



**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, APRIL 24, 2023 - 5:00 PM
ALCAZAR ROOM**

1. CALL TO ORDER

- ◆ Roll Call
- ◆ Invocation and Pledge of Allegiance

2. ADMINISTRATIVE ITEMS

- ◆ Modification and Approval of REGULAR AGENDA

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

3.A. Presentation of the 2023 City Commission Citizenship Awards to:

- Molly Coolican, Bartram Trail High School
- Paige Wilson, Creekside High School
- Bailey Thomas, Florida School of the Deaf and Blind- Blind Department
- Paisley Crook, Florida School of the Deaf and Blind- Deaf Department
- Ava Willets, St. Augustine High School
- LilyRose Heng Yun Sarchie-Casamassima, Toco Creek High School
- Nikalas Orleskie, St. Joseph Academy
- Hope Freedman, Ponte Vedra High School
- Rosie Carmichael, Pedro Menendez High School
- Tabitha Gottipati, Nease High School

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

- ◆ 3 minutes per individual

5. CONSENT AGENDA

6. APPEALS

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

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

7.A. General Public Presentations

7.B. Items of Great Public Importance

7.B.1. City Manager Applications (15 Minutes Each) (*N. Sikes-Kline, Mayor*)

- Todd Grant
- Reuben Franklin
- David Birchim

7.C. Other Items Requiring Public Hearing

7.C.1. Community Development Block Grant for Emergency Services and Homeless Coalition of St. Johns County (*E. Walters, Grant Administration Coordinator*)

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

8.A. Ordinances - Second Reading

8.A.1. Ordinance 2023-09: Retiree Cost of Living Allowance (*G. Johnson, Deputy Finance Director*)

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

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

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

9.A. Ordinances - First Reading

9.A.1. Ordinance 2023-10: Annexation of Approximately 14.79 acres of land South of the existing Shipyards Project, East of Arapaho Avenue and North and West of the San Sebastian River (*A. Skinner, Planning and Building Director*)

9.A.2. Ordinance 2023-11: Amending Future Land Use Designation of Approximately 5,076 square feet from St. Johns County Mixed-Use District to City Residential Medium Use as part of the annexation to be incorporated into the Shipyards Project (*A. Skinner, Planning and Building Director*)

9.A.3. Ordinance 2023-12: Amending the Zoning Category of Approximately 5,076 square feet from St. Johns County Open Rural (OR) to City Residential General Office (RGO) as part of the annexation to be incorporated into the Shipyards Project (*A. Skinner, Planning and Building, Director*)

9.A.4. Ordinance 2023-13: Amending the Future Land Use Designation of Approximately 13.70 acres from St. Johns County Mixed-Use District and City Residential Medium

Density Mixed Use to City Residential Low Density as part of the annexation to be incorporated into the Shipyards Project (*A. Skinner, Planning and Building, Director*)

9.A.5. Ordinance 2023-14: Amending the Zoning Category of Approximately 13.70 acres from St. Johns County Open Rural (OR) and City Residential General Office (RGO) to City Planned Unit Development (PUD) as part of the annexation to be incorporated into the Shipyards Project (*A. Skinner, Planning and Building, Director*)

9.A.6. Ordinance 2023-15: Clarifying the residency requirements of the City Manager (*I. Lopez, City Attorney*)

9.B. Resolutions

9.B.1. Resolution 2023-08: 515 Arricola Avenue regarding the City Flood Mitigation Grant Program (*J. Beach, Chief Resiliency Officer, and R. Schauland, Jr., Planning and Building Department*)

9.B.2. Resolution 2023-09: Support of Ingraham House's Rehabilitation and Restoration Grant (*B. Blonder, Commissioner*)

10. STAFF REPORTS AND PRESENTATIONS

10.A. Discussion of Potential Acquisition of 5 South Street (*R. Franklin, Public Works Director*)

11. ITEMS BY CITY ATTORNEY

11.A. City Manager Employment Contract Template (*I. Lopez, City Attorney*)

12. ITEMS BY CITY CLERK

13. ITEMS BY CITY MANAGER

14. ITEMS BY MAYOR AND COMMISSIONERS

15. ADJOURN

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

CONSENT AGENDA - APRIL 24, 2023

Preview of upcoming Commission meetings.

CA.1. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON MAY 8, 2023:

- Ordinance 2023-15

CA.2. Reminder of Upcoming Meetings

- May 8, 2023, 3:00 p.m. Special Meeting
- May 8, 2023, 4:30 p.m. Award Presentation
- May 8, 2023, 5:00 p.m. Regular Meeting
- May 24, 2023, 5:00 p.m. Regular Meeting
- June 12, 2023, 5:00 p.m. Regular Meeting

APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS: NONE

CA.3. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):

- 495 S. Volusia Street - Norita McSwain

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

NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.

CA.4. 2022 Floodplain Management Plan Annual Progress Report (*J. Beach, Chief Resiliency Officer*)

CA.5. Second quarter report by the legal department (*I. Lopez, City Attorney*)

CA.6. Authorization to accept Federal Funding Assistance for Edward Byrne Memorial Justice Assistance Grant (JAG) (*A. Cuthbert, Assistance Police Chief*)

End Consent Agenda

CITY OF ST. AUGUSTINE, FLORIDA

MEMORANDUM

TO: Lucy Fountain
DATE: April 12, 2023
RE: 2023 City Commission Citizenship Awards

The students that are listed below will be awarded the 2023 City Commission Citizenship Awards. Each student will receive a plaque, lapel pin and small stipend check for \$200.00.

Bartram Trail High School
Creekside High School
Florida School for the Deaf & Blind-
Blind Department
Florida School for the Deaf & Blind-
Deaf Department
St. Augustine High School
Tocoi Creek High School
St. Joseph Academy
Ponte Vedra High School
Pedro Menendez High School
Nease High School

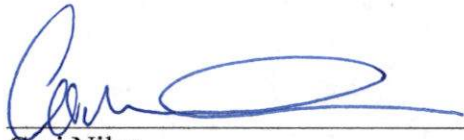
Molly Coolican
Paige Wilson

Bailey Thomas

Paisley Crook
Ava Willets
LilyRose Heng Yun Sarchie-Casamassima
Nikalas Orleskie
Hope Freedman
Rosie Carmichael
Tabitha Gottipati

All but three county high schools have submitted a candidate this year. I would like this award ceremony placed on the April 24th City Commission meeting agenda.

Let me know if you have any questions.



Cori Niles
Event & Venue Coordinator
City of St. Augustine

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan
City Manager

DATE: April 13, 2023

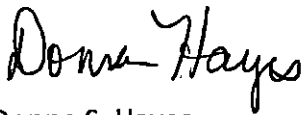
RE: City Manager Applicants

The attached are the cover letters, resumes, and references for the three internal applicants for the position of City Manager. The applicants are:

- David Birchim, Assistant City Manager
- Reuben Franklin, Public Works Director
- Todd Grant, Utilities Director

Please add this to the agenda for the City Commission meeting on April 24th for the Commission to review and consider for appointment of the City Manager position.

As always, please do not hesitate to contact me if you have any questions.



Donna S. Hayes
Human Resources Director

David Douglas Birchim

Augustine, Florida, 32084 | (904) 687-5390 | dbirchim@comcast.net

March 30, 2023

Mayor, Vice-Mayor and City Commissioners
City of St. Augustine, Florida
75 King Street, St. Augustine, FL 32084

Dear Mayor, Vice-Mayor and City Commissioners:

I am applying for the position of City Manager. I have worked for the City of St. Augustine for over 25 years. I began my career with the city as an entry level city planner in 1997 and I was promoted through the Planning and Building Department, becoming the Department Director in 2014. I have been the Assistant City Manager since 2021. My attached resume gives more details of my current job assignments and past job history with the city.

I have had excellent mentoring and leadership during my employment with the city and I believe this has led me to adopt a collaborative leadership style. This style works very well with the current city leadership team and I will continue to use this leadership style if I am selected for City Manager. I have a reputation for working well with city residents and neighborhood organizations as well as the business community and large institutions within the community. I have a long institutional knowledge of past city government decisions and I have been directly involved in the development of the city since 1997.

I am particularly interested in seeing our current resiliency and mobility programs grow and I am confident these programs will result in positive impacts for our community. I have been very involved with the redevelopment of the "Broudy" property, which combines mobility improvements with potential economic development gains for the west side of the city. As you know, I am currently working on developing affordable housing at 450 N. Holmes Boulevard and I have been working on solutions to the city's homeless problems as well.

I look forward to speaking to you all about my vision for St. Augustine's future.

Sincerely,



David Birchim

DAVID DOUGLAS BIRCHIM

T. AUGUSTINE, FLORIDA, 32084 (904) 687-5390, DBIRCHIM@COMCAST.NET

Education

University of Tennessee – Master of Science in Planning
Graduation Spring 1997
Thesis, Economic Development

University of Florida – Bachelor of Arts, Liberal Arts
Graduation Fall 1991

Professional Accreditation

American Institute of Certified Planners (AICP)
Certified Planner Number #026298

Florida Public Pension Trustee Association (FPPTA)
Certified Public Pension Trustee

Experience

TOTAL OF MORE THAN 25 YEARS PROFESSIONAL URBAN PLANNING AND PUBLIC
ADMINISTRATION EXPERIENCE, OF WHICH 20 YEARS ARE IN A SUPERVISORY POSITION

to present	City of St. Augustine, Florida
ASSISTANT CITY MANAGER	
August 26, 2014 to	City of St. Augustine, Florida
DIRECTOR, PLANNING AND BUILDING DEPARTMENT	
May 23, 2014 to August 25, 2014	City of St. Augustine, Florida
ACTING DIRECTOR, PLANNING AND BUILDING DEPARTMENT	
October 9, 2012 to May 23, 2014	City of St. Augustine, Florida
DEPUTY DIRECTOR, PLANNING AND BUILDING DEPARTMENT	
June 1, 2003 to October 9, 2012	City of St. Augustine, Florida
PLANNING MANAGER, PLANNING AND BUILDING DEPARTMENT	
October 10, 2000 to June 1, 2003	City of St. Augustine, Florida
SENIOR PLANNER, PLANNING AND BUILDING DEPARTMENT	
December 29, 1997 to October 10, 2000	City of St. Augustine, Florida
PLANNER II TO SENIOR PLANNER, PLANNING AND BUILDING DEPARTMENT	

Current Job Assignments

Real Estate Development, Sale and Acquisition: Responsible for the following projects;

- 450 N. Holmes Boulevard – Development of 400+ units of affordable housing on 82 acres of city-owned land in St. Johns County, including the rezoning of the property and possible wetlands mitigation.
- 13 Dolphin Drive – Responsible for the rezoning and sale of this city-owned property and transfer of proceeds to develop the “Middleton House” Archaeology Center. This will include an anticipated future land donation.
- 800 Plantation Island Drive – Responsible for the establishment of a passive public park on the north side of SR312/Mizell Road and the sale or transfer of ownership of 800 Plantation Island Drive, including disposal of historic landfill materials on-site.

Urban Planning Experience

Zoning and Land Development Regulations: Perform subdivision and site plan review; analyze applications for Rezoning, Comprehensive Plan Amendments, Variances, Conservation Zone Development and Zoning Exceptions; published staff reports for all cases for these applications before the City of St. Augustine Planning and Zoning Board since 1998 and gave public presentations regarding each individual case before the board.

Statutory and Growth Management Compliance: Ensure St. Augustine’s Comprehensive Plan and land development regulations were in compliance with state law; supervised the Evaluation and Appraisal Report (EAR) of the 1997 St. Augustine Comprehensive Plan which resulted in the adoption of the current EAR Based Amendments and St. Augustine Comprehensive Plan 2030.

Historic Preservation: Reviewed all developments in the Historic Districts of St. Augustine for compliance with the Architectural Guidelines for Historic Preservation (AGHP), wrote all staff reports and represented the City of St. Augustine for all cases before the St. Augustine Historic Architectural Review Board (HARB) prior to the city’s employment of an Historic Preservation Planner and subsequently directly supervised the city’s Historic Preservation Planner; analyzed all development applications in the Historic Districts for zoning and comprehensive plan compliance and rezoning applications.

Co-authored *Economic Impacts of Historic Preservation in Florida*, Center for Governmental Responsibility, University of Florida Levin College of Law and Center for Urban Policy Research, Rutgers University; September 2002

Community Redevelopment Areas: Responsible for the administration of the Lincolnville Community Redevelopment Area (LCRA) in the City of St. Augustine as well as the monthly meetings of the LCRA Steering Committee and supervise the city’s Community Development Planner and act as staff liaison between the LCRA Steering Committee and the Community Redevelopment Agency (St. Augustine City Commission).

Large Scale Developments/Urban Revitalization: Participated in the planning for the following large scale developments in the City of St. Augustine; San Sebastian Inland Harbor Planned Unit Development, Madeira Planned Unit Development, Antiqua of St. Augustine, Home Depot of St. Augustine, Target of St. Augustine, Flagler Crossing Planned Unit Development, Transit in Parks (Paul Sarbanes) "Reconnecting the Castillo & the Bayfront" project, A1A Safety Improvements project, as well as two complex Planned Unit Development rezonings for Flagler College in the downtown Historic District as well as various Comprehensive Plan text and map amendments.

Special Projects: Acted as Planning Department staff liaison for the **City of St. Augustine Comprehensive Plan 2030**, **City of St. Augustine Conceptual Master Plan for Transit Greenways (2000)** and **City of St. Augustine Design Standards for Entry Corridors (2000)** and **City of St. Augustine Pilot Evaluation of Neighborhood Character – Formed Based Zoning (2006)**.

Grant Management: Responsible for the supervision of annual grants for Historic Preservation including the analysis and recordation of the Nelmar Terrace National Register District, Fullerwood Park National Register District and North City National Register District. Partially supervised the applications for the St. Augustine Waterworks Stabilization Grant, Davis Shores Historic Inventory Grant, and St. Augustine Archaeology Inventory and Analysis Grant that have been awarded and are scheduled to begin in summer 2014.

Budget: Completed the budget for the Planning Division of the St. Augustine Planning and Building Department since 2003 and interacted with senior staff in preparation of the budget for the entire Planning and Building Department budget. Supervised the expenditures of the Planning Division staff and ensured compliance with the adopted budgets since 2003. Participated in the City Manager budget in 2022.

Personnel: While Director of Planning and Building, I was responsible for 13 city employee in 3 different divisions, Planning Division, Building and Code Enforcement Division and Historic Preservation Division.

REFERENCES

Bill Harris (Former City Manager, City of St. Augustine)
(904) 669-4688

Mike Davis (Chairman, Planning and Zoning Board/Resident/Local Business Owner)
AD Davis Construction Company, Inc.
(904) 669-1522

Kanti Patel (Resident/Local Business Owner)
• Hilton Bayfront Hotel
(904) 826-5504

Elaine Darnold (Resident/Local Business Owner)
Elaine H. Darnold, Inc.
(904) 669-5518

John Valdes (Former City Commissioner/Resident/Local Business Owner)
John Valdes and Associates, Inc.
(904) 669-1230

Reuben C. Franklin Jr., P.E.

904-209-4279

rfranklin@citystaug.com

4/5/2023

Dear Mayor, Vice Mayor & Commissioners:

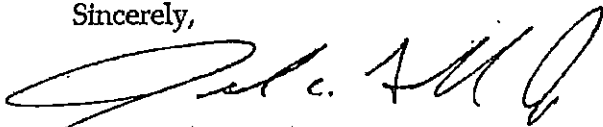
I am writing to express my interest in the City Manager position within the City of St. Augustine. As the current Director of Public Works for the City, I have had the opportunity to work closely with all city departments and many city staff, and have gained valuable experience in managing various city projects and programs. I am excited about the possibility of serving the City in a broader capacity and bringing my expertise to the role of City Manager.

I believe that my experience and skills make me a strong candidate for this position. As the Director of Public Works, I have gained significant experience in managing budgets, overseeing construction projects and coordinating with other city departments to ensure efficient and effective service delivery. In addition, I have built strong relationships with community leaders and stakeholders, and I have a deep understanding of the unique needs and challenges facing the City of St. Augustine.

As City Manager, I will bring a collaborative and results-oriented approach to the role, working closely with the City Commission, department heads, and community members to advance the City's priorities and goals. I am committed to promoting transparency, accountability and effective communication throughout all levels of the organization, and I am eager to continue building a culture of excellence within the City.

I welcome the opportunity to discuss my qualifications and experience further, and to learn and discuss your perspective on the City's vision and goals for the future.

Sincerely,

A handwritten signature in black ink, appearing to read 'Reuben C. Franklin Jr.', written over a horizontal line.

Reuben C. Franklin Jr., P.E.

Enclosure

Reuben C. Franklin Jr., P.E.

75 King Street ■ St. Augustine, Florida, 32085 ■ (904) 209-4279 ■ rfranklin@citystaug.com

As an accomplished professional engineer with 17 years of experience and a proven track record of success as the Director of Public Works for the City of St. Augustine, I am excited to apply for the City Manager position within the City of St. Augustine. My extensive knowledge of the city's infrastructure and operations, coupled with my leadership skills, effective communication, and commitment to excellence, make me an ideal candidate for this important role. I am confident that my expertise and dedication will enable me to effectively manage the city's resources, foster strong relationships with stakeholders, and promote a positive and prosperous future for St. Augustine. I am committed to serving the community and ensuring that the City of St. Augustine continues to thrive and grow in a sustainable and equitable way.

Skilled in:

Project Management - Capital Improvement Planning - Public Engagement - Personnel Management
Municipal Operations - Budget Management - Stakeholder Engagement - Strategic Planning - Communication

ACADEMIC HISTORY

University of Florida, Bachelor of Science in Civil Engineering, May 2006

Engineer-Intern Certificate, December 2005

Professional Engineer Licensure (No. 73810), January 2012 - Present

PROFESSIONAL EXPERIENCE

Professional Engineering Consultants, Inc. (PEC), Engineer-Intern

June 2006 – February 2010

City of St. Augustine, Professional Engineer

July 2010 – February 2017

City of St. Augustine, Mobility Program Manager

February 2017 – September 2019

City of St. Augustine, Public Works Director

September 2019 – Present

Public Works

Responsible for CRA Administration, Mobility, Fish Island Preserve Management, Engineering & Development and Streets & Grounds which involves 45 full time positions and 11 part time positions.

Planning

Developed a long-range mobility plan working with the Planning & Building Department for the City of St. Augustine including multimodal corridors, circulators, shared use streets, complete streets, trails, sidewalks, providing parking on the periphery of the historic downtown core, dynamic message signage (DMS) and smart city initiatives.

Governmental Agency Coordination

North Florida Transportation Planning Organization (NFTPO) – Technical Advisory Committee (TAC) Member

Honors & Awards

First Recipient of The George Gardner Award (2021)

The St. Augustine Record 2020 25 Under Forty Honoree & Local Government Officer of the Year

Leadership Programs

2017 Northeast Florida Regional Leadership Academy Graduate

2023 St. Johns County Chamber of Commerce Leadership St. Johns Program

75 King Street ■ St. Augustine, Florida, 32085 ■ (904) 209-4279 ■ rfranklin@citystaug.com

REUBEN FRANKLIN

St. Augustine, FL 32080
904-466-1192
rfranklin@citystaug.com

REFERENCES

Catherine Williamson

English Language Arts Support Specialist
Ketterlinus Elementary School
City Resident
904-392-1347

Relationship

Personal

Jenn Myers

Owner
Juniper Market
City Resident
407-421-2317

Relationship

Personal

Floyd Phillips

President
Lincolntonville Museum and Cultural Center
City Resident
205-826-0608

Relationship

Professional/Personal

Melinda Rakoncay

City Resident
904-806-3849

Relationship

Professional/Personal

Jonathan B. Paul, AICP

Principal
NUE Urban Concepts
352-363-0614

Relationship

Professional

Jered Solana

Lieutenant
St. Johns County Fire Rescue
904-412-7050

Relationship

Personal

Len Weeks

Weeks Construction Design

904-669-1670

Relationship

Professional/Personal

George M. Kramer, AICP

President

Inspire Placemaking Collective, Inc.

407-202-8387

Relationship

Professional

Grant Misterly, P.E.

Senior Project Manager

Jacobs Engineering, Applied Technology & Management, Inc.

City Resident

904-501-9345

Relationship

Professional/Personal

Greg White Sr.

Former Chair of the West Augustine CRA/Community Leader

904-377-4159

Relationship

Professional/Personal

Dr. Judith Burdan

Adjunct Professor

Flagler College

904-824-0270

Relationship

Personal

Todd Grant, P. G.
tgrant@citystaug.com

904-315-8499
75 King Street, St. Augustine, FL 32084

April 11, 2023

City of St. Augustine Mayor, Vice Mayor and Commissioners
75 King Street
St. Augustine, FL 32084

RE: City Manager Position

Dear Mayor, Vice Mayor, and Commissioners,

Please find attached my resume and a description of selected projects showing my qualifications for the position of City Manager for the City of St. Augustine (City). In my current position as Utilities Director, I have consistently proven my leadership ability running operations for 9 divisions. This department is the largest within the City's organization with just over 100 staff. The Utilities Department provides many of the services that our citizens rely upon. Clean water supply, proper treatment of wastewater and solid waste collection are vital functions of the City. I pride myself and my staff on delivering these items with the outstanding customer service.

My position has also allowed me to get involved in the community and develop a network of individuals and groups to help foster a thriving community. Meeting with businesses and residents has allowed me to gain firsthand knowledge of what the citizens expect from their city staff. The residents of this city have a wealth of knowledge and feel grateful that they have an approachable city government. Many of my meetings have resulted in the implementation of solutions that were provided by the community. These interactions and results have helped to create a positive partnership between the city government and the public.

We are aware that the City of St. Augustine has changed dramatically over the years. When I moved here in 1997 there was little to no tourism or traffic. Affordable housing was obtainable. Homelessness was nonexistent. However, with the increase in tourism and the influx of new residents within the city limits and the county, we have seen these issues grow. As these issues have grown in complexity, I have witnessed the burden it has placed on staff. I strongly feel that as an institution we need to also address employee vacancies, employee retainage, increase in staffing levels and compensation. Also, the implementation of technology across the organization, which I have done within Utilities, would increase efficiency. A stronger workforce will allow the City to properly provide the resources needed to address the complex issues that we face.

I have been able to demonstrate my leadership within the organization as well as on an individual or small staff team level. My reputation amongst staff is one of fairness, equity, efficiency, and pride in work. I look forward to discussing in more detail how my qualifications would benefit our community as City Manager.

Regards,



Todd Grant, P. G.

Education

1990 – Bachelor of Arts, Communications – Auburn University
1995 – Bachelor of Science, Geology, Magna Cum Laude – Auburn University
1998 – Master of Science, Geology – Auburn University
College of Science and Mathematics Dean's Medal (1996)
Graduate Dean's Award for Excellence (1996-1997)

Experience

2019 – Present – Utilities Director, City of St. Augustine

Responsible for the overall management of the largest department within the City's organization. The 9 divisions include the Water and Wastewater Treatment plants, Water Transmission and Distribution, Wastewater Collections, Meter Maintenance, Stormwater, Solid Waste, Environmental Compliance and Geographic Information Systems (GIS). Accountable for developing all budgets within the divisions, Capital Improvement planning and implementation, Plant capacity analysis and compliance, human resources, and implementation of asset management software. Also oversee the sustainability program that includes execution of the City's internal goals for waste reduction, residential compost bin and tree program and citywide collection events. Attend and present at American Public Works Association conferences and seminars, residential meetings, city commission meetings and media personnel.

2009 – 2019 – Public Works Deputy Director, City of St. Augustine, FL

Accountable for the efficient and effective operations of 7 divisions within the department. Overall responsibilities include division budgeting, capital improvements plan development, human resources, workflow management, geographic information systems oversight, asset management software implementation, upgrades and improvements, project management, land acquisition, right-of-way supervision, utility and plant compliance, department permit compliance and sustainability and resiliency program development and implementation. Also attend and participate in city commission meetings, volunteer board meetings, conduct interviews with media outlets and resolve complex citizen complaints and concerns.

2008-2009 – TC3 Environmental Consulting, St. Augustine, FL

Started an environmental company specializing in property transaction environmental screening, soil and groundwater sampling and analysis, recommendation of remediation options and expert witness testimony.

2006-2008 – Environmental Project Manager, ELM LLC, Jacksonville, FL

Provided oversight and completion of all aspects for the demolition of a paper mill. Managed at any given time up to 100 staff. Responsibilities included ensuring the proper disposal and abatement of asbestos containing materials, polychlorinated biphenyls (PCB's), hazardous lab chemicals, underground storage tanks, enforcing health and safety procedures, staff scheduling, budget forecasting, development of remediation alternatives, vendor procurement and regular correspondence with various environmental regulators. The project also involved solidifying and disposal of over 1.5 million gallons of caustic paper mill waste and the operation of an on-site wastewater treatment plant.

1998-2006 – Golder Associates, Inc., Jacksonville, FL

Managed and participated in large scale Phase I and II site assessments, created detailed reports and data analysis, developed contaminated site remediation plans, created and developed the local company's geophysics division, managed field personnel, negotiated with Federal and State agencies, interfaced with key client staff, added 30 new clients and met or exceeded annual sales goals.

References

Martha Graham, P.E. – Former City of St. Augustine Public Works Director – 904-669-0194
Paul Thompson – St. Augustine Realtor – 904-540-2904
Matt Strickland – Business Owner – 904-556-3357

Select Project Highlights

- Lake Maria Sanchez Retention Wall – Responsible for the oversight of the installation of retaining walls and wetland creation areas in various locations around the lake. Corresponded with the Army Corp of Engineers (ACOE) and the Florida Department of Environmental Protection (FDEP) for final approvals and project completion. Approved all pay applications and change orders.
- Wetland Creation – Obtained final acceptance of city-created wetlands adjacent to a former landfill.
- Solid Waste Excavation, Segregation and Disposal – Responsible for the oversight of the removal of approximately 30,000 cubic yards of waste from a borrow pit. Approved pay applications and change orders. Provided regular status updates to the Director and FDEP. Gained approval from the FDEP to use bottom ash from JEA's power plant. The bottom ash provided activated lime that quickly dried out the excavated sludge, thus reducing water weight and saving the city approximately \$20,000 in hauling costs.
- Landfill Closure – Responsible for the oversight of the proper closure of a former city landfill. Tasks included approval of monitoring well installation, sampling and analysis, on-going negotiations with contractors, correspondence with the FDEP and the city's engineering consultant. Obtained approval to be exempt from long term (30 years) groundwater monitoring as the site.
- Dr. Robert B. Hayling Park. - City's representative for the development of the Dr. Robert B. Hayling Freedom Park (former landfill). I worked directly with Keep Riberia Pointe Green, a group of local citizens that presented plans for the overall build-out of the property. I coordinated with the Streets and Grounds Division to install new sidewalk connecting the Eddie Vickers Park to Hayling Park, created a new entrance for Solid Waste to create a safe path to the park and installed approximately 0.5-mile ADA compliant asphalt path around the park. I also worked with Compassionate St. Augustine for the installation of chimes and a memorial bench.
- Riberia Street Reconstruction – City liaison for obtaining temporary and permanent easements and right-of-way acquisition following the Uniform Right-of-Way Act. Responsible for obtaining appraisals for all property involving an easement or right-of-way taking and providing financial compensation to the property owner. Addressed and resolved any complaints regarding the construction.
- Meter Replacement Program – Project Manager for the replacement of approximately 13,000 water meters to automatic meter reading technology. Meter readers physically read each individual meter within the service area. The implantation of this technology allows meters to be read by simply driving through neighborhoods and can be done in days instead of weeks. The new meters also log data that has been helpful with leak detection and over usage due to excess irrigation by customers.
- CityWorks Asset Management Software/GIS upgrades – Successfully implemented the transfer of a server-based system to a cloud environment. The cloud environment provided a more secure and accessible solution for city staff particularly during emergencies or weather events. Real-time work input could not be done on the server-based system, which created slower reaction times and the necessity to document work via forms. The cloud environment allows staff to input work via a tablet to track and manage service requests and work orders.
- CityWorks Asset Management – Expanded the use and capabilities of the City's service request and work order software. Currently over 100 users. Data for labor, equipment and materials is tracked for a work being done on city assets (lift stations, hydrants, etc.) as well as any inspections. Tracking the data has allowed for the implementation of key performance indicators to be tracked as well as end of life assessments for various assets.
- CityWorks PLL Implementation – Project manager for the implementation of add-on software to CityWorks that allows customers to electronically submit permits and plan review via a portal. Workflows were developed with city staff to create an internal review process insuring timeliness of review. The customer can also monitor the progress of the review process and make online payments for fees. The goal of the project was to provide better customer service by allowing an applicant to not be required to either download forms or physically come to City Hall. Additionally, the applicant can monitor the progress of the review, make payments online and receive the permit electronically.

CITY OF ST. AUGUSTINE

MEMORANDUM

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

DATE: April 10, 2023

RE: City Commission Meeting Agenda Item
Community Development Block Grant (CDBG) Grant Opportunity for Emergency Services and Homeless Coalition of St. Johns County, Inc.

The City of Augustine plans to apply by May 5, 2023 to the Florida Department of Economic Opportunity (DEO) for the Florida Small Cities Community Development Block Grant Program (CDBG) for FFY22 of \$247,365.00 for the Housing Rehabilitation of the Emergency Services and Homeless Coalition of St Johns County, Inc. which is focused on providing affordable Permanent Housing with Supportive Services and Transitional Housing to homeless parents and their minor children who have encountered difficult times and are in crisis.

The CDBG grant opportunity was first presented for the commission's consideration by Eric Walters, Grants Administration Coordinator during the public hearing that was held on March 27, 2023.

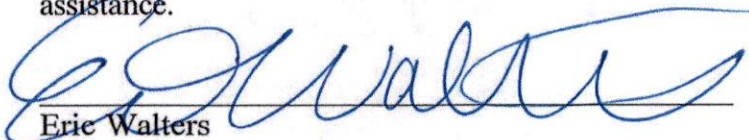
Project activities are as follows:

Activity Name	CDBG Budget	LMI% Benefit
Construction (includes project delivery)	\$215,100	DEO Presumed 100%
Administration	\$32,265	N/A
Total	\$247,365	

In order to satisfy all of the requirements outlined within the application, it is necessary to conduct a second hearing for public comment and the City Commission to adopt Resolution 2023-07 authorizing application submission and allowing the City Manager to execute all documents with the filing of the application and execution of award if selected.

If you concur, place this item on the agenda for the City Commission meeting scheduled for April 24, 2023, under 7.C., Other Items Requiring Public Hearings.

Please do not hesitate to contact me if you have any questions. Thank you for your assistance.


Eric Walters
Grant Administration Coordinator

Encl: Notice of Second Public Hearing
Resolution 2023-07

xc: Meredith Breidenstein, Assistant City Manager

Darlene Galambos, City Clerk
Jim Piggott, Director, General Services
file

7

RESOLUTION NO. 2023-07

A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FUNDING UNDER THE FLORIDA SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG) FOR FFY22 IN THE AREA OF HOUSING REHABILITATION. THE APPLICATION IS BEING SUBMITTED TO THE FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

WHEREAS, the City of St. Augustine desires to submit an application to the Florida Department of Economic Opportunity for a Community Development Block Grant for FFY22 in the area of Housing Rehabilitation to benefit families of low to moderate income impacted by homelessness.

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

1. That the City of St. Augustine hereby authorizes the filing of an application for CDBG funding of \$247,365.00 for the Florida Small Cities Community Development Block Grant Program in the area of Housing Rehabilitation for the Emergency Services and Homeless Coalition of St Johns County, Inc.
2. That the City Manager of the City of St. Augustine is hereby authorized to execute all documents required in connection with the filing of said applications or grant award to be submitted on or before May 5th, 2023.

DULY PASSED AND ADOPTED by the City Commission of the City of St. Augustine, Florida at a regular meeting on this 24th day of April 2023.

Nancy Sikes-Kline, Mayor-
Commissioner
City of St. Augustine, Florida

ATTESTED:

Darlene Galambos, City Clerk
City of St. Augustine, Florida

SECOND PUBLIC HEARING NOTICE

THIS PUBLIC HEARING NOTICE IS ALSO AVAILABLE IN SPANISH ON THE CITY OF ST. AUGUSTINE WEBSITE LOCATED AT (www.citystaug.com)

The City of Augustine plans to apply to the Florida Department of Economic Opportunity (DEO) for the Florida Small Cities Community Development Block Grant Program (CDBG) for \$247,365 for FFY22 in the area of Housing Rehabilitation. The activities, dollar amounts and estimated percentage will benefit low-and-moderate income persons in the City of Augustine. The application will be submitted to DEO on or before May 5, 2023. Limited English Proficiency (LEP) Persons can view this entire document at the City of St. Augustine Website at: <https://www.citystaug.com/1075/Second-Public-Hearing-Notice>

CIUDAD DE SAN AGUSTÍN PRIMER AVISO DE AUDIENCIA PÚBLICA

La Ciudad de San Agustín piensa hacer solicitud al Departamento de Oportunidad Económica de la Florida (DEO por sus siglas en inglés) mediante el Programa de Subvención en Bloque para el Desarrollo Comunitario (CDBG por sus siglas en inglés) para Ciudades Pequeñas por \$247,365.00 para FFY 2022 en el área de Rehabilitación de Vivienda. Las actividades, montos financieros y el porcentaje aproximado beneficiarán a las Personas de Ingresos Bajos o Moderados (LMI por sus siglas en inglés) en la Ciudad de San Agustín. La solicitud se le entregará al DEO para el 5 de mayo del 2023 o antes. Las personas con capacidad limitada en inglés (LEP) pueden ver este documento entero en la pagina Internet de la Ciudad de San Agustín en: <https://www.citystaug.com/1076/Second-Public-Hearing-Notice-in-Spanish->

The activities to be carried out are as follows:

Emergency Services and Homeless Coalition of St Johns County, Inc. (ESHC) is a non-profit 501(c)3 organization focused on providing affordable Permanent Housing with Supportive Services and Transitional Housing to homeless parents and their minor children who have encountered difficult times and are in crisis.

ESHC currently owns twenty-three (23) homes, of which twenty-one (21) reside in the city on a five (5) acre campus. The campus was previously a railroad worker community in the early 1900's and seventeen of the homes are over 100 years old. Currently two (2) of the homes are used as offices, a business office and supportive service office which also serves as a food pantry and clothes closet for the community. ESHC would like to use the CDBG funds to renovate five (5) century old homes, update and repair four (4) homes and create concrete parking pads behind the homes for safe and secure parking for our homeless families.

The proposed project budget is as follows:

Activity Name	CDBG Budget	LMI% Benefit
Construction (includes project delivery)	\$215,100	DEO Presumed 100%
Administration	\$ 32,265	N/A
Total	\$247,365	

The City of Augustine does not anticipate that anyone will be displaced as a result of CDBG funded activities. If any persons are displaced because of these planned activities, the City of Augustine will assist as described in the City's anti-displacement and relocation policy, which is available for review at City Hall.

A public hearing to provide citizens an opportunity to comment on the application will be held on **Monday, April 24, 2023, at 5:00 PM** or as soon thereafter as possible at the **City of St. Augustine City Hall, City Commission Meeting Room, 75 King Street, St. Augustine, Florida 32084-4386**. If you have questions concerning the CDBG application process or the list of eligible activities, please contact Mr. Eric Walters, Grants Administration Coordinator at (904) 209-4302, or via email at ewalters@citystaug.com.

A draft copy of the application will also be available for review during normal business hours at the City of Augustine City Hall located at 75 King Street, St. Augustine, Florida by noon on Tuesday, April 25th, 2023. Persons wanting to submit written comments on the application should send them to Eric Walters, by email at ewalters@citystaug.com or by mail to City of St. Augustine, P.O. Box 210, St. Augustine, Florida 32085-0210, no later than Friday, April 28th, 2023.

A copy of the final application will be available for review at the City of Augustine City Hall, no later than Friday, May 5th, 2023. The application will be submitted to DEO on or before Friday, May 5th, 2023. To obtain additional information concerning the application and the public hearing, contact Eric Walters, by calling (904) 209-4302 or by email at ewalters@citystaug.com.

The public hearing is being conducted in a handicapped accessible location. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing is asked to contact Eric Walters, at (904) 209-4302 or by email at ewalters@citystaug.com, at least five days prior to the hearing. If you are hearing or speech impaired, please contact the City using the Florida Relay Service, 1(800) 955-8771 (TDD) or 1(800) 955-8770 (Voice). Any non-English speaking person wishing to attend the public hearing should contact Eric Walters, at (904) 209-4302 or by email at ewalters@citystaug.com, at least five calendar days prior to the meeting and a language interpreter will be provided.

The City of St. Augustine Is A Fair Housing/Equal Opportunity/Handicap Accessible Jurisdiction.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: April 13, 2023

RE: Agenda Item – Ordinance No. 2023-09 – Retiree Cost of Living Allowance

Please place on the April 24th City Commission agenda the attached ordinance which provides for a cost of living allowance (COLA) for general retirees. The general employees pension contains “prior excess contributions” which are being utilized to fund this COLA. General employees have not received a COLA since 2014 and recent inflation has caused financial distress as the US dollar has lost significant value over the past two years.

The COLA was reviewed with the retirement board and its actuary and has been recommended for the City Commission to approve.

This will be the second reading of this ordinance.

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



Mark E. Simpson, CPA

Director, Financial Services

ORDINANCE NO. 2023-09

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 20, ARTICLE IV, CITY EMPLOYEES' RETIREMENT SYSTEM OF THE CITY OF ST. AUGUSTINE, FLORIDA; CREATING SECTION 20-148, COST OF LIVING ADJUSTMENT FOR RETIREES; 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, recent inflation has caused an undue financial burden on the City's retirees who have not received a cost of living allowance (COLA) since 2014.

WHEREAS, an actuarial analysis has been conducted to confirm the affordability of a one-time COLA.

WHEREAS, a one-time COLA was reviewed and supported by the General Employees Pension Board on February 22nd, 2023.

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

Section 1. Creating Chapter 20, Article IV, Section 20-148 of the City Code.

Chapter 20, Article IV, Section 20-148 of the Code of the City of St. Augustine, is hereby created to read, in its entirety, as follows:

"Sec. 20-148. Cost of living adjustment for eligible retirees.

On May 1, 2023, a one-time cost of living adjustment (COLA) shall be applied to the benefits of retirees. Those that have been retired from zero to six years as of 10/1/2022 will receive a 2% COLA, seven years a 3% COLA, eight years a 4% COLA, 9 years a 5% COLA.

Retirees who have been retired more than nine (9) years and less than fifteen (15) years on October 1, 2022, and the beneficiaries of such retirees, shall receive an additional COLA in the amount of one percent (1%)

for each full or partial year of retirement following the ninth year of retirement (for example: retirees who have been retired more than 9 but less than 10 years on October 1, 2022, and the beneficiaries of such retirees, will receive a 6% COLA; and retirees who have been retired more than 10 but less than 11 years on October 1, 2022, and the beneficiaries of such retirees, will receive a 7% COLA.) Retirees who have been retired at least sixteen (16) years and less than twenty-three (23) years on October 1, 2022, and the beneficiaries of such retirees, shall receive a COLA in the amount of twenty percent (20%). Retirees who have been retired at least twenty-three (23) years on October 1, 2022, and the beneficiaries of such retirees, shall receive a COLA in the amount of twenty-five percent (25%); The minimum increase for all retirees after October 1, 2022, and the beneficiaries of such retirees, shall not be less than one-hundred dollars (\$100) per month. The maximum COLA allowable under this ordinance is three-hundred dollars (\$300) per month.”

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

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

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

Section 5. Effective Date. This ordinance shall become effective immediately upon passage.

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

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: April 13, 2023

RE: **Ordinance 2023-10 – Annexation of Land South of the Existing Shipyards Project and East of Arapaho Avenue Containing Approximately 14.79 Acres – Introduction and First Reading**

Please place the attached Annexation Ordinance 2023-10 on the April 24, 2023, City Commission agenda for Introduction and First Reading.

The property is approximately 14.79 acres in size and is contiguous to the city limits. This property is contiguous to the City of St. Augustine city limits on its north, west and eastern boundaries. The owner of the property petitioned to annex it into the City in January. This property is the remaining southern piece of the mixed use planned development referred to as the Shipyards development. If annexed this piece would be a complimentary single-family section of the connected mixed-use part to the north. It would allow the project to be developed as an overall interconnected project.

St. Johns County has assigned a future land use designation for the property of Mixed-Use District and the county zoning is Open Rural (OR).

After the petition was accepted by the City Commission in January the applicant submitted an application to the City Planning and Zoning Board (PZB) for recommendations regarding the requested land use and zoning for the property. These items were reviewed and recommended at the PZB meetings of March 7th and April 4th, 2023.

If you have any questions or require additional information, please let me know.



Amy McClure Skinner, AICP
Director
Planning and Building Department

ORDINANCE NO. 2023-10

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA ANNEXING APPROXIMATELY 14.79 ACRES OF PROPERTY NOW LOCATED IN ST. JOHNS COUNTY, FLORIDA, LYING SOUTH OF THE EXISTING DEVELOPMENT REFERRED TO AS THE SHIPYARDS, EAST OF ARAPAHO AVENUE, NORTH AND WEST OF THE SAN SEBASTIAN RIVER AS DESCRIBED HEREIN; REDEFINING THE BOUNDARY LINES OF THE CITY OF ST. AUGUSTINE TO INCLUDE SAID PROPERTY; AMENDING SECTION 1.04 OF THE CHARTER LAWS OF THE CITY OF ST. AUGUSTINE, FLORIDA; PROVIDING FOR FILING OF A COPY HEREOF WITH THE CLERK OF THE CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA, WITH THE CHIEF ADMINISTRATIVE OFFICER OF ST. JOHNS COUNTY, FLORIDA AND WITH THE FLORIDA DEPARTMENT OF STATE; PROVIDING FOR INCLUSION IN THE CITY CODE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an owner of real property has presented to the City Commission of the City of St. Augustine, Florida a Petition for Voluntary Annexation of property, described more particularly on Exhibit "A," attached hereto and made a part hereof, and depicted on the map attached hereto and made a part hereof as Exhibit "B;" and

WHEREAS, said real property lies in an unincorporated area of St. Johns County, is contiguous to the City of St. Augustine, Florida and is reasonably compact in configuration; and

WHEREAS, the City Commission of the City of St. Augustine, Florida has determined that the Petition has been properly executed by the owner of the subject real property;

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

Section 1. Annexation of Property. The following described property that is currently located outside the incorporated area of the City of St. Augustine, Florida is hereby annexed to the City of St. Augustine, Florida:

**SEE EXHIBIT "A," AND EXHIBIT "B," ATTACHED
HERETO AND MADE A PART HEREOF.**

Section 2. Amendment of Charter. Section 1.04 of the Charter Laws of the City of St. Augustine, Florida is hereby amended by the addition of a new subsection "(uuuu)" to read as described in Exhibit "A," attached hereto and made a part hereof.

Section 3. Filing of Ordinance. Upon passage of this ordinance, the City Clerk shall file a certified copy hereof with the Clerk of the Circuit Court of St. Johns County, Florida, the Florida Department of State and the Chief Administrative Officer of St. Johns County, Florida, all within seven (7) days after the date of adoption of this ordinance.

Section 4. Inclusion in Code. It is the intention of the City Commission that the provisions of this ordinance shall become and be made part of the Code of the City of St. Augustine and that the sections of this ordinance may be renumbered or relettered and the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

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

Section 6. Severance of Invalid Provisions. If any section, subsection, sentence, clause, phrase or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 7. Effective Date. This ordinance shall become effective ten (10) days after passage, pursuant to s. 166.041(4), Florida Statutes.

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

ATTEST:

Nancy Sikes-Kline, Mayor-
Commissioner

Darlene Galambos, City Clerk

(SEAL)

EXHIBIT "A"

Legal Description of Property

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 19 & 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 6 CALLS (1) S 68°21'25" E, 122.04 FEET; (2) S 53°15'10" W, 8.50 FEET; (3) S 68°29'21" E, 403.09 FEET; (4) S 26°52'43" E, 205.14 FEET; (5) S 26°47'43" E, 692.28 FEET; (6) S 39°56'09" E, 249.22 FEET TO THE POINT OF BEGINNING AND A 58" IRON ROD AND CAP STAMPED # 8177; THENCE FROM SAID POINT OF BEGINNING N 53°03'29" E, 333.34 FEET ALONG THE SOUTHERLY LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 779, PAGE 1160 TO THE SOUTHEAST CORNER OF SAID AFOREMENTIONED PARCEL; THENCE N 39°32'35" W, 251.17 FEET; THENCE N 52°52'20" E, 115.39 FEET; THENCE S 39°33'49" E, 251.55 FEET; THENCE N 53°03'29" E, 400.87 FEET ALONG THE NORTH LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 2683 PAGE 1261; THENCE RUNNING ALONG THE EAST LINE ALSO AS DESCRIBED IN OFFICIAL RECORDS BOOK 2683 PAGE 1261 THE FOLLOWING TWO (2) CALLS; (1) S 35°20'31" E, 339.67 FEET; (2) S 19°38'59" E, 428.60 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE MARSH LANDS OF THE UN-SURVEYED SECTION 19 AND RUNNING THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING ELEVEN (11) CALLS; (1) S 33°04'04" W, 15.22 FEET; (2) S 48°45'09" W, 45.97 FEET; (3) S 46°32'02" W, 25.70 FEET; (4) S 60°01'56" W, 77.65 FEET; (5) S 82°07'30" W, 84.00 FEET; (6) S 75°26'56" W, 60.60 FEET; (7) S 55°02'52" W, 71.93 FEET; (8) S 48°32'31" W, 58.45 FEET; (9) S 2°59'51" W, 50.85 FEET; (10) S 61°15'51" W, 23.94 FEET; (11) S 78°25'41" W, 35.83 FEET; THENCE N 67°03'55" W, 12.18 FEET LEAVING SAID MEAN HIGH WATER LINE TO A 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE N 88°57'29" W, 396.30 FEET TO ANOTHER 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE N 45°57'29" W, 298.69 FEET TO THE SOUTH RIGHT OF WAY LINE OF ARAPAHO AVE. A 40-FOOT-WIDE RIGHT OF WAY AS NOW ESTABLISHED; THENCE ALONG SAID RIGHT OF WAY LINE, N 47°28'56" E, 187.12 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ARAPAHO AVE.; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N 39°39'06" W, 111.75 FEET TO THE POINT OF BEGINNING. CONTAINS 14.79 ACRES MORE OR LESS.

Exhibit "B"



SHIPYARD ANNEXATION EXHIBIT

SHIPYARD SINGLE FAMILY

ST. JOHNS COUNTY

MANAGED DEVELOPMENT TECHNOLOGIES, LLC

MAVERICK ENGINEERING

18 WILLOW WINDS PARKWAY

ST. JOHNS COUNTY, FL 32259

(904) 555-6887

REVISIONS	
#	DESCRIPTION
1	
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DESIGNED BY: COM

DRAWN BY: JAC

CHECKED BY: JAC

DATE: 10/02/21

PROJECT # 2215

DATE: 10/02/21

PROJECT # 2215

EX-1

OF 1



Ellen Avery-Smith

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

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

904 . 396 . 0663 Fax
www.rtlaw.com

December 8, 2022

VIA HAND DELIVERY

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

Re: St. Augustine Shipyard/Petition for Voluntary Annexation and Pre-Annexation Agreement

Dear Amy:

Our firm represents Windward Shipyard Land Holdings, LLC ("Windward"), the owner of approximately 15 acres located along Arapaho Avenue in unincorporated St. Johns County, contiguous to the City of St. Augustine corporate limits (the "Property").

Windward would like to annex the Property into the City of St. Augustine, to develop the site as part of its existing St. Augustine Shipyard project. The proposed annexation would be subject to the provisions set forth in the enclosed draft Pre-Annexation Agreement. In summary, Windward would like to develop a majority of the Property as a single-family neighborhood with a community dock, with the remainder of the Property being included within the St. Augustine Shipyard mixed-use development to the north.

To that end, enclosed are the following documents:

1. Petition for Voluntary Annexation, with a legal description of the Property and deeds for the same.
2. Draft Pre-Annexation Agreement, which proposes future land use designations of Residential Low Density for the single-family portion of the Property (the "Single-Family Parcel") and Residential Medium Density Mixed use for the mixed-use portion of the site (the "Mixed Use Parcel") and zoning designations of Planned Unit Development for the Single-Family Parcel and Residential General Office for the Mixed Use Parcel.

We would appreciate staff reviewing the enclosed documents and placing them on the soonest available City Commission agenda for consideration. If the City Commission approves the Petition for Voluntary Annexation and agrees to enter into the Pre-Annexation Agreement with Windward, then Windward will file the requisite applications for the future land use and zoning designations for the Property noted in the paragraph above.

Ms. Amy Skinner
December 8, 2022
Page 2

Please do not hesitate to contact me if you have any questions about the enclosed application documents.

Sincerely yours,



Ellen Avery-Smith

cc: Isabelle Lopez, Esq.
David Birchim
Stefan Johannson
Chris Simon
Karl Masters

PETITION FOR VOLUNTARY ANNEXATION

Pursuant to Section 171.044, Florida Statutes, the following identified owner of real property located in the unincorporated area of St. Johns County, Florida, Windward Shipyard Land Holdings, LLC, a Delaware limited liability company, ("**Petitioner**"), whose address is 2999 NE 191st Street, Suite 800, Aventura, Florida 33180, here now, respectfully petitions the City Commission for the City of St. Augustine, Florida ("**City**") to annex certain real property into the City and in support states:

1. Petitioner is the owner in fee simple, as established in the deed attached hereto and incorporated herein as **Exhibit "A"**, in the unincorporated area of the St. Johns County, Florida ("**County**") of that certain real property as described in **Exhibit "B"** ("**Property**") attached hereto and incorporated herein reference.
2. The Property is contiguous to the boundary of the City and reasonably compact. The annexation of the Property into the City will not result in the creation of an enclave or enclaves.
3. The Property is presently vacant. The proposed use of the Property is for inclusion in the adjacent St. Augustine Shipyard mixed-use development, which is already located within the City.
4. Petitioner understands that upon annexation into the City, future land use designation and zoning categories will be established by the City for the Property, and further understands that any future land use designation(s) adopted by the City may be subject to approval of the State of Florida. However, prior to the establishment of a future land use designation(s) and zoning category(ies) by the City, Petitioner shall be entitled to use the Property under the future land use designation(s) and zoning in effect in the County immediately prior to annexation, which will continue to be in effect as provided for in Section 171.062(2), Florida Statutes. Until such time as the City establishes one or more future land use designation and zoning category for the Property, Petitioner shall be allowed to develop or use the Property pursuant to any

land development order, land development permit or other land use approval approved by the County and in effect at the time the annexation becomes final, provided said developed order, permit or use has not expired.

5. Petitioner hereby consents to the non-ad valorem assessments adopted by the City.

NOW, THEREFORE, Petitioner requests the City Commission for the City of St. Augustine, Florida, to:

- A. Adopt a non-emergency ordinance at its next regular meeting to annex the Property into the City and re-define the boundaries of the City of St. Augustine to include the Property.
- B. Prior to adoption of said ordinance, publish notice of the annexation, at Petitioner's expense, at least once each week for two (2) consecutive weeks as required by Section 171.044(2), Florida Statutes, and to provide notice to the County pursuant to the Annexation Interlocal Agreement and Section 171.044(6), Florida Statutes.
- C. Initiate proceedings within twelve (12) months to designate the Property under the Future Land Use Element of the City Comprehensive Plan and to designate the zoning classification of the Property under the code of the City. City does not warrant any particular outcome of the public hearings.
- D. Upon adoption of said ordinance, file the annexation ordinance with the Clerk of the Circuit Court of St. Johns County, Florida; the Chief Administrative Officer of the County; and the Department of State of the State of Florida, within seven (7) days after the adoption of the annexation ordinance required by Section 171.044(3), Florida Statutes.

[Signatures on Following Page(s)]

IN WITNESS WHEREOF, Grantor has signed and sealed this instrument on _____, 2022.

Signed, sealed and delivered in the presence of:

"PETITIONER"

By: Maria Amador
Name: Maria Amador
Title: Executive Assistant

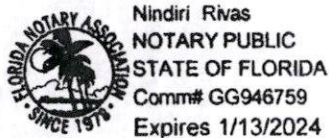
WINDWARD SHIPYARD LAND HOLDINGS, LLC, a Delaware limited liability company

By: Nindiri Rivas
Name: Nindiri Rivas
Title: _____

By: Robert Finvarb
Name: ROBERT FINVARB
Title: MANAGER

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of December, 2022, by Robert Finvarb, as Manager of Windward Shipyards Land Holdings, LLC, a Delaware limited liability company, on behalf of the company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

Nindiri Rivas
NOTARY PUBLIC, STATE OF FLORIDA
Name: Nindiri Rivas
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT "A"

Proof of Ownership

THIS INSTRUMENT PREPARED BY:
CHARLES E. PELLICER, ESQ.
3000 N PONCE DE LEON BLVD
ST. AUGUSTINE, FL 32084

PA# 134760-0000

THIS WARRANTY DEED dated this 7th day of Nov, 2019 by **PATRICK A. PELLICER**, a married man, whose address is **200 Nix Boatyard, St. Augustine, Florida 32084**, hereinafter called the grantor, to, **WINDWARD SHIPYARD LAND HOLDINGS, LLC**, a **Delaware limited liability company**, having an address at 404 Riberia St., Unit A, St. Augustine, Florida 32084, hereinafter called the grantee:

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

WITNESSETH: That the grantor, for and in consideration of **TEN (\$10) DOLLARS AND NO/100THS**, and other good and valuable considerations, receipt of which is hereby acknowledged, by these presents does hereby grant, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantees, all that certain land situate in **St. Johns County, Florida**, to-wit:

That certain parcel of land in Section 40, Township 7 South, Range 30 East, St. Johns County, Florida, more particularly described as follows: STARTING at a steel rod in pavement, rod replacing old 6x6 concrete monument; being the intersection of the centerline of Arapaho Avenue with the South line of land formerly of Albert Cubbedge; run East 351.5 feet for Point of Beginning, thence run East 115.5 feet to iron pipe; run North 250 feet to iron pipe; run West 115.5 feet to iron pipe; run South 250 feet to point of beginning.

The real property described herein is not the homestead of the Grantor.

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

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

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor have good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and

year first above written.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:

Charles E. Pellicer
Witness

By: Patrick A. Pellicer
PATRICK A. PELLICER

Print: CHARLES E. PELLICER

Karoline K. Puzio
Witness
Print: Karoline K. Puzio

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 7th day of Nov., 2019 by PATRICK A. PELLICER, who is _____ personally know to me or who produced _____ as proof of identification and who X did _____ did not take an oath.



KAROLINE K. PUZIO
Commission # GG 282128
Expires September 25, 2022
Bonded Thru Budget Notary Services

Karoline K. Puzio
NOTARY PUBLIC
State of Florida at Large

THIS DOCUMENT PREPARED
BY AND RETURN TO:
FRANK E. MILLER ESQ.
GUNSTER YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 170
JACKSONVILLE, FLORIDA 32202

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED made as of the 8th day of November, 2019, by **LINDA M. LUHRS**, an unmarried woman, whose address is P.O. Box 529, St. Augustine, Florida 32085 (the "Grantor"), **WINDWARD SHIPYARD LAND HOLDINGS, LLC**, a Delaware limited liability company, with a mailing address 404 Riberia Street, Unit A, St. Augustine, FL 32084 (the "Grantee").

WITNESSETH:

That Grantor in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does hereby grant, bargain, sell and convey unto Grantee, and Grantee's successors and assigns forever all of that certain real property situate in St. Johns County, Florida, described on Exhibit "A" attached hereto and made a part hereof ("Property")

Parcel Identification Numbers: 134780-0000 and 134790-0000

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

This conveyance is subject to covenants, easements and restrictions of record, provided however, this reference to such matters shall not operate to re-impose the same and to ad valorem taxes levied or which may become a lien subsequent to December 31, 2019.

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

Signed, sealed and delivered
in the presence of:

Elsie S. Luhrs
Print Name: Elsie S. Luhrs

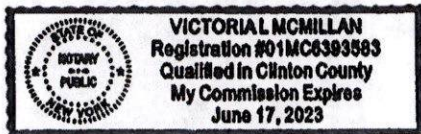
Daniel Hayer
Print Name: Daniel Hayer

GRANTOR:

Linda M. Luhrs [SEAL]
LINDA M. LUHRS

STATE OF New York
COUNTY OF Clinton

The foregoing instrument was acknowledged before me this 5th day of November, 2019 by
LINDA M. LUHRS.



Victoria L. McMillan
Print Name: Victoria L. McMillan
NOTARY PUBLIC
State of New York
Commission # 01MC6393583
My Commission Expires: June 17, 2023
Personally Known ☐ or
Produced ID ☒
Type of Identification Produced:
STATE of Florida License

Victoria L. McMillan
Victoria L. McMillan
2nd. witness.

EXHIBIT "A"

Parcel 1:

A portion of the M. Solana Grant, Section 40, Township 7 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows.

For Point of Reference, commence at the 8-inch square wood post marking the "Northeast corner of property of Rogero" as said property corner is identified in deed recorded at Deed Book 153, page 94, Public Records of said County, and run South $54^{\circ}19'04''$ West along "Rogero's North line", a distance of 558.81 feet to the point of intersection of said line with the Easterly boundary of that certain parcel conveyed by G. E. Cubbedge to David F. Marchalleck and described in deed recorded at Official Records Volume 12, page 720, said Public Records; run thence South $38^{\circ}38'32''$ East along said Easterly boundary, a distance of 245.28 feet to the Southeasterly corner of said parcel lying on the "South line of the land formerly of Albert Cubbedge" as identified in said deed and the Point of Beginning.

From the Point of Beginning thus described, run North $54^{\circ}34'56''$ East along "Cubbedge's South line", a distance of 400.78 feet; run thence South $33^{\circ}49'04''$ East, a distance of 339.67 feet; run thence South $18^{\circ}07'32''$ East, a distance of 451 feet, more or less, to a point in the dividing line between the uplands of Section 40 and the marsh lands of unsurveyed Section 19; run thence Westerly along said dividing line, following the meanderings of same, a distance of 580 feet, more or less, to a point in the Easterly boundary of lands described in Official Records Book 276, page 347, said Public Records; run thence Northerly along said Easterly boundary line as follows: first course, North $14^{\circ}44'00''$ West, a distance of 336 feet, more or less, to an angle point; second course, North $51^{\circ}34'55''$ West, a distance of 365.90 feet to a point at the Northeasterly corner of said lands described in Official Records Book 276, page 347 and the Northwesterly corner of those lands described in Deed Book 186, page 592, said Public Records, said point lying on the Westerly prolongation of said "Cubbedge's South Line"; run thence North $54^{\circ}34'56''$ East, along the Northerly boundary line of said lands described in Deed Book 186, page 592 and along said Westerly prolongation, a distance of 249.18 feet to the Point of Beginning.

The lands thus described are the same lands as described in Deed Book 186, page 592, and that portion of Official Records Book 1733, page 1969, lying Southerly of the "South line of the land formerly of Albert Cubbedge", public records of St. Johns County, Florida.

Parcel 2:

All that portion of the following described property which lies South and East of Arapahoe Avenue, To-wit: A tract of land in the M. Solono Grant, Section 40, Township 7 South, Range 30 East, St. Johns County, Florida, said tract of land being more fully described as follows:

Commence at an iron pipe on the Northerly line of property of James S. Lindsley, said point being the point of beginning of property of Diesel Engine Sales Company as recorded in Deed Book 186, pages 592-593 of the public records of St. Johns County, Florida, said point also being the Northeasterly corner of those lands described in Official Records Book 827, page 1299, said public records, and being also the Point of Beginning of this tract of land; run thence Southeasterly along

the line dividing said Deed Book 186, page 592 and said Official Records Book 827, page 1299 the following courses: First course, South 50°34'62" East, 366.45 feet; Second course, South 13°40'52" East, 337.05 feet; thence departing said dividing line run Northwesterly along the Southwesterly boundary of said lands described in Official Records Book 827, page 1299, the following courses: First course, North 86°44'00" West, 396.30 feet; North 43°44'00" West, 299.11 feet to a point in the Southerly right of way line of Arapaho Avenue, as said right of way is now established; run thence Northeasterly and Northwesterly along said right of way line the following courses: First course, North 49°44'48" East, 187.47 feet; Second course, North 37°38'58" West, 110.70 feet to a point in the aforementioned Northerly line of property of James S. Lindsley; run thence North 55°31'40" East along said Northerly line of property of James S. Lindsley, 199.05 feet to the Point of Beginning.

Together with any right, title and interest in the property described in that instrument recorded in Deed Book 102, page 529, public records of St. Johns County, Florida, which lies between the boundaries of the property described above as Quitclaimed by Official Records Book 1754, page 441, said public records.

The above described lands being the same lands as those described in Official Records Book 827, page 1299, public records of St. Johns County, Florida, and being more fully described as follows:

All that portion of the following described property which lies South and East of Arapaho Avenue, to wit: A tract of land in the M. Solano Grant, Section 40, Township 7 South, Range 30 East, St. Johns County, Florida, said tract being more fully described as follows:

Commence at an iron pipe on the Northerly line of property of James S. Lindsley, said point being the Point of Beginning of property of Diesel Engine Sales Company as recorded in Deed Book 186, page 592-593 of the public records of St. Johns County, Florida, and being also the Point of Beginning of this tract of land; thence South 50°38'00" East, 365.9 feet to an iron pipe; thence South 13°51'00" East, 305.7 feet to an iron pipe; thence continue South 13°51'00" East, 31.34 feet to a concrete monument; thence North 86°44'00" West, 396.3 feet to a concrete monument; thence North 43°44'00" West, 430.51 feet to a concrete monument on the Northerly line of property of James S. Lindsley; thence North 55°30'00" East, 400.78 feet along the Northerly line of property of James S. Lindsley to the Point of Beginning.

Prepared By/Record and Return To:
Susan S. Bloodworth, Esquire
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086-5755
FN19-27/7710900
Consideration: \$6,000,000.00

SPECIAL WARRANTY DEED
(Non-Barn Property)

THIS INDENTURE is made this 8th day of November, 2019, between **GREENWOOD PROPERTY, LLC**, a Delaware limited liability company, f/k/a All Seasons, LLC, a Delaware limited liability company, **ST. AUGUSTINE SHIPYARD, LLC**, a Delaware limited liability company and **ST. AUGUSTINE SHIPYARD PROPERTY COMPANY**, a dissolved Florida corporation (collectively, "Grantor"), whose address is 117 Dockside Drive, St. Augustine, Florida 32084, and **WINDWARD SHIPYARD LAND HOLDINGS, LLC**, a Delaware limited liability company, ("Grantee"), whose address is 404 Riberia St., Unit A, St. Augustine, FL 32084;

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land (the "Land"), situate, lying and being in the County of **St. Johns**, State of Florida:

See Exhibit "A" attached hereto and by this
reference made a part hereof.

Property Appraiser's Parcel ID Numbers: 134230-0000, 134230-0020, 134340-0000, 134390-0000, 134390-0010, 134410-0000, 134600-0000, 134630-0000, 134650-0000, and 134770-0000.

Together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the Land (collectively, the "Property"), subject to the permitted encumbrances listed on Exhibit "B" attached hereto and by this reference made a part hereof (the "Permitted Encumbrances").

To have and to hold the Property in fee simple forever.

Except as set forth in the Permitted Encumbrances, the said Grantor does hereby fully warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

This deed is given in connection with the winding up of the affairs of the **ST. AUGUSTINE SHIPYARD PROPERTY COMPANY**, a dissolved Florida corporation, which was administrative dissolved by the Colorado Secretary of State on November 14, 2017.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed in his/hers/its name, the day and year first above written.

Signed and Sealed in
Our Presence:

"GRANTOR"

GREENWOOD PROPERTY, LLC, a
Delaware limited liability company

By: Colco Corp., a Colorado corporation, its
Operating Manager/Sole Member

By: X
Name: Gary Vose
Title: President

[Signature]
Name: Joseph Lavelle
[Signature]
Name: EDGAR BALBIN

ST. AUGUSTINE SHIPYARD, LLC, a
Delaware limited liability company

By: Colco Corp., a Colorado corporation, its
Manager/Sole Member

By: X
Name: Gary Vose
Title: President

[Signature]
Name: Joseph Lavelle
[Signature]
Name: EDGAR BALBIN

**ST. AUGUSTINE SHIPYARD PROPERTY
COMPANY**, a dissolved Florida corporation

By: X
Name: Gary Vose
Title: President

[Signature]
Name: Joseph Lavelle
[Signature]
Name: EDGAR BALBIN

- 2 -

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On November 4, 2019, before me, Natalie Azik Notary Public (insert name and title of the officer) personally appeared GARY VOSE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)



Exhibit "A"

SOUTH PARCEL:

A TRACT OF LAND COMPRISED OF PORTIONS OF SEMINOLE PARK, ACCORDING TO THE MAP RECORDED IN MAP BOOK 3, PAGE 87, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3818, PAGE 1150, AND OFFICIAL RECORDS BOOK 3757, PAGE 1474, LYING IN SECTIONS 19 AND 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ARAPAHO AVENUE (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1 (A 150 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $11^{\circ}24'27''$ WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 23.06 FEET TO ITS INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF IROQUOIS AVENUE (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH $41^{\circ}44'18''$ EAST ALONG SAID SOUTHEASTERLY RIGHT-WAY-LINE, BEING THE SAME AS THE NORTHWESTERLY LINE OF BLOCK H OF SAID SEMINOLE PARK, 178.02 FEET; THENCE SOUTH $48^{\circ}13'13''$ EAST, DEPARTING LAST SAID LINE, 139.96 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT 5, BLOCK H OF SAID SEMINOLE PARK; THENCE NORTH $41^{\circ}43'22''$ EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 5, ACROSS FORMER MOHAWK STREET, VACATED PER OFFICIAL RECORDS BOOK 189, PAGE 372, SAID PUBLIC RECORDS, ALONG THE NORTHWESTERLY LINE OF LOTS 6 AND 7 BLOCK D OF SAID SEMINOLE PARK, 390.21 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 6, LOCATED IN THE FORMER SOUTHWESTERLY RIGHT OF WAY LINE OF CHEROKEE STREET, NOW CLOSED BY ORDINANCE 88- 45, AS RECORDED IN OFFICIAL RECORDS BOOK 791, PAGE 281, OF SAID PUBLIC RECORDS; THENCE NORTHEASTERLY ACROSS SAID FORMER CHEROKEE STREET, NORTH $37^{\circ}39'42''$ EAST, 40.03 FEET, TO THE NORTHEASTERLY RIGHT OF WAY LINE OF CHEROKEE STREET; THENCE NORTH $52^{\circ}23'36''$ WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF CHEROKEE STREET, 162.43 FEET, TO THE FORMER CENTERLINE OF IROQUOIS AVENUE A 50 FOOT RIGHT OF WAY, CLOSED PER ORDINANCE NO. 2014-12, OFFICIAL RECORDS BOOK 3947, PAGE 881; THENCE NORTH $41^{\circ}41'26''$ EAST, ALONG SAID FORMER CENTERLINE OF IROQUOIS AVENUE, AND ITS NORTHEASTERLY PROLONGATION, 262.96 FEET TO ITS INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE SAN SEBASTIAN RIVER; THENCE DEPARTING SAID FORMER CENTERLINE AND ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING COURSES: 1) SOUTH $61^{\circ}54'54''$ EAST, 104.04 FEET; 2) SOUTH $58^{\circ}45'38''$ EAST, 28.45 FEET; 3) SOUTH $70^{\circ}11'24''$ EAST, 24.70 FEET; 4) SOUTH $71^{\circ}07'34''$ EAST, 34.35 FEET, TO AN ANGLE POINT ON A CONCRETE BULKHEAD; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING COURSES 1) SOUTH $47^{\circ}00'58''$ EAST, 4.27 FEET; 2) SOUTH $47^{\circ}48'58''$ EAST, 46.07 FEET; 3) SOUTH $48^{\circ}59'40''$ EAST, 21.08 FEET; 4) NORTH $41^{\circ}05'02''$ EAST, 32.76 FEET; 5) SOUTH $49^{\circ}43'25''$ EAST, 12.94 FEET; 6)

SOUTH 40°23'47" WEST, 40.65 FEET; 7) SOUTH 49°20'34" EAST, 50.59 FEET; 8) NORTH 45°30'16" EAST, 43.37 FEET; 9) NORTH 42°32'05" EAST, 64.53 FEET; 10) NORTH 78°18'13" EAST, 63.60 FEET; 11) SOUTH 67°31'53" EAST, 150.30 FEET; 12) NORTH 27°54'01" EAST, 2.25 FEET; 13) SOUTH 63°34'52" EAST, 76.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID BULKHEAD THE FOLLOWING COURSES: 1) SOUTH 63°34'52" EAST, 217.13 FEET ; 2) SOUTH 68°57'26" EAST, 214.62 FEET; 15) SOUTH 06°23'08" EAST, 1.79 FEET; 3) SOUTH 59°47'29" WEST, 72.11 FEET; 4) SOUTH 39°36'26" EAST, 67.83 FEET; 5) NORTH 54°53'59" EAST, 70.90 FEET; 6) SOUTH 35°37'46" EAST, 71.43 FEET; 7) SOUTH 12°20'53" EAST, 24.82 FEET; 8) SOUTH 10°25'04" EAST, 21.99 ; 9) SOUTH 29°37'36" EAST, 16.43 FEET, TO THE END OF SAID CONCRETE BULKHEAD; THENCE SOUTHWESTERLY, ALONG THE MEAN HIGH WATER LINE OF THE SAN SEBASTIAN RIVER 1,081 FEET MORE OR LESS TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN AFOREMENTIONED OFFICIAL RECORDS BOOK 3757, PAGE 1474; THENCE ALONG SAID SOUTH LINE THE FOLLOWING 3 CALLS; 1) SOUTH 53°25'25" WEST, 483.98 FEET; 2) NORTH 39°35'38" WEST, 248.32 FEET; 3) SOUTH 52°47'10" WEST, 153.71 FEET; THENCE NORTH 26°51'17" WEST, DEPARTING LAST SAID LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4143, PAGE 863 SAID PUBLIC RECORDS, 638.42 FEET; THENCE SOUTH 63°08'43" WEST, DEPARTING LAST SAID LINE AND ALONG THE NORTHERLY LINE OF THE LAST SAID LANDS, 291.11 FEET TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED ARAPAHO AVENUE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING CALLS; 1) NORTH 26°52'42" WEST, 205.14; 2) NORTH 68°29'21" WEST, 62.14 FEET; THENCE NORTH 40°25'09" EAST, DEPARTING LAST SAID LINE, 953.91 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 25.67 ACRES MORE OR LESS.

EXHIBIT "B"
Permitted Exceptions

1. Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.
2. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
3. Easement recorded in Deed Book 205, Page 211 and Deed Book 206, Page 195, Public Records of St. Johns County, Florida.
4. Easements as set forth in Warranty Deed recorded in Deed Book 181, Page 300, Public Records of St. Johns County, Florida.
5. Easement recorded in Official Records Book 978, Page 1794.
6. Right of Way Easement, Perpetual, No. 21262 by the State of Florida through the Trustees of the Internal Improvement Fund of the State of Florida in favor of the St. Augustine Port, Waterway, and Beach District, established pursuant to chapter 18879, Laws of Florida, 1937, approved by referendum on May 3, 1938.
7. Restrictions, covenants, conditions and easements, as contained in that certain Declaration of Easements, Covenants and Restrictions recorded in Official Records Book 3985, Page 1785; First Amendment recorded in Official Records Book 4143, Page 885 and Second Amendment recorded in Official Records Book 4238, Page 169, Public Records of St. Johns County, Florida; and as may be subsequently amended.
8. Easement as set forth in instrument recorded in Official Records Book 4143, Page 863.
9. Terms and Conditions of that Declaration of Access Easement recorded in Official Records Book 4220, Page 852.
10. Terms and Conditions set forth in Shipyards Development Agreement recorded in Official Records Book 4734, Page 782.
11. Unrecorded City of St. Augustine Submerged Lands Lease by and between the City of St. Augustine, Florida, a municipal corporation (Lessor) and Greenwood Property, LLC (Lessee) dated October 8, 2018.
12. The nature, extent or existence of riparian rights is not insured.
13. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.
14. Rights of tenants, as tenants only, under recorded and unrecorded leases.

15. Recorded Notice of Environmental Resource Permit recorded in Official Records Book 4143, Page 410 and Official Records Book 4165, Page 1538, Public Records of St. Johns County, Florida.

COPY

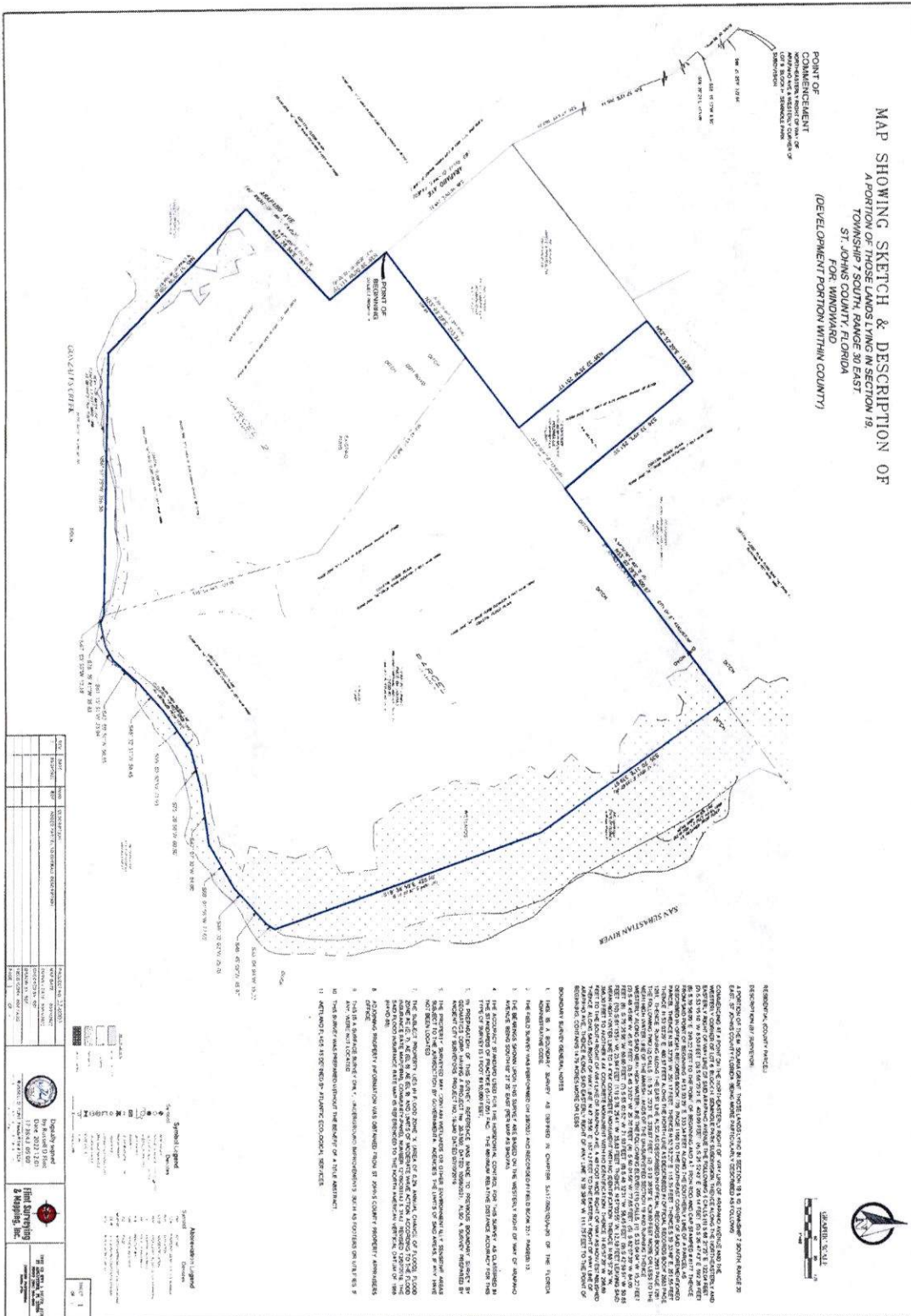
EXHIBIT "B"

Legal Description

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 19 & 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 6 CALLS (1) S 68°21'25" E, 122.04 FEET; (2) S 53°15'10" W, 8.50 FEET; (3) S 68°29'21" E, 403.09 FEET; (4) S 26°52'43" E, 205.14 FEET; (5) S 26°47'43" E, 692.28 FEET; (6) S 39°56'09" E, 249.22 FEET TO THE POINT OF BEGINNING AND A 58" IRON ROD AND CAP STAMPED # 8177; THENCE FROM SAID POINT OF BEGINNING N 53°03'29" E, 333.34 FEET ALONG THE SOUTHERLY LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 779, PAGE 1160 TO THE SOUTHEAST CORNER OF SAID AFOREMENTIONED PARCEL; THENCE N 39°32'35" W, 251.17 FEET; THENCE N 52°52'20" E, 115.39 FEET; THENCE S 39°33'49" E, 251.55 FEET; THENCE N 53°03'29" E, 400.87 FEET ALONG THE NORTH LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 2683 PAGE 1261; THENCE RUNNING ALONG THE EAST LINE ALSO AS DESCRIBED IN OFFICIAL RECORDS BOOK 2683 PAGE 1261 THE FOLLOWING TWO (2) CALLS; (1) S 35°20'31" E, 339.67 FEET; (2) S 19°38'59" E, 428.60 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE MARSH LANDS OF THE UNSURVEYED SECTION 19 AND RUNNING THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING ELEVEN (11) CALLS; (1) S 33°04'04" W, 15.22 FEET; (2) S 48°45'09" W, 45.97 FEET; (3) S 46°32'02" W, 25.70 FEET; (4) S 60°01'56" W, 77.65 FEET; (5) S 82°07'30" W, 84.00 FEET; (6) S 75°26'56" W, 60.60 FEET; (7) S 55°02'52" W, 71.93 FEET; (8) S 48°32'31" W, 58.45 FEET; (9) S 2°59'51" W, 50.85 FEET; (10) S 61°15'51" W, 23.94 FEET; (11) S 78°25'41" W, 35.83 FEET; THENCE N 67°03'55" W, 12.18 FEET LEAVING SAID MEAN HIGH WATER LINE TO A 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE N 88°57'29" W, 396.30 FEET TO ANOTHER 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE N 45°57'29" W, 298.69 FEET TO THE SOUTH RIGHT OF WAY LINE OF ARAPAHO AVE. A 40-FOOT-WIDE RIGHT OF WAY AS NOW STABLISHED; THENCE ALONG SAID RIGHT OF WAY LINE, N 47°28'56" E, 187.12 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ARAPAHO AVE.; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N 39°39'06" W, 111.75 FEET TO THE POINT OF BEGINNING. CONTAINS 14.79 ACRES MORE OR LESS.

(DEVELOPMENT PORTION WITHIN COUNTY)

POINT OF COMMENCEMENT
NORTH-EASTERLY CORNER OF WA. OF
MAYFARNO AVE. & WESTERLY CORNER OF
LOT 8 BLOCK 4 SEBASTIAN PARK
DUNCAN



PRE-ANNEXATION AGREEMENT

THIS PRE-ANNEXATION AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of _____ 2023, between the CITY OF AUGUSTINE, FLORIDA, a municipal corporation, whose address is Post Office Drawer 210, St. Augustine, Florida 32085-0210 (the “**City**”), and WINDWARD SHIPYARD LAND HOLDINGS, LLC, a Delaware limited liability company, whose address is 2999 NE 191st Street, Suite 800, Aventura, Florida 33180 (collectively, the “**Owner**”).

RECITALS

1. Owner is the fee simple owner of certain real property described in **Exhibit “A”** attached hereto and incorporated herein located in unincorporated St. Johns County, Florida, contiguous to, but outside of, the corporate limits of City (the “**Property**”).
2. The Owner would like to annex the Property into the corporate limits of the City.
3. As conditions of such annexation, the Owner requires that City diligently and expeditiously process certain Comprehensive Plan amendment, Planned Unit Development rezoning and Residential General Office rezoning applications, and the Owner shall provide for payment of water/sewer connection fees and stormwater fees at the time of issuance of building permits for the project, subject to the terms and conditions set forth in this Agreement.
4. The Owner understands and agrees the Property shall be subject to all laws, ordinances and regulations in force in City and that any existing or proposed uses or structures on the Property shall be a lawfully permissible uses and/or structures upon the effective date of the annexation.
5. “Owner” as referred to herein shall include the current owner of the Property, and any and all of its future successors and assigns, including but not limited to any future owners of each and any of the individual parcels within the Property, if different than Windward Shipyard Land Holdings, LLC.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the parties mutually agree as follows:

1. **Recitals.** The foregoing recitals are true and correct in all respects.
2. **Comprehensive Plan Amendment.** The City will diligently and expeditiously process to conclusion, at City’s expense, an amendment to the City’s Comprehensive Plan to give the portion of the Property described in **Exhibit “A-1”** attached hereto and incorporated herein (the “**Shipyard Mixed Use Parcel**”) a Future Land Use Map designation of Residential Medium Density Mixed Use and to give the portion of the Property described in **Exhibit “A-2”** attached hereto and incorporated herein (the “**Shipyard Single-Family Parcel**”) a Future Land

Use Map Designation of Residential Low Density. The City shall also process, at the Owner's expense, additional future Comprehensive Plan amendments as necessary to permit the relocation of uses within the Property as may be permitted. The City does not warrant any particular outcome of public hearings regarding the Comprehensive Plan amendment applications.

3. **Rezoning Application.** The City shall diligently and expeditiously process, to conclusion, the Owner's applications to rezone: (i) the Shipyard Single Family Parcel to Planned Unit Development ("PUD"), with the development standards set forth in **Exhibit "B"** attached hereto and incorporated herein by this reference (the "**PUD Standards**"); and (ii) the Shipyard Mixed Use Parcel to Residential General Office ("RGO"). The City does not warrant any particular outcome of the public hearings on the aforementioned application.

4. **Payment of Water/Sewer Connection/Stormwater Fees and other Permit Fees and Costs of Infrastructure.** The Owner or developer of the Property shall pay water/sewer connection/tap and stormwater fees for lots, units or structures within the project at the time of issuance of a building permit for the applicable structure. Any cost incurred to extend municipal services to the project will be paid for by the Owner or developer. The Owner or developer shall be responsible for payment of all other fees and costs at the time of permitting. The Owner may contribute in-kind improvements, as approved in advance and found compliant for acceptance by the City's Public Works Department, in lieu of payment for fees and costs of infrastructure improvements. Each request for contribution of in-kind improvements shall be reviewed and approved or disapproved on a case-by-case basis by the City. The Owner or developer may be required to provide supplemental documentation, to include but not limited to, performance and maintenance bonds for any in kind contribution in a form acceptable to the City.

5. **Assessment.** The Owner, its successors and assigns, will comply with and pay any non-ad valorem assessment adopted by the City for the Property as long as such assessments are applicable to all other parcels located within the City's corporate limits.

6. **Applicable Law.** This Agreement shall be governed and construed under the laws of the State of Florida.

7. **Effective Agreement.** This Agreement shall not become effective, and the Property shall not be deemed to have been annexed into the City of St. Augustine, until the City Commission approves the Comprehensive Plan Amendment application pursuant to Section 2 hereof and the PUD and RGO rezoning applications pursuant to Section 3 hereof, with no appeals being filed related to any application. Once effective, this Agreement shall run with the Property and all of its terms and conditions shall be binding upon the respective successors and assigns of the parties hereto. This Agreement shall be recorded in the Public Records of St. Johns County, Florida.

8. **Entire Agreement.** No prior or present agreements or representations shall be binding upon the parties unless included in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

9. **Waiver.** The failure of either party to take any action with respect to any breach of any term, covenant or condition contained herein, or any instance of default, shall not be deemed to be a waiver of any default or breach.

10. **Notices.** Any notice necessary under this Agreement shall be in writing and sent by U.S. or express mail or hand delivered to the parties at the following addresses and shall be deemed given upon receipt:

CITY: John P. Regan, P.E.,
City Manager
P.O. Box 210
St. Augustine, FL 32085-0210

With a copy to counsel: Isabelle Lopez, Esq.
City Attorney
P.O. Box 210
St. Augustine, FL 32085-0210

OWNER: Windward Shipyard Land Holdings, LLC
2999 NE 191st Street, Ste. 800
Aventura, FL 33180

With a copy to counsel: Ellen Avery-Smith, Esq.
Rogers Towers, P.A.
100 Whetstone Place, Ste. 200
St. Augustine, FL 32086

11. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the respective parties.

12. **Section Headings.** The section headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this agreement or any of its provisions.

13. **Judicial Interpretation.** Should any of the provisions of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the

terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the parties hereto have hereto set their hands and seals on the dates set forth below.

Passed and Duly Adopted by the City Commission of the City of St. Augustine, Florida this ____ day of _____, 2023.

Attest:

CITY OF ST. AUGUSTINE, FLORIDA, a
municipal corporation

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

Approved as to form, legal sufficiency and
execution:

By: _____
Isabelle Lopez, City Attorney

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

Florida
Witnesses:

WINDWARD SHIPYARD LAND
HOLDINGS, LLC, a Delaware limited liability
company

Name: _____

By:
Name: _____
Its: _____

Name: _____

Date:

STATE OF _____

COUNTY OF _____

The forgoing instrument is hereby acknowledged before me by means of ____ physical presence or ____ online notarization this ____ day of _____, 2023, by _____ as _____ of Windward Shipyards Land Holdings, LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification and (did/did not) take an oath.

NOTARY PUBLIC

EXHIBIT "A"

Legal Description of Property

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 19 & 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 6 CALLS (1) S 68°21'25" E, 122.04 FEET; (2) S 53°15'10" W, 8.50 FEET; (3) S 68°29'21" E, 403.09 FEET; (4) S 26°52'43" E, 205.14 FEET; (5) S 26°47'43" E, 692.28 FEET; (6) S 39°56'09" E, 249.22 FEET TO THE POINT OF BEGINNING AND A 58" IRON ROD AND CAP STAMPED # 8177; THENCE FROM SAID POINT OF BEGINNING N 53°03'29" E, 333.34 FEET ALONG THE SOUTHERLY LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 779, PAGE 1160 TO THE SOUTHEAST CORNER OF SAID AFOREMENTIONED PARCEL; THENCE N 39°32'35" W, 251.17 FEET; THENCE N 52°52'20" E, 115.39 FEET; THENCE S 39°33'49" E, 251.55 FEET; THENCE N 53°03'29" E, 400.87 FEET ALONG THE NORTH LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 2683 PAGE 1261; THENCE RUNNING ALONG THE EAST LINE ALSO AS DESCRIBED IN OFFICIAL RECORDS BOOK 2683 PAGE 1261 THE FOLLOWING TWO (2) CALLS; (1) S 35°20'31" E, 339.67 FEET; (2) S 19°38'59" E, 428.60 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE MARSH LANDS OF THE UN-SURVEYED SECTION 19 AND RUNNING THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING ELEVEN (11) CALLS; (1) S 33°04'04" W, 15.22 FEET; (2) S 48°45'09" W, 45.97 FEET; (3) S 46°32'02" W, 25.70 FEET; (4) S 60°01'56" W, 77.65 FEET; (5) S 82°07'30" W, 84.00 FEET; (6) S 75°26'56" W, 60.60 FEET; (7) S 55°02'52" W, 71.93 FEET; (8) S 48°32'31" W, 58.45 FEET; (9) S 2°59'51" W, 50.85 FEET; (10) S 61°15'51" W, 23.94 FEET; (11) S 78°25'41" W, 35.83 FEET; THENCE N 67°03'55" W, 12.18 FEET LEAVING SAID MEAN HIGH WATER LINE TO A 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE N 88°57'29" W, 396.30 FEET TO ANOTHER 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE N 45°57'29" W, 298.69 FEET TO THE SOUTH RIGHT OF WAY LINE OF ARAPAHO AVE. A 40-FOOT-WIDE RIGHT OF WAY AS NOW STABLISHED; THENCE ALONG SAID RIGHT OF WAY LINE, N 47°28'56" E, 187.12 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ARAPAHO AVE.; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N 39°39'06" W, 111.75 FEET TO THE POINT OF BEGINNING. CONTAINS 14.79 ACRES MORE OR LESS.

POINT OF COMMENCEMENT
NORTHEASTERLY RIGHT OF WAY OF
ARAPAHO AVE & WESTERLY CORNER OF
LOT 8 BLOCK K SEMINOLE PARK
SUBDIVISION



GRAPHIC SCALE

RESIDENTIAL (COUNTY PARCELS)

DESCRIPTION (BY SURVEYOR)

A PORTION OF THE M. BOLANA GRANT, THOSE LANDS LYING IN SECTION 19 & 40, TOWNSHIP 7 SOUTH, RANGE 30

[illegible]

BOUNDARY SURVEY GENERAL NOTES

8. THIS IS A BULKHEAD SURVEY AS DEFINED IN CHAPTER 6.1.1 OF THE FLORIDA ADMINISTRATIVE CODE.
9. THE FIELD SURVEY WAS PERFORMED ON 07/20/2004 AND RECORDED IN FIELD BOOK 22-1 PAGE(S) 13.
10. THE REMARKS BEGINNIN UPON THE FIRST AREA SAVED ON THE WESTERN SHORE OF WADSWORTH AVENUE, BEING THE POINT BY 27° 20' 00" MAGNETIC MAGNITUDE.
11. THE ACCURACY STANDARD USED FOR THE HORIZONTAL CONTROL SURVEY IS CLASSIFIED IN THE TYPE SURVEY IS (1 FOOT IN 10,000 FEET).
12. IN PREPARATION OF THIS SURVEY RESULTS THERE WAS NO PREVIOUS BULKHEAD SURVEY BY ANY OTHER PARTY WITHIN THE SAME AREA. ALSO A SURVEY PREPARED BY ANOTHER CITY SURVEYORS PROJECT NO. 94-36, DATED 02/29/94.
13. THE PRESENT SURVEY MAY CONTAIN WELLHEADS OR OTHER ENVIRONMENTALLY SENSITIVE AREAS. SUCH PROTECTION BY GOVERNMENTAL AGENCIES THE LINES OF SUCH AREAS IF ANY HAVE NOT BEEN LOCATED.
14. THE SUBJECT PROPERTY LIES IN FLOOD ZONE "X" AREA OF 12% ANNUAL CHANCE OF FLOOD, PLUG A MAP OF THE COUNTY OF ALACHUA, FLORIDA, ACCORDING TO THE NATIONAL FLOOD INSURANCE DATA MAPPING COMPANY, NUMBER 11280004A + 2742, REVISED 12/28/92; THE 1% ANNUAL CHANCE FLOOD RISK MAP REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1989 (NAVD 89).
15. ADDITIONAL PROPERTY INFORMATION WAS OBTAINED FROM ST. JOHNS COUNTY PROPERTY APPRAISER OFFICE.
16. THIS IS A BULKHEAD SURVEY ONLY. UNDESIGNED IMPROVEMENTS SUCH AS FOOTERS OR PILEDRISKS ARE NOT NEARLY LOCATED
17. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT.
18. WETLAND CLASS AS DETERMINED BY ATLANTIC ECOLOGICAL SERVICES.

[illegible]

REV	DATE	WHO	DESCRIPTION	PROJECT NO
1	6/24/2011	REP	ISSUE PARCEL TO THERMAL DESCRIPTION	22-0001
				ISSUE DATE: 6/24/2011
				SUBMITTAL DATE: 6/24/2011
				CHECKED BY: REP
				DRAWN BY: REP
				FIELDWORK: NOT LOGS
				PAGE: 1 OF 1

Digitally signed by Russell O Flunt
Date: 2022.12.01
17:38:43 -0500

RUSSELL O. FLUNT, FANES PRIME TIME
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**Flint Surveying
& Mapping, Inc.**

2000 BY THE U.S. GOVERNMENT
 100-100000, 100-100000
 PRINTED ON RECYCLED PAPER

UNITED STATES GOVERNMENT
 WASHINGTON, D.C.

(RESIDENTIAL DEVELOPMENT AREA)

**PORTRAIT OF
COMMENCEMENT**
NORTH-EASTERN VY ROUNT DR WAY OF
MAYANO AVT. A WESTERN VY CORNER OF
LOT A, BLOCK N SEABOARD PARK
RESIDENCES

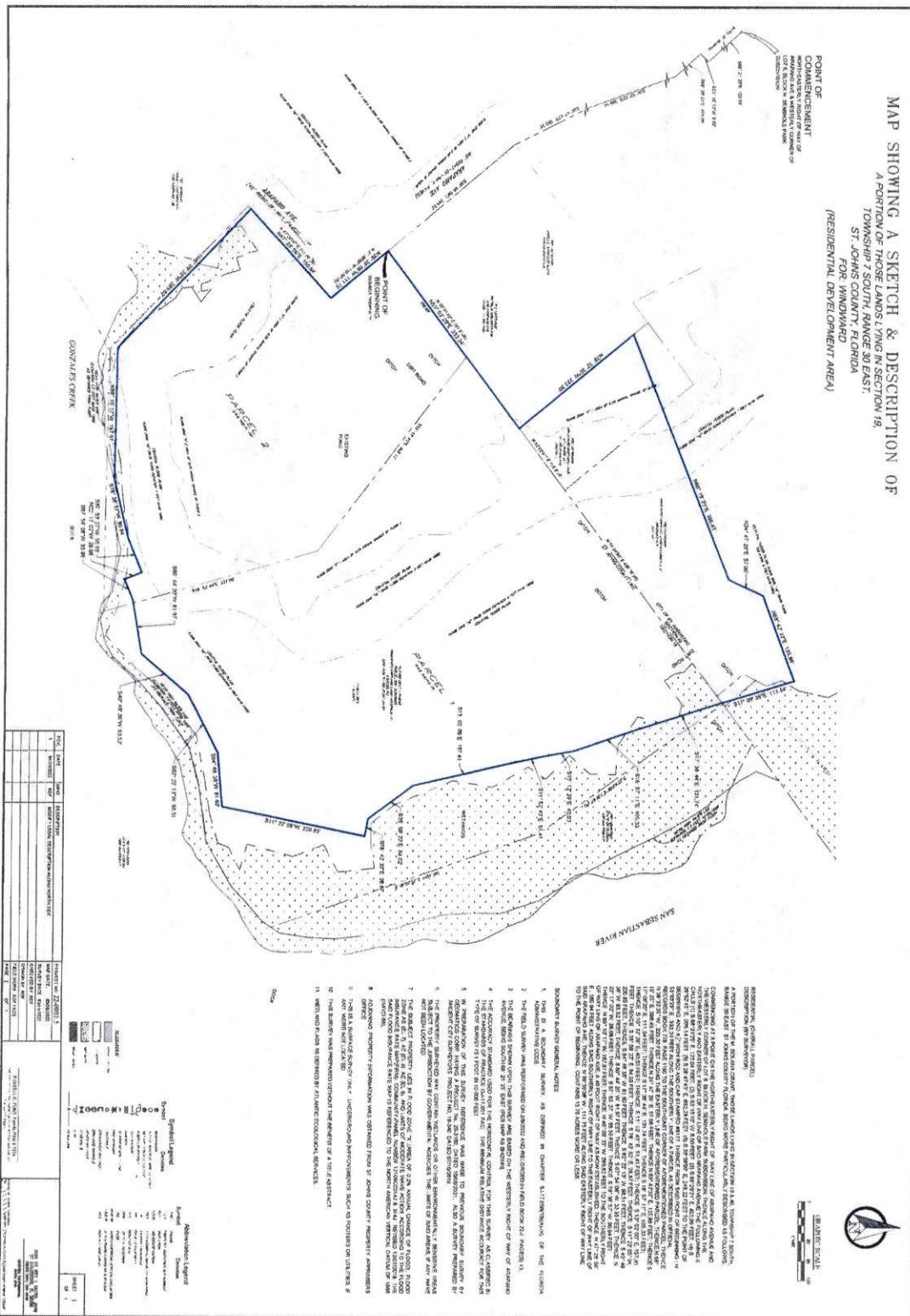


EXHIBIT "A-1"

Shipyard Mixed Use Parcel

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 5 CALLS (1) S 68° 21' 25" E, 122.04 FEET; (2) S 53° 15' 10" W, 8.50 FEET; (3) S 68° 29' 21" E, 403.09 FEET; (4) S 26° 52' 42" E, 742.47 FEET; (5) S 26° 30' 24" E, 119.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE N 63° 29' 36" E, 335.33 FEET TO THE POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF A PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 4829, PAGE 344; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID WEST LINE THENCE, N 39° 32' 35" W, 27.87 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE, N 52° 52' 20" E ALONG THE NORTH LINE OF SAID PARCEL, 115.39 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE, S 39° 33' 49" E ALONG THE EASTERLY LINE OF SAID PARCEL, 60.18 FEET; THENCE, S 68° 19' 25" W, 121.16 FEET TO THE POINT OF BEGINNING. CONTAINS 5,076 SQUARE FEET MORE OR LESS.

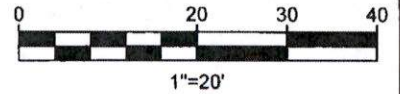
MAP SHOWING A SKETCH & DESCRIPTION

A PORTION OF THOSE LANDS LYING IN SECTION 40,
TOWNSHIP 7 SOUTH, RANGE 30 EAST.

ST. JOHNS COUNTY, FLORIDA
FOR: WINDWARD
(ZONING CHANGE - TO COSA)



GRAPHIC SCALE

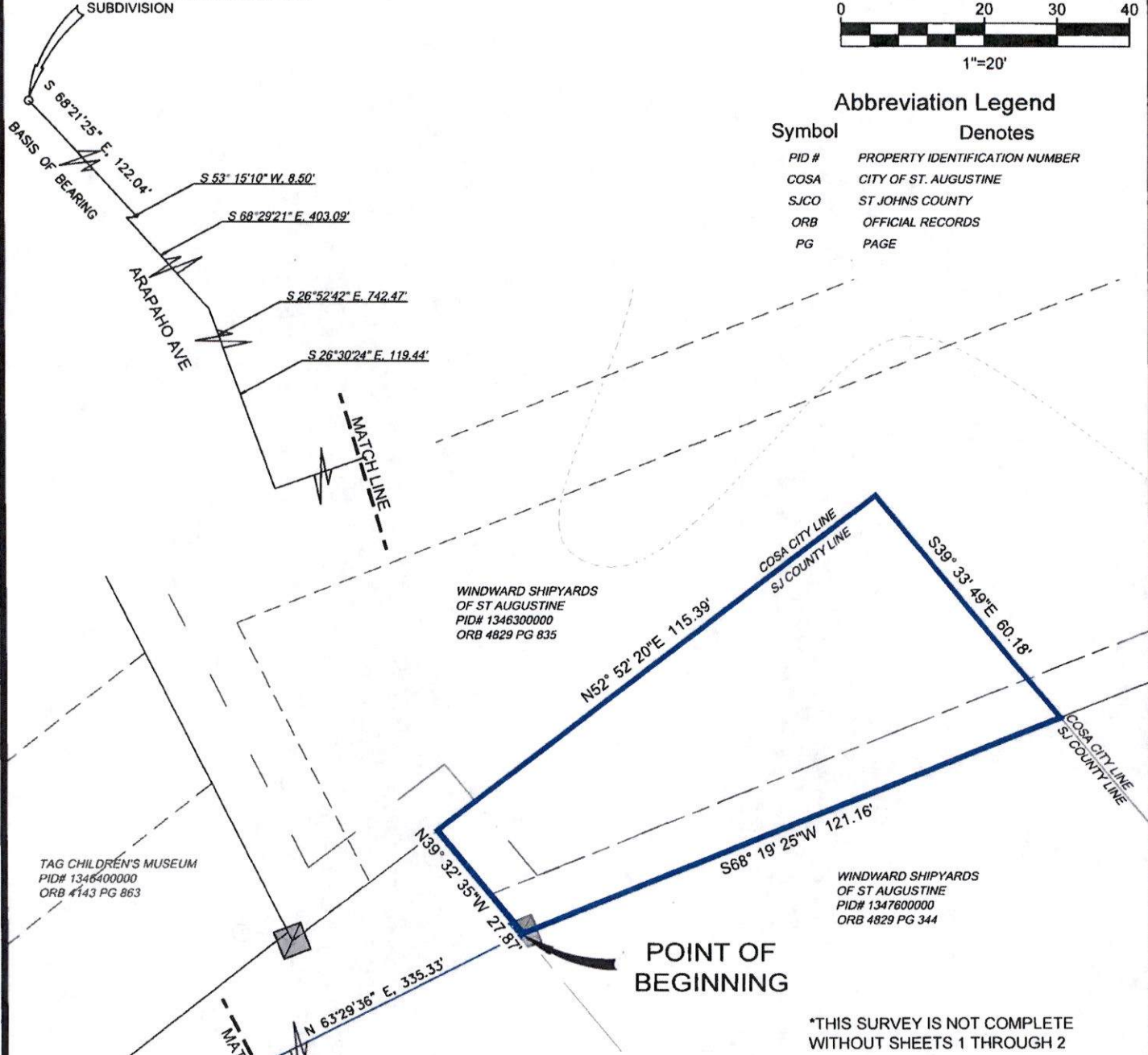


POINT OF COMMENCEMENT

NORTHEASTERLY RIGHT OF WAY OF
ARAPAHO AVE & WESTERLY CORNER OF
LOT 6, BLOCK H, SEMINOLE PARK
SUBDIVISION

Abbreviation Legend

Symbol	Denotes
PID #	PROPERTY IDENTIFICATION NUMBER
COSA	CITY OF ST. AUGUSTINE
SJCO	ST. JOHNS COUNTY
ORB	OFFICIAL RECORDS
PG	PAGE



*THIS SURVEY IS NOT COMPLETE
WITHOUT SHEETS 1 THROUGH 2

**Russell
D Flint**

Digitally signed
by Russell D Flint
Date: 2022.10.25
13:13:27 -04'00'



**Flint Surveying
& Mapping, Inc.**

2692 U.S. HWY 1 SOUTH #208
ST AUGUSTINE, FL 32066
PHONE (904) 392-5948

LICENSED PROFESSIONAL
FLORIDA #7324

PROJECT NO: 22-0003.4

MAP DATE: 10/24/2022

SURVEY DATE: N/A

CHECKED BY: RDF

DRAWN BY: RDF

FIELD WORK: RDF / ADS

PAGE: 1 OF 2

RUSSELL D. FLINT, Florida PSM # 7324
Not Valid Without The Digital Signature of A Florida Licensed
Surveyor & Mapper

MAP SHOWING A SKETCH & DESCRIPTION

A PORTION OF THOSE LANDS LYING IN SECTION 40,
TOWNSHIP 7 SOUTH, RANGE 30 EAST.

ST. JOHNS COUNTY, FLORIDA

FOR: WINDWARD

(ZONING CHANGE - TO COSA)

DESCRIPTION BY SURVEYOR

(ZONING CHANGE APPLICATION FOR COMMERCIAL DEVELOPMENT AREA)

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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*THIS SURVEY IS NOT COMPLETE
WITHOUT SHEETS 1 THROUGH 2



**Flint Surveying
& Mapping, Inc.**

2692 U.S. HWY 1 SOUTH #208
ST AUGUSTINE, FL 32086
PHONE (904) 392-5948

LICENSED PROFESSIONAL
FLORIDA #7324

PROJECT NO: 22-0003.4

MAP DATE: 10/24/2022

SURVEY DATE: N/A

CHECKED BY: RDF

DRAWN BY: RDF

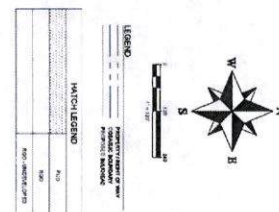
FIELD WORK: RDF / ADS

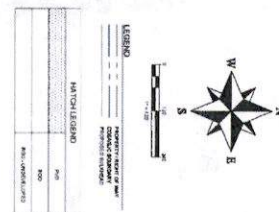
PAGE: 2 OF 2

EXHIBIT "A-2"

Shipyard Single-Family Parcel

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 19 & 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 6 CALLS (1) S 68°21'25" E, 122.04 FEET; (2) S 53°15'10" W, 8.50 FEET; (3) S 68°29'21" E, 403.09 FEET; (4) S 26°52'43" E, 205.14 FEET; (5) S 26°47'43" E, 692.28 FEET; (6) S 39°56'09" E, 249.22 FEET TO THE POINT OF BEGINNING AND A 58" IRON ROD AND CAP STAMPED #8177; THENCE FROM SAID POINT OF BEGINNING ; N 53°03'29" E , 333.34 FEET ALONG THE SOUTHERLY LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 779, PAGE 1160 TO THE SOUTHEAST CORNER OF AFOREMENTIONED PARCEL; THENCE N 39°32'35" W , 223.30 FEET ALONG THE EASTERLY LINE OF AFOREMENTIONED PARCEL; THENCE N 68° 19' 25" E, 396.45 FEET; THENCE N 24° 47' 29" E, 57.06 FEET; THENCE N 69° 42'32" E, 135.86 FEET; THENCE S 17° 09'35" E, 111.54 FEET; THENCE S 17° 38' 44" E, 131.74 FEET; THENCE S 18° 57' 11" E, 105.33 FEET; THENCE S 10° 12' 29" E, 40.03 FEET; THENCE S 11° 52' 43" E, 51.41 FEET; THENCE S 13° 02' 00" E, 157.41 FEET; THENCE S 36° 59' 22" E, 84.02 FEET; THENCE S 78° 42' 32" E, 26.87 FEET; THENCE S 11° 22' 05" W, 220.85 FEET; THENCE S 84° 46' 38" W, 81.60 FEET; THENCE S 62° 22' 13" W, 98.51 FEET; THENCE S 40° 49' 36" W, 93.52 FEET; THENCE S 80° 44' 20" W, 81.97 FEET; THENCE S 67° 54' 06" W, 33.95 FEET; THENCE N 22° 17' 02" W, 28.06 FEET; THENCE S 67° 53' 27" W, 55.55 FEET; THENCE S 76° 38' 57" W, 90.94 FEET; THENCE N 89° 10' 17" W, 197.97 FEET; THENCE N 46° 09' 33" W, 289.62 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ARAPAHO AVE. A 40 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE N 47° 28' 56" E , 180.64 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVE.; THENCE N 39°39'06" W , 111.75 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING. CONTAINS 13.70 ACRES MORE OR LESS.





EX-2 OF 1	SHIPYARD AERIAL EXHIBIT SHIPYARD SINGLE FAMILY ST. JOHNS COUNTY PREPARED FOR WILLOW WINDS PARKWAY, LLC		DESIGNED BY CSM REVIEW BY CSM CHECKED BY JMO DATE 10/10/07 PROJECT # 210		REVISIONS <table border="1"> <thead> <tr> <th>#</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>	#	DATE	DESCRIPTION																						MAVERICK ENGINEERING 10 WILLOW WINDS PARKWAY ST. JOHNS, FLORIDA 32258 (904) 655-6657	
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EXHIBIT “B”

PUD Development Standards (Without Exhibits Referenced in Text Below)

WINDWARD SHIPYARD PLANNED UNIT DEVELOPMENT TEXT

A. Purpose and Intent.

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

This Windward Shipyard PUD text creates site-specific regulations to address development and topographic conditions, historic or architectural features, and transitioning land uses. The PUD, including all exhibits hereto, complies with all applicable provisions of City Code Chapter 28.

B. Site Information.

1. Location

The property subject to this PUD ordinance is located west of the San Sebastian River, north of State Road 312 and east of U.S. Highway 1 in the City of St. Augustine. The property has St. Johns County Parcel Identification Nos. 134760-0000, 134770-0000, 134780-0000, 134790-0000 and 134650-0000 (collectively, the “Property”). A legal description of the Property is attached as Exhibit “A”.

2. Owner, Developer and Agent

The owner of the Property is Windward Shipyard Land Holdings, LLC (the “Owner”). The agent for the Owner and Developer is Ellen Avery-Smith, Esq., Rogers Towers, P.A. (the “Agent”). Addresses for the Owner and Agent are in the Team Roster on page 2.

3. Existing approvals A majority of the Property is located in unincorporated St. Johns County. The Property has a Future Land Use Map designation of Mixed Use District (County) and a zoning of Open Rural (County). The Owner has filed applications to annex the Property into the City of St. Augustine and to change the Future Land Use Map (“FLUM”) designation to Residential Low Density (“RLD”) in the City. The legal description of the Property is attached as Exhibit “A” (the “Property”). The Owner owns other parcels immediately north of the Property that are located in the City limits and commonly known as the St. Augustine Shipyard.

4. Summary of Proposed Development

The Owner is proposing to construct a maximum of 55 single-family units, a community dock with 50 boat slips and recreational amenities related to the single-family homes within the Property (the “**Project**”). A master development plan depicting the locations of the proposed uses within the Property is attached as Exhibit “B” (the “**Master Development Plan**”).

The Property includes approximately 13.5 acres of uplands and 0.19 acres of wetland. The Owner is proposing to impact approximately 0.15 acres of on-site wetlands in order to construct roadway crossings, ponds and homes. All other on-site wetlands will be preserved.

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

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

The Property is located in unincorporated St. Johns County and has a FLUM designation of Mixed Use District (County) and a zoning of Open Rural (County). The Owner is proposing to annex the Property into the City’s boundaries and give the site a FLUM designation of Residential Low Density in the City.

City Comprehensive Plan Future Land Use Element (“FLUE”) Policy 6.4.3 states that the Residential Low Density FLUM category is intended to apply to those neighborhoods designated for single-family dwellings and single-family type uses, as well as those uses compatible with low-density single-family uses such as churches, child care centers, public and institutional uses, including school consistent with the Public Schools Facilities Element, recreation and Open Land (Conservation) as appropriate to create and maintain a stable, low-intensity residential character. Single-family density is a maximum of eight (8) units per acre.

Future Land Use Element Goal 1 encourages the preservation and protection of the City’s natural resources by establishing a pattern of development that is harmonious with the City’s natural environment. The proposed PUD meets these requirements by preserving all marshland within the Property, retaining natural hydrologic connections managing all stormwater on-site. The Project will meet the requirements of FLUE Policies 1.1.8 and 1.1.9 by encouraging street, pedestrian and open space designs the discourage cut-through traffic and provide for safe, convenient and well-designed traffic circulation on the Property and through the adjacent Shipyards site.

