

**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, JANUARY 13, 2020 - 5:00 PM
ALCAZAR ROOM**

1. CALL TO ORDER

- ◆ Roll Call
- ◆ Invocation and Pledge of Allegiance

2. ADMINISTRATIVE ITEMS

- ◆ Modification and Approval of REGULAR AGENDA

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

- 3.A.** Certificate of Recognition 2020-01 recognizing Zeta Phi Beta Sorority for 100 years of dedication and support in local communities. *(N. Sikes-Kline, Commissioner)*

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

- ◆ 3 minutes per individual

5. CONSENT AGENDA

6. APPEALS

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

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

- 7.A. General Public Presentations**
- 7.B. Items of Great Public Importance**
- 7.C. Other Items Requiring Public Hearing**

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

- 8.A. Ordinances - Second Reading**
- 8.B. Ordinances - First Reading (only if required by law)**
- 8.C. Resolutions - Public Hearing (only if required by law)**

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

9.A. Ordinances - First Reading

- 9.A.1. Ordinance 2020-02:** Creates Article VII of Chapter 22, Sections 22-521 through 22-533 providing terms of use for city parks, Venues and facilities. *(J. Cary, Assistant City Attorney)*
- 9.A.2. Ordinance 2020-03:** Addresses the zoning for both artistic expression tattoo studios and esthetic procedures such as micropigmentation. *(I. Lopez, City Attorney)*
- 9.A.3. Ordinance 2020-04:** Creates Chapter 7, Section 7-94 enacting regulations and penalties for dockage at the Lighthouse Park. *(J. Cary, Assistant City Attorney)*
- 9.A.4. Ordinance 2020-05:** Amends Chapter 25, Section 25-26 codifying and implementing the Tree Mitigation Fund. *(J. Cary, Assistant City Attorney)*
- 9.A.5. Ordinance 2020-06:** Amends Section 24-46, Section 27-23 and creates Section 27-88 allowing Transportation Network Company vehicles to purchase a medallion. *(J. Cary, Assistant City Attorney)*

9.B. Resolutions

- 9.B.1. Interlocal Agreement and Resolution 2020-01:** Approval of Interlocal Agreement between the City and the St. Augustine Port, Waterway and Beach District to provide for the funding of dredging of the Salt Run Channel and Resolution 2020-01 authorizing the City Manager to apply for grant assistance under the Florida Inland Navigation District's Waterways Assistance Program for said dredging. *(J. Piggott, Director, General Services)*
- 9.B.2. Resolution 2020-02:** Authorizing the City Manager to apply for Grant Assistance under the Florida Fish and Wildlife's Conservation Commission's derelict vessel removal grant program. *(C. Sakryd, Grants Administration Coordinator)*
- 9.B.3. Resolution 2020-03:** Updates the Equal Employment Opportunity (EEO) Plan providing equal employment opportunity to all persons. *(D. Hayes, Director, Human Resources)*

10. STAFF REPORTS AND PRESENTATIONS

- 10.A.** Discussion regarding the proposed License Agreement for the construction of a dock across unopened portion of Alaminos Avenue/Inlet Place. *(R. Franklin, Director, Public Works)*

11. ITEMS BY CITY ATTORNEY

12. ITEMS BY CITY CLERK

- 12.A.** Reminder of upcoming Board appointments. *(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 City of St. Augustine encourages anyone wishing to present the invocation at city commission meetings to contact the City Clerk's office, to be placed on the rotation list, and encourages people of all religious affiliations or of no religious affiliation to present a non-denominational invocation to inspire us in the work of the City Commission.

CONSENT AGENDA - JANUARY 13, 2020

- CA.1.** Preview of upcoming Commission meetings.

THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR 2ND READING ON JANUARY 27, 2020:

- Ordinance 2019-50
- Ordinance 2019-51
- Ordinance 2019-52
- Ordinance 2020-02
- Ordinance 2020-03
- Ordinance 2020-04
- Ordinance 2020-05
- Ordinance 2020-06

CA.2. Reminder of Upcoming Meetings :

- January 27, 2020, 5pm, Regular Commission Meeting
- February 10, 2020, 5pm, Regular Commission Meeting
- February 24, 2020, 5pm, Regular Commission Meeting

CA.3. APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:

CA.4. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):

James V. Lee for The New Jerusalem Worship Ministries, Inc - 1075 West King Street

Lisa Pendleton - 1178 West King Street Ext.

Whetstone Properties, LLC - 2740 Stratton Boulevard

CA.5. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING). NONE.

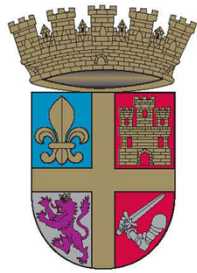
CA.6. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.

CA.7. License for Use of City Property approving the construction a sign at the southeast corner of Woodlawn Street and West King Street. *(R. Franklin, Director, Public Works)*

CA.8. Approval of license agreement for City right-of-way allowing an existing wood fence, stairs an block wall to remain in a portion of the City right-of-way. *(T. Grant, Utility Director)*

CA.9. Approval of release of easement and refunding of the cash bond amount of **\$17,800.00** to D.R. Horton, Inc. - Jacksonville. *(T. Grant, Utility Director)*

CA.10. Invoice in the amount of **\$7,248.00** from Cavendish Partners, P.A. dated December 26, 2019 regarding the Seavin, Inc. v City of St. Augustine matter.
Invoice in the amount of **\$728.00** from Cavendish Partners, P.A. for December 2019 work regarding the Parker Doan Revocable Trust litigation matter. *(I. Lopez, City Attorney)*



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

CERTIFICATE OF RECOGNITION

Whereas, Zeta Phi Beta Sorority, Incorporated was founded January 16, 1920, at Howard University, Washington, D.C and the local chapter was chartered March 28, 2017. Zeta Phi Beta Sorority membership in the state of Florida is over 1500 members; and

Whereas, Zeta's national and local programs include the endowment of its National Educational Foundation community outreach services and support of multiple affiliate organizations. Zeta chapters and auxiliaries have given countless hours of voluntary service to educate the public, assist youth, provide scholarships, support organized charities, and promote legislation for social and civic change; and

Whereas, the sorority moves toward its centennial, it retains its original zest for excellence. It espouses the highest academic ideals and that has resulted in its members serving it groundbreaking roles in all fields of endeavor. Zeta Phi Beta Sorority, Incorporated is poised for perpetual service to mankind into her second century and beyond; and

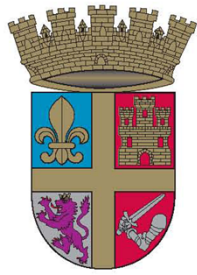
Whereas, the local chapter serves high schools in Saint John's County by donating money, school supplies and volunteer time helping with testing, JROTC events and PTO activities, donates supplies to the State Veteran Elderly Homes and the Boys and Girls club. The sorority also offers services to unwed mothers by contributing supplies for babies and provide education to assist with long term care. Zeta Phi Beta Sorority continues to support to the City of Saint Augustine and surrounding cities within Saint John's County.; and

NOW THEREFORE, the City Commission of the City of St. Augustine does hereby recognize **January 16, 2020** as the 100th anniversary of the founding of Zeta Phi Beta Sorority and expresses appreciation for the dedication and support of our local community.

IN WITNESS WHEREOF I hereunto set my hand and do cause the Seal of the City of St. Augustine, Florida, to be affixed this 13th day of January in the year of our Lord two thousand and twenty, in the four hundred and fifty-fourth year of the founding of St. Augustine, the Nation's Oldest City.

"Most Loyal and Valorous"

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



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Cuidad de San Agustín de la Florida

2020-01

Tracy W. Upchurch, Mayor

"Most Loyal and Valorous"

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

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 3, 2020

RE: **ORDINANCE 2020-02: PARKS, PUBLIC SPACES, AND EVENTS**

Please find attached Ordinance 2020-02, which adds appropriate regulations to city parks and other public and semi-public venues. As it stands now, there is very little in the way of written regulations for our city parks and other public spaces. The intent of these regulations is to provide more clear guidance to both staff and city residents and visitors to avoid conflicting uses. This ordinance creates Article VII of Chapter 22, Sections 22-521 through 22-533 regulating city parks, venues, and facilities. It creates three types of public spaces: parks, which are generally open to the public; venues, which can be used for public or private events, with the proper permit; and other facilities that the city has an interest in, such as the Lightner Museum and surrounding areas, the VIC and surrounding areas, the Llambias House, the Peck Pena House, and other proprietary city facilities, which are not generally open to the public.

The ordinance provides that the City Manager may post park hours, and if he or she does, it is a misdemeanor to enter onto or remain in a park while it is closed. The ordinance also lists certain activities that are prohibited in parks, venues, and facilities.

The ordinance also limits large-scale group feedings (a term of art used in court cases to describe open-air communal dining), which is an event that is intended or likely to attract more than twenty-five (25) people for the purpose of feeding. This would include commercial and non-commercial feedings at a city park. Such feedings would be limited to eight (8) permits per month per group for each park. Certain parks are excluded, if the park would be inappropriate for a large group feeding. These provisions mirror similar ordinances that have been upheld in other cities.

Finally, the ordinance requires special event and assembly applicants to apply to the City Manager using designated forms. The City Manager may also revoke a permit during a public emergency, and finally, the ordinance provides an appeal process to the City Commission.

Please place Ordinance 2020-02 on the January 13, 2020, City Commission agenda for first reading.

Thank you.

/s/ John M. Cary

John M. Cary
Assistant City Attorney

Attachment

xc: Meredith Breidenstein, Assistant City Manager
Isabelle C. Lopez, City Attorney
Darlene Galambos, City Clerk

Agenda Title: Ordinance 2020-02 creates Article VII of Chapter 22, Sections 22-521 through 22-533 providing terms of use for city parks, venues, and facilities.

ORDINANCE NO. 2020-02

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, CREATING ARTICLE VII OF CHAPTER 22 OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING DEFINITIONS; DESIGNATING CITY PARKS, VENUES, AND FACILITIES; PROVIDING TERMS OF USE; PROVIDING PENALTIES; PROVIDING THE CITY MANAGER THE AUTHORITY TO DECLARE SPECIAL CONDITIONS AND EMERGENCIES; LISTING PROHIBITED ACTIVITIES IN CITY PARKS, VENUES, AND FACILITIES. PROVIDING REGULATIONS FOR LARGE GROUP FEEDINGS IN PARKS; REQUIRING A PERMIT FOR CERTAIN EVENTS IN THE CITY; REQUIRING AN APPLICATION FOR CERTAIN EVENTS IN THE CITY; PROVIDING REQUIREMENTS FOR THE CITY MANAGER UPON APPROVAL OR DISAPPROVAL OF A PERMIT; PROVIDING A PROCEDURE FOR APPEAL; PROVIDING DUTIES FOR A PERMITTEE; PROVIDING AUTHORITY FOR THE CITY MANAGER TO REVOKE A PERMIT UNDER CERTAIN CONDITIONS; PROVIDING PENALTIES; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

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

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

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

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

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

WHEREAS, the City of St. Augustine owns parks and public spaces and also has parks within its boundaries that are owned by other governmental authorities; and

WHEREAS, the City of St. Augustine has a public health, safety, and welfare interest in keeping the parks within its jurisdiction clean, safe, and available for use by the general public, including residents and visitors; and

WHEREAS, the City of St. Augustine has a compelling interest in protecting parks and other public spaces from damage due to overuse by large groups and/or events, including physical damage to the landscape and hardscape; and

WHEREAS, the City of St. Augustine has an esthetic interest in avoiding visual clutter (see, e.g., *Members of the City Council of City of Los Angeles v. Taxpayers for Vincent*, 466 U.S. 789 (1984) and *Metromedia, Inc. v. San Diego*, 453 U.S. 490 (1981)); and

WHEREAS, the City of St. Augustine has a significant interest in keeping parks and other public spaces free from damage from digging, puncturing, or penetrating the landscape, or from traveling through or sitting or lying on shrubberies, flower beds, and other areas that can be damaged by the weight of a human, or from wear and tear due to heavy objects such as tables, chairs, and equipment that can damage grass; and

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

WHEREAS, certain parks are owned by the city or another governmental entity and are traditional parks, but others have a unique historical nature; and

WHEREAS, certain public spaces are not parks and are not generally open to the public, and should be preserved for their intended purposes, including as meeting spaces, public or private event spaces, proprietary governmental facilities, or otherwise; and

WHEREAS, the city may have an interest in certain public or private spaces that are owned and/or operated by a private entity; and

WHEREAS, the City of St. Augustine has a public health, safety, and welfare interest in enforcing limited park hours of operation; and

WHEREAS, the City of St. Augustine has a significant public health interest in preventing people from lying down on tables that are intended for serving and consuming food; and

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

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

WHEREAS, large group feedings may be a burden to parks and neighborhoods, and thus should be spread around to different parks in different areas of the city in order to spread the burden around, consistent with *First Vagabonds Church of God v. City of Orlando, Fla.*, 638 F.3d 756 (11th Cir. 2011); and

WHEREAS, such a restriction is a reasonable time, place, and manner restriction. *First Vagabonds Church of God v. City of Orlando, Fla.*, 638 F.3d 756 (11th Cir. 2011); and

WHEREAS, the large group feeding restrictions limit the number of large group feedings in each individual park, but still allow for a large group feeding during each day of the month in the City of St. Augustine; and

WHEREAS, the City of St. Augustine has a significant public interest in requiring a permit to use city property for special events, so long as the regulations are necessary to serve a compelling state interest, content neutral, narrowly tailored to serve a significant government interest, and keep open ample alternative channels of communication. *U.S. v. Gilbert*, 130 F.3d 1458 (11th Cir. 1997); and

WHEREAS, the City of St. Augustine has a compelling government interest in ensuring that large public events are held in locations and spaces suitable for such events, and keeps traffic flowing freely in the City, and ensuring that the event has the proper government personnel, services, and physical facilities necessary to keep the event safe and sanitary for both eventgoers and members of the general public; and

WHEREAS, certain events require law enforcement personnel and/or the closure of public spaces and/or rights-of-way, which can be coordinated in advance through the permitting process; and

WHEREAS, certain areas of the city, due to the historical character or the area, the narrow streets and rights-of-way, or the sensitivity of the physical landscape and hardscape, are not appropriate for large public events; and

WHEREAS, the City of St. Augustine has made many areas of the City open to special events that are appropriate alternative channels of communication; and

WHEREAS, the City of St. Augustine does not base its decision-making process on the content of the event, but rather considers only content-neutral factors outlined in the Terms of Use for Public Property Manual; and

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

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

Section 1. Creating Chapter 22, Article VII, Sections 22-521 through 22-533.
Chapter 22, Article VII, Sections 22-521 through 22-533 are hereby created, as follows:

ARTICLE VII. – Parks and public events.

Sec. 22-521 - Definitions

The following words and phrases, when used in this article shall, for the purpose of this article, have the meanings respectively ascribed to them in this section.

- (a) After Dark means from one-half hour after sunset until one-half hour before sunrise. The times of sunset and sunrise will be established by the times listed in

any local publication of general distribution, or by the National Weather Service Station for the St. Augustine, Florida, area.

- (b) *Assembly* is any celebration, gathering, ceremony, show, exhibition, concert, pageant, rally, demonstration, or assembly of any kind, which is, (a) calculated to attract at any one time the physical attendance or attention of over fifty (50) persons, and (b) is held in or on any street, sidewalk, or right-of-way, or is held on other property which impacts adjacent streets, sidewalks, or rights-of-way to the extent that closure is necessary in order to assure the safety of vehicular and/or pedestrian movement in the area. For purposes of this article, a parade which meets the definition of section 24-126 is not considered an Assembly.
- (c) *Bathe* means to wash oneself or another while fully or partially nude, as defined by section 15-4 of the Code of Ordinances.
- (d) *Facility* refers to city-owned or controlled properties as listed and described in section 22-522(c) that are neither Parks nor Venues, but are sometimes open to the public for use or enjoyment. This definition, for the purposes of this Article, does not include city-owned or operated locations used for public works or public services, such as lift stations, wastewater treatment plants, police or fire stations, internal offices of City Hall, or other similar locations that are not typically open to the public for the purpose of use or enjoyment.
- (e) *Hardscape* is defined as an improved Sidewalk surface area, including, but not limited to, concrete, brick, pavers, tile, or other masonry materials, and statuary, memorials, or other decorative elements.
- (f) *Landscape* is defined as an improved area of ground specifically intended to grow various plant materials, which may consist of turf, lawn, grass, trees, tree wells, shrubs, hedges, flowers, flowering plants (annuals and perennials), planter beds, planter pots, planter bowls, hanging baskets, and all plant materials contained therein.
- (g) *Large Group Feeding* is defined as an event intended to attract, attracting, or likely to attract twenty-five (25) or more people, including distributors and servers, in a park owned or controlled by the City, including adjacent Sidewalks and rights-of-way in the City, for the delivery or service of free or nominally priced food. Excluded from this definition are activities of City licensed or contracted concessionaires, lessees, or licensees.
- (h) *Manual* means the Terms of Use for Public Property Manual, as updated from time to time.
- (i) *Parade* is defined as it is in section 24-106.
- (j) *Parks* are those areas owned or controlled by the City or another governmental entity, which are generally open to the public as a public space, not including areas that are normally used for mobility, such as highways, Sstreets, Ssidewalks or other walking paths (other than those Sidewalks that are part of the hardscape of a park), and other similar rights-of-way.
- (k) *Park Grounds* are the real property, including Landscape and Hardscape upon which parks are located and any and all buildings, structures, trees, shrubbery, flowers, leaves, grasses, plants, fruit, dirt and rocks located above, on, or under said property.

- (l) Person is any individual person, or any firm, partnership, association, corporation, company, or organization of any kind, or any combination of such persons.
- (m) Protest has the same meaning as it does in section 22-4 and is consistent with case law and common usage.
- (n) Public Use is any lawful utilization of Park, Park Grounds, Venues, and Facilities which is not prohibited by any applicable regulation, ordinance, or law and which does not in fact interfere with, or tend to interfere with or obstruct the use of the Park, Park Grounds, Venues, or Facilities by the general public or by any other person or person previously authorized to utilize the same.
- (o) Sidewalk is any area or way set aside or open to the general public for purposes of pedestrian traffic, whether or not it is paved.
- (p) Street is any place or way set aside or open to the general public for purposes of vehicular traffic, including any berm or shoulder parkway, right-of-way, or median strip thereof.
- (q) Venues are those locations that are owned and/or operated by the City of St. Augustine and may be permitted by the City for the purpose of holding public, semi-public, or private events.

Sec. 22-522 – Parks, Venues, and Facilities.

- (a) The following are designated as city Parks solely for the purposes of administration of this Article and this subsection is not intended to be exhaustive nor is it otherwise intended to limit the City Commission or City Manager from designating other areas as Parks of the city:
 - 1. Dr. Robert B. Hayling Freedom Park.
 - 2. Zora Neale Hurston Memorial Park.
 - 3. Davenport Park.
 - 4. Hamilton Upchurch Neighborhood Park.
 - 5. Eddie Vickers Park.
 - 6. Lighthouse Park/J. Edward “Red” Cox Recreational Facility.
 - 7. Nelmar Terrace Park.
 - 8. Joe Pomar, Jr. Park.
 - 9. Project SWING.
 - 10. Twine Park.
 - 11. Gibbs Park.
 - 12. Parque de Menendez.
 - 13. Fish Island Park.
 - 14. Coquina Park.
 - 15. Any Park Landscape owned by another governmental entity, along with any interior or adjacent Hardscape. However, if another governmental entity controls public access to some or all of the park grounds, including enforcing its own terms of use and park hours, it is not a park for the purposes of this article.

16. The areas of the Plaza de la Constitucion that do not otherwise require a permit to use. The Plaza is listed as a Park solely for the purposes of administration of this article; there is no intention by the City of St. Augustine to in any way alter the historical character or nature of the Plaza or to provide any additional rights or benefits to the public with respect to the Plaza by listing it in this section. Nor is this ordinance intended to supersede sections 22-4, 22-6, or any other provision from another chapter, article, or section of this Code that regulates activity in the Plaza.

(b) The following are Venues and are explicitly not Parks for the purposes of this article:

1. Francis Field.
2. The Willie Galimore Center.
3. The Plaza de la Constitucion's Gazebo.
4. The St. Augustine Municipal Marina.
5. The Lightner Museum Courtyard.

(c) The city may have some property interest in the following Facilities, but they are neither Parks nor Venues, nor are they traditional public fora:

1. The Lightner Museum and surrounding areas to the east and west, including the courtyard, gardens, loggias, balcony, porch, staircase, and fountains.
2. The Visitor Information Center, Historic Downtown Parking Facility, and the promenade area between the VIC and the Parking Facility.
3. The Llambias House Garden and St. Francis Park.
4. Pena Peck House – Woman's Exchange.
5. Other properties that the city holds in trust, or that are held in trust on behalf of the City of St. Augustine, including properties subsequently acquired for the use and enjoyment of the public that do not meet the definition of Parks or Venues.
6. Other proprietary city Facilities not otherwise listed in this section that are sometimes open for the use or enjoyment of the public.

Sec. 22-523 – Park hours; penalty.

(a) All Park, Venue, and Facility hours shall be as posted by the City Manager or his or her designee, except for the skate park at Hamilton Upchurch Neighborhood Park, which is closed for use After Dark until 9 a.m., though the City Manager may post and enforce hours that are more restrictive.

(b) It shall be unlawful for any person to willfully enter upon and remain within any of the Parks, Venues, or Facilities listed above during such hours as the Parks, Venues, or Facilities are closed to public use. Such presence shall be punished as provided in section 1-8 of this Code.

Sec. 22-524 – City Manager authority.

The City Manager has the authority to:

- (a) Close or restrict the hours of operation for designated city Parks, Venues, and Facilities if, in his or her discretion, said closure or alteration is in the best interest of the public health, safety, and welfare and upon the erection of appropriate signs giving notice thereof.
- (b) Enforce regulations to cover emergency, hazardous, or special conditions and place and maintain appropriate signs to warn the public.
- (c) Make temporary rules regulating the use of listed Parks, Venues, or Facilities if such measures are deemed by the City Manager to be in the best interest of the public health, safety, and welfare. Such temporary rules shall not remain in effect for more than ninety (90) days without approval by City Commission, nor shall any such rule be binding upon the public unless indicated by appropriate signs.
- (d) Determine the terms of use for any city property, or property held in trust for the benefit of the city, to the extent allowed by law, charter, or ordinance, by publishing such terms of use, in which case, the City Manager's terms of use shall be controlling. Terms of use published by the City Manager must be consistent with any specific instrument that provides terms of use for an individual Venue and may not prevail over the specific instrument, in the event of a conflict. Penalties and remedies for violations of the terms of use shall be in accordance with section 22-533 of this Code, unless the instrument provides penalties for that Park, Venue, or Facility. Additionally, the city may elect to pursue any penalty or remedy otherwise available at law.

Sec. 22-525 – Prohibited activities.

Except for activities of a governmental agency within the scope of its governmental authority, or unless specifically permitted to do so by a permit or approval issued pursuant to this Chapter, a person is not allowed to do any one or more of the following in a Park, Venue, or Facility owned or controlled by the City. These prohibited activities shall be enforced consistent with section 22-12 of this code, and state and federal law as interpreted by the courts.

- (a) Lie or otherwise be in a horizontal position on a table or where prohibited by signs.
- (b) Affix any hammock to any tree, light pole, sign, post, monument, or any other similar object, whether natural or man-made.
- (c) Sleep or otherwise be or remain in any bushes, shrubs, or other foliage.
- (d) Construct any hut, shanty, or other shelter.
- (e) Leave personal property unattended.
- (f) Cook foodstuffs except where grills or other food preparation areas are provided by the City.
- (g) Set or stoke a fire except where appropriate fire pits are provided by the City.
- (h) Discharge or deposit human wastes, except in toilets provided by the City. This provision does not prohibit discarding soiled diapers in a waste receptacle.

- (i) Drive stakes or posts, dig holes, or otherwise penetrate or disturb the natural surface of the ground. This does not apply to permitted events on Francis Field except as dictated by the Terms of Use for Public Property Manual or the event permit.
- (j) Arrange or place commercially rented or otherwise commercially provided chairs in conjunction with a permitted event, except for permitted events in the Lightner Courtyard or if specifically approved in the event permit.
- (k) Place tables, chairs, canopies, tents, and other obstructions on Landscape or rights-of-way without a permit.
- (l) Pick flowers or damage or remove plants, trees, shrubs, or any part of the park grounds.
- (m) Erect signs or affix signs to any tree, light pole, existing park sign, post or Park Grounds, except for signs containing government speech posted by the City Manager or his or her designee, unless otherwise allowed by the Terms of Use for Public Property Manual or the event permit.
- (n) Throwing or hurling of sharp or hard projectiles, except for in areas clearly intended for such purpose, such as a baseball field.
- (o) Kill, injure, harm, capture, chase, poison, or remove any wildlife, animal, or bird, or touch, break, remove, or relocate any animal, nest, or egg located above, upon, or under Park, Venue, or Facility grounds.
- (p) Write, paint, or draw on, or otherwise deface, damage, remove, or destroy any part of a Park or Park Grounds.
- (q) Use public restrooms to shave, bathe, shampoo hair, shower, or wash clothes to the extent that a person is nude, as defined by Section 15-4 of this Code. This provision is not intended to restrict the intended use of baby changing stations found in a restroom.
- (r) Bathe or otherwise be or remain in a water fountain and/or reservoir.
- (s) Climb, scale, stand, sit, or lie in or on any trash receptacles, monuments or memorials, light fixtures, chains, fences, railings, pavilions, planters, or newspaper dispensers provided for public use.
- (t) Fail to remove any excreta deposited upon public property including City Parks, Venues, Facilities, Landscapes, Hardscapes, Sidewalks, and rights-of-way by any animal within the care, custody, ownership, or control of such person.
- (u) Amplify sound or music without either a special permit, as described in section 11-92, or a notation that amplified sound or music is allowed on a permit issued under this Article. However, any permit for amplified sound or music at Hamilton Upchurch Neighborhood Park must be approved by the City Commission, notwithstanding the City Manager's approval authority for other types of permits.
- (v) Tie or chain an animal to any hardscape or landscape feature.

Sec. 22-526 – Large Group Feeding in Parks

Unless conducted as part of the city's government speech or specifically permitted to do so by a permit approval issued pursuant to this article:

- (a) It is unlawful to knowingly sponsor, conduct, or participate in the distribution or service of food at a Large Group Feeding at a Park, Venue, or Facility owned or controlled by the City of St. Augustine without a Large Group Feeding Permit issued by the City Manager or his or her designee.
- (b) It is unlawful to fail to produce and display the Large Group Feeding Permit during or after a large group feeding, while still on the site, to a law enforcement officer upon demand. It is an affirmative defense to this violation if the offender can later produce, to the City Attorney or the Court, a Large Group Feeding Permit issued to him/her, or the group, which was valid at the time of the event.
- (c) The City Manager or his or her designee, shall issue a Large Group Feeding Permit upon application and payment of the application fee as established by the City. Not more than five (5) Large Group Feeding Permits shall be issued to the same person, group, or organization for large group feedings for the same Park during the same calendar month.
- (d) The City Manager shall not issue a Large Group Feeding Permit for any Venue or Facility or for any of the following Parks:
 - 1. The Plaza de la Constitucion.
 - 2. Zora Neale Hurston Memorial Park.
 - 3. Davenport Park.
 - 4. Hamilton Upchurch Neighborhood Park.
 - 5. Project SWING.
 - 6. Coquina Park.
 - 7. Fish Island Park.
 - 8. Any unnamed Park.
- (e) Any applicant shall have the right to appeal the denial of a Large Group Feeding Permit pursuant to appeal procedure in Section 22-528, with written notice to the City Manager and with a copy to the City Clerk.

