



**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, SEPTEMBER 9, 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

- 3.A. 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)*
- 3.B. Proclamation 2024-28:** Proclaims the month of September 2024 as National Recovery Month in the City of St. Augustine-Discover and Recover Community Organization. *(N. Sikes-Kline, Mayor)*
- 3.C. Proclamation 2024-28:** Proclaims the month of September 2024 as National Recovery Month in the City of St. Augustine-Oxford House. *(N. Sikes-Kline, Mayor)*
- 3.D. Proclamation 2024-29:** Proclaims the week of September 17th through September 23rd as Constitution Week in the City of St. Augustine. *(N. Sikes-Kline, Mayor)*

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

- ◆ 3 minutes per individual

5. CONSENT AGENDA

6. APPEALS

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

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

7.A. General Public Presentations

7.B. Items of Great Public Importance

7.C. Other Items Requiring Public Hearing

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

8.A. Ordinances - Second Reading

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

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

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

9.A. Ordinances - First Reading

9.A.1. Ordinance 2024-30: Amends the existing definition of Historic Structure and clarifies Section 28-89 regarding proposed or partial demolition of existing historic structures. (*A. Skinner, Director Planning and Building*)

9.B. Resolutions

9.B.1. Resolution 2024-34: Approves the purchase of approximately 2.47 acres of land on Evergreen Ave and Smith St. (*R. Franklin, Assistant City Manager*)

9.B.2. Resolution 2024-35: Approves the purchase of approximately 0.97 acres of land located at the southwest corner of Christopher Street and Sidney Street. (*R. Franklin, Assistant City Manager*)

10. STAFF REPORTS AND PRESENTATIONS

10.A. Audit Review Committee's Recommendation for Annual Independent Financial Auditing Services. (*D. Falkner, Procurement Specialist III*)

10.B. King Street Final Concept Plan Presentation and Discussion. (*R. Franklin, Assistant City Manager*)

10.C. Updated plans for Zora Neale Hurston Park. (*S. Slaughter, Director Utilities and Public Works*)

11. ITEMS BY CITY ATTORNEY

11.A. Update on Opioid Litigation. (*I. Lopez, City Attorney*)

12. ITEMS BY CITY CLERK

- 12.A.** Request for three (3) appointments-Planning and Zoning Board (PZB). (*D. Galambos, City Clerk*)
- 12.B.** Request for two (2) appointments-St. Augustine Police Officers' Retirement Board. (*D. Galambos, City Clerk*)

13. ITEMS BY CITY MANAGER

14. ITEMS BY MAYOR AND COMMISSIONERS

15. ADJOURN

NOTICES: In accordance with Florida Statute 286.0105: "if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." ***In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven days prior to the proceeding at the address given on the notice. Telephone 904-825-1007; 1-800-955-8771 (TDB) or 1-800-955-8770 (V) via Florida Relay Services. The 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: SEPTEMBER 23, 2024.

- Ordinance 2024-30: Amends the existing definition of Historic Structure and clarifies Section 28-89 regarding proposed or partial demolition of existing historic structures.

CA.3. Reminder of Upcoming Meetings:

- 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
- October 14, 2024, 5:00PM, Regular City Commission Meeting

CA.4. APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS: NONE.

CA.5. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S): NONE.

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

CA.7. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED:

Proclamation 2024-30: Proclaims September 29, 2024 as VFW Day in the City of St. Augustine. *(N. Sikes-Kline, Mayor)*

Certificate of Recognition for the 150th Anniversary of the St. Augustine Lighthouse. *(N. Sikes-Kline, Mayor)*

CA.8. Ratification of the Collective Bargaining Agreement between the City of St. Augustine and the Professional Firefighters of St. Augustine. *(D. Hayes, Human Resources Director)*

End Consent Agenda



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

~ 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 Marivi 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 Marivi 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.

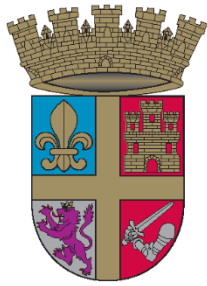
IN WITNESS WHEREOF I hereunto set my hand and do cause the Seal of the City of St. Augustine, Florida, to be affixed this 9th day of September in the year of our Lord two thousand and twenty-four, in the four hundred and fifty-ninth year of the founding of St. Augustine, the Nation's Oldest City.

2024-13CR

Nancy Sikes-Kline, Mayor

"Most Loyal and Valorous"

Title conferred on the Presidio of St. Augustine by King Philip V of Spain, November 26, 1715



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

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.*

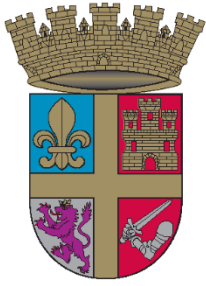
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2024-28

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City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

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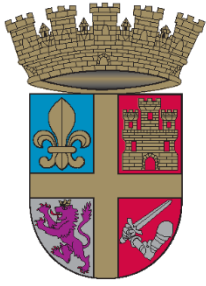
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2024-28

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Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

WHEREAS, Our Founding Fathers did decree and establish a Constitution for the United States of America, to acquire the good fortunes associated with personal freedom for theirs and future generations; and

WHEREAS, it is vitally important that the terms, conditions and meaning of the Constitution be fully understood by all citizens, that we may uphold, protect and defend it against possible infringement; and

WHEREAS, September 17th is the 237th Anniversary of the signing of our Constitution, which provides a momentous opportunity for all Americans to discover and recognize the accomplishments of our Forefathers, and to ponder the rights and privileges of citizenship as well as the responsibilities thereof; and

WHEREAS, the Regents Council of Northeast Florida, Daughters of the American Revolution, join the national celebration and this annual observance serves as a time for all citizens to hold dear and celebrate the rights, privileges, and responsibilities this document affords to us as Americans; and

WHEREAS, all American citizens should respect their independence as guaranteed by our Constitution with fitting ceremonies and commemorative activities during Constitution Week as ordered and proclaimed in 1956 by President Dwight D. Eisenhower and Congress of the United States of America.

*NOW THEREFORE, the City Commission of the City of St. Augustine, Florida, hereby proclaims September 17th through September 23rd as **CONSTITUTION WEEK** in the City of St. Augustine and urges all our citizens to pay special attention during this week to our Constitutional government and the advantage of American citizenship; and further invite every citizen and institution to join in this national commemoration.*

***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-four and the four hundred and fifty-ninth year of the founding of St. Augustine, the Nation's Oldest City.*

2024-29

Nancy Sikes-Kline, Mayor

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CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: August 29, 2024

RE: **Ordinance 2024-30 – Amending the Existing Definition of Historic Structure and Clarifying Section 28-89 regarding Proposed Demolition or Partial Demolition of Existing Historic Structures – Introduction and First Reading**

The attached ordinance is intended to clarify the definition of Historic Structure as well as the criteria for review of proposed demolitions or partial demolitions of historic structures.

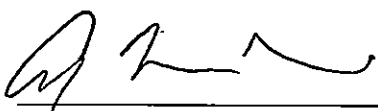
You may recall that the city adopted Ordinance 2023-24 in August of 2023 to reorganize and clarify the partial demolition requirements in the Zoning Code, add more definitions related to historic preservation topics to the Zoning definitions section and adopt an addendum to the city's Architectural Guidelines for Historic Preservation (AGHP) to also clarify permit requirements for partial demolitions in the AGHP.

Subsequently, it has come to our attention that minor changes need to be made to the adopted code to clarify the language in the definition of Historic Structure and the section of the code related to the review of demolition or partial demolition proposals of existing historic structures.

The attached proposed revisions reflect these minor changes. The Planning and Zoning Board (PZB) is scheduled to review these changes and make a recommendation to the City Commission at their September 3, 2024, regularly scheduled meeting.

Per amended Florida Statutes land development code amendments are currently exempt from any required business impact statement.

Please place Ordinance 2024-30 on the City Commission agenda for introduction and first reading. If you have any questions, please let me know.



Amy McClure Skinner, AICP
Director, Planning and Building Department

ORDINANCE NO. 2024-30

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 28, SECTION 28-2 AMENDING DEFINITION'S HISTORIC STRUCTURE; AMENDING CHAPTER 28, SECTION 28-89 CLARIFYING CRITERIA FOR THE REVIEW OF DEMOLITION; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of St. Augustine is recognized as the Nation's Oldest City; and

WHEREAS, the intent of the City's Comprehensive Plan, Historic Preservation Master Plan, and implementing land development codes and architectural guidelines are to preserve and protect historic structures, and the nature and character of the City's historic neighborhoods; and

WHEREAS, the City Commission, the Historic Architectural Review Board, and the Planning and Zoning Board are aware that new development, code requirements, full and partial demolitions, and relocations of structures can contribute to a change in the character of the historic downtown and historic neighborhoods of the city; and

WHEREAS, the historic assets of the city contribute to the character of residential neighborhoods, quality of life, and equate to an economic value of \$2.9 billion dollars according to the 2020 publication *Resilient Heritage in the Nation's Oldest City*; and

WHEREAS, the Planning and Zoning Board acting as the designated land planning agency for the City of St. Augustine recommended the included revisions to Chapter 28, the Zoning Code to the City Commission; and

WHEREAS, the intent of the partial demolition ordinance as it relates to structures outside the designated Historic Preservation Districts is to ensure that structures are modified in a way that is generally consistent with the historic visual character of the structure's key visible architectural elements and maintain the integrity of National Register Districts and their contributing structures. It is not intended that these structures be held to the same level of detailed architectural design criteria as structures in the Historic Preservation Districts; and

WHEREAS, the intent of these amendments are consistent with Ordinance 2023-24 passed in August of 2023 by the City Commission and are intended to clarify the definition of Historic Structure and the review of existing historic structures related to demolition and partial demolition; and

WHEREAS, under the current State of Florida law amendments to land development regulations are exempt from the requirement for a business impact statement; and

WHEREAS, the City Commission intends for its ordinances to be interpreted consistent with State of Florida law; and

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

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

Section 1. Amendment to Chapter 28, Article I, Section 28-2. Chapter 28, Article I, Section 28-2 is hereby amended, as follows:

“Sec. 28-2. - Definitions.

For the purpose of this chapter, certain words and terms used herein shall be interpreted to have meanings as defined below. Where words or terms are not defined, they shall have their ordinarily accepted meanings or such as the context may imply. Words used in the present tense include the future; the singular number includes the plural, and the plural includes the singular.

The word "shall" is mandatory; the word "may" is permissive. The word "used" or "occupied" includes the words "intended, designed or arranged to be used or occupied." The word "lot" includes the word "plot" or "parcel." The word "structure" includes the word "building" as well as other things constructed or erected on the ground, attached to something having location on the ground, or requiring construction or erection on the ground. The word "land" includes the word "marsh," "water" or "swamp." The word "map" shall mean the "Zoning Maps of the City of St. Augustine, Florida" and the "city" shall mean the City of St. Augustine, Florida, a corporation of the State of Florida.

...

Historic structure ~~including contributing properties~~ as defined for demolition and partial demolition purposes is a structure that is 50 years old or older, ~~or~~ in a locally established historic preservation district, ~~or~~ individually listed as historic locally or nationally, ~~or~~ a contributing property in a designated National Register District, or a potentially contributing property surveyed, but not recognized or not in a designated National Register District. But see *Regulated structure*.

..."

Section 2. Amendment to Chapter 28, Article II, Section 28-89. Chapter 28, Article II, Section 28-89 is hereby amended, as follows:

"Sec. 28-89. - Criteria for certificate or opinion of appropriateness, relocation or demolition or partial demolition review.

The criteria for opinion of appropriateness, certificate of appropriateness, certificate of relocation, certificate of demolition or partial demolition review will be determined as follows:

(1) In reviewing an application for structures within historic preservation zoning districts the board or planning and building department shall consider the design and appearance of the structure, including the interior visible from the outside, front, sides, rear and roof; materials, textures and colors; plat plan or site layout, including features such as walls, walks, terraces, plantings, accessory structures, signs, lights, awnings, canopies, and other appurtenances. The decision to approve or deny the proposed application shall be based on the conformance of the proposed work to the Architectural Guidelines for Historical Preservation (AGHP) and adopted addendums of the City of St. Augustine as from time to time promulgated by the historic architectural review board or the city commission and approved by ordinance of the city commission, hereinafter referred to as "AGHP," Albert Manucy's Houses of St. Augustine - 1565—1821, and other architectural guidelines as may be adopted from time to time. The board shall not exercise any control over land use, such as governed by this chapter, or over construction, such as is governed by the building code, unless such control is within the intent and scope of this chapter.

a. In the case of an opinion of appropriateness: HARB shall make a determination that the general concept, preliminary construction plans, details or specifications of a project meet the architectural requirements of the AGHP, Albert Manucy's Houses of St. Augustine - 1565—1821, or other adopted architectural guidelines, but that the information may be insufficient to meet the requirements of a certificate of appropriateness or to obtain a building permit.

b. In the case of a certificate of appropriateness: HARB shall make a final determination that the material details are sufficient, construction plans are complete, and architectural details and specifications for a project meet the AGHP, Albert Manucy's Houses of St. Augustine - 1565—1821, or other adopted architectural guideline requirements. A certificate of appropriateness is required before a building permit may be issued. Only those plans and details approved by HARB may be reviewed by the planning and building department during the building permit review process.

c. In the case of a certificate of relocation of a structure: Consideration will be given to the immediate surroundings and to the district or districts in which it is located or to be located, that the relocation of the structure will not adversely impact the city's historic preservation efforts or negatively affect the streetscape. If the building will be relocated on the same site or moved to a new site in a locally designated historic preservation zoning district, then the process and plan requirements for a certificate of appropriateness also apply to the building's new location.

d. In the case of a certificate of demolition or partial demolition: A determination is made that the demolition or partial demolition of the structure will or will not adversely impact the city's historic preservation efforts. The applicant may also be required to submit information on the structural condition of the building from an engineer or architect to justify the need for the demolition or the partial demolition of the structure, and all other requirements of this Code.

(2) Before approving the plans for any proposed structure or signs located or to be located in a historic preservation zoning district, the board shall find:

a. In the case of a proposed alteration or addition to an existing structure, that such alteration or addition will not materially impair the architectural or historic value of the structure.

b. In the case of a proposed new structure, that such structure will not, in itself or by reason of its location on the site, materially impair the architectural or historic value of a structure on adjacent sites or in the immediate vicinity.

c. In the case of a proposed new structure, that such structure will not be injurious to the general visual character of the district or districts in which it is to be located.

~~d.(3)~~ In the case of the proposed demolition of an existing historic structure, or a project that constitutes partial demolition of a historic structure that the removal of such structure or architectural features will not be detrimental to the historic and architectural character of the city or that, balancing the interest of the city in preserving the integrity of the city and interest of the owner of the property. In the case of a proposed project that constitutes a partial demolition see Sec.28-89 (3)d below.

~~1.a.~~ Approval of the plans for demolition in the latter event the board may issue an order postponing demolition for a period of not to exceed twelve (12) months after which the owner

must reapply. The board may issue a second postponement with the total postponement period not to exceed two (2) twelve-month periods. If the board concludes that the demolition should be postponed, it shall, before issuing any final order with respect to such postponement, afford the applicant an opportunity to appear before the board to offer any evidence they may desire to present concerning the proposed order. Within the period of postponement, the board shall ascertain what the city or other agency or organization may do to preserve such structure and shall make recommendations to that effect to the city commission or otherwise cause the structure to be preserved. This section shall not apply to any permit for demolition which has been applied for, in proper form, prior to the effective date of this section.

2.b. If the building or structure is of exceptional significance including a local historic landmark, is a contributing property to a National Register of Historic Places District or has been individually listed on the National Register of Historic Places, the board can deny the demolition if the board finds the removal of such building or structure will be detrimental to the historic and architectural character of the city and the applicant has not proven the denial will cause an undue economic hardship.

3.c. The demolition of colonial buildings listed on the Florida Master Site File, or colonial buildings designated local historic landmark, or colonial buildings meeting the criteria for eligibility on the National Register of Historic Places must be approved by the city commission.

4.d. In the case of a partial demolition: The board shall find that the proposed replacement materials including historic materials as well as compatible substitute materials maintain the historic character and integrity of the structure and are compatible with the historic structure's building envelope or the removal will not compromise the overall historic character and integrity of the structure.

(34) Criteria for regulated structure. Replacement elements for regulated structures as defined in this code will be reviewed consistent with the procedures for architectural feature limited review. The board will apply the adopted design criteria if any for the area or AGHP if applicable to the regulated structure, if any. If no design criteria have been adopted, the board will accept evidence and testimony to establish relevant architectural features. Some regulated structures may have architectural features that support its historic character and historic period, as well as modifications or additions over time. The board will accept evidence and testimony to establish whether the architectural features should meet preservation or reconstruction standards.

(45) Applications for partial demolition of buildings listed on the National Register of Historic Places, contributing or potentially contributing to a historic district in the National Register of Historic Places, listed as a local historic landmark pursuant to this Code, listed as a potential landmark identified in the Historic Preservation Element of the Comprehensive Plan, Master Plan or identified by historic preservation planning staff as culturally significant within the recent past, may apply for the demolition of additional components of the building as part of a more comprehensive rehabilitation plan. Staff may require that the application be reviewed as a full demolition with required documentation, appropriate condition assessment and a rehabilitation plan, recognizing that applicants may encounter unforeseen building damage, site conditions, flood

mitigation obstacles, or other significant and demonstrable reasons justifying a more extensive partial demolition as part of the rehabilitation. In issuing a certificate of demolition or partial demolition, the board may include approval of both the partial demolition and potential related additional demolition and its rehabilitated replacement design under one application. This will allow the approval of drawings sufficient for a building permit and that all necessary requirements for the new construction related to the demolition or partial demolition are submitted for permitting review and approval by staff.

(56) As a condition of issuing a certificate of demolition, including partial demolition, the board may require, at the applicant's expense, salvage and preservation of significant building materials, architectural details and ornaments, fixtures, and the like for reuse in restoration of other historic properties. The board may also require at the applicant's expense the recording of the structure for archival purposes prior to demolition or partial demolition. The recording may include, but shall not be limited to, photographs and measured drawings.

(67) Applications for certificate of demolition of a building or structure that is of exceptional significance including a local historic landmark, has been a contributing property to a National Register of Historic Places District or has been individually listed on the National Register of Historic Places shall require the following with the burden of proof to be on the applicant. The board may also require the following of structures considered to be contributing to the historical character of the city:

a. A report from an architect or structural engineer licensed in the State of Florida with demonstrated experience in restoration, rehabilitation, or renovation as to the structural soundness of the building and its adaptability for continued use.

b. Proof of unreasonable or undue economic hardship. In any instance where an undue economic hardship, as defined in this chapter, is claimed by a property owner, the property owner may submit to the board any or all of the following information before the board makes a decision on the application for certificate of demolition:

1. An estimate of the cost of the proposed construction, alteration, demolition, or removal;

2. The estimated market value of the property in its current condition; after completion of the proposed construction, alteration, demolition, or removal; and, in the case of a proposed demolition, after renovation of the existing property for continued use;

3. In the case of a proposed demolition, an estimate from an architect, developer, licensed contractor, real estate consultant, appraiser, or other real estate professional experienced in rehabilitation as to the economic feasibility of rehabilitation or reuse of the existing structure on the property;

4. The annual gross income from the property for the previous two (2) years; itemized operating and maintenance expenses for the previous two (2) years; and depreciation deduction and annual cash flow before and after debt service, if any, during the same period;

5. The remaining balance on any mortgage or other financing secured by the property and annual debt service, if any, for the previous two (2) years;

6. All appraisals obtained within the previous two (2) years by the owner or applicant in connection with the purchase, financing, or ownership of the property;

7. Any listing of the property for sale or rent, price asked, and offers received, if any, within the previous two (2) years;

8. The assessed value of the property according to the two (2) most recent assessments;

9. The real estate taxes for the previous two (2) years;

10. The form of ownership or operation of the property, whether an individual, sole proprietorship, for profit or not-for-profit corporation, limited partnership, joint venture, or other;

11. Any other information considered necessary by the board to a determination as to whether the property does yield or may yield a reasonable return to the property owner. The board may require that the property owner furnish such additional information as the board believes is relevant to the board's determination of any alleged undue economic hardship. No decision of the board shall result in undue economic hardship for the property owner. In any case where undue economic hardship is claimed, the board shall make two (2) specific findings. First, the board shall determine if the owner would be entitled to a certificate of demolition without consideration of undue economic hardship. Second, the board shall determine whether the owner demonstrated an undue economic hardship.

(78) In the case of any proposed new or altered sign, that the sign will not materially impair the architectural or historic value of any structure to which it is attached, nor any adjacent structure, and that such sign is consistent with the architecture of the building and the historical character of the area.

(89) The board shall not have the authority to consider interior arrangements.

(910) The Planning and Building Department may, based upon the AGHP and consistent with this article, make the decision to issue or not to issue a required permit for the following work:

- a. Placement of utility service.
- b. Repainting with the same color if previously approved for painting with an appropriate color selected from the AGHP guidelines.
- c. Structural maintenance and repair utilizing the same materials and architectural character.
- d. Any other structural maintenance consistent with the AGHP.
- e. Exterior construction or equipment not visible.
- f. All signs and graphics.
- g. Landscape features, including fences, walls, walks, patios, decks, driveways, plant materials and ornamentation.

h. Placement of exterior utility support equipment, including air conditioning compressors, gas tanks, etc.

(~~1011~~) Appeals from decisions of the planning and building department under subsection (9) of this section may be taken to the board within fifteen (15) days from such decision.”

Section 3. Inclusion in Code. The City Commission intends that the provisions of this ordinance shall become and shall be made part of the Code of the City of St. Augustine, that repealed language shall be removed and 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 4. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. Severance of Invalid Provisions. If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 6. Effective Date. This ordinance shall become effective immediately upon 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

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: August 28, 2024

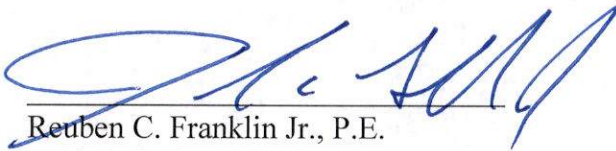
RE: Resolution 2024-34 Approves the Purchase of Approximately 2.47 Acres of Land Consisting of Several Parcels Totaling 17 Lots on Evergreen Ave and Smith St

On February 12, 2024, the City of St. Augustine approved the creation and implementation of a Conservation Program that allows the City Commission to acquire, improve, and manage lands that protect the City's natural and cultural resources, as well as improve the community's overall health and resilience.

On July 22, 2024, the City Commission was presented ranked properties to consider for purchase and this property was selected to move forward. Since that meeting a property appraisal has been performed with a total land value of \$920,000.00. Staff plan to utilize grant funds from the State of Florida that will reimburse the City fifty percent of the purchase cost from the previous property acquired by the City which happens to be adjacent to the subject property. The grant fund amount is \$967,500.00 and is forthcoming.

Resolution 2024-34 is authorization to purchase the property and identifies the City Manager as the City's representative for the real estate transaction, if you choose to purchase the property. The transaction will occur once the City has executed the grant agreement with the State of Florida.

If you have any questions, please let me know.



Reuben C. Franklin Jr., P.E.
Assistant City Manager

Attachments: Resolution 2024-34
Property Appraisal
Property Application Package

RESOLUTION 2024-34

A RESOLUTION OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA APPROVING THE PURCHASE OF APPROXIMATELY 2.47 ACRES OF LAND CONSISTING OF SEVERAL PARCELS TOTALING 17 LOTS AT EVERGREEN AVENUE AND SMITH STREET (PARCEL IDS 1035200000, 1035300000, 1035400000, 1034700000, 1034800000, 1034900000) AND AUTHORIZING CITY MANAGER DAVID BIRCHIM TO ACT AS THE CITY REPRESENTATIVE FOR THIS TRANSACTION

WHEREAS, the City has created a conservation program that promotes the acquisition, improvement and management of lands that protect the City's natural and cultural resources, as well as improves the community's overall health and resilience; and

WHEREAS, there is 2.47 acres of privately owned parcels which meet the criteria of the City's conservation program; and

WHEREAS, this proposed transaction complies with Section 2-2 *Real estate acquisition procedures* of the Municipal Code of Ordinances.

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

Section 1: The City Commission of St. Augustine, Florida hereby authorize the City Manager to proceed with negotiations and due diligence in an amount not to exceed the appraised value of \$920,000.00 and associated customary costs. The transaction is contingent on funding being available.

ADOPTED in Regular Session of the City Commission for the City of St. Augustine, Florida, this 9TH day of September, 2024.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA

Darlene Galambos, City Clerk
(Seal)

Nancy Sikes-Kline, Mayor-Commissioner

APPRAISAL REPORT
OF THE
SIX VACANT PARCELS OF RESIDENTIAL LAND
LOCATED BETWEEN
EVERGREEN AVENUE AND SMITH STREET,
CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FL 32084



PREPARED FOR:

REUBEN C. FRANKLIN JR., P.E.
ASSISTANT CITY MANAGER
OF THE CITY OF ST. AUGUSTINE

PREPARED BY:

RONALD N. PACETTI, MAI
State-Certified General Real Estate Appraiser RZ 677
Pacetti Appraisal Services Inc.

PACETTI APPRAISAL SERVICES INC.

Real Estate Appraisers and Consultants

Ronald N. Pacetti, MAI
State-Certified General Real Estate Appraiser
RZ 677

August 1, 2024

Mr. Reuben C. Franklin Jr., P.E.
Assistant City Manager
City of St. Augustine
P.O. Box 210
City of St. Augustine, 32085

Property Desc. : Six adjacent parcels of vacant land containing a total of 105,469± square feet, or 2.47± acres.
Property Location : Located along the south side of Evergreen Avenue, just east of Nesbit Avenue, City of St. Augustine, FL 32084.

Dear Mr. Franklin:

At your request, we have made an investigation and analysis of the above mentioned property. The purpose of this investigation and analysis was to provide the following opinions of value for the Subject Property:

- Market Value As-Is

The property rights appraised are the rights of the Fee Simple Interest.

The Subject Property was last inspected on July 29, 2024, and this is the valuation date for the as-is analysis.

The Subject Property consists of six adjacent parcels of vacant land (Parcel #'s 103470-0000, 103480-0000, 103490-0000, 103520-0000, 103530-0000 & 103540-0000) that contain a total of 2.47± acres. According to our measurements, which were calculated using visuals from the county maps and the wetlands mapper provided by the U.S. Fish & Wildlife Service, we have estimated that 0.987± acres of the Subject's total 2.47± acres were considered to be wetlands. This leaves the remaining 1.483± acres as usable uplands. We have estimated that per the zoning (up to 16 units per upland acre) a maximum of 23 residential units could be developed upon this site. The six parcels together form an irregular shaped site, which has frontage along the south side of Evergreen Avenue, and the west side of the marshes of the San Sebastian River.

The Subject's site sizes and dimensions were taken from the St. Johns County Property Appraisers Map, while the wetlands measurements were estimated via a combination of the St. Johns County Property Appraisers website & the U.S. Fish & Wildlife Service. All sizes, dimensions, and wetlands estimates are subject to a survey.

The Subject property is zoned RG-1, Residential General-One, and the future land use is Residential Medium Density, by the City of St. Augustine.

Mr. Franklin
Page Two,

This appraisal is intended to comply with the reporting requirements set forth under Standards Rule 2 of the Uniform Standards of Professional Appraisal Practice for a Appraisal Report. As such, it presents a summary discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's value estimate. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client. The appraiser is not responsible for unauthorized use of this appraisal report.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable state appraisal regulations. The appraisal is also prepared in accordance with the appraisal regulations issued in connection with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

This appraisal was not made, nor was the appraisal rendered on the basis of a minimum requested valuation, specific valuation, or an amount which would result in the approval of a loan.

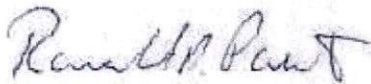
Therefore, subject to the assumptions and limiting conditions and to the definition of Market Value, as set forth in this report, we have formed the following opinions of value for the Subject Property as of August 1, 2024:

NINE HUNDRED TWENTY THOUSAND DOLLARS
(\$920,000)

Thank you for the opportunity to be of service to you in this matter.

Respectfully submitted,

PACETTI APPRAISAL SERVICES INC.



Ronald N. Pacetti, MAI
State-Certified General Real Estate Appraiser RZ 677



Randall A. Pacetti
State-Certified General Real Estate Appraiser RZ 3911
File #2024-70

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ADDENDA

QUALIFICATIONS OF THE APPRAISERS

CERTIFICATION

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have performed prior appraisal services regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- Ronald N. Pacetti and Randall A. Pacetti have made a personal inspection of the property that is the subject of this report.
- No one else provided significant real property appraisal assistance to the persons signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- As of the date of this report, Ronald N. Pacetti has completed the continuing education program for Designated Members of the Appraisal Institute.



Ronald N. Pacetti, MAI
State-Certified General Real Estate Appraiser RZ 677



Randall A. Pacetti
State-Certified General Real Estate Appraiser RZ 3911

LIMITING CONDITIONS

1. Title to the property is assumed to be good and marketable and the legal description correct.
2. No responsibility for legal matters is assumed. All outstanding taxes, liens, mortgages, or other encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management.
3. It is assumed that surveys and/or plat furnished to or acquired by the appraiser and used in the making of this report are correct. The appraiser has not made a land survey or caused one to be made and, therefore, assumes no responsibility for their accuracy. If a survey and/or plat is not furnished or acquired the local property appraiser's records were used and were assumed to be correct.
4. All information in this report has been obtained from reliable sources. We cannot, however, guarantee or be responsible for the accuracy of information furnished by others. We have assumed that all information furnished by others is correct and complete, up to date and can be relied upon, but no warranty is given for its accuracy. We do not accept responsibility for erroneous information provided by others. We assume that no information that has a material effect on our appraisal has been withheld.
5. Unless otherwise stated, the opinion of value included in our report excludes any additional value attributable to goodwill, or to fixtures and fittings which are only of value, in situ, to the present occupier. We have made no allowance for any plant, machinery or equipment unless they form an integral part of the building and would normally be included in a sale of the building. We do not normally carry out or commission investigations into the capacity or condition of services being provided to the property. We assume that the services, and any associated controls or software, are in working order and free from defects. We also assume that the services are of sufficient capacity to meet current and future needs.
6. Subsurface rights (minerals, water, and oil) were not separately evaluated in making this appraisal.
7. The comparable sales data relied upon in this appraisal are believed to be from reliable sources; however, it was not possible to inspect the comparables completely, and it was necessary to rely upon information furnished by others as to said data, therefore, the value conclusions are subject to the correctness and verification of said data.
8. We inspected, as far as possible, by observation the land and the improvements thereon; however, it was not possible to personally observe conditions beneath the soil or hidden structural components within the improvements. Likewise, no tests were made on the roof, mechanical, plumbing or electrical systems. Unless otherwise stated, no representations are made as to geotechnical conditions of the land or the quality and condition of the roof, heating, cooling, ventilating electrical and plumbing equipment.
9. Unless otherwise stated in this report, the existence of hazardous substances were not called to our attention nor did we become aware of such during our inspection. We have no knowledge of the existence of such materials on or in the property unless otherwise stated. However, we are not qualified to test such substances or conditions. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field or environmental impacts upon real estate if so desired..

10. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the author, particularly as to the valuation conclusions, the identity of the appraiser or firm with which he is connected, or any reference to the Appraisal Institute.
11. We may have reviewed available flood maps and may have noted in the report whether the property is generally located within or out of an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property. Any opinion of value we include in our report assumes that floodplain and/or wetlands interpretations are accurate.
12. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether it is in compliance with the ADA. We claim no expertise in ADA issues and render no opinion regarding the compliance of the property with ADA regulations.
13. We assume that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in the report is based.
14. It is assumed that the property is in compliance with all applicable federal, state and local laws, ordinances, regulations, building standards, use restrictions and zoning unless the lack of compliance is stated in the appraisal report. Determining and reporting on such compliance were not part of the scope of work for this assignment.
15. It is assumed that all water, sewer facilities, and utilities (whether existing or proposed) are or will be in good working order, are safe for use, and are or will be sufficient to serve the current or proposed uses of the subject property or any structures or other improvements. Determining and reporting on such matters were not part of the scope of work for this assignment.
16. We have not made any investigation of the financial standing of actual or prospective tenants unless specifically noted in the report. Where properties are valued with the benefit of leasing, we assume, unless we are informed otherwise, that the tenants are capable of meeting their financial obligations under the leases, all rent and other amounts payable under the leases have been paid when due, and that there are no undisclosed breaches of the leases.
17. We are not required to testify or provide court-related consultation or to be in attendance in court unless we have agreed to do so in writing.
18. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
19. This appraisal/inspection is not a home/building inspection, structural inspection, or pest inspection. By preparing this report, the appraiser is not acting as a home/building inspector, structural engineer, or pest inspector. In performing the limited inspection of this property, areas that were readily accessible were visually observed and the review is superficial only. This inspection is not technically exhaustive and does not offer warranties or guarantees of any kind. It is advised to have the structure inspected by an inspector that offers such warranties or guaranteed inspection if there is any concern regarding adverse or negative conditions

In addition to the general special assumptions and limiting condition outlined in this report, the above value is subject to the following extraordinary assumptions and hypothetical conditions:

Extraordinary Assumption

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

1. We were not provided with a survey or wetland study for the Subject Parcels. Therefore, our gross acreage estimate of 2.47± acres was taken from the St. Johns County Property Appraisers Office. In addition, our wetland estimate of .987± acres was calculated using visuals from the county maps and the wetlands mapper provided by the U.S. Fish & Wildlife Service. If a future survey indicates a different amount of uplands and wetlands, we reserve the right to amend our value conclusion accordingly.

The use of this extraordinary assumption may have affected assignment results.

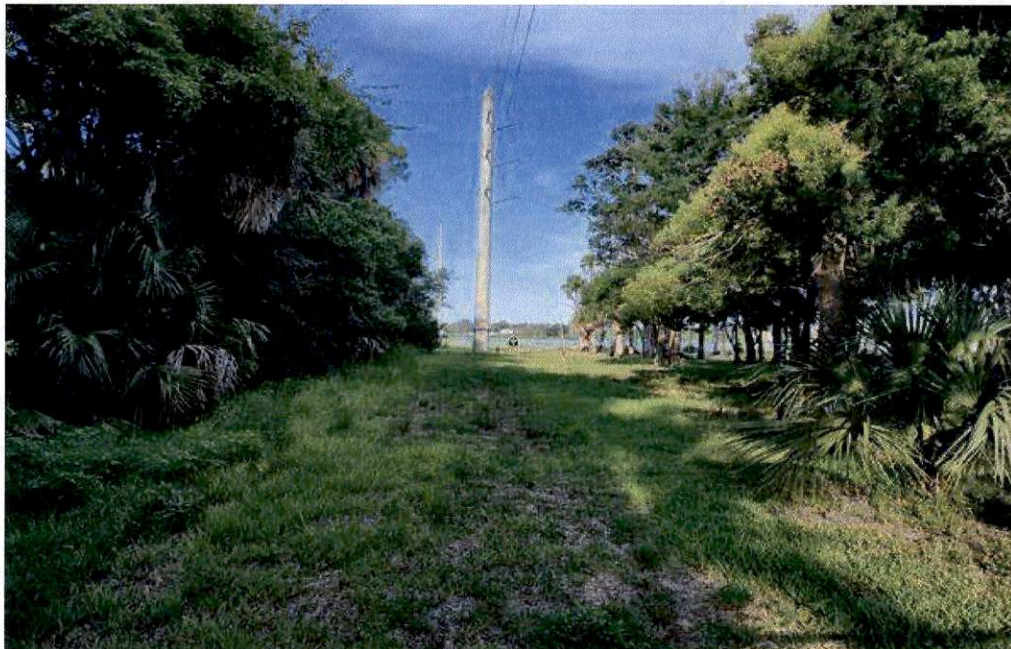
Hypothetical Condition

A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. None



**STREET VIEW LOOKING WEST DOWN EVERGREEN AVENUE
WITH THE SUBJECT TO THE LEFT**



**VIEW LOOKING EAST DOWN THE UNPAVED PORTION OF EVERGREEN AVE.
WITH THE SUBJECT ON THE RIGHT**



TYPICAL VIEW OF THE NORTH SIDE OF THE SUBJECT PROPERTY



TYPICAL INTERIOR VIEW OF THE SUBJECT SITE



TYPICAL INTERIOR VIEW OF THE SUBJECT SITE



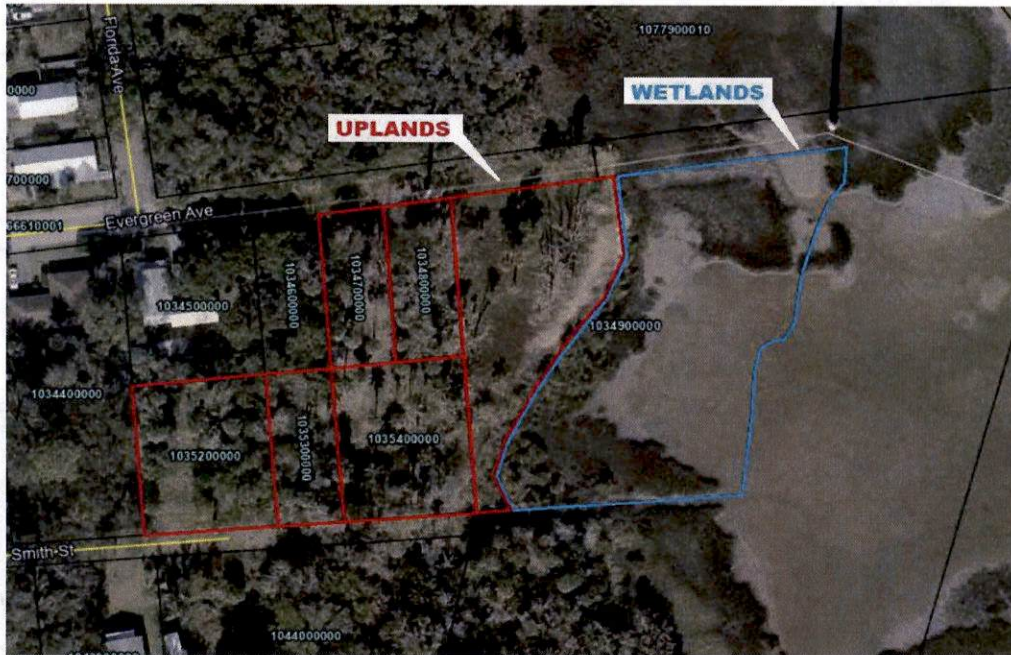
TYPICAL RIVE VIEW LOOKING EAST FROM THE SUBJECT SITE



**TYPICAL VIEW OF THE SUBMERGED PORTION OF THE SUBJECT SITE
FOLLOWED BY THE SAN SEBASTIAN RIVER**



**TYPICAL VIEW OF THE UPLANDS/WETLANDS BORDER AND
MARSH AREA LOCATED ALONG THE SUBJECT'S EASTERN BORDER**



**AERIAL PHOTO OF THE SUBJECT PARCELS
WITH THE UPLANDS AREA OUTLINED IN RED AND
ESTIMATED WETLANDS AREA OUTLINED IN BLUE**

Scope of Work – Information Analyzed

The Subject Site was inspected including on and off-site improvements, roadways, visible easements, site conditions, drainage, utilities available, and site accessibility.

Photographs taken during the site inspection include the following:

- The Subject Site
- Roadways, and site access

Market Data Analyzed

Gathered and analyzed social, economic, governmental and environmental data from the St. Johns County area and the Subject's immediate submarket.

Data sources include: municipal Planning Departments, LoopNet, CoStar and the St. Augustine MLS.

Specific Data

Specific data relate to the property being appraised and to comparable properties. These data include legal, physical, locational, cost and income and expense information about the properties and the details of comparable sales.

Data gathered and analyzed pertaining to the subject property included zoning information, building plans, and site plans. Competitive property data included purchase prices, site size, zoning information and intended use of property.

Competitive Supply and Demand

Competitive supply and demand data relate to the competitive position of the property in its future market. Supply data include inventories of existing and proposed competitive properties, vacancy rates, and absorption rates. Demand data may consist of population, income, employment, and survey data pertaining to potential property users.

Demand was analyzed using current and projected population figures and historic demand based on comparable properties. Supply was analyzed using primary data gathered and confirmed during the assignment.

Scope of Work - Appraisal Method and Techniques Employed

The following appraisal methods and techniques were considered in the analysis of the subject property:

Cost Approach

The Cost Approach to value was not developed in this report due to the fact that, typically, this approach to value is not applicable when valuing land.

Sales Comparison Approach

The Sales Comparison approach had good information available for critical analysis. This approach is generally considered to be a reliable indicator of value when the data available closely corresponds to the location, size, and zoning of the property being appraised, since it reflects the interaction of buyers and sellers in the market place. The sales approach was utilized to derive an opinion of the market value for the subject property.

Income Approach

The Income Approach to value was not developed in this report due to the fact that, typically, this approach is not applicable when valuing vacant land.

Reconciliation

The Sales Comparison Approach to value was the only approach utilized.

Report Type

This Appraisal Report is in conformance with Standard Rule 2 Report Options of the Uniform Standards of Professional Appraisal Practice, effective January 1, 2022. As such, the report presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation has been retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in this report.

GENERAL INFORMATION**Purpose of the Appraisal**

The purpose of this investigation and analysis was to provide the following opinions of value for the Subject Property:

Market Value As-Is - Fee Simple Interest

Effective Date of Value

The effective date of this appraisal is July 29, 2024, which is the date the Subject Property was inspected.

Intended User/Client of the Appraisal

The intended client and user of this appraisal is Reuben Franklin Jr., Assistant City Manager of the City of St. Augustine, and/or assigns.

Intended Use of the Appraisal

The appraisal report is intended to be used by the client for their internal decision making needs.

Market Value

Section 1110 of Financial Institutions Reform, Recovery, and Enforcement Act's (FIRREA) instructions to the Office of Thrift Supervision use the definition of Market Value below as developed by the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, and adopted by the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice.

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised, and acting in what they consider their own best interests;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Exposure Time

According to The Dictionary of Real Estate Appraisal, 7th Edition, Exposure Time is:

“An opinion, based on supportive market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.”

Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. The estimate for exposure time in this report was based on statistical information from market data and interviews with market participants. From this analysis and discussion, it is estimated that the appropriate exposure time associated with the Market Value Opinion within this report would be 12 months.

Marketing Time:

According to The Dictionary of Real Estate Appraisal, 7th Edition, Marketing Time is:

“An opinion of the amount of time to sell a property interest at the concluded market value, or at a benchmark price during the period immediately after the effective date of an appraisal”

Marketing time differs from exposure time, which is always presumed to precede the effective date of appraisal. Considerations for estimating the marketing time are similar to that of the exposure time with the addition of any anticipated changes in market conditions. Since the market conditions are estimated to follow historical trends into the foreseeable future, it is estimated that the appropriate marketing time associated with the Market Value Opinion within this report would be 12 months. This estimate assumes that the appraised property is placed on the open market, aggressively marketed and competitively priced. This estimate is based upon discussions with real estate brokers active within the local market.

Interest Appraised

The interest appraised herein is the Fee Simple Interest in the Subject Property.

Fee Simple Estate

The fee simple estate is defined in The Dictionary of Real Estate Appraisal, 7th Edition as:

"The absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Leased Fee Interest

The leased fee interest is defined in The Dictionary of Real Estate Appraisal, 7th Edition as:

“the ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.”

LEGAL DESCRIPTION

Parcel ID #'s 103470-0000, 103530-0000 & 103540-0000

Taken from a Warranty Deed located in O.R. Book/Page: 4210/532

Lot 8, Block B, Property of Mr. L.A. Bovee, according to the map or plat thereof, as recorded in Plat Book 2, Page(s) 56, of the Public Records of St. Johns County, Florida.

and

Lot 22, Block B, Property of Mr. L.A. Bovee, according to the map or plat thereof, as recorded in Plat Book 2, Page(s) 56, of the Public Records of St. Johns County, Florida.

and

Lot(s) 23 and 24, Block B, Property of Mr. L.A. Bovee, according to the map or plat thereof, as recorded in Plat Book 2, Page(s) 56, of the Public Records of St. Johns County, Florida.

Parcel ID #'s 103480-0000

Taken from a Warranty Deed located in O.R. Book/Page: 5826/1360

Lot 9, Block B, Bovees Subdivision, according to the Map thereof, recorded in Map Book 2, Page(s) 56, of the Public Records of Saint Johns County, Florida.

Parcel ID #'s 103490-0000

Taken from a Warranty Deed located in O.R. Book/Page: 4079/208

Lots 10 through 15 and Lots 25 through 29, Block B, Bovees Subdivision, according to the map or plat thereof, as recorded in Map Book 2, Page 56, of the Public Records of St. Johns County, Florida.

Parcel ID #'s 103520-0000

Taken from a Warranty Deed located in O.R. Book/Page: 4148/1818

Lots twenty (20) and twenty-one (21), Block "B", BOVEE SUBDIVISION, according to map thereof as recorded in Map Book 2, page 56, public records of St. Johns County, Florida.

NEIGHBORHOOD DATA

The Subject Property is located on the south side of Evergreen Avenue, just east of Nesbit Avenue, along the west side of the San Sebastian River, St. Augustine, St. Johns County, Florida. This area is approximately 90% built-up. A neighborhood is defined in terms of common characteristics, trends and groupings of similar or complementary land uses. The Subject Neighborhood may be delineated as follows:

Northern Boundary	-	State Road 16
Southern Boundary	-	SR 312
Eastern Boundary	-	U.S. Highway 1 South
Western Boundary	-	Holmes Blvd.



Over the past year the City of St. Augustine has been given a number of awards including:

HGTV (December of 2023) - Best small town in Florida to visit for Christmas
 Wealth of Geeks (December of 2023) - Top 7 Southern Weekend Getaways
 Explore.com (December of 2023) - Top 5 Best Places to stay on Your Florida Vacation
 New York Travel Guide (October 2023) Number 3 Most Romantic Small Town in the U.S.
 Southern Living (September 2023) Best Beach town to retire in the South
 USA Today 10 Best (May 2023) Top 10 Most Walkable Cities in the U.S. (#5)
 Southern Living (March 2023) Best Small Town in the South

The Subject's immediate Neighborhood includes the commercial corridor along US Highway 1, between State Road 312 to the south and State Road 16 to the north. The commercial improvements in the neighborhood consist mainly of tourist related enterprises such as motels, restaurants, gift shops and a few professional office buildings. The residential developments

include single and multi-family dwellings. The predominant uses along U.S. Highway 1 are commercial oriented.

The primary east/west traffic routes nearest the Subject are State Road 207, King Street (CR 214) and State Road 16. State Road 207 is a four-lane, paved highway that begins at U.S. Highway 1 and runs west through Hastings to Palatka. State Road 207 also has an interchange with I-95, leading directly into the main commercial and residential areas of Saint Augustine.

King Street is a commercial thoroughfare that runs in an east/west direction through the Subject neighborhood. It connects to the Bridge of Lions, which in turn, provides travel to and from the Anastasia Island area and the beach's area. King Street is a two-lane roadway that turns into CR 214 west of Holmes Boulevard. It should be noted that King Street is one of the main entrance points into the Downtown Historical District. King Street east of U.S. Highway 1 consists of restaurants, Flagler College, the Casa Monica Motel, the Lightner Building, retail shops, and commercial buildings. The Casa Monica Hotel, which contains 136 rooms and was completed in December 1999, is a full service luxury hotel that is located in the former county courthouse building. The Lightner Building is home to the Lightner Museum, City Hall as well as various other retail shops and government offices. Additionally, northeast of the Subject is Flagler College, which is a private college that has seen its student population grow from 160 students in 1971 to 2,600+ enrolled this year.

State Road 16 is a four-lane highway that runs in a northwesterly direction, from U.S. Highway 1 to State Road 13, on the St. Johns River. State Road 16 bisects I-95 at the Interstate Commerce Center. State Road 16 is the main entrance road into the City of St. Augustine. From this road, tourists take either U.S. Highway 1 or San Marco Avenue when traveling into the heart of the historical district.

The main north/south roadways through the Subject Neighborhood are US Highway 1, Interstate 95 and Holmes Blvd. US Highway 1 is a primary central roadway connecting Saint Augustine to Jacksonville to the north and other parts of Florida to the south. US Highway 1 is a four and six lane, divided highway that is commercially developed through most of the Saint Augustine area. US Highway 1 experienced substantial commercial development during the 1970's and 1980's. The commercial corridor along US Highway 1, from Lewis Point Road north to the city limits, is approximately 95% built-up. Commercial uses include shopping centers, restaurants, fast food restaurants, gas stations, convenience stores, retail stores, office buildings, branch banks, medical buildings, car dealerships, two hospitals and a marina. This road is six-lanes from State Road 312 south to Lewis Point Road.

The Subject is located just west of the Downtown Historic District. Within the primary historic/tourist area which is bordered by King Street on the south, Orange Street on the north, Matanzas Bay on the east, and Cordova Street on the west, there are numerous historic buildings, popular restaurants and tourist oriented retailers. One of the characteristics of the entire historic district and some of the surrounding blocks is the lack of parking. Some of the old streets are too narrow to accommodate two way traffic and street parking. Many of the old streets are narrow one way streets. Consequently, the historic area is generally promoted as a "walking" area. Tourists can park in City parking lots near a visitor information center at San Marco Avenue adjacent to Orange Street or at the Castillo de San Marcos Fort. This Fort is over 300 years old and is one of the most popular tourist attractions in Northeast Florida. By far, the most popular route for walking traffic is from the Fort or visitor information center to St. George Street. St.

George Street is generally closed to automobile traffic. It is lined with several historic structures such as the oldest school house in the United States. Several of the very popular local restaurants such as the Mill Top and The Columbia Restaurant are located on St. George Street.

The Lincolnvill area, which is essentially residential in nature, is approximately 90% built-up. Linconville occupies a 140± acre area and it has been granted status on the National Register of Historic Places. Most of this area is developed with older, single and multi-family dwellings, some of which are in fair to average condition. However, it should be noted that ever since the City announced its intentions to develop the San Sebastian Tract in the early 1990's, a major revitalization effort in this neighborhood has taken place. The revitalization effort included the renovation of many of the older single and multi-family residences, as well as the renovation of a number of businesses located along Washington and Riberia Street.

The Subject is located along the San Sebastian River. South of King Street the San Sebastian River is a navigable waterway that feeds into the Intracoastal Waterway and eventually the Atlantic Ocean. Along this river include a number of marina's, boat yards, hotels, restaurants, etc. Also, a number of new developments have recently been completed along this river and a number of new developments are planned. North of King Street (Subject's section of the river) the river becomes narrower and more shallow, and boat traffic is limited by the low span bridges crossing King Street and N. Ponce De Leon Blvd.

Located southeast of the Subject is the proposed San Sebastian Project. In the early 1990's, the City of St. Augustine assemble eight contiguous parcels of land located along the eastern bank of The San Sebastian River in order to help revitalize this area. The parcels contained a total of 12.0± acres, and includes the new City Police Station site and the San Sebastian Winery. The remaining land is vacant, and the City sold the remaining acreage to a developer in order to construct a mixed use development that will include a 65± slip marina, a mid size hotel, restaurant, condominiums, loft apartments, and retail space. It should be noted that the development of this site was put on hold for a number of years while the City awaited permitting from the EPA to remove some contaminated soil along the proposed marina basin. After more than four years of waiting, the EPA permit was recently obtained, giving the green light to proceed with the development of this tract of land. According to representatives with the City of St. Augustine, development of the marina and infrastructure for this project has begun, but was again put on hold due to market conditions. This property was then foreclosed on by Wells Fargo Bank, who began marketing it for sale. In August of 2014 this property was purchased by a hotel developer who plans to develop this property with a hotel, marina, condos, retail shops, etc. It should be noted that first phase of this project, which includes constructing a Marriott Hotel across the street from the Subject has recently broke ground.

The Subject is located just northwest of the St. Augustine Shipyard, which fronts the San Sebastian River and is currently undergoing redevelopment. One of the owners of the 50 acre property, Robert Million stated that the project will eventually include up to five waterfront restaurants, a hotel, retail and office space, multi-family residences, marine service and sales areas, dry and marina boat storage, and a children's museum. As of now the only part of the project that is reportedly completed is a river front restaurant and the boat storage business with attach retail suites, which opened in the Summer of 2016. The storage building will have room for up to 400 boats with access to the San Sebastian River, as well as 80 slips in the water. With a planned half-mile promenade along the river, ample parking and attractions like restaurants and a museum, the Shipyard is poised to become a destination that cold be an alternative to St.

Augustine's historic district. It should be noted that a South Florida Investment group recently purchased the 50 acre property, and intends on refining the plans for this development. According to Stephen Mask, director of operation, development for the shipyard will include many of the same elements outlined by the previous owners "but the density is not going to be as intense" The first project is construction of a second dry boat storage barn and a multi-family project which has recently begun.

About a mile south of Subject at the State Road 312 and US 1 corridor, is the Seabridge Square Shopping Center. The shopping center currently houses retailers Marshalls and Tuesday Morning but lost its anchor tenant when the Sears Holdings Corp. closed the St. Augustine Kmart, one of 79 Sears and Kmart stores it shut down across the country. Instead of bringing in one tenant to take the roughly 90,000 square feet that used to be Kmart, the owner demolished a significant portion of the interior and spent approximately \$10 million to turn it into five separate retail spaces. The new retail space was completed in 2014 and tenants include Ross Dress for Less, Staples, Ulta Salon, Cosmetics & Fragrance and a national pet supply chain. A new out parcel building was also constructed and is now occupied by Chipotle and Aspen Dental.

The Subject is located a short distance northeast of S. Dixie Highway, which is a secondary north/south roadway through the neighborhood. South of SR 207 this street becomes Old Moultrie. This is a two-lane paved road that runs from King Street on the north end, south to US Highway 1. It is along this roadway where a majority of the industrial/service oriented businesses are located. Property uses along this road include a mixture of scattered residential dwellings, commercial developments, service garages, warehouses, office buildings, apartments and it also provides rear access to many of the nearby shopping centers.

Surrounding Land Uses

Uses in the Subject's immediate vicinity include vacant residential land which fronts the San Sebastian River to the north (recently purchased by the City for conservation purposes), and to the south is vacant conservation land owned by the City followed by industrial land which fronts the river and FEC Railway. To the west are single and multi family residences. Directly to the east of the Subject is the San Sebastian River. Other uses in the general area include numerous retail and restaurant buildings located along King Street to the south, and include the Sailors Exchange, Bog Brewery, The West Egg, and more. It should be noted that the City of St. Augustine has recently negotiated a deal to lease a parcel land in the northwest quadrant of N. Ponce De Leon Blvd. and King Street to building a parking garage. Once built, this garage will provide much needed parking for both the W. King St. commercial district and downtown St. Augustine. There are also numerous facilities such as a water treatment plant that belong to the City of St. Augustine. However, King Street becomes less developed heading west and turns into CR 214 approximately 1 mile west of the Subject.

Summary

While this neighborhood experienced slow growth from the period of 2007 to 2012, both residential and commercial construction in this area has picked up substantially in the past 4 to 5 years. Additionally, this neighborhood shows good prospects for continued growth, due to its proximity to downtown St. Augustine, major shopping centers, and the area's only hospital. Additionally, the Subject Property is located just west of the U.S. Highway 1 South commercial corridor, which is a major commercial thoroughfare. The majority of the area's commercial

development has occurred along US Highway 1, with secondary commercial development located along State Road 312, S. Dixie Highway and Old Moultrie Road. Land values in the Subject Neighborhood should remain stable and should see increases which will keep pace with inflation during the foreseeable future. A careful search of the immediate and general neighborhood did not reveal any other adverse influences or conditions.

PROPERTY DATA

Location Located on the south side of Evergreen Avenue along the west side of the San Sebastian River, and just east of Nesbit Avenue, in the City of St. Augustine, FL 32084.

Zoning The Subject Property is zoned "RG-1", Residential General-One, by the City of St. Augustine. This district is intended to apply to those neighborhoods designated for multiple-family dwellings and uses compatible with medium density residential uses, so as to create medium intensity residential character. Permitted uses and structures include single family dwellings, multiple-family, housing for elderly, rooming and boarding houses, tourist home, neighborhood recreational facility, accessory apartments and home offices. The maximum density for this category is 16.0 units per acre.

Permissible uses by exception include hospitals, professional offices, business offices, marina, hotel/motel, restaurants, hair salons, etc.

Land Use Plan The City of St. Augustine's Comprehensive Plan is in compliance with the Florida Growth Management Act of 1985 and supersedes the city's existing zoning code; however, both must be in basic agreement with each other. This plan designates the Subject as Residential Medium Density.

Site Size & Shape The Subject Property consists of six adjacent parcels of vacant land (Parcel #'s 103470-0000, 103480-0000, 103490-0000, 103520-0000, 103530-0000 & 103540-0000) that contain a total of 2.47± acres. According to our measurements, which were calculated using visuals from the county maps and the wetlands mapper provided by the U.S. Fish & Wildlife Service, we have estimated that 0.987± acres of the Subject's total 2.47± acres were considered to be wetlands. This leaves the remaining 1.483± acres as usable uplands. Based on the current zoning which allows up to 16.0 units per acre, we have estimated that a maximum of 23 residential units could be developed upon this site.

The six parcels together form an irregular shaped site, which has 225± feet of frontage along the south side of Evergreen Avenue, and 250± feet of frontage along the marshes of the San Sebastian River.

All sizes, dimensions, and wetlands estimates are subject to a survey.

Subject Map

The Upland and Wetland boundaries depicted on the map below are our estimates, and are subject to a current survey.



Access	Access to the Subject Property is provided via Evergreen Avenue, which is an asphalt paved two-lane roadway that runs in an east to west direction. However, the asphalt paving ends just before the Subject site, and would need to be extended a minimum of 100 to 130 feet for future development to take place.	
Utilities	Water & Sewer	- Central available via the City of St. Augustine
	Electric Service	- Florida Power & Light
	Law Enforcement	- City of St. Augustine
	Fire Protection	- City of St. Augustine
Property History	According to the St. Johns County Tax Rolls, Parcels 103470-0000, 103490-0000, 103520-0000, 103530-0000 & 103540-0000 are currently listed under the ownership of Jorge A. & Rachel A. SobenesDesme. These 5 parcels were acquired in 2015/2016 for a total consideration paid of \$100,000. Parcel 103480-0000 is listed under the ownership of Daniel Aaron Sobenes Desme, who purchase the parcel from Zachary M Hubert etal on 9/11/2023 for \$50,000 as recorded in OR Book 5826/1360. It should be pointed out that a complete title history of the Subject Property was not undertaken or conducted by the appraiser, nor was one provided. However, in conjunction with a cursory study of the public records of St. Johns County, FL, it appears that there have been no other arms-length title ownership transfers over the past three years.	
	Current Listings or Contracts	
	The Subject Property was previously listed for sale by owner for \$924,900, or \$14.32 per usable square foot, but the listing recently expired on 4/1/2024. Also, based on the RG-1 zoning this would have equated to \$40,213 per developable unit based on the maximum development potential of 23 units (16 units per acre).	

