover, PFM Financial Advisors LLC, gave a PowerPoint presentation regarding the City's Credit Rating. He noted an increase in the rating from Standard and Poors from A+ to AA+, and from Moody's Investors Service a rating of Aa2, with an increase in water and sewer credit rating from A1 to Aa3.⁵

⁵ PowerPoint included in Agenda packet.

10.B. Discussion regarding how various Florida communities regulate vacation rentals.

Mr. Birchim reported how other communities handled vacation rentals, including a comparison table from seven Florida cities.

Mayor Shaver said she received many inquiries regarding short term rentals and suggested holding community round tables for short term rental owners.

Commissioner Sikes-Kline received a letter from AirBnB offering ideas for hosts and she felt asking him to attend City Commission meeting could be beneficial.

Commissioner Freeman requested Dennis Hollingsworth, the St. Johns County Tax Collector, could also be invited to speak to the Commission.

11. ITEMS BY CITY ATTORNEY

11.A. Sunshine, Public Records and Ethics Minute.

No presentation made, provided by the City Attorney's Office for information purposes.

11.B. Update on the Wendler v COSA matter.

Ms. Lopez reported that on January 11, 2019 Judge Maltz signed the final judgment taxing costs against the plaintiffs, the Wendler's, for \$64,333.78.

12. ITEMS BY CITY CLERK

12.A. Request for appointment to Code Enforcement Adjustment and Appeals Board.

Darlene Galambos received two applicants to fill one vacancy on the Code Enforcement Adjustment and Appeals Board.

MOTION

Commissioner Freeman **MOVED** to appoint Thomas Day to the Code Enforcement Adjustment and Appeals Board. The motion was **SECONDED** by Commissioner Sikes-Kline and **APPROVED BY UNANIMOUS VOICE VOTE.**

12.B. Review of Commission assignments to intergovernmental boards.

Ms. Galambos said included with the Agenda packet was a current list of Commission Assignments to Intergovernmental Boards. She noted that after an election discussion was held regarding Commissioners interest in serving on a particular board.

After a brief discussion, Commissioners decided to review the list and revisit the item during the January 28th meeting.

12.C. Schedule meeting date for Strategic Planning Workshop.

Ms. Galambos provided Commissioners with dates for a Strategic Plan Workshop meeting.

Commissioners agreed on February 6, 2019 from 9:00 a.m. to 12:00 p.m.

13. ITEMS BY CITY MANAGER

(None)

14. Items by Mayor and Commissioners

Commissioner Sikes-Kline said she read in a newspaper that St. Francis House was reducing the number of beds and asked for a status update. She also asked for an update on the wheelchair implementation at the Visitors Information Center, and Fish Island.

Mayor Shaver requested an update on franchised street vehicles.

15. Adjournment

There being no further business, the meeting was adjourned at 9:47 P.M.⁶

Nancy Shaver, MAYOR

Darlene Galambos, CITY CLERK

⁶ Transcribed by Robin DiAngelis

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, City Manager

RE: Nomination for the 2019 Adelaide Sanchez Award
for Historic Preservation, Restoration, Education and Interpretation

DATE: February 1, 2019

I am honored to nominate David Nolan for the Adelaide Sanchez award for Education and Interpretation.

In accordance with the process proscribed in Resolution 2017-08, I ask that this nomination be placed on the agenda for the February 11 City Commission meeting for consideration and the presentation be scheduled for the first meeting in May, 2019.

Thank you,



Nancy Shaver
Mayor

DAVID NOLAN

David Nolan was born in Cambridge, Massachusetts in 1946, the son of journalist Joseph T. Nolan and his artist wife Virginia.

He attended public schools in Bayside, New York and Waterbury, Connecticut, studied at the University of Virginia and was active in the American Civil Rights Movement of the 1960s.

Since 1977 he has made his home in St. Augustine, Florida, known as the "nation's oldest city." From 1978-1980 he worked on the first official survey of old buildings in the Ancient City.

His first book, *Fifty Feet in Paradise: The Booming of Florida*, dealing with the booms and busts in the state's colorful real estate history, was published by Harcourt Brace Jovanovich in 1984, and he received the annual author's award from the Council for Florida Libraries.

He was a contributor to a literary tour guide of the state called *The Book Lover's Guide to Florida* that was published by Pineapple Press in 1992.

In 1995 he collaborated with artist Jean Ellen Fitzpatrick and photographer Ken Barrett to produce *The Houses of St. Augustine*, which has become the bestselling book about the Ancient City and its historic buildings.

He was a founder in 2002 of ACCORD (an acronym for "Anniversary to Commemorate the Civil Rights Demonstrations"), a group designed to honor the participants in the St. Augustine movement during the Civil Rights Movement. Demonstrations in St. Augustine in 1963 and 1964 led by Dr. Robert Hayling and Dr. Martin Luther King, Jr. resulted in the passage of the landmark Civil Rights Act of 1964, one of the two great legislative accomplishments of the movement. ACCORD has launched a permanently marked Freedom Trail of historic sites of the civil rights movement that has gained international publicity.¹

During Black History Month in 2009, he received the Governor's Points of Light Award for outstanding community service.

On July 2, 2009, the 45th anniversary of the signing of the Civil Rights Act of 1964, he received the President's Volunteer Service Award from Barack Obama.

He has served as president of the Marjorie Kinnan Rawlings Society and trustee of the Fort Mose Historical Society.

He is a lecturer on historic, architectural, and literary subjects.

ITEM CA.7.
Grant Acceptance

CITY OF ST. AUGUSTINE

M E M O R A N D U M

TO: John Regan, City Manager

DATE: January 28, 2019

RE: Agenda Request – FEMA Assistance to Firefighter's Grant

As you are aware, the fire department applied for a grant under the Department of Homeland Security Assistance to Firefighters Grant Program in 2017. We were notified that his grant was approved for the amount of \$42,000.00, however the total grant purchase will only be \$40,195.60. The City's share of this award would be 5% or \$2,009.78

This grant will allow the fire department to purchase wireless headsets for all of our personnel which will improve communications and safety in emergency responses as well as reduce the risk of hearing loss to our firefighters.

If this meets with your approval, please place this on the City Commission Agenda for the Monday, February 11th, 2019 meeting.

Please call me if you have any questions or concerns.

Respectfully,



Carlos Aviles
Fire Chief

xc: Darlene Galambos, City Clerk

ITEM CA.8.
Dockage Agreement

DOCKAGE AGREEMENT

This Dockage Agreement is executed this _____, between the **CITY OF ST. AUGUSTINE, FLORIDA** ("City") and **SANTA MARIA** ("Vessel Owner").

WHEREAS, the Vessel Owner owns and operates the vessel "Santa Maria".

WHEREAS, the Vessel Owner provides staffed cultural and educational tours of the tall ship Santa Maria at ports of call throughout the western hemisphere; and

WHEREAS, the Vessel Owner owns and operates other historical replica Spanish tall ships from its European homeport of Seville, Spain; and

WHEREAS, the Vessel Owner wishes to provide a North American homeport for the vessel Santa Maria; and

WHEREAS, the availability of Spanish historical replica tall ships at the City Marina enhances the cultural and educational experience of the nation's oldest continuously occupied city and its rich maritime history; and

WHEREAS, the City owns, controls and operates as an Enterprise Fund structures in and around the waterways of the City of St. Augustine consisting of mooring fields, a marina and appurtenances collectively referred to as the "City Marina;" and

WHEREAS, Section 7-53 of the Ordinances of the City of St. Augustine reserves to the City Commission the authority to enter into a contract for dockage of vessels at the City Marina pursuant to such terms as are reasonable under the circumstances;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein, and in further consideration of the sum of One and

No/100 (\$1.00) Dollar, the receipt of which is hereby acknowledged by the City, the parties agree as follows:

1. **Grant of Dockage.** There is hereby granted by the City to the Vessel Owner the privilege of dockage and operation at the City Marina, subject, however, to the terms and conditions herein set forth.

2. **Term.** The Term of this Dockage Agreement shall commence upon April 17th, 2019 and shall continue until and including May 5th, 2019 ("Term"). This Dockage Agreement may be renewed at the end of the Term provided herein, if agreed to in writing by the parties, contingent upon Vessel Owner's adherence to the terms of this Dockage Agreement, including the payment of all Dockage Fees, and under such terms and conditions as the City may provide.

3. **Condition of Dockage.** Vessel Owner agrees to dock and operate one Spanish historical replica tall ships pursuant to this Dockage Agreement and applicable ordinances and in strict compliance with the following provisions, which, it is understood and agreed, are material and go to the essence of this Dockage Agreement:

(a) Vessel Owner at all times shall comply with all provisions of the Dockage Agreement.

(b) Vessel Owner at all times shall maintain a current business license, if applicable.

(c) Vessel Owner shall operate its business strictly in accordance with all applicable ordinances and regulations of the City, as from time to time amended, including, but not limited to, all ordinances and regulations of the City regulating signs and signage.

(d) Vessel Owner shall endeavor to provide the City Marina with a minimum of three (3) months' notice in advance of a vessel's arrival for any dockage at the City Marina in order to allow the City a reasonable time to identify and reserve a berth for the ship and to prepare the City Marina for the arrival and dockage. The City shall make every reasonable effort to accommodate the dockage but shall retain final authority on the availability of dockage berths. The Vessel Owner shall make its tall ship(s) available for commercial income generating uses as described in this Dockage Agreement while docked at the City Marina.

(e) Vessel Owner shall not dock or operate more than one (1) tall ship at the City Marina at any one time, unless so authorized in advance by the City Manager and City Harbormaster pursuant to this Dockage Agreement.

(f) Vessel Owner shall be responsible for permitting and erecting removable gangway for safe pedestrian access from the City Marina dock to the vessel(s). The design, size, materials and location of this structure must be approved by the City, the United States Coast Guard and any other permitting agency prior to engaging in any commercial activity at the City Marina. This structure must be removed and stored at Vessel Owner's expense when the vessel(s) is not docked at the City Marina. In addition, Vessel Owner may use a portion of the dock area adjacent to the vessel for boarding ticket sales and related operations provided such area, including the gangway structure, does not exceed fifty percent (50%) of the width of the dock, provided that the gangway assembly and any associated ticket sales and related operations do not impede the use of the dock by pedestrians, City Marina personnel or vessels using the vessel docking slip opposite and/or adjacent to the slip occupied by the Owner's Vessel and provided that the

gangway and associated ticket sales and related operations otherwise do not prevent the rental of the vessel docking slip opposite and/or adjacent to the slip occupied by the Owner's Vessel. In the event the gangway or the associated ticket sales and related operations of the Owner's Vessel prevent the rental of the vessel slips located opposite and/or adjacent to the slip occupied by the Owner's Vessel, the Vessel Owner agrees to compensate the City for all rental losses thereby incurred by the City.

(g) Vessel Owner must obtain the City Harbormaster's approval of a storm event evacuation plan for each of its vessels docked at the City Marina during the Atlantic hurricane season. Vessel Owner acknowledges and agrees to abide by any evacuation or life safety order issued by the City Harbormaster.

4. Dockage Fee. Vessel Owner shall pay to the City each of the following four (4) dockage, use and operation fees for each vessel docked at the City Marina:

(a) Vessel Owner shall pay to the City the greater of 1) ten percent (10%) of the net revenues of ticket sales for each visiting vessel docked at the City Marina or 2) the standard vessel slip rental fee charged by the City Marina for vessels of the size and length of the Vessel Owner's replica tall ship(s). The vessel slip rental fee for one (1) vessel as of the date of this Dockage Agreements is \$3683.53 per month for 142 feet of required dockage. Dockage includes an additional 42' feet which occupies slip #114. This is requested by the owner for a favorable location at the Marina. The total dockage is \$25.94 per foot or a pro-rated amount of \$122.79 per day. The slip rental fee does not include electrical service which shall constitute extra charges if provided to the vessel(s). The total cost of any conversion from European electrical standards to United States

standards shall be the responsibility of Vessel Owner. In the event two (2) or more vessels dock at one time, a dockage fee shall be due from each vessel at the rates established in this paragraph 4. Net revenues shall be defined as the amount of gross ticket sales less applicable sales taxes and brokerage commissions on ticket sales. All ticket sales shall be conducted by an established ticket broker agreeable to the parties. The agreement with the ticket broker shall include express language allowing the audit of the broker's records for the purpose of verifying the gross sales, sales taxes and brokerage commissions.

(b) Vessel Owner shall pay to the City fifteen percent (15%) of the facility fee for private events conducted aboard any vessel owned by the Vessel Owner while docked at the City Marina. As of the date of this Dockage Agreement, the parties agree that the facility fee is \$5,000.00. The parties further agree that the parties may modify the facility fee by subsequent mutual agreement.

(c) The City reserves the right to conduct events on the vessel(s). The fee associated with these events shall be sixty (60%) percent of the facility fee for such events. These payments shall be deducted from the amount to be paid monthly by the Vessel Owner as described in paragraph 4(a), above. As of the date of this Dockage Agreement, the parties agree that the facility fee is \$5,000.00. The parties further agree that the parties may modify the facility fee by subsequent mutual agreement.

(d) The City shall receive fifty percent (50%) of the net revenues of the sale of Santa Maria merchandise, including, but not limited to, clothing and souvenir items sold at City owned or operated points of sale. The City and the Vessel Owner shall agree, in writing, prior to the commencement of any sales activity, as to the methodology for determining net proceeds.

(e) Vessel Owner shall pay the Dockage Fee to the City monthly on the fifteenth day of each month following docking at the City Marina. Vessel Owner shall include with each monthly payment a report showing revenues for each category of fees, (a) through (d) hereinabove, for the prior month. In addition, the City shall have access at all reasonable hours to all of Vessel Owner's accounting, financial and statistical customer records relating to the terms of the Dockage Fee. The City may conduct an audit of any Vessel Owner's records for the purpose of determining accuracy of the gross and net sales and rental fees reported by Vessel Owner.

(f) Vessel Owner is responsible for obtaining all State of Florida licensing and insurance required for catered and alcoholic beverage service events aboard its vessel(s).

5. Damage to Marina Facilities. The parties acknowledge that the dimensions and displacement of the Owner's Vessel can damage Marina docking facilities. The parties expressly agree that the Vessel Owner shall be fully and financially responsible for all damage to the City Marina facilities arising out of or caused by the dockage of the Owner's Vessel(s), excluding, to the extent allowed by law, any damage caused by the negligent or intentional acts or omissions of the City. This provision shall not serve to waive the sovereign immunity of the City of St. Augustine or to extend or expand the limits of any statutory waiver of the statutory immunity regarding the negligent acts or omissions of the City of St. Augustine.