FLUE Policies 2.1.2, 2.1.3, 2.1.4 and 2.3.4 require new development to provide necessary services and facilities or to pay a fair share of costs of providing such facilities, including extension of water, sanitary sewer and drainage systems to serve projects. The PUD will comply with those requirements by connecting to the City’s existing water and sewer systems and providing drainage on-site. Internal streets constructed by the Owner will be connected to public streets owned by the City, St. Johns County and the Florida Department of Transportation (“FDOT”).

FLUE Objectives 5.1 and 5.2 and their applicable policies encourage infill, mixed-use development of the type being proposed for the Property and adjacent land owned by the Owner in the Shipyards project. The combined projects provide orderly, compact development and the provision of public facilities and services that minimize costs and environmental impact and maximize efficiency. The Project and Shipyards will provide a pedestrian friendly street design and an interconnected street network, which will reduce greenhouse gas emissions.

FLUE Goal 8 and its policies focus on preserving the City's sense of place by balancing small-town urban character with economic activity and encouraging compatible infill development. The PUD provides these by providing residences adjacent to the mixed-use Shipyards project and other businesses in the surrounding area. The Project's proximity to places of employment, restaurants, shops and other commercial and office centers makes it a true walkable and bicycle-friendly community. The PUD has been designed to preserve the City's historic skyline and recognize eventual sea level rise.

Recreation and Open Space Element Overall Goal and applicable policies require certain residential developments to provide parks and recreational facilities, based on the number of proposed units. The Project will provide neighborhood parks for its residents and will be interconnected with the Shipyards via sidewalks and paths.

The Conservation and Coastal Management Element Overall Goal is to protect and conserve natural areas, environmentally sensitive areas, natural vegetative communities, wildlife habitats, marine resources, federal and state listed species, and other renewable and non-renewable natural resources. Approximately 3.24 acres of wetlands will remain in the Project. The Owner will impact approximately 0.15 acres of low-quality wetlands within the Property area in order to construct.

The Coastal Management Goal requires the City to maintain three (3) Conservation Overlay Zones ("COZs"). Conservation Overlay Zone 1 allows passive recreation, wildlife preservation and conservation areas, green space, and fishing piers and other water dependent uses, including boat ramps and marinas. Conservation Overlay Zone 2 allows for all of the uses within Zone 1, as well as specialized, scenic or linear parks and boardwalks, off-street parking areas; and residential development, provided that they are (1) located so as to minimize impacts to Conservation Overlay Zone 1 vistas and scenic areas, and (2) densities are limited to those defined by the underlying Future Land Use Category. Conservation Overlay Zone 3 allows a variety of land uses and development subject to performance standard requirements governed by the City's Comprehensive Plan, including the underlying FLUM category, and the City's land development regulations. The PUD will comply with all applicable COZ requirements enumerated in the Coastal Management Goal, as set forth more fully in Subsection C.3.p hereof.

The Infrastructure Element requires the provision of sanitary sewer, potable water and solid waste services to support intended development. The Project will connect to the City's existing sanitary sewer and potable water systems, including potable water system interconnection with adjacent parcels, at the expense of the Owner (in compliance with applicable requirements of the Capital Improvement Element). The Project will use water-wise landscaping where practicable. The project will also utilize City solid waste services. The

Stormwater Management Sub-Element requires developments to provide their own stormwater management systems. The PUD will comply with this requirement.

The Overall Goal of the Transportation and Mobility Element encourages accessible, energy efficient, sustainable and economically viable transportation options that meet the needs of residents, employees, employees and visitors. The Project meets applicable objectives and policies by providing interconnected streets and sidewalks so that residents and other City residents can drive, walk or bicycle to nearby places of employment, restaurants, shopping destinations and other places.

The Overall Goal of the Housing Element is to provide an adequate inventory of housing in stable neighborhoods. Goal 1 encourages quality housing through new construction, and requires the City to assist the private sector in providing adequate housing to meet current and future needs.

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

Not applicable.

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

The Owner desires to rezone the Property to PUD in order to provide more flexible site development standards, which will allow them to preserve on-site marshlands and wetlands associated with the San Sebastian River. The following development standards shall apply to the Property:

a. Allowable uses: Allowable uses within the Property shall be:

- (i) A maximum of 55 single-family residential units.
- (ii) A community dock related to the residential units.
- (iii) Recreational and other amenities to serve the residential development.

The locations of the proposed homes, community dock and amenities are depicted on the Master Development Plan, **Exhibit "B"**. The Owner, its successors and assigns, shall be permitted to make minor adjustments to the Master Development Plan based on applicable local, state and federal governmental agency review related to site permitting, engineering and construction plans. Staff shall review and approve any such revisions to the Master Development Plan, without the need for additional public hearings.

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

1. Front Yard: 20 feet; Corner Yard: 15 feet; Rear Yard: 10 feet; Side Yard: five (5) feet
 2. The front yard setback shall be measured from the front lot line of each lot (not including portions of any lot that may be located within a road or common area tract). Setbacks shall be measured from the outer foundation wall of each structure 30 inches above grade. Eaves shall be permitted to project into side yard setbacks. Patios shall be permitted to extend into rear yard setbacks if not covered or screened. This method of measuring side setbacks is a waiver from the Code.
 3. The project amenity center and its associated parking lot will be located a minimum of 10 feet from all parcel boundaries.
- b. Maximum building height: Single-family residences shall not exceed 35 feet in height. In addition to this building height, an additional five (5) feet shall be permitted for architectural features and mechanical equipment, pursuant to Code Section 28-332.
 - d. Minimum lot size: 5,450 square feet.
 - e. Minimum lot width: 40 feet.
 - f. Maximum lot coverage by all buildings and structures: 50 percent.
 - g. Parking: Each single-family residence will have a driveway that can accommodate two (2) cars, as well as a two (2)-car garage. A minimum of parking spaces will be provided at the project amenity center.
 - h. Signage: Project residential signage will comply with applicable provisions of the Code.
 - i. Roads: Project roadways may be public or private. If the roads are private, they will be owned and maintained by a homeowners' association ("HOA") and may be gated. Project roads will be maximum 24 feet wide, with each lane being maximum 12 feet wide.
 - j. Sidewalks: A five (5)-foot-wide sidewalk will be constructed on one (1) side of all streets, in the locations depicted on the Master Development Plan. Sidewalks within the Property will be owned and maintained by the HOA.
 - k. Fencing/Screening. The Owner shall be permitted to erect fences within side and rear yards of lots within the Property and within community recreation facilities, provided such fences are not taller than six (6) feet.
 - l. Upland buffers: An average 25-foot undisturbed upland buffer will be provided adjacent to contiguous wetlands if no bulkhead is provided. If lots are bulk-headed, reduced upland buffers will be provided, but such lots will be required

to have 10-foot rear yard setbacks, pursuant to Subsection C.3.b hereof. Locations of bulkheads are depicted on the Master Development Plan, **Exhibit “B”**.

- m. **Stormwater**: The Owner will provide a stormwater management system for the proposed development, in compliance with applicable City and St. Johns River Water Management District (“**District**”) requirements.
- n. **Lighting**. Project lighting shall comply with applicable Code provisions.
- o. **Accessory Uses**. Project accessory uses shall comply with applicable Code provisions.
- P. **Temporary Uses**. Project temporary uses shall comply with applicable Code provisions.
- q. **Utilities**: Project shall comply with applicable Code requirements. Project potable water lines will be interconnected with potable water lines that serve adjacent parcels.
- r. **Landscaping**: Project landscaping will comply with applicable provisions of Code Chapter 25, Article III, except that: (i) all planted trees will count toward satisfaction of any required mitigation, regardless of location on the project site, including required buffer yards; and (ii) the tree separation from utilities shall be 11.5 feet, which is one-half of the average spread of a four-inch caliper Live Oak tree plus the City’s 7.5 foot tree/utility separation requirement.
- s. **Tree Mitigation**: Project tree removal and replacement will comply with applicable provisions of Code Chapter 25, Article III, except that all planted trees will count toward satisfaction of any required mitigation, regardless of location on the project site, including required buffer yards. A tree removal plan for the Property is attached as **Exhibit “C”** (the “**Master Tree Removal Plan**”), and a tree mitigation plan for the Property is attached as **Exhibit “D”** (the “**Master Tree Mitigation Plan**”). Plant notes are contained on the Master Tree Mitigation Plan. Prior to commencing development of lots within the Property, the Owner shall record restrictions against title to each lot prohibiting the removal of any trees within a lot without the prior written approval of the HOA and without replacement of any tree sought to be removed with a tree of equal credits per the Code.
- t. **Conservation Overlay Zone Development**: Chapter 11, Article II, Sections 11-26 through 11-30 of the Code set forth criteria for development within conservation overlay zones (“**COZs**”). Portions of the Property lie within COZs 1, 2 and 3, and development of the Property will comply with applicable provisions of Sections 11-26 through 11-30.

14. Code Section 11-29(a) allows permits for structures and uses located within COZ 1 to be issued only for such structures and uses which have received

permits under provisions of applicable federal and state regulations and will be issued only for those structures and related uses such as fishing piers and catwalks, boardwalks, boat docks, boathouses, boat ramps, marinas and marine railways, as well as dredging and filling, which are determined to be to the benefit of the public as a whole and which are determined as having no significant negative impact on natural systems, by either individual or cumulative effect. Code Section 11-29(b) allows permits for structures and uses located within COZ 2 to be issued only for those structures and related uses which are determined as having no significant negative impact on adjacent natural systems by either individual or cumulative effect.

The Owner is proposing to construct a 50-slip community dock within the Property, in location are depicted on the Master Development Plan and on the Conservation Overlay Zone Plan attached as **Exhibit "E"**. The proposed facilities will be designed avoid damage to adjacent salt marshes and the vegetative communities contained therein, to eliminate any harm to the animal, fish or shellfish contained therein, to avoid blocking or disrupting vistas and scenic opportunities, and to enhance those vistas and scenic opportunities which are determined to benefit the public as a whole. The impervious area within COZ 2 will not exceed 25 percent without the area receiving treatment equivalent to the District water quality treatment provisions required when new development is proposed along an unaltered shoreline.

Rear or side lot drainage from grassed or altered areas of The Windward Shipyard PUD along an altered shoreline not directed to a water management system may be discharged to an adjacent water body/wetland; however, the area not treated must be compensated elsewhere in the system. This may be accomplished by providing additional water quality treatment in the system equivalent to that which will be discharged untreated. Water discharged shall be at non-erosive velocities. Rear or side lot drainage from grassed or altered areas of new development along an unaltered shoreline not directed to a water management system may be discharged to an adjacent water body/wetland through the 25-foot buffer (water discharged shall be at non-erosive velocities), with the following permitted activities: (1) pruning vegetation to retain or create a reasonable view. Ground cover and shrub vegetation to a height of 36 inches should be retained; (2) a maximum of 50 percent of the basal area of trees, and a maximum of 50 percent of the total number of saplings, may be removed for any purpose in a twenty-year period. A healthy, well-distributed strand of trees, saplings, shrubs and ground covers and their living, undamaged root systems shall be left in place. Replacement planting with native, low maintenance vegetation is permitted to maintain the 50 percent level; (3) dead, diseased, unsafe or fallen trees may be removed; and (4) reasonably sized bridges, paths, walkways, gazebos, docks and decks, and accessways to such amenities are permitted across the buffer provided such activities have minimal impact to the wetlands and are scaled to preserve the integrity of the buffer (less than ten (10) percent of the buffer). Restoration plan(s) shall be developed to achieve the 50 percent criteria above for those sites already disturbed. If the altered shoreline is

bulk-headed, softening of this hardened shoreline with riprap, environmentally engineered materials or other techniques to soften wave energies and promote vegetation is encouraged. Should a softening effort be employed, a reduction in the (25) – foot buffer may be permitted.

15. For the community dock and minimal lot bulkheading on the Master Development Plan and Conservation Overlay Zone Plan, the Owner provides the following information in response to Code Section 11-29(c) criteria (with Code criteria in BOLD below):

16.

1. **Site specific conditions.**

17. See the Master Development Plan and Conservation Overlay Zone Plan for site development details.

2. **The site's relationship to adjacent properties, bodies of water and surrounding conservation zones.**

18. See the Master Development Plan and Conservation Overlay Zone Plan for site development details.

3. **Natural and proposed drainage patterns.**

19. The Property is bounded on the east and south by the San Sebastian River and connected marshlands. The Property's existing drainage patterns can be described as the perimeter coast line drains directly to the river and connecting marsh while the internal portions of the site drain to onsite wetlands and a manmade drainage ditch, which eventually drain to the San Sebastian River on the east and south sides of the Property.

20.

21. The proposed drainage pattern for the site will have stormwater collected and conveyed from roadways and lots within an inlet and pipe network, toward one on-site wet detention ponds.

22.

4. **Effect of point and nonpoint discharge in the marine environment.**

The point discharges will include the outfall control structure in the wet detention pond system described above, which is proposed to connect to the San Sebastian River. There will be minimal impacts to marine life as these outfalls will discharge treated stormwater. Nonpoint discharges from rear yards will be minimized as the lots will be designed with Type "A" grading, forcing runoff to reach the stormwater collection system.

5. **Proposed soil stabilization and erosion control methods.**

Standard erosion control methods will include silt fencing around the perimeter of the developed areas, inlet protection during construction, hay

bale barriers at the outfalls and floating turbidity barriers within the onsite ditch during road crossing construction. All disturbed areas will be seeded and mulched to establish vegetation to ensure minimal erosion after construction is complete.

6. Impact on floodplain.

Because the San Sebastian River is an open basin that has a direct connection to the Atlantic Ocean, the impacts to the floodplain will be minimal.

7. Impact of development on vegetative and animal communities.

23.

24. Approximately 0.15 acres of proposed wetland impacts are for home sites (Figure 4). Locations of the proposed wetland impacts are shown on the wetland management plan attached as **Exhibit "F"** (the **"Wetland Management Plan"**). Those impacts either have been permitted by both the District and U.S. Army Corps of Engineers (the **"Corps"**). All hydrologic flow will be unimpeded and follow its natural course. Further, all other wetlands on-site will remain.

25.

8. Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.

Because the PUD will include single-family homes and the community dock, which will not have fueling or other activities that permit the use of hazardous chemicals and materials, there is no potential for contaminated drainage, storage of pollutants or the use of poisonous chemicals or materials.

9. Effect of shade on vegetation and shellfish.

The community dock be at minimum six (6) feet above mean high water. Therefore, shading will be minimal. None of the wetland impacts proposed in upland areas of the project will have a shade effect on vegetation or shellfish. The Owner will leave 3.24 acres to remain adjacent to the San Sebastian River. The 0.15 acres of low quality freshwater wetland impacts, not saltmarsh, will be mitigated by purchasing 0.12 mitigation bank credits.

10. Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.

26. The proposed development will honor the standard will have no effect on manatees, vegetation, shellfish or wildlife, nor will it cause shoreline erosion because it is located within upland areas of the site.

11. Impact of development on shoreline by linear feet and percent of site.

27. The existing shoreline will not be altered by the proposed development. The bulkheads will be mostly constructed within the uplands, except for the areas adjacent to the wetland impacts.

12. Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.

28.

The Conservation Overlay Zone 1 Development includes the community dock. The community dock is depicted on Figures 4 thru 10C.

29.

30. The proposed single-family homes will be located within Conservation Overlay Zones 2 and 3. The homes will be limited to 35 feet in height (two stories) so their impacts to vistas and scenic opportunities will be minimal. Existing tree canopies within COZ 1 and upland buffers will be left in place and new trees will be planted within lots, both of which will allow the proposed homes to blend into the area.

13. Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.

31.

32. Native vegetation will be preserved in buffer areas within the Property, in the locations depicted on the Master Development Plan. Native plants will be used for landscape and open space purposes to the extent practicable. Proposed retention areas are depicted on the Master Development Plan.

14. Impact of development on plant and animal habitat and potential loss in acres and percent of site.

33. The Windward Shipyard project will cluster housing development within upland areas of the Property and will preserve marshlands and other wetlands associated with the San Sebastian River

15. Impact of development on water quality. Water quality objectives will be presumed to have been met if runoff water is routed to a surface water management system permitted by the St. Johns River Water Management District or to a treatment facility that is equivalent to the water quality treatment criteria (water retention/detention) of the water management district. (An engineer or landscape architect licensed in the State of Florida is

required to certify that the treatment facility is equivalent to the district's criteria.)

34.

Stormwater runoff from the Property will be routed to a surface water management system permitted by the St. Johns River Water Management District.

- 16. Impact of development on shellfish and on commercial and sport fish and waterfowl.**

35.

The project will have no impact on shellfish or on commercial or sport fish or waterfowl because all stormwater runoff from the Property will be routed to a District-permitted surface water management system. The proposed homes will be located on upland areas of the site.

- 17. Specific conditions applicable to docks. In addition to the considerations listed in subsections (1) through (16) herein, no boathouse, roofed structure or wall shall be constructed on any dock. This section shall not prohibit the use of bumpers or similar structures built at or near the water line and below deck elevation to protect the dock from damage caused by moored vessels. The deck of any private boat dock shall not exceed six (6) feet in height above mean high water. Boatlifts mounted on docks, or constructed on or adjacent to a dock, shall be limited to a capacity of twelve thousand (12,000) pounds or less. All boatlifts shall be low profile boatlifts or no profile boatlifts, and no boats in excess of thirty-two (32) feet in length shall be allowed on a boatlift. In addition, the maximum height, excluding masts, antennas and other non-occupiable features, of a boat suspended in a boatlift shall not exceed six (6) feet above the gunwale (gunnel); whereby, the gunwale (gunnel) is defined as the upper edge of the side of the ship or boat. A low profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall exceed three (3) feet above the deck. A no profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall protrude above the deck.**

36.

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

The PUD complies with Code Section 28-286 by:

- a. Promoting more efficient and economic use of land by clustering development within upland areas and preserving marshland and other wetland associated with the San Sebastian River.

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

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

Permitted uses within the Property are set forth in Section C.3 hereof. Locations of the proposed uses are depicted on the Master Development Plan, **Exhibit "B"**. Proposed uses are consistent with the Residential Low Density future land use designation for the Property.

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

Benefits to the community from the Project include:

- a. Preserving marshland and other wetland associated with the San Sebastian River.
- b. Providing interconnection of potable water lines with adjacent parcels.
- c. Providing a project that compliments and incorporates the existing mixed-use Shipyards project to the north.
- d. Annexing the Property into the City limits, thus increasing the City's tax base and number of jobs available in the municipal boundaries.
- e. Providing pedestrian interconnectivity within the Shipyards project and with parcels to the north, along the west side of the San Sebastian River.

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

The Project will be developed in two (2), five (5)-year phases. Phase 1 shall commence within three (3) years of the City Commission's adoption of this PUD ordinance and shall be completed within five (5) years of commencement. Phase 2 shall commence no later than the completion of Phase 1 and shall be completed within five (5) years of commencement. For purposes of this PUD, "commencement" shall be defined as the City's approval of horizontal construction plans, and "completion" shall be defined as the City's approval of as-builts for horizontal improvements.

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

The Owner will create a homeowners' association ("HOA") that will be legally responsible for owning, operating and maintaining common areas within the Property, including but not limited to roads, sidewalks, parks, the community dock and other amenities.

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

This PUD shall terminate ten (10) years from its adoption by the City Commission unless otherwise extended or amended pursuant to the Code.

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

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

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

A public facility impact analysis that outlines the project's potential impacts on transportation networks, circulation patterns and infrastructure is attached as Exhibit "F".

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

See Section E hereof.

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

1. **Density of development.** The project will include a maximum of 55 single-family units on approximately 13.7 developable acres, yielding a net density of 4.01 units per acre on the Property.

2. **Open space.** Development will be clustered within upland areas of the Property.

3. **Waiver of yard, dwelling unit, frontage criteria and use restriction.** See Section C.3 hereof for these criteria and waivers from such requirements. Those waivers are detailed in Subsections C.3.r (Landscaping) and s (Tree Mitigation).

4. **Management and maintenance of open space areas.** All common property within the Property will be owned, operated and maintained by an HOA and will be available for use by residents within the Property. The HOA will have a declaration of restrictive covenants that governs use of common areas within the Property. The HOA board of directors will be responsible for enforcing the declaration. The HOA will own and maintain all roads and sidewalks within the Property. Access to homes will be over these privately owned streets. The HOA will have rules and regulations governing fencing, landscaping and other aesthetic issues in order to enhance the community and the privacy of its occupants, screening of objectionable views or uses and reduction of noise.

5. **Community facilities.**

a. **All utility facilities proposed for dedication to St. Augustine must be acceptable by the city as to the size, shape and location, and shown by the applicant to be of benefit to the general public.**

The project will dedicate all on-site utilities to the City, in compliance with applicable Code requirements.

b. **All requirements for off-street parking and loading shall apply to the PUD unless otherwise waived or modified.**

See Section C.3 for parking standards.

c. **Access and circulation shall adequately provide for firefighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal.**

The project will provide adequate access and circulation for emergency and other access, including access for large vehicles.

d. **Provide for underground installation of utilities, including telephone, power and cable television in both public and private rights-of-way. Provisions shall be made for acceptable design and construction of storm sewer facilities, including grading, gutters, piping and treatment of turf to handle stormwater and prevent erosion and formation of dust.**

The project will provide for underground utilities to the extent practicable.

e. **Specifications for street design, publicly used driving and access aisles, sidewalks and pedestrian walkways, including those providing interconnectivity between phases of the PUD or between the PUD and adjacent properties, shall conform to the rules and regulations adopted by the City of St. Augustine.**

See Section C.3 for street and sidewalk design criteria. The Master Development Plan shows interconnectivity with adjacent lands. Because the Property is surrounded on two sides by marshland, it is difficult to connect to adjacent lands other than via Arapaho Avenue.

f. ***General development patterns.* Residential subdivisions and mixed-use subdivisions shall provide a master tree plan, a master stormwater plan, an overall signage plan, any applicable overall design standards, descriptions of interconnectivity between areas within the PUD and connections to areas outside of the PUD proper, and general descriptions of how the PUD will create a sense of place.**

See the Master Development Plan, Exhibit "B", the Master Tree Removal Plan, Exhibit "C", the Master Tree Replacement Plan Exhibit "D" and this text for the development standards for the Property.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: April 13, 2023

RE: **Ordinance 2023-12 – Amending the Zoning of a 5,076 square feet Portion of Annexed Property from St. Johns County Open Rural (OR) to Residential General Office (RGO) – First Reading**

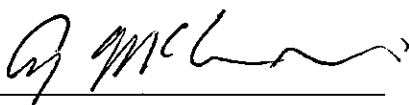
The 5,076 square foot property east of Arapaho Avenue and part of a 14.79-acre annexation as part of the Shipyards development is centrally located in the land area between Arapaho Avenue and the San Sebastian River and is highlighted in the attached map. The property is bordered on the north by the existing Shipyards development, on the west by properties remaining in the county, to the south and east by additional acreage as part of the current proposed annexation. This property is owned by Windward Shipyard Land Holdings, LLC.

The county's Future Land Use Map (FLUM) identified Mixed-Use District as the land use category for the property. The owner has also requested to change the land use to the consistent category of Residential Medium Density Mixed Use. The application is to rezone the property to Residential General Office (RGO), which is consistent with the proposed land use category. The owner is proposing that this property be incorporated into the overall Shipyards development.

On March 7, 2023, the Planning and Zoning Board (PZB) made a positive recommendation to amend the zoning of this property from County OR to City RGO. Attached you will find the Ordinance, and legal description and a map illustrating the requested change. The packet of information provided to the PZB is included with the land use plan amendment material.

Please place Ordinance 2023-12 on the City Commission agenda for first reading.

If you have any questions, please let me know.



Amy McClure Skinner, AICP
Director, Planning and Building Department

ORDINANCE NO. 2023-12

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING APPROXIMATELY 5,076 SQUARE FEET OF PROPERTY LOCATED EAST OF ARAPAHO AVENUE AS A PORTION OF THE M. SOLANA GRANT WITHIN THE SHIPYARDS DEVELOPMENT IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT CLASSIFICATION OF ST. JOHNS COUNTY OPEN RURAL (OR) TO THE CITY OF ST. AUGUSTINE CLASSIFICATION OF RESIDENTIAL GENERAL OFFICE (RGO); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Augustine, Florida finds that all legal requirements have been met, a public hearing has been held and the Planning and Zoning Board has recommended that property identified by the attached legal description as containing approximately 5,076 square feet of land, located east of Arapaho Avenue as a portion of the M. Solana Grant within the Shipyards Development being more fully described herein, should be rezoned;

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

Section 1. The following described property, containing approximately 5,076 square feet of land, located east of Arapaho Avenue as a portion of the M. Solana Grant within the Shipyards Development in the City of St. Augustine, and identified by the attached legal description, is hereby rezoned from the classification of St. Johns County Open Rural (OR) to the City of St. Augustine classification of Residential General Office (RGO), and as more fully described in the attached legal description.

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

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

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

Section 5. Effective Date. This ordinance shall be effective thirty-one (31) days after adoption in conjunction with Ordinance No. 2023-11 or, if Ordinance No. 2023-11 is challenged within thirty (30) days after adoption, effective upon issuance of a final order by the Department of Economic Opportunity or the Administration Commission.

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

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk

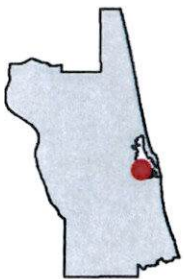
(SEAL)

EXHIBIT "A-1"

Shipyard Mixed Use Parcel

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 5 CALLS (1) S 68° 21' 25" E, 122.04 FEET; (2) S 53° 15' 10" W, 8.50 FEET; (3) S 68° 29' 21" E, 403.09 FEET; (4) S 26° 52' 42" E, 742.47 FEET; (5) S 26° 30' 24" E, 119.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE N 63° 29' 36" E, 335.33 FEET TO THE POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF A PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 4829, PAGE 344; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID WEST LINE THENCE, N 39° 32' 35" W, 27.87 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE, N 52° 52' 20" E ALONG THE NORTH LINE OF SAID PARCEL, 115.39 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE, S 39° 33' 49" E ALONG THE EASTERLY LINE OF SAID PARCEL, 60.18 FEET; THENCE, S 68° 19' 25" W, 121.16 FEET TO THE POINT OF BEGINNING. CONTAINS 5,076 SQUARE FEET MORE OR LESS.



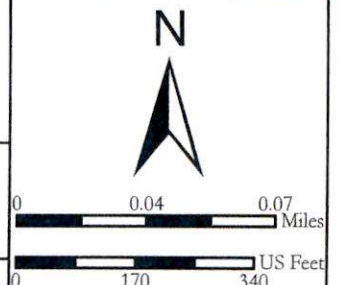
Current Zoning



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

2023

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet





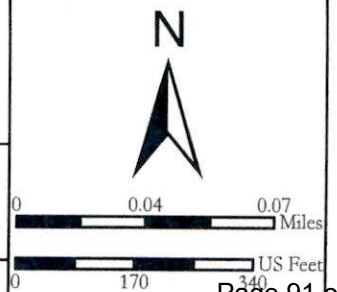
Proposed Zoning



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2023

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: April 13, 2023

RE: **Ordinance 2023-12 – Amending the Zoning of a 5,076 square feet Portion of Annexed Property from St. Johns County Open Rural (OR) to Residential General Office (RGO) – First Reading**

The 5,076 square foot property east of Arapaho Avenue and part of a 14.79-acre annexation as part of the Shipyards development is centrally located in the land area between Arapaho Avenue and the San Sebastian River and is highlighted in the attached map. The property is bordered on the north by the existing Shipyards development, on the west by properties remaining in the county, to the south and east by additional acreage as part of the current proposed annexation. This property is owned by Windward Shipyard Land Holdings, LLC.

The county's Future Land Use Map (FLUM) identified Mixed-Use District as the land use category for the property. The owner has also requested to change the land use to the consistent category of Residential Medium Density Mixed Use. The application is to rezone the property to Residential General Office (RGO), which is consistent with the proposed land use category. The owner is proposing that this property be incorporated into the overall Shipyards development.

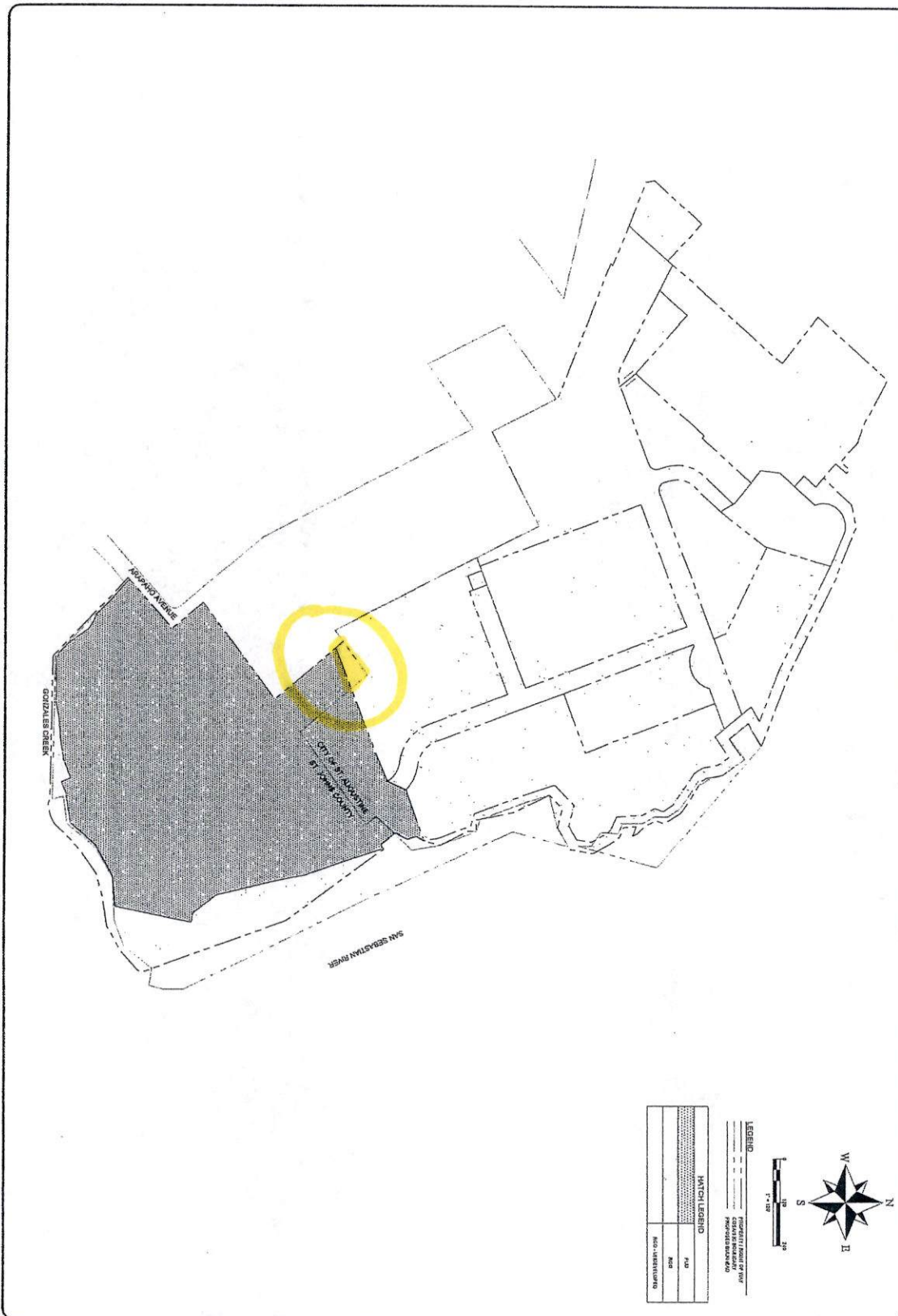
On March 7, 2023, the Planning and Zoning Board (PZB) made a positive recommendation to amend the zoning of this property from County OR to City RGO. Attached you will find the Ordinance, and legal description and a map illustrating the requested change. The packet of information provided to the PZB is included with the land use plan amendment material.

Please place Ordinance 2023-12 on the City Commission agenda for first reading.

If you have any questions, please let me know.



Amy McClure Skinner, AICP
Director, Planning and Building Department



EX-1 OF 1	SHIPYARD ANNEXATION EXHIBIT SHIPYARD SINGLE FAMILY ST. JOHNS COUNTY PREPARED FOR: VICKI AND BRYAN TOWNHILL, LLC		ENGINEER: GCM DESIGN BY: GCM CHECKED BY: JMC DATE: 10/20/22 PROJECT #: 2203		REVISIONS <table border="1"> <thead> <tr> <th>#</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table>		#	DATE	DESCRIPTION																MAVERICK ENGINEERING 10 WILLOW WINDS PARKWAY ST. JOHNS, FLORIDA 32259 (904) 655-6687		
	#	DATE	DESCRIPTION																								

ORDINANCE NO. 2023-12

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING APPROXIMATELY 5,076 SQUARE FEET OF PROPERTY LOCATED EAST OF ARAPAHU AVENUE AS A PORTION OF THE M. SOLANA GRANT WITHIN THE SHIPYARDS DEVELOPMENT IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT CLASSIFICATION OF ST. JOHNS COUNTY OPEN RURAL (OR) TO THE CITY OF ST. AUGUSTINE CLASSIFICATION OF RESIDENTIAL GENERAL OFFICE (RGO); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Augustine, Florida finds that all legal requirements have been met, a public hearing has been held and the Planning and Zoning Board has recommended that property identified by the attached legal description as containing approximately 5,076 square feet of land, located east of Arapaho Avenue as a portion of the M. Solana Grant within the Shipyards Development being more fully described herein, should be rezoned;

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

Section 1. The following described property, containing approximately 5,076 square feet of land, located east of Arapaho Avenue as a portion of the M. Solana Grant within the Shipyards Development in the City of St. Augustine, and identified by the attached legal description, is hereby rezoned from the classification of St. Johns County Open Rural (OR) to the City of St. Augustine classification of Residential General Office (RGO), and as more fully described in the attached legal description.

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

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

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

Section 5. Effective Date. This ordinance shall be effective thirty-one (31) days after adoption in conjunction with Ordinance No. 2023-11 or, if Ordinance No. 2023-11 is challenged within thirty (30) days after adoption, effective upon issuance of a final order by the Department of Economic Opportunity or the Administration Commission.

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

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk

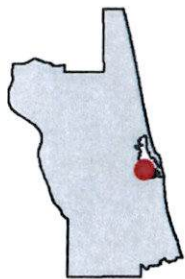
(SEAL)

EXHIBIT "A-1"

Shipyard Mixed Use Parcel

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 5 CALLS (1) S 68° 21' 25" E, 122.04 FEET; (2) S 53° 15' 10" W, 8.50 FEET; (3) S 68° 29' 21" E, 403.09 FEET; (4) S 26° 52' 42" E, 742.47 FEET; (5) S 26° 30' 24" E, 119.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE N 63° 29' 36" E, 335.33 FEET TO THE POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF A PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 4829, PAGE 344; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID WEST LINE THENCE, N 39° 32' 35" W, 27.87 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE, N 52° 52' 20" E ALONG THE NORTH LINE OF SAID PARCEL, 115.39 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE, S 39° 33' 49" E ALONG THE EASTERLY LINE OF SAID PARCEL, 60.18 FEET; THENCE, S 68° 19' 25" W, 121.16 FEET TO THE POINT OF BEGINNING. CONTAINS 5,076 SQUARE FEET MORE OR LESS.



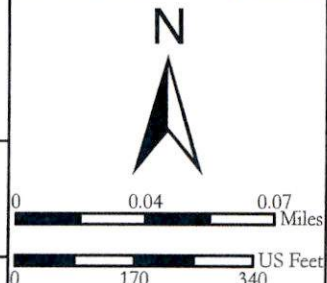
Current Zoning



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2023

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet





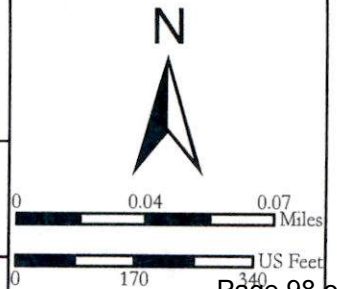
Proposed Zoning



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2023

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CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: April 13, 2023

RE: **Ordinance 2023-13 – Amending the Future Land Use Designation of a Total of 13.70 Acres - Approximately 12.54 Acres of a Portion of Annexed Property from St. Johns County Mixed-Use District to City Residential Low Density and Approximately 1.16 Acres from City Residential Medium Density Mixed Use to Residential Low Density – First Reading**

The 13.70-acre property east of Arapaho Avenue and part of a 14.79-acre annexation as part of the Shipyards development is between Arapaho Avenue and the San Sebastian River. The property is bordered on the north by the existing Shipyards development, on the west by properties remaining in the county, and to the south and east by the San Sebastian riverine environment. This property is owned by Windward Shipyard Land Holdings, LLC.

The county's Future Land Use Map (FLUM) identifies Mixed-Use District as the current land use category for 12.54 acres of the property. The owner has requested to change the land use to the City Residential Low Density land use category. Additionally, approximately 1.16 acres of the property is currently within the City of St. Augustine with an existing land use of City Residential Medium Density Mixed Use. The owner has also requested to change the land use of this area to the City Residential Low Density land use category. An application to rezone the entire 13.70 acres of property to Planned Unit Development (PUD), which is consistent with the proposed land use category, has also been submitted. The owner is proposing that this property be developed as a 55-unit single family subdivision with a proposed dock.

On March 7, 2023, the Planning and Zoning Board (PZB) made a positive recommendation to amend the future land use of this property from the county and existing city designations to Residential Low Density. Attached you will find the Ordinance, and legal description, a map illustrating the requested change, and the packet of information regarding this application and the compatible rezoning provided to the PZB.

Please place Ordinance 2023-13 on the City Commission agenda for first reading.

If you have any questions or require additional information, please let me know.

A handwritten signature in black ink, appearing to read 'Amy McClure Skinner', written over a horizontal line.

Amy McClure Skinner, AICP
Director
Planning and Building Department

ORDINANCE NO. 2023-13

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION OF APPROXIMATELY 13.70 ACRES OF PROPERTY LOCATED EAST OF ARAPAHO AVENUE AS A PORTION OF THE M. SOLANA GRANT WITHIN THE SHIPYARDS DEVELOPMENT IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT DESIGNATION OF ST. JOHNS COUNTY MIXED-USE DISTRICT AND CITY OF ST. AUGUSTINE RESIDENTIAL MEDIUM DENSITY MIXED USE TO A CITY DESIGNATION OF RESIDENTIAL LOW DENSITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Augustine, Florida finds that all legal requirements have been met, a public hearing has been held and the Planning and Zoning Board has recommended that parcels of property containing approximately 13.70 acres of land, located east of Arapaho Avenue as a portion of the M. Solana Grant within the Shipyards Development being more fully described herein, that the property's Future Land Use Map (FLUM) designation should be amended. Approximately 12.54 acres of the 13.70 acres will be changed from St. Johns County Mixed-Use District to City Residential Low Density and approximately 1.16 acres of the 13.70 acres will be changed from City of St. Augustine Residential Medium Density Mixed Use to City Residential Low Density;

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

Section 1. Amending Comprehensive Plan, Future Land Use Map. The following described property, containing approximately 13.70 acres commonly known as a

portion of the M. Solana Grant within the Shipyards Development, with 12.54 acres identified on the Future Land Use Map (FLUM) of St. Johns County as Mixed-Use District and 1.16 acres identified on the Future Land Use Map (FLUM) of the City of St. Augustine as Residential Medium Density Mixed Use, is hereby amended to the city classification of Residential Low Density. This property is more fully described in the attached legal description.

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

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

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

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

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

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

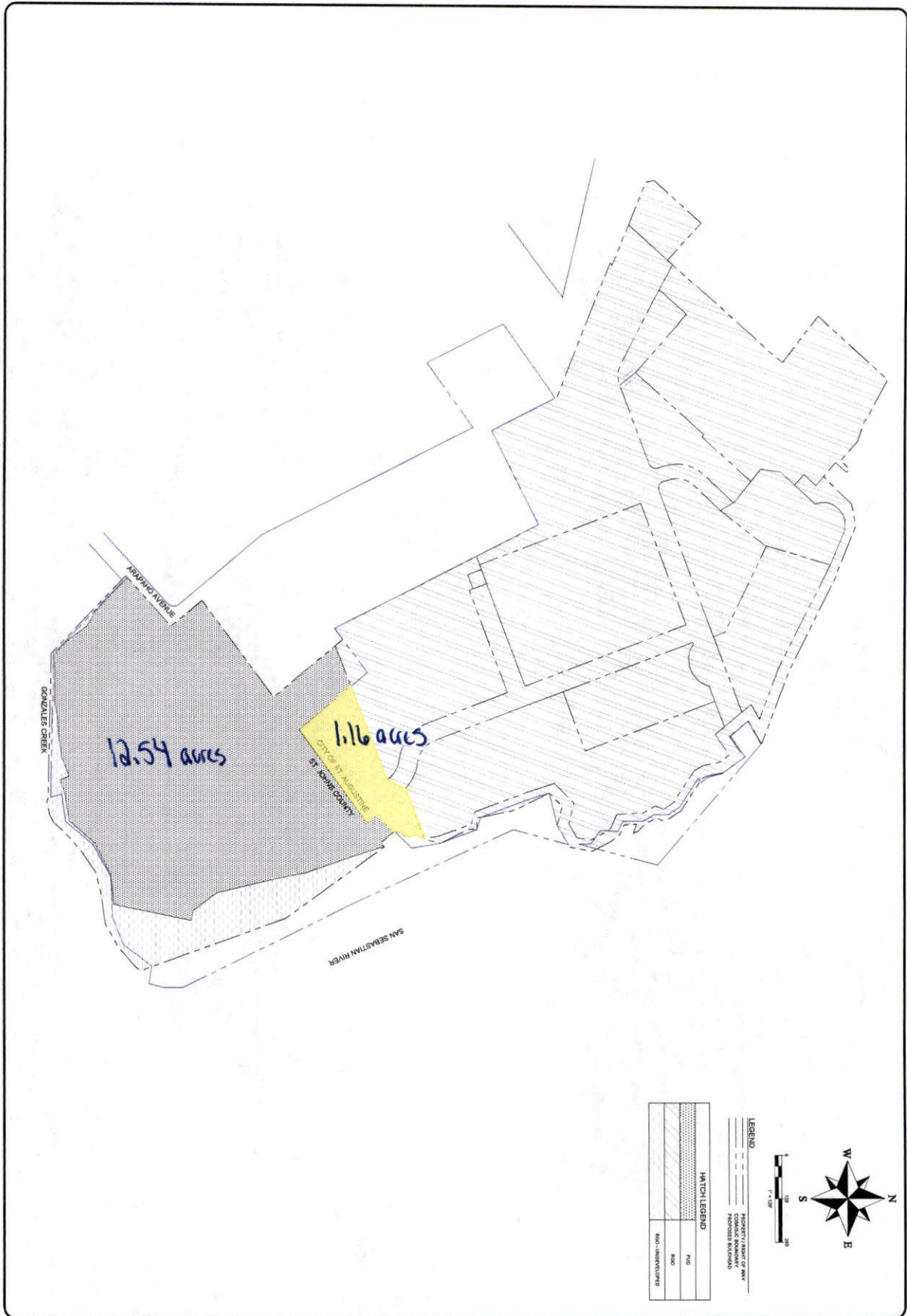
Darlene Galambos, City Clerk

(SEAL)

EXHIBIT "A-2"

Shipyard Single-Family Parcel

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 19 & 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 6 CALLS (1) S 68°21'25" E, 122.04 FEET; (2) S 53°15'10" W, 8.50 FEET; (3) S 68°29'21" E, 403.09 FEET; (4) S 26°52'43" E, 205.14 FEET; (5) S 26°47'43" E, 692.28 FEET; (6) S 39°56'09" E, 249.22 FEET TO THE POINT OF BEGINNING AND A 58" IRON ROD AND CAP STAMPED #8177; THENCE FROM SAID POINT OF BEGINNING ; N 53°03'29" E , 333.34 FEET ALONG THE SOUTHERLY LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 779, PAGE 1160 TO THE SOUTHEAST CORNER OF AFOREMENTIONED PARCEL; THENCE N 39°32'35" W , 223.30 FEET ALONG THE EASTERLY LINE OF AFOREMENTIONED PARCEL; THENCE N 68° 19' 25" E, 396.45 FEET; THENCE N 24° 47' 29" E, 57.06 FEET; THENCE N 69° 42' 32" E, 135.86 FEET; THENCE S 17° 09' 35" E, 111.54 FEET; THENCE S 17° 38' 44" E, 131.74 FEET; THENCE S 18° 57' 11" E, 105.33 FEET; THENCE S 10° 12' 29" E, 40.03 FEET; THENCE S 11° 52' 43" E, 51.41 FEET; THENCE S 13° 02' 00" E, 157.41 FEET; THENCE S 36° 59' 22" E, 84.02 FEET; THENCE S 78° 42' 32" E, 26.87 FEET; THENCE S 11° 22' 05" W, 220.85 FEET; THENCE S 84° 46' 38" W, 81.60 FEET; THENCE S 62° 22' 13" W, 98.51 FEET; THENCE S 40° 49' 36" W, 93.52 FEET; THENCE S 80° 44' 20" W, 81.97 FEET; THENCE S 67° 54' 06" W, 33.95 FEET; THENCE N 22° 17' 02" W, 28.06 FEET; THENCE S 67° 53' 27" W, 55.55 FEET; THENCE S 76° 38' 57" W, 90.94 FEET; THENCE N 89° 10' 17" W, 197.97 FEET; THENCE N 46° 09' 33" W, 289.62 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ARAPAHO AVE. A 40 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE N 47° 28' 56" E , 180.64 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVE. THENCE N 39°39'06" W , 111.75 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING. CONTAINS 13.70 ACRES MORE OR LESS.



EX-1

OF 1

SHIPYARD ANNEXATION EXHIBIT

SHIPYARD SINGLE FAMILY

ST. JOHNS COUNTY

PREPARED FOR: WINDWARD SHIPYARD TOWNHOMES, LLC

DRAWING BY: CCM

DESIGN BY: CCM

CHECKED BY: JNC

DATE: 10/19/22

PROJECT #: 2213

REVISIONS

#	DATE	DESCRIPTION



MAVERICK ENGINEERING

10 WILLOW WINDS PARKWAY

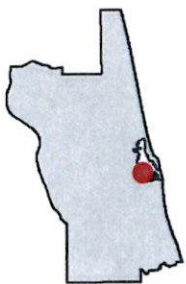
ST. JOHNS, FLORIDA 32259

(904) 655-6687



JEREMY R. CALLOWAY

CEM 12589 PEP 12589



Current Land Use



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

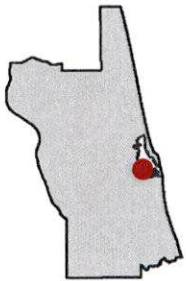
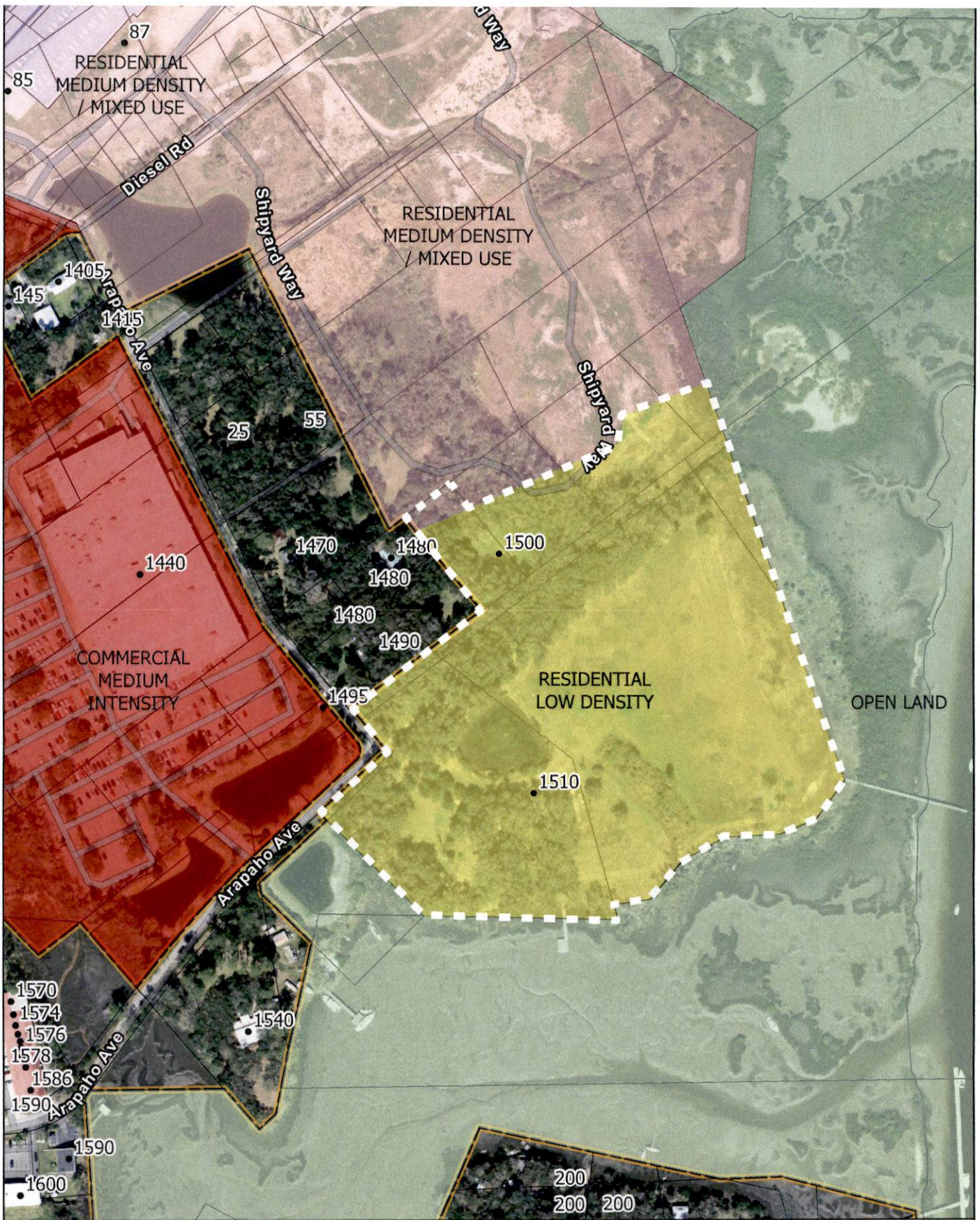
2023

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



0 0.04 0.07 Miles

0 170 340 US Feet



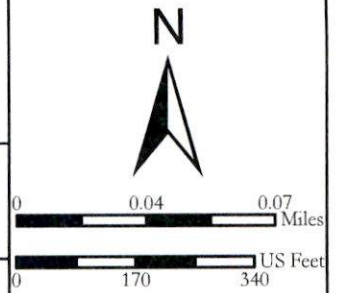
Proposed Land Use



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

2023

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

TO: Planning and Zoning Board

DATE: March 7, 2023

RE: **COMPREHENSIVE PLAN AMENDMENT AND REZONING 2023-0006**

AGENDA ITEM 10(a)

APPLICANT Ellen Avery-Smith, Esq.
c/o Rogers Towers, P.A.

OWNER Windward Shipyard Land Holdings, LLC

LOCATION Arapaho Avenue / PID 134760-0000, 134780-0000,
& 134790-0000

REQUEST To amend the current land use of Mixed-Use District
(St. Johns County) to Residential Medium Density
Mixed Use and Residential Low Density (City of St.
Augustine) and to rezone the properties from Open
Rural (OR) (St. Johns County) to Residential
General Office (RGO) and Planned Unit
Development (PUD) (City of St. Augustine).

CURRENT ST. JOHNS
COUNTY LAND USE Mixed-Use District

CURRENT ST. JOHNS
COUNTY ZONING Open Rural (OR)

PROPOSED CITY OF ST.
AUGUSTINE LAND USE Residential Medium Density Mixed Use &
Residential Low Density

PROPOSED CITY OF ST.
AUGUSTINE ZONING Residential General Office (RGO) & Planned Unit
Development (PUD)

CITY OF ST. AUGUSTINE COMPREHENSIVE PLAN 2040

FLUE Policy 6.4.3

Residential Low Density

This district is intended to apply to those neighborhoods designated for single-family dwellings and single-family type uses, as well as those uses compatible with low density single-family uses such as churches, child care centers, public and institutional uses, including schools consistent

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

with the Public Schools Facilities Element, recreation and Open Land (Conservation) as appropriate so as to create and maintain a stable low intensity residential character.

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

FLUE Policy 6.4.6

Residential Medium Density Mixed Use

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

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

To encourage mixed use developments:

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

FLUE Policy 6.4.7

Performance standards for residential uses shall include, but are not limited to, the following:

- The land development code shall include performance standards for multi-family and residential mixed-use residential uses that control the location of proposed buildings in relation to the overall dimension of the site, provide sufficient on-site/structured parking where applicable, and provide open space and recreation amenities.
- The land development code shall contain requirements for significant open space, landscaping and buffers to effectively screen multi-family developments from single-family low density residential zoning districts.
- Grid street networks are highly encouraged to serve residential developments and provide connectivity throughout the City. Cul-de-sacs and gated developments are discouraged.
- Themes are encouraged for residential developments to include cohesive streetscape design, signage, landscape architecture and streetscape furniture to create an identity for neighborhoods in the City.

APPLICABLE CODES/ORDINANCES

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

- (a) *General.* This chapter may from time to time be amended, supplemented or changed; the land use plan and land use map established by the comprehensive plan may also be amended and the zoning atlas may from time to time be revised by the rezoning of land as provided in this section.
- (b) *Initiation of proposals.* An ordinance for the rezoning of land may be proposed only by the city commission or any member thereof, by the planning and zoning board or by the owner of subject property, its attorney or duly authorized agent. An amendment to this chapter may be proposed for adoption only by the city commission or any member thereof, or by the planning and zoning board. Proposals to amend this chapter shall be submitted in writing, accompanied by all pertinent information which may be required for proper consideration of the matter.
- (c) *Nature and requirements of board report.* The report and recommendations to the city commission as required by subsection (d) below shall show that the board has studied and considered:
- (1) The need and justification for the change.
 - (2) The relationship of the proposed amendment or rezoning to the city's general planning program and such comprehensive plans as may from time to time be adopted by the city commission.
 - (3) Consistency with the Comprehensive Plan.
- (d) *Board report to commission.* If the board recommends approval of the amendment or rezoning, the board shall forward its recommendation and report to the city commission. The report and recommendation of the board shall be advisory only and shall not be construed to be binding upon the city commission. If the board recommends denial of the amendment or rezoning, the property owner or other person aggrieved may proceed with an appeal to the city commission pursuant to section 28-29(g) of the City Code.
- (e) *Limitations on rezoning of land:*
- No ordinance to rezone land shall contain conditions, limitations or requirements not applicable to all other land in the zoning district to which the particular land is rezoned, except as provided in article III, division 8.
 - Whenever the city commission has, by ordinance, changed the zoning classification of land, the board shall not then consider any application for rezoning of any part or all of the same land for a period of one (1) year from the effective date of such ordinance.
 - Whenever the city commission has denied an application for the rezoning of land, no further application shall be filed for the same rezoning of any part or all of the same land for a period of six (6) months from the date of such action. In the event that two (2) or more applications for the same rezoning for any part or all of the same land has been denied, no further application shall be filed for the same rezoning or any part or all of the same land for a period of one (1) year from the date of such action denying the last application filed.
 - Land use plan amendments shall be made consistent with the State of Florida's Community Planning Act F.S. ch. 163, as may be amended from time to time.

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- (f) *Waiver of time limits.* The time limits of subsection (e) may be waived by three (3) affirmative votes of the city commission when such action is deemed necessary to prevent injustice or to facilitate proper development of the city.
- (g) *City commission action.* Upon receipt of a favorable report of the board as required by subsection (d) hereof, the city manager shall set the date for a public hearing before the city commission. The date of such public hearing to be set by the city manager shall be the first regular meeting of the city commission after ten (10) days following receipt of a report. At the conclusion of the public hearing, the city commission shall either deny the proposed amendment or rezoning or by ordinance adopt such amendment or rezoning.
- (h) *Process, public hearings and notification for amendments to this chapter or rezoning of land (city commission public hearing).* The amendment process, including public hearings and notification regarding amendments to this chapter which change the actual list of permitted, conditional or prohibited uses within a zoning category or which change the actual zoning map designation of land in the city shall be as required by F.S. [chapter] 166. Public hearings for ordinances initiated by other than the city that change the actual zoning map designation of a parcel or parcels of land, required to be enacted pursuant to F.S. 166.041(3)(a) shall be noticed in accordance with section 28-59(a) of the City Code.
- (i) *Process, public hearings and notification for comprehensive plan amendments (city commission public hearing).* The amendment process, including public hearings and notification for comprehensive plan amendments, shall be consistent with the State of Florida's Community Planning Act, F.S. ch. 163, as may be amended from time to time.

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

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

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

CITY OF ST. AUGUSTINE
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(2) *Permitted accessory uses and structures.* See [section 28-348](#).

(3) *Permissible uses by exception.*

- a. See [section 28-347](#)(1) and (2), special event venue as per [section 28-347](#)(8) only allowed as an accessory use to a principal use.
- b. Light manufacturing, processing, packaging and fabricating.
- c. Housing for the cognitively impaired.
- d. Housing for the elderly.
- e. Single-family dwellings, with minimum yard requirements as defined for zoning district RS-2 and a maximum height of thirty-five (35) feet.
- f. Retirement housing, which shall be defined as any building or buildings, section or distinct part of a building, private home, boarding house, home for the aged, or other residential facility, whether operated for profit or not, which undertakes through its ownership or management to provide housing, meals, and one (1) or more personal services for a period exceeding twenty-four (24) hours to one (1) or more adults who are not relatives of the owner or administrator. Retirement housing: may provide non-invasive services such as assistance with: (i) medication management including: with medication administration (topical, oral, and by injection (although only a licensed nurse may administer any such injection)) and ordering medications from a pharmacy; (ii) arranging for the provision of independent medical services (both off the property and as "home health care" on the property); (iii) diabetes testing; (iv) diet control and administration; and (v) wellness services, which include quarterly health assessments, weight monitoring, blood pressure checks, contracting with medical professionals, and coordinating any special services required by the resident (such as acquisition of medical equipment and supplies). The term "retirement housing" does not include the provision of medical, nursing, dental, or mental health services. The term "retirement housing" also does not include nursing homes.
- g. Commercial recreational and entertainment facilities including outdoor sports or activities such as tennis, paddle tennis, handball, racquetball, shuffleboard, miniature golf, archery range and horseshoe games but not shooting gallery, skating rinks, pony rides or go-cart tracks.

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

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

(6) *Minimum yard requirements:*

- (1) Front, fifteen (15) feet.
- (2) Side, ten (10) feet.
- (3) Rear, ten (10) feet.

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

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

DIVISION 9. - PLANNED UNIT DEVELOPMENT: PUD

Sec. 28-286. - Purpose and intent.

The purpose of the planned unit development (PUD) zoning district is to provide an option, and process for the provision of unique, individually planned developments that are consistent with the Comprehensive Plan and the categories outlined in the Comprehensive Plan, but may allow for more creative, flexible, and innovative designs for projects than the regular zoning districts allow. The PUD process is a voluntary process initiated by an applicant to provide flexibility for their project, while at the same time providing an opportunity for the city planning and zoning board (PZB) and city commission to integrate potential benefits, limitations and regulations as it deems necessary to protect the public health, safety and general welfare.

The PUD process is designed to:

- (a) Promote more efficient and economic uses of land, including bypassed lands, land ripe for urban infill, and potential redevelopment projects;
- (b) Encourage a more compatible and harmonious development of contiguous lands;
- (c) Provide flexibility to meet changing needs, technologies, economics, and consumer preferences;
- (d) Provide a process to assess a development's impact on the proposed site, the surrounding neighborhoods or areas, and the city as a whole;
- (e) Demonstrate the coordinating of architectural styles, building forms, and building relationships within a planned development, as well as, the planned developments relationship with the existing and preferred architectural context surrounding the project;
- (f) Provide an environment of consistent character compatible with the surrounding areas; and,
- (g) Permit specific limitations and requirements in excess of those included in other zoning districts, based on the unique characteristics of the individual site, where necessary to the public health, safety, or welfare, or for the protection or preservation of lands, neighborhoods or areas of the city deemed unique or historic based on the proposed location of the planned development.

The intent of a planned unit development (PUD) is to permit this flexibility from the strict application of traditional zoning district regulations by identifying each waiver, variance or exception to such regulation and providing an alternative development condition for that specific PUD. A PUD is a zoning category that can be beneficially utilized in order to create site-specific regulations to address specific development or topographic conditions, historic or architectural features, existing structures, neighborhood patterns or transitioning uses of land. PUDs may be created as in-fill development or redevelopment, or may be developed as traditional residential subdivisions of vacant land. The regulations found in this section may be generally applicable to all PUDs, while others, such as [section 28-291](#), are intended for traditional residential or mixed use subdivisions of vacant land. Amendments to existing PUDs shall comply with the same requirements as found herein for PUD rezoning.

(Code 1964, § 33-70; Ord. No. 05-37, § 1, 12-12-05; Ord. No. 13-08, § 1, 5-13-13; Ord. No. 16-07, § 1, 2-8-16)

Sec. 28-287. - Defined.

A planned unit development (PUD) shall mean the zoning district for the development of a particular parcel of land under unified control which is planned and developed as a whole in a single or programmed series of operations and conditions, with uses and structures substantially related to the character of the entire development. A PUD, established pursuant to ordinance of the city commission, must also include an attached final development plan, and project narrative with specified development conditions and a program for the provision, maintenance and operation of all areas, improvements, facilities and necessary services for the common use of all occupants thereof. **As a zoning district, the terms and conditions of a PUD shall be enforceable in the same manner as enforcement of all other city code provisions. All city rules, codes and regulations shall remain in full force and effect, and shall apply to the PUD unless a specific exemption, waiver or alternative condition is included in the approved PUD text and site development plan.**

(Code 1964, § 33-71; Ord. No. 05-37, § 1, 12-12-05; Ord. No. 2013-08, § 1, 5-13-13; Ord. No. 16-07, § 1, 2-8-16)

Sec. 28-288. - Permissible uses.

Any use which is permitted by the comprehensive plan may be included and approved in a PUD. Those uses allowed may be allowed in a PUD, but must be specifically identified in the PUD development narrative text, and must be compatible with the property's identified comprehensive plan future land use designation. Such uses approved in conjunction with a PUD must provide a justification for the requested use and include defined development criteria in the PUD to mitigate any potential negative impacts of the uses. Additionally, certain desired benefits to the community must be outlined. The benefits to the community may include, but are not limited to those provided on-site, but benefits related to the proposed planned development off-site as well, such as, public parking provisions, enhanced landscaping or street tree planting, architectural or historic preservation benefits, benefits of certain uses in certain areas and/or alternative transportation benefits, and maintenance, improvement or encouragement of public access to waterways, conservation areas and/or vistas and scenic opportunities.

(Code 1964, § 33-72; Ord. No. 05-37, § 1, 12-12-05; Ord. No. 16-07, § 1, 2-8-16)

Sec. 28-289. - Procedures, application requirements and narrative PUD text.

(a) *Application for rezoning to PUD.* Each application shall identify and address applicable criteria to its specific plan of development. An application for rezoning to PUD shall proceed in general as for other applications for rezoning of land; and, in addition to the information usually required for such applications, the following shall be required:

- (1) Plats, surveys, and metes and bounds description of the area within the PUD.
- (2) The name and address of the owner and, if applicable, evidence of the assignment of an agent who represents the owner.
- (3) Evidence of unified control of the entire area within the PUD with all owners within the area of same identified.
- (4) An agreement by all owners within the PUD which includes their commitment to:

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- a. Proceed with the proposed development in accordance with the PUD ordinance and such conditions and safeguards as may be set by the city commission in such ordinance; and,
- b. Provide a written narrative PUD text that clearly identifies by corresponding numbered and lettered paragraphs responses to the following criteria:
 1. Consistency with every relevant goal, policy and objective of the Comprehensive Plan, including but not limited to density and intensity limitations of the Future Land Use Map category for the property; and,
 2. For properties currently in the HP-1, HP-2, HP-3, HP-4 and HP-5 districts requesting rezoning to PUD, identification of the specific proposed benefits or enhancements to the property that promote the goals of these historic districts; and,
 3. The need and justification for a rezoning to PUD or PUD amendment, including identification of each proposed development condition that would otherwise not be allowed under the existing zoning, including, but not limited to, maximum lot coverage, signage, setbacks, allowable zoning uses and uses by exception; and,
 4. Compliance with the purpose and intent and criteria in [section 28-286](#); and,
 5. Compliance with [section 28-288](#) and justification for any zoning uses; and,
 6. The phasing of the PUD or PUD amendment, including all sub-phases; each phase addressing the types of approval required or obtained (i.e.: entry corridor, HARB, building plan, landscaping, etc.) and the proposed commencement and completion of such development according to the plans approved by such ordinance or other related permit; and,
 7. Identification of the legally responsible entity or entities for continuing operations and maintenance to such areas, functions and facilities as are not to be provided, operated or maintained by the city pursuant to written agreement; and,
 8. A termination date after which the PZB shall be required to evaluate whether all or part of the PUD has been abandoned by failure to timely commence and complete development of all or part of the phases of the PUD as identified pursuant to subsection (6) or other circumstances have contributed to the development delay, if so, one (1) year extension(s) may be granted by the PZB at an advertised public hearing, after two (2) such extensions if no activity has been initiated the city commission shall deem the PUD abandoned which shall act as a reversion of the zoning to its pre-PUD zoning district for the areas not in compliance with the phasing schedule; and,
 9. If a reversion to pre-PUD zoning district pursuant to subsection (8) would otherwise be inconsistent with the Comprehensive Plan in effect at the time of the reversion, said reversion shall not become effective unless a Comprehensive Plan amendment is duly adopted; and,

CITY OF ST. AUGUSTINE
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10. An infrastructure impact analysis or equivalent impact analysis to clearly outline the project's potential impact on transportation networks, circulation patterns, and infrastructure of the city; and

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

(b) *Materials to accompany applications.* An application for rezoning to PUD shall be accompanied by the following, in sufficient copies as deemed necessary by the planning and zoning board for referrals and recommendations. The planning and building department will maintain a checklist of materials to accompany an application to help clarify the submittal requirements:

(1) Plans, maps, studies and reports, including an infrastructure impact analysis, as may reasonably be required by the city commission and the planning and zoning board in order to make the findings and determinations called for in the particular case. The infrastructure impact analysis shall include site specific design improvements related to traffic circulation, and the movement of pedestrians, bicycles, and vehicles on and off-site, and water, sewer, stormwater improvements, and public utility improvements and impacts.

(2) For proposed PUDs currently zoned HP-1, HP-2, HP-3, HP-4 and HP-5, a streetscape demonstrating the size and scale of the project in context with the adjacent properties and existing historic district development patterns. The streetscape shall include at a minimum the subject block and facing block to illustrate how the proposed project meets the scale of the surrounding context. This streetscape requirement is not mandatory for projects that create no visual impact to the exterior of an existing structure. Structural changes in roof lines, exterior facades and elevations and any exterior additions or reconfigurations may require a streetscape, as deemed necessary by staff or the historic architectural review board concurrent with project details.

(3) Infill and redevelopment projects shall also be required to provide a streetscape analysis similar to that required in the historic districts as per (b) (2) above, as deemed necessary by staff to allow the PZB and/or HARB, for projects in the city's entry corridors, to evaluate the projects impact on the neighborhood or area, as a defined community in [section 28-289\(b\)](#) (9) and the projects ability to contribute to and enhance the existing streetscape.

(4) A written PUD text narrative compliant with all parts of sections [28-286](#) through [28-292](#), as applicable. Such PUD text narrative shall also include as an exhibit a final site development plan at an appropriate scale and consistent with the terms of the PUD text narrative, an introductory statement explaining the intended plan of development, clearly indicating where approval of the rezoning to PUD or PUD amendment will benefit the future occupants of the proposed development, will be compatible with the adjacent neighborhood, and will forward the goals, policies and objectives of the city in general, and including any specific benefits to the community as a whole. Such justification shall be based on the intent of the PUD, consistency with the Comprehensive Plan, and compliance with all requirements of rezoning to PUD or PUD amendment as found herein.

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- (5) The final site development plan included at an appropriate scale supporting the above statement illustrating:
- a. The location, grouping and height of all uses and facilities.
 - b. In the case of residential development, the number of residential units, their location and number of stories.
 - c. A multi-modal circulation system including any vehicular, public transit, pedestrian and bicycle access points, driveways, walkways or crosswalks, parking areas, transit shelters or bus stop loading areas, bicycle racks, and rights-of-way, streets or sidewalks to be dedicated in support of the infrastructure impact analysis.
 - d. A system of open space and recreational uses, with the acreage to be dedicated and that to be retained in common ownership.
 - e. A topographic map at an appropriate scale showing contour lines, including all existing buildings and wooded areas.
 - f. An illustration, outline or discussion describing any community benefits incorporated into the planned development or provided off-site, such as, public parking, enhanced landscaping or street trees, public park facilities, architectural or historic resource benefits, the encouragement of beneficial uses or alternative forms of transportation, maintenance, improvement or encouraging public access to waterways, conservation areas and/or vistas and scenic opportunities.
 - g. Elevations, specific architectural elements, and contextual drawings, as deemed necessary by staff and the PZB and/or HARB to illustrate the details of the project, which may include a sun, shadow or shade study.
 - h. Full signage and hardscape plans, as well as, landscape and tree preservation or replacement plans in sufficient detail to allow PZB to review and make a recommendation concerning the project.
 - i. The site plan must describe and show any buffers or setbacks required from any jurisdictional areas for review to include details for conservation overlay zone development, as well as, locations of any proposed docks or water features, and/or impacts to existing tree canopy areas.
- (6) Statements indicating how the problems of maintenance and ownership of common facilities will be resolved.
- (7) A schedule of development, including the staging and phasing of:
- a. Areas to be developed, in order of priority;
 - b. The construction of streets, utilities and other improvements necessary to serve the proposed development; and
 - c. The dedication of land to public use, if any.
- (8) Each of the above elements shall be listed as to their relative order of improvement with an estimated time schedule for their accomplishment. It is, among other things, the intent of this requirement that the schedule of development be such that a staged implementation of the PUD would not result in land use conditions which would establish a precedent for the use of adjoining undeveloped property for purposes other than that shown on the approved PUD.
- (9) Developer neighborhood notice. At the time of filing a PUD or PUD amendment application, the applicant must submit to the city's planning department a copy of the

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

developer neighborhood notice mailed to the Neighborhood Council of St. Augustine, Inc., or its successor, by regular U.S. mail at the current mailing address provided to the Florida Department of State, Division of Corporations, as made available on that agency's website. If the property is not included in a defined neighborhood area the boundaries of a "community" area will be defined as those properties within a five hundred-foot radius of the project boundaries to be notified by mail postmarked no less than fifteen (15) days prior to the first scheduled PZB meeting, and shall be notified individually by the same neighborhood notice process below. The developer neighborhood notice shall include the following information:

- a. The project name, property owner(s) and applicant(s); and
- b. The existing zoning and requested rezoning, the physical address or location of the project, and a brief description of the application request; and
- c. The developer's project coordinator contact information, including name, mailing address, telephone number and email address; and
- d. The following statement in prominent font:

"Please contact the developer's project coordinator directly if a courtesy neighborhood informational meeting is requested of the developer. The courtesy neighborhood informational meeting will be presented by the developer, not by City staff. It is not an official City meeting or hearing on the project application. The developer neighborhood notice is not intended to be a legal notice, nor should it be relied upon to provide affected party status or standing. The developer neighborhood notice is an additional, courtesy informational tool provided to the public to facilitate early, voluntary and direct communication between the City's neighborhoods or defined communities and PUD development applicants. This document was prepared by the developer and the City does not warrant its accuracy. The official complete application public record will be available for review after filing at the City of St. Augustine Planning and Building Department, 75 King Street, St. Augustine, Florida, during regular office hours."

- e. In addition to the developer neighborhood notice, the city planning and building department may provide additional courtesy information regarding pending applications to individuals and organizations that request it or as part of the city's public information outreach initiative. Such additional courtesy information may be provided in person, by U.S. regular mail, electronic mail or posting on the city's website, as reasonably practicable. This additional courtesy information is not intended to be a legal notice, nor should it be relied upon to provide affected party status or standing.

(c) *Action by the planning and zoning board and the city commission.* Following the public hearing as required for all applications for rezoning, the planning and zoning board may recommend and the city commission may enact an ordinance establishing a PUD, including any special conditions related thereto, based upon findings that:

- (1) No adverse effect finding. The proposed PUD does not adversely affect the orderly development of the city, the health and safety of residents in the area, the natural environment, the use and development of adjacent properties or the general neighborhood.

(2) Consistency with the Comprehensive Plan and PUD regulations finding. The proposed PUD is consistent with the comprehensive plan and meets the intent and criteria of sections 28-286 through 28-292, as applicable.

(3) Need and justification finding. In order to permit the use of more flexible land use regulations and the most advantageous techniques of land development, the PUD must affirmatively comply with each applicable PUD regulation found in this section and clearly identify the need and justification for rezoning to PUD. The objective of a PUD is to encourage ingenuity, imagination and design efforts on the part of builders, architects, site planners and developers to produce residential, commercial, industrial or institutional developments, or combinations thereof, that effectively integrate existing historic and neighborhood patterns, or effectively transition between adjacent development uses.

(4) Site-specific conditions and mitigation finding. The site-specific development conditions for the proposed PUD:

- a. Permit a creative approach to the development of land; and
- b. Accomplish a more desirable environment than would be possible through the strict application of the existing zoning district requirements; and
- c. Provide for an efficient use of land; and
- d. Improves the appearance of the area through the preservation and enhancement of historic and natural features, recreation areas and open space, and effectively transition from existing development patterns to the PUD; and
- e. Provide an environment of consistent character compatible with surrounding areas; and
- f. Retain property values over the years.

(d) A PUD or PUD amendment shall first be reviewed by the planning and zoning board, followed by the historic and architectural review board if such review is required. The city commission may remand a PUD application for further review by its planning and zoning board or historic architectural review board, such review shall be limited to the scope of review as expressed by the city commission. The city commission may expressly limit the additional review to only one such agency, after which the PUD application shall be promptly scheduled for further action by the city commission. Nothing in these regulations is intended to remove the historic and architectural review board's reviewing authority after a property has been rezoned to PUD.

(e) *Deviations from ordinance creating PUD.* In order to facilitate minor adjustments to the plans approved as part of the ordinance creating a PUD, the city commission may approve changes in such plans, without the review and recommendation of the PZB, and without the adoption of an ordinance to modify the PUD ordinance, if as a result of such changes:

- (1) There are the same or fewer number of dwelling units and/or floor area;
- (2) The open space is in the same general location and in the same general amount, or a greater amount;
- (3) The buildings have the same or less number of stories and/or floor area; and
- (4) The roads and drives follow approximately the same course and have the same public or private rights therein.

(f) Given the scale and complicated nature of PUDs the PZB shall require review of a planned unit development final development plan, and narrative requirements with at least two (2) public hearing(s) in an effort to garner as much information and public input as possible, as

well as, to finalize any recommendations to the city commission. The PZB reserves the right to require only one (1) public hearing, if deemed appropriate by the PZB, the project may move straight to the city commission for rezoning.

(g) Because of the nature of PUD's with regard to potential size and the level of detail required of projects, and unless a longer time shall be agreed upon by the applicant and the board in the particular case, a public hearing shall be held by the board to consider any application for a PUD rezoning within not more than sixty (60) days from the date of filing of the complete application. Any revisions or amendment to the PUD rezoning application must be submitted to the planning and building department at least fifteen (15) days prior to the scheduled meeting date. Notice of public hearing shall be made as provided in [section 28-59\(a\)](#) and (b).
(h) *Expiration of time limits provided in ordinance creating a PUD.* If development actions required by the ordinance creating a PUD are not taken within the timeline established in the PUD from the date of approval by the city commission actions consistent with [section 28-289 \(a\)\(4\)b.8.](#) shall be taken.

(Code 1964, § 33-73; Ord. No. 05-37, § 1, 12-12-05; Ord. No. 2013-08, § 1, 5-13-13; Ord. No. 16-07, § 1, 2-8-16)

Sec. 28-290. - Implementation of a PUD.

(a) *Development plan.* The final development plan, and project narrative shall be attached to the PUD ordinance as an exhibit and shall be the only development plan associated with the PUD unless and until an amendment to the PUD is pursued via amendment to the PUD ordinance or via minor amendment procedures.

(b) *Record plats.* If the PUD ordinance requires the recording of record plats, such plats shall be submitted to the city commission for final approval.

(c) *Approval of development plans.* The planning and building department shall review all development plans; and, if found in compliance with this Code, and the PUD ordinance shall approve same.

(d) *Permits required.* All construction in the development of a PUD shall proceed only under applicable permits issued by the planning and building department; and no building permit, certificate or other document authorizing construction or occupancy within a PUD shall be issued, except in accordance with the approved PUD ordinance and all regulatory provisions in existence at the time of the permit except as otherwise exempted or waived in the PUD text.

(Code 1964, § 33-74; Ord. No. 05-37, § 1, 12-12-05; Ord. No. 2013-08, § 1, 5-13-13; Ord. No. 16-07, § 1, 2-8-16)

Sec. 28-291. - Standards and criteria for stand-alone residential and mixed use PUD subdivisions.

The following performance standards are intended for standalone residential and mixed use PUD subdivisions. These projects typically include exclusively residential uses or mixed use projects developed on vacant parcels with defined boundaries and a self-contained subdivision identity separated from adjacent properties through a visible perimeter break.

(1) *Density of developments.* The total ground occupied by buildings and structures for area devoted to residential use in mixed use PUD subdivisions shall not exceed thirty-five (35) percent of the total ground area of that portion of the PUD devoted to

residential use. The density and intensity of development within a PUD shall be consistent with the density and intensity allowed within the City of St. Augustine Comprehensive Plan.

(2) *Open space.* The PUD may include residential lots of smaller size than would be permitted by the zoning regulations otherwise applicable to the site, provided the overall density is not increased. The excess land shall be utilized as open space. The open space shall be utilized as a park, for either passive or active recreation or as a conservation area. The open space shall either be dedicated to the City of St. Augustine or be maintained by a community association composed of residents of the PUD. Land recorded as open shall not be encroached upon by any residential, commercial or industrial, primary or accessory use.

(3) *Waiver of yard, dwelling unit, frontage criteria and use restriction.* Minimum yard, lot size, type of dwelling unit, height and frontage requirements and use restrictions are waived for the PUD, provided the spirit and intent of this chapter is complied with in the total development of the PUD. However, the City Commission of St. Augustine may, at its discretion, require adherence to minimum zone requirements within certain portions of the site if deemed necessary in order to maintain the spirit and intent of this chapter.

(4) *Support legal documents for open space.* Legal documents which assure adequate management and maintenance of the open space area must be provided by the developer for all areas proposed for common ownership by the residents of the PUD. Legal instruments provided for dedications, covenants, community associations and subdivision controls shall:

- a. Place title of common property in a form of common ownership by the residents of the PUD; e.g., a duly constituted and legally responsible community association, cooperative, etc.
- b. Appropriately limit the use of common property.
- c. Place responsibility for management and maintenance of common property. The St. Augustine City Commission, at its discretion, may require the applicant to enter into a contract with St. Augustine for maintenance of commonly held properties.
- d. Place responsibility for enforcement of covenants.
- e. Permit the subjection of each lot to assessment for its proportionate share of maintenance costs.

(5) *Access.* Access to each single family dwelling unit shall be provided via either a public right-of-way or a private vehicular or pedestrian way owned by the individual lot owner in fee or in common ownership with the residents of the PUD.

(6) *Privacy.* Each dwelling unit within the PUD shall be provided visual and acoustical privacy. Fences, walks and landscaping shall be provided for the protection and aesthetic enhancement of property and the privacy of its occupants, screening of objectionable views or uses and reduction of noise.

(7) *Community facilities:*

- a. All utility facilities proposed for dedication to St. Augustine must be acceptable by the city as to the size, shape and location, and shown by the applicant to be of benefit to the general public.

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b. All requirements for off-street parking and loading (article IV, division 2) shall apply to the PUD unless otherwise waived or modified.

c. Access and circulation shall adequately provide for firefighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal.

d. These PUD's shall provide for underground installation of utilities, including telephone, power and cable television in both public and private rights-of-way. Provisions shall be made for acceptable design and construction of storm sewer facilities, including grading, gutters, piping and treatment of turf to handle stormwaters and prevent erosion and formation of dust.

e. Specifications for street design, publicly used driving and access aisles, sidewalks and pedestrian walkways, including those providing interconnectivity between phases of the PUD or between the PUD and adjacent properties, shall conform to the rules and regulations adopted by the City of St. Augustine.

(8) *General development patterns.* Residential subdivisions and mixed use subdivisions shall provide a master tree plan, a master stormwater plan, an overall signage plan, any applicable overall design standards, descriptions of interconnectivity between areas within the PUD and connections to areas outside of the PUD proper, and general descriptions of how the PUD will create a sense of place.

(9) *Mixed Use PUD subdivisions.* A subdivision PUD that also includes a mixed use component shall also provide a description of the potential other uses allowed besides residential single family uses. This description shall provide enough information to evaluate its proposed consistency with the Comprehensive Plan, potential benefits to the overall PUD community, and the neighborhoods outside of the PUD community, the types of uses proposed, such as, multifamily units, commercial, civic or other uses, and establish the parameters of how these uses are integrated into the development plan.

(Code 1964, § 33-75; Ord. No. 05-37, § 1, 12-12-05; Ord. No. 2013-08, § 1, 5-13-13; Ord. No. 16-07, § 1, 2-8-16)

Sec. 28-292. - Standards and criteria for redevelopment and infill PUD developments.

The following performance standards are intended for redevelopment and infill PUD developments. These projects typically involve property currently developed where the proposed PUD includes razing the existing development and building new or renovating the existing development to the extent that it is a redevelopment project which introduces new uses or combination of uses and a new design changing the character of the existing. Infill projects typically involve vacant property within an existing developed area where it is important for the proposed PUD to be compatible with the existing surrounding development. These standards and criteria are in addition to other PUD requirements outlined above.

(1) *General development patterns.* Redevelopment and infill projects within the city shall take into consideration pedestrian oriented design, the human scale and sense of place of the surrounding area, and shall respect existing development patterns and provide for compatibility, quality and integrity of the existing area and neighborhoods. They should provide a unique sense of place through architectural design and a mixture

of compatible uses in a compact setting with sensitivity to the context of the surrounding neighborhood. The PUD should be an addition to the area and neighborhood which contributes to the area and increases the value of the surrounding area.

(2) *Contributions to the existing community.* Redevelopment and infill projects shall also demonstrate consideration for the existing neighborhoods and street patterns within the city by describing the project's impact on existing community patterns, the environment, the economy, the transportation networks or circulation patterns as described in an infrastructure impact analysis, as well as, natural features, and vistas and scenic opportunities. The project narrative shall include a statement of how the PUD is consistent with the character, history, and cultural and natural features that help create a sense of place. The project shall be compatible by demonstrating appropriate design, massing, screening, and architectural techniques.

(3) *Redevelopment and infill PUD projects.* Additionally, redevelopment and infill projects shall include a description evaluating the existing building(s) condition, potential demolition issues, and the extent of renovation of the existing building(s), if applicable. A clear description of the site design evaluating existing issues, such as, access, driveways, parking, maneuverability, landscaping, including tree removal is also required if necessary. A description with detailed drawings that show the existing streetscape, and the new streetscape to demonstrate compatibility, proportion, form, and rhythm with the surrounding area is required. Details of colors, materials, and design themes may also be required, and compatibility with applicable Design Standards for Entry Corridors must be demonstrated.

(Ord. No. 16-07, § 1, 2-8-16)

Secs. 28-293—28-310. - Reserved.

Sec. 28-162. - Residential, single-family-two: RS-2.

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

(1) *Permitted uses and structures.* Single-family dwellings; home office, private.

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

(3) *Permissible uses by exception.* See [section 28-347](#); housing for the elderly; neighborhood recreation facility.

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

a. Minimum lot width, fifty (50) feet.

b. Minimum lot area, one-eighth acre (5,450 square feet).

(5) *Maximum lot coverage by all buildings:*

a. Thirty (30) percent.

(6) *Minimum yard requirements.* All permitted or permissible uses and structures:

a. Front, fifteen (15) feet.

b. Side, ten (10) feet.

c. Rear, ten (10) feet.

(7) *Maximum height of structures:*

a. Thirty-five (35) feet.

(Code 1964, § 33-22; Ord. No. 99-05, § 3, 2-8-99)

Sec. 28-332. - Modification and height regulations.

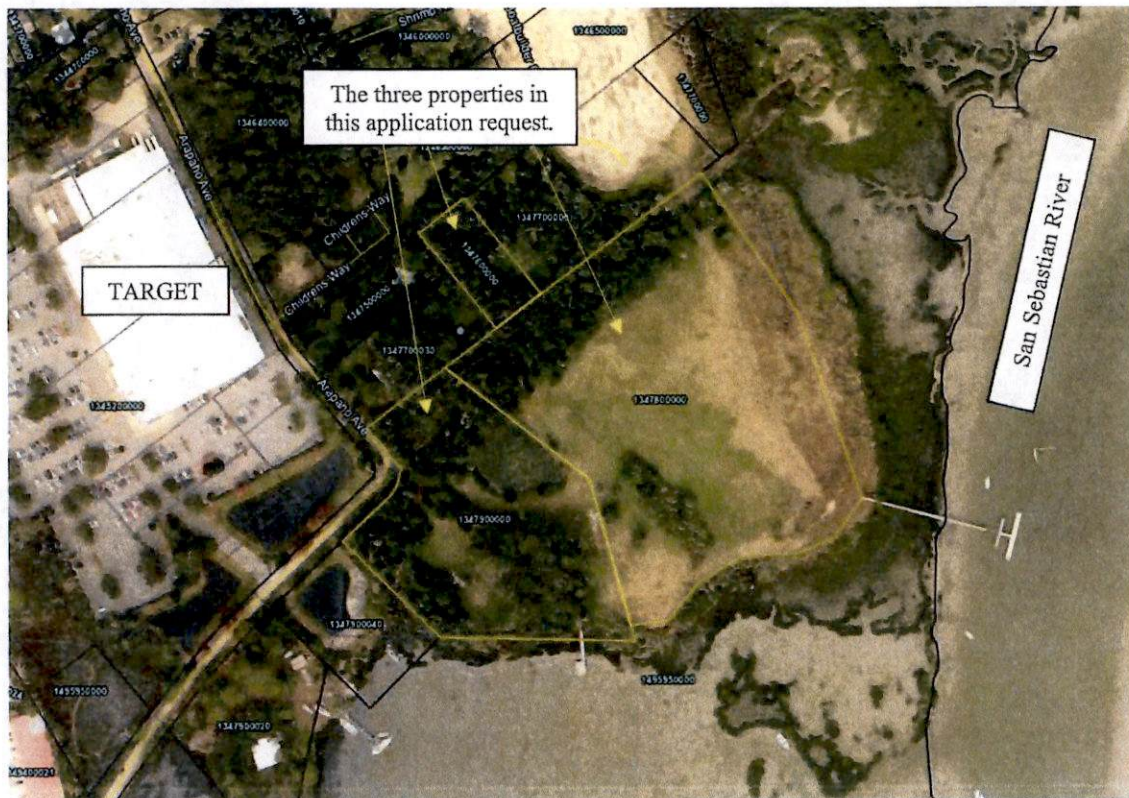
The height limitations contained in article III, district regulations, do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys, elevator shafts or other appurtenances usually required to be placed above the roof level and not intended for human occupancy; provided, however, that notwithstanding the permitted maximum height limitations allowed in the various zoning districts, no structure (including appurtenances and structures normally erected above roof level) shall be erected to a height above adjacent ground level exceeding the most restrictive of the following:

- (1) Fifty-five (55) feet; or
- (2) Elevations as may be prescribed by the Federal Aviation Administration; or
- (3) Elevations as may be prescribed by the State of Florida unless the applicable permit has been issued.

(Code 1964, § 33-88)

STAFF SUMMARY AND ANALYSIS

This request is to amend the Future Land Use designations and rezone the properties along Arapaho Avenue, PID 134760-0000, 134780-0000, & 134790-0000, so that they may be annexed into the City of St. Augustine.



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Parcel ID Number	Proposed Land Use	Proposed Zoning
134760-0000 (Northern 5,076 square feet)	Residential Medium Density Mixed Use	Residential General Office (RGO)
134760-0000 (Remainder Southern portion)	Residential Low Density	Planned Unit Development (PUD)
134780-0000	Residential Low Density	Planned Unit Development (PUD)
134790-0000	Residential Low Density	Planned Unit Development (PUD)

The proposed PUD, which will overlap the proposed Residential Low Density Future Land Use amendment, is written in a way to resemble the City of St. Augustine's Residential Single-Family-Two (RS-2) zoning district. The table below illustrates the differences between the two.

	Residential Single-Family-Two (RS-2)	Proposed Planned Unit Development (PUD)
Setbacks	Front: Fifteen (15) feet Side: Ten (10) feet Rear: Ten (10) feet	Front: Twenty (20) feet - Corner yard may be ten (10) feet Side: Five (5) feet Rear: Ten (10) feet
Maximum Building Height	Thirty-five (35) feet, Code Section 28-332 as applicable	Thirty-five (35) feet, in addition to this building height, an additional five (5) feet shall be permitted for architectural features and mechanical equipment, pursuant to Code Section 28-332.
Minimum Lot Size	5,450 square feet	4,800 square feet
Minimum Lot Width	Fifty (50) feet	Forty (40) feet
Maximum Lot Coverage	Thirty (30) percent	Fifty (50) percent
Parking	A minimum of two (2) spaces per unit	A maximum of two (2) spaces per unit

In addition to the residential portion of the proposed PUD, the PUD includes a dock with 50 slips as represented on the Master Development Plan. The PUD documents include an outline for Conservation Overlay Zone development on pages 9 through 13 in the proposed PUD. The PUD text/narrative does include an analysis of Sec. 11-29(c) of the City's code, therefore the Planning and Zoning Board (PZB) can review the analysis provided and approve the conservation zone development as part of the PUD rezoning recommendation.

CITY OF ST. AUGUSTINE
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STAFF RECOMMENDATION

Staff does not make recommendations concerning comprehensive plan amendments or the rezoning of land. The Board is responsible for making a recommendation based on the following;

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

The PUD section of the Zoning Code requires two (2) public hearings for PUD rezoning applications before the PZB unless the PZB waives this requirement. Staff recommends that a second public hearing is held at the April 4, 2023, PZB meeting to ensure that adjacent property owners have an opportunity to request additional information or a meeting with the developer or representative as per the "community" notification process in the code.



Jacob Fredriksson
Senior Planner
Planning and Building Department

Ellen Avery-Smith

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

904 . 825 . 1615
EAverySmith@rtlaw.com

904 . 396. 0663 Fax
www.rtlaw.com

March 1, 2023

VIA U.S. MAIL

Neighborhood Council of St. Augustine, Inc.
P.O. Box 658
St. Augustine, Florida 32085-0658

**Re: Developer Neighborhood Notice – Windward Shipyard Comprehensive Plan
Amendment and Planned Unit Development Rezoning Application**

To Whom It May Concern:

This Developer Neighborhood Notice is submitted on behalf of Windward Shipyard Land Holdings, LLC (“Owner”), the owner of property located west of the San Sebastian River and east of Arapaho Avenue (the “Property”). The Property includes St. Johns County Parcel Identification Nos. **134760-0000**, 134770-0000, **134780-0000**, **134790-0000** and 134650-0000.

The Property is located in unincorporated St. Johns County and has a Future Land Use Map (“FLUM”) designation of Mixed-Use District (County) and a zoning of Open Rural (County). The Owner is proposing to annex the Property into the City of St. Augustine’s boundaries and give the site (approximately 13.70 acres) a FLUM designation of Residential Low Density and a zoning district of Planned Unit Development (“PUD”) in the City. The Owner is proposing to construct a maximum of 55 single-family units, a community dock with 50 boat slips and recreational amenities related to the single-family homes within the Property (the “Project”).

Please contact me, the Applicant, directly on behalf of the Owner at the address and telephone number listed above, if you have any questions about the proposed Comprehensive Plan Amendment and PUD rezoning application for the Project summarized in the paragraph above. This developer neighborhood notice is not intended to be a legal notice, nor should it be relied upon to provide affected party status or standing. The developer neighborhood notice is an additional, courtesy informational tool provided to the public to facilitate early, voluntary and direct communication between the City's residents and PUD development applicants. This document was prepared by the Applicant, and the City does not warrant its accuracy. The official complete application public record will be available for review after filing at the City of St. Augustine Planning and Building Department, 75 King Street, St. Augustine, Florida, during regular office hours.

March 1, 2023
Developer Neighborhood Notice
Page 2

Please contact me with any questions regarding the Comprehensive Plan Amendment and PUD rezoning application and any comments or questions you may have about such application.

Sincerely yours,

Ellen Avery-Smith

cc: Amy Skinner (via e-mail)



**CITY OF ST AUGUSTINE
APPLICATION TO PLANNING AND ZONING BOARD**

Application Fee: \$1400 (plus advertising costs) Project Number: 2023-0006
 Receipt Number: 2561968 Meeting Date: 03/07/23
 Advertising Costs: \$ _____ Paid On: _____ Receipt Number: _____

1. NAME OF APPLICANT: Ellen Avery-Smith, Esq. Contact Number: 904-825-1615
 Business (if applicable): Rogers Towers, P.A.
 Address: 100 Whetstone Place, Suite 200 City: St. Augustine State: FL Zip: 32086
 E-Mail Address: eaverysmith@rtlaw.com

2. NAME OF PROPERTY OWNER: Windward Shipyard Land Holdings, LLC Contact Number: 305-298-2967
 Business (if applicable): _____
 Address: 2999 NE 191 st St. Suite 800 City: Aventura State: FL Zip: 33180
 E-Mail Address: stefan@staugustinemarine.com

3. LEGAL DESCRIPTION OF PROJECT PROPERTY:
 Lot: _____ Block: _____
 Subdivision: _____ Parcel Number: See attached list

4. PROJECT STREET ADDRESS: 0 Arapaho Avenue

5. SPECIFIC PROPOSED USE: Mixed-use development extending the existing Shipyard project.

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

7. DESCRIPTION OF ACTION REQUESTED: Comprehensive Plan Amendments to Residential Medium Density Mixed Use and Residential Low Density future land use designations & Rezoning to Residential and General Office (RGO) and Planned Unit Development (PUD).

8. JUSTIFICATION FOR ACTION REQUESTED: Please see attached.

04/18/2019

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

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

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

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

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

10. PREVIOUS APPLICATIONS:

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

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

11. AGREEMENT:

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

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

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

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

Signature of Applicant

Date

Signature of Property Owner

Date

04/18/2019



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

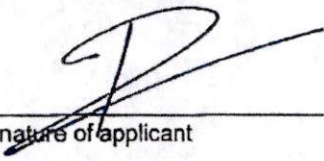
The applicant acknowledges and agrees to waive the limitation of three requests for additional information by the City of St. Augustine, pursuant to Chapter 166.033, Florida Statutes.

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

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

Robert Finvarb

Print name of applicant



Signature of applicant

1-31-23
Date

10/31/17



Owner's Authorization For Agent

Ellen Avery-Smith Esq. of Rogers Towers, P.A. is/are hereby authorized TO ACT ON BEHALF
OF Windward Shipyard Land Holdings, LLC, the owner(s) of those lands described within
☐ the attached application, or ☐ described within the previously filed
Application number: _____, and as described in the attached deed or
other such proof of ownership as may be required, in applying to the City
of St. Augustine's Planning & Zoning Board, located at:
PIN Nos.: 134760-0000;134770-0000;134780-0000;134790-0000 & 134650-0000

BY: _____

Signature of Owner

Robert Finvarb

Print Name of Owner

Telephone Number

State of Florida

County of Miami - Dade

Signed and sworn before me on this 31st day of January, 2023.

By Robert Finvarb

Identification verified:

Oath sworn: _____ Yes _____ No

Notary Signature: _____

Nindiri Rivas

My Commission expires: _____

1/13/2024



Nindiri Rivas
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG946759
Expires 1/13/2024

PZB APPLICATION FEE SCHEDULE

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

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

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

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

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

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

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

Project Address: 0 Arapaho Avenue

Applicant's Name: Eileen Avery-Smith Applicant's Signature: Eileen Avery-Smith

Owner's Name: [Signature] Owner's Signature: _____

**Supplement to Shipyard Comprehensive Plan Amendment, Rezoning and Conservation
Overlay Zone Application**

Windward Shipyard Land Holdings, LLC (the "Owner") has applied to annex approximately 14.5 acres (the "Overall Site") located adjacent to its existing St. Augustine Shipyard site into the City of St. Augustine. The St. Augustine City Commission approved a Pre-Annexation Agreement for this purpose on January 23, 2023.

As stated in the Pre-Annexation Agreement, the Owner would like to:

1. Amend the future land use designation of approximately 0.5 acres of the Overall Site (the "Shipyard Mixed Use Parcel") from Mixed Use District in St. Johns County to Residential Medium Density Mixed Use in the City and the zoning of the Shipyard Mixed Use Parcel from Open Rural in the County to Residential and General Office ("RGO") in the City;
2. Change the future land use designation of approximately 13.7 acres of the Overall Site (the "Shipyard Single-Family Parcel") from Mixed Use District in the County to Residential Low Density in the City and the zoning of the Shipyard Single-Family Parcel from Open Rural in the County to Planned Unit Development ("PUD") in the City; and
3. As part of the PUD for the Shipyard Single-Family Parcel, obtain Conservation Overlay Zone development approval for a 50-slip community dock, minor wetland impacts and tree removal related to the residential units in the PUD.

The proposed Comprehensive Plan Amendment and rezoning application will not become effective until the Overall Site is annexed into the City.

Parcels subject to this application are: 134760-0000, 134770-0000, 134780-0000, 134790-0000 and 134650-0000.

Windward Shipyard Planned Unit Development

City of St. Augustine, Florida



February 2, 2023

Team Roster

Owner/Applicant: **Windward Shipyard Land Holdings, LLC**
Stefan Johansson, Chris Simon, Karl Masters
404 Riberia Street
St. Augustine, Florida 32084
(904) 824-4394

Civil Engineering: **Maverick Engineering**
Jeremy Calloway
10 Willow Winds Parkway
St. Johns, Florida 32259
(904) 655-6687

Landscape Architect: **Marquis Latimer +Halback, Inc.**
Jeremy Marquis, Fremont Latimer, Elijah George
34 Cordova Street, Suite A
St. Augustine, Florida 32084
(904) 540-6940

Environmental: **Carter Environmental Services, Inc.**
Ryan Carter
42 Masters Drive
St. Augustine, Florida 32084
(904) 540-1786

Legal: **Rogers Towers, P.A.**
Ellen Avery-Smith, Esq.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
(904) 825-1615

Exhibit List:

Exhibit "A" – Legal Description of the Property
Exhibit "B" – Master Development Plan
Exhibit "C" – Tree Relocation Plan
Exhibit "D" – Conservation Overlay Zone Plan

WINDWARD SHIPYARD PLANNED UNIT DEVELOPMENT TEXT

A. Purpose and Intent.

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

This Windward Shipyard PUD text creates site-specific regulations to address development and topographic conditions, historic or architectural features, and transitioning land uses. The PUD, including all exhibits hereto, complies with all applicable provisions of City Code Chapter 28.

B. Site Information.

1. Location

The property subject to this PUD ordinance is located west of the San Sebastian River, north of State Road 312 and east of U.S. Highway 1 in the City of St. Augustine. The property has St. Johns County Parcel Identification Nos. 134760-0000, 134770-0000, 134780-0000, 134790-0000 and 134650-0000 (collectively, the “**Property**”). A legal description of the Property is attached as Exhibit “A”.

2. Owner, Developer and Agent

The owner of the Property is Windward Shipyard Land Holdings, LLC (the “**Owner**”). The agent for the Owner and Developer is Ellen Avery-Smith, Esq., Rogers Towers, P.A. (the “**Agent**”). Addresses for the Owner and Agent are in the Team Roster on page 2.

3. Existing approvals A majority of the Property is located in unincorporated St. Johns County. The Property has a Future Land Use Map designation of Mixed Use District (County) and a zoning of Open Rural (County). The Owner has filed applications to annex the Property into the City of St. Augustine and to change the Future Land Use Map (“**FLUM**”) designation to Residential Low Density (“**RLD**”) in the City. The legal description of the Property is attached as Exhibit “A” (the “**Property**”). The Owner owns other parcels immediately north of the Property that are located in the City limits and commonly known as the St. Augustine Shipyard.

4. Summary of Proposed Development

The Owner is proposing to construct a maximum of 55 single-family units, a community dock with 50 boat slips and recreational amenities related to the single-family homes within the Property (the "Project"). A master development plan depicting the locations of the proposed uses within the Property is attached as Exhibit "B" (the "Master Development Plan").

The Property includes approximately 13.5 acres of uplands and 0.19 acres of wetland. The Owner is proposing to impact approximately 0.15 acres of on-site wetlands in order to construct roadway crossings, ponds and homes. All other on-site wetlands will be preserved.

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

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

The Property is located in unincorporated St. Johns County and has a FLUM designation of Mixed Use District (County) and a zoning of Open Rural (County). The Owner is proposing to annex the Property into the City's boundaries and give the site a FLUM designation of Residential Low Density in the City.

City Comprehensive Plan Future Land Use Element ("FLUE") Policy 6.4.3 states that the Residential Low Density FLUM category is intended to apply to those neighborhoods designated for single-family dwellings and single-family type uses, as well as those uses compatible with low-density single-family uses such as churches, child care centers, public and institutional uses, including school consistent with the Public Schools Facilities Element, recreation and Open Land (Conservation) as appropriate to create and maintain a stable, low-intensity residential character. Single-family density is a maximum of eight (8) units per acre.

Future Land Use Element Goal 1 encourages the preservation and protection of the City's natural resources by establishing a pattern of development that is harmonious with the City's natural environment. The proposed PUD meets these requirements by preserving all marshland within the Property, retaining natural hydrologic connections managing all stormwater on-site. The Project will meet the requirements of FLUE Policies 1.1.8 and 1.1.9 by encouraging street, pedestrian and open space designs the discourage cut-through traffic and provide for safe, convenient and well-designed traffic circulation on the Property and through the adjacent Shipyards site.

FLUE Policies 2.1.2, 2.1.3, 2.1.4 and 2.3.4 require new development to provide necessary services and facilities or to pay a fair share of costs of providing such facilities, including extension of water, sanitary sewer and drainage systems to serve projects. The PUD will comply with those requirements by paying for connection to the City's existing water and sewer systems and dedicating such water and sewer improvements to the City, as well as providing drainage on-site. Internal streets constructed by the Owner will be connected to public streets owned by the City, St. Johns County and the Florida Department of Transportation ("FDOT").

FLUE Objectives 5.1 and 5.2 and their applicable policies encourage infill, mixed-use development of the type being proposed for the Property and adjacent land owned by the Owner in the Shipyards project. The combined projects provide orderly, compact development and the provision of public facilities and services that minimize costs and environmental impact and maximize efficiency. The Project and Shipyards will provide a pedestrian friendly street design and an interconnected street network, which will reduce greenhouse gas emissions.

FLUE Goal 8 and its policies focus on preserving the City's sense of place by balancing small-town urban character with economic activity and encouraging compatible infill development. The PUD provides these by providing residences adjacent to the mixed-use Shipyards project and other businesses in the surrounding area. The Project's proximity to places of employment, restaurants, shops and other commercial and office centers makes it a true walkable and bicycle-friendly community. The PUD has been designed to preserve the City's historic skyline and recognize eventual sea level rise.

Recreation and Open Space Element Overall Goal and applicable policies require certain residential developments to provide parks and recreational facilities, based on the number of proposed units. The Project will provide neighborhood parks for its residents and will be interconnected with the Shipyards via sidewalks and paths.

The Conservation and Coastal Management Element Overall Goal is to protect and conserve natural areas, environmentally sensitive areas, natural vegetative communities, wildlife habitats, marine resources, federal and state listed species, and other renewable and non-renewable natural resources. Approximately 3.24 acres of wetlands will remain in the Project. The Owner will impact approximately 0.15 acres of low-quality wetlands within the Property area in order to construct.

The Coastal Management Goal requires the City to maintain three (3) Conservation Overlay Zones ("COZs"). Conservation Overlay Zone 1 allows passive recreation, wildlife preservation and conservation areas, green space, and fishing piers and other water dependent uses, including boat ramps and marinas. Conservation Overlay Zone 2 allows for all of the uses within Zone 1, as well as specialized, scenic or linear parks and boardwalks, off-street parking areas; and residential development, provided that they are (1) located so as to minimize impacts to Conservation Overlay Zone 1 vistas and scenic areas, and (2) densities are limited to those defined by the underlying Future Land Use Category. Conservation Overlay Zone 3 allows a variety of land uses and development subject to performance standard requirements governed by the City's Comprehensive Plan, including the underlying FLUM category, and the City's land development regulations. The PUD will comply with all applicable COZ requirements enumerated in the Coastal Management Goal, as set forth more fully in Subsection C.3.p hereof.

The Infrastructure Element requires the provision of sanitary sewer, potable water and solid waste services to support intended development. The Project will connect to the City's existing sanitary sewer and potable water systems, including potable water system interconnection with adjacent parcels, at the expense of the Owner (in compliance with applicable requirements of the Capital Improvement Element). The Project will use water-wise landscaping where practicable. The project will also utilize City solid waste services. The

Stormwater Management Sub-Element requires developments to provide their own stormwater management systems. The PUD will comply with this requirement.

The Overall Goal of the Transportation and Mobility Element encourages accessible, energy efficient, sustainable and economically viable transportation options that meet the needs of residents, employees, employees and visitors. The Project meets applicable objectives and policies by providing interconnected streets and sidewalks so that residents and other City residents can drive, walk or bicycle to nearby places of employment, restaurants, shopping destinations and other places.

The Overall Goal of the Housing Element is to provide an adequate inventory of housing in stable neighborhoods. Goal 1 encourages quality housing through new construction, and requires the City to assist the private sector in providing adequate housing to meet current and future needs.

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

Not applicable.

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

The Owner desires to rezone the Property to PUD in order to provide more flexible site development standards, which will allow them to preserve on-site marshlands and wetlands associated with the San Sebastian River. The following development standards shall apply to the Property:

- a. Allowable uses: Allowable uses within the Property shall be:
 - (i) A maximum of 55 single-family residential units.
 - (ii) A 50-slip community dock related to the residential units.
 - (iii) Recreational and other amenities to serve the residential development.

The locations of the proposed homes, community dock and amenities are depicted on the Master Development Plan, Exhibit "B". The Owner, its successors and assigns, shall be permitted to make minor adjustments to the Master Development Plan based on applicable local, state and federal governmental agency review related to site permitting, engineering and construction plans. Staff shall review and approve any such revisions to the Master Development Plan, without the need for additional public hearings.

- b. Setbacks: The minimum building setbacks are as follows:

1. Front Yard: 20 feet; Corner Yard: 10 feet; Rear Yard: 10 feet; Side Yard: Five (5) feet
 2. The front yard setback shall be measured from the front lot line of each lot (not including portions of any lot that may be located within a road or common area tract). Setbacks shall be measured from the outer foundation wall of each structure 30 inches above grade. Eaves shall be permitted to project into yard setbacks, not more than 24 inches. Patios shall be permitted to extend into rear yard setbacks if not covered or screened. This method of measuring side setbacks is a waiver from the Code.
 3. Front of primary structure (home) in each lot shall be offset from the front of adjacent lot's primary structure a minimum of five (5) feet to allow for variation in the streetscape.
 4. The project amenity center and its associated parking lot will be located a minimum of 10 feet from all parcel boundaries.
- b. Maximum building height: Single-family residences shall not exceed 35 feet in height. In addition to this building height, an additional five (5) feet shall be permitted for architectural features and mechanical equipment, pursuant to Code Section 28-332.
 - d. Minimum lot size: 4,800 square feet.
 - e. Minimum lot width: 40 feet.
 - f. Maximum lot coverage by all buildings and structures: 50 percent.
 - g. Parking: Each single-family residence will have a driveway that can accommodate a maximum of two (2) cars, as well as a two (2)-car garage. A minimum of four (4) parking spaces will be provided at the project amenity center.
 - h. Signage: Project residential signage will comply with applicable provisions of the Code.
 - i. Roads: Project roadways will be private. Such roads will be owned and maintained by a homeowners' association ("HOA") and may be gated, provided that sidewalks shall not be gated. Project roads will be a minimum of 20 feet in width, with minimum 10-foot-wide lanes.
 - j. Sidewalks: A five (5)-foot-wide sidewalk will be constructed on at least one (1) side of all streets, in the locations depicted on the Master Development Plan. Sidewalks within the Property will be owned and maintained by the HOA.

- k. Fencing/Screening. The Owner shall be permitted to erect fences within side and rear yards of lots within the Property and within community recreation facilities, provided such fences are not taller than six (6) feet.
- l. Upland buffers: An average 25-foot undisturbed upland buffer will be provided adjacent to contiguous wetlands if no bulkhead is provided. If lots are bulk-headed, reduced upland buffers will be provided, but such lots will be required to have 10-foot rear yard setbacks, pursuant to Subsection C.3.b hereof. Locations of bulkheads are depicted on the Master Development Plan, Exhibit "B".
- m. Stormwater: The Owner will provide a stormwater management system for the proposed development, in compliance with applicable City and St. Johns River Water Management District ("**District**") requirements.
- n. Lighting. Project lighting shall comply with applicable Code provisions. Full cutoff fixtures shall be used to meet "Dark Sky" objectives for all roadway, pedestrian, pathway and building lighting.
- o. Accessory Uses. Project accessory uses shall comply with applicable Code provisions.
- P. Temporary Uses. Project temporary uses shall comply with applicable Code provisions.
- q. Utilities: Project shall comply with applicable Code requirements. Project potable water lines will be interconnected with potable water lines that serve adjacent parcels.
- r. Landscaping: Project landscaping will comply with applicable provisions of Code Chapter 25, Article III, except that all planted trees will count toward satisfaction of any required mitigation, regardless of location on the project site, including required buffer yards.
- s. Tree Mitigation: Any project tree removal and replacement will comply with applicable provisions of Code Chapter 25, Article III, except that all planted trees will count toward satisfaction of any required mitigation, regardless of location on the project site, including required buffer yards. At present, the Owner does not intend to remove any significant trees but will relocate a number of such trees within the Property to retain them on-site. A tree significant relocation plan for the Property is attached as Exhibit "C" (the "**Tree Relocation Plan**"). Plant notes are contained on the Tree Relocation Plan. Prior to commencing development of lots within the Property, the Owner shall record restrictions against title to each lot prohibiting the removal of any trees within a lot without the prior written approval of the HOA and without replacement of any tree sought to be removed with a tree of equal credits per the Code.

