

**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
TUESDAY, NOVEMBER 12, 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.** Recognition and Appreciation of Commissioner Horvath for her efforts and contributions during her tenure as a City Commissioner by the Northeast Florida Regional Council (NEFRC). *(B. Blonder, City Commissioner)*
- 3.B.** **Proclamation 2024-34:** Proclaims the month of November 2024 as Monarch Butterfly Month 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.A.1. 2024 Sing Out Loud Festival Recap by SJC Cultural Events, Inc. (*M. Breidenstein, Assistant City Manager*)

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.B. Resolutions

9.B.1. Resolution 2024-42: Authorizes the execution of a grant agreement between the Florida Communities Trust and the City of St. Augustine for reimbursement of purchased land in the Ravenswood Park neighborhood. (*R. Franklin, Assistant City Manager*)

9.B.2. Resolution 2024-43: Authorizes the purchase of 500 Anastasia Blvd and City Manager David Birchim to act as the City Representative for the transaction. (*D. Birchim, City Manager*)

10. STAFF REPORTS AND PRESENTATIONS

10.A. Status Report regarding the 2014 Vision Plan Update. (*A. Skinner, Planning and Building*)

11. ITEMS BY CITY ATTORNEY

11.A. City Manager's annual evaluation responses for review and optional discussion. (*I. Lopez, City Attorney*)

11.B. Public Art Contract with Ivan Depeña of Airboat, Inc. d/b/a Depeña Studio for public art at the May Street roundabout. (*I. Lopez, City Attorney*)

12. ITEMS BY CITY CLERK

12.A. Notification of Board Term Expirations-Civil Service Board. (*D. Galambos, City Clerk*)

12.B. Notification of Board Term Expiration-St. Augustine Firefighters' Pension Trust Fund. (*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: NONE.**
- CA.3. Reminder of Upcoming Meetings:**
- December 2, 2024, 7:30PM Special City Commission Meeting
 - December 9, 2024, 5:00PM City Commission Meeting
 - January 13, 2025, 5:00PM City Commission Meeting
 - January 27, 2025, 5:00PM City Commission Meeting
- CA.4. APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:**
- October 14, 2024, Regular City Commission Meeting
- CA.5. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):**
- 637 Center St-Tina Renee Crews
- CA.6. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING). NONE.**
- CA.7. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.**
- CA.8.** 2023-2024 Annual Status Report-City Attorney's Office *(I. Lopez, City Attorney)*
- CA.9.** FY 2023/2024 Carry-Forward Requests. *(M. Burns, Director Financial Services)*
- CA.10.** Nomination of Forson Family for the 2025 De Aviles Award. *(J. Springfield, Commissioner)*

End Consent Agenda

Resolution

Northeast Florida Regional Council

2024-06

Honoring

The Honorable Roxanne Horvath

WHEREAS, the Honorable Roxanne Horvath, City of St. Augustine Commissioner, was appointed in February, 2013, by the St. Johns County Board of County Commissioners to serve as a municipal representative on the Northeast Florida Regional Council Board of Directors; and

WHEREAS, Commissioner Horvath served as 1st Vice President and President of the Northeast Florida Regional Council; and

WHEREAS, Commissioner Horvath served as President of the Florida Regional Councils Association's Policy Board, a statewide association of Regional Councils; and

WHEREAS, Commissioner Horvath Chaired the NEFRC Executive Committee, the Legislative Policy Committee, and served as a member of the Council's Strategic Regional Policy Planning Committee, the Affordable Housing Committee, and the Ad-Hoc Regional Leadership Awards Selection Committee; and

WHEREAS, most recently, Commissioner Horvath volunteered her talents to assume the Co-Chair position for the Resilient First Coast Collaborative, which produced the Regional Resiliency Action Plan for Northeast Florida, and

WHEREAS, Commissioner Horvath has provided leadership and friendship to fellow Board Members over the years and has exhibited a sincere love of Northeast Florida that has allowed her to serve the citizens with great distinction, devotion, and dedication; and

WHEREAS, her efforts on behalf of the Council and Northeast Florida are to be celebrated and are greatly appreciated and will be missed.

NOW, THEREFORE, BE IT RESOLVED that the policy body of the Northeast Florida Regional Council hereby commends Commissioner Horvath for her efforts and contributions during her tenure and expresses its sincere appreciation for her service.

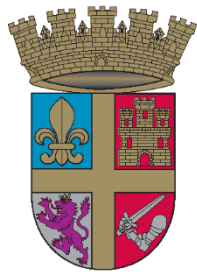
Unanimously adopted by the Northeast Florida Regional Council in a regular meeting assembled in the City of Jacksonville, on the fourth day of November, 2024.

Jim Renninger

President

Elizabeth Payne

CEO



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

***WHEREAS**, the monarch butterfly is an iconic North American species whose multigenerational migration and metamorphosis from caterpillar to butterfly has captured the imagination of millions of Americans; and*

***WHEREAS**, both the western and eastern monarch populations have seen significant declines with less than one percent of the western monarch population remaining, while the eastern population has fallen by as much as ninety percent; and*

***WHEREAS**, the City of St. Augustine recognizes that human health ultimately depends on well-functioning ecosystems and that biodiverse regions can better support food production, healthy soil and air quality and can foster healthy connections between humans and wildlife; and*

***WHEREAS**, cities, towns and counties have a critical role to play to help save the monarch butterfly, and the City of St. Augustine is striving to become a leader; and*

***WHEREAS**, the City of St. Augustine has signed the National Wildlife Federation's Mayors' Monarch Pledge committing to take meaningful action to protect the monarch butterfly; and*

***WHEREAS**, every resident of the City of St. Augustine can make a difference for the monarch by planting native milkweed and nectar plants to provide habitat for the monarch and pollinators in locations where people live, work, learn, play and worship.*

***NOW, THEREFORE**, the City Commission of the City of St. Augustine does hereby proclaim the month of NOVEMBER 2024 as **Monarch Butterfly Month** and encourages all citizens, businesses, and institutions to support and celebrate monarch conservation.*

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of St. Augustine to be affixed this 12th day of November in the year of our Lord two thousand and twenty-four and the four hundred and fifty-ninth year of the founding of St. Augustine, the Nation's Oldest City.*

Nancy Sikes-Kline, Mayor

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: November 1, 2024

RE: General Public Presentation
November 12, 2024, Regular Agenda
Sing Out Loud Festival 2024 Recap

The Sing Out Loud Festival was held during the month of September 2024 using Francis Field the weekend of September 22-23, 2024. A recap of the 2024 event will be presented by Dianya Markovits, Cultural Affairs Manager, from SJC Cultural Events, Inc.

Please place this presentation under General Public Presentations for the November 12, 2024, City Commission Meeting.

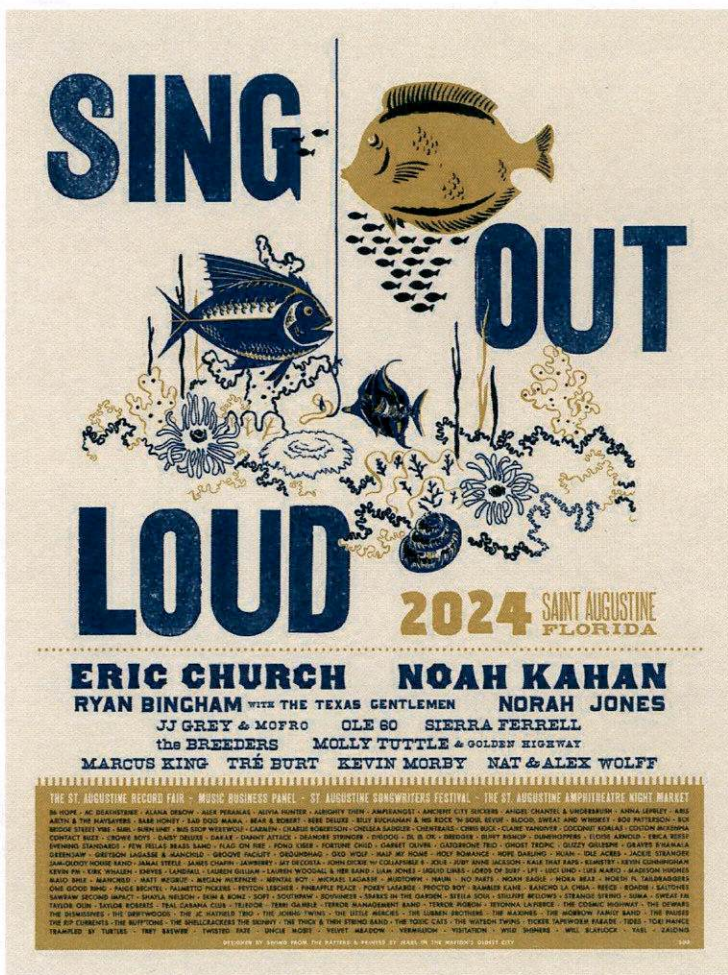
Let me know if you have any questions or would like additional information.

Thank you,



Meredith Breidenstein
Assistant City Manager





September's annual, month-long celebration of live music.

4 Weekends in September

To bolster local economy during slowest time of the year

Performances by local, regional and national acts plus community events

To spotlight and enrich our community

Unique Programming and Extensive Marketing

To boost visitation by out of area music enthusiasts

Raise awareness and funds

To give back to our community

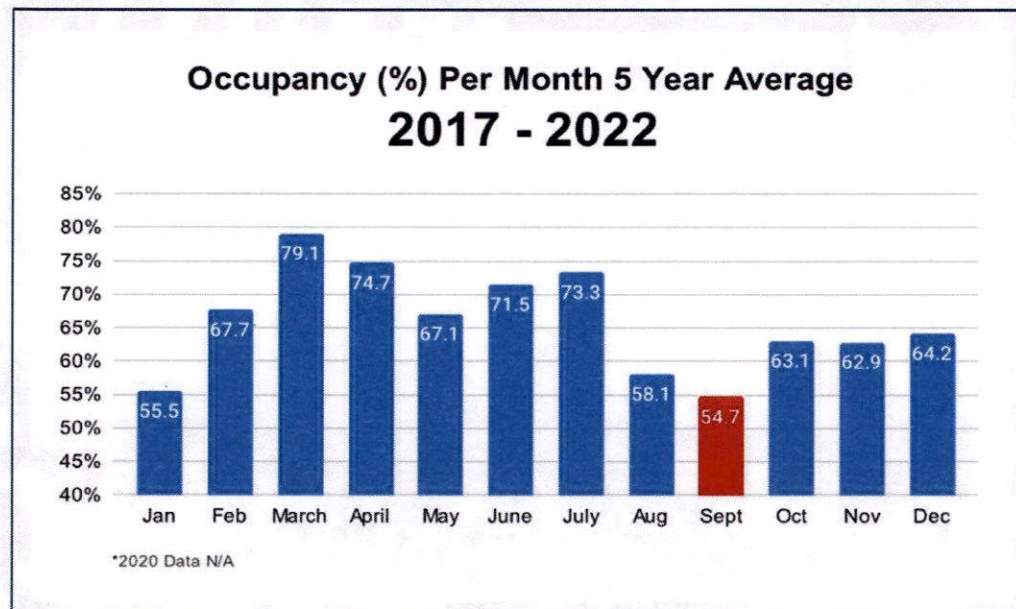
8TH YEAR

OVER 1,600 PERFORMERS

OVER 330,000 ATTENDEES

OVER \$637,500 DONATED

September is historically the slowest month of the year for tourism.



When tourism is low, our local economy struggles. Restaurant, attraction and accommodation revenues drop. Staffing is trimmed, hours are reduced.



September 2024 at a Glance

Monday		Tuesday		Wednesday		Thursday		Friday		Saturday		Sunday	
1 y	2		3		4		5		6		7		8
									Sing Out Loud Kickoff and Local Artist Showcases				
	9		10		11		12		13		14		15
									Free Local Artist Showcases and Community Events				
	16		17		18		19		20		21		22
		St. Augustine Amphitheatre Night Market				Trampled by Turtles & "Path of the Panther"		Live Wildly Showcase at Francis Field					
									More Free Local Artist Showcases				
	23		24		25		26		27		28		29
						Music Business Panel		Jewel & Melissa Etheridge at The Amp		St. Augustine Songwriters Festival			

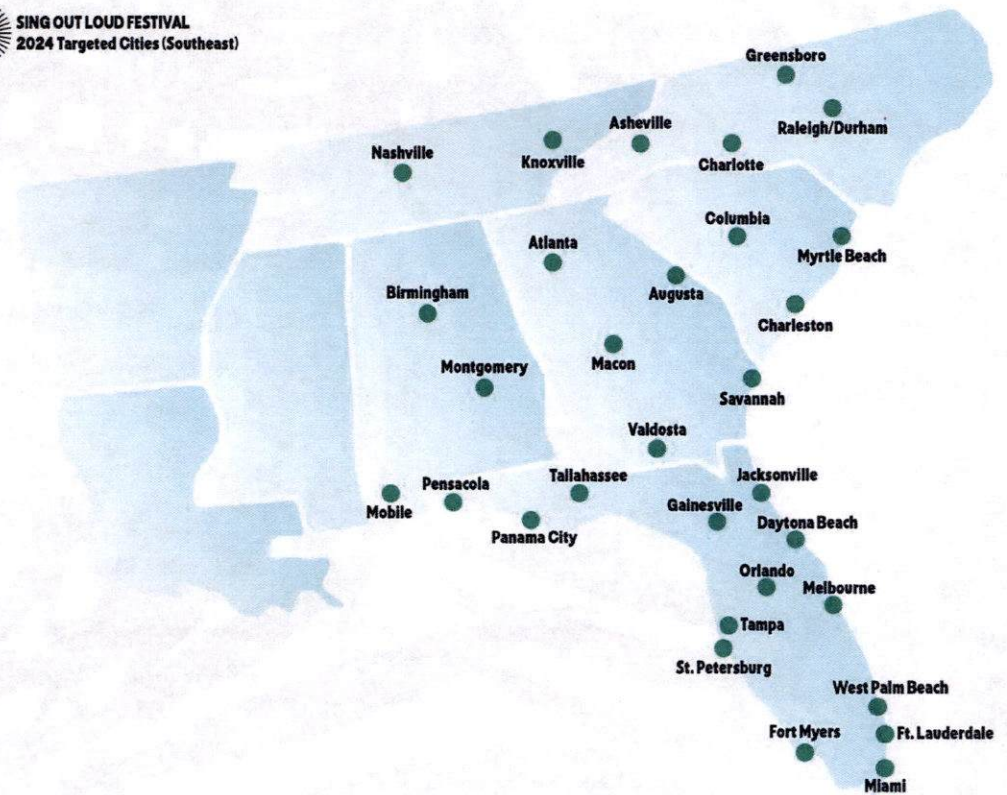
**Launch an extensive
marketing campaign**

March - September

\$1.56M marketing

202M overall impressions

**5.81M visits to
singoutloudfestival.com**



Feature 160+ performances and free community events



168 Local and regional performers

13 participating venues

41 free Local Artist showcases

St. Augustine Record Fair

St. Augustine Amphitheatre Night Market

"Path of the Panther" Documentary Screening

Music Business Panel featuring 4 Key Industry Leaders in Music Licensing, Royalties and Management

Welcome 41
Singer-Songwriters to
Downtown St. Augustine
for a weekend of songs
and stories



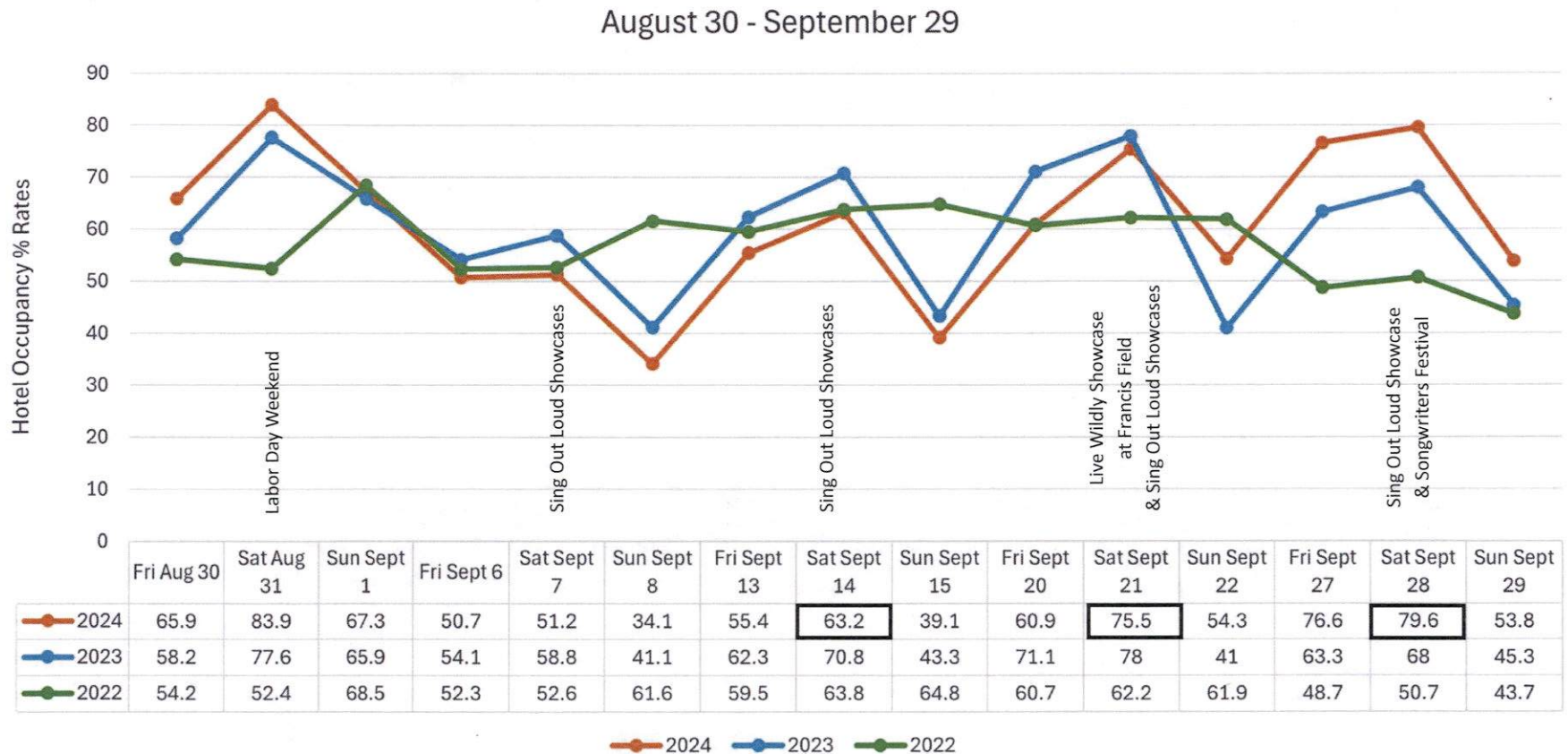
**Host 27,500 people
at Francis Field on Sept 21 & 22**



**Live Wildly Showcase
ft. Eric Church, Noah Kahan, Norah Jones, Ryan Bingham and nine more headliners**

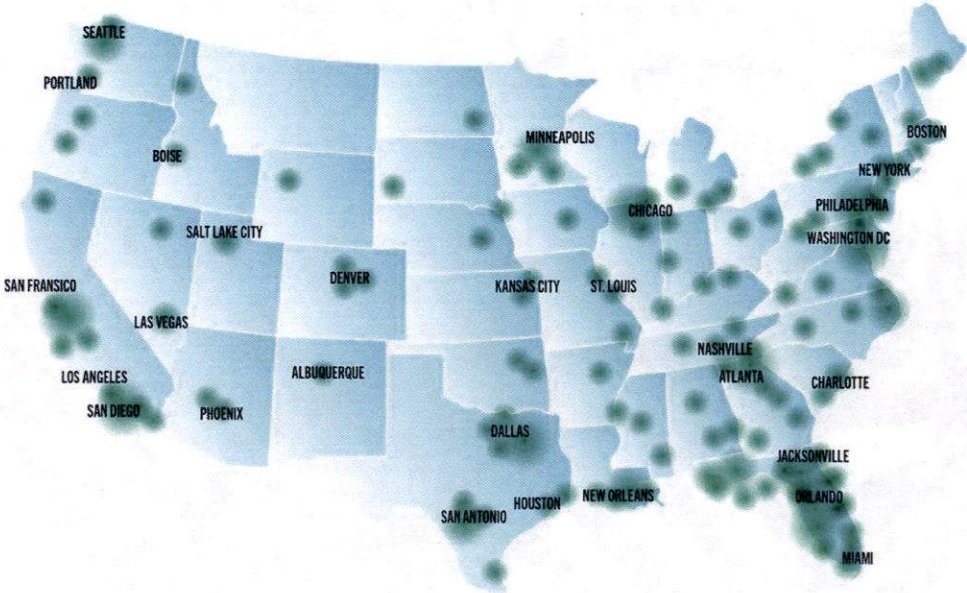
Sing Out Loud Live Wildly Weekend :30 Recap Video

Did it make an impact?

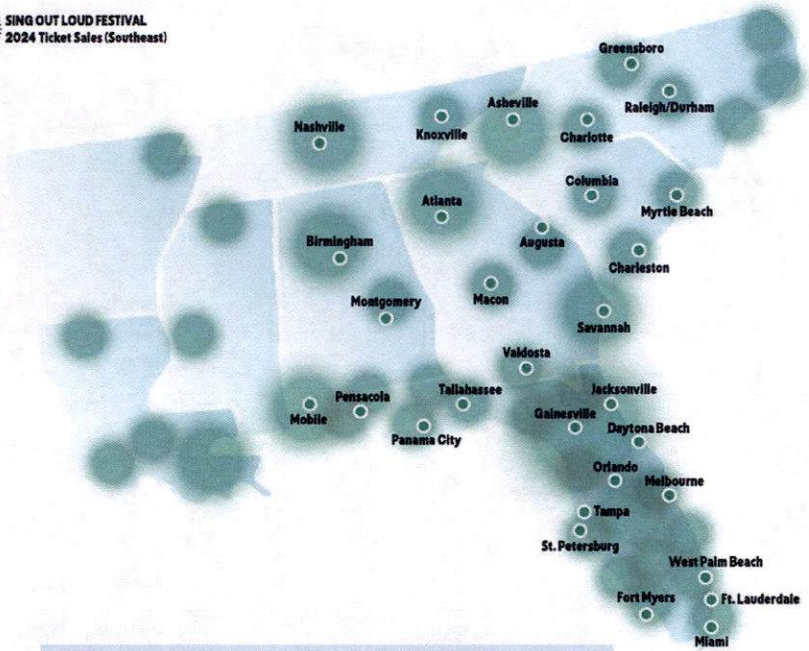


Where did people come from?

 SING OUT LOUD FESTIVAL
2024 Ticket Sales



 SING OUT LOUD FESTIVAL
2024 Ticket Sales (Southeast)



St. Johns County 10%
Tri Counties 17%
(Duval, Flagler, Clay)
Florida 57%
(Other)
Outside Florida 16%

Community Partnerships

35 community partners

29 onsite local food and artist vendors during Live Wildly Showcase

14 participating hotels in accommodation packages

3 major giveaways that included overnight accommodations, gift certificates to local businesses and tickets to attractions





“Boat Drinks experienced an overall positive impact from Sing Out Loud this year. We had our highest sales to date on Saturday the 21st, followed up by our busiest Sunday the 22nd ever.”

“Our business is on the bayfront. We had a few rooms open on Friday, but were completely full on Saturday, and were able to charge full price. Sing Out Loud gave us the opportunity to charge regular rates at a time of year that is otherwise heavily discounted.”

“It helps when the festival goers are able to leave the festival and visit downtown businesses during the shows. This was a big help this year.”

“The month of Sing Out Loud is a pivotal event for us in Uptown. September is a traditionally slow month and so many businesses along San Marco rely on the influx of visitors and the extra draw for locals that SOL brings. For us at Spinster Abbott’s, it saved us from falling into the red.”

“During the weekend of Sing Out Loud, Blue Hen had a record-breaking increase in sales. Sunday, Sept 22 was the highest grossing day of Blue Hen’s 13 years of business in St. Augustine.”

Festival Attendee Impact

27,500 Live Wildly Attendees generated an estimated \$4.1 in overnight lodging and ancillary spending

Festival Expenses

From hiring full-scale production, audio/visual and concession teams to renting storage units, trucks and more festival expenses totaled \$5.3M

Local Artist Payments

\$76,000 in Artist payments, Every local and regional performer was paid an average of \$400 for their Sing Out Loud performance.

Local Fundraising

\$177,510 was raised for the Sea Turtle Hospital at Whitney Lab and land conservation in St. Johns County.

Economic Impact



**\$9.6
MILLION**



Music with a Mission



Sing Out Loud paired with Live Wildly Foundation to raise awareness and funds for protecting Wild Florida

Wild Florida encompasses the natural lands, waters and wildlife that make Florida so exciting to explore

Millions of "Live Wildly" impressions and thousands inspired to "Join the Movement" to protect Wild Florida

\$160,240 raised for land conservation in St. Johns County

\$80,120 donated to the City of St. Augustine Conservation Program for the purpose of purchasing conservation lands within the City

**S!NG
OUT
LOUD**
FESTIVAL

**SAINT AUGUSTINE
FLORIDA**

Thank you!

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: October 31, 2024

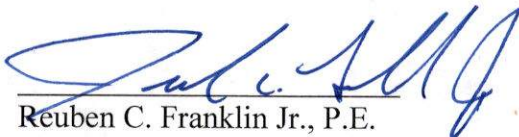
RE: Resolution 2024-42 Authorizing the City Manager to Execute a Grant Agreement with the Florida Communities Trust (FCT) for the Fifty Percent (50%) Reimbursement of the Florida Avenue Conservation Land Purchase

Please place the attached resolution and agreement on the November 12, 2024, City Commission meeting agenda. The City was awarded an FCT grant that reimburses the City \$967,500.00 for the Florida Avenue property purchase referred to as "Ravenswood Park". To receive reimbursement, the City is required to execute the attached agreement. The agreement obligates the City to perform the following tasks:

1. Record a new deed with dedication to public use and declaration of restrictive covenants requirements imposed by Chapters 259 and 380, Part III, F.S.
2. Create a Management Plan, Project Plan and Annual Stewardship Report.
3. Change the future land use and zoning designation to open space, conservation, or outdoor recreation as appropriate within one year of the executed agreement.
4. Provide an FCT sign on the property.
5. Provide two recreational facilities (a trail and benches).
6. Provide interpretive kiosks to educate visitors about the site's natural environment and history.
7. Manage the site in a manner that protects habitat and archaeological/historic resources.

Staff have reviewed the obligations and deadlines detailed in the agreement and foresee no issue completing them.

I'm available to answer any questions.


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

Attachments: Resolution 2024-42
Grant Agreement

RESOLUTION 2024-42

A RESOLUTION OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT BETWEEN THE FLORIDA COMMUNITIES TRUST AND THE CITY OF ST. AUGUSTINE FOR FIFTY PERCENT (50 %) REIMBURSEMENT OF 6.57 ACRES OF PURCHASED LAND LOCATED ALONG THE BANK OF THE SAN SEBASTIAN RIVER IN THE RAVENSWOOD NEIGHBORHOOD.

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

WHEREAS, the City Commission of the City of St. Augustine deems it in the public interest to acquire land for conservation and recreation purposes within the corporate limits of the City, and to enter into the attached grant agreement with the Florida Communities Trust, a non-regulatory agency within the State of Florida, Department of Environmental Protection, for DEP agreement Number F2404 and FCT Project Number 23-004-FF24 for the fifty percent (50 %) reimbursement of purchased land located within the Ravenswood Neighborhood; and

WHEREAS, the City Attorney for the City of St. Augustine has approved the agreement as to form, content, and legal sufficiency; and

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

Section 1. That the City of St. Augustine concurs in and hereby adopts and ratifies the provisions of grant agreement with the Florida Communities Trust. A copy of the agreement is attached hereto and incorporated herein as Exhibit "A."

Section 2. That the City of St. Augustine hereby authorizes the City Manager and City Clerk to execute the grant agreement and transmit same to the Florida Communities Trust.

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

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

DEP AGREEMENT NUMBER: F2404
FCT PROJECT NUMBER: 23-004-FF24
PROJECT NAME: RAVENSWOOD PARK LAND ACQUISITION
CSFA NUMBER: 37.078

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency and instrumentality within the State of Florida, Department of Environmental Protection ("Department"), and City of St. Augustine, a Florida local government ("Recipient"). All capitalized terms are used as they are defined in Rules 62-818 and 62-819, Florida Administrative Code ("F.A.C.").

THIS AGREEMENT IS ENTERED INTO PURSUANT TO THE FOLLOWING:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the lands acquired under the Florida Communities Trust Act ("Project Sites"). These terms and conditions are necessary to ensure compliance with Florida law and provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes ("F.S.").

WHEREAS, Chapter 380, Part III, F.S., the Florida Communities Trust Act, creates a non-regulatory agency within the Department to assist local governments in conserving natural resources, resolving land use conflicts, and implementing and bringing into compliance the conservation, recreation and open space, and coastal elements of their comprehensive plans by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act.

WHEREAS, Rule 62-818, F.A.C. sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 62-819, F.A.C. sets forth the acquisition procedures.

WHEREAS, on August 14, 2024, the FCT Governing Board approved selected projects to receive approval for funding.

WHEREAS, the Recipient's Project ("Project"), described in an application submitted for evaluation, was selected for funding in accordance with Rule 62-818, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application.

WHEREAS, Rule 62-818.009, F.A.C. authorizes FCT to impose conditions on those FCT applicants whose projects are selected for funding.

WHEREAS, the purpose of this Agreement is to set forth the condition(s) that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds, specify the restrictions imposed on the Project Site, and establish the site management requirements for the Project Site after its acquisition.

NOW THEREFORE, FCT and Recipient mutually agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement will begin upon execution by both Parties and, will remain in effect unless the Agreement is released by FCT pursuant to the terms of the Agreement, the Dedication to Public Use and Declaration of Restrictive Covenants, and the rules and statutes governing the program. FCT agrees to make funding under this Agreement available for one year after the date of execution, unless extended or terminated earlier.

2. FCT may extend funding under this Agreement beyond one year if the Recipient demonstrates that it has made significant progress toward approval of the Project Plan or that extenuating circumstances beyond the Recipient's control warrant an extension of time. Recipient must request an extension in writing, fully explaining the reasons for the delay and why the extension is necessary. A written request for an extension must be submitted prior to the date funding expires.

FCT may, in its sole discretion, consent to an extension of funding under this Agreement. The decision to consent to an extension and the length of the extension will depend upon an analysis of various factors, including the needs and goals of FCT; the ability and willingness of Recipient to perform under the terms of this Agreement; the good standing of the Recipient (including any entity related to or affiliated with Recipient); the Recipient's past record of performance, including submission of required reports and audits (as applicable); and other factors relevant to FCT mandates. FCT, in its sole discretion, reserves the right not to extend funding under this Agreement beyond the initial term.

If the Recipient does not request a written funding extension, or if a requested written funding extension is not granted by FCT, the Recipient's FCT Award will be rescinded and this Agreement will terminate pursuant to its terms and conditions.

II. MODIFICATION OF AGREEMENT

Either Party may request modification(s) of the provisions of this Agreement at any time. Changes that are mutually agreed upon will be valid only when reduced to writing and duly signed by each of the Parties. Such amendments will be incorporated into this Agreement.

III. DEADLINES

1. At least two original copies of this Agreement must be executed by the Recipient and returned to the FCT office at 3900 Commonwealth Boulevard MS #115, Tallahassee, FL 32399 within 45 days of receipt by the Recipient. If the Recipient requires more than one original document, the Recipient may photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT will execute the Agreements, retain one original copy, and return all other executed copies to the Recipient.

2. The Recipient and/or its representatives will adhere to all Project deadlines and devise a method for monitoring the Project. FCT will strictly enforce the deadlines provided by this Agreement in addition to any deadlines associated with any FCT activity relating to the

Project. Recipient's failure to comply with Project deadlines may cause FCT to terminate this Agreement.

3. The Recipient must submit the documentation required by this Agreement to FCT as soon as possible so that FCT may reimburse the Project Costs in an expeditious manner.

4. Upon FCT's request, the Recipient must provide a status report of its progress toward applying for reimbursement of the Project Costs.

5. The Recipient must develop the Project Site in accordance with the FCT Grant Agreement and open the developed Project Site to the public within three (3) years of the date of final disbursement of the FCT Award. The Recipient may request an extension of this provision by requesting a modification or revision to the approved Management Plan by submitting a written request to the Trust pursuant to Rule 62-818.011(3), F.A.C.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever Award granted to the Recipient ("FCT Award") will in no event exceed **Fifty percent (50%)** of the final Project Costs, as more fully defined in Rule 62-818.002(33), F.A.C., or **Nine Hundred Sixty-Seven Thousand Five Hundred dollars (\$967,500.00)**, and is subject to adjustment pursuant to Article IV, paragraph 2. The Recipient will be reimbursed, as outlined in this Agreement, for eligible costs as defined in Rule 62-818.002(33), F.A.C., and identified in the Project Plan. FCT will not participate in Project Costs that exceed the grant award amount.

2. The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 62-818.003(7), F.A.C., and advertised in the Notice of Application. When disbursing the FCT Award, FCT will recognize only those Project Costs consistent with the definition in Rule 62-818.002(33), F.A.C.

3. FCT will participate in the land cost at either a percentage of the actual purchase price or the maximum reimbursement amount, whichever is less. The maximum reimbursement amount is established by the approved appraised value of the property as established by Rules 18-1.006 and 18-1.007, F.A.C. If the Recipient purchased the property for more than the approved appraised value, FCT can only reimburse a percentage of the appraised value (the percentage indicated in the Recipient's application). If the Recipient purchased the property without obtaining an appraisal, the Recipient is required to obtain appraisals pursuant to Rule 62-819.007, F.A.C., to determine the value of the property before the acquisition.

4. The FCT Award will be delivered either in the form of Project Costs to the Recipient or prepaid by FCT to vendors if additional due diligence products are required, in the form of a State of Florida warrant or by electronic funds transfer (EFT). If the Recipient is required to obtain additional due diligence products (e.g. appraisals, appraisal reviews, surveys, title information, and the like), the cost of those products will be deducted from the final disbursement amount.

5. FCT will prepare a grant reconciliation statement showing the amount of Match provided by the Recipient (as applicable and if any is required) and showing the amount of the FCT Award. The grant reconciliation statement will reflect funds expended by FCT for Project Costs as part of the FCT Award.

6. If a Match is required, it must be delivered in an approved form as provided in Rule 62-818.002(25), F.A.C. Funds expended by the Recipient for Project Costs will be recognized in the Match amount on the grant reconciliation statement.

7. By executing this Agreement, the Recipient affirms that it is ready, willing, and able to provide any required Match.

8. If the Recipient is the local government having jurisdiction over the Project Site, and the Recipient takes action that results in a governmentally derived higher Project Site land value because of an "enhanced highest and best use," FCT will terminate acquisition activities unless the Seller demonstrates that the appraisal(s) were based on the "highest and best use" for the Project Site prior to the FCT Governing Board selection meeting. Alternatively, the Recipient can arrange for new appraisals based on the previous highest and best use.

9. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of FCT if the Legislature reduces or eliminates appropriations.

10. The accounting systems for all Recipients must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Recipients are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted or received for one project may not be used to support another project. Where a Recipient's or subrecipient's accounting system cannot comply with this requirement, the Recipient or subrecipient must establish a system to provide adequate fund accountability for each project it has been awarded.

11. If FCT finds that funds have been commingled, FCT has the right to demand a refund, either in whole or in part, of the funds provided to the Recipient under this Agreement. The Recipient, upon written notification from FCT, must refund the amount of money demanded. Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the date(s) the original payment(s) are received from FCT by the Recipient to the date repayment is made by the Recipient to FCT.

12. If the Recipient recovers costs from another source that were incurred under this Agreement and reimbursed by FCT, the Recipient must reimburse FCT for all recovered funds. Interest on any refund will be based on the prevailing rate used by the State Board of Administration. Interest will be calculated from the dates the payments are recovered by the Recipient to the date repayment is made to FCT by the Recipient.

13. FCT must approve the terms under which the interest in land was acquired pursuant to Section 380.510(3), F.S. Pursuant to Section 380.510(7), F.S., all deeds with respect to any real property acquired with funds received by the FCT from the Florida Forever Trust Fund must contain covenants and restrictions sufficient to ensure that the use of such real property at all times complies with Section 28, Article X of the State Constitution and must contain a reversion, conveyance, or termination clause that vests title in the Board of Trustees of the Internal Improvement Trust Fund if any of the covenants or restrictions are violated by the titleholder or by some third party with the knowledge of the titleholder. For pre-acquired project sites where the deed did not contain the required provisions the grantee must record a new deed containing these restrictions.

14. All real property must be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 62-818.002(46), F.A. C. The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.

V. NOTICE AND CONTACT

1. All notices between the Parties will be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by Recipient to:

Florida Communities Trust
3900 Commonwealth Boulevard, MS#115
Tallahassee, FL 32399
Telephone: 850-245-2501
Email: floridacommunitiestrust@floridadep.gov

2. All contact and correspondence from FCT to the Recipient will be through the key contact as required by Rules 62-818 and 62-819, F.A.C. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the Project:

Name: Reuben Franklin
Organization: City of St. Augustine
Title: Assistant City Manager
Address: P.O. Box 210
St. Augustine, FL 32085
Telephone: 904-209-4323
E-mail: rfranklin@citystaug.com

3. The Recipient authorizes the administrator, employee, officer, or representative named in this paragraph, as Recipient's agent, to execute all documents connected to this Project on behalf of the Recipient, including this Agreement, any addenda, purchase agreement(s) for the property, the grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan, and the Dedication of Public Use and Declaration of Restrictive Covenants.

Name: Reuben Franklin or Successor
Organization: City of St. Augustine
Title: Assistant City Manager
Address: P.O. Box 210, St. Augustine, FL 32085
Telephone: 904-209-4323
Facsimile: 904-825-1006
E-mail: rfranklin@citystaug.com

4. If different representatives or addresses are designated for **NOTICE AND CONTACT**, specified herein, after execution of this Agreement, notice of the changes must be rendered to FCT as provided in **NOTICE AND CONTACT**, paragraph V.1. above.

5. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is **59-6000420024**.

VI. ACQUISITION DOCUMENTATION REQUIREMENTS

The Recipient must submit the following documents associated with the acquisition of the parcel(s) to FCT within 180 days of the execution of this Agreement:

1. An executed copy of the Purchase Agreement(s) for sale and purchase of the parcel(s) from the Recipient.
2. An executed copy of closing statements from Buyer(s) and Seller(s) for the purchase of the parcel(s).
3. A copy of the recorded deed(s) conveying title of the parcel(s) to the Recipient.
4. A copy of the appraisals of the parcel(s) required by Rule 62-819.007, F.A.C. FCT may review the appraisals and other documentation and, upon approval, FCT will determine the maximum reimbursement amount as provided in Chapters 62-818 and 62-819, F.A.C.
5. Unless the requirement has been waived, a copy of a Certified Survey of the parcels that meet the requirements of Chapter 62-819, F.A.C., and are dated within ninety (90) days of the date the Recipient acquired the parcels.
6. Copies of all title insurance commitments, including supporting documents, and title insurance policies, including any endorsements, issued in furtherance of the Recipient's acquisition of the parcel(s). Such policies must meet the requirements of Rule 62-819.005, F.A.C.
7. A copy of environmental site assessments (ESA) of the parcels, certified to the Recipient, that meet the standards and requirements of American Society for Testing and Materials ("ASTM") Practice E 1527, and with a date of certification within 90 days of the date of acquisition of the parcel(s) by the Recipient, together with the statement required by Rule 62-819.012(4), F.A.C.

VII. SPECIAL MANAGEMENT CONDITIONS

Based on the Management Plan, points awarded in scoring the application, and observations made by FCT staff during the site visit described in Rule 62-818.009, F.A.C., the Recipient is required to provide the following:

1. FCT Sign - The Recipient must maintain a permanent FCT recognition sign, a minimum of 3' x 4', at the entrance area of the Project Site and visible to the public. The sign must include the FCT logo and acknowledge that the Project Site was purchased with funds from the Florida Communities Trust Program (and the Recipient if Recipient provided a match). The sign should include the date the site was acquired.
2. Recreational Facilities - The Recipient must provide at least two recreational facilities such as a multi-use trail and benches along the trail. The Recipient should endeavor to place facilities and site improvements on previously disturbed areas to the greatest extent possible.
3. Trails - The Recipient must provide a land-based walking, nature, bike, equestrian, or multi-use trail of at least 1/2 mile on the Project Site. Park benches must be provided along the trail.
4. Interpretation - The Recipient must provide interpretive kiosks on the Project Site to educate visitors about the natural environment and the unique history of the area. Kiosks will describe the natural environments of the salt marsh and uplands.
5. Listed Species Habitat - The Recipient must manage the Project Site in a manner that protects that protects habitat recognized as typically suitable for one or more listed animal species.
6. Archaeological and Historic Resources - The Recipient must develop and manage the Project Site to ensure the preservation of historical, cultural, or archaeological features on the Project Site.

VIII. DEDICATION TO PUBLIC USE AND DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTERS 259 AND 380, PART III, F.S.

1. Each parcel in the Project Site will be subject to a Dedication of Public Use and Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, F.S.; Section 11(e), Article VII of the Florida Constitution. *The Dedication to Public Use and Declaration of Restrictive Covenants must contain clauses providing for the conveyance of title to the Project Site, as applicable, to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon failure to comply with any of the covenants and restrictions, as further described below.*

2. The Dedication to Public Use and Declaration of Restrictive Covenants must also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Dedication to Public Use and Declaration of Restrictive Covenants must be executed by FCT and the Recipient at the time of grant disbursement and must be recorded by the Recipient in the public records of the county(s) where the Project Site is located within 45 days of receipt of the FCT Award.

