



CITY OF ST. AUGUSTINE CITY COMMISSION
City Commission Meeting-April 14, 2025
MONDAY, APRIL 14, 2025 - 5:00 PM
ALCAZAR ROOM

1. CALL TO ORDER

- ◆ Roll Call
- ◆ Moment of Silence and Pledge of Allegiance

2. ADMINISTRATIVE ITEMS

- ◆ Modification and Approval of REGULAR AGENDA

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

- 3.A. Proclamation 2025-07:** Proclaims April 2025 as Sexual Assault Awareness Month. (*B. Blonder, Vice-Mayor*)
- 3.B. Proclamation 2025-12:** Proclaims Saturday, April 26, 2025 as World T'ai Chi & Qigong Day. (*N. Sikes-Kline, Mayor*)
- 3.C. Proclamation 2025-13:** Proclaims April 2025 as Water Conservation Month. (*B. Blonder, Vice Mayor*)
- 3.D. Proclamation 2025-18:** Proclaims April 2025 as National Poetry Month. (*N. Sikes-Kline, Mayor*)

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

- ◆ 3 minutes per individual

5. CONSENT AGENDA

6. APPEALS

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

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

7.A. General Public Presentations

7.B. Items of Great Public Importance

7.C. Other Items Requiring Public Hearing

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

8.A. Ordinances - Second Reading

8.A.1. Ordinance 2025-05: Amends the Zoning Designation of 0.34 acres of property from City of St. Augustine Residential Single family-one (RS-1) to City Planned Unit Development (PUD) at 10 Carrera Street. *(A. Skinner, Director Planning and Building)*

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 2025-06: Imposes restrictions on mobile vendors during Nights of Lights and July 4th Celebrations. *(I. Lopez, City Attorney)*

9.B. Resolutions

9.B.1. Resolution 2025-13: Authorizes the City Manager to execute a grant agreement with the Florida Department of Transportation to receive financial assistance for the STAR Circulator. *(R. Franklin, Assistant City Manager)*

10. STAFF REPORTS AND PRESENTATIONS

10.A. Vehicles for Hire (Ch27) and Franchises (Sightseeing Motor Vehicles Franchise, Ch14) Ordinance Update. *(R. Franklin, Assistant City Manager)*

10.B. Review of Public Art Installation. *(D. Birchim, City Manager)*

11. ITEMS BY CITY ATTORNEY

12. ITEMS BY CITY CLERK

12.A. Request for One (1) appointment–St. Augustine Police Officers' Retirement Board. *(D. Galambos, City Clerk)*

12.B. Request for appointment to fill three (3) Term Expirations-Lincolnvillle Redevelopment Area Steering Committee (LCRA). *(D. Galambos, City Clerk)*

12.C. Notification of Board Term Vacancy-Corridor Review Committee. *(D. Galambos, City Clerk)*

12.D. Reminder: Open Positions on Boards and Committees. *(D. Galambos, City Clerk)*

13. ITEMS BY CITY MANAGER

14. ITEMS BY MAYOR AND COMMISSIONERS

15. ADJOURN

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

CONSENT AGENDA -

- CA.1.** Preview of upcoming Commission meetings.
- CA.2.** **THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING: NONE.**
- CA.3. Reminder of Upcoming Meetings:**
- April 28, 2025 3:00PM–Community Redevelopment Agency Meeting
 - April 28, 2025 4:30PM–Adelaide Sanchez Award Presentation to the Sisters of St. Joseph
 - April 28, 2025 5:00PM–Regular City Commission Meeting
- CA.4. APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:**
- February 24, 2025, Regular City Commission Meeting
 - March 10, 2025, Regular City Commission Meeting
- CA.5. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):**
- 946 Pearl Street–Anthony and Patricia Dailey
- CA.6. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING).**
- Proclamation 2025-21:** Proclaims April 2025 as National Child Abuse and Neglect Prevention Month. *(J. Springfield, Commissioner)*
- CA.7. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED:**
- a.** **Proclamation 2025-17:** Proclaims April 9, 2025, as Education & Sharing Day, St. Augustine, FL. *(N. Sikes-Kline, Mayor)*
- b.** **Certificate of Recognition 2025-01CR:** Celebrates the retirement of Charlie Robles as General Manager of the Collector, Luxury Inn & Gardens. *(N. Sikes-Kline, Mayor)*
- CA.8.** Approves a Maintenance and Hold Harmless Agreement for installation and maintenance of a pedestrian crosswalk at the intersection of West King Street and South Whitney Street. *(R. Franklin, Assistant City Manager)*
- CA.9.** Approves the use of the City Crest in celebration of the 250th Anniversary of the United States of America. *(M. Wissel, Communications Director)*
- CA.10.** Approves the 2025 Schedule of Budget Meetings and Workshops for Fiscal Year 2026 Budget Preparation. *(M. Burns, Director of Financial Services)*
- CA.11.** Marlowe V. City of St. Augustine-Invoice for Professional Services. *(I. Lopez, City Attorney)*
- CA.12.** Approval of recommendations for the 2025 City Commission Citizenship Awards. *(C. Niles, Events & Venue Coordinator)*

- CA.13.** Order releasing the Code Enforcement lien levied against 125 Spoonbill Point Court as paid in full. (A. Owen, Assistant City Attorney)
- CA.14.** Approves the use of the City Crest for the ribbon-cutting celebration to commemorate the completion of the newly reconstructed Fort Mosé. (M. Wissel, Communications Director)

End Consent Agenda



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

Whereas, Sexual Assault Awareness Month is intended to draw attention to the fact that sexual violence is widespread and has public health implications for every community member of St. Augustine; and

Whereas, rape, sexual assault, and sexual harassment impact our community as seen by statistics indicating that one in five women will have experienced sexual assault by the time they complete college; and

Whereas, we must work together to educate our community about what can be done to prevent sexual assault and how to support survivors; and

Whereas, staff and volunteers of anti-violence programs at Betty Griffin Center encourage every person to speak out when witnessing acts of violence however small; and

Whereas, with leadership, dedication, and encouragement, there is compelling evidence that we can be successful in reducing sexual violence in St. Augustine through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; and

Whereas, Betty Griffin Center strongly supports the efforts of national, state and local partners, and of every citizen to actively engage in public and private efforts, including conversations about what sexual violence is, how to prevent it, how to help survivors connect with services, and how every segment of our society can work together to better address sexual violence.

NOW THEREFORE, the City Commission of the City of St. Augustine hereby proclaims the month of **April 2025** as **SEXUAL ASSAULT AWARENESS MONTH** in the City of St. Augustine.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of St. Augustine to be affixed this 14th day of April in the year of our Lord two thousand and twenty-five and the four hundred and fifty-ninth year of the founding of St. Augustine, the Nation's Oldest City.

Nancy Sikes-Kline, Mayor

2025-07

"Most Loyal and Valorous"

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



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

WHEREAS, *World T'ai Chi & Qigong Day* is now celebrated in hundreds of cities in over 70 nations annually, and

WHEREAS, *T'ai Chi & Qigong*, traditional Chinese exercises involve a series of mindful relaxed movements, and/or mind-body meditations increasingly found to benefit many health issues, for people of many fitness levels; and

WHEREAS, *T'ai Chi* has been called "medication in motion" by Harvard Health Publication for the myriad health benefits it offers, and numerous studies have pointed to the benefits of *T'ai Chi* as stress relief, improved balance and coordination, among the elderly, indicated by an Emory University School of Medicine in Atlanta study, and improved behavior for adolescents with Attention Deficit and Hyperactivity Disorder, indicated by the University of Miami School of Medicine study; and

WHEREAS, numerous other studies relating to stress and immune system and general health have been reviewed by the National Institute of Health and can be found at: www.tchain.com/taichi/ and www.worldtaichiday.org; and

WHEREAS, *T'ai Chi* and *Qigong* are used as helpful stress managers and behavior modifiers for drug abusers and prison inmates in penal systems throughout the State of Florida, including St Johns County; and

WHEREAS, *World T'ai Chi & Qigong Day* is meant to bring practitioners together, and allow people to learn more about *T'ai Chi* and *Qigong* through this day of celebration and practice, that will be celebrated around the world on Saturday, April 26, 2025; and

Now therefore, we, the St. Augustine City Commission hereby proclaims **Saturday, April 26, 2025**, as **World T'ai Chi & Qigong Day** and urges every resident to take time to acknowledge older adults and the people who serve them as powerful and vital individuals who greatly contribute to our community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of St. Augustine to be affixed this 14th day of April in the year of our Lord two thousand and twenty-five and the four hundred and fifty-ninth year of the founding of St. Augustine, the Nation's Oldest City.

Nancy Sikes-Kline, Mayor



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

***WHEREAS,** Florida's natural beauty, crystal blue waters and white sand beaches attract residents and visitors from around the world; and*

***WHEREAS,** clean and sustainable water resources are vital to Florida's environment, economy and quality of life; and*

***WHEREAS,** more than 90 percent of Florida's drinking water is supplied by underlying aquifers, and our quality of life and the economy depend upon a clean and healthy environment; and*

***WHEREAS,** Floridians consume more than 7.9 billion gallons per day of fresh water, and the future of Florida depends greatly upon the availability of water; and*

***WHEREAS,** The State of Florida, Water Management Districts and the City of St. Augustine are working together to increase awareness about the importance of water conservation; and*

***WHEREAS,** the City of St. Augustine and the State of Florida has designated April, typically a dry month when water demands are most acute, as Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and*

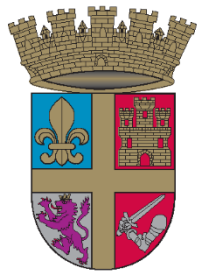
***WHEREAS,** the City of St. Augustine has always encouraged and supported water conservation, through various educational programs and special events; and*

***WHEREAS,** efficient irrigation design, programming, and maintenance can conserve water, and the City of St. Augustine encourages citizens and businesses to evaluate their irrigation systems for potential efficiency enhancements.*

***NOW, THEREFORE, BE IT PROCLAIMED** the City Commission of the City of St. Augustine, does hereby proclaim **April 2025** as "**Water Conservation Month**" and calls upon each citizen and business to help protect our precious resources by practicing water-saving measures and becoming more aware of the need to save water. For this, the 27th year of Water Conservation Month, there will be a special focus on irrigation system evaluations.*

***IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of St. Augustine to be affixed this 14th day of April in the year of our Lord two thousand and twenty-five and the four hundred and fifty-ninth year of the founding of St. Augustine, the Nation's Oldest City.*

Nancy Sikes-Kline, Mayor



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

***WHEREAS**, National Poetry Month seeks to highlight the extraordinary legacy and ongoing achievement of American poets; introduce Americans to the pleasures and benefits of reading poetry; bring poets and poetry to the public in immediate and innovative ways; make poetry an important part of our children's education; and*

***WHEREAS**, poetry, as an essential part of the arts and humanities, affects every aspect of life in America today, including education, the economy, and community pride and development; and*

***WHEREAS**, poetry has produced some of the nation's leading creative artists and has inspired other artists in fields such as music, theatre, film, dance, and the visual arts; and*

***WHEREAS**, St. Augustine served as the home or source of inspiration of numerous literary legends, including renowned authors Marjorie Kinnan Rawlings, Zora Neale Hurston and Pulitzer Prize-winning poet William Rose Benet; and*

***WHEREAS**, this literary tradition continues today through the work of local authors, supported in their efforts by organizations such as Ancient City Poets and our local arts agency, the St. Johns Cultural Council.*

***NOW, THEREFORE**, the City Commission of the City of St. Augustine does hereby proclaim the month of **April 2025**, as **NATIONAL POETRY MONTH** in St. Augustine; and encourages citizens to celebrate and promote the literary traditions and contributions of local authors during this month and throughout the year.*

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of St. Augustine to be affixed this 14th day of April in the year of our Lord two thousand and twenty-five and the four hundred and fifty-ninth year of the founding of St. Augustine, the Nation's Oldest City.*

Nancy Sikes-Kline, Mayor

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: April 3, 2025

RE: **Ordinance 2025-05 – Amending the Zoning Designation of 0.34 acres of Property from City of St. Augustine Residential Single family-one (RS-1) to City Planned Unit Development (PUD) at 10 Carrera Street – Second Reading and Public Hearing**

The property at 10 Carrera Street is approximately 0.34 acres in size is west of Cordova Street and adjacent to the Grace United Methodist Church. The current use of the property is residential with a home occupation.

The city's Future Land Use Map (FLUM) identifies this property as the Residential Low Density future land use designation as defined in the city's Comprehensive Plan. The owner is only requesting to rezone the property to The Hazel Henderson Center PUD. This application to rezone the property to city Planned Unit Development (PUD) is consistent with the existing land use category. The owner is proposing to continue the existing uses on the site, which include a caretaker residence, office, resource library and small meeting space.

The Planning and Zoning Board (PZB) first reviewed an application to change the land use and rezone the property to a residential medium category which allowed the proposed uses but would also allow additional uses that may not be compatible with the neighborhood. It was suggested that the applicant evaluate whether the use of a planned unit development would be feasible.

Subsequently, the applicant submitted an application to rezone the property to the proposed PUD. The PZB reviewed this application and made a positive recommendation to the City Commission at their meeting on March 4, 2025. The PZB also recommended that language be added to clarify excluded uses, signage would only be allowed per RS-1 regulations in the Sign Code, and that language be removed in the Maintenance Section of the PUD referring to transferring ownership. These changes have been made to the text of the PUD.

The City Commission heard this rezoning at First Reading at the March 24, 2025, City Commission meeting. The City Commission expressed some concerns related to the public benefit of the PUD and the potential use(s) or problems if the property were to be transferred.

The applicant has revised the PUD text based on these concerns to include more descriptive language outlining a community benefit. The text was also revised to include additional language under Section II Permitted Uses that more clearly states that the historic structure will remain, that the PUD is narrowly tailored, and refers to the historic survey of the property.

Additionally, language was added to clarify that if the property was transferred from Ethical Markets Media LLC that the property's zoning would revert back to the city's RS-1 zoning category.

These changes with the additional language are highlighted in yellow in the attached revised text. A "clean" version of this revised text is attached to the ordinance.

Attached you will find the highlighted version of the PUD text for your information to note the recommended changes, and the Ordinance with the attached PUD language and exhibits, and legal descriptions.

Per amended Florida Statutes requiring a business impact analysis for Ordinances after October 1, 2023, staff has included this business analysis, and it is attached for your information. It specifically confirms that this type of Ordinance is exempt from this requirement.

Included as part of this memorandum is a definition of the existing 2040 Comprehensive Plan land use category applicable to the property and a summary of proposed uses in the PUD as well as a comparison of the existing zoning district regulations with the proposed PUD. This information was also included in the March PZB staff report.

Please place Ordinance 2025-05 on the City Commission agenda for second reading and public hearing. If you have any questions, please let me know.



Amy McClure Skinner, AICP
Director
Planning and Building Department

Summary

Existing 2040 Comprehensive Plan Land Use Categories applicable to the Property

FLUE Objective 6.4

Residential Categories: The residential categories are established to provide for the preservation of existing, predominantly residential neighborhoods. These categories allow a range of housing types of single-family low, single-family medium, multi-family and residential mixed-use.

FLUE Policy 6.4.1

Promote a residential land use pattern that contributes to quality housing, livable neighborhoods and a variety of housing types and prices.

FLUE Policy 6.4.2

Preserve the character of the existing residential areas of the City through maintaining established standards for residential densities, and traditional building patterns, maintenance and traffic circulation.

FLUE Policy 6.4.3

Residential Low Density

This district is intended to apply to those neighborhoods designated for single-family dwellings and single-family type uses, as well as those uses compatible with low density single-family uses such as churches, child care centers, public and institutional uses, including schools consistent with the Public Schools Facilities Element, recreation and Open Land (Conservation) as appropriate so as to create and maintain a stable low intensity residential character.

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

Proposed PUD Description in the March Staff Report

This application is a request to rezone the approximately 0.34-acre property at 10 Carrera Street from Residential Single family-one (RS-1) to the Hazel Henderson Center Planned Unit Development: PUD.

The proposed plans for this property include:

From Section I of the PUD text: “In 2022, after Hazel Henderson's passing, we (Beth Binns Schoellkopf and Dr. Carol Spalding) became Trustees of Ethical Markets Media, LLC, specifically with Hazel Henderson's direction and stated intention to maintain the home as a residence and continue running her business, maintain her extensive private library for research and scholarly pursuits, and keep the meeting space for community and other activities that discuss integrative solutions for environmental protections, social entrepreneurship, and ethical governance. The Trustees are part time residents of St. Augustine. They share the home with a full-time caretaker living on the property. The business, Ethical Markets Media, supports a curated news feed, research, scholarly pursuits, web-based activities and meetings / classes. City business licenses have been in place since the mid-90s, granted to Hazel Henderson and Alan Kay, and have maintained an active license. Following a closer review of the local and State home based business statutes and beginning to ask for a change of zoning to RG-1 (medium density residential), and in conjunction with guidance from staff and the city planning and zoning board, we have come to believe the best way to maintain the business and types of activities that have been occurring for many years, appears to be a rezoning to this narrowly defined PUD. This would allow the primary use to remain a single-family home, maintain the character and scale as is, and allow for continuing current and historic uses for the community as a whole, without the RG-1 uses that might be undesirable. It is proposed to be narrowly and specifically defined in such a way as to prevent other types of businesses and medium density residential from being allowed in the case the property would ever need to be sold.”

The PUD process is designed to:

- (a) Promote more efficient and economic uses of land, including bypassed lands, land ripe for urban infill, and potential redevelopment projects;

As a promotion of more efficient and economic uses of land, this proposal complies.

- (b) Encourage a more compatible and harmonious development of contiguous lands;

Proposal complies as it is located within the urban core of St. Augustine.

- (c) Provide flexibility to meet changing needs, technologies, economics, and consumer preferences;

Proposal complies by providing flexibility for Ethical Markets Media LLC's changing needs that stem from the State of Florida's regulation of home based businesses.

- (d) Provide a process to assess a development's impact on the proposed site, the surrounding neighborhoods or areas, and the city as a whole;

The existing business model on-site is not changing.

- (e) Demonstrate the coordinating of architectural styles, building forms, and building relationships within a planned development, as well as, the planned developments relationship with the existing and preferred architectural context surrounding the project;

N/A

- (f) Provide an environment of consistent character compatible with the surrounding areas; and,

Proposal complies by providing an environment of consistent character compatible with the surrounding areas.

- (g) Permit specific limitations and requirements in excess of those included in other zoning districts, based on the unique characteristics of the individual site, where necessary to the public health, safety, or welfare, or for the protection or preservation of lands, neighborhoods or areas of the city deemed unique or historic based on the proposed location of the planned development.

Proposal complies by permitting specific limitations and requirements below those of the Residential General-One: RG-1 zoning district to address the concerns raised during the January 7th, 2025 meeting.

The applicant agreed to the suggestions made by the PZB at the March 4, 2025, meeting and amended the PUD text, as attached and attached to the Ordinance.

See the included table comparing the current RS-1 zoning district regulations to the proposed PUD, and existing land use and zoning maps.

Identification of each proposed development condition:

10 Carrera Street Zoned as Residential Single-Family-One: RS-1	10 Carrera Street Zoned as the Proposed Hazel Henderson Planned Unit Development (Information is found under Section II of the PUD text) <u>Redline text includes recommended changes by the PZB March 4, 2025</u>
Permitted Uses and Structures	
Single-family dwelling; home-based business. Sec. 28-348 for accessory uses and structures. [LINK TO SECTION] Sec. 28-347 for permissible uses by exception. [LINK TO SECTION]	Single-family dwellings; Multiple-family dwelling, but only to specifically allow the one caretaker / accessory apartment with its own kitchen; <i>Homebased business office *</i>, allowing the Green Economy organization / office (up to 500sf and allowing 2 non-resident employees); <i>Private Library **</i> with the allowance for invitee use for scholarly research or pursuit, including meetings/classes; a community meeting space for periodic use. Sec. 28-348 for accessory uses and structures. [LINK TO SECTION] <u>Subsequent language added to the PUD specifically prohibiting certain uses as recommended by PZB.</u>
Minimum yard setback requirements	
Front, twenty (20) feet minimum. Side, five and nine tenths (5.9) feet minimum. *** Rear, twenty (20) feet minimum.	As shown on submitted site plan
Maximum lot coverage by all buildings	
Twenty-nine (29) percent. *	Lot coverage shall remain the same, but in no case shall exceed thirty-five percent maximum (35%)

Maximum height of structures	
Thirty (30) feet. *	Thirty-five (35) ft measured pursuant to City Code
Off-street Parking	
Requirements of City Code [LINK TO SECTION]	The five existing parking spaces onsite shall be maintained, as follows: Two provided for the residence, one provided for the apartment, and two for guests, visitors or employees. All guests and visitors that cannot be accommodated on site shall be provided with parking passes at either private or public parking lots, if they don't have parking at their place of accommodation within walking distance.
Signage	
Residential Zone 1 [LINK TO SECTION]	Size and construction of all signs within the property will be in conformance with the City of St. Augustine Sign Ordinance requirements as regulated for the RS-1 zoning district.

**Home-based business office* shall include an office for the Green Economy organization/office - a business focused on integrative solutions for environmental protection, social entrepreneurship, and ethical governance or similar pursuits. Green businesses aim to reduce their negative impact on the environment while still making a profit. Green economies aim to achieve sustainable development without degrading the environment. [LANGUAGE FROM THE PUD TEXT]

***Private Library* is defined as an area for collection of books, journals, and other media, which may be open by invitation only for scholarly research, contemplative study, and small meetings and classes on occasion (Allowed as accessory use only-limited to a maximum of 2000sf of area) [LANGUAGE FROM THE PUD TEXT]

****Regulations for non-conforming RS-1 lots;* Sec. 28-119 [\[LINK TO SECTION\]](#) and Sec. 28-159 [\[LINK TO SECTION\]](#)



Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of section 166.041(4), Florida Statutes. If one or more boxes are checked below under "Applicable Exemptions", this indicates that the City has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by section 166.041(4), Florida Statute will be provided in the "Business Impact Estimate" section below.

Proposed Ordinance Title/Reference:

Ordinance No.

ORDINANCE NO. 2025-05

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE ZONING FOR APPROXIMATELY 0.34 ACRES OF PROPERTY LOCATED AT 10 CARRERA STREET (PID# 205300-0000), AS MORE PARTICULARLY DESCRIBED HEREINAFTER, TO CHANGE ITS CURRENT ZONING CLASSIFICATION OF RESIDENTIAL SINGLE FAMILY-ONE (RS-1) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

Applicable Exemptions:

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - ☐ Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243, Florida Statutes;
 - ☒ Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - ☐ Sections 190.005 and 190.046, relating to statutory Community Development Districts;
 - ☐ Section 553.73, relating to the Florida Building Code; or
 - ☐ Section 633.202, relating to the Florida Fire Prevention Code.

Note: The City's provision of information in the Business Impact Estimate section below, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions above shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Section 166.041(4), Florida Statute, Sec. 166.0411, Fla. Stat., or any other relevant provision of law.

Business Impact Estimate:

1. **Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):**

The ordinance ordinance is a rezoning of private property initiated by the property owner.

2. **An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of St. Augustine, if any:**

- (a) **An estimate of direct compliance costs that businesses may reasonably incur;**
- (b) **Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and**
- (c) **An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.**

This applies to this specific property.

3. **Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:**

This applies to this specific property.

4. **Additional information the governing body determines may be useful (if any):**

ORDINANCE NO. 2025-05

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE ZONING FOR APPROXIMATELY 0.34 ACRES OF PROPERTY LOCATED AT 10 CARRERA STREET (PID# 205300-0000), AS MORE PARTICULARLY DESCRIBED HEREINAFTER, TO CHANGE ITS CURRENT ZONING CLASSIFICATION OF RESIDENTIAL SINGLE FAMILY-ONE (RS-1) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of St. Augustine, Florida finds that all legal requirements have been met, a public hearing has been held and the Planning and Zoning Board has recommended that a parcel of property containing approximately 0.34 acres located at 10 Carrera Street (PID# 205300-0000), in the City of St. Augustine, being more fully described herein, should amend the zoning classification;

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

Section 1. The following described property, containing approximately 0.34 acres located at 10 Carrera Street (PID# 205300-0000), in the City of St. Augustine, is hereby amended from its existing zoning classification of Residential Single Family-one (RS-1) to Planned Unit Development (PUD), as more fully described in the attached legal description, Exhibit "A".

Section 2. The City Planning and Building Director is hereby authorized and directed to amend the zoning map for the City of St. Augustine, Florida to reflect the PUD zoning classification assigned to the above-described lands attached and referenced as Exhibit "B" The Hazel Henderson Center PUD.

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

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

Section 5. This ordinance shall be effective ten (10) days after passage, pursuant to s. 166.041(5), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2025.

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

EXHIBIT **A**
LEGAL DESCRIPTION

Commence at the Southwest corner of the Methodist Church Lot which is a point on the North line of Carrera Street 210 feet Westerly from the Northwest corner of the intersection of Carrera and Cordova Street, run thence northerly along the West line of the Methodist Church Lot and said line produced 251 feet, 6 inches, more or less to a point, where said line intersects the South line of Lot 8, of Block "K", Model Land Company's Subdivision, run thence Westerly along said South line of Lot 8, 60 feet to a point; thence Southerly along a line parallel with the West line of the Methodist Church Lot and the production thereof to a point where said line intersects the North line of Carrera Street; run thence Easterly along the North line of Carrera Street to Point of Beginning, being the East 60 feet of Lot 3 of Block "K" of the

Model Land Company's Subdivision of the City of St. Augustine, as shown on the Official Map of said City made by Robert Ransor, dated January 1, 1905

Revised PUD Text with Highlighted Changes

The Hazel Henderson Planned Unit Development

SUBMITTED

February 3, 2025

March 25, 2025 (Updated per CC)

Request:

Request to rezone 10 Carrera Street, the Hazel Henderson Center, to Planned Unit Development (PUD), to allow the trustees of Hazel Henderson to maintain the historically compatible uses thereon and continue running her business, maintaining her extensive private library for research and scholarly pursuits, and keep the meeting space for community and other activities that discuss integrative solutions for environmental protections, social entrepreneurship, and ethical governance. The trustees are part time residents of St. Augustine within the single-family residence space and they share the home with a full-time caretaker living on the property; moreover, the request for the narrowly tailored PUD to permit these compatible historical uses to continue as a testament to Dr. Henderson's decades old endeavors.

Ethical Markets Media, LLC is the owner of 10 Carrera Street, (The Hazel Henderson Center). Dr. Hazel Henderson and Dr. Alan Kay, founders of Ethical Markets Media, were highly respected individuals, authors, teachers and researchers, who held many degrees and honors worldwide. They were treasures of the St Augustine community and loved it here. For many years, they both ran their home-based businesses from their home at 10 Carrera, built their library, and held meetings and small gatherings on this property for over 30 years. They were members of the Governors Circle. They even built a special meeting space at the back of the house to accommodate these meetings. Over the years they have had several employees, interns and many, many visitors.

In 2022, after Hazel Henderson's passing, we (Beth Binns Schoellkopf and Dr. Carol Spalding) became Trustees of Ethical Markets Media, LLC, specifically with Hazel Henderson's direction and stated intention to maintain the home as a residence and continue running her business, maintain her extensive private library for research and scholarly pursuits, and keep the meeting space for community and other activities that discuss integrative solutions for environmental protections, social entrepreneurship, and ethical governance. The Trustees are part time residents of St. Augustine. They share the home with a full-time caretaker living on the property.

The business, Ethical Markets Media, supports a curated news feed, research, scholarly pursuits, web-based activities and meetings / classes. City business licenses have been in place since the mid-90s, granted to Hazel Henderson and Alan Kay, and have maintained an active license.

Following a closer review of the local and State home based business statutes and beginning to ask for a change of zoning to RG-1 (medium density residential), and in conjunction with guidance from staff and the city planning and zoning board, we have come to believe the best way to maintain the business and types of activities that have been occurring for many years, appears to be a rezoning to this narrowly defined PUD. This would allow the primary use to remain a single-family home, maintain the character and scale as is, and allow for continuing

current and historic uses for the community as a whole, without the RG-1 uses that might be undesirable. It is proposed to be narrowly and specifically defined in such a way as to prevent other types of businesses and medium density residential from being allowed in the case the property would ever need to be sold.

Please note this property borders an RG-1 zone with a church on one side, an existing multifamily property in the RS-1 district to the other (we presume allowed as a preexisting nonconformity) and a PUD across the street. It is very close to the intensive historic commercial area at the heart of the town, and across the street from Flagler College, including parking lots for the college and the church. The Trustees have every intention of preserving the property and building as is, and this would not involve any additions or signage.

As you can see from the surveyed site plan the property is about 60' x 250' and includes a historic 2 story wood frame home with a basement. Over the years the garage was converted into office space and sleeping space. The site includes extensive trees and gardens, a pool and patio, and parking for 5 cars. It is surrounded by fencing, hedges, and/or walls on all sides.

In an effort to raise funds to support the property, the Trustees have refurnished some former office space into a studio apartment and licensed that for short-term rentals for the past two years. In the PUD we are seeking to allow that as an accessory apartment of the same size, which would allow a kitchen and provide for the possible use as a caretaker's apartment to help support the expenses and care of the primary home.

We are not proposing any change to the property or site plan as a part of this request. Architecturally we are dedicated to maintaining the character and condition of the home. We have made great improvements in the past couple of years including major electrical updates, (we were told this was originally wired by Thomas Edison!) plumbing updates, termite treatments and repairs, and interior furnishings and lighting. A librarian was hired to put the collection in good order (the books are catalogued with the Library of Congress) and transferred many of Hazel's archives to the National Women in Media Collection at the University of Missouri. The Trustees have put in a lot of effort to maintain the property, home, and business, and invested significantly in the core systems of the house.

The Trustees want to ensure they can move forward as part-time residents and directors of the intellectual and physical property with the uses allowed over all these years as they begin the next phase of fundraising to support these endeavors.

They understand the benefits to the local and broader community of this designation to include:

1. Keeping the property primarily residential, while maintaining the scale of historic uses that have existed compatibly on the property for decades.
2. Maintaining the historic, unique and valuable library in a residential environment.
3. The retention of this historic structure and property as is and the continued maintenance of the same as required under the PUD.

4. Maintaining a compatible, historical use and supporting structure that promotes the study of social entrepreneurship, environmental issues, and ethical governance, benefiting both the local and greater communities (Think Global Act Local!).

All updates, rehabilitation and additions to the current structures in the future will meet and exceed all city codes and regulations. This rezoning will allow the applicant to maintain this property as situated while continuing the historically compatible uses hereon and to continue to run Hazel Henderson's work and business, maintaining her extensive private library for research and scholarly pursuits, and keeping the meeting space for community and other activities that discuss integrative solutions for environmental protections, social entrepreneurship, and ethical governance.

Applicant / Owner:

Ethical Markets Media, LLC
10 Carrera Street
St. Augustine, FL 32084

Authorized Agent for the Applicant / Owner:

James G. Whitehouse, Esq.
St. Johns Law Group
104 Sea Grove Main Street
St. Augustine, FL 32080

Exhibits:

Exhibit A	Application
Exhibit B	Legal Description
Exhibit C	Development Plan Narrative
Exhibit D	Location Map/Aerial
Exhibit E	Proof of Ownership/Deed
Exhibit F	Authorizations
Exhibit G	Master Site Plan

Parcel Identification Number: 205300-0000

Exhibit "C"
DEVELOPMENT PLAN NARRATIVE

**THE HAZEL HENDERSON
PLANNED UNIT DEVELOPMENT**

SECTION I- INTRODUCTION AND REQUEST

As proposed, this is an application for rezoning 10 Carrera Street, the Hazel Henderson Center, to Planned Unit Development (PUD). This rezoning will allow the trustees of Dr. Henderson to maintain the historically compatible uses thereon and continue running her business, maintaining her extensive private library for research and scholarly pursuits, and keep the meeting space for community and other activities that discuss integrative solutions for environmental protections, social entrepreneurship, and ethical governance. The trustees are part time residents of St. Augustine within the single-family residence space and they share the home with a full-time caretaker living on the property in the accessory apartment; moreover, the request for the narrowly tailored PUD to permit these compatible historical uses to continue as a testament to Hazel Henderson's decades old endeavors.

Ethical Markets Media, LLC is the owner of 10 Carrera Street, (The Hazel Henderson Center). Hazel Henderson and Dr. Alan Kay, founders of Ethical Markets Media, were highly respected individuals, authors, teachers and researchers, who held many degrees and honors worldwide. They were treasures of the St Augustine community and loved it here. For many years, they both ran their home-based businesses from their home at 10 Carrera, built their library, and held meetings and small gatherings on this property for over 30 years. They were members of the Governors Circle. They even built a special meeting space at the back of the house to accommodate these meetings. Over the years they have had several employees, interns and many, many visitors.

In 2022, after Hazel Henderson's passing, we (Beth Binns Schoellkopf and Dr. Carol Spalding) became Trustees of Ethical Markets Media, LLC, specifically with Dr. Henderson's direction and stated intention that the trustees maintain the home as a residence and that we would continue running her business, maintain her extensive private library for research and scholarly pursuits, and keep the meeting space for community and other activities that discuss integrative solutions for environmental protections, social entrepreneurship, and ethical governance. The Trustees are part time residents of St. Augustine. They share the home with a full-time caretaker living on the property.

The business, Ethical Markets Media, supports a curated news feed, research, scholarly pursuits, web-based activities and meetings / classes. City business licenses have been in place since the mid-90s, granted to Hazel Henderson and Alan Kay, and they have maintained an active license.

Following a closer review of the local and State home based business statutes and beginning to ask for a change of zoning to RG-1 (medium density residential), and in conjunction with guidance from staff and the city planning and zoning board, we have come to believe the best way to maintain the business and types of activities that have been occurring for

many years, appears to be a rezoning to this narrowly defined PUD. This would allow the primary use to remain a single-family home, maintain the character and scale as is, and allow for continuing current and historic uses for the community as a whole, without the RG-1 uses that might be undesirable. It is proposed to be narrowly and specifically defined in such a way as to prevent other types of businesses and medium density residential from being allowed in the case the property would ever need to be sold.

Please note this property borders an RG-1 zone with a church on one side, an existing multifamily property in the RS-1 district to the other (we presume allowed as a preexisting nonconformity) and a PUD across the street. It is very close to the intensive historic commercial area at the heart of the town, and across the street from Flagler College, including parking lots for the college and the church. The Trustees have every intention of preserving the property and building as is, and this would not involve any additions or signage.

As you can see from the surveyed site plan the property is about 60' x 250' and includes a historic 2 story wood frame home with a basement. Over the years the garage was converted into office space and sleeping space. The site includes extensive trees and gardens, a pool and patio, and parking for 5 cars. It is surrounded by fencing, hedges, and/or walls on all sides.

In an effort to raise funds to support the property we have redesigned some former office space into a studio apartment and licensed that for short-term rentals for the past two years. In the PUD we are seeking to allow that as an accessory apartment of the same size, which would allow a kitchen and provide for the possible use as a caretaker's apartment to help support the expenses of the primary home.

The owners are not proposing any change to the property or site plan as a part of this request. Architecturally the owners are dedicated to maintaining the character and condition of the home. The owners have made great improvements in the past couple of years including major electrical updates, (we were told this was originally wired by Thomas Edison!) plumbing updates, termite treatments and repairs, and interior furnishings and lighting. The owners also hired a librarian to put the collection in good order (the books are catalogued with the Library of Congress) and transferred many of Hazel's archives to the National Women in Media Collection at the University of Missouri. The owners have put in a lot of effort to maintain the property, home, and business, and invested significantly in the core systems of the house.

The owners want to ensure we can move forward as part-time residents and directors of the business with the uses allowed over all these years as they begin the next phase of fundraising to support these endeavors.

The benefits to the local and broader community of this designation to include:

1. Keeping the property primarily residential, while maintaining the scale of historic uses that have existed compatibly on the property for decades.
2. Maintaining the historic, unique and valuable library in a residential environment.
3. The retention of this historic structure and property as is and the continued maintenance of the same as required under the PUD.

4. Maintaining a compatible, historical use and supporting structure that promotes the study of social entrepreneurship, environmental issues, and ethical governance, benefiting both the local and greater communities (Think Global Act Local!).

Any updates to and maintenance of the property will comply with all the codes and regulations as required by the City of St. Augustine Zoning Code ("Zoning Code"). This Application is filed on behalf of the Owners, Ethical Markets Media, LLC. The Applicant is requesting this rezoning to PUD in accordance with the City of St. Augustine Zoning Code. This rezoning will maintain the current future land use and will reflect a continued maintenance of the historically compatible uses as are currently present and have been employed thereon for years.

As stated, the overall objective of the PUD is to allow the applicant to maintain this property as situated while continuing the historically compatible uses thereon and to continue to run Hazel Henderson's business, maintaining her extensive private library for research and scholarly pursuits, and keeping the meeting space for community and other activities that discuss integrative solutions for environmental protections, social entrepreneurship, and ethical governance; Specifically, as follows:

A. Location/Surrounding Areas: The property within the PUD currently consists of approximately a third of an acre, described by the Legal Description as included in the Proof of Ownership documents, attached. The property is addressed at 10 Carrera Street and is located as developed and outlined on the attached master development site plan that will be maintained.

B. Ownership/Agreement: The Property is currently owned by Ethical Markets Media, LLC, as shown by the Proof of Ownership documents in the Application materials. Evidence of authorization for representation is attached.

Applicant hereby agrees and stipulates to proceed with the proposed development in accordance with PUD Ordinance as adopted by the City of St. Augustine City Commission with the amendments as outlined. The Applicant also agrees to comply with all conditions and safeguards established by the Planning & Building Department and the Planning & Zoning Board (PZB), Historic Architectural Review Board (HARB) and the City of St. Augustine City Commission.

SECTION II- APPLICATION

A. Permitted Uses: The property will be maintained in an orderly manner. The property historically and currently contains a two-story wood frame structure which includes a single-family residence, an office space, a private library for scholarly research and pursuit and a small meeting area, a caretaker / accessory apartment living space, a pool and patio area and an accessory storage shed with enhancement landscaping. This PUD as narrowly tailored requires that structure to remain and allows the continued use and maintenance of that structure with the described uses that again have been employed upon this property for many years. The historical layout and intended plan to maintain the same is clearly indicated on the historic survey clip attached and the scaled MDP map. This rezoning will allow the trustee owner to carry out the stated intent of the philanthropic owner who entrusted that task to their charge, as described.

As such, this PUD is intended to maintain the character of this property and neighborhood while allowing the continuing limited use of the private library, business, and accessory apartment. As

well, this PUD is intended to support and continue historic uses in support of the Green Economy including maintenance of the private library, hosting small meetings and classes, and providing opportunities for research and scholarly studies.

More specifically, THE HAZEL HENDERSON PLANNED UNIT DEVELOPMENT will continue to reflect a RS-1 demeanor with the allowance for these historically present and compatible RG-1 uses as generally described above and more specifically described, as follows: (1) Permitted uses and structures: a. Single-family dwellings; b. Multiple-family dwelling, but only to specifically allow the one caretaker / accessory apartment with its own kitchen; c. *Home-based business office*, allowing the Green Economy organization / office (up to 500sf and allowing 2 non-resident employees); d. *Private Library* with the allowance for invitee use for scholarly research or pursuit, including meetings/classes; e. a community meeting space for periodic use; (2) Permitted accessory uses and structures allowed. See section 28-348.

Private Library is defined as an area for collection of books, journals, and other media, which may be open by invitation only for scholarly research, contemplative study, and small meetings and classes on occasion (Allowed as accessory use only-limited to a maximum of 2000sf of area)

Home-based business office shall include an office for the Green Economy organization/office – a business focused on integrative solutions for environmental protection, social entrepreneurship, and ethical governance or similar pursuits. Green businesses aim to reduce their negative impact on the environment while still making a profit. Green economies aim to achieve sustainable development without degrading the environment.

Specifically, the following RG-1 uses shall be prohibited: Rooming houses and boarding houses; Tourist homes and bed and breakfast inns; Neighborhood recreational facility; Hospitals and medical clinics, medical and dental offices, and intermediate care facilities; Professional offices, such as accountant, architect, attorney, engineer, land surveyor, optometrist and similar uses; Business offices, such as real estate broker, insurance agent, stockbroker, manufacturer's agent and similar uses; Radio or television broadcasting office; Marinas, including food service incident to operation of a marina; Hotels and motels with or without kitchenettes; Restaurants and/or bars in connection with hotels or motels; Hair salons, barbershops, interior decorators, photographic and art studios, and dance and music studios; and Mobile food dispensing vehicles.

B. Development Standards for NEW Structures within the PUD: The attached site plan depicts the proposed continued historic use and layout of the structures onsite and the uses that will continue to be allowed onsite. The applicant will be allowed to continue to utilize the current layout of structures and uses and to maintain and repair them going forward in their current layouts and setbacks onsite as provided in the site plan attached hereto. In sum, the applicant will be allowed to rehabilitate and utilize this property as presented. No material departures from this site plan are permitted without authorization of the PZB. In addition, the following specific criteria shall apply.

1. Maximum lot coverage: Lot coverage shall remain the same, but in no case shall exceed thirty-five percent maximum (35%)

2. Maximum building height: Thirty-five (35) ft measured pursuant to City Code.

3. Parking: The five existing parking spaces onsite shall be maintained, as follows: Two provided for the residence, one provided for the apartment, and two for guests, visitors or employees. All guests and visitors that cannot be accommodated on site shall be provided with parking passes at either private or public parking lots, if they don't have parking at their place of accommodation within walking distance.

4. Signage: Size and construction of all signs within the property will be in conformance with the City of St. Augustine Sign Ordinance requirements for RS-1.

5. Stormwater: Stormwater management will be in compliance with the regulations of the City of St. Augustine and conform with the permit requirements established by the St. Johns River Water Management District.

6. Access: Access to the property will be provided per the entrance designated on the MDP map / site plan.

7. Fencing: All existing fencing may remain on the Property or may be modified in accordance with the plan as approved. Other existing fencing may be replaced as desired by the Applicant.

8. Utilities: All electrical and telephone lines are installed on the site: Electrical power is provided by Florida Power and Light Company or other franchised utility provider. Directional security lighting may be provided as needed.

9. Potable Water: Potable water will be provided by COSA via existing connections.

10. Fire Protection/Assessment: Fire protection will be afforded by fire hydrants in accordance with City standards and buildings will provide fire protection systems if required by code. Applicant will comply with the non-ad valorem assessment for fire services adopted by the City through Ordinance Number 97-25 and Resolution Number 97-04. This will include the re-adoption or continuance on an annual basis of such assessment, by Resolution of the City Commission.

11. Sanitary Sewer: The development is served by central sewer collection from the City of St. Augustine. Any extensions shall be in accordance with City requirements and construction shall conform to current permit standards.

12. Outdoor Use: Any use of the outdoor spaces onsite for any business or library related use shall end by 8:00pm.

13. Design: It is the intent of the applicant/owner to continue the current buildings and accessory structures onsite and the long-standing uses on this historic property through continued operation of the same as a residence in conjunction with a community resource providing meeting space with a library for scholarly use and a caretaker / accessory apartment living space, allowing the owner to maintain the historical nature of Hazel Henderson's property for public benefit and scholarly endeavors furthering the historic preservation objectives of our comprehensive plan and the spirit and intent of both our plan and our code to allow the philanthropic intentions of Hazel Henderson to continue for many years to come as was her

intention. In sum, this narrowly tailored PUD will allow her trustees to further her philanthropic intention to serve the community by maintaining her extensive private library for research and scholarly pursuits and keeping the meeting space for community and other activities that discuss integrative solutions for environmental protections, social entrepreneurship, and ethical governance, as she did for her many years here in our historic city that she so loved.

SECTION III- MAINTENANCE

This Planned Unit Development will be owned and operated by the Applicant and/or its successors/assigns. The Applicant, its successors and/or assigns shall be responsible for all improvements made to the site and shall maintain the site in a clean and orderly manner in accordance with all provisions of this PUD and conditions included with the adopting ordinance. All facilities are to remain private and will not be dedicated to the City of St. Augustine.

SECTION IV- PUD ORDINANCE CRITERIA

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

Response: THE HAZEL HENDERSON PUD, as proposed, promotes and is consistent with the goals, policies and objectives of the Comprehensive Plan, including all of the following:

FUTURE LAND USE ELEMENT

Overall Goal: Ensure that the character, density, intensity, and location of all land uses provide a system for orderly growth and development that achieves a balanced natural, physical and economic environment to enhance the quality of life for all residents of the City of St. Augustine.

FLUE Policy 1.1.7: The City shall maintain and enhance the safety and efficiency of the arterial and collector road system and minimize transportation conflicts associated with development by coordinating the driveway permitting process increasing interconnection between adjacent developments and encouraging implementation of the City's mobility plan. **FLUE Policy 1.1.8:** Development regulations shall encourage street, pedestrian and open space designs that discourage nonresidential through-traffic in residential neighborhoods, but that encourage energy and time-efficient access points and interconnections between residential areas.

FLUE Policy 1.1.9: All development shall provide for safe, convenient, and appropriately designed traffic circulation on the site, including provisions for needed parking.

FLUE Policy 1.1.11: The developer/owner of any site shall be responsible for the on-site management of storm water in a manner so that post-development runoff rates, volumes and pollutant loads do not exceed pre-development conditions.

FLUE Objective 2.1: The City shall coordinate future land uses with the availability of facilities and services.

FLUE Policy 2.1.1: As part of the City's permitting process, facilities and services shall meet the established level of service standards and shall be available to serve the impacts of development, or development orders and permits shall be specifically conditioned on the availability of the facilities and services necessary to serve the proposed development.

FLUE Policy 2.1.3: The City shall encourage the development of undeveloped pockets and enclaves within developed areas to utilize existing facilities efficiently and reduce urban sprawl.

FLUE Objective 2.2: Development, redevelopment, land use plan amendments and changes to the zoning of a site shall be coordinated with the availability of adequate facilities and services.

FLUE Policy 2.2.1: The City's land use plan shall prioritize infill, redevelopment and mixed-use developments, as well as compact and contiguous developments within the City of St. Augustine.

FLUE Objective 3.2: The City shall encourage redevelopment and renewal of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) or blight through redevelopment programs and through maintaining land development codes that contain standards and procedures to encourage redevelopment where desirable.

FLUE Policy 3.2.3: The City shall actively pursue and participate in redevelopment projects that will add to the City's quality of life and economic vitality while balancing the city's character and authenticity.

FLUE Goal 5 Urban Sprawl: Discourage urban sprawl by encouraging innovative strategies to promote infill and compact development or redevelopment and establishing energy efficient land use patterns.

FLUE Policy 5.1.2: The City shall encourage infill and redevelopment through the use of higher density and intensity land use designations and mixed-use designations in appropriate locations.

FLUE Goal 9: Economic Development Promote economic development in an effort to provide a variety of employment opportunities, create a sustainable future, and encourage a positive business climate.

INFRASTRUCTURE IMPACT ANALYSIS

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

The infrastructure impact analysis shall include site specific design improvements related to traffic circulation and the movement of pedestrians, bicycles and vehicles on and off-site.

As indicated in the narrative and on our site plan, this site will not be changed and the uses will not be changed. They will maintain the current historically compatible uses, maintaining the parking onsite and providing avenues for additional parking if required. Their intent is to promote pedestrian traffic and bicycle and other multi-modal uses within our city as advocated by our Mobility plan; thus, no additional traffic or infrastructure impact will occur based upon these continued historically compatible uses.

HISTORIC PRESERVATION ELEMENT

HP Goal

Maintain and enhance the historic integrity and ambiance within the City of St. Augustine while encouraging economic growth and the identification, Preservation, continued use and adaptive reuse of existing historic structures.

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

Response: Not in an HP district.

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

Response: The Development Plan Narrative, attached above, contains the required development conditions sought by Applicant, all of which are intended to meet the spirit and intent of our code as reflected in the historically compatible uses that have existed on this property for decades.

We are not proposing any change to the property or site plan as a part of this request. Architecturally we are dedicated to maintaining the character and condition of the home. We have made great improvements in the past couple of years including major electrical updates, (we were told this was originally wired by Thomas Edison!) plumbing updates, termite treatments and repairs, and interior furnishings and lighting. We also hired a librarian to put the collection in good order (the books are catalogued with the Library of Congress) and transferred many of Hazel's archives to the National Women in Media Collection at the University of Missouri. We have put in a lot of effort to maintain the property, home, and business, and invested significantly in the core systems of the house.

As stated, the overall objective of the PUD is to allow the applicant to maintain this property as situated while continuing the historically compatible uses hereon and to continue to run Hazel Henderson's business, maintaining her extensive private library for research and scholarly pursuits, and keeping the meeting space for community and other activities that discuss integrative solutions for environmental protections, social entrepreneurship, and ethical governance.

See, FLUE Objective 3.2 - The City shall encourage redevelopment and renewal of areas that are exhibiting evidence of decline through redevelopment programs and through maintaining land development codes that contain standards and procedures to encourage redevelopment where desirable. See, FLUE Policy 3.2.3 -The City shall actively pursue and participate in redevelopment projects that will add to the City's quality of life and economic vitality while balancing the city's character and authenticity. Also see, FLUE Policy 3.2.6 - The City shall encourage economic development in all areas within the city limits by establishing standards in the LDC to: • Provide a variety of uses in close proximity; and • Increase activity and community involvement. This project in fact meets and exceeds all of these characteristics and the permission for the rezoning to allow this great work to continue actually continues our city's stated objectives.

3. Compliance with the intent and criteria in section 28-286.

Section 28-286 provides: The application of flexible land use controls to the development of land is often difficult or impossible within traditional zoning district regulations. In order to permit the use of more flexible land use regulations and to facilitate use of the most advantageous techniques of land development, it is often necessary to establish planned unit developments (PUD) in which development is in harmony with the general purpose and intent of the city's general planning program and comprehensive plan. The objective of a PUD is to encourage ingenuity, imagination and design efforts on the part of builders, architects, site planners and developers to produce residential, commercial or industrial developments, or combinations thereof, which are in keeping with overall land use density and intensity standards,

and open space objectives. The intent of a PUD is to permit flexibility from the strict application of setback, lot size, and other zoning district requirements, and provide performance criteria which:

- (1) Permit a creative approach to the development of land; and
- (2) Accomplish a more desirable environment than would be possible through the strict application of minimum zoning district requirements; and
- (3) Provide for an efficient use of land; and
- (4) Improve the appearance of the area through the preservation and enhancement of natural features, recreation areas, and open space; and
- (5) Provide an environment of stable character compatible with surrounding areas; and
- (6) Retain property values over the years.

Response: The Development Plan Narrative, attached above, demonstrates this proposed PUD's compliance with Section 28-286 and how this proposal is a perfect example for the use of planned unit development to encourage the restoration and/or continued use of a property while allowing for a creative use that is both in line with the area and the stated objective of our code and further has historically shown that the current uses are compatible to the surrounding area. This PUD as narrowly tailored, allows those historically compatible uses to continue as a means of carrying on Hazel Henderson's enviable goals and true philanthropic intent for community involvement and scholarly research and endeavors in the heart of our great historic city.

4. Compliance with section 28-288 and justification for any zoning uses.

Response: Section 28-288 provides "Any use which is permitted by the comprehensive plan may be included and approved in a PUD." This rezoning will allow the trustees of Hazel Henderson to maintain the historically compatible uses hereon and continue running her business, maintaining her extensive private library for research and scholarly pursuits, and keep the meeting space for community and other activities that discuss integrative solutions for environmental protections, social entrepreneurship, and ethical governance. The trustees are part time residents of St. Augustine within the single-family residence space and they share the home with a full-time caretaker living on the property in the accessory apartment; moreover, the request for the narrowly tailored PUD to permit these compatible historical uses to continue, as a testament to Hazel Henderson's decades old endeavors, is appropriate and justified.

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

Response: This PUD is fully developed and will only require maintenance over time.

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

Response: No such areas exist on the Property.

7. A termination date after which all or part of a PUD that has been abandoned by failure to timely commence and complete development of all or part of the phases of the PUD as identified pursuant to subsection (6) shall act as a reversion of the zoning to its pre-PUD zoning district for the areas not in compliance with the phasing schedule.

Response: It is the landowner's understanding and intent that should this Application be approved and then not acted upon timely, the existing zoning approvals would remain unchanged. Further, if Ethical Markets Media LLC transfers the property to a person or entity that intends to operate the property contrary to the uses / approvals granted herein, then the property's zoning shall revert to RS-1.

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

Response: Any reversion to a pre-PUD zoning district would not render the existing uses inconsistent with the Comprehensive Plan.

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

Response:

The owners for themselves and for their successors and assigns acknowledge and agree to be bound by every commitment made in this application and at hearings relating to the rights, terms, conditions and limitations of the PUD text narrative and final site development plan, including but not limited to the phasing termination and reversion clauses.

SECTION V - SUMMARY AND CONCLUSIONS

Approval of this Planned Unit Development, when developed in accordance with the conditions stipulated within the application and imposed by the Ordinance, is justified in that:

1. The project will not adversely affect the orderly development of the City of St. Augustine as embodied by the City Zoning Ordinance and the respective Comprehensive Plan of the City, as the proposal is in conformance with the Plan and its goals and objectives, and the use, as included in the Narrative, is compatible with the surrounding zoning. The project allows control over the size and intensity over development and assurance of compatibility with surrounding residential uses.

2. The project will not adversely affect the orderly development of the City of St. Augustine and will not adversely affect the health, safety and welfare of the residents or visitors to the area, will not be detrimental to the natural environment or the development of adjacent properties or the neighborhood as a result of the conditions and safeguards included in the application.

3. The project will accomplish the objective, standards and criteria set forth within the Zoning Ordinance and provides for strict regulation and maintenance of the project to provide the City with the assurance of an attractive and beneficial asset.

4. When developed in accordance with the conditions stipulated in the PUD application and imposed by this Ordinance, the proposed PUD will be consistent with the development of the property in the area and will be compatible with the desired future development of the area.

Summary of Justification - Public Purpose and Public Benefit

Further, pursuant to the guidelines of our PUD ordinance, the retention and continued maintenance of this historic property and building is a grand contribution to the area and the benefits to the local and broader community of this designation include the following:

1. Keeping the property primarily residential, while maintaining the scale of historic uses that have existed compatibly on the property for decades.
2. Maintaining the historic, unique and valuable library in a residential environment.
3. The retention of this historic structure and property as is and the continued maintenance of the same as required under the PUD.
4. Maintaining a compatible, historical use and supporting structure that promotes the study of social entrepreneurship, environmental issues, and ethical governance, benefiting both the local and greater communities (Think Global Act Local!)

THEREFORE, this Planned Unit Development request meets all the above-listed City requirements, including the Comprehensive Plan requirements, does not conflict with any of the elements of our Comprehensive Plan and is fully consistent with our Comprehensive Plan and our City Code.

Ordinance 2025-05 Exhibit “B”
The Hazel Henderson Center PUD

The Hazel Henderson Planned Unit Development

SUBMITTED

February 3, 2025

March 25, 2025 (Updated per CC)

Request:

Request to rezone 10 Carrera Street, the Hazel Henderson Center, to Planned Unit Development (PUD), to allow the trustees of Hazel Henderson to maintain the historically compatible uses thereon and continue running her business, maintaining her extensive private library for research and scholarly pursuits, and keep the meeting space for community and other activities that discuss integrative solutions for environmental protections, social entrepreneurship, and ethical governance. The trustees are part time residents of St. Augustine within the single-family residence space and they share the home with a full-time caretaker living on the property; moreover, the request for the narrowly tailored PUD to permit these compatible historical uses to continue as a testament to Dr. Henderson's decades old endeavors.

Ethical Markets Media, LLC is the owner of 10 Carrera Street, (The Hazel Henderson Center). Dr. Hazel Henderson and Dr. Alan Kay, founders of Ethical Markets Media, were highly respected individuals, authors, teachers and researchers, who held many degrees and honors worldwide. They were treasures of the St Augustine community and loved it here. For many years, they both ran their home-based businesses from their home at 10 Carrera, built their library, and held meetings and small gatherings on this property for over 30 years. They were members of the Governors Circle. They even built a special meeting space at the back of the house to accommodate these meetings. Over the years they have had several employees, interns and many, many visitors.

In 2022, after Hazel Henderson's passing, we (Beth Binns Schoellkopf and Dr. Carol Spalding) became Trustees of Ethical Markets Media, LLC, specifically with Hazel Henderson's direction and stated intention to maintain the home as a residence and continue running her business, maintain her extensive private library for research and scholarly pursuits, and keep the meeting space for community and other activities that discuss integrative solutions for environmental protections, social entrepreneurship, and ethical governance. The Trustees are part time residents of St. Augustine. They share the home with a full-time caretaker living on the property.

The business, Ethical Markets Media, supports a curated news feed, research, scholarly pursuits, web-based activities and meetings / classes. City business licenses have been in place since the mid-90s, granted to Hazel Henderson and Alan Kay, and have maintained an active license.

Following a closer review of the local and State home based business statutes and beginning to ask for a change of zoning to RG-1 (medium density residential), and in conjunction with guidance from staff and the city planning and zoning board, we have come to believe the best way to maintain the business and types of activities that have been occurring for many years, appears to be a rezoning to this narrowly defined PUD. This would allow the primary use to remain a single-family home, maintain the character and scale as is, and allow for continuing

current and historic uses for the community as a whole, without the RG-1 uses that might be undesirable. It is proposed to be narrowly and specifically defined in such a way as to prevent other types of businesses and medium density residential from being allowed in the case the property would ever need to be sold.