Sec. 22-527 – Permit required

- (a) A permit is required to conduct an Assembly on the rights-of-way of the City of St. Augustine or any Park or Venue.
- (b) The issuance of such a permit from the City Manager shall not relieve any person from the duty to secure other permits or approvals as may be required by the City Code or other governmental agencies.

Sec. 22-528 – Application for event permit

Any person seeking the issuance of an event permit shall file an application as specified by the Terms of Use for Public Property Manual on forms provided by the City. All permits must be considered for approval by the City Manager or his or her designee. Applicants must adhere to a specific instrument governing terms of use at a particular Facility and the Manual All applications must be completed on forms provided by the City in order to be considered.

Sec. 22-529 – Approval or disapproval of event permit

The City Manager or his or her designee shall approve or disapprove a timely filed, fully completed application for a permit. If the City Manager disapproves the application, the applicant shall be promptly notified in writing and the notice shall set forth the reasons for the denial of the permit.

Sec. 22-530 – Appeal procedure

Any applicant for a permit under this article shall have the right to appeal the disapproval of a permit by appealing the decision to the City Commission within 30 days of the date of the notice of disapproval. If the 30th day falls on a weekend or city holiday, or the appeal is delivered after 5 p.m. on the 30th day, no additional time shall be granted. The appeal to the City Commission shall be made by the applicant by filing a written appeal with the City Manager. The City Commission shall consider the appeal at the earliest practical regularly scheduled meeting following receipt by the City Manager of the appeal. The City Commission shall review the appeal, application, and the notice of disapproval with testimony from the applicant, if requested by the applicant. The City Commission shall direct the City Manager to issue a permit if the applicant has met the criteria set forth in this article and/or the Terms of Use for Public Property Manual for issuance of a permit. The City Commission's decision constitutes final administrative action.

Sec. 22-531 – Duties of permittee

- (a) A permittee hereunder shall comply with all permit directions and conditions, and with all applicable laws and ordinances, and with any requirements contained in the Terms of Use for Public Property Manual.
- (b) The applicant or other person heading or leading such event shall carry the permit upon his or her person during the event and shall display the permit upon demand by a city official.

Sec. 22-532 – Revocation of event permit

The City Manager or his or her designee may revoke a permit issued hereunder immediately upon violation of any provision of this Code, or a condition or requirement of the permit. The City Manager or his or her designee may revoke a permit when a public emergency arises where the police resources required for that emergency are so great that deployment of police services for the assembly would have an immediate and adverse effect upon the welfare and safety of persons or property.

Sec. 22-533 – Penalties

- (a) It shall be unlawful for any Person to stage, present, or conduct any Assembly, including a Large Group Feeding, in a public Park, Venue, or Facility without first having obtained permits therefor as herein provided, if required.
- (b) It shall be unlawful for any Person knowingly to participate in an Assembly or Large Group Feeding for which permits have not been granted if a permit is required.

(c) It shall be unlawful for any person in charge of or responsible for the conduct of a duly licensed assembly or event to knowingly fail to comply with any condition of a permit.

(d) Unless otherwise designated within a specific section, violations of this article shall be punishable as non-criminal infractions of city ordinances. Fines shall not exceed \$250.

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

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

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

Section 5. Effective Date. This Ordinance shall become effective immediately upon passage, pursuant to § 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2020.

ATTEST:

Tracy W. Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 2, 2020

RE: **ORDINANCE 2020-03: TATTOO STUDIOS AND MICROPIGMENTATION**

Please find attached Ordinance 2020-03. As part of our code updates following transmittal of our Evaluation and Appraisal Report amendments to the comprehensive plan, we are addressing the zoning for both artistic expression tattoo studios, and esthetic procedures such as micropigmentation.

Tattooing has been recognized as a form of artistic expression by the courts, therefore, any regulation of this form of First Amendment protected expression must be the least restrictive means to achieve a compelling public purpose. In reviewing our zoning districts, staff recognized the public health need to control the sanitation and waste disposal of biomedical waste (sharps). Biomedical waste cannot be comingled with the City's regular trash collection, and must remain under continuous control from use through disposal by licensed biomedical waste haulers. The historic preservations districts (HP1-4) that do not require onsite parking cannot provide the level of biomedical waste contractor control necessary for essential health and safety purposes. Therefore, this ordinance provides for tattoo studios in other zoning districts by right, but does not provide for this use in HP-1, HP-2, HP-3, and HP-4 districts. Similarly, micropigmentation esthetic procedures are limited to zoning districts that have required onsite parking, and in addition are more limited as they do not affect a protected First Amendment activity.

Please place Ordinance 2020-03 on the regular City Commission agenda for first reading on January 13, 2020.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

xc: Meredith Breidenstein, Assistant City Manager
Darlene Galambos, City Clerk

Agenda Title:

Addresses the zoning for both artistic expression tattoo studios and esthetic procedures such as micropigmentation.

ORDINANCE NO. 2020-03

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 28 OF THE CODE OF THE CITY OF ST. AUGUSTINE; AMENDING SECTION 28-2 TO MODIFY THE DEFINITION OF TATTOO PARLOR OR STUDIO AND TO CREATE A NEW DEFINITION FOR MICROPIGMENTATION CLINIC; AMENDING SECTIONS 28-187, 28-206, 28-207, 28-208, 28-209, 28-226, 28-311 AND 28-312 TO ADD TATTOO PARLOR OR STUDIO TO THE LIST OF PERMITTED USES IN THE HP-5, CL-1, CL-2, CM-1, CM-2, IW, MUD AND MUD-A ZONING DISTRICTS; AMENDING SECTION 28-206 TO ADD MICROPIGMENTATION CLINIC AS A PERMISSIBLE USE BY EXCEPTION IN THE CL-1 ZONING DISTRICT; AMENDING SECTIONS 28-207, 28-208 AND 28-209 TO ADD MICROPIGMENTATION CLINIC TO THE LIST OF PERMITTED USES IN THE CL-2, CM-1, AND CM-2 ZONING DISTRICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of St. Augustine has implemented district zoning regulations in order to the protect the public health, safety, morals, general welfare, quality of life, and the natural, historical and cultural environment of the city; and

WHEREAS, in order to discourage the demolition of structures to make way for on-site parking lots and to protect the City's National Register of Historic Places Town Plan streetscape, the Historic Preservation zoning districts designated as HP-1, HP-2, HP-3, and HP-4 do not require on-site parking lots for businesses located in these districts. Most historic preservation zoning district properties are pedestrian accessed and street parking is very limited; and

WHEREAS, on December 14, 2015 the City Commission heard the results of a freight loading zone study that recommended further limiting on-street pick-up, drop-off, freight loading and unloading to specific designated communal loading zones; and,

WHEREAS, the application of pigments below the epidermis in micropigmentation or tattooing procedures utilize needles and may cause some loss of blood and bodily fluids. As such, the disposal of 'sharps' and other medical waste creates a special public health concern. Both micropigmentation clinics and tattoo studios are deemed biomedical waste

generators and must comply with the State of Florida Department of Health regulations on biomedical waste storage, containment, transportation and disposal; and

WHEREAS, due to its historic street layout, limited parking, and other physical constraints, the City of St. Augustine does not contract with private solid waste haulers but instead utilizes trained City crews to operate the sanitation services for both commercial and residential waste within the City via compactors or curbside trash pick-up, however, the City is not licensed to transport or dispose of biomedical waste; and

WHEREAS, private biomedical waste transportation and disposal companies must maintain control of the waste at all times, and the inability to park on-site in order to promptly and safely transfer biomedical waste from the micropigmentation clinic or tattoo studio to the biomedical waste transporter is a significant public health concern, therefore regulating the location of biomedical waste generators furthers a legitimate interest and is a reasonable time, place, and manner restriction; and

WHEREAS, the creation of tattoos has been deemed by the United States Court of Appeals for the Eleventh Circuit in Buehrle v. the City of Key West, to be an artistic creative expression protected under the First Amendment of the United States Constitution; and

WHEREAS, the Dictionary of Modern Medicine defines micropigmentation as a form of permanent makeup used to enhance facial features, improve scarring, and reconstruct damage to the skin; and

WHEREAS, the City's Planning and Zoning Board at its February 2, 2016 hearing, accepted testimony under oath from a practitioner of micropigmentation, whose statements confirmed that micropigmentation utilizes similar methods of implanting pigments below the epidermis as are used in tattooing, but denied that micropigmentation was a form of artistic tattooing; and

WHEREAS, the City's Planning and Zoning Board at its December 3, 2019 meeting recommended approval of this ordinance; and

WHEREAS, the City Commission for the City of St. Augustine finds that it is in the best interest of public health, safety and general welfare that the following amendments be adopted;

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

Section 1. Amendment to Chapter 28, Article I, Section 28-2. Chapter 28, Article I, Section 28-2 of the Code of the City of St. Augustine, Florida, is hereby amended, which shall read in its entirety as follows:

“Sec. 28-2. Definitions.

...

Micropigmentation clinic means an establishment which provides a form of permanent makeup in which minute, metabolically inert pigment granules are injected, below the epidermis.

...

Tattoo parlor or studio means an establishment which provides for artistic expression through the permanent embellishment of the skin ~~through~~ via an indelible mark or figure fixed upon the body by the insertion of pigment under the skin.

...”

Section 2. Amendment to Chapter 28, Article III, Section 28-187. Chapter 28, Article III, Section 28-187 of the Code of the City of St. Augustine, Florida, is hereby amended, which shall read in its entirety as follows:

“Sec. 28-187. Historic preservation district: HP-5.

Intent. This district is intended to provide a mix of residential and nonresidential uses compatible with the existing historic structures and the district's relationship with surrounding neighborhoods and traffic circulation.

...

(2) Permitted uses and structures:

- a. Single-family.
- b. Professional and business offices.
- c. Banks and other financial institutions.
- d. Museums that relate to the history of St. Augustine.
- e. Housing for the elderly.
- f. Home office, private.
- g. Hair salons, beauty shops and barber shops.
- h. Tattoo parlor or studio.

...”

Section 3. Amendment to Chapter 28, Article III, Section, 28-206, Section 28-207, Section 28-208, Section 28-209, Section 28-226, Section 28-311 and Section 28-312. Chapter 28, Article III, Section, 28-206, Section 28-207, Section 28-208, Section 28-209, Section 28-226, Section 28-311 and Section 28-312 of the Code of the City of St. Augustine, Florida, are hereby amended, which shall read in their entirety as follows:

“Sec. 28-206. Commercial low-one: CL-1.

Intent. This district is intended to apply to areas where small groups of low intensity commercial uses may be appropriately located to serve within convenient traveling distance from one (1) or several neighborhoods. The CL-1 district is not intended for

use by medium intensity commercial uses such as service stations, vehicle repair and sales, etc. However, professional and business offices and similar uses are encouraged.

(1) *Permitted uses and structures:*

- a. Retail outlets such as specialty food stores and drugs (but not supermarkets); clothing, hardware, toy and hobby shops; pet shops (but not kennel or veterinarian); bookstore and newsstand; stationery and card shops; leather goods and luggage; jewelry (including repair but not pawn shops); art and photographic supplies; TV and stereo equipment (including incidental repairs); florist or gift shop; bake shop (but not wholesale bakery); sporting goods; sundries and notions; business office supplies; musical instruments, records and tapes; and similar products.
- b. Service establishments such as hair salons, shoe repair shop, restaurant (up to one hundred (100) seats, but not drive-in or fast food), interior decorator, photographic or art studio, dance or music studio, health club or facility, tailoring, catering, self-service laundry or dry cleaner and dry cleaning and laundry package plant in a completely enclosed building using nonflammable liquids with no odor or fumes or steam detectable to normal senses from off the premises and similar activities.
- c. Tourist homes and bed and breakfast inns.
- d. All types of professional and business offices.
- e. Churches (except temporary revival establishments).
- f. Libraries and museums.
- g. Single-family dwellings as for RG-1 (section 28-163).
- h. Multiple-family housing.
- i. Rooming and boarding houses.
- j. Housing for the elderly.
- k. Home office, private.
- l. Antique shops.
- m. Stables, provided, however, that property shall have been utilized as of the date of the adoption of this subsection [December 23, 1991,] as a stable for more than two (2) years preceding such adoption, and no other.

n. Tattoo parlor or studio.

no. The above uses are subject to the following limitations:

- 1. Sale, display, preparation and storage to be conducted within a completely enclosed building, and no more than twenty (20) percent of floor space to be devoted to storage.
- 2. Products to be sold only at retail.
- 3. No sale, display or storage of secondhand merchandise except as incidental to sale of new merchandise.

...

(3) *Permissible uses by exception:*

- a. Hotel/motel, maximum of thirty (30) units.
- b. Plant nursery.
- c. Sale of alcoholic beverages with alcoholic content not more than fourteen (14) percent for consumption, either on the premises or off the premises.
- d. Wholesaling from sample stocks only, provided no manufacturing or storage for distribution is permitted on the premises.
- e. Medical/dental clinic, intermediate care facility.
- f. Uses and structures as for RG-1 (section 28-163).
- g. Indoor movie theatres.
- h. Commercial recreational or entertainment facilities in completely enclosed building such as billiard parlor, bowling alley, swimming pool, skating rink, dance hall and similar uses.
- i. Building trades contractor not requiring outside storage, nor the use of any vehicle in excess of one-ton capacity, nor any machinery, ditching machines, tractors, bulldozers or other heavy construction equipment.
- j. Micropigmentation clinic.

...”

“Sec. 28-207. Commercial low-two: CL-2.

Intent. This district is intended to apply to areas where low intensity commercial uses may be located to serve one (1) or more neighborhoods. The CL-2 district is not intended for use by medium intensity commercial uses but low traffic generating commercial uses are encouraged.

(1) *Permitted uses and structures:*

- a. Retail outlets such as specialty food stores and drugs (but not supermarkets), clothing and toy and hobby shops, pet shops (but not kennel or veterinarian), bookstore and newsstand, stationery and card shops, leather goods and luggage, jewelry (including repair but not pawn shops), art and photographic supplies, TV and stereo equipment (including incidental repairs), florist or gift shop, bake shop (but not wholesale bakery), sporting goods, sundries and notions, business office supplies, musical instruments, records and tapes, home furnishings and appliances (including incidental repairs), office equipment and furniture, hardware, used merchandise (in a completely enclosed building), duplicating and similar products.
- b. Service establishments such as hair salons, shoe repair shop, restaurant (but not drive-in or fast food), interior decorator, photographic or art studio, dance or music studio, health club or facility, tailoring, catering, self-service laundry or dry cleaner and dry cleaning and laundry package plant in a completely enclosed building using nonflammable liquids with no odor

or fumes or steam detectable to normal senses from off the premises, radio and TV broadcasting office and studio, funeral home, marina, blueprinting, job printing and newspaper, electronic equipment repair shop, travel agencies, employment offices and similar activities.

- c. Banks, loan companies, mortgage brokers, stockbrokers and similar financial institutions.
- d. All types of professional and business offices, union hall and similar uses.
- e. Art gallery; museum; community center; vocational, trade or business school; colleges and universities; and similar uses.
- f. An establishment or facility for the retail sale or service of all alcoholic beverages either for on-premises or off-premises consumption, or both (but not drive-in).
- g. Wholesaling from sample stocks only, provided no manufacturing or storage for distribution is permitted on premises.
- h. Commercial parking lots, automobile parking garages.
- i. Hotels and motels without kitchenettes (maximum of fifty (50) units).
- j. Single-family dwellings as for RG-1 (section 28-163).
- k. Shopping plaza.
- l. Home office, private.
- m. Churches.
- n. Multiple-family dwellings as for RG-1.
- o. Tattoo parlor or studio.
- p. Micropigmentation clinic.

...”

“Sec. 28-208. Commercial medium-one: CM-1.

Intent. This district is intended to apply to areas where adequate lot depth is available to provide meaningful development for service-oriented automotive uses, tourist accommodations, attractions and supporting facilities. It is not intended that this district become or be used for strip commercial purposes.

(1) Permitted principal uses and structures:

- a. Service station.
- b. Hotels and motels with or without kitchenettes.
- c. Shopping plaza and shopping center.
- d. Reception and information center.
- e. Museums.
- f. Outdoor recreational facilities.
- g. Service establishments such as hair salons, shoe repair shop, restaurant (including drive-in or fast food), service stations, interior decorator,

photographic or art studio, dance or music studio, health club or facility, tailoring, catering, self-service laundry or dry cleaner and dry cleaning and laundry package plant in a completely enclosed building using nonflammable liquids with no odor or fumes or steam detectable to normal senses from off the premises, radio and TV broadcasting office and studio, funeral home, marina, blueprinting, job printing and newspaper, electronic equipment repair shop, travel agencies, employment offices, furniture reupholstering, video rental and similar activities.

- h. Banks and financial institutions.
- i. Home office, private.
- j. Multiple-family dwellings.
- k. Retail outlets such as specialty food stores, pharmacy, supermarkets, clothing and toy and hobby shops, pet shops (but not kennel), bookstore and newsstand, stationery and card shops, leather goods and luggage, jewelry (including repair but not pawn shops), art and photographic supplies, sporting goods, TV and stereo equipment (including repairs), florist or gift shop, bake shop, sundries and notions, business office supplies, musical instruments, records and tapes, art gallery and antique shop, home furnishings and appliances (including repairs), office equipment and furniture, hardware, used merchandise (in a completely enclosed building), duplicating, plant nursery and garden center, alcohol sales and service (without drive-in) and similar products.
- l. Business and professional offices.
- m. Intermediate care facility.
- n. Special event venue as per section 28-347(8).
- o. Tattoo parlor or studio.
- p. Micropigmentation clinic.

...”

“Sec. 28-209. Commercial medium-two: CM-2.

Intent. This district is intended to apply where adequate traffic circulation capacity is available to provide medium intensity automotive oriented commercial and service uses and related facilities. It is not intended that this district become or be used for strip commercial purposes.

...

(3) Permissible uses by exception:

- a. As provided in section 28-347.
- b. Wholesale, warehouse, or storage use, to include miniwarehouses, and self-storage facilities.
- c. Building trades contractor with outside storage yard and heavy construction equipment.
- d. Boatyard.
- e. Light manufacturing, processing (including food processing but not

slaughterhouse), packaging or fabricating and candy manufacturing.

- f. Bulk storage yards, including bulk storage of flammable liquids.
- g. Open air theaters, but not drive-in theaters.
- h. Commercial, recreational and entertainment facilities such as museums, carnival or circus, shooting gallery, skating rink, pony ride, go-cart track, athletic complexes, arena, auditorium, convention center, dance hall, indoor theater and similar uses; provided, however, such uses do not have temporary facilities which exceed more than thirty-five (35) feet in height for more than thirty (30) days in any calendar year. For the purpose of this section, exceeding the height at any time during a twenty-four-hour period constitutes a day.
- i. Palmist, astrologist, psychics, clairvoyants, phrenologists and similar uses.
- j. ~~Tattoo parlor or studio.~~
- kj. Businesses that offer for sale new or used automobiles, trucks, boats and tractors.
- lk. Uses and structures as for RG-1 (section 28-163).
- ml. Facilities for sales, trade, gift, display, storage, delivery or on-site commercial consumption of legally available marijuana.

...

“Sec. 28-226. Industrial and warehousing: IW.

Intent. This district is intended to allow light manufacturing and related service, storage and commercial uses.

(1) *Permitted uses and structures:*

- a. Wholesaling, warehousing, storage or distribution establishments, mini-warehouses, and self-storage facilities and similar uses.
- b. Light manufacturing and processing, including food processing, packaging or fabricating; however, any food processing, packaging or fabricating plant engaged in the processing or packaging of shellfish shall be wholly contained within completely enclosed buildings with no odor, fumes or steam detectable to normal senses from off the premises.
- c. Printing, lithographing, publishing or similar establishments.
- d. Bulk storage yards, not including bulk storage of flammable liquids and acids.
- e. Outdoor storage yards and lots, provided, such outdoor storage yard shall not be located closer than twenty-five (25) feet to any public street and that such yard shall be completely enclosed by a solid fence or wall or equivalent visual barrier not less than eight (8) feet high except for entrance and exit and such openings shall be equipped with eight-foot-high visual barrier gates; and provided further that this provision shall not permit wrecking yards (including automobile wrecking yards), junkyards or yards used in whole or in part for scrap or salvage operations, or for

processing, storage, display or sales of any scrap, salvage or secondhand building materials, junk automotive vehicles, or secondhand automotive parts.

- f. Vocational, technical, trade or industrial schools and similar uses.
- g. Miscellaneous uses such as express office, telephone exchange, commercial parking lots and parking garages, motor bus or truck or other transportation terminal.
- h. Radio or television broadcasting offices, studios, transmitters or antennas.
- i. Any existing industrial use.
- j. Railroad right-of-way, tracks, sidings, yard, etc.
- k. Boatbuilding.

l. Tattoo parlor or studio.

...

“Sec. 28-311. - Maritime use districts: MUD.

(a) *Permitted uses and structures:*

- (1) Marinas.
- (2) Restaurants, including restaurants with lounge, but not fast food.
- (3) Ship's stores; ship's chandleries; boatyards; seafood houses, but not scallop processing plants; and businesses engaged in provisioning or supplying of ships, boats and other vessels, including ice, fuel, victuals, rigging and tackle.
- (4) Warehouse and storage of marine-oriented merchandise.
- (5) Wholesale and distribution of marine-oriented merchandise.
- (6) Light manufacturing of marine-oriented products.
- (7) Maritime museums.

(8) Tattoo parlor or studio.

...

Sec. 28-312. - Maritime use district-A: MUD-A.

Intent: The city has a long history of marine uses, such as boat building, fishing, and seafood processing along its waterways. This zoning district is intended to recognize the historic maritime uses in our community and establish areas where this maritime industry, and similar uses that are compatible with maritime uses are allowed, but also recognize that a mix of commercial uses along the waterways protects the city's maritime heritage and promotes the working waterfronts and access to the waterfronts. To this end a ratio of sixty (60) percent of the gross land area of a site must be used for water dependent uses associated with maritime industries or working waterfronts with a maximum of forty (40) percent of the gross land area of a site allowed for non-water dependent uses as listed below.

(a) (...)

Non-water dependent permitted uses:

- (1) Restaurants, including restaurants with lounge, but not fast food.
- (2) Warehouse and storage of marine-oriented merchandise.
- (3) Wholesale and distribution of marine-oriented merchandise.
- (4) Light manufacturing of marine-oriented products.
- (5) Maritime museums.
- (6) Professional and business offices.
- (7) Hotel, motel (maximum of 25 units).
- (8) Art studios and galleries

(9) Tattoo parlor or studio.

...”

Section 4. Inclusion in Code. The City Commission intends that the provisions of this ordinance shall become and shall be made part of Chapter 28, Section 28-2, Section 28-187, Section 28-206, Section 28-207, Section 28-208, Section 28-209, Section 28-226, Section 28-311 and Section 28-312 of the Code of the City of St. Augustine, that the sections of this ordinance may be renumbered or relettered and that the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

Section 5. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

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

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

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2020.

ATTEST:

Tracy W. Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 2, 2020

RE: **ORDINANCE 2020-04: DOCKAGE**

Please find attached Ordinance 2020-04, which provides regulations for dockage at Lighthouse Park.

The ordinance provides that vessels may not be tied to the dock for more than one hour during a 24-hour period. The dock does not have the capacity to store vessels for more than a limited amount of time, and police have reported that some vessels remain tied to the dock for many hours, which limits the availability of the dock to other users.

This ordinance also prohibits vessels from being affixed to the pier. The ordinance allows dinghies to be temporarily stored on the shoreline, but for no more than twenty-four (24) hours, in order to ensure public access to the shoreline. This allows the occupants of vessels to come ashore to enjoy the city for a reasonable amount of time without the dinghies being grounded on city property for long periods of time.

Under this ordinance, the city may remove vessels that are stored in excess of the time allowed by the ordinance, at the expense of the responsible party. The ordinance also allows a fine of \$100 for a first offense, \$250 for a second offense, and \$500 for a third or subsequent offense.

Please place Ordinance 2020-04 on the City Commission agenda for first reading on January 13, 2020.

Thank you.

/s/ John M. Cary

John M. Cary

Assistant City Attorney

Attachment

xc: Meredith Breidenstein, Assistant City Manager
Isabelle C. Lopez, City Attorney
Darlene Galambos, City Clerk

Agenda Title: Ordinance 2020-04 creates Chapter 7, section 7-94, enacting regulations and penalties for dockage at the Lighthouse Park.

ORDINANCE NO. 2020-04

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 7, ARTICLE V OF THE CODE OF THE CITY OF ST. AUGUSTINE; CREATING SECTION 7-94 OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING REGULATIONS FOR THE DOCKAGE OF VESSELS; PROVIDING PENALTIES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of St. Augustine owns, controls, and maintains a dock and a boat ramp at Lighthouse Park/J. Edward "Red" Cox Recreational Facility; and

WHEREAS, the pier, dock, and boat ramp are open to the public; and

WHEREAS, the pier is available to the public for fishing and other recreational activities, but is not an appropriate apparatus for the tying-off or affixing of vessels; and

WHEREAS, the dock and boat ramp are open to the public but have limited capacity for storage of vessels; and

WHEREAS, increasing demand for the dock and boat ramp requires regulations to ensure that members of the public are not inhibited from using the dock or boat ramp by other members of the public who leave their vessels tied to the dock; and

WHEREAS, a one-hour limit for tying or otherwise affixing a vessel to the dock is a reasonable regulation that allows the dock to be used for its intended use without occupying the limited available space for an excessive amount of time, in order to allow other vessels to use the public dock; and

WHEREAS, dinghies may be kept on shore for a limited amount of time, but are not to be permanently stored on the city's shoreline; and

WHEREAS, a 24-hour period for a dinghy to remain on shore provides ample time for a vessel owner to come ashore and enjoy the city while protecting public access to the city's limited shoreline at the park; and

WHEREAS, some vessels may be stored in a manner that presents a risk to the health, safety, and welfare of the residents and/or property of the city, and may need to be immediately secured or removed; and

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

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

Section 1. Creation of Chapter 7, Article V, Section 7-94. Chapter 7, Article V, Sections 7-94 of the Code of the City of St. Augustine is hereby created, as follows:

Article V. – Regulation of Anchorage and Dockage

Sec. 7-94. – Regulation of dockage of vessels.