3. If any essential term or condition of the Dedication to Public Use and Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient will be notified of the violation by written notice given by electronic mail, personal delivery, registered mail, or registered expedited service. The Recipient must diligently proceed to cure the violation and will complete the cure within thirty (30) days after receipt of notice of the violation. If the problem cannot reasonably be cured within the specified thirty (30) days, the Recipient may submit a written request to FCT for an extension. The request must include the status of the current activity, the reasons for the delay, and a time frame for the completion of the cure. FCT will respond within thirty (30) days of receiving the request, and approval of the request will not be unreasonably withheld. It is FCT's position that all curing activities must be completed within one hundred twenty (120) days of the Recipient's notification of the violation. If the Recipient can demonstrate extenuating circumstances that justify a greater extension of time to complete the activities, FCT will consider the request. If the Recipient fails to correct the violation within either (a) the initial thirty (30) days or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site must be conveyed to the Trustees. FCT will treat such property in accordance with Section 380.508(4), F.S.

IX. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan and final disbursement of the FCT Award, the Recipient must submit to FCT and have approved a Management Plan that complies with Rule 62-818.011, F.A.C., and addresses the criteria and conditions set forth in Articles VII, XII, and XIII herein.

2. The Management Plan outlines how the Project Site will be managed to further the purposes of the Project and outlines the terms and conditions of this Agreement. The Management Plan should include the following types of information:

a. An introduction containing the Project name, location, and other background information.

b. The Recipient's purpose for acquiring the Project Site and a prioritized list of management objectives.

c. A discussion of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.

- d. A description of all proposed uses including existing and proposed physical improvements.
 - e. A description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.
 - f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements, and any natural resource restoration or enhancement areas.
 - g. The identification and protection of known cultural or historical resources.
 - h. A description of proposed educational displays and programs the Recipient will offer, if applicable.
 - i. A description of how the Recipient will coordinate management of the site with other agencies and public lands, if applicable.
 - j. A schedule for implementing the development and management activities of the Management Plan.
 - k. Cost estimates and funding sources to implement the Management Plan.
 - l. Coordination plan to allow for safe public access (except for designated construction zones) to the Project Site. The Recipient is responsible for maintaining the sections of the Project Site that are safe and not under construction open and accessible to the public.
3. If the Recipient is not the proposed managing entity, the Management Plan must include a signed management agreement between the Recipient and the managing entity providing criteria for site management and identifying the source of management funding. The managing entity must comply with the approved Management Plan. The Recipient is ultimately responsible for overseeing compliance with the Management Plan and the fulfillment of all Management Plan terms and is liable for any violations of the Management Plan.
4. If the Recipient is a partnership, the Recipient must also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Management Plan.
5. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, F.S., the Recipient may be required to provide FCT with Reasonable Assurance, pursuant to Rule 62-818.002(36), F.A.C., that it has the financial resources, background, qualifications, and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one local government, FCT requires the Recipient to do one, or more, of the

following: (i) post a performance or other bond in an amount sufficient to ensure that the Project Site is reasonably and professionally managed in perpetuity; (ii) establish an endowment or other fund in an amount sufficient to ensure performance; (iii) provide a guaranty or pledge by the local government having jurisdiction over the Project Site requiring the local government to take over the responsibility for management of the Project Site in the event the Recipient is unable to; (iv) require the local government to be a named co-signer on the Dedication to Public Use and Declaration of Restrictive Covenants; or (v) provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

6. The Recipient must, through its agents and employees, prevent any use of the Project Site that is not in conformity with the FCT-approved Management Plan.

7. As required by Rule 62-818.013, F.A.C., after FCT reimbursement of Project Costs, the Recipient must prepare and submit to FCT a stewardship report that documents the progress made toward implementing the Management Plan. Initially the Recipient must submit the report annually, but after completion of the Project the Trust may, in its discretion, transfer the report to a five-year review schedule.

X. PROJECT PLAN APPROVAL

1. Prior to the final disbursement of the FCT Award, the Recipient will submit a Project Plan that complies with Rule 62-819.011, F.A.C. FCT will not consider the Project Plan unless it is organized with a table of contents and includes the documents required by Rule 62-819.011, F.A.C. to ensure that the interests of the State of Florida will be protected:

- a. A purchase agreement for acquisition of the Project Site, executed by the Owner(s) and the Recipient, based on one or more appraisals prepared consistent with Chapters 62-819 and 18-1, F.A.C.
- b. A letter from the FCT indicating approval of the Management Plan.
- c. A statement of the total Project Costs as defined in Chapter 62-818, F.A.C.
- d. A statement of the amount of the FCT Award being requested.
- e. Supporting documentation that Recipient has satisfied any conditions imposed as part of the FCT Grant Agreement.
 - i. All invoices for approved Project Costs, with proof of payment, must be submitted to FCT Grant Manager and be in a detail sufficient for a proper pre-audit and post-audit thereof.
 - ii. Rule 62-818.002(33), F.A.C. states that reasonable real estate fees or commissions that do not exceed \$10,000.00 are eligible Project Costs. To maximize the Florida Forever funds for land acquisition, FCT will closely review each request for real estate fees or commissions to determine if the fee or

commission is reasonable. FCT will not reimburse or pay any portion of real estate fees or commissions that FCT determines to be unreasonable. Recipient will be financially responsible for the portion of the real estate fees or commissions not paid by FCT.

f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil, or regulatory violations imposed on the Project Site by any governmental body or agency.

g. Additional documentation requested by the FCT staff as reasonable assurance that the Recipient will be able to fulfill its obligations under the Grant Agreement, the Dedication to Public Use and Declaration of Restrictive Covenants, and Chapter 62-818, F.A.C.

2. The Recipient may, and is strongly encouraged to, request a courtesy review of its Project Plan prior to submitting it for approval.

3. FCT will not reimburse Project Costs until after FCT approval of the Project Plan.

XI. REIMBURSEMENT REQUIREMENTS

Upon FCT's approval of the Project Plan and the required reimbursement documents, the FCT will provide the Recipient with the Grant Reconciliation Statement indicating the amount of funds to be reimbursed by FCT.

Recipient will install for permanent display, one sign recognizing FCT's role in the acquisition of the Project Site prior to submittal of the project plan. Recipient will deliver a color photograph of the installed FCT Project sign to the FCT.

XII. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. The interest acquired by the Recipient in the Project Site will not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site must be conveyed to the Trustees.

3. Within one year of the execution of this Agreement, the Recipient will ensure that the future land use and zoning designation assigned to the Project Site is for a category dedicated to open space, conservation, or outdoor recreation uses, as appropriate. Recipient's failure to obtain the required future land use and zoning designation dedicated to open space, conservation, or outdoor recreation uses, or obtain a variance or other approval that permits the use of the Project Site as an open space, conservation, or for outdoor recreation use in accordance with the Management Plan, will constitute a violation of an essential term of the Award.

4. FCT staff or its duly authorized representatives will have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

XIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF STATE FUNDS

1. FCT is authorized by Section 380.510, F.S. to impose conditions for funding on the Recipient in order to ensure that the Project complies with the requirements under law.

2. The Recipient agrees and acknowledges that the transactions, events, and circumstances itemized below (collectively, the “disallowable activities”) may violate the covenants and restrictions imposed on the site:

- a. Any sale or lease of any interest in the Project Site.
- b. The operation of any concession on the Project Site without FCT approval.
- c. Any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site.
- d. Any use of the Project Site other than use by the public.
- e. A management contract for the Project Site without an FCT-approved management agreement.
- f. Other activity that may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, **the Recipient will provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days** in advance of any such transactions, events, or circumstances, and will provide to FCT such information as FCT reasonably requests in order to evaluate for approval or denial the legal consequences of such disallowable activities .

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient will immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT has the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES, OR NON-GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE IN NO WAY RELIEVES THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE

CONDITIONS IMPOSED ON THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XIV. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient will maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with United States Generally Accepted Accounting Principles (U.S. G.A.A.P.) consistently applied. FCT, the Department, the State, or their authorized representatives will have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Recipient must require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee will provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but is not limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee will retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

a. The Recipient understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Recipient will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. FCT personnel will be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Recipient will provide access to any location or facility where Recipient is performing work, or storing or staging equipment, materials, or documents;

ii. Recipient will permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and

iii. Recipient will allow and facilitate sampling and monitoring of any substances, soils, materials, or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. In addition to the requirements of the preceding paragraph, the Recipient will comply with the applicable provisions contained in **Attachment A, Special Audit Requirements**. **Exhibit 1** to **Attachment A** summarizes the funding sources supporting the Agreement for purposes of assisting the Recipient in complying with the requirements of **Attachment A**. A revised copy of **Exhibit 1** must be provided to the Recipient for each

amendment that authorizes a funding increase or decrease. If the Recipient fails to receive a revised copy of **Exhibit 1**, the Recipient must notify the key contact with FCT to request a copy of the updated information.

d. The Recipient is hereby advised that the Federal and/or Florida Single Audit Act Requirements may apply to lower tier transactions resulting from this Agreement. The Recipient will consider the type of financial assistance (federal and/or state) identified in **Attachment A, Exhibit 1** when making this determination. For state financial assistance, the Recipient will use the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Recipient should confer with its chief financial officer, audit director, or contact the FCT for assistance with questions pertaining to the applicability of these requirements.

XV. DEFAULT; REMEDIES; TERMINATION

1. If the necessary funds are not available to fund this Agreement because of action by the Florida Legislature or the Office of the State Chief Financial Officer, or if any Defaults occur, as described below, all obligations on the part of FCT to make any further payment of funds hereunder will terminate and FCT may exercise any of the remedies set forth herein. If FCT makes any payments or parts of payments after an Event of Default, such payment will not waive FCT's right to exercise such remedies and will not obligate FCT to make any further payments.

2. The following actions constitute a Default:

a. If FCT finds that any warranty or representation made by the Recipient in this Agreement, or in any document provided to FCT, is false or misleading in any respect.

b. If the Recipient fails to perform any of the terms or covenants contained in this Agreement and has not cured such failure in timely fashion, or is unable or unwilling to meet its obligations hereunder; or

c. If any material adverse change in the Recipient's financial condition occurs during the term of this Agreement and the Recipient fails to cure the material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT; or

d. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete, or insufficient information; or

e. If the Recipient fails to perform any of its obligations under this Agreement in a timely fashion; or

f. If the Recipient fails to comply with Project deadlines set forth in the approved Management Plan; or

g. If the Recipient fails to keep the Project Site open to the public.

3. Upon the happening of a Default, FCT may, after giving thirty (30) calendar days' notice, exercise any one or more of the following remedies, either concurrently or consecutively. The pursuit of any one of the following remedies will not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

a. Terminate this Agreement, provided the Recipient is given at least thirty (30) calendar days' prior written notice of such termination. The notice will be effective upon the date of the letter. Notification will be given pursuant to Section V.

b. Commence an appropriate legal or equitable action to enforce performance of this Agreement.

c. Withhold or suspend payment of all or any part of the FCT Award.

d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected.

e. Exercise any other rights or remedies that are otherwise available under law, including, those described in paragraph VIII.3.

4. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause may include, but is not limited to: default; fraud; lack of compliance with applicable rules, laws, and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, F.S., as amended.

5. FCT may terminate this Agreement if it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds.

6. The Recipient may request termination of this Agreement before reimbursement by a written request fully describing the circumstances that compel the Recipient to terminate the Project. A request for termination must be provided to FCT in a manner described in paragraph V.1.

XVI. PUBLIC RECORDS ACCESS

1. Recipient must comply with Florida Public Records Law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Subsection 119.011(12), F.S. Recipient must keep and maintain public records required by the FCT to perform the services under this Agreement.

2. This Agreement may be unilaterally canceled by the FCT for refusal by the Recipient to either provide to the FCT upon request, or to allow inspection and copying, of all public records made or received by the Recipient in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Article I, Section 24(a), Florida Constitution.

3. If Recipient meets the definition of "Contractor" found in Paragraph 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

a. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the FCT. If the FCT does not possess the requested records, the FCT will immediately notify the Recipient of the request, and the Recipient must provide the records to the FCT or allow the records to be inspected or copied within a reasonable time. If Recipient fails to provide the public records to the FCT within a reasonable time, the Recipient may be subject to penalties under Section 119.10, F.S.

b. Upon request from the FCT's custodian of public records, Recipient must provide the FCT 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, F.S., or as otherwise provided by law.

c. Recipient must identify and ensure that all 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 Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the FCT.

d. Upon completion of the Agreement, Recipient must transfer, at no cost to FCT, all public records in possession of Recipient or keep and maintain public records required by the FCT to perform the services under this Agreement. If the Recipient transfers all public records to the FCT upon completion of the Agreement, the Recipient may destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient must meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the FCT, upon request from the FCT's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the FCT.

- E. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE FCT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:**

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

XVII. LEGAL AUTHORIZATION

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

XVIII. SCRUTINIZED COMPANIES

1. In executing this Agreement, the Recipient certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the FCT may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

2. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the FCT may immediately terminate this Contract at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

3. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they will become inoperative.

XIX. STANDARD CONDITIONS

1. The Recipient and all its agents will comply with all federal, state, and local regulations, including but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Recipient will include this provision in all subcontracts issued as a result of this Agreement.

2. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, will be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

3. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida.

4. Any dispute concerning performance of the Agreement will be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

5. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

6. Pursuant to Sections 287.133 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory list:

a. 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 Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

b. An entity or affiliate who has been placed on the discriminatory vendor list 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.

c. The Grantee must notify the FCT if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

7. The Recipient agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Recipient and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Recipient must comply with Sections 11.062 and 216.347, F.S.

8. The employment of unauthorized aliens by any recipient is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Recipient knowingly employs unauthorized aliens, such violation is cause for unilateral cancellation of this Agreement. The Recipient is responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

9. The Recipient will comply with all applicable federal, state, and local rules and regulations in providing services to the FCT under this Agreement. The Recipient acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state, and local health and safety rules and regulations. The Recipient further agrees to include this provision in all subcontracts issued pursuant to this Agreement.

10. The Recipient will require any subcontractors under this Contract to save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments, or costs for injury to, or death of, any person or persons and for the loss of damage to any property resulting from the use, service, operation, or performance of work under the terms of this Contract resulting from the negligent acts of the subcontractor, or any employees, agents, or representatives of the subcontractor. This provision must be included in any subcontract issued pursuant to this Contract.

11. As a political subdivision of the State of Florida, the Recipient's liability is regulated by Florida law. Except for negligent acts or omissions of its employees acting within the course and scope of their employment, the Recipient will not indemnify any entity or person and, then such indemnification is limited to the express terms of Section 768.28, Florida Statutes. The Recipient is self-insured to the extent of its liability under law and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, the Recipient's liability and indemnification obligations in this contract are effective only to the extent expressly required by 768.28, Florida Statutes or other limitations imposed on the Recipient's potential liability under state or federal law.

12. The Recipient, as an independent contractor and not an agent, representative, or employee of the FCT, agrees to carry adequate liability and other appropriate forms of insurance. The FCT has no liability except as specifically provided in this Agreement.

13. This Agreement, and any amendments related to this Agreement, may be executed in counterparts, each of which will be an original and all of which constitutes the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transactions, may be used and will have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to this Agreement.

14. This Agreement embodies the entire agreement between the Parties. Any alterations, variations, changes, modifications, or waivers of provisions of this Agreement are only valid when they have been reduced to writing, duly signed by each of the Parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

RECIPIENT: CITY OF ST. AUGUSTINE
a Florida local government

FLORIDA COMMUNITIES TRUST,
STATE OF FLORIDA, DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____

By: _____
Secretary or designee

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form and Legality:

Approved as to Form and Legality:

By: _____

By: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by _____ as Secretary or Designee, Florida Communities Trust.

(SEAL)

Signature of Notary Public

Print, Type, Stamp Commissioned Name
of Notary Public

List of attachments/exhibits included as part of this Agreement:

Specify	Letter/ Type	Number	Description (include number of pages)
Attachment	5		Special Audit Requirements (7 Pages)

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities.
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

1 of 7

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 7

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Attachment 5, Exhibit 1

5 of 7

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
	GAA Line Item 1642 - FIXED CAPITAL OUTLAY LAND ACQUISITION-FLORIDA COMMUNITIES TRUST FROM LAND ACQUISITION TRUST FUND	2023-2024	37.078	Florida Communities Trust (Florida Forever Funded Grant Program)	\$967,500.00	084112
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award					\$967,500.00	
-------------	--	--	--	--	--------------	--

¹ Subject to change by Change Order.

² Subject to change by Change Order.

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

Attachment 5, Exhibit 1

7 of 7

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Vice-Mayor and City Commissioners

DATE: November 12, 2024

RE: **Resolution 2024-43 City Purchase of 500 Anastasia Boulevard for Construction of a City Fire Station and Authorizing the City Manager to Represent the City in the Real Estate Transaction**

The City has an urgent need to replace the Anastasia Island Fire Station (circ. 1955) and the Florida Department of Transportation (FDOT) needs the land where our island fire station is located to redevelop the dangerous intersection at A1A/Red Cox Road.

These two public safety projects have resulted in a search for a site for a new Anastasia Island Fire Station, which has been going on for several years. The city embarked on a multi-year effort to obtain a parcel of surplus state land for a fire station, but the State of Florida denied this request and there are no other available public properties for a new fire station.

The city has looked at suitable private properties after we exhausted all public property development potential. The size and location of the available private properties is limited. The preferred size is 1-1.5 acres of land with good public access but not on or adjacent to the proposed roundabout at Red Cox Road. It should also be a location that maintains our current emergency response time.

The property at 500 Anastasia Boulevard meets our criteria, it is available for purchase and the purchase price is \$4,000,000 plus closing costs. An appraisal has been done which values the property at \$3,800,000. The current owner would like to continue operating his jewelry store on the site for a maximum of 24 months while his new store is being constructed. The current owner will insure the property and maintain the building and grounds during this tenancy.

The property is 1.27 acres in size and has frontage on Anastasia Boulevard, Comares Avenue and Moultrie Place which provides excellent public access. The property is within a design overlay district and the building and site design will comply with the Anastasia Boulevard Design Standards.

The city commission has the authority to purchase this property above the appraised value under Sec. 2-2 of the City Code if it can find that there is a paramount public purpose or essential government need for the real estate. In this case, redeveloping the dangerous intersection at A1A/Red Cox Road and providing a modern fire station for Anastasia Island satisfy these requirements.

There was a public open house on November 7 to answer questions from the public and address neighborhood concerns about the proposed land purchase and fire station. I can provide an update on this open house at the City Commission meeting.

The approval of Resolution 2024-43 will authorize the purchase of 500 Anastasia Boulevard and identify myself as the city's representative for the transaction. Assistant City Manager Meredith Breidenstein will provide guidance on financing the purchase of the property during this discussion.

If you have any questions, please let me know.

A handwritten signature in blue ink, reading "David Birchm", written over a horizontal line.

David Birchm
City Manager

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: November 1, 2024

RE: Staff Presentation with Resolution 2024- 43
Interfund Loan for Purchase of 500 Anastasia Blvd

Following the October 28th discussion regarding the acquisition of 500 Anastasia Blvd for the future construction of a new Fire Station, we have coordinated with our internal finance and legal teams, as well as our external financial advisor and external bond counsel.

Because bond financing typically requires a three-year timeline for expenditure and given that this contract includes a two-year lease back of the property, we recommend utilizing an interfund loan solely for the property acquisition at this time. This approach will allow us to secure the property without rushing into a bond issuance.

This interfund loan would involve the General Fund borrowing the purchase amount from the Utility Fund reserves, with plans for repayment, including interest, to be structured appropriately.

We are seeking Commission approval to proceed with this interfund financing option for the property purchase.

Thank you for considering this request.

Feel free to contact me with any questions.

Sincerely,



Meredith Breidenstein
Assistant City Manager

RESOLUTION 2024-43

A RESOLUTION OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA APPROVING THE PURCHASE OF APPROXIMATELY 1.27 ACRES OF LAND FOR THE DESIGN AND CONSTRUCTION OF A NEW FIRE STATION AND AUTHORIZING CITY MANAGER, DAVID BIRCHIM, TO ACT AS THE CITY REPRESENTATIVE FOR THIS TRANSACTION.

WHEREAS, the staff of the City of St. Augustine and the City Commission recognize the necessity of building a modern fire station that meets the needs of the community regarding growth and response time; and

WHEREAS, the design and construction of an improved, safe intersection at Highway A1A, Old Quarry Road, and Red Cox Road requires the relocation of the existing fire station; and

WHEREAS, the site at 500 Anastasia Boulevard was found to be sufficient to build a new fire station with a parcel area of 1.27 acres and multiple access points to public rights-of-way along Comares Avenue, Moultrie Place and Anastasia Boulevard; and

WHEREAS, on October 28, 2024, the City Commission approved the City moving forward with negotiations for the purchase of 500 Anastasia Boulevard for the location of the new fire station; and

WHEREAS, the City has received a draft Commercial Contract for the purchase of 500 Anastasia Boulevard and has taken the necessary steps, including, without limitation, compliance with applicable law and the ordinances of the City of St. Augustine to acquire the parcel of land; and

WHEREAS, the purchase of this property is above appraised value, but the acquisition of this property for a new city fire station is an essential government need and the redevelopment of the intersection at Highway A1A, Old Quarry Road and Red Cox Road constitutes a paramount public purpose; and

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 approves the purchase of a 1.27 acre parcel of land at 500 Anastasia Boulevard as it serves a paramount public purpose and conforms to Section 2-2 of the City Code as the acquisition of the land parcels.

Section 2: The City Commission hereby approves and ratifies the Commercial Contract and hereby designates and confirms City Manager, David Birchim, to execute and deliver the Commercial Contract and any related documents necessary to the consummation of the transaction contemplated by the Commercial Contract.

ADOPTED in Regular Session of the City Commission for the City of St. Augustine, Florida, this 12th day of November, 2024.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA

Darlene Galambos, City Clerk
(Seal)

Roxanne Horvath, Vice-Mayor

**A. U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT**

Action Title Services of St. Johns County, Inc.

3670 US 1 South, Suite 110
St. Augustine, Florida 32086
(904) 797-4777 fax: (904) 797-4599

B. TYPE OF LOAN

1. ☐ FHA 2. ☐ FMHA 3. ☒ CONV. UNINS.
4. ☐ VA 5. ☐ CONV. INS.

6. File Number:

26708

7. Loan Number:

8. Mortgage Ins. Case No.:

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked (poc) were paid outside the closing. They are shown here for informational purposes and are not included in the totals.

D. Buyer: City of St. Augustine

E. Seller: Jabez Enterprises, Inc.

F. Lender:

G. Property: 500 Anastasia Boulevard
St. Augustine, St. Johns County, Florida 32080
Lot 2-5;15-19, Block 33, Plat Book/Instrument 3, Page 97, DAVIS SHORES in St Johns County FL

H. Settlement Agent: Action Title Services of St. Johns County, Inc.

Place of Settlement: 3670 US 1 South, Suite 110, St. Augustine, Florida 32086 St. Johns County

I. Settlement Date: February 7, 2025

J. Summary of Buyer's Transaction

100. Gross Amount Due From Buyer:

101. Contract Sales Price 4,000,000.00

102. Personal Property

103. Settlement Charges to Buyer (line 1400) 41,311.25

Adjustments for Items Paid by Seller in Advance:

106. City / Town Taxes

107. County / Parish Taxes

108. Assessments

120. Gross Amount Due from Buyer: 4,041,311.25

200. Amounts Paid by or in Behalf of Buyer:

201. Deposit / Earnest Money

202. Principal Amount of New Loan

203. Existing Loan(s)

204.

205.

206.

Adjustments for Items Unpaid by Seller:

210. City / Town Taxes

211. County / Parish Taxes Jan 1, 2025 thru Feb 7, 2025 1,588.03

212. Assessments

220. Total Paid by / for Buyer: 1,588.03

300. Cash at Settlement from / to Buyer:

301. Gross Amount due from Buyer (line 120) 4,041,311.25

302. Less Amount Paid by/for Buyer (line 220) 1,588.03

303. Cash From Buyer: \$4,039,723.22

400. Gross Amount Due To Seller:

401. Contract Sales Price

402. Personal Property

403.

Adjustments for Items Paid by Seller in Advance:

406. City / Town Taxes

407. County / Parish Taxes

408. Assessments

420. Gross Amount Due to Seller:

500. Reductions in Amount Due to Seller:

501. Excess Deposit (see instructions)

502. Settlement Charges to Seller (Line 1400)

503. Existing Loan(s)

504. Payoff of First Mortgage

505. Payoff of Second Mortgage

506. Purchase Money Mortgage

Adjustments for Items Unpaid by Seller:

510. City / Town Taxes

511. County / Parish Taxes Jan 1, 2025 thru Feb 7, 2025

512. Assessments

520. Total Reductions in Amount Due Seller:

600. Cash at Settlement to / from Seller:

601. Gross Amount due to Seller (line 420)

602. Less Reductions Amount due Seller (line 520)

603. Cash To Seller:

L. Settlement Charges							Paid from Buyer's Funds at Settlement
700. Total Sales / Broker's Commission:							
Based on Price \$4,000,000.00 @ 2.50% = \$100,000.00							
Division of Commission as follows							
701.	100,000.00 to Endless Summer Realty						
702.							
703.	Commission Paid at Settlement						
704.	Seller(s) Brokerage fee						
705.	Buyer(s) Brokerage fee						
800. Items Payable in Connection with Loan:							
801.	Loan Origination Fee						
802.	Loan Discount						
803.	Appraisal Fee						
804.	Credit Report						
805.	Lender's Inspection Fee						
806.	Mortgage Insurance Application Fee						
807.	Assumption Fee						
900. Items Required by Lender to be Paid in Advance:							
901.	Daily interest charge from Feb 7, 2025						
902.	Mortgage Insurance Premium						
903.	Hazard Insurance Premium						
904.	Flood Insurance Premium						
1000. Reserves Deposited with Lender:							
1001.	Hazard Insurance						
1002.	Mortgage Insurance						
1003.	City Property Taxes						
1004.	County Property Taxes						
1005.	Annual Assessments						
1006.	Flood Insurance						
1100. Title Charges:							
1101.	Closing Fee and Title Services Fee [includes additional administrative fees/expenses/scanning/ all incurred with closing] to Action Title Services of St. Johns County, Inc.					350.00	
1102.	Abstract or Title Search to Old Republic National Title Insurance Company					75.00	
1103.	Title Examination						
1104.	Title Insurance Binder						
1105.	Document Preparation						
1106.	Title insurance						
1107.	Attorney Fees (includes above item numbers:						
1108.	Title Insurance to Old Republic National Title Insurance Company (includes above item numbers:					12,575.00	
1109.	Lender's Coverage 0.00						
1110.	Owner's Coverage	4,000,000.00	Risk Rate Premium:	\$12,575.00			
1200. Government Recording and Transfer Charges:							
1201.	Recording Fees:	Deed 18.50	Mortgage 0.00	Releases 0.00	18.50		
1202.	City/County Tax/Stamps:	Deed 0.00	Mortgage 0.00				
1203.	State Tax/Stamps:	Deed 28,000.00	Mortgage 0.00		28,000.00		
1204.	Intangible Tax to Clerk of the Circuit Court of St. Johns County						
1205.	Record Certification of Trust to Clerk of the Circuit Court of St. Johns County						
1206.	e-Recording Fee to Simplifile LC					4.75	
1300. Additional Settlement Charges:							
1301.	Survey						
1302.	Pest Inspection						
1303.	Mobile home filing transfer fee retirement fee						
1304.	Home Warranty						
1305.	2024 taxes #218570-0000 to St. Johns County Tax Collector						
1306.	Municipal Lien Search					250.00	
1307.	Payoff tracking						
1308.	DocuSign -e signing fee (paid by Action)						
1309.	Technology & Storage to AccuTitle, LLC					38.00	
1400. Total Settlement Charges (Enter on line 103, Section J and line 502, Section K)						\$41,311.25	

**A. U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT**

Action Title Services of St. Johns County, Inc.

3670 US 1 South, Suite 110
St. Augustine, Florida 32086
(904) 797-4777 fax: (904) 797-4599

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement. Taxes have been prorated based on taxes for the prior year. Any re-proration will be handled between the buyer(s) and seller(s).

All utility bills (Water, sewer, electric, gas, propane, cable and maintenance fees) have been paid or will be paid upon receipt of final bills.

Substitution form 1099-S Seller Statement: The information contained is important tax information and is being furnished to the Internal Revenue Services (IRS). If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Further, all parties authorize Action Title Services of St. Johns County, Inc. to release the combined closing statement to any party with any connection to this transaction, including but not limited to Realtors, Lenders, Insurance Companies, Utility Companies and any other party requiring this document for proof of sale, proof of purchase, payoffs, etc. at its sole discretion and without recourse.

Buyer:

City of St. Augustine

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause the funds to be disbursed in accordance with the instructions of the parties hereto.

OLDREP

Settlement Agent:

Craig M. Herzog, CLC

Date: February 7, 2025

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010.

Commercial Contract



1. **PARTIES AND PROPERTY:** City of Saint Augustine ("Buyer")

agrees to buy and Jabez Enterprises Inc. ("Seller")

agrees to sell the property at:

Street Address: 500 Anastasia Blvd., St. Augustine, FL 32080

Legal Description: 3-100 DAVIS SHORES LOTS 2 3 4 5 & 15 ALL LOTS 16 17 18 & 19 (EX PT OF LTS 2 & 19 IN OR3874/460)

(EX R/W RD #A1A IN OR65/337) BLK 33 OR3261/1542

and the following Personal Property: _____

(all collectively referred to as the "Property") on the terms and conditions set forth below.

2. PURCHASE PRICE: \$ 4,000,000.00

(a) Deposit held in escrow by: Action Title \$ 100,000.00
("Escrow Agent") (checks are subject to actual and final collection)

Escrow Agent's address: 3670 US 1 South Suite 110 St. Augustine Phone: 904-797-4777

(b) Additional deposit to be made to Escrow Agent

☐ within _____ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within _____ days after Effective Date \$ 0

(c) Additional deposit to be made to Escrow Agent

☐ within _____ days (3 days, if left blank) after completion of Due Diligence Period or

☐ within _____ days after Effective Date \$ 0

(d) Total financing (see Paragraph 5) \$ 0

(e) Other \$ 0

(f) All deposits will be credited to the purchase price at closing.

Balance to close, subject to adjustments and prorations, to be paid
via wire transfer.

\$3,900,000.00

For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of Buyer's written notice of acceptability.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME: Unless this offer is signed by **Seller** and **Buyer** and an executed copy delivered to all parties on or before 11/15/2024, this offer will be withdrawn and the **Buyer's** deposit, if any, will be returned. The time for acceptance of any counter offer will be 3 days from the date the counter offer is delivered. **The "Effective Date" of this Contract is the date on which the last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or** _____ . Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. **Time is of the essence in this Contract.**

4. CLOSING DATE AND LOCATION:

(a) **Closing Date:** This transaction will be closed on 02/07/2025 (Closing Date), unless specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after the insurance underwriting suspension is lifted.

(b) **Location:** Closing will take place in St. Johns County, Florida. (If left blank, closing will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

5. THIRD PARTY FINANCING:

BUYER'S OBLIGATION: On or before _____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party financing in an amount not to exceed _____% of the purchase price or \$_____, with a fixed interest rate not to exceed _____% per year with an initial variable interest rate not to exceed _____%, with points or commitment or loan fees not to exceed _____% of the principal amount, for a term of _____ years, and amortized over _____ years, with additional terms as follows:

Buyer will timely provide any and all credit, employment, financial and other information reasonably required by any lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within _____ days (45 days if left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within _____ days (3 days if left blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract. If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-approval letter nor a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

6. TITLE: **Seller** has the legal capacity to and will convey marketable title to the Property by ☒ statutory warranty deed ☐ special warranty deed ☐ other _____, free of liens, easements and encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be subject): _____

provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the Property as _____

(a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent and pay for the title search and closing services. **Seller** will, at (check one) ☐ **Seller's** ☒ **Buyer's** expense and within 30 _____ days after Effective Date or at least _____ days before Closing Date deliver to **Buyer** (check one) ☒ (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. ☐ (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

Buyer's closing agent together with copies of all documents recited in the prior policy and in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

(b) Title Examination: **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller** of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2) **Buyer** delivers proper written notice and **Seller** cures the defects within _____ days from receipt of the notice ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept title subject to existing defects and close the transaction without reduction in purchase price.

(c) Survey: (check applicable provisions below)

(i.) ☒ **Seller** will, within 10 _____ days from Effective Date, deliver to **Buyer** copies of prior surveys, plans, specifications, and engineering documents, if any, and the following documents relevant to this transaction:

_____ prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the date this Contract is terminated.

☒ **Buyer** will, at ☐ **Seller's** ☒ **Buyer's** expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals encroachments on the Property or that the improvements encroach on the lands of another, ☐ **Buyer** will accept the Property with existing encroachments ☒ such encroachments will constitute a title defect to be cured within the Curative Period.

(d) Ingress and Egress: **Seller** warrants that the Property presently has ingress and egress.

7. PROPERTY CONDITION: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller** makes no warranties other than marketability of title. In the event that the condition of the Property has materially changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$0 _____ (1.5% of the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any defects in the Property. (Check (a) or (b))

☐ **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is" condition.

☒ **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 75 _____ days from Effective Date ("Due Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural, environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management and comprehensive land use plans; availability of permits, government approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a mechanic's lien being filed against the Property without **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

Buyer (☐) (☐) and **Seller** (☐) (☐) acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) **Buyer** will, at **Buyer's** expense release to **Seller** all reports and other work generated as a result of the Inspections. Should **Buyer** deliver timely notice that the Property is not acceptable, **Seller** agrees that **Buyer's** deposit will be immediately returned to **Buyer** and the Contract terminated.

(c) **Walk-through Inspection:** **Buyer** may, on the day prior to closing or any other time mutually agreeable to the parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and to ensure that all Property is on the premises.

8. OPERATION OF PROPERTY DURING CONTRACT PERIOD: **Seller** will continue to operate the Property and any business conducted on the Property in the manner operated prior to Contract and will take no action that would adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting vacant space, that materially affect the Property or **Buyer's** intended use of the Property will be permitted ☒ only with **Buyer's** consent ☐ without **Buyer's** consent.

9. CLOSING PROCEDURE: Unless otherwise agreed or stated herein, closing procedure shall be in accordance with the norms where the Property is located.

(a) **Possession and Occupancy:** **Seller** will deliver possession and occupancy of the Property to **Buyer** at closing. **Seller** will provide keys, remote controls, and any security/access codes necessary to operate all locks, mailboxes, and security systems.

(b) **Costs:** **Buyer** will pay **Buyer's** attorneys' fees, taxes and recording fees on notes, mortgages and financing statements and recording fees for the deed. **Seller** will pay **Seller's** attorneys' fees, taxes on the deed and recording fees for documents needed to cure title defects. If **Seller** is obligated to discharge any encumbrance at or prior to closing and fails to do so, **Buyer** may use purchase proceeds to satisfy the encumbrances.

(c) **Documents:** **Seller** will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable service and maintenance contracts that will be assumed by **Buyer** after the Closing Date and letters to each service contractor from **Seller** advising each of them of the sale of the Property and, if applicable, the transfer of its contract, and any assignable warranties or guarantees received or held by **Seller** from any manufacturer, contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the **Buyer** or **Buyer's** lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, **Seller**, if requested by the **Buyer** in writing, will certify that information regarding the tenant's lease is correct. If **Seller** is an entity, **Seller** will deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the requirements of local law. **Seller** will transfer security deposits to **Buyer**. **Buyer** will provide the closing statement, mortgages and notes, security agreements, and financing statements.

(d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond payments assumed by **Buyer**, interest, rents (based on actual collected rents), association dues, insurance premiums acceptable to **Buyer**, and operating expenses will be prorated through the day before closing. If the amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

(e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date will be paid by **Seller**. If a certified, confirmed, and ratified special assessment is payable in installments, **Seller** will pay all installments due and payable on or before the Closing Date, with any installment for any period extending beyond the Closing Date prorated, and **Buyer** will assume all installments that become due and payable after the Closing Date. **Buyer** will be responsible for all assessments of any kind which become due and owing after Closing Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially completed as of the Closing Date but has not resulted in a lien before closing, **Seller** will pay the amount of the last estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and does not apply to condominium association special assessments.

(f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If **Seller** is a "foreign person" as defined by FIRPTA, **Seller** and **Buyer** agree to comply with Section 1445 of the Internal Revenue Code. **Seller** and **Buyer** will complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement.

10. ESCROW AGENT: Seller and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs in favor of the prevailing party.

11. CURE PERIOD: Prior to any claim for default being made, a party will have an opportunity to cure any alleged default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-complying party specifying the non-compliance. The non-complying party will have _____ days (5 days if left blank) after delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

12. FORCE MAJEURE: **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

13. RETURN OF DEPOSIT: Unless otherwise specified in the Contract, in the event any condition of this Contract is not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit will be returned in accordance with applicable Florida Laws and regulations.

14. DEFAULT:

(a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make the title marketable after diligent effort, **Buyer** may elect to receive return of **Buyer's** deposit without thereby waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek specific performance. If **Buyer** elects a deposit refund, **Seller** may be liable to **Broker** for the full amount of the brokerage fee.

(b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving any remedy for **Buyer's** default.

15. ATTORNEY'S FEES AND COSTS: In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and **Broker**, will be awarded reasonable attorneys' fees, costs, and expenses.

16. NOTICES: All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice, document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker) representing a party will be as effective as if given by or delivered to that party.

Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

251 **17. DISCLOSURES:**

252 **(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales
253 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of
254 commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the
255 owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not
256 attach to any interest in real property. This lien right cannot be waived before the commission is earned.

257 **(b) Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special
258 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such
259 liens, if any, shall be paid as set forth in Paragraph 9(e).

260 **(c) Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in
261 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that
262 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon
263 and radon testing may be obtained from your county public health unit.

264 **(d) Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by
265 Section 553.996, Florida Statutes.

266 **18. RISK OF LOSS:**

267 **(a)** If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, **Seller** will
268 bear the risk of loss and **Buyer** may cancel this Contract without liability and the deposit(s) will be returned to
269 **Buyer**. Alternatively, **Buyer** will have the option of purchasing the Property at the agreed upon purchase price and
270 **Seller** will credit the deductible, if any and transfer to **Buyer** at closing any insurance proceeds, or **Seller's** claim
271 to any insurance proceeds payable for the damage. **Seller** will cooperate with and assist **Buyer** in collecting any
272 such proceeds. **Seller** shall not settle any insurance claim for damage caused by casualty without the consent of
273 the **Buyer**.

274 **(b)** If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the
275 right of eminent domain, or proceedings for such taking will be pending or threatened, **Buyer** may cancel this
276 Contract without liability and the deposit(s) will be returned to **Buyer**. Alternatively, **Buyer** will have the option of
277 purchasing what is left of the Property at the agreed upon purchase price and **Seller** will transfer to the **Buyer** at
278 closing the proceeds of any award, or **Seller's** claim to any award payable for the taking. **Seller** will cooperate
279 with and assist **Buyer** in collecting any such award.

280 **19. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise ☐ is not
281 assignable ☐ is assignable. If this Contract may be assigned, **Buyer** shall deliver a copy of the assignment agreement
282 to the **Seller** at least 5 days prior to Closing. The terms "**Buyer**," "**Seller**" and "**Broker**" may be singular or plural. This
283 Contract is binding upon **Buyer**, **Seller** and their heirs, personal representatives, successors and assigns (if
284 assignment is permitted).

285 **20. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between **Buyer** and **Seller**.
286 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.
287 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated
288 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or
289 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract
290 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be
291 construed under Florida law and will not be recorded in any public records.

292 **21. BROKERS:** Neither **Seller** nor **Buyer** has used the services of, or for any other reason owes compensation to, a
293 licensed real estate Broker other than:

294 **(a) Seller's Broker:** Endless Summer Realty Robin Arnold
(Company Name) (Licensee)
295 521 A1A Beach Blvd. St. Augustine, FL 32080 904-461-8878 904-461-8879 gotstaugustine@hotmail.com
(Address, Telephone, Fax, E-mail)

296 who ☐ is a single agent ☒ is a transaction broker ☐ has no brokerage relationship and who will be compensated_ by
297 ☒ **Seller** ☐ **Buyer** ☐ both parties pursuant to ☒ a listing agreement ☐ other (specify) _____
298 _____
299 _____

300 **(b) Buyer's Broker:** N/A
(Company Name) (Licensee)
301 _____
(Address, Telephone, Fax, E-mail)

Buyer () () and **Seller** () () acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

who ☐ is a single agent ☐ is a transaction broker ☐ has no brokerage relationship and who will be compensated by
☐ Seller's Broker ☐ Seller ☐ Buyer ☐ both parties pursuant to ☐ other (specify) ☐

(collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

22. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to this Contract):

☐ Arbitration	☐ Seller Warranty	☐ Existing Mortgage
☐ Section 1031 Exchange	☐ Coastal Construction Control Line	☐ Buyer's Attorney Approval
☐ Property Inspection and Repair	☐ Flood Area Hazard Zone	☐ Seller's Attorney Approval
☐ Seller Representations	☐ Seller Financing	☐ Other _____

23. ADDITIONAL TERMS:

Contingent on buyers getting approved by the City of St. Augustine Board of Commissioners to purchase the property with the terms of this agreement.

Seller will have a maximum of 24 months from the close date to occupy the property at no expense, but the following: Having the proper insurance required by City of Saint Augustine, utilities, and lawn maintenance during the 24 months.

Seller to remove all items, fixtures and equipment from the store and property prior to the end of their 24 month occupancy.