Property Taxes

The Subject Property was assessed under the following tax parcel numbers:

Actual 2023

Tax ID Number	Market Value	Taxable Value	Total Deferred	2023 Taxes	Land Size (Acres)
103470-0000	\$23,275	\$13,220	\$10,055	\$303.88	0.14
103480-0000	\$23,275	\$13,220	\$10,055	\$303.88	0.15
103490-0000	\$59,125	\$31,247	\$27,878	\$740.49	1.47
103520-0000	\$45,600	\$25,897	\$19,703	\$595.33	0.28
103530-0000	\$23,750	\$13,487	\$10,263	\$310.06	0.14
103540-0000	\$47,500	\$26,976	\$20,524	\$620.14	0.29
Total	\$222,525	\$124,047	\$98,478	\$2,873.78	2.47

Proposed 2024

Tax ID Number	Market Value	Taxable Value	Total Deferred	2024 Taxes*	Land Size (Acres)
103470-0000	\$42,180	\$14,542	\$27,638	\$423.96	0.14
103480-0000	\$42,180	\$42,180	\$0	\$796.02	0.15
103490-0000	\$105,105	\$34,372	\$70,733	\$1,081.33	1.47
103520-0000	\$80,940	\$28,487	\$52,453	\$821.38	0.28
103530-0000	\$42,750	\$14,836	\$27,914	\$431.00	0.14
103540-0000	\$85,500	\$29,674	\$55,826	\$862.03	0.29
Total	\$398,655	\$164,091	\$234,564	\$4,365.72	2.47

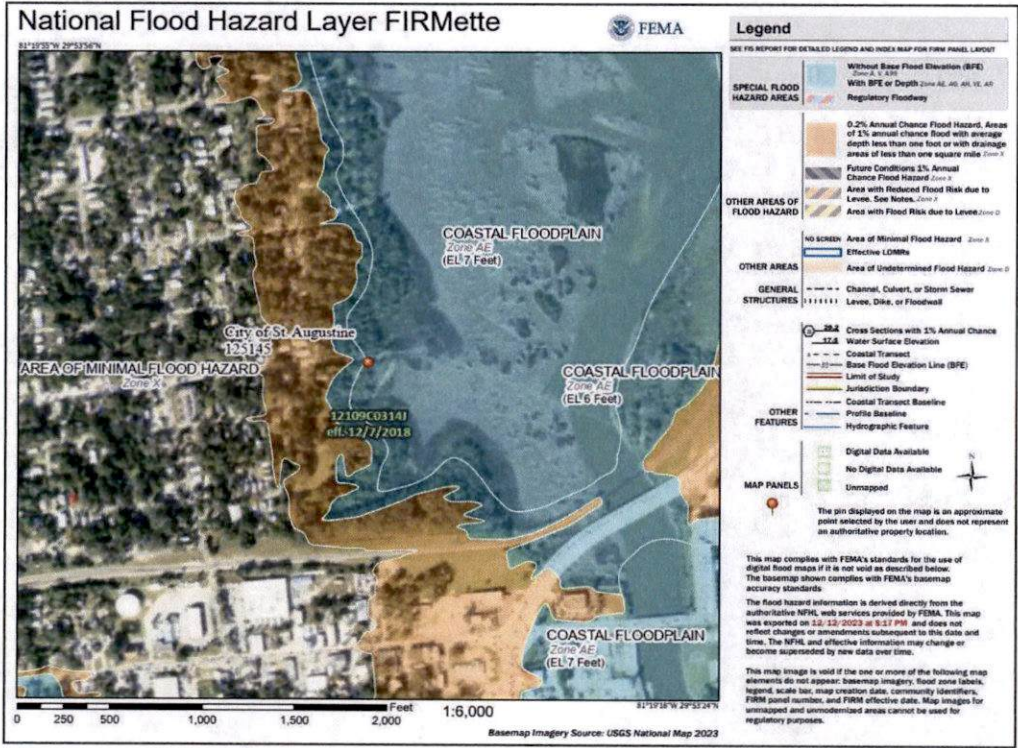
*Assuming the millage rate does not change for 2024

Tax Assessment Map



Flood Zone

According to map panel 12109C0314J, dated 12/7/2018, the majority of the Subject site lies within Flood Zone AE, with a small portion lying within the shaded area of Zone X. Flood Zone AE is within the 100 year flood plain, and Flood Insurance is likely required if the property were to be mortgaged and developed.



HIGHEST AND BEST USE

The market is the final arbiter of market value. One crucial determinant of value in the market is the highest and best use analysis. The market value of land/site and of an improved property are both developed under the assumption that potential purchasers will pay prices that reflects their analyses of the most profitable use of the land and the property as improved.

As per The Appraisal of Real Estate 15th Edition, Highest and Best Use is defined as:

"the reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The highest and best uses of land and improved properties are selected from various alternative uses. The highest and best use conclusions provide the basis for the market value analysis. Thus, the remainder of the valuation process is conducted in relation to these conclusions. Consequently, it is essential that the highest and best use conclusions be related to the motivations of the market. In determining the highest and best use, it is necessary to study the following four factors:

- 1. Physically Possible (adaptable uses):** The adaptability of the site and/or improvements to be used. The uses that are physically possible on the subject site or in the subject improvements, given the physical characteristics revealed by property analysis. Size, shape, area, terrain, utility, capacity and availability of public utilities, surrounding land use patterns, topography or subsoil conditions, and physical condition affect the uses to which land may be developed.
- 2. Legally Permissible (allowable uses):** The uses that are permitted under existing zoning, private restrictions (long-term lease or deed restrictions), building codes, historic district controls, environmental regulations, etc.
- 3. Financially Feasible (appropriate uses):** Among legally permitted and physically possible uses for the subject property, those considered appropriate and feasible, given the characteristics revealed by market, market area, and property analysis. Those uses that produce any net return to the owner, or a positive net present value.
- 4. Maximally Productive (most profitable uses):** Among appropriate or financially feasible uses for the subject property, those that will produce the highest present value.

These criteria are often considered sequentially. The tests of physical possibility and legal permissibility must be applied before the remaining tests of financial feasibility and maximum productivity. A use maybe financially feasible but this is irrelevant if it is physically impossible to construct that use or if such a use is not legally permitted. Only when there is a reasonable possibility that one of the prior unacceptable conditions can be changed is it appropriate to proceed with the analysis.

Highest and Best Use as Vacant

As noted, the Subject property has a zoning designation of RG-1, Residential General-One, and a future land use of Residential Medium Density by the City of St. Augustine, FL.

Residential General-One, allows for single & multi-family dwellings, housing for elderly, rooming and boarding houses, tourist home, neighborhood recreational facility, accessory apartments and home offices, etc. The maximum density for this category is 16.0 units per acre

Without an in-depth feasibility study and additional market data, which is beyond the scope of this appraisal report, it would be difficult to determine exactly which specific use would meet with the strongest market acceptance. However, based on market data regarding the expected population growth for the St. Augustine area, and the land being located within a densely developed residential area, and taking into consideration the current high demand for housing in the St. Augustine area, developing this property residentially with either single or multi-family units seems to be the most logical financially feasible development choice of this site.

Therefore, it is our opinion that the highest and best use of this site, as vacant, would be for a residential development that maximizes the development of the Subject parcels as assembled into one larger parcel containing 1.483 usable acres. Based on the current RG-1 zoning, this would include single family development of roughly 9 homesites or a multi-family apartment or townhome project with a maximum development potential of 23 units (1.483 usable acres @ 16.00 units per acre).

For analysis purposes we valued the Subject site based on its maximum potential of 23 units.

VALUATION ANALYSIS

Preface to Value

In estimating the Market Value of real estate, three Valuation procedures are typically utilized: the Cost Approach, Sales Comparison Approach, and Income Capitalization Approach. The purpose of this investigation and analysis was to estimate the Market Value of the Subject Parcels "as is".

In order to value Subject Parcel in "as is" condition, vacant residential land - zoned for residential development of up to sixteen (16) multi-family units per acre, or 23 units total, the Sales Comparison Approach was utilized.

ESTIMATE OF LAND VALUE

The Sales Comparison Technique is the preferred method to estimate the value of land. The Principle of Substitution affirms that an informed buyer should pay no more for a given site than an amount which a substitute site with equal or similar amenities could be obtained.

By the gathering and analysis of land sales of similar properties, a confirmed record of the range of prices paid by informed buyers is obtained. From this record adjustments can be made for differences in property characteristics which would have an effect on value, and an indication of the Subject Property's value by common units of measurement can be made.

Units of measurement often used in buying and selling vacant land are Price per Acre, Price per Square Foot, Price per Unit, Price per Front Foot and Price per Lot. The unit of measure most used by the market in buying and selling land similar to the Subject Parcel "as is" is the Price per Unit.

All properties have their own unique features which relate to location, size, shape, zoning, development potential, date of sale, deed restrictions, financing, etc. In order to accurately isolate most of these differences to determine their relative importance in a sale would require the use of what is known as a "paired sale" technique. In that process, two properties which are identical except for **one** feature (say time, for example) are compared. The difference in the unit value of comparison selected for analysis would then indicate if a property's value had increased or decreased over the time period between the sales. It is obvious that as two, three, four or more differences are added, the ability to accurately isolate differences and compare sales is diminished. Appraisers are required, in those instances, to use their training and experience to input subjective analysis to relate the sale property to the Subject Property.

Where market supported adjustments could be extracted, the comparative adjustments to the comparable sale properties are quantitative. When market data indicates relationships which cannot be quantified, a relative comparison analysis is used to examine the comparable sales to determine whether their characteristics are inferior, superior or equal to the Subject's.

Numerous land sales were located, analyzed and compared to the Subject site, with the sales summarized below selected as reflecting the greatest comparability to the Subject Property. On the following pages a Land Sales location Map and Land Sales Summary Chart can be found followed by a discussion of each land sale.

NUMBER OF UNITS: 37

UTILITIES: Central water and sewer to the site.

SALE ANALYSIS

PRICE PER GROSS ACRE: \$294,521
PRICE PER USABLE ACRE: \$507,874
PRICE PER UNIT: \$52,297

COMMENTS

This sale consists of two adjacent parcels of vacant land (107790-0010 & 107790-0110) that contain a total of 6.57± acres, of which 3.81± acres are considered to be usable. The two parcels together form an irregular shaped site and have frontage along the east side of Florida Avenue, south side of Julia Street, and the west side of the San Sebastian River.

The site has a split zoning of RG-2 and Open Land. At the time of sale the site had approvals for development of up to 36 multi-family units within 7 detached buildings, one detached single family residence, and their required site improvements such as parking and on-site retention. Included in the 37 units is the planned single family residential home site to be developed at the northeastern most portion of the Subject site which is zoned Open Land. This home site would directly front the San Sebastian River and the planned retention lake.

The City of St. Augustine purchased this site for construction of a public park. The site was not listed for sale at the time of purchase.

Confirmed with: Grantee and past appraisal

LAND SALE NO. 2**TRANSACTION DATA**

DATE: 8/13/2023
GRANTOR: M&B Brothers Properties LLC
GRANTEE: Arlington St. Augustine LLC
LISTING PRICE: \$5,200,000
O.R.BK/PAGE: 5812/1927
TERMS OF SALE: Cash to seller

PROPERTY DESCRIPTION

PARCEL # 086560-0000
LOCATION: North side of State Road 16, just east of Inman Road. The address is 2080 SR 16, St. Augustine, FL 32084.
ZONING: PUD, Planned Unit Development
LAND USE: Mixed Use District
SITE DIMENSIONS: Irregular shaped site containing 962± feet of frontage along the north side of SR 16.
SITE AREA: 18.54± gross acres; 18.54± usable acres

UTILITIES: Water, sewer, and electricity

SALE ANALYSIS

PRICE PER GROSS ACRE:	\$280,475
PRICE PER USABLE ACRE:	\$280,475
PRICE PER UNIT:	\$21,667

COMMENTS

This is the sale of the irregular shaped tract of land located along SR 16 and containing 18.54± acres or 807,602± square feet. The site contains approximately 962± feet of frontage along the north side of SR 16. The entire site is considered to be usable, and was partially cleared at the time of sale.

The site was zoned PUD, Planned Unit Development, and was approved for up to 240 dwelling units at a density of approximately 13 units per acre.

A number of older decapitated structures are located on the site, however, none were considered to attribute any value to the underlying land.

This site was listed for \$5,500,000.

Confirmed with: Craig Cunningham - Selling Agent

LAND SALE NO. 3**TRANSACTION DATA**

DATE: 11/18/2022
GRANTOR: Flagler College Inc
GRANTEE: Flagler Properties I LLC
SALES PRICE: \$11,000,000
O.R. BK/PAGE: 5667/1871
TERMS OF SALE: Cash to seller

PROPERTY DESCRIPTION

PARCEL # 098420-0020, 098420-0110 & 098420-0120
LOCATION: Northeast quadrant of SR-207 and Osceola Elementary Road, St. Augustine, St. Johns County, Florida 32084.
ZONING: PUD, Planned Unit Development
LAND USE: Residential-D & Mixed Use
SITE AREA: 34.03± gross acres; 31.27± usable acres
UTILITIES: Available

NUMBER OF UNITS: 272

SALE ANALYSIS

PRICE PER GROSS ACRE: \$323,244
PRICE PER USABLE ACRE: \$351,775
PRICE PER UNIT: \$40,441

COMMENTS

This sale consisted of three adjacent parcels of land (098420-0020, 0110 & 0120) located along the northwest side of SR 207, just north of SR 312. This property contains approximately 34.03 gross acres, of which approximately 31.27 acres are considered to be usable, with the remaining 2.76 acres being wetlands. The site has 220± feet of frontage along the northwest side of SR-207, and 440± square feet of frontage along the northeast side of Osceola Elementary Road. The site was heavily wooded at the time of sale.

This site was purchased for the future construction of a multi-family development which is proposed to contain approximately 272 multi-family units. The will be approximately 46 buildings which will contain between 4 to 7 units per building. Amenities such as a clubhouse, lakeside trail system, dog park, etc. will be available.

Confirmed with: Public records & past appraisal

LAND SALE NO. 4**TRANSACTION DATA**

DATE: 5/11/2023
GRANTOR: David C. Drysdale
GRANTEE: James Robinson et al
SALES PRICE: \$375,000
O.R. BK/PAGE: 5763/466
TERMS OF SALE: Cash to seller

PROPERTY DESCRIPTION

PARCEL # 093270-0001
LOCATION: Southeast corner of State Road 16 and Jardine Avenue, St. Augustine, FL 32084.
ZONING: RS-3
LAND USE: Residential Density-C
SITE AREA: 5.61± gross acres; 2.4± usable acres
UTILITIES: Available

NUMBER OF UNITS: 14

SALE ANALYSIS

PRICE PER GROSS ACRE: \$66,845
PRICE PER USABLE ACRE: \$156,250
PRICE PER UNIT: \$26,786

COMMENTS

This was the sale of an irregular shaped parcel of land containing 5.61± acres, of which 2.4± is considered to be usable uplands. This parcel has frontage along Jardine Avenue, Monterey Avenue, and Lavilla Avenue. This site is heavily wooded, and contains 3.21± acres of wetlands.

The site was zoned RS-3, which allows for a minimum lot area of 7,500 square feet. The Density C land use designation allows a maximum of 6.0 units per upland acres with PUD approvals. This would equate to a maximum of 14 units to be developed upon this site.

The property was listed for \$395,000, and spent approximately 400 days on the market.

Confirmed with: Sammy Hale - Listing agent with Superior Real Estate Services

LAND SALE NO. 5**TRANSACTION DATA**

DATE:	11/30/2021
GRANTOR:	4 th Street Fernandina Partners LLC
GRANTEE:	BorDan Development, LLC
SALES PRICE:	\$1,200,000
O.R. BK/PAGE:	2519/977
TERMS OF SALE:	Cash to seller

PROPERTY DESCRIPTION

PARCEL #	00-00-31-1800-0203-0000
LOCATION:	West side of South 4 th Street, just west of Olive Street, Fernandina Beach, Nassau County, FL 32034.
ZONING:	RG-1, Residential General-1
LAND USE:	High Density
SITE AREA:	5.40± gross acres; 5.40± usable acres
UTILITIES:	Available

NUMBER OF UNITS: 38

SALE ANALYSIS

PRICE PER GROSS ACRE: \$222,222
PRICE PER USABLE ACRE: \$222,222
PRICE PER UNIT: \$31,579

COMMENTS

This is the sale of a vacant land tract purchased for the development of a 38-lot townhome community. The development has extensive marsh frontage. South 4th Street is unimproved as it passes by the sale site.

This site has a zoning of RG-1, Residential General-1, and a future land use of High Density.

Confirmed with: Joseph Parrish - Listing agent with Summer House Realty

LAND SALE NO. 6



TRANSACTION DATA

DATE:	10/31/2023
GRANTOR:	St. Augustine Multi Holdings LLC
GRANTEE:	CCC-STA I LLC
LISTING PRICE:	\$4,000,000
O.R.BK/PAGE:	5850/1704
TERMS OF SALE:	Cash to seller

PROPERTY DESCRIPTION

PARCEL #	102760-0170
LOCATION:	East side of Rolling Hills Drive, approximately 1,200 feet south of SR 207.
ZONING:	PUD, Planned Unit Development
LAND USE:	Mixed Use District
SITE DIMENSIONS:	Quadrilateral shaped site containing 970± feet of frontage along the east side of Rolling Hills Drive.
SITE AREA:	33.20± gross acres; 22.21± usable acres

UTILITIES: Water, sewer, and electricity

SALE ANALYSIS

PRICE PER GROSS ACRE:	\$120,518
PRICE PER USABLE ACRE:	\$180,099
PRICE PER UNIT:	\$16,000

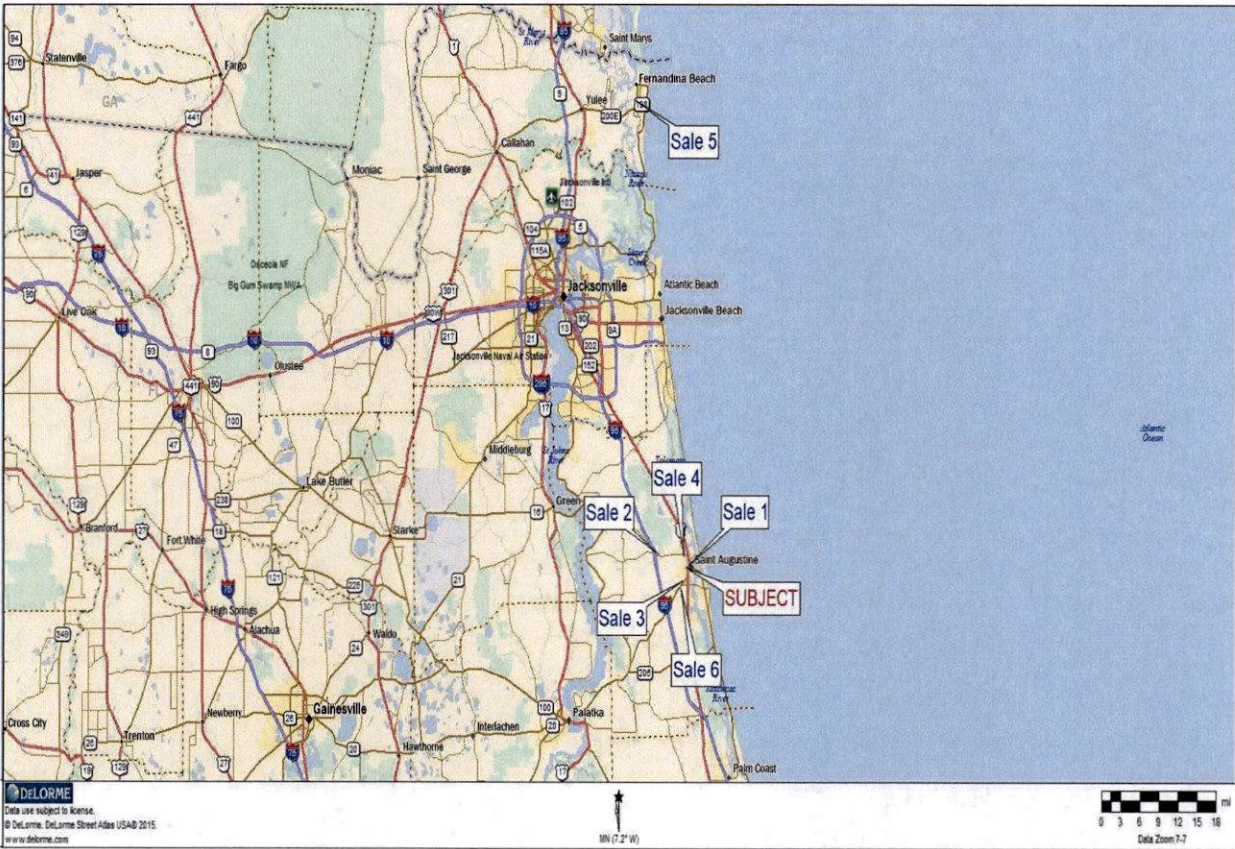
COMMENTS

This is the sale of the quadrilateral shaped tract of land located along Rollin Hills Drive and containing 33.20± gross acres, of which 5.53± acres consist of an FP&L easement and 5.46± acres are wetlands, leaving 22.21± acres to be developable. The site contains approximately 962± feet of frontage along the north side of SR 16. The site was heavily wooded at the time of sale.

The site was zoned PUD, Planned Unit Development, as a part of the TMI Rolling Hills PUD which includes a 2,500 seat movie theater anchored commercial development that fronts SR 207. This development was approved for up to 250 residential dwelling units.

Confirmed with: Tim Davis - Listing Broker with SVN Alliance (386) 566-4917

LAND SALES MAP



Discussion of Vacant Land Sales

The sales used to value the Subject are summarized below.

Sale No.	Subject	1	2	3	4	5	6
Sale Date		11/16/23	08/13/23	11/18/22	05/11/23	11/30/21	10/31/23
Sale Price		\$1,935,000	\$5,200,000	\$11,000,000	\$375,000	\$1,200,000	\$4,000,000
Property Data							
Land Area (Useable Acres)	1.48	3.81	18.54	31.27	2.40	5.40	22.21
Developable Units	23	37	240	272	14	38	250
Density (Units per Acre)	15.51	9.71	12.94	8.70	5.83	7.04	11.26
Zoning	RG-1	RG-2/OP	PUD	PUD	RS-3	RG-1	PUD
Land Use	R-Med	Res-Med	MU	Red-DMU	Res-C	HD	MU
Sale Price Per Unit		\$52,297	\$21,667	\$40,441	\$26,786	\$31,579	\$16,000

These sales were analyzed on a price per developable unit basis, and ranged in time from November of 2021 to November of 2023. The sales and ranged in size from 14 to 272 developable units.

The unit value considered most appropriate and referred to in this analysis is the price per developable unit. All sales are compared to the Subject and consideration has been given to differences in financing, market conditions, location, zoning/land use and physical characteristics such as size, shape and access.

Property Rights Conveyed

Each of the sales considered conveyed the right of the fee simple interest and no adjustments were necessary.

Adjustment for Financing

All of the comparables were purchased with conventional financing, cash or had financing which did not impact their sales prices. Therefore, no adjustments were made nor any cash equivalencies performed on the comparable sales.

Condition of Sale

All of the sales were arms length and did not require an adjustment for condition of sale.

Market Conditions

From early 2012 to the present, values appeared to have stabilized, with increases in rents and occupancy rates being experienced in most areas over the past three years, as demand has picked up. Market participants and active brokers who specialize in real estate like the subject are reporting that market conditions were improving, and property values were increasing. In, general, we tend to agree that overall market conditions were improving. Despite the Covid-19 pandemic, demand for residential land has still remained strong and residential market conditions

within the Subject's submarket have still been steadily improving. Brokers are of the opinion that value increases at a minimum of 6% to 10% per year were reasonable for the subject's market area, with the higher end of the range being for properties with water frontage/views. Therefore, an upward market condition adjustment of 10% per year was applied to the sales.

It should also be noted that beginning in March of 2022 the Federal Reserve started to raise its benchmark interest rate to combat inflation. Since this time the Federal Reserve has raised rates a total of 11 times, for a total rate hike since 2022 of 5.25%, bringing the overnight borrowing rate to its highest level in over 15 years. What overall impact these rate hikes have had on commercial real estate values is unclear at this time. However, in talking with commercial brokers in the area, it is clear that it has caused a slowdown in sales activity since the end of 2022, while at the same time values have continued to rise due to the lack of supply.

Location/Site Prominence

The Subject is located at the northeast corner of Florida Avenue and Evergreen Avenue, just north of W. King Street, and has marsh frontage along the San Sebastian River. Uses in the Subject's immediate area are mostly residential in nature, with most commercial uses being located along W. King Street to the south. The Subject neighborhood is easily accessible from US-1, King Street and SR-16, and is also within close proximity to downtown St. Augustine.

Sale 1 is located adjacent to the Subject's northern property line and was considered to be similar as compared to the Subject.

Sale 2 was located along SR 16 just east of Interstate 95, in an area that was considered to be inferior to the Subject as it is located well west of the downtown area. Therefore, this sale was adjusted upwards accordingly.

Sale 3 is located along SR-207, just north of SR-312, and just west of US Highway 1. This location was considered to be superior as compared to the Subject due to its highway frontage, requiring a downward adjustment.

Sale 4 is located along the southeast corner of SR 16 and Jardine Avenue. This location was considered to be similar as compared to the Subject. Therefore, no adjustments were necessary.

Sale 5 was located in Fernandina Beach, in an area considered to be slightly inferior to the Subject, requiring an upward adjustment.

Sale 6 was located along Rolling Hills Drive, just south of SR 207, in an area that was considered to be inferior to the Subject. Therefore, this sale was adjusted upwards accordingly.

Site View

As noted, the Subject site also has 250± feet of frontage along the marshes of the San Sebastian River. Sales 2, 3, 4 and 6 all required an upwards adjustment for their inferior views as compared to the Subject. Sales 1 & 5 also had a marsh/river views, thus no adjustment was required.

Number of Units

The comparables ranged in number of developable units from 14 to 272. Based upon holdings cost for developed lots, larger developments with longer projected sellout periods would expect to sell at a discount (bulk discount) to smaller developments with a much shorter sellout period. Therefore, an average sized project would tend to sell for a higher price per lot than a larger project with a longer projected sellout period, considering all other characteristics are equal. The sales were adjusted accordingly based on the differences in the number of units as compared to the Subject.

Density/Units per Acre

Based on our analysis we have assumed the Subject could be developed with the maximum density allowed under the RG-1 zoning district of 16.00 units per acre. All of the sales comparables were adjusted downwards their lower number of planned units per acre.

Site Utility/Parcel Shape

The Subject has a good developable shape which would not hinder the construction of future improvements. All of the sales had good frontage and visibility, and were considered to be similar as compared to the Subject in this aspect.

Access

Access to the Subject Property is provided via Evergreen Avenue, which is an asphalt paved two-lane roadway that runs in a east to west direction. However, the asphalt paving ends just before the Subject site, and would need to be extended a minimum of 100 to 130 feet for future multi-family development to take place. All of the comparables had paved roads as access at the time of sale, and each was adjusted downwards accordingly.

Zoning/Development Potential

Sales 1, 2, 3 and 6 had entitlements in place at the time of sale, requiring downward adjustments. All of the comparables were considered to be similar as compared to the Subject in this aspect.

Miscellaneous

No further adjustments were required.

Conclusion

The sales discussed above are considered the most similar to the Subject overall, and reflect the best available market data on which to base our estimate of land value. After adjustments, the sales ranged in price from \$27,000 to \$54,414 per unit, with the average price being \$37,842 per unit, and the median price being \$39,069 per unit. It should be noted that the adjusted range per unit is fairly wide, and reflects the fact that there are few comparables in the market place that were considered to be similar to the Subject overall.

Therefore, based on the above sales, but giving most weight to sales 1 and 5 for being the most similar overall, it is our opinion that the Market Value of the Subject site "as is" based on a maximum density of 23 residential units, is \$40,000 per unit, calculated as follows:

NUMBER OF UNITS	@	PRICE PER UNIT	=	INDICATED VALUE
23		\$40,000		\$920,000 Rd.

COMPARABLE LAND SALES ADJUSTMENT CHART

Sale No.	Subject	1	2	3	4	5	6
Sale Date		11/16/23	08/13/23	11/18/22	05/11/23	11/30/21	10/31/23
Sale Price		\$1,935,000	\$5,200,000	\$11,000,000	\$375,000	\$1,200,000	\$4,000,000
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Zoning	RG-1	RG-2/OP	PUD	PUD	RS-3	RG-1	PUD
Land Use	R-Med	Res-Med	MU	Red-DMU	Res-C	HD	MU
Sale Price Per Unit		\$52,297	\$21,667	\$40,441	\$26,786	\$31,579	\$16,000
Property Rights Conveyed		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Financing		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Conditions of Sale		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Market Condition Adjustment		7.00%	9.00%	17.00%	12.00%	27.00%	7.00%
Adjusted Unit Price Range		\$55,958	\$23,617	\$47,316	\$30,000	\$40,105	\$17,120
Physical Adjustments							
Location/Site Prominence		0.00%	30.00%	-10.00%	0.00%	20.00%	30.00%
Site View		0.00%	30.00%	30.00%	20.00%	0.00%	30.00%
Size - Number of Units		0.00%	25.00%	25.00%	-5.00%	0.00%	25.00%
Density Per Acre		-10.00%	0.00%	-10.00%	-15.00%	-10.00%	-5.00%
Site Shape/Utility		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Access		-10.00%	-10.00%	-10.00%	-10.00%	-10.00%	-10.00%
Zoning/Development Potential		-10.00%	-10.00%	-10.00%	0.00%	0.00%	-10.00%
Miscellaneous		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total Adjustment		-30.00%	65.00%	15.00%	-10.00%	0.00%	60.00%
Adjusted Price Per Unit		\$39,171	\$38,968	\$54,414	\$27,000	\$40,105	\$27,392
Avg. adjusted price Per Unit		\$37,842					
Med. Adjusted price Per Unit		\$39,069					

ADDENDA



QUALIFICATIONS - RONALD N. PACETTI

Resident of Florida since birth, licensed by Real Estate Commission, State of Florida since 1987.

Formal Education

Bachelor of Science in Business Administration, 1986 from
University of Florida, Gainesville, Florida.

Master of Arts in Real Estate, 1989 from University of
Florida, Gainesville, Florida.

Real Estate Education

University of Florida Courses, Sponsored by the Appraisal Institute:

Real Estate Analysis, 1986
Real Estate Law, 1988
Real Estate Feasibility, 1988
Real Estate Valuation I and II, 1987, 1989
Case Studies in Real Estate Valuation, 1989
Valuation Analysis and Report Writing, 1989
Real Estate Finance, 1988

Recent Courses and Seminars:

*3-Hour Florida Appraisal Laws and Regulations - October 2022
*Business Practices and Ethics - October 2022
*Cool Tools - New Technology for RE Appraisers - November 2022
*Comparative Analysis - November 2022
*7-Hour National USPAP Update Course - September 2022
**Small Hotel/Motel Valuation - September 2020
*Appraising Automobile Dealerships - August 2020
*Appraisal of Medical Office Buildings - August 2020

QUALIFICATIONS - RONALD N. PACETTI - Continued

Memberships and Professional Affiliations

Member Appraisal Institute, MAI Designation 9277, 1992
Licensed Real Estate Salesman 0490317, State of Florida
State Certified General Appraiser Licensed No. RZ 677, State of Florida

Appraisal Experience

Started Pacetti Appraisal Services in July, 1994.
Appraiser, Clark, Hunter & Associates, March, 1992 to June, 1994.
Associate Appraiser, Callaway & Price, Inc., May, 1988 to February, 1992.
Staff Appraiser, Dub Clark & Associates, March, 1987 to August, 1987.

Types of Properties Appraised

Appraisals made on the following types of property throughout the State of Florida for individuals, attorneys, insurance companies, banks, corporations, government agencies, and mortgage companies.

Acreage	Medical Buildings
Apartment Buildings	Mobile Home Parks
Bed and Breakfast	Office Buildings
Commercial Buildings	Office Condominiums
Condemnation	Recreation Leases
Condominiums (Individual	Residences
Units and Discounted	Radio Towers
Sellouts of Total	Service Stations
Projects)	Shopping Centers
Country Clubs	Special Purpose
Duplexes	Store Buildings
Easements	Subdivisions
Farms	Vacant Commercial Land
Foreclosures	Vacant Industrial Land
Golf Courses	Warehouses
Industrial Buildings	R.V. Parks

QUALIFICATIONS - RANDALL A. PACETTI

Resident of Florida since birth, State-Certified General Real Estate Appraiser by the Florida Real Estate Appraisal Board, State of Florida since 2017.

Formal Education

Bachelor of Science in Business Real Estate, 2011 from
University of Central Florida, Orlando, Florida.

Real Estate Education

University of Central Florida Courses:

Fundamentals of Real Estate, 2010
Real Estate Law, 2010
Real Estate Appraisal & Valuation, 2010
Commercial Real Estate Finance, 2010
Real Estate Investment Analysis, 2011
Real Estate Development, 2011
Advanced Topics in Real Estate, 2011
Real Estate Internship, 2011

IFREC, Institute of Florida Real Estate Careers, Inc.:

USPAP, Uniform Standards of Professional Appraisal Practice, 2012

Memberships and Professional Affiliations

State-Certified General Real Estate Appraiser No. RZ 3911, State of Florida

Appraisal Experience

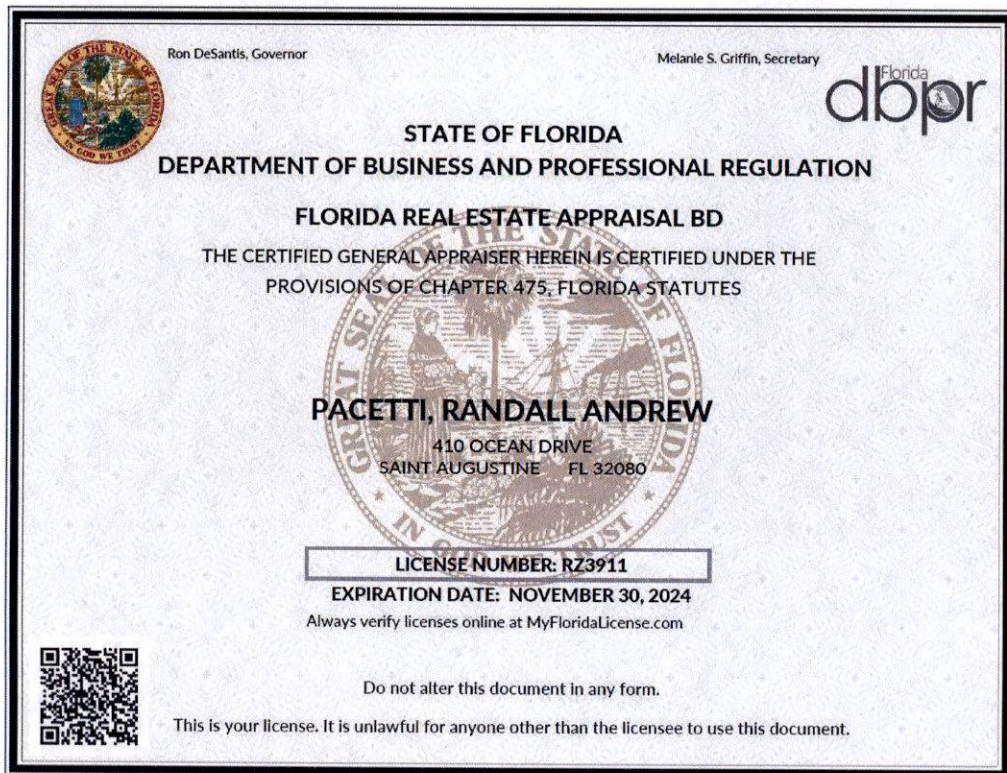
Staff Researcher, Pacetti Appraisal Services Inc., May, 2011 to November, 2012.
Staff Appraiser, Pacetti Appraisal Services Inc., November, 2012 to present.

Types of Properties Appraised

Appraisals made on the following types of property throughout the State of Florida for individuals, attorneys, insurance companies, banks, corporations, government agencies, and mortgage companies.

Acreage	Medical Buildings
Apartment Buildings	Office Buildings
Bed and Breakfast	Office Condominiums
Commercial Buildings	Shopping Centers
Condominiums	Store Buildings
Foreclosures	Vacant Commercial Land
Industrial Buildings	Vacant Industrial Land

APPRAISER LICENSES



City of St. Augustine Conservation Program

Property Nomination Form

ARE YOU THE PROPERTY OWNER? YES X NO

If no, please fill out the Agent Authorization Form at the bottom of this form (last item).

A. PROPERTY OWNER/AGENT CONTACT INFORMATION:

Name: Jorge and Rachel SobenesDesme

Address:

812 Cooper St

St Augustine, FL 32084

Phone: 904.338.3419 Email: jsobenesdesme@gmail.com

B. PROPERTY INFORMATION

Parcel Owner: Jorge and Rachel SobenesDesme

Parcel Address:

Several parcels totaling 17 lots on Evergreen Ave and Smith St

Including 250 feet of waterfront along the San Sebastian intracostal river

Full Parcel Identification Number(s) (not required):

1034700000, 1034800000, 1034900000, 1035200000,
1035300000, and 1035400000

Are you proposing to sell the entire parcel? YES X NO

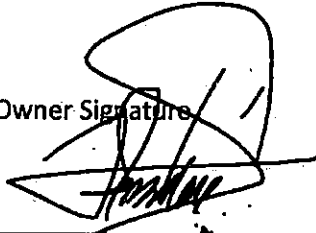
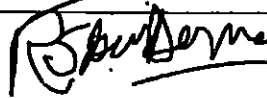
WILLING SELLER STATEMENT

By signing below, I hereby express my desire to have my property considered for acquisition under the City of St. Augustine's Conservation Program. I express my willingness to sell my property after successful negotiations.

Owner Name (Printed)

Owner Signature

Jorge SobenesDesme
Rachel SobenesDesme

AUTHORIZATION TO ENTER PROPERTY

I, Jorge & Rachel SobenesDesme, the owner or the owner's representative of the property described below agree that from the date this Authorization is executed, staff from the City of St. Augustine, upon reasonable notice, shall have the right to enter the property located at

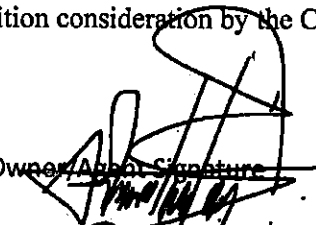
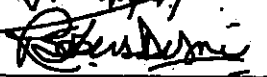
All parcels identified above

for the purposes of evaluating the property for acquisition consideration by the City of St. Augustine's Conservation Program.

Owner/Agent Name (Printed)

Owner/Agent Signature

Jorge Sobenesdesme
Rachel SobenesDesme

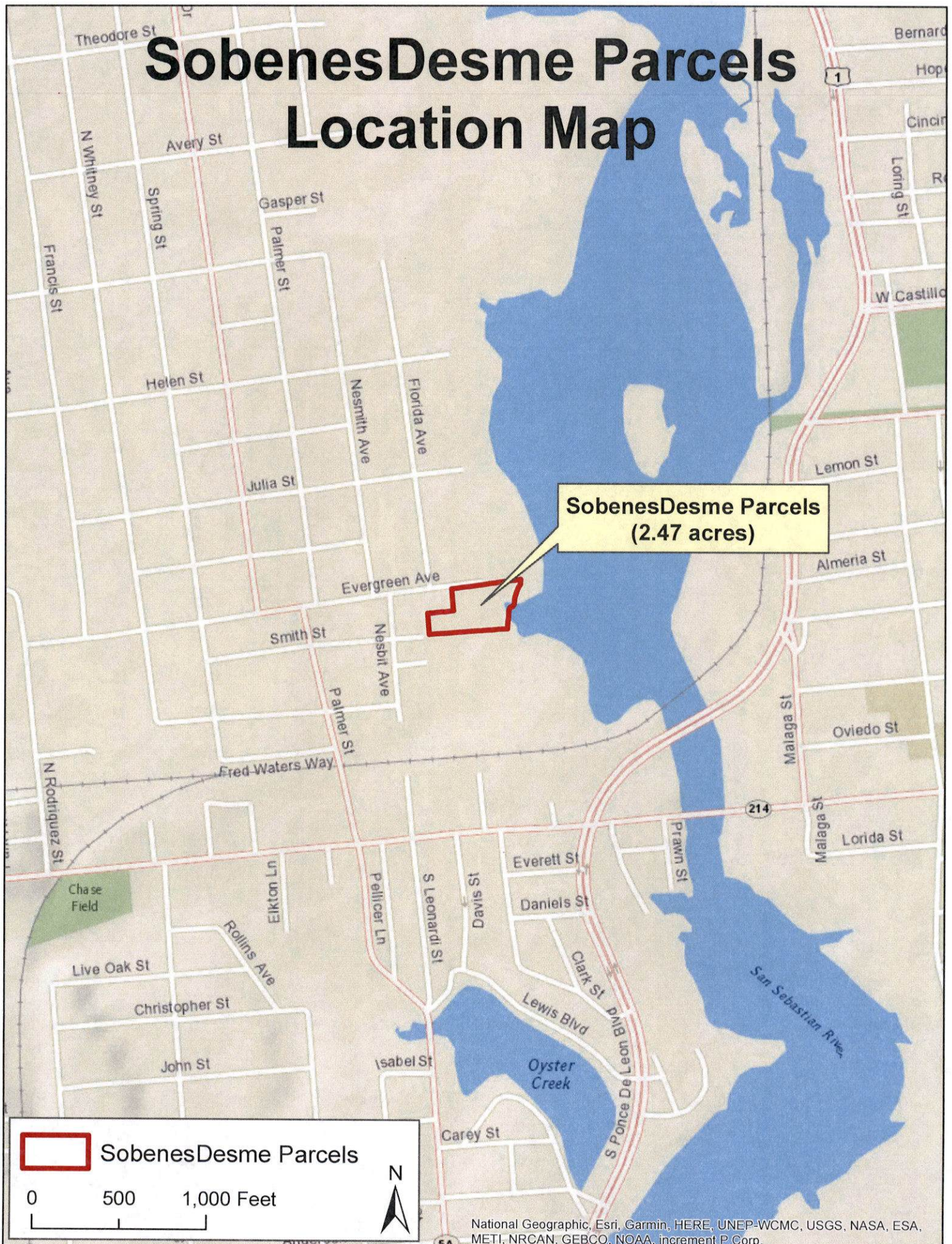
Date: 3/28/24

City of St. Augustine Conservation Program Selection Matrix

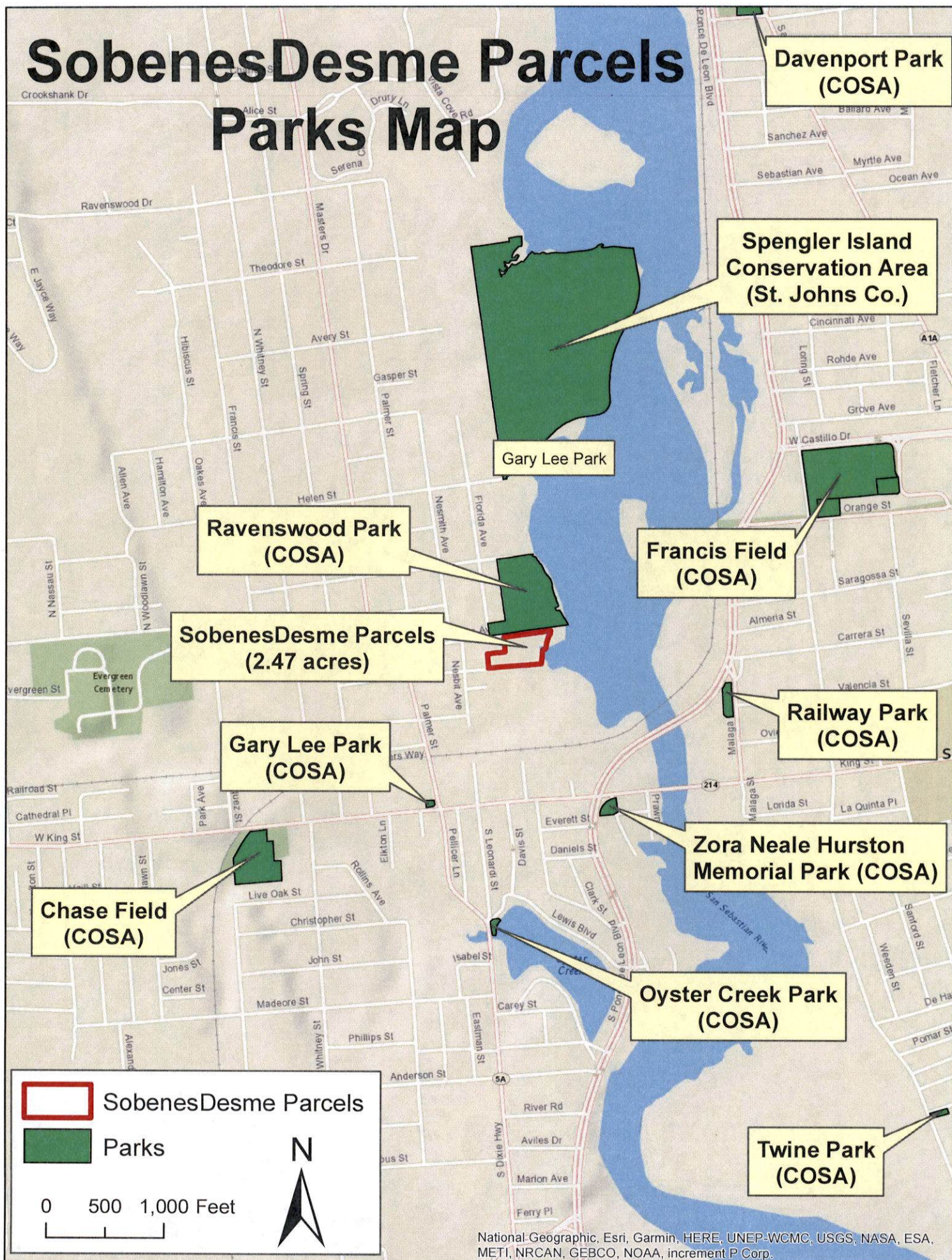
Owner	Parcel ID #	Neighborhood	Acres

CATEGORY	CRITERIA	SCORE (0-5)
Resiliency	Provides flood protection and/or floodplain management benefits.	
Ecosystem Services	Provides ecosystem services for the community.	
Natural Resources	Preserves/protects ecological diversity and habitat.	
	Preserves/protects hydrological resources.	
Cultural Resources	Preserves/protects prehistoric resources (archaeological).	
	Preserves/protects historic resources.	
	Located within a National Register of Historic Places boundary.	
Open Space/Recreation	Provides passive, resource-based recreation opportunities.	
	Provides public water access.	
Acquisition	Listed on other acquisition priority lists (potential cost share).	
	Likelihood for grant funding.	
Management/Maintenance	Level of non-native invasive plant species infestation (5 = no infestation).	
	Operational costs (5 = low cost).	
Special Value	Exceptional uniqueness or quality.	
	Provides connectivity to an adjacent public parcel.	
TOTAL SCORE		

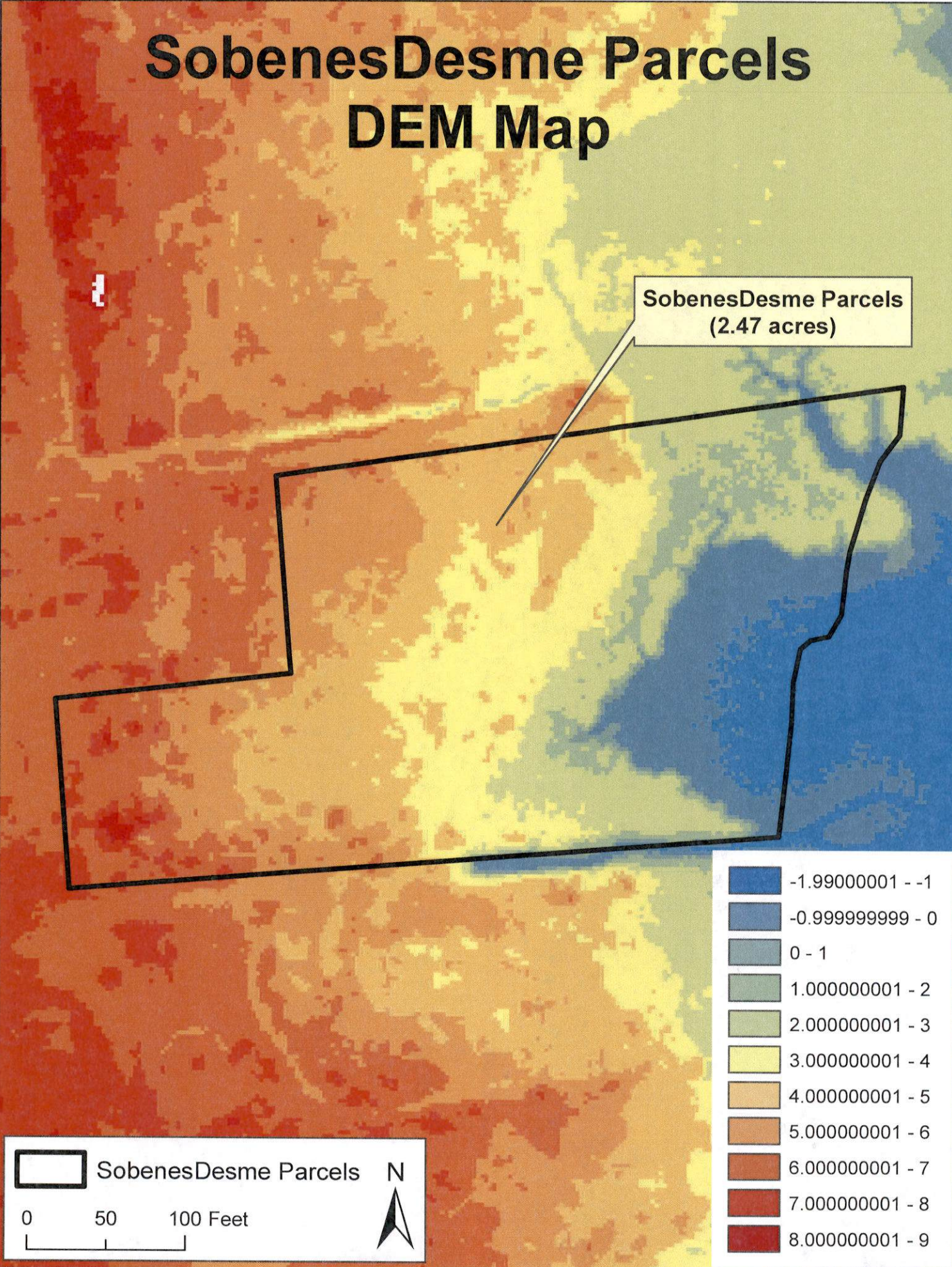
SobenDesme Parcels Location Map



SobenesDesme Parcels Parks Map

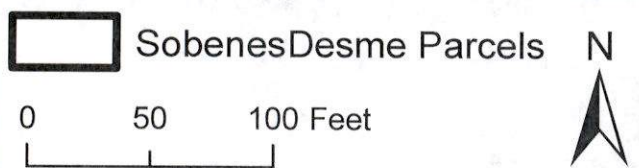


SobenesDesme Parcels DEM Map

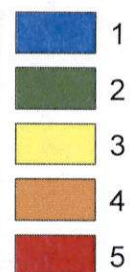


SobenesDesme Parcels Storm Surge Map

SobenesDesme Parcels
(2.47 acres)



Storm Surge Hurricane Category



SobenesDesme Parcels Floodplain Map

SobenesDesme Parcels
(2.47 acres)

X

AE

AE



SobenesDesme Parcels

0 50 100 Feet



FEMA Floodplain

Zone

- A
- AE
- X

SobenesDesme Parcels Cultural Resources Map

Florida Ave

Evergreen Ave

Smith St

SobenesDesme Parcels
(2.47 acres)

-  High Probability
-  Low Probability
-  Medium Probability

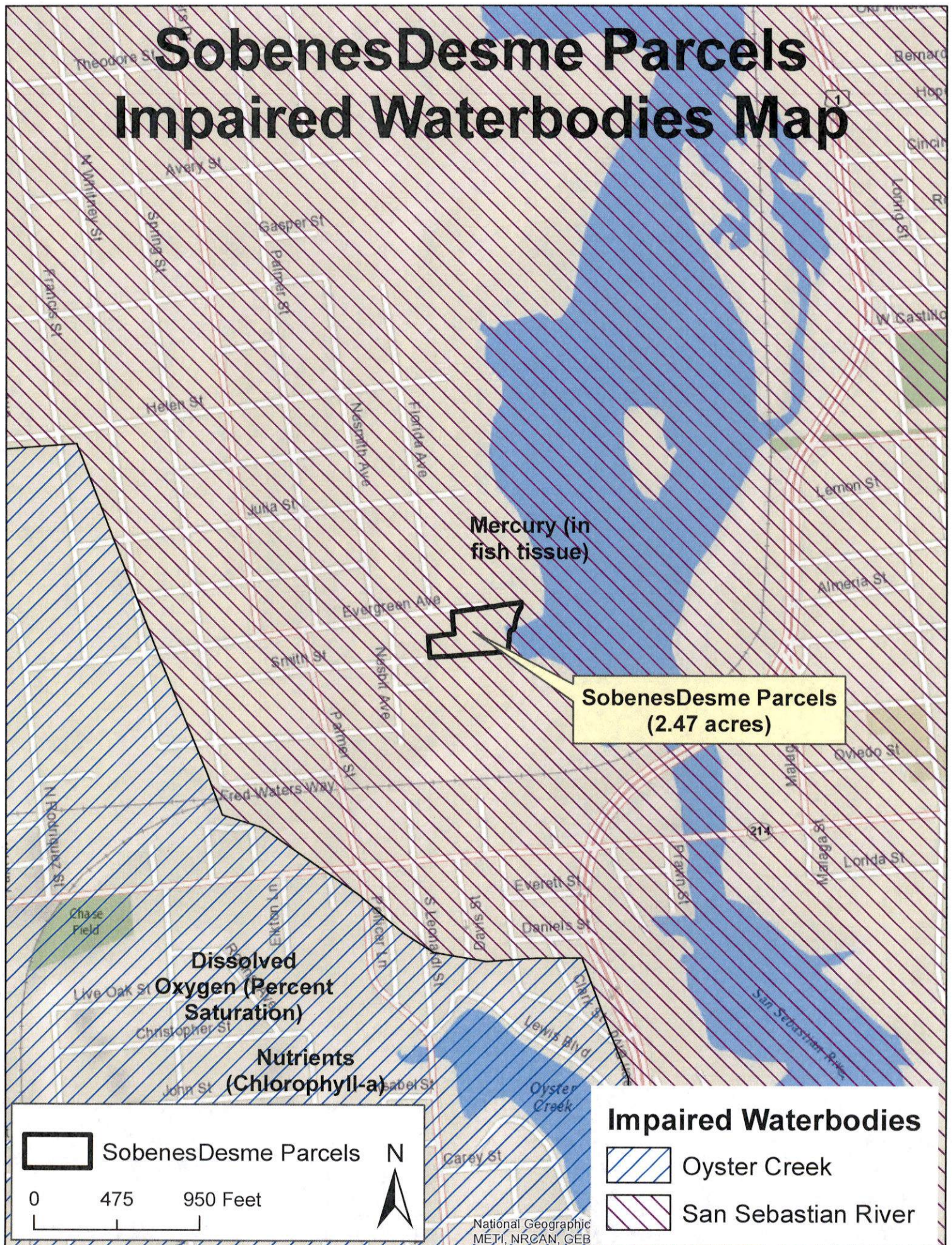
-  StJohns Structures
-  StJohns_Bridges
-  StJohns_Cemeteries
-  StJohns_NRListed
-  StJohns_ResourceGrps
-  StJohns Sites