6. Indemnification. To the fullest extent permitted by law, Vessel Owner shall, at its own expense, defend, indemnify and hold harmless the City, its officers and

employees from and against any and all claims, damages, penalties, losses, expenses or judgments arising from injury or death to any person, property or environmental damage arising from any negligent or intentional act or omission of Vessel Owner, its officers, agents, servants or employees, except to the extent that such injury, death, property or environmental damage results from the negligent or intentional acts or omissions of the City, its officers, agents, contractors, subcontractors and employees. Vessel Owner will, at its own cost and expense, defend any and all such suits, actions or claims, whether just or unjust, which may be brought against the City, its officers, agents and employees or in which it or they may be impleaded with others. Such obligation of indemnity and defense shall not be construed to negate nor abridge any other right of indemnification or contribution which may benefit either Vessel Owner or the CITY. **This indemnification provision shall survive the expiration or termination of this Agreement.**

7. Insurance.

(a) Vessel Owner shall procure and maintain commercial general liability insurance, contractual and products liability insurance, insuring itself and the City for Vessel Owner's negligent acts or omissions during the time that it has rights under this Agreement against liability for claims arising out of its negligent acts or omissions in the use of the Premises, including One Million Dollars (\$1,000,000.00) combined single limit commercial general liability, including contractual liability, and Five Million Dollars (\$5,000,000.00) aggregate liability. The certificate of insurance evidencing such coverage must state, in language substantially either: 1) "the policy has been endorsed to name the City of St. Augustine as an Additional Insured" and a copy of the endorsement must come to the City of St. Augustine with the certificate, or 2) "the policy already includes an

endorsement such as the General Liability Expansion Endorsement, by which the City of St. Augustine is, in fact, automatically made an additional insured.” A Certificate which merely has a box checked under “Additional Insured,” or the like, or which merely states the City of St. Augustine is named as an Additional Insured, will not be acceptable.

(b) If the Vessel Owner provides sales, service and consumption of alcoholic beverages, the Vessel Owner shall provide liquor liability insurance naming the City as Additional Insured with respect to the negligent acts or omissions of said Vessel Owner. A copy of the certificate of insurance shall be provided to City.

(c) The City shall be named as an Additional Insured in all such policies with respect to the negligent acts or omissions of Vessel Owner.

(d) Vessel Owner will provide evidence of Workers’ Compensation Insurance to the extent required by Florida law covering any applicable Vessel Owner employees.

(e) Vessel Owner will furnish certificates of insurance indicating that it has provided the coverage required herein a minimum of seven (7) days prior to the start of the Term. The City shall refuse immediately continued rental of the vessel dockage if Vessel Owner does not purchase the required insurance or if the certificates of insurance are not received a minimum of seven (7) days prior to the commencement of the Term.

(f) All certificates of insurance shall provide that they may not be canceled without thirty (30) days prior written notice to City.

(g) All insurance required by this Agreement shall be placed with insurers licensed to do business in the State of Florida and acceptable to the City. Such acceptance shall not be unreasonably withheld.

(h) In the event Vessel Owner provides the insurance required herein by means of a claims made, rather than an occurrence policy, the insurer shall provide the City with the retroactive date of the policy, which may not be later than the first day Vessel Owner commences use of the Premises, as well as an "extended reporting period endorsement" which shall extend the time within which claims may be submitted to a period ending four (4) years from the last date of use of the vessel dockage by Vessel Owner.

(i) Vessel Owner shall be responsible for all work performed by its subcontractors or anyone hired or employed by Vessel Owner to perform services or provide supplies. All subcontractors of Vessel Owner shall provide public liability insurance in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limit for bodily injury and general liability and Four Hundred Thousand Dollars (\$400,000.00) property damage per incident, naming the City of St. Augustine as an additional insured with respect to the subcontractors' negligent acts or omissions and workers' compensation insurance. A copy of the certificates of insurance must be on file at the Administrative Offices of the City of St. Augustine. The certificates must provide thirty (30) days written notice to the City of termination of insurance from the insurance company or agent. The CITY shall prohibit the Vessel Owner subcontractor's access to the vessel dockage if the certificates are not on file.

8. Assignment. Vessel Owner shall not, under any circumstances, assign any of its rights pursuant to this Dockage Agreement except in accordance with written agreement of the City. Notwithstanding, Vessel Owner may change the name of its corporate entity, so long as such name change does not substantially alter the terms and

conditions of this Dockage Agreement, and notice of the successor named entity is sent to the City within ten days of the name change.

9. **Modifications.** Modifications of the provisions of this Dockage Agreement shall not be valid unless reduced to writing and executed by each party hereto.

10. **Termination.** Either party may terminate this Dockage Agreement for convenience and without cause by sending the other party advanced written notice received no later than thirty (30) days in advance of the date of termination.

11. **Choice of Law.** This Dockage Agreement shall be governed by the ordinances of the City of St. Augustine and the laws of the State of Florida and the United States of America. All terms and words used herein shall be given their ordinary meaning, in the American English language.

12. **Personal Jurisdiction; Venue.**

(a) **Personal Jurisdiction.** The parties agree that each shall submit to the personal jurisdiction of a court of competent jurisdiction located in St. Johns County, Florida for the resolution of any dispute regarding the interpretation or enforcement of any provision of this Agreement.

(b) **Venue.** Each party agrees that any action, controversy or cause of action arising out of the terms of this Agreement shall be brought in a court of competent jurisdiction in St. Johns County, Florida, regardless of the place of execution of the Agreement, and each party hereby waives any right to require that any action to enforce

this Agreement be brought in any other jurisdiction or venue. No consideration shall be given to Florida's conflict of laws rules.

13. User License Agreement. This Dockage Agreement is supplemental and in addition to the St. Augustine Municipal Marina User License Agreement required by the City Marina for all vessels. The parties agree to incorporate the User License Agreement executed by the City and the Vessel Owner with this Dockage Agreement as Exhibit "A," attached hereto. All provisions of the User License Agreement shall be in full force and effect unless a term is specifically superseded by the terms of this Dockage Agreement. The Vessel Owner hereby agrees to adhere to all terms described in the User License Agreement unless any such term is superseded by the terms of this Dockage Agreement.

14. Notices. Any notices called for hereunder that are required to be delivered to City shall be mailed to City, postage prepaid, at the following address:

**John P. Regan
City Manager
City of St. Augustine
P.O. Box 210
St. Augustine, Florida 32085
United States of America**

For purposes of any notices or correspondence to Vessel Owner, City shall mail same, postage prepaid, to the following address:

**Eduardo Almagro Blanco
General Manager
Santa Maria
C/Progreso 20, 2° A
41013, Sevilla
Spain**

15. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and no amendment or modification to this document shall be effective unless made in writing and signed by all parties. No other agreements, representations or promises shall be binding on the parties except those agreements, representations and promises contained herein or in some future writing signed by the parties making such agreements, representations or promises. The parties expressly acknowledge and agree that they have neither made nor relied on any promise or representation except those expressly set forth in this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, the day and year hereinabove set forth.

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

By: _____
Nancy E. Shaver, Mayor

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Witness

Printed Name: _____

Witness

Printed Name: _____

SANTA MARIA

By: _____
Eduardo Almagro Blanco
General Manager

Approved as to Form, Content
and Legal Sufficiency:

Isabelle C. Lopez, City Attorney



St. Augustine Municipal Marina User License Agreement



OWNER INFORMATION			
OWNER'S NAME (PLEASE PRINT)		VESSEL REGISTRATION #	
STREET ADDRESS	CITY	STATE	ZIP CODE
HOME TELEPHONE	BUSINESS TELEPHONE	CELLULAR TELEPHONE	E-MAIL ADDRESS
EMERGENCY CONTACT INFORMATION			
EMERGENCY CONTACT NAME		EMERGENCY CONTACT TELEPHONE NUMBER	
VESSEL INFORMATION			
VESSEL NAME		VESSEL REGISTRATION/DOCUMENTATION NUMBER	
LENGTH (INCLUDING BOW SPRIT, DAVITS, ETC.)	VESSEL MAKE	INDICATE ON DIAGRAM BELOW THE LOCATION OF YOUR HOLDING TANK DECK FITTING(S) 	
BEAM	VESSEL COLOR		
DRAFT	VESSEL YEAR		
AMPERAGE ☐ 30 ☐ 50 ☐ 100	VESSEL TYPE ☐ Power ☐ Sail		
DINGHY INFORMATION			
DINGHY DOCKAGE ☐ Yes ☐ No	DINGHY REGISTRATION NUMBER	DINGHY LENGTH (MAXIMUM 12')	DINGHY TYPE

By signing below I acknowledge that I am the Owner or that I am the Authorized Agent or Representative of the Owner for the vessel described above and that the Owner and I shall be responsible for compliance with all terms and conditions as stated in the current "St. Augustine Municipal Marina User License Agreement" including, but not limited to, all associated dockage and mooring fees, insurance requirement of \$300,000 general liability insurance including salvage/environmental cleanup and maintaining vessel operability.

I acknowledge that I have read the entire St. Augustine Municipal Marina User Agreement, fully understand all of the terms contained in that document, ratify and do accept the terms and provisions of the Agreement and agree to be bound by those terms.

I agree to abide by all of the terms and conditions of the "St. Augustine Municipal Marina User License Agreement." The User License Agreement includes policies which may be changed without notice. I further acknowledge and understand that it is my responsibility to obtain and follow said policies as stated in the latest issue of same. I understand that a current copy of the "St. Augustine Marina User License Agreement" is available from the Municipal Marina Office or at www.staugustinemarina.com on a daily basis.

Please Note: Florida has a very broad Public Records Law. Unless specifically exempt by state law, written communications to city officials or staff regarding official city business are public records available to the public and media upon request. The executed Municipal Marina "User License Agreement", insurance records and Municipal Marina electronic records (excluding credit card information) are considered official government business. Therefore it may be subject to public disclosure.

Mooring Customers: Due to local conditions, there may be periods of opposing winds and tidal currents. When these conditions are present, the mooring ball and ground tackle may come in contact with the vessel. The City of St. Augustine is not responsible for any damages or failures resulting when these conditions are present.

LICENSEE SIGNATURE _____

DATE _____

MARINA USE ONLY			
SLIP/MOORING ASSIGNMENT	DURATION ☐ Hourly ☐ Daily ☐ Weekly ☐ Monthly	CABLE TV ☐ Yes ☐ No	
DATE OF ARRIVAL / /	TIME OF ARRIVAL ☐ AM ☐ PM	DATE OF DEPARTED / /	TIME OF DEPARTURE ☐ AM ☐ PM



INVOICE / DAYS	INVOICE / DAYS	INVOICE / DAYS	INVOICE / DAYS
/	/	/	/
/	/	/	/

Marina Attendant: _____

USER LICENSE AGREEMENT: This agreement is made and entered into on this date between the City of St. Augustine (the "City" or "Marina") and the person whose name and address is shown as Owner (the "Licensee") on the Customer Information Form and is an Admiralty and Maritime Ship/Space Rental Agreement under the General Maritime Laws, Statutes and Codes of the United States of America. Licensee agrees to provide written notice of any change in any of the information furnished by the Licensee within ten (10) days of such change. If a new User License Agreement is not completed by the Licensee within the 10 days provided, the terms and conditions of the existing User License Agreement shall stay in effect including any revisions or updates. The requirement and provision for \$300,000 General Marine Liability insurance coverage naming "The City of St. Augustine" as additional insured shall also remain in effect.

This agreement does not create a bailment of the vessel nor do the parties intend to create a bailment of the vessel. This agreement is merely for the renting of a mooring space by vessel Licensee for his/her vessel. There is neither temporary nor permanent dominion nor control exercised over said vessel by City, but said control is to remain in vessel Licensee at all times. This agreement is for the use of space only and such space is to be used at the sole risk of Licensee. The City shall not be liable for the care or protection of the boat, including her gear, equipment and appurtenances at any time. This agreement creates a license for rental of a mooring ball or dock space by the Licensee for a specific vessel at the Licensee's sole risk. This agreement creates neither temporary or permanent domain nor any control exercised over said vessel by the Marina, but said control shall remain with the Licensee at all times. The Marina shall not be liable for care or protection of the vessel including any gear or equipment at any time. Licensee acknowledges that he/she has inspected the mooring ball or dock space and is satisfied that it is safe and suitable for use. Licensee further agrees that he/she has examined the Marina premises to his/her satisfaction prior to the execution of this License Agreement and is satisfied with the physical condition of the premises and agrees that the premises are in a safe condition and in good repair.

RELEASE OF LIABILITY AND INDEMNITY: Licensee, on his/her own behalf and on behalf of his/her executors, agents, heirs, personal representatives and assigns, and each of them, hereby expressly releases and forever discharges the City of St. Augustine and its agents, employees, officials and legal representatives, in both their official and individual capacities, as well as their successors and assigns (collectively referred to as the "Marina") from any and all claims, actions, demands and causes of action in law or in equity for any and all liability for loss regardless of how slight, including loss of life, or damages to person or property, including, but not limited to, damages caused by the Marina's own negligence, fire, theft, vandalism, wind storm, high or low waters, hail, rain, ice, collision or accident, any other Act of God, or the acts of third parties, where negligent or intentional. This Release of Liability and Indemnity Provisions expressly applies to property loss of any type, property damage due to fire, theft, collision or property loss of any type to the Licensee's vessel, motor, sails, furniture, equipment, tackle or appurtenances or to any property contained in or on the Licensee's vessel or on the Marina premises or to personal property of others on the vessel or the Marina premises. Licensee shall be liable to the Marina for any personal injury, loss of life or property damage caused by Licensee or on behalf of Licensee or by Licensee's agents, servants or invitees. Licensee agrees that he and his vessel shall be responsible for any damages caused to any property of the City as a result of any collision, impact or otherwise by the Licensee's vessel and the Municipal Marina. Whether the Licensee has privity and knowledge of facts, manner or negligence causing the damages of the vessel, the Licensee agrees to waive any and all rights to limitation of liability to any action brought on account of any such damages caused by the vessel. Licensee further agrees to defend, indemnify and hold the Marina harmless from any loss, cost, expense, claim or liability, including attorney's fees and costs of litigation and appeal, for any and all personal injury, loss of life and property damage related in any way to Licensee's actions or property, regardless of the Marina's negligence. The City shall not be responsible for electrical interruptions or outages or the results of damages therefrom. This paragraph shall survive the expiration or termination of this agreement.

USER LICENSE AGREEMENT CONDITIONS

As used herein, "Licensee" shall mean the vessel owner, his/her/its directors, officers, agents, guests, employees, personal representatives, heirs and assigns. "Marina" and "City" shall be used interchangeably and shall mean the City of St. Augustine and all associated uplands, docks, buildings, facilities, mooring fields or submerged land owned or leased or otherwise under the management the St. Augustine Municipal Marina or the City of St. Augustine.

"Vessel", is synonymous with boat as referenced in s. 1(b), Article VII of the Florida State Constitution and includes every description of watercraft, barge and airboat, other than a seaplane on the water, used or capable of being used as a means of transportation of water.