Buyer will pay all closing costs except the seller's Real Estate Broker Fee.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

Buyer (☐) (☐) and Seller (☐) (☐) acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other party that such signatory has full power and authority to enter into and perform this Contract in accordance with its terms and each person executing this Contract and other documents on behalf of such party has been duly authorized to do so.

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Date: _____
(Signature of Buyer)

_____, Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

Date: _____
(Signature of Buyer)

_____, Tax ID No.: _____
(Typed or Printed Name of Buyer)

Title: _____ Telephone: _____

Buyer's Address for purpose of notice _____

Facsimile: _____ Email: _____

Date: _____
(Signature of Seller)

_____, Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

Date: _____
(Signature of Seller)

_____, Tax ID No.: _____
(Typed or Printed Name of Seller)

Title: _____ Telephone: _____

Seller's Address for purpose of notice: _____

Facsimile: _____ Email: _____

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Buyer (☐) (☐) and Seller (☐) (☐) acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

APPRAISAL REPORT
OF THE
RETAIL BUILDING
LOCATED AT 500 ANASTASIA BLVD.,
ST. AUGUSTINE, ST. JOHNS COUNTY, FL 32080



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

October 2, 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. : 3,840± square foot retail building located on a 55,321± square foot site.
Property Location : Located at the northeast corner of Anastasia Blvd. and Moultrie Place. The street address is 500 Anastasia Blvd., St. Augustine, FL 32080.

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 September 24, 2024, and this is the valuation date for the as-is analysis.

The Subject is improved with a one-story, retail building containing 3,840± square feet. The building was constructed in 1971 of a masonry frame, with stucco siding and a built-up roof with a flat tar and gravel surface. The Subject building was extensively renovated in 2009 by the current owners, who converted the Subject building from its previous use as a bank, to its current use as a retail store. There is also a 234± square foot finished canopy over the front entrance of the building, and a larger 1,260± square foot finished canopy at the rear of the building, which was previously used as a cover for the drive-thru area when the building operated as a bank.

The Subject site consists of an irregular shape parcel of land containing 55,321± square feet. The site has 240± feet of frontage along the north side of Anastasia Blvd., 123± front feet along the east side of Moultrie Place, and 250± feet of frontage along the west side of Comares Avenue. Site size and dimensions were taken from the tax rolls and are subject to a survey.

The Subject site is zoned CL-2, Commercial Low-Two, with the future land use being Commercial Low Intensity, by St. Johns County, FL.

Mr. Franklin
Page Two,

This Appraisal Report is in conformance with Standard Rule 2 Report Options of the Uniform Standards of Professional Appraisal Practice. 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. 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, 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.

Subject to the definition of market value as set forth in this report, as well as the General Assumptions, Extraordinary Assumptions and Limiting Conditions, we have formed the following opinion of value for the Fee Simple Interest in the Subject Property as of September 24, 2024:

MARKET VALUE AS-IS FEE SIMPLE INTEREST
THREE MILLION EIGHT HUNDRED THOUSAND DOLLARS
(\$3,800,000)

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 #2024-92

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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.

A handwritten signature in blue ink, appearing to read "Ronald N. Pacetti".

Ronald N. Pacetti, MAI

State-Certified General Real Estate Appraiser RZ 677

A handwritten signature in blue ink, appearing to read "Randall A. Pacetti".

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. None

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



**FRONT VIEW OF THE SUBJECT LOOKING NORTHEAST
FROM ANASTASIA BLVD.**



**FRONT VIEW OF THE SUBJECT LOOKING NORTHWEST
FROM ANASTASIA BLVD.**



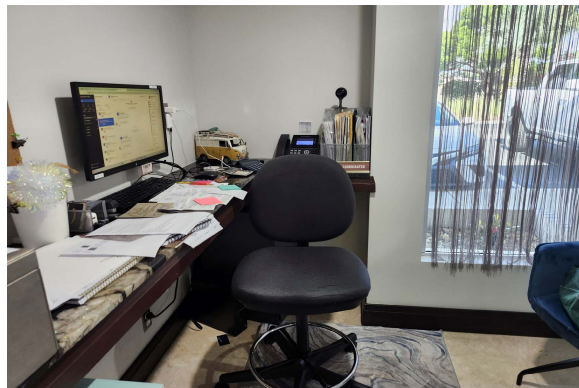
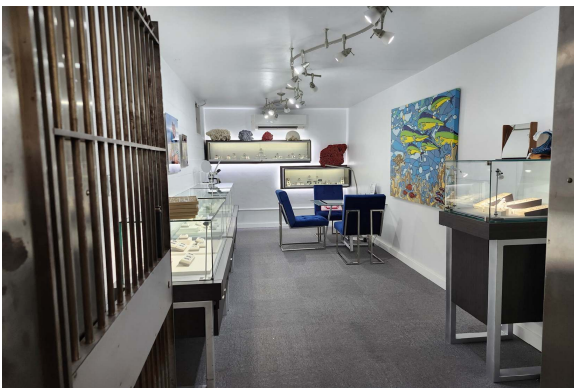
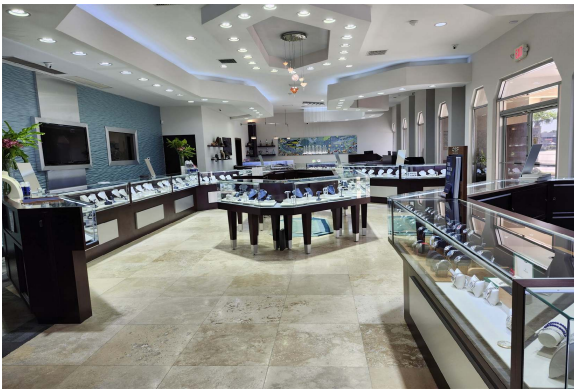
REAR AND SIDE VIEW OF THE SUBJECT BUILDING LOOKING WEST



REAR AND SIDE VIEW OF THE SUBJECT BUILDING LOOKING SOUTH



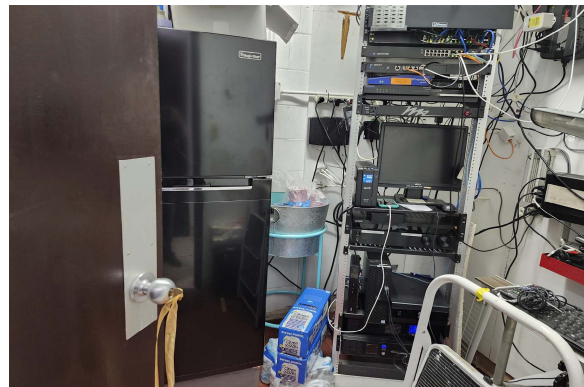
ADDITIONAL VIEW OF THE OVERALL SUBJECT SITE LOOKING WEST



TYPICAL INTERIOR VIEWS



TYPICAL INTERIOR VIEWS



TYPICAL INTERIOR VIEWS



**STREET VIEW LOOKING WEST DOWN ANASTASIA BLVD.
WITH THE SUBJECT ON THE RIGHT**



**STREET VIEW LOOKING NORTHWEST DOWN COMARES AVENUE
WITH THE SUBJECT ON THE LEFT**



AERIAL PHOTO 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:

- Exterior & interior of the Subject building
- 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

Based on the age of the Subject's improvements, the Cost Approach was not considered applicable or necessary 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. To determine the highest and best use of the Subject as currently improved, the sales approach was utilized to derive an opinion of market value for the Subject both as improved with a retail building and assuming it were vacant.

Income Approach

The Income Approach to value was considered and was concluded not to be relevant for this analysis. For this type of real estate (single tenant retail building), it is exhibited in the marketplace that these properties are typically transferred with the anticipation of being a business operation for an owner-user. The owners of this type real estate receive the benefit of ownership, namely, the ability to make changes to the improvements and the receipt of the tax benefits of ownership. This type of real estate is seldom developed for the initial purpose of being an income-producing vehicle or transferred on such a basis. Owner-occupants drive the marketplace and their corresponding values, which tend to be above that which, can be supported by a pure income capitalization approach. As a result, the Income Approach tends to understate the value of this type real estate to its primary market (owner-users). The exclusion of this valuation approach does not weaken the credibility of the final market value opinion concluded.

Reconciliation

In the Reconciliation and Final Opinion of Value the relative strengths and weaknesses of each applicable approach to value were considered. Only the Sales Comparison approach to value was utilized to value the Subject Property in its current as-is condition. Also, as noted and due to large amount of surplus land area, the Subject was valued both as improved with the existing building improvements and assuming it were vacant, with the higher of the two values being used to arrive at the market value as-is.

Report Type

This Appraisal Report is in conformance with Standard Rule 2 Report Options of the Uniform Standards of Professional Appraisal Practice. 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.

Purpose of the Appraisal

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

- "As Is" Market Value - Fee Simple Interest

Effective Date of Value

The date of value of this appraisal is September 24, 2024, which is the date the property was last inspected.

Date of the Appraisal

The date of this appraisal is October 2, 2024, which is the date the appraisal was completed.

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:

Tax Parcel ID: 218570-0000. The legal below was taken from a Warranty Deed recorded in OR Book 3261, Page 1542 and is subject to an official survey.

LAND

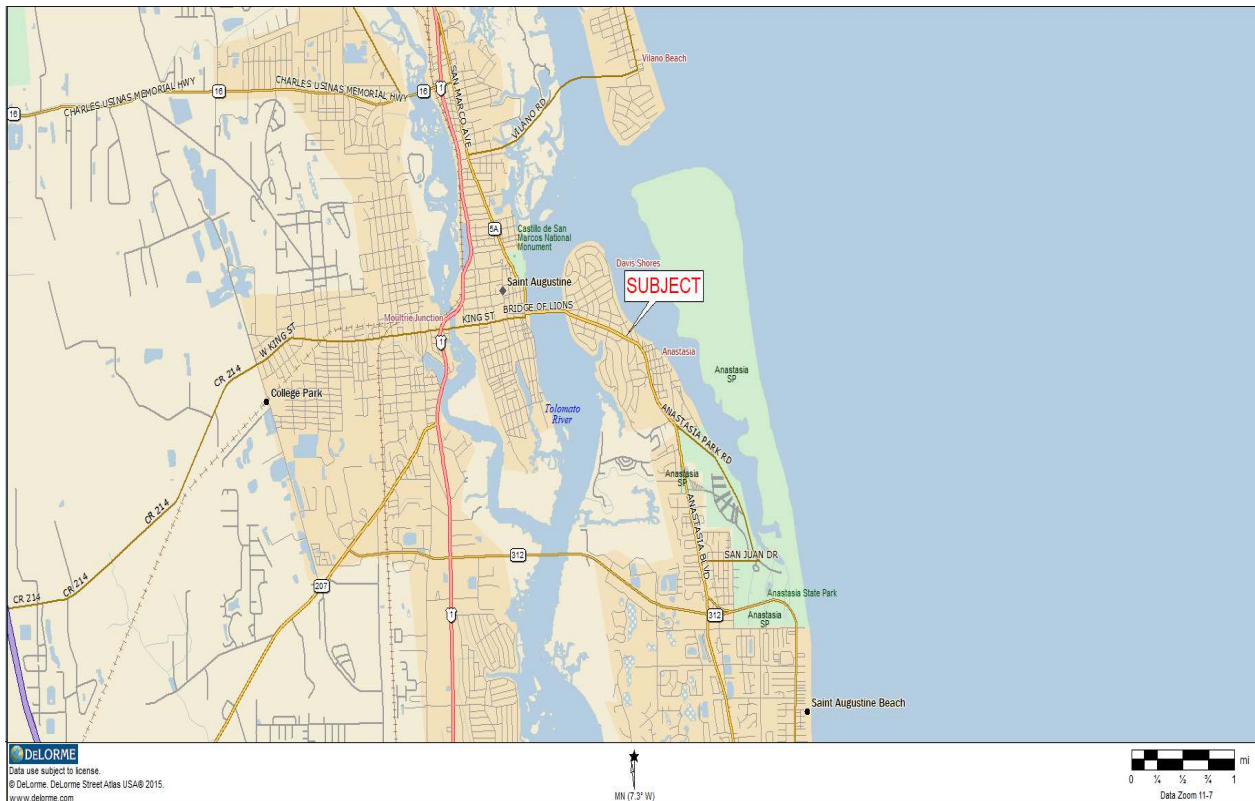
Lots Two (2), Three (3), Four (4), Five (5), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18) and Nineteen (19), Block Thirty-three (33), DAVIS SHORES SUBDIVISION, OCEAN VIEW SECTION, according to map thereof recorded in Map Book 3, pages 97 through 102, inclusive, of the public records of St. Johns County, Florida, LESS AND EXCEPTING therefrom that portion heretofore conveyed to the State of Florida for road right-of-way purposes as set forth in instrument recorded in Official Records Book 65, page 337, of the public records of St. Johns County, Florida.

Note: Since the legal provided was not completely legible (see survey provided on the following page), we have relied upon the legal from the most recent recorded warranty deed.

NEIGHBORHOOD DATA

The Subject Property is at the northeast corner of Anastasia Blvd. and Moultrie Place, approximately 1 mile east of the main downtown historic district, St. Johns County, Florida. 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	-	Matanzas Bay
Southern Boundary	-	Dondanville Road
Eastern Boundary	-	Atlantic Ocean
Western Boundary	-	Matanzas River



The main thoroughfare in the Subject's neighborhood is Anastasia Boulevard (Highway A1A South), which for the most part runs in a north-south direction through the county. However, it takes an east-west direction through a portion of the Subject's neighborhood. Highway A1A is a four-lane, divided highway that bisects the Subject neighborhood. It carries a heavy amount of traffic during the busy tourist seasons and the major commercial developments are located along this road. As mentioned, Anastasia Blvd. is the major commercial corridor through the Subject's neighborhood, and this road is heavily developed throughout the neighborhood.

Located in the Subject's immediate area is an older condominium complex to the northwest, and to the north is a recently constructed townhome development which fronts the water. To date 14 closed sales have been recorded with prices ranging from \$450,000 for an interior up to \$2,703,200 for a waterfront unit with boat slip. To the south across Anastasia Blvd. is a motel, a daycare, and an office building. To the east and west of the Subject along Anastasia Blvd. are older motel buildings.

Commercial uses along Anastasia Blvd., in the Subject's neighborhood, include a large number of motels and restaurants, single tenant office and retail buildings, as well as a number of tourist attractions, with the most popular being the St. Augustine Alligator Farm, St. Augustine Lighthouse and the Anastasia State Park. There are also a number of popular restaurants along this roadway including Osteen's, Blackfly, Gas, Candlelight, Conch House and Gypsy Cab.

Other than the commercial uses located along Anastasia Blvd., the majority of the development in this neighborhood is residential in nature. Residential homes in this neighborhood range from a low of \$450,000 to a high of over \$2,000,000 for waterfront homes. The residential areas are over 97% built-out; therefore, new construction in this neighborhood is limited due to the unavailability of vacant land in the area. Additionally, the Subject is located just over a mile northwest of the entrance to the Anastasia State Recreational Park. This park includes a large campground as well as one of the more popular beaches in the area.

The Subject is located across the river (1± miles) from the downtown historical district. The primary historic/tourist area is bordered by Cathedral Place 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 located in this area.

Just over the bridge is Avenida Menendez, which travels north-south along the Matanzas Bay. Properties on Avenida Menendez generally have an unrestricted view of the Bay. Largely for this reason, this is a popular location for motels such as the Monson Motor Lodge, Marion Motor Lodge, Monterey Inn, Whetstone's Bayfront Inn and several bed and breakfast facilities including Casablanca Inn, Westcott House and the Bayfront Marin House.

It should be noted that the Subject is east of the Bridge of Lions. This two-lane drawbridge was recently completely refurbished, and was re-opened in March of 2010.

Conclusion

The Subject neighborhood is over 97% built-out, therefore, future growth is limited. Over the last 4 to 5 years, both residential and commercial values have been steadily rising. 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 continued 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	The Subject Property is located at the northeast corner of Anastasia Blvd. and Moultrie Place. The street address is 500 Anastasia Blvd., St. Augustine, FL 32080	
Zoning	The Subject Property is zoned CL-2, Commercial Low-Two, by the City of St. Augustine, FL. Permitted uses under this category include retail outlets such as specialty food stores, clothing shops, sporting goods, service establishments such as hair salons, shoe repair shops, restaurants (but not fast food or drive-in), health club or facility, banks, all types of professional and business offices, hotel and motels w/o kitchenette (max. 50 units), shopping plaza, single and multi-family dwellings, etc.	
Future Land Use	The City's Comprehensive Plan, which is in compliance with the Florida Growth Management Act of 1985, supersedes the county's existing zoning code; however, both must be in basic agreement with each other. This land use plan designates the Subject Property as being in the Commercial Low Intensity district, which is consistent with the Subject's zoning category. In summary, the use of the Subject Property as a retail building is legally permissible per both the zoning and Future Land Use Codes.	
Site Size & Shape	The Subject site consists of an irregular shape parcel of land containing 55,321± square feet. The site has 240± feet of frontage along the north side of Anastasia Blvd., 123± front feet along the east side of Moultrie Place, and 250± feet of frontage along the west side of Comares Avenue. Note: a legible survey was not provided so we relied upon the St. Johns County Property Appraiser Map for our site size and dimensions.	
Access	Access to the Subject is provided via two access points from Anastasia Blvd., which is a four-lane divided highway that takes an east-west direction where the Subject is located. Access is also available from Comares Avenue and Moultrie Place, both of which are interior neighborhood roadways that stem from Anastasia Blvd.	
Utilities	Water & Sewer	- Central
	Electric Service	- Florida Power & Light
	Law Enforcement	- City of St. Augustine
	Fire Protection	- City of St. Augustine
Topography	The Subject Site appears to be basically level and at the grade of the adjacent road.	

Property History

The Subject Property is currently listed under the ownership of Jabez Enterprises Inc.

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.

Listings/Contracts

The Subject property is not currently listed for sale, or under contract to the best of our knowledge.

Property Taxes

According to the St. Johns County Property Appraiser's office, the Subject Property was assessed under parcel # 218570-0000. The 2023 market value was \$959,801 and the assessed value was \$664,173. The 2023 taxes were \$14,875.59 based on the millage rate of 18.8720, and including a City of St. Augustine Fee Assessment Fee of \$741.96.

It should be noted that the proposed market value for 2024 shows an increase in market value to \$1,009,187, and an increase in assessed value to \$730,590.

Tax Assessment Map

DESCRIPTION OF IMPROVEMENTS**Site Improvements**

The site improvements include a three lane bank drive-thru with a 1,260± square foot canopy, attractive landscaping, and an asphalt paved parking and drive-way area that wraps around the building. There are 17 marked spaces, plus a dirt graded parking area is located at the rear of the site.

Building Improvements

Type of Building	:	Former bank building converted to retail use
Date of Construction	:	1971
Effective Age	:	8 years
Remaining Economic Life	:	42 years
Height	:	One-story
Type of Construction	:	Concrete block
Roof	:	Flat tar and gravel roof.
Exterior Walls	:	Stucco
Floors	:	Terrazo tile throughout the main retail area, with a mixture of vinyl plank and vinyl tile in the offices, kitchen and work area.
Interior Walls	:	Painted drywall, wall paper, and painted block
Ceilings	:	Drywall ceilings
Heat and A/C	:	Central heat and air throughout. New 12 ton A/C system was reportedly installed in 2023. A split system was also installed in the vault room in 2023.
Electricity	:	3 phase
Plumbing	:	Adequate; with two (2) half bathrooms
Sprinkler System	:	Adequate

Contains

The Subject improvements consist of a one-story, retail building currently occupied by Blue Water Jewelers. The Subject building contains 3,840± square feet, and was constructed of concrete block with a stucco exterior in 1971. This was a former bank building prior to selling in November of 2009, after which time it was remodeled for use as a jewelry store. There is also a 234± square foot finished canopy over the front entrance of the building, and a larger 1,260± square foot canopy at the rear of the building, which was previously used as a cover for the drive-thru area when the building operated as a bank.

The building is currently in good condition for its age. It is 100% owner-occupied by Blue Water Jewelers. We have estimated that effective age to be 8 years, and the remaining economic life to be 42 years.

The owner indicated the cost spent on renovations to convert the building from a bank to a retail store was approximately \$250,000. The renovations included but were not limited new interior and exterior painting, gutting the interior and adding new flooring, drywall, electrical, light fixtures, all new solid wood doors, etc. Also, the plumbing was upgraded and the bathrooms were completely renovated. The Subject building is now designed with a large open retail area, an office/workshop area, kitchen, staff lounge, restrooms, and a 1,000± square foot walk-in vault.

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 14th 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 Vacant

The Subject Property as vacant, based on the physical and legal limitations, as well as locational attributes could be developed with a variety of uses including a professional office, retail building, restaurant or multi-family development.

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 continued growth in tourism, commercial use seems to be the most logical development choice of this site. There are a number of office retail buildings, and restaurants located along the Subject's stretch of Anastasia Blvd., which all appear to be highly occupied. There are also a number of multi-family uses surrounding the Subject. Therefore, it is our opinion that the highest and best use of this site, as vacant, would be for development of any of the allowable uses listed under the Subject's CL-2 zoning designation, including commercial uses, such as an office, retail building, hotel or restaurant that takes advantage of the site's highway frontage and close proximity to the downtown St. Augustine area, or possible development as a multi-family project.

Highest and Best Use As Improved

The highest and best use of a property as improved pertains to the use that should be made of an improved property in light of the existing improvements and the ideal improvements described at the conclusion of the analysis of the highest and best use as though vacant. With any improved property, there are three possibilities that must be considered:

1. Demolish the existing improvements and redevelop the site
2. Continue the existing use
3. Modify the existing use

The Subject improvements consist of a one-story, retail building containing 3,840± square feet, that was constructed of concrete block with a stucco exterior in 1971. The improvements were considered to be in good condition for their age.

To estimate the Highest and Best Use of the land as improved, the existing use must meet the same criteria which were previously discussed. As mentioned, the existing improvements are legally permissible. The existing improvements are also physically possible as evident by the current use of the site. The improvements, therefore, satisfy and meet the first two criteria.

However, in our opinion, the current use of the Subject Property as improved with a 3,840± square foot retail building is not considered to be the highest and best use as improved (see valuation section to follow). We base this on the size of the Subject site in relation to the size of the improvements, and taking into consideration its location along Anastasia Boulevard, just east of the main Downtown Historical District. This area is nearly 100% built out, and due to its proximity to the downtown area land along this stretch of Anastasia Boulevard is considered to be highly desirable for both commercial and multi-family uses.

As can be seen in our analysis of the Sales Comparison Approach of the Subject As Improved with a 3,840 square foot retail building, the adjusted value range from the seven sales analyzed ranged from \$2,680,000 (\$698.16 SF) to \$3,625,000 (\$943.91 SF) rd. This range is below our opinion of value of the Subject as a vacant commercial site of \$3,870,000. This is mainly due to the smaller size of the current improvements as compared to the larger size of the Subject's site, which indicated that the current improvements are an underutilization of the land.

Therefore, based on the above discussion, it is our opinion that the highest and best use of the Subject Property, as improved, would be to raze the existing improvements for a more intensive commercial development as allowed under the CL-2 zoning designation.

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. As noted in the Scope of Appraisal Section, in estimating the as-is Market Value of Subject Property only the Sales Comparison Approach was used.

The **Sales Comparison** was used to value the Subject Property both as-improved with a retail building and assuming it were vacant commercial land available to be developed to its highest and best use. Data is gathered and analyzed on sales of property 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.

A description of each approach and supporting data, as well as a discussion of the strengths and weaknesses of each approach.

ESTIMATE OF LAND VALUE - Analysis of the Subject assuming it were vacant

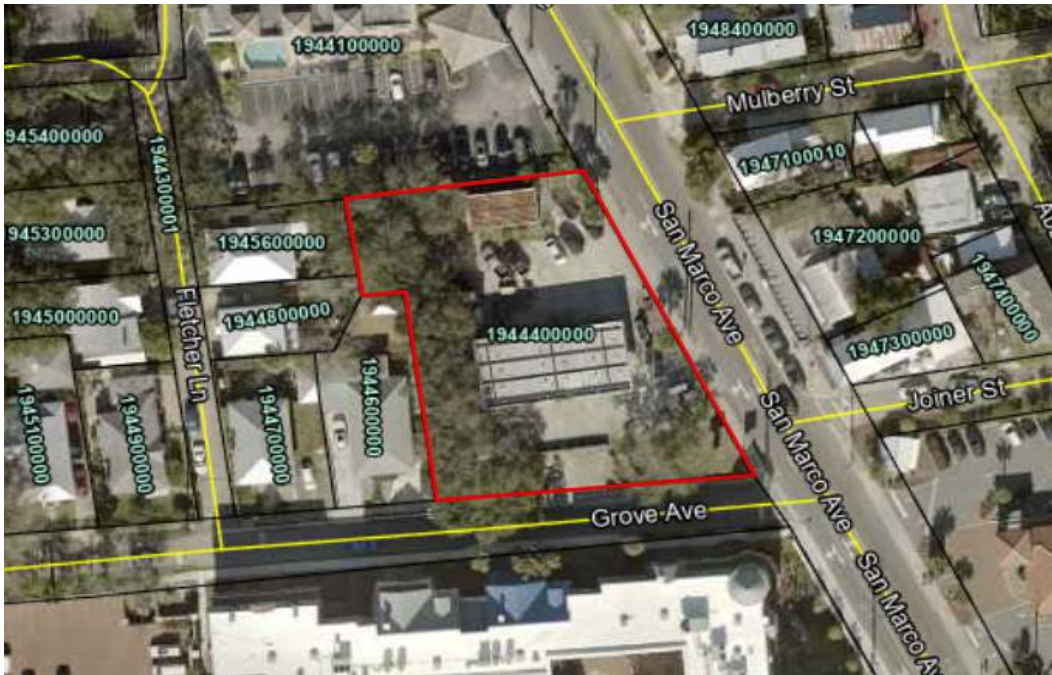
The Sales Comparison Technique is the preferred method to estimate the value of land. The Principle of Substitution affirms that an informed buyer should pay no more for a given site than an amount which a substitute site with equal or similar amenities could be obtained.

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 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 Square Foot.

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: 5/5/2022

GRANTOR: Absente 3 LLC

GRANTEE: Deacon Transportation Inc.

SALES PRICE: \$2,150,000

O.R.BK/PAGE: 5554/1088

TERMS OF SALE: Cash to Seller

PROPERTY DESCRIPTION

LEGAL: 3-6 Cherry Sub City Lots 1 2 & 3 & Tri Pt of Lot 2

PARCEL ACCOUNT # 194440-0000

LOCATION: Northwest corner of San Marco Avenue and Grove Avenue, City of St. Augustine, FL 32084.

ZONING: CL-2, Commercial Low-Two, City of St. Augustine, FL.

LAND USE: Commercial Low Intensity

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

SITE AREA: .48± gross acres or 20,918± SF

UTILITIES: Central water and sewer to the site.

SALE ANALYSIS

PRICE PER SQUARE FOOT: \$102.78 square foot

COMMENTS

This was the sale of the 20,918± square foot site located at the northwest corner of San Marco Avenue and Grove Avenue. This site contains 185± feet of frontage along the west side of San Marco Avenue, and 159± front feet along the north side of Grove Avenue.

At the time of sale the site was improved with an older gas station/convenience store with a detached carwash building. The building had most recently been used as a scooter rental store, and was considered to be in fair condition overall. The property was purchased by a local tourism related entity for future commercial development and the improvements were considered to be only an interim use. The buyer has since razed the improvements in order to construct a parking lot with a ticket booth and train pick-up area for their trolley train company. Therefore, no value contribution was given to the improvements

Confirmed with: Sammy Hale - Listing agent with Coldwell Banker Commercial Premier

LAND SALE NO. 2**TRANSACTION DATA**

DATE: 12/18/2023
O.R. BOOK: 5873/1283
GRANTOR: Aug Holdings LLC
GRANTEE: First Coast Properties of Jacksonville, Inc.
SALES PRICE: \$750,000
TERMS OF SALE: Cash to seller

PROPERTY DESCRIPTION

PARCEL #: 219010-0270
LOCATION: North side of Arricola Avenue, just east of Arredondo Avenue, St. Augustine, FL 32080.
ZONING: CL-1, Commercial Low-One
FUTURE LAND USE: Commercial Low Intensity
ELEVATION: Level and at the grade of the street.
SITE AREA: 10,000± square feet

UTILITIES: All to the site

SALE ANALYSIS

PRICE PER SQUARE FOOT: \$75.00

COMMENTS

This is the sale of a 10,000 square foot site (100' x 100') located along the north side of Arricola Avenue, consisting of four lots. The site is considered to be entirely usable and has 100± feet of frontage along Arricola Avenue. All site dimensions were taken from the St. Johns County Property Appraiser.

There is a dirt graded alley way that intersects with Arredondo Ave., and is located along the north side of the site, providing additional access.

At the time of sale the site was cleared. The site is planned for the construction of town homes.

Confirmed with: Grantor and past appraisal

SITE AREA: 3.45 acres or 150,282± SF

UTILITIES: Water, sewer, and electricity

SALE ANALYSIS

PRICE PER SF: \$42.69

COMMENTS

This is the sale of an assemblage of three adjacent parcels of land in the Vilano Beach area. The property was purchased by an investor for the development of a luxury townhouse project to be known as Breakwater Villas which will contain 49 townhomes, and various amenities including a pool and community center.

The site has an irregular shape that contains 3.45± acres, of which all were considered to be entirely usable. The site contains roughly 445± feet of frontage along the south side of Vilano Road, and 395± feet of frontage along the west side of Loja Street.

At the time of sale the site was mostly cleared, with an older commercial building located on the western most portion of the site, and a small residence in the middle of the site. However, these buildings were older, and were not considered to have any contributory value towards the overall sale of the site.

Confirmed with: Public records

LAND SALE NO. 4**TRANSACTION DATA**

DATE: 6/4/2024

GRANTOR: Leonard Trinca

GRANTEE: Anastasia Isles LLC

SALES PRICE: \$650,000

O.R.BK/PAGE: 5961/972

TERMS OF SALE: Cash to Seller

PROPERTY DESCRIPTION

PARCEL #: 170910-0000

LOCATION: Located at the southwest corner of E Street and A1A Beach Blvd., St. Augustine, St. Johns County, Florida 32080.

ZONING/FUTURE LAND USE: Commercial

SITE AREA: 0.23± acres; 10,050± usable SF

UTILITIES: All to the site

SALE ANALYSIS

PRICE PER SF: \$64.68

COMMENTS

This is the sale of a vacant commercial site located on the A1A Beach Blvd. The site is nearly square shaped and contains 10,050± square feet. The site is considered to be entirely usable and has roughly 100.5 feet of frontage along A1A Beach and 100± feet of frontage along E Street.

At the time of sale the site was heavily wooded.

This property was under contract at \$500,000 in 2022 and subsequently taken off the market. This property closed for \$650,000 in June 2024 and was purchased by a local real estate broker/investor for the development of eight 2-bedroom units for use in their short-term rental pool.

All site dimensions were taken from the St. Johns County Property Appraiser.

Confirmed with: Rich O' Brien (Listing Agent)

LAND SALE NO. 5**TRANSACTION DATA**

DATE: 8/5/22

GRANTOR: HVG Properties LLC

GRANTEE: Ginn & Patrou Holdings LLC

SALES PRICE: \$1,800,000

O.R.BK/PAGE: 5614/64

TERMS OF SALE: Cash to seller

PROPERTY DESCRIPTION

PARCEL # 169240-0010

LOCATION: Located between 4th and 5th Street, on the west side of A1A Beach Blvd. The address is 621 A1A Beach Blvd., St. Augustine, FL 32080.

ZONING/LAND USE: Commercial

SITE AREA: 29,185± SF or 0.67± acres

UTILITIES: All to the site

SALE ANALYSIS

PRICE PER SF: \$61.68

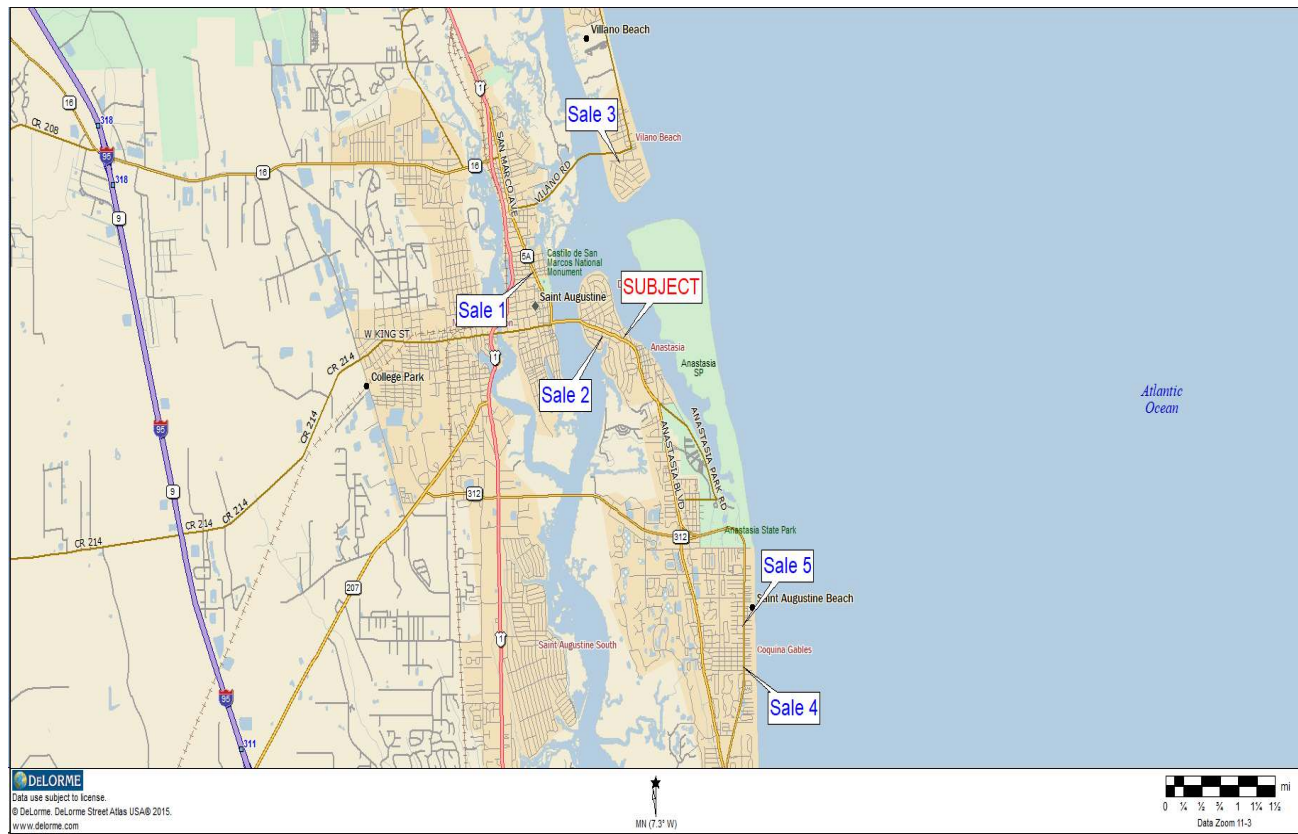
COMMENTS

This was the sale of the vacant commercial site (consisting of 6 lots) located between 4th and 5th Street, on the west side of A1A Beach Blvd. The site contains 29,185± square feet and is entirely usable. The site was completely cleared at the time of sale.

Reportedly, the grantor purchased the site (which included additional lots) in August 2020 and was conditionally approved for 20,000 square feet of office/retail space, which would include 77 parking spaces. The grantor then broke out some of the lots and resold them roughly two years later. The grantee purchased the site for future commercial development including constructing an office for their law firm.

Confirmed with: Scott Patrou - Grantee

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
Sale Date		05/05/22	12/18/23	06/23/21	06/04/24	08/05/22
Sale Price		\$2,150,000	\$750,000	\$6,415,000	\$650,000	\$1,800,000
Property Data						
Site Size	55,321	20,918	10,000	150,282	10,050	29,185
Zoning	CL-2	CL-2	CL-1	TCMU	Comm	Comm
Land Use	CL	CL	CL	TCMU	Comm	Comm
Sale Price Per SF		\$102.78	\$75.00	\$42.69	\$64.68	\$61.68

These sales were analyzed on a price per square foot basis and ranged in time from June 2021 to June 2024. The sales ranged in size from 10,000 to 150,282 usable square feet.

The unit value considered most appropriate and referred to in this analysis is the price per square foot. 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 Appraised

The Subject's fee simple interest is being appraised. All sales transferred with the fee simple interest, thus no adjustment was required.

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 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 2024 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.

As further support for our market condition adjustment we have compared Sale 4 and the adjacent lot to the south Parcel # 170910-0000, which are identical adjacent parcels. Parcel 170910-0000, sold in June of 2023 for \$599,000. Sale 4 sold in June of 2024 for \$650,000. The indicated appreciation between the two sales was 8.51% over the 11.5 $\pm$ months.

Sales occurring since the first sale are considered inferior to current activity and have been adjusted upward at a rate of 7% per year (0.58% per month). All sales required upward adjustment for market conditions.

Location/Site Prominence

Sale 1 had a superior location along San Marco Avenue in the highly pedestrian trafficked area known as "Uptown". Therefore, a downward adjustment was made to this sale.

Sale 2 was located one lot south of Anastasia Blvd., and did not have any highway frontage. Therefore, this sale was considered to be inferior as compared to the Subject's location, and required an upward adjustment.

Sale 3 was located along Vilano Road in the Vilano Beach area. This location had noticeably less traffic volume, and was considered to be inferior as compared to the Subject's location overall.

Sales 4 and 5 were located along A1A Beach Blvd. within the main commercial stretch of St. Augustine Beach between the Pier and F Street., and were considered to be similar as compared to the Subject in this aspect.

Site Size

The comparables ranged in size from 10,000 to 150,282 usable square feet. Based upon the economies of scale, smaller sites tend to sell for a higher price per square foot than larger sites, considering all other characteristics are equal. The sales were adjusted accordingly based on their size differences as compared to the Subject.

Parcel Shape/Road Frontage

All of the sales were considered to be similar as compared to the Subject in this aspect.

Access

The Subject has access from three roadways. All of the comparables were considered to have similar access as compared to the Subject, and no adjustments were required.

Zoning/Development Potential

All of the comparables had similar zonings and/or land uses as the Subject, and required no adjustments.

Miscellaneous Adjustments

No other adjustments were required.

Conclusion - As vacant

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 \$52.78 to \$83.82 per usable square foot, with the average price being \$68.86 per square foot, and the median price being \$70.88 per square foot.

Therefore, based on the above sales comparables, it is our opinion that the Market Value of the Subject Excess land parcel is \$70.00 per usable square foot calculated as follows:

SIZE SF		PRICE PER SF	INDICATED VALUE
55,321	@	\$70.00	\$3,872,470, \$3,870,000 Rd.

COMPARABLE LAND SALES ADJUSTMENT CHART						
Sale No.	Subject	1	2	3	4	5
Sale Date		05/05/22	12/18/23	06/23/21	06/04/24	08/05/22
Sale Price		\$2,150,000	\$750,000	\$6,415,000	\$650,000	\$1,800,000
Property Data						
Site Size	55,321	20,918	10,000	150,282	10,050	29,185
Zoning	CL-2	CL-2	CL-1	TCMU	Comm	Comm
Land Use	CL	CL	CL	TCMU	Comm	Comm
Sale Price Per SF		\$102.78	\$75.00	\$42.69	\$64.68	\$61.68
Property Rights Conveyed		0.00%	0.00%	0.00%	0.00%	0.00%
Financing		0.00%	0.00%	0.00%	0.00%	0.00%
Conditions of Sale		0.00%	0.00%	0.00%	0.00%	0.00%
Market Condition Adjustment		16.50%	5.00%	23.00%	2.00%	15.00%
Adjusted Unit Price Range		\$119.74	\$78.75	\$52.50	\$65.97	\$70.93
Physical Adjustments						
Location/Site Prominence		-20.00%	10.00%	5.00%	0.00%	0.00%
Site Size		-10.00%	-20.00%	30.00%	-20.00%	-7.00%
Access		0.00%	0.00%	0.00%	0.00%	0.00%
Site Utility/Shape		0.00%	0.00%	0.00%	0.00%	0.00%
Zoning/Development Potential		0.00%	0.00%	0.00%	0.00%	0.00%
Miscellaneous		0.00%	0.00%	0.00%	0.00%	0.00%
Total Adjustment		-30.00%	-10.00%	35.00%	-20.00%	-7.00%
Adjusted Price Per SF		\$83.82	\$70.88	\$70.88	\$52.78	\$65.96
Avg. adjusted price Usable SF	\$68.86					
Med. Adjusted price Usable SF	\$70.88					

SALES COMPARISON APPROACH - As Improved

The Sales Comparison Approach is a method of valuation in which comparisons of recently sold similar properties are made to the Subject Property. This approach is based on the Principal of Substitution, which presumes that a prudent purchaser would not pay more for a property than the cost to acquire similar properties which have sold in the competing marketplace.

This approach is a systematic procedure. The first steps are to locate and verify sales, listings and offerings of properties similar to the Subject Property in terms of physical, financial and transactional characteristics. The next step includes the selection of relevant units of comparison (e.g. price per square foot, price per room, effective gross income multipliers) and developing a comparative analysis for each unit. The selected sale properties are then compared to the Subject and adjustments are made to the sale price of each comparable. Finally, the various value indications are reconciled into a single value indication or range of values.

Typically, the most common "unit of comparison" when comparing sales of retail buildings is the price per square foot. In using the price per square foot unit of comparison, appropriate adjustments were made for dissimilarities between the comparables and the Subject.

Our sales search indicated many differences in physical and locational characteristics between the comparables and the Subject. Because of the large number of differences associated with the comparable sales, the ability to accurately isolate differences in order to "pair sales" is diminished. As a result, the unit value adjustments are qualitative in nature.

