CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, AUGUST 26, 2024 - 5:00 PM
ALCAZAR ROOM

1. CALL TO ORDER

- Roll Call
- Moment of Silence and Pledge of Allegiance

2. ADMINISTRATIVE ITEMS

- Modification and Approval of REGULAR AGENDA

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

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

- 3 minutes per individual

5. CONSENT AGENDA

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.A.1. City of St. Augustine 2014 Vision Plan Update. *(A. Skinner, Director Planning and Building)*

7.B. Items of Great Public Importance

7.C. Other Items Requiring Public Hearing

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

8.A. Ordinances - Second Reading

8.A.1. **Ordinance 2024-28:** Amends littering regulations related to balloon releases. *(A. Owen, Assistant City Attorney)*

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

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

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

9.A. Ordinances - First Reading

9.B. Resolutions

10. STAFF REPORTS AND PRESENTATIONS

11. ITEMS BY CITY ATTORNEY

12. ITEMS BY CITY CLERK

13. ITEMS BY CITY MANAGER

13.A. Art Committee proposed art installation at the San Marco Avenue/May Street/San Carlos intersection recommendation. *(D. Birchim, 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 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 -

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON DATE: NONE

CA.3. Reminder of Upcoming Meetings:

- SEPTEMBER 5, 2024, 5:05PM, Special City Commission Budget Meeting
- SEPTEMBER 9, 2024, 4:30PM, Order of La Florida Award presentation to William "Bill" Dudley.
- SEPTEMBER 9, 2024, 5:00PM, Regular City Commission Meeting
- SEPTEMBER 19, 2024, 5:05PM, Special City Commission Budget Meeting
- SEPTEMBER 23, 2024, 4:30PM, Order of La Florida Award presentation to Pastor Laverne March
- SEPTEMBER 23, 2024, 5:00PM, Regular City Commission Meeting

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

- JULY 8,2024-Special City Commission Meeting (WCCRA Steering Committee Interviews)

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

- 4461 Sartillo Road-Richard Steinmeyer
- 56 Carrera Street-Bcs Acquisition Group LLC

CA.6. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING)

Certificate of Recognition: Recognizes the Honorable Marivi Monteserin, Mayor of Avilés, Spain, and her delegation for their contributions to and participation in the 100th Anniversary Celebration of our sister city relationship with Avilés, Spain. *(N. Sikes-Kline, Mayor)*

Proclamation 2024-28: Proclaims the month of September 2024 as National Recovery Month-Discover and Recover Community Organization. *(N. Sikes-Kline, Mayor)*

Proclamation 2024-28: Proclaims the month of September 2024 as National Recovery Month-The Oxford House. *(N. Sikes-Kline, Mayor)*

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

CA.8. Permission to use City Flag in celebration of the 100th Anniversary of the sister city relationship with Avilés Spain. *(M. Wissel, Communications Director)*

End Consent Agenda

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: July 15, 2024

RE: **City of St. Augustine 2014 Vision Plan update – General Public Presentations**

This memorandum is intended to introduce the Northeast Florida Regional Council (NEFRC) as the consultant team to help the city update the city's current 2014 Vision Plan. The current Vision Plan was drafted through an extensive public process and formally adopted by the City Commission as the guiding vision for the city. It was used as an important reference point and guiding principle for the 2020 update of the city's Comprehensive Plan.

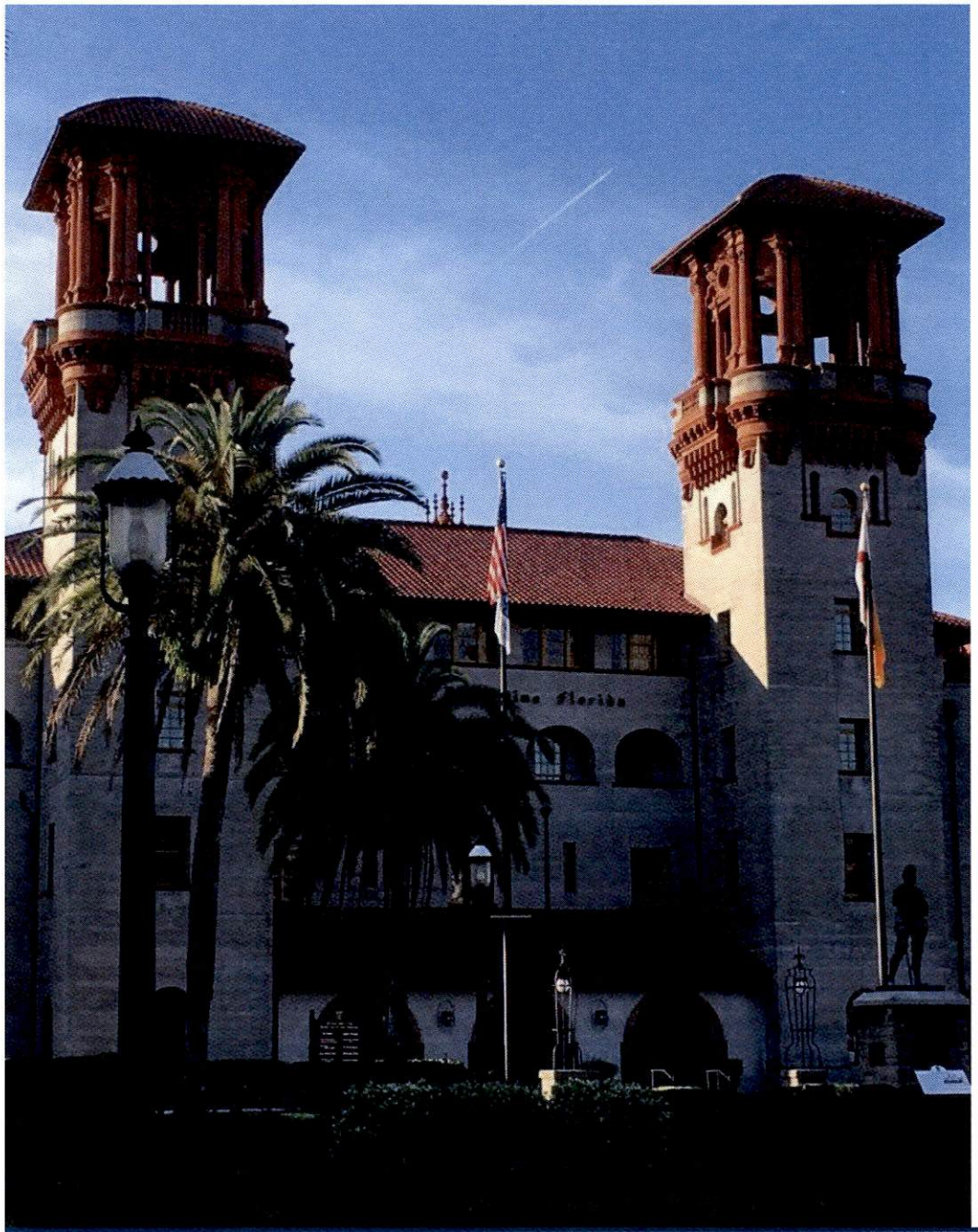
Now that 10 years have passed the City Commission has recognized that it is important to look at the document and determine any needed updates. Therefore, the city has engaged the NEFRC to help us through this process. The city and the NEFRC are initiating this conversation with the public to garner as much information and feedback as possible through a series of Public Workshops to be held around the city in the months of September and October. Discussion items will also be held with the Planning and Zoning Board (PZB), the Historic Architectural Review Board (HARB) and the Corridor Review Committee (CRC).

The overall update process will be held between August 26th with final adoption of an updated Vision Plan in January 2025.

Please place this item on the August 26, 2024, City Commission Agenda under General Public Presentations. Find attached a presentation provided by the NEFRC and a copy of the 2014 Vision Plan. Thank you for your attention to this matter.

If you have any questions, please call me at (904) 209-4320 or email at askinner@citystaug.com

Amy McClure Skinner, AICP
Director, Planning and Building Department



City of St. Augustine Vision Plan

Monica Dominguez
Northeast Florida Regional Council

NORTHEAST FLORIDA REGIONAL COUNCIL

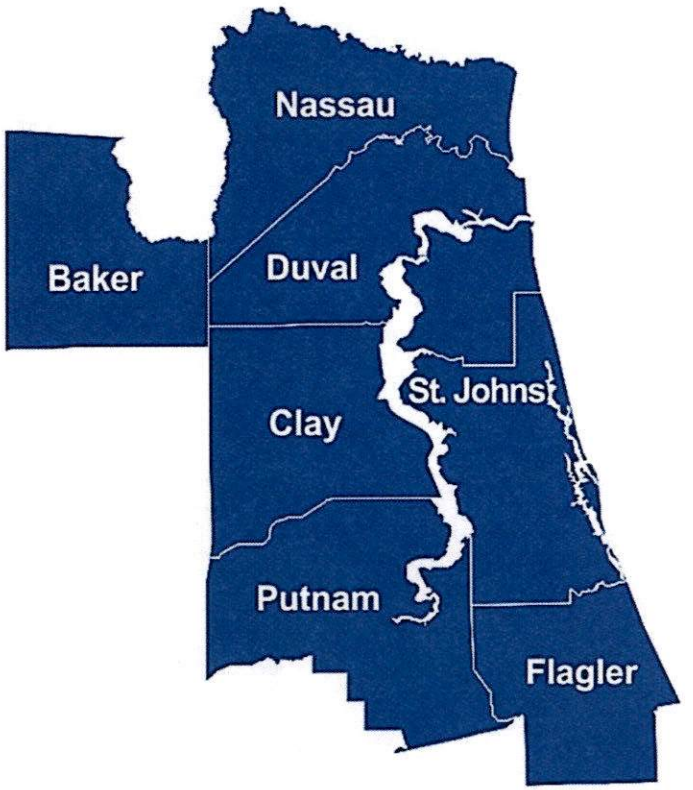
City Commission Meeting
August 26, 2024

CITY OF ST AUGUSTINE EST. 1565

Northeast Florida Regional Council

Our Mission

To celebrate the unique assets of Northeast Florida and to engage its people, businesses, governments, and organizations



NEFRC NORTHEAST FLORIDA REGIONAL COUNCIL

CITY OF ST AUGUSTINE EST. 1565

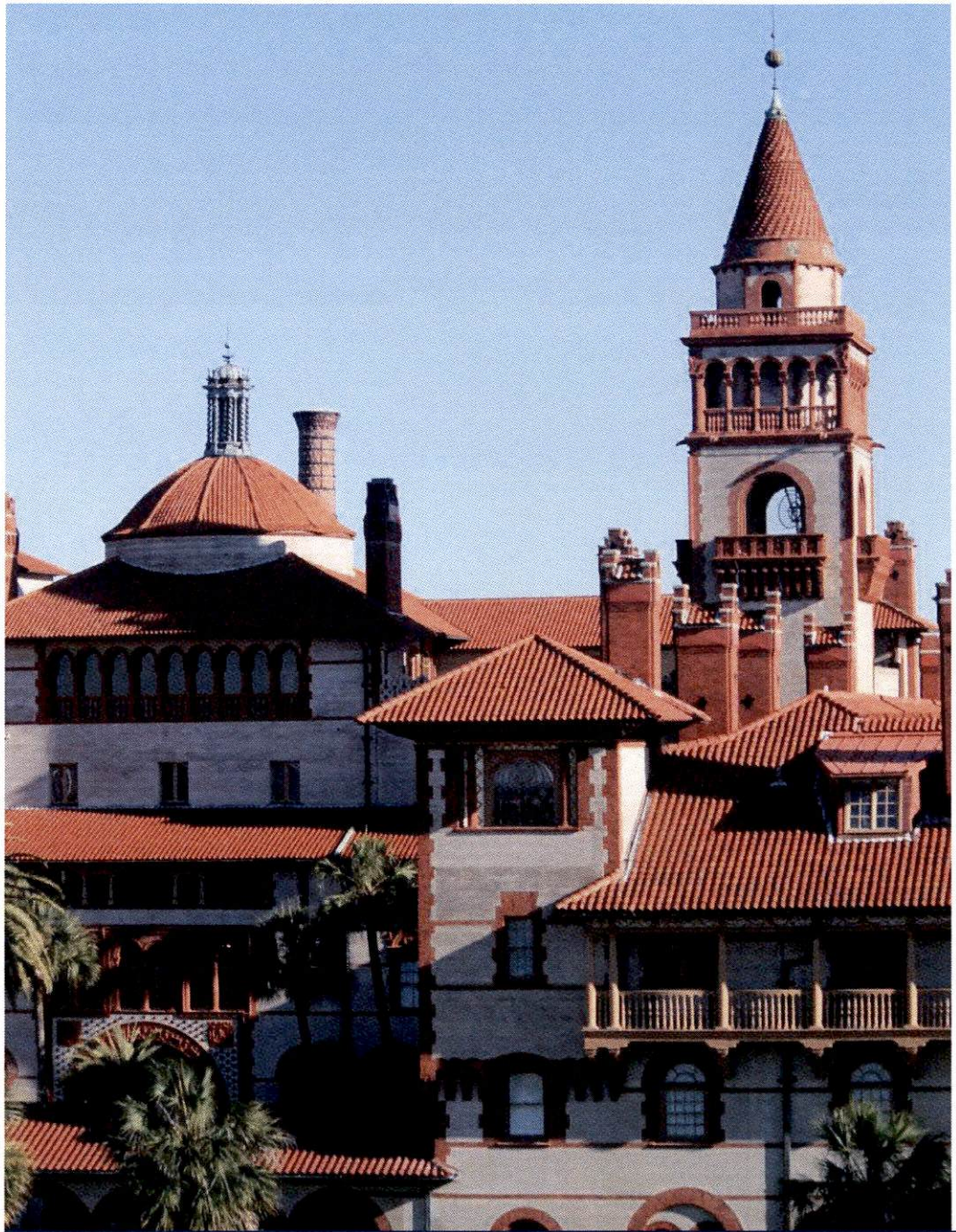
Northeast Florida Regional Council Team

- Eric Anderson, Deputy CEO, AICP
- Monica Dominguez, Program Manager
- Cassidy Taylor, Regional Planner
- Joe Cearley, Regional Planner
- Jack Shad, Project Manager



NEFRC NORTHEAST FLORIDA REGIONAL COUNCIL

CITY OF ST AUGUSTINE EST. 1565



THE CITY OF ST. AUGUSTINE HAS CHANGED SINCE 2014

St. Augustine's 2014 and Beyond Vision Plan has been a foundational document for the community's decision-making over the past decade.

St. Augustine wants to update the vision plan to include community feedback, goals, and objectives to guide the community in the coming years.

NEFRC NORTHEAST FLORIDA REGIONAL COUNCIL

CITY OF ST AUGUSTINE EST. 1565

THE VISION PLAN WILL INCLUDE:

- A Community Vision Statement
- Confirmation and development of themes
- A summary of public engagement



NEFRC NORTHEAST FLORIDA REGIONAL COUNCIL

CITY OF ST AUGUSTINE EST. 1565

COMMUNITY MEETINGS

Kick-off Meeting 1 – Thursday, September 12, 2024 @ St. Johns County Main Library from 5:00 pm -7:00 pm

Meeting 2 – Monday, September 16, 2024 @ St. Augustine Yacht Club from 6:00 pm-8:00 pm

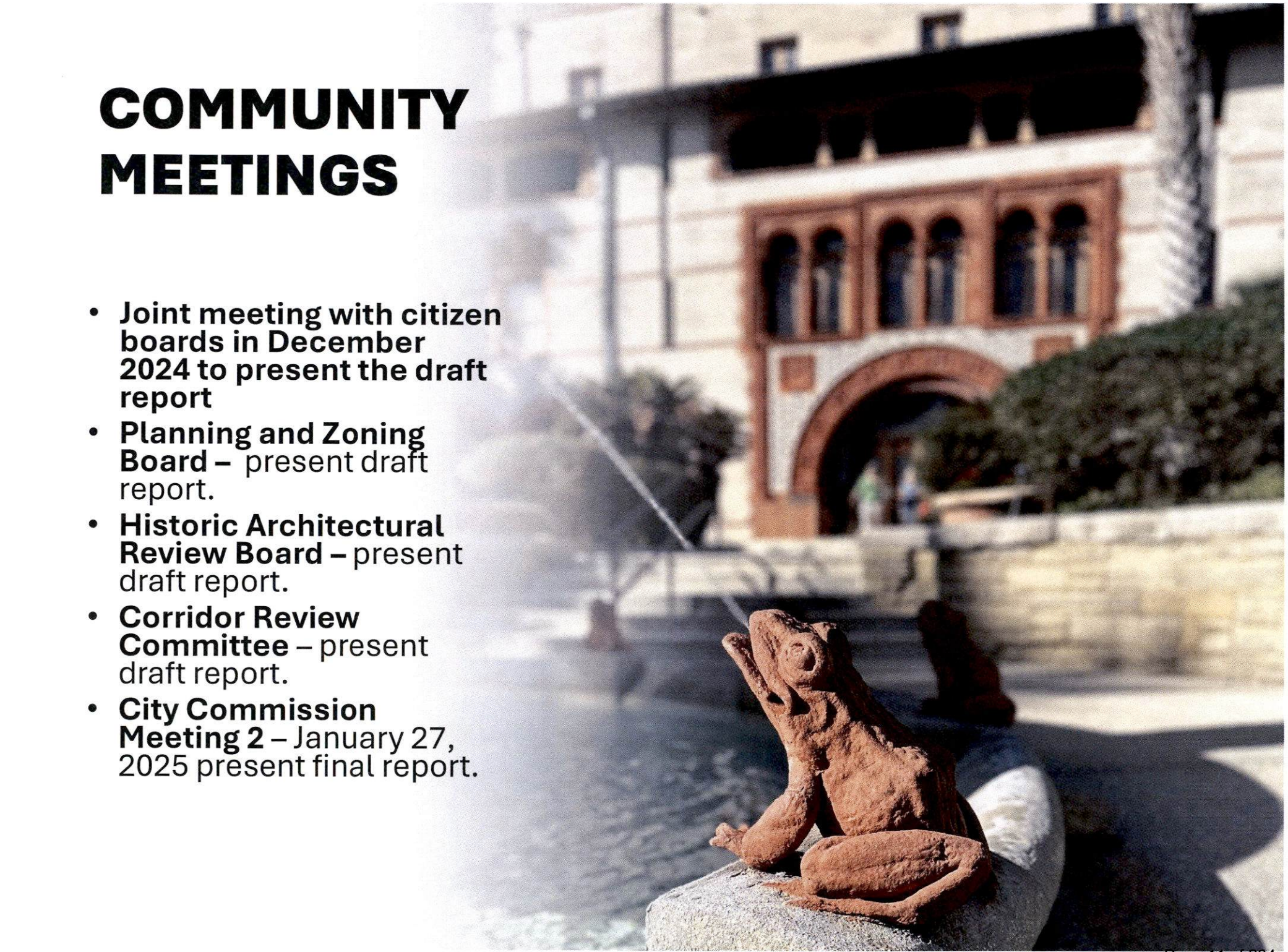
Meeting 3 – Wednesday, October 2, 2024 @ Willie Galimore Community Center from 6:00 pm-8:00 pm

Meeting 4 – Tuesday, October 16, 2024 @ Waterworks Building from 6:00 pm -8:00 pm

Meeting 5 – Tuesday, October 29, 2024 @ Shiloh Baptist Church, West King Street from 6:00 pm-8:00 pm.

Final Community Meeting 6 – Wednesday, November 13, 2024 @ Alcazar Room, City Hall from 6:00 pm-8:00 pm.

COMMUNITY MEETINGS



- **Joint meeting with citizen boards in December 2024 to present the draft report**
- **Planning and Zoning Board –** present draft report.
- **Historic Architectural Review Board –** present draft report.
- **Corridor Review Committee** – present draft report.
- **City Commission Meeting 2** – January 27, 2025 present final report.

Meeting Schedule

August 26, 2024
Project Introduction to City Commission

September 12, 2024
Community Kick-off - Meeting #1

September 16, 2024
Community Meeting #2

October 2, 2024
Community Meeting #3

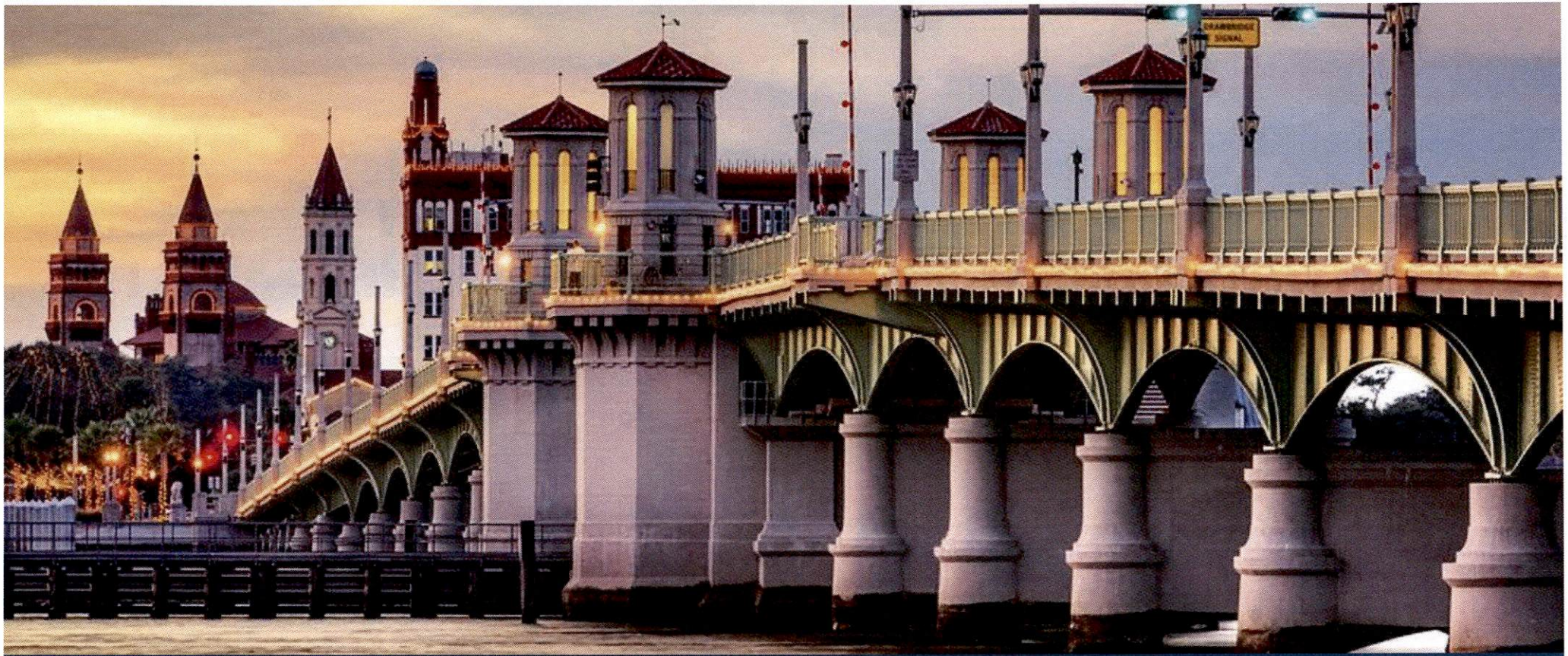
October 16, 2024
Community Meeting #4

October 29, 2024
Community Meeting #5

November 13, 2024
Final Community Meeting #6

December 2024
Joint meeting with Citizen Boards (PZB, HARB and CRC)

January 27, 2025
City Commission



Additional Discussion / Questions?

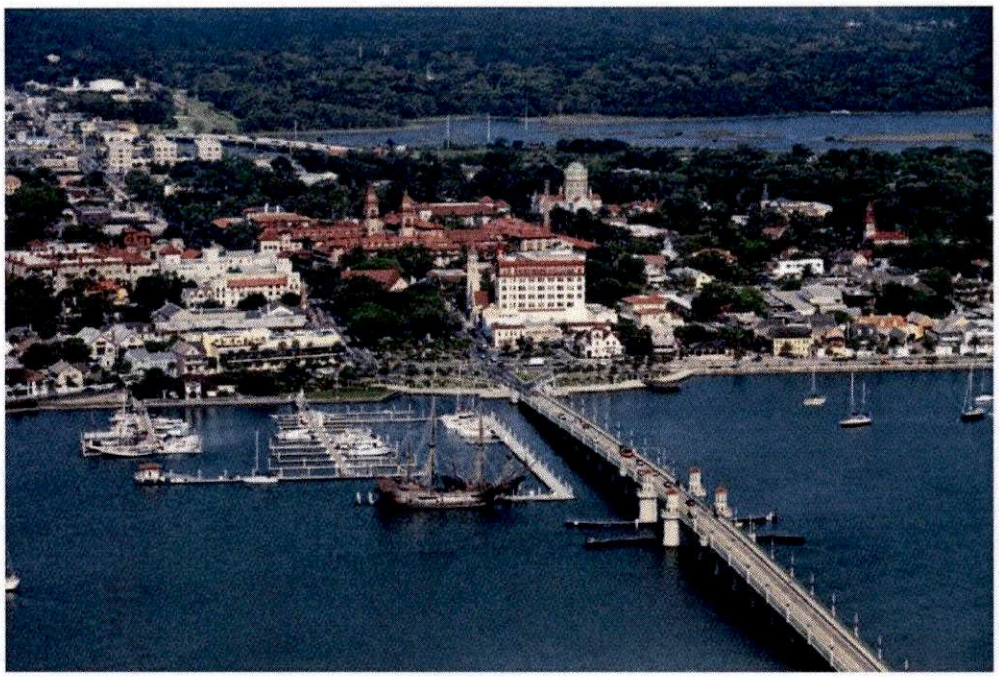


Monica Dominguez
Northeast Florida Regional Council

StAugustineVision@nefrc.org

NORTHEAST FLORIDA REGIONAL COUNCIL
NEFRC

CITY OF ST AUGUSTINE EST. 1565



CITY OF ST. AUGUSTINE

VISION PLAN

2014 AND BEYOND

Prepared by: Vision 2014 & Beyond Steering Committee
Prepared for: City of St. Augustine City Commission

Completed June 2015

CITY OF ST. AUGUSTINE
VISION 2014 AND BEYOND

To: Nancy Shaver, Mayor
Leanna Freeman, Commissioner
Todd Neville, Commissioner
Nancy Sikes-Kline, Commissioner
John Regan, City Manager

From: The *Vision 2014 & Beyond* Steering Committee

June 8, 2015

For well over a year, The *Vision 2014 & Beyond* Steering Committee engaged in a open dialogue with the St. Augustine community through surveys, town halls, and many neighbor-to-neighbor conversations with one aim: to understand the trends and forces that will shape the future for the City of St. Augustine.

Then, after many hours working to define the future our community desires, taking into account the needs, hopes, expectations, and values of our residents, property owners, businesses and visitors, we developed a roadmap to that future: The 2014 & Beyond Vision Plan.

We believe this vision plan articulates a shared vision, the underlying principle that will guide our efforts, the results we seek to achieve through this effort, and specific goals and objectives to focus our future work.

We thank you for the opportunity to participate in the initiative and look forward to a bright future for the Nation's Oldest City.

The *Vision 2014 & Beyond* Steering Committee
Roxanne Horvath, Vice Mayor/Commissioner
Steering Committee Chair

Steering Committee Members
(Original committee members serving throughout the visioning initiative)*

Katherine Batenhorst
Jeanette Berk*
Cathy Brown
Vaughn Cochran*
Rob DePiazza
Linda Dixon*
George Jacunski
Phillip McDaniel
Jan Miller*
Ryan Murphy
Grant Misterly*
Rhey Palmer*
Jeanne Prickett*
Pat Reilly
Wolfgang Schau
Tracy Upchurch*
Len Weeks*
Greg White
Andy Witt*
Carolyn Wright

Facilitator
Herb Marlow, Analytica Consulting

THE VISION STATEMENT

St. Augustine will be a livable, authentic, waterfront city that builds upon its rich history and environment to create a distinctive community character founded on a healthy and vibrant economy, a diverse mix of people and experiences, and a valuing of its natural assets.

GUIDING PRINCIPLE: BALANCE

The development and execution of the Vision Plan will consistently seek to develop and use a set of governing principles, practices, and processes that balance the interests of residents, businesses, institutions, and visitors which contribute to a livable, authentic, character based, and vital community.



THE FOUR APPROACHES

The Steering committee reached consensus that there are four approaches critical to the success of the *Visioning 2014 & Beyond* Vision Plan.

A CALL TO ACTION

Time and time again, whether among ourselves or in community dialogue, we heard "we have been saying this for years" or "the 1995 vision said this and nothing was done." The fact that the same challenges were repeatedly identified by various studies with no results was a familiar statement.

We recognize that much of what is proposed will take time to implement, and acknowledging that we don't want to engage in "ready...fire...aim" approaches, we still need to "fire."

There are actions that can be initiated now and those should be identified and implemented quickly. Also, recognizing that trying to do everything at once means nothing gets done, we have identified the priority that should be the first focus of the City. We believe creating progress on this first priority will generate the confidence, trust, and energy to address other goals and objectives. Communication of this progress in multiple ways will be critical.

THE FIRST PRIORITY

In order to ascertain the first priority, we analyzed two critical concerns.

The first was livability. Residents, businesses, and visitors all want a City that is livable, a City that retains those important quality of life aspects critical for resident and visitors alike.

There was agreement that the community wants a more vibrant and dynamic city, and there was agreement that a strong and viable business community is critical to sustain the City. As these concerns were analyzed, we identified one barrier that stands in the way of successfully addressing these two concerns: the lack of mobility.

Traffic and parking were consistently identified in every conversation with every group, thus we recommend that the first priority of the City be developing and implementing a holistic solution that encompasses parking solutions, alternative means of transport, creative uses of existing assets, and accessibility.

THE NEED FOR BALANCE

A constant voice throughout the community was the value placed on St. Augustine as a living community and the need to manage the tensions and pressures that all living communities have as they seek to make choices about their future.

St. Augustine experiences the natural tension present in communities with an extensive tourism industry, the pressures of large numbers of visitors vs. the daily experience of residential life in such a community. St. Augustine certainly has those tensions.

Tourism undergirds much of our economy, bringing both benefits and costs, and while tourism generates much of the tension mentioned before, we also recognize that the industry brings economic benefits and is the source of the many quality of life features that would not otherwise exist in a similar sized city.

Therefore we stress as our core principle the practice of balance where the values and needs of all community members be heard, understood and considered as decisions are made and policies established. This requires a process in which balanced solutions or decisions are the explicit goal.

EXECUTION AND ACCOUNTABILITY

A vision is just that, a vision, if there is no action. For this vision plan to become realized, we all must assume responsibility for it.

We propose an annual community review of progress toward the goals and objectives stated in this vision plan so there may be a discussion of accomplishments and renewed commitment to priorities. We leave to the Commission the decision as to the format for this review, but we do encourage that it be as public and participatory as feasible. To review status, the Commission will need to ensure that there is a measurement system in place to measure progress.

STRATEGIC RESULTS

This Vision Plan is intended to produce four results:

LIVABILITY

The City of St. Augustine is a safe and pleasant place to live where the experiences and services that make life enjoyable and rewarding are accessible. It is a welcoming and compassionate community that embraces diversity in all senses of that term. The intent of this theme is that St. Augustine be an even more desirable place to live by offering the full range of experiences that make a city highly livable.

AUTHENTICITY

The City of St. Augustine has protected its rich layers of history while adding to those layers as a living and dynamic community which is fully engaged in today's world. The intent of this theme is that St. Augustine remain a work, live, play city that is multi-generational and culturally diverse and that it will manage change while also protecting its distinctive features.

CHARACTER

The City of St. Augustine has protected its historic physical character by maintaining its built scale, its architecture, its intensity and density of uses, and its natural environment. It has also maintained and strengthened its social and cultural character through continued development as an arts and culture hub, a culinary destination, and a small town of both historical and architectural depth. It is the intent of the Vision Plan to protect, retain or enhance those features of the city (be they natural, built, or human) which make St. Augustine a historic and distinctive community.

VITALITY

It is the Vision Plan's intent to enhance the level of economic activity in the City so as to encourage the development of diverse existing and new entrepreneurial economic drivers, maintain and restore a rich and healthy physical eco-system, and support a diverse group of people who find St. Augustine home.