- t. Conservation Overlay Zone Development: Chapter 11, Article II, Sections 11-26 through 11-30 of the Code set forth criteria for development within conservation overlay zones ("COZs"). Portions of the Property lie within COZs 1, 2 and 3, and development of the Property will comply with applicable provisions of Sections 11-26 through 11-30.

Code Section 11-29(a) allows permits for structures and uses located within COZ 1 to be issued only for such structures and uses which have received permits under provisions of applicable federal and state regulations and will be issued only for those structures and related uses such as fishing piers and catwalks, boardwalks, boat docks, boathouses, boat ramps, marinas and marine railways, as well as dredging and filling, which are determined to be to the benefit of the public as a whole and which are determined as having no significant negative impact on natural systems, by either individual or cumulative effect. Code Section 11-29(b) allows permits for structures and uses located within COZ 2 to be issued only for those structures and related uses which are determined as having no significant negative impact on adjacent natural systems by either individual or cumulative effect.

The Owner is proposing to construct a 50-slip community dock within the Property, in location are depicted on the Master Development Plan and on the Conservation Overlay Zone Plan attached as **Exhibit "D"**. The proposed facilities will be designed avoid damage to adjacent salt marshes and the vegetative communities contained therein, to eliminate any harm to the animal, fish or shellfish contained therein, to avoid blocking or disrupting vistas and scenic opportunities, and to enhance those vistas and scenic opportunities which are determined to benefit the public as a whole. The impervious area within COZ 2 will not exceed 25 percent without the area receiving treatment equivalent to the District water quality treatment provisions required when new development is proposed along an unaltered shoreline.

Rear or side lot drainage from grassed or altered areas of The Windward Shipyard PUD along an altered shoreline not directed to a water management system may be discharged to an adjacent water body/wetland; however, the area not treated must be compensated elsewhere in the system. This may be accomplished by providing additional water quality treatment in the system equivalent to that which will be discharged untreated. Water discharged shall be at non-erosive velocities. Rear or side lot drainage from grassed or altered areas of new development along an unaltered shoreline not directed to a water management system may be discharged to an adjacent water body/wetland through the 25-foot buffer (water discharged shall be at non-erosive velocities), with the following permitted activities: (1) pruning vegetation to retain or create a reasonable view. Ground cover and shrub vegetation to a height of 36 inches should be retained; (2) a maximum of 50 percent of the basal area of trees, and a maximum of 50 percent of the total number of saplings, may be removed for any purpose in a twenty-year period. A healthy, well-distributed stand of trees, saplings, shrubs and ground covers and their living, undamaged root systems

shall be left in place. Replacement planting with native, low maintenance vegetation is permitted to maintain the 50 percent level; (3) dead, diseased, unsafe or fallen trees may be removed; and (4) reasonably sized bridges, paths, walkways, gazebos, docks and decks, and accessways to such amenities are permitted across the buffer provided such activities have minimal impact to the wetlands and are scaled to preserve the integrity of the buffer (less than ten (10) percent of the buffer). Restoration plan(s) shall be developed to achieve the 50 percent criteria above for those sites already disturbed. If the altered shoreline is bulk-headed, softening of this hardened shoreline with riprap, environmentally engineered materials or other techniques to soften wave energies and promote vegetation is encouraged. Should a softening effort be employed, a reduction in the (25) – foot buffer may be permitted.

For the community dock and minimal lot bulkheading on the Master Development Plan and Conservation Overlay Zone Plan, the Owner provides the following information in response to Code Section 11-29(c) criteria (with Code criteria in BOLD below):

1. **Site specific conditions.**

See the Master Development Plan and Conservation Overlay Zone Plan for site development details.

2. **The site's relationship to adjacent properties, bodies of water and surrounding conservation zones.**

See the Master Development Plan and Conservation Overlay Zone Plan for site development details.

3. **Natural and proposed drainage patterns.**

The Property is bounded on the east and south by the San Sebastian River and connected marshlands. The Property's existing drainage patterns can be described as the perimeter coast line drains directly to the river and connecting marsh while the internal portions of the site drain to onsite wetlands and a manmade drainage ditch, which eventually drain to the San Sebastian River on the east and south sides of the Property.

The proposed drainage pattern for the site will have stormwater collected and conveyed from roadways and lots within an inlet and pipe network, toward one on-site wet detention ponds.

4. **Effect of point and nonpoint discharge in the marine environment.**

The point discharges will include the outfall control structure in the wet detention pond system described above, which is proposed to connect to the San Sebastian River. There will be minimal impacts to marine life as

these outfalls will discharge treated stormwater. Nonpoint discharges from rear yards will be minimized as the lots will be designed with Type "A" grading, forcing runoff to reach the stormwater collection system.

5. **Proposed soil stabilization and erosion control methods.**

Standard erosion control methods will include silt fencing around the perimeter of the developed areas, inlet protection during construction, hay bale barriers at the outfalls and floating turbidity barriers within the onsite ditch during road crossing construction. All disturbed areas will be seeded and mulched to establish vegetation to ensure minimal erosion after construction is complete.

6. **Impact on floodplain.**

Because the San Sebastian River is an open basin that has a direct connection to the Atlantic Ocean, the impacts to the floodplain will be minimal.

7. **Impact of development on vegetative and animal communities.**

Approximately 0.15 acres of proposed wetland impacts are for home sites (Figure 4). Locations of the proposed wetland impacts are shown on the wetland management plan enclosed with the environmental report by Carter Environmental Services, Inc. included with the application package. Those impacts either have been permitted by both the District and U.S. Army Corps of Engineers (the "Corps"). All hydrologic flow will be unimpeded and follow its natural course. Further, all other wetlands on-site will remain.

8. **Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.**

Because the PUD will include single-family homes and the community dock, which will not have fueling or other activities that permit the use of hazardous chemicals and materials, there is no potential for contaminated drainage, storage of pollutants or the use of poisonous chemicals or materials.

9. **Effect of shade on vegetation and shellfish.**

The community dock be at minimum five (5) feet above mean high water. Therefore, shading will be minimal. None of the wetland impacts proposed in upland areas of the project will have a shade effect on vegetation or shellfish. The Owner will leave 3.24 acres to remain adjacent to the San Sebastian River. The 0.15 acres of low-quality freshwater wetland impacts, not saltmarsh, will be mitigated by purchasing 0.12 mitigation bank credits.

10. **Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.**

The proposed development will honor the standard will have no effect on manatees, vegetation, shellfish or wildlife, nor will it cause shoreline erosion because it is located within upland areas of the site.

11. **Impact of development on shoreline by linear feet and percent of site.**

The existing shoreline will not be altered by the proposed development. The bulkheads will be mostly constructed within the uplands, except for the areas adjacent to the wetland impacts.

12. **Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.**

The Conservation Overlay Zone 1 Development includes the community dock. The community dock is depicted on Figures 4 thru 10C.

The proposed single-family homes will be located within Conservation Overlay Zones 2 and 3. The homes will be limited to 35 feet in height (two stories) so their impacts to vistas and scenic opportunities will be minimal. Existing tree canopies within COZ 1 and upland buffers will be left in place and new trees will be planted within lots, both of which will allow the proposed homes to blend into the area.

13. **Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.**

Native vegetation will be preserved in buffer areas within the Property, in the locations depicted on the Master Development Plan. Native plants will be used for landscape and open space purposes to the extent practicable. Proposed retention areas are depicted on the Master Development Plan.

14. **Impact of development on plant and animal habitat and potential loss in acres and percent of site.**

The Windward Shipyard project will cluster housing development within upland areas of the Property and will preserve marshlands and other wetlands associated with the San Sebastian River

15. **Impact of development on water quality. Water quality objectives will be presumed to have been met if runoff water is routed to a**

surface water management system permitted by the St. Johns River Water Management District or to a treatment facility that is equivalent to the water quality treatment criteria (water retention/detention) of the water management district. (An engineer or landscape architect licensed in the State of Florida is required to certify that the treatment facility is equivalent to the district's criteria.)

Stormwater runoff from the Property will be routed to a surface water management system permitted by the St. Johns River Water Management District.

16. Impact of development on shellfish and on commercial and sport fish and waterfowl.

The project will have no impact on shellfish or on commercial or sport fish or waterfowl because all stormwater runoff from the Property will be routed to a District-permitted surface water management system. The proposed homes will be located on upland areas of the site.

17. Specific conditions applicable to docks. In addition to the considerations listed in subsections (1) through (16) herein, no boathouse, roofed structure or wall shall be constructed on any dock. This section shall not prohibit the use of bumpers or similar structures built at or near the water line and below deck elevation to protect the dock from damage caused by moored vessels. The deck of any private boat dock shall not exceed six (6) feet in height above mean high water. Boatlifts mounted on docks, or constructed on or adjacent to a dock, shall be limited to a capacity of twelve thousand (12,000) pounds or less. All boatlifts shall be low profile boatlifts or no profile boatlifts, and no boats in excess of thirty-two (32) feet in length shall be allowed on a boatlift. In addition, the maximum height, excluding masts, antennas and other non-occupiable features, of a boat suspended in a boatlift shall not exceed six (6) feet above the gunwale (gunnel); whereby, the gunwale (gunnel) is defined as the upper edge of the side of the ship or boat. A low profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall exceed three (3) feet above the deck. A no profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall protrude above the deck.

Project will comply.

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

The PUD complies with Code Section 28-286 by:

- a. Promoting more efficient and economic use of land by clustering development within upland areas and preserving marshland and other wetland associated with the San Sebastian River.
- b. Encouraging a more compatible and harmonious development of contiguous lands by using natural buffers to ensure compatibility.
- c. Providing flexibility to meet changing needs, technologies, economics and consumer preferences in the Master Development Plan and this text.
- d. Providing a process to assess a development's impact on the proposed site, the surrounding neighborhoods or areas, and the city as a whole.
- e. Demonstrating the coordinating of architectural styles, building forms, and building relationships within a planned development, as well as, the planned development's relationship with the existing and preferred architectural context surrounding the project.
- f. Providing an environment of consistent character compatible with the surrounding areas.
- g. Permitting specific limitations and requirements in excess of those included in other zoning districts, based on the unique characteristics of the individual site, where necessary to the public health, safety or welfare, or for the protection or preservation of lands, neighborhoods or areas of the city deemed unique or historic based on the proposed location of the planned development.

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

Permitted uses within the Property are set forth in Section C.3 hereof. Locations of the proposed uses are depicted on the Master Development Plan, Exhibit "B". Proposed uses are consistent with the Residential Low Density future land use designation for the Property.

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

Benefits to the community from the Project include:

- a. Preserving marshland and other wetland associated with the San Sebastian River.
- b. Providing interconnection of potable water lines with adjacent parcels.
- c. Providing a project that compliments and incorporates the existing mixed-use Shipyards project to the north.

- d. Annexing the Property into the City limits, thus increasing the City's tax base and number of jobs available in the municipal boundaries.
- e. Providing pedestrian interconnectivity within the Shipyards project and with parcels to the north, along the west side of the San Sebastian River.

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

The Project will be developed in two (2), five (5)-year phases. Phase 1 shall commence within three (3) years of the City Commission's adoption of this PUD ordinance and shall be completed within five (5) years of commencement. Phase 2 shall commence no later than the completion of Phase 1 and shall be completed within five (5) years of commencement. For purposes of this PUD, "commencement" shall be defined as the City's approval of horizontal construction plans, and "completion" shall be defined as the City's approval of as-builts for horizontal improvements.

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

The Owner will create a homeowners' association ("HOA") that will be legally responsible for owning, operating and maintaining common areas within the Property, including but not limited to roads, sidewalks, parks, the community dock and other amenities.

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

This PUD shall terminate ten (10) years from its adoption by the City Commission unless otherwise extended or amended pursuant to the Code.

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

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

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

A public facility impact analysis and a traffic impact analysis that outline the project's potential impacts on transportation networks, circulation patterns and infrastructure were included with this application.

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

See Section E hereof.

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

1. **Density of development.** The project will include a maximum of 55 single-family units on approximately 13.7 developable acres, yielding a net density of 4.01 units per acre on the Property.

2. **Open space.** Development will be clustered within upland areas of the Property.

3. **Waiver of yard, dwelling unit, frontage criteria and use restriction.** See Section C.3 hereof for these criteria and waivers from such requirements. Those waivers are detailed in Subsections C.3.r (Landscaping) and s (Tree Mitigation).

4. **Management and maintenance of open space areas.** All common property within the Property will be owned, operated and maintained by an HOA and will be available for use by residents within the Property. The HOA will have a declaration of restrictive covenants that governs use of common areas within the Property. The HOA board of directors will be responsible for enforcing the declaration. The HOA will own and maintain all roads and sidewalks within the Property. Access to homes will be over these privately owned streets. The HOA will have rules and regulations governing fencing, landscaping and other aesthetic issues in order to enhance the community and the privacy of its occupants, screening of objectionable views or uses and reduction of noise.

5. **Community facilities.**

a. **All utility facilities proposed for dedication to St. Augustine must be acceptable by the city as to the size, shape and location, and shown by the applicant to be of benefit to the general public.**

The project will dedicate all on-site utilities to the City, in compliance with applicable Code requirements.

b. **All requirements for off-street parking and loading shall apply to the PUD unless otherwise waived or modified.**

See Section C.3 for parking standards.

c. **Access and circulation shall adequately provide for firefighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal.**

The project will provide adequate access and circulation for emergency and other access, including access for large vehicles.

d. **Provide for underground installation of utilities, including telephone, power and cable television in both public and private rights-of-way. Provisions shall be made for acceptable design and construction of storm sewer facilities, including grading, gutters, piping and treatment of turf to handle stormwater and prevent erosion and formation of dust.**

The project will provide for underground utilities to the extent practicable.

e. **Specifications for street design, publicly used driving and access aisles, sidewalks and pedestrian walkways, including those providing interconnectivity between phases of the PUD or between the PUD and adjacent properties, shall conform to the rules and regulations adopted by the City of St. Augustine.**

See Section C.3 for street and sidewalk design criteria. The Master Development Plan shows interconnectivity with adjacent lands. Because the Property is surrounded on two sides by marshland, it is difficult to connect to adjacent lands other than via Arapaho Avenue.

f. ***General development patterns.* Residential subdivisions and mixed-use subdivisions shall provide a master tree plan, a master stormwater plan, an overall signage plan, any applicable overall design standards, descriptions of interconnectivity between areas within the PUD and connections to areas outside of the PUD proper, and general descriptions of how the PUD will create a sense of place.**

See the Master Development Plan, Exhibit "B", the Tree Relocation Plan, Exhibit "C", and this text for the development standards for the Property.

Windward Shipyard Land Holdings, LLC,
a Florida limited liability company

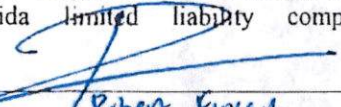
By: 
Name: Robert Vinyarb
Title: Manager
Date: 12-5-22

Exhibit "A"

Legal Description of the Property

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 19 & 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 6 CALLS (1) S 68°21'25" E, 122.04 FEET; (2) S 53°15'10" W, 8.50 FEET; (3) S 68°29'21" E, 403.09 FEET; (4) S 26°52'43" E, 205.14 FEET; (5) S 26°47'43" E, 692.28 FEET; (6) S 39°56'09" E, 249.22 FEET TO THE POINT OF BEGINNING AND A 58" IRON ROD AND CAP STAMPED #8177; THENCE FROM SAID POINT OF BEGINNING ; N 53°03'29" E , 333.34 FEET ALONG THE SOUTHERLY LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 779, PAGE 1160 TO THE SOUTHEAST CORNER OF AFOREMENTIONED PARCEL; THENCE N 39°32'35" W , 223.30 FEET ALONG THE EASTERLY LINE OF AFOREMENTIONED PARCEL; THENCE N 68° 19' 25" E, 396.45 FEET; THENCE N 24° 47' 29" E, 57.06 FEET; THENCE N 69° 42'32" E, 135.86 FEET; THENCE S 17° 09'35" E, 111.54 FEET; THENCE S 17° 38' 44" E, 131.74 FEET; THENCE S 18° 57' 11" E, 105.33 FEET; THENCE S 10° 12' 29" E, 40.03 FEET; THENCE S 11° 52' 43" E, 51.41 FEET; THENCE S 13° 02' 00" E, 157.41 FEET; THENCE S 36° 59' 22" E, 84.02 FEET; THENCE S 78° 42' 32" E, 26.87 FEET; THENCE S 11° 22' 05" W, 220.85 FEET; THENCE S 84° 46' 38" W, 81.60 FEET; THENCE S 62° 22' 13" W, 98.51 FEET; THENCE S 40° 49' 36" W, 93.52 FEET; THENCE S 80° 44' 20" W, 81.97 FEET; THENCE S 67° 54' 06" W, 33.95 FEET; THENCE N 22° 17' 02" W, 28.06 FEET; THENCE S 67° 53' 27" W, 55.55 FEET; THENCE S 76° 38' 57" W, 90.94 FEET; THENCE N 89° 10' 17" W, 197.97 FEET; THENCE N 46° 09' 33" W, 289.62 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ARAPAHO AVE. A 40 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE N 47° 28' 56" E , 180.64 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVE.; THENCE N 39°39'06" W , 111.75 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING. CONTAINS 13.70 ACRES MORE OR LESS.

Exhibit "B"

Master Development Plan

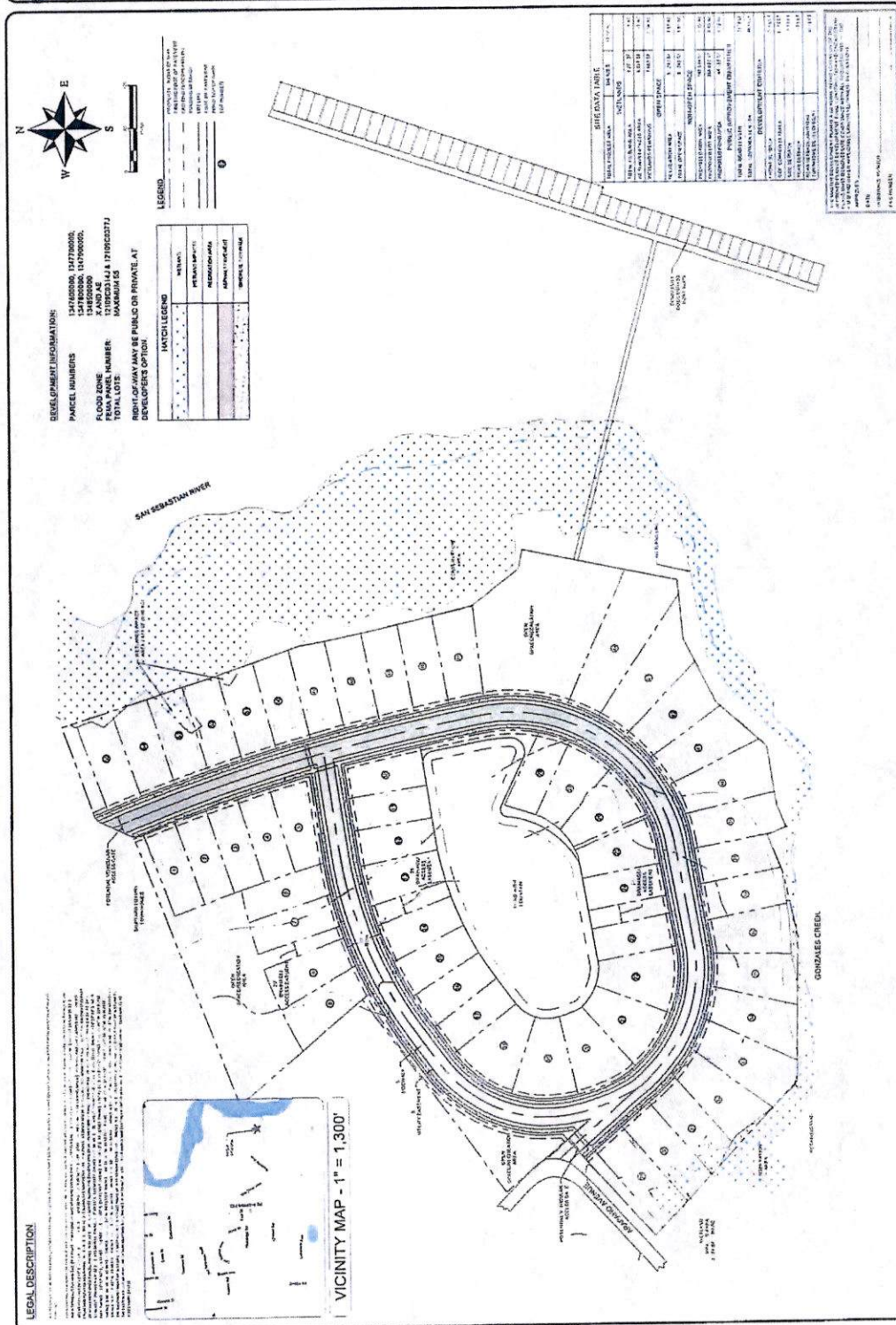


Exhibit "C"

Tree Relocation Plan



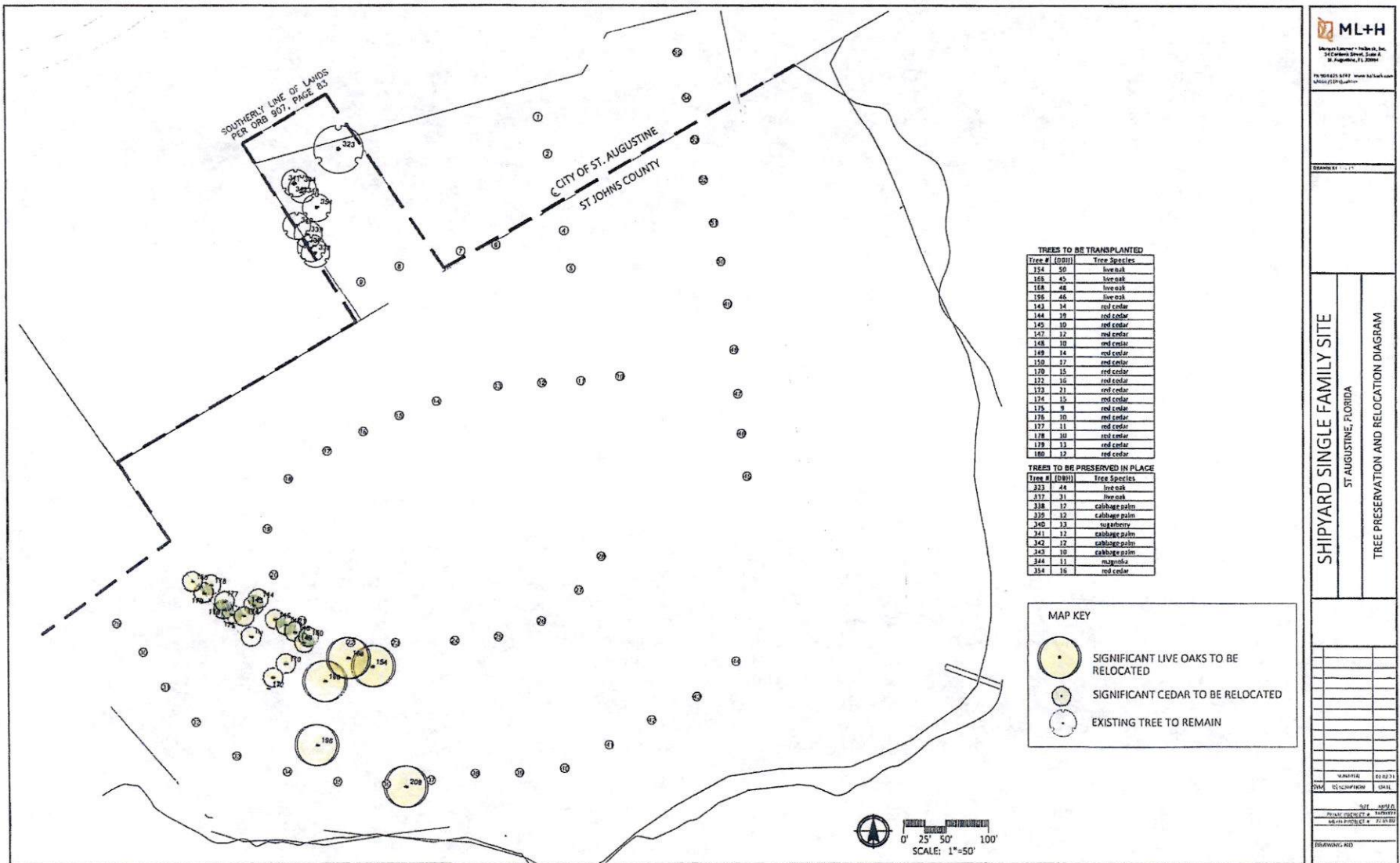
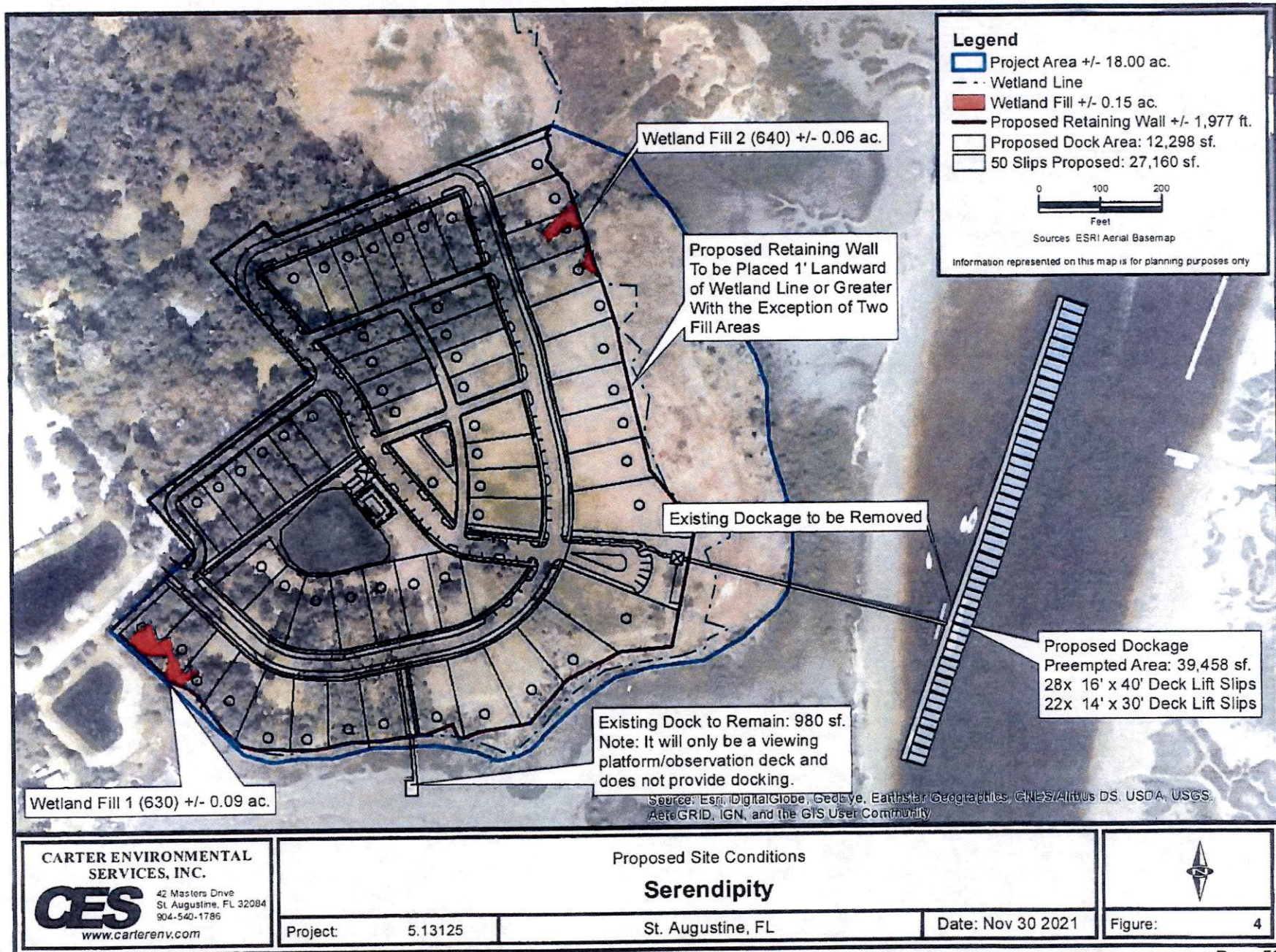
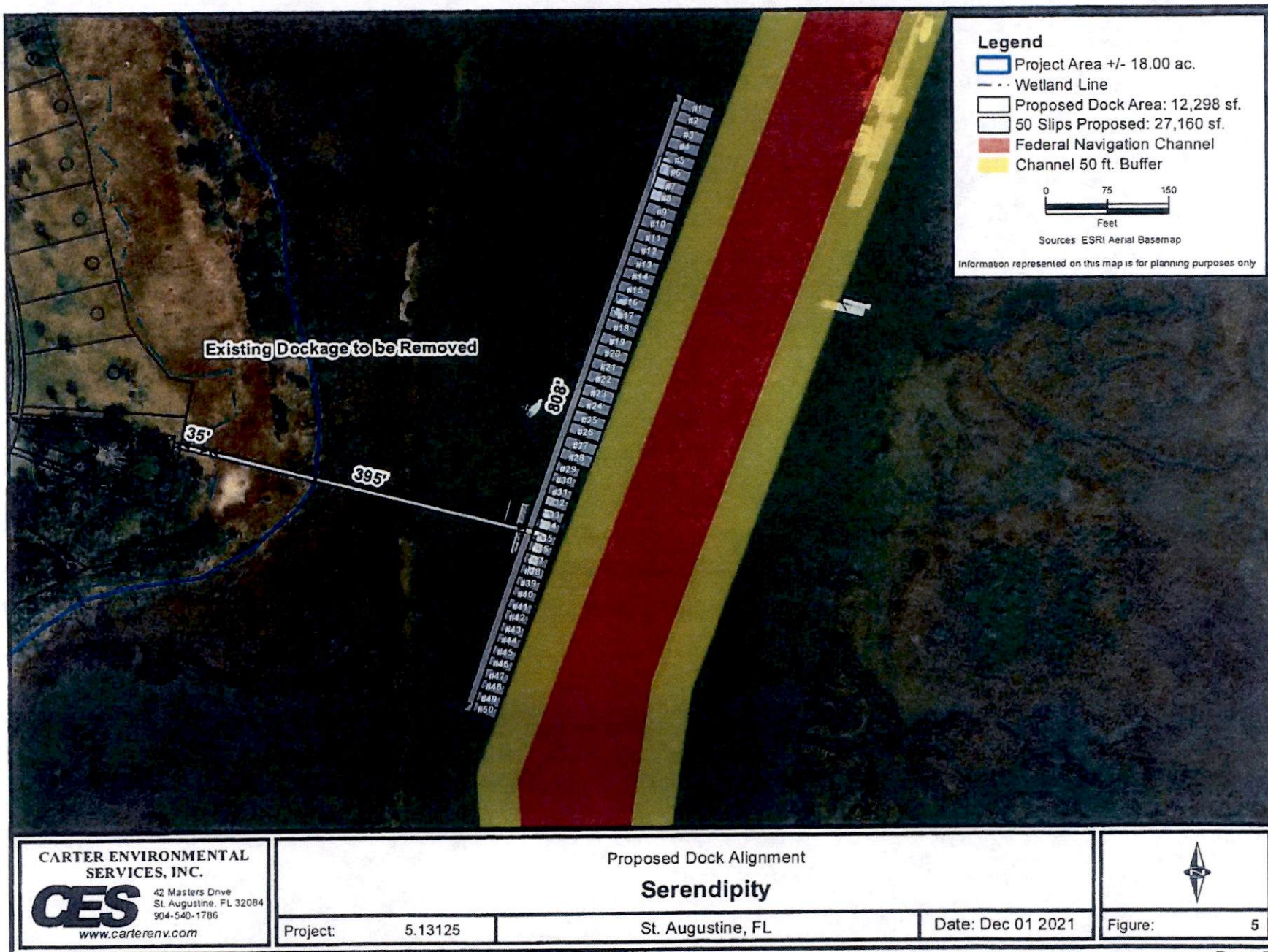
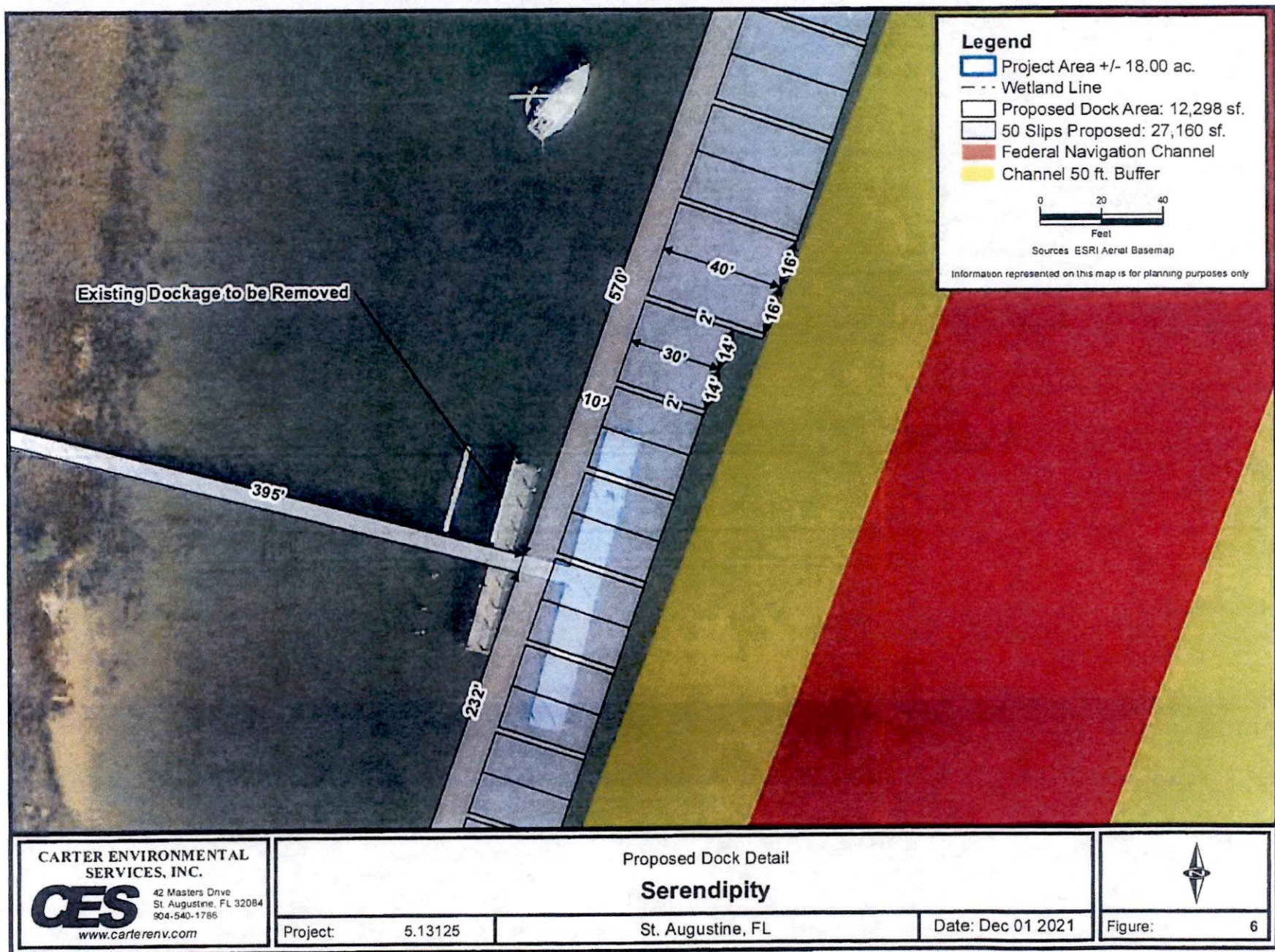


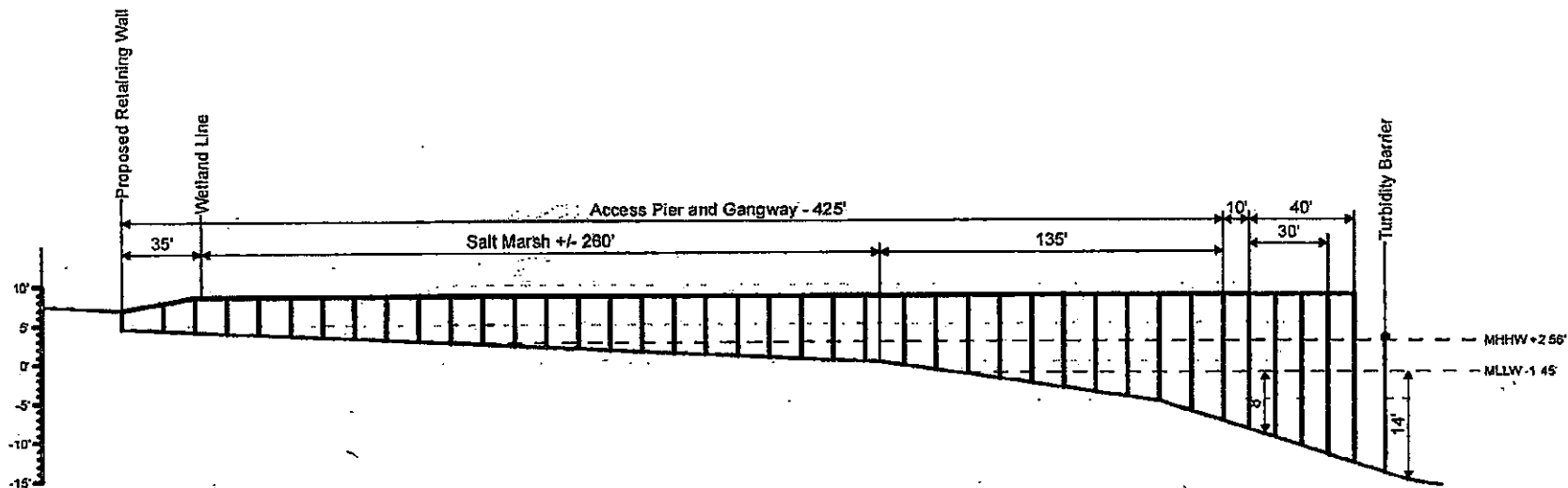
Exhibit "D"

Conservation Overlay Zone Plan









Information represented on this map is for planning purposes only

CARTER ENVIRONMENTAL
SERVICES, INC.

CES

www.carterenv.com

42 Masters Drive
St. Augustine, FL 32084
904-540-1788

Proposed Dock Cross Section

Serendipity

Project:

5.13125

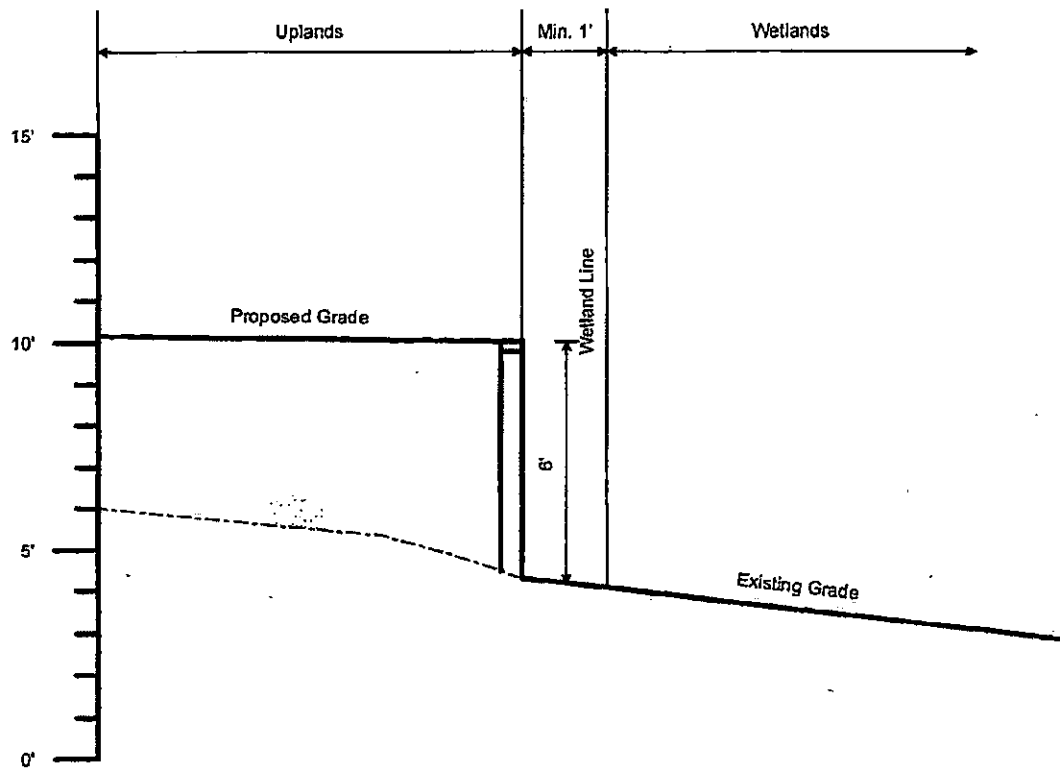
St. Augustine, FL

Date: Nov 30 2021

Figure:

7





Information represented on this map is for planning purposes only

CARTER ENVIRONMENTAL SERVICES, INC.



www.carterenv.com

42 Masters Drive
St. Augustine, FL 32084
904-540-1789

Proposed Retaining Wall Cross Section

Serendipity

Project

5.13125

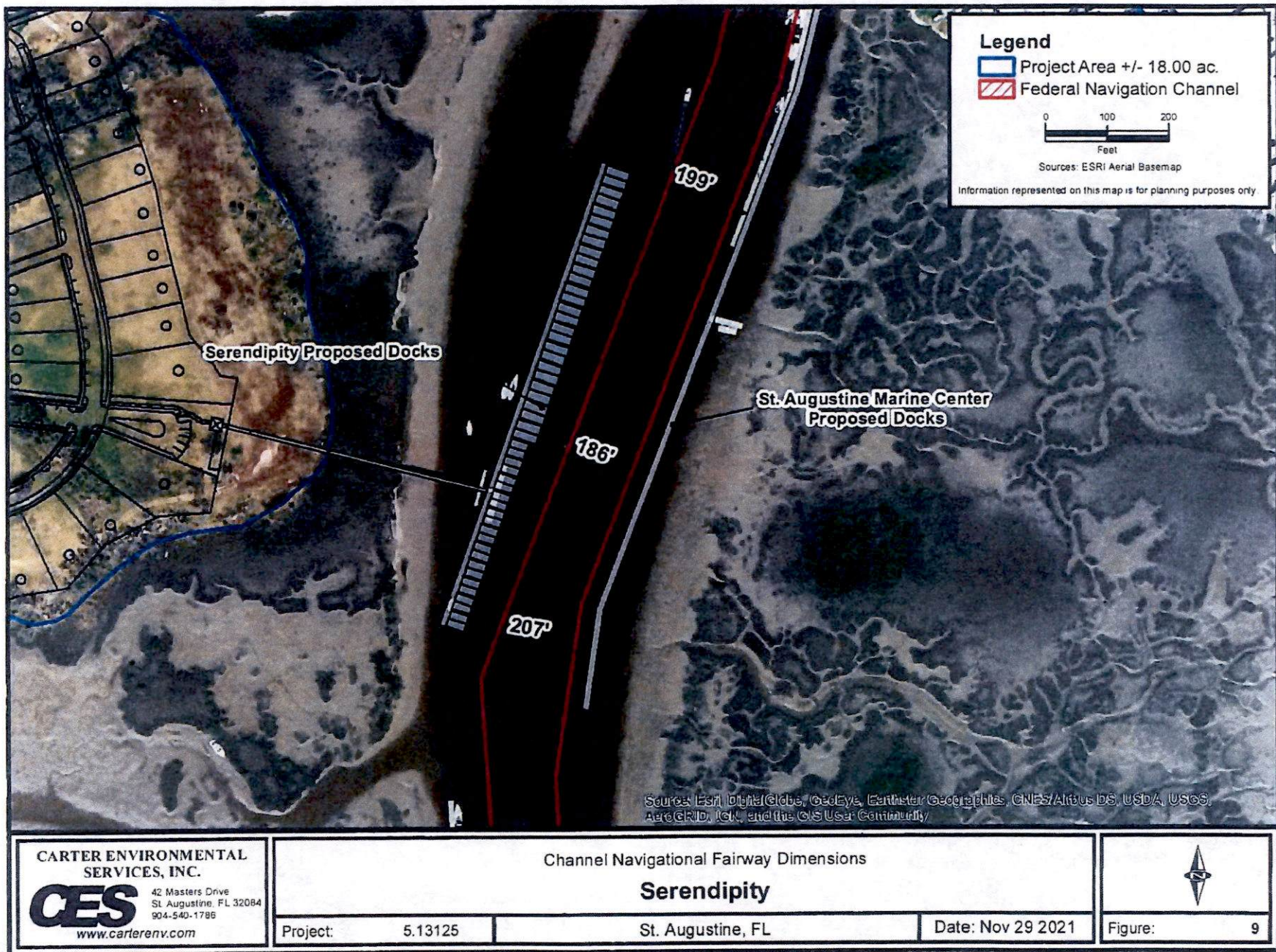
St. Augustine, FL

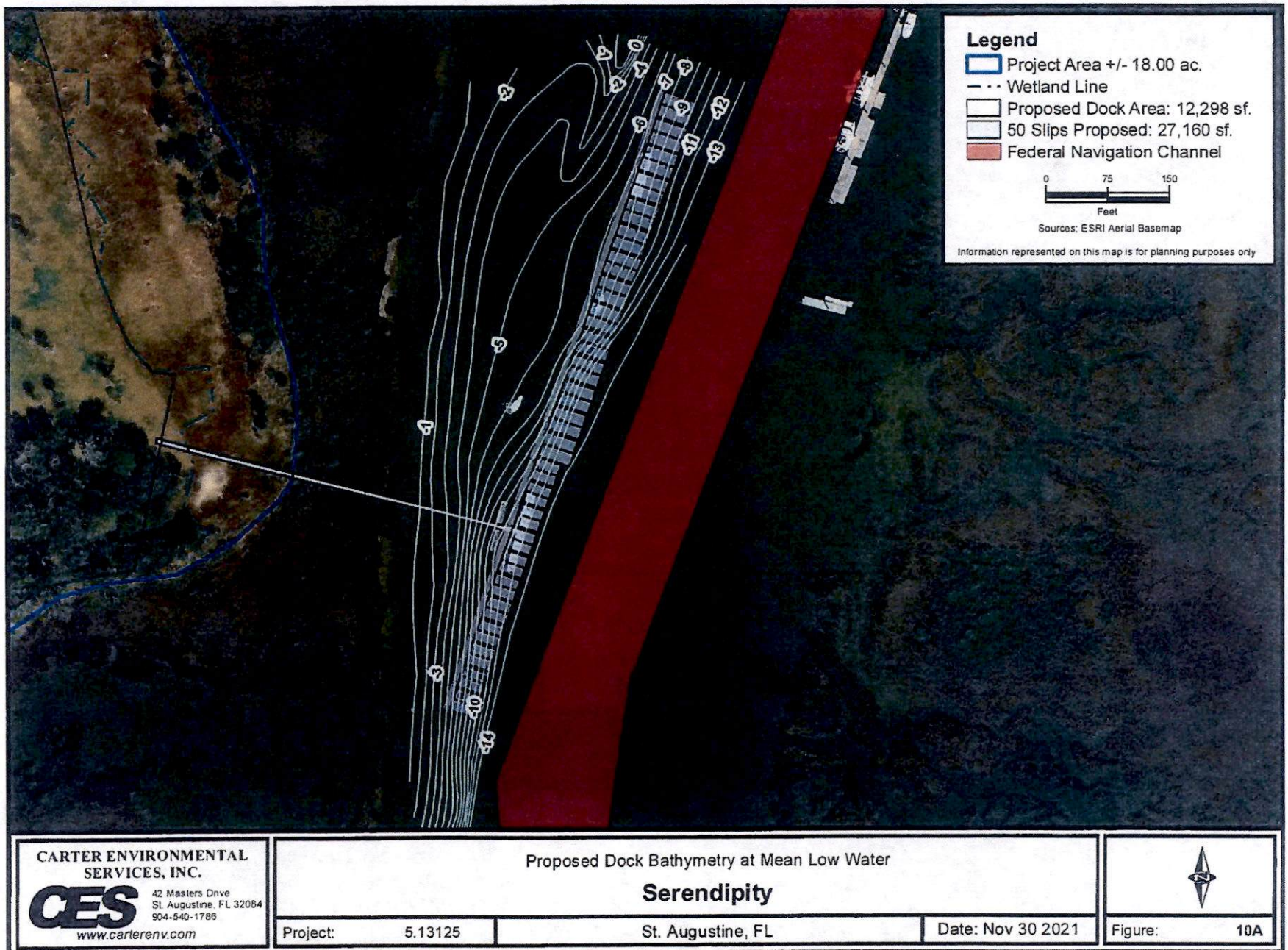
Date: Nov 30 2021

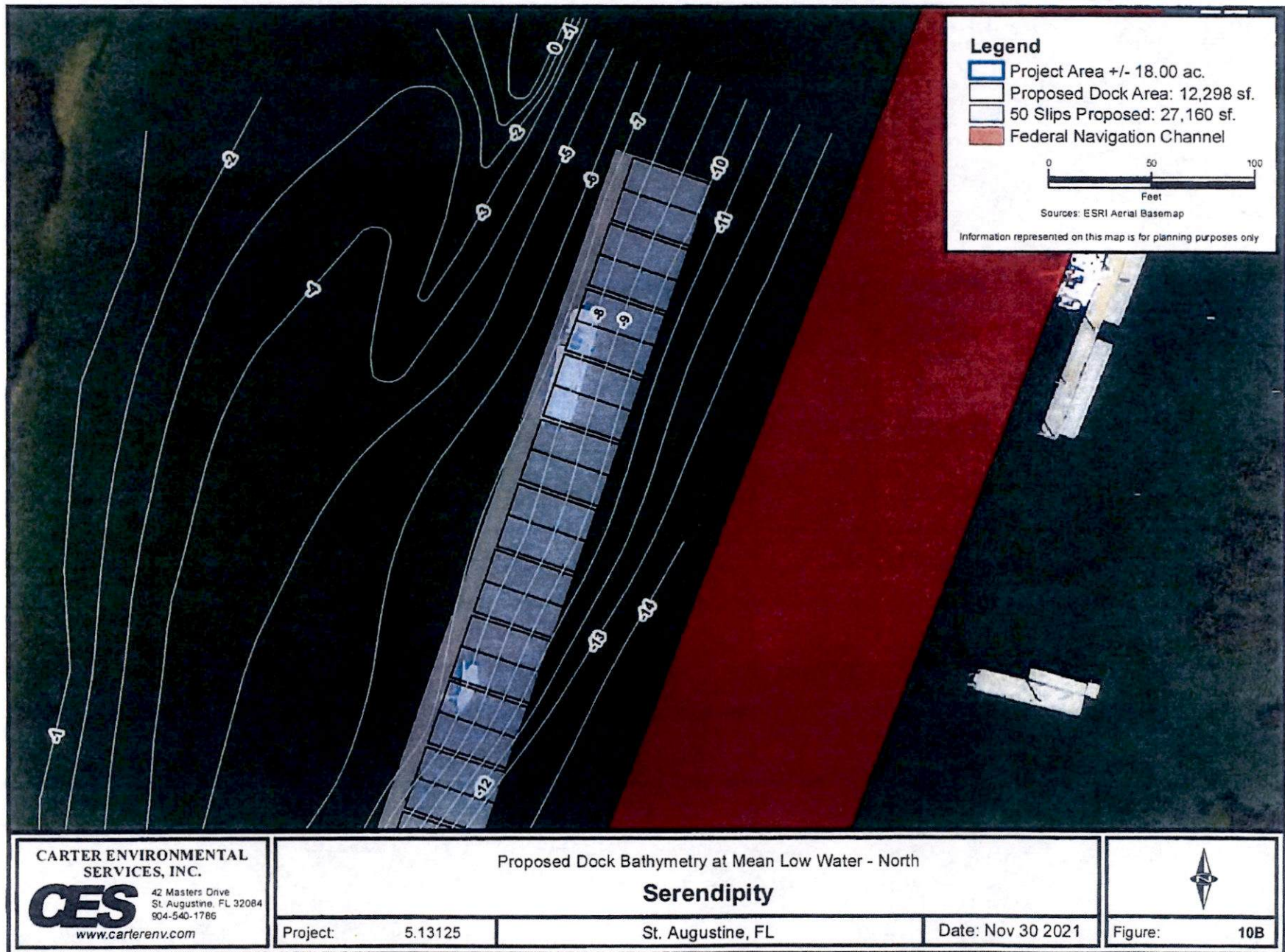
Figure:

8









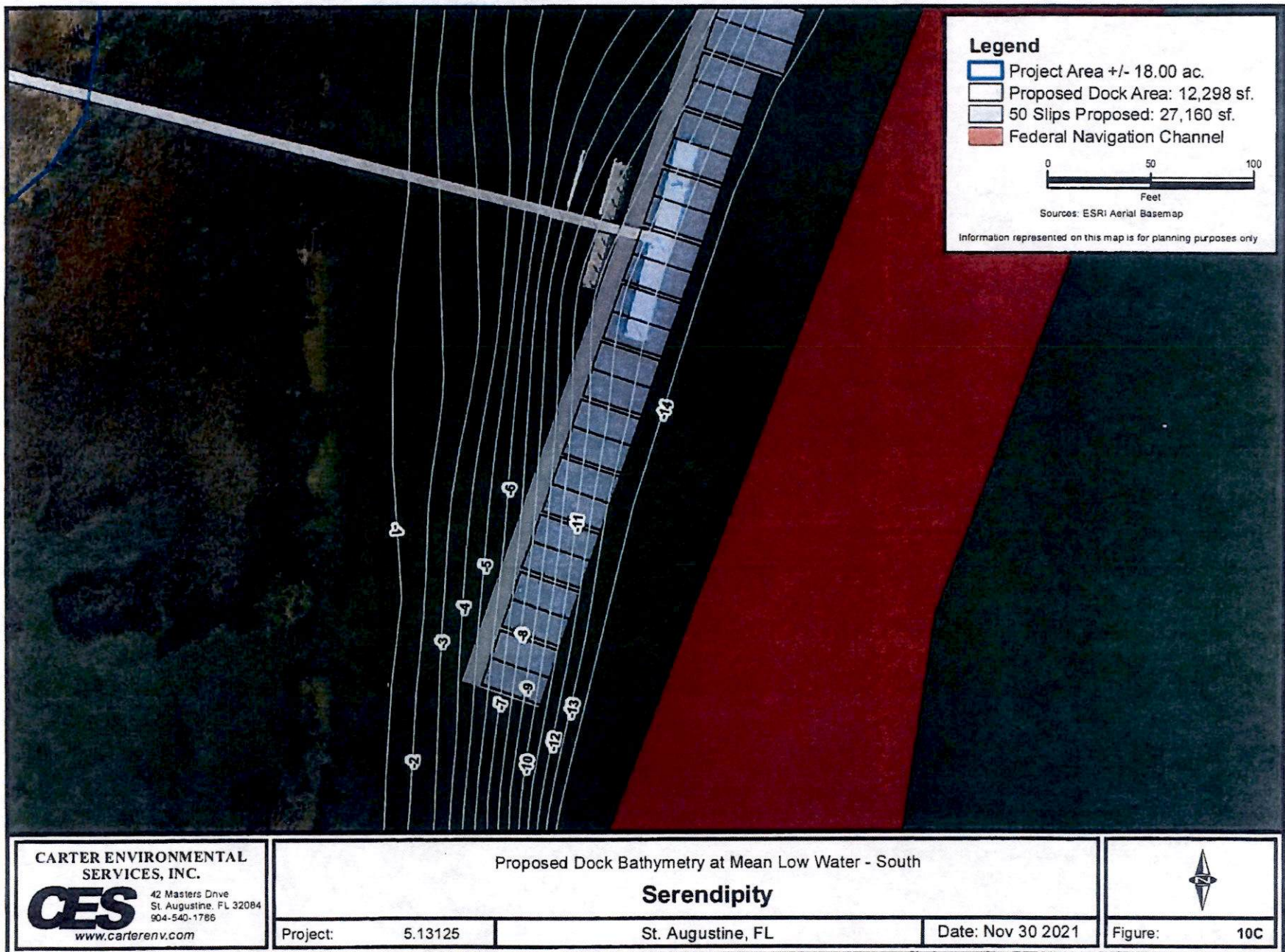


EXHIBIT "A"

Legal Description of Property

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 19 & 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 6 CALLS (1) S 68°21'25" E, 122.04 FEET; (2) S 53°15'10" W, 8.50 FEET; (3) S 68°29'21" E, 403.09 FEET; (4) S 26°52'43" E, 205.14 FEET; (5) S 26°47'43" E, 692.28 FEET; (6) S 39°56'09" E, 249.22 FEET TO THE POINT OF BEGINNING AND A 58" IRON ROD AND CAP STAMPED # 8177; THENCE FROM SAID POINT OF BEGINNING N 53°03'29" E, 333.34 FEET ALONG THE SOUTHERLY LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 779, PAGE 1160 TO THE SOUTHEAST CORNER OF SAID AFOREMENTIONED PARCEL; THENCE N 39°32'35" W, 251.17 FEET; THENCE N 52°52'20" E, 115.39 FEET; THENCE S 39°33'49" E, 251.55 FEET; THENCE N 53°03'29" E, 400.87 FEET ALONG THE NORTH LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 2683 PAGE 1261; THENCE RUNNING ALONG THE EAST LINE ALSO AS DESCRIBED IN OFFICIAL RECORDS BOOK 2683 PAGE 1261 THE FOLLOWING TWO (2) CALLS; (1) S 35°20'31" E, 339.67 FEET; (2) S 19°38'59" E, 428.60 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF THE MARSH LANDS OF THE UN-SURVEYED SECTION 19 AND RUNNING THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING ELEVEN (11) CALLS; (1) S 33°04'04" W, 15.22 FEET; (2) S 48°45'09" W, 45.97 FEET; (3) S 46°32'02" W, 25.70 FEET; (4) S 60°01'56" W, 77.65 FEET; (5) S 82°07'30" W, 84.00 FEET; (6) S 75°26'56" W, 60.60 FEET; (7) S 55°02'52" W, 71.93 FEET; (8) S 48°32'31" W, 58.45 FEET; (9) S 2°59'51" W, 50.85 FEET; (10) S 61°15'51" W, 23.94 FEET; (11) S 78°25'41" W, 35.83 FEET; THENCE N 67°03'55" W, 12.18 FEET LEAVING SAID MEAN HIGH WATER LINE TO A 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE N 88°57'29" W, 396.30 FEET TO ANOTHER 4"X4" CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE N 45°57'29" W, 298.69 FEET TO THE SOUTH RIGHT OF WAY LINE OF ARAPAHO AVE. A 40-FOOT-WIDE RIGHT OF WAY AS NOW ESTABLISHED; THENCE ALONG SAID RIGHT OF WAY LINE, N 47°28'56" E, 187.12 FEET TO THE EASTERLY RIGHT OF WAY LINE OF ARAPAHO AVE.; THENCE ALONG SAID EASTERLY RIGHT OF WAY LINE, N 39°39'06" W, 111.75 FEET TO THE POINT OF BEGINNING. CONTAINS 14.79 ACRES MORE OR LESS.

EXHIBIT "A-1"

Shipyard Mixed Use Parcel

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

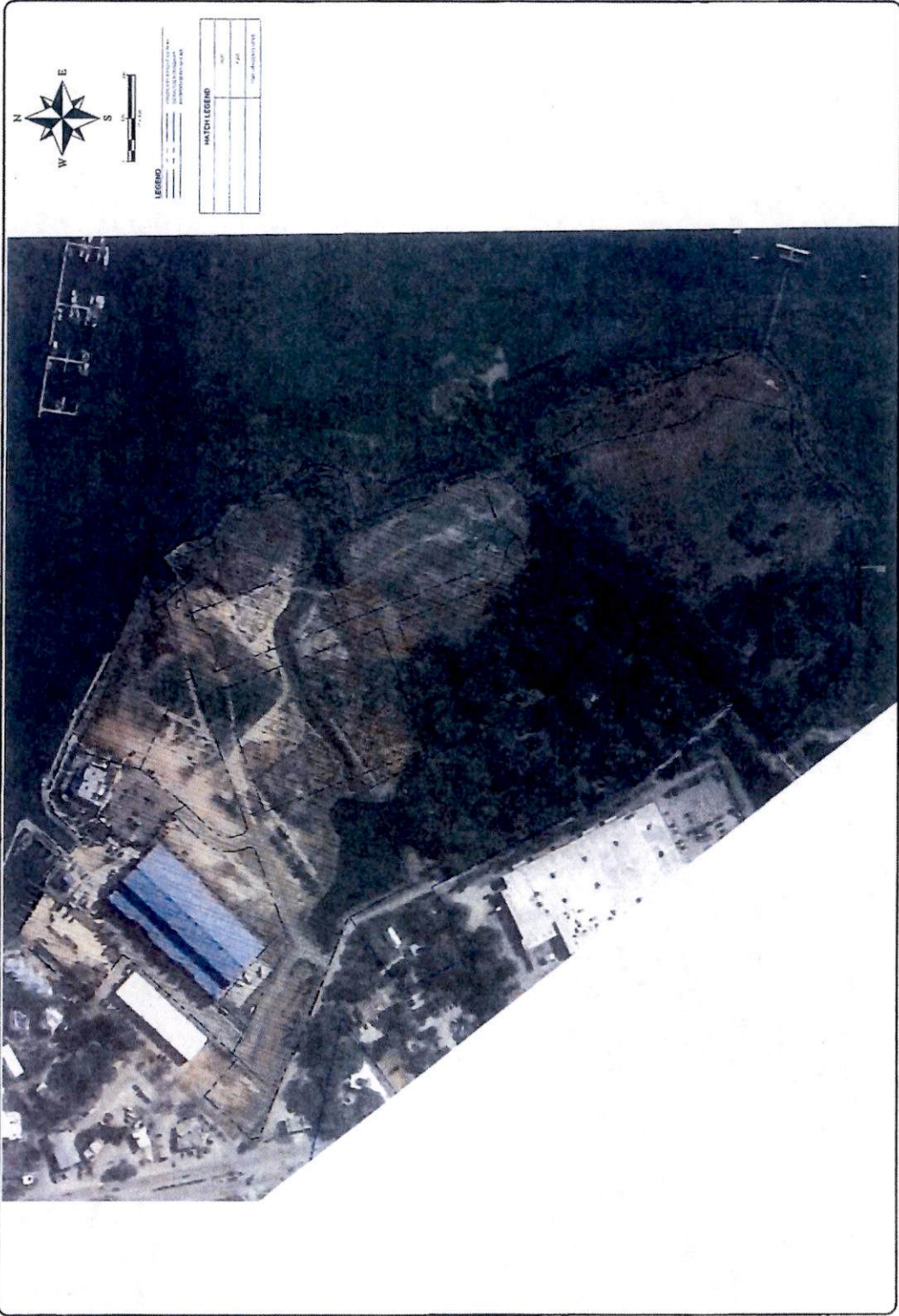
COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 5 CALLS (1) S 68° 21' 25" E, 122.04 FEET; (2) S 53° 15' 10" W, 8.50 FEET; (3) S 68° 29' 21" E, 403.09 FEET; (4) S 26° 52' 42" E, 742.47 FEET; (5) S 26° 30' 24" E, 119.44 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE N 63° 29' 36" E, 335.33 FEET TO THE POINT OF BEGINNING AND ALONG THE WESTERLY LINE OF A PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 4829, PAGE 344; THENCE FROM SAID POINT OF BEGINNING AND ALONG SAID WEST LINE THENCE, N 39° 32' 35" W, 27.87 FEET TO THE NORTHWEST CORNER OF SAID PARCEL; THENCE, N 52° 52' 20" E ALONG THE NORTH LINE OF SAID PARCEL, 115.39 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE, S 39° 33' 49" E ALONG THE EASTERLY LINE OF SAID PARCEL, 60.18 FEET; THENCE, S 68° 19' 25" W, 121.16 FEET TO THE POINT OF BEGINNING. CONTAINS 5,076 SQUARE FEET MORE OR LESS.

EXHIBIT "A-2"

Shipyard Single-Family Parcel

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 19 & 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 6 CALLS (1) S 68°21'25" E, 122.04 FEET; (2) S 53°15'10" W, 8.50 FEET; (3) S 68°29'21" E, 403.09 FEET; (4) S 26°52'43" E, 205.14 FEET; (5) S 26°47'43" E, 692.28 FEET; (6) S 39°56'09" E, 249.22 FEET TO THE POINT OF BEGINNING AND A 58" IRON ROD AND CAP STAMPED #8177; THENCE FROM SAID POINT OF BEGINNING ; N 53°03'29" E , 333.34 FEET ALONG THE SOUTHERLY LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 779, PAGE 1160 TO THE SOUTHEAST CORNER OF AFOREMENTIONED PARCEL; THENCE N 39°32'35" W , 223.30 FEET ALONG THE EASTERLY LINE OF AFOREMENTIONED PARCEL; THENCE N 68° 19' 25" E, 396.45 FEET; THENCE N 24° 47' 29" E, 57.06 FEET; THENCE N 69° 42'32" E, 135.86 FEET; THENCE S 17° 09'35" E, 111.54 FEET; THENCE S 17° 38' 44" E, 131.74 FEET; THENCE S 18° 57' 11" E, 105.33 FEET; THENCE S 10° 12' 29" E, 40.03 FEET; THENCE S 11° 52' 43" E, 51.41 FEET; THENCE S 13° 02' 00" E, 157.41 FEET; THENCE S 36° 59' 22" E, 84.02 FEET; THENCE S 78° 42' 32" E, 26.87 FEET; THENCE S 11° 22' 05" W, 220.85 FEET; THENCE S 84° 46' 38" W, 81.60 FEET; THENCE S 62° 22' 13" W, 98.51 FEET; THENCE S 40° 49' 36" W, 93.52 FEET; THENCE S 80° 44' 20" W, 81.97 FEET; THENCE S 67° 54' 06" W, 33.95 FEET; THENCE N 22° 17' 02" W, 28.06 FEET; THENCE S 67° 53' 27" W, 55.55 FEET; THENCE S 76° 38' 57" W, 90.94 FEET; THENCE N 89° 10' 17" W, 197.97 FEET; THENCE N 46° 09' 33" W, 289.62 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ARAPAHO AVE. A 40 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE N 47° 28' 56" E , 180.64 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVE; THENCE N 39°39'06" W , 111.75 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING. CONTAINS 13.70 ACRES MORE OR LESS.





THIS INSTRUMENT PREPARED BY:
CHARLES E. PELLICER, ESQ.
3000 N PONCE DE LEON BLVD
ST. AUGUSTINE, FL 32084

PA# 134760-0000

THIS WARRANTY DEED dated this 7th day of Nov, 2019 by PATRICK A. PELLICER, a married man, whose address is 200 Nix Boatyard, St. Augustine, Florida 32084, hereinafter called the grantor, to, WINDWARD SHIPYARD LAND HOLDINGS, LLC, a Delaware limited liability company, having an address at 404 Riberia St., Unit A, St. Augustine, Florida 32084, hereinafter called the grantee:

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

WITNESSETH: That the grantor, for and in consideration of TEN (\$10) DOLLARS AND NO/100THS, and other good and valuable considerations, receipt of which is hereby acknowledged, by these presents does hereby grant, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantees, all that certain land situate in St. Johns County, Florida, to-wit:

That certain parcel of land in Section 40, Township 7 South, Range 30 East, St. Johns County, Florida, more particularly described as follows: STARTING at a steel rod in pavement, rod replacing old 6x6 concrete monument; being the intersection of the centerline of Arapaho Avenue with the South line of land formerly of Albert Cubbedge; run East 351.5 feet for Point of Beginning, thence run East 115.5 feet to iron pipe; run North 250 feet to iron pipe; run West 115.5 feet to iron pipe; run South 250 feet to point of beginning.

The real property described herein is not the homestead of the Grantor.

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

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

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor have good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2018.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and

year first above written.

SIGNED, SEALED AND DELIVERED
IN OUR PRESENCE:

Charles F. Pellicer
Witness

By: Patrick A. Pellicer
PATRICK A. PELLICER

Print: CHARLES F. PELLICER

Karoline K. Puzio
Witness
Print: Karoline K. Puzio

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 7th day of Nov., 2019 by PATRICK A. PELLICER, who is personally know to me or who produced as proof of identification and who X did did not take an oath.



KAROLINE K. PUZIO
Commission # GG 202129
Expires September 26, 2022
Bonded thru Budget Notary Services

Karoline K. Puzio
NOTARY PUBLIC
State of Florida at Large

THIS DOCUMENT PREPARED
BY AND RETURN TO:
FRANK E. MILLER ESQ.
GUNSTER YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 170
JACKSONVILLE, FLORIDA 32202

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED made as of the 8th day of November, 2019, by LINDA M. LUHRS, an unmarried woman, whose address is P.O. Box 529, St. Augustine, Florida 32085 (the "Grantor"), WINDWARD SHIPYARD LAND HOLDINGS, LLC, a Delaware limited liability company, with a mailing address 404 Riberia Street, Unit A, St. Augustine, FL 32084 (the "Grantee").

WITNESSETH:

That Grantor in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does hereby grant, bargain, sell and convey unto Grantee, and Grantee's successors and assigns forever all of that certain real property situate in St. Johns County, Florida, described on Exhibit "A" attached hereto and made a part hereof ("Property")

Parcel Identification Numbers: 134780-0000 and 134790-0000

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

This conveyance is subject to covenants, easements and restrictions of record, provided however, this reference to such matters shall not operate to re-impose the same and to ad valorem taxes levied or which may become a lien subsequent to December 31, 2019.

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

Signed, sealed and delivered
in the presence of:

GRANTOR:

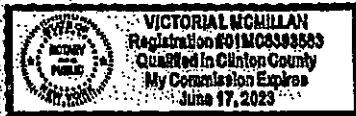
Elsie S. Luhrs
Print Name: Elsie S. Luhrs

Linda M. Luhrs [SEAL]
LINDA M. LUHRS

Daniel H. Luhrs
Print Name: Daniel H. Luhrs

STATE OF New York
COUNTY OF Clinton

The foregoing instrument was acknowledged before me this 5th day of November, 2019 by
LINDA M. LUHRS.



Victoria L. McMillan
Print Name: Victoria L. McMillan
NOTARY PUBLIC
State of New York
Commission # 01MC0393583
My Commission Expires: June 17, 2023
Personally Known ☒ or
Produced ID ☒
Type of Identification Produced:
State of Florida License

Victoria L. McMillan
Victoria L. McMillan
2nd witness.

EXHIBIT "A"

Parcel 1:

A portion of the M. Solana Grant, Section 40, Township 7 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows.

For Point of Reference, commence at the 8-inch square wood post marking the "Northeast corner of property of Rogero" as said property corner is identified in deed recorded at Deed Book 153, page 94, Public Records of said County, and run South 54°19'04" West along "Rogero's North line", a distance of 558.81 feet to the point of intersection of said line with the Easterly boundary of that certain parcel conveyed by G. E. Cubbage to David F. Marchalleck and described in deed recorded at Official Records Volume 12, page 720, said Public Records; run thence South 38°38'32" East along said Easterly boundary; a distance of 245.28 feet to the Southeasterly corner of said parcel lying on the "South line of the land formerly of Albert Cubbage" as identified in said deed and the Point of Beginning.

From the Point of Beginning thus described, run North 54°34'56" East along "Cubbage's South line", a distance of 400.78 feet; run thence South 33°49'04" East, a distance of 339.67 feet; run thence South 18°07'32" East, a distance of 451 feet, more or less, to a point in the dividing line between the uplands of Section 40 and the marsh lands of unsurveyed Section 19; run thence Westerly along said dividing line, following the meanderings of same, a distance of 580 feet, more or less, to a point in the Easterly boundary of lands described in Official Records Book 276, page 347, said Public Records; run thence Northerly along said Easterly boundary line as follows: first course, North 14°44'00" West, a distance of 336 feet, more or less, to an angle point; second course, North 51°34'55" West, a distance of 365.90 feet to a point at the Northeasterly corner of said lands described in Official Records Book 276, page 347 and the Northwesterly corner of those lands described in Deed Book 186, page 592, said Public Records, said point lying on the Westerly prolongation of said "Cubbage's South Line"; run thence North 54°34'56" East, along the Northerly boundary line of said lands described in Deed Book 186, page 592 and along said Westerly prolongation, a distance of 249.18 feet to the Point of Beginning.

The lands thus described are the same lands as described in Deed Book 186, page 592, and that portion of Official Records Book 1733, page 1969, lying Southerly of the "South line of the land formerly of Albert Cubbage", public records of St. Johns County, Florida.

Parcel 2:

All that portion of the following described property which lies South and East of Arapahoe Avenue, To-wit: A tract of land in the M. Solano Grant, Section 40, Township 7 South, Range 30 East, St. Johns County, Florida, said tract of land being more fully described as follows:

Commence at an iron pipe on the Northerly line of property of James S. Lindsley, said point being the point of beginning of property of Diesel Engine Sales Company as recorded in Deed Book 186, pages 592-593 of the public records of St. Johns County, Florida, said point also being the Northeasterly corner of those lands described in Official Records Book 827, page 1299, said public records, and being also the Point of Beginning of this tract of land; run thence Southeasterly along

the line dividing said Deed Book 186, page 592 and said Official Records Book 827, page 1299 the following courses: First course, South 50°34'62" East, 366.45 feet; Second course, South 13°40'52" East, 337.05 feet; thence departing said dividing line run Northwesterly along the Southwesterly boundary of said lands described in Official Records Book 827, page 1299, the following courses: First course, North 86°44'00" West, 396.30 feet; North 43°44'00" West, 299.11 feet to a point in the Southerly right of way line of Arapaho Avenue, as said right of way is now established; run thence Northeasterly and Northwesterly along said right of way line the following courses: First course, North 49°44'48" East, 187.47 feet; Second course, North 37°38'58" West, 110.70 feet to a point in the aforementioned Northerly line of property of James S. Lindsley; run thence North 55°31'40" East along said Northerly line of property of James S. Lindsley, 199.05 feet to the Point of Beginning.

Together with any right, title and interest in the property described in that instrument recorded in Deed Book 102, page 529, public records of St. Johns County, Florida, which lies between the boundaries of the property described above as Quitclaimed by Official Records Book 1754, page 441, said public records.

The above described lands being the same lands as those described in Official Records Book 827, page 1299, public records of St. Johns County, Florida, and being more fully described as follows:

All that portion of the following described property which lies South and East of Arapaho Avenue, to wit: A tract of land in the M. Solano Grant, Section 40, Township 7 South, Range 30 East, St. Johns County, Florida, said tract being more fully described as follows:

Commence at an iron pipe on the Northerly line of property of James S. Lindsley, said point being the Point of Beginning of property of Diesel Engine Sales Company as recorded in Deed Book 186, page 592-593 of the public records of St. Johns County, Florida, and being also the Point of Beginning of this tract of land; thence South 50°38'00" East, 365.9 feet to an iron pipe; thence South 13°51'00" East, 305.7 feet to an iron pipe; thence continue South 13°51'00" East, 31.34 feet to a concrete monument; thence North 86°44'00" West, 396.3 feet to a concrete monument; thence North 43°44'00" West, 430.51 feet to a concrete monument on the Northerly line of property of James S. Lindsley; thence North 55°30'00" East, 400.78 feet along the Northerly line of property of James S. Lindsley to the Point of Beginning.

Prepared By/Record and Return To:
Susan S. Bloodworth, Esquire
Rogers Towers, P.A.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086-5755

FNI9-277710900

Consideration: \$6,000,000.00

SPECIAL WARRANTY DEED

(Non-Barn Property)

THIS INDENTURE is made this 8th day of November, 2019, between **GREENWOOD PROPERTY, LLC**, a Delaware limited liability company, f/k/a All Seasons, LLC, a Delaware limited liability company, **ST. AUGUSTINE SHIPYARD, LLC**, a Delaware limited liability company and **ST. AUGUSTINE SHIPYARD PROPERTY COMPANY**, a dissolved Florida corporation (collectively, "Grantor"), whose address is 117 Dockside Drive, St. Augustine, Florida 32084, and **WINDWARD SHIPYARD LAND HOLDINGS, LLC**, a Delaware limited liability company, ("Grantee"), whose address is 404 Riberia St., Unit A, St. Augustine, FL 32084;

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land (the "Land"), situate, lying and being in the County of St. Johns, State of Florida:

See Exhibit "A" attached hereto and by this reference made a part hereof.

Property Appraiser's Parcel ID Numbers: 134230-0000, 134230-0020, 134340-0000, 134390-0000, 134390-0010, 134410-0000, 134600-0000, 134630-0000, 134650-0000, and 134770-0000.

Together with all tenements, hereditaments and appurtenances of Grantor belonging or in any wise appertaining to the Land (collectively, the "Property"), subject to the permitted encumbrances listed on Exhibit "B" attached hereto and by this reference made a part hereof (the "Permitted Encumbrances").

To have and to hold the Property in fee simple forever.

Except as set forth in the Permitted Encumbrances, the said Grantor does hereby fully warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On November 4, 2019, before me, Natalie Azik, Notary Public (insert name and title of the officer), personally appeared GARY VOSE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my Hand and official seal.

Signature Natalie Azik (Seal)



Exhibit "A"

SOUTH PARCEL:

A TRACT OF LAND COMPRISED OF PORTIONS OF SEMINOLE PARK, ACCORDING TO THE MAP RECORDED IN MAP BOOK 3, PAGE 87, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, TOGETHER WITH PORTIONS OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 3818, PAGE 1150, AND OFFICIAL RECORDS BOOK 3757, PAGE 1474, LYING IN SECTIONS 19 AND 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF ARAPAHO AVENUE (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 1 (A 150 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 11°24'27" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 23.06 FEET TO ITS INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF IROQUOIS AVENUE (A 50 FOOT RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 41°44'18" EAST ALONG SAID SOUTHEASTERLY RIGHT-WAY-LINE, BEING THE SAME AS THE NORTHWESTERLY LINE OF BLOCK H OF SAID SEMINOLE PARK, 178.02 FEET; THENCE SOUTH 48°13'13" EAST, DEPARTING LAST SAID LINE, 139.96 FEET TO A POINT ON THE NORTHWESTERLY LINE OF LOT 5, BLOCK H OF SAID SEMINOLE PARK; THENCE NORTH 41°43'22" EAST ALONG THE NORTHWESTERLY LINE OF SAID LOT 5, ACROSS FORMER MOHAWK STREET, VACATED PER OFFICIAL RECORDS BOOK 189, PAGE 372, SAID PUBLIC RECORDS, ALONG THE NORTHWESTERLY LINE OF LOTS 6 AND 7 BLOCK D OF SAID SEMINOLE PARK, 390.21 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 6, LOCATED IN THE FORMER SOUTHWESTERLY RIGHT OF WAY LINE OF CHEROKEE STREET, NOW CLOSED BY ORDINANCE 88- 45, AS RECORDED IN OFFICIAL RECORDS BOOK 791, PAGE 281, OF SAID PUBLIC RECORDS; THENCE NORTHEASTERLY ACROSS SAID FORMER CHEROKEE STREET, NORTH 37°39'42" EAST, 40.03 FEET, TO THE NORTHEASTERLY RIGHT OF WAY LINE OF CHEROKEE STREET; THENCE NORTH 52°23'36" WEST, ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF CHEROKEE STREET, 162.43 FEET, TO THE FORMER CENTERLINE OF IROQUOIS AVENUE A 50 FOOT RIGHT OF WAY, CLOSED PER ORDINANCE NO. 2014-12, OFFICIAL RECORDS BOOK 3947, PAGE 881; THENCE NORTH 41°41'26" EAST, ALONG SAID FORMER CENTERLINE OF IROQUOIS AVENUE, AND ITS NORTHEASTERLY PROLONGATION, 262.96 FEET TO ITS INTERSECTION WITH THE MEAN HIGH WATER LINE OF THE SAN SEBASTIAN RIVER; THENCE DEPARTING SAID FORMER CENTERLINE AND ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING COURSES: 1) SOUTH 61°54'54" EAST, 104.04 FEET; 2) SOUTH 58°45'38" EAST, 28.45 FEET; 3) SOUTH 70°11'24" EAST, 24.70 FEET; 4) SOUTH 71°07'34" EAST, 34.35 FEET, TO AN ANGLE POINT ON A CONCRETE BULKHEAD; THENCE ALONG SAID CONCRETE BULKHEAD THE FOLLOWING COURSES 1) SOUTH 47°00'58" EAST, 4.27 FEET; 2) SOUTH 47°48'58" EAST, 46.07 FEET; 3) SOUTH 48°59'40" EAST, 21.08 FEET; 4) NORTH 41°05'02" EAST, 32.76 FEET; 5) SOUTH 49°43'25" EAST, 12.94 FEET; 6)

SOUTH 40°23'47" WEST, 40.65 FEET; 7) SOUTH 49°20'34" EAST, 50.59 FEET; 8) NORTH 45°30'16" EAST, 43.37 FEET; 9) NORTH 42°32'05" EAST, 64.53 FEET; 10) NORTH 78°18'13" EAST, 63.60 FEET; 11) SOUTH 67°31'53" EAST, 150.30 FEET; 12) NORTH 27°54'01" EAST, 2.25 FEET; 13) SOUTH 63°34'52" EAST, 76.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID BULKHEAD THE FOLLOWING COURSES: 1) SOUTH 63°34'52" EAST, 217.13 FEET ; 2) SOUTH 68°57'26" EAST, 214.62 FEET; 15) SOUTH 06°23'08" EAST, 1.79 FEET; 3) SOUTH 59°47'29" WEST, 72.11 FEET; 4) SOUTH 39°36'26" EAST, 67.83 FEET; 5) NORTH 54°53'59" EAST, 70.90 FEET; 6) SOUTH 35°37'46" EAST, 71.43 FEET; 7) SOUTH 12°20'53" EAST, 24.82 FEET; 8) SOUTH 10°25'04" EAST, 21.99 ; 9) SOUTH 29°37'36" EAST, 16.43 FEET, TO THE END OF SAID CONCRETE BULKHEAD; THENCE SOUTHWESTERLY, ALONG THE MEAN HIGH WATER LINE OF THE SAN SEBASTIAN RIVER 1,081 FEET MORE OR LESS TO ITS INTERSECTION WITH THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED IN AFOREMENTIONED OFFICIAL RECORDS BOOK 3757, PAGE 1474; THENCE ALONG SAID SOUTH LINE THE FOLLOWING 3 CALLS; 1) SOUTH 53°25'25" WEST, 483.98 FEET; 2) NORTH 39°35'38" WEST, 248.32 FEET; 3) SOUTH 52°47'10" WEST, 153.71 FEET; THENCE NORTH 26°51'17" WEST, DEPARTING LAST SAID LINE AND ALONG THE EASTERLY LINE OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4143, PAGE 863 SAID PUBLIC RECORDS, 638.42 FEET; THENCE SOUTH 63°08'43" WEST, DEPARTING LAST SAID LINE AND ALONG THE NORTHERLY LINE OF THE LAST SAID LANDS, 291.11 FEET TO ITS INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF AFOREMENTIONED ARAPAHO AVENUE; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING CALLS; 1) NORTH 26°52'42" WEST, 205.14; 2) NORTH 68°29'21" WEST, 62.14 FEET; THENCE NORTH 40°25'09" EAST, DEPARTING LAST SAID LINE, 953.91 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 25.67 ACRES MORE OR LESS.

EXHIBIT "B"
Permitted Exceptions

1. Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.
2. Any claim that any portion of the insured land is sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands accreted to such land.
3. Easement recorded in Deed Book 205, Page 211 and Deed Book 206, Page 195, Public Records of St. Johns County, Florida.
4. Easements as set forth in Warranty Deed recorded in Deed Book 181, Page 300, Public Records of St. Johns County, Florida.
5. Easement recorded in Official Records Book 978, Page 1794.
6. Right of Way Easement, Perpetual, No. 21262 by the State of Florida through the Trustees of the Internal Improvement Fund of the State of Florida in favor of the St. Augustine Port, Waterway, and Beach District, established pursuant to chapter 18879, Laws of Florida, 1937, approved by referendum on May 3, 1938.
7. Restrictions, covenants, conditions and easements, as contained in that certain Declaration of Easements, Covenants and Restrictions recorded in Official Records Book 3985, Page 1785; First Amendment recorded in Official Records Book 4143, Page 885 and Second Amendment recorded in Official Records Book 4238, Page 169, Public Records of St. Johns County, Florida; and as may be subsequently amended.
8. Easement as set forth in instrument recorded in Official Records Book 4143, Page 863.
9. Terms and Conditions of that Declaration of Access Easement recorded in Official Records Book 4220, Page 852.
10. Terms and Conditions set forth in Shipyards Development Agreement recorded in Official Records Book 4734, Page 782.
11. Unrecorded City of St. Augustine Submerged Lands Lease by and between the City of St. Augustine, Florida, a municipal corporation (Lessor) and Greenwood Property, LLC (Lessee) dated October 8, 2018.
12. The nature, extent or existence of riparian rights is not insured.
13. Any and all rights of the United States of America over artificially filled lands in what were formerly navigable waters, arising by reason of the United States of America's control over navigable waters in the interest of navigation and commerce, and any conditions contained in any permit authorizing the filling in of such areas.
14. Rights of tenants, as tenants only, under recorded and unrecorded leases.

15. Recorded Notice of Environmental Resource Permit recorded in Official Records Book 4143, Page 410 and Official Records Book 4165, Page 1538, Public Records of St. Johns County, Florida.

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Summary

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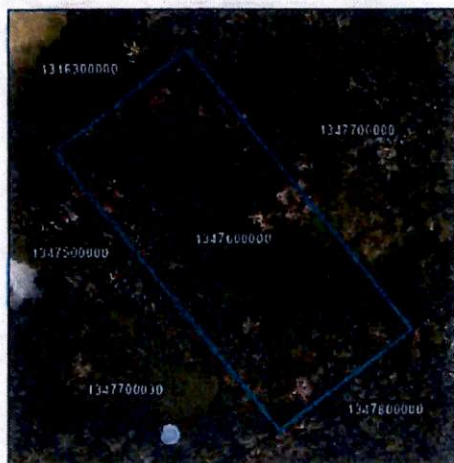


Parcel ID	1347600000
Location Address	1500 ARAPAHO AVE SAINT AUGUSTINE 32084-0000
Neighborhood	Solana Grant Unplatted (691)
Tax Description*	(43-1) SOLANA GRANT SUB PART OF LOT 11 115.5 X 250 FT OR4829/344 <i>*The Description above is not to be used on legal documents</i>
Property Use Code	Vacant Residential (0000)
Subdivision	M Solana Grant Unplatted
Sec/Twp/Rng	40-7-30
District	South Ponte Vedra & US 1 North Area (District 450)
Millage Rate	12.8576
Acreage	0.660
Homestead	N

Owner Information

Owner Name	Windward Shipyard Land Holdings LLC 100%
Mailing Address	404 RIBERIA ST UNIT A SAINT AUGUSTINE, FL 32084-0000

Map



Building Value	
Extra Features Value	
Total Land Value	\$21.:
Agricultural (Assessed) Value	
Agricultural (Market) Value	
Just (Market) Value	\$21.:
Total Deferred	
Assessed Value	\$21.:
Total Exemptions	
Taxable Value	\$21.:

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

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Val
2022	\$0	\$0	\$21,252	\$0	\$0	\$21,252	\$20,872	\$380	\$20,872
2021	\$0	\$0	\$18,975	\$0	\$0	\$18,975	\$18,975	\$0	\$18,975
2020	\$0	\$0	\$18,975	\$0	\$0	\$18,975	\$18,975	\$0	\$18,975
2019	\$20,293	\$308	\$17,710	\$0	\$0	\$38,311	\$38,311	\$0	\$38,311
2018	\$21,005	\$336	\$17,710	\$0	\$0	\$39,051	\$39,051	\$0	\$39,051
2017	\$21,608	\$364	\$17,710	\$0	\$0	\$39,682	\$39,682	\$0	\$39,682
2016	\$20,299	\$392	\$17,078	\$0	\$0	\$37,769	\$37,769	\$0	\$37,769
2015	\$20,626	\$420	\$16,200	\$0	\$0	\$37,246	\$37,246	\$0	\$37,246
2014	\$20,029	\$448	\$16,200	\$0	\$0	\$36,677	\$34,551	\$2,126	\$34,551
2013	\$14,790	\$420	\$16,200	\$0	\$0	\$31,410	\$31,410	\$0	\$31,410
2012	\$15,098	\$420	\$16,200	\$0	\$0	\$31,718	\$31,718	\$0	\$31,718
2011	\$15,715	\$420	\$18,000	\$0	\$0	\$34,135	\$34,135	\$0	\$34,135
2010	\$16,331	\$420	\$20,000	\$0	\$0	\$36,751	\$36,751	\$0	\$36,751

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Vacant Residential	115	250	115	EF	\$21,252

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
11/12/2019	11/7/2019	\$243,800.00	WARRANTY DEED	4829	344	U	I	PELLICER PATRICK A	WINDWARD SHIPYARD LAND HOLDINGS L
1/7/2011	12/8/2010	\$0.00	CORRECTIVE DEED	3396	858	U	I	PELLICER DOROTHEA L	PELLICER PATRICK A
	1/25/2010	\$0.00	CORRECTIVE DEED	3282	345	U	I	PELLICER DOROTHEA L	PELLICER PATRICK A
	1/24/2007	\$0.00	WARRANTY DEED	2860	1735	U	I	PELLICER DOROTHEA L	PELLICER PATRICK A
	1/1/1977	\$0.00		325	106	U	I		PELLICER DOROTHEA L

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

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Summary

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Parcel ID	1347800000
Location Address	ARAPAH0 AVE SAINT AUGUSTINE 32084-0000
Neighborhood	St. Augustine Shipyards (681.15)
Tax Description*	(44) SOLANO GRANT SUB E PT OF LOT 13 OR 4830/71 <i>*The Description above is not to be used on legal documents</i>
Property Use Code	Vacant Residential (0000)
Subdivision	M Solana Grant Uplatted
Sec/Twp/Rng	40-7-30
District	South Ponte Vedra & US 1 North Area (District 450)
Millage Rate	12.8576
Acreage	9.600
Homestead	N

Owner Information

Owner Name Windward Shipyard Land Holdings LLC 100%
Mailing Address 404 RIBERIA ST UNIT A
SAINT AUGUSTINE, FL 32084-0000

Map



Building Value
 Extra Features Value
 Total Land Value
 Agricultural (Assessed) Value
 Agricultural (Market) Value
 Just (Market) Value
 Total Deferred
 Assessed Value
 Total Exemptions
 Taxable Value

\$42
\$1,672

\$1,715

\$1,715

\$1,715

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

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2022	\$0	\$58,277	\$1,672,704	\$0	\$0	\$1,730,981	\$1,730,981	\$0	\$1,730,981
2021	\$0	\$65,682	\$1,672,704	\$0	\$0	\$1,738,386	\$1,738,386	\$0	\$1,738,386
2020	\$0	\$73,088	\$1,672,704	\$0	\$0	\$1,745,792	\$1,745,792	\$0	\$1,745,792
2019	\$0	\$70,646	\$522,720	\$0	\$0	\$593,366	\$436,665	\$156,701	\$436,665
2018	\$0	\$77,249	\$522,720	\$0	\$0	\$599,969	\$396,968	\$203,001	\$396,968
2017	\$0	\$43,686	\$522,720	\$0	\$0	\$566,406	\$360,880	\$205,526	\$360,880
2016	\$0	\$39,566	\$522,720	\$0	\$0	\$562,286	\$328,073	\$234,213	\$328,073
2015	\$0	\$42,500	\$522,720	\$0	\$0	\$565,220	\$298,248	\$266,972	\$298,248
2014	\$0	\$45,432	\$522,720	\$0	\$0	\$568,152	\$271,135	\$297,017	\$271,135
2013	\$0	\$13,206	\$233,280	\$0	\$0	\$246,486	\$246,486	\$0	\$246,486
2012	\$0	\$13,206	\$233,280	\$0	\$0	\$246,486	\$246,486	\$0	\$246,486
2011	\$0	\$13,206	\$259,200	\$0	\$0	\$272,406	\$272,406	\$0	\$272,406
2010	\$0	\$13,206	\$288,000	\$0	\$0	\$301,206	\$301,206	\$0	\$301,206

Extra Feature Information

Code Description	Status	Value
Boat Dock - Excellent (Mix)		22960
Boat Dock - Excellent (Mix)		6048
Boat Dock - Excellent (Mix)		1344
Boat Dock - Excellent (Mix)		10672
Boat Lift - Average (Mix)		1300

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Vacant Residential	0	0	418176	SF	\$1,672,704

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book Page	Qualification	Vacant/Improved	Grantor	Grantee
11/12/2019	11/8/2019	\$3,000,000.00	WARRANTY DEED	<u>4830</u> <u>71</u>	Q	V	LUHRS LINDA M	WINDWARD SHIPYARD LAND HOLDINGS LLC
7/9/2015	6/29/2015	\$100.00	QUIT CLAIM DEED	<u>4055</u> <u>466</u>	U	V	MACDAVITT LLC	LUHRS LINDA M
	2/9/2006	\$1,108,600.00	WARRANTY DEED	<u>2883</u> <u>1232</u>	Q	I	7700 SOUTH TAMAMI TRAIL CORP	LUHRS LINDA M
	10/2/2003	\$730,000.00	WARRANTY DEED	<u>2061</u> <u>1482</u>	U	V	MARLBORO INDUSTRIAL PARK	7700 SOUTH TAMAMI TRAIL CORP
	8/14/2003	\$0.00	OTHER INSTRUMENT	<u>2196</u> <u>1615</u>	U	V	SALT WATER PROPERTIES CORP	MARLBORO INDUSTRIAL PARK
	3/1/1987	\$0.00	QUIT CLAIM DEED	<u>739</u> <u>263</u>	U	V		SALT WATER PROPERTIES CORP
	3/1/1987	\$3,100,000.00	WARRANTY DEED	<u>739</u> <u>255</u>	U	V		

No data available for the following modules: Sales Questionnaire Form, Exemption Information, Building Information, Sketch Information.



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St. Johns County, FL

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Summary

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Parcel ID	1347900000
Location Address	1510 ARAPAHO AVE SAINT AUGUSTINE 32084-0000
Neighborhood	St. Augustine Shipyards (68115)
Tax Description*	(45) SOLANA GRANT SUB LOT 12 & LOT 13 (EX 5AC IN DB186/592 & R/W OF RD & PT LYING N OF RD IN OR276/347) OR4830/71 *The Description above is not to be used on legal documents
Property Use Code	Vacant Residential (0000)
Subdivision	M Solana Grant Uplatted
Sec/Twp/Rng	40-7-30
District	South Ponte Vedra & US 1 North Area (District 450)
Millage Rate	12.8576
Acreage	4.800
Homestead	N

Owner Information

Owner Name	Windward Shipyards Land Holdings LLC 100%
Mailing Address	404 RIBERIA ST UNIT A SAINT AUGUSTINE, FL 32084-0000

Building Value	
Extra Features Value	\$18
Total Land Value	\$836
Agricultural (Assessed) Value	
Agricultural (Market) Value	
Just (Market) Value	\$854
Total Deferred	
Assessed Value	\$854
Total Exemptions	
Taxable Value	\$854

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

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Marked) Value	Ag (Assessed) Value	Just (Marked) Value	Assessed Value	Exempt Value	Taxable Value
2022	\$0	\$19,919	\$836,352	\$0	\$0	\$856,271	\$856,271	\$0	\$856,271
2021	\$0	\$23,032	\$836,352	\$0	\$0	\$859,384	\$859,384	\$0	\$859,384
2020	\$0	\$26,146	\$836,352	\$0	\$0	\$862,498	\$862,498	\$0	\$862,498
2019	\$0	\$27,049	\$261,360	\$0	\$0	\$288,409	\$288,409	\$0	\$288,409
2018	\$0	\$29,917	\$261,360	\$0	\$0	\$291,277	\$283,187	\$8,090	\$283,187
2017	\$0	\$14,759	\$261,360	\$0	\$0	\$276,119	\$257,443	\$18,676	\$257,444
2016	\$0	\$16,149	\$261,360	\$0	\$0	\$277,509	\$234,039	\$43,470	\$234,039
2015	\$0	\$17,538	\$261,360	\$0	\$0	\$278,898	\$212,763	\$66,135	\$212,766
2014	\$0	\$18,927	\$261,360	\$0	\$0	\$280,287	\$193,421	\$86,866	\$193,422
2013	\$0	\$20,317	\$155,520	\$0	\$0	\$175,837	\$175,837	\$0	\$175,837
2012	\$36,664	\$12,985	\$155,520	\$0	\$0	\$205,169	\$205,169	\$0	\$205,169
2011	\$37,527	\$13,213	\$172,800	\$0	\$0	\$223,540	\$223,540	\$0	\$223,540
2010	\$38,390	\$13,441	\$192,000	\$0	\$0	\$243,831	\$243,831	\$0	\$243,831

Code Description	Status	Value
Pole Barn (Mix)		1440
Canopy (Mix)		1210
Boat Dock - Excellent (Mix)		15712

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Vacant Residential	0	0	209088	SF	\$836,352

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
11/12/2019	11/8/2019	\$3,000,000.00	WARRANTY DEED	4830	71	Q	V	LUHRS LINDA M	WINDWARD SHIPYARD LAND HOLDINGS LLC
7/16/2015	6/29/2015	\$100.00	QUIT CLAIM DEED	4058	167	U	V	MACDAVITT LLC	LUHRS LINDA M
7/9/2015	6/29/2015	\$100.00	QUIT CLAIM DEED	4055	466	U	V	MACDAVITT LLC	LUHRS LINDA M
	2/9/2006	\$1,108,600.00	WARRANTY DEED	2683	1259	Q	I	7700 SOUTH TAMiami TRAIL CORPORATION	LUHRS LINDA M
	4/29/2003	\$950,000.00	WARRANTY DEED	1952	447	U	I	ROEHR CLAUS,HELGA	7700 SOUTH TAMiami TRAIL CORPORATION
	4/19/2002	\$11,200.00	QUIT CLAIM DEED	1754	441	U	I	FLA DEPT OF TRANSPORTATION	ROEHR CLAUS,HELGA
	8/1/1989	\$307,500.00	WARRANTY DEED	827	1299	U	I		ROEHR CLAUS,HELGA
	1/1/1978	\$60,000.00		391	421	U	I		

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St. Johns County, FL

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Summary

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Parcel ID	1347700000
Location Address	ARAPAHO AVE SAINT AUGUSTINE 32084-0000
Neighborhood	St. Augustine Shipyards (681.15)
Tax Description*	(43) SOLANA GRANT SUB LOT 11 & MARSH (EX PTS LYING W OF ARAPAHO AVE & LOTS IN DB153/94 & 294 OR12/720 & OR506/592 & EX OR779/1156) OR4939/571 (C/ OR4829/835 <i>*The Description above is not to be used on legal documents</i>
Property Use	Vacant Commercial (1000)
Code	
Subdivision	M Solana Grant Uplatted
Sec/Twp/Rng	40-7-30
District	City of St Augustine (District 452)
Millage Rate	18.9763
Acreage	1.640
Homestead	N

Owner Information

Owner Name	Windward Shipyard Land Holdings LLC 100%
Mailing Address	2999 NE 191 ST STE 800 AVENTURA, FL 33180-0000



Valuation information

Building Value	
Extra Features Value	
Total Land Value	\$234.
Agricultural (Assessed) Value	
Agricultural (Market) Value	
Just (Market) Value	\$234.
Total Deferred	
Assessed Value	\$234.
Total Exemptions	
Taxable Value	\$234.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2022	\$0	\$0	\$234,410	\$0	\$0	\$234,410	\$234,410	\$0	\$234,411
2021	\$0	\$0	\$234,410	\$0	\$0	\$234,410	\$234,410	\$0	\$234,411
2020	\$0	\$0	\$234,410	\$0	\$0	\$234,410	\$234,410	\$0	\$234,411
2019	\$0	\$0	\$65,600	\$0	\$0	\$65,600	\$65,600	\$0	\$65,600
2018	\$0	\$0	\$65,600	\$0	\$0	\$65,600	\$65,600	\$0	\$65,600
2017	\$0	\$0	\$65,600	\$0	\$0	\$65,600	\$65,600	\$0	\$65,600
2016	\$0	\$0	\$78,430	\$0	\$0	\$78,430	\$78,430	\$0	\$78,430
2015	\$0	\$0	\$78,430	\$0	\$0	\$78,430	\$78,430	\$0	\$78,430
2014	\$0	\$0	\$78,430	\$0	\$0	\$78,430	\$78,430	\$0	\$78,430
2013	\$0	\$0	\$78,430	\$0	\$0	\$78,430	\$78,430	\$0	\$78,430
2012	\$0	\$0	\$78,430	\$0	\$0	\$78,430	\$78,430	\$0	\$78,430
2011	\$0	\$0	\$89,124	\$0	\$0	\$89,124	\$89,124	\$0	\$89,124
2010	\$0	\$0	\$106,950	\$0	\$0	\$106,950	\$106,950	\$0	\$106,950

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Vacant Commercial	0	0	56580	SF	\$234,320
Conservation Easements	0	0	0.18	AC	\$90

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
5/8/2020	12/9/2019	\$0.00	CONSERVATION EASEMENT	<u>439</u>	<u>571</u>	U	V	WINDWARD SHIPYARD LAND HOLDINGS LLC	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
11/12/2019	11/8/2019	\$6,000,000.00	WARRANTY DEED	<u>4829</u>	<u>835</u>	Q	V	GREENWOOD PROPERTY LLC	WINDWARD SHIPYARD LAN HOLDINGS LLC
2/1/2019	1/28/2019	\$0.00	ANNEXATION COVENANTS AND RESTRICTIONS	<u>4674</u>	<u>1835</u>	U	V	CITY OF ST AUGUSTINE	SHIPYARD VILLAGE LLC ET9
1/29/2016	1/29/2016	\$0.00	COVENANTS AND RESTRICTIONS	<u>4143</u>	<u>895</u>	U	V	GREENWOOD PROPERTY LLC	SHIPYARD VILLAGE LLC ET9
2/9/2015	1/27/2015	\$0.00	COVENANTS AND RESTRICTIONS	<u>3965</u>	<u>1785</u>	U	V	GREENWOOD PROPERTY LLC	SHIPYARD VILLAGE LLC ET 9
3/20/2014	3/14/2014	\$0.00	WARRANTY DEED	<u>3858</u>	<u>473</u>	U	V	GREENWOOD PROPERTY LLC	ST AUGUSTINE SHIPYARD PROPERTY COMPANY
7/8/2013	7/25/2013	\$0.00	OTHER INSTRUMENT	<u>9999</u>	<u>9999</u>	U	V	ALL SEASONS LLC	GREENWOOD PROPERTY LI
7/8/2013	7/2/2013	\$1,956,900.00	WARRANTY DEED	<u>3552</u>	<u>1474</u>	U	I	LUHR'S CORPORATION	ALL SEASONS LLC
5/13/2004		\$0.00	OTHER INSTRUMENT	<u>2220</u>	<u>1010</u>	U	V	MARLBORO INDUSTRIAL PARK	LUHR'S CORPORATION IMERC

Date	Sale Date	Sale Price	Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
	10/23/2001	\$3,600.00	QUIT CLAIM DEED	1733	1969	U	I	FLA DEPT OF TRANSPORTATION	MARLBORO INDUSTRIAL PAR
	7/1/1990	\$15,000.00	WARRANTY DEED	865	377	U	V		MARLBORO INDUSTRIAL PAR
	6/1/1990	\$56,000.00	WARRANTY DEED	865	374	U	V		
	12/1/1989	\$0.00		840	688	U	I		
	4/1/1986	\$0.00		702	525	U	I		
	4/1/1986	\$0.00		701	278	U	I		

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Parcel ID	1346000000
Location Address	ARAPAHO AVE SAINT AUGUSTINE 32084-0000
Neighborhood	St. Augustine Shipyards (681.15)
Tax Description*	(32) SOLANA GRANT SUB NE'LY 1,000 FT OF LOT 9 (EX PT IN OR4143/863) & (EX PT IN OR5465/688) OR4829/835 <i>*The Description above is not to be used on legal documents</i>
Property Use Code	Vacant Commercial (1000)
Subdivision	M Solana Grant Uplatted
Sec/Twp/Rng	40-7-30
District	City of St Augustine (District 452)
Millage Rate	18.9763
Acreage	4.300
Homestead	N

Owner Information

Owner Name	Windward Shipyard Land Holdings LLC 100%
Mailing Address	2999 NE 191 ST STE 800 AVENTURA, FL 33180-0000

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Parcel ID	1343900010
Location	ICE PLANT RD
Address	SAINT AUGUSTINE 32084-0000
Neighborhood	St. Augustine Shipyards (681.15)
Tax Description*	30-1 SOLANA GRANT SUB PT OF LOT 4 400 X 170FT LOTS 2 THRU 5 OF AN UNREC PLAT & VACA PT OF ICE PLANT RD PER OR974/983 (EX PT IN OR4143/863) & (EX PT IN OR5465/688) OR4829/835
	<i>*The Description above is not to be used on legal documents</i>
Property Use Code	Vacant Commercial (1000)
Subdivision	M Solana Grant Uplatted
Sec/Twp/Rng	40-7-30
District	City of St Augustine (District 452)
Millage Rate	18.9763
Acreage	0.160
Homestead	N

Owner Information

Owner Name	Windward Shipyard Land Holdings LLC 100%
Mailing Address	2999 NE 191 ST STE 800 AVENTURA, FL 33180-0000

Building Value
Extra Features Value
Total Land Value
Agricultural (Assessed) Value
Agricultural (Market) Value
Just (Market) Value
Total Deferred
Assessed Value
Total Exemptions
Taxable Value

2
\$27.
\$27.
\$27.
\$27.

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Marketed) Value	Ag (Assessed) Value	Just (Marketed) Value	Assessed Value	Exempt Value	Taxable Value
2022	\$0	\$0	\$272,000	\$0	\$0	\$272,000	\$272,000	\$0	\$272,000
2021	\$0	\$0	\$272,000	\$0	\$0	\$272,000	\$272,000	\$0	\$272,000
2020	\$0	\$0	\$272,000	\$0	\$0	\$272,000	\$272,000	\$0	\$272,000
2019	\$0	\$0	\$136,000	\$0	\$0	\$136,000	\$102,850	\$33,150	\$102,850
2018	\$0	\$0	\$136,000	\$0	\$0	\$136,000	\$93,500	\$42,500	\$93,500
2017	\$0	\$0	\$85,000	\$0	\$0	\$85,000	\$85,000	\$0	\$85,000
2016	\$0	\$0	\$85,000	\$0	\$0	\$85,000	\$85,000	\$0	\$85,000
2015	\$0	\$0	\$85,000	\$0	\$0	\$85,000	\$85,000	\$0	\$85,000
2014	\$0	\$0	\$85,000	\$0	\$0	\$85,000	\$85,000	\$0	\$85,000
2013	\$0	\$0	\$85,000	\$0	\$0	\$85,000	\$85,000	\$0	\$85,000
2012	\$0	\$0	\$85,000	\$0	\$0	\$85,000	\$85,000	\$0	\$85,000
2011	\$0	\$0	\$102,000	\$0	\$0	\$102,000	\$102,000	\$0	\$102,000
2010	\$0	\$0	\$115,600	\$0	\$0	\$115,600	\$115,600	\$0	\$115,600

Use Description	Depth	Total Land Units	Unit Type	Land Value
Front	170	6970	SF	\$27,880
Vacant Commercial	400			

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
11/12/2019	11/8/2019	\$6,000,000.00	WARRANTY DEED	<u>4829</u>	<u>835</u>	Q	V	GREENWOOD PROPERTY LLC	WINDWARD SHIPYARD LAND HOLDINGS LLC
2/1/2019	1/28/2019	\$0.00	ANNEXATION COVENANTS AND RESTRICTIONS	<u>4674</u>	<u>1835</u>	U	V	CITY OF ST AUGUSTINE	SHIPYARD VILLAGE LLC ET AL
2/9/2015	1/27/2015	\$0.00	OTHER INSTRUMENT	<u>3985</u>	<u>1785</u>	U	V	GREENWOOD PROPERTY LLC	GREENWOOD PROPERTY LLC
7/8/2013	7/25/2013	\$0.00	WARRANTY DEED	<u>9999</u>	<u>9999</u>	U	V	ALL SEASONS LLC	GREENWOOD PROPERTY LLC
7/8/2013	7/27/2013	\$1,956,900.00	OTHER INSTRUMENT	<u>3757</u>	<u>1474</u>	U	I	LUHR'S CORPORATION	ALL SEASONS LLC
	5/13/2004	\$0.00	OTHER INSTRUMENT	<u>2220</u>	<u>1010</u>	U	V	MARLBORO INDUSTRIAL PARK	LUHR'S CORPORATION IMERGE
	10/23/2001	\$3,600.00	QUIT CLAIM DEED	<u>1733</u>	<u>1969</u>	U	I	FLA DEPT OF TRANSPORTATION	MARLBORO INDUSTRIAL PARK
	7/1/1990	\$0.00	CORRECTIVE DEED	<u>870</u>	<u>55</u>	U	V		MARLBORO INDUSTRIAL PARK
	7/1/1990	\$150,000.00	PERSONAL REP	<u>864</u>	<u>369</u>	U	V		
	4/1/1982	\$0.00		<u>535</u>	<u>104</u>	U	V		
	4/1/1982	\$0.00		<u>535</u>	<u>103</u>	U	V		

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Summary

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Parcel ID	1344100000
Location Address	ICE PLANT RD SAINT AUGUSTINE 32084-0000
Neighborhood	St. Augustine Shipyards (681.15)
Tax Description*	(31) SOLANA GRANT SUB PART OF LOT 4 OR4829/835 *The Description above is not to be used on legal documents
Property Use Code	Vacant Commercial (1000)
Subdivision	M Solana Grant Uplatted
Sec/Twp/Rng	40-7-30
District	City of St Augustine (District 452)
Millage Rate	18.9763
Acreage	1.880
Homestead	N

Owner Information

Owner Name	Windward Shipyards Land Holdings LLC 100%
Mailing Address	2999 NE 191 ST STE 800 AVENTURA, FL 33180-0000

11

Building Value	
Extra Features Value	
Total Land Value	\$327.
Agricultural (Assessed) Value	
Agricultural (Market) Value	
Just (Market) Value	\$327.
Total Deferred	
Assessed Value	\$327.
Total Exemptions	
Taxable Value	\$327.