Research for this assignment revealed numerous sales to value the Subject Property as is. The sales outlined below were chosen as reflecting the greatest comparability to the Subject. Individual sales data sheets for the sales are presented on the following pages, followed by a location map and improved sales summary.

IMPROVED SALE NO. 1**Transaction Data**

Location: Southwest corner of A1A Beach Blvd. and 13th Street, St. Augustine Beach, Fl. The site address is 461 A1A Beach blvd., St. Augustine Beach, FL 32080.

O.R. Book: 5413/110

Date: 11/4/2021

Grantor: Lumpkin Family Rev. Living Trust

Grantee: GP 461 LLC

Sales Price: \$837,500

Terms of Sale: Cash to seller

Property Description

Land Area (Acres): 9,300 square feet

Building Area: 1,283± square feet

Description of Improvements: One-story office building constructed of a wood frame with stucco siding. The building was constructed in 1996 and is in good condition for its age.

Economic Indicators

Price Per Sq. Ft. (Rentable): \$652.77
Land to building Ratio: 7.25:1

COMMENTS

Tax ID numbers 167390-0000

This is the sale of the office building located along A1A Beach Blvd., within St. Augustine Beach. The site is improved with a one-story, single tenant office building containing 1,283± square feet. There is also a 144± square foot covered canopy at the rear of the building, as well as awnings along the front and north side. It was constructed of a wood frame with stucco siding in 1996. The building had been 100% owner occupied, but the seller has relocated to a larger building. An estimated \$55,000 was recently put into renovations on the building which include a new roof and exterior siding. The improvements are considered to be in good condition for their age.

This property had a 10± marked parking spaces which equates to approximately 1 space for every 128 square feet of building area, which is above average for a typical office building.

Also, the eastern most portion of the subject's asphalt paved parking lot which contains 7 marked parking spots is located upon land that is actually in the public right-of-way. Even though this land is not a part of the subject's site, the subject has been the primary beneficiary of this parking area since its construction in 1996.

This building was being used as a Real Estate Office at the time of sale. It is being purchased for use as Mayday Ice Cream, who will be leasing the property upon purchase. The buyers reportedly had a lease agreement in place with the future tenant prior to purchase.

It was listed on the market for sale for \$950,000 on 7/13/2021.

This property previously sold for \$525,000 on 8/1/2016.

Confirmed with: Grantee

IMPROVED SALE NO. 2**Transaction Data**

Location:	Located on the east side of A1A S., just northwest of Old Beach Road. The address is 1812 A1A S., St. Augustine, FL 32080.
O.R. Book:	5719/269
Date:	3/3/2023
Grantor:	Meraki Development LLC
Grantee:	HVG Properties LLC
Sales Price:	\$1,950,000
FF&E & Inventory:	<u>\$100,000</u>
Effective Price:	\$1,850,000
Terms of Sale:	Cash to seller

Property Description

Land Area (Acres):	1.37 $\pm$ acres or 59,677 $\pm$ square feet
Building Area:	3,200 $\pm$ SF
Description of Improvements:	One story, single tenant retail building that was constructed in 1976 of a steel frame. The improvements were in good condition for their age.

Economic Indicators

Overall Price Per Sq. Ft.:	\$609.38
Effective Price Per Sq. Ft.:	\$578.13
Land to Bldg. Ratio:	18.65:1

COMMENTS

Parcel # 166020-0000

The Subject building was constructed in 1976 of a steel frame, and contains 3,200± square feet of total area. The building is in good condition as it was recently renovated, and is currently being used as a retail store. The building is designed with a large open retail area, dining area with takeout windows where ice cream is currently sold, food prep area, office, storage area, and two restrooms.

According to the Costs provided to us by the seller, a reported \$212,000± was spent on the renovations after it was purchased in January of 2022.

There was FF&E included which reportedly cost \$29,113 new (excludes food trailer). Also, there is expected to be between \$50,000 to \$70,0000 worth of store inventory remaining at the time of sale (\$114,177 cost new), that was included in the sale of the real property, i.e. the land and building improvements. Therefore, we have deducted an estimated \$100,000 for the included FF&E and inventory items from the total sales price of \$1,950,000 in order to arrive at an effective sales price of \$1,850,000 for the real estate only.

The site is irregular shaped and contains approximately 59,677± square feet and has 299± feet of frontage along the east side of A1A South. All sizes and measurements are according to the St. Johns County Property Appraisers website and GIS Map and are subject to a survey.

A full title abstract was not provided for this assignment, but it appears that an access easement runs along the northern border which connects Ponce de Leon Street with A1A South.

Confirmed with: Grantor & past appraisal

IMPROVED SALE NO. 3**Transaction Data**

Location: Located on the west side of A1A S., north of Ocean Trace Road. The address is 3945 A1A South, St. Augustine Beach, Florida 32080.

O.R. Book: 5439/863

Date: 12/3/2021

Grantor: Llamaface LLC

Grantee: Wdestate 6 LLC

Sales Price: \$3,000,000

Renovation Costs: \$500,000

Effective Price: \$3,500,000

Terms of Sale: Cash to seller

Property Description

Land Area: 1.094± acres or 47,656± square feet

Building Area: 5,296± square feet; plus a 1,132± square foot covered outside dining area.

Description of Improvements: One-story restaurant that was constructed in 1988 of masonry frame with a mixture of brick veneer and stucco exterior. The building is in good condition for its age.

Economic Indicators

Price Per Sq. Ft.:	\$566.47
Eff. Price Per Sq. Ft.:	\$660.88
Land to Building Ratio:	9.00:1

Comments

Parcel # 174485-0030 & 174485-0100

The property is improved with a 5,296± square foot, one-story restaurant building, with an additional 1,132± square foot covered outside dining area which is concrete paved. There is also an outdoor dining patio area that was not covered, and this area was not included in our gross building area calculations. Before the time of sale, the building had been owner occupied since it was built.

The building was constructed in 1988 of concrete masonry frame with a mixture of brick veneer and stucco exterior. The inside area of the building seats approximately 200±, including bar seating. The outside area seats approximately 93±, including bar seating and uncovered patio areas. The building is in good condition for its age.

Site improvements include a concrete paved parking lot containing 42± marked parking spaces, including 2 handicap spaces, street signage and minimal landscaping. There is also a 3' high concrete block wall that encloses both the covered and non-covered outdoor patio area.

The building was purchased for use as a medical marijuana dispensary. The building had been listed for a number of years but was never actively marketed.

Confirmed with: Grantor (Alex Zaharia)

IMPROVED SALE 4**Transaction Data**

Location: Located along the east side of A1A South, one lot south of Pope Road. The address is 103 Anastasia Blvd., City of St. Augustine, St. Johns County, Florida 32080.

O.R. Book: 5843/595

Date: 9/26/2023

Grantor: L & L Pirton Inc.

Grantee: A1A Vita LLC

Sales Price: \$2,100,000

Terms of Sale: Cash to seller

Property Description

Parcel #: 162780-0000

Land: 48,352± square feet, or 1.11± acres

Building Area: 2,690± SF

Description of Improvements: The improvements consists of a one-story, fast food restaurant building that was constructed in 1988 of a masonry frame with stucco exterior. The improvements are in average condition for their age.

Economic Indicators

Price Per Sq. Ft.: \$780.67
Land to building Ratio: 17.97:1

COMMENTS

This was the sale of a one-story fast food restaurant building that was formerly occupied by Wendy's. The building was constructed in 1988 of a masonry frame with stucco siding, and had a built-up roofing system.

The site improvements included a drive-thru lane with display menu, asphalt parking lot with 38+ marked parking spaces and pole lighting, average landscaping for the area, and a large metal road front display sign. Retention was on site.

The property was purchased for future retail use and possible additions being added.

IMPROVED SALE NO. 5

Before Renovations



After Renovations

Transaction Data

Location: East side of A1A S., just south of Madrid Street. The address is 3570 A1A S., St. Augustine, FL 32080.

O.R. Book: 5675/1226

Date: 11/29/2022

Grantor: Visio Clara LLC

Grantee: Ancient City Acquisitions LLC

Sales Price: \$1,950,000

Renovation Costs: \$500,000

Effective Price: \$2,450,000

Terms of Sale: Cash to seller

Property Description

Land Area: 64,469± square feet

Building Area: 3,872± square feet

Description of Improvements: One-story former bank building that was constructed in 2005 of a masonry frame with stucco and brick veneer exterior. The building is in good condition for its age.

Economic Indicators

Eff. Price Per Sq. Ft.:	\$632.75
Land to Building Ratio:	16.65:1

Comments

Parcel # 172690-0400

This is the sale of a former bank branch building that was constructed in 2005 of a masonry frame and is in good condition for its age. There was a four lane covered drive thru containing 884± square feet which was inclosed as part of the renovations project, bringing the gross building area to 3,872 square feet.

Site improvements include an asphalt paved parking lot with 26± marked parking spaces and average landscaping.

The building has since been converted for use as a real estate office with the buyer spending a reported \$500,000 on renovations. This included converting the covered drive-thru area into additional finished office space.

The property previously sold roughly 1 year prior to this more recent sale. At the time there was a 12 month bank restriction. The property was purchased with the intent to build a medical marijuana dispensary but this plan was never executed, and the building has since resold. This previous sale was for \$1,700,000 or \$568.94 per square foot.

The difference in price over the 1 year period between sales from November 2021 and November 2022 represent an increase of approximately 14.71%, before renovations.

Confirmed with: Bob Buckmaster - Selling Broker

IMPROVED SALE NO. 6**Transaction Data**

Location: Northwest corner of N. Ponce de Leon Blvd and Pacific Street. The property address is 2501 N. Ponce de Leon Blvd, St. Augustine, St. Johns County, Florida 320864.

O.R. Book: 5963/1040

Date: 6/5/2024

Grantor: Joyce Herr Simmons Living Trust

Grantee: Oasis Outdoors of NE FL LLC

Sales Price: \$750,000

Terms of Sale: Cash to seller

Property Description

Land Area: 16,117 square feet

Building Area: 1,156± square feet

Description of Improvements: One-story, retail building containing 1,156± square feet. The building was constructed in 1978 of a masonry frame with stucco siding. The improvements are in average condition for their age.

Economic Indicators

Price Per Sq.Ft.:	\$648.79
Land to Building Ratio:	13.94:1

COMMENTS

Parcel # 156790-0000

The existing improvements consists of a freestanding retail building containing 1,156± square feet. The building was constructed in 1978 of a masonry frame with stucco siding. The improvements are in average condition for their age. The building is designed with a large open retail area with a counter and a restroom.

The site has a quadrilateral shape that contains approximately 16,117± square feet or 0.37± acres. The site has 119± feet of frontage along the west side of N. Ponce De Leon Blvd., and 190± feet of frontage along the north side of Pacific. All sizes are according to the St. Johns County Property Appraisers website and are subject to a survey.

Site improvements include average landscaping, road front display sign, a concrete sidewalk, and an asphalt paved parking lot that contains 14± marked spaces including one handicapped space. There is some chainlink fencing at the rear of the building.

At the time of sale the building was 100% occupied by a single tenant, and was purchased by the tenant for owner occupancy.

Confirmed with: Grantor & past appraisal

IMPROVED SALE NO. 7**Transaction Data**

Location: West side of US Highway 1 S., approximately 500 feet south of Wildwood Drive. The address is 4285 US Highway 1 S., St. Augustine, FL 32086.

O.R. Book: 6003/1352

Date: 8/14/2024

Grantor: Wells Fargo Bank N/A

Grantee: Moultrie Land Trust

Sales Price: \$1,650,000

Terms of Sale: Cash to seller

Property Description

Land Area: 37,462± square feet

Building Area: 3,356± square feet

Description of Improvements: One-story, bank building that was constructed in 1988 of a masonry frame with stucco exterior, and a built up roofing system. The building was in average condition for its age.

Economic Indicators

Price Per Sq. Ft.:	\$491.66
Land to Building Ratio:	11.16:1

Comments

Parcel # 185137-0020

This is the sale of a former bank branch building that was constructed in 1988 of a masonry frame and is in average condition for its age. There was a four lane covered drive thru containing 1,354± square feet (not included in building square footage).

Site improvements include an asphalt paved parking lot with 29± marked parking spaces and average landscaping.

This building was purchased in order to be renovated for future retail use.

Discussion of Improved Sales

In order to provide our opinion of the Market Value of the Subject Property, via the Sales Comparison Approach, a search of the public records was made. It should be noted that the Subject was originally designed as a branch bank with a drive-thru, which is a special use type property, and was also constructed on a site that was considered to be well above average based on the size of the building improvements. Since the number of branch bank sales in the Subject's market area were few and far between, we have also relied on other retail type uses that also had above average land-to-building ratios. As can be seen on the following chart, the seven sales which were considered the most comparable to the Subject, were analyzed.

Sale No.	Subject	1	2	3	4	5	6	7
Sale Date		11/04/21	03/03/23	12/03/21	09/26/23	11/29/22	06/05/24	08/14/24
Sale Price		\$837,500	\$1,850,000	\$3,500,000	\$2,100,000	\$2,450,000	\$750,000	\$1,650,000
Physical Characteristics								
Year Built	1971	1996	1976	1988	1988	2005	1978	1988
Site Size	55,321	9,300	59,677	47,656	48,352	64,469	16,117	37,462
Land to Building Ratio	14.41	7.25	18.65	9.00	17.97	16.65	13.94	11.16
Effective Age at Sale	8	10	15	5	10	4	15	15
Rentable Building Area (SF)	3,840	1,283	3,200	5,296	2,690	3,872	1,156	3,356
Construction	Block	Wood	Steel	Block	Block	Block	Block	Block
Sale Price PSF		\$652.77	\$578.13	\$660.88	\$780.67	\$632.75	\$648.79	\$491.66

The above sales occurred between November 2021 and August 2024. The buildings ranged in size from 1,156 to 5,296 square feet, and in value per square foot of building improvements from \$491.66 to \$780.67. Such dissimilarities as financing, market conditions, location, building size, land to building ratio, quality of improvements, age and condition were considered as a basis for adjustments. These items are discussed in detail below.

Property Rights Conveyed

The Subject's fee simple interest is being appraised. All sales transferred with either the fee simple or leased fee interest. Since the leased fee interest sales were considered to be insignificantly varied from the fee simple interest, no adjustment was required.

Adjustment for Financing

All of the comparables had conventional financing, or financing that did not impact their sales price; therefore, no adjustments were made nor any cash equivalencies performed on these comparable sales.

Condition of Sale

All of the sales were arms length and did not require any adjustments.

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.

As further support for our market condition adjustment we have compared the two most recent sales transactions of comparable Sale 5. As noted, Sale 5 sold in November of 2021 for \$1,700,000, and then again in November of 2022 for \$1,950,000. The difference in price over the 1 year period between sales of this same property represent an increase of approximately 14.71%, before renovations.

Therefore, sales occurring since the first sale are considered inferior to current activity and have been adjusted upward at a rate of 7% per year (0.58% per month). All sales required upward adjustment for market conditions.

Age/Condition

All of the comparables were built at various times ranging from 1976 to 2005 and were considered to be in different age/conditions. As noted, the Subject building was recently extensively renovated, and was considered to be in good condition. We have estimated the effective age of the Subject to be roughly 8 years now that the renovations are completed. In this analysis, we have adjusted the comparables at a rate of 1.5% per year for each year difference in effective age as compared to the Subject.

Location/Site Prominence

The Subject is located along Anastasia Blvd., approximately 1 mile east of the main historical area of Downtown St. Augustine.

Sale 1 was located along A1A Beach Blvd. in St. Augustine Beach, just south of the pier, and one block west of the beach. This location was considered to be similar as compared to the Subject.

Sale 2 was located on east side of A1A South, just northwest of the St. Augustine Beach area. While it is located along a main commercial thoroughfare, it is located between downtown St. Augustine and St. Augustine Beach, and is not really a designation type location. Therefore, this location was considered to be inferior, and required an upward adjustment.

Sale 3 was located west side of A1A S., north of Ocean Trace Road, in the St. Augustine Beach area. This location was considered to be similar to the Subject.

Sale 4 was located along A1A South, in the City of St. Augustine Beach. This location along A1A South was considered to be similar to the Subject.

Sale 5 was located along A1A South, in the City of St. Augustine Beach. This stretch of A1A was considered to be inferior to the Subject, requiring an upward adjustment.

Sale 6 was located along N. Ponce De Leon Blvd. (US Highway 1), in the City of St. Augustine. This location was considered to be similar to the Subject.

Sale 7 was located along US Highway 1 S., just south of Moultrie Creek, and was an outparcel to a Publix shopping plaza. However, this sales overall location was considered to be inferior as compared to the Subject's, and required an upward adjustment.

Building Size

The comparables ranged in size from 1,156 to 5,296 square feet of gross building area. Based upon the economies of scale, smaller buildings tend to sale for higher unit prices than larger buildings, considering all other characteristics are equal. Smaller buildings are typically adjusted downward and larger buildings are typically adjusted upward. The sales were adjusted accordingly based on their size differences with the Subject.

Construction Quality

As noted, the Subject was constructed of a masonry frame with stucco siding. Sale 1 was constructed of wood frames with stucco siding and required an upwards adjustments for is inferior construction quality, while Sale 2 was constructed of a steel frame with metal siding and also required an upward adjustment. The remaining sales were similar to the Subject in regards to construction quality and no further adjustments were required.

Interior Finish

The Subject is currently finished out with a large open retail area at the front with good quality finishes, tray ceilings, above average lighting. The remainder of the building is finished with an average quality office finish with a work area for fixing/designing jewelry.

Sale 1 had an average quality office finish and was converted to retail use by the tenant. This sale required an upward adjustment for interior finish.

Sales 2 and 6 were designed as retail stores with large open store fronts and had average quality finishes. These two sales were considered to be slightly inferior as compared to the Subject in this aspect, and required upward adjustments.

Sale 4 was a fast food restaurant which had been gutted and was purchased for future retail use. This sale required an upward adjustment for interior finish.

Sale 7 was a former bank building that was purchased for future retail use. This sale required an upward adjustment for interior finish.

The remaining sales had the cost of the interior remodeling included in the effective sales price and were considered to be similar as compared to the Subject.

Land to Building Ratio/Parking

The Subject site contained 55,321± square feet, which equates to a land to building ratio of 14.41:1, and there appears to be surplus land at the rear of the building to allow for future expansion. Typically there is range above and below a property's land to building ratio where no adjustment would be warranted. The higher the land to building ratio above this range the higher the price paid per square foot and the lower the land to building ratio below this range the lower the price paid per square foot when all other factors are equal. Adjustments for land to building ratio can be tempered by such factors as whether a site has on-site or off-site retention, how the building is placed on the site, or if there are offsite improvements available.

Sales 1, 3 and 7 had inferior land to building ratios as compared to the Subject, and were adjusted upwards accordingly. Sales 2 and 5 had superior land to building ratios, and were adjusted downwards accordingly. It should be noted that while Sale 4 had a larger land to building ratio as compared to the Subject, it also had on site retention while the Subject did not. Therefore, these factors were considered to be off setting, and no adjustment was required. The remaining sales were considered to be similar as compared to the Subject in this aspect.

Miscellaneous

As mentioned previously, there is 1,260± square foot finished canopy at the rear of the building, which was previously used as a cover for the drive-thru area when the Subject building operated as a bank. This was considered to be a superior feature that Sales 1, 2, 4, 5, and 6 did not possess. Therefore, these sales were adjusted upwards accordingly.

No other adjustments were necessary.

Conclusion

The Subject consists of a retail building containing 3,840± square feet, which was constructed upon a 55,321± square foot site. Each sale was compared to the Subject Property in several areas. As can be seen on the following adjustment chart, after adjustments, the sales ranged in price per square foot from \$698.16 to \$943.91 per square foot, with the average price being \$825.00 per square foot and the median price being \$872.67 per square foot.

Therefore, based on the above sales in discussion, and taking into consideration the location, size, land to building ratio, and condition of the Subject, it is our opinion that the indicated value of the Subject's Property via the Sales Comparison Approach is \$870.00 per square foot, calculated as follows:

$$3,840 \text{ square feet @ } \$870.00 \text{ per SF} = \$3,340,800 \text{ or } \mathbf{\$3,340,000 \text{ Rd.}}$$

IMPROVED SALES ADJUSTMENT CHART

Sale No.	Subject	1	2	3	4	5	6	7
Sale Date		11/04/21	03/03/23	12/03/21	09/26/23	11/29/22	06/05/24	08/14/24
Sale Price		\$837,500	\$1,850,000	\$3,500,000	\$2,100,000	\$2,450,000	\$750,000	\$1,650,000
Physical Characteristics								
Year Built	1971	1996	1976	1988	1988	2005	1978	1988
Site Size	55,321	9,300	59,677	47,656	48,352	64,469	16,117	37,462
Land to Building Ratio	14.41	7.25	18.65	9.00	17.97	16.65	13.94	11.16
Effective Age at Sale	8	10	15	5	10	4	15	15
Rentable Building Area (SF)	3,840	1,283	3,200	5,296	2,690	3,872	1,156	3,356
Construction	Block	Wood	Steel	Block	Block	Block	Block	Block
Sale Price PSF		\$652.77	\$578.13	\$660.88	\$780.67	\$632.75	\$648.79	\$491.66
Property Rights Conveyed		0.00%	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%	0.00%
Conditions of Sale		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Total Mkt Condition Adj.		20.00%	11.00%	19.50%	7.00%	12.50%	2.00%	0.50%
Adjusted Unit Price Range		\$783.32	\$641.72	\$789.75	\$835.32	\$711.84	\$661.76	\$494.12
Physical Adjustments								
Age/Condition at Sale		3.00%	10.50%	-4.50%	3.00%	-6.00%	10.50%	10.50%
Location/Site Prominence		0.00%	20.00%	0.00%	0.00%	10.00%	0.00%	20.00%
Building Size		-15.00%	0.00%	5.00%	-5.00%	0.00%	-15.00%	0.00%
Construction Quality		5.00%	5.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Interior Finish		5.00%	5.00%	0.00%	10.00%	0.00%	5.00%	10.00%
Land to Building Ratio		10.00%	-5.00%	10.00%	0.00%	-3.00%	0.00%	5.00%
Miscellaneous		5.00%	5.00%	0.00%	5.00%	5.00%	5.00%	0.00%
Total Adjustment		13.00%	40.50%	10.50%	13.00%	6.00%	5.50%	45.50%
Adjusted Price PSF		\$885.15	\$901.61	\$872.67	\$943.91	\$754.55	\$698.16	\$718.94
Average adjusted price SF	\$825.00							
Median adjusted price SF	\$872.67							

RECONCILIATION

The approaches to value utilized in this valuation process had the following value indications:

	As-Improved	Land Only
Cost Approach	N/A	N/A
Sales Comparison Approach	\$3,340,000	\$3,870,000
Income Approach	N/A	N/A

The Cost Approach and Income Approach were not applicable as per the reasoning set forth in the *Scope of Work*.

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 As improved, and for the Subject assuming it were vacant.

The Income Approach to value was considered and was concluded not to be relevant for this analysis. For this type of real estate (single tenant retail building), it is exhibited in the marketplace that these properties are typically transferred with the anticipation of being a business operation for an owner-user. The owners of this type real estate receive the benefit of ownership, namely, the ability to make changes to the improvements and the receipt of the tax benefits of ownership. This type of real estate is seldom developed for the initial purpose of being an income-producing vehicle or transferred on such a basis. Owner-occupants drive the marketplace and their corresponding values, which tend to be above that which, can be supported by a pure income capitalization approach. As a result, the Income Approach tends to understate the value of this type real estate to its primary market (owner-users). The exclusion of this valuation approach does not weaken the credibility of the final market value opinion concluded.

Conclusion

Based on this analysis, and giving most weight to the Sales Comparison Approach analysis assuming the Subject site were vacant, it is our opinion that the Market Value of the Fee Simple Interest in the Subject Property, as of September 24, 2024, is:

THREE MILLION EIGHT HUNDRED THOUSAND DOLLARS
(\$3,800,000)

ADDENDA

Appraiser Qualifications

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

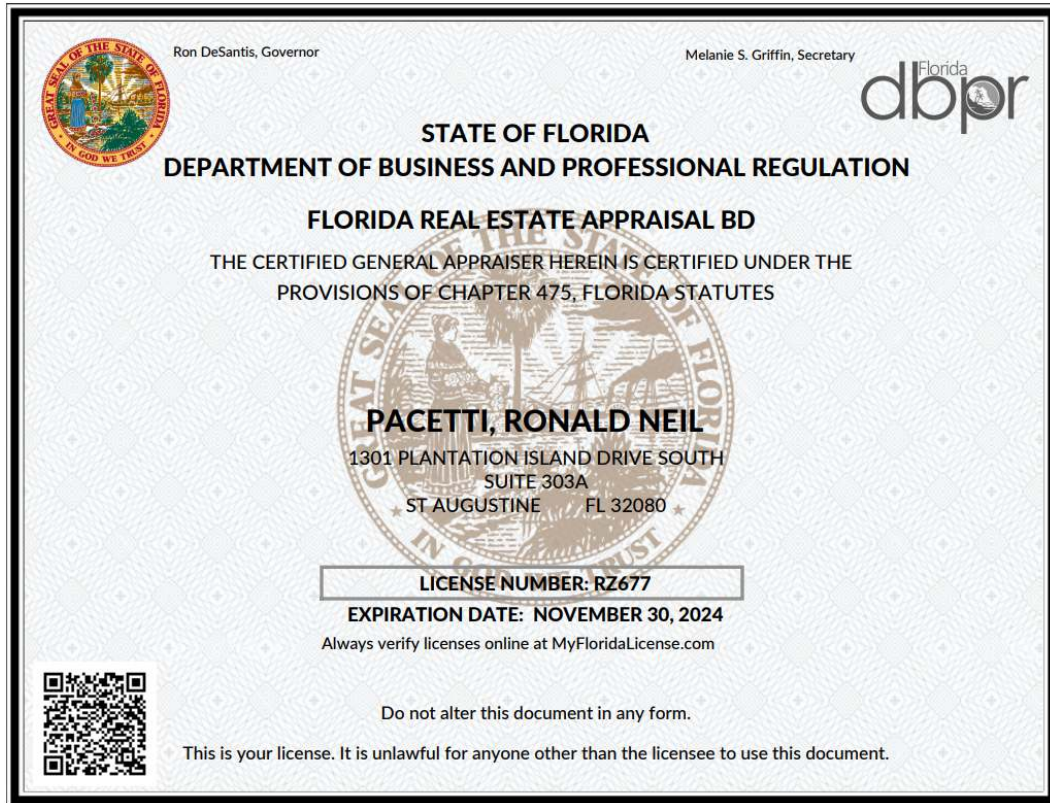
Staff Researcher, Pacetti Appraisal Services Inc., May, 2011 to November, 2012.
Staff Appraiser, Pacetti Appraisal Services Inc., November, 2012 to present.

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



Proposed Fire Station No. 2 at 500 Anastasia Blvd



Selected Site Analysis

- Total Site Area: 1.27 acres
- Access from Comares Ave, Moultrie Pl and Anastasia Blvd
- Flood Zone AE, Base Flood Elevation 7-ft, NAVD
- Zoning is Commercial , CL-2
- Located within the Anastasia Blvd Entry Corridor and subject to its Design Standards

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: October 31, 2024

RE: **Status Report Regarding the 2014 Vision Plan Update - Staff Presentation**

As you are aware, the city engaged the Northeast Florida Regional Council (NEFRC) to help us update the 2014 Vision Plan. Since the August City Commission meeting several workshops around the city have been held to garner as much input as possible related to the Vision to determine the areas that need updating. Additionally, at each of the citizen board meetings in September staff informed the boards and the public of the upcoming project and process.

The first three (3) Public Workshops have had the highest turnout. They were held at the St. Johns County Main Library, September 12th, St. Augustine Yacht Club, September 16th, and at the Galimore Center, October 2nd. The last two (2) meetings were held at The Waterworks building and on West King Street respectively. These meetings were not as well attended; however, the participants were very engaged and provided feedback.

At each meeting the attendees have been asked to participate in a PowerPoint presentation with built in participation questions related to demographic information and the subject under discussion. If attendees prefer to participate by taking a paper survey that option has also been available at each meeting. The first meeting was a general introduction to the update process and each subsequent meeting discussed a specific theme, such as Sustainability and Resiliency, Vitality and Livability, and Character and Authenticity. The meetings have also encouraged attendees to participate in "breakout" discussions to document specific concerns and preferences. Print outs of the information garnered from these meetings is attached for your review. Included are the questions and answers from the formal presentation as well as a listing of comments from the "breakout" sessions.

Participants have tended to be older, retired, and homeowners. They have attended from all areas of the city even newer subdivisions. Mostly fulltime and longer-term residents. Obviously, the attendees at these meetings represent a limited sampling of opinions.

Therefore, the city has also launched an online survey to provide more opportunity for the public to participate and provide input into this update process. The survey opened on Friday, October 25th and will remain available to participate until Sunday, December 22nd. As of Wednesday, October 30th **320** people have already taken the survey.

The feedback from the Public Workshops so far prioritizes certain concepts. This information will get collated with the survey results to ultimately provide direction for the Vision update.

But so far:

- The principle of balance remains important.
- The four (4) 2014 Vision strategies ranked as Vitality, Authenticity, Character, and Livability respectively remain key components of the Vision.
- The city should prioritize protecting neighborhoods, businesses, cultural and historic resources and the natural environment.
- Economic objectives should be prioritized by workforce development first, housing stability, protection of culturally significant economic assets and smart growth principles.
- Priorities for mobility and walkability should be higher density development, easier to drive, complete streets/traffic calming, pedestrian only corridors and more sidewalks, bike paths and trails.
- Priorities for sustainable practices include community gardens, renewable energy, building design, waste reduction, and conservation.
- Priorities for St. Augustine to diversify its economy include developing advanced industries, promoting green technology, investing in workforce development and education, promoting tourism and culture and supporting small businesses, and
- The sense of priorities for the city includes education, residents, recreation and culture, business and tourists/visitors of the choices to rank.

Again, these summary statements represent items from a very small sampling of individuals that have come and participated at our Vision update Public Workshops. This list provides a summary so far and is subject to change based on additional information and feedback.

Additionally, attached for your information and discussion as requested by the Planning and Zoning Board (PZB) is also some baseline demographic information to start to compare then and now information from the United States Census Bureau, Flagler College enrollment and employment, Florida School for the Deaf and Blind (FSDB) enrollment, city Visitor Information Center, and vehicle garage parking numbers, and Tourist Department revenue.

This information provides the city with a snapshot of available information to compare data and to identify trends overtime that may provide insight into the Vision update for the next 10 years. The last Public Workshop is scheduled for Wednesday, November 13th in The Alcazar Room to review the summary material and confirm the direction of the update from the public.

This information will be provided to each of the city's citizen boards and the City Commission at their respective November meetings in preparation for the joint meeting with the Planning and Zoning Board (PZB), the Historic Architectural Review Board (HARB) and the Corridor Review Committee (CRC) on Wednesday, December 11, 2024, at 9:00 am.

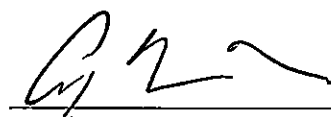
This joint meeting will give the Boards an opportunity to discuss proposed updated language, and hopefully come to a consensus, so that the update can be discussed and approved by the City Commission in January 2025.

The January 2025 timeframe is important to the city as we approach the next required Evaluation and Appraisal Report (EAR) of the city's Comprehensive Plan which is due to the state in December of 2025. The city's Vision Plan sets the tone and direction of the Comprehensive Plan and other important documents such as the city's Strategic Plan.

Also attached is the city's 2014 Vision Plan for your information and a summary of the Vision that was included as a reference for the city's 2040 Comprehensive Plan adopted in 2020.

I hope this provides you with a general status of the project to update the city's 2014 Vision Plan. If you have any questions or you would like to discuss this further, please let me know.

Please place this item on the November 12, 2024, City Commission meeting Agenda as a Staff Presentation.



Amy McClure Skinner, AICP
Director
Planning and Building Department

Attachments:

General Demographic Data and Information
Vision Plan Public Workshop Summaries
Existing 2014 Vision Plan and Summary
Backup Data

Data

United States Census Data - QuickFacts

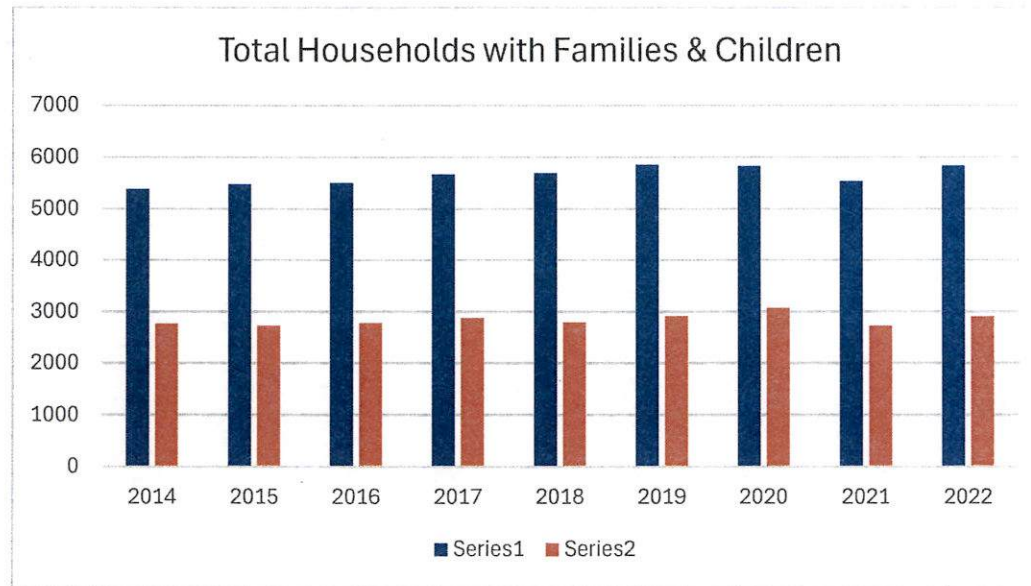
St. Augustine city, Florida

<u>Fact</u>	<u>2010</u>	<u>2020</u>	<u>2023</u>
<u>Population</u>	12,899	14,329	15,596
<u>Age and sex</u>			
Persons under 5	417 (3.2%)		156 (1%)
Persons under 18	1,809 (14%)		1,185 (7.6%)
Persons over 65	2,767 (21.5%)		4,086 (26.2%)
Female, percent	7,165 (55.5%)		8,703 (55.8%)
Male, percent	5,734 (44.5%)		6,893 (44.2%)
<u>Race and Hispanic</u>			
White, alone	12,718 (98.6%)		13,272 (85.1%)
Black or African American, alone			764 (4.9%)
Asian, alone	115 (0.9%)		328 (2.1%)
Two or more races	181 (1.4%)		998 (6.4%)
Hispanic/Latino	541 (4.2%)		1,357 (8.7%)
<u>Characteristics</u>			
Veterans			1,104
Foreign born			1,310 (8.4%)
<u>Housing</u>			
Owner occupied	55.4%		65.9%
Median value	\$250,000		\$355,400
Median monthly costs	\$1,375		\$1,686
Median gross rent			\$1,355
<u>Families & Living Arrangements</u>			
Households	6,831		5,833
Persons per household	1.89		2.24
Living in same house 1 yr ago			74.9%
Language other than English			12.0%

<u>Fact</u>	<u>2010</u>	<u>2020</u>	<u>2023</u>
<u>Computer and Internet</u>			
Households w/computer			94.9%
Households w/broadband			89.5%
<u>Education</u>			
High school graduate	90%		94.2%
Bachelor's degree or higher	38%		42.3%
<u>Health</u>			
With disability under 65			11.2%
Persons w/out health insurance			13.3%
<u>Economy</u>			
In labor force 16+ years	6,418 (49.7%)		8,593 (55.1%)
In labor force female 16+	3,182 (24.7%)		7,970 (51.1%)
Food service sales	191,883 (2012)		301,387(2017)
Total health care revenue	105,092 (2012)		143,098(2017)
Total transportation revenue	36,650 (2012)		41,703 (2017)
Total retail sales	545,501 (2012)		743,879(2017)
Total retail sales per capita	\$42,290		\$51,235
<u>Transportation</u>			
Mean travel time to work	17.1 minutes		20.5 minutes
<u>Income and Poverty</u>			
Median household income	\$45,612 (2016)		\$72,806
Per capita income	\$27,787 (2016)		\$42,903
Persons in poverty	20.4%		12.6%
<u>Businesses</u>			
All employer firms	3,431		1,279
Men-owned employer firms			697
Minority-owned employer firms			141
Nonminority owned			961
Nonveteran owned			1,015
<u>Geography</u>			
Population per sq-mile	1,376	1,505	
Land area in sq-miles	9.43	9.52	

2014	5383	2769
2015	5477	2726
2016	5505	2774
2017	5662	2874
2018	5689	2793
2019	5852	2919
2020	5828	3072
2021	5538	2726
2022	5833	2908

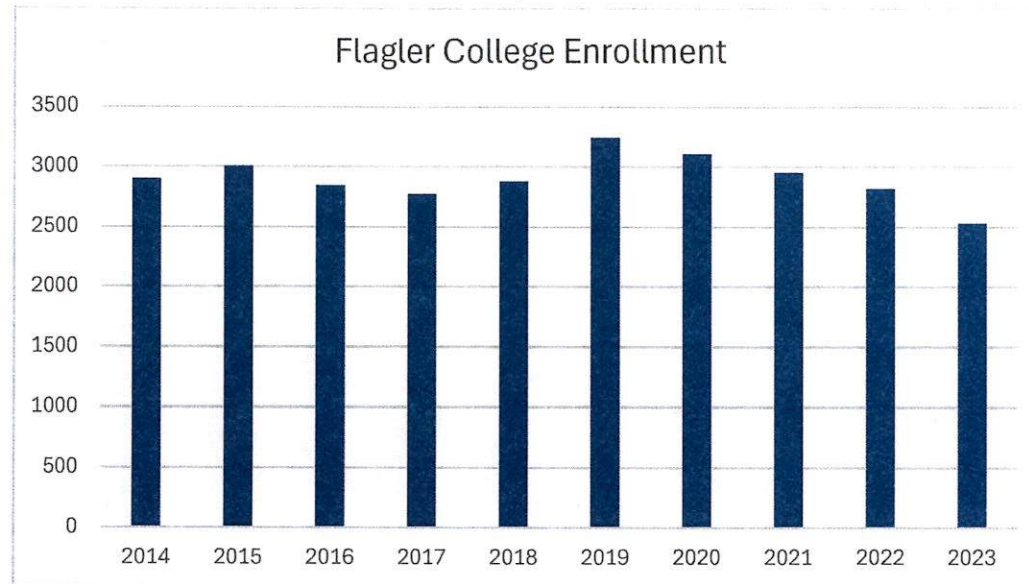
5641 avg 2840 avg



Source: US Census Bureau- American Community Survey

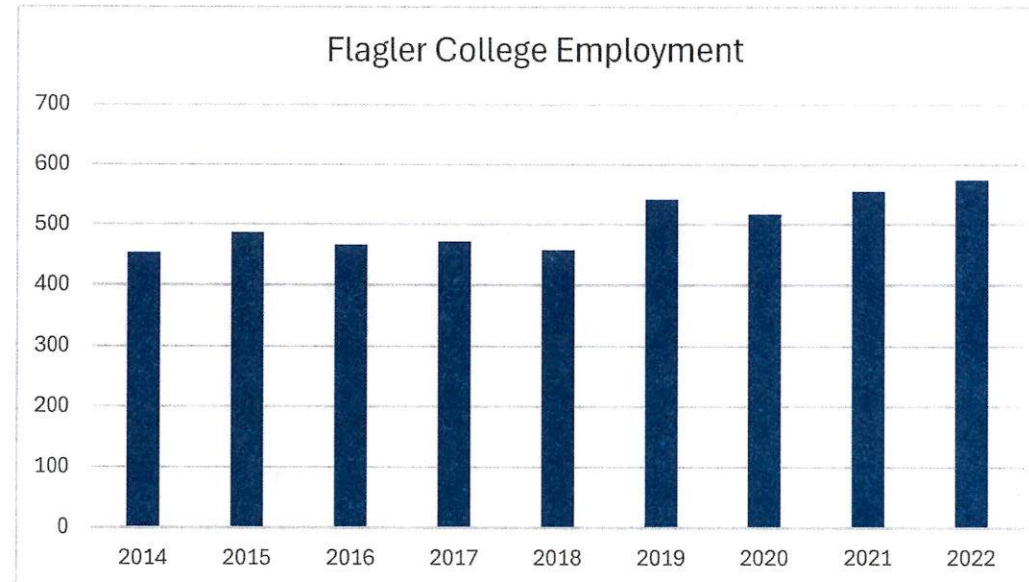
2014	2896
2015	2999
2016	2840
2017	2769
2018	2875
2019	3239
2020	3104
2021	2950
2022	2815
2023	2530

2902 avg



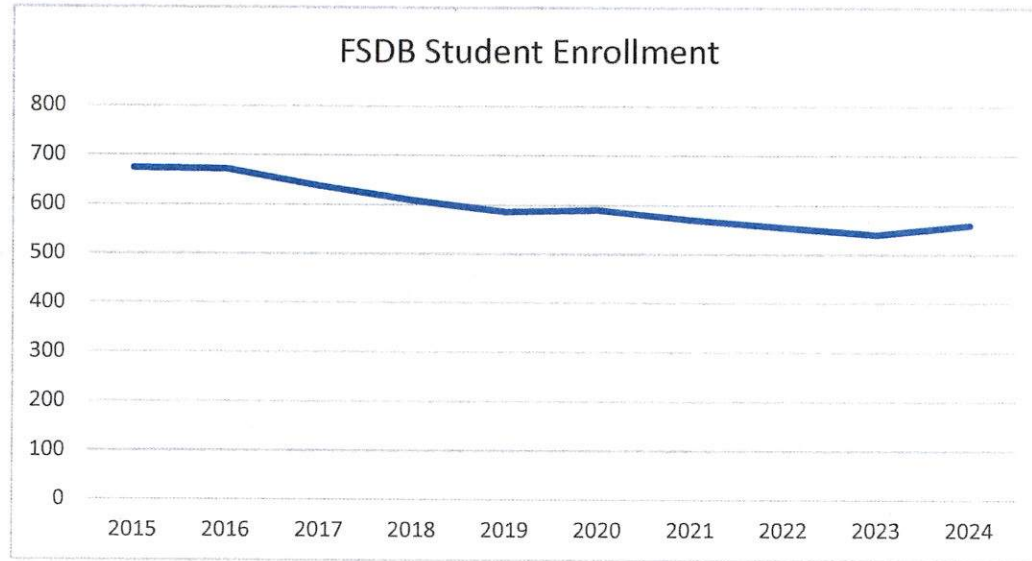
2014	453
2015	486
2016	466
2017	471
2018	457
2019	542
2020	517
2021	555
2022	574

502 avg



2015	673
2016	671
2017	636
2018	608
2019	585
2020	589
2021	569
2022	554
2023	540
2024	558

598 avg



Visitor Information Center (VIC) – Visitation Numbers/Vehicle Parking Count

<u>Year</u>	<u>Total</u>	<u>*Average</u>	<u>Highest Month</u>	<u>Lowest Month</u>	<u>Vehicles Parked</u>	<u>*Average</u>
2009	343,796	28,650	April	October	298,369	24,864
2010	306,026	25,502	July	January	331,678	27,640
2011	412,176	34,348	March	February	352,735	29,395
2012	382,986	31,916	December	August	297,815	24,818
2013	450,051	37,504	March	September	347,854	28,988
2014	466,015	38,835	March	September	372,784	31,065
**2015	507,518	42,293	*December	August	398,458	33,205
2016	518,178	43,182	December	October	414,386	34,532
2017	508,024	42,335	December	September	406,894	33,908
2018	497,417	41,451	December	January	400,321	33,360
2019	529,756	44,146	December	September	419,443	34,954
***2020	390,829	32,569	December	April/May	323,614	26,968
2021	597,699	49,808	December	February	455,998	38,000
2022	633,826	52,819	December	September	509,222	42,435
2023	658,205	54,850	December	September	521,657	43,471
	7,202,502				5,851,228	

480,167 15 yr annual average

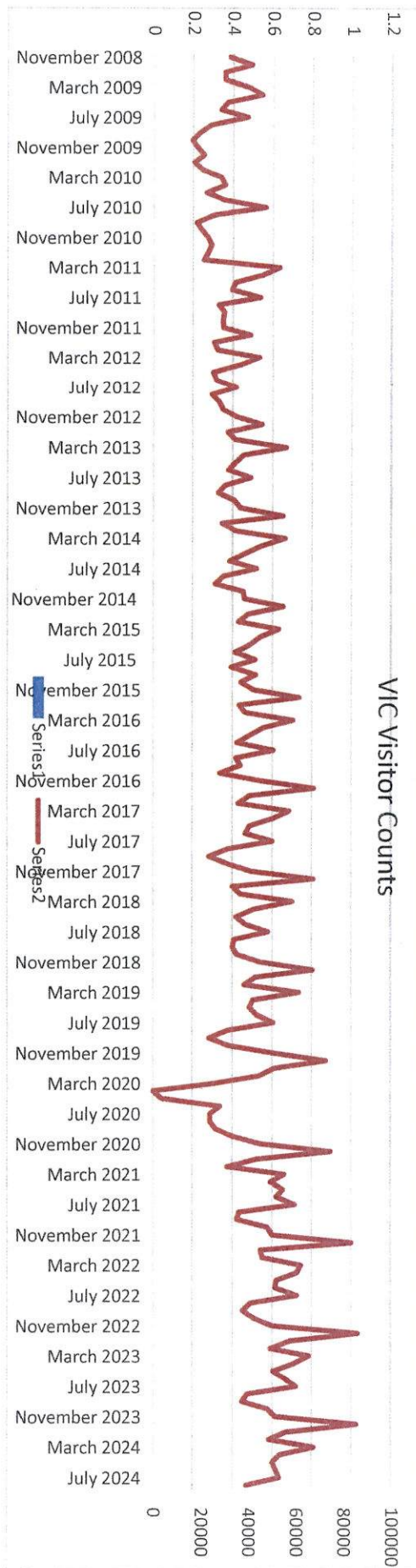
390,082 15 yr annual average

*Monthly average

**City of St. Augustine 450th Celebration

***Covid Pandemic Shutdowns

***Note:** Starting in 2015 through 2023 the highest month for visits to the VIC is December, but the second highest monthly visitation count within this same timeframe except for 2020 (Covid) and 2021 was March. In 2021 the second highest month for visitors to the VIC was July.