ROADMAP

Following, in a strategy map format, is the work proposed by the Vision Plan to realize the vision and achieve the four strategic results.

CITY OF ST. AUGUSTINE • 2014 & BEYOND VISION PLAN ROADMAP

VISION: THE DISTINCTIVE COMMUNITY

PRINCIPLE — **BALANCE**

	LIVABILITY	AUTHENTICITY	CHARACTER	VITALITY
STRATEGIC RESULTS	Maintain the quality of life for residents by focusing on City policies and resources to enhance livability.	Encourage and facilitate development and redevelopment in ways that are consistent with the look and feel of the various areas of the City.	Maintain St. Augustine as a small residential community while protecting its historic features and scale, distinctive neighborhoods, hospitality, and natural environment.	Secure the vitality and sustainability of St. Augustine for the future through policies and practices that support economic vitality, environmental assets, and human diversity.
GOALS	Improve mobility. Increase diversity of people, places, and economic opportunity. Establish a greater sense of place.	Promote those local features that are found only in St. Augustine. Encourage the growth of small businesses and experiences that are historically accurate or consistent with respect to St. Augustine. Recognize and promote historic diversity.	Strengthen the distinctiveness of various neighborhoods and districts. Improve the City aesthetics.	Promote attracting visitors who value the City's unique blend of history, arts, architecture, and culinary features. Support regional cooperation in economic development. Promote a vibrant arts and cultural life. Promote and enforce policies and practices to maintain a rich and healthy physical ecosystem. Recognize and promote diversity in the cultures and histories that comprise St. Augustine of the past and present. Create incentives to ensure a balance in the development of business, recreation, education, and culture for residents and visitors.
OBJECTIVES	Establish as the first priority of the City the implementation of a comprehensive mobility plan with funding strategies to address all transportation modes: visitor and resident parking, ADA* accessibility, visitor way finding and intercept. Develop budget and metrics that align with vision. Participate in the homelessness strategy developed by the County.	Expand the use of neighborhood empowerment zoning standards and tools to support the interests and goals of the various areas of the City. Establish a heritage tourism task force as recommended by the 2003 NHTP** report. Among its assignments should be: overhauling the training, testing, and enforcement of the City's tour guide program that will result in historically comprehensive tours that capture the distinctiveness of St. Augustine, and developing an incentive program to encourage historically accurate and diverse businesses. Complete historic preservation plan and put policies in place to promote historic and cultural diversity and encourage and facilitate redevelopment in ways that are consistent with the current and historic look of the City and with the vision.	Review the event management policies and procedures with the intention of promoting diversity and neighborhood protection. Develop and promote a brand identity and accompanying message that features the distinctiveness of our neighborhoods, art communities, culinary experiences, and historical diversity. Eliminate overhead cabling. Eliminate billboards. Re-design entry corridors into distinctive destinations.	Increase City participation in regional economic development strategies and activities. Develop a sustainability report on our ecosystem to address protection of natural assets, foreseeable environmental changes, and potential responses. Develop a comprehensive Utility and Infrastructure Plan to remedy deficiencies, increase efficiency and resiliency, and reduce environmental and aesthetic impacts including overhead utility lines. Complete a study of the fair and accurate economic contribution to the City of tourism.

*ADA - Americans with Disabilities Act **NTHP - National Trust for Historic Preservation



For more information, contact:

The City of St. Augustine

P.O. Box 210

St. Augustine, Florida 32085

904.825.1006

cosa@citystaug.com

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: August 14, 2024

RE: **ORDINANCE 2024-28: AMENDMENT TO RELEASE OF BALLOONS**

Please find enclosed Ordinance 2024-28 regarding the amendment to the City's Littering provision that serves to repeal the balloon release provision found in Section 22-2(b) of the City's code.

In 2021, the City passed Ordinance 2021-14 prohibiting the intentional release of certain balloons within city limits. Recently, Governor DeSantis signed into law HB 321 which amended Florida Littering Law and established regulations that prohibit the release of balloons. Consequently, because the amended state litter law regulates the release of balloons, it renders our balloon release provision obsolete.

Please place Ordinance 2024-28 on the regular City Commission agenda for second reading on August 26, 2024.

Thank you.

/s/ April R. Owen

April R. Owen
Assistant City Attorney

Attachment

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

Agenda Title:
Ordinance 2024-28 amends littering regulations related to balloon releases.

ORDINANCE NO. 2024-28

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 22 OF THE CITY CODE TO CONFORM TO STATE LAW; 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 AN EFFECTIVE DATE.

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

WHEREAS, on August 9, 2021, the City passed ordinance 2021-14 prohibiting the intentional release of any helium or lighter-than-air gas filled balloons into the air within the city limits; and

WHEREAS, on June 25, 2024, Governor DeSantis signed into law HB 321 which amended Florida Litter Law establishing regulations that prohibit the release of certain balloons; and

WHEREAS, the amended Florida Litter Law now regulates the entire issue of balloon releases, thereby rendering Section 22-2(b) of the City code obsolete; 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 amendment be adopted.

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

Section 1. Amending Chapter 22, Article I, Section 22-2. Chapter 22, Article I, Section 22-2 of the Code of the City of St. Augustine is hereby amended, as follows:

Sec. 22-2. - Littering.

(a) It shall be unlawful for any person to throw, place, deposit or allow to fall or drain into or on any street, lane or alley, or the sidewalks of any street or lane, or the public places of the city, the peel, rind or covering of any fruit, vegetable or melon, or any garbage, trash, offal, wastepaper, dodger, printed circular, litter sweepings, crustacea or mollusks, including drainage therefrom, or waste of any kind, or to leave thereon or therein an unreasonable time any sink, barrel, box or receptacle for garbage, slop water or waste of any kind, liquid or solid.

~~(b) It shall be unlawful for any person, group, or corporation to intentionally release any helium or lighter-than-air gas filled balloons into the air within the city limits except for:~~

~~1) Balloons released by a person on behalf of an educational institution, governmental agency or pursuant to a governmental contract for scientific or meteorological purposes.~~

(~~c~~b) Offenses under this section shall be punishable as a civil infraction with a penalty of no more than one hundred dollars ($100.00) per violation.

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

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

Section 4. Severance of Invalid Provisions. In the event that any section, subsection, sentence, clause, phrase, word, term or provision of this Ordinance shall be held by a court of competent jurisdiction to be partially or wholly invalid, unconstitutional or unenforceable or involved for any reason whatsoever, any such invalidity, unconstitutionality, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this Ordinance, and this Ordinance shall be read and/or applied as if the invalid, unconstitutional, illegal, or unenforceable section, subsection, sentence, clause, phrase, word, term or provision did not exist.

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

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2024.

ATTEST:

_____
Nancy Sikes-Kline, Mayor-Commissioner

_____
Darlene Galambos, City Clerk

(SEAL)

CITY OF ST. AUGUSTINE

M E M O R A N D U M

TO: Mayor and Commissioners

DATE: August 14, 2024

RE: Art Committee proposed art installation at the San Marco Avenue/May Street/San Carlos intersection recommendation

In 2023, the City Commission approved the creation of a Public Art Committee. The purpose of the committee was to solicit artists to create a public art project to be located within the San Marco Avenue/May Street/San Carlos intersection.

The Public Art Committee held their first meeting on September 1, 2023, and began developing the scope of work and artist qualifications. After holding four additional meetings, the Committee approved a Request for Qualifications that was released. A total of 96 responses were received. Each Committee member reviewed the submissions, and convened on April 26, 2024, to provide their top 10 choices, which were then narrowed down to the top 3. The top artists chosen were Vicki Scuri, Patrick Marold, and Ivan Depena.

The artists were invited to St. Augustine on May 14, 2024; to view the site location and to attend a community outreach meeting held at the St. Augustine Waterworks to engage the public and so the artists could receive public input. The following day on May 15, 2024, the Committee met with the artists who provided examples of previous public art projects they had completed.

On July 9, 2024, each artist presented their public art proposals to the Art Committee, who then provided each with feedback. Final design proposals were submitted and reviewed on July 30, 2024. After consideration and discussion, the Committee chose a design proposal by Ivan Depena. Ms. Christina Parish Stone, Public Art Committee member, will provide a brief overview of the process and the reason the Committee made their recommendation.

The final proposals submitted by each artist is attached along with the final design recommendation of the Public Art Committee for your consideration.

Sincerely,

David Birchim

David Birchim, City Manager

COMMISSIONED ARTWORK AGREEMENT

THIS AGREEMENT is entered into on _____ by and between CITY OF ST. AUGUSTINE, a municipal corporation organized under the laws of the State of Florida ("CITY"), and _____ ("ARTIST").

WHEREAS, ARTIST has been commissioned to create an original work of art pursuant to RFQ _____ for the CITY; and

WHEREAS, CITY wishes to accept ownership of ARTIST's artwork;

NOW, THEREFORE, in accordance with the mutual promises contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and ARTIST hereby agree as follows:

1. **ARTIST**

Name: _____

Address: _____

Phone: ( ) Fax: ( ) Email:

2. ARTWORK

ARTIST transfers all rights of ownership to the artwork listed on this Agreement to the CITY. ARTIST shall deliver the artwork to the CITY free and clear of any liens, claims or other encumbrances of any type. ARTIST shall furnish a signed, sworn and notarized Warranty of Title, attached as Exhibit "A" and incorporated herein. This Section shall survive termination of this Agreement.

Title of Work	Artist Name	Medium, Dimension	Year Completed	Value

3. WAIVER OF RIGHTS

ARTIST shall provide the CITY with an executed Waiver of Artist Rights, attached as Exhibit "B" and incorporated herein, for each artwork.

4. INFORMATION AND MATERIALS TO BE SUBMITTED

Prior to the execution of this Agreement by the CITY, ARTIST shall submit to CITY:

A. One photograph (no larger than 8-1/2" x 11") of each artwork. ARTIST shall label the back of the photograph with ARTIST's name, address, telephone number, email address, artist or co-artist of work, title of work, medium, dimensions, year completed and sale price. ARTIST agrees that the medium of the artwork represented in the submitted photograph shall be the medium of the artwork conveyed to the CITY.

B. Artist(s) resume(s) for artwork.

C. Artwork Condition Report, attached as Exhibit “C” and incorporated herein.

D. All other terms, conditions, materials and documents required pursuant to RFQ _____.

5. LIABILITY

ARTIST shall bear the risk of loss of, or damage to, the artwork until the artwork is delivered to the CITY. Upon acceptance of the artwork, CITY shall bear the risk of loss of, or damage to, the artwork.

6. SELECTION AND DISPLAY OF ARTWORK

CITY shall have sole discretion to select and display artwork.

7. TRANSPORTATION OF ARTWORK

Upon execution of this Agreement, ARTIST shall deliver the artwork on an agreed date to the location specified by the CITY.

8. INSTALLATION OF ARTWORK

CITY shall have sole discretion to install and select a location for all commissioned artwork. ARTIST may be required to provide two-dimensional artwork(s) to CITY in a frame and "ready to hang." If the artwork is sculpture, ARTIST may be required to provide CITY with an appropriate pedestal or plinth for display purposes and a clear cover for protection if such is deemed necessary by the CITY. Public artwork to be displayed outdoors must be made of suitable materials to withstand the climate and specifics of the display area. If the artwork requires signed and sealed engineering plans for installation, ARTIST will provide same CITY.

9. SIGNAGE AND PUBLIC EDUCATION

CITY shall provide any interpretive signage for the artwork. All education programs related to the artwork shall be coordinated through the CITY.

10. CARE OF ARTWORK

CITY shall take all reasonable care to maintain and protect the artwork. Should the artwork become damaged, depending on the nature and extent of damage, CITY may remove the artwork from its display location. CITY shall exclusively have the right to determine when and if repairs and restorations to the artwork are required.

CITY shall perform repairs and maintenance for the artwork guided by the written specifications of ARTIST provided on the Documentation Worksheet, attached as Exhibit "D" and incorporated herein. Notwithstanding any provision in this Agreement to the contrary, CITY shall have no obligation to protect or maintain the artwork against CITY-approved renovation to or demolition of the building or public space in or around which the artwork is located if the artwork cannot reasonably, in the sole discretion of the CITY, be salvaged or relocated prior to the renovation or demolition.

CITY may make reasonable inquiry to ARTIST during ARTIST's lifetime, to recommend repair and restoration of the artwork of a significant nature. Repairs to the artwork are considered significant if the artwork will no longer represent the ARTIST's original work or if the artwork damage poses a threat to public safety. Notwithstanding, CITY shall have the right to make its own repairs, restoration, or alteration of the artwork itself or of the location and conditions of display. This section shall survive termination of this Agreement.

11. REPRODUCTION AND CREDIT

ARTIST acknowledges and agrees that CITY may photograph or digitally copy or reproduce the artwork for any lawful CITY purposes without ARTIST's permission or payment of copyright or other fee to ARTIST. ARTIST further acknowledges and agrees that the general public may photograph the artwork and that any public records related to the artwork are governed by Florida's Public Records Law. CITY assumes no role or liability for any third-party use of ARTIST's copyrighted materials, and ARTIST shall indemnify and save harmless CITY from any claims related to copyrighted materials of the artwork. CITY shall credit the Artist as the creator of the artwork when reasonably possible.

12. SALE OF ARTWORK

The CITY reserves the right to sell, donate or otherwise divest itself of the artwork.

By my signature, I, ARTIST, am representing that:

(1) I am fully authorized to transfer to CITY the artwork listed in this Agreement;

(2) The artwork is all in good condition except where noted in the Artwork Condition Report; and

(3) I have read and agree to abide by the terms of this Agreement.

Signed, sealed and delivered
in the presence of:

ARTIST:

_____
Witness
Printed Name:_____

_____
Printed Name:_____

_____
Witness
Printed Name:_____

(Mailing Address) _____

_____

(Telephone Number) _____

CITY:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

ATTEST:

BY:_____
David Birchim, City Manager

_____
Darlene Galambos, City Clerk

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
City Attorney

EXHIBIT "A"

WARRANTY OF TITLE

I, _____ guarantee and warrant that the artwork listed in this Commissioned Artwork Agreement is free and clear of any liens, claims or other encumbrances of any type.

Signed, sealed and delivered
in the presence of:

ARTIST:

_____
Witness
Printed Name:_____

_____
Printed Name:_____

DATE: _____

_____
Witness
Printed Name:_____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____ [ ] who is personally known to me or [ ] who has produced _____ as identification and who did take an oath.

_____
Notary Public, State of Florida at Large

_____
(Print Notary Name)

My Commission Expires: _____

EXHIBIT "B"

WAIVER OF ARTIST RIGHTS

Title of Artwork: _____.

Artist, or estate thereof, as the creator of the artwork named above, transfers all rights of ownership in artwork to the CITY OF ST. AUGUSTINE, FLORIDA ("CITY"). Artist specifically waives and releases all rights, including all right of attribution and integrity, which Artist may have in the artwork as provided by 17 U.S.C. §§ 106A and 113(d).

Artist acknowledges that the artwork may be installed at a location of the CITY'S choice. Artist further understands that the CITY may, in the future, desire to display the artwork in another location or under different conditions and Artist agrees that the CITY shall have the right to display the artwork as and where the CITY, in its sole discretion, desires. Artist agrees that the CITY shall have the right to remove the artwork from its CITY-assigned location and acknowledges that the installation of the artwork in the CITY-assigned location and manner of installation may subject the artwork to destruction, distortion, mutilation, or other modification, by reason of its removal. In the event that any dispute arises between the CITY and Artist over the removal of the artwork, Artist agrees that Artist's sole and exclusive remedy shall be to have the CITY permit Artist to remove the artwork so as to minimize any anticipated damage to the artwork. After removal, Artist shall deliver possession of the artwork to the CITY.

Artist represents to the CITY that Artist alone is possessed of the rights transferred or waived above and that Artist is lawfully entitled to transfer or waive all such rights. In the event that Artist prevails in any dispute with the CITY over the ownership or display of the artwork, Artist agrees that Artist's sole and exclusive remedy shall be to have the CITY permit Artist to remove the artwork and, upon returning to CITY any consideration given by the CITY for the artwork, retain possession of the artwork. This Waiver shall survive termination of the Artwork Donation Agreement.

Signed, sealed and delivered
in the presence of:

_____
Witness
Printed Name:_____

_____
Witness
Printed Name:_____

ARTIST
OR ARTIST'S ESTATE REPRESENTATIVE:

_____
Printed Name:_____

DATE: _____

EXHIBIT "C"

ARTWORK CONDITION REPORT

Title of Artwork: _____ **Medium:** _____

Dimensions _____ H x _____ W x _____ D

Artist: _____

Name of Examiner: _____ **Examination Date:** _____

Number of photographs or diagrams enclosed: _____

Please indicate exact location, size and severity of defect. Indicate if recent or old. Provide complete sketch or diagram.

Support: ☐ Canvas ☐ Wood Panel ☐ Paper ☐ Paperboard ☐ Composition Board
☐ Metal ☐ Other _____

Surface Plane: ☐ Free of distortions
☐ Localized distortions _____
☐ Corner distortions _____
☐ General undulations/warping _____
☐ Distortions due to storage _____
☐ Frail ☐ Brittle ☐ Stained _____
☐ Creased

Tension: ☐ Tight ☐ Adequate ☐ Slack ☐ Canvas can contact cross-bars

Tears/Splits: ☐ None apparent ☐ Yes _____

Losses: ☐ None apparent ☐ Yes _____

Accessory Support: ☐ Stretcher ☐ Other _____

Lining: ☐ None ☐ Yes: ☐Glue lined ☐Wax lined ☐Other _____

Ground and Paint Film: ☐ Oil ☐ Acrylic ☐ Pencil ☐Other _____

Crackle Patterns: ☐ Localized only _____

☐ General brittle fracture network

☐ Drying cracks ☐ Bar marks ☐ Raised edges

Cleavage / Flaking: ☐ None apparent ☐ Yes _____

Losses: ☐ None apparent ☐ Yes _____

Other Damages: ☐ None apparent ☐ Yes: ☐Scratches ☐Fingerprints ☐Spots ☐Stains ☐Accretions ☐Rubs

Surface: ☐ Varnished ☐ Unvarnished ☐ Waxed ☐ Glass/Regular

☐ Glass/Non-reflective ☐ Plexi

Appearance: ☐ Acceptable ☐ Slightly Discolored ☐ Disturbing

☐ Other: ☐ Crazed Varnish ☐ Scratched ☐Blooming ☐ Grime

Dirt: ☐ Heavy Soiling _____

☐ Visible: ☐ Fingerprints ☐ Other_____

Display Frame: ☐ Framed ☐ Unframed ☐ Gilt ☐ Plain ☐ Other _____

Backboard: ☐ None ☐ Board ☐ Foam Core ☐ Hard Board

Glazing: ☐ None ☐ Glass ☐ Acrylic ☐ Low Reflecting Glass

Rigidity: ☐ Adequate ☐ Inadequate

Disjoints/Splits: ☐ None apparent ☐ Yes

Gilding/Paint Losses: ☐ None apparent ☐ Yes

Hanging Devices: ☐ None apparent ☐ Yes

Other: ☐ Touching Glazing/Plexi ☐ Separated Properly

Special handling, packing and display requirements:_____

Diagram:

(Please indicate exact location, size and severity of defect. Indicate if recent or old.)

EXHIBIT "D"

DOCUMENTATION WORKSHEET

INSTRUCTIONS FOR COMPLETING THE DOCUMENTATION WORKSHEET:

This Documentation Worksheet is the CITY OF ST. AUGUSTINE'S source of information about the artwork. Please complete the Documentation Worksheet in accordance with the following instructions.

Please fill in the information in the spaces indicated or write *"n/a"* (for "not applicable"). Please provide as much information as possible. All information must be legible (printed or typed).

SECTION 1. ARTIST INFORMATION:

If the artwork is created by a team of artists, please provide information for EACH artist on the team.

Name: Fill in the artist's full name. Enter "unknown" if the author of the artwork is not known.

Date of Birth: Fill in the artist's date of birth.

Birthplace: Fill in the artist's place of birth, and death if applicable and known.

Citizenship: Fill in the artist's current citizenship.

Ethnicity: Fill in the artist's ethnic background: Caucasian, African American, Hispanic, Asian background, or other (describe if "other" is used).

SECTION 2. ARTWORK INFORMATION:

Title: Fill in the title of the artwork, or note "untitled."

Discipline: Fill in the discipline under which the artwork may be categorized (include an explanation if "other" is used).

Medium: Describe medium of the artwork.

Materials: Provide a complete list of all materials which compose the artwork. Include generic and manufacturer's product names, as well as product numbers. Include contact information of product manufacturers if available. Note the words "see attached list" and attach list to worksheet if necessary.

Completion Date: Fill in the date of completion of the artwork. Include a date for completion of fabrication if different from date of installation.

Dimensions of the Work: Fill in dimensions of the artwork (H x W x D). For clarity, please attach a rough perspective drawing of the artwork indicating dimensions for 3-D works (sketch does not need to be to scale).

Inscription and Identifying Marks: Describe type and location of any marks such as signature, title, date or other marks which may help identify the artwork.

Siting: Describe the location of the artwork if a permanent installation. Include general and any pertinent detailed information (i.e. address, building name/location, exterior/interior and artwork site location in relation to building or major structure).

SECTION 3. FABRICATION & TECHNICAL SPECIFICATION INFORMATION:

Fabricator(s)/Collaborator(s): List company name and contact information (address, telephone/fax, contact name) of any fabricator(s) and/or collaborator(s) for the artwork. If more than one fabricator, please include a brief description of specific work performed by each.

Method of Fabrication: Describe method of fabrication of the artwork.

Fabrication Documents: The following documents may be submitted: working models; material samples; shop and/or as-built drawings; plans; and specification information. Please provide specification information for all paint materials (primers and finishes) used in the creation of the artwork.

Maintenance Instructions: Describe in detail the suggested maintenance procedure. Include special materials required, instructions for their use and recommended frequency of procedure. Additionally, describe any acceptable material substitutes for primers and/or paint finishes.

Lighting: Describe any special lighting requirements for the artwork whether or not provided/integrated as part of the artwork. Describe lighting recommendations if applicable.

SECTION 4. PUBLICITY INFORMATION:

Exhibitions: Fill in exhibition history of the artwork. Indicate whether or not the proposal or drawings have been exhibited. Include copies of exhibition materials (i.e. invitations, news articles) if available.

Publications: Fill in publication history, reproduction or mention of the artwork. Include copies of publications if available.

SECTION 1. ARTIST INFORMATION:

Name: _____ _____ _____
(Last) *(First)* *(Middle Initial)*

Date of Birth: _____/_____/_____
(Month) (Day) (Year)

Birthplace: _____

Citizenship: _____

Ethnicity: ☐ White ☐ Black ☐ Hispanic ☐ Asian ☐ Indigenous ☐ Other _____

SECTION 2. ARTWORK INFORMATION:

Title: _____

Discipline: ☐ Painting/Drawing ☐ Sculpture ☐ Ceramic ☐ Fiber Art
☐ Photography ☐ Film/Video ☐ Other _____

Medium: _____

Materials (Give a general description of materials which compose the artwork):

_____
_____
_____

Below, provide a list of all commercially manufactured materials which are part of the artwork:

	Generic Name	Product Brand Name/Number
1)	_____	_____
2)	_____	_____
3)	_____	_____
4)	_____	_____

5) _____ _____

6) _____ _____

List the manufacturer contact information for all commercially manufactured materials listed above:

Company Name	Business Address	Telephone/Fax/Email

Completion Date: _____/_____/_____
(Month) (Day) (Year)

☐ Denotes date of fabrication

☐ Denotes date of installation

Dimensions (Attach isometric sketch with dimensions if necessary):

_____ H x _____ W x _____ D

Inscriptions and Identifying Marks:

☐ Artist's Signature – Location _____

☐ Date – Location _____

☐ Other – Location _____

Siting:

Street Address:_____

Building Name:_____

Building Floor Level:_____

Exterior/Interior Application ("E" or "I"):_____

SECTION 3. FABRICATION AND TECHNICAL SPECIFICATION INFORMATION:

Fabricator(s) / Collaborator(s):

Name	Address	Telephone	"F" or "C"?

Method of Fabrication: _____

_____

_____

Fabrication Documents:
Note fabrication documents for the artwork which have been provided to the CITY or are being submitted.

- ☐ Working Drawings/Plans
- ☐ As-built Drawings
- ☐ Working Model
- ☐ Material Samples (*Describe*) _____
- ☐ Specifications (*Describe*) _____

Maintenance Instructions (Describe the suggested maintenance procedures):

Cleaning Materials: _____

_____

_____

Cleaning Instructions: _____

_____

_____

Cleaning Frequency: _____

_____

_____

Replacement Parts (Components which require regular replacement):

Materials:

Sources:

Paints / Finishes:

Primers:

Paints:

Number of Coats:

Graffiti Protection (Describe whether or not provided or required):

Lighting:

SECTION 4. PUBLICITY INFORMATION:

Exhibition History:

Publications:

01a

Proposal : Direction 01a (Revised Unplanted) **:** “Groundswell or Shore Break (Working Title)”

Oceanic. Seamless. Fluid. Movement. Blending into the Landscape. Earth. Context. Geography. Beauty. Nature.

depeña studio

depeña studio

Direction 01a (Groundswell) - **"All Coquina Staggered"**



SPIRAL WAVE

for

ST. AUGUSTINE, FL

Best & Final

VICKI SCURI SITEWORKS

JULY 19, 2024

Questions & Suggestions

From the Selection Committee

I thank you for the opportunity to present ***Spiral Wave.*** I would like to clarify that the specific imagery, size and form of the Artwork will be further refined and developed in response to feedback from all parties during the Design Development and Final Design Phases, should this proposal be selected for implementation. I would appreciate the opportunity to know you better and to collaborate with you on an Artwork that meets and exceeds all your expectations.

Questions to Consider:

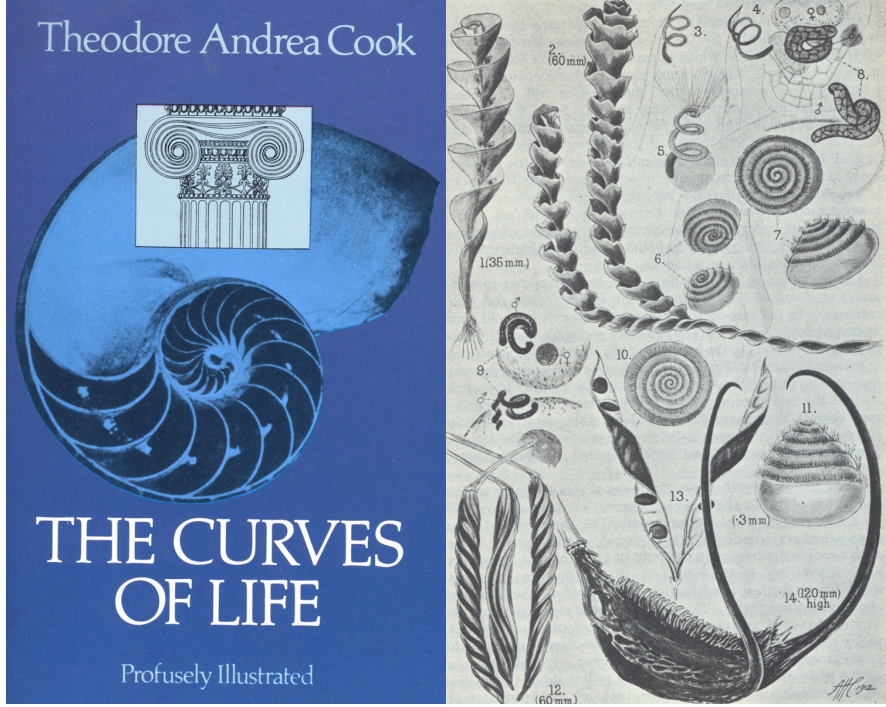
- **Why the spiral?**
- **How does the Artwork relate to the Downtown Spanish colonial architecture?**
- **What does weathering steel look like as it weathers and ages?**
- **Can the imagery and screens be modified or changed?**
- **Can there be more landscaping at the site?**

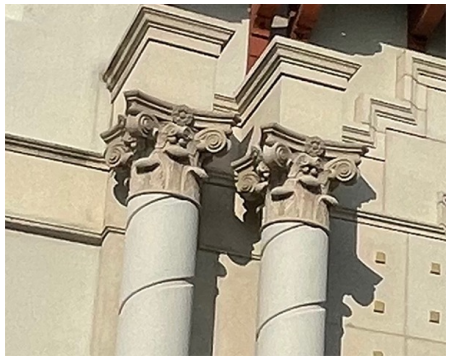
Why the Spiral?

The spiral symbolizes the continuum of life. It has no beginning. It has no end. It is found in nature and in the art and architecture of many cultures throughout history. It is a universal symbol that resonates with fundamental human themes, growth, change, interconnectedness, and expanded consciousness. It is a building block of the universe. It is eternal.

To me, it captures the spirit and timeless quality of St. Augustine, the oldest city in the United States, distinguished by its architecture and ocean beaches. At the Peanut, ***the Spiral Wave Art,*** anchors the site and marks the exit to A1A North, to the sea, to Vilano Beach and beyond.

Right: references
Below: Downtown



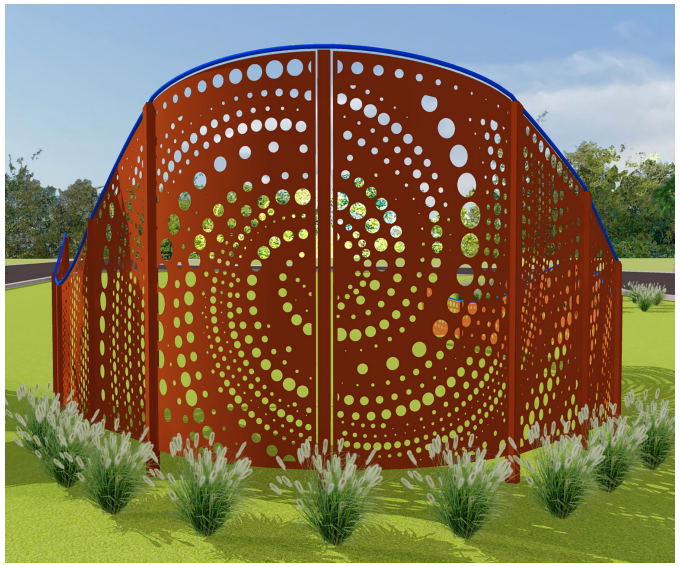


Casa Monica has spiral patterns on its columns and ornate capitals.



How Does the Artwork Relate to Downtown?