SobenesDesme Parcels

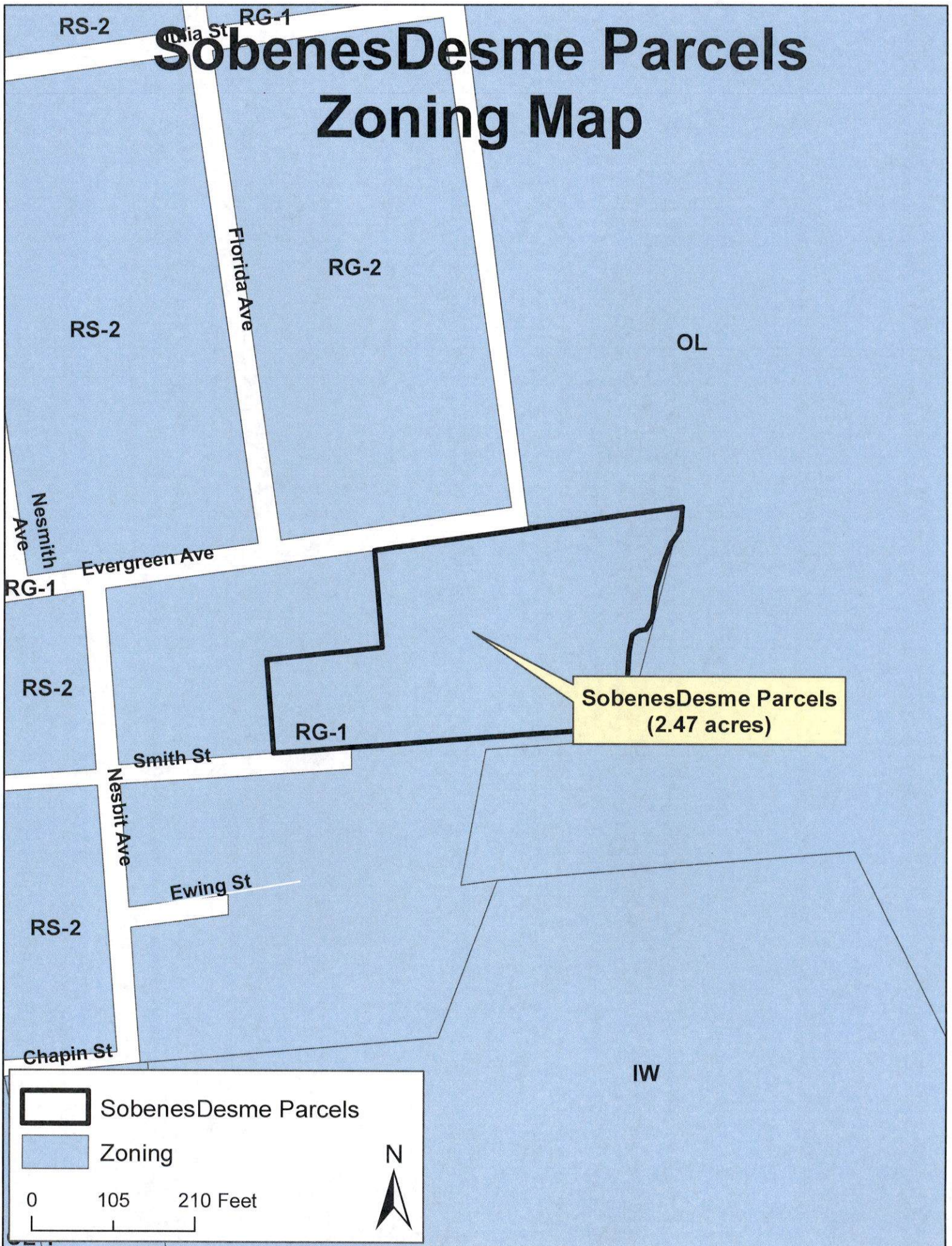
0 50 100 Feet



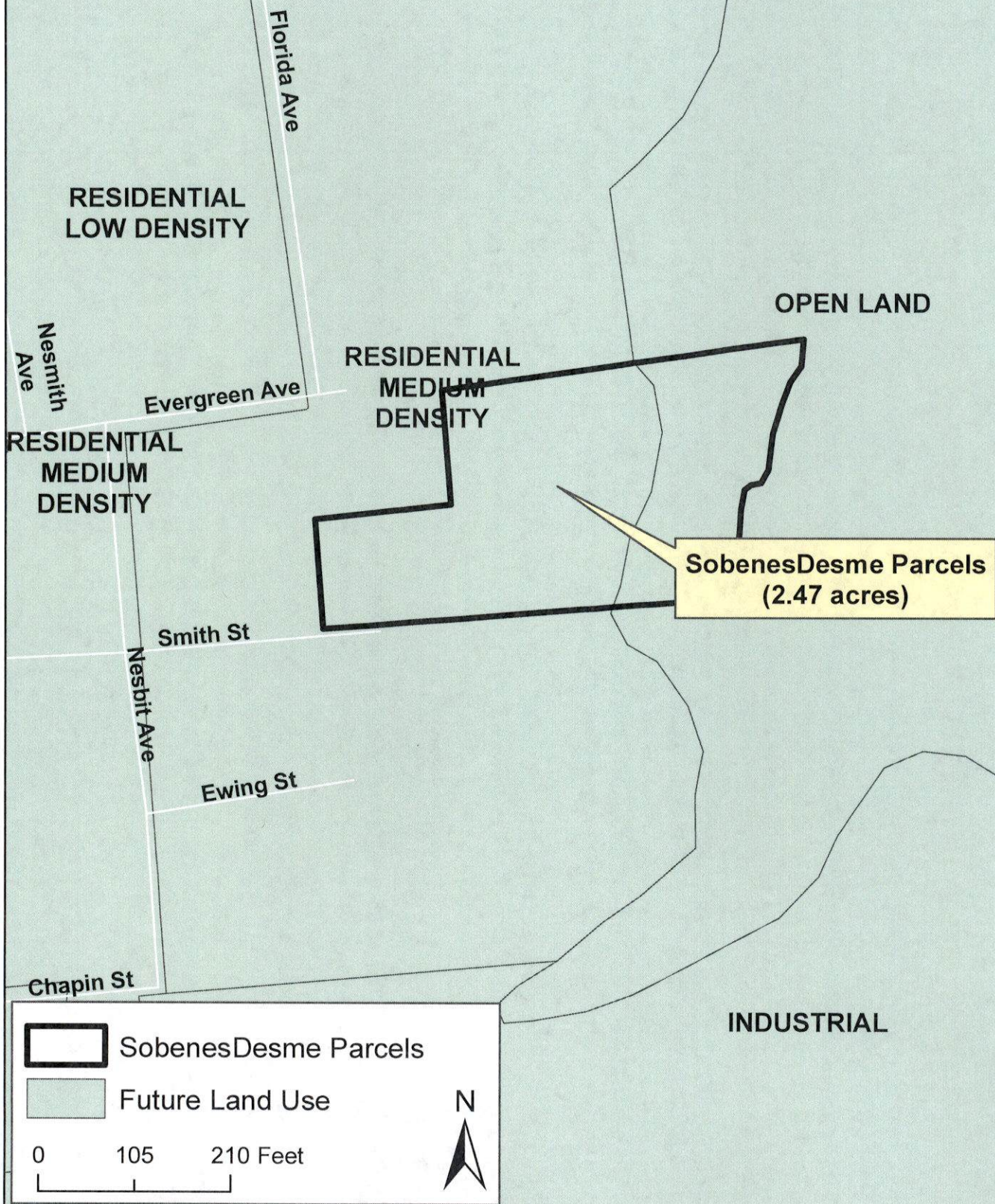
SobenesDesme Parcels Impaired Waterbodies Map



SobenesDesme Parcels Zoning Map



SobenesDesme Parcels Future Land Use Map



SobenesDesme Parcels 1942 Aerial

Florida Ave

Evergreen Ave

Smith St

Nesbit Ave

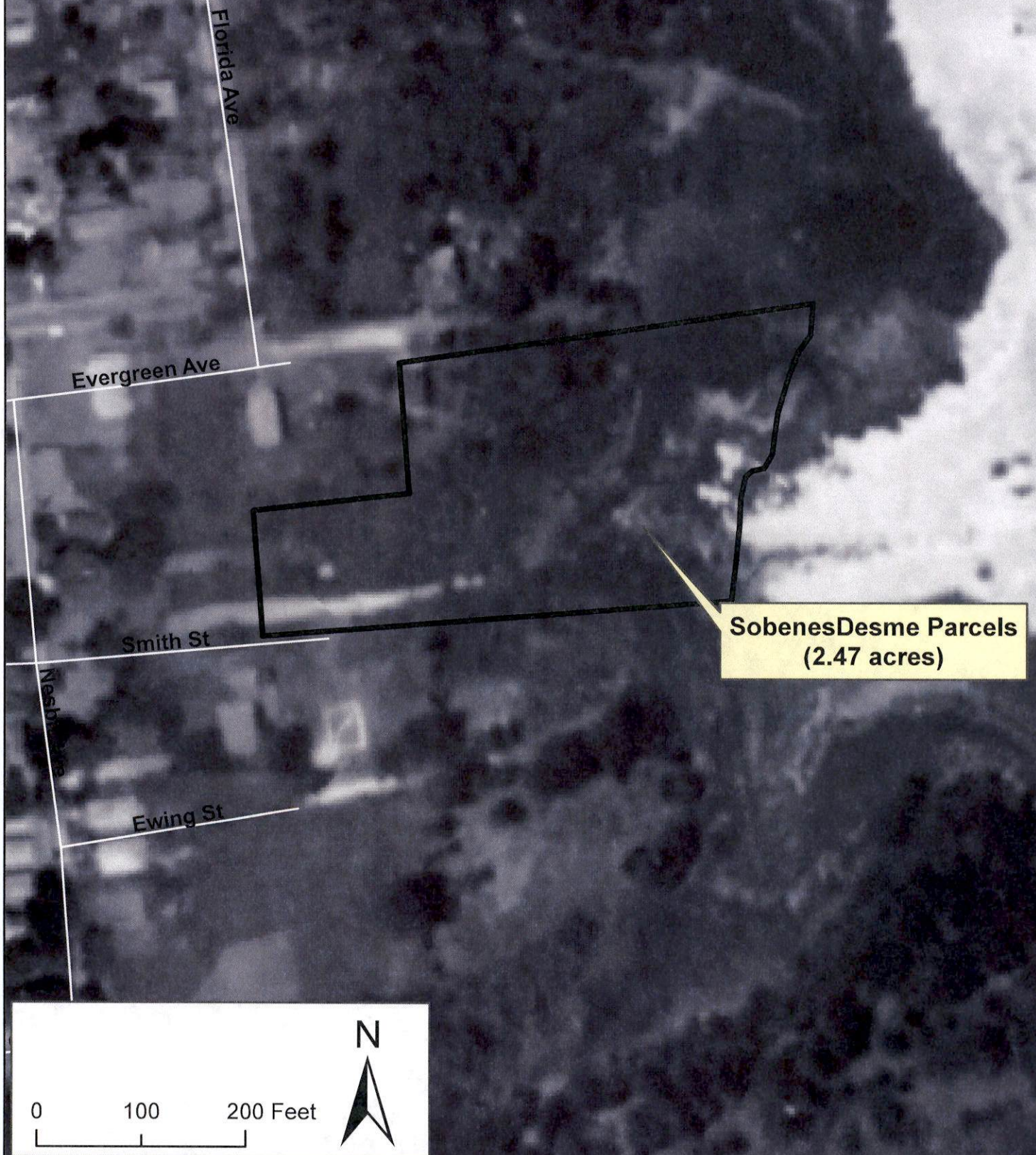
Ewing St

SobenesDesme Parcels
(2.47 acres)

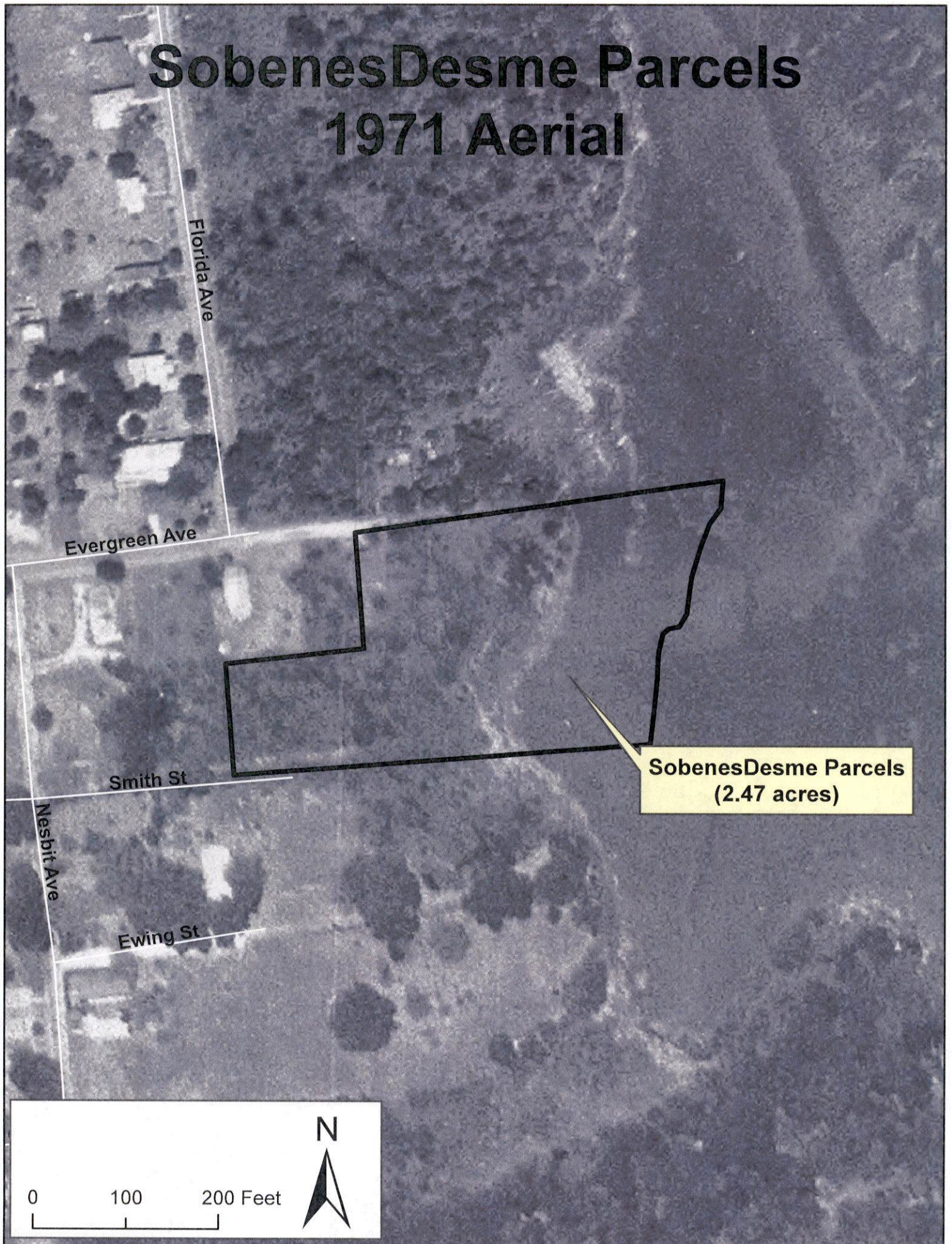
0 100 200 Feet



SobenDesme Parcels 1960 Aerial



SobenDesme Parcels 1971 Aerial



SobenesDesme Parcels 1980 Aerial

Florida Ave

Evergreen Ave

Smith St

Nesbit Ave

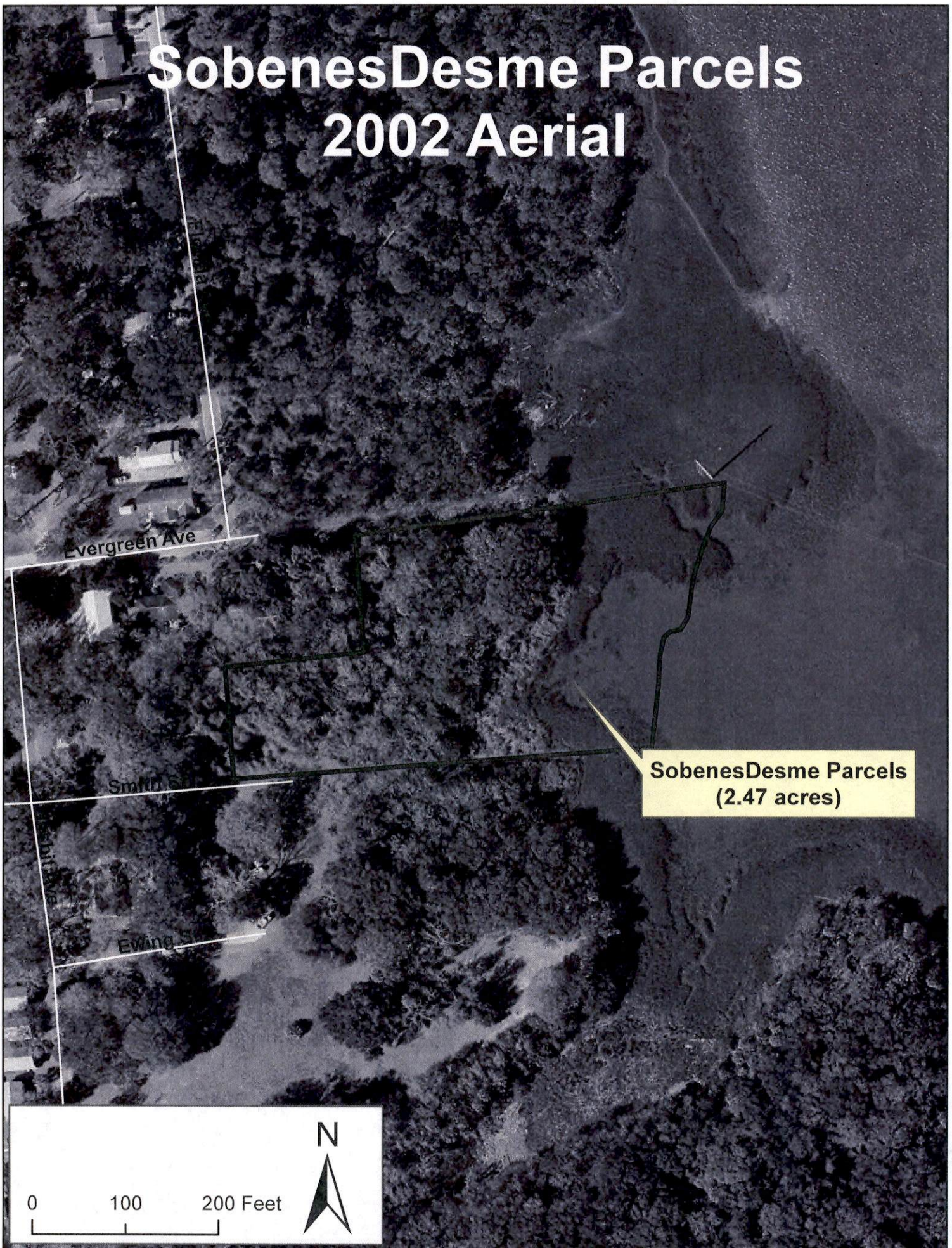
Ewing St

SobenesDesme Parcels
(2.47 acres)

0 100 200 Feet



SobenesDesme Parcels 2002 Aerial



SobenesDesme Parcels 2022 Aerial



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

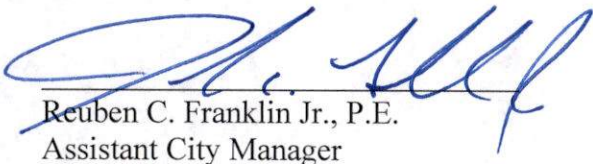
DATE: August 28, 2024

RE: Resolution 2024-35 Approves the Purchase of Approximately 0.97 Acres of Land
Located at the Southwest Corner of Christopher Street and Sidney Street

On July 22, 2024, the City Commission was presented ranked properties to consider for purchase and this property (Parcel ID 1236500000) was not selected to move forward using conservation funds, however, there is a critical piece of the City's stormwater system that traverses the parcel, and it is beneficial for the City to own this asset. There are no existing easements for the conveyance ditch located on the property and staff would like to utilize stormwater funds to acquire the property. A property appraisal has been performed with a total land value of \$160,000.00.

Resolution 2024-35 is authorization to purchase the property and identifies the City Manager as the City's representative for the real estate transaction, if you choose to purchase the property.

If you have any questions, please let me know.



Reuben C. Franklin Jr., P.E.
Assistant City Manager

Attachments: Resolution 2024-35
Property Appraisal
Property Application Package

RESOLUTION 2024-35

A RESOLUTION OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA APPROVING THE PURCHASE OF APPROXIMATELY 0.97 ACRES OF LAND LOCATED AT THE SOUTHWEST CORNER OF CHRISTOPHER STREET AND SIDNEY STREET (PARCEL ID 1236500000) AND AUTHORIZING CITY MANAGER DAVID BIRCHIM TO ACT AS THE CITY REPRESENTATIVE FOR THIS TRANSACTION

WHEREAS, the City maintains a stormwater system to manage the runoff from rainfall on surfaces that don't absorb water such as roads; and

WHEREAS, there is 0.97 acre privately owned parcel which contains a critical stormwater system conveyance ditch that drains a larger residential area; and

WHEREAS, it is beneficial for the City to own the property that the conveyance ditch traverses for maintenance and future improvements; and

WHEREAS, this proposed transaction complies with Section 2-2 *Real estate acquisition procedures* of the Municipal Code of Ordinances.

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

Section 1: The City Commission of St. Augustine, Florida hereby authorizes the City Manager to proceed with negotiations and due diligence in an amount not to exceed the appraised value of \$160,000.00 and associated customary costs. The transaction is contingent on funding being available in the City's stormwater fund.

ADOPTED in Regular Session of the City Commission for the City of St. Augustine, Florida, this 9TH day of September, 2024.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA

Darlene Galambos, City Clerk
(Seal)

Nancy Sikes-Kline, Mayor-Commissioner

REUBEN FRANKLIN JR., P.E.
ASSISTANT CITY MANAGER OF THE CITY OF ST. AUGUSTINE

Ronald N. Pacetti, MAI
State-Certified General Real Estate Appraiser RZ 677
Pacetti Appraisal Services Inc.

PACETTI APPRAISAL SERVICES

Real Estate Appraisers and Consultants

Ronald N. Pacetti, MAI
State-Certified General Real Estate Appraiser
RZ 677

August 6, 2024

Mr. Reuben Franklin Jr.
Assistant City Manager - City of St. Augustine
P.O. Box 210
City of St. Augustine, 32085

Property Desc. : Appraisal of the vacant residential site consisting of two buildable lots.
Property Location : Located at the southwest corner of Christopher Street and Sidney Street, St. Augustine, FL 32084.

Dear Mr. Franklin:

At your request, we have made an investigation and analysis of the above mentioned property. The purpose of this investigation and analysis was to provide the following opinions of value for the Subject Property:

- Market Value As-Is

The property rights appraised are the rights of the Fee Simple Interest.

The Subject Property was inspected on July 26, 2024.

The Subject Property consists of vacant land that contains 42,253± gross square feet or 0.97± gross acres. There is a drainage ditch with surrounding wetlands which runs through the Subject site, essentially splitting the site in half. In its current state, the site could be developed with up to two homesites (see extraordinary assumption). The site is rectangular shaped, and contains 252± feet of frontage along the south side of Christopher Street and 169± feet of frontage along the west side of Sidney Street. The site is heavily wooded with trees and thick underbrush. All site sizes and dimensions were taken from the St. Johns County Property Appraiser and are subject to a survey.

The Subject Property is zoned RS-2, Residential Single-Family 2, and the future land use is Residential Low Density by The City of St. Augustine, FL.

This appraisal is intended to comply with the reporting requirements set forth under Standards Rule 2 of the Uniform Standards of Professional Appraisal Practice for a Appraisal Report. As such, it presents a summary discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's value estimate. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client. The appraiser is not responsible for unauthorized use of this appraisal report.

Mr. Franklin
Page Two,

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable state appraisal regulations. The appraisal is also prepared in accordance with the appraisal regulations issued in connection with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

This appraisal was not made, nor was the appraisal rendered on the basis of a minimum requested valuation, specific valuation, or an amount which would result in the approval of a loan.

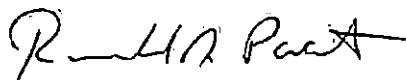
Therefore, subject to the definition of Market Value as set forth in this report, it is our opinion that the "as is" Market Value of the Fee Simple Interest in the Subject Property, as of July 26, 2024, is:

ONE HUNDRED SIXTY THOUSAND DOLLARS
(\$160,000)

Thank you for the opportunity to be of service to you in this matter.

Respectfully submitted,

PACETTI APPRAISAL SERVICES INC.

A handwritten signature in black ink, appearing to read "R. N. Pacetti", with a stylized flourish at the end.

Ronald N. Pacetti, MAI
State-Certified General Real Estate Appraiser RZ 677

File #2024-71

EXECUTIVE SUMMARY

PROPERTY TYPE : Vacant residential land - two buildable lots

LOCATION : Located at the southwest corner of Christopher Street and Sidney Street, St. Augustine, FL 32084.

DATE OF VALUE : July 26, 2024

DATE OF APPRAISAL : August 6, 2024

PURPOSE OF APPRAISAL : To provide the following opinions of value for the above referenced property:

- “As Is” Market Value - Fee Simple Interest

PROPERTY DESCRIPTION : The Subject Property consists of vacant land that contains 42,253± gross square feet or 0.97± gross acres. There is a drainage ditch with surrounding wetlands which runs through the Subject site, essentially splitting the site in half. In its current state, the site could be developed with up to two homesites. The site is rectangular shaped, and contains 252± feet of frontage along the south side of Christopher Street and 169± feet of frontage along the west side of Sidney Street. The site is heavily wooded with trees and thick underbrush. All site sizes and dimensions were taken from the St. Johns County Property Appraiser and are subject to a survey.

ZONING : RS-2, Residential Single-Family-2, by the City of St. Augustine, FL.

FUTURE LAND USE : Residential Low Density by the City of St. Augustine, FL.

VALUE OPINIONS
(As of 7-26-24)

“AS IS” MARKET VALUE
FEE SIMPLE INTEREST : \$160,000

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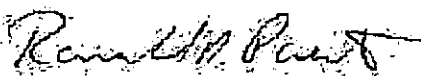
ADDENDA

QUALIFICATIONS OF THE APPRAISERS

CERTIFICATION

We certify that, to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- Ronald N. Pacetti has made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the persons signing this certification.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Ronald N. Pacetti has completed the continuing education program for Designated Members of the Appraisal Institute.



Ronald N. Pacetti, MAI
State-Certified General Real Estate Appraiser RZ 677

LIMITING CONDITIONS

1. Title to the property is assumed to be good and marketable and the legal description correct.
2. No responsibility for legal matters is assumed. All outstanding taxes, liens, mortgages, or other encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management.
3. It is assumed that surveys and/or plat furnished to or acquired by the appraiser and used in the making of this report are correct. The appraiser has not made a land survey or caused one to be made and, therefore, assumes no responsibility for their accuracy. If a survey and/or plat is not furnished or acquired the local property appraiser's records were used and were assumed to be correct.
4. All information in this report has been obtained from reliable sources. We cannot, however, guarantee or be responsible for the accuracy of information furnished by others. We have assumed that all information furnished by others is correct and complete, up to date and can be relied upon, but no warranty is given for its accuracy. We do not accept responsibility for erroneous information provided by others. We assume that no information that has a material effect on our appraisal has been withheld.
5. Unless otherwise stated, the opinion of value included in our report excludes any additional value attributable to goodwill, or to fixtures and fittings which are only of value, in situ, to the present occupier. We have made no allowance for any plant, machinery or equipment unless they form an integral part of the building and would normally be included in a sale of the building. We do not normally carry out or commission investigations into the capacity or condition of services being provided to the property. We assume that the services, and any associated controls or software, are in working order and free from defects. We also assume that the services are of sufficient capacity to meet current and future needs.
6. Subsurface rights (minerals, water, and oil) were not separately evaluated in making this appraisal.
7. The comparable sales data relied upon in this appraisal are believed to be from reliable sources; however, it was not possible to inspect the comparables completely, and it was necessary to rely upon information furnished by others as to said data, therefore, the value conclusions are subject to the correctness and verification of said data.
8. We inspected, as far as possible, by observation the land and the improvements thereon; however, it was not possible to personally observe conditions beneath the soil or hidden structural components within the improvements. Likewise, no tests were made on the roof, mechanical, plumbing or electrical systems. Unless otherwise stated, no representations are made as to geotechnical conditions of the land or the quality and condition of the roof, heating, cooling, ventilating electrical and plumbing equipment.
9. Unless otherwise stated in this report, the existence of hazardous substances were not called to our attention nor did we become aware of such during our inspection. We have no knowledge of the existence of such materials on or in the property unless otherwise stated. However, we are not qualified to test such substances or conditions. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in the field or environmental impacts upon real estate if so desired..

10. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the author, particularly as to the valuation conclusions, the identity of the appraiser or firm with which he is connected, or any reference to the Appraisal Institute.
11. We may have reviewed available flood maps and may have noted in the report whether the property is generally located within or out of an identified Special Flood Hazard Area. However, we are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property. Any opinion of value we include in our report assumes that floodplain and/or wetlands interpretations are accurate.
12. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether it is in compliance with the ADA. We claim no expertise in ADA issues and render no opinion regarding the compliance of the property with ADA regulations.
13. We assume that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in the report is based.
14. It is assumed that the property is in compliance with all applicable federal, state and local laws, ordinances, regulations, building standards, use restrictions and zoning unless the lack of compliance is stated in the appraisal report. Determining and reporting on such compliance were not part of the scope of work for this assignment.
15. It is assumed that all water, sewer facilities, and utilities (whether existing or proposed) are or will be in good working-order, are safe for use, and are or will be sufficient to serve the current or proposed uses of the subject property or any structures or other improvements. Determining and reporting on such matters were not part of the scope of work for this assignment.
16. We have not made any investigation of the financial standing of actual or prospective tenants unless specifically noted in the report. Where properties are valued with the benefit of leasing, we assume, unless we are informed otherwise, that the tenants are capable of meeting their financial obligations under the leases, all rent and other amounts payable under the leases have been paid when due, and that there are no undisclosed breaches of the leases.
17. We are not required to testify or provide court-related consultation or to be in attendance in court unless we have agreed to do so in writing.
18. The distribution of the total valuation in this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and building must not be used in conjunction with any other appraisal and are invalid if so used.
19. This appraisal/inspection is not a home/building inspection, structural inspection, or pest inspection. By preparing this report, the appraiser is not acting as a home/building inspector, structural engineer, or pest inspector. In performing the limited inspection of this property, areas that were readily accessible were visually observed and the review is superficial only. This inspection is not technically exhaustive and does not offer warranties or guarantees of any kind. It is advised to have the structure inspected by an inspector that offers such warranties or guaranteed inspection if there is any concern regarding adverse or negative conditions

In addition to the general special assumptions and limiting condition outlined in this report, the above value is subject to the following extraordinary assumptions and hypothetical conditions:

Extraordinary Assumption

An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.

1. There is a drainage ditch with surrounding wetlands which run through the Subject site, essentially splitting the site in half. We were not provided with a wetland study depicting exact wetland boundary lines or the size estimate (sf) of this area. However, in speaking with the City of St. Augustine officials it was determined that the site, in its current condition, could be developed with up to two homesites. Should subsequent information prove this information to be inaccurate, we reserve the right to amend our value conclusion accordingly. The use of this extraordinary assumption may have affected assignment results.

Hypothetical Condition

A hypothetical condition is a condition contrary to known fact on the effective date of the appraisal but is supposed for the purpose of analysis.

1. None



VIEW OF THE SUBJECT SITE FROM SIDNEY STREET



VIEW OF THE SUBJECT FROM CHRISTOPHER STREET



**VIEW OF THE DRAINAGE DITCH RUNNING THROUGH THE
SUBJECT SITE**



**VIEW OF THE SUBJECT SITE FROM THE CORNER OF
SIDNEY STREET AND CHRISTOPHER STREET**



**VIEW LOOKING NORTH DOWN SIDNEY STREET
WITH THE SUBJECT ON THE LEFT**



**VIEW LOOKING EAST DOWN CHRISTOPHER STREET
WITH THE SUBJECT ON THE RIGHT**



AERIAL VIEW OF THE SUBJECT PROPERTY

Scope of Work – Information Analyzed

The Subject Site was inspected including on and off-site improvements, roadways, visible easements, site conditions, drainage, utilities available, and site accessibility.

Photographs taken during the site inspection include the following:

- The Subject Site
- Roadways, and site access

Market Data Analyzed

Gathered and analyzed social, economic, governmental and environmental data from the St. Johns County area and the Subject's immediate submarket.

Data sources include: municipal Planning Departments, LoopNet, CoStar and the St. Augustine MLS.

Specific Data

Specific data relate to the property being appraised and to comparable properties. These data include legal, physical, locational, cost and income and expense information about the properties and the details of comparable sales.

Data gathered and analyzed pertaining to the subject property included zoning information, building plans, and site plans. Competitive property data included purchase prices, site size, zoning information and intended use of property.

Competitive Supply and Demand

Competitive supply and demand data relate to the competitive position of the property in its future market. Supply data include inventories of existing and proposed competitive properties, vacancy rates, and absorption rates. Demand data may consist of population, income, employment, and survey data pertaining to potential property users.

Demand was analyzed using current and projected population figures and historic demand based on comparable properties. Supply was analyzed using primary data gathered and confirmed during the assignment.

Scope of Work - Appraisal Method and Techniques Employed

The following appraisal methods and techniques were considered in the analysis of the Subject Property:

Cost Approach

Due to the Subject being vacant land, the Cost Approach was not considered applicable to provide a credible opinion of value.

Sales Comparison Approach

The sales comparison approach had good information available for critical analysis. This approach is generally considered to be a reliable indicator of value when the data available closely corresponds to the location, age, size and quality of the property being appraised, since it reflects the interaction of buyers and sellers in the market place. The sales approach was utilized to derive an opinion of the market value for the Subject Property.

Income Approach

Due to the Subject being vacant land, the income approach was not considered applicable to provide a credible opinion of value.

Reconciliation

The Sales Comparison Approach to value is the only approach utilized.

Report Type

This Appraisal Report is in conformance with Standard Rule 2 Report Options of the Uniform Standards of Professional Appraisal Practice, effective January 1, 2024. As such, the report presents summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation has been retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated in this report.

GENERAL INFORMATION**Purpose of the Appraisal**

The purpose of this investigation and analysis was to provide the following opinions of value for the Subject Property:

- Market Value As-Is - Fee Simple

Effective Date of Value

The effective date of this appraisal is July 26, 2024, which is the date the Subject Property was last inspected.

Intended User/Client of the Appraisal

The intended client and user of this appraisal is Mr. Reuben Franklin Jr., P.E. - Assistant City Manager of the City of St. Augustine, and/or assigns.

Intended Use of the Appraisal

The appraisal report is intended to be used by the client for their internal decision making needs.

Market Value

Section 1110 of Financial Institutions Reform, Recovery, and Enforcement Act's (FIRREA) instructions to the Office of Thrift Supervision use the definition of Market Value below as developed by the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation, and adopted by the Appraisal Foundation's Uniform Standards of Professional Appraisal Practice.

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated;
- b. both parties are well informed or well advised, and acting in what they consider their own best interests;
- c. a reasonable time is allowed for exposure in the open market;
- d. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Exposure Time

According to The Dictionary of Real Estate Appraisal, 7th Edition, Exposure Time is:

“An opinion, based on supportive market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.”

Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. The estimate for exposure time in this report was based on statistical information from market data and interviews with market participants. From this analysis and discussion, it is estimated that the appropriate exposure time associated with the Market Value Opinion within this report would be 6-12 months.

Marketing Time:

According to The Dictionary of Real Estate Appraisal, 7th Edition, Marketing Time is:

“An opinion of the amount of time to sell a property interest at the concluded market value, or at a benchmark price during the period immediately after the effective date of an appraisal”

Marketing time differs from exposure time, which is always presumed to precede the effective date of appraisal. Considerations for estimating the marketing time are similar to that of the exposure time with the addition of any anticipated changes in market conditions. Since the market conditions are estimated to follow historical trends into the foreseeable future, it is estimated that the appropriate marketing time associated with the Market Value Opinion within this report would be 6-12 months. This estimate assumes that the appraised property is placed on the open market, aggressively marketed and competitively priced. This estimate is based upon discussions with real estate brokers active within the local market.

Interest Appraised

The interest appraised is the Fee Simple Interest.

Fee Simple Estate

The fee simple estate is defined in The Dictionary of Real Estate Appraisal, 7th Edition as:

"The absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Leased Fee Interest

The leased fee interest is defined in The Dictionary of Real Estate Appraisal, 7th Edition as:

“the ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.”

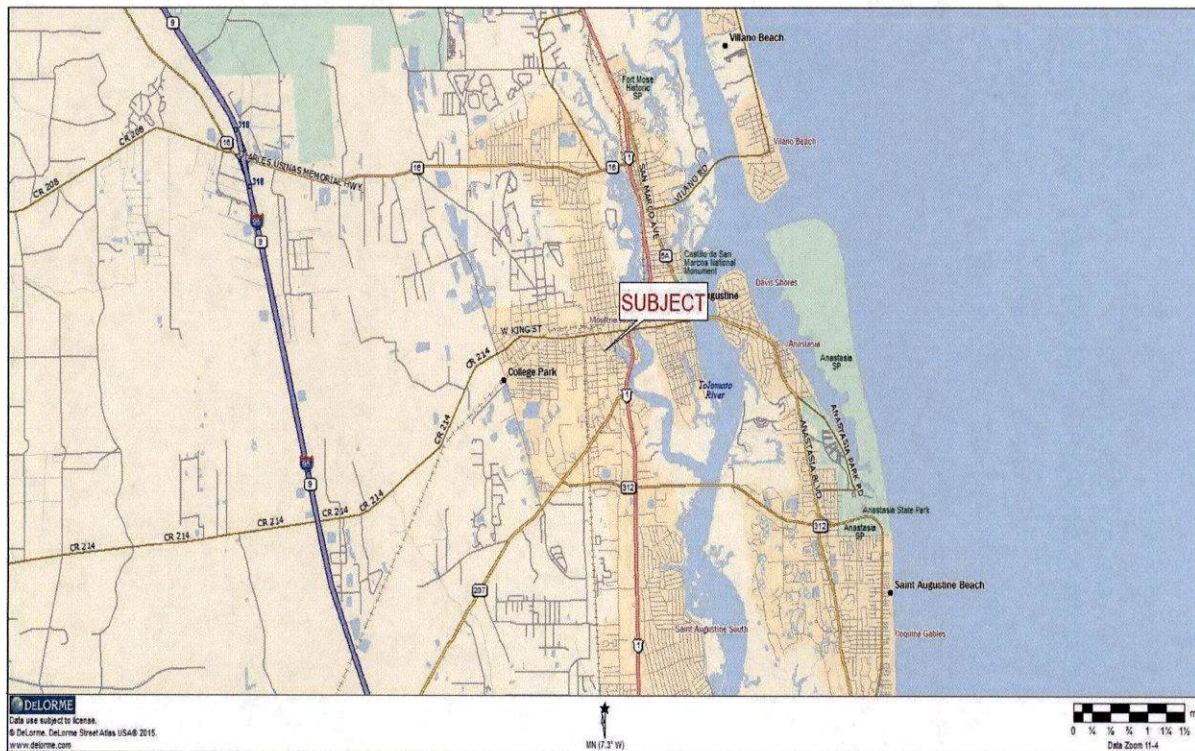
LEGAL DESCRIPTION - A survey was not provided and therefore the following legal was taken from the most recent quit claim deed recorded in OR Book 5616, Page 349.

LOT FIVE (5) OF BLOCK EIGHT (8), EAST HALF OF HUERTAS GRANT SUBDIVISION, SECTION 45, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, ACCORDING TO MAP OF NEW AUGUSTINE, DATED 1918, IN THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

NEIGHBORHOOD DATA

The Subject Property is located at the southwest corner of Christopher Street and Sidney Street, St. Augustine, St. Johns County, Florida. This area is approximately 90% built-up. A neighborhood is defined in terms of common characteristics, trends and groupings of similar or complementary land uses. The Subject Neighborhood may be delineated as follows:

- Northern Boundary - State Road 16
- Southern Boundary - SR 312
- Eastern Boundary - U.S. Highway 1 South
- Western Boundary - Holmes Blvd.



The primary east/west traffic routes through the Subject's Neighborhood are State Road 312, State Road 207 and King Street. State Road 312 is a limited access roadway connecting State Road 207 to the west, and Anastasia Island and Highway A1A to the east. The primary commercial development along this road is centered around its intersection with US Highway 1.

State Road 207 is a four-lane paved highway that begins at US Highway 1 and runs west through Hastings to Palatka. State Road 207 also has an interchange with I-95, leading directly into the main commercial and residential areas of Saint Augustine. Uses along this roadway, in the Subject's neighborhood are mostly secondary support commercial uses.

King Street (CR 214) is a commercial thoroughfare that runs in an east/west direction through the Subject neighborhood. It connects to the Bridge of Lions, which in turn provides travel to and from the Anastasia Island area and the beach's area. King Street is a two-lane roadway which terminates (becomes CR 214) on its west end at Holmes Boulevard, approximately one mile west

of the Subject Property. It should be noted that King Street is one of the main entrance points into the Downtown Historical District. King Street east of US Highway 1 consists of restaurants, Flagler College, Casa Monica Motel, the Lightner Building, retail shops, and commercial buildings. The Casa Monica Hotel, which contains 136 rooms and was completed in December 1999, is a full service luxury hotel that is located in the former county courthouse building. The Lightner Building is home to the Lightner Museum, City Hall as well as various other retail shops and government offices. Additionally, within one mile east of the Subject is Flagler College, which is a private college that has seen its student population grow from 160 students in 1971 to 2,600± enrolled this year.

King Street becomes less developed commercially heading west and turns into CR 214 approximately 1.5 miles west of the Subject. Uses in the Subject's immediate vicinity include the City of St. Augustine water treatment plant followed by the FEC railway to the north, various retail buildings to the east, to the south and west is the City of St. Augustine Fleet Maintenance Facility. Other uses in the immediate area include various commercial uses along either side of King Street, as well as older single family residences to the west, and a number of properties owned by the City of St. Augustine.

Also to the east of the Subject, across the San Sebastian River, is an area known as Lincolntown. The Lincolntown area, which is essentially residential in nature, is approximately 90% built-up. The Lincolntown area occupies a 140± acre area and it has been granted status on the National Register of Historic Places. Most of this area is developed with older, single and multi-family dwellings, some of which are in fair to average condition. However, it should be noted that ever since the City announced its intentions to develop the San Sebastian Tract in the early 1990's, a major revitalization effort in this neighborhood has taken place. The revitalization effort included the renovation of many of the older single and multi-family residences, as well as the renovation of a number of businesses located along Washington and Riberia Street.

The primary north/south roadway through the Subject Neighborhood is US Highway 1, which is a primary central roadway connecting Saint Augustine to Jacksonville to the north and other parts of Florida to the south. US Highway 1 is a four and six-lane divided highway, which is commercially developed through most of the Saint Augustine area. US Highway 1 experienced substantial commercial development during the 1970's and 1980's. The commercial corridor along US Highway 1, from Lewis Point Road north to the city limits, is nearly 100% built-up. Commercial uses include shopping centers, restaurants, fast food restaurants, gas stations, convenience stores, retail stores, office buildings, branch banks, medical buildings, car dealerships, two hospitals and a marina. This road is six-lanes from State Road 312, south, to Lewis Point Road.

South Dixie Highway and Masters Drive are both secondary north/south roadway through the neighborhood. It is along these roadways where a majority of the industrial/service oriented businesses are located. Property uses along these roads include a mixture of scattered residential dwellings, commercial developments, office buildings, a nursing home, and apartments.

Southwest of the Subject Property is the SR 207/Holmes Blvd. intersection. It should be noted that St. Johns County finished creating a St. Augustine bypass along Holmes Blvd., from State Road 207 to State Road 16 in 2007. The budgeted cost of creating this bypass was estimated at \$3.4 million, and includes the cost of paving Holmes Blvd., north of Murray Middle School, as

well as acquiring additional land for drainage, retention and road right-of-way. This roadway is the primary western passage way for local traffic between State Road 207 and State Road 16. This bypass is an attempt by the county to alleviate some of the traffic along U.S. Highway 1, and it should greatly increase the traffic along the Holmes Blvd., through the Subject's neighborhood.

This bypass road is considered to be a temporary replacement for the proposed 312 extension project, which is planned to eventually loop State Road 312 from State Road 207, north, past State Road 16 up to US 1 North. The projected path of this corridor bisects the Subject Site, and the State of Florida has already purchased a 250' right-of-way that runs through the site from Holmes Blvd. to Northwood Drive. While the 312 extension has been talked about for many years, only the one mile stretch from SR 207 to Holmes Blvd. is on the State's five year plan, even though the State has been acquiring right-of-way for other segment of this project. According to the most recent news release, so far, just a one-mile two-lane piece of the road from SR 207 to Holmes Blvd. is expected to get funding in the next five years. Construction on that segment began in 2022 for \$10.2 million. It was also indicated that the stretch from SR 16 to U.S. 1 is not expected to being until 2040.

Conclusion

In conclusion, the Subject Property's location within the neighborhood is considered good because of its proximity to the downtown historical district. The overall downtown neighborhood has a steadily increasing tourism business. It is a fairly desirable area for residential development.

The Subject neighborhood is over 90% built-out. Due to the past growth that has taken place in this neighborhood and the unavailability of vacant land in the area, property values are expected to see increases which will, at least, keep pace with inflation during the foreseeable future. A careful search of the immediate and general Neighborhood did not reveal any adverse influences or conditions which would diminish the value of the Subject Property.

PROPERTY DATA

Location	Located at the southwest corner of Christopher Street and Sidney Street, City of St. Augustine, FL 32084.		
Zoning	The Subject is zoned RS-2, Residential Single Family-Two, by the City of St. Augustine, FL. RS-2, Residential Single Family-Two, allows for single family dwellings and single-family type uses. Maximum lot coverage is 30%.		
Future Land Use	The City of St. Augustine's Comprehensive Plan is in compliance with the Florida Growth Management Act of 1985 and supersedes the city's existing zoning code; however, both must be in basic agreement with each other. This land use plan designates the Subject Property as being Residential Low Density. This is consistent with the zoning of the property.		
Site Size & Shape	The Subject Property consists of vacant land that contains 42,253± gross square feet or 0.97± gross acres. The site is rectangular shaped, and contains 252± feet of frontage along the south side of Christopher Street and 169± feet of frontage along the west side of Sidney Street. The site is heavily wooded with trees and thick underbrush. All site sizes and dimensions were taken from the St. Johns County Property Appraiser and are subject to a survey.		
Access	Access to the Subject Property is provided via Sidney Street and Christopher Street. Each are two lane neighborhood thoroughfares.		
Utilities	Water	-	City of St. Augustine
	Sewer	-	City of St. Augustine
	Electric Service	-	Florida Power & Light
	Law Enforcement	-	City of St. Augustine Police Dept.
Property History	According to the St. Johns County Tax Rolls, the Subject Property is currently listed under the ownership of Carol L. Fredman. It should be pointed out that a complete title history of the Subject Property was not undertaken or conducted by the appraiser, nor was one provided. However, in conjunction with a cursory study of the public records of St. Johns County, FL, it appears that there have been no other title ownership transfers over the past three years.		
	Current Listings or Contracts		
	None to the best of our knowledge.		

Property Taxes

According to the St. Johns County Property Appraiser's Office, the Subject was assessed under parcel # 123650-0000. The 2023 Market Value was \$82,800, and the Assessed Value/Taxable Value was also \$82,800. The taxes for 2023 were \$1,562.59, based on the 2023 millage rate of 18.8720. The 2024 market value shows an increase to \$102,300. The projected 2024 values would not be effective till November 1, 2024.

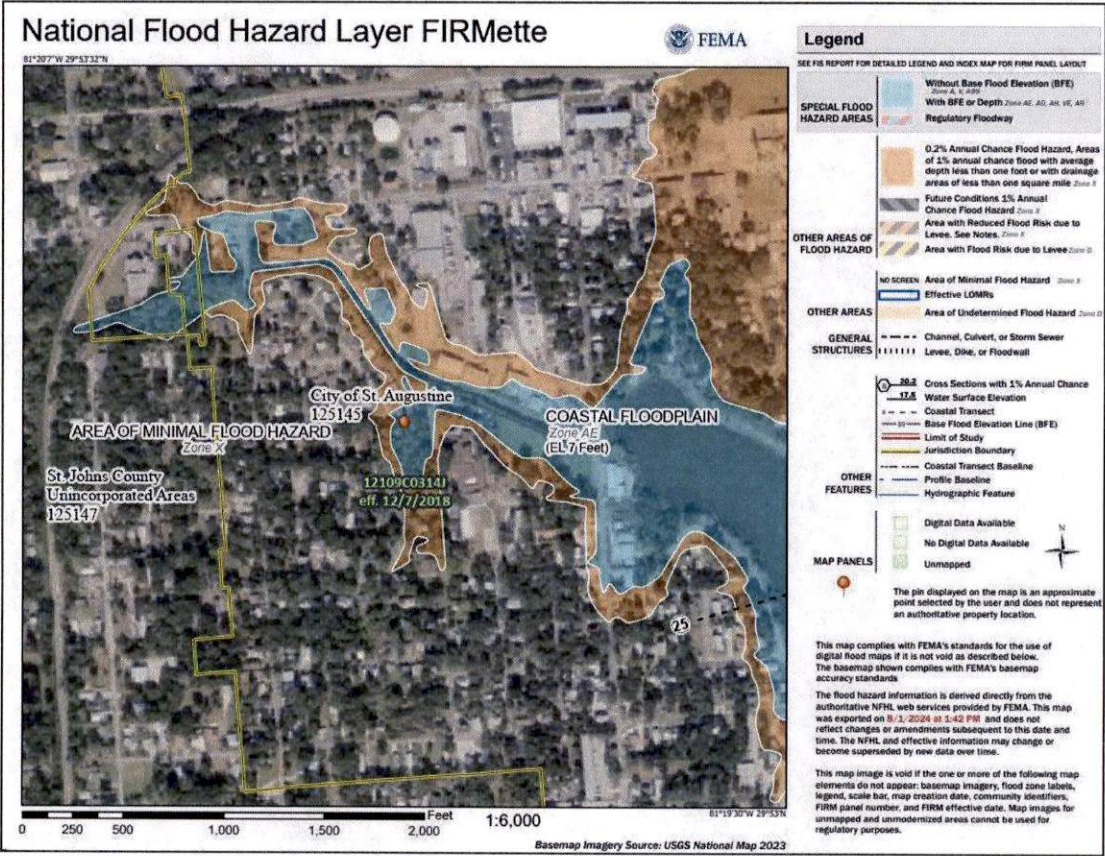
No delinquent taxes were noted.

Below is a copy of the tax assessment map with the subject highlighted in blue.



Flood Zone

According to map panel 12109C0314J, dated December 7, 2018, the Subject site partially lies within Flood Zone AE and flood insurance would most likely be required. See Flood Zone map below.



HIGHEST AND BEST USE

The market is the final arbiter of market value. One crucial determinant of value in the market is the highest and best use analysis. The market value of land/site and of an improved property are both developed under the assumption that potential purchasers will pay prices that reflects their analyses of the most profitable use of the land and the property as improved.

As per The Appraisal of Real Estate 15th Edition, Highest and Best Use is defined as:

“the reasonably probable and legal use of vacant land or an improved property that is physically possible, legally permissible, appropriately supported, financially feasible and that results in the highest land value”

The highest and best uses of land and improved properties are selected from various alternative uses. The highest and best use conclusions provide the basis for the market value analysis. Thus, the remainder of the valuation process is conducted in relation to these conclusions. Consequently, it is essential that the highest and best use conclusions be related to the motivations of the market. In determining the highest and best use, it is necessary to study the following four factors:

1. **Physically Possible (adaptable uses):** The adaptability of the site and/or improvements to be used. The uses that are physically possible on the subject site or in the subject improvements, given the physical characteristics revealed by property analysis. Size, shape, area, terrain, utility, capacity and availability of public utilities, surrounding land use patterns, topography or subsoil conditions, and physical condition affect the uses to which land may be developed.
2. **Legally Permissible (allowable uses):** The uses that are permitted under existing zoning, private restrictions (long-term lease or deed restrictions), building codes, historic district controls, environmental regulations, etc.
3. **Financially Feasible (appropriate uses):** Among legally permitted and physically possible uses for the subject property, those considered appropriate and feasible, given the characteristics revealed by market, market area, and property analysis. Those uses that produce any net return to the owner, or a positive net present value.
4. **Maximally Productive (most profitable uses):** Among appropriate or financially feasible uses for the subject property, those that will produce the highest present value.

These criteria are often considered sequentially. The tests of physical possibility and legal permissibility must be applied before the remaining tests of financial feasibility and maximum productivity. A use maybe financially feasible but this is irrelevant if it is physically impossible to construct that use or if such a use is not legally permitted. Only when there is a reasonable possibility that one of the prior unacceptable conditions can be changed is it appropriate to proceed with the analysis.

Highest and Best Use as VacantPhysically Possible:

The Subject Property consists of vacant land that contains 42,253± gross square feet or 0.97± gross acres. There is a drainage ditch with surrounding wetlands which runs through the Subject site, essentially splitting the site in half. In its current state, the site could be developed with up to two homesites. The site is rectangular shaped, and contains 252± feet of frontage along the south side of Christopher Street and 169± feet of frontage along the west side of Sidney Street. Also, during the inspection we observed existing developments in the immediate area which have been developed on land with similar physical characteristics to that of the Subject site. The previously existing improvements and surrounding developments are the best proof that the site can support development. It is our opinion that it is physically possible to develop the Subject site.

Legally Permissible:

As previously discussed, the Subject has a zoning of RS-2, Residential Single Family 2. This district allows for single family dwellings and single-family type uses. Maximum lot coverage is 30%.

The legally permissible uses for the Subject site were considered to include those under the RS-2 zoning designation.

Financially Feasible:

Located at the southwest corner of Christopher Street and Sidney Street, in an area predominately developed with single family uses. Uses in the Subject's immediate area consist of primarily older single family residences. There is also an ESE school to the immediate east.

Without an in-depth feasibility study and additional market data, which is beyond the scope of this appraisal report, it would be difficult to determine exactly which specific use would meet with the strongest market acceptance. St. Augustine has become a highly sought after living location over the past 5± years. With a vast amount of residential development taking place to meet demand. Due to the current demand and the low vacancy levels, this indicates a healthy market where new residential development would be feasible under current market conditions.

Maximally Productive:

Of the financially feasible uses, the maximally productive use and thus the ultimate highest and best use is that use which provides the highest return to the land after deducting all costs related to the improvements. The Subject is located in a densely developed residential area and is in close proximity to major areas of St. Augustine including Historic Downtown. Given the Subject's location, exposure, physical characteristics, land use, zoning and surrounding development trends, we have concluded that the maximally productive use of the site would be for residential development of up to two single family homesites.

VALUATION ANALYSIS

Preface to Value

In estimating the Market Value of real estate, three Valuation procedures are typically utilized: the Cost Approach, Sales Comparison Approach, and Income Capitalization Approach. Since the Subject is a vacant site, the Sales Comparison Approach is the only applicable approach to value.

The Sales Comparison is used to estimate the value of the property as vacant. Data is gathered and analyzed on sales of properties as comparable in characteristics to the Subject Property as possible. Logical adjustments for dissimilar characteristics are then made, leading to an indicated value for the Subject Property.

ESTIMATE OF LAND VALUE

The Sales Comparison Technique is the preferred method to estimate the value of land. The Principle of Substitution affirms that an informed buyer should pay no more for a given site than an amount which a substitute site with equal or similar amenities could be obtained.

By the gathering and analysis of land sales of similar properties, a confirmed record of the range of prices paid by informed buyers is obtained. From this record, adjustments can be made for differences in property characteristics which would have an effect on value, and an indication of the Subject's property value by common units of measurement can be made.

Units of measurement often used in buying and selling vacant land are Price per Acre, Price per Square Foot, Price per Front Foot and Price per Lot. The unit of measure most used by the market in buying and selling land parcels similar to the Subject is the Price per Lot.

All properties have their own unique features which relate to location, size, shape, zoning, development potential, date of sale, deed restrictions, financing, etc. In order to accurately isolate most of these differences to determine their relative importance in a sale would require the use of what is known as a "paired sale" technique. In that process, two properties which are identical except for **one** feature (say time, for example) are compared. The difference in the unit value of comparison selected for analysis would then indicate if a property's value had increased or decreased over the time period between the sales. It is obvious that as two, three, four or more differences are added, the ability to accurately isolate differences and compare sales is diminished. Appraisers are required, in those instances, to use their training and experience to input subjective analysis to relate the sale property to the Subject Property.

Where market supported adjustments could be extracted, the comparative adjustments to the comparable sale properties are quantitative. When market data indicates relationships which cannot be quantified, a relative comparison analysis is used to examine the comparable sales to determine whether their characteristics are inferior, superior or equal to the Subject's. Numerous land sales were located, analyzed and compared to the Subject Site, with the sales summarized below selected as reflecting the greatest comparability to the Subject Property. On the following pages a Land Sales Location Map and Land Sales Summary Chart can be found followed by a discussion of each land sale.

LAND SALE NO. 1**TRANSACTION DATA**

DATE: 2/29/2024
GRANTOR: Merry Pranksters LLC
GRANTEE: Lee & William Strunk
SALES PRICE: \$210,000
O.R.BK/PAGE: 5906/1048
TERMS OF SALE: Cash to Seller

PROPERTY DESCRIPTION

PARCEL # 116230-0000, 0090 and 0110
LOCATION: Northwest quadrant of Pearl Street and Tenant Lane, St. Augustine, St. Johns County, FL 32084.
ZONING: RS-3, Residential Single Family Three, by St. Johns County
LAND USE: Residential-D

ELEVATION: Basically level and at the grade of the road.

SITE AREA: 14,375± total square feet or 0.33± acres; total of 3 lots

UTILITIES: Central water and septic

SALE ANALYSIS

Sale Price Per Lot: \$70,000

Sale Price Per SF: \$14.61

COMMENTS

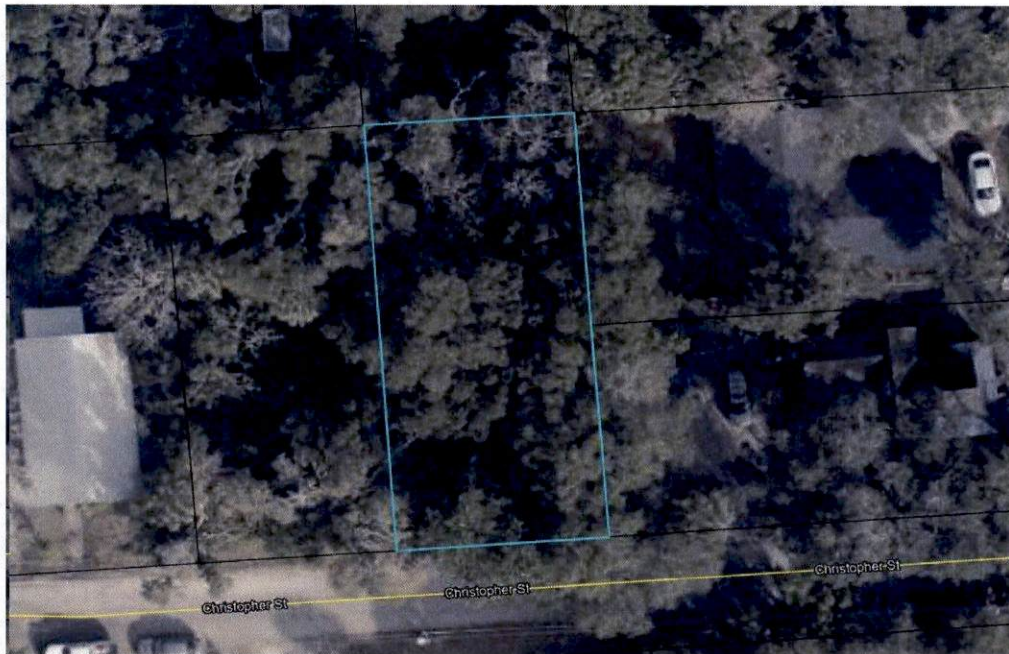
This property consists of three adjacent parcels of vacant land that contain a total of 14,375± square feet or 0.33± acres (each lot contains roughly 4,791 SF). The three parcels together form a rectangularly shaped parcel of land that have 173± feet of frontage along the west side of Tenant Lane and 85± feet of frontage along the north side of Pearl Street.

Each parcel can be developed with one homesite.

It was reported that soil testing, environmental permit, septic design and clearance sheet had been completed prior to the sale.

The property was on the market for 134 days and sold for the asking price.

Confirmed with: Amy Taylor - Selling broker

LAND SALE NO. 2**TRANSACTION DATA**

DATE:	12/18/23
GRANTOR:	LaChanze Sapp-Gooding
GRANTEE:	Dustin W. Estes
SALES PRICE:	\$83,000
O.R.BK/PAGE:	5872/1692
TERMS OF SALE:	Cash to seller

PROPERTY DESCRIPTION

PARCEL #	121130-0000
LOCATION:	North side of Christopher Street, just west of S. Whitney Street. The address is 508 Christopher Street, St. Augustine, FL 32084.
ZONING:	RS-2, Residential Single Family Two
LAND USE:	Residential Low Density
SITE AREA:	5,459± usable SF

UTILITIES: Central available

SALE ANALYSIS

Sale Price Per Lot:	\$83,000
Sale Price Per SF:	\$15.20

COMMENTS

This is the sale of the rectangular shaped parcel of vacant residential land located on the north side of Christopher Street. The site contains 5,459± square feet of usable land. The site is heavily wooded. The site is located within the city limits.