Net TDT Revenue to the Tourism Department by Fiscal Year

	FY14	FY15	FY16	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24
October	\$ 509,136	\$ 514,347	\$ 698,904	\$ 550,334	\$ 763,934	\$ 791,701	\$ 748,068	\$ 764,027	\$ 1,433,249	\$ 1,472,774	\$ 1,502,822
November	\$ 498,947	\$ 579,382	\$ 586,391	\$ 639,941	\$ 755,703	\$ 734,460	\$ 828,129	\$ 734,256	\$ 1,411,921	\$ 1,419,713	\$ 1,554,762
December	\$ 505,390	\$ 591,460	\$ 661,923	\$ 717,944	\$ 825,934	\$ 888,565	\$ 964,804	\$ 900,241	\$ 1,848,637	\$ 1,878,754	\$ 2,089,638
January	\$ 516,745	\$ 626,358	\$ 694,843	\$ 680,039	\$ 765,515	\$ 827,594	\$ 904,473	\$ 754,128	\$ 1,339,161	\$ 1,707,915	\$ 1,731,678
February	\$ 670,639	\$ 753,236	\$ 822,038	\$ 867,985	\$ 902,098	\$ 1,004,681	\$ 1,012,638	\$ 950,746	\$ 1,829,297	\$ 1,947,956	\$ 1,994,649
March	\$ 896,659	\$ 1,004,443	\$ 1,113,134	\$ 1,113,824	\$ 1,256,045	\$ 1,435,691	\$ 691,517	\$ 1,479,331	\$ 2,580,026	\$ 2,778,964	\$ 2,903,360
April	\$ 779,200	\$ 908,428	\$ 847,147	\$ 1,012,714	\$ 1,095,414	\$ 1,191,039	\$ 254,852	\$ 1,437,785	\$ 2,337,424	\$ 2,439,606	\$ 2,109,250
May	\$ 811,926	\$ 930,949	\$ 1,000,835	\$ 980,862	\$ 1,006,706	\$ 1,037,134	\$ 424,308	\$ 1,430,279	\$ 1,862,167	\$ 1,899,752	\$ 2,005,957
June	\$ 871,532	\$ 953,672	\$ 991,427	\$ 907,327	\$ 1,145,753	\$ 1,230,856	\$ 988,383	\$ 1,702,388	\$ 2,188,339	\$ 2,263,926	\$ 2,248,389
July	\$ 976,791	\$ 1,057,944	\$ 1,216,382	\$ 1,190,258	\$ 1,247,647	\$ 1,334,808	\$ 1,143,383	\$ 1,954,847	\$ 2,517,580	\$ 2,584,377	\$ 2,413,376
August	\$ 667,456	\$ 717,172	\$ 659,211	\$ 685,034	\$ 783,857	\$ 805,973	\$ 765,057	\$ 1,331,818	\$ 1,515,709	\$ 1,405,773	
September	\$ 457,387	\$ 557,588	\$ 586,244	\$ 558,117	\$ 736,935	\$ 563,578	\$ 708,515	\$ 946,292	\$ 1,336,608	\$ 1,392,580	
Total	\$ 8,161,807	\$ 9,194,979	\$ 9,878,478	\$ 9,904,379	\$ 11,285,541	\$ 11,846,081	\$ 9,434,127	\$ 14,386,139	\$ 22,200,117	\$ 23,192,091	\$ 20,553,881
Per Penny	\$ 2,040,452	\$ 2,298,745	\$ 2,469,619	\$ 2,476,095	\$ 2,821,385	\$ 2,961,520	\$ 2,358,532	\$ 3,596,535	\$ 4,440,023	\$ 4,638,418	
Per Penny Growth	10.6%	12.7%	7.4%	0.3%	13.9%	5.0%	-20.4%	21.4%*	23.5%	4.5%	0.8%

Yellow = Introduction of Category 5 and reallocation of 4% TDT revenue

Green = 5% TDT Levied

*FY21 per penny growth is compared to FY19 per penny growth

Vision Plan Public Workshop Summaries

St. Augustine Vision Plan Survey

12 September 2024

Summarized Results

1. What do you think were the four (4) themes of the 2014 Vision Plan?

- Safe_community Retain_authenticity Vibrant_economy
- Mobility Livable traffic Tourist
- Balance Mobility Tourism
- Mobility Accessibility_to_all
- Mobility
- Livability Mobility Authenticity Character
- Mobility Tourism Community_members
- Livability Vitality Authenticity Character
- Mobility Transportation Green_ways
- Mobility Accessibility Tourism Livability
- Livability Mobility History Residents_vs_neighbor
- sustainability, parking/mobility, tourism, livability
- parking/transportation, quality of life, resilience, accessibility
- livability, vitality, authenticity, character
- livability, vitality, authenticity, character
- livability, vitality, authenticity, character
- traffic, sewer+water
- livability, vitality, authenticity, character

2. What is your age?

- a. 17 and Under - 0
- b. 18 – 34 - 0
- c. 35 – 54 - 1
- d. 55+ - 21

3. What is your employment status?

- a. Retired - 19
- b. Full-Time - 1
- c. Part-Time - 2
- d. Student – 0
- e. Not Currently Employed - 0

4. What is your household income?

- a. Under \$34k - 3
- b. \$35 – 64.9k - 1
- c. \$65 - \$99.9k - 3
- d. \$100 - \$149.9k - 4

- e. \$150 - \$199k - 0
- f. Over \$200k - 2

5. What part of St. Augustine do you live in?

- 1. Ravenswood - 1
- 2. Oyster Creek - 0
- 3. Fort Mose Gardens - 1
- 4. Greater Fullerwood - 1
- 5. Nelmar Terrace - 2
- 6. Magnolia - 0
- 7. Uptown - 1
- 8. Flagler Model Land - 2
- 9. Spanish Quarters - 0
- 10. Lincolnville - 1
- 11. Old City South - 2
- 12. North Davis Shores - 1
- 13. South Davis Shores - 3
- 14. Lighthouse Park - 0
- 15. Different Neighborhood in St. Augustine - 4
- 16. None - I do not live in St. Augustine - 3

6. If your neighborhood was not shown in the previous question, what neighborhood do you live in?

- Madeira
- St Augustine Beach
- South Ponte Vedra
- Abbott Tract
- Whisper Ridge
- Maderia
- The preserve of Anastasia Island, of the edge of St. A.
- Marsh Creek
- Water St.

7. Do you own or rent your home in St. Augustine?

- a. Own - 22
- b. Rent - 0
- c. I don't live in St. Augustine - 0
- d. Prefer not to say - 0

8. How long have you lived in St. Augustine?

- a. 1 year or less - 0

- b. 2-5 years - 2
- c. 6-10 years - 3
- d. 11-15 years - 2
- e. 16+ years - 14
- f. I don't live in St. Augustine - 1

9. What does *livability* mean to you?

- Safe Opportunities
- Respect
- User_friendly
- Flood_control Traffic_flow
- Resident_focused
- Walkability Safety Peaceful
- Residents_rule
- Safety
- Ease
- Friendliness Community Flood_control
- Neighbors
- Sustainable Flood_control
- No_tourists
- safe; walkable and good environments - more concern for resident's issues.
- walkable - not flooded sidewalks
- ability to get around the city + enjoy the cultural offerings, work if needed, diversity, respect, safety, public transportation, affordable housing
- safety
- not sure
- less congested streets! fewer cars and increased public transportation
- traffic flow
- focus on the fact that people live and work here - it is NOT just a tourist town that people visit
- shop_nearby
- No_trolleys
- Sustainable, recycling, clean, safe
- Respect, safety, public transportation, affordable housing
- Accessibility
- Flood control
- Walking
- community

10. Over the next 10 years, should *livability* be a key theme for St. Augustine?

- a. Yes - 19
- b. No - 0
- c. Undecided - 3

11. What does *authenticity* mean to you?

- Genuine
- History
- Not_commercialized
- Honest_local_government
- Historical_accuracy
- Historical_accuracy
- History
- Small
- No_big_brand_stores History Not_disney
- Historical_nature
- Honest Open
- Giving concern for the historical emphasis upon which the City relies based on the interests of tourism.
- city reflects it's rich history & marine life
- real history, cultural diversity, natural areas
- Is what defined as 'historic' service and of relacence to the majority of the community
- not sure - real history - not Disney
- maintaining the city's historical character.
- History
- That the historic resources here are preserved & that we aren't full of fake history to attract tourists
- That is what makes to tourism
- Perserveration
- Not_disney
- "not a tourist trap"
- Honest local government
- A friendly place -- easy to find where you are going
- Preservation
- Local_business
- Not Disney.
- history

12. Over the next 10 years, should *authenticity* be a key theme for St. Augustine?

- a. Yes - 16
- b. No - 2
- c. Undecided - 4

13. What does *character* mean to you?

- Cohesion
- Historic_accuracy
- Small_town Neighborliness
- Unique
- Transparency

- Honesty
- Panache
- Architecture Culinary Landscape
- Mobility
- Forward_thinking Lasting_value
- Blend_in
- Character pretains to originality to me.
- preserve the architecture of the city and if rebuilding or modifying, follow the historical design of city
- Truthfulness in government, historical accuracy
- Are residents and taxpayers first in the minds of the city?
- Unique identity embodied/projected
- Historical accuracy.
- Architecture
- That we are a small southern town with a unique history.
- Authentic
- Like_no_other_town
- Work_for_the_residents
- Small town: less development
- Southern
- Small_town

14. Over the next 10 years, should *character* be a key theme for St. Augustine?

- a. Yes - 19
- b. No - 0
- c. Undecided - 3

15. What does *vitality* mean to you?

- Healthy_Opportunities Healthy_relationships
- Sustainability Local_energy
- Responsible_growth_and_ac
- Activitviez_for_locsls
- Music
- Community_pride
- Thriving
- Music Art Theatre
- Climate_adaptation Resiliency
- Variety_of_food
- Vitality means "of importance" to me.
- desirable, vibrat, local activities, good energy
- Diversity of opportunity, to work + play
- Residents and taxpayers are primary to the city
- vibrant; resilient?
- Livability - not growth

- That is an economically healthy town where its residents want to participate in the activities here.
- Culture
- Lively
- Bike_lanes
- Culture
- Activities for locals. Musical Theatre
- Economically_healthy
- Economic development
- Healthy physical ecosystem

16. Over the next 10 years, should *vitality* be a key theme for St. Augustine?

- a. Yes - 17
- b. No - 0
- c. Undecided - 4

17. Please rank the four themes in order of their importance for the future of St. Augustine.

Average ranking of 1-4:

- Livability: 1.56
- Character: 2.35
- Authenticity: 2.56
- Vitality: 2.94

Saint Augustine Vision Kickoff Meeting – 09-12/2024

Other suggestions regarding outreach

- Need themes for the meetings / advertised/social media/ etc
- Other ways to participate

Public Comments “At Large”

- Flooding
- Aging Infrastructure
- Resiliency and Survivability of the town itself
- Enterprise Zones
- Resiliency
- Livability – should be currently focused
- Not Disney
- Need more Themes. Are we stuck to one?
- Is the city following the current 2014 Vision Plan
- Expand internal sustainability efforts (what is the city doing for residential, smaller projects)
- Drainage
- Issues of the city maintaining current issues
- Transportation issue (Parking garages to alleviate mobility)
- Connect STAR and the Black History Museum need to be on the route
- Overdevelopment of Multifamily
- Flooding – funding connects to best choices
- Strip malls
- NO DISNEY
- No Tourists
- Authenticity – Where do strip malls come in?
- Character – Authentic
- Vitality – Creativity
- Vibrancy – concerts, plaza, lively energy
- Current themes overlap
- City should provide annual detail on the current vision
- Public Transportation
- Current Vision should not change
 - Current vision not followed
- Nightlife Ordinance
 - Lost
 - Worked on it to maintain vitality
 - Strike a balance between residents vs. tourists
 - Amenities missing for residents

St. Augustine Vision Plan

16 September 2024

RESIDENT ONLY ANSWERS – Resiliency and Sustainability

QUESTION	RESIDENTS ONLY ANSWERS
1. What is your age?	17 and under 0 18 - 34 years 3 35 - 54 8 55+ 24
2. What is your employment status?	Full-Time 9 Part-Time 7 Retired 18 Student 0 Not currently employed 0
3. What part of St. Augustine do you live in?	1 - Ravenswood 0 2 - Oyster Creek 2 3 - Fort Mose Gardens 0 4 - Greater Fullerwood

QUESTION	RESIDENTS ONLY ANSWERS
	4 5 - Nelmar Terrace 3 6 - Magnolia 0 7 - Uptown 0 8 - Flagler Model Land 0 9 - Spanish Quarter 0 10 - Lincolnville 2 11 - Old City South 12 - North Davis Shores 2 13 - South Davis Shores 6 14 - Lighthouse Park 14 Different neighborhood in St. Augustine 7 None - I do not live in St. Augustine 0
4. If your neighborhood was not shown in the previous question, what	North Davis Shores N/A Fullerwood Madeira.

QUESTION	RESIDENTS ONLY ANSWERS
neighborhood do you live in?	Oyster creek Lighthouse park The Preserve (SE edge of City on Anastasia Island)
5. Do you own or rent your home in St. Augustine?	Own 21 Rent 1 Prefer not to say 1 I don't live in St. Augustine 0
6. Are you a full-time or part-time resident of St. Augustine?	Full-time resident 17 Part-time resident 0 I don't live in St. Augustine 0
7. How long have you lived in St. Augustine?	1 year or less 2 2 - 5 years 7 6 - 10 years 4 11 - 15 years 4 16+ years 21

QUESTION	RESIDENTS ONLY ANSWERS
	I don't live in St. Augustine 0
8. Should the City focus on adapting to or mitigating weather events?	Mitigating 10 Adapting 23 Unsure 6
9. Should the City focus on improving aged infrastructure projects or build new resilient infrastructure?	Improve aged infrastructure 20 Build new resilient infrastructure 14 Unsure 1
10. How would you prioritize what the City should focus on protecting?	Cultural & Historic Resources #1 - 2.06 Natural Environment #2 - 2.06 Businesses #3 - 2.13 Neighborhoods #4 - 3.31
11. How should the City help local businesses become more resilient and sustainable?	Awareness and education Building codes Assure safe environment for customers. Improve infrastructure and utility resiliency. Better traffic flow. More parking options Prioritize small, locally owned businesses and limited chain stores, big box stores. Education Parking Fast response time after storm events Improve the streets by paving them with new asphalt. Building side walks around oyster creek.

QUESTION	RESIDENTS ONLY ANSWERS
	Safe environment Traffic lights and cross walks Educate Education Limit the number of businesses Improve drainage in City especially south of King Street, on Cordova St, and Davis Shores - All areas that flood streets in a normal rain. Building Codes Incentives Educate & support & let them make their own creative solutions, there are smart people who want to do good for St. Aug Education Education Cut red tape Resources before storms Improve infrastructure Crime control We need less bars - wine shops, more galleries and art related and cultural emphasis. Education helps w/ funding Recycling More interested in helping residents. They are making a profit and can finance their own measures. building roads Improve the walkability/ bikeability on both sides of the bridge of lions More walkability and bikeability Improve flooding mitigation Information Offer incentives to become more energy efficient, resource efficient, etc. Building Codes Keep regular parking downtown - stop eliminating street parking. Information Parking

QUESTION	RESIDENTS ONLY ANSWERS										
	Tax benefits to increase grants to improve buildings improve drainage Parking Building Codes Use shuttle/ hop on/hop off better historical and cultural protective enhancement Partner program Building codes Promotion employment research new ways to pave streets etc to mitigate global warming affordable access Parking garage less parking requirement -- more biking /walkability Mobility Parking Traffic Parking Improve walking and bike paths mobility Keep St. Augustin dog friendly										
12. How would you prioritize these economic objectives?	<table> <tr> <td>Smart Growth Practices</td><td>1.65</td></tr> <tr> <td>Protection of Culturally Significant Economic Assets</td><td>2.35</td></tr> <tr> <td>Housing Stability</td><td>2.62</td></tr> <tr> <td>Workforce Development</td><td>3.31</td></tr> </table>	Smart Growth Practices	1.65	Protection of Culturally Significant Economic Assets	2.35	Housing Stability	2.62	Workforce Development	3.31		
Smart Growth Practices	1.65										
Protection of Culturally Significant Economic Assets	2.35										
Housing Stability	2.62										
Workforce Development	3.31										
13. How would you prioritize the City's efforts to focus on mobility and promote walkability?	<table> <tr> <td>More sidewalks and bike paths/trails</td><td>2.09</td></tr> <tr> <td>Pedestrian-only corridors</td><td>2.61</td></tr> <tr> <td>Complete streets/traffic calming</td><td>2.72</td></tr> <tr> <td>Easier to drive</td><td>3.10</td></tr> <tr> <td>Higher density development</td><td>3.83</td></tr> </table>	More sidewalks and bike paths/trails	2.09	Pedestrian-only corridors	2.61	Complete streets/traffic calming	2.72	Easier to drive	3.10	Higher density development	3.83
More sidewalks and bike paths/trails	2.09										
Pedestrian-only corridors	2.61										
Complete streets/traffic calming	2.72										
Easier to drive	3.10										
Higher density development	3.83										

QUESTION	RESIDENTS ONLY ANSWERS		
14. Do you support green infrastructure?	Yes		
		25	
	No		
		0	
	Unsure		
		8	
15. How would you prioritize the following heat reduction strategies?	Tree Planting and Tree Restoration	1.18	1.18
	Smart Surfaces	2.38	2.38
	Reduce concrete surfaces	2.41	2.41
16. How would you prioritize the following sustainable practices?	Conservation	1.61	
	Waste Reduction	2.89	
	Building Design	3.08	
	Renewable Energy	3.48	
	Community Gardens	3.58	

Meeting #2 Resiliency Verbatim

September 16, 2024

Raising seawalls – Davis Shores

Some people are raising houses

City denying some seawalls

Providing a program for those who can't afford

People wanting to put in development

Approved only if they provide a sustainable environment – native plants

Don't assume car traffic will disappear

Improve flow of vehicle traffic

Traffic light – A1A/ Anastasia Park Blvd

Better healthcare – continuity often - hospital not being run well

Integrated program for the homeless – dignified opportunities

Healthcare, jobs, shelter

Healthcare for the homeless (Baltimore_

Building codes/smart growth

Adapting and mitigating

Restoration

Building, implementing, and natural barriers

Go beyond “sustaining” to regenerative development and restoration of what has already been degraded

Use natural systems/ environmental services as a priority over using “manmade” fixes

Connect with Chamber

Engage the youth

Stop promoting tourism as much. That will solve many of the problems

Address traffic issues – increasing with population traffic circle @ A1A and Anastasia Park Rd.

Flooding in downtown, all over, in neighborhoods (South Davis Shores)

Displacement of residents

Workforce housing, reduction in rent/owner prices

Gold cars & access outside of traditional cars

Bike racks – lighting & security cameras

Reduction of vacation rentals

Prioritize quality of life of residents (top priority)

Prioritize local involvement to support businesses during slow or off-season vs promoting tourism year round

More police – safety considerations

Bridge of Lions – regular openings causes bottlenecks

Traffic in the neighborhoods

Parking

Metrics to establish boundaries for flooding

Building standards improved

How can we use land used to create equity / density

How do we get to interim improvement?

Improved vehicle traffic flow

Dog friendly

Sidewalk

Bike lanes

Bike lane for bridge (pedestrians)

Third spaces (open spaces)

Strengthening preservation/ historic

Protect our neighborhoods

Make city livable for people who live here

Less tourism

Less fake history

More preservation

Tax break on historic properties

How to make it easier?

1 electronic billboard advertisement for parking shuttle

Create/improve/implement easily accessible mass transit

Music, art, culture – support and connect

Address flooding issues from normal rain

St. George/ bridge/ Cordova/ Bridge- Cordova

Keep diverse downtown stores – real business

Impact of losing parking downtown

Survey generic answers

Promote people who live here -focusing walkers

Mitigating/adapting – both

Hard to say infrastructure improvements

Survey...

Tree planting

Use more (vision)

Better building design

Survey not neutral

No parking problem – where it is

“Polar extremes” Nova special documentary

10 year window – need longer term with 10 year steps for longer term solutions ex Fort Lauderdale

Tide station need local data

Grant from FEMA/USGS

Otherin floodplain – FEMA PROGRAM

Contradiction with raising properties and heigh limits

Local license plates/passes vs parking garage from tourist

Covered walkways for shade/rain

Long term maintenance trash breaks

Run off causing flooding

St. Augustine Vision Plan Survey Results

2 October 2024

Summarized Resident Survey Results – Livability & Vitality

1. What is your age?
 - a. 17 and Under - **0**
 - b. 18 – 34 - **1**
 - c. 35 – 54 - **2**
 - d. 55+ - **11**

2. What is your employment status?
 - a. Retired - **6**
 - b. Full-Time - **6**
 - c. Part-Time - **3**
 - d. Student - **0**
 - e. Not Currently Employed - **0**

3. What part of St. Augustine do you live in?

1. Ravenswood - 0	10. Lincolnville - 4
2. Oyster Creek - 0	11. Old City South - 0
3. Fort Mose Gardens - 0	12. North Davis Shores - 0
4. Greater Fullerwood - 3	13. South Davis Shores - 0
5. Nelmar Terrace - 1	14. Lighthouse Park - 1
6. Magnolia - 0	15. Different Neighborhood in St. Augustine - 1
7. Uptown - 2	16. None – I do not live in St. Augustine - 0
8. Flagler Model Land - 0	
9. Spanish Quarter - 3	

4. If your neighborhood was not shown in the previous question, what neighborhood do you live in?
 - Flagler Model Land

5. Do you own or rent your home in St. Augustine?
 - a. Own - **12**
 - b. Rent - **3**
 - c. I don't live in St. Augustine – **0**
 - d. Prefer not to say - **0**

6. Are you a full-time or part-time resident of St. Augustine?
 - a. Full-time resident - **15**
 - b. Part-time resident - **1**
 - c. I don't live in St. Augustine - **0**

7. How long have you lived in St. Augustine?
 - a. 1 year or less - **1**
 - b. 2-5 years - **4**
 - c. 6-10 years - **3**
 - d. 11-15 years - **1**
 - e. 16+ years - **7**
 - f. I don't live in St. Augustine - **0**

8. Is it easier to get downtown than it was a few years ago?
 - a. Yes - **3**
 - b. No - **6**
 - c. Same - **5**
 - d. Unsure - **2**

9. Over the past few years, have you felt safer riding a bicycle and/or walking around St. Augustine?
 - a. Yes - **6**
 - b. No - **5**
 - c. Same - **3**
 - d. Unsure - **1**

10. As St. Augustine considers mobility options for Downtown, would you rather:
 - a. Take a free and convenient shuttle to Downtown - **15**
 - b. Pay to park Downtown - **0**

11. What tourism experiences in St. Augustine would you like to promote?
 - Culinary, Historic,
 - African American History, live jazz
 - Guided walking tours
 - Family life museums
 - Eco friendly
 - The Arts, Nature
 - Golf Cart tours
 - Beach shuttles
 - None. Stop promoting St Augustine.

- Adult learning at Flagler
- More public access for kayaking and canoeing. Trolley is great, Fountain of Youth,
- Beauty of trees
- Fishing tours
- Walking tours
- Historical visits
- Cultural programs
- History - walking/lectures exhibits
- Guided walking tours
- Treasure Chest hands on history experience
- Electric eco-friendly vehicle tours
- Beach shuttles
- History Tours

12. Please prioritize ways St. Augustine can diversify its economy?

- Support small businesses – **1.53**
- Promote tourism and culture – **2.79**
- Invest in workforce development/education – **2.81**
- Promote green technology – **3.53**
- Develop advanced industries – **4.07**

13. How can St. Augustine promote the diversity of people, places, and economic opportunities?

- Training, and programming
- Encourage small business
- By telling the stories of both longtime residents and those who are new to the area.
- What drew you to St. Augustine.
- Greater homestead exemption so that the local community can continue to live here.
- Ethnic festivals Merit based city and county hiring - not nepotism and good ole boy network
- LGBTQIA+ Community center
- Equal treatment for all people
- Prioritizing community over tourism
- More affordable housing for those who work on our City
- Encourage historical and educational events
- Attract people with a common interest in the uniqueness of this Historic town
- Hire city and county jobs based on merit and not nepotism/ good ole boy network LGBTQ events
- LGBTQIA+ equal rights
- Home ownership assistance
- Equal rights for all humans
- Grants for small businesses owned by minority people
- Disabled help

14. What should St. Augustine invest in?

- Community events – **1.86**
- Support local artists – **2.20**
- Public art – **2.79**
- Art education – **2.93**

15. Part A) How do you think St. Augustine prioritizes the following

- Tourists/Visitors – **1.27**
- Business – **2.00**
- Recreation and Culture – **3.20**
- Residents – **4.13**
- Education – **4.40**

16. Part B) How should St. Augustine prioritize the following?

- Residents – **1.57**
- Recreation and Culture – **2.71**
- Business – **3.43**
- Tourists/Visitors - **3.64**
- Education – **3.64**

Meeting #3 Livability and Vitality

October 2, 2024

Vitality

Increase mobility, concept of breezeway trail/development

Preserve existing natural space

Balance tourism with residents' needs

Commuter rail – access to JAX and airport

Address blight, repair, clean up (business)

Increase more pedestrian-only corridors (especially in historic district)

Promote NE FL Regional Airport

Safety in residential areas, deconflict from tourist use. Enhance dusk until dawn restrictions to maintain order: character of neighborhood.

Maintain and enhance seawall

Apply for and use more grant dollars, want more implemented in the community

Preserve natural resources, create more access

Maintain character, look, feel of community

Balance of short-term rental vs residents

Ensure zoning is consistent

Residents should be allowed in age in place, if they choose

We want younger families, schools should be accessible, funding, and improve the system

Safe spaces to all people -diversity

Potential center

Sign/ design ordinance, maintain consistent look and feel

Livability

Enforcement residential parking of the law – eg. Parking enforcement. Could fund additional projects

Small businesses- San Marcos – beautification district? Maybe tax cuts?

Flow of traffic

Old houses of deceased folks to waste – squatter homes

Keep homeless feeding out of parks

Enforcements of noise ordinances

Issues for tourists and residents

2014 Vision – need for pedestrian corridors in the historic area – Spanish St.

Need low-income housing /housing that is affordable to people

Homeless support – feeding folks inside not in the weather

Expanding street outreach

Medical care/water/ good more localized and closer to city center

More recycling

Last vision everyone wanted livability

This is where residents live

Living town – ppl live downtown

*we want people to be able to live downtown longterm

-regulation on airbnbs – killing neighborhoods

Random businesses – something should be done

Reduce homeless/presence in livability

City doing fine

City take over building

Enforced maintenance on old buildings

Already have strict regs on demolition

Convert buildings to more positive uses

Address homestead exemption (rn. Cap at 50K)

non-homestead is at 10%

TDD \$ - how can we bring this \$ to the city instead of just county – think about the impact on water, infrastructure; etc.

Not enough public access for rec – paddling, fishing, rec.

What has your experience been opening/ expanding a business in St. Augustine?

Great experience with business in City

36 years

1. Promote City history/culture
2. Expanded to museums
3. Retail

Balance growth of downtown w business challenges – ask other owners what their challenges are – work together to address them.

Short- & long-term rentals. Had great experience working meeting the city. Always responsive to questions and concerns. Great leadership in the city. Always responsive to questions and concerns. Great leadership in the city.

Other comments

Golf cart tour/ taxi

Needs central location for taxis, pedicabs; etc

City had answers, but didn't always know how to ask - need list

Should be more regulations for consideration of residents seems pro business /tourism – need more laws/rules on noise, times; etc.

More support for independent tour guides

Indy tour guide

“no barriers” from city

Need standards

Non-profit – better interactions with tours and tour guides

Museum

To better represent authentic history

To tell better stories that are FACTUAL

Less tax burden on residents, increase on tourists

Idea: water feature park – interactive park with water likes/increase seawall events

Increase support other districts – not just downtown support move business for residents and tourists

Better utilize downtown square – pop-ups/events – increase foot traffic for nearby businesses

Water taxi? System may help alleviate traffic

Reusable prices

Peak season/major events

Better pump out systems (availability and awareness) for visitors. Critical to environment.

Short term rental restrictions negative impact

Homeowners -limits their ability to add on for aging parents/ college kids

For fear of short term rental properties

St. Augustine Vision – October 16, 2024

Character and Authenticity – Verbatim notes

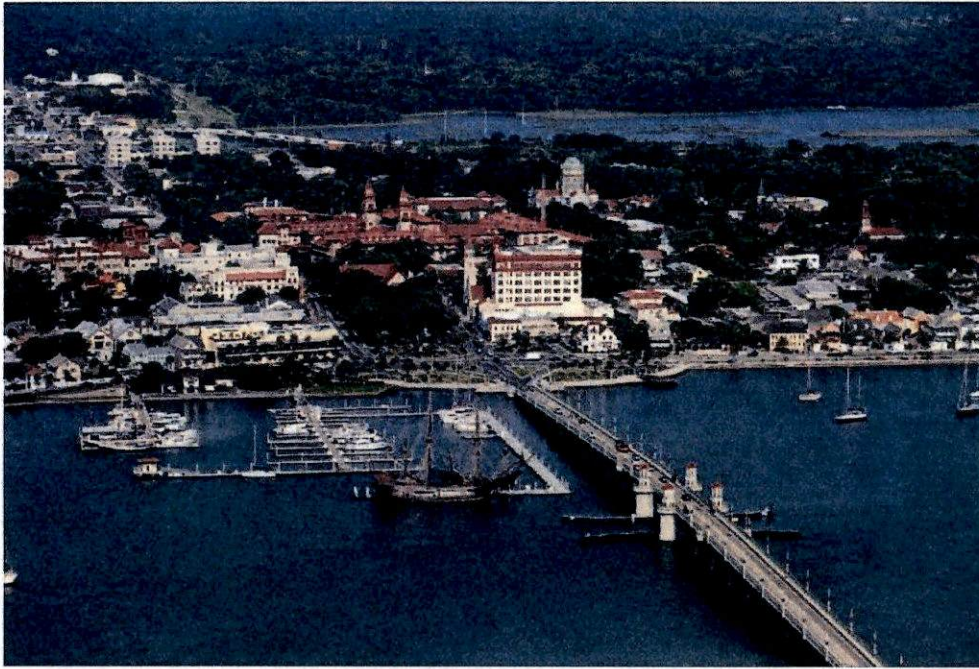
Character:

- Stop issuing PUDs
- Stop development – need to handle current infrastructure
 - Build and maintain existing roads
- St. Augustine has a “small town” feel
 - Quaint/intimate feeling
- Lack of skyscrapers is a good thing
- Larger fines for demolition of historic properties
 - Properties need to be brought to a certain standard
- Enforce, enforce, enforce codes, laws, and regulations
- Empower code enforcement officer with the authority to enforce codes, laws, and regulations
 - Currently code enforcement officers need City Council approval on these issues
- Example: corner of Vannon and Court Theophilia – abandoned property
 - Owners/developers let the properties sit and dilapidate so they can be demolished
- **Abandoned** buildings (both residential and commercial) make the city look **rundown**
- No more permits for small mobility vehicles (i.e., scooters)
 - But this detracts from the City’s Mobility Plan which includes the addition of multi-modal transportation
- Bring back authentic history to St. George Street
- Maintain homes so they have historic character

Authenticity

- Protect all neighborhoods
- Recognize all historic neighborhoods
- Ravenswood has no protections
- Tear downs and incompatible new houses
- Enforce, enforce, enforce, current LODS, regs, and laws
- Empower code enforcement officers to write citations vs warnings
- More playgrounds/less bars
- More family oriented
- More family events
- Make sure development honors the authenticity of the city
- Give things time to develop
- Increase fines to deter demo and other work without permits
- Don’t change City’s character to increase profit
 - PUD’s
- Get vacant houses into use
- Too many gold carts tours
- App to congestion
- Look at closing streets and allowing outdoor dining and shopping

Existing 2014 Vision Plan and Summary



CITY OF ST. AUGUSTINE VISION PLAN

2 0 1 4 A N D B E Y O N D

Prepared by: Vision 2014 & Beyond Steering Committee

Prepared for: City of St. Augustine City Commission

Completed June 2015



CITY OF ST. AUGUSTINE VISION 2014 AND BEYOND

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

From: The *Vision 2014 & Beyond* Steering Committee

June 8, 2015

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

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

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

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

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

Steering Committee Members

(* Original committee members serving throughout the visioning initiative)

Katherine Batenhorst
Jeanette Berk*
Cathy Brown
Vaughn Cochran*
Rob DePiazza
Linda Dixon*
George Jacunski

Phillip McDaniel
Jan Miller*
Ryan Murphy
Grant Misterly*
Rhey Palmer*
Jeanne Prickett*
Pat Reilly

Wolfgang Schau
Tracy Upchurch*
Len Weeks*
Greg White
Andy Witt*
Carolyn Wright

Facilitator
Herb Marlow, Analytica Consulting

THE VISION STATEMENT

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

GUIDING PRINCIPLE: BALANCE

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



THE FOUR APPROACHES

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

A CALL TO ACTION

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

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

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

THE FIRST PRIORITY

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

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

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

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

THE NEED FOR BALANCE

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

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

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

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

EXECUTION AND ACCOUNTABILITY

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

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

STRATEGIC RESULTS

This Vision Plan is intended to produce four results:

LIVABILITY

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

AUTHENTICITY

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

CHARACTER

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

VITALITY

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

ROADMAP

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

CITY OF ST. AUGUSTINE • 2014 & BEYOND VISION PLAN ROADMAP
VISION: THE DISTINCTIVE COMMUNITY

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

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



For more information, contact:

The City of St. Augustine
P.O. Box 210
St. Augustine, Florida 32085
904.825.1006
cosa@citystaug.com

City of St. Augustine

Vision Plan – 2014 and Beyond

The Vision Statement

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

Guiding Principle: Balance

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

The first priority identified is livability. Residents, businesses, and visitors all want a City that is livable, a City that retains those important quality of life aspects critical for resident and visitors alike. This first priority also includes mobility which means developing and implementing a holistic solution that encompasses parking solutions, alternative means of transport, creative uses of existing assets, and accessibility.

The need for balance is a value recognized throughout the community as a living community and the need to manage the tensions and pressures that all living communities, such as, St. Augustine have as they seek choices about their future.

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

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

Therefore we stress as our core principle the practice of balance where the values and needs of all community members be heard, understood and considered as decisions are made and policies established.