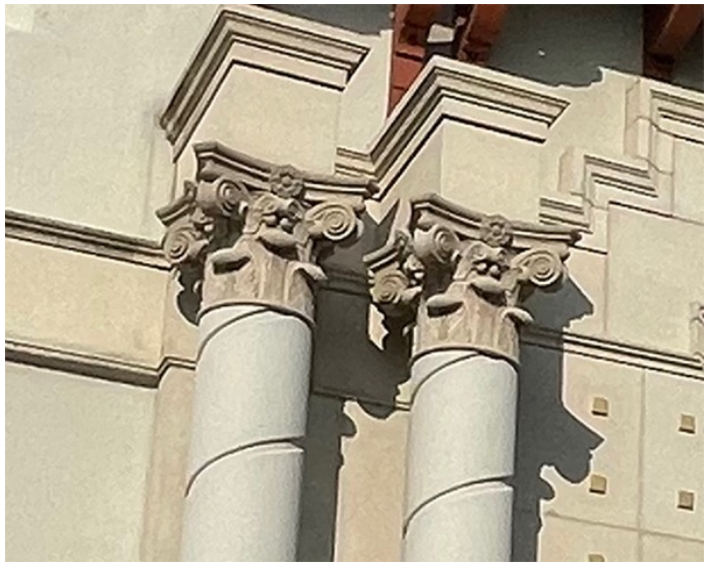
Below: ***Spiral Wave*** (left)



Flagler College (middle)



Casa Monica Spiral Detail (right)





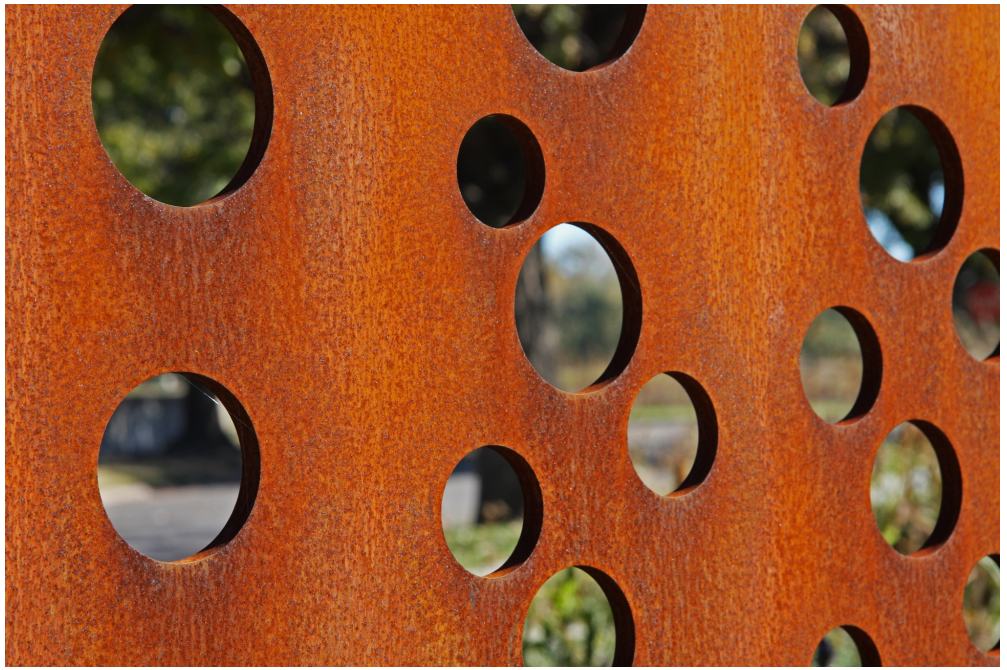
The ***Spiral Wave Artwork*** complements the downtown. Its rust-red hues of weathering steel suggest the color of terra-cotta roofs and local brick. Its curvilinear flowing arced forms transform the repetitive arches (stable forms) into a contemporary continuous wave that addresses the movement at the roundabout.

What does Weathering Steel Look Like?

Below: ***WAM Windscreens,*** Wichita Art Garden (left)



Detail of Developing Patina (right)



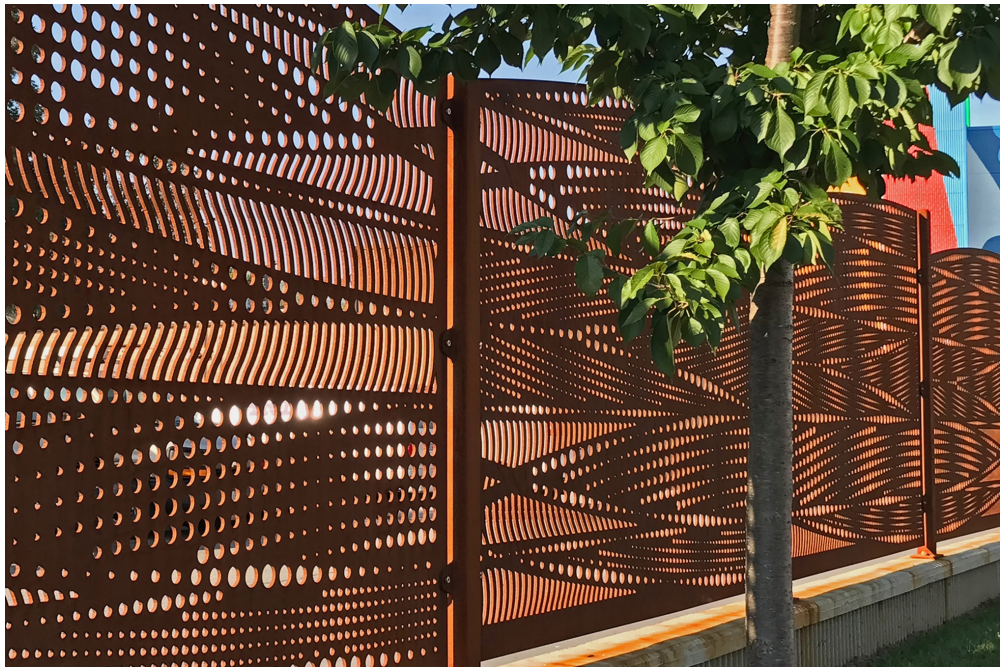
Weathering steel is a sustainable material that develops a patina as it ages. Mists of salt water can accelerate the rusting process slightly. Initially, the weathering steel is finished with a mild sandblast, to remove all grease and mars. It may be weathered in site or misted at a fabrication site. Wind, weather, and the pattern cut influence how the patina forms. It becomes richer with age, eventually darkening to a warm bronze over time. It requires minimal maintenance.

Can the Imagery be Modified or Changed?

Below: ***Butterfly Screens,*** Columbus, OH (left)



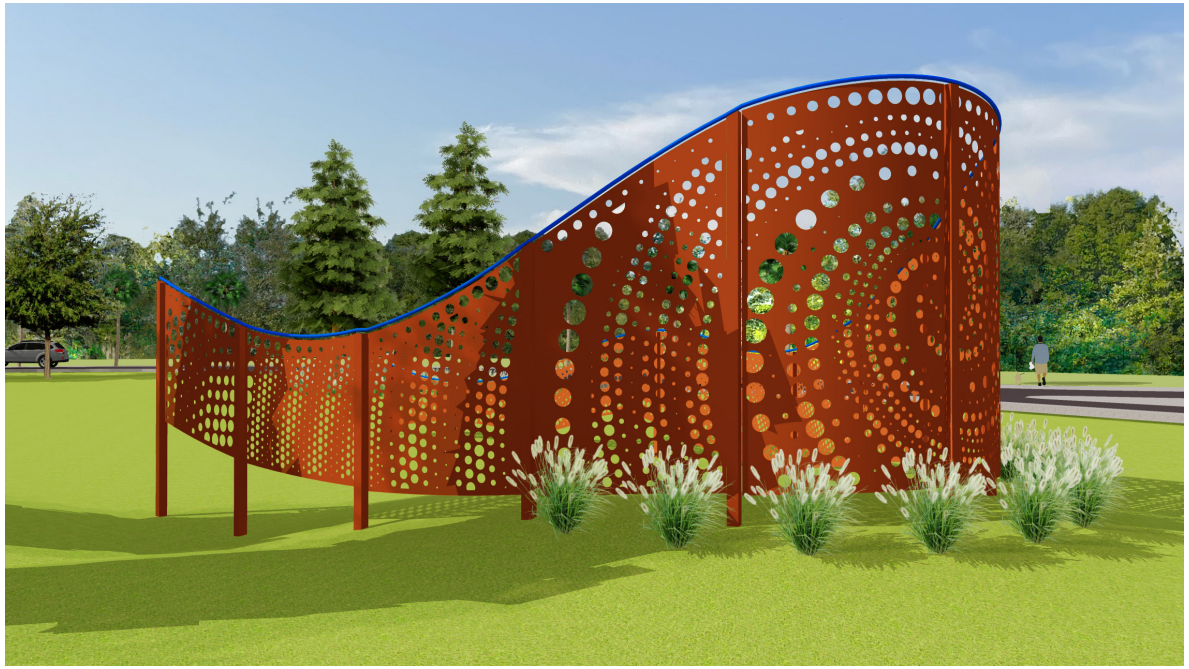
Railroad Switch, Hagerstown, MD (right)



Yes! The proposal imagery is a placeholder for the imagery that will be developed and refined as a collaboration between the Artist with the Client, the Stakeholders, and the Community. The projects illustrated above demonstrate different approaches to image development. ***The Butterfly Screens*** convey a narrative, figurative approach. The ***Railroad Switch*** conveys, a symbolic geometric approach, referencing the historic use of the site as a railroad hub.

Can There be More Landscaping?

Below: ***Spiral Wave*** (left)



WAM Windscreens, Wichita Art Garden (right)



Yes, it is possible to include more landscaping at the site if the City would cover the additional costs and the maintenance. The ***Spiral Wave,*** like the ***WAM Windscreens,*** has an affinity with nature and landscape. The site serves as a passive drainage area. Plants could be selected that would complement the Artwork and benefit the passive water retention system.

Downtown

We are inspired by architecture, classical forms, and the relationship to nature.

St. Augustine lays claim to being the oldest city in the US, celebrated for its Spanish colonial architecture and its Atlantic Beaches. Downtown is distinguished by brick, stone, tile, and arched forms, gracing facades and store fronts. It is a timeless, classical, beauty to behold, complemented by exotic plant forms, fountains, and pedestrian pathways that wind within garden grounds.

Downtown Site Review: Repetitive Forms, Arches

Hotel Alcazar n/k/a
Lightner Museum



Casa Monica Hotel a/k/a
Cordova Hotel



Downtown Site Review: Classical Ornamentation

Flagler College



Flagler College Detail



Downtown Site Review: Pattern Design

Architectural Details



Architectural Details



Downtown Site Review: Geometry

Architectural Details



Architectural Details



Uptown

We are inspired by the quirky character of this community and its love of the beach.

Uptown is a quirky retail district, distinguished by its pedestrian scale, casual beach wear, ocean colors, lush floral displays, and imaginative storefronts displaying pelican sculptures, shells, sea forms, ocean inspired stained glass, and colorful garb, trending back to the “hippie wear” of the 1960’s. A corner store displays a trove of antiques, glassware, and community household items, revealing the hidden character of this beach community.

Uptown Site Review: Quirky, Seaside Influence

Uptown Character



Beach Theme Dominates



Uptown Site Review: Inspired by the Beach

Funky Retail



Beach Theme Dominates



Uptown Site Review

Funky Retail



Community Antiques and Housewares



St. Augustine, Vilano Beach

We are inspired by the eternal quality of the beach, its overlapping wave forms, symbolic of life itself.

St. Augustine's Vilano Beach is a magical place along the Atlantic Ocean. Pastel colors, decorations with imagery of birds, fish, shells, and sea creatures add picturesque charm to this alluring beach community. Grassy mounds approach the sandy shore which spreads wide, to an expanse of overlapping, crisscrossing waves, making rolling patterns in all directions. People dot the shore, sunbathing, recreating, and playing in the waves. It is a timeless place.

Vilano Beach: Classic, Timeless, Beachfront

Welcome to the Beach



The Saint Augustine Beach House



Vilano Beach: Reminiscent of an Earlier Era

The Magic Beach Motel



Pastel Hues Frozen in Time



Vilano Beach: Attention to Detail

Shell Skate Stoppers



Shell Skate Stoppers



Vilano Beach: Grasses and Palm Trees

Grassy Mounds Flank the Beach



Grasses Dominate the Mounds



Vilano Beach: Endless Waves

Rolling Waves Classical Forms



Rolling Waves



Vilano Beach: Water Patterns

Waves and Froth



Overlapping Waves



Vilano Beach: Frothing Water Patterns

Rolling Waves and Froth



Waves and Froth



The Site

We are inspired to create Artwork that promotes wayfinding and St. Augustine's distinctive character as a historic city and enduring beach community.

The site, affectionately known as "the Peanut," for its elongated-shaped form, allows for the flow of traffic, providing pivotal choices for destinations that are dear to St. Augustine: Uptown, Downtown, the Beach, and local neighborhoods. It is designed as a grassy island graded for passive water retention and storm water management. At night, it is brightly illuminated with a series of acorn lights that define its perimeter, providing visibility through the site. The Artwork will mark "the Peanut," as a local landmark, promoting wayfinding and local character.

May Street Roundabout

Standing South of the Peanut, Looking North



Standing South of the Peanut Looking Looking Northeast



May Street Roundabout

Entering the Roundabout from the South Looking at the Artwork Site



Looking at the Site Going CC Around the Roundabout from the South



The Proposal

We are inspired to create the Spiral Wave Artwork connecting this ocean-side community with place, promoting St. Augustine's identity and wayfinding.

Our proposal is inspired by St. Augustine's Beaches. The whimsical screen spans nearly 100' linear feet, with a central spiral wave, anchoring the site, marking the entry to the Roundabout from May Street, a primary entrance. Also, it marks the east exit to the beach. The patterning flows in the direction of traffic, reinforcing the motion of the roundabout and wayfinding. The work is interactive with light and shadow throughout the day. It is topped with a line of blue LED light highlighting the wave at night. It is engaging both day and night, promoting the Peanut and its "Wave," as a local landmark and celebrating St. Augustine and its identity on the Coast.

Day Images

The daytime images demonstrate how the Spiral Wave Artwork complements the landscape and the site, anchoring the roundabout visually, promoting wayfinding. The Artwork offers multiple views as drivers, cyclists or pedestrians travel the route. The primary views are located as one enters the roundabout from May Street. The right exit, east to the beach, is highlighted by the form. The patterning flows in the direction of traffic and fosters a sense of ease.

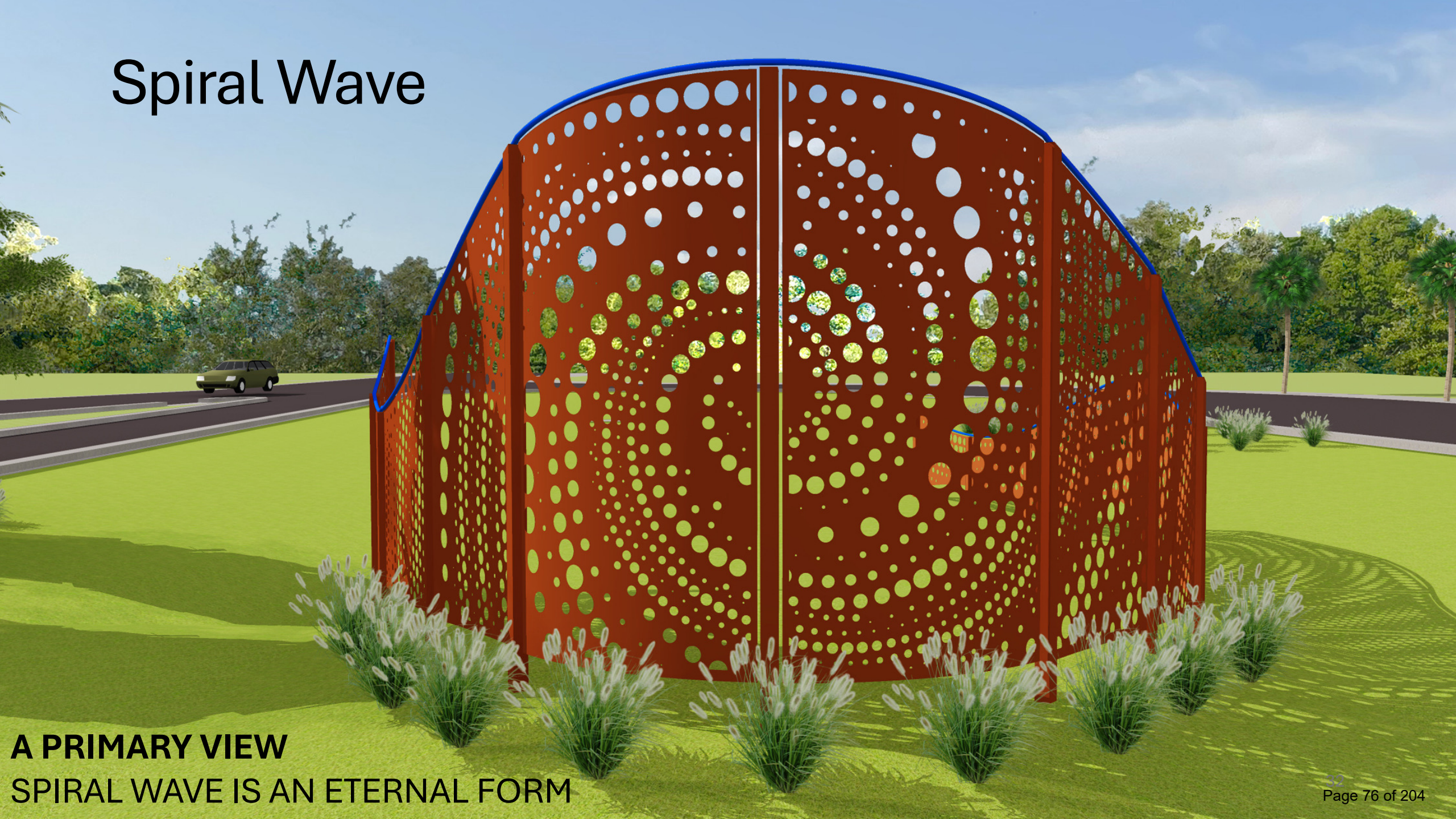
Spiral Wave in Site



A PRIMARY VIEW

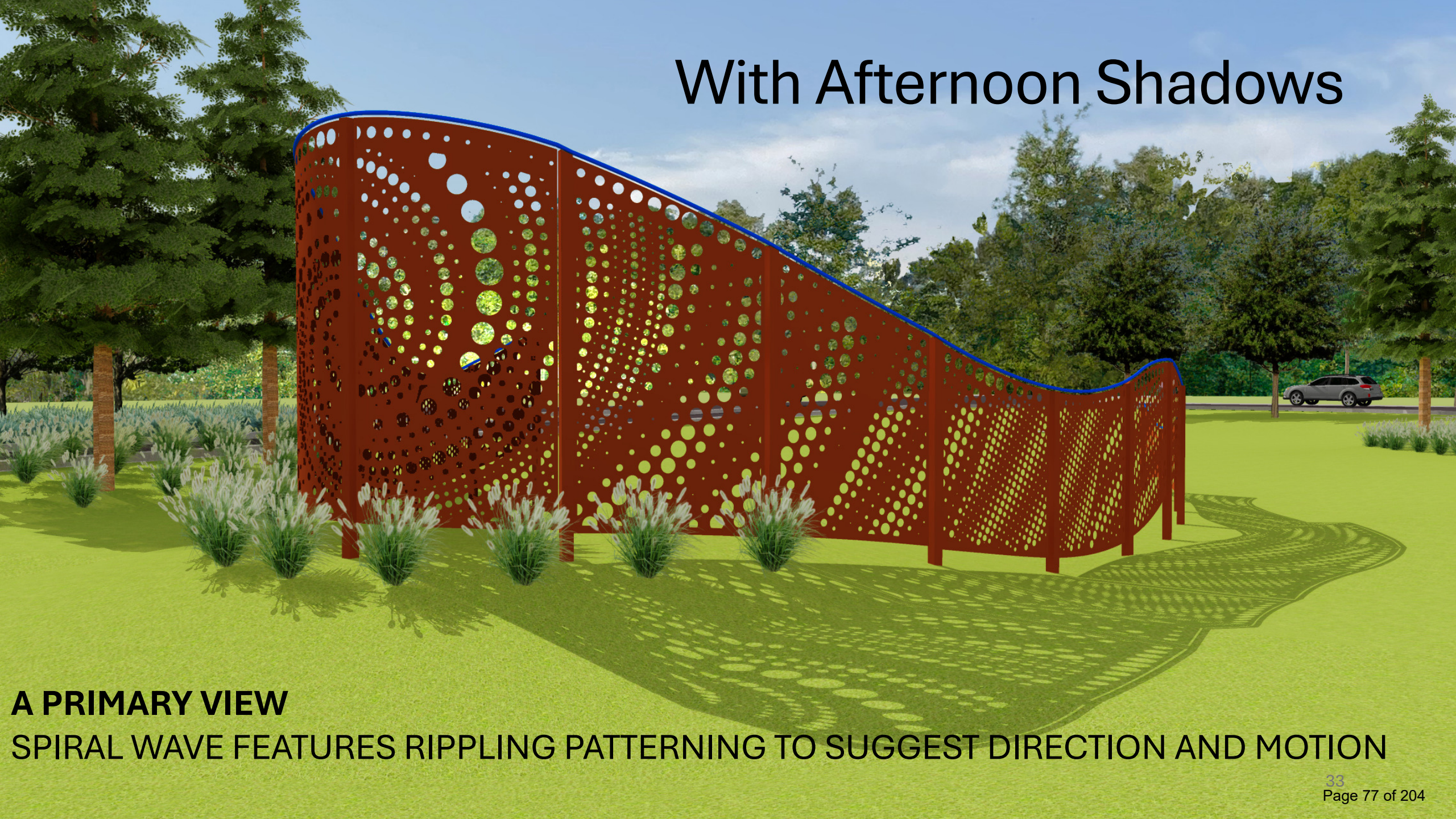
SPIRAL WAVE IS REMINISCENT OF THE BEACH AND DOWNTOWN ORNAMENTATION

Spiral Wave



A PRIMARY VIEW

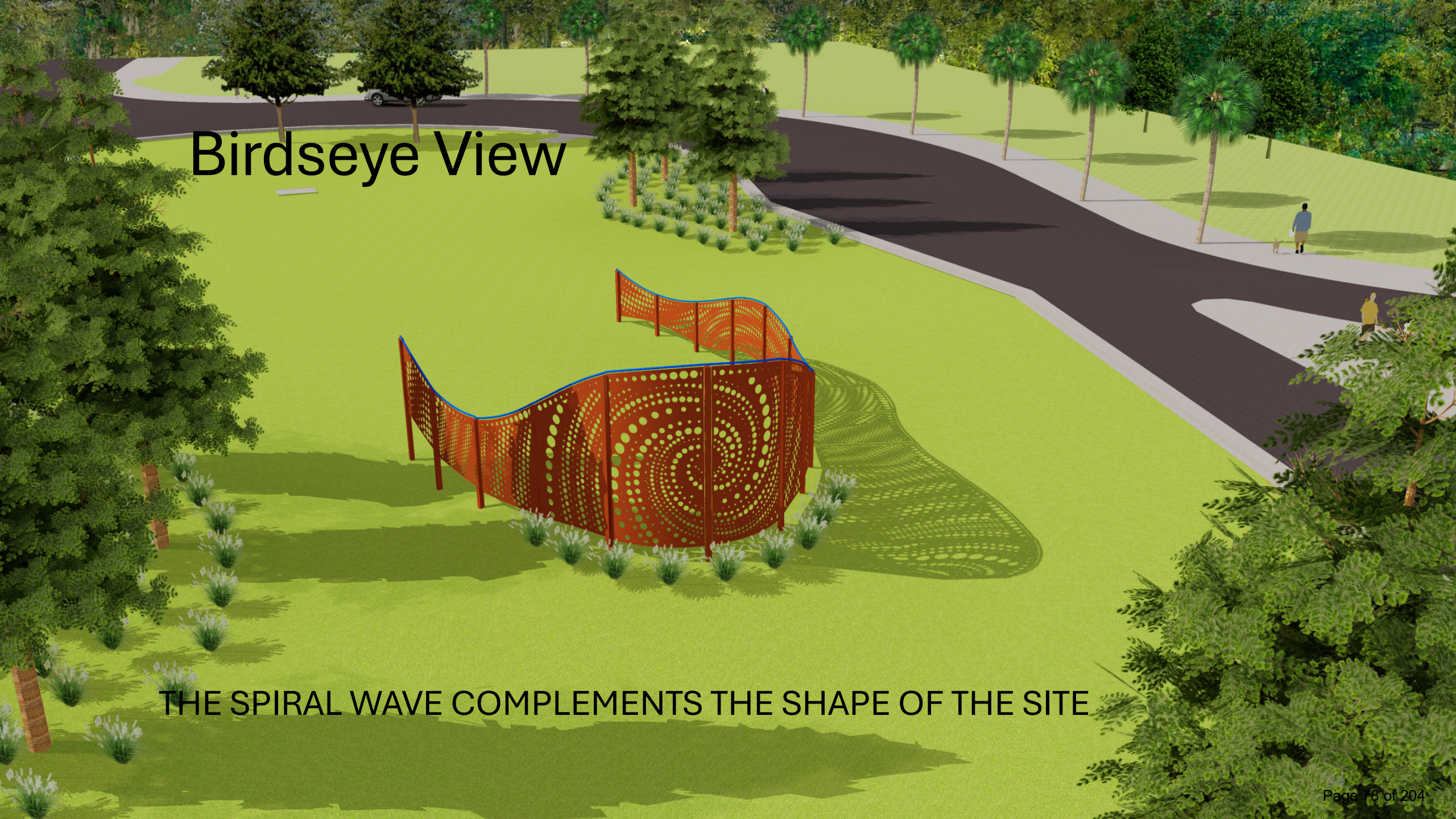
SPIRAL WAVE IS AN ETERNAL FORM



A PRIMARY VIEW

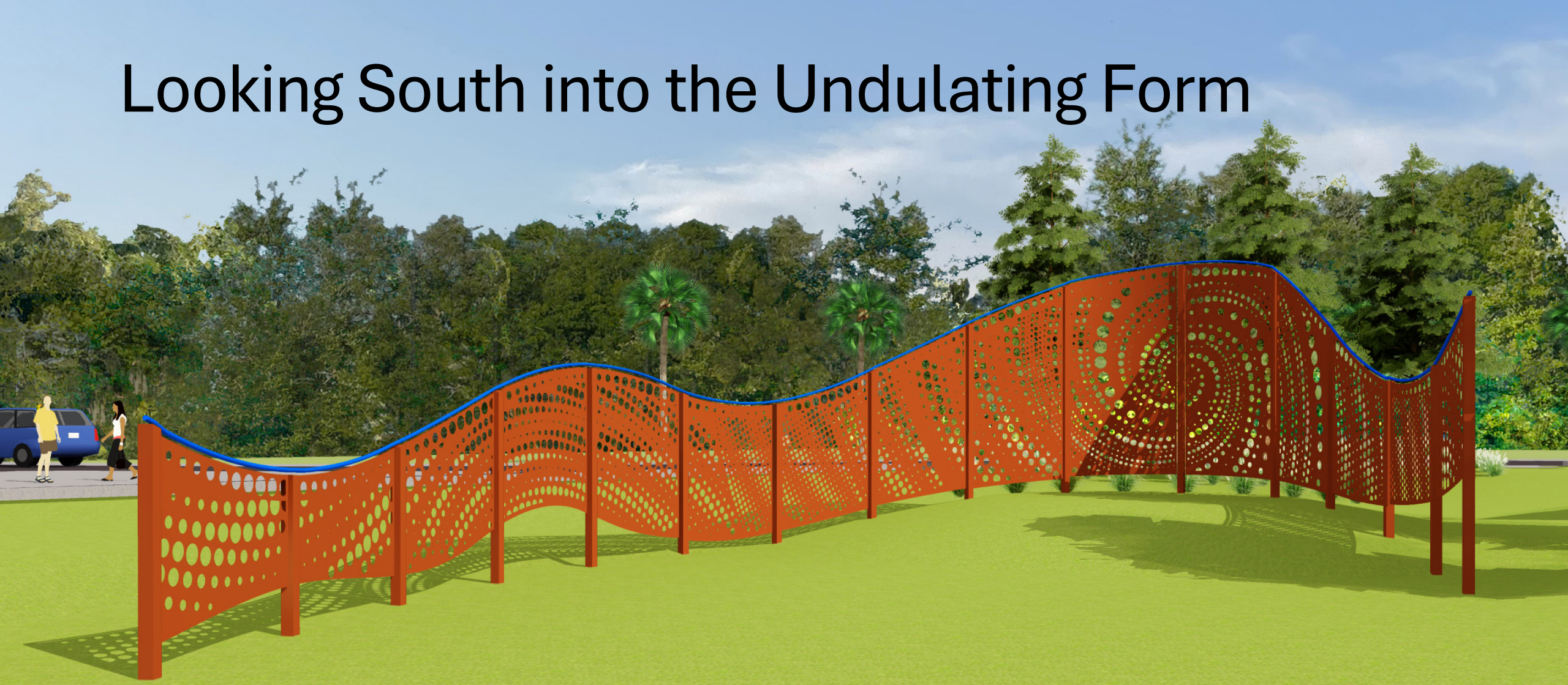
SPIRAL WAVE FEATURES RIPPLING PATTERNING TO SUGGEST DIRECTION AND MOTION

Birdseye View



THE SPIRAL WAVE COMPLEMENTS THE SHAPE OF THE SITE

Looking South into the Undulating Form



SCREENS ARE RAISED ABOVE THE GRADE AND WILL NOT IMPEDE THE FLOW OF WATER

Entering Roundabout from May Street

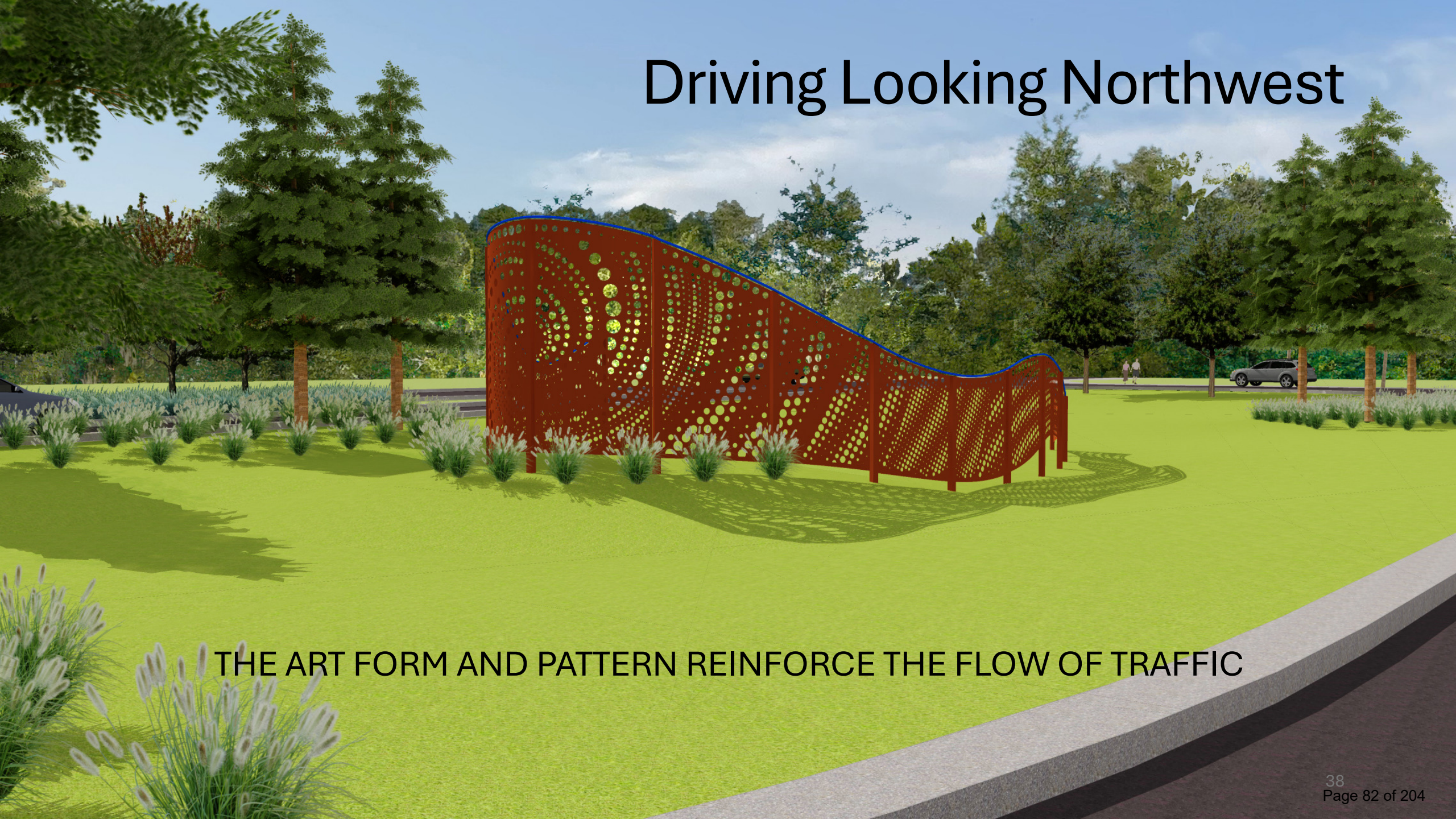


A PRIMARY VIEW

SPIRAL WAVE IS REMINISCENT OF DOWNTOWN ORNAMENTATION

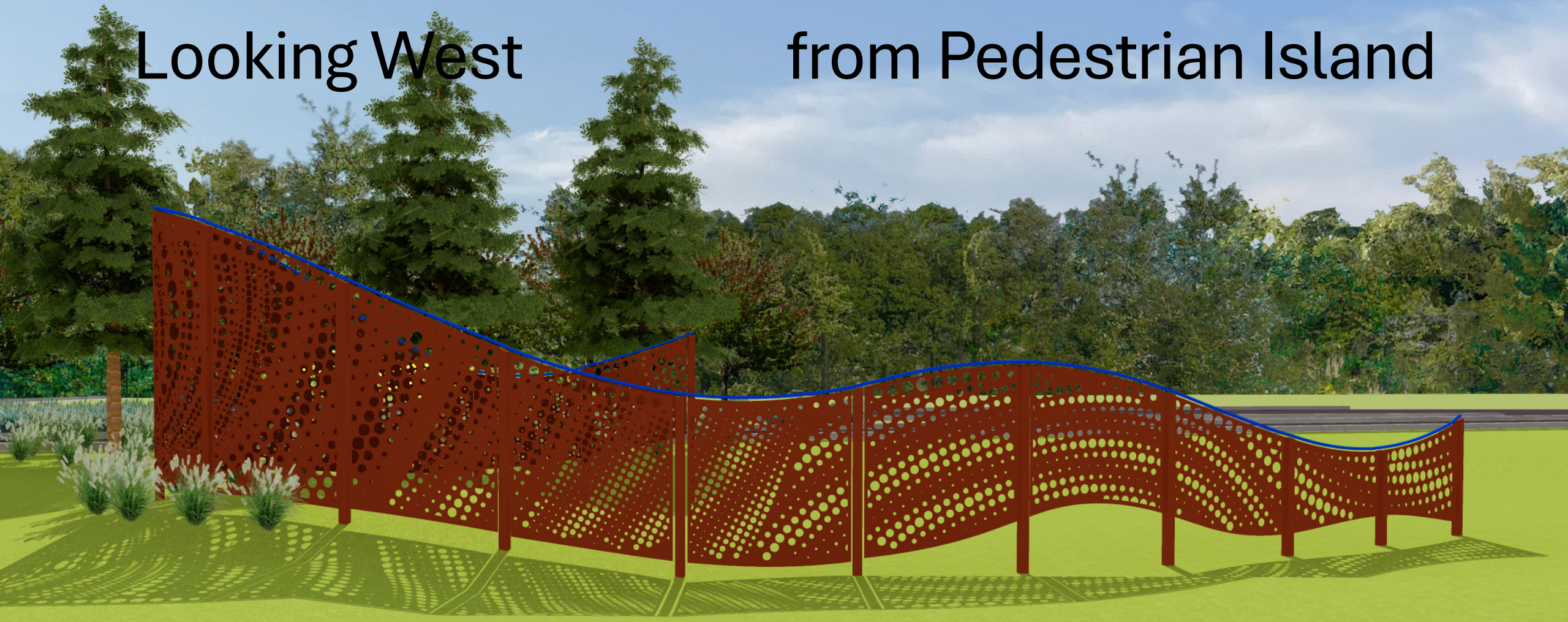

Driving Around
Exit to Beach
A PRIMARY VIEW
THE SPIRAL WAVE MARKS THE EAST EXIT TO THE BEACH