- (a) The Lighthouse Park/J. Edward “Red” Cox Recreational Facility Boat Ramp is open to the members of the general public for the purpose of loading and unloading boats into the Salt Run.
- (b) Dinghies may be temporarily stored for less than forty-eight (48) hours on shore in an area that does not block the boat ramp or otherwise impede the loading and unloading of other vessels.
- (c) Vessels may not be tied or otherwise affixed to the dock at the Lighthouse Boat Ramp for longer than one hour during any twenty-four (24) hour period. Vessels may not be tied or otherwise affixed to the pier at Lighthouse Park/J. Edward “Red” Cox Recreational Facility.
- (d) Violation the any provision of this section may be punishable by code enforcement citation pursuant to chapter 2, article VI of the Code, following the procedures for prosecution in section 7-93. Penalties shall be the same as those in section 7-93.
- (e) In addition to the penalties herein, the city may choose to remove, or cause to be removed, a vessel that is left in a manner that violates the provisions of this section. The responsible party shall be required to reimburse the city for the costs incurred in the removal. If the responsible party fails to reimburse the city for the costs of removal, the city may place a lien on the responsible party's real and personal property for the costs incurred by the city. The city may foreclose on the lien, or seek a money judgment, as provided for by state law.
- (a)(f) Notwithstanding the above, if the city manager or his or her designee determines that a vessel or floating structure is an imminent risk to the health, safety and welfare of the residents of the city, or is likely to immediately damage private or public property or is an immediate hazard to navigation, the city may take all steps necessary to immediately remove, or cause to be removed, the vessel or floating structure without written communication.

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

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

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

Section 5. Effective Date. This Ordinance shall become effective ten (10) days after passage, pursuant to § 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2020.

Tracy W. Upchurch, Mayor-Commissioner

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 2, 2020

RE: **ORDINANCE 2020-05: TREE MITIGATION FUND**

Please find attached Ordinance 2020-05, which codifies and provides guidance for the city's Tree Mitigation Fund within chapter 25, section 25-56 of the city code.

The ordinance codifies and implements the Tree Mitigation Fund for cases where a homeowner or developer requests to remove a significant tree, and the nature of the property makes it impossible or infeasible to plant a replacement tree on site, as required by the code. In such a case, the owner or developer could instead pay money into the Tree Mitigation Fund for the city to plant a tree on city right-of-way or other public property.

Under this ordinance, the City Commission would be responsible for passing a resolution setting the amount to be paid into the Fund, which must be based on the actual cost for the city to purchase and plant replacement trees offsite. The policy for tree mitigation is to promote street tree rehabilitation, maintain a diverse tree inventory, and support the tree canopy throughout the city.

The ordinance ensures that the money is paid into the fund by directing city staff to not issue a tree removal permit until the money owed for the mitigation is paid in full.

This ordinance was presented to the Planning and Zoning Board on December 3, 2019. Please place this on the January 13, 2020, City Commission meeting for first reading.

Thank you.

/s/ John M. Cary

John M. Cary
Assistant City Attorney

Attachment

xc: Meredith Breidenstein, Assistant City Manager
Isabelle C. Lopez, City Attorney
Darlene Galambos, City Clerk

Agenda Title: Ordinance 2020-05 amends Chapter 25, section 25-56, codifying and implementing the Tree Mitigation Fund.

ORDINANCE NO. 2020-05

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 25, SECTION 56 OF THE CODE OF THE CITY OF ST. AUGUSTINE; CODIFYING THE TREE MITIGATION FUND; PROVIDING THAT COST OF TREE MITIGATION SHALL BE DETERMINED BY RESOLUTION; SPECIFYING THE PURPOSE OF THE TREE MITIGATION FUND; LIMITING WHEN A PERMIT MAY BE ISSUED; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of St. Augustine is recognized by the National Arbor Day Foundation as a Tree City USA; and

WHEREAS, the City of St. Augustine has been designated a Tree City USA for approximately 36 years; and

WHEREAS, the City of St. Augustine places a high priority on maintaining and planting trees, and monitoring the tree canopy throughout the city; and

WHEREAS, Chapter 11 *Environmental Protection*, including Conservation Overlay Zone protection, and Chapter 25 *Trees and Landscaping* regulate landscaping, tree removal, and tree canopy requirements in the City Land Development Code; and

WHEREAS, certain site conditions make it impossible or infeasible for a development or owner to meet the tree planting landscape requirements or retain existing trees for conservation purposes on a site; and

WHEREAS, in 2018, the city adopted Resolution 2018-46, which established the Tree Mitigation Fund to allow a property owner or developer to pay a fee into the fund in lieu of planting trees on site; and

WHEREAS, Resolution 2018-46 required that monies generated from fines collected from the unpermitted removal of trees be placed into the Tree Mitigation Fund; and

WHEREAS, Resolution 2018-46 required monies deposited into the Tree Mitigation Fund be used by the city to plant and maintain trees in appropriate locations and support the city's tree program within the city right-of-way or on city or other public property to promote street tree rehabilitation, maintain a diverse tree inventory, and support a tree canopy throughout the city; and

WHEREAS, the amount to be paid into the Tree Mitigation Fund shall be determined by resolution, and shall reflect the actual cost of purchase price and labor cost to plant the replacement tree offsite, and shall be updated from time to time; and

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

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

Section 1. Amendment to Chapter 25, Section 25-56. Chapter 25, Section 25-56 of the Code of the City of St. Augustine is hereby amended, as follows:

Sec. 25-56 – Tree removal and replacement.

(...)

(j) In certain instances, it may be impossible or infeasible for a property owner to replace a tree or trees as required by subsection (g) of this section and section 11-28(d) of this code. In such cases, the owner may instead pay a sum of money into the Tree Mitigation Fund.

(1) The amount to be paid into the Tree Mitigation Fund shall be determined by resolution, updated from time to time in order to reflect the actual cost for the city to purchase and plant an appropriate replacement tree offsite.

(2) Monies paid into the Tree Mitigation Fund shall be used by the city to plant and maintain trees on the city right-of-way or on city or other public property within the city, with the location to be determined by the city manager or his or her designee, in order to promote street tree rehabilitation, maintain a diverse tree inventory, and support the tree canopy throughout the city.

(3) The City Manager or his or her designee shall not issue a tree removal permit until the monies owed for tree mitigation are paid in full.

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

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

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

Section 5. Effective Date. This Ordinance shall become effective ten (10) days after passage, pursuant to § 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2020.

Tracy W. Upchurch, Mayor-Commissioner

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: January 2, 2019

RE: **ORDINANCE 2020-06: TRANSPORTATION NETWORK COMPANIES**

Please find attached Ordinance 2020-06, which amends the city's definitions of "for hire passenger transportation vehicle" and "taxicab" to exclude "transportation network company vehicle," as well as adding definitions for "transportation network company," "transportation network company driver," and "transportation network company vehicle" to be consistent with state statute.

The state legislature has the constitutional authority to preempt local regulations. Section 627.748 expressly preempts local governments from regulating transportation network company (TNC) vehicles, i.e., Uber, Lyft, etc. Our definition of "for hire passenger transportation vehicle" and "taxicab" are broad enough that they include transportation network company vehicles. The statute specifically preempts ordinances that predate the enactment of the statute, so our regulations are not "grandfathered."

This ordinance exempts transportation network company vehicles from the city's taxicab regulations, consistent with state law. However, the ordinance allows TNC drivers to purchase a medallion if they wish to use the city's taxi stands. Currently, only taxis are allowed to use the taxi stands. This would be a benefit to the city by allowing TNC vehicles to pick up and drop off from taxi stands, which may help with mobility issues.

Please place Ordinance 2020-06 on the City Commission agenda for first reading on January 13, 2020.

Thank you.

/s/ John M. Cary

John M. Cary
Assistant City Attorney

Attachment

xc: Meredith Breidenstein, Assistant City Manager
Isabelle C. Lopez, City Attorney
Darlene Galambos, City Clerk

Agenda Title: Ordinance 2020-06 amends section 24-46, section 27-23, and creates section 27-88, allowing Transportation Network Company vehicles to purchase a medallion.

ORDINANCE NO. 2020-06

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 24-46 OF THE CODE OF THE CITY OF ST. AUGUSTINE; PROVIDING FOR REGULATION OF TAXI STANDS; AMENDING CHAPTER 27, SECTION 23 OF THE CODE OF THE CITY OF ST. AUGUSTINE; ADDING AND MODIFYING DEFINITIONS; CREATING CHAPTER 27, SECTION 88 OF THE CODE OF THE CITY OF ST. AUGUSTINE; ALLOWING MEDALLIONS FOR TRANSPORTATION NETWORK COMPANY VEHICLES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the City of St. Augustine regulates for hire passenger transportation vehicles; and

WHEREAS, the City's definition of for hire passenger transportation vehicles is broad enough to include transportation networking company (TNC) vehicles; and

WHEREAS, the State of Florida recently amended section 627.748 of the Florida Statutes to expressly preempt local governments from regulating transportation networking company vehicles; and

WHEREAS, the preemption specifically invalidates ordinances that were enacted prior to that section becoming law; and

WHEREAS, the city owns several spaces for taxis to park while picking up or dropping off fares, which are referred to in different code provisions as either "taxi stands" or "taxicab stands"; and

WHEREAS, only taxicabs with City-issued medallions are permitted to park at taxi stands; and

WHEREAS, the City Commission of the City of St. Augustine finds that it is in the best interest of city mobility to allow Transportation Network Company Vehicles to purchase a taxicab medallion and to park in taxi stands; and

WHEREAS, transportation network company vehicles are not required to purchase medallions in accordance with the state statutes, however, any TNC Vehicle that wishes to use the taxi stands may purchase a medallion for such use; and

WHEREAS, it is not lawful for a vehicle to stop at a taxi stand without a city-issued medallion; and

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

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

Section 1. Amendment to Chapter 24, Section 24-46. Chapter 27, Section 27-23 of the Code of the City of St. Augustine is hereby amended, as follows:

Sec. 24-46. – Parking in bus stops and taxicab stands.

It shall be unlawful for any person to stop, stand or park a vehicle in any officially designated and appropriately marked bus stop or taxicab stand other than a bus in a bus stop and a taxicab or a transportation network company vehicle, as defined in section 27-23, if the transportation network company vehicle has purchased and properly displayed a city-issued medallion. in a taxicab stand.

Section 2. Amendment to Chapter 27, Section 27-23. Chapter 27, Section 27-23 of the Code of the City of St. Augustine is hereby amended, as follows:

Sec. 27-23. - Definitions.

- (a) *For hire passenger transportation vehicle* means any motorized or non-motorized vehicle other than a Transportation Network Company Vehicle, when used for transporting persons for compensation; let or rented to another for consideration; offered for rent or hire as a means of transportation for compensation; advertised in a newspaper or generally held out as being for rent or hire; used in connection with a travel bureau; or offered or used to provide transportation for persons solicited through personal contact or advertised on a "share-expense" basis.
- (b) *Low speed vehicle* means any four-wheeled vehicle whose top speed is greater than twenty (20) miles per hour but not greater than twenty-five (25) miles per hour. Low-speed vehicles must comply with the safety standards in 49 C.F.R. s. 571.500 and s. 316.2122 as may be amended.
- (c) *Pedicab* means either:
 - (1) A bicycle that has two (2), three (3) or more wheels, that transports, or is capable of transporting, passengers on seats attached to the bicycle, that is

operated by an individual and that is used for transporting passengers for monetary consideration; or

(2) A bicycle with that has a single unarticulated frame, that pulls a sidecar or similar device that transports, or is capable of transporting, passengers on seats attached to the sidecar or similar device, that is operated by an individual, and that is used for transporting passengers for monetary consideration.

(d) *Taxicab* means any motor vehicle for hire, other than a Transportation Network Company Vehicle, horse-drawn carriage, trailer train, low speed vehicle, or pedicab, used for the transportation of passengers for hire, or offered for hire to the public for transportation.

(e) Transportation network company, Transportation network company driver, and Transportation network company vehicle are defined as they are in section 627.748 of the Florida Statutes.

Section 3. Creation of Chapter 27, Section 27-88. Chapter 27, Section 27-88 of the Code of the City of St. Augustine is hereby created, as follows:

Sec. 27-88. – Transportation network company vehicle medallions.

(a) A Transportation Network Company Driver may be issued a medallion for a Transportation Network Company Vehicle by providing proof of insurance as required by subsection 267.748(7), Florida Statutes; Transportation Network Company disclosures provided in subsection 267.748(8), Florida Statutes; and by providing the Transportation Network Company Driver documentation required by subsection 267.748(11), Florida Statutes.

(b) Annual renewal will be provided by providing proof of insurance as required by subsection 267.748(7), Florida Statutes, and by providing any updated information required by subsection 267.748(11).

(c) The annual fee collected under this section is a fee paid for the benefit of the use of city-owned taxi stands.

Section 4. Inclusion in Code. The City Commission intends that the provisions of this Ordinance shall become and shall be made part of the Code of the City of St. Augustine, that the sections of this Ordinance may be re-numbered or re-lettered and that the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

Section 5. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. Severance of Invalid Provisions. In the event that any section, subsection, sentence, clause, phrase, word, term or provision of this Ordinance shall be held by a court of competent jurisdiction to be partially or wholly invalid, unconstitutional or unenforceable or

involved for any reason whatsoever, any such invalidity, unconstitutionality, illegality, or unenforceability shall not affect any of the other or remaining terms, provisions, clauses, sentences, or sections of this Ordinance, and this Ordinance shall be read and/or applied as if the invalid, unconstitutional, illegal, or unenforceable section, subsection, sentence, clause, phrase, word, term or provision did not exist.

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

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2020.

Tracy W. Upchurch, Mayor-Commissioner

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

M E M O R A N D U M

TO: John P. Regan
City Manager

DATE: December 19th, 2019

RE: Dredging of the Salt Run Channel, Resolution 2020-01.

The St. Augustine Port, Waterway & Beach District (SAPWBD) is planning on having the entire channel in Salt Run dredged in a multi-phased project. Dredging for this phase of this project will cost approximately \$200,000.00. To fund this phase of this project the SAPWBD has agreed to spend up to \$50,000 if the City would apply for a \$150,000.00 FIND grant. In order to apply for the FIND grant the City Commission will need to approve the attached resolution (Resolution 2020-01) and sign the attached inter-local agreement with the SAPWBD.

Permits for this project are all ready in hand.

Therefore, if you concur with this matter, please place this item on the Jan 13th City Commission agenda for their consideration and approval of Resolution 2020-01.

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



James C. Piggott
Director, General Services

JCP

Enclosure

RESOLUTION NO. 2020-01

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER THE FLORIDA INLAND NAVIGATION DISTRICT'S WATERWAYS ASSISTANCE PROGRAM FOR DREDGING OF THE SALT RUN CHANNEL.

WHEREAS, the City of St. Augustine desires to complete the following project for the benefit of the citizens of the City of St. Augustine:

Project Title: Dredging of the Salt Run Navigation Channel.

Total Estimated Cost of the Dredging Project: \$200,000.00.

Total Grant Request: \$150,000.00.

Brief Description of the Dredging Project ("PROJECT"): Salt Run provides public access to the Atlantic Intracoastal Waterway ("AICW") and the Atlantic Ocean. Salt Run was last dredged in January 2020 as part of a multi-phased maintenance program. The current navigation channel still requires substantial maintenance dredging. This proposed dredging project will remove approximately 5715 cubic yards of material from an 80-foot wide, 1.8 mile long channel located in Salt Run and running from its confluence with the St Augustine inlet. All proposed dredging will increase depth to 10 feet below mean low tide and will create a bottom width of 80 feet; All permits are approved. This phase of the dredging project is estimated at \$200,000.00.

WHEREAS, the Florida Inland Navigation District ("FIND") provides grant funding through its Waterways Assistance Program to local governments for dredging and navigation channel improvement projects not to exceed \$150,000.00; and

WHEREAS, the City requires the assistance of the FIND for funding the described Project in cooperation with funding provided by the St. Augustine Port, Waterway and Beach District which will provide funds in the amount not to exceed \$50,000.00;

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

1. That the City Commission hereby authorizes the dredging Project described above.

2. That the City Commission hereby authorizes the City Manager to apply to the FIND for a grant of funds not to exceed \$150,000.00. The City Commission further authorizes the City Manager to complete and execute all documents necessary to seek and receive the described grant funds and all construction and other contracts necessary to complete the Project.

3. That the City Commission hereby certifies that the City will accept and abide by the terms and conditions as provided in Rule 66B-2, F.A.C., and agrees to incorporate said terms and conditions into any agreement for construction and completion of the dredging Project.

4. That the City Commission agrees to complete the dredging Project in the manner described in the description of the dredging Project and in accord with the plans and specifications contained in that description.

5. That the City possesses the administrative and financial ability to complete the dredging Project in a satisfactory manner provided the City receives from the St. Augustine Port, Waterway and Beach District funds in an amount not to exceed \$50,000.00 needed to satisfy the estimated \$200,000.00 cost of the dredging Project. The City, however, suffers no obligation to appropriate City funds for the dredging Project.

6. That the City will not discriminate against any person on the basis of race, sex, age, creed or national origin in the use of any property or facility acquired or developed pursuant to this proposal, will comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P. L. 88-352 (1964), will design and construct all facilities in full compliance with applicable statutes relating to accessibility by handicapped persons and shall comply with other applicable federal, state and local laws, rules and requirements.

7. That the City will maintain adequate financial records on the proposed Project to substantiate claims for reimbursement.

8. That the City will make available to the FIND, if requested, a post-audit of expenses incurred on the Project prior to, or in conjunction with, the request by the City for final payment of the grant funding provided by the FIND.

ADOPTED by the City Commission of the City of St. Augustine, Florida in regular session, this _____ day of _____, 2020.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk

(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

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

DATE: December 20, 2019

RE: FWC, Derelict Vessel Final Removal Program Application

City Staff is preparing an application to the Florida Fish and Wildlife Conservation Commissions, new revised Derelict Vessel Removal Program. This new grant program funds 100% of the total cost, requiring zero funding from the City and now offers a continuous application cycle to assist in removing these hazards to local navigation.

This project proposes to remove four submerged vessels from the Matanzas intercoastal waterway. In preparation Staff has solicited three quotes from local marine construction firms for each vessel, with Yelton Construction being selected as the lowest totaling \$49,750.00. To satisfy all of the requirements outlined within FWC's application, it is necessary for the City Commission to adopt the accompanying resolution.

Proposed resolution 2020-02 authorizes the City Manager to apply for the project listed above and other FWC Derelict Vessel Applications to administer the program on behalf of the applicant or agency. This funding opportunity has no application deadline with approval and award within three weeks based on recent applications.

If you concur with submitting this application, please place this resolution on the January 13, 2020, City Commission agenda for their consideration. Please feel free to contact me if you have any questions or inquiries.

Respectfully,



Corey L. Sakryd
Grants Administration Coordinator

CLS

Encl: Proposed Resolution 2020-02

cc: Jim Piggott, Director, General Services

RESOLUTION NO. 2020-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S (FWC), DERELICT VESSEL REMOVAL GRANT PROGRAM.

WHEREAS, the City of St. Augustine desires to complete the following project for the benefit of the citizens of the City of St. Augustine:

Brief Description of the Removal Project ("PROJECT"): This project proposes to remove and dispose of derelict vessels from the City of St. Augustine and St. Johns County intercoastal waterways. These vessels have been investigated and identified by law enforcement personnel as derelict or abandoned as defined in section 327.02 F. S. Derelict and abandoned vessels pose a potential hazard to navigation and the environment and should be removed promptly after completion of the required investigation. The City is seeking grant funding assistance from the FWC to contract with a local marine construction firm to dismantle and remove these vessels per authorization.

WHEREAS, the Florida Fish and Wildlife Conservation Commission (FWC) provides 100% grant funding through its Derelict Vessel Final Removal Funding Opportunity Program to assist local governments for the removal of derelict vessels from the public waters of the state; and

WHEREAS, the City requires the assistance of the Florida Fish and Wildlife Conservation Commission for funding the described Project;

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

1. That the City Commission hereby authorizes removal Projects as described above.
2. That the City Commission hereby authorizes the City Manager to apply to the Florida Fish and Wildlife Conservation Commission for grant funds. The City

Commission further authorizes the City Manager to complete applications and execute all documents necessary to seek and receive the described grant funds and all construction and other contracts necessary to complete the Project.

3. That the City Commission agrees to complete the removal Project in the manner described in the description of the removal Project and in accord with the plans and specifications contained in that description.

4. That the City possesses the administrative and financial ability to complete the removal Project in a satisfactory manner.

5. That the City will maintain adequate financial records on the proposed Project to substantiate claims for reimbursement.

6. That the City will make available to the Florida Fish and Wildlife Conservation Commission, if requested, a post-audit of expenses incurred on the Project prior to, or in conjunction with, the request by the City for final payment of the grant funding provided by the Florida Fish and Wildlife Conservation Commission.

ADOPTED by the City Commission of the City of St. Augustine, Florida in regular session, this 13th day of January, 2020.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

RESOLUTION NO. 2020-02

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA AUTHORIZING THE CITY MANAGER TO APPLY FOR GRANT ASSISTANCE UNDER THE FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION'S (FWC), DERELICT VESSEL REMOVAL GRANT PROGRAM.

WHEREAS, the City of St. Augustine desires to complete the following project for the benefit of the citizens of the City of St. Augustine:

Brief Description of the Removal Project ("PROJECT"): This project proposes to remove and dispose of derelict vessels from the City of St. Augustine and St. Johns County intercoastal waterways. These vessels have been investigated and identified by law enforcement personnel as derelict or abandoned as defined in section 327.02 F. S. Derelict and abandoned vessels pose a potential hazard to navigation and the environment and should be removed promptly after completion of the required investigation. The City is seeking grant funding assistance from the FWC to contract with a local marine construction firm to dismantle and remove these vessels per authorization.

WHEREAS, the Florida Fish and Wildlife Conservation Commission (FWC) provides 100% grant funding through its Derelict Vessel Final Removal Funding Opportunity Program to assist local governments for the removal of derelict vessels from the public waters of the state; and

WHEREAS, the City requires the assistance of the Florida Fish and Wildlife Conservation Commission for funding the described Project;

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

1. That the City Commission hereby authorizes removal Projects as described above.
2. That the City Commission hereby authorizes the City Manager to apply to the Florida Fish and Wildlife Conservation Commission for grant funds. The City

Commission further authorizes the City Manager to complete applications and execute all documents necessary to seek and receive the described grant funds and all construction and other contracts necessary to complete the Project.

3. That the City Commission agrees to complete the removal Project in the manner described in the description of the removal Project and in accord with the plans and specifications contained in that description.

4. That the City possesses the administrative and financial ability to complete the removal Project in a satisfactory manner.

5. That the City will maintain adequate financial records on the proposed Project to substantiate claims for reimbursement.

6. That the City will make available to the Florida Fish and Wildlife Conservation Commission, if requested, a post-audit of expenses incurred on the Project prior to, or in conjunction with, the request by the City for final payment of the grant funding provided by the Florida Fish and Wildlife Conservation Commission.

ADOPTED by the City Commission of the City of St. Augustine, Florida in regular session, this 13th day of January, 2020.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan
City Manager

DATE: January 2, 2020

RE: Equal Employment Opportunity (EEO) Plan – Resolution 2020-03

The attached resolution recognizes the City's commitment to providing equal employment opportunity to all persons. The updated EEO Plan re-affirms the City's policies, outlines goals, analyzes our current workforce, and progress towards obtaining our objectives. The resolution declares the City's intent to achieve the goals and objectives set forth within.

If you concur with this resolution, please add this to the consent agenda for the City Commission meeting on January 13th for approval.

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



Donna S. Hayes
Human Resources Director

RESOLUTION No. 2020-03

**A RESOLUTION OF THE CITY COMMISSION OF THE
CITY OF ST. AUGUSTINE, FLORIDA READOPTING THE
EQUAL EMPLOYMENT OPPORTUNITY PLAN.**

WHEREAS, the City of St. Augustine maintains a continuing policy providing equal employment opportunity to all persons regardless of race, color, religion, sex, age, national origin or disability; and

WHEREAS, the City of St. Augustine strongly reaffirms this policy and declares its firm commitment to support actions necessary to make equal employment opportunity a reality for all and to provide diversity in the City's work force; and

WHEREAS, the City Commission of the City of St. Augustine recognizes the need to adopt an action plan to implement such objectives and goals; and

WHEREAS, the City Commission of the City of St. Augustine recognizes the need to regularly update the City's Equal Employment Opportunity Plan; and

WHEREAS, the City Commission of the City of St. Augustine hereby authorizes the City Manager to update the Equal Employment Opportunity Plan, and adopts the Plan as it is amended and published, from time to time.

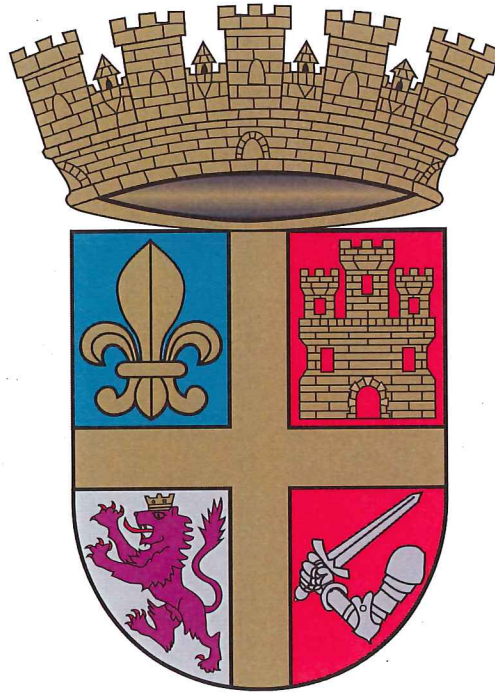
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE
CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:**

That the attached Equal Employment Opportunity Plan, as amended from time to time, is hereby adopted by the City Commission of the City of St. Augustine;

ADOPTED in Regular Session of the City Commission of the City of St. Augustine, Florida, this _____ day of January, A.D. 2020.

Mayor-Commissioner

ATTEST: _____
City Clerk



CITY OF
ST AUGUSTINETM
— EST. 1565 —

*EQUAL EMPLOYMENT OPPORTUNITY PLAN
2019-2021*

CITY OF ST. AUGUSTINE
EQUAL EMPLOYMENT OPPORTUNITY PLAN
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December 3, 2019

POLICY STATEMENT

It is the policy of the City of St. Augustine government to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, creed, sex, age, disability, genetic, religion, ancestry, veteran status, color or national origin; and to promote the full realization of equal employment opportunity through a positive and continuing approach.

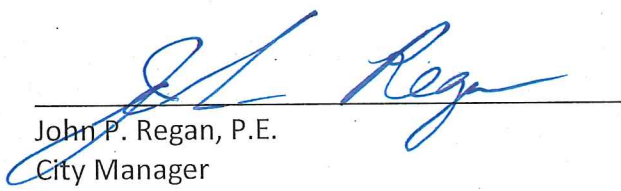
This policy of equal employment opportunity applies to every aspect of the City of St. Augustine employment policies and practices. It includes providing reasonable accommodations to the known physical and mental limitations of qualified disabled applicants and employees in order for them to perform the essential functions of the job in question. Any and all such reasonable accommodations will be provided on an individual basis in the most cost-effective manner available unless the provision of such accommodations would create an undue hardship.