Please note this property borders an RG-1 zone with a church on one side, an existing multifamily property in the RS-1 district to the other (we presume allowed as a preexisting nonconformity) and a PUD across the street. It is very close to the intensive historic commercial area at the heart of the town, and across the street from Flagler College, including parking lots for the college and the church. The Trustees have every intention of preserving the property and building as is, and this would not involve any additions or signage.

As you can see from the surveyed site plan the property is about 60' x 250' and includes a historic 2 story wood frame home with a basement. Over the years the garage was converted into office space and sleeping space. The site includes extensive trees and gardens, a pool and patio, and parking for 5 cars. It is surrounded by fencing, hedges, and/or walls on all sides.

In an effort to raise funds to support the property, the Trustees have refurnished some former office space into a studio apartment and licensed that for short-term rentals for the past two years. In the PUD we are seeking to allow that as an accessory apartment of the same size, which would allow a kitchen and provide for the possible use as a caretaker's apartment to help support the expenses and care of the primary home.

We are not proposing any change to the property or site plan as a part of this request. Architecturally we are dedicated to maintaining the character and condition of the home. We have made great improvements in the past couple of years including major electrical updates, (we were told this was originally wired by Thomas Edison!) plumbing updates, termite treatments and repairs, and interior furnishings and lighting. A librarian was hired to put the collection in good order (the books are catalogued with the Library of Congress) and transferred many of Hazel's archives to the National Women in Media Collection at the University of Missouri. The Trustees have put in a lot of effort to maintain the property, home, and business, and invested significantly in the core systems of the house.

The Trustees want to ensure they can move forward as part-time residents and directors of the intellectual and physical property with the uses allowed over all these years as they begin the next phase of fundraising to support these endeavors.

They understand the benefits to the local and broader community of this designation to include:

1. Keeping the property primarily residential, while maintaining the scale of historic uses that have existed compatibly on the property for decades.
2. Maintaining the historic, unique and valuable library in a residential environment.
3. The retention of this historic structure and property as is and the continued maintenance of the same as required under the PUD.

4. Maintaining a compatible, historical use and supporting structure that promotes the study of social entrepreneurship, environmental issues, and ethical governance, benefiting both the local and greater communities (Think Global Act Local!).

All updates, rehabilitation and additions to the current structures in the future will meet and exceed all city codes and regulations. This rezoning will allow the applicant to maintain this property as situated while continuing the historically compatible uses hereon and to continue to run Hazel Henderson's work and business, maintaining her extensive private library for research and scholarly pursuits, and keeping the meeting space for community and other activities that discuss integrative solutions for environmental protections, social entrepreneurship, and ethical governance.

Applicant / Owner:

Ethical Markets Media, LLC
10 Carrera Street
St. Augustine, FL 32084

Authorized Agent for the Applicant / Owner:

James G. Whitehouse, Esq.
St. Johns Law Group
104 Sea Grove Main Street
St. Augustine, FL 32080

Exhibits:

Exhibit A	Application
Exhibit B	Legal Description
Exhibit C	Development Plan Narrative
Exhibit D	Location Map/Aerial
Exhibit E	Proof of Ownership/Deed
Exhibit F	Authorizations
Exhibit G	Master Site Plan

Parcel Identification Number: 205300-0000

Exhibit "C"
DEVELOPMENT PLAN NARRATIVE

**THE HAZEL HENDERSON
PLANNED UNIT DEVELOPMENT**

SECTION I- INTRODUCTION AND REQUEST

As proposed, this is an application for rezoning 10 Carrera Street, the Hazel Henderson Center, to Planned Unit Development (PUD). This rezoning will allow the trustees of Dr. Henderson to maintain the historically compatible uses thereon and continue running her business, maintaining her extensive private library for research and scholarly pursuits, and keep the meeting space for community and other activities that discuss integrative solutions for environmental protections, social entrepreneurship, and ethical governance. The trustees are part time residents of St. Augustine within the single-family residence space and they share the home with a full-time caretaker living on the property in the accessory apartment; moreover, the request for the narrowly tailored PUD to permit these compatible historical uses to continue as a testament to Hazel Henderson's decades old endeavors.

Ethical Markets Media, LLC is the owner of 10 Carrera Street, (The Hazel Henderson Center). Hazel Henderson and Dr. Alan Kay, founders of Ethical Markets Media, were highly respected individuals, authors, teachers and researchers, who held many degrees and honors worldwide. They were treasures of the St Augustine community and loved it here. For many years, they both ran their home-based businesses from their home at 10 Carrera, built their library, and held meetings and small gatherings on this property for over 30 years. They were members of the Governors Circle. They even built a special meeting space at the back of the house to accommodate these meetings. Over the years they have had several employees, interns and many, many visitors.

In 2022, after Hazel Henderson's passing, we (Beth Binns Schoellkopf and Dr. Carol Spalding) became Trustees of Ethical Markets Media, LLC, specifically with Dr. Henderson's direction and stated intention that the trustees maintain the home as a residence and that we would continue running her business, maintain her extensive private library for research and scholarly pursuits, and keep the meeting space for community and other activities that discuss integrative solutions for environmental protections, social entrepreneurship, and ethical governance. The Trustees are part time residents of St. Augustine. They share the home with a full-time caretaker living on the property.

The business, Ethical Markets Media, supports a curated news feed, research, scholarly pursuits, web-based activities and meetings / classes. City business licenses have been in place since the mid-90s, granted to Hazel Henderson and Alan Kay, and they have maintained an active license.

Following a closer review of the local and State home based business statutes and beginning to ask for a change of zoning to RG-1 (medium density residential), and in conjunction with guidance from staff and the city planning and zoning board, we have come to believe the best way to maintain the business and types of activities that have been occurring for

many years, appears to be a rezoning to this narrowly defined PUD. This would allow the primary use to remain a single-family home, maintain the character and scale as is, and allow for continuing current and historic uses for the community as a whole, without the RG-1 uses that might be undesirable. It is proposed to be narrowly and specifically defined in such a way as to prevent other types of businesses and medium density residential from being allowed in the case the property would ever need to be sold.

Please note this property borders an RG-1 zone with a church on one side, an existing multifamily property in the RS-1 district to the other (we presume allowed as a preexisting nonconformity) and a PUD across the street. It is very close to the intensive historic commercial area at the heart of the town, and across the street from Flagler College, including parking lots for the college and the church. The Trustees have every intention of preserving the property and building as is, and this would not involve any additions or signage.

As you can see from the surveyed site plan the property is about 60' x 250' and includes a historic 2 story wood frame home with a basement. Over the years the garage was converted into office space and sleeping space. The site includes extensive trees and gardens, a pool and patio, and parking for 5 cars. It is surrounded by fencing, hedges, and/or walls on all sides.

In an effort to raise funds to support the property we have redesigned some former office space into a studio apartment and licensed that for short-term rentals for the past two years. In the PUD we are seeking to allow that as an accessory apartment of the same size, which would allow a kitchen and provide for the possible use as a caretaker's apartment to help support the expenses of the primary home.

The owners are not proposing any change to the property or site plan as a part of this request. Architecturally the owners are dedicated to maintaining the character and condition of the home. The owners have made great improvements in the past couple of years including major electrical updates, (we were told this was originally wired by Thomas Edison!) plumbing updates, termite treatments and repairs, and interior furnishings and lighting. The owners also hired a librarian to put the collection in good order (the books are catalogued with the Library of Congress) and transferred many of Hazel's archives to the National Women in Media Collection at the University of Missouri. The owners have put in a lot of effort to maintain the property, home, and business, and invested significantly in the core systems of the house.

The owners want to ensure we can move forward as part-time residents and directors of the business with the uses allowed over all these years as they begin the next phase of fundraising to support these endeavors.

The benefits to the local and broader community of this designation to include:

1. Keeping the property primarily residential, while maintaining the scale of historic uses that have existed compatibly on the property for decades.
2. Maintaining the historic, unique and valuable library in a residential environment.
3. The retention of this historic structure and property as is and the continued maintenance of the same as required under the PUD.

4. Maintaining a compatible, historical use and supporting structure that promotes the study of social entrepreneurship, environmental issues, and ethical governance, benefiting both the local and greater communities (Think Global Act Local!).

Any updates to and maintenance of the property will comply with all the codes and regulations as required by the City of St. Augustine Zoning Code ("Zoning Code"). This Application is filed on behalf of the Owners, Ethical Markets Media, LLC. The Applicant is requesting this rezoning to PUD in accordance with the City of St. Augustine Zoning Code. This rezoning will maintain the current future land use and will reflect a continued maintenance of the historically compatible uses as are currently present and have been employed thereon for years.

As stated, the overall objective of the PUD is to allow the applicant to maintain this property as situated while continuing the historically compatible uses thereon and to continue to run Hazel Henderson's business, maintaining her extensive private library for research and scholarly pursuits, and keeping the meeting space for community and other activities that discuss integrative solutions for environmental protections, social entrepreneurship, and ethical governance; Specifically, as follows:

A. Location/Surrounding Areas: The property within the PUD currently consists of approximately a third of an acre, described by the Legal Description as included in the Proof of Ownership documents, attached. The property is addressed at 10 Carrera Street and is located as developed and outlined on the attached master development site plan that will be maintained.

B. Ownership/Agreement: The Property is currently owned by Ethical Markets Media, LLC, as shown by the Proof of Ownership documents in the Application materials. Evidence of authorization for representation is attached.

Applicant hereby agrees and stipulates to proceed with the proposed development in accordance with PUD Ordinance as adopted by the City of St. Augustine City Commission with the amendments as outlined. The Applicant also agrees to comply with all conditions and safeguards established by the Planning & Building Department and the Planning & Zoning Board (PZB), Historic Architectural Review Board (HARB) and the City of St. Augustine City Commission.

SECTION II- APPLICATION

A. Permitted Uses: The property will be maintained in an orderly manner. The property historically and currently contains a two-story wood frame structure which includes a single-family residence, an office space, a private library for scholarly research and pursuit and a small meeting area, a caretaker / accessory apartment living space, a pool and patio area and an accessory storage shed with enhancement landscaping. This PUD as narrowly tailored requires that structure to remain and allows the continued use and maintenance of that structure with the described uses that again have been employed upon this property for many years. The historical layout and intended plan to maintain the same is clearly indicated on the historic survey clip attached and the scaled MDP map. This rezoning will allow the trustee owner to carry out the stated intent of the philanthropic owner who entrusted that task to their charge, as described.

As such, this PUD is intended to maintain the character of this property and neighborhood while allowing the continuing limited use of the private library, business, and accessory apartment. As

well, this PUD is intended to support and continue historic uses in support of the Green Economy including maintenance of the private library, hosting small meetings and classes, and providing opportunities for research and scholarly studies.

More specifically, THE HAZEL HENDERSON PLANNED UNIT DEVELOPMENT will continue to reflect a RS-1 demeanor with the allowance for these historically present and compatible RG-1 uses as generally described above and more specifically described, as follows: (1) Permitted uses and structures: a. Single-family dwellings; b. Multiple-family dwelling, but only to specifically allow the one caretaker / accessory apartment with its own kitchen; c. *Home-based business office*, allowing the Green Economy organization / office (up to 500sf and allowing 2 non-resident employees); d. *Private Library* with the allowance for invitee use for scholarly research or pursuit, including meetings/classes; e. a community meeting space for periodic use; (2) Permitted accessory uses and structures allowed. See section 28-348.

Private Library is defined as an area for collection of books, journals, and other media, which may be open by invitation only for scholarly research, contemplative study, and small meetings and classes on occasion (Allowed as accessory use only-limited to a maximum of 2000sf of area)

Home-based business office shall include an office for the Green Economy organization/office -- a business focused on integrative solutions for environmental protection, social entrepreneurship, and ethical governance or similar pursuits. Green businesses aim to reduce their negative impact on the environment while still making a profit. Green economies aim to achieve sustainable development without degrading the environment.

Specifically, the following RG-1 uses shall be prohibited: Rooming houses and boarding houses; Tourist homes and bed and breakfast inns; Neighborhood recreational facility; Hospitals and medical clinics, medical and dental offices, and intermediate care facilities; Professional offices, such as accountant, architect, attorney, engineer, land surveyor, optometrist and similar uses; Business offices, such as real estate broker, insurance agent, stockbroker, manufacturer's agent and similar uses; Radio or television broadcasting office; Marinas, including food service incident to operation of a marina; Hotels and motels with or without kitchenettes; Restaurants and/or bars in connection with hotels or motels; Hair salons, barbershops, interior decorators, photographic and art studios, and dance and music studios; and Mobile food dispensing vehicles.

B. Development Standards for NEW Structures within the PUD: The attached site plan depicts the proposed continued historic use and layout of the structures onsite and the uses that will continue to be allowed onsite. The applicant will be allowed to continue to utilize the current layout of structures and uses and to maintain and repair them going forward in their current layouts and setbacks onsite as provided in the site plan attached hereto. In sum, the applicant will be allowed to rehabilitate and utilize this property as presented. No material departures from this site plan are permitted without authorization of the PZB. In addition, the following specific criteria shall apply.

1. Maximum lot coverage: Lot coverage shall remain the same, but in no case shall exceed thirty-five percent maximum (35%)

2. Maximum building height: Thirty-five (35) ft measured pursuant to City Code.

3. Parking: The five existing parking spaces onsite shall be maintained, as follows: Two provided for the residence, one provided for the apartment, and two for guests, visitors or employees. All guests and visitors that cannot be accommodated on site shall be provided with parking passes at either private or public parking lots, if they don't have parking at their place of accommodation within walking distance.

4. Signage: Size and construction of all signs within the property will be in conformance with the City of St. Augustine Sign Ordinance requirements for RS-1.

5. Stormwater: Stormwater management will be in compliance with the regulations of the City of St. Augustine and conform with the permit requirements established by the St. Johns River Water Management District.

6. Access: Access to the property will be provided per the entrance designated on the MDP map / site plan.

7. Fencing: All existing fencing may remain on the Property or may be modified in accordance with the plan as approved. Other existing fencing may be replaced as desired by the Applicant.

8. Utilities: All electrical and telephone lines are installed on the site: Electrical power is provided by Florida Power and Light Company or other franchised utility provider. Directional security lighting may be provided as needed.

9. Potable Water: Potable water will be provided by COSA via existing connections.

10. Fire Protection/Assessment: Fire protection will be afforded by fire hydrants in accordance with City standards and buildings will provide fire protection systems if required by code. Applicant will comply with the non-ad valorem assessment for fire services adopted by the City through Ordinance Number 97-25 and Resolution Number 97-04. This will include the re-adoption or continuance on an annual basis of such assessment, by Resolution of the City Commission.

11. Sanitary Sewer: The development is served by central sewer collection from the City of St. Augustine. Any extensions shall be in accordance with City requirements and construction shall conform to current permit standards.

12. Outdoor Use: Any use of the outdoor spaces onsite for any business or library related use shall end by 8:00pm.

13. Design: It is the intent of the applicant/owner to continue the current buildings and accessory structures onsite and the long-standing uses on this historic property through continued operation of the same as a residence in conjunction with a community resource providing meeting space with a library for scholarly use and a caretaker / accessory apartment living space, allowing the owner to maintain the historical nature of Hazel Henderson's property for public benefit and scholarly endeavors furthering the historic preservation objectives of our comprehensive plan and the spirit and intent of both our plan and our code to allow the philanthropic intentions of Hazel Henderson to continue for many years to come as was her

intention. In sum, this narrowly tailored PUD will allow her trustees to further her philanthropic intention to serve the community by maintaining her extensive private library for research and scholarly pursuits and keeping the meeting space for community and other activities that discuss integrative solutions for environmental protections, social entrepreneurship, and ethical governance, as she did for her many years here in our historic city that she so loved.

SECTION III- MAINTENANCE

This Planned Unit Development will be owned and operated by the Applicant and/or its successors/assigns. The Applicant, its successors and/or assigns shall be responsible for all improvements made to the site and shall maintain the site in a clean and orderly manner in accordance with all provisions of this PUD and conditions included with the adopting ordinance. All facilities are to remain private and will not be dedicated to the City of St. Augustine.

SECTION IV- PUD ORDINANCE CRITERIA

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

Response: THE HAZEL HENDERSON PUD, as proposed, promotes and is consistent with the goals, policies and objectives of the Comprehensive Plan, including all of the following:

FUTURE LAND USE ELEMENT

Overall Goal: Ensure that the character, density, intensity, and location of all land uses provide a system for orderly growth and development that achieves a balanced natural, physical and economic environment to enhance the quality of life for all residents of the City of St. Augustine.

FLUE Policy 1.1.7: The City shall maintain and enhance the safety and efficiency of the arterial and collector road system and minimize transportation conflicts associated with development by coordinating the driveway permitting process increasing interconnection between adjacent developments and encouraging implementation of the City's mobility plan. **FLUE Policy 1.1.8:** Development regulations shall encourage street, pedestrian and open space designs that discourage nonresidential through-traffic in residential neighborhoods, but that encourage energy and time-efficient access points and interconnections between residential areas.

FLUE Policy 1.1.9: All development shall provide for safe, convenient, and appropriately designed traffic circulation on the site, including provisions for needed parking.

FLUE Policy 1.1.11: The developer/owner of any site shall be responsible for the on-site management of storm water in a manner so that post-development runoff rates, volumes and pollutant loads do not exceed pre-development conditions.

FLUE Objective 2.1: The City shall coordinate future land uses with the availability of facilities and services.

FLUE Policy 2.1.1: As part of the City's permitting process, facilities and services shall meet the established level of service standards and shall be available to serve the impacts of development, or development orders and permits shall be specifically conditioned on the availability of the facilities and services necessary to serve the proposed development.

FLUE Policy 2.1.3: The City shall encourage the development of undeveloped pockets and enclaves within developed areas to utilize existing facilities efficiently and reduce urban sprawl.

FLUE Objective 2.2: Development, redevelopment, land use plan amendments and changes to the zoning of a site shall be coordinated with the availability of adequate facilities and services.

FLUE Policy 2.2.1: The City's land use plan shall prioritize infill, redevelopment and mixed-use developments, as well as compact and contiguous developments within the City of St. Augustine.

FLUE Objective 3.2: The City shall encourage redevelopment and renewal of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) or blight through redevelopment programs and through maintaining land development codes that contain standards and procedures to encourage redevelopment where desirable.

FLUE Policy 3.2.3: The City shall actively pursue and participate in redevelopment projects that will add to the City's quality of life and economic vitality while balancing the city's character and authenticity.

FLUE Goal 5 Urban Sprawl: Discourage urban sprawl by encouraging innovative strategies to promote infill and compact development or redevelopment and establishing energy efficient land use patterns.

FLUE Policy 5.1.2: The City shall encourage infill and redevelopment through the use of higher density and intensity land use designations and mixed-use designations in appropriate locations.

FLUE Goal 9: Economic Development Promote economic development in an effort to provide a variety of employment opportunities, create a sustainable future, and encourage a positive business climate.

INFRASTRUCTURE IMPACT ANALYSIS

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

The infrastructure impact analysis shall include site specific design improvements related to traffic circulation and the movement of pedestrians, bicycles and vehicles on and off-site.

As indicated in the narrative and on our site plan, this site will not be changed and the uses will not be changed. They will maintain the current historically compatible uses, maintaining the parking onsite and providing avenues for additional parking if required. Their intent is to promote pedestrian traffic and bicycle and other multi-modal uses within our city as advocated by our Mobility plan; thus, no additional traffic or infrastructure impact will occur based upon these continued historically compatible uses.

HISTORIC PRESERVATION ELEMENT

HP Goal

Maintain and enhance the historic integrity and ambiance within the City of St. Augustine while encouraging economic growth and the identification, Preservation, continued use and adaptive reuse of existing historic structures.

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

Response: Not in an HP district.

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

Response: The Development Plan Narrative, attached above, contains the required development conditions sought by Applicant, all of which are intended to meet the spirit and intent of our code as reflected in the historically compatible uses that have existed on this property for decades.

We are not proposing any change to the property or site plan as a part of this request. Architecturally we are dedicated to maintaining the character and condition of the home. We have made great improvements in the past couple of years including major electrical updates, (we were told this was originally wired by Thomas Edison!) plumbing updates, termite treatments and repairs, and interior furnishings and lighting. We also hired a librarian to put the collection in good order (the books are catalogued with the Library of Congress) and transferred many of Hazel's archives to the National Women in Media Collection at the University of Missouri. We have put in a lot of effort to maintain the property, home, and business, and invested significantly in the core systems of the house.

As stated, the overall objective of the PUD is to allow the applicant to maintain this property as situated while continuing the historically compatible uses hereon and to continue to run Hazel Henderson's business, maintaining her extensive private library for research and scholarly pursuits, and keeping the meeting space for community and other activities that discuss integrative solutions for environmental protections, social entrepreneurship, and ethical governance.

See, FLUE Objective 3.2 - The City shall encourage redevelopment and renewal of areas that are exhibiting evidence of decline through redevelopment programs and through maintaining land development codes that contain standards and procedures to encourage redevelopment where desirable. See, FLUE Policy 3.2.3 -The City shall actively pursue and participate in redevelopment projects that will add to the City's quality of life and economic vitality while balancing the city's character and authenticity. Also see, FLUE Policy 3.2.6 - The City shall encourage economic development in all areas within the city limits by establishing standards in the LDC to: • Provide a variety of uses in close proximity; and • Increase activity and community involvement. This project in fact meets and exceeds all of these characteristics and the permission for the rezoning to allow this great work to continue actually continues our city's stated objectives.

3. Compliance with the intent and criteria in section 28-286.

Section 28-286 provides: The application of flexible land use controls to the development of land is often difficult or impossible within traditional zoning district regulations. In order to permit the use of more flexible land use regulations and to facilitate use of the most advantageous techniques of land development, it is often necessary to establish planned unit developments (PUD) in which development is in harmony with the general purpose and intent of the city's general planning program and comprehensive plan. The objective of a PUD is to encourage ingenuity, imagination and design efforts on the part of builders, architects, site planners and developers to produce residential, commercial or industrial developments, or combinations thereof, which are in keeping with overall land use density and intensity standards,

and open space objectives. The intent of a PUD is to permit flexibility from the strict application of setback, lot size, and other zoning district requirements, and provide performance criteria which:

- (1) Permit a creative approach to the development of land; and
- (2) Accomplish a more desirable environment than would be possible through the strict application of minimum zoning district requirements; and
- (3) Provide for an efficient use of land; and
- (4) Improve the appearance of the area through the preservation and enhancement of natural features, recreation areas, and open space; and
- (5) Provide an environment of stable character compatible with surrounding areas; and
- (6) Retain property values over the years.

Response: The Development Plan Narrative, attached above, demonstrates this proposed PUD's compliance with Section 28-286 and how this proposal is a perfect example for the use of planned unit development to encourage the restoration and/or continued use of a property while allowing for a creative use that is both in line with the area and the stated objective of our code and further has historically shown that the current uses are compatible to the surrounding area. This PUD as narrowly tailored, allows those historically compatible uses to continue as a means of carrying on Hazel Henderson's enviable goals and true philanthropic intent for community involvement and scholarly research and endeavors in the heart of our great historic city.

4. Compliance with section 28-288 and justification for any zoning uses.

Response: Section 28-288 provides "Any use which is permitted by the comprehensive plan may be included and approved in a PUD." This rezoning will allow the trustees of Hazel Henderson to maintain the historically compatible uses hereon and continue running her business, maintaining her extensive private library for research and scholarly pursuits, and keep the meeting space for community and other activities that discuss integrative solutions for environmental protections, social entrepreneurship, and ethical governance. The trustees are part time residents of St. Augustine within the single-family residence space and they share the home with a full-time caretaker living on the property in the accessory apartment; moreover, the request for the narrowly tailored PUD to permit these compatible historical uses to continue, as a testament to Hazel Henderson's decades old endeavors, is appropriate and justified.

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

Response: This PUD is fully developed and will only require maintenance over time.

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

Response: No such areas exist on the Property.

7. A termination date after which all or part of a PUD that has been abandoned by failure to timely commence and complete development of all or part of the phases of the PUD as identified pursuant to subsection (6) shall act as a reversion of the zoning to its pre-PUD zoning district for the areas not in compliance with the phasing schedule.

Response: It is the landowner's understanding and intent that should this Application be approved and then not acted upon timely, the existing zoning approvals would remain unchanged. Further, if Ethical Markets Media LLC transfers the property to a person or entity that intends to operate the property contrary to the uses / approvals granted herein, then the property's zoning shall revert to RS-1.

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

Response: Any reversion to a pre-PUD zoning district would not render the existing uses inconsistent with the Comprehensive Plan.

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

Response:

The owners for themselves and for their successors and assigns acknowledge and agree to be bound by every commitment made in this application and at hearings relating to the rights, terms, conditions and limitations of the PUD text narrative and final site development plan, including but not limited to the phasing termination and reversion clauses.

SECTION V - SUMMARY AND CONCLUSIONS

Approval of this Planned Unit Development, when developed in accordance with the conditions stipulated within the application and imposed by the Ordinance, is justified in that:

1. The project will not adversely affect the orderly development of the City of St. Augustine as embodied by the City Zoning Ordinance and the respective Comprehensive Plan of the City, as the proposal is in conformance with the Plan and its goals and objectives, and the use, as included in the Narrative, is compatible with the surrounding zoning. The project allows control over the size and intensity over development and assurance of compatibility with surrounding residential uses.

2. The project will not adversely affect the orderly development of the City of St. Augustine and will not adversely affect the health, safety and welfare of the residents or visitors to the area, will not be detrimental to the natural environment or the development of adjacent properties or the neighborhood as a result of the conditions and safeguards included in the application.

3. The project will accomplish the objective, standards and criteria set forth within the Zoning Ordinance and provides for strict regulation and maintenance of the project to provide the City with the assurance of an attractive and beneficial asset.

4. When developed in accordance with the conditions stipulated in the PUD application and imposed by this Ordinance, the proposed PUD will be consistent with the development of the property in the area and will be compatible with the desired future development of the area.

Summary of Justification - Public Purpose and Public Benefit

Further, pursuant to the guidelines of our PUD ordinance, the retention and continued maintenance of this historic property and building is a grand contribution to the area and the benefits to the local and broader community of this designation include the following:

1. Keeping the property primarily residential, while maintaining the scale of historic uses that have existed compatibly on the property for decades.
2. Maintaining the historic, unique and valuable library in a residential environment.
3. The retention of this historic structure and property as is and the continued maintenance of the same as required under the PUD.
4. Maintaining a compatible, historical use and supporting structure that promotes the study of social entrepreneurship, environmental issues, and ethical governance, benefiting both the local and greater communities (Think Global Act Local!)

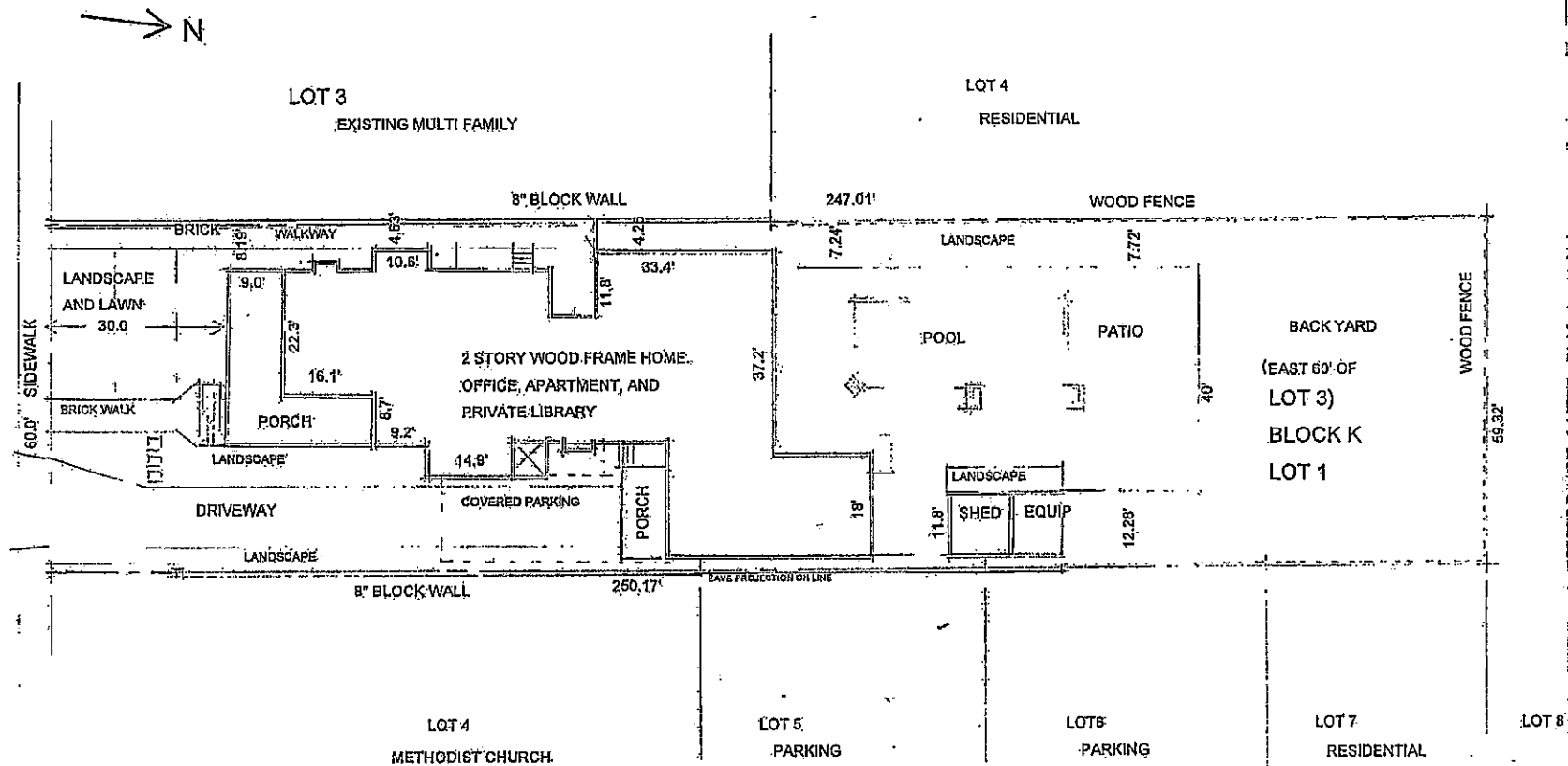
THEREFORE, this Planned Unit Development request meets all the above-listed City requirements, including the Comprehensive Plan requirements, does not conflict with any of the elements of our Comprehensive Plan and is fully consistent with our Comprehensive Plan and our City Code.

14-00000

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line of 247'01 feet
to the north line,
to the point of



CARRERA ST



SITE PLAN OF 10 CARRERA, ST AUGUSTINE, FL
01.25.25
OWNER- ETHICAL MARKETS MEDIA. LLC

BASIS OF INFORMATION
SURVEY BY DEVINO AND ASSOCIATES, INC
NOV 21, 1999 (REV DEC 2, 1999)
JOB 91-0415
T DWIGHT STRICKLAND
FL SURVEY LIS #4378

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: April 3, 2025

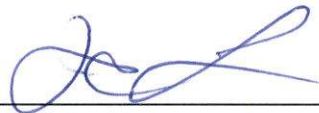
RE: **ORDINANCE 2025-06: MOBILE VENDOR RESTRICTIONS DURING PERIODS OF CONGESTION**

At its February 10, 2025 meeting, the City Commission heard public comment and a presentation by the City Manager, David Birchim, and reviewed data analytics regarding public safety and traffic and pedestrian congestion impacts on the City during the 2024-2025 Nights of Lights event. This presentation and data are included with the proposed ordinance as support for the regulation. In addition, the City reviewed and assembled additional data from both the Nights of Lights event and the City's annual celebration of Independence Day, which is included with this proposed ordinance.

Based on the data provided, the City Commission determined that reasonable, data driven restrictions must be placed on areas of high pedestrian traffic congestion during the City's busiest events. The restrictions on mobile vendors' use of the sidewalk along Avenida Menendez and Cathedral Place are to be limited in duration, but will continue to provide all other areas unrestricted for mobile vending operations. This regulation is the least burdensome alternative to address the issues observed and is narrowly tailored to serve the substantial public interest in health, safety, and order by maximizing the available space on congested sidewalks for the public and key personnel to traverse in a timely fashion.

Please place Ordinance 2025-06 on the regular City Commission agenda for first reading on April 14, 2025 meeting.

Thank you.



Isabelle C. Lopez
City Attorney

Attachment

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

Agenda Title:

Ordinance 2025-06: Imposes restrictions on mobile vendors during Nights of Lights and July 4th celebrations.

Business Impact Estimate Form

This Business Impact Estimate Form is provided to document compliance with and exemption from the requirements of section 166.041(4), Florida Statutes. If one or more boxes are checked below under “Applicable Exemptions”, this indicates that the City has determined that Sec. 166.041(4), Fla. Stat., does not apply to the proposed ordinance and that a business impact estimate is not required by law. If no exemption is identified, a business impact estimate required by section 166.041(4), Florida Statute will be provided in the “Business Impact Estimate” section below.

Proposed Ordinance Title/Reference:

ORDINANCE NO. 2025-06

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, CREATING SECTION 27-512 OF THE CODE OF THE CITY OF ST. AUGUSTINE PROVIDING FOR RESTRICTIONS FOR MOBILE VENDORS IN HIGH CONGESTION AREAS; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

Applicable Exemptions:

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Development orders and development permits, as those terms are defined in s. 163.3164, and, development agreements, as authorized by the Florida Local Government Development Agreement Act under ss. 163.3220-163.3243, Florida Statutes;
 - b. Comprehensive plan amendments and land development regulation amendments initiated by an application by a private party other than the municipality;
 - c. Sections 190.005 and 190.046, relating to statutory Community Development Districts;
 - d. Section 553.73, relating to the Florida Building Code; or
 - e. Section 633.202, relating to the Florida Fire Prevention Code.

Note: The City's provision of information in the Business Impact Estimate section below, notwithstanding an applicable exemption, shall not constitute a waiver of the exemption or an admission that a business impact estimate is required by law for the proposed ordinance. The City's failure to check one or more exemptions above shall not constitute a waiver of the omitted exemption or an admission that the omitted exemption does not apply to the proposed ordinance under Section 166.041(4), Florida Statute, Sec. 166.0411, Fla. Stat., or any other relevant provision of law.

Business Impact Estimate:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

THE PURPOSE OF THIS AMENDMENT IS TO PROVIDE RESTRICTIONS ON MOBILE VENDORS' USE OF CERTAIN AREAS DURING SPECIFIC EVENTS WHEN PEDESTRIAN TRAFFIC AND CONGESTION IS AT ITS HIGHEST. THIS AMENDMENT SERVES THE BEST INTEREST OF PUBLIC HEALTH, SAFETY, MORALS, AND GENERAL WELFARE OF THE CITY.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of St. Augustine, if any:
 - (a) An estimate of direct compliance costs that businesses may reasonably incur;
 - (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible; and
 - (c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

THIS PROPOSED ORDINANCE HAS NO ADDITIONAL FEES OR COST OF COMPLIANCE FOR ANY EXISTING BUSINESS.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

NONE.

4. Additional information the governing body determines may be useful (if any):

NONE.

ORDINANCE NO. 2025-06

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, CREATING SECTION 27-512 OF THE CODE OF THE CITY OF ST. AUGUSTINE PROVIDING FOR RESTRICTIONS FOR MOBILE VENDORS IN HIGH CONGESTION AREAS; 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, at its February 10, 2025 meeting, the City Commission heard public comment along with a presentation by City Manager, David Birchim, regarding public safety and traffic and pedestrian congestion impacts on the City during the 2024-2025 Nights of Lights event, and

WHEREAS, during his presentation, the City Manager noted that first responders had delayed response times to emergency calls as well as prolonged patient transfer times due to traffic and congestion on City streets; and

WHEREAS, the City Manager also noted that City staff had difficulty emptying trash receptacles in a timely manner due to vehicular and pedestrian congestion, gridlock, and interference resulting in overflowing trash bins and unsightly and unsanitary piles of garbage on city streets; and

WHEREAS, the City Commission also reviewed additional data assembled from both the Nights of Lights event and the City's annual celebration of Independence Day; and

WHEREAS, based on the data provided, the City Commission determined that reasonable, data driven restrictions must be placed on areas of high pedestrian traffic congestion during the City's busiest events, including restrictions on mobile vendors' use of the sidewalk along Avenida Menendez and Cathedral Place, but continue to provide all other areas unrestricted for mobile vending operations; and

WHEREAS, the February 10, 2025 presentation and data are included with this proposed ordinance as support for the regulation; and

WHEREAS, the City Commission finds that this regulation is the least burdensome alternative to address the issues observed and is narrowly tailored to serve the substantial

public interest in health, safety, and order by maximizing the available space on congested sidewalks for the public and key personnel to traverse in a timely fashion; and

WHEREAS, the City Commission 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 OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. Creating Chapter 27, Article XII, Section 27-512. Chapter 27, Article XII, Section 27-512 is hereby created, as follows:

“Sec. 27-512. - High Congestion Area Restrictions.

The western sidewalk of South Castillo Drive/Avenida Menendez/SR A1A from Orange Street to the north through King Street to the south, as well as the northern sidewalk of Cathedral Place, are determined to be high congestion areas. Vendors will be prohibited from vending in these high congestion areas including any sidewalk, median, landscaped areas, parking and loading zones, or other right-of way during the City’s celebration of Nights of Lights as defined in Sec. 3-23(e)(6)b and during the City’s celebration of Independence Day (the Fourth of July), annually. Additionally, vendors will be prohibited from vending on the eastern sidewalk of Avenida Menendez during the City’s annual celebration of Independence Day (the Fourth of July).”

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

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

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

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

PASSED by the City Commission of the City of St. Augustine, Florida, this
_____ day of _____, 2025.

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CITY MANAGER PRESENTATION
February 10, 2025

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: City Commission

RE: 2024-2025 *Nights of Lights* season review

DATE: February 10, 2025

In response to the overwhelming public feedback of the 2024-2025 *Nights of Lights* season, I have prepared a presentation for your review. It is a comprehensive overview of the critical departments and their observations of this year's experience.

I look forward to sharing this information with you on Monday, February 10, 2025, during the regularly scheduled city commission meeting as a staff presentation.

Respectfully,

A handwritten signature in blue ink that reads "David Birchim". The signature is written in a cursive, flowing style.

David Birchim, City Manager

2024-2025
Nights of Lights Season Review

David Birchim, AICP
City Manager

City Commission Meeting
February 10, 2025



CITY OF
ST. AUGUSTINE
EST. 1565

Traffic and Congestion

Observations

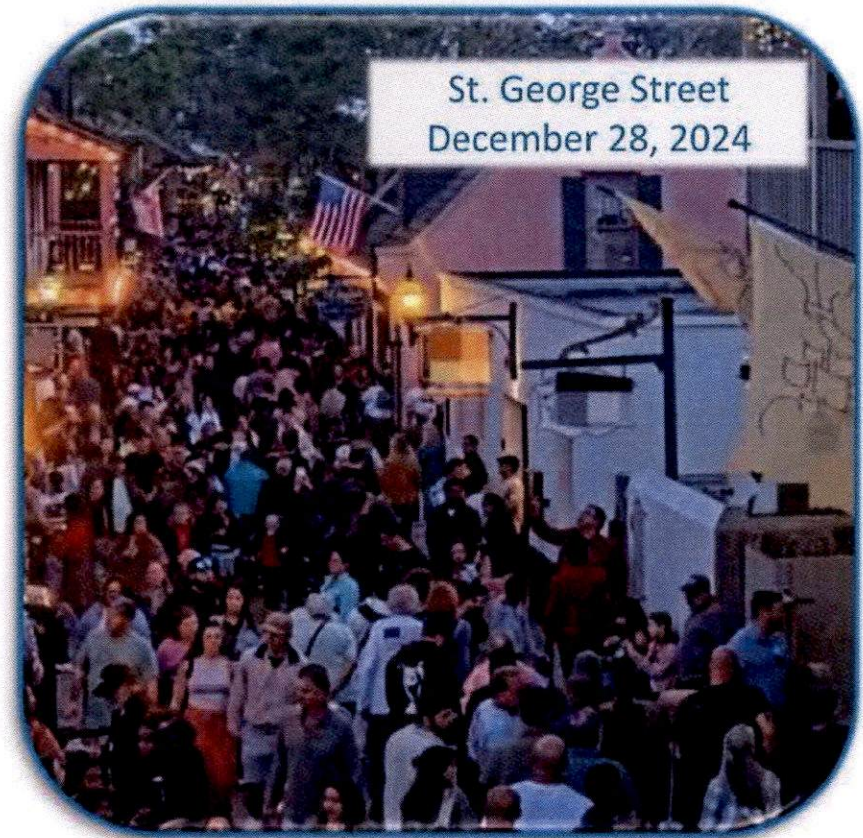
- Major routes affected:
 - King Street
 - SR 16
 - North Ponce de Leon (US1)
 - Anastasia Blvd
- Secondary arteries affected:
 - Masters Drive
 - Palmer Street
 - Oglethorpe Blvd
- Traffic signal operations breakdown
- Downtown neighborhoods impacted from spillover traffic from major routes
- Impact on emergency services



Traffic and Congestion

Observations

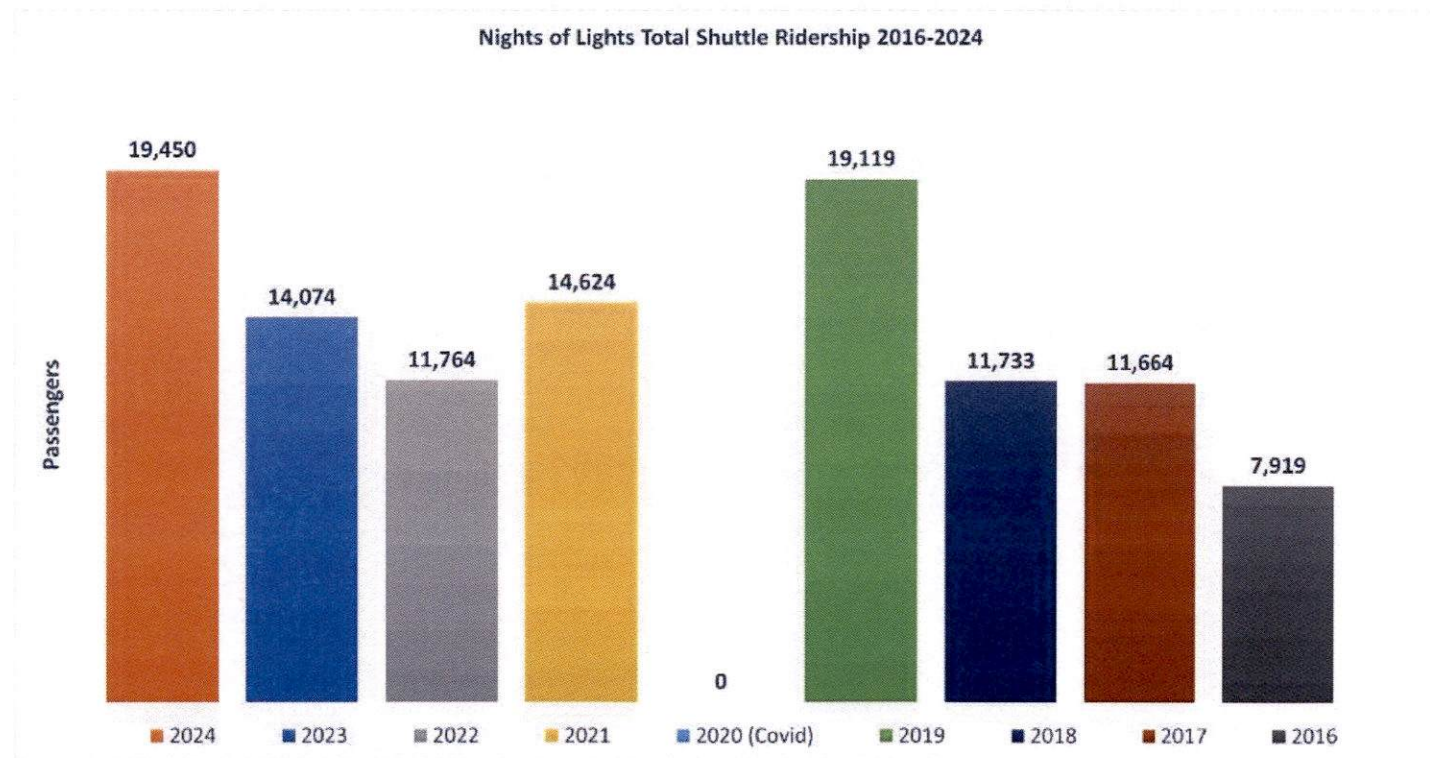
- Large crowds on:
 - St. George St
 - The Plaza/Bayfront
 - Hypolita St
 - Treasury St
 - Charlotte St
 - Spanish St
 - Cathedral Pl
 - King St
- Pedestrians led to traffic disruptions by not obeying traffic signals
 - Crossing during greenlights for vehicular traffic
 - Bridge of Lions intersection
 - Cathedral Pl and St. George St intersection
 - San Marco and West Castillo



Shuttling

Observations

- Shuttle Operations
 - 19,450 passengers over 12 days
 - Long headway times (45+mins)
 - No shuttling from County sites between Christmas and New Years



Parking

Parking Garage

- Closed 29 days between Light Up Night and Dec. 31
- 61,273 vehicles entered during this time

Parking Garage Daily Car Counts -- 2024

Year 2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
1	2440	771	1443	1524	735	2285	1014	942	2574	537	1566	2333
2	2263	1417	2162	1420	892	1530	1088	1408	1316	615	2490	1391
3	1851	2321	1640	876	1320	974	1395	906	478	669	1468	1274
4	1943	619	1238	2095	***2443	952	***1917	819	456	1472	643	1447
5	2543	706	856	2130	1444	950	2638	266	454	2473	576	1827
6	2231	688	973	***2376	778	962	2653	613	793	592	573	2387
7	1786	747	1224	1866	757	1473	1381	779	1716	767	751	***3324
8	585	891	1667	821	777	2273	461	794	835	1225	1601	2464
9	359	1556	***2410	807	801	1359	814	1275	487	224	2599	1685
10	876	2330	2029	920	1295	785	944	1991	483	355	1653	1840
11	915	1279	1650	672	2765	950	1123	1160	438	1136	1163	1408
12	1030	857	1737	1596	2119	942	1561	675	484	2368	668	1996
13	2629	1086	1700	2638	850	1047	2699	662	984	1852	794	2483
14	2423	1571	1903	1671	608	1486	1362	654	1751	807	855	***2901
15	1314	1236	2094	937	716	2633	858	745	1242	740	1581	2580
16	493	2091	***2279	872	863	1560	935	1164	636	828	2613	1926
17	644	1721	1943	904	1380	1048	897	2276	662	888	1372	1868
18	829	1167	1073	1112	2363	1076	1020	1127	704	1595	636	1914
19	1629	1604	1682	1753	1449	1482	1368	522	789	2317	635	2082
20	2910	1207	1511	2477	900	1301	2410	521	969	1041	655	2732
21	1286	1195	1601	1589	816	1496	1587	614	144	686	809	***2760
22	793	1348	1455	1155	788	2324	937	576	156	677	1396	3028
23	774	1559	***2308	923	879	1508	906	1019	742	759	***2387	2917
24	925	2515	2077	842	1507	909	953	2092	642	928	2565	2710
25	1092	1883	1760	988	2580	866	1123	1296	654	1430	2252	2024
26	1752	1217	1554	1723	2584	905	1452	571	274	2749	2319	***2960
27	2650	1020	1748	2501	1511	1076	2603	543	1114	1444	2355	***2919
28	1533	1036	1712	1731	904	1231	1459	529	2131	723	2274	***2819
29	727	1147	2112	787	842	2297	939	610	1187	613	***3003	***2642
30	716		***2588	797	1001	1555	898	1251	540	694	***2824	***2650
31	720				1348		816	2809		1265		3190
TOTAL	44,661	38,785	42,544	40,127	37,572	41,235	40,294	31,209	25,835	34,469	38,862	49,506

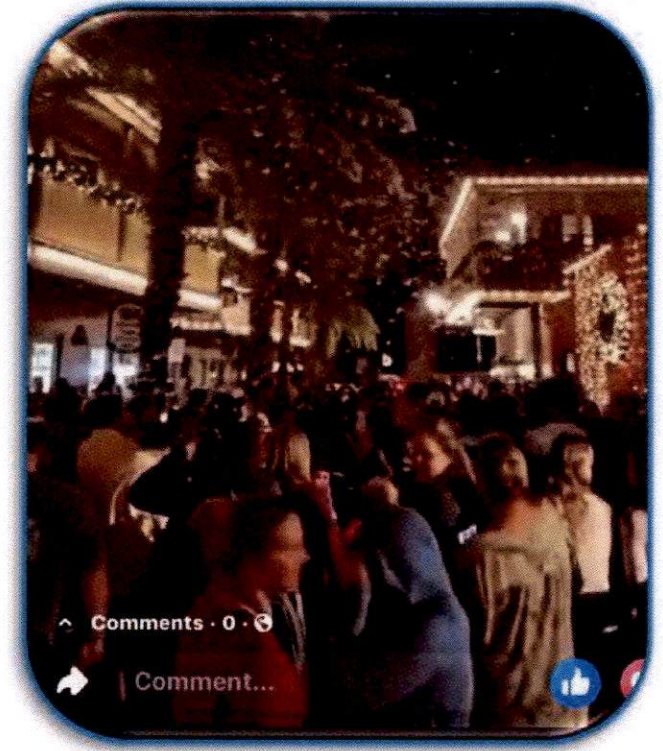
Closures Total 66 Days	**** Shuttle Operations 18 Days	Yearly Total 465,099
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Public Restrooms

Observations

- Limited inventory of public restrooms
- 66 units including VIC, Casa del Hidalgo and Marina
 - 18 urinals
 - 48 stalls
 - 8 ADA
- Overcrowding, long lines
- Complaints of public urination and increased vandalism
- Aggressive behavior of visitors
- Difficult to impossible for cleaning crews to work
- Casa Monica became an unofficial public restroom



Staffing (VIC and Casa del Hidalgo)

- Since January 2024, Property Services and Solid Waste modified shifts to later hours for final cleaning and operations to accommodate late night activities
- Christmas Day added 2 employees to service
- Cost of supplies
 - Normally ~\$2250/month
 - December 2024 ~\$4620



Solid Waste

Observations

- Inundation of visitors generating solid waste
- Large volumes result in overflowing receptacles
- Unsightly piles on top and next to bins
- During peak hours, crews are unable to respond in a timely manner
- Difficulty gaining access to service waste bins due to vehicular and pedestrian congestion, gridlock, and interference
- Businesses were impacted by visitors' negative experience



Facebook post on St. Augustine News



Solid Waste

Staffing

- Litter Crew
 - 2 employees per shift
 - 5am-1pm and 5pm – 1am
 - During peak, each shift extended by 1 hour of overtime
 - Employee 1: St. George Street
 - Employee 2: (pickup truck/lift gate): includes but not limited to: VIC, Parking Garage, Cordova, Orange, Bayfront, Plaza, Francis Field, and Parks
- Pressure Washing
 - 2 employees
 - 5:30am – 1:30pm
 - 7 days per week
- Street Sweeper
 - 1 employee
 - 5am – 1pm, Monday – Friday.
 - Second employee as needed, normally used for solid waste collection services



St. Augustine Police Department

Staffing

- Normal Weekend
 - 1 Supervisor, 5 Officers, 2 Downtown Bicycle Officers, 1 Flagler College Officer, 1 Traffic Officer, 1 Code Enforcement (not SAPD)
 - Light-Up! Night: 27 officers
 - Nights of Lights weekends: 14 officers
 - New Years Eve: 17 officers
- Off Duty Requests (during NOL)
 - 204 jobs requested, 192 filled (trolleys, weddings, etc.)
 - 1250.25 total hours
 - 259.25 hours worked by civilians, PSA's and other law enforcement agencies

Mobility

- Uber/Lyft, Taxi, and unauthorized drivers are liability
- Party buses and golf carts are increasingly problematic
- Cars park illegally on the lawn of the Castillo
- Requests for patrol in parking garage
- Control pedestrian and vehicular traffic intermixture



Public Safety

General Security Concerns

- Pickpocket groups
- Concerns posted/circulated on social media, impacting city reputation
- New Orleans – could it happen here? Not IF, but WHEN

Resident Concerns

- Noise
- Traffic Congestion
- Overcrowding
- Increased cut-through traffic

Other

- Traffic signal at King/Ponce does not account for increased volume; light auto-rotates through cycle
- Southbound San Marco at Ripley's, no protected left turn. Northbound cars don't allow for cars to turn
- Update opening procedures for parking garage closure (minimum 150/up to 200 available spaces before reopen)



St. Augustine Fire Department

Observations

- Response for service
 - Above-average delays due to traffic/congestion
 - Response time
 - Patient transport time
 - December 2024: 465 calls (normal average: 385)
 - Busier than any similar sized agency in Florida
 - Return to station increased from 5 minutes to 30+
 - Cars parked on both sides of already tight streets
- Staffing
 - Considerable increase in staffing required to cover increased response units
 - Increased overtime to cover the shifts

Recommendations

- Additional equipment
- Seasonal part-time staffing
- Traffic mitigation
- Enhanced training



Communications

Current Advertising for Parking/Shuttles

- Print, radio, digital, social media
- News & Notes and The Break Room
- Targeted to residents and nearby communities

Current Real-time messaging/information

- Digital message boards – garage closed
- Digital parking spot counter

Future Suggestions

- SMART St. Augustine initiative
- Mobile APP
- Bus tracker
- Parking spot finder
- QR Codes
- One-stop info on city website

Shuttle Survey Results (19,450/63)

Where do they live?

- 29 St. Johns County
- 30 State of Florida
- 3 out of state

Where did they park?

- 14 Broudy
- 8 301 San Marco
- 8 SJC Admin
- 4 Anastasia Island

How'd they hear?

- 8 News & Notes
- 8 Signs into town
- 8 Past experience
- 6 City Facebook
- 18 other online sources



Communications

Community Feedback

- Commissioners getting emails/phone calls
- Social media
 - Frustrations
 - Posting photos
 - Too many people
 - Too many cars

Social Media Summary (Facebook, Instagram, X)

- Shuttle posts (14)
 - Engagement (1,188)
 - Reach (127,011)
- Survey posts (5)
 - Engagement (30)
 - Reach (2,149)
- Trash/Litter (6) (response to public criticism)
 - Engagement (71)
 - Reach (4,750)

Shuttle dates were also posted as FB events (10)

Shuttle Survey Results (Cont'd)

How was your experience?