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

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Va
2022	\$0	\$0	\$327,548	\$0	\$0	\$327,548	\$327,548	\$0	\$327,541
2021	\$0	\$0	\$327,548	\$0	\$0	\$327,548	\$327,541	\$0	\$327,541
2020	\$0	\$0	\$327,548	\$0	\$0	\$327,548	\$327,548	\$0	\$327,541
2019	\$0	\$0	\$163,774	\$0	\$0	\$163,774	\$123,854	\$39,920	\$123,851
2018	\$0	\$0	\$163,774	\$0	\$0	\$163,774	\$112,595	\$51,179	\$112,595
2017	\$0	\$0	\$102,359	\$0	\$0	\$102,359	\$102,359	\$0	\$102,351
2016	\$0	\$0	\$102,359	\$0	\$0	\$102,359	\$102,359	\$0	\$102,359
2015	\$22,023	\$819	\$102,359	\$0	\$0	\$125,201	\$125,201	\$0	\$125,201
2014	\$21,597	\$819	\$102,359	\$0	\$0	\$124,775	\$124,775	\$0	\$124,775
2013	\$20,178	\$11,719	\$102,359	\$0	\$0	\$134,256	\$134,256	\$0	\$134,256
2012	\$20,178	\$11,719	\$102,359	\$0	\$0	\$134,256	\$134,256	\$0	\$134,256
2011	\$22,868	\$11,719	\$122,830	\$0	\$0	\$157,417	\$157,417	\$0	\$157,417
2010	\$26,903	\$11,719	\$139,208	\$0	\$0	\$177,830	\$177,830	\$0	\$177,830

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Vacant Commercial	0	0	81887	SF	\$327,548

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
11/12/2019	11/8/2019	\$6,000,000.00	WARRANTY DEED	<u>4829</u>	<u>835</u>	Q	V	GREENWOOD PROPERTY LLC	WINDWARD SHIPYARD LAND HOLDINGS LLC
2/1/2019	1/28/2019	\$0.00	ANNEXATION COVENANTS AND RESTRICTIONS	<u>4674</u>	<u>1835</u>	U	V	CITY OF ST AUGUSTINE	SHIPYARD VILLAGE LLC ETAL
1/29/2016	1/29/2016	\$0.00	COVENANTS AND RESTRICTIONS	<u>4143</u>	<u>885</u>	U	V	GREENWOOD PROPERTY LLC	SHIPYARD VILLAGE LLC ETAL
2/9/2015	1/27/2015	\$0.00	COVENANTS AND RESTRICTIONS	<u>3965</u>	<u>1785</u>	U	I	GREENWOOD PROPERTY LLC	SHIPYARD VILLAGE LLC ET AL
7/25/2013	7/25/2013	\$0.00	OTHER INSTRUMENT	<u>9999</u>	<u>9999</u>	U	I	ALL SEASONS LLC	GREENWOOD PROPERTY LLC
7/8/2013	7/2/2013	\$1,956,900.00	WARRANTY DEED	<u>3757</u>	<u>1414</u>	U	I	LUHR'S CORPORATION	ALL SEASONS LLC
5/13/2004	5/13/2004	\$0.00	OTHER INSTRUMENT	<u>2220</u>	<u>1010</u>	U	I	MARLBORO INDUSTRIAL PARK	LUHR'S CORPORATION (MERGE
8/14/2003	8/14/2003	\$0.00	OTHER INSTRUMENT	<u>2156</u>	<u>1615</u>	U	V	SALT WATER PROPERTIES CORP	MARLBORO INDUSTRIAL PARK
3/1/1987	3/1/1987	\$0.00		<u>729</u>	<u>263</u>	U	I		SALT WATER PROPERTIES COR
3/1/1987	3/1/1987	\$0.00		<u>729</u>	<u>255</u>	U	I		
01/11/2002	01/11/2002	\$0.00		<u>409</u>	<u>883</u>	U	I		

Date	Sale Date	Sale Price	Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
	1/1/1979	\$0.00		411	223	U	I		

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St. Johns County, FL

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Sales Questionnaire Form

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Summary

No Image Available

Parcel ID	1346500000
Location Address	ARAPAHO AVE SAINT AUGUSTINE 32084-0000
Neighborhood	St. Augustine Shipyards (681.15)
Tax Description*	(33-1) SOLANA GRANT SUB E340.8 FT OF LOT 10 & MARSH LYING E OF LOT 10 TO CENTER OF RIVER & PT OF LOT 11 250 X 250 FT OR 4939/571 (C/E) & OR 4829/835 *The Description above is not to be used on legal documents
Property Use Code	Vacant Commercial (1000)
Subdivision	M Solana Grant Uplatted
Sec/Twp/Rng	19-7-30
District	City of St Augustine (District 452)
Millage Rate	18.9763
Acreage	7.400
Homestead	N

Owner Information

Owner Name	<u>Windward Shipyard Land Holdings LLC 100%</u>
Mailing Address	2999 NE 191 ST STE 800 AVENTURA, FL 33180-0000



Valuation Information

Building Value
Extra Features Value
Total Land Value
Agricultural (Assessed) Value
Agricultural (Market) Value
Just (Market) Value
Total Deferred
Assessed Value
Total Exemptions
Taxable Value

21

\$1,160,
\$1,160,
\$1,160,
\$1,160,

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

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Val
2022	\$0	\$0	\$1,160,490	\$0	\$0	\$1,160,490	\$1,160,490	\$0	\$1,160.49
2021	\$0	\$0	\$1,160,490	\$0	\$0	\$1,160,490	\$1,160,490	\$0	\$1,160.49
2020	\$0	\$0	\$1,160,490	\$0	\$0	\$1,160,490	\$1,160,490	\$0	\$1,160.49
2019	\$0	\$0	\$189,350	\$0	\$0	\$189,350	\$189,350	\$0	\$189.35
2018	\$0	\$0	\$189,350	\$0	\$0	\$189,350	\$189,350	\$0	\$189.35
2017	\$0	\$0	\$189,350	\$0	\$0	\$189,350	\$185,892	\$3,458	\$185.89
2016	\$0	\$0	\$189,350	\$0	\$0	\$189,350	\$168,993	\$20,357	\$168.99
2015	\$0	\$0	\$153,630	\$0	\$0	\$153,630	\$153,630	\$0	\$153.63
2014	\$0	\$0	\$153,630	\$0	\$0	\$153,630	\$153,630	\$0	\$153.63
2013	\$0	\$0	\$153,630	\$0	\$0	\$153,630	\$153,630	\$0	\$153.63
2012	\$0	\$0	\$153,630	\$0	\$0	\$153,630	\$153,630	\$0	\$153.63
2011	\$0	\$0	\$170,550	\$0	\$0	\$170,550	\$170,550	\$0	\$170.55
2010	\$0	\$0	\$189,350	\$0	\$0	\$189,350	\$189,350	\$0	\$189.35

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Vacant Commercial	0	0	290110	SF	\$1,160,440
Conservation Easements	0	0	0.1	AC	\$50

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
5/8/2020	12/9/2019	\$0.00	CONSERVATION EASEMENT	<u>4939</u>	<u>571</u>	U	V	WINDWARD SHIPYARD LAND HOLDINGS LLC	ST JOHNS RIVER WATER MANAGEMENT DISTRICT
11/12/2019	11/8/2019	\$6,000,000.00	WARRANTY DEED	<u>4829</u>	<u>835</u>	Q	V	GREENWOOD PROPERTY LLC	WINDWARD SHIPYARD LAND HOLDINGS LLC
2/1/2019	1/28/2019	\$0.00	ANNEXATION	<u>4674</u>	<u>1835</u>	U	V	CITY OF ST AUGUSTINE	ST AUGUSTINE SHIPYARD PROPERTY COMPANY
2/9/2015	1/27/2015	\$0.00	COVENANTS AND RESTRICTIONS	<u>3985</u>	<u>1785</u>	U	V	GREENWOOD PROPERTY LLC	SHIPYARD VILLAGE LLC
3/20/2014	3/14/2014	\$100.00	WARRANTY DEED	<u>3858</u>	<u>473</u>	U	V	GREENWOOD PROPERTY LLC	GREENWOOD PROPERTY LLC
7/25/2013	7/25/2013	\$0.00	OTHER INSTRUMENT	<u>9999</u>	<u>9999</u>	U	V	ALL SEASONS LLC	ALL SEASONS LLC
7/8/2013	7/2/2013	\$1,956,900.00	WARRANTY DEED	<u>3757</u>	<u>1474</u>	U	I	LUHRS CORPORATION	LUHRS CORPORATION (MERG
5/13/2004	5/13/2004	\$0.00	OTHER INSTRUMENT	<u>2220</u>	<u>1010</u>	U	V	MARLBORO INDUSTRIAL PARK	MARLBORO INDUSTRIAL PARK
8/14/2003	8/14/2003	\$0.00	OTHER INSTRUMENT	<u>2196</u>	<u>1615</u>	U	V	SALT WATER PROPERTIES CORP	MARLBORO INDUSTRIAL PARK
3/1/1987	3/1/1987	\$0.00		<u>739</u>	<u>263</u>	U	V		SALT WATER PROPERTIES CO

no data available for the following modules: exemption information, building information, sketch information, CAD feature information

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

[Last Data Upload: 11/30/2022, 1:34:49 AM](#)



Apply for Exemptions

Sales Questionnaire Form

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

2022 TRIM Notice

Summary

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



Parcel ID 1343400000
 Location DIESEL RD
 Address SAINT AUGUSTINE 32084-0000
 Neighborhood St. Augustine Shipyards (681.15)
 Tax (12 & 13) SOLANO GRANT SUB - N295FT OF LOT 4 & ALL LOT 5 LYING E OF CO RD & VACA PT OF ICE PLANT RD PER OR974/983 & PT OF VAC ROW DIESEL RD PER SJC RES
 Description* 2022-40 (EX PT IN OR4143/863) & (EX PT IN OR5465/688) DB198/420 & DB206/187 OR9/204 & 207 OR4829/835
 *The Description above is not to be used on legal documents.
 Property Use Vacant Commercial (1000)
 Code
 Subdivision M Solana Grant Uplatted
 Sec/Twp/Rng 40-7-30
 District City of St Augustine (District 452)
 Millage Rate 18.9763
 Acreage 4.870
 Homestead N

Owner Information

Owner Name [Windward Shipyard Land Holdings LLC](#) 100%
 Mailing Address 2999 NE 191 ST STE 800
 AVENTURA, FL 33180-0000

Building Value
Extra Features Value
Total Land Value
Agricultural (Assessed) Value
Agricultural (Market) Value
Just (Market) Value
Total Deferred
Assessed Value
Total Exemptions
Taxable Value

\$68,
\$848,
\$917,
\$917,
\$917.

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

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Marked) Value	Ag (Assessed) Value	Just (Marked) Value	Assessed Value	Exempt Value	Taxable Val
2022	\$0	\$62,071	\$1,139,880	\$0	\$0	\$1,201,951	\$1,201,951	\$0	\$1,201.95
2021	\$0	\$1,139,880	\$1,139,880	\$0	\$0	\$1,206,089	\$1,206,089	\$0	\$1,206.08
2020	\$0	\$65,135	\$1,139,880	\$0	\$0	\$1,205,015	\$1,205,015	\$0	\$1,205.01
2019	\$0	\$48,221	\$569,940	\$0	\$0	\$618,161	\$496,657	\$121,504	\$496.65
2018	\$0	\$51,235	\$569,940	\$0	\$0	\$621,175	\$451,506	\$169,669	\$451.50
2017	\$0	\$54,248	\$356,212	\$0	\$0	\$410,460	\$394,316	\$16,144	\$394.31
2016	\$75,330	\$2,257	\$356,212	\$0	\$0	\$433,799	\$433,799	\$0	\$433.79
2015	\$75,330	\$2,257	\$356,212	\$0	\$0	\$433,799	\$433,799	\$0	\$433.79
2014	\$108,882	\$10,283	\$356,212	\$0	\$0	\$475,377	\$475,377	\$0	\$475.37
2013	\$242,014	\$72,809	\$436,004	\$436,004	\$340,629	\$655,452	\$655,452	\$0	\$655.45
2012	\$258,457	\$72,809	\$436,004	\$436,004	\$340,629	\$671,895	\$671,895	\$0	\$671.89
2011	\$278,610	\$72,809	\$484,449	\$484,449	\$340,629	\$692,048	\$692,048	\$0	\$692.04
2010	\$293,973	\$72,809	\$484,449	\$484,449	\$340,629	\$707,411	\$707,411	\$0	\$707.41

Code	Description
100	Bulkhead - Average (Mix)

Status	Value

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Vacant Commercial	0	0	212137	SF	\$848,548

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
9/8/2022	2/1/2022	\$0.00	VACATION OF R/W	<u>5630</u>	<u>1624</u>	U	V	BOARD OF COUNTY COMMISSIONERS	WINDWARD SHIPYARD LAN HOLDINGS LLC
11/12/2019	11/8/2019	\$6,000,000.00	WARRANTY DEED	<u>4822</u>	<u>835</u>	Q	V	GREENWOOD PROPERTY LLC	WINDWARD SHIPYARD LAN HOLDINGS LLC
2/1/2019	1/28/2019	\$0.00	ANNEXXATION COVENANTS AND RESTRICTIONS	<u>4674</u>	<u>1835</u>	U	V	CITY OF ST AUGUSTINE	SHIPYARD VILLAGE LLC ET AL
1/29/2016	1/29/2016	\$0.00	COVENANTS AND RESTRICTIONS	<u>4143</u>	<u>885</u>	U	V	GREENWOOD PROPERTY LLC	SHIPYARD VILLAGE LLC ET AL
2/9/2015	1/27/2015	\$0.00	COVENANTS AND RESTRICTIONS	<u>3985</u>	<u>1785</u>	U	I	GREENWOOD PROPERTY LLC	SHIPYARD VILLAGE LLC ET AL
7/25/2013	7/25/2013	\$0.00	OTHER INSTRUMENT	<u>9999</u>	<u>9099</u>	U	I	ALL SEASONS LLC	GREENWOOD PROPERTY LLC
7/8/2013	7/2/2013	\$1,956,900.00	WARRANTY DEED	<u>3757</u>	<u>1474</u>	U	I	LUHR'S CORPORATION	ALL SEASONS LLC

No data available for the following modules: Exemption information, Building information, Sketch information.

[User Privacy Policy](#)
[GDPR Privacy Notice](#)

[Last Data Upload: 11/30/2022, 1:34:49 AM](#)





John P. Regan, PE
City Manager
City of St. Augustine
P.O.Box 210
St. Augustine, FL 32085

December 5, 2022

Re: Shipyard Single Family Annexation Engineering Report
Maverick Project No.2213

Mr. Regan,

On behalf of our client, Windward Shipyard Land Holdings, LLC, please see details below on the current capacity for the Shipyard PUD consisting of a 55 lot Single-Family development and associated amenities located on Parcel numbers 1347600000, 1347700000, 1347800000, 1347900000, and 1346500000 within St. Johns County, Florida. Capacity and availability are subject to City and other respective municipality's review and approval of Engineering Plans, Specifications, Standards and Details, including all installation and testing.

WATER CAPACITY AND AVAILABILITY

Per the attached City of St. Augustine Statement of Water/Sewer Availability letter, there is domestic and landscape irrigation water capacity and availability, as well as fire protection/sprinkler service for the development of the Shipyard PUD. The 6" PVC water line in the Arapaho Avenue right-of-way will be the point of connection for water for the development, see attached map for existing utility location.

WASTEWATER CAPACITY AND AVAILABILITY

Per the attached City of St. Augustine Statement of Water/Sewer Availability letter, there is sanitary sewer capacity and availability for the development via line extension by the developer. The force main in the south side of the Arapaho Avenue right-of-way will be the point of connection for wastewater for the development, see attached map for existing utility location.

TRANSPORTATION CAPACITY AND AVAILABILITY

Per the Traffic Impact Statement prepared by Chindalur Traffic Solutions Inc, there is sufficient capacity within the existing traffic conditions to operate at LOS D or better under the year 2025 build-out conditions of the proposed development.

If you have any questions concerning this correspondence, or if Maverick can serve you in any other way, please do not hesitate to contact me.

Respectfully submitted,
Maverick Engineering

Cydney C. Maksymow

Cydney C. Maksymow, P.E.
Project Manager



City of St. Augustine
STATEMENT OF WATER / SEWER AVAILABILITY
*** PRELIMINARY STATEMENT ***
RESIDENTIAL SUBDIVISION PROJECT



Public Works Department ▪ City Hall, 75 King Street, Lobby B - 4th Floor ▪ PO Box 210 ▪ St. Augustine, FL 32085-0210
www.CityStAug.com ▪ Phone: (904) 825-1040 ▪ Fax: (904) 209-4286 ▪ Email: UtilConnect@CityStAug.com

Subject Property of this Availability Statement:		Outside City Limits
Street Address: Various	Project: Single Family Subdivision	Additional Description: 56 SFR with amenity
Parcel #(s): 134760-0000, 134780-0000, 134790-0000		
Reason for Request: Construction - NEW Development		

Applicant:			
Name: Karl Masters		Business: Windward Marina Group	
Mailing Address: 404 Riberia Street		Email: karl@mywindward.com	Phone: (904) 207-9491
City: St. Augustine		State: Florida	Zip Code: 32084

WATER Availability – Domestic (potable) & Landscape Irrigation:			
Availability Determination: AVAILABLE		Service Location: Refer to attached City Utility Map for possible connection points	
# Services: TBD	# Services:	# Services:	# Services:
Size:	Size:	Size:	Size:
Use:	Use:	Use:	Use:
Utility Work BY DEVELOPER's CONTRACTOR(s): Responsible for ALL aspects of Utility Construction & Plumbing per City-Approved Civil Engineering Plans, Specifications, Standards & Details, including all applicable Backflow prevention installation and testing			
Utility Work BY CITY UTILITY CREW: SET water meters in meter boxes FULLY constructed by Developer's Contractor			

WATER Availability – Fire Protection / Sprinkler Service:			
Availability Determination: AVAILABLE; Order FLOW TEST to Determine Existing Flow		Service Location: Refer to attached City Utility Map for possible connection points	
# Services: TBD	# Services:	Utility Work BY DEVELOPER's CONTRACTOR(s): Responsible for ALL aspects of Utility Construction & Plumbing per City-Approved Civil Engineering Plans, Specifications, Standards & Details	
Size:	Size:		
Use:	Use:		
Utility Work BY CITY UTILITY CREW: INSPECTION ONLY			

SANITARY SEWER Availability:			
Availability Determination: AVAILABLE by Line Extension(s) by Developer		Service Location: Refer to attached City Utility Map for possible connection points	
# Services: TBD	# Services:	Maintenance of Sewer Collection System: TBD	
Type:	Type:		
Utility Work BY DEVELOPER's CONTRACTOR(s): Responsible for ALL aspects of Utility Construction & Plumbing per City-Approved Civil Engineering Plans, Specifications, Standards & Details			
Utility Work BY CITY UTILITY CREW: INSPECTION ONLY			

Statement Date: **7/7/2021**

Subject Property: **1500-1510 Arapahoe Ave**
Statement of Availability is not valid and complete without all pages.

Page 1 of 3



City of St. Augustine
STATEMENT OF WATER / SEWER AVAILABILITY
*** PRELIMINARY STATEMENT ***
RESIDENTIAL SUBDIVISION PROJECT



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www.CityStAug.com • Phone: (904) 825-1040 • Fax: (904) 209-4286 • Email: UtilConnect@CityStAug.com

Statement Date: 7/7/2021

VOID AFTER: 9/30/2021

Availability

Signature:

Verified By:

Name: Daniel Borrer

Title: Development & Utility Coordinator

Preliminary & Estimated - INFRASTRUCTURE UTILITY FEES

For: Rough Estimate Based on Information Provided

Payment Due: After City Plan Approval; Prior to and Within 6 Months of City Pre-Construction Meeting

Fees per City Code:	Water	Sewer	Total
Gallons Per Day	TBD GPD	TBD GPD	
Flow-Based Fees	TBD	TBD	\$ 0.00
Northwest Forcemain		N/A	\$ 0.00
Meter / Connection	TBD	TBD	\$ 0.00
Tap Fees	TBD	TBD	\$ 0.00
Inspection Fees	TBD	TBD	\$ 0.00
Other Charges *	N/A	N/A	\$ 0.00
Total	\$ 0.00	\$ 0.00	\$ 0.00

FOR CITY USE ONLY

Account Code	Amount	Account Code	Amount
WTRCON:	\$ 0.00	WTRTAP:	\$ 0.00
SWRCON:	\$ 0.00	SWRTAP:	\$ 0.00
INDUST:	\$ 0.00	U-MISC:	\$ 0.00
Total: \$ 0.00			

Additional Information (If applicable):

Common area / Amenity Capacity Reservation cost will be shown above if applicable. The Gray box below provides each individual Lot's Capacity Reservation, meter, and inspection fees, to be paid separately prior to building permits.

Informational Only - UNIT FLOW & CONNECTION FEES
(Subject to Change with each City Fiscal Year)

For: 1 Residential Unit with City Water Meter

Payment Due: Prior to Building Permit for Each House; Apply Separately; Meters will be Installed for Paid Units Following City Acceptance of Utility Construction

Fees per City Code:	Water	Sewer	Total
Gallons Per Day	300 GPD	210 GPD	
Flow-Based Fees	\$2,232.00	\$1,667.00	\$3,899.00
Northwest Forcemain		N/A	\$ 0.00
Meter / Connection	\$420.00	\$360.00	\$ 780.00
Restoration Fees	By Developer	By Developer	\$ 0.00
Permit Fees	By Developer	By Developer	\$ 0.00
Total	\$2,652.00	\$2,027.00	\$4,679.00

PAYMENT:

This Statement becomes VOID after 5:00 PM on "VOID AFTER" date, unless plans are approved by City and fees are paid prior to this date. Statement is not a commitment for utility service. Full fee payment establishes utility commitment.

Payment Options

1. In person. Cash, check, credit card (Visa/Mastercard). City Hall - 75 King Street - Public Works - Elevator B - 4th Floor.
2. By mail. Check payable to City of St. Augustine. Send to: City Public Works Department - PO Box 210 - St. Augustine, Florida 32085-0210. Clearly reference "Utility Fees" and the Project Name on the check.

Statement Date: 7/7/2021

Subject Property: 1500-1510 Arapahoe Ave
 Statement of Availability is not valid and complete without all pages.

Page 2 of 3



City of St. Augustine
STATEMENT OF WATER / SEWER AVAILABILITY
*** PRELIMINARY STATEMENT ***
RESIDENTIAL SUBDIVISION PROJECT



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www.CityStAug.com ▪ Phone: (904) 825-1040 ▪ Fax: (904) 209-4286 ▪ Email: UtilConnect@CityStAug.com

ALL CHECKED ITEMS APPLY TO THIS STATEMENT:

Read the following checked items carefully and retain this document for future reference.

- ☒ This is a Preliminary Statement based solely on information provided by applicant without benefit of City-approved construction plans. The City currently has uncommitted water/wastewater capacity available.
- ☒ A conclusive, final Statement will be provided and fees may be paid after construction plans are approved by City Public Works Department. Refer to attached Connection Fee Payment Policy for more information.
- ☒ Refer to the attached existing City utility information for project planning purposes. Utility mains and meter sizes must be determined by developer's professional consultants with applicable calculations provided to City for review.
- ☒ A City Public Works permit will be required for this project. Refer to City Public Works website for information, application forms, fee schedules, permitting process and construction requirements. (www.CityStAug.com)
- ☒ Developer's civil engineer is encouraged to schedule one no-charge 30-minute pre-application meeting with Public Works staff for review of preliminary design plans. Contact City Public Works Permit Technician to schedule and with questions related to permitting forms, requirements and process: (904) 209-4375 or PWPermits@citystaug.com
- ☒ Developer is responsible for all land surveying, testing, design, permits, approvals, construction, materials, restoration and costs. Following City acceptance of utilities, City will own and maintain domestic water lines up to and including meter assemblies; fire protection taps; public fire hydrants; and sanitary sewer manholes, mains and service lines up to first cleanout on lateral. Developer is responsible for protecting utilities during all construction activities. City will not be responsible for damage. Repair costs incurred by City may be charged back to developer.
- ☒ The City will inspect construction by developer's Florida licensed underground utility contractor who must obtain performance and maintenance bonds in favor of the City in accordance with City bond requirements (copy attached for reference). Developer, consultants and contractors must adhere to current City Construction and Dedication Requirements in effect at time of construction (copy attached for reference). Utilities not constructed to City standards and specifications will not be placed in service.

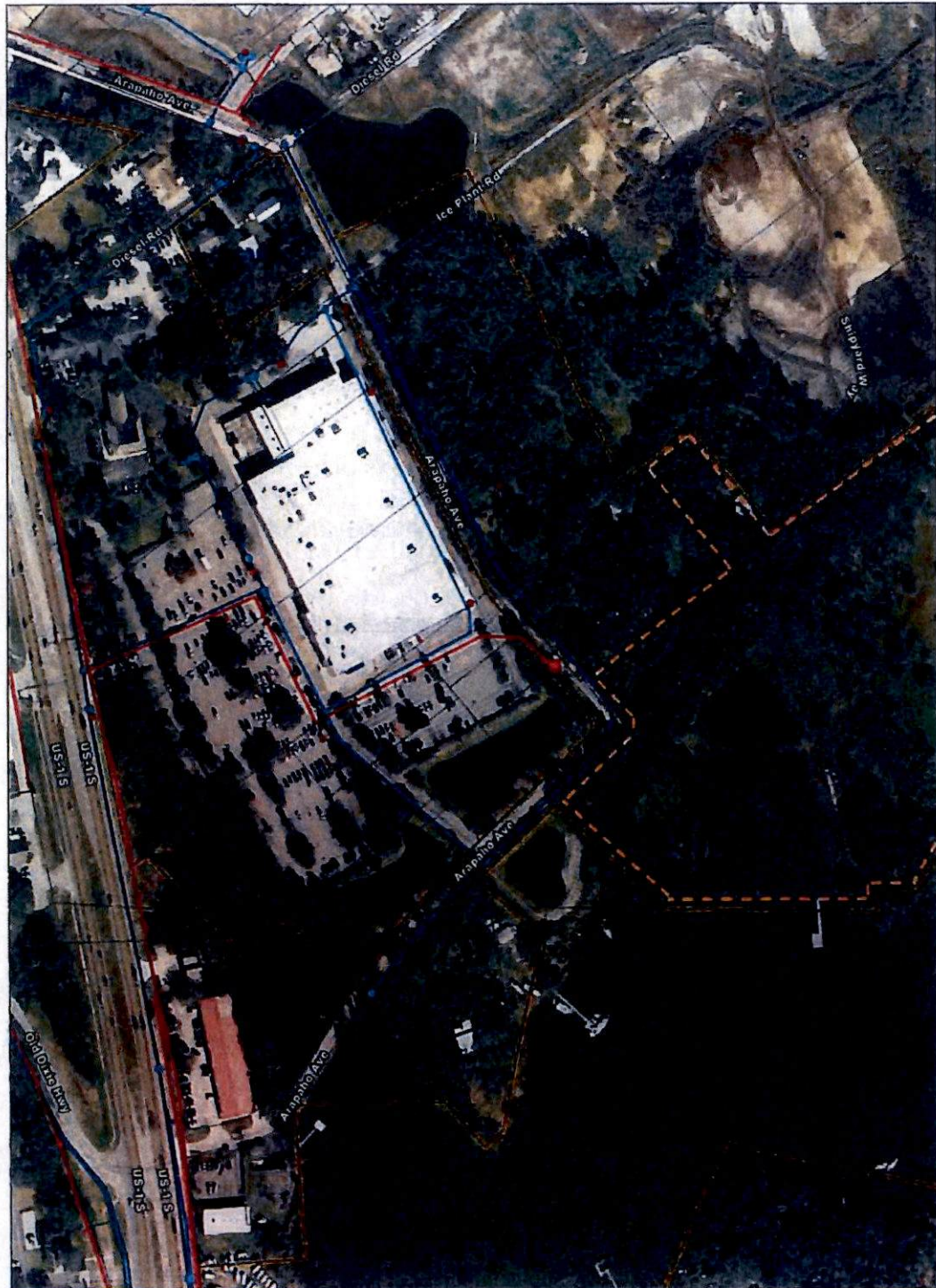
Additional Comments by City Reviewer:

XC:

John P. Regan, P. E., City Manager
Reuben C. Franklin, Jr., P. E., Public Works Director
Kelly Schley, SJC DRC, kschley@sjcfl.us

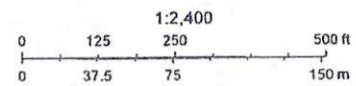
Jake Torres, Tower Construction Mgmt,
jake@towerconstructionmgmt.com
Chris Simon, Finvarb Group, chris@finvarb.com

GIS -1500-1510 Arapahoe Ave



7/7/2021, 10:11:07 AM

- | | | |
|--|--|---|
| <ul style="list-style-type: none"> Address - Parcels Sewer - ssLiftStation Sewer - ssLateralLine Sewer - ssPressurizedMain <all other values> Water - wHydrant Water - wServiceConnection | <ul style="list-style-type: none"> Water - wSystemValve Water - wServiceLine WSERVICE WFIRELIN WHYDLIN Water - wMain 4" Polyvinyl Chloride 6" Polyvinyl Chloride | <ul style="list-style-type: none"> 8" Polyvinyl Chloride 10" Polyvinyl Chloride 10" Cast Iron 12" Polyvinyl Chloride Infrastructure Service Areas City Limits |
|--|--|---|



Source: Esri, Maxar, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community
 Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, OpenStreetMap contributors, and the GIS User Community

Web AppBuilder for ArcGIS



City of St. Augustine
STATEMENT OF WATER / SEWER AVAILABILITY
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www.CityStAug.com ▪ Phone: (904) 825-1040 ▪ Fax: (904) 209-4286 ▪ Email: UtilConnect@CityStAug.com

Subject Property of this Availability Statement:		Outside City Limits
Street Address: Various	Project: Single Family Subdivision	Additional Description: 56 SFR with amenity
Parcel #(s): 134760-0000, 134780-0000, 134790-0000		
Reason for Request: Construction - NEW Development		

Applicant:			
Name: Karl Masters		Business: Windward Marina Group	
Mailing Address: 404 Riberia Street		Email: karl@mywindward.com	Phone: (904) 207-9491
City: St. Augustine		State: Florida	Zip Code: 32084

WATER Availability – Domestic (potable) & Landscape Irrigation:			
Availability Determination: AVAILABLE		Service Location: Refer to attached City Utility Map for possible connection points	
# Services: TBD	# Services:	# Services:	# Services:
Size:	Size:	Size:	Size:
Use:	Use:	Use:	Use:
Utility Work BY DEVELOPER's CONTRACTOR(s): Responsible for ALL aspects of Utility Construction & Plumbing per City-Approved Civil Engineering Plans, Specifications, Standards & Details, including all applicable Backflow prevention installation and testing			
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Statement Date: **7/7/2021**

Subject Property: **1500-1510 Arapahoe Ave**
Statement of Availability is not valid and complete without all pages.

Page 1 of 3



City of St. Augustine
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Statement Date: 7/7/2021

VOID AFTER: 9/30/2021

Availability
Verified By:

Signature:

Name: Daniel Borrer

Title: Development & Utility Coordinator

Preliminary & Estimated - INFRASTRUCTURE UTILITY FEES

For: Rough Estimate Based on Information Provided

Payment Due: After City Plan Approval; Prior to and Within 6 Months of City Pre-Construction Meeting

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FOR CITY USE ONLY

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Statement Date: 7/7/2021

Subject Property: 1500-1510 Arapahoe Ave
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Page 2 of 3



City of St. Augustine
STATEMENT OF WATER / SEWER AVAILABILITY
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Additional Comments by City Reviewer:

XC:

John P. Regan, P. E., City Manager

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

Kelly Schley, SJC DRC, kschley@sjcfl.us

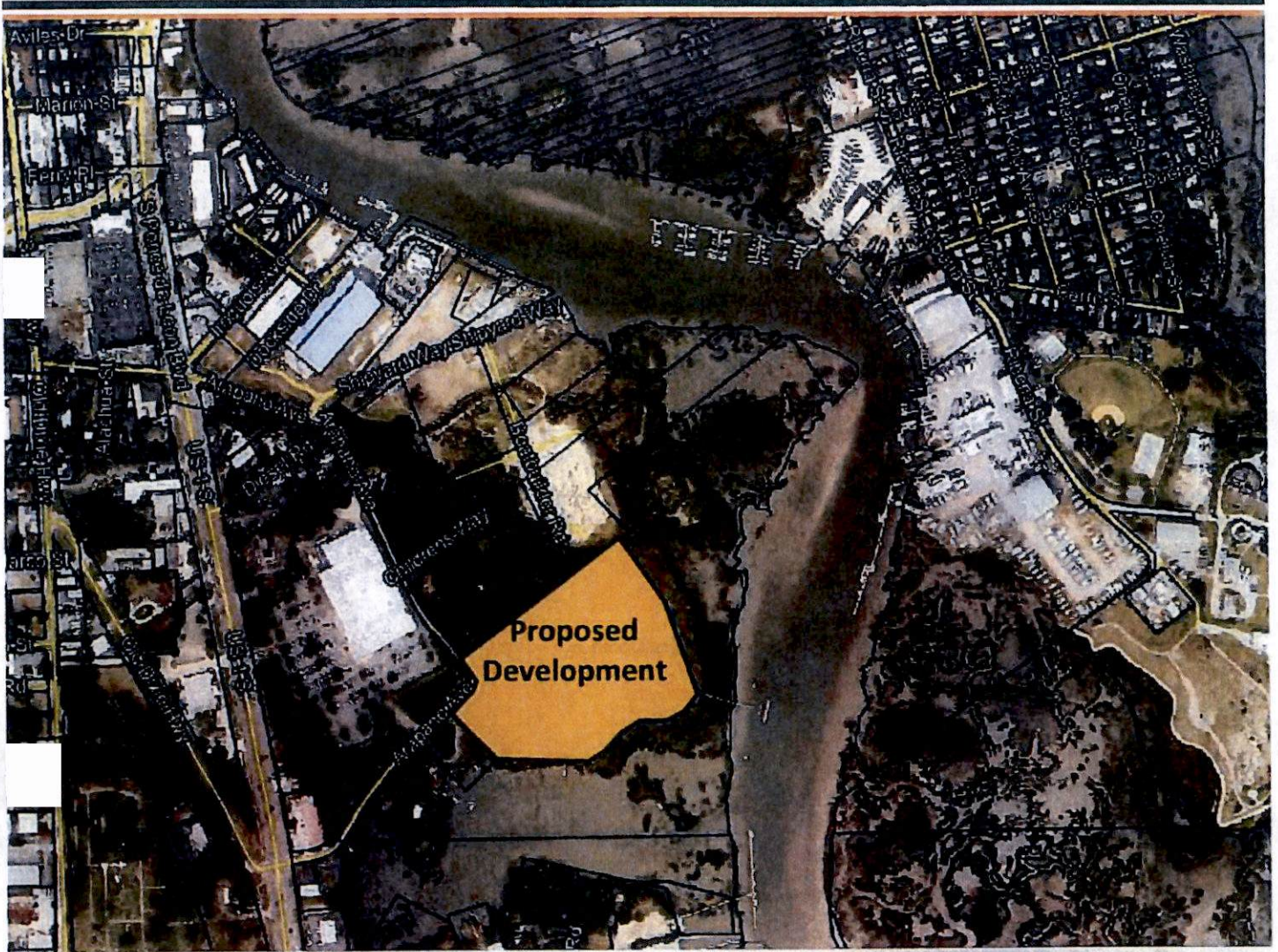
Jake Torres, Tower Construction Mgmt,

jake@towerconstructionmamt.com

Chris Simon, Finvarb Group, chris@finvarb.com

Shipyards Luhrs Subdivision Traffic Impact Statement

City of St. Augustine, Florida



Prepared for:



Windward
Marina
Group



Prepared by:



Chindalur Traffic Solutions, Inc.
8833 Perimeter Park Boulevard, Suite 103
Jacksonville, FL 32216
904.619.3368

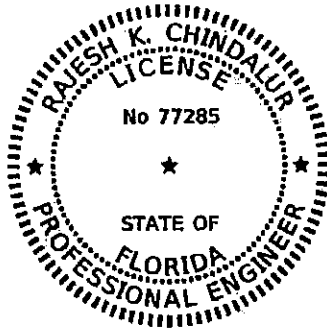
Project No.: 1168-220-070
Date: 12/02/2022

PROFESSIONAL ENGINEER CERTIFICATE

I, Rajesh Ramn K. Chindalur, PE #77285, certify that I currently hold an active license in the state of Florida and am competent through education or experience to provide engineering services in the civil discipline contained in this plan, print, specification, or report.

PROJECT:	Shipyards Luhrs Subdivision - Traffic Impact Statement
LOCATION:	City of St. Augustine, Florida
CLIENT:	Windward Marina Group

I further certify that this plan, print, specification, or report was prepared by me or under my responsible charge as defined in Chapter 61G15-18.001 F.A.C. Moreover, if offered by a corporation, partnership, or through a fictitious name, I certify that the company offering the engineering services, Chindalur Traffic Solutions, Inc., 8833 Perimeter Park Boulevard, Suite 103, Jacksonville, Florida 32216, holds an active certificate of authorization #30806 to provide engineering service.



THIS ITEM HAS BEEN DIGITALLY
SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL.

PRINTED COPIES OF THIS DOCUMENT ARE
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CHINDALUR TRAFFIC SOLUTIONS, INC.
8833 PERIMETER PARK BOULEVARD, SUITE 103
JACKSONVILLE, FL 32216
CERTIFICATE OF AUTHORIZATION #30806
RAJESH RAMN K. CHINDALUR, P.E. NO. 77285

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THIS DOCUMENT IN
ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

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1.0 Summary and Conclusions

A residential development that is anticipated to include 55 single-family dwelling units is proposed for development in the City of St. Augustine, St. Johns County, Florida. The proposed development will be located on the east end of Arapaho just east of US 1. Access to the development will be provided via Arapaho Avenue on US 1.

The proposed single-family residential development is seeking rezoning to PUD with the City of St. Augustine. The city land development code requires a full public facilities analysis for availability of water, sewer, etc. for utilities and also a traffic study to show potential impacts to City roads. This traffic impact study evaluates and determines the impact of the proposed development on the major roadway segments within the vicinity of the proposed development.

The proposed development is anticipated to generate **582 Daily trips** which includes **45 AM peak** and **57 PM peak trips**.

The study includes the major roadway segments within the vicinity of the proposed development.

The roadway segment evaluation was performed under the PM peak time periods. Hence, PM peak traffic volumes on the study roadway segments were obtained from the St. Johns County Transportation Analysis Spreadsheet (TAS) Dated 04/12/2022, Updated 06/01/2022. All the study roadway segment are currently operating at LOS D or better.

Project traffic distribution on US 1 was obtained from the Intersection Control Evaluation (ICE) Analysis of the US 1 and Arapaho Avenue intersection. Project traffic distribution for the other study roadway segment was estimated based on existing traffic patterns and engineering judgement.

The proposed development is anticipated to be built-out by year 2025. Hence, the future year 2025 background traffic volumes were calculated by applying a growth factor of 1.061 (growth rate of 2.0% per year for 3 years) to the existing traffic volumes on each of the study roadway segments. Each of the study roadway segments are anticipated to operate at LOS D or better under the year 2025 background conditions.

Year 2025 build-out traffic projections include year 2025 future background traffic volumes and project traffic assignment for each of the study roadway segments. All the study roadway segments are anticipated to operate at LOS D or better under the year 2025 build-out conditions of the proposed development.

Traffic from the proposed development will use Arapaho Avenue to get to US 1. The City of St. Augustine is anticipated to help fund the installation of a traffic signal at the US 1 and Arapaho Avenue intersection. US 1 is a Florida Department of Transportation facility. A Stage 01 Intersection Control Evaluation (ICE) Analysis was performed to determine appropriate signal control at US 1 and Arapaho Avenue intersection. It appears that FDOT will allow for right-in/left-in/right-out signal. A traffic signal and the intersection improvements as shown in this concept is anticipated to be constructed by the St. Augustine Shipyards Development.

2.0 Introduction

A residential development that is anticipated to include 55 single-family dwelling units is proposed for development in the City of St. Augustine, St. Johns County, Florida. The proposed development will be located on the east end of Arapaho just east of US 1. **Figure 01** shows the location of the proposed single-family development and **Attachment A** includes a copy of the site plan. Access to the development will be provided via Arapaho Avenue on US 1. **Figure 02** shows the existing conditions on US 1 at Arapaho Avenue intersections.

The proposed single-family residential development is seeking rezoning to PUD with the City of St. Augustine. The city land development code requires a full public facilities analysis for availability of water, sewer, etc. for utilities and also a traffic study to show potential impacts to City roads. This traffic impact study evaluates and determines the impact of the proposed development on the major roadway segments within the vicinity of the proposed development.

3.0 Project Related Trip Generation

Trip generation and for the proposed residential development was estimated using the rates and equations for land use code 210 – Single-family Housing (Detached) included in the Trip Generation Manual, 11th Edition published by the ITE. Attached **Table 01** summarizes the Daily, AM and PM peak trips anticipated by the proposed development. As shown in this table, the proposed development is anticipated to generate **582 Daily trips** which includes **45 AM peak** and **57 PM peak trips**.

4.0 Study Area Roadway Segments

The study includes the following major roadway segments within the vicinity of the proposed development.

- SR 207 - Holmes Boulevard to SR 312
- SR 207 - SR 312 to US 1
- SR 312 - SR 207 to CR 5A
- SR 312 - CR 5A to US 1
- SR 312 - US 1 to SR A1A
- US 1 - North of SR 207
- US 1 - SR 207 to SR 312
- US 1 - Lewis Point Road to SR 312

5.0 Roadway Segment Data Collection

The roadway segment evaluation was performed under the PM peak time periods. Hence, PM peak traffic volumes on the study roadway segments were obtained from the St. Johns County Transportation Analysis Spreadsheet (TAS) Dated 04/12/2022, Updated 06/01/2022. The roadway type, number of lanes, peak hour maximum service volume (MSV/Capacity), existing year 2022 PM peak hour traffic volumes, roadway segment adopted LOS standard, and roadway segment's annual growth factor data for each of the study roadway segment was obtained from the above stated TAS. **Table 02** summarizes the existing conditions data for each of the study roadway segment. **Figure 02** shows year 2022 PM peak traffic volumes on each of the study roadway segments. **Attachment B** includes a copy of the St. Johns County Transportation Analysis Spreadsheet (TAS).

As shown in this table, all the study roadway segment are currently operating at LOS D or better. **Figure 03** shows year 2022 existing traffic volumes and level of service.

6.0 Project Traffic Distribution and Assignment

Project traffic distribution on US 1 was obtained from the Intersection Control Evaluation (ICE) Analysis of the US 1 and Arapaho Avenue intersection. A copy of the project traffic distribution on US 1 is included as **Attachment C**. Project traffic distribution for the other study roadway segment was estimated based on existing traffic patterns and engineering judgement. **Table 03** shows project traffic distribution on each of the study roadway segments.

This project traffic distribution was applied to the PM peak trip generation estimated in previously stated **Table 01**. **Figure 04** shows project traffic distribution and PM peak assignment on each of the study roadway segments.

7.0 Year 2025 Future Background Conditions Traffic Projections

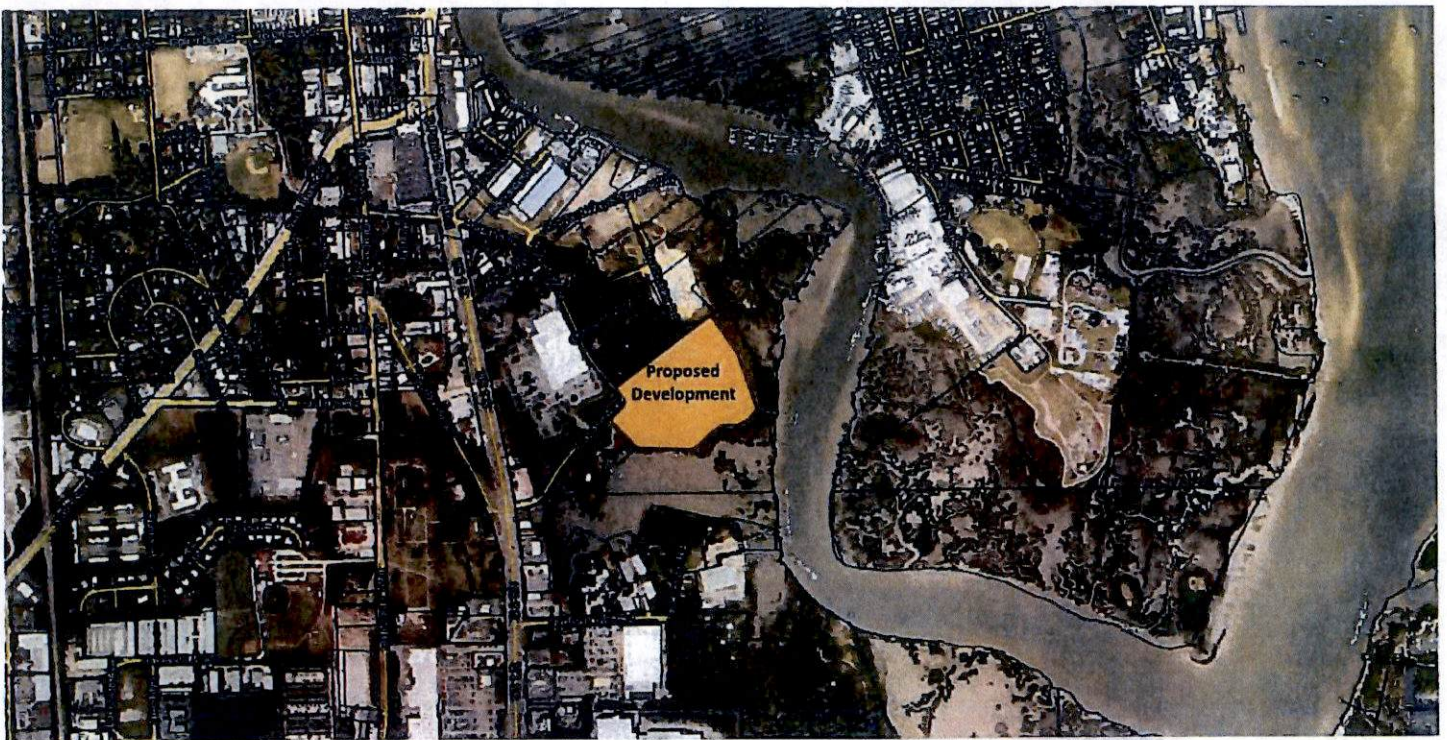
The proposed development is anticipated to be built-out by year 2025. Hence, the future year 2025 background traffic volumes were calculated by applying a growth factor of 1.061 (growth rate of 2.0% per year for 3 years) to the existing traffic volumes on each of the study roadway segments. The growth factor was estimated using the yearly growth rate for each of the roadway segment included in the St. Johns County TAS. **Table 04** summarizes the year 2025 background conditions PM peak traffic volumes on each of the study roadway segments. As shown in this table, each of the study roadway segments are anticipated to operate at LOS D or better under the year 2025 background conditions. **Figure 05** shows year 2025 background conditions traffic volumes and level of service.

8.0 Year 2025 Build-Out Conditions Traffic Projections

Year 2025 build-out traffic projections include year 2025 future background traffic volumes and project traffic assignment for each of the study roadway segments. Previously stated **Table 03** summarizes the year 2025 build-out conditions traffic volumes on each of the study roadway segments. As shown in this table, all the study roadway segments are anticipated to operate at LOS D or better under the year 2025 build-out conditions of the proposed development. **Figure 06** shows year 2025 build-out conditions traffic volumes and level of service.

9.0 US 1 and Arapaho Intersection

Traffic from the proposed development will use Arapaho Avenue to get to US 1. The City of St. Augustine is anticipated to help fund the installation of a traffic signal at the US 1 and Arapaho Avenue intersection. US 1 is a Florida Department of Transportation facility. A Stage 01 Intersection Control Evaluation (ICE) Analysis was performed to determine appropriate signal control at US 1 and Arapaho Avenue intersection. It appears that FDOT will allow for right-in/left-in/right-out signal as shown in attached concept included as **Attachment D**. A traffic signal and the intersection improvements as shown in this concept is anticipated to be constructed by the St. Augustine Shipyards Development.



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Figure 01 – Location Map
 Luhrs Shipyards Residential – Traffic Impact Statement
 City of St. Augustine, St. Johns County, Florida

US 1 at Arapaho Avenue (South Intersection)



US 1 at Arapaho Avenue (North Intersection)



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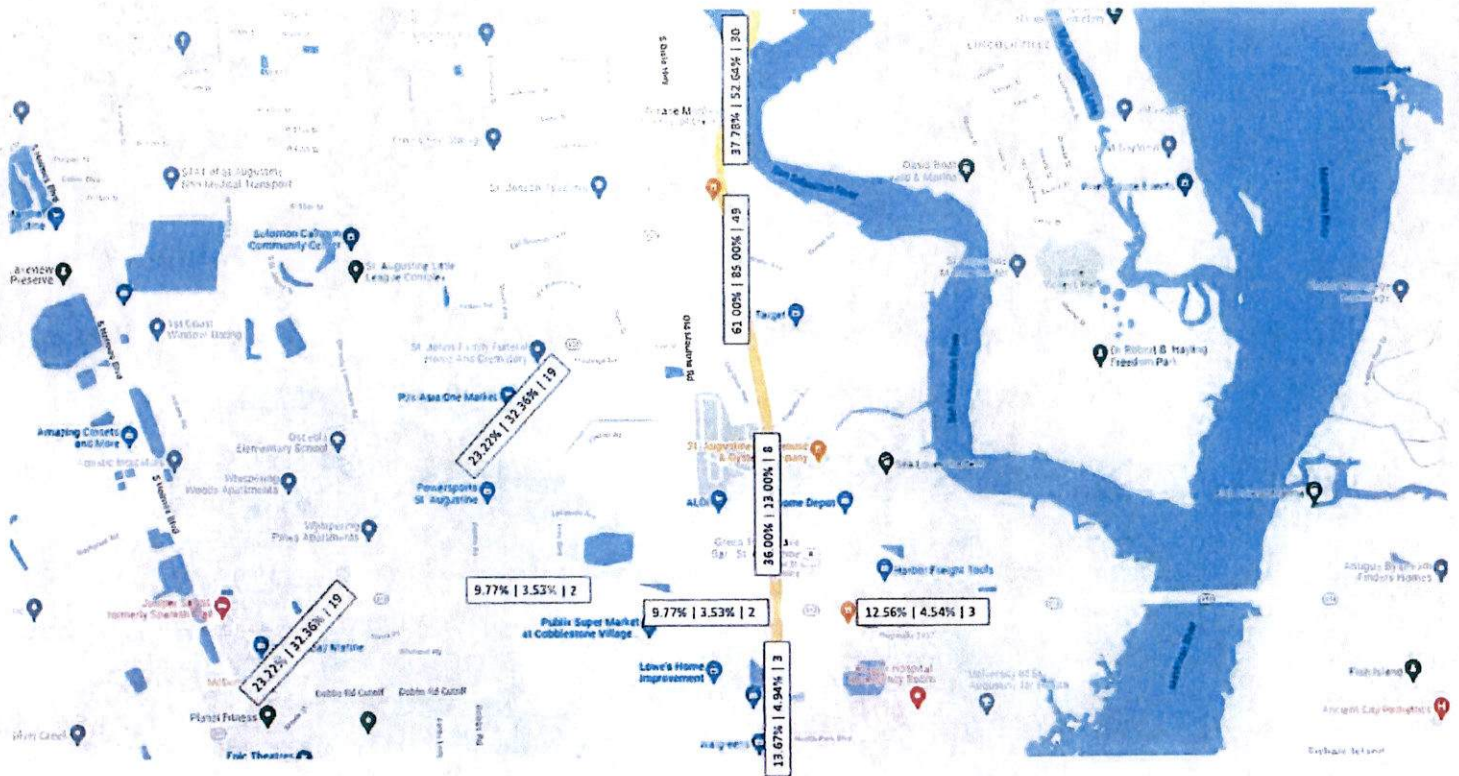
Figure 02 – Existing Conditions on US 1 at Arapaho Avenue Intersections
Luhrs Shipyards Residential – Traffic Impact Statement
City of St. Augustine, St. Johns County, Florida



CSi
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Roadway Type — 4MA | 2,726 | D — Level of Service
 Year 2027 PM Peak Traffic Volume

Figure 03 – Existing Traffic Volumes on Study Roadway Segments
 Luhrs Shipyards Residential – Traffic Impact Statement
 City of St. Augustine, St. Johns County, Florida



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Entering Distribution — XX.XX% | XX.XX% | XX
Exiting Distribution

PM Peak Project Traffic Assignment

Figure 04 – Project Traffic Distribution & Assignment
Luhrs Shipyards Residential – Traffic Impact Statement
City of St. Augustine, St. Johns County, Florida



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Roadway Type ——— 4MA | 2,726 | D ——— Level of Service

Year 2025 PM Peak Traffic Volume

Figure 05 – Year 2025 Background Traffic Volumes on Study Roadway Segments
Luhrs Shipyards Residential – Traffic Impact Statement
City of St. Augustine, St. Johns County, Florida



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Roadway Type ——— 4MA | 2,726 | D ——— Level of Service
Year 2022 PM Peak Traffic Volume

Figure 06 – Year 2025 Build-Out Traffic Volumes on Study Roadway Segments
Luhrs Shipyards Residential – Traffic Impact Statement
City of St. Augustine, St. Johns County, Florida

Table 01
Trip Generation
Luhrs Single Family, City of St. Augustine, St. Johns County, FL

ITE Land Use Code	Description	Quantity	Units	Time Period	Rate or Equation	Percent Traffic		Project Trips		
						Entering	Exiting	Total	Entering	Exiting
210	Single Family Home Detached	55	Dwelling Units	Daily	$\ln(T) = 0.92 \ln(X) + 2.68$	50%	50%	582	291	291
				AM Peak	$\ln(T) = 0.91 \ln(X) + 0.12$	26%	74%	43	11	32
				PM Peak	$\ln(T) = 0.94 \ln(X) + 0.27$	63%	37%	57	36	21

Source: Trip Generation Manual, 11th Edition, ITE

Table 02
 Study Area Roadway Units Existing Conditions
 Tulare Single Family City of St. Augustine, St. Johns County, FL

Roadway	Termini	Approved Road Type	LOS Standard	Peak Hour MSV	Year 2022 Peak Hour Traffic	Year 2022 Pk-Hr Traffic % of MSV	Year 2022 Peak Hour LOS	Annual Growth Factor
SR 207	Holmes Boulevard to SR 312	4MA	D	4,750	3,523	74.17%	D	1.02
SR 207	SR 312 to US 1	4MA	D	3,580	1,555	35.34%	C	1.02
SR 312	SR 207 to CR SA	4MA	D	3,580	2,729	76.23%	D	1.02
SR 312	CR SA to US 1	4MA	D	3,580	2,582	72.12%	D	1.02
SR 312	US 1 to SR A1A	4MA	D	4,310	3,319	77.01%	D	1.02
US 1	North of SR 207	4PA	D	4,480	2,658	45.89%	C	1.02
US 1	SR 207 to SR 312	4PA	E	4,950	3,520	71.11%	D	1.02
US 1	Lewis Point Road to SR 312	6PA	E	5,350	3,633	67.53%	D	1.02

Source: Transportation Analysis Spreadsheet, Dated 09/12/2022 (Updated 06/01/2022)

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12/01/2022

Table 03

Project Traffic Distribution and Assignment

Luhrs Single Family, City of St. Augustine, St. Johns County, FL

		36		21		
Roadway	Termini	Entering Project Traffic Distribution	Exiting Project Traffic Distribution	Entering Project Traffic Assignment	Exiting Project Traffic Assignment	PM Peak Project Traffic Assignment
SR 207	Holmes Boulevard to SR 312	23.22%	32.36%	12	7	19
SR 207	SR 312 to US 1	23.22%	32.36%	12	7	19
SR 312	SR 207 to CR 5A	9.77%	3.53%	1	1	2
SR 312	CR 5A to US 1	9.77%	3.53%	1	1	2
SR 312	US 1 to SR A1A	12.56%	4.54%	2	1	3
US 1	North of SR 207	37.78%	52.64%	19	11	30
US 1	SR 207 to SR 312	61.00%	85.00%	31	18	49
US 1	Lewis Point Road to SR 312	13.67%	4.94%	2	1	3

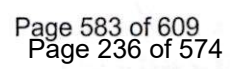
Table 04
Year 2025 Roadway Segment Analysis
Lulima Single Family, City of St. Augustine, St. Johns County, FL

Roadway	Terminl	A Peak Hour MSV [Table 02]	B Year 2022 Peak Hour Vtndle [Table 02]	C Annual Growth Rate [Table 02]	D Year 2025 Background Pkt Hr Traffic B + C * 3	E Year 2025 Pkt Hr Traffic % of MSV D/A	F Year 2025 Background Traffic LOS	G Project Traffic % of MSV F/A	H Year 2025 Build-Out Pkt Hr Traffic D + F	I Year 2025 SO Pkt Hr Traffic % of MSV N/A	Year 2025 Build-Out Traffic LOS
SR 207	Holmes Boulevard to SR 312	4,750	3,523	1.02	3,739	78.72%	D	0.40%	3,758	79.12%	D
SR 207	SR 312 to US 1	3,580	1,265	1.02	1,342	37.49%	C	0.53%	1,361	38.02%	C
SR 312	SR 207 to CR 5A	3,580	2,775	1.02	2,896	80.89%	D	0.05%	2,898	80.95%	D
SR 312	CR 5A to US 1	3,580	2,582	1.02	2,740	76.54%	D	0.05%	2,742	76.59%	D
US 1	US 1 to SR 312	4,910	3,319	1.02	3,322	67.64%	D	0.07%	3,525	71.79%	D
US 1	North of SR 207	4,900	2,058	1.02	2,184	44.57%	C	0.67%	2,214	45.19%	C
US 1	SR 207 to SR 312	4,950	3,520	1.02	3,735	75.45%	D	0.59%	3,764	76.44%	D
US 1	Lewis Point Road to SR 312	5,350	3,613	1.02	3,834	71.66%	D	0.05%	3,817	71.72%	D

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12/01/2022

Attachment A
Conceptual Site Plan
(Source: Maverick Engineering, Inc.)



Attachment B

**St. Johns County Transportation
Analysis Spreadsheet (TAS) –
Dated 04/12/2022, Updated
06/01/2022**



St. Johns County Transportation Analysis Spreadsheet

Updated with 2020 FOOT Traffic Counts and
2021 St. Johns County Traffic Counts
Published: 04/12/2022 (Updated: 6/1/2022)

SR#	FOOT	ROADWAY	FRAGMENT	AREA	APPROX	LOS	SEGMENT	DATE	TRAFFIC	ANNUAL	LUK	2021	EXEMPT	APPROX	TOTAL	PERCENT	STATUS	TRAFFIC	APPROX
LOC	STN			TYPE	ROAD	STND	LENGTH	OF	COUNT	GROWTH	E	PK	DEVEL	CONC	COMBINED	SERVICE	10th	STUDY	PK
ID					TYPE		(MI)	COUNT	ADT	FACTOR	FACTOR	TRAFFIC	TRAFFIC	TRAFFIC	PK	VOLUME	STATUS	VOLUME	MILE
1		11th Street	SR A1A to A1A Beach Blvd	U2	2UC	C	0.68	ADT21	920	1.0200	0.090	54	2		90	20.2%	OK		475
2		16th Street	SR A1A to A1A Beach Blvd	U2	2UC	C	0.78	ADT21	1,014	1.0350	0.090	177	4		181	38.1%	OK		475
3		A Street	SR A1A to A1A Beach Blvd	U2	2UC	C	0.57	ADT21	3,351	1.0354	0.090	312	11		373	68.0%	OK		475
4		A Street	SR 207 to Co. Landfill Entrance	TR	2MAC	C	2.45	ADT21	1,477	1.0264	0.125	189	5	15	209	18.6%	OK		1,050
5		Allen Avenue Rd	Co. Landfill Entrance to CR 214	TR	2MAC	D	1.23	ADT21	1,408	1.0417	0.125	183	8	28	220	21.0%	OK		1,050
7		Canal Blvd	CR 210A (Nassau Blvd) to CR 210 (Palm Vly Rd)	U2	2UC	D	0.75	ADT21	2,035	1.0200	0.127	392	8		400	41.7%	OK		950
8		Cowpen Branch Rd	CR 13 to SR 205	RU	2MAC	C	3.59	ADT21	567	1.0625	0.095	67	4		81	7.4%	OK		520
10		CR 13	CR 204 to Cowpen Branch Rd	RU	2MAC	C	4.82	ADT21	3,180	1.0313	0.095	112	10		322	39.3%	OK		520
11		CR 13	Cowpen Branch Rd to George Mizer Rd	RU	2MAC	C	2.47	ADT21	3,309	1.0403	0.090	329	12		342	41.7%	OK		520
12		CR 13	George Mizer Rd to SR 207 (W)	RD	2MAC	C	2.27	ADT21	3,060	1.0200	0.089	310	6		318	28.7%	OK		1,100
13		CR 13	SR 207 (W) to SR 207 (E)	RD	2MAC	C	1.59	ADT21	610	1.0200	0.089	82	2		84	7.6%	OK		1,100
14		CR 13	SR 207 to CR 13A	RU	2MAC	C	2.71	ADT21	1,884	1.0200	0.104	200	4	44	248	30.2%	OK		520
15		CR 13	CR 13A to CR 214	RU	2MAC	C	7.39	ADT21	1,621	1.0200	0.106	78	2		80	9.8%	OK		520
16		CR 13	CR 214 to CR 205	RU	2MAC	C	6.38	ADT21	660	1.0200	0.097	65	1		66	8.0%	OK		520
17		CR 13	CR 205 to Joe Ashton Rd	TR	2MAC	D	4.10	ADT21	2,444	1.0204	0.090	275	5	50	280	13.3%	OK		2,110
17.2		CR 13	Joe Ashton Rd to SR 18	U2	2UC	D	1.27	ADT21	1,012	1.0238	0.090	93	23	64	1,070	74.3%	OK		1,440
18		CR 13A	CR 13 to CR 305	RU	2MAC	C	0.97	ADT21	1,494	1.0200	0.133	264	4	55	263	32.1%	OK		520
19		CR 13A	CR 305 to CR 214	RU	2MAC	C	4.48	ADT21	1,598	1.0200	0.108	175	4	72	251	30.4%	OK		520
20		CR 13A	CR 214 to CR 205	TR	2MAC	C	3.76	ADT21	2,809	1.0235	0.102	303	7	31	361	17.1%	OK		2,110
21.1		CR 13A	CR 205 to Seaside Lakes Parkway	TR	2MAC	D	7.85	ADT21	4,842	1.0458	0.098	481	22	135	638	48.7%	OK		1,310
21.2		CR 13A	Seaside Lakes Parkway to SR 18	U2	4UC	D	1.50	ADT21	1,831	1.0782	0.095	175	132	109	2,060	64.2%	OK		5,220
22		CR 13B (Palm Cove Rd)	SR 18 to SR 15	U2	2UC	D	2.34	ADT21	810	1.0200	0.110	98	2	23	327	38.4%	OK		1,140
23		CR 13B	CR 13B to SR 210	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
23.2		CR 13B	CR 210 to Woodmen Rd	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
23.3		CR 13B	Woodmen Rd to SR 18	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
23.4		CR 13B	SR 18 to Verda Ave	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
23.5		CR 13B	Verda Ave to Woodmen Rd	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
23.6		CR 13B	Woodmen Rd to SR 18	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
23.7		CR 13B	SR 18 to CR 210 (Corona Rd)	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
23.8		CR 13B	CR 210 (Corona Rd) to CR 210A (Sofia Rd)	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
23.9		CR 13B	CR 210A (Sofia Rd) to Duval Co. Line	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
24		CR 204	CR 13 to SR 15 (US 1)	RU	2MAC	C	1.55	ADT21	3,720	1.0238	0.095	364	6	111	443	56.9%	OK		520
25		CR 204	CR 13 to Joe Ashton Rd	TR	2MAC	C	0.83	ADT21	1,104	1.0238	0.101	117	1		55	2.7%	OK		2,110
26		CR 204	Joe Ashton Rd to CR 13A	TR	2MAC	C	2.37	ADT21	3,272	1.0200	0.118	378	8		387	18.3%	OK		2,110
27		CR 204	CR 13A to SR 18	TR	2MAC	C	4.81	ADT21	5,107	1.0200	0.107	600	12	237	649	49.3%	OK		2,110
28		CR 210	CR 13A to Seaside Lakes Parkway	TR	2MAC	C	3.10	ADT21	1,639	1.0238	0.091	164			164	32.1%	DEFICIENT		1,310
29		CR 210	Seaside Lakes Parkway to SR 18	TR	2MAC	C	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
30		CR 210	SR 18 to SR 210	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
31		CR 210	SR 210 to SR 210A	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
32		CR 210	SR 210A to SR 210B	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
33		CR 210	SR 210B to SR 210C	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
34		CR 210	SR 210C to SR 210D	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
35		CR 210	SR 210D to SR 210E	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
36		CR 210	SR 210E to SR 210F	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
37		CR 210	SR 210F to SR 210G	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
38		CR 210	SR 210G to SR 210H	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
39		CR 210	SR 210H to SR 210I	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
40		CR 210	SR 210I to SR 210J	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
41		CR 210	SR 210J to SR 210K	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
42		CR 210	SR 210K to SR 210L	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
43		CR 210	SR 210L to SR 210M	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
44		CR 210	SR 210M to SR 210N	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
45		CR 210	SR 210N to SR 210O	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
46		CR 210	SR 210O to SR 210P	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
47		CR 210	SR 210P to SR 210Q	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
48		CR 210	SR 210Q to SR 210R	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
49		CR 210	SR 210R to SR 210S	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
50		CR 210	SR 210S to SR 210T	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
51		CR 210	SR 210T to SR 210U	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
52		CR 210	SR 210U to SR 210V	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
53		CR 210	SR 210V to SR 210W	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
54		CR 210	SR 210W to SR 210X	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
55		CR 210	SR 210X to SR 210Y	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
56		CR 210	SR 210Y to SR 210Z	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
57		CR 210	SR 210Z to SR 210A	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
58		CR 210	SR 210A to SR 210B	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
59		CR 210	SR 210B to SR 210C	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
60		CR 210	SR 210C to SR 210D	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
61		CR 210	SR 210D to SR 210E	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
62		CR 210	SR 210E to SR 210F	U2	2UC	D	0.83	ADT21	1,104	1.0238	0.091	113	24	54	278	32.5%	DEFICIENT		1,440
63		CR 210	SR 210F to SR 210G	U2	2UC														



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MSR LINE ID	FOOT COUNT STN	ROADWAY	FROM/TO	AREA TYPE	APPROX ROAD TYPE	LOS ST/D	SEGMENT LENGTH (MI)	DATE OF COUNT	TRAFFIC COUNT ADT	ANNUAL GROWTH FACTOR	MSR E FACTOR	2022 PK BR TRAFFIC	EXEMPT DEVELOP TRAFFIC	APPROX CONC TRAFFIC	TOTAL COMMITTED PK BR TRAFFIC	PERCENT SERVICE VOLUME UTILIZED	LOS STATUS	TRAFFIC STUDY SERVICE VOLUME	APPROX PK BR SERVICE VOLUME
336.6		CR 210	ARLHMA YR RD TO SR 104 (Palm Valley Blvd)	TR	2MAC	D	0.93	AD171	11,430	1.040	0.020	10,933	0	1,427	12,360	100%	OK	1,427	1,427
337		Palm Valley Rd (CR 210)	Valley Ridge Blvd to Preservation Trail	TR	2MAC	D	1.06	AD171	5,739	1.055	0.090	5,448	30	313	5,791	97.6%	OK	1,310	1,310
338.0		CR 210	CR 210A (Palm Valley Rd) to SR 104 (Palm Valley Blvd)	TR	2MAC	D	1.38	AD171	21,829	1.040	0.060	21,207	74	215	21,496	100%	OK	1,920	1,920
339.1		CR 210A (Palm Valley Rd)	Wacker Rd to Canal Blvd	TR	2MAC	D	1.38	AD171	44,043	1.021	0.150	42,777	20	112	42,889	100%	OK	3,000	3,000
340.0		CR 210A (Palm Valley Rd)	Canal Blvd to SR 104 (Palm Valley Blvd)	TR	2MAC	D	1.38	AD171	44,043	1.021	0.150	42,777	20	112	42,889	100%	OK	1,840	1,840
41		CR 210 (Palm Valley Rd)	SR 104 to CR 203 (Palm Valley Blvd)	TR	2MAC	D	0.99	AD171	5,790	1.020	0.060	5,528	11	49	5,588	91.1%	OK	1,150	1,150
42		CR 210A (Palm Valley Rd)	Palm Valley Rd to Canal Blvd	TR	2MAC	D	0.99	AD171	5,594	1.021	0.101	5,293	19	109	5,392	90.6%	OK	1,150	1,150
43.1		CR 210A (Palm Valley Rd)	Canal Blvd to PGA Tour Blvd	TR	2MAC	D	0.99	AD171	5,594	1.021	0.101	5,293	19	109	5,392	90.6%	OK	1,150	1,150
43.2		CR 210A (Palm Valley Rd)	PGA Tour Blvd to SR 104 (Palm Valley Blvd)	TR	2MAC	D	1.41	AD171	11,364	1.030	0.091	10,944	21	106	11,050	98.6%	OK	1,620	1,620
43.3		CR 210A (Palm Valley Rd)	SR 104 to CR 203 (Palm Valley Blvd)	TR	2MAC	D	0.93	AD171	5,139	1.020	0.120	4,919	13	61	5,000	96.6%	OK	960	960
44		CR 214	CR 13 to CR 13A	TR	2MAC	C	3.68	AD171	951	1.020	0.125	910	2	112	1,022	88.1%	OK	670	670
45		CR 214	CR 13A to Allen/Hess Rd	TR	2MAC	D	5.21	AD171	1,915	1.020	0.121	1,833	5	98	1,936	98.1%	OK	2,110	2,110
46		CR 214	Allen/Hess Rd to Holmes Blvd	TR	2MAC	D	4.10	AD171	4,607	1.020	0.107	4,394	11	287	4,691	98.2%	OK	1,310	1,310
47		CR 214 (W. King St)	Holmes Blvd to Volusia St	TR	2MAC	E	0.64	AD171	4,151	1.020	0.105	4,046	3	124	4,170	99.4%	OK	1,440	1,440
48		CR 214 (W. King St)	Volusia St to Palmer St	TR	2MAC	E	0.54	AD171	4,789	1.020	0.090	4,699	18	111	4,810	99.8%	OK	1,440	1,440
49		CR 214 (W. King St)	Palmer St to SR 104 (Palm Valley Blvd)	TR	2MAC	D	0.93	AD171	12,360	1.020	0.090	12,069	20	112	12,181	100%	OK	1,270	1,270
50		CR 214 (W. King St)	SR 104 to SR 207	TR	2MAC	D	3.99	AD171	10,390	1.020	0.127	10,091	9	118	10,209	99.0%	OK	2,110	2,110
51		CR 205	SR 205 to SR 207	TR	2MAC	D	4.68	AD171	10,390	1.020	0.116	10,091	14	118	10,209	99.0%	OK	820	820
52		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
53		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
54		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
55		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
56		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
57		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
58		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
59		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
60		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
61		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
62		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
63		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
64		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
65		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
66		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
67		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
68		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
69		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
70		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
71		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440
72		CR 205	SR 13 to SR 207	TR	2MAC	D	1.31	AD171	8,102	1.020	0.094	7,908	23	104	8,012	99.1%	OK	1,440	1,440



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LINE ID	FOOT COUNT SITE	ROADWAY	FROM/TO	AREA TYPE	APPROX ROAD TYPE	LOS STANDARD	SECTION LENGTH (MI)	DATE OF COUNT	TRAFFIC COUNT AADT	ANNUAL GROWTH FACTOR	LINK K FACTOR	2021 PER TRAFIC	EXCEEDS DESIGN TRAFFIC	APPROX COST TRAFFIC	TOTAL COMMITTED PER TRAFIC	PERCENT SERVICE VOLUME UTILIZED	LINK STATUS	TRAFFIC STUDY SERVICE VOLUME	APPROX PER TRAFIC SERVICE VOLUME
13.1		International Golf Pkwy.	SR 16 to Royal Palm Parkway	UZ	4UC	D	1.58	AD121	23,650	0.025	0.025	2367	140	1,015	4,430	112.7%	DEFICIENT	3,550	3,550
13.2		International Golf Pkwy.	Royal Palm Parkway to SR 9 (US 1)	UZ	4UC	D	0.96	AD121	22,700	0.040	0.025	2260	115	2,004	4,897	133.6%	DEFICIENT	3,560	3,560
14.1		International Golf Pkwy.	SR 9 (US 1) to N. French Road	TR	4UC	D	0.70	AD121	18,701	0.063	0.100	1851	115	1,330	2,484	109.2%	DEFICIENT	2,200	2,200
14.2		International Golf Pkwy.	N. French Road to St. Marks Pond Blvd.	TR	2UC	D	0.32	AD121	11,453	0.063	0.100	1125	58	570	1,433	121.3%	DEFICIENT	1,420	1,420
14.3		International Golf Pkwy.	St. Marks Pond Blvd. to SR 16 (US 1)	TR	2UC	D	0.81	AD121	11,733	0.024	0.084	1159	81	538	1,732	120.5%	DEFICIENT	1,420	1,420
75		Papa Rd	SR 16A to A1A Beach Blvd	UZ	2UC	C	0.85	AD121	2,800	0.020	0.080	283	5	283	77.9%	OK	1,150	1,150	
76		Race Track Rd	SR 13 to Bishop Estates Rd	UZ	4UC	D	3.07	AD121	24,420	0.020	0.025	2362	47	403	2,812	74.0%	OK	3,770	3,770
77.1		Race Track Rd	Bishop Estates Rd. to Veterans Pkwy.	UZ	4UC	D	1.02	AD121	20,830	0.042	0.104	2035	141	830	2,712	103.7%	DEFICIENT	3,560	3,560
77.2		Race Track Rd	Veterans Pkwy. to St. Johns Pkwy.	UZ	4UC	D	1.23	AD121	21,642	0.010	0.073	2183	140	1,053	4,985	113.5%	DEFICIENT	3,560	3,560
77.3		Race Track Rd	St. Johns Pkwy. to West Pkwy.	UZ	4UC	D	1.05	AD121	20,972	0.013	0.055	2175	133	1,318	4,378	118.9%	DEFICIENT	3,560	3,560
77.4		Race Track Rd	West Pkwy. to Garsden Park Blvd	UZ	4UC	D	0.39	AD121	20,723	0.021	0.024	2004	16	1,254	3,454	83.8%	CRITICAL	3,550	3,550
78.11		Race Track Rd	Garsden Park Blvd. to East Pkwy.	UZ	2UC	D	0.02	AD121	10,560	0.032	0.028	1850	30	1,133	3,267	282.4%	DEFICIENT	1,600	1,600
78.12		Race Track Rd	East Pkwy. to Garsden Springs Pkwy.	UZ	2UC	D	0.63	AD121	30,580	0.042	0.029	1250	62	1,180	3,232	60.3%	CRITICAL	3,580	3,580
78.2		Race Track Rd	Garsden Springs Pkwy. to SR 3 (US 1)	UZ	4UC	D	0.87	AD121	16,212	0.048	0.012	1842	60	1,220	3,150	89.2%	OK	3,580	3,580
79.7		Roberts Rd	SR 13 to Logistical Park Pkwy.	UZ	2UC	D	2.63	AD121	12,763	0.022	0.022	1223	28	860	1,482	137.6%	DEFICIENT	1,440	1,440
80		Russell Sampson Rd	CR 210 to St. Johns Pkwy.	UZ	2UC	D	2.37	AD121	5,457	0.052	0.121	710	53	530	1,292	89.8%	OK	1,440	1,440
81	262	SR 13 to SR 16	SR 16 (East) to SR 16 (West)	TR	2MA	D	4.07	AD120	9,100	0.020	0.010	132	17	371	1,440	68.2%	OK	2,110	2,110
82	103	SR 13 to CR 10A	SR 16 (West) to CR 10A	UZ	2MA	D	1.34	AD120	17,050	0.020	0.020	1217	24	843	1,438	114.6%	DEFICIENT	1,600	1,600
83	4	SR 13	CR 10A to Greenbush Rd	TR	2MA	D	0.17	AD120	4,300	0.020	0.020	403	3	584	985	66.2%	OK	1,420	1,420
84	790	SR 13	Greenbush Rd. to Roberts Rd	UZ	2MA	D	2.18	AD120	8,300	0.020	0.020	777	18	493	1,288	80.5%	OK	1,600	1,600
85.1		SR 13	Roberts Rd. to CR 13A (First Case Rd E.)	UZ	4MA	D	0.83	AD120	24,900	0.020	0.020	2133	47	1,854	3,386	81.6%	CRITICAL	3,590	3,590
85.2		SR 13	CR 13A (First Case Rd E.) to Race Track Rd	UZ	4MA	D	1.17	AD120	20,820	0.020	0.020	2435	47	819	3,362	88.7%	CRITICAL	3,570	3,570
86.1	3344 (Down)	SR 13	Race Track Rd. to Church Co. Lane	UZ	4MA	D	0.71	AD121	45,822	0.020	0.020	4113	82	217	4,416	123.3%	DEFICIENT	3,560	3,560
86.2		SR 13	Church Co. Lane to SR 13	UZ	2MA	D	1.85	AD121	18,330	0.023	0.095	1775	49	489	2,304	64.4%	OK	3,580	3,580
87	235	SR 16	SR 13 to CR 10A	UZ	2MA	D	1.68	AD121	16,361	0.020	0.020	1025	47	678	3,378	142.4%	DEFICIENT	1,890	1,890
81.1	5030	SR 16	CR 10A to International Golf Pkwy.	UZ	4MA	D	1.49	AD121	23,120	0.040	0.091	2261	101	1,815	4,117	115.6%	DEFICIENT	3,580	3,580
82.11		SR 16	International Golf Pkwy. to CR 200	UZ	2MA	D	0.70	AD121	18,953	0.021	0.020	1551	74	1,135	3,960	143.6%	DEFICIENT	1,620	1,620
82.12		SR 16	CR 200 to G. Francis Rd	TR	2MA	D	0.63	AD121	18,653	0.039	0.038	1735	57	1,820	2,842	134.7%	DEFICIENT	2,110	2,110
82.2		SR 16	G. Francis Rd. to West Mall Entrance	TR	2MA	D	3.39	AD121	19,520	0.010	0.018	1819	60	1,254	3,123	148.6%	DEFICIENT	2,110	2,110
83.1	42	SR 16	West Mall Entrance to I-95	TR	4MA	D	0.82	AD118	25,221	0.020	0.020	2430	58	1,358	3,844	121.4%	DEFICIENT	3,200	3,200
83.2		SR 16	CR 8 (US 1) to I-95	TR	4MA	D	0.34	AD121	29,615	0.042	0.060	3637	170	2,068	5,813	184.6%	DEFICIENT	3,200	3,200
84		SR 16	SR 16 to SR 13	TR	4MA	D	2.65	AD121	41,172	0.020	0.020	3974	172	1,150	6,554	69.7%	CRITICAL	5,870	5,870
85	5331	SR 16	SR 16 to SR 13	UZ	4MA	D	0.71	AD121	23,844	0.020	0.020	2402	77	1,455	3,672	83.1%	CRITICAL	3,260	3,260
86	104	SR 16	SR 16 to SR 13	UZ	4MA	D	0.81	AD121	20,730	0.020	0.020	1903	33	928	2,658	80.1%	OK	3,580	3,580
87		SR 16	Nations Dr. to Lewis Spkwy (CR 16A)	UZ	4MA	D	0.19	AD121	23,020	0.020	0.020	2111	42	612	2,765	77.2%	OK	3,580	3,580
88	187	SR 16	Lewis Spkwy (CR 16A) to St. Aug. Univ. (W)	UZ	4MA	D	0.10	AD121	24,937	0.020	0.020	2289	48	544	2,879	80.4%	OK	3,580	3,580
89	75	SR 205	SR 207 to CR 205	RD	2MA	C	3.50	AD120	5,700	0.020	0.025	563	11	18	592	48.5%	OK	1,220	1,220
90		SR 205	CR 205 to SR 8 (US 1)	TR	2MA	D	5.95	AD121	5,084	0.020	0.020	500	10	78	594	40.7%	OK	1,400	1,400
91		SR 205	SR 8 (US 1) to SR 3 (US 1)	TR	2MA	D	2.18	AD120	8,090	0.020	0.020	824	16	41	881	60.3%	OK	1,450	1,450
92		SR 205	SR 3 (US 1) to SR 16A	UZ	2MA	D	3.87	AD120	12,500	0.020	0.025	1168	24	23	1,215	77.2%	OK	1,600	1,600
93		SR 207	Phoenicia Co. Lane to Hastings Cey Lmbs (W)	RD	4MA	B	0.53	AD120	18,702	0.020	0.025	1844	37	1,845	63.7%	OK	2,060	2,060	
94		SR 207	Hastings Cey Lmbs (E) to SR 200	RD	4MA	B	1.31	AD120	22,000	0.020	0.025	2174	43	1,845	2,717	79.7%	OK	2,700	2,700
95		SR 207	SR 200 to CR 13	RD	4MA	B	1.28	AD120	15,480	0.020	0.025	1522	30	44	1,588	57.4%	OK	2,780	2,780



St. Johns County Transportation Analysis Spreadsheet

Updated with 2020 FDOT Traffic Counts and
2021 St. Johns County Traffic Counts
Published: 04/12/2022 (Updated, 6/1/2022)

Performance of Traffic										Operational History										
MAN ID	FOOT COUNT 3TH	ROADWAY	FROM/TO	AREA TYPE	APPROX ROAD TYPE	LOS 2THD	RECURRING LENGTH (MI)	DATE OF COUNT	TRAFFIC COUNT ADT	ANNUAL GROWTH FACTOR	LINK K FACTOR	PER TRAFIC	EXEMPT TRAFFIC	APPROX TRAFFIC	TOTAL COUNTED TRAFFIC	PERCENT SEVERE VOLUME UTILIZED	LINK STATUS	TRAFFIC STUDY SERVICE VOLUME	APPROX PER ANNUAL VOLUME	
106	36	SR 207	CR 13 to CR 105	RU	4MA	B	4.49	ADT20	13,800	1.0200	0.095	1374	27	1,401	47.3%OK			2,663		
107.1	108	SR 207	CR 105 to Veterans Blvd	TR	4MA	C	2.48	ADT20	15,800	1.0200	0.095	1552	31	247	1,845	41.0%OK			4,453	
107.2		SR 207	Veterans Blvd to Cypress Links Blvd	TR	4MA	C	1.07	ADT21	16,753	1.0200	0.093	2414	760	311	3,473	37.3%OK			4,480	
107.3		SR 207	Cypress Links Blvd to SR 9 (P-95)	TR	4MA	C	0.59	ADT21	22,460	1.0257	0.090	2073	537	1,202	3,328	74.1%OK			4,490	
110.0	273	SR 207	CR 212 to Veterans Blvd	TR	4MA	C	1.97	ADT21	20,001	1.0200	0.090	2003	203	1,015	2,018	61.8%OK			3,370	
110.1	274	SR 207	Veterans Blvd to SR 212	TR	4MA	C	1.83	ADT21	20,043	1.0200	0.090	1907	207	1,015	2,018	61.8%OK			3,370	
110.2	275	SR 207	SR 212 to SR 212	TR	4MA	C	0.28	ADT21	37,843	1.0340	0.090	3355	120	1,015	3,370	100.0%OK			4,350	
111	237	SR 207	SR 312 to St. Aug. City Limits (W)	U2	4MA	D	1.14	ADT21	13,765	1.0200	0.090	1245	75	1,220	1,625	91.0%OK			3,580	
112.0	276	SR 212	SR 212 to SR 212	U2	4MA	D	0.86	ADT21	28,229	1.0200	0.090	2525	25	1,200	2,574	100.0%OK			3,580	
113	289	SR 312	CR 5A to SR 5 (US 1)	U2	4MA	D	0.20	ADT21	24,127	1.0200	0.090	2142	57	1,220	3,021	84.4%OK			3,580	
114.1		SR 312	SR 5 (US 1) to SR 312, Indian Dr	U2	4MA	D	0.27	ADT21	36,150	1.0200	0.090	3319	60	1,220	3,556	100.0%OK			4,310	
114.2	272	SR 312	SR 312 to SR 312	U2	4MA	D	2.33	ADT21	38,884	1.0200	0.090	3311	60	1,200	3,556	100.0%OK			4,310	
115	271	SR 5 (US 1)	Flagler Co. Line to SR 9 (P-95)	RU	4PA	C	0.15	ADT20	13,500	1.0200	0.095	1334	27	1,219	1,620	99.5%OK			4,270	
116	65	SR 5 (US 1)	SR 9 (P-95) to SR 205	RU	4PA	C	0.62	ADT20	12,700	1.0200	0.095	1235	25	1,204	1,574	100.0%OK			4,270	
117.1	64	SR 5 (US 1)	SR 205 to Shores Blvd (S)	U2	4PA	D	2.32	ADT20	31,000	1.0200	0.090	1660	28	1,200	2,181	100.0%OK			4,580	
117.2		SR 5 (US 1)	Shores Blvd (S) to Veterans Blvd	U2	4PA	D	1.70	ADT21	32,704	1.0200	0.090	2004	62	1,200	2,221	100.0%OK			3,680	
118	161	SR 5 (US 1)	Veterans Blvd to CR 5A	U2	4PA	E	1.07	ADT21	17,393	1.0200	0.090	2433	68	1,200	2,488	100.0%OK			4,430	
119		SR 5 (US 1)	CR 5A to Lees Ferry Rd	U2	4PA	E	1.10	ADT21	34,931	1.0200	0.090	3574	71	1,200	3,645	100.0%OK			5,710	
120.1	311	SR 5 (US 1)	Lees Ferry Rd to Shores Dr	U2	4PA	E	0.67	ADT21	39,580	1.0200	0.090	3542	71	1,200	3,763	100.0%OK			5,350	
120.2		SR 5 (US 1)	Shores Dr to SR 312	U2	4PA	E	0.42	ADT21	39,351	1.0200	0.090	3915	72	1,200	3,964	100.0%OK			5,350	
121	12	SR 5 (US 1)	SR 312 to St. Aug. City Limits (S)	U2	4PA	E	0.63	ADT21	33,343	1.0200	0.090	3520	70	1,200	3,785	100.0%OK			4,950	
122	162	SR 5 (US 1)	St. Aug. City Limits (S) to CR 16A (Lewis Spwy)	U2	4PA	D	0.60	ADT21	22,415	1.0200	0.090	2058	49	1,200	2,113	100.0%OK			4,490	
123		SR 5 (US 1)	CR 16A (Lewis Spwy) to Gun Club Rd	U2	4PA	D	2.43	ADT21	21,611	1.0200	0.100	2615	52	1,137	3,004	100.0%OK			4,490	
124.0	277	SR 5 (US 1)	Gun Club Rd to Veterans Blvd	U2	4PA	D	0.72	ADT21	24,740	1.0200	0.090	2742	46	1,200	2,776	100.0%OK			4,490	
124.1	278	SR 5 (US 1)	Veterans Blvd to SR 212	U2	4PA	D	0.72	ADT21	27,254	1.0200	0.090	2742	46	1,200	2,776	100.0%OK			4,490	
125.2		SR 5 (US 1)	SR 212 to SR 212	U2	4PA	D	0.60	ADT21	25,741	1.0200	0.090	2364	47	1,200	2,410	100.0%OK			4,490	
126.0	279	SR 5 (US 1)	SR 212 to SR 212	U2	4PA	D	0.60	ADT21	28,914	1.0200	0.090	2742	46	1,200	2,776	100.0%OK			4,490	
127	0231 (Florida)	SR 9 (P-95)	Flagler Co. Line to SR 5 (US 1)	RU	4PA	C	0.94	ADT20	54,500	1.0200	0.090	5478	110	1,200	5,827	100.0%OK			7,250	
128	280	SR 9 (P-95)	SR 5 (US 1) to SR 205	RU	4PA	C	0.72	ADT20	54,500	1.0200	0.090	5478	110	1,200	5,827	100.0%OK			7,250	
129	281	SR 9 (P-95)	SR 205 to SR 207	TR	4PA	C	0.74	ADT20	67,000	1.0200	0.185	6833	178	1,200	7,207	100.0%OK			8,490	
130	282	SR 9 (P-95)	SR 207 to SR 212	TR	4PA	C	0.93	ADT20	70,000	1.0200	0.185	6833	178	1,200	7,207	100.0%OK			8,490	
131.1	283	SR 9 (P-95)	SR 212 to SR 212	TR	4PA	C	0.93	ADT20	70,000	1.0200	0.185	6833	178	1,200	7,207	100.0%OK			8,490	
132	35	SR 9 (P-95)	International Golf Pkwy. to CR 210	TR	1MA	D	5.96	ADT20	87,000	1.0200	0.105	10105	202	1,200	10,307	100.0%OK			15,370	
133	259	SR 9 (P-95)	CR 210 to Duval Co. Line	TR	1MA	D	2.82	ADT20	86,480	1.0200	0.105	10105	202	1,200	10,307	100.0%OK			15,370	
134	36	SR A1A	Flagler Co. Line to Ft. McIntosh Man. End	TR	2MA	D	3.45	ADT20	6,980	1.0200	0.090	618	12	1,190	6,870	100.0%OK			2,180	
135	270	SR A1A	Ft. McIntosh Man. End to SR 205	U2	2MA	D	3.65	ADT20	17,500	1.0200	0.090	1570	23	1,190	1,660	100.0%OK			2,180	
136	275	SR A1A	SR 205 to Queens Ave	U2	2MA	D	2.42	ADT21	14,713	1.0200	0.090	1351	22	1,190	1,571	100.0%OK			2,180	
137	110	SR A1A	Queens Ave to A1A Beach Blvd (S)	U2	4MA	D	1.92	ADT21	22,844	1.0200	0.091	2110	42	1,190	2,152	100.0%OK			3,580	
138	329	SR A1A	A1A Beach Blvd (S) to Pope Rd	U2	4MA	D	2.43	ADT21	25,730	1.0200	0.091	2379	48	1,190	2,428	100.0%OK			3,580	
139		SR A1A	Pope Rd to SR 212	U2	4MA	D	0.10	ADT21	25,091	1.0200	0.090	2295	48	1,190	2,343	100.0%OK			3,580	
140	240	SR A1A	SR 212 to St. Aug. City Limits (S)	U2	4MA	D	0.10	ADT21	22,418	1.0200	0.091	2113	42	1,190	2,145	100.0%OK			3,580	
141.0	241	SR A1A	St. Aug. City Limits (S) to SR 212	U2	2MA	D	2.53	ADT21	14,713	1.0200	0.090	1351	22	1,190	1,571	100.0%OK			3,580	
142		SR A1A	SR A1A (Miano Rd) to 3rd St	U2	2MA	D	2.47	ADT21	11,910	1.0275	0.090	1082	30	1,150	1,150	100.0%OK			2,180	



St. Johns County Transportation Analysis Spreadsheet

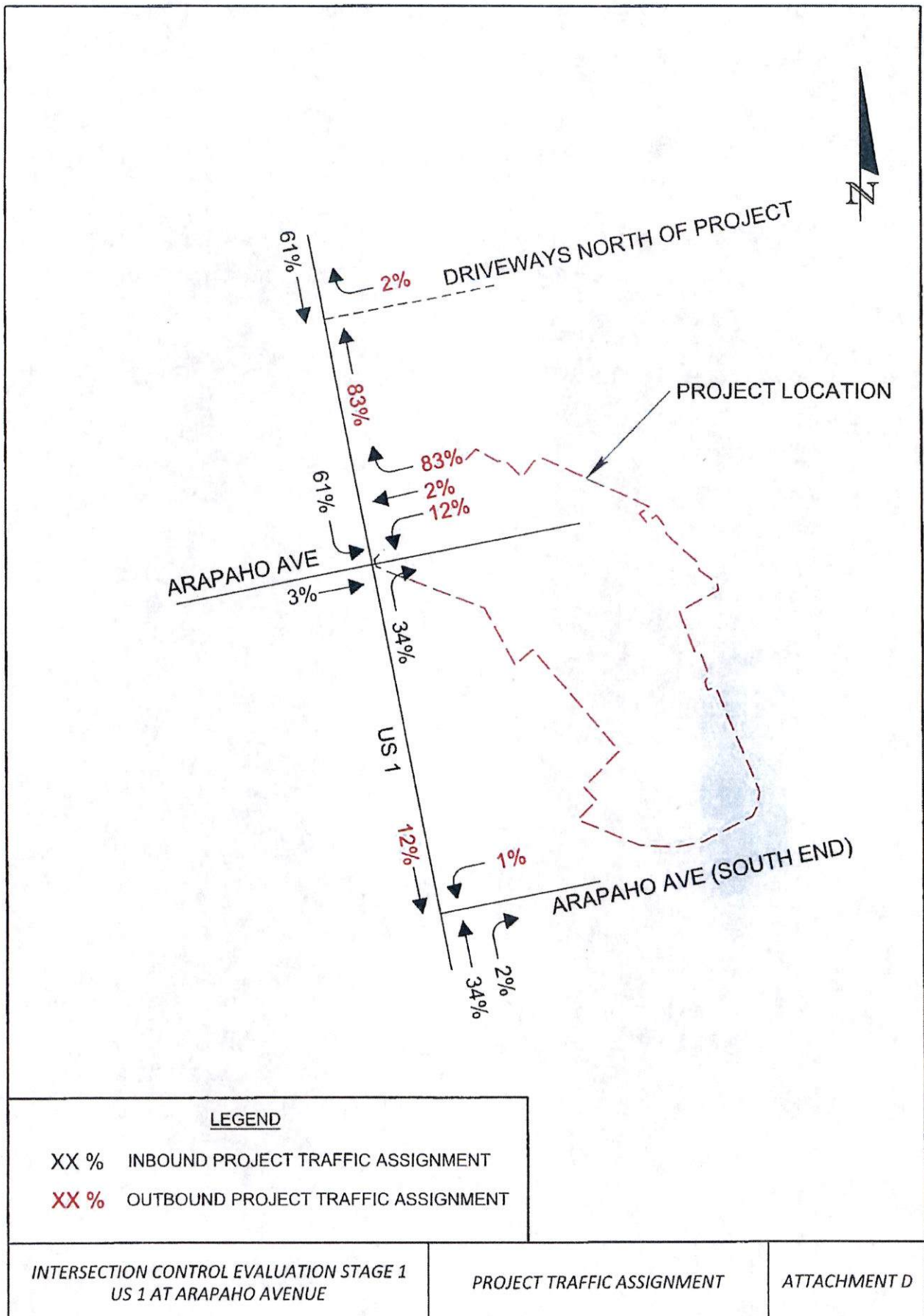
Updated with 2020 FDOT Traffic Counts and
2021 St. Johns County Traffic Counts
Published: 04/12/2022 (Updated: 6/1/2022)

LINK ID	FDOT COUNT BY	ROADWAY	FROM/TO	AREA TYPE	APPROX ROAD TYPE	LOS STATUS	SEGMENT LENGTH (MI)	DATE OF COUNT	TRAFFIC COUNT AADT	ANNUAL GROWTH FACTOR	LINK K FACTOR	1051 PE HR TRAFFIC	2051 PE HR TRAFFIC	APPROX CORR INAFAC	TOTAL COMMITTED PE HR TRAFFIC	PERCENT SERVICE VOLUME VMT/SEG	LINK STATUS	TRAFFIC STUDY SERVICE VOLUME	APPROX PE HR SERVICE VOLUME
143.1		SR A1A	3rd St. to Queens River Park Drive/Usa Exit	TR	2MA	O	4.79	ADT21	5,637	1.0200	0.087	535	11	76	542	30.4%	OK		2,110
143.2	76	SR A1A	Queens River Park Drive/Usa Exit to McArthur Rd	TR	2MA	D	9.81	ADT21	7,719	1.0200	0.093	730	15	49	789	37.7%	OK		2,110
144.1		SR A1A	McArthur Rd to Sawgrass Dr. SW (2-lane)	U2	4MA	D	2.26	ADT21	16,521	1.0200	0.090	1,000	34	210	1,064	64.7%	CRITICAL	14,900	15,900
144.2	274	SR A1A	Sawgrass Dr. W to Palm Valley Rd (4-lane)	U2	4MA	D	0.48	ADT21	22,701	1.0200	0.090	2,684	42	231	2,757	65.8%	OK		3,560
145.1	81	SR A1A	Palm Valley Rd to PGA Tour Blvd	U2	4MA	D	0.54	ADT21	38,734	1.0200	0.090	3,156	68	293	3,749	78.8%	OK	4,880	4,880
145.2		SR A1A	PGA Tour Blvd to Corolla Rd	U2	4MA	D	0.97	ADT21	49,765	1.0200	0.092	3,765	76	133	4,094	82.0%	OK	4,880	4,880
146	260	SR A1A	Corolla Rd to CR 210A (Solara Rd)	U2	4MA	D	10.19	ADT21	30,161	1.0200	0.090	3,659	73	66	3,828	78.4%	OK	4,880	4,880
147.1	50	SR A1A	CR 210A (Solara Rd) to Atlantic Ave	U2	4MA	D	1.20	ADT21	35,239	1.0200	0.090	3,863	96	100	4,059	108.5%	DEFICIENT	4,880	4,880
147.2		SR A1A	Atlantic Ave to US 1 (2-lane)	U2	4MA	D	0.30	ADT21	35,618	1.0200	0.090	4,101	102	100	4,203	105.6%	DEFICIENT	4,880	4,880
148		St. Ambrose Church Rd	CR 15A to SR 207	U2	2UC	O	3.58	ADT21	447	1.0200	0.101	49	1	50	51	6.1%	OK		820
149		Varata Ave	SR 16 to Leach Speedway (CR 15A)	U2	2UC	O	0.27	ADT21	2,551	1.0200	0.090	271	5	67	339	29.5%	OK		1,150

[illegible]

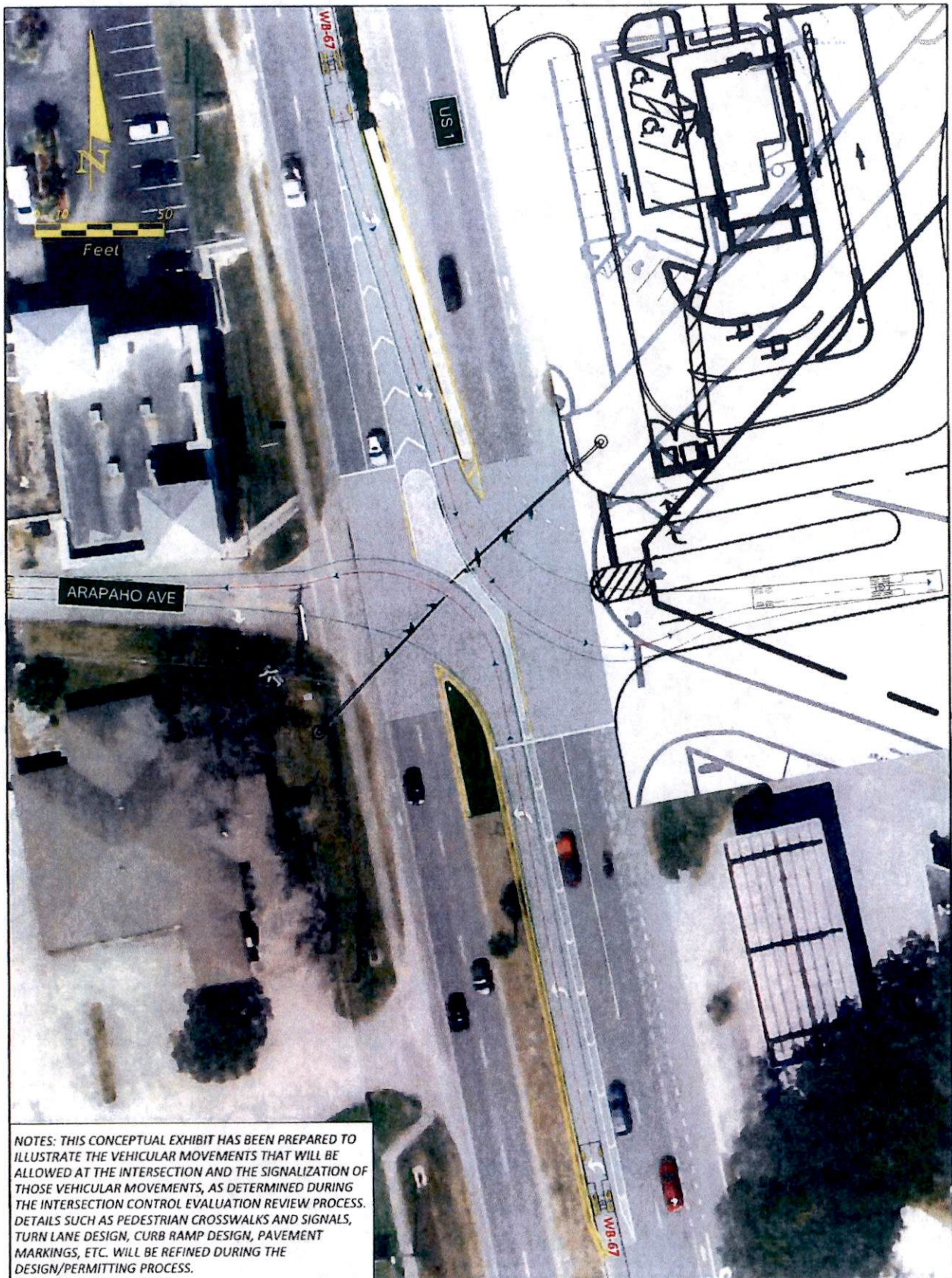
Attachment C

Project Traffic Distribution
Source: US 1/Arapaho Avenue
ICE Analysis



Attachment D

US 1 and Arapaho Avenue
Intersection Configuration
Source: US 1/Arapaho Avenue
ICE Analysis



INTERSECTION CONTROL EVALUATION STAGE 1
US 1 AT ARAPAHO AVENUE

DIRECTIONAL TRAFFIC SIGNAL ALTERNATIVE

ENVIRONMENTAL ASSESSMENT REPORT
OF
LUHRS-SERENDIPITY DEVELOPMENT SITE
ST. JOHNS COUNTY, FLORIDA

Prepared For
Windward Shipyard Land Holdings LLC

December 6, 2022



Prepared by
Carter Environmental Services, Inc.
42 Masters Drive
St. Augustine, Florida 32084

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INTRODUCTION

The 13.7-acre Serendipity project area is located off Arapaho Avenue in Sections 19/40, Township 7 South, Range 30 East in St. Johns County, Florida, Parcel ID's: 1346500000, 1347600000, 1347700000, 1347800000, and 1347900000 (Figure 1).

The purpose of our work on the subject property was to determine if there are any natural resource concerns that could potentially affect future/further development of the site. Specifically, this environmental assessment was to determine the approximate extent of any jurisdictional wetlands, habitat types, and to look for the presence of or potential utilization by any threatened, endangered or species of special concern.

EXISTING SITE CONDITIONS

The 13.70-acre Serendipity project site is located adjacent to a portion of the San Sebastian River that has high boat use and is considered St. Augustine's working waterfront. It is an urban infill parcel surrounded by commercial and residential development to the north and west and the river to the east and south.

The property was historically a saltwater marsh that had been filled in and maintained as pasture and other agricultural uses. These modified lands were used for cattle ranching in the early to mid-20th century. Present day landcover would be classified as Vacant Land or Mixed Hardwood-Coniferous (Figure 3).

The site includes wetlands regulated by the St. Johns River Water Management District (SJRWMD) and the U.S. Army Corps of Engineers (ACOE). The wetland jurisdiction lines were flagged by Carter Environmental Services, Inc. (CES) in December of 2019. The locations of the wetland jurisdiction lines were reviewed and approved in the field by Christine Wentzel of SJRWMD on 1-28-20. Two small wetland fill areas were permitted in 2022 with SJRWMD (#171618-1) and ACOE (#SAJ-2005-07685) to accommodate the proposed development. The salt marsh remaining along the fringe of the site is outside of the permitted bulkhead and will remain intact.

Elevation and Hydrology

The elevations of the property range from approximately +10 feet to +2 feet NAVD88. Elevations in the wetlands are approximately 1 to 2 feet lower than the adjacent uplands. Surface water drainage typically flows downgradient through fringe wetlands and wetland tributaries towards the San Sebastian River. A relatively large artificial aeration pond is located near the center of the property.

Soils

The *Soil Survey of St. Johns County, Florida* (U.S.D.A., Soil Conservation Service, 2004) indicates the following soil types within the property (Figure 2):

Pellicer silty clay loam, frequently flooded (24). Pellicer silty clay loam, frequently flooded, is a very poorly drained, nearly level soil that is in low tidal marshes along stream estuaries near the Atlantic coast. This soil is flooded twice daily by normal high tides. The water table fluctuates with the tide. Typically, the surface layer is very dark brown silty clay loam about 10 inches thick. Between depths of 10 and 55 inches, the material is dark greenish gray clay loam.

Astatula-Urban land complex (54). This map unit consists of nearly level to sloping, excessively drained Astatula soils on broad upland ridges and urban land. Astatula soils have a water table at a depth of more than 72 inches. Typically, Astatula soils have a surface layer of very dark grayish brown fine sand about six inches thick. Below that is fine sand, which extends to a depth of 80 inches or more. It is yellowish brown and has pockets of very dark grayish brown in the upper 11 inches. Below that, the material is strong brown and has pockets of light yellowish brown.

Adamsville Variant fine sand (57). Adamsville Variant fine sand is a somewhat poorly drained, nearly level soil on low knolls adjacent to tidal marshes, streams, and estuaries, near the Atlantic coast and Atlantic Inland Waterway. In most years the water table is at a depth of 20 to 40 inches for two to six months. It rises to within a depth of 10 to 20 inches for up to two weeks during the rainy season in some years. It is within a depth of 60 inches for more than nine months in most years. Typically, the surface layer, about 10 inches thick, is very dark grayish brown fine sand containing oyster shells 1/4 inch to 2 1/2 inches in diameter. Below this is pale brown, brown, light brownish gray, and light yellowish brown fine sand that extends to a depth of 60 to 80 inches.

Vegetative Communities

After the site visit, CES used the Florida Land Use Cover Form Classification System (FLUCFCS, Figure 3) to characterize land cover. The following cover types were observed, and no significant communities as defined by the St. Johns County LDC were found.

Uplands:

Vacant Land (FLUCFCS 190) - This portion of the project site was once an industrial, boat manufacturing site. When the associated structures were abandoned and demolished, the area generally became a bahiagrass (*Paspalum notatum*) field with scattered red cedar (*Juniperus virginiana*), cabbage palm (*Sabal palmetto*), live oak (*Quercus virginiana*), laurel oak (*Quercus hemisphaerica*), and Chinese tallow (*Triadica sebifera*) trees.

Hardwood/Conifer Mixed (FLUCCS 434) - This community has an overstory comprised of live oak, laurel oak, red cedar, and slash pine (*Pinus elliotii*). The understory and groundcover are vegetated with saplings of overstory species, Chinese tallow, Caesar weed (*Urena lobata*), milk pea (*Galactia volubilis*), yaupon holly (*Ilex vomitoria*), American beautyberry (*Callicarpa americana*), and muscadine (*Vitis rotundifolia*).

Wetlands:

Saltwater Marsh (FLUCCS 642) - This community is dominated by smooth cordgrass (*Spartina alterniflora*), saltmeadow cordgrass (*Spartina patens*), and black needlerush (*Juncus roemerianus*). Scattered saltbush, marsh elder, and black mangrove (*Avicennia germinans*) are present.

Ponds (FLUCCS 524) - This excavated pond contains some musk grass (*Chara spp.*) around the edges, and contains a significant amount of filamentous algae (*Lyngbya spp.*). The pond was once aerated, but since the closing of the boat manufacturing facility, it has become relatively stagnant.

PROTECTED ANIMAL SPECIES

Bald Eagle

Using St. John's County geospatial data from aerial surveys (2021), CES did not locate any bald eagle (*Haliaeetus leucocephalus*) nests on record within 1,500 feet of the property (Figure 4). Although no longer listed as threatened, endangered, or a species of special concern, bald eagles (*Haliaeetus leucocephalus*) are protected under the Bald and Golden Eagle Protection Act and the Migratory Bird Treaty Act of 1918. Certain activities proposed to take place within 1,500 feet of a bald eagle nest are regulated by St. Johns County Land Development Code, Section 4.01.10. If a bald eagle nest is located within 1,500 ft. of a property, an alternate site-specific bald eagle management plan may be required, along with an application for a waiver from the Board of County Commissioners requesting the management zones be reduced to match Federal

regulations. Currently, Federal regulation of bald eagle nests extend 660 feet outward from the nest tree with more intense regulation pertaining to the zone within 330 feet of the nest. During the CES site assessment, no bald eagles or their nests were observed. Therefore, there are no bald eagle restrictions associated with the development of this property.

Gopher Tortoise

CES determined that there was a slight potential for gopher tortoise (*Gopherus polyphemus*) habitat on the referenced property due to the presence of a small area of suitable soils occurring at the site (Figure 3). The CES site visit found that the habitat was not suitable to support gopher tortoises. The majority of the project site is dominated by soils that are not suitable for tortoise burrowing due to a shallow depth to water table. Within the small area of suitable soils, the understory lacks herbaceous grasses or forbs needed for gopher tortoise foraging. Additionally, the project area is a relatively small site that is surrounded by development to the north and west and salt marsh to the south and east. It is highly unlikely that gopher tortoises would ever occupy this site if it were to remain in its current condition. Therefore, restrictions to development due to gopher tortoise presence is not considerable here.