It is the intent of the City of St. Augustine to comply in all respects with equal opportunity laws and provisions and to establish equal employment opportunity plans to accomplish the City's objectives of hiring and promoting minorities and females in under-utilized job categories consistent with their availability in the workforce.

In the hiring of personnel or the promotion of current employees, all selections decisions will be made without regard to the person's race, national origin, religion, age, sex or disability.

Inappropriate behavior or harassment on the job because of race, sex, age, disability, religion, color or national origin is prohibited by state and federal laws and by this directive from the City of St. Augustine.

All managers and supervisors are expected to ensure that this policy is fully implemented. To assist employees at all levels of the organization in complying with this policy, Donna Hayes, Human Resources Director, has been appointed Equal Employment Opportunity Officer. Employees and applicants are encouraged to discuss their concerns with the EEO Officer.



John P. Regan, P.E.
City Manager

CITY OF ST. AUGUSTINE

EQUAL EMPLOYMENT OPPORTUNITY PLAN

PART I - POLICY AND PRACTICES

STATEMENT OF POLICY

It is the policy of the City of St. Augustine to assure equal opportunity to qualified individuals regardless of race, color, religion, national origin, sex, or disability, and to promote the full realization of equal employment opportunity for minorities and females through an equal employment opportunity plan.

In accordance with the Americans With Disabilities Act Amendments Act of 2008 (ADA) Public Law 110-325, any individual regardless of disability may apply for any available position. To this end, the City provides reasonable accommodation to qualified applicants and employees with disabilities, so that they may perform the essential functions of the job in question. Any and all accommodations will be provided on an individual basis in the most cost-effective manner unless the provision of accommodation(s) would create an undue hardship.

The City's equal employment opportunity policy covers all aspects of the employment relationship including recruitment, hiring, assignment of duties, promotions, compensation, and termination.

The administration and governing body of the City of St. Augustine is committed to the principal of equal employment opportunity and charges each organizational element within the City workforce to conduct its employment practices in conformity with this principal and in accordance with its equal employment opportunity policy.

PLAN PURPOSE

This plan is intended to re-affirm the City's policies and outline actions necessary to continue to ensure equal employment opportunity for employees and applicants of the City. The procedures and plans of action contained herein are intended to monitor employment actions and practices during the effective period of the plan, with the objective of maximizing the attainment of appropriate representation of minorities and females in the City's workforce.

DISSEMINATION OF POLICY

The Equal Employment Opportunity Policy and written plan shall be made available and known to all employees, prospective employees, and other concerned persons. The policy will be included in the City of St. Augustine's Personnel Policy Manual and will be distributed to all Department Heads and supervisory personnel.

Copies of the Equal Employment Opportunity Plan will be distributed to all Department Heads and, to insure understanding of its contents and objectives, will be reviewed and discussed with all supervisory personnel.

The policy and plan will be available to all news media, civil rights groups and other interested citizens of the community.

RESPONSIBILITIES FOR IMPLEMENTATION

The attainment of equal employment objectives is the responsibility of all administrative and supervisory personnel.

An Equal Employment Opportunity (EEO) Officer will be appointed to assist all organizational elements to comply with this plan. The EEO Officer will report to the City Manager and the name of the EEO Officer will be announced in all City memoranda and general policy statements relating to this Equal Employment Opportunity Plan. The duties of the EEO Officer will include, but not be limited to, the following:

- A. Distributing necessary and pertinent information in the field of equal employment opportunity;
- B. Developing procedures that will identify problem areas, monitor compliance efforts, and measure the effectiveness of the program.
- C. Assisting management in devising solutions to any identified problem areas.
- D. Serving as the City's liaison with compliance enforcement agencies and with minority and women's organizations concerned with equal employment opportunities;
- E. Advising the City Manager, Department Heads and other supervisory personnel on matters related to equal employment opportunity and assisting in the resolution of cases of alleged discrimination. Employees are to be encouraged to discuss any concern with the EEO Officer at any time.

GOALS

It is the goal of the City of St. Augustine to achieve a qualified and diverse workforce with an appropriate representation of minorities, females and other qualified individuals consistent with availability within the general community workforce and to comply with its Equal Employment Opportunity Plan and objectives. It shall be the goal of the City of St. Augustine to attempt to increase the percentage of minority City employees at the rate of .1 percent of the City's total employee base, per year until the percentage of minority employees is equal to that of the minority City population.

OBJECTIVES

1. To broadly recruit qualified candidates
2. To utilize the most recently available local census data as the basis of identifying job categories where underutilization exists*
3. To periodically review and analyze workforce utilization
4. To develop methodologies pertinent to the attainment of the goal

*Statistically, it may be difficult for the local government work force to totally mirror the census percentage due to unique or specific needs, sample size differences, and other similar contributing factors. However, the City is committed to establishment of specific methods to attain identified needs within the bounds of local government control.

The presence of a stated goal does not obligate the City to select a candidate of a particular minority, non-minority or gender status if that candidate is not the most qualified. In such an event, the effort to attain the stated goal would be renewed with the next available vacancy.

EMPLOYMENT PRACTICES

The City, through its policies and procedures, has established guidelines for the administration of benefit programs, hiring, promotions, job classification, wage and salary programs and disciplinary actions. Expectations and obligations of employees are conveyed through established rules, written memoranda, job descriptions and employee counseling. Progressive disciplinary steps are utilized where appropriate. The Human Resources Director is responsible for monitoring all such actions with oversight by the City Manager or designee.

Recruitment

The City of St. Augustine advertises vacant positions which are not filled by promotion or transfer on the City's website, seventeen (17) bulletin boards located throughout the City, Employ Florida website, and as appropriate on Indeed.com, professional publications and websites, local technical college, various college job boards, and when applicable, local papers. In addition, information regarding vacant positions are sent to local minority leaders in the community. All advertisements for vacant positions include the phrase, "An Equal Opportunity Employer m/f/d/v". Advertising with the heading "Male or Female" is prohibited.

Jobs may not be restricted to members of one sex for any of the following reasons:

- a. The job has traditionally been performed by members of one sex;
- b. Preference of co-workers, employers, clients or customers;
- c. The job involves heavy physical labor, manual dexterity, late night hours, or work in isolated locations.

The City staff will cooperate with State and local civil rights groups, human service programs and adult basic education programs to identify and encourage minority and female citizens to make application for vacant positions.

As a local government, the City encourages the employment of local residents, including those who have a low to moderate income and those who are female and/or of a minority racial/ethnic classification. This is being accomplished through the following procedures:

1. All employment opportunities not filled by internal promotion or transfer are publicly advertised, including the equal opportunity employer designation. This is to provide an adequate opportunity for qualified individuals to apply for employment and to assure an adequate pool of qualified applicants from which to hire.
2. When appropriate, notifications of employment opportunities are issued to organizations such as local schools, employment services, minority organizations and social service agencies that may refer qualified individuals for employment consideration.
3. Recruitment practices, including those described in paragraphs 1 and 2 are conducted in an effort to include qualified minorities and females in all levels of responsibility and departments of government, in the percentage in the available workforce.
4. When applicants are equally qualified and underutilization exists, preference will be given to hiring minorities and females in furtherance of the goal expressed in paragraph 3.

Hiring

The selection of qualified individuals will be made without regard to race, religion, color, age, sex, national origin or disability. Hiring of employees will be done by recruiting and hiring the best qualified applicants for each available position, regardless of race.

Whenever two or more applicants are equally qualified and Veteran's preference isn't applicable, preference will be given to the one who will help meet the City's Equal Employment Opportunity objectives.

Job Classification

Each position within the City workforce has a job description assigned, and any time duties are substantially changed, a new job description is prepared to reflect the new duties. In addition, the duties and responsibilities of all employees of the City are regularly reviewed to assure their current accuracy.

Promotion

Current employees will be encouraged to improve their job skills and qualifications through training and education. Such improvements are to be considered at the time of employee promotions.

To ensure that minorities and females are given equal opportunity for promotion, the following promotional guidelines will apply:

- a. As a general guideline, it will be the City's objective that promotional job opportunities will be posted internally so that current employees of the City have a full opportunity to be considered for promotion.
- b. All promotions for all positions will be based on qualification and there will be no discrimination based on race, color, religion, sex, age, national origin or disability.

Termination

Exit interviews will be conducted with employees who are voluntarily terminating their employment for reasons other than retirement, when possible. Each such employee shall be given an opportunity to relate the reason for leaving the position. The reasons for voluntary terminations will be periodically reviewed and analyzed to ensure no adverse conditions are affecting the employment and retention of minorities and females.

Wage and Salary Programs

The City of St. Augustine has established Pay Grade and Step tables for employees based upon job classification. The City will continue its policy of evaluating and analyzing wage data for the various classes of work for both internal and external equity.

COMPLAINTS AND APPEALS PROCEDURE

An employee having a complaint of discrimination on the basis of race, religion, sex, national origin or disability, should attempt to resolve it through the normal chain of command. Discussion of the problem with the employee's immediate supervisor is the first step. If not resolved at this level, complaints shall be taken to the Department Head. However, should the immediate supervisor be involved or responsible for the alleged discrimination, discussion should begin with the Department Head or the Human Resources Director. (Alternatively, in cases involving sexual harassment, the complaint may be discussed with the Human Resources Director or Assistant City Manager at the first level.) If there is still dissatisfaction, an employee may submit the grievance to the City Manager for review. The City Manager will assure that the matter has been thoroughly investigated, and/or shall require further investigation to be conducted. The decision of the City Manager shall be final, and the employee shall have no further right of administrative review.

PART II – CURRENT STATUS

UTILIZATION ANALYSIS

In addition to reviewing policies, practices and procedures, the City of St. Augustine completes a statistical analysis on its workforce. This analysis identifies how the City utilizes the available workforce. The “availability” data is produced by the United States Census Bureau and the data is based on the American Community Survey (ACS) data, which is an ongoing survey that provides vital information on a yearly basis about the American people and workforce. It is available by EEO Job Category for by Florida counties and the City utilized the St. Johns County geographic area. The available labor market data for each EEO Job Category reflects those occupations utilized within the City of St. Augustine.

The statistical analysis compares the percentage of incumbents in each job category to their corresponding availability to determine the City’s utilization of the workforce. If the percentage of a protected group in a particular job category is less than what would reasonably be expected given their availability estimate, the job category maybe underutilized.

Underutilized is defined as having fewer protected group members in a particular job category than would reasonably be expected based on their availability. No one method has been universally adopted for determining when underutilization should be declared. The best guidance seems to be there should be some statistical significance in the difference between “reasonably expected” and the “actual utilization.” There are four available methods for determining whether underutilization exists: 1) Any Difference Rule; 2) Whole Person Rule; 3) 80 Percent Rule; and 4) Two-Standard Deviation Rule.

The City of St. Augustine utilizes the “whole person rule” for determining underutilization. Under this method, underutilization is declared when the relevant available labor market percentage for a protected group within an EEO job category exceeds the current workforce percentage within that group by one or more persons. This rule is based on the premise that an employer cannot recruit less than a whole person.

In reviewing the utilization analysis, the City of St. Augustine’s workforce is underutilized in twelve (12) out of one hundred four (104) protected groups within the job categories as shown on the “Utilization Table”. The underutilization ranges from one person to fourteen persons in the following areas:

- Officials & Administrators – Female / White by 2 persons
- Professionals – Female / White by 8 persons and Female / Hispanic or Latino by 1 person
- Technicians – Female / White by 4 persons
- Protective & Serve / Non-Sworn – Male / Hispanic by 5 persons, Female / White by 9 persons, and Female / Hispanic or Latino by 4 persons
- Administrative Support – Male / Hispanic by 1 person
- Skilled Craft – Female / White by 1 person

- Service & Maintenance – Female / White by 13 persons, Female / Hispanic by 1 person, and Female / Black or African American by 1 person

GOALS

It is the continuing goal of the City of St. Augustine to have a qualified and diverse workforce that represents the available workforce in the community and geographic area as closely as possible. Ideally and to that end, our goal is to decrease the under representations noted above, so that the City is at or above parity with community labor statistics in all job categories.

PROGRESS TOWARDS GOAL and OBJECTIVES ATTAINMENT STRATEGIES

In an effort to broadly recruit qualified candidates, (objective #1) we have continued to expand our recruiting efforts. In addition to advertising on our inhouse bulletin board, we have continued to utilize the City of St. Augustine web page, professional journals and professional web sites, allowing us broader exposure outside of our local community. We advertise on local educational institute's job boards, participate in local job fairs, and send new openings to local minority leaders. The police department has continued efforts to attend job fairs and we recruit specifically at the local academies. Over ten years ago, the Civil Service Board modified its Rules and Regulations and eliminated entry level standardized testing for the Police and Fire Departments. This eliminated any adverse impact on minority group candidates that might result from standardized tests and further increased our flexibility in terms of application acceptance timeframes. In early 2011, the City's policy was modified to allow the acceptance of police applications year around, which was done to increase flexibility and broaden applicant pools. This modification has proven effective as the City has no underutilization in our sworn protective service category during this utilization review period. In addition, as seen on the "Utilization Table" we have decreased our underutilization in other areas and the number of categories of underutilization has decreased from fourteen categories in 2017 to twelve in the 2019 report period.

We will continue to develop, review, and analyze our objects and methods of recruiting and retaining our workforce to obtain our goals, so we can have better representation in those and other categories. However, obtaining some of these goals is limited to the availability of positions in the categories. For instance, improving our utilization of unsworn protective service employees would mean we have turnover in that area in order to allow for the hiring of minorities to fill positions. Since there is little turnover in our unsworn protective services (firefighting), achieving this goal would be difficult during the next evaluation period unless new positions are added. With that said, the City will continue our endeavor to achieve a qualified and diversified workforce.

EQUAL EMPLOYMENT OPPORTUNITY PLAN

GENERAL INFORMATION

ENTITY NAME: CITY OF ST. AUGUSTINE

ADDRESS: 75 KING STREET
P.O. BOX 210
ST. AUGUSTINE, FL 32085-0210

CONTACT PERSON: DONNA HAYES, Human Resources Director
Telephone 904.825.1013 or 209.4303
Email: dhayes@citystaug.com
FAX 904-825-1008

GRANT TITLES:

This Equal Employment Opportunity Plan has been developed and established in connection with the Florida Department of Law Enforcement, the Florida Department of State, the Florida Department of Environmental Protection and the Florida Department of Community Affairs, for grants received by the City of St. Augustine. Grant funding is received for various State and Federal programs including, but not limited to, Community Oriented Policing, Department of Justice, Bureau of Justice Assistance (BJA) local law enforcement block grants, Community Development Block Grants (CDBG) and historic preservation grants.



As of July 1, 2019 data.census.gov is now the primary way to access Census Bureau data, including the latest releases from the 2018 American Community Survey and 2017 Economic Census and the upcoming 2020 Census and more. American FactFinder will be decommissioned in 2020.

Read more about the Census Bureau's transition to data.census.gov .

EEO-
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EEO 6r. State and Local Government Job Groups by Sex, and Race/Ethnicity for Residence Geography, Total Population
Universe: Civilian labor force 16 years and over
EEO Tabulation 2006-2010 (5-year ACS data)

The EEO Tabulation is sponsored by four Federal agencies consisting of the Equal Employment Opportunity Commission (EEOC), the Employment Litigation Section of the Civil Rights Division at the Department of Justice (DOJ), the Office of Federal Contract Compliance Programs (OFCCP) at the Department of Labor, and the Office of Personnel Management (OPM).

Estimate:

Geography:

Subject	Total, race and ethnicity	Hispanic or Latino		Not Hispanic or Latino, one race					Not Hispanic or Latino, two or more races							Balance of not Hispanic or Latino
		White alone Hispanic or Latino	All other Hispanic or Latino	White alone	Black or African American alone	American Indian and Alaska Native alone	Asian alone	Native Hawaiian and Other Pacific Islander alone	White and Black	White and AIAN	White and Asian	Black and AIAN	NHPI and White (Hawaii only)	NHPI and Asian (Hawaii only)	NHPI and Asian and White (Hawaii only)	
Officials/Administrators																
Total, both sexes																
Number	16,205	445	70	14,710	465	55	345	0	30	20	50	0	(X)	(X)	(X)	20
Percent	100.0%	2.7%	0.4%	90.8%	2.9%	0.3%	2.1%	0.0%	0.2%	0.1%	0.3%	0.0%	(X)	(X)	(X)	0.1%
Male																
Number	10,310	310	60	9,485	175	45	150	0	30	20	25	0	(X)	(X)	(X)	20
Percent	63.6%	1.9%	0.4%	58.5%	1.1%	0.3%	0.9%	0.0%	0.2%	0.1%	0.2%	0.0%	(X)	(X)	(X)	0.1%
Female																
Number	5,895	135	15	5,225	290	15	195	0	0	0	25	0	(X)	(X)	(X)	0
Percent	36.4%	0.8%	0.1%	32.2%	1.8%	0.1%	1.2%	0.0%	0.0%	0.0%	0.2%	0.0%	(X)	(X)	(X)	0.0%
Professionals																
Total, both sexes																
Number	17,845	645	230	15,805	440	0	600	10	30	20	25	0	(X)	(X)	(X)	35
Percent	100.0%	3.6%	1.3%	88.6%	2.5%	0.0%	3.4%	0.1%	0.2%	0.1%	0.1%	0.0%	(X)	(X)	(X)	0.2%
Male																
Number	7,965	265	150	6,980	130	0	375	0	30	0	15	0	(X)	(X)	(X)	20
Percent	44.6%	1.5%	0.8%	39.1%	0.7%	0.0%	2.1%	0.0%	0.2%	0.0%	0.1%	0.0%	(X)	(X)	(X)	0.1%
Female																
Number	9,880	380	75	8,830	310	0	225	10	0	20	10	0	(X)	(X)	(X)	15
Percent	55.4%	2.1%	0.4%	49.5%	1.7%	0.0%	1.3%	0.1%	0.0%	0.1%	0.1%	0.0%	(X)	(X)	(X)	0.1%
Technicians																
Total, both sexes																
Number	2,270	70	60	2,025	75	0	25	0	0	0	15	0	(X)	(X)	(X)	0
Percent	100.0%	3.1%	2.6%	89.2%	3.3%	0.0%	1.1%	0.0%	0.0%	0.0%	0.7%	0.0%	(X)	(X)	(X)	0.0%
Male																
Number	1,035	45	25	885	35	0	25	0	0	0	15	0	(X)	(X)	(X)	0
Percent	45.6%	2.0%	1.1%	39.0%	1.5%	0.0%	1.1%	0.0%	0.0%	0.0%	0.7%	0.0%	(X)	(X)	(X)	0.0%
Female																
Number	1,235	20	35	1,140	40	0	0	0	0	0	0	0	(X)	(X)	(X)	0
Percent	54.4%	0.9%	1.5%	50.2%	1.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	(X)	(X)	(X)	0.0%
Protective service: Sworn																
Total, both sexes																
Number	1,420	10	15	1,320	20	0	40	0	10	10	0	0	(X)	(X)	(X)	0
Percent	100.0%	0.7%	1.1%	93.0%	1.4%	0.0%	2.8%	0.0%	0.7%	0.7%	0.0%	0.0%	(X)	(X)	(X)	0.0%
Male																
Number	1,190	10	15	1,100	10	0	40	0	10	10	0	0	(X)	(X)	(X)	0
Percent	83.8%	0.7%	1.1%	77.5%	0.7%	0.0%	2.8%	0.0%	0.7%	0.7%	0.0%	0.0%	(X)	(X)	(X)	0.0%
Female																
Number	230	0	0	220	10	0	0	0	0	0	0	0	(X)	(X)	(X)	0
Percent	16.2%	0.0%	0.0%	15.5%	0.7%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	(X)	(X)	(X)	0.0%
Protective service: Non-sworn																
Total, both sexes																
Number	130	50	0	80	0	0	0	0	0	0	0	0	(X)	(X)	(X)	0
Percent	100.0%	38.5%	0.0%	61.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	(X)	(X)	(X)	0.0%

Subject	Total, race and ethnicity	Hispanic or Latino		Not Hispanic or Latino, one race					Not Hispanic or Latino, two or more races							Balance of not Hispanic or Latino
		White alone Hispanic or Latino	All other Hispanic or Latino	White alone	Black or African American alone	American Indian and Alaska Native alone	Asian alone	Native Hawaiian and Other Pacific Islander alone	White and Black	White and AIAN	White and Asian	Black and AIAN	NHPI and White (Hawaii only)	NHPI and Asian (Hawaii only)	NHPI and Asian and White (Hawaii only)	
Male																
Number	50	30	0	20	0	0	0	0	0	0	0	0	(X)	(X)	(X)	0
Percent	38.5%	23.1%	0.0%	15.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	(X)	(X)	(X)	0.0%
Female																
Number	80	20	0	60	0	0	0	0	0	0	0	0	(X)	(X)	(X)	0
Percent	61.5%	15.4%	0.0%	46.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	(X)	(X)	(X)	0.0%
Administrative support																
Total, both sexes																
Number	26,005	885	165	23,100	1,035	55	370	0	135	125	80	0	(X)	(X)	(X)	60
Percent	100.0%	3.4%	0.6%	88.8%	4.0%	0.2%	1.4%	0.0%	0.5%	0.5%	0.3%	0.0%	(X)	(X)	(X)	0.2%
Male																
Number	10,435	400	25	9,315	410	45	110	0	0	65	50	0	(X)	(X)	(X)	25
Percent	40.1%	1.5%	0.1%	35.8%	1.6%	0.2%	0.4%	0.0%	0.0%	0.2%	0.2%	0.0%	(X)	(X)	(X)	0.1%
Female																
Number	15,565	485	140	13,785	625	10	260	0	135	60	30	0	(X)	(X)	(X)	35
Percent	59.9%	1.9%	0.5%	53.0%	2.4%	0.0%	1.0%	0.0%	0.5%	0.2%	0.1%	0.0%	(X)	(X)	(X)	0.1%
Skilled craft																
Total, both sexes																
Number	6,255	190	90	5,620	285	0	40	0	0	0	15	0	(X)	(X)	(X)	15
Percent	100.0%	3.0%	1.4%	89.8%	4.6%	0.0%	0.6%	0.0%	0.0%	0.0%	0.2%	0.0%	(X)	(X)	(X)	0.2%
Male																
Number	5,940	190	90	5,300	285	0	40	0	0	0	15	0	(X)	(X)	(X)	15
Percent	95.0%	3.0%	1.4%	84.7%	4.6%	0.0%	0.6%	0.0%	0.0%	0.0%	0.2%	0.0%	(X)	(X)	(X)	0.2%
Female																
Number	315	0	0	315	0	0	0	0	0	0	0	0	(X)	(X)	(X)	0
Percent	5.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	(X)	(X)	(X)	0.0%
Service/Maintenance																
Total, both sexes																
Number	19,775	675	450	16,080	1,985	20	295	0	20	225	0	0	(X)	(X)	(X)	25
Percent	100.0%	3.4%	2.3%	81.3%	10.0%	0.1%	1.5%	0.0%	0.1%	1.1%	0.0%	0.0%	(X)	(X)	(X)	0.1%
Male																
Number	10,785	370	250	9,000	905	10	130	0	15	105	0	0	(X)	(X)	(X)	0
Percent	54.5%	1.9%	1.3%	45.5%	4.6%	0.1%	0.7%	0.0%	0.1%	0.5%	0.0%	0.0%	(X)	(X)	(X)	0.0%
Female																
Number	8,990	305	200	7,080	1,085	10	165	0	4	120	0	0	(X)	(X)	(X)	25
Percent	45.5%	1.5%	1.0%	35.8%	5.5%	0.1%	0.8%	0.0%	0.0%	0.6%	0.0%	0.0%	(X)	(X)	(X)	0.1%
Unemployed, no work experience in the last 5 years or most recent job was in a military- specific occupation																
Total, both sexes																
Number	780	45	35	590	65	4	20	0	0	0	0	0	(X)	(X)	(X)	20
Percent	100.0%	5.8%	4.5%	75.6%	8.3%	0.5%	2.6%	0.0%	0.0%	0.0%	0.0%	0.0%	(X)	(X)	(X)	2.6%
Male																
Number	515	0	0	415	55	4	20	0	0	0	0	0	(X)	(X)	(X)	20
Percent	66.0%	0.0%	0.0%	53.2%	7.1%	0.5%	2.6%	0.0%	0.0%	0.0%	0.0%	0.0%	(X)	(X)	(X)	2.6%
Female																
Number	265	45	35	175	10	0	0	0	0	0	0	0	(X)	(X)	(X)	0
Percent	34.0%	5.8%	4.5%	22.4%	1.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	(X)	(X)	(X)	0.0%

Source: U.S. Census Bureau, 2006-2010 American Community Survey

Explanation of Symbols:

An "***" entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.

An "..." entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.

An "..." following a median estimate means the median falls in the lowest interval of an open-ended distribution.

An "..." following a median estimate means the median falls in the upper interval of an open-ended distribution.

An "****" entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.

An "*****" entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.

An "N" entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.

An "(X)" means that the estimate is not applicable or not available.