1. COMPLIANCE WITH LAWS:

- A. Licensee agrees that his/her use of the Marina facilities, and any use by his/her guests or other vessel occupants, will comply with all Federal, State, County and City laws and ordinances, especially those pertaining to waterways, vessels, marinas, navigation and boating.
- B. Only recreational/pleasure vessels which comply with Federal, State and local regulations concerning equipment, operation, registration and safety will be allowed to moor or dock at the Marina.

- C. Only those commercial vessels which have been approved by the City shall be allowed to dock, moor or conduct their business from the Marina facility.
- D. State and local laws and ordinances will apply to the responsible use and consumption of alcoholic beverages. Smoking is not permitted in Marina buildings.

2. PAYMENT OF FEES AND LATE PAYMENTS:

- A. Payments shall be made in advance and are due at noon on the due date of the agreement. If payment is more than ten (10) days past due, the Marina shall charge a five percent (5%) penalty. If payment is delinquent, the Licensee shall be notified by mail at the last address provided to the Marina. If total payment is not received within fifteen (15) days of the notice, the Marina shall summarily revoke this license, order the removal of the vessel and terminate this agreement as provided below.
- B. If Licensee becomes delinquent on payments, Licensee agrees to allow the Marina the right to take over the property of the Licensee and to secure that property to the space occupied or to store the property in any other location deemed appropriate by the Marina.
- C. Unless specifically authorized by the Marina, the Licensee shall not remove a vessel from the Marina until all unpaid charges have been paid.
- D. Weekly and daily payments are made in advance and are due by noon on the following due date. There is no grace period.
- E. Weekly and daily license fees can not be converted to a monthly rate.
- F. There are no refunds for any portion of unused time.

3. INSURANCE:

- A. Licensee shall be required to carry at all times \$300,000 General Marine Liability Insurance that includes salvage and environmental cleanup. The City of St. Augustine must be named as "Additional Insured".
- B. Noncompliance with this policy shall constitute an immediate revocation of the User License Agreement. At that time the vessel must vacate the city owned slip or mooring.

4. SPACE ASSIGNMENT:

- A. Any person wishing to use a mooring or dock space must contact the Marina during business hours to apply for and obtain a User License and receive a space assignment. An application must be made on a form supplied by the Marina. The Marina reserves the right to issue or deny a license to any person for any reason.
- B. Licensees with foreign-registered vessels must provide a copy of their valid United States Cruising Permit.
- C. Spaces are assigned at the sole discretion of the Marina, and assignments may be changed at any time.
- D. Space shall be assigned on a first-come, first-service basis.
- E. Vessels must be physically located within the Matanzas Harbor to receive an assignment, and then immediately proceed to occupy the space.
- F. Check-out time for moored or docked vessels is noon on the due date. Vessels still occupying the space beyond this time will be charged accordingly.

5. VESSEL PROPULSION AND LIGHTING:

- A. Only vessels with their own propulsion system capable of the use for which it was designed shall be licensed to use the Marina facilities. When designed without machine propulsion, a vessel must be capable of propulsion by sail at all times.
- B. The Licensee may be asked to prove vessel operability at any time by the Harbormaster or his designee. Should the vessel be inoperable or unable to navigate under its own power at the time of inspection, the Licensee shall be in violation of the User License Agreement. This violation of the User License Agreement shall constitute revocation of the User License Agreement and the Licensee must vacate the city owned slip or mooring.
- C. Matanzas Harbor is not exempt from the requirement of an anchor light on vessels while at anchor (Refer to 1972 COL-REGS demarcation lines for the Florida Keys).

6. VESSEL LENGTH AND RAFTING:

- A. Measurements shall be from the stem to stern as defined by Chapter 327, Florida Statutes, and also will include bow sprits, anchors, davits, dinghies or any other object, accessory or attachment protruding from the vessel.
- B. Vessels using the dinghy dock are limited to 12 feet in length, unless approved by the Harbormaster.
- C. Rafting of vessels shall be limited to one dinghy or tender (12 feet or less). Additional vessels must be approved by the Harbormaster.
- D. Mooring balls are engineered for the use of one (1) vessel. At no time shall two (2) vessels raft to each other or be attached to a single mooring ball.

7. HOLDING TANK AND PUMP-OUT REQUIREMENTS:

- A. Federal law states that untreated sewage can not be discharged in any inland and coastal waters. This means the sewage from a portable toilet or Type III holding tank cannot be discharged overboard unless you are in the ocean and more than 3 miles offshore.
- B. Vessels must comply with City, State and Federal regulations pertaining to Marine Sanitation Devices and sewage discharge at all times. Type III MSDs shall be shut-off to the outside by securing the "Y" valve in the appropriate position for onboard storage of waste. All through-hull sea cock connections must be sealed.

- C. Holding tanks can be pumped-out free of charge and long term vessels may be pumped-out at least once weekly.
 - D. Vessels must be clear of obstructions (solar panels, kayaks, jugs, etc.) which inhibit the safe approach and rafting of the pump-out vessel or impede access to the waste fitting.
8. **VESSEL INSPECTIONS:** All vessels are subject to inspection by Marina or official enforcement agency personnel at reasonable times. Inspections may be comprised of:
- A. A brief inspection that relates to the vessel's seaworthy condition, including checking the vessel's bilges for excessive accumulations of fuel or oil, and that pumping equipment is operational.
 - B. A sanitation equipment and system inspection to ensure compliance with marine sanitation requirements of City, State and Federal laws and regulations.
9. **ENVIRONMENTAL PROVISIONS:**
- A. Licensees and their vessels must comply with all City, State and Federal laws pertaining to health and pollution. Oil, spirits, flammables, oily bilges or raw sewage will not be discharged into City waters.
 - B. Licensee shall be legally and financially responsible for the environmental clean-up, recovery costs and damages related to any illegal discharge into City waters arising out of this User License Agreement at the locations of and the use by the Vessel of Marina Facilities. Costs include, but are not limited to, those expenses incurred from sinking, fuel, chemical or waste spill or any other substance or material found to be harmful or classified as a pollutant or "illegal discharge" by the United States Coast Guard or the Florida Department of Environmental Protection.
 - C. Only biodegradable and non-toxic cleansers and soaps may be used on vessels while at the Marina and in City waters. As required by Florida Department of Environmental Protection (DEP), the use of detergents containing ammonia, sodium hypochlorite, Clorox or chlorinated solvents, petroleum distillates or lye while on City waters is prohibited.
 - D. No refuse garbage or solid waste shall be disposed of or thrown overboard into City waters. Any discharge of pollutants into City waters is prohibited and shall be reported immediately to the United States Coast Guard and the Florida DEP.
 - E. The feeding, watering or molesting of wildlife and/or aquatic life (especially manatees) except for lawful fishing from moored vessels is prohibited. The use of chum or other organic fish attractors in the water is prohibited.
 - F. Minor repairs or light maintenance will be allowed if that maintenance does not add pollution or put wastes or contaminants into City waters or the air and does not disturb the public peace or tranquility of any person. Work that produces dust or scrapings shall be immediately removed by a vacuum cleaner.
10. **WASTE DISPOSAL AND RECYCLING:**
- A. Trash receptacles and dumpsters are to be used for normal household type garbage only. Do not put flammable or hazardous material, wood, metal, construction debris or large objects in the receptacles or dumpsters.
 - B. Recyclable materials must be placed in the appropriate bin, consistent with labeling.
 - C. Licensee is responsible for removing from the premises and for proper disposal of all batteries, propane tanks, flammables and hazardous materials as required by law.
 - D. Used oil, gasoline, diesel, anti-freeze, filters and batteries may be brought to the Marina office for disposal during business hours only. Any unauthorized dumping or drop-offs will be reported to law enforcement.
11. **GENERAL RULES AND REGULATIONS:**
- A. Swimming and diving are not permitted from the Marina mooring balls, docks, docked vessels or Marina uplands.
 - B. Fishing is not permitted from any dock, pier, sea wall or marina uplands. Fishing is permitted from registered vessels only while docked at the Marina. Fishing is permitted from vessels moored in the mooring fields provided there is no interference with other vessels in the area. The Harbormaster may at any time restrict fishing from any vessel whether moored or docked at the Municipal Marina.
 - C. Docks and premises are to be kept free and clear of gear, tackle, hoses, bicycles, equipment, laundry, garbage and all other obstructions at all times and decks of all vessels shall be kept free and clear of debris at all times and present a neat appearance.
 - D. Motorized vehicles of any sort, except motorized wheel chairs or scooters to assist the ambulatory disabled, are not allowed on the docks.
 - E. Barbeque grills (propane or other) and/or open fires are not permitted on docks in the Marina. This prohibition does not include galley stoves.
 - F. Use of Marina electrical outlets for the operation of power tools, battery chargers, welders, etc. is prohibited except by permission from the Harbormaster.
 - G. All marina docks are closed to the public and commercial operations after 10:00 p.m. Licensees shall be considerate of others and keep noise to a minimum. Between the hours of 10:00 p.m. and 7:00 a.m., noise must be kept below 60dBa, allowing only for normal conversation, inboard generators and certain types of quiet-operation portable generators all in accordance with City Code, Chapter 11, Section 11-88. Standard portable or "construction" generators are prohibited from operation at any time, except for temporary use approved by the Harbormaster.
- H. Licensee must notify the Marina office, in writing, when visitors are permitted to use the Licensee's vessel. The Licensee is responsible for all guests and shall immediately inform them of and have them read and understand a copy of the Marina User Agreement.
- I. All signs of any kind placed on or adjacent to moored vessels shall meet the requirements of the City Code.
 - J. Continuing infractions of the rules and regulations contained herein as established and adopted by the City Commission shall, at the option of the City, result in cancellation of this License Agreement after which the Licensee shall remove his/her vessel from the premises.
 - K. Licensee agrees to temporarily vacate the premises for planned special events as directed and determined by the City.
 - L. No vessel may be moored at a berthing space or adjacent area or mooring field unless a current Municipal Marina User License Agreement is in effect between the Licensee of the vessel and the City.
 - M. Guests checking out of the Marina shall report to the Marina Office and settle their account prior to departure. Licensee shall notify the Marina Office prior to removing their boat permanently from the Marina or mooring field.
 - N. All vessels shall be kept in a clean and orderly condition. No laundry, towels, bathing suits or other such items shall be hung on vessel, docks or pilings.
12. **VESSEL MAINTENANCE AND CONTRACTORS:**
- A. A Licensee may work on his or her own vessel providing such work, in the sole judgment of the Harbormaster, does not interfere with the rights, privileges or safety of other persons, Licensees or property. Marina staff must be informed of all vessel repairs and any maintenance that could impact the Marina.
 - B. No major repairs, refinishing or re-fitting vessels will be allowed in the Marina.
 - C. Licensee is required to notify the Marina when he/she expects workmen to be onboard and the nature of work to be performed. The City requires any contractor for hire, craftsmen or any other person performing any work whatsoever on Licensee's vessel while in or on the premises of the Marina, including City-owned or leased submerged lands and uplands or mooring fields to first provide the Marina all evidence of occupational licensing, and any other documentation required by Marina policies, including, but not limited to, certification of workman's compensation and liability insurance coverage in the amount of \$1,000,000 and lists same as additional insured, in order to protect the health, safety, welfare and property of all concerned parties. Failure to meet these conditions will require the Licensee to remove the vessel from the premises.
13. **DINGHY OPERATION AND DOCKAGE:**
- A. All dinghies must be registered with the Marina office and display a current Marina tag.
 - B. Licensee will obey all posted speed limits while operating their dinghy or any other vessel. Posted speeds are "Slow Speed - Minimum Wake".
 - C. Dinghies shall be docked only in the areas designated for its specific type.
 - D. Dinghy painters must be between four feet and six feet long, including locks or cables.
 - E. Motors must be kept in the down position while at the dinghy dock.
 - F. Dinghy repairs and maintenance will not be allowed on Marina property.
14. **MOORING BALL ATTACHMENT:**
- A. Mooring ball pick-up lines are provided for convenience but shall not be brought on board and attached directly to the vessel itself. Licensee must provide attachment lines to secure the vessel to the pick-up line.
 - B. Attachment lines shall not be affixed to any portion of the mooring system other than the eyelet at the end of the pick-up line.
 - C. Attachment lines must be in good condition, at least ½ inch in diameter and no longer than four feet in length.
 - D. There shall be no changes, modifications or alterations made to the mooring anchor, hard or soft tackle, or pick-up line.
 - E. There shall be no anchoring within the mooring field or placement of accessory anchors for any reason.
 - F. The use of any hard tackle such as shackles, snap hooks, thimbles or chain to attach to the mooring system is prohibited.
 - G. Any Licensee mooring in contravention to these rules or in neglect of any precaution which may be required by the ordinary practice of seamanship will be required to move immediately when requested to do so by the Marina and may be subject to the termination of this User Agreement.
15. **PETS:**
- A. All pets must be leashed or contained when off the vessel in accordance with City Code, Chapter 5, Sections 5-46 and 5-47.
 - B. Pets which are loud, disruptive and may be considered threatening to other animals and humans will not be allowed on Marina grounds.
 - C. Pet waste must be picked-up and properly disposed of in accordance with City Code, Chapter 5, Section 5-50.
 - D. Pets may not be washed or groomed inside any Marina building, including the shower or rest room facilities, and any pet washing or grooming on Marina uplands must be first approved by the Harbormaster.

16. BICYCLES/SCOOTERS/PERSONAL TRANSPORTERS (SEGWAYS):

- A. Bicycles must be stored in the bicycle racks provided by the Marina. Bicycles shall not be secured to parking meters, street signs, palm trees or any other permanent structure on Marina or City owned property.
- B. Bicycles are not allowed inside Marina buildings or on docks, ramps, and gangways, except when walked for purposes of loading or unloading onto a vessel.
- C. Bicycle repairs are not allowed on Marina property unless approved by the Harbormaster.
- D. Scooters shall be identified as such if the engine size is 49cc's or less. Only scooters which belong to current registered guests shall be allowed to park on Marina grounds. Scooters must be parked in the Marina bike rack area. Scooters larger than 49cc's shall be considered motorcycles and must be parked on the street and follow standard City parking regulations.
- E. Personal Transporters shall not be ridden on the docks unless ambulatory in nature and should not be left on docks or finger piers. Any change to the above rules must be approved by the Harbormaster.
- F. The Municipal Marina and the City of St. Augustine shall not be responsible for any accident or personal injury while operating vehicles on Marina grounds or while on City owned property.
- G. The Municipal Marina is not responsible for lost, stolen, damaged or missing vehicles of any kind while stored on Marina grounds or on City owned property.

17. ACCIDENTS AND EMERGENCIES:

- A. The Licensee grants to the City the authority to move any vessel from one location to another during emergencies such as fire, sinking or an event where room is required to discharge management duties over the Marina.
- B. All collisions, accidents and casualties, including sinking, are to be reported to a law enforcement agency having jurisdiction within twenty-four (24) hours of the incident, per Section 327.30, Florida Statutes.
- C. Any sunken vessel must be floated within five (5) working days and removed within ten (10) working days after appropriate notice to the owner is given for removal. Such notice will take into consideration emergency conditions subsequent to severe storms or hurricanes. If the vessel is not removed within that time frame, it will be removed by the City at the owner's expense.