Listed Wading Birds

Wood Stork:

CES reviewed current geospatial data, provided by FWS, to look for wood stork (*Mycteria americana*) colonies in close proximity to the site. The nearest known wood stork colony is located at the St. Augustine Alligator Farm, approximately 1.8 miles away which puts this project within the wood stork colony's core foraging area. Although the site falls within a core foraging area, wood storks are extremely tolerant of development and human presence. This is evidenced by their common occurrences in roadside ditches, swales, and stormwater retention ponds. No wood storks were observed by CES biologists during multiple site visits.

Other Protected Wading Birds:

CES reviewed the FWC database of wading bird rookeries (FWC Water Bird Locator) to assess the potential for protected wading birds to nest on the property. The review revealed no known rookery within a one-mile radius of the property. The closest known, active rookery is approximately 10 miles to the south on Matanzas State Forest. No listed wading birds were observed by CES biologists during multiple site visits.

Eastern Indigo and Florida Pine Snakes

CES assessed the site for potential utilization by eastern indigo and Florida pine snakes. These snakes need large expanses of contiguous habitat as their home range can exceed 200 acres. Due to surrounding development in a suburban landscape, the habitat is not suitable for the indigo or pine snake because of size constraints and habitat fragmentation.

PROTECTED PLANT SPECIES

In addition to protected animal species, CES biologists reviewed the site for protected plant species, and none were observed. No coordination would be required with any regulatory agency if protected plant species were observed in the future. Currently, no regulations exist for protected plant species occurring on privately owned land, unless the landowner is harvesting and engaging in the commercial sale of protected plants.

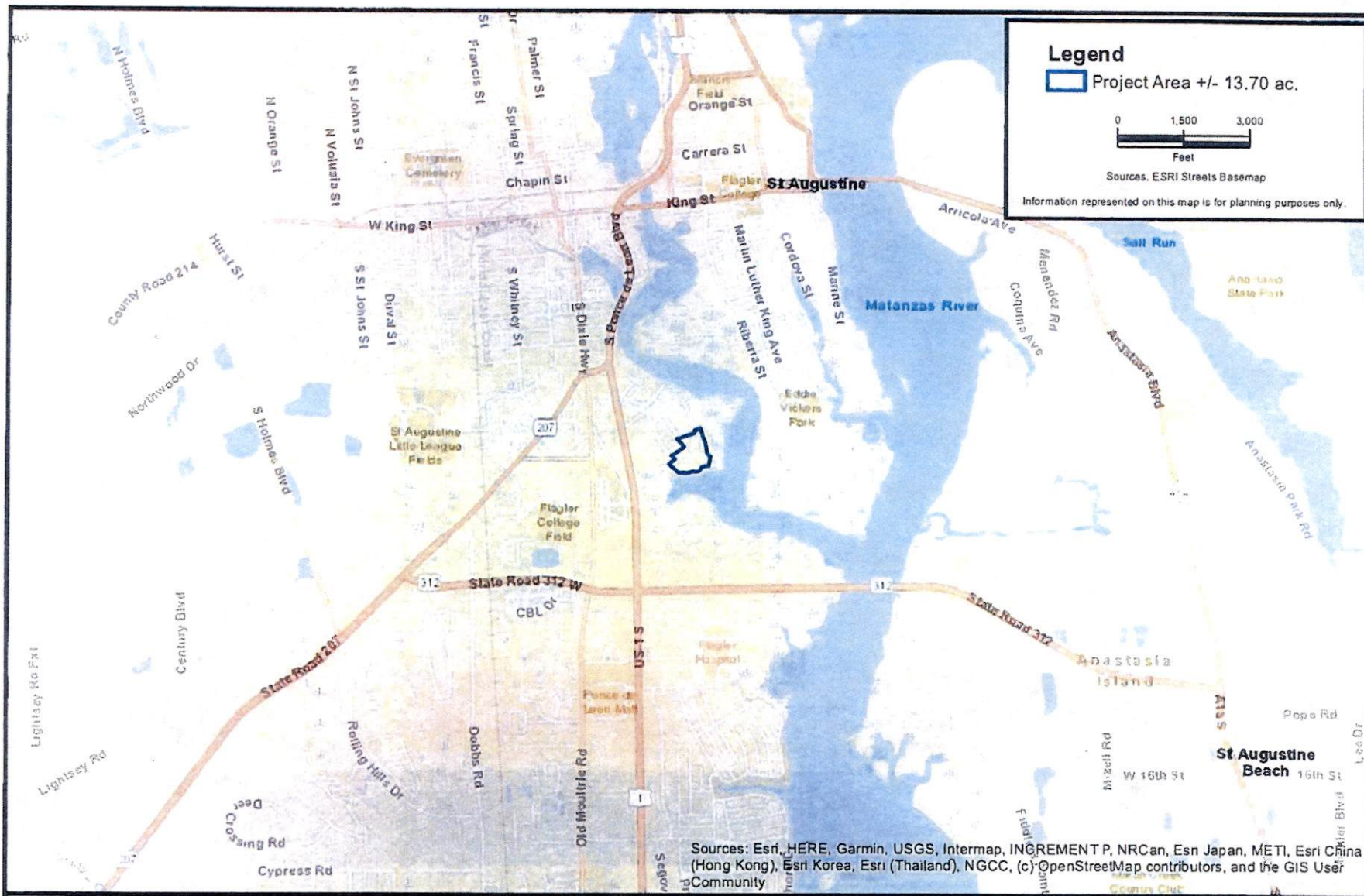
FUTURE DEVELOPMENT CONSIDERATIONS

Future development is proposed for a single-family residential community, dockage, and shoreline stabilization. Federal and State permits have been obtained (SJRWMD #171618-1 and ACOE #SAJ-2005-07685). A cultural resource assessment has been performed per the request of the Army Corps of Engineers, and coordination with St. Johns County has already taken place. Existing salt marsh habitat will be avoided, while permitted fill was over relatively low-quality hydric pasture and fringe freshwater wetlands. The proposed dockage will traverse along the alignment of existing dockage so no salt marsh areas will be disturbed.

CONCLUSIONS

The site has been under anthropogenic use and alterations for over a century. Due to the historic use, lack of wildlife connectivity, and nature of the site as an urban infill parcel, the uplands provide marginal habitat value. Fringe salt marsh provides habitat for transient wading birds and juvenile fish habitat and these areas will remain untouched with the proposed site plan. Any additional work proposed on, in or over wetlands would require both State and Federal permitting. Furthermore, the lack of protected species or significant natural communities poses no additional regulatory constraints.

APPENDIX A: SITE MAPS



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

CARTER ENVIRONMENTAL SERVICES, INC.

CES

42 Masters Drive
St. Augustine, FL 32084
904-540-1786

www.carterenv.com

Location Map Serendipity

Project: 5.13125

St. Augustine, FL

Date: Dec 06 2022

Figure:

1





CARTER ENVIRONMENTAL
SERVICES, INC.



42 Masters Drive
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Soils Map Serendipity

Project:

5.13125

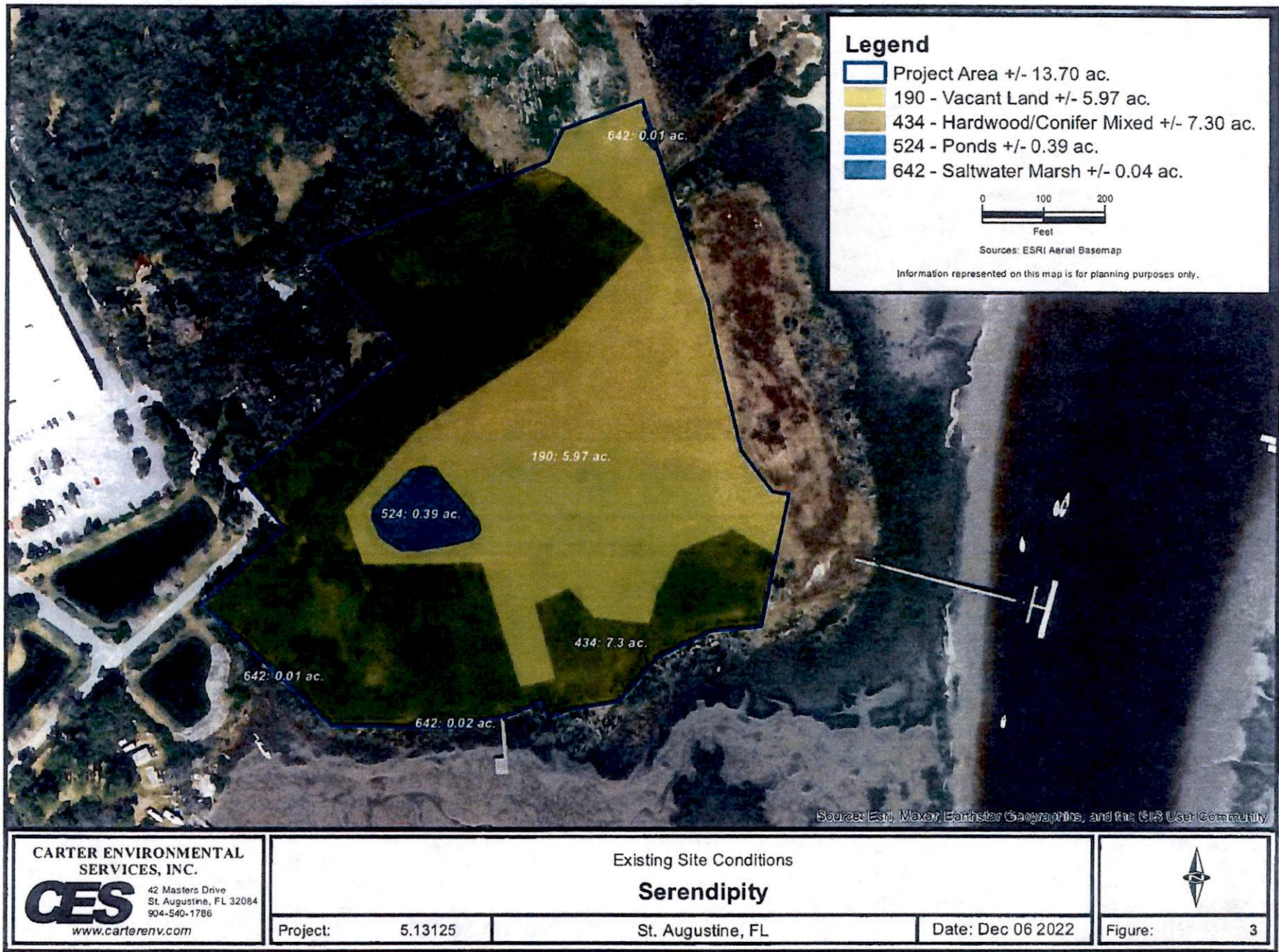
St. Augustine, FL

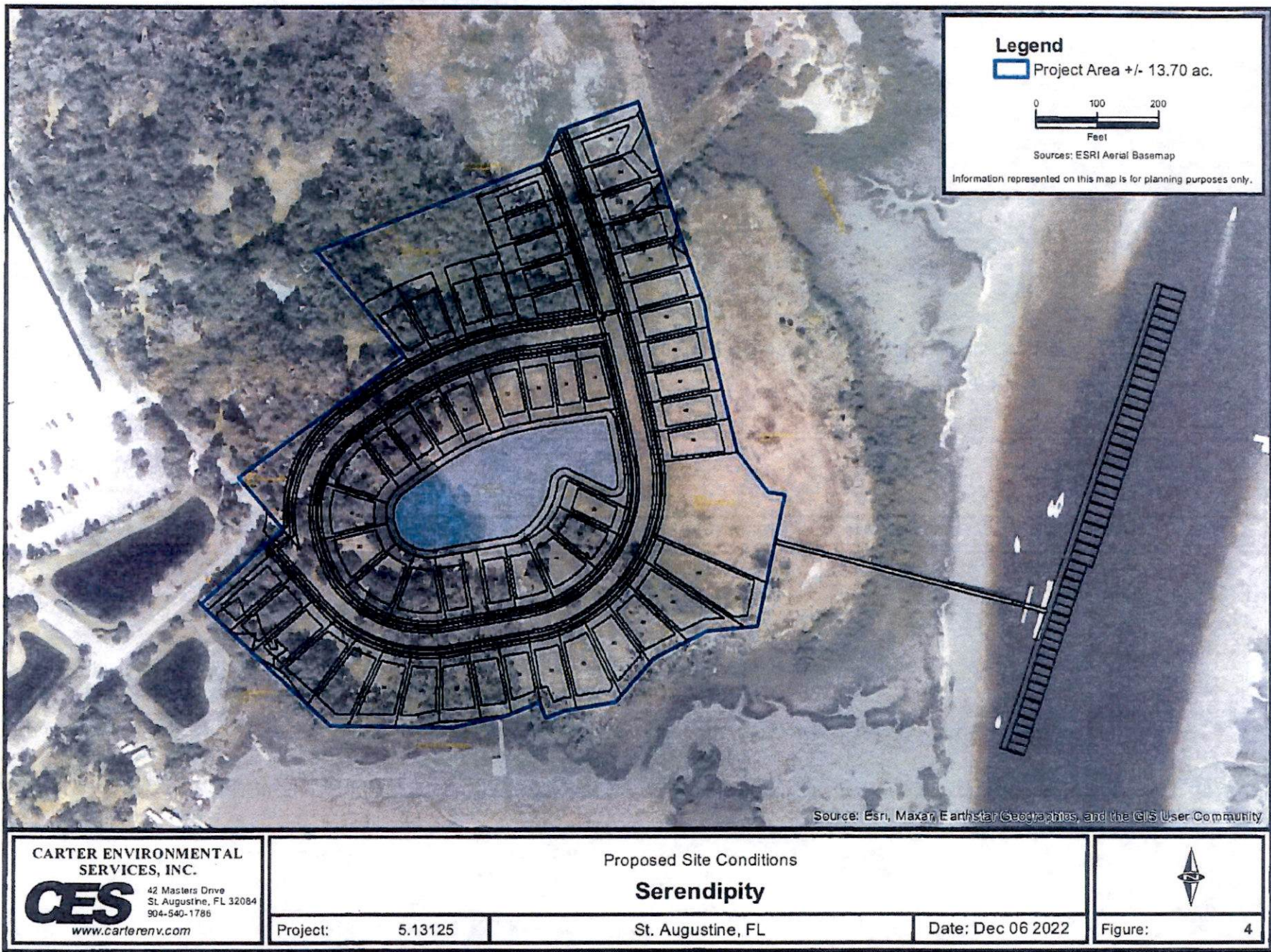
Date: Dec 06 2022

Figure:

2

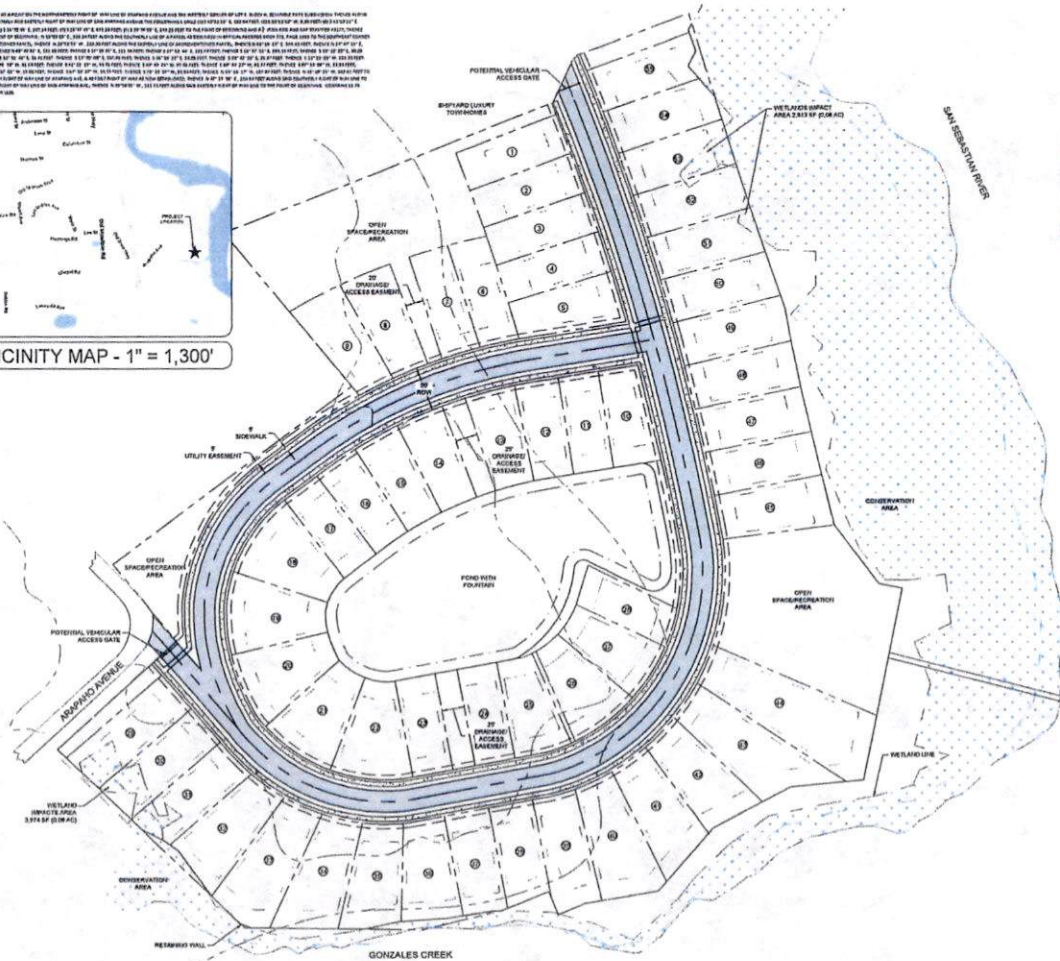
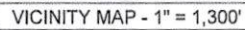








CARTER ENVIRONMENTAL SERVICES, INC. CES 7 Waldo Street St. Augustine, FL 32084 904-540-1786 www.carterenv.com	Eagle Nests Location Map Serendipity			Figure: 5
Project:	5.13125	St. Augustine, FL	Date: Dec 06 2022	

[illegible]

PARCEL NUMBERS: 1347600000; 1347700000;
1347800000; 1347900000;
1348000000

FLOOD ZONE: X AND AE

FEMA PANEL NUMBER: 12109C0314J & 12109C0377J

TOTAL LOTS: MAXIMUM 55

RIGHT-OF-WAY MAY BE PUBLIC OR PRIVATE, AT DEVELOPER'S OPTION.

HATCH LEGEND	
	WETLAND
	WETLAND IMPACTS
	RECREATION AREA
	ASPHALT PAVEMENT
	CONCRETE BIOVALVE



PROPERTY / RIGHT OF WAY
EASTING EDGE OF PAVEMENT
EASTING FLOOR/PLANE/LINE
BUILDING SETBACK
LOT LINE
EDGES OF PAVEMENT
POND TOP OF BANK
LOT NUMBER

SITE DATA TABLE		
TOTAL PROJECT AREA	960.93 SF	13.09 AC
WETLANDS		
TOTAL WETLAND AREA	6,970 SF	0.19
WETLAND IMPACT AREA	6,937 SF	0.19
WETLAND REVISIONS	1,063 SF	0.03
OPEN SPACE		
PERCUTATION AREA	55,340 SF	1.67
TOTAL OPEN SPACE	55,340 SF	1.67
TOTAL OPEN SPACE		
PROPOSED OPEN SPACE	405,334 SF	2.35
PROPOSED LOT AREA	398,932 SF	2.45
PROPOSED PUDO AREA	64,612 SF	0.68
PUBLIC IMPROVEMENT QUANTITIES		
TOTAL ROAD LENGTH		21.78
TOTAL SIDEWALK LENGTH		0.00
DEVELOPMENT CRITERIA		
FRONT SETBACK		20 FT
SIDE CORNER SETBACK		10 FT
REAR SETBACK		50 FT
REAR SETBACK (ADJUTING TO ADJACENT DEVELOPMENT)		20 FT

THE MASTER DEVELOPMENT PLAN IS A GENERAL REPRESENTATION OF THE APPROVED PLAN OF DEVELOPMENT. FINAL CONSTRUCTION AND ENGINEERING PLANS MUST DEMONSTRATE COMPLIANCE WITH ALL REQUIREMENTS OF THE PLAN AND OTHER APPLICABLE LAND-USE REGULATIONS.

DATE: _____
ORIGIN/PRICE NUMBER: _____
FILE NUMBER: _____

MAVERICK ENGINEERING
10 WILLOW WINDS PARKWAY
ST. JOHNS, FLORIDA 32259
(904) 655-6687



	#	DATE	DESCRIPTION
CHECKED BY:	COM		
PERSON BY:	COM		
DRAWN BY:	JWC		
DATE:	SERVED		

MASTER DEVELOPMENT PLAN
SHIPYARD SINGLE FAMILY

1
OF



EX-1

OF 1

SHIPYARD ANNEXATION EXHIBIT

SHIPYARD SINGLE FAMILY

ST. JOHNS COUNTY

PREPARED FOR:

WILLOW WINDS PARKWAY, LLC

DATE	BY	DESCRIPTION
10/11/11	CM	DESIGNED BY
10/11/11	CM	DESIGNED BY
10/11/11	CM	DATE
10/11/11	CM	PROJECT #

MAVERICK ENGINEERING

10 WILLOW WINDS PARKWAY

ST. JOHNS, FLORIDA 32259

(904) 655-6687

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: April 13, 2023

RE: Ordinance 2023-14 – Amending the Zoning Designation of a Total of 13.70 Acres - Approximately 12.54 Acres of a Portion of Annexed Property from St. Johns County Open Rural (OR) to City Planned Unit Development (PUD) and Approximately 1.16 Acres from City Residential General Office (RGO) to Planned Unit Development (PUD) – First Reading

The 13.70-acre property east of Arapaho Avenue and part of a 14.79-acre annexation as part of the Shipyards development is between Arapaho Avenue and the San Sebastian River. The property is bordered on the north by the existing Shipyards development, on the west by properties remaining in the county, and to the south and east by the San Sebastian riverine environment. This property is owned by Windward Shipyard Land Holdings, LLC.

The county's Future Land Use Map (FLUM) identified Mixed-Use District as the current land use category for 12.54 acres of the property. The owner has requested to change the land use to the City Residential Low Density land use category. Additionally, approximately 1.16 acres of the property is currently within the City of St. Augustine with an existing land use of City Residential Medium Density Mixed Use. The owner has also requested to change the land use of this area to the City Residential Low Density land use category. The application is to rezone the entire 13.70 acres of property to Planned Unit Development (PUD), which is consistent with the proposed land use category. The owner is proposing that this property be developed as a 55-unit single family subdivision with a proposed dock.

On March 7, 2023, the Planning and Zoning Board (PZB) held its first public hearing regarding the proposed PUD. The PZB considered the application, held a public hearing and discussed concerns regarding the Conservation Overlay Development portion of the PUD. The packet of information provided to the PZB for this March PZB meeting is included with the land use plan amendment material.

On April 4, 2023, the Planning and Zoning Board (PZB) held a second public hearing and made a positive recommendation to amend the zoning of this property from County OR and City RGO to City PUD. The PZB included a recommendation to require sidewalks on both sides of the streets.

As outlined in the April PZB staff report, the PUD proposal is similar to other low-density standards within the city. The staff report also references the 17 criteria for the Conservation Overlay Development.

This request for a rezoning from St. Johns County's OR and the City RGO zoning district to a PUD within the Shipyards Development is one that mirrors the Residential Single-Family-Two (RS-2) zoning district. The proposed PUD will consist of 55 single-family homes and a shared dock for storage of private boats.

On March 7, 2023, the City Planning and Zoning Board recommended the land use plan amendment for this subject property from its St. Johns County land use to the City's Residential Low Density Future Land Use Designation.

Parcel ID Number	Proposed Land Use	Proposed Zoning
134760-0000 (Majority of Southern portion)	Residential Low Density	Planned Unit Development (PUD)
134780-0000	Residential Low Density	Planned Unit Development (PUD)
134790-0000	Residential Low Density	Planned Unit Development (PUD)

The proposed PUD, which will overlap the proposed Residential Low Density Future Land Use amendment, is written in a way to resemble the City of St. Augustine's Residential Single-Family-Two (RS-2) zoning district. The table below illustrates the differences between the two.

	Residential Single-Family-Two (RS-2)	Proposed Planned Unit Development (PUD)
Setbacks	Front: Fifteen (15) feet Side: Ten (10) feet Rear: Ten (10) feet	Front: Twenty (20) feet - Corner yard may be ten (10) feet Side: Five (5) feet Rear: Ten (10) feet
Maximum Building Height	Thirty-five (35) feet, Code Section 28-332 as applicable	Thirty-five (35) feet, in addition to this building height, an additional five (5) feet shall be permitted for architectural features and mechanical equipment, pursuant to Code Section 28-332.

Minimum Lot Size	5,450 square feet	4,800 square feet
Minimum Lot Width	Fifty (50) feet	Forty (40) feet
Maximum Lot Coverage	Thirty (30) percent	Fifty (50) percent
Parking	A minimum of two (2) spaces per unit	A maximum of two (2) spaces per unit

In addition to the residential portion of the proposed PUD, the PUD includes a dock with 50 slips as represented on the Master Development Plan. The PUD documents include an outline for Conservation Overlay Zone development on pages 9 through 13 in the proposed PUD. The PUD text/narrative does include an analysis of Sec. 11-29(c) of the City's code; therefore, the Planning and Zoning Board (PZB) can review the analysis provided and approve the conservation zone development as part of the PUD rezoning recommendation.

Under Sec. 11-29. – Standards for review, applications for development in Conservation Overlay Zones shall be evaluated according to the following criteria, the applicant's responses are italicized, and staff comments are in bold.

(1) Site specific conditions.

- *See the Master Development Plan and Conservation Overlay Zone Plan for site development details.*

(2) The site's relationship to adjacent properties, bodies of water and surrounding conservation zones.

- *See the Master Development Plan and Conservation Overlay Zone Plan for site development details.*

(3) Natural and proposed drainage patterns.

- *The Property is bounded on the east and south by the San Sebastian River and connected marshlands. The Property's existing drainage patterns can be described as the perimeter coast line drains directly to the river and connecting marsh while the internal portions of the site drain to onsite wetlands and a manmade drainage ditch, which eventually drain to the San Sebastian River on the east and south sides of the Property.*
- *The proposed drainage pattern for the site will have stormwater collected and conveyed from roadways and lots within an inlet and pipe network, toward one on-site wet detention ponds.*

(4) Effect of point and nonpoint discharge in the marine environment.

- *The point discharges will include the outfall control structure in the wet detention pond system described above, which is proposed to connect to the San Sebastian River. There will be minimal impacts to marine life as these outfalls will discharge treated stormwater. Nonpoint discharges from rear yards will be minimized as the lots will be designed with Type "A" grading, forcing runoff to reach the stormwater collection system.*

(5) Proposed soil stabilization and erosion control methods.

- *Standard erosion control methods will include silt fencing around the perimeter of the developed areas, inlet protection during construction, hay bale barriers at the outfalls*

and floating turbidity barriers within the onsite ditch during road crossing construction. All disturbed areas will be seeded and mulched to establish vegetation to ensure minimal erosion after construction is complete.

(6) Impact on floodplain.

- *Because the San Sebastian River is an open basin that has a direct connection to the Atlantic Ocean, the impacts to the floodplain will be minimal.*

(7) Impact of development on vegetative and animal communities.

- *Approximately 0.15 acres of proposed wetland impacts are for home sites (Figure 4). Locations of the proposed wetland impacts are shown on the wetland management plan enclosed with the environmental report by Carter Environmental Services, Inc. included with the application package. Those impacts either have been permitted by both the District and U.S. Army Corps of Engineers (the "Corps"). All hydrologic flow will be unimpeded and follow its natural course. Further, all other wetlands on-site will remain.*

(8) Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.

- *Because the PUD will include single-family homes and the community dock, which will not have fueling or other activities that permit the use of hazardous chemicals and materials, there is no potential for contaminated drainage, storage of pollutants or the use of poisonous chemicals or materials.*

(9) Effect of shade on vegetation and shellfish.

- *The community dock be at minimum five (5) feet above mean high water. Therefore, shading will be minimal. None of the wetland impacts proposed in upland areas of the project will have a shade effect on vegetation or shellfish. The Owner will leave 3.24 acres to remain adjacent to the San Sebastian River. The 0.15 acres of low-quality freshwater wetland impacts, not saltmarsh, will be mitigated by purchasing 0.12 mitigation bank credits.*

(10) Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.

- *The proposed development will honor the standard will have no effect on manatees, vegetation, shellfish or wildlife, nor will it cause shoreline erosion because it is located within upland areas of the site.*

(11) Impact of development on shoreline by linear feet and percent of site.

- *The existing shoreline will not be altered by the proposed development. The bulkheads will be mostly constructed within the uplands, except for the areas adjacent to the wetland impacts.*

(12) Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.

- *The Conservation Overlay Zone 1 Development includes the community dock. The community dock is depicted on Figures 4 thru 10C.*

- *The proposed single-family homes will be located within Conservation Overlay Zones 2 and 3. The homes will be limited to 35 feet in height (two stories) so their impacts to vistas and scenic opportunities will be minimal. Existing tree canopies within COZ 1 and upland buffers will be left in place and new trees will be planted within lots, both of which will allow the proposed homes to blend into the area.*
- (13) Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.
- *Native vegetation will be preserved in buffer areas within the Property, in the locations depicted on the Master Development Plan. Native plants will be used for landscape and open space purposes to the extent practicable. Proposed retention areas are depicted on the Master Development Plan.*
- (14) Impact of development on plant and animal habitat and potential loss in acres and percent of site.
- *The Windward Shipyard project will cluster housing development within upland areas of the Property and will preserve marshlands and other wetlands associated with the San Sebastian River.*
 - **The Master Development Plan submitted shows housing development similar to that of suburban subdivision developments, although this residential development is connected to a larger mixed use type development . Plans for the proposed PUD development also include impacts to approximately 0.15 acres of on-site wetlands.**
- (15) Impact of development on water quality. Water quality objectives will be presumed to have been met if runoff water is routed to a surface water management system permitted by the St. Johns River Water Management District or to a treatment facility that is equivalent to the water quality treatment criteria (water retention/detention) of the water management district. (An engineer or landscape architect licensed in the State of Florida is required to certify that the treatment facility is equivalent to the district's criteria.)
- *Stormwater runoff from the Property will be routed to a surface water management system permitted by the St. Johns River Water Management District.*
- (16) Impact of development on shellfish and on commercial and sport fish and waterfowl.
- *The project will have no impact on shellfish or on commercial or sport fish or waterfowl because all stormwater runoff from the Property will be routed to a District-permitted surface water management system. The proposed homes will be located on upland areas of the site.*
- (17) Specific conditions applicable to docks. In addition to the considerations listed in subsections (1) through (16) herein, no boathouse, roofed structure or wall shall be constructed on any dock. This section shall not prohibit the use of bumpers or similar structures built at or near the water line and below deck elevation to protect the dock from damage caused by moored vessels. The deck of any private boat dock shall not exceed six (6) feet in height above mean high water. Boatlifts mounted on docks, or constructed on or adjacent to a dock, shall be limited to a capacity of twelve thousand (12,000) pounds or less. All boatlifts shall be low profile boatlifts or no profile boatlifts, and no boats in excess of thirty-two (32) feet in length

shall be allowed on a boatlift. In addition, the maximum height, excluding masts, antennas and other non-occupiable features, of a boat suspended in a boatlift shall not exceed six (6) feet above the gunwale (gunnel); whereby, the gunwale (gunnel) is defined as the upper edge of the side of the ship or boat. A low profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall exceed three (3) feet above the deck. A no profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall protrude above the deck.

- *Project will comply.*

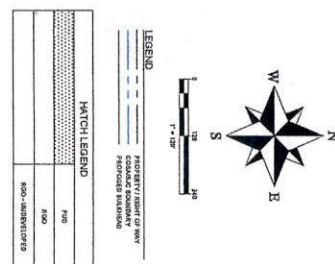
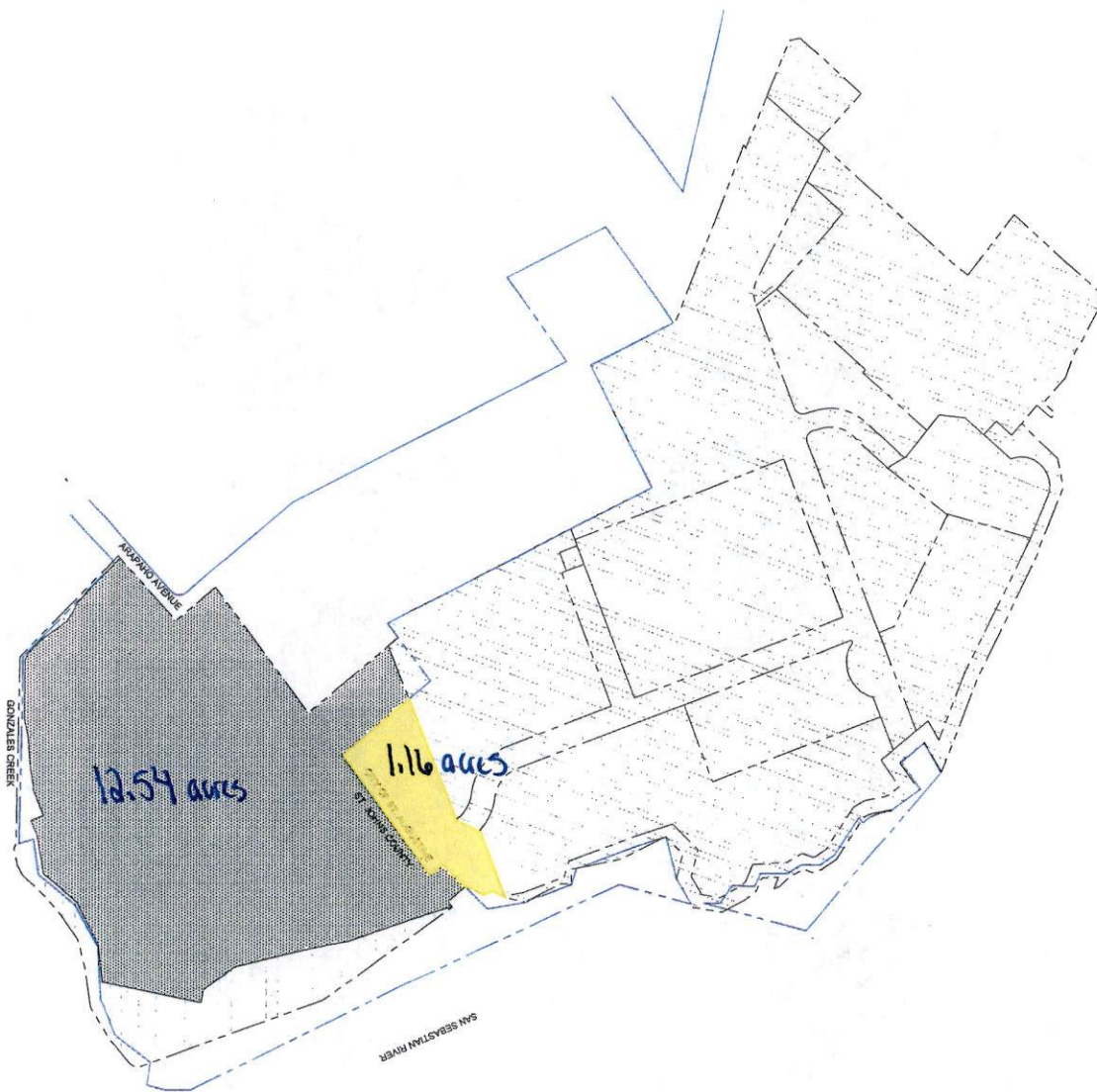
Attached you will find the Ordinance, and legal description, the amended PUD text attached to the ordinance, a map illustrating the requested change, and the packet of information regarding this second PZB public hearing application. At the April PZB meeting the board reviewed the application in more detail, including the Conservation Overlay Development details. A redline version of the PUD text with the change related to the sidewalks is also attached.

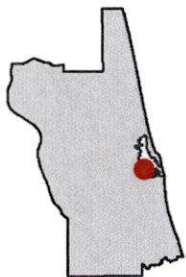
Please place Ordinance 2023-14 on the City Commission agenda for first reading.

If you have any questions or require additional information, please let me know.



Amy McClure Skinner, AICP
Director
Planning and Building Department





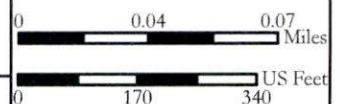
Current Zoning

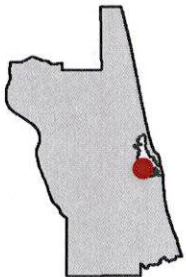


St Johns County, Maxar, Microsoft, Esri Community Maps Contributors, FDEP, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,

2023

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet





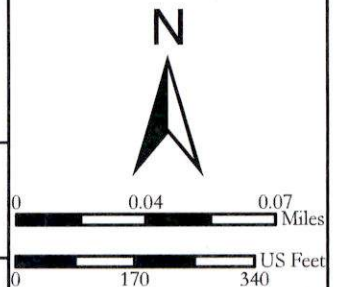
Proposed Zoning



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2023

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



ORDINANCE NO. 2023-14

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING APPROXIMATELY 13.70 ACRES OF PROPERTY LOCATED EAST OF ARAPAHO AVENUE AS A PORTION OF THE M. SOLANA GRANT WITHIN THE SHIPYARDS DEVELOPMENT IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT CLASSIFICATION OF ST. JOHNS COUNTY OPEN RURAL (OR) AND CITY OF ST. AUGUSTINE RESIDENTIAL GENERAL OFFICE (RGO) TO THE CITY OF ST. AUGUSTINE CLASSIFICATION OF PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Augustine, Florida finds that all legal requirements have been met, a public hearing has been held and the Planning and Zoning Board has recommended that parcels of property identified by the by the attached legal description as containing approximately 13.70 acres of land, located east of Arapaho Avenue as a portion of the M. Solana Grant within the Shipyards Development being more fully described herein, should be rezoned. Approximately 12.54 acres of the 13.70 acres will be changed from St. Johns County Open Rural (OR) to City Planned Unit Development (PUD) and approximately 1.16 acres of the 13.70 acres will be changed from City of St. Augustine Residential General Office (RGO) to City Planned Unit Development (PUD);

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

Section 1. The following described property, containing approximately 13.70 acres of land, located east of Arapaho Avenue as a portion of the M. Solana Grant

within the Shipyards Development in the City of St. Augustine, and identified by the attached legal description, with 12.54 acres identified on the Zoning Atlas of St. Johns County as Open Rural (OR) and 1.16 acres identified on the City of St. Augustine Zoning Atlas as Residential General Office (RGO) is hereby rezoned from the St. Johns County classification of Open Rural (OR) and City of St. Augustine Residential General Office (RGO) to the City of St. Augustine classification of Planned Unit Development (PUD), and as more fully described in the attached legal description(s).

Section 2. The City Planning and Building Director is hereby authorized and directed to change the Zoning Atlas for the City of St. Augustine, Florida to reflect the rezoning of the above-described land to include the attached Windward Shipyard Planned Unit Development text and exhibits.

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

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

Section 5. Effective Date. This ordinance shall be effective thirty-one (31) days after adoption in conjunction with Ordinance No. 2023-13 or, if Ordinance No. 2023-13 is challenged within thirty (30) days after adoption, effective upon issuance of a final order by the Department of Economic Opportunity or the Administration Commission.

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

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

EXHIBIT "A-2"

Shipyard Single-Family Parcel

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 19 & 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 6 CALLS (1) S 68°21'25" E, 122.04 FEET; (2) S 53°15'10" W, 8.50 FEET; (3) S 68°29'21" E, 403.09 FEET; (4) S 26°52'43" E, 205.14 FEET; (5) S 26°47'43" E, 692.28 FEET; (6) S 39°56'09" E, 249.22 FEET TO THE POINT OF BEGINNING AND A 58" IRON ROD AND CAP STAMPED #8177; THENCE FROM SAID POINT OF BEGINNING ; N 53°03'29" E , 333.34 FEET ALONG THE SOUTHERLY LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 779, PAGE 1160 TO THE SOUTHEAST CORNER OF AFOREMENTIONED PARCEL; THENCE N 39°32'35" W , 223.30 FEET ALONG THE EASTERLY LINE OF AFOREMENTIONED PARCEL; THENCE N 68° 19' 25" E, 396.45 FEET; THENCE N 24° 47' 29" E, 57.06 FEET; THENCE N 69° 42'32" E, 135.86 FEET; THENCE S 17° 09'35" E, 111.54 FEET; THENCE S 17° 38' 44" E, 131.74 FEET; THENCE S 18° 57' 11" E, 105.33 FEET; THENCE S 10° 12' 29" E, 40.03 FEET; THENCE S 11° 52' 43" E, 51.41 FEET; THENCE S 13° 02' 00" E, 157.41 FEET; THENCE S 36° 59' 22" E, 84.02 FEET; THENCE S 78° 42' 32" E, 26.87 FEET; THENCE S 11° 22' 05" W, 220.85 FEET; THENCE S 84° 46' 38" W, 81.60 FEET; THENCE S 62° 22' 13" W, 98.51 FEET; THENCE S 40° 49' 36" W, 93.52 FEET; THENCE S 80° 44' 20" W, 31.97 FEET; THENCE S 67° 54' 06" W, 33.95 FEET; THENCE N 22° 17' 02" W, 28.06 FEET; THENCE S 67° 53' 27" W, 55.55 FEET; THENCE S 76° 38' 57" W, 90.94 FEET; THENCE N 89° 10' 17" W, 197.97 FEET; THENCE N 46° 09' 33" W, 289.62 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ARAPAHO AVE. A 40 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE N 47° 28' 56" E , 180.64 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVE. THENCE N 39°39'06" W , 111.75 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING. CONTAINS 13.70 ACRES MORE OR LESS.

Windward Shipyard Planned Unit Development

City of St. Augustine, Florida

February 2, 2023
Revised March 1, 2023
Revised April 5, 2023

Team Roster

Owner/Applicant: **Windward Shipyard Land Holdings, LLC**
 Stefan Johansson, Chris Simon, Karl Masters
 404 Riberia Street
 St. Augustine, Florida 32084
 (904) 824-4394

Civil Engineering: **Maverick Engineering**
 Jeremy Calloway
 10 Willow Winds Parkway
 St. Johns, Florida 32259
 (904) 655-6687

Landscape Architect: **Marquis Latimer +Halback, Inc.**
 Jeremy Marquis, Fremont Latimer, Elijah George
 34 Cordova Street, Suite A
 St. Augustine, Florida 32084
 (904) 540-6940

Environmental: **Carter Environmental Services, Inc.**
 Ryan Carter
 42 Masters Drive
 St. Augustine, Florida 32084
 (904) 540-1786

Legal: **Rogers Towers, P.A.**
 Ellen Avery-Smith, Esq.
 100 Whetstone Place, Suite 200
 St. Augustine, Florida 32086
 (904) 825-1615

Exhibit List:

Exhibit "A" – Legal Description of the Property
Exhibit "B" – Master Development Plan
Exhibit "C" – Tree Relocation Plan
Exhibit "D" – Conservation Overlay Zone Plan

WINDWARD SHIPYARD PLANNED UNIT DEVELOPMENT TEXT

A. Purpose and Intent.

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

This Windward Shipyard PUD text creates site-specific regulations to address development and topographic conditions, historic or architectural features, and transitioning land uses. The PUD, including all exhibits hereto, complies with all applicable provisions of City Code Chapter 28.

B. Site Information.

1. Location

The property subject to this PUD ordinance is located west of the San Sebastian River, north of State Road 312 and east of U.S. Highway 1 in the City of St. Augustine. The property has St. Johns County Parcel Identification Nos. 134760-0000, 134770-0000, 134780-0000, 134790-0000 and 134650-0000 (collectively, the “Property”). A legal description of the Property is attached as **Exhibit “A”**.

2. Owner, Developer and Agent

The owner of the Property is Windward Shipyard Land Holdings, LLC (the “Owner”). The agent for the Owner and Developer is Ellen Avery-Smith, Esq., Rogers Towers, P.A. (the “Agent”). Addresses for the Owner and Agent are in the Team Roster on page 2.

3. **Existing approvals** A majority of the Property is located in unincorporated St. Johns County. The Property has a Future Land Use Map designation of Mixed Use District (County) and a zoning of Open Rural (County). The Owner has filed applications to annex the Property into the City of St. Augustine and to change the Future Land Use Map (“FLUM”) designation to Residential Low Density (“RLD”) in the City. The legal description of the Property is attached as **Exhibit “A”** (the “Property”). The Owner owns other parcels immediately north of the Property that are located in the City limits and commonly known as the St. Augustine Shipyard.

4. Summary of Proposed Development

The Owner is proposing to construct a maximum of 55 single-family units, a community dock with 50 boat slips and recreational amenities related to the single-family homes within the Property (the “**Project**”). A master development plan depicting the locations of the proposed uses within the Property is attached as **Exhibit “B”** (the “**Master Development Plan**”).

The Property includes approximately 13.5 acres of uplands and 0.19 acres of wetland. The Owner is proposing to impact approximately 0.15 acres of on-site wetlands in order to construct roadway crossings, ponds and homes. All other on-site wetlands will be preserved.

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

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

The Property is located in unincorporated St. Johns County and has a FLUM designation of Mixed Use District (County) and a zoning of Open Rural (County). The Owner is proposing to annex the Property into the City’s boundaries and give the site a FLUM designation of Residential Low Density in the City.

City Comprehensive Plan Future Land Use Element (“**FLUE**”) Policy 6.4.3 states that the Residential Low Density FLUM category is intended to apply to those neighborhoods designated for single-family dwellings and single-family type uses, as well as those uses compatible with low-density single-family uses such as churches, child care centers, public and institutional uses, including school consistent with the Public Schools Facilities Element, recreation and Open Land (Conservation) as appropriate to create and maintain a stable, low-intensity residential character. Single-family density is a maximum of eight (8) units per acre.

Future Land Use Element Goal 1 encourages the preservation and protection of the City’s natural resources by establishing a pattern of development that is harmonious with the City’s natural environment. The proposed PUD meets these requirements by preserving all marshland within the Property, retaining natural hydrologic connections managing all stormwater on-site. The Project will meet the requirements of FLUE Policies 1.1.8 and 1.1.9 by encouraging street, pedestrian and open space designs the discourage cut-through traffic and provide for safe, convenient and well-designed traffic circulation on the Property and through the adjacent Shipyards site.

FLUE Policies 2.1.2, 2.1.3, 2.1.4 and 2.3.4 require new development to provide necessary services and facilities or to pay a fair share of costs of providing such facilities, including extension of water, sanitary sewer and drainage systems to serve projects. The PUD will comply with those requirements by paying for connection to the City’s existing water and sewer systems and dedicating such water and sewer improvements to the City, as well as providing drainage on-site. Internal streets constructed by the Owner will be connected to public streets owned by the City, St. Johns County and the Florida Department of Transportation (“**FDOT**”).

FLUE Objectives 5.1 and 5.2 and their applicable policies encourage infill, mixed-use development of the type being proposed for the Property and adjacent land owned by the Owner in the Shipyards project. The combined projects provide orderly, compact development and the provision of public facilities and services that minimize costs and environmental impact and maximize efficiency. The Project and Shipyards will provide a pedestrian friendly street design and an interconnected street network, which will reduce greenhouse gas emissions.

FLUE Goal 8 and its policies focus on preserving the City's sense of place by balancing small-town urban character with economic activity and encouraging compatible infill development. The PUD provides these by providing residences adjacent to the mixed-use Shipyards project and other businesses in the surrounding area. The Project's proximity to places of employment, restaurants, shops and other commercial and office centers makes it a true walkable and bicycle-friendly community. The PUD has been designed to preserve the City's historic skyline and recognize eventual sea level rise.

Recreation and Open Space Element Overall Goal and applicable policies require certain residential developments to provide parks and recreational facilities, based on the number of proposed units. The Project will provide neighborhood parks for its residents and will be interconnected with the Shipyards via sidewalks and paths.

The Conservation and Coastal Management Element Overall Goal is to protect and conserve natural areas, environmentally sensitive areas, natural vegetative communities, wildlife habitats, marine resources, federal and state listed species, and other renewable and non-renewable natural resources. Approximately 3.24 acres of wetlands will remain in the Project. The Owner will impact approximately 0.15 acres of low-quality wetlands within the Property area in order to construct.

The Coastal Management Goal requires the City to maintain three (3) Conservation Overlay Zones ("COZs"). Conservation Overlay Zone 1 allows passive recreation, wildlife preservation and conservation areas, green space, and fishing piers and other water dependent uses, including boat ramps and marinas. Conservation Overlay Zone 2 allows for all of the uses within Zone 1, as well as specialized, scenic or linear parks and boardwalks, off-street parking areas; and residential development, provided that they are (1) located so as to minimize impacts to Conservation Overlay Zone 1 vistas and scenic areas, and (2) densities are limited to those defined by the underlying Future Land Use Category. Conservation Overlay Zone 3 allows a variety of land uses and development subject to performance standard requirements governed by the City's Comprehensive Plan, including the underlying FLUM category, and the City's land development regulations. The PUD will comply with all applicable COZ requirements enumerated in the Coastal Management Goal, as set forth more fully in Subsection C.3.p hereof.

The Infrastructure Element requires the provision of sanitary sewer, potable water and solid waste services to support intended development. The Project will connect to the City's existing sanitary sewer and potable water systems, including potable water system interconnection with adjacent parcels, at the expense of the Owner (in compliance with applicable requirements of the Capital Improvement Element). The Project will use water-wise landscaping where practicable. The project will also utilize City solid waste services. The

Stormwater Management Sub-Element requires developments to provide their own stormwater management systems. The PUD will comply with this requirement.

The Overall Goal of the Transportation and Mobility Element encourages accessible, energy efficient, sustainable and economically viable transportation options that meet the needs of residents, employees, employees and visitors. The Project meets applicable objectives and policies by providing interconnected streets and sidewalks so that residents and other City residents can drive, walk or bicycle to nearby places of employment, restaurants, shopping destinations and other places.

The Overall Goal of the Housing Element is to provide an adequate inventory of housing in stable neighborhoods. Goal 1 encourages quality housing through new construction, and requires the City to assist the private sector in providing adequate housing to meet current and future needs.

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

Not applicable.

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

The Owner desires to rezone the Property to PUD in order to provide more flexible site development standards, which will allow them to preserve on-site marshlands and wetlands associated with the San Sebastian River. The following development standards shall apply to the Property:

a. Allowable uses: Allowable uses within the Property shall be:

- (i) A maximum of 55 single-family residential units.
- (ii) A 50-slip community dock related to the residential units.
- (iii) Recreational and other amenities to serve the residential development.

The locations of the proposed homes, community dock and amenities are depicted on the Master Development Plan, **Exhibit "B"**. The Owner, its successors and assigns, shall be permitted to make minor adjustments to the Master Development Plan based on applicable local, state and federal governmental agency review related to site permitting, engineering and construction plans. Staff shall review and approve any such revisions to the Master Development Plan, without the need for additional public hearings.

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

1. Front Yard: 20 feet; Corner Yard: 10 feet; Rear Yard: 10 feet; Side Yard: Five (5) feet
 2. The front yard setback shall be measured from the front lot line of each lot (not including portions of any lot that may be located within a road or common area tract). Setbacks shall be measured from the outer foundation wall of each structure 30 inches above grade. Eaves shall be permitted to project into yard setbacks, not more than 24 inches. Patios shall be permitted to extend into rear yard setbacks if not covered or screened. This method of measuring side setbacks is a waiver from the Code.
 3. ~~Front of primary structure (home) in each lot shall be offset from the front of adjacent lot's primary structure a minimum of five (5) feet to allow for variation in the streetscape.~~
 4. The project amenity center and its associated parking lot will be located a minimum of 10 feet from all parcel boundaries.
- b. Maximum building height: Single-family residences shall not exceed 35 feet in height. In addition to this building height, an additional five (5) feet shall be permitted for architectural features and mechanical equipment, pursuant to Code Section 28-332.
 - d. Minimum lot size: 4,800 square feet.
 - e. Minimum lot width: 40 feet.
 - f. Maximum lot coverage by all buildings and structures: 50 percent.
 - g. Parking: Each single-family residence will have a driveway that can accommodate a maximum of two (2) cars, as well as a two (2)-car garage. A minimum of four (4) parking spaces will be provided at the project amenity center.
 - h. Signage: Project residential signage will comply with applicable provisions of the Code.
 - i. Roads: Project roadways will be private. Such roads will be owned and maintained by a homeowners' association ("HOA") and may be gated, provided that sidewalks shall not be gated. Project roads will be a minimum of 20 feet in width, with minimum 10-foot-wide lanes.
 - j. Sidewalks: A five (5)-foot-wide sidewalk will be constructed on at least one (1) side of all streets, in the locations depicted on the Master Development Plan. Sidewalks within the Property will be owned and maintained by the HOA.

- k. Fencing/Screening. The Owner shall be permitted to erect fences within side and rear yards of lots within the Property and within community recreation facilities, provided such fences are not taller than six (6) feet.
- l. Upland buffers: An average 25-foot undisturbed upland buffer will be provided adjacent to contiguous wetlands if no bulkhead is provided. If lots are bulk-headed, reduced upland buffers will be provided, but such lots will be required to have 10-foot rear yard setbacks, pursuant to Subsection C.3.b hereof. Locations of bulkheads are depicted on the Master Development Plan, **Exhibit "B"**.
- m. Stormwater: The Owner will provide a stormwater management system for the proposed development, in compliance with applicable City and St. Johns River Water Management District ("**District**") requirements.
- n. Lighting. Project lighting shall comply with applicable Code provisions. Full cutoff fixtures shall be used to meet "Dark Sky" objectives for all roadway, pedestrian, pathway and building lighting.
- o. Accessory Uses. Project accessory uses shall comply with applicable Code provisions.
- P. Temporary Uses. Project temporary uses shall comply with applicable Code provisions.
- q. Utilities: Project shall comply with applicable Code requirements. Project potable water lines will be interconnected with potable water lines that serve adjacent parcels.
- r. Landscaping: Project landscaping will comply with applicable provisions of Code Chapter 25, Article III, except that all planted trees will count toward satisfaction of any required mitigation, regardless of location on the project site, including required buffer yards.
- s. Tree Mitigation: Any project tree removal and replacement will comply with applicable provisions of Code Chapter 25, Article III, except that all planted trees will count toward satisfaction of any required mitigation, regardless of location on the project site, including required buffer yards. At present, the Owner does not intend to remove any significant trees but will relocate a number of such trees within the Property to retain them on-site. A tree significant relocation plan for the Property is attached as **Exhibit "C"** (the "**Tree Relocation Plan**"). Plant notes are contained on the Tree Relocation Plan. Prior to commencing development of lots within the Property, the Owner shall record restrictions against title to each lot prohibiting the removal of any trees within a lot without the prior written approval of the HOA and without replacement of any tree sought to be removed with a tree of equal credits per the Code.

- t. Conservation Overlay Zone Development: Chapter 11, Article II, Sections 11-26 through 11-30 of the Code set forth criteria for development within conservation overlay zones ("COZs"). Portions of the Property lie within COZs 1, 2 and 3, and development of the Property will comply with applicable provisions of Sections 11-26 through 11-30.

Code Section 11-29(a) allows permits for structures and uses located within COZ 1 to be issued only for such structures and uses which have received permits under provisions of applicable federal and state regulations and will be issued only for those structures and related uses such as fishing piers and catwalks, boardwalks, boat docks, boathouses, boat ramps, marinas and marine railways, as well as dredging and filling, which are determined to be to the benefit of the public as a whole and which are determined as having no significant negative impact on natural systems, by either individual or cumulative effect. Code Section 11-29(b) allows permits for structures and uses located within COZ 2 to be issued only for those structures and related uses which are determined as having no significant negative impact on adjacent natural systems by either individual or cumulative effect.

The Owner is proposing to construct a 50-slip community dock within the Property, in location are depicted on the Master Development Plan and on the Conservation Overlay Zone Plan attached as Exhibit "D". The proposed facilities will be designed avoid damage to adjacent salt marshes and the vegetative communities contained therein, to eliminate any harm to the animal, fish or shellfish contained therein, to avoid blocking or disrupting vistas and scenic opportunities, and to enhance those vistas and scenic opportunities which are determined to benefit the public as a whole. The impervious area within COZ 2 will not exceed 25 percent without the area receiving treatment equivalent to the District water quality treatment provisions required when new development is proposed along an unaltered shoreline.

Rear or side lot drainage from grassed or altered areas of The Windward Shipyard PUD along an altered shoreline not directed to a water management system may be discharged to an adjacent water body/wetland; however, the area not treated must be compensated elsewhere in the system. This may be accomplished by providing additional water quality treatment in the system equivalent to that which will be discharged untreated. Water discharged shall be at non-erosive velocities. Rear or side lot drainage from grassed or altered areas of new development along an unaltered shoreline not directed to a water management system may be discharged to an adjacent water body/wetland through the 25-foot buffer (water discharged shall be at non-erosive velocities), with the following permitted activities: (1) pruning vegetation to retain or create a reasonable view. Ground cover and shrub vegetation to a height of 36 inches should be retained; (2) a maximum of 50 percent of the basal area of trees, and a maximum of 50 percent of the total number of saplings, may be removed for any purpose in a twenty-year period. A healthy, well-distributed strand of trees, saplings, shrubs and ground covers and their living, undamaged root systems

shall be left in place. Replacement planting with native, low maintenance vegetation is permitted to maintain the 50 percent level; (3) dead, diseased, unsafe or fallen trees may be removed; and (4) reasonably sized bridges, paths, walkways, gazebos, docks and decks, and accessways to such amenities are permitted across the buffer provided such activities have minimal impact to the wetlands and are scaled to preserve the integrity of the buffer (less than ten (10) percent of the buffer). Restoration plan(s) shall be developed to achieve the 50 percent criteria above for those sites already disturbed. If the altered shoreline is bulk-headed, softening of this hardened shoreline with riprap, environmentally engineered materials or other techniques to soften wave energies and promote vegetation is encouraged. Should a softening effort be employed, a reduction in the (25) – foot buffer may be permitted.

For the community dock and minimal lot bulkheading on the Master Development Plan and Conservation Overlay Zone Plan, the Owner provides the following information in response to Code Section 11-29(c) criteria (with Code criteria in BOLD below):

1. **Site specific conditions.**

See the Master Development Plan and Conservation Overlay Zone Plan for site development details.

2. **The site's relationship to adjacent properties, bodies of water and surrounding conservation zones.**

See the Master Development Plan and Conservation Overlay Zone Plan for site development details.

3. **Natural and proposed drainage patterns.**

The Property is bounded on the east and south by the San Sebastian River and connected marshlands. The Property's existing drainage patterns can be described as the perimeter coast line drains directly to the river and connecting marsh while the internal portions of the site drain to onsite wetlands and a manmade drainage ditch, which eventually drain to the San Sebastian River on the east and south sides of the Property.

The proposed drainage pattern for the site will have stormwater collected and conveyed from roadways and lots within an inlet and pipe network, toward one on-site wet detention ponds.

4. **Effect of point and nonpoint discharge in the marine environment.**

The point discharges will include the outfall control structure in the wet detention pond system described above, which is proposed to connect to the San Sebastian River. There will be minimal impacts to marine life as

these outfalls will discharge treated stormwater. Nonpoint discharges from rear yards will be minimized as the lots will be designed with Type "A" grading, forcing runoff to reach the stormwater collection system.

5. Proposed soil stabilization and erosion control methods.

Standard erosion control methods will include silt fencing around the perimeter of the developed areas, inlet protection during construction, hay bale barriers at the outfalls and floating turbidity barriers within the onsite ditch during road crossing construction. All disturbed areas will be seeded and mulched to establish vegetation to ensure minimal erosion after construction is complete.

6. Impact on floodplain.

Because the San Sebastian River is an open basin that has a direct connection to the Atlantic Ocean, the impacts to the floodplain will be minimal.

7. Impact of development on vegetative and animal communities.

Approximately 0.15 acres of proposed wetland impacts are for home sites (Figure 4). Locations of the proposed wetland impacts are shown on the wetland management plan enclosed with the environmental report by Carter Environmental Services, Inc. included with the application package. Those impacts either have been permitted by both the District and U.S. Army Corps of Engineers (the "Corps"). All hydrologic flow will be unimpeded and follow its natural course. Further, all other wetlands on-site will remain.

8. Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.

Because the PUD will include single-family homes and the community dock, which will not have fueling or other activities that permit the use of hazardous chemicals and materials, there is no potential for contaminated drainage, storage of pollutants or the use of poisonous chemicals or materials.

9. Effect of shade on vegetation and shellfish.

The community dock be at minimum five (5) feet above mean high water. Therefore, shading will be minimal. None of the wetland impacts proposed in upland areas of the project will have a shade effect on vegetation or shellfish. The Owner will leave 3.24 acres to remain adjacent to the San Sebastian River. The 0.15 acres of low-quality freshwater wetland impacts, not saltmarsh, will be mitigated by purchasing 0.12 mitigation bank credits.

10. **Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.**

The proposed development will honor the standard will have no effect on manatees, vegetation, shellfish or wildlife, nor will it cause shoreline erosion because it is located within upland areas of the site.

11. **Impact of development on shoreline by linear feet and percent of site.**

The existing shoreline will not be altered by the proposed development. The bulkheads will be mostly constructed within the uplands, except for the areas adjacent to the wetland impacts.

12. **Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.**

The Conservation Overlay Zone 1 Development includes the community dock. The community dock is depicted on Figures 4 thru 10C.

The proposed single-family homes will be located within Conservation Overlay Zones 2 and 3. The homes will be limited to 35 feet in height (two stories) so their impacts to vistas and scenic opportunities will be minimal. Existing tree canopies within COZ 1 and upland buffers will be left in place and new trees will be planted within lots, both of which will allow the proposed homes to blend into the area.

13. **Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.**

Native vegetation will be preserved in buffer areas within the Property, in the locations depicted on the Master Development Plan. Native plants will be used for landscape and open space purposes to the extent practicable. Proposed retention areas are depicted on the Master Development Plan.

14. **Impact of development on plant and animal habitat and potential loss in acres and percent of site.**

The Windward Shipyard project will cluster housing development within upland areas of the Property and will preserve marshlands and other wetlands associated with the San Sebastian River

15. **Impact of development on water quality. Water quality objectives will be presumed to have been met if runoff water is routed to a**

surface water management system permitted by the St. Johns River Water Management District or to a treatment facility that is equivalent to the water quality treatment criteria (water retention/detention) of the water management district. (An engineer or landscape architect licensed in the State of Florida is required to certify that the treatment facility is equivalent to the district's criteria.)

Stormwater runoff from the Property will be routed to a surface water management system permitted by the St. Johns River Water Management District.

16. Impact of development on shellfish and on commercial and sport fish and waterfowl.

The project will have no impact on shellfish or on commercial or sport fish or waterfowl because all stormwater runoff from the Property will be routed to a District-permitted surface water management system. The proposed homes will be located on upland areas of the site.

17. Specific conditions applicable to docks. In addition to the considerations listed in subsections (1) through (16) herein, no boathouse, roofed structure or wall shall be constructed on any dock. This section shall not prohibit the use of bumpers or similar structures built at or near the water line and below deck elevation to protect the dock from damage caused by moored vessels. The deck of any private boat dock shall not exceed six (6) feet in height above mean high water. Boatlifts mounted on docks, or constructed on or adjacent to a dock, shall be limited to a capacity of twelve thousand (12,000) pounds or less. All boatlifts shall be low profile boatlifts or no profile boatlifts, and no boats in excess of thirty-two (32) feet in length shall be allowed on a boatlift. In addition, the maximum height, excluding masts, antennas and other non-occupiable features, of a boat suspended in a boatlift shall not exceed six (6) feet above the gunwale (gunnel); whereby, the gunwale (gunnel) is defined as the upper edge of the side of the ship or boat. A low profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall exceed three (3) feet above the deck. A no profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall protrude above the deck.

Project will comply.

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

The PUD complies with Code Section 28-286 by:

- a. Promoting more efficient and economic use of land by clustering development within upland areas and preserving marshland and other wetland associated with the San Sebastian River.
- b. Encouraging a more compatible and harmonious development of contiguous lands by using natural buffers to ensure compatibility.
- c. Providing flexibility to meet changing needs, technologies, economics and consumer preferences in the Master Development Plan and this text.
- d. Providing a process to assess a development's impact on the proposed site, the surrounding neighborhoods or areas, and the city as a whole.
- e. Demonstrating the coordinating of architectural styles, building forms, and building relationships within a planned development, as well as, the planned development's relationship with the existing and preferred architectural context surrounding the project.
- f. Providing an environment of consistent character compatible with the surrounding areas.
- g. Permitting specific limitations and requirements in excess of those included in other zoning districts, based on the unique characteristics of the individual site, where necessary to the public health, safety or welfare, or for the protection or preservation of lands, neighborhoods or areas of the city deemed unique or historic based on the proposed location of the planned development.

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

Permitted uses within the Property are set forth in Section C.3 hereof. Locations of the proposed uses are depicted on the Master Development Plan, **Exhibit "B"**. Proposed uses are consistent with the Residential Low Density future land use designation for the Property.

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

Benefits to the community from the Project include:

- a. Preserving marshland and other wetland associated with the San Sebastian River.
- b. Providing interconnection of potable water lines with adjacent parcels.
- c. Providing a project that compliments and incorporates the existing mixed-use Shipyards project to the north.

- d. Annexing the Property into the City limits, thus increasing the City's tax base and number of jobs available in the municipal boundaries.
- e. Providing pedestrian interconnectivity within the Shipyards project and with parcels to the north, along the west side of the San Sebastian River.

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

The Project will be developed in two (2), five (5)-year phases. Phase 1 shall commence within three (3) years of the City Commission's adoption of this PUD ordinance and shall be completed within five (5) years of commencement. Phase 2 shall commence no later than the completion of Phase 1 and shall be completed within five (5) years of commencement. For purposes of this PUD, "commencement" shall be defined as the City's approval of horizontal construction plans, and "completion" shall be defined as the City's approval of as-builts for horizontal improvements.

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

The Owner will create a homeowners' association ("HOA") that will be legally responsible for owning, operating and maintaining common areas within the Property, including but not limited to roads, sidewalks, parks, the community dock and other amenities.

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

This PUD shall terminate ten (10) years from its adoption by the City Commission unless otherwise extended or amended pursuant to the Code.

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

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

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

A public facility impact analysis and a traffic impact analysis that outline the project's potential impacts on transportation networks, circulation patterns and infrastructure were included with this application.

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

See Section E hereof.

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

1. **Density of development.** The project will include a maximum of 55 single-family units on approximately 13.7 developable acres, yielding a net density of 4.01 units per acre on the Property.

2. **Open space.** Development will be clustered within upland areas of the Property.

3. **Waiver of yard, dwelling unit; frontage criteria and use restriction.** See Section C.3 hereof for these criteria and waivers from such requirements. Those waivers are detailed in Subsections C.3.r (Landscaping) and s (Tree Mitigation).

4. **Management and maintenance of open space areas.** All common property within the Property will be owned, operated and maintained by an HOA and will be available for use by residents within the Property. The HOA will have a declaration of restrictive covenants that governs use of common areas within the Property. The HOA board of directors will be responsible for enforcing the declaration. The HOA will own and maintain all roads and sidewalks within the Property. Access to homes will be over these privately owned streets. The HOA will have rules and regulations governing fencing, landscaping and other aesthetic issues in order to enhance the community and the privacy of its occupants, screening of objectionable views or uses and reduction of noise.

5. **Community facilities.**

a. **All utility facilities proposed for dedication to St. Augustine must be acceptable by the city as to the size, shape and location, and shown by the applicant to be of benefit to the general public.**

The project will dedicate all on-site utilities to the City, in compliance with applicable Code requirements.

b. **All requirements for off-street parking and loading shall apply to the PUD unless otherwise waived or modified.**

See Section C.3 for parking standards.

c. **Access and circulation shall adequately provide for firefighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal.**

The project will provide adequate access and circulation for emergency and other access, including access for large vehicles.

d. **Provide for underground installation of utilities, including telephone, power and cable television in both public and private rights-of-way. Provisions shall be made for acceptable design and construction of storm sewer facilities, including grading, gutters, piping and treatment of turf to handle stormwater and prevent erosion and formation of dust.**

The project will provide for underground utilities to the extent practicable.

e. **Specifications for street design, publicly used driving and access aisles, sidewalks and pedestrian walkways, including those providing interconnectivity between phases of the PUD or between the PUD and adjacent properties, shall conform to the rules and regulations adopted by the City of St. Augustine.**

See Section C.3 for street and sidewalk design criteria. The Master Development Plan shows interconnectivity with adjacent lands. Because the Property is surrounded on two sides by marshland, it is difficult to connect to adjacent lands other than via Arapaho Avenue.

f. ***General development patterns.* Residential subdivisions and mixed-use subdivisions shall provide a master tree plan, a master stormwater plan, an overall signage plan, any applicable overall design standards, descriptions of interconnectivity between areas within the PUD and connections to areas outside of the PUD proper, and general descriptions of how the PUD will create a sense of place.**

See the Master Development Plan, Exhibit "B", the Tree Relocation Plan, Exhibit "C", and this text for the development standards for the Property.

E. **Ownership Agreement.**

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

Windward Shipyard Land Holdings, LLC,
a Florida limited liability company

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

Exhibit "A"

Legal Description of the Property

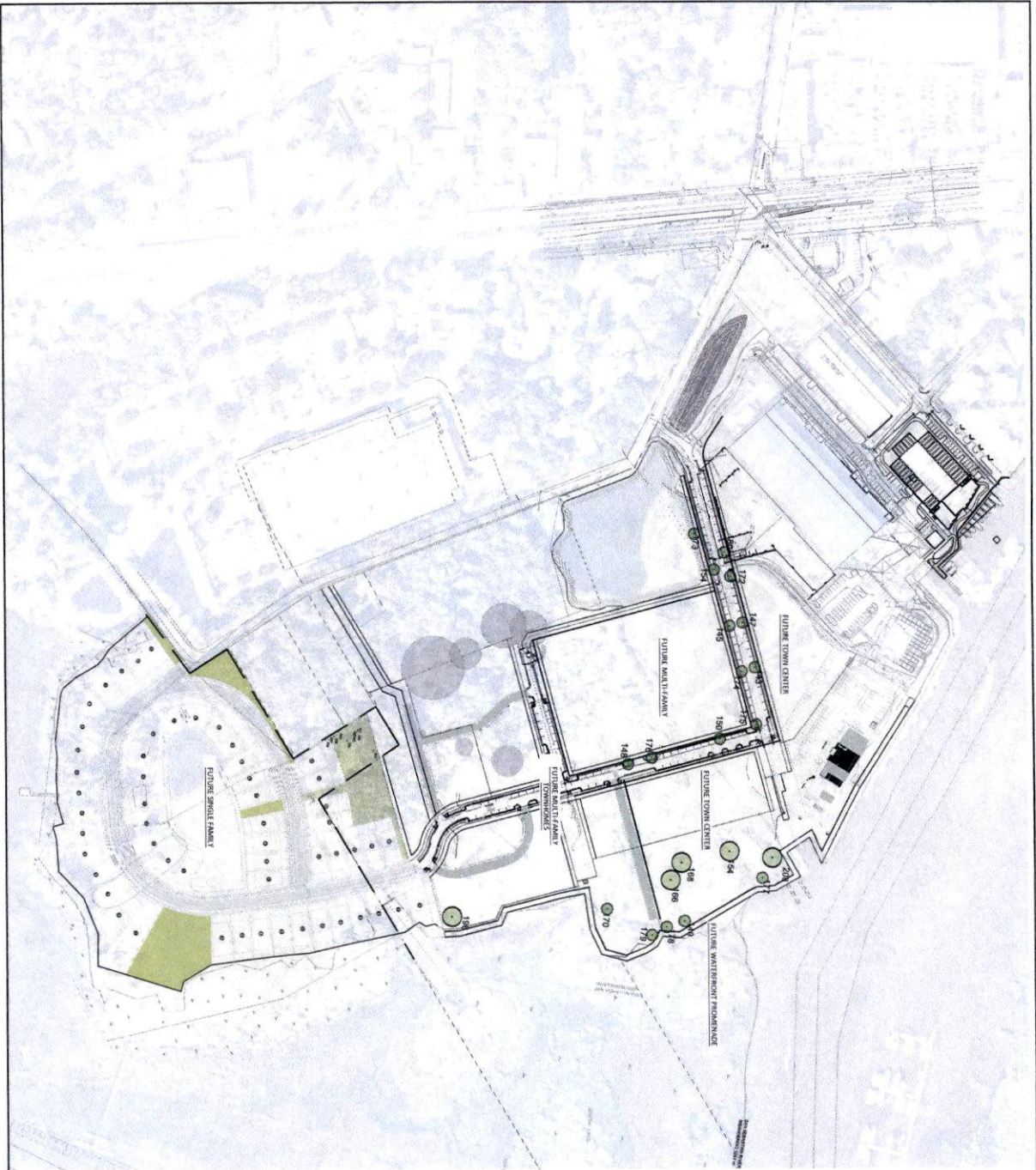
A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 19 & 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 6 CALLS (1) S 68°21'25" E, 122.04 FEET; (2) S 53°15'10" W, 8.50 FEET; (3) S 68°29'21" E, 403.09 FEET; (4) S 26°52'43" E, 205.14 FEET; (5) S 26°47'43" E, 692.28 FEET; (6) S 39°56'09" E, 249.22 FEET TO THE POINT OF BEGINNING AND A 58" IRON ROD AND CAP STAMPED #8177; THENCE FROM SAID POINT OF BEGINNING ; N 53°03'29" E , 333.34 FEET ALONG THE SOUTHERLY LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 779, PAGE 1160 TO THE SOUTHEAST CORNER OF AFOREMENTIONED PARCEL; THENCE N 39°32'35" W , 223.30 FEET ALONG THE EASTERLY LINE OF AFOREMENTIONED PARCEL; THENCE N 68° 19' 25" E, 396.45 FEET; THENCE N 24° 47' 29" E, 57.06 FEET; THENCE N 69° 42'32" E, 135.86 FEET; THENCE S 17° 09'35" E, 111.54 FEET; THENCE S 17° 38' 44" E, 131.74 FEET; THENCE S 18° 57' 11" E, 105.33 FEET; THENCE S 10° 12' 29" E, 40.03 FEET; THENCE S 11° 52' 43" E, 51.41 FEET; THENCE S 13° 02' 00" E, 157.41 FEET; THENCE S 36° 59' 22" E, 84.02 FEET; THENCE S 78° 42' 32" E, 26.87 FEET; THENCE S 11° 22' 05" W, 220.85 FEET; THENCE S 84° 46' 38" W, 81.60 FEET; THENCE S 62° 22' 13" W, 98.51 FEET; THENCE S 40° 49' 36" W, 93.52 FEET; THENCE S 80° 44' 20" W, 81.97 FEET; THENCE S 67° 54' 06" W, 33.95 FEET; THENCE N 22° 17' 02" W, 28.06 FEET; THENCE S 67° 53' 27" W, 55.55 FEET; THENCE S 76° 38' 57" W, 90.94 FEET; THENCE N 89° 10' 17" W, 197.97 FEET; THENCE N 46° 09' 33" W, 289.62 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ARAPAHO AVE. A 40 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE N 47° 28' 56" E , 180.64 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVE.; THENCE N 39°39'06" W , 111.75 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING. CONTAINS 13.70 ACRES MORE OR LESS.

Exhibit "B"

Master Development Plan

Exhibit "C"

Tree Relocation Plan



TREES TO BE TRANSPLANTED

Tree # (DBH)	Tree Species
134	live oak
135	live oak
136	live oak
139	live oak
143	live oak
144	live oak
145	live oak
146	live oak
147	live oak
148	live oak
149	live oak
150	live oak
151	live oak
152	live oak
153	live oak
154	live oak
155	live oak
156	live oak
157	live oak
158	live oak
159	live oak
160	live oak
161	live oak
162	live oak
163	live oak
164	live oak
165	live oak
166	live oak
167	live oak
168	live oak
169	live oak
170	live oak
171	live oak
172	live oak
173	live oak
174	live oak
175	live oak
176	live oak
177	live oak
178	live oak
179	live oak
180	live oak



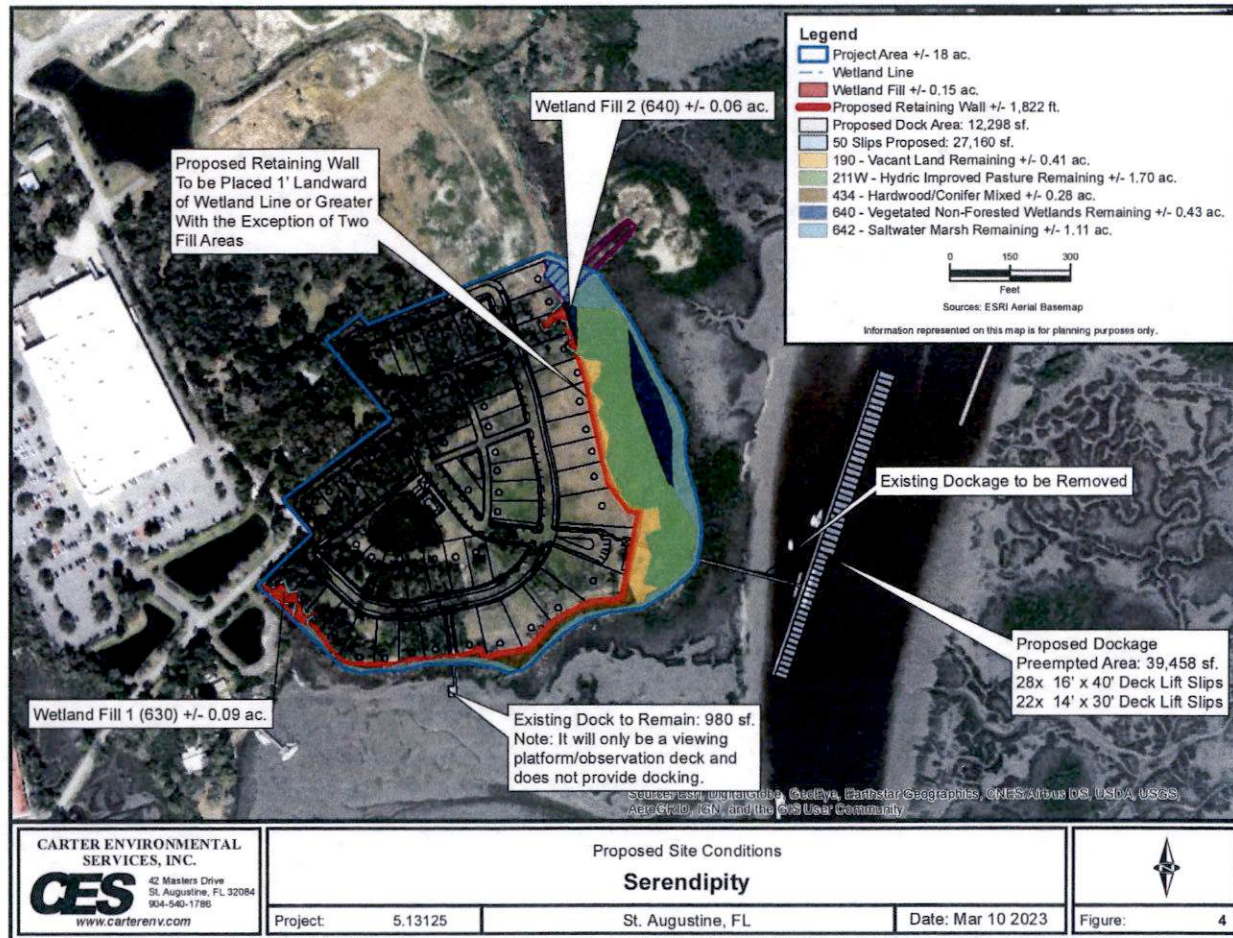

SIGNIFICANT LIVE OAKS TO BE
 RELOCATED
 SIGNIFICANT CEDAR TO BE RELOCATED

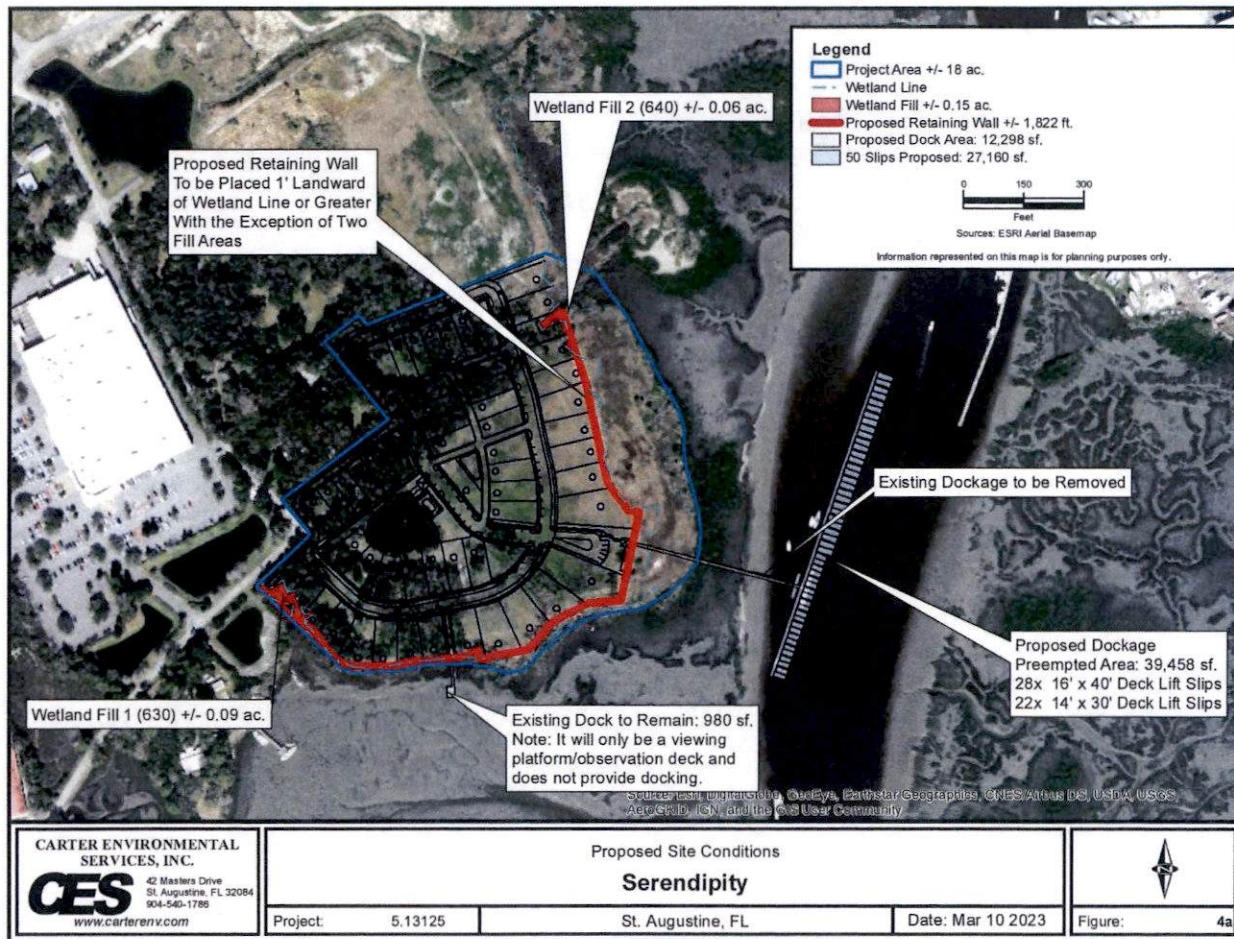


DRAWING NO.: SHEET NO.: PROJECT NO.: DATE:	SHIPYARD SINGLE FAMILY SITE ST AUGUSTINE, FLORIDA	ML+H McLennan + Hargrett, Inc. 1000 North Duval Street, Suite 100 St. Augustine, FL 32080 Phone: 904.829.1111 Fax: 904.829.1112
	TREE RELOCATION PLAN	

Exhibit "D"

Conservation Overlay Zone Plan





CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

TO: Planning and Zoning Board

DATE: April 4, 2023

RE: **COMPREHENSIVE PLAN AMENDMENT AND REZONING 2023-0006 –
Second PUD Public Hearing**

AGENDA ITEM 9(a)

APPLICANT Ellen Avery-Smith, Esq.
c/o Rogers Towers, P.A.

OWNER Windward Shipyard Land Holdings, LLC

LOCATION Arapaho Avenue / PID 134760-0000, 134780-
0000, & 134790-0000

REQUEST To rezone the approximately 9.6-acre property
from Open Rural (OR) (County) to Planned Unit
Development (PUD) (City) subject to a Voluntary
Petition for Annexation and Pre-annexation
Agreement approved by the City Commission.

CURRENT ST. JOHNS
COUNTY ZONING Open Rural (OR)

PROPOSED CITY OF ST.
AUGUSTINE LAND USE Residential Low Density

(Previously recommended for approval by the Planning and
Zoning Board on March 7th 2023)

PROPOSED CITY OF ST.
AUGUSTINE ZONING Planned Unit Development (PUD)

CITY OF ST. AUGUSTINE COMPREHENSIVE PLAN 2040

Future Land Use Element Goals, Objectives and Policies

FLUE Policy 1.1.4

It is the intent of the City of St. Augustine to ensure that adequate open space is provided through the following:

- active or passive recreation sites;
- landscaped buffers;
- protected natural resource lands;

- protected environmentally sensitive lands;
- areas devoted to drainage and stormwater retention; and
- landscaping requirements.

FLUE Objective 5.2

New development in the City shall encourage principles that minimize the emission of greenhouse gases and reduce vehicle miles of travel as opposed to conventional development standards that encourage urban sprawl.

FLUE Policy 5.2.2

New development, as well as infill development where feasible, shall provide interconnected street grid networks to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards and alleys; high-quality pedestrian networks; designs that encourage a greater use of bicycles, and other forms of mobility and walking as daily transportation; connectivity; and a land use mix that demonstrates reduced dependence on vehicles.

FLUE Policy 5.5.1

All wetlands are identified as carbon sequestration areas and should help alleviate concentrations of greenhouse gas emissions by acting as carbon sinks and facilitating the net removal of carbon emissions.

FLUE Policy 5.5.2

The City's mobility plan encourages alternative forms of transportation including public, and other lower emissions forms of mobility by encouraging the development of bicycle and pedestrian ways.

FLUE Policy 6.1.5

The City shall maintain in the land development code procedures and standards for planned developments to encourage mixed-use projects, to encourage traditional neighborhood development, and to encourage and allow innovative site design and development approaches.

FLUE Policy 6.4.3

Residential Low Density

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

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

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

FLUE Policy 6.4.7

Performance standards for residential uses shall include, but are not limited to, the following:

- The land development code shall include performance standards for multi-family and residential mixed-use residential uses that control the location of proposed buildings in relation to the overall dimension of the site, provide sufficient on-site/structured parking where applicable, and provide open space and recreation amenities.
- The land development code shall contain requirements for significant open space, landscaping and buffers to effectively screen multi-family developments from single-family low density residential zoning districts.
- Grid street networks are highly encouraged to serve residential developments and provide connectivity throughout the City. Cul-de-sacs and gated developments are discouraged.
- Themes are encouraged for residential developments to include cohesive streetscape design, signage, landscape architecture and streetscape furniture to create an identity for neighborhoods in the City.

Conservation and Coastal Management Element Goals, Objectives and Policies
Overall Goal

Conserve, protect and appropriately manage the natural resources of the City of St. Augustine to ensure the highest environmental quality possible.

Conservation Goal
Chapter 163.3177(6)(d) F.S.

Protect and conserve natural areas, environmentally sensitive areas, natural vegetative communities, wildlife habitats, marine resources, federal and state listed species, and other renewable and non-renewable natural resources. (Adopted June 2011 Ord #2011-02)

CCM Policy 1.1.3

The City shall promote the reduction of fossil fuel emissions by considering adoption of the following concepts:

- a. Encourage developments such as infill, redevelopment, clustered and mixed-use developments;
- b. Require vegetative and landscape buffers, and where appropriate, street trees along transportation corridors to buffer land uses;
- c. Encourage non-motorized, and alternative forms of transportation by establishing and maintaining a multi-modal Mobility Plan including bicycle paths, trails, sidewalks and pedestrian ways, and alternative forms of transportation where feasible; and

- d. Establish policies that promote interconnectivity via safe pedestrian crossings, bicycle and walkable complete streets, including encouraging grid patterns, multiuse paths and trails in existing and new development.

CCM Policy 1.5.4

Whenever possible, native trees, shrubs and ground cover will be maintained on development sites to prevent soil erosion.

CCM Policy 1.7.6

The City shall encourage new developments to protect existing native vegetation in common areas and buffer zones and shall encourage additional planting of native plant species to enhance sparse vegetation in common areas and buffer zones.

CCM Policy 1.8.6

Removal, encroachment and alteration of wetlands pursuant to the “no net loss” requirements of the City Comprehensive Plan, and shall be in compliance with the following:

1. Appropriate justification for the proposed alteration is provided to the City;
2. Adequate mitigation of any adverse hydrological and physical alterations is provided in accordance with the requirements of the agencies claiming jurisdiction over the wetland;
3. Setbacks shall be 25 feet. Setbacks of less than 25 feet must be consistent with the Conservation Overlay Zone development section of the Comprehensive Plan;
4. The following activities are permitted in wetland setback areas provided:
 - (a) Construction of boardwalks/catwalks, docks, for direct access to water bodies; construction of wildlife management shelters; discharge structures from upland developments; utility crossings; foot bridges; observation decks and similar structures not requiring dredging and/or filling for their placement and maintenance;
 - (b) The City shall include in its land development regulations provisions for mandatory site plan review for all development proposed in State jurisdictional wetlands. The regulations include appropriate standards for mitigation of adverse impacts to wetlands values and the provision that reasonable use of property, restoration of the disturbed wetlands and/or creation of new wetlands will be required in accordance with the rules and criteria of FDEP and SJRWMD.

CCM Policy 1.8.7

The purpose of mitigation is to offset environmental impacts for the public good. Mitigation activities approved by federal, state or regional agencies are supported by the City. Mitigation shall be as permitted by the SJRWMD. Prioritization of mitigation shall be as determined by SJRWMD current policies or as amended.

CCM Policy 2.1.1

The City maintains three (3) Conservation Overlay Zones. The boundaries of the Conservation Overlay Zones shall be determined on a site specific basis during site plan review of each development proposal.

Conservation Overlay Zone 1 Passive recreation, wildlife preservation and conservation areas, green space, and fishing piers, boat docks, and other water dependent uses, including boat ramps and marinas, shall be the primary uses within this Conservation Overlay Zone.

Conservation Overlay Zone 2 This Conservation Overlay Zone allows for all of the uses within Zone 1, as well as specialized, scenic or linear parks and boardwalks, off street parking areas and residential and commercial development, providing that they are (1) located so as to minimize impacts to Conservation Overlay Zone 1 vistas and scenic areas, and (2) densities are limited to those defined by the underlying Future Land Use Category.

Conservation Overlay Zone 3 The restrictions on uses and other development and performance standard requirements within this zone including tree canopy and tree removal are governed by the City's Comprehensive Plan, including the underlying Future Land Use Category, and the City's land development regulations.

CCM Objective 2.6

The City shall commit to preservation of community trees and the urban forest to improve air quality, community health, quality of life, aesthetics, and energy conservation.

CCM Policy 2.16.7

The City shall discourage the disturbance of natural shorelines to improve and continue the shoreline stabilization, protection and habitat benefits natural shorelines provide by continuing to enforce the City's no net loss of wetlands policies, Conservation Overlay Zone 1 review requirements, and coordinating with the SJRWMD and other state agencies to preserve natural shorelines and jurisdictional wetlands through the ERP program.

Transportation and Mobility Element Goals, Objectives and Policies

TME Policy 1.3.6

The City may require new development and redevelopment to support alternative modes of transportation through such measures including, but not limited to, the provision of sidewalks, bikeways, transit stops or other facilities that support alternative modes of transportation, such as parking management systems and park-and-ride facilities.

TME Policy 1.3.9

The City shall ensure that all new development and redevelopment is designed and required to: safely promote increased walking, bicycling, low speed alternative vehicles and a circulator or community transit use while reducing vehicle trip lengths and vehicle miles of travel, as outlined in the Future Land Use and Transportation and Mobility Elements of the Comprehensive Plan. This will also be implemented in the Land Development Code, and potentially funded through either collection of fees or improvements to the multi-modal transportation system that further the achievement of multi-modal performance measures established by the City's Mobility Plan.

TME Policy 1.3.10

The city shall further support pedestrian, bicycle, and a community circulator or transit use by:

- Considering an increase in residential density and non-residential intensity in locations that serve to help meet the goals of the Comprehensive Plan;
- Planning for an appropriate mix of residential, commercial, educational, recreational, institutional and other complimentary uses allowing residents and visitors to meet their daily needs more efficiently while minimizing travel distances;
- Requiring that sites be designed in a manner that provide safe, and convenient access for pedestrians, cyclists and circulator or transit users;
- Increasing sidewalk connectivity to reduce trip lengths and create a more walkable system of short blocks; and
- Providing complete streets that foster neighborhood connectivity to nearby commercial retail areas.

TME Policy 1.4.8

Future development or redevelopment shall make provisions for safe, convenient on-site traffic flow, adequate parking shall be provided and designed so as not to be a detriment to pedestrian, bicycle and circulator or transit access.

TME Objective 1.6

The City recognizes that the use of gasoline creates a large portion of the greenhouse gas emissions and shall incorporate transportation strategies to address the reduction of these greenhouse gas emissions. The City shall identify and pursue strategies to reduce the vehicle miles traveled.

- A) Establish locations for compact mixed-use development.
- B) Increase opportunities for job creation proximate to higher density residential.
- C) Facilitate future opportunities for transit-oriented developments.
- D) The City shall encourage existing and new developments to be connected by roadways, bikeways, and pedestrian systems that encourage travel between neighborhoods and access to transit without requiring use of the major thoroughfare system. (Adopted June 2011 Ord. #201102

TME Policy 3.1.17

The City shall require all comprehensive plan amendments, rezonings, final development engineering plans and changes of land uses evaluate the impacts to and opportunities to coordinate with the Mobility Plan, Complete Street, safety, and parking management multimodal projects.

Housing Element Goals, Objectives and Policies

H Policy 1.2.2

The City will continue to make provision for innovative techniques such as Planned Unit Developments (PUD), zero lot line development and cluster housing through the rezoning process established in Chapter 28 of the City Code, and by allowing condominium types of ownership for both residential and commercial development. (Adopted June 2011 Ord. #2011-02)

H Objective 5.1.2

The city shall encourage energy efficiency and sustainable construction in the design and construction of new housing and in the rehabilitation of existing housing.

APPLICABLE CODES/ORDINANCES

Sec. 11-26. - Purpose and intent.

The purpose of this article is to establish criteria for the review of development proposals and to manage, regulate and direct development within Conservation Overlay Zones 1, 2 and 3 following the goals, objectives and policies contained in the conservation and coastal management element of the comprehensive plan. Further, this article shall serve to preserve and protect environmentally sensitive areas within the city; to promote an understanding of the importance of these areas through passive or scenic recreational opportunities; to protect and conserve endangered, threatened or unique plant and animal life; and to minimize the dangers of natural disasters by discouraging unsuitable development in areas where such growth could impair natural systems or result in loss of life or property.

Sec. 11-27. – Definitions.

Conservation Overlay Zone 1 comprises the most environmentally sensitive and valuable natural resources within the city. It includes all beaches, shores and dunes seaward of the state's coastal construction control line (F.S. ch. 161), all wetlands within the state's wetlands jurisdiction line (F.S. ch. 403), brackish water, and some habitat areas for species recognized as endangered, threatened, of special concern, or unique by federal, state and local agencies. This zone includes the estuarine/riverine environments created by the San Sebastian and Matanzas Rivers and their tributaries.

Conservation Overlay Zone 2 includes all property one hundred (100) feet landward from the most restrictive boundary line establishing Conservation Overlay Zone 1. Zone 2 is the transition zone or buffer area between Zone 1 and Zone 3, and may include areas recognized as habitat for species considered endangered, threatened, of special concern, or unique by federal state and local agencies. The primary purpose of Zone 2 is to protect the functional integrity of Zone 1, and to protect Zone 3 from extreme high water conditions.

Conservation Overlay Zone 3 is comprised of uplands and urban/residential areas which are inland from Zones 1 and 2, and which require special environmental consideration. Zone 3 is comprised of those undeveloped areas considered to be special flood hazard areas and significant tree canopy areas.

Conservation overlay zone development means any construction or use which requires a permit from the city, physically located or taking place within a conservation overlay zone.

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

- (a) The planning and zoning board shall review all applications for development in Conservation Overlay Zone 1; all applications for development in Conservation Overlay Zone 2, except as specified in subsection (b); and all applications for development in Conservation Overlay Zone 3, except as specified in subsection (c). Such approval by the planning and zoning board shall be after a public hearing as required by [chapter 28](#).
- (b) The planning and building division may issue permits for additions to existing structures, for construction of new secondary structures, such as fences, driveways, decks, patios, greenhouses, garages and sheds, and use permits for uses otherwise permitted to be conducted in these structures located in Conservation Overlay Zone 2 when no drainage into the marsh is proposed, no significant alteration of surface water hydrology will occur and native plant materials are preserved or replaced. The planning and building division may issue permits for the construction of new primary structures located in Conservation Overlay Zone 2 when the above conditions are met and when the subject property contains a seawall, bulkhead or rip rap shoreline, or is located within one hundred fifty (150) feet of existing development and the primary structure is located no closer to the marsh edge or to the mean high water line than are adjacent primary structures. In addition, such additions and new structures may not exceed the lesser of seventy-five (75) feet or seventy-five (75) percent of the lot width.
- (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 significant trees are retained on the site.
- (d) Removal of a significant tree shall be approved by the planning and zoning board. All significant trees removed shall be replaced in accordance with the requirements of [chapter 25](#).

(Code 1964, § 7-114; Ord. No. 96-02, § 1, 2-26-96; Ord. No. 09-17, § 1, 5-11-09; Ord. No. 19-03, § 1, 1-28-19)

Sec. 11-29. – Standards for review.

- (a) Permits for structures and uses located within Conservation Overlay Zone 1 shall be issued only for such structures and uses which have received permits under provisions of applicable federal and state regulations and will be issued only for those structures and related uses such as fishing piers and catwalks, boardwalks, boat docks, boathouses, boat ramps, marinas, and marine railways, as well as dredging and filling, which are determined to be to the benefit of the public as a whole and which are determined as having no significant negative impact on natural systems, by either individual or cumulative effect. The planning and zoning board is authorized to impose limitations in the nature and manner of construction and/or use so as to avoid damage to adjacent salt marshes and the vegetative communities contained therein, to eliminate any harm to the animal, fish or shellfish contained therein, to avoid blocking or disrupting vistas and scenic opportunities, and to enhance those vistas and scenic opportunities which are determined to benefit the public as a whole.
- (b) Permits for structures and uses located within Conservation Overlay Zone 2 shall be issued only for those structures and related uses which are determined as having no significant negative impact on adjacent natural systems by either individual or cumulative effect and consistent with the purpose of Conservation Overlay Zone 2 to protect the functional integrity of Zone 1 and to protect Zone 3 from extreme high-water conditions. At no time shall the impervious area in Conservation Overlay Zone 2 exceed twenty-five (25) percent without that area receiving treatment equivalent to the St. Johns River Water Management District water quality treatment provisions required when new development is proposed along an unaltered shoreline. The first (landward of the most restrictive jurisdictional line, which may be the mean high-water line or wetlands jurisdictional line) twenty-five (25) feet, measured in width perpendicular to the most restrictive jurisdictional line, in Conservation Overlay Zone 2 shall remain undeveloped except as provided in subsections (1)–(4) of this subsection. If the area is already disturbed, a restoration plan is required. The planning and zoning board is authorized to impose limitations in the following manner so as to avoid damage to adjacent salt marshes and the vegetative communities contained therein, to eliminate any harm to any animal, fish or shellfish life contained therein, to avoid blocking Conservation Overlay Zone 1 vistas and scenic opportunities, and to enhance those vistas and scenic opportunities which are determined to benefit the public as a whole. Rear or side lot drainage from grassed or altered areas of new development along an altered shoreline not directed to a water management system may be discharged to an adjacent water body/wetland; however, the area not treated must be compensated elsewhere in the system. This may be accomplished by providing additional water quality treatment in the system equivalent to that which will be discharged untreated. Water discharged shall be at non-erosive velocities. Rear or side lot drainage from grassed or altered areas of new development along an unaltered shoreline not directed to a water management system may be discharged to an adjacent water body/wetland through the twenty-five (25) feet buffer (water discharged shall be at non-erosive velocities), with the following permitted activities:
 - (1) Pruning vegetation to retain or create a reasonable view. Ground cover and shrub vegetation to a height of thirty-six (36) inches should be retained.
 - (2) A maximum of fifty (50) percent of the basal area of trees, and a maximum of fifty (50) percent of the total number of saplings, may be removed for any purpose in a

twenty-year period. A healthy, well-distributed strand of trees, saplings, shrubs and ground covers and their living, undamaged root systems shall be left in place. Replacement planting with native, low maintenance vegetation is permitted to maintain the fifty (50) percent level.

- (3) Dead, diseased, unsafe, or fallen trees may be removed.
- (4) Bridges, paths, walkways, gazebos, docks and decks, bulkheads, seawalls, and retaining walls, and accessways to such amenities are permitted across the buffer provided such activities have minimal impact to the wetlands and are scaled to preserve the integrity of the buffer (less than ten (10) percent of the total area calculation of the buffer). These structures must demonstrate that they are of a reasonable, compatible scale to similar structures in the neighboring area. Structures in Conservation Overlay Zone 2 that are connected to adjacent structures in Zones 1 or 3 shall be sized relative to that adjacent structure and be designed so as to minimize off-site visual and environmental impacts. The applicant will present any mitigating design and environmental elements as part of the review of the structure in Conservation Overlay Zone 2.

Restoration plan(s) shall be developed to achieve the fifty (50) percent criteria above for those sites already disturbed. If the altered shoreline is bulk-headed, softening of this hardened shoreline with riprap, environmentally engineered materials or other techniques to soften wave energies and promote vegetation is encouraged. Should a softening effort be employed, a reduction in the twenty-five (25) feet buffer may be permitted.

- (c) Applications for development in Conservation Overlay Zones shall be evaluated according to the following criteria:

THIS LANGUAGE MAY BE FOUND UNDER THE STAFF SUMMARY AND ANALYSIS SECTION OF THIS REPORT

- (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 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 significant tree.
 - f. Impact upon the urban and natural environment, including:
 - 1. Ground and surface water stabilization.
 - 2. Water quality and aquifer recharge.
 - 3. Ecological impacts.
 - 4. Noise pollution.
 - 5. Air movement.
 - 6. Air quality.
 - 7. Wildlife habitat.
 - g. The ease with which the property owner or agent can alter or revise the proposed development or improvements to accommodate existing trees, including the tree or trees proposed to be removed.
- (e) Issuance of permit. The planning and building division shall issue the removal permit for trees not identified as 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 significant trees and removal must be reviewed by the planning and zoning board.
- (Code 1964, § 7-115; Ord. No. 96-02, § 1, 2-26-96; Ord. No. 00-34, § 1, 10-9-00; Ord. No. 01-14, § 1, 7-23-01; Ord. No. 04-01, § 1, 1-26-04; Ord. No. 14-14, § 1, 9-22-14; Ord. No. 19-03, § 1, 1-28-19; Ord. No. 21-13, § 1, 8-23-21)

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 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 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 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](#).

(Ord. No. 04-17, § 1, 10-25-04; Ord. No. 19-03, § 3, 1-28-19)

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

- (a) *General.* This chapter may from time to time be amended, supplemented or changed; the land use plan and land use map established by the comprehensive plan may also be amended and the zoning atlas may from time to time be revised by the rezoning of land as provided in this section.
- (b) *Initiation of proposals.* An ordinance for the rezoning of land may be proposed only by the city commission or any member thereof, by the planning and zoning board or by the owner of subject property, its attorney or duly authorized agent. An amendment to this chapter may be proposed for adoption only by the city commission or any member thereof, or by the planning and zoning board. Proposals to amend this chapter shall be submitted in writing, accompanied by all pertinent information which may be required for proper consideration of the matter.
- (c) *Nature and requirements of board report.* The report and recommendations to the city commission as required by subsection (d) below shall show that the board has studied and considered:
 - (1) The need and justification for the change.
 - (2) The relationship of the proposed amendment or rezoning to the city's general planning program and such comprehensive plans as may from time to time be adopted by the city commission.
 - (3) Consistency with the Comprehensive Plan.
- (d) *Board report to commission.* If the board recommends approval of the amendment or rezoning, the board shall forward its recommendation and report to the city commission. The report and recommendation of the board shall be advisory only and shall not be construed to be binding upon the city commission. If the board recommends denial of the amendment or rezoning, the property owner or other person aggrieved may proceed with an appeal to the city commission pursuant to section 28-29(g) of the City Code.
- (e) *Limitations on rezoning of land:*
 - (a) No ordinance to rezone land shall contain conditions, limitations or requirements not applicable to all other land in the zoning district to which the particular land is rezoned, except as provided in article III, division 8.
 - (b) Whenever the city commission has, by ordinance, changed the zoning classification of land, the board shall not then consider any application for rezoning of any part or all of the same land for a period of one (1) year from the effective date of such ordinance.
 - (c) Whenever the city commission has denied an application for the rezoning of land, no fmiher application shall be filed for the same rezoning of any part or all of the same land for a period of six (6) months from the date of such action. In the event that two (2) or more applications for the same rezoning for any part or all of the same land has been denied, no further application shall be filed for the same rezoning or any part or all of the same land for a period of one (1) year from the date of such action denying the last application filed.

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- (d) Land use plan amendments shall be made consistent with the State of Florida's Community Planning Act F.S. ch. 163, as may be amended from time to time.
- (f) *Waiver of time limits.* The time limits of subsection (e) may be waived by three (3) affirmative votes of the city commission when such action is deemed necessary to prevent injustice or to facilitate proper development of the city.
- (g) *City commission action.* Upon receipt of a favorable report of the board as required by subsection (d) hereof, the city manager shall set the date for a public hearing before the city commission. The date of such public hearing to be set by the city manager shall be the first regular meeting of the city commission after ten (10) days following receipt of a report. At the conclusion of the public hearing, the city commission shall either deny the proposed amendment or rezoning or by ordinance adopt such amendment or rezoning.
- (h) *Process, public hearings and notification for amendments to this chapter or rezoning of land (city commission public hearing).* The amendment process, including public hearings and notification regarding amendments to this chapter which change the actual list of permitted, conditional or prohibited uses within a zoning category or which change the actual zoning map designation of land in the city shall be as required by F.S. [chapter] 166. Public hearings for ordinances initiated by other than the city that change the actual zoning map designation of a parcel or parcels of land, required to be enacted pursuant to F.S. 166.041(3)(a) shall be noticed in accordance with section 28-59(a) of the City Code.
- (i) *Process, public hearings and notification for comprehensive plan amendments (city commission public hearing).* The amendment process, including public hearings and notification for comprehensive plan amendments, shall be consistent with the State of Florida's Community Planning Act, F.S. ch. 163, as may be amended from time to time.

(Code 1964, § 33-164; Ord. No. 94-01, §§ 1, 2, 1-24-94; Ord. No. 96-17, § 2, 4-8-96; Ord. No. 01-24, § 1, 8-13-01; Ord. No. 17-03, § 1, 2-23-17)

State Law reference— Amendments to zoning ordinances, rezoning, etc., F.S. § 166.041(3)(c).

Sec. 28-162. - Residential, single-family-two: RS-2.

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

- (1) *Permitted uses and structures.* Single-family dwellings; home office, private.
- (2) *Permitted accessory uses and structures.* See [section 28-348](#).
- (3) *Permissible uses by exception.* See [section 28-347](#); housing for the elderly; neighborhood recreation facility.
- (4) *Minimum lot requirements (width and area):*
 - a. Minimum lot width, fifty (50) feet.
 - b. Minimum lot area, one-eighth acre (5,450 square feet).
- (5) *Maximum lot coverage by all buildings:*
 - a. Thirty (30) percent.
- (6) *Minimum yard requirements.* All permitted or permissible uses and structures:
 - a. Front, fifteen (15) feet.
 - b. Side, ten (10) feet.
 - c. Rear, ten (10) feet.

(7) *Maximum height of structures:*

a. Thirty-five (35) feet.

(Code 1964, § 33-22; Ord. No. 99-05, § 3, 2-8-99)

DIVISION 9. - PLANNED UNIT DEVELOPMENT: PUD

Sec. 28-286. - Purpose and intent.

The purpose of the planned unit development (PUD) zoning district is to provide an option, and process for the provision of unique, individually planned developments that are consistent with the Comprehensive Plan and the categories outlined in the Comprehensive Plan, but may allow for more creative, flexible, and innovative designs for projects than the regular zoning districts allow. The PUD process is a voluntary process initiated by an applicant to provide flexibility for their project, while at the same time providing an opportunity for the city planning and zoning board (PZB) and city commission to integrate potential benefits, limitations and regulations as it deems necessary to protect the public health, safety and general welfare.

The PUD process is designed to:

- (a) Promote more efficient and economic uses of land, including bypassed lands, land ripe for urban infill, and potential redevelopment projects;
- (b) Encourage a more compatible and harmonious development of contiguous lands;
- (c) Provide flexibility to meet changing needs, technologies, economics, and consumer preferences;
- (d) Provide a process to assess a development's impact on the proposed site, the surrounding neighborhoods or areas, and the city as a whole;
- (e) Demonstrate the coordinating of architectural styles, building forms, and building relationships within a planned development, as well as, the planned developments relationship with the existing and preferred architectural context surrounding the project;
- (f) Provide an environment of consistent character compatible with the surrounding areas; and,
- (g) Permit specific limitations and requirements in excess of those included in other zoning districts, based on the unique characteristics of the individual site, where necessary to the public health, safety, or welfare, or for the protection or preservation of lands, neighborhoods or areas of the city deemed unique or historic based on the proposed location of the planned development.