- Early responses very positive
 - Friendly staff
 - Comfortable, roomy bus
- December/Christmas holiday
 - Out of control
 - Gridlock
 - Shuttles stuck in traffic
 - Too long to wait
 - Volume of traffic unacceptable
 - Downtown should be closed to vehicular traffic
- Did not ask what day the rode
- Solicited feedback after shuttles ended



Economic Impacts

Current General Fund Revenues

- TDC Grants
 - \$100K/shuttles
 - \$100K/NOL
- Slight increase in Sales Tax & Gas Tax revenues passed though, averaging \$25k

Current General Fund Expenditures

- Light installation/decorations/electrical repairs
- Shuttles
- Overtime
 - Police
 - Fire
 - General Services
 - Public Works

\$225,000 General Fund Revenues — \$550,000 General Fund Expenses = (\$325,000)

Visitor Information Center Fund

- Enterprise Fund
- Average increase of \$400K which funds:
 - Garage operations
 - Debt service
 - Transfers to Mobility and HP

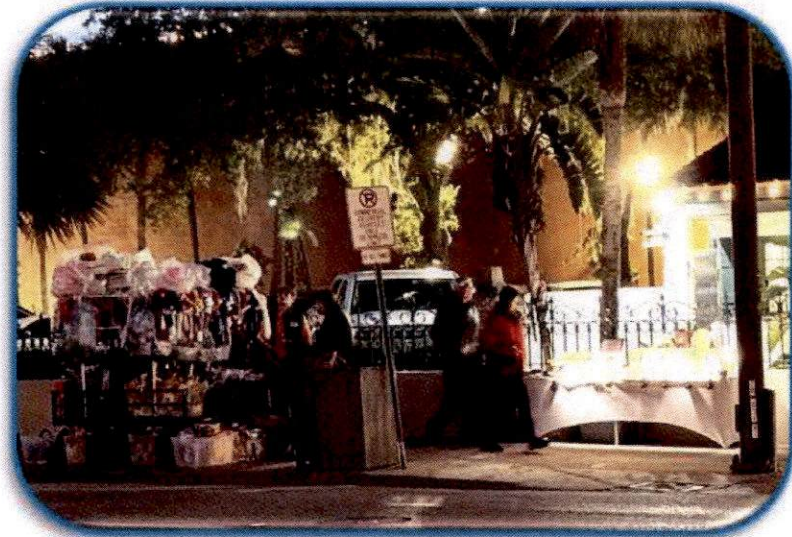
Future Increased Level of Expenses

- Lease rates at Bank of America lot
- Portable bathroom rentals
- Contracted services for staffing
- Staging areas
- Barricades/security/signage



Vendors

- Current Ordinance
- Code Enforcement
- Options in the future



Stakeholder Feedback

Meeting on January 23

- 24 Attendees
- Recognizing it is a shared responsibility to manage
- Not solely on the shoulders of the City

Input from attendees

- St. Augustine Beach, offering facilities and resources to assist
- Why don't/can't we use Francis Field for premium/worker parking
- Flagler College parking garage, Anchor Faith Church, other private property owners
- Pedestrian-only and closing streets
- Use resource officers (PSAs) for additional security and law enforcement presence
- Why a consultant? We have a wealth of local expertise to collaborate on solutions
- Create a working group – not a “committee”



Short-term Recommendations

Spring Break

- First opportunity to try some initial solutions

4th of July

- Block vehicular traffic on Cathedral
- Block thru traffic on Treasury
 - 2-way from Charlotte and Spanish
 - Private driveways will not be blocked.
- Other pedestrian-friendly: Orange, Hypolita, Treasury
- Lease Bank of America parking lot
 - Portable restrooms (100 units)
 - Handwashing, cooling tents
 - First aid
- Portable restrooms in Toques Lot, not in reserves spaces (20 units)
- Additional VIC portable restrooms
- Increase portable restrooms on high-traffic areas (King Street, parking lots)
- Signage on St. George Street



Short-term Recommendations

4th of July (continued)

- Barricades/security
- Ways of keeping people moving when the garage closes
- SAPD will enact a security plan
- Uber/Lyft, Taxi – designated drop-off/pick-up (Geofencing, if possible)
- Certify more staff for traffic control – needed for additional street closures
- Use Orange Street for shuttle buses, city employees, emergency response



Long-term Recommendations

Already in Discussions

- FDOT-dedicated traffic lane for shuttles, San Marco/US 1
- SMART St. Augustine – dynamic messaging, mobile app
- Broudy parking, other satellite options
 - 700 additional spaces
 - Shuttle service – part of the STAR Circulator program
- Additional satellite parking lots
- Comprehensive security plan for downtown visitors

Reminders

- King Street Bridge replacement after 4th of July, 2025
 - Bridge will be closed for 12-18 months
 - Malaga/US 1 detour
- FDOT Seawall replacement project, 2026
 - Bridge of Lions to Castillo de San Marcos



Thank You



NIGHTS OF LIGHTS
**Pedestrian and Vehicular
Congestion**

Nights of Lights
Plaza de la Constitución / Cathedral Place



Nights of Lights
Avenida Menendez / Bayfront



Nights of Lights
Plaza de la Constitución / Cathedral Place



Nights of Lights
Plaza de la Constitución / Cathedral Place



Nights of Lights
Avenida Menendez / Bayfront



Nights of Lights
Plaza de la Constitución



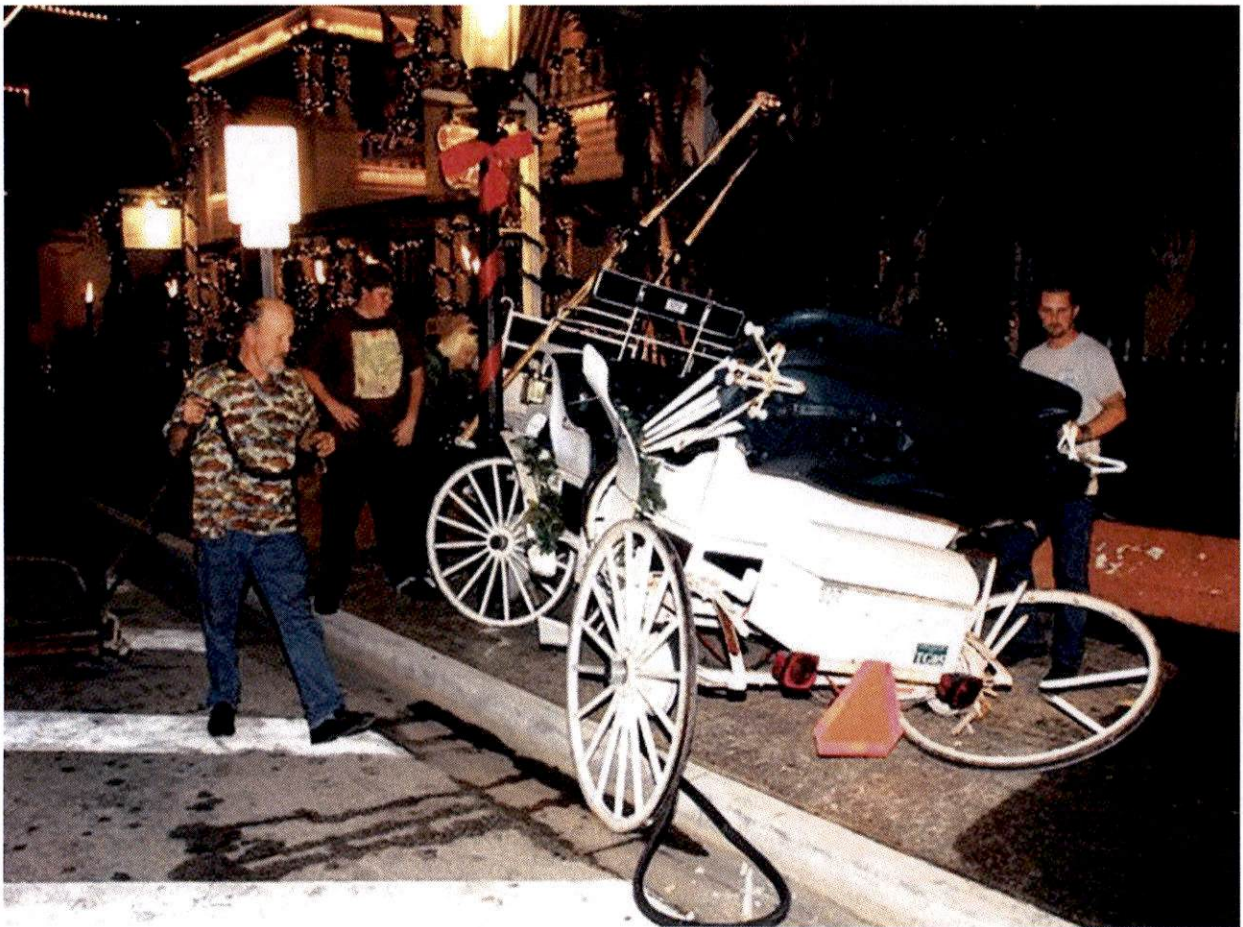
Nights of Lights
Avenida Menendez / Bayfront

NEWS

Trolleys, carriages and traffic can be dangerous mix

Accidents occur when drivers don't pay attention.

Dana Treen



The St. Augustine Record Workers prepare to tow away a carriage after it was involved in a hit-and-run accident on the bayfront in December. *Florida Times-Union*

Nights of Lights
St. George Street



Nights of Lights
St. George Street



July 4th Fireworks Over the Matanzas
Pedestrian and Vehicular Congestion

July 4th Fireworks Over the Matanzas
Castillo de San Marcos / Bayfront



July 4th Fireworks Over the Matanzas
Avenida Menendez / Bayfront



July 4th Fireworks Over the Matanzas
Bayfront



July 4th Fireworks Over the Matanzas
Plaza de la Constitución / Cathedral Place



July 4th Fireworks Over the Matanzas
Plaza de la Constitución / Bayfront



July 4th Fireworks Over the Matanzas
Castillo de San Marcos / Bayfront



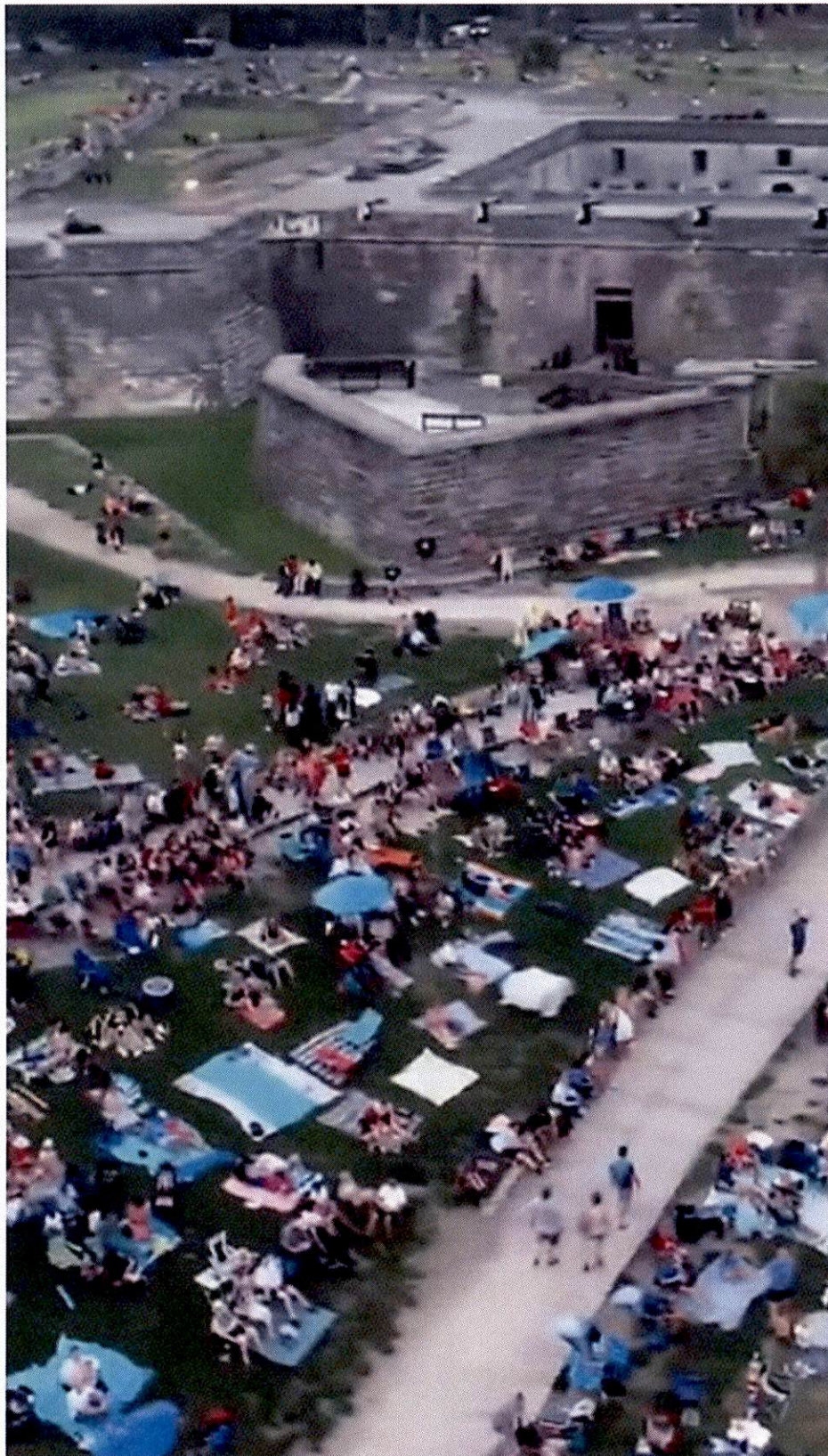
July 4th Fireworks Over the Matanzas
Bayfront / Bridge of Lions



July 4th Fireworks Over the Matanzas
Avenida Menendez / Bayfront



July 4th Fireworks Over the Matanzas
Castillo de San Marcos / Bayfront



Fireworks Over The Matanzas 2024

The Fourth of July in St. Augustine

CITY OPERATIONS PLAN

07-04-2024

-- Distribution --

City of St. Augustine

SAPD

Jeff Truncellito

Eric Yarborough

Marine Operations (Pat Harvey) 904-669-1539

SAFD

Carlos Aviles, Abby Pedigo

General Services

Facilities

Christine Skaggs

Property Services

Mark Harrington

Public Works

Stephen Slaughter

Mobility

Xavier Pellicer, Todd Clark

Streets & Grounds

Mark Hartley

837-3083(c)

Solid Waste

Olivia Smith

814-3150

Steve Wright

540.9850

HDPF

Denise Medrano

VIC

Jessica Joyce

Marina

Eric Mauldin

Finance

Meredith Breidenstein

Parking

Tara Bennie

Administration

David Birchim/Meredith Breidenstein/Ruben Franklin

Communications

Melissa Wissel

293-3307

Harley Miller

788-3252

Events

Cori Niles

347-4536/808-2332(City Cell)

National Park Service

Adam Roberts

(904) 829-6506, Option #3

Fireworks by Santore

Anthony Santore

386.569.3017 (c)

Eric Larsen

407.694.5895 (c)

Toes In The Sand

Bill Parker/Thomas Branning

823.1390 814.0402

All-Star Orchestra

Rob Chapman

861.7673 (c)

Floater Portable Toilets

Toni Moon

751-2614

Friday, June 14

During the day

**Marina begins delivery of flyers to boats
anchored in No Boat Zone
Delivery continues DAILY through Day of Event, July 4
Status of Shorebird Nesting on Bird Island Verified**

Eric Marina

Monday, June 24-Friday, June 28

VIC employees will distribute 100 restroom maps to area businesses

VIC Employees

Friday, June 28

Morning

Placement of portable directional signs

“Bridge of Lions Closed 7/4, 8:00pm – 11:00pm”

Placement:

U.S. 1 northbound at S.R. 312

Anastasia Blvd. westbound at McDonald's

Placement of 3 portable directional signs for Shuttle

"July 4th Free Shuttle 6pm-Midnight"

Anastasia Baptist

St Augustine Amphitheatre

R.B. Hunt Elementary

Public Works/

X. Pellicer/Todd Clark

SAPD message boards (bridge closure) placement

SAPD

Anastasia Blvd. – westbound in the median at Noby's

A1A Near Ripley's

Post Office on King St.

Wednesday, July 3

5:00am

Block parking on Bayfront for sound set-up

SAPD

5 spaces, east side of Avenida Menendez

northern most spaces adjacent to hack stand (see diagram)

(Make sure electric is unlocked-Chris Fitts-Confirmed)

Parking Permits Displayed

8:00am

Barricades Drop-off

SAPD

4 @ NPS parking lot at corner of Cuna/Avenida Menendez

2 @ Charlotte & King

5:00pm	NPS Parking Lot (Cuna/Avenida Menendez) After NPS utilizes lot during day the lot is barricaded to prevent use by the public overnight. <u>Barricade set-up</u>	NPS Streets & Grounds & NPS
All Day	Sound Equipment set-up <u>Parking Permits Displayed</u>	Toes in the Sand

**** THURSDAY, JULY 4 ****

Time	Event	Action/Contact
2:00am	Low Tide	
5:00am	Confirm parking on Bayfront for sound set-up 4 spaces, east side of Avenida Menendez North most spaces adjacent to hack stand (see diagram)	SAPD
6:00am	Parking Blocked Coned / signed as <u>NO PARKING</u> Avenida Menendez: - North of Bridge of Lions, north & south bound lanes (<u>exclude horse area</u>) King St. - North side between Cordova St. and Charlotte St. Cathedral Place: - South side between Charlotte St. & Cordova Orchestra will park here <u>Parking Permits displayed.</u>	Streets/SAPD Streets/SAPD
8:00am	Lock Gates on Orange St., School Board Lot -Overflow lot	Parking Garage
7:46am	High Tide	
1:45pm	Low Tide	
8:13pm	High Tide	

By Morning Placement trash/recycle carts @ portable restroom sites Solid Waste

100 trash carts and 6 recycle carts (shuttle sites only)

Citywide		
8	Trash cart	Corner lot of Avenida Menendez and Cuna
6	Trash cart	Corner of Charlotte and Cathedral
4	Trash cart	Corner of Cathedral and St George – 2 on each side
10	Trash cart	The Plaza
5	Trash cart	VIC – under garage eaves
10	trash cart	Parking garage
6	Trash cart	Oglethorpe and Flagler Blvd
2	Trash cart	Flagler Blvd and Gerado – SW corner
5	Trash cart	Marina - southside
4	Trash cart	2 on each side of Gibbs
20	Trash cart	Along south and north sides of bayfront

**** THURSDAY, JULY 4 ****

Time	Event	Action/Contact
5	Trash cart	Cul-de-sac on east side of Lion's Bridge
15	Trash cart	Bridge of Lions – during road closure
Total 100		
Shuttle sites		
1/1	Trash/recycle	Anastasia Baptist Church
1/1	Trash/recycle	The AMP
1/1	Trash/recycle	Alligator Farm
1/1	Trash/recycle	RB Hunt Elem
1/1	Trash/recycle	Gerado and Flagler Blvd
1/1	Trash/recycle	East side of Lion's bridge
Total 6/6		
3	8 yd Dumpsters	The Fort – Cubo Line, Bus Parking, and Admin Bldg
3	Street sweep	Bridge, Zone 1 and school lot by parking garage

3 Garbage Trucks for Roadblocks, spotted at 7:30pm

-2 at A1A Ale Works and 1 at Ripley's

During the Day **Trash carts placed along sidewalks leading to the Bridge of Lions (east & west sides) and along Bayfront, etc. Trash carts to be placed on Bridge of Lions when bridge closes. Additional carts on either side of Bayfront.**

Morning	Barge arrives and ties up at north dolphins	Santore
	Cori to secure VHF radios for communication w/barge 2 needed and will meet Eric Larsen at the Marina with them.	Eric/Marina
Mid-day	Santore personnel arrive Eric Larsen, 407.694.5895 SAPD will transport Eric Larsen to barge	Santore SAPD
Afternoon	Firing area monitored	SAPD/SAFD
1:45pm	Low Tide	
2:00pm	Ensure that no boats anchor within firing area. All Star Orchestra arrives Reserved parking on Cathedral	Rob Chapman 861.7673(c)
Mid-day	Check/set time code	Eric Larsen Bill Parker
5:00pm	Car Ticketing and Towing Begins at designated locations	SAPD

**** THURSDAY, JULY 4 ****

Time	Event	Action/Contact
6:00pm	Barry to announce All Star Orchestra and let crowd know when the fireworks will start.	
6:00pm	Concert begins in Gazebo Events	All Star Orchestra Cori Niles
6:00pm	Shuttle begins on Anastasia Island	X. Pellicer
7:00pm	Santore crew transported to Barge	SAPD/SAFD
7:00pm	Firing area cleared of all boats	SAPD/SAFD
7:00pm	NPS parking lot at the Castillo closed for entrance/exit	Adam Roberts
7:45pm	Staging for Closing of Bridge of Lions	SAPD Solid Waste Streets & Grounds
8:00pm	Concert ends in Gazebo	All Star Orchestra
(8:30pm	Sunset)	
8:00pm	Bridge of Lions closed to boats & vehicles. Avenida Menendez is closed to traffic. Bridge will remain closed for pedestrians until ~11:00pm	
8:00pm	Detour begins Toes in the Sand to move truck to Ponce Circle	SAPD
8:00pm	Barge moves into position	Santore
8:13pm	High Tide	
8:45pm	Pre-display music Syn-tests between Toes In The Sand and Santore (Eric Larsen)	Parker/ Santore
9:15pm	Teaser announcements	Toes in the Sand
9:25pm	Fire command given by Barry Fox	Toes in the Sand

**** THURSDAY, JULY 4 ****

Time	Event	Action/Contact
9:30pm	Fireworks display begins	Santore
9:50pm	Fireworks display ends	Santore
≈ 11:00pm	SAPD determines reopen time of Bridge of Lions to vehicular traffic. Solid Waste crews remove trash carts from Bridge.	
11:00pm	Santore crew from Barge	SAPD/SAFD
11:00pm	Control station move out-complete	Toes In The Sand
12:00am	Shuttle Ends on Anastasia Island	X. Pellicer

Time	Event	Action/Contact
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Friday, July 5**Equipment pick - up**

8:00-10:00am	Portable Restrooms	Floaters
	Trash Carts picked up, Streets swept, etc.	Solid Waste
	All barricades/cones/detour signs	Streets

During the day	Message Boards picked up	Acme Signs SAPD Public Work
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July 4th Fireworks Over the Matanzas
Affidavit of Cori Niles,
Event & Venue Coordinator

AFFIDAVIT OF CORI NILES

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before me appeared the undersigned affiant, **Cori Niles**, who after being duly sworn, stated:

1. I am over the age of 18 and qualified to make this affidavit.
2. I am the City of St. Augustine Event & Venue Coordinator.
3. I hereby attest I was informed by the St. Johns County Sheriff's Office that based on aerial data, the estimated attendance in downtown St. Augustine during the 4th of July Fireworks Over the Matanzas event is approximately 65,000 people.

FURTHER AFFIANT SAYETH NAUGHT.

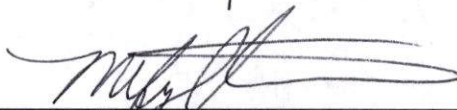


Cori Niles, Event & Venue Coordinator

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☒ physical presence or ☐ online notarization, **Cori Niles** who is personally known to me, who is the person described in and who executed the foregoing instrument and who acknowledged before me that she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 3rd day of April, 2025.





Notary Public, State of Florida

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: April 2, 2025

RE: Resolution 2025-13: Authorizes the City Manager to execute a Grant Agreement to receive financial assistance for the downtown public transit circulator.

Enclosed please find the Public Transportation Grant Agreement between the City and the Florida Department of Transportation (FDOT) to continue to receive financial assistance for the Star Circulator.

Please place this agreement on the agenda under Ordinances and Resolutions-No Public Hearing Required for the City Commission meeting on April 14, 2025. If you have any questions, please let me know. Thank you.



Reuben C Franklin, P.E.
Assistant City Manager

Attachments
Public Transportation Grant Agreement

RESOLUTION 2025-13

A RESOLUTION OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA AUTHORIZING THE EXECUTION OF A PUBLIC TRANSPORTATION GRANT AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF ST. AUGUSTINE.

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

WHEREAS, the City Commission of the City of St. Augustine deems it in the public interest to enter into the attached agreement with the State of Florida, Department of Transportation (FDOT), to provide financial assistance to the City of St. Augustine for the continuance of the Downtown Public Transit STAR Circulator; and

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

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

Section 1. That the City of St. Augustine concurs in and hereby adopts and ratifies the provisions of that grant agreement with the FDOT for the financial assistance as described in the agreement. A copy of the Public Transportation Grant Agreement is A copy of the maintenance agreement is attached hereto and incorporated herein as Exhibit "A."

Section 2. That the City of St. Augustine hereby authorizes the City Manager and City Clerk to execute the maintenance agreement and transmit same to the Florida Department of Transportation.

Section 3. That the City Commission hereby directs the City Clerk to prepare a certified copy of this resolution and to forward the same to the FDOT along with the executed agreement.

ADOPTED in Regular Session of the City Commission for the City of St. Augustine, Florida, this _____ day of _____, 2025.

ATTEST:

Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 03/25

Financial Project Number(s): (item-segment-phase-sequence) 216453-3-84-25	Fund(s): Work Activity Code/Function: 215 Federal Award Identification Number (FAIN) – Transit only: _____ Federal Award Date: _____ Agency UEI Number: EYJGVQ5LEQ23	DPTO FLAIR Category: 088774 Object Code: 751000 Org. Code: 55022020229 Vendor Number: 596000420024	
Contract Number: _____ CFDA Number: N/A CFDA Title: N/A CSFA Number: 55.013 CSFA Title: Transit Corridor Development Program			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into _____, by and between the State of Florida, Department of Transportation, ("Department"), and City of St. Augustine, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D", Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.000, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in Operating Assistance to support a circulator in the St. Augustine area, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- ☐ Aviation
- ☐ Seaports
- ☒ Transit
- ☐ Intermodal
- ☐ Rail Crossing Closure
- ☐ Match to Direct Federal Funding (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- ☐ Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- ☒ Exhibit A: Project Description and Responsibilities
- ☒ Exhibit B: Schedule of Financial Assistance
- ☐ *Exhibit B1: Deferred Reimbursement Financial Provisions
- ☐ *Exhibit B2: Advance Payment Financial Provisions
- ☐ *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- ☐ *Exhibit C: Terms and Conditions of Construction
- ☒ Exhibit D: Agency Resolution
- ☒ Exhibit E: Program Specific Terms and Conditions
- ☒ Exhibit E1: Prohibition Based on Health Care Choices
- ☐ Exhibit E2: Exterior Vehicle Wrap, Tinting, Paint, Marketing and Advertising (Transit)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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- ☒ Exhibit F: Contract Payment Requirements
☒ *Exhibit G: Audit Requirements for Awards of State Financial Assistance
☐ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
☐ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
☐ *Additional Exhibit(s): Exhibit E1 and E2

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through April 30, 2028. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. ☐ If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

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- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

- a. The estimated total cost of the Project is \$1,000,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$1,000,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

☒ Travel expenses are NOT eligible for reimbursement under this Agreement.

☐ Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's

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Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

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- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.
- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project**

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Description and Responsibilities, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

11. General Requirements. The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
- b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
- c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
- d. ☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
- e. ☐ If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. ☐ Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. ☐ Agency has selected to apply a de minimus rate of 15% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. ☐ Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
- f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms

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and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

- g. **Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. **Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. **Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. **Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. **Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors

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and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by

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Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.

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- v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:
 - 1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 - 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 - 3. Wholly or partly suspend or terminate the Federal award;
 - 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 - 5. Withhold further Federal awards for the Project or program;
 - 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:

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- i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as

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applicable.

- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
 - viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

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- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Projects with Non-profit Organizations.** Pursuant to Section 216.1366, Florida Statutes, if the Agency is a nonprofit organization as defined in Section 215.97(2)(m), Florida Statutes, the Agency shall provide documentation to indicate the amount of state funds:
 - i. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Agency
 - ii. Allocated under each payment by the Department to be used for remuneration of any member of the board of directors or an officer of the Agency. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Department to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Agency's website, if the Agency is a non-profit organization and maintains a website. The Agency shall utilize the Department's Form 350-090-19, Compensation to Non-Profits Using State Funds, for purposes of documenting the compensation. The subject Form is required for every contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations.

Pursuant to Section 216.1366, F.S., the term:

- i. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing and equivalent function.

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- ii. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing and meals.
- iii. "State Funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the Medicaid program.

- b. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

15. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole

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proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.

- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

16. Miscellaneous:

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- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of St. Augustine

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

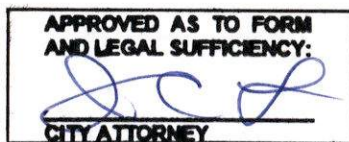
By: _____

Name: _____

Name: James M Knight PE

Title: _____

Title: Transit CoordinatorSTATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Operating Assistance to support a circulator in St. Augustine.

B. Project Location (limits, city, county, map): City of St. Augustine/Saint Augustine, FL/St. Johns

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): Funding to assist with a circulator route in the St. Augustine area.

D. Deliverable(s): Number of trips delivered each invoice period.

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

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EXHIBIT B

**Schedule of Financial Assistance
 TRANSIT OPERATING ONLY**

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

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
216453-3-84-25	DPTO	088774	2025	751000	55.013	Transit Corridor Development Program	\$1,000,000.00
Total Financial Assistance							\$1,000,000.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$1,000,000	\$0	\$0	\$1,000,000
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$1,000,000	\$0	\$0	\$1,000,000

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

- ☒ Monthly
☐ Quarterly
☐ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	00901:300-00
Common Name/UZA Name (Transit Only)	

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Janell Damato

Department Grant Manager Name

Signature

Date

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EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

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**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

(Transit Corridor Program)

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System** - In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.
- 3. Transit Vehicle Inventory Management.** The Agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.
- 4. Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.
- 5. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 6. Submittal of Proposed Timeline.** The Agency will submit a Proposed Timeline for Transit Corridor Activities prior to the commencement of the project.
- 7. Annual Report.** The Agency will provide an annual report including the following information: an evaluation of the attainment of the goals and objectives; the reasons any of the goals were not met, and the benefit accrued by the Agency/Community. Should a project not meet its goals and objectives, the District shall determine if it is necessary to terminate the project. This report will accompany the Final Invoice for reimbursement.

-- End of Exhibit E --

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Exhibit E1

PROGRAM SPECIFIC TERMS AND CONDITIONS

(Prohibition on Discrimination Based on Health Care Choices)

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 339.08, F.S. and Section 381.00316, F.S.
2. **Statutory Compliance.** Pursuant to Section 339.08, F.S., the Department may not expend state funds to support a project or program of certain entities if the entity is found to be in violation of Section 381.00316, F.S. The Department shall withhold state funds until the entity is found to be in compliance with Section 381.00316, F.S. This shall apply to any of the following entities:
 - a. A public transit provider as defined in s. 341.031(1), F.S.;
 - b. An authority created pursuant to chapter 343, F.S., chapter 348, F.S., or chapter 349, F.S.; c. A public-use airport as defined in s. 332.004, F.S.; or
 - d. A port listed in s. 311.09(1), F.S.

- End of Exhibit E1 -

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Exhibit E2

**PROGRAM SPECIFIC TERMS AND CONDITIONS - TRANSIT
(Exterior Vehicle Wrap, Tinting, Paint, Marketing, and Advertising)**

This exhibit forms an integral part of the Agreement between the Department and the Agency.

1. **Statutory Reference.** Section 341.051(8), F.S. and Section 316.2954, F.S.
2. **Statutory Compliance.** In accordance with Section 341.051(8), F.S., as a condition of receiving funds from the Department, a public transit provider may not expend Department funds for marketing or advertising activities, including any wrap, tinting, paint, or other medium displayed, attached, or affixed on a motor vehicle owned, leased, or operated by the public transit provider. Such vehicles on which department funds are expended are limited to exterior vehicle wrap, tinting, paint, marketing, and advertising displaying:
 - a. a brand or logo of the public transit provider,
 - b. the official seal of the jurisdictional governmental entity, or
 - c. a state agency public service announcement.
3. **Window Tinting Requirements.** Any new wrap, tinting, paint, medium or advertisement on the passenger windows of a vehicle used by a public transit provider may not be darker than the legally allowed tinting requirements provided in Section 316.2954, F.S.

- End of Exhibit E2 -

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EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: https://myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/manuals/agencies/reference-guide-for-state-expenditures.pdf?sfvrsn=b4cc3337_6

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EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Transit Corridor Development Program
CSFA Number: 55.013
***Award Amount:** \$1,000,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.013 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.013 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: April 1, 2025

RE: Staff Report: Vehicles for Hire (Ch27) and Franchises (Sightseeing Motor Vehicles Franchise, CH14) Ordinances Update

The City Commission directed staff to review how vehicles for hire and sightseeing motor vehicles franchises operate in the city and recommend updates to the code for their consideration that will provide better alignment with the City's Mobility Plan, regulation and enforcement. Chapter 27 (Vehicles for Hire) and Chapter 14 (Franchises) are the sections of code that lay out the rules for these operators.

Staff hired DDEC, a professional transportation engineering and mobility planning consultant, to perform an existing conditions analysis, stakeholder engagement with current operators and provide recommendations. To date the existing conditions analysis and initial stakeholder engagement are complete (see attached memos for more information). A draft recommendations memo including revisions to the ordinances are under review by city staff (see attached draft recommendations memo).

Key takeaways from the existing conditions analysis and stakeholder engagement were:

- The historic district is experiencing a surge in popularity among both visitors and new residents, resulting in significant congestion issues.
- The area experiences high pedestrian activity, cycling, micromobility and various mobility operators including franchise operators and vehicles for hire operators, including tour and ride-hailing services.
- There is a deficiency in signage clearly defining loading zone times and enforcement rules.
- The vehicles for hire sector are experiencing rapid growth with frequent new entrants, yet there is no comprehensive tracking of these services. This dynamic necessitates an updated approach in the ordinances to effectively manage this industry.
- Chapter 14 Franchise
 - There are currently two sightseeing motor vehicle franchises in force in the city: 1) Red Train Tours, and 2) Old Town Trolley.

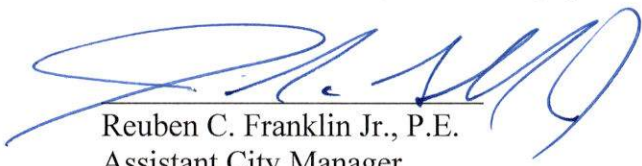
- Chapter 14 defines a sightseeing motor vehicle requiring to be franchised as carrying nine (9) or more passengers for sightseeing, special tours, and charters, with an overall length not to exceed sixty (60) ft.
 - Franchises are limited to operating no more than 15 vehicles at one time.
- Chapter 27 Vehicles for Hire
 - This chapter addresses operations for “for hire passenger transport vehicles” including provisions that address vehicle drivers, motor vehicles for hire, trailer trains and sightseeing buses, and transportation by animal-drawn vehicles for purposes of touring.
 - Drivers of vehicles for hire must remain with the vehicle, or within ten (10) ft of the vehicle, at all times while in operation. Registration and vehicle inspections are required with the City and liability insurance is required.
 - In congested areas, drivers may not stop, park, solicit, or load/unload passengers, by word, sign, or other signal, on streets or public spaces other than designated “for-hire” or “taxi stands”. Currently, there are two “taxi stands” located along the plaza.
 - There is no limit to how many operators are allowed to be in the city. Currently, there are 22 licensed operators registered with the city.
- Initial Stakeholder Interviews (see the attached Stakeholder Engagement memo for more detail)
 - There is a need for designated loading zones with careful consideration of individual business operations.
 - There is a perceived lack of communication about regulation and mobility options.
 - Some mobility operators perceive the STAR Circulator as direct competition.
 - There is a desire for protection and support of the local business community.
 - There is a desire for protection of franchisee’s special privileges.
 - Horse and carriage licenses are available but not being issued by the City.
 - There is a need for improved enforcement of licensing and operations.
 - There is a need for clear, concise, and better-defined specifications regarding vehicle for hire operations.
 - Insurance requirements are inadequate for some and burdensome for others.
 - Use of lithium-ion batteries for vehicles should be banned.
 - Improvements should serve a long-term vision for mobility in the historic district.
 - Franchises would like to see less onerous rules when it comes to modifying routes and fee rates.

Staff are currently working on revisions of the ordinances with the following proposed recommendations in mind:

- Adopt a two-tier franchise system. Tier 1 includes the existing Old Town Trolley and Ripley's Red Trains. Tier 1 is capped at two (2) franchises. Tier 2 includes small vehicles including golf carts and low speed vehicles. Tier 2 franchises allow a maximum number of 11 passengers. Tier 2 franchises will have dedicated curb space for loading and unloading that is shared between the Tier 2 franchises. There is a maximum of fifteen (15) Tier 2 franchise operators. Each Tier 2 franchisee is only allowed to operate two (2) vehicles at any given time.
- Any business model that includes a tour or sightseeing must be a franchise.
- Reserve the passenger bus vehicle size for public transportation such as the STAR Circulator.
- Create a communications plan for mobility operators.
- Create designated rideshare hubs for Transportation Network Companies (TNCs, i.e. Uber or Lyft).
- Update permitting procedures.
- Improve curbside enforcement and compliance.
- Improve mobility and wayfinding signage.

The next steps are to complete the revisions to the ordinances and prepare them for first reading at a City Commission meeting. Prior to the first reading, staff recommend another round of stakeholder engagement to clearly explain the changes being proposed. An estimated timeline is three (3) months to work on the ordinance revisions and stakeholder engagement with a targeted first reading at a July 2025 City Commission meeting.

Staff are open to any suggestions and/or modifications about this subject. Please let me know if you have any questions.



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

Attachments: Exhibit A – Existing Conditions Memo
Exhibit B – Stakeholder Engagement Memo
Exhibit C – Proposed Recommendations Memo

Exhibit A

Existing Conditions Memo

MEMO



To: Reuben Franklin, PE - City of St. Augustine

From: Uyen Dang, PE - DDEC

CC: Lauren Rushing - NUE Urban Concepts, Jonathan Paul, AICP - NUE Urban Concepts, Allison Justice - DDEC

Date: December 1, 2023

RE: Existing Conditions Memo for St. Augustine Mobility and Curb Management Plan

1.0 INTRODUCTION

As the popularity of St. Augustine's unique historic district attracts visitors and new residents at an increasing rate, the area has become burdened with overwhelming congestion. Further, during peak-hour and holidays, existing on-street vehicle parking is limited, and the district's roadways are built out with no options for road widening without detrimental consequences for the area's historic buildings and urban character. The district has seen a boom in pedestrian activity, cyclists, micromobility, and new mobility operators providing tour and ride hailing services. While the City seeks to encourage new and alternative forms of mobility, this increase in mobility activity has raised many questions and created confusion regarding how mobility should be organized and regulated in the downtown.

The purpose of the St. Augustine Mobility and Curb Management Plan Phase 1 is to 1.) provide the City with a comprehensive analysis of existing mobility and curb management conditions and key challenges in the historic district, 2.) propose amendments to the Motor Vehicle and Franchise Ordinance and Vehicle for Hire Ordinance to improve mobility operations, and 3.) make recommendations for improvements on north/south corridors to accommodate various modes of travel and the need for vehicle access for deliveries.

This Existing Conditions Memo outlines the analysis and evaluation per Tasks 1.1 (Data Collection and Analysis), Task 1.2 (Stakeholder Engagement), and Task 1.3 (Evaluation of Existing Conditions) of the scope for the Mobility and Curb Management Plan Phase 1.

2.0 ST. AUGUSTINE PLANNING CONTEXT

The City of St. Augustine is situated on the east coast of Florida approximately 40 miles south of Jacksonville and 100 miles north of Orlando. Founded in 1565 and originally settled by the Spanish, it is the oldest city (of European and African-American origin) in the United States. While home to a modest population of 15,180¹ the City serves as the County's entertainment district and attracts up to 6 million visitors each year with its many globally-renowned historic and cultural attractions, architecture, history, nearby beaches, and events such as the annual Nights of Lights.

The project area encompasses the core of the historic downtown district and is bounded by Castillo Dr. to the north, King St. to the south, Cordova St to the west and A1A (San Marco Ave) to the east (**Figure 1**), with a focus in Phase 1 on St. George St., Charlotte St., Spanish St., A1A (San Marco Ave.) north of Cathedral Pl., and intersecting east-west streets. **See Exhibit 1 - Municipal Study/Project Area Map.**



St. Augustine's historic downtown district is characterized by a historic street grid and system of narrow, low speed streets within a network of wider collector and arterial roads. The project area includes a daytime population of 2,114 people, 302 businesses, and 2,094 employees². Despite the compact character of the historic downtown district and the City as a whole, only 2.3 percent of employees in the area walk to work, 9.1 percent bicycle to work, and 72 percent drive alone. However, due to people and vehicle congestion and limited parking availability, many visitors and area residents use alternative modes of transportation.

Visitors, employees, and residents alike have several mobility options to take them to, from, and around the district to visit businesses and attractions including walking, biking, the County bus (Sunshine Bus), shuttles, golf carts, pedicabs, scoot coupe/mopeds, electric personal assistive mobility devices (EPAMDs), taxicabs, and transportation network companies such as Uber and Lyft. Trolleys and sightseeing trains also take visitors around the area on historical and recreational tours.

¹ US Census Bureau Quick Facts

² City of St. Augustine Mobility 2040 Mobility Plan

3.0 DATA COLLECTION

The project team utilized a multifaceted approach to collect data to gain a deep understanding of the existing conditions in St. Augustine's downtown historic district. A data collection matrix was outlined and coordinated with the City of St. Augustine and stakeholders to ensure that information collected is comprehensive. The matrix includes various data such as traffic counts, parking utilization, transit routes, crash data and curb data. In addition, using iPad tablets, the team collected data for curb utilization including unwarranted loading zones, parking restrictions and curb access for pedestrians. Data collected through ArcGIS was included in the following sections of this memo as existing conditions and will be considered in the development of the Mobility and Curb Management Plan. Data collected included traffic data, field observations, surveys, transit data, traffic incident data and more. By analyzing this information, valuable insights were uncovered into the current parking assets, usage patterns, and overall parking challenges and needs. Various types of data were collected to develop a comprehensive understanding of the overall mobility system in the project area.

4.0 REVIEW OF PLANS, STUDIES, POLICIES, AND PUBLIC SURVEYS

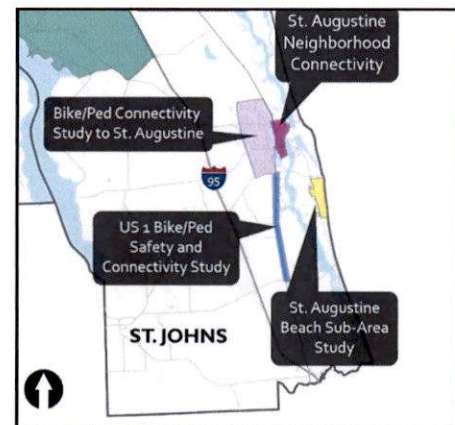
To further evaluate existing conditions and inform recommendations to be proposed as part of the Mobility and Curb Management Plan, the project team performed a thorough review of existing plans, studies, policies, and surveys for the City of St. Augustine. The following is a list of documents reviewed, followed by summaries of select plans, policies, and surveys:

- North Florida TPO Bicycle and Pedestrian Master Plan Update (2023)
- Parking Code Update Public Survey (2023)
- City of St. Augustine 2040 Mobility Plan (2021)
- North Florida TPO 2045 Long Range Transportation Plan (2020)
- City of St. Augustine Strategic Plan (2020)
- Vehicle for Hire Study (2018)
- Smart St. Augustine Master Plan
- Chapter 14 Motor Vehicle Franchise Ordinance
- Chapter 27 Vehicle for Hire Ordinance
- Discussion Paper regarding City Mobility Oriented Development (MOD) (2022)
- City of St. Augustine 2040 Comprehensive Plan
- St. Augustine Existing Parking Conditions Analysis (2016)
- City of St. Augustine Transportation & Parking Master Plan Traffic Memorandum (2016)
- St. Augustine Transportation and Parking Master Plan Public Survey (2016)
- St. Augustine Mobility Institute Study (2013)

North Florida TPO Bicycle & Pedestrian Master Plan Update

The North Florida TPO recently released its updated regional Bicycle & Pedestrian Master Plan in 2023. The Master Plan includes two recommendations for sub-area studies to improve bicycle and pedestrian connectivity to/from the project area:

- ***Bike/Ped Connectivity to St. Augustine Study:*** Connectivity Study from the surrounding area to downtown St. Augustine.
- ***Downtown St. Augustine Neighborhood Connectivity Study:*** Connectivity Study to identify alternative routes through the neighborhoods adjacent to downtown St. Augustine.



Parking Code Update Public Survey

The City of St. Augustine recently adopted an update to its Comprehensive Plan for the 2040 horizon year. To ensure consistency with the Comprehensive Plan update, the City is undertaking a subsequent effort to update its parking code. With a realization that the tourist economy has had a permanent impact on the City, both positive and negative, the City is seeking creative and innovative solutions to address parking and congestion issues.

In Spring 2023, the City conducted a survey as part of the effort to update its parking code. The survey sought to understand parking trends and preferences to inform the code update. The survey received an overwhelming community response, 1,956 total responses, indicating that parking is a prevalent issue on the minds of residents and visitors. The following summarizes several key takeaways from the survey:

- 43% of respondents live within the City limits, while 57% live outside; 73% of those living outside of St. Augustine were from St. Johns County.
- Key areas where respondents feel parking options are lacking include downtown street parking, downtown parking lots, downtown parking garage, and parking next to small businesses and restaurants.
- Respondents are most willing to use satellite parking within walking distance (71%), satellite parking with a direct shuttle service (62%), or satellite parking with a “circulator” service (47%)
- 23%, 19% and 16% are willing to ride a bike, use rideshare (Uber/Lyft), or use the Sunshine bus, respectively.
- Areas identified as lacking parking the most are the downtown core (74%), King St. in the downtown (64%), and San Marco Ave (46%).

City of St. Augustine 2040 Mobility Plan and Mobility Fee

The City of St. Augustine 2040 Mobility Plan, adopted in 2021, honors the historic grid and brings together various City initiatives to further emphasize the walkability of the historic district and to encourage creating a park-once environment where visitors can park on the periphery of the district and use various multimodal transportation options to travel. The 2040 Mobility Plan consists of four distinct plans: 1.) Walking and Bicycling Plan, 2.) Transit Circulator Plan, 3.) Multimodal Ways Plan, and 4.) Streets Plan. These plans include multimodal projects for sidewalks, paths, trails, protected bike lanes, low-speed shared streets, complete streets, and multimodal ways. The plan addresses both citywide and regional mobility through microtransit circulators, multimodal parking structures, water taxis, an aerial tramway, regional rail that will connect St. Augustine with Jacksonville, and several regional road projects to direct regional cut-through traffic around the city. Projects recommended in the 2040 Mobility Plan in the project area include:

- Avenida Menendez Trail, on Avenida Menendez from King St. to W Castillo Dr.
- Two transit Circulator routes: 1.) circulating the historic district (Route 1 in service) and 2.) circulating Plaza de la Constitucion and connecting to Anastasia Blvd (Route 2)
- Multimodal way, on King St. from N. Rodriguez St. to Avenida Menendez (A1A)
- Shared Streets, on Cuna St., Hypolita St., Spanish St. Charlotte St., and Cathedral Pl. (Hypolita St. and Spanish St. projects completed)
- Complete Streets on Cordova St. and Orange St.
- Castillo Dr. Improvement (completed)

One of the most significant features of the 2040 Plan was the replacement of Road Level-of-Service (LOS) standards, used in transportation concurrency to plan for adding road capacity, with Street Quality-of-Service (QOS) standards to encourage slower speeds to make it safer for people to walk, bicycle, and access transit and circulator services. The 2040 Mobility Plan created a framework and blueprint for implementing innovative multimodal transportation projects throughout the City, some of which have already been brought to fruition including the new Star Circulator.

North Florida TPO 2045 Long Range Transportation Plan

The NFTPO 2045 LRTP identifies several projects in its Needs Plan for the project area that have not yet been completed. The projects identified include:

- Cathedral Pl. shared street, from Avenida Menendez (A1A) to Cordova St.
- Charlotte St. shared street, from King St. to S. Castillo Dr.
- Cordova St. complete street, from King St. to Orange St.
- Cuna St. shared street, from Avenida Menendez (A1A) to Charolette St.
- Cuna St. shared street, from Charolette St. to Cordova St.
- Multimodal Way, on King St. from Avenida Menendez (A1A) to N. Rodriguez St.
- Orange St. complete street, from Avenida Menendez (A1A) to North Ponce De Leon Blvd

Vehicle for Hire Study

In 2018, a Vehicle for Hire Study was undertaken by the City of St. Augustine and the North Florida Transportation Planning Organization (NFTPO) to understand impacts to infrastructure, mobility, and the local economy and to explore policies and strategies for improvement. The study included a review of Florida Statute and the following peer cities: Charleston, Nantucket, and Savannah. Recommendations resulting from this study include the following:

Policy Recommendations

- Implementing right-turn-only routes for carriages
- Consolidating trolley stops near Plaza de la Constitucion and requiring GPS use on vehicles for enforcement and data
- Prohibit segway tours on sidewalks 4-ft. wide or less
- Restrict for-hire bike tours in high-volume pedestrian areas such as St. George St.
- Regulate scooter, moped, and low-speed vehicle routes and evaluate increases to permit fees
- Regulate routes and parking areas for dockless or e-mobility devices
- Designation of a "Permitted Vehicles Only" area bound by Orange St., King St., Ribera St., and Avenida Menendez/San Marco Ave.

Infrastructure Recommendations

- Implement new pedestrian wayfinding signage.
- Implement a smart transportation and parking management system
- Repurpose Avenida Menendez/San Marco Ave., between Cuna St. and Cathedral Pl., to add low-speed vehicle lanes
- Repurpose Cathedral Pl., between Cordova St. and Charlotte St., for improved space allocation
- Implement new permit parking-only signage

SMART St. Augustine Master Plan

SMART St. Augustine is an initiative of the North Florida Smart Region Coalition. The Coalition is a partnership of agencies, local governments, and private stakeholders that have come together to utilize innovative and emerging technologies to collect and analyze data to enhance the region's livability with a focus on the safe and efficient movement of goods and people. With a recognition that the growing volume of people, vehicles, trucks, and vehicles for hire is placing strain on the limited parking and infrastructure in the historic district, the SMART St. Augustine Master Plan has identified the following projects related to traffic and parking:

- Smart Truck Parking System (truck routes, parking redesign, time-restricted loading zones, smart parking management)
- For-Hire Vehicle Management System
- Dynamic Message Signs

- Adaptive and nd Connected Signalization
- Bridge Closure Notification System
- Automated Vehicle Shuttles

Chapter 14 Motor Vehicle Franchise Ordinance

Chapter 14 (Franchises), Article I (Sightseeing Motor Vehicle Franchises) of the code of ordinances of the City of St. Augustine, Florida, known as the "City of St. Augustine Sightseeing Motor Vehicles Franchise Ordinance," governs the operating and maintaining of sightseeing motor vehicles and grants franchise agreement holders the, *"right, privilege, and franchise to use all streets, avenues, and other public highways, together with other public property designated by the city commission in said city, for and during periods of up to twenty (20) years."* While franchise agreements are not exclusive and the City reserves the right to grant a franchise agreement to any entity, there are currently only two (2) franchises in force in the city: 1) Red Train Tours, and 2) Old Town Trolley.

Per the ordinance, it is unlawful for a person or entity to carry passengers on an operating sightseeing motor vehicle without obtaining a franchise agreement. It is also unlawful for a person or entity to conduct sightseeing tours, special tours, or charters without obtaining a franchise agreement. These rights are reserved for franchise holders. Franchise agreements are issued by the city commission upon finding that the franchise agreement, *"advances the public convenience and necessity based upon factors deemed relevant by the commission,"* including factors related to a public need for the services, compliance with specific operating conditions, and demonstration of sufficient financial resources.

Franchise operations must be in compliance with several requirements under the following subjects:

- **Seating capacity and appearance approvals:** The appearance, seating capacity, external dimensions and design of sightseeing motor vehicles must be approved by the city commission. Vehicles may not display any advertising or promotional materials relating to events or businesses and may only display writings or signs that have been approved by the city manager. The ordinance defines 'sightseeing motor vehicle' as carrying at least nine (9) passengers for sightseeing, special tours, and charters, with an overall length not to exceed sixty (60) feet.
- **Fleet size limitations and vehicle permit tags:** Franchises are not permitted to operate more than fifteen (15) vehicles on public streets at one time with permission granted by the city commission via public hearing. The City issues vehicle permit tags for each vehicle which must be displayed on the rear of the vehicle.
- **Posting of fares and prohibition of street solicitation:** Rates of fare and any changes to fare rates must be approved by the city commission and fare rates must be publicly displayed on each vehicle and at any off-street parking area or depot. Street solicitation (i.e. distribution, on public streets, of pamphlets or other printed materials to solicit

business, and the use of hawkers, pullers-in, pamphleteers, or persons holding signs to solicit business) is strictly prohibited.

- **Public depot limitations:** Franchisees are not allowed to pick-up or drop-off passengers on-street or on public property outside of designated loading zones/depots designated by the city manager. The ordinance does not restrict loading/unloading on private property.
- **Insurance requirements:** Franchisees are required to obtain insurance coverage and file it with the city Finance Director. The city commission may determine insurance requirements on an annual basis. The limited liability insurance policy must provide insurance coverage of at least one million dollars (\$1,000,000.00) for one (1) person injured or killed, and one million dollars (\$1,000,000.00) for all property damaged or destroyed in any one (1) accident, and not less than four million dollars (\$4,000,000.00) for more than one (1) person injured or killed in any one (1) accident.
- **Compliance with safety standards:** All franchise vehicles must meet the safety standards and requirements established by the state of Florida and the City. The City has the right to inspect each sightseeing motor vehicle on an annual basis, or at any time for cause.
- **Driver qualifications:** Franchise vehicles must be operated by a driver who has a current, valid state of Florida CDL license and shall have met all of the requirements of the code of the City pertaining to guides.
- **City approval of routes:** Franchise tour routes must be approved through resolution by the city commission at public hearing. Routes for special tours and charters require approval by the city manager.
- **Franchise Fees and Performance Bonds:** Franchisees are required to pay two (2) percent of gross annual revenues or a minimum of \$10,000 dollars in quarterly payments for the first three years of the agreement. After three years, the City may increase the percentage of gross revenue by no more than one-half (1/2) percent. The percentage to be paid is capped at five (5) percent. The franchisee must furnish a performance bond to the City to guarantee payments.
- **Financial Audits:** The City must have access to operational records including accounting, financial, statistical customer, and service records and may conduct annual audits of these records to confirm the gross sales reported.
- **Performance:** The City's performance committee evaluates the franchisees' performance based on compliance, responsiveness to customer complaints, safety, and cleanliness and conditions of vehicles.
- **Accessibility:** Franchisees must comply with all provisions of any applicable law regarding accessibility, including, but not limited to, any and all applicable provisions of the Americans with Disabilities Act of 1991
- **Violations:** Violation of the ordinance, other than the provisions regarding insurance, fees, and termination, are punishable by the City's code regarding general penalty and continuing violations.

Vehicle for Hire Ordinance

Chapter 27 (Vehicles for Hire) of the code of ordinances of the City of St. Augustine, Florida addresses operations for “for hire passenger transport vehicles” including provisions that address vehicle drivers, motor vehicles for hire, trailer trains and sightseeing buses, and transportation by animal-drawn vehicles for purposes of touring (horse-drawn carriages).

For-hire passenger transport vehicles are defined as, *“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.”* The following is a summary of the requirements and regulations governing these vehicles:

- **General:** Drivers of vehicles for hire must remain with the vehicle, or within ten (10) feet of the vehicle, at all times while in operation. Drivers must be photographed by the City, and the photograph must be displayed on the driver’s identification badge, which the driver must wear in plain view at all times while operating the vehicle.
- **Registration:** Drivers are required to take an exam demonstrating thorough knowledge of the City’s streets, the provisions of Chapter 27, and other ordinances relative to traffic regulations. The City may deny a permit if the applicant has been convicted of any crime, misdemeanor or violation of any municipal ordinance. The vehicle for hire permit costs twenty-five dollars (\$25.00) upon issuance of the first year and ten dollars (\$10.00) for renewal each year after. The vehicle must be registered annually with the police department. Three violations of the code, other city traffic/automobile ordinances, or other infraction punishable F.S. § 316.655 will result in a permit revocation. Violation of a criminal traffic offense will also result in automatic revocation of the permit for one (1) year.
- **Liability Insurance:** Vehicles for hire are required to obtain insurance coverage of at least one hundred twenty-five thousand dollars (\$125,000.00) for one (1) person injured or killed, and fifty thousand dollars (\$50,000.00) for all property damaged or destroyed in any one (1) accident, and two hundred fifty thousand dollars (\$250,000.00) for more than one (1) person injured or killed in any one (1) accident, covering each motor-driven passenger vehicle owned, operated, driven or controlled by such owner, operator, agent, lessee or driver.
- **Congested Areas:** The city commission may designate, by resolution, areas within the city as “congested areas.” In congested areas, vehicles can only use “taxi” stands to idle and load/unload passengers.
- **Rates and Charges:** The city commission reserves the right to establish reasonable rates and charges for the transportation of persons and it is illegal for operators to charge rates higher than that established by the City.
- **Cruising and Solicitation:** In congested areas, drivers may not stop, park, solicit, or load/unload passengers, by word, sign, or other signal, on streets or public spaces other than designated “for-hire” or “taxi” stands.

- **Identification and Rate Cards:** Vehicles for hire must publicly display cards showing the schedule of rates and charges, a photograph of the driver, and both the driver and vehicle owner's name, address, and City license number.
- **Vehicle Signs or Markings:** The company name, phone number, and unique vehicle number must be placed on painted on the vehicle at least three (3) inches in height on the front, back, and both sides of the vehicle. This information must also be displayed on the dashboard and on the back of the front passenger seat.
- **Equipment and Safety:** Taxicabs, pedicabs, and low speed vehicles are each subject annually to compliance with specific equipment and safety standards which ensure that vehicles are in good order, clean condition, and are well-ventilated to render safe, adequate and proper service.
- **Vehicles Inspection:** Vehicles must display a current valid numbered medallion issued by the City upon inspection that the vehicle is compliant with equipment and safety standards. This medallion is renewed each year upon an annual inspection and payment of the inspection fee.
- **Transportation Network Companies (TNC):** Medallions are issued to TNCs upon providing proof of insurance and disclosures and documentation required by Florida Statute. An annual fee is collected by the city for TNCs use of the city-owned "taxi" stands.
- **Trailer Trains and Sightseeing Buses:** Trailer train, trailer train not for hire, or sightseeing motor vehicles must be franchised by the city and are subject to equipment and safety standards and inspection.
- **Animal-Drawn Touring Vehicles:** Animal-drawn touring vehicles must be franchised by the city through approval of a franchise application. The franchise must pay, in quarterly installments, the greater of two payment options: 1) two and one-half (2½) percent of the franchisee's gross annual revenue, or 2) one thousand dollars (\$1,000.00) times the number of permits issued under the franchise. The city will not issue more than thirty (30) total permits and will not issue more than ten (10) permits to any single franchise. Franchise permits are not transferable. The city designates specific loading areas for animal-drawn vehicles and rates and routes are established by the city commission through resolution. Tours on animal-drawn vehicles must be conducted by a registered or temporary tour guide. Animal-drawn vehicles are subject to compliance with standards for equipment, vehicle safety, and animal care/health and safety and are subject to inspection by the city.
- **Penalties:** The penalty for a first or second violation is one hundred dollars (\$100.00) and one hundred dollars (\$100.00) for each day thereafter a continued violation occurs; Upon three (3) violations within a six-month period, the franchise may be suspended for a period of thirty (30) days; Upon four (4) violations within a twelve-month period, the franchise may be suspended for one hundred eighty (180) days; Upon five (5) or more violations within a twelve-month period, a franchisee may be determined to no longer be in good standing by the city.