18. STORMS AND HURRICANES:

- A. Marina moorings are not rated for wind-speed or hurricane categories because of the variety of vessel weights, windage and an array of stress factors. During major storms or hurricanes, the City can not assure that the moorings will hold in high wind conditions. Therefore, the Licensee must assume all liability from failure of the mooring during storm conditions.
- B. Engineering specifications for Marina mooring systems are calculated for traditional vessel hull and cabin types. Therefore, non-traditional or other unique vessel types, such as houseboats, may not be allowed at the Marina.
- C. The Marina docks and seawall are not safe locations for vessels during tropical storms or hurricanes, and the City believes significant damage to vessels and to the Marina will likely occur in a major storm if a vessel remains at the Marina docks. Licensee agrees that it is his/her sole responsibility to be aware of the threat or approach of a tropical storm or hurricane.
- D. Mooring assignments for storm events will be for a minimum of one week. Payment is due at the time of assignment.
- E. All Licensees are required to sign and agree to the Hurricane Policy Forms provided by the Marina on their first payment between the dates of June 1st and November 30th. All Licensees must sign the form each new hurricane season, including year-round Marina residents.

ADDITIONAL LEGAL PROVISIONS

19. TERMINATION OF AGREEMENT/BREACH/REMEDIES:

- A. Either party may terminate this agreement with or without cause upon ten (10) days prior written notice unless otherwise specified on commercial agreement. Expiration or termination of this agreement shall constitute termination of all other agreements between the Licensee and the City pertaining to the use of facilities at the Marina.
- B. Upon termination of this agreement, Licensee shall at once vacate the assigned mooring or docking space and the Marina and remove his/her vessel, personal property and vehicles from the Marina. Should the Licensee fail to vacate the premises and remove his/her vessel or other property upon termination, Licensee agrees that the City may, at its sole option, remove the vessel or property and place it in storage. Licensee agrees to pay all charges for towing, removal and storage. In addition, the City may utilize any and all remedies provided by law, and as provided herein, to remove the Licensee and/or the vessels and property from the premises.
- C. Licensee agrees that the mooring or dockage provided by the City is a "necessary" within the meaning of the Federal Maritime Lien Act and that the City, in addition to relying upon the credit of the Licensee, shall retain a maritime lien as provided by State or Federal law against the vessel, its appurtenances and contents for all unpaid dockage fees, delinquency charges and for any damage caused to any dock, piling or any other property of the City or for personal injury, damage to other vessels, pollution by oil, its derivatives or other hazardous

material, loss by sinking, collision, fire or other losses. The parties further agree that services provided by the City to Licensee or Licensee's vessel are in furtherance of navigation of the vessel or in furtherance of a waterborne use whether such services are performed ashore or afloat. Pursuant to Section 328.17, Florida Statutes, in the event of non-payment of storage for a period of sixty (60) days, the City is authorized to sell the Licensee's vessel or dinghy at a non-judicial sale.

20. **EXTENDED CRUISES/VACANT:** Owners of vessels leaving for an extended period of time are required to notify the Marina office. City reserves the right to rent all slips/spaces/moorings when vacant. Transient vessels occupying an absent Owner's slip/space/mooring are required to move from said slip/space/mooring upon return of the Licensee. The City reserves the right to move said transient vessel without notice at owner's expense. In the event a Licensee wishes to vacate, for a period of time, and return to a specific mooring/slip the Licensee must continue payment of the desired mooring/slip while absent.
21. **NO WARRANTIES:** Licensee fully understands and agrees that the City does not warrant the condition of the slips, docks, piers, gangways, ramps, buoys, mooring gear or any other parts of the Marina to be safe for docking, berthing or mooring vessels or for accepting and discharging passengers and does not assume responsibility that the City warrant or guarantee the continuity of electrical or water service where prohibited and the City does not accept any responsibility or liability for any damage caused by the use of the electrical or water service.
22. **NO ASSIGNMENTS OR SUB-LICENSES:** Licensee shall not assign, sub-license, transfer, mortgage, or otherwise dispose or otherwise encumber the license or any rights granted herein. Only the registered vessel listed on Page 1 of this Agreement may be docked or moored. Licensee may not offer a docked or moored vessel to the general public as an overnight accommodation.
23. **ENFORCEMENT COSTS AND ATTORNEY'S FEES:** Licensee shall pay and discharge all costs, expenses, and attorney's fees, which may be incurred by the City in enforcing the covenants of the License Agreement, including but not limited to collecting any sums due under this agreement and enforcing the termination provisions and any maritime or other liens.
24. **REMEDIES CUMULATIVE:** The remedies herein are cumulative and use of one shall not be taken to exclude or waive the right to use any other remedy provided by local, state or federal law.
25. **JOINT AND SEVERAL OBLIGATION:** In the event that the license is granted to more than one individual or other legal entity (or to any combination), then and in that event, each and every obligation or undertaking to be performed by Licensee under the License Agreement shall be the joint and several obligation of each such individual or other legal entity.
26. **DAMAGE OR DESTRUCTION TO PREMISES:** In the event the premises, or any portion thereof, shall be destroyed or damaged by fire, wind, water or other casualty so as to prevent the use of the premises for the purposes and during the periods specified herein, or the premises cannot be used because of strikes, acts of God or other causes beyond the control of the City, then the license shall terminate and the Licensee waives any claim against the City for damages by reason of such termination. The City shall not be obligated to repair or rebuild the premises but may elect in its sole discretion to do so.
27. **SUBORDINATION TO GOVERNMENT AGREEMENTS:** Licensee acknowledges and agrees that the License Agreement is subject to and subordinate to any existing or future agreements of any kind between the City and any other public agency of the United States Government, State of Florida or any County authority or any official, board, commission or other body politic of the state or federal government, now or hereafter created, whether specifically mentioned here or not, pertaining to the development, construction, operation or maintenance of the St. Augustine Municipal Marina facilities, mooring fields and basins, and their adjoining seawalls and dock areas. The City reserves the right to further develop, improve, maintain, modify and repair the seawalls and dock areas, the roadways and connected walkways at any time regardless of the views of the Licensee and without interference or hindrance by the Licensee.
28. **GOVERNING LAW:** This License Agreement for use of the facilities at the St. Augustine Municipal Marina shall be deemed to have been made in, and shall be construed in, accordance with the laws of the State of Florida and, where applicable the laws of the United States of America.
29. **VENUE:** The sole venue for a legal action arising out of this agreement shall be the appropriate court located in St. Johns County, Florida.
30. **INTEGRATION CLAUSE:** All written agreements for use of the facilities at the St. Augustine Municipal Marina constitute the sole, complete and only agreements between the parties hereto. Any prior agreements, oral understanding, promises, negotiations, representations, not expressly set forth in a written agreement, shall have no force or effect. Said written agreements shall not be subject to parol.
31. **SEVERABILITY CLAUSE:** The unenforceability, invalidity or illegality of any provision of this License Agreement shall not render the other provisions unenforceable, invalid or illegal.

It is up to you to help protect the North Atlantic right whale. North Atlantic right whales are likely to be present in coastal and offshore waters of Florida and Georgia from November 15 through April 15. Consequently, all laws and regulations pertaining to the protection of the right whale should be complied with at all times. Currently, U.S. law (50 CFR 224.103) (1) prohibits a vessel from approaching within 500 yards of a right whale and (2) requires underway vessels within 500 yards of a right whale to steer a course away from the right whale and immediately leave the area at a slow safe speed. Please note these requirements are subject to change and you are responsible to be aware of all laws and regulations pertaining to the protection of the North Atlantic right whale. Failure to follow right whale protection regulations may subject you to civil and/or criminal sanctions/fines. NOAA National Marine Fisheries Service recommends speeds of 10 knots or less when transiting areas where right whales are known to be present.

ITEM CA.9.
Budget Schedule

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

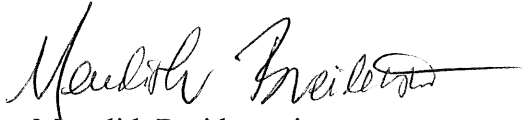
DATE: January 31, 2019

RE: Consent Agenda Item
Presentation of Schedule of Regular Updates, Budget Meetings and other Workshops

Please place on the Consent Agenda for the February 11, 2019 Commission Meeting, the 2019 schedule of "Meetings for Budget, Monthly Updates, Quarterly Updates, and Workshops".

Feel free to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Meredith Breidenstein", with a long horizontal flourish extending to the right.

Meredith Breidenstein
Director of Budget & Performance Management

Attachment

City of St. Augustine
Tentative Meeting Schedule for Budget Meetings, Monthly Updates, Quarterly Updates and Public Workshops
2019

	DATE	MEETING TYPE/TIME	MEETING
1	01/28/19	Regular Meeting	Quarterly Updates: Action Items, Public Works Update, Mobility Update, City Attorney Update
2	02/06/19	Special Meeting	Strategic Plan Discussion and Update
3	02/11/19	Regular Meeting	Monthly Updates: January Financials, Vacation Rental Update
4	02/13/19	Public Workshop- 5:30-7:00 p.m.	King Street Workshop Number 1
5	03/07/19	Public Workshop- 5:30-7:00 p.m.	King Street Workshop Number 2
6	03/11/19	Regular Meeting	Monthly Updates: February Financials, Vacation Rental Update
7	03/14/19	Public Workshop- 9:00 a.m.	Joint PZB and HARB workshop in regards to Comprehensive Plan
8	04/08/19	Regular Meeting	Monthly Updates: March Financials, Vacation Rental Update CAFR Presentation
9	04/11/19	Public Workshop- 5:30-7:00 p.m.	King Street Workshop Number 3
10	04/22/19	Regular Meeting	Quarterly Updates: Action Items, Public Works Update, Mobility Update, City Attorney Update
11	04/25/19	Public Workshop- 1:00 p.m.	PZB Workshop in regards to Comprehensive Plan
12	05/02/19	Special Meeting-- 8:30-10:00 a.m.	Mid-Year Budget Analysis Citizen Survey Results, Strategic Plan Discussion and Update
13	05/13/19	Regular Meeting	Monthly Updates: April Financials, Vacation Rental Update
14	05/20/19	Public Workshop- 5:30-7:00 p.m.	King Street Workshop Number 4
15	05/21/19	Public Workshop- 9:00 a.m.	PZB Workshop in regards to Comprehensive Plan
16	06/10/19	Regular Meeting	Monthly Updates: May Financials, Vacation Rental Update
17	06/18/19	Public Workshop- 1:00 p.m.	PZB Workshop in regards to Comprehensive Plan and King Street Workshop
18	06/24/19	Special Meeting-- 3:00 p.m.	Discussion of 2020 Budget Assumptions with focus on Revenues
19	07/08/19	Regular Meeting	Monthly Updates: June Financials, Vacation Rental Update Adopt Resolution of proposed millage rate and other budget-related Resolutions (if needed)
20	07/22/19	Regular Meeting	Quarterly Updates: Action Items, Public Works Update, Mobility Update, City Attorney Update
21	07/23/19	Public Workshop- 9:00 a.m.	PZB Workshop in regards to the Comprehensive Plan

City of St. Augustine
Tentative Meeting Schedule for Budget Meetings, Monthly Updates, Quarterly
Updates and Public Workshops
2019

22	08/12/19	Special Meeting-- 3:00 p.m.	Discussion of 2019 Budget Assumptions with focus on the 5-year CIP
23	08/12/19	Regular Meeting	Monthly Updates: July Financials, Vacation Rental Update
24	08/20/19	Public Workshop-- 1:00 p.m.	PZB Workshop in regards to the Comprehensive Plan
25	08/22/19	Special Meeting-- 9:00 a.m.	Presentation of and discussion regarding FY 2020 proposed budget and action items
26	08/23/19	Special Meeting-- 9:00 a.m.	Discussion and approval of FY 2020 proposed budget and action items
27	09/05/19	Special Meeting-- 5:05 p.m.	Initial public hearing for FY 2020 budget and tentative millage rate adoption
28	09/09/19	Regular Meeting	Monthly Updates: August Financials, Vacation Rental Update
29	09/19/19	Special Meeting-- 5:05 p.m.	Final public hearing for FY 2020 budget and final millage rate adoption
30	10/28/19	Regular Meeting	Quarterly Updates: Action Items, Public Works Update, Mobility Update, City Attorney Update
31	11/11/19	Regular Meeting	Monthly Updates: October Financials. Vacation Rental Update
32	12/09/19	Regular Meeting	Monthly Updates: November Financials, Vacation Rental Update

ITEM CA.9.
Invoice for Approval

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 31, 2019

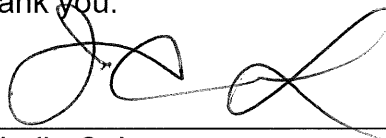
RE: **WENDLER V. CITY OF ST. AUGUSTINE – INVOICE FOR PROFESSIONAL SERVICES**

Please find enclosed Invoice No. 101571 dated January 29, 2019, from Marks Gray, P.A. for legal services rendered October 1, 2018 through January 29, 2019, regarding the Wendler v. City of St. Augustine case. This invoice is the final bill and closes out this matter.

The amount currently due is **\$3,101.20**. We have reviewed the billing and submit same to you for placement on the consent agenda for the City Commission meeting on February 11, 2019.

*WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEYS' FEES AND COSTS ON ALL RELATED MATTERS EQUALS **\$680,158.11**.*

Thank you.



Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Tim Burchfield, Assistant City Manager
John M. Cary, Assistant City Attorney
Darlene Galambos, City Clerk
Mark Litzinger, Financial Services



Post Office Box 447 | Jacksonville, FL 32201 | tel: 904.398.0900 | fax: 904.399.8440 | fin: 59-1514046

REMITTANCE COPY
Return with Payment

Marks Gray, P.A.
1200 Riverplace Boulevard, Suite 800
Jacksonville, FL 32207

Statement No: 101571

Statement as of: 1/29/2019

Account No.: 05655-27826

Amount Due: \$3,101.20

Re: Wendler v. City of St. Augustine

PLEASE REMIT TO:

Marks Gray, P.A.
P.O. Box 447
Jacksonville, FL 32201
904.398.0900

(GEN)

CO5A 2-11-2019

BJ KALAI DI
8 NEWCOMB ST

11B. THE LAWYER REPRESENTING 18 ST. GEORGE ST. FOR THEIR CERTIFICATE OF DEMOLITION CONTACTED DEO LAWYER SHIDELER AND CALCULATED THE EXPIRATION FOR THE DEMOLITION FROM FEB. 28, 2021 TO AUGUST 28, 2021.

MS. LOPEZ CORRECTED THE CALCULATION TO JUNE 2, 2021.