The U.S. Census Bureau collects race data in accordance with guidelines provided by the U.S. Office of Management and Budget (OMB). Except for the total, all race and ethnicity categories are mutually exclusive. "Black" refers to Black or African American; "AIAN" refers to American Indian and Alaska Native; and "NHPI" refers to Native Hawaiian and Other Pacific Islander. The reference to "Hawaii only" indicates that these columns are only tabulated for areas in the state of Hawaii. "Balance of Not Hispanic or Latino" includes the balance of non-Hispanic individuals who reported multiple races or reported Some Other Race alone. For more information on race and Hispanic origin, see the Subject Definitions at http://www.census.gov/acs/www/data_documentation/documentation_main/.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION STATE AND LOCAL GOVERNMENT INFORMATION (EEO4)				APPROVED BY OMB 30460008	
EXCLUDE SCHOOL SYSTEMS AND EDUCATIONAL INSTITUTIONS (Read attached instructions prior to completing this form)				EXPIRES 12/31/2005	
DO NOT ALTER INFORMATION PRINTED IN THIS BOX CONTROL NUMBER : 12303340 Survey Year : 19				MAIL COMPLETED FORM TO: EEO-4 Reporting Center PO Box 8127 Reston VA 20195	
A. TYPE OF GOVERNMENT (Check one box only)					
☐ 1. State	☐ 2. County	☒ 3. City	☐ 4. Township	☐ 5. Special District	
☐ 6. Other (Specify)					
B. IDENTIFICATION					
1. NAME OF POLITICAL JURISDICTION (If same as label, skip to Item C) ST AUGUSTINE CITY					
2. Address Number and Street P O BOX 210	CITY/TOWN SAINT AUGUSTINE	COUNTY ST JOHNS	STATE/ZIP FL-32085	EEOC USE ONLY A B	
C. FUNCTION					
(Check one box to indicate the function(s) for which this form is being submitted. Data should be reported for all departments and agencies in your government covered by the function(s) indicated. If you cannot supply the data for every agency within the function(s) attach a list showing name and address of agencies whose data are not included.)					
☒ SUMMARY FUNCTION					
☐	1. Financial Administration. Tax billing and collection, budgeting, purchasing, central accounting and similar financial administration carried on by a treasurer's, auditor's or comptroller's office and	☐	8. HEALTH. Provision of public health services, outpatient clinics, visiting nurses, food and sanitary inspections, mental health, alcohol rehabilitation service, etc.		
☐	GENERAL CONTROL. Duties usually performed by boards of supervisors or commissioners, central administration offices and agencies, central personnel or planning agencies, all judicial offices and employees (judges, magistrates, bailiffs, etc.)	☐	9. HOUSING. Code enforcement, low rent public housing, fair housing ordinance enforcement, housing for elderly, housing rehabilitation, rent control.		
☐	2. STREETS AND HIGHWAYS. Maintenance, repair, construction and administration of streets, alleys, sidewalks, roads, highways and bridges.	☐	10. COMMUNITY DEVELOPMENT. Planning, zoning, land development, open space, beautification, preservation.		
☐	3. PUBLIC WELFARE. Maintenance of homes and other institutions for the needy administration of public assistance. (Hospitals and sanatoriums should be reported as item 7.)	☐	11. CORRECTIONS. Jails, reformatories, detention homes, halfway houses, prisons, parole and probation activities		
☐	4. POLICE PROTECTION. Duties of a police department sheriff's, constable's, coroner's office, etc., including technical and clerical employees engaged in police activities.	☐	12. UTILITIES AND TRANSPORTATION. Includes water supply, electric power, transit, gas, airports, water transportation and terminals.		
☐	5. FIRE PROTECTION. Duties of the uniformed fire force and clerical employees. (Report any forest fire protection activities as item 6.)	☐	13. SANITATION AND SEWAGE. Street cleaning, garbage and refuse collection and disposal. Provision, maintenance and operation of sanitary and storm sewer systems and sewage disposal plants.		
☐	6. NATURAL RESOURCES. Agriculture, forestry, forest fire protection, irrigation drainage, flood control, etc., and PARKS AND RECREATION. Provision, maintenance and operation of parks, playgrounds, swimming pools, auditoriums, museums, marinas, zoos, etc.	☐	14. EMPLOYMENT SECURITY STATE GOVERNMENTS ONLY		
☐	7. HOSPITALS AND SANATORIUMS. Operation and maintenance of institutions for inpatient medical care.	☐	15. OTHER (Specify on Page Four)		

D. EMPLOYMENT DATA AS OF JUNE 30															FUNCTION TYPE 16	
1. FULL-TIME EMPLOYEES (Temporary employees are not included)																
JOB CATEGORIES	ANNUAL SALARY (In thousands 000)	RACE/ETHNICITY														
		HISPANIC OR LATINO		NON-HISPANIC OR LATINO												TOTALS (COLUMN S A-N)
				MALE							FEMALE					
		MALE A	FEMALE B	WHITE C	BLACK OR AFRICAN AMERICAN D	ASIAN E	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER F	AMERICAN INDIAN OR ALASKAN NATIVE G	TWO OR MORE RACES H	WHITE I	BLACK OR AFRICAN AMERICAN J	ASIAN K	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER, L	AMERICAN INDIAN OR ALASKAN NATIVE M	TWO OR MORE RACES N	
Officials and Administrators	1. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	2. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	3. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	4. 25.0-32.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	5. 33.0-42.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	6. 43.0-54.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	7. 55.0-69.9	0	0	0	0	0	0	0	1	0	0	0	0	0	1	
	8. 70.0 Plus	2	1	14	0	0	0	0	0	1	0	0	0	0	0	18
Professionals	9. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	10. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	11. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	12. 25.0-32.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	13. 33.0-42.9	0	0	0	0	0	0	0	2	0	0	0	0	0	2	
	14. 43.0-54.9	1	0	7	0	0	0	0	6	1	1	0	0	0	16	
	15. 55.0-69.9	1	0	14	0	0	0	0	5	0	0	0	0	0	20	
	16. 70.0 Plus	0	0	6	1	0	0	0	2	0	0	0	0	0	0	9
Technicians	17. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	18. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	19. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	20. 25.0-32.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	21. 33.0-42.9	0	0	1	0	0	0	0	1	0	0	0	0	0	2	
	22. 43.0-54.9	0	0	3	1	0	0	0	1	0	0	0	0	0	5	
	23. 55.0-69.9	0	0	2	0	0	0	0	0	0	0	0	0	0	2	
	24. 70.0 Plus	0	0	4	0	0	0	0	1	0	0	0	0	0	0	5
Protective Service Workers	25. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	26. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	27. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	28. 25.0-32.9	0	0	1	0	0	0	0	1	0	0	0	0	0	2	
	29. 33.0-42.9	0	0	1	0	0	0	0	0	0	0	0	0	0	1	
	30. 43.0-54.9	1	0	24	4	1	0	0	3	1	0	0	0	0	0	34
	31. 55.0-69.9	2	1	18	1	2	0	1	5	0	0	0	0	0	0	30
	32. 70.0 Plus	0	0	8	0	0	0	0	0	0	0	0	0	0	0	8
Paraprofessionals	33. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	34. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	35. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	36. 25.0-32.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	37. 33.0-42.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	38. 43.0-54.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	39. 55.0-69.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	40. 70.0 Plus	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Administrative Support	41. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	42. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	43. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	44. 25.0-32.9	0	0	3	0	0	0	0	4	1	0	0	0	0	0	8
	45. 33.0-42.9	0	1	4	0	0	0	0	21	2	0	0	0	0	0	28
	46. 43.0-54.9	0	0	1	1	0	0	0	14	1	0	0	0	0	0	17
	47. 55.0-69.9	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
	48. 70.0 Plus	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1

D. EMPLOYMENT DATA AS OF JUNE 30															FUNCTION TYPE 16	
1. FULL-TIME EMPLOYEES (Temporary employees are not included)																
JOB CATEGORIES	ANNUAL SALARY (In thousands 000)	RACE/ETHNICITY														TOTALS (COLUMN S A-N)
		HISPANIC OR LATINO		NON-HISPANIC OR LATINO												
				MALE						FEMALE						
		MALE A	FEMALE B	WHITE C	BLACK OR AFRICAN AMERICAN D	ASIAN E	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER F	AMERICAN INDIAN OR ALASKAN NATIVE G	TWO OR MORE RACES H	WHITE I	BLACK OR AFRICAN AMERICAN J	ASIAN K	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER, L	AMERICAN INDIAN OR ALASKAN NATIVE M	TWO OR MORE RACES N	
Skilled Craft Workers	49. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	50. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	51. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	52. 25.0-32.9	0	0	3	2	0	0	0	0	0	0	0	0	0	5	
	53. 33.0-42.9	3	0	39	2	0	0	1	1	2	0	0	0	0	48	
	54. 43.0-54.9	0	0	22	3	0	0	0	0	1	0	0	0	0	26	
	55. 55.0-69.9	0	0	3	0	0	0	0	0	0	0	0	0	0	3	
	56. 70.0 Plus	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Service-Maintenance	57. \$0.1-15.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	58. 16.0-19.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	59. 20.0-24.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	60. 25.0-32.9	0	0	22	2	0	0	1	2	1	0	0	0	0	27	
	61. 33.0-42.9	0	0	8	2	0	0	0	1	0	0	0	0	0	11	
	62. 43.0-54.9	1	0	1	0	0	0	0	0	0	0	0	0	0	2	
	63. 55.0-69.9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	64. 70.0 Plus	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
65. TOTAL FULL TIME (Lines 1-64)		11	3	209	19	3	0	2	2	77	6	1	0	0	333	
2. OTHER THAN FULLTIME EMPLOYEES (Including temporary employees)																
66.OFFICIALS/ADMIN	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1	
67.PROFESSIONALS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
68.TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
69.PROTECTIVE SERVICE	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
70.PARA-PROFESSIONAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
71.ADMIN. SUPPORT	0	1	5	1	0	0	0	1	14	1	0	0	0	0	23	
72.SKILLED CRAFT	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
73.SERVICE/MAINTENANCE	1	0	3	0	0	0	0	0	0	0	0	0	0	0	4	
74. TOTAL OTHER THAN FULL TIME (Lines 66-73)	1	1	8	1	0	0	0	1	15	1	0	0	0	0	28	
3. NEW HIRES DURING FISCAL YEAR Permanent full time only JULY 1 - JUNE 30																
75.OFFICIALS/ADMIN	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
76.PROFESSIONALS	1	0	2	0	0	0	0	0	2	1	0	0	0	0	6	
77.TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
78.PROTECTIVE SERVICE	0	0	2	0	0	0	0	0	1	1	0	0	0	0	4	
79.PARA-PROFESSIONAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
80.ADMIN. SUPPORT	0	0	2	0	0	0	0	0	4	1	0	0	0	0	7	
81.SKILLED CRAFT	1	0	3	1	0	0	0	0	1	0	0	0	0	0	6	
82.SERVICE/MAINTENANCE	0	0	15	0	0	0	0	0	2	0	0	0	0	0	17	
83. TOTAL NEW HIRES (Lines 75-82)	2	0	24	1	0	0	0	0	10	3	0	0	0	0	40	

FUNCTION TYPE 16				
REMARKS (List National Crime Information Center (NCIC) number assigned to any Criminal Justice Agencies whose data are included in this report)				
FL0550100				
LIST AGENCIES INCLUDED ON THIS FORM				
City of St. Augustine Police Department				
CERTIFICATION. I certify that the information given in this report is correct and true to the best of my knowledge and was reported in accordance with accompanying instructions. (Willfully false statements on this report are punishable by law, US Code, Title 18, Section 1001.)				
NAME OF PERSON TO CONTACT REGARDING THIS FORM		TITLE		
Donna Hayes		Human Resources Director		
ADDRESS (Number and Street, City, State, Zip Code)		TELEPHONE NUMBER	Ext	FAX NUMBER
PO Box 210, Attn: Human Resources, St. Augustine, Florida, 32085		904-209-4303		904-825-1008
DATE	EMAIL	TYPED NAME/TITLE OF AUTHORIZED OFFICIAL		SIGNATURE ☒
2019-08-21	dhayes@citystaug.com	Donna Hayes Human Resources Director		

Utilization Table

	Male						Female					
	White	Hispanic or Latino	Black or African American	Asian	Native Hawaiian or other Pacific Islander	Two or More Races	White	Hispanic or Latino	Black or African American	Asian	Native Hawaiian or other Pacific Islander	Two or More Races
OFFICIALS & ADMIN												
Workforce	12	2	0	0	0	0	3	1	0	0	0	0
Workforce %	67%	11%	0%	0%	0%	0%	16.7%	5.6%	0.0%	0.0%	0.0%	0.0%
CLS %	59%	2.3%	1.1%	0.3%	0%	0.5%	32.2%	0.9%	1.8%	0.1%	0.0%	0.2%
Utilization %	8.2%	8.8%	-1.1%	-0.3%	0.0%	-0.5%	-15.5%	4.7%	-1.8%	-0.1%	0.0%	-0.2%
Underutilized	No	No	No	No	No	No	Yes	No	No	No	No	No
# needed to reach parity							2					
PROFESSIONALS												
Workforce	26	2	1	0	0	0	14	0	1	1	0	0
Workforce %	57.8%	4.4%	2.2%	0.0%	0.0%	0.0%	31.1%	0.0%	2.2%	2.2%	0.0%	0.0%
CLS %	39.1%	2.3%	0.7%	0.0%	0.0%	0.4%	49.5%	2.5%	1.7%	0.0%	0.1%	0.3%
Utilization %	18.7%	2.1%	1.5%	0.0%	0.0%	-0.4%	-18.4%	-2.5%	0.5%	0.9%	-0.1%	-0.3%
Underutilized	No	No	No	No	No	No	Yes	Yes	No	No	No	No
# needed to reach parity							8	1				
TECHNICIANS												
Workforce	10	0	1	0	0	0	3	0	0	0	0	0
Workforce %	71.4%	0.0%	7.1%	0.0%	0.0%	0.0%	21.4%	0.0%	0.0%	0.0%	0.0%	0.0%
CLS #/%	39.0%	3.1%	1.5%	0.0%	0.0%	0.7%	50.2%	2.4%	1.8%	0.0%	0.0%	0.0%
Utilization #/%	32.4%	-3.1%	5.6%	-1.1%	0.0%	-0.7%	-28.8%	-2.4%	-1.8%	0.0%	0.0%	0.0%
Underutilized	No	No	No	No	No	No	Yes	No	No	No	No	No
# needed to reach parity							4					
PROTECT/ Sworn												
Workforce	34	2	3	0	0	0	7	1	1	0	0	0
Workforce %	66.7%	3.9%	5.9%	0.0%	0.0%	0.0%	13.7%	2.0%	2.0%	0.0%	0.0%	0.0%
CLS #/%	77.5%	1.8%	0.7%	0.0%	0.0%	1.4%	15.5%	0.0%	7.0%	0.0%	0.0%	0.0%
Utilization #/%	-10.8%	2.1%	5.2%	0.0%	0.0%	-1.4%	-1.8%	2.0%	-5.0%	0.0%	0.0%	0.0%
Underutilized	No	No	No	No	No	No	No	No	No	No	No	No
# needed to reach parity												

Utilization Table

Utilization Table	Male						Female					
	White	Hispanic or Latino	Black or African American	Asian	Native Hawaiian or other Pacific Islander	Two or More Races	White	Hispanic or Latino	Black or African American	Asian	Native Hawaiian or other Pacific Islander	Two or More Races
PROTECT/SERV Non-sworn	21	1	2	1	0	0	3	0	0	0	0	0
	75.0%	3.6%	7.1%	3.6%	0.0%	0.0%	10.7%	0.0%	0.0%	0.0%	0.0%	0.0%
	61.5%	23.1%	0.0%	0.0%	0.0%	0.0%	46.2%	10.0%	0.0%	0.0%	0.0%	0.0%
	13.5%	-19.5%	7.1%	3.6%	0.0%	0.0%	-35.5%	15.4%	0.0%	0.0%	0.0%	0.0%
	Underutilized	No	Yes	No	No	No	Yes	Yes	No	No	No	No
# needed to reach parity		5					9	4				
ADMIN SUPPORT	13	0	2	0	0	1	56	2	5	0	0	0
	16.5%	0.0%	2.5%	0.0%	0.0%	1.3%	70.9%	2.5%	6.3%	0.0%	0.0%	0.0%
	35.8%	1.6%	1.6%	0.2%	0.4%	0.5%	53.0%	2.4%	2.4%	0.0%	0.0%	0.9%
	Utilization #/%	-19.3%	-1.6%	0.9%	-0.2%	0.8%	17.9%	0.1%	3.9%	0.0%	-1.0%	-0.9%
	Underutilized	No	Yes	No	No	No	No	No	No	No	No	No
# needed to reach parity		1										
SKILLED CRAFT	67	3	7	1	0	1	3	0	0	0	0	0
	81.7%	3.7%	8.5%	1.2%	0.0%	1.2%	3.7%	0.0%	0.0%	0.0%	0.0%	0.0%
	89.8%	4.4%	4.6%	0.0%	0.6%	0.4%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%
	Utilization #/%	-8.1%	-0.7%	3.9%	1.2%	0.8%	-1.3%	0.0%	0.0%	0.0%	0.0%	0.0%
	Underutilized	No	No	No	No	No	Yes	No	No	No	No	No
# needed to reach parity							1					
SERV/MAINT	34	2	4	0	0	1	3	0	1	0	0	0
	75.6%	4.4%	8.9%	0.0%	0.0%	2.2%	6.7%	0.0%	2.2%	0.0%	0.0%	0.0%
	45.5%	3.2%	4.6%	0.1%	0.7%	0.6%	35.8%	2.5%	5.5%	0.4%	0.0%	0.7%
	Utilization #/%	30.1%	1.2%	4.3%	-0.1%	1.6%	-29.1%	-2.5%	-3.3%	-0.4%	-0.8%	-0.7%
	Underutilized	No	No	No	No	No	Yes	Yes	Yes	No	No	No
# needed to reach parity							13	1	1			

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan
City Manager

DATE: December 19, 2019

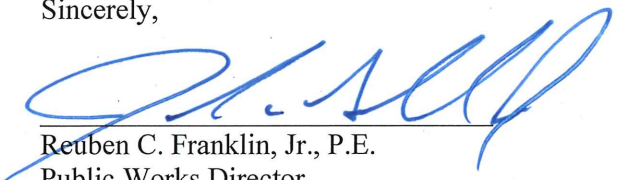
RE: Item for January 13, 2020 City Commission Meeting; License for Use of
City Right-of-Way to construct a dock across unopened portion of
Alaminos Avenue/Inlet Place.

Please find enclosed the License for use of City Right-of-Way mentioned above. This item was first heard by the City Planning & Zoning Board at the October 1, 2019 hearing. At that meeting, the Planning & Zoning Board continued the item to the December 3, 2019 hearing so that the applicant could 1) Go before the City Commission to obtain the licensing agreement to cross unopened City right-of-way with the proposed dock, and 2) Modify the dock design based on comments from the Planning & Zoning Board. The item has since been continued to the February 4, 2020 Planning & Zoning Board meeting to allow sufficient time for the applicant to complete the license agreement request to City Commission.

Please place the License for Use of City Right-of-Way on the Agenda for the January 13, 2020 City Commission meeting.

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

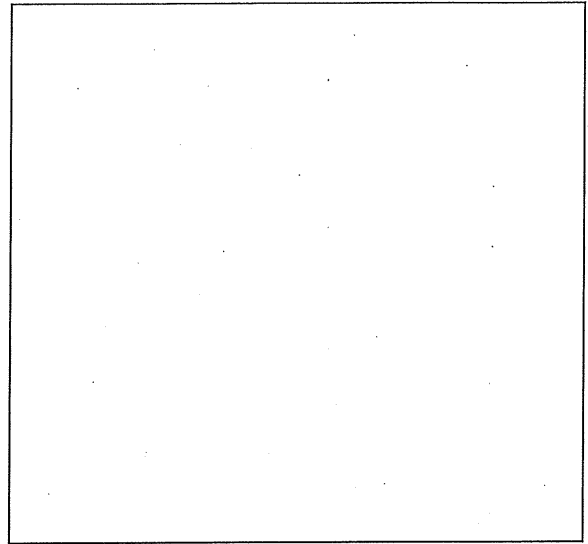
Sincerely,



Reuben C. Franklin, Jr., P.E.
Public Works Director

Attachments: License for Use of City Right-of-Way

cc: COSA Directors



LICENSE FOR USE OF CITY RIGHT-OF-WAY

COMES NOW THE CITY OF ST. AUGUSTINE, FLORIDA, a Florida municipal corporation ("Grantor"), whose address is P.O. Box 210, St. Augustine, Florida 32085-0210, and grants to GP Salt Run LLC ("Grantee"), whose address is 770 A1A Beach Blvd., Suite D, Saint Augustine, Florida 32080, a non-exclusive, revocable License for the permissive use of the Grantor's public right-of-way known as Alaminos Avenue/Inlet Place (unopened Right of Way) located at the east side of the Grantee's real property and Flagler Blvd. situated in the State of Florida, County of St. Johns, and City of St. Augustine and described in **Exhibit "A"** attached hereto and incorporated herein by reference.

This License is subject to the following terms and conditions:

1. The Grantor may revoke this License at any time by delivery to the Grantee of written notice of revocation directed to the Grantee.
2. All notices required by this License shall be effected by delivery of said notice in writing to the recipient party by U.S. Mail, certified, return receipt requested. All notices shall be sent to the address of the recipient Grantor or Grantee and as described herein.
3. Grantor grants this License to Grantee on a continuing basis for use of the Grantor's right-of-way but only to the extent required by Grantee for the construction of a dock across unopened Right of Way Alaminos Avenue/Inlet Place. Grantee shall not use the property for parking, storage or placement of any structure other than construction of the dock without the written permission of the City Manager or designee.

4. Grantee shall not occupy or use said right-of-way, nor shall Grantee permit the occupation or use of said right-of-way, for any purpose other than those purposes expressly permitted by this License.

5. In addition to any other reservations made herein, Grantor, in its sole discretion, may deem it in the public interest to use the subject right-of-way, or any portion thereof, for any public purpose and, therefore, declare a need to remove the Grantee's improvements. In that event, Grantor shall give Grantee one hundred eighty (180) days' written notice of revocation and cancellation of this License. Grantee shall have a reciprocal right of cancellation of this License upon one hundred eighty (180) days' written notice to the Grantor.

6. During the term of this License, Grantor shall bear no responsibility for the maintenance of any improvements made by Grantee within the right-of-way, and Grantee shall, at Grantee's sole expense, keep all such improvements in good order and repair.

7. Grantee shall not directly or indirectly assign, sublease, hypothecate, sell, mortgage, encumber or otherwise transfer this License or any interest therein without the written permission of Grantor.

8. To the extent permitted by law, the Grantee shall indemnify, defend, and hold the Grantor harmless from all claims and reasonable costs associated with this License. This provision relating to indemnification shall be subject to the limitations of liability set forth in Section 768.28, Florida Statutes. Nothing in this section shall operate as a waiver of sovereign immunity on the part of the Grantee or the Grantor.

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

10. Upon the notice of termination or cancellation of this License by Grantor or Grantee, this License shall become null and void, at which time Grantee shall remove all improvements located within the right-of-way within thirty (30) days of receipt of such notice of termination or cancellation. If such improvements are not removed within thirty

(30) days of initial notice, Grantor may remove such structures, and Grantee shall pay Grantor's costs of such removal within thirty (30) days of receipt of notice of such costs. If Grantee fails to pay such costs within thirty (30) days of notice, Grantee shall be liable for all costs of collection, including court costs and attorney's fees incurred by Grantor to collect such costs.

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

12. For any litigation arising out of the interpretation or enforcement of the terms and conditions of this License, venue shall lie exclusively in a court of competent jurisdiction located in St. Johns County, Florida.

13. Grantee, by acceptance of this License, acknowledges that the Grantee, and the Grantee's heirs, assigns and successors shall be unequivocally bound by the terms and covenants contained in this License.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement,
this _____ day of _____, 20____.

GRANTOR:

**CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation**

ATTEST:

By: _____
Tracy W. Upchurch, Mayor

Darlene Galambos, City Clerk
(SEAL)

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, **Tracy W. Upchurch, Mayor of St. Augustine, Florida**, who is personally known to me and is the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same for the uses and purposes therein expressed.

20____. Witness my hand and official seal, this ____ day of _____,

Notary Public, State of Florida

Signed, sealed and delivered
in the presence of:

GRANTEE,

Witness

Printed Name: _____

Printed Name: _____

Title: _____

Witness

Printed Name: _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____, who is personally known to me or who has produced _____ as identification and is the individual described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

20____. Witness my hand and official seal, this ____ day _____,

Notary Public, State of Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

CITY ATTORNEY

Exhibit "A"

Exhibit "A" 1 of 2



St. Johns County, FL



Overview



Legend

- ☐ Parcels
- ☐ Roads
- ☐ Cities

Parcel ID	2184800000	Physical Address	435 FLAGLER BLVD	Building Value	\$90,860	Last 2 Sales			
Property Class	0800 - Multi-Family (Less than 10 Units)	Mailing Address	SAINT AUGUSTINE	Extra Feature Value	\$6,814	Date	Price	Reason	Qual
Taxing District	City of St Augustine	Address	GP SALT RUN LLC	Value		10/30/2019	\$450000	01	Q
Acres	0.24		770 A1A BEACH BLVD	Total Land Value	\$239,400	7/14/2006	\$800000	01	Q
			STED	Just Value	\$337,074				
			SAINT AUGUSTINE FL	Total	N/A				
			32080-0000	Deferred Assessed Value	\$337,074				
				Total	N/A				
				Exemptions					
				Taxable Value	\$337,074				

Lot 15 and the east 47.81' of Lot 16; Block 32, Davis Shores

The St. Johns County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

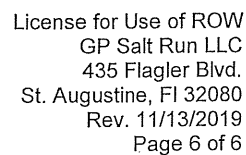
Date created: 11/25/2019

Last Data Uploaded: 11/22/2019 11:17:28 PM

Developed by Schneider GEOSPATIAL

License for Use of ROW
GP Salt Run LLC
435 Flagler Blvd.
St. Augustine, FL 32080
Rev. 11/13/2019
Page 5 of 6

Exhibit "A" 2 of 2



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: December 17, 2019

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 1075 W. KING STREET**

Enclosed is a Satisfaction and Release of Mortgage for 1075 W. King Street regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine and James V. Lee for The New Jerusalem Worship Ministries, Inc. The mortgage was recorded in the Public Records of St. Johns County on January 7, 2013. Copies of the Unit Connection Fee Mortgage and Promissory Note are enclosed as well for reference.

Please place this Release and Satisfaction of Mortgage on the consent agenda for consideration and execution at the January 13, 2020 City Commission meeting.

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

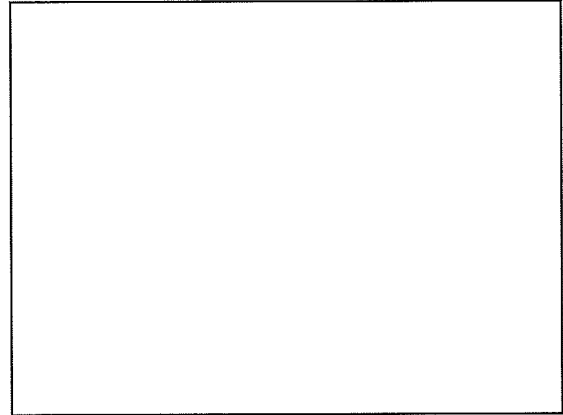


Isabelle C. Lopez
City Attorney

/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 **JAMES V. LEE, FOR THE NEW JERUSALEM WORSHIP MINISTRIES, INC.**, whose address is 580 Live Oak Street, St. Augustine, Florida 32084, his heirs, assigns or successors in title (hereinafter referred to as "Mortgagor"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated January 3, 2013, recorded at Official Records Book 3668, Pages 496-501, 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 3668, Pages 496-501, 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 _____, 2020.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Tracy W. Upchurch, Mayor-Commissioner

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

WITNESS my hand and official seal, this _____ day of _____, 2020.

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

LOTS 4, 5, 6 AND 8, BLOCK "O", COLLEGE PARK INSTITUTE, SUBDIVISION, ACCORDING TO PLAT THEREOF AS RECORDED IN MAP BOOK 3, PAGE 22, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID: 130140-0000

ADDRESS: 1075 W. KING STREET, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

Public Records of
St. Johns County, FL
Clerk # 2013001260,
O.R. 3668 PG 496-501
01/07/2013 at 12:43 PM,
REC. \$25.00 SUR. \$27.50
Doc. M \$12.25
Int Tax \$6.80

THIS MORTGAGE, by and between James V Lee, for the New Jerusalem Worship Ministries, Inc., whose address is 1305 State Road 16, St. Augustine, FL (hereinafter called "Mortgagor") and CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Department, St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

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

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

And the Mortgagor further covenants as follows:

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

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

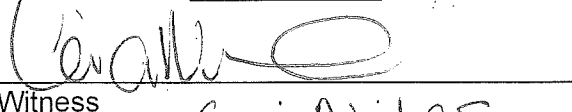
3. That the Mortgagee will make monthly payments in the amount of \$33.28 for 120 months.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal this 3rd day of January, 2013.