The intent of a planned unit development (PUD) is to permit this flexibility from the strict application of traditional zoning district regulations by identifying each waiver, variance or exception to such regulation and providing an alternative development condition for that specific PUD. A PUD is a zoning category that can be beneficially utilized in order to create site-specific regulations to address specific development or topographic conditions, historic or architectural features, existing structures, neighborhood patterns or transitioning uses of land. PUDs may be created as in-fill development or redevelopment, or may be developed as traditional residential subdivisions of vacant land. The regulations found in this section may be generally applicable to all PUDs, while others, such as [section 28-291](#), are intended for traditional residential or mixed use subdivisions of vacant land. Amendments to existing PUDs shall comply with the same requirements as found herein for PUD rezoning.

(Code 1964, § 33-70; Ord. No. 05-37, § 1, 12-12-05; Ord. No. 13-08, § 1, 5-13-13; Ord. No. 16-07, § 1, 2-8-16)

Sec. 28-287. - Defined.

A planned unit development (PUD) shall mean the zoning district for the development of a particular parcel of land under unified control which is planned and developed as a whole in a single or programmed series of operations and conditions, with uses and structures substantially related to the character of the entire development. A PUD, established pursuant to ordinance of the city commission, must also include an attached final development plan, and project narrative with specified development conditions and a program for the provision, maintenance and operation of all areas, improvements, facilities and necessary services for the common use of all occupants thereof. **As a zoning district, the terms and conditions of a PUD shall be enforceable in the same manner as enforcement of all other city code provisions. All city rules, codes and regulations shall remain in full force and effect, and shall apply to the PUD unless a specific exemption, waiver or alternative condition is included in the approved PUD text and site development plan.**

(Code 1964, § 33-71; Ord. No. 05-37, § 1, 12-12-05; Ord. No. 2013-08, § 1, 5-13-13; Ord. No. 16-07, § 1, 2-8-16)

Sec. 28-288. - Permissible uses.

Any use which is permitted by the comprehensive plan may be included and approved in a PUD. Those uses allowed may be allowed in a PUD, but must be specifically identified in the PUD development narrative text, and must be compatible with the property's identified comprehensive plan future land use designation. Such uses approved in conjunction with a PUD must provide a justification for the requested use and include defined development criteria in the PUD to mitigate any potential negative impacts of the uses. Additionally, certain desired benefits to the community must be outlined. The benefits to the community may include, but are not limited to those provided on-site, but benefits related to the proposed planned development off-site as well, such as, public parking provisions, enhanced landscaping or street tree planting, architectural or historic preservation benefits, benefits of certain uses in certain areas and/or alternative transportation benefits, and maintenance, improvement or encouragement of public access to waterways, conservation areas and/or vistas and scenic opportunities.

(Code 1964, § 33-72; Ord. No. 05-37, § 1, 12-12-05; Ord. No. 16-07, § 1, 2-8-16)

Sec. 28-289. - Procedures, application requirements and narrative PUD text.

- (a) *Application for rezoning to PUD.* Each application shall identify and address applicable criteria to its specific plan of development. An application for rezoning to PUD shall proceed in general as for other applications for rezoning of land; and, in addition to the information usually required for such applications, the following shall be required:

- (1) Plats, surveys, and metes and bounds description of the area within the PUD.
- (2) The name and address of the owner and, if applicable, evidence of the assignment of an agent who represents the owner.

- (3) Evidence of unified control of the entire area within the PUD with all owners within the area of same identified.
- (4) An agreement by all owners within the PUD which includes their commitment to:
 - a. Proceed with the proposed development in accordance with the PUD ordinance and such conditions and safeguards as may be set by the city commission in such ordinance; and,
 - b. Provide a written narrative PUD text that clearly identifies by corresponding numbered and lettered paragraphs responses to the following criteria:
 1. Consistency with every relevant goal, policy and objective of the Comprehensive Plan, including but not limited to density and intensity limitations of the Future Land Use Map category for the property; and,
 2. For properties currently in the HP-1, HP-2, HP-3, HP-4 and HP-5 districts requesting rezoning to PUD, identification of the specific proposed benefits or enhancements to the property that promote the goals of these historic districts; and,
 3. The need and justification for a rezoning to PUD or PUD amendment, including identification of each proposed development condition that would otherwise not be allowed under the existing zoning, including, but not limited to, maximum lot coverage, signage, setbacks, allowable zoning uses and uses by exception; and,
 4. Compliance with the purpose and intent and criteria in [section 28-286](#); and,
 5. Compliance with [section 28-288](#) and justification for any zoning uses; and,
 6. The phasing of the PUD or PUD amendment, including all sub-phases; each phase addressing the types of approval required or obtained (i.e.: entry corridor, HARB, building plan, landscaping, etc.) and the proposed commencement and completion of such development according to the plans approved by such ordinance or other related permit; and,
 7. Identification of the legally responsible entity or entities for continuing operations and maintenance to such areas, functions and facilities as are not to be provided, operated or maintained by the city pursuant to written agreement; and,
 8. A termination date after which the PZB shall be required to evaluate whether all or part of the PUD has been abandoned by failure to timely commence and complete development of all or part of the phases of the PUD as identified pursuant to subsection (6) or other circumstances have contributed to the development delay, if so, one (1) year extension(s) may be granted by the PZB at an advertised public hearing, after two (2) such extensions if no activity has been initiated the city commission shall deem the PUD abandoned which shall act as a reversion of the zoning to its pre-PUD zoning district for the areas not in compliance with the phasing schedule; and,

9. If a reversion to pre-PUD zoning district pursuant to subsection (8) would otherwise be inconsistent with the Comprehensive Plan in effect at the time of the reversion, said reversion shall not become effective unless a Comprehensive Plan amendment is duly adopted; and,
 10. An infrastructure impact analysis or equivalent impact analysis to clearly outline the project's potential impact on transportation networks, circulation patterns, and infrastructure of the city; and
 11. A signed statement voluntarily acknowledging and binding the applicant(s), property owner(s), and each of their successors in title, to every commitment made in their application and at hearing relating to the rights, terms, conditions and limitations of the PUD text narrative and final site development plan, including but not limited to the phasing, termination and reversion clauses.
- (b) *Materials to accompany applications.* An application for rezoning to PUD shall be accompanied by the following, in sufficient copies as deemed necessary by the planning and zoning board for referrals and recommendations. The planning and building department will maintain a checklist of materials to accompany an application to help clarify the submittal requirements:
- (1) Plans, maps, studies and reports, including an infrastructure impact analysis, as may reasonably be required by the city commission and the planning and zoning board in order to make the findings and determinations called for in the particular case. The infrastructure impact analysis shall include site specific design improvements related to traffic circulation, and the movement of pedestrians, bicycles, and vehicles on and off-site, and water, sewer, stormwater improvements, and public utility improvements and impacts.
 - (2) For proposed PUDs currently zoned HP-1, HP-2, HP-3, HP-4 and HP-5, a streetscape demonstrating the size and scale of the project in context with the adjacent properties and existing historic district development patterns. The streetscape shall include at a minimum the subject block and facing block to illustrate how the proposed project meets the scale of the surrounding context. This streetscape requirement is not mandatory for projects that create no visual impact to the exterior of an existing structure. Structural changes in roof lines, exterior facades and elevations and any exterior additions or reconfigurations may require a streetscape, as deemed necessary by staff or the historic architectural review board concurrent with project details.
 - (3) Infill and redevelopment projects shall also be required to provide a streetscape analysis similar to that required in the historic districts as per (b) (2) above, as deemed necessary by staff to allow the PZB and/or HARB, for projects in the city's entry corridors, to evaluate the projects impact on the neighborhood or area, as a defined community in [section 28-289\(b\)](#) (9) and the projects ability to contribute to and enhance the existing streetscape.
 - (4) A written PUD text narrative compliant with all parts of sections [28-286](#) through [28-292](#), as applicable. Such PUD text narrative shall also include as an exhibit a final site development plan at an appropriate scale and consistent with the terms of the PUD text narrative, an introductory statement explaining the intended plan of development, clearly indicating where approval of the

rezoning to PUD or PUD amendment will benefit the future occupants of the proposed development, will be compatible with the adjacent neighborhood, and will forward the goals, policies and objectives of the city in general, and including any specific benefits to the community as a whole. Such justification shall be based on the intent of the PUD, consistency with the Comprehensive Plan, and compliance with all requirements of rezoning to PUD or PUD amendment as found herein.

- (5) The final site development plan included at an appropriate scale supporting the above statement illustrating:
 - a. The location, grouping and height of all uses and facilities.
 - b. In the case of residential development, the number of residential units, their location and number of stories.
 - c. A multi-modal circulation system including any vehicular, public transit, pedestrian and bicycle access points, driveways, walkways or crosswalks, parking areas, transit shelters or bus stop loading areas, bicycle racks, and rights-of-way, streets or sidewalks to be dedicated in support of the infrastructure impact analysis.
 - d. A system of open space and recreational uses, with the acreage to be dedicated and that to be retained in common ownership.
 - e. A topographic map at an appropriate scale showing contour lines, including all existing buildings and wooded areas.
 - f. An illustration, outline or discussion describing any community benefits incorporated into the planned development or provided off-site, such as, public parking, enhanced landscaping or street trees, public park facilities, architectural or historic resource benefits, the encouragement of beneficial uses or alternative forms of transportation, maintenance, improvement or encouraging public access to waterways, conservation areas and/or vistas and scenic opportunities.
 - g. Elevations, specific architectural elements, and contextual drawings, as deemed necessary by staff and the PZB and/or HARB to illustrate the details of the project, which may include a sun, shadow or shade study.
 - h. Full signage and hardscape plans, as well as, landscape and tree preservation or replacement plans in sufficient detail to allow PZB to review and make a recommendation concerning the project.
 - i. The site plan must describe and show any buffers or setbacks required from any jurisdictional areas for review to include details for conservation overlay zone development, as well as, locations of any proposed docks or water features, and/or impacts to existing tree canopy areas.
- (6) Statements indicating how the problems of maintenance and ownership of common facilities will be resolved.
- (7) A schedule of development, including the staging and phasing of:
 - a. Areas to be developed, in order of priority;
 - b. The construction of streets, utilities and other improvements necessary to serve the proposed development; and
 - c. The dedication of land to public use, if any.

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- (8) Each of the above elements shall be listed as to their relative order of improvement with an estimated time schedule for their accomplishment. It is, among other things, the intent of this requirement that the schedule of development be such that a staged implementation of the PUD would not result in land use conditions which would establish a precedent for the use of adjoining undeveloped property for purposes other than that shown on the approved PUD.
- (9) Developer neighborhood notice. At the time of filing a PUD or PUD amendment application, the applicant must submit to the city's planning department a copy of the developer neighborhood notice mailed to the Neighborhood Council of St. Augustine, Inc., or its successor, by regular U.S. mail at the current mailing address provided to the Florida Department of State, Division of Corporations, as made available on that agency's website. If the property is not included in a defined neighborhood area the boundaries of a "community" area will be defined as those properties within a five hundred-foot radius of the project boundaries to be notified by mail postmarked no less than fifteen (15) days prior to the first scheduled PZB meeting, and shall be notified individually by the same neighborhood notice process below. The developer neighborhood notice shall include the following information:
- a. The project name, property owner(s) and applicant(s); and
 - b. The existing zoning and requested rezoning, the physical address or location of the project, and a brief description of the application request; and
 - c. The developer's project coordinator contact information, including name, mailing address, telephone number and email address; and
 - d. The following statement in prominent font:
"Please contact the developer's project coordinator directly if a courtesy neighborhood informational meeting is requested of the developer. The courtesy neighborhood informational meeting will be presented by the developer, not by City staff. It is not an official City meeting or hearing on the project application. The developer neighborhood notice is not intended to be a legal notice, nor should it be relied upon to provide affected party status or standing. The developer neighborhood notice is an additional, courtesy informational tool provided to the public to facilitate early, voluntary and direct communication between the City's neighborhoods or defined communities and PUD development applicants. This document was prepared by the developer and the City does not warrant its accuracy. The official complete application public record will be available for review after filing at the City of St. Augustine Planning and Building Department, 75 King Street, St. Augustine, Florida, during regular office hours."
 - e. In addition to the developer neighborhood notice, the city planning and building department may provide additional courtesy information regarding pending applications to individuals and organizations that request it or as part of the city's public information outreach initiative. Such additional courtesy information may be provided in person, by U.S. regular mail, electronic mail or posting on the city's website, as reasonably practicable.

This additional courtesy information is not intended to be a legal notice, nor should it be relied upon to provide affected party status or standing.

- (c) *Action by the planning and zoning board and the city commission.* Following the public hearing as required for all applications for rezoning, the planning and zoning board may recommend and the city commission may enact an ordinance establishing a PUD, including any special conditions related thereto, based upon findings that:
- (1) No adverse effect finding. The proposed PUD does not adversely affect the orderly development of the city, the health and safety of residents in the area, the natural environment, the use and development of adjacent properties or the general neighborhood.
 - (2) Consistency with the Comprehensive Plan and PUD regulations finding. The proposed PUD is consistent with the comprehensive plan and meets the intent and criteria of sections 28-286 through 28-292, as applicable.
 - (3) Need and justification finding. In order to permit the use of more flexible land use regulations and the most advantageous techniques of land development, the PUD must affirmatively comply with each applicable PUD regulation found in this section and clearly identify the need and justification for rezoning to PUD. The objective of a PUD is to encourage ingenuity, imagination and design efforts on the part of builders, architects, site planners and developers to produce residential, commercial, industrial or institutional developments, or combinations thereof, that effectively integrate existing historic and neighborhood patterns, or effectively transition between adjacent development uses.
 - (4) Site-specific conditions and mitigation finding. The site-specific development conditions for the proposed PUD:
 - a. Permit a creative approach to the development of land; and
 - b. Accomplish a more desirable environment than would be possible through the strict application of the existing zoning district requirements; and
 - c. Provide for an efficient use of land; and
 - d. Improves the appearance of the area through the preservation and enhancement of historic and natural features, recreation areas and open space, and effectively transition from existing development patterns to the PUD; and
 - e. Provide an environment of consistent character compatible with surrounding areas; and
 - f. Retain property values over the years.
- (d) A PUD or PUD amendment shall first be reviewed by the planning and zoning board, followed by the historic and architectural review board if such review is required. The city commission may remand a PUD application for further review by its planning and zoning board or historic architectural review board, such review shall be limited to the scope of review as expressed by the city commission. The city commission may expressly limit the additional review to only one such agency, after which the PUD application shall be promptly scheduled for further action by the city commission. Nothing in these regulations is intended to remove the historic

and architectural review board's reviewing authority after a property has been rezoned to PUD.

- (e) *Deviations from ordinance creating PUD.* In order to facilitate minor adjustments to the plans approved as part of the ordinance creating a PUD, the city commission may approve changes in such plans, without the review and recommendation of the PZB, and without the adoption of an ordinance to modify the PUD ordinance, if as a result of such changes:
 - (1) There are the same or fewer number of dwelling units and/or floor area;
 - (2) The open space is in the same general location and in the same general amount, or a greater amount;
 - (3) The buildings have the same or less number of stories and/or floor area; and
 - (4) The roads and drives follow approximately the same course and have the same public or private rights therein.
- (f) Given the scale and complicated nature of PUDs the PZB shall require review of a planned unit development final development plan, and narrative requirements with at least two (2) public hearing(s) in an effort to garner as much information and public input as possible, as well as, to finalize any recommendations to the city commission. The PZB reserves the right to require only one (1) public hearing, if deemed appropriate by the PZB, the project may move straight to the city commission for rezoning.
- (g) Because of the nature of PUD's with regard to potential size and the level of detail required of projects, and unless a longer time shall be agreed upon by the applicant and the board in the particular case, a public hearing shall be held by the board to consider any application for a PUD rezoning within not more than sixty (60) days from the date of filing of the complete application. Any revisions or amendment to the PUD rezoning application must be submitted to the planning and building department at least fifteen (15) days prior to the scheduled meeting date. Notice of public hearing shall be made as provided in [section 28-59\(a\)](#) and (b).
- (h) *Expiration of time limits provided in ordinance creating a PUD.* If development actions required by the ordinance creating a PUD are not taken within the timeline established in the PUD from the date of approval by the city commission actions consistent with [section 28-289 \(a\)\(4\)b.8.](#) shall be taken.

(Code 1964, § 33-73; Ord. No. 05-37, § 1, 12-12-05; Ord. No. 2013-08, § 1, 5-13-13; Ord. No. 16-07, § 1, 2-8-16)

Sec. 28-290. - Implementation of a PUD.

- (a) *Development plan.* The final development plan, and project narrative shall be attached to the PUD ordinance as an exhibit and shall be the only development plan associated with the PUD unless and until an amendment to the PUD is pursued via amendment to the PUD ordinance or via minor amendment procedures.
- (b) *Record plats.* If the PUD ordinance requires the recording of record plats, such plats shall be submitted to the city commission for final approval.

- (c) *Approval of development plans.* The planning and building department shall review all development plans; and, if found in compliance with this Code, and the PUD ordinance shall approve same.
- (d) *Permits required.* All construction in the development of a PUD shall proceed only under applicable permits issued by the planning and building department; and no building permit, certificate or other document authorizing construction or occupancy within a PUD shall be issued, except in accordance with the approved PUD ordinance and all regulatory provisions in existence at the time of the permit except as otherwise exempted or waived in the PUD text.

(Code 1964, § 33-74; Ord. No. 05-37, § 1, 12-12-05; Ord. No. 2013-08, § 1, 5-13-13; Ord. No. 16-07, § 1, 2-8-16)

Sec. 28-291. - Standards and criteria for stand-alone residential and mixed use PUD subdivisions.

The following performance standards are intended for standalone residential and mixed use PUD subdivisions. These projects typically include exclusively residential uses or mixed use projects developed on vacant parcels with defined boundaries and a self-contained subdivision identity separated from adjacent properties through a visible perimeter break.

- (1) *Density of developments.* The total ground occupied by buildings and structures for area devoted to residential use in mixed use PUD subdivisions shall not exceed thirty-five (35) percent of the total ground area of that portion of the PUD devoted to residential use. The density and intensity of development within a PUD shall be consistent with the density and intensity allowed within the City of St. Augustine Comprehensive Plan.
- (2) *Open space.* The PUD may include residential lots of smaller size than would be permitted by the zoning regulations otherwise applicable to the site, provided the overall density is not increased. The excess land shall be utilized as open space. The open space shall be utilized as a park, for either passive or active recreation or as a conservation area. The open space shall either be dedicated to the City of St. Augustine or be maintained by a community association composed of residents of the PUD. Land recorded as open shall not be encroached upon by any residential, commercial or industrial, primary or accessory use.
- (3) *Waiver of yard, dwelling unit, frontage criteria and use restriction.* Minimum yard, lot size, type of dwelling unit, height and frontage requirements and use restrictions are waived for the PUD, provided the spirit and intent of this chapter is complied with in the total development of the PUD. However, the City Commission of St. Augustine may, at its discretion, require adherence to minimum zone requirements within certain portions of the site if deemed necessary in order to maintain the spirit and intent of this chapter.
- (4) *Support legal documents for open space.* Legal documents which assure adequate management and maintenance of the open space area must be provided by the developer for all areas proposed for common ownership by the residents of the PUD. Legal instruments provided for dedications, covenants, community associations and subdivision controls shall:

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- a. Place title of common property in a form of common ownership by the residents of the PUD; e.g., a duly constituted and legally responsible community association, cooperative, etc.
 - b. Appropriately limit the use of common property.
 - c. Place responsibility for management and maintenance of common property. The St. Augustine City Commission, at its discretion, may require the applicant to enter into a contract with St. Augustine for maintenance of commonly held properties.
 - d. Place responsibility for enforcement of covenants.
 - e. Permit the subjection of each lot to assessment for its proportionate share of maintenance costs.
- (5) *Access.* Access to each single family dwelling unit shall be provided via either a public right-of-way or a private vehicular or pedestrian way owned by the individual lot owner in fee or in common ownership with the residents of the PUD.
- (6) *Privacy.* Each dwelling unit within the PUD shall be provided visual and acoustical privacy. Fences, walks and landscaping shall be provided for the protection and aesthetic enhancement of property and the privacy of its occupants, screening of objectionable views or uses and reduction of noise.
- (7) *Community facilities:*
- a. All utility facilities proposed for dedication to St. Augustine must be acceptable by the city as to the size, shape and location, and shown by the applicant to be of benefit to the general public.
 - b. All requirements for off-street parking and loading (article IV, division 2) shall apply to the PUD unless otherwise waived or modified.
 - c. Access and circulation shall adequately provide for firefighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal.
 - d. These PUD's shall provide for underground installation of utilities, including telephone, power and cable television in both public and private rights-of-way. Provisions shall be made for acceptable design and construction of storm sewer facilities, including grading, gutters, piping and treatment of turf to handle stormwaters and prevent erosion and formation of dust.
 - e. Specifications for street design, publicly used driving and access aisles, sidewalks and pedestrian walkways, including those providing interconnectivity between phases of the PUD or between the PUD and adjacent properties, shall conform to the rules and regulations adopted by the City of St. Augustine.
- (8) *General development patterns.* Residential subdivisions and mixed use subdivisions shall provide a master tree plan, a master stormwater plan, an overall signage plan, any applicable overall design standards, descriptions of interconnectivity between areas within the PUD and connections to areas outside of the PUD proper, and general descriptions of how the PUD will create a sense of place.
- (9) *Mixed Use PUD subdivisions.* A subdivision PUD that also includes a mixed use component shall also provide a description of the potential other uses allowed

besides residential single family uses. This description shall provide enough information to evaluate its proposed consistency with the Comprehensive Plan, potential benefits to the overall PUD community, and the neighborhoods outside of the PUD community, the types of uses proposed, such as, multifamily units, commercial, civic or other uses, and establish the parameters of how these uses are integrated into the development plan.

(Code 1964, § 33-75; Ord. No. 05-37, § 1, 12-12-05; Ord. No. 2013-08, § 1, 5-13-13; Ord. No. 16-07, § 1, 2-8-16)

Sec. 28-292. - Standards and criteria for redevelopment and infill PUD developments.

The following performance standards are intended for redevelopment and infill PUD developments. These projects typically involve property currently developed where the proposed PUD includes razing the existing development and building new or renovating the existing development to the extent that it is a redevelopment project which introduces new uses or combination of uses and a new design changing the character of the existing. Infill projects typically involve vacant property within an existing developed area where it is important for the proposed PUD to be compatible with the existing surrounding development. These standards and criteria are in addition to other PUD requirements outlined above.

- (1) *General development patterns.* Redevelopment and infill projects within the city shall take into consideration pedestrian oriented design, the human scale and sense of place of the surrounding area, and shall respect existing development patterns and provide for compatibility, quality and integrity of the existing area and neighborhoods. They should provide a unique sense of place through architectural design and a mixture of compatible uses in a compact setting with sensitivity to the context of the surrounding neighborhood. The PUD should be an addition to the area and neighborhood which contributes to the area and increases the value of the surrounding area.
- (2) *Contributions to the existing community.* Redevelopment and infill projects shall also demonstrate consideration for the existing neighborhoods and street patterns within the city by describing the project's impact on existing community patterns, the environment, the economy, the transportation networks or circulation patterns as described in an infrastructure impact analysis, as well as, natural features, and vistas and scenic opportunities. The project narrative shall include a statement of how the PUD is consistent with the character, history, and cultural and natural features that help create a sense of place. The project shall be compatible by demonstrating appropriate design, massing, screening, and architectural techniques.
- (3) *Redevelopment and infill PUD projects.* Additionally, redevelopment and infill projects shall include a description evaluating the existing building(s) condition, potential demolition issues, and the extent of renovation of the existing building(s), if applicable. A clear description of the site design evaluating existing issues, such as, access, driveways, parking, maneuverability, landscaping, including tree removal is also required if necessary. A description with detailed drawings that show the existing streetscape, and the new streetscape to demonstrate compatibility, proportion, form, and rhythm with the surrounding area is required.

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

Details of colors, materials, and design themes may also be required, and compatibility with applicable Design Standards for Entry Corridors must be demonstrated.

(Ord. No. 16-07, § 1, 2-8-16)

Secs. 28-293—28-310. - Reserved.

Sec. 28-332. - Modification and height regulations.

The height limitations contained in article III, district regulations, do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys, elevator shafts or other appurtenances usually required to be placed above the roof level and not intended for human occupancy; provided, however, that notwithstanding the permitted maximum height limitations allowed in the various zoning districts, no structure (including appurtenances and structures normally erected above roof level) shall be erected to a height above adjacent ground level exceeding the most restrictive of the following:

- (1) Fifty-five (55) feet; or
- (2) Elevations as may be prescribed by the Federal Aviation Administration; or
- (3) Elevations as may be prescribed by the State of Florida unless the applicable permit has been issued.

(Code 1964, § 33-88)

STAFF SUMMARY AND ANALYSIS

This request for a rezoning from St. Johns County's Open Rural (OR) zoning district to a PUD within the Shipyards Development is one that mirrors the Residential Single-Family-Two (RS-2) zoning district. The proposed PUD will consist of single-family homes and a shared dock for storage of private boats.

On March 7, 2023, the City Planning and Zoning Board recommended the land use plan amendment for this subject property from its St. Johns County land use to the City's Residential Low Density Future Land Use Designation. This is a second Public Hearing on the proposed PUD which includes Conservation Overlay Development review.

This request is to rezone the properties along Arapaho Avenue, PID 134760-0000, 134780-0000, & 134790-0000, so that they may be annexed into the City of St. Augustine.

Parcel ID Number	Proposed Land Use	Proposed Zoning
134760-0000 (Majority of Southern portion)	Residential Low Density	Planned Unit Development (PUD)
134780-0000	Residential Low Density	Planned Unit Development (PUD)
134790-0000	Residential Low Density	Planned Unit Development (PUD)

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

The proposed PUD, which will overlap the proposed Residential Low Density Future Land Use amendment, is written in a way to resemble the City of St. Augustine's Residential Single-Family-Two (RS-2) zoning district. The table below illustrates the differences between the two.

	Residential Single-Family-Two (RS-2)	Proposed Planned Unit Development (PUD)
Setbacks	Front: Fifteen (15) feet Side: Ten (10) feet Rear: Ten (10) feet	Front: Twenty (20) feet - Corner yard may be ten (10) feet Side: Five (5) feet Rear: Ten (10) feet
Maximum Building Height	Thirty-five (35) feet, Code Section 28-332 as applicable	Thirty-five (35) feet, in addition to this building height, an additional five (5) feet shall be permitted for architectural features and mechanical equipment, pursuant to Code Section 28-332.
Minimum Lot Size	5,450 square feet	4,800 square feet
Minimum Lot Width	Fifty (50) feet	Forty (40) feet
Maximum Lot Coverage	Thirty (30) percent	Fifty (50) percent
Parking	A minimum of two (2) spaces per unit	A maximum of two (2) spaces per unit

In addition to the residential portion of the proposed PUD, the PUD includes a dock with 50 slips as represented on the Master Development Plan. The PUD documents include an outline for Conservation Overlay Zone development on pages 9 through 13 in the proposed PUD. The PUD text/narrative does include an analysis of Sec. 11-29(c) of the City's code, therefore the Planning and Zoning Board (PZB) can review the analysis provided and approve the conservation zone development as part of the PUD rezoning recommendation.

Under Sec. 11-29. – Standards for review, applications for development in Conservation Overlay Zones shall be evaluated according to the following criteria, the applicant's responses are italicized, and staff comments are in bold.

- (1) Site specific conditions.
 - *See the Master Development Plan and Conservation Overlay Zone Plan for site development details.*
- (2) The site's relationship to adjacent properties, bodies of water and surrounding conservation zones.
 - *See the Master Development Plan and Conservation Overlay Zone Plan for site development details.*
- (3) Natural and proposed drainage patterns.

- *The Property is bounded on the east and south by the San Sebastian River and connected marshlands. The Property's existing drainage patterns can be described as the perimeter coast line drains directly to the river and connecting marsh while the internal portions of the site drain to onsite wetlands and a manmade drainage ditch, which eventually drain to the San Sebastian River on the east and south sides of the Property.*
 - *The proposed drainage pattern for the site will have stormwater collected and conveyed from roadways and lots within an inlet and pipe network, toward one on-site wet detention ponds.*
- (4) Effect of point and nonpoint discharge in the marine environment.
- *The point discharges will include the outfall control structure in the wet detention pond system described above, which is proposed to connect to the San Sebastian River. There will be minimal impacts to marine life as these outfalls will discharge treated stormwater. Nonpoint discharges from rear yards will be minimized as the lots will be designed with Type "A" grading, forcing runoff to reach the stormwater collection system.*
- (5) Proposed soil stabilization and erosion control methods.
- *Standard erosion control methods will include silt fencing around the perimeter of the developed areas, inlet protection during construction, hay bale barriers at the outfalls and floating turbidity barriers within the onsite ditch during road crossing construction. All disturbed areas will be seeded and mulched to establish vegetation to ensure minimal erosion after construction is complete.*
- (6) Impact on floodplain.
- *Because the San Sebastian River is an open basin that has a direct connection to the Atlantic Ocean, the impacts to the floodplain will be minimal.*
- (7) Impact of development on vegetative and animal communities.
- *Approximately 0.15 acres of proposed wetland impacts are for home sites (Figure 4). Locations of the proposed wetland impacts are shown on the wetland management plan enclosed with the environmental report by Carter Environmental Services, Inc. included with the application package. Those impacts either have been permitted by both the District and U.S. Army Corps of Engineers (the "Corps"). All hydrologic flow will be unimpeded and follow its natural course. Further, all other wetlands on-site will remain.*
- (8) Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.
- *Because the PUD will include single-family homes and the community dock, which will not have fueling or other activities that permit the use of hazardous chemicals and materials, there is no potential for contaminated drainage, storage of pollutants or the use of poisonous chemicals or materials.*
- (9) Effect of shade on vegetation and shellfish.
- *The community dock be at minimum five (5) feet above mean high water. Therefore, shading will be minimal. None of the wetland impacts proposed in upland areas of the project will have a shade effect on vegetation or shellfish. The Owner will leave 3.24 acres to remain adjacent to the San Sebastian River. The 0.15 acres of low-quality freshwater wetland impacts, not saltmarsh, will be mitigated by purchasing 0.12 mitigation bank credits.*
- (10) Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.

- *The proposed development will honor the standard will have no effect on manatees, vegetation, shellfish or wildlife, nor will it cause shoreline erosion because it is located within upland areas of the site.*
- (11) Impact of development on shoreline by linear feet and percent of site.
 - *The existing shoreline will not be altered by the proposed development. The bulkheads will be mostly constructed within the uplands, except for the areas adjacent to the wetland impacts.*
- (12) Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.
 - *The Conservation Overlay Zone 1 Development includes the community dock. The community dock is depicted on Figures 4 thru 10C.*
 - *The proposed single-family homes will be located within Conservation Overlay Zones 2 and 3. The homes will be limited to 35 feet in height (two stories) so their impacts to vistas and scenic opportunities will be minimal. Existing tree canopies within COZ 1 and upland buffers will be left in place and new trees will be planted within lots, both of which will allow the proposed homes to blend into the area.*
- (13) Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.
 - *Native vegetation will be preserved in buffer areas within the Property, in the locations depicted on the Master Development Plan. Native plants will be used for landscape and open space purposes to the extent practicable. Proposed retention areas are depicted on the Master Development Plan.*
- (14) Impact of development on plant and animal habitat and potential loss in acres and percent of site.
 - *The Windward Shipyard project will cluster housing development within upland areas of the Property and will preserve marshlands and other wetlands associated with the San Sebastian River.*
 - **The Master Development Plan submitted shows housing development similar to that of suburban subdivision developments, although this residential development is connected to a larger mixed use type development . Plans for the proposed PUD development also include impacts to approximately 0.15 acres of on-site wetlands.**
- (15) Impact of development on water quality. Water quality objectives will be presumed to have been met if runoff water is routed to a surface water management system permitted by the St. Johns River Water Management District or to a treatment facility that is equivalent to the water quality treatment criteria (water retention/detention) of the water management district. (An engineer or landscape architect licensed in the State of Florida is required to certify that the treatment facility is equivalent to the district's criteria.)
 - *Stormwater runoff from the Property will be routed to a surface water management system permitted by the St. Johns River Water Management District.*
- (16) Impact of development on shellfish and on commercial and sport fish and waterfowl.
 - *The project will have no impact on shellfish or on commercial or sport fish or waterfowl because all stormwater runoff from the Property will be routed to a District-permitted surface water management system. The proposed homes will be located on upland areas of the site.*

CITY OF ST. AUGUSTINE
STAFF REPORT & RECOMMENDATION

- (17) Specific conditions applicable to docks. In addition to the considerations listed in subsections (1) through (16) herein, no boathouse, roofed structure or wall shall be constructed on any dock. This section shall not prohibit the use of bumpers or similar structures built at or near the water line and below deck elevation to protect the dock from damage caused by moored vessels. The deck of any private boat dock shall not exceed six (6) feet in height above mean high water. Boatlifts mounted on docks, or constructed on or adjacent to a dock, shall be limited to a capacity of twelve thousand (12,000) pounds or less. All boatlifts shall be low profile boatlifts or no profile boatlifts, and no boats in excess of thirty-two (32) feet in length shall be allowed on a boatlift. In addition, the maximum height, excluding masts, antennas and other non-occupiable features, of a boat suspended in a boatlift shall not exceed six (6) feet above the gunwale (gunnel); whereby, the gunwale (gunnel) is defined as the upper edge of the side of the ship or boat. A low profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall exceed three (3) feet above the deck. A no profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall protrude above the deck.

▪ *Project will comply.*

STAFF RECOMMENDATION

Staff does not make recommendations concerning comprehensive plan amendments or the rezoning of land. The Board is responsible for making a recommendation based on the following;

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

The PUD section of the Zoning Code requires two (2) public hearings for PUD rezoning applications before the PZB unless the PZB waives this requirement. The first public hearing was held at the March 7th 2023 PZB meeting.



Jacob Fredriksson
Senior Planner
Planning and Building Department



CITY OF ST AUGUSTINE
APPLICATION TO PLANNING AND ZONING BOARD

Application Fee: \$1400 (plus advertising costs) Project Number: 2023-0006
Receipt Number: 2561968 Meeting Date: 03/07/23
Advertising Costs: \$ _____ Paid On: _____ Receipt Number: _____

1. NAME OF APPLICANT: Ellen Avery-Smith, Esq. Contact Number: 904-825-1615
Business (if applicable): Rogers Towers, P.A.
Address: 100 Whetstone Place, Suite 200 City: St. Augustine State: FL Zip: 32086
E-Mail Address: eaverysmith@rtlaw.com

2. NAME OF PROPERTY OWNER: Windward Shipyard Land Holdings, LLC Contact Number: 305-298-2967
Business (if applicable): _____
Address: 2999 NE 191 st St. Suite 800 City: Aventura State: FL Zip: 33180
E-Mail Address: stefan@staugustinemarine.com

3. LEGAL DESCRIPTION OF PROJECT PROPERTY:
Lot: _____ Block: _____
Subdivision: _____ Parcel Number: See attached list

4. PROJECT STREET ADDRESS: 0 Arapaho Avenue

5. SPECIFIC PROPOSED USE: Mixed-use development extending the existing Shipyard project.

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

7. DESCRIPTION OF ACTION REQUESTED: Comprehensive Plan Amendments to Residential
Medium Density Mixed Use and Residential Low Density future land use designations & Rezoning to Residential and General
Office (RGO) and Planned Unit Development (PUD).

8. JUSTIFICATION FOR ACTION REQUESTED: Please see attached.

04/18/2019

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

- (a) Does the property because of size, shape, topography or other physical conditions, suffer singular disadvantage, which disadvantage does not apply to other properties in the vicinity: N/A
- (b) Can you establish that this disadvantage causes the owner to be unable to make reasonable use of the affected property: N/A
- (c) Can you establish that this disadvantage does not exist because of conditions created by the owner or applicant: N/A
- (d) Can you establish that granting of the variance will not be contrary to the public interest; will not adversely affect other property in the vicinity; and will be in harmony with the spirit, intent and purpose of this Section: N/A

10. PREVIOUS APPLICATIONS:

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

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

11. AGREEMENT:

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

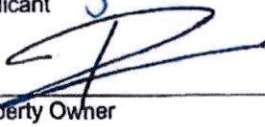
Application must be signed by both applicant and property owner if different. Letter of authorization must be submitted in absence of the property owner's signature or where an authorized agent signs in lieu of either property owner or applicant.

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

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


Signature of Applicant

2/1/23
Date


Signature of Property Owner

1-31-23
Date

04/18/2019



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

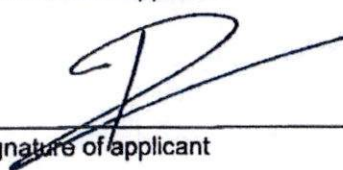
The applicant acknowledges and agrees to waive the limitation of three requests for additional information by the City of St. Augustine, pursuant to Chapter 166.033, Florida Statutes.

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

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

Robert Finvarb

Print name of applicant



Signature of applicant

1-31-23
Date

10/31/17



Owner's Authorization For Agent

Ellen Avery-Smith Esq. of Rogers Towers, P.A. is/are hereby authorized TO ACT ON BEHALF
OF Windward Shipyard Land Holdings, LLC, the owner(s) of those lands described within
☐ the attached application, or ☐ described within the previously filed
Application number: _____, and as described in the attached deed or
other such proof of ownership as may be required, in applying to the City
of St. Augustine's Planning & Zoning Board, located at:
PIN Nos.: 134760-0000;134770-0000;134780-0000;134790-0000 & 134650-0000

BY: 
Signature of Owner
Robert Finvarb
Print Name of Owner

Telephone Number

State of Florida

County of Miami-Dade

Signed and sworn before me on this 31st day of January, 2023.

By Robert Finvarb

Identification verified:

Oath sworn: _____ Yes _____ No

Notary Signature:



My Commission expires:

1/13/2024



Nindiri Rivas
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG946759
Expires 1/13/2024

PZB APPLICATION FEE SCHEDULE

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

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

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

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

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

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

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

Project Address: 6 Arapaho Avenue

Applicant's Name: Ellen Avery-Smith Applicant's Signature: Ellen Avery-Smith

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

Ellen Avery-Smith

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

904 . 825 . 1615
EAverySmith@rtlaw.com

904 . 396. 0663 Fax
www.rtlaw.com

March 1, 2023

VIA U.S. MAIL

Neighborhood Council of St. Augustine, Inc.
P.O. Box 658
St. Augustine, Florida 32085-0658

**Re: Developer Neighborhood Notice – Windward Shipyard Comprehensive Plan
Amendment and Planned Unit Development Rezoning Application**

To Whom It May Concern:

This Developer Neighborhood Notice is submitted on behalf of Windward Shipyard Land Holdings, LLC (“Owner”), the owner of property located west of the San Sebastian River and east of Arapaho Avenue (the “Property”). The Property includes St. Johns County Parcel Identification Nos. **134760-0000**, 134770-0000, **134780-0000**, **134790-0000** and 134650-0000.

The Property is located in unincorporated St. Johns County and has a Future Land Use Map (“FLUM”) designation of Mixed-Use District (County) and a zoning of Open Rural (County). The Owner is proposing to annex the Property into the City of St. Augustine’s boundaries and give the site (approximately 13.70 acres) a FLUM designation of Residential Low Density and a zoning district of Planned Unit Development (“PUD”) in the City. The Owner is proposing to construct a maximum of 55 single-family units, a community dock with 50 boat slips and recreational amenities related to the single-family homes within the Property (the “Project”).

Please contact me, the Applicant, directly on behalf of the Owner at the address and telephone number listed above, if you have any questions about the proposed Comprehensive Plan Amendment and PUD rezoning application for the Project summarized in the paragraph above. This developer neighborhood notice is not intended to be a legal notice, nor should it be relied upon to provide affected party status or standing. The developer neighborhood notice is an additional, courtesy informational tool provided to the public to facilitate early, voluntary and direct communication between the City's residents and PUD development applicants. This document was prepared by the Applicant, and the City does not warrant its accuracy. The official complete application public record will be available for review after filing at the City of St. Augustine Planning and Building Department, 75 King Street, St. Augustine, Florida, during regular office hours.

March 1, 2023
Developer Neighborhood Notice
Page 2

Please contact me with any questions regarding the Comprehensive Plan Amendment and PUD rezoning application and any comments or questions you may have about such application.

Sincerely yours,

Ellen Avery-Smith

cc: Amy Skinner (via e-mail)

Windward Shipyard Planned Unit Development

City of St. Augustine, Florida

February 2, 2023
Revised March 1, 2023

Team Roster

Owner/Applicant: **Windward Shipyard Land Holdings, LLC**
Stefan Johansson, Chris Simon, Karl Masters
404 Riberia Street
St. Augustine, Florida 32084
(904) 824-4394

Civil Engineering: **Maverick Engineering**
Jeremy Calloway
10 Willow Winds Parkway
St. Johns, Florida 32259
(904) 655-6687

Landscape Architect: **Marquis Latimer +Halback, Inc.**
Jeremy Marquis, Fremont Latimer, Elijah George
34 Cordova Street, Suite A
St. Augustine, Florida 32084
(904) 540-6940

Environmental: **Carter Environmental Services, Inc.**
Ryan Carter
42 Masters Drive
St. Augustine, Florida 32084
(904) 540-1786

Legal: **Rogers Towers, P.A.**
Ellen Avery-Smith, Esq.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
(904) 825-1615

Exhibit List:

Exhibit "A" – Legal Description of the Property
Exhibit "B" – Master Development Plan
Exhibit "C" – Tree Relocation Plan
Exhibit "D" – Conservation Overlay Zone Plan

WINDWARD SHIPYARD PLANNED UNIT DEVELOPMENT TEXT

A. Purpose and Intent.

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

This Windward Shipyard PUD text creates site-specific regulations to address development and topographic conditions, historic or architectural features, and transitioning land uses. The PUD, including all exhibits hereto, complies with all applicable provisions of City Code Chapter 28.

B. Site Information.

1. Location

The property subject to this PUD ordinance is located west of the San Sebastian River, north of State Road 312 and east of U.S. Highway 1 in the City of St. Augustine. The property has St. Johns County Parcel Identification Nos. 134760-0000, 134770-0000, 134780-0000, 134790-0000 and 134650-0000 (collectively, the “Property”). A legal description of the Property is attached as Exhibit “A”.

2. Owner, Developer and Agent

The owner of the Property is Windward Shipyard Land Holdings, LLC (the “Owner”). The agent for the Owner and Developer is Ellen Avery-Smith, Esq., Rogers Towers, P.A. (the “Agent”). Addresses for the Owner and Agent are in the Team Roster on page 2.

3. Existing approvals A majority of the Property is located in unincorporated St. Johns County. The Property has a Future Land Use Map designation of Mixed Use District (County) and a zoning of Open Rural (County). The Owner has filed applications to annex the Property into the City of St. Augustine and to change the Future Land Use Map (“FLUM”) designation to Residential Low Density (“RLD”) in the City. The legal description of the Property is attached as Exhibit “A” (the “Property”). The Owner owns other parcels immediately north of the Property that are located in the City limits and commonly known as the St. Augustine Shipyard.

4. Summary of Proposed Development

The Owner is proposing to construct a maximum of 55 single-family units, a community dock with 50 boat slips and recreational amenities related to the single-family homes within the Property (the “**Project**”). A master development plan depicting the locations of the proposed uses within the Property is attached as Exhibit “B” (the “**Master Development Plan**”).

The Property includes approximately 13.5 acres of uplands and 0.19 acres of wetland. The Owner is proposing to impact approximately 0.15 acres of on-site wetlands in order to construct roadway crossings, ponds and homes. All other on-site wetlands will be preserved.

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

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

The Property is located in unincorporated St. Johns County and has a FLUM designation of Mixed Use District (County) and a zoning of Open Rural (County). The Owner is proposing to annex the Property into the City’s boundaries and give the site a FLUM designation of Residential Low Density in the City.

City Comprehensive Plan Future Land Use Element (“FLUE”) Policy 6.4.3 states that the Residential Low Density FLUM category is intended to apply to those neighborhoods designated for single-family dwellings and single-family type uses, as well as those uses compatible with low-density single-family uses such as churches, child care centers, public and institutional uses, including school consistent with the Public Schools Facilities Element, recreation and Open Land (Conservation) as appropriate to create and maintain a stable, low-intensity residential character. Single-family density is a maximum of eight (8) units per acre.

Future Land Use Element Goal 1 encourages the preservation and protection of the City’s natural resources by establishing a pattern of development that is harmonious with the City’s natural environment. The proposed PUD meets these requirements by preserving all marshland within the Property, retaining natural hydrologic connections managing all stormwater on-site. The Project will meet the requirements of FLUE Policies 1.1.8 and 1.1.9 by encouraging street, pedestrian and open space designs the discourage cut-through traffic and provide for safe, convenient and well-designed traffic circulation on the Property and through the adjacent Shipyards site.

FLUE Policies 2.1.2, 2.1.3, 2.1.4 and 2.3.4 require new development to provide necessary services and facilities or to pay a fair share of costs of providing such facilities, including extension of water, sanitary sewer and drainage systems to serve projects. The PUD will comply with those requirements by paying for connection to the City’s existing water and sewer systems and dedicating such water and sewer improvements to the City, as well as providing drainage on-site. Internal streets constructed by the Owner will be connected to public streets owned by the City, St. Johns County and the Florida Department of Transportation (“FDOT”).

FLUE Objectives 5.1 and 5.2 and their applicable policies encourage infill, mixed-use development of the type being proposed for the Property and adjacent land owned by the Owner in the Shipyards project. The combined projects provide orderly, compact development and the provision of public facilities and services that minimize costs and environmental impact and maximize efficiency. The Project and Shipyards will provide a pedestrian friendly street design and an interconnected street network, which will reduce greenhouse gas emissions.

FLUE Goal 8 and its policies focus on preserving the City's sense of place by balancing small-town urban character with economic activity and encouraging compatible infill development. The PUD provides these by providing residences adjacent to the mixed-use Shipyards project and other businesses in the surrounding area. The Project's proximity to places of employment, restaurants, shops and other commercial and office centers makes it a true walkable and bicycle-friendly community. The PUD has been designed to preserve the City's historic skyline and recognize eventual sea level rise.

Recreation and Open Space Element Overall Goal and applicable policies require certain residential developments to provide parks and recreational facilities, based on the number of proposed units. The Project will provide neighborhood parks for its residents and will be interconnected with the Shipyards via sidewalks and paths.

The Conservation and Coastal Management Element Overall Goal is to protect and conserve natural areas, environmentally sensitive areas, natural vegetative communities, wildlife habitats, marine resources, federal and state listed species, and other renewable and non-renewable natural resources. Approximately 3.24 acres of wetlands will remain in the Project. The Owner will impact approximately 0.15 acres of low-quality wetlands within the Property area in order to construct.

The Coastal Management Goal requires the City to maintain three (3) Conservation Overlay Zones ("COZs"). Conservation Overlay Zone 1 allows passive recreation, wildlife preservation and conservation areas, green space, and fishing piers and other water dependent uses, including boat ramps and marinas. Conservation Overlay Zone 2 allows for all of the uses within Zone 1, as well as specialized, scenic or linear parks and boardwalks, off-street parking areas; and residential development, provided that they are (1) located so as to minimize impacts to Conservation Overlay Zone 1 vistas and scenic areas, and (2) densities are limited to those defined by the underlying Future Land Use Category. Conservation Overlay Zone 3 allows a variety of land uses and development subject to performance standard requirements governed by the City's Comprehensive Plan, including the underlying FLUM category, and the City's land development regulations. The PUD will comply with all applicable COZ requirements enumerated in the Coastal Management Goal, as set forth more fully in Subsection C.3.p hereof.

The Infrastructure Element requires the provision of sanitary sewer, potable water and solid waste services to support intended development. The Project will connect to the City's existing sanitary sewer and potable water systems, including potable water system interconnection with adjacent parcels, at the expense of the Owner (in compliance with applicable requirements of the Capital Improvement Element). The Project will use water-wise landscaping where practicable. The project will also utilize City solid waste services. The

Stormwater Management Sub-Element requires developments to provide their own stormwater management systems. The PUD will comply with this requirement.

The Overall Goal of the Transportation and Mobility Element encourages accessible, energy efficient, sustainable and economically viable transportation options that meet the needs of residents, employees, employees and visitors. The Project meets applicable objectives and policies by providing interconnected streets and sidewalks so that residents and other City residents can drive, walk or bicycle to nearby places of employment, restaurants, shopping destinations and other places.

The Overall Goal of the Housing Element is to provide an adequate inventory of housing in stable neighborhoods. Goal 1 encourages quality housing through new construction, and requires the City to assist the private sector in providing adequate housing to meet current and future needs.

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

Not applicable.

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

The Owner desires to rezone the Property to PUD in order to provide more flexible site development standards, which will allow them to preserve on-site marshlands and wetlands associated with the San Sebastian River. The following development standards shall apply to the Property:

a. Allowable uses: Allowable uses within the Property shall be:

- (i) A maximum of 55 single-family residential units.
- (ii) A 50-slip community dock related to the residential units.
- (iii) Recreational and other amenities to serve the residential development.

The locations of the proposed homes, community dock and amenities are depicted on the Master Development Plan, **Exhibit "B"**. The Owner, its successors and assigns, shall be permitted to make minor adjustments to the Master Development Plan based on applicable local, state and federal governmental agency review related to site permitting, engineering and construction plans. Staff shall review and approve any such revisions to the Master Development Plan, without the need for additional public hearings.

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

1. Front Yard: 20 feet; Corner Yard: 10 feet; Rear Yard: 10 feet; Side Yard: Five (5) feet
 2. The front yard setback shall be measured from the front lot line of each lot (not including portions of any lot that may be located within a road or common area tract). Setbacks shall be measured from the outer foundation wall of each structure 30 inches above grade. Eaves shall be permitted to project into yard setbacks, not more than 24 inches. Patios shall be permitted to extend into rear yard setbacks if not covered or screened. This method of measuring side setbacks is a waiver from the Code.
 3. ~~Front of primary structure (home) in each lot shall be offset from the front of adjacent lot's primary structure a minimum of five (5) feet to allow for variation in the streetscape.~~
 4. The project amenity center and its associated parking lot will be located a minimum of 10 feet from all parcel boundaries.
- b. Maximum building height: Single-family residences shall not exceed 35 feet in height. In addition to this building height, an additional five (5) feet shall be permitted for architectural features and mechanical equipment, pursuant to Code Section 28-332.
 - d. Minimum lot size: 4,800 square feet.
 - e. Minimum lot width: 40 feet.
 - f. Maximum lot coverage by all buildings and structures: 50 percent.
 - g. Parking: Each single-family residence will have a driveway that can accommodate a maximum of two (2) cars, as well as a two (2)-car garage. A minimum of four (4) parking spaces will be provided at the project amenity center.
 - h. Signage: Project residential signage will comply with applicable provisions of the Code.
 - i. Roads: Project roadways will be private. Such roads will be owned and maintained by a homeowners' association ("HOA") and may be gated, provided that sidewalks shall not be gated. Project roads will be a minimum of 20 feet in width, with minimum 10-foot-wide lanes.
 - j. Sidewalks: A five (5)-foot-wide sidewalk will be constructed on at least one (1) side of all streets, in the locations depicted on the Master Development Plan. Sidewalks within the Property will be owned and maintained by the HOA.

- k. Fencing/Screening. The Owner shall be permitted to erect fences within side and rear yards of lots within the Property and within community recreation facilities, provided such fences are not taller than six (6) feet.
- l. Upland buffers: An average 25-foot undisturbed upland buffer will be provided adjacent to contiguous wetlands if no bulkhead is provided. If lots are bulk-headed, reduced upland buffers will be provided, but such lots will be required to have 10-foot rear yard setbacks, pursuant to Subsection C.3.b hereof. Locations of bulkheads are depicted on the Master Development Plan, Exhibit "B".
- m. Stormwater: The Owner will provide a stormwater management system for the proposed development, in compliance with applicable City and St. Johns River Water Management District ("District") requirements.
- n. Lighting. Project lighting shall comply with applicable Code provisions. Full cutoff fixtures shall be used to meet "Dark Sky" objectives for all roadway, pedestrian, pathway and building lighting.
- o. Accessory Uses. Project accessory uses shall comply with applicable Code provisions.
- P. Temporary Uses. Project temporary uses shall comply with applicable Code provisions.
- q. Utilities: Project shall comply with applicable Code requirements. Project potable water lines will be interconnected with potable water lines that serve adjacent parcels.
- r. Landscaping: Project landscaping will comply with applicable provisions of Code Chapter 25, Article III, except that all planted trees will count toward satisfaction of any required mitigation, regardless of location on the project site, including required buffer yards.
- s. Tree Mitigation: Any project tree removal and replacement will comply with applicable provisions of Code Chapter 25, Article III, except that all planted trees will count toward satisfaction of any required mitigation, regardless of location on the project site, including required buffer yards. At present, the Owner does not intend to remove any significant trees but will relocate a number of such trees within the Property to retain them on-site. A tree significant relocation plan for the Property is attached as Exhibit "C" (the "Tree Relocation Plan"). Plant notes are contained on the Tree Relocation Plan. Prior to commencing development of lots within the Property, the Owner shall record restrictions against title to each lot prohibiting the removal of any trees within a lot without the prior written approval of the HOA and without replacement of any tree sought to be removed with a tree of equal credits per the Code.

- t. Conservation Overlay Zone Development: Chapter 11, Article II, Sections 11-26 through 11-30 of the Code set forth criteria for development within conservation overlay zones (“COZs”). Portions of the Property lie within COZs 1, 2 and 3, and development of the Property will comply with applicable provisions of Sections 11-26 through 11-30.

Code Section 11-29(a) allows permits for structures and uses located within COZ 1 to be issued only for such structures and uses which have received permits under provisions of applicable federal and state regulations and will be issued only for those structures and related uses such as fishing piers and catwalks, boardwalks, boat docks, boathouses, boat ramps, marinas and marine railways, as well as dredging and filling, which are determined to be to the benefit of the public as a whole and which are determined as having no significant negative impact on natural systems, by either individual or cumulative effect. Code Section 11-29(b) allows permits for structures and uses located within COZ 2 to be issued only for those structures and related uses which are determined as having no significant negative impact on adjacent natural systems by either individual or cumulative effect.

The Owner is proposing to construct a 50-slip community dock within the Property, in location are depicted on the Master Development Plan and on the Conservation Overlay Zone Plan attached as Exhibit “D”. The proposed facilities will be designed avoid damage to adjacent salt marshes and the vegetative communities contained therein, to eliminate any harm to the animal, fish or shellfish contained therein, to avoid blocking or disrupting vistas and scenic opportunities, and to enhance those vistas and scenic opportunities which are determined to benefit the public as a whole. The impervious area within COZ 2 will not exceed 25 percent without the area receiving treatment equivalent to the District water quality treatment provisions required when new development is proposed along an unaltered shoreline.

Rear or side lot drainage from grassed or altered areas of The Windward Shipyard PUD along an altered shoreline not directed to a water management system may be discharged to an adjacent water body/wetland; however, the area not treated must be compensated elsewhere in the system. This may be accomplished by providing additional water quality treatment in the system equivalent to that which will be discharged untreated. Water discharged shall be at non-erosive velocities. Rear or side lot drainage from grassed or altered areas of new development along an unaltered shoreline not directed to a water management system may be discharged to an adjacent water body/wetland through the 25-foot buffer (water discharged shall be at non-erosive velocities), with the following permitted activities: (1) pruning vegetation to retain or create a reasonable view. Ground cover and shrub vegetation to a height of 36 inches should be retained; (2) a maximum of 50 percent of the basal area of trees, and a maximum of 50 percent of the total number of saplings, may be removed for any purpose in a twenty-year period. A healthy, well-distributed strand of trees, saplings, shrubs and ground covers and their living, undamaged root systems

shall be left in place. Replacement planting with native, low maintenance vegetation is permitted to maintain the 50 percent level; (3) dead, diseased, unsafe or fallen trees may be removed; and (4) reasonably sized bridges, paths, walkways, gazebos, docks and decks, and accessways to such amenities are permitted across the buffer provided such activities have minimal impact to the wetlands and are scaled to preserve the integrity of the buffer (less than ten (10) percent of the buffer). Restoration plan(s) shall be developed to achieve the 50 percent criteria above for those sites already disturbed. If the altered shoreline is bulk-headed, softening of this hardened shoreline with riprap, environmentally engineered materials or other techniques to soften wave energies and promote vegetation is encouraged. Should a softening effort be employed, a reduction in the (25) – foot buffer may be permitted.

For the community dock and minimal lot bulkheading on the Master Development Plan and Conservation Overlay Zone Plan, the Owner provides the following information in response to Code Section 11-29(c) criteria (with Code criteria in BOLD below):

1. **Site specific conditions.**

See the Master Development Plan and Conservation Overlay Zone Plan for site development details.

2. **The site's relationship to adjacent properties, bodies of water and surrounding conservation zones.**

See the Master Development Plan and Conservation Overlay Zone Plan for site development details.

3. **Natural and proposed drainage patterns.**

The Property is bounded on the east and south by the San Sebastian River and connected marshlands. The Property's existing drainage patterns can be described as the perimeter coast line drains directly to the river and connecting marsh while the internal portions of the site drain to onsite wetlands and a manmade drainage ditch, which eventually drain to the San Sebastian River on the east and south sides of the Property.

The proposed drainage pattern for the site will have stormwater collected and conveyed from roadways and lots within an inlet and pipe network, toward one on-site wet detention ponds.

4. **Effect of point and nonpoint discharge in the marine environment.**

The point discharges will include the outfall control structure in the wet detention pond system described above, which is proposed to connect to the San Sebastian River. There will be minimal impacts to marine life as

these outfalls will discharge treated stormwater. Nonpoint discharges from rear yards will be minimized as the lots will be designed with Type "A" grading, forcing runoff to reach the stormwater collection system.

5. Proposed soil stabilization and erosion control methods.

Standard erosion control methods will include silt fencing around the perimeter of the developed areas, inlet protection during construction, hay bale barriers at the outfalls and floating turbidity barriers within the onsite ditch during road crossing construction. All disturbed areas will be seeded and mulched to establish vegetation to ensure minimal erosion after construction is complete.

6. Impact on floodplain.

Because the San Sebastian River is an open basin that has a direct connection to the Atlantic Ocean, the impacts to the floodplain will be minimal.

7. Impact of development on vegetative and animal communities.

Approximately 0.15 acres of proposed wetland impacts are for home sites (Figure 4). Locations of the proposed wetland impacts are shown on the wetland management plan enclosed with the environmental report by Carter Environmental Services, Inc. included with the application package. Those impacts either have been permitted by both the District and U.S. Army Corps of Engineers (the "Corps"). All hydrologic flow will be unimpeded and follow its natural course. Further, all other wetlands on-site will remain.

8. Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.

Because the PUD will include single-family homes and the community dock, which will not have fueling or other activities that permit the use of hazardous chemicals and materials, there is no potential for contaminated drainage, storage of pollutants or the use of poisonous chemicals or materials.

9. Effect of shade on vegetation and shellfish.

The community dock be at minimum five (5) feet above mean high water. Therefore, shading will be minimal. None of the wetland impacts proposed in upland areas of the project will have a shade effect on vegetation or shellfish. The Owner will leave 3.24 acres to remain adjacent to the San Sebastian River. The 0.15 acres of low-quality freshwater wetland impacts, not saltmarsh, will be mitigated by purchasing 0.12 mitigation bank credits.

10. **Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.**

The proposed development will honor the standard will have no effect on manatees, vegetation, shellfish or wildlife, nor will it cause shoreline erosion because it is located within upland areas of the site.

11. **Impact of development on shoreline by linear feet and percent of site.**

The existing shoreline will not be altered by the proposed development. The bulkheads will be mostly constructed within the uplands, except for the areas adjacent to the wetland impacts.

12. **Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.**

The Conservation Overlay Zone 1 Development includes the community dock. The community dock is depicted on Figures 4 thru 10C.

The proposed single-family homes will be located within Conservation Overlay Zones 2 and 3. The homes will be limited to 35 feet in height (two stories) so their impacts to vistas and scenic opportunities will be minimal. Existing tree canopies within COZ 1 and upland buffers will be left in place and new trees will be planted within lots, both of which will allow the proposed homes to blend into the area.

13. **Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.**

Native vegetation will be preserved in buffer areas within the Property, in the locations depicted on the Master Development Plan. Native plants will be used for landscape and open space purposes to the extent practicable. Proposed retention areas are depicted on the Master Development Plan.

14. **Impact of development on plant and animal habitat and potential loss in acres and percent of site.**

The Windward Shipyard project will cluster housing development within upland areas of the Property and will preserve marshlands and other wetlands associated with the San Sebastian River

15. **Impact of development on water quality. Water quality objectives will be presumed to have been met if runoff water is routed to a**

surface water management system permitted by the St. Johns River Water Management District or to a treatment facility that is equivalent to the water quality treatment criteria (water retention/detention) of the water management district. (An engineer or landscape architect licensed in the State of Florida is required to certify that the treatment facility is equivalent to the district's criteria.)

Stormwater runoff from the Property will be routed to a surface water management system permitted by the St. Johns River Water Management District.

16. Impact of development on shellfish and on commercial and sport fish and waterfowl.

The project will have no impact on shellfish or on commercial or sport fish or waterfowl because all stormwater runoff from the Property will be routed to a District-permitted surface water management system. The proposed homes will be located on upland areas of the site.

17. Specific conditions applicable to docks. In addition to the considerations listed in subsections (1) through (16) herein, no boathouse, roofed structure or wall shall be constructed on any dock. This section shall not prohibit the use of bumpers or similar structures built at or near the water line and below deck elevation to protect the dock from damage caused by moored vessels. The deck of any private boat dock shall not exceed six (6) feet in height above mean high water. Boatlifts mounted on docks, or constructed on or adjacent to a dock, shall be limited to a capacity of twelve thousand (12,000) pounds or less. All boatlifts shall be low profile boatlifts or no profile boatlifts, and no boats in excess of thirty-two (32) feet in length shall be allowed on a boatlift. In addition, the maximum height, excluding masts, antennas and other non-occupiable features, of a boat suspended in a boatlift shall not exceed six (6) feet above the gunwale (gunnel); whereby, the gunwale (gunnel) is defined as the upper edge of the side of the ship or boat. A low profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall exceed three (3) feet above the deck. A no profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall protrude above the deck.

Project will comply.

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

The PUD complies with Code Section 28-286 by:

- a. Promoting more efficient and economic use of land by clustering development within upland areas and preserving marshland and other wetland associated with the San Sebastian River.
- b. Encouraging a more compatible and harmonious development of contiguous lands by using natural buffers to ensure compatibility.
- c. Providing flexibility to meet changing needs, technologies, economics and consumer preferences in the Master Development Plan and this text.
- d. Providing a process to assess a development's impact on the proposed site, the surrounding neighborhoods or areas, and the city as a whole.
- e. Demonstrating the coordinating of architectural styles, building forms, and building relationships within a planned development, as well as, the planned development's relationship with the existing and preferred architectural context surrounding the project.
- f. Providing an environment of consistent character compatible with the surrounding areas.
- g. Permitting specific limitations and requirements in excess of those included in other zoning districts, based on the unique characteristics of the individual site, where necessary to the public health, safety or welfare, or for the protection or preservation of lands, neighborhoods or areas of the city deemed unique or historic based on the proposed location of the planned development.

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

Permitted uses within the Property are set forth in Section C.3 hereof. Locations of the proposed uses are depicted on the Master Development Plan, **Exhibit "B"**. Proposed uses are consistent with the Residential Low Density future land use designation for the Property.

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

Benefits to the community from the Project include:

- a. Preserving marshland and other wetland associated with the San Sebastian River.
- b. Providing interconnection of potable water lines with adjacent parcels.
- c. Providing a project that compliments and incorporates the existing mixed-use Shipyards project to the north.

- d. Annexing the Property into the City limits, thus increasing the City's tax base and number of jobs available in the municipal boundaries.
- e. Providing pedestrian interconnectivity within the Shipyards project and with parcels to the north, along the west side of the San Sebastian River.

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

The Project will be developed in two (2), five (5)-year phases. Phase 1 shall commence within three (3) years of the City Commission's adoption of this PUD ordinance and shall be completed within five (5) years of commencement. Phase 2 shall commence no later than the completion of Phase 1 and shall be completed within five (5) years of commencement. For purposes of this PUD, "commencement" shall be defined as the City's approval of horizontal construction plans, and "completion" shall be defined as the City's approval of as-builts for horizontal improvements.

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

The Owner will create a homeowners' association ("HOA") that will be legally responsible for owning, operating and maintaining common areas within the Property, including but not limited to roads, sidewalks, parks, the community dock and other amenities.

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

This PUD shall terminate ten (10) years from its adoption by the City Commission unless otherwise extended or amended pursuant to the Code.

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

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

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

A public facility impact analysis and a traffic impact analysis that outline the project's potential impacts on transportation networks, circulation patterns and infrastructure were included with this application.

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

See Section E hereof.

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

1. **Density of development.** The project will include a maximum of 55 single-family units on approximately 13.7 developable acres, yielding a net density of 4.01 units per acre on the Property.

2. **Open space.** Development will be clustered within upland areas of the Property.

3. **Waiver of yard, dwelling unit, frontage criteria and use restriction.** See Section C.3 hereof for these criteria and waivers from such requirements. Those waivers are detailed in Subsections C.3.r (Landscaping) and s (Tree Mitigation).

4. **Management and maintenance of open space areas.** All common property within the Property will be owned, operated and maintained by an HOA and will be available for use by residents within the Property. The HOA will have a declaration of restrictive covenants that governs use of common areas within the Property. The HOA board of directors will be responsible for enforcing the declaration. The HOA will own and maintain all roads and sidewalks within the Property. Access to homes will be over these privately owned streets. The HOA will have rules and regulations governing fencing, landscaping and other aesthetic issues in order to enhance the community and the privacy of its occupants, screening of objectionable views or uses and reduction of noise.

5. **Community facilities.**

a. **All utility facilities proposed for dedication to St. Augustine must be acceptable by the city as to the size, shape and location, and shown by the applicant to be of benefit to the general public.**

The project will dedicate all on-site utilities to the City, in compliance with applicable Code requirements.

b. **All requirements for off-street parking and loading shall apply to the PUD unless otherwise waived or modified.**

See Section C.3 for parking standards.

c. **Access and circulation shall adequately provide for firefighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal.**

The project will provide adequate access and circulation for emergency and other access, including access for large vehicles.

d. **Provide for underground installation of utilities, including telephone, power and cable television in both public and private rights-of-way. Provisions shall be made for acceptable design and construction of storm sewer facilities, including grading, gutters, piping and treatment of turf to handle stormwater and prevent erosion and formation of dust.**

The project will provide for underground utilities to the extent practicable.

e. **Specifications for street design, publicly used driving and access aisles, sidewalks and pedestrian walkways, including those providing interconnectivity between phases of the PUD or between the PUD and adjacent properties, shall conform to the rules and regulations adopted by the City of St. Augustine.**

See Section C.3 for street and sidewalk design criteria. The Master Development Plan shows interconnectivity with adjacent lands. Because the Property is surrounded on two sides by marshland, it is difficult to connect to adjacent lands other than via Arapaho Avenue.

f. ***General development patterns.* Residential subdivisions and mixed-use subdivisions shall provide a master tree plan, a master stormwater plan, an overall signage plan, any applicable overall design standards, descriptions of interconnectivity between areas within the PUD and connections to areas outside of the PUD proper, and general descriptions of how the PUD will create a sense of place.**

See the Master Development Plan, Exhibit "B", the Tree Relocation Plan, Exhibit "C", and this text for the development standards for the Property.

E. **Ownership Agreement.**

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

Windward Shipyard Land Holdings, LLC,
a Florida limited liability company

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

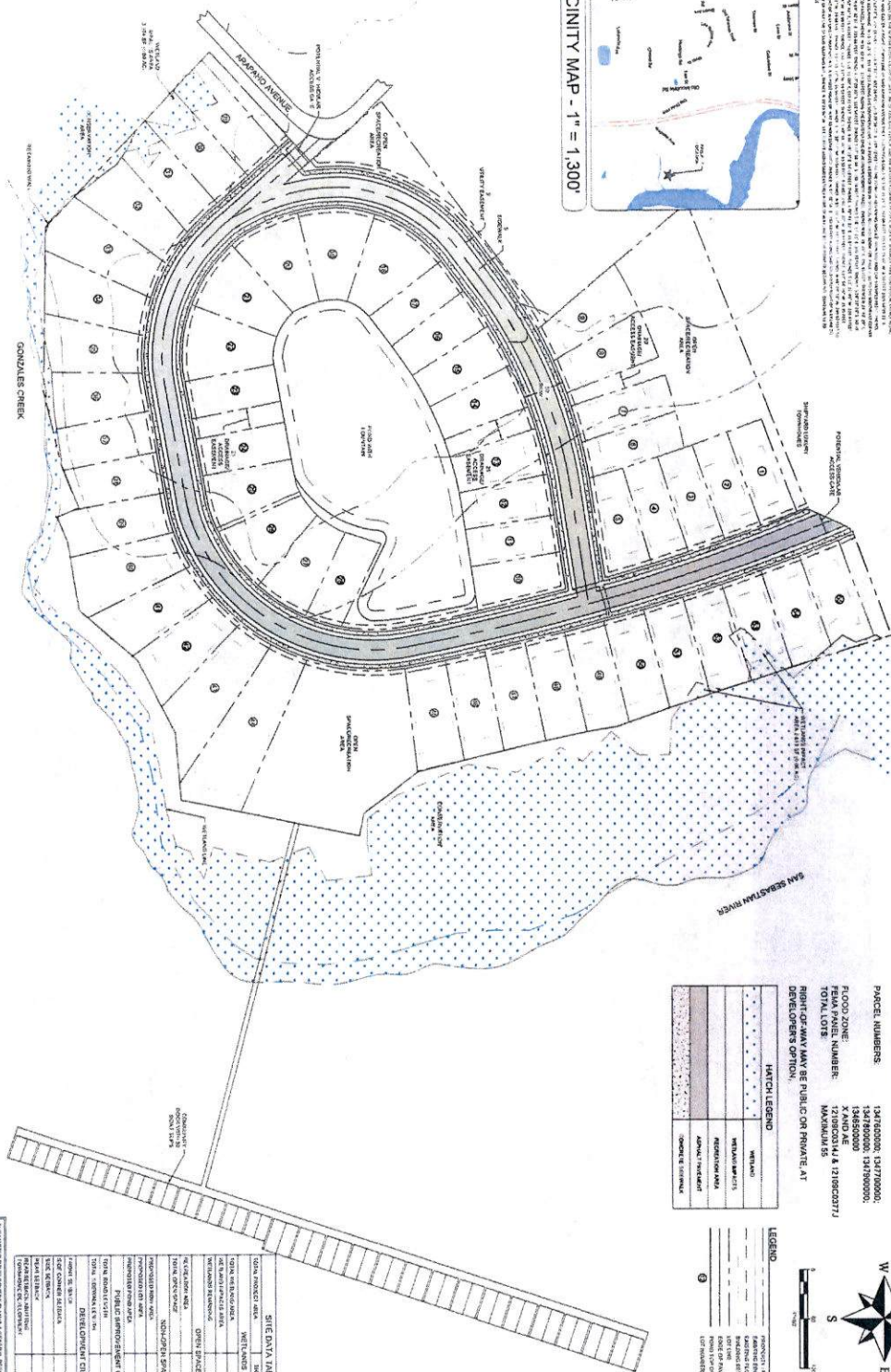
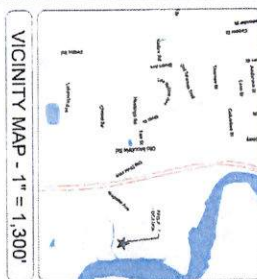
Exhibit "A"

Legal Description of the Property

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 19 & 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 6 CALLS (1) S 68°21'25" E, 122.04 FEET; (2) S 53°15'10" W, 8.50 FEET; (3) S 68°29'21" E, 403.09 FEET; (4) S 26°52'43" E, 205.14 FEET; (5) S 26°47'43" E, 692.28 FEET; (6) S 39°56'09" E, 249.22 FEET TO THE POINT OF BEGINNING AND A 58" IRON ROD AND CAP STAMPED #8177; THENCE FROM SAID POINT OF BEGINNING ; N 53°03'29" E , 333.34 FEET ALONG THE SOUTHERLY LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 779, PAGE 1160 TO THE SOUTHEAST CORNER OF AFOREMENTIONED PARCEL; THENCE N 39°32'35" W , 223.30 FEET ALONG THE EASTERLY LINE OF AFOREMENTIONED PARCEL; THENCE N 68° 19' 25" E, 396.45 FEET; THENCE N 24° 47' 29" E, 57.06 FEET; THENCE N 69° 42'32" E, 135.86 FEET; THENCE S 17° 09'35" E, 111.54 FEET; THENCE S 17° 38' 44" E, 131.74 FEET; THENCE S 18° 57' 11" E, 105.33 FEET; THENCE S 10° 12' 29" E, 40.03 FEET; THENCE S 11° 52' 43" E, 51.41 FEET; THENCE S 13° 02' 00" E, 157.41 FEET; THENCE S 36° 59' 22" E, 84.02 FEET; THENCE S 78° 42' 32" E, 26.87 FEET; THENCE S 11° 22' 05" W, 220.85 FEET; THENCE S 84° 46' 38" W, 81.60 FEET; THENCE S 62° 22' 13" W, 98.51 FEET; THENCE S 40° 49' 36" W, 93.52 FEET; THENCE S 80° 44' 20" W, 81.97 FEET; THENCE S 67° 54' 06" W, 33.95 FEET; THENCE N 22° 17' 02" W, 28.06 FEET; THENCE S 67° 53' 27" W, 55.55 FEET; THENCE S 76° 38' 57" W, 90.94 FEET; THENCE N 89° 10' 17" W, 197.97 FEET; THENCE N 46° 09' 33" W, 289.62 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ARAPAHO AVE. A 40 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE N 47° 28' 56" E , 180.64 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVE.; THENCE N 39°39'06" W , 111.75 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING. CONTAINS 13.70 ACRES MORE OR LESS.

Exhibit “B”

Master Development Plan



DEVELOPMENT INFORMATION:

PARCEL NUMBERS:	1347620000, 1347700000, 1347800000, 1347900000, 1348500000
FLOOD ZONE:	X AND AE
FEPA PLOT NUMBER:	12109C0314 & 12109C0377
TOTAL LOTS:	MAXIMUM 55

RIGHT-OF-WAY MAY BE PUBLIC OR PRIVATE, AT DEVELOPER'S OPTION.

HATCH LEGEND	
	WETLAND
	WETLAND ADJACENTS
	REGULATORY AREA
	ADJACENT WETLAND
	CONCRETE STRUCTURE

PROCE-211. Model of value
 creating from participating
 customer relationships
 BUILDING BLOCKS
 LOG TIME
 ROAD OF PARTIAL
 POINT 1500 or more
 LOG INCREASING

[illegible]

to be used in accordance with a detailed instruction for the use of the product. The use of the product is not intended for the purpose of the prevention of the spread of the disease. The use of the product is not intended for the purpose of the prevention of the spread of the disease. The use of the product is not intended for the purpose of the prevention of the spread of the disease.

DRAWING BY: CDM		REVISIONS	
DESIGN BY: CDM	DATE	DATE	DESCRIPTION
CHECKED BY: JWC	DATE	DATE	
DATE: 03/16/27	DATE	DATE	
PROJECT: 16	DATE	DATE	



MAVERICK ENGINEERING
10 WILLOW WINDS PARKWAY
ST. JOHNS, FLORIDA 32259
(904) 655-6687



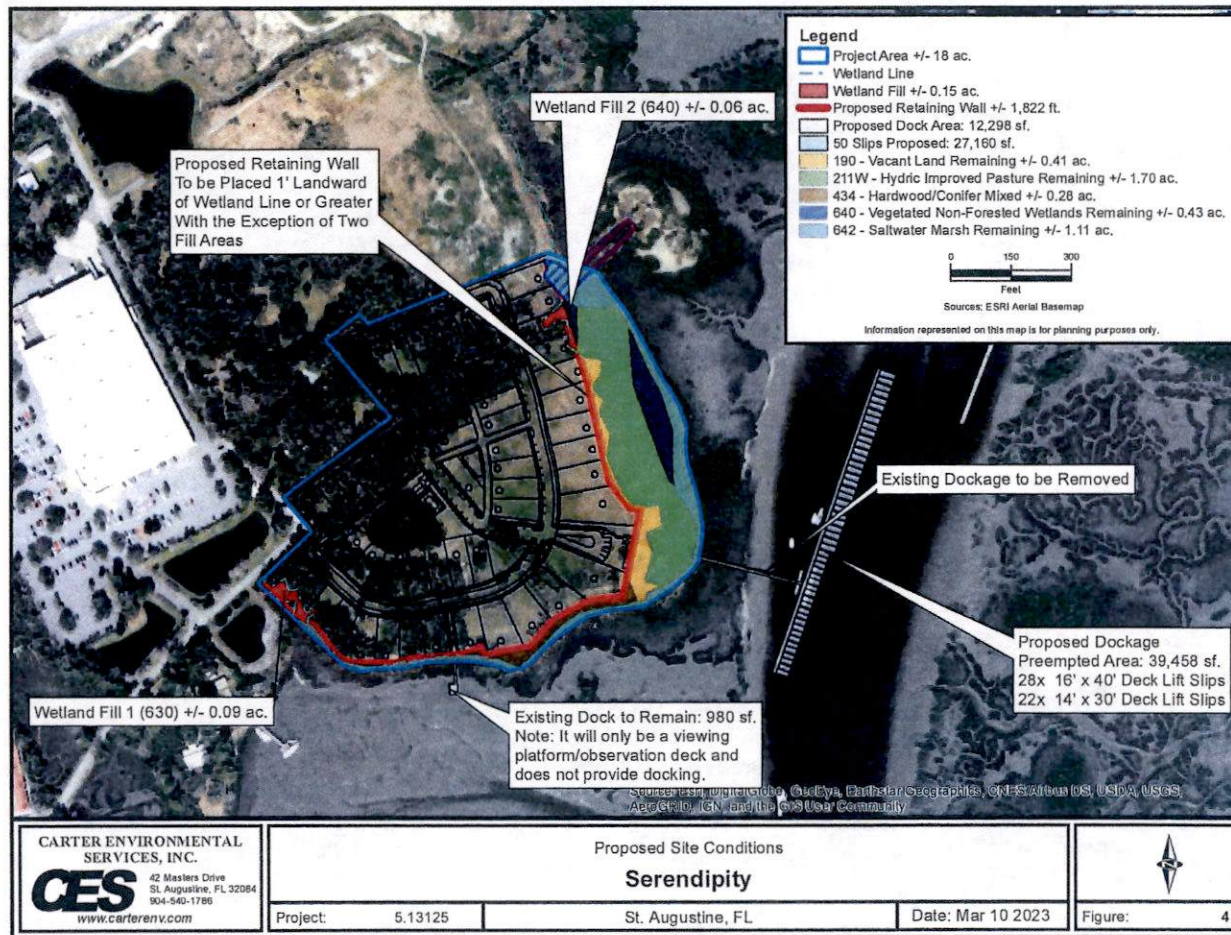
Exhibit "C"

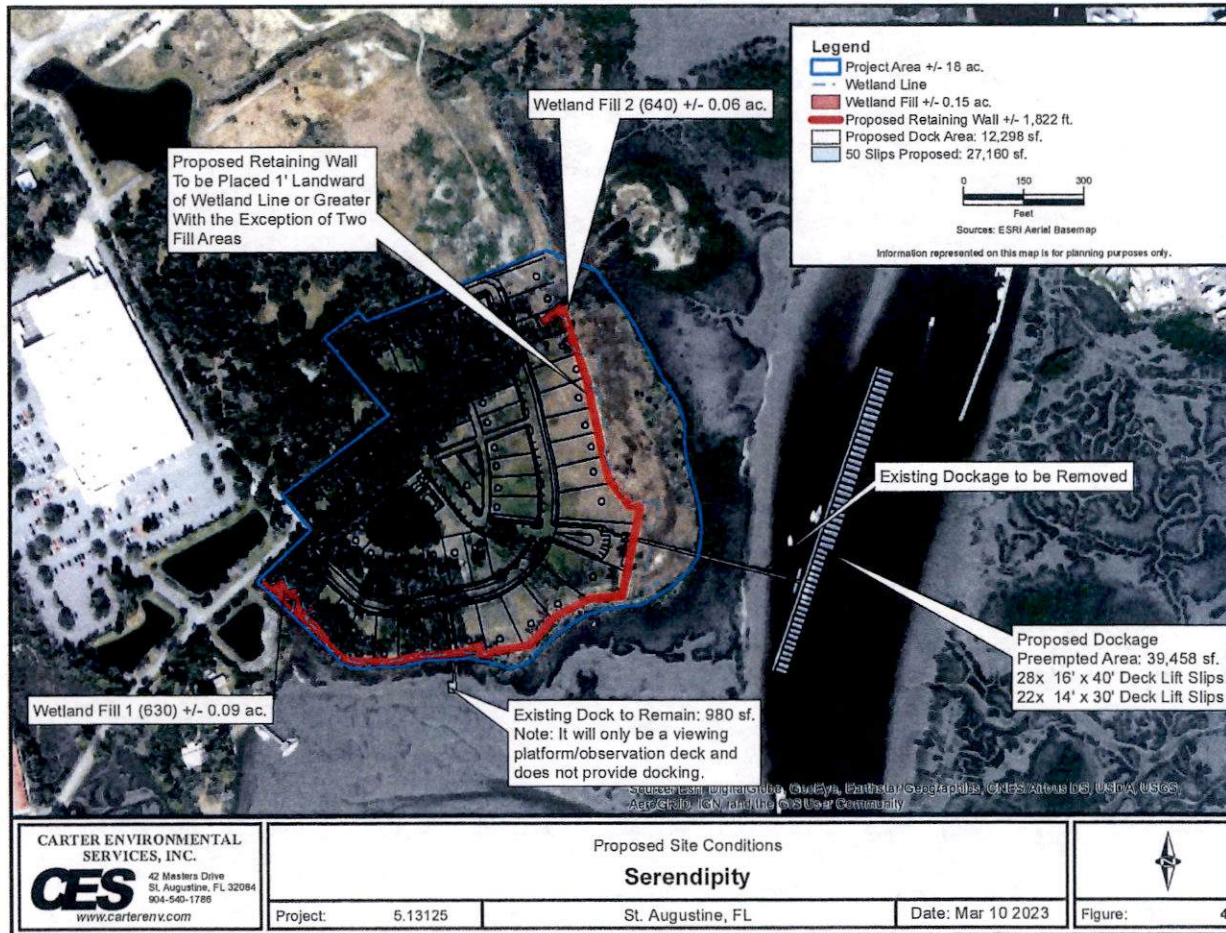
Tree Relocation Plan



Exhibit "D"

Conservation Overlay Zone Plan





Windward Shipyard Planned Unit Development

City of St. Augustine, Florida

February 2, 2023
Revised March 1, 2023
Revised April 5, 2023

Team Roster

Owner/Applicant: **Windward Shipyard Land Holdings, LLC**
Stefan Johansson, Chris Simon, Karl Masters
404 Riberia Street
St. Augustine, Florida 32084
(904) 824-4394

Civil Engineering: **Maverick Engineering**
Jeremy Calloway
10 Willow Winds Parkway
St. Johns, Florida 32259
(904) 655-6687

Landscape Architect: **Marquis Latimer +Halback, Inc.**
Jeremy Marquis, Fremont Latimer, Elijah George
34 Cordova Street, Suite A
St. Augustine, Florida 32084
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Environmental: **Carter Environmental Services, Inc.**
Ryan Carter
42 Masters Drive
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(904) 540-1786

Legal: **Rogers Towers, P.A.**
Ellen Avery-Smith, Esq.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086
(904) 825-1615

Exhibit List:

Exhibit "A" – Legal Description of the Property
Exhibit "B" – Master Development Plan
Exhibit "C" – Tree Relocation Plan
Exhibit "D" – Conservation Overlay Zone Plan

WINDWARD SHIPYARD PLANNED UNIT DEVELOPMENT TEXT

A. Purpose and Intent.

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

This Windward Shipyard PUD text creates site-specific regulations to address development and topographic conditions, historic or architectural features, and transitioning land uses. The PUD, including all exhibits hereto, complies with all applicable provisions of City Code Chapter 28.

B. Site Information.

1. Location

The property subject to this PUD ordinance is located west of the San Sebastian River, north of State Road 312 and east of U.S. Highway 1 in the City of St. Augustine. The property has St. Johns County Parcel Identification Nos. 134760-0000, 134770-0000, 134780-0000, 134790-0000 and 134650-0000 (collectively, the “Property”). A legal description of the Property is attached as Exhibit “A”.

2. Owner, Developer and Agent

The owner of the Property is Windward Shipyard Land Holdings, LLC (the “Owner”). The agent for the Owner and Developer is Ellen Avery-Smith, Esq., Rogers Towers, P.A. (the “Agent”). Addresses for the Owner and Agent are in the Team Roster on page 2.

3. Existing approvals A majority of the Property is located in unincorporated St. Johns County. The Property has a Future Land Use Map designation of Mixed Use District (County) and a zoning of Open Rural (County). The Owner has filed applications to annex the Property into the City of St. Augustine and to change the Future Land Use Map (“FLUM”) designation to Residential Low Density (“RLD”) in the City. The legal description of the Property is attached as Exhibit “A” (the “Property”). The Owner owns other parcels immediately north of the Property that are located in the City limits and commonly known as the St. Augustine Shipyard.

4. Summary of Proposed Development

The Owner is proposing to construct a maximum of 55 single-family units, a community dock with 50 boat slips and recreational amenities related to the single-family homes within the Property (the “**Project**”). A master development plan depicting the locations of the proposed uses within the Property is attached as Exhibit “B” (the “**Master Development Plan**”).

The Property includes approximately 13.5 acres of uplands and 0.19 acres of wetland. The Owner is proposing to impact approximately 0.15 acres of on-site wetlands in order to construct roadway crossings, ponds and homes. All other on-site wetlands will be preserved.

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

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

The Property is located in unincorporated St. Johns County and has a FLUM designation of Mixed Use District (County) and a zoning of Open Rural (County). The Owner is proposing to annex the Property into the City’s boundaries and give the site a FLUM designation of Residential Low Density in the City.

City Comprehensive Plan Future Land Use Element (“**FLUE**”) Policy 6.4.3 states that the Residential Low Density FLUM category is intended to apply to those neighborhoods designated for single-family dwellings and single-family type uses, as well as those uses compatible with low-density single-family uses such as churches, child care centers, public and institutional uses, including school consistent with the Public Schools Facilities Element, recreation and Open Land (Conservation) as appropriate to create and maintain a stable, low-intensity residential character. Single-family density is a maximum of eight (8) units per acre.

Future Land Use Element Goal 1 encourages the preservation and protection of the City’s natural resources by establishing a pattern of development that is harmonious with the City’s natural environment. The proposed PUD meets these requirements by preserving all marshland within the Property, retaining natural hydrologic connections managing all stormwater on-site. The Project will meet the requirements of FLUE Policies 1.1.8 and 1.1.9 by encouraging street, pedestrian and open space designs the discourage cut-through traffic and provide for safe, convenient and well-designed traffic circulation on the Property and through the adjacent Shipyards site.

FLUE Policies 2.1.2, 2.1.3, 2.1.4 and 2.3.4 require new development to provide necessary services and facilities or to pay a fair share of costs of providing such facilities, including extension of water, sanitary sewer and drainage systems to serve projects. The PUD will comply with those requirements by paying for connection to the City’s existing water and sewer systems and dedicating such water and sewer improvements to the City, as well as providing drainage on-site. Internal streets constructed by the Owner will be connected to public streets owned by the City, St. Johns County and the Florida Department of Transportation (“**FDOT**”).

FLUE Objectives 5.1 and 5.2 and their applicable policies encourage infill, mixed-use development of the type being proposed for the Property and adjacent land owned by the Owner in the Shipyards project. The combined projects provide orderly, compact development and the provision of public facilities and services that minimize costs and environmental impact and maximize efficiency. The Project and Shipyards will provide a pedestrian friendly street design and an interconnected street network, which will reduce greenhouse gas emissions.

FLUE Goal 8 and its policies focus on preserving the City's sense of place by balancing small-town urban character with economic activity and encouraging compatible infill development. The PUD provides these by providing residences adjacent to the mixed-use Shipyards project and other businesses in the surrounding area. The Project's proximity to places of employment, restaurants, shops and other commercial and office centers makes it a true walkable and bicycle-friendly community. The PUD has been designed to preserve the City's historic skyline and recognize eventual sea level rise.

Recreation and Open Space Element Overall Goal and applicable policies require certain residential developments to provide parks and recreational facilities, based on the number of proposed units. The Project will provide neighborhood parks for its residents and will be interconnected with the Shipyards via sidewalks and paths.

The Conservation and Coastal Management Element Overall Goal is to protect and conserve natural areas, environmentally sensitive areas, natural vegetative communities, wildlife habitats, marine resources, federal and state listed species, and other renewable and non-renewable natural resources. Approximately 3.24 acres of wetlands will remain in the Project. The Owner will impact approximately 0.15 acres of low-quality wetlands within the Property area in order to construct.

The Coastal Management Goal requires the City to maintain three (3) Conservation Overlay Zones ("COZs"). Conservation Overlay Zone 1 allows passive recreation, wildlife preservation and conservation areas, green space, and fishing piers and other water dependent uses, including boat ramps and marinas. Conservation Overlay Zone 2 allows for all of the uses within Zone 1, as well as specialized, scenic or linear parks and boardwalks, off-street parking areas; and residential development, provided that they are (1) located so as to minimize impacts to Conservation Overlay Zone 1 vistas and scenic areas, and (2) densities are limited to those defined by the underlying Future Land Use Category. Conservation Overlay Zone 3 allows a variety of land uses and development subject to performance standard requirements governed by the City's Comprehensive Plan, including the underlying FLUM category, and the City's land development regulations. The PUD will comply with all applicable COZ requirements enumerated in the Coastal Management Goal, as set forth more fully in Subsection C.3.p hereof.

The Infrastructure Element requires the provision of sanitary sewer, potable water and solid waste services to support intended development. The Project will connect to the City's existing sanitary sewer and potable water systems, including potable water system interconnection with adjacent parcels, at the expense of the Owner (in compliance with applicable requirements of the Capital Improvement Element). The Project will use water-wise landscaping where practicable. The project will also utilize City solid waste services. The

Stormwater Management Sub-Element requires developments to provide their own stormwater management systems. The PUD will comply with this requirement.

The Overall Goal of the Transportation and Mobility Element encourages accessible, energy efficient, sustainable and economically viable transportation options that meet the needs of residents, employees, employees and visitors. The Project meets applicable objectives and policies by providing interconnected streets and sidewalks so that residents and other City residents can drive, walk or bicycle to nearby places of employment, restaurants, shopping destinations and other places.

The Overall Goal of the Housing Element is to provide an adequate inventory of housing in stable neighborhoods. Goal 1 encourages quality housing through new construction, and requires the City to assist the private sector in providing adequate housing to meet current and future needs.

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

Not applicable.

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

The Owner desires to rezone the Property to PUD in order to provide more flexible site development standards, which will allow them to preserve on-site marshlands and wetlands associated with the San Sebastian River. The following development standards shall apply to the Property:

- a. Allowable uses: Allowable uses within the Property shall be:
 - (i) A maximum of 55 single-family residential units.
 - (ii) A 50-slip community dock related to the residential units.
 - (iii) Recreational and other amenities to serve the residential development.

The locations of the proposed homes, community dock and amenities are depicted on the Master Development Plan, **Exhibit "B"**. The Owner, its successors and assigns, shall be permitted to make minor adjustments to the Master Development Plan based on applicable local, state and federal governmental agency review related to site permitting, engineering and construction plans. Staff shall review and approve any such revisions to the Master Development Plan, without the need for additional public hearings.

- b. Setbacks: The minimum building setbacks are as follows:

1. Front Yard: 20 feet; Corner Yard: 10 feet; Rear Yard: 10 feet; Side Yard: Five (5) feet
 2. The front yard setback shall be measured from the front lot line of each lot (not including portions of any lot that may be located within a road or common area tract). Setbacks shall be measured from the outer foundation wall of each structure 30 inches above grade. Eaves shall be permitted to project into yard setbacks, not more than 24 inches. Patios shall be permitted to extend into rear yard setbacks if not covered or screened. This method of measuring side setbacks is a waiver from the Code.
 3. ~~Front of primary structure (home) in each lot shall be offset from the front of adjacent lot's primary structure a minimum of five (5) feet to allow for variation in the streetscape.~~
 4. The project amenity center and its associated parking lot will be located a minimum of 10 feet from all parcel boundaries.
- b. Maximum building height: Single-family residences shall not exceed 35 feet in height. In addition to this building height, an additional five (5) feet shall be permitted for architectural features and mechanical equipment, pursuant to Code Section 28-332.
 - d. Minimum lot size: 4,800 square feet.
 - e. Minimum lot width: 40 feet.
 - f. Maximum lot coverage by all buildings and structures: 50 percent.
 - g. Parking: Each single-family residence will have a driveway that can accommodate a maximum of two (2) cars, as well as a two (2)-car garage. A minimum of four (4) parking spaces will be provided at the project amenity center.
 - h. Signage: Project residential signage will comply with applicable provisions of the Code.
 - i. Roads: Project roadways will be private. Such roads will be owned and maintained by a homeowners' association ("HOA") and may be gated, provided that sidewalks shall not be gated. Project roads will be a minimum of 20 feet in width, with minimum 10-foot-wide lanes.
 - j. Sidewalks: A five (5)-foot-wide sidewalk will be constructed on ~~at least one (1)~~ sideboth sides of all streets, in the locations depicted on the Master Development Plan. Sidewalks within the Property will be owned and maintained by the HOA.

- k. Fencing/Screening. The Owner shall be permitted to erect fences within side and rear yards of lots within the Property and within community recreation facilities, provided such fences are not taller than six (6) feet.
- l. Upland buffers: An average 25-foot undisturbed upland buffer will be provided adjacent to contiguous wetlands if no bulkhead is provided. If lots are bulkheaded, reduced upland buffers will be provided, but such lots will be required to have 10-foot rear yard setbacks, pursuant to Subsection C.3.b hereof. Locations of bulkheads are depicted on the Master Development Plan, Exhibit "B".
- m. Stormwater: The Owner will provide a stormwater management system for the proposed development, in compliance with applicable City and St. Johns River Water Management District ("District") requirements.
- n. Lighting. Project lighting shall comply with applicable Code provisions. Full cutoff fixtures shall be used to meet "Dark Sky" objectives for all roadway, pedestrian, pathway and building lighting.
- o. Accessory Uses. Project accessory uses shall comply with applicable Code provisions.
- P. Temporary Uses. Project temporary uses shall comply with applicable Code provisions.
- q. Utilities: Project shall comply with applicable Code requirements. Project potable water lines will be interconnected with potable water lines that serve adjacent parcels.
- r. Landscaping: Project landscaping will comply with applicable provisions of Code Chapter 25, Article III, except that all planted trees will count toward satisfaction of any required mitigation, regardless of location on the project site, including required buffer yards.
- s. Tree Mitigation: Any project tree removal and replacement will comply with applicable provisions of Code Chapter 25, Article III, except that all planted trees will count toward satisfaction of any required mitigation, regardless of location on the project site, including required buffer yards. At present, the Owner does not intend to remove any significant trees but will relocate a number of such trees within the Property to retain them on-site. A tree significant relocation plan for the Property is attached as Exhibit "C" (the "**Tree Relocation Plan**"). Plant notes are contained on the Tree Relocation Plan. Prior to commencing development of lots within the Property, the Owner shall record restrictions against title to each lot prohibiting the removal of any trees within a lot without the prior written approval of the HOA and without replacement of any tree sought to be removed with a tree of equal credits per the Code.

- t. Conservation Overlay Zone Development: Chapter 11, Article II, Sections 11-26 through 11-30 of the Code set forth criteria for development within conservation overlay zones (“COZs”). Portions of the Property lie within COZs 1, 2 and 3, and development of the Property will comply with applicable provisions of Sections 11-26 through 11-30.

Code Section 11-29(a) allows permits for structures and uses located within COZ 1 to be issued only for such structures and uses which have received permits under provisions of applicable federal and state regulations and will be issued only for those structures and related uses such as fishing piers and catwalks, boardwalks, boat docks, boathouses, boat ramps, marinas and marine railways, as well as dredging and filling, which are determined to be to the benefit of the public as a whole and which are determined as having no significant negative impact on natural systems, by either individual or cumulative effect. Code Section 11-29(b) allows permits for structures and uses located within COZ 2 to be issued only for those structures and related uses which are determined as having no significant negative impact on adjacent natural systems by either individual or cumulative effect.

The Owner is proposing to construct a 50-slip community dock within the Property, in location are depicted on the Master Development Plan and on the Conservation Overlay Zone Plan attached as Exhibit “D”. The proposed facilities will be designed avoid damage to adjacent salt marshes and the vegetative communities contained therein, to eliminate any harm to the animal, fish or shellfish contained therein, to avoid blocking or disrupting vistas and scenic opportunities, and to enhance those vistas and scenic opportunities which are determined to benefit the public as a whole. The impervious area within COZ 2 will not exceed 25 percent without the area receiving treatment equivalent to the District water quality treatment provisions required when new development is proposed along an unaltered shoreline.

Rear or side lot drainage from grassed or altered areas of The Windward Shipyard PUD along an altered shoreline not directed to a water management system may be discharged to an adjacent water body/wetland; however, the area not treated must be compensated elsewhere in the system. This may be accomplished by providing additional water quality treatment in the system equivalent to that which will be discharged untreated. Water discharged shall be at non-erosive velocities. Rear or side lot drainage from grassed or altered areas of new development along an unaltered shoreline not directed to a water management system may be discharged to an adjacent water body/wetland through the 25-foot buffer (water discharged shall be at non-erosive velocities), with the following permitted activities: (1) pruning vegetation to retain or create a reasonable view. Ground cover and shrub vegetation to a height of 36 inches should be retained; (2) a maximum of 50 percent of the basal area of trees, and a maximum of 50 percent of the total number of saplings, may be removed for any purpose in a twenty-year period. A healthy, well-distributed strand of trees, saplings, shrubs and ground covers and their living, undamaged root systems

shall be left in place. Replacement planting with native, low maintenance vegetation is permitted to maintain the 50 percent level; (3) dead, diseased, unsafe or fallen trees may be removed; and (4) reasonably sized bridges, paths, walkways, gazebos, docks and decks, and accessways to such amenities are permitted across the buffer provided such activities have minimal impact to the wetlands and are scaled to preserve the integrity of the buffer (less than ten (10) percent of the buffer). Restoration plan(s) shall be developed to achieve the 50 percent criteria above for those sites already disturbed. If the altered shoreline is bulk-headed, softening of this hardened shoreline with riprap, environmentally engineered materials or other techniques to soften wave energies and promote vegetation is encouraged. Should a softening effort be employed, a reduction in the (25) – foot buffer may be permitted.

For the community dock and minimal lot bulkheading on the Master Development Plan and Conservation Overlay Zone Plan, the Owner provides the following information in response to Code Section 11-29(c) criteria (with Code criteria in BOLD below):

1. **Site specific conditions.**

See the Master Development Plan and Conservation Overlay Zone Plan for site development details.

2. **The site's relationship to adjacent properties, bodies of water and surrounding conservation zones.**

See the Master Development Plan and Conservation Overlay Zone Plan for site development details.

3. **Natural and proposed drainage patterns.**

The Property is bounded on the east and south by the San Sebastian River and connected marshlands. The Property's existing drainage patterns can be described as the perimeter coast line drains directly to the river and connecting marsh while the internal portions of the site drain to onsite wetlands and a manmade drainage ditch, which eventually drain to the San Sebastian River on the east and south sides of the Property.

The proposed drainage pattern for the site will have stormwater collected and conveyed from roadways and lots within an inlet and pipe network, toward one on-site wet detention ponds.

4. **Effect of point and nonpoint discharge in the marine environment.**

The point discharges will include the outfall control structure in the wet detention pond system described above, which is proposed to connect to the San Sebastian River. There will be minimal impacts to marine life as

these outfalls will discharge treated stormwater. Nonpoint discharges from rear yards will be minimized as the lots will be designed with Type "A" grading, forcing runoff to reach the stormwater collection system.

5. Proposed soil stabilization and erosion control methods.

Standard erosion control methods will include silt fencing around the perimeter of the developed areas, inlet protection during construction, hay bale barriers at the outfalls and floating turbidity barriers within the onsite ditch during road crossing construction. All disturbed areas will be seeded and mulched to establish vegetation to ensure minimal erosion after construction is complete.

6. Impact on floodplain.

Because the San Sebastian River is an open basin that has a direct connection to the Atlantic Ocean, the impacts to the floodplain will be minimal.

7. Impact of development on vegetative and animal communities.

Approximately 0.15 acres of proposed wetland impacts are for home sites (Figure 4). Locations of the proposed wetland impacts are shown on the wetland management plan enclosed with the environmental report by Carter Environmental Services, Inc. included with the application package. Those impacts either have been permitted by both the District and U.S. Army Corps of Engineers (the "Corps"). All hydrologic flow will be unimpeded and follow its natural course. Further, all other wetlands on-site will remain.

8. Potential for contaminated drainage, storage of pollutants and the use of poisonous chemicals and materials.

Because the PUD will include single-family homes and the community dock, which will not have fueling or other activities that permit the use of hazardous chemicals and materials, there is no potential for contaminated drainage, storage of pollutants or the use of poisonous chemicals or materials.

9. Effect of shade on vegetation and shellfish.

The community dock be at minimum five (5) feet above mean high water. Therefore, shading will be minimal. None of the wetland impacts proposed in upland areas of the project will have a shade effect on vegetation or shellfish. The Owner will leave 3.24 acres to remain adjacent to the San Sebastian River. The 0.15 acres of low-quality freshwater wetland impacts, not saltmarsh, will be mitigated by purchasing 0.12 mitigation bank credits.

10. **Effect of boat wake and boat traffic on manatees, vegetation, shellfish and wildlife, as well as shoreline erosion.**

The proposed development will honor the standard will have no effect on manatees, vegetation, shellfish or wildlife, nor will it cause shoreline erosion because it is located within upland areas of the site.

11. **Impact of development on shoreline by linear feet and percent of site.**

The existing shoreline will not be altered by the proposed development. The bulkheads will be mostly constructed within the uplands, except for the areas adjacent to the wetland impacts.

12. **Impact of development on vistas and scenic opportunities by linear feet, height, mass and percent of site.**

The Conservation Overlay Zone 1 Development includes the community dock. The community dock is depicted on Figures 4 thru 10C.

The proposed single-family homes will be located within Conservation Overlay Zones 2 and 3. The homes will be limited to 35 feet in height (two stories) so their impacts to vistas and scenic opportunities will be minimal. Existing tree canopies within COZ 1 and upland buffers will be left in place and new trees will be planted within lots, both of which will allow the proposed homes to blend into the area.

13. **Existing amounts of native plants and proposed retention and use of native plants for landscape and open space purposes.**

Native vegetation will be preserved in buffer areas within the Property, in the locations depicted on the Master Development Plan. Native plants will be used for landscape and open space purposes to the extent practicable. Proposed retention areas are depicted on the Master Development Plan.

14. **Impact of development on plant and animal habitat and potential loss in acres and percent of site.**

The Windward Shipyard project will cluster housing development within upland areas of the Property and will preserve marshlands and other wetlands associated with the San Sebastian River

15. **Impact of development on water quality. Water quality objectives will be presumed to have been met if runoff water is routed to a**

surface water management system permitted by the St. Johns River Water Management District or to a treatment facility that is equivalent to the water quality treatment criteria (water retention/detention) of the water management district. (An engineer or landscape architect licensed in the State of Florida is required to certify that the treatment facility is equivalent to the district's criteria.)

Stormwater runoff from the Property will be routed to a surface water management system permitted by the St. Johns River Water Management District.

16. Impact of development on shellfish and on commercial and sport fish and waterfowl.

The project will have no impact on shellfish or on commercial or sport fish or waterfowl because all stormwater runoff from the Property will be routed to a District-permitted surface water management system. The proposed homes will be located on upland areas of the site.

17. Specific conditions applicable to docks. In addition to the considerations listed in subsections (1) through (16) herein, no boathouse, roofed structure or wall shall be constructed on any dock. This section shall not prohibit the use of bumpers or similar structures built at or near the water line and below deck elevation to protect the dock from damage caused by moored vessels. The deck of any private boat dock shall not exceed six (6) feet in height above mean high water. Boatlifts mounted on docks, or constructed on or adjacent to a dock, shall be limited to a capacity of twelve thousand (12,000) pounds or less. All boatlifts shall be low profile boatlifts or no profile boatlifts, and no boats in excess of thirty-two (32) feet in length shall be allowed on a boatlift. In addition, the maximum height, excluding masts, antennas and other non-occupiable features, of a boat suspended in a boatlift shall not exceed six (6) feet above the gunwale (gunnel); whereby, the gunwale (gunnel) is defined as the upper edge of the side of the ship or boat. A low profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall exceed three (3) feet above the deck. A no profile boatlift is a boatlift for a single watercraft in which no part of the boatlift shall protrude above the deck.

Project will comply.

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

The PUD complies with Code Section 28-286 by:

- a. Promoting more efficient and economic use of land by clustering development within upland areas and preserving marshland and other wetland associated with the San Sebastian River.
- b. Encouraging a more compatible and harmonious development of contiguous lands by using natural buffers to ensure compatibility.
- c. Providing flexibility to meet changing needs, technologies, economics and consumer preferences in the Master Development Plan and this text.
- d. Providing a process to assess a development's impact on the proposed site, the surrounding neighborhoods or areas, and the city as a whole.
- e. Demonstrating the coordinating of architectural styles, building forms, and building relationships within a planned development, as well as, the planned development's relationship with the existing and preferred architectural context surrounding the project.
- f. Providing an environment of consistent character compatible with the surrounding areas.
- g. Permitting specific limitations and requirements in excess of those included in other zoning districts, based on the unique characteristics of the individual site, where necessary to the public health, safety or welfare, or for the protection or preservation of lands, neighborhoods or areas of the city deemed unique or historic based on the proposed location of the planned development.

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

Permitted uses within the Property are set forth in Section C.3 hereof. Locations of the proposed uses are depicted on the Master Development Plan, Exhibit "B". Proposed uses are consistent with the Residential Low Density future land use designation for the Property.

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

Benefits to the community from the Project include:

- a. Preserving marshland and other wetland associated with the San Sebastian River.
- b. Providing interconnection of potable water lines with adjacent parcels.
- c. Providing a project that compliments and incorporates the existing mixed-use Shipyards project to the north.

- d. Annexing the Property into the City limits, thus increasing the City's tax base and number of jobs available in the municipal boundaries.
- e. Providing pedestrian interconnectivity within the Shipyards project and with parcels to the north, along the west side of the San Sebastian River.

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

The Project will be developed in two (2), five (5)-year phases. Phase 1 shall commence within three (3) years of the City Commission's adoption of this PUD ordinance and shall be completed within five (5) years of commencement. Phase 2 shall commence no later than the completion of Phase 1 and shall be completed within five (5) years of commencement. For purposes of this PUD, "commencement" shall be defined as the City's approval of horizontal construction plans, and "completion" shall be defined as the City's approval of as-builts for horizontal improvements.

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

The Owner will create a homeowners' association ("HOA") that will be legally responsible for owning, operating and maintaining common areas within the Property, including but not limited to roads, sidewalks, parks, the community dock and other amenities.

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

This PUD shall terminate ten (10) years from its adoption by the City Commission unless otherwise extended or amended pursuant to the Code.

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

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

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

A public facility impact analysis and a traffic impact analysis that outline the project's potential impacts on transportation networks, circulation patterns and infrastructure were included with this application.

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

See Section E hereof.

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

1. **Density of development.** The project will include a maximum of 55 single-family units on approximately 13.7 developable acres, yielding a net density of 4.01 units per acre on the Property.

2. **Open space.** Development will be clustered within upland areas of the Property.

3. **Waiver of yard, dwelling unit, frontage criteria and use restriction.** See Section C.3 hereof for these criteria and waivers from such requirements. Those waivers are detailed in Subsections C.3.r (Landscaping) and s (Tree Mitigation).

4. **Management and maintenance of open space areas.** All common property within the Property will be owned, operated and maintained by an HOA and will be available for use by residents within the Property. The HOA will have a declaration of restrictive covenants that governs use of common areas within the Property. The HOA board of directors will be responsible for enforcing the declaration. The HOA will own and maintain all roads and sidewalks within the Property. Access to homes will be over these privately owned streets. The HOA will have rules and regulations governing fencing, landscaping and other aesthetic issues in order to enhance the community and the privacy of its occupants, screening of objectionable views or uses and reduction of noise.

5. **Community facilities.**

a. **All utility facilities proposed for dedication to St. Augustine must be acceptable by the city as to the size, shape and location, and shown by the applicant to be of benefit to the general public.**

The project will dedicate all on-site utilities to the City, in compliance with applicable Code requirements.

b. **All requirements for off-street parking and loading shall apply to the PUD unless otherwise waived or modified.**

See Section C.3 for parking standards.

c. **Access and circulation shall adequately provide for firefighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal.**

The project will provide adequate access and circulation for emergency and other access, including access for large vehicles.

d. **Provide for underground installation of utilities, including telephone, power and cable television in both public and private rights-of-way. Provisions shall be made for acceptable design and construction of storm sewer facilities, including grading, gutters, piping and treatment of turf to handle stormwater and prevent erosion and formation of dust.**

The project will provide for underground utilities to the extent practicable.

e. **Specifications for street design, publicly used driving and access aisles, sidewalks and pedestrian walkways, including those providing interconnectivity between phases of the PUD or between the PUD and adjacent properties, shall conform to the rules and regulations adopted by the City of St. Augustine.**

See Section C.3 for street and sidewalk design criteria. The Master Development Plan shows interconnectivity with adjacent lands. Because the Property is surrounded on two sides by marshland, it is difficult to connect to adjacent lands other than via Arapaho Avenue.

f. ***General development patterns.* Residential subdivisions and mixed-use subdivisions shall provide a master tree plan, a master stormwater plan, an overall signage plan, any applicable overall design standards, descriptions of interconnectivity between areas within the PUD and connections to areas outside of the PUD proper, and general descriptions of how the PUD will create a sense of place.**

See the Master Development Plan, Exhibit "B", the Tree Relocation Plan, Exhibit "C", and this text for the development standards for the Property.