Strategic Results

The Vision Plan is intended to produce four results:

LIVABILITY

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

AUTHENTICITY

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

CHARACTER

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

VITALITY

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

Backup Data

CITY OF ST AUGUSTINE-PARKING INVENTORY AS OF **SEPTEMBER, 2024**

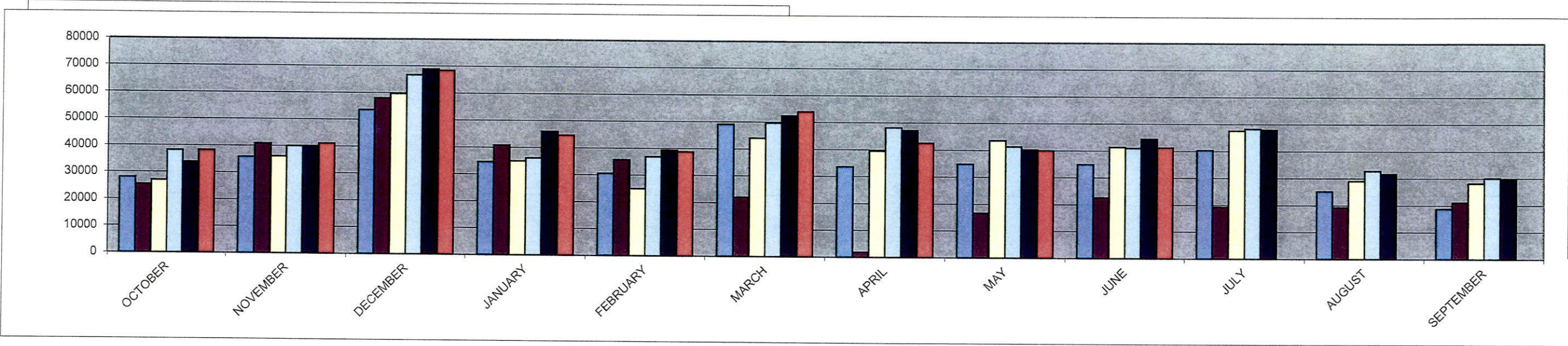
* THIS INFORMATION WAS GATHERED BY AN EMPLOYEE OF THE CITY OF ST AUGUSTINE
* THIS INFORMATION WAS GATHERED BY COUNTING LEGALLY PARKED VEHICLES IN DESIGNATED PARKING * THIS INFORMATION DOES NOT GUARANTEE THAT THERE ARE METERED SPACES AT ALL TIMES.
* THIS INFORMATION DOES NOT INCLUDE LOADING/UNLOADING ZONES, COMMERCIAL DELIVERY ZONES, RESIDENTIAL RESERVED SPACES, TAXI CAB SPACES OR MARKED HANDICAPPED SPACES

STREET	SPACES	GENERALIZED LOCATION	CITY OR LEASE	INCLUDES	ADDITIONAL
AVENIDA MENENDEZ	42	BAYFRONT S WATER	CITY		PUBLIC ROADWAY
AVENIDA MENENDEZ	20	BAYFRONT S (EAST)	CITY		PUBLIC ROADWAY
MARINE ST	10	BRANCH OFF AVENIDA	CITY		PUBLIC ROADWAY
AVENIDA MENENDEZ	21	BAYFRONT N WATER	CITY		PUBLIC ROADWAY
AVENIDA MENENDEZ	12	BAYFRONT N (EAST)	CITY		PUBLIC ROADWAY
CHARLOTTEE	16	CATHEDRAL TO AVENIDA	CITY		PUBLIC ROADWAY
TOQUES	44	HYPOLITA TO CUNA	CITY		PARKING LOT
TOLOMATO	17	CORDOVA TO SPANISH	CITY		PARKING LOT
CATHEDRAL	42	CORDOVA TO CHARLOTTE	CITY		PUBLIC ROADWAY
KING	40	CORDOVA TO CHARLOTTE	CITY		PUBLIC ROADWAY
ST GEORGE ST	6	KING TO ARTILLERY	CITY		PUBLIC ROADWAY
CORDOVA	19	KING TO BRIDGE	CITY		PUBLIC ROADWAY
GRANADA ST	12	KING TO BRIDGE	CITY		PUBLIC ROADWAY
CEDAR ST	14	MLK AVE TO GRANADA	CITY		PUBLIC ROADWAY
BAAS LOT	18	CORNER OF CEDAR/GRANADA	LEASED		PRIVATE LOT
DESOTO PL	4	CORNER OF DESOTO/GRANADA	CITY	2 EV CHARGING SPACES	PUBLIC ROADWAY
LIGHTNER LOT	33	GRANADA TO CORDOVA	CITY		PARKING LOT
LIGHTNER ROW	38	GRANADA TO CORDOVA	CITY	RESERVED SPACES	PARKING LOT
GRANADA LOT	91	CORNER OF GRANADA/BRIDGE	CITY	RESERVED SPACES	PARKING LOT
MALAGA ST	17	KING TO US1	CITY	2 EV CHARGING SPACES	PUBLIC ROADWAY
EXCELSIOR	18	CORNER OF MLK AVE/PARK PL	LEASED		PRIVATE LOT
VALENCIA ST	15	CORDOVA TO SEVILLA	CITY		PUBLIC ROADWAY
MARKLAND ST	10	KING TO VALENCIA	CITY		PUBLIC ROADWAY
SEVILLA ST	10	VALENCIA TO CARRERA	CITY		PUBLIC ROADWAY
FORT	112	CASTILLO DE SAN MARCOS	LEASED		FEDERAL PROPERTY
TOTAL SPACES	681				

* LOTS THAT HAVE RESERVED SPACES HAVE SIGNAGE THAT DESIGNATES ENFORCEMENT AND PARKING FOR TIMES THAT THE SPACES ARE RESERVED OR METERED.

VISITOR INFORMATION CENTER VEHICLE COUNT

	04/05	05/06	06/07	07/08	08/09	09/10	10/11	11/12	12/13	13/14	14/15	15/16	16/17	17/18	18/19	19/20	20/21	21/22	22/23	23/24
OCTOBER	8937	4538	20250	23555	25174	24925	29632	23486	23506	27257	30298	29451	22418	25198	28064	25474	27015	38239	33866	38301
NOVEMBER	9546	9519	20068	26007	24207	25908	28792	23648	27936	29285	30665	33725	36025	32932	35829	40857	36097	40003	39999	40984
DECEMBER	10819	5414	17181	28393	28236	26730	28689	32553	36578	43665	43689	49031	53920	53757	53606	58022	59656	66689	68904	68392
JANUARY	8906	7301	21265	18741	21745	20129	23334	20421	25180	23310	31868	28931	32337	26684	34604	40799	34938	36108	46017	44661
FEBRUARY	10562	5906	21023	27206	25242	25501	27529	21757	27658	24337	28589	30939	28660	29426	30588	35688	24978	36842	39304	38785
MARCH	17575	10163	23813	37438	33766	35225	42302	35612	44728	44437	42138	46954	45702	46812	49052	22056	44038	49698	52317	53889
APRIL	11993	8007	27990	29357	32519	35908	36713	29321	30285	36474	36049	37017	40286	33921	33626	1828	39515	48191	47125	42503
MAY	7349	7160	19257	21251	21687	27595	27546	20136	27681	38726	32527	32553	32438	27925	34874	16624	43627	41340	40264	40015
JUNE	5578	3101	19003	18066	18746	23625	26435	21290	25366	25751	27545	28196	31006	31007	34947	22558	41368	40996	44457	41235
JULY	7381	25000	22152	22866	25577	33676	35909	27816	32810	34856	34338	40348	40010	38589	40326	19326	47596	48278	47924	
AUGUST	4594	10205	14645	18010	19389	28040	21995	19511	24261	23748	26286	27868	25282	27306	25170	19230	28974	32754	31623	
SEPTEMBER	3232	18550	23017	16527	22081	24416	23859	22264	21865	20938	34466	29373	18810	26764	18757	21152	28196	30084	29857	
TOTAL	106472	114864	249664	287417	298369	331678	352735	297815	347854	372784	398458	414386	406894	400321	419443	323614	455998	509222	521657	408765



VIC visitation

January 2009	30009 January 2010	17142 January 2011	22947 January 2012	25526 January 2013	31475 January 2014	29138 January 2015	39835
February 2009	30023 February 2010	20343 February 2011	21171 February 2012	27196 February 2013	34573 February 2014	34580 February 2015	35736
March 2009	40266 March 2010	28392 March 2011	52878 March 2012	44515 March 2013	55910 March 2014	55546 March 2015	52673
April 2009	45465 April 2010	30069 April 2011	45891 April 2012	36651 April 2013	37856 April 2014	45593 April 2015	45061
May 2009	31170 May 2010	22260 May 2011	34433 May 2012	25170 May 2013	34601 May 2014	38726 May 2015	40659
June 2009	28292 June 2010	29673 June 2011	33044 June 2012	26613 June 2013	31708 June 2014	32189 June 2015	34431
July 2009	39409 July 2010	47105 July 2011	44886 July 2012	34770 July 2013	41013 July 2014	43570 July 2015	42923
August 2009	24129 August 2010	25560 August 2011	27493 August 2012	24689 August 2013	30326 August 2014	29685 August 2015	32858
September 2009	19457 September 2010	18049 September 2011	29824 September 2012	27830 September 2013	27331 September 2014	26173 September 2015	43083
October 2009	16155 October 2010	20158 October 2011	29358 October 2012	29383 October 2013	34071 October 2014	37873 October 2015	36814
November 2009	18344 November 2010	22797 November 2011	29560 November 2012	34920 November 2013	36606 November 2014	38331 November 2015	42156
December 2009	<u>21077</u> December 2010 343,796	<u>24478</u> December 2011 306,026	<u>40691</u> December 2012 412,176	<u>45723</u> December 2013 382,986	<u>54581</u> December 2014 450,051	<u>54611</u> December 2015 466,015	<u>61289</u> 507,518
January 2016	36164 January 2017	40421 January 2018	33355 January 2019	43255 January 2020	50999 January 2021	43672 January 2022	45135
February 2016	38674 February 2017	35825 February 2018	36783 February 2019	38235 February 2020	44610 February 2021	31222 February 2022	46052
March 2016	58693 March 2017	57128 March 2018	58515 March 2019	61315 March 2020	25350 March 2021	55047 March 2022	62123
April 2016	46271 April 2017	50358 April 2018	42401 April 2019	42033 April 2020	0 April 2021	49394 April 2022	60239
May 2016	40691 May 2017	40546 May 2018	34906 May 2019	40475 May 2020	3580 May 2021	54533 May 2022	51675
June 2016	35245 June 2017	38758 June 2018	38759 June 2019	43684 June 2020	28197 June 2021	51710 June 2022	51245
July 2016	50435 July 2017	50013 July 2018	48236 July 2019	50408 July 2020	24157 July 2021	59495 July 2022	60348
August 2016	34835 August 2017	31603 August 2018	34133 August 2019	31463 August 2020	24037 August 2021	36218 August 2022	40943
September 2016	36716 September 2017	23513 September 2018	33455 September 2019	23446 September 2020	26440 September 2021	35245 September 2022	37605
October 2016	28023 October 2017	31498 October 2018	35080 October 2019	31843 October 2020	33768 October 2021	47799 October 2022	42332
November 2016	45031 November 2017	41165 November 2018	44786 November 2019	51071 November 2020	45121 November 2021	50003 November 2022	49999
December 2016	<u>67400</u> December 2017 518,178	<u>67196</u> December 2018 508,024	<u>67008</u> December 2019 497,417	<u>72528</u> December 2020 529,756	<u>74570</u> December 2021 390,829	<u>83361</u> December 2022 597,699	<u>86130</u> 633,826
January 2023	57521 January 2024	55826					
February 2023	49130 February 2024	48481	7,202,502				
March 2023	65396 March 2024	67374	480,167				
April 2023	58906 April 2024	53129					
May 2023	50330 May 2024	50019					
June 2023	55571 June 2024	51544					
July 2023	59905 July 2024	52764					
August 2023	39529 August 2024	39011					
September 2023	37321						
October 2023	47876						
November 2023	51230						
December 2023	<u>85490</u> 658,205						

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice-Mayor and Commissioners

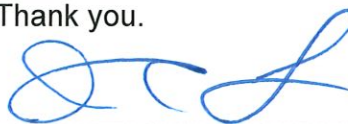
DATE: October 30, 2024

RE: **CITY MANAGER'S ANNUAL EVALUATION**

Our office received two (2) written evaluations for City Manager, David Birchim. They are enclosed for your review and discussion, if any.

Please place this on the agenda under City Attorney items for the November 12, 2024 City Commission meeting.

Thank you.



Isabelle C. Lopez
City Attorney

Attachments

xc: David Birchim, City Manager
Meredith Breidenstein, Assistant City Manager
Reuben Franklin, Assistant City Manager
Darlene Galambos, City Clerk

Agenda Title:

City Manager's annual evaluation responses for review and optional discussion.

CITY MANAGER PERFORMANCE EVALUATION

CITY OF ST. AUGUSTINE

Evaluation period: May, 2023 to August, 2024

Prepared for David Birchim, City Manager

By: Commissioner Barbara Blonder
(Printed Name)

Barbara Blonder Digitally signed by Barbara
Blonder
Date: 2024.09.01 15:15:32 -04'00'
Mayor/Commissioner Signature

September 1, 2024
Date

Received by: David Birchim
City Manager's Signature
9/3/2024
Date

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

5 = Excellent (almost always exceeds the performance standard)

4 = Above average (generally exceeds the performance standard)

3 = Average (generally meets the performance standard)

2 = Below average (usually does not meet the performance standard)

1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- 5 Diligent and thorough in the discharge of duties, "self-starter"
- 5 Exercises good judgment
- 4 Displays enthusiasm, cooperation, and will to adapt
- 5 Mental and physical stamina appropriate for the position
- 5 Exhibits composure, appearance, and attitude appropriate for executive position

Comments

Excellent professionalism.

Add the values from above and enter the subtotal $\frac{24}{5} = 4.8$ score for this category

2. PROFESSIONAL SKILLS AND STATUS

- 5 Maintains knowledge of current developments affecting the practice of local government
- 5 management Demonstrates a capacity for innovation and creativity
- 5 Anticipates and analyzes problems to develop effective approaches for solving them
- 5 Willing to try new ideas proposed by governing body members and/or staff
- 5 Sets a professional example by handling affairs of the public office in a fair and impartial manner

Comments:

Excellent problem-solving abilities. Maintains calm, professional demeanor even in the face of difficult challenges.

Add the values from above and enter the subtotal $\frac{25}{5} = 5$ score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE COMMISSION

- 3 Carries out directives of the body as a whole as opposed to those of any one member or minority
- 5 group
 - 3 Sets meeting agendas that reflect the guidance of the commission and avoids unnecessary involvement in administrative actions
- 5 Disseminates complete and accurate information equally to all members in a timely manner
- 5 Assists by facilitating decision making without usurping authority
- 5 Responds well to requests, advice, and constructive criticism

Comments:

Excellent. Lower score on "all members/whole body due to Sunshine Law restrictions. I simply don't know as he meets with each Commissioner separately as required.

Add the values from above and enter the subtotal $\frac{21}{5} = 4.2$ score for this category

4. POLICY EXECUTION

- $\frac{5}{5}$ Implements governing body actions in accordance with the intent of council
- $\frac{5}{5}$ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- $\frac{5}{5}$ Understands, supports, and enforces local government's laws, policies, and ordinances
- $\frac{5}{5}$ Reviews ordinance & policy procedures periodically to suggest improvements to their effectiveness
- $\frac{5}{5}$ Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Comments:

David is outstanding in this category in particular.

Add the values from above and enter the subtotal $\frac{25}{5} = 5$ score for this category

5. REPORTING

- $\frac{5}{5}$ Provides regular information & reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- $\frac{5}{5}$ Responds in a timely manner to requests from the governing body for special reports
- $\frac{5}{5}$ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- $\frac{5}{5}$ Reports produced by the manager are accurate, comprehensive, concise & written to their intended audience
- $\frac{3}{5}$ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Comments:

All excellent in this category. However, I would like to see more transparency to the public on initiatives such as the Holmes Boulevard affordable housing proposal.

Add the values from above and enter the subtotal $\frac{23}{5} = 4.6$ score for this category

6. CITIZEN RELATIONS

- 5 Responsive to requests from citizens
- 5 Demonstrates a dedication to service to the community and its citizens
- 5 Maintains a nonpartisan approach in dealing with the news media
- 5 Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- 5 Gives an appropriate effort to maintain citizen satisfaction with city services

Comments:

All excellent. In fact, David's responses to complicated emails from citizens makes my job easier. A great example is how he handled the citizen who was frustrated with the non-action of the Commission regarding the development proposal at Anastasia State Park - thank you for explaining pre-judgment!

Add the values from above and enter the subtotal 20 ÷ 5 = 5 score for this category

7. STAFFING

- 5 Recruits and retains competent personnel for staff positions
- 4 Applies an appropriate level of supervision to improve any areas of substandard
- 5 performance Stays accurately informed and appropriately concerned about employee
- 5 relations Professionally manages the compensation and benefits plan
- 5 Promotes training and development opportunities for employees at all levels of the organization

Comments

We don't see staffing issues on a day-to-day basis. But for those few (HR complaints about racial bias for example) we do see, David is very attentive.

Add the values from above and enter the subtotal 25 ÷ 5 = 5 score for this category

8. SUPERVISION

- 4 Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- 4 Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- 4 Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- 4 Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- 4 Encourages teamwork, innovation, and effective problem-solving among the staff members

Comments:

As above, we don't see these elements on a day to day basis, so my scoring is based on what little I've seen. Overall, very good.

Add the values from above and enter the subtotal $\frac{20}{5} = 4$ score for this category

9. FISCAL MANAGEMENT

- $\frac{5}{5}$ Prepares a balanced budget to provide services at a level directed by the commission
- $\frac{5}{5}$ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- $\frac{5}{5}$ Prepares a budget and budgetary recommendations in an intelligent and accessible format
- $\frac{5}{5}$ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- $\frac{5}{5}$ Appropriately monitors and manages fiscal activities of the organization

Comments:

Excellent, and appropriately opportunistic in making our budget go as far as possible to meet our goals.

Add the values from above and enter the subtotal $\frac{25}{5} = 5$ score for this category

10. COMMUNITY

- $\frac{5}{5}$ Shares responsibility for addressing the difficult issues facing the city
- $\frac{5}{5}$ Avoids unnecessary controversy
- $\frac{5}{5}$ Cooperates with neighboring communities and the county
- $\frac{5}{5}$ Helps the council address future needs and develop adequate plans to address long term
- $\frac{5}{5}$ trends Cooperates with other regional, state, and federal government agencies

Comments:

Extremely cooperative with solid relationships with our citizens and partner organizations.

Add the values from above and enter the subtotal $\frac{25}{5} = 5$ score for this category

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period? *(Optional)*

He maintains a steady, calm demeanor. David is an excellent problem-solver: very creative and extremely thorough. David is also quick to take responsibility during the few times he has made a mistake (usually very minor). I value personal accountability tremendously. David is also an outstanding negotiator, recognizing opportunities when others might see closed doors.

What performance area(s) would you identify as most critical for improvement? *(Optional)*

That steady, calm demeanor (noted above) can be perceived as uncaring or distant. I don't perceive this personality trait as a negative but I think it's important to point out.

What constructive suggestions or assistance can you offer the manager to enhance performance?

Keep up the good work!

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for

David has accomplished a tremendous amount (thank you for your summary reminding me of all you have achieved) in the short time he's been our City Manager. This is an impressive beginning.

CITY MANAGER PERFORMANCE EVALUATION

CITY OF ST. AUGUSTINE

Evaluation period: October 23, 2023 to October 23, 2024

Prepared for David Birchim, City Manager

By: Nancy Sikes-Kline
(Printed Name)

[Signature]
Mayor/Commissioner Signature

10/23/24
Date

Received by: David Birchim
City Manager's Signature

10/23/2024
Date

INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

5 = Excellent (almost always exceeds the performance standard)

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1 = Poor (rarely meets the performance standard)

Any item left blank will be interpreted as a score of "3 = Average"

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period. Please write legibly.

Leave all pages of this evaluation form attached. Initial each page. Sign and date the cover page. On the date space of the cover page, enter the date the evaluation form was submitted.

PERFORMANCE CATEGORY SCORING

1. INDIVIDUAL CHARACTERISTICS

- 5 Diligent and thorough in the discharge of duties, "self-starter"
- 5 Exercises good judgment
- 5 Displays enthusiasm, cooperation, and will to adapt
- 5 Mental and physical stamina appropriate for the position
- 5 Exhibits composure, appearance, and attitude appropriate for executive position

Comments

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

2. PROFESSIONAL SKILLS AND STATUS

- 5 Maintains knowledge of current developments affecting the practice of local government
- 5 management Demonstrates a capacity for innovation and creativity
- 5 Anticipates and analyzes problems to develop effective approaches for solving them
- 5 Willing to try new ideas proposed by governing body members and/or staff
- 5 Sets a professional example by handling affairs of the public office in a fair and impartial manner

Comments:

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

3. RELATIONS WITH ELECTED MEMBERS OF THE COMMISSION

- 5 Carries out directives of the body as a whole as opposed to those of any one member or minority group
- 5 Sets meeting agendas that reflect the guidance of the commission and avoids unnecessary involvement in administrative actions
- 5 Disseminates complete and accurate information equally to all members in a timely manner
- 5 Assists by facilitating decision making without usurping authority
- 5 Responds well to requests, advice, and constructive criticism

Comments:

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

4. POLICY EXECUTION

- 5 Implements governing body actions in accordance with the intent of council
- 5 Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- 5 Understands, supports, and enforces local government's laws, policies, and ordinances
- 5 Reviews ordinance & policy procedures periodically to suggest improvements to their effectiveness
- 5 Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

Comments:

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

5. REPORTING

- 5 Provides regular information & reports to the governing body concerning matters of importance to the local government, using the city charter as guide
- 5 Responds in a timely manner to requests from the governing body for special reports
- 5 Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- 5 Reports produced by the manager are accurate, comprehensive, concise & written to their intended audience
- 5 Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

Comments:

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

6. CITIZEN RELATIONS

- 5 Responsive to requests from citizens
- 5 Demonstrates a dedication to service to the community and its citizens
- 5 Maintains a nonpartisan approach in dealing with the news media
- 5 Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- 5 Gives an appropriate effort to maintain citizen satisfaction with city services

Comments:

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

7. STAFFING

- 5 Recruits and retains competent personnel for staff positions
- 5 Applies an appropriate level of supervision to improve any areas of substandard performance; Stays accurately informed and appropriately concerned about employee relations; Professionally manages the compensation and benefits plan
- 5 Promotes training and development opportunities for employees at all levels of the organization

Comments

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

8. SUPERVISION

- 4 Encourages heads of departments to make decisions within their jurisdictions with minimal city manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- 4 Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- 5 Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the city manager's office
- 7 Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- 5 Encourages teamwork, innovation, and effective problem-solving among the staff members

Comments:

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

9. FISCAL MANAGEMENT

- 5 Prepares a balanced budget to provide services at a level directed by the commission
- 5 Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 5 Prepares a budget and budgetary recommendations in an intelligent and accessible format
- 5 Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- 5 Appropriately monitors and manages fiscal activities of the organization

Comments:

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

10. COMMUNITY

- 5 Shares responsibility for addressing the difficult issues facing the city
- 5 Avoids unnecessary controversy
- 5 Cooperates with neighboring communities and the county
- 5 Helps the council address future needs and develop adequate plans to address long term trends
- 5 Cooperates with other regional, state, and federal government agencies

Comments:

Add the values from above and enter the subtotal ____ ÷ 5 = ____ score for this category

NARRATIVE EVALUATION

What would you identify as the manager's strength(s), expressed in terms of the principle results achieved during the rating period? (Optional)

Project tracking is excellent; Adding new initiatives is excellent; Keeping Commission informed on Projects;

What performance area(s) would you identify as most critical for improvement? (Optional)

- Continue to seek professional training opportunities to further enhance effectiveness while in the City Manager position.

What constructive suggestions or assistance can you offer the manager to enhance performance?

- Continue to monitor progress and timeline to completion of projects. Overall great project tracking on multiple fronts

What other comments do you have for the manager; e.g., priorities, expectations, goals or objectives for

- continue to set personal goals, take time to set & monitor personal goals

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice-Mayor and Commissioners

DATE: October 31, 2024

RE: **PUBLIC ART CONTRACT WITH IVAN DEPEÑA OF AIRBOAT, INC. D/B/A DEPEÑA STUDIO**

As requested by the City Commission at its August 26, 2024 meeting, please find a draft contract for the selected work to be installed at the May Street roundabout. The Commission had specifically requested a more detailed timeline, deliverables, payment schedule, and warranty for the artwork. These items, along with standard terms and conditions, are included in the draft contract for the Commission's review. If approved, the contract will be circulated to the artist for execution.

Please place this item under Items by City Attorney on the November 12, 2024 City Commission agenda.

Thank you.



Isabelle C. Lopez
City Attorney

Attachments

xc: David Birchim, City Manager
Meredith Breidenstein, Assistant City Manager
Reuben Franklin, Assistant City Manager
Darlene Galambos, City Clerk

Agenda Title:

Public Art Contract with Ivan Depeña of Airboat, Inc. d/b/a Depeña Studio for public art at the May Street roundabout.

COMMISSIONED ARTWORK AGREEMENT

THIS AGREEMENT is entered into on _____ by and between CITY OF ST. AUGUSTINE, a municipal corporation organized under the laws of the State of Florida ("CITY"), and Airboat, INC dba Depeña Studio ("ARTIST") located at 804 Atando Avenue, Charlotte, North Carolina 28206.

WHEREAS, ARTIST has been commissioned to create an original work of art pursuant to RFQ No. 24026 for the CITY (hereinafter the "Artwork", and as described and defined in **EXHIBIT A** in a public space located at the roundabout at the intersection of San Marco Avenue and May Street St. Augustine, Florida, Florida 32084 (hereinafter "Site"); and

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

WHEREAS, the ARTIST and the CITY wish to perform under the terms and conditions of this Agreement to complete the project (the "Project").

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

1. TERMS OF AGREEMENT

II. Duration

This Agreement shall be effective on the date that it has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall remain in effect until the CITY receives title to the Artwork ("Termination Date").

III. Force Majeure

The CITY shall grant to the ARTIST a reasonable extension of time in the event of a Force Majeure Event. As used herein, a "Force Majeure Event" shall include governmental moratorium or unavailability of essential supplies or utilities (e.g. power or water) through no fault of ARTIST, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for delay in performance that is an actual and direct result of such Force Majeure Event. In the event that ARTIST claims a delay for a Force Majeure Event, ARTIST must make a claim for an extension in writing to CITY within five (5) business days after the occurrence of a Force Majeure Event for which such claim is being made.

2. SCOPE OF SERVICES

I. ARTIST's Obligations

- A. The ARTIST shall perform all services and furnish all supplies, material and/or work equipment as necessary for the design, fabrication, transportation, and installation of the Artwork. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
- B. The ARTIST shall determine the artistic expression, design, dimensions, and materials of the Artwork, subject to review and acceptance by the CITY, as set forth in this Agreement.
- C. The ARTIST shall prepare the final design concept described in Section 2.3 of this Agreement.

- D. The ARTIST shall complete the fabrication, transportation, and installation of the Artwork by the scheduled dates as provided in the Proposed Schedule/Time Frame included in **EXHIBIT E**.
- E. The ARTIST shall arrange for the transportation and installation of the Artwork in coordination with the CITY. If the ARTIST does not install the Artwork himself, the ARTIST shall supervise and approve the installation. Prior to the installation of the Artwork, the ARTIST shall inspect the site to ensure that it is ready to accept the Artwork and compliant with the specifications provided by the ARTIST. The ARTIST shall notify the CITY of any perceived conflict, defect or non-compliance with specifications.
- F. The ARTIST shall provide required insurance in amounts and limits specified in Article 10 and **EXHIBIT D**.
- G. The ARTIST shall inform the CITY of the progress of each phase of work completed under the Agreement in the form of photographic documentation and written description as indicated in **EXHIBIT B**.

II. CITY's Obligations

- A. The CITY shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
- B. The CITY shall assign an informed person ("Art Liaison") to work with the ARTIST on the Project.

III. Design

A. Concept/Schematic

The ARTIST submitted a design concept/schematic (the "Design") which was selected and approved by the CITY, consisting of colored drawings or computer-generated color images (in plan and elevation) and/or 3-dimensional models that accurately reflect the Artwork and how it will be installed at the Site, mock-ups, color and materials samples, and proposed fabrication methods. The Design is attached to this Agreement as **EXHIBIT A**.

B. Approval

Within forty-five (45) days after the execution of this Agreement, the CITY shall notify the ARTIST if CITY requires any revisions to the Design to comply with any applicable laws, ordinances and/or regulations or for other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the Design.

C. Final Design/Construction Documents

Upon approval of the Design by CITY, ARTIST is authorized to proceed with the final design which shall include the following:

1. any amended versions of drawings, renderings, maquettes, plans, or finish samples included in the Preliminary Design; and
2. engineered drawings of the Artwork's structural components, fabrication, and installation methods, which must be signed and sealed by a Florida licensed design engineer;
3. design meets Florida Department of Transportation (FDOT) requirements;
4. obtain approval from the CITY'S Corridor Review Committee; and
5. detailed drawings, plans and/or written descriptions of all work to be done on or to the Site by CITY before and after installation of the Artwork including, but not limited to initial surveying, leveling, landscaping, forming and pouring of concrete slabs, preparation of pedestal, walls, electrical and plumbing sources, and finish landscaping/integration (the "Final Design").

IV. Budget and Payment Schedule

A. Budget

1. The ARTIST shall prepare a budget, which shall include all goods, services, and materials with such costs itemized. The budget is attached hereto as **EXHIBIT C**.

2. If the ARTIST incurs costs in excess of the amount listed in the budget, the ARTIST shall pay such excess from the ARTIST's own funds unless the ARTIST obtains approval in writing for such additional costs from the CITY.

B. Payment Schedule

1. ARTIST's completion milestones and payment schedule is as set forth in **EXHIBIT B**.

V. Fabrication and Installation

- A. The ARTIST shall fabricate and install the Artwork in substantial conformity with the Design. The ARTIST may not substantially deviate from the Design without written approval of the CITY.
- B. The ARTIST shall provide at least ten (10) days' notice to the CITY, in writing, when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site.
- C. The CITY shall promptly notify the ARTIST of any delays impacting installation of the Artwork.
- D. The ARTIST shall inspect the Site at least ten (10) days prior to, but no greater than thirty (30) days prior to, the transportation and installation of the Artwork and shall notify the CITY, within two (2) business days, of any adverse Site conditions that will impact the installation of the Artwork, and which are in need of correction. Failure to inspect the site by the ARTIST shall be deemed as an acceptance of the Site conditions.
- E. The ARTIST shall deliver and install the Artwork to the Site in accordance with the Proposed Schedule/Timeframe included in **EXHIBIT E**.
- F. The ARTIST shall be present to supervise the installation of the Artwork.
- G. Upon completion of the installation of the Artwork, the ARTIST shall provide the CITY with an executed Waiver of Artist's Rights, attached as **EXHIBIT G** and incorporated herein, and the CITY assumes responsibility for the Artwork.
- H. Upon completion of the installation of the Artwork, the ARTIST shall provide the CITY with the Art Condition Report, **EXHIBIT H**, and written instructions for the future maintenance and preservation of the Artwork that is approved by the CITY and FDOT.
- I. Notwithstanding anything to the contrary, ARTIST may not install the Artwork until receipt of written authorization by the CITY.

3. **ARTIST'S REPRESENTATIONS AND WARRANTIES**

I. Warranties of Title

The ARTIST represents and warrants that:

- A. the Artwork is solely the result of the artistic effort of the ARTIST;
- B. except as otherwise disclosed in writing to the CITY, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- C. the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- D. the ARTIST has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Artwork, or any element thereof, or any copyright related thereto, which may affect or impair the rights granted pursuant to this Agreement;
- E. the Artwork is free and clear of any liens from any source whatsoever;
- F. all Artwork created by the ARTIST under this Agreement, whether created by the ARTIST alone or in collaboration with others, shall be wholly original with the ARTIST and shall not infringe upon or violate the rights of any third party;
- G. the ARTIST has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
- H. all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances and with all necessary care, skill, and diligence;

- I. these representations and warranties shall survive the termination or other extinction of this Agreement;
- J. ARTIST shall provide to the CITY a signed, sworn and notarized Warranty of Title, **EXHIBIT F**, certifying that the Artwork is free of liens, claims or other encumbrances and that ARTIST has the legal ability to make this sale upon the completion of installation and final payment to the ARTIST. This Warranty of Title transfers all rights of ownership to the Artwork listed on this Agreement to the CITY and shall survive termination of this Agreement.

II. Warranties of Quality and Condition

- A. The ARTIST provides a warranty for the Work for a period of one (1) year (Warranty Period) commencing upon the date of substantial completion and acceptance of the Work by the CITY.
- B. The Parties agree that certain components or equipment incorporated into the project may be supplied by third-party manufacturers or vendors. This warranty explicitly excludes any such third-party equipment, materials, or components, which are subject to their respective manufacturers' or vendors' warranties.
- C. The ARTIST warrants that, during the Warranty Period, the Work shall be free from defects in materials and workmanship, and it shall conform to the specifications and design criteria set forth in the contract documents and approved by the CITY.
- D. In the event of any defect or non-conformity covered by this warranty, the CITY shall promptly notify the ARTIST in writing. The notification shall include a detailed description of the defect or non-conformity and any supporting documentation or evidence.
- E. Upon receipt of a valid warranty claim, the ARTIST shall, at its expense, in a reasonable time, repair or replace the defective or non-conforming part(s) of the Work. If repair or replacement is not feasible, the Contractor shall provide an alternative remedy mutually agreed upon by both Parties.
- F. This warranty shall not cover damage or defects to utilities (including but not limited to power, data, electrical and water) to the Site or damage or defects resulting from normal wear and tear, misuse, vandalism, acts of nature, or any alterations or modifications to the Work made by parties other than the Contractor without prior written consent.
- G. The CITY shall take reasonable steps to maintain and protect the Work during the Warranty Period and ensure that it is not subjected to any conditions that could reasonably be expected to cause damage or defects. The CITY shall also be responsible for ongoing site maintenance (including but not limited to landscaping, pest control, and environmental conditions), security and repair of utilities, including addressing any disruptions, outages, or issues that may affect the Work's operation. Failure to maintain the Work per the Maintenance Manual provided may result in the voiding of the Warranty Period.
- H. CITY shall maintain a record of all maintenance activities pertaining to the Work. This record shall include a log of each maintenance task, the names of individuals or organizations responsible for its execution, and any associated costs.
- I. It is considered a breach of warranty if a record of maintenance is not kept and shared every 4 months with ARTIST during the Warranty Period.

4. SELECTION AND DISPLAY OF ARTWORK

CITY shall have sole discretion to select and display the Artwork.

5. INSTALLATION OF ARTWORK

CITY shall have sole discretion to select a location for all commissioned Artwork installation. ARTIST may be required to provide two-dimensional Artwork(s) to CITY in a frame and "ready to hang." If the Artwork is

sculpture, ARTIST may be required to provide CITY with an appropriate pedestal or plinth for display purposes, and a clear cover for protection if such is deemed necessary by the CITY. Public Artwork to be displayed outdoors must be made of suitable materials to withstand the climate and specifics of the display area. If the Artwork requires signed and sealed engineering plans for installation, ARTIST will provide these to the CITY.

6. LIABILITY

ARTIST shall bear the risk of loss of, or damage to, the Artwork until the Artwork is delivered to the CITY. The ARTIST shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. Upon acceptance of the Artwork, CITY shall bear the risk of loss of, or damage to, the Artwork.

7. SIGNAGE AND PUBLIC EDUCATION

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

8. CARE OF ARTWORK

CITY shall take all reasonable care to maintain and protect the Artwork. Should the Artwork become damaged, depending on the nature and extent of damage, CITY may remove the Artwork from its display location. CITY shall exclusively have the right to determine when and if repairs and restorations to the Artwork are required. CITY shall perform repairs and maintenance for the Artwork guided by the written specifications of ARTIST provided on the Documentation Worksheet, attached as **EXHIBIT I**, that are approved by the CITY and FDOT and incorporated herein. Notwithstanding any provision in this Agreement to the contrary, CITY shall have no obligation to protect or maintain the Artwork against CITY-approved renovation to or demolition of the building or public space in or around which the Artwork is located if the Artwork cannot reasonably, in the sole discretion of the CITY, be salvaged or relocated prior to the renovation or demolition.

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

9. SAFETY

For any Work that is to be performed on premises that are owned or controlled by the CITY (the Premises), ARTIST has the sole and exclusive duty for the safety of the premises. ARTIST 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. ARTIST 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 ARTIST 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. ARTIST 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. ARTIST 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 ARTIST.

10. INSURANCE

I. General

- A. The ARTIST acknowledges that until completion of the installation of the Artwork, any injury to property or persons caused by the Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artwork are the sole responsibility of the ARTIST, including, but not limited to, any loss occurring during the creation, storage, transportation, delivery or installation of the Artwork, regardless of where such loss occurs.
- B. Terms for the procurement and duration of insurance are provided in **EXHIBIT D**.
- C. Required insurance policies are described in **EXHIBIT D**.

II. Indemnity

The ARTIST shall indemnify, defend, and hold harmless the CITY, its representatives, employees, and elected officials, from and against all claims, causes, demands, legal fees, costs, losses, damages or other expenses occasioned by any act, conduct, negligence, error or omission by the ARTIST or its respective agents, employees or delegees in the performance of this Agreement or occasioned wholly or in part by any act, conduct, error or omission by the ARTIST or its respective agents, employees or delegees in the performance of this Agreement, occurring during the term of this Agreement. In agreeing to this paragraph, the CITY does not alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, section 768.28, Florida Statutes, or as otherwise provided by law. This Paragraph shall survive the termination of this Agreement. Notwithstanding any provision of this Agreement to the contrary, no Party shall recover from a party to this Agreement in an action, of whatever nature, in contract or tort, any consequential or incidental damages, lost profits, or any type of expectancy damages.

11. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

Title to the Artwork shall pass to the CITY upon completion of the Artwork, completion of installation of the Artwork, and final payment by CITY to ARTIST pursuant to **EXHIBIT B**.

12. REPRODUCTION AND CREDIT

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

13. ARTIST AS AN INDEPENDENT CONTRACTOR

The ARTIST agrees to perform all work under this Agreement as an independent contractor and not as an employee of the CITY. The ARTIST acknowledges and agrees that the ARTIST shall not hold himself out as an authorized agent of the CITY with the power to bind in any manner. The ARTIST shall provide the CITY with the ARTIST's Tax Identification number and any proof of such number as requested by the CITY.

14. ASSIGNMENT OF ARTWORK

The work and services required of the ARTIST are personal and shall not be assigned, sublet, or transferred. Any attempt by the ARTIST to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the CITY. The CITY shall have the right to assign or transfer any and all of the CITY's rights and obligations under this Agreement, subject to the ARTIST's consent, which consent will not be unreasonably withheld.

15. TERMINATION AND DEFAULT

- I. If either party to this Agreement shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice of default to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement may be terminated.
- II. If the ARTIST defaults for cause other than death or incapacitation, the ARTIST shall return to the CITY all funds provided by the CITY. All finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the ARTIST under this Agreement shall be retained by the ARTIST.
- III. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for Force Majeure Events beyond such Party's reasonable control. If a Party claims termination for a Force Majeure Event, such party must provide notice within ten (10) business days after the occurrence of a Force Majeure Event for which such termination is being made. Additionally, notice of termination of this Agreement, for a Force Majeure Event, shall be given to the non-terminating party in writing not less than ten (10) days prior to the effective date of termination.
- IV. The CITY may terminate this Agreement without cause upon sixty (60) days written notice to the ARTIST. The CITY shall pay the ARTIST for services performed and commitments made prior to the date of the termination, consistent with the schedule of payments set forth in **EXHIBIT B** of this Agreement. The ARTIST shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the ARTIST has been compensated to date under **EXHIBIT B**. The ARTIST shall retain possession and title to the plans, drawing, designs, maquettes, and models already prepared and submitted or prepared for submission to the CITY by the ARTIST under this Agreement prior to the date of termination.
- V. Upon notice of termination, the ARTIST and his subcontractors shall cease all services affected.

16. DEATH OR INCAPACITY

- I. If the ARTIST becomes unable to complete this Agreement due to death or incapacity, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the ARTIST for purposes of Article 15.
- II. In the event of incapacity, the ARTIST shall assign his obligations and services under this contract to another ARTIST provided that the CITY provides written approval of the new ARTIST and so agrees

in writing. If the CITY does not agree, the CITY may elect to terminate this Agreement. The ARTIST shall retain all rights under Article 11 in the event of termination pursuant to this provision.

- III. In the event of death, this Agreement shall terminate effective the date of death. The ARTIST's heirs shall retain rights under Article 11.

17. WAIVER

The Parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

18. JURY WAIVER

In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Seventh Judicial Circuit in and for St. Johns County, Florida, for claims under State law, and in the Middle District of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or Termination of this Agreement.

19. AMENDMENTS

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

20. CONFLICT WITH THE LAW

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel to be in conflict with the laws, rules and/or regulations of the United States or the State of Florida, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

21. CHOICE OF LAW

This contract shall be governed by the laws of the State of Florida both as to interpretation and performance.

22. ENTIRE AGREEMENT

This Agreement embodies the whole understanding of the parties hereto with respect to the subject matter set forth herein. There is no promise, term, condition or obligation between the parties with respect to the subject matter set forth in this Agreement, other than those contained herein, and this Agreement shall supersede all previous communications, representation, or agreements between the parties, either oral or written, with respect thereto.

23. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement.

24. PUBLIC RECORDS

The CITY and the ARTIST shall, to the extent applicable, allow public access to all documents, papers, letters and other materials that are subject to the provision of Chapter 119, Florida Statutes, made or received by them in conjunction with this Agreement.

25. SALE OF ARTWORK

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

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

- (1) I am fully authorized to transfer to CITY the Artwork listed in this Agreement;**
- (2) The Artwork will be in good condition except where noted in the Artwork Condition Report; and**
- (3) I have read and agree to abide by the terms of this Agreement.**

***** SIGNATURES ON FOLLOWING PAGE ******

Signed, sealed and delivered
in the presence of:

Witness
Printed Name: _____

Witness
Printed Name: _____

ARTIST:

Printed Name: _____

(Mailing Address) _____
(Telephone Number) _____

CITY:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

ATTEST:

BY: _____
David Birchim, City Manager

Darlene Galambos, City Clerk (SEAL)

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

City Attorney

EXHIBIT A – Preliminary Design
EXHIBIT B - City Budget and Payment Schedule
EXHIBIT C – Artist Budget
EXHIBIT D - Insurance
EXHIBIT E – Proposed Schedule / Timeframe

EXHIBIT F – Warranty of Title
EXHIBIT G – Waiver of Artist’s Rights
EXHIBIT H – Art Condition Report
EXHIBIT I – Documentation Sheet

EXHIBIT A – PRELIMINARY DESIGN

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





Construction / Installation Option B

Cast Stone



CNC Routed Foam Used for Formwork

depeña studio



Cast Stone or GFRP

Process - Fabrication Concept Details

EXHIBIT B – BUDGET AND PAYMENT SCHEDULE

The CITY shall pay the ARTIST \$250,000 (two hundred and fifty thousand dollars), which shall constitute full and complete compensation inclusive of all costs associated with this project, including but not limited to: ARTIST expenses, administration, subconsultants and engineered drawings, travel and lodging, conservation assessment, Artwork fabrication, storage, transportation and installation, related permits, licenses, taxes, and insurance, furnished by the ARTIST under this Agreement. Payment shall be made in accordance with the following milestones:

		PERCENT	AMOUNT
Milestone 1	Contract	20%	\$50,000
Milestone 2	Design Development	15%	\$37,500
Milestone 3	Construction Documents > Fabrication Kick-off	40%	\$100,000
Milestone 4	50% Fabrication > Installation Mobilization	20%	\$50,000
Milestone 5	Completion + Acceptance	10%	\$12,500

Upon completion of each milestone, the ARTIST shall submit a written invoice to the CITY requesting payment. The ARTIST shall include documentation of work completed in the form of photographs and written descriptions to indicate completion of milestones. The CITY shall submit payment within thirty (30) days of receipt of invoice.