Driving Looking Northwest



THE ART FORM AND PATTERN REINFORCE THE FLOW OF TRAFFIC

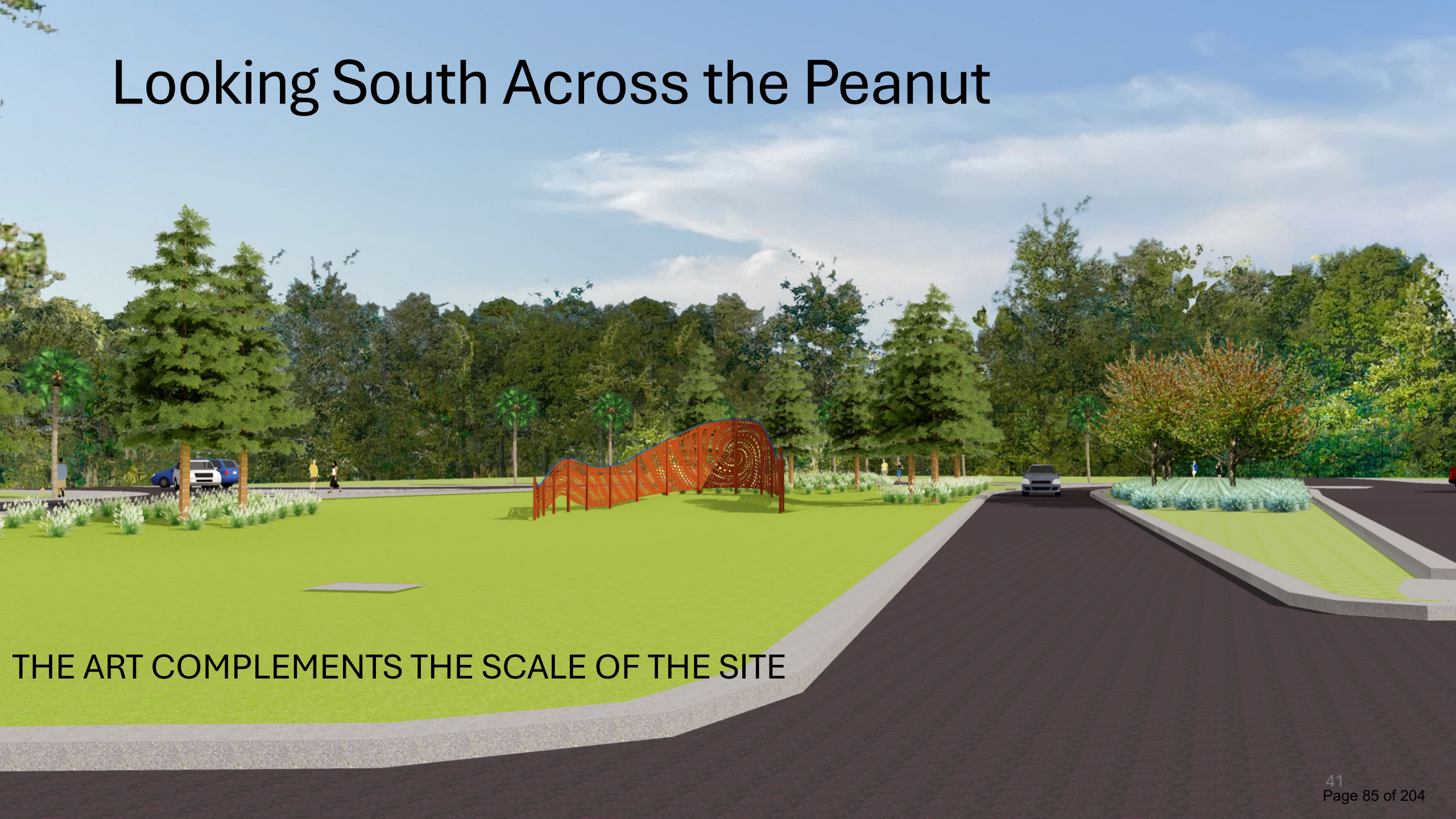
Looking West from Pedestrian Island



THE ART FORM IS BOTH WHIMSICAL AND QUIRKY, REMINISCENT OF UPTOWN


Looking Southwest
Afternoon
THE ART IS DYNAMIC FROM MULTIPLE VIEWS

Looking South Across the Peanut



THE ART COMPLEMENTS THE SCALE OF THE SITE

Driving on North Exit



THE SPIRAL WAVE MARKS THE NORTH EXIT

Looking South from North Exit

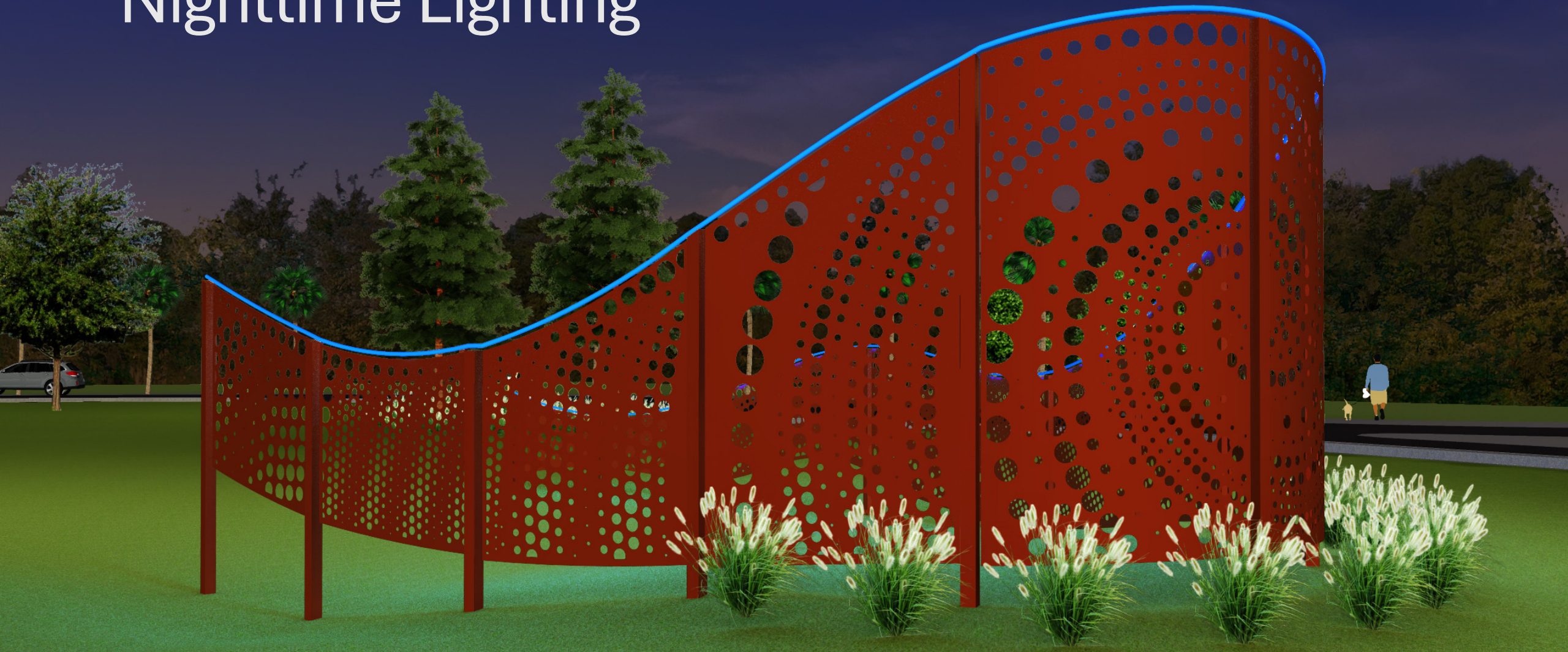


THE SPIRAL WAVE IS A VERSATILE FORM THAT COMPLEMENTS THE SITE

Night Images

For nighttime lighting, we selected LED Neon Flex, or equivalent, bright blue linear lighting because it is outdoor rated: IP68 and it will highlight the form, while not competing with the brightly illuminated acorn luminaires that outline the site. There are several different manufacturers of this type of commercial rope light. Through a final design and mockup process, we will select the best light for the project and site.

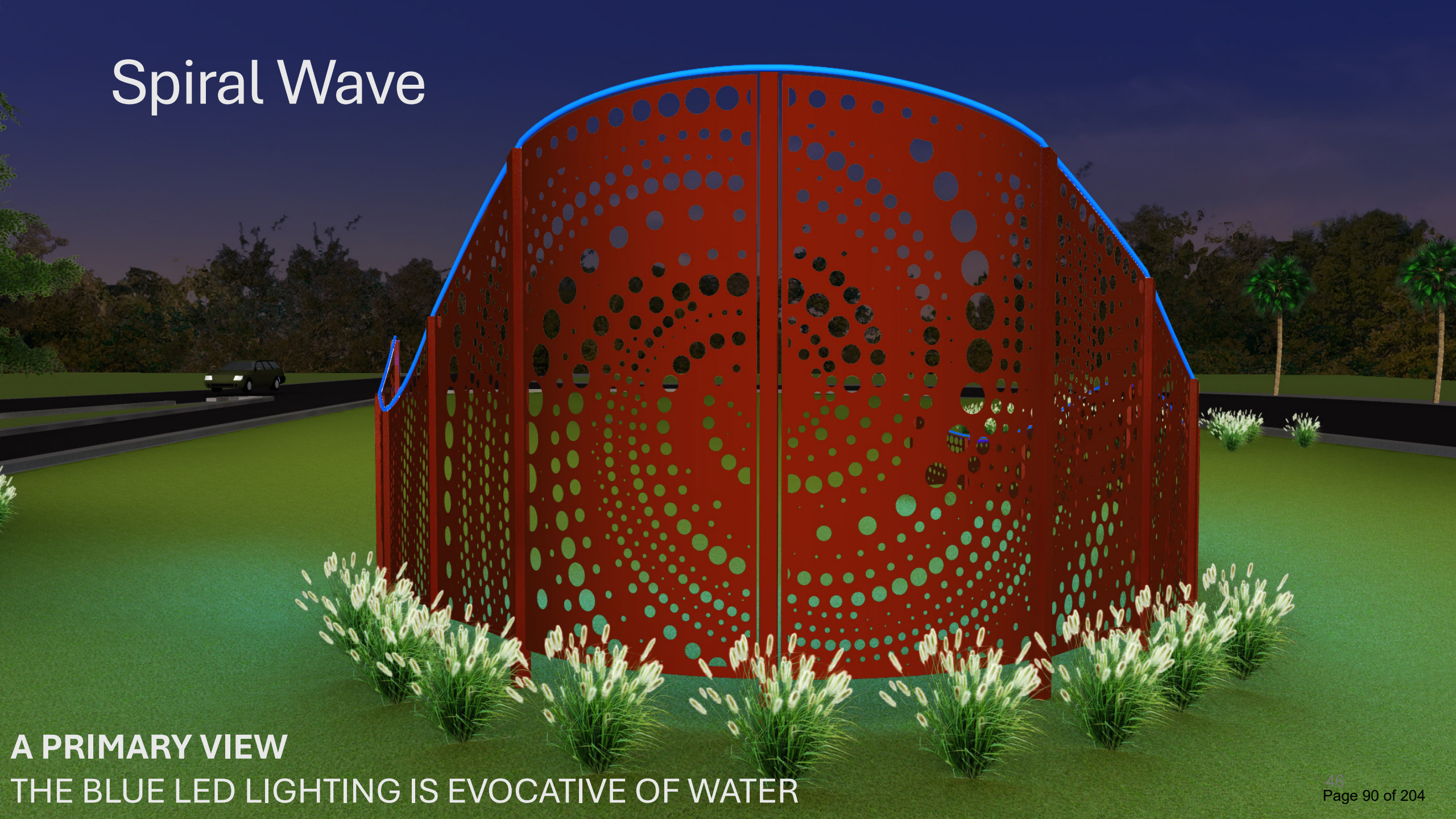
Nighttime Lighting



A PRIMARY VIEW

A LINE OF BLUE LED NEON LIGHT ACTIVATES THE TOP EDGE OF THE SCREENS, PROMOTING VISIBILITY

Spiral Wave



A PRIMARY VIEW

THE BLUE LED LIGHTING IS EVOCATIVE OF WATER

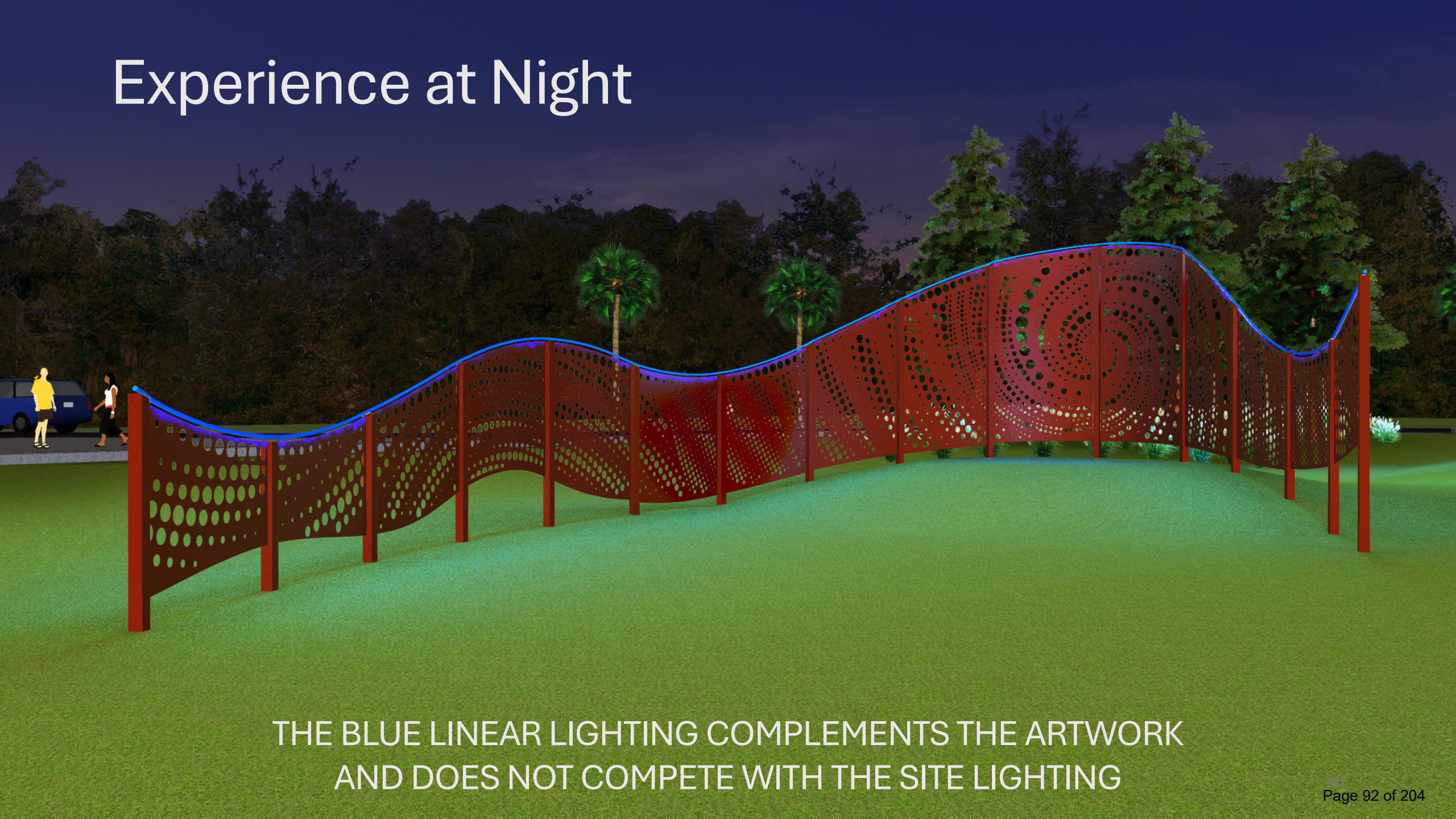
Nighttime Lighting



A PRIMARY VIEW

THE LINE OF LIGHT ACTIVATES THE FORM AND PATTERNING, MOVING AROUND THE SITE

Experience at Night



THE BLUE LINEAR LIGHTING COMPLEMENTS THE ARTWORK AND DOES NOT COMPETE WITH THE SITE LIGHTING

JunoWorks

Proposed Fabricator

Vicki Scuri SiteWorks has successfully completed two projects with JunoWorks, and currently, is working on a third project. JunoWorks is extremely professional, supportive, and reliable. I worked with JunoWorks for guidance regarding cost and fabrication for this Artwork, the Spiral Wave. The Spiral Wave, like our other two recent projects, completed with JunoWorks, is fabricated in weathering steel. Weathering steel withstands weather, and it develops a patina with age, becoming more attractive. I am confident that JunoWorks will successfully deliver this Artwork and will exceed all expectations for craft and installation.

Fabrication Info: JunoWorks

SERVICES:

RFP/RFQ review

Application review and advise

Contract negotiation

Budget development

Design Review

Engineering Oversight

Contract Deliverables

Fabrication Bid Process

Fabrication

Scheduling

Shipping

Complete installation services

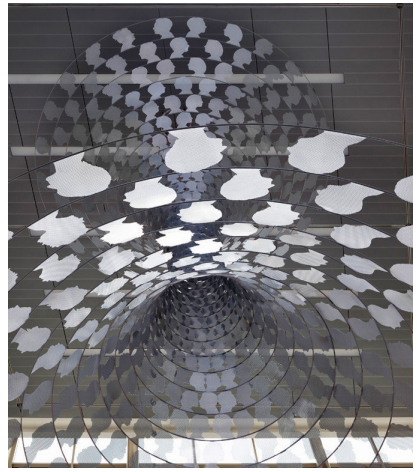
Maintenance recommendation development

Project close-out

JunoWorks is a custom metal fabrication studio specializing in art and architectural metal works. The team at JunoWorks can meet the most demanding requirements. We work with internationally recognized artists on a wide range of projects. We also work with emerging artists on projects of all sizes. Our fabricators have worked on hundreds of projects and average more than 20 years experience. Experts in crafting steel, our team excels in projects requiring stainless steel, aluminum, copper or bronze.

Located just north of Denver, JunoWorks has successfully completed projects nationally and internationally.





FABRICATION AND INSTALLATION BY JUNOWORKS

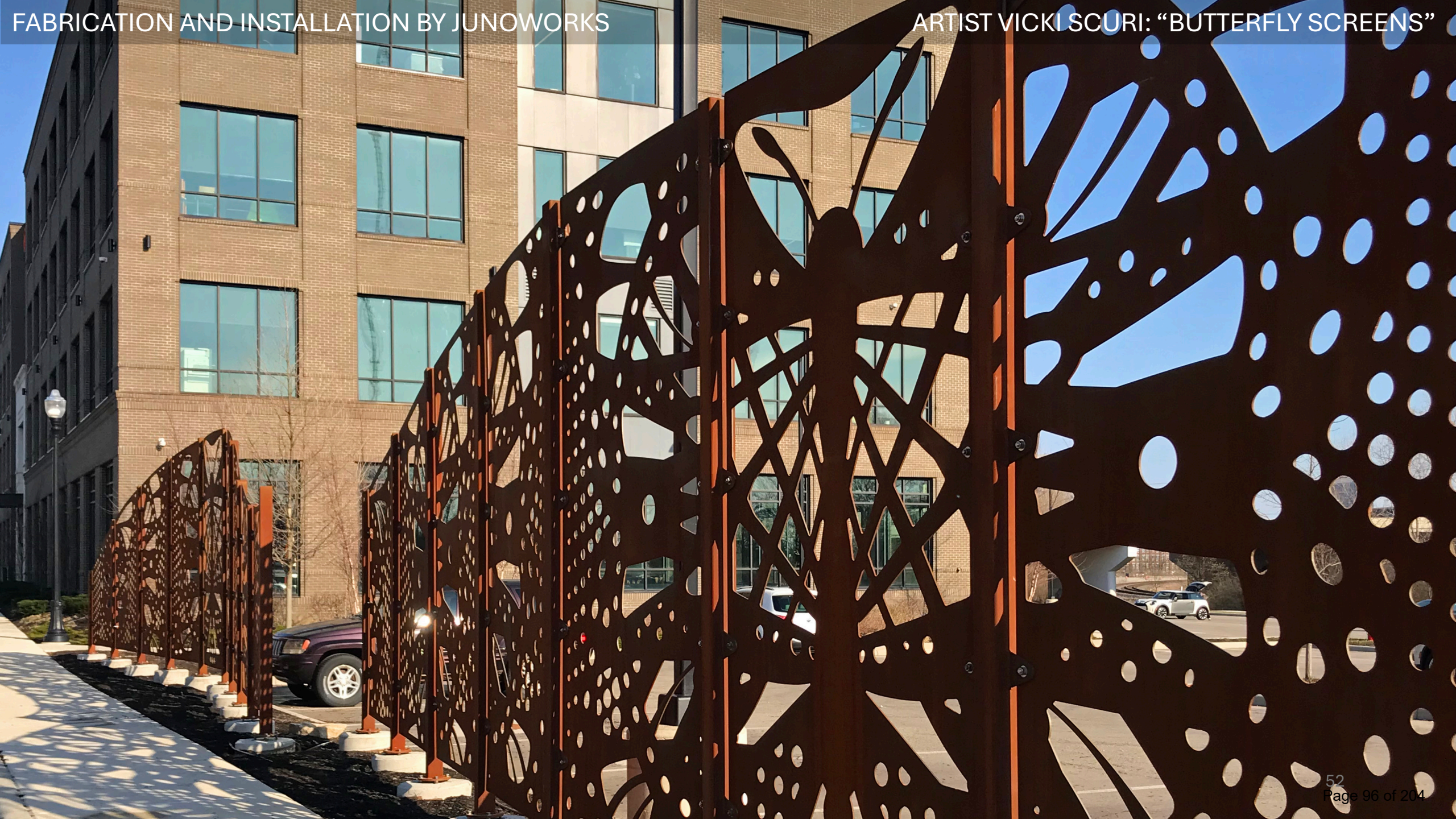
ARTIST VICKI SCURI: “UPLIFT”





FABRICATION AND INSTALLATION BY JUNOWORKS

ARTIST VICKI SCURI: “BUTTERFLY SCREENS”



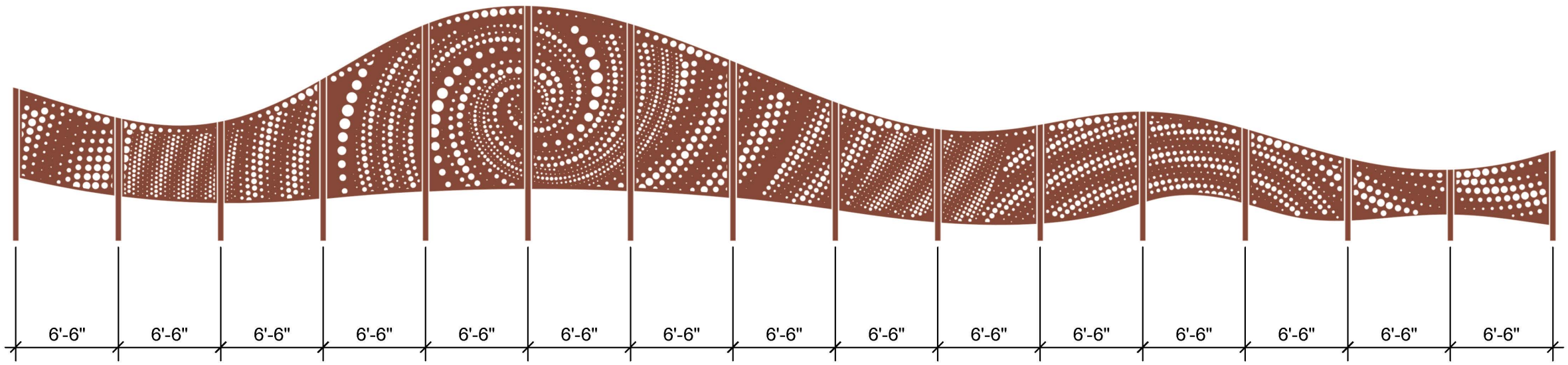
Technical Details

The screen material is .375” thick weathering steel. It will be plasma cut or laser cut to achieve the spiral patterning. Two pieces will be rolled to form curves around the mound. The pier foundations will be 18” in diameter, approximately 2’-3’ in depth, depending on the location and screen height. Exact measurements TBD by our engineer. Light is LED Neon Flex or equal.

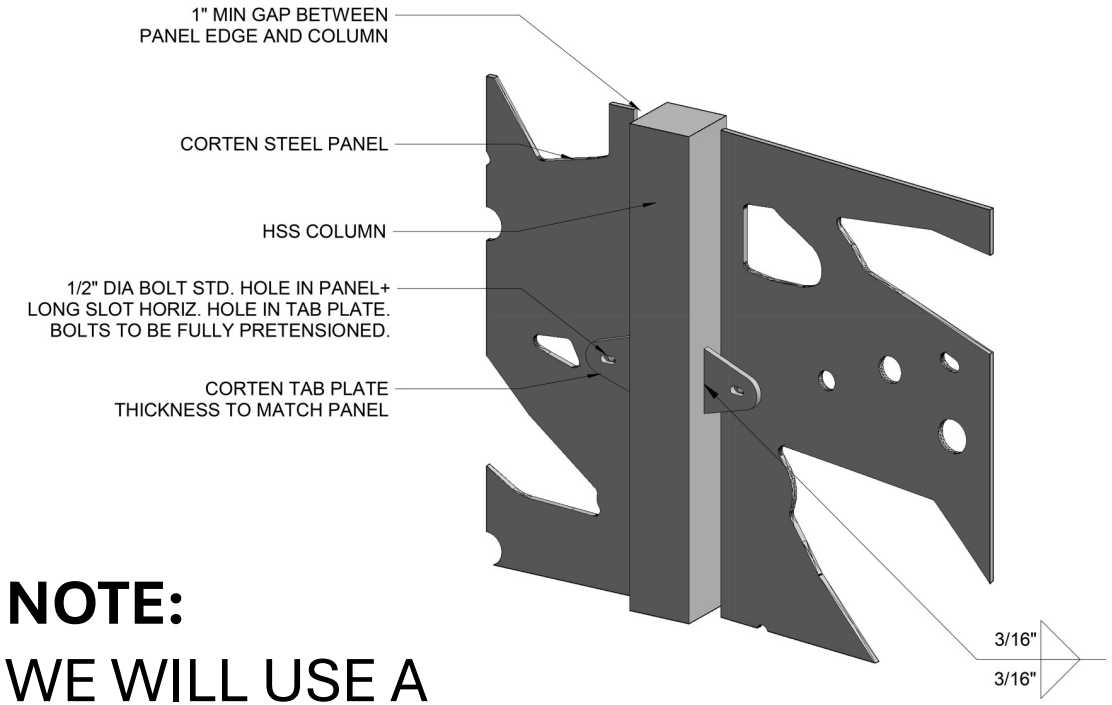
For LED Neon Flex technical information, see https://www.ledneonflex.com/

Proposed Artwork: The Spiral Wave Screen

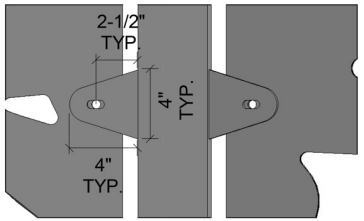
100 linear feet, varying height from 2 feet to 12 feet at Spiral



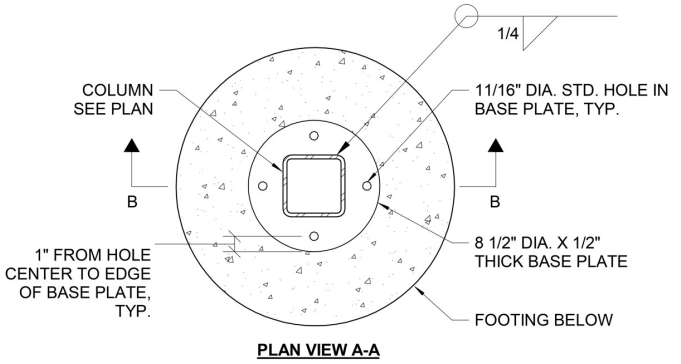
Example Structural Details



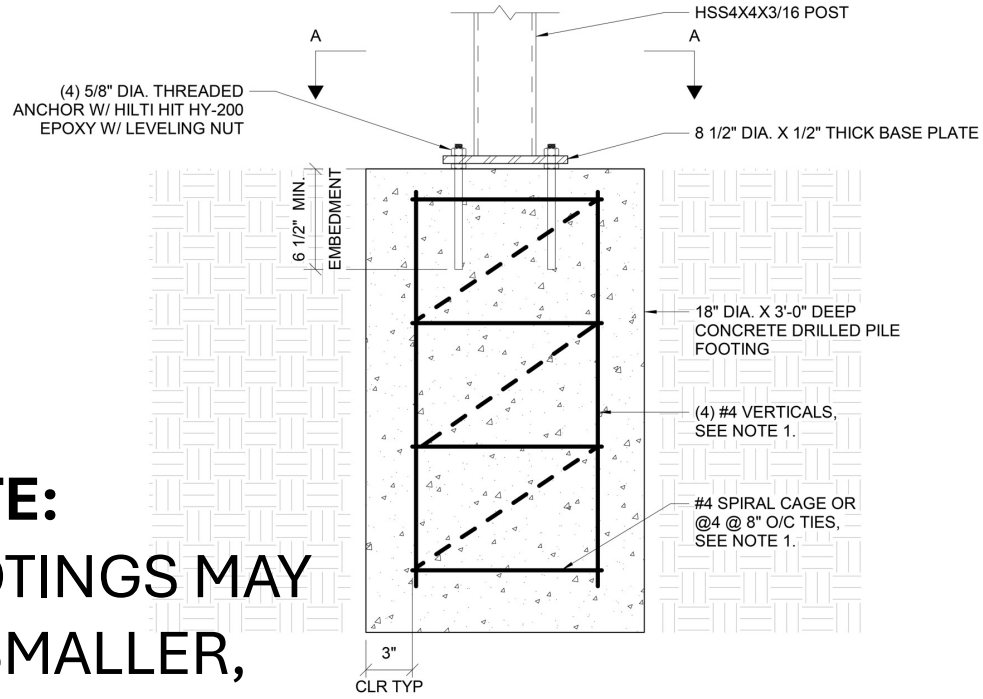
NOTE:
WE WILL USE A SIMILAR TAB AND BOLT CONNECTION SYSTEM



05 TYPICAL TAB CONNECTION DETAIL



PLAN VIEW A-A



SECTION VIEW B-B

NOTES:

1. DEFORMED BAR REINFORCEMENT MAY BE REPLACED BY A STEEL FIBER OR POLYMER FIBER REINFORCED CONCRETE MIX W/ ESTIMATED DOSAGE EQUAL TO 9 lbs/yd^3 OR 4 lbs/yd^3 RESPECTIVELY TO BE CONFIRMED BY FIBER MANUFACTURER

NOTE:
FOOTINGS MAY BE SMALLER, AS NEEDED, TDB

04 TYPICAL DETAIL @ POST BASE CONNECTION
1 1/2" = 1'-0"

General

1. These notes are to be read in conjunction with these drawings. In the event of conflict between the information on the drawings, these notes, the more stringent requirements shall govern.
2. The contractor is responsible for coordinating non-structural work with the work shown on these drawings. Discrepancies and/or interferences shall be reported to the artist and fabricator immediately.
3. Contractor shall verify all dimensions and existing conditions before beginning work. Special care must be taken when drilling concrete footers to avoid over drilling and comprimising the retention tanks below grade.
4. It is the contractor's responsibility to provide adequate shoring and bracing during construction to account for all forces, including but not limited to; forces from gravity, earth, wind, and unbalanced forces due to construction sequence.
5. For conditions not expressly shown use details shown for obviously similar conditions.
6. No openings shall be made in any structural member unless specifically shown on the structural drawings or unless approved in writing by the Structural Engineer.
7. Reproductions, in whole or in part, of Engineer's design documents, shall not be used as shop drawing plans and/or details.