The site can be developed with one homesite.

It was listed for \$95,000 and was on the market for 103 days.

Confirmed with: Ike Scott - Listing Agent

LAND SALE NO. 3**TRANSACTION DATA**

DATE:	6/7/2024
GRANTOR:	Alec & Mary Millard et al
GRANTEE:	Tunstall and Tunstall LLC
SALES PRICE:	\$87,500
O.R.BK/PAGE:	5966/196
TERMS OF SALE:	Cash to seller

PROPERTY DESCRIPTION

PARCEL #	121140-0000
LOCATION:	North side of Christopher Street, just west of S. Whitney Street. The address is 516 Christopher Street, St. Augustine, FL 32084.
ZONING:	RS-3, Residential Single Family Three, by St. Johns County
LAND USE:	Residential-D

SITE AREA: 5,215± usable SF

UTILITIES: Central available

SALE ANALYSIS

Sale Price Per Lot: \$87,500

Sale Price Per SF: \$16.78

COMMENTS

This is the sale of the rectangular shaped parcel of vacant residential land located on the north side of Christopher Street. The site contains 5,215± square feet of usable area. The site is heavily wooded.

The site can be developed with one homesite.

Confirmed with: Public Record

LAND SALE NO. 4



TRANSACTION DATA

DATE: 10/2/2023

GRANTOR: Bryce Cameron Laurino et al

GRANTEE: Wade R. Hoag

SALES PRICE: \$100,000

O.R.BK/PAGE: 5842/331

TERMS OF SALE: Cash to Seller

PROPERTY DESCRIPTION

PARCEL #: 121040-0000

LOCATION: Located on the north side of Live Oak Street, roughly 475' west of S. Whitney Street. The street address is 560 Live Oak St., St. Augustine, St. Johns County, FL 32084.

ZONING: RS-3, Residential Single Family Three, by St. Johns County

LAND USE: Residential-D

SITE AREA: 7,176± usable SF

UTILITIES: Central available

SALE ANALYSIS

Sale Price Per Lot: \$100,000

Sale Price Per SF: \$13.93

COMMENTS

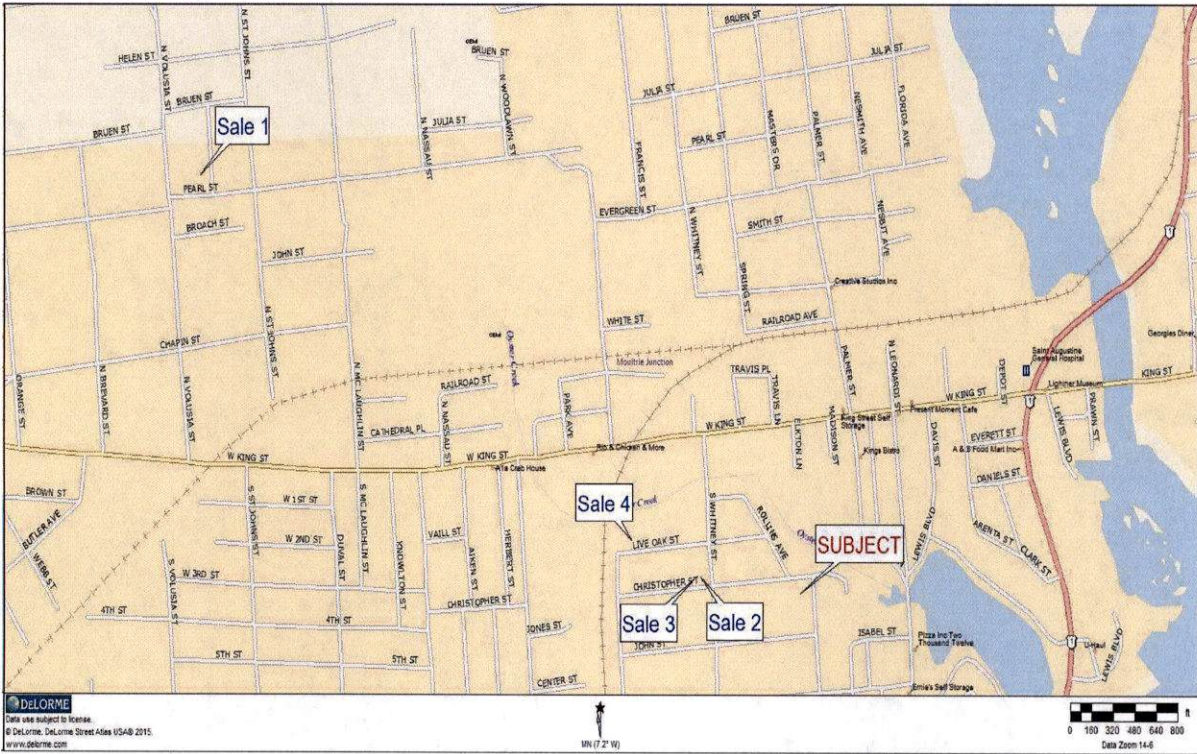
This is the sale of the oblong rectangular shaped parcel of vacant residential land located on the north side of Live Oak Street. The site contains 7,176± square feet of usable land. The site is heavily wooded.

The site can be developed with one homesite.

The site had previously sold on 6/26/23 for \$85,000, indicating a monthly increase in market conditions of 5.88%.

Confirmed with: Public Record

LAND SALES MAP



Discussion of Vacant Land Sales

The sales used to value the Subject are summarized below.

COMPARABLE LAND SALES ADJUSTMENT CHART					
Sale No.	Subject	1	2	3	4
Sale Date		02/29/24	12/18/23	06/07/24	10/02/23
Sale Price		\$210,000	\$83,000	\$87,500	\$100,000
Property Data					
# of Buildable Lots		2	3	1	1
Zoning		RS-2	RS-3	RS-2	RS-3
Land Use		Res-Low	Res-D	Res-Low	Res-D
Sale Price Per Lot		\$70,000	\$83,000	\$87,500	\$100,000

These sales were analyzed on a price per buildable lot basis and ranged in time from October 2023 to June 2024. The sales ranged in size from 1 to 3 buildable lots.

The unit value considered most appropriate and referred to in this analysis is the price per buildable lot. All sales are compared to the Subject and consideration has been given to differences in financing, market conditions, location, zoning/land use and physical characteristics such as size, shape and access.

Property Rights Conveyed

Each of the sales considered conveyed the right of the fee simple interest and no adjustments were necessary.

Adjustment for Financing

All of the comparables were purchased with conventional financing, cash or had financing which did not impact their sales prices. Therefore, no adjustments were made nor any cash equivalencies performed on the comparable sales.

Condition of Sale

All of the sales were arms length and did not require an adjustment for condition of sale.

Market Conditions

The next adjustment required is for changing market conditions over time. A number of factors were analyzed, including published statistical data, analysis of matched-pair sales (if available) and conversations with market participants.

Based on the above data sources, augmented by our knowledge of the local and extended market, it is our opinion that values within the subject's market segment have been increasing since the time of the first sale.

Historical increases from 3% to 8% per year were realized from 2018 through 2023 for this property type. The Federal Reserve Bank's policy of increasing the prime lending rate (to combat rapid inflation) has negatively impacted the rate of value increase in the market. An upward market conditions adjustment at the middle end of the historical range is supported for the subject analysis to reflect ongoing uncertainty in the economy.

Sales occurring since the first sale are considered inferior to current activity and have been adjusted upward at a rate of 5% per year (0.42% per month). All sales required upward adjustment for market conditions.

Location/Site Prominence

The Subject is located at the southwest corner of Christopher Street and Sidney Street. This is a primarily residential area but is located in close proximity to W. King Street and S. Ponce de Leon Blvd (US Highway 1), providing good access to major areas of St. Augustine.

Each of the sales were located in similar areas and were considered to be similar in regards to location.

Site Size

The comparables ranged in size from 1 to 3 buildable lots. Based upon the economies of scale, sites with a lower number for lots tend to sell for a higher price per lot than sites with a larger number of buildable lots sites, considering all other characteristics are equal. The sales were adjusted accordingly based on their size differences as compared to the Subject.

Site Utility/Parcel Shape

The Subject has efficient shape for residential development. Each of the comparables were considered to be similar in regards to site utility.

Access

All of the sales were all considered to be similar as compared to the Subject in regards to access, and no adjustments were required.

Zoning/Development Potential

The Subject is zoned RS-2, by the City of St. Augustine, and has a future land use of Residential Low Density. Each of the comparables were considered to be similar in regards to zoning/land use.

Miscellaneous

Sale 1 backs up to a retention pond and no development would be able to take place behind the sites. Likewise Sale 4 backs up to a preserve/wetland area, with no development able to take place. These are superior features as compared to the Subject and each sale was adjusted downward accordingly. No other adjustments were required.

Conclusion

The sales discussed above are considered the most similar to the Subject overall, and reflect the best available market data on which to base our estimate of land value. After adjustments, the sales ranged in price from \$76,773 to \$85,690 per lot, with the average price being \$79,730 per lot, and the median price being \$78,229 per lot.

Based on the above sales and discussion it is our opinion that "as is" Market Value of the Subject site is \$80,000 per lot, or \$160,000, calculated as follows:

$$2 \text{ Buildable Lots @ } \$80,000 \text{ per lot} = \mathbf{\$160,000}$$

COMPARABLE LAND SALES ADJUSTMENT CHART					
Sale No.	Subject	1	2	3	4
Sale Date		02/29/24	12/18/23	06/07/24	10/02/23
Sale Price		\$210,000	\$83,000	\$87,500	\$100,000
Property Data:					
# of Buildable Lots	2	3	1	1	1
Zoning	RS-2	RS-3	RS-2	RS-3	RS-3
Land Use	Res-Low	Res-D	Res-Low	Res-D	Res-D
Sale Price Per Lot		\$70,000	\$83,000	\$87,500	\$100,000
Property Rights Conveyed		0.00%	0.00%	0.00%	0.00%
Financing		0.00%	0.00%	0.00%	0.00%
Conditions of Sale		0.00%	0.00%	0.00%	0.00%
Market Condition Adjustment		2.50%	3.50%	0.50%	4.50%
Adjusted Unit Price Range		\$71,750	\$85,905	\$87,938	\$104,500
Physical Adjustments:					
Location/Site Prominence		0.00%	0.00%	0.00%	0.00%
# of Lots		-10.00%	-10.00%	-10.00%	-10.00%
Site Utility/Shape		0.00%	0.00%	0.00%	0.00%
Access		0.00%	0.00%	0.00%	0.00%
Zoning/Development Potential		0.00%	0.00%	0.00%	0.00%
Miscellaneous		-3.00%	0.00%	0.00%	-8.00%
Total Adjustment		7.00%	-10.00%	-10.00%	-18.00%
Adjusted Price Per Lot		\$76,773	\$77,315	\$79,144	\$85,690
Avg. Adjusted Price Per Lot		\$79,730			
Med. Adjusted Price Per Lot		\$78,229			

ADDENDUM

QUALIFICATIONS - RONALD N. PACETTI

Resident of Florida since birth, licensed by Real Estate Commission, State of Florida since 1987.

Formal Education

Bachelor of Science in Business Administration, 1986 from
University of Florida, Gainesville, Florida.

Master of Arts in Real Estate, 1989 from University of
Florida, Gainesville, Florida.

Real Estate Education

University of Florida Courses, Sponsored by the Appraisal Institute:

Real Estate Analysis, 1986
Real Estate Law, 1988
Real Estate Feasibility, 1988
Real Estate Valuation I and II, 1987, 1989
Case Studies in Real Estate Valuation, 1989
Valuation Analysis and Report Writing, 1989
Real Estate Finance, 1988

Recent Courses and Seminars:

*3-Hour Florida Appraisal Laws and Regulations - October 2022
*Business Practices and Ethics - October 2022
*Cool Tools - New Technology for RE Appraisers - November 2022
*Comparative Analysis - November 2022
*7-Hour National USPAP Update Course - September 2022
**Small Hotel/Motel Valuation - September 2020
*Appraising Automobile Dealerships - August 2020
*Appraisal of Medical Office Buildings - August 2020

QUALIFICATIONS - RONALD N. PACETTI - Continued

Memberships and Professional Affiliations

Member Appraisal Institute, MAI Designation 9277, 1992
Licensed Real Estate Salesman 0490317, State of Florida
State Certified General Appraiser Licensed No. RZ 677, State of Florida

Appraisal Experience

Started Pacetti Appraisal Services in July, 1994.
Appraiser, Clark, Hunter & Associates, March, 1992 to June, 1994.
Associate Appraiser, Callaway & Price, Inc., May, 1988 to February, 1992.
Staff Appraiser, Dub Clark & Associates, March, 1987 to August, 1987.

Types of Properties Appraised

Appraisals made on the following types of property throughout the State of Florida for individuals, attorneys, insurance companies, banks, corporations, government agencies, and mortgage companies.

Acreage	Medical Buildings
Apartment Buildings	Mobile Home Parks
Bed and Breakfast	Office Buildings
Commercial Buildings	Office Condominiums
Condemnation	Recreation Leases
Condominiums (Individual	Residences
Units and Discounted	Radio Towers
Sellouts of Total	Service Stations
Projects)	Shopping Centers
Country Clubs	Special Purpose
Duplexes	Store Buildings
Easements	Subdivisions
Farms	Vacant Commercial Land
Foreclosures	Vacant Industrial Land
Golf Courses	Warehouses
Industrial Buildings	R.V. Parks

APPRAISER LICENSES





City of St. Augustine Conservation Program
Property Nomination Form

ARE YOU THE PROPERTY OWNER? YES _____ NO ☒

If no, please fill out the Agent Authorization Form at the bottom of this form (last item).

A. PROPERTY OWNER/AGENT CONTACT INFORMATION:

Name: Carol Fredman

Address:

32 John St
St Augustine, FL 32084

Phone: 904-824-2079 Email: melissa@actiontakers-team.com
(agent email)

B. PROPERTY INFORMATION

Parcel Owner: Carol Fredman

Parcel Address:

0 Christopher St P# 1236500000
St Augustine, FL 32084

Full Parcel Identification Number(s) (not required): 1236500000

Are you proposing to sell the entire parcel? YES ☒ NO _____

WILLING SELLER STATEMENT

By signing below, I hereby express my desire to have my property considered for acquisition under the City of St. Augustine's Conservation Program. I express my willingness to sell my property after successful negotiations.

Owner Name (Printed)

Owner Signature

Carol L. Fredman

Carol Lee Fredman

AUTHORIZATION TO ENTER PROPERTY

I, Melina Janno, the owner or the owner's representative of the property described below agree that from the date this Authorization is executed, staff from the City of St. Augustine, upon reasonable notice, shall have the right to enter the property located at

10 Christopher St St Augustine FL 32084

for the purposes of evaluating the property for acquisition consideration by the City of St. Augustine's Conservation Program.

Owner/Agent Name (Printed)

Owner/Agent Signature

Melissa Lampugnino

Melina Janno

Date: 4-12-24

OWNER'S AUTHORIZATION FOR AGENT

Melissa Lampugnaro is/are hereby authorized TO ACT ON BEHALF OF the owner(s) of those lands described within this application in applying to the City of St. Augustine's Conservation Program:

Property located at: 0 Christopher St St. Augustine, FL 32084

By: Carol L. Freedman
Signature of Owner

Print Name of Owner

904-824-2079
Telephone

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, on this 12 day of April, 2024.

Notary Public:

Kaitlin Larywon

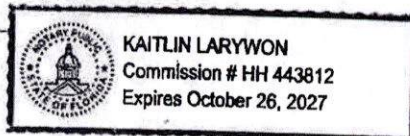
My Commission Expires:

8/31/2024

☐ Personally known to me -OR- ☒ Produced identification

Type of identification produced:

Valid ID

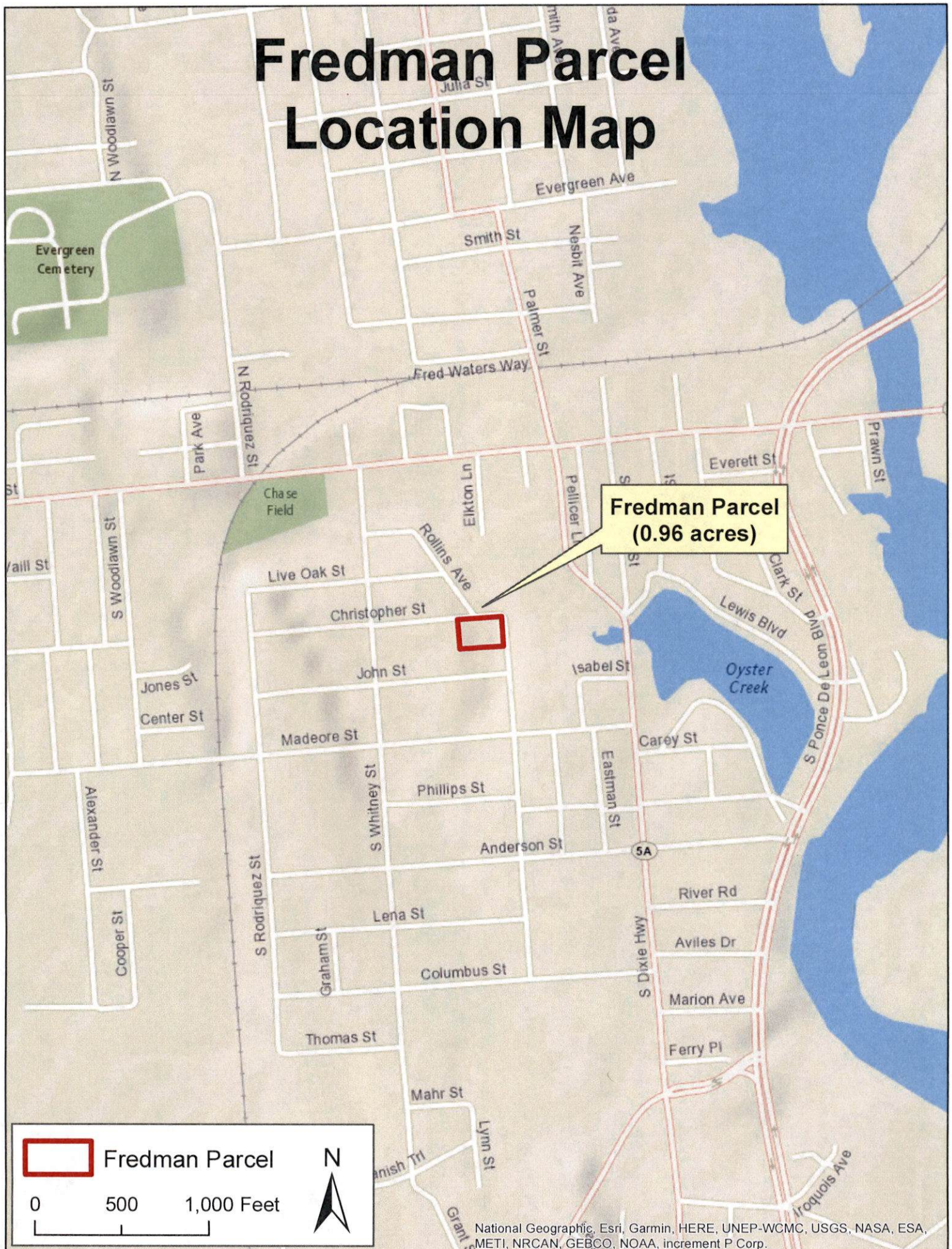


City of St. Augustine Conservation Program Selection Matrix

Owner	Parcel ID #	Neighborhood	Acres

CATEGORY	CRITERIA	SCORE (0-5)
Resiliency	Provides flood protection and/or floodplain management benefits.	
Ecosystem Services	Provides ecosystem services for the community.	
Natural Resources	Preserves/protects ecological diversity and habitat.	
	Preserves/protects hydrological resources.	
Cultural Resources	Preserves/protects prehistoric resources (archaeological).	
	Preserves/protects historic resources.	
	Located within a National Register of Historic Places boundary.	
Open Space/Recreation	Provides passive, resource-based recreation opportunities.	
	Provides public water access.	
Acquisition	Listed on other acquisition priority lists (potential cost share).	
	Likelihood for grant funding.	
Management/Maintenance	Level of non-native invasive plant species infestation (5 = no infestation).	
	Operational costs (5 = low cost).	
Special Value	Exceptional uniqueness or quality.	
	Provides connectivity to an adjacent public parcel.	
TOTAL SCORE		

Fredman Parcel Location Map



Fredman Parcel Parks Map

Spengler Island
Conservation Area
(St. Johns Co.)

Francis Field
(COSA)

Ravenswood Park
(COSA)

Railway Park
(COSA)

Gary Lee Park
(COSA)

Gary Lee Park

Zora Neale Hurston
Memorial Park (COSA)

Chase Field
(COSA)

Oyster Creek Park
(COSA)

Fredman Parcel
(0.96 acres)



Fredman Parcel

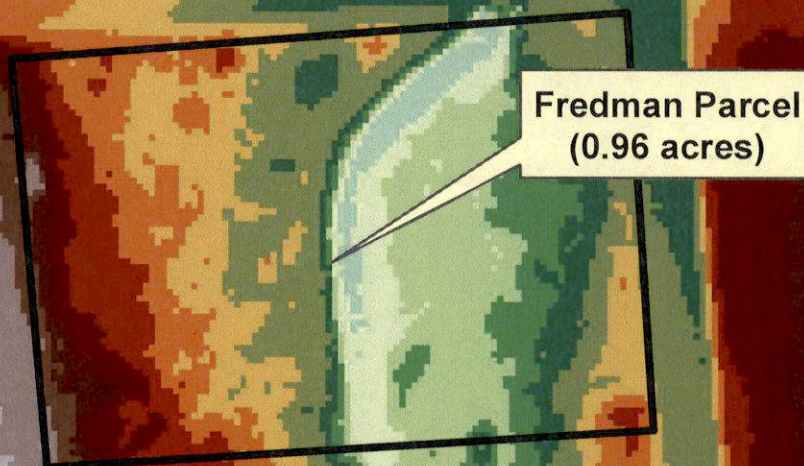


Parks

0 500 1,000 Feet

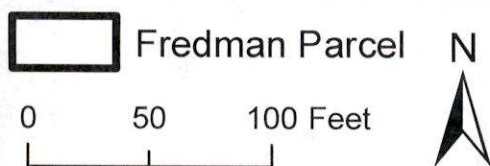


Fredman Parcel DEM Map



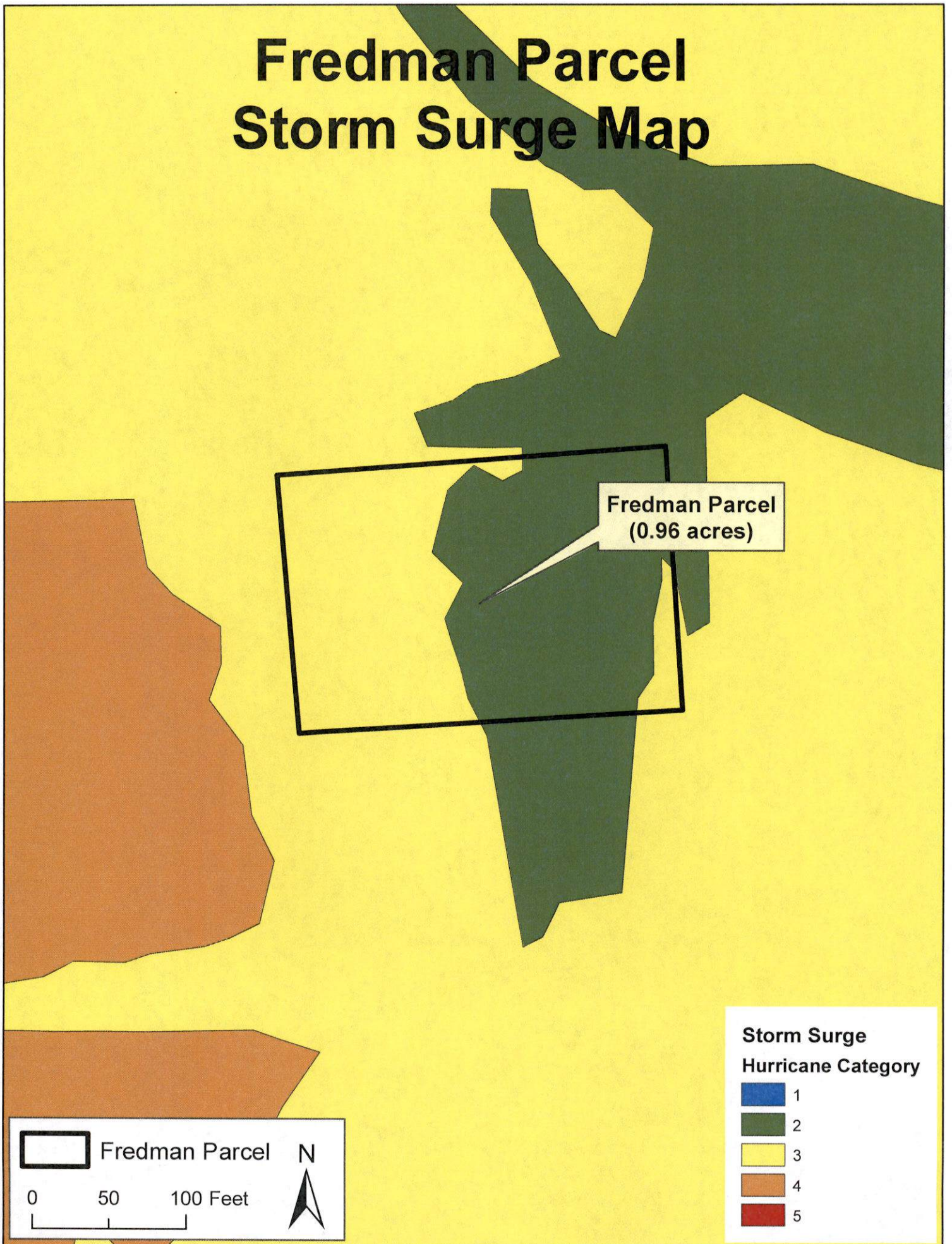
DEM Elev. ft. NAVD88

0.098156806 - 1
1.000000001 - 2
2.000000001 - 3
3.000000001 - 4
4.000000001 - 5
5.000000001 - 6
6.000000001 - 7
7.000000001 - 8
8.000000001 - 9
9.000000001 - 10
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11.00000001 - 12
12.00000001 - 13
13.00000001 - 14
14.00000001 - 15
15.00000001 - 16
16.00000001 - 17
17.00000001 - 18

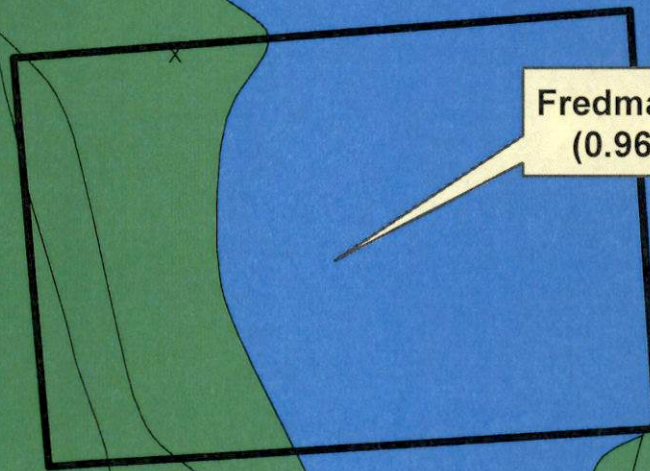


Source: Esri, Maxar, Earthstar Geographi

Fredman Parcel Storm Surge Map



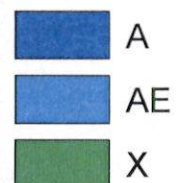
Fredman Parcel FEMA Floodplain Map



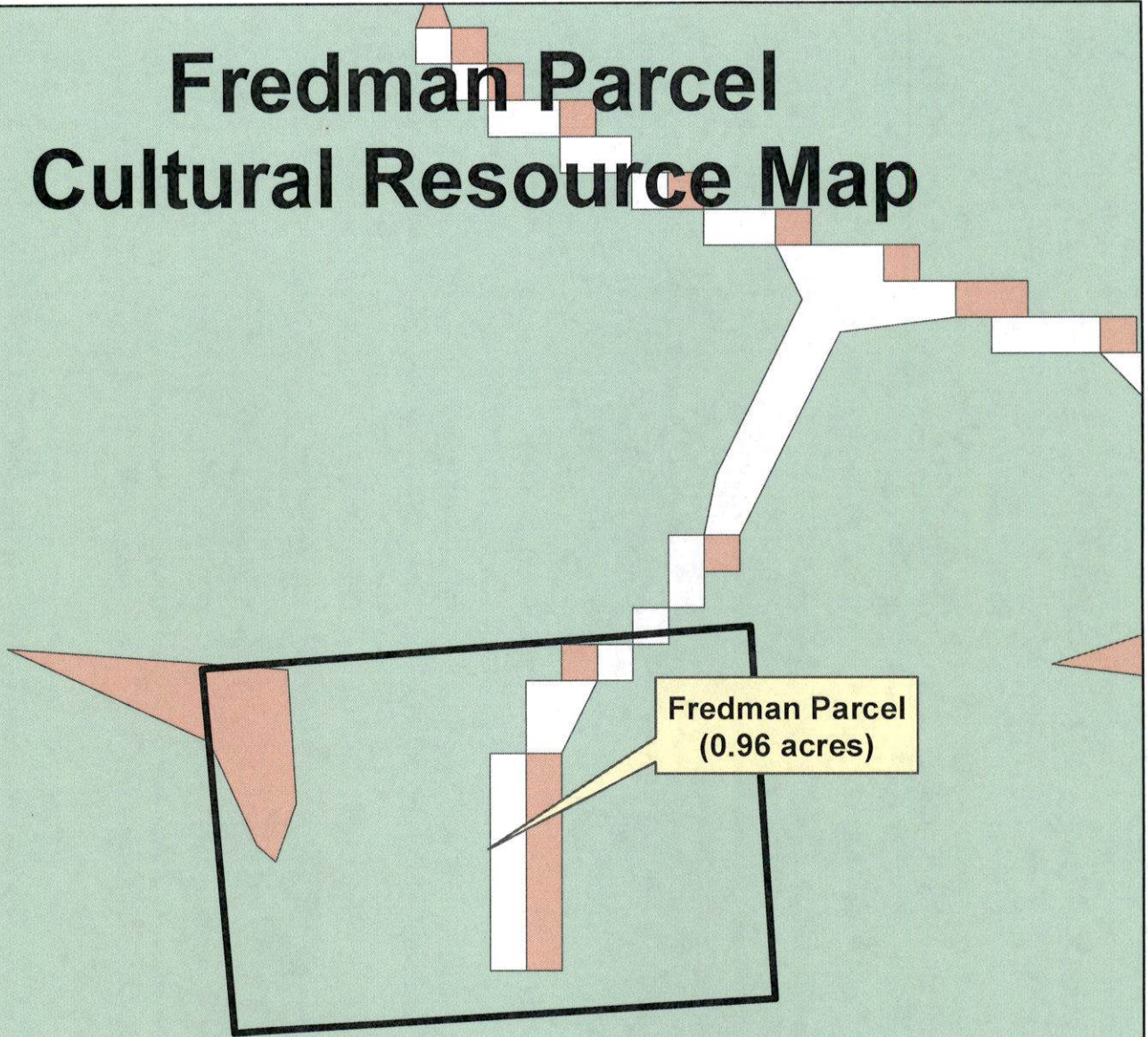
Fredman Parcel
(0.96 acres)



FEMA Floodplain Zone



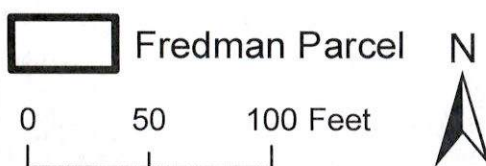
Fredman Parcel Cultural Resource Map



-  StJohns_Structures
-  StJohns_Bridges
-  StJohns_Cemeteries
-  StJohns_NRListed
-  StJohns_ResourceGrps
-  StJohns_Sites

Archaeological Model

-  High Probability
-  Low Probability
-  Medium Probability



Fredman Parcel
Impaired Waterbodies Map

Mercury (in fish tissue)

Fredman Parcel
(0.96 acres)

Nutrients
(Chlorophyll-a)

Dissolved
Oxygen (Percent Saturation)

Legend:

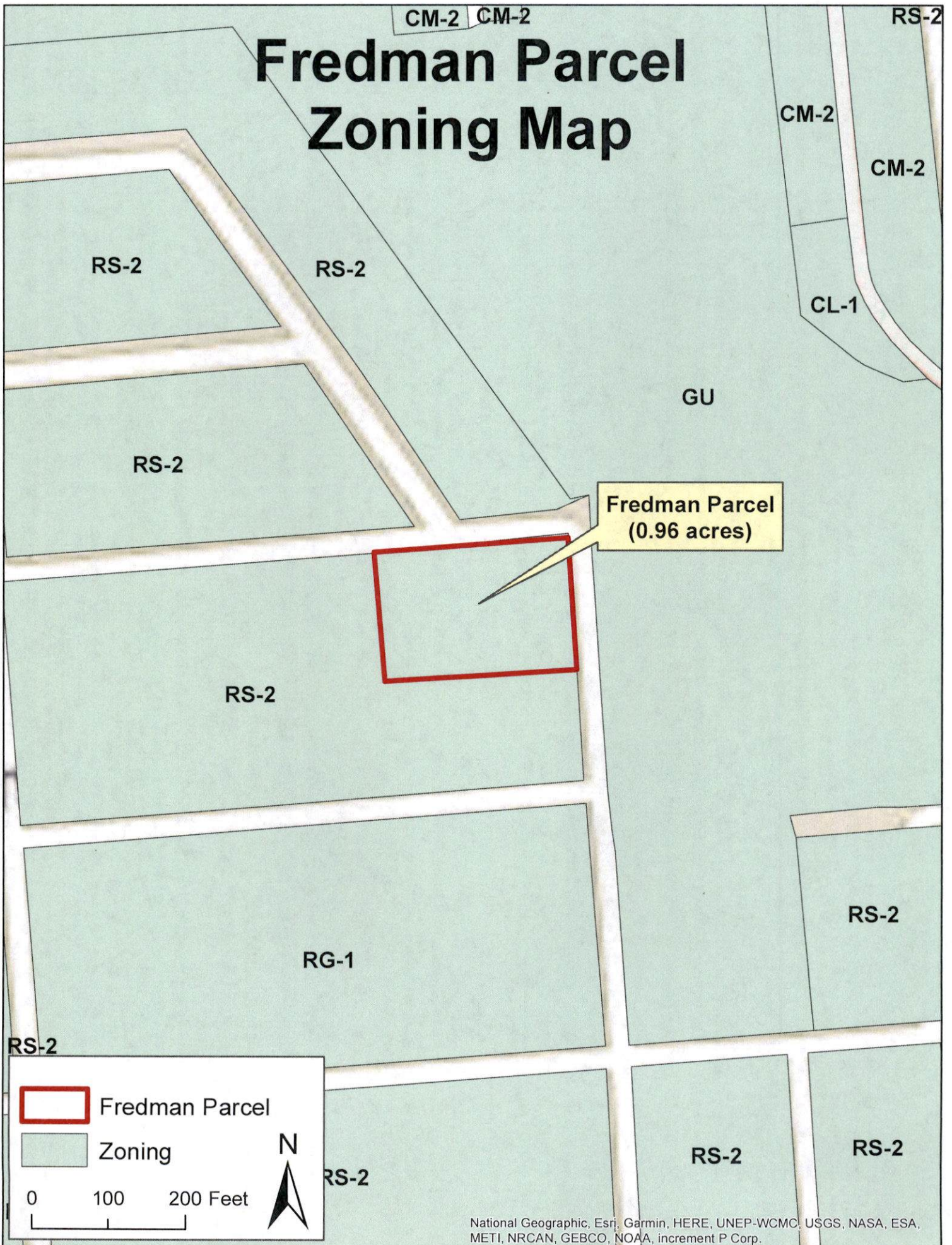
- Fredman Parcel
- Oyster Creek
- San Sebastian River

0 500 1,000 Feet

N

National Geographic, Esri, Garmin, HERE, UNER-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.

Fredman Parcel Zoning Map



Fredman Parcel Future Land Use Map

COMMERCIAL
MEDIUM INTENSITY

PUBLIC USE

COMMERCIAL
MEDIUM
INTENSITY

OPEN LAND

RESIDENTIAL
LOW DENSITY

Fredman Parcel
(0.96 acres)

PUBLIC USE

RESIDENTIAL
MEDIUM
DENSITY



Fredman Parcel



Future Land Use

0 100 200 Feet

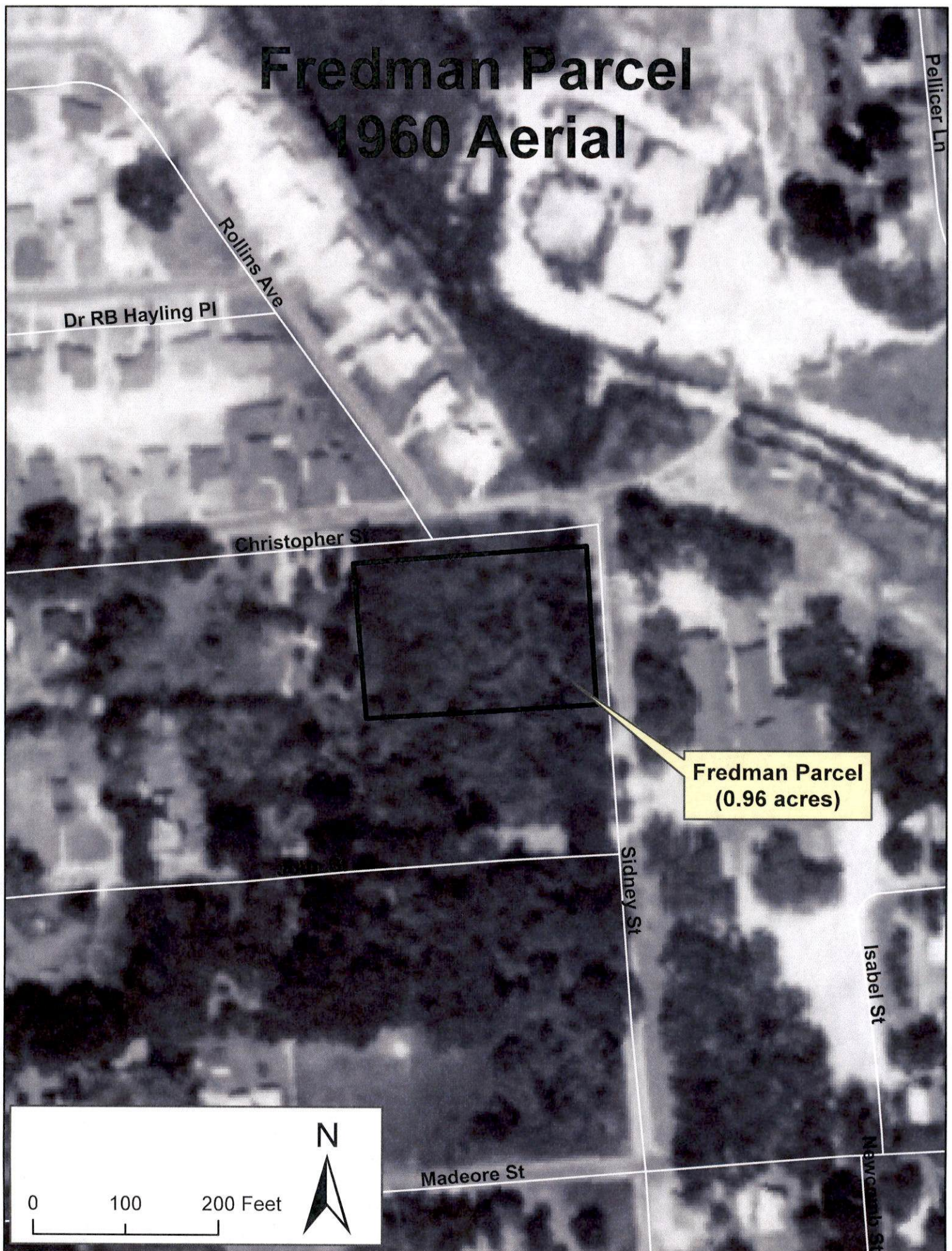


National Geographic, Esri, Garmin, HERE, UNEP-WCMC, USGS, NASA, ESA, METI, NRCAN, GEBCO, NOAA, increment P Corp.

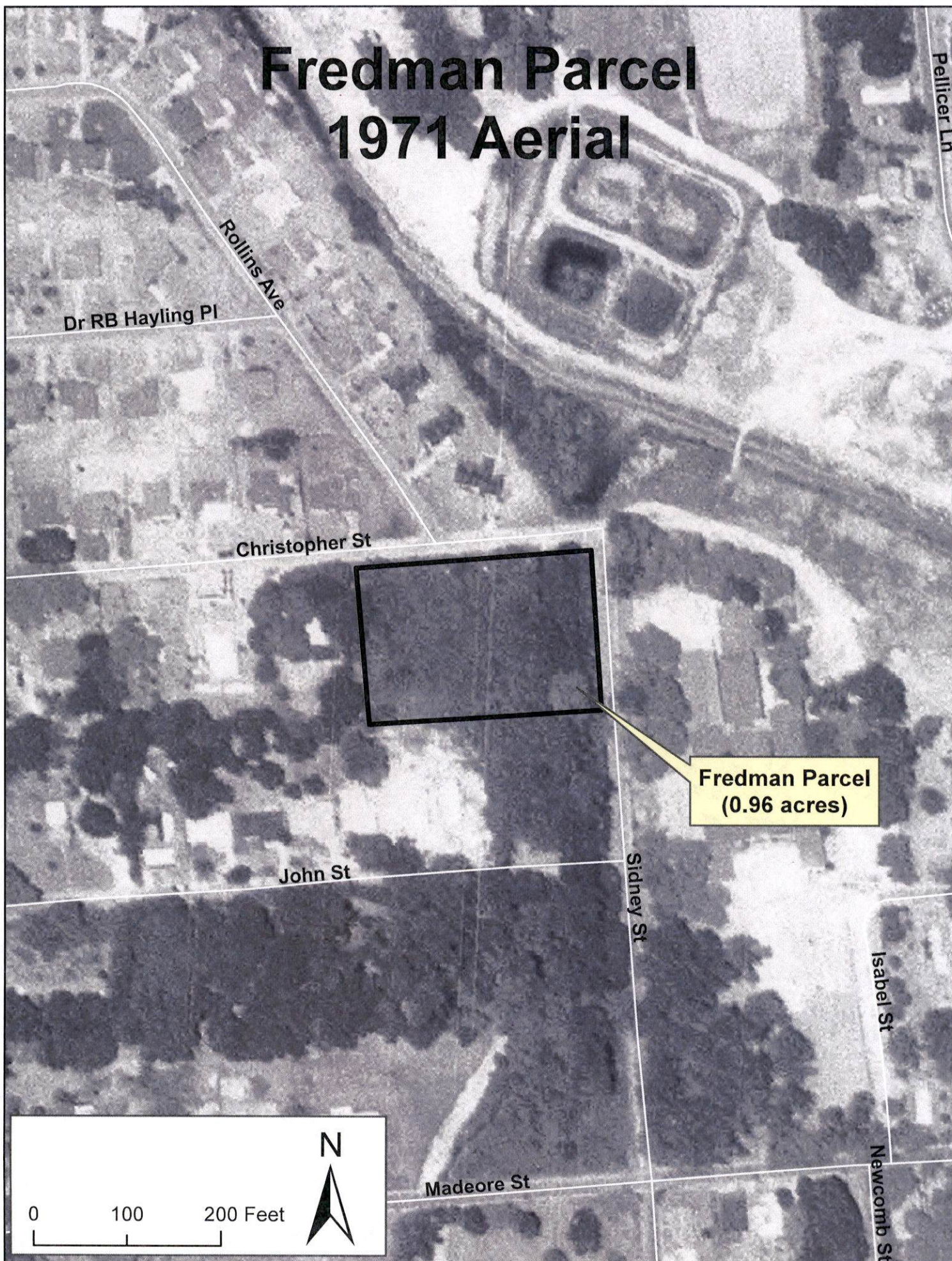
Fredman Parcel 1942 Aerial



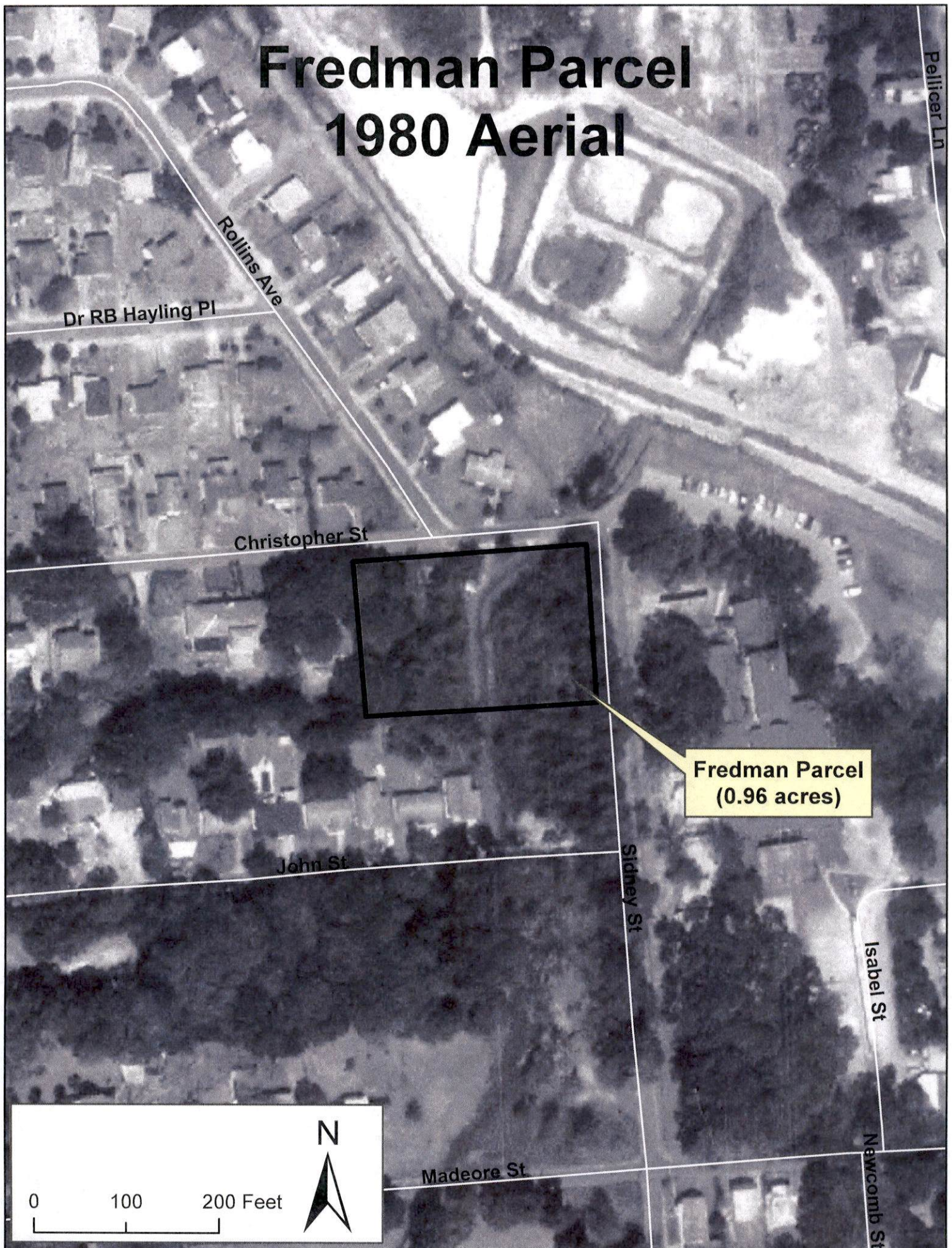
Fredman Parcel 1960 Aerial



Fredman Parcel 1971 Aerial



Fredman Parcel 1980 Aerial



Dr RB Hayling Pl

Rollins Ave

Christopher St

John St

Madeore St

Sidney St

Isabel St

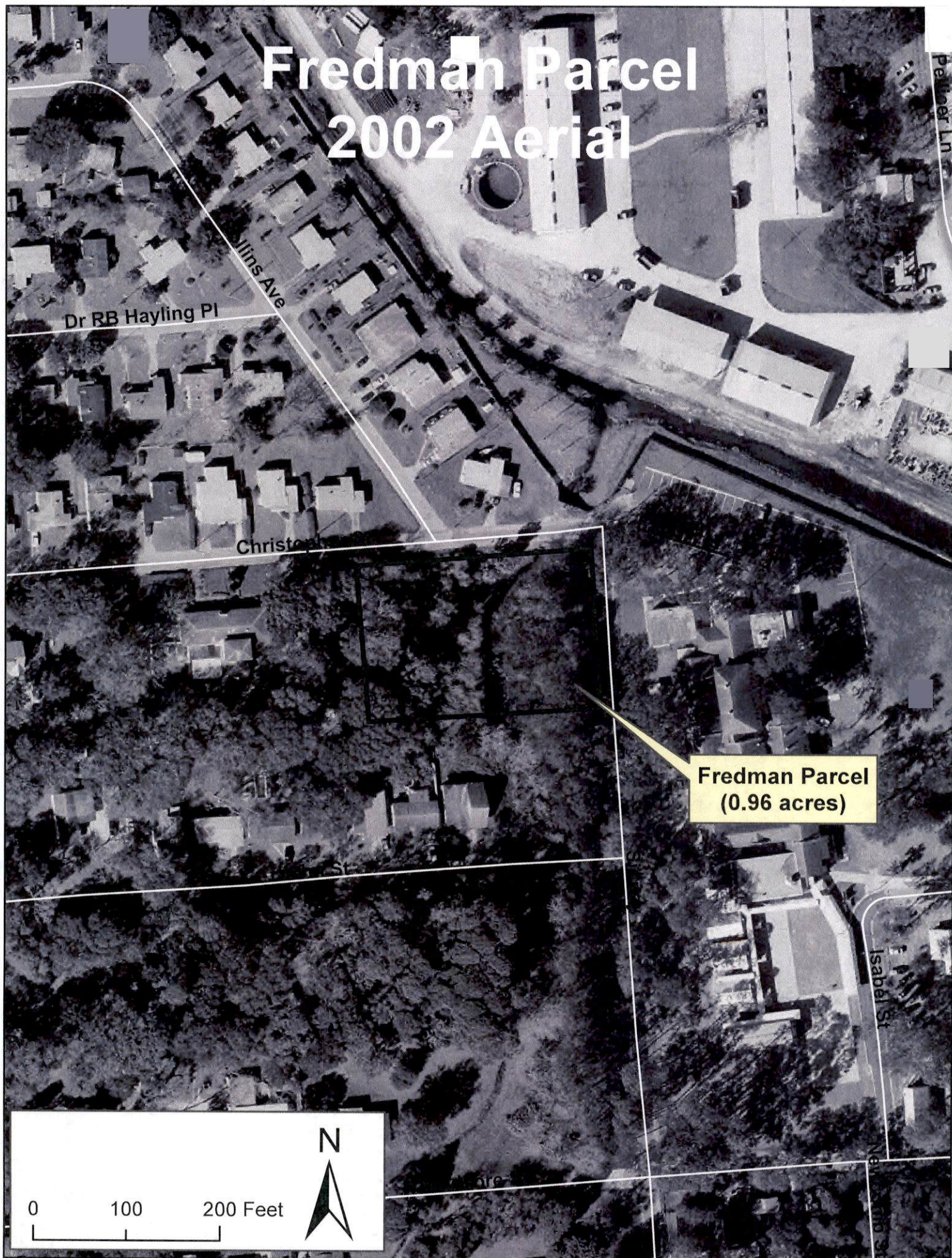
Newcomb St

0 100 200 Feet



Fredman Parcel
(0.96 acres)

Fredman Parcel 2002 Aerial



Dr RB Hayling Pl

Christopher Ave

Fredman Parcel
(0.96 acres)

Isabel St

0 100 200 Feet



Fredman Parcel 2022 Aerial



Fredman Parcel
(0.96 acres)

0 100 200 Feet



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: August 28, 2024

RE: Audit Review Committee's Recommendation for Annual Independent Financial Auditing Services

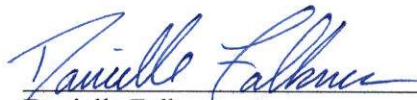
At the July 8, 2024, City Commission meeting, the firm of Masters, Smith & Wisby presented their final Annual Comprehensive Financial Report (ACFR) for Commission approval. This report was their last under their existing contract with the City for Independent Financial Auditing Services.

During this year's ACFR preparation and review, the Audit Review Committee was aware of this contract expiration and began developing a new scope of work in preparation to retain a new firm. These discussions ensured a complete formal solicitation that met city and all state statutory requirements.

A total of five (5) responses were received from area firms. Each Committee member reviewed the submissions and convened to rank the respondents. The top three (3) firms, ranked in order, were Mauldin & Jenkins LLC, Purvis Gray & Co LLP, and James Moore & Co PL.

In accordance Florida Statute 218.391, Staff requests Commission approval to engage in contract negotiations with the firm ranked first by Audit Committee members. Per our Procurement Policies Procedures Handbook, if negotiations fail with the highest-ranked Respondent, negotiations will proceed with the next highest ranked Respondent, until we complete a final agreement for Independent Financial Auditing Services.

If you concur, please place this item on the September 9, 2024, Agenda, under Item 10a. Staff Reports and Presentations for consideration and approval of the City Commission. If you have any questions, please feel free to contact me. Thank you for your assistance.



Danielle Falkner
Procurement Specialist III

Encl: Evaluation Scores Summary Sheet
Draft Contract No. 24056 Annual Independent Financial Auditing Services

xc: Corey Sakryd, Director General Services
Darlene Galambos, City Clerk
file

Evaluation Scores Summary Sheet
RFQ #24025
City of St. Augustine Legal Services

Company Name	CM#1	CM#2	CM #3	Total Points	Ordinal Ranking
Purvis Gray & Co LLP	7.800	9.200	9.200	26.200	2
Marcum LLP	7.000	6.800	9.000	22.800	4
James Moore & Co PL	8.400	8.800	8.800	26.000	3
Mauldin & Jenkins	7.200	10.000	9.200	26.400	1
CliftonLarsonAllen LLP	7.800	6.000	8.800	22.600	5

Audit Committee Member #1: Mayor Nancy Sikes-Kline
Audit Committee Member #2: Tom Gilboy
Audit Committee Member #3: Dominic Scine

**GENERAL SERVICES AGREEMENT
BETWEEN THE
CITY OF ST. AUGUSTINE
AND XXXX FOR THE ANNUAL INDEPENDENT FINANCIAL AUDITING SERVICES**

THIS AGREEMENT is entered into by and between the CITY OF ST. AUGUSTINE ("the City"), whose address is P. O. Box 210, St. Augustine, Florida 32085-0210, and XXX ("Contractor"), whose address is XXXXX, , . All references to the parties hereto include the parties, their officers, employees, agents, successors, and assigns.

In consideration of the payments hereinafter specified, the covenants and conditions of this Agreement, and other good and valuable consideration, the adequacy of which is hereby acknowledged, Contractor agrees to furnish and deliver all materials and perform all services and labor required for ("the Work"). In accordance with RFQ No. 24056, Contractor shall complete the Work in conformity with this Agreement, which consists of and incorporates all of the following documents: (1) advertisement for qualifications; (2) Instructions to Respondents; (3) addenda; certifications, and affidavits; (4) qualifications submittals; and (5) this Agreement, including the Scope of Work, Specifications, General Conditions and any Special Conditions or other attachments. If any provision in the body of this Agreement conflicts with any attachment hereto, the terms of this Agreement shall prevail unless the referenced attachment is a requirement pursuant to grant funding. This Agreement, including attachments, shall take precedence over all solicitation documents (items 1 - 4). The parties hereby agree to the following terms and conditions.

1. TERM OF AGREEMENT

- (a) The term of this Agreement shall run from the Effective Date to the Completion Date. Time is of the essence for each and every aspect of this Agreement. Where additional time is allowed to complete the Work, the new time limit shall also be of the essence. All provisions of this Agreement that by their nature extend beyond the Completion Date shall survive termination or expiration of this Agreement.
- (b) **Effective Date.** The Effective Date is the date upon which the last party to this Agreement has dated and executed the same.
- (c) **Completion Date.** The Completion Date of this Agreement is September 30, 2027, unless extended by mutual written agreement of the parties. The Work shall be completed for use no later than said date.
- (d) This Agreement may be renewed by mutual and written consent of each party for no more than two (2) terms up to three (3) consecutive years for each term.

2. COMMENCEMENT OF WORK

- (a) Contractor shall commence the Work within fifteen (15) days after the Effective Date.

This date shall be known as the "Commencement Date." Contractor shall prosecute the Work regularly, diligently, and uninterruptedly so as to complete the Work ready for use in accordance with the Scope of Work and the time for completion stated therein. Contractor shall not commence the Work until any required submittals are received and approved.

3. DELIVERABLES

- (a) The Work is specified in the Scope of Work, Exhibit A. Contractor shall deliver all products and deliverables as stated therein. Contractor is responsible for the professional quality, technical accuracy, and timely completion of the Work. Both workmanship and materials shall be of good quality. Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials provided. Unless otherwise specifically provided for herein, Contractor shall provide and pay for all materials, labor, and other facilities and equipment necessary for performance of the Work. The City's Project Manager shall make a final acceptance inspection of the deliverables when completed and finished in all respects.
- (b) If not otherwise addressed in the Scope of Work and/or Specifications, upon written request, Contractor shall submit written progress reports to the City's Project Manager at the frequency requested in the form approved by the Project Manager at no additional cost to the City. The progress report shall provide an updated progress schedule, taking into account all delays and approved changes in the Work. Failure to provide a progress report will be cause to withhold payment.

4. OWNERSHIP OF DELIVERABLES

All deliverables, including Work not accepted by the City, are City property when Contractor has received compensation therefor, in whole or in part. Any City source documents or other City or non-City documents, specifications, materials, reports, or accompanying data developed, secured, or used in the performance of the Work, excluding proprietary materials, as outlined in the Scope of Work, are City property and shall be safeguarded and provided to the City upon request. City plans and specifications shall not be used on other work unless approved in writing by the City and, with the exception of the original plans and specifications, shall be returned to the City upon request. This obligation shall survive termination or expiration of this Agreement.