5.0 STAKEHOLDER INTERVIEWS

Stakeholder engagement is an important component of understanding local mobility operations and what kind of improvements will provide a benefit to residents, visitors, and local businesses. The team interviewed several franchise and vehicle for hire operators. Operators interviewed provide services for both ride hailing and guided tours, operate on fixed or undefined routes, and use various vehicle types including golf carts, trolleys, pedicabs, and shuttle buses. A detailed summary of the mobility operators interviewed and information and feedback collected during the interviews can be found in the **St. Augustine Mobility and Curb Management Plan Phase 1 Summary of Stakeholder Engagement Memo**.

Key takeaway from these interviews include the following:

- There is a need for designated loading zones with careful consideration of individual business operations.
- There is a perceived lack of communication regarding regulation and mobility options.
- Mobility operators perceive the STAR Circulator as direct competition.
- There is a desire for protection and support of the local business community.
- There is a desire for protection of franchisee's special privileges.
- Horse and carriage licenses are available, but not being issued by the city.
- There is a need for improved enforcement of licensing and operations.
- There is a need for clear, concise, and better defined specifications regarding vehicle for hire operations.
- Insurance requirements are inadequate for some and burdensome for others.
- Use of lithium-ion batteries for vehicles should be banned.
- Improvements should serve a long-term vision for mobility in the historic district.
- Vehicle for hire operators wish to see barriers to entry removed to becoming franchised.
- Franchises would like to see less onerous rules when it comes to modifying routes and fee rates.

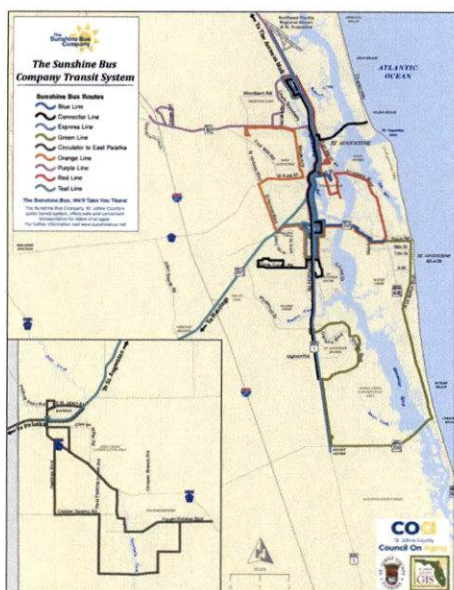
6.0 MOBILITY & TRANSIT SERVICES

The City of St. Augustine offers several mobility options for residents and tourists. Many of these operators offer paid tours of the historic downtown and beaches, while others provide transportation alternatives to driving. To better understand the interaction between governmental transit services, private mobility providers, and curb space, an inventory was taken of the mobility and transit services available in the project area along with information pertaining to their operations. Refer to **Table 1: City of St. Augustine Mobility and Transit Services Providers**.

Public Transit

St. Johns County Sunshine Bus Company

The Sunshine Bus Company is St. Johns County's public transit service which provides two types of service: 1) a fixed-route bus and 2) a demand response door-to-door service. The Sunshine Bus is funded through federal, state, and local sources. The day-to-day operations of the Sunshine Bus are contracted with the St. Johns County Council on Aging, a private not-for-profit agency.



The fixed-route bus service maintains an established schedule and provides nine (9) routes that operate within the St. Augustine Urbanized Area. Of these nine routes, two (2) routes - the Red Line and Blue Line - have stops in downtown St. Augustine. The Blue Line has one stop at Flagler Auditorium and the Red Line has three stops: 1) Visitor Information Center; 2) ML King St and Post Office; and 3) Lions Bridge. Service for these routes is infrequent with stop arrivals/departures occurring once every 2 hours and 10 minutes.

STAR Circulator

The STAR Circulator is the fruition of a microtransit circulator route recommended in the city's 2040 Mobility Plan Transit Circulator Plan. The circulator was launched as a pilot project on July 11, 2023, funded through the

Florida Department of Transportation. Operated by Old Town Trolley in coordination with the City, this free bus service provides shuttle transportation with three (3) stops along a 1.12 mile route around the downtown historic district. The 20-person shuttles are equipped with air conditioning and are handicap accessible.

The STAR circulator service starts at the Visitor Information Center (VIC), located at 10 S. Castillo Dr. The service departs the VIC and makes its first stop at 14 Avenida Menendez. This is followed by the second stop on the north side of Cathedral Pl., midblock between St. George and Cordova Streets. The route continues north on Cordova St., and the bus returns to its starting point at the VIC, which functions as the circulator hub. The vehicle idles for 15 minutes at each stop while riders board and the entire route takes an estimated 40 minutes. Interviews were conducted with STAR



Circulator drivers on September 8, 2023. On that date, the circulator had been operating for approximately nine (9) weeks. Ridership at the time appeared to be limited and the team observed that communication regarding the free circulator appears to be lacking. **Table 2** presents monthly ridership data from July 11 to November 30, 2023. The table shows ridership by month.

STAR Circulator ridership was evaluated for the July 11 to November 30, 2023 period. Launched on July 11, ridership was consistently high in July and August, but a decline was noted in the later months, with occasional fluctuations. Notably, on July 11, 2023, the service launch date, there were 307 riders. The highest daily ridership was recorded on July 21, 2023, with 602 riders. Fridays and Saturdays tend to have higher ridership compared to other days of the week. **Table 3** presents daily ridership, including day of the week and the number of daily riders.

Fridays and Saturdays have the highest average daily ridership, while Thursdays and Mondays have relatively lower ridership on average. Several trends and patterns can be observed:

1. **Weekly Ridership Fluctuations:** There is a noticeable weekly pattern in ridership. Fridays and Saturdays consistently have higher ridership, likely due to increased recreational activities and reduced work-related travel during weekends. Sundays and Mondays tend to have lower ridership, which is common in many transportation systems.
2. **Peak Days:** July 21st, 2023, had the highest daily ridership with 602 riders. Other peak days include July 15th, 2023, and November 11th, 2023. Identifying the reasons behind these peaks could provide insights into factors influencing ridership.
3. **Mid-Week Variation:** Wednesdays often have ridership figures above the weekly average, while Thursdays have slightly lower ridership. This mid-week variation could be related to specific events or activities occurring during the week.

Franchise Operators

There are currently two (2) franchises in the City of St. Augustine: 1) Red Train Tours and 2) Old Town Trolley. These operators are long-standing businesses who hold strong relationships with the city. Franchises pay a percentage of their annual revenue to the city and comply with franchise-specific requirements to obtain licensing and other special privileges detailed in franchise agreements that are adopted through a transparent process by the City Commission. Although addressed under Chapter 14, Vehicles for Hire Ordinance, horse and carriage companies are also required to be franchises (**Table 4 - Franchise Operators**).

Horse and Carriage

Fifteen (15) horse and carriage licenses have currently been issued by the City. While horse and carriages are addressed in Chapter 14 the Vehicles for Hire Ordinance, these businesses are required to be franchised. The city has



designated a defined loading zone for horse and carriages on the east side of Avenida Menendez (SR A1A), on the bayfront, South of Castillo de San Marco everyday from 8:00 a.m. to midnight.

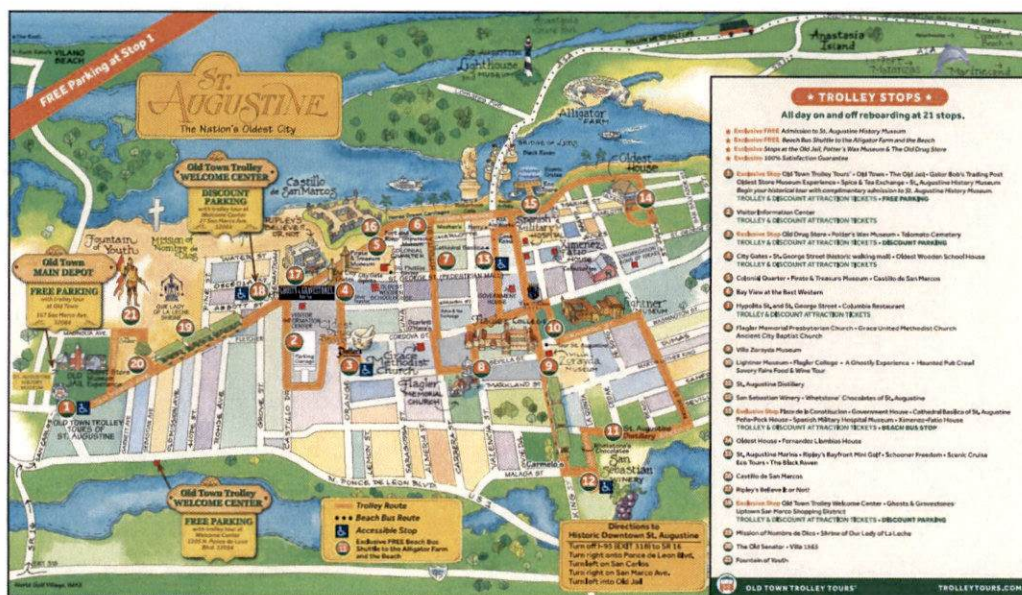
Old Town Trolley

Old Town Trolley offers several paid tours throughout St. Augustine. Its signature hop-on/hop-off tour runs throughout the day from twenty-one (21) locations around the city. Tickets for the hop-on/hop-off trolley start at \$36.50 per person and include access to the Beach Bus. The Beach Bus stops at St. Augustine Beach, highlighting specific points of interest such as The Alligator Farm. Special tours include Nights of Lights, Ghosts and Gravestones, Ghost Town Trolley, and Old Jail After Dark.



Trolley stops are conveniently located throughout the downtown, with a major stop at the Visitor Center near the Historic Downtown Parking Facility (downtown garage). Drop-off locations are also available at the Visitor Center and along US Hwy. 1. Additionally, other pick-up and drop-off locations are clearly marked along routes with street markings and signage.

Through observations and conversations with the Beach Bus driver, it appears the pull-off locations are sufficient for loading and unloading of passengers; however, occasional issues were identified with delivery trucks parking within locations designated for the Old Town Trolley and Beach Bus. It was also observed that due to the timings of pickup and dropoff, there are occasional conflicts with both vehicles (trolley and bus) arriving at similar times.



Ripley's Red Train Tours

Ripley's Red Train Tours (Red Train) is St. Augustine's original sightseeing tour operator. It offers tickets for narrated tours in combination with access to several of the city's many attractions including Ripley's Believe It or Not, Ripley's Haunted Castle Investigation, and Ripley's Bayfront Mini Golf. The Red Train tour costs \$24 and allows visitors to see more than 100 historical points of interest throughout the city. The train loads/unloads at its brick-and-mortar location at Ripley's Believe It or Not, located at 19 San Marco Ave, and does not make any stops along its tour route.



Vehicle for Hire Operators

There are at least 16 local vehicle for hire operators excluding TNCs (Uber/Lyft). A list of operators, hours and fees is detailed in **Table 5 - Vehicle for Hire Operators**. This list encompasses a variety of vehicle-for-hire operators in St. Augustine, providing a wide array of transportation choices. These operators offer open vehicles, E-vehicles, pedicabs, replica models, golf carts, walking tours, horse and carriage services, vans, and various types of taxis. The diverse range of transportation services mirrors the mobility options available in St. Augustine, effectively meeting the requirements of both residents and tourists.

Transportation Network Companies (Uber/Lyft)

Transportation Network Companies (TNCs) like Uber and Lyft operate within the City of St. Augustine. It's important to note that unlike traditional vehicles for hire, TNCs are not subject to regulation under Chapter 27 but instead fall under the purview of Florida Statute. TNCs pay an annual fee to the City of St. Augustine for the utilization of city-owned taxi stands.

TNC pickup and drop-off locations within the city can vary, and site observations have revealed a common trend. It appears that pickups frequently occur in and around the area of Cathedral and St. George, which is situated at the edge of the pedestrian zones. This suggests a concentration of TNC activity in this specific vicinity. It's worth mentioning that in St. Augustine, there are no geofenced locations, which means that TNCs are not confined to specific areas for their operations. This regulatory flexibility allows them to adapt to the dynamic needs of both residents and visitors in the city while still adhering to state-level regulations.

Golf Cart/Low Speed Vehicles Tour Companies

If residents or visitors are looking for a more intimate experience or private tour, several operators offer these full-time services throughout St. Augustine. Prices for these services vary and range from \$5 for a one-way ride to over \$100 for a private tour. During Nights of Lights, additional golf cart operators are available, but full-time options include:

Options include:

- Explore Tours and Pickups
- Pineapple Ride and Tour Services
- The Tasting Tours
- St. Augustine Gold Tours
- St. Augustine Transfer Company
- Old Town Connect
- Land and Sea Tours
- Panda Tours



Pedicabs



Pedicabs are a form of transportation using either a manual or electric powered bicycle to shuttle guests mainly throughout downtown St. Augustine, although some do travel to Anastasia Island and longer distances. Pedicabs typically can seat 2-4 people, with some seating as many as 6 guests. Prices vary per company but can be charged per person or per ride, with a minimum charge one-way. Some pedicabs do operate during daytime hours (in particular on the weekends), but most operate after 5

p.m. and after 2 a.m.. During Nights of Lights, additional pedicab companies will operate in St. Augustine, but full-time options include:

- Pineapple Ride and Tours
- Chris Taylor's Bike Taxi and Tours

Taxis

Taxis operate throughout St. Augustine and St. Johns County, providing local transportation as well as long distance transportation and airport shuttles. Taxi fares are typically based on distance, with some airport destinations charged at a flat rate. Taxi and shuttle options throughout St. Augustine include.

- Salty Seas Transportation



- Clean Taxi of St. Augustine
- ABC Taxi and Airport Shuttle
- Night Rider TAXI & Airport Shuttle St. Augustine
- Scooter Shuttle Company
- Abraxi Taxi

7.0 SITE OBSERVATIONS

In conjunction with the data collected from MODii and various web sources, the project team executed a site visit that took place over two days, specifically on September 7 and 8, 2023. During this on-site assessment, the team utilized the ArcGIS Collector App on an iPad to enhance the depth and accuracy of the data collection efforts. The site visit served several objectives:

- **Validation of Parking Zones and Curb Designations:** One of the primary goals was to validate the accuracy of parking zones and curb designations within the study area. This involved physically inspecting curb markings, signage, and any regulatory indicators to ensure alignment with the existing data collected.
- **Real-time Occupancy Data Collection:** The team conducted real-time occupancy data collection during the site visit. This information is essential for understanding the dynamic and evolving nature of curb space utilization.
- **User Behavior Observation:** An integral aspect of the site visit was the observation of how various user groups interacted with the curbside environment. The team monitored and documented the behavior of pedestrians, bicyclists, micromobility users, transit passengers, and vehicle travelers.

Image 1: Site Visit Photos



Timing and Peak Hour Observations and Findings

The team strategically conducted the site visit on the evening of Friday, September 7, 2023, during peak parking and nightlife hours, 7 p.m. to 10:00 p.m. This timing was chosen to capture the

maximum activity and curb usage during a period of high demand. The evening hours are typically associated with increased vehicular and pedestrian traffic, as well as dining and entertainment activities. A second site visit was conducted during the day on Saturday, September 8, 2023, 11:30 a.m. - 1 p.m. This timing was chosen to capture the activities of daytime and lunch visitors to St. Augustine.

During the site visit, the project team made several observations:

- **High Utilization in Key Locations:** High curb space utilization was observed on streets such as Charlotte St., King St., and Cordova St. These streets experienced significant demand for curbside parking, which indicated their importance as popular restaurant and bar locations within the vicinity. Private lots also experienced high utilization, particularly along Charlotte St.
- **Improper Use of Commercial Loading Zones:** It was also observed that a significant number of vehicles were parked in commercial loading zones and were not actively loading or unloading. This misuse of loading zones was particularly evident at key locations, including Anderson Cir., Route 1, and the east side of King St. Such behavior can impede the efficient flow of goods and services and may necessitate further enforcement or redesign of loading zones. **Refer to Exhibit 10: Improper Loading Zone.**

Summary of Nighttime Findings, September 7, 2023

Observation	Finding
High Utilization in Key Locations	High curb space utilization was observed on streets such as Charlotte St., King St., and Cordova St., which indicated their popularity as evening destinations.
Utilization of Private Lots	Private parking lots within the study area also experienced high utilization, especially along Charlotte St.
Limited Transit Services	During the site visit, it was observed that the Old Town Trolley and the STAR circulator were not in operation. According to a schedule posted on its website, Old Town Trolley Tours operates daily, from 9 a.m. to 4:30 p.m. Their tours depart every 15 minutes. Hours are limited on select holidays and are not offered on Christmas. Hours may be extended during holiday weekends and peak season. Travelers may hop on or off at 21 stops at destinations popular with visitors. According to the City website, the STAR circulator operates

daily, 10 a.m. to 10 p.m., but hours of operation may vary during Nights of Lights and other special days and holidays. The last pick-up for service departs the VIC at 10 p.m. This free bus service, operated by Historic Tours of America's Old Town Trolley, provides circular transportation around the downtown core, starting at the Visitors Information Center, to Avenida Menendez, to the north side of Cathedral Pl., midblock between St. George and Cordova Sts., then north on Cordova St., returning to the VIC.

St. John's County's Public Transit System's bus operations offer a Red Line and Blue Line.

Variety of Micromobility Devices Various micromobility devices and vehicles for hire, including horse carriages and Old Town Cart golf carts, were observed operating during the evening event.

Summary of Daytime Findings, September 8, 2023

Observation	Finding
Commercial Loading Zones	Some commercial loading zones were utilized by non-loading, delivery vehicles. Most spaces were occupied by non-disclosed single-occupancy vehicles.
Amazon Vehicle	An Amazon vehicle was observed misusing curb space at Charlotte St. and Cuna St. The truck was illegally parked on the street, seemingly wherever the driver wanted.
Residents' Use of Loading Zones	Some visitors were parking in commercial loading zones to access adjacent properties for coffee or ice cream along King St. and Cordova St.
Old Town Cart Tour and Beach Ride	The Old Town Cart tour and beach ride reached its capacity along Cordova St., which required customers to unload from the travelway.

Star Circulator	The Circulator idles for 15 minutes at each stop to pick up passengers, which causes slow services. Additionally, communication of this service as “free” was not clear for visitors at the Visitor Center, STAR stops, or on the exterior of the vehicle itself.
Pedestrians/Bicyclists/ Micromobility	Most people visiting were walking. Cyclists were observed using the sidewalk along King St.
Wayfinding	Although wayfinding is available, the signage was small, and the natural/historic color palette blends into the environment causing low visibility.
Rideshare Loading (Uber/Lyft)	Rideshare loading was not designated and vehicles often blocked/used designated Old Town Trolley Commercial Vehicle loading zones at the pedestrian entrance of Cordova St. and St. George’s St.

8.0 EVALUATION OF EXISTING CONDITIONS

The consultant team initiated an analysis of existing mobility and curb management data and documentation available from various sources. This analysis encompassed a preliminary desk analysis using Google Earth, analysis of **traffic, curb, and land use** data, a review of City records and documentation related to mobility and curb management, and a review of mobility providers. The following is a list of the data and resources evaluated and analyzed:

- Mobility and Land Use Data
 - Street centerlines and road networks
 - Parcel boundaries and land use
 - Roadway functional classification
 - Average annual daily traffic counts
 - Bus routes and stops
 - Transit schedules and frequency
 - Sidewalks and crosswalks
 - Bicycle and pedestrian infrastructure
- Traffic Data
 - FDOT online GIS Traffic Database
 - Average Annual Daily Trips (AADT)
 - Crash and incident reports
 - Traffic flow and congestion

- Curb Data
 - Curb geometry and location
 - Loading zone regulations
 - Parking zones and regulations (e.g., time limits, metered parking)
 - Parking space dimensions and capacity
 - Parking occupancy and utilization
 - Permit zones and restrictions

Mobility and Land Use

The City of St. Augustine's 2040 Mobility Plan is a vision, over the next 20 years, for how the City's transportation system will continue to transition from moving and parking vehicles, toward a multimodal system focused on safely and conveniently moving people, whether they choose to continue driving their cars, or decide to walk, bicycle, ride transit, or use a new mobility technology, as well as deploying dynamic parking management strategies to address future demand.

The need for parking solutions in St. Augustine is significant, as St. Johns County continues to be one of the fastest growing areas in the U.S. and the City continues to experience strong growth in visitors, leading to an increase in traffic on residential streets, especially in the historic district, as motorists search for on-street parking.

The Mobility Plan proactively plans for infrastructure improvements, programs, and services needed to further enhance the walkability of the historic districts. The Plan also emphasizes creating a park-once environment that promotes using dynamic parking management strategies to encourage visitors to park their cars in future multimodal parking garages on the periphery of the historic districts and use electric bikes, trolley circulators, and other forms of mobility, other than driving a car, to explore the City.

The Mobility Plan also includes policies for dynamic parking management strategies such as (1.) variable rates for parking meters, (2.) programs that can provide City residents parking discounts or priority parking in certain areas, and (3.) real-time message boards at gateways to the City that direct visitors to either existing garages or future multimodal parking garages. These projects are intended to enhance mobility and safety, while also seeking to reduce congestion and traffic in residential neighborhoods.

To inform the analysis of the mobility and curb dynamics within the study area, a comprehensive inventory of St. Augustine's transportation infrastructure was conducted and data was gathered to identify key findings:

- **Walkability:** Within the Mobility Plan are four distinct plans that include projects for sidewalks, paths, trails, protected bike lanes, low-speed shared streets, Complete Streets, and multimodal ways. Walkability is high with a gridded network. However, there is a fair amount of sidewalks lacking important ADA accessibility such as minimum sidewalk width, ADA-accessible curb ramps, and signage within the pedestrian path that impedes accessibility.

- **Bikeability:** Bike infrastructure is lacking. Within the study limits, there is a shortage of bike infrastructure. While bike lanes are present around the periphery of the study area, there are no designated bike lanes leading into or out of this region. Additionally, there is a deficiency of bike parking racks at crucial destinations. Despite the absence of dedicated infrastructure, the City has the potential to establish a robust neighborhood bikeway network. This is facilitated by the low posted speed limits, enabling bicyclists to safely share the road with vehicular traffic and making comfortable cycling within the area possible (**Exhibit 2 - Cycling Infrastructure**)
- **Public Transit:** In the city, there are two transit options available. The STAR Circulator is a free downtown bus service operated by Historic Tours of America's Old Town Trolley, launching on July 11 at 10:00 am, offering a 1.12-mile circular route with daily operation from 10:00 am to 10:00 pm, subject to special event variations. Additionally, the St. Johns County Sunshine Bus Company provides fixed-route bus services with stops in downtown St. Augustine, including the Red Line and Blue Line routes, offering service once every 2 hours and 10 minutes (**Exhibit 3 - Public Transit**)
- **Rideshare:** A broad range of rideshare options exist for residents and visitors, but rideshare hubs and microtransit pickup/dropoff points are lacking.

Traffic Data

The primary objective is to assess existing traffic patterns, travel behaviors, and crash trends within the designated study area. This assessment aims to identify potential delays in the network due to existing loading zones and opportunities for diversion during peak-hour periods. We utilize data from the City's Mobility Plan and the FDOT online GIS Traffic Database to evaluate the Average Annual Daily Trips (AADT) in downtown St. Augustine. In 2021, the City removed the level of service (LOS) as part of the Mobility Plan and Fee, replacing it with Quality of Service standards based on posted speed limits as the indicator for roadway design and functionality (**Table 6 - Roadway Classification**).

Crash Analysis

The analysis team conducted an in-depth examination of traffic incidents and crash data, focusing on identifying critical areas for potential improvements. Utilizing GIS mapping, they pinpointed locations with a notably high frequency of crashes, especially those involving pedestrians. This analysis was instrumental in assessing the impact of these incidents on nearby loading zones and the associated traffic delays.

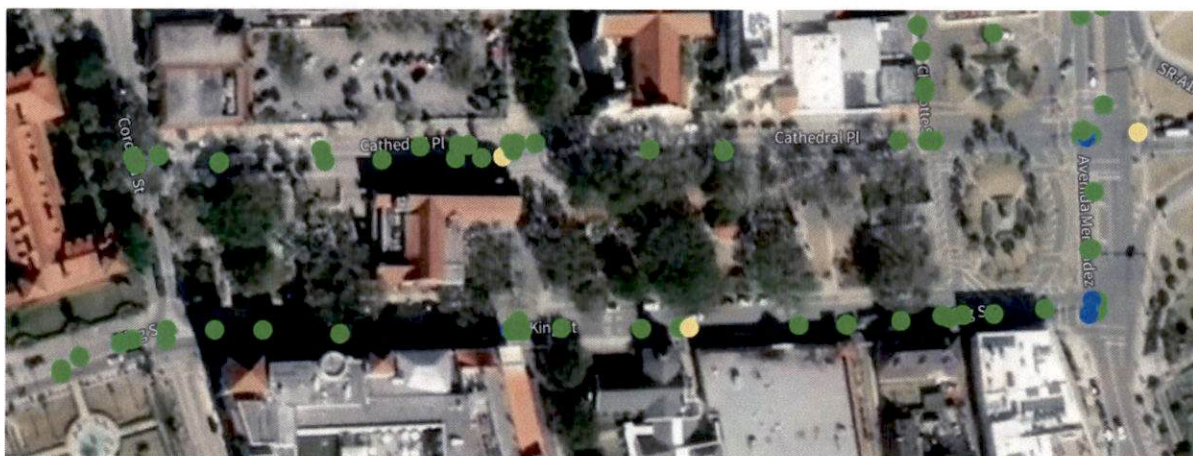
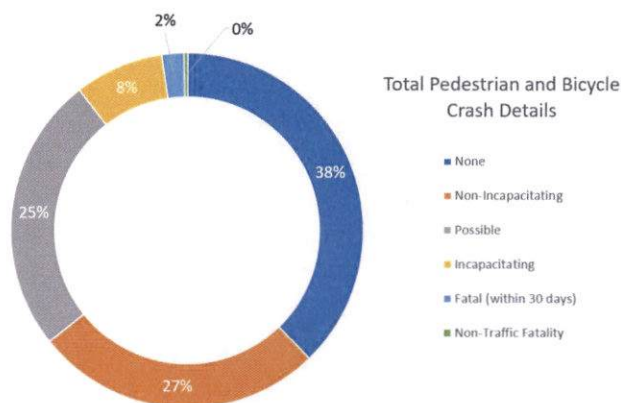
For this study, data spanning over five years, from July 27, 2018, to September 2, 2023, was meticulously gathered using Signal 4 Analytics, focusing on Cathedral Pl. and King St.. The analysis revealed significant findings:

- Total of 283 reported crashes
- 57 involving pedestrians
- 23 leading to possible injuries
- 19 related to alcohol consumption

- 12 non-incapacitating injury crashes
- 2 involving bicycles
- 0 fatalities

The occurrence of 57 crashes within a five-year period in pedestrian-dense areas like King St. and Cathedral Pl. is notably high, particularly considering the area's design for slow-moving traffic.

This situation underscores the need for enhanced safety measures beyond just speed reduction. Implementing curbside shared streets, for instance, could further moderate vehicle speeds in line with the city's Mobility Plan. Most of these incidents happened during daylight, with a higher frequency on Thursdays, Fridays, and Saturdays, correlating with the active periods of downtown St. Augustine's mobility services. Predominantly occurring in the afternoon and sometimes stretching into the evening, these incidents have the potential to disrupt peak-hour traffic and overall travel demand. This pattern of traffic incidents offers critical insights for developing future safety initiatives and interventions within the study area.



Locations of Traffic Incidents (July 27, 2018 - September 2, 2023)

Vehicular Analysis: Contrary to patterns observed in the pedestrian and cycling maps, the bulk of vehicular incidents are concentrated on Castillo Dr., Cathedral St., and King St. This is unsurprising as these roadways provide the primary vehicular access to the historic downtown from other parts of the city, St. Augustine Beach, and the region. A significant number of these crashes took place at the intersection near the Bridge of Lions and San Marco Ave. (SR A1A). This divergence in incident locations between vehicular traffic and pedestrian/cycling suggests

differing traffic dynamics and points to specific areas of concern for vehicular safety. Addressing these vehicular hotspots, especially around the Bridge of Lions intersection, will be paramount to ensuring overall road safety in the area. **Details are included in Exhibit 4 - Vehicular Traffic Incidents Map and Analysis.**

Pedestrian and Bike Incidents Analysis: According to incident report data, pedestrian and bike incidents occur primarily along King St., St. George St., Orange St., and Hypolita St. These incidents not only highlight areas of high cycling and pedestrian traffic but also suggest the possible inadequacies of current safety measures. Addressing these concerns will require a comprehensive analysis of each corridor. Enhanced intersection design, coupled with improved cycling and pedestrian infrastructure, will be crucial in mitigating these incidents and ensuring the safety of all road users in the area. **See Exhibit 5 - Pedestrian and Bike Incidents Map and Analysis.**

Curb Data

The parking inventory was first conducted through a desk analysis and later validated and enhanced during the on-site visit. It involved evaluating the distribution of parking, the regulations governing parking spaces, and the availability of parking signage. Additionally, the inventory includes details such as the number and average size of loading zones, as well as the count of on-street parking spaces that are paid and the specific periods during which parking is free of charge. The table provides a concise overview of parking details for various street locations, including loading spaces, parking spots, handicap spots, enforcement dates, times, and associated fees. **Refer to Exhibit 6 - Curb Policy Map and Table 7 - Parking Inventory Data and Policy.**

Parking Utilization

Data collection in the Cathedral Pl., King St., Charlotte St., and US-1 areas was conducted using ArcGIS. The methodology focused on counting vehicles in on-street parking areas. The most significant parking activity was noted on the evening of Friday, September 7, 2023, during the peak hours of 7 p.m. to 10:00 p.m., aligning with heightened nightlife activities. A subsequent daytime site visit on Saturday, September 8, 2023, from 11:30 a.m. to 1 p.m., provided additional insights. The collected data encompassed parking utilization and turnover rates, vital for refining parking management, developing pricing strategies, and efficiently distributing curb space. Furthermore, the study assessed the availability and current use of loading zones, aiming to improve the effectiveness of goods delivery and pickup operations in these areas. Findings include the following:

- The percentage of existing parking occupancy on the morning of September 8, 2023, was approximately 80.17%. The percentage of existing parking occupancy on the evening of September 7, 2023, was 51.72%. **See Exhibit 7 - Parking Utilization Heat Map.**
- **Varying Parking Demand:** The analysis reveals a wide range of parking utilization percentages across the streets. While some streets like King St. NW (2nd entry) and A1A

Eastside South (2nd entry) have 100% utilization, indicating high demand and full occupancy, others like King St. SW and Cathedral Pl. NW show lower utilization percentages, suggesting that parking spaces on these streets are less in demand.

- **Block of King St., between Charlotte St. and St. George St.:** The data collected during morning and evening rush hours consistently shows high utilization rate on this block. This is due to its central location and proximity to popular attractions. The demand for parking in this area likely results from work commuters and recreational visitors.
- **West Side of A1A between Hypolita St. and Anderson Circle:** High utilization rates exist for the west side of SR A1A, which can be attributed to its proximity to the Matanzas River and popular tourist destinations, such as the Castillo de San Marcos, making the area a destination for both local residents and visitors. The demand for parking here may be driven by tourists and diners at nearby restaurants.
- **Intersection of Charlotte St. and Anderson Circle:** The area where Charlotte St. intersects with Anderson Circle registers high utilization rates, which could be due to its location near commercial areas or specific businesses that attract a significant number of customers. The demand for parking in this area might be a combination of residential and commercial use.

Additional information can be found in **Exhibit 8 - Utilization for On-Street Parking Areas (Morning)**, **Exhibit 9 - Utilization for On-Street Parking Areas (Evening)**, **Table 8 - Existing Parking Occupancy (On-street Morning 9/8/2023)**, and **Table 9 - Existing Parking Occupancy (On-street Evening 9/7/2023)**.

9.0 EVALUATION OF EXISTING CONDITIONS: KEY FINDINGS

The Existing Conditions Memo for the St. Augustine Mobility and Curb Management Plan examines the escalating congestion and parking challenges in St. Augustine's historic district, exacerbated by its increasing popularity and unique urban fabric. The findings underscore a pressing need for comprehensive mobility and curb management solutions, highlighted by diverse transportation modes, extensive data analysis, and stakeholder feedback. This memo serves as a pivotal guide in strategizing improvements for the district's mobility infrastructure while respecting its historical and architectural significance.

1. **Historical Context & Congestion:** The historic district of St. Augustine is experiencing a surge in popularity among both visitors and new residents, resulting in significant congestion issues. The unique architecture and urban design of the district constrain the feasibility of road widening as a solution. While congestion primarily peaks during traditional rush hours and holidays, it is observed that during off-peak times, the existing road infrastructure has sufficient capacity to accommodate all modes of transportation. Additionally, crash data analysis has revealed specific areas and times where safety concerns are heightened, necessitating targeted interventions to improve road safety.

2. **Diverse Mobility Options:** The area experiences high pedestrian activity, cycling, micromobility, and various mobility operators including franchise operators and vehicles for hire operators, including tour and ride-hailing services.
3. **Data Collection & Analysis:** To inform the plan, an extensive data collection process was undertaken, encompassing traffic flows, parking utilization, transit routes, crash incidents, and curb usage. This data points to a notable deficiency in signage clearly defining loading zone times and enforcement rules. Furthermore, the data indicates that while parking utilization is generally high, nighttime presents specific challenges with certain areas exceeding capacity. This overutilization leads to instances of illegal and unsafe parking practices.
4. **Stakeholder Engagement:** Discussions with mobility operators highlighted several key needs, including the establishment of specific loading zones, enhanced clarity and communication about regulatory guidelines, and a strong desire for a strategic, long-term approach to mobility planning. These insights, coupled with survey findings, underscore the urgency for updating existing ordinances. Additionally, there's a clear call for improved wayfinding signage and the creation of more dedicated zones specifically tailored for mobility operators.
5. **Mobility & Transit Services:** The study analyzed existing mobility services such as public transit, franchise operators, and a variety of vehicle for hire services to gauge their impact on curb space utilization. It was observed that STAR Circulator ridership is notably low, indicating a significant demand for parking and efficient circulation within the study area. The STAR Circulator, a key component of the transit system, lacks clear communication about its free service and could benefit from reduced idle times at stops, ideally limiting them to under a minute for quick pickups and drop-offs. The vehicle for hire sector is experiencing rapid growth with frequent new entrants, yet there is no comprehensive tracking of these services. This dynamic necessitates an updated approach in the upcoming ordinance and regulatory revisions to effectively manage and incorporate these evolving transportation options.
6. **Site Observations:** During on-site evaluations, the team validated parking zones and curb designations while observing user behaviors, particularly the intense use of key locations and the frequent misuse of commercial loading zones. It was found that personal vehicles often occupy these loading zones, loading and unloading improperly, indicating a clear need for stricter enforcement. Additionally, observations revealed instances of freight activities occurring in areas not officially designated as loading zones, highlighting a gap in current management and enforcement practices.

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Exhibit 4: Vehicular Traffic Incidents Map and Analysis
Exhibit 5: Pedestrian and Bike Incidents Map and Analysis
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Table 7: Parking Inventory Data and Policy
Table 8: Existing Parking Occupancy (On-street Morning 9/8/2023)
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Exhibit 1 - Municipal Study/Subject Area