Design

1. The design of the structure is in accordance with the Ohio State Building Code, 2017 Edition
2. Warning: The structural integrity of the building shown on these plans is dependent upon completion according to plans and specifications. Structural members are not self-bracing and shall be shored and/or braced by the contractor as necessary until stabilized by virtue of completed connections.

Performance Criteria

1. Fence Sway/Drift H/120

Loads

1. Wind Loads:
   A. Basic Wind Speed: 115 MPH
   B. Exposure Category: B
   C. Importance Factor: 1
2. Earthquake Loads:
   A. Ss: 0.118g
   B. S1: 0.06g
   C. Seismic Design Category: B
   D. Seismic Site Class: D
   E. Importance Factor (I): 1

Foundations

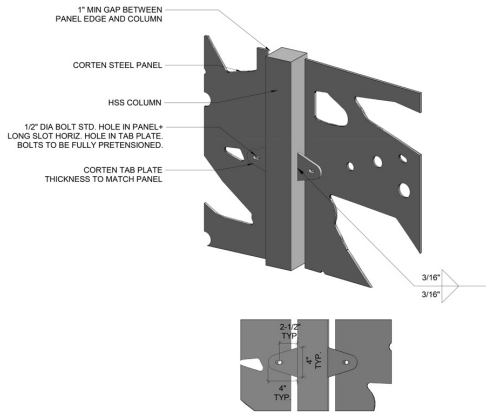
1. Foundation design has been performed based on Section 1806 Presumptive Load-Bearing Values of Soils of the Building Code.
2. All footings shall bear on undisturbed soil, having a minimum safe bearing capacity of 1500 psf. The Testing and Inspection Agency shall verify soil bearing capacity at select footing locations prior to placement of concrete. Notify architect of any variation from the anticipated bearing capacity for appropriate redesign or lowering of footing.
3. Pier footings shall be lowered and increased in height as approved by the artist, where soil of the specified bearing capacity is found at a lower elevation than shown on drawings.
4. The contractor shall safeguard and protect all excavations, and adjacent structures, pavements, and utilities. All excavations shall be kept free of water. The contractor is responsible for the design, installation, maintenance, and removal of all shoring, bracing, and dewatering required to properly construct the foundations and to protect adjacent structures, pavements and utilities. Do not remove shoring such as sheet piling if it will cause settlement or damage to existing or new structures, pavement, and/or utilities.
5. The foundation contractor shall refer to Mechanical and Electrical Drawings for all locations of conduits, etc. not shown on the Structural Drawings.

Foundation Concrete

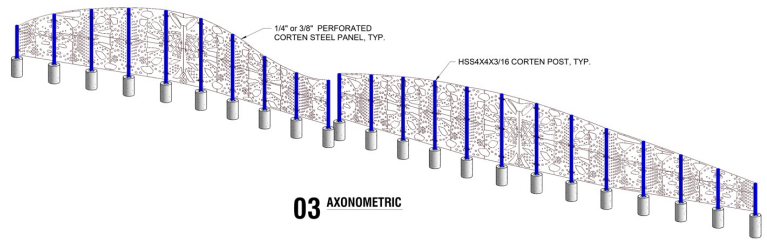
1. All concrete work shall conform with requirements of the American Concrete Institute A.C.I. 301, 315, 318, and SP66 latest editions.
2. All concrete shall be normal weight concrete having a minimum compressive strength at 28 days as follows:
   A. Pier Footings 4000 psi
3. No concrete shall be placed until concrete design mixes and previous tests have been submitted for each class of concrete noted above and have been approved by the engineer. Concrete proportions shall be based upon field experience and/or trial batches per ACI-301 and ACI-318. The controlled concrete to be used shall conform to the approved design mix. The use of any additives not present in the design mix is prohibited.
4. Representative test cylinders will be taken from the concrete placed each day. Samples are to be made in accordance with the Standard Practice for Sampling Freshly Mixed Concrete, ASTM C172 in the following quantity. One composite sample for each day's pour of each concrete mixture exceeding 5 cu. yd., but less than 25 cu. yd., plus one sample for each additional 50 cu. yd. or fraction thereof. Cast and laboratory cure two sets of two standard cylinder specimens for each composite sample. Compressive strength tests to be according to ASTM C39: test one set of two laboratory-cured specimens at 7 days and one set of two specimens at 28 days.
5. Reinforcing steel shall be deformed bars of intermediate grade new billet steel conforming to current requirements of ASTM A-615 Grade 60 or ASTM A-706, Grade 60. All hooks shall be standard hooks, unless otherwise noted. All laps shall be class 'B' laps except the minimum lap length shall be 24" unless noted otherwise.
6. Minimum concrete cover over reinforcing, unless otherwise shown, shall be 3" for footings and other structural concrete deposited against ground.
7. All concrete structural members shall be placed for their full depths in one operation. Construction joints, such as day's end placement joints, shall be located in the middle third of the span, reinforcing to run through the joint, bulkhead, key and roughen joints. Remove laitance prior to next pour.
8. Provide accessories and bar supports in accordance with Manual of Standard Practice for Detailing Reinforced Concrete Structures ACI SP66.
9. Concrete shall not be placed until preparations have been approved by the Testing and Inspection Agency, including formwork, reinforcement, embedments, and accessories.
10. Reproductions, in whole or in part, of Engineer's design documents, shall not be used as shop drawing plans and/or details.
11. All exterior concrete shall be air entrained to an air content of 6%, plus or minus 1.5% at the point of delivery. Limit air content to 3% at slabs with trowel-finished surfaces.
12. Provide DCI-S corrosion inhibitor by Grace or equivalent in concrete mix for concrete exposed to chlorides from de-icing salts or a marine environment

Structural Steel

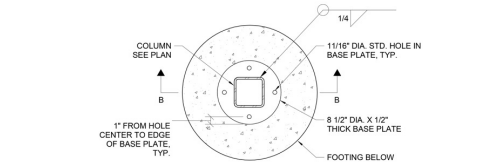
1. All structural steel work shall conform to A.I.S.C., "Specification for Structural Steel Buildings," and A.I.S.C., "Code of Standard Practice for Steel Buildings and Bridges", Latest Editions.
2. Structural steel shall conform to the latest edition of the following ASTM designations:
   A. Steel bars and plates shall be ASTM A588/A242. (Fy=50 ksi).
   B. Structural steel shapes, except bars and plates: ASTM A588. (Fy=50 ksi).
3. Bolts shall conform to the following ASTM designation, latest edition: High strength bolts - A325 Type 3; anchor rods - F1554, Grade 55 with glavinized finish unless noted otherwise on the drawings. All bolts shall be snug tight unless noted slip critical or S. C. on plans unless otherwise noted. All bolts that carry loads in tension shall be fully pretensioned.
4. All bolts shall be 1/2" diameter, open holes 9/16" diameter, unless otherwise shown or noted. Use high strength bolts for steel framing connections.
5. All welding electrodes shall conform at minimum to the E-70 series of the specification for mild steel arc welding electrodes ASTM A233, latest edition.
6. All welding shall be done by certified, licensed welders and shall be in conformance with the structural welding code of the American Welding Society ANSI/AWS D1.1-latest edition.
7. No penetrations are permitted through structural steel members unless indicated on structural drawings or approved by Engineer.
8. Approval of the engineer shall be mandatory for the use of cutting torch in the field.
9. All grout under steel base plates shall be non-shrink "pre-mix" type and shall have a minimum compressive strength of 5,000 psi, tested in accordance with concrete specifications. Use non-staining grout at exposed locations.
10. The steel fabricator may substitute heavier sections in place of the sections shown on the drawings to achieve economy of repetition, for availability or to take advantage of rolling mill production schedules so long as the changes are made known to the artist and engineer and are acceptable to both.
11. Reproductions, in whole or in part, of Engineer's design documents, shall not be used as shop drawing plans and/or details.



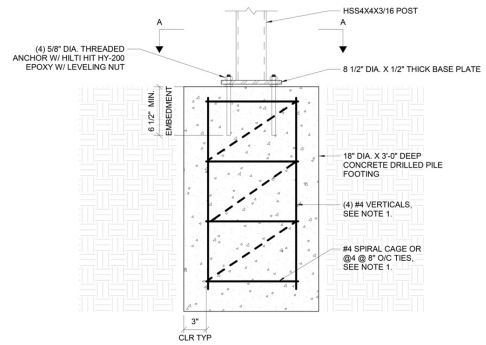
05 TYPICAL TAB CONNECTION DETAIL



03 AXONOMETRIC



PLAN VIEW A-A

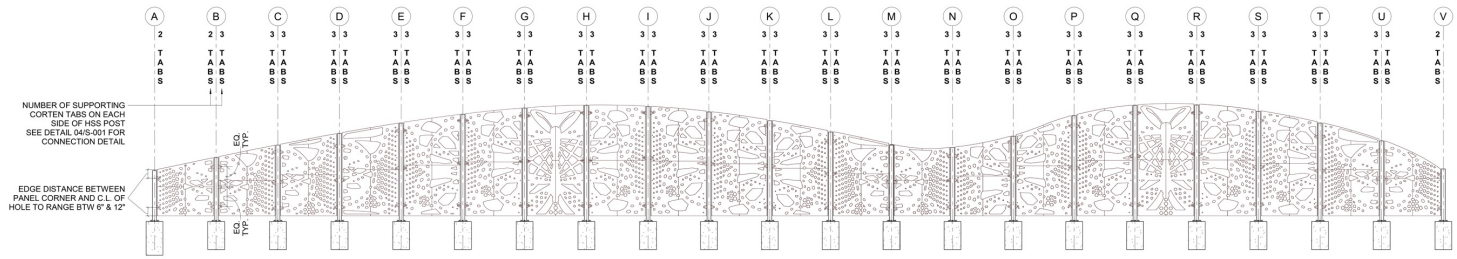


SECTION VIEW B-B

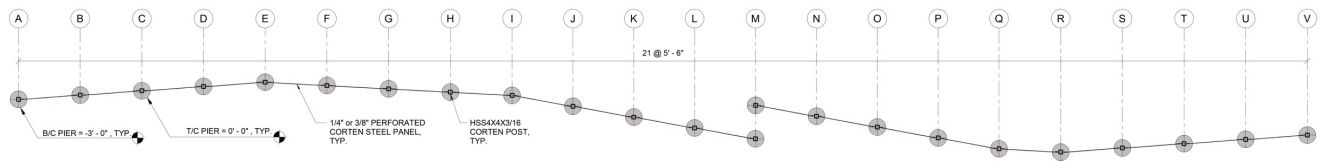
NOTES:

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04 TYPICAL DETAIL @ POST BASE CONNECTION
1 1/2" = 1'-0"



02 ELEVATION VIEW & NUMBER OF TABS
3/16" = 1'-0"



01 GROUND LEVEL FRAMING PLAN
3/16" = 1'-0"

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CLIENT
JuneWorks
5495 E. 69th Ave.
Commerce City, CO 80022

CONSULTANTS

ARTIST
Vicki Scuri SiteWorks
15004 37th Ave NE, Lake Forest Park WA 98155
206 361 5964 – vicki@vickiscuri.com

FABRICATOR
JuneWorks
5495 E. 69th Ave, Commerce City CO 80022
303 291 0255 – kevin@juneworks.com

KEY PLAN

ISSUE	DATE	DESCRIPTION
00	04/05/2022	FOR CONSTRUCTION

REVISIONS

PROJECT:
THE REACH ARCHITECTURAL FENCE

SEAL & SIGNATURE:



CRAFT | Engineering Studio 39 West 38th Street, Suite 6E
New York, NY 10018
ph. 646.912.9867
info@craftengin.com

DATE:	04/05/22
PROJECT NO.:	22009
DRAWN BY:	TC/AAC
CHECKED BY:	CGF

DRAWING TITLE:
STRUCTURAL NOTES & DRAWINGS

DRAWING NO.:
S-001 56

PAGE: 1

PRECEDENT STRUCTURAL ENGINEERING PAGE

GREEN LED LIGHTING SOLUTIONS

LED Neon FLEX



Version 1.6

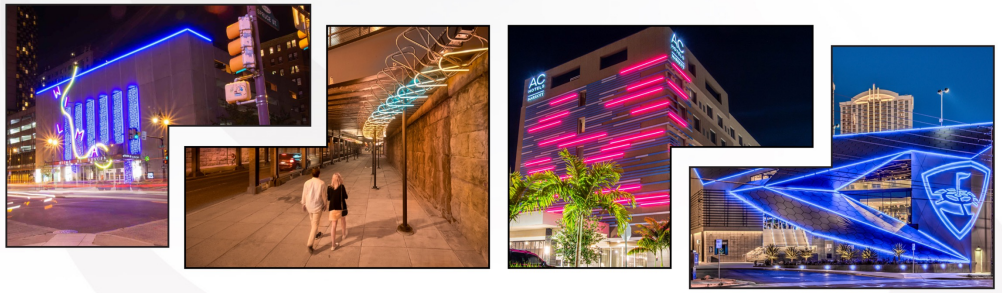
VIVID WAVE STATIC

SILICONE 24V

c UL us LISTED E347880 | CE | RoHS COMPLIANT | INDOOR USE | OUTDOOR USE | RGB | DMX RDM | DALI | DIMMABLE

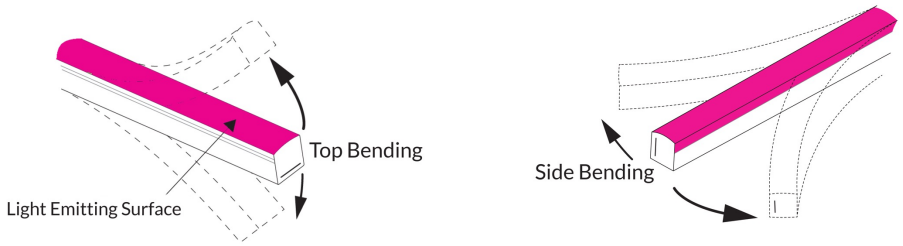
For More Information

Toll Free: 1 (888) 580-6366

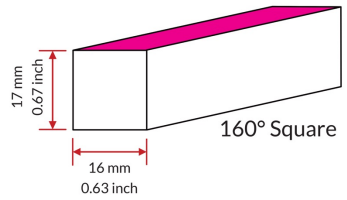




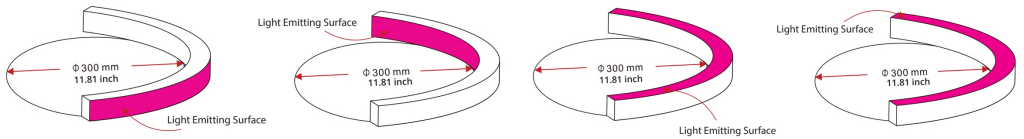
Bending Direction



Light Profile



Minimum Bending Diameter



Maintenance

The maintenance for this project will be minimal. The sculptural screens are fabricated in weathering steel. Weathering steel forms a patina that becomes more beautiful with age and weather. It is sustainable. Graffiti can be removed with a product called “Goof Off,” graffiti remover available at Amazon.

The LED Neon Flex Lights come with a 10-year 50,000 hour limited warranty from the manufacturer. They are Wet Rated IP68 and UL Compliant. See: ledneonflex.com

Schedule and Budget

The budget and schedule for this work has been collaboratively estimated by Vicki Scuri SiteWorks with JunoWorks. JunoWorks has successfully completed two recent projects with Vicki Scuri SiteWorks. Schedule and line-item budgets are subject to discussion and refinement with the Client. Schedule may be accelerated.

Proposed Schedule

Contract Execution	**August 30, 2025**
Artist Design Development Complete:	October 31, 2024
Artist Construction Documents Complete:	December 31, 2024
Building Permit Issuance:	February 28, 2025
Art Fabrication Complete:	May 31, 2025
Art Installation & Lighting Complete:	June 30, 2025

Coordination:

The Artist and JunoWorks will coordinate with the Client, the City of St. Augustine during all phases of design, fabrication, permitting, and installation.

This schedule may be accelerated if agreed to by the Artist and JunoWorks and the Client, the City of St. Augustine.

Notes

The schedule shown above is derived from the Project Prospectus. Client and community meetings will be held virtually, as needed. In person, on site visits will be scheduled as needed: TBD.

Ballpark Budget: $250,000

Vicki Scuri SiteWorks:	
Artist Design/CM Oversight/Travel:	$50,000
Photography/Final Doc:	$ 3,000
Sub-Total:	**$53,000**
JunoWorks:	
Materials & Fabrication:	$60,500
Concrete:	$40,000
Lighting:	$15,000
Engineering, Shop Drawings,	$12,500
Permits/Road Closures:	$12,500
Packing & Shipping:	$11,500
Installation & Travel:	$45,000
Sub-Total:	**$197,000**
Grand Total:	**$250,000**

Notes:

1) Milestone Payments TBD Upon Contract Award

2) Travel is included in Sub-Total Amounts included in fees.

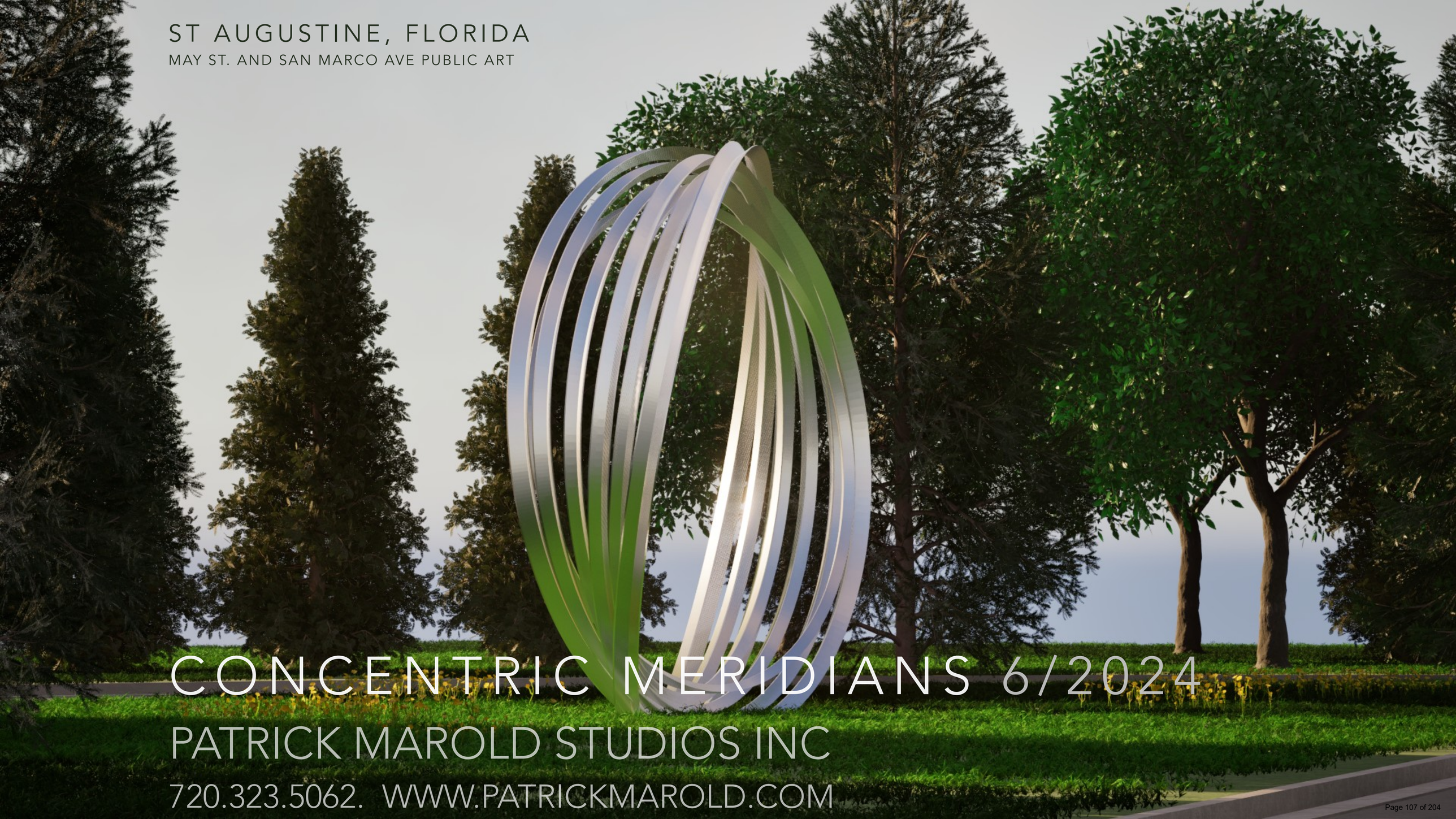
3) Artist will subcontract with JunoWorks for Engineering, Fabrication, Permitting, and Installation.

4) At Final Design, the Artwork will be designed to meet the proposed budget based on actual costs required to complete this work.

5) Insurance is included in fees.

Thank You
Summary & Questions

- The Artwork is inspired by Downtown's Historic Architecture Timeless Arches, Geometric Forms, and Repetitive Patterns.
- The Artwork is inspired by Uptown: A quirky beachside community, influencing the whimsical nature of the work.
- The Artwork is inspired by the Atlantic Ocean, St. Augustine's Beaches.
- The Artwork anchors the site with a central spiral and promotes wayfinding, with patterning that flows in the direction of traffic.
- The Artwork is engaging both day and night, from multiple viewpoints, transforming the roundabout into a landmark with the Spiral Wave Artwork.


ST AUGUSTINE, FLORIDA
MAY ST. AND SAN MARCO AVE PUBLIC ART
CONCENTRIC MERIDIANS 6/2024
PATRICK MAROLD STUDIOS INC
720.323.5062. WWW.PATRICKMAROLD.COM

The proposed Concentric Meridians sculpture evokes the rising and setting sun from the east and west perspectives on May Street, building off our innate celestial alignments. St Augustine's natural beauty and coastal qualities provide an enhanced presence of sky conditions that this concept celebrates at a central intersection for the city.






CROSSWALK
STOP
ON RED



The engaging luster of the polished stainless steel rings, each poised at an independent angle reveals a composite volume of positive and negative space that continues to distinguish the sculpture from the background and surrounding inclusions of the landscape and built environment. This concept specifically addresses the physical context of the traffic island, providing an iconic sculptural component to a landscape that will change considerably over the next 25 years, complimenting the anticipated growth of trees and potential development.


ONLY
San Marco Ave. NORTH
TO 1 Left Lane
NORTH A1A Right Lane
TO
1



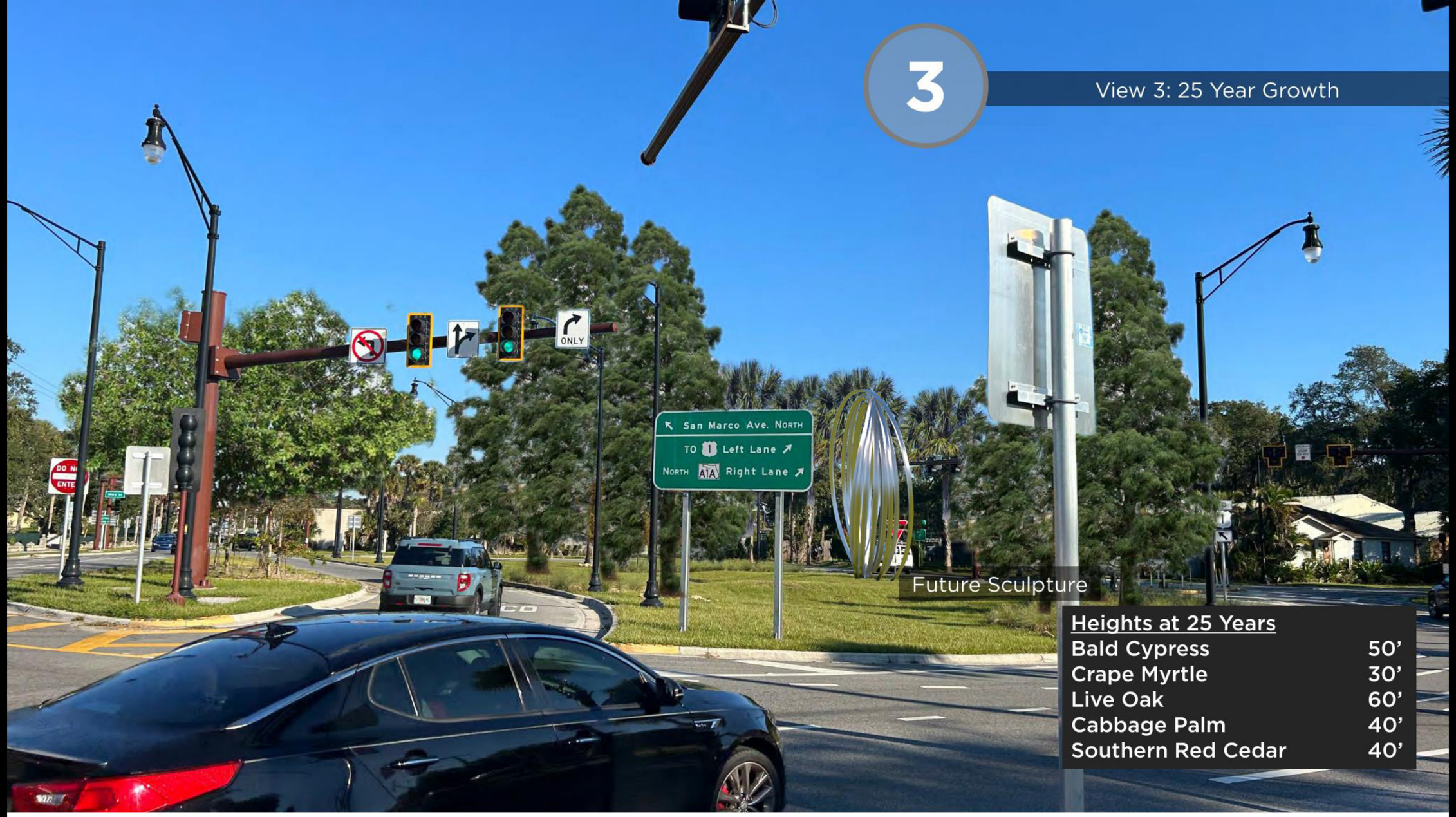
CITY OF ST AUGUSTINE EST. 1565

MAY STREET / SAN MARCO AVENUE LANDSCAPE GROWTH IMAGING

City of St. Augustine | St. Augustine, Florida

ML+H Project No. 23.30.0

Marquis Latimer + Halback
LANDSCAPE ARCHITECTURE · PLANNING



CITY OF ST AUGUSTINE EST. 1565

MAY STREET / SAN MARCO AVENUE LANDSCAPE GROWTH IMAGING

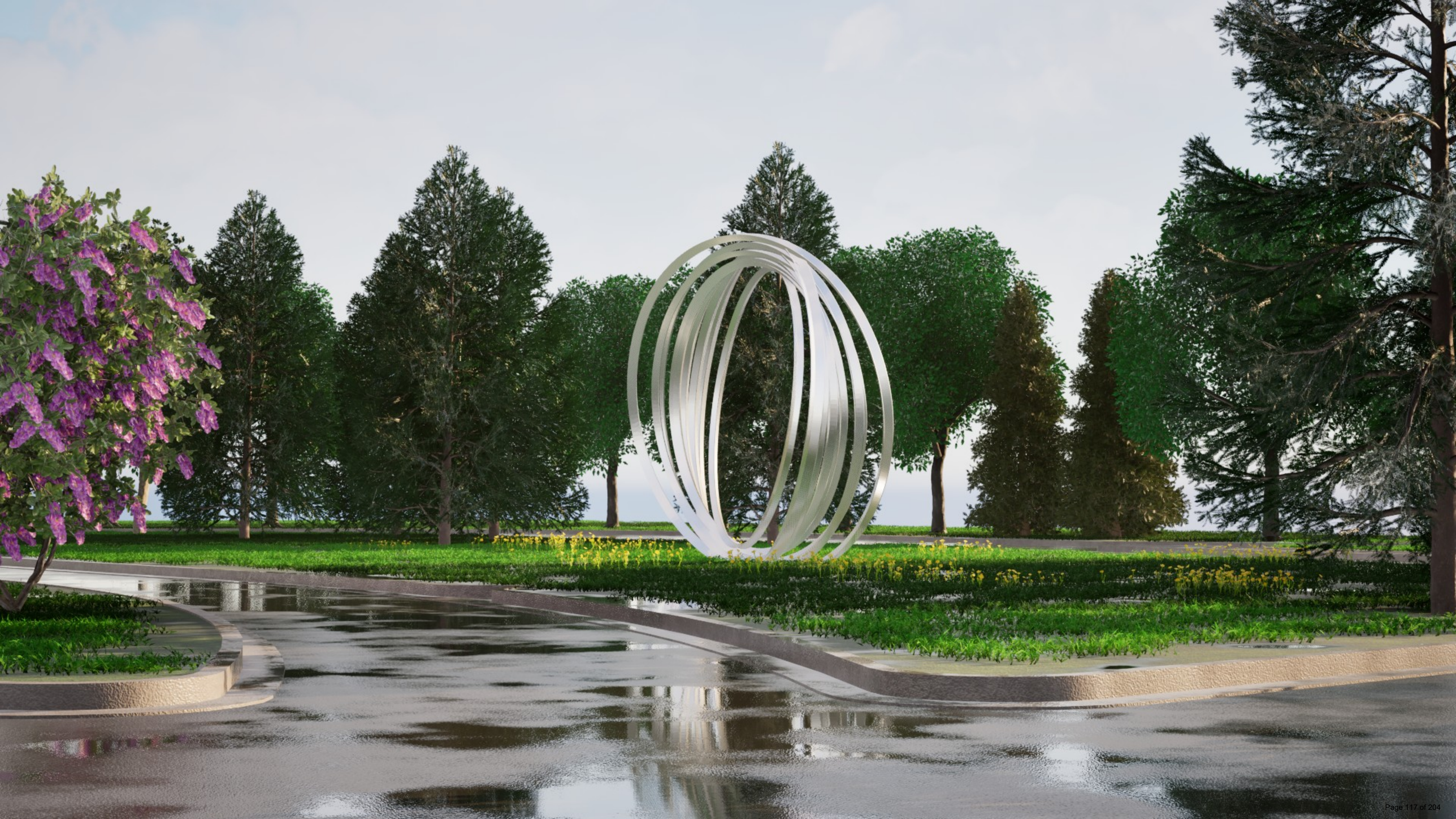
City of St. Augustine | St. Augustine, Florida

ML+H Project No. 23.30.0

Marquis Latimer + Halback
LANDSCAPE ARCHITECTURE · PLANNING
www.halback.com | Florida Qualifier LA6667110





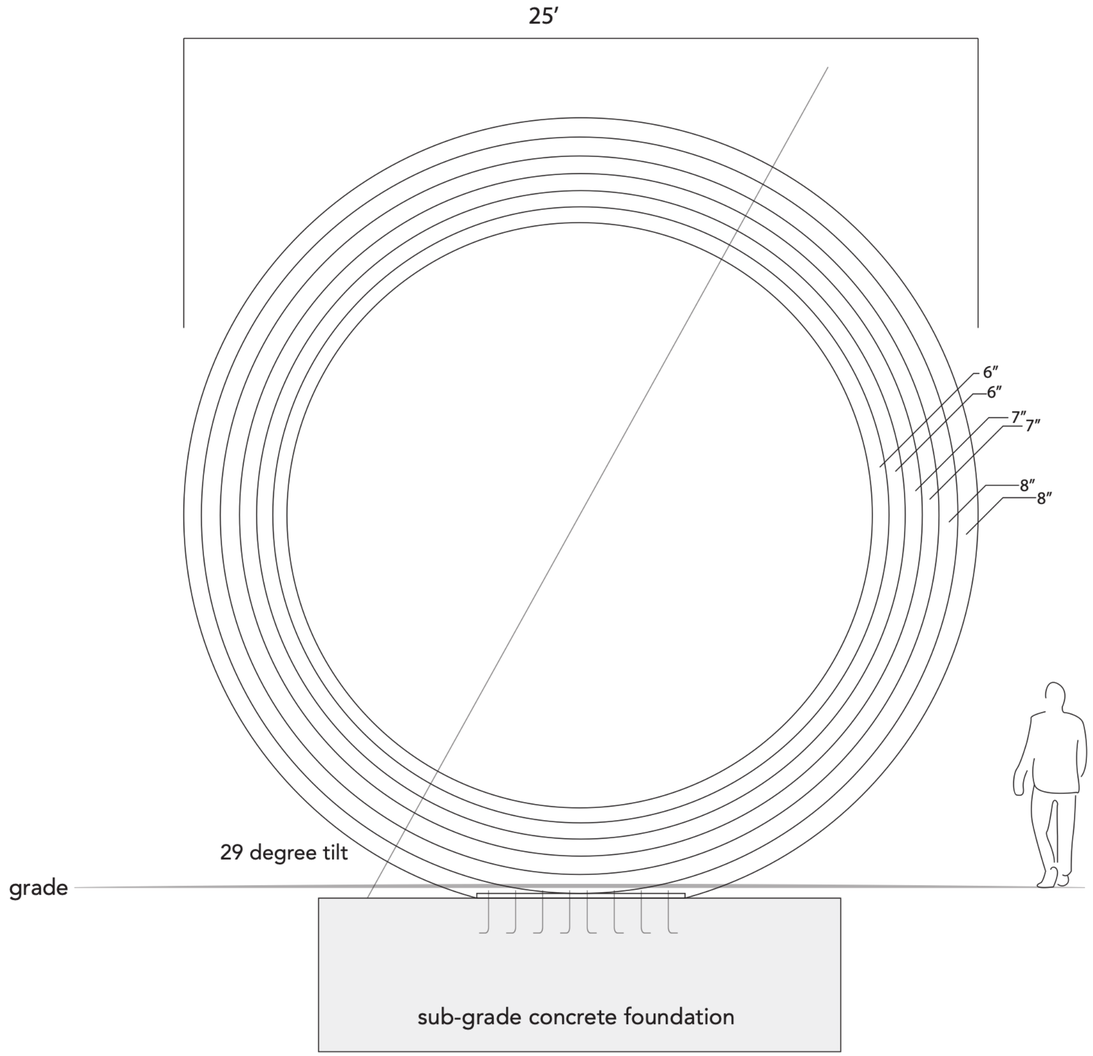


Evening Lighting will enhance the sculpture's presence, and will require careful consideration for surrounding light conditions and roadway safety.