E. **Ownership Agreement.**

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

Windward Shipyard Land Holdings, LLC,
a Florida limited liability company

By: _____

Name: _____

Title: _____

Date: _____

Exhibit "A"

Legal Description of the Property

A PORTION OF THE M. SOLANA GRANT, THOSE LANDS LYING IN SECTION 19 & 40, TOWNSHIP 7 SOUTH, RANGE 30 EAST, ST JOHNS COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF ARAPAHO AVENUE AND THE WESTERLY CORNER OF LOT 6, BLOCK H, SEMINOLE PARK SUBDIVISION; THENCE ALONG THE NORTHEASTERLY AND EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVENUE THE FOLLOWING 6 CALLS (1) S 68°21'25" E, 122.04 FEET; (2) S 53°15'10" W, 8.50 FEET; (3) S 68°29'21" E, 403.09 FEET; (4) S 26°52'43" E, 205.14 FEET; (5) S 26°47'43" E, 692.28 FEET; (6) S 39°56'09" E, 249.22 FEET TO THE POINT OF BEGINNING AND A 58" IRON ROD AND CAP STAMPED #8177; THENCE FROM SAID POINT OF BEGINNING ; N 53°03'29" E , 333.34 FEET ALONG THE SOUTHERLY LINE OF A PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 779, PAGE 1160 TO THE SOUTHEAST CORNER OF AFOREMENTIONED PARCEL; THENCE N 39°32'35" W , 223.30 FEET ALONG THE EASTERLY LINE OF AFOREMENTIONED PARCEL; THENCE N 68° 19' 25" E, 396.45 FEET; THENCE N 24° 47' 29" E, 57.06 FEET; THENCE N 69° 42'32" E, 135.86 FEET; THENCE S 17° 09'35" E, 111.54 FEET; THENCE S 17° 38' 44" E, 131.74 FEET; THENCE S 18° 57' 11" E, 105.33 FEET; THENCE S 10° 12' 29" E, 40.03 FEET; THENCE S 11° 52' 43" E, 51.41 FEET; THENCE S 13° 02' 00" E, 157.41 FEET; THENCE S 36° 59' 22" E, 84.02 FEET; THENCE S 78° 42' 32" E, 26.87 FEET; THENCE S 11° 22' 05" W, 220.85 FEET; THENCE S 84° 46' 38" W, 81.60 FEET; THENCE S 62° 22' 13" W, 98.51 FEET; THENCE S 40° 49' 36" W, 93.52 FEET; THENCE S 80° 44' 20" W, 81.97 FEET; THENCE S 67° 54' 06" W, 33.95 FEET; THENCE N 22° 17' 02" W, 28.06 FEET; THENCE S 67° 53' 27" W, 55.55 FEET; THENCE S 76° 38' 57" W, 90.94 FEET; THENCE N 89° 10' 17" W, 197.97 FEET; THENCE N 46° 09' 33" W, 289.62 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF ARAPAHO AVE. A 40 FOOT RIGHT OF WAY AS NOW ESTABLISHED; THENCE N 47° 28' 56" E , 180.64 FEET ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY RIGHT OF WAY LINE OF SAID ARAPAHO AVE.; THENCE N 39°39'06" W , 111.75 FEET ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING. CONTAINS 13.70 ACRES MORE OR LESS.

Exhibit “B”

Master Development Plan

Exhibit “C”

Tree Relocation Plan

Exhibit “D”

Conservation Overlay Zone Plan

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: April 13, 2023

RE: **ORDINANCE 2023-15: RESIDENCY REQUIREMENTS FOR CITY MANAGER**

Please find enclosed Ordinance 2023-15. This ordinance clarifies the intent of the Charter that residency in St. Johns County be required within one month of the effective date of assuming the office of City Manager.

This recognizes that a future candidate could be from out of the region or state, but that after selection and appointment, a date would be set for the new City Manager to assume the active role of City Manager locally, and thereafter the City Manager would have a month to assume St. Johns County residency.

The amendment also allows for a future Commission to determine whether they want to make residency in the City a requirement, and that would be achieved by resolution, thereby giving the City Commission some future flexibility.

Please place Ordinance 2023-15 on the regular City Commission agenda for first reading on April 24, 2023.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

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

Agenda Title:

Ord 2023-15: Clarifying the residency requirements of the City Manager.

ORDINANCE NO. 2023-15

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING ARTICLE IV, DIVISION 4, SECTION 4.10 OF THE CHARTER OF THE CITY OF ST. AUGUSTINE CLARIFYING RESIDENCY REQUIREMENTS FOR CITY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, section 166.021, Florida Statutes, provides procedures for amendments to municipal charters; and

WHEREAS, section 4.10 of the City Charter is useful in allowing for the future possibility of selecting an out of county City Manager; and

WHEREAS, the Charter language implies that thereafter the City Manager would have a reasonable residency requirement in order to fulfill the duties of City Manager; and

WHEREAS, the City Commission finds that residency in St. Johns County is reasonably necessary in order for the City Manager to assume his or her office; and

WHEREAS, the City Commission finds that future circumstances may warrant a City residency requirement for the City Manager, under reasonable terms and with notice and transparency with adoption of a resolution; and

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

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

Section 1. Amending Article IV, Division 4, Section 4.10. Article IV, Division 4, Section 4.10 of the Charter of the City of St. Augustine is hereby amended as follows:

Sec. 4.10. - Appointment; qualifications; temporary manager during absence, etc.

The city commission shall appoint a city manager who shall be the administrative head of the municipal government under the direction and

supervision of the city commission, and shall hold office at the pleasure of the city commission. The city manager shall be chosen solely on the basis of executive and administrative qualifications, without regard to political beliefs, and need not be a resident of the city or state at the time of appointment but must reside in St. Johns County, Florida within one month of the effective date of assuming office, and may be required to reside within the City limits of the City of St. Augustine under reasonable terms set by resolution of the City Commission. The city manager shall take all reasonably necessary administrative action to preserve life, property, and the public welfare pursuant to a declared federal, state, or local state of emergency. During the absence or disability of the city manager, the city commission may designate some properly qualified person to temporarily execute the functions of the office.

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

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

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

Section 5. Effective Date. This Ordinance shall become effective immediately upon passage, pursuant to Section 166.041(4), Florida Statutes.

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

Nancy Sikes-Kline, Mayor-Commissioner

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: April 12, 2023

RE: **Resolution 2023-08 – Authorizing the City Manager to Take Administrative Actions Regarding the City Flood Mitigation Grant Program Participation – Including Contract(s) for 515 Arricola Avenue**

**FEMA Flood Mitigation Assistance (FMA) Program Contract with FDEM - Contract No. EMA-2020-FM-052-0019
2020 FMA Homeowner Contract – 515 Arricola Avenue - Flood Mitigation Assistance Owner Agreement**

This resolution, Resolution 2023-08, is a request for consideration and approval by the City Commission to authorize the City Manager to take all necessary administrative actions pursuant to the Flood Mitigation Assistance Grant Program.

The Flood Mitigation Assistance (FMA) program is a nationally competitive Federal Emergency Management Agency (FEMA) grant program that provides funding to states, local communities, federally recognized tribes, and territories. Funds can be used for projects that reduce or eliminate the risk of repetitive flood damage to buildings insured by the National Flood Insurance Program (NFIP).

The City was awarded funding for the 2020 program for the property located at 515 Arricola Avenue owned by Mr. Ricky M. Garmon in the amount of **\$183,886.94**. The total project cost breakdown is included in the table below:

515 Arricola Avenue	Total Project Cost	Federal Share (FEMA)	Local Share (Homeowner)
Construction/Demolition Costs	\$308,495.00	\$150,000.00	\$158,495.00
Final Elevation Certificate	\$250.00	\$250.00	
Architectural/Engineering	\$16,800.00	\$16,800.00	
Permitting/Inspection Fees	\$2,436.94	\$2,436.94	
Displacement Costs	\$14,400.00	\$14,400.00	
Total Project Costs	\$342,381.94	\$183,886.94	\$158,495.00
Additional Administration Cost (QES)	\$14,000.00		Local Cost (City) \$14,000.00

FEMA has awarded **\$183,886.94** toward the home demolition/reconstruction, while the homeowner will cost share the remaining balance of **\$158,495.00**.

The process for this will require the city to distribute the awarded amount to the homeowner and then seek reimbursement from FEMA, which will require the city to budget **\$183,886.94** upfront.

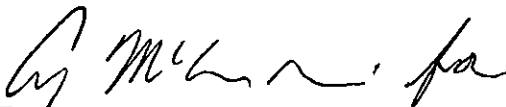
As such, the City is requesting that General Funds be utilized to cover the FEMA award costs, which would in turn be reimbursed back to the City through the State.

In 2021, the City awarded contract number PW2021-15 to Quality Engineering & Surveying (QES) through a competitive procurement process for Grant Administration Services for the FEMA Hazard Mitigation Assistance (HMA) program, with a focus on the Flood Mitigation Assistance (FMA) program.

Quality Engineering has been assisting the City with public workshops and in submitting applications for eligible activities for the FMA grant program. Since Quality Engineering was procured after the FY 2020 grant was submitted for consideration, grant administration costs were not budgeted. Therefore, staff is also seeking funds from the General Funds budget to engage Quality Engineering for grant administration costs for this project in the amount of **\$14,000.00** per the attached proposal which is in addition to the total project cost.

Attached you will find Resolution 2023-08, the Florida Department of Emergency Management (FDEM) contract with the City, the signed Flood Mitigation Assistance Owner Agreement, and the Quality Engineering (QES) grant administration proposal. Also attached are several slides summarizing the process.

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



Richard "Buddy" Schauland, Jr., CBO, CFM
Planning and Building Department

cc: Reuben Franklin, Public Works Director
Jessica Beach, Chief Resilience Officer
Amy McClure Skinner, Planning and Building Director
Corey Sakyr, Deputy Director General Services
Eric Walters, Grants Administrative Coordinator
Caitlyn Sargent, Grants and Projects Coordinator

RESOLUTION 2023-08

A RESOLUTION OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ADMINISTRATIVE ACTION PURSUANT TO THE FLOOD MITIGATION ASSISTANCE GRANT PROGRAM.

WHEREAS, the United States Congress, through an appropriation to the Federal Emergency Management Agency ("FEMA"), has made available to the Florida Division of Emergency Management ("FDEM"), Flood Mitigation Assistance Grant ("FMA") funds for flood mitigation projects; and

WHEREAS, these funds are intended to reimburse property owners who undertake to elevate their homes in order to minimize flood risk and damage; and

WHEREAS, as part of the FMA grant process the City and FDEM must enter into a Federally Funded Subaward and Grant Agreement for the Flood Mitigation Assistance Project described in the Grant Agreement; and

WHEREAS, the City and the property owner must enter into an agreement to set forth the duties of the City and the owner in regards to the FMA program;

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

Section 1. The City Commission hereby confirms, ratifies, authorizes and designates the City Manager, or designee, as fully authorized to execute and deliver all necessary documents pertaining to the City's application for Flood Mitigation Grants, including but not limited to any subrecipient participation agreements by and between FEMA and/or FDEM and the City of St. Augustine.

Section 2. The City Commission authorizes the City Manager to designate one or more project managers to take all reasonably necessary administrative action to effectively administer the City's participation as a subrecipient of any Flood Mitigation Assistance Grant, including authority to contract with consultants to assist in the administration of the grant.

Section 3. The City Commission intends the authority conveyed to the City Manager or designee found in sections 1 and 2 herein to be plenary, without the need to obtain further approvals from the City Commission or the Mayor-Commissioner to sign, execute and deliver all federal, state and local agreements, grants, or any other related Flood Mitigation Assistance Project documents, on behalf of the City of St. Augustine as recipient or subrecipient.

PASSED IN REGULAR SESSION of the City Commission of the City of St. Augustine, Florida, this 24th day of April, 2023.

ATTEST

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Kevin Guthrie
Director

January 3, 2023

Richard Schauland
Building Official
P.O. Box 210
St. Augustine, Florida ,32085-0210

Re: Project #EMA-2020-FM-052-0019, City of St. Augustine

Dear Mr. Schauland:

Enclosed is the executed Flood Mitigation Assistance Grant Program (FMA) contract number B0162 between City of St. Augustine and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Kailyn.Quirk@em.myflorida.com. The Project Manager for this contract is:

Kailyn Quirk, Project Manager
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Kailyn Quirk at (850) 815-4555.

Respectfully,

Laura Dhuwe Digitally signed by Laura Dhuwe
Date: 2023.01.04 10:09:36 -05'00'

Laura Dhuwe
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

Agreement Number: B0162
Project Number: FMA20-019

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of St. Augustine
Sub-Recipient's unique entity identifier (UEI/FEIN):	EYJGVQ5LEQ23 / 596000420
Federal Award Identification Number (FAIN):	EMA-2020-FM-052
Federal Award Date:	July 21, 2022
Subaward Period of Performance Start and End Date:	Upon execution through date July 21, 2025
Amount of Federal Funds Obligated by this Agreement:	\$183,886.94
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	\$183,886.94
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	\$183,886.94
Federal award project description (see FFATA):	Mitigation Reconstruction Project
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Kailyn.Quirk@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.029 Flood Mitigation Assistance Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of St. Augustine, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

- A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;
- B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,
- C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

- a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- b. As required by section 215.971(1), Florida Statutes, this Agreement includes:
 - i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.
 - ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.
 - iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.
 - iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.
 - v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

- i. Monitor and document Sub-Recipient performance; and,
- ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Kailyn Quirk
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2555 Shumard Oak Blvd
Tallahassee, Florida 32399
Telephone: 850-815-4555
Email: Kailyn.Quirk@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Richard Schauland
Building Official
P.O. Box 210
St. Augustine, FL 32085-0210
Telephone: 904-209-4327
Email: rschauland@citystaug.com

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties and shall end on July 21, 2025, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

- a. This is a cost-reimbursement Agreement, subject to the availability of funds.
- b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.
- c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is \$183,886.94.
- d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient,

which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

- i. The required minimum acceptable level of service to be performed; and,
- ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (See 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- i. They are provided under established written leave policies;
- ii. The costs are equitably allocated to all related activities, including Federal awards; and,
- iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (\$6 for breakfast, \$11 for lunch, and \$19 for dinner), then the Sub-Recipient must provide documentation that:

- i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,
 - ii. Participation of the individual in the travel is necessary to the Federal award.
- i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.
- j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:
- i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,
 - ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts.

The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other

forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

<http://harvester.census.gov/fac/collect/ddeindex.html>

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

- i. Place unreasonable requirements on firms in order for them to qualify to do business;
- ii. Require unnecessary experience or excessive bonding;
- iii. Use noncompetitive pricing practices between firms or between affiliated companies;
- iv. Execute noncompetitive contracts to consultants that are on retainer contracts;
- v. Authorize, condone, or ignore organizational conflicts of interest;
- vi. Specify only a brand name product without allowing vendors to offer an equivalent;
- vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;
- viii. Engage in any arbitrary action during the procurement process; or,
- ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at <https://www.fema.gov/procurement-disaster-assistance-team>.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

- i. Exhibit 1 - Funding Sources
- ii. Attachment A – Budget and Scope of Work
- iii. Attachment B – Program Statutes and Regulations
- iv. Attachment C – Statement of Assurances

- v. Attachment D – Request for Advance or Reimbursement
- vi. Attachment E – Justification of Advance Payment
- vii. Attachment F – Quarterly Report Form
- viii. Attachment G – Warranties and Representations
- ix. Attachment H – Certification Regarding Debarment
- x. Attachment I – Federal Funding Accountability and Transparency Act
- xi. Attachment J – Mandatory Contract Provisions
- xii. Attachment K – Certification Regarding Lobbying

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of \$15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been

placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

iii. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

iv. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under

this section; and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the

Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40

hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds \$150,000, then any such contract must include the following provision:

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).
Contractors who apply or bid for an award of \$100,000 or more shall file

the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

If this subgrant agreement amount is \$100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

- i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

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

SUB-RECIPIENT: CITY OF ST. AUGUSTINE

By: 

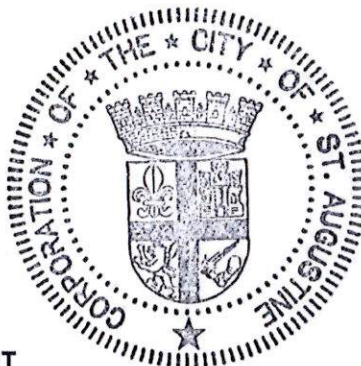
Name and Title: John Regan City Manager

Date: 12/5/22

FEID#: _____

ATTEST:


Darlene Galambos, City Clerk



STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Laura Dhuwe Digitally signed by Laura Dhuwe
Date: 2023.01.04 10:08:56 -05'00'

Name and Title: Kevin Guthrie, Director

Date: 04-JAN-2023

**APPROVED AS TO FORM,
LEGAL SUFFICIENCY AND
EXECUTION**


Isabelle C. Lopez, City Attorney

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.029**
Award amount: **\$ 183,886.94**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
 - Mitigation Reconstruction Project
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A
Scope of Work and Budget

Homeowner: Rickey Garmon
Property Address: 515 Arricola Avenue, St. Augustine, FL 32080

STATEMENT OF PURPOSE

The purpose of this Scope of Work (SOW) is mitigation reconstruction of one residential property located at 515 Arricola Avenue, St. Augustine, FL 32080; funded through the Flood Mitigation Assistance Grant Program (FMA) **EMA-2020-FM-052-0019** as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). Project Location: (29.883433, -81.295161)

The Sub-Recipient, the City of St. Augustine, agrees to administer and complete the project per the scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Flood Mitigation Assistance Grant Program (FMA) project, the Sub-Recipient proposes to demolish one residential structure and to construct a new elevated structure above Base Flood Elevation (BF) with at least two (2) feet of freeboard. The square footage of a resulting structure shall be no more than 10 percent greater than the finished living floor area of the original structure. The maximum allowable square footage of the resulting structure is 1595 square feet. The electrical and mechanical equipment outside of the structure shall also be elevated in compliance with current Codes and Standards.

The project will be designed and constructed to comply with ASCE 24-14, or latest addition, and NFIP standards. Upon completion, a final Elevation Certificate will be obtained to verify appropriate elevation, and final square footage within ten (10) percent of the original structure will be verified. Any enclosed space at grade level will have hydrostatic vents and can only be used for storage or parking.

This mitigation project will provide protection to flood against a 100-year event. Activities will be completed in strict compliance with Federal, State and Local Rules and regulations.

TASKS & DELIVERABLES:

A. Tasks

- 1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

Prior to construction, the Sub-Recipient shall provide confirmation to the Division that the Sub-Recipient has reviewed the proposed plans for the new structure and has confirmed that the final square footage is within the maximum allowed square footage and does not exceed 10% than that of the original

structure (1450 SF x 1.10 = 1595 SF). Breezeways, decks, garages, and other appurtenances are not considered part of the original square footage unless they were situated on the original foundation system.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

- 2) The Sub-Recipient shall monitor and manage the demolition and construction of each property subjected to or in danger of repetitive damage. The project shall be implemented in accordance with the approved scope of work previously presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

The project consists of the general construction and furnishing of all materials, equipment, labor and fees to minimize recurring flooding and reduce repetitive flood loss to structures and roadways.

The Sub-Recipient shall fully perform the approved project, as described in the submitted documents, in accordance with the approved scope of work, budget line item, allocation of funds and applicable terms and conditions indicated herein. The Sub-Recipient shall not deviate from the approved project terms and conditions.

Construction activities shall be completed by a qualified and licensed Florida contractor. All construction activities shall be monitored by a qualified engineer. The Sub-Recipient shall complete the project in accordance with all required permits. All work shall be completed in accordance with applicable codes and standards.

Upon completion of the work, the Sub-Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county official, or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Sub-Recipient prior to Sub-Recipient's submittal of the final inspection request to the Division.

Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation for closeout shall include:

- a) A copy of the Local Building Official Inspection Report and Final Approval, as applicable.
 - b) A copy of the Certificate of Occupancy issued by the local authority.
 - c) A copy of Elevation Certificate before mitigation, if available.
 - d) A copy of the Elevation Certificate after mitigation.
 - e) As-built drawings confirming that the square footage of the newly constructed and elevated structure does not exceed 10 percent of the original foundation square footage.
 - f) All Product Specifications/Data Sheets(s) (technical standards) satisfying protect requirements on all products utilized, as applicable.
 - g) Signed notices from the affected property owner in the SFHA that the Sub-Recipient will record a Deed Notice applicable to their property, as described in section (h), below, and that they will maintain flood insurance.
 - h) Confirmation that the Sub-Recipient (or property owner) has legally recorded with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:
"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property, pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The property owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR 60.3 and City/County Ordinances."
 - a) Verification that the property located within a SFHA is covered by an NFIP flood insurance policy to the amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less.
 - (j) Copies of any permits that were required prior to initiating work. If no permits were required provide a letter from the local floodplain administrator stating that the project did not require any permits.
 - (k) Verification letter verifying that all new construction associated with this project is protected to the 100-year (1% annual chance) flood elevation.
 - (l) Copy of floodplain permit or notification that of No Permit Required from the local floodplain administrator obtained prior to work beginning.
 - (m) Letter verifying compliance with the National Historic Preservation Act, to include if archaeological features or deposits or human remains were encountered during project activities, and if so, how they were handled.
 - (n) Letter verifying if hazardous waste, universal waste, and hazardous materials were found, and if so, how they were handled. This includes the contractor handled the materials and where the materials were disposed of.
 - (o) Proof of compliance with Project Requirements and Conditions contained herein.
- 3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete

prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient. Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application. The requests for reimbursement shall include:

- a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
- b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
- c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Sub-Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables

Mitigation activities for this project consists of demolishing one existing residential structure located at 515 Arricola Avenue, St. Augustine, FL 32080, to construct a new elevated structure having the first

floor elevation at least two feet above Base Flood Elevation (BFE) in compliance with local ordinances. The square footage of a resulting structure shall be no more than 10 percent greater than the finished living floor area of the original structure. The maximum allowable square footage of the resulting structure is 1595 square feet. The electrical and mechanical equipment outside of the structure shall also be elevated in compliance with current Codes and Standards.

The project will be designed and constructed to comply with ASCE 24-14, or the latest edition, and NFIP standards. Upon completion, a final Elevation Certificate will be obtained to verify appropriate elevation, and final square footage within ten (10) percent of the original structure will be verified. Any enclosed space at grade level will have hydrostatic vents and can only be used for storage or parking.

The project shall provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

PROJECT CONDITIONS AND REQUIREMENTS:

A) Engineering

- 1) The Sub-Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
- 2) The Sub-Recipient shall provide a copy of the Certificate of Occupancy issued by the local authority and/or a copy of the local official Inspection Report and/or Final approval; as applicable.
- 3) The Sub-Recipient shall provide a copy of the Elevation Certificate prepared before mitigation, if available.
- 4) The Sub-Recipient shall submit a copy of Elevation Certificate prepared after mitigation.
- 5) The Sub-Recipient shall provide as-built drawings confirming that the square footage of the newly constructed and elevated structure does not exceed 10 percent of the original foundation square footage. The maximum allowable square footage of the resulting structure is 1,595 square feet.
- 6) The Sub-Recipient shall submit all Product Specifications/Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.
- 7) All installations shall be done in strict compliance with the Florida Building Code or any local codes and ordinances. All materials shall be certified to exceed the wind and impact standards of the current local codes.
- 8) The Sub-Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding.

B) Environmental:

- 1) Sub-Recipient shall follow all applicable state, local and federal laws, regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate Federal, State, and Local environmental permits and clearances may jeopardize federal funding. If project work is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.

- 2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require resubmission to the Division and FEMA for National Environmental Protection Act (NEPA) and National Historic Preservation Act (NHPA) re-evaluation before starting project work.
- 3) If human remains or intact archaeological features or deposits (e.g., arrowheads, pottery, glass, metal, etc.) are uncovered, work in the vicinity of the discovery shall stop immediately and all reasonable measures to avoid or minimize harm to the finds shall be taken. The Sub-Recipient shall ensure that archaeological discoveries are secured in place, that access to the sensitive area is restricted, and that all reasonable measures are taken to avoid further disturbance of the discoveries. The Sub-Recipient's contractor shall provide immediate notice of such discoveries to the Sub-Recipient. The Sub-Recipient shall contact the Florida Division of Historic Resources and FEMA within 24 hours of the discovery. Work in the vicinity of the discovery may not resume until FEMA has completed consultation with SHPO, Tribes, and other consulting parties as necessary. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Florida Statutes, Section 872.05.
- 4) Due to the historic presence of Muscogee people in the project area, inadvertent discoveries of cultural resources, human remains, and related NAGPRA items may occur, even in areas of existing or prior development. Should this occur, the Muscogee (Creek) Nation requests that all work cease and their office as well as other appropriate agencies be notified immediately.
- 5) The Sub-Recipient shall handle, manage, and dispose of potentially hazardous waste, universal waste, and hazardous materials in accordance with the requirements of local, state, and federal regulations. These materials may include, but are not limited to, asbestos, lead-based paint, laboratory reagents, propane cylinders, paints and solvents, coolants containing chlorofluorocarbons (CFCs), used oil, polychlorinated biphenyls (PCBs), other petroleum products, used oil filters, fuel filters, cleaning chemicals, pesticides, batteries, and unlabeled tanks and containers. Equipment that may include these materials are ice machines, refrigerators, generators, computers, televisions, mercury switches, fluorescent lights, fluorescent light ballasts, sandblast units, paint sprayers, etc.
- 6) All new construction associated with this project must be protected to the 100-year (1% annual chance) flood elevation. Sub-recipient must submit documentation to the Division and FEMA documenting compliance with this condition. The Sub-Recipient must obtain a floodplain permit from the local floodplain administrator before work begins. Failure to comply with these conditions may jeopardize FEMA funding; verification of compliance shall be required at project closeout.
- 7) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions. The contractor shall implement measures to prevent spillage or runoff of chemicals, fuels, oils, or sewer-related waste during project work.

C) Programmatic:

- 1) The square footage of a resulting structure shall be no more than 10 percent greater than the finished living floor area of the original structure. The new construction shall not exceed the new finished living floor area for each property as provided below:

515 Arricola Avenue, St. Augustine, FL 32080 - Current Area – 936 ft², New Area ≤ 1,029 ft².

- 2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
- 3) Pursuant to 44 CFR 13(c), the Sub-Recipient shall obtain prior written approval from the Division and FEMA for any budget revision that would result in a need for additional funds to the overall project amount. Furthermore, the Sub-Recipient shall receive written approval from the Division for any budget revision of less than 10% in any given budget line item, as long as the overall amount of the funds obligated under this Agreement is not increased.
- 4) Any extension of the Period of Performance shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
- 5) The Sub-Recipient must avoid duplication of benefits between the FMAP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

- 1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
- 2) Disallow all or part of the cost of the activity or action not in compliance;
- 3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
- 4) Withhold further awards for the program; or
- 5) Take other remedies that may be legally available.

SCHEDULE OF WORK:

Contracting Process	2 Months
Demolition	1 Month
Construction	11 Months
Final Inspection/Closeout	3 Months
Total:	17 Months

BUDGET

Funding Summary

Federal Share:	\$183,886.94	(53.70813075%)
Local Share:	\$158,495.00	(46.29186925%)
Total Project Costs:	\$342,381.94	

***Line Item Budget**

515 Arricola Avenue	Total Project Cost	Federal Share 100%	Local Share 0%
**Construction/Demolition Costs	\$308,495.00	\$150,000.00	\$158,495.00
Final Elevation Certificate	\$250.00	\$250.00	\$0.00
Architectural/Engineering	\$16,800.00	\$16,800.00	\$0.00
Permitting and Inspection Fees	\$2,436.94	\$2,436.94	\$0.00
Displacement Costs	\$14,400.00	\$14,400.00	\$0.00
Total Project Costs	\$342,381.94	\$183,886.94	\$158,495.00

**Any line item amount in this Budget may be increased or decreased 10% or less with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

****NOTE: FEMA will only pay \$150,000 in construction costs. The Homeowner is responsible for construction costs in excess of \$150,000.00. As a result, the line items in the construction budgets above will not calculate to the exact percentage indicated. Also, Total Project Costs will, in turn, not equal the percentages indicated.**

This is FEMA project number EMA-2020-FM-052-0019, St. Johns County 515 Arricola Avenue Mitigation Reconstruction. The Period of Performance (POP) for this project shall end on July 21, 2025.

Attachment B
Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

- (1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;
- (2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;
- (3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;
- (4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and
- (5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

- (1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;
- (2) No new structure will be erected on property other than:
 - a. a public facility that is open on all sides and functionally related to a designed open space;
 - b. a restroom; or
- (3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;
- (4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and
- (5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- (1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (2 C.F.R. § 200.308);
- (2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and
- (3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

- (1) 53 Federal Register 8034
- (2) Federal Acquisition Regulations 31.2
- (3) Section 1352, Title 31, US Code
- (4) Chapter 473, Florida Statutes
- (5) Chapter 215, Florida Statutes
- (6) Section 768.28, Florida Statutes
- (7) Chapter 119, Florida Statutes
- (8) Section 216.181(6), Florida Statutes

- (9) Cash Management Improvement Act of 1990
- (10) American with Disabilities Act
- (11) Section 112.061, Florida Statutes
- (12) Immigration and Nationality Act
- (13) Section 286.011, Florida Statutes
- (14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- (15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
- (16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
- (17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
- (18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
- (19) Victims of Crime Act (as appropriate)
- (20) Section 504 of the Rehabilitation Act of 1973, as amended
- (21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
- (22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
- (23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

- (a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;
- (b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;
- (c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work to be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;
- (d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;
- (e) It will comply with:
 - (1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and
 - (2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
- (f) It will comply with
 - (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

- (2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;
- (3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;
- (g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;
- (h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;
- (i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;
- (j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/government/grant/sfha_conditions.shtml

- (k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;
- (l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

- (1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and
- (2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.
- (3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.
- (4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (l)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards)**, the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
- (5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.
- (6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

- (7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.
- (m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:
 - (1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).
 - (2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.
 - (3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.
 - (4) Age Discrimination Act of 1975, which prohibits discrimination based on age.
 - (5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.
- (n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
- (o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;
- (r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;
- (s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;
- (t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C. 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

- (u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;
- (v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388
- (w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;
- (x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;
- (y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;
- (z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;
- (aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125
- (bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;
- (cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;
- (dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;
- (ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;
- (ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);
- (gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;
- (hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and
- (ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.
- (jj) With respect to demolition activities, it will:
 - (1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - (2) Return the property to its natural state as though no improvements had ever been contained thereon.

- (3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.
- (4) Provide documentation of the inspection results for each structure to indicate:
 - a. Safety Hazard Present
 - b. Health Hazards Present
 - c. Hazardous Materials Present
- (5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.
- (6) Leave the demolished site clean, level and free of debris.
- (7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.
- (8) Obtain all required permits.
- (9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
- (10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).
- (11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.
- (12) Provide documentation of public notices for demolition activities.

Attachment D

**REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS**

SUB-RECIPIENT: City of St. Augustine

REMIT ADDRESS: P.O. Box 210

CITY: St. Augustine STATE: Florida ZIP CODE: 32085-0210

PROJECT TYPE: Mitigation Reconstruction Project PROJECT #: EMA-2020-FM-052-0019

PROGRAM: Flood Mitigation Assistance Program CONTRACT #: B0162

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: N/A AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)

Total of Previous SRMC to Date: _____ (SRMC Federal)

Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 53.70813075%	Obligated Local Non-Federal 46.29186925 %	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: \$ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION	
APPROVED PROJECT TOTAL \$ _____	
APPROVED SRMC TOTAL: \$ _____	DIVISION DIRECTOR _____
APPROVED FOR PAYMENT \$ _____	DATE _____

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT
CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE
HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of St. Augustine PAYMENT #: _____
PROJECT TYPE: Mitigation Reconstruction Project PROJECT #: EMA-2020-FM-052-0019
PROGRAM: Flood Mitigation Assistance Program CONTRACT #: B0162

	REF NO ²	DATE ³	DOCUMENTATION ⁴	(Check) AMOUNT	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents <u> </u> % completion of the project.				TOTAL	

² Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)

³ Date of delivery of articles, completion of work or performance services. (per document)

⁴ List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

**Attachment E
JUSTIFICATION OF ADVANCE PAYMENT**

SUB-RECIPIENT: City of St. Augustine

If you are requesting an advance, indicate same by checking the box below.

[] ADVANCE REQUESTED

Advance payment of \$ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20__-20__ Anticipated Expenditures for First Three Months of Contract
<u>For example</u> ADMINISTRATIVE COSTS (include Secondary Administration.)	
<u>For example</u> PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.

Attachment F
QUARTERLY REPORT FORM

Instructions: Complete and submit this form to State Project Manager within 15-days after each quarter:

SUB-RECIPIENT: City of St. Augustine PROJECT #: EMA-2020-FM-052-0019
PROJECT TYPE: Mitigation Reconstruction Project CONTRACT #: B0162
PROGRAM: Flood Mitigation Assistance Program QUARTER ENDING: _____

Advance Payment Information:

Advance Received ☐ N/A ☐ Amount: \$ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:

Sub-Recipient Total Project Expenditures to date (federal & local): \$ _____

Target Dates (State Agreement):

Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe Milestones achieved during this quarter:

Project Proceeding on Schedule? ☐ Yes ☐ No (If No, Describe under Issues below)

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

<u>Milestone</u>	<u>Dates (estimated)</u>
<u>State Contracting</u>	
<u>Closeout Compliance</u>	
<u>Estimated Project Completion Date:</u>	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial Comments:

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ No Action Required, OR

☐ Action Required: _____

PM Percentage of Activities completed per PM Review QR Milestones Spreadsheet: _____%

Date Reviewed: _____ Reviewer: _____ Project Manager

Attachment G
Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

**Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion**

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

City of St. Augustine

Sub-Recipient's Name

B0162

DEM Contract Number

EMA-2020-FM-052-0019

FEMA Project Number

Attachment I
Federal Funding Accountability and Transparency Act
Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is <http://www.usaspending.gov/>.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate \$25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates \$25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: EMA-2020-FM-052-0019

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: \$ 183,886.94

OBLIGATION/ACTION DATE: July 21, 2022

SUBAWARD DATE (if applicable): _____

UEID/SAM#: EYJGVQ5LEQ23

UEID/SAM#
+4: _____

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from <https://sam.gov/content/entity-registration>. The process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: City of St. Augustine
DBA NAME (IF APPLICABLE): _____
PRINCIPAL PLACE OF BUSINESS ADDRESS: _____
ADDRESS LINE 1: 75 King St
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY St Augustine STATE 32084 ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

* CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The purpose of this Scope of Work (SOW) is mitigation reconstruction of one residential property located at 515 Arricola Avenue, St. Augustine, FL 32080; funded through the Flood Mitigation Assistance Grant Program (FMA) EMA-2020-FM-052-0019 as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). Project Location: (29.883433, -81.295161)

The Sub-Recipient, the City of St. Augustine, agrees to administer and complete the project per the scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS):

ADDRESS LINE 1: 515 Arricola Ave.
ADDRESS LINE 2: _____
ADDRESS LINE 3: _____
CITY St Augustine STATE FL ZIP CODE+4** 32080

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal

financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) \$25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at <http://www.sec.gov/answers/excomp.htm>. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

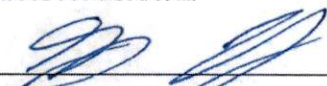
- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion FY 2022) 9/30/22

Rank (Highest to Lowest)	Name (Last, First, MI)	Title	Total Compensation for Most Recently Completed Fiscal Year
1	John Regan	City Manager	213,690.34
2	Isabelle Lopez	City Attorney	179,248.97
3	Meredith Breidenstein	Assistant City Manager	165,780.73
4	David Birdin	Assistant City Attorney	155,943.85
5	Patrick McCauley	Police Operations Commander	142,734.97

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: 

NAME AND TITLE: Greg Johnson Deputy Finance Director

DATE: 12/13/22

Attachment J
Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:¹

**Appendix II to Part 200—Contract Provisions for Non-Federal Entity
Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

¹ For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2 (a) and the recipient or Sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or Sub-recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 C.F.R. 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. 180 that implement Executive Orders 12549 (3 C.F.R. Part 1886 Comp., p. 189) and 12689 (3 C.F.R. Part 1889 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 C.F.R. § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R. § 200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R. § 200.322 Domestic preferences for procurements
(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is available at https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

- ☒ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed \$100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- ☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than \$100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Sub-Recipient or subcontractor, City of St. Augustine certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Sub-Recipient/subcontractor's Authorized Official

John P. Regan, P.E., City Manager
Name and Title of Sub-Recipient/subcontractor's Authorized Official

12/14/2022
Date

RESOLUTION 2016-43

A RESOLUTION OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ADMINISTRATIVE ACTION PURSUANT TO A DECLARED FEDERAL, STATE OR LOCAL STATE OF EMERGENCY.

WHEREAS, the State of Florida has experienced natural disasters that affect the public safety and general welfare of the citizens of this state, and in response, the Florida legislature enacted the State Emergency Management Act (Chapter 252, Florida Statutes) to provide for emergency procedures; and,

WHEREAS, the occurrence of natural disasters is unpredictable and the response to these natural disasters and other public emergencies requires prompt decision-making and administrative action in order to protect the public welfare and interest; and,

WHEREAS, the City Charter, Article IV, Division 4, delegates the administrative function of City government to the City Manager; and,

WHEREAS, local, state and federal disaster preparation, response and recovery may require the execution of orders, contracts, grants, loans, agreements, or other documents by an authorized representative or agent of the City; and,

WHEREAS, the City adopted Resolution 2012-14, adopting St. Johns County's Comprehensive Emergency Management Plan in order to provide more efficient and orderly disaster preparedness and recovery;

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

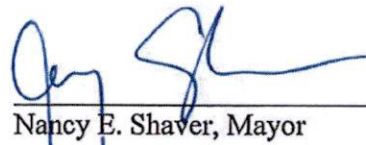
Section 1. The City Commission confirms, ratifies and adopts the St. Johns County Comprehensive Emergency Management Plan, as may be amended from time to time.

Section 2. The City Commission hereby confirms, ratifies and authorizes the City Manager, or his or her designee, to take all reasonably necessary administrative action to preserve life, property and the public welfare pursuant to a declared federal, state or local state of emergency, including the temporary suspension of local rules and regulations which may impede or delay the City's preparation, response or recovery.

Section 3. The City Commission intends the authority conveyed to the City Manager or designee found in section 2 herein to be plenary, without the need to obtain further approvals from the City Commission during the pendency of a declared state of emergency, including any necessary related administrative action occurring after the expiration of the declaration of a state of emergency. This authority includes, but is not limited to, the execution and delivery of all

related documents pertaining to the City's application and request for public assistance and the designation of the City Manager or designee as the City's official authorized to sign, execute and deliver all federal, state and local disaster relief funding agreements, grants, or any other related public assistance documents, on behalf of the City of St. Augustine as grantee or sub-grantee.

PASSED IN REGULAR SESSION of the City Commission of the City of St. Augustine, Florida, this 24th day of October, 2016.



Nancy E. Shaver, Mayor

ATTEST:



Darlene Galambos, City Clerk
(SEAL)





CITY OF
ST. AUGUSTINE
EST. 1565

Agreement Number: _____

Project Number: _____

FLOOD MITIGATION ASSISTANCE OWNER AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 3rd day of April, 2023 ("Effective Date"), by and between the **CITY OF ST. AUGUSTINE, FLORIDA** a municipal corporation of the State of Florida ("**City**"), and **RICKEY M. GARMON ("Owner"** individually and collectively if multiple co-owners of the Property), (collectively, "**Parties**").

WITNESSETH:

WHEREAS, the City is authorized to, among other things, accept and administer grants from state and federal authorities to enhance the quality of life of residences in St. Augustine; and

WHEREAS, the United States Congress, through an appropriation to the Federal Emergency Management Agency ("**FEMA**"), has made available to the Florida Division of Emergency Management ("**FDEM**"), Flood Mitigation Assistance Grant ("**FMA**") funds for flood mitigation projects; and

WHEREAS, the City, in conjunction with the Owner, has submitted an application (the "**Application**"), which is incorporated into this Agreement by reference, to the FDEM for FMA funds and FDEM has approved the Application for the property at 515 Arricola Avenue, St. Augustine, Florida 32080 ("**Property**"); and

WHEREAS, the City and FDEM entered into a Federally-Funded Subaward and Grant Agreement on December 14, 2022 (as may be amended from time to time, the "**Grant Agreement**") for a grant from FDEM in the maximum reimbursement amount of \$183,886.94 ("**Grant**") for the Flood Mitigation Assistance Project ("**Project**") described in the Grant Agreement; and

WHEREAS, the Owner represents that they will perform or cause to be performed the scope of work identified in Attachment A of the Grant Agreement; and

WHEREAS, the Parties desire to enter into this Agreement to set forth the duties of the City and the Owner in regards to the Project described in the Grant Agreement and this Agreement.

NOW THEREFORE, in consideration of the foregoing recitals (all of which are adopted as an integral part of this Agreement), the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner agree as follows:

1. GRANT AGREEMENT. This Agreement is subject to the Grant Agreement between the City and FDEM, and all rights granted to the City and FDEM thereunder. The Grant Agreement is attached to this Agreement as **Exhibit "A"** and made a part hereof. To the extent the Grant Agreement sets forth terms and conditions that are required to be performed by the Owner, the Owner shall comply with such terms and conditions. Additionally, the Owner shall perform all obligations of the City under the Grant Agreement, unless otherwise set forth in this Agreement. In the event of the conflict between this Agreement and Grant Agreement, the terms in the Grant Agreement shall control.

2. TERM. The term of this Agreement shall commence on the Execution Date and shall terminate once the Owner has completed the Project in accordance with the terms and conditions of the Grant Agreement (which includes a period for performance) and this Agreement.

3. CITY'S DUTIES.

A. The City's duties under this Agreement are solely limited to (1) assisting the Owner in making

one request for Grant funds at the conclusion of the Project, processing such reimbursement request in accordance with the Grant Agreement, and disbursing the Grant funds received by the City from FDEM to the Owner and (2) submitting quarterly status reports to FDEM as described in paragraph 3.B below. The City shall have no liability to the Owner in the event that the reimbursement request is rejected by FDEM for any reason or if the Owner does not receive the maximum amount available for reimbursement under the Grant Agreement.

B. The City shall cooperate with the Owner in order to complete the Project pursuant to the terms and conditions set forth in the Grant Agreement and this Agreement, including by submitting quarterly status reports to FDEM in the format set forth in Exhibit C to the Grant Agreement.

4. **RIGHT OF ENTRY.** The City has the right, at all reasonable times, to enter and inspect the Property, as the City may reasonably desire during the term of this Agreement.

5. **THE OWNER'S DUTIES.** The Owner shall:

A. Complete the Project in accordance with and pursuant to the Grant Agreement (including the scope of work, line-item budget and schedule set forth in Attachment A of the Grant Agreement), the Application and this Agreement. Without limiting the generality of the foregoing, the Owner shall be responsible for furnishing or contracting all labor, materials, designs, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans approved by FDEM and FEMA.

B. No later than ten (10) days after the final inspection and issuance of a Certificate of Occupancy, submit supporting documentation for eligible line-item budget items identified in the Grant Agreement to the City in accordance with the requirements set forth in the Grant Agreement and Exhibit "B", which is attached hereto and made apart hereof, in order for the City to process the reimbursement request for cost and expenses authorized by the Grant Agreement on behalf of the Owner and to make such reports required by the Grant Agreement. Only checks with approved receipts will be accepted by the City as supporting documentation. Credit card or bank statements or other evidence of electronic payment will not be accepted by the City as supporting documentation. Failure to comply with the requirements set forth in the Grant Agreement and Exhibit "B" may result in a delay by the City to process the reimbursement request on behalf of the Owner. The City makes no representations as to the accuracy or completeness of the documentation submitted by the Owner. Further, the City make no guarantee that FDEM will approve the reimbursement request.

C. Provide such other funding as may be necessary to complete the Project in accordance with the terms and conditions of the Grant Agreement and this Agreement.

D. Be responsible for retaining and contracting with all necessary entities or individuals (each a "Contractor") to perform that scope of work for the Project identified in Attachment A of the Grant Agreement. All contracts related to the Project shall be between the Owner and a Contractor and shall include the mandatory contract provisions set forth in the Grant Agreement. The Contractor shall be bound by the terms of the Grant Agreement. The Contractor shall be bound by all applicable state and federal laws and regulations. The Owner shall be responsible for negotiating the terms and conditions of all contracts related to the Project, provided that the Owner shall ensure that all contracts related to the Project require the Contractor to (i) maintain a Liability and Builders Risk insurance policy with limits acceptable to the City's Risk Management Department, (ii) name the Indemnified Parties (as defined herein) as additional insureds on all insurance required to be obtained by the Contractor pursuant to the contract between the Owner and the Contractor and (ii) defend and indemnify the Indemnified Parties against any and all Claims (as defined herein) arising out of or in connection with Contractor's performance of work and services related to the Project. In no event shall the Owner's retention of a Contractor relieve the Owner of any of its duties, obligations or representations under the Grant Agreement and this Agreement.

E. Cooperate with the City in order to complete the Project pursuant to the terms and conditions set forth in the Grant Agreement and this Agreement.

F. Execute the Declaration of Land Restriction For Mitigation of Property in a Special Flood Hazard Area With FEMA Grant Funds attached to the Grant Agreement as Attachment G and provide such executed document to the City not later than ten (10) days after the Effective Date.

G. The Owner, for itself and for their Contractor, agrees that (i) Owner and their Contractor are bound by the terms of this Grant Agreement, (ii) Owner and their Contractor are bound by all applicable state and federal laws and regulations, and (iii) Owner and their Contractor shall hold FDEM and the City harmless against all claims or whatever nature arising out of the Owner's and their Contractor's performance of work under this Agreement, to the extent allowed and required by law.

6. INSURANCE. The Owner shall have a Homeowner Insurance policy, acceptable to the City, in its sole discretion, providing *inter alia*, for replacement cost of the structure. The Owner must also have a Federal Flood Insurance policy in effect. Federal law requires that flood insurance coverage on the property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the Owner from receiving Federal disaster assistance with respect to the property in the event of a flood disaster. Proof of insurance for all policies shall be provided to and be approved by the City within ten (10) days after the Effective Date.

7. INDEMNIFICATION AND RELEASE.

A. The Owner shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, FDEM, FEMA, their officers, employees, agents, elected and appointed officials and volunteers (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly:

- (i) The performance of the Grant Agreement (including any amendments thereto), this Agreement (including any amendments thereto), and the Project by the Owner, its agents, representatives, any Contractor, or subcontractors; or
- (ii) The failure of the Owner, its agents, representatives, any Contractor, or subcontractors to comply and conform with applicable Laws (as defined herein); or
- (iii) Any negligent act or omission of the Owner, its agents, representatives, any Contractor, or subcontractors, whether or not such negligence is claimed to be either solely that of Contractor, its employees, agents, representatives, or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or
- (iv) Any reckless or intentional wrongful act or omission of the Owner, its agents, representatives, any Contractor, or subcontractors; or
- (v) The Owner's failure to maintain, preserve, retain, produce, or protect records related to the Project in accordance with Grant Agreement, this Agreement, and applicable Laws (including but not limited to Florida laws regarding public records).

B. The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Owner pursuant to this Agreement or otherwise obtained by the Owner, and the provisions of this paragraph survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

8. BOOKS AND RECORDS. The Owner shall keep accurate books, records, and documentation related to the Grant Agreement, this Agreement, and the Project at the address for delivery of notices set forth in this Agreement. All such books, records, and documentation shall be kept by the Owner and shall be open

to examination, audit and copying by the City during the Term and for a period of five (5) years following termination or expiration of this Agreement. The Owner shall bear the costs associated with the retention of books, records, and documentation. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida or the Grant Agreement.

9. **NO THIRD-PARTY BENEFICIARIES.** This Agreement shall inure to the benefit of the Parties and is for the exclusive benefit of the Parties. This Agreement shall not be deemed to be made for the benefit of any other entity or person not so specified.

10. **NO ASSIGNMENT AND TRANSFER OF PROPERTY.** The Owner shall make no assignment of this Agreement and acknowledges and agrees not to transfer or sell the Property during the term of this Agreement. The Owner understands and agrees that if the Property is transferred or sold prior to the conclusion of the Project, Owner will lose the ability to request grant funds pursuant to this Agreement.

11. **COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.** The Owner shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, orders and decrees of any lawful authorities having jurisdiction over the matter at issue and all state and federal program guidance related to the Flood Mitigation Assistance Grant program (collectively, "Laws"), including, but not limited to, the Florida public records law (i.e. Chapter 119, Florida Statutes).

12. **APPLICABLE LAW AND VENUE.** This Agreement shall be governed by and be interpreted in accordance with the laws of the State of Florida. Venue for state court actions shall be in St. Johns County, Florida. Venue for federal court actions shall be in the Middle District of Florida, Jacksonville Division, unless a division is created in St. Augustine, or St. Johns County, in which case the action shall be brought in that division. Each party waives any defense of improper or inconvenient venue as to either court and consents to personal jurisdiction in either court.

13. **AMENDMENTS.** This Agreement may be altered, amended, modified, or revised only by a written instrument executed by the Parties.

14. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

15. **SEVERABILITY.** Should any section or part of any section of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such a determination shall not render void, invalid, or unenforceable any other section or any part of any section of this contract.

16. **NOTIFICATION.**

A. All notices, demands, requests for approvals and other communications which are required to be given by either party to the other must be in writing and will be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Augustine
ATTN: Richard Schauland
P. O. Box 210
St. Augustine, Florida 32085
(904) 209-4327
rschauland@citystaug.com

OWNER:

Rickey M. Garmon
150 Vilano Road #14
St. Augustine, Florida 32084
(904) 669-2471
sbrzmotel@gmail.com

17. **WAIVER.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver may be implied by delay or any other act

or omission of either party. No waiver by either party of any provision of this Agreement will be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by Owner or their Contractor does not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

18. FUNDING. The sole source of funding to the Owner from the City pursuant to this Agreement are the Grant funds provided pursuant to the Grant Agreement. In the event that the Grant is reduced or withheld by FEMA or FDEM for any reason, the City shall have no liability or responsibility for payment of funds from any other City fund sources. The Owner acknowledges that reimbursement for the Project is contingent on the City receiving reimbursement of the Grant funds from FDEM.

19. HEADINGS. The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

20. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which is deemed to be an original, and such counterparts collectively constitute a single original Agreement. Additionally, each party is authorized to sign this Agreement electronically using any method authorized by applicable law or City policy, including any of the following: (i) a typed name on an electronic document; (ii) an image of a physical signature sent via email, fax, or other electronic transmission method; (iii) clicking a button to indicate agreement or acceptance in an electronic signature system; or (iv) a handwritten signature that is digitally captured on a touch device such as a tablet or smartphone.

21. CITY CONSENT AND ACTION:

A. For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or their authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by the City Commission pursuant to the City Charter or applicable Laws.

B. For purposes of this Agreement, any right of the City to take any action permitted, allowed, or required by this Agreement may be exercised by the Mayor or their authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by the City Commission pursuant to the City Charter or applicable Laws.

C. For purposes of executing this Agreement, the City Manager of the City of St. Augustine is the authorized designee for the City. The City Manager may further assign a project manager to administer the terms of this Agreement.

**** Signatures Appear on the Following Page ****

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first above written.

ATTEST:

"CITY"

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(SEAL)

By: _____
John P. Regan, City Manager

Richard Schauland, Project Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

CITY ATTORNEY

Signed, sealed, and delivered in the
presence of:

Shanna Lee

Witness

Print: _____

Eric L. Fountain

Witness

Print: _____

"OWNER"

By: _____

Rickey M. Garmon



18320 LA HWY 42
Port Vincent, LA 70726
225.698.1600
info@qesla.com
www.qesla.com

Proposal #1911

April 4, 2023

Richard Schauland
Building Official
City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085
Office (904)-209-4327
Mobile (904) 495-6701
Email: rschauland@citystaug.com

RE: Request for Proposal –FMA 2020- 19 City of St. Augustine Mitigation Reconstruction Project

Dear Richard Schauland,

Quality Engineering & Surveying, LLC (QES) is pleased to provide you with the following proposal for Grant Management Services for the proposed project listed above in St. Augustine, Florida. The grant management services listed below are for mitigation by means of reconstruction for the property located at 515 Arricola Avenue, St. Augustine, FL 32080.

The purpose of this Scope of Work (SOW) is mitigation reconstruction of one residential property located at 515 Arricola Avenue, St. Augustine, FL 32080; funded through the Flood Mitigation Assistance Grant Program (FMA) EMA-2020-FM-052-0019 as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA). Project Location: (29.883433, - 81.295161). The period of performance of the awarded grant is set to expire as of 7/21/2025 unless extended.

The Sub-Recipient, the City of St. Augustine, agrees to administer and complete the project per the scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

As a Flood Mitigation Assistance Grant Program (FMA) project, the Sub-Recipient proposes to demolish one residential structure and to construct a new elevated structure above Base Flood Elevation (BF) with at least two (2) feet of freeboard. The square footage of a resulting structure shall be no more than 10 percent greater than the finished living floor area of the original structure. The maximum allowable square footage of the resulting structure is 1595 square feet. The electrical and mechanical equipment outside of the structure shall also be elevated in compliance with current Codes and Standards.

The project will be designed and constructed to comply with ASCE 24-14, or latest addition, and NFIP standards. Upon completion, a final Elevation Certificate will be obtained to verify appropriate elevation, and final square footage within ten (10) percent of the original structure will be verified. Any



enclosed space at grade level will have hydrostatic vents and can only be used for storage or parking. This mitigation project will provide protection to flood against a 100-year event. Activities will be completed in strict compliance with Federal, State and Local Rules and regulations.

TASK 1: General Administration

FEE: \$ 2,700.00 Estimate

- Review, development, and coordination with client regarding subapplication and its details.
- Project construction file set up for record retention and project tracking.
- Document control in Basecamp for record retention on the project.
- Internal and city communications regarding project specifics, scope of work, and concerns.
- Quarterly reporting and progress updates of financing and percentage of completion status.

TASK 2: Payment and Reimbursement Coordination

FEE: \$4,300 Estimate

- Communication with state entity (Florida Disaster Emergency Management) to submit and receive reimbursements and funding for project costs.
- Manage and track reimbursement and funding throughout completion of the project.
- Utilization of a declining balance to track reimbursement of eligible and approved grant funding.
- Submission and collection of supporting documentation needed for reimbursement submission and receipt.

TASK 3: Project Monitoring

FEE: \$4,300 Estimate

- Construction contractor and homeowner coordination.
- Communication with contractor and homeowner to provide explanation of eligible activities.
- Review preliminary engineering plans.
- Review cost proposals and contracts.
- Perform field visits and travel as necessary.
- Technical monitoring for site visits and meetings related to project oversight. Site visits include pictures, travel, and validation of eligible grant requirements.
- Construction Kick Off Meetings requiring review of construction contract signings, construction process, and issuance of Notice to Proceed to begin construction related activities.
- Milestone observations and reports provided based on field visits or percentage completion of work.

Task 4: Closeout Review and Submission

FEE: \$2,700 Estimate

- Compliance activities associated with documentation of Quality of work, project progress, and closeout.
- Ensure all reimbursable expenses have been submitted.
- Ensure that all Quarterly Progress Reports have been created and submitted.
- Collection of all documentation needed for mitigation reconstruction closeout. Such documents include but are not limited to:
 - o Final inspection report
 - o Initial and final color photographs
 - o Final elevation certificate
 - o Certificate of Occupancy



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Port Vincent, LA 70726
225.698.1600
info@qesla.com
www.qesla.com

- Deed recordation of Acknowledgement of Conditions
- Flood Insurance declaration page
- Statement in closeout letter stating action was taken to address environmental conditions or explain why action was not required.
- Obtain certification from a building official or licensed design professional verifying that the structure was designed and constructed to the minimum standard of the two most recently published editions of the International Codes, or latest edition.
- Submission of permits, notices, correspondence, or other relevant documentation outlined in environmental project conditions (if applicable).
- Documentation that confirms the final square footage is within 10 percent of the original structure square footage at the time of closeout.
- Final and initial design plans.

TOTAL LUMP SUM FEE: **\$14,000.00**

Summary of Invoicing:

The above referenced tasks show an estimate of price and description of services provided to complete the project. The total lump sum of \$14,000 will be broken into percentage of completion payments and is justified by the above estimated prices and task descriptions.

Mitigation Reconstruction Payment Break down.

This work will be done on a percentage of completion basis. Any work outside of the approved scope of work listed above will only be completed with the Owner's approval and a signed change order. In such a case that a specific scope can be defined, a specific fee will be proposed.

All work will be billed on a monthly percentage of completion basis determined by the percentage of work completed. Payments to the Grant Manager (QES) for agreed services are due upon presentation of invoice for services rendered by the Grant Manager.

Additional work order, requested by the Owner, that are not included herein will be billed separately in accordance with the additional work order, and contract agreements.

The parties hereby agree that all applicable Florida Laws and statues will apply to the performance and enforcement of this agreement. The effective date of this agreement shall be the date upon which the last of the parties hereto executes this agreement.

Information produced and developed by Quality Engineering and Surveying, LLC shall be proprietary and shall be and remain the property of Quality Engineering and Surveying, LLC. Information and materials in the form of plans, specifications, instructions, and directions shall be disseminated to the Owner and Contractor to be used only for the purpose of construction of improvements within this project. No ownership or other rights shall be directed or implied by provision of this information and materials.

The opportunity to provide you with this proposal is greatly appreciated. If this proposal meets with





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Port Vincent, LA 70726
225.698.1600
info@qesla.com
www.qesla.com

your approval, please sign below, and return a copy to this office. If you should have any questions, please do not hesitate to contact me.

Sincerely,
QUALITY ENGINEERING & SURVEYING, LLC

Zachary Gibbons

Zachary Gibbons
Project Manager

By my signature below, I acknowledge that I have the authority to accept the scope, cost, terms, and conditions of Proposal 1911 for the proposed grant management fee, and I authorize QES Engineering & Surveying, LLC, to commence the scope of work described in that proposal. This proposal is valid throughout the completion of the project.

_____	_____	_____	_____
Authorized Signature	Date	Printed Name	Title

_____	_____	_____	_____
Address	City	State	Zip Code



QES Billing Rates
Effective 3/28/2023

General Engineering Rates

Principal Engineer	\$265.00/Hour
Engineering Dept Mgr.	\$225.00/Hour
Engineer VII	\$220.00/Hour
Engineer VI	\$210.00/Hour
Engineer V	\$195.00/Hour
Engineer IV	\$185.00/Hour
Engineer III	\$170.00/Hour
Engineer II	\$160.00/Hour
Engineer I	\$145.00/Hour
Residential Subdivision Mgr.	\$210.00/Hour
Landscape Architecture Dept Mgr.	\$195.00/Hour
Landscape Architect VI	\$190.00/Hour
Landscape Architect V	\$175.00/Hour
Landscape Architect IV	\$165.00/Hour
Landscape Architect III	\$150.00/Hour
Landscape Architect II	\$140.00/Hour
Landscape Architect I	\$125.00/Hour
Production Manager	\$170.00/Hour
CAD Technician VI/Designer II	\$160.00/Hour
CAD Technician V/Designer	\$145.00/Hour
CAD Technician IV	\$135.00/Hour
CAD Technician III	\$125.00/Hour
CAD Technician II	\$120.00/Hour
CAD Technician I	\$110.00/Hour

Project Management Services Rates

Principal Project Manager	\$240.00/Hour
Project Manager V	\$175.00/Hour
Project Manager IV	\$165.00/Hour
Project Manager III	\$150.00/Hour
Project Manager II	\$140.00/Hour
Project Manager I	\$125.00/Hour
Project Specialist	\$115.00/Hour

General Construction Services Rates

Construction Manager	\$125.00/Hour
Resident Inspector	\$95.00/Hour

Administrative Rates

Administrator	\$95.00/Hour
Clerical	\$65.00/Hour
Mileage	\$0.75/Mile

General Surveying Rates

Principal Land Surveyor	\$210.00/Hour
Professional Land Surveyor	\$185.00/Hour
Survey Intern	\$145.00/Hour
Survey Technician V	\$150.00/Hour
Survey Technician IV	\$140.00/Hour
Survey Technician III	\$125.00/Hour
Survey Technician II	\$120.00/Hour
Survey Technician I	\$115.00/Hour
Research Assistant	\$75.00/Hour
Drone Services	\$315.00/Hour
Hydro Services	\$3,750.00/Day
<i>*Half Day Minimum</i>	
Survey Crew (Add'l \$25/Hour for Survey MultiStation)	
One Man	\$150.00/Hour
Two Man	\$200.00/Hour
Three Man	\$225.00/Hour
Four Man	\$250.00/Hour
Party Chief	\$175.00/Hour
ATV / UTV (1)	\$95.00/Day

*****Rates subject to change annually upon review*****

Rates include instruments, tools, vehicles, stakes, and irons. Rates exclude costs for ATVs or materials for construction stake out. G.P.S. receivers and robotic total stations shall be charged as an additional man on survey crew. Specialty items (boat rental, public carrier fares, etc.) are at direct costs to be billed as cost plus 15% service fee to the client. Time for the project is charged on portal-to-portal basis. Overtime for all classifications, as noted above, except for principle shall be 1.5 times the hourly rate as shown above. Overtime rates for office personnel are effective for all times in excess of eight (8) hours per day and field personnel overtime rates are effective for all time in excess of ten (10) hours per day. Weekend Rates for all classifications, office personnel - Saturday and Sunday, field personnel - Friday through Sunday, shall be at a rate of two times the regular rates shown above.

Observed Holidays are as follows:

New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving and Friday after Thanksgiving, Christmas Eve and Christmas Day. In the event that the observed holiday falls on a weekend, then it will be observed on the following Monday. No services will be provided on the above observed holidays without prior arrangements.

The per diem rate (including meals) will be \$100.00 per day per person.

City of St. Augustine

Flood Mitigation Assistance (FMA) Program

April 24, 2023 Commission Meeting

Jessica L. Beach, P.E.
Chief Resilience Officer
Public Works Department



FMA Program Overview



Cost Share Information

Cost shares for the homeowner will vary depending on the validation of the structure and are pre-determined by FEMA in most cases.

Flood Mitigation Assistance (FMA) Program

- ❖ Cost share grant program with FEMA
- ❖ Elevate and/or reconstruct flood prone, at-risk structures:
 - SRL-Severe Repetitive Loss
 - RL- Repetitive Loss
- ❖ Applicants must be insured under the National Flood Insurance Program (NFIP).
- ❖ Nationally Competitive
- ❖ Program is Annual
- ❖ Application Cycle
 - Opens September 2023
 - Workshops coming early May
 - Residents can be working towards gathering application documents all year round and turn in at any time

Learn more at www.CityStAug.com/FMA

2022 FMA Program Overview



❖ Flood Mitigation Assistance (FMA) Program

- Fiscal Year '22 – Application Cycle:
- Over 80 properties interested in the program, 62 properties had complete applications that met the program requirements
- Applications Split into 2 for a better chance
 - 11 SRL/RL Properties – **\$2,250,530**
 - 50 Non SRL/RL – **\$10,102,914**
- City submitted applications to the State November 14th
- Applications have made it through state review and been submitted to FEMA for federal review
- Total funding request of **\$12,353,474** submitted that would be cost shared with FEMA if selected
- **Late August 2023 – estimated timeframe to know if selected**

2020 FMA Program Overview



❖ Flood Mitigation Assistance (FMA) Program

- Fiscal Year '20 Grant:
 - ✓ Awarded for demolition and reconstruction of one property on Arricola Avenue
 - ✓ FEMA Award Amount \$183,886.94, total estimated project cost is \$342,381.94
 - ✓ The property owner would request reimbursement at the end of the project from the City.
 - ✓ The City would then be reimbursed by the State (FEMA.)
 - ✓ Grant administration costs were not included in the initial application and was submitted before Quality Engineering and Surveying (QES) was retained by contract. Grant administration costs is \$14,000.
 - ✓ Seeking authorization to utilize General Funds for the full grant amount and grant administration costs.
 - ✓ Seeking approval for Resolution 2023-08, authorizing the City Manager to take administration actions regarding this program

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: April 13, 2023

RE: Resolution 2023-09 Flagler Memorial Presbyterian Church Grant Support

We received a request for support from Dr. Leslee Keys, on behalf of the Flagler Memorial Presbyterian Church, of their Special Category Grant application in the Development category to the Florida Division of Historical Resources for the rehabilitation and restoration of the Ingraham House structure.

Attached is Resolution 2023-09 for your consideration.

A handwritten signature in blue ink that reads "Darlene Galambos". The signature is fluid and cursive, with the first name "Darlene" and last name "Galambos" clearly distinguishable.

Darlene Galambos
City Clerk

RESOLUTION NO. 2023-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA SUPPORTING THE FLAGLER MEMORIAL PRESBYTERIAN CHURCH'S SPECIAL CATEGORY GRANT FOR THE INGRAHAM HOUSE'S REHABILITATION AND RESTORATION.

WHEREAS, on January 19, 1975, the Ingraham House was documented for the Florida Master Site File; and

WHEREAS, on August 2, 1983 the Ingraham House was included as a contributing structure in the Model Land Company National Register Historic District by the U.S. Department of the Interior; and

WHEREAS, the Ingraham House is significant as a representation of the Flagler-era architecture, for its Colonial Revival style construction by James McGuire and Joseph McDonald, and for its association with Henry Flagler; and

WHEREAS, the Ingraham House recognizes James E. Ingraham, Henry Flagler's "Chief Lieutenant" as Vice President for the Florida East Coast Railway, and President of the Model Land Company; and between 1915 and 1920, Ingraham served as St. Augustine's Mayor; and

WHEREAS, Hurricanes Matthew and Irma brought significant water and wind to the buildings which resulted in damage which threatened the integrity of the building envelope and architectural details, damage exacerbated by Hurricane Nicole.

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

Section 1. Support. The City of St. Augustine hereby fully supports the Flagler Memorial Presbyterian Church Society's Special Category Grant application in the Development category to the Florida Division of Historical Resources for the rehabilitation and restoration of the Ingraham House structure in accordance with the 2024-2025 Special Category Historic Preservation Grants, Formal Solicitation and Applications, April 1, 2023 through June 1, 2023.

PASSED AND ADOPTED by the City Commission for the City of St. Augustine,
Florida this _____ day of April 2023.

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

Nancy Sikes-Kline, Mayor

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan, P.E.
City Manager

DATE: April 13, 2023

RE: Agenda Item for April 24, 2023 City Commission Meeting
Acquisition of 5 South Street, Parcel ID No. 201230-0071
Associated with the Lake Maria Sanchez Flood Mitigation and Drainage Improvements Project

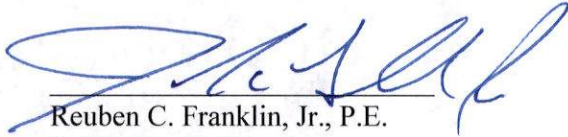
This agenda item presents the request to purchase property located at 5 South Street. This property is a critical piece in the overall design for the Lake Maria Sanchez Flood Mitigation and Drainage Improvements Project. As you are aware, the City has been under design for this project since 2018. The project hinges on construction of a bulkhead (seawall) along the northern and western sides of this property. The City has exhausted multiple design alternatives without this parcel. The most viable alternative is to make major modifications to South Street which would necessitate elevating the roadway an additional 3-feet to provide the necessary coastal surge protection benefit that the bulkhead would provide. This is not the ideal design option to make major modifications to the roadway, but it is technically feasible. The property owner has accepted a formal offer from the City for purchase of their property based on the appraisal report value. The City's intent would be to remove the existing structure on the property, this would allow for access to the area during construction to install the necessary bulkhead. Upon completion of the project, the property would be converted to a pocket park as part of the project design. City staff would come back to the Commission to officially name the park in honor of the Connors and their legacy as they have been a part of the neighborhood for generations.

The overall Lake Maria Sanchez Flood Mitigation and Drainage Improvement Project will provide substantial improvements to the entire neighborhood which suffers significant flooding. We can improve the daily quality of life for residents and businesses by the reduction in nuisance and storm flooding, and associated damages. The overall project includes reconstruction of the core streets (Cordova, Bridge, Granada) with improved stormwater lines, water lines, sewer lines, sidewalks and asphalt. A pumping system will be constructed along South Street so that the roads can drain and stay dry during high tides. A number of one-way tide check valves would be installed within the stormwater outfall pipes associated with the project. Finally, a bulkhead is proposed around the upland/wetland interface to provide coastal surge protection. This bulkhead is currently designed along Washington Street, South Street and involves several private properties located along the marsh on Marine Street. The City is underway with appraisals for the remaining properties associated with the proposed design for the bulkhead. Upon completion of the appraisals, the City will commence negotiations with those additional property owners.

The City has also been awarded additional funding to support the construction costs for this project. Through the Florida Department of Environmental Protection's Resilient Florida program, the City has been awarded \$ 19,995,928.14 to go towards the construction costs. The current grant stipulation is that the project has to be completed in 2026. Therefore, it is critical that the City solidify the necessary easements and/or acquisitions needed to finish the design and begin the permitting process that will allow us to start construction and complete the project in accordance with the grant funding.

We are requesting the Commission's authorization to purchase this property with the use of the General Fund Unrestricted Reserves. As part of that request, we would include the authorization for the City Manager to acquire the property for the not-to-exceed appraisal price of \$1,150,000 and any incidental costs associated with the acquisition such as recording of the warranty deed, title work, and survey. The authorization to proceed with the purchase, would be contingent upon obtaining a warranty deed, clear title, and a survey. The title work would be conducted by Knights Berry Title Company.

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



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

Enclosures: Official Offer Letter
 Acceptance to Offer Letter
 Appraisal Report
 Exhibit A – Project Map

cc: David Birchim, Assistant City Manager
 Jessica Beach, Chief Resilience Officer
 Isabelle Lopez, City Attorney
 Mark E. Simpson, Finance Director



CITY OF
ST. AUGUSTINE.
EST. 1665

VIA EMAIL

March 23, 2023

John Connor
Trustee to the Margaret M. Connor, Connor Living Trust
5 South Street
Saint Augustine FL 32084
Email: connorjd1@gmail.com

Re: 5 South Street Proposed Bulkhead Construction

Dear Mr. Connor,

As we have discussed in the past, the City of St. Augustine is interested in entering into a voluntary, arms-length purchase of your real property at 5 South Street, PIN 201230-0071. We have previously shared with you the appraisal obtained by the City on the property. At this time I am willing to recommend to the City Commission that the City purchase this property for the appraised value of \$1,150,000, contingent on obtaining a warranty deed, clear title, and a survey. Customary costs to the seller would include excise taxes (doc stamps), property taxes due at the time of transfer, and the costs of a warranty deed and title insurance. The City has already paid for the appraisal and would pay for the cost of the survey and recording fees. It is our understanding that no real estate agent or broker fees are due. The City Commission ultimately must approve the purchase of the property at a public meeting therefore this offer is contingent on their approval. Please respond with your acceptance of this contingent offer at your earliest convenience.

We sincerely appreciate you willing to meet with the City to discuss these options. We look forward to working with you on this matter. If you need any additional information, please do not hesitate to call me at (904) 669-1873.

Sincerely,

John P. Regan, P.E.
City Manager
P.O. Box 210
St. Augustine, FL 32085

cc: Reuben C. Franklin, Jr., P.E., Public Works Director
Jessica L. Beach, P.E., Project Manager
Isabelle C. Lopez, City Attorney

Jessica Beach

From: John Connor <connorjd1@gmail.com>
Sent: Tuesday, April 4, 2023 7:31 AM
To: Jessica Beach
Cc: John Regan; Reuben Franklin; Isabelle Lopez; Lucy Fountain; David Birchim
Subject: Re: Maria Sanchez Flood Mitigation Project

Good morning, In reference to the offer to purchase 5 South Street for \$1,150,000.00. The family is in agreement with the city's offer. Go ahead and proceed for Board approval. Call or email if you need any additional information.

John Connor, on behalf of Margaret Connor and the Connor Living Trust
(904)669-6788

On Fri, Mar 24, 2023 at 8:40 AM Jessica Beach <jbeach@citystaug.com> wrote:

Good morning Mr. Connor,

Please find attached the City's follow up letter to our recent phone conversation. I've also attached the appraisal report that we received. We look forward to working with you on this matter. If you have any additional questions, don't hesitate to reach out.

Sincerely,

Jessica L. Beach, P.E.

Chief Resilience Officer

E: jbeach@citystaug.com | M: 904.209.4227 | W: www.CityStAug.com



City of St. Augustine
P.O. Box 210

St. Augustine, FL 32085



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. If your email communication is related to official government business, it may therefore be subject to public disclosure.

From: John Connor <connorjd1@gmail.com>
Sent: Tuesday, January 31, 2023 7:04 AM
To: Jessica Beach <jbeach@citystaug.com>
Cc: John Regan <jregan@citystaug.com>; Reuben Franklin <rfranklin@citystaug.com>; Isabelle Lopez <ilopez@citystaug.com>
Subject: Re: Maria Sanchez Flood Mitigation Project

Thank you for the update.

On Wed, Jan 25, 2023 at 2:31 PM Jessica Beach <jbeach@citystaug.com> wrote:

Good afternoon Mr. Connor,

Please find attached a follow up letter to our meeting. We are working on the appraisals as the next step and I'll be reaching out to you to coordinate any access that may be needed. I've copied City staff on this email that were listed on the letter. If you have any additional questions, just let me know.

We appreciate your time and meeting with City staff.

Sincerely,

Jessica L. Beach, P.E.

Chief Resilience Officer

E: jbeach@citystaug.com | M: 904.209.4227 | W: www.CityStAug.com



City of St. Augustine

P.O. Box 210

St. Augustine, FL 32085



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From: Reuben Franklin <rfranklin@citystaug.com>

Sent: Monday, December 19, 2022 4:07 PM

To: connorjd1@gmail.com

Cc: Jessica Beach <jbeach@citystaug.com>; John Regan <jregan@citystaug.com>

Subject: Maria Sanchez Flood Mitigation Project

Good Afternoon Mr. Connor,

Per our conversation today, I understand you received the certified letter regarding the subject project. We are looking forward to sitting down with to go over the details and options to successfully complete the project. I'd like to setup a meeting in the new year, tentatively, January 10, 2023, at 10am at City Hall. I hope you and your family enjoy the holidays.

Best Regards,

Reuben C. Franklin Jr., P.E.

Public Works Director

E: rfranklin@citystaug.com | O: 904.209.4279 | W: www.CityStAug.com



City of St. Augustine

P.O. Box 210

St. Augustine, FL 32085





APPRAISAL OF REAL PROPERTY

LOCATED AT:

5 South St
(7-1) CITY OF ST AUG PART OF BLK 43-B - FILLED MARSH LYING W OF LAND IN OR386/1 44 C
Saint Augustine, FL 32084

FOR:

City of Saint Augustine
PO Box 210
St Augustine, FL 32085-0210

AS OF:

03/06/2023

BY:

Jeff W. Taylor
Cert Res RD 1777

Jeff Taylor
2449 Oleander Street
St. Augustine, Florida 32080
904-540-0404 Fax 904-471-7229

03/06/2023

City of Saint Augustine
PO Box 210
St Augustine, FL 32085-0210

Re: Property: 5 South St
Saint Augustine, FL 32084
Borrower:
File No.: 10664

In accordance with your request, I have appraised the above referenced property. The report of that appraisal is attached.

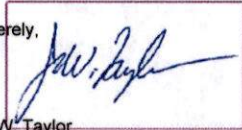
The purpose of this appraisal is to estimate the market value of the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The value conclusions reported are as of the effective date stated in the body of the report and contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me if I can be of additional service to you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeff W. Taylor", is enclosed within a rectangular red border.

Jeff W. Taylor
State-Certified Residential Appraiser
Cert Res RD 1777

FROM: Jeff Taylor 2449 Oleander Street Saint Augustine, FL 32080 Telephone Number: Fax Number:		INVOICE													
TO: Jessica Beach City of Saint Augustine PO Box 210 St Augustine, FL 32085-0210 Telephone Number: Fax Number: Alternate Number: E-Mail: jbeach@citystaug.com		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="text-align: center;">INVOICE NUMBER</td></tr> <tr><td style="text-align: center;">10664</td></tr> <tr><td style="text-align: center;">DATE</td></tr> <tr><td style="text-align: center;">03/06/2023</td></tr> <tr><td style="text-align: center;">REFERENCE</td></tr> <tr><td>Internal Order #:</td></tr> <tr><td>Lender Case #:</td></tr> <tr><td>Client File #: 20230683</td></tr> <tr><td>Main File # on form: 10664</td></tr> <tr><td>Other File # on form: 20230683</td></tr> <tr><td>Federal Tax ID:</td></tr> <tr><td>Employer ID:</td></tr> </table>		INVOICE NUMBER	10664	DATE	03/06/2023	REFERENCE	Internal Order #:	Lender Case #:	Client File #: 20230683	Main File # on form: 10664	Other File # on form: 20230683	Federal Tax ID:	Employer ID:
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DESCRIPTION															
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Appraisal Report		750.00													
SUBTOTAL		750.00													
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SUBTOTAL			0												
Thank you for your business!			TOTAL DUE \$ 750.00												

20230683

File No.: 10664

RESIDENTIAL APPRAISAL SUMMARY REPORT

SUBJECT	Property Address: 5 South St		City: Saint Augustine		State: FL		Zip Code: 32084																																																																																																																																																																																														
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	OR386/1 44 OR2885/1665		Assessor's Parcel #: 201230-0071																																																																																																																																																																																																		
	Tax Year: 2022		R.E. Taxes: \$ 2,443		Special Assessments: \$ 0		Borrower (if applicable):																																																																																																																																																																																														
ASSIGNMENT	Current Owner of Record: Margaret M Connor		Occupant: ☒ Owner ☐ Tenant ☐ Vacant		☐ Manufactured Housing																																																																																																																																																																																																
	Project Type: ☐ PUD ☐ Condominium ☐ Cooperative ☐ Other (describe)		HOA: \$		☐ per year ☐ per month																																																																																																																																																																																																
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Market Area Boundaries, Description, and Market Conditions (including support for the above characteristics and trends):																																																																																																																																																																																																					
Market area boundaries are Boundaries are Cerro Street to the south, Riberia Street to the west, Washington Street to the east and Cedar Street to the north. No detrimental factors were noted. No unfavorable factors were noted. Medical services, shopping and most other facilities area located within a short drive. Favorable factors include the subjects close proximity to the downtown historic area of St. Augustine and the beaches of the Atlantic Ocean. Subject is not considered to be an over or under/overimprovement for the neighborhood.																																																																																																																																																																																																					
DESCRIPTION OF THE IMPROVEMENTS	Dimensions: Irregular Site Area: .79 ac Zoning Classification: RS-2 Description: Single family residential Zoning Compliance: ☒ Legal ☐ Legal nonconforming (grandfathered) ☐ Illegal ☐ No zoning Are CC&Rs applicable? ☐ Yes ☒ No ☐ Unknown Have the documents been reviewed? ☐ Yes ☐ No Ground Rent (if applicable) \$ / Highest & Best Use as Improved: ☒ Present use, or ☐ Other use (explain) Actual Use as of Effective Date: Single family residence Use as appraised in this report: Single family residence Summary of Highest & Best Use: Highest and best use of the property is considered to be a single family residence.																																																																																																																																																																																																				
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Other site elements: ☐ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe) FEMA Specif Flood Hazard Area ☒ Yes ☐ No FEMA Flood Zone AE FEMA Map # 12109C0318J FEMA Map Date 12/7/2018 Site Comments: There were no apparent adverse easements, encroachments, nor adverse external conditions noted by a physical inspection of the subject site. No survey was provided. Subject site offers tidal creek/marsh views. Approximately 14,000 sf of the usable/buildable with the remainder lying i the marshland.																																																																																																																																																																																																					
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File No.: 10664

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): Public Records, Metro Market Trends and St. Augustine/St. Johns County Multiple Listing Service

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/transfer:	Subject transactions noted within the last
Date: N/A	three years noted. Transfers of the comparables within one year prior to sale are: comparable one,	
Price: N/A	none; comparable two. none; comparable three. none.	

2nd Prior Subject Sale/Transfer

Date:

Debit
Credit

Source(s):

SALES COMPARISON APPROACH TO VALUE (if developed)

The Sales Comparison Approach was not developed for this appraisal.

FEATURE		SUBJECT		COMPARABLE SALE # 1		COMPARABLE SALE # 2		COMPARABLE SALE # 3	
Address 5 South St Saint Augustine, FL 32084		115 Washington St Saint Augustine, FL 32084		342 Charlotte St Saint Augustine, FL 32084		170 Washington St Saint Augustine, FL 32084			
Proximity to Subject		0.26 miles NW		0.07 miles N		0.13 miles SW			
Sale Price		\$ 950,000		\$ 925,000		\$ 1,200,000			
Sale Price/GLA		\$ 584.98 /sq.ft.		\$ 480.02 /sq.ft.		\$ 466.02 /sq.ft.			
Data Source(s)		MLS 224955		MLS 227710		MLS 218990			
Verification Source(s)		Public records		OR 5607/35 & public records		OR 5706/1321 & public records			
VALUE ADJUSTMENTS		DESCRIPTION		+(-) \$ Adjust		+(-) \$ Adjust			
Sales or Financing		Armlth		Armlth		Armlth			
Concessions		Conv:0		Cash:0		Conv:0			
Date of Sale/Time		07/2022		02/2023		02/2022			
Rights Appraised		Fee Simple		Fee Simple		Fee Simple			
Location		Urban		Urban		N;Res;			
Site		.79 ac,14,000 usbl		6098 sf		7,841 sf			
View		Marsh/Creek		Lake		Marsh/Creek			
Design (Style)		Ranch		Traditional		Coastal			
Quality of Construction		Average+		Inferior		Superior			
Age		45		113		10			
Condition		Average		Inferior		Superior			
Above Grade		Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths			
Room Count		7 3 2.0		6 3 2.0		8 3 3.0			
Gross Living Area		1,766 sq.ft.		1,624 sq.ft.		1,927 sq.ft.			
Basement & Finished		0sf		0sf		0sf			
Rooms Below Grade		0		0		0			
Functional Utility		Average		Average		Average			
Heating/Cooling		Central Heat/Air		Central Heat/Air		Central Heat/Air			
Energy Efficient Items		Average		Average		Average			
Garage/Carport		Garage-2		Garage-2		Garage-2			
Porch/Patio/Deck		Screen porch		Guest house,Pool		Patio, Fence,Fpls			
Porch/Patio/Deck/FP		Entry, Fireplace		Entry porch		Covered porches			
Net Adjustment (Total)		☒ + ☐ - \$ 167,800		☒ + ☐ - \$ 183,400		☒ + ☐ - \$ 7,400			
Adjusted Sale Price of Comparables		\$ 1,117,800		\$ 1,108,400		\$ 1,207,400			

Summary of Sales Comparison Approach

The comparables are similar in style and market appeal and have closed within the last thirteen months.

Comparable four is over one mile but is similar in location and appeal and brackets the estimated site value. Site adjustments are reflective of variances in views, size along with historical data. Usable portion of the site for the subject is approximately 14,000 sf. Comparable one underwent extensive renovations/upgrades prior to sale. Porch/patio adjustments are combined and reflected on the second line. Effective ages are considered in the condition adjustments. Sales used are considered to be the best of many examined and are given similar weight with no one sale being considered more representative of the subject.

Indicated Value by Sales Comparison Approach \$

1 150 000

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File No.: 10664

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File No.: 10664

SALES COMPARISON APPROACH

Supplemental Addendum

File No. 10664

Borrower					
Property Address	5 South St				
City	Saint Augustine	County	St Johns	State	FL Zip Code 32084
Lender/Client	City of Saint Augustine				

Definition of Inspection:

The term "Inspection", as used in this report, is not the same level of inspection that is required for a "Professional Home Inspection". The appraiser does not fully inspect the electrical system, plumbing system, mechanical systems, foundation system, floor structure, or subfloor. The appraiser is not an expert in construction materials, and the purpose of the appraisal is to make an economic evaluation of the subject property. If the clients needs a more detailed inspection of the property, a home inspection, by a qualified Professional Home Inspector, is recommended.

Definition of Intended Use and Intended User:

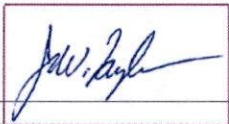
The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a purchase sale, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional intended Users are identified by the appraiser.

Exposure Time:

A reasonable exposure time for the subject property when offered for sale at the estimated opinion of market value three to six months.

Three Year Appraisal History:

I have not performed an appraisal or any other services on the subject property within the past three years.

Signature		Signature	_____
Name	Jeff W. Taylor	Name	_____
Date Signed	03/10/2023	Date Signed	_____
State Certification #	Cert Res RD1777	State Certification #	_____
Or State License #	_____	Or State License #	_____
State	FL	State	_____
State	_____	State	_____

Supplemental Addendum

File No. 10664

Borrower					
Property Address	5 South St				
City	Saint Augustine	County	St Johns	State	FL Zip Code 32084
Lender/Client	City of Saint Augustine				

Scope of the Appraisal:

1. Unless otherwise noted in the report, a walk through inspection of the subject property was made by the appraiser. The tax information and zoning are confirmed by the local government agency.
2. Sales and listings information is gathered and confirmed primarily through area Multiple Listing Service (MLS) and/or appraisers files, local Realtors, Metro Market Trends and/or the St. Johns County property appraisers web site. Typically, the search is limited to the subject's neighborhood and the one year period prior to the effective date of the appraisal date. If the initial market data search proves inadequate, then the geographic area of the search is enlarged and/or the time period extended.
3. This is a Appraisal Report.
4. This report is intended for use only by the client specified in this report. Use of this report by others is not intended by the appraiser.
5. The subject property is a single family home. This appraisal is made "as is".

I certify that, to the best of my knowledge and belief:

- the statements of fact contained in this report are true and correct.
- the reported analyses, opinions, and conclusions are limited only by reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions
- I have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or the specified) personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- my analyses, opinions, and conclusions were developed, and the report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- I have made a personal inspection of the property that is the subject of this report.
- no one provided significant real property appraisal assistance to the person signing this certification.

-Comparable search criteria is initially based on +/- 20% the subjects gross living area along with a timeline of twelve months prior to the inspection date that are located in the subjects immediate market area. Parameters may be expanded as needed do to the lack of recent similar comparable sales or as needed for bracketing purposes.

-Appraiser measures to one inch while county property appraiser rounds measurements to even feet, and NOT ALWAYS CORRECTLY, any variance between gross living area could be directly related to this variance.

-Note that condition adjustments WILL NOT always be the same for matching condition ratings as each rating includes a number of criteria which will not all always match between homes. Adjustments are based on the amount of reported updating, remodeling or deficiencies reported, available photos and estimated based on the reported data on a house by house basis. The same is possible for quality of construction ratings. Although a property may be considered to be the same overall quality of construction rating there could be small variances in interior/exterior upgrades that warrant an adjustment but that are not considered to be substantial enough to warrant a different overall rating.

- Highest And Best Use: is the reasonably probable and legal use of vacant land or an improved property, which physically possible, appropriately supported, financially feasible, and that result in the highest value. The four criteria the highest and best use must meet are legal permissible, physically possible, financial feasible, and maximum profitability.

Signature

Name Jeff W. Taylor

Date Signed 03/10/2023

State Certification # Cert Res RD1777

State FL

Or State License #

State

Signature

Name

Date Signed

State Certification #

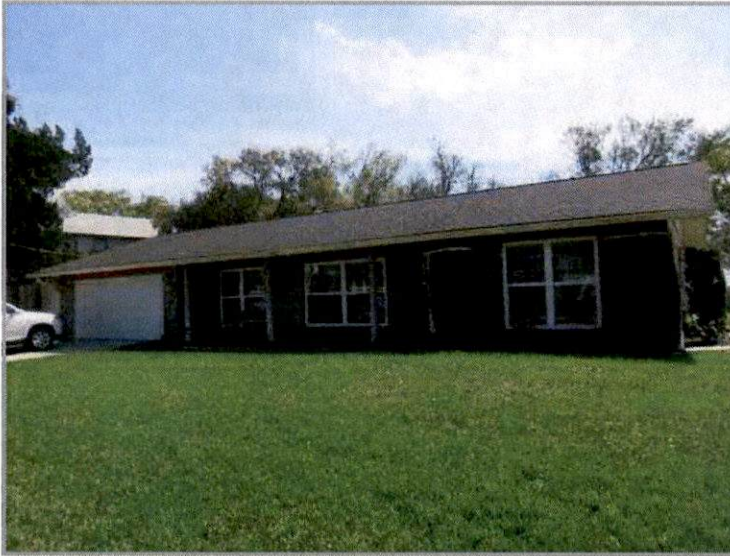
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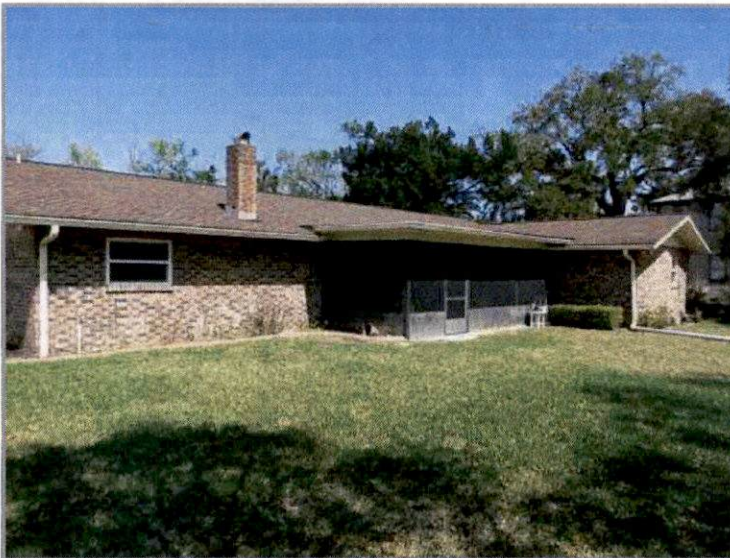
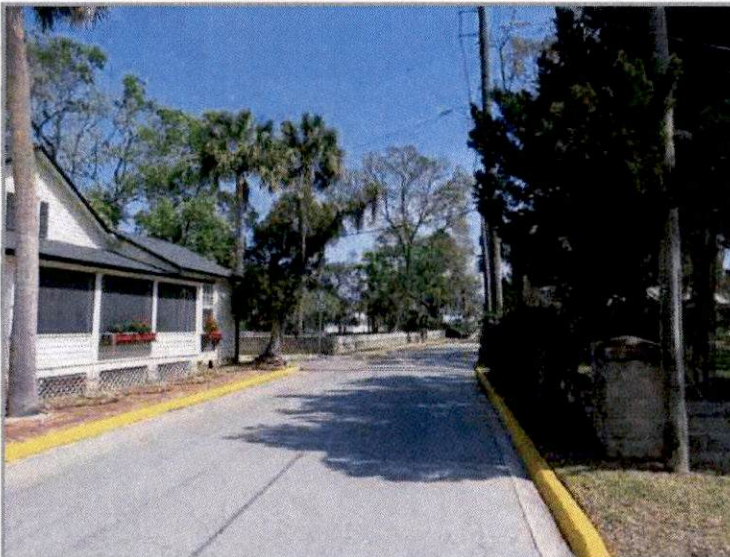
State

Subject Photo Page

Borrower						
Property Address	5 South St					
City	Saint Augustine	County	St Johns	State	FL	Zip Code 32084
Lender/Client	City of Saint Augustine					

**Subject Front**

5 South St
 Sales Price
 Gross Living Area 1,766
 Total Rooms 7
 Total Bedrooms 3
 Total Bathrooms 2.0
 Location Urban
 View Marsh/Creek
 Site .79 ac, 14,000 usbl
 Quality Average+
 Age 45

**Subject Rear****Subject Street**

Interior Photos

Borrower						
Property Address	5 South St					
City	Saint Augustine	County	St Johns	State	FL	Zip Code 32084
Lender/Client	City of Saint Augustine					



View



View



Bath



Bedroom



Bedroom



Living Room



Dining Room



Kitchen



Family room



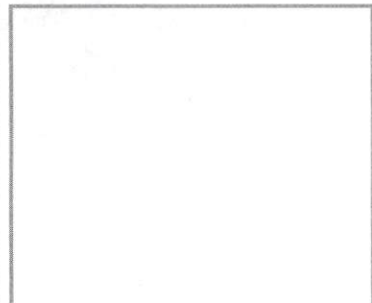
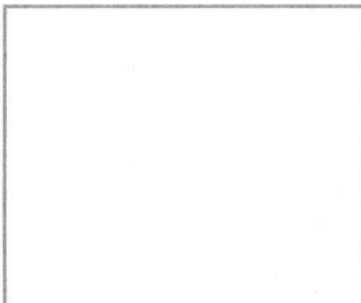
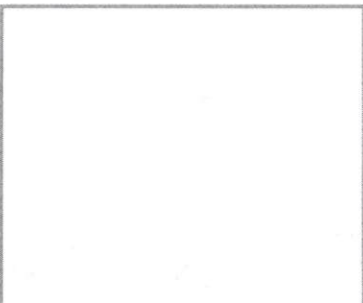
Utility



Master Bedroom



Master Bath



Comparable Photo Page

Borrower						
Property Address	5 South St					
City	Saint Augustine	County	St Johns	State	FL	Zip Code 32084
Lender/Client	City of Saint Augustine					



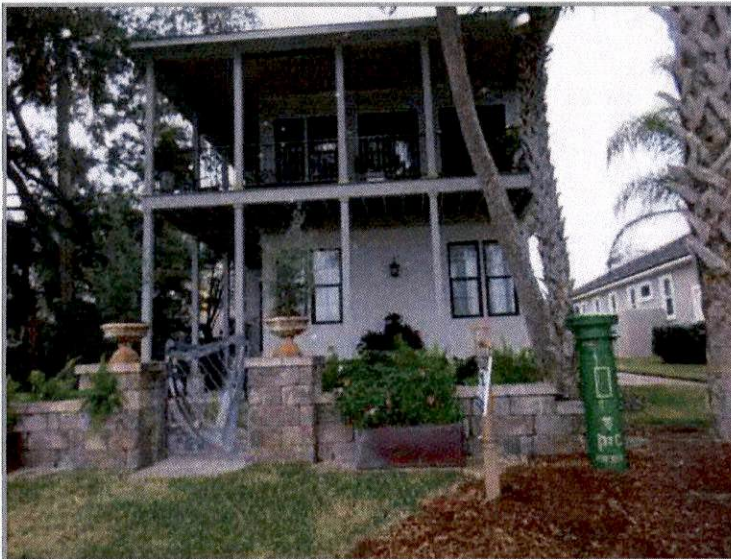
Comparable 1

115 Washington St	
Prox. to Subject	0.26 miles NW
Sale Price	950,000
Gross Living Area	1,624
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	2.0
Location	Urban
View	Lake
Site	6098 sf
Quality	Average+
Age	97



Comparable 2

342 Charlotte St	
Prox. to Subject	0.07 miles N
Sale Price	925,000
Gross Living Area	1,927
Total Rooms	6
Total Bedrooms	3
Total Bathrooms	3.0
Location	Urban
View	Lake
Site	7,841 sf
Quality	Inferior
Age	113



Comparable 3

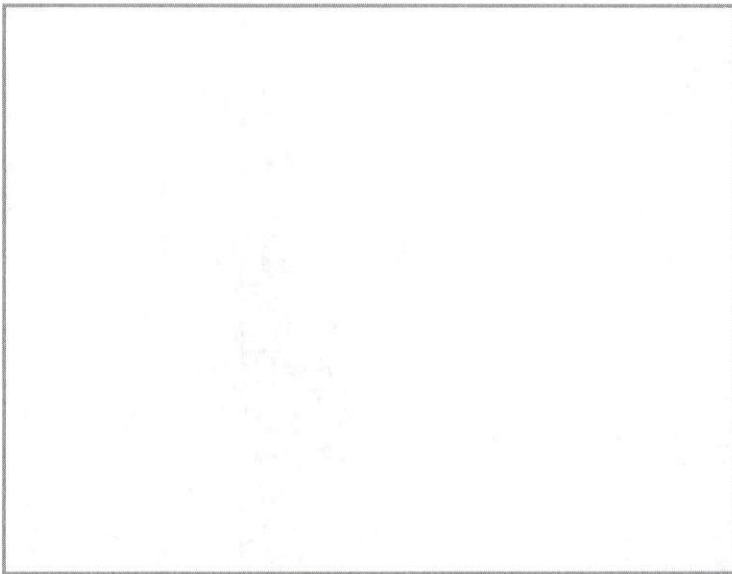
170 Washington St	
Prox. to Subject	0.13 miles SW
Sale Price	1,200,000
Gross Living Area	2,575
Total Rooms	8
Total Bedrooms	3
Total Bathrooms	3.0
Location	N;Res;
View	Marsh/Creek
Site	7,841 sf
Quality	Superior
Age	10

Comparable Photo Page

Borrower					
Property Address	5 South St				
City	Saint Augustine	County	St Johns	State	FL Zip Code 32084
Lender/Client	City of Saint Augustine				

**Comparable 4**

35 Shenandoah St
 Prox. to Subject 1.18 miles N
 Sale Price 1,270,000
 Gross Living Area 1,516
 Total Rooms 5
 Total Bedrooms 2
 Total Bathrooms 2.0
 Location Urban
 View Riverfront
 Site 13,068 sf
 Quality Inferior
 Age 103

**Comparable 5**

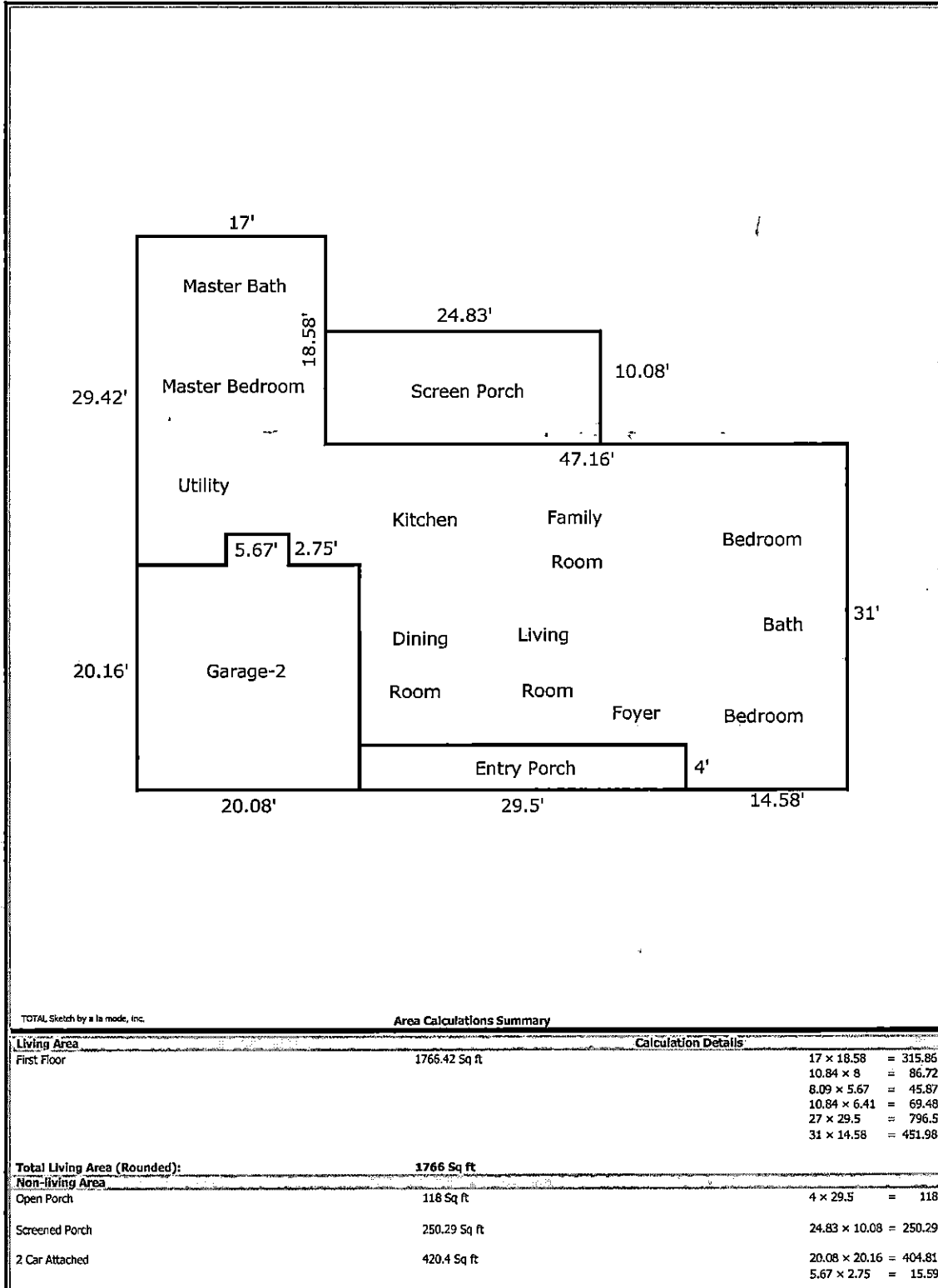
Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

**Comparable 6**

Prox. to Subject
 Sale Price
 Gross Living Area
 Total Rooms
 Total Bedrooms
 Total Bathrooms
 Location
 View
 Site
 Quality
 Age

Building Sketch

Borrower						
Property Address	5 South St					
City	Saint Augustine	County	St Johns	State	FL	Zip Code 32084
Lender/Client	City of Saint Augustine					



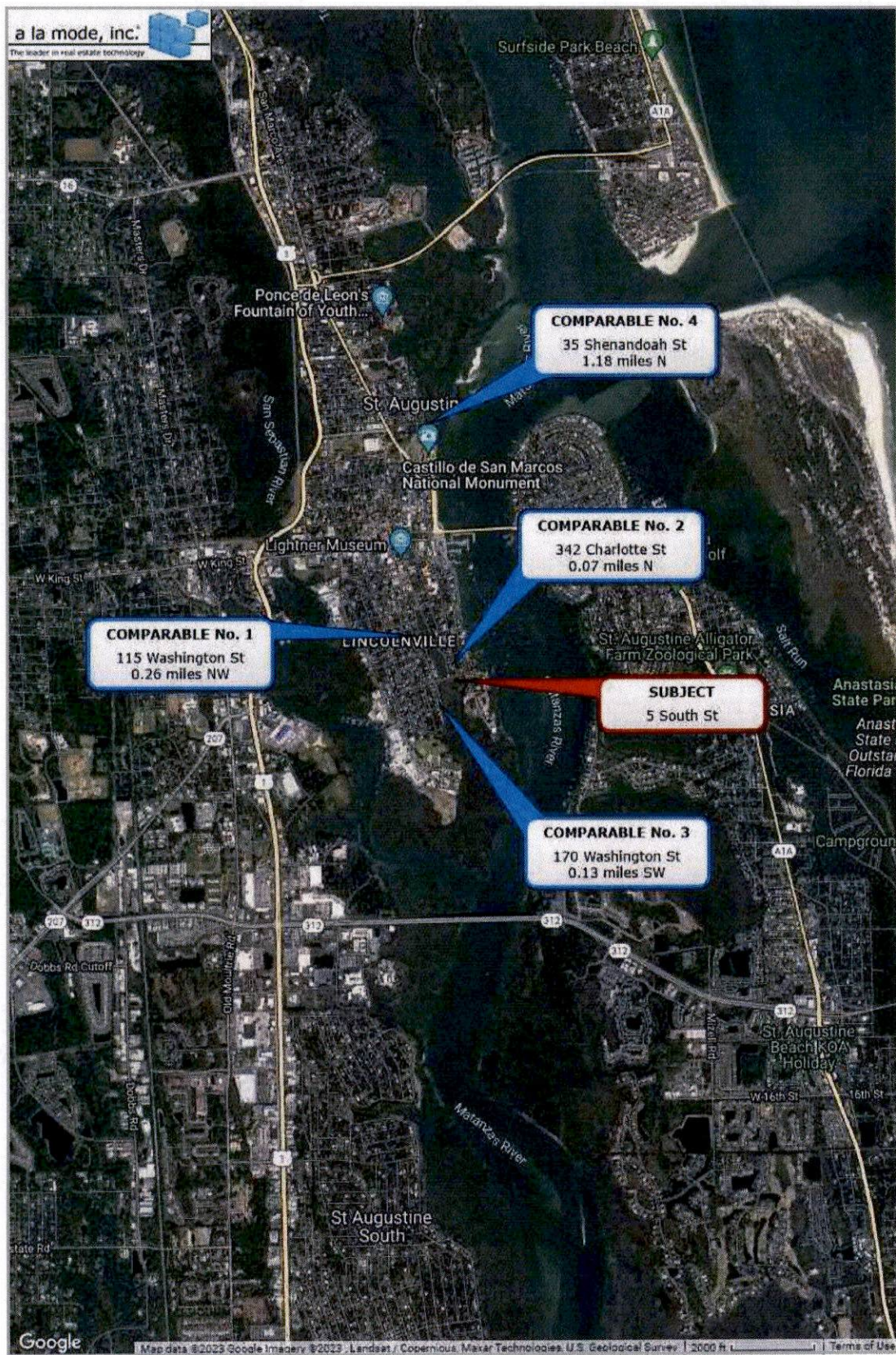
Location Map

Borrower						
Property Address	5 South St					
City	Saint Augustine	County	St Johns	State	FL	Zip Code 32084
Lender/Client	City of Saint Augustine					



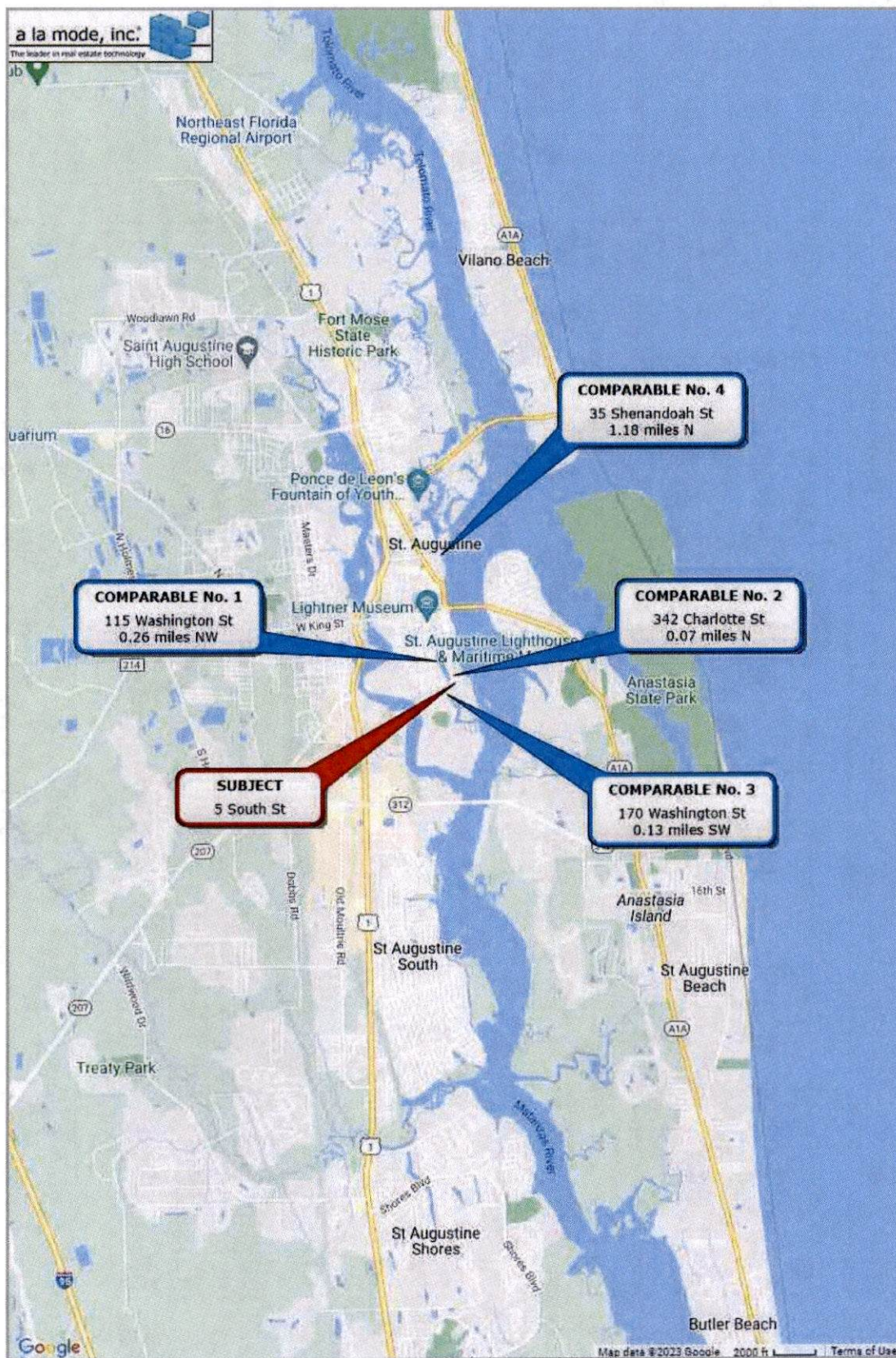
Location Map

Borrower						
Property Address	5 South St					
City	Saint Augustine	County	St Johns	State	FL	Zip Code 32084
Lender/Client	City of Saint Augustine					



Location Map

Borrower					
Property Address	5 South St				
City	Saint Augustine	County	St Johns	State	FL Zip Code 32084
Lender/Client	City of Saint Augustine				



DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale. (Source: FIDIC Interagency Appraisal and Evaluation Guidelines, October 27, 1994.)

* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is valued on the basis of it being under responsible ownership.
2. Any sketch provided in the appraisal report may show approximate dimensions of the improvements and is included only to assist the reader of the report in visualizing the property. The appraiser has made no survey of the property.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. Any distribution of valuation between land and improvements in the report applies only under the existing program of utilization. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
5. The appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous waste, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. This appraisal report must not be considered an environmental assessment of the subject property.
6. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
7. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
8. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
9. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgage or its successors and assigns, the mortgage insurer, consultants, professional appraisal organizations, any state or federally approved financial institution, or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
10. The appraiser is not an employee of the company or individual(s) ordering this report and compensation is not contingent upon the reporting of a predetermined value or direction of value or upon an action or event resulting from the analysis, opinions, conclusions, or the use of this report. This assignment is not based on a required minimum, specific valuation, or the approval of a loan.