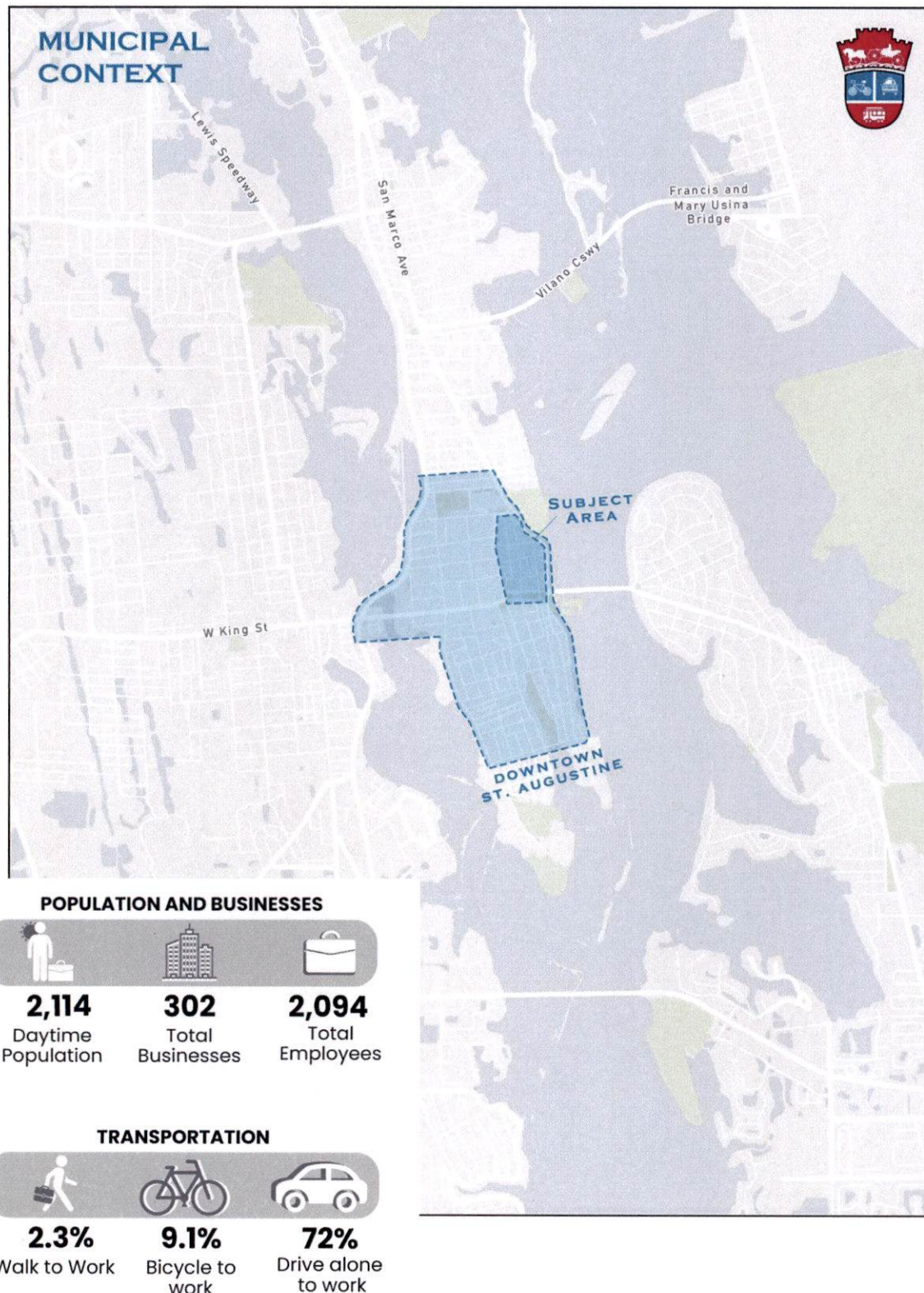


Exhibit 2: Cycling Infrastructure Map



Exhibit 3: Public Transit Map

Exhibit 4: Vehicular Traffic Incidents Map and Analysis

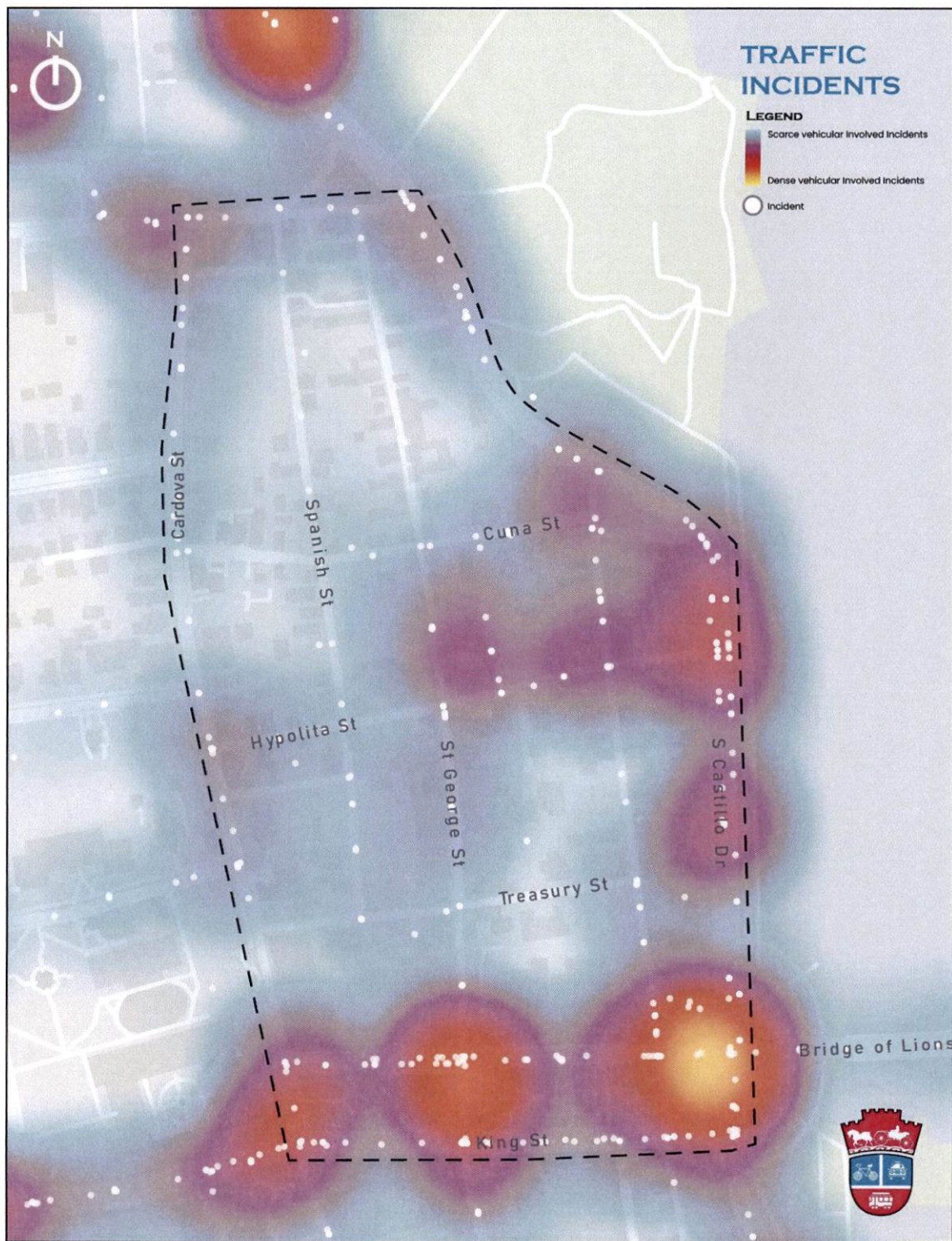


Exhibit 5: Pedestrian and Bike Incidents Map and Analysis

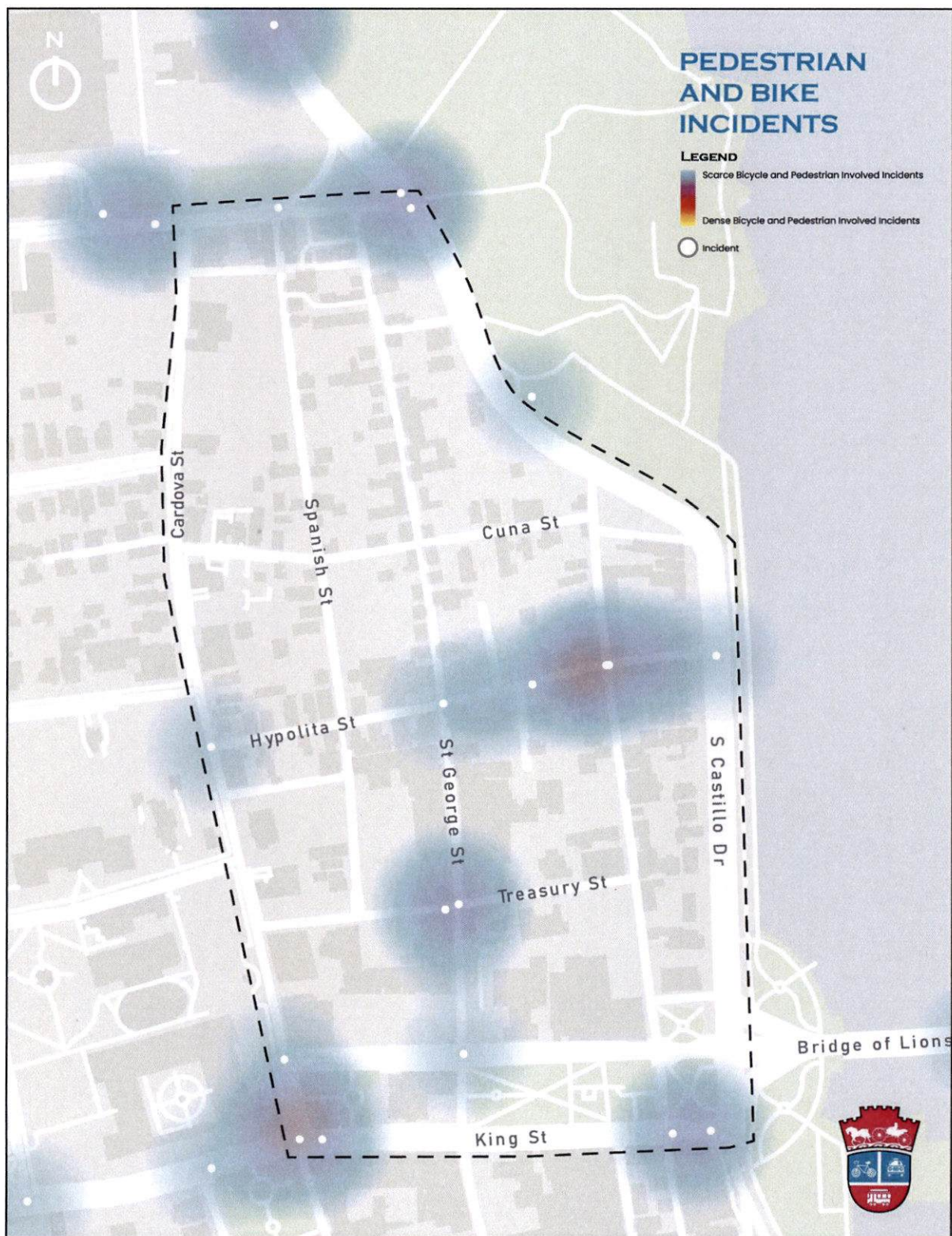


Exhibit 6: Curb Policy Map

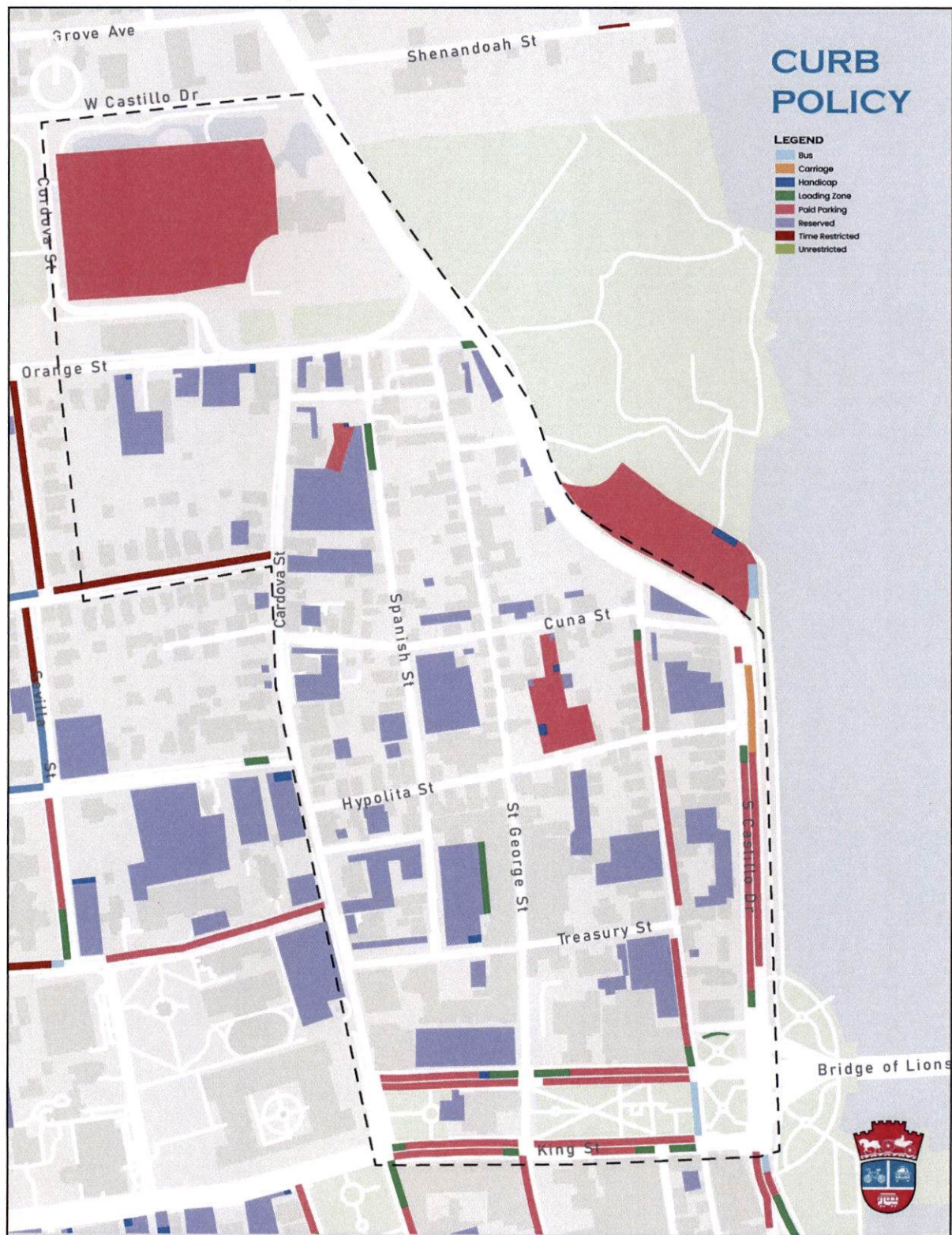


Exhibit 7: Overall Parking Utilization Heat Map

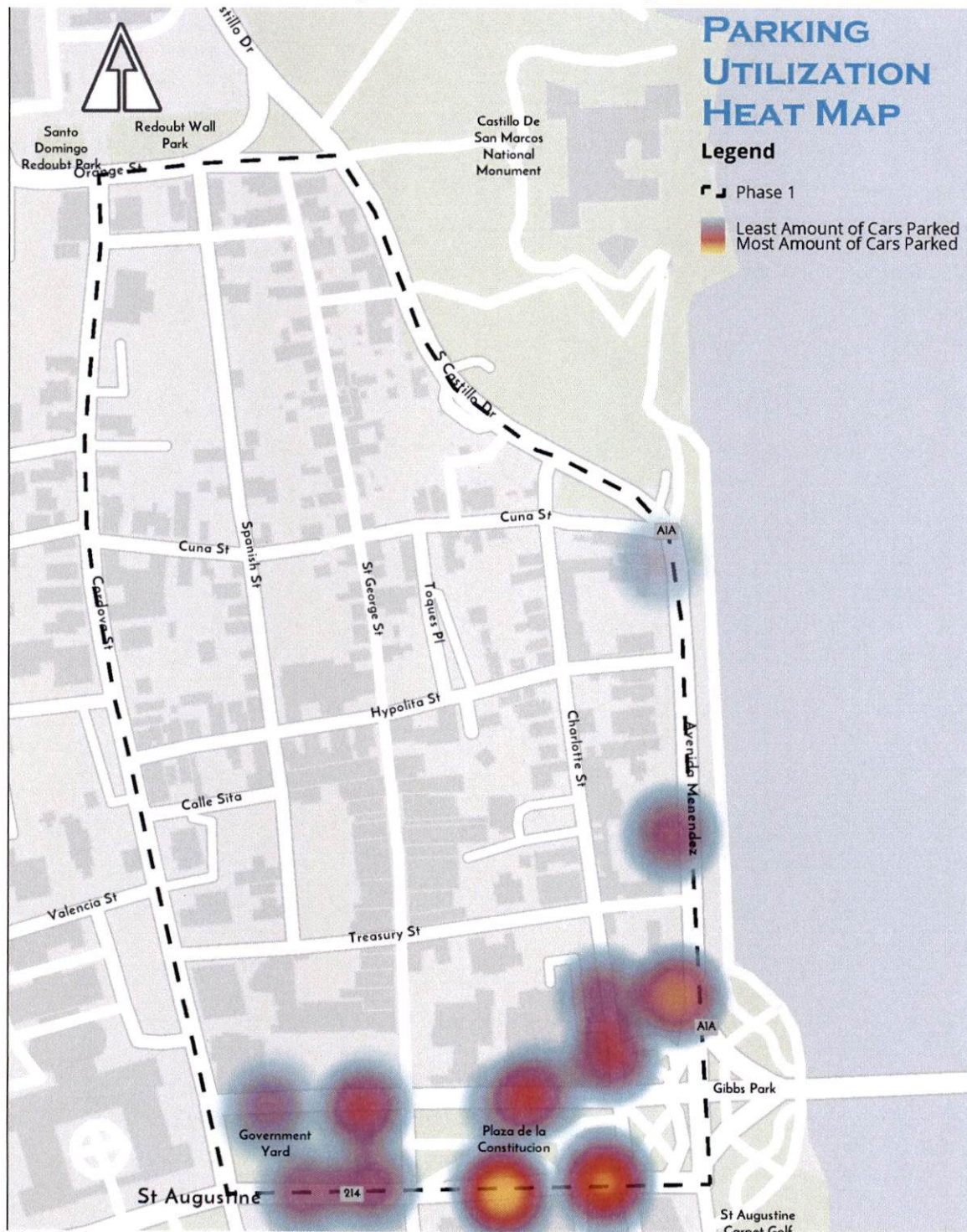


Exhibit 8: Utilization for On-Street Parking Areas - Morning

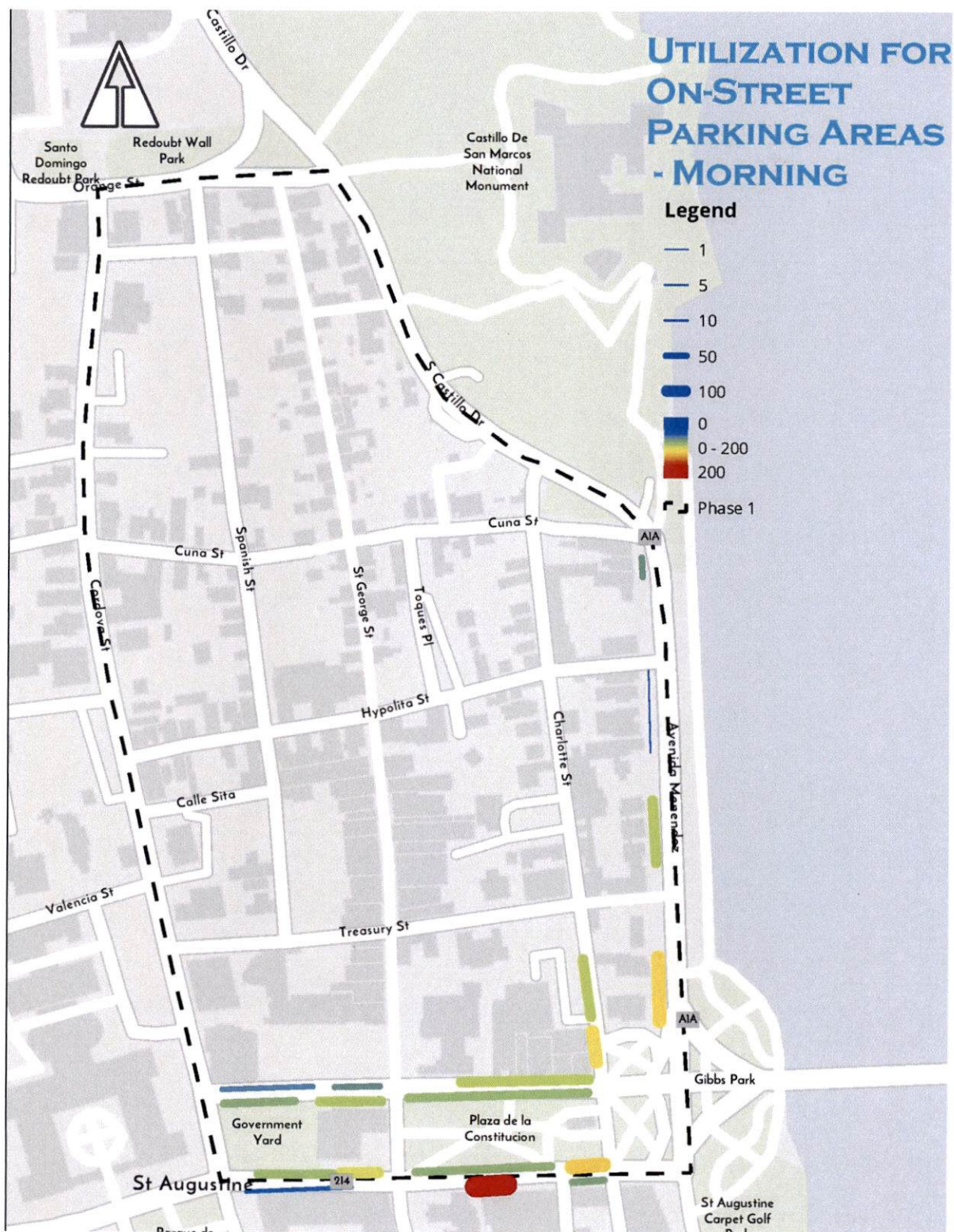


Exhibit 9: Utilization for On-Street Parking Areas - Evening

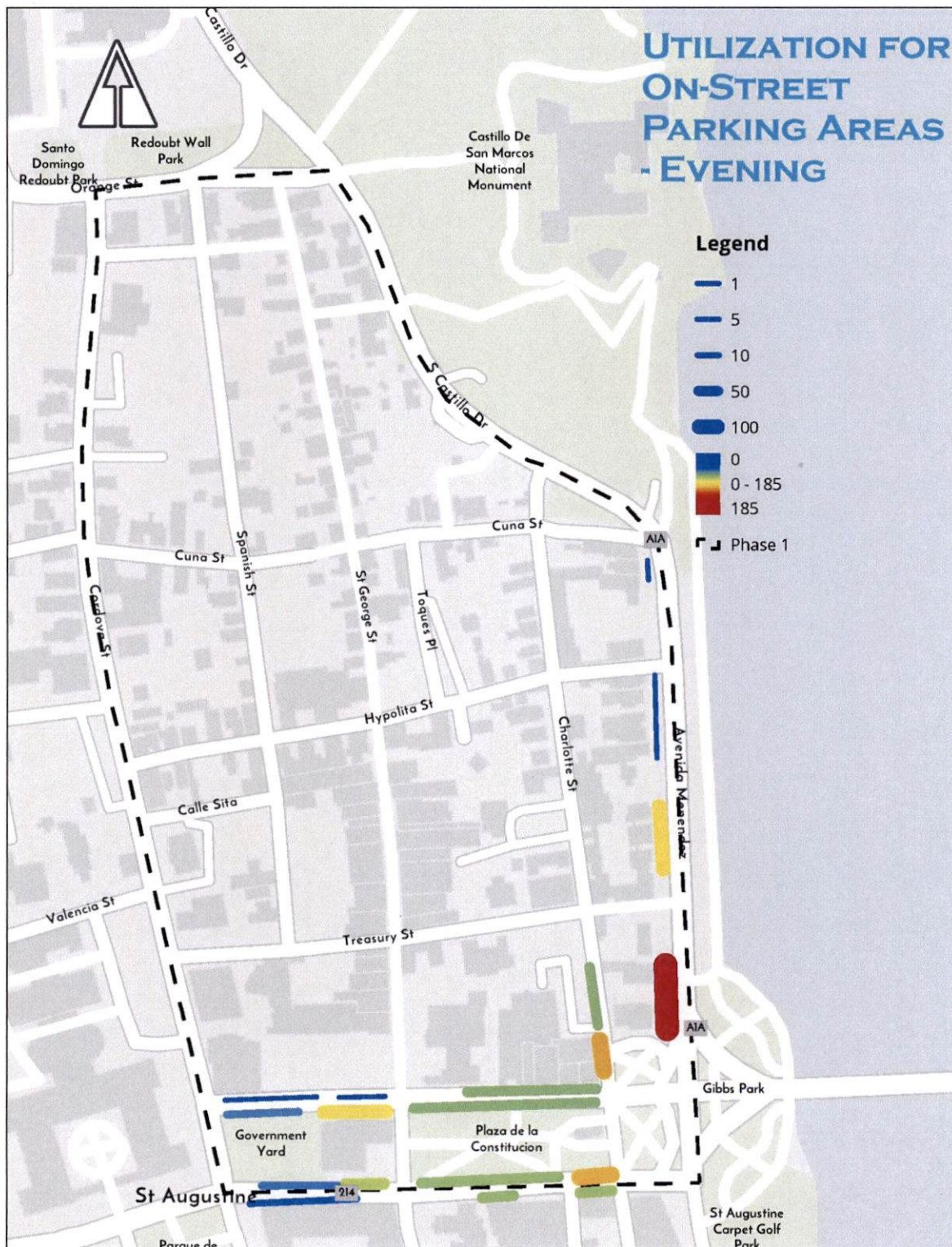


Exhibit 10: Improper Loading Zone

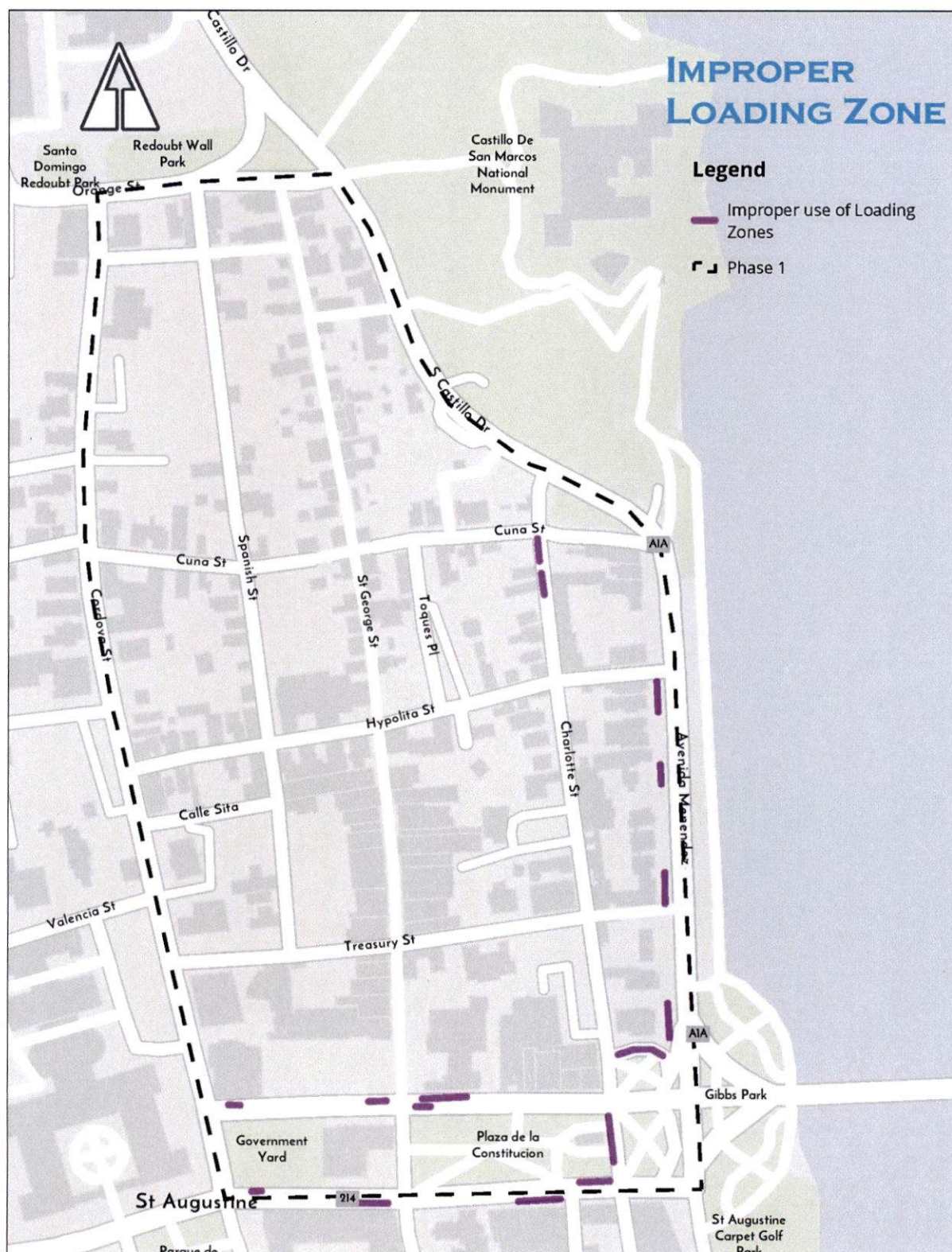


Table 1: City of St. Augustine Mobility and Transit Services Providers

	Operators	Public Transit	Franchise	Vehicle for Hire
1	St. Johns County Sunshine Bus Company	X		
2	STAR Circulator	X		
3	Old Town Trolley		X	
4	Red Train Tours		X	
5	Country Carriages		X	X
6	Coastal Carriages		X	X
7	St. Augustine Horse & Carriage		X	X
8	Old City Carriages		X	X
9	Explore Tours and Pickups			X
10	Pineapple Ride and Tour Services			X
11	Pastime Tours			X
12	Old Town Cart			X
13	Panda Tours (The Last Ride)			X
14	Land and Sea Tours			X
15	St. Augustine Transfer Company			X
16	St. Augustine Transfer/San Marco Hospitality			X
17	Chris Taylor's Bike Taxi and Tours			X
18	JBL Pedicab Management			X
19	The Tasting Tours			X
20	St. Augustine Gold Tours			X
21	Scooter Shuttles			X
22	Salty Seas Transportation			X
23	Abraxi Taxi			X
24	Clean Taxi St. Augustine			X
25	Night Rider TAXI & Airport Shuttle St. Augustine			X
26	ABC Taxi and Airport Shuttle			X

Table 2: STAR Circulator Monthly Ridership

Month	Ridership
July	5642
5642	3500
September	1845
October	2607
November	2381

Table 3: STAR Circulator Daily Ridership

Day	Approximate Number of Riders
Monday	86
Tuesday	91
Wednesday	85
Thursday	70
Friday	128
Saturday	166
Sunday	88

Table 4: Franchise Operators

	Business	Service	Vehicle Type	Passengers	Hours	Cost
1a	Old Town Trolley	Tours	Trolley Bus	60+	9 a.m. - 6 p.m. (holidays vary)	\$36.50+
1b	Old Town Trolley	Shuttle	Shuttle Bus	20 +/-	8:30 a.m. - 5:30 p.m.	Included in ticket
2	Red Train Tours	Tours	Trolley Bus	50	10 a.m. - 6 p.m.	\$24.00
3	Country Carriages	Tours	Carriage	4-6	4 p.m.- 10 p.m. (Later on Saturdays)	\$35+
4	Coastal Carriages	Tours	Carriage	4	Varies	Varies
5	St. Augustine Horse & Carriage	Tours	Carriage	4	Varies	\$85+
6	Old City Carriage	Tours	Carriage	4	Varies	Varies

Table 5: Vehicle for Hire Operators

	Business	Service	Vehicle Type	Passengers	Hours	Cost
1	Explore Tours and Pickups	Tours & Rides	Open Vehicle	10	10 a.m. - 6:30 p.m. (+Nights of Lights 11 p.m.)	\$30+
2	Pineapple Ride and Tour Services	Tours & Rides	E-Vehicle/Pedicab	9	10 a.m. - 10 p.m. (+Nights of Lights- 11 p.m.)	\$60+
3	Pastime Tours	Tours	Replica Model T	4	10 a.m. - 9 p.m. (+Private/Weddings)	\$150+
4	Old Town Cart (Connect)	Rides & Tours	GolfCart/Shuttle bus	6-14	Thurs-Sunday 4:30 - 11:30 p.m.	\$5+
5	Panda Tours (The Last Ride)	Tours	Golf Cart	5	9 a.m. - 11 p.m.	\$129+
6	Land and Sea Tours	Tours	Golf Cart/Walking/Boat	10	10:30 a.m. - 10:15 p.m. (varies with tour)	\$29+
7	St. Augustine Transfer Company	Tours	Walking and Golf Cart	5	Varies based on tour	Varies
8	St. Augustine Transfer/San Marco Hospitality	Tours	Walking and Golf Cart	5	Varies based on tour	Varies
9	Chris Taylor's Bike Taxi and Tours	Tours & Rides	Pedicab	2	Varies - until after 2 a.m.	Varies
10	JBL Pedicab Management	Tours & Rides	Pedicab	2	Varies - until after 2 a.m.	Varies
11	The Tasting Tours	Tours	Open Vehicle	8	1:30 -, 4:30 p.m. Sunday 11 a.m.	\$135+
12	St. Augustine Gold Tours	Tours	Golf Cart	6	9 a.m. - 2 p.m., 7:15 p.m. Nights of Lights	\$150
13	Scooter Shuttle Company	Rides	Van	14	On Call until 10:30 p.m., 12:30 a.m. on Weekends	\$3
14	Salty Seas Transportation	Rides	Taxi & Airport Shuttle	4-6	On Call	Varies
15	Abraxi Taxi	Rides	Taxi	9-6	On Call	Varies
16	Clean Taxi St. Augustine	Rides	Taxi	9-6	On Call	Varies
17	Night Rider TAXI & Airport Shuttle St. Augustine	Rides	Taxi & Airport	9-6	On Call	Varies
18	ABC Taxi and Airport Shuttle	Rides	Taxi & Airport	9-6	On Call	Varies

Table 6: Roadway Classification

Location	Location	Roadway Classification	Posted Speed	AADT	Lane
W. Castillo Dr.	N Ponce de Leon Blvd. to S Castillo Dr.	Urban major collector	25MPH	3,000	2 Lanes
S. Castillo Dr.	W Castillo Dr. to Cuna St.	Urban minor arterial	25 MPH	17,500	4 Lanes
Bridge of Lions / A1A	Avenida Menendez (SR A1A) to Dolphin Dr.	Urban minor arterial	30 MPH	18,000	2 Lanes
Cathedral Pl.	Cordova St. to Avenida Menendez (SR A1A)	Urban minor arterial	25MPH	6,200	2 Lanes
Cordova St.	King St. to Orange St.	Urban major collector	20PMH	3,700	2 Lanes
King St.	Cordova St. to Avenida Menendez (SR A1A)	Urban minor arterial	25MPH	12,000	2 Lanes
M L King Ave.	King St. to Cerro St.	Urban major collector	20 MPH	3,000	2 Lanes
Avenida Menendez	Cuna St. to Cathedral Pl.	Urban major collector	25 MPH	17,400	4 Lanes

Table 7: Parking Inventory Data and Policy

Street	Location (From - To)	Loading Spaces	Parking Spots	Handicap Spots	Dates	Time	Money
Cathedral Pl. NW	Cordova St. to St. George	1 (approx. 27LF)	7	1	Mon-Sat	10 a.m. - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
					Sun	1 - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
Cathedral Pl. NW	Cordova St. to St. George	2 (approx. 41LF)	2	0	Mon-Sat	10 a.m. - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
					Sun	1 - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
Cathedral Pl. SW	Cordova St. to St. George	0	7	0	Mon-Sat	10 a.m. - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
					Sun	1 - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
Cathedral Pl. SW	Cordova St. to St. George	0	6	0	Mon-Sat	10 a.m. - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
					Sun	1 - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
Cathedral Pl. NE	St. George St. to Charlotte St.	5 (approx. 103LF)	11	1	Mon-Sat	10 a.m. - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
					Sun	1 - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
Cathedral Pl. SE	St. George St. to Charlotte St.	0	14	0	Mon-Sat	10 a.m. - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
					Sun	1 - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
King St. NW	Cordova St. to St. George	1 (approx. 23LF)	7	0	Mon-Sat	10 a.m. - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
					Sun	1 - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
King St. NW	Cordova St. to St. George	0	3	0	Mon-Sat	10 a.m. - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
					Sun	1 - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
King St. SW	Cordova St. to St. George		11	0	Mon-Sat	10 a.m. - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required

		3 (approx. 73LF)			Sun	1 - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
King St. NE	St. George St. to Charlotte St.	0	13	0	Mon-Sat	10 a.m. - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
					Sun	1 - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
King St. NE	St. George St. to Charlotte St.	3 (approx. 71LF)	0	0	Mon-Sat	10 a.m. - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
					Sun	1 - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
King St. SE	St. George St. to Charlotte St.	4 (approx. 97LF)	3	0	Mon-Sat	10 a.m. - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
					Sun	1 - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
Charlotte St. East Side North	Treasury St. to Cathedral Pl	0	5	0	Mon-Sat	8 a.m. - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
					Sun	1 - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
Charlotte St. East Side South	Treasury St. to Cathedral Pl	0	3	1	Mon-Sat	8 a.m. - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
					Sun	1 - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
A1A Eastside North	Cuna St. to Hypolita St.	0	2	0	Mon-Sat	8 a.m. - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
					Sun	1 - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
A1A Eastside North	Hypolita St. to Cathedral Pl.	5 (approx. 116LF)	5	0	Mon-Sat	8 a.m. - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
					Sun	1 - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required

A1A Eastside South	Hypolita St. to Cathedral Pl.	3 (approx. 71LF)	3	0	Mon-Sat	8 a.m. - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
					Sun	1 - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
A1A Eastside South	Hypolita St. to Cathedral Pl.	4 (approx. 80LF)	3	0	Mon-Sat	8 a.m. - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required
					Sun	1 - 9 p.m. (Up to 4 hours)	\$2.50 per hour Ticket Required

Table 8: Existing Parking Occupancy (On-street Morning 9/8/2023)

Street	Location (From - To)	Count	Number of Spaces
Cathedral Pl. NE	St. George St. to Charlotte St.	12	13
Cathedral Pl. SE	St. George St. to Charlotte St.	13	17
Cathedral Pl. NW	Cordova St. to St. George	3	8
Cathedral Pl. SW	Cordova St. to St. George	5	7
Cathedral Pl. SW	Cordova St. to St. George	5	6
Cathedral Pl. NW	Cordova St. to St. George	1	2
King St. NW	Cordova St. to St. George	6	8
King St. NW	Cordova St. to St. George	3	3
King St. SW	Cordova St. to St. George	3	10
King St. NE	St. George St. to Charlotte St.	10	14
King St. SE	St. George St. to Charlotte St.	7	4
King St. SE	St. George St. to Charlotte St.	2	3
Charlotte St. Eastside North	Treasury St. to Cathedral Pl	7	5
Charlotte St. Eastside South	Treasury St. to Cathedral Pl	3	3
A1A Eastside South	Hypolita St. to Catherdeal Pl.	4	3
A1A Eastside South	Hypolita St. to Catherdeal Pl.	3	3

A1A Eastside North	Hypolita St. to Catherdeal Pl.	5	5
A1A Eastside North	Cuna St. to Hypolita St.	1	2
Total		93	116

Table 9: Existing Parking Occupancy (On-street Evening 9/7/2023)

Street	Location (From - To)	Count	Number of Spaces
Cathedral Pl. NE	St. George St. to Charlotte St.	7	13
Cathedral Pl. SE	St. George St. to Charlotte St.	9	17
Cathedral Pl. NW	Cordova St. to St. George St.	0	8
Cathedral Pl. SW	Cordova St. to St. George St.	2	7
Cathedral Pl. SW	Cordova St. to St. George St.	5	6
Cathedral Pl. NW	Cordova St. to St. George St.	0	2
King St. NW	Cordova St. to St. George St.	2	8
King St. NW	Cordova St. to St. George St.	2	3
King St. SW	Cordova St. to St. George St.	2	10
King St. NE	St. George St. to Charlotte St.	8	14
King St. SE	St. George St. to Charlotte St.	2	4
King St. SE	St. George St. to Charlotte St.	2	3
Charlotte St. Eastside North	Treasury St. to Cathedral Pl.	1	5
Charlotte St. Eastside South	Treasury St. to Cathedral Pl.	6	3
A1A Eastside South	Hypolita St. to Cathedral Pl.	3	3
A1A Eastside South	Hypolita St. to Cathedral Pl.	6	3

A1A Eastside North	Hypolita St. to Cathedral Pl.	3	5
A1A Eastside North	Cuna St. to Hypolita St.	0	2
Total		60	116

Exhibit B

Stakeholder Engagement Memo

MEMO



To: Reuben Franklin, PE - City of Saint Augustine

From: Allison Justice – DDEC, Lauren Rushing - NUE Urban Concepts

CC: Uyen Dang, PE - DDEC, Jonathan Paul, AICP - NUE Urban Concepts,

Date: December 1, 2023

RE: St. Augustine Mobility and Curb Management Plan Phase 1 Summary of Stakeholder Engagement

Stakeholder engagement is a vital component of understanding local mobility operations and what kind of improvements will provide a benefit to residents, visitors, and local businesses. Per Task 1.2 of the Saint Augustine Mobility and Curb Management Plan Phase 1, the consultant team interviewed several franchise and vehicle-for-hire operators. The operators who were interviewed provide services for both ride-hailing and guided tours, operate on fixed or undefined routes, and use various vehicle types including golf carts, trolleys, pedicabs, and shuttle buses.

This memo provides a concise summary of the feedback collected and will be used to inform amendments to the Franchise and Vehicle for Hire ordinances and to make practical and effective recommendations to improve mobility and curb management. The tables below provide a list of franchise and vehicle-for-hire (VFH) operators who were interviewed (Table 1), or were contacted, but either non-responsive or not yet interviewed (Table 2).

Table 1. Mobility Operators Interviewed

COMPANY	OWNER/OPERATOR	VEHICLE TYPE	DATE
Old Town Trolley	Ed Swift	Trolley, Bus, STAR	10/9/23
Red Train Tours	Kim Kiff	Trolley/Train	10/16/23
Explore Tours and Pickups	Calli Zavodney	Open Electric Vehicle	10/18/23
Pineapple Ride and Tour Service	Blaise Morrell	E-Vehicle/Pedi Cab	10/24/23
Pastime Tours	Kenneth Chapman	E- Replica Model T	10/19/23
Old Town Cart	Adam Lynn	Golf Cart/Shuttle Bus	10/18/23

Panda Tours	Manda Gerber	Golf Cart	10/19/23
Land and Sea Tours	Luis Salva	Golf Cart	10/23/23
St. Augustine Transfer Company (2)	Aaron Jockers Carly Zervis	Golf Cart/Walking	10/23/23 11/2/23
San Marco Hospitality	Carly Zervis	Carriage, Golf Cart, Walking	11/3/23
Chris Taylor's Bike Taxi & Tours	Chris Taylor	Pedicab	11/7/2023

Table 2. Mobility Operators Contacted

COMPANY	OWNER/OPERATOR	VEHICLE TYPE	DATE CONTACTED
Celebration Carriages	Teresa Henegar	Horse and Carriage	10/20, 10/23 & 11/3
Country Carriages	Jennifer Cushion	Horse and Carriage	10/11, 10/20 & 11/3 (missed meeting on 10/26 & 11/7)
Coastal Carriages	Lacey Sanchez	Horse and Carriage	10/30, 11/1 & 11/3 (missed on 11/2)
The Tasting Tours	Joanna Engel	Open E Vehicle	10/17 & 11/3
St. Augustine Gold Tours	Tom Ryan	Golf Cart	10/19 & 11/3
Scooter Shuttles	Evonne Davis	Van	10/23 & 11/3
Salty Seas Transportation	Amy Lowery	Taxi and Airport Shuttle	10/30

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SUMMARY OF STAKEHOLDER INPUT

From October 9 - November 7, 2023, the consultant team interviewed 11 mobility operators who operate within St. Augustine's historic downtown district. All operators provided input specific to their individual businesses. However, many also offered comments and concerns related to the overall mobility needs of the historic district. The following is a summary of recurring themes that emerged from the interviews. A copy of a presentation to stakeholders is included in Exhibit 1.

Need for Designated Loading Zones, with Careful Consideration of Business Operations

VFH operators expressed a need for designated loading (pick-up/drop-off) and idling zones throughout the historic district. While VFH are permitted to use existing taxi stands, these stands tend to be congested and, therefore, do not always adequately serve the needs of the many businesses utilizing them, especially during peak periods. Operators also expressed confusion in understanding where they are "allowed" or not allowed to pick up, drop off, or idle while waiting for business patrons. This lack of understanding has resulted in unwanted ticketing. Operators recognize that picking up or unloading on-street causes congestion and creates unsafe situations for their riders. They emphasized the need for safe, designated locations to operate if the on-street solicitation is restricted, especially for vehicle-for-hire operators who do not have a brick-and-mortar location.

Several operators pointed to the Historic Downtown Parking Facility garage as a prime loading zone location and expressed the importance of having a loading zone at the future planned parking garage on King St. and US-1. Alternative location recommendations included the Castillo de San Marco National Monument surface parking lot and streets surrounding the Plaza de la Constitucion, such as Cathedral Place, which are popular destinations within the historic district. Other operators have agreements with local businesses, such as hotels and restaurants, that allow them to use private parking lots or utilize franchise-designated loading zones during busy evenings when trolleys are no longer in operation.

While most VFH operators expressed a strong desire for designated loading zones, pedicab operators emphasized the importance of allowances for pick-up/drop-off directly at destinations. Pedicab operators house contact cards at the district's many businesses, including hotels, bars, bed-and-breakfasts, and restaurants, and, most often, receive service calls through this means. Riders are generally families with young children and the elderly, which underscores the need for on-call, door-to-door service. Pedicab operators strongly expressed that any regulations restricting loading/unloading at designated locations would negatively impact their business. There may be a need to designate pedicabs as a handicap-friendly service to accommodate this business model and serve the needs of residents and visitors to St. Augustine, who may be mobility-challenged or have difficulty walking to loading zones.

Lack of Communication Regarding Regulations and Mobility Options

Lack of communication, both internally amongst City staff and between the City and mobility operators, regarding the interpretation of the existing code and what regulations apply to operators emerged as a strong theme in the interviews. Many operators do not have a deep understanding of the code, despite efforts to read it. They expressed the need for a robust communications plan that offers clear and simple instructions for how to operate. Several operators also expressed frustration with the City's customer service and claimed to receive mixed messaging regarding what is permitted and required under the existing code. Communication was identified as a long-standing issue between the City and the local community. Specific recommendations for a communication plan included a pamphlet to be distributed to educate the business community on the relevant codes and an informational webpage for visitors to house a list of licensed operators and information on mobility options.

Regarding interpretation and understanding of the code, two major issues arose: 1) the number of seats allowed for VFH vehicles, and 2) whether VFH companies are permitted to offer tours. Under the existing code, only franchises are permitted to have more than eight (8) seats in their vehicles and to operate tours; however, several VFH companies utilize larger vehicles and have operated tours for many years. Wanting to be in compliance, operators find it difficult to know how, and they often operate based on what they see others doing. For operators who believe they understand the code and operate within it, there is a sentiment that other operators do not "follow the rules," and as a result, their own businesses suffer in competition with non-compliant operators.

Mobility Operators Perceive the STAR Circulator as Direct Competition

Several operators offered feedback on the City's new STAR Circulator shuttle stating that, as it operates today, they perceive the circulator as direct competition to their business. Citing the idling of vehicles for long periods and close stops making it quicker to walk, operators feel that the current route is too short and that stop locations are inefficient. One operator suggested that the Circulator would be put to better use and could serve as a complement to mobility operators if it were to function primarily as a visitor/employee shuttle with service to/from Saint Augustine Beach and city areas outside the historic district. There were also several comments that the shuttle vehicle is too large for operation within the historic district and that the area is better served by more nimble vehicles, such as those that operate with vehicle-for-hire licenses.

Protection for the Local Businesses Community and Historic Quality

Almost all of the operators interviewed expressed their passion for the City of St. Augustine and feel strongly that their services contribute to an improved visitor experience and enhanced quality of life for its residents. The local business community, and the mobility operators within it, are an increasingly connected network of small businesses that have grown organically to meet the needs of local residents and work to support each other's businesses. This is evidenced through mobility operator agreements with local hotels and other service/tourism businesses that share information with visitors or share space for operations.

Ride-hailing and pedicab operators have also built relationships and refer business patrons to each others' businesses when they do not have the capacity to meet the demand. The local business community and their contributions are valued and cherished by participants and long-standing residents.

Operators emphasized the importance of changes in the Franchise and Vehicle for Hire ordinances to support the growth of small, local businesses and in recognition of their importance to the community. Several operators expressed concern and frustration about the lack of regulation for Transportation Network Companies (i.e. Uber/Lyft), as well as the difficulties competing with these companies. Operators hope that the City will work to prioritize their businesses and increase awareness for visitors on the various local mobility options available.

A related comment included the need to protect the quality and integrity of guided tour operations. In the past, guides have been required to take a test that required a deep understanding of the City's history, and some operators feel that this requirement should be reinstated.

'Horse and Carriage' Licenses Are Available but Not Being Issued

The consultant team has not been able to speak directly with the horse and carriage operators yet, and other operators with experience in that business spoke for them on certain topics. The understanding is that there are 30 licenses available, only 16 are currently in use, and the City is not releasing the others. An explanation has not been provided for why the remaining licenses are not available for use, and this has created frustration among the horse and carriage companies. There is growing sentiment among the horse and carriage companies that the City is attempting to phase them out of operation. Some mobility operators believe this industry should eventually go away, while others believe they are an important and unique part of the City's character.

Need for Improved Licensing and Operations Enforcement

Several operators expressed the need for an increase in enforcement to ensure that businesses are 1.) licensed to operate, and 2.) operating in compliance with the relevant ordinances.

During special events, such as Nights of Lights, "out-of-towners" or non-local mobility operators come to St. Augustine to serve the increased demand for mobility. This is not uncommon, and some local operators also travel around the country in a similar manner. However, local operators identified issues with non-local operators not obtaining the proper licensing. There is also a sentiment that non-local operators are not respectful of informal courtesies that are well-known among the local community. Further, one reason these operators do not seek to obtain licensing is because they do not have insurance leaving both riders and the City exposed to risk. There is a need for improved on-street enforcement to check that operators are licensed. Ensuring non-local businesses obtain licensing may also improve the mentality that they have made an investment in being part of the local community.

Franchise operators expressed several frustrations with VFH, delivery vehicles (i.e., Amazon/FedEx), and transportation network companies (i.e., Uber/Lyft) operations. The key issues highlighted include:

1. Loading/unloading in existing zones dedicated to franchise operators.
2. Vehicles that provide seating for more than eight (8) passengers.
3. VFH operators provide guided tours.

Franchises pay significant fees to the City to operate under special conditions, and it is believed that those conditions should be protected. The City should consider hiring a nighttime manager to monitor operations during peak evening and nighttime hours and provide more consistent enforcement.

Insurance Requirements Are Inadequate for Some and Burdensome for Others

The existing Vehicle for Hire ordinance requires, "One hundred twenty-five thousand dollars (\$125,000.00) for one (1) person injured or killed, and fifty thousand dollars (\$50,000.00) for all property damaged or destroyed in any one (1) accident, and two hundred fifty thousand dollars (\$250,000.00) for more than one (1) person injured or killed in any one (1) accident covering each motor-driven passenger vehicle owned, operated, driven or controlled by such owner, operator, agent, lessee or driver."

Franchise operators identified concerns that low insurance requirements for VFH do not adequately protect businesses and riders. Smaller mobility operators cited insurance requirements as being burdensome to their business and a large portion of their operating costs. While smaller operators see insurance as a barrier to business, some operators choose to obtain coverage plans above the minimum requirements with one operator securing \$3 million of coverage and paying \$1,000 per vehicle per month. Another operator, who provides services in cities across the county, stated that coverage requirements of \$1 million are not uncommon in other cities.

Prohibition of Lithium-Ion Batteries

The pedicab industry is currently undergoing a transition from the use of hazardous lithium-ion batteries, with many insurance companies instituting strict requirements for safe alternatives. One alternative identified by a local pedicab operator is the LiFePO₄ battery, which is a lithium-ion phosphate battery (different in chemical composition from lithium-ion). While these batteries are expensive, using them may reduce insurance costs for pedicab operators. The City should consider requiring the use of safe alternatives to lithium-ion batteries.

Improvements Should Serve a Long-Term Vision for Mobility for the Historic District

In addition to providing input on concerns and improvements to aid the day-to-day operations of their individual businesses, many operators expressed interest in a unified vision for mobility in the historic district. Operators support the vision of a "park once" environment where residents and visitors can park on the periphery of the district and use local mobility services to access

destinations within the district. This vision would discourage vehicle traffic on narrow streets within the district and prioritize pedestrians, alternative mobility options, tour vehicles, commercial deliveries, and mobility-challenged services. Improved traffic circulation would be facilitated by making parking information available on a website or app, while wayfinding signage, including dynamic/variable messaging, at various locations outside the historic district would direct traffic flow from peripheral streets to suitable parking locations. Designated loading zones would prioritize space for mobility operators, improving safety, organization, and traffic flow for the various shuttles, pedicabs, trolleys, and golf carts. Physical improvements would be supplemented by an education campaign that would raise awareness for locals and visitors on the mobility options available and would encourage visitors to support small, local businesses with their mobility choices.

SUMMARY OF STAKEHOLDER COMMENTS FOR FRANCHISE AND VEHICLE FOR HIRE ORDINANCES

Franchise Ordinance:

1. **Remove Barriers to Franchising:** While many VFH operators have an interest in becoming franchised as a way to grow their business, they commented that the Franchise ordinance was not written for the “little guys” and includes requirements that are too cumbersome for small businesses; A tiered approach to allow for different types of franchise licenses including various specifications on number of seats, license costs, and regulations on operating activities may reduce barriers to obtaining franchise licenses while protecting the special conditions of the top-tier licenses.
2. **Clarification on Licensing for ‘Horse and Carriage’:** ‘Horse and Carriage’ is technically a franchise, but is covered under the VFH; It is not clear as to why the City isn’t allowing all available licenses to be obtained for ‘horse and carriage.’
3. **Remove Barriers to Business Improvements:** Franchises would like to see less onerous rules when it comes to modifying routes and fee rates. Franchises must have these changes approved by the City Council but would like to return to this approval being needed only from the City Manager or other staff.
4. **Remove Requirement for 8:30 a.m. Start Time:** The ordinance states that vehicles must be on the street by 8:30 a.m., but sometimes that time is not warranted (note: this requirement was not found in the ordinance and may refer to a separate franchise agreement).
5. **Specifications on Seat Allowances:** The ordinance is not clear on the number of seats allowed in vehicles.
6. **Franchise Protection:** Franchise operators are long-standing local businesses that make valuable contributions to the St. Augustine community and local economy. Franchises pay significant fees for special considerations and operations, and this special status should remain protected.

Vehicle for Hire Ordinance:

1. **Enforcement:** The ordinance needs more “teeth” for enforcement including hire violation fines and methodology for how to handle repeat violations including license revocation.
2. **No-Solicitation Policy:** Include a no-solicitation policy, similar to that in the franchise ordinance to improve safety and congestion (note: this recommendation was cited as an issue for pedicab operations).
3. **Approval of Vehicle Branding/Style:** A process should be included in the ordinance, similar to what is seen in the Franchise ordinance, for obtaining approval for vehicle branding and style to ensure consistency with the historic urban environment and to prevent “copycatting” of competitor businesses.
4. **Licenses Caps:** The number of licensed operators in the City should be limited through license caps to ensure a well-organized mobility system and to allow regulation and enforcement to be kept in check.
5. **Increase Insurance Requirements:** While some operators expressed insurance requirements as a barrier to business, the safety and protection of riders should come first. The City should seek to find a balance between supporting the growth of small businesses and ensuring that proper protection is afforded to riders.
6. **Vehicle Types:** The ordinance should identify the standard types of vehicles that are allowed to operate in the City to avoid the use of unwanted vehicles and activities.

Additional Comments

Additional comments collected during interviews include:

1. Franchises are willing to work with the City to use cameras in vehicles to assist with enforcement.
2. Driver training and safety standards should be in place.
3. Some offer “free” rides, and some operators have an issue with this approach.
4. Investigate what the City can do to regulate Uber and Lyft; at minimum, they need to use designated areas for pick-up/drop-off locations.
5. Large tour/charter buses bring tours through downtown which causes congestion.
6. Need for clear rules and enforcement about advertising on vehicles; vehicle-for-hire companies would like to be able to advertise on vehicles.
7. Some operators have experienced issues with both “copycatting” of their business branding and poaching of customers.

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STAKEHOLDER SURVEY

A short survey was provided to stakeholders to collect additional information. The survey revealed key issues that echoed conversations during the interviews. Issues include the following: 1.) the availability and competition for loading zones in the downtown district; 2.) equity in oversight of operations; 3.) eliminating solicitation; 4.) increased insurance requirements; 5.) improved communication; 6) facilitation of a 'park once' environment. Detailed survey results can be found in Exhibit 2.

NEXT STEPS

As a next step, NUE Urban Concepts will compile the feedback and develop proposed recommendations for an ordinance change to the Franchise and Vehicle for Hire ordinances.

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LIST OF EXHIBITS

- **Exhibit 1: Stakeholder Presentation (10/16/23)**
- **Exhibit 2: Online Survey Results**
- **Exhibit 3: Meeting Minutes**

Exhibit 1:
Stakeholder Presentation (10/16/2023)

City of Saint Augustine

Mobility and Curb Management Plan

Stakeholder Meeting - Red Train Tours
Date: 10/16/2023



MOBILITY COHORT



2023



Introduction



MOBILITY COHORT



Allison Justice
Project Manager



Uyen Dang, PE
Transportation Engineer



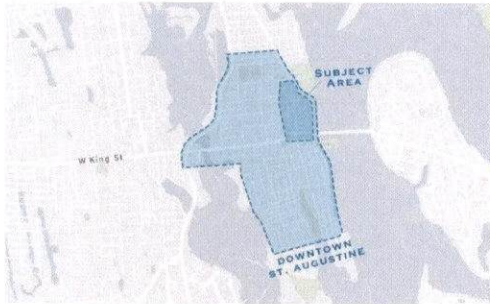
Jonathan Paul, AICP
Principal Planner



Lauren Rushing
Mobility Planner



GOAL: Provide Transportation Demand Management solutions to meet the mobility needs of Downtown Saint Augustine



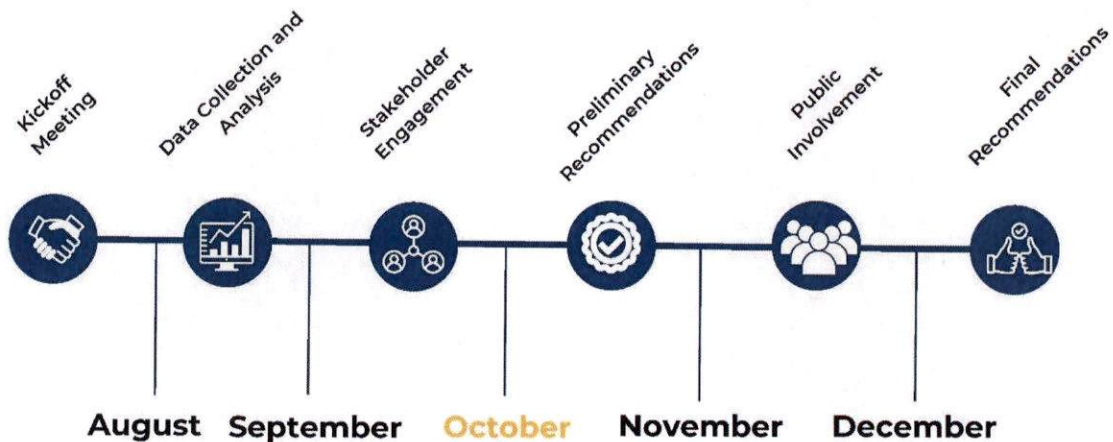
Project Location Map

SCOPE

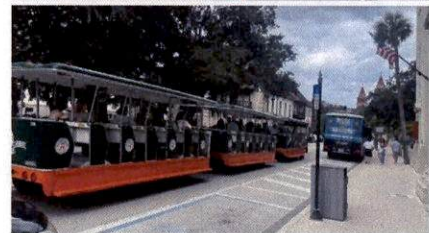
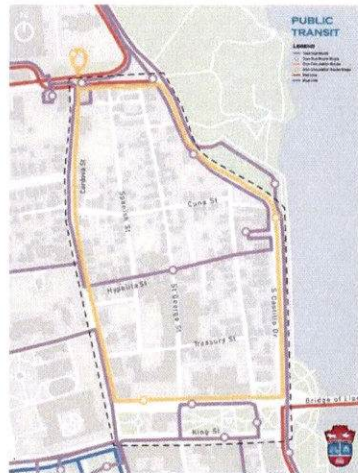
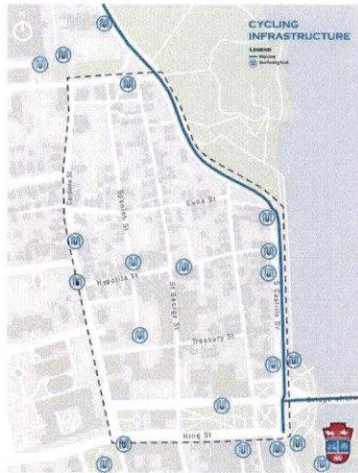
- Evaluate existing curb policies
- Data Collection and Analysis
 - Transit, tour companies, traffic, bike/ped, etc.
 - Field observations, field interviews, parking counts
- Stakeholder Engagement
- Update Vehicle for Hire Ordinance
- Next Step recommendations
- Next Phase - Pilot

DDEC

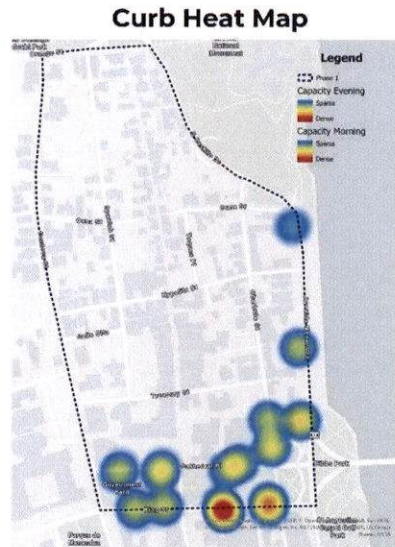
Project Schedule



DDEC

**DDEC****DDEC**

Review Existing Curb Data



DDEC

Site Visit and User Behavior Observation

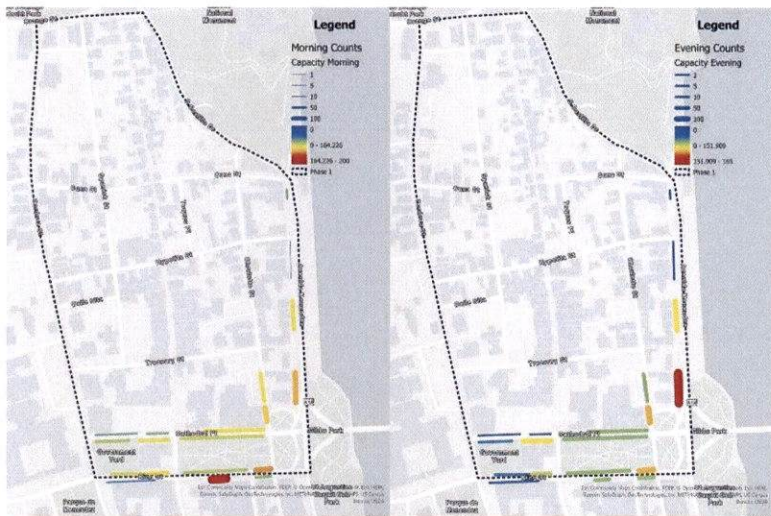


- Validation of parking zones, real-time occupancy data collection, and user behavior observation.
- Ensured accuracy of parking zones and curb designations.
- Collection during site visit for understanding dynamic curb space utilization.
- Observation of pedestrians, bicyclists, micromobility users, transit passengers, and vehicle travelers.

Key findings: Improper use of loading zones



DDEC



- Site visits on September 7 (evening) and September 8 (daytime).
- High Utilization: Streets like Charlotte St., King St., and Cordova St. experienced high curb space demand.
- Improper Use: Vehicles improperly parked in commercial loading zones
- Interviews:
 - STAR: Unwarranted loading/unloading at Stop #2 Cuna Street
 - Beach Trolley: Uber/Lyft/Delivery Drivers- Loading at Cathedral and Saint George
 - Ticket Booth - Pedestrian Density

DDEC

Details	Mode of Travel	# of Passengers	FEE	Hours of Operation
Local Transit Agencies				
Old Town Trolley -Beach Bus	Shuttle	20 +/-	Included in Tour Ticket	8:30AM - 5:30PM
Old Town Trolley	Trolley	60+	\$36.50+	9:00AM - 6:00PM (holidays vary)
Red Train Tours	Train/Trolley	50	\$37.98	10:00AM - 10:00PM (may vary)
Explore Tours and Pickups	Open Vehicle	10	\$30+	10:00AM - 6:30PM (+Nights of Lights 11PM)
Pineapple Ride and Tour Services	E-Vehicle/Pedicab	9	\$60+	10:00AM - 10:00PM (+Nights of Lights 11PM)
The Tasting Tours	Open Vehicle	8	\$135+	1:30PM, 4:30PM, Sunday 11AM
St. Augustine Gold Tours	Golf Cart	6	\$150	9:00AM - 2:00PM
Scooter Shuttles	Van	14	\$3	On Call until 10:30PM, 12:30AM on Weekends
Pastime Tours	Replica Model T	4	\$150+	10:00AM - 9:00PM (+Private/Weddings)
Country Carriages	Horse and Carriage	4	\$35+	4:00PM - 10:00PM (Later on Saturdays)
Old Town Cart	Golf Cart/Shuttle bus	\$5+	6	Thurs-Sunday 4:30PM - 11:30PM
STAR Circulator (St. Augustine Rider)	Bus	20+/-	FREE	10:00AM - 10:00PM
Rideshare/Taxi				
Lyft	Car	6	Varies	24 Hours
Uber	Car	6	Varies	24 Hours
Salty Seas Transportation	Various		Varies	
Clean Taxi St. Augustine	Car	Unknown	Varies	

DDEC



Please fill out this Survey Online!

FOR INFORMATION:

We want to hear from you!

Complete the survey.

Email: info@ddec.com

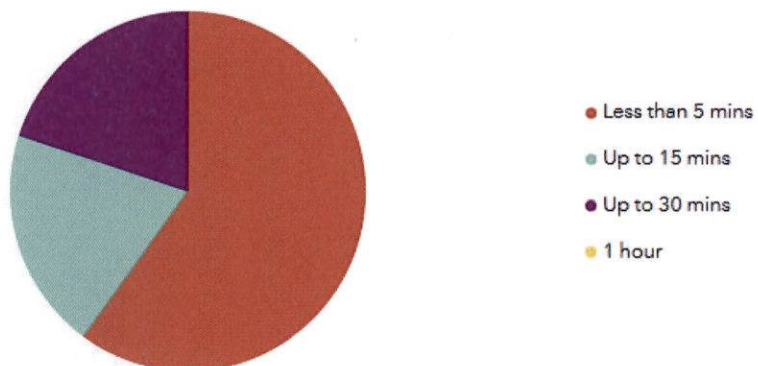
Subject: Saint Augustine Mobility and Curb Management Plan

Exhibit 2:

Survey Results

What is the approximate wait time for your customers? *

Column Bar Pie Map



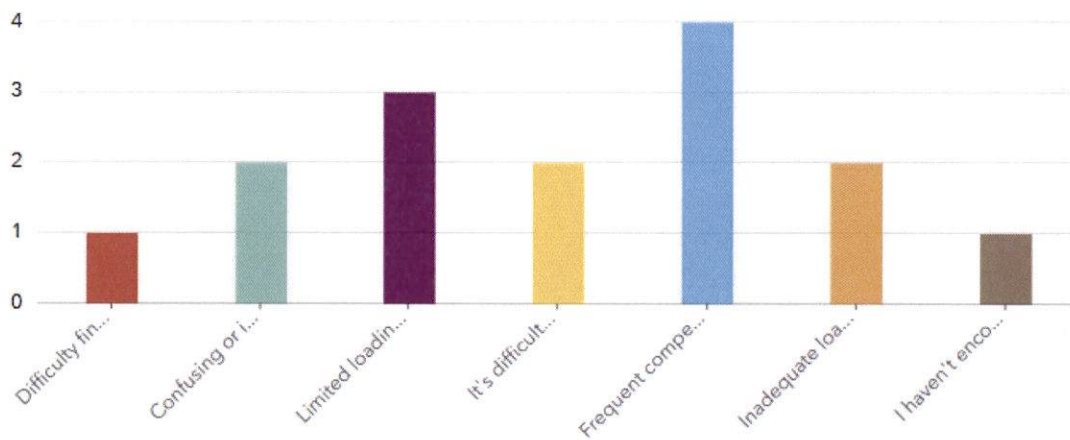
[Hide table](#)

☒ Empty categories [↑↓ Sort](#)

Answers	Count	Percentage
Less than 5 mins	3	60%
Up to 15 mins	1	20%
Up to 30 mins	1	20%
1 hour	0	0%

Which challenges have you faced?

Column Bar



[Hide table](#)

☒ Empty categories [Sort](#)

Answers	Count	Percentage
Difficulty finding loading zones near desired destinations	1	20%
Confusing or inadequate signage for loading zones	2	40%
Limited loading zones available	3	60%
It's difficult for my passengers to find the loading zones	2	40%
Frequent competition for loading zones with other businesses or vehicles	4	80%
Inadequate loading zones infrastructures (i.e. ADA, curb ramps)	2	40%
I haven't encountered any issues in downtown St. Augustine.	1	20%

Which tour do you operate? *

Word cloud

The word cloud requires at least 20 answers to show.

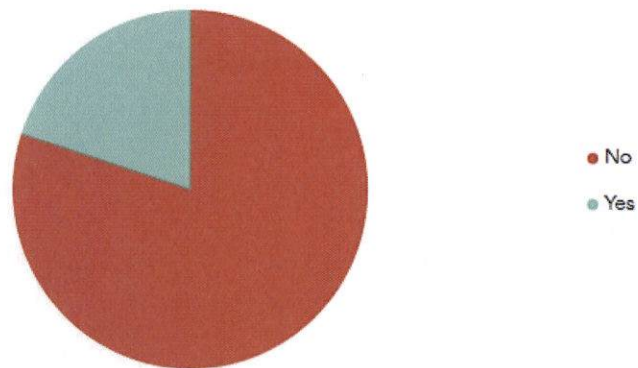
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[AA Show words](#)

Response	Count
St Augustine Transfer Company	1
Self-employed -- horse-drawn carriage, golf cart, walking	1
Red train tours	1
Pastime Tours	1
Hotels, restaurants, bnbs, bars etc. But the majority of our taxi and tours come from people flagging us down as we ride through town. We also stage at Tradewinds, Ann omalleys, Scarlets, white lion, no name, town square, intersections along st George	1

Do you currently pay a franchise fee to operate in the City? *

Column Bar Pie Map



[Hide table](#)

☒ Empty categories [↑↓ Sort](#)

Answers	Count	Percentage
No	4	80%
Yes	1	20%

Submission Date	What is the approximate wait time for your customers?	How would you provide solutions to meet the mobility needs of Downtown Saint Augustine	Which tour do you operate?	Which challenges have you faced?	Do you currently pay a franchise fee to operate in the City?
10/16/2023	Less than 5 mins	As we spoke earlier, I think there just us to be equity and oversight that is similar with all businesses giving tours and providing transportation. Everyone should be held to the same standards and expectations. Designating stops, overseeing zone activity, oversight of routes and vehicles, eliminating street-side sales and solicitation and increasing insurance requirements to realistic coverage is a great way to start.	Red train tours	Frequent competition for loading zones with other businesses or vehicles	Yes
10/23/2023	Less than 5 mins	More mobility hubs, more communication to let tourists know transportation availability.	St Augustine Transfer Company	Limited loading zones available Frequent competition for loading zones with other businesses or vehicles	No
10/23/2023	Up to 15 mins	I feel the needs of the city and small companies like myself, providing a vehicle service to locals interest like on the wave, offering shuttle/taxi service of our tour companies provides just that in order to achieve this, we must be allowed to represent ourselves on the street, along with having designated areas for pick up and drop off that is convenient, not only to our companies, but the city at large parking structures hotels, and B&Bs	Pastime Tours	Confusing or inadequate signage for loading zones Limited loading zones available It's difficult for my passengers to find loading zones Frequent competition for loading zones with other businesses or vehicles Inadequate loading zone infrastructures (i.e. ADA, curb ramps)	No
11/2/2023	Up to 30 mins	- actively move toward City's stated goal of a park-once environment by constructing satellite parking facilities and working with a diverse group of private transportation/tour businesses to facilitate alternative transportation options (trolleys, shuttles, e-bikes, mopeds, golf carts, horse-drawn vehicles, segways, scooters, rideshare services, etc.) and to create additional handicapped-accessible designated parking spaces in the core downtown area	Self-employed (San Marco Hospitality) - horse-drawn carriage, golf cart, walking	Difficulty finding loading zones near desired destinations Confusing or inadequate signage for loading zones Limited loading zones available It's difficult for my passengers to find loading zones Frequent competition for loading zones with other businesses or vehicles Inadequate loading zone infrastructures (i.e. ADA, curb ramps)	No
11/3/2023	Less than 5 mins	I'm not sure what the issues are here. I've really not had any problems for the 9 years I've been operating	Hotels, restaurants, bnbs, bars etc. But the majority of our taxi and tours come from people flagging us down as we ride through town. We also stage at Tradewinds, Ann Onalleys, Scarlets, white lion, no name, town square, intersections along st George	I haven't encountered any issues	No

Exhibit 3:

Meeting Minutes

St. Augustine Mobility and Curb Management Study Stakeholder Meeting Notes: (11)

October 9, 2023

Ed Swift – Old Town Trolleys

Attendees:

Uyen, Allison, Jonathan, Lauren, Ed, Reuben (city)

Notes:

Uyen: Presentation of data results and findings to date

Ed:

Most concerned with Changes to Chapter 27: Vehicle for Hire Ordinance

1. Wants a "no solicitation" policy within Ordinance
 - a. Other "carts and operators" will park in his lot and solicit customers
2. Wants approval of vehicle style
 - a. Or at minimum, City approval of the Vehicles
3. Cap the licenses
4. Increase Insurance limits
 - a. Currently goes by state \$125,000/\$250,000
5. Increase Fees and punishments
 - a. 3 strikes

Chapter 14: Franchise Agreement

1. Less onerous process for certain changes
 - a. Administration approval of fee changes, route changes, stops, etc...

Jonathan Asked:

1. What would you change in Chapter 14 (above)
2. Would you share Camera info with City
 - a. Yes- they would certainly put something in place but would need to get cameras on the cloud and have a policy in place

Fed Ex/UPS/etc...: Needs to be part of curb management and enforcement

October 16, 2023

Kim Kiff – Red Train Tours (Ripleys)

Attendees:

Uyen, Allison, Jonathan, Lauren, Kim Kiff

Uyen: Presentation of data results and findings to date

How they Operate:

Prior to Covid they operated just like Old Town Trolley.

Now – don't have booths and don't make stops except for school groups

1 hour tour – operates to and from Ripley's Believe it or Not facility

Testing a camera system now and would support sharing info

Kim's Comments – Mirrored those of Ed Swift as franchise operators

1. Ex-Employee operated golf cart that looked like train and sold himself as "red train" – Need to be able to regulate that behavior – just finished lawsuit
2. Some narrow streets they have issues with getting through (Aviles Street)
3. Don't like golf carts "soliciting" customers on street
4. Would like designated drop off and pick up
5. Would like to see city oversight of routes
6. Driver Training is important
7. Limits on # of Licenses
8. Higher fines for violators
9. Enough insurance
10. Inspection and Safety Standards
11. Don't like that some advertise as "FREE"
12. Issues with golf carts coming into their parking lot late and violating the noise ordinance, then they get in trouble

Franchise Ordinance:

1. Current ordinance states that vehicle must be on road by 8:30AM, but sometimes it's not needed. This could come out, but not a big deal

October 18, 2023

Calli Zavodney – Explore Tours

Attendees:

Allison, Jonathan, Lauren, Meredith (City), Calli Zavodney

Explore Tours:

- 8 Years in Business – used to do Pedi Cab, but no longer
- 10-11 seats – all electric vehicles
- Tours and Transportation – Only in Downtown, not on US1/A1A and don't go over bridge
- Doesn't allow drivers to pick up on road

Comments:

1. Don't have designated spaces to pick up – Would like a loading zone.
2. Had issue with parking garage, but can now pick up on North Side of Garage
3. Would like to be franchised, but due to their size, cannot compete with the standards in place. Larger operators can afford the higher insurance and standards
4. Disorganization within City – Had the vehicles approved 8 years ago, but now city is taking issue with the vehicles.
5. Insurance rates are high – she wasn't sure how much her coverage was, but says she carries plenty of insurance and others should as well.
6. Would like to have a set place to go and solicit business if needed

October 18, 2023

Adam Lynn – Old Town Connect

Attendees:

Allison, Lauren, Adam Lynn

Old Town Connect:

- Changed name from Cart – really about transportation
- In business 2 years – used to operate restaurant
- Had issue with Uber during Covid and wanted to solve transportation challenge for locals
 - Entertaining way to get back and forth to beach
- First had large golf carts but hard to fix, so will now only have 8 person carts
- Had Trolley – purchased by Old Town Trolley
- Now have Shuttle busses – 14 person
- GOAL:
 - Operate 5-6 shuttles to transport from hotels to downtown or beach
 - One 30 person shuttle for weddings, etc...
 - 3-4 golf carts for downtown (8 person)
 - Would like drivers to lease carts and offer free rides
 - Golf carts pick up anywhere and they do solicit if they see someone that looks like they need a ride
- Operate Thursday – Sunday from 10-10 and F-S from 10-2AM
- Looking at an app and GPS

Comments:

1. Wanted to franchise but the insurance requirements were too high and the agreement mentions “sightseeing”, which they do not do.
2. Others operate over 8 passengers and do tours – they should be franchised.
 - a. He does not do tours – only transportation and tells his drivers not to discuss history on the rides
3. Insurance – should be fair and yet protect the public. He has plenty of insurance due to shuttles and CDL drivers
4. Tells drivers not to park in street and to always pull off due to safety

October 19, 2023

Manda Gerber – Panda Tours

Attendees: Lauren, Allison, Manda Gerber

Business:

- Golf Cart – 6 Person
- Tours Only – not vehicle for hire
 - Pre Booked Online
 - Pickup at Corner Market
- Not a fixed route.
- 2 Years in Business – 2021.