The concept additionally considers the site's proximity to the Florida School for The Deaf and The Blind. Similarly to how the ambient light is reflected back to our eyes, the defined geometry of the Concentric Meridians will reflect sound back to the attuned, hypersensitive ear, revealing a sonic form to those that are visually impaired. Like the way concave surfaces focus sound back at the listener, these rings will reflect varying densities of sound, depending on one's alignment with the sculpture.



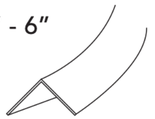


Concentric Meridians

St Augustine, May Street and San Marco Ave

Patrick Marold Studios Inc. 6/2024

Stainless Steel Angle. Varying sizes from 8" - 6"
Welded Construction



Concentric Meridians Estimated Budget Outline

Design and Engineering	$20,000.00
Project Coordination, Permitting, Admin and Insurance	$20,000.00
Materials	$50,000.00
Fabrication	$65,000.00
Site Prep	$8,000.00
Transport	$5,000.00
Installation	$20,000.00
Site Restoration	$2,000.00
Artist Fee	$40,000.00
Travel	$20,000.00
Total	$250,000.00

Engineering, and Fabrication of the Concentric Meridians is estimated to take approximately 12 months. Installation will be coordinated to take 2-3 days with efforts to minimize disruptions to traffic and maintain the beauty and function of the area. All phases will be closely managed with design and construction teams in St Augustine.

Video: Passing views of the Concentric Meridians

Presentation : St. Augustine (Abbreviated/Revised 07/19/24)

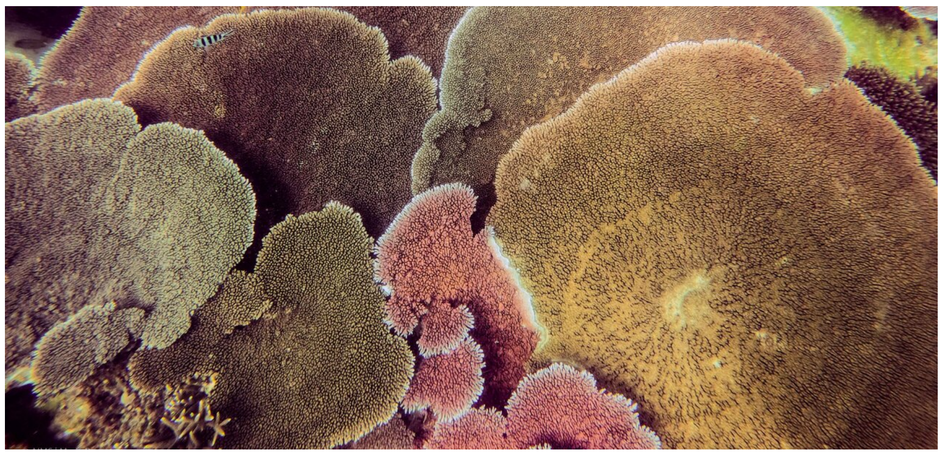
Roundabout May Street and San Marco Avenue

depeña studio

Proposal : Site + Inspiration

People, History, The Ocean and Geography





Situated at the prominent roundabout at the intersection of May Street and San Marco Avenue in St. Augustine, FL, the proposal concepts are **inspired by using the principles of both biomimicry and biophilia (the study that suggests humans possess an innate tendency to seek connections with nature and other forms of life) in the process of developing the forms for the sculptures.** Through abstracted sculptural forms inspired by ocean waves, and the architectural complexity of Table Coral in the coral reef, these concepts capture the beauty, power and reverence of the natural forces which have shaped the coastal landscape and historic communities of St. Augustine.

The project simultaneously seeks to respectfully honor the relationship that both the indigenous people had, and the current community have with the ocean and its elements, which were vital to their way of life. This respect for the marine ecosystem resonates with the subsequent communities that lived in St. Augustine, including the Spanish settlers and African American communities, who also relied on the sea for sustenance and inspiration. **The proposed sculptural forms celebrate the enduring connection between the people of St. Augustine and the ocean.**

Unlike traditional sculptures, this artwork is not merely placed in the landscape but integrates the landscape into the art itself, creating a seamless blend of natural and artistic elements. **This integration is further advanced through the use of materials such as Coquina, a locally sourced material - that has been used historically in building significant structures St. Augustine.**

For the residents and visitors of St. Augustine, the sculpture will be a source of reflection and inspiration, drawing connections across time—from the natural, historical and spiritual significance of the ocean to the indigenous peoples and subsequent communities, to the commercial, communal and current recreational use of the coastline.

01a

Proposal : Direction 01a (Original Planted) **:** “Groundswell or Shore Break (Working Title)”

Oceanic. Seamless. Fluid. Movement. Blending into the Landscape. Earth. Context. Geography. Beauty. Nature.

depeña studio

Proposal : Site + Inspiration

Striking Visual Form of a Cresting Wave





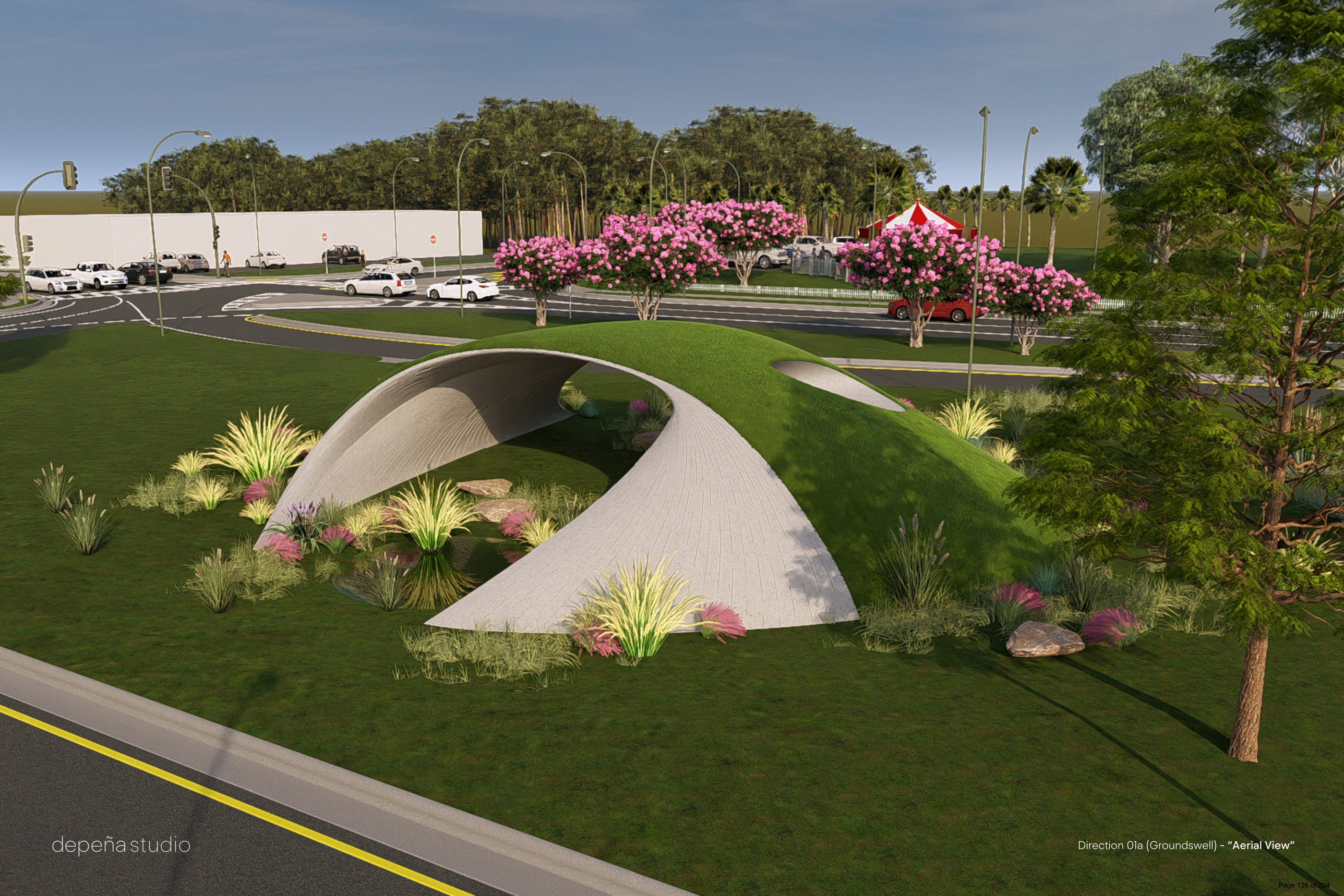




Various Waves Forming Perfect Barrels

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Direction 01a (Groundswell) - **"View from Street"**



depeña studio

Direction 01a (Groundswell) - **"Aerial View"**



01a

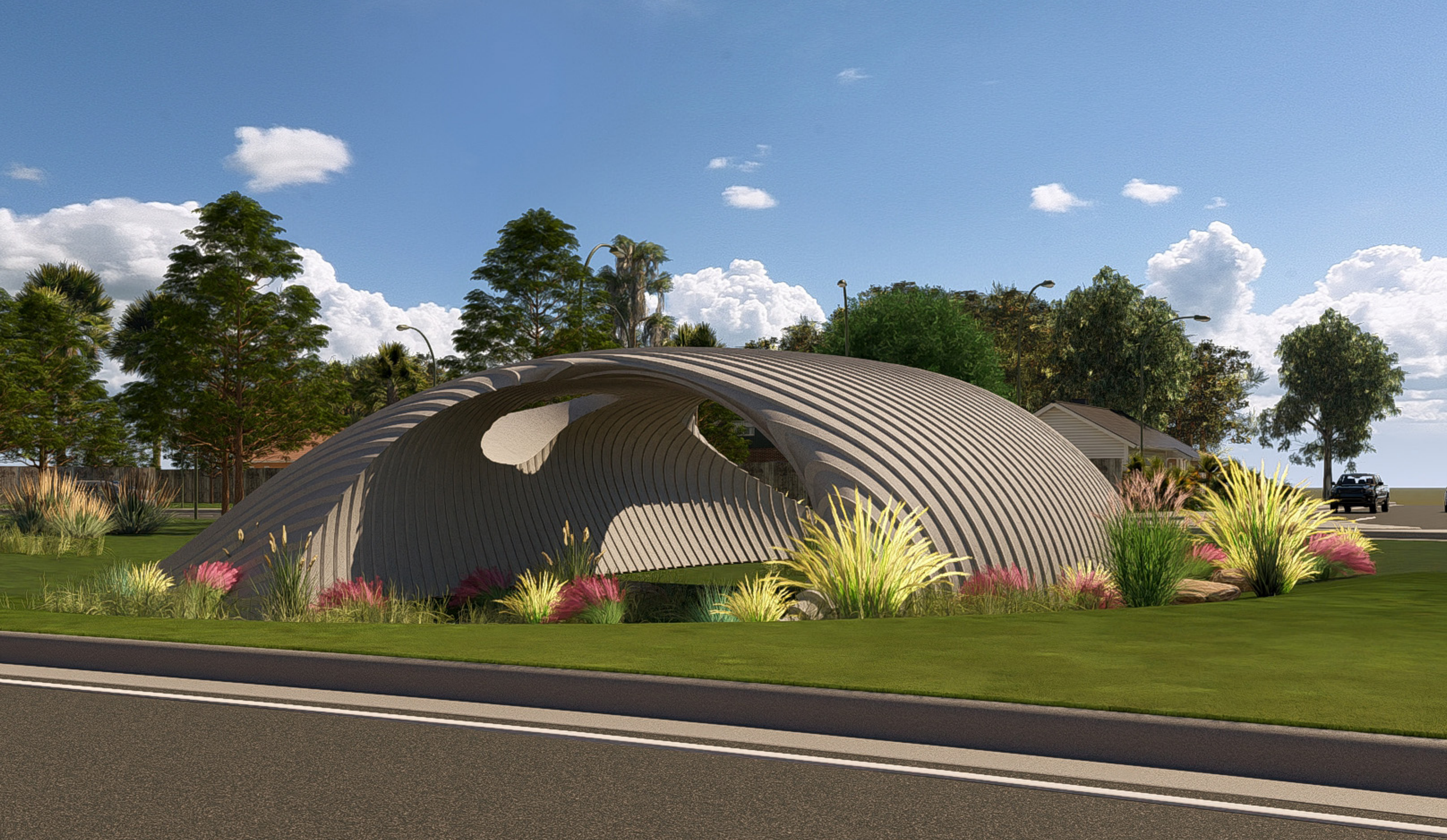
Proposal : Direction 01a (Revised Unplanted) **:** “Groundswell or Shore Break (Working Title)”

Oceanic. Seamless. Fluid. Movement. Blending into the Landscape. Earth. Context. Geography. Beauty. Nature.

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Direction 01a (Groundswell) - **"All Coquina Staggered"**











01a

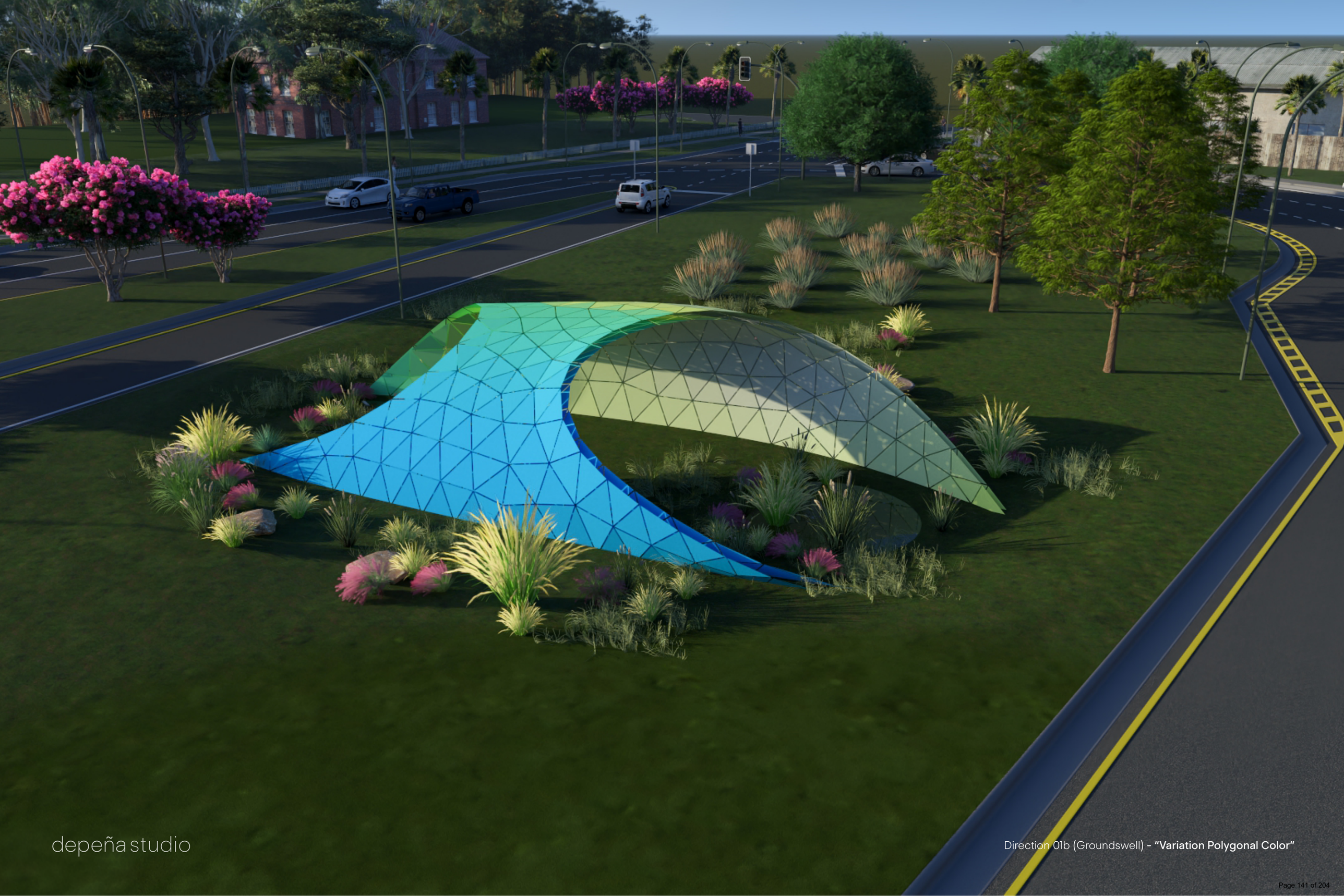
Direction 01b : Variations (Original) “Groundswell (Working Title)”

Oceanic. Seamless. Fluid. Movement. Blending into the Landscape. Earth. Context. Geography. Beauty. Nature.

depeña studio

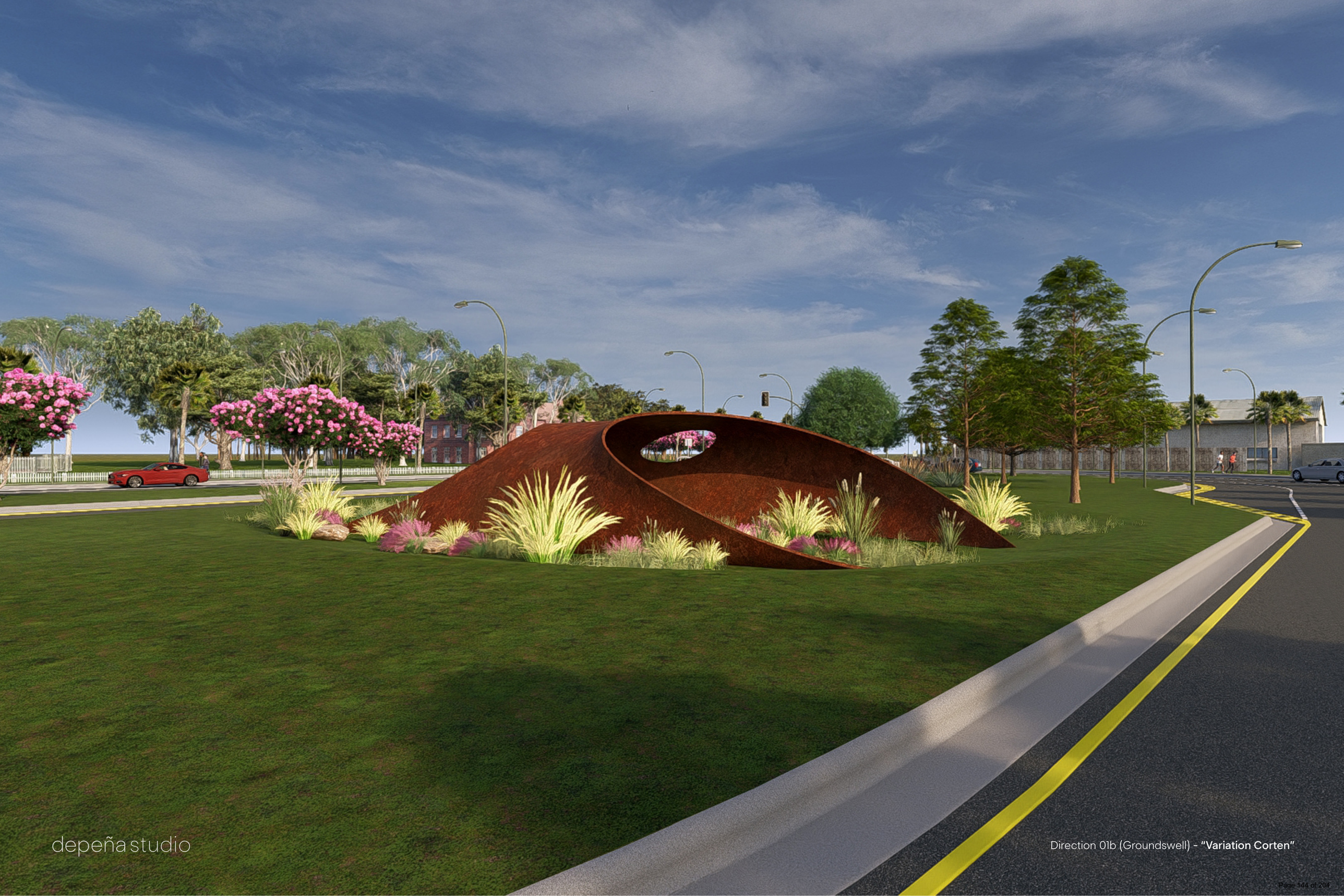


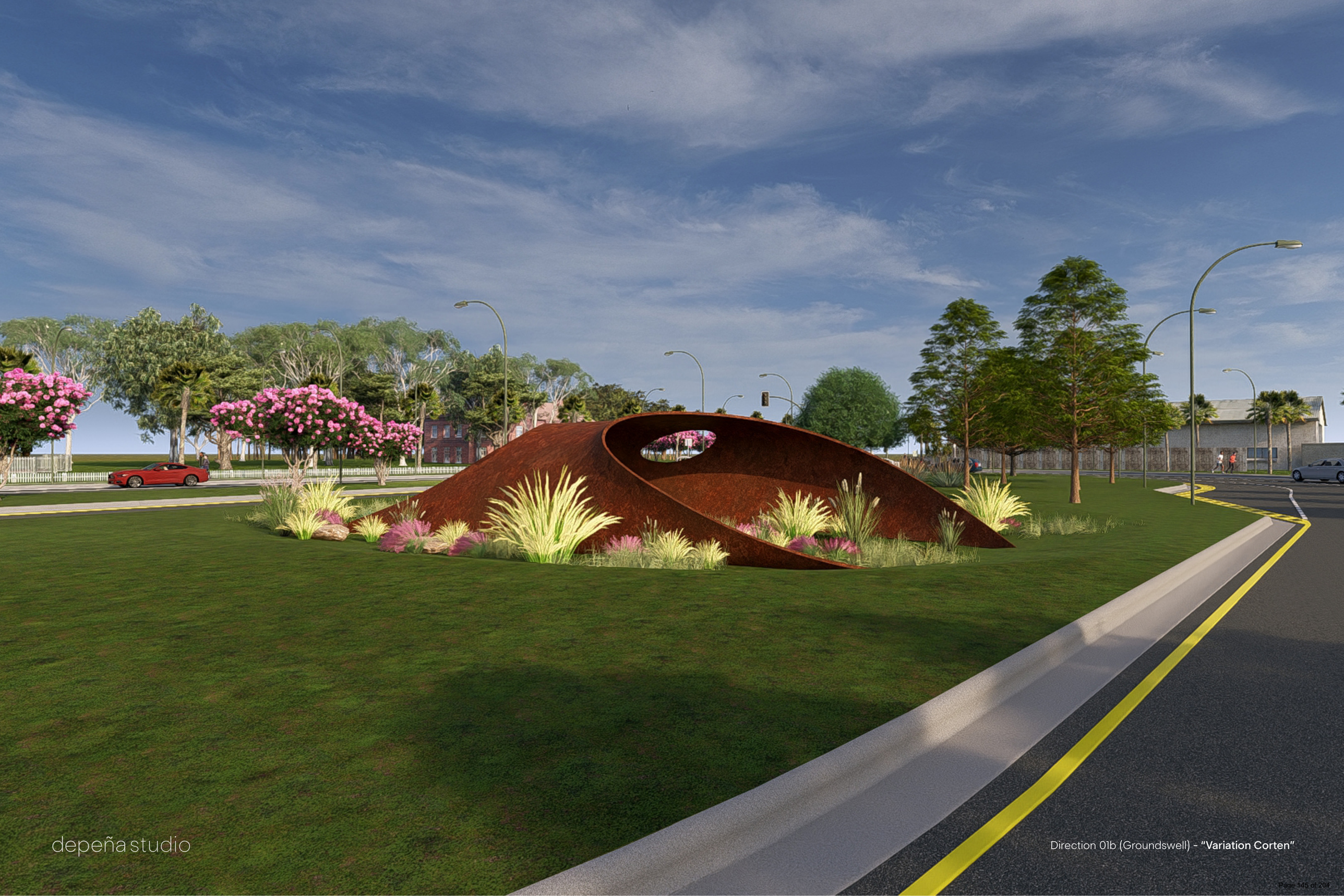












01a

Direction 01b : Variations (Revised Construction) “Groundswell (Working Title)”

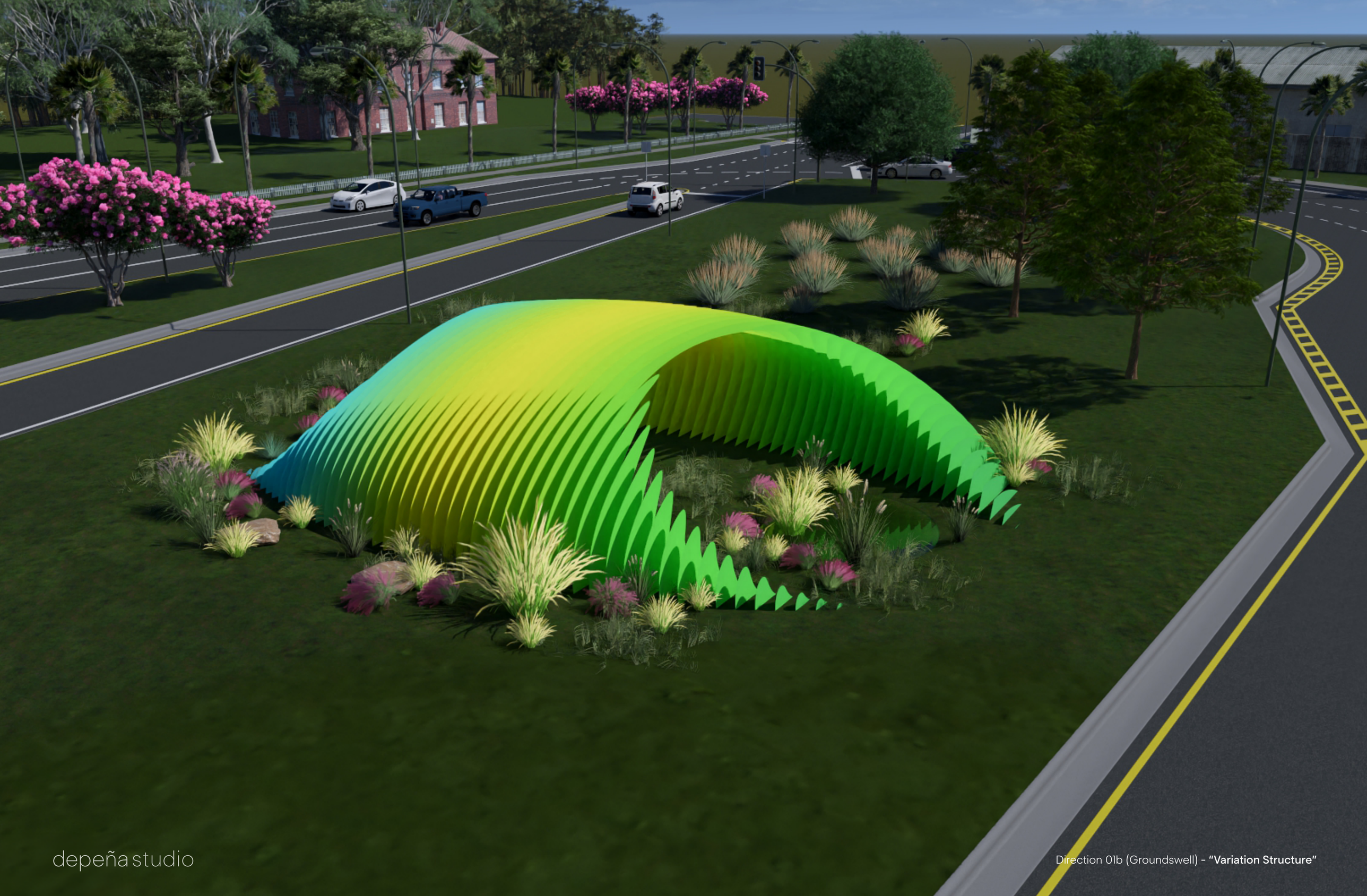
Oceanic. Seamless. Fluid. Movement. Blending into the Landscape. Earth. Context. Geography. Beauty. Nature.