Signed, sealed and delivered
in the presence of:

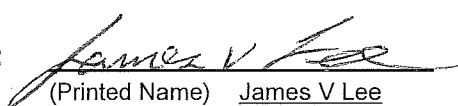

Witness

Printed Name: Barbara Muench


Witness

Printed Name: Cori Niles

BY:


(Printed Name) James V Lee
For New Jerusalem Worship Ministries, Inc.
(Address) 1395 State Road 16 1075 W KING ST.
(Telephone) 904-347-9192

* * * **NOTARY CERTIFICATION APPEARS ON THE FOLLOWING PAGE** * * *

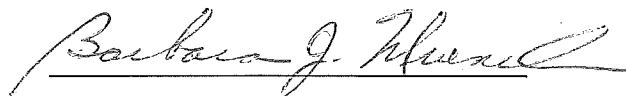
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

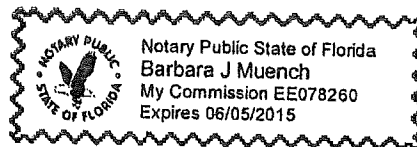
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **James V Lee**, who is personally known to me or who has produced FLA. DRIVER'S LICENSE as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 3rd day of January, 2013.



Notary Public, State of Florida



LEGAL DESCRIPTION

Lots 4, 5, 6 and 8, Block "O", COLLEGE PARK INSTITUTE, SUBDIVISION, according to pat thereof as recorded in Map Book 3, Page 22, of the Public Records of St. Johns County, Florida.

Parcel ID Number: 130140-0000

Exhibit "A"

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: James V Lee
ADDRESS: For New Jerusalem Worship Ministries, Inc.
~~1305 State Road 16~~ 1075 W KING
St. Augustine, FL 32084

\$3,401.00

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at **1075 W King Street**, the undersigned, jointly and severally, promises to pay to the order of **CITY OF ST. AUGUSTINE, P.O. Box 210, St. Augustine, Florida, 32085**, or elsewhere as the holder hereof may from time to time require, the principal sum of **3,401.00 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **3.28 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **33.28 Dollars** each, commencing on the date hereof and continuing on the same date each and every month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

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

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

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

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

Exhibit "B"

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

Signed, sealed and delivered **Dated as of: January 3, 2013**, in the presence of:

Barbara J. Muench
Witness

Printed Name: Barbara Muench

James V Lee
Witness
Printed Name: CORIAN VILES

BY: James V Lee
(Printed Name) James V Lee
For New Jerusalem Worship Ministries, Inc.
(Address) 1305 State Road 16-1075 WYKING-S
(Telephone) 904-347-9192

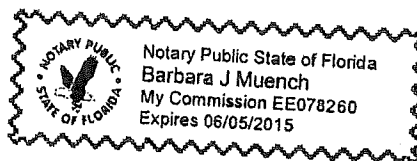
STATE OF FLORIDA

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, **James V Lee**, who is personally known to me or who has produced FLA. DRIVER'S LICENSE as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 3rd day of January, 2013.

Barbara J. Muench
Notary Public, State of Florida



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: December 31, 2019

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 1178 W. KING STREET EXT.**

Enclosed is a Satisfaction and Release of Mortgage for 1178 W. King Street Ext, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine and Lisa Pendleton. The mortgage was recorded in the Public Records of St. Johns County on September 19, 2014. 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 January 13, 2020 City Commission meeting.

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

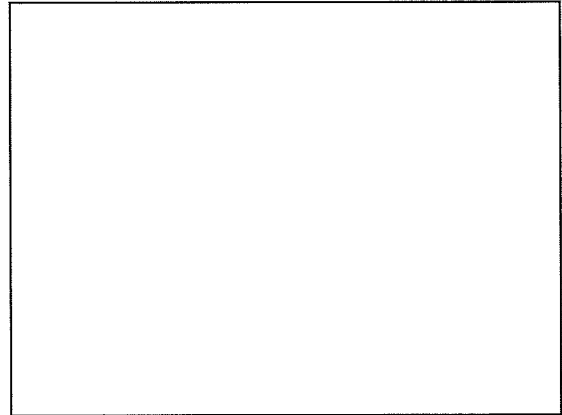


Isabelle C. Lopez
City Attorney

/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 **LISA PENDLETON**, whose address is 373 Fortuna Avenue, 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 September 12, 2014, recorded at Official Records Book 3932, Page 569, 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 3932, Page 569, 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 _____, 2020.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Tracy W. Upchurch, Mayor-Commissioner

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

WITNESS my hand and official seal, this _____ day of _____, 2020.

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

COMMENCING AT THE SOUTHWEST CORNER OF LOT 13, BLOCK A, CAMPOS PEQUENOS, AS RECORDED IN THE CURRENT PUBLIC RECORDS OF SAINT JOHNS COUNTY, FLORIDA IN PLAT BOOK 5, PAGE 70; THENCE RUN SOUTH 85 DEGREES EAST FOR 165 FEET TO AN IRON AND POINT OF BEGINNING, THENCE CONTINUE SOUTH 85 DEGREES EAST FOR 65 FEET TO AN IRON, THENCE NORTH 0 DEGREES 34 MINUTES 30 SECONDS EAST FOR 100 FEET TO AN IRON, THENCE NORTH 85 DEGREES WEST FOR 65 FEET TO AN IRON, THENCE SOUTH 0 DEGREES 34 MINUTES 30 SECONDS WEST FOR 100 FEET TO AN IRON AND POINT OF BEGINNING, TOGETHER WITH RIGHT OF INGRESS AND EGRESS.

PARCEL ID: 095310-0000

ADDRESS: 1178 W. KING STREET EXT, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

THIS MORTGAGE, by and between Lisa Pendleton, whose address is 373 Fortuna Avenue, hereinafter called "Mortgagor") and CITY OF ST. AUGUSTINE, FLORIDA, a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Department, St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

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

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

And the Mortgagor further covenants as follows:

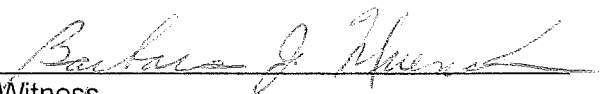
1. That it will pay all and singular the costs, charges and expenses, including reasonable attorney's fees, and costs of abstracts of title, incurred or paid at any time by the Mortgagee because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of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

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

3. That the Mortgagee will make monthly payments in the amount of \$43.62 for 120 months.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 12th day of September 2014.

Signed, sealed and delivered
in the presence of:



Witness
Printed Name: Barbara J Muench



Witness
Printed Name: John Augustos

BY: 

(Printed Name) Lisa Pendleton
(Address) 373 Fortuna Avenue
(Telephone) 904-540-3718

* * * NOTARY CERTIFICATION APPEARS ON THE FOLLOWING PAGE * * *

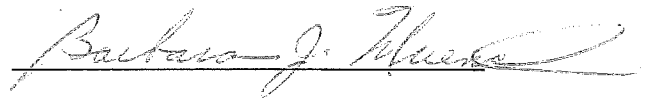
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

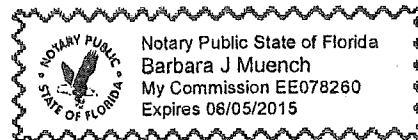
COUNTY OF St. Johns

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Lisa Pendleton**, who is personally known to me or who has produced FIA- DRIVER'S LICENSE as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 12th day of September 2014.



Notary Public, State of Florida



LEGAL DESCRIPTION

Commencing at the Southwest corner of Lot 13, Block A, Campos Pequenos, as recorded in the current public records of Saint Johns County, Florida in Plat Book 5, Page 70; thence run South 85 degrees East for 165 feet to an iron and Point of Beginning, thence continue South 85 degrees East for 65 feet to an iron, thence North 0 degrees 34 minutes 30 seconds East for 100 feet to an iron, thence North 85 degrees West for 65 feet to an iron, thence South 0 degrees 34 minutes 30 seconds West for 100 feet to an iron and Point of Beginning, together with right of ingress and egress.

Parcel Id No.: 095310 0000

Exhibit "A"

**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: Lisa Pendleton
ADDRESS: 373 Fortuna Avenue
Saint Augustine, FL 32084

\$4,483.00

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at **1178 King Street Extension**, 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 **4483 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **3.16 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **43.62 Dollars** each, commencing on the date hereof and continuing on the same date each and every month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

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

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

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

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

Exhibit "B"

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

Signed, sealed and delivered **Dated as of: September 12, 2014**, in the presence of:

Barbara J Muench
Witness

Printed Name: Barbara J Muench

BY: [Signature]

(Printed Name) Lisa Pendleton
(Address) 373 Fortuna Avenue
(Telephone) 904-540-3718

[Signature]
Witness
Printed Name: John Augustus

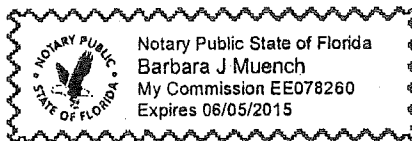
STATE OF FLORIDA

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, **Lisa Pendleton**, who is personally known to me or who has produced FLA DRIVER'S LICENSE as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 12th day of September 2014.

Barbara J Muench
Notary Public, State of Florida



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

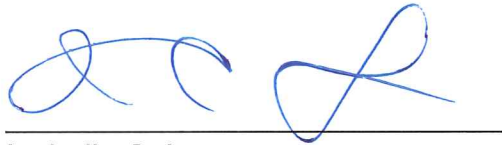
DATE: December 30, 2019

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 2740 STRATTON BOULEVARD**

Enclosed is a Satisfaction and Release of Mortgage for 2740 Stratton Boulevard, Units C, E, G, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine and Whetstone Properties, LLC. The mortgage was recorded in the Public Records of St. Johns County on October 21, 2019. 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 January 13, 2020 City Commission meeting.

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

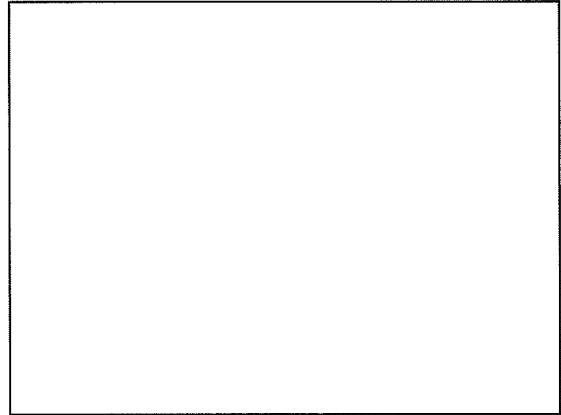


Isabelle C. Lopez
City Attorney

/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 **WHETSTONE PROPERTIES, LLC**, whose address is 2740 Stratton Boulevard, Unit C, E, G, St. Augustine, Florida 32084, its 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 October 8, 2019, recorded at Official Records Book 4816, Page 933, 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 4816, Page 933, 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 _____, 2020.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Tracy W. Upchurch, Mayor-Commissioner

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

WITNESS my hand and official seal, this _____ day of _____, 2020.

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

A PARCEL OF LAND IN GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF TANGENCY OF A CURVE ON THE NORTHLINE OF THE NOW EXISTING 200 FOOT RIGHT OF WAY FOR STATE ROAD 16, AT A DISTANCE OF 908.04 FEET, SOUTH 88 DEGREES 55 MINUTES 10 SECONDS WEST FROM THE INTERSECTION OF SAID LINE WITH THE EAST LINE OF GOVERNMENT LOT 3 OF SAID SECTION 9; THENCE NORTH 1 DEGREE 45 MINUTES 00 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1,134.02 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 3; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST ON THE NORTH LINE OF SAID GOVERNMENT LOTS 3 AND 2, A DISTANCE OF 649.84 FEET; THENCE SOUTH 1 DEGREE 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 60 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, 15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 30 FEET; THENCE SOUTH 1 DEGREE 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 399.63 FEET TO A POINT ON A CURVE; THENCE AROUND THE ARC OF SAID CURVE HAVING A RADIUS, CHORD AND CHORD BEARING OF 50 FEET, 99.97 FEET AND SOUTH 3 DEGREES 04 MINUTES 42 SECONDS EAST, A DISTANCE OF 154.76 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 27.68 FEET; THENCE NORTH 1 DEGREE 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 499.89 FEET TO THE POINT OF BEGINNING.

ALSO

BEING A PORTION OF A PARCEL OF LAND IN GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL BEING REFERENCED IN OFFICIAL RECORDS BOOK 1341, PAGE 395 OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 9, THENCE WITH THE NORTH LINE OF SAID SECTION 9, NORTH 89 DEGREES 09 MINUTES 00 SECONDS EAST, A DISTANCE OF 889.93 FEET TO THE NORTHWEST CORNER OF THE HEREINAFTER DESCRIBED TRACT AND BEING THE POINT OF BEGINNING; THENCE CONTINUING WITH THE NORTH LINE OF SECTION 9 AND GOVERNMENT LOT 2, NORTH 89 DEGREES 09 MINUTES 00 SECONDS EAST, A DISTANCE OF 348.69 FEET TO THE NORTHWEST CORNER OF A 5.620 ACRE TRACT CONVEYED TO FLOYD E. AND LINDA K. HUFF AS RECORDED IN OFFICIAL RECORDS BOOK 425, PAGE 636 OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE WITH THE WEST LINE OF SAID HUFF 5.620 ACRE TRACT, SOUTH 00 DEGREES 37 MINUTES 23 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF A 45 FOOT WIDE PRIVATE ROADWAY AS RECORDED IN OFFICIAL RECORDS BOOK 812, PAGE 1921, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE WITH THE NORTH LINE OF SIDE 45 FOOT WIDE ROADWAY PARCEL AND THE NORTH LINE OF A 1.05 ACRE TRACT CONVEYED TO ALEXANDER E. DUBOWSKY, SONDR A H. DUBOWSKY AND GREG ALLEN DUBOWSKY, AS RECORDED IN OFFICIAL RECORDS BOOK 1881, PAGE 500 OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA, SOUTH 89 DEGREES 09 MINUTES 00 SECONDS WEST, A DISTANCE OF 348.75 FEET TO THE NORTHWEST CORNER OF SAID DUBOWSKY 1.05 ACRE TRACT; THENCE WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID DUBOWSKY 1.05 ACRE TRACT, NORTH 00 DEGREES 34 MINUTES 16 SECONDS WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING, BEARING BASIS ESTABLISHED AS NORTH 89 DEGREES 09 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SECTION 9 TOWNSHIP 7 SOUTH, RANGE 29 EAST.

PARCEL ID: 088205-0020

ADDRESS: 2740 STRATTON BOULEVARD, UNIT C, ST. AUGUSTINE, FLORIDA 32084

A PARCEL OF LAND IN GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE POINT OF TANGENCY OF A CURVE ON THE NORTH LINE OF THE NOW EXISTING 200 FOOT RIGHT OF WAY FOR STATE ROAD NO. 16, AT A DISTANCE OF 908.04 FEET SOUTH 88 DEGREES 55 MINUTES 10 SECONDS WEST FROM THE INTERSECTION OF SAID LINE WITH THE EAST LINE OF GOVERNMENT LOT 3 OF SAID SECTION 9; THENCE NORTH 1 DEGREE 45 MINUTES 00 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1,134.02 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 3; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST ON THE NORTH LINE OF SAID GOVERNMENT LOTS 3 AND 2, A DISTANCE OF 649.84 FEET; THENCE SOUTH 1 DEGREE 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 60 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 45 FEET; THENCE SOUTH 1 DEGREE 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 300.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1 DEGREE 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 99.93 FEET TO A POINT ON A CURVE; THENCE AROUND THE ARC OF SAID CURVE HAVING A RADIUS, CHORD AND CHORD BEARING AT 50 FEET, 74.35 FEET AND SOUTH 40 DEGREES 13 MINUTES 04 SECONDS WEST, A DISTANCE OF 83.83 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 254.52 FEET; THENCE NORTH 1 DEGREE 42 MINUTES 32 SECONDS WEST, A DISTANCE OF 155.0 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 304.13 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED LANDS: A STRIP OF LAND 60 FEET IN WIDTH LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE IN GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA: COMMENCE AT THE POINT OF TANGENCY OF A CURVE ON THE NORTH LINE OF THE NOW EXISTING 200 FOOT RIGHT OF WAY FOR STATE ROAD NO. 16, AT A DISTANCE OF 908.04 FEET SOUTH 88 DEGREES 55 MINUTES 10 SECONDS WEST FROM THE INTERSECTION OF SAID LINE WITH THE EAST LINE OF GOVERNMENT LOT 3 OF SAID SECTION 9; THENCE NORTH 1 DEGREE 45 MINUTES 00 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1,134.02 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 3; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST ON THE NORTH LINE OF SAID GOVERNMENT LOTS 3 AND 2, A DISTANCE OF 649.84 FEET; THENCE SOUTH 1 DEGREE 45 MINUTES 00 SECONDS EAST, ON THE EAST END OF SAID 60 FOOT WIDTH RIGHT OF WAY 30 FEET TO THE POINT OF BEGINNING AT THE EAST END OF SAID CENTER LINE; THENCE SOUTH 88 DEGREES 00 MINUTES WEST, 30 FEET SOUTHERLY FROM AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOTS 3 AND 2, A DISTANCE OF 607 FEET, MORE OR LESS, TO THE WEST END OF SAID CENTER LINE ON A SOUTHEAST LINE OF STRATTON ROAD, A COUNTY MAINTAINED ROAD.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED LANDS: A PARCEL OF LAND IN GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF TANGENCY OF A CURVE ON THE NORTH LINE OF THE NOW EXISTING 200 FOOT RIGHT OF WAY FOR STATE ROAD NO. 16, AT A DISTANCE OF 908.04 FEET SOUTH 88 DEGREES 55 MINUTES 10 SECONDS WEST FROM THE INTERSECTION OF SAID LINE WITH THE EAST LINE OF GOVERNMENT LOT 3 OF SAID SECTION 9; THENCE NORTH 1 DEGREE 45 MINUTES 00 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1,134.02 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 3; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST ON THE NORTH LINE OF SAID GOVERNMENT LOTS 3 AND 2, A DISTANCE OF 649.84 FEET; THENCE SOUTH 1 DEGREE 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 60 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, 15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 30 FEET; THENCE SOUTH 1 DEGREE 45 MINUTES 00 SECONDS EAST A DISTANCE OF 399.63 FEET TO A POINT ON A CURVE; THENCE AROUND

THE ARC OF SAID CURVE HAVING A RADIUS, CHORD AND CHORD BEARING OF 50 FEET, 99.97 FEET AND SOUTH 3 DEGREES 04 MINUTES 42 SECONDS EAST, A DISTANCE OF 154.76 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 27.68 FEET; THENCE NORTH 1 DEGREE 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 499.89 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT CERTAIN DOUBLEWIDE MOBILE HOME KNOWN AS A 1988 OAKS, IDENTIFICATION NUMBERS 32620400AX AND 32620400BX; FLORIDA TITLE NUMBERS 45871100 AND 45776400; REAL PROPERTY NUMBERS R0614953 AND R0614954.

PARCEL ID: 088205-0070

ADDRESS: 2740 STRATTON BOULEVARD, UNIT E, ST. AUGUSTINE, FLORIDA 32084

A PARCEL OF LAND IN GOVERNMENT LOTS 2 AND 3, SECTION 9, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF TANGENCY OF A CURVE ON THE NORTH LINE OF NOW EXISTING 200 FOOT WIDTH RIGHT OF WAY FOR STATE ROAD NO. 16, AT A DISTANCE OF 908.04 FEET SOUTH 88 DEGREES 55 MINUTES 10 SECONDS WEST FROM THE INTERSECTION OF SAID LINE WITH THE EAST LINE OF SAID GOVERNMENT LOT 3; THENCE NORTH 1 DEGREE 45 MINUTES WEST, PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1134.02 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 3; THENCE SOUTH 88 DEGREES 00 MINUTES WEST, ON THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 299.84 FEET TO THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 1 DEGREE 45 MINUTES EAST, 700 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES WEST, 350 FEET; THENCE NORTH 1 DEGREE 45 MINUTES WEST, 700 FEET; THENCE NORTH 88 DEGREES 00 MINUTES EAST, ON THE NORTH LINE OF SAID GOVERNMENT LOTS 2 AND 3, A DISTANCE OF 350 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND:

A STRIP OF LAND 60 FEET IN WIDTH LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE IN GOVERNMENT LOTS 2 AND 3, SECTION 9, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA:

COMMENCING AT A POINT OF TANGENCY OF A CURVE ON THE NORTH LINE OF NOW EXISTING 200 FOOT WIDTH RIGHT OF WAY FOR STATE ROAD NO. 16, AT A DISTANCE OF 908.04 FEET SOUTH 88 DEGREES 55 MINUTES 10 SECONDS WEST FROM THE INTERSECTION OF SAID RIGHT OF WAY LINE WITH THE EAST LINE OF SAID GOVERNMENT LOT 3; THENCE NORTH 1 DEGREE 45 MINUTES WEST, PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1134.02 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 3; THENCE SOUTH 88 DEGREES 00 MINUTES WEST, ON THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 299.84 FEET; THENCE SOUTH 1 DEGREE 45 MINUTES EAST, ON THE EAST END OF SAID 60 FOOT WIDTH RIGHT OF WAY, 30 FEET TO THE POINT OF BEGINNING AT THE EAST END OF SAID CENTER LINE; THENCE SOUTH 88 DEGREES 00 MINUTES WEST, 30 FEET SOUTHERLY FROM AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOTS 3 AND 2, A DISTANCE OF 957 FEET, MORE OR LESS, TO THE WEST END OF SAID CENTER LINE OF A SOUTHEAST LINE OF STRATTON ROAD, A COUNTY MAINTAINED ROAD.

PARCEL ID: 088205-0010

ADDRESS: 2740 STRATTON BOULEVARD, UNIT G, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

THIS MORTGAGE, by and between **Whetstone Properties LLC**, whose address is 2740 Stratton Boulevard Unit C, G, E St. Augustine, FL 32084, 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.

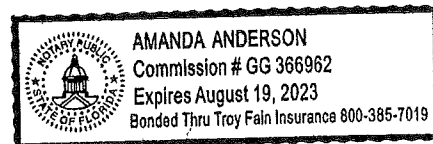
3. That the Mortgagee will make monthly payments in the amount of \$673.18 for 60 months, with the first payment due November 15, 2019

8th IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this day of October, 2019.

Signed, sealed and delivered in the presence of:

Amanda Anderson
Witness
Printed Name: Amanda Anderson
Carri A. Niles
Witness
Printed Name: Carri A. Niles

BY: [Signature]
(Printed Name) Henry Whetstone
(Address) 2740 Stratton Boulevard, Unit C, G, E
St. Augustine, FL 32084



* * * 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, **Henry Whetstone**, who is personally known to me or who has produced Driver's 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 8th day of October, 2019.

Amanda Anderson
Notary Public, State of Florida

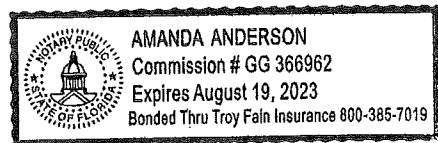


Exhibit "A"

LEGAL DESCRIPTION

A PARCEL OF LAND IN GOVERNMENT LOTS 2 AND 3, SECTION 9, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT OF TANGENCY OF A CURVE ON THE NORTH LINE OF NOW EXISTING 200 FOOT WIDTH RIGHT OF WAY FOR STATE ROAD NO. 16, AT A DISTANCE OF 908.04 FEET SOUTH 88 DEGREES 55 MINUTES 10 SECONDS WEST FROM THE INTERSECTION OF SAID LINE WITH THE EAST LINE OF SAID GOVERNMENT LOT 3; THENCE NORTH 1 DEGREE 45 MINUTES WEST, PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1134.02 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 3; THENCE SOUTH 88 DEGREES 00 MINUTES WEST, ON THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 299.84 FEET TO THE POINT OF BEGINNING AT THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 1 DEGREE 45 MINUTES EAST, 700 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES WEST, 350 FEET; THENCE NORTH 1 DEGREE 45 MINUTES WEST, 700 FEET; THENCE NORTH 88 DEGREES 00 MINUTES EAST, ON THE NORTH LINE OF SAID GOVERNMENT LOTS 2 AND 3, A DISTANCE OF 350 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED PARCEL OF LAND:

A STRIP OF LAND 60 FEET IN WIDTH LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE IN GOVERNMENT LOTS 2 AND 3, SECTION 9, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA:

COMMENCING AT THE POINT OF TANGENCY OF A CURVE ON THE NORTH LINE OF NOW EXISTING 200 FOOT WIDTH RIGHT OF WAY FOR STATE ROAD NO. 16, AT A DISTANCE OF 908.04 FEET SOUTH 88 DEGREES 55 MINUTES 10 SECONDS WEST FROM THE INTERSECTION OF SAID RIGHT OF WAY LINE WITH THE EAST LINE OF SAID GOVERNMENT LOT 3; THENCE NORTH 1 DEGREE 45 MINUTES WEST, PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1134.02 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 3; THENCE SOUTH 88 DEGREES 00 MINUTES WEST, ON THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 299.84 FEET; THENCE SOUTH 1 DEGREE 45 MINUTES EAST, ON THE EAST END OF SAID 60 FOOT WIDTH RIGHT OF WAY, 30 FEET TO THE POINT OF BEGINNING AT THE EAST END OF SAID CENTER LINE; THENCE SOUTH 88 DEGREES 00 MINUTES WEST, 30 FEET SOUTHERLY FROM AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOTS 3 AND 2, A DISTANCE OF 957 FEET, MORE OR LESS, TO THE WEST END OF SAID CENTER LINE OF A SOUTHEAST LINE OF STRATTON ROAD, A COUNTY MAINTAINED ROAD.

Parcel Identification Number: 088205-0010

A PARCEL OF LAND IN GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 7 SOUTH, RANGE 29 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF TANGENCY OF A CURVE ON THE NORTHLINE OF THE NOW EXISTING 200 FOOT RIGHT OF WAY FOR STATE ROAD 16, AT A DISTANCE OF 908.04 FEET, SOUTH 88 DEGREES 55 MINUTES 10 SECONDS WEST FROM THE INTERSECTION OF SAID LINE WITH THE EAST LINE OF GOVERNMENT LOT 3 OF SAID SECTION 9; THENCE NORTH 1 DEGREE 45 MINUTES 00 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1,134.02 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 3; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST ON THE NORTH LINE OF SAID GOVERNMENT LOTS 3 AND 2, A DISTANCE OF 649.84 FEET; THENCE SOUTH 1 DEGREE 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 60 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, 15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 30 FEET; THENCE SOUTH 1 DEGREE 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 399.63 FEET TO A POINT ON A CURVE; THENCE AROUND THE ARC OF SAID CURVE HAVING A RADIUS, CHORD AND CHORD BEARING OF 50 FEET, 99.97 FEET AND SOUTH 3 DEGREES 04 MINUTES 42 SECONDS EAST, A DISTANCE OF 154.76 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 27.68 FEET; THENCE NORTH 1 DEGREE 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 499.89 FEET TO THE POINT OF BEGINNING.