Comments:

1. No place to pull over, loading zones, stands, etc...
 - a. Ideally would be more loading zones and pickup at parking garage
2. Have gotten tickets for leaving vehicle to go gather a tour
3. Cannot get franchised – city not giving any more franchises.
 - a. Knows people that have also tried.
 - b. Says the old St Augustine Transfer company turned in 15 and ?Chris Cushins?
4. Insurance – very expensive, so she holds the minimum
5. Would like clear concise communication on the ordinance – maybe communication program from city

October 23, 2023

Luis Salva – Land and Sea Tours

Attendees: Lauren, Allison, Reuben, Luis and wife

Business:

- 7 Years in Business
- Partners with Scenic Cruises for the water portion and 8-9 passenger golf cart for land
- Historic tours
- Fixed Route
- Trying to get a 14 passenger van registered, but doesn't qualify if they do tours with it. Reuben to discuss with them.
 - He took row out to modify, but Reuben said this is an issue because they have had others put seats back in

Comments:

1. Loading zones – no place to load passengers

- a. During Nights of Lights they rent space to pick up passengers. This year it's at Trinity Episcopal
 - i. The first two seasons, the former Burger Buckets restaurant allowed us to use the space next to the restaurant on the Cordova St side. We then leased a couple of parking spaces from the Norman Rockwell museum on Spanish St last season. However, the museum closed and this upcoming season we are leasing some space from Trinity Episcopal Church at their parking lot behind the church
 - ii. Idea for City to provide off site loading during nights of lights?
2. Worried about cost of insurance

October 23, 2023

Kenneth Chapman – Pastime Tours

Attendees: Lauren, Allison, and Kenneth

Business:

- 2 years in business
- Started in tourism business 18 years ago...horse and carriage industry (Country Carriages)
- Son was tour guide of the year in St. Augustine
- Model T replica carts
 - Does tours but also offers free rides if he's available
 - Would like to expand

Comments:

1. Thinks vehicles should change with the times, which is electric
2. Ordinances are outdated and haven't been good for small business
3. New busses seem to be congesting city more – need smaller vehicles and to use the small businesses already around town.
4. Should keep the new development and garage in mind when re-writing ordinances
5. Need better enforcement

October 23, 2023

Aaron Jockers – St. Augustine Transfer Company

Attendees: Lauren, Allison, and Aaron

Business:

- Walking and Golf Cart tours
-

Comments:

1. Lack of facilitation for small businesses laws for golf carts
2. Can use some taxi stands, but need Loading zones
3. Delivery drivers parking in middle of street
4. City should have better communication and marketing about what providers are out there
5. Maybe limit the number of vehicles for hire and tour during certain times of year?
6. STARR stops are too close together – could walk it
7. Would like to know Ridership info
8. Some carts have advertising, which isn't allowed
9. Should have designated spots in the new garage if built (Brody's)

October 24, 2023

Blaise Morrell – Pineapple Tours

Attendees: Lauren, Allison, and Blaise

Business:

- 8 years – started with pedi cabs – thinks it's the best way to get around and now they are electric
- Tours and Rides
- Has parking on Riberia Street with parking on site. OR they pick up at hotels
 - Designated Taxi Stands
 - Cathedral & St. George
 - Cordova & King
 - Government House – Great location to pick up
- All electric vehicles
- Would like to expand with mini bus
- Maintains relationships with hotels

Comments:

1. Uber and Lyft is his number 1 concern – they have no regulations and are taking business from locals. Don't have to have licenses or insurance requirements with city
2. In past, City has not cared much about small businesses in this industry, but seems to be changes – he's been here 20 years and cares about city
3. STARR Bus – Thinks the bus is unnecessary in its current route.

- a. Route is too short
 - b. Busses too big for downtown
 - c. Should be for longer distances
- 4. Would like to see more protection for small businesses – especially businesses that run year round, not just for Nights of Lights
- 5. Guide Licenses – wishes there were more regulations for guides like there used to be. State regulates now and City cannot give test at a local level.
- 6. Doesn't like the free golf cart rides
- 7. Eventually would like to see downtown closed to cars from "nonlocals"
 - a. Park once – park and ride for tourist

October 26, 2023

Jennifer Cushions – Country Carriages – MISSED – Followed up

November 2, 2023

Lacey Sanchez – Coastal Carriages – MISSED – Followed up

November 2, 2023

Carly Zervis – St. Augustine Transfer Co/San Marco Hospitality

Attendees: Lauren, Allison, and Blaise

Business:

- Walking and Golf Cart tours
- Partner with Aaron Jockers and also starting a restaurant
- Carriage driver for 15 years – not in carriage business, but spoke a lot about it
- Sent us links to several studies, including a Restaurant Hospitality Institute Study

Comments:

- 1. Would like to eventually see mobility down San Marco (north)
- 2. Communication – Don't get same information from city employees
 - a. Communication about mobility – would like to see a communication plan
- 3. Don't feel like carriages are treated the same as other Franchises – does city want to eliminate?
- 4. STARR – feels like city trying to get involved in transit
- 5. Thinks St. Augustine can have a more radical vision since it was never built for cars downtown
- 6. Carriages shouldn't be on Bayfront with the cars...Clock turnaround best spot, but horses can't stop on the surface at the stop sign
- 7. Could use solution on Nights of Lights for backups and better mobility - trolleys using both sides of garage and backups were all the way down Orange with people trying to get into garage

November 7, 2023

Chris Taylor – Chris Taylor’s Bike Taxi and Tours

Attendees: Lauren, Allison, and Chris

Business:

- Pedicab
- Operating Pedicabs since 2013 – longest in St. Augustine
- 2016 – Started own business
- Has business cards in over 400 businesses – gets most business from direct pickups from these locations
- Pedicabs often stage at St. George and Orange after 5PM once the last Old Town Trolley tour
- Other staging at taxi stand between White lion and no name bar

Comments:

1. Has not had many issues with city personally. He has a good relationship with staff and enforcement in downtown
2. Likes to be able to pick up and drop off at specific locations, such as restaurants
3. Does believe “soliciting” and sitting in certain locations can look bad
4. Thinks he would lose business if he was forced to pick up in specific locations
5. Believes the other companies coming into town for Nights of Lights can make others look bad if they don’t have insurance or permits or tour guide licenses – thinks they should all be held to a standard
6. Works in other cities and most insurance requirements are \$1MM – costs have increased significantly and one of the reasons is due to operators using Lithium Ion batteries that can catch on fire
 - a. Says industry is moving toward safer batteries that he uses already. “Lifepo 4 Battery”
 - b. They are more expensive, but safer and maybe they should be required?

Exhibit C

Proposed Recommendations Memo

“DRAFT”

DRAFT



MEMO

To: Reuben Franklin, PE - City of St. Augustine

From: Uyen Dang, PE - DDEC

CC: Lauren Rushing - NUE Urban Concepts, Jonathan Paul, AICP - NUE Urban Concepts, Allison Justice - DDEC

Date: January 8th, 2024

RE: Proposed Recommendations Memo for St. Augustine Mobility and Curb Management Plan

1.0 INTRODUCTION

The proposed recommendations for the St. Augustine Mobility and Curb Management Plan have been shaped through a thorough analysis of the existing conditions and a comprehensive issues assessment in the City of St. Augustine historic district. This dynamic area, renowned for its history, attractions, and businesses, has been grappling with mobility and curb-related challenges due to the City's popularity and growth. St. Augustine has grown dramatically in recent years, and its transportation network has evolved. Travel patterns and behaviors are shifting. Meantime, increased demand for curbside uses has resulted in the need for increased operations, management, enforcement, and competition for curb access. To achieve goals and support growth, the City requires a plan to better manage and prioritize how the curb is used.

Drawing on best practices (**Exhibit A**) this document outlines a well-rounded mobility and curb management plan that aims to deliver effective solutions. The plan includes strategies, tools, and recommendations to improve curb management in St. Augustine.

The curb management plan can help the City of St. Augustine achieve goals, particularly in the following areas:

- **Operations** – Current managerial practices regarding curbside operations are often handled ad hoc.
- **Permitting and Pricing** – Curbside demand management approaches and associated fee structures are inconsistent and inequitable across use cases.

DRAFT

- **Roles and Responsibilities** – Dedicated staff and funding sources for curb management.
- **Enforcement** – Streamline curbside enforcement.
- **Pilot Projects** – Pilot projects deliver new insights and practices that can be transitioned into permanent operational procedures.
- **Flexibility** – The City of St. Augustine has some curb practices in place now, but they are not applied as holistically and flexibly as they ideally could be.

2.0 STRATEGIC VISION

The St. Augustine Mobility and Curb Management Plan serves as the City's blueprint for managing curbside space within the City's historic district. With the ultimate vision of a thriving district and improved experience for residents, visitors, and business owners, the recommendations will position the City of St. Augustine as a leader in mobility and curb management. The Plan presents a comprehensive set of recommended strategies that reflect best practices and anticipate emerging opportunities that respond to St. Augustine's curb challenges and advance stakeholder-identified goals and priorities.

The Mobility and Curb Management Plan is intended to help the City with the following:

1. Plan for new and emerging mobility operators and support the growth of existing local mobility operator businesses in St. Augustine's historic district.
2. Address congestion through effective management of curbside space, and
3. Formalize an objective for tracking and evaluating curb usage within the district.

3.0 PLANNING CONTEXT

The recommendations expand upon the City's prior endeavors and are informed by a three-pronged approach to thoroughly understanding the planning context in St. Augustine:

- Review of previous plans, studies, policies, and public surveys
- Data collection and analysis of existing conditions
- Stakeholder interviews

The findings of this process are documented in detail in the **Existing Conditions Memo for the St. Augustine Mobility and Curb Management Plan**.

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4.0 CURB MANAGEMENT BEST PRACTICES

The Curb Management Best Practices Matrix (**Exhibit A**) serves as a foundational tool in the development of proposed recommendations for the City of St. Augustine Mobility and Curb Management Plan. This matrix compiles a comprehensive collection of industry-leading practices and strategies from various urban areas, offering insights into how cities have successfully tackled curb-related challenges. The document presents a set of curb management best practices, categorized into different areas such as curb regulations, storage, curb access features, sustainable and emerging mobility, and digital governance and policy. These practices include measures like streamlining curbside regulations, implementing dynamic pricing, and expanding commercial loading zones. The recommendations vary in terms of timelines, costs, and efforts, aiming to enhance the efficiency and effectiveness of curb management in the traffic engineering and transportation industry.

In summary, the best practice matrix covers the following:

- **Curb Regulations (RG):** practices that will allow the City of St. Augustine to evolve curbside space to match a changing development and mobility landscape.
- **Storage (ST):** the modernization of the City's existing approaches to parking management and operations, while accounting for accessibility and mobility functions.
- **Curb Access Features (AC):** Implementation of deliberate strategies accounting for a wide range of curbside access functions will result in safer and more efficient mobility.
- **Sustainable and Emerging Mobility (SE):** Curbside strategies can help further the transition toward sustainable travel patterns while providing a framework that accounts for future shared and automated mobility uses.
- **Digital Governance and Policy (DG):** The innovation and digitization, seen in the curbside environment, help provide the building blocks for a dedicated curb program and establish a framework that will catalyze new partnerships and technologies.

The next step is to formulate concrete near-term (1-3 years) and long-term (5+ years) recommendations for specific policies, programs, and projects geared toward optimizing curb management.

5.0 MOBILITY AND CURB MANAGEMENT PROPOSED RECOMMENDATIONS

This section outlines the proposed recommendations for the City of St. Augustine Mobility and Curb Management Plan, drawing upon a comprehensive analysis of existing conditions, industry best practices, and the unique demands of the downtown/historic district. These recommendations are strategically designed to address a range of key issues, including curb regulations, storage, curb access features, sustainable and emerging mobility, and digital governance and policy. Each recommendation is tailored to address specific challenges and

opportunities within the City's mobility landscape, aiming to optimize curbside space utilization, improve traffic flow, enhance public safety, and promote equitable access.

Curb policy recommendations are designed to bring structure to the organization of St. Augustine's mobility, to clarify how mobility should be regulated, and to manage or reduce congestion resulting from the popularity of the City. Proposed policies are based on data collection and analysis and are informed by a robust stakeholder engagement initiative, which included outreach to existing mobility operators.

Recommendation 1: Adopt a Tiered Franchise System

As a parallel effort under the scope of the Mobility and Curb Management Plan, the City is currently undergoing an update of the existing Chapter 14 Motor Vehicle Franchise Ordinance and Chapter 27 Vehicle for Hire Ordinance to develop a more structured and clear framework for licensing and operation of the City's private mobility operators. This update strives to address various issues and challenges identified by both the City and the mobility operators. The **Existing Conditions Memo for the St. Augustine Mobility and Curb Management Plan** and the **Summary of Stakeholder Engagement Memo** discuss these challenges in detail.

The updated ordinances will provide a clearer distinction between 1) a franchise operator - defined as operating a sightseeing motor vehicle and providing guided tours, and 2) a vehicle for hire - defined as a ride-hailing service that provides solely a form of transportation.

One of the significant issues facing the City currently is that many mobility operators who are licensed as a Vehicle for Hire are operating guided tours - a right that the City intends to reserve for Franchisees. To support these small, local businesses and to provide a path to franchising, the update to Chapter 14 will allow for three (3) franchise tiers. Different vehicle types, passenger seating maximums, insurance requirements, license fees, approval processes, and designated loading zones will distinguish each tier.

For the purpose of recommendations for the Mobility and Curb Management Plan, the draft proposed franchise tiers are defined below at the conceptual level. However, it should be noted that the details of the proposed franchise tiers are still being determined at the time of this memo and will need to undergo review by the public and the City Commission.

Tier 1 Franchisee

- Vests existing franchisees (Old Town Trolley and Ripley's Red Train)
- Large vehicles, trolleys
- 30+ passengers
- Highest insurance requirements and license fees
- Priority dedicated loading zones

The remainder of this page was left intentionally blank.

Tier 2 Franchisee

- Mid-size vehicles including buses
- 30 passenger maximum
- Dedicated loading zones

Tier 3 Franchisee

- Small vehicles including golf carts and low speed vehicles
- 14 passenger maximum
- Dedicated loading zones

Horse & Carriage

While Horse & Carriage businesses are required to be franchised, they will continue to be treated as a franchise category in themselves (not included in tiers) and the licensing and operation provisions will remain in Chapter 27 Vehicle for Hire.

Recommendation 2: Create a Communications Plan for Mobility Operators

To enhance communication and ensure transparency between the City and mobility operators, we propose the creation of a comprehensive Communications Plan. This plan should encompass several key components, including public information sessions to clarify ordinance updates following their adoption. Additionally, a dedicated webpage should be established, offering easy access to all pertinent ordinances, guidelines, and essential information needed by mobility operators.

To provide clarity on licensing requirements and regulations, a comprehensive brochure or toolkit should be created, summarizing key aspects. A designated point person or staff member, trained on the updated regulations, should be available to assist operators in achieving compliance and guiding them through the licensing and franchising processes. The City may also consider collaboration with the St. John's County Chamber of Commerce and Florida Small Business Development Center to help offer valuable support and resources to mobility operators as they navigate the regulatory landscape efficiently and effectively. By implementing these strategies within the Communications Plan, the City can promote better collaboration with mobility operators, encourage compliance, and ensure a well-informed relationship between all stakeholders involved.

Recommendation 3: Dedicated Loading Zones for Mobility Operators

Proposed curb policies include the establishment of dedicated loading zones (Exhibit B) for four classifications of mobility operators: 1) Franchise Operators - Tier 1, 2, 3 and Horse and Carriage (Exhibit C); 2) Ride Hailing (Exhibit D); 3) Transit (Exhibit E) and 4) Commercial Loading (Exhibit F). Loading zones provide dedicated curb access for vehicles to load and unload passengers and goods. They help to reduce double parking on congested or narrow streets and improve safety and reliability for all road users. The proposed loading zones are purposefully placed to ensure a certain level of traffic flow without impacting the most

congested and heaviest crash intersections. They are designed to shift longer-term parking toward the existing parking garage, reducing cruising and vehicle miles traveled in congested areas. They also maximize on-street parking to promote higher turnover for businesses such as stores and coffee shops.

A comprehensive matrix detailing the specific locations of loading zones in reference to their corresponding map locations can be found within the **Exhibit B - Designated Loading Zone Matrix**. The matrix provides a detailed overview of loading zone placements, offering a reference tool for understanding the precise allocation and distribution of these zones in relation to their geographical positions on the maps. A comprehensive map demonstrating curb policy recommendations is found in **Exhibit G - Curb Policy Proposed Recommendations Map**.

Recommendation 4: Centro Mobility Hub and Micromobility Hubs

The “Centro” Mobility Hub

It is recommended to develop and market the area encompassing the Cordova Street Loop, the Visitor Information Center, and the Parking Garage as a **central Mobility Hub** where residents and visitors to the City can go to access mobility services and information. In keeping with St. Augustine’s rich Spanish colonial history, the name “**Centro**”, meaning “hub” in Spanish, is recommended to brand the location as a future well-known destination in downtown St. Augustine.

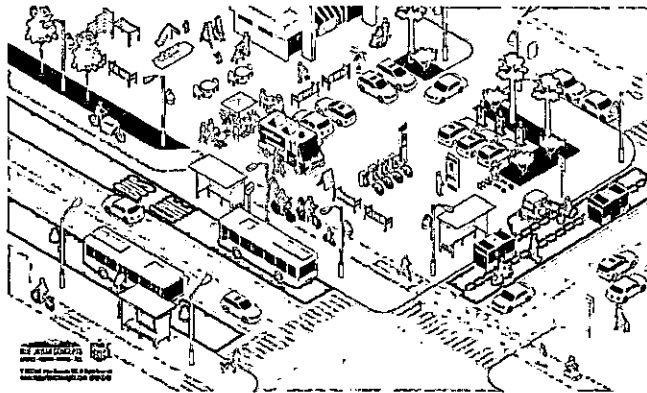


Image 1: Example Mobility Hub

The plan suggests a space allocation system (dedicated loading zones) for mobility operators, with priority given to Franchisees who will have dedicated spaces on the north side of the parking garage (Tier 1, Tier 2, and Horse & Carriage) and in the Cordova Street Loop near the shade structure (Tier 3). Designated areas for the STAR Circulator, are also given within the Cordova Street Loop (**Exhibit H**). Additionally, the plan proposes the establishment of shared pickup and drop-off locations for Ride Hailing services, including Vehicles for Hire, Transportation Network Companies (TNCs), and Taxis, at the Visitor Information Center (VIC)/ Cordova Street Loop situated at 10 S. Castillo Drive.

This location was chosen for its convenience and accessibility for both the operators and the public, as well as the VIC’s existing high visitor traffic. The proposed location of multiple types of transportation modes, concentrated in one central location naturally inspires the proposed policy establishing a **dedicated Mobility Hub for St. Augustine**. Offering a first and last-mile connection between the Centro and one’s origin/destination, the Centro can capitalize on the

concentration of transportation assets and VIC assets. It can also serve as a gathering place, connecting people to transportation, in a structured, organized, and safe manner.

Painted Curb Program

The recommendation involves the introduction of a **painting curb program** within the mobility hub framework, taking inspiration from the effective San Francisco Color Curb Program. This initiative aims to designate curb spaces using distinct colors to efficiently allocate areas for franchisees, Transportation Network Companies (TNCs), Vehicles for Hire, and other relevant mobility operators. By adopting this approach, the goal is to improve curb management, alleviate congestion, and offer clear guidance for various transportation services, ultimately contributing to a more organized and efficient mobility hub system.



*Image 2: Color Curb Program Green Zone
Source: San Francisco MTA*

MicroMobility Hubs



Image 3: Example Micromobility Hub in West Palm Beach

Micromobility hubs are envisioned as central focal points within the historic downtown district, designed to facilitate the use of micromobility devices such as bike share and e-scooters. These hubs aim to promote sustainable and convenient transportation options for residents and visitors alike. We propose three **micromobility hubs** on cross streets adjacent to St. George Street at **1) Treasury Street, 2) Hypolita Street, and 3) Cuna Street (Exhibit H)**. These strategic placements will ensure accessibility and ease of use, encouraging individuals to utilize these eco-friendly modes of transportation while navigating the downtown area efficiently and reducing environmental impacts.

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Recommendation 5: Optimizing St. Augustine's Curbside Permitting System

To optimize the utilization of curbside space in the City of St. Augustine and ensure efficient allocation, we recommend advancing the City's permitting system and procedural processes. This initiative is essential for improving curb management, promoting transparency, and enhancing the allocation of curbside space. Specifically, this optimization should be tailored to Vehicles for Hire, Taxis, and Commercial Loading, addressing their needs and requirements.

Implementation Steps:

- **Review and Update Procedures:** Conduct a comprehensive review of existing permitting procedures and identify areas for improvement, including digitization and automation where possible.
- **Digital Permitting:** Implement a digital permitting system that allows users to apply for, track, and manage curb permits online, reducing paperwork and wait times.
- **Transparency and Communication:** Improve communication with stakeholders by providing clear guidelines, requirements, and updates related to the permitting process. Created a dedicated information page within the City of St. Augustine website.
- **Performance Metrics:** Implement performance metrics and regular reporting to assess the effectiveness of the permitting system and identify areas for continuous improvement.

Recommendation 6: Curbside Enforcement and Compliance

For comprehensive curbside enforcement and compliance management in the City of St. Augustine, we recommend allocating additional resources specifically dedicated to this vital function. This proposition is designed to bolster the efficiency and effectiveness of enforcement, guaranteeing consistent adherence to curbside regulations. Additionally, we suggest appointing a parking enforcement officer who manages curb usage both during the day and at night to ensure round-the-clock compliance and enforcement efforts.

Implementation Steps:

- **Resource Allocation:** Allocate additional personnel and funding specifically for curbside enforcement within the City's budget. Begin with a daytime coordinator to ensure that franchise and vehicle for hire operators are operating at designated zones.
- **Training:** Provide training and education to enforcement personnel to ensure they are well-equipped to enforce regulations fairly and consistently.
- **Technology Integration:** Invest in modern enforcement technologies such as cameras and data analytics to improve efficiency and accuracy in enforcement.
- **Public Awareness:** Launch public awareness campaigns to educate residents and visitors about curbside regulations and the importance of compliance.

Recommendation 7: Establish a Smart Loading Zone Pilot Program

To improve curbside operations for franchisees and vehicle-for-hire operators while adhering to the City's permitted regulations, we recommend establishing a Smart Loading Zone Pilot Program on King Street and Cathedral Place from Cordova Street to Avenida Menendez. This program will use technology and data to optimize loading zones, ensuring efficient pick-up and drop-off processes for these operators. Leveraging curbsight camera smart technology will enable real-time allocation and monitoring of loading zones to meet the needs of operators.

Implementation Steps:

1. **Identify Mobility Operator-Specific Needs:** Work closely with franchise and vehicle for hire operators to understand their specific loading and unloading requirements.
2. **Technology Integration:** Implement smart sensor cameras in designated loading zones to monitor usage and occupancy.
3. **Dynamic Allocation Monitoring:** Develop a monitoring system that dynamically assigns loading zones based on real-time demand, operator schedules, and compliance with permitted regulations.
4. **Operator Engagement:** Provide operators with access to a dedicated platform for information on available loading zones and any relevant regulations.
5. **Enforcement and Compliance:** Ensure robust enforcement measures to maintain order and compliance within the Smart Loading Zone Program, with penalties for violations.
6. **Public Communication:** Launch communication campaigns to inform franchised and vehicle-for-hire operators, as well as the general public, about the benefits and guidelines of the program.

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Recommendation 8: Create a Mobility Signage Program

For a well-organized and efficient curbside system accommodating franchisees, ride hailing, public transit, the STAR Circulator, and commercial deliveries in downtown St. Augustine, a comprehensive Mobility Signage Program is proposed. This program will introduce custom signage to delineate specific areas for each operator group. Furthermore, the inclusion of QR codes on these signs is recommended to facilitate easy access to the Mobility Database (MODii). Residents and visitors can utilize these QR codes to curb policies specific to downtown St. Augustine, promoting user education and compliance with established regulations.



Image 4: Example Mobility Signage Program for St. Augustine

Implementation Steps:

- **Signage Development:** Collaboration with design professionals is advised to create customized mobility signage that unambiguously marks areas for franchise operators, vehicles for hire, the STAR Circulator, and commercial loading. The incorporation of QR codes on these signs enhances access to the MODii platform.
- **Location Identification:** Strategic placement of mobility signs with QR codes throughout downtown St. Augustine should be determined to optimize traffic flow and curb access.
- **Standardized Design:** Maintaining a consistent design language for mobility signage ensures easy recognition and differentiation from other signage in the area.
- **Visibility:** High visibility of signage and QR codes during both day and night should be ensured, utilizing reflective materials or suitable lighting as required.
- **Education:** Comprehensive operator education and training sessions should be conducted to acquaint operators with the new signage system. Residents and visitors should be encouraged to utilize QR codes for access to curb policy information.
- **Enforcement and Compliance:** Close collaboration with law enforcement and regulatory agencies is essential to enforce compliance with mobility signage regulations and curb management policies.

Recommendation 9: Improve Wayfinding Signage System

To enhance traffic flow and assist visitors in finding parking facilities, we recommend implementing directional wayfinding signage outside of St. Augustine's historic district. These signs will offer clear directions to the designated parking garage, guiding drivers straight to the facility and reducing congestion in the historic downtown area. Wayfinding design not only streamlines navigation but also enhances safety, promotes economic development, and fosters a stronger sense of place. To truly maximize the opportunities presented by the newly proposed mobility and curb management system, the following are recommended:

Pedestrian Signage

- Directional ground decals are proposed for the St. George Street Pedestrian Path to direct and orient pedestrians to St. Augustine's "Centro" Mobility Hub.
- Signage promoting and directing people to the St. George Street Pedestrian Path, and connecting people with the Mobility Hub, is also proposed.
- **Mobility Hub signage at the VIC**, including:
 - A fixed or mobile A-Frame sign promoting the Star Circulator.
 - A fixed trifold sign communicate the loading zones, City events, and activities, a map showing how to get to the destination, and the duration of the walk.



Image 5: Example A-Frame Pedestrian Wayfinding Sign

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Bicycle Signage

Bicyclist wayfinding signage serves as a vital navigational tool, offering clear and concise directions to cyclists. These signs are strategically placed throughout urban areas to facilitate safe and efficient cycling routes, reducing the risk of conflicts with motorized traffic. Bicycle signage should direct cyclists away from St. George Street and towards alternative routes for navigating the downtown historic district.



Image 6: Example Wayfinding Signage

Loading Zone Signage

- **Signage and specialty pavement markings are proposed to communicate the locations of loading zones** for the four classifications of curb users: 1) Franchise Operators (**Exhibit C**); 2) Ride Hailing (**Exhibit D**); 3) Transit (**Exhibit E**) and 4) Commercial Loading (**Exhibit F**).

PARKING SCHEDULE			
	M-F	SAT	SUN
7 AM			
10 AM	LOADING	LOADING	LOADING
4 PM			
7 PM	LOADING		
			

Image 7:
Example Loading Zone

Directional Signage

- For motorists, **directional wayfinding signage, located outside the downtown/historic district**, is proposed to direct vehicles to the parking garage. This will improve navigability, reduce vehicle cruising for on-street parking, and direct future garage parkers along the periphery of the downtown, thereby reducing congestion within the downtown.

Transit Signage

- For public transit riders, **digital signage is proposed for the St. Johns County Sunshine Bus stops and Star Circulator** at the “Centro” Mobility Hub. Digital signs can provide commuters with bus schedules and arrival times and alert them to the arrival of the next bus. These signs can also inform the public about temporary delays, changes to bus schedule times, and the weather. This information helps passengers better plan their day and transportation routes.



Image 8: Example Bus Countdown Display

Implementation Steps

- **Signage Design:** Collaborate with signage experts to design directional wayfinding signs that indicate the route to the parking garage.
- **Location Identification:** Determine strategic locations outside downtown, such as major entry points, highways, or key intersections, where these signs should be placed for maximum visibility.
- **Standardization:** Maintain a standardized design language for directional wayfinding signs to ensure consistency and clarity.
- **Visibility:** Ensure high visibility of signage during both day and night, employing reflective materials or appropriate lighting.
- **Education:** Promote awareness of the designated route to the parking garage through informational campaigns and digital channels.

Recommendation 10: Create a Mobility and Parking Communications Strategy for Events

To ensure effective communication and information dissemination, especially during large events, we recommend the development of a comprehensive marketing and communications strategy titled **"Know Before You Go."** This strategy should focus on providing essential parking information to residents and visitors through various channels, including newsletters and social media, to enhance their event experience and facilitate smooth parking access. By implementing this strategy, there is a dual purpose of diverting traffic and promoting the event adding to a more connected and vibrant downtown.

Implementation Steps:

- **Strategy Development:** Create a detailed "Know Before You Go" marketing and communications strategy that outlines objectives, target audiences, messaging, and channel selection.
- **Content Creation:** Develop informative and engaging content that includes event-specific parking details, maps, alternative transportation options, and any relevant updates or changes.
- **Newsletter:** Establish a dedicated newsletter channel to regularly communicate parking information leading up to and during large events. Encourage sign-ups from residents and visitors.
- **Social Media:** Leverage social media platforms to share timely updates, parking tips, and real-time information during events. Utilize event-specific hashtags and engage with users to answer questions and provide assistance.
- **Website Integration:** Ensure that the official City website prominently features the "Know Before You Go" parking information, making it easily accessible to online users. This strategy should be designed to provide crucial parking information to both residents and visitors through a variety of channels. The primary goal is to enhance their overall event experience by facilitating seamless access to parking facilities and minimizing parking-related challenges.
 - **Small Events:** For smaller-scale events, the strategy can focus on concise and localized messaging through channels such as social media updates and community newsletters. The key is to ensure that attendees are well-informed about parking options, restrictions, and any event-specific parking considerations.
 - **Medium Events:** Medium-sized events may benefit from a more extensive communications approach. In addition to social media and newsletters, consider the use of event-specific Variable Message Signs (VMS) and announcements at key access points. This approach ensures that attendees receive clear parking guidance as they approach the event area.

- **Large Events:** For larger events, a comprehensive communications strategy becomes essential. This could include a dedicated event website or app featuring real-time parking availability, detailed parking maps, and transportation alternatives like shuttles or ridesharing services. Timely email notifications and SMS alerts can keep attendees informed about parking conditions and help manage traffic flow effectively.
- **Collaboration:** Collaborate with event organizers, local businesses, and transportation partners to coordinate and share messaging and ensure consistent parking.

Recommendation 11: Historic Downtown Loop

The Historic Downtown Loop (**Exhibit H**) consists of recommendations for short-term interventions to improve both vehicle and multimodal traffic flow on the periphery of the historic district and to provide dedicated transit infrastructure. These short term interventions serve as quick-build stepping stones to long-term, permanent improvements that will reimagine the peripheral corridors to address congestion, accommodate multimodal travel, and enhance the urban experience in the historic district. A unique short-term intervention (Phase 1) and permanent improvement (Phase 2) is recommended for each corridor based on its land use context and traffic characteristics.

The long-term, permanent recommendation would implement a one-way transit loop with a 5-minute headway, connecting the existing parking garage and Visitor Information Center (VIC) with the rest of the historic district. This proposed loop would provide one-way traffic flow for vehicles consisting of a northbound route along Cordova Street, an eastbound route on Orange St., a southbound route along San Marco Avenue/ Avenida Menendez/SR A1A, followed by a westbound course on Cathedral Place.

Cordova Street: Cathedral Pl. to Orange St.

Phase 1: Speed Limit Reduction to 15 MPH & Pavement Markings (Shared Street)

The short-term intervention for Cordova St should consist of a speed limit reduction to 15 MPH to enhance safety and create a more welcoming traffic environment for multimodal travel. The speed limit reduction should be accompanied by pavement markings that communicate the lane is shared with transit, bicycles, micromobility, and golf carts. In Phase 1, Cordova St. will remain open to two-way traffic.

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Phase 2: Convert to Curbless Shared Street & One-Way Vehicle/Transit Traffic

The long-term improvement on Cordova St. would convert the existing street into a curbless shared street with one-way northbound access for motor vehicles and transit.

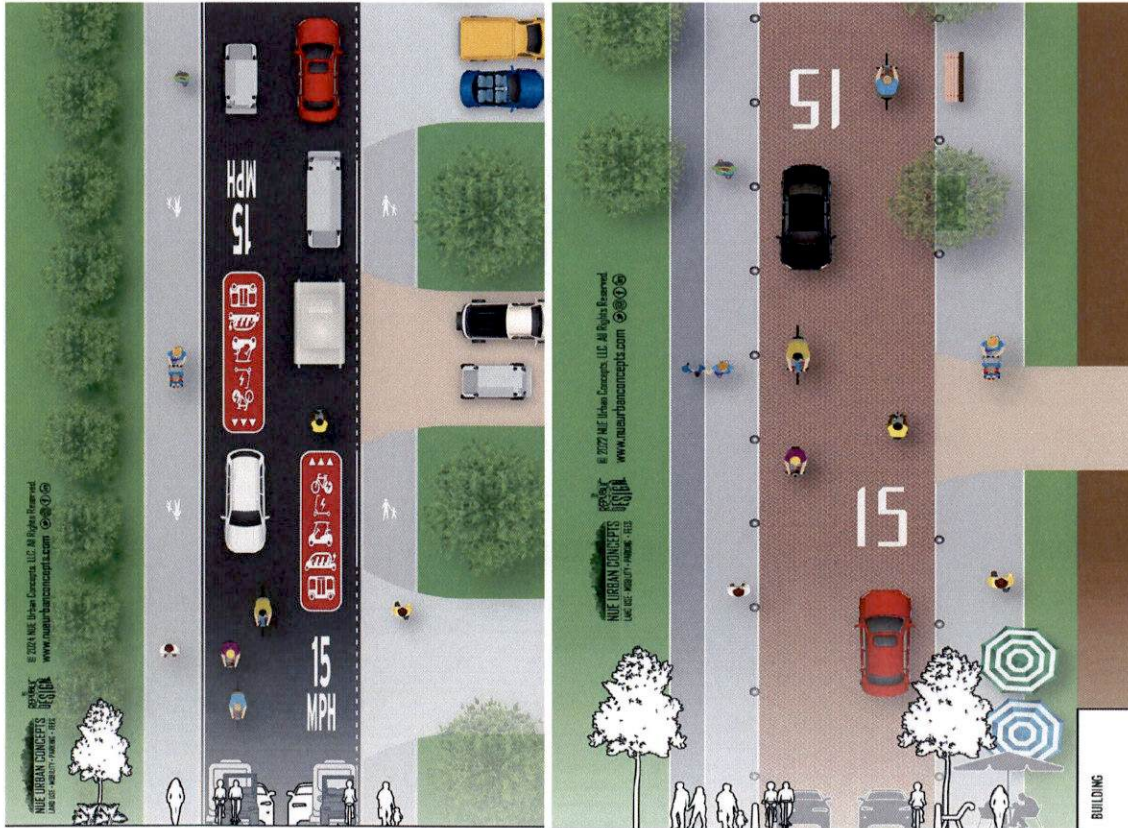


Image 9: Example Shared Street (Phase 1)

Image 10: Example Curbless Shared Street (Phase 2)

Orange Street: Cordova St. to SR A1A

Phase 1: Speed Limit Reduction to 15 MPH & Pavement Markings (Shared Street)

The short-term intervention for Orange St should consist of a speed limit reduction to 15 MPH to enhance safety and create a more welcoming traffic environment for multimodal travel. The speed limit reduction should be accompanied by pavement markings that communicate the lane is shared with transit, bicycles, micromobility, and golf carts.

Phase 2: Convert to Curbless Shared Street & One-Way Vehicle/Transit Traffic

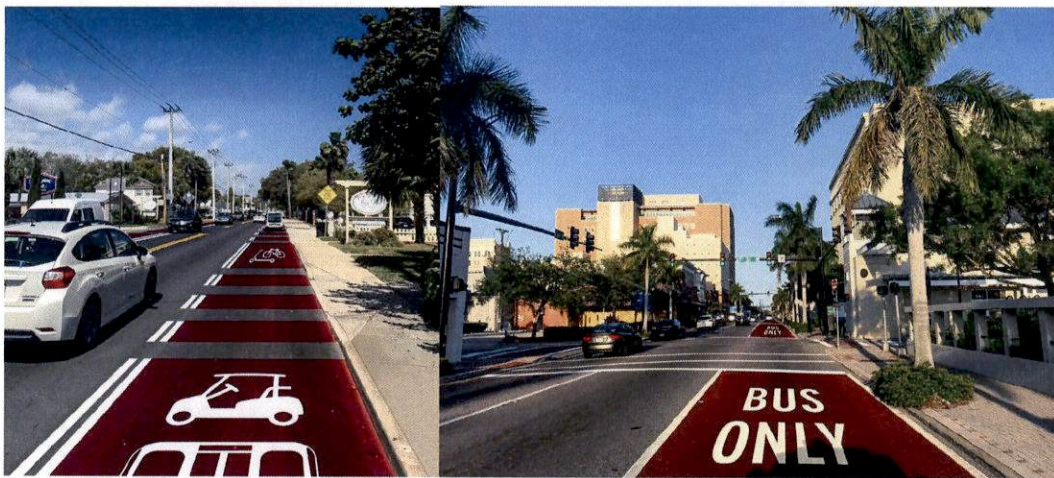
The long-term improvement on Orange St. would convert the existing street into a curbless shared street with one-way eastbound access for motor vehicles and transit.

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San Marco Avenue/Avenida Menedez/SR A1A: Orange St. to Cathedral Pl.

Phase 1: Low Speed Mobility / Right Turn Only Lane (Southbound)

The short-term intervention for San Marco Ave involves the conversion of the southbound outside travel lane to a dedicated low speed mobility lane between Orange St. and Cathedral Pl. The Low Speed Mobility Lane would provide dedicated infrastructure for transit and could also be used by other low-speed modes of travel such as bicycles, scooters, pedicabs, and golf carts. The Low Speed Mobility Lane would allow motor vehicles only for use as a "right turn only" lane. This measure aims to improve the functionality of the Star Circulator and provide safe infrastructure for alternative modes of travel. To ensure the success of these changes, it is essential to remove all metered parking along the corridor. These comprehensive measures are designed to optimize traffic flow, increase accessibility, and provide a safer and more efficient transportation environment for all modes of travel.



Example: Low Speed Mobility Lane or Transit Lane

Phase 2: Reimagine & Repurpose A1A Study

Long-term it is recommended that the City engage in a corridor study to explore how San Marco Avenue/Avenida Menedez/SR A1A can be reimaged and repurposed along the bayfront to improve traffic flow, accommodate more people, provide safe multimodal infrastructure, and contribute to an improved urban environment and aesthetic for the historic district.

Implementation Steps:

- **Corridor Study:** Begin by thoroughly assessing the project corridor, considering traffic patterns, land use context, safety issues, and community needs. Develop a conceptual design for the project, incorporating the findings including undergrounding of existing utilities from the corridor assessment and addressing mobility challenges effectively. Develop a communications plan for public buy-ins. Create a detailed project plan that outlines tasks, timelines, and responsibilities, ensuring a clear roadmap for implementation.

- **Preliminary Engineering and Grant Funding Acquisition:** Engage in preliminary engineering activities, including the creation of comprehensive design plans and specifications. Identify and apply for grant opportunities to supplement the project's design and construction phases, securing additional financial support.
- **Bidability Design and Permitting Preparation:** Prepare all necessary designs, permits, and approvals required for the project, ensuring compliance with regulatory standards.
- **Construction Phase:** Begin the construction phase as per the approved plans, closely monitoring progress and quality assurance to adhere to grant requirements.

Cathedral Place: SR A1A to Cordova St.

Phase 1: Repurpose Parking for Loading Zones & Parklet and Add Low Speed Mobility / Right Turn Only Lane (Westbound)

It is recommended that a portion of the existing parking on Cathedral Place between Cordova St. and the Cathedral Place Parking Lot be repurposed to accommodate a new loading zone for Vehicles for Hire (**Exhibit D**). In addition, because gathering of idling pedestrians is anticipated at the Franchise Tier 1 loading zone at Cathedral Place east of St. George Street, **a parklet is proposed** for this location. A Parklet is a sidewalk extension that provides more space and amenities for people using the street. They are public places for passersby to relax and enjoy the atmosphere of the city around them. Sometimes parklets are utilized to extend the dining space of restaurants. This proposed Parklet would be approximately 50-linear feet from the existing crosswalk. For St. Augustine, the Parklet would convert designated on-street parking spaces into a dedicated seating area for waiting passengers to enhance their comfort and safety. The Parklet would effectively reduce the distance for pedestrians in the crosswalk, an added safety benefit.



Example: Parklet in Mexico City

Implementation Steps:

- **Short-Term Implementation** (Tactical Urbanism using Flex Post Delineators, Planters, and Best Practices): Begin by assessing and measuring the Parklet location, engaging with the community for input, and designing a temporary Parklet. Obtain the required permits and approvals, then install flex post delineators and planters accordingly. Monitor the Parklet's usage and make any necessary adjustments to ensure it functions effectively.
- **Mid-Term Implementation** (Building a Permanent Parklet): Develop a detailed design for the permanent Parklet, select qualified vendors and contractors, and secure all required

permits and regulatory approvals. Proceed with the construction of the permanent Parklet, including the installation of furniture and amenities. Finally, mark the completion with a celebratory opening event, inviting the community to enjoy the space.

In addition, exactly as recommended on San Marco Ave, we recommend converting the outside lane (north lane) on Cathedral Place to a Low Speed Mobility Lane / Right Turn Only Lane that would provide dedicated infrastructure for transit and could also be used by other low-speed modes of travel such as bicycles, scooters, pedicabs, and golf carts (**Exhibit H**).

Phase 2: Curbless Shared Street

Long-term, the City should consider converting Cathedral Place into a curbless shared street. This conversion would create more space for people in a popular area by expanding the public space of the Plaza de la Constitucion, while still allowing slow moving vehicles and alternative mobility modes to navigate the street. A shared-street would also free up more space to expand the pedestrian frontage zone to accommodate street/cafe furniture, expanded loading zones, or incorporate a mobility hub with shared mobility. The City will need to collaborate with urban planners to create a conceptual design for the shared street, including retractable bollards. Retractable bollards allow for flexible use of the street space, ensuring they function reliably, and ultimately enhancing the area's functionality and safety for pedestrians and vehicles alike.

5.0 FUNDING

A curb pricing framework outlines opportunities for using pricing to manage curbside demands, improve compliance and enforcement practices, and deliver financial resources to support a sustainable curb and parking management program. St. Augustine has a finite supply of curb space in commercial areas. If curbs or parking in busy areas are left unmanaged, demand can quickly exceed the supply of curb space, making it hard for people to find open or available space and causing inefficiencies in the roadway system.

Although there are three strategies or tools to manage demand for the curb (time limits, use limits, and pricing), curb pricing is widely regarded as the best tool for managing demand. As the St. Augustine historic district continues to grow, increased density will heighten competition for the limited parking supply. This, in turn, will intensify pressures along the curb. Revenues from a curb pricing program would help improve curbside enforcement activities and be reinvested into the community, improving mobility operation and livability within the district.

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As St. Augustine explores implementation strategies for curb pricing, it should center on the following principles:

- Curb pricing rates should be established to achieve target parking occupancy goals.
- Curb pricing should support efficient enforcement structures, ensure optimized mobility operations, and contribute toward streetside amenities.
- Curb pricing should be easily communicated to and understood by the public.
- Curb permitting structures should be simple and transparent.
- Curb pricing structures should include strategies to ensure equitable outcomes.
- Curb pricing should achieve City goals and policies.

Based on the aforementioned principles, the City should explore the following curb pricing opportunities:

- Exploring strategies to charge for specific load and unload activities.
- Revisiting existing curb use lease fee permit structures.
- Formalizing micromobility permit structures.
- Creating permanent parklet and street dining permit programs.

Pricing is a direct and efficient way to manage demand for a scarce resource. It is also flexible and precise, as prices are easy to adjust over time as circumstances change, whereas time limits and permits are relatively blunt and inflexible tools. Revenues generated from pricing can be reinvested in the community to advance curb management and broader City goals.

5.0 NEXT STEPS

Implementation of the St. Augustine Mobility and Curb Management Plan will require dedicated funding and staffing resources to realize. As St. Augustine considers the curb management recommendations toward implementation of the plan, the following recommendations can offer broad guidance over time. Action-oriented next steps communicate the recommendations and the factors that can contribute to the decision-making process and create a foundational body of work to build upon as implementation and monitoring progress.

Pilot Mobility Loading Zones

To conduct a pilot program for Mobility Loading Zones, we propose a thoughtful approach that involves identifying precise locations for observation, designating separate spaces for franchisees, vehicles for hire, buses, horse and carriage, and the STAR circulator, and creating an informative pamphlet, named the "St. Augustine Mobility Passport," featuring all mobility operators in the City of St. Augustine. This pilot initiative will be instrumental in shaping the future of loading zones, allowing for flexibility in space relocation as necessary and monitoring the effectiveness of each designated zone. The City should collaborate closely with stakeholders to ensure their valuable feedback is integrated into the program's success.

Implementation Steps:

- **Location Identification:** Carefully identify and mark specific locations for the pilot Mobility Loading Zones, taking into account operator requirements and regulatory guidelines.
- **Separate Zones:** Designate distinct zones for franchisees and the STAR circulator, each with its signage, location, and clear demarcation.
- **Mobility Passport:** Develop the "Mobility Passport" booklet, featuring information on all mobility operators within St. Augustine, with a catchy and memorable name. This information can later be incorporated into a permanent webpage as part of the Marketing and Communications Plan.
- **Pilot Evaluation:** Monitor the performance and effectiveness of each loading zone throughout the pilot phase, making adjustments as needed.
- **Stakeholder Engagement:** Actively engage with stakeholders, including operators and the community, to gather feedback and insights, ensuring their input is integral to the program's success.

Exhibits

- Exhibit A: Curb Management Best Practices Matrix
- Exhibit B: Curb Policy Proposed Recommendations: Dedicated Loading Zones Matrix
- Exhibit C: Curb Policy Proposed Recommendations: Franchise
- Exhibit D: Curb Policy Proposed Recommendations: Vehicles for Hire
- Exhibit E: Curb Policy Proposed Recommendations: Transit
- Exhibit F: Curb Policy Proposed Recommendations: Commercial Loading
- Exhibit G: Curb Policy Proposed Recommendations Map
- Exhibit H: Curb Policy Proposed Recommendations: Mobility

Exhibit A: Curb Management Best Practices								
Code	Measure	Description	Near Term (1-3 years)	Medium Term (3-5 years)	Long Term (5-10 years)	Cost	Impact	Effort
RG.1	Curb Regulations	Streamline digitized curbside regulations with dynamic pricing and commercial loading zones for franchised/vehicles for hire operators.		X		\$	High	High
RG.2	Curb Regulations	Add resources for curbside enforcement and compliance.	X			\$	High	High
RG.3	Curb Regulations	Establish or advance a permitting system and procedural processes to optimize curb use for franchised and vehicles for hire operators.		X		\$	Medium	High
RG.4	Curb Regulations	Update changes to the language in zoning code and land development regulations to better support commercial operations within the curbside.	X			\$	Medium	Medium
ST.1	Storage	Perform an implementation study for dynamic pricing and commercial loading zones and update on-street parking procedures.	X			\$	High	High
ST.2	Storage	Refine and scale residential parking programs.		X		\$	Medium	Medium
ST.3	Storage	Build and expand accessible parking (ADA) inventory	X			\$	Medium	Medium
ST.4	Storage	Create program to allow for car sharing.		X		\$	Low	Medium
AC.1	Curb Access Features	Create more loading zones for franchised and vehicles for hire operators.	X			\$	High	Low
AC.2	Curb Access Features	Expand and relocate conventional commercial loading zones.	X			\$	High	Medium
AC.3	Curb Access Features	Establish a smart loading zone program for commercial loading for franchised/vehicles for hire operators			X	\$	Medium	High
AC.4	Curb Access Features	Create a transit shelter and shared stop program.	X			\$	Medium	Medium
SE.1	Sustainable and Emerging Mobility	Deploy public charging infrastructure to promote equitable electric mobility.			X	\$\$\$	Low	High
SE.2	Sustainable and Emerging Mobility	Develop a mobility hub strategy.		X		\$	Medium	Medium
SE.3	Sustainable and Emerging Mobility	Proactively evaluate current and future curb policies and tools to manage automated mobility services.			X	\$	Medium	Low
SE.4	Sustainable and Emerging Mobility	Create a Transportation Demand Management (TDM) Plan to manage curb demands		X		\$	Medium	Medium
DG.1	Digital Governance and Policy	Maintain, update and share a curb asset information database.		X		\$	Medium	Medium
DG.2	Digital Governance and Policy	Automate enforcement and pricing processes to enhance efficiency and accuracy in managing curbside regulations.	X			\$	High	Medium
DG.3	Digital Governance and Policy	Create and maintain digital policy expressions and management tools.		X		\$	Medium	Medium

Source: DDEC, LLC

1/8/2024

Exhibit B: Designated Loading Zones Matrix									
Reference ID	Location	Tier 1 Franchise	Tier 2 Franchise	Tier 3 Franchise	Horse & Carriage	Ride Hailing (Vehicles for Hire, TNCs, Taxis)	Transit (Sunshine Bus Company)	Star Circular	Commercial Loading (Fedex, UPS, Cheney Brothers, Grubhub, etc.)
1	North Visitor Information Center (VIC)	X	X		X		X		X
2	Cordova Street, at the Visitor Information Center (VIC), 10 S Castillo Dr.			X		X		X	
3	Orange Street between St. George Street to S Castillo Drive/A1A	X							
4	S Castillo Drive/A1A between Charlotte Street and Orange Streets (at No Name Bar)	X							
5	S Castillo Drive/A1A at Cuna Street							X	
6	East side of S Castillo Drive/A1A, between Treasury and Cuna Street				X	X			
7	West side of S Castillo Drive/A1A, between Treasury Street and Hypolita Street								X
8	Anderson Circle					X			
9	East Ponce De Leon Circle								X
10	Cathedral Drive at St. George Street	X							
11	Charlotte Street, between King Street and Cathedral Drive	X							
12	South side of King Street between Cordova Street to St. George Street								X
13	North side Cathedral Place between Cordova Street and St. George Street					X		X	
14	Charlotte Street between Hypolita Street and Cuna Street								X
15	Spanish Street between Cuna Street and Tolomata Lane								X

Source: DDEC, LLC

1/8/2024

Exhibit C: Curb Policy Proposed Recommendations: Franchise

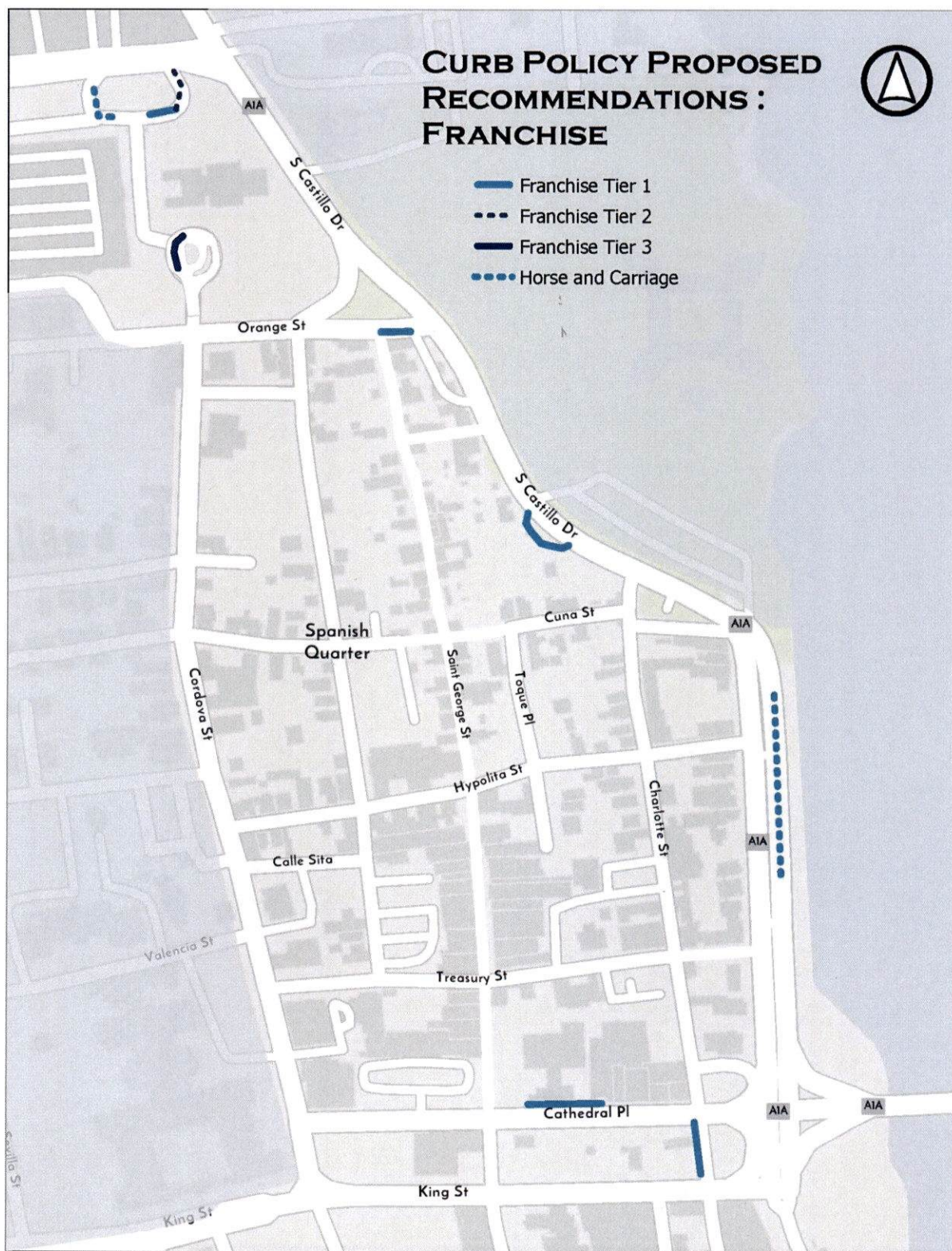


Exhibit D: Curb Policy Proposed Recommendations: Vehicles for Hire

Exhibit E: Curb Policy Proposed Recommendations: Transit

Exhibit F: Curb Policy Proposed Recommendations: Commercial Loading



Exhibit G: Curb Policy Proposed Recommendations Map



Exhibit H: Curb Policy Proposed Recommendations: Mobility



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice-Mayor and City Commissioners

DATE: April 14, 2025

RE: **Discussion Item – Review of Public Art Installation**

During the March 24, 2025 City Commission meeting, Commissioner Garris discussed moving the public art installation from the May Street/San Marco Avenue roundabout to the city owned vacant property on the east end of May Street at Hospital Creek. The city's contract with the artist allows the city to move the art installation (Section 5 – Installation of Artwork).

The public art project was approved by the City Commission on August 26, 2024. The project schedule is split into five milestones. The milestones are as follows:

1. Contract Execution (Completed) - \$50,000
2. Design Development (Completed) - \$37,500
3. Construction Documents/Fabrication Kick-off - \$100,000
4. 50% Fabrication/Installation Mobilization - \$50,000
5. Completion and Acceptance - \$12,500

Total Cost - \$250,000

Completed Milestones - \$87,500

Remaining Budget - \$162,500

I have included a copy of the contract as well as design information regarding the artwork and the site plan showing the proposed location of the artwork at the roundabout. The artwork is approximately 38 feet in length and 35 feet in width. An artwork of this size can be accommodated on the city's property at the east end of May Street, however, the process of determining the use of that property and the design of public space on that property has not been done.

Options

1. Install the public artwork at the May Street/San Marco Avenue roundabout as planned.
2. Install the public artwork at the city owned vacant land on the east side of May Street. The installation of the artwork on this property should include an initiative to design this public space.
3. Install the public artwork on another city owned park.
4. Cancel the contract for this public artwork.