depeña studio

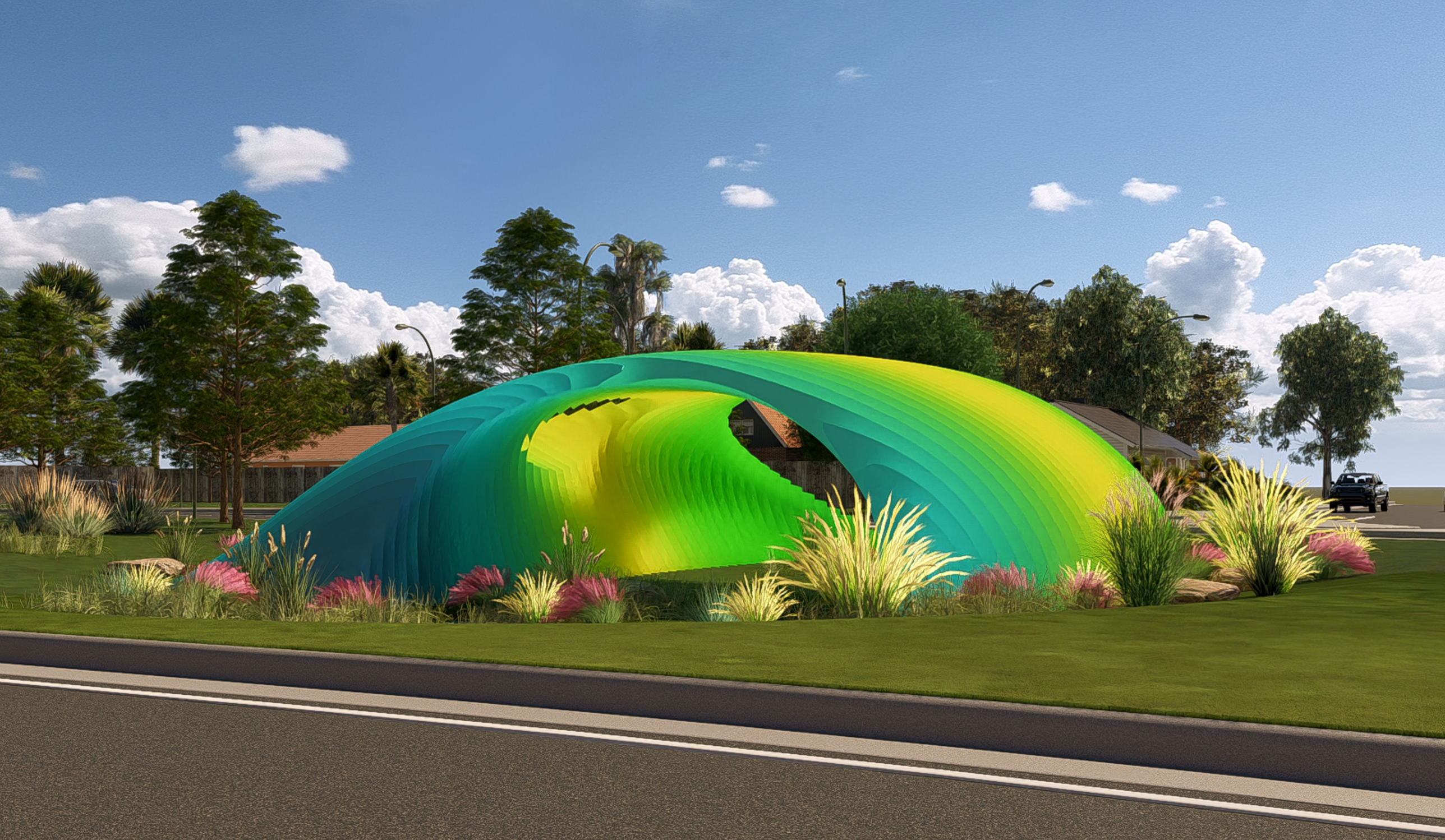


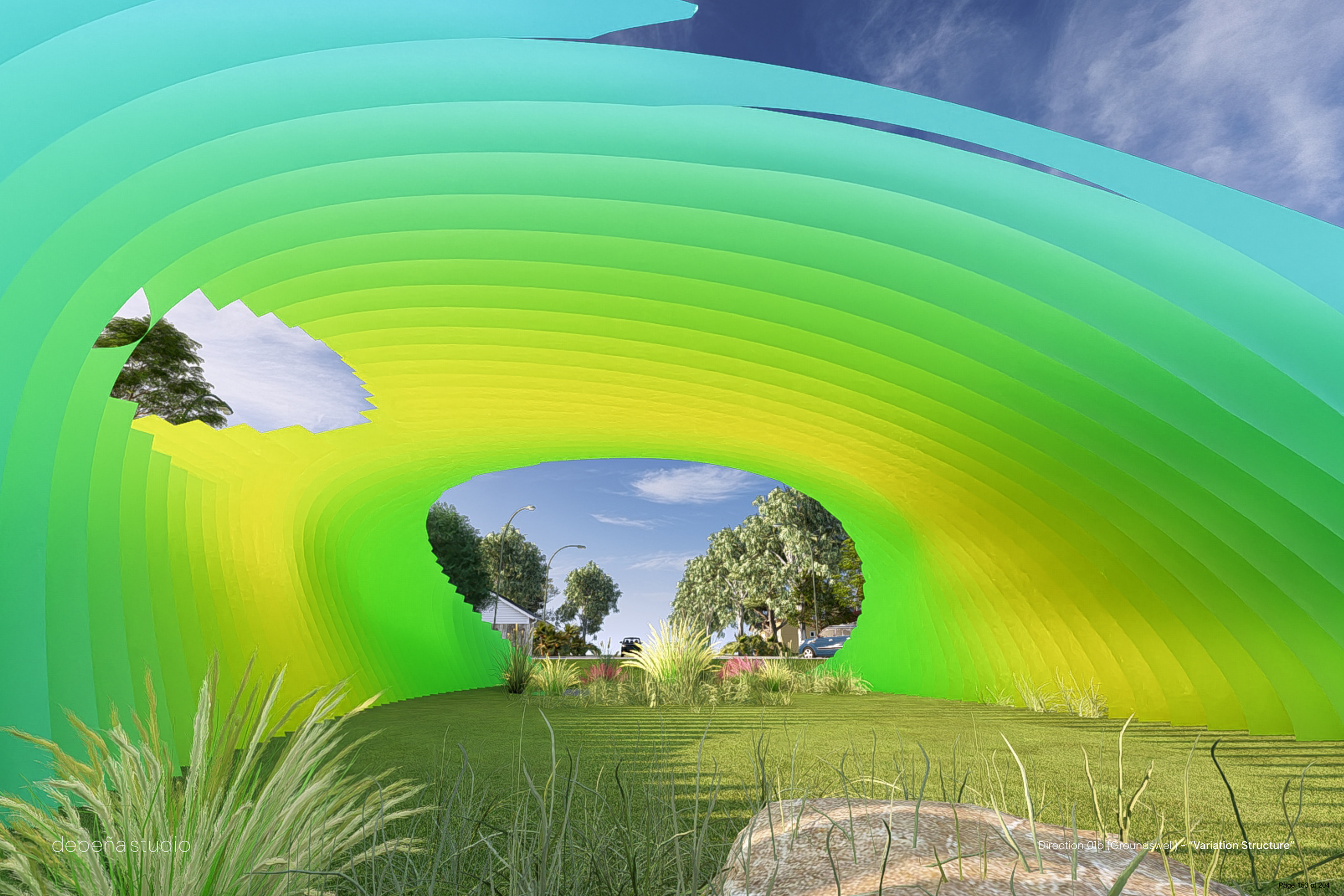












02

Proposal : Direction 02 (Original Planted) **:** “Plant Reef (Working Title)”

Seamless. Fluidity. Movement. Blending into the
Landscape. Earth. Context. Geography. Beauty. Nature.

depeña studio

Proposal : Site + Inspiration

The Beautiful Sculptural Forms of the Coral Reef

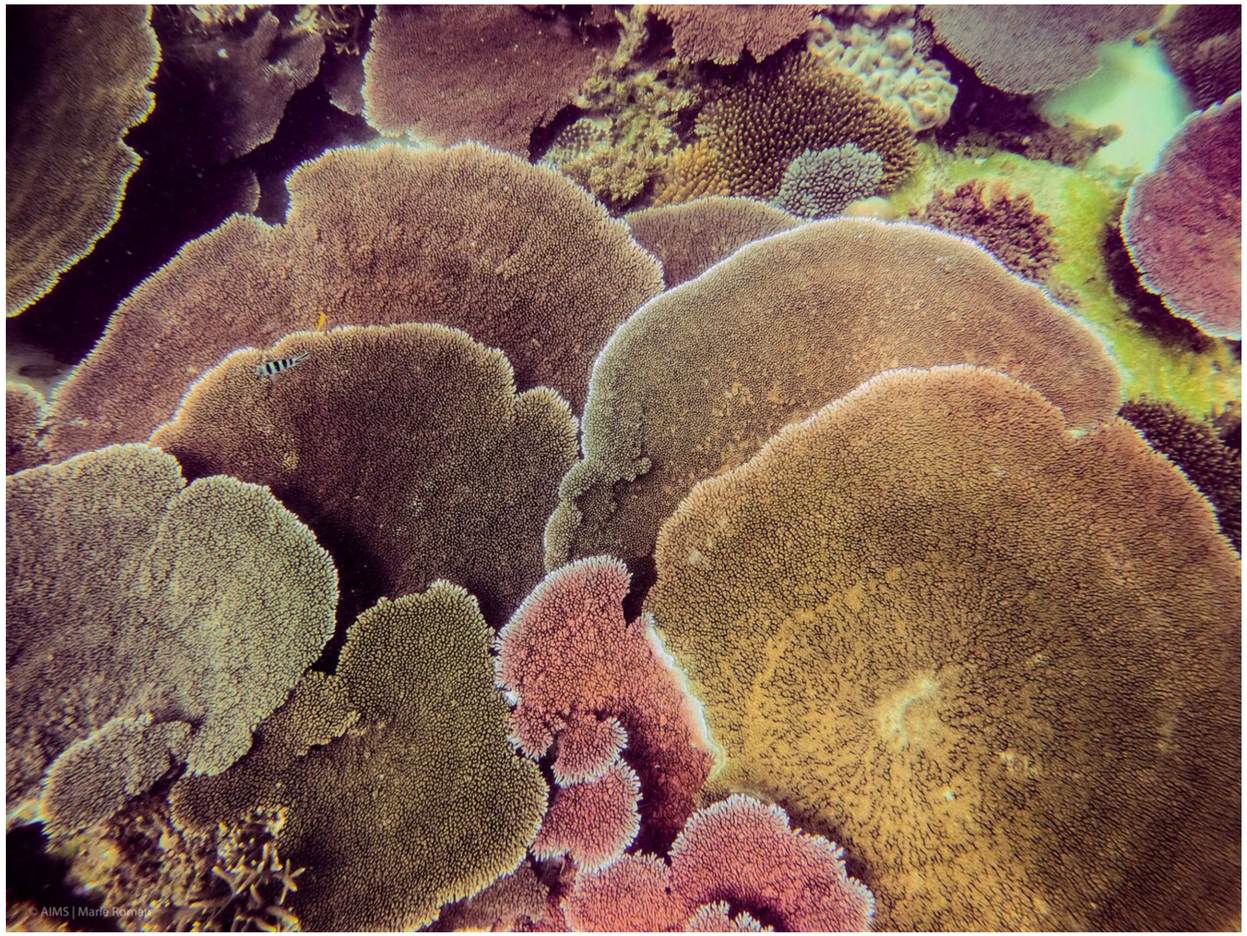
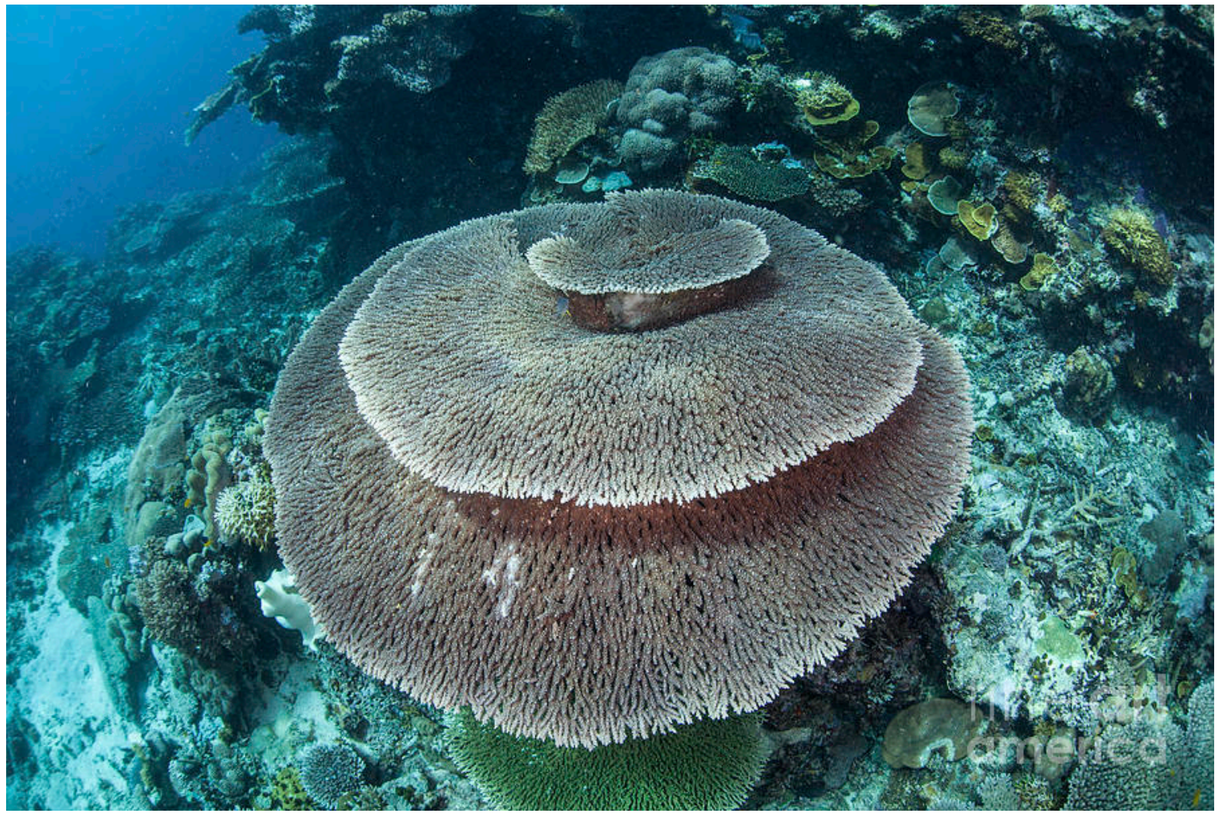


Table and other Variations of Coral









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Direction 02 (Plant Reef) - **"Slight Aerial View"**



depeña studio

Direction 02 (Plant Reef) - **"Street View"**



02

Proposal : Direction 02 (Revised) **:** “Plant Reef (Working Title)”

Seamless. Fluidity. Movement. Blending into the
Landscape. Earth. Context. Geography. Beauty. Nature.

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Direction 02 (No Planting) - **"Aerial View"**



Direction 02 (Plant Reef) - **"Slight Aerial View"**

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Direction 02 (No Planting) - **"Aerial View"**



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Direction 02 (No Planting) - **"Side View"**





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Direction 02 (No Planting) - **"Aerial View"**

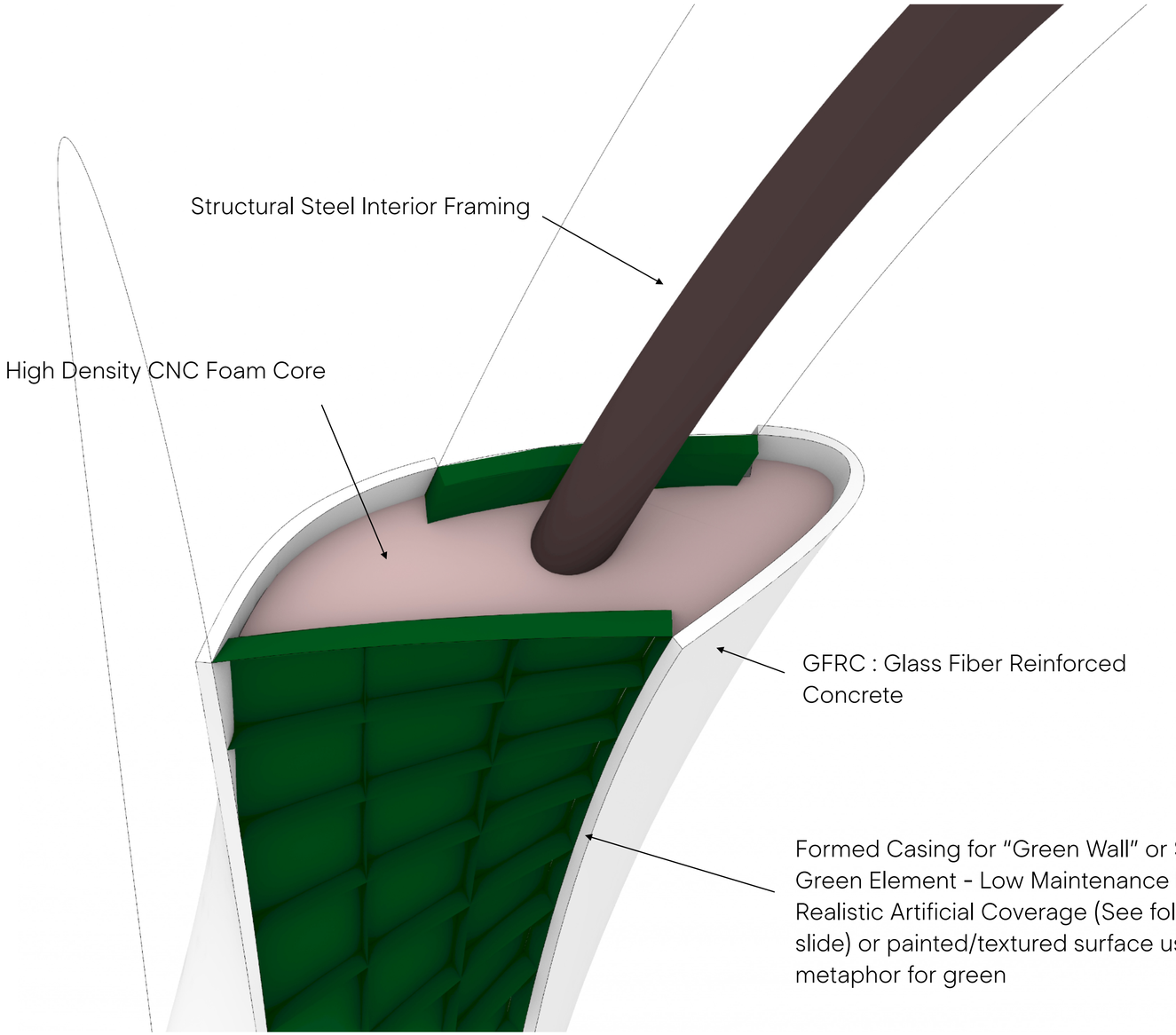
Material and Construction : “Both Proposals”

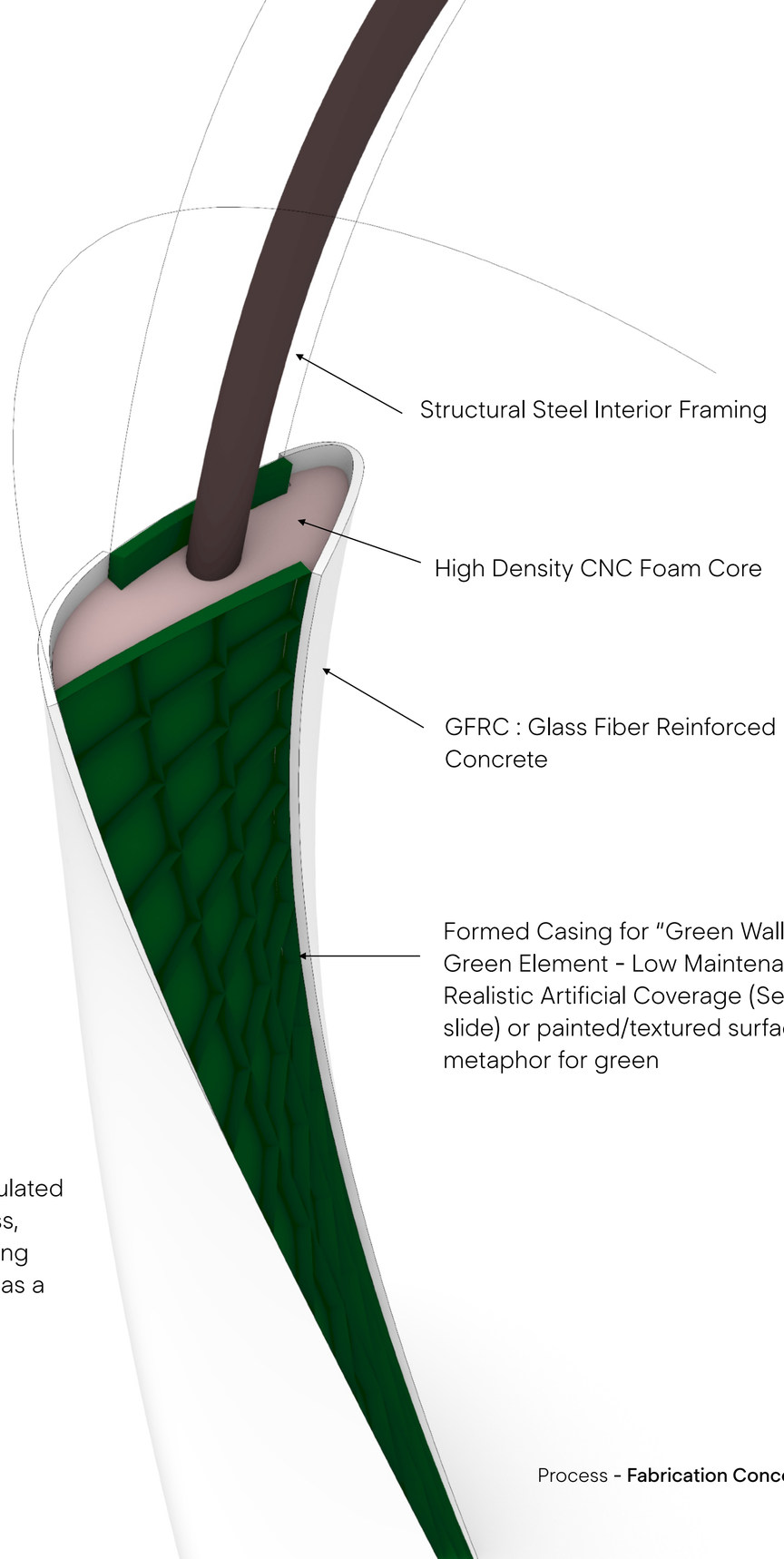
Low Maintenance. Durable. Structural. Engineered. Natural.
Blending with Landscape. Respectful to the Community.
Historically Relevant.

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Construction / Installation Option A

High Density CNC Formed Layering





Construction / Installation Option B

Cast Stone



CNC Routed Foam Used for Formwork



Cast Stone or GFRC

Material

Real and Artificial Moss/Green



Artificial Moss



Real Moss Panels



Artificial Moss Panels



Artificial Moss Panels



Real Moss on Vertical and Undercut Bark



Estimated Budget

"Groundswell" Working Title

The proposals presented today are designed to be scalable to fit within the given budget. If selected, we intend to work with Dublin Arts to select a location and tailor the budget and proposal to see the given requirements. Please find an example here.

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Proposed Budget

Wave Sculpture	
Permitting	$3,000.00
Structural Engineering	$3,500.00
Materials - Concrete, Formed Green wall casing, Structural Steel Reinforcing	$39,000.00
Concrete Footings	$12,000.00
Formwork Fabrication and CNC Milling Costs	$87,500.00
Shipping	$7,500.00
Labor / Subcontractors	$9,000.00
Equipment Rental and Installation	$18,000.00
Electrical Engineering	$1,500.00
Lighting	$5,000.00
Travel, Accommodations, Local Transport, and Per Diem	$9,500.00
Insurance and legal Services	$2,500.00
Photo and Video Documentation	$2,000.00
Art /Design and Admin/Project Management Fee (15%)	$37,500.00
Contingency (5%)	$12,500.00
Total Proposed	**$250,000.00**



Estimated Budget

"Groundswell" Metal Variations

The proposals presented today are designed to be scalable to fit within the given budget. If selected, we intend to work with Dublin Arts to select a location and tailor the budget and proposal to see the given requirements. Please find an example here.

depeña studio

Proposed Budget

Metal Wave Sculpture	
Permitting	$3,000.00
Structural Engineering	$3,500.00
Materials - ACM, Structural Steel frame	$64,000.00
Concrete Footings	$12,000.00
Fabrication and CNC Milling Costs	$62,500.00
Shipping	$7,500.00
Labor / Subcontractors	$9,000.00
Equipment Rental and Installation	$18,000.00
Electrical Engineering	$1,500.00
Lighting	$5,000.00
Travel, Accommodations, Local Transport, and Per Diem	$9,500.00
Insurance and legal Services	$2,500.00
Photo and Video Documentation	$2,000.00
Art /Design and Admin/Project Management Fee (15%)	$37,500.00
Contingency (5%)	$12,500.00
Total Proposed	**$250,000.00**



Estimated Budget

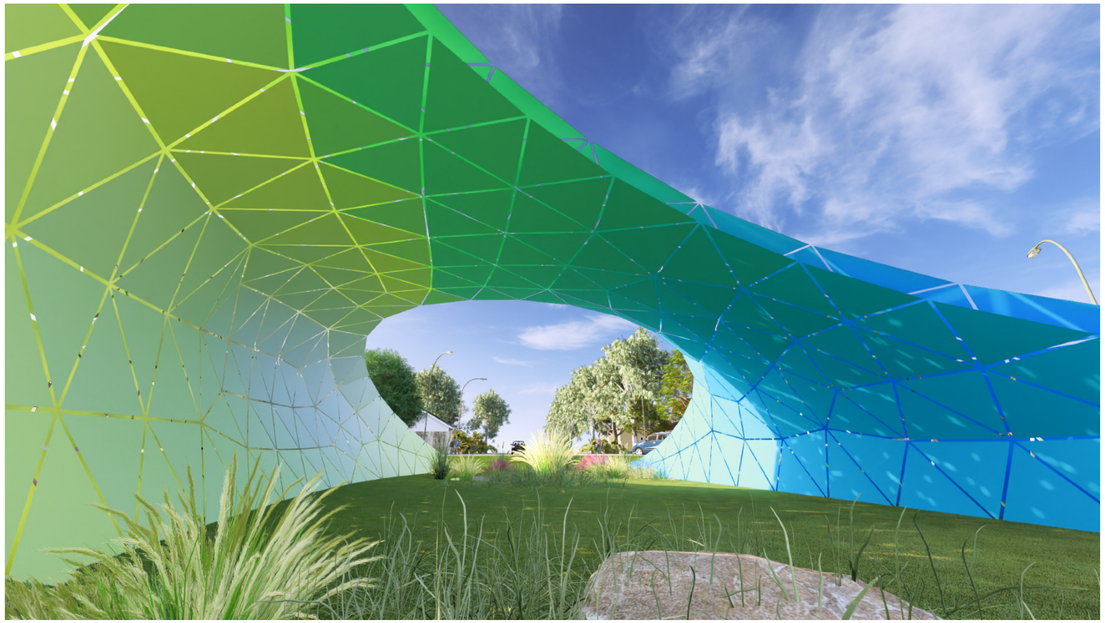
"Plant Reef" Working Title

The proposals presented today are designed to be scalable to fit within the given budget. If selected, we intend to work with Dublin Arts to select a location and tailor the budget and proposal to see the given requirements. Please find an example here.

depeña studio

Proposed Budget

Coral Sculpture	
Permitting	$3,000.00
Structural Engineering	$3,500.00
Materials - Concrete, Structural Steel reinforcing	$24,000.00
Concrete Footings	$12,000.00
Formwork Fabrication and CNC Milling Costs	$102,500.00
Shipping	$7,500.00
Labor / Subcontractors	$9,000.00
Equipment Rental and Installation	$18,000.00
Electrical Engineering	$1,500.00
Lighting	$5,000.00
Travel, Accommodations, Local Transport, and Per Diem	$9,500.00
Insurance and legal Services	$2,500.00
Photo and Video Documentation	$2,000.00
Art /Design and Admin/Project Management Fee (15%)	$37,500.00
Contingency (5%)	$12,500.00
Total Proposed	**$250,000.00**



Estimated Timeline

All Proposals

Based on the preliminary information provided, please see the estimated timeline here.

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Proposed Project Timeline

Timeline based on timely approvals by client, material order turnaround and coordination.

August 2024
Project kick-off
Client Approval of Final Artwork
Electrical Permitting Process initiated
Structural Engineering

Fall 2024
Purchasing of Materials and Fabrication Kick-off
Electrical Permitting Process Complete
Electrical contractor hired

Spring 2024
Completion of Fabrication
Installation of Structural Footings
Sculpture Transportation

May 2025
Installation
Completion and Client Acceptance

Site Preparation

Preliminary Outline of Potential Site Preparation and Installation



The following items are the assumed items necessary for site preparation. These items will be finalized during design development. Site Preparation and Installation

Define safety Perimeter: Evaluate the installation, consider factors such as visibility, lighting, surrounding landscape, and potential hazards.

Obtain Permissions: obtain any necessary permits or permissions required for installing the sculpture.

Prepare the Site: Clear the installation area of any debris, vegetation, or obstacles that could interfere with the installation process.

Preinstall structural foundation and conduit for lighting.

Positioning and Marking: Unload sculpture near intended location and premark site to ensure proper alignment and positioning. Use chalk or markers to outline the placement of the sculpture on the ground to guide the installation process.

Prepare Anchoring Points: Prep and epoxy anchor bolts in concrete footings according to the laser marked positions.

Lift and Secure the Sculpture: Locate crane to carefully lift the metal sculpture and position it over CNC prepared anchoring points.

Anchor the Sculpture: Secure the sculpture to the ground or foundation by inserting anchor bolts into the pre-drilled holes, ensuring level. Double-check that all bolts, fasteners, and connections are tightened and secure.

Clean Up: Remove any debris or materials from the installation site and clean the sculpture as needed to remove dirt, dust, or fingerprints

Maintaining a green elements involves a combination of regular care to keep it looking fresh and vibrant. Here's a maintenance plan you can follow:

Preventative Measures: To prevent mold or mildew growth, ensure the wall has adequate ventilation and airflow. Keep humidity levels in check, especially in areas prone to moisture buildup.

Inspect for Damage: Periodically inspect the wall for any signs of damage such as cracks, peeling paint, or water damage. Address any issues promptly to prevent further deterioration.

Pruning and Trimming: Regularly inspect the plants on the green wall for overgrowth, dead leaves, or any signs of pests or disease. Prune or trim as necessary to maintain the desired shape and promote healthy growth.

Weed Control: Keep an eye out for any weeds or unwanted plants that may try to take root in the soil of the green wall. Remove them promptly to prevent competition for nutrients and space.

Monitoring for Pests and Diseases: Periodically inspect the plants for any signs of pests such as aphids, mites, or fungal diseases. Treat affected areas promptly with organic or chemical solutions as appropriate to prevent further spread.