R THE ORIGINAL EXPIRATION DATE SHOWN ON THE COLORFUL CHART WAS MARCH 21, 2019. THIS DEVELOPER NOW HAS UNTIL JUNE 2021 TO DEMOLISH 18 ST. GEORGE. R IT SEEMS LAWYERS AND THEIR DEVELOPERS USE DISASTERS SUCH AS HURRICANES TO BENEFIT THEIR BOTTOM LINE WHILE DESTROYING HISTORY IN THIS CITY.

13A- AS WRITTEN THE UF/CO5A MEMORANDUM OF AGREEMENT DOES NOT BENEFIT THE CO5A. STIPULATIONS 3, 4, 5, 10 AND 19 WILL COST CITY TAXPAYERS WHILE BENEFITING THE BOTTOM LINE OF THE SCHOOL IN GAINESVILLE. IT'S TIME FOR THIS SCHOOL TO USE ENDOWMENT DOLLARS TO MEET THEIR RESPONSIBILITY FOR TAKING CARE OF THE BUILDINGS, WHICH THE CITY OF ST. AUGUSTINE FAILED TO DO. R THIS MOA AS WRITTEN SHOULD NOT BE SIGNED BY ANYONE REPRESENTING THE CO5A.

R PURCHASING PROPERTIES WITH TAX DOLLARS SUCH AS US 1 AND KING ST CARWASH (TUSED) AND NORTH WEST CORNER BRIDGE AND MLK (CORNEAL) HAS NOT BENEFITED THE ^{TAX} COMMUNITY AS MUCH AS CRONIES. THE 459 THOUSAND ^{TAX} DOLLAR PARK ON COQUINA WILL BE ANOTHER EXAMPLE.

R LESLIE KEYS, A TEACHER AT A SCHOOL LEFT A MESSAGE ON MY ANSWERING MACHINE TELLING ME THE 8 A.M. CRCR WORKSHOP ON JAN. 31, 2019 AT THE GALIMORE WAS NOT FOR ME. THE 1 P.M. WORKSHOP WAS FOR ME. THE 8 A.M. WORKSHOP WAS VERY INFORMATIVE TO ME.

R THE CO5A APPLICATION FOR EMPLOYMENT STATES...

THIS INFORMATION (ABOUT A FELONY) WILL BE REVIEWED FOR JOB RELATEDNESS AND TIME SINCE LAST CONVICTION.

(2)

COSA 2-11-2019

BJK
8 NEWCOMB

IT DOES NOT STATE THE INFORMATION WILL NOT PREVENT ONE FROM BEING HIRED.

IF IT'S COME TO MY ATTENTION CITIES SUCH AS BARCELONA AND AMSTERDAM ARE REGULATING THE UNWANTED IMPACT ON LOCAL COMMUNITIES CAUSED BY TOURISTS.

IF THE ASSISTANT CITY MANAGER WILL BE LEAVING AT THE END OF THIS YEAR. (2019)

IF ANOTHER INTERNET CAFE (GAMBLING) WILL BE OPENING SOON. TALK TO MR. TOMA WHO LIVES AT 111 INLET DR.

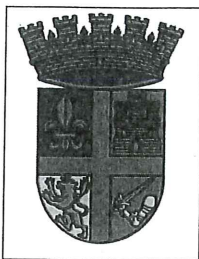
IF WARNING: DO NOT PURCHASE A HOME IN THE CITY LIMITS OF ST. AUGUSTINE. THE COSA IS BECOMING A TRASHY AND UNSAFE CITY. THIS WILL CONTINUE AS LONG AS SELECTIVE ENFORCEMENT IS CARRIED OUT BY CITY BEAUCRATES.

B.A.1 ORDINANCE 2019-23 THE TREE COMMITTEE AND CITY STAFF CREATED THIS ORDINANCE. USING AN AMBIGUOUS WORD "SIGNIFICANT" DOES NOT CLARIFY WHICH TREES WILL CONTINUE TO BE DESTROYED IN THE COSA.

Pg. 2 OF 5 SEC. 11-27 DOES NOT LIST THE "SIGNIFICANT" TREES. WHERE CAN TAX PAYERS FIND THE LIST OF

"SIGNIFICANT" TREES, SINCE THEY ARE NOT LISTED.

MR. BIRCHM DID NOT INCLUDE THEM IN HIS PRESENTATION.



CITY OF ST. AUGUSTINE APPLICATION FOR EMPLOYMENT

Thank you for your interest in employment opportunities with the City of St. Augustine. Due to the large number of applications received, only applicants selected for interviews will be contacted. You are welcomed to call us at (904) 825-1013 anytime to check on the status of your application or if you have questions.

Position Desired	The City of St. Augustine is an Equal Opportunity Employer. Applicants will not be discriminated against in any aspect of employment based on race, color, religion, sex, age, national origin, disability or marital status.
------------------	---

P E R S O N A L	Last Name	First	Middle	Date
	Street Address			Primary Phone
	City, State, Zip			Alternate Phone
	Have you ever applied for employment with us?			Will you work overtime if required by
	☐ Yes ☐ No If yes, when and what dept:			This position? ☐ Yes ☐ No
	Are you available for full-time work?			Pay Expected
	☐ Yes ☐ No If not, what hours can you work?			Date available to begin work
	Are you legally eligible for employment in the United States?			
Proof of citizenship or immigration status required. ☐ Yes ☐ No				

Education: Check highest grade completed: ☐ 10 ☐ 11 ☐ 12 ☐ G.E.D. ☐ AA ☐ BA ☐ Master

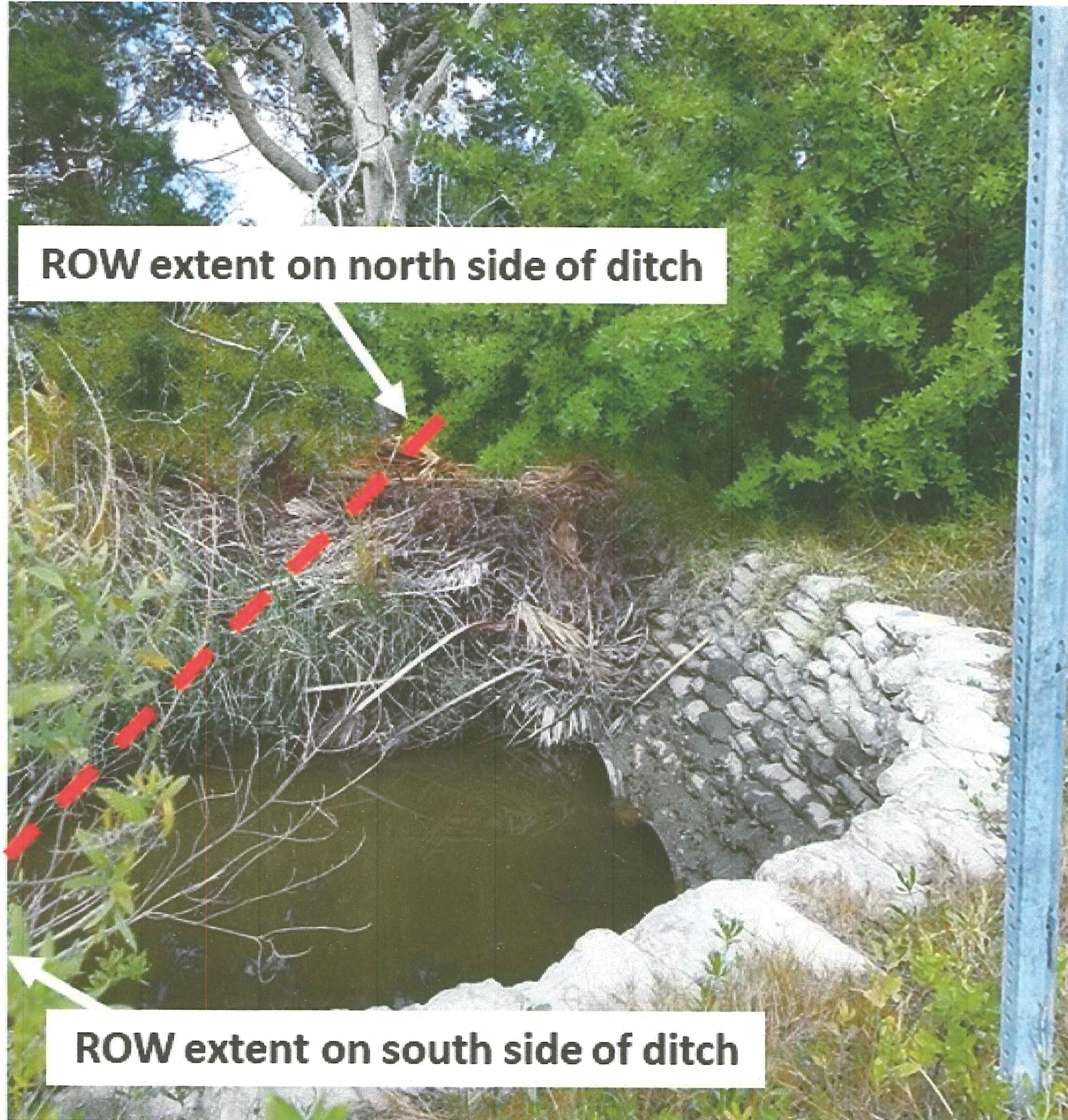
List your High School, College, Business, Trade, Correspondence or other courses below:

	Name of School/City & State	# Yrs Attended	Major or Course of Study	Degree or Certificate Rec'd
E D U C A T I O N				

Have you ever been convicted of, sentenced for or plead Nolo Contendere to a felony? If so, please describe below. (In accordance with City policy this information will be reviewed for job relatedness and time since last conviction.)	Yes ☐	No ☐
--	------------------------------	-----------------------------

Incident	City / State	Charge
1.		
2.		

PLEASE ENTER EXPLANATION OR CONTINUATION OF ANY ITEM ON PAGE 4



ROW extent on north side of ditch

ROW extent on south side of ditch

~~CONFIDENTIAL~~ 1-23-19

From: Tica Walley ticawalley@gmail.com

Subject: RE-Cap for your review and record, of our meeting on January 22, 2019

Date: January 23, 2019 at 3:52 PM

To: John Regan jregan@citystaug.com, Mike Cullum mcullum@citystaug.com, Stephen Slaughter sslaughter@citystaug.com

Cc: Nancy Shaver nshaver@citystaug.com, lfreeman@citystaug.com, Nancy Sikes-Kline nsikeskline@citystaug.com, rhorvath@citystaug.com, jvaldez@citystaug.com, cityclerk@cityofstaug.com, panoramapropertyllc@gmail.com

OVERVIEW of MEETING ON 1/23/19 - typed

* NOTES OF MEETING ON 2/4/19 - HANDWRITTEN

Good Morning, John, Mike, and Stephen,

Although I was surprised to see you yesterday morning, I'm glad all of us were finally able to meet, at the same time. Per our discussions, it is my understanding you will present a request for a temporary easement, for my review, at our next meeting, on February 4, 2019, at 10AM.

* CITY STAFF MADE THEIR OWN CHANCES THAT HAVE NOT BEEN APPROVED.

It was agreed any temporary easement requested, would be in addition to the already existing easement agreement, dated 1972, and would not affect or supersede any part of that original, permanent agreement. The city has stated all work will be done according to the plans submitted by Quoc H May, PE, CGC Engineering Services, dated 2017. Therefore, any changes to that plan, made by city staff or the city's contractors, would require review and written approval by Quoc Mai, with a copy sent to the property owner.

It was also agreed, the easement would be granted only for the repair and construction directly related to the city's culvert on 211 Coquina, including but not limited to; the stabilization of buildings, installation of headwalls, repair or replacement of the storm water basin at the east end of the pipe, repair or replacement of the cement slab west of the property line, removal and replacement of landscaping, sidewalks & driveways, patios, decks & bulkheads, irrigation, drainage pipes, water and sewer lines, clean outs, any disconnect and reconnect of electric, television and telephone wiring, site clean-up, and the return of the owners personal property to its' original locale. Another requirement, not discussed at our meeting, is the proper conduct of workers, including the use of excessively loud music, foul language, and their removal or proper containment of trash, at the end of each workday.

* CITY REFUSES TO HAVE A PERSON ONSITE!? AND WANTS ME TO BE RESPONSIBLE FOR THEIR CONTRACTORS

The city shall have at least one city employee on site during construction, and a qualified city engineer is to inspect the work daily, keeping a written log and photos of the work completed. The city has agreed to do repairs and replacement of city utilities under Coquina and Hermosa, simultaneously, or in a timely succession of, the construction at 211 Coquina. The city will be responsible for all work done by the city or their contractors, and for any and all approvals or permitting, required by St. Johns County, or the State of Florida.

* CITY CAN HAVE for \$1,000 PER MOS. FOREVER? NO

Regardless of complications, within the city's control or otherwise, and at the city's request, this agreement will be for a period not to exceed 90 days from the date the agreement is signed by the grantor. The easement discussed, includes the following: Temporary use of the entire property at 211 Coquina, and 40 feet of the north part of 217 Coquina, from the road - continuing westward, beyond the south building (215 Coquina) but not farther than 20 feet east of the rear (217 Coquina) property line, and bulkhead. The property will be provided 'as is' and it will be the responsibility of the city to responsibly relocate any of the owners personal property to the adjoining land, outside the easement. (The rear property restriction is to mitigate damage to the existing improvements by heavy equipment, whether by accident or negligence.)

If the agreement is presented as discussed, there will be no fee required of the city for the additional temporary easement for the 211 property. However, there will be a usage fee of \$2,500 per month, for the use of the 217 Coquina property. Additionally, for both properties, there will be a \$500 fee for any infringement of the easement agreement, and a \$250 fee, per property, for each day of use by the city or it's contractors, beyond the 90 days. Any additional

CITY WILL NOT PAY?
I'VE LOST A LOT OF \$!

* CITY CITY CHANGES
(AGREES) \$1,000 MAX - NOT SUFFICIENT FOR MY COSTS.
AND \$100.- for each infringement

requests for easement to accommodate the city's repair and replacement of the road, culvert, water, and sewer lines, below the road, should be submitted separately for my consideration.

Mike and Stephen, we all know too well how 'rough' things can get on a construction site. So, new to the situation, you may think these easement requirements are unusually rigid. Unfortunately, this pipe issue has been going on for years, and I'm determined to get the job done! Generally, what motivates people to do a job properly, and in a timely manner, is good management and oversight... and a monetarily enforced deadline. This pipe will be only one of many with similar complications throughout your future with the city. I'm hoping we all learn the proper way to install and maintain the next, by doing the best job we can, with this one. And I believe these reasonable, and enforceable requirements, will be passed along by the city- to their contractors; resulting in the city staff selecting more reliable contractors, who manage the quality of their work and deadlines more efficiently. Who knows, a different approach to the oversight of city projects might introduce, or reintroduce, good and proven management skills you already have, but that are inapplicable within the outdated Standard Operating Procedures, the city has in place.