5. FUNDING OF AGREEMENT

- (a) For satisfactory performance of the Work, the City agrees to pay Contractor in accordance with Exhibit C, Cost Schedule, subject to the availability of City funds.

6. PAYMENT OF INVOICES

- (a) Contractor shall submit itemized invoices by one of the following two methods: (1) by mail to the City of St. Augustine, Financial Management, P. O. Box 210, St. Augustine, FL 32085-0210, or (2) by e-mail to AP@citystaug.com. Each invoice shall be submitted in detail sufficient for proper pre-audit and post-audit review. If necessary for audit purposes, Contractor shall provide additional supporting information as required to document invoices.

7. CONTRACT PAYMENT AND COMPLIANCE WITH THE LOCAL GOVERNMENT PROMPT PAYMENT ACT FOR NON-CONSTRUCTION SERVICES.

- (a) All invoices shall include the following information: (1) City contract number; (2) City encumbrance number; (3) City work-order number, if applicable; (4) Contractor's name and address (include remit address, if necessary); (5) Contractor's invoice number and date of invoice; (6) City Project Manager or Work Order Manager, if applicable; (7) Contractor's Project Manager; (8) supporting documentation as to cost and/or project completion (as per

the cost schedule and other requirements of the Specification and Conditions; for work-orders, see special requirements under WORK ORDERS); (9) Progress Report (if required); (10) Diversity Report (if otherwise required herein). Invoices that do not correspond with this paragraph shall be returned without action, stating the basis for rejection. Payments shall be made within twenty (20) business days of receipt of an approved invoice. Disputes regarding invoice sufficiency are resolved pursuant to the dispute resolution procedure of this Agreement.

- (b) In order to comply with the provisions of the Florida Local Government Prompt Payment Act, the City designates the following as its Agent:

1. Meredith Breidenstein
Assistant City Manager
City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085-0210
904-825-1006 (office)
904-825-1096 (fax)
email: mbreidenstein@citystaug.com
2. The City's Agent is required to review invoices or payment requests prior to processing for payment. The time at which payment is due for a purchase other than construction services by a local governmental entity must be calculated from:
3. The date on which a proper invoice is received by the chief disbursement officer of the local governmental entity after approval by the governing body, if required; or
4. If a proper invoice is not received by the local governmental entity, the date:
 - (a) On which delivery of personal property is accepted by the local governmental entity;
 - (b) On which services are completed;
 - (c) On which the rental period begins; or
 - (d) On which the local governmental entity and vendor agree in a contract that provides dates relative to payment periods; whichever date is latest.
 - (e) Payments. The City shall pay Contractor one hundred percent (100%) of each approved invoice.

8. PAYMENT AND RELEASE Contractor's acceptance of final payment shall constitute a release in full of all Contractor claims against the City arising from the performance of this Agreement, with the exception of any pending claims for additional compensation that have been documented and filed as required by this Agreement.

9. INDEMNIFICATION Contractor shall indemnify and hold harmless, release, and forever discharge the City, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent

caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor, its employees or sub-contractors, in the performance of the Work and resulting from damages to property, personal injury, or loss of life.

- 10. INSURANCE AND PERMITS.** Contractor shall acquire and maintain, at its own expense, all permits and licenses required by law and shall maintain the same in full force and effect. Contractor is responsible for conformance with all State and Federal regulations and requirements. City of St. Augustine permit fees shall be waived.

Contractor shall provide all insurance required by Exhibit B, Insurance Requirements, and shall not commence Work until it has provided Certificates of Insurance to the City as per Exhibit B. Receipt of Certificates of Insurance indicating less coverage than required does not constitute a waiver of the Insurance Requirements. Contractor waives its right of recovery against the City to the extent permitted by its insurance policies. Contractor's insurance shall be considered primary, and City insurance shall be considered excess, as may be applicable to Contractor's obligation to provide insurance.

- 11. FUNDING CONTINGENCY.** This Agreement is at all times contingent upon funding availability, which may include a single source or multiple sources, including, but not limited to: (1) ad valorem tax revenues appropriated by the City's Commission; (2) annual appropriations by the Florida Legislature, or (3) appropriations from other agencies or funding sources. Agreements that extend for a period of more than one Fiscal Year are subject to annual appropriation of funds in the sole discretion and judgment of the City's Commission for each succeeding Fiscal Year. Should the Work not be funded, in whole or in part, in the current Fiscal Year or succeeding Fiscal Years, the City shall so notify Contractor and this Agreement shall be deemed terminated for convenience five (5) days after receipt of such notice, or within such additional time as the City may allow. For the purpose of this Agreement, "Fiscal Year" is defined as the period beginning on October 1 and ending on September 30.

12. PROJECT MANAGEMENT AND PERSONNEL

- (a) The Project Managers listed below shall be responsible for overall coordination and management of the Work. Either party may change its Project Manager upon three (3) business days prior written notice to the other party. Written notice of change of address shall be provided within five (5) business days. All notices shall be in writing to the Project Managers at the addresses below and shall be sent by one of the following methods: (1) hand delivery; (2) U.S. certified mail; (3) national overnight courier; (4) e-mail or, (5) fax. Notices via certified mail are deemed delivered upon receipt. Notices via overnight courier are deemed delivered one (1) business day after having been deposited with the courier. Notices via e-mail or fax are deemed delivered on the date transmitted and received.

CITY

Meredith Breidenstein, Project Manager
City of St. Augustine
P.O. Box 210
St. Augustine, Florida 32085-0210
904-825-1006 (office)
E-mail: mbreidenstein@citystaug.com

CONTRACTOR

, Project Manager

E-mail:

- (b) The City's Project Manager shall have sole and complete responsibility for transmitting instructions, receiving information, and communicating City policies and decisions regarding all matters pertinent to performance of the Work, and may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. For Work Order-based contracts, the City may designate a "Work Order

Manager” on the Work Order, who will serve as the Project Manager for that Work Order and shall have the same responsibilities as the City’s Project Manager. The City’s Project Manager may approve minor deviations in the Work that do not affect the Total Compensation or Completion Date or otherwise significantly modify the terms of the Agreement. The City’s Project Manager and, as appropriate, other City employees, shall meet with Contractor when necessary in the City’s judgment to provide decisions regarding performance of the Work, as well as to review and comment on reports.

- (c) Contractor shall provide efficient supervision of the Work, using its best skill and attention. Contractor shall keep on the worksite during its progress a competent superintendent, satisfactory to the City. The superintendent shall not be changed except with the City’s consent, unless the superintendent proves to be unsatisfactory to Contractor and/or ceases to be in its employ. The superintendent shall represent Contractor in the absence of Contractor’s Project Manager. All directions given to him shall be as binding as if given to Contractor. If the City produces documented evidence and informs the Contractor that any person on the job is incompetent, disorderly, or is working contrary to the Agreement or the City’s instructions, that person shall thereupon be immediately dismissed from the project and shall not be given employment on any work connected with this Agreement. The City may request Contractor replace its Project Manager if said manager fails to carry the Work forward in a competent manner, follow instructions or specifications, or for other reasonable cause.
- (d) Contractor shall maintain an adequate and competent professional staff. Contractor’s employees, subcontractors, or agents shall be properly trained to meet or exceed any specified licensing, training and/or certification applicable to their profession. Upon request, Contractor shall furnish proof thereof.

13. SCHEDULING AND WORK PLANNING; PROGRESS REPORTING

- (a) **Pre-work Conference.** Within ten (10) days after execution of this Agreement, Contractor shall schedule a pre-work conference with the City’s Project Manager to discuss scheduling and other matters. Contractor shall provide a work plan for the City’s approval not fewer than five (5) days prior to the pre-work conference. The City shall have ten (10) days to review the work plan. Not less than five (5) days prior to the pre-work conference, Contractor shall provide the City a list of each subcontract exceeding ten percent (10%) of the Total Compensation. The list shall include: (1) name, address, contract, phone number and email address of subcontractor, (2) description of subcontract work, and (3) estimated value of work.
- (b) **Progress Reports.** Contractor shall provide to the City the project schedule and update/status reports as provided in the Scope of Work. Reports will provide detail on progress of the Work and outline any potential issues affecting completion or the overall schedule. Reports may be submitted in any form agreed to by City’s Project Manager and Contractor, and may include emails, memos, and letters.
- (c) **Daily Reporting.** The City may require Contractor to provide a daily report regarding the progress of the Work. The need for a daily report shall be determined at the pre-work conference. If required, a form shall be completed for each day any Work is performed until the project is accepted by the City. Completed forms shall be submitted to the City’s Project Manager or other authorized representative by 9:00 a.m. of the following day.
- (d) **Progress Meetings.** The City may elect to conduct on-site progress meetings with Contractor on a frequency to be determined by the City. In such event, Contractor shall make available its Project

Manager and/or superintendent and other appropriate personnel to discuss matters pertinent to the Work.

- (e) **Failure to Meet Schedule.** If progress of the Work falls five percent (5%) or more behind schedule, except as a result of City-approved delays, Contractor shall take all necessary steps to augment the work effort to get the project back on schedule. Should the progress of the Work fall ten percent (10%) or more behind schedule, the City may advise Contractor through a "cure" notice that this Agreement is subject to termination for cause if the failure is not cured within the time frame specified in said notice.

14. FORCE MAJEURE; DELAYS

- (a) **Force Majeure.** Contractor shall not be liable for failure to carry out the terms of this Agreement to the extent such failure is due to a Force Majeure event, except for failures that could have been reasonably foreseen and guarded against so as to avoid or reduce the adverse impact thereof. A Force Majeure event is hereby defined as the failure to carry out any of the terms of this Agreement due to any one of the following circumstances beyond the control of Contractor: (a) the operation and effect of rules, regulations, or orders promulgated by any commission, county, municipality, or governmental agency of the State of Florida or the United States, (b) a restraining order, injunction, or similar decree of any court of competent jurisdiction, (c) war, (d) flood, (e) earthquake, (f) fire, (g) severe wind storm, (h) acts of public disturbance, (i) quarantine restrictions, (j) epidemics, (k) strikes, (l) freight embargoes, or (m) sabotage. The times specified herein for performances include delays that can ordinarily be anticipated due to adverse weather conditions. The City is not obligated to grant an extension of time due to adverse weather conditions unless such conditions rise to the level of Force Majeure.
- (b) **Delay.** Contractor shall not be compensated for delays caused by Contractor's inefficiency, rework made necessary by Contractor's error, failure to perform the Work as scheduled, or any other corrective or productivity measures made necessary by errors, omissions, or failures to properly perform the Work. Neither shall the Contractor be compensated for delays caused by events by force majeure as described in sub-para (a) above. Within ten (10) days after the onset of a delay, Contractor shall notify the City in writing of the delay, which shall provide: (1) a detailed description the delay and its probable duration, (2) the specified portion of the Work affected, and (3) an opinion as to the cause of the delay and liability (if any) for the delay. Notices provided more than ten (10) days after the inception of the delay shall only be effective as to additional delay incurred during the ten (10) day period preceding receipt of such notice. In the case of continuing cause delay for the same cause, only one notice of delay is necessary. **Failure to provide this notice waives any claim for extension of time resulting from such delay.** If the delay is due to the failure of another City contractor to complete its work in a timely manner, changes ordered in the Work, a Force Majeure event, or any other cause which the City, in its sole judgment and discretion, determines to justify the delay, then the Completion Date may be extended as necessary to compensate for the delay. All time extensions shall be in the form of a written amendment signed by both parties.

15. MODIFICATION OF SPECIFICATIONS; CHANGE ORDERS; EMERGENCY CHANGES IN WORK

- (a) **Modification of Specifications.** No oral agreement or conversation with any officer, agent, or employee of the City after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the

City. The presence or absence of a City inspector shall not relieve Contractor from any requirements of this Agreement.

(b) Change Orders

- (i) The City may alter, add to, or deduct from the Work by executing a Change Order without liability to Contractor, except for the reasonable cost of any additional Work. All such Work within Contractor's capacity to perform shall be performed pursuant to the Change Order. Any associated claim for extension of time will be adjusted when the Change Order is issued. The parties shall negotiate the cost of the Change Order on an equitable basis, which may be determined in one or more of the following ways: (1) estimate and acceptance of a lump sum, (2) unit prices named in the contract or subsequently agreed upon, (3) costs and percentage or by (4) cost and a fixed fee. If the parties cannot agree upon cost, Contractor shall implement the Change Order and shall maintain and present in such form as the City Project Manager may direct the correct amount of the net cost of labor and materials, together with vouchers. The Project Manager will certify the amount due Contractor, including reasonable allowances for overhead and profit. Pending a final determination of value, payments will be based upon the City Project Manager's certification. Final resolution of the amount due to Contractor shall be pursuant to the dispute resolution procedure.
 - (ii) For any Change Order requests submitted by Contractor, the City may determine that City instructions to correct deficient Work, to stop the Work due to deficiencies in the Work, or any other matters that impose additional costs upon Contractor, do not warrant an increase in the Total Compensation or extension of the Completion Date. If Contractor disputes this determination, final resolution shall be pursuant to the dispute resolution procedure.
- (c) Emergency Changes in Work.** In the event an emergency endangering life or property requires immediate action, the City may give Contractor an oral instruction to proceed with an emergency change in the Work, which will be confirmed in writing within five (5) days. Within fifteen (15) days after commencement of the emergency change in the Work, Contractor shall provide the City with a written estimate of any increased costs or delays as a result thereof. **Failure to so notify the City constitutes a waiver of any right to an extension of time or increase in compensation.** Within fifteen (15) days after receipt of Contractor's estimate, the parties shall negotiate a Change Order. If unable to reach agreement, disputed issues shall be resolved pursuant to the dispute resolution procedure. In no event shall Contractor decline to perform the emergency change in the Work.

16. TERMINATION AND SUSPENSION

- (a) **City Termination for Cause.** The Agreement may be terminated by the City for cause in the event of any breach hereof, including, but not limited to, Contractor's: (1) failing to carry forward and complete the Work as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective Work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for materials or labor used in the Work; (8) making a material misrepresentation to the City regarding the Work, or (9) any other material breach of this Agreement. In such event, the City shall provide Contractor with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the City's sole judgment and discretion, the City may afford

Contractor an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the City may take possession of the premises and of all materials thereon and finish the Work by whatever means it deems expedient. In such event, Contractor shall not receive any further payment until the Work is completed by the City. Contractor shall be liable for all costs involved in completing the Work, including additional managerial and administrative services, which shall be offset against any amount due to Contractor.

- (b) **City Termination for Convenience.** Notwithstanding any other provision hereof, the City may at any time terminate this Agreement or any Work issued under it, in whole or in part, without cause, upon thirty (30) days written notice to Contractor. In such event, Contractor shall be compensated for any Work performed prior to the date of termination and for materials that were ordered prior to receipt of notice of termination that cannot be returned to the vendor, which shall become City property. Upon receipt of notice, Contractor shall discontinue the Work on the date and to the extent specified therein and shall place no further orders for materials, equipment, services, or facilities, except as needed to continue any portion of the Work not terminated. Contractor shall also make every reasonable effort to cancel, upon terms satisfactory to the City, all orders or subcontracts related to the terminated Work. Contractor may not claim any compensation not specifically provided for herein, including, but not limited to: loss of anticipated profits; idle equipment, labor, and facilities; any additional claims of subcontractors and vendors.
- (c) **City Suspension for Cause.** The City may issue a written partial or full Stop Work Notice in the event Contractor fails to comply with or is negligent in performing any provision hereof. All performance shall immediately cease as per such notice and no further billable costs shall be incurred. The City may terminate this Agreement if Contractor fails or refuses to comply with a Stop Work Notice.
- (d) **City Suspension for Convenience.** The City may direct Contractor to stop Work, in whole or in part, whenever, in the City's sole judgment and discretion, such stoppage is necessary to ensure proper completion of the Work, avoid injury to third persons, or otherwise meet the City's objectives. The City shall provide Contractor not fewer than five (5) days written notice, except in emergency circumstances. Contractor shall immediately comply with such notice. Should such stoppage increase Contractor's cost, an equitable adjustment will be made by Change Order. The notice shall be effective until rescinded in writing, unless the period of suspension is stated in the notice.
- (e) **Contractor's Right to Stop Work or Terminate Agreement**
 - (i) **Stop Work.** Contractor may stop work only under the following circumstances: (1) the Work is ordered temporarily discontinued by a court or other public authority; (2) it is necessary to stop work in order to protect the safety of Contractor or third persons; or (3) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide the City not fewer than seven (7) days prior written notice of its intention to stop work, except in emergency circumstances or when necessary to prevent injury to persons or property.
 - (ii) **Termination.** Contractor may terminate this Agreement under only the following circumstances: (1) the Work is ordered discontinued by a court or other public authority, through no act or fault of Contractor, for a period of not fewer than three months; (2) the City fails to pay Contractor when due any undisputed and adequately documented sum certified for payment by the City Project Manager. In such event, Contractor shall provide

not fewer than twenty (20) days written notice of its intention to terminate and afford the City the opportunity to cure said deficiency within said time period.

- (iii) **Duty to Perform.** Except as expressly provided above, in the event of any event, dispute, or other matter arising under this Agreement, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation as a Change Order, subject to the dispute resolution procedure.

17. NO ASSIGNMENT. The Contractor may not assign this Contract without the advance written approval of the City. For the purposes of this paragraph, assignment shall be interpreted to include any transfer of more than fifty (50%) percent of the ownership interests of the Contractor whether or not the Contractor is a sole proprietorship, partnership, corporation, limited liability company, limited partnership or any other business, organization or entity.

18. COMPLIANCE WITH PUBLIC RECORDS ACT

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (904) 825-1007
 Email: recordsrequest@citystaug.com
 Mailing Address: City of St. Augustine
 Darlene Galambos, City Clerk
 Public Records Custodian
 P.O. Box 210
 St. Augustine, Florida 32085-0210

Pursuant to Chapter 119, Florida Statutes, the Contractor shall comply with the provisions of the Florida Public Records Act, specifically to:

1. Keep and maintain public records required by the City to perform the Work.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify

the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.

6. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.
7. A contractor who fails to provide the public records to the City within a reasonable time may be subject to penalties under F.S. 119.10.

19. NO WAIVER OF SOVEREIGN IMMUNITY. Nothing in this agreement shall be construed as a waiver of sovereign immunity beyond that provided in Section 768.28, F.S., nor shall anything in this Agreement be construed as increasing the limits of the sovereign immunity of the City as provided in Section 768.28, F.S.

20. ASSIGNMENT AND SUBCONTRACTS

- (a) Contractor shall not sublet, assign, or transfer any Work involving more than fifteen percent (15%) of the total cost of the Work, or assign any monies due hereunder, without the City's prior written consent. As soon as practicable after signing this Agreement, but not fewer than seven (7) business days prior to the effective date of any subcontracts, Contractor shall notify the City's Project Manager in writing of the name of any subcontractor that has not been previously disclosed in the procurement process. Within five (5) business days, after the City receipt of said notification, the City shall indicate its approval or disapproval, which shall not be unreasonably withheld. Failure to timely provide such approval or disapproval shall constitute approval. Neither City approval of a subcontractor nor any other provision of this Agreement creates a contractual relationship between any subcontractor and the City. Contractor shall be allowed a maximum 10 % markup of their subcontractor's work for oversight and management.
- (b) Contractor is responsible for fulfilling all work elements in any subcontracts and payment of all monies due. Contractor is fully responsible to the City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them, and shall hold the City harmless from any liability or damages resulting from any subcontract to the extent allowed by law.

21. AUDIT; ACCESS TO RECORDS. Until the expiration of three (3) years after expenditure of funds hereunder, the City or its duly authorized representatives shall have access to examine any of Contractor's books and other records involving transactions related to this Agreement. Contractor shall preserve all such records for a period of not fewer than three (3) years. Contractor shall refund any payment(s) that are found to not constitute allowable costs based upon audit examination. All required records shall be maintained until an audit has been completed and all questions arising from it are resolved. Contractor will provide proper facilities for access to and inspection of all required records.

22. CIVIL RIGHTS. Pursuant to Chapter 760, Fla. Stat., Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin, age, handicap, or marital status.

23. COORDINATION WITH THE CITY AND OTHER CITY CONTRACTORS

- (a) The City may let other contracts in connection with the Work. Wherever work done by the City or another City contractor is contiguous to Contractor's Work, the respective rights of the various interests shall be established by the City so as to secure completion of the Work. Contractor shall arrange its Work so as not to interfere with the City or other City contractors and join its Work to

that of others in a proper manner, and in accordance with the intent of the Scope of Work. Contractor shall perform its Work in the proper sequence in relation to that of other City contractors, as may be directed by the City. Contractor shall afford other City contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly conduct and coordinate its Work with theirs. Contractor shall take into account all contingent work to be done by others and shall not plead it's want of knowledge of such contingent work as a basis for delay or non-performance. Contractor shall be liable for any damage it causes to the work performed by other City contractors.

- (b) If any part of the Work depends for proper execution or results upon the work of other City contractors, Contractor shall inspect and promptly report any defects in the other contractor's work that render it unsuitable for Contractor's Work. **Failure to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its Work, except as to defects which may develop in the other contractor's work after execution of the Work.**

24. CORRELATION AND INTENT OF DOCUMENTS; QUESTIONS OR ISSUES REGARDING PERFORMANCE OF THE WORK

- (a) This Agreement and all attachments are complementary. What is called for by one is as binding as if called for by all. The intent is to include all labor and materials, equipment, transportation, and incidentals necessary for the proper and complete execution of the Work. Materials or work described in words, which so applied have a well-known technical or trade meaning, shall be held to refer to such recognized standards.
- (b) It is the City's intention to fully assist Contractor in the successful performance of the Work and to respond in a timely manner to questions or issues that arise. Contractor should discuss any questions or issues with the City's Project Manager and communicate such questions or issues in writing when required by this Agreement. The City shall respond through its Project Manager.

25. DISPUTE RESOLUTION.

- (a) **During the course of work.** In the event any dispute arises during the course of the Work, Contractor shall fully perform the Work in accordance with the City's written instructions and may claim additional compensation. Contractor is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by submitting a formal request for additional compensation, schedule adjustment, or other dispute resolution to the City's Project Manager no later than fifteen (15) calendar days after the precipitating event. If not resolved by the Project Manager within five (5) business days, the Project Manager shall forward the request to the Office of the City Manager, which shall issue a written decision within fifteen (15) calendar days of receipt. This determination shall constitute final action of the City and shall then be subject to judicial review upon completion of the Work. **Contractor shall proceed with the Work in accordance with said determination. This shall not waive Contractor's position regarding the matter in dispute.**
- (b) **Invoices.** In the event the City rejects an invoice as improper, and the Contractor declines to modify the invoice, the Contractor must notify the City in writing within ten (10) calendar days of receipt of notice of rejection that the Contractor will not modify the invoice and state the reason(s) therefor. Within five (5) business days of receipt of such notice, if not informally resolved through discussion with the City Project Manager, the Project Manager shall forward the disputed invoice and the Contractor's written response to the Office of the City Manager. The matter shall then proceed as described in subsection (a), above.

26. DIVERSITY REPORTING. The City is committed to the opportunity for diversity in its procurement activities, and encourages its prime vendors (contractors and suppliers) to make a good faith effort to ensure that women and minority-owned business enterprises (W/MBE) are given the opportunity for maximum participation as sub-contractors. The City will assist Contractor by sharing information on W/MBEs. Contractor shall provide with each invoice a report describing the company names for all W/MBEs, the type of minority, and the amount spent with each at all levels. The report will also denote if there were no W/MBE expenditures.

27. DUTY TO INSPECT AND REPORT DEFICIENCIES IN PLANS AND SPECIFICATIONS

- (a) For any Work that is dependent upon conditions at the worksite, Contractor's acceptance of contract award represents and warrants that Contractor has inspected and satisfied itself concerning the nature and location of the Work and general and local conditions, including, without limitation: (1) conditions affecting transportation, disposal, handling, and storage of materials; (2) availability and quality of labor; (3) availability and condition of roads; (4) climatic conditions and seasons; (5) hydrology of the terrain; (6) topography and ground surface conditions; (7) nature and quantity of surface materials to be encountered; (8) equipment and facilities needed preliminary to and during the Work; and (9) all other matters that can affect the Work and the cost thereof. Contractor's failure to acquaint itself with such conditions will not relieve it from its responsibility for properly estimating the time required or cost of performing the Work. Where the City has investigated subsurface conditions, this data may be provided to Contractor or is available upon request. Contractor must either seek clarification concerning the data or assume the responsibility for its interpretation.
- (b) If Contractor discovers hidden or subsurface conditions that differ materially from those normally expected or indicated in the technical specifications, Contractor shall immediately, and before such conditions are disturbed, notify the City in writing of: (1) subsurface or latent physical conditions differing materially from those indicated in the technical specifications, or (2) unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for herein. The City shall promptly investigate the conditions and determine whether they materially differ so as to cause an increase or decrease in Contractor's cost. Where the differing site conditions materially impact Contractor's cost, an equitable adjustment shall be made and the Agreement modified accordingly. No claim will be allowed if Contractor fails to provide the required notice.
- (c) If Contractor in the course of the Work finds any defect in the plans and specifications, including, but not limited to, any discrepancy between the drawings and the physical conditions at the worksite, or any errors or omissions in the drawings or in the layout, as given by points and instructions, it shall immediately inform the City in writing, which shall be promptly verified by the City. Any Work done after such discovery, until authorized, will be done at Contractor's risk as to cost overruns and modifications necessary to correct deficiencies in the Work. To ensure the proper execution of its subsequent Work, Contractor shall measure Work already in place or completed and shall immediately report any discrepancy between the executed Work and the drawings or other specifications.

28. EMPLOYMENT ELIGIBILITY. Contractor must comply with F.S. 448.095 and use the United States Department of Homeland Security's E-Verify system ("E-Verify") to verify the employment eligibility of all persons hired by Contractor during the term of this Agreement to work in Florida. Additionally, if Contractor uses subcontractors to perform any portion of the Work (under this Agreement), Contractor must include a requirement in the subcontractor's contract that the

subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the Work. Contractor must include a requirement in the subcontractor's contract that the subcontractor use E-Verify to verify the employment eligibility of all persons hired by subcontractor to perform any such portion of the work. Answers to questions regarding E-Verify as well as instructions on enrollment may be found at the E-Verify website: www.uscis.gov/e-verify.

29. GOVERNING LAW, VENUE, ATTORNEY'S FEES, WAIVER OF RIGHT TO JURY TRIAL.

This Agreement shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceedings arising from or related to this Agreement: (1) venue for any state legal proceedings shall be in a court of competent jurisdiction located in St. Johns County; (2) venue for any federal legal proceeding shall be in the federal court for the Middle District of Florida, Jacksonville Division; (3) each party shall bear its own attorney's fees, including appeals; (4) for civil proceedings, the parties hereby consent to trial by the court and waive the right to jury trial.

30. INTEREST IN THE BUSINESS OF CONTRACTOR; NON-LOBBYING. Contractor certifies that no officer, agent, or employee of the City has any material interest, as defined in Chapter 112, F.S., either directly or indirectly, in the business of Contractor to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement. Pursuant to Section 216.347, F.S., monies received from the City pursuant to this Agreement shall not be used to lobby the Florida Legislature or any other state agency.

31. INDEPENDENT CONTRACTOR. Contractor is an independent contractor. Neither Contractor nor Contractor's employees are employees or agents of the City. Contractor controls and directs the means and methods by which the Work is accomplished. Contractor is solely responsible for compliance with all labor, wage and hour and tax laws pertaining to it, its officers, agents, and employees, and shall indemnify and hold the City harmless from any failure to comply with such laws. Contractor's duties include, but not be limited to: (1) providing Workers' Compensation coverage for employees as required by law; (2) hiring employees or subcontractors necessary to perform the Work; (3) providing any and all employment benefits, including, but not limited to, annual leave, sick leave, paid holidays, health insurance, retirement benefits, and disability insurance; (4) payment of all federal, state and local taxes, income or employment taxes, and, if Contractor is not a corporation, self-employment (Social Security) taxes; (5) compliance with the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq., including payment of overtime as required by said Act; and (6) providing employee training, office or other facilities, equipment and materials for all functions necessary to perform the Work. In the event the City provides training, equipment, materials, or facilities to meet specific City needs or otherwise facilitate performance of the Work, this shall not affect Contractor's duties hereunder or alter Contractor's status as an independent contractor. This paragraph does not create an affirmative obligation to provide any employee benefits not required by law.

32. PUBLIC ENTITY CRIME. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 F.S., for CATEGORY TWO (\$35,000) for a period of 36 months following the date of being placed on the convicted vendor list.

33. RELEASE OF INFORMATION. Contractor shall not publish or release any information related to performance of this Agreement, or prepare, publish, or release any news or press release in any way related to this Agreement, without prior City review and written consent.

34. REMEDIES FOR NON-PERFORMANCE

- (a) **City Remedies.** The remedies enumerated herein are non-exclusive. In addition to the remedies set forth below, the City may avail itself of any statutory and/or common law remedies not set forth herein. In the event of a breach, the City may terminate this Agreement for cause. Alternatively, the City may allow Contractor to correct the deficiency, or may take such action as is necessary to correct such deficiency through City action or that of a third party. Delay or failure by the City to enforce any right or remedy hereunder shall not impair, or be deemed a waiver of, any such right or remedy, or impair the City's rights or remedies for any subsequent breach of this Agreement.
- (b) **Contractor Correction of Deficiencies.** The City shall provide Contractor with written notice of deficiency. At the City's sole judgment and discretion, the City may afford an opportunity to correct said deficiency, in which event the notice shall specify the time allowed to cure. If Contractor disputes that a failure of performance has occurred, Contractor shall, nevertheless, perform the corrective action and may submit a request for a Change Order subject to the dispute resolution procedure. Unless authorized through a Change Order, the Completion Date shall not be extended in order to correct deficiencies. Contractor shall bear the cost of correcting all work of other contractors that is destroyed, damaged, or otherwise negatively impacted by its corrective action. Failure to take timely corrective action may result in termination for cause or the City pursuing alternative remedies, as provided herein.
- (c) **Alternative Remedies to Correct Deficiency.** If the City determines that it is not in its best interest for Contractor to correct incomplete or damaged Work caused by Contractor's failure of performance, the City may pursue any or all of the following remedies, in whole or in part: (1) accept the Work as is and deduct the reasonable value of the deficient Work from the Total Compensation; (2) complete the Work through the utilization of City employees and deduct the cost thereof from the Total Compensation; (3) contract with a third party to complete the deficient Work and deduct the cost thereof from the Total Compensation.
- (d) **City Technical Assistance.** The City may elect to provide technical assistance to Contractor in order to complete satisfactory performance of the Work. If the City is performing a function that Contractor is required to perform, the City may deduct the cost of providing such technical assistance from the Total Compensation. Prior to providing any such technical assistance, the City shall notify Contractor that it considers such assistance to be above and beyond its duties under this Agreement and that it intends to deduct the cost of providing such assistance from the Total Compensation. Contractor shall not be entitled to reject technical assistance when the City determines that such assistance is necessary to complete the Work.

35. ROYALTIES AND PATENTS. Contractor certifies that, to the best of its information and belief, the Work does not infringe on any patent rights. Unless provided otherwise herein, Contractor shall: (1) pay all royalties, patent, and license fees necessary for the Work; (2) defend all suits or claims for infringement of any patent rights, and (3) save and hold the City harmless from loss on account thereof; provided, however, that the City shall be responsible for any such losses when the utilization of a particular process or product of a particular manufacturer is specified by the City. If Contractor obtains information that the process or article so specified is a patent infringement, it shall be responsible for such loss unless it promptly so notifies the City.

36. SAFETY. For any Work that is to be performed on premises that are owned or controlled by the City (the Premises), Contractor has the sole and exclusive duty for the safety of the premises. Contractor shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to City property, materials, and equipment. Contractor shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither Contractor nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. Contractor employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless otherwise authorized by the City. Contractor shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by Contractor.

37. USE OF COMPLETED PORTIONS OF THE WORK. The City shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding the fact that the time for completing the entire Work or such portions may not have expired. Such taking of possession and use will not be deemed an acceptance of any Work not completed. If such possession and use increases the cost of or delays the Work, Contractor shall be entitled to a Change Order for extra compensation, or extension of time, as necessary, to offset the effect of such prior possession and use.

38. WARRANTY

(a) Contractor warrants that the Work, workmanship and material furnished by Contractor shall be new and of specified quality, shall conform to the requirements of this Agreement, shall be free from defects, and shall be free from any security interest, lien, or other encumbrances. This warranty shall remain in effect for a period of twelve (12) months after completion of the Work, unless otherwise specified herein. Any defective Work, workmanship, or material corrected during the warranty period shall be similarly warranted for twelve (12) months following its correction or for such other period as specified herein. The express warranty set forth herein shall not be exclusive and shall not act as a limitation upon any statutory or other warranty of any kind, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.

(b) In the event of breach of this warranty, Contractor shall take the necessary actions to correct the breach in the most expedient manner as dictated by then-existing circumstances. All costs incidental to the repair, replacement, redesign, and testing incurred as a result thereof, including the removal, replacement, and reinstallation of equipment in place when the Work was started, shall be Contractor's responsibility. Upon written notification of a breach, Contractor shall promptly send the necessary personnel to the project site to assume responsibility for corrective action. Time is of the essence. Contractor shall be afforded necessary and reasonable access to perform warranty work. If Contractor fails to promptly correct the breach, the City may take corrective action without waiving any other rights or remedies it may have, and Contractor shall reimburse the City for all expenses reasonably incurred in performing such corrective action.

39. WORK SCHEDULE. For construction or other services upon City property, no Work shall be accomplished on official holidays or weekends unless approved in advance by the City Project Manager. Unless otherwise approved by the City Project Manager, Contractor's work hours on City property shall not commence before 7:00 a.m. and shall conclude on or before 6:00 p.m. All requests to change the schedule shall be coordinated with the City a minimum of 24 hours in advance of the change and confirmed in writing.

- 40. CONTRACT INTERPRETATION.** All parts and subparts of the Agreement should be read as consistent with, and in addition to, each other. In the event of a conflict between the terms of this Agreement and the General Conditions, the terms of the General Conditions shall prevail.
- 41. ENTIRE AGREEMENT.** The terms of this Agreement supersede any and all prior or contemporaneous understandings, agreements and representations and constitute the final and complete understandings of the parties.
- 49. USE OF CITY SEAL.** Contractor is not authorized to use the City Seal unless separate written approval is granted by the City Commission.
- 50. RESPONSIBLE VENDOR DETERMINATION.** Respondent is hereby notified that Section 287.05701, Florida Statutes, requires that the City may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.
- 60. EFFECT OF BANKRUPTCY.** The Agreement will be deemed terminated upon the City being put on notice that the Contractor has made a general assignment for the benefit of its creditors, has had a receiver appointed because of insolvency, has filed for bankruptcy, or has a petition for involuntary bankruptcy filed against it.
- 61. HEAT PROTECTION AND REGULATIONS.** Contractor must comply with all state and federal heat exposure laws.

**ADDITIONAL PROVISIONS
(In Alphabetical Order)**

DEFINITIONS

ADDENDA: Written or graphic instruments issued prior to the opening of Bids which make additions, deletions, or revisions to the solicitation or contract documents.

AGREEMENT: The written contract between the City and Contractor covering the Work, which includes all documents attached to this Agreement or incorporated herein by reference. The words “contract” and “Agreement” are synonymous in these documents.

AMENDMENT: Any written change made to the terms and conditions of the Agreement.

BID: The written offer of Respondent (when submitted on the reproduced approved forms) to perform the Work and furnish the necessary materials in accordance with the provisions of this Agreement.

BID BOND: The security furnished with a Bid to guarantee that Respondent will enter into a contract and execute, deliver, and perform all other obligations described in the Invitation for Bids if Contractor receives a Notice of Intent to Award the contract from the City.

CHANGE ORDER: A written agreement of the parties after the Commencement Date to amend this Agreement so as to modify the Scope of Work or the Total Compensation or provide for an extension of time.

COMMENCEMENT DATE: The date upon which the Work is authorized to proceed.

COMPLETION DATE: The date by which the Work is required to be completed.

CONTRACTOR: Contractor, its officers, employees, agents, successors, and assigns.

CONTRACTOR’S PROJECT MANAGER: The individual designated by the Contractor to be responsible for overall coordination, oversight, and management of the Work for Contractor.

CONTRACTOR’S SUPERINTENDENT: Contractor’s representative who is present during the progress of the Work and authorized to receive and fulfill instructions from the Contractor’s Project Manager or the City.

CPM or CRITICAL PATH METHOD: The use of calculated task duration with no regard for probabilities. A path has no float and is the longest path through the project. A critical path encompasses those project activities that are crucial and cannot be shifted, having calculated task duration. They are the important activities driving the project. Float belongs to the City.

DAY: Each day shown on the calendar.

DELIVERABLES: All Work that is to be performed pursuant to the Scope of Work, in whole or in part, including, but not limited to, all equipment or materials that are incorporated within the Work.

CITY: The City of St. Augustine, its Commission, officers, agents, and employees.

CITY'S PROJECT MANAGER: The City employee designated by the City to be responsible for overall coordination, oversight, and management of the Work for the City.

CITY'S SUPPLEMENTAL INSTRUCTION: Instructions issued by the City's Project Manager to make minor changes in the Work not affecting the Total Compensation or the Completion Date, and consistent with the purpose of the Work.

FINAL RELEASE OF LIENS: The instrument that is to be signed by Contractor and submitted to the City upon completion of the Work showing that all bills from subcontractors have been paid.

INSPECTOR: The City's Project Manager or an authorized representative of the City who is assigned to inspect the Work.

PERFORMANCE AND PAYMENT BOND: The security furnished by Contractor and surety in either the form provided or in a form approved by the City as a guarantee that Contractor will perform all of its contractual obligations in accordance with the terms of the Agreement and pay in full all bills and accounts for material, labor, services, and supplies used directly or indirectly in the performing the Work.

PERSON: Any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or capacity, whether appointed by a court or others, and any combination of individuals.

PRINCIPAL: When used in a Bid, Performance and Payment Bond, the word "principal" means the same as the word "Contractor."

REQUEST FOR BIDS: An advertised solicitation for sealed competitive Bids, with the title, date, and hour of the public opening designated. It includes a detailed description of the goods and/or services sought, the date for submittal of Bids, and all contractual terms and conditions.

RESPONDENT: Any person who submits a Bid in response to a Request for Bids or a proposal in response to a Request for Proposals.

SCOPE OF WORK: The City's written directions, requirements and technical specifications for completing the Work. Standards for specifying materials or testing that are incorporated therein by reference shall have the same force and effect as if fully set forth therein.

SUBCONTRACTORS: Those persons having a direct contract with Contractor relating to performance of the Work, including one who furnishes material worked into a special design in accordance with the plans or specifications of the Work, but not including one who merely furnishes material.

SURETY: The entity bound by a bond to be liable for Contractor's satisfactory performance of the Work and payment of all debts pertaining thereto.

TOTAL BID: The total cost to be paid to Contractor for completion of the Work.

TOTAL COMPENSATION: The total funds to be expended pursuant to this Agreement upon satisfactory completion of the Work.

WORK: All labor, materials, equipment, transportation, supporting documentation, and other products, services, or facilities necessary for complete performance of the Agreement.

****To be used for corporations**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year written below.

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

Corporate Secretary
(SEAL)

CONTRACTOR

By: _____
Printed Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle C. Lopez, City Attorney

Exhibit A: Scope of Work
Exhibit B: Insurance Requirements
Exhibit C: Cost Schedule

****To be used for LLC and Individual**

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate, each of which shall be deemed an original on the day and year written below.

CITY OF ST. AUGUSTINE,
FLORIDA a municipal corporation

ATTEST:

Name: _____
City Clerk

(SEAL)

By: _____

Printed Name: _____

Title: _____

Date: _____

CONTRACTOR

Signed, sealed and delivered
in the presence of:

Witness

Printed Name: _____

Witness

Printed Name: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle C. Lopez, City Attorney

Exhibit A: Scope of Work
Exhibit B: Insurance Requirements
Exhibit C: Cost Schedule

EXHIBIT A- SCOPE OF WORK

The Auditor Selection Committee for City of St. Augustine (the "CITY") is requesting submittals from qualified firms of Certified Public Accountants to audit its financial statements for the fiscal year ending September 30, 2024, and the two (2) subsequent fiscal years, with options to renew. The CITY expects the Auditor to express an opinion on the fair presentation of its General Purpose Financial Statements and the Financial Statements for the City's Community Redevelopment Agency in conformity with Generally Accepted Accounting Principles. Auditor may be asked at the City's discretion to express an opinion on the fair presentation of the Financial Statements for the City's Public Employees' Retirement System in conformity with Generally Accepted Accounting Principles.

1. Indicate in your proposal if you agree to meet or exceed the following performance specifications. Explain any exceptions you have regarding them.

The audit shall be performed in compliance with the requirements of the following:

- a. Section 218.39, Florida Statutes, and any other applicable Florida Statutes.
 - b. Rules of the Florida Department of Financial Services.
 - c. Rules of the Auditor General, State of Florida, Chapter 10.550.
 - d. Audits of State and Local Governmental Units, issued by the American Institute of Certified Public Accountants.
 - e. Codification of Governmental Accounting and Financial Reporting Standards - Governmental Accounting Standards Board.
 - f. Government Auditing Standards issued by the Comptroller General of the United States.
 - g. Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, Office of Management and Budget.
 - h. Federal Single Audit Act of 1984 and amendments of 1996.
 - i. Florida Single Audit Act (Section 215.97, Florida Statutes).
 - j. Statements on Auditing Standards (GAAS). Any other applicable federal, state, local regulations or professional guidance not specifically listed above, as well as any additional requirements, which may be adopted by these organizations in the future.
 - k. Chapter 27 of the Florida Statutes - Local Government Criminal Justice Trust Fund.
 - l. Section 216.349, Florida Statutes - Compliance with laws, regulations, contracts, grants related to State grants or grants-in-aid.
 - m. Any other applicable federal, state, local regulations or professional guidance not specifically listed above, as well as any additional requirements, which may be adopted by these organizations in the future.
2. Final and complete reports of the audit shall be submitted to the City Commission each year not later than March 15, unless otherwise authorized by the City Manager Department.
 3. The audit report shall contain the opinion of the auditor on the financial statements and an opinion on compliance with applicable legal provisions.
 4. The auditor shall be required to make an immediate written report of irregularities, illegal acts or indications of illegal acts, if any, and immediately make the City Manager aware of same.

5. The Respondent agrees to notify the City immediately should any disciplinary actions be taken or complaints filed with any regulatory bodies against any of the Respondent's staff or the Respondent itself.
6. The auditor shall submit, not later than March 15, a written draft report of any recommendations to strengthen internal controls.
7. The auditors shall submit, not later than March 15, a management letter which shall identify management weaknesses observed, assess their effect on financial management and propose steps to eliminate them.
8. The partner-in-charge of the audit and the audit manager shall be free to attend up to two (2) public meetings for discussion of the audit reports. The firm will also be available for consultation and advice to the Finance Department and the City Manager Department.
9. The auditors shall, without charge, make available their work papers to the Finance Department and to subsequent auditors or to any federal or state agency upon request and in accordance with federal and state law regulations.
10. The reports on the internal control structure and compliance, schedules of federal awards and state financial assistance and related auditor's report, A schedule of findings and questioned costs (if applicable) and other reports that are or may be required in accordance with Government Auditing Standards, are to be included in the Annual Comprehensive Financial Report (ACFR) for the City of St. Augustine.
11. The firm shall agree to utilize the City's staff to perform all work of an assisting nature consistent with Generally Accepted Auditing Standards, depending on the availability of City's employees. However, it is not the City's intent for its staff to prepare the auditor's workpapers. The City expects that the auditor will provide the City technical advice and recommendations as to current GASB and ACFR Certificate of Achievement requirements and assure the City's compliance with such.
12. The City will send its Annual Comprehensive Financial Report (ACFR) to the Government Finance Officers Association of the United States and Canada (GFOA) annually for review and consideration in their Certificate of Achievement for Excellence in Financial Reporting program. The City shall retain ultimate responsibility for preparation of the Annual Comprehensive Financial Report in compliance of the GFOA standards for the award; however, the Auditor shall assist in proof reading of entire document and conduct an overall review including layout, design, and suggested improvements.
13. The auditors will provide bond covenant compliance letters where required by bond documents. In addition, the auditors will prepare the schedules disclosing certain information required by any bond covenants.
14. If selected, the Respondent agrees to negotiate and execute an engagement letter, hereafter referred to as "contract", with the City of St. Augustine, which incorporates the terms of the proposal and additional information as required by professional standards.
15. The Respondent will designate two (2) "key" members of the audit team. The Respondent may not substitute engagement partners or managers who are assigned to the audit without the prior written consent of the Finance Officer. Engagement partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the firm, are promoted, or are assigned to

another office. These personnel may also be changed for other reasons with the express prior written permission of the City of St. Augustine. The reason for substitution, along with resumes describing the roles and experience of replacements, must be provided to the Finance Officer. Substitution will not be unreasonably denied; however, in either case, the City of St. Augustine retains the right to approve or reject replacements. The City reserves the right to request the Respondent to replace assigned staff that are disruptive or that do not appear to be conducting themselves in a professional manner.

16. At the discretion of the City, the Respondent may be asked to express an opinion on the fair presentation of its basic financial statements in conformity with applicable generally accepted accounting principles. The Respondent is also to provide an opinion on the combining and individual non-major fund statements and schedules in relation to the basic fund statements taken as a whole. To comply with the requirements of Chapter 175 and 185, Florida Statutes, the City requires a detailed listing of assets and a statement of all income and disbursements for the year for the Police Officers' Retirement System Fund, the Firefighters' Retirement System Fund, the General Employees' Retirement System Fund and Other Post-Employment Benefits (OPEB). Such income and disbursements must be reconciled with the assets at the beginning and end of the year. A Combining Statement of Plan Net Assets and Combining Statement of Changes in Net Assets are required in the audited financial statements. The auditor is not required to audit the supplementary information, or the statistical sections included with the financial statements.
17. The Respondent will express an opinion of the fair presentation of the Annual Financial Report (AFR) for the City's Community Redevelopment Agency (CRA). Include a finding as to whether the CRA complies with Florida Statutes Sections 163.387(6) and (7); and Rules of the Auditor General – Section 10.556(10)(7).
18. The Respondent will prepare all adjusting journal entries converting data reported in governmental funds for presentation as *governmental activities* in the government-wide financial statements. The entries will be prepared on a conversion worksheet in an electronic format mutually agreed to by the Respondent and the City. All entries will be reviewed with the Finance Department prior to issuance of the financial statement draft, and a copy of the electronic worksheet will be provided to the City.
19. The Respondent shall report to the City, at least weekly, the status of any potential audit adjustments, so that the City may have adequate opportunity to investigate, gather information and respond if necessary. Final audit adjustments shall be submitted to the City of St. Augustine no later than January 31 following the end of the fiscal year under audit. All adjustments posted to the financial statements must be agreed to by the City of St. Augustine and reconciled to the City's accounting records by City staff, prior to release of the final audit report.
20. The City of St. Augustine will prepare the Management Discussion and Analysis (MD&A) and the statistical section, and the City shall retain ultimate responsibility for the preparation and content of these documents. However, the auditor shall provide assistance in proof reading, performing an overall review, and suggesting improvements to the MD&A and the statistical section.
21. The Respondent will assist with the preparation of all financial statements, footnotes, schedules, including client-requested schedules to meet bond requirements, etc., and required reports during the contract period.
22. The audit shall also include a review of the Annual Financial Report provided to the Department of Financial Services, to assure consistency with the City's financial statements.

23. The Respondent shall provide technical advice, as requested, for accounting and tax issues that may arise during the contract period.
24. The City may issue one or more official statements for the sale or refunding of bonds during the term of this contract. The official statement will contain the general-purpose financial statements. The Respondent shall be required to issue, upon request, a "comfort letter" and other documents necessary to issue or refund the bonds. Fees for such requests made by the City of St. Augustine shall be based on hourly fees submitted by the Respondent.
25. Respondent shall provide the City of St. Augustine with a copy of each external quality control review (peer review) conducted during the time period engaged by the City of St. Augustine.

EXHIBIT B - INSURANCE REQUIREMENTS

At a minimum, Contractor shall acquire and maintain until completion of the Work the insurance coverage listed below, which constitutes primary coverage. Contractor shall not commence the Work until the City receives and approves Certificates of Insurance documenting required coverage. Contractor's General Liability policy shall include Endorsement CG 20101185, or equivalent, naming the City of St. Augustine ("City") as Additional Insured. All required policies shall include: (1) endorsement that waives any right of subrogation against the City for any policy of insurance provided under this requirement or under any state or federal worker's compensation or employer's liability act; (2) endorsement to give the City no less than thirty (30) days notice in the event of cancellation or material change. Certificates of Insurance must be accompanied by copies of the requested endorsements.

Any deductibles or self-insured retentions above \$100,000 must be declared to and approved by the City. Approval will not be unreasonably withheld. Contractor is responsible for any deductible or self-insured retention. Insurance must be placed with insurers having an A.M. Best rating of A-V or greater. City receipt of insurance certificates providing less than the required coverage does not waive these insurance requirements.

- (a) **Workers' Compensation Insurance.** Workers' compensation and employer's liability coverage, including maritime workers compensation, if applicable, in not less than the minimum limits required by Florida law. If Contractor claims an exemption from workers' compensation coverage, Contractor must provide a copy of the Certificate of Exemption from the Florida Division of Workers' Compensation for all officers or members of an LLC claiming exemption who will be participating in the Work. In addition, Contractor must provide a completed City "Affidavit (Non-Construction)" for non-construction contracts. Contractor is solely responsible for compliance with any Federal workers' compensation laws such as, but not limited to, Jones Act and USL&H Act, including any benefits available to any workers performing work on this project.
- (b) **General Liability.** Commercial General Liability Insurance on an "Occurrence Basis," with limits of liability not less than \$1,000,000/\$2,000,000, for personal injury, bodily injury, and property damage. Coverage shall include: (1) contractual liability, (2) products and completed operations, (3) independent contractors, and (4) property in the care, control, or custody of the Contractor. Extensions shall be added or exclusions deleted to provide the necessary coverage.
- (c) **Automobile Liability.** Minimum limits of \$100,000/\$300,000/\$50,000

****If applicable, the following additional coverage may be required, depending upon the nature of the Work.**

- (**) **"Builder's Risk" Property Insurance.** Coverage amount shall be sufficient to insure the completed value of new project construction.
- (**) **Maritime Workers' Compensation** insurance may be required if the work involves maritime activities, such as underwater diving, or work adjacent to navigable waters.
- (**) **Watercraft Liability.** \$300,000 for bodily injury and property damage.
- (**) **Pollution/Environmental Impairment Liability Coverage.** Not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury, and property damage.
- (**) **Professional Liability.** (Per claim) \$500,000 single limits.

EXHIBIT C – COST SCHEDULE**(TO BE INSERTED AFTER AWARD)**

Fiscal Year	Audit Engagement Period	Annual amount
October 1, 2023 to September 30, 2024	April 1, 2024 to March 31, 2025	
October 1, 2024 to September 30, 2025	April 1, 2025 to March 31, 2026	
October 1, 2025 to September 30, 2026	April 1, 2026 to March 31, 2027	

- Renewal Years will be negotiated upon renewal

Rate Schedule for additional work/meetings outside of Scope

Staff	Hourly Rate
Partner	
Manager	
Staff	

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: August 29, 2024

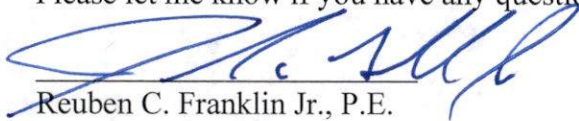
RE: Staff Report: King Street Final Concept Plan Presentation and Discussion

Staff plans to present the final concepts for the redesign of King Street and Cathedral Place to the City Commission to receive feedback and ultimately seek approval of a concept plan for the corridor that enables the design team to move into the construction documents phase of the project. The design team have engaged with various stakeholders within the city to present the concepts and receive input on the preferred concepts. To date the team has performed the following tasks to engage the public and receive input:

1. A project website launched (www.mlhhub.com) to provide updates and project information
2. News and Notes Articles that included the website link
3. First City Public Workshop in the Alcazar Room, February 22, 2024
4. St. Augustine Business Coalition (SABC), March 6, 2024
5. Old City South Neighborhood Association (OSCNA), March 21, 2024
6. Rotary Club at the Casa Monica, March 25, 2024
7. St. Johns County Visitors and Convention Bureau (VCB), March 26, 2024
8. Historic Architecture Review Board (HARB) and Corridor Review Committee (CRC), April 18, 2024
9. City Commission, May 2024 to reaffirm moving forward with the Bridge of Lions Intersection Improvements
10. Second City Public Workshop in the Alcazar Room, June 27, 2024

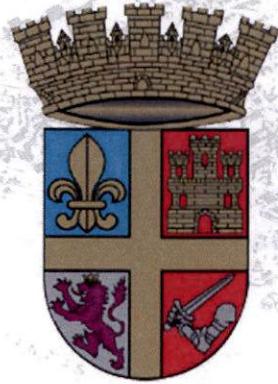
During the joint HARB and CRC meeting, they unanimously voted for reducing Cathedral Place to one lane with the intersection improvements. Attached is a presentation covering the concepts. It is important to note that all the concepts have been extensively vetted through traffic engineering modeling that utilizes data collected along the corridor during peak traffic periods.

Please let me know if you have any questions.



Reuben C. Franklin Jr., P.E.
Assistant City Manager

Attachment: King Street Presentation




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CITY OF **ST AUGUSTINE**

Final Concept
CITY COMMISSION
REVIEW + FEEDBACK
FOR APPROVAL

September 9, 2024



HANSON



Marquis Latimer + Halback
LANDSCAPE ARCHITECTURE · PLANNING

August 27, 2024 v6

Where have we been?

First Public Meeting FEBRUARY 2024

Option A preferred

HARB & Corridor Review Committee APRIL 2024

Opinion of Appropriateness; Option A preferred

City Commission Feedback MAY 2024

Moving forward with Bridge of Lions intersection

Public + Neighborhood Meetings

Ongoing; Option A preferred

Second Public Meeting JUNE 2024

Option A preferred

City Commission Meeting TODAY

Review final concept for feedback and potential approval



1

The Big Three

Livability

Access (vehicular + pedestrian)

Deliveries

Mobility

Improved Utilities + Storm Readiness
(stormwater, electric, water, sewer
upgrades in all concepts)

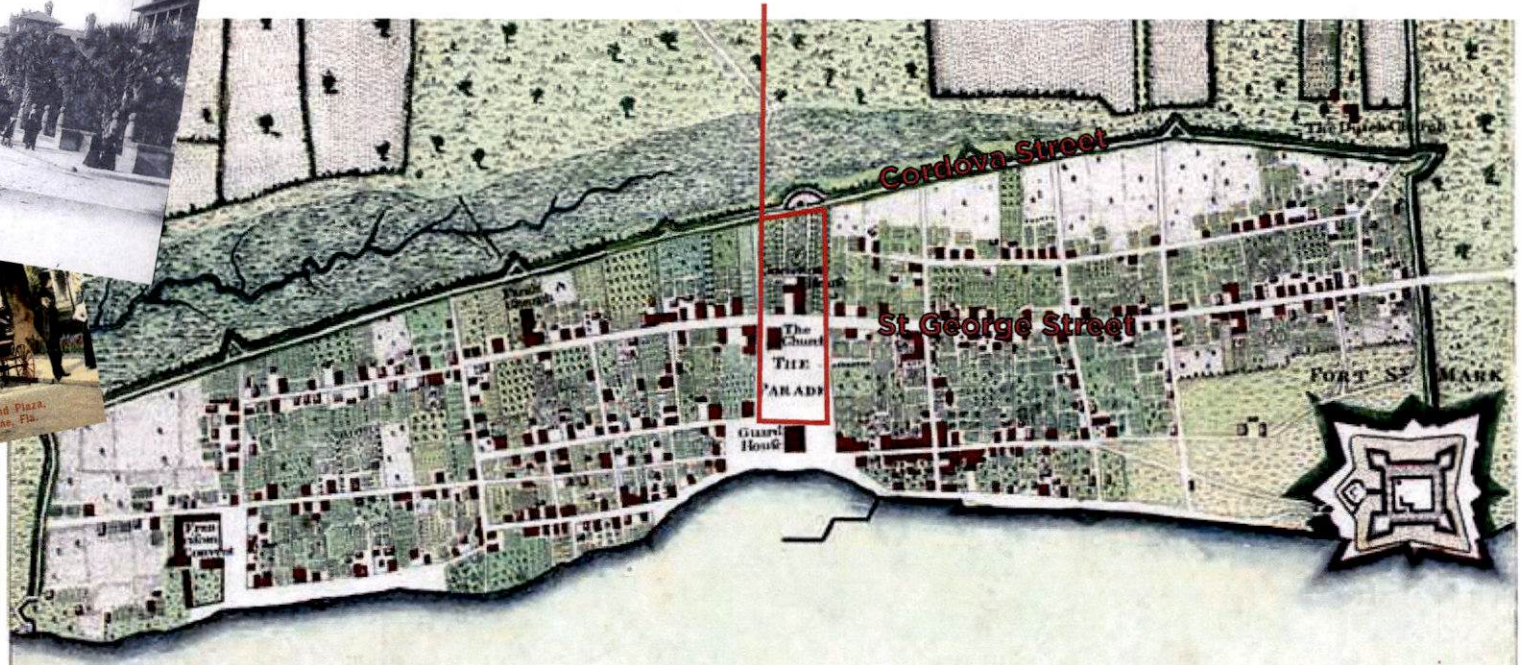
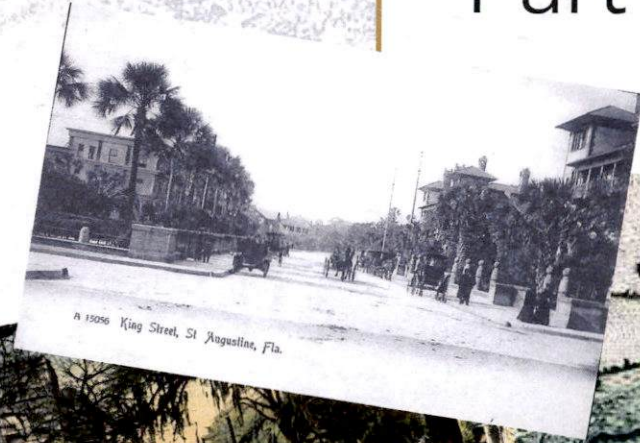


2

The Big Three

History

Entry to the Historic District
Part of original 1573 Town Plan



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CITY OF ST. AUGUSTINE

August 27, 2024 v6

3

The Big Three

Beauty

The Best Mile in Florida!