Conclusion

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CITY OF ST. AUGUSTINE

City Commission Special Meeting
West City Community Redevelopment Area Steering Committee Interviews
Monday, July 8, 2024

The City Commission met in formal session Monday, July 8, 2024, at 4:00 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Nancy Sikes-Kline, and the following were present:

1. Roll Call: Nancy Sikes-Kline, Mayor/City Commissioner
Roxanne Horvath, Vice Mayor/City Commissioner
Barbara Blonder, City Commissioner
Cynthia Garris, City Commissioner
Jim Springfield, City Commissioner

Also Present: David Birchim, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
Reuben Franklin, Assistant City Manager
Jamie D. Perkins, Neighborhood Services & Community Redevelopment Agency Manager
Jennifer Michaux, Police Chief
Elyse Wiemann, Recording Secretary

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2. General Public Comments

The Commissioners heard from the following members of the public:

(None)

3. WEST CITY COMMUNITY REDEVELOPMENT AREA STEERING COMMITTEE REQUIREMENTS West City Community Redevelopment Area Steering Committee Requirements. (J. Perkins, Neighborhood Services & Community Redevelopment Agency Manager)

Jamie D. Perkins, Neighborhood Services & Community Redevelopment Agency Manager, provided a brief overview of the qualifications and requirements for a Steering Committee that was requested after the adoption of the Finding of Necessity in June. She said the request was for a temporary five-member committee and the goal would be to aid in the development of strategic goals, programs, projects, and activities to incorporate into the Agency's West City Redevelopment Plan.

Commissioner Horvath asked if there was a reason for only five members instead of appointing all seven applicants.

Ms. Perkins said there was not; however, they were trying to maintain consistency with the other Community Redevelopment Area Steering Committees.

Commissioner Garris noted she heard from Brook Bohall who noted she was unable to attend.

Commissioner Blonder requested time after the interviews for questions.

4. APPLICANT INTERVIEWS AND Q&A (3 MINUTES PER APPLICANT)

4.A. Brook Bohall

Brook Bohall was not present.

4.B. Arthur Culbert, Ph.D.

Arthur Culbert, Ph.D., provided a brief introduction of himself and the reasons why he wanted to be on the West City Steering Committee.

4.C. BJ Kalaidi

BJ Kalaidi provided a brief introduction of herself and the reasons why she wanted to be on the West City Steering Committee.

4.D. Jeffrey Kempf

Jeffrey Kempf provided a brief introduction of himself and the reasons why he wanted to be on the West City Steering Committee.

4.E. Dianya Markovits

Dianya Markovits provided a brief introduction of herself and the reasons why she wanted to be on the West City Steering Committee

4.F. Jeanne Moeller

Jeanne Moeller was not present.

4.G. Wanda Sams

Wanda Sams provided a brief introduction of herself and the reasons why she wanted to be on the West City Steering Committee

Commissioner Blonder said she had a couple of questions for each candidate which were:

- What made you proud to be involved in or a resident of West City
- What was your highest priority to address in West City

Mayor Sikes-Kline asked if the Commission was in favor of asking the applicants.

Commissioner Springfield said his concern was not everyone was present and would not have the opportunity to speak. He recommended that all seven were appointed. He said there was no reason not to have seven as they were very dedicated individuals as stated, and all had different factors to contribute.

Commissioner Horvath said she agreed.

Commissioner Blonder said she agreed, but felt it was their responsibility to learn more from them and about West City. She said she felt this would help her be a better commissioner. She said it was not a deciding factor but a way to learn.

Mayor Sikes-Kline asked if there was an issue with changing the composition of the steering committee and accepting all seven applicants.

Commissioner Horvath was in support of all seven applicants being appointed.

Commissioner Blonder asked if Ms. Perkins would accept the change.

Ms. Perkins said there were no reservations from her for appointing all seven, as they all provided different perspectives, and she was in favor.

MOTION

Commissioner Springfield MOVED to appoint all seven applicants to the West City CRA Steering Committee. The motion was SECONDED by Commissioner Horvath and APPROVED BY UNANIMOUS VOICE VOTE.

Commissioner Blonder said in effort to get to know more about the committee

DRAFT

members, could they answer the questions she posed.

Commissioner Garris requested the members to express how they saw West City.

Mayor Sikes-Kline reiterated the questions:

- What do you value most about the neighborhood
- What was your vision for West Augustine and how it could improve

Ms. Sams stated her community was a family and everyone looked out for each other. She said she noticed many projects but thought the area was good, as were the people and she enjoyed living there.

Ms. Markovits said she was most proud of how diverse it was and the history of the neighborhood. She said she would like to see the history celebrated and make the area safe.

Mr. Kempf said he valued that West City was his home and that it was close to the downtown area without being a tourist neighborhood. He said his vision would be to focus on West King between Pellicer Lane and Palmer Street.

Ms. Kalaidi said she valued being a part of the entire City and she took pride in the area. She said being involved as much as possible was important and encourages those in the neighborhood to have pride and work together to improve the situation. She said her vision was to have sidewalks, septic tanks, and have a fix-it-up program.

Mr. Culbert thanked the Board for recommending all the applicants. He said the best thing about West Augustine was diversity and the area was welcoming. He said the highest priority was the racial healing that needed to continue to take place. He talked about the history of the area in relation to Civil Rights and the new history museum, he felt this was an incredible opportunity.

Mayor Sikes-Kline said until the Committee members had their orientation with Ms. Perkins, she cautioned them about the Sunshine Law.

5. Items by City Staff

Ms. Lopez asked the committee members to contact her office as there was mandatory training on the Sunshine law and public records. She said since they were now appointed, to avoid speaking to other committee members until at a noticed public meeting.

Commissioner Blonder thanked Mayor Sikes-Kline for the interview suggestion as she felt it was a great group of individuals who would assist in helping the CRA get started. She thanked the committee members for being willing to volunteer their time.

Commissioner Springfield thanked Commissioner Garris as this was one of her main priorities and felt she had worked hard to get this started.

Commissioner Garris said this was a blessing and with Ms. Perkins leading the way, it would be very beneficial to West Augustine. She thanked the other Commissioners for their support.

6. Adjournment

There being no further business, the meeting was adjourned at 4:35 P.M.[1]

_____

Nancy Sikes-Kline, MAYOR

_____

Darlene Galambos, CITY CLERK

_____

[1] Transcribed by Elyse Wiemann

DRAFT

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: August 7, 2024

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 4461 SARTILLO ROAD**

Enclosed is a Satisfaction and Release of Mortgage for 4461 Sartillo Road, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine and Richard Steinmeyer. The mortgage was recorded in the Public Records of St. Johns County on January 23, 2023. 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 August 26, 2024 City Commission meeting.

Please contact me if you have any questions or comments. Thank you.

April R. Owen
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 **RICHARD STEINMEYER**, whose address is 4461 Sartillo Road, St. Augustine, Florida 32084, his 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 January 20, 2023, recorded at Official Records Book 5697, Page 1913, 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 5697, Page 1913, 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 _____, 2024.

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 _____, 2024.

_____

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION: LOTS 2, 3 AND 4, BLOCK 8, NAVARA PARK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 3, PAGE 143 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 073528-0020

LOCATION ADDRESS: 4461 SARTILLO ROAD, ST. AUGUSTINE, FLORIDA 32084

Public Records of St. Johns County, FL
Clerk number: 2023005471
BK: 5697 PG: 1913
1/23/2023 2:29 PM
Recording $61.00
Doc M: $15.75
Int. Tax $8.81

UNIT CONNECTION FEE
MORTGAGE

THIS MORTGAGE, by and between, Richard Steinmeyer **whose** address is 4461 Sartillo Rd St. Augustine, FL. 32084 (hereinafter called "Mortgagor") and **CITY OF ST. AUGUSTINE, FLORIDA,** a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Dept., St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

WITNESSETH that for good and valuable consideration, and also in consideration of the Mortgagee's deferment of certain water and/or sewer unit connection fees owed by the Mortgagor to the Mortgagee as evidenced by the Unit Connection Fee Promissory Note hereinafter described, the said Mortgagor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee all that certain piece, parcel or tract of land of which the said Mortgagor is now seized and possessed and in actual possession, situate in the county of St. Johns and state of Florida, described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

Together with all structures and improvements now and hereafter on said land, and the fixtures attached thereto.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and also all the estate, right, title, interest, homestead, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of the said Mortgagor in and to the same, and every part thereof, unto the said Mortgagee, in fee simple.

And the Mortgagor hereby covenants with the Mortgagee that it is indefeasibly seized of said land in fee simple; that it has full power and lawful right to convey the same in fee simple as aforesaid; and that said Mortgagor will make such further assurances to prove the fee simple title to said land to said Mortgagee as may be reasonably required.

Provided always, and these presents are executed and delivered upon the following conditions, to-wit:

The Mortgagor agrees to timely pay the Mortgagee, or order, the payments described in the copy of the Unit Connection Fee Promissory Note attached hereto as Exhibit "B" in the manner and at the times described therein.

And shall duly, promptly and fully perform, discharge, execute, effect, complete and comply with and abide by each and every of the stipulations, agreements, conditions, and covenants of said Promissory Note and of this mortgage, then this mortgage and the estate hereby created shall cease and be null and void.

And the Mortgagor further covenants as follows:

1. That it will pay all and singular the costs, charges and expenses, including reasonable attorney's fees, and costs of abstracts of title, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of said Promissory Note and this mortgage, and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this mortgage.

2. That (a) in the event of any breach of this mortgage or any mortgage superior or junior hereto or default on the part of the Mortgagor under this or any other mortgage encumbering the property mortgaged hereby, or (b) in the event that any of said sums of money herein referred to be not promptly and fully paid without demand or notice, or (c) in the event that each and every of the stipulations, agreements, conditions and covenants of said note and this mortgage are not promptly and fully performed, then in either or any such event, the said aggregate sum mentioned in said note then remaining unpaid, with interest accrued to that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of said Mortgagee, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such day, anything in said note or in this mortgage to the contrary notwithstanding; and thereupon or thereafter, at the option of said Mortgagee, without notice or demand, suit at law or in equity May be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee May foreclose this mortgage, as to the amount so declared due and payable, and the said premises shall be sold to satisfy and pay the same, together with costs, expenses and allowances.

3. That the Mortgagee will make monthly payments in the amount of $51.82 for 120 Months, with the first payment due April 15, 2023.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this _____.

Signed, sealed and delivered in the presence of:

_____
Witness
Printed Name: Aline Laurici

_____
Witness
Printed Name: Sarah Baker

BY: _____
(Name) Richard Steinmeyer
(Address) 4461 Sartillo Rd
St. Augustine, FL. 32084
(Telephone) (904)810-8852

*** * * 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, **Richard Steinmeyer,** by means of [✓] physical presence or [ ] online notarization, who is personally known to me or who has produced FL Drivers License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this January 20 2023.

Notary Public, State of Florida

Notary Public State of Florida
Laura L. Morse
My Commission GG 934427
Expires 11/24/2023

Exhibit "A"

LEGAL DESCRIPTION

Parcel ID Number: 073528-0020

LOTS 2, 3 AND 4, BLOCK 8, NAVARA PARK, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN MAP BOOK 3, PAGE 143 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

UNIT CONNECTION FEE
PROMISSORY NOTE

APPLICANT(S) NAME: Richard Steinmeyer
ADDRESS: 4461 Sartillo Road
St. Augustine, FL. 32084

$4,404.00 St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at 4461 Sartillo Road St. Augustine, FL. 32084, the undersigned, jointly and severally, promises to pay to the order of **CITY OF ST. AUGUSTINE, P.O. Box 210, St. Augustine, Florida, 32085**, or elsewhere as the holder hereof may from time to time require, the principal sum of **4,404.00 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **7.30 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **51.82 Dollars**, commencing on **April 15, 2023,** and continuing on the same date each and every month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

The maker(s) hereof waives presentment for payment and demand. Time is of the essence hereof. It is expressly agreed that if this Note or any part or installment thereof be not paid within ten (10) days after the same becomes due and payable, anything herein to the contrary notwithstanding, the maker(s) hereof understands that all unpaid sums shall immediately be due and payable at once, without notice or demand, together with all costs of collection, including reasonable attorney's fees, whether suit be filed or not.

The maker(s) hereof may prepay any part of the principal sum hereof in any amount at any time, but any such prepayment shall not relieve the maker(s) hereof from making payment of the installment then due nor any subsequent installment provided hereby, unless at the time of such prepayment the maker(s) hereof pays all sums hereon.

Any waiver of the right to exercise any option by the holder hereof shall not constitute a waiver of the right to exercise said option at any future time.

All notices, demand, presentment, dishonor and requirements under any law of Florida are hereby expressly waived.

Note: Fl. Stat. 159.17 – Lien of services charges – any municipality issuing revenue bonds hereunder shall have a lien on all lands or premises served by any water system, sewer system or gas system for all service charges for such facilities until paid, which liens shall be prior to all other liens on such lands or premises except the lien of state, county and municipal taxes and shall be on a parity with the lien of such state, county and municipal taxes. Such liens, when delinquent for more than 30 days, may be foreclosed by such municipality in the manner provided by the laws of Florida for the foreclosure of mortgages on real property.

Exhibit "B"

This Note is secured by and subject to the terms of a mortgage (or a letter of credit) of even date herewith.

Signed, sealed and delivered **dated as of** January 20, 2023, in the presence of:

Witness
Printed Name: Aline Lauria

Witness
Printed Name: Sarah Bahler

BY:

(Name) Richard Steinmeyer
(Address) 4461 Sartillo Road
St. Augustine, FL. 32084
(Telephone) (904)810-8852

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, **Richard Steinmeyer ,** by means of [✓] physical presence or [ ] online notarization, who is personally known to me or who has produced FL Drivers License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this January 20, 2023.

Notary Public State of Florida
Laura L. Morse
My Commission GG 934427
Expires 11/24/2023

Notary Public, State of Florida

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: August 12, 2024

RE: **ORDERS RELEASING CODE ENFORCEMENT LIENS: 56 CARRERA STREET**

Please find enclosed two (2) Orders Releasing Liens for 56 Carrera Street, currently owned by Bcs Acquisition Group, LLC. These releases reflect the previously outstanding Code Enforcement liens levied against this property. The total outstanding balance of $6,600 has been paid in full.

Please place these Orders Releasing Liens on the consent agenda for consideration and execution at the August 26, 2024, City Commission meeting.

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

April R. Owen
Assistant City Attorney

/sl
Attachment

xc: Meredith Breidenstein, Assistant City Manager
Reuben Frankline, Assistant City Manager
Isabelle C. Lopez, City Attorney
Darlene Galambos, City Clerk *(with original)*

Agenda Title:

Orders releasing two Code Enforcement liens levied against 56 Carrera Street as paid in full.

BEFORE THE
SPECIAL MAGISTRATE
OF THE CITY OF ST. AUGUSTINE, FLORIDA

ORDER RELEASING LIEN
CEAAB CASE NO. 2023-0305

IN THE MATTER OF: **TWIN PEAKS PROPERTY MGMT. LLC**
56 CARRERA STREET
ST. AUGUSTINE, FLORIDA 32084

VIOLATION OF SECTION(S): Code of Law and Ordinances of St. Augustine, Florida:
CITY CODE, CHAPTER 8, SECTION 8-608 PERMIT REQUIRED

LIEN FILED AGAINST: **TWIN PEAKS PROPERTY MGMT. LLC**

VIOLATION SITE: **56 CARRERA STREET, ST. AUGUSTINE, FLORIDA 32084**

LEGAL DESCRIPTION: **2-39 MODEL LAND CO SUB CITY LOT 7 BLK E OR5594/163**

PARCEL NUMBER: **204070-0000**

ORDER

THIS MATTER having come to be heard before the Code Enforcement, Adjustments and Appeals Board of the City of St. Augustine, and this Board having entered the following Order:

- **ORDER IMPOSING LIEN**
  - Dated March 12, 2024
  - Recorded in O.R. Book 5920, Page 940 on March 25, 2024

And the Board, being fully advised in the premises, hereby finds:

- **THE ABOVE REFERENCED LIEN HAS BEEN PAID IN FULL.**

THEREFORE, it is hereby ordered that the lien against the property, as established in the Order referenced herein, is hereby released.

IN WITNESS WHEREOF, this Order Releasing Lien has been duly signed and executed by the Lienor, this _____ day of _____, 2024.

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

By: _____
Nancy Sikes-Kline, Mayor-Commissioner

ATTEST:

_____
Darlene Galambos, City Clerk
(S E A L)

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

WITNESS my hand and official seal, this _____ day of _____, 2024.

_____
Notary Public, State of Florida
(S E A L)

BEFORE THE
CODE ENFORCEMENT,
ADJUSTMENTS & APPEALS BOARD
CITY OF ST. AUGUSTINE, FLORIDA

Public Records of St. Johns County, FL
Clerk number: 2024022068
BK: 5920 PG: 940
3/25/2024 4:44 PM
Recording $18.50

ORDER IMPOSING LIEN
CEAAB CASE NO. 2023-0305

IN THE MATTER OF:

Twin Peaks Property Mgmt. LLC
56 Carrera Street
St. Augustine, FL 32084
(Hereinafter referred to as Respondent)

RE: VIOLATION OF SECTION(S): Code of Law and Ordinances of St. Augustine, Florida:

City Code, Chapter 8, Section 8-608 Permit required.

ORDER

THIS MATTER originally came before the Board for public hearing on **August 8, 2023,** after due notice to the Respondent(s), at which time the Board heard testimony under oath and received evidence. The Board issued findings of fact, conclusions of laws, and an oral order reduced to writing and furnished to the Respondent(s) to take corrective action by a time certain, as more specifically set forth in that order. On **August 8, 2023,** the Board issued an **"Order Finding Violation"** which allowed the Respondent **seven (7)** days to correct the violation by obtaining a building permit. On **October 10, 2023,** the CEAAB issued an **"Order Imposing Fine"** which set the amount at $100.00 per day for the 41 days out of compliance for a total fine of $4,100.00. **As of February 2024, the fines had not been paid.**

Based on the evidence and testimony presented at the **March 12, 2024,** hearing, the Board finds that the required corrective action **has not** been taken as ordered which constitutes non-compliance with the City Code, Chapter 28, Section 28-90.

The Board's previous order set forth a compliance of November 2023. The Board acknowledged that as of February 2024, the fine had not been paid and the property was not in compliance. On **March 12, 2024**, the Board ordered that the fine would be imposed in the form of a lien.

IT IS HEREBY ORDERED that the above described fine in the amount of $4,100 .00 is hereby pending against the Respondent(s) for the violation that existed upon the following described property, situated in St. Augustine, Florida, to wit:

Violation Site:	56 Carrera Street, St. Augustine, FL 32084
Legal Description:	2-39 MODEL LAND CO SUB CITY LOT 7 BLK E OR5594/163
Parcel Number:	204070 0000

THIS ORDER SHALL BE RECORDED IN THE OFFICIAL RECORD BOOKS OF ST. JOHNS COUNTY FORTHWITH AND SHALL CONSTITUTE A LIEN AGAINST THE ABOVE DESCRIBED PROPERTY, AND UPON ANY OTHER REAL OR PERSONAL PROPERTY OWNED BY THE VIOLATOR, PURSUANT TO SECTIONS 162.08 AND 162.09, FLORIDA STATUES. FURTHER INFORMATION ON THIS MATTER MAY BE OBTAINED BY CONTACTING THE BUILDING AND CODE ENFORCEMENT DIVISION, P.O. BOX 210, ST. AUGUSTINE, FL 32085-0210, (904) 825-1066.

DONE AND ORDERED THIS **12TH DAY OF MARCH, 2024**. In open session at the Alcazar Room, 75 King Street, St. Augustine, Florida.

Jan Kelly, Chairman
Code Enforcement, Adjustments & Appeals Board

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, Jan Kelly, who is personally known to me who is the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed.

Witness my hand and official seal, this 21 day of March, A.D., 2024.

Notary Public, State of Florida

You have 30 days in which to appeal this order to the Circuit Court of St. Johns County. The Code Enforcement, Adjustments and Appeals Board, upon notification by the Code Enforcement Inspector that a previous order of the Board has not been complied with by the set time, may order the violator to pay a maximum fine of $500 for each day the violation continues past the date set for compliance. A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists, or upon any other real or personal property owned by the violator; and it may be enforced in the same manner as a court judgment by the Sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for the enforcement purposes. After three (3) months from filing of any such liens which remain unpaid, the Code Enforcement, Adjustments and Appeals Board may authorize the local governing body attorney to foreclose on the lien.

EMILY HOWINGTON
Notary Public-State of Florida
Commission # HH 306930
My Commission Expires
August 28, 2026

BEFORE THE
SPECIAL MAGISTRATE
OF THE CITY OF ST. AUGUSTINE, FLORIDA

ORDER RELEASING LIEN
CEAAB CASE NO. 2023-0307

IN THE MATTER OF: **BCS ACQUISITION GROUP, LLC**
56 CARRERA STREET
ST. AUGUSTINE, FLORIDA 32084

VIOLATION OF SECTION(S): Code of Law and Ordinances of St. Augustine, Florida:
CITY CODE, CHAPTER 28, SECTION 28-90 ADMIN & RECORDS

LIEN FILED AGAINST: **BCS ACQUISITION GROUP, LLC**

VIOLATION SITE: **56 CARRERA STREET, ST. AUGUSTINE, FLORIDA 32084**

LEGAL DESCRIPTION: **2-39 MODEL LAND CO SUB CITY LOT 7 BLK E OR5594/163**

PARCEL NUMBER: **204070-0000**

ORDER

THIS MATTER having come to be heard before the Code Enforcement, Adjustments and Appeals Board of the City of St. Augustine, and this Board having entered the following Order:

- **ORDER IMPOSING LIEN**
  - Dated September 12, 2023
  - Recorded in O.R. Book 5829, Page 515 on September 21, 2023

And the Board, being fully advised in the premises, hereby finds:

- **THE ABOVE REFERENCED LIEN HAS BEEN PAID IN FULL.**

THEREFORE, it is hereby ordered that the lien against the property, as established in the Order referenced herein, is hereby released.

IN WITNESS WHEREOF, this Order Releasing Lien has been duly signed and executed by the Lienor, this _____ day of _____, 2024.

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

By: _____
Nancy Sikes-Kline, Mayor-Commissioner

ATTEST:

_____
Darlene Galambos, City Clerk
(S E A L)

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

WITNESS my hand and official seal, this _____ day of _____, 2024.

_____
Notary Public, State of Florida
(S E A L)

BEFORE THE
CODE ENFORCEMENT,
ADJUSTMENTS & APPEALS BOARD
CITY OF ST. AUGUSTINE, FLORIDA

Public Records of St. Johns County, FL
Clerk number: 2023074871
BK: 5829 PG: 515
9/21/2023 3:22 PM
Recording $18.50

ORDER IMPOSING LIEN
CEAAB CASE NO. 2023-0307

IN THE MATTER OF:

Bcs Acquisition Group, LLC
56 Carrera Street
St. Augustine, FL 32084
(Hereinafter referred to as Respondent)

RE: VIOLATION OF SECTION(S): Code of Law and Ordinances of St. Augustine, Florida:

City Code, Chapter 28, Section 28-90 Administration and records.

ORDER

THIS MATTER originally came before the Board for public hearing on **August 8 2023,** after due notice to the Respondent(s), at which time the Board heard testimony under oath and received evidence. The Board issued findings of fact, conclusions of laws, and an oral order reduced to writing and furnished to the Respondent(s) to take corrective action by a time certain, as more specifically set forth in that order. On **August 8, 2023** the Board issued an **"Order Finding Violation and Imposing a Fine"** which allowed the Respondent **thirty (30)** days to pay the fine in the amount of **$2,500 for the irreversible and irreparable damage to the structure.**

Based on the evidence and testimony presented at the **September 12, 2023** hearing, the Board finds that the required corrective action **has not** been taken as ordered which constitutes non-compliance with the City Code, Chapter 28, Section 28-90.

The Board's previous order set forth a compliance date of **September 8, 2023,** and a fine of $2,500. The Board acknowledged that as of September 8, 2023 the fine had not been paid. On **September 12, 2023**, the Board ordered the fine would be imposed in the form of a lien.

IT IS HEREBY ORDERED that the above described fine in the amount of $2,500 is hereby pending against the Respondent(s) for the violation that existed upon the following described property, situated in St. Augustine, Florida, to wit:

Violation Site:	56 Carrera Street, St. Augustine, FL 32084
Legal Description:	2-39 MODEL LAND CO SUB CITY LOT 7 BLK E OR5594/163
Parcel Number:	204070 0000

THIS ORDER SHALL BE RECORDED IN THE OFFICIAL RECORD BOOKS OF ST. JOHNS COUNTY FORTHWITH AND SHALL CONSTITUTE A LIEN AGAINST THE ABOVE DESCRIBED PROPERTY, AND UPON ANY OTHER REAL OR PERSONAL PROPERTY OWNED BY THE VIOLATOR, PURSUANT TO SECTIONS 162.08 AND 162.09, FLORIDA STATUES. FURTHER INFORMATION ON THIS MATTER MAY BE OBTAINED BY CONTACTING THE BUILDING AND CODE ENFORCEMENT DIVISION, P.O. BOX 210, ST. AUGUSTINE, FL 32085-0210, (904) 825-1066.

DONE AND ORDERED THIS **12TH DAY OF SEPTEMBER, 2023**. In open session at the Alcazar Room, 75 King Street, St. Augustine, Florida.

Jan Kelly, Chairman
Code Enforcement, Adjustments & Appeals Board

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, Jan Kelly, who is personally known to me who is the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same for the purposes therein expressed.

Witness my hand and official seal, this 21 day of August, A.D., 2023.

EMILY HOWINGTON
Notary Public-State of Florida
Commission # HH 305930
My Commission Expires
August 28, 2026

Notary Public, State of Florida

You have 30 days in which to appeal this order to the Circuit Court of St. Johns County. The Code Enforcement, Adjustments and Appeals Board, upon notification by the Code Enforcement Inspector that a previous order of the Board has not been complied with by the set time, may order the violator to pay a maximum fine of $500 for each day the violation continues past the date set for compliance. A certified copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists, or upon any other real or personal property owned by the violator; and it may be enforced in the same manner as a court judgment by the Sheriffs of this state, including levy against the personal property, but shall not be deemed to be a court judgment except for the enforcement purposes. After three (3) months from filing of any such liens which remain unpaid, the Code Enforcement, Adjustments and Appeals Board may authorize the local governing body attorney to foreclose on the lien.

City of St. Augustine

La Lealisíma y Valerosa Ciudad de San Agustín de la Florida

Est. 1565

CERTIFICATE OF RECOGNITION

WHEREAS, *the City of St. Augustine, Florida recognizes the importance of the relations between our City and the City of Avilés, Spain; and*

WHEREAS, *the City of St. Augustine and the City of Avilés, enjoy a long and rich history and common heritage that dates to the founding of St. Augustine in 1565 by Pedro Menendez de Avilés; and*

WHEREAS, *the City Council of Avilés invited delegates from Florida, most from St. Augustine to attend the burial ceremony of Pedro Menendez de Avilés in August 1924 and to accept his outer coffin as a gift from Avilés to St. Augustine, it was the first official American delegation to visit Spain since the signing of the Treaty of Paris, after the Spanish-American War of 1898**;** and*

WHEREAS, *in October 1924, Menendez's outer coffin was shipped and today is on exhibit at Mission Nombre de Dios in St. Augustine, a tangible link of the Spanish founder of our city and the first event of decades to come of exchanges of gifts and mementos between both cities**;** and*

WHEREAS, *Resolution 2108 was adopted by the City Commission of the City of St. Augustine on July 10, 1967, supporting a Sister City relationship between the City of St. Augustine and the City of Avilés for the purpose of creating goodwill and understanding between people of our two great nations; and*

WHEREAS, *on February 26, 2000, a Sister City agreement formalized and reaffirmed the bond between the two cities which continues to flourish through official visits, cultural exchanges including student artwork, works of fine art representing each community, traditional choirs, musicians, dancers, and a successful high school student exchange program; and*

WHEREAS, *the City of St. Augustine Mayor and Commissioners warmly welcomes the Honorable Mariví Monteserín, Mayor of Avilés and her delegation, for the 100th anniversary celebration of the collaboration of international relationships between our two cities.*

NOW, THEREFORE, THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, *hereby recognizes the Honorable Mariví Monteserín, Mayor of Avilés and her delegation, for their contributions to the cultural understanding and enrichment of our City and re-affirms the historic and continuing sisterhood between Avilés Spain and St. Augustine, Florida.*

IN WITNESS WHEREOF *I hereunto set my hand and do cause the Seal of the City of St. Augustine, Florida, to be affixed this 9th day of September in the year of our Lord two thousand and twenty-four, in the four hundred and fifty-ninth year of the founding of St. Augustine, the Nation's Oldest City.*

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Nancy Sikes-Kline, Mayor

2024-13CR

City of St. Augustine

La Lealisíma y Valerosa Ciudad de San Agustín de la Florida

Est. 1565

PROCLAMATION

WHEREAS, *behavioral health is an essential part of health and one's overall wellness; and*

WHEREAS *mental and/or substance use disorders affect all communities nationwide, but with commitment and support, people with these disorders can achieve healthy lifestyles and lead rewarding lives in recovery; and*

WHEREAS, *preventing and overcoming mental and substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and*

WHEREAS*, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and*

WHEREAS*, the impact of substance use and/or mental health conditions is apparent in our local community, and treatment and recovery programs help more people achieve and sustain long-term recovery; and*

WHEREAS, *to help more people achieve and sustain long-term recovery, the U.S. Department of Health, and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and Discover and Recover Community Organizations invite all residents of St Augustine to participate in National Recovery Month.*

NOW, THEREFORE*, the St. Augustine City Commission of the City of St. Augustine hereby proclaims the month of September 2024 as* ***NATIONAL RECOVERY MONTH*** *and encourages all citizens to observe this month with appropriate programs, activities, and ceremonies.*

IN WITNESS WHEREOF*, I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 9th day of September in the year of our Lord two thousand twenty-three and the four hundred and fifty-ninth year of the founding of St. Augustine, the Nation's Oldest City.*

2024-28

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Nancy Sikes-Kline, Mayor

"Most Loyal and Valorous"
Title conferred upon the Presidio of St. Augustine by King Philip V of Spain, November 26, 1715

City of St. Augustine

La Lealisíma y Valerosa Ciudad de San Agustín de la Florida

Est. 1565

PROCLAMATION

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WHEREAS*, the impact of substance use and/or mental health conditions is apparent in our local community, and treatment and recovery programs help more people achieve and sustain long-term recovery; and*

WHEREAS, *to help more people achieve and sustain long-term recovery, the U.S. Department of Health, and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and The Oxford House network in Florida. invite all residents of St Augustine to participate in National Recovery Month.*

NOW, THEREFORE*, the St. Augustine City Commission of the City of St. Augustine hereby proclaims the month of September 2024 as* ***NATIONAL RECOVERY MONTH*** *and encourages all citizens to observe this month with appropriate programs, activities, and ceremonies.*

IN WITNESS WHEREOF*, I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 9th day of September in the year of our Lord two thousand twenty-three and the four hundred and fifty-ninth year of the founding of St. Augustine, the Nation's Oldest City.*

2024-28

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Nancy Sikes-Kline, Mayor

"Most Loyal and Valorous"
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CITY OF ST. AUGUSTINE

MEMORANDUM

TO: City Commission

DATE: August 26, 2024

RE: Permission to use City Flag

In celebration of the 100th Anniversary of the sister city relationship with Avilés, Spain, and the City's support of Avilés Street merchants, museums, and restaurants participating in the weekend activities of September 5-8, 2024, I respectfully request permission on their behalf for the use of the City flag.

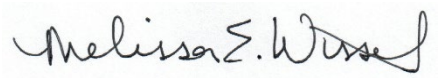
Avilés Street merchants, museums, and restaurants will be decorating their buildings, storefronts, and rights of way as part of the Avilés Street Festival, being presented in collaboration with the Cultural Council, on Sunday, September 8, from 12:00pm to 9:00pm. They propose to fly City of St. Augustine and City of Avilés flags, starting on Thursday, September 5. They will remove the flags upon the conclusion of the street festival on Sunday night, September 8.

As a point of context, the public is invited to enjoy music, dance, food and art at this free event celebrating Hispanic culture. The festival also features a plein air painting event co-hosted by the St. Augustine Association and will include an opportunity to meet the visiting artist from Avilés, as well as the artist who traveled to Spain recently with the 100th Anniversary delegation.

Please place this on the Consent Agenda for Monday, August 26, for review and approval by the City Commission.

Thank you in advance for your consideration.

Sincerely,



Melissa Wissel, Communications Director