John, with regard and support of the 2005 DEP letter, and the State of Florida's determination of city ownership of the upward land west of my property line, I have attached at the bottom of this page, the 2010 agreement between the City of St. Augustine, and the property owner at 205 Coquina Ave. I'm curious as to why you didn't want receipt of that agreement, or other documents available to you, at yesterday's meeting. This document, and others I have related to the topic, may be helpful to the attorney you mentioned contacting to research the area in question here, and a property currently being considered for purchase, by the city. Providing the attorney mentioned, with these documents could save him (or her) research time. Time is money, right? (Especially attorney time.) So, let's all do our best not to waste anymore of either.

Please let me know if you have any questions on items mentioned in this correspondence, or are in disagreement on what we have discussed. The attendees of the Southern Highland Attractions Association arrive in St. Augustine on Sunday, for their Annual Meeting. So, I'm especially busy this week, putting the final touches on their itinerary. If you are unable to reach me by phone, or text, please send me a detailed email about whatever you wish to discuss, and I will be back in touch at my earliest convenience.

"Nothing to it But to Do it!"
So let's get started.

Thank you for your time,

Tica Walley
Panorama Property LLC
211a Coquina Ave.
St. Augustine, FL 32080
(904) 687-4280



*** 205

Proper...ent.pdf



Jeb Bush
Governor

Department of Environmental Protection

Northeast District
7825 Baymeadows Way, Suite B200
Jacksonville, Florida 32256-7590
Voice 904-807-3300 FAX 904-448-4366

Colleen M. Castille
Secretary

ITEM
1
TITLE
DETERMINATION

SUBMERGED LANDS AND ENVIRONMENTAL RESOURCES PROGRAM

September 30, 2005

Ms. Tica Walley
217 Coquina Avenue
St. Augustine, Florida 32080

RE: parcel of land between property and marsh

Dear Ms. Walley

On Friday September 30, 2005 I received a title determination from our Department of State Lands in Tallahassee. It has been determined that the parcel of land between your upland property (along with 10 other properties on Coquina Avenue) and the marsh is owned by the City of St. Augustine. I am enclosing two aerial photos showing the parcel owned by the city, the title determination provided by the offices in Tallahassee, as well as some literature explaining the areas which were granted to the City of St. Augustine.

If you have any questions or I can be of any further assistance please contact me at (904) 807-3348 or via my e-mail at Tracy.Schilling@dep.state.fl.us.

Sincerely,


Tracy Schilling
Environmental Specialist II
Environmental Resources Program

91-93
Covina ?
Map Output

Analysis point on parcel between upland + water



parcel
29° 52m 52s
81° 17m 40.9s
Unknown
Owner
Quarry Creek

Purple highlight
includes 91-93
along creek
TW

city property
your neighbor
you

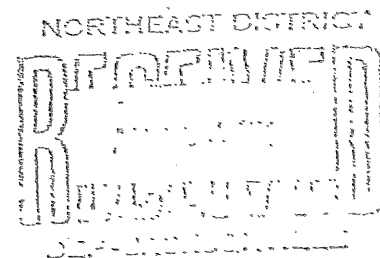
* this analysis point
is on the city property

* the lines shown on this
map are slightly off
they should line up more

Memorandum

Florida Department of Environmental Protection

July 12, 1995



TO: Russell A. Price, Manager
Northeast District - Jacksonville

FROM: Terry E. Wilkinson, Chief *SEW for TEW*
Bureau of Survey and Mapping
Division of State Lands

SUBJECT: Exemption Approval

Records on file in the Title and Land Records Section of this Bureau indicate that lands and riverbottoms owned or held by the State of Florida in Townships 7 and 8 South, Ranges 29 and 30 East, as outlined on the attached DOT Map, 1990 Edition, were granted to the City of St. Augustine by Chapter 6769, Laws of Florida (1913) and Section 9, Chapter 11148, Laws of Florida (1925).

Projects and activities within the boundaries of the above grants are exempt from the Division of State Lands permitting under Section 253.77, Florida Statutes.

These highlighted maps are not surveys. If there are any discrepancies between the chapter descriptions and the highlighted maps, the chapter descriptions would control.

We will notify you if there are any exceptions or additions to this exemption in the future.

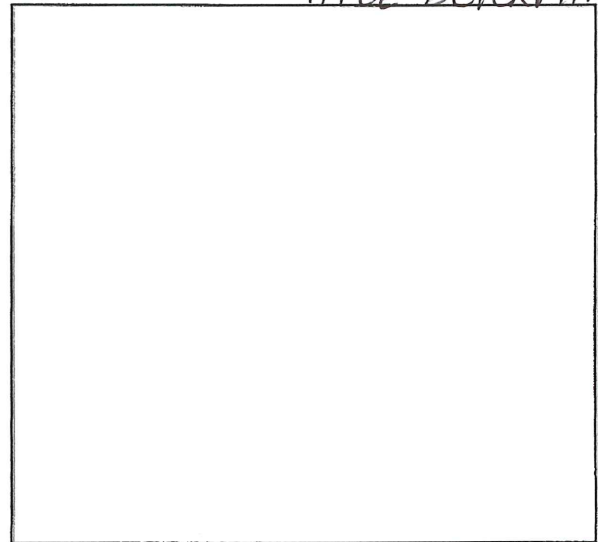
Any questions you may have should be directed to Sandra Harris, Planner IV, at (904)488-8123.

TEW/shm
Attachment

Item
2

TITLE DETERMINATION

This instrument was prepared under the supervision and direction of Ronald W. Brown, City Attorney, P.O. Box 210, St. Augustine, FL, 32085



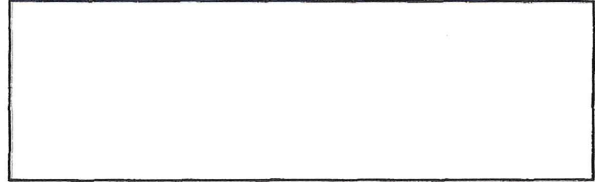
REVOCABLE LICENSE FOR USE OF CITY-OWNED LAND

THE CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation, whose address is P.O. Box 210, St. Augustine, Florida, 32085-0210 (the "Grantor"), and **JOHN H. CAHILL AND RUTH B. CAHILL, TRUSTEES OF THE CAHILL FAMILY TRUST**, whose address is 205 Coquina Avenue, St. Augustine, Florida, 32080, their assigns or successors in interest (the "Grantee"), hereby agree that Grantee may encroach into Grantor's land, located adjacent to the Grantee's real property, situated in the State of Florida, County of St. Johns, and City of St. Augustine, and described as follows (the "Property"):

Lands westerly and adjacent to Lots 21 and 22, Block 63, Davis Shores, as recorded in Map Book 3, Page 102, Public Records of St. Johns County, Florida, as more specifically described in Exhibit "A," attached hereto.

The parties further agree that it is in their mutual interest to allow the Grantee's occupation and use of the Grantor's Property, under terms and conditions intended to protect Grantor's property rights and to accommodate the Grantee, until such time as public interest requires Grantor to cancel and revoke this License. Based on the foregoing, the Grantor and Grantee agree as follows:

1. Grantor grants this Revocable License to Grantee on a continuing basis to use the Property, under the terms and conditions described below but only to the extent required by Grantee for the use and maintenance of the improvements constructed and located within the Property, as shown on Exhibit "A," attached hereto.



2. Grantee shall not construct any further improvements without the appropriate permits from Grantor.

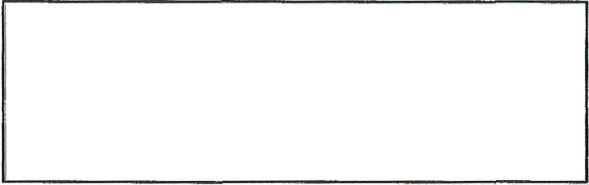
3. In addition to any other reservations made herein, the Grantee acknowledges and agrees that should the Grantor determine that the public interest requires the use of the Property, or any portion thereof, for any purpose, then and in that event, the Grantor may cancel and revoke this License after giving the Grantee ninety (90) days' written notice of the Grantor's intent to revoke this License. Grantee shall have the right of cancellation upon ninety (90) days' written notice to Grantor.

4. Grantee covenants that, during the term of this License, Grantor will have no responsibility for the maintenance of any improvements made by Grantee under, on or over the Property, and that Grantee, at Grantee's own expense, shall keep the improvements of the Property in good order and repair.

5. Grantee, either directly or indirectly, shall not assign, sublease, hypothecate or sell, mortgage, encumber or otherwise transfer this License or any interest therein without the prior written permission of Grantor. Permission for such transfer shall not be unreasonably withheld by Grantor.

6. Grantor reserves the right to terminate and revoke this License, in its sole discretion and for any reason. All rights granted hereunder thereupon shall be considered fully terminated and revoked, and Grantor shall not be held liable by reason hereof.

7. As a condition hereof, Grantee agrees and is bound to hold the City of St. Augustine whole and harmless and to indemnify the City of St. Augustine against any and all claims for damages, costs and expense to persons or property arising out of the use and possession of the Property. This hold harmless and indemnification agreement shall also cover any claim for damage that any utility, whether publicly or privately owned, may sustain or receive by reason of Grantee's use of said Property or Grantee's improvements and equipment located thereon. Grantee shall not make any claim of any kind or character whatsoever against the City of St. Augustine for damages that Grantee may suffer by reason of any cause of whatsoever kind or nature. Further, Grantee shall hold harmless and indemnify Grantor with respect to any and all claims for damages, costs and expense arising from any act or omission of Grantee, or any representative, agent, customer or employee of Grantee. It is the intention of this hold harmless and indemnity agreement on the part of the Grantee, and a condition of this License, that this provision shall be full and total indemnity against any kind or character



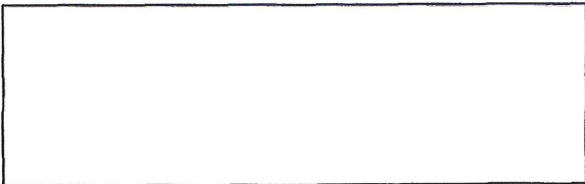
of claim whatsoever that may be asserted against the City of St. Augustine by reason of, or as a consequence of having granted permission to Grantee to use and maintain the Property. Grantee hereby agrees to defend on behalf of the City any and all suits, claims or causes of action brought against the City of St. Augustine and to pay any judgment or judgments which may be rendered against the City of St. Augustine in connection therewith and to pay all costs of such defense, including a reasonable attorney's fee and costs for any pre-litigation activities, litigation or appeals.

8. The Grantee at all times during the term of this License shall carry public liability insurance against personal injury and property damage issued by a company authorized to do business in the State of Florida and satisfactory to the City expressly covering the City of St. Augustine against any and all claims for damages to persons or property as a result of or arising out of the use and maintenance by Grantee of the Property and Grantee's improvements to the Property. Said insurance shall name the City of St. Augustine as an additional insured with limits of coverage not less than: \$300,000, bodily injury or death, each person; \$1,000,000, bodily injury or death, each accident; \$1,000,000, property damage, each individual claim; \$500,000, property damage, each accident. Grantee shall supply written proof of insurance to Grantor within fifteen (15) days of the date this License is executed and shall continue to supply such proof to Grantor for each term such insurance coverage is renewed. Grantor's representative with regard to providing the written proof required herein shall be the Assistant City Manager for the City of St. Augustine, P.O. Box 210, St. Augustine, Florida, 32085-0210, unless and until Grantor notifies Grantee otherwise in writing.

9. Upon the termination or revocation of this License by Grantor or Grantee, this License shall become null and void at which time Grantee shall remove all improvements located under, on or over the Property within sixty (60) days of the date of such termination or revocation. The parties agree that the damages resulting from Grantee's failure to remove any and all improvements within this time are impossible to ascertain and, therefore, agree that in the event that Grantee fails to remove any and all improvements within the time required herein, Grantor's liquidated damages shall be \$500.00 per day.

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

11. If the parties litigate any matter related to this License, venue shall lie in a court of competent jurisdiction located in St. Johns County, Florida.

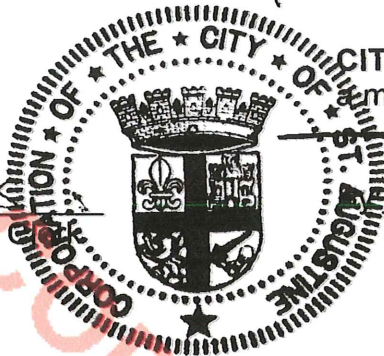


IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this 12th day of July, 2010.

ATTEST:

Karen Rogers
Karen Rogers, CMC/City Clerk

(SEAL)



CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

JOE BOLES, JR., MAYOR

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths, and take acknowledgments, JOE BOLES, JR., who is personally known to me and is the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal in St. Johns County, State of Florida, this 12th day of July, 2010.

Darlene H. Kirkland
Notary Public, State of Florida

NOTARY PUBLIC-STATE OF FLORIDA
Darlene H. Kirkland
Commission #DD831326
Expires: OCT. 16, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Dennis W. Allen
Witness
Printed Name: Dennis W. Allen

John Kavanagh
Witness
Printed Name: John KAVANAUGH

GRANTEE:

John H. Cahill
JOHN H. CAHILL, TRUSTEE OF THE
CAHILL FAMILY TRUST

NOTARY PUBLIC-STATE OF FLORIDA
John F. Kavanaugh
Commission #DD834009
Expires: NOV. 21, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JOHN H. CAHILL, TRUSTEE OF THE CAHILL FAMILY TRUST, who is personally known to me and is the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the uses and purposes therein expressed.

12th Witness my hand and official seal in St. Johns County, State of Florida, this day of July, 2010.


Notary Public, State of Florida

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Dennis W. Allen
Witness
Printed Name: Dennis W. Allen

Ruth B. Cahill
RUTH B. CAHILL, TRUSTEE OF THE
CAHILL FAMILY TRUST

John F. Kavanaugh
Witness
Printed Name: JOHN F. KAVANAUGH

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, RUTH B. CAHILL, TRUSTEE OF THE CAHILL FAMILY TRUST, who is personally known to me and is the person described in and who executed the foregoing instrument and who acknowledged before me that she executed the same for the uses and purposes therein expressed.

12th Witness my hand and official seal in St. Johns County, State of Florida, this day of July, 2010.