The Parties understand that approvals are essential to move the Project forward in accordance with the agreed-upon schedule and budget. Delays in approvals may have adverse effects on both the schedule and budget, potentially resulting in additional costs and project timeline extensions. The Client agrees to use reasonable efforts to provide approvals, feedback, and instructions in a prompt and efficient manner.

The Parties recognize that unforeseen circumstances or complexities may arise during the Project, and in such cases, they shall exercise good faith and cooperation to make necessary adjustments while keeping the Project's objectives and quality intact.

Reasonable approvals will not be withheld or unreasonably delayed.

EXHIBIT C – BUDGET FROM ARTIST

Proposed Budget

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

EXHIBIT D – INSURANCE

1. Commercial General Liability insurance policy, written on an occurrence form basis, including all the usual coverage known as:
 - a. premises/operations liability
 - b. products/completed operations
 - c. personal/advertising injury
 - d. contractual liability
 - e. broad-form property damage
 - f. independent contractor's liability
2. Said policy must provide the following minimum coverage:
 - a. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
 - b. \$1,000,000 annual aggregate
 - c. Automobile liability. Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the ARTIST does not own any automobiles; the Business Auto Liability requirement shall be amended allowing ARTIST to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided to the CITY. Coverage shall apply on a primary basis.
 - d. Workers' Compensation Insurance and Employer's Liability. The ARTIST shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided to the CITY. Coverage shall apply on a primary basis.
 - e. Transportation/Cartage insurance. Prior to shipment, the ARTIST must show the CITY that the Artwork is insured independently or by the carrier during its shipment to the Site. While under the care, custody, and control of the carrier up to the value of the Artwork.
 - f. Installation Subcontractor Liability. It shall be the responsibility of the ARTIST to ensure that all subcontractors for installation of the Artwork at the Site comply with the same insurance requirements referenced above without the language "when required by written contract".

EXHIBIT E – PROJECT TIMELINE / TIMEFRAME

The schedule begins when the initial deposit is received. Schedule is based on receiving timely feedback from Client on decisions and approvals. Timing is subject to change based on deliverables and construction schedule coordination. Depeña Studio will coordinate a final schedule with Client for approval and implementation.

DURATION

Milestone 1	Contract Execution	~2 weeks (Includes review time)
Milestone 2	Design Development	8-10 weeks
Milestone 3	Construction Documents > Fabrication Kick-off	8-10 weeks
Milestone 4	50% Fabrication > Installation Mobilization	12-16 weeks
	Installation	4-6 weeks
Milestone 5	Completion + Acceptance	3 days from Installation Completion
Total Duration		Estimated 1 year

DELIVERABLES

CLIENT DELIVERABLES

Milestone 1	Contract	• Signed Contract • Invoice	• Signed Contract • Milestone 1 payment
Milestone 2	Design Development	• Concept Designs • <u>Design Development Proposal</u> including schedule, budget, plans and drawings • Small material samples • Milestone 2 invoice	• Site Details including site plans, utilities, future construction plans / impact • Timely + reasonable approval of Design Development Proposal • Written Notice to Proceed to Milestone 3 • Milestone 2 payment
Milestone 3	Construction Documents > Fabrication Kick-off	• <u>Construction Documents</u> including plans, Engineer stamped and sealed drawings, installation plan + schedule • Milestone 3 invoice	• Site Preparation • Written Notice to Proceed to Fabrication • Milestone 3 payment
Milestone 4	50% Fabrication > Installation Mobilization	• Photo report on fabrication progress • Milestone 4 invoice	• Site Protection/Security • Written Notice to Proceed to Fabrication • Milestone 4 payment
Milestone 5	Completion + Acceptance	• <u>Maintenance Manual</u> including 3rd party purchases spec sheets and warranty • Milestone 6 invoice • Bill of Sale/Title Transfer after receipt of final payment.	• Written Notice of Completion • Milestone 6 payment

EXHIBIT F

WARRANTY OF TITLE

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

Signed, sealed and delivered
in the presence of:

ARTIST:

Witness

Printed Name: _____

Printed Name: _____

DATE: _____

Witness

Printed Name: _____

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

Notary Public, State of Florida at Large

(Print Notary Name)

My Commission Expires: _____

EXHIBIT G

WAIVER OF ARTIST RIGHTS

Title of Artwork: _____.

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

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

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

Signed, sealed and delivered
in the presence of:

**ARTIST
OR ARTIST'S ESTATE REPRESENTATIVE:**

Witness
Printed Name: _____

Printed Name: _____

DATE: _____

Witness
Printed Name: _____

EXHIBIT H
ARTWORK CONDITION REPORT

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

Dimensions _____ H x _____ W x _____ D

Artist: _____

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

Number of photographs or diagrams enclosed: _____

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

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

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

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

Tears/Splits: ☐ None apparent ☐ Yes _____

Losses: ☐ None apparent ☐ Yes _____

Accessory Support: ☐ Stretcher ☐ Other _____

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

Page 237 of 290

Special handling, packing and display requirements: _____

Diagram:

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

EXHIBIT I
DOCUMENTATION WORKSHEET

INSTRUCTIONS FOR COMPLETING THE DOCUMENTATION WORKSHEET:

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

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

SECTION 1. ARTIST INFORMATION:

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

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

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

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

Citizenship: Fill in the artist's current citizenship.

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

SECTION 2. ARTWORK INFORMATION:

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

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

Medium: Describe medium of the Artwork.

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

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

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

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

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

SECTION 3. FABRICATION & TECHNICAL SPECIFICATION INFORMATION:

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

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

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

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

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

SECTION 4. PUBLICITY INFORMATION:

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

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

SECTION 1. ARTIST INFORMATION:

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

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

Birthplace: _____

Citizenship: _____

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

SECTION 2. ARTWORK INFORMATION:

Title: _____

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

Medium:

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

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

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

5) _____

6) _____

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

<u>Company Name</u>	<u>Business Address</u>	<u>Telephone/Fax/Email</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

☐ Denotes date of fabrication

☐ Denotes date of installation

Dimensions (Attach isometric sketch with dimensions if necessary):

_____ H x _____ W x _____ D

Inscriptions and Identifying Marks:

☐ Artist's Signature – Location _____

☐ Date – Location _____

☐ Other – Location _____

Siting:

Street Address: _____

Building Name: _____

Building Floor Level: _____

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

SECTION 3. FABRICATION AND TECHNICAL SPECIFICATION INFORMATION:

Fabricator(s) / Collaborator(s):

<u>Name</u>	<u>Address</u>	<u>Telephone</u>	<u>"F" or "C"?</u>
_____	_____	_____	_____
_____	_____	_____	_____

Method of Fabrication: _____

Fabrication Documents:

Note fabrication documents for the Artwork which have been provided to the CITY or are being submitted.

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

Maintenance Instructions (Describe the suggested maintenance procedures):

Cleaning Materials: _____

Cleaning Instructions: _____

Cleaning Frequency: _____

Replacement Parts (Components which require regular replacement):

Materials: _____

Sources: _____

Paints / Finishes:

Primers: _____

Paints: _____

Number of Coats: _____

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

Lighting:

SECTION 4. PUBLICITY INFORMATION:

Exhibition History:

Publications:

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: October 31, 2024

RE: Notification of Board Term Expirations - Civil Service Board

Notification is being made to the Commission relevant to two (2) term expirations which expire on January 1, 2025. Current Board members Steve Moranda and Loran Lueders are eligible for reappointment.

Advertisements requesting applications were placed in the St. Augustine Record in accordance with board advertising policies and posted on the City website.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Darlene Salambos".

City Clerk

xc: CSB Clerk's File

CIVIL SERVICE BOARD

Meets 3rd Wednesday in January and June at 10:00 A.M. and on call
Alcazar Conference Room, City Hall

Board Member	Contact information	Appointment	4-Year Appointed Terms Expire
Steve Moranda CHAIR Retired	4220 Wicks Branch Road 32086 794-2780 794-0296 sssmoranda@gmail.com	12/12/04 12/08/08 12/10/12 12/12/16 12/14/20	01/01/2025
Loran Lueders Retired	dleleven@aol.com	12/12/16 filled vacancy 12/14/20	01/01/2025
Gregory Nichols Retired	128 Caretta Circle 32086 904-377-7283 doublenichols@bellsouth.net	02/12/24 filled vacancy	01/01/2028

Elected Board Members	Contact Information	Election Date	3-Year Term Expiration
Sean Canning Police Representative	209-3422 315-1756 scanning@staugpd.com	8/13/2021 12/2021	01/01/25
Brandon Seymour Fire Representative	825-1098 bseymour88@ymail.com	2//2018 3/17/20 12/2022	01/01/26

EX-OFFICIO MEMBERS

Jennifer Michaux Chief of Police	825-1075 jmichaux@staugpd.com
Carlos Aviles Fire Chief	825-1099 caviles@citystaug.com

CIVIL SERVICE BOARD

Authorization:	City Charter, Article X.5
Number of Members:	Five 5; with two 2 ex-officio members police and fire chiefs with voice in proceeding but no vote.
Terms of Office:	Commission appointed members – four 4 years; elected members – three (3) years. <i>(Ord. 2019-19: Referendum question regarding the extension of term limits for police and fire representatives to 3 years passed at the March 17th, 2020, Presidential Preference Primary election)</i>
Appointment:	Three 3 appointed by City Commission; one 1 elected from within Police Dept; one 1 elected from within Fire Dept.
Re-appointments:	Normal terms expire in January.
Qualifications:	Must be of different vocations; not employed by the City in any capacity, official or otherwise.
Duties:	Adopt, enact, and amend a code of rules and regulations. The code covers the regulations for the conduct and direction of the members of the police and fire departments and prescribes discipline and control; provides for examinations and lists of those eligible for employment and promotion; hears appeals of discharged and suspended employees.
Attendance:	Ordinance 2018-11 amended Sec. 2-191 to remove the language regarding meeting attendance and instead states <u>"Members of Boards may be removed by majority vote of the Commission, upon notice of the intent to remove the Board member mailed to the address on record at the office of the city clerk by certified U.S. mail, return receipt requested, and a hearing before the City Commission providing the member an opportunity to be heard"</u> .
Meetings:	Meets third Wednesday each January and June for annual reorganization; thereafter meets on call.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: October 31, 2024

RE: Notification of Board Term Expiration – St. Augustine Firefighters' Pension Trust Fund

Notification is being made to the St. Augustine Firefighters' Pension Trust Fund Board of Trustees relevant to one (1) term expiration, which expires on January 1, 2025. Current Board appointed member JoLinda LeVeck is eligible for reappointment.

Advertisements requesting applications were placed in the St. Augustine Record in accordance with board advertising policies and posted on the City website.

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



Darlene Galambos
City Clerk

Xc: Clerk's Office

BOARD OF TRUSTEES
ST. AUGUSTINE FIREFIGHTERS' PENSION TRUST FUND

Meets quarterly, February, May, August and November – 1:00 P.M.
Communications Conference Room, Elevator Lobby "B," 2nd Floor, City Hall

Board Member	Contact information	Election Date	2-Year Terms Expire
Dustin Hamilton VICE-CHAIR/Secretary	101 Malaga Street 808-3369 dhamilton@citystaug.com	12/2022	01/01/2025
Sean Crofutt CHAIR	101 Malaga Street 829-1098 cro103@yahoo.com	12/2023 12/2021 11/2019 02/2018	01/01/2026
Appointed Board Members	Contact Information	Appointment	2-Year Term Expiration
Micah A. Clukey, Jr.	30 Seminole Drive, 32094 669-7618 mclukey@clukeyandtebault.com	12/11/2023 02/28/2022	01/01/26
Paul Leonard	5 Indian Mound, 32084 602-326-9190 pleonard430@gmail.com	12/11/2023	01/01/26
JoLinda LeVeck BOARD APPOINTED	276 Sunshine Drive, 32086 669-4182 jolindaSAFD@gmail.com	2/8/2023 (CC Minist. Approv. 2/27/23) 1/8/2020	01/01/25
Pedro Herrera Sugarman & Susskind, P.A. 100 Miracle Mile ste 300 Coral Gables, FL 33134 305-613-5302 pherrera@sugarmansusskind.com	Brendon Vavrica AndCo Consulting 340 West Central Ave, Ste 300 Winter Haven, FL 33880 836-293-8289 BrendonV@andcoconsulting.com	Doug Lozen Foster & Foster, Inc. 13420 Parker Commons Blvd, Ste 104 Fort Myers, FL 33912 239-433-5500 Doug.Lozen@foster-foster.com	Kimberly Kutlenios Fifth Third Bank 200 E. Robinson St, 9 th Floor Orlando, FL 32801 407-999-3027 Kimberly.kutlenios@53.com

01/02/24

BOARD OF TRUSTEES
ST. AUGUSTINE FIREFIGHTER'S PENSION TRUST FUND

Authorization: Article V, Chapter 20, Code of Ordinances

Number of Members: Five (5)

Terms of Office: Elected and appointed members Two (2) year terms.

Appointment: **Two (2) legal residents of the city appointed by City Commission:** two (2) member representatives elected by the firefighters; and **one (1) selected by previous four (4).**

Qualifications: None stated in ordinance

Duties: The general administration, management, and responsibility for the proper operation of the retirement system, and for construing and making effective the provisions thereof.

Attendance: Ordinance 2018-11 amended Sec. 2-191 to remove the language regarding meeting attendance and instead states "Members of Boards may be removed by majority vote of the Commission, upon notice of the intent to remove the Board member mailed to the address on record at the office of the city clerk by certified U.S. mail, return receipt requested, and a hearing before the City Commission providing the member an opportunity to be heard".

Meetings: Quarterly in February, May, August, November

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, October 14, 2024

The City Commission met in formal session Monday, October 14, 2024, at 5:00 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Nancy Sikes-Kline, and the following were present:

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

Also Present: David Birchim, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
Reuben Franklin, Assistant City Manager
Stephen Slaughter, Director, Public Works & Utilities
Amy Skinner, Director Planning and Building
Melissa Wissel, Director, Communications
Jaime D. Perkins, Manager Neighborhood Services & Community
Redevelopment Agency
Corey Sakryd, Director, General Services
Amber Foschaar, Grants Administrative Coordinator
Eric Mauldin, Harbor Master, Marina
Jennifer Michaux, Police Chief
Elyse Wiemann, Recording Secretary

MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Mayor Sikes-Kline requested a moment of silence and Commissioner Horvath led the Pledge of Allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

 Mayor Sikes-Kline requested that the Certificate of Recognition be changed to a proclamation. She said this would need to be preapproved prior to being added to the agenda.

MOTION

Mayor Sikes-Kline **MOVED** to substitute the Certificate of Recognition for a Proclamation for the St. Augustine Lighthouse. The motion was **SECONDED** by Commissioner Horvath and **APPROVED BY UNANIMOUS VOICE VOTE.**

Mr. Birchim requested that Resolution 2024-40 be added to the agenda as item 9.B.5. He said the resolution was in support of a grant from the Florida Inland Navigation District (FIND) which would help pay for the cost from storm damage to the Municipal Marina.

MOTION

Mayor Sikes-Kline **MOVED** the two items, the Proclamation and Resolution 2024-40, be modified to the agenda. The motion was **SECONDED** by Commissioner Garris and **APPROVED BY UNANIMOUS VOICE VOTE.**

MOTION

Commissioner Horvath **MOVED** to approve the Regular Agenda as modified. The motion was **SECONDED** by Commissioner Springfield and **APPROVED BY UNANIMOUS VOICE VOTE.**

3. Special Presentations, Recognitions and Proclamations

 **3.A Certificate of Recognition Proclamation:** 2024-33 celebrates the 150th Anniversary of the St. Augustine Lighthouse. (N. Sikes-Kline, Mayor)

3.B. Proclamation 2024-27: Proclaims the month of October 2024 as Domestic Violence Awareness Month. (R. Horvath, Vice Mayor)

4. General Public Comments (3 minutes per individual)

The Commission heard from the following members of the public:

- Carla Young 
- Scott York 
- Paul Hammel 
- Charles Pappas 
- BJ Kalaidi 

5. Consent Agenda

David Birchim, City Manager, read the Consent Agenda.

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON DATE: OCTOBER 28, 2024

- Ordinance 2024-31: Amends the terms of members of the Board of Trustees of the St. Augustine Police Officers' Retirement Trust Fund.
- Ordinance 2024-32: Clarifies the enforcement of public encampment regulations to conform with state law
- Ordinance 2024-33: Creates a new street, closes a section of Spanish Street to vehicular traffic, and reverses a section of Cuna Street traffic from East to West.

CA.3. Reminder of Upcoming Meetings:

- October 28, 2024, 3:30PM, Community Redevelopment Agency Meeting
- October 28, 2024, 5:00PM, Regular City Commission Meeting
- November 12, 2024, 5:00PM, Regular City Commission Meeting
- December 2, 2024, 7:30PM, Special City Commission Meeting
- December 9, 2024, 5:00PM, Regular City Commission Meeting

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

- September 9, 2024-Regular City Commission Meeting
- September 19, 2024-Special City Commission Budget Meeting
- September 23, 2024-Regular City Commission Meeting

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

- 375 Madeore Street-Stacy Gibson

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:**

Certificate of Recognition in celebration of the retirement of Christina Parrish Stone as the Executive Director of the St. Johns Cultural Council and for enhancing the resident and visitor experience in the Nation's Oldest City. (N. Sikes-Kline, Mayor)

Certificate of Appreciation for David Nolan in recognition of his service in supporting, protecting, and preserving African American History within Lincolnville and the community of the City of St. Augustine. (C. Garris, Commissioner)

Certificate of Recognition for the 25th Anniversary and Silver Jubilee of the Butterfield Garage. (N. Sikes-Kline, Mayor)

CA.8. Amendment to Fullerwood Park Lease from the St. John's County School District. (D. Birchim, City Manager)

End Consent Agenda

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

 Mayor Sikes-Kline asked for further explanation regarding the Amendment to Fullerwood Park Lease from the St. John's County School District.

Mr. Birchim replied the Fullerwood park was a neighborhood park owned by the school district. He said the current lease in place would expired in 2027 and would then revert to an annual renewable lease; however, the amendment was to extend the lease period to 2047 and then from that period the lease would be renewed annually. He thanked Gina Burrell who was instrumental in assisting with this matter.

5.B. Approval of Consent Agenda

MOTION



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

6. Appeals

(None)

7. General Public Presentations, Items of Great Public Importance, and Other Items Requiring Public Hearings

7.A. General Public Presentations

(None)

7.B. Items of Great Public Importance

(None)

7.C. Other Items Requiring Public Hearing

(None)

8. Ordinances and Resolutions – Public Hearing Required.

8.A. Ordinances – Second Reading

(None)

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

(None)

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

(None)

9. Ordinances and Resolutions - No Public Hearing Required



9.A. Ordinances – First Reading

9.A.1. Ordinance 2024-31: Amends the terms of members of the Board of Trustees of the St. Augustine Police Officers' Retirement Trust Fund. (I. Lopez, City Attorney)

Isabelle Lopez, City Attorney reviewed the Ordinance.

MOTION

Commissioner Springfield MOVED to pass Ordinance 2024-31 on first reading and moved to second reading. The motion was SECONDED by Commissioner Blonder.

Ms. Lopez read the Ordinance.

ORDINANCE NO. 2024-31

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 20 OF THE CODE OF THE CITY OF ST. AUGUSTINE; AMENDING SECTION 20-223 EXTENDING THE TERM LIMITS FOR MEMBERS OF THE BOARD OF TRUSTEES OF THE ST. AUGUSTINE POLICE OFFICERS' RETIREMENT TRUST FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: Springfield, Blonder, Garris, Horvath, Sikes-Kline
NAYES: NONE

9.A.2. Ordinance 2024-32: Clarifies the enforcement of public encampment regulations to conform with state law. (I. Lopez, City Attorney)

Isabelle Lopez, City Attorney reviewed the Ordinance.

Commissioner Springfield noted this was not a homeless problem but a camping on public property issue.

Ms. Lopez replied that was correct, and the City's ordinance was drafted that way, but there were special provisions for individuals experiencing homelessness and shelter beds were provided.

Mayor Sikes-Kline thanked Ms. Lopez for her due diligence and preventing any misunderstandings in the future.

MOTION

Mayor Sikes-Kline MOVED to pass Ordinance 2024-32 on first reading read by title only and moved to second reading. The motion was SECONDED by Commissioner Horvath.

Ms. Lopez read the Ordinance.

ORDINANCE NO. 2024-32

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 22 OF THE CODE OF THE CITY OF ST. AUGUSTINE; AMENDING SECTION 22-12 TO CLARIFY THE ENFORCEMENT OF PUBLIC ENCAMPMENT REGULATIONS AND TO CONFORM WITH STATE LAW; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Blonder requested that the City Manager, David Birchim, provide an update on the construction on the day center during a future meeting.

Mr. Birchim agreed.

VOTE ON MOTION:

AYES: Sikes-Kline, Horvath, Garris, Springfield, Blonder
NAYES: NONE

MOTION APPROVED UNANIMOUSLY

9.A.3. Ordinance 2024-33:
Creates a new street, closes a section of Spanish Street to vehicular traffic, and reverses a section of Cuna Street traffic from East to West. (R. Franklin, Assistant City Manager)

Reuben Franklin, Assistant City Manager reviewed the Ordinance. He requested a name be selected for the new street and noted at second reading, the ordinance would be updated to include the street name.

Commissioner Horvath spoke in support of Rosario Lane because the redoubt was on that side.

Commissioner Blonder did not oppose Rosario Lane, but pointed out that the Prickly Pear Lane was a nod to the ecosystem services that helped extend the defensive line.

Commissioner Springfield was in favor of Rosario Lane.

Mayor Sikes-Kline and Commissioner Garriss were in support of Rosario Lane.

MOTION

Commissioner Horvath **MOVED** to name the street Rosario Lane and pass Ordinance 2024-33 on first reading by title only and moved to second reading. The motion was **SECONDED** by Commissioner Springfield.

Ms. Lopez read the Ordinance.

ORDINANCE NO. 2024-33

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA CREATING SECTION 22-169 A NEWLY NAMED STREET LOCATED ON THE SOUTHERN PORTION OF THE TOLOMATO LOT

BETWEEN SPANISH STREET AND CORDOVA STREET; CREATING SECTION 22-337 STREET CLOSING TO VEHICULAR TRAFFIC THE SECTION OF SPANISH STREET BETWEEN TOLOMATO LANE AND ORANGE STREET AND CLOSING TO THROUGH VEHICULAR TRAFFIC THE SECTION OF SPANISH STREET BETWEEN CUNA STREET AND A NEWLY NAMED STREET DESCRIBED IN SECTION 22-169; AMENDING SECTION 24-13 REVERSING THE ONE WAY TRAFFIC DESIGNATION FROM EAST TO WEST ON CUNA STREET BETWEEN SPANISH STREET AND CORDOVA STREET PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: Horvath, Springfield, Garriss, Blonder, Sikes-Kline

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

Commissioner Blonder asked for the one-way street sign to be made larger at Cuna Street off of Cordova Street.

Mr. Franklin agreed.

Commissioner Garriss asked if the parking lot had been paved.

Mr. Franklin said the parking lot was not paved as of yet, but it would be done soon.

9.B. Resolutions

9.B.1. Resolution 2024-36: Authorizes the execution of an agreement between the Florida Department of Transportation and the City of St. Augustine for construction of a landscaping project on State Road 5/US1. (R. Franklin, Assistant City Manager)

Reuben Franklin, Assistant City Manager reviewed the Resolution.

Commissioner Blonder requested for native plants to be used as part of the plan.

Mr. Franklin replied that could be done.

Mayor Sikes-Kline asked if there were irrigation systems in the medians.

Mr. Franklin said the medians had irrigation and there were sleeves installed for future irrigation. He said a conceptual plan prior to the Department of Transportation starting construction on US1, which reviewed the planting and that was what started this agreement.

Commissioner Blonder asked about a timeline regarding the construction around Oyster Creek.

Mr. Franklin replied there had been a delay with the culvert; however, he would reach out to DOT and provide an update to the City Manager.

MOTION

Commissioner Blonder **MOVED** to pass Resolution 2024-36. The motion was **SECONDED** Mayor Sikes-Kline.

VOTE ON MOTION:

AYES: Blonder, Sikes-Kline, Garris, Springfield, Horvath

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

9.B.2. Resolution 2024-37: Deeds a parcel of land for the footprint of the new Seawall to the Florida Department of Transportation (FDOT) for the Seawall Replacement Project located at SR 5A (A1A) from the Bridge of Lions to Charlotte Street. (M. Breidenstein, Assistant City Manager)

Meredith Breidenstein, Assistance City Manager said the next three resolutions were related to the DOT seawall project, which included a deed, temporary easements, and permanent easements. She said Resolution 2024-37 deeded a parcel of land to the DOT for the construction of the new sea wall.

Mr. Birchim asked the size of the parcel that would be deeded to the State of Florida.

Ms. Breidenstein said it was a little over 8,000 linear square feet of submerged lands.

Commissioner Blonder asked if there were any active oyster beds in the area. She said they should be protected as much as possible, because they helped with erosion and water quality.

Mayor Sikes-Kline said she thought it was a mudflat and did not recall there being any, but once it was deeded back it would remain in its natural state.

Commissioner Blonder noted that if there were any oyster beds, they should be restored as part of the agreement.

Reuben Franklin, Assistant City Manager an environmental assessment would be completed, and any impact would be mitigated.

MOTION

Mayor Sikes-Kline **MOVED** to pass Resolution 2024-37. The motion was **SECONDED** by Commissioner Horvath.

VOTE ON MOTION:

AYES: Sikes-Kline, Horvath, Garris, Springfield, Blonder

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

9.B.3. Resolution 2024-38: Grants temporary easements to the

Florida Department of Transportation (FDOT) for the Seawall Replacement Project located at SR 5A (A1A) from the Bridge of Lions to Charlotte Street. (M. Breidenstein, Assistant City Manager)

Meredith Breidenstein Assistance City Manager reviewed the Resolution. She explained this resolution was for temporary easements during the project.

Mayor Sikes-Kline asked if an environmental assessment would be conducted on this as well for temporary impacts.

Ms. Breidenstein said it sounded like that was part of the project.

Mr. Franklin confirmed that would take place.

Mayor Sike-Kline asked if this would extend south of the Bridge of Lions.

Commissioner Horvath explained this seemed to be more of the staging area to not disturb the residents or visitors.

MOTION 

Commissioner Horvath MOVED to pass Resolution 2024-38. The motion was SECONDED by Commissioner Springfield.

VOTE ON MOTION:

AYES: Horvath, Springfield, Garris,

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

 9.B.4. Resolution 2024-39: Grants permanent easements to the Florida Department of Transportation (FDOT) for the Seawall Replacement Project located at SR 5A (A1A) from the Bridge of Lions to Charlotte Street. (M. Breidenstein, Assistant City Manager)

Meredith Breidenstein Assistance City Manager reviewed the Resolution.

MOTION 

Commissioner Springfield MOVED to pass Resolution 2024-39. The motion was SECONDED by Commissioner Horvath.

VOTE ON MOTION:

AYES: Springfield, Horvath, Garris, Blonder, Sikes-Kline

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

9.B.5. Resolution 2024-40:

 Amber Foschaar, Grants Administrative Coordinator reviewed the Resolution.

 Eric Mauldin Harbor Master, provided a brief overview of the damage sustained at the Municipal Marina from Hurricane Helene and Milton.

 Commissioner Blonder said the break water was doing what it was designed to do and was worth repairing. She said closing the mooring field to the north was brilliant and thanked Mr. Mauldin for being proactive.

 Commissioner Springfield asked about two sailboats and their location during the storm and if they were placed there on purpose.

Mr. Mauldin said the ones in the marina were repositioned to a center point of the marina for safety.

 Commissioner Garris said City Manager David Birchim had provided a brief update about the marina at the Rotary Club meeting. She said thanked Mr. Mauldin for his hard work.

MOTION 

Mayor Sikes-Kline MOVED to pass Resolution 2024-40. The motion was SECONDED by Commissioner Blonder.

VOTE ON MOTION:

AYES: Sikes-Kline, Blonder, Garris,
Springfield, Horvath

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

10. Staff Reports and Presentations

**10.A. Consideration of
Neighborhood Grant Program Minimum
Scoring Criteria. (J. Perkins, Manager
Neighborhood Services & Community
Redevelopment Agency)**

Jaime D. Perkins discussed an update regarding the Neighborhood Grant Program and proposed several changes to the grant scoring process to include scoring criteria. She said five neighborhood grant applications were awarded during the two open grant cycles. She noted that after funding the five projects, there was monies remaining that would be added back in to the general fund and around \$15,000 would be reallocated each fiscal year. She discussed the current grant criteria and the proposed changes.

Mayor Sikes-Kline asked that if a project did not meet the minimum score it would not be funded.

Ms. Perkins replied in the affirmative.

Commissioner Blonder asked if the applicant did not meet the recommended minimum score, would they receive assistance on how to improve their score for a future grant cycle.

Ms. Perkins replied they would work with them and encourage them to reapply during the next grant cycle. She said there was a section on the score sheet that allowed the evaluators to leave comments, which was shared with the applicants. She said the fifteen points would be the recommendation for a qualifying score and that would assist the review committee's role during the process, and it would encourage applicants to submit a more competitive application. She felt this would

help the program have longevity with the budget allocated.

Mayor Sikes-Kline asked if assistance was provided in preparation for the grants.

Ms. Perkins said they had provided technical support and assisted with questions.

Mayor Sikes-Kline said there was no separation between for-profit and non-profit, and it was possible for a for-profit organization could qualify for a grant.

Ms. Perkins said when the program was established, there were no objections for projects done by for-profit organizations.

Mayor Sikes-Kline said she loved that the program was evolving, and changes were being made, and agreed with the recommendations; however, wanted to be in a position to where the funds for the program were not being returned to the General Fund as those funds should be rolled over and kept within the program, even though the program was not using all the dollars. She said with four cycles annually, the program could draw in more interest. She thought the technical assistance should be provided to the applicants applying for the grants, but thought funding should not be provided if the organization was for-profit. She thought the eligible projects verses non-eligible projects should be clarified. She asked if the project had to be accessible to the public.

Ms. Perkins replied that the criteria noted it had to be a public benefit.

Ms. Lopez said the reason for this was for example, if a person or organization wanted to do an ecological restoration project, which would not offer public access but otherwise meet all the criteria. She said the benefit would be a public benefit but that was the reason for

keeping it broad and not specifically public access.

Mayor Sikes-Kline thought both could be achieved and if it were geographically able to be located, it should be publicly accessible.

Ms. Perkins said there were for example, neighborhood gardens which were members only. She said it was a public benefit because of the ecological benefits, but not a mass public benefit. She asked if those types of projects should be allowed to be funded.

Mayor Sikes-Kline said in her experience, there were occasions where the gardens were opened to the public at one time or another for special events and that could meet the criteria of being accessible to the general public.

Ms. Perkins asked how that could be determined or if staff would be allowed to make those discretionary decisions by using the criteria. She noted this was the same grant criteria as before but with a few minor changes.

Commissioner Horvath said, pertaining to public benefit and public access, to satisfy the criteria, it could be added that once or twice a year they would be open to the public; furthermore, the gardens were currently open to the public visually. She asked for good applications be provided to applicants as examples to help others understand what was required.

Commissioner Blonder was in support of the recommendations, but unsure of the requirement for public access. She said these projects brought the neighborhood closer together and thought that was an important component.

Commissioner Springfield said the language regarding public access should be clarified as it should not be private, but access should be worded carefully. He

said the application process should not be a difficult to obtain a small amount of funding; however, he was in support of the fifteen points score recommendation.

Commissioner Garris said this program was not to grant the public access but to help make a community have pride in where they live and celebrate the improvements they accomplished as a community. She commended Ms. Perkins on a job well done and liked that a score sheet had been recommended as each project was different. She said even that were open to the public encompassed a larger amount of people and helped those have something to look forward to.

Mayor Sikes-Kline said there seemed to not be an agreement for public access; however, she asked if there was consensus on for-profit organizations to receive funds.

There was a consensus to exclude for-profit organizations from receiving funds for projects.

Mayor Sikes-Kline asked for that provision to be added. She asked about the policy of returning unspent funds back into the program instead of the General Fund. She said she was in support of more monies being added as the program develops.

There was consensus to allow funds to be rolled back into the program.

Ms. Perkins clarified that moving forward, any funds left in the program on September 30, 2025, would be rolled over to the next fiscal year. She said regarding the changes for the grant criteria would the Commission agree to allow those changes to be done administratively.

Mayor Sikes-Kline agreed it could be done administratively.

MOTION

Mayor Sikes-Kline **MOVED** to make the following modifications as suggested in addition to disqualify for-profit organizations, and any unspent funds would roll over to the next fiscal year. The motion was **SECONDED** by Commissioner Blonder.

VOTE ON MOTION:

AYES: Sikes-Kline, Blonder, Garris, Springfield, Horvath

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

Mayor Sikes-Kline said she was happy that the program was so successful.

11. ITEMS BY CITY ATTORNEY

Ms. Lopez reminded the Commission if a written evaluation for the City Manager was provided it was due by October 31, 2024, and it would be placed on the November 12, 2024, agenda for consideration.

12. ITEMS BY CITY CLERK

(None)

13. ITEMS BY CITY MANAGER

Mr. Birchim provided a brief statement regarding Hurricane Milton. He said preparations were made and approximately 20,000 sandbags were distributed to the public. He noted the community received minor damage, and the streets were cleared by 11:00 a.m. on Thursday as there were trees and limbs down. He added there were power outages; however, power was being restored. He said the City was open on Friday for a half day as a high tide flooding event was anticipated in the afternoon; however, that did not happen. He said a King Tide cycle was expected this week and flooding events could occur. He said they had committed law enforcement support to the Tampa area a support team from the Fire Department and Public

Works Department would be sent as necessary. He thanked Fire Chief Carlos Aviles, who lead the City through natural disasters and Police Chief Jennifer Michaux, who provided the City security, Stephen Slaughter, Public Works, and Utility Director, and Corey Sakryd, General Services Director, and Eric Mauldin Harbormaster, as their teams worked very hard throughout this event. He thanked Melissa Wissel, Communications Director, also worked throughout the storm, and the City employees who worked at the Emergency Operations Center (EOC), which were Jill Collins, Cori Niles, and Becky Howell. He thanked Mayor Sikes-Kline for coming to the EOC and providing many public service announcements.

Mr. Birchim said there were used city computers that were normally listed on GovDeals for auction; however, he asked if those could be donated to any Florida community that was suffering from the hurricane.

There was consensus that the computers were able to be donated.

Mayor Sikes-Kline noted she spoke with Florida Power and Light 100% of the City's power outages had been restored.

14. Items by Mayor and Commissioners

Mayor Sikes-Kline said the staff did an outstanding job with preparing for the hurricane and the aftermath. She commended the City residents who followed directions and listened to the warnings. She asked about storm debris as it was questioned during public comment.

Mr. Birchim said they were having extended storm debris pick-up and would be until it was gone.

Mayor Sikes-Kline said she wanted to send her thoughts and prayers to the

Police Department and the family as a Police Officer was injured in the line of duty. She said this was a rare occurrence, but updates would be provided as there was progress.

Commissioner Garris thanked Solid Waste for their hard work and General Services for assisting with the sandbag distribution. She thanked the Marina for getting the boat out of the harbor and thanked the Mayor for speaking to the residents and the City. She thanked the City Manager for his support and leadership. She asked if the agreement from Carla Young, tenant, could be provided to the commissioners as she spoke during public comment. She said Ms. Young had been a good tenant and thought her concern should be looked into.

 Commissioner Horvath thanked everyone for their hard work during the hurricane.

Commissioner Blonder requested that a brochure be developed with services the City provided and basic contact information which could be passed out to residents to assist them during and after a hurricane. She said it could be updated annually and include red flags or warning signs to look for when making decisions because these were things people did not think about during a crisis. She thanked the City for all the hard work.

 Commissioner Springfield thanked everyone for all their hard work and keeping everyone informed. He said the Lake Maria Sanchez project could have been very beneficial and was unsure if it was complete. He noted the painting that monies were raised for had arrived in Avilés, Spain and was a huge success. He thanked Charles Pappas for the project done in Fullerwood. He said he had reviewed studies about City's that had underground utilities and those that did not and thought that if underground utilities could be done, it would be a big help.

15. Adjournment

There being no further business, the meeting was adjourned at 7:18 P.M.¹

Nancy Sikes-Kline, MAYOR

Darlene Galambos, CITY CLERK

¹ Transcribed by Elyse Wiemann

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: November 1, 2024

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 637 CENTER STREET**

Enclosed is a Satisfaction and Release of Mortgage for 637 Center Street, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine and Tina Renee Crews. The mortgage was recorded in the Public Records of St. Johns County on July 23, 2024. Copies of the Unit Connection Fee Mortgage and Promissory Note are enclosed as well for reference.

Please place this Release and Satisfaction of Mortgage on the consent agenda for consideration and execution at the November 12, 2024 City Commission meeting.

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

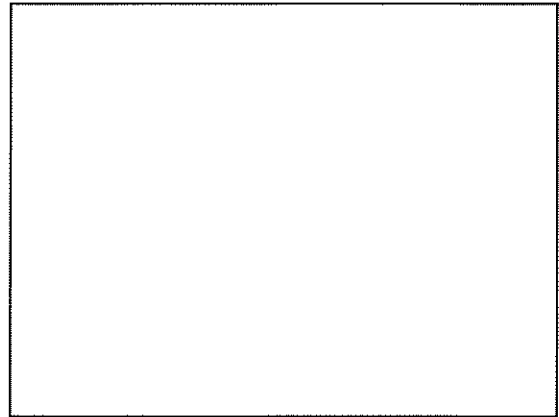
/s/ April R. Owen

April R. Owen
Assistant City Attorney

/sl
Attachment

xc: Darlene Galambos, City Clerk (with original)

This instrument was prepared under the supervision and direction of Isabelle C. Lopez, City Attorney, P.O. Box 210, St. Augustine, Florida 32085



**SATISFACTION AND
RELEASE OF MORTGAGE**

KNOW ALL MEN BY THESE PRESENTS:

THE CITY OF ST. AUGUSTINE, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085-0210 (hereinafter referred to as "Mortgagee"), in consideration of the covenants and agreements set forth hereinafter, hereby releases **TINA RENEE CREWS**, whose address is 637 Center Street, St. Augustine, Florida 32084, her heirs, assigns or successors in title (hereinafter referred to as "Mortgagor"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated July 10, 2024, recorded at Official Records Book 5989, Page 1359, of the Public Records of St. Johns County, Florida, and relating to that certain lot, parcel or piece of land situated in the City of St. Augustine, St. Johns County, Florida, described in **Exhibit "A"** attached hereto and incorporated herein.

Mortgagee hereby releases said Mortgagor from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 5989, Page 1359, of the Public Records of St. Johns County, Florida, and such obligations related to said documents have been fully performed and are therefore satisfied.

IN WITNESS WHEREOF, this Satisfaction and Release of Mortgage has been duly signed and executed by the Mortgagee, this _____ day of _____, 2024.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Nancy Sikes-Kline, Mayor-Commissioner

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

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

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION: THE NORTH 50 FEET OF LOT 21, GENOVAR PLAT OF BLOCK SIX (6) OF THE EAST HALF OF THE HUERTAS GRANT, ACCORDING TO THE OFFICIAL MAP OF NEW AUGUSTINE DATED JUNE 1918 ON FILE IN THE OFFICE OF THE CLERK OF THE COURT OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 122975-0000

LOCATION ADDRESS: 637 CENTER STREET, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

THIS MORTGAGE, by and between, **Tina Renee Crews, whose** address is **637 Center Street, St. Augustine, FL. 32084** (hereinafter called "Mortgagor") and **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized under the laws of the State of Florida, whose address is **P.O. Box 210, Attention Financial Services Dept., St. Augustine, Florida, 32085** (hereinafter called "Mortgagee").

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

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

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

And the Mortgagor further covenants as follows:

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

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

3. That the Mortgagee will make monthly payments in the amount of \$62.76 for 120 Months, with the first payment due August 15, 2024.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this
July 10th, 2024.

Signed, sealed, and delivered in the presence of:



Witness

Printed Name: Aline Lauria



Witness
Printed Name: Kim Snook

BY: 

(Name) Tina Renee Crews

- Mailing Address: 1185 Bayforest Rd
St Augustine, FL 32084

(Address) 637 Center St
St. Augustine, FL. 32084
(Telephone) 904-669-8682

*** NOTARY CERTIFICATION APPEARS ON THE FOLLOWING PAGE ***

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Tina Renee Crews**, by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who has produced FL Drivers License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 10th day of July 2024


Notary Public, State of Florida

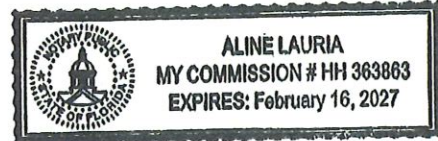


Exhibit "A"

LEGAL DESCRIPTION

Parcel ID Number: 122975-0000

The North 50 feet of Lot 21, Genovar Plat of block Six (6) of the East half of the Huertas Grant, according to the official map of New Augustine dated June 1918 on file in the office of the Clerk of the Court of St. Johns County, Florida.