David Birchim
City Manager

Project: Groundswell– Milestone 2

3/31/25



Florida Department of Transportation Community Aesthetic Feature
Conceptual Design Proposal
City of St. Augustine, FL

Pages 1-4 Renderings of Conceptual Design Proposal

Page 5- Updated Schedule

Page 6- Updated Budget

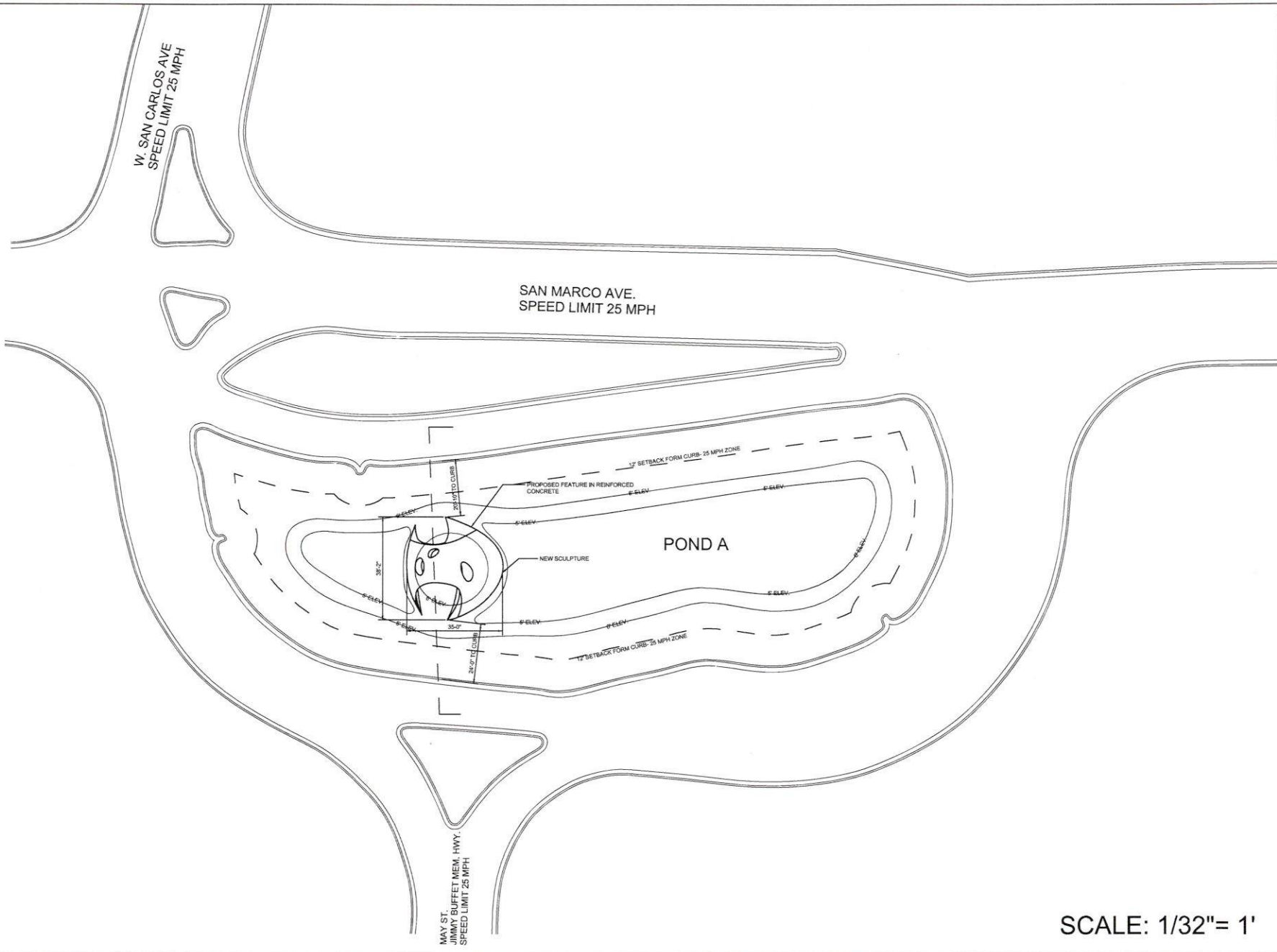
Site Drawings attached



Rendering of Groundswell- See site plan for specific locaiton



Rendering of Groundswell- See site plan for specific locaiton



depeña studio

PROJECT
GROUNDSWELL

CLIENT
CITY OF
ST. AUGUSTINE

LOCATION
MAY ST. AND
SAN MARCO AVE.

PROJECT PHASE
CONCEPTUAL
DRAWING

STRUCTURAL ENGINEER
RBHU

REVISIONS

DATE:
03.07.2025

SHEET TITLE:
SITE PLAN

SHEET:
1.00

SCALE: 1/32"= 1'

PROJECT
GROUNDSWELL

CLIENT
CITY OF
ST. AUGUSTINE

LOCATION
MAY ST. AND
SAN MARCO AVE.

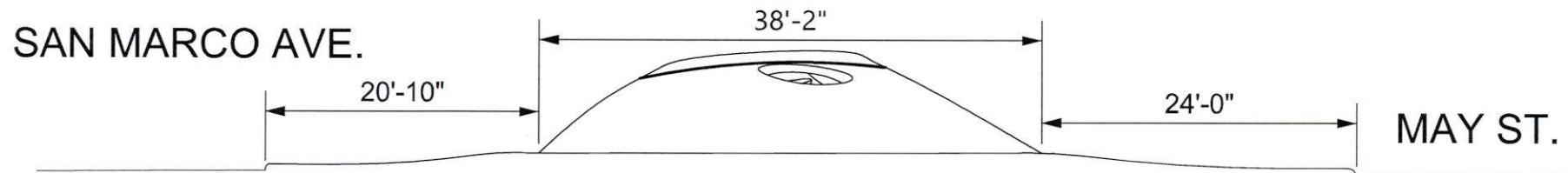
PROJECT PHASE
CONCEPTUAL
DRAWING

STRUCTURAL ENGINEER
RBHU

REVISIONS

DATE:
03.07.2025
SHEET TITLE:
SITE SECTION
SHEET:

1.01



SCALE: 1/8"= 1'

PROJECT
GROUNDSWELL

CLIENT
CITY OF
ST. AUGUSTINE

LOCATION
MAY ST. AND
SAN MARCO AVE.

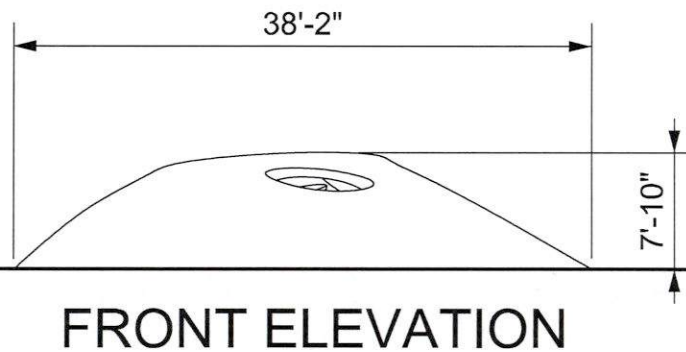
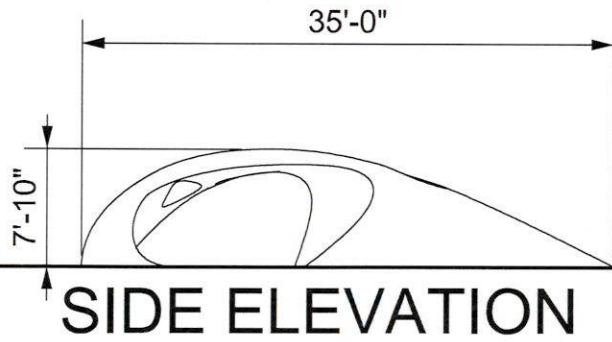
PROJECT PHASE
CONCEPTUAL
DRAWING

STRUCTURAL ENGINEER
RBHU

REVISIONS

DATE:
03.07.2025
SHEET TITLE:
ELEVATIONS
SHEET:

1.02



SCALE: 1/8" = 1'

City Owned Vacant Lot on May Street/Hospital Creek



Overview



Legend

□ Parcels

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: 4/2/2025

Last Data Uploaded: 4/2/2025 12:15:27 AM

Developed by  **SCHNEIDER**
GEOSPATIAL

COMMISSIONED ARTWORK AGREEMENT

THIS AGREEMENT is entered into on Nov. 22, 2024 by and between CITY OF ST. AUGUSTINE, a municipal corporation organized under the laws of the State of Florida ("CITY"), and Airboat, INC dba Depeña Studio ("ARTIST") located at 804 Atando Avenue, Charlotte, North Carolina 28206.

WHEREAS, ARTIST has been commissioned to create an original work of art pursuant to RFQ No. 24026 for the CITY (hereinafter the "Artwork", and as described and defined in **EXHIBIT A** in a public space located at the roundabout at the intersection of San Marco Avenue and May Street St. Augustine, Florida, Florida 32084 (hereinafter "Site"); and

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

WHEREAS, the ARTIST and the CITY wish to perform under the terms and conditions of this Agreement to complete the project (the "Project").

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

1. TERMS OF AGREEMENT

II. Duration

This Agreement shall be effective on the date that it has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall remain in effect until the CITY receives title to the Artwork ("Termination Date").

III. Force Majeure

The CITY shall grant to the ARTIST a reasonable extension of time in the event of a Force Majeure Event. As used herein, a "Force Majeure Event" shall include governmental moratorium or unavailability of essential supplies or utilities (e.g. power or water) through no fault of ARTIST, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for delay in performance that is an actual and direct result of such Force Majeure Event. In the event that ARTIST claims a delay for a Force Majeure Event, ARTIST must make a claim for an extension in writing to CITY within five (5) business days after the occurrence of a Force Majeure Event for which such claim is being made.

2. SCOPE OF SERVICES

I. ARTIST's Obligations

- A. The ARTIST shall perform all services and furnish all supplies, material and/or work equipment as necessary for the design, fabrication, transportation, and installation of the Artwork. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
- B. The ARTIST shall determine the artistic expression, design, dimensions, and materials of the Artwork, subject to review and acceptance by the CITY, as set forth in this Agreement.
- C. The ARTIST shall prepare the final design concept described in Section 2.3 of this Agreement.

- D. The ARTIST shall complete the fabrication, transportation, and installation of the Artwork by the scheduled dates as provided in the Proposed Schedule/Time Frame included in **EXHIBIT E**.
- E. The ARTIST shall arrange for the transportation and installation of the Artwork in coordination with the CITY. If the ARTIST does not install the Artwork himself, the ARTIST shall supervise and approve the installation. Prior to the installation of the Artwork, the ARTIST shall inspect the site to ensure that it is ready to accept the Artwork and compliant with the specifications provided by the ARTIST. The ARTIST shall notify the CITY of any perceived conflict, defect or non-compliance with specifications.
- F. The ARTIST shall provide required insurance in amounts and limits specified in Article 10 and **EXHIBIT D**.
- G. The ARTIST shall inform the CITY of the progress of each phase of work completed under the Agreement in the form of photographic documentation and written description as indicated in **EXHIBIT B**.

II. CITY's Obligations

- A. The CITY shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
- B. The CITY shall assign an informed person ("Art Liaison") to work with the ARTIST on the Project.

III. Design

A. Concept/Schematic

The ARTIST submitted a design concept/schematic (the "Design") which was selected and approved by the CITY, consisting of colored drawings or computer-generated color images (in plan and elevation) and/or 3-dimensional models that accurately reflect the Artwork and how it will be installed at the Site, mock-ups, color and materials samples, and proposed fabrication methods. The Design is attached to this Agreement as **EXHIBIT A**.

B. Approval

Within forty-five (45) days after the execution of this Agreement, the CITY shall notify the ARTIST if CITY requires any revisions to the Design to comply with any applicable laws, ordinances and/or regulations or for other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the Design.

C. Final Design/Construction Documents

Upon approval of the Design by CITY, ARTIST is authorized to proceed with the final design which shall include the following:

1. any amended versions of drawings, renderings, maquettes, plans, or finish samples included in the Preliminary Design; and
2. engineered drawings of the Artwork's structural components, fabrication, and installation methods, which must be signed and sealed by a Florida licensed design engineer;
3. design meets Florida Department of Transportation (FDOT) requirements;
4. obtain approval from the CITY'S Corridor Review Committee; and
5. detailed drawings, plans and/or written descriptions of all work to be done on or to the Site by CITY before and after installation of the Artwork including, but not limited to initial surveying, leveling, landscaping, forming and pouring of concrete slabs, preparation of pedestal, walls, electrical and plumbing sources, and finish landscaping/integration (the "Final Design").

IV. Budget and Payment Schedule

A. Budget

1. The ARTIST shall prepare a budget, which shall include all goods, services, and materials with such costs itemized. The budget is attached hereto as **EXHIBIT C**.

2. If the ARTIST incurs costs in excess of the amount listed in the budget, the ARTIST shall pay such excess from the ARTIST's own funds unless the ARTIST obtains approval in writing for such additional costs from the CITY.
- B. Payment Schedule
 1. ARTIST's completion milestones and payment schedule is as set forth in **EXHIBIT B**.

V. Fabrication and Installation

- A. The ARTIST shall fabricate and install the Artwork in substantial conformity with the Design. The ARTIST may not substantially deviate from the Design without written approval of the CITY.
- B. The ARTIST shall provide at least ten (10) days' notice to the CITY, in writing, when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site.
- C. The CITY shall promptly notify the ARTIST of any delays impacting installation of the Artwork.
- D. The ARTIST shall inspect the Site at least ten (10) days prior to, but no greater than thirty (30) days prior to, the transportation and installation of the Artwork and shall notify the CITY, within two (2) business days of any adverse Site conditions that will impact the installation of the Artwork, and which are in need of correction. Failure to inspect the site by the ARTIST shall be deemed as an acceptance of the Site conditions.
- E. The ARTIST shall deliver and install the Artwork to the Site in accordance with the Proposed Schedule/Timeframe included in **EXHIBIT E**.
- F. The ARTIST shall be present to supervise the installation of the Artwork.
- G. Upon completion of the installation of the Artwork, the ARTIST shall provide the CITY with an executed Waiver of Artist's Rights, attached as **EXHIBIT G** and incorporated herein, and the CITY assumes responsibility for the Artwork.
- H. Upon completion of the installation of the Artwork, the ARTIST shall provide the CITY with the Art Condition Report, **EXHIBIT H**, and written instructions for the future maintenance and preservation of the Artwork that is approved by the CITY and FDOT.
- I. Notwithstanding anything to the contrary, ARTIST may not install the Artwork until receipt of written authorization by the CITY.

3. **ARTIST'S REPRESENTATIONS AND WARRANTIES**

I. Warranties of Title

The ARTIST represents and warrants that:

- A. the Artwork is solely the result of the artistic effort of the ARTIST;
- B. except as otherwise disclosed in writing to the CITY, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- C. the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- D. the ARTIST has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Artwork, or any element thereof, or any copyright related thereto, which may affect or impair the rights granted pursuant to this Agreement;
- E. the Artwork is free and clear of any liens from any source whatsoever;
- F. all Artwork created by the ARTIST under this Agreement, whether created by the ARTIST alone or in collaboration with others, shall be wholly original with the ARTIST and shall not infringe upon or violate the rights of any third party;
- G. the ARTIST has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
- H. all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances and with all necessary care, skill, and diligence;

- I. these representations and warranties shall survive the termination or other extinction of this Agreement;
- J. ARTIST shall provide to the CITY a signed, sworn and notarized Warranty of Title, **EXHIBIT F**, certifying that the Artwork is free of liens, claims or other encumbrances and that ARTIST has the legal ability to make this sale upon the completion of installation and final payment to the ARTIST. This Warranty of Title transfers all rights of ownership to the Artwork listed on this Agreement to the CITY and shall survive termination of this Agreement.

II. Warranties of Quality and Condition

- A. The ARTIST provides a warranty for the Work for a period of one (1) year (Warranty Period) commencing upon the date of substantial completion and acceptance of the Work by the CITY.
- B. The Parties agree that certain components or equipment incorporated into the project may be supplied by third-party manufacturers or vendors. This warranty explicitly excludes any such third-party equipment, materials, or components, which are subject to their respective manufacturers' or vendors' warranties.
- C. The ARTIST warrants that, during the Warranty Period, the Work shall be free from defects in materials and workmanship, and it shall conform to the specifications and design criteria set forth in the contract documents and approved by the CITY.
- D. In the event of any defect or non-conformity covered by this warranty, the CITY shall promptly notify the ARTIST in writing. The notification shall include a detailed description of the defect or non-conformity and any supporting documentation or evidence.
- E. Upon receipt of a valid warranty claim, the ARTIST shall, at its expense, in a reasonable time, repair or replace the defective or non-conforming part(s) of the Work. If repair or replacement is not feasible, the Contractor shall provide an alternative remedy mutually agreed upon by both Parties.
- F. This warranty shall not cover damage or defects to utilities (including but not limited to power, data, electrical and water) to the Site or damage or defects resulting from normal wear and tear, misuse, vandalism, acts of nature, or any alterations or modifications to the Work made by parties other than the Contractor without prior written consent.
- G. The CITY shall take reasonable steps to maintain and protect the Work during the Warranty Period and ensure that it is not subjected to any conditions that could reasonably be expected to cause damage or defects. The CITY shall also be responsible for ongoing site maintenance (including but not limited to landscaping, pest control, and environmental conditions), security and repair of utilities, including addressing any disruptions, outages, or issues that may affect the Work's operation. Failure to maintain the Work per the Maintenance Manual provided may result in the voiding of the Warranty Period.
- H. CITY shall maintain a record of all maintenance activities pertaining to the Work. This record shall include a log of each maintenance task, the names of individuals or organizations responsible for its execution, and any associated costs.
- I. It is considered a breach of warranty if a record of maintenance is not kept and shared every 4 months with ARTIST during the Warranty Period.

4. **SELECTION AND DISPLAY OF ARTWORK**

CITY shall have sole discretion to select and display the Artwork.

5. **INSTALLATION OF ARTWORK**

CITY shall have sole discretion to select a location for all commissioned Artwork installation. ARTIST may be required to provide two-dimensional Artwork(s) to CITY in a frame and "ready to hang." If the Artwork is

sculpture, ARTIST may be required to provide CITY with an appropriate pedestal or plinth for display purposes, and a clear cover for protection if such is deemed necessary by the CITY. Public Artwork to be displayed outdoors must be made of suitable materials to withstand the climate and specifics of the display area. If the Artwork requires signed and sealed engineering plans for installation, ARTIST will provide these to the CITY.

6. LIABILITY

ARTIST shall bear the risk of loss of, or damage to, the Artwork until the Artwork is delivered to the CITY. The ARTIST shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. Upon acceptance of the Artwork, CITY shall bear the risk of loss of, or damage to, the Artwork.

7. SIGNAGE AND PUBLIC EDUCATION

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

8. CARE OF ARTWORK

CITY shall take all reasonable care to maintain and protect the Artwork. Should the Artwork become damaged, depending on the nature and extent of damage, CITY may remove the Artwork from its display location. CITY shall exclusively have the right to determine when and if repairs and restorations to the Artwork are required. CITY shall perform repairs and maintenance for the Artwork guided by the written specifications of ARTIST provided on the Documentation Worksheet, attached as **EXHIBIT I**, that are approved by the CITY and FDOT and incorporated herein. Notwithstanding any provision in this Agreement to the contrary, CITY shall have no obligation to protect or maintain the Artwork against CITY-approved renovation to or demolition of the building or public space in or around which the Artwork is located if the Artwork cannot reasonably, in the sole discretion of the CITY, be salvaged or relocated prior to the renovation or demolition.

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

9. SAFETY

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

otherwise authorized by the CITY. ARTIST shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by ARTIST.

10. INSURANCE

I. General

- A. The ARTIST acknowledges that until completion of the installation of the Artwork, any injury to property or persons caused by the Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artwork are the sole responsibility of the ARTIST, including, but not limited to, any loss occurring during the creation, storage, transportation, delivery or installation of the Artwork, regardless of where such loss occurs.
- B. Terms for the procurement and duration of insurance are provided in **EXHIBIT D**.
- C. Required insurance policies are described in **EXHIBIT D**.

II. Indemnity

The ARTIST shall indemnify, defend, and hold harmless the CITY, its representatives, employees, and elected officials, from and against all claims, causes, demands, legal fees, costs, losses, damages or other expenses occasioned by any act, conduct, negligence, error or omission by the ARTIST or its respective agents, employees or delegees in the performance of this Agreement or occasioned wholly or in part by any act, conduct, error or omission by the ARTIST or its respective agents, employees or delegees in the performance of this Agreement, occurring during the term of this Agreement. In agreeing to this paragraph, the CITY does not alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, section 768.28, Florida Statutes, or as otherwise provided by law. This Paragraph shall survive the termination of this Agreement. Notwithstanding any provision of this Agreement to the contrary, no Party shall recover from a party to this Agreement in an action, of whatever nature, in contract or tort, any consequential or incidental damages, lost profits, or any type of expectancy damages.

11. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

Title to the Artwork shall pass to the CITY upon completion of the Artwork, completion of installation of the Artwork, and final payment by CITY to ARTIST pursuant to **EXHIBIT B**.

12. REPRODUCTION AND CREDIT

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

13. ARTIST AS AN INDEPENDENT CONTRACTOR

The ARTIST agrees to perform all work under this Agreement as an independent contractor and not as an employee of the CITY. The ARTIST acknowledges and agrees that the ARTIST shall not hold himself out as an authorized agent of the CITY with the power to bind in any manner. The ARTIST shall provide the CITY with the ARTIST's Tax Identification number and any proof of such number as requested by the CITY.

14. ASSIGNMENT OF ARTWORK

The work and services required of the ARTIST are personal and shall not be assigned, sublet, or transferred. Any attempt by the ARTIST to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the CITY. The CITY shall have the right to assign or transfer any and all of the CITY's rights and obligations under this Agreement, subject to the ARTIST's consent, which consent will not be unreasonably withheld.

15. TERMINATION AND DEFAULT

- I. If either party to this Agreement shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice of default to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement may be terminated.
- II. If the ARTIST defaults for cause other than death or incapacitation, the ARTIST shall return to the CITY all funds provided by the CITY. All finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the ARTIST under this Agreement shall be retained by the ARTIST.
- III. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for Force Majeure Events beyond such Party's reasonable control. If a Party claims termination for a Force Majeure Event, such party must provide notice within ten (10) business days after the occurrence of a Force Majeure Event for which such termination is being made. Additionally, notice of termination of this Agreement, for a Force Majeure Event, shall be given to the non-terminating party in writing not less than ten (10) days prior to the effective date of termination.
- IV. The CITY may terminate this Agreement without cause upon sixty (60) days written notice to the ARTIST. The CITY shall pay the ARTIST for services performed and commitments made prior to the date of the termination, consistent with the schedule of payments set forth in **EXHIBIT B** of this Agreement. The ARTIST shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the ARTIST has been compensated to date under **EXHIBIT B**. The ARTIST shall retain possession and title to the plans, drawing, designs, maquettes, and models already prepared and submitted or prepared for submission to the CITY by the ARTIST under this Agreement prior to the date of termination.
- V. Upon notice of termination, the ARTIST and his subcontractors shall cease all services affected.

16. DEATH OR INCAPACITY

- I. If the ARTIST becomes unable to complete this Agreement due to death or incapacity, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the ARTIST for purposes of Article 15.
- II. In the event of incapacity, the ARTIST shall assign his obligations and services under this contract to another ARTIST provided that the CITY provides written approval of the new ARTIST and so agrees

in writing. If the CITY does not agree, the CITY may elect to terminate this Agreement. The ARTIST shall retain all rights under Article 11 in the event of termination pursuant to this provision.

- III. In the event of death, this Agreement shall terminate effective the date of death. The ARTIST's heirs shall retain rights under Article 11.

17. WAIVER

The Parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

18. JURY WAIVER

In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Seventh Judicial Circuit in and for St. Johns County, Florida, for claims under State law, and in the Middle District of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or Termination of this Agreement.

19. AMENDMENTS

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

20. CONFLICT WITH THE LAW

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel to be in conflict with the laws, rules and/or regulations of the United States or the State of Florida, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

21. CHOICE OF LAW

This contract shall be governed by the laws of the State of Florida both as to interpretation and performance.

22. ENTIRE AGREEMENT

This Agreement embodies the whole understanding of the parties hereto with respect to the subject matter set forth herein. There is no promise, term, condition or obligation between the parties with respect to the subject matter set forth in this Agreement, other than those contained herein, and this Agreement shall supersede all previous communications, representation, or agreements between the parties, either oral or written, with respect thereto.

23. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement.

24. PUBLIC RECORDS

The CITY and the ARTIST shall, to the extent applicable, allow public access to all documents, papers, letters and other materials that are subject to the provision of Chapter 119, Florida Statutes, made or received by them in conjunction with this Agreement.

25. SALE OF ARTWORK

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

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

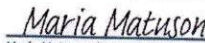
- (1) I am fully authorized to transfer to CITY the Artwork listed in this Agreement;
- (2) The Artwork will be in good condition except where noted in the Artwork Condition Report; and
- (3) I have read and agree to abide by the terms of this Agreement.

***** SIGNATURES ON FOLLOWING PAGE *****

Signed, sealed and delivered
in the presence of:

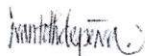

Teela Depeña (Nov 15, 2024 14:32 EST)

Witness
Printed Name: Teela Depeña


Maria Matuson (Nov 15, 2024 17:34 EST)

Witness
Printed Name: Maria Matuson

ARTIST:



Printed Name: Ivan Toth Depena

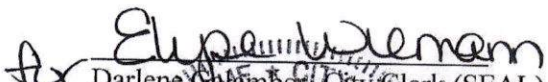
(Mailing Address) 804 Atando Avenue
Charlotte, North Carolina 28206
(Telephone Number) 980-288-6420

CITY:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

BY: 
David Birchim, City Manager

ATTEST:


Darlene Galambos, City Clerk (SEAL)



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

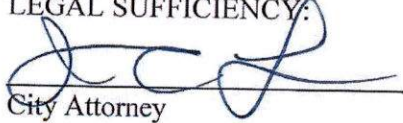

City Attorney

EXHIBIT A – Preliminary Design
EXHIBIT B – City Budget and Payment Schedule
EXHIBIT C – Artist Budget
EXHIBIT D – Insurance
EXHIBIT E – Proposed Schedule / Timeframe

EXHIBIT F – Warranty of Title
EXHIBIT G – Waiver of Artist's Rights
EXHIBIT H – Art Condition Report
EXHIBIT I – Documentation Sheet

Commissioned Artwork Agreement
Page 10 of 27

EXHIBIT A – PRELIMINARY DESIGN

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

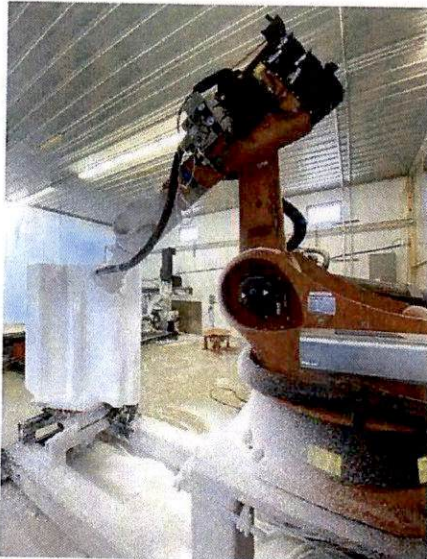


Commissioned Artwork Agreement
Page 11 of 27



Construction / Installation Option B

Cast Stone



CNC Routed Foam Used for Formwork

deperla studio



Cast Stone or GFRP

Process - Fabrication Concept Details

Commissioned Artwork Agreement
Page 12 of 27

EXHIBIT B – BUDGET AND PAYMENT SCHEDULE

The CITY shall pay the ARTIST \$250,000 (two hundred and fifty thousand dollars), which shall constitute full and complete compensation inclusive of all costs associated with this project, including but not limited to: ARTIST expenses, administration, subconsultants and engineered drawings, travel and lodging, conservation assessment, Artwork fabrication, storage, transportation and installation, related permits, licenses, taxes, and insurance, furnished by the ARTIST under this Agreement. Payment shall be made in accordance with the following milestones:

		PERCENT	AMOUNT
Milestone 1	Contract	20%	\$50,000
Milestone 2	Design Development	15%	\$37,500
Milestone 3	Construction Documents > Fabrication Kick-off	40%	\$100,000
Milestone 4	50% Fabrication > Installation Mobilization	20%	\$50,000
Milestone 5	Completion + Acceptance	10%	\$12,500

Upon completion of each milestone, the ARTIST shall submit a written invoice to the CITY requesting payment. The ARTIST shall include documentation of work completed in the form of photographs and written descriptions to indicate completion of milestones. The CITY shall submit payment within thirty (30) days of receipt of invoice.

The Parties understand that approvals are essential to move the Project forward in accordance with the agreed-upon schedule and budget. Delays in approvals may have adverse effects on both the schedule and budget, potentially resulting in additional costs and project timeline extensions. The Client agrees to use reasonable efforts to provide approvals, feedback, and instructions in a prompt and efficient manner.

The Parties recognize that unforeseen circumstances or complexities may arise during the Project, and in such cases, they shall exercise good faith and cooperation to make necessary adjustments while keeping the Project's objectives and quality intact.

Reasonable approvals will not be withheld or unreasonably delayed.

EXHIBIT C – BUDGET FROM ARTIST

Proposed Budget

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

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: March 26, 2025

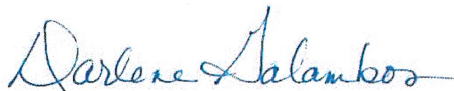
RE: **Request for ONE (1) appointment - St. Augustine Police Officers' Retirement Board**

Notification was previously given regarding one (1) vacancy on the St. Augustine Police Officers' Retirement Board which will expire September 30, 2028.

Advertisements requesting applications were placed in the St. Augustine Record and posted on the City's website.

Attached is the application received from Stephen Petty, in addition to the current roster, Board profile and responsibilities.

I respectfully request consideration be given to appointing the applicant.



Darlene Galambos
City Clerk

Attachment: Application

xc: Police Retirement Board – Clerk's File

Stephen Petty

St. Augustine, FL 32095

(904) 671-2212

stephenpetty07@yahoo.com

March 21, 2025

Board of Trustees

St. Augustine Police Officers' Retirement System

St. Augustine, FL

Dear Members of the Board,

I am writing to express my interest in the open seat on the St. Augustine Police Officers' Retirement System Board of Trustees. As a long-time resident of St. Augustine and a financial professional with over two decades of experience in banking, investment oversight, and risk management, I believe I can provide valuable insight and fiduciary stewardship in support of the board's mission.

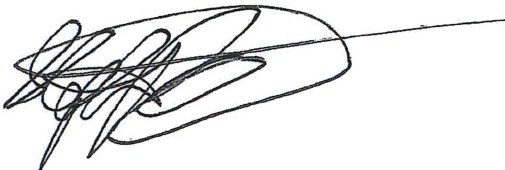
In my current role as a Senior Vice President at Citibank, I help manage the intake, prioritization, and governance of large-scale technology and regulatory investment portfolios—work that requires sound financial judgment, strategic oversight, and accountability for public-facing programs. I've led initiatives involving budget planning, compliance with federal mandates (such as ADA and Reg 1033), and risk mitigation, all of which align closely with the core responsibilities of a pension trustee.

Equally important, I approach service with a commitment to integrity, transparency, and community trust. I would be honored to apply my skills and experience in support of the St. Augustine police officers who serve our city with dedication.

Thank you for your consideration. I welcome the opportunity to contribute and would be happy to provide any additional information or meet with the board at your convenience.

Sincerely,

Stephen Petty

A handwritten signature in black ink, appearing to be 'Stephen Petty', with a long horizontal line extending to the right.

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

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on a City of St. Augustine board or committee. In accordance with Ordinance 2003-14 citizen boards that assist in the governing of the City of St. Augustine shall be made up of persons who reside within the City Limits. Exceptions to this City Commission policy may be made for members of ad-hoc committees on a case-by-case basis by the City Commission. All applications must include a cover letter and resume.

1. **APPLICANT** Stephen Petty
2. **RESIDENCE**
(address) 256 Pescado Dr. St. Augustine FL, 32095 **PHONE** 904-671-2212
3. **BUSINESS OWNED** (Address) _____ **PHONE** _____
4. **PROPERTY OWNED** (Address) 256 Pescado Dr. St. Augustine FL, 32095
5. **MAILING ADDRESS PREFERRED** _____
6. **E-mail Address** stephenpetty07@yahoo.com
7. **BOARD DESIRED** St. Augustine Police Officers' Retirement System Board of Trustees
8. **OCCUPATION** (include resume) SrVP, Program Manager at Citi
9. **PROFESSIONAL QUALIFICATIONS:** (Attach additional information or Cover Letter)
22 years in the Banking industry. Spent between Community Banking, Consulting, and Big Banking.
Spent last 8 years overseeing technology budgets for various departments in excess of \$1B.
Two time recipient of Citi's top 1% award. In two different disciplines. Digital Risk Management, and Program Management for Technology Investments.
10. **OTHER COMMENTS OR INFORMATION**

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

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

12. **SIGNATURE OF APPLICANT**



DATE 3-21-25

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



Initial

STEPHEN PETTY

Senior Vice President | Program Manager

904 671 2212 | Saint Augustine, FL | stephenpetty07@yahoo.com

PROFESSIONAL SUMMARY -----

Results-driven Program Manager and Banking Professional with 20+ years of experience in investment intake, program governance, and regulatory compliance. Skilled in cross-functional leadership, digital transformation, and strategic prioritization, with a strong understanding of technology risk, regulatory frameworks (ADA, Reg 1033), and process optimization. Experience in AI-driven automation, risk mitigation, and executive-level stakeholder engagement. Passionate about improving digital accessibility, streamlining technology investments, and driving operational efficiency. Two time recipient of the Leaders in Excellence award at Citi.

AREAS OF EXPERTISE -----

- | | | | |
|---|---------------------------------------|--|---|
| • Program & Portfolio Management | • Stakeholder & Executive Engagement | • Cross-Functional Leadership(Product, Tech, Risk, Compliance, UX) | • Regulatory Compliance (ADA, Reg 1033) |
| • Technology Demand Intake & Prioritization | • Process Re-engineering & Governance | • Budgeting & Financial Planning | • Data Analytics, Business Impact & Forecasting |

PROFESSIONAL EXPERIENCE -----

Senior Vice President, Program Manager | 07/2021 – Present

Citibank – Jacksonville, FL

Lead technology demand intake and prioritization for the US Personal Bank, and Digital Technology to optimize investment decisions, ensuring regulatory compliance (ADA, Reg 1033) and operational efficiency through data-driven strategies..

- Led enhancements to Citi's USPB Annual Technology Demand Intake & Prioritization Process, implementing data-driven decision-making strategies that reduced intake volume by 50%, streamlining resource allocation.
- Partnered with risk and compliance teams to support investment strategies that align with ADA, Reg 1033, and broader regulatory mandates, improving governance and compliance tracking.
- Contributed to securing funding for ADA-related initiatives, helping Citi address digital accessibility priorities in alignment with regulatory expectations.
- Managed cross-functional collaboration between technology, finance, and business teams, ensuring that investment intake aligns with strategic objectives and risk appetite.
- Explored opportunities to leverage AI and automation for improved demand intake processes, assessing potential use cases for enhancing scope definition and prioritization efficiency.

Vice President, Program Manager | 06/2016 – 08/2021

Citibank – Jacksonville, FL

Managed \$170M+ in digital investments, overseeing strategic prioritization, governance, and compliance alignment, while driving cross-functional collaboration to enhance efficiency.

- Supported USPB Digital Investment Planning, managing a \$170M+ budget and overseeing 2M+ technology work hours annually to deliver prioritized digital initiatives.
- Partnered with finance, risk, and compliance teams to ensure investment prioritization decisions were aligned with regulatory and operational risk standards.

- Assisted in process improvements for regulatory-mandated work, working with compliance partners to track and report on critical accessibility and risk mitigation efforts.
- Developed governance models for demand intake and prioritization, ensuring transparency and efficiency in investment decision-making.
- Collaborated with business, technology, and risk teams to proactively address capacity constraints and resource planning challenges, minimizing delivery bottlenecks.

Vice President, Operational Risk Analyst | 09/2013 – 06/2016

Citibank – Jacksonville, FL

Strengthened risk controls for digital banking products, improving compliance with regulatory standards and reducing overdue/reopened issues by 50% YoY.

- Partnered with Retail Bank Digital teams to identify and mitigate process-level risks, enhancing governance frameworks for digital banking operations.
- Improved risk controls for Mobile Check Deposit and Personal Lending Products, ensuring alignment with Citi's broader risk management strategy.
- Led issue management and remediation efforts, improving year-over-year (YoY) performance by reducing overdue and reopened risk issues by 50%.

EDUCATION -----

Bachelor of Science, Managerial Economics, Oregon State University, Corvallis, OR

Certificate in Banking & Financial Services, Florida School of Banking, University of Florida, Gainesville, FL

BOARD OF TRUSTEES **ST. AUGUSTINE POLICE OFFICERS' RETIREMENT SYSTEM**

Meets Quarterly, 4th Wednesday of Feb., May, Aug., and 3rd Wednesday of Nov. at 3:00 p.m.
Communications Conference Room, 2nd Floor, Lobby "B" City Hall

<u>Board Member</u>	<u>Contact information</u>	<u>ELECTED</u>	<u>*4-Year Terms Expires</u>
Ryan Rado Police Representative	Police Department P.O. Drawer 1950, 32085-1950 904-825-1074 rrado@staugpd.com	09/2023 Re-elected 08/25/2021 Re-elected 04/19/21 Fill Vacancy	09/30/2027
Spencer Bryant, Secretary/Treasurer Police Representative Vice-Chairperson	Police Department P.O. Drawer 1950, 32085-1950 904-825-1092 sbryant@staugpd.com	09/2024 Elected	09/30/2028
<u>APPOINTED</u>			
Daniel Hilbert <i>Attorney</i> <i>Secretary</i> <i>*Appointed 2/9/15 & 10/22/18, ran for judge 11/20 Elect. creating a vacancy & re-appointed on 12/14/20</i>	1030 N. Ponce De Leon Blvd., 32084 904-252-4988 dkhilbert@gmail.com	09/09/2024 Re-Appointed 09/26/2022 Re-Appointed 12/14/2020 Re-Appointed	09/30/2028
VACANCY			09/30/2028
Steve Fricke Board Appointed 5 th Member Chairperson	P.O. Drawer 1950, 32085-1950 fristeve@yahoo.com	09/11/2023 re-appointed 08/25/2021 Re-Appointed 02/17/2017 Fill Vacancy	09/30/2027

***ORD 2024-31/102824 – Amends Chapter 20, Section 20-223, extending the term limits for members of the Board of Trustees from 2 years to 4 years**

CONSULTANTS

Thomas H. Jensen
Plan Administrator
2636 Augusta Drive N.
Clearwater, Florida 33761
727-492-3852
tjensenpension@gmail.com

Gabriel, Roeder, Smith & Company (GRC)
One East Broward Blvd.
Suite 505
Ft. Lauderdale, FL 33301
954-527-1616
FAX 954-525-0083
theora.braccialarghe@grsconsulting.com

Updated 12/19/2024

BOARD OF TRUSTEES

St. AUGUSTINE POLICE OFFICERS RETIREMENT SYSTEM

Authorization:	City Charter, Article X, Police Officers Retirement System.
Number of Members:	Five 5
Terms of Office:	Elected and appointed members – four (4) year terms.
Appointment:	Two 2 legal residents appointed by City Commission; two 2 elected by the Police Officers; and one 1 selected by previous four 4.
Qualifications:	None stated in ordinance
Duties:	The general administration, management, and responsibility for the proper operation of the retirement system, including administration of investments and disbursements, and for construing and making effective the provisions thereof.
Attendance:	Ordinance 2018-11 amended Sec. 2-191 to remove the language regarding meeting attendance instead states <u>“Member of Boards may be removed by majority vote of the Commission, upon notice of the intent to remove the Board member mailed to the address on record at the office of the City Clerk by certified U.S. mail, return receipt requested, and a hearing before the City Commission providing the member an opportunity to be heard”</u>
Meetings:	Quarterly – 4 th Wednesday of February, May, August, And 3 rd Wednesday of November.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: April 3, 2025

RE: Request for appointment to fill three (3) Term Expirations – Lincolnville
Redevelopment Area Steering Committee (LCRA)

Notification was previously given regarding the term expirations of three positions on the LCRA which will expire April 30, 2025.

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

- Mari Hayes (Current LCRA Member)
- James St. George (Current LCRA Member)
- Gloria Lelaidier
- Gregory Johnson

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



Darlene Galambos
City Clerk

Attachments: Applications

xc: (LCRA) Clerk's File

Mari L. Hayes
87 Lincoln Street
St. Augustine, FL 32084

March 18, 2025

Ms. Darlene Galambos
City Clerk City of St. Augustine
CityClerk@CityStAug.com

Re: LCRA Steering Committee Application

I am submitting my application for consideration for reappointment to the LCRA Steering Committee. Over the last three years I've held the position of Co-Chair, and I would like to continue to contribute to the LCRA.

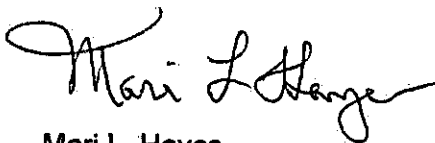
Though I have always had a strong commitment to the Lincolnville community since we moved here in 2011, my active participation on the LCRA Steering Committee has deepened my understanding of both the needs of the community and, importantly, the process required to actually get things done. I think by listening to the community as well as the experts and consultants, the Steering Committee has provided valuable input and advice to the CRA management team and the CRA Board. I feel pride in the work that has been accomplished and the acceleration of the projects that are now underway.

In addition, I would like to continue to work to help advance the projects in the current plan, like Hayling/Vickers Parks. I would also like to continue to work to get diverse community input and collaboration.

Thank you for your consideration.

Please let me know if you have any questions or need any other information. My resume is attached.

Best regards,



Mari L. Hayes
Mari.Hayes@NYFA.edu
914-671-5901

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO THE LCRA STEERING COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on the Lincolnville Community Redevelopment Area (LCRA) Steering Committee.

1. APPLICANT: Mari Hayes
2. RESIDENCE: 87 Lincoln Street St. Augustine FL 32084
3. BUSINESS OWNED: n/a
4. PROPERTY OWNED: 87 Lincoln Street St. Augustine FL 32084
5. MAILING ADDRESS PREFERRED: 87 Lincoln Street St. Augustine FL 32084
6. PHONE NUMBER: 914-671-5901
7. EMAIL ADDRESS: marih13@yahoo.com

CRITERIA FOR THE LINCOLNVILLE COMMUNITY REDEVELOPMENT AREA STEERING COMMITTEE:

Steering Committee By-Laws, Article 4, Membership:

Preference shall be given to members who have established their primary residence within the boundaries of the Lincolnville CRA, have established a business within the boundaries of the Lincolnville CRA, own real property within the boundaries of the Lincolnville CRA, or are otherwise a stakeholder within the Lincolnville CRA. The Steering Committee values a diverse board that is inclusive of various community stakeholders, such as but not limited to, members of non-profit organizations, churches, schools, or museums within the Lincolnville CRA.

8. Please check those criteria that apply to you:

- ☒ Primary Resident
- ☐ Business Owner
- ☒ Property Owner
- ☐ Other Stakeholder

9. If identifying as "Other Stakeholder", please explain your stake in the Lincolnville CRA:

10. If affiliated with an organization, church, school, museum, or other entity in Lincolnton, please explain your role there:

11. **Please attach a cover letter elaborating your desire to serve on the LCRA Steering committee, connection with the Lincolnton community, and ability to meet the time commitments necessary.**

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

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

Question 1. Are you Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race) ☐ Yes ☒ No

Question 2: Please select the racial category or categories with which you most closely identify by checking the appropriate box. Check as many as apply:

- ☐ American Indian or Alaska Native
☐ Asian
☒ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White

13. **SIGNATURE OF APPLICANT**

Mari L. Hayes

DATE _____

14. **AGREEMENT:** In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that if appointed, the appointee may be required by the State of Florida to file financial disclosure forms upon appointment, each year thereafter, and upon termination of appointment. The appointee may also be required to comply with other statutory disclosures, including gift disclosures and client disclosures, as required by the Florida Commission on Ethics. Questions regarding your compliance with Florida Ethics laws should be directed to the Florida Commission on Ethics at 850-488-7864, <http://www.ethics.state.fl.us/>, The Florida Commission on Ethics, P. O. Drawer 15709, Tallahassee, FL 32317-5709. Submit applications to Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, FL 32085.

MLH

Initials



MARI L. HAYES

PHONE: (914) 671-5901

marih13@yahoo.com

PROFESSIONAL EXPERIENCE

Strong competency in Luxury Retail Sales, Client Service, Marketing, Teamwork, Problem Solving, Communication

RETAIL SALES / CUSTOMER RELATIONSHIP EXPERIENCE

Tiffany & Company, Atlanta, GA (Phipps Plaza) 10/2022- 12/2025

Client Advisor (Holiday Seasonal) – Focused on Silver, Fashion Jewelry sales/operations. Provided the Tiffany experience to clients.

Christie's, New York, NY 06/2017 – 03/2020

Client Service Representative / Gallery Assistant– **Christie's, New York, NY** - Provided superior client service in Private Sales, Art Auction Registration and the Sales Preview Galleries. Provided ongoing service to high end clients at Front of House, welcomed clients, assisted with questions, facilitated meetings with specialists, helped clients find works of art in the galleries during sale previews. Processed online requests for auction estimates. Researched art and antiques submitted by client prior to review by art specialists. Registered clients to bid live, by telephone or absentee. Contracted by Solomon Page Associates.

Tiffany & Company, New York, NY (Wall Street) 10/2017- 1/2018

Sales Professional (Holiday Seasonal) – Focused on Silver and Fashion Jewelry Collections sales. Provided the Tiffany experience to clients.

Saks Fifth Avenue, New York, NY

Sales Associate – Fashion Jewelry & Watch sales - Developed customer relationships to maximize sales (\$111k) 10/2016 - 2/2017

Sales Associate – Fashion Jewelry & Watch sales of \$129.4K over a 10-week period (+300% of plan). 11/2015 – 1/2016

DUSKY'S CHOCOLATE COMPANY/ART & ANTIQUES, SMYRNA, GA

09/2012 – 11/2015

Marketing & Business Strategy Consultant

Advised CEO of start-up on development of business plan, brand positioning, website, e-commerce strategy, product development, supply sourcing, marketing strategy and materials. Managed eBay site, including uploading pictures and copy for new items.

ZEP INC. ATLANTA, GA \$700MM MANUFACTURER OF CLEANING SOLUTIONS FOR B2B AND RETAIL

11/2008 – 11/2013

VP Retail Marketing

Led marketing team for a leading producer and marketer of industry leading, high efficacy maintenance and cleaning solutions for commercial, industrial, and consumer markets. Developed the initial social media and internet strategy for the Zep Commercial brand and trained cross-functional team on Internet Strategy, Website Development, Customer Relationship Teamwork.

PROMOTION IN MOTION INC. ALLENDALE, NJ Building brands (WELCH'S and SUN-MAID) in the confection category

Senior Director of Marketing

2005 – 2008

Developed products and consumer marketing and sales programs for fruit snack and candy brands.

RECKITT BENCKISER, INC. PARSIPPANY, NJ GLOBAL CONSUMER GOODS COMPANY

1998 – 2004

Category Marketing Manager - Marketing Director, 1998-2004

Fabric Care 2000-2004

LYSOL Bathroom Cleaners 1998 – 2000

Developed educational tools to teach hygiene skills to elementary school children and teachers to reduce the spread of infectious diseases.

EDUCATION

NEW YORK FILM ACADEMY, NEW YORK, NY - *One Year Conservatory – Acting for Film*

COLUMBIA UNIVERSITY, NEW YORK, NY - *MBA, Marketing*

UNIVERSITY OF PENNSYLVANIA, PHILADELPHIA, PA - *BS, Economics, Organizational Management Concentration*

ACTIVITIES

LINCOLNVILLE COMMUNITY REDEVELOPMENT AREA STEERING COMMITTEE, ST. AUGUSTINE, FL – CO-CHAIRPERSON
DISCUSS COMMUNITY REDEVELOPMENT ACTIVITY, GAIN PUBLIC INPUT AND RECOMMEND ACTIONS TO THE CRA BOARD

BOOK AND WEBSITE EDITOR, CONTENT WRITER

ACTING – TV, FILM, THEATRE

03/05/2025

Re: James St George
Application Requesting Appointment to the LCRA Steering Committee

To Whom It May Concern,

I currently serve as Chairman of the LCRA Steering Committee. This letter is in support of my application for a 2nd term.

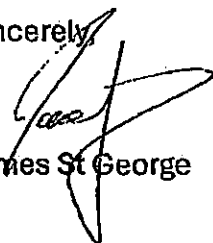
I am an active resident of Lincolnvile. My wife and I reside at 46 Weeden St and my mother-in law resides at 41 Weeden St. Upon my retirement from vascular surgery (St Johns Vein Center,) I obtained a State Contractor's License. I restore/renovate/preserve historic homes in Lincolnvile. My recently completed projects are 62 Weeden St, 41 Weeden St, 74 Sanford St, and 144 M L King Ave. I am currently restoring 150 M L King Ave. Future restorations are 93 and 95 Oneida, which are some of the original and oldest homes in East Lincolnvile (1871-1885.) I will also be restoring 118 Bridge St. I own a total of fourteen properties within the City of St Augustine, eleven of which are within Lincolnvile.

My wife and I own a business within the City of St Augustine. I renovated a two-story commercial building at 3000 N Ponce De Leon for her luxury furniture store, Sonya's Décor Uptown. I also restored/renovated two adjacent historic homes at 10 McMillan St and 10 Vedder St which are now part of our furniture, accessories, and interior design business.

I have served as Chairman of the LCRA and wish to continue my service to the City with a 2nd Term.

Thank you for your consideration,

Sincerely,


James St George

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO THE LCRA STEERING COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on the Lincolnville Community Redevelopment Area (LCRA) Steering Committee.

1. APPLICANT: James St George
2. RESIDENCE: 46 Weeden St, St Augustine, FL 32084
3. BUSINESS OWNED:
 1. CoSA Genesis, LLC-Renovation of historic Lincolnville Homes
 2. Sonya's Decor Uptown, 3000 N Ponce De Leon
 3. Sonya's Home Accessories, 10 McMillan St
 4. Sonya's Interior Design Center, 10 Vedder St
4. PROPERTY OWNED:
 1. 46 Weeden St
 2. 74 Sanford St
 3. 144 MLK
 4. 150 MLK
 5. 118 Bridge St
 6. 62 Weeden St
 7. 41 Weeden St
 8. 244 Riberia St
 9. 246 Riberia St
 10. 3000 N Ponce De Leon
 11. 10 McMillan St
 12. 10 Vedder St
 13. 93 Oneida St
 14. 95 Oneida St
5. MAILING ADDRESS PREFERRED: 46 Weeden St, St Augustine, FL 32084

6. PHONE NUMBER: 3321-432-4329
7. EMAIL ADDRESS: stgeorgelcra@gmail.com

CRITERIA FOR THE LINCOLNVILLE COMMUNITY REDEVELOPMENT AREA STEERING COMMITTEE:

Steering Committee By-Laws, Article 4, Membership:

Preference shall be given to members who have established their primary residence within the boundaries of the Lincolnville CRA, have established a business within the boundaries of the Lincolnville CRA, own real property within the boundaries of the Lincolnville CRA, or are otherwise a stakeholder within the Lincolnville CRA. The Steering Committee values a diverse board that is inclusive of various community stakeholders, such as but not limited to, members of non-profit organizations, churches, schools, or museums within the Lincolnville CRA.

8. Please check those criteria that apply to you:

XX Primary Resident

XX Business Owner

XX Property Owner

9. If identifying as "Other Stakeholder", please explain your stake in the Lincolnville CRA:

10. If affiliated with an organization, church, school, museum, or other entity in Lincolnville, please explain your role there: N/A

—

11. **Please attach a cover letter elaborating your desire to serve on the LCRA Steering committee, connection with the Lincolnville community, and ability to meet the time commitments necessary.**

I have served 1st term as LCRA Chairman and wish to continue for a 2nd term. Please refer to attached letter and initially submitted first term letter.

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

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

Question 1. Are you Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race) ☐ Yes ☐ No

Question 2: Please select the racial category or categories with which you most closely identify by checking the appropriate box. Check as many as apply:

☐ American Indian or Alaska Native

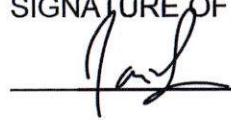
☐ Asian

☐ Black or African American

☐ Native Hawaiian or Other Pacific Islander

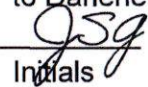
XX White

13. SIGNATURE OF APPLICANT



DATE 02/22/2025

14. AGREEMENT: In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that if appointed, the appointee may be required by the State of Florida to file financial disclosure forms upon appointment, each year thereafter, and upon termination of appointment. The appointee may also be required to comply with other statutory disclosures, including gift disclosures and client disclosures, as required by the Florida Commission on Ethics. Questions regarding your compliance with Florida Ethics laws should be directed to the Florida Commission on Ethics at 850-488-7864, <http://www.ethics.state.fl.us/>, The Florida Commission on Ethics, P. O. Drawer 15709, Tallahassee, FL 32317-5709. Submit applications to Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, FL 32085.


Initials



City of St. Augustine
 PLANNING AND BUILDING DEPARTMENT
 P.O. Box 210, St. Augustine, FL 32055 Phone: (904) 825-1065

**LINCOLNVILLE COMMUNITY
 REDEVELOPMENT AREA BOUNDARIES**

SHEET
 1 of 1

I have lived on South Street for 40 yrs and care very much about my neighborhood.

The CRA needs local input and I have the time since retirement.

RECEIVED

4/1/25

11:05am

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO THE LCRA STEERING COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on the Lincolnville Community Redevelopment Area (LCRA) Steering Committee.

1. APPLICANT: Gloria Lelaidier
2. RESIDENCE: 72 South Street
3. BUSINESS OWNED: 6
4. PROPERTY OWNED: 72 South St
5. MAILING ADDRESS PREFERRED: "
6. PHONE NUMBER: 904.829.2686 - cell 904.814.9322
7. EMAIL ADDRESS: glelaidier@yahoo.com

CRITERIA FOR THE LINCOLNVILLE COMMUNITY REDEVELOPMENT AREA STEERING COMMITTEE:

Steering Committee By-Laws, Article 4, Membership:

Preference shall be given to members who have established their primary residence within the boundaries of the Lincolnville CRA, have established a business within the boundaries of the Lincolnville CRA, own real property within the boundaries of the Lincolnville CRA, or are otherwise a stakeholder within the Lincolnville CRA. The Steering Committee values a diverse board that is inclusive of various community stakeholders, such as but not limited to, members of non-profit organizations, churches, schools, or museums within the Lincolnville CRA.

8. Please check those criteria that apply to you:

- ☒ Primary Resident
- ☐ Business Owner
- ☐ Property Owner
- ☐ Other Stakeholder

9. If identifying as "Other Stakeholder", please explain your stake in the Lincolnville CRA:

10. If affiliated with an organization, church, school, museum, or other entity in Lincolnville, please explain your role there:

Member - L'ville Community Garden

" LMCC

Volunteer - COA - meals on wheels 715 yrs
in L'ville

Member - L'ville Neighborhood Assoc.

11. Please attach a cover letter elaborating your desire to serve on the LCRA Steering committee, connection with the Lincolnville community, and ability to meet the time commitments necessary.
12. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revision to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

Specific Instructions: The two questions below are designed to identify your ethnicity and race.

Regardless of your answer to question 1, go to question 2.

Question 1. Are you Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race) ☒ Yes ☐ No *Panama'*

Question 2: Please select the racial category or categories with which you most closely identify by checking the appropriate box. Check as many as apply:

- ☐ American Indian or Alaska Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☒ White

13. SIGNATURE OF APPLICANT

Gloria Lelaidier

DATE *1 April 2025*

14. AGREEMENT: In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that if appointed, the appointee may be required by the State of Florida to file financial disclosure forms upon appointment, each year thereafter, and upon termination of appointment. The appointee may also be required to comply with other statutory disclosures, including gift disclosures and client disclosures, as required by the Florida Commission on Ethics. Questions regarding your compliance with Florida Ethics laws should be directed to the Florida Commission on Ethics at 850-488-7864, <http://www.ethics.state.fl.us/>, The Florida Commission on Ethics, P. O. Drawer 15709, Tallahassee, FL 32317-5709. Submit applications to Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, FL 32085.

Initials *gl*

Gregory Johnson April 12, 2022
56 Park Place
St. Augustien, FL 32084

Greetings City Commission and LCRA Staff,
I am pleased to submit my application to the City Commission/ Community
Redevelopment Agency, and
City Staff in hopes of being appointed to the Lincolnville Community Redevelopment Area
Steering
Committee. I am a lifelong resident of Lincolnville which makes me extremely passionate
about the
community and its oath forward as it relates to redevelopment.
I believe my appointment to this civic board would be an asset to the community. I would
like to help
further perpetuate the efforts that are already in the pipeline and possibly introduce new
and exciting
opportunities for the area.
My schedule is flexible, and I will be more than able to attend meetings and LCRA events.
Thank you and I hope to hear from you soon.