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CITY OF ST. AUGUSTINE
August 27, 2024 v6




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The Best Mile in Florida
CITY OF **St AUGUSTINE**

Malaga to Cordova Final Concept

Left Turn Lane + Improved Walkability



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LANDSCAPE ARCHITECTURE · PLANNING

Recommended Concept

Left Turn Lane + Improved Walkability



The Big Three

- 1 Livability:** allows current traffic patterns + improved pedestrian crossings
- 2 History:** uses HARB approved materials palette + returns palms along the roadway
- 3 Beauty:** brick + palms with shade trees when able + underground utilities

Stormwater + Utility Improvements

Signal Phasing + Progression

Protected Left Turn from Ribera to head west
Better integration / communication of all signals

Improved Safety

"Table topped" intersections
Wider sidewalks when able
Mid block crossings (and traffic movements stay the same)



Malaga to Cordova Final Concept

City of St. Augustine, 75 King Street, St. Augustine, Florida, 32084
ML+H Project No. 23.12.0

August 27, 2024
v6



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www.halback.com | Florida Qualifier LA5667110



King Street at Malaga Street

City of St. Augustine, 75 King Street, St. Augustine, Florida, 32084
ML+H Project No. 23.12.0

August 27, 2024
v6



Marquis Latimer + Halback
LANDSCAPE ARCHITECTURE · PLANNING
www.halback.com | Florida Qualifier: LA0007130



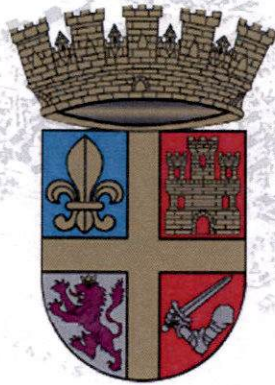
King Street at Martin Luther King Jr. Avenue

City of St. Augustine, 75 King Street, St. Augustine, Florida, 32084
ML+H Project No. 23.12.0

August 27, 2024
v6



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Plaza de la Constitucion Final Concepts

1-Lane Option
2-Lane Option



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LANDSCAPE ARCHITECTURE · PLANNING



Plaza Decision Points

1 lane or 2 lane

1 lane recommended by design team and staff based on feedback

Traffic Flow

Free Flow around west Plaza
or Maintain Current

Parking

Reduction of 31 spaces (from 89 to 58)

Reduction of 16 spaces (from 89 to 73)

1 Lane Cathedral

Expanded Sidewalks (12'-15'); 58 spaces shown (can be 73 spaces with optional)



The Big Three

- 1 **Livability:** walkability + deliveries + traffic flow; on street dining
- 2 **History:** removes parking around Plaza
- 3 **Beauty:** brick + framed views of / around Plaza

Stormwater + Utility Improvements

Curbless / Complete Street on Cathedral
Curbing along King Street

Traffic Flow: Free Flow

Improved traffic flow efficiency

Improved Safety

"Table topped" intersections
Wider sidewalks (3000sf more space than 2-lane)



Cathedral Place 1 lane

City of St. Augustine, 75 King Street, St. Augustine, Florida, 32084
ML+H Project No. 23.12.0

August 27, 2024

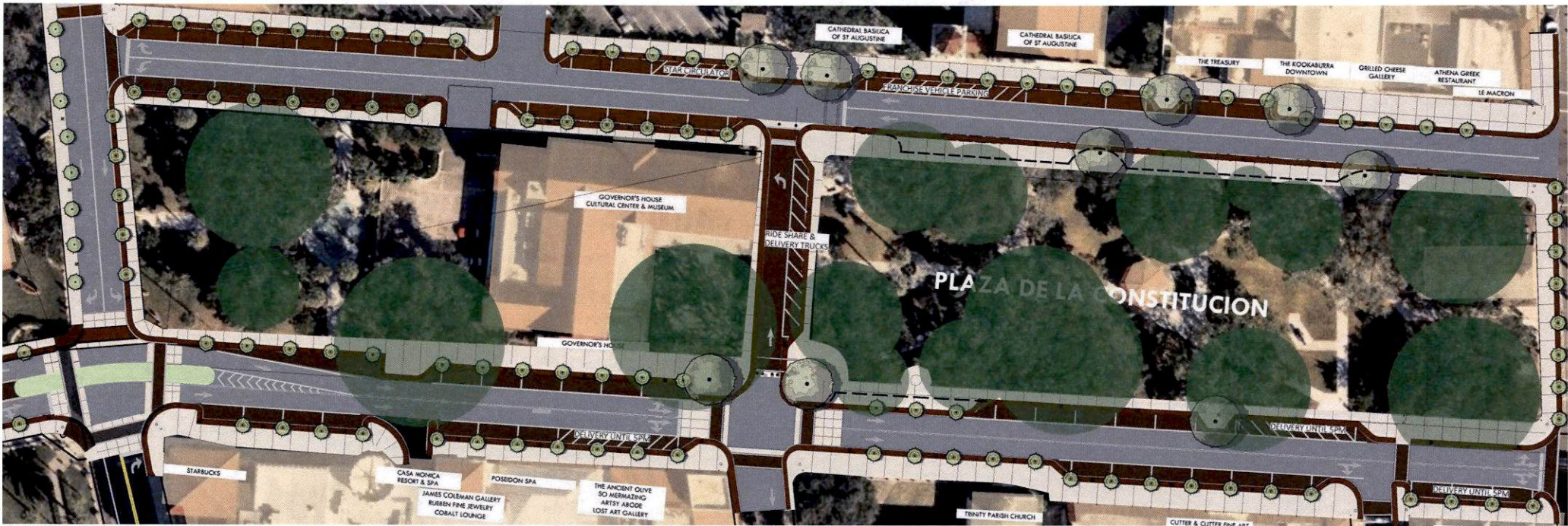
v6



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2 Lane Cathedral

Sidewalks (10'-13'); note 3000sf less pedestrian space than 1-lane; 58 spaces shown (can be 73 spaces with optional)



The Big Three

- 1 **Livability:** walkability + deliveries + traffic flow; on street dining
- 2 **History:** removes parking around Plaza
- 3 **Beauty:** brick + framed views of / around Plaza

Stormwater + Utility Improvements

- Curbless / Complete Street on Cathedral
- Curbing along King Street

Traffic Flow

- Improved traffic flow efficiency

Improved Safety

- "Table topped" intersections
- Wider sidewalks (3000sf less space than 1-lane)



Cathedral Place 1 lane

City of St. Augustine, 75 King Street, St. Augustine, Florida, 32084
ML+H Project No. 23.12.0

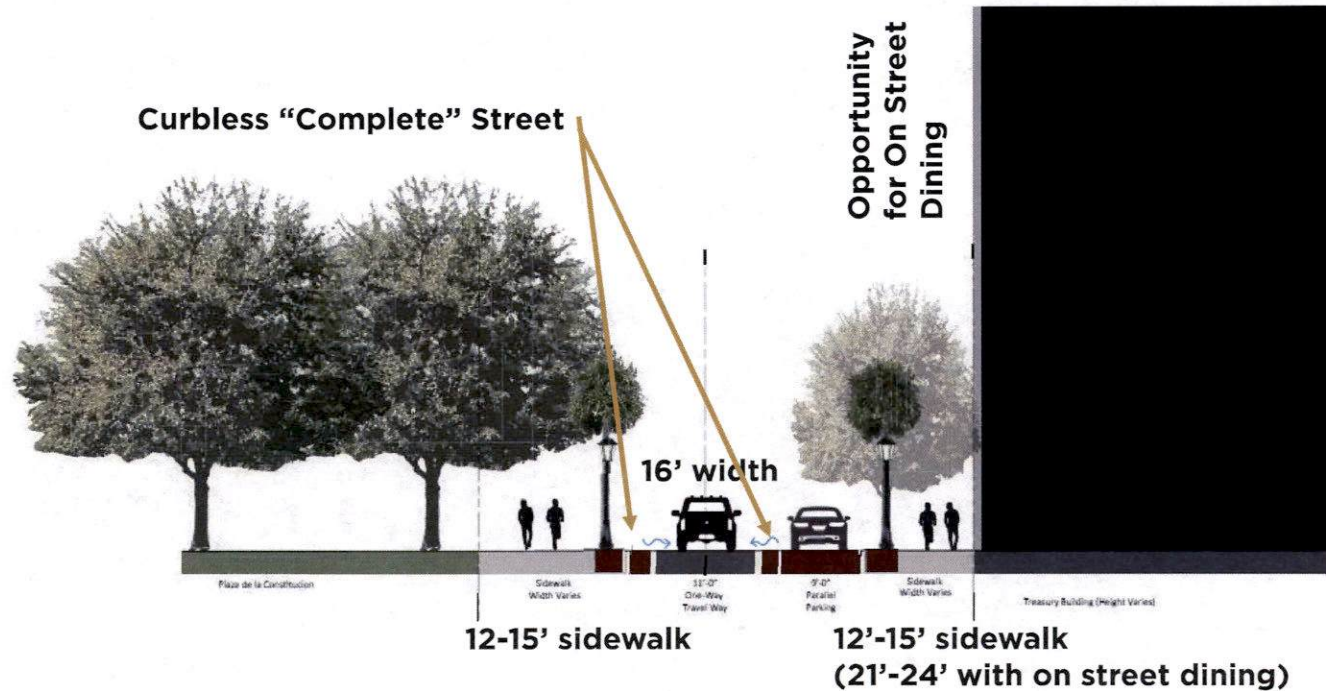
August 27, 2024

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Cathedral Place 1-Lane Option



NOTE: 16' allows for passing when needed.



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LANDSCAPE ARCHITECTS



Cathedral Place 1-Lane Perspective

City of St. Augustine, 75 King Street, St. Augustine, Florida, 32084
ML+H Project No. 23.12.0

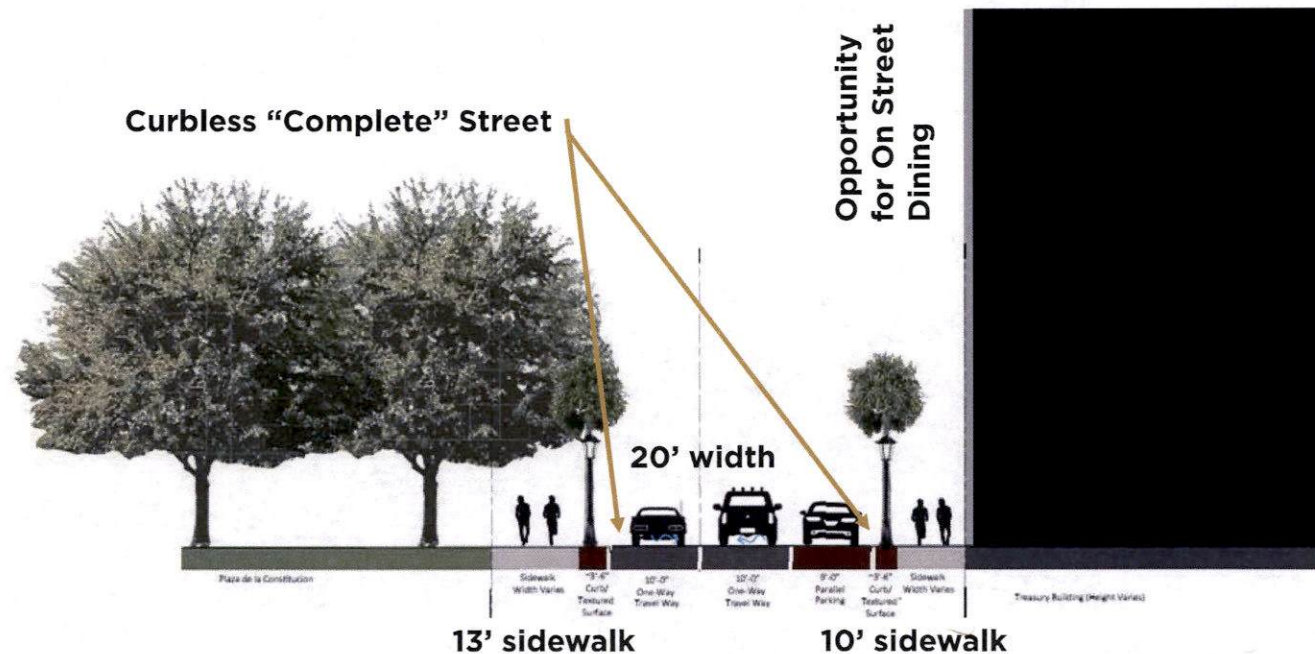
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Note: Not all off-site improvements (such as signage) is shown in the renderings.



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Cathedral Place 2-Lane Option



**NOTE: 4' less pedestrian width overall.
(3,000 sf less pedestrian space than 1 lane option.)**



Cathedral Place 2-Lane Perspective

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Note: Not all off-site improvements (such as signage) is shown in the renderings.





Plaza Perspectives King Street

City of St. Augustine, 75 King Street, St. Augustine, Florida, 32084
ML+H Project No. 23.12.0

August 27, 2024

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Note: Not all off-site improvements (such as signage) is shown in the renderings.

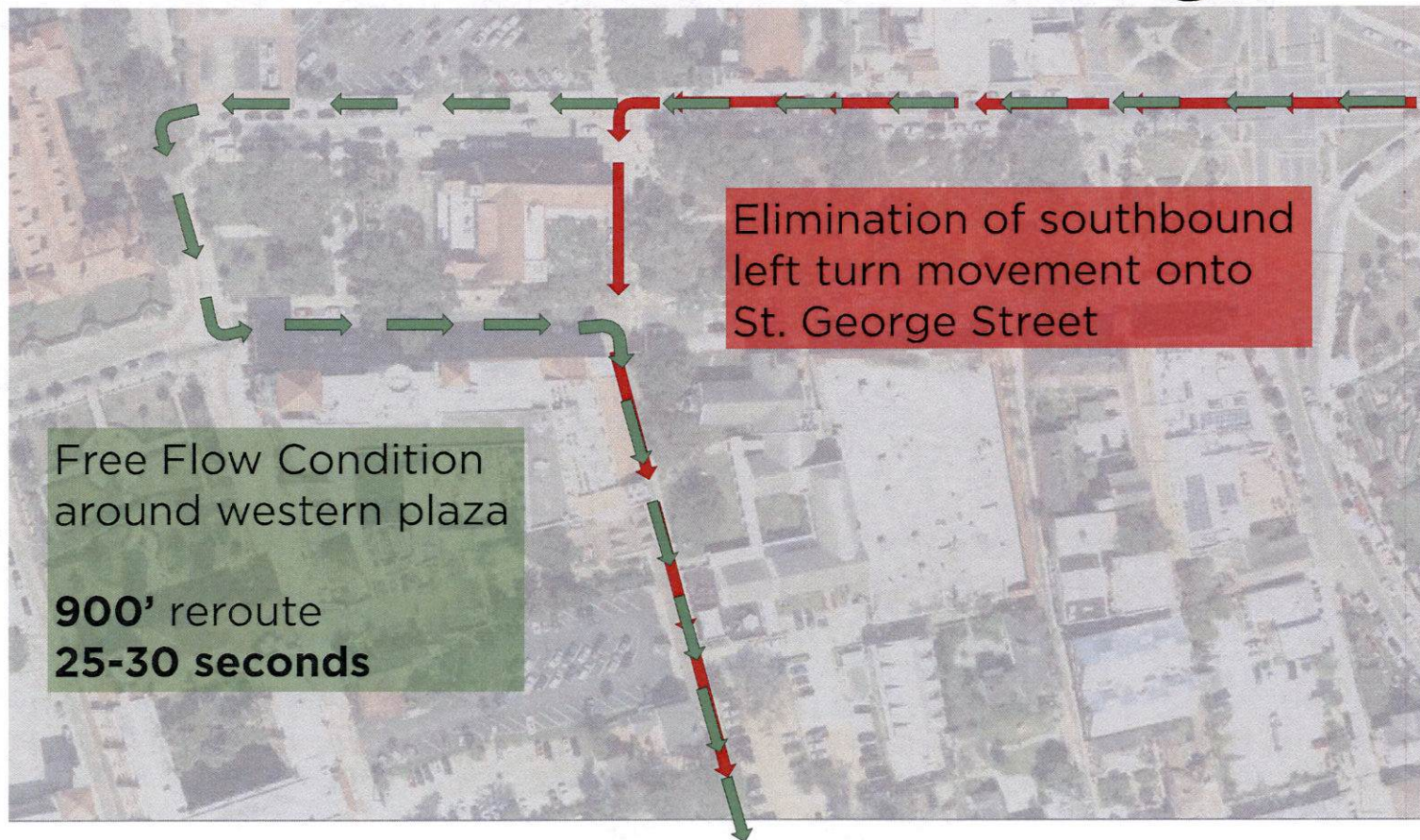


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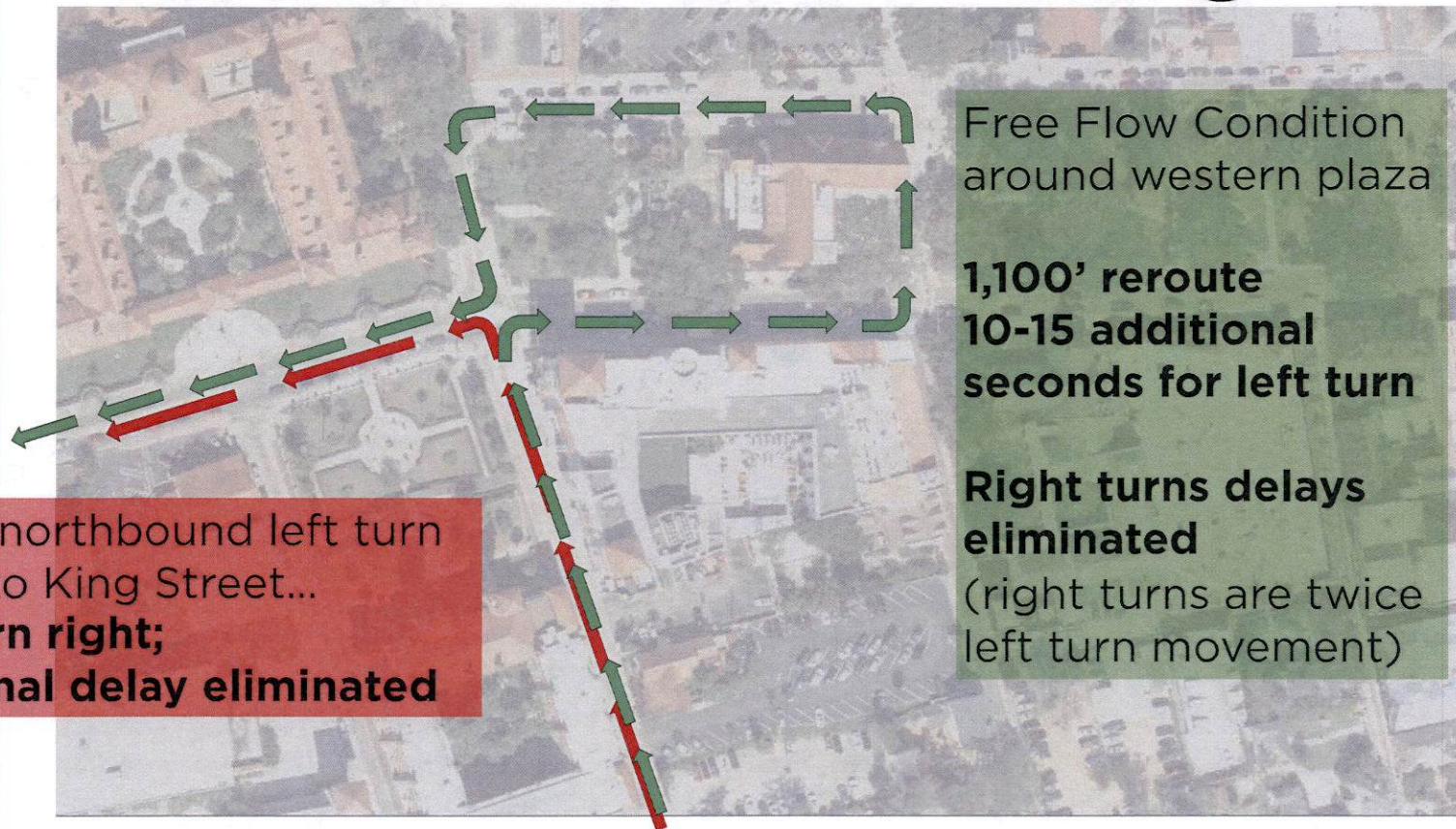
Traffic Flow

What Movements Change?



Traffic Flow

What Movements Change?



Free Flow Condition
around western plaza

1,100' reroute
10-15 additional
seconds for left turn

Right turns delays
eliminated
(right turns are twice
left turn movement)

Elimination of northbound left turn
movement onto King Street...
all vehicles turn right;
55 second signal delay eliminated

Parking along the Plaza

How is parking impacted?

Current Spaces: 89 spaces

Proposed: 58 spaces (-31 total)

(includes parking in delivery spaces on King St. after 5pm)

With Optional: 73 spaces (-16 total)

(includes adding 4 spaces south of Plaza + 11 spaces north of Plaza)

**Note: New “Broudy”
Garage also opens in
2026/2027 with 700 spaces**

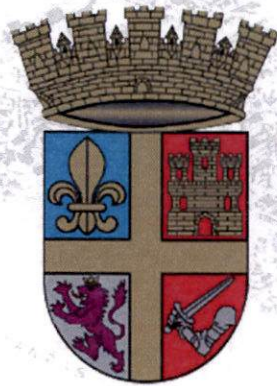


Summary of Options

Recommended



Scenario	East Bound Time Savings	West Bound Time Savings	Sidewalk Width (Cathedral Place)	On-Street Dining	Viewshed
1-Lane Free Flow	4+ mins	93 secs	12'-15' each side	Yes	Best
1-Lane w/ Signals	3.5+ mins	59 secs	12'-15' each side	Yes	Better
2-lane w/ Signals	3.5+ mins	63 secs	10'-13' each side	Yes	Best
Existing w/ Signals	0 mins	0 secs	10'-13' each side	No	Existing



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Next Steps + Feedback



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Next Steps

City Commission Approval

Start Construction Documents

kingstreet.mlhhub.com



MALAGA SECTION ▾ CENTRAL SECTION ▾ PLAZA SECTION ▾

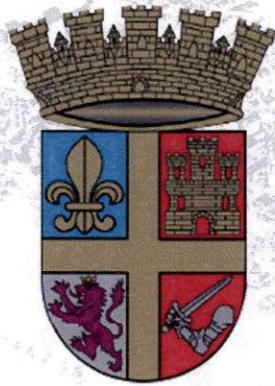
EVENTS RESOURCES ENGAGE

Engage with our planners & designers virtually

Learn about the complete redesign of King St in the heart of the Nation's Oldest City. We will have ongoing zoom meetings where residents can have their voice heard or ask questions about the redesign plans.

DOWNLOAD OVERVIEW

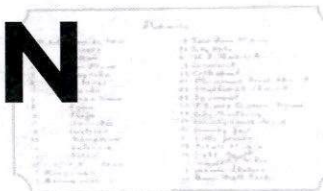




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**APPENDIX +
ADDITIONAL
INFORMATION**

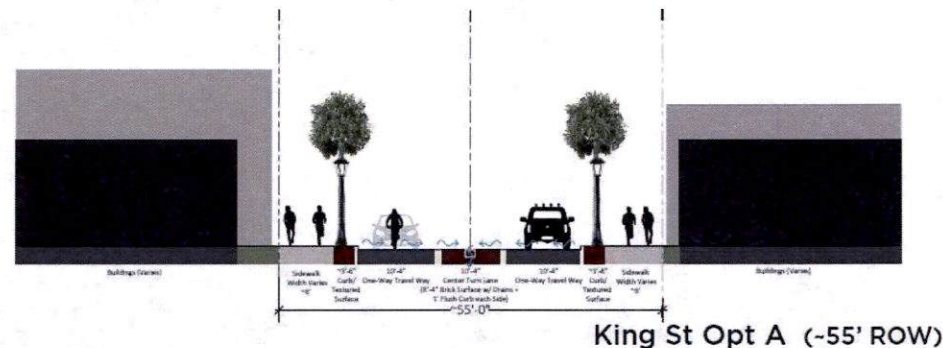
Bird's eye view
of
St. Augustine, Florida,
Copyrighted by
B. J. Fitchie.
March 1880. No. 10. 10c.



Stormwater

Revamp & Replace all of Existing Drainage

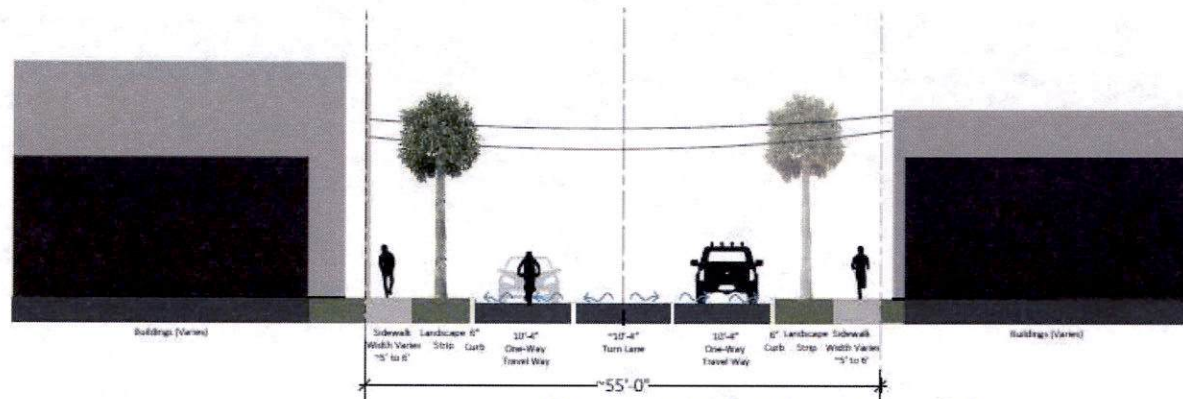
Inverted Crown



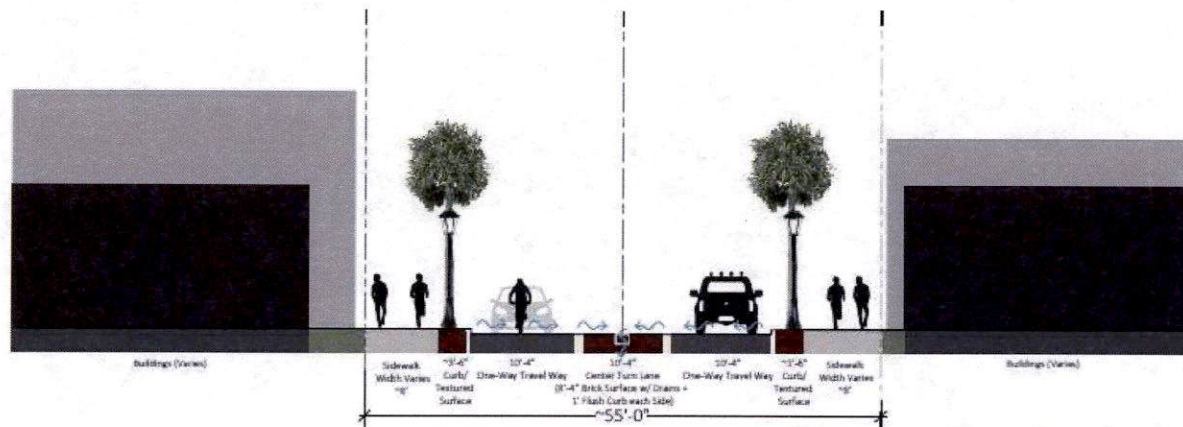
Help to Reduce Flooding along Corridor...especially at intersections

Improved Stormwater Quality

Stormwater & Utilities



King St Existing Conditions (~55' ROW)



King St Opt A (~55' ROW)



Utilities

Water & Sewer

All new City utilities

Electric: Aiming to Underground

Storm Readiness

Improved Aesthetics

Communications Infrastructure

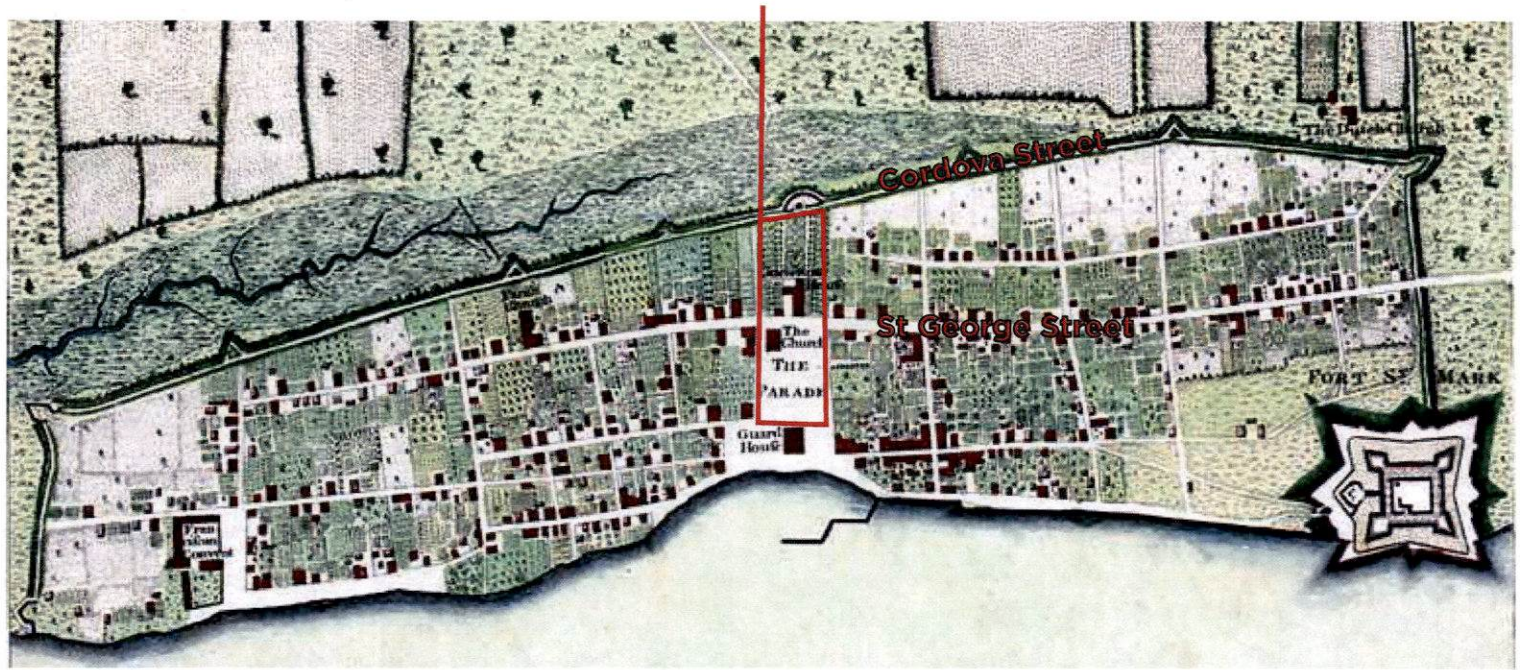
Coordinating upgrades opportunities for AT&T, Comcast, and others

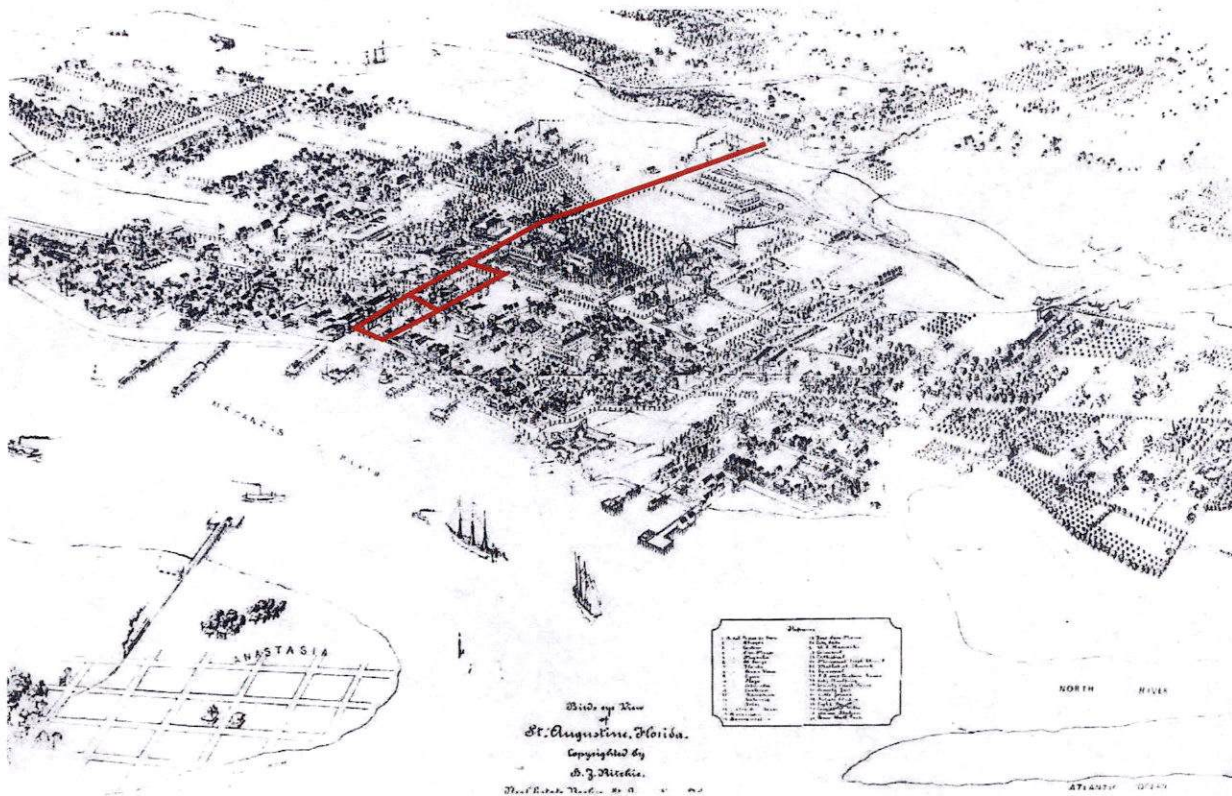
2

The Big Three

History

Entry to the Historic District
Part of original 1573 Town Plan





City of St Augustine Map C.

Harvey, Karen. St. Augustine and St Johns County A Pictorial History. Page 102.



King Street

Bowen, Beth Rogero. St. Augustine Historical Society, St. Augustine in the Gilded Age. Page 91.



St Augustine from the Matanzas River

Bowen, Beth Rogero. St. Augustine Historical Society, St. Augustine in the Gilded Age. Page 86.

Historic Images

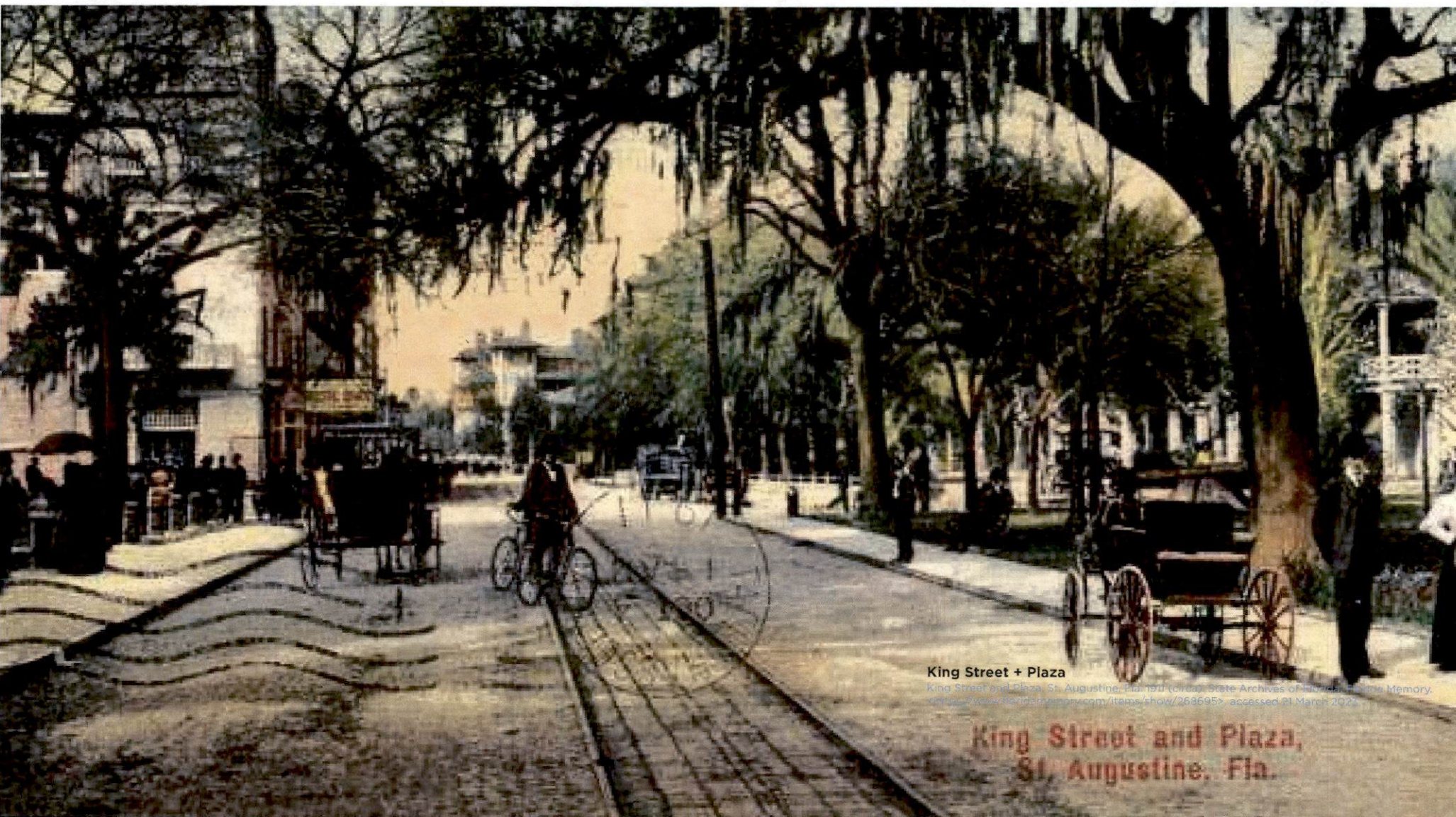


A 15056 King Street, St Augustine, Fla.

King Street

Bowen, Beth Rogers. St. Augustine Historical Society.
St. Augustine in the Gilded Age. Page 91.

Historic Images



King Street + Plaza
King Street and Plaza, St. Augustine, Fla. 1911 (circa), State Archives of Florida, Florida Memory.
<https://www.floridamemory.com/items/show/268695>, accessed 21 March 2022.

King Street and Plaza,
St. Augustine, Fla.

Historic Images

Coordination with FDOT

Bridge of Lions Intersection

Plans coordinated with improved circulation



Traffic Flow + Aspects

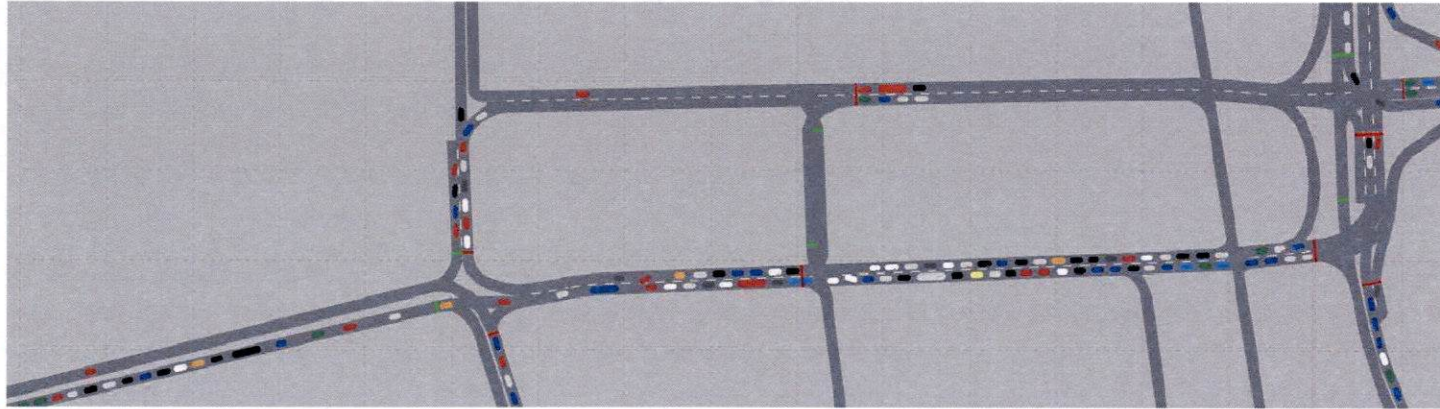
Key Aspects:

Signal Phasing + Progression

Improved Safety

Improved Flow Cathedral / King

Vissim Model
(existing)



Proposed 1-Lane or 2-Lane Cathedral



Existing Conditions



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Vissim Model Overview

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Traffic Movements

“Free Flow” Traffic

3 Plaza Traffic Signals Eliminated 

Dedicated Pedestrian Signals 

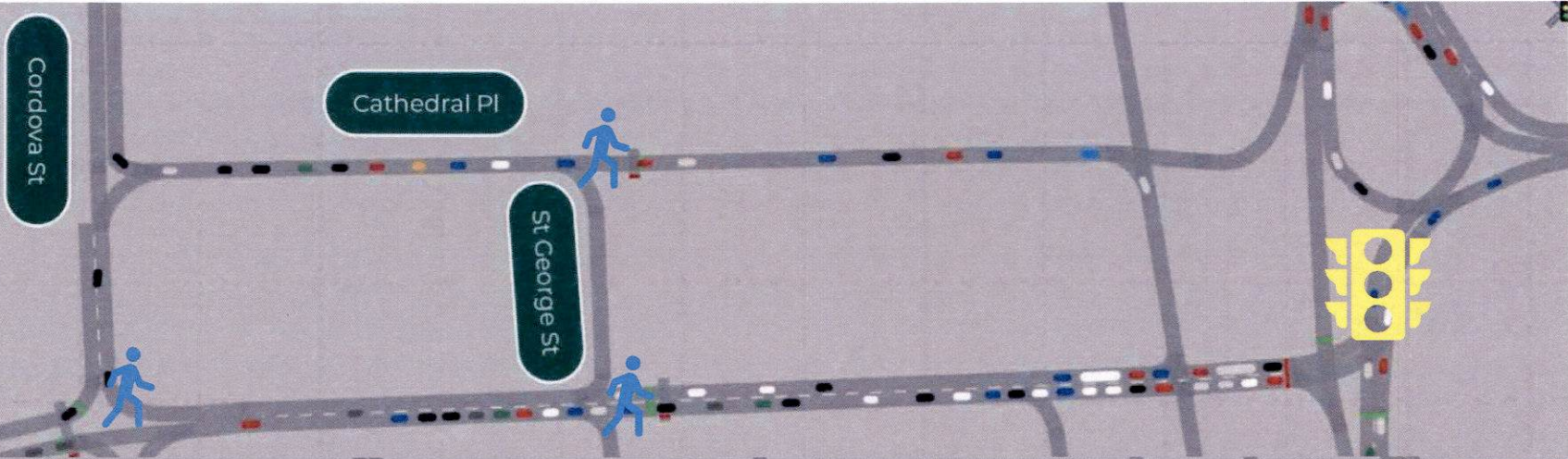
1. Cordova / King
2. St. George Street / King
3. St. George Street / Cathedral



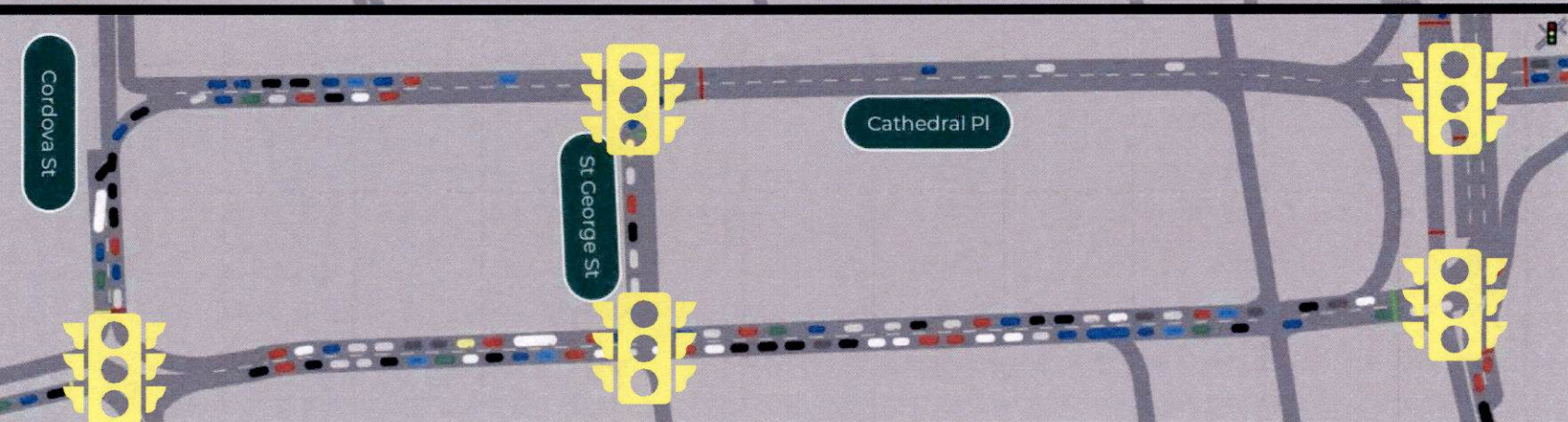
Proposed Pedestrian Signals are Interconnected



Proposed
1-Lane or
2-Lane
Cathedral



Existing
Conditions



De-Escalation of Intersections

City of St. Augustine, 75 King Street, St. Augustine, Florida, 32084
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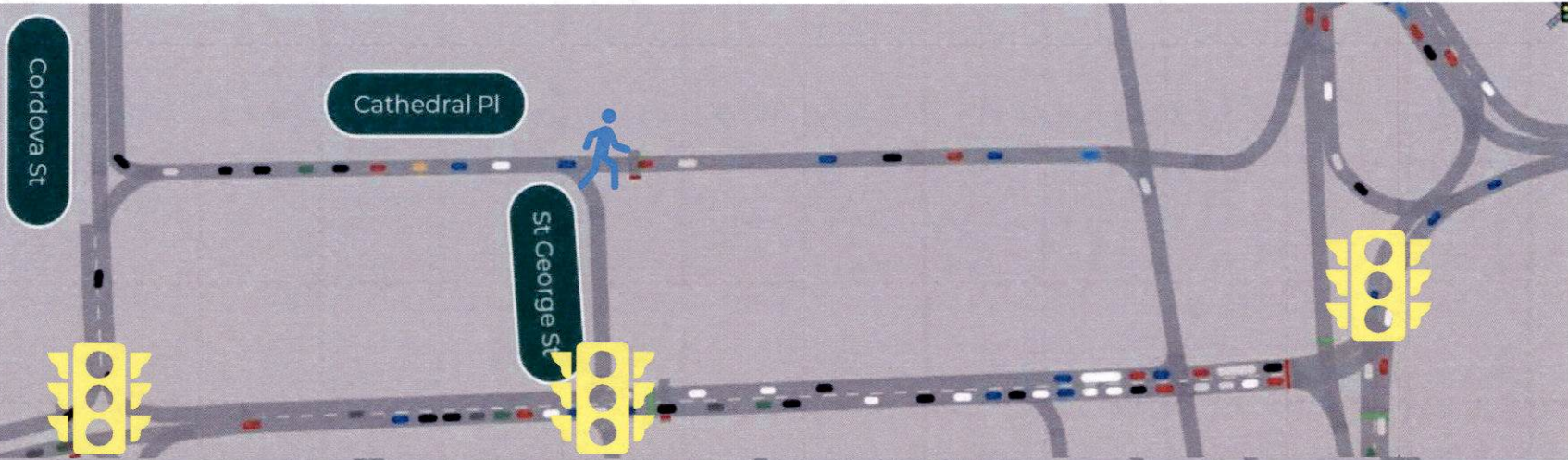




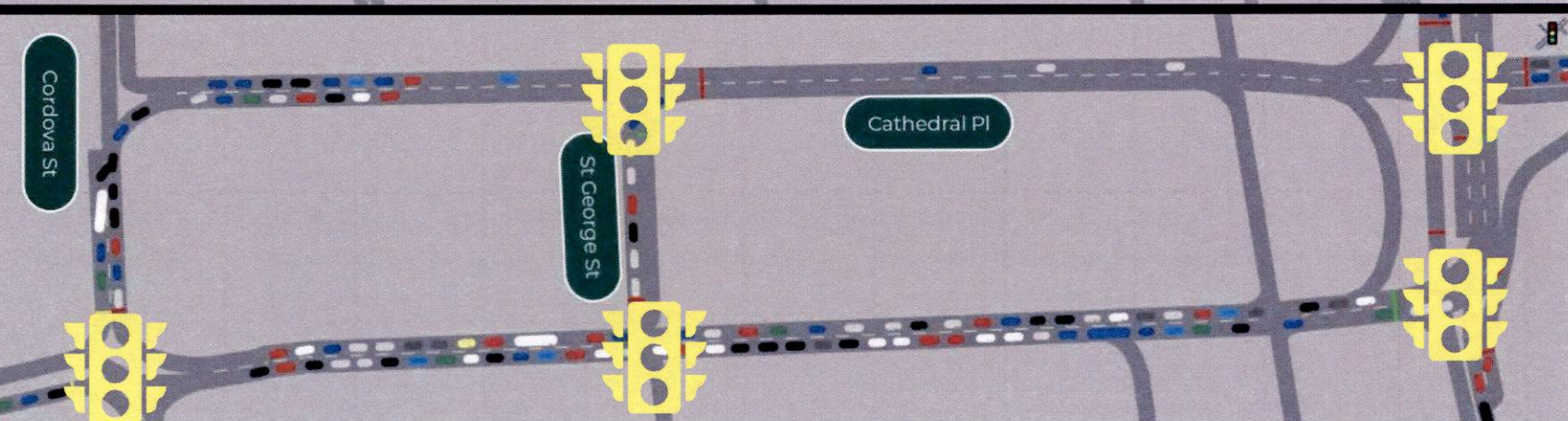
Proposed Pedestrian Signal at St. George / Cathedral



Proposed
1-Lane or
2-Lane
Cathedral



Existing
Conditions



De-Escalation of Intersections

City of St. Augustine, 75 King Street, St. Augustine, Florida, 32084
ML+H Project No. 23.12.0

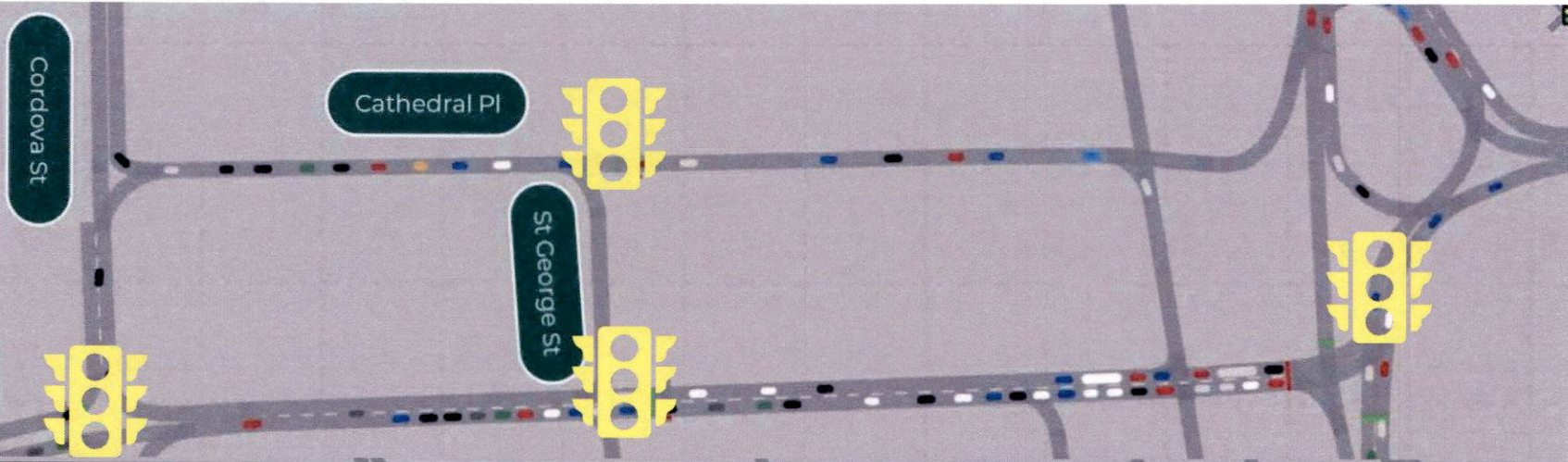
August 27, 2024
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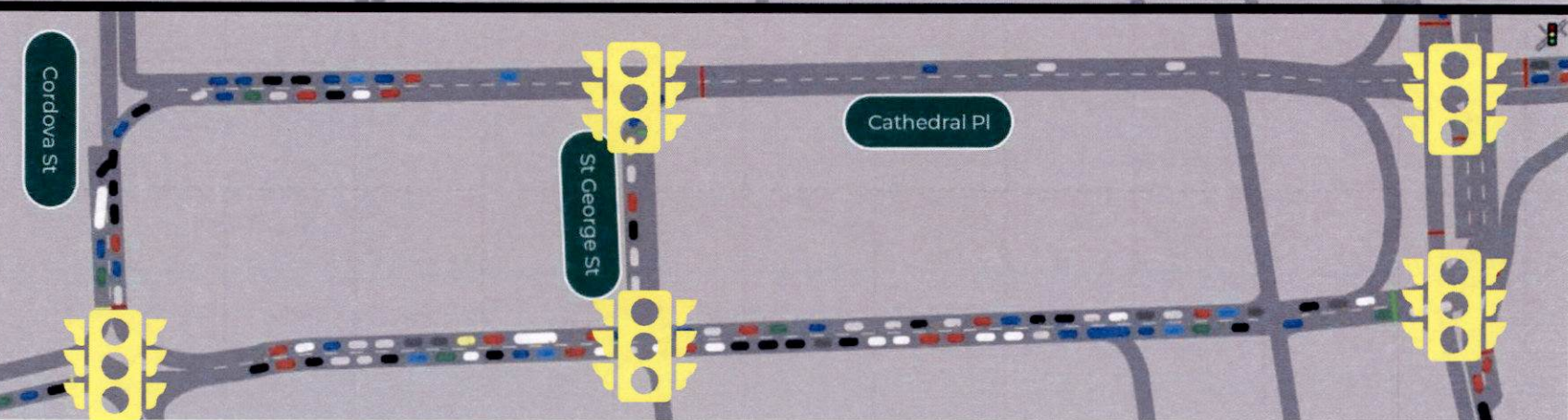
 Proposed Pedestrian Signals are Interconnected



Proposed
1-Lane or
2-Lane
Cathedral



Existing
Conditions



2 Lane St. George Street: Intersections

August 27, 2024
v6

City of St. Augustine, 75 King Street, St. Augustine, Florida, 32084
ML+H Project No. 23.12.0





Traffic Movements

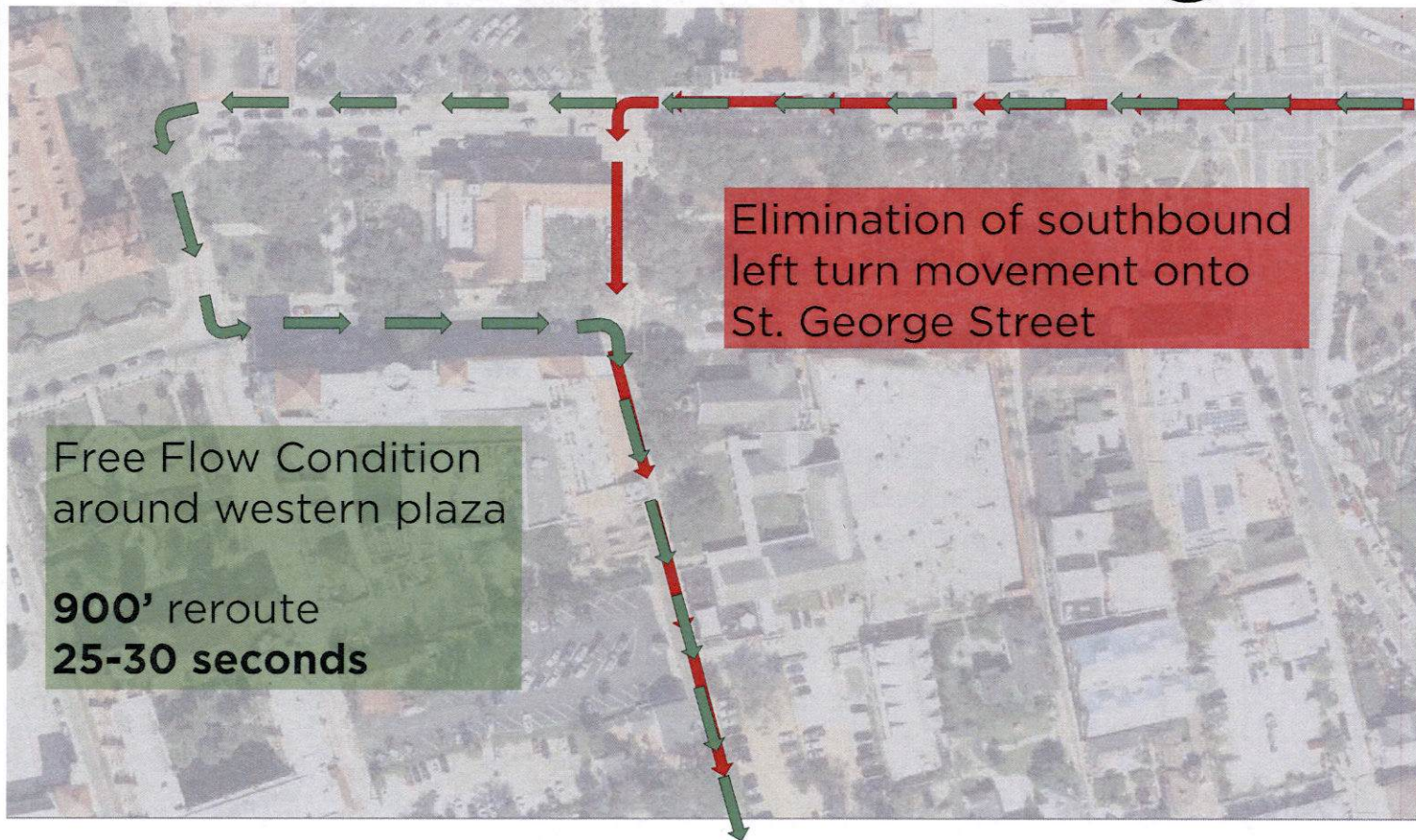
What Movements Change?

2 patterns change.