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: Tina Renee Crews
PROPERTY ADDRESS: 637 Center Street
St. Augustine, FL. 32084

\$5,066.00

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at **637 Center St. St. Augustine, FL. 32084**, the undersigned, jointly and severally, promises to pay to the order of **CITY OF ST. AUGUSTINE, P.O. Box 210, St. Augustine, Florida, 32085**, or elsewhere as the holder hereof may from time to time require, the principal sum of **5,066.00 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **8.48 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **62.76 Dollars**, commencing on **August 15, 2024**, and continuing the same date each month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

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

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

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

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

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

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Tina Renee Crews**, by means of ☒ physical presence or ☐ online notarization, who is personally known to me or who has produced FL Drivers License as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 10th day of July 2024



Notary Public, State of Florida



Exhibit "B"

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

Signed, sealed and delivered **dated as of** July 10th, 2024, in the presence of:



Witness

Printed Name: Aline Lauria



Witness

Printed Name: Kim Cook

BY: 

(Name) Tina Renee Crews

(Address) 637 Center St.
St. Augustine, FL. 32084
(Telephone) 904- 669-8682

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: October 31, 2024

RE: ANNUAL STATUS REPORT – CITY ATTORNEY’S OFFICE

Please find enclosed the following documents reflecting the year-in-review:

1. Public Meetings Attendance Chart
2. Work Log Drafting & Review Chart
3. In-House Counsel Litigation and Appeals Chart
4. Cases Aided by Outside Counsel Chart
5. City Ordinance Violation Disposition Chart
6. Ordinance & Resolution Chart
7. Staff & New Board Member Training Chart
8. Legislative Bill Tracking Chart
9. Proposed Budget Changes Chart – FY 2024-25

Administrative:

The City Attorney’s office currently consists of one City Attorney with twenty-eight (28) years of experience and one Assistant City Attorney with eleven (11) years of experience, but new to city government. The office is supported by an administrative assistant/paralegal who also provides reciprocal lunch and vacation coverage to the City Manager’s administrative assistant.

The office physically consists of three separate offices, with overflow filing capacity at the City Manager’s office, and printing capacity at a communal printer in a separate room. The preliminary budget submitted to Administration for fiscal year 2024-25 is \$647,864. This includes salaries and benefits, professional membership dues, continuing education and training, office supplies, copying, and fees for the overhaul of the City’s pension regulations for police and general employees, real estate appraiser costs, title company searches, court reporting costs, legal research software, and books.

Overview:

The City Attorney’s office provides general counsel services to the City Commission and all of the City’s boards and committees; the CRA, HARB, PZB, Special Magistrate, as well as, issue specific committees as appointed. The range of services includes attending public meetings, drafting resolutions and ordinances, reviewing upcoming agenda items, training staff and boards on Government in the Sunshine, Public Records and Ethics, assisting staff in answering board member or citizen questions, and advising staff on issues ranging from land use to life safety codes. In addition, the City Attorney by Charter advises officials on issues relating to their official duties, which can include requesting formal and informal opinions from the Commission on Ethics or the Attorney General’s office. Public meetings comprised **248.5 hours of attorney time** from October 2023 – September 2024, with an additional **17 hours of new board member and staff public records training**.

Legislative Review:

The City Attorney keeps abreast of changes in the law or proposed legislation that may impact the City. This past legislative session was active in terms of sponsored bills that could have

impacted the City. Our office tracked **142 bills** from initial filing through enactment or setting aside. We assist the City's legislative consultants on both text and strategy, as needed. After Session has concluded, we brief department directors and strategize any necessary amendments to City regulations. This past year we wrote/reviewed **70 resolutions and ordinances**.

Special Projects:

As part of our staff support to City departments, we review annually the legally available revenue sources from tax levies and other sources in conjunction with the Director of Budget & Performance Management/Assistant City Manager and the Finance Director.

Contracts, Agreements, Bonds, Leases:

Contract and procurement review is provided by our office, as are traditional and submerged land leases. Most standard contracts, including letter agreements, leases, license agreements, bailments and object loan agreements utilize standardized templates created and revised episodically by the City Attorney's office, and modified based on specific project needs. Additional contract and bid review is required when the City piggybacks on other agency contracts, and occasionally vendors insist on their specific contract forms which requires more revisions and legal review. All bonds, contracts, and instruments, per Charter, must be reviewed and endorsed by the City Attorney. The City Attorney's office reviewed **670 documents** this past year.

In-House Litigation:

The City Attorney's office also provides the defense to Petitions for Writ of Certiorari (appeals of zoning or permit denials) from the local circuit court through to all appeals. Historically, this office did not defend this type of litigation, but outsourced it. Since 2011, we have kept this type of work in-house with the City Attorney. We have also kept other types of litigation in-house, including mandamus actions, maritime liens, as well as, the defense of all code enforcement orders through the statutory hearing process before a special magistrate, known as §70.51 hearings.

We prosecute both criminal and civil code violations, which includes discovery, motion practice, hearings and ultimately trial. Included with this report is a chart of dispositions showing **192 criminal cases** prosecuted by our office from October 2023 – September 2024. Typical criminal code enforcement cases involve drinking in public, camping in public, urinating in public or panhandling in violation of City ordinances. Cases that involved more intensive work are highlighted in the in-house litigation chart. In addition to criminal code enforcement, this office also enforces through the court system, civil citations. These range from skateboard and leash law violations that are not administratively paid within the first thirty (30) days, to more complex mooring field and noise violations that raise constitutional and procedural claims. This office also prosecutes small claims cases on occasion and defends the City's interests as a creditor in foreclosures and bankruptcies, as well as prosecuting civil forfeiture cases and responding to garnishment proceedings.

The City Attorney's office continues to work with the Circuit Court's Veterans Treatment Court Coordinator, the Veterans Administration, and the St. Augustine Police Department's Community Outreach officers to identify potential candidates among the City's criminal defendants for assistance from the VA or other rehabilitation centers.

In addition to purely litigation matters, the City Attorney's office also responds to inquiries by the Justice Department, Labor Department, and local citizens on issues ranging from handicap accessibility to wage and hour issues involving our contractors, as well as complaints pursuant to the City's Human Rights Ordinance.

Outside Counsel:

The City Attorney by Charter is authorized to retain outside counsel to assist in the legal representation of the City. Some recurring outside counsel costs include labor law, but others are individualized case-by-case assistance on specialty issues such as eminent domain and environmental law. Although outside counsel is retained, the City Attorney's office provides research, review, and revision support.

The City has hired a special magistrate to oversee Code Enforcement matters. The City must also pay for a special criminal defense attorney for indigent defendants in criminal citation prosecutions, as required by law. Most cases are presented and prosecuted by the Building Official and code enforcement officers directly, but occasionally an attorney must be hired to advise staff in its prosecution of a particularly involved or difficult case. With the enactment of the Short-Term Rental ordinances, the City has also authorized the use of a Special Magistrate to hear violations of those regulations. When a property owner makes a claim to the statutory alternative dispute resolution process (§70.51), such as when appealing a Code Enforcement order, a special magistrate will also be utilized.

Litigation that is not covered by our insurer, such as contract disputes or complex real estate/land development litigation, is billed to outside firms. These cases tend to be document and discovery intensive. This type of intensive litigation requires dedicated paralegal and associate support staff, as well as, litigation software to track discovery that our office does not possess. Although the assistance of outside counsel relieves the workload of the two (2) attorneys in the City Attorney's office, nonetheless, outside counsel rely on our institutional knowledge and we are intrinsically involved in assisting their work, especially when reviewing discovery requests and coordinating the sometimes very extensive responses necessary from our dozen City departments. In addition, our office coordinates with the outside attorneys on all pre-litigation claims, most of which consist of slip and fall personal injury, including research and analysis regarding the City's historic ownership, maintenance, and control of right-of-way.

The City Attorney has been working with Romano Law Group on the ongoing opioid class action lawsuits. The City is projected to receive payments totaling \$197,868, paid in either lump sums or over the course of several years from multiple defendants including Janssen Pharmaceuticals, Teva Pharmaceuticals, Allergan, CVS, Walgreens, and Walmart.

Conclusion:

I hope that this brief report gave you a meaningful review of our duties and operations. As always, should you wish to meet with me individually to discuss any of this information, or the specifics of a particular case, please let me know.

I have asked the City Manager to place this annual status report on the consent agenda for the November 12, 2024 City Commission meeting.

Sincerely,

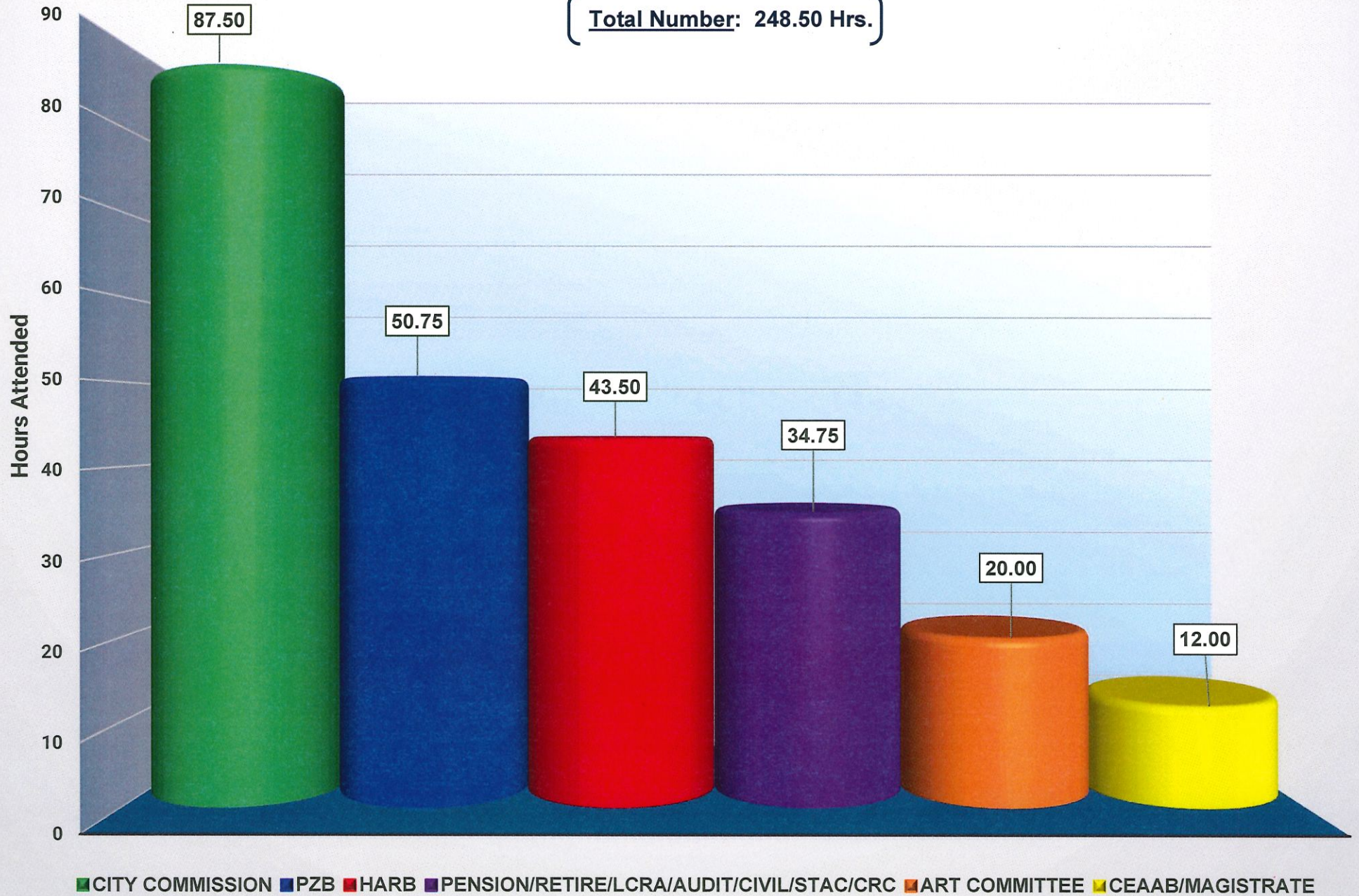


Isabelle C. Lopez
City Attorney

Attachments

PUBLIC MEETINGS ATTENDANCE: FY 2023-2024

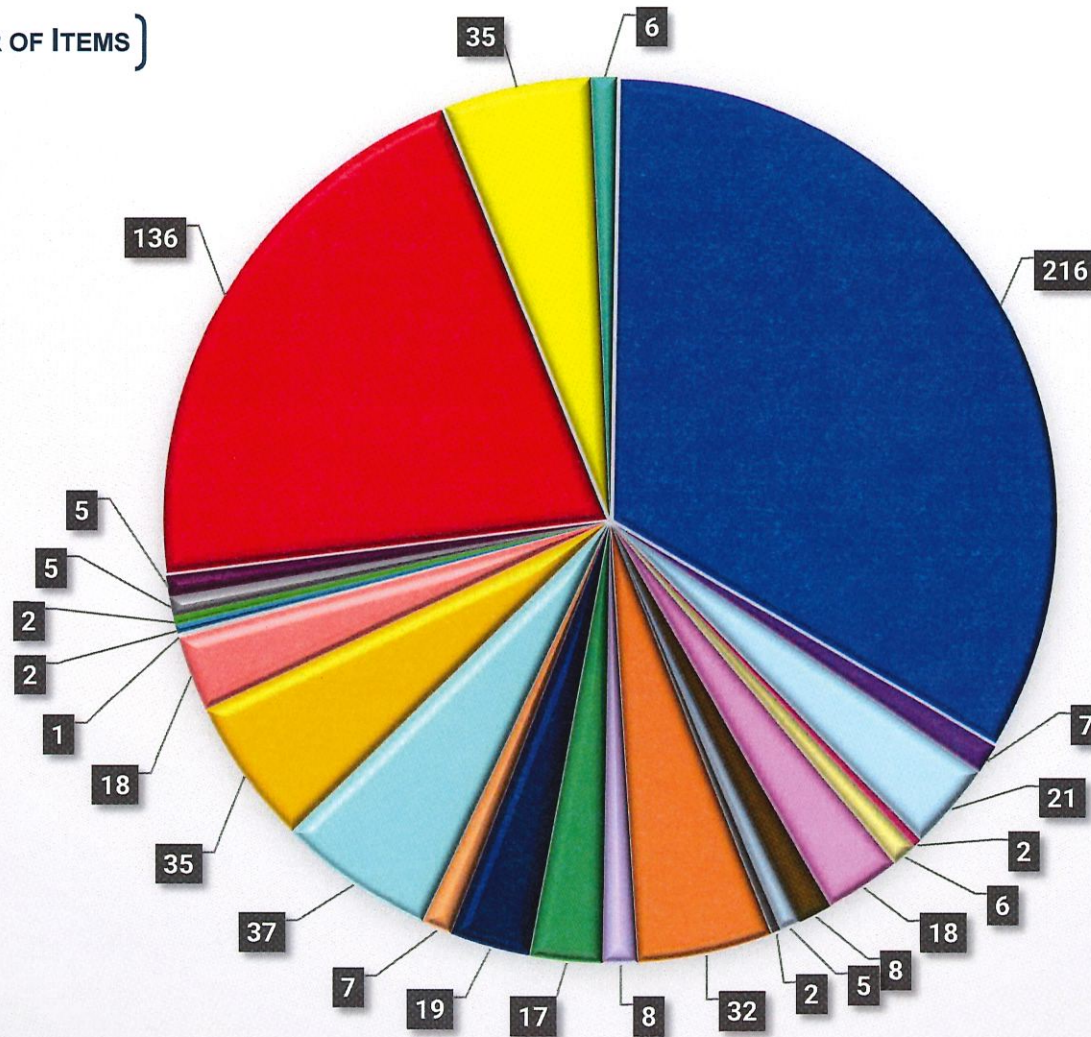
(Total Number: 248.50 Hrs.)



WORK LOG DRAFTING & REVIEW: FY 2023-2024

(BY NUMBER OF ITEMS)

(TOTAL: 670 ITEMS)



■ Agreement - 216

■ Contract - 22

■ Form - 8

■ Lease - 32

■ Maintenance Bond - 19

■ Ordinance - 35

■ Plat - 2

■ Report - 5

■ Submerged Lands Lease - 6

■ Application - 7

■ Correspondence - 6

■ Franchise - 5

■ License - 8

■ Memorandum of Understanding - 7

■ Performance Bond - 18

■ Pleading - 2

■ Research - 136

■ Bill of Sale - 21

■ Easement - 18

■ Interlocal Agreement - 2

■ Lien Release - 17

■ Order - 37

■ Petition - 1

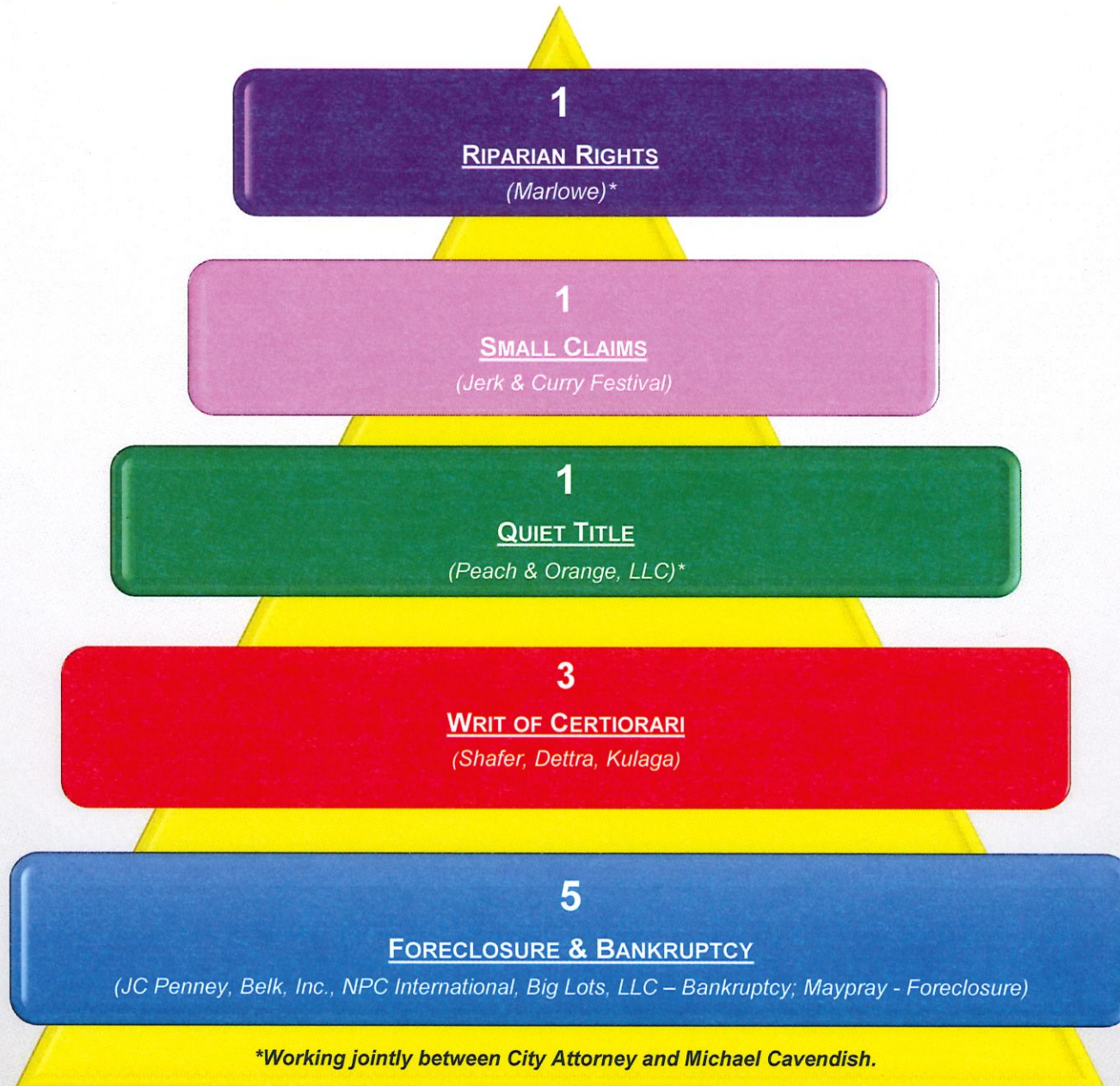
■ Policy - 5

■ Resolution - 35

IN-HOUSE COUNSEL – LITIGATION & APPEALS: FY 2023-2024

[By Number of Cases]

[Total: 11 Cases]



CASES AIDED BY OUTSIDE COUNSEL: FY 2023-2024

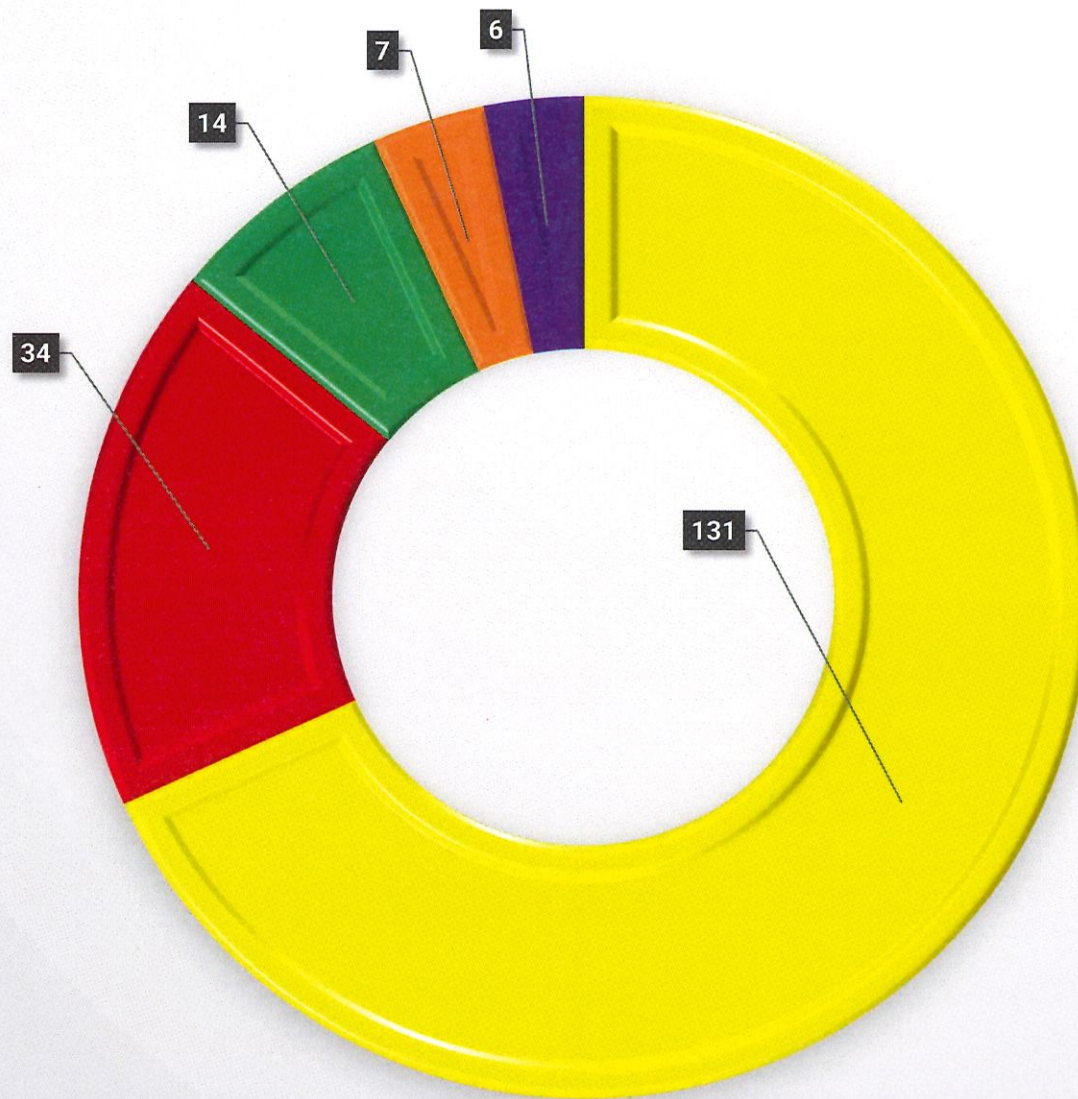
[By Number of Cases]

[Total: 72 Cases]



**Working jointly between City Attorney and Michael Cavendish.*

CITY ORDINANCE VIOLATIONS: FY 2023-2024



(BY NUMBER OF CASES)

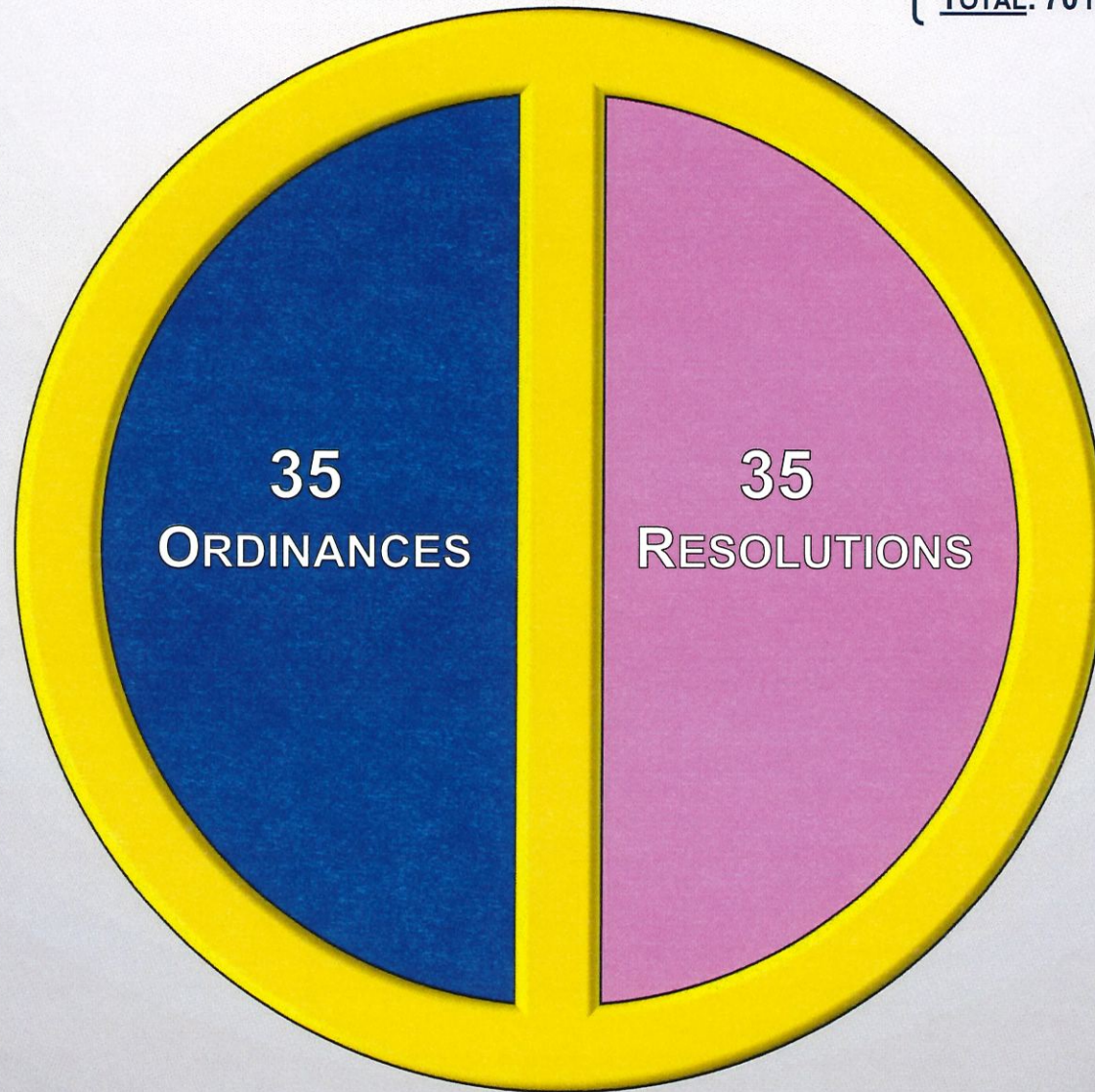
(TOTAL: 192 CASES)

- Adjudicated Guilty - 131
- Nolle Prossed - 34
- Adjudication Withheld - 14
- Dismissed - 7
- Paid Fine - 6

**Six (6) offenders requested and completed community service hours in lieu of payment or a court hearing for their citations.*

ORDINANCES & RESOLUTIONS – FY 2023-2024

(TOTAL: 70 ITEMS)



STAFF & NEW BOARD MEMBER TRAINING: FY 2023-2024

{ BY NUMBER OF HOURS }

{ TOTAL: 17 HOURS }



LEGISLATIVE BILL TRACKING: 2024 SESSION

[Total: 142 Bills]

Employment and Curfew of Minors	HB 49	Development Permits & Orders	HB 791 & SB 1150	Mangrove Replant & Restore	HB 1581 & SB 32
Impede, Threaten, Harass 1 st Respond	HB 75 & SB 184	Local Regulation of Unsafe Structures	HB 1647 & SB 1526	Acceptance of Cash Payments	HB 35 & SB 106
Public Records: Attorney/Admin/Mgr	HB 103 & SB 712; HB 811 & SB 862	Unauthorized Camp/Sleep in Public	HB 1365 & SB 1530	Comp Waste Reduce & Recycle Plan	HB 455 & SB 36
Sampling Beach Water & Public Bathing Spaces	HB 165	Surrendered Infants	HB 775 & SB 790	Flood Zone Disclosures	HB 1119 & SB 38
Towing & Storage	HB 179 & SB 202	Dept. of Ag & Consumer Services	HB 1071 & SB 1084	Review of Employee Contracts	SB 40
Citizen Volunteer Advisory Committees	HB 413 & SB 224	Cybersecurity Incident Liability	HB 473 & SB 658	Municipal Water & Sewer Rates/Fees	HB 47 & SB 104; HB 777 & SB 1088
Release of Balloons	HB 321 & SB 602	Homestead Exemptions	HJR 7017 & HB 7019	Municipal Utilities	HB 1277 & SB 1510
Vacation Rentals	HB 1537 & SB 280	Improvements to Real Property	HB 927 & SB 770	Trees on Residential Property	SB 122
Alternative Mobility Funding Systems	HB 479 & SB 688	Parking on Private Property	HB 271 & SB 388	Possess/Use Firearm in Sensitive Location	HB 209 & SB 130; HB 619
Public Works Projects	HB 705 & SB 742	Residential Building Permits	HB 267 & SB 684	Store Firearms in Private Conveyance	HB 419
Leave of Absence: Employees/Officials	HB 765 & SB 818	General Appropriations Act	HB 5001 & SB 2500	State Renewable Energy Goals	HB 193 & SB 144
US Iron & Steel in Public Works Projects	HB 779 & SB 674	Local Gov't Actions	SB 1628	Governing Body Meetings	HB 157 & SB 894
Attorney Fees & Costs	HB 1167 & SB 702	Treatment by Medical Specialist	SB 818	Dredging & Beach Restoration Projects	HB 163 & SB 608
Workplace Heat Exposure Reqs.	HB 433 & SB 762	Education	HB 1285	Safe Waterways Act	SB 338
Retention of Sexual Offense Evidence	HB 607 & SB 764	Energy Resources	HB 1645	Antisemitism	HB 187 & SB 148
Complaints Against Law Enforcement	HB 601	Citizens Arrest	HB 27 & SB 834	Mental Health Crisis Training for LEO	HB 609 & SB 1144
Land Use /Development Regs.	HB 1221 & SB 1184; SB 328	Landlords & Tenants	HB 31 & SB 64	Solicitation of Contributions Act	HB 759
Construction Materials Mining Activities	HB 245 & SB 198	Land & Water Mgmt.	HB 527 & SB 664	Unlawful Demo of Historic Structures	HB 1621
Public Records: Service Provider Contracts	SB 290 & SB 292	Sovereign Immunity /Suits Against Gov't	HB 569 & SB 472	Local Business Taxes	HB 609 & SB 1144
Cold Case Murders	HB 837 & SB 350	Renewable Natural Gas	SB 480	Gov't Accountability	HB 735 & SB 734
Affordable Housing; Parking Regulations	HB 1239 & SB 386	Installation of Waterway Markers	SB 784	Coastal Construction & Assessments	SB 298
Statewide Environmental Resource Permits	SB 406	Flood Damage Prevention	HB 749 & SB 1766	Saltwater Intrusion Vulnerability Assess.	HB 1307 & SB 1552
Removal of Roadside Memorials	HB 421 & SB 572	Code Enforcement Officers	SB 506	Housing Developments	HB 1635 & SB 1796
Protection of Historic Monuments & Memorials	HB 395 & SB 1122	Display of Flags by Gov't Entities	HB 904 & SB 1120	Local Gov't Impact Fees & Exactions	HB 1177 & SB 1110
		Gender Identity Employment Practices	HB 599 & SB 1382	Regulation of Auxiliary Containers	HB 1641 & SB 1126
		Millage Rates	HB 1195 & SB 1322	Statewide Drinking Water Standards	HB 1533 & SB 1546
				Prevent Contaminants in Water	HB 1665 & SB 1692

PROPOSED BUDGET – FY 2024-2025

CODE	CATEGORY	FY 23-24 BUDGET (Actual)	FY 24-25 BUDGET (Proposed)
110	Executive Salaries	\$ 283,789	\$ 320,209
120	Regular Salaries & Wages	\$ 60,331	\$ 70,339
140	Overtime	\$ 0	\$ 0
160	Holiday Supplement	\$ 460	\$ 460
161	Accrued Leave Payout	\$ 0	\$ 0
210	FICA Taxes	\$ 22,982	\$ 25,628
220	Retirement Contributions	\$ 85,130	\$ 96,287
230	Life & Health Insurance	\$ 20,208	\$ 20,975
240	Workers Compensation	\$ 537	\$ 607
250	Unemployment Compensation	\$ 511	\$ 577
	SUBTOTAL	\$ 473,948	\$ 535,082
	INCREASE		+ \$ 61,134
310	Professional Services	\$ 82,000	\$ 82,000
330	Court Reporter Services	\$ 1,200	\$ 3,000
340	Other Contract Services	\$ 2,000	\$ 2,000
400	Travel Expenses	\$ 1,500	\$ 2,200
401	Car Allowances	\$ 7,800	\$ 7,800
410	Telecommunications Services	\$ 1,958	\$ 2,900
420	Postage	\$ 500	\$ 300
464	Office Equip. Repair & Maintenance	\$ 0	\$ 0
471	Reproduction	\$ 2,400	\$ 2,000
490	Miscellaneous Charges	\$ 500	\$ 500
510	Office Supplies	\$ 500	\$ 500
515	Non-Capital Fixed Assets	\$ 2,500	\$ 1,000
520	General Operating Supplies	\$ 150	\$ 150
521	Uniforms	\$ 150	\$ 150
540	Subscriptions	\$ 3,500	\$ 4,007
541	Professional Dues & Memberships	\$ 1,885	\$ 1,725
542	Education & Training	\$ 2,000	\$ 2,400
543	Books	\$ 150	\$ 150
640	Machinery & Equipment	\$ 0	\$ 0
	SUBTOTAL	\$ 110,693	\$ 112,782
	INCREASE		+\$ 2,089
	TOTAL	\$ 584,641	\$ 647,864
	INCREASE		+\$ 63,223

CITY OF ST. AUGUSTINE

M E M O R A N D U M

TO: David Birchim, P.E.
City Manager

DATE: November 1, 2024

RE: FY 2023/2024 Carry-Forward Requests

Please place on the November 12, 2024, City Commission consent agenda a request for carry-forward funds from the 2023/2024 fiscal year. The total amount requested to carry-forward is \$1,359,424. A summary of the requested funds is below.

<u><i>Carry-Forward Request</i></u>	<u><i>Amount</i></u>
<u>General Fund</u>	
<u>General Services</u>	
Munis E-Procurement Module	\$12,164
<u>Planning & Building</u>	
Professional Services for Drop In Center	\$26,514
<u>Engineering and Development</u>	
Lead Services Line Inventory and Replacement	\$161,000
<u>Archaeology</u>	
Historic Preservation Master Plan Priorities	\$53,675
Upgrade to Existing Building	<u>\$9,980</u>
	\$63,655
<u>Public Works-Grounds</u>	
Zora Neale Hurston Park Improvements	\$25,000
Francis Field Irrigation & Electrical	<u>\$82,700</u>
	\$107,745
<u>Utility Fund</u>	
Chemical Contact Chamber Gates	\$106,600
Neptune 360 Meter Software Upgrade	\$20,500
Replace Utility Buildings A/C Metal Duct Work	\$17,500
WWTP#2 Demo and Site Clean-up	<u>\$280,000</u>
	\$424,600

<u>Carry-Forward</u>	<u>Amount</u>
<u>Stormwater Fund</u>	
South Whitney/W. King HMGP Project	\$339,746
<u>Solid Waste Fund</u>	
Winn-Dixie Compactor Replacement	\$60,000
<u>Visitor Information Center Fund</u>	
Landscaping	\$54,000
Visitor Information Center Video Wall	\$75,000
Visitor Information Center Floors	<u>\$35,000</u>
	\$164,000
<u>Total Carry-Forward Requests</u>	\$1,359,424



Melissa Burns, CGFO
Director, Financial Services

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

RE: Nomination for the 2025 De Aviles Award

DATE: November 12, 2024

On behalf of Commissioner Jim Springfield, please accept this nomination of the Forson Family for the 2025 De Aviles Award. With three generations of their family serving and working in this community, they are unquestionably recognized in the field of public service. They are well-known and respected by their fellow citizens as having dedicated themselves with honorable service to this community, not only in the City of St. Augustine, but in St. Johns County.

I have attached a longer family history to this memo, but in short, Mr. and Mrs. Ken Forson first established the family in St. Augustine following World War II, living on Seville Street. With six children, the Forson's were involved in school activities and served the Cathedral parish through mission work and jail ministry. Mr. Forson worked his career at the St. Augustine Post Office and Mrs. Forson was a career educator, retiring as the Coordinator of Secondary Vocational Programs at the St. Augustine Technical Center (SATC).

Service and education have been the centerpiece of the lives and careers of the Forson's children, who are now themselves in the sunsets of their own careers, with grown children as well. Some followed in the footsteps of their father, working for the Post Office, some followed in the footsteps of their mother, teaching at SATC; some not only graduated from Flagler College, but also now work there.

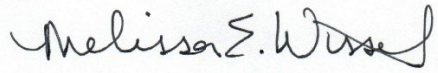
Incredibly, the family commitment to education extends beyond traditional teaching, and reaches to being leaders and teachers at First Coast Technical College, and in the deaf education community locally at Florida School for The Deaf and The Blind.

Of course, I would be remiss if I did not mention the family's legacy in the St. Johns County School District. Currently, Superintendent Tim Forson is in his 45th year of service to this community having started as a teacher and coach, working his way up and now completing his eighth year as Superintendent.

In accordance with the process outlined in Resolution 2017-08, I ask that this nomination be placed on the consent agenda for the November 12 City Commission meeting for consideration, their selection be confirmed at the December 9 City Commission meeting, and the presentation be scheduled for February 10, 2024, the first meeting in February.

Thank you in advance for your consideration of this nomination.

Respectfully,

A handwritten signature in black ink, reading "Melissa E. Wissel". The signature is written in a cursive style with a large, stylized "M" and "W".

Melissa Wissel, Communications Director

The Forson Family: 2025 De Aviles Award Nomination
Submitted November 12, 2024

Ken and Kay Forson were married following Ken's service in World War II, at which time he was injured and received a Purple Heart. For a brief time, they lived on Sevilla Street in St. Augustine. The family began to grow and become a part of this great community.

Mr. Forson worked his career at the US Post Office in downtown St. Augustine and Mrs. Forson worked for social services. After raising the family, she began as an educator locally both at St. Joseph Academy and then in the St. Johns County school system. Both parents also contributed to the community in many ways.

A proud veteran and high school sports coach, Mr. Forson volunteered with booster clubs and supported all his children in their endeavors. Mrs. Forson invested a great deal of time volunteering for Cathedral parish in the community, took mission trips and participated in a jail ministry. The Forson family includes one brother, Richard, who passed away at the age of six, four sisters, Tisha, Cathy, Chris, Terri and another brother, Tim.

Service careers have been a centerpiece in the lives of this family. Mr. Forson, oldest sister, Tisha, and brother-in-law Larry Wiseman all worked for the post office, serving the families of St. Augustine for many years. Tisha's husband, Bob Germain, owned an electrical business in St. Augustine and taught for St. Augustine Technical Center (SATC) as an electrical instructor.

The Forson's also have a great appreciation for Flagler College, as Cathy, her son Mike, and sister-in-law, Janice are graduates of Flagler, and grandson Kyle currently assists the men's soccer team.

Mrs. Forson was an amazing educator who was the utmost professional, closing out her career as the Coordinator of Secondary Vocational Programs at the SATC. Cathy and her husband Don Rhoten served as leaders in deaf education in this community at the Florida School for the Deaf and the Blind (FSDB), and later in Philadelphia, PA, Colorado Springs, CO, and finishing their careers as the leaders of Western Pennsylvania School for the Deaf in Pittsburgh and Scranton, PA. Their son, Don, also worked at FSDB for five years.

Chris also invested her life to education, retiring as the President of First Coast Technical College (FCTC) in 2012. She then returned just one year ago to serve for one year as Director of FCTC to support the school's growth and transition. Her husband, Joe Cothron, also spent his career in the St. Johns County School District (SJCSO) as both a school-based maintenance manager, a district maintenance team member, and part-time as a woodworking instructor at FCTC.

Tim is currently in his 45th year working for SJCSO, where he began his career as a teacher and coach. Today, he is completing his eighth year as Superintendent. Tim's wife, Janice, besides being the valedictorian of the St. Augustine High School class of 1975, spent a career as a kindergarten teacher and early childhood instructional coach.

Terri served as a financial leader at FSDB, closing her career as the Administrator of Business Services there.

The next generation of Forsons are also serving this community and others as educators and leaders. Granddaughter Stacey taught for several years locally as a high school teacher and Kyle is a Culinary Arts instructor at FCTC and soccer coach of Bartram Trail High School boys' soccer. Other grandchildren serve in their own communities as coaches, faith-based leaders, and volunteers because they were raised in service to this community and are following in the example of their family.

The Forson family recognize themselves as beneficiaries of this city and of a community that supported them. There are many friends and mentors that have served their family to enable them to pay it forward. The most essential element for success is without question the family, having parents that loved, respected, and expected their children to serve.