ALSO

BEING A PORTION OF A PARCEL OF LAND IN GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, SAID PARCEL BEING REFERENCED IN OFFICIAL RECORDS BOOK 1341, PAGE 395, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS:
COMMENCE AT THE NORTHWEST CORNER OF SECTION 9, THENCE WITH THE NORTH LINE OF SAID SECTION 9, NORTH 89 DEGREES 09 MINUTES 00 SECONDS EAST, A DISTANCE OF 889.93 FEET TO THE NORTHWEST CORNER OF THE HEREINAFTER DESCRIBED TRACT AND BEING THE POINT OF BEGINNING; THENCE CONTINUING WITH THE NORTH LINE OF SECTION 9 AND GOVERNMENT LOT 2, NORTH 89 DEGREES 09 MINUTES 00 SECONDS EAST, A DISTANCE OF 348.69 FEET TO THE NORTHWEST CORNER OF A 5.620 ACRE TRACT CONVEYED TO FLOYD E. AND LINDA K. HUFF AS RECORDED IN OFFICIAL RECORDS BOOK 425, PAGE 636, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE WITH THE WEST LINE OF SAID HUFF 5.620 ACRE TRACT, SOUTH 00 DEGREES 37 MINUTES 23 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE NORTHEAST CORNER OF A 45 FOOT WIDE PRIVATE ROADWAY AS RECORDED IN OFFICIAL RECORDS BOOK 812, PAGE 1921, OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA; THENCE WITH THE NORTH LINE OF SIDE 45 FOOT WIDE ROADWAY PARCEL AND THE NORTH LINE OF A 1.05 ACRE TRACT CONVEYED TO ALEXANDER E. DUBOWSKY, SONDR H. DUBOWSKY AND GREG ALLEN DUBOWSKY, AS RECORDED IN OFFICIAL RECORDS BOOK 1881, PAGE 500 OF THE OFFICIAL RECORDS OF ST. JOHNS COUNTY, FLORIDA, SOUTH 89 DEGREES 09 MINUTES 00 SECONDS WEST, A DISTANCE OF 348.75 FEET TO THE NORTHWEST CORNER OF SAID DUBOWSKY 1.05 ACRE TRACT; THENCE WITH THE NORTHERLY PROLONGATION OF THE WEST LINE OF SAID DUBOWSKY 1.05 ACRE TRACT, NORTH 00 DEGREES 34 MINUTES 16 SECONDS WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING. BEARING BASIS ESTABLISHED AS NORTH 89 DEGREES 09 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SECTION 9 TOWNSHIP 7 SOUTH, RANGE 29 EAST.

Parcel Identification Number: 088205-0020

A PARCEL OF LAND IN GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF TANGENCY OF A CURVE ON THE NORTH LINE OF THE NOW EXISTING 200 FOOT RIGHT OF WAY FOR STATE ROAD NO. 16, AT A DISTANCE OF 908.04 FEET SOUTH 88 DEGREES 55 MINUTES 10 SECONDS WEST FROM THE INTERSECTION OF SAID LINE WITH THE EAST LINE OF GOVERNMENT LOT 3 OF SAID SECTION 9; THENCE NORTH 1 DEGREE 45 MINUTES 00 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1134.02 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 3; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST ON THE NORTH LINE OF SAID GOVERNMENT LOTS 3 AND 2, A DISTANCE OF 649.84 FEET; THENCE SOUTH 1 DEGREES 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 60 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 45 FEET; THENCE SOUTH 1 DEGREE 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 300.0 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 1 DEGREE 45 MINUTES 00 SECONDS EAST, A DISTANCE OF 99.93 FEET TO A POINT ON A CURVE; THENCE AROUND THE ARC OF SAID CURVE HAVING RADIUS, CHORD AND CHORD BEARING AT 50 FEET, 74.35 FEET AND SOUTH 40 DEGREES 13 MINUTES 04 SECONDS WEST, A DISTANCE OF 83.83 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 254.52 FEET; THENCE NORTH 1 DEGREE 42 MINUTES 32 SECONDS WEST, A DISTANCE OF 155.0 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 304.13 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED LANDS:

A STRIP OF LAND 60 FEET IN WIDTH LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE IN GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA:

COMMENCE AT THE POINT OF TANGENCY OF A CURVE ON THE NORTH LINE OF THE NOW EXISTING 200 FOOT RIGHT OF WAY FOR STATE ROAD NO. 16, AT A DISTANCE OF 908.04 FEET SOUTH 88 DEGREES 55 MINUTES 10 SECONDS WEST FROM THE INTERSECTION OF SAID LINE WITH THE EAST LINE OF GOVERNMENT LOT 3 OF SAID SECTION 9; THENCE NORTH 1 DEGREE 45 MINUTES 00 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1134.02 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 3; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST ON THE NORTH LINE OF SAID GOVERNMENT LOTS 3 AND 2, A DISTANCE OF 649.84 FEET; THENCE SOUTH 1 DEGREE 45 MINUTES EAST, ON THE EAST END OF SAID 60 FOOT WIDTH RIGHT OF WAY, 30 FEET TO THE POINT OF BEGINNING AT THE EAST END OF SAID CENTER LINE; THENCE SOUTH 88 DEGREES 00 MINUTES WEST, 30 FEET SOUTHERLY FROM AND PARALLEL WITH THE NORTH LINE OF SAID GOVERNMENT LOTS 3 AND 2, A DISTANCE OF 607 FEET, MORE OR LESS, TO THE WEST END OF SAID CENTER LINE ON A SOUTHEAST LINE OF STRATTON ROAD, A COUNTY MAINTAINED ROAD.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE FOLLOWING DESCRIBED LANDS:

A PARCEL OF LAND IN GOVERNMENT LOT 2, SECTION 9, TOWNSHIP 7 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE POINT OF TANGENCY OF A CURVE ON THE NORTH LINE OF THE NOW EXISTING 200 FOOT RIGHT OF WAY FOR STATE ROAD NO. 16, AT A DISTANCE OF 908.04 FEET SOUTH 88 DEGREES 55 MINUTES 10 SECONDS WEST FROM THE INTERSECTION OF SAID LINE WITH THE EAST LINE OF GOVERNMENT LOT 3 OF SAID SECTION 9; THENCE NORTH 1 DEGREE 45 MINUTES 00 SECONDS WEST, PARALLEL WITH THE WEST LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1134.02 FEET TO THE NORTH LINE OF SAID GOVERNMENT LOT 3; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST ON THE NORTH LINE OF SAID GOVERNMENT LOTS 3 AND 2, A DISTANCE OF 649.84 FEET; THENCE SOUTH 1 DEGREE 45 MINUTES EAST, A DISTANCE OF 60 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, 15 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 30 FEET; THENCE SOUTH 1 DEGREE 45 MINUTES 00 SECONDS EAST DISTANCE OF 399.63 FEET TO A POINT ON A CURVE; THENCE AROUND THE ARC OF SAID CURVE HAVING A RADIUS, CHORD AND CHORD BEARING OF 50 FEET, 99.97 FEET AND SOUTH 3 DEGREES 04 MINUTES 42 SECONDS EAST, A DISTANCE OF 154.76 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 27.68 FEET; THENCE NORTH 1 DEGREE 45 MINUTES 00 SECONDS WEST, A DISTANCE OF 499.89 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT CERTAIN DOUBLEWIDE MOBILE HOME KNOWN AS A 1988 OAKS, IDENTIFICATION NUMBERS 32620400AX AND 32620400BX; FLORIDA TITLE NUMBERS 45871100 AND 45776400; REAL PROPERTY NUMBERS R0614953 AND R0614954.

UNIT CONNECTION FEE
PROMISSORY NOTE

APPLICANT(S) NAME: Whetstone Properties, LLC
ADDRESS: 2740 Stratton Boulevard
Unit C, E, G
St. Augustine, FL 32084

\$36,268.00

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at **2740 Stratton Boulevard Unit C, E, G, 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 **\$36,268.00 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **4.32 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **673.18 Dollars**, commencing on **November 15, 2019** and continuing on the same date each and every month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

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

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

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

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

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

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** October 3, 2019, in the presence of:

Amanda Anderson

Witness

Printed Name: Amanda Anderson

Cori A Niles

Witness

Printed Name: Cori A Niles

BY:

Henry Whetstone

(Printed Name) Henry Whetstone

(Address) 2740 Stratton Boulevard C, G, E

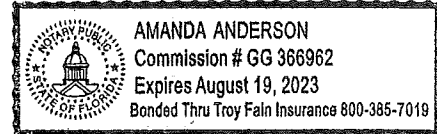


Exhibit "B"

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, **Henry Whetstone**, who is personally known to me or who has produced Driver's 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 8th day of October, 2019.

Amanda Anderson
Notary Public, State of Florida



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: December 18, 2019

RE: Consent Agenda Item for January 13, 2020 City Commission Meeting;
License Agreement for Historic West Augustine Sign;
Location – Southeast Corner of Woodlawn Street & West King Street

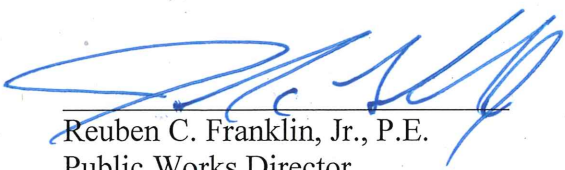
St. Johns County desires to construct a sign on the above-mentioned property (see attached location map), owned by the City, to notify visitors entering Historic West Augustine. The County has already installed such a sign for eastbound traffic at the intersection of Holmes Blvd. and West King Street (photo attached). There will be routine maintenance performed by the County which will include mowing the grass on the property and keeping it free from litter and refuse. Should the sign become damaged or vandalized, the County will promptly repair, replace or remove it.

Attached is a License Agreement for your review. Staff recommends approval of this item.

Therefore, if you concur with this matter, please place this item on the January 13, 2020 City Commission Consent Agenda for the Commission's consideration.

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

Sincerely,



Reuben C. Franklin, Jr., P.E.
Public Works Director

Attachments: License Agreement, property location map, photo of existing sign

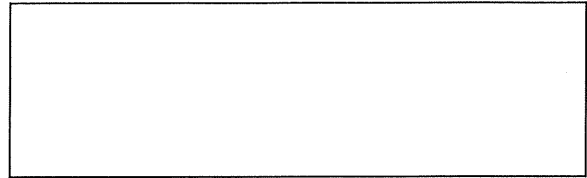
cc: COSA Directors

LICENSE FOR USE OF CITY PROPERTY

COMES NOW **THE CITY OF ST. AUGUSTINE, FLORIDA**, a Florida municipal corporation ("Grantor"), whose address is P.O. Box 210, St. Augustine, Florida 32085-0210, and grants to St. Johns County, Florida ("Grantee"), whose address is 500 San Sebastian View, St. Augustine, FL 32084, a non-exclusive, revocable License for the permissive use of the Grantor's located at the southeast corner of West King Street and South Woodlawn Street, parcel identification number 1127900010, situated in the State of Florida, County of St. Johns, and City of St. Augustine and described in Exhibit "A," attached hereto and incorporated herein by reference.

This License is subject to the following terms and conditions:

1. The Grantor may revoke this License at any time by delivery to the Grantee of written notice of revocation directed to the Grantee.
2. All notices required by this License shall be effected by delivery of said notice in writing to the recipient party by U.S. Mail, certified, return receipt requested. All notices shall be sent to the address of the recipient Grantor or Grantee and as described herein.
3. Grantor grants this License to Grantee on a continuing basis for use of the Grantor's property but only to the extent required by Grantee for the installation, use and maintenance of a sign constructed and located by the Grantee within a portion of said property. Routine maintenance will include mowing the grass on the property and keeping it free from litter and refuse. Should the sign become damaged or vandalized, Grantee will promptly repair, replace, or remove it. Grantee shall not use the property for parking, storage or placement of any structure other than the sign described herein without the written permission of the City Manager or designee.



4. Grantee shall not occupy or use said property, nor shall Grantee permit the occupation or use of said property, for any purpose other than those purposes expressly permitted by this License.

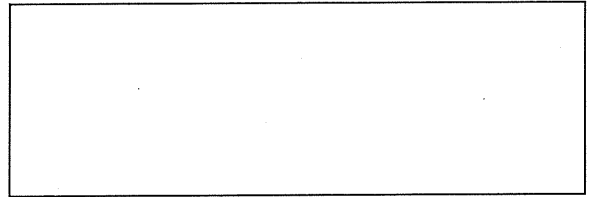
5. In addition to any other reservations made herein, Grantor, in its sole discretion, may deem it in the public interest to use the subject property, or any portion thereof, for any public purpose and, therefore, declare a need to remove the Grantee's improvements. In that event, Grantor shall give Grantee one hundred eighty (180) days' written notice of revocation and cancellation of this License. Grantee shall have a reciprocal right of cancellation of this License upon one hundred eighty (180) days' written notice to the Grantor.

6. During the term of this License, Grantor shall bear no responsibility for the maintenance of any improvements made by Grantee within the property, and Grantee shall, at Grantee's sole expense, keep all such improvements in good order and repair.

7. Grantee shall not directly or indirectly assign, sublease, hypothecate, sell, mortgage, encumber or otherwise transfer this License or any interest therein without the written permission of Grantor.

8. To the extent permitted by law, the Grantee shall indemnify, defend, and hold the Grantor harmless from all claims and reasonable costs associated with this License. This provision relating to indemnification shall be subject to the limitations of liability set forth in Section 768.28, Florida Statutes. Nothing in this section shall operate as a waiver of sovereign immunity on the part of the Grantee or the Grantor.

9. Grantee, at all times during the term hereof, shall carry public liability insurance against personal injury and property damage with a company authorized to conduct business in the State of Florida and satisfactory to the Grantor, protecting the City of St. Augustine against any and all claims for damages to persons or property as a result of or arising out of the use and maintenance by Grantee of the Grantor's right-of-way. Said insurance shall name the City of St. Augustine as an additional insured with



Limits of coverage not less than: \$200,000, bodily injury or death, each person; \$300,000, bodily injury or death, each accident; \$200,000, property damage, each individual claim; and \$300,000, property damage, each accident. Grantee shall supply written proof of insurance to Grantor within fifteen (15) days of the date of execution of this License and shall continue to supply such proof to Grantor annually on the anniversary date of the execution of this License. Grantor's representative with regard to providing the written proof required herein shall be the City Manager for the City of St. Augustine, P.O. Box 210, St. Augustine, Florida, 32085-0210, unless and until Grantor notifies Grantee otherwise in writing.

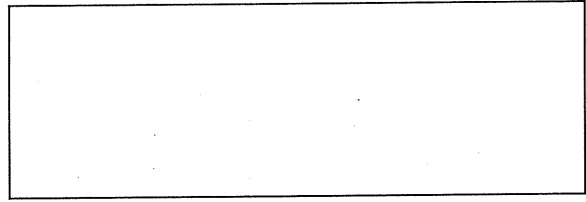
10. Upon the notice of termination or cancellation of this License by Grantor or Grantee, this License shall become null and void, at which time Grantee shall remove all improvements located within the property within thirty (30) days of receipt of such notice of termination or cancellation. If such improvements are not removed within thirty (30) days of initial notice, Grantor may remove such structures, and Grantee shall pay Grantor's costs of such removal within thirty (30) days of receipt of notice of such costs. If Grantee fails to pay such costs within thirty (30) days of notice, Grantee shall be liable for all costs of collection, including court costs and attorney's fees incurred by Grantor to collect such costs.

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

12. For any litigation arising out of the interpretation or enforcement of the terms and conditions of this License, venue shall lie exclusively in a court of competent jurisdiction located in St. Johns County, Florida.

13. Grantee, by acceptance of this License, acknowledges that the Grantee, and the Grantee's heirs, assigns and successors shall be unequivocally bound by the terms and covenants contained in this License.

* * * **SIGNATURES APPEAR ON THE FOLLOWING PAGE** * * *



IN WITNESS WHEREOF, the parties hereto have executed this Agreement,
this _____ day of _____, 2019.

GRANTOR:

**CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation**

ATTEST:

By: _____
Tracy Upchurch, Mayor

Darlene Galambos, City Clerk

(SEAL)

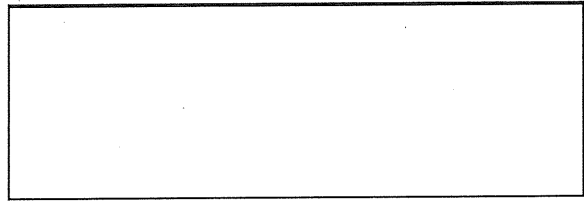
STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Tracy Upchurch, Mayor of St. Augustine, Florida**, who is personally known to me and is the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this _____ day of _____,
20____.

Notary Public, State of Florida

* * * SIGNATURES CONTINUE ON THE FOLLOWING PAGE * * *



Signed, sealed and delivered
in the presence of:

GRANTEE,

Witness

Printed Name: _____

_____, County Administrator

Witness

Printed Name: _____

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, _____, who is personally known to me or who has produced _____ as identification and is the individual described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

20____. Witness my hand and official seal, this ____ day _____.

Notary Public, State of Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

CITY ATTORNEY

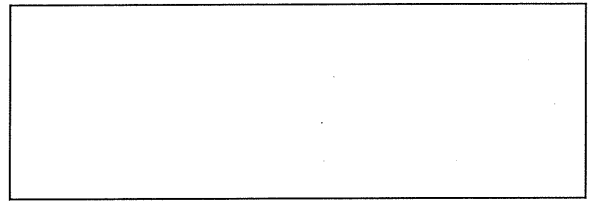


EXHIBIT "A"

LEGAL DESCRIPTION

A parcel of land in Section 41, Township 7 South, Range 29 East, St. Johns County, Florida, being more particularly described as follows:

Beginning at the intersection of the East line of Woodlawn Street (as indicated on Map of New Augustine dated June 1918, on file in the Public Records of said County) with the South line of King Street, said South line of King street being 35 feet South of center line of King Street as now constructed; thence North 88 degrees 44 minutes East, on said South line of King Street, 101.32 feet; thence South 1 degrees 16 minutes West, on the center line of a creek and the center line of a 30 foot width drainage easement recorded in Official Records Book 46, Page 674, of said Public Records, 51.77 feet; thence continuing on said center line South 22 degrees 10 minutes East, 51.61 feet; thence South 88 degrees 44 minutes West, 121.94 feet; thence due North, on said East line of Woodlawn Street, 100.00 feet to the point of beginning.





CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Lucy Fountain
Administrative Coordinator

DATE: December 20, 2019

RE: Consent Agenda Item for the January 13, 2020 City Commission Meeting;
Right-Of-Way License Agreement

Please included the attached license agreement for the use of City right-of-way. The applicant is to allow for the existing wood fence, stairs and historic coquina block wall to remain in a portion of the right-of-way. The agreement also allows for installing a paver driveway and walkway.

Sincerely,

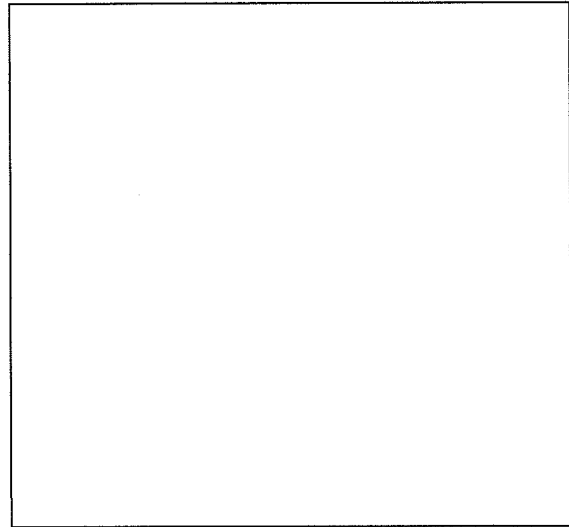
A handwritten signature in blue ink, appearing to read "Todd Grant", is written over a horizontal line.

Todd Grant, P.G.
Utility Director

Attachment

cc: Meredith Breidenstein, Assistant City Manager
Isabelle Lopez, City Attorney

This instrument was prepared under the direction and supervision of Isabelle C. Lopez, City Attorney, P.O. Box 210, St. Augustine, Florida 32085

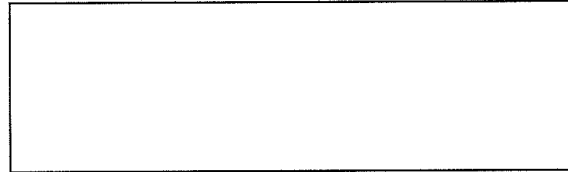


LICENSE FOR USE OF CITY RIGHT-OF-WAY

COMES NOW **THE CITY OF ST. AUGUSTINE, FLORIDA**, a Florida municipal corporation ("LICENSOR"), whose address is P.O. Box 210, St. Augustine, Florida 32085, and grants to **JOSEPH L. BOLES, JR./TRUSTEE/DPOA** and **MAURINE M. BOLES**, owners ("LICENSEE"), whose address is 35 Mulberry Street, St. Augustine, Florida 32084, a non-exclusive, revocable License for the permissive use of the Grantor's public right-of-way known as Portion of the Abbott Tract Subdivision Right-Of-Way located on the south side of Mulberry Street, situated in the State of Florida, County of St. Johns, and City of St. Augustine and described in composite Exhibit "A," attached hereto and incorporated herein by reference.

This License is subject to the following terms and conditions:

1. The LICENSOR may revoke this License at any time by delivery to the Grantee of written notice of revocation directed to the LICENSEE.
2. All notices required by this License shall be effected by delivery of said notice in writing to the recipient party by U.S. Mail, certified, return receipt requested. All notices shall be sent to the address of the recipient LICENSOR or LICENSEE and as described herein.
3. LICENSOR grants this License to LICENSEE on a continuing basis for use of the LICENSOR'S right-of-way but only to the extent required by LICENSEE for the use and maintenance of the existing historic coquina block wall and wood fence and for the installation of landscaping and a paver walkway and driveway apron, located by the LICENSEE within a portion of said right-of-way as shown in Exhibit "A," attached hereto and incorporated herein by reference. LICENSEE shall not use the property for parking, storage or placement of any structure other than the afore mentioned items described herein without the written permission of the City Manager or his or her designee.



4. LICENSEE shall not occupy or use said right-of-way, nor shall LICENSEE permit the occupation or use of said right-of-way, for any purpose other than those purposes expressly permitted by this License.

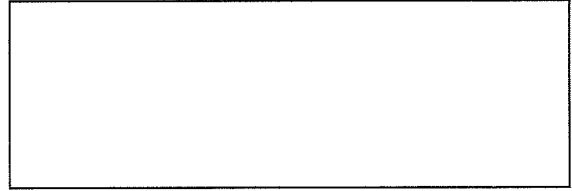
5. In addition to any other reservations made herein, LICENSOR, in its sole discretion, may deem it in the public interest to use the subject right-of-way, or any portion thereof, for any public purpose and, therefore, declare a need to remove the LICENSEE'S improvements. In that event, LICENSOR shall give LICENSEE one hundred eighty (180) days' written notice of revocation and cancellation of this License. LICENSEE shall have a reciprocal right of cancellation of this License upon one hundred eighty (180) days' written notice to the LICENSOR.

6. During the term of this License, LICENSOR shall bear no responsibility for the maintenance of any improvements made by LICENSEE within the right-of-way, and LICENSEE shall, at LICENSEE'S sole expense, keep all such improvements in good order and repair.

7. LICENSEE shall not directly or indirectly assign, sublease, hypothecate, sell, mortgage, encumber or otherwise transfer this License or any interest therein without the written permission of LICENSOR.

8. LICENSEE shall indemnify LICENSOR and hold LICENSOR harmless for any and all claims for damages, costs and expense to any person or property, whether real or personal, due to any act or omission of LICENSEE, or any representative, agent, customer or employee of LICENSEE, arising out of the use of the LICENSOR'S property subject to this License. This provision shall be full and total indemnity against any kind or character of claim whatsoever which may be asserted against the City of St. Augustine by reason of, or as a consequence of, having granted permission to LICENSEE to use and maintain the LICENSOR'S right-of-way. LICENSEE, by acceptance of this License, hereby agrees to defend on behalf of the City any and all suits, claims or causes of action brought against the City of St. Augustine and to pay any judgment or judgments which may be rendered against the City of St. Augustine in connection therewith.

9. LICENSEE, at all times during the term hereof, shall carry public liability insurance against personal injury and property damage with a company authorized to conduct business in the State of Florida and satisfactory to the LICENSOR, protecting the City of St. Augustine against any and all claims for damages to persons or property as a result of or arising out of the use and maintenance by LICENSEE of the LICENSOR'S right-of-way. Said insurance shall name the City of St. Augustine as an additional insured with



limits of coverage not less than: \$200,000, bodily injury or death, each person; \$300,000, bodily injury or death, each accident; \$200,000, property damage, each individual claim; and \$300,000, property damage, each accident. LICENSEE shall supply written proof of insurance to LICENSOR within fifteen (15) days of the date of execution of this License and shall continue to supply such proof to LICENSOR annually on the anniversary date of the execution of this License. LICENSOR'S representative with regard to providing the written proof required herein shall be the City Manager for the City of St. Augustine, P.O. Box 210, St. Augustine, Florida, 32085-0210, unless and until Grantor notifies Grantee otherwise in writing.

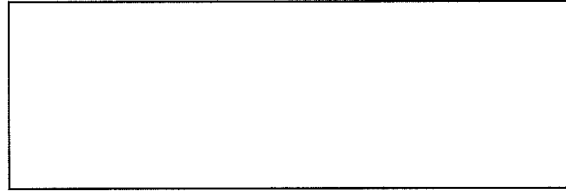
10. Upon the notice of termination or cancellation of this License by LICENSOR or LICENSEE, this License shall become null and void, at which time LICENSEE shall remove all improvements located within the right-of-way, if so requested by LICENSOR, within thirty (30) days of receipt of such notice of termination or cancellation. If such improvements are not removed within thirty (30) days of initial notice, LICENSOR may remove such structures, and LICENSEE shall pay LICENSOR'S costs of such removal within thirty (30) days of receipt of notice of such costs. If LICENSEE fails to pay such costs within thirty (30) days of notice, LICENSEE shall be liable for all costs of collection, including court costs and attorney's fees incurred by LICENSOR to collect such costs.

11. LICENSEE, at LICENSEE'S expense, shall record this License in the Public Records of St. Johns County, Florida.

12. For any litigation arising out of the interpretation or enforcement of the terms and conditions of this License, venue shall lie exclusively in a court of competent jurisdiction located in St. Johns County, Florida.

13. LICENSEE, by acceptance of this License, acknowledges that the LICENSEE, and the LICENSEE'S heirs, assigns and successors shall be unequivocally bound by the terms and covenants contained in this License, including specifically the provisions of paragraphs 6, 8 and 9 herein.

* * * **SIGNATURES APPEAR ON THE FOLLOWING PAGE** * * *



IN WITNESS WHEREOF, the parties hereto have executed this Agreement,
this _____ day of _____, 20__.