1. St. George Street: **northbound only**
2. Cordova / King (northbound):
Right Turn Only

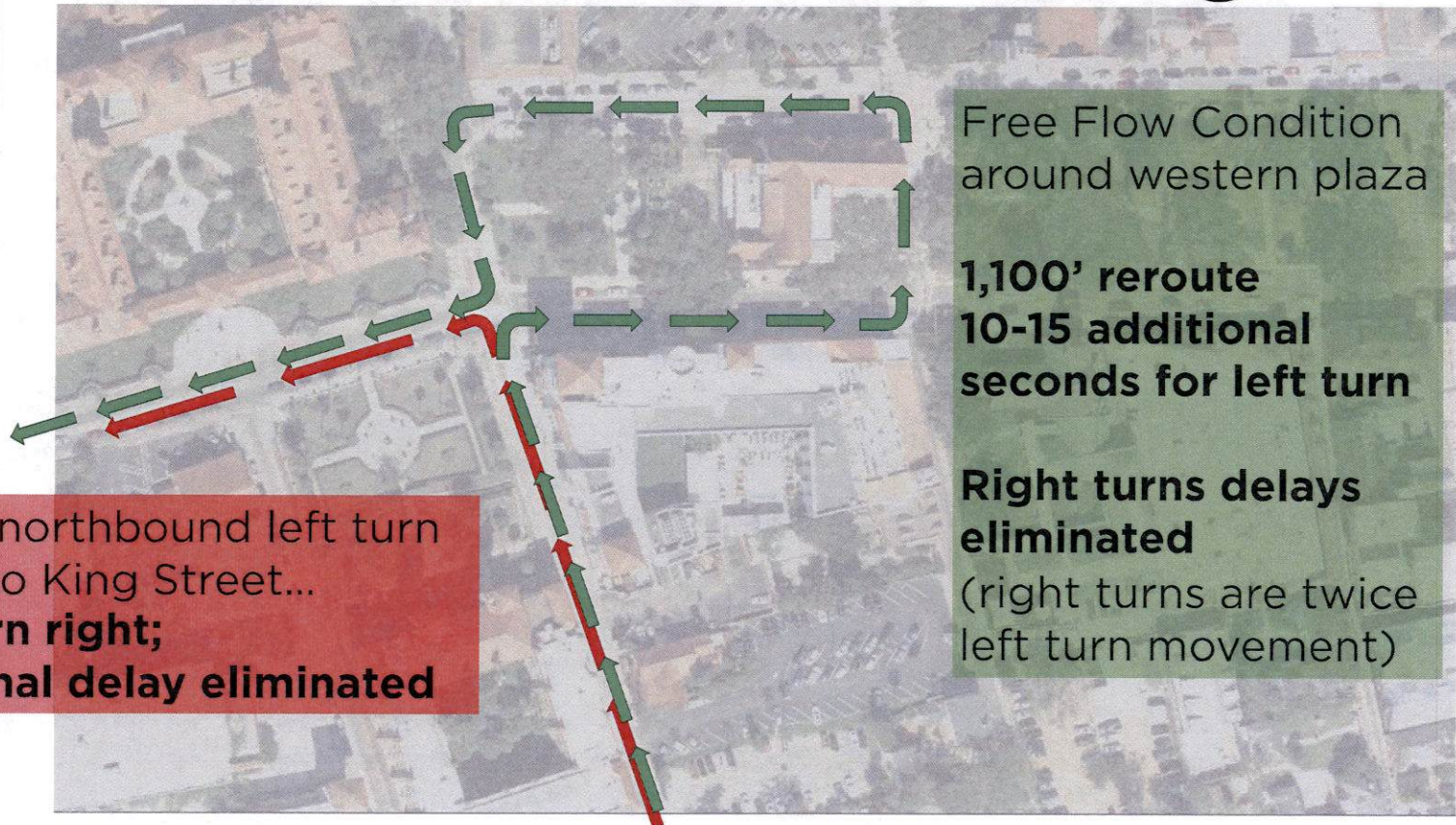
Traffic Movements

What Movements Change?



Traffic Movements

What Movements Change?



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CITY OF ST. AUGUSTINE
August 27, 2024 v6

King Street Traffic Flow Improvements

King Street along Plaza

PROPOSED*
4+ minutes
improved
travel time



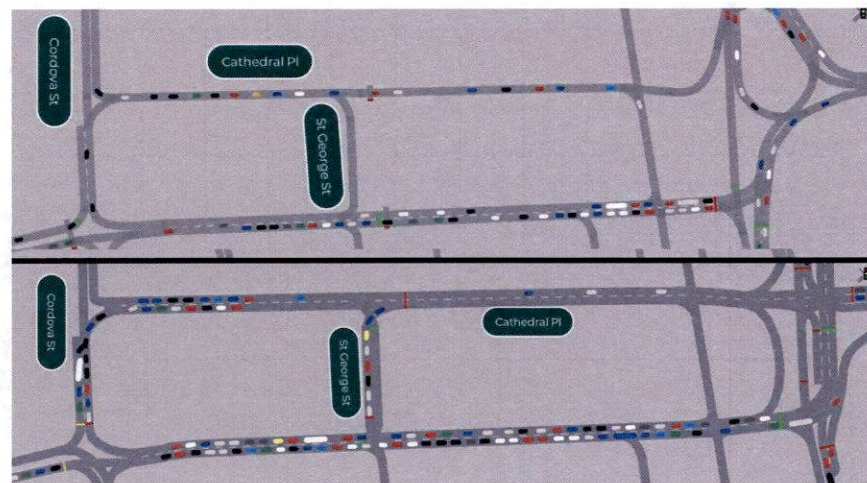
*Proposed includes improvements to Bridge of Lions intersection (by FDOT), free flowing traffic around Plaza, Cordova / King intersection modification, and north-bound St. George Street.
Traffic flows based on data collected from Nights of Lights and the Regatta.

Cathedral Place

Traffic Flow Improvements

Cathedral Street along Plaza

PROPOSED*
70 seconds
improved
travel time



*Proposed includes improvements to Bridge of Lions intersection (by FDOT), free flowing traffic around Plaza, Cordova / King intersection modification, and north-bound St. George Street.

Traffic flows based on data collected from Nights of Lights and the Regatta.

Option A



The Big Three

Livability: allows current traffic patterns + improved pedestrian crossings

History: uses HARB approved materials palette + returns palms along the roadway

Beauty: brick + palms with shade trees when able + underground utilities

Option B



The Big Three

Livability: transit only lane

History: uses HARB approved materials palette + reintroduces transit corridor

Beauty: brick + palms with shade trees when able + underground utilities

Full Plan: Option A + Option B





Keep in Touch

kingstreet.mlhhub.com

Reuben Franklin

rfranklin@citystaug.com

904.209.4323

Melissa Wissel

mwissel@citystaug.com

904.825.1053

TEAM LEADS



Chantal Bowen, PE
Project Manager

TRAFFIC ENGINEERING & PLANNING



ENGINEERING + SURVEYING SUPPORT



Marquis Latimer + Halback
LANDSCAPE ARCHITECTURE • PLANNING

Jeremy Marquis, RLA
Deputy Project Manager

ARCHAEOLOGY



ENVIRONMENTAL & RESILIENCY



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: August 29, 2024

RE: Agenda Item for the September 9, 2024, City Commission Meeting;
Zora Neale Hurston Park

A staff presentation to discuss updated plans for Zora Neale Hurston Park is requested to be added to this agenda. The attached plans reflect the commission's previous input, and the City's consultant, Castle Bay Design, will be presenting the latest design.

Please place this on the agenda as a Staff Presentation. Please let me know if you have any questions or concerns regarding this agenda item.

A handwritten signature in blue ink, consisting of stylized, overlapping loops and a long horizontal stroke extending to the right.

Stephen L. Slaughter, P.E.
Director, Utilities & Public Works

cc: City Attorney & Department Heads

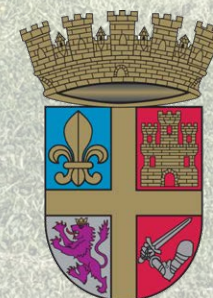
Attachment:

CITY OF ST. AUGUSTINE

ZORA NEALE HURSTON PARK

CONCEPTUAL DESIGN PACKAGE

June 2024



CITY OF
ST. AUGUSTINE
EST. 1565





HISTORIC
SITE

FLORIDA
HERITAGE



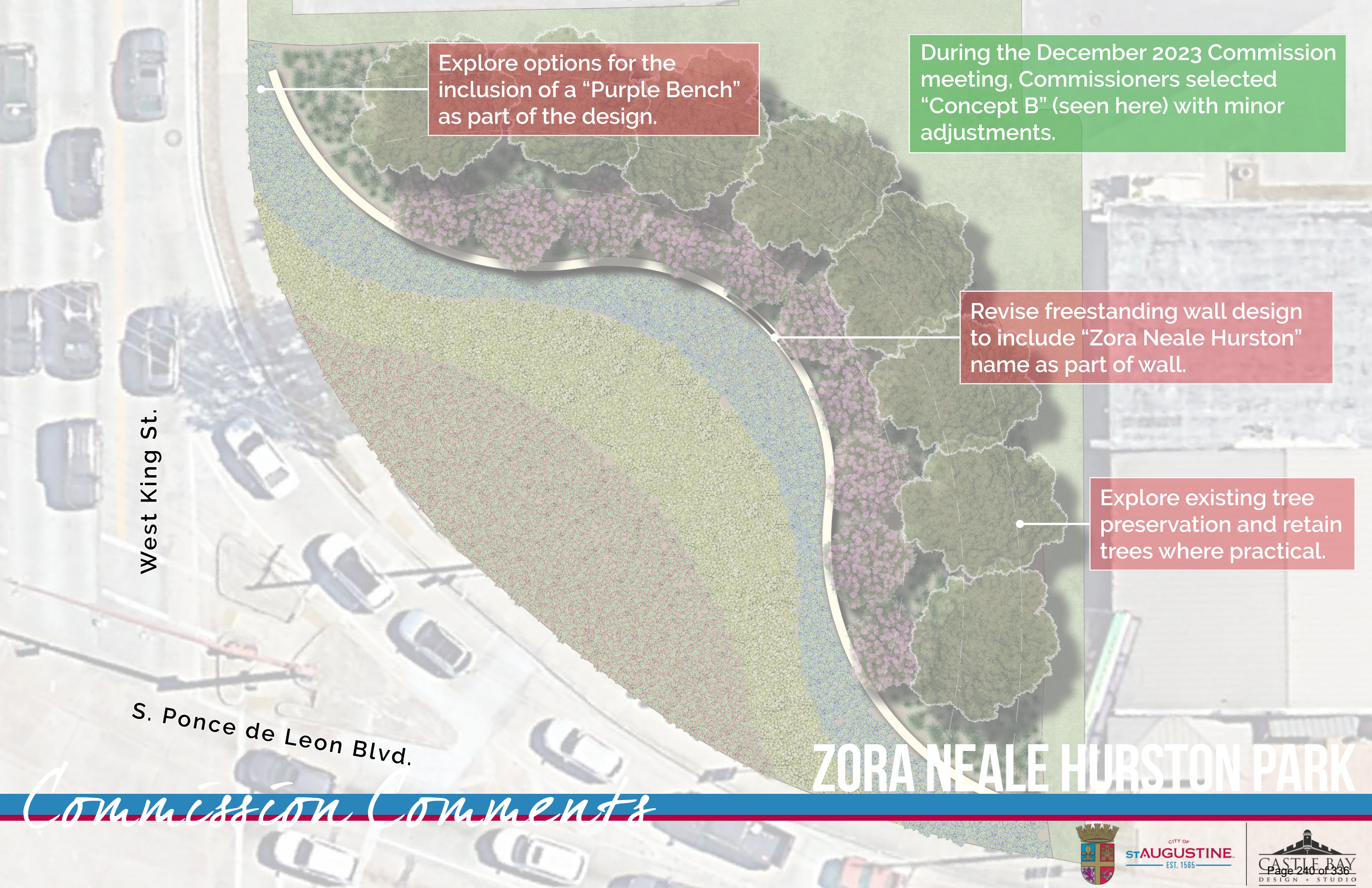
→

ZORA NEALE HURSTON PARK

Existing Conditions



ST AUGUSTINE
FL 32084



Explore options for the inclusion of a "Purple Bench" as part of the design.

During the December 2023 Commission meeting, Commissioners selected "Concept B" (seen here) with minor adjustments.

Revise freestanding wall design to include "Zora Neale Hurston" name as part of wall.

Explore existing tree preservation and retain trees where practical.

West King St.

S. Ponce de Leon Blvd.

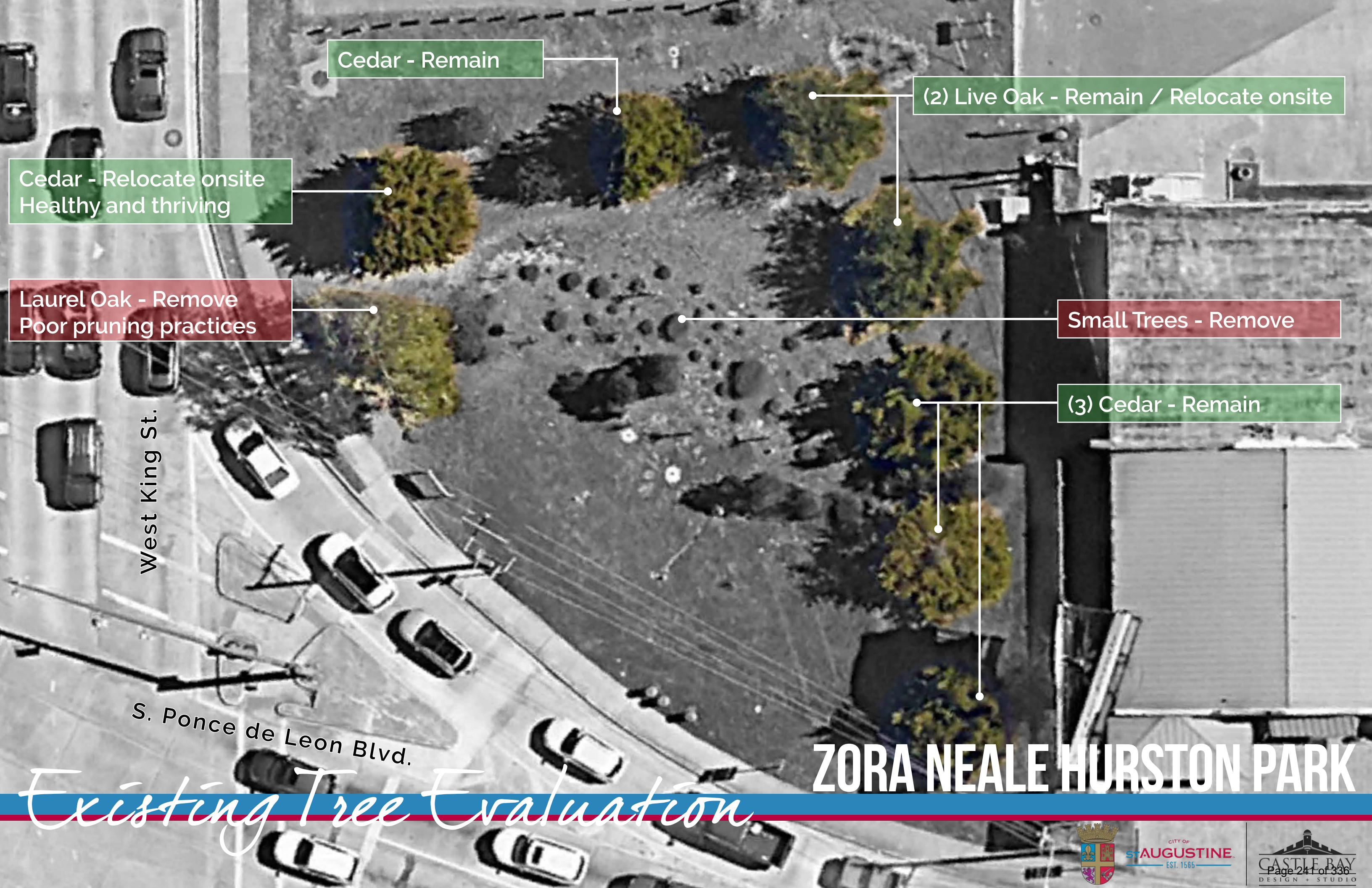
ZORA NEALE HURSTON PARK

Commission Comments



CITY OF
ST. AUGUSTINE
EST. 1565





Cedar - Remain

(2) Live Oak - Remain / Relocate onsite

Cedar - Relocate onsite
Healthy and thriving

Laurel Oak - Remove
Poor pruning practices

Small Trees - Remove

(3) Cedar - Remain

West King St.

S. Ponce de Leon Blvd.

Existing Tree Evaluation

ZORA NEALE HURSTON PARK



CITY OF
ST. AUGUSTINE
EST. 1565



Page 241 of 336

Native
Grasses

Purple Bench

Coquina Wall

West King St.

Flowering
Groundcover

S. Ponce de Leon Blvd.

Existing Tree
To Remain

Shade Tree
*To suppliment exist-
ing canopy*

Flowering Tree

Park Signage

ZORA NEALE HURSTON PARK

Site Plan



CITY OF
ST. AUGUSTINE
EST. 1565





Option 1

ZORA NEALE HURSTON PARK



CITY OF
ST. AUGUSTINE
EST. 1565

CASTLE BAY
Page 243 of 336
DESIGN + STUDIO



Option 2

ZORA NEALE HURSTON PARK



CITY OF
ST. AUGUSTINE
EST. 1565



Page 244 of 336

COMPASSIONATE

ST. AUGUSTINE

Introduces

The Purple Bench Initiative

Created to promote unity and civil discourse within our communities, Compassionate St. Augustine invites individuals and businesses to become Purple Bench Ambassadors and demonstrate your commitment to a more compassionate world. Join us in spreading kindness and making a positive impact!



The Purple Bench initiative provides a neutral environment where you can:

- Join someone or invite someone to share the bench.
- Discover what compassion means to them; tell what compassion means to you.
- Share an act of compassion you recently provided or experienced.
- Be respectful. Listen deeply. Experience the gifts of presence and civility.
- Express kindness, curiosity, and empathy.

Perhaps, through this sharing, you will part as friends.



Purple Bench Initiative

ZORA NEALE HURSTON PARK



CITY OF
ST. AUGUSTINE
EST. 1665

CITY OF
CASTLE BAY
Page 245 of 336
DESIGN + STUDIO

Revised Concept B..... \$197,000

- Site Preparation: 10 K
- Landscape & Irrigation: 50 K
- Coquina Wall & Sign: 135 K
- Purple Bench: 2 K

Zora
neale hurston
Park

Rough Order of Magnitude

ZORA NEALE HURSTON PARK

*Based on current construction market.
Figures shown are approximate in nature.



CITY OF
ST. AUGUSTINE
EST. 1565



Page 246 of 336

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: September 9, 2024

RE: Request for **Three (3) appointments** - PLANNING AND ZONING BOARD (PZB)

Notification was previously given regarding one (1) vacancy and two (2) upcoming term expirations on the Planning and Zoning Board, which will expire September 30, 2024.

Advertisements requesting applications were placed in the St. Augustine Record and posted on the City's website. Applications were received from the following:

1. Charles Pappas (**current board member**)
2. Susan T. Johns, Esq.
3. Virginia Whetstone
4. J. Carl Blow (**current board member**)
5. Erick Revuelta

Attached are the applications received, in addition to the current PZB roster, Board profile and responsibilities.



Darlene Galambos
City Clerk

Attachments: Applications

xc: PZB – Clerk's File

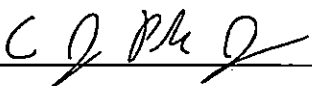
CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO CITY BOARD/COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on a City of St. Augustine board or committee

1. APPLICANT Charles Pappas
2. RESIDENCE
(address) 46 Macaris Street 32084 PHONE 617-519-3017
3. BUSINESS OWNED (Address) NA PHONE
4. PROPERTY OWNED (Address) 46 Macaris Street 32084
5. MAILING ADDRESS PREFERRED 46 Macaris Street 32084
6. E-mail Address charlespappas@mac.com
7. BOARD DESIRED Planing and Zoning Board
8. OCCUPATION (include resume if available) Retired - Owned Arlington Swifty Printing 37 years
9. PROFESSIONAL QUALIFICATIONS: (you are encouraged to submit a cover letter)
Please see attached. I will continue to bring a unique perspective to the board through my diverse experiences. I worked with the Arlington, MA Redevelopment and Planning Board for over 10 years as the Chamber of Commerce liaison.
10. OTHER COMMENTS OR INFORMATION
I have enjoyed working on the PZB. I am aware and familiar with the current issues facing the City. Ed Tsou, Architect & Planner was my mentor teaching me about Urban Planning.
11. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

Specific Instructions: The two questions below are designed to identify your ethnicity and race. Regardless of your answer to question 1, go to question 2.	
Question 1. Are You Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.) Yes No X	
Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box. Check as many as apply.	
RACIAL CATEGORY (Check as many as apply)	
☐ American Indian or Alaska Native	
☐ Asian	
☐ Black or African American	
☐ Native Hawaiian or Other Pacific Islander	
☒ White	

12. SIGNATURE OF APPLICANT



DATE July 22, 2024

13. AGREEMENT: In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that, if appointed, it is required by the State of Florida to file a financial disclosure Form 1 with the Supervisor of Elections, St. Johns County, within thirty (30) days of appointment, and each year thereafter, covering the term of appointment and to file Form 1-F upon departure from the board. Submit applications to Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, FL 32085

CP

Initial

QUALIFICATIONS FOR PLANNING AND ZONING BOARD (PZB):

Authorization: Chapter 28, Zoning, Code of the City of St. Augustine, Art II, Div. II. Section 28-57
Amended 4.14.2003, Ordinance 2003-14.

Qualifications: All members of the planning and zoning board shall reside in the city and shall hold no government office nor receive any salary or compensation for their services to the board herein created. No member shall be appointed for more than two (2) consecutive full terms.

Please check those qualifications that apply to you:

- ☐ Architect, Florida registered
- ☐ Planner, member APA or AICP
- ☐ Real Estate broker, with County occupational license
- ☐ Educator, college level
- ☐ Engineer, Florida registered
- ☐ Landscape architect Florida registered
- ☐ Preservation organization officer
- ☐ Environmental or land use organization officer
- ☐ Attorney, Florida Bar
- ☐ Merchant/business person, City occupational license
- ☐ Contractor, City contractor's license

QUALIFICATIONS FOR HISTORIC ARCHITECTURAL REVIEW BOARD (HARB):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 3 and Ordinance 2005-15.

Qualifications: All members of the historic architectural review board shall hold no government office nor receive any salary or compensation for their services to the board herein created. While preference shall be given to current city residents, the city commission may appoint a non-resident upon a finding that such non-resident is uniquely qualified. No member shall be appointed for more than two (2) consecutive full terms. Alternates shall be appointed for a three (3) year term. Alternates shall have previously served as regular members and shall comply with all local and state requirements of office. Alternates will only be called upon to participate and vote at meetings in the event of an anticipated lack of quorum or bare minimum quorum of the regular members.

Persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines who do not have a professional degree in any of the fields set forth in this section may be appointed by the city commission when persons with such degrees are not available for appointment, or when such appointment is determined to be in the best interest of the city.

Please check those qualifications that apply to you:

- ☐ History or related fields
- ☐ Archaeology
- ☐ Architectural history
- ☐ Historic architecture
- ☐ Art history
- ☐ Former HARB member
- ☐ Other

Charles J. Pappas Jr.
46 Macaris Street
Saint Augustine, FL 32084

To whom it may concern,

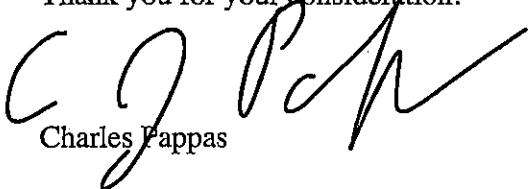
My wife and I originally discovered Saint Augustine about 24 years ago. We immediately knew then that we would make this our home in the future. We purchased a small condo so we could start spending time here. Coming from a historic area in Massachusetts, the history of Saint Augustine captured us. About seven years ago I sold my printing business, after that my wife and I moved to Saint Augustine and became permanent residents.

Since that time I have immersed myself into becoming a part of the community. My wife and I purchased an old home in the Fullerwood neighborhood. I am originally from a small town from which I was raised, grew up in, attended school and then opened my business in. I understand the values of a small community and the importance of participating, volunteering and being active in. I have always had a passion for local government and have been active in my community. It didn't take me long to continue that tradition here in Saint Augustine. I have enjoyed working on the Planning and Zoning Board. Attending all city meetings over the last seven years has taught me about this wonderful community. I continue to learn the needs and wants of the businesses and residents. I have developed a unique whole picture perspective of not just the community but of the boards and city government.

It is difficult to put a lifetime of experiences down on paper. These experiences included helping to create a long range 20 year vision for the Town of Arlington, MA. Vision2020 included all aspects of planning the future direction of the town. In my previous life I have spent many years working with the Planning Department in Arlington MA as the Chamber of Commerce liaison. I helped create a long range sustainable plan for an urban landscape for the three main business districts. A three stage plan which is still valid today as it was when started. The experiences have taught me the importance of proper development, zoning and planning in a community. My mentor Ed Tsoi was the first one to immerse me in the ideas of urban planning.

I will continue to bring this experience to the Planning and Zoning Board of St. Augustine. I will continue learning by listening. I will continue to offer through my experience new ideas with a fresh set of eyes.

Thank you for your consideration.



Charles Pappas

Charles J. Pappas Jr.
46 Macaris Street
Saint Augustine, FL 32084

Saint Augustine Planning and Zoning Board Member, 2021 - current

- Chairman 2024

Liaison for the Arlington Chamber of Commerce at The Redevelopment Board, Arlington MA 1990 - 2007

- Worked with the Redevelopment Board and Planning Director Alan McClellan to help revitalize the Business Districts. Instrumental initiating phase one of three phases in redesigning an urban landscape style business district in Arlington Heights MA. I worked with the Planning Department and the local business to transform a car centric business district into a local walkable and bike trail connected business district while balancing the need for vehicle access and parking.
- Chamber Representative to the Redevelopment Board. Attended Redevelopment meetings as the Chamber representative to ensure the proper development of local projects met the needs of the residents and local businesses. Evaluated projects based on zoning requirements. Made recommendations for projects which met exception criteria.

Co-President, Arlington Chamber of Commerce - Arlington MA 1990 - 2007

- Revitalized the local Chamber of Commerce. Worked with local businesses to help them navigate local and state ordinances. Worked with the Board of Selectman to help revitalize the local area business districts.

Vision 2020 Group Member, 1993 -2000 Arlington, MA

- An initiative started back in the early 1990s by a group of concerned citizens working to improve planning, direction and communications between all local government boards. Worked with outside facilitators to produce a long range plan for the town of Arlington to present to the selectmen. Produced overarching set of goals for the town. In 1993, Town Meeting voted to adopt it.

Chairman (two terms) Board Member (10 years) Arlington Town Day Committee, Arlington MA 1990 - 2002

- Organized, fundraised, developed and operated Arlington's annual town day event which attracted 20,000 plus people. The event initially started to welcome back residents from vacation and display local resources and nonprofit organizations. In 1992 included the dedication of the Minuteman (Bike) Trail.

Elected Town Meeting Member Arlington MA (early 80s)

- Served two terms as an elected town meeting member for my precinct. Reviewed and voted on town budget and ordinances.

Owned and Operated Arlington Swifty Printing, Arlington MA 1980 - 2016

- Created a successful Printing and Marketing company. Sold the business, which is still operating, at the end of 2016.

NPOA original founder and past Board Member 2012 -2016

- Helped create and operate a nonprofit trade organization for "Quick" Printers nationwide. Created its bylaws, organization structure while on the board. Organized all aspects of its 2013 Educational Conference in New Orleans.

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO CITY BOARD/COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on a City of St. Augustine board or committee. All applications must include a cover letter and resume.

1. APPLICANT NAME Susan Johns
2. BOARD/COMMITTEE DESIRED Planning & Zoning
3. RESIDENCE (Address) 435 Maralinda Dr. St. Augustine
4. PHONE 351-345-4014 E-MAIL Smtjohns@gmail.com
5. BUSINESS OWNED (Address) N/A
6. BUSINESS PHONE _____ E-MAIL _____
7. PROPERTY OWNED (Address) 435 MARALINDA Dr. St. Augustine
8. PREFERRED MAILING ADDRESS 435 Maralinda Dr. St. Augustine FL 32085
9. OCCUPATION (include resume) attorney
10. PROFESSIONAL QUALIFICATIONS (submit a cover letter) Familiarity w/ laws governing land use
11. OTHER COMMENTS OR INFORMATION _____

12. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

Specific Instructions: The two questions below are designed to identify your ethnicity and race. Regardless of your answer to question 1, go to question 2.		
Question 1. Are You Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.) <u>Yes</u> <u>No</u>		
Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box.		
RACIAL CATEGORY (Check as many as apply)		
☐ American Indian or Alaska Native	☐ Asian	☐ Native Hawaiian or Other Pacific Islander
☐ Black or African American	☒ White	

13. SIGNATURE OF APPLICANT _____

DATE 7/26/24

14. AGREEMENT: In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that, if appointed, it is required by the State of Florida to file a financial disclosure Form 1 with the Supervisor of Elections, St. Johns County, within thirty (30) days of appointment, and each year thereafter, covering the term of appointment and to file Form 1-F upon departure from the board. Submit applications to: Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, Florida 32085.

Initial

QUALIFICATIONS FOR PLANNING AND ZONING BOARD (PZB):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 2.

Qualifications: All members of the Planning and Zoning Board shall reside in the city and shall hold no government office nor receive any salary or compensation for their services to the board herein created. No member shall be appointed for more than two (2) consecutive full terms.

Please check those qualifications that apply to you:

- | | |
|---|---|
| ☐ Architect, Florida registered | ☐ Preservation Organization Officer |
| ☐ Planner, member APA or AICP | ☐ Environmental or Land Use Organization Officer |
| ☐ Real Estate Broker, w/ County occupational license | ☐ Attorney, Florida Bar |
| ☒ Educator, college level | ☐ Landscape Architect, Florida registered |
| ☐ Engineer, Florida registered | ☐ Contractor, City contractor's license |
| ☐ Merchant/Businessperson, City occupational license | |

QUALIFICATIONS FOR HISTORIC ARCHITECTURAL REVIEW BOARD (HARB):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 3.

Qualifications: All members of the Historic Architectural Review Board shall hold no government office nor receive any salary or compensation for their services to the board herein created. While preference shall be given to current city residents, the city commission may appoint a non-resident upon a finding that such non-resident is uniquely qualified. No member shall be appointed for more than two (2) consecutive full terms. Alternates shall be appointed for a three (3) year term. Alternates shall have previously served as regular members and shall comply with all local and state requirements of office. Alternates will only be called upon to participate and vote at meetings in the event of an anticipated lack of quorum or bare minimum quorum of the regular members.

Persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines who do not have a professional degree in any of the fields set forth in this section may be appointed by the city commission when persons with such degrees are not available for appointment, or when such appointment is determined to be in the best interest of the city.

Please check those qualifications that apply to you:

- | | |
|--|---|
| ☐ History or related fields | ☐ Art History |
| ☐ Archaeology | ☐ Former HARB Member |
| ☐ Architectural History | ☐ Other |
| ☐ Historic Architecture | |

QUALIFICATIONS FOR CORRIDOR REVIEW COMMITTEE (CRC):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 5.

Qualifications: All members of the Corridor Review Committee shall hold no government office nor receive any salary or compensation for their services to the board herein created. The initial appointment of members shall be as follows: two (2) members of the board as established herein shall be appointed for a term of three (3) years; two (2) members for a term of two (2) years; and one (1) for a term of one (1) year. Thereafter all members shall be appointed for a three (3) year term. Two (2) seats on the board shall be designated for a licensed, or retired, architect or landscape architect with preference given to those who are city residents or whose business is located within the city; and three (3) seats for property owners or tenants of properties located within the respective entry corridors: Anastasia Boulevard, San Marco Avenue, and King Street. The members of the CRC shall meet as needed, as an ad hoc committee meeting noticed by the City Clerk and shall meet at least annually to elect one (1) of its members as chairperson and one (1) as vice-chair.

Please check those qualifications that apply to you:

- | | |
|---|---|
| ☐ Architect, Florida licensed or retired | ☐ Owner of property located within Entry Corridor |
| ☐ Landscape Architect, Florida licensed or retired | ☐ Tenant of property located within Entry Corridor |

Susan T. Johns
435 Maralinda Dr.
St. Augustine, FL 32095
(315) 345-4014
smtjohns@gmail.com

Ms. Darlene Galambos
City Clerk
P.O. Box 210
St. Augustine, FL 32085

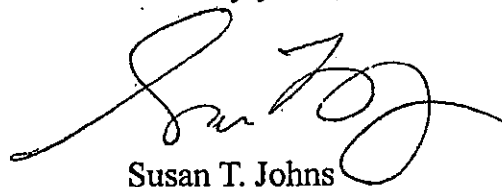
**Re: Application Requesting Appointment to the City Planning and
Zoning Board**

Dear Ms. Galambos:

Enclosed please find the completed Application Requesting Appointment to the Planning and Zoning Board ("PZB"), together with a recent resume. As a transplant to St. Augustine to be closer to family, I am in love with this City and seek the opportunity to serve it so that it may continue to offer its charm and promote its unique history, continue to thrive as a tourism destination, and best absorb the area's increased population. Having a legal education and experience, I am particularly qualified to interpret applicable laws and regulations impacting the decisions made by the PZB.

I look forward to the opportunity to serve and thank the Committee in advance for its anticipated consideration of this application.

Sincerely yours,



Susan T. Johns

Susan T. Johns, Esq.

435 Maralinda Drive St. Augustine, FL 32095

Cell Ph. (315) 345-4014

smtjohns@gmail.com

Bar Admission

New York State, 1985

U.S. Court of Appeals for the Second Circuit

U.S. District Courts for the Northern and Western Districts of N.Y.

Legal Experience

Ferrara Fiorenza, P.C. (formerly Ferrara, Fiorenza, Larrison, Barrett & Reitz, P.C.)
East Syracuse, NY

Founding member and attorney from 1994 to present; working remotely from FL to serve NY clients since 2022.

Provide legal counsel and representation to public schools and boards of cooperative educational services throughout Upstate New York in matters involving compliance with New York State and Federal laws and regulations impacting public schools.

Grossman, Kinney, Dwyer & Reitz, P.C.
East Syracuse, NY

1990 – 1994, Associate Attorney and Member

Represented and provided legal counsel to school districts and boards of cooperative educational services; litigated private commercial and employment matters in New York State and federal courts.

O'Hara & Crough, P.C.
Liverpool, NY

1984 – 1990, Associate Attorney and Member

Represented public school districts and Superintendents of Schools in New York State and federal courts; provided legal counsel and representation to public school districts in administrative and judicial forums; and provided counsel and representation to individual and corporate clients in various legal matters in both administrative and judicial forums.

Educator Experience

State University of New York, Cortland

Adjunct Professor in the Department of Educational Leadership, 1990+/- to Present

Teach a 3 credit course each semester to aspiring school administrators regarding federal and state laws impacting public education.

Education

Villanova University School of Law, J.D., 1984

College of the Holy Cross, B.A., 1981

Virginia Whetstone

July 27, 2024

Dear Mayor and Commissioners,

I am applying for the Planning and Zoning Board and would appreciate your support by selecting me to serve.

I was born and have lived in St. Augustine all of my life with the exception of my college years. I have been a business owner in downtown St. Augustine for the last 30 plus years. My professional expertise ranges from retail activities, production operations, hotel accommodations and tourist attractions. More specifically, most all of my businesses and real property is located within the limits of the City of St. Augustine. I have properties and businesses on the entrance corridors, in the historic districts, on Ponce de Leon Blvd, and in residential neighborhoods. I have gone before the Planning and Zoning Boards many times and am familiar with the process. I have served on Boards and have held leadership positions on those same Boards. I understand how to serve and am willing to serve my City.

Beyond the professional side, I have years of experience in renovating and remodeling properties in St. Augustine, ensuring each complements the historic nature of the City.

I would be honored to serve as a member of the Planning and Zoning Board.

Sincerely,

Virginia Whetstone

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO CITY BOARD/COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on a City of St. Augustine board or committee. All applications must include a cover letter and resume.

1. APPLICANT NAME Virginia Whetstone
2. BOARD/COMMITTEE DESIRED Planning and Zoning Board
3. RESIDENCE (Address) 297 St. George St.
4. PHONE 904-347-3170 E-MAIL vaw297@me.com
5. BUSINESS OWNED (Address) See attached resume
6. BUSINESS PHONE 904-825-1700 E-MAIL vaw297@me.com
7. PROPERTY OWNED (Address) See attached
8. PREFERRED MAILING ADDRESS 297 St. George St., St. Augustine FL 3208
9. OCCUPATION (include resume) Business Owner / President
10. PROFESSIONAL QUALIFICATIONS (submit a cover letter) See attached
11. OTHER COMMENTS OR INFORMATION See attached
12. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

Specific Instructions: The two questions below are designed to identify your ethnicity and race. Regardless of your answer to question 1, go to question 2.

Question 1. Are You Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.) Yes | X **No**

Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box.

RACIAL CATEGORY (Check as many as apply)

 American Indian or Alaska Native
 Black or African American

 Asian
X **White**

 Native Hawaiian or Other Pacific Islander

13. SIGNATURE OF APPLICANT

Virginia Whetstone

DATE 7/27/24

14. **AGREEMENT:** In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that, if appointed, it is required by the State of Florida to file a financial disclosure Form 1 with the Florida Commission on Ethics, within thirty (30) days of appointment, and each year thereafter, covering the term of appointment and to file Form 1-F upon departure from the board. Submit applications to: Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, Florida 32085.

HA
Initial

QUALIFICATIONS FOR PLANNING AND ZONING BOARD (PZB):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 2.

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- | | |
|--|---|
| ☐ Architect, Florida registered | ☐ Preservation Organization Officer |
| ☐ Planner, member APA or AICP | ☐ Environmental or Land Use Organization Officer |
| ☐ Real Estate Broker, w/ County occupational license | ☐ Attorney, Florida Bar |
| ☐ Educator, college level | ☐ Landscape Architect, Florida registered |
| ☐ Engineer, Florida registered | ☐ Contractor, City contractor's license |
| ☒ Merchant/Businessperson, City occupational license | |

QUALIFICATIONS FOR HISTORIC ARCHITECTURAL REVIEW BOARD (HARB):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 3.

Qualifications: All members of the Historic Architectural Review Board shall hold no government office nor receive any salary or compensation for their services to the board herein created. While preference shall be given to current city residents, the city commission may appoint a non-resident upon a finding that such non-resident is uniquely qualified. No member shall be appointed for more than two (2) consecutive full terms. Alternates shall be appointed for a three (3) year term. Alternates shall have previously served as regular members and shall comply with all local and state requirements of office. Alternates will only be called upon to participate and vote at meetings in the event of an anticipated lack of quorum or bare minimum quorum of the regular members.

Persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines who do not have a professional degree in any of the fields set forth in this section may be appointed by the city commission when persons with such degrees are not available for appointment, or when such appointment is determined to be in the best interest of the city.

Please check those qualifications that apply to you:

- | | |
|--|---|
| ☐ History or related fields | ☐ Art History |
| ☐ Archaeology | ☐ Former HARB Member |
| ☐ Architectural History | ☐ Other |
| ☐ Historic Architecture | |

QUALIFICATIONS FOR CORRIDOR REVIEW COMMITTEE (CRC):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 5.

Qualifications: All members of the Corridor Review Committee shall hold no government office nor receive any salary or compensation for their services to the board herein created. The initial appointment of members shall be as follows: two (2) members of the board as established herein shall be appointed for a term of three (3) years; two (2) members for a term of two (2) years; and one (1) for a term of one (1) year. Thereafter all members shall be appointed for a three (3) year term. Two (2) seats on the board shall be designated for a licensed, or retired, architect or landscape architect with preference given to those who are city residents or whose business is located within the city; and three (3) seats for property owners or tenants of properties located within the respective entry corridors: Anastasia Boulevard, San Marco Avenue, and King Street. The members of the CRC shall meet as needed, as an ad hoc committee meeting noticed by the City Clerk and shall meet at least annually to elect one (1) of its members as chairperson and one (1) as vice-chair.

Please check those qualifications that apply to you:

- | | |
|---|---|
| ☐ Architect, Florida licensed or retired | ☐ Owner of property located within Entry Corridor |
| ☐ Landscape Architect, Florida licensed or retired | ☐ Tenant of property located within Entry Corridor |

VIRGINIA A. WHETSTONE

297 St. George St.
St. Augustine, FL 32084

#5 BUSINESSES OWNED

Professional - current

Edgewater Inn, Owner, 1991 - present

Marker 8 Hotel & Marina (Dolphin Cove Inn, Inc.), President and Owner, 2000 - present

Whetstone Chocolates, Inc., President and Owner, 1999 - present

Whetstone Chocolates of St. Augustine, Inc., President and Owner, 2004 - present

#10 PROFESSIONAL QUALIFICATIONS

Education

Vanderbilt University, B.A. in Economics and Business Administration, 1983

Georgetown University, 1982

St. Augustine High School, 1979

Business Involvement

St. Johns County Visitors & Convention Bureau, Founding Board Member, 1995 - Present

St. Johns County Visitors & Convention Bureau, Chairman, 1999 – 2001, 2020 - 2021

St. Johns County Hotel Motel Association, President, 2002 – 2004

Retail Confectioners International, President 2014-2015

Retail Confectioners International, Board Member, 2011 – 2014

Retail Confectioners International, Board Member, 1997 - 2000

Bank of St. Augustine, Advisory Board Member, 1998 – 2013

Leadership Florida Class of XXV, 2007

#11 OTHER INFORMATION

Community Involvement

Daughters of the American Revolution, Member, Present

Junior Service League of St. Augustine, President, 1992 – 1993

Junior Service League of St. Augustine, Active Member, 1986 - 1996

Jacksonville Symphony Orchestra, Board Member, 1998 – 2001

St. Augustine Lighthouse & Museum, Board Member, 1998 - 1999

City of St. Augustine Vision Committee, past Member and Committee Chair

American Red Cross, past Board Member

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO CITY BOARD/COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on a City of St. Augustine board or committee. All applications must include a cover letter and resume.

1. APPLICANT NAME J. Carl Blow
2. BOARD/COMMITTEE DESIRED Planning and Zoning Board
3. RESIDENCE (Address) 100 Santa Monica Avenue, St Augustine, FL 32080-5417
4. PHONE 904-710-2655 E-MAIL john.carl.blow@gmail.com
5. BUSINESS OWNED (Address) Great Oaks Management LLC
6. BUSINESS PHONE 904-710-2655 E-MAIL john.carl.blow@gmail.com
7. PROPERTY OWNED (Address) 100 Santa Monica Avenue, St Augustine, FL 32080-5417
8. PREFERRED MAILING ADDRESS 100 Santa Monica Avenue, St Augustine, FL 32080-5417
9. OCCUPATION (include resume) Commercial Real Estate Property Manager
10. PROFESSIONAL QUALIFICATIONS (submit a cover letter) Florida Real Estate Broker

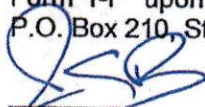
Please see attached for additional information

11. OTHER COMMENTS OR INFORMATION The only real estate I own in the City is my home.
I do not anticipate any conflict of interest issues.
12. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

Specific Instructions: The two questions below are designed to identify your ethnicity and race. Regardless of your answer to question 1, go to question 2.	
Question 1. Are You Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.) ☐ Yes ☒ No	
Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box.	
RACIAL CATEGORY (Check as many as apply)	
☐ American Indian or Alaska Native	☐ Asian
☐ Black or African American	☒ White
☐ Native Hawaiian or Other Pacific Islander	

13. SIGNATURE OF APPLICANT  DATE 7-28-2024

14. AGREEMENT: In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that, if appointed, it is required by the State of Florida to file a financial disclosure Form 1 with the Florida Commission on Ethics, within thirty (30) days of appointment, and each year thereafter, covering the term of appointment and to file Form 1-F upon departure from the board. Submit applications to: Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, Florida 32085.


Initial

QUALIFICATIONS FOR PLANNING AND ZONING BOARD (PZB):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 2.

Qualifications: All members of the Planning and Zoning Board shall reside in the city and shall hold no government office nor receive any salary or compensation for their services to the board herein created. No member shall be appointed for more than two (2) consecutive full terms.

Please check those qualifications that apply to you:

- | | |
|--|---|
| ☐ Architect, Florida registered | ☐ Preservation Organization Officer |
| ☐ Planner, member APA or AICP | ☐ Environmental or Land Use Organization Officer |
| ☒ Real Estate Broker, w/ County occupational license | ☐ Attorney, Florida Bar |
| ☐ Educator, college level | ☐ Landscape Architect, Florida registered |
| ☐ Engineer, Florida registered | ☐ Contractor, City contractor's license |
| ☐ Merchant/Businessperson, City occupational license | |

QUALIFICATIONS FOR HISTORIC ARCHITECTURAL REVIEW BOARD (HARB):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 3.

Qualifications: All members of the Historic Architectural Review Board shall hold no government office nor receive any salary or compensation for their services to the board herein created. While preference shall be given to current city residents, the city commission may appoint a non-resident upon a finding that such non-resident is uniquely qualified. No member shall be appointed for more than two (2) consecutive full terms. Alternates shall be appointed for a three (3) year term. Alternates shall have previously served as regular members and shall comply with all local and state requirements of office. Alternates will only be called upon to participate and vote at meetings in the event of an anticipated lack of quorum or bare minimum quorum of the regular members.

Persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines who do not have a professional degree in any of the fields set forth in this section may be appointed by the city commission when persons with such degrees are not available for appointment, or when such appointment is determined to be in the best interest of the city.

Please check those qualifications that apply to you:

- | | |
|--|---|
| ☐ History or related fields | ☐ Art History |
| ☐ Archaeology | ☐ Former HARB Member |
| ☐ Architectural History | ☐ Other |
| ☐ Historic Architecture | |

QUALIFICATIONS FOR CORRIDOR REVIEW COMMITTEE (CRC):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 5.

Qualifications: All members of the Corridor Review Committee shall hold no government office nor receive any salary or compensation for their services to the board herein created. The initial appointment of members shall be as follows: two (2) members of the board as established herein shall be appointed for a term of three (3) years; two (2) members for a term of two (2) years; and one (1) for a term of one (1) year. Thereafter all members shall be appointed for a three (3) year term. Two (2) seats on the board shall be designated for a licensed, or retired, architect or landscape architect with preference given to those who are city residents or whose business is located within the city; and three (3) seats for property owners or tenants of properties located within the respective entry corridors: Anastasia Boulevard, San Marco Avenue, and King Street. The members of the CRC shall meet as needed, as an ad hoc committee meeting noticed by the City Clerk and shall meet at least annually to elect one (1) of its members as chairperson and one (1) as vice-chair.

Please check those qualifications that apply to you:

- | | |
|---|---|
| ☐ Architect, Florida licensed or retired | ☐ Owner of property located within Entry Corridor |
| ☐ Landscape Architect, Florida licensed or retired | ☐ Tenant of property located within Entry Corridor |

J. Carl Blow
100 Santa Monica Avenue
St Augustine, Florida 32080-5417
john.carl.blow@gmail.com
904-710-2655

July 28, 2024

Mayor Nancy Sikes-Kline
Vice Mayor Roxanne Horvath
Commissioner Barbara Blonder
Commissioner Cynthia Garris
Commissioner Jim Springfield
City of St Augustine
75 King Street
St Augustine, FL 32084

RE: Carl Blow Application to Serve on the Planning & Zoning Board

Dear Mayor & Commissioners;

Please find attached my application to serve on the Planning & Zoning Board. Please contact me if you have any questions or concerns.

Thank you for considering for this appointment.

Carl Blow

A handwritten signature in blue ink, appearing to read 'Carl Blow', with a stylized flourish at the end.

Biographical Summary: J. Carl Blow

100 Santa Monica Avenue
St Augustine, FL 32080-5417
john.carl.blow@gmail.com
904-710-2655

Educational Background: Carl holds two bachelor degrees the first a Bachelor of Business Administration – Real Estate & Urban Land Planning and the second a Bachelor of Technology – Building Construction both from the University of North Florida in Jacksonville.

Professional Experience: Carl has spent the last 45 years in the real estate and construction industries in northeast Florida and southeast Georgia. Serving as both a construction project manager and a real estate broker Carl has developed multiple family, commercial retail and industrial projects for both the private sector and government clients. In the 1990's Carl was also an active environmental contractor specializing in the replacement and clean up of underground petroleum tank installations and petroleum spill response and clean up activities. Currently Carl manages single tenant commercial properties located in Jacksonville, Conyers Georgia, Rome Georgia and Batesville Mississippi.

Professional Certifications & Licenses:

Florida Real Estate Broker - BK176699
Florida General Contractor – CGC020862
Florida Pollutant Storage Contractor – PCC054963
Florida Home Inspector – HI6344
US Coast Guard Master License (Near Coastal) (Towing Endorsement) - 808660

Volunteer Activity

Member of the City of St Augustine Planning & Zoning Board
Former Commissioner St Augustine Port, Waterway & Beach District
Commissioner Florida Inland Navigation District
Former Member of the St Johns County Industrial Development Authority Board

Personal Information:

Carl was born and raised in Jacksonville, Florida. He has been married to his wife Lynne for 37 years. Carl and his wife Lynne move to St Augustine in 1998 and have lived at 100 Santa Monica Avenue for 26 years. He spends his free time boating and fishing.

This Receipt is issued pursuant to
County ordinance 87-36

**2024/2025 ST. JOHNS COUNTY
LOCAL BUSINESS TAX RECEIPT**

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

Account 1067437
EXPIRES September 30, 2025

Business Type Real Estate Agency (L)
Location 100 Santa Monica Ave
St Augustine FL 32080-5417

Business Name John Carl Blow

Owner Name Blow John Carl

Mailing Address 100 Santa Monica Ave
St. Augustine, FL 32080-5417



**New Business
Transfer**

Tax	30.00
Penalty	0.00
Cost	0.00
Total	30.00

**DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR**

This receipt does not constitute a franchise, an agreement, permission or authority to perform the services or operate the business described herein when a franchise, an agreement, or other county commission, state or federal permission or authority is required by county, state or federal law.

This form becomes a receipt only when validated below

Paid by receipt(s) 2023-7540535 on 07/29/24 for \$30.00

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO CITY BOARD/COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on a City of St. Augustine board or committee. All applications must include a cover letter and resume.

1. APPLICANT NAME Erick Revuelta
2. BOARD/COMMITTEE DESIRED Planning and Zoning
3. RESIDENCE (Address) 2010 Mariposa Vista Lane #106, Saint Augustine, Florida 32084
4. PHONE 904-687-6236 E-MAIL erc024@aol.com
5. BUSINESS OWNED (Address) N/A
6. BUSINESS PHONE N/A E-MAIL _____
7. PROPERTY OWNED (Address) 2010 Mariposa Vista Lane, #106, Saint Augustine, FL 32084
8. PREFERRED MAILING ADDRESS residence
9. OCCUPATION (include resume) Environmental Project Manager
10. PROFESSIONAL QUALIFICATIONS (submit a cover letter) _____
11. OTHER COMMENTS OR INFORMATION _____
12. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

Specific Instructions: The two questions below are designed to identify your ethnicity and race. Regardless of your answer to question 1, go to question 2.

Question 1. Are You Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.) ☒ **Yes** | ☐ **No**

Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box.

RACIAL CATEGORY (Check as many as apply)

☐ American Indian or Alaska Native	☐ Asian	☐ Native Hawaiian or Other Pacific Islander
☐ Black or African American	☒ White	

13. SIGNATURE OF APPLICANT

Erick Revuelta

DATE 7/29/2024

14. AGREEMENT: In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that, if appointed, it is required by the State of Florida to file a financial disclosure Form 1 with the Supervisor of Elections, St. Johns County, within thirty (30) days of appointment, and each year thereafter, covering the term of appointment and to file Form 1-F upon departure from the board. Submit applications to: Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, Florida 32085.

ER

Initial

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- | | |
|---|--|
| ☐ Architect, Florida registered | ☐ Preservation Organization Officer |
| ☐ Planner, member APA or AICP | ☒ Environmental or Land Use Organization Officer |
| ☐ Real Estate Broker, w/ County occupational license | ☐ Attorney, Florida Bar |
| ☐ Educator, college level | ☐ Landscape Architect, Florida registered |
| ☐ Engineer, Florida registered | ☐ Contractor, City contractor's license |
| ☐ Merchant/Businessperson, City occupational license | |

QUALIFICATIONS FOR HISTORIC ARCHITECTURAL REVIEW BOARD (HARB):

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Please check those qualifications that apply to you:

- | | |
|--|---|
| ☐ History or related fields | ☐ Art History |
| ☐ Archaeology | ☐ Former HARB Member |
| ☐ Architectural History | ☐ Other |
| ☐ Historic Architecture | |

QUALIFICATIONS FOR CORRIDOR REVIEW COMMITTEE (CRC):

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- | | |
|---|---|
| ☐ Architect, Florida licensed or retired | ☐ Owner of property located within Entry Corridor |
| ☐ Landscape Architect, Florida licensed or retired | ☐ Tenant of property located within Entry Corridor |

July 29, 2024

City of Saint Augustine
Planning and Zoning Division

To whom it may concern,

I am interested in serving with the City of Saint Augustine's Planning and Zoning Review committee. I'm an environmental professional with over twenty years of experience in the field as a consultant and government regulator. My professional trajectory includes over thirteen years working for the St. Johns River Water Management District, ten years of private consulting with URS Corporation, Stantec and VHB, and three years working with Miami-Dade County's Department of Environmental Resources Management.

As a consultant, I have completed multiple environmental due-diligence reviews and assisted with the permitting of a variety of projects ranging from small commercial developments to large multi-use developments and large renewable energy projects in Florida and Georgia. I have also worked on the preparation of NEPA environmental studies and environmental resource permitting associated for the Florida Department of Transportation (FDOT) and the National Park Service. I have also assisted on planning studies for the MetroPlan Orlando and Orange County.

During most of my time working at the St. Johns River Water Management District, I was a regulatory scientist reviewing environmental resource applications for new developments, conducting wetland delineations and wetland functional assessments. I also worked as a compliance coordinator tasked with facilitating the resolution of compliance cases within eight northeast Florida counties including St. Johns.

While employed at Miami-Dade County in the Wetland Planning Section I was responsible for leading a variety of environmental restoration projects and contributing to updating the natural resources component of the County's Comprehensive Development Plan.

It is my hope to be able to contribute to the organization and appreciate your consideration of my application. I have attached my resume for your review. If you have any further questions and wish to contact me, you can reach me at (904) 687-6236.

Sincerely,

Erick Revuelta
2010 Mariposa Vista Lane #106
Saint Augustine, Florida 32084
erc024@aol.com

Erick A. Revuelta

Project Manager

Personal Information

2010 Mariposa Vista Lane
Unit 106
St. Augustine, Florida 32084
Phone: (904) 687-6236
Email: erc024@aol.com

Areas of Expertise

State and Federal Wetland
Delineations

State and Federal Permitting

NEPA (EA, EIS)

Project Development and
Environment Studies
(PD&E)

Alternative Corridor
Evaluations (ACE)

Threatened and Endangered
(T&E) Species Surveys

ArcGIS and ArcPro

Land Suitability
Assessments

Mitigation Bank Permitting

Invasive Species
Management

Botany

Memberships

Society of Wetland
Scientists

Florida Invasive Species
Council

Florida Association of
Environmental
Professionals

Florida Association of
Environmental Soil
Scientists

Environmental professional with over 20 years of professional experience in environmental permitting and compliance associated with residential, commercial, transportation, utilities, and energy transmission projects in Florida.

EXPERIENCE

2023 to 2023 **Vanasse Hagin and Brustlin**

Senior Environmental Project Manager

Responsible for leading and conducting various projects associated with Florida Department of Transportation (FDOT) Districts 3 and 5, including wetland delineations, T&E species surveys, environmental permitting, conducting NEPA, PD&E and ACE for CFX and FDOT projects. As a consultant for MetroPlan Orlando I am the technical project lead for the environmental component of the 2050 MetroPlan.

Responsible for managing environmental permits for residential and commercial developments. Including planning and management of wetland delineations, threatened and endangered species surveys; due diligence investigations; development of permitting strategies for large scale, multi-phase development projects; management of environmental permit applications.

2016 to 2023 **St. Johns River Water Management District**

Environmental Scientist V

Held multiple positions with increasing level of responsibility in the Regulatory Services, Water Supply Planning, and Environmental Services Divisions. Responsible for the review of environmental resource permitting with a focus on transportation projects and mitigation banks; technical lead for wetland delineations and internal/external wetland delineation trainings; planning and implementation of coastal resiliency plans and restoration projects; development and implementation of long-term monitoring plans and metrics to assess and establish Minimum Flows and Levels.

2013 to 2016 **Stantec, Coral Gables, Florida**

2019 to 2023 Senior Environmental Scientist

Responsible for leading and conducting various projects associated with Florida Department of Transportation (FDOT) Districts 4 and 6 Districtwide contracts. Responsibilities included performing wetland delineations, T&E species surveys, environmental permitting; conducting NEPA, PD&E and ACE studies for the National Park Service, FDOT and Miami-Dade County Transit Authority (MDX). Worked on several high-profile projects including the SR-836 West Extension, Miami Wilds, and the Pioneer Trail Interchange PD&E Study.

2011 to 2013 **URS Corporation (AECOM), Miami, Florida**

Environmental Scientist

Responsible for leading and conducting various projects as part of the FDOT D6 Districtwide Permitting contract. Responsible for conducting wetland delineations; T&E species surveys, environmental permitting; conducting PD&E studies for local, state, federal agencies including, MDX, and FDOT. Worked on several large profile projects including permitting and PD&E studies for the I-75 Express, I-95 Express Lanes (Oakland Park to Glades Road), SR-826 Managed Lanes (SR-836 to I-75) and the Krome Avenue Widening.

2007 to 2011 **St. Johns River Water Management District, Palatka, Florida**

Regulatory Scientist

Responsible for the review and processing of environmental resource permits and management of compliance cases in Northeast Florida.

EDUCATION

University of Miami, B.A. Environmental Science (2004)
University of Florida, Master of Forestry and Conservation (in progress)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: August 29, 2024

RE: **Request for TWO (2) appointments - St. Augustine Police Officers' Retirement Board**

Notification was previously given regarding two (2) term expirations on the St. Augustine Police Officers' Retirement Board which will expire September 30, 2024.

Advertisements requesting applications were placed in the St. Augustine Record and posted on the City's website.

Two applications were received from Mary Jane Liles and Daniel Hilbert. Ms. Liles and Mr. Hilbert are current members and eligible for re-appointment. The requested appointments will expire on September 30, 2026.

Attached is the application received, in addition to the current roster, Board profile and responsibilities. I respectfully request consideration be given to appointing the applicant.