Notary Public, State of Florida

NOTARY PUBLIC-STATE OF FLORIDA
John F. Kavanaugh
Commission #DD834009
Expires: NOV. 21, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

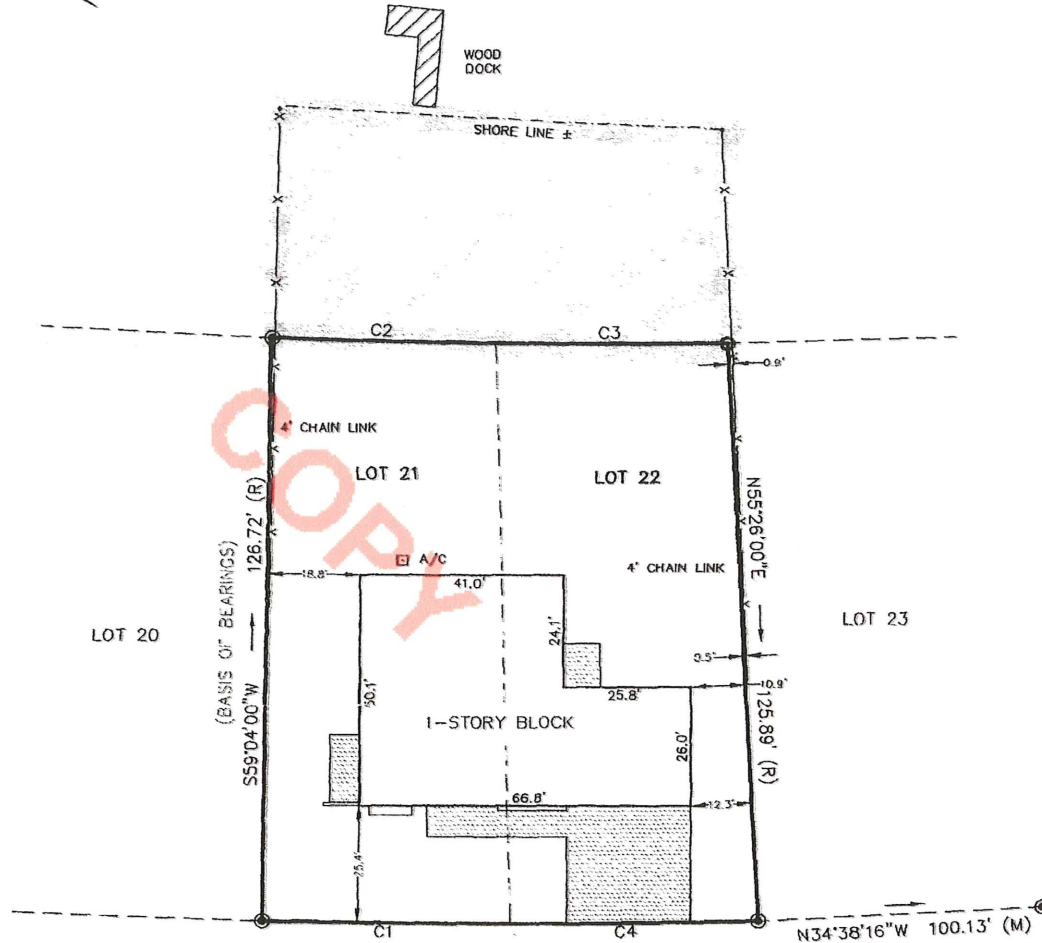
Approved as to form and
legal sufficiency:

Ronald W. Brown
Ronald W. Brown, City Attorney

MAP SHOWING BOUNDARY SURVEY

LOTS 21 AND 22, BLOCK 63, DAVIS SHORES SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF
RECORDED IN MAP BOOK 3, PAGE 102, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

QUARRY CREEK



0.28 ACRES LOT 21 & 22

COQUINA AVE.
(PAVED 60' R/W)
(BASIS OF BEARINGS)

CURVE TABLE (R)				
CURVE	LENGTH	RADIUS	CHORD	DIRECTION
C1	50.02	1890.00	50.02	N30°51'46"W
C2	45.39	1550.00	45.38	N30°07'00"W
C3	46.62	1550.00	46.62	N31°47'39"W
C4	49.96	1890.00	49.96	N32°18'27"W

PROPERTY DATA
ADDRESS: 205 COQUINA AVE.
REF# 223580 0000

ABBREVIATION TABLE
R/W. = RIGHT OF WAY (M) = MEASURED
L.B. = LICENSED BUSINESS (R) = RECORD
L.S. = LICENSED SURVEYOR (C) = CALCULATED
P.B. = PLAT BOOK
P.C. = PAGE
O.R. = OFFICIAL RECORD
F.I.R. = FOUND IRON ROD
F.I.P. = FOUND IRON PIPE
P.L.S. = PROFESSIONAL LAND SURVEYOR
P.C.M. = FOUND CONCRETE MONUMENT
S.I.P. = SET IRON PIPE
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY

SURVEY MAP PREPARED FOR:
JOHN CAHILL

SURVEYOR'S NOTES:

- 1.) NO SUBSURFACE FIXED IMPROVEMENTS ARE LOCATED.
- 2.) THIS SURVEY MAP AND COPIES THEREOF ARE INVALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 3.) OWNERSHIP OF FENCES & IMPROVEMENTS IS NOT DETERMINED.

JAMES D. ELSON
PROFESSIONAL SURVEYOR AND MAPPER
3400 U.S. 1 SOUTH - SUITE H
SAINT AUGUSTINE, FLORIDA 32086
LSRSURVEY.COM

PHONE: 904-797-4200 FAX: 904-797-4282

SYMBOL LEGEND SET
○ SET 5/8" IRON ROD P.S.M. # 6270
□ SET 4"x4" CONCRETE MONUMENT P.S.M. # 6270
△ SET NAIL & DISK P.S.M. # 6270
X SET X CUT

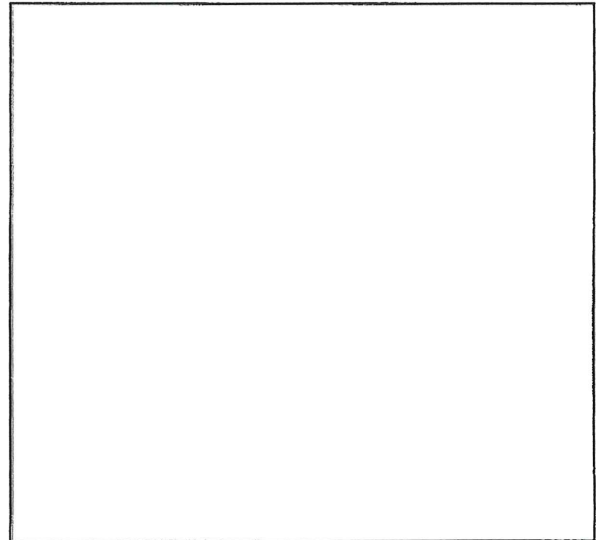
SYMBOL LEGEND FOUND
■ FOUND 4"x4" CONCRETE MONUMENT
● FOUND 1/2" IRON PIPE

FLOOD DATA
FLOOD ZONE: AE (EL 9')
COMMUNITY PANEL NO: 12109C318G
REVISED: SEPTEMBER 3, 2003

MAP SCALE: 1" = 30'
PROJECT #: 03-313
SURVEY DATE: 9-21-03
SIGNATURE DATE: 9-23-03

James D. Elson
JAMES D. ELSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER P.S.M. # 6270

This instrument was prepared under the supervision and direction of Ronald W. Brown, City Attorney, P.O. Box 210, St. Augustine, FL, 32085



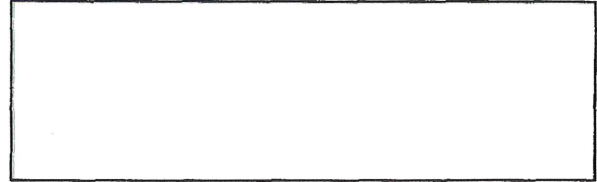
REVOCABLE LICENSE FOR USE OF CITY-OWNED LAND

THE CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation, whose address is P.O. Box 210, St. Augustine, Florida, 32085-0210 (the "Grantor"), and **JOHN H. CAHILL AND RUTH B. CAHILL, TRUSTEES OF THE CAHILL FAMILY TRUST**, whose address is 205 Coquina Avenue, St. Augustine, Florida, 32080, their assigns or successors in interest (the "Grantee"), hereby agree that Grantee may encroach into Grantor's land, located adjacent to the Grantee's real property, situated in the State of Florida, County of St. Johns, and City of St. Augustine, and described as follows (the "Property"):

Lands westerly and adjacent to Lots 21 and 22, Block 63, Davis Shores, as recorded in Map Book 3, Page 102, Public Records of St. Johns County, Florida, as more specifically described in Exhibit "A," attached hereto.

The parties further agree that it is in their mutual interest to allow the Grantee's occupation and use of the Grantor's Property, under terms and conditions intended to protect Grantor's property rights and to accommodate the Grantee, until such time as public interest requires Grantor to cancel and revoke this License. Based on the foregoing, the Grantor and Grantee agree as follows:

1. Grantor grants this Revocable License to Grantee on a continuing basis to use the Property, under the terms and conditions described below but only to the extent required by Grantee for the use and maintenance of the improvements constructed and located within the Property, as shown on Exhibit "A," attached hereto.



2. Grantee shall not construct any further improvements without the appropriate permits from Grantor.

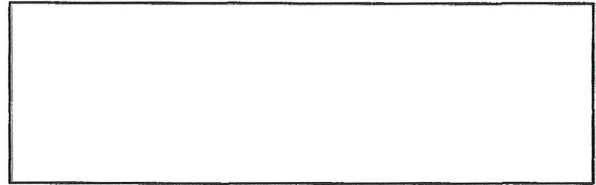
3. In addition to any other reservations made herein, the Grantee acknowledges and agrees that should the Grantor determine that the public interest requires the use of the Property, or any portion thereof, for any purpose, then and in that event, the Grantor may cancel and revoke this License after giving the Grantee ninety (90) days' written notice of the Grantor's intent to revoke this License. Grantee shall have the right of cancellation upon ninety (90) days' written notice to Grantor.

4. Grantee covenants that, during the term of this License, Grantor will have no responsibility for the maintenance of any improvements made by Grantee under, on or over the Property, and that Grantee, at Grantee's own expense, shall keep the improvements of the Property in good order and repair.

5. Grantee, either directly or indirectly, shall not assign, sublease, hypothecate or sell, mortgage, encumber or otherwise transfer this License or any interest therein without the prior written permission of Grantor. Permission for such transfer shall not be unreasonably withheld by Grantor.

6. Grantor reserves the right to terminate and revoke this License, in its sole discretion and for any reason. All rights granted hereunder thereupon shall be considered fully terminated and revoked, and Grantor shall not be held liable by reason hereof.

7. As a condition hereof, Grantee agrees and is bound to hold the City of St. Augustine whole and harmless and to indemnify the City of St. Augustine against any and all claims for damages, costs and expense to persons or property arising out of the use and possession of the Property. This hold harmless and indemnification agreement shall also cover any claim for damage that any utility, whether publicly or privately owned, may sustain or receive by reason of Grantee's use of said Property or Grantee's improvements and equipment located thereon. Grantee shall not make any claim of any kind or character whatsoever against the City of St. Augustine for damages that Grantee may suffer by reason of any cause of whatsoever kind or nature. Further, Grantee shall hold harmless and indemnify Grantor with respect to any and all claims for damages, costs and expense arising from any act or omission of Grantee, or any representative, agent, customer or employee of Grantee. It is the intention of this hold harmless and indemnity agreement on the part of the Grantee, and a condition of this License, that this provision shall be full and total indemnity against any kind or character



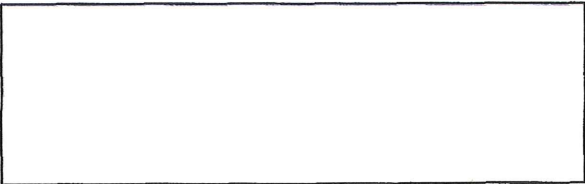
of claim whatsoever that may be asserted against the City of St. Augustine by reason of, or as a consequence of having granted permission to Grantee to use and maintain the Property. Grantee hereby agrees to defend on behalf of the City any and all suits, claims or causes of action brought against the City of St. Augustine and to pay any judgment or judgments which may be rendered against the City of St. Augustine in connection therewith and to pay all costs of such defense, including a reasonable attorney's fee and costs for any pre-litigation activities, litigation or appeals.

8. The Grantee at all times during the term of this License shall carry public liability insurance against personal injury and property damage issued by a company authorized to do business in the State of Florida and satisfactory to the City expressly covering the City of St. Augustine against any and all claims for damages to persons or property as a result of or arising out of the use and maintenance by Grantee of the Property and Grantee's improvements to the Property. Said insurance shall name the City of St. Augustine as an additional insured with limits of coverage not less than: \$300,000, bodily injury or death, each person; \$1,000,000, bodily injury or death, each accident; \$1,000,000, property damage, each individual claim; \$500,000, property damage, each accident. Grantee shall supply written proof of insurance to Grantor within fifteen (15) days of the date this License is executed and shall continue to supply such proof to Grantor for each term such insurance coverage is renewed. Grantor's representative with regard to providing the written proof required herein shall be the Assistant City Manager for the City of St. Augustine, P.O. Box 210, St. Augustine, Florida, 32085-0210, unless and until Grantor notifies Grantee otherwise in writing.

9. Upon the termination or revocation of this License by Grantor or Grantee, this License shall become null and void at which time Grantee shall remove all improvements located under, on or over the Property within sixty (60) days of the date of such termination or revocation. The parties agree that the damages resulting from Grantee's failure to remove any and all improvements within this time are impossible to ascertain and, therefore, agree that in the event that Grantee fails to remove any and all improvements within the time required herein, Grantor's liquidated damages shall be \$500.00 per day.

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

11. If the parties litigate any matter related to this License, venue shall lie in a court of competent jurisdiction located in St. Johns County, Florida.

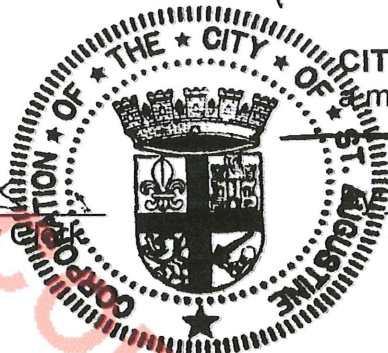


IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on this 12th day of July, 2010.

ATTEST:

Karen Rogers
Karen Rogers, CMC/City Clerk

(SEAL)



CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

JOE BOLES, JR. MAYOR

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths, and take acknowledgments, JOE BOLES, JR., who is personally known to me and is the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the uses and purposes therein expressed.

12th Witness my hand and official seal in St. Johns County, State of Florida, this day of July, 2010.

Darlene H. Kirkland
Notary Public, State of Florida

NOTARY PUBLIC-STATE OF FLORIDA
Darlene H. Kirkland
Commission #DD831326
Expires: OCT. 16, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Dennis W. Allen
Witness
Printed Name: Dennis W. Allen

John Kavanagh
Witness
Printed Name: John KAVANAUGH

GRANTEE:

John H. Cahill
JOHN H. CAHILL, TRUSTEE OF THE
CAHILL FAMILY TRUST

NOTARY PUBLIC-STATE OF FLORIDA
John F. Kavanaugh
Commission #DD834009
Expires: NOV. 21, 2012
BONDED THRU ATLANTIC BONDING CO., INC.