LICENSOR:

**CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation**

ATTEST:

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

Darlene Galambos, City Clerk

(SEAL)

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, **John P. Regan, P.E., City Manager of St. Augustine, Florida**, who is personally known to me and is the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this _____ day of _____, 201__.

Notary Public, State of Florida

* * * SIGNATURES CONTINUE ON THE FOLLOWING PAGE * * *



Signed, sealed and delivered
in the presence of:

LICENSEE,

Witness

Printed Name:

Jennifer Solomon

Joseph L. Boles, Jr./Trustee/DPOA

Witness

Printed Name:

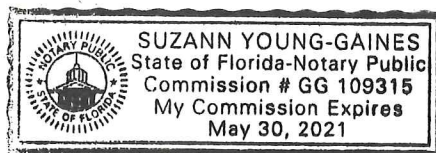
Suzann Young-Gaines

Maurine M. Boles

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, Joseph L. Boles, Jr./Trustee/DPOA and Maurine M. Boles, who are personally known to me or have produced _____ as identification and are both described in and who executed the foregoing instrument and who acknowledged before me that they executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 11th day December, 2019.



Notary Public, State of Florida

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

CITY ATTORNEY

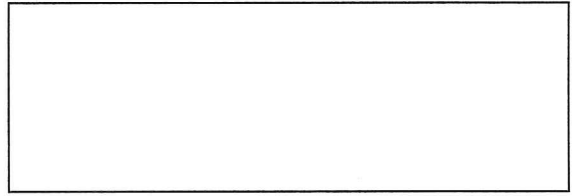
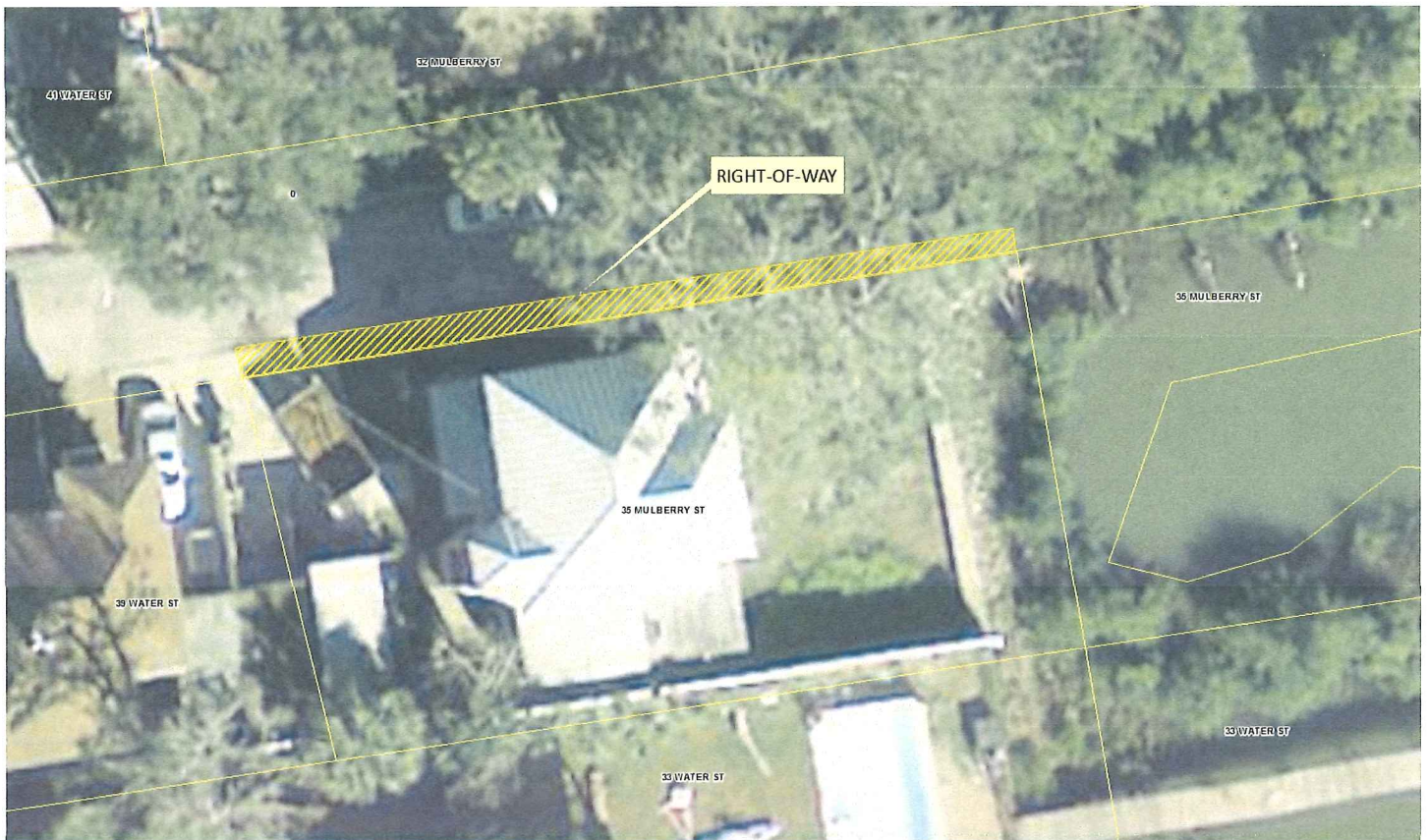


EXHIBIT "A"



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan
City Manager

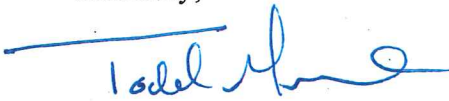
DATE: December 20, 2019

RE: Consent Agenda Item for January 13, 2020 City Commission Meeting;
Refund of Cash Bond and Release of Utility Easement
to D.R. Horton, Inc. - Jacksonville
Northridge Lakes Units 5, 6 and 7

The City's Utility Department has determined that the cash bond currently held in escrow by the City in accordance with the Maintenance and Escrow Agreement between D.R. Horton and the City of St. Augustine dated October 11, 2017 and recorded in OR Book 4466, Pages 413 through and including 416 of the Public Records of St. Johns County, and the Easement for Utilities granted by D.R. Horton to the City of St. Augustine on October 11, 2017 and recorded in OR Book 4466, Pages 406 through and including 412 of the Public Records of St. Johns County, Florida, are no longer necessary for public purposes, and therefore, recommends the City refund the cash bond amount of \$17,800 to D.R. Horton, Inc. - Jacksonville, and release all its right, title and interest in the property.

Please add this request to the Consent Agenda and if you should have any questions, please do not hesitate to contact me. Thank you.

Sincerely,

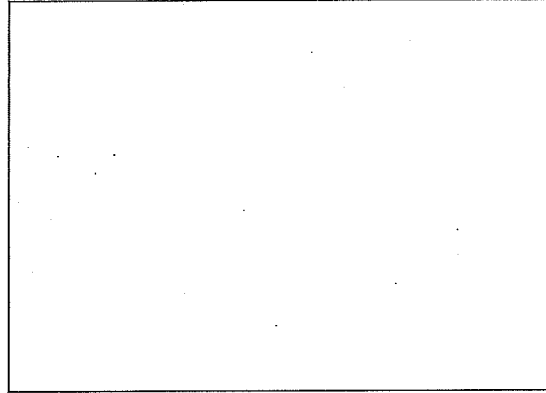


Todd Grant, P.G.
Utility Director

Attachments: Release of Easement

cc: Meredith Breidenstein, Assistant City Manager
Isabelle Lopez, City Attorney

This instrument was prepared under the supervision and direction of Isabelle C. Lopez, City Attorney, P.O. Box 210, St. Augustine, Florida 32085



RELEASE OF EASEMENT

THIS RELEASE is made and entered this ____ day of _____, 20__, by the **CITY OF ST. AUGUSTINE, FLORIDA**, E.I.D. No. 59-6000420, whose address is P.O. Box 210, St. Augustine, Florida, 32085-0210, hereinafter referred to as "CITY".

WITNESSETH:

1. That by virtue of an easement from **D.R. Horton, Inc. - Jacksonville**, granted October 11, 2017 and recorded at Official Records Book 4466, Page(s) 406 through 412, Public Records of St. Johns County, Florida, the CITY acquired a permanent easement for constructing and laying a water distribution system and sanitary sewer system, and to now and at all times repair and maintain same through, over and across the following described land in the City of St. Augustine, St. Johns County, Florida ("PROPERTY"), to-wit:

SEE EXHIBIT "A" ATTACHED

2. That the CITY has determined that the CITY'S interest in said easement is no longer necessary for public purposes.

THEREFORE, in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the CITY hereby releases all its right, title and interest in the Property described herein and releases the Property from any obligations that CITY may have acquired pursuant to the easement described above.

IN WITNESS WHEREOF, the CITY has caused this instrument to be executed on the date first above written.

ATTEST:

**CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation**

Darlene Galambos, City Clerk

By: _____
TRACY W. UPCHURCH, MAYOR

(SEAL)

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

Witness my hand and official seal in St. Johns County, State of Florida, this _____ day of _____, 20__.

Notary Public, State of Florida

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Isabelle C. Lopez, City Attorney

EXHIBIT "A" (page 1 of 7)

This instrument was prepared under the supervision and direction of Isabelle C. Lopez, City Attorney, P.O. Box 210, St. Augustine, FL, 32085

Public Records of St. Johns County, I
Clerk number: 2017079323
BK: 4466 PG: 406
11/21/2017 4:17 PM
Recording \$61.00
Doc. D \$0.70

EASEMENT FOR UTILITIES

THIS EASEMENT executed and given this 11 day of October, 2017 by **D.R. Horton, Inc. - Jacksonville**, with an address of 4220 Race Track Road, St. Johns, FL 32259, hereinafter called "Grantor," to **THE CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation, E.I.D. No. 59-6000420, whose address is P.O. Box 210, St. Augustine, Florida, 32085-0210, hereinafter called "Grantee."

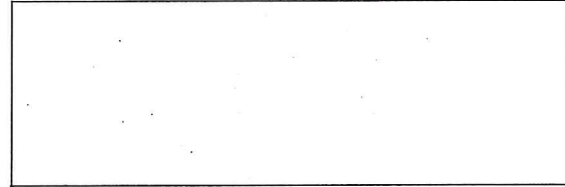
WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground water distribution system and gravity sewer collection system and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as "Utility Lines and Associated Equipment") over and upon the real property described on Composite Exhibit A attached hereto (the "Easement Area"); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

TO HAVE AND TO HOLD, unto Grantee, his successors and assigns for the purposes aforesaid. Said Grantor is lawfully seized of said land in fee simple and thereby has the authority to grant said easement.

EXHIBIT "A" (page 2 of 7)



The easement herein granted is subject to covenants, restrictions, easements, liens and encumbrances of record.

(a) Grantor reserves the right and privilege to use and occupy and to grant to others the right to use and occupy (i) the surface and air space over the Easement Area for any purpose which is consistent with the rights herein granted to Grantee; and (ii) subsurface of the Easement Area for other utility services or other purposes which do not interfere with the rights herein granted to Grantee, including, without limitation, the right to install, construct, operate, maintain, repair, replace and remove telecommunications, telephone, telegraph, electric, gas and drainage facilities and foundations, footing and/or anchors for surface improvements.

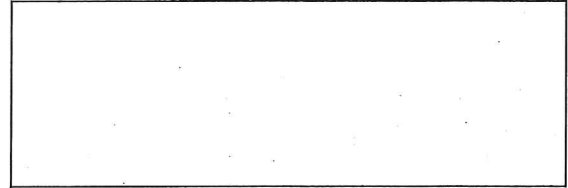
(b) All Utility Lines and Associated Equipment will be installed, operated and maintained at all times beneath the surface of the Easement Area provided that the same may be temporarily exposed or removed to the surface when necessary or desirable for the purpose of repairing and/or replacing the same. Provided, however, that Associated Equipment that is customarily installed above ground may be installed above ground subject to the right of Grantor, consistent with good engineering practices to approve the location of such above ground installation in its reasonable discretion.

(c) The easement granted by this instrument may be relocated to a location acceptable to the Grantee at any time upon Grantor's request provided that Grantor bears the cost of relocating the Utility Lines and Associated Equipment located within the Easement area. At Grantor's request, and upon relocation of such lines at Grantor's expense, Grantee and Grantor shall execute an instrument in recordable form relocating the easement hereby granted to the new Easement Area designated by and in the title of the Grantor.

(d) Grantee shall exercise the easement rights conveyed herein in a manner which will not unreasonably interfere with use and occupancy of residential or commercial improvements constructed upon the adjacent property owned by Grantor.

2. (a) **WATER SYSTEM** - The Grantee shall maintain all water mains and other elements of the water distribution system up to and including the water meter or meters. Grantor or Grantor's successors and assigns shall be responsible for maintaining any water lines between the water meter and the improvements served by the utility system.

EXHIBIT "A" (page 3 of 7)



(b) GRAVITY SEWER SYSTEM - Grantee, by acceptance of this Easement, hereby agrees to maintain sewer force mains and gravity sewer lines located within the Easement Area. The Grantee's maintenance of gravity sewer lines shall extend "manhole

to manhole", but shall not include a responsibility for maintenance of sewer service laterals; The Grantor or Grantor's successors and assigns shall be responsible for the maintenance of such sewer service laterals. Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals.

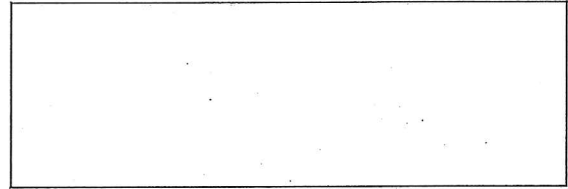
3. After any installation, construction, repair, replacement or removal of any utility lines or equipment as to which easement rights are granted, Grantee shall refill any holes or trenches in a proper and workmanlike manner to the condition existing prior to such installation, construction, repair, replacement or removal, but Grantee shall not be responsible for restoration of sod, landscaping, planting, pavement or other surface improvements which are required to be removed in connection with installation, construction, repair, replacement or removal of utility lines or equipment. To the extent permitted by law, however, Grantee shall be responsible for damage to improvements that are caused by Grantee's negligence.

4. This Grant of Easement shall inure to the benefit of and be binding of and be binding upon Grantee and its successors and assigns.

5. For the purposes of the terms and conditions of this Grant of Easement, "Grantor" means the owner from time to time of the Easement Area or any part thereof.

* * * JURAT CONTINUES ON THE FOLLOWING PAGE * * *

EXHIBIT "A" (page 4 of 7)



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed by its duly authorized officer and its corporate seals to be hereunto affixed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

D.R. Horton, Inc. – Jacksonville, a
Delaware corporation

Witness

Print Name

Witness

Print Name

By:

Its: Philip A. Frumento, Vice President
(Printed Name and Title)

State of FL
County of St. Johns

The foregoing instrument was acknowledged before me this 11 day of October, 2017, by Philip A. Frumento, the Vice President of D.R. Horton, Inc. – Jacksonville, a Delaware corporation, on behalf of the corporation, who is personally known to me or has produced as identification.



DEBORAH E. MCCLURE
MY COMMISSION # GG 009987
EXPIRES: July 10, 2020
Bonded Thru Budget Notary Services

Deborah E. McClure
Notary Public

EXHIBIT "A" (page 5 of 7)

COMPOSITE EXHIBIT "A" EASEMENT AREA DESCRIPTION

A PORTION OF SECTION 81, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

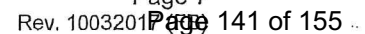
FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF TRACT "A" (LANDSCAPE BUFFER) AS SHOWN ON MAP OF NORTHRIDGE LAKES, UNIT 5 AS RECORDED IN MAP BOOK 85, PAGES 13 THROUGH 20 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,525.00 FEET, A DISTANCE OF 94.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 82° 46' 23" EAST, 94.97 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,475.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 130.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83° 31' 25" EAST, 130.49 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 11,225.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 134.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 86° 24' 06" EAST, 134.31 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 48° 07' 37" EAST, 35.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 02° 59' 59" EAST A DISTANCE OF 104.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 535.32 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 152.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11° 10' 52" EAST, 152.36 FEET; THENCE SOUTH 70° 38' 14" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 485.32 FEET, A DISTANCE OF 138.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11° 10' 52" WEST, 138.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 02° 59' 59" WEST A DISTANCE OF 104.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42° 13' 05" EAST, 35.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 87° 26' 09" EAST A DISTANCE OF 63.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 51° 34' 11" EAST, 32.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 62.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 223.32 FEET; SAID ARC BEING SUBTENDED BY A CHORD BEARING OF SOUTH 66° 14' 05" EAST, 120.73 FEET; THENCE SOUTH 50° 17' 05" EAST A DISTANCE OF 156.20 FEET; THENCE SOUTH 87° 26' 16" EAST A DISTANCE OF 36.13 FEET TO A POINT ON THE WEST LINE OF "FORCE MAIN AND LIFT STATION EASEMENT" PER OFFICIAL RECORDS BOOK 3974, PAGE 267 OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 00° 00' 05" WEST ALONG LAST SAID WESTERLY LINE OF OFFICIAL RECORDS BOOK 3974, PAGE 267 A DISTANCE OF 30.03 FEET; THENCE NORTH 87° 26' 16" WEST A DISTANCE OF 47.55 FEET; THENCE NORTH 50° 17' 05" WEST, A DISTANCE OF 172.40 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 62.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 53.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 89° 49' 11" WEST, 51.69 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET, THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 17.57 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 85° 19' 05" WEST, 17.21 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 125.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.91 FEET, SAID ARC BEING SUBTENDED BY A

EXHIBIT "A" (page 6 of 7)

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THE LANDS THUS DESCRIBED CONTAIN 1.44 ACRES, MORE OR LESS.

COMPOSITE EXHIBIT "A"
EASEMENT AREA SKETCH



MAINTENANCE AND ESCROW AGREEMENT

THIS AGREEMENT, is made and entered into by and between **D.R. Horton, Inc. - Jacksonville**, a Delaware Corporation (hereinafter called the "**Principal**"), as Principal, whose mailing address is 4220 Race Track Road, St. Johns, FL 32259, and **CITY OF ST. AUGUSTINE, FLORIDA** (hereinafter called the "**City**"), a municipal corporation of the State of Florida, whose address is P.O. Box 210, St. Augustine, Florida 32085.

WITNESSETH:

WHEREAS, Principal has constructed and installed certain improvements known as Northridge Lakes, Unit 6 located at:

A PORTION OF SECTION 81, TOWNSHIP 6 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, COMMENCE AT THE SOUTHEAST CORNER OF TRACT "A" (LANDSCAPE BUFFER) AS SHOWN ON MAP OF NORTHRIDGE LAKES, UNIT 5 AS RECORDED IN MAP BOOK 85, PAGES 13 THROUGH 20 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1,525.00 FEET, A DISTANCE OF 94.99 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 82° 46' 23" EAST, 94.97 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY AND HAVING A RADIUS OF 1,475.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 130.53 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 83° 31' 25" EAST, 130.49 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 11,225.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 134.31 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 86° 24' 06" EAST, 134.31 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 39.38 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 48° 07' 37" EAST, 35.43 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 02° 59' 59" EAST A DISTANCE OF 104.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 535.32 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 152.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 11° 10' 52" EAST, 152.36 FEET; THENCE SOUTH 70° 38' 14" EAST A DISTANCE OF 50.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 485.32 FEET, A DISTANCE OF 138.60 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 11° 10' 52" WEST, 138.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 02° 59' 59" WEST A DISTANCE OF 104.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 39.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 42° 13' 05" EAST, 35.49 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 87° 26' 09" EAST A DISTANCE OF 63.24 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 35.77 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 51° 34' 11" EAST, 32.80 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 62.00 FEET; THENCE EASTERLY ALONG THE ARC

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THE LANDS THUS DESCRIBED CONTAIN 1.44 ACRES, MORE OR LESS;

(hereinafter called the "Improvements"), including but not limited to sanitary sewer being installed consisting of sewer manholes MH1 to MH 6 and gravity sewer mains between these manholes, the master pump station, and MH15 in Unit 5; 15' wide access road with stabilized and compacted 12" subgrade 95%, and 8" crushcrete; and backfill around manholes at 95% with compaction in 6" lifts; and

WHEREAS, the aforesaid improvements were made pursuant to and in accordance with the specifications of the Northridge Lakes Utility Construction Sequence for Units 5, 6, and 7 letter dated the 10th day of March 2017 (hereinafter called the "Utility Construction Sequence Letter"), a copy of which is attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the CITY has requested and the Principal has agreed that said work be guaranteed as having been constructed and installed in accordance with the Utility Construction Sequence Letter, the ordinances of the Code of the City of St. Augustine, Florida, the statutes, laws and regulations of the State of Florida and the statutes, laws and regulations of any agency exercising

Northridge Lakes Cash Maintenance Bond
Page 2 of 4
Form Rev. 10032017 (FB)

jurisdiction over the work, and that said work be guaranteed against failure because of defective workmanship or material, performed or furnished by said Principal for a period of 1 year(s) from date of completion and acceptance, normal wear and tear excepted; and

WHEREAS, Principal is obligated to protect City against any and all defects resulting from faulty materials, workmanship or failures of said improvements for a period of 1 year(s) from the date of execution of the last party to execute this Agreement; and

WHEREAS, to guarantee performance of said obligations by Principal, Principal has furnished to City cash (U.S. Currency) in the sum of (\$17,800.00),

NOW, THEREFORE, in consideration of the agreements and promises herin made and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. The City agrees to accept the Improvements into the City Utility System upon the date this Agreement is executed by the last party to execute same and to accept the aforementioned cash as security for the maintenance obligation of the Principal.
2. The Principal hereby deposits in escrow with City, the sum of Seventeen Thousand, Eight Hundred Dollars (\$17,800.00) for the maintenance against any and all defects resulting from faulty materials, workmanship or failure thereof and any resulting damage to City Utilities.
3. The Principal agrees that City shall have the right to correct any defects or damage arising from failure of Improvements due to faulty materials, workmanship or failure thereof and any resulting damage.
4. The Principal further agrees that City shall provide cost invoice of repairs and be reimbursed for all cost of repairs arising from said failures by disbursement from these escrowed funds.
5. Upon expiration of the duration of this Agreement, an accounting of funds deposited into escrow and all disbursements shall be provided to Principal and any remaining fund balance disbursed to Principal.

***** JURAT CONTINUES ON FOLLOWING PAGE *****

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, intending to be legally bound, this 11 day of October, 2017.

Signed, sealed and delivered
in the presence of:

[Signature]
Witness
Printed Name: Anthony Sharp

D.R. Horton, Inc. – Jacksonville, a
Delaware Corporation
(name of property owner)

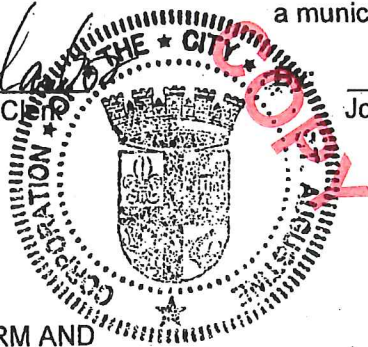
By: [Signature]
Philip A. Frumento, Vice President
(Printed Name and Title)

[Signature]
Witness
Printed Name: Deborah Miller

ATTEST:

[Signature]
Darlene Galambos, City Clerk

(SEAL)



CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

[Signature]
John P. Regan, P.E., City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

[Signature]
City Attorney, Isabelle C. Lopez, Esq.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: December 30, 2019

RE: **SEAVIN, INC. V. CITY OF ST. AUGUSTINE – INVOICES FOR PROFESSIONAL SERVICES**

Enclosed please find Invoice No. 17-2019-11-1711 dated December 2, 2019 and Invoice No. 18-2019-12-1711 dated December 26, 2019 from Cavendish Partners, P.A. for legal services rendered in November 2019 and December 2019, respectively, regarding the Seavin, Inc. v. City of St. Augustine matter.

The amount currently due for both invoices is **\$7,248.00**. We have reviewed the billing and submit same to you for placement on the consent agenda for the January 13, 2020 City Commission meeting.

*WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEY'S
FEES AND COSTS ON THIS MATTER EQUALS \$63,417.65.*

Thank you.



Isabelle C. Lopez
City Attorney

/sl
Attachments

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

CAVENDISH PARTNERS P.A.

200 West Forsyth Street, Suite 1610
Jacksonville, FL 32202

INVOICE

Date: 12/02/2019
Invoice #: 17-2019-11-1711
Matter: Seavin, Inc.
File #: 1711

INVOICE TOTAL AND BALANCE DUE **\$3,888.00**

Bill To:

Isabelle Lopez, City Attorney
75 King Street
P.O. Box 210
St Augustine, FL 32085

Due Date: 12/31/2019

Please Remit Payment To:

Cavendish Partners. P.A.
200 West Forsyth Street,
Suite 1610
Jacksonville, FL 32202

**PAYMENTS RECEIVED AFTER 11/03/2019 ARE
NOT REFLECTED IN THIS BALANCE DUE INVOICE**

**CAVENDISH
PARTNERS**
P.A.

200 West Forsyth Street, Suite 1610
Jacksonville, FL 32202

INVOICE

Date: 12/26/2019
Invoice #: 18-2019-12-1711
Matter: Seavin, Inc.
File #: 1711

INVOICE TOTAL AND BALANCE DUE **\$3,360.00**

Bill To:

Isabelle Lopez, City Attorney
75 King Street
P.O. Box 210
St Augustine, FL 32085

Due Date: 01/30/2020

Please Remit Payment To:

Cavendish Partners. P.A.
200 West Forsyth Street,
Suite 1610
Jacksonville, FL 32202

**PAYMENTS RECEIVED AFTER 12/25/2019 ARE
NOT REFLECTED IN THIS BALANCE DUE INVOICE**

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: December 30, 2019

RE: **PARKER L. DOAN REVOCABLE TRUST LITIGATION – INVOICE FOR PROFESSIONAL SERVICES**

Enclosed please find Invoice No. 02-2019-12-1820 from Cavendish Partners, P.A. for legal services rendered in December 2019, regarding the Parker L. Doan Revocable Trust litigation matter.

The amount currently due is **\$728.00**. We have reviewed the billing and submit same to you for placement on the consent agenda for the January 13, 2020 City Commission meeting.

*WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEY'S
FEES AND COSTS ON THIS MATTER EQUALS \$1,736.00.*

Thank you.



Isabelle C. Lopez
City Attorney

/sl
Attachment

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

CAVENDISH PARTNERS

P.A.

200 West Forsyth Street, Suite 1610
Jacksonville, FL 32202

INVOICE

Date: 11/01/2019
Invoice #: 02-2019-12-1820
Matter: Doan Trust
File #: 1820

INVOICE TOTAL AND BALANCE DUE \$728.00

Bill To:

Isabelle Lopez, City Attorney
75 King Street
P.O. Box 210
St Augustine, FL 32085

Due Date: 01/30/2020

Please Remit Payment To:

Cavendish Partners. P.A.
200 West Forsyth Street,
Suite 1610
Jacksonville, FL 32202

**PAYMENTS RECEIVED AFTER 12/27/2019 ARE
NOT REFLECTED IN THIS BALANCE DUE INVOICE**