Darlene Galambos
City Clerk

Attachment: Applications

xc: Police Retirement Board – Clerk's File

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO CITY BOARD/COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on a City of St. Augustine board or committee. In accordance with Ordinance 2003-14 citizen boards that assist in the governing of the City of St. Augustine shall be made up of persons who reside within the City Limits. Exceptions to this City Commission policy may be made for members of ad-hoc committees on a case-by-case basis by the City Commission. All applications must include a cover letter and resume.

1. APPLICANT Mary Jane Liles
2. RESIDENCE (address) 87 Colon Ave, St Augustine, FL PHONE 904-669-4914
3. BUSINESS OWNED (Address) _____ PHONE _____
4. PROPERTY OWNED (Address) 87 Colon Ave. St. Augustine, FL 32084
5. MAILING ADDRESS PREFERRED Same
6. E-mail Address mjliles@bellsouth.net
7. BOARD DESIRED St. Augustine Police Retirement Board
8. OCCUPATION (include resume) Retired Teacher
9. PROFESSIONAL QUALIFICATIONS: (Attach additional information or Cover Letter)

10. OTHER COMMENTS OR INFORMATION

I have served on this Board for 3 years and would like to continue.

11. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

Specific Instructions: The two questions below are designed to identify your ethnicity and race. **Regardless of your answer to question 1, go to question 2.**

Question 1. Are You Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.) ☐ Yes ☒ No

Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box. Check as many as apply.

RACIAL CATEGORY (Check as many as apply)

- | | |
|--|--------------------------|
| ☐ American Indian or Alaska Native | ☐ |
| ☐ Asian | |
| ☐ Black or African American | |
| ☐ Native Hawaiian or Other Pacific Islander | |
| ☒ White | |

12. SIGNATURE OF APPLICANT

Mary Jane Liles

DATE

July 26, 2024

BRIEF RESUME

Mary Jane Liles

I have a B.Ed. degree from West Chester State University in Pennsylvania, a M.Ed. degree in Administration, and a M.Ed. degree in Guidance from the University of North Florida. I have taught 17 years in Pennsylvania and 24 years in Florida. I retired from the St. Johns County School System in 2002. My subject areas were science and Geometry/Algebra.

I have been on the Police Retirement Board for three years and would like to continue on it.

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO CITY BOARD/COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on a City of St. Augustine board or committee. In accordance with Ordinance 2003-14 citizen boards that assist in the governing of the City of St. Augustine shall be made up of persons who reside within the City Limits. Exceptions to this City Commission policy may be made for members of ad-hoc committees on a case-by-case basis by the City Commission. All applications must include a cover letter and resume.

1. APPLICANT DANIEL HILBERT
2. RESIDENCE
(address) 107 ALPIKA AVE PHONE 904-252-4988
3. BUSINESS OWNED (Address) CANAL LANE PHONE 904-821-9402
4. PROPERTY OWNED (Address) 107 ALPIKA AVE
5. MAILING ADDRESS PREFERRED 1030 N. PINE DR LEOV, 32084
6. E-mail Address dkhilbert@gmail.com
7. BOARD DESIRED Police Personnel Board
8. OCCUPATION (include resume) Attorney
9. PROFESSIONAL QUALIFICATIONS: (Attach additional information or Cover Letter)
6yr Board Member
10. OTHER COMMENTS OR INFORMATION

11. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

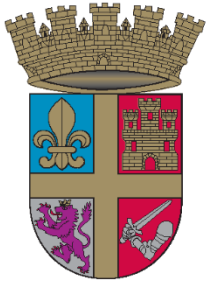
Specific Instructions: The two questions below are designed to identify your ethnicity and race. Regardless of your answer to question 1, go to question 2.	
Question 1. Are You Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.) ☐ Yes ☒ No	
Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box. Check as many as apply.	
RACIAL CATEGORY (Check as many as apply)	
☐ American Indian or Alaska Native	
☐ Asian	
☐ Black or African American	
☐ Native Hawaiian or Other Pacific Islander	
☒ White	

12. SIGNATURE OF APPLICANT

DATE 8/20/24

12. AGREEMENT: In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that, if appointed, it is required by the State of Florida to file a financial disclosure Form 1 online with the Florida Commission on Ethics, within thirty (30) days of appointment, and each year thereafter, covering the term of appointment and to file Form 1-F upon departure from the board. Submit applications to Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, FL 32085.


Initial



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

***WHEREAS,** the Veterans of Foreign Wars of the United States (VFW) was founded in 1899 by a small group of veterans whom returned from campaigns on Cuba and in the Philippines, banded together to create a veterans organization that would advocate on behalf of all veterans; and*

***WHEREAS,** the VFW is a nonprofit veterans service organization comprised of eligible veterans and military service members from the active, Guard and Reserve forces; and*

***WHEREAS,** the VFW's mission is to foster camaraderie among United States veterans of overseas conflicts, to serve our veterans, the military and our communities, and to advocate on behalf of all veterans; and*

***WHEREAS,** since its inception, the VFW has been instrumental in the establishment of the Veterans Administration, the national cemetery system, and the creation of every national veterans' memorial; and*

***WHEREAS,** the VFW has played a vital role in virtually every significant piece of veterans' legislation passed in the 20th and 21st centuries to include the Honoring Our PACT Act, the most significant expansions of veteran benefits in history; and*

***WHEREAS,** On September 29 of this year, the Veterans of Foreign Wars will celebrate their 125th Anniversary. Their mission has been to serve our veterans who have answered the call of their country when called upon to do so. Post 2391 here in St. Augustine was founded in 1932 and have been a proud member of this community in carrying out that mission*

***NOW THEREFORE,** the City Commission of the City of St. Augustine, Florida, hereby proclaims **September 29, 2024,** as **VFW DAY** in the City of St. Augustine and urges all our citizens to pay special attention during this week to our Constitutional government and the advantage of American citizenship; and further invite every citizen and institution to join in this national commemoration.*

***IN WITNESS WHEREOF,** I hereunto set my hand and do cause the Seal of the City of St. Augustine to be affixed this 23rd day of September in the year of our Lord two thousand twenty-four and the four hundred and fifty-ninth year of the founding of St. Augustine, the Nation's Oldest City.*

2024-30

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



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

❧ CERTIFICATE OF RECOGNITION *❧*

WHEREAS, the beacon of the St. Augustine Lighthouse first lit the evening sky on October 15, 1874; and

WHEREAS, the flash of that beacon and the tower's black-white spiral paint scheme have continuously marked the location of St. Augustine, the Nation's oldest port, for countless mariners; and

WHEREAS, the Lighthouse has served to protect our coast during the Spanish-American War, First World War and Second War; and

WHEREAS, the local Junior Service League's successful preservation of the Lighthouse serves as an constant reminder of what an inspired and dedicated group of St. Augustine residents can achieve; and

WHEREAS, the Lighthouse's Archeological Maritime Program continues to make underwater discoveries that help tell the story of St. Augustine, Florida and the Nation; and

WHEREAS, the Lighthouse has served as a fun and educational destination that has given millions of visitors a unique and impressive view of St. Augustine and the adjacent coast; and

WHEREAS, the Lighthouse has provided educational courses and tours for thousands of K-12 students, including scholarship participation for underprivileged students, adult groups and organizations such as Scouts; and

WHEREAS, from its first night of operation, the Lighthouse has been a source of pride and a symbol of "home" for St. Augustine residents.

NOW, THEREFORE, THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, hereby recognizes and celebrates the **150TH ANNIVERSARY OF THE ST. AUGUSTINE LIGHTHOUSE** and encourages all residents to celebrate by participating in the many scheduled activities to commemorate this historic event.

IN WITNESS WHEREOF I hereunto set my hand and do cause the Seal of the City of St. Augustine, Florida, to be affixed this 14th day of October 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.

2024-17CR

Nancy Sikes-Kline, Mayor

"Most Loyal and Valorous"

Title conferred on the Presidio of St. Augustine by King Philip V of Spain, November 26, 1715

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: August 28, 2024

RE: Ratification of Collective Bargaining Agreement

The attached is the collective bargaining agreement between the City of St. Augustine and the Professional Firefighters of St. Augustine. The bargaining unit members voted and approved the agreement. The contract covers a 1-year period from October 1, 2024 until September 30, 2025, and needs to be ratified by the Commission.

Please add this to the consent agenda for the City Commission meeting on September 9th for approval.

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



Donna S. Hayes
Human Resources Director

Fire Union Contract – 2024 – 2025

ARTICLES:

1. **AGREEMENT** – no changes
2. **RECOGNITION** – no changes
3. **PROFESSIONAL FIREFIGHTERS SECURITY** - no changes
4. **MANAGEMENT RIGHTS** - no changes
5. **DISCRIMINATION** - no changes
6. **PAYROLL DEDUCTION OF DUES** – updated the deduction form to include stopping deductions
7. **PROHIBITION OF STRIKES** – no changes
8. **REPRESENTATION** – changed Human Resources Division to Department
9. **PROFESSIONAL FIREFIGHTERS BUSINESS** – small grammar correction
10. **WORK RULES** – no changes
11. **INSURANCE** – no changes
12. **BULLETIN BOARDS** – no changes
13. **SICK LEAVE AND WORKER’S COMPENSATION** – added Health Reimbursement Arrangement (HRA) and Special Pay Plan/401a. The Special Pay Plan is what is currently offered to general and police employees. Fire elected to add the HRA and split their sick leave payout between both plans.
14. **WORKING OUT OF CLASSIFICATION** – added differential pay for firefighters who assume Firefighter Engineer duties.
15. **HOLIDAYS** – updated to 13 holidays, fixed bi-weekly holiday accrual, and added additional pay for working on 7 of the holidays.
16. **PROMOTIONS** – no changes
17. **PERSONNEL REDUCTION** – no changes
18. **VACATION** – updated accrual table to reflect new holiday accrual, grammatical updates, and added HSA and 401a plan like the sick leave article above.
19. **CALL-BACK PAY** – no changes
20. **MILEAGE ALLOWANCE AND TRANSPORTATION** – no changes

21. OVERTIME – grammar correction
22. HEALTH AND SAFETY – no changes
23. CLOTHING – deleted obsolete language
24. MEDICAL AND DENTAL COVERAGE – no changes
25. HOURS OF WORK - no changes
26. EMT CERTIFICATION - no changes
27. SHIFT EXCHANGE – grammar correction
28. WAGES -
 - 2% wage increase or same as that given to City employees not in a bargaining unit
 - added wage increase for Master’s degree
 - increased incentive pay from \$20 to \$30 per certification, per month
 - added boat operator incentive pay
 - added honor guard incentive pay
 - added language regarding documentation and expiring certifications.
 - Added anniversary wage increase for promotions to Firefighter Engineer and Lieutenant. Previously was only given to Firefighters who promoted directly to Lieutenant.
29. LIFE INSURANCE – no change
30. PENSION – no change
31. GRIEVANCE PROCEDURE – grammar correction
32. CLASS LEAVE – no change
33. DRUG AND ALCOHOL TESTING – no change
34. SAVINGS CLAUSE - no change
35. DURATION OF AGREEMENT – adjusted dates

AGREEMENT
between
THE CITY OF ST. AUGUSTINE
and the
PROFESSIONAL FIREFIGHTERS OF ST. AUGUSTINE
LOCAL NO. 2282
FIREFIGHTERS AND FIRE LIEUTENANTS
IN SEPARATE BARGAINING UNITS

October 1, 2024, through September 30, 2025

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ARTICLE I

AGREEMENT

This Agreement is entered into between the City of St. Augustine (hereinafter called “City”), and the Professional Firefighters of St. Augustine affiliated with the International Association of Firefighters (hereinafter called “the Union”). In all cases where the male pronoun is used through this contract, it should be deemed to include both male and female. It is the intent and purpose of this Agreement to assure sound and beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings and differences which may arise concerning rate of pay, wages, hours of employment and other conditions of employment. There shall be no individual arrangements contrary to the terms herein provided. It is understood that the City is engaged in furnishing essential public service which vitally affects the health, safety, comfort and general well-being of the public and both parties hereto recognize the need for continuous and reliable services to the public.

ARTICLE 2

RECOGNITION

A. The City of St. Augustine recognizes the Professional Firefighters of St. Augustine as the exclusive bargaining agent for those employees classified as Firefighters and Firefighters Engineers for the purpose of bargaining collectively concerning wages and working conditions, (and Fire Lieutenants in a separate bargaining unit.)

B. Bargaining unit employees shall serve a probationary period of one year, beginning on their date of hire with the City of St. Augustine. During the one-year probationary period, the following rules shall apply:

- 1) Probationary employees shall accrue sick leave during their probationary period in accordance with the accrual schedule set forth in Article 13 of this Agreement; provided, however, that probationary employees shall only be allowed to use accrued sick leave after 90 days of employment;
- 2) Probationary employees shall accrue vacation leave during their probationary period in accordance with the accrual schedule set forth in Article 18 of this agreement; provided, however, that probationary employees shall only be allowed to use accrued vacation leave after 180 days of employment and then, only at the discretion of the Fire Chief or his designee;
- 3) An individual who successfully completes his or her probationary period shall become a regular status employee. An individual who does not successfully complete his or her probationary period shall not be paid out any accrued, unused sick or vacation leave upon their separation from the City of St. Augustine.

ARTICLE 3

PROFESSIONAL FIREFIGHTERS' SECURITY

The City will place a copy of this Agreement in each fire station for the purpose of information and to make known that the Professional Firefighters of St. Augustine, Florida has been recognized by the City.

ARTICLE 4

MANAGEMENT RIGHTS

Section 1

The Professional Firefighters of St. Augustine recognizes the right of the City to operate and manage its affairs in all respects in accordance with its responsibilities; and the powers and authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City. Management officials of the City retain rights, in accordance with applicable laws and regulations, which include but are not limited to the following:

- a. To manage and direct the employees of the City;
- b. To hire, promote, transfer, schedule, assign and retain employees in positions with the City;
- c. To suspend, demote, discharge or take other disciplinary action against employees for just cause;
- d. To relieve employees from duties because of lack of work, funds or other legitimate reasons;
- e. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work; provided that such subcontracting will not be effective until the expiration date set forth in the contract, or until the annual anniversary date of the contract if it is a multi-year agreement;
- f. To determine the number of employees to be employed by the City;
- g. To determine the number, types and grades of positions or employees assigned to an operational unit, department or project;

- h. The organization of City government;
- i. To maintain and improve the efficiency of the operations of the City;
- j. To determine internal security practices.

Section 2

The City has the sole authority to determine the purpose and mission of the City and the amount of the budget to be adopted by the City Commission.

Section 3

If, in the discretion of the City Commission, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 4

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees at the discretion of the City may be required to perform duties not within their job descriptions, as long as they are Fire Department related.

Section 5

The parties agree that, upon the exercise of a management prerogative that requires impact bargaining, in the absence of an emergency declared by the City Commission, upon request of the Union, the City will be available to negotiate impact following the announcement of the exercise of management right.

ARTICLE 5
DISCRIMINATION

The Employer and the Professional Firefighters agree not to discriminate against any employee because of their legitimate activity on behalf of or in opposition to the Union or membership or non-membership in the Union.

ARTICLE 6

PAYROLL DEDUCTION OF DUES

The Employer agrees to deduct dues twenty-four (24) times per year in an amount certified to be current by the Secretary-Treasurer of the Professional Firefighters of St. Augustine from the pay of those employees who request that such deductions be made. The total amount of deductions shall be submitted within ten (10) days following the date pay is issued by the Employer to the Treasurer of the Professional Firefighters of St. Augustine. This authorization shall remain in effect during the term of this Agreement unless cancelled by the employee upon thirty days' notice to the City and the Union.

PAYROLL DEDUCTION AUTHORIZATION/CANCELLATION

NAME _____ **FIRE DEPARTMENT**

EFFECTIVE DATE _____

I HEREBY REQUEST AND AUTHORIZE THE CITY OF ST. AUGUSTINE

TO DEDUCT / **STOP DEDUCTION FROM MY EARNINGS TWENTY-FOUR**
(circle one)

**(24) TIMES PER YEAR, UNION DUES IN AN AMOUNT CERTIFIED TO BE
CURRENT BY THE SECRETARY TREASURER OF THE UNION. THE
AMOUNT DEDUCTED SHALL BE REMITTED TO THE SECRETARY
TREASURER OF THE UNION.**

(Signature)

ARTICLE 7

PROHIBITION OF STRIKES

Section 1

The Union and its members agree not to engage in a strike, work stoppage, work slowdown or any other similar form of interference with the operation of the Fire Department.

Section 2

Any employee who participates in or promotes a strike, work stoppage, work slowdown or other similar forms of interference with the operation of the Fire Department shall be subject to disciplinary action, up to and including discharge.

Section 3

In the event of a strike, work stoppage, work slowdown or interference with the operation of the Fire Department, a responsible official of the Union will promptly and publicly disavow such strike, work stoppage, work slowdown or other similar forms of interference with the operation of the Fire Department and order the employees to return to work and attempt to bring a prompt resumption of normal operations. The Union will notify the City within eight (8) hours after the commencement of such strike, work stoppage, work slowdown or other similar forms of interference with the operation of the Fire Department, what measures it has taken to comply with the provisions of this Article.

Section 4

In the event of a strike, work stoppage, work slowdown, if such strike, work stoppage or work slowdown continues for more than forty-eight (48) hours, this Agreement shall immediately be null and void in its entirety.

ARTICLE 8

REPRESENTATION

Section 1

There shall be one (1) Steward on each shift.

Section 2

The Union will notify the City's Human Resources Division of the names, addresses and phone numbers of each Union officer and Steward on or before January 1 of each year. If there is any change in Union officers or Stewards during the year, the City's Human Resources ~~Division~~ **Department** will be notified immediately.

Section 3

The City and the Union agree to abide by Fla. Stat. 447.509 regarding solicitation and distribution.

ARTICLE 9

PROFESSIONAL FIREFIGHTERS' BUSINESS

Section 1

The employee who is the President of the Union and covered by this Agreement will be granted time-off by the Fire Chief, or his designee, to conduct Union business provided a written request is submitted prior to the time-off period and sufficient manpower is available on the regular shift to properly man the department during the absence of the Union President. In emergencies, the request may be submitted orally and later confirmed in writing.

Section 2

Business meetings of the Union may be held at Station 1. Notice of such business meetings shall be submitted to the Fire Chief, or his designee, prior to posting and must bear his signature signifying that such meeting will not interfere with Fire Department operations. Any notice of such business meeting found posted without the signature of the Fire Chief, or his designee, shall be removed from the bulletin boards by the shift commander and the meeting shall not be held. Employees from the Island fire station may attend such meetings, which have been posted in accordance ~~to~~ **with** this Section.

ARTICLE 10

WORK RULES

Section 1

All rules, regulations, policy, and procedures of the Fire Department in effect on the effective day of this Agreement shall remain in full force and effect if not specifically in conflict with any Article or Section of this Agreement. Authority to change, modify or delete rules, regulations, policy, or procedures rests with the City.

Section 2

Any rules, regulations, policies, and procedures of the Fire Department issued after the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with any Article or Section of this Agreement.

Section 3

Prevailing Rights. All rights, privileges and working conditions enjoyed by employees on the effective date of this Agreement, which are not included in this Agreement, will be presumed to be reasonable and proper and will not be changed arbitrarily or capriciously or unilaterally, until the impasse procedure under Article 4, Section 5 is exhausted.

ARTICLE 11

INSURANCE

The Employer will provide liability, life and any other insurance coverage as required by state law for every member of the bargaining unit. The Employer will also provide legal representation and indemnification for bargaining unit employees as provided in Section 111.07, Florida Statutes.

ARTICLE 12

BULLETIN BOARDS

Section 1

The Union shall have the use of one-half of the area of bulletin boards located in the fire stations for posting notices but restricted to:

- a. Notices of Union meetings,
- b. Notices of Union elections and results of such elections,
- c. Notices of Union recreational and social affairs, and
- d. Notices of Union appointments and other official business.

Section 2

All notices shall be signed by an officer of the Union.

Section 3

Copies of all notices shall be submitted to the Fire Chief prior to their being posted.

Section 4

Any material found on Union bulletin board space not on file with the Fire Chief or not signed by an officer of the Union shall be removed by the Shift Commander.

ARTICLE 13

SICK LEAVE AND WORKER'S COMPENSATION

Section 1 Sick Leave Accrual

As used in this collective bargaining agreement, the terms "accrued" or "accrual" shall not be construed as an unqualified right to sick benefits but shall be specifically subject to the exceptions and conditions set forth in this Article. Each regular full-time and probationary employee will earn sick leave credit at a rate in accordance with the schedule below. All sick leave hours credited for bi-weekly pay periods will be credited as payable sick leave as follows:

Hours in Regular Payroll Period	No. of hrs. Accumulated Per Bi-Weekly Pay Period	Number of Hours Accumulated Per Year
112	4.310 Payable Sick Leave	112.06

Payable sick leave is defined as sick leave hours to be used as sick leave while employed or paid for upon retirement or resignation from the City, provided the employee has completed probation. When an employee has used his/her accumulated sick leave so as to have reduced his/her sick leave balance to zero (0), he/she shall not be able to use any sick leave accrual until he/she has returned to full-time duty. Sick leave will be credited to employees' accounts bi-weekly. Probationary employees will accrue bi-weekly sick leave but will not be allowed to use the accrued sick leave until 90 days of employment have been completed.

Section 2

After two (2) consecutive shifts or three (3) or more separate sick days used by an employee in any one twenty-eight (28) day period and when in the judgment of the Chief, sick leave may appear to be abused or where the employee regularly uses sick leave as it is earned, the employee requesting sick leave will be required to furnish competent medical proof for such absence, prior to sick leave pay being granted. Such competent medical proof

shall include a physician's statement attesting to his inability to perform work on the day(s) of absence.

Section 3 Sick Leave Accumulation and Bonus Payout

- (A) Any accrued sick leave hours will be carried forward at the end of the fiscal year to be used as sick leave during the employee's employment.
- (B) All payable sick leave will be paid at the employee's base hourly rate (hourly rate = base annual pay divided by 2912 hours) when a non-probationary employee leaves employment with the City, if the employee gives and works through a two-week notice.
- (C) Non-probationary employees who do not give and complete a two-week notice or who are terminated from the City's employment will be paid half of their accrued payable sick leave.
- (D) Non-probationary employees who are terminated will be paid within sixty (60) days of their last day of active employment or after all post-termination hearings or appeals have been finalized, whichever is later. Payment will be processed during scheduled payroll periods.
- (E) Employees will have the option by March 31st and by September 30th of each year of receiving pay (base hourly rate) for up to 112 payable sick leave hours each option date. To be eligible to participate in the sell-back option, an employee must have a minimum combined balance of three hundred thirty-six hours (336) of sick and vacation leave; provided that an employee must, after the sell-back, retain a minimum of fifty-six (56) hours sick leave.
- (F) Employees will have the option by March 31st and by September 30th of each year to convert up to fifty-six (56) payable sick leave hours to vacation hours. To be eligible, an employee must have a remaining sick leave balance of at least one hundred twelve (112) hours of sick (payable and/or non-payable) leave after the conversion.
- (G) Once established, non-probationary employees who retire at any age with 25 years or more of service or retire or leave the City's employment who are age 50 and older and qualify for 100% sick leave payout; will be paid this leave

through a Health Reimbursement Arrangement (HRA) and Special Pay Plan/401a. These will be fund with a 50/50 split of sick leave time into each account.

Section 4

All **workers'** compensation premiums are to be paid by the City. An employee who is temporarily disabled as a result of an injury received in the course of employment with the City, shall be entitled to be compensated herein. During the first week (7 calendar days,) the employee will receive his/her normal City paycheck. Such employee shall receive eighty-five percent (85%) of his/her normal paycheck from the City for the second through fourteenth week of any compensable disability. The purpose and intent of this eighty-five percent (85%) payment is to provide an amount of pay which approximates the employee's pre-injury normal pay after taxes. In order to qualify for these benefits, the employee must endorse his/her worker's compensation checks over to the City. It is the employee's option to choose between the worker's compensation check or the City paycheck; however, once an option is selected, that option will continue for the remainder of the thirteen weeks during which the employee should receive the eighty-five percent (85%) payment to the City For the purpose of this Section, the normal paycheck will be the amount of salary, excluding overtime, the employee was receiving immediately prior to his injury. The payment under this Article will continue for a maximum of up to thirteen (13) weeks within the two (2) year period following the date of such injury or until the date of medical determination that the employee will be unable to return to duty, whichever comes first. If such disability continues for more than fourteen (14) weeks from the pay period following the date of such injury (or has been medically determined to be of a nature which prevents the return to duty of such employee during such fourteen (14) week period,) the employee's eighty-five percent (85%) or normal pay shall be terminated at the end of said fourteen (14) week period (or date of medical determination that such employee will be unable to return to duty within said fourteen (14) week period.) The City may, solely at its discretion, provide extensions of normal pay beyond the fourteen (14) week period limitation as outlined herein. At the termination of the fourteen (14) week period or the termination of the extension period, the employee's right to compensation shall be governed by the Worker's Compensation Law and by his

entitlement to pension rights and sick leave benefits, if any. Should changes in the Federal Withholding and FICA/Medicare regulations and law regarding taxability of Worker's Compensation benefits be enacted, the parties will meet to discuss an appropriate adjustment to the eighty-five percent (85%) formula in Section 4 of this Article.

Section 5

The City may require an employee who is temporarily disabled on duty and therefore eligible to receive compensation under Section 4 above, to temporarily perform any other available work within the City provided the employee's attending physician's assessment of the employee's physical or mental abilities, work restrictions or limitations does not prohibit the employee from performing assigned work. If the employee, based on the assessment by the employee's attending physician, is able to perform ISO department requirements (i.e., fire safety inspections and/or work) and is qualified under Article 28, Section 7, the employee will be so assigned. When temporarily assigned to another position as provided in this Section, the employee will be assigned to a forty (40) hour week; the assigned 40-hour schedule will be determined by the City. If the employee is assigned to a fire inspector position, the employee will not be eligible for the additional compensation under Article 28, Section 6. The employee's refusal or failure to perform such temporary assignments will result in the employee forfeiting all statutory worker's compensation benefits and contractual benefits under this Section. The employee temporarily assigned to a 40-hour week under this Section will be paid at an hourly rate computed by taking his/her annual base salary and dividing it by 2080 hours. If the temporary assignment is consistent with the employee's 24-on/48-off schedule, then the employee's regular hourly rate shall be determined as set forth in Article 21. After the fourteen (14) week period, the employee will be paid at the rate of the job to which he/she is assigned (or at the sole discretion of the City, be paid a higher rate of pay) and if so entitled, the employee will receive state worker compensation wage loss benefits. The City retains the right to end such assignments at any time or to offer the employee another full time, permanent position with the City.

Section 6

Leave in the event of the death of a member of the employee's immediate family may be charged to sick leave. The following relationships shall be considered family: mother, father, stepmother, stepfather, foster parent, brother, sister, stepbrother, stepsister, wife, husband, son, daughter, stepson, stepdaughter, foster child, immediate in-laws, grandparents, grandchildren, first aunt or uncle or members of the immediate household having permanently resided under the same roof.

Section 7

In the event the illness of an immediate family member as defined above requires the presence of the employee and is so certified as outlined in Section 8, the employee may take paid sick leave, not to exceed the number of hours in the employee's sick leave account and such leave will be charged to the sick leave account.

Section 8

The employee's and the City's rights and obligations under the Family Medical Leave Act of 1993 ("FMLA") and as Amended by Section 585 of the National Defense Authorization Act for FY 2008 will be determined by the statute, applicable regulations, and court interpretations under the Act. In the event the Act requires a benefit greater than the benefits provided under this contract, the Act will apply. In determining leave eligibility, the City will use a rolling twelve (12) month period measured backward from the date leave is used. For other than intermittent leave, FMLA absences which exceed two (2) consecutive shifts will be counted against available FMLA leave, beginning with the first shift absence. Leave under the FMLA will run concurrently with any other paid leave, such as sick leave, worker's compensation leave, or any other leave whether paid or unpaid, during which employee medical benefits are provided by the City at City expense. Employees are required to notify the Fire Chief and Human Resources of absences, which may qualify under FMLA.

ARTICLE 14

WORKING OUT OF CLASSIFICATION

Any employee covered by this Agreement who is required to accept the responsibilities and carry the duties of Captain or Lieutenant, for 6 consecutive hours or longer, shall be paid for such acting duty at the rate for the higher ranked position or five (5) percent (%) more per hour than the rate of the employee's regularly assigned job, whichever is higher.

Any firefighter covered by this Agreement and is a certified pump operator who is required to accept the responsibilities and carry the duties of Firefighter Engineer for 6 consecutive hours or longer, shall be paid for such acting duty one additional dollar per hour (\$1.00) more than the rate of the employee's regularly assigned job.

Regular hours worked and paid under this Article are considered pensionable wages.

ARTICLE 15

HOLIDAYS

Section 1

City shall provide holiday leave benefits which provides for **thirteen (13)** ~~twelve (12)~~ holidays at 11.2 hours per holiday. The holiday hours will be credited to the employee's vacation hour accrual at the close of each bi-weekly payroll period at a rate of ~~5.1693~~ **5.6** hours per bi-weekly pay period. A non-probationary bargaining unit employee who leaves the service of the City for any reason, including regular or disability retirement, shall be paid for such accrued holiday pay, in accordance to .

New Year's Day Martin Luther King Day

Presidents Day Good Friday

Memorial Day **Juneteenth**

Independence Day Labor Day

Veterans Day Thanksgiving Day the day after Thanksgiving

Christmas Eve Day Christmas Day

Section 2

Employees who work on the following holidays will be paid an additional three dollars (\$3.00) per hour. The pay will only apply to these holidays:

- **New Year's Day**
- **Memorial Day**
- **Fourth of July**
- **Labor Day**
- **Thanksgiving**
- **Christmas Eve**
- **Christmas Day**

The additional pay will be split between shifts 7/17 and in the event of a shift exchange, the employee physically working will receive the additional pay.

ARTICLE 16

PROMOTIONS

When a budgeted vacancy occurs in any position covered by this Agreement, such vacancy shall be filled when there is a person on the Civil Service list acceptable to the Chief. All vacancies to be filled shall be filled in accordance with those regulations of the St. Augustine Civil Service Board.

ARTICLE 17

PERSONNEL REDUCTION

In the case of a personnel reduction, the City will follow the Civil Service Rules and Regulations, if any, for the Fire Department (Rule 14, Section 1, Layoff). In the event of a reduction of work force or elimination of a position, seniority within the employee's job classification shall govern. Layoffs shall begin with the employee having the least seniority in the job classification. However, overall City seniority will be applied such that layoff from a particular job classification does not preclude the individual from bumping to a lesser classification. Employees shall be recalled to their former classification or to any classification previously held with the City and recall shall be in the inverse order of layoff. Employees shall retain layoff status for the purpose of reinstatement for a period of two years from the date of layoff.

ARTICLE 18

VACATION

Section 1

As used in this collective bargaining agreement, the terms “accrued” or “accrual” shall not be construed as an unqualified right to vacation benefits but shall be specifically subject to the exceptions and conditions set forth in this Article. Effective October 1, 2024, each regular full-time and probationary bargaining unit employee will, based upon full months of continuous service, be credited bi-weekly with vacation leave according to the following schedule:

Firefighters; Firefighter Engineers; Fire Lieutenants; Captains - Positions Scheduled (2912 hours)

SERVICE MONTHS	START OF SERVICE YEAR #	HOURS/YR VACATION	VACATION BIWEEKLY ACCRUAL	HOLIDAY BIWEEKLY ACCRUAL	TOTAL BIWEEKLY AMOUNT	MAX ACCRUED HOURS
0-60	1-5	120	4.6154	5.1693	9.7847	878.4
61-72	6	156	6.0000	5.1693	11.1693	914.4
73-84	7	165	6.3461	5.1693	11.5154	923.4
85-96	8	174	6.6923	5.1693	11.8616	932.4
97-108	9	183	7.0384	5.1693	12.2077	941.4
109-168	10-14	192	7.3846	5.1693	12.5539	950.4
169-180	15	204	7.8461	5.1693	13.0154	962.4
181-192	16	216	8.3076	5.1693	13.4769	974.4
193-204	17	228	8.7692	5.1693	13.9385	986.4
205-216	18	240	9.2308	5.1693	14.4001	998.4
217-228	19	252	9.6923	5.1693	14.8616	1010.4
229+	20+	264	10.1538	5.1693	15.3231	1022.4

SERVICE MONTHS	START OF SERVICE YEAR #	HOURS/YR VACATION	VACATION BIWEEKLY ACCRUAL	HOLIDAY BIWEEKLY ACCRUAL	TOTAL BIWEEKLY AMOUNT	MAX ACCRUED HOURS
0-60	1-5	120	4.6154	5.6	10.2154	889.60
61-72	6	156	6.0000	5.6	11.6000	925.60
73-84	7	165	6.3461	5.6	11.9461	934.60

85-96	8	174	6.6923	5.6	12.2923	943.60
97-108	9	183	7.0384	5.6	12.6384	952.60
109-168	10-14	192	7.3846	5.6	12.9846	961.60
169-180	15	204	7.8461	5.6	13.4461	973.60
181-192	16	216	8.3076	5.6	13.9076	985.60
193-204	17	228	8.7692	5.6	14.3692	997.60
205-216	18	240	9.2308	5.6	14.8308	1,009.60
217-228	19	252	9.6923	5.6	15.2923	1,021.60
229+	20+	264	10.1538	5.6	15.7538	1,033.60

Fire Inspectors – Positions Scheduled (2080 hours)

SERVICE MONTHS	START OF SERVICE YEAR #	HOURS/YR VACATION	VACATION BIWEEKLY ACCRUAL	MAX ACCRUED HOURS
0-60	1-5	80	3.0770	480
61-72	6	88	3.3847	488
73-84	7	96	3.6924	496
85-96	8	104	4.0000	504
97-108	9	112	4.3077	512
109-168	10-14	120	4.6154	520
169-180	15	128	4.9231	528
181-192	16	136	5.2308	536
193-204	17	144	5.5385	544
205-216	18	152	5.8462	552
217-228	19	160	6.1539	560
229+	20+	168	6.4615	560

Vacation leave shall be considered earned on the day following the end of each bi-weekly pay period and shall be credited to the employee's vacation account bi-weekly. Vacation credits shall be accrued during the first three months of employment, but an employee will not be eligible to be paid for any vacation leave hours unless or until he/she has completed six (6) months of continuous, full-time employment.

An employee on leave without pay for up to seven (7) consecutive calendar days will be credited with vacation hours for the bi-weekly pay periods in which the seven (7) days occur. Any employee on leave without pay for eight (8) or more consecutive days will not be credited with vacation hours for any bi-weekly pay period ending after eight (8) consecutive days of such absence provided, however, employees on leave without pay for the purposes of attending college while working on a fire related degree or employees on worker's compensation leave, national guard, military duty or jury duty leave will continue to accrue leave for the first two full pay periods while on such leave.

Effective October 1, 2024, and thereafter, the unused vacation, including holidays saved, may be accumulated to a maximum of six hundred twenty-four (624) plus 145.6 134.4 holiday hours plus the annual hours of vacation leave accrued for the employee's completed years of service. When an employee has reached the maximum accrual limit of vacation hours, the employee will not accrue or be credited with any additional vacation hours or holiday hours until his or her vacation balance drops below the maximum accrual limit.

Vacation leave shall be charged to employees' accounts in increments of no less than 1 hour. The Fire Chief, or his designee, must approve use of all vacation leave prior to its use giving preference to use of two weeks' vacation over one day's vacation.

Section 2 Vacation Selection

Employees' annual calendar year vacation selections will be made in accordance to establish with the established standard operating guide.

Vacations scheduled and approved sixty (60) days in advance will not be cancelled absent a declaration of a civil emergency by the City Manager (i.e., for hurricanes, tornadoes, fires, flooding, health pandemics, or other similar civil disasters).

Section 3 Terminating Employees

Any non-probationary employee who voluntarily leaves the service of the City for any reason, including regular or disability retirement, shall be paid for unused earned vacation leave, up to a maximum of 1022.4 1,033.60 hours in accordance with the maximum accruals provided for in Section 1 of this Article, if the employee gives and works through a minimum

two-week notice, unless deemed medically or psychologically unfit by a medical provider, Fire Chief, Human Resources Director, or City Manager/designee.

Once established, non-probationary employees who retire at any age with 25 years or more of service or retire or leave the City's employment who are age 50 and older and qualify for 100% vacation leave payout; will be paid this leave through a Health Reimbursement Arrangement (HRA) and Special Pay Plan/401a. These will be fund with a 50/50 split of vacation leave time into each account.

Non-probationary employees who do not give and complete a two-week notice or who are terminated from the City's employment will be paid half of their accrued vacation leave.

Any non-probationary employee who is terminated will be paid half of their accrued leave within sixty (60) days of their last day of active employment, signing a grievance waiver, or after all post-termination hearings or appeals have been finalized, whichever is later. Payment will be processed during scheduled payroll periods.

The official termination date shall be the last day of active employment and shall not be extended for the purpose of vacation leave.

ARTICLE 19

CALL-BACK PAY

Any employee covered by the terms of this Agreement who has physically left the Fire Station and is called back to work for duty shall be paid time and one-half his regular straight-time rate with a minimum of two hours. The minimum of two hours shall not apply to more than two call-backs during any twenty-four-hour period. If an employee is called back more than two times in a twenty-four-hour period, he shall be paid at the applicable overtime rate for actual time worked in excess of the first two call-backs.

ARTICLE 20

MILEAGE ALLOWANCE AND TRANSPORTATION

Employees required to change stations after reporting to duty shall be furnished transportation to and from the station he or she reported to duty. The City shall provide transportation for any special work requirements. The City will provide mileage allowance for Fire Department personnel using their own vehicles for schools, etc., if approved by the Fire Chief.

ARTICLE 21

OVERTIME

Employees shall receive one and one-half times their regular rate of pay for all hours worked in excess of 212 hours in any 28-day tour of duty. Regular rate of pay equals annual salary divided by 2,912 to produce rate of pay per hour. The City will comply with any State or Federal law requiring other than shown above. Overtime shall be distributed through a fair and equitable process that provides all qualified employees with reasonably equal opportunities to work available overtime as it may become available.

ARTICLE 22

HEALTH AND SAFETY

Section 1

A safety committee comprised of three members, one designated by the City Manager, one by the Fire Chief and one by the Union, may meet four (4) times a year and investigate all matters concerning safety in the Fire Department.

Section 2

The City agrees that whenever possible adequate manpower will be provided to assure citizens of St. Augustine, Florida proper fire protection.

Section 3

The safety committee may submit written recommendations to the Fire Chief and the City Manager twice per year for their consideration.

ARTICLE 23

CLOTHING

All uniforms, protective clothing or protective devices required of employees covered by this Agreement in the performance of their duties shall be furnished by the City at no cost to the employee. The term "uniform" shall not include shoes, socks, or underclothing. Each bargaining unit member will be provided with three (3) complete sets of uniforms (Class A, B, C) for use on duty.

The City will provide an annual allowance of a maximum of ~~\$100.00 in year one of the contract and \$120.00 in the second year and each contract year thereafter~~ toward the purchase of job-related equipment, i.e., steel-toed boots, flashlights, or tools. The equipment may be purchased and charged to the City from City approved vendor(s). The City will credit the allowance toward the purchase and balance will be repaid to the City by payroll deduction. The employee must authorize the deduction prior to purchase. As an alternative, the employee may purchase approved equipment, present proof of purchase (receipt identifying the cost of the item and the date of purchase) and show the equipment to the Chief. The City will reimburse the employee up to the above allowed amounts, not to exceed the cost of the equipment. Equipment purchased that is not approved by the Chief will not be eligible for reimbursement.

ARTICLE 24

MEDICAL AND DENTAL COVERAGE

Section 1

The health insurance plan as approved by the City of St. Augustine will be offered. The City will pay for each individual employee's Group Health Insurance through the duration of this Agreement, provided however, that the City reserves the ultimate right to make any changes including but not limited to any change in the insurance carrier(s) nature or scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget.

The employee will pay for any dependent coverage elected; provided that the City may, at its option, contribute toward dependent coverage. If the City contributes toward dependent coverage, it may, at its option, decrease or cease such contributions in the future by advising the Union of its decision.

Section 2

The City will provide individual dental coverage of its choice to employees only at the City's cost for the duration of this Agreement provided, however, that the City reserves the ultimate right to make any changes including, but not limited to, any change in the insurance carrier(s), nature or scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget. Optional dependent dental coverage may be offered. The employee will pay for any and all elected dependent dental coverage.

ARTICLE 25

HOURS OF WORK

The present schedule of twenty-four (24) hours on duty and forty-eight (48) hours off duty shall remain unchanged for all employees defined as fifty-six (56) hour shift employees.

Effective October 1, 2021, the maximum number of consecutive shifts an employee may work is two, absent express permission from the Fire Chief. In the event an employee works two consecutive shifts, and then the employee is eligible to work an overtime shift but is prevented from doing so as a result of this shift restriction policy, the employee shall not lose his or her position on the overtime rotation list.

ARTICLE 26

EMT CERTIFICATION

Section 1

EMT certification will be a mandatory condition of employment. The City will pay the costs of maintaining the EMT certification. This obligation is limited to payment for registration, books, fees, and license fees. Payment will be made upon presentation of a copy of the recertification to the City. The City will not pay for any recertification obtained prior to coming to work for the City as a firefighter. Article 32, Class Leave, is applicable to retaining EMT recertification. Except as provided in Article 32, the City's obligation under this Section does not include payment for attending class, travel expense or payment of any other reimbursement except as set forth above.

ARTICLE 27

SHIFT EXCHANGE

Shift exchanges shall be solely for the convenience of the employees. Any firefighter covered by this Agreement, including those who have completed six (6) months of their probationary period, may temporarily exchange shifts upon written approval of the Fire Chief or Shift Commander. Firefighters may switch with officers and vice versa under the following condition:

Any member with three (3) years of service or more with the City or any non-probationary member with more than five (5) years of prior fire service may exchange with any officer provided there is one officer (Captain or Lieutenant) on duty at all times.

If the replacement employee on a shift exchange, including when the shift exchange is being repaid, fails to report for any reason, including illness, the replacement employee's vacation account will be charged with the amount of time involved in the shift exchange. If the failure to report results in overtime, the employee's vacation account will be charged at 1-1/2 times the amount number of hours involved. There is no obligation on the City to keep track of hours owed as a result of a shift exchange. If an employee quits, is terminated or, for any other reason, fails to repay a shift exchange, the City has no liability to pay for the shift exchange.

The maximum number of shifts that may be exchanged per employee per month is three (3) unless approved by the Chief.

ARTICLE 28

WAGES

Section 1

- A. For FY 2024/2025, bargaining unit employees shall receive the following, effective **no later than** the first full pay period in October of each year:
1. A general wage increase of **at least 2% or** ~~if any, which shall be~~ the same as that given to City employees not in a bargaining unit, **whichever is greater.**
 2. Bargaining unit employees will be eligible for a merit step increase effective the first full pay period of each fiscal year, provided he/she has completed six (6) months of employment by August 31st as outlined in Section 5.

Section 2

All firefighters hired on or after October 1, 202**4**, will receive at minimum the entry-level pay set forth in Addendum A.

Section 3

Effective October 1, 202**4**, an education supplement as hereinafter set forth, will be given to bargaining unit employees who have completed advanced degrees, and have not previously received an education supplement, as follows:

- | | |
|---|---------------|
| a) AS/AA degree | 2 Step |
| b) BA/BS (4 year) degree from an accredited college | 2 Step |
| (4 steps if AA not attained) | |
| c) Master's degree – must be in related field and approved by the Chief and City Manager or designee | 2 Step |

Maximum of 4 **6** step education supplement. Steps will be effective the beginning of the pay period

Section 4

Effective the first full pay period in October 202**4** and each contract year thereafter, the City will pay a salary incentive of ~~twenty dollars (\$20.00)~~ **thirty dollars (\$30.00)** per month (~~ten dollars (\$10.00)~~ **fifteen dollars (\$15.00)** for twenty-four (24) pays per year) for the following certifications:

1. Pump Operator
2. Fire Officer I
3. Hazmat Technician
4. Fire Instructor
5. Fire Officer II
6. Fire Inspector

Additional Incentive Pay:

1. ~~In addition, The City will pay a salary incentive of one hundred dollars (\$100) per month (\$50 per pay and twenty-four pays per year) for paramedic certification. In order to be eligible for this salary incentive, certified employees must complete an initial paramedic incentive pay request form and provide required certification.~~
2. The City will pay a salary incentive of one hundred dollars (\$100) per month (\$50 per pay and twenty-four pays per year) for boat operators. In order to be eligible for this salary incentive, employees must meet the boat operator criteria established by the Fire Chief and/or Deputy Chief. This incentive pay is limited to ten (10) employees covered by the agreement.
3. The City will pay a salary incentive of fifty dollars (\$50) per month (\$25 per pay and twenty-four pays per year) for Honor Guard members. This incentive pay is limited to eight (8) employees covered by the agreement.
4. In order to be eligible for the above salary incentives, employees must complete an incentive pay request form and provide required documentation, if applicable. (Form attached as addendum D)

Section 5

It is the employee's responsibility to have their degrees and current certificate(s) on file with the Human Resources ~~Department Division~~. All step increases and additional incentive pay will be effective at the beginning of the pay period following submission of required documentation. The City will have no responsibility for retroactive pay to employees who do not file their degrees, certificates, or incentive pay request form in a timely fashion. The City will automatically remove incentive pay for Paramedic, Fire

Instructor, and Fire Inspector I upon the expiration date of the certification, if recertification documentation is not received prior to 30 days of current expiration date.

Section 6

Prior to October 1st, the City will evaluate each full-time regular non-probationary employee in the bargaining units and all employees who have completed at least six (6) months of service by August 31st. Employees receiving an evaluation rating of meets or exceeds expectations will receive a merit step increase. The number of steps received will be the same as the average given to City employees not in the bargaining unit and as defined by the fiscal budget approval process, but not less than 2 steps.

Employees who have reached their maximum step, and who do not receive a merit increase under this section, will receive a lump sum annual bonus up to 2% of base pay for the prior FY based on City policy.

Section 7

An employee promoted to Firefighter/Engineer or Lieutenant will be placed into the new pay range based on their base wage after removing educational steps. Once the employee has been placed into the new pay grade as outlined below, the number of educational steps removed will be reapplied.

- A. For promotion to Firefighter/Engineer, the employee will first be slotted into the new pay range. The employee's salary will then be rounded up to the nearest step in the pay range. The employee's salary will then be adjusted five (5) full steps above where the employee had been placed as a result of rounding and placed on step in the pay range. The intent of this paragraph is that an employee will receive a minimum of five (5%) percent per promotion; or
- B. If the promoted employee's current pay is below Step 1, the employee will receive Step 1 of the Firefighter/Engineer pay range, as applicable, provided that the minimum of the new pay range is at least five (5%) percent higher than the employee's pay prior to promotion.

- C. For promotion from Firefighter or Firefighter/Engineer to Lieutenant, the employee will first be slotted into the new pay range. The employee's salary will then be rounded up to the nearest step in the pay range. The employee's salary will then be adjusted six (6) full steps above where the employee had been placed as a result of rounding and placed on step in the pay range. The intent of this paragraph is that an employee will receive a minimum of six (6%) percent per promotion; or
- D. If the promoted employee's current pay is below Step 1, the employee will receive Step 1 of the Lieutenant pay range, as applicable, provided that the minimum of the new pay range is at least six (6%) percent higher than the employee's pay prior to promotion.
- E. In addition, an employee promoted from to Firefighter Engineer or Lieutenant will be eligible for a three (3) step increase effective the beginning of the pay period following on the first anniversary date of the promotion, provided the employee has been continuously and is currently employed in the same position on the anniversary date.

Section 8

The current practice of compensating Fire Department personnel for performing fire safety inspection will continue. All qualified firefighters, firefighters/engineers and lieutenant will be eligible for the assignment and be paid fifteen dollars (\$15.00) per inspection. "Qualified" means the firefighter; firefighter/engineer or lieutenant has the State Marshal Fire Safety Inspector's Certificate on file with the City. However, if an employee is working a modified schedule due to a non-work-related injury or illness, the additional compensation is not applicable.

Section 9

No employee, as a result of a merit increase or educational supplement, as defined by this article will exceed the maximum steps for their pay grade as outlined on Addendum A for Firefighter & Inspector (2080-hour schedule), Addendum B for Firefighter Engineers, and Addendum C Fire Lieutenants.

ARTICLE 29

LIFE INSURANCE

The Employer shall provide statutory in-line of duty life insurance protection for every member of the bargaining unit as provided by State law. In addition, the Employer will provide \$50,000 of additional life insurance for every member of the bargaining unit.

ARTICLE 30

PENSION

The pension plan for members of the bargaining unit shall be administered by the Board of Trustees according to Chapter 175 of the Florida Statutes, in compliance with all applicable laws and regulations.

ARTICLE 31

GRIEVANCE PROCEDURE

Section 1

A grievance is defined as a complaint arising out of the interpretation or application of this Agreement.

A working day is defined as a day in which City Hall is open for business.

Section 2

An employee covered by this Agreement shall present his/her grievance to the Fire Chief within ten (10) working days of the date on which the facts giving rise to the grievance occurred.

- STEP 1.
- (a) An employee may discuss his/her grievance orally with the Shift Commander in charge of his/her shift with or without the presence of his/her steward. The Shift Commander shall attempt to ~~adjust~~ **address** the complaint within the shift.
 - (b) If the grievance is not resolved by the Shift Commander or was not submitted to the Shift Commander, it may be submitted in written form by the steward to the Fire Chief. The grievance form submitted to the Fire Chief must have the answer to the grievance in writing by the Shift Commander if the grievance was submitted to the Shift Commander and a written response was received. The written grievance must set forth the following:
 - 1. a statement of the grievance and the facts on which it is based;
 - 2. the section or sections of the contract violated or alleged to have been violated;

3. the remedy or adjustment requested;
4. the signature of the aggrieved employee or steward.

The Fire Chief will discuss the grievance with the employee and the steward, if the steward is present, and give an answer, in writing, on the grievance form within ten (10) working days.

STEP 2 If the matter is not resolved, the steward may refer the grievance to the City Manager in writing within ten (10) working days from the date the Fire Chief signed the grievance form for the Step 1 answer. The City Manager or his designee shall give his written answer within ten (10) working days after receipt of grievance.

STEP 3 If the decision of the City Manager or his designee is not acceptable to the employee or the Union, they may, by written notice to the City Manager within ten (10) working days of receipt of the answer at Step 2, request binding arbitration.

Section 3

The Arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.

The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall submit in writing his findings of fact and decision within thirty (30) days after the conclusion of testimony and argument or as soon as practical thereafter.

The expense of the Arbitrator's services and the proceeding shall be shared equally by both parties. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and provides a copy without charge to the Arbitrator, if requested. If both parties request or obtain a copy of the transcript, the cost of the transcript will be split by the parties.

For purposes of the arbitration hearing the following standards for the payment of witnesses shall apply:

1. The grievant shall not be paid for time spent at the hearing but may use vacation time.
2. Any witnesses subpoenaed by either the Union or the City who are scheduled for duty during the arbitration hearing shall be paid their normal hourly rate for time spent at the arbitration hearing.
3. Any witnesses subpoenaed by either the Union or the City who are not scheduled for duty during the arbitration hearing shall be paid their normal hourly rate for time spent at the arbitration hearing if: (1) they are called to testify and (2) the arbitrator determines that his or her testimony is material to the case. No shift swaps will be permitted for those individuals subpoenaed for an arbitration hearing. No grievant or witness may drive a City vehicle to the arbitration hearing.

Section 4

An employee having a grievance shall have the right to take the matter up with the steward during working hours.

Section 5

The time limits established in this Article may be extended by mutual consent. Grievances not appealed in writing to the next step as provided in this Article shall be considered settled on the basis of the last decision. Failure of the Fire Chief or City Manager to timely respond to a grievance shall be considered a denial of the grievance and the grievance may be taken to the next Step of the procedure.

Section 6

Time spent by the steward or union officer on their duty days in discussing or processing grievances as provided in this Article shall not result in a loss of earnings or benefits.

Section 7

The steward, Union official or grievant shall not travel between stations to discuss grievances during their duty shift.

Section 8

The members of the bargaining unit shall have the option of utilizing the Civil Service Board appeal procedure or this grievance procedure, but he/she cannot use both.

The parties will attempt to mutually agree on an arbitrator. If agreement on an arbitrator cannot be reached within ten (10) working days, a panel of seven (7) arbitrators shall be requested by the party requesting arbitration. This panel will be requested from the Federal Mediation Conciliation Service. Within ten (10) working days after the receipt of the panel by the parties, a meeting will be set for the alternate striking of names. The party requesting arbitration shall have the first strike. The last name on the list will be that of the chosen arbitrator.

Section 9

Any employee may present his own grievance, in person or by legal counsel, to the City and have such grievances adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

SAMPLE GRIEVANCE FORM

TO: _____
(Name of Organization)

FROM: _____
(Last Name) (First Name) (Middle)

RANK: _____ UNION CARD NUMBER: _____

FIRE DEPARTMENT ASSIGNMENT: _____

SUBMIT THE FOLLOWING GRIEVANCE WHICH OCCURRED ON: _____
(Date)

_____ AGAINST: _____
(Location)

AS A VIOLATION OF: _____

THE FACTS PERTAINING TO SAID GRIEVANCE ARE AS FOLLOWS:

SUGGESTED CORRECTION:

(Signature of Station Steward or Union Official)

(Signature of Employee)

Date

ARTICLE 32

CLASS LEAVE

Each member of the bargaining unit shall be allowed up to four (4) hours a week off work to attend classes. Classes must be fire related or general subject related to acquiring a degree in fire science. All time off shall be subject to approval by the Chief. In order to be eligible for time off to attend class, the employee must also attend classes during his off- duty hours. While on duty, he/she must carry a radio so that he/she can respond in the event of an emergency. It is understood that the four (4) hours per week is a maximum unless otherwise approved by the Chief; if the class is a two (2) hour class during working time, then the normal time off to attend the class would be two (2) hours plus the time necessary to travel to and from class.

ARTICLE 33

DRUG AND ALCOHOL TESTING

Section 1

The City may require employees who are required to drive Fire Department vehicles to be tested for the illegal use of controlled substances on a random basis. The random drug testing will be a part of a City drug and/or alcohol use/abuse policy. A copy of the Letter of Understanding relating to the City Drug Free Workplace Policy and Random Drug Testing is attached and incorporated herein by reference.

ARTICLE 34

SAVINGS CLAUSE

If any provision or the application of such provision shall be rendered or declared invalid by any court action or by reasons of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in force. The Union and the City will sit to attempt to reach agreement on a replacement article. If agreement is not reached, the impasse procedures of the Public Employees Relations Act ("PERA") will apply.

ARTICLE 35

DURATION OF AGREEMENT

Section 1

This Agreement shall be in full force and effect upon ratification by both parties until September 30, 2025.

Section 2

Either party may notify the other in writing between March 1, 2025 and April 30, 2025 of its desire to modify or terminate the Agreement effective September 30, 2025. If notice is not given by April 30, 2025, of the intent to modify or terminate, the contract will automatically renew for successive one-year periods until written notice to modify or terminate is given by either party by April 30th of a succeeding year.

IN WITNESS WHEREOF, the parties hereby, by their duly authorized representatives have affixed their signatures on the dates below:

APPROVED FOR THE CITY OF
ST. AUGUSTINE

APPROVED FOR THE FIREFIGHTERS
OF ST. AUGUSTINE

David Birchim
City Manager

Joshua McKenzie
President LOCAL 2282

Date: _____

Date: _____

SUBJECT TO RATIFICATION BY THE CITY OF ST. AUGUSTINE COMMISSION

Ratified by the City Commission on _____, 2024.

Darlene Galambos
City Clerk

Addendum A

Firefighter/Inspector

STEP/LEVEL	ANNUAL SALARY
1	\$54,899.19
2	\$55,448.19
3	\$56,002.67
4	\$56,562.70
5	\$57,128.32
6	\$57,699.61
7	\$58,276.60
8	\$58,859.37
9	\$59,447.96
10	\$60,042.44
11	\$60,642.87
12	\$61,249.29
13	\$61,861.79
14	\$62,480.40
15	\$63,105.21
16	\$63,736.26
17	\$64,373.62
18	\$65,017.36
19	\$65,667.53
20	\$66,324.21
21	\$66,987.45
22	\$67,657.33
23	\$68,333.90
24	\$69,017.24
25	\$69,707.41
26	\$70,404.48
27	\$71,108.53
28	\$71,819.61
29	\$72,537.81
30	\$73,263.19
31	\$73,995.82
32	\$74,735.78
33	\$75,483.14
34	\$76,237.97
35	\$77,000.35
36	\$77,770.35
37	\$78,548.05
38	\$79,333.53
39	\$80,126.87
40	\$80,928.14

Addendum B

Firefighter/Engineer

STEP/LEVEL ANNUAL SALARY

1	\$60,176.94
2	\$60,778.71
3	\$61,386.50
4	\$62,000.36
5	\$62,620.37
6	\$63,246.57
7	\$63,879.03
8	\$64,517.82
9	\$65,163.00
10	\$65,814.63
11	\$66,472.78
12	\$67,137.51
13	\$67,808.88
14	\$68,486.97
15	\$69,171.84
16	\$69,863.56
17	\$70,562.19
18	\$71,267.82
19	\$71,980.49
20	\$72,700.30
21	\$73,427.30
22	\$74,161.58
23	\$74,903.19
24	\$75,652.22
25	\$76,408.75
26	\$77,172.83
27	\$77,944.56
28	\$78,724.01
29	\$79,511.25
30	\$80,306.36
31	\$81,109.42
32	\$81,920.52
33	\$82,739.72
34	\$83,567.12
35	\$84,402.79
36	\$85,246.82
37	\$86,099.29
38	\$86,960.28
39	\$87,829.88
40	\$88,708.18

Addendum C

Lieutenant

STEP/LEVEL	ANNUAL SALARY
1	\$65,982.47
2	\$66,642.29
3	\$67,308.72
4	\$67,981.80
5	\$68,661.62
6	\$69,348.24
7	\$70,041.72
8	\$70,742.14
9	\$71,449.56
10	\$72,164.06
11	\$72,885.70
12	\$73,614.55
13	\$74,350.70
14	\$75,094.21
15	\$75,845.15
16	\$76,603.60
17	\$77,369.64
18	\$78,143.33
19	\$78,924.76
20	\$79,714.01
21	\$80,511.15
22	\$81,316.26
23	\$82,129.43
24	\$82,950.72
25	\$83,780.23
26	\$84,618.03
27	\$85,464.21
28	\$86,318.85
29	\$87,182.04
30	\$88,053.86
31	\$88,934.40
32	\$89,823.74
33	\$90,721.98
34	\$91,629.20
35	\$92,545.49
36	\$93,470.95
37	\$94,405.66
38	\$95,349.71
39	\$96,303.21
40	\$97,266.24