20230683

File No. 10664

CERTIFICATION: The appraiser certifies and agrees that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial and unbiased professional analyses, opinions, and conclusions.
3. Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
9. Unless otherwise indicated, I have made a personal inspection of the interior and exterior areas of the property that is the subject of this report, and the exteriors of all properties listed as comparables.
10. Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

ADDRESS OF PROPERTY ANALYZED:

5 South St, Saint Augustine, FL 32084

APPRAISER:

Signature:

Name: Jeff W. Taylor

Title:

State Certification #: Cert Res RD1777

or State License #:

State: FL Expiration Date of Certification or License: 11/30/2024

Date Signed: 03/10/2023

SUPERVISORY or CO-APPRAISER (If applicable):

Signature:

Name:

Title:

State Certification #:

or State License #:

State: Expiration Date of Certification or License:

Date Signed:

☐ Did ☐ Did Not Inspect Property

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: April 13, 2023

RE: **CITY MANAGER EMPLOYMENT CONTRACT TEMPLATE**

The City Manager position is a contract position selected by the City Commission. The terms of the current City Manager contract have been updated to reflect changes in the law and is being provided as a template for the next City Manager.

If this template is approved by the City Commission, it will be the contract for the next City Manager. The City Commission will specify the name of the new City Manager and the salary at a future City Commission meeting and authorize the Mayor to execute the contract.

Candidates for City Manager should review these terms and be ready to state whether they agree to the terms, or request changes to the template contract during their presentation. Should a candidate not request any changes, they will be deemed to have accepted the terms of the template contract and no further changes will be considered prior to execution of the contract other than the salary.

Please place approval of the template contract as the second item following candidate presentations on the agenda for the April 24th City Commission meeting.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

xc: Meredith Breidenstein, Assistant City Manager
David Birchim, Assistant City Manager
Darlene Galambos, City Clerk

Agenda Title:

Review and approval of the City Manager employment contract template.

EMPLOYMENT AGREEMENT

This Agreement, made and entered into this _____ day of _____, 2023, by and between the **CITY OF ST. AUGUSTINE**, St. Johns County, Florida, a municipal corporation, (hereinafter called "Employer") and _____, an individual who has the education, training, and experience in local government management, (hereinafter called "Employee"), both of whom agree as follows:

Section 1: Term.

The Initial Term of this Agreement is a five (5) year period commencing on _____, 2023. At the expiration of the Initial Term and each Term thereafter, this Agreement shall automatically renew upon expiration of the current Term for an additional five (5) year Term unless either party gives notice that it does not intend to renew the Agreement at least twelve (12) months prior to the expiration of the current Term. In the event the Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the current Term of the Agreement unless Employee voluntarily resigns. In the event that the Employee is terminated, as defined in Section 8 of this Agreement, the Employee shall be entitled to all compensation, including salary, accrued vacation, sick leave and any other benefits, together paid in lump sum, plus continuation of all benefits, as described in Section 9 of this Agreement.

Section 2: Duties and Authority.

Employer agrees to employ _____ as CITY MANAGER to perform the functions and duties as specified in the Charter of the City of St. Augustine, Florida and by the City of St. Augustine code and to perform other legally permissible and proper duties and functions.

Section 3: Compensation.

- A. Base Salary: Employer agrees to pay Employee an annual base salary of \$_____ payable in installments at the same time that the other management employees of the Employer are paid.
- B. This Agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies.
- C. Consideration shall be given on an annual basis to increase compensation. Adjustments to annual salary are to be determined in conjunction with the passage of the City's annual budget.

Section 4: Health, Disability, and Life Insurance Benefits.

- A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for Employee and his/her dependents equal to that which is provided to all other employees of the City.
- B. The Employer agrees to continue in force from a reputable company to make required premium payments for long-term disability coverage for the Employee in an amount equal to that provided to all other City Employees.

- C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.
- D. The Employer shall pay the amount of premium due for term life insurance equal to that which is provided to all other City employees pursuant to City policy. The Employee shall name the beneficiary of the life insurance policy.

Section 5: Vacation and Sick Leave.

- A. The Employee shall be credited with sick and vacation leave in accordance with City policies. Due to the stress and responsibility of the job, Employer grants one additional week of vacation time per year above that allowed to all other City employees, which will be accrued on a bi-weekly basis.
- B. Employee is entitled to accrue all unused leave in accordance with City policy and in the event Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued vacation time, sick leave, and other benefits to date.

Section 6: Automobile.

The Employee's duties require exclusive and unrestricted use of an automobile to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by Employer which shall not be withheld without good cause. The vehicle shall remain within St. Johns County, Florida, for any personal use by Employee. Personal use includes but is not limited to, stops at the grocery store, health gym and other similar daily activities.

Section 7: Retirement.

The Employee shall remain in the City's defined benefit retirement plan pursuant to City policy.

Section 8: Termination.

For the purpose of this Agreement, termination shall occur in the event of one or more of the following events:

- A. The majority of the governing body votes to terminate the Employee at a duly authorized public meeting.
- B. If the Employer, citizens, or legislature acts to amend any provision of the City Charter pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
- C. If the Employer reduces the base salary, compensation, or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and Employee shall have the right to declare that such reduction constitutes termination.
- D. If the Employee resigns following an offer to accept resignation, whether formally or informally given, by the Employer and representing the decision of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the decision.

- E. In the event one party places the other party on notice of a breach of this Agreement, the other party shall have thirty (30) days after the receipt of such notice to cure the noticed breach. After passage of the thirty (30) day cure period and if the breach has not been cured, the first party may declare a breach. Written notice of a breach of this Agreement shall be provided in accordance with the provisions of Section 13 of this Agreement.

Section 9: Severance.

Severance shall be paid to the Employee when employment is terminated as defined in Section 8. Consistent with Chapter 215.425, Florida Statutes, if the Employee is terminated, the Employer shall provide severance payment of an amount not to exceed greater than twenty (20) weeks' salary at the Employee's current rate of pay. This severance shall be paid in a lump sum unless otherwise agreed to by the Employer and Employee. If the Employee is terminated because of misconduct, as defined in Chapter 443.036(29), Florida Statutes, then the Employer is prohibited from paying severance under this section. Consistent with Florida law the term "severance pay" means the actual or constructive compensation, including salary, benefits, or perquisites, for employment services yet to be rendered which is provided to an employee who has recently been or is about to be terminated. The term does not include compensation for:

1. Earned and accrued annual, sick, compensatory, or administrative leave;
2. Early retirement under provisions established in an actuarially funded pension plan subject to part VII of Chapter 112, Florida Statutes; or
3. Any subsidy for the cost of a group insurance plan available to an employee upon normal or disability retirement that is by policy available to all employees of the unit of government pursuant to the unit's health insurance plan. This subparagraph may not be construed to limit the ability of a unit of government to reduce or eliminate such subsidies.

Section 10: Resignation.

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall provide a minimum of thirty (30) days' notice, unless the parties agree otherwise.

Section 11: Performance Evaluation.

- A. Employer shall review annually the performance of the Employee subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee. The process at a minimum shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation, and (3) present a written summary of the evaluation results or each evaluation form or document. The final written evaluation should be completed and delivered to the Employee within thirty (30) days of the evaluation meeting. A salary adjustment, if requested as part of the annual review, will only be finalized upon adoption of the City's annual budget.
- B. Failure to conduct such a review and evaluation in any given year or years shall not be considered a breach of this Agreement. Should the review and evaluation fail to occur, however, the Employee's salary shall be increased automatically by a percentage equal to the average percentage increase in paid compensation given to the non-union employees of the

City for the ensuing year including cost of living and merit steps.

- C. Annually, the Employee and Employer shall jointly define such goals and performance objectives that they may determine necessary for the proper operation of the City and for the attainment of the City's policy objectives and shall further establish a relative priority among those various goals and objectives and said objectives and goals shall be reduced to writing. Objectives and goals hereunder shall generally be attainable within the time limitations specified and shall take into account the City's annual operating budget and capital budget and appropriations provided thereunder.
- D. Failure to conduct the annual definition of goals and performance objectives shall not be considered a breach of this Agreement.

Section 12: Indemnification.

Beyond that required under Federal, State or Local law, Employer shall defend, save harmless and indemnify Employee against any tort, professional liability claim, licensure claim, or demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request, and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation provided by Employer for Employee shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify employee against any and all losses, damages, judgments, interest, settlements, fines, court costs and other reasonable costs and expenses of legal proceedings, including attorney's fees, and any other liabilities incurred by, imposed upon or suffered by such Employee in connection with or resulting from any claim, action, suit or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and settle any claim or suit unless the Employee is a party to the suit in which event Employee shall have a veto authority over the settlement. Employer shall not have unilateral compromise or settlement authority if the matter is of a personal nature to Employee or involves a professional licensure matter. **Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness, or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor, or consultant to Employer regarding pending litigation.**

Section 13: General Provisions.

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged

into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

- B. Binding Effect. This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives, and successors in interest.
- C. Effective Date. This Agreement shall become effective on _____, 2023.
- D. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

E. Notice.

- 1. All notices required pursuant to this Agreement shall be given in writing in the following format. U.S. Mail, postage paid, certified, return receipt requested.
- 2. All notices shall be deemed delivered and received on the date indicated on the return receipt, and if mutually accepted as an alternative method of notice the date of successful transmission and receipt of a facsimile transmission as indicated on the delivery and receipt records of the sending party or the date of the successful transmission of an e-mail as indicated on the records of the sending party, respectively.
- 3. Notices to the Employer shall be directed to the attention of the following:

a. For Employer:

Mayor of the City of St. Augustine
P. O. Box 210
St. Augustine, Florida 32085-0210

Copy to City Attorney:

City Attorney of the City of St. Augustine
P. O. Box 210
St. Augustine, Florida 32085-0210

b. For Employee:

** * * Signatures Appear on the Following Page * * **

WITNESSES:

Print: _____

Print: _____

EMPLOYEE:

Print: _____

Date: _____

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

**EMPLOYER:
CITY OF ST. AUGUSTINE**

Nancy Sikes-Kline, Mayor-Commissioner

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: April 4, 2023

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 495 S. VOLUSIA STREET**

Enclosed is a Satisfaction and Release of Mortgage for 495 S. Volusia Street, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine and Norita McSwain. The mortgage was recorded in the Public Records of St. Johns County on September 27, 2013. Copies of the Unit Connection Fee Mortgage and Promissory Note are enclosed as well for reference.

Please place this Release and Satisfaction of Mortgage on the consent agenda for consideration and execution at the April 24, 2023 City Commission meeting.

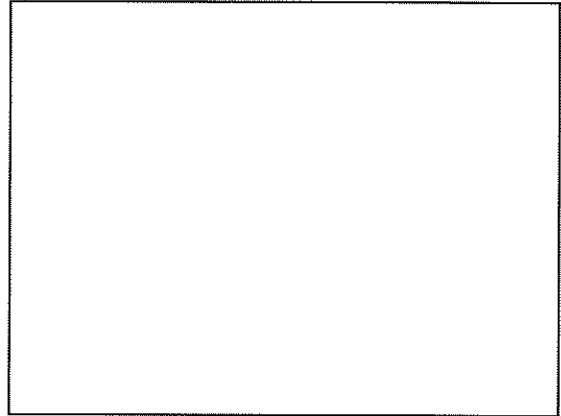
Please contact me if you have any questions or comments. Thank you.


Danyelle S. Alston
Assistant City Attorney

/sl
Attachment

xc: Darlene Galambos, City Clerk (with original)

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



**SATISFACTION AND
RELEASE OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS:

THE CITY OF ST. AUGUSTINE, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085-0210 (hereinafter referred to as "Mortgagee"), in consideration of the covenants and agreements set forth hereinafter, hereby releases **NORITA MCSWAIN**, whose address is 495 S. Volusia Street, St. Augustine, Florida 32084, her heirs, assigns or successors in title (hereinafter referred to as "Mortgagor"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated August 30, 2013, recorded at Official Records Book 3795, Page 970, of the Public Records of St. Johns County, Florida, and relating to that certain lot, parcel or piece of land situated in the City of St. Augustine, St. Johns County, Florida, described in **Exhibit "A"** attached hereto and incorporated herein.

Mortgagee hereby releases said Mortgagor from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 3795, Page 970, of the Public Records of St. Johns County, Florida, and such obligations related to said documents have been fully performed and are therefore satisfied.

IN WITNESS WHEREOF, this Satisfaction and Release of Mortgage has been duly signed and executed by the Mortgagee, this _____ day of _____, 2023.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Nancy Sikes-Kline, Mayor-Commissioner

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

WITNESS my hand and official seal, this _____ day of _____, 2023.

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION: LOTS 22, 23, AND 24, BLOCK 33 OF CLARKS ADDITION TO ST. AUGUSTINE
ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 1, PAGE
77, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 132420-0220

LOCATION ADDRESS: 495 S. VOLUSIA STREET, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

Public Records of
St. Johns County, FL
Clerk # 2013064673,
O.R. 3795 PG 970-975
09/27/2013 at 10:03 AM,
REC. \$25.00 SUR. \$27.50
Doc. M \$12.25
Int Tax \$6.89

THIS MORTGAGE, by and between Norita McSwain, whose address is 495 S Volusia Street, hereinafter called "Mortgagor") and CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Department, St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

WITNESSETH that for good and valuable consideration, and also in consideration of the Mortgagee's deferment of certain water and/or sewer unit connection fees owed by the Mortgagor to the Mortgagee as evidenced by the Unit Connection Fee Promissory Note hereinafter described, the said Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee all that certain piece, parcel or tract of land of which the said Mortgagor is now seized and possessed and in actual possession, situate in the county of St. Johns and state of Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Together with all structures and improvements now and hereafter on said land, and the fixtures attached thereto.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all the estate, right, title, interest, homestead, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of the said Mortgagor in and to the same, and every part thereof, unto the said Mortgagee, in fee simple.

And the Mortgagor hereby covenants with the Mortgagee that it is indefeasibly seized of said land in fee simple; that it has full power and lawful right to convey the same in fee simple as aforesaid; and that said Mortgagor will make such further assurances to prove the fee simple title to said land to said Mortgagee as may be reasonably required.

Provided always, and these presents are executed and delivered upon the following conditions, to-wit:

The Mortgagor agrees to timely pay the Mortgagee, or order, the payments described in the copy of the Unit Connection Fee Promissory Note attached hereto as Exhibit "B" in the manner and at the times described therein.

And shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every of the stipulations, agreements, conditions, and covenants of said Promissory Note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

And the Mortgagor further covenants as follows:

1. That it will pay all and singular the costs, charges and expenses, including reasonable attorney's fees, and costs of abstracts of title, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of said Promissory Note and this mortgage, and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this mortgage.

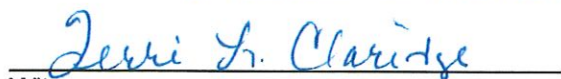
2. That (a) in the event of any breach of this mortgage or any mortgage superior or junior hereto or default on the part of the Mortgagor under this or any other mortgage encumbering the property mortgaged hereby, or (b) in the event that any of said sums of money herein referred to be not promptly and fully paid without demand or notice, or (c) in the event that each and every of the stipulations, agreements, conditions and covenants of said note and this mortgage are not promptly and fully performed, then in either or any such event, the said aggregate sum mentioned in said note then remaining unpaid, with interest accrued to that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said note or in this mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of said Mortgagee, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee may foreclose this mortgage, as to the amount so declared due and payable, and the said premises shall be sold to satisfy and pay the same, together with costs, expenses and allowances.

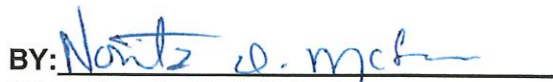
3. That the Mortgagee will make monthly payments in the amount of \$33.60 for 120 months.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 30th day of August 2013.

Signed, sealed and delivered
in the presence of:


Witness
Printed Name: BARBARA J. MUENCH


Witness
Printed Name: TERRI L. CLARIDGE

BY: 
(Printed Name) Norita McSwain
(Address) 495 S Volusia Street
(Telephone) 904-325-2094

* * * NOTARY CERTIFICATION APPEARS ON THE FOLLOWING PAGE * * *

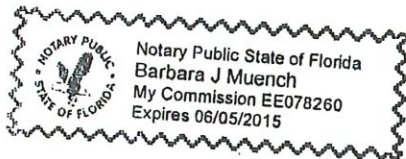
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Norita McSwain**, who is personally known to me or who has produced FLA. DRIVER'S LICENSE as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 30th day of August 2013.



A handwritten signature in blue ink, reading "Barbara J. Muench", written over a horizontal line.

Notary Public, State of Florida

LEGAL DESCRIPTION

Lots 22, 23, and 24, Block 33 of Clarks addition to St. Augustine according to the plat thereof, as recorded in Map Book 1, Page 77, Public Records of St. Johns County, Florida.

Exhibit "A"

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: Norita McSwain
ADDRESS: 495 S Volusia Street
St. Augustine, FL 32095

\$3,446.59

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at 495 S Volusia Street, the undersigned, jointly and severally, promises to pay to the order of **CITY OF ST. AUGUSTINE, P.O. Box 210, St. Augustine, Florida, 32085**, or elsewhere as the holder hereof may from time to time require, the principal sum of **3,446.59 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **3.20 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **33.60 Dollars** each, commencing on the date hereof and continuing on the same date each and every month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

The maker(s) hereof waives presentment for payment and demand. Time is of the essence hereof. It is expressly agreed that if this Note or any part or installment thereof be not paid within ten (10) days after the same becomes due and payable, anything herein to the contrary notwithstanding, the maker(s) hereof understands that all unpaid sums shall immediately be due and payable at once, without notice or demand, together with all costs of collection, including reasonable attorney's fees, whether suit be filed or not.

The maker(s) hereof may prepay any part of the principal sum hereof in any amount at any time, but any such prepayment shall not relieve the maker(s) hereof from making payment of the installment then due nor any subsequent installment provided hereby, unless at the time of such prepayment the maker(s) hereof pays all sums hereon.

Any waiver of the right to exercise any option by the holder hereof shall not constitute a waiver of the right to exercise said option at any future time.

All notices, demand, presentment, dishonor and requirements under any law of Florida are hereby expressly waived.

Exhibit "B"

This Note is secured by and subject to the terms of a mortgage (or a letter of credit) of even date herewith.

Signed, sealed and delivered **Dated as of: August 30, 2013**, in the presence of:

Barbara J. Muench
Witness
Printed Name: BARBARA J. MUENCH

BY: Norita W. McSwain
(Printed Name) Norita McSwain
(Address) 495 S Volusia Street
(Telephone) 904-325-2094

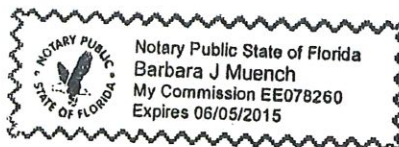
Terri L. Claridge
Witness
Printed Name: TERRI L. CLARIDGE

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Norita McSwain**, who is personally known to me or who has produced FLA DRIVER'S LICENSE as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 30th day of August 2013.

Barbara J. Muench
Notary Public, State of Florida



CITY OF ST. AUGUSTINE

MEMORANDUM

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

DATE: April 11, 2023

RE: Consent Agenda Item for April 24, 2023 Commission Meeting
2022 Floodplain Management Plan Annual Progress Report

The intent of this memo is to inform you of the submittal of the City's annual report on evaluating progress toward implementing the floodplain management plan. This yearly progress report is required under Community Rating System (CRS) Activity 510 to be submitted to the City Commission, released to the media, made available to the public and included as part of the City's CRS recertification.

If you have any questions, please don't hesitate to ask.



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

Enclosure

Cc: Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
David Birchim, Assistant City Manager
Richard "Buddy" Schauland, City Floodplain Manager
Amy Skinner, Planning and Building Director

Floodplain Management Plan Annual Progress Report

2022

Annual report on evaluating progress toward implementing the Floodplain Management Plan's objectives and/or the recommendations for the City of St. Augustine. The evaluation report must be submitted to the governing body, released to the media, made available to the public and included as part of the community's annual Community Rating System (CRS) recertification.



City of St. Augustine
P.O. Box 210 | St. Augustine, FL | 32085 | (904) 825-1040

Prepared By
Jessica L. Beach, P.E. | Chief Resilience Officer

Approved By
Reuben C. Franklin, Jr., P.E. | Public Works Director

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Appendix A: St. Johns County LMS Inventory of Ranked Projects

Introduction

The St. Johns County Local Mitigation Strategy (LMS) serves as the City's Floodplain Management Plan under the Community Rating System (CRS) of the National Flood Insurance Program (NFIP).

Under CRS Activity 510, the City is required to complete a Floodplain Management Plan Annual Progress Report that includes:

1. A description of how the evaluation report was prepared and how it is submitted to the governing body, released to the media and made available to the public.
2. How the reader can obtain a copy of the original plan or area analysis report.
3. A review of each recommendation or action item in the action plan or area analysis report, including a statement on how much was accomplished during the previous year.
4. A discussion of why any objectives were not reached or why implementation is behind schedule.
5. Recommendations for new projects or revised recommendations.

This document serves as that report. The report was prepared by City staff and will be placed on the April 24, 2023 City Commission Meeting Agenda for review and approval. A hardcopy of the report is available to the public at the Public Works Department and a PDF of the report is available for viewing and/or downloading at the City's website.

Adoption of the LMS

The St. Johns County LMS was adopted by *Resolution No. 2005-14* by the City Commission on July 11, 2005. The LMS is required to be updated every five years. The most recently revised LMS was adopted by *Resolution 2020-17* by the City Commission on May 11, 2020 and as amended by *Resolution 2022-39* by the City Commission on November 14, 2022. The updated LMS plan for the next five-year cycle was approved by FEMA on June 8, 2020. The current five-year cycle ends June 1, 2025. A copy of the LMS document is made available at the Northeast Florida Regional Council offices and the St. Johns County Emergency Management office and website.

Purpose and Goals of the LMS

The purpose of the LMS is to provide guidance to the County and municipal governments in building a safer and more resilient community by identifying and dealing with hazards and hazard

management problems, including flooding, in the St. Johns County area. The following goals are provided in ranked order, where the first goal is paramount:

1. Protect the lives of the residents of St. Johns County and its Municipalities.
2. Protect property to ensure that its intrinsic value is preserved.
3. Protect infrastructure so that it is available during and after a disaster.
4. Protect business activities so that they continue to provide economic strength to the community.
5. Protect the environment to ensure that quality of life and economic wellbeing are preserved.

These goals are used as part of the project prioritization methodology. Projects recommended by this Strategy must first meet one of the goals to be considered, then will receive points based on which goals they will routinely further.

LMS Task Force

A task force has been established to review and make recommendations concerning the LMS. The task force consists of representatives of the City of St. Augustine's Public Works, Planning & Building and Fire Departments, other local municipalities, local organizations and County departments, and is coordinated by staff of the St. Johns County Emergency Management Division. The task force meets on a quarterly basis and is responsible for developing and implementing new mitigation initiatives. The task force also looks for possible federal and/or state funding (i.e. Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA), etc.) to implement the mitigation initiatives.

St. Johns County LMS Inventory of Ranked Projects

The LMS task force has established a list of ranked projects or mitigation initiatives that are given priority based on the goals stated above. The list contains projects that are eligible for HMGP, FMA and other federal and state funding. The majority of the projects focus on the mitigation of known or potential flood hazards. Specifically, the City of St. Augustine is involved with the following mitigation initiatives:

- 1) Adapting to Sea Level Rise: Planning Process Development
 - a) Project Status – In progress. Two reports were released in 2017, (1) Florida Community Resiliency Initiative Pilot Project: Adaptation Plan for St. Augustine, and (2) Coastal Vulnerability Assessment: City of St. Augustine. Two (2) additional studies were

completed in 2021: “Vulnerability Assessment of Onsite Treatment and Disposal Systems (OSTDS or septic systems) to Sea Level Rise and Storm Surge to Develop Adaptation Plans in St. Augustine” and “South Davis Shores Resiliency Study”.

b) Two (2) additional studies are planned:

- i) The US Army Corps of Engineers (USACE) Back Bay Feasibility Study. Initial project funding was awarded in 2022 to start the study. Official execution of a Feasibility Cost Share Agreement is scheduled for January 9, 2023. The study would be a 3 year-\$3 Million dollar study to evaluate coastal storm risks and associated strategies to mitigate those risks. The study is cost shared 50:50 with the USACE and City.
- ii) Updated Vulnerability Assessment. It will identify or address risks of flooding and sea level rise and help development of adaptation/resilience plans, projects and policies that allow for preparation for threats from flooding and sea level rise. This updated VA will meet the current criteria outlined in Section 380.093 of the Florida Statutes. By completing the updated VA it will qualify the City for future cost-share for implementation projects. The City was awarded grant funding for the study in 2022 through the Florida Department of Environmental Protection’s Resilient Florida program. The study will be completed in 2023.

2) Flood Mitigation on King Street

- a) Project Status (FDOT) – Design Complete. The Florida Department of Transportation (FDOT) will be constructing a drainage improvement project at the intersection of State Road 5A (King Street) and State Road A1A (Avenida Menendez) in downtown St. Augustine. The project is scheduled to begin construction March 2023.

3) Drainage Improvements at Oyster Creek Basin Project Status – Started. This includes 2 pilot projects in the Stormwater Master Plan (Sidney Street Drainage Improvements and South Dixie Highway Improvements) and the South Whitney/West King Flood Mitigation project.

- a) The Sidney Street Drainage project was completed in 2016-2017.
- b) The South Dixie Highway Improvements project is described under the next item number.
- c) Flood Mitigation on South Whitney and West King Street project is ongoing. It is currently funded through FEMA’s Hazard Mitigation Grant Program (HMGP). Phase 1 design is completed. Phase 2 for construction has been approved by FEMA. The project could begin construction as early as 2023, pending coordination with St. Johns County.

4) South Dixie Highway Improvements – Construction of a new storm sewer collection system, road base, traffic lanes including bike lanes, sidewalks and replacement of the existing box culvert. This will involve the segment of road between King Street and State Road 207.

- a) Project Status – Started. Preliminary engineering evaluation study has been completed. The box culvert replacement (Phase 1) was completed in 2018 (see next bullet). The second phase (roadway design and construction) is contingent upon additional funding (State and/or Federal) that can be secured.

- b) So. Dixie Box Culvert Replacement (Phase 1) – completed. Due to deterioration of the box culvert and damage associated with Hurricane’s Matthew and Irma, design and construction of the box culvert was completed in 2018 and partially funded through the St. Johns River Water Management District’s cost share program.
- 5) Lake Maria Sanchez Flood Mitigation and Drainage Improvements – will serve 200 acres of the City’s downtown core.
 - a) Project Status – Started. FEMA HMGP grant funding was awarded in 2018. Design and permitting for Phase 1 is currently underway and expected to be completed in 2023. Phase 2 construction will be determined by pending easements needed to complete the design and permitting. Additional grant funding was awarded for the project in 2022 through the Florida Department of Environmental Protection’s Resilient Florida program. This funding will be used in lieu of FEMA HMGP funding
- 6) May Street Drainage Improvements
 - a) Project Status (FDOT) – Completed. Construction for the drainage improvements was completed in 2021.
- 7) Avenida Menendez Outfall Improvements – Retrofit storm sewer outfalls between the Bridge of Lions and the Fort with backflow valves to prevent tidal influence by the Matanzas River.
 - a) Project Status (FDOT) – completed. This project was part of the FDOT re-surfacing project for San Marco completed in 2019.
- 8) North and South Davis Shores Outfall Improvements - Retrofit storm sewer outfalls in the neighborhoods with backflow valves to prevent tidal influence by the Matanzas River and Salt Run.
 - a) Project Status – Completed. The City retrofitted and installed a total of 30 tide check valves into existing stormwater outfall pipes. A majority of the retrofits were grant funded as part of a cost share program with the St. Johns River Water Management District and the Florida Department of Environmental Protection’s (FDEP) Florida Resilient Coastlines Program.
- 9) Macaris Stormwater Outfall Resiliency Retrofit – Retrofit two (2) storm sewer outfalls in this neighborhood with backflow valves to prevent tidal influence.
 - a) Project Status – completed. This included the installation of two tide check valves in the storm sewer outfall. One of the outfalls is the largest in the City at 66-inches in diameter. Project was completed in 2019 as part of a cost share project with the St. Johns River Water Management District.
- 10) Drainage Improvements by Retrofitting Stormwater Outfalls Citywide – The City currently has over 100 stormwater outfalls that are being targeted for retrofitting with backflow valves to prevent tidal influence.
 - a) Project Status – in progress. The City currently has a total of 43 stormwater outfalls that have been retrofitted with tide check valves. Additional grant funding was awarded for

the project (for up to 20 more outfalls) in 2022 through the Florida Department of Environmental Protection's Resilient Florida program. The project will be completed by 2026 in accordance with the grant requirements.

- b) Concurrent with these efforts, the City has completed a Stormwater Outfall Resiliency Retrofit Master Plan in 2022. This will prioritize the remaining outfalls within the City.

11) Flood Mitigation at Avenida Menendez Seawall Connectivity Project – Reinforce and elevate approximately 240 linear feet of the south section of the seawall to match higher existing seawall elevations of 7 feet NAVD88.

- a) Project Status – started. This project was awarded a contract by the State to initiate Phase 1 design in 2020. This will be funded through FEMA's Hazard Mitigation Grant Program (HMGP). Phase 1 design was expected to be completed in 2022. Phase 2 construction will be determined by FEMA. If approved by FEMA, the project will move to construction. Additionally, the City was awarded funding through the Florida Inland Navigation District (FIND) to supplement the construction costs.

12) Wastewater Treatment Plant Flood Proofing – Install dry and wet flood proofing methods at the wastewater treatment plant to provide protection during storm surge events.

- a) Project status – completed. Efforts are completed to provide dry and wet flood proofing of critical equipment and/or processes up to elevation 12 feet NAVD88. This was completed in 2020.

13) City of St. Augustine Stormwater Master Plan

- a) Project Status – Completed. The City's stormwater master plan from 1995 was updated in 2012. Three pilot projects were identified as part of the plan, which includes:

- i) Sidney Street Pilot Project is completed.
- ii) South Dixie Pilot Project has started. Phase 1 is the box culvert replacement which is completed. Phase 2 involves completing the design and then construction which is contingent upon additional funding (State and/or Federal) that can be secured.
- iii) Lake Maria Sanchez project is in progress.

- b) The Master Plan is available for download on the City's website. The City intends to expand upon the current master plan through a future update. The update will take into consideration results from the Coastal Vulnerability Assessment and Strategic Adaptation Plan. The plan will also take into consideration factors such as: changes in climatic patterns, ground water levels, rainfall, sea level rise projections, water quality, salt water intrusion, storm surge, land use, resilient natural and built coastal features and infrastructure, current and future regulatory environments, desired levels of service. The City intends to submit for future grant funding to support this effort.

14) Expand/enhance/improve utilities – various projects were identified to address aging utility infrastructure to make it more resilient. A status update for each project is listed below:

- a) Flood Mitigation Improvements to St. Augustine Sanitary Sewer Pumping Stations – started. This project is also known as the FEMA 13 Sanitary Sewer Lift (or Pump) Stations. This project includes the design and rehabilitation, hardening and/or floodproofing of 13 sanitary sewer lift (or pump) stations that were damaged in Hurricane Matthew. This is being funded through FEMA’s Public Assistance program. Design is complete. Construction began in 2021 and is scheduled to be substantially completed in 2022.
- b) Cured-In-Place-Pipe Lining of Sanitary Sewer Laterals – started. This project is now part of the City’s Capital Improvement Program (CIP) to address Infiltration and Inflow (I&I). Each year funding is allocated to inspect and rehabilitate this infrastructure. This will be an on-going program budgeted each year in the City’s CIP.
- c) Cured-In-Place-Pipe lining of Sanitary Sewer Gravity Mains – started. This project is now part of the City’s Capital Improvement Program (CIP) to address Infiltration and Inflow (I&I). Each year funding is allocated to inspect and rehabilitate this infrastructure. This will be an on-going program budgeted each year in the City’s CIP.
- d) Manhole Lid Inserts - Reduction of Infiltration & Inflow to the City’s Sanitary Sewer System – started. This project is now part of the City’s Capital Improvement Program (CIP) to address Infiltration and Inflow (I&I). Each year funding is allocated to inspect and rehabilitate this infrastructure. This will be an on-going program budgeted each year in the City’s CIP.
- e) Rehabilitation of existing sewer system in Oyster Creek – completed. This project was completed as part of the South Dixie Highway Box Culvert Replacement (Phase 1) project.
- f) Seal and Coat Sanitary Sewer Manholes to prevent groundwater infiltration – started. This project is now part of the City’s Capital Improvement Program (CIP) to address Infiltration and Inflow (I&I). Each year funding is allocated to inspect and rehabilitate this infrastructure. This will be an on-going program budgeted each year in the City’s CIP.

The entire St. Johns County LMS Inventory of Ranked Projects can be found in **Appendix A**.

CRS Program Participation

The CRS provides a flood insurance discount incentive to the City for undertaking flood protection measures beyond the minimum requirements of the NFIP. In 2019 the City's Community Rating System (CRS) was increased from a Class 7 rating to a Class 5 rating, resulting in up to a 25% discount in flood insurance premium. The City has maintained that current Class 5 Rating. The program's goal is to create an overall comprehensive outreach strategy focused on flood information that encourages flood protection and raises awareness of the City's unique environment.

The following table lists all of the CRS activities that the City is credited under the current certification:

CRS Activity No.	Activity Description	Departments
310	Elevation Certificates	Planning & Building
320	Map Information Service	Planning & Building
330	Outreach Projects	City/Local Representatives
350	Flood Protection Information	Planning & Building
420	Open Space Preservation	Planning & Building
430	Higher Regulatory Standards	Planning & Building/ Public Works
450	Stormwater Management	Public Works
502	Repetitive Loss Category	Planning & Building
510	Floodplain Management Planning	St. Johns County/ Planning & Building/ Public Works/Fire
540	Drainage System Maintenance	Public Works
610	Flood Warning Program	St. Johns County/ Fire

Certified Floodplain Manager Program

The Association of State Floodplain Managers (ASFPM) has established a national program for professional certification of floodplain managers. The program recognizes continuing education and professional development that enhances the knowledge and performance of local, state, federal and private-sector floodplain managers. There is currently one (1) member of City staff that have achieved the status of Certified Floodplain Manager (CFM), which reflects the City's commitment to professional services in implementing the City's Floodplain Management Plan.

Ordinance Revisions Improve Building Resiliency

In 2017, the City adopted higher standards for development that will provide greater flood protection. Ordinances 2017-08 and 2017-09 adopted new standards that are in keeping with the updated Florida Building Code, effective December 31, 2017. The ordinance requires additional freeboard for finished floors above the base flood elevation and engineered and sealed foundation plans designed to resist flood loads. On November 9, 2020, the City Commission appointed a task force to explore ways to protect existing, older homes from the drainage and flooding impacts of new infill development. The Commission approved the following goals as guidance for this task force:

Goal #1 – Protect older homes from the flooding impacts of new homes that are required to be constructed at higher elevations.

Goal #2 – Provide incentives for property owners to use building techniques which do not require land filling for new home construction.

Goal #3 – Limit the amount of impervious surface that is allowed on residential lots. There is currently no limit to the amount of paving a homeowner can do on their property.

In 2021, a Building Code Task Force for Existing Properties met throughout the year to address the outlined goals. At the conclusion of the Task Force, based on its Final Report and associated recommendations, the City Commission adopted Ordinance 2021-26. This ordinance adopted an impervious surface ration (ISR) for single-family residential dwellings not within master planned communities. Additionally, a formal "Residential Lot Grading Criteria" was developed and completed in 2022. This is expected to take effect in 2023. With the adoption of these new ordinances and policies the city has improved its resiliency against flood damages.

Stormwater Master Plan

The City completed Phase 1 of the Stormwater Master Plan in 2012. The master plan proposes solutions to three large projects and smaller neighborhood projects that experience flooding and other stormwater issues. A hard copy is available to view at the City's Public Works Department and an electronic copy of the master plan is available for download at the City's website. Sidney Street, one of the master plan pilot projects, is completed. The other two pilot projects identified, South Dixie Highway and Lake Maria Sanchez, are under way. The City intends to expand upon the current master plan through a future update. The update will take into consideration results from the Coastal Vulnerability Assessment and Strategic Adaptation Plan and future studies that are completed. The plan will also take into consideration factors such as: changes in climatic patterns, ground water levels, rainfall, sea level rise projections, water quality, salt water intrusion, storm surge, land use, resilient natural and built coastal features and infrastructure, current and future regulatory environments, desired levels of service. The City intends to apply for future grant funding to support this initiative.

Adapting to Sea Level Rise (SLR)

The City is keenly aware of the challenges posed by climate change and as a low-lying coastal community especially sensitive to the effects of future sea level rise. The Florida Department of Economic Opportunity (DEO) Community Resiliency Initiative selected the City of St. Augustine to participate as one of three pilot communities to study the city's vulnerability to coastal flooding and to assist the city in identifying steps that can be taken to help the city adapt to those vulnerabilities. The project began in 2016 with a series of meetings and workshops with the DEO consultant, Dewberry. With a majority of the city being located in a flood plain, the city is proactively identifying areas of risks, as presented in the two papers that were published in 2017, (1) Florida Community Resiliency Initiative Pilot Project: Adaptation Plan for St. Augustine, and (2) Coastal Vulnerability Assessment: City of St. Augustine. Additionally, a grant funded study through FDEP's Florida Resilient Coastlines Program to conduct a "Vulnerability Assessment of Onsite Treatment and Disposal Systems (OSTDS or septic systems) to Sea Level Rise and Storm Surge to Develop Adaptation Plans in St. Augustine" was completed in 2021. Given the vulnerability of the City with respect to sea level rise and changing coastal conditions, it is expected that projects to protect and maintain infrastructure subject to adverse conditions created by SLR to be very costly and will require the assistance of state and federal programs to provide supplemental funding to implement. As such the City is undertaking two (2) additional studies previously outlined to position the City for future funding opportunities through State and/or Federal programs.

Capital Improvement Projects

The City of St. Augustine has also undertaken Capital Improvement Projects (CIPs) included in and also outside of the LMS that provide stormwater improvements in the form of water quality treatment and localized flood reduction, in addition to other infrastructure improvements. The complete CIP plan is available for download at the City's website and a hard copy can be made available upon request. The following is a list of highlighted CIPs that the City is currently working on:

- Downtown Improvements District – Phase 1 (Hypolita, Treasury & Spanish).
 - Project Status – Completed in February 2015.
- Downtown Improvements District – Phase 2 (Spanish, Cuna and Tolomato).
 - Project status – In progress. The project design is currently completed. Project is under solicitation for construction and estimated to begin construction in 2023.
- South Dixie Highway Corridor Improvements
 - Project Status – Preliminary evaluation complete. Box culvert replacement was completed in 2018. The roadway design and associated construction is contingent upon additional funding (State and/or Federal) that can be secured.
- Sidney Street Stormwater Improvements
 - Project Status – Completed in 2016.
- Coquina Ditch Drainage Improvements
 - Project Status – Completed in 2016.
- Hermosa Outfall Study
 - Project Status – Study completed.
- Isla Drive Drainage Improvements
 - Project Status – Completed in 2016.
- Lake Maria Sanchez Flood Mitigation and Drainage Improvement Project
 - Project Status – Started. Design and permitting for Phase 1 is currently underway and expected to be completed in 2023. Phase 2 construction will be determined by pending easements needed to complete the design and permitting. Additional grant funding was awarded for the project in 2022 through the Florida Department of Environmental Protection's Resilient Florida program. The project would need to be completed by 2026 as part of the grant requirements.
- Lincolnville Storm Sewer and Collection Expansion
 - Project Status – Phase 1 (Duero Street) completed in 2019. Phase 2 (South and DeHaven Streets) construction completed in 2020. Phase 3 (Duero and Cerro) is expected to complete design in 2022.
- Prawn Street Drainage Improvements

- Project Status –Completed 2021.
- Court Theophelia/Edna Neighborhood Drainage Improvements
 - Project Status –started. Grant funding was awarded for the project in 2022 through the Florida Department of Environmental Protection’s Resilient Florida program. The project would need to be completed by 2026 as part of the grant requirements.
- Atlantic/Fern/Althea/Seminole Neighborhood Drainage Improvements
 - Project Status – Project area will be evaluated as part of the Updated Vulnerability Assessment and/or USACE Back Bay Feasibility Study.
- Outfall Backflow Prevention
 - Project Status – Started. A total of 43 valves have been installed city wide. Additional grant funding for up to 20 more outfalls was awarded for the project in 2022 through the Florida Department of Environmental Protection’s Resilient Florida program. The project would need to be completed by 2026 as part of the grant requirements
- South Whitney and West King Flood Mitigation
 - Project Status – Started. It is currently funded through FEMA’s Hazard Mitigation Grant Program (HMGP). Phase 1 design is completed. Phase 2 for construction has been approved by FEMA. The project could begin construction as early as 2023, pending coordination with St. Johns County.
- Coquina Park
 - Project Status – completed. The City purchased property in South Davis Shores in 2019 to serve as a park and flood protection project. The construction for the project was completed in 2020.
- Sevilla Street Brick, Roadway and Utility Improvements
 - Project Status – started. This project will include the complete rehabilitation of the existing utilities (water, sewer), stormwater improvements, brick and roadway reconstruction. Design for this project is underway and expected to be completed in 2022.
- West Augustine Conversion of Septic to Sewer
 - Project status – started. The City has completed West 5th Street Sewer Extension (Phase 1). This was a state grant (FDEP) funded project that installed new gravity sewer (mains, manholes and services) on West 5th Street between Duval and Nassau Streets and connected area residents to the new sewer system. A total of 12 existing septic systems were abandoned. Phase 2 completed construction in 2021 to abandon an additional 13 septic systems and connections. Previous septic to sewer connections were completed by the City for a total of 57 existing septic systems abandoned and connecting those residents to the existing sewer

system. Pearl Street Gravity Sewer is in design to expanding existing gravity sewer in this area. Future areas are being evaluated to determine feasibility of connections. This will be accomplished through the development of the West Augustine Sewer Master Plan. Initial scope development for the master plan began in 2021 and is currently underway. .

- Wastewater Treatment Plant Headworks Rehabilitation
 - Project status – in progress. Construction to begin in 2022 and be completed in 2023.
- South Davis Shores
 - Project status - started. Grant funding was awarded for the project in 2022 through the Florida Department of Environmental Protection's Resilient Florida program. The project would need to be completed by 2026 as part of the grant requirements.
- Inlet Drive Shoreline Stabilization
 - Project status - started. Grant funding was awarded for the project in 2022 through the Florida Department of Environmental Protection's Resilient Florida program. The project would need to be completed by 2026 as part of the grant requirements.
- Groundwater Monitoring Network for Sea Level Rise
 - Project status - started. Grant funding was awarded for the project in 2022 through the Florida Department of Environmental Protection's Resilient Florida program. The project would need to be completed by 2026 as part of the grant requirements.

Drainage System Maintenance

The City utilizes detailed inspection and maintenance forms for storm drains, manholes and outfalls as a supplemental report to support the *Drainage Structure Inspection and Maintenance Program* document that is currently on record with the CRS and used by the CRS to rate the City's drainage system. The forms were designed to collect more detailed information during the routine inspections and maintenance of the existing drainage system. In addition, the City now has a dedicated stormwater maintenance crew that conducts the inspection and maintenance for the entire City's stormwater system. This includes the cleaning of thirteen (13) stormwater vaults located throughout the City that capture sediment and pollutants preventing them from reaching receiving waterbodies.

Conclusion

In 2022, the City of St. Augustine has implemented its Floodplain Management Plan through participation in the St. Johns County LMS as an active task force member and by continuing to meet the requirements of the CRS for all of the activities listed in this report. In addition to the above, the City has also pursued and implemented CIPs that provide quality stormwater improvements for its citizens.

Recommendation

The City will remain an active member of the LMS task force and continue to pursue federal and/or state funding for future flood mitigation projects. CIPs identified in the Stormwater Master Plan Update and other various studies will follow the scheduled implementation proposed in the plan. The City will also pursue backflow improvements for the major stormwater outfalls and implement smaller neighborhood projects to address local/nuisance flooding issues reported by residents. In the long term, the City must plan for and create adaptive management policies and strategies for sea level rise including seeking assistance from state and federal programs.

APPENDIX A

St. Johns County Local Mitigation Strategy Ranked Project List								
Project	New or Existing Structure/ Infrastructure	Jurisdiction*	Responsible for Project Implementation**	Hazard****	Project Time-Frame	Potential Funding Source	Estimated Project Cost	Project Status as of 4/15/22
Education and Training								
Educate Prospective Home Buyers & Real Estate Professionals About Floodplains & Base Floor Elevations	New and Existing	ALL	SJC Emergency Management	SS, F	on-going	Local	\$10,000/annual	On-going
Educate Residents of Financial/Insurance Benefits of Preparing their Homes for Natural Disasters	New and Existing	ALL	SJC Emergency Management	ALL	on-going	Local	\$10,000/annual	On-going
Expand/Enhance/Improve Utilities								
City of St. Augustine Pump Station 20 Basin Improvements (Fullerwood)	Existing	City of St. Augustine	COSA Public Works	H, SS, SLR	3 years	HMGP	\$ 2,000,000	Not started
Conversion of power lines from overhead to underground to increase infrastructure resiliency - Bulter substation to Guana Substation	Existing	Beaches Energy	Beaches Energy	H, HW, T, W, FR	3 years	BRIC	\$ 14,000,000	Not started
Cured-In-Place-Pipe lining of Sanitary Sewer Laterals	Existing	City of St. Augustine	COSA Public Works	F, SS, SLR	1-2 years	Local	\$ 8,825,000	Started under CIP, I&I program
Cured-In-Place-Pipe lining of Sanitary Sewer Gravity Mains	Existing	City of St. Augustine	COSA Public Works	F, SS, SLR	1-2 years	Local	\$ 9,300,000	Started under CIP, I&I program
Electrical Utilities Underground - City Well Fields in 12 Mile Swamp	Existing	St. Johns County	Florida Power and Light	H, HW, T, W, FR	1-2 years	Private	\$ 5,000,000	Not started
Electrical Utilities Underground - South Anastasia Island	New	St. Johns County	Florida Power and Light	H, HW,T,W, FR	1-2 years	Private	\$ 5,000,000	not started
Electrical Utilities Underground - St. Augustine Beach, along A1A	New and Existing	City of St. Augustine Beach	Florida Power and Light	H, HW,T,W, FR	1-2 years	Private	\$ 5,000,000	Not started
Expansion of City of St. Augustine Water Treatment Facility	Existing	City of St. Augustine	COSA Public Works	H, SS, F, D	2 years	Local	\$ 1,000,000	Not started
Manhole Lid Inserts - Reduction of Infiltration & Inflow to the City's Sanitary Sewer System	Existing	City of St. Augustine	COSA Public Works	F, SS, SLR	1 year	Local	\$ 760,000	in-progress under CIP
Rehabilitation of existing sewer system in Oyster Creek	Existing	City of St. Augustine	COSA Public Works	SS, F	3-4 years	Local, CDBG		Not started
Hastings Sewer Improvements	Existing	St. Johns County	SJC Utilities	F, D	3-4 years	CDBG-DR	\$ 1,000,000	In Progress - estimate finish Dec 2022
Seal and Coat Sanitary Sewer Manholes to prevent groundwater infiltration	Existing	City of St. Augustine	COSA Public Works	F, SS, SLR	In-progress	Local	\$ 3,260,000	Started under CIP, I&I program
Flood/Repetitive Loss Mitigation								
Acquisition of property from willing sellers along Old A1A Summerhaven	Existing	St. Johns County	St. Johns County Environmental	H, SS, F, SLR	1-2 years	HMGP, Local	\$ 10,000,000	On-going
Acquisition at Petty Branch Ravine Park (FCT Project)	Existing	St. Johns County	SJC Parks and Recreation	F	1 year	Local	\$ 2,000,000	Not started
Flood Mitigation at Avenida Menendez Seawall, Connectivity Project	Existing	City of St. Augustine	COSA Public Works	F, SS, SLR	1-3 years	HMGP	\$ 1,475,000	HMGP awarded, design underway
Flood Mitigation Improvements to St. Augustine Sanitary Sewer Pumping Stations	Existing	City of St. Augustine	COSA Public Works	H, SS, F	3 years	HMGP, Local, State, PA	\$ 14,000,000	13 in progress. funded under PA
Flood Mitigation on King St. (DOT Project)	Existing	FDOT/City of St. Augustine	COSA Public Works	H, SS, F	3 years	State and Local	\$ 6,000,000	In design phase
Flood Mitigation on Repetitive Loss Properties	Existing	ALL	Residents, COSA, SJC COSAB Public Works and Engineering	F, SS	on-going	Private, NFIP, FMAP	\$ 350,000	On-going
Flood Mitigation on South Whitney and W. King St.	Existing	City of St. Augustine	COSA Public Works	H, SS, F, SLR	3 years	HMGP	\$ 800,000	Awaiting FEMA approval to proceed with Phase 2
Purchase of Portable Pump to Reduce Flooding Impacts within the City of St. Augustine Beach	New	City of St. Augustine Beach	COSAB Public Works	H, SS, F, SLR	1 year	HMGP, CDBG-MIT	\$ 35,000	Not started
Alcazar Hotel Floodproofing (flood wrap & flood gates) and landscaping (cisterns)	Existing	City of St. Augustine	COSA Public Works	SS, F, SLR	3 years	HMGP, Local, CDBG-MIT	\$ 2,040,000	newly identified
Llambias House Flood Mitigation and Resiliency	Existing	City of St. Augustine	COSA Public Works	SS, F, SLR	3 years	HMGP, Local, CDBG-MIT	\$ 135,000	newly identified
Elevation of a Repetitive Flood Loss Property at 4** Arricola Avenue	Existing	City of St. Augustine	COSA Public Works	SS, F, SLR	4 years	FMA	\$ 428,813	Didn't meet BCA for FMA 2020
Demolition and Reconstruction of a Repetitive Flood Loss Property at 5** Arricola Avenue	Existing	City of St. Augustine	COSA Public Works	SS, F, SLR	5 years	FMA	\$ 397,000	Applied under FMA 2020

Project	New or Existing Structure/ Infrastructure	Jurisdiction*	Responsible for Project Implementation**	Hazard****	Project Time-Frame	Potential Funding Source	Estimated Project Cost	Project Status as of 4/15/22
Stormwater Resiliency Improvements Ocean Walk Subdivision	Existing	City of St. Augustine Beach	COSAB Public Works	SS, F, SLR	3 years	HMGP	\$ 694,000	Funded by State of FL legislative allocation
CR A1A Storm Surge Protection	Existing	City of St. Augustine Beach	COSAB Public Works	SS, F, SLR	4 years	HMGP	\$ 270,000	application review
Stormwater Pump Station for Coquina Ditch in S. Davis Shores	Existing	City of St. Augustine	COSA Public Works	F, SS, SLR	3 years	HMGP, BRIC, Local	\$ 2,000,000	newly identified
Smart Valve System for S. Davis Shores	Existing	City of St. Augustine	COSA Public Works	F, SS, SLR	3 years	HMGP, BRIC, Local	\$ 600,000	newly identified
Phase 1 Flood Barrier for S. Davis Shores	Existing	City of St. Augustine	COSA Public Works	F, SS, SLR	3 years	HMGP, BRIC, Local	\$ 6,936,000	newly identified
Drainage Improvements for S. Davis Shores	Existing	City of St. Augustine	COSA Public Works	F, SS, SLR	3 years	HMGP, BRIC, Local	\$ 1,608,800	newly identified
Hazardous Materials Mitigation								
Education and Training for Hazardous Materials Incident Response Capability	Existing	St. Johns County	St. Johns County Fire Rescue	HM	on-going	Local, State, LEPC	\$ 10,000	On-going
Infrastructure and Structure Improvements								
Electrical Connections for Emergency Standby Generators - FR Stations 9/10/6/7	Existing	St. Johns County	SJC Fire Rescue	ALL	1 year	HMGP, Local	\$ 60,000	Not started
Emergency Standby Generator at SJC Council on Aging Senior Center	Existing	City of St. Augustine	SJC Council on Aging	H, SS, HW, T, F	1 year	HMGP	\$ 100,000	Not started
Emergency Standby Generators for Fire Stations 4 and 12	Existing	St. Johns County	SJC Fire Rescue	ALL	1 year	HMGP, Local	\$ 180,000	Not started
Emergency Standby Generator for Flagler Hospital	Existing	St. Johns County	Flagler Hospital	H, SS, HW, F	3 years	HMGP	\$ 1,500,000	Not started
Flood Mitigation and Resiliency Improvements at Inlet Dr.	New	City of St. Augustine	COSA Public Works	H, SS, F, SLR	2 years	HMGP, CDBG-MIT	\$ 772,000	in design construction not funded yet
Flood Proofing and Wind Mitigation at Fire Station 6 – Crescent Beach	Existing	St. Johns County	SJC Facilities Maintenance	F, HW, SS	1 year	HMGP	\$ 31,000	Not started
Improve Structural Resiliency - 2859 S. Ponte Vedra Blvd.	Existing	St. Johns County	Private Owners	H, SS, SLR	1 year	BRIC, homeowner	\$ 100,000	Not started
Install Shutters on St. Johns County Fire Station #7	Existing	St. Johns County	St. Johns County FR	H, HW	6 months	Local	\$ 50,000	Not started
Install Hurricane Shutters at SJC Council on Aging Senior Center	Existing	City of St. Augustine	SJC Council on Aging	H, HW, T	1 year	HMGP	\$ 50,000	Not started
Sea Level Rise Adaptation and Planning: NOAA National Water Level Observation Network	New	ALL	COSA Public Works	H, SS, F, SLR	1	HMGP, CDBG-MIT, FMA	\$ 210,000	Not started
South Dixie Highway Improvements	Existing	City of St. Augustine	COSA Public Works	F	3 years	Local, Federal	\$ 8,000,000	Phase 1 completed for box culvert replacement & elevation out of flood plain, Phase 2 would be remaining road- not started
Upgrade Signalization at A1A and L'Atrium Drive	New	St. Johns County	St. Johns County Public Works	H, HW, FR	6 months	HMGP	\$ 500,000	Not started
Upgrade Signalization at A1A and Marlin Avenue	New	St. Johns County	St. Johns County Public Works	H, HW, FR	6 months	HMGP	\$ 500,000	Not started
Upgrade Signalization at A1A and PGA Tour Boulevard	New	St. Johns County	Works	H, HW, FR	6 months	HMGP	\$ 500,000	Not started
Upgrade Signalization at A1A and Ponte Vedra Lakes	New	St. Johns County	Works	H, HW, FR	6 months	HMGP	\$ 500,000	Not started
Upgrade Signalization at US1 @ Shore Drive (Ponce Mall Entrance)	New	St. Johns County	SJC Public Works	H, HW	3 years	HMGP	\$ 500,000	In progress
Upgrade Signalization at US 1 @ Lewis Point Rd.	New	St. Johns County	SJC Public Works	H, HW	3 years	HMGP	\$ 500,000	In progress
Upgrade Signalization at Wildwood Drive and U.S. 1	New	St. Johns County	SJC Public Works	H, HW, FR	6 months	Local assistance	\$ 500,000	Not started
Permanent Emergency Standby Generator for Special Needs Shelter at Freedom Crossing Academy	Existing	St. Johns County	SJC EM	H, SS, HW, T, F	1 year	HMGP - COVID	\$ 325,000	Application Submitted under HMGP for COVID-19 and HMGP Sally
Windstorm Mitigation of St. Augustine Beach City Hall, Police Station and Bldg. C	Existing	City of St. Augustine Beach	COSAB Public Works	H, HW, T	3 years	HMGP - COVID	\$ 200,000	Application Submitted under HMGP for COVID-19
City of St. Augustine Beach Drainage Improvements on 7th, 8th and 9th Streets	Existing	City of St. Augustine Beach	COSAB Public Works	F, SLR, SS	3 years	HMGP - COVID	\$ 150,000	Application Submitted under HMGP for COVID-19

Project	New or Existing Structure/ Infrastructure	Jurisdiction*	Responsible for Project Implementation**	Hazard****	Project Time-Frame	Potential Funding Source	Estimated Project Cost	Project Status as of 4/15/22
COSAB Public Works Critical Facility Generator	Existing	City of St. Augustine Beach	COSAB Public Works	All	3 years	HMGP - COVID	\$ 70,000	Application Submitted under HMGP for COVID-19
Master Drainage Improvement								
16 Mile Creek Surface Water Improvements	Existing	St. Johns County	SJC Public Works & FERWD	F	5 years	State, Local	\$ 1,000,000	Not started
Deep Creek Master Drainage Study	Existing	St. Johns County	SJC Public Works	F	1 year	State	\$ 500,000	Not started
Deep Creek Conveyance Improvements	Existing	St. Johns County	SJC Public Works	F	3 years	HMGP	\$ 1,500,000	withdrawn from Irma HMGP
Drainage Improvement and Flood Mitigation of Ct Theophelia Neighborhood	Existing	City of St. Augustine	COSA Public Works	F, SLR	1-2 years	Local	\$ 1,000,000	Not started
Drainage Improvements around Anastasia Baptist Church	Existing	St. Johns County	SJC Public Works	H, SS, F, SLR	3 years	HMGP	\$ 1,500,000	Not started
Drainage Improvements at Avenue D	Existing	St. Johns County	SJC Public Works	F	1 year	CDBG-DR	\$ 400,000	CDBG funding. In progress
Drainage Improvements on CR 13 N	Existing	St. Johns County	SJC Public Works	F, SS	1 year	HMGP	\$ 1,500,000	withdrawn from Irma HMGP
Drainage Improvements at Frances Rd.	Existing	St. Johns County	SJC Public Works	F	1 year	HMGP	\$ 400,000	Not started
Drainage Improvements at Kings Road	Existing	St. Johns County	SJC Public Works	F	1 year	HMGP	\$ 400,000	Out for bid
Drainage Improvements at Lightsey Rd.	Existing	St. Johns County	SJC Public Works	F	1 year	HMGP	\$ 140,000	Not started
Drainage Improvements at Main Street	Existing	St. Johns County	SJC Public Works	F	1 year	HMGP	\$ 640,000	Not started
Drainage Improvements at Masters Drive	Existing	St. Johns County	SJC Public Works	F	1 year	HMGP	\$ 150,000	Not started
Drainage Improvement Fox Creek – Holmes Blvd	Existing	St. Johns County	SJC Public Works	F	1 year	HMGP	\$ 873,000	Awaiting word from FDEM
Drainage Improvements at North Beach	Existing	St. Johns County	SJC Public Works	H, SS, F, SLR	3 years	HMGP	\$ 2,000,000	Unlikely to proceed for Phase 2 due to BCA
Drainage Improvements at Old Moultrie Road	Existing	St. Johns County	SJC Public Works	F	1 year	HMGP	\$ 750,000	Not started
Drainage Improvements at West Augustine Service Areas 2 & 4	Existing	COSA and SJC	COSA and SJC Public Works	F	3 years	Local	\$ 920,000	withdrawn from Irma HMGP, proceeded with local funds
Drainage Improvements at S. Collins Ave. and Varella Ave.	Existing	St. Johns County	SJC Public Works	F, SLR	3 years	HMGP, local	\$ 600,000	Not Started
Drainage Improvements at S. Orange St.	Existing	St. Johns County	SJC Public Works	F	1 year	CDBG-DR	\$ 300,000	Started
Drainage Improvements at St. Augustine/Cypress Boulevard	Existing	St. Johns County	SJC Public Works	F	1 year	CDBG-DR	\$ 1,300,000	Started
Drainage Improvements at St. Augustine Shores	Existing	St. Johns County	SJC Public Works	H, SS, F, SLR	5 years	HMGP	\$ 2,500,000	Not Started
Drainage Improvements at St. Johns Avenue (Hastings)	Existing	St. Johns County	SJC Public Works	F	1 year	CDBG-DR	\$ 600,000	Started
Drainage Improvements at Tillman Ridge Landfill	Existing	St. Johns County	SJC Public Works	F, HM	1 year	Local	\$ 100,000	Started
Drainage Improvements at Winton Circle	Existing	St. Johns County	SJC Public Works	F	1-2 years	Local	\$ 1,500,000	withdrawn from Irma HMGP, proceeding with local funds
Drainage Improvements by Retrofitting Stormwater Outfalls Citywide	Existing	City of St. Augustine	COSA Public Works	F, SS, SLR	1-2 years	Local/CIP	\$ 1,600,000	43 of 103 in progress. Remaining to be prioritized and funding options evaluated
Drainage Improvements in the area of W. King St. and N. Rodriguez St. near the St. James Missionary Church	Existing	St. Johns County	SJC Public Works	F, SLR	3 years	CDBG-DR	\$ 500,000	Started
Increase Primary Stormwater Outfall Capacity/ Master Stormwater pump Station improvements	Existing	City of St. Augustine Beach	City of St. Augustine Beach	H, SS, F, SLR	1-2 years	HMGP	\$ 800,000	Waiting on Phase 2 execution
Jack Wright Island Road Drainage Basin Improvements	Existing	St. Johns County	SJC Public Works	F	1-2 years	Local		Started
Lake Maria Sanchez Sanchez Flood Mitigation	Existing	City of St. Augustine	COSA Public Works	H, SS, F	5 years	HMGP, Local	\$ 16,000,000	Phase 1 design underway
Roscoe Blvd. Outfall Improvements	Existing	St. Johns County	SJC Public Works	F	2 years	Local	\$ 500,000	Not started
Sunset Park Subdivision (Matanzas River/East Creek)	Existing	St. Johns County	SJC Public Works	F	1 year	CDBG, Local	\$ 5,000	Started
West King Street Corridor Improvement Plan	Existing	City of St. Augustine	COSA and SJC Public Works	F	2 years	Local, State	\$ 100,000	In-progress
Flood mitigation and Drainage of the Plaza de la Constitución	Existing	City of St. Augustine	COSA Public Works	F, SS, SLR	3 years	HMGP, Local, CDBG-MIT	\$ 4,645,000	newly added
Planning								
Adapting to Sea Level Rise: Planning Process Development	New	ALL	ALL	SLR	On-going	Federal, State, Local	\$ 100,000	Not started

Project	New or Existing Structure/ Infrastructure	Jurisdiction*	Responsible for Project Implementation**	Hazard****	Project Time-Frame	Potential Funding Source	Estimated Project Cost	Project Status as of 4/15/22
Develop Post-Disaster Redevelopment Standards For Infrastructure And Structures	New	ALL	ALL	ALL	2 years	State, Local	\$ 50,000	Not started
Development of a St. Johns County Floodplain Management Plan	New	ALL	ALL	F, SS, SLR	2 years	BRIC, FMA	\$ 75,000	Not started
Wildfire Mitigation								
Creating defensible space around structures	New and Existing	ALL	ALL, FPL, JEA	H, HW, W, FR	on-going	State	\$ 100,000	On-Going
Install System of Dry Fire Hydrants Including Priming Pumps in Flagler Estates Area	New	St. Johns County	SJC Fire Rescue	W, HM, TR	1 year	Local, State	\$ 1,000,000	Not started
Blue Highlight - Hurricane Irma HMGP Funding								
Yellow Highlight - Hurricane Matthew HMGP Funding								
Purple Highlight - Hurricane Dorian HMGP Funding								
St. Johns County - SJC; City of St. Augustine - COSA; City of St. Augustine Beach - COSAB; Flagler Estates Road and Water District - FERWD; Florida Power and Light - FPL; Jacksonville Electric Authority - JEA								
*Jurisdictions - This category identifies which jurisdiction the Mitigation Project is actually located in. When ALL is used in the Jurisdiction Column it is meant to include St. Johns County, City of St. Augustine, City of St. Augustine Beach								
**Responsible for Project Implementation - When ALL is used in the Responsible for Project Implementation Category is meant to include St. Johns County, City of St. Augustine, City of St. Augustine Beach, and the Town of Hastings.								
***Timeframe is considered time the project will take to complete once it is actually started and are only estimates. On-going is for projects that have no end time as they are things that are continually mitigated, such as education								
****Hazard - the following abbreviations will be used to signify which Hazards will be mitigated by a particular Mitigation Project - H - Hurricanes; SS - Storm Surge; HW - High Winds; T - Tornado; F - Flooding; W - Wildfires; HM - Hazardous Materials; TR - Terrorism; D - Drought/Heat Wave; FR - Freeze/Winter Storm; SLR - Sea Level Rise; ALL - Indicates that a Mitigation Project will mitigate against all hazards								
Updated - September 2021								

St. Johns County Local Mitigation Strategy Completed Mitigation Projects

Project	Project Status	Jurisdiction*	Responsible for Project Implementation**	Hazard****	Completion Date	Funding Source	Total Cost
Rehabilitation of existing sewer system in the Abbott Tract	Completed	City of St. Augustine	COSA Public Works	SS, F	2019	Local	
Relocation of Fire Station 5 and 11 out of Evacuation Zone	Complete	St. Johns County	SJC Fire Rescue	F, SS	2019	Local	
Flood Mitigation at S. Avenida Menendez Seawall Project	Complete	City of St. Augustine	COSA Public Works	F, SS	2016	FMA/HMGP	
Upgrade Signalization at A1A and Coastal Highway	Complete	St. Johns County	St. Johns County Public Works	H, HW, FR	2016	HMGP	
Upgrade Signalization at A1A and Solano	Complete	St. Johns County	St. Johns County Public Works	H, HW, FR	2016	HMGP	
Upgrade Signalization at U.S. 1 and Health Park Boulevard	Complete	St. Johns County	St. Johns County Public Works	H, HW, FR	2016	HMGP	
Install Shutters and a generator for the St. Johns County Pet Center	Completed	St. Johns County	SJC EM and SJC Animal Control	H, HW	2019	HMGP	
Emergency Standby Generators at Primary Hurricane Shelters: Osceola Elem. School, Otis A. Mason Elem. School, Mill Creek Elem. School	Completed	St. Johns County	SJC School District	ALL	2020	HMGP	
May Street @ Douglas (flooding) and at San Marco (constriction) - improve evacuation	Completed	City of St. Augustine	COSA Public Works	H, SS, HW, F, W, HM	2020	CDBG, State	\$ 1,000,000
Wastewater Treatment Plant Shoreline Hardening and Flood Proofing	Completed	City of St. Augustine	COSA Public Works	F, SS, SLR	2020	Local	\$ 140,000
Macaris Stormwater Outfall Resiliency Retrofit with Tide Check Valve	Completed	City of St. Augustine	COSA Public Works	F, SS, SLR	2021	Local	\$ 300,000
North and South Davis Shores Outfall Improvements	Completed	City of St. Augustine	COSA Public Works	F, SS	2020	Local, HMGP	\$ 1,500,000
Enhance construction of a new Emergency Communications Center outside storm surge zones	Completed	St. Johns County	SJC Public Safety	H, SS, HW, F	2021	Local	\$ 14,000,000
Upgrade Signalization at US1 @ County Road 210	Completed	St. Johns County	SJC Public Works	H, HW		HMGP	\$ 500,000
Drainage Improvements at Kings Estate Road	Completed	St. Johns County	SJC Public Works	F		HMGP	\$ 400,000
Drainage Improvements at Remington Forest	Completed	St. Johns County	SJC Public Works	F	2019	HMGP	\$ 250,000
Drainage Improvements at Rio del Mar Street & Fountain of Youth Boulevard	Completed	St. Johns County	SJC Public Works	F, SS	2020	Local	\$ 1,000,000
Emergency Standby Generator for Fuel Pumps at SJC Public Works Facility	Completed	St. Johns County	St. Johns County Public Works	F, HW, SS, F		Local	\$ 150,000
Shores Unit 2 Ground Storage Tank & Pumping Facility Standby Generator	Completed	St. Johns County	SJC Utilities	H, HW, T, TR, D, FR	1 year	HMGP	\$ 212,160.00
South Ground Storage Tank & Pumping Facility Standby Generator	Completed	St. Johns County	SJC Utilities	H, HW, T, TR, D, FR	1 year	HMGP	\$ 253,260.00
Drainage Improvements at Porpoise Point	Completed	St. Johns County	SJC Public Works		May 2022	HMGP-Irma	\$ 321,741.00

St. Johns County Local Mitigation Strategy Deleted Mitigation Projects

Project	New or Existing Structure/ Infrastructure	Jurisdiction*	Responsible for Project Implementation**	Hazard****	Reason	Deleted Date
GIS Enhancements for Mitigation Activities Countywide		All	SJC Geographic Information Systems	ALL	Not mitigation	2/27/2020
Electrical Utilities Underground - Ponte Vedra Beach	New and Existing	St. Johns County	Beaches Energy	H, HW,T,W, FR	Project submitted under different, more specific name	2/27/2020
Potable Water System Improvements in the Town of Hastings	Existing	St. Johns County	SJC Utilities	H, SS, F, D	Hastings dissolved (former sponsor of project), system taken over by SJC Utilities, upgraded and maintained	2/27/2020
Sawgrass Water Treatment Plant Standby Generator	Existing	St. Johns County	SJC Utilities	H, HW, T, TR, D, FR	Project scope changed	2/27/2020
Upgrade faulty septic systems	New and Existing	St. Johns County & COSA	COSA Public Works	SS, F	Not mitigation	2/27/2020
Drainage Ditch maintenance for flood control	New and Existing	ALL	ALL, FPL, JEA	H, HW, W	Not mitigation	2/27/2020
Purchase Excavation Equipment (backhoes, etc.) for Flood Mitigation	Existing	ALL	ALL	F	not mitigation	2/27/2020
Emergency Standby Generators at Lift Stations	Existing and New	ALL	Utilities	ALL	specific sites identified and listed for generators and/or emergency pumps	2/27/2020
Enhance Additional Facilities to expand Evacuation Shelter Spaces	New	St. Johns County	SJC EM and School Board	ALL	Specific projects identified, State shelter retrofit grants pursued	2/27/2020
Improve Evacuation Route Signage	New and Existing	St. Johns County	SJC Public Works	H, SS, HW, F	Not mitigation	2/27/2020
Install generator panel at critical facilities to accept temporary generators	Existing	ALL	Utilities	ALL	Specific facilities identified and mitigation projects sponsored	2/27/2020
Mickler Road (from 210 to A1A) Improvements for evacuation	Existing	St. Johns County	SJC Public Works	H, SS, HW, F, W, HM	Project scope changed	2/27/2020
Perform a safety study on A1A from Owens Avenue to SR 206 to improve evacuation	Existing	St. Johns County	SJC Public Works	H, SS, HW, F, W, HM	Project scope changed	2/27/2020
SR 206 evacuation improvements study from A1A to end of 206	Existing	St. Johns County	SJC Public Works	H, SS, HW, F, W, HM	Project scope changed	2/27/2020
Dam at Lake Belouthahatchee	Existing	St. Johns County	SJC Public Works	F	No identified sponsor/support for project	2/27/2020
Drainage Improvements at International Golf Parkway	Existing	St. Johns County	SJC Public Works	F	No longer a viable project	2/27/2020
Set up pre-contracts for temporary flood pumps	Existing and New	ALL	ALL	SS, F	Not mitigation	2/27/2020
Intersection Improvements within Flagler Estates Road and Water District	Existing	St. Johns County	FERWD/SJC Public Works	H, SS, F	Specific projects identified for improvements	2/27/2020
Marineland - Area from north end of revetment to northern Town limits (Underground sand barrier)	Existing	St. Johns County	St. Johns County Public Works	H, SS	Not mitigation	2/27/2020

St. Johns County Local Mitigation Strategy Deleted Mitigation Projects						
Project	New or Existing Structure/ Infrastructure	Jurisdiction*	Responsible for Project Implementation**	Hazard****	Reason	Deleted Date
Restoration of Emergency Berms in Summer Haven	Existing	St. Johns County	Summer Have Homeowner Ass.	H, SS	Not mitigation	2/27/2020
St. Augustine Beach (State Park to F St.)	Existing	City of St. Augustine Beach	COSAB and SJC	H, SS	Not mitigation	2/27/2020
Summer Haven	Existing	St. Johns County	St. Johns County Public Works	H, SS	Not mitigation	2/27/2020
Surfside Area	Existing	St. Johns County	St. Johns County Public Works	H, SS	Not mitigation	2/27/2020
Walk-over @ Mariners Watch	Existing	St. Johns County	St. Johns County Public Works	H, SS	Not mitigation	2/27/2020
Bartram Oaks Wastewater Treatment Plant Standby Generator	Existing	St. Johns County	SJC Utilities	H, HW, T, TR, D, FR	No room for a generator on the property	11/17/2020
Fruit Cove Wastewater Treatment Plant Standby Generator	Existing	St. Johns County	SJC Utilities	H, HW, T, TR, D, FR	cancelled	12/20/2019
Manhole Lid Inserts - Infiltration & Inflow Prevention - Ponte Vedra System - Sewer Collection System	Existing	St. Johns County	SJC Utilities	H, SS, F	did not meet BCA	12/28/2020
Manhole Lid Inserts - Infiltration & Inflow Prevention - St. Johns County Main System - Sewer Collection System	Existing	St. Johns County	SJC Utilities	H, SS, F	did not meet BCA	12/28/2020
Avenida Menendez Outfall Improvements	Existing	City of St. Augustine	COSA Public Works	F, SS	This project is being handled through 2 other HMGP's we have under way - Lake Maria Sanchez and the Avenida Menendez Flood Barrier Phase 1	4/20/2021

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: April 13, 2023

RE: QUARTERLY REPORT: 2ND QUARTER FY 2022-2023

Please find enclosed the following documents reflecting the fiscal year 2022-2023 2nd quarter in review for the City Attorney's office:

- ❖ **WORK LOG DRAFTING & REVIEW CHART (182 ITEMS)**
- ❖ **PUBLIC MEETINGS ATTENDANCE CHART (61.5 HOURS)**
- ❖ **CITY ORDINANCE VIOLATION DISPOSITION CHART (82 CASES)**
- ❖ **STAFF & NEW BOARD MEMBER TRAINING CHART (3 HOURS)**
- ❖ **ORDINANCE & RESOLUTION CHART (14 ITEMS)**

This quarterly report mirrors the same categories as our annual report. As always, should you wish to meet with me individually to discuss any of this information, or the specifics of a particular matter, please do not hesitate to let me know.

Matters of ongoing civil litigation with retained outside counsel appropriated from General Fund Reserves, invoiced monthly and approved on consent agenda are:

- 1) Marlowe v. City (*Docks and the City's submerged lands and riparian ownership*). Currently awaiting an appellate ruling in this case.
- 2) Stampedes v. City (*Dispute regarding expansion of an existing beer and wine dancehall to a requested full alcoholic State license in vicinity of a school*). This case was dismissed per Plaintiff's request on April 8, 2023.

Matters of ongoing bankruptcy litigation being handled in house are:

- 1) J. C. Penney Company, Inc. (*Unpaid utilities*)
- 2) NPC International, Inc. (*Unpaid utilities*)
- 3) Belk, Inc. (*Unpaid utilities*)

In addition, the Florida League of Cities provides coverage on some damages-based litigation.

Other litigation matters of note are:

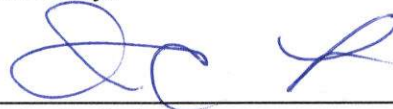
- 1) Edgerton v. City (*Injunction Against Removal of Confederate Monument*); defense provided by the City's insurance carrier. On August 16, 2021, the City filed its Motion to Dismiss. The Court ordered Plaintiff to respond to the motion. Plaintiff filed its response on September 17, 2021. The City filed a Case Management Report on September 23, 2021. On October 14, 2021, the Court entered an Order staying the case pending the outcome of litigation in two other separate lawsuits in other jurisdictions that may bear on similar issues regarding the removal of monuments. The Order also requires the parties to provide a status report every three months until further order, beginning on January 14, 2022. The Court

administratively closed the case during the stay. On January 18, 2022, Plaintiff filed notification that the United States Supreme Court declined to accept jurisdiction over one of the separate lawsuits, *Gardner v. Mutz*, and also advised that the 11th Circuit Court has tentatively indicated that oral argument in the other separate lawsuit, *Ladies Memorial Association v. City of Pensacola*, is expected to be scheduled during the week of April 25, 2022. On May 16, 2022, a decision was issued in *Ladies Memorial Association v. City of Pensacola* case, and the Court subsequently entered an Order lifting the stay in this case on May 18, 2022. An amended case management report was filed by the parties on June 9, 2022, per the Court's instruction and a telephone conference was held on June 13, 2022. Plaintiff filed its third amended Complaint on July 8, 2022. This City filed its Motion to Dismiss the third amended Complaint on August 11, 2022. Plaintiff filed a Motion in Opposition to the City's Motion to Dismiss as well as a Motion to file a response in excess of twenty (20) pages to the City's Motion on September 1, 2022. The Court entered an Order granting the Motion to file excess pages on September 13, 2022. The Judge Magistrate in the case entered an Order recommending dismissal on January 31, 2023. Plaintiff filed an objection to this recommendation. On March 20, 2023, the Court denied Plaintiff's objection and formally dismissed the case.

- 2) Shafer v. City (Writ of Certiorari); defense provided by City Attorney: On November 14, 2022, Jessica Shafer filed a Petition for Writ of Certiorari seeking the Court's review of a final order issued by the City Commission denying her application for a conservation overlay zone development permit for a wall. An Order to Show Cause was issued by the Court on March 27, 2023 providing the City with thirty (30) days to file its Response Brief. The deadline to file is April 27, 2023.

Please place this quarterly report on the consent agenda for the April 24, 2023 City Commission meeting. The attached charts are included for the Commission's information and I am available for a presentation if the Commission requests one.

Sincerely,



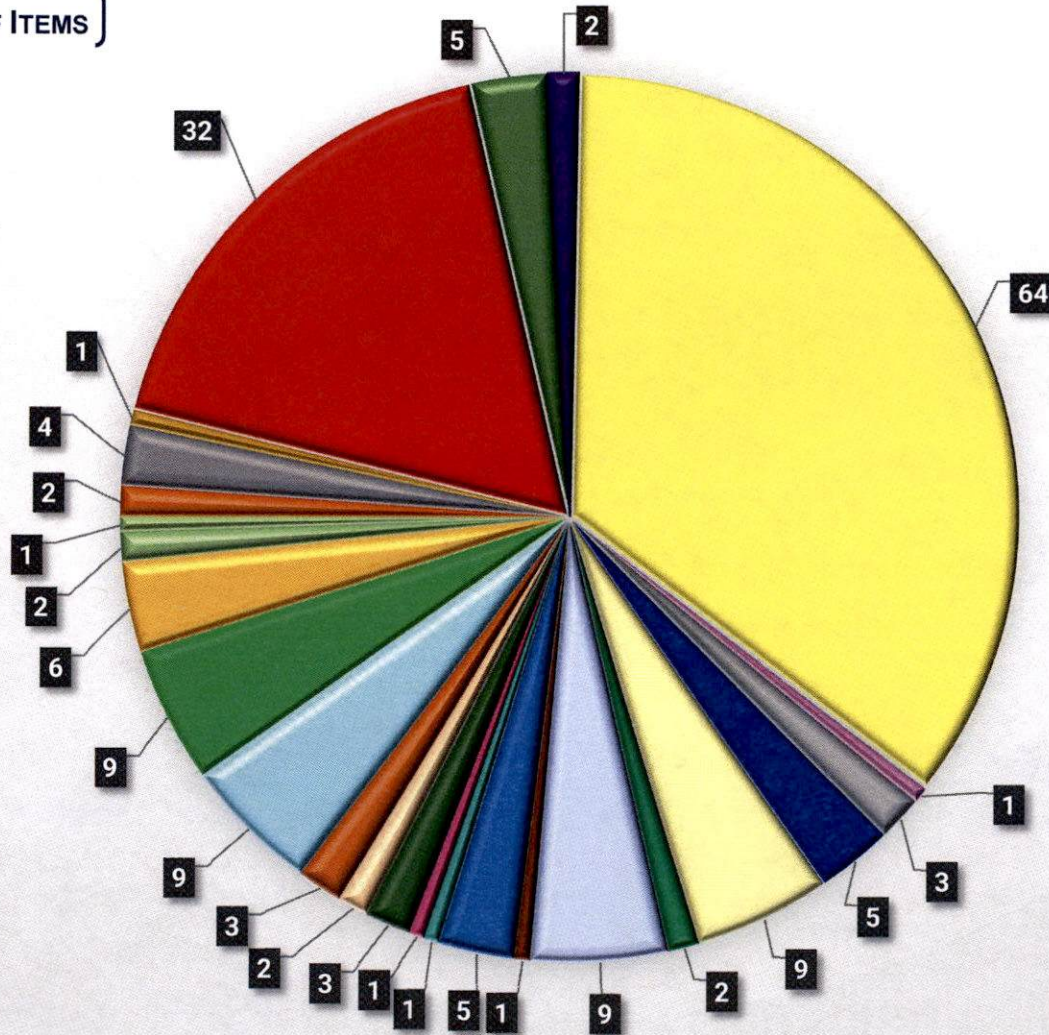
Isabelle C. Lopez
City Attorney

Attachments

WORK LOG DRAFTING & REVIEW: 2ND QUARTER FY 2022-2023

(BY NUMBER OF ITEMS)

(TOTAL: 182 ITEMS)



Agreement - 64

Contract - 5

Form - 9

License - 1

Memorandum of Understanding - 2

Ordinance - 9

Pleading - 1

Report - 1

Submerged Lands Lease - 2

Application - 1

Correspondence - 9

Interlocal Agreement - 1

Lien Release - 1

Notice - 3

Performance Bond - 6

Policy - 2

Research - 32

Bill of Sale - 3

Deed - 2

Lease Agreement - 5

Maintenance Bond - 3

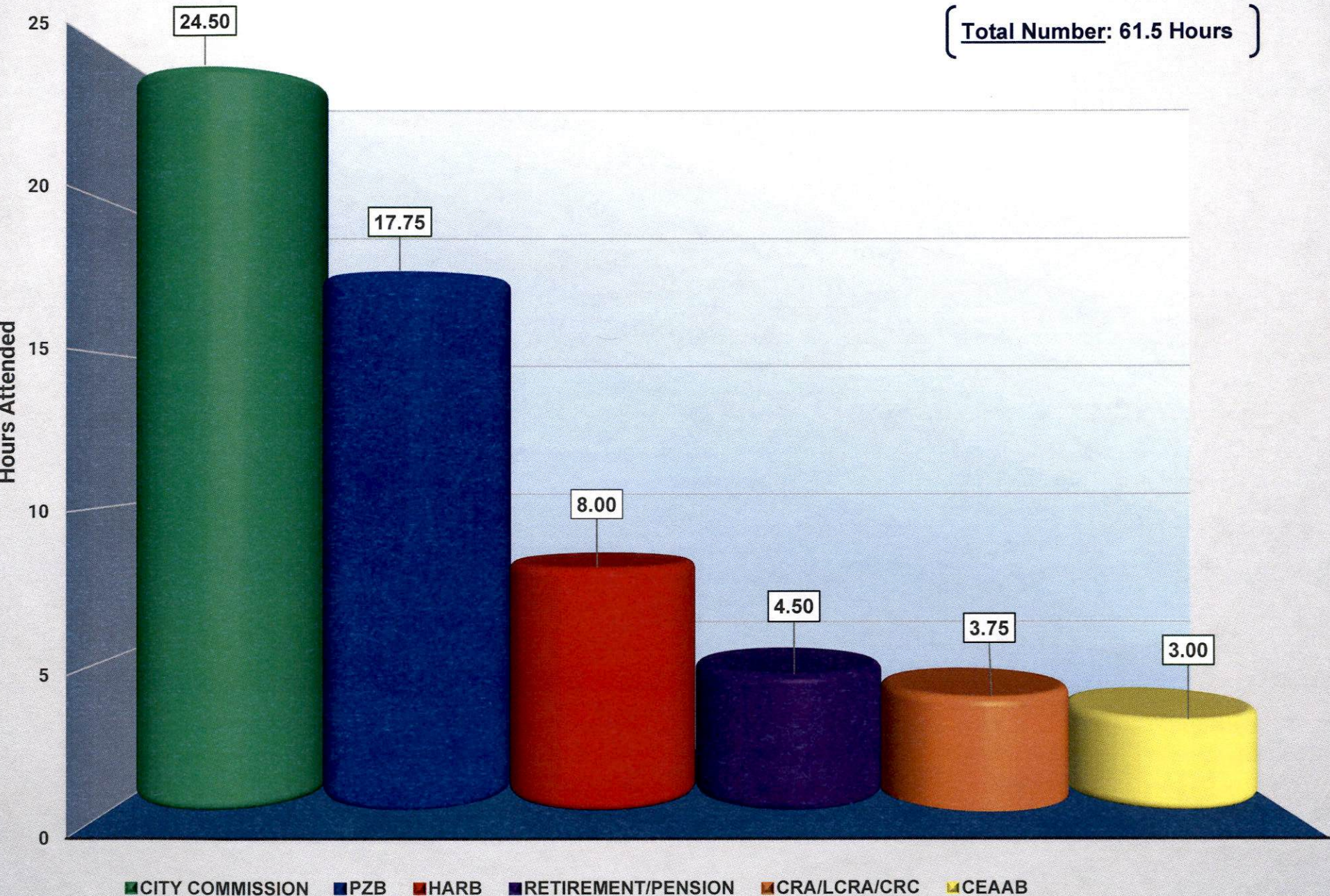
Order - 9

Petition - 2

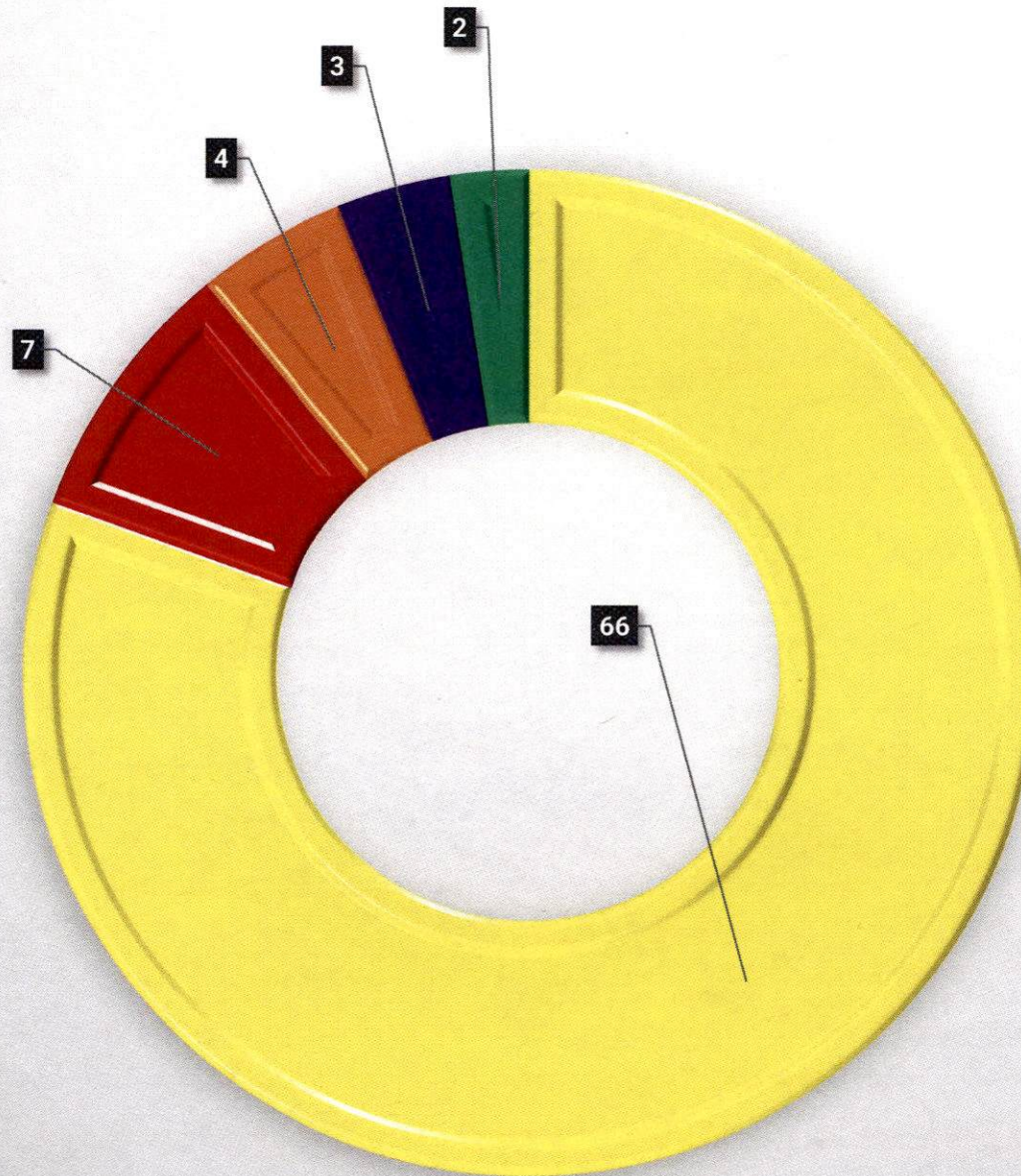
Release & Waiver - 4

Resolution - 5

PUBLIC MEETING ATTENDANCE: 2ND QUARTER FY 2022-2023



CITY ORDINANCE VIOLATIONS: 2ND QUARTER FY 2022-2023



(BY NUMBER OF CASES)

(TOTAL: 82 CASES)

- Adjudicated Guilty - 66
- Adjudication Withheld - 7
- Dismissed - 4
- Paid Fine - 3
- Nolle Prossed - 2

STAFF & NEW BOARD MEMBER TRAINING: 2ND QUARTER FY 2022-2023

{ BY NUMBER OF HOURS }

{ TOTAL: 3 HOURS }



ORDINANCES & RESOLUTIONS – 2ND QUARTER FY 2022-2023

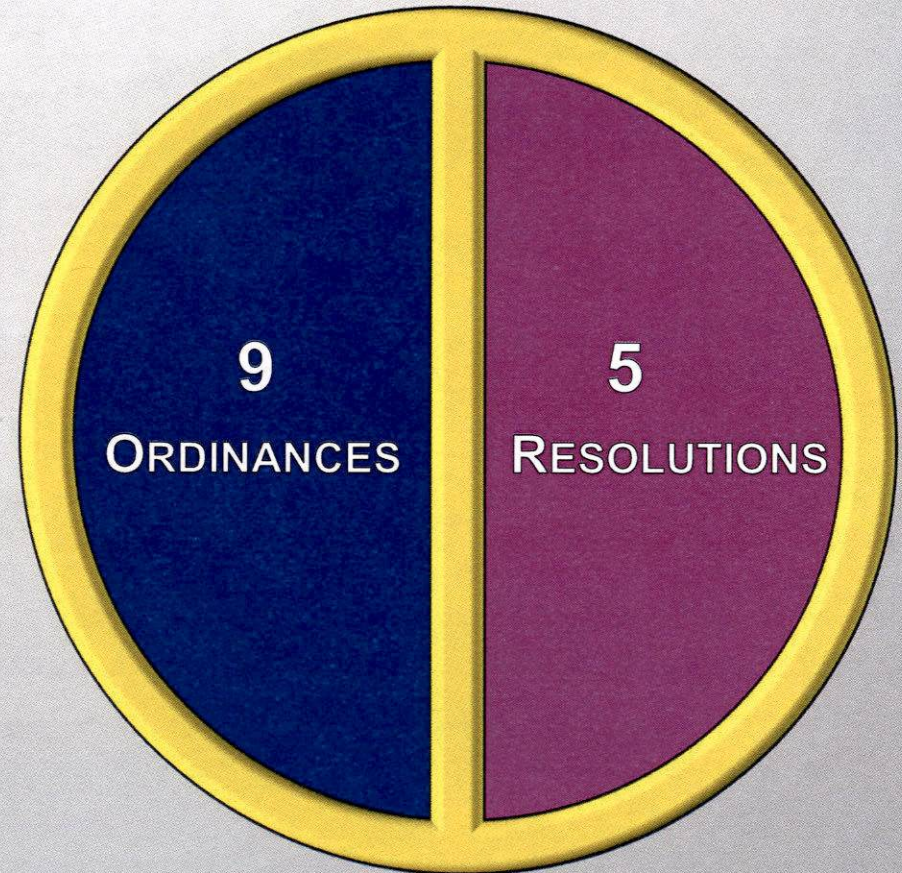
(TOTAL: 14 ITEMS)

ORDINANCES

- 2023-01: Prohibiting Fishing from the Seawall
- 2023-02: FLUM Amendment for 1700 N. Ponce de Leon
- 2023-03: Rezoning of N. 1700 Ponce de Leon
- 2023-04: FLUM Amendment for 1800 N. Ponce de Leon
- 2023-05: Rezoning of 1800 N. Ponce de Leon
- 2023-06: FLUM Amendment for 865 Fish Island Road
- 2023-07: Rezoning of 865 Fish Island Road
- 2023-08: Amendment to Idle-Speeds No Wake Zones
- 2023-09: GERB COLA

RESOLUTIONS

- 2023-01: Supporting a Lease of the State of Florida for 5 Acres of Land
- 2023-02: Authorizing Execution of Agreement w/ FDOT (May/San Marco)
- 2023-04: Authorizing Execution of Agreement w/ FDOT (SR 5A)
- 2023-05: Pilot Project for Shared Use Path on St. George Street
- 2023-06: Authorizing Execution of Agreement w/ FDOT (SR A1A)



CITY OF ST AUGUSTINE FLORIDA

M E M O R A N D U M

TO: John Regan
DATE: 04/04/2023
RE: Authorization to accept Federal Funding Assistance

Mr. Regan,

Attached is the award agreement for the Edward Byrne Memorial Justice Assistance Grant (JAG). Mayor Nancy Sikes-Kline is required to sign the agreement and it must be placed on the consent agenda as, "Authorization to accept federal funding assistance from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amounts of \$21,074.

This grant was awarded to the St. Augustine Police Department as part of our Expansion Program and will purchase (3) three Ruggedized Laptops, (3) three Traffic Lasers, (3) three Long Barrel Semi-Automatic Weapons, (3) three handguns and (3) three night sights for the handguns.



Asst. Chief Anthony Cuthbert

cc: Chief Jennifer Michaux

**State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308**

AWARD AGREEMENT

Recipient: City of St Augustine

Recipient SAM UEI: EYJGVQ5LEQ23

Award Number: 8C137

Award Period: 10/01/2022 – 09/30/2023

Award Title: C-8C137: ST. AUGUSTINE PD EXPANSION PROGRAM

Federal Funds: \$21,074.00

Matching Funds: \$0.00

CFDA: 16.738

Federal Award Number: 15PBJA-21-GG-00241-MUMU

Federal Program: Edward Byrne Memorial Justice Assistance Grant (JAG)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: Not

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of St Augustine (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget (**Appendix B**) incurred during each reporting period. The Recipient shall provide Quarterly Payment Requests to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Award ID: 8C137
Award Title: C-8C137: ST. AUGUSTINE PD EXPANSION PROGRAM
Award Period: 10/01/2022 – 09/30/2023

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Date: _____

Recipient City of St Augustine

Signature: _____

Typed Name and Title: Nancy Sikes Kline, Mayor

Date: _____

*** If using a designee, sign in the "Chief Official Designee" section below. ***

Chief Official Designee (optional) City of St Augustine

Signature: _____

Printed Name and Title: _____

Date: _____

THIS AWARD IS NOT VALID UNTIL SIGNED AND DATED BY ALL REQUIRED PARTIES

Appendix A - Scope of Work

Award Number: 8C137
Recipient: City of St Augustine
Award Title: C-8C137: ST. AUGUSTINE PD EXPANSION PROGRAM
Award Period: 10/01/2022 - 09/30/2023

Problem Identification

The City of St Augustine has seen its population increase and as a result this has added a greater strain on our Police Department responding to more calls for service. With the rise of terror acts on officers and mass shootings incidents, long and short barrel weapons are essential to protect the officers and help them overcome any potential threat. The computers will provide vital information about possible threats and crimes and up to date information about persons the officers are dealing with who could be potentially dangerous and a threat to the officers. The lasers will assist the officers in traffic enforcement and reducing excess speeding and thereby provide a safer environment for the citizens and tourists visiting St. Augustine.

Protection of our officers and providing them with the necessary equipment to meet any hazard they may encounter is of the utmost importance because they are able to protect citizens and visiting tourists.

The City of St. Augustine is funding three new positions and this grant appropriation will help to cover the cost of equipment for the new officers thus making the adding of new officers more cost efficient. If this funding is not approved the officers will be forced to utilize old equipment that is at greater risk of breaking down thus putting the new officers and the public at risk.

The City of St. Augustine Expansion Program aligns with both Federal and State priorities of Law Enforcement Equipment because this project will provide equipment for our three new officers which will increase police visibility and help to reduce response times while increasing public safety

Scope of Work

The City of St. Augustine Police Department will purchase 3-handguns, 3-night sights, 3-long barrel guns, 3- laptops (ruggedized) and 3-hand held lasers. Upon receiving the equipment, training on proper use and policies governing the use of the equipment will be provided to affected personnel of the Police Department.

This equipment will help our new officers do their jobs safely, efficiently and professionally. This will help to provide a higher level of police visibility and by thereby provide a safer environment benefiting residents and tourists.

Deliverables will be completed in accordance with the contractual agreement(s) between the City of St. Augustine and their vendor/provider. Minimum performance required to drawdown of funds includes the completion of at least one activity described above as attested to on the financial expenditure report. Documentation of deliverables must be maintained by the City of St. Augustine and made available for monitoring. Example documentation for the purchase of items and services include, but are not limited to procurement records (including quotes, competitive solicitation/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices and proof of payment, etc.

Appendix B - Deliverables

Award Number: 8C137
Recipient: City of St Augustine
Award Title: C-8C137: ST. AUGUSTINE PD EXPANSION PROGRAM
Award Period: 10/01/2022 - 09/30/2023

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to procure ruggedized laptops, traffic lasers, weapons and weapon accessories.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately \$21,074.00

Appendix C - Approved Budget

Award Number:	8C137		
Recipient:	City of St Augustine		
Award Title:	C-8C137: ST. AUGUSTINE PD EXPANSION PROGRAM		
Award Period:	10/01/2022-09/30/2023		
Award Amount:	\$21,074.00	\$0.00	\$21,074.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Ruggedized Laptops	3 Ruggedized Laptops @ @2750 each = \$8250 (includes associated peripherals ie keyboard, docking station card swipe reader etc.)	\$8,250.00	\$0.00	\$8,250.00
Traffic Lasers	3 traffic lasers @ \$2500 each = \$7500	\$7,500.00	\$0.00	\$7,500.00
Weapons	3 Long barrel semiautomatic weapons @ \$1175 each 3 handguns @\$500 each The City of St Augustine will cover the costs over the awarded allocation amount	\$5,024.00	\$0.00	\$5,024.00
Weapons accessories	3 night sights for handguns @\$100 each	\$300.00	\$0.00	\$300.00
D. Equipment Subtotal:				\$21,074.00

Appendix D: Award Contacts

Award Number: 8C137
Recipient: City of St Augustine
Award Title: C-8C137: ST. AUGUSTINE PD EXPANSION PROGRAM
Award Period: 10/01/2022 - 09/30/2023

Recipient Grant Manager (GM)

Name: Stephen Fricke
Title: Project Director
Address: 2950 Lewis Speedway
St Augustine, FL 32084-8639
Phone: 904 669 4643
Email: fristeve@yahoo.com

Recipient Chief Official (CO)

Name: Nancy Sikes Kline
Title: Mayor
Address: PO Box 210
St Augustine, FL 32085-0210
Phone: 904 825-0106
Email: nsikeskline@citystaug.com

Recipient Chief Financial Officer (CFO)

Name: Mark Simpson
Title: Finance Director
Address:
St Augustine, FL 32085-0210
Phone: 904 825-1030
Email: msimpson@citystaug.com

Appendix E: Special Conditions

Award Number: 8C137
Recipient: City of St Augustine
Award Title: C-8C137: ST. AUGUSTINE PD EXPANSION
PROGRAM
Award Period: 10/01/2022 - 09/30/2023

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

- S0001 This project requests federal grant funding for a law enforcement or criminal justice technology related project and may be subject to review and approval by the State Information Technology (IT) Point-of-Contact. By utilizing funds for this project, the recipient agrees to conform to all state and national standards for technology and information sharing systems that connect to, and/or interface with state and national system, and/or reside on the state Criminal Justice Network (CJNet). These standards include, but are not limited to, the FBI CJIS security policy and any rules, regulations or guidance enacted by the Criminal and Juvenile Justice Information System (CJJIS) Council under 943.06, F.S.
- W0002 WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for such equipment, the recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
- S0003 A risk assessment completed at the time of application review determined this project is low-risk. As a result, backup documentation related to expenditures must be maintained and made available upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
- W0004 WITHHOLDING OF FUNDS: The project period for this award starts 10/01/2022. Prior to the drawdown of funds, the Recipient must submit all required quarterly performance reports due since the start date of the award period.

Appendix F – FY2021 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the 2021 Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

For NCHIP and NARIP Awards

Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide

https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf

Office of Management and Budget (OMB) Uniform Grant Guidance (2 CFR Part 200)

Subpart A, Definitions

Subparts B-D, Administrative Requirements

Subpart E, Cost Principles

Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: www.gpo.gov/fdsys/

2 C.F.R. §175.15(b), Award Term for Trafficking in Persons

28 C.F.R. §38, Equal Treatment for Faith-Based Organizations

28 C.F.R. § 66, U.S. Department of Justice Common Rule for State and Local Governments

28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace

28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:

Title 34, U.S. Code, Crime Control and Law Enforcement

Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information

Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:

<https://fldoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf> and

<http://dos.myflorida.com/media/698314/g2-sl-2017-final.pdf>

State of Florida Statutes

Section 112.061, F.S., Per diem/travel expenses of public officers, employees, authorized persons

Chapter 119, F.S., Public Records

Section 215.34(2), F.S., State funds; non-collectible items; procedure

Section 215.97, F.S. Florida Single Audit Act

Section 215.971, F.S., Agreements funded with federal or state assistance

Section 215.985, F.S., Transparency in government spending

Section 216.181(6), F.S., Approved budgets for operations and fixed capital outlay

For NCHIP and NARIP:

FY2021 National Criminal History Improvement Program (NCHIP) guidance

(<https://www.bjs.gov/index.cfm?ty=tp&tid=47>)

(https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/nchip21_sol.pdf)

FY2021 NICS Act Record Improvement Program (NARIP) guidance

(https://bjs.ojp.gov/sites/g/files/xyckuh236/files/media/document/narip21_sol.pdf)

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. *See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.*

Fiscal Agent refers to the agency responsible for the administration of the PSN award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is \$10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name;

criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 Payment Contingent on Appropriation and Available Funds - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 Commencement of Project - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 Supplanting - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 Non-Procurement, Debarment and Suspension - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is \$100,000 or more, the sub recipient and implementing agency certify that they and their principals:

- 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal

department or agency;

- 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and
- 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

- 5.0 Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

- 7.0 State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

- 8.0 Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

- 9.0 "Pay-to-Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

- 10.0 The Coastal Barrier Resources Act** - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

- 11.0 Background Check** - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, F.S. shall apply.

All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

Such background investigations shall be conducted at the expense of the employing agency or employee.

- 12.0 Confidentiality of Data** - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

- 13.0 Conferences and Inspection of Work** - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State

of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

- 14.0 Insurance for Real Property and Equipment** - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.
- 15.0 Flood Disaster Protection Act** - The sub recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.
- 16.0 General Appropriations Restrictions** – The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.
- 17.0 Immigration and Nationality Act** - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 18.0 For NCHIP & NARIP: Enhancement of Security** - If funds are used for enhancing security, the recipient must:
- 1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
 - 2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.
- 19.0 Personally Identifiable Information Breaches** – The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

SECTION II: CIVIL RIGHTS REQUIREMENTS

- 1.0 Participant Notification of Non-discrimination** FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.
- 2.0 Title VI of the Civil Rights Act of 1964** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 CFR § 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program.
- Equal Employment Opportunity Certification (EEOC)** – The recipient must submit an EEO Certification annually within 120 days of award.
- Equal Employment Opportunity Program (EEOP)** – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. §42, Subpart E.
- Recipients are advised to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (<https://ojp.gov/about/ocr/eeop.htm>).
- 3.0 Title IX of the Education Amendments of 1972** If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 28 C.F.R. § 54, "Nondiscrimination on the basis of sex in education programs or activities receiving federal financial assistance."

- 4.0 Partnerships with Faith-Based and other Neighborhood Organizations** The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.
- 5.0 Americans with Disabilities Act** - Recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.
- 6.0 Section 504 of the Rehabilitation Act of 1973 (28 C.F.R. § 42, Subpart G)** - Recipients must comply with all provisions prohibiting discrimination on the basis of disability in both employment and the delivery of services.
- 7.0 Age Discrimination Act of 1975** - Recipients must comply with all requirements in Subpart I of 28 C.F.R. §42 which prohibits discrimination based on age in federally assisted programs.
- 8.0 Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.
- 9.0 Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
- 10.0 Filing a Complaint** - If the recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.
- Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
- Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.
- For additional information on procedures for filing discrimination complaints, please visit <https://www.fdle.state.fl.us/Grants/Contacts>.
- 11.0 Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
- 12.0 Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.
- 13.0 Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that they may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.
- 14.0 Civil Rights Training Requirements** – In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part [Civil Rights Training](#) and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILITY

- 1.0 Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide, the 28 C.F.R. § 66, and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned

interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

- 2.0 Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

- 1.0 Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.
- 2.0 Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.
- 3.0 Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.
- 4.0 Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.
- 5.0 Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.
- 6.0 Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

- 7.0 Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- 8.0 Program Income (PGI)** - All income generated as a direct result of award activities shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Any PGI remaining unspent after the end of the federal award period must be refunded to OCJG for transmittal to the Bureau of Justice Assistance.

- 9.0 Recipient Integrity and Performance Matters** - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

SECTION V: MONITORING AND AUDITS

- 1.0 Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide and the 28 C.F.R. § 66. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of s. 119, F.S., unless specifically exempted and/or made confidential by operation of s. 119, F.S., and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

- 2.0 Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).
- 3.0 Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, 2 C.F.R. §200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this

agreement.

- 4.0 Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.
- 5.0 High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.
- 6.0 Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high risk" for purposes of the DOJ high-risk list.
- 7.0 Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
<https://fdoswebumbracoprod.blob.core.windows.net/media/703328/g1-sl-2020.pdf>.
- 8.0 Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in § 120, F.S., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S.
- 9.0 Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.
- 10.0 Single Annual Audit** - Recipients that expend \$750,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" s. 215.97, F.S., "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than \$750,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

- 1.0 Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm>.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at <https://ojp.gov/funding/Implement/Resources/GuideToProcurementProcedures.pdf>.

- 2.0 Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the \$35,000 acquisition threshold and the contract was awarded non-competitively in accordance with s. 216.3475, F.S. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: [Reference Guide for State Expenditures](#).
- 3.0 Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide, 28 C.F.R. § 66, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", and 2 CFR Subpart E, "Cost Principles".
- 4.0 Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.
- 5.0 Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.
- 6.0 Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds \$250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (s. 287.057(5), F.S.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.
- 7.0 Personal Services** - Recipients may use award funds for eligible personal services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

- 8.0 Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants FinancialGuide(https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf); and all other applicable federal and

state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds \$650 (excluding travel and subsistence costs) per eight-hour day, or \$81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates, 28 C.F.R. § 66, and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the \$650 threshold does not apply.

FFATA Reporting Requirements - Recipients that enter into awards of \$30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at <https://ojp.gov/funding/Explore/FFATA.htm>.

- 9.0 Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines § 112.061, F.S. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.
- 10.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.
- 11.0 Training and Training Materials** – Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.
- 12.0 Publications, Media and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 200.315.

Publication or Printing of Materials - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

All electronic and print materials paid under this award must contain the following statements identifying the federal award:

"This project was supported by Award No. [Federal Award Number] awarded by the [Bureau of Justice Assistance/Bureau of Justice Statistics], Office of Justice programs. The opinions, findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors and do not necessarily reflect the views of the Department of Justice or grant-making component."

Any website funded in whole or in part under this award must include the same statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a web-based service, including any pages that provide results or outputs from the service.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

- 13.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS)** - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).
- 14.0 Information Technology Projects**

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 42 U.S.C. § 3789g(c)-(d). The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to <https://it.ojp.gov/technology-contacts>.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

- 15.0 Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at <https://www.dhs.gov/publication/funding-documents>.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

16.0 Global Standards Package - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at <https://it.ojp.gov/gsp>. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

17.0 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment – In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

- 1) Procure or obtain;
- 2) Extend or renew a contract to procure or obtain;
- 3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

18.0 Unreasonable Restrictions on Competition - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

- 1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
- 2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
- 4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

19.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

20.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the [DOJ Grants Financial Guide](#) is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

21.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed <https://www.centf.org/CTFLI/>

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness

as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

22.0 For NCHIP and NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

23.0 For PREA: PREA Audits - Recipients using funds, in whole or in part, to conduct PREA audits must utilize a DOJ certified PREA auditor who must abide by all applicable requirements in the DOJ PREA Auditor Handbook.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 Environmental Protection Agency's (EPA) list of Violating Facilities - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 National Environmental Policy Act (NEPA) - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

- 1) New construction;
- 2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- 3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- 4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
- 5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at <https://www.bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

3.0 National Historic Preservation Act – The Act will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

4.0 Human Research Subjects – The recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 Disclosures

Conflict of Interest - The recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict

of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

- 6.0 Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.
- 7.0 Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.
- 8.0 Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.
- 9.0 Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and §316.305, F.S., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
- 10.0 For JAG: DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at: <https://www.ncjrs.gov/pdffiles1/nij/si001062.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS (the National DNA Database operated by the FBI).

- 11.0 Environmental Requirements and Energy** - For awards in excess of \$100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 85), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.
- 12.0 Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.
- 13.0 Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm>.
- 14.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements:** Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

15.0 Employment Eligibility Verification for Hiring Under This Award – The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

- 1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
- 2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
- 3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
- 4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
- 5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to a award funded position under this award.
- 6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
- 7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
- 8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

16.0 Determination of Suitability to Interact with Minors – This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at <https://ojp.gov/funding/Explore/Interact-Minors.htm>.

17.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

- 1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
- 2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
- 3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

18.0 Safe Policing and Law Enforcement – Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in [Executive Order 13929](#). For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

19.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

20.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

- 21.0 For RSAT: Opioid Abuse and Reduction** - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.
- 22.0 For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.
- 23.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.
- 24.0 For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.
- 25.0 For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:
- 1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
 - 2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
 - 3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.