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JOHN H. CAHILL, TRUSTEE OF THE CAHILL FAMILY TRUST, who is personally known to me and is the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the uses and purposes therein expressed.

12th Witness my hand and official seal in St. Johns County, State of Florida, this day of July, 2010.


Notary Public, State of Florida

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

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Witness
Printed Name: Dennis W. Allen

Ruth B. Cahill
RUTH B. CAHILL, TRUSTEE OF THE
CAHILL FAMILY TRUST


Witness
Printed Name: JOHN F. KAVANAUGH

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, RUTH B. CAHILL, TRUSTEE OF THE CAHILL FAMILY TRUST, who is personally known to me and is the person described in and who executed the foregoing instrument and who acknowledged before me that she executed the same for the uses and purposes therein expressed.

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Notary Public, State of Florida

NOTARY PUBLIC-STATE OF FLORIDA
John F. Kavanaugh
Commission #DD834009
Expires: NOV. 21, 2012
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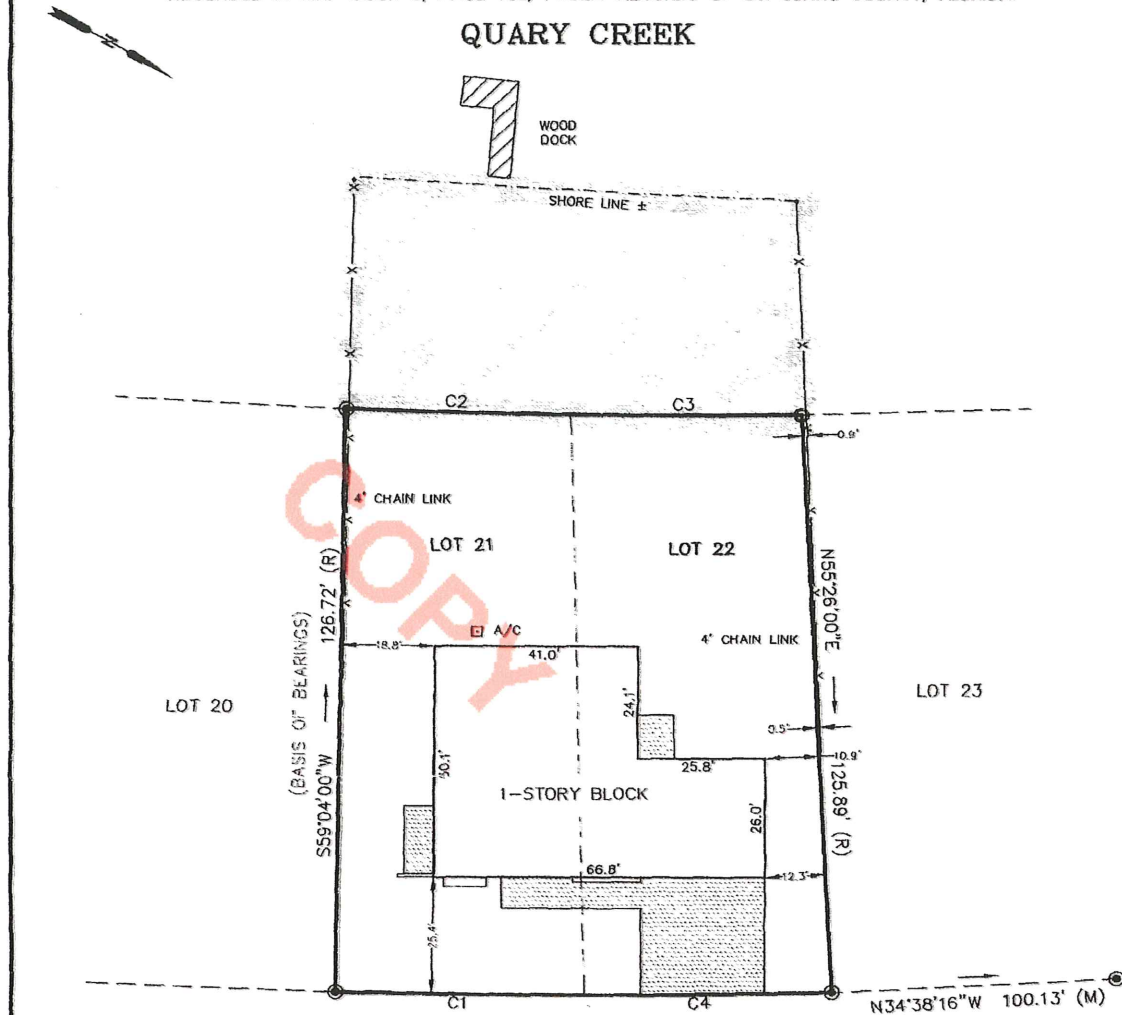
Approved as to form and
legal sufficiency:

Ronald W. Brown
Ronald W. Brown, City Attorney

MAP SHOWING BOUNDARY SURVEY

LOTS 21 AND 22, BLOCK 63, DAVIS SHORES SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF
RECORDED IN MAP BOOK 3, PAGE 102, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

QUARRY CREEK



0.28 ACRES LOT 21 & 22

COQUINA AVE.

(PAVED 60' R/W)

(BASIS OF BEARINGS)

CURVE TABLE (R)				
CURVE	LENGTH	RADIUS	CHORD	DIRECTION
C1	50.02	1890.00	50.02	N30°51'46"W
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REF# 223580 0000

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P.L.S. - PROFESSIONAL LAND SURVEYOR
F.C.M. - FOUND CONCRETE MONUMENT
S.I.P. - SET IRON PIPE
P.C. - POINT OF CURVATURE
P.T. - POINT OF TANGENCY

SURVEY MAP PREPARED FOR:
JOHN CAHILL

SURVEYOR'S NOTES:

- 1.) NO SUBSURFACE FIXED IMPROVEMENTS ARE LOCATED.
- 2.) THIS SURVEY MAP AND COPIES THEREOF ARE INVALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
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SYMBOL LEGEND SET
○ SET 5/8" IRON ROD P.S.M. # 6270
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X SET X CUT

SYMBOL LEGEND FOUND
■ FOUND 4"x4" CONCRETE MONUMENT
◎ FOUND 1/2" IRON PIPE

FLOOD DATA
FLOOD ZONE: AE (EL 9')
COMMUNITY PANEL NO: 12109C318G
REVISED: SEPTEMBER 3, 2003

JAMES D. ELSON
PROFESSIONAL SURVEYOR AND MAPPER

3400 U.S. 1 SOUTH - SUITE H
SAINT AUGUSTINE, FLORIDA 32086

LSRSURVEY.COM

PHONE: 904-797-4200

FAX: 904-797-4282

MAP SCALE: 1" = 30'
PROJECT #: 03-313
SURVEY DATE: 9-21-03
SIGNATURE DATE: 9-23-03

James Elson
JAMES D. ELSON
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NUMBER P.S.M. # 6270

13 Recording Expense - \$18.50
Documentary Stamps - \$7.70

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
Kristopher D. Robinson
1515 Riverside Avenue, Suite A
Jacksonville, Florida 32204
(904) 353-5616

WARRANTY DEED

THIS WARRANTY DEED made the 22nd day of June, A.D. 2010 by
PIERRE D. THOMPSON, a married man, hereinafter called the grantor,
whose post office address is P. O. Drawer 70, St. Augustine,
Florida 32085, to PIERRE D. THOMPSON and PAUL J. THOMPSON, as Co-
Trustees of the Pierre D. Thompson Revocable Trust UAD 1-11-2008,
whose post office address is P. O. Drawer 70, St. Augustine,
Florida 32085, hereinafter called the grantee.

(Wherever used herein the terms "grantor" and "grantee"
include all the parties in this instrument and the heirs, legal
representatives and assigns of individuals, and the successors and
assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the
sum of Ten and No/100 Dollars (\$10.00) and other valuable
considerations, receipt whereof is hereby acknowledged, hereby
grants, bargains, sells, aliens, remises, releases, conveys and
confirms unto the grantee grantor's undivided fifty percent (50%)
interest in that certain land situate in St. Johns County, Florida,
the property appraiser's identification number of which is 158560-
0000, viz:

ALL OF GOVERNMENT LOT 1, SECTION 20, TOWNSHIP 7 SOUTH, RANGE 30
EAST, ST. JOHNS COUNTY, FLORIDA, LYING SOUTH AND WEST OF ESCOLATA
CREEK. EXCEPTING THEREFROM ANY PORTION, IF ANY, LYING WITHIN LOT
13, BLOCK 4, PELICAN REEF II, ACCORDING TO THE PLAT THEREOF
RECORDED IN MAP BOOK 39, PAGES 91 THROUGH 98, OF THE PUBLIC
RECORDS OF SAID COUNTY.

The Grantor herein expressly warrants that the above
described property is not the Grantor's homestead
property under the Constitution and laws of the State of
Florida.

The Grantee, and the Grantee's Successors, as Trustee,
shall have the full power and authority to protect,
conserve, sell, lease, encumber or otherwise in order to
manage and dispose of the real property described
hereinabove.

Page 1 of 2

* AT FEB 4th meeting the city presented this
deed to prove the land in question (and a problem for
our ~~map~~ easement agreement) BELONGS TO THOMPSON BROS.
Please note the property in question is EAST OF ESCOLATA CREEK,
WHICH INCLUDES PROPERTIES NORTH OF ME, AS WELL.

TITLE
DETERMINATION
ITEM 3
REQ. CONVEYANCE
ITEM FROM
CITY TO
PIERRE?
Yellow
Laundry

THE PROPERTY
IN QUESTION
IS ON THE
EAST SIDE
OF ESCOLATA
CREEK -

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 has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, covenants and restrictions of record and ad valorem taxes accruing subsequent to December 31, 2009.

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:

Kristopher D. Robinson
Kristopher D. Robinson

Pierre D. Thompson (SEAL)
Pierre D. Thompson

Christi L. Peterson
Christi L. Peterson

Witnesses

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 22nd day of June, 2010, by PIERRE D. THOMPSON, who is personally known to me.

Christi L. Peterson
Christi L. Peterson
Notary Public, State of Florida
My commission expires:
My commission number is:



Petition To Prevent The City From Purchasing Land On Coquina Ave (Davis Shores)

We, the undersigned request that the city commissioners stop the purchase of
91-93 Coquina in Davis Shores.

Mary Beth Kelly

Roger White

Mark Meredith

Ideline Sullivan

Scott Beatty

Sandi Zelyko

~~John~~ Gowen

John Robinson

John Blumley

Kathleen Beck

Eddy Byles

Laura Bae

Stuart L. Filler

Steve Ferreira

Daniel C. Nolan

Hebra A. Nolan

BK Morong

~~Don~~ Van

Zonia A. Huley

Alicia Watson

~~DD~~

Susie Russell

~~AM~~

Boh A. Motzel

142 Inlet Dr

3 Murat St.

804 West 2nd St

60 Water St. 32084

54 Curraa 32084

23 Ribena St 32084

4 Tremonton St

5 Tremonton St. 32084

142 Marine St, 32084

142 Inlet Dr.

Kathleen 435 Flagler Blvd 32080

65 Busan St. 32080

65 Busan St. 32080

67 Lighthouse Ave, 32080

65 LIGHTHOUSE AVE 32080

414 FLAGLER BL 32080

414 Flagler St 32080

46A Fullerwood Dr. 32084

79 Fullerwood 32084

79 Fullerwood 32084

74 Fullerwood 32084

74 Fullerwood 32084

40 E. Park Ave 32084

38 E PARK AVE 32084

38 E PARK AVE 32084

Petition To Prevent The City From Purchasing Land On Coquina Ave (Davis Shores)

We, the undersigned request that the city commissioners stop the purchase of
91-93 Coquina in Davis Shores.

107

Kirshin McMullen 71 Water St, St Augustine 32084

CHUCK Gillingham 70 WATER ST. ST AUGUSTINE 32084

INEZ NICKMANS 48 WATER ST. ST AUG. FL 32084

DEBORAH WATERS 42 WATER ST ST AUG FL 32084

JAMES Ty MERRITT 28 WATER ST. ST. AUG 32084

ELISA NEVEL 45 CARRERA ST 32084

MARIENE Ahearn 30 Riberia St 32084

RICHARD BOZUNG 45 SARAGOSSA ST ST AUG 32084

Donna Houston 35 SARAGOSSA ST ST Augustine, FL 32084

Monica Masters 35 SARAGOSSA ST ST. Aug FL 32084

Alanna Gowens 162 Ovuda St 32084

Wynema Gatewood 18 St Augustine Blvd #3 32080

Joanne Everett 70 N. St. Augustine Blvd. 32080

ROGER EVERETT 70 N. St. Augustine Blvd, St Augustine FL 32080

2 AVISTA CIR ST. AUGUSTINE 32080

7 AVISTA CIR St. Augustine 32080

DAVID SALCE 9 AVISTA CIR. St. Aug 32080

JED KATZMAN 7 AVISTA Circle St. Aug 32080

Rachel Byrnsite 32 E Park Ave 32080

LUANA ALLEN 33 OLD MISSION 32084

MARGIE ADREWS 5 BEACON ST 32084

Paul McGuire 185 Inlet Dr. 32080

File McGuire 185 Inlet Drive 32080

Property Owner Tax payer 32080

Petition To Prevent The City From Purchasing Land On Coquina Ave (Davis Shores)

We, the undersigned request that the city commissioners stop the purchase of
91-93 Coquina in Davis Shores.

Patricia Mark	53 E. Park Ave	32084
Joseph Mark	53 E. Park Ave.	32084
STEVE R. HOWARD	64 fullerwood Dr.	32084
CATHY HOWARD	64 fullerwood Dr.	32084
Anne White	3 Murat St	32080
Marisa Clark	70 Almeria St	32084
Chris Clark	70 Almeria st	32084
John Morrow	83 Coquina Ave	32080
Katherine DeMar	245 Coquina Ave	32080
John Fandrich	1 Park Terrace Dr	32080
John Fandrich	241 Coquina Ave	32080
B.J. Kalaidi	8 NEWCOMB ST	32084

Petition To Prevent The City From Purchasing Land On Coquina Ave (Davis Shores)

We, the undersigned request that the city commissioners extend the purchase of 91-93 Coquina in Davis Shores to allow for ALL due diligence to be completed so that we can ascertain the costs associated with the park and that the flooding will be prevented along Coquina Avenue.

<i>John Rosenberg</i>	John Rosenberg	39 Water St. St Aug 32084
	Susan Fleming	18 N. St Augustine Blvd 32080
	Cliff Tenta	18 N St. Augustine Blvd #7
<i>Terry Buchanan</i>	Terry Buchanan	74 N. St Augustine Blvd

WHAT TIME DO
THE VARIOUS
BUS STOP SERVING?, 2

ALCOHOL SERVING ESTABLISHMENTS

- 34** FULL LIQUOR
- 35** BEER/WINE