Sincerely,
Gregory Johnson

Sent from my iPhone

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO THE LCRA STEERING COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on the Lincolnville Community Redevelopment Area (LCRA) Steering Committee.

1. APPLICANT: Gregory Johnson
2. RESIDENCE: 56 Park Place
3. BUSINESS OWNED: _____
4. PROPERTY OWNED: _____
5. MAILING ADDRESS PREFERRED: 56 Park Place
6. PHONE NUMBER: 904 392 8741
7. EMAIL ADDRESS: J35gregory@yahoo.com

CRITERIA FOR THE LINCOLNVILLE COMMUNITY REDEVELOPMENT AREA STEERING COMMITTEE:

Steering Committee By-Laws, Article 4, Membership:

Preference shall be given to members who have established their primary residence within the boundaries of the Lincolnville CRA, have established a business within the boundaries of the Lincolnville CRA, own real property within the boundaries of the Lincolnville CRA, or are otherwise a stakeholder within the Lincolnville CRA. The Steering Committee values a diverse board that is inclusive of various community stakeholders, such as but not limited to, members of non-profit organizations, churches, schools, or museums within the Lincolnville CRA.

8. Please check those criteria that apply to you:

- ☒ Primary Resident
- ☐ Business Owner
- ☐ Property Owner
- ☐ Other Stakeholder

9. If identifying as "Other Stakeholder", please explain your stake in the Lincolnville CRA:

10. If affiliated with an organization, church, school, museum, or other entity in Lincolnville, please explain your role there:

Lincolnville Historical Preservation
AND Restoration Society

11. Please attach a cover letter elaborating your desire to serve on the LCRA Steering committee, connection with the Lincolnville community, and ability to meet the time commitments necessary.
12. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revision to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

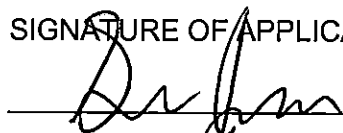
Specific Instructions: The two questions below are designed to identify your ethnicity and race. Regardless of your answer to question 1, go to question 2.

Question 1. Are you Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race) ☐ Yes ☐ No

Question 2: Please select the racial category or categories with which you most closely identify by checking the appropriate box. Check as many as apply:

- ☐ American Indian or Alaska Native
☐ Asian
☒ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White

13. SIGNATURE OF APPLICANT



DATE 4-1-25

14. **AGREEMENT:** In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that if appointed, the appointee may be required by the State of Florida to file financial disclosure forms upon appointment, each year thereafter, and upon termination of appointment. The appointee may also be required to comply with other statutory disclosures, including gift disclosures and client disclosures, as required by the Florida Commission on Ethics. Questions regarding your compliance with Florida Ethics laws should be directed to the Florida Commission on Ethics at 850-488-7864, <http://www.ethics.state.fl.us/>, The Florida Commission on Ethics, P. O. Drawer 15709, Tallahassee, FL 32317-5709. Submit applications to Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, FL 32085.


Initials

LINCOLNVILLE COMMUNITY REDEVELOPMENT
STEERING COMMITTEE

Meets four times annually - 5:00 p.m.
Willie Galimore Center

3 Year Terms

Term Expires

Seat 1:

Madeline Wise
2312 Red Oak Drive
Jacksonville, FL 32211
904-504-4251
wimado10@yahoo.com

Appointed to fill vacancy: 1/25/2021 04/30/2023
Re-appointed to full term: 4/10/2023 04/30/2026

Seat 2:

Kenneth A. McClain, Sr.
P.O. Box 912
Hastings, FL 32145
904-671-2279
904-501-2576
kenmcclain32@gmail.com

Appointed 1st full term: 4/10/2023 04/30/2026

Seat 3:

Mari Hayes
87 Lincoln Street, 32084
914-671-5901
Mari.hayes@nyfa.edu

Appointed 1st full term: 4/25/2022 04/30/2025

Seat 4:

James St. George
46 Weeden Street, 32084
321-432-4329
stgeorgeLCRA@gmail.com

Appointed 1st full term: 4/25/2022 04/30/2025

Seat 5:

Dalonja Duncan
41 Lovett Street, 32084
(904) 392-1976
Duncan_dalo@yahoo.com

Appointed 1st full term: 4/25/2022 04/30/2025

LINCOLNVILLE COMMUNITY REDEVELOPMENT
STEERING COMMITTEE
(revised to reflect the wording of the LCRA-SC By-Laws)

Authorization:	<i>Chapter 28, Zoning, Code of the City of St. Augustine, Art II, Div. II. Section 28-57 Amended 4.14.2003, Ordinance 2003-14; Amended 4.8.2013, Ordinance 2013-06.</i>
Number of Members:	Five (5)
Appointment:	By City Commission
Terms of Office:	The term of the members shall begin and run from March 1 st of the year the appointment was made. In appointing the first Steering Committee, the Agency shall designate and appoint two (2) members to serve a three-year term and three (3) members to serve a two-year term. Upon the expiration of the individual staggered term, the members shall thereafter be appointed to a three-year term. Members appointed to fill a vacancy for an unexpired term shall serve for the remainder of the unexpired term and may be reappointed to one full term. No member may serve for more than two consecutive full terms.
Reappointment:	Normal terms to expire on April 30th.
Qualifications:	The membership of the Steering Committee shall consist of five (5) members and shall receive no salary or compensation for their services. The members shall be appointed by majority vote of the Agency. Preference shall be given to members who have established their primary residence within the boundaries of the Lincolnville CRA, have established a business within the boundaries of the Lincolnville CRA, own real property within the boundaries of the Lincolnville CRA or are otherwise a stakeholder in the boundaries of the Lincolnville CRA.
Duties:	The purpose of the Steering Committee is to advise and assist the Agency on planning and implementation of goals, programs, projects and activities related to the Agency's approved Lincolnville Redevelopment Plan. The Steering Committee may make recommendations to the Agency regarding the implementation of the Lincolnville Redevelopment Plan. The Steering Committee may recommend a schedule or prioritization of programs and may recommend the allocation of funds for specific projects. The Steering Committee may also recommend amendments to the approved Lincolnville Redevelopment Plan.
Attendance:	Ordinance 2018-11 amended Sec. 2-191 to remove the language regarding meeting attendance and instead states <u>"Members of Boards may be removed by majority vote of the Commission, upon notice of the intent to remove the Board member mailed to the address on record at the office of the City Clerk by certified U.S. mail, return receipt requested, and a hearing before the City Commission providing the member an opportunity to be heard".</u>
Meetings:	Four (4) times annually, 5 P.M., the Willie Galimore Center.

04/11/2023

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: April 2, 2025

RE: Notification of Board Term Vacancy – Corridor Review Committee

Notification is being made to the Commission relevant to one (1) term vacancy, which expires on March 28, 2026. The vacant seat is due to the unforeseen passing of Michael Dixon.

Advertisements requesting applications were placed in the St. Augustine Record in accordance with board advertising policies and posted on the City website.

Attached is the current Board roster, along with a profile of the qualifications, duties and responsibilities as by ordinance.



Darlene Galambos
City Clerk

Xc: Clerk's Office

CORRIDOR REVIEW COMMITTEE

Meets First Thursday - 2:00 p.m.
Alcazar Room, City Hall

Board Member	Contact information	Appointment	3-Year Terms Expire
VACANCY			3/28/2026
Vaughn Cochran Vice Chair Business owner/Anastasia	6310 Solano Creek Rd, Elkton, 32033 904-540-3183 (Cell) 904-201-6300 (Business) blackfly.vaughn@gmail.com	6/08/2020 (Initial Term 1yr.) 3/13/2023 2 nd full term 1 st Full Term 2 nd Full Term	3/20/2021 3/28/2026 3/28/2024 3/28/2027
Lorna MacDonald Vice Chair Business owner/San Marco	398 Marsh Point Circle, 32080 904-501-1990 raintreeemail@aol.com	6/08/2020 (Initial Term 2 yrs.) 3/14/2022 2 nd Full Term 1 st Full Term 2 nd Full Term	3/28/2022 3/28/2025 3/28/2028

**Corrections made to reflect original appointment dates being inaccurate.*

CORRIDOR REVIEW COMMITTEE

Authorization:	Code of Ordinances, Chapter 28, Article II, Division 5, Sections 28-126 through 28-134 and Ordinance 2019-45. Modified by Ordinance 2020-15 and Ordinance 2020-21
Number of Members:	Three (3) Regular Members
Terms of Office:	Corridor Review Committee (CRC) consisting of three (3) members to be appointed by the City Commission from applications submitted on forms as from time to time promulgated by the City Manager and approved by the City Commission and shall serve at the pleasure of the City Commission. The initial appointment of members shall be as follows: one (1) member of the board as established herein shall be appointed for a term of three (3) years; one (1) member for a term of two (2) years; and one (1) for a term of one (1) year. Thereafter all members shall be appointed for a three (3) year term.
Appointment:	By City Commission.
Reappointment:	Normal appointments expire March 28th of each year. Members may serve two 2 consecutive full terms only.
Qualifications:	One (1) seat on the board shall be designated for a licensed, or retired, architect or landscape architect with preference given to those who are city residents or whose business is located within the city; and two (2) seats for property owners or tenants of properties located within the respective entry corridors as defined in the City's adopted design standards for entry corridors. If insufficient qualified applicants for the property owner or tenant seats are received by the Clerk, the City Commission may appoint another licensed or retired architect or landscape architect to be seated in order to maintain the three (3) person board. The City Commission shall have final authority over the evaluation of qualifications received and appointment of board members.
Duties:	The administrative review and decision of a development permit application shall be as prescribed in the adopted DSEC. The CRC review and decision of a development permit or appeal of an Administration decision shall comply with the process and review criteria as prescribed in the adopted DSEC and this code.
Attendance:	Failure to attend two 2 of three 3 consecutive meetings without approval of the chair shall be considered a resignation of the position. Sec 28-128
Meetings:	Meets every 1 st Thursday of the month as-needed with a regular meeting in April for annual reorganization.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: April 2, 2025

RE: Reminder: Open Positions on Boards and Committees

Below is a list of Boards and Committees indicating current vacancies or upcoming term expirations. Your assistance in identifying and encouraging qualified candidates to apply is greatly appreciated.

- **Corridor Review Committee**
[1 Vacancy – Term Expiring 3/28/26]
- **Historic Architectural Review Board**
[1 Vacancy – Term Expired 3/28/25]
- **Lincolntown Community Redevelopment Steering Committee**
[3 Terms Expiring 4/30/25]
- **St. Augustine Firefighters' Pension Trust Fund, Board of Trustees**
[1 Vacancy, 5th Member – Term Expired 1/1/25]
- **St. Augustine Police Officers' Retirement System, Board of Trustees**
[1 Vacancy – Term Expiring 9/30/28]

Advertisements requesting applications for the above-referenced vacancies were published in the St. Augustine Record and posted on the City's website.

Sincerely,



Darlene Galambos
City Clerk

xc: Clerk's Office

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, February 24, 2025

The City Commission met in formal session Monday, February 24, 2025, at 5:00 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Nancy Sikes-Kline, and the following were present:

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

Also Present: David Birchim, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
Reuben Franklin, Assistant City Manager
Stephen Slaughter, Director, Public Works & Utilities
Amy Skinner, Director, Planning and Building
Melissa Wissel, Director, Communications
Jessica Beach, Chief Resiliency Officer and Deputy Director of Public Works & Utilities
Jennifer Michaux, Police Chief
Elyse Wiemann, Recording Secretary

MOMENT OF SILENCE and PLEDGE OF ALLEGIANCE

Mayor Nancy Sikes-Kline requested a moment of silence and Vice-Mayor Barbara Blonder led the pledge of allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

MOTION

Commissioner Jon DePreter **MOVED** to approve the Regular Agenda. The motion was **SECONDED** by Mayor Sikes-Kline and **APPROVED BY UNANIMOUS VOICE VOTE.**

3. Special Presentations, Recognitions and Proclamations

(None)

4. General Public Comments (3 minutes per individual)

The Commission heard from the following members of the public:

- Trevor Dumas
- Kristi Hamilton
- Nancy Murphy
- Scott York
- Shannon Sapp
- Patrick Crocetta
- Paul Andelis
- Pam Gray
- Fred Hathorn
- Tara Owen
- Eileen Reeve

- Deborah Myers
- Joseph Finnegain
- Pat Sullivan
- Jeff Milhorn
- John Valdes
- Eric Smith
- Tom Reynolds
- Pat Debose
- BJ Kalaidi

5. Consent Agenda

David Birchim, City Manager, read the Consent Agenda.

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON MARCH 24, 2025:

•Ordinance 2025-03: Amends the Future Land Use Designation of approximately 0.08 acres of property from City of St. Augustine Residential Low Density to City Commercial Low Intensity at 4 Locust Street.

•Ordinance 2025-04: Establishes the Zoning Designation of approximately 4.39 acres of property from undesignated to City Open Land (OL) at 179 State Road 16.

CA.3. Reminder of Upcoming Meetings:

•March 10, 2025 5:00PM–Regular City Commission Meeting

•March 24, 2025 5:00PM–Regular City Commission Meeting

•April 14, 2025 5:00PM–Regular City Commission Meeting

•April 28, 2025 3:30PM–Community Redevelopment Agency Meeting

•April 28, 2025 5:00PM–Regular City Commission Meeting

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

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

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

Proclamation 2025-09: Proclaims 2025 as New Mt Moriah Christian Ministries 100th Anniversary. (C. Garris, City Commissioner)

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

Proclamation 2025-08: Proclaims the month of March as Irish American Heritage Month in the City of St. Augustine. (N. Sikes-Kline, Mayor)

CA.8. Request for expenditure from the State Confiscation Fund for purchase of a recruitment website. (A. Cuthbert, Assistant Chief of Police)

CA.9. License Agreement for installation of an archaeological interpretive panel in the City's ROW. (I. Lopez, City Attorney)

CA.10. Nomination of Sisters of St. Joseph for the 2025 Adelaide Sanchez Award for Historic Preservation and Restoration. (N. Sikes-Kline, Mayor)

CA.11. Nomination of Cyndi Stevenson for the 2025 Adelaide Sanchez Award for Historic Preservation and Restoration. (N. Sikes-Kline, Mayor)

End Consent Agenda

5.A. Additions, deletions or modifications to Consent Agenda

Mayor Sikes-Kline asked for Item C.A. 9 to be pulled for further explanation.

Katherine Sims, Research and Collections Archeologist for the City's Archeology program and President of the St. Augustine Archaeological Association (SAAA), provided additional information on the installation of an historical panel to be

installed on the City's right-of-way across from the Alligator Farm.

Mayor Sikes-Kline thanked the SAAA for their hard work and for recognizing the City's authentic history.

5.B. Approval of Consent Agenda

MOTION

Mayor Sikes-Kline MOVED to approve the Consent Agenda. The motion was SECONDED by Commissioner Jim Springfield and APPROVED BY UNANIMOUS VOICE VOTE.

Mayor Sikes-Kline said the Adelaide Sanchez Award for the Sisters of St. Joseph and for Cyndi Stevenson. She said the Sisters of St. Joseph would be scheduled for the April 28th meeting at 4:30p.m. and on May 12th Cyndi Stevenson would receive her award, which would take place at 4:30p.m. She noted there was a Special Budget meeting on May 12th and asked if that could be moved to 3:00p.m.

Darlene Galambos, City Clerk, said the Special budget meeting on May 12th was originally scheduled for 3:30p.m. it was to discuss the Strategic Plan and the Capital Improvement Projects (CIP). She suggested moving the meeting to an earlier time to allow time for discussion.

Mr. Birchim stated 3:00p.m. was sufficient.

Commissioner Springfield said on April 28th there was a Community Redevelopment Agency (CRA) meeting at 3:30. He said with the award presentation at 4:30 would an hour be enough time since there were now three CRA's.

Ms. Galambos replied she would speak to Jaime D. Perkins, Neighborhood Services and CRA Manager, and see if an hour was sufficient.

6. Appeals

(None)

7. General Public Presentations, Items of Great Public Importance, and Other Items Requiring Public Hearings

7.A. General Public Presentations

(None)

7.B. Items of Great Public Importance

(None)

7.C. Other Items Requiring Public Hearing

(None)

8. Ordinances and Resolutions – Public Hearing Required.

8.A. Ordinances – Second Reading

8.A.1. Ordinance 2025-01: Requires a supermajority vote of the City Commission for PUD rezonings or amendments. (I. Lopez, City Attorney)

Isabelle Lopez, City Attorney, presented Ordinance 2025-01.

Public hearing was opened, and Commissioners heard comments from the following member of the public:

- John Valdes

Mayor Sikes-Kline said she was in support of the ordinance, and thought it was alarming that the State House of Representatives would be entertaining an expansion of the zoning category for the Live Local Act to include Planned Unit Developments (PUDs).

Ms. Lopez said the Live Local Act was enacted to expedite affordable housing developments in certain areas. She said if the development met certain guidelines, it could be administratively approved with the highest intensity and

density benefit. She said commercial, industrial or mixed-use zoned properties could be used for residential without having to be rezoned or go through the typical process. She said having a residential development in a commercial or industrial zone property was not necessarily an issue but if it were to include PUDs, it would be a substantial change to the Live Local Act.

Mayor Sikes-Kline said PUDs were a contract negotiation that began with the Planning and Zoning Board (PZB) and then that continued with the Commission. She felt there was not a high standard set for PUDs compared to the county. She said the City was very unique and it was hard to set minimum standards. She stated she was not opposed to growth or PUDs as PUDs were great tools when used correctly. She said that was the reason she was in support of the ordinance change. She said she wanted the City to have all the best tools to work with for zoning changes before the Commission.

Commissioner Springfield agreed with the mayor; however, was not in support of the change since the Commission only had five members. He said other municipalities had done this type of thing, but those Commission were larger and the ones that were smaller did not seem to pass PUDs. He said it could allow a commission to have more of a strategic agenda, thus making it more difficult for developers. He said at this time he was not in favor of passing the ordinance.

Commissioner DePreter said he did not see any evidence-based determination for a need or justification to suggest the change. He said it could steer developments towards nonnegotiable avenues and did not feel that by passing this the intent would change. He said PUDs were a valuable tool. He felt that the supermajority would conflict with the City's goals, because PUDs allowed for creative uses for land. He said the PZB was unanimous in their decision, and he agreed with the reasoning. He said he could not

support the ordinance even though it felt it was well intended.

Commissioner Garris stated that the members on the PZB had specific guidelines as to who could be on the board and were selected by the Commission. She said they were all professionals in their field and had the ability to navigate a PUD. She said since she had been on the Commission there had been only a few issues with the PUDs and those were able to be addressed. She did not see a reason for a majority vote, as she felt the PZB was more than capable of making a decision on a PUD and working with the Planning and Zoning Department.

Commissioner Blonder said the San Sebastian Harbor PUD was denied by the Commission but ultimately approved by the courts. She asked if the PZB voted in favor of the PUD.

Ms. Lopez said she recalled the amendment to the PUD was supported by the PZB and voted down by the Commission and then appealed.

Commissioner Blonder said she valued the hard work done by the PZB as they spend hours negotiating the project. She said this PZB, since she had been serving on the Commission, kept improving. She said that more than 90% of the city's buildable land was built out. She said every time a PUD was reviewed, they should do their best to obtain as much as could for the public benefit, as that had not always been done. She said as elected officials they had an obligation to defend the public benefit. She said there had to be checks and balances, which was why there were multiple boards. She felt the supermajority was a value tool with the preemptions that were already a challenge from the state and those that would come.

MOTION

Mayor Sikes-Kline MOVED to pass Ordinance 2025-01 on second reading.

The motion was SECONDED by Commissioner Blonder.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2025-01

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING SECTION 28-2 OF THE CODE OF THE CITY OF ST. AUGUSTINE PROVIDING DEFINITIONS FOR SIMPLE MAJORITY AND SUPERMAJORITY; AMENDING SECTION 28-289 OF THE CODE PROVIDING FOR SIMPLE MAJORITY AND SUPERMAJORITY VOTING TO ESTABLISH OR AMEND A PUD; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: Sikes-Kline, Blonder

NAYES: DePreter, Garris, Springfield

MOTION FAILED 2/3

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

(None)

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

(None)

9. Ordinances and Resolutions - No Public Hearing Required

9.A. Ordinances-First Reading

9.A.1. Ordinance 2025-03: Amends the Future Land Use Designation of approximately 0.08 acres of property from City of St. Augustine Residential Low Density to City Commercial Low Intensity at 4 Locust Street. (A. Skinner, Director Planning and Building)

Amy Skinner, Planning and Building Director, reviewed the Ordinance.

Commissioner DePreter said he watched the PZB meetings regarding this and it was clear that the Future Land Use Designation did not correspond with the Zoning.

Commissioner Garris asked how the land would be used.

Ms. Skinner said there was an existing residential structure on the property and there would be a short-term rental upstairs with a retail store below.

MOTION

Commissioner DePreter MOVED to pass Ordinance 2025-03 on first reading and moved to second reading. The motion was SECONDED by Commissioner Blonder.

Isabelle Lopez, City Attorney, read the Ordinance.

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION OF APPROXIMATELY 0.08 ACRES OF PROPERTY LOCATED AT 4 LOCUST STREET; NORTH OF LOCUST STREET AND EAST OF SAN MARCO AVENUE AS PORTIONS OF THE ABBOTT TRACT IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT DESIGNATION OF CITY OF ST. AUGUSTINE RESIDENTIAL LOW DENSITY TO A CITY DESIGNATION OF COMMERCIAL LOW INTENSITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE

VOTE ON MOTION:

AYES: DePreter, Blonder, Garris, Springfield, Sikes-Kline

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

9.A.2. Ordinance 2025-04: Establishes the Zoning Designation of approximately 4.39 acres of property from undesignated to City Open Land (OL) at 179 State Road 16. (A. Skinner, Director Planning and Building)

Amy Skinner, Planning and Building Director, reviewed the Ordinance.

Commissioner Garris confirmed that nothing would be built, and it would remain Open Land (OL).

Ms. Skinner replied in the affirmative. She said the problem was identified because they wanted to upgrade the substation and wanted to build a bulkhead to armor the property.

Commissioner DePreter thought that this property being zoned OL was the least intensive category.

MOTION

Mayor Sikes-Kline MOVED to pass Ordinance 2025-04 on first reading and moved to second reading. The motion was SECONDED by Commissioner Springfield.

Isabelle Lopez, City Attorney, read the Ordinance.

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING APPROXIMATELY 4.39 ACRES OF PROPERTY LOCATED AT 179 STATE ROAD 16 IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT UNDESIGNATED CLASSIFICATION TO THE CITY CLASSIFICATION OF OPEN LAND (OL); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: Sikes-Kline, Springfield, DePreter, Garris, Blonder

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

9.B. Resolutions

9.B.1. Resolution 2025-07: Approves the procurement of easements through negotiated conveyance or eminent domain for Lake Maria Sanchez flood mitigation and drainage improvement projects. (J. Beach, Chief Resilience Officer and Deputy Director of Utilities & Public Works)

Jessica Beach, Chief Resilience Officer and Deputy Director of Utilities & Public Works, reviewed the Resolution and provided a presentation.

Commissioner Blonder asked if the easement exhibits were owned by private owners and were the ones who had not signed to allow the improvements.

Ms. Beach replied in the affirmative.

Commissioner Blonder asked what the benefit was for the flood protection with rainfall and coastal flooding.

Ms. Beach said it was a ten-year level of service. She said if there was a foot of rainfall without the protection, it could be reduced to inches with it. She noted that the coastal benefit was largest as it could help keep the storm surge out of the larger parts of the City.

Michael Cavendish, attorney provided a brief overview of Resolution 2025-07.

Commissioner Springfield asked if he had done this type of work before and what the typical time period would be if there were appeals, court cases and delays; however, he said he knew the project was not scheduled until 2026.

Mr. Cavendish replied that he had in 1999. He said the proceedings were to start with

the initial hearing, which was requested, considered, and almost always given and title passed then, and construction could begin immediately. He said the rest of the proceeding was if there were a settlement, or a trial on valuation.

Ms. Beach added that the design was far along for the north phase of the project, but the southern portion had been held up by easements, and this was part of the quick take process as it would allow them to spend the resources and focus on the design. She said construction was further out on phase two.

Commissioner Blonder stated she had been through the eminent domain for her home in Nelmar Terrace and there was not a public benefit; however, she pointed out this was not the same situation. She said this was the complete opposite of that as these individuals would be allowed to stay in the home but would gain fifteen feet of yard, protection from flooding at no cost and better setbacks. She said she was in support of this as this was nothing similar to what she had experienced. She said the flooding had to be addressed.

Commissioner Springfield said eminent domain was not something he would normally support, at least 95% of the time; however, the City had taken the time in this situation speaking to the land owners. He said as much as it went against his property rights opinion and government oversight, he was in support of the project.

Commissioner DePreter said what he was looking at was the determination, the need, and the benefit. He said the flood projection benefit map showed that clearly. He said the public testimony was overwhelming and he thanked the neighborhood leadership and homeowners for having a consensus around the project. He said a lot of the flooding issues were a win-win situation for the City.

Commissioner Garris said much had been done to help take care of this neighborhood and she thanked everyone for expressing their concerns as she felt this was long overdue.

Commissioner Blonder thanked staff for their hard work and dedication.

MOTION

Mayor Sikes-Kline MOVED to pass Resolution 2025-07. The motion was SECONDED by Commissioner Blonder.

VOTE ON MOTION:

AYES: Sikes-Kline, Blonder, DePreter, Garris, Springfield

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

10. Staff Reports and Presentations

10.A. Town Plan Historic District Lighting Study. (R. Franklin, Assistant City Manager)

Reuben Franklin, Assistance City Manager, reviewed the Town Plan Historic District Lighting Study. He discussed the following with the Commission:

- Study Limits
- Data Collection
- Results
- Proposed Improvements: Short Term and Long Term

Commissioner DePreter agreed that the Kelvin or lighting temperature was very important for the atmosphere. He asked if there were different bulbs or would filter be used.

Mr. Franklin replied that currently there were frosted panes used to help with the warmth. He said in the past and currently in the plaza, there were high sodium pressure lamps, which were in the warmer range just under 2000 Kelvin, but with Light Emitting Diode (LED), that temperature level was unable to be reached. He said the Historic Architectural Review Board

(HARB) approved the 2700/2800 Kelvin, the lowest with frosted pane panels for Charlotte Street and Treasury Street. He said Spanish Street was brightly lit and they were looking at ways to dim it to bring it into the optimal range.

Commissioner Garris noted that Cordova Street was very dark. She asked how the lighting plan would be implemented.

Mr. Franklin replied that the short-term plan would be to focus on pedestrian crossing locations. He said there were thirteen power poles on Cordova Street, and most had lights on them. He said an option would be to add a second light to help illuminate the sidewalk better. He said what would really help Cordova Street would be a complete redesign and rebuilding it with pedestrian scale lighting along the corridor, which would be a long-term goal within the next five to ten years.

Commissioner Garris asked in the meantime would the sidewalk light be added.

Mr. Franklin said Cordova Street specifically, since there were power poles, they were trying to improve the lighting with adding the shorter light for the sidewalk.

Commissioner Springfield said he was concerned with the timeline as the plaza was very dark except during Nights Of Lights!. He felt something had to be done temporarily to light up some of those areas. He agreed the pedestrian crosswalks needed to be lit but one concern when this lighting study was requested, where employees leaving work between 2:00 a.m. and 3:00 a.m. He said this was the time when the lights on the homes were turned off and it was even darker outside.

Commissioner Blonder asked if the lights installed would be downward facing to help eliminate glare and not ruin the night sky.

Mr. Franklin replied that for the overhanging lights that were much higher up, shields could be installed.

Mayor Sikes-Kline asked for further clarification about Cordova Street and the Florida Power and Light (FPL) overhead lighting.

Mr. Franklin said the short-term solutions were to work with FPL on Cordova Street to install overhead lighting. He said this would allow more lights to be added to the poles to illuminate the sidewalk without having to do a full roadway construction project. He said if pedestrian scale lighting were installed, it would have to be removed in the next few years. He said the lighting for the plaza had to be presented to HARB to keep with the historic lighting.

Mayor Sikes-Kline commented that she wanted to leave the City better than it was and she was willing to hold out for pedestrian scale lighting that was appropriate. She said this lighting study originated from the discussion regarding the nightlife downtown. She said the Responsibility Hospitality Institute (RHI) conducted an assessment and improving lighting in the dead zones was one of the outcomes. She said it was supported by the public safety round table, the women's focus group, and multiple interviews with venues in the downtown area. She understood the need to make downtown safer, but she did not want to tarnish the area.

Mr. Franklin suggested focusing on a corridor for the business community.

Mayor Sikes-Kline recalled that most of the complaints were on Charlotte Street.

Mr. Franklin said Spanish Street was well lit and it could be connected to the small section of St. George Street and that way at least one corridor was within optimal range, while lighting the pedestrian crossings, and then being able to achieve

the long-term goals of a complete street redesign.

Commissioner Springfield noted that if there were pedestrians going to the parking garage, they could then use the lit streets. He said he thought this was a good solution.

Commissioner DePreter agreed with the kelvin temperature concerns mentioned by the mayor.

Mr. Franklin asked for consensus on the following steps to move forward:

- Short-term goals
 - Focus on a corridor that was in the optimal range which was 10-20 lux
 - Focus on pedestrian crosswalks to be well lit
- Long-term goals
 - Redevelopment of Cordova Street and Charlotte Street
 - Redevelopment of all the streets overtime

There was consensus to move forward as outlined.

10.B. Proposed 2025 Citizens' Academy. (R. Franklin, Assistant City Manager)

Reuben Franklin, Assistance City Manager, discussed the Proposed 2025 Citizens' Academy as this would be the first for the City.

Commissioner Springfield said he was in support of the academy; however, cautioned not to create too much of a burden on staff. He said he wanted to have an online component as that was part of city government 101, as many people did not understand all the different roles. He said if the program was successful, it could be done more than once a year by limiting the program to twenty people.

Commissioner Blonder agreed, and thought it was well overdue. She said she

liked having this information available online for it to be more accessible. She said this would be a great resource. She asked how people could apply.

Mr. Franklin said there would be an application, which could be emailed or dropped off to the City Mangers office. He said there would be a press release with the application and would be advertised in News and Notes.

Commissioner Garris suggested moving the mobility and parking discussion up then taking them to the parking garage so that they could better understand the process.

Commissioner DePreter felt it was a great idea.

Mayor Sikes-Kline said she was excited about the program. She said to make the community and country better you had to engage in democracy. She said this was one way to learn more about the City. She said the County had a similar program and it was very successful.

There was consensus to move forward with the 2025 Citizens' Academy.

11. ITEMS BY CITY ATTORNEY

11.A. 2025C Special Legislative Session Update—for informational purposes only. (A. Owen, Assistant City Attorney)

No presentation made, provided by the City Attorney's Office for information purposes.

12. ITEMS BY CITY CLERK

12.A. Notification of three (3) term expirations on the Lincolnville Community Redevelopment Area Steering Committee. (D. Galambos, City Clerk)

Darlene Galambos, City Clerk, notified the Commission of three term expirations on

the Lincolnville Community Redevelopment Area Steering Committee (LCRA). She said the terms expire on April 30, 2025, and outreach and advertisement would be done accordingly. She said all three members were eligible to reapply.

13. ITEMS BY CITY MANAGER

(None)

14. Items by Mayor and Commissioners

Mayor Sikes-Kline acknowledged the gentlemen with mold issues in his rental apartment, she asked if the city could explore if there was anything that could be done locally in these situations to protect tenants.

Ms. Lopez said the ordinance was specific to federally protected classes. She said they were limited through preemptions on landlord/tenant rent control issues. She said she could look into other options if advised by the Commission. She said the challenge was these were private contracts and normally the City did not get involved in private matters.

Commissioner Garris said he had tenant rights just like landlords had specific rights. She suggested that he speak to the Family Service Department in the County.

Ms. Lopez stated there was a self-help desk at the County Clerk's office.

Commissioner Blonder said mold was a serious health condition especially with the storms we get. She suggested lobbying for a bill to be supported by a legislator to help address this at the state level.

Mayor Sikes-Kline asked if the commission agreed to have the City Attorney, Ms. Lopez, investigate this further and make any suggestion if there were any.

Ms. Lopez said the suggestions could be provided to the Commission only.

Mayor Sikes-Kline said there was an accusation of public records being deleted. She was concerned by this, and they were asked to have an investigation done by the Florida Department of Law Enforcement (FDLE). She said she understood this was a sensitive topic but thought it needed to be addressed.

Mr. Birchim said this matter was being investigated and had been investigated by our local police department through several internal investigations, by the FDLE, by Clay County Sheriff's Department, and another investigation was being opened on other matters, some of what was mentioned and there was warning of civil litigation.

Mayor Sikes-Kline said there was a request from BJ Kalaidi about a wall plaque on what use to be the Monson Hotel, now known as the Hilton Hotel. She said that the owner, Mr. Patel, had agreed to add a plaque on the steps where Martin Luther King, Jr., was arrested, and the original pool could not be kept; however, he recreated the pool in the same location. She said a plaque noting the significance of the pool was added to the inside of the pool enclosure. She felt the intention was not to hide the plaque about the pool, she suggested asking Mr. Patel to add another plaque on the outside for everyone.

Mr. Birchim replied that he thought there were two plaques in the pool area, and one part of the story was on the outside wall plaque with tiles that led into the pool area with the rest of the story.

Commissioner Garris thanked the Old City Neighborhood chairperson for reaching out to their neighbors with the correspondence letter regarding the easements for the property. She thanked Scott York for the heartwarming story about the family that visited St. Augustine. She said this just proved that the City's impact stretched far past Nights of Lights! and more towards the history of the City.

Commissioner Springfield asked for clarification regarding the tenant research request and pointed out there might not be a way for them to assist.

Ms. Lopez replied that there were preemptions on "controls regarding rent", so that could not be done. She said she had not explored other avenues. She said she could provide more information at a future meeting. She said there were laws for tenants; however, understanding them and being able to implement them usually required litigation.

Commissioner Springfield said he attended the St. Augustine Business Coalition meeting along with Melissa Wissel, Communications Director, and Mr. Birchim, and they asked questions regarding the Nights of Lights! and the noise ordinance. He said there were lots of opinions; however, they were very positive. He asked if the dates for Nights of Lights! had been set for this year.

Ms. Lopez replied there were two options, traditional dates adopted by resolution or there was a boundary set by the City Code. She said the time could be changed annually by resolution.

Mayor Sikes-Kline asked if the Coalition had suggested different dates.

Commissioner Springfield replied they had suggested eliminating most of January and moving it to start earlier in November.

Commissioner DePreter said he had been following the 'fill' ordinance and commended the City for addressing this topic. He said this would be beneficial to the community. He said there would be a workshop in March and encouraged those to attend.

Commissioner Blonder said she attended an open house at the Homeless Coalition and commended them for all the work they do for the community. She said she had received an email from a citizen about the

Coastal Retreat buyout. She said she was unsure if this was something the City wanted to explore, but thought it was an option for people who wanted to move from their home after repetitive losses. She said there was a program called Elevate Florida Program, which was a residential mitigation program. She commended Ms. Beach for being proactive with these types of programs.

15. Adjournment

There being no further business, the meeting was adjourned at 7:47 P.M.¹

Nancy Sikes-Kline, MAYOR

Darlene Galambos, CITY CLERK

¹ Transcribed by Elyse Wiemann

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, March 10, 2025

The City Commission met in formal session Monday, March 10, 2025, at 5:00 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Vice-Mayor Barbara Blonder, and the following were present:

1. Roll Call: Barbara Blonder, Vice Mayor/City Commissioner
Cynthia Garris, City Commissioner
Jim Springfield, City Commissioner
Jon DePreter, City Commissioner

Absent: Nancy Sikes-Kline, Mayor/City Commissioner

Also Present: David Birchim, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
Reuben Franklin, Assistant City Manager
Melissa Wissel, Director, Communications
Jennifer Michaux, Police Chief
Elyse Wiemann, Recording Secretary

MOMENT OF SILENCE and PLEDGE OF ALLEGIANCE

Vice-Mayor Barbara Blonder requested a moment of silence and Commissioner Cynthia Garris led the pledge of allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

MOTION

Commissioner Jim Springfield **MOVED** to approve the Regular Agenda. The motion was **SECONDED** by Commissioner Jon DePreter and **APPROVED BY UNANIMOUS VOICE VOTE.**

3. Special Presentations, Recognitions and Proclamations

3.A Proclamation 2025-03: Proclaims March 2025 as National MS Awareness Month. (B. Blonder, Vice Mayor)

3.B Proclamation 2025-10: Proclaims March 2025 as Archaeology Month. (N. Sikes- Kline, Mayor)

3.C Proclamation 2025-11: Proclaims March 17-21, 2025 as Government Finance Professionals Week. (N. Sikes-Kline, Mayor)

3.D Proclamation 2025-14: Proclaims March 2025 as National Women's History Month. (B. Blonder, Vice Mayor)

4. General Public Comments (3 minutes per individual)

The Commission heard from the following members of the public:

- Shannon Sapp
- Nancy Murphy

5. Consent Agenda

David Birchim, City Manager, read the Consent Agenda.

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON MARCH 24, 2025:

- Ordinance 2025-03: Amends the Future Land Use Designation of approximately 0.08 acres of property from City of St. Augustine Residential Low Density to City Commercial Low Intensity at 4 Locust Street.

- Ordinance 2025-04: Establishes the Zoning Designation of approximately 4.39 acres of property from undesignated to City Open Land (OL) at 179 State Road 16.

CA.3. Reminder of Upcoming Meetings:

- March 24, 2025 5:00PM–Regular City Commission Meeting
- April 14, 2025 5:00PM–Regular City Commission Meeting
- April 28, 2025 3:30PM–Community Redevelopment Agency Meeting
- April 28, 2025 4:30PM–Adelaide Sanchez Award Presentation to the Sisters of St. Joseph
- April 28, 2025 5:00PM–Regular City Commission Meeting

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

- January 27, 2025, Regular City Commission Meeting

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

- 4564 Fourth Avenue-Ironsides Land Trust

CA.6. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED).

(TO BE READ AT A SUBSEQUENT MEETING). NONE.

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

CA.8. Advancement of Nomination for selection of the Sisters of St. Joseph and Cyndi Stevenson for the 2025 Adelaide Sanchez Award for Historic Preservation and Restoration. (N. Sikes-Kline, Mayor)

CA.9. Approval of the Edward Memorial Justice (JAG) Grant for the purchase of the four (4) vehicle mounted radios. (J. Michaux, Chief of Police)

CA.10. Marlow V. City of St. Augustine-Invoice for Professional Services. (I. Lopez, City Attorney)

End Consent Agenda

5.A. Additions, deletions or modifications to Consent Agenda

(None)

5.B. Approval of Consent Agenda

MOTION

Commissioner Springfield **MOVED** to approve the Consent Agenda. The motion was **SECONDED** by Commissioner DePreter and **APPROVED BY UNANIMOUS VOICE VOTE.**

6. Appeals

(None)

7. General Public Presentations, Items of Great Public Importance, and Other Items Requiring Public Hearings

7.A. General Public Presentations

(None)

7.B. Items of Great Public Importance

(None)

7.C. Other Items Requiring Public Hearing

(None)

8. Ordinances and Resolutions – Public Hearing Required.

8.A. Ordinances – Second Reading

(None)

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

(None)

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

(None)

9. Ordinances and Resolutions - No Public Hearing Required

9.A. Ordinances – First Reading

(None)

9.B. Resolutions

(None)

10. Staff Reports and Presentations

(None)

11. ITEMS BY CITY ATTORNEY

11.A. 2025 Legislative Session-for informational purposes only. (A. Owen, Assistant City Attorney)

Isabelle Lopez, City Attorney, provided a brief overview of the legislative items and

highlighted the bills that were important to local governments which could profoundly affect the City. She said there were many Land Use and Development Regulations bills, with the most important being House Bill (HB) 943. She said most of those bills could affect the way the City handled zoning, land use, and permitting in general, limiting the City's regulations. She said there were amendments to the Live Local Act, which required local governments to incentivize affordable housing, allowing an increased density and intensity if certain requirements were met, and would now include Adult Dwelling Units (ADU) such as 'granny flats' or garage apartments. She said this would no longer allow these properties to be regulated differently than the surrounding properties, and it would not differentiate if the property was for a long-term or a short-term rental.

Commissioner Blonder felt the City could be more proactive, as they had been in the past with other legislative bills.

Commissioner Springfield said one of his main concerns were restrictions on cities. He said a Community Development District (CDD) had more ability to control their environment than a City. He said the State was taking away the rights of the City.

Commissioner Garriss said it was difficult when there were so many regulations, which made it hard for the City to govern accordingly. She asked if this would prevent tiny homes from being allowed on people's property.

Ms. Lopez said this would stop the City from regulating those. She said they would be considered an ADU or what was sometimes known as a 'granny flat'. She said this bill would allow these everywhere without a public hearing or having to meet criteria regulations. She said this could be beneficial for some areas with the need for affordable housing; however, if the area was high tourism like the City, it could increase the amount of short-term rentals

because these types of units rarely became full time dwellings.

Commissioner Garris asked if Code Enforcement was able to help with this matter.

Ms. Lopez replied that Code Enforcement was unable to, even under the existing laws they were not, and these bills would allow even more ADUs on the parcel without requiring regulations. She said most were supportive of affordable housing tiny homes, and 'granny flats', but if that was not coupled with the ability to limit them to "true rentals" and not vacation rentals then the problem was not being solved.

Commissioner DePreter said he was in support of ADUs, but the situation was different because they were not short-term rentals, and there were code regulations; however, that had changed. He said the contradictory nature of the bills was difficult. He said allowing tiny homes could be beneficial for affordable housing and helpful to working families or the elderly to make extra income. He said adding these without allowing regulations made it hard. He said he would like to see affordable housing units but not under the conditions they were being offered.

Ms. Lopez said Senate Bill (SB) 634 and HB401, created single family residential use or single-family hybrid housing use. She said these would allow the ability to differentiate the difference between owner occupied property and one that was a "hybrid" housing. She said it appeared that these two bills were trying to give the City more control. She said she would do a bit more research and provide more information at a later date. She noted other bills discussing Homestead and Ad Valorem tax exemptions. She said there was one bill that wanted to study the concept of removing all property taxes, known as Ad Valorem tax from governments. She said the finance department had reviewed some of the

impacts of the reductions, as this could really affect the City. She mentioned there were other bills regarding driving through flood waters and creating wakes, flood waters and emergencies, several related to law enforcement, firefighters benefit updates and illness related to their line of work, more on building permits, and one that limited the number of years a Community Redevelopment Area (CRA) could be active. She said the bill regarding the CRA's could affect the City since there were almost three in the City.

Commissioner Blonder asked if the third CRA would be complete before October 1, 2025.

Mr. Birchim replied that the CRA had been created; however, the plan had not been adopted, but that should not be an issue.

Commissioner Garris mentioned the bills related to eliminating property taxes and the effects it could have. She questioned the homestead exemptions as one bill wanted to eliminate it, and another wanted to increase it to \$75,000. She asked for clarification.

Mr. Birchim replied that there was a bill that would increase homestead exemption to \$75,000 and another that would increase all exemptions to \$100,000, even non-homesteaded properties would receive that. He said that would result in less Ad Valorem taxes coming into the City. He said Meredith Breidenstein, Assistance City Manager and the Finance department, had calculated the impacts of this if it were to pass, and this information would be provided to the Commission. He said if property taxes were eliminated entirely, the City would not be able to operate.

Commissioner DePreter felt the property taxes were more political and had nothing to do with planning. He thought there was a larger issue when it came to homestead exemptions, which had to do with property insurance. He said it should be followed.

Commissioner Springfield said the reduction in the property tax and increase in homestead exemption was positive for residents, even though it hurt the City. He said the City had considered a reduction in the millage rate in the past and he understood there would be a comprehensive report this year on how this could affect the City. He said as of today, he was not in support of either as the State and Federal Governments were drastically cutting services to those who needed assistance. He said this would increase the burden for cities and the people who were receiving the services would no longer have them available. He stated many non-profit organizations in St. Augustine that help fill the gap with the homeless, food banks and other things that the federal governments were not supporting. He said if these programs were cut, it would be up to private citizens and that the amount of influx it would be unmanageable. He said the State, following the Federal Government, in trying to establish their own Department of Government Efficiency (DOGE), which he was in favor of reducing waste and federal expenditure; however, he was not in favor of it at the cost of the people in small towns.

Commissioner Blonder agreed with Commissioner Springfield. She said if there were no property taxes the money would have to come from elsewhere. She said the City had a higher level of services than other locations and if property taxes were eliminated, it could result in increased taxes for businesses, higher sales tax, and could put an end to tourism altogether, which was one of the biggest sources to help regulate the amount of taxes collected. She said SB50, Nature-based Methods for Improving Coastal Resilience, was monitored by Jessica Beach, City Chief Resiliency Officer. She said there were two bills that had been actively supported in the City HB717 and SB582, Unlawful Demolition of Historical Buildings and Structures, and she hoped there would be support for both of those bills. She supported the idea of property owners who

invested in making their properties more resilient or elevating them would not have to pay additional property tax if their assessments increased. She said HB73 and SB156 were the Safe Waterways Act, which was important, as it would increase monitoring for impaired waters where people swim in particular and would require signs if fecal amount were high, which would help maintain water quality.

Ms. Lopez clarified that if the CRA bill passed, all the CRAs would terminate in FY 2045 and could not be extended.

12. ITEMS BY CITY CLERK

12.A. Proposed changes to the 2025 meeting schedule. (D. Galambos, City Clerk)

Darlene Galambos, City Clerk, discussed the proposed time change to the 2025 Community Redevelopment Agency meetings and recommended having the April, July, and October meetings begin at 3:00p.m.

There was Board consensus to move the meetings to 3:00p.m.

12.B. Request for one (1) appointment-Corridor Review Committee (CRC). (D. Galambos, City Clerk)

Darlene Galambos, City Clerk, requested one appointment to the Corridor Review Committee (CRC). She said the term would expire March 28, 2025, and received one application from the current Board member Lorna MacDonald, who was eligible for reappointment.

MOTION

Commissioner DePreter MOVED to reappoint Lorna MacDonald to the Corridor Review Committee. The motion was SECONDED by Commissioner Springfield and APPROVED BY UNANIMOUS VOICE VOTE.

12.C. Request for two (2) appointments for the Historical Architectural Review Board (HARB)—one (1) regular and one (1) alternate member. (D. Galambos, City Clerk)

Darlene Galambos, City Clerk, requested two appointments to the Historic Architectural Review Board (HARB) one regular board member and one alternate board member. She said after advertising two applications were received, one from Brad Beach who was a current board member and the other from Barbara Wingo who was the current alternate board member who were both eligible for reappointment.

MOTION

Commissioner DePreter MOVED to reappoint Brad Beach and Barbara Wingo to the Historic Architectural Review Board (HARB). The motion was SECONDED by Commissioner Springfield and APPROVED BY UNANIMOUS VOICE VOTE.

Commissioner Springfield noted on the next item that there were three vacancies listed for HARB and after these two appointments, would there be only one vacancy.

Ms. Galambos replied in the affirmative.

12.D. Reminder of Open Positions on Boards and Committees. (D. Galambos, City Clerk)

Darlene Galambos, City Clerk, said this would be a continuous item for information to notify the Commission of the different Board positions that were vacant or had upcoming term expiration.

Commissioner Springfield commented that he was surprised there were three vacancies on the Lincolnville Community Redevelopment Area (LCRA) Steering Committee as there were many community members that might want to volunteer.

Ms. Galambos replied that those were not vacancies but upcoming term expirations. She said applications were being accepted at this time and some had been received. She said moving forward, upcoming term expirations and vacancies would be stated clearly. She noted there were vacancies on the Police and Fire Pension Boards.

Commissioner Blonder said the Citizens Academy was at a capacity of twenty and thought it could be used to help fill openings.

13. ITEMS BY CITY MANAGER

David Birchim, City Manager, said they had just returned home from Poland where they had accompanied Mayor Sikes-Kline for the 10th European Congress of Local Governments. He said the mayor spoke during two sessions about local governments and the challenges with tourism. He said that apart from flooding and hurricanes, we were facing the same challenges as other European cities with over tourism when it came to parking, transportation, traffic congestion, vacation rentals, and the loss of authenticity with local cuisine and restaurants. He said all the same things that we discussed locally that were an impact from tourism were the same as they dealt with.

Commissioner Blonder said she was pleased that they were able to attend, share the challenges, and brainstorm ideas.

14. Items by Mayor and Commissioners

Commissioner Garris said Shannon Sapp had come before the Commission expressing her concerns and she hoped at the next meeting there could be an update on that situation. She welcomed Mr. Birchim back from his trip and thanked Meredith Breidenstein for meeting with her for the weekly meeting. She said her church, New Mt. Moriah Christian Ministries, appreciated the proclamation for celebrating their 100th Anniversary.

Mr. Birchim said he would provide what he could about the situation regarding Ms. Sapp.

Commissioner Blonder said she had the opportunity to volunteer at Habitat for Humanity and work on the Women's Build Day. She encouraged everyone to participate as it was a great program. She said it was March, and people were still voicing their concerns about Nights of Lights! (NOL). She said with the impacts Nights of Lights! had, she directed staff to prepare a resolution to temporarily reduce the dates for the upcoming 2025 season. She asked for it to start Thanksgiving weekend to the weekend after New Years, January 5, 2026. She said there were three reasons as to why she had made this request. She asked if a consultant had been retained.

Mr. Birchim replied that the solicitation had been prepared and was being advertised.

Commissioner Blonder stated that we were in the process of securing a consultant, who would make recommendations that the Commission would have to consider and deliberate on with public input. She said that the process would not be completed in time for the NOL 2025 season. She said they needed more time to implement the changes and with limited time, it would not get better by itself. She said secondly, the King Street Bridge would be under construction and could have an undetermined and significant impact on the City and during NOL. She said lastly, if it began later in November, hurricane season would be over, and it would limit the number of repairs before the NOL season started.

Ms. Lopez asked for clarification on the dates. She said Light Up Night would take place on Thanksgiving Day, a Thursday and end January 5th, a Sunday.

Commissioner Blonder asked for a recommendation from staff as to the best day to hold Light Up Night. She said she

wanted it to be significantly shortened and to start in late November. She asked for staff to add to an upcoming agenda a report on the vehicles for hire and options for licensing.

Commissioner Garris said she saw a rumor about cruise ships being allowed to come here to port. She said there was not a port to allow this, and the blame was being placed on the mayor. She said she wanted to clarify that this was not happening.

Commissioner Springfield said there was a cruise ship parked in the inlet for five days. He said he had no other information about it nor where it was from.

Mr. Birchim replied that the City was not advocating for that and never had.

15. Adjournment

There being no further business, the meeting was adjourned at 6:16 P.M.¹

Nancy Sikes-Kline, MAYOR

Darlene Galambos, CITY CLERK

¹ Transcribed by Elyse Wiemann

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: March 26, 2025

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 946 PEARL STREET**

Enclosed is a Satisfaction and Release of Mortgage for 946 Pearl Street, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine and Anthony and Patricia Dailey. The mortgage was recorded in the Public Records of St. Johns County on June 4, 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 April 14, 2025 City Commission meeting.

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



April R. Owen
Assistant City Attorney

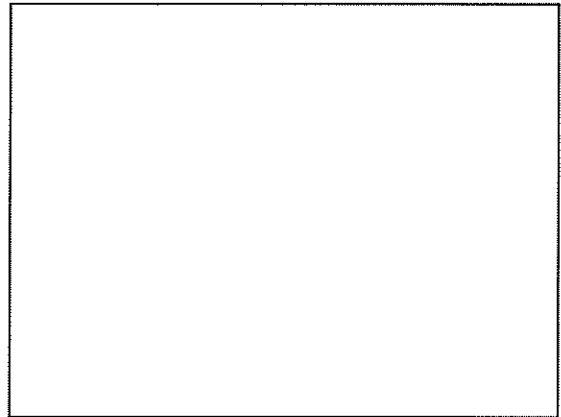
/s/
Attachment

xc: Darlene Galambos, City Clerk (with original)

Agenda Title:

Release of Unit Connection Fee Mortgage for 946 Pearl Street.

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 **ANTHONY and PATRICIA DAILEY**, whose address is 946 Pearl Street, St. Augustine, Florida 32084, their 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 April 10, 2019, recorded at Official Records Book 4734, Page 802, 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 Mortgagors from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 4734, Page 802, 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 _____, 2025.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

Darlene Galambos, City Clerk
(S E A L)

By: _____
Nancy Sikes-Kline, Mayor-Commissioner

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

WITNESS my hand and official seal, this _____ day of _____, 2025.

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION: THE SOUTH SIXTY-TWO AND ONE HALF (62-1/2) FEET OF LOT TWENTY-SEVEN (27) OF BLOCK EIGHTY-SIX (86) OF THE AFRO-AMERICAN SUBDIVISION, AS PER PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF CIRCUIT COURT OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 117120-0000

LOCATION ADDRESS: 946 PEARL STREET, ST. AUGUSTINE, FLORIDA 32084

**UNIT CONNECTION FEE
MORTGAGE**

Public Records of St. Johns County, FL
Clerk number: 2019038431
BK: 4734 PG: 802
6/4/2019 9:25 AM
Recording \$52.50
Doc.M: \$17.15
Int. Tax \$9.79

THIS MORTGAGE, by and between **Anthony and Patricia Dailey**, whose address is **55 North Whitney Street**, (hereinafter called "Mortgagor") and **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized under the laws of the State of Florida, whose address is **P.O. Box 210, Attention Financial Services Department, St. Augustine, Florida, 32085** (hereinafter called "Mortgagee").

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

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

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

And the Mortgagor further covenants as follows:

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

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

3. That the Mortgagee will make monthly payments in the amount of \$53.47 for 120 months.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 10th day of April 2019.

Signed, sealed and delivered in the presence of:

Lawrence C. LaFleur
Witness
Printed Name: Lawrence C. LaFleur

BY: Patricia Dailey
(Printed Name) Patricia Dailey
(Address) 55 North Whitney Street
(Telephone) 904-829-2756

Witness
Printed Name: _____

Lawrence C. LaFleur
Witness
Printed Name: Lawrence C. LaFleur

BY: Anthony DAILEY
(Printed Name) Anthony Dailey
(Address) 55 North Whitney Street
(Telephone) 904-829-2756

Witness
Printed Name: _____

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

LEGAL DESCRIPTION

The South sixty-two and one-half (62-1/2) feet of Lot Twenty-seven (27) of Block Eighty-six (86) of the Afro-American Subdivision, as per plat thereof on file in the office of the Clerk of Circuit Court of St. Johns County, Florida.

Parcel No. 117120-0000

Exhibit "A"

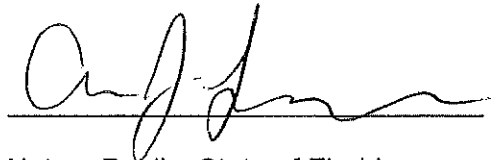
FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

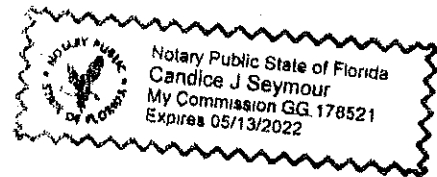
COUNTY OF St. Johns

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

Witness my hand and official seal, this 10th day of April 2019.



Notary Public, State of Florida



**UNIT CONNECTION FEE
PROMISSORY NOTE**

APPLICANT(S) NAME: Anthony and Patricia Dailey
ADDRESS: 55 North Whitney Street
Saint Augustine, FL 32084

\$4,893.60

St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises **located at 946 Pearl 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 **\$4,893.60 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **5.65 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **53.47 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.

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

Exhibit "B"

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

Signed, sealed and delivered **Dated as of: April 10, 2019**, in the presence of:

Law C. La Fleur
Witness
Printed Name: Lawrence C. La Fleur

Law C. La Fleur
Witness
Printed Name: Lawrence C. La Fleur

BY: Patricia Dailey
(Printed Name) Patricia Dailey
(Address) 55 North Whitney Street
(Telephone) 904-829-2756

BY: Anthony Dailey
(Printed Name) Anthony Dailey
(Address) 55 North Whitney Street
(Telephone) 904-829-2756

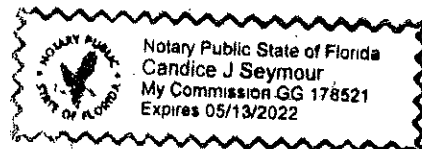
STATE OF FLORIDA

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, **Anthony and Patricia Dailey**, who is personally known to me or who has produced Drivers' Licences as identification and is the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 10th day of April 2019.

Candice J. Seymour
Notary Public, State of Florida





Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

***WHEREAS**, while children are vital to our country's future success, prosperity, and quality of life, they are also our most vulnerable members of society; and*

***WHEREAS**, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and*

***WHEREAS**, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and*

***WHEREAS**, communities must make every effort to promote programs that benefit children and their families; and*

***WHEREAS**, effective child abuse prevention programs succeed because of partnerships among agencies, schools, faith based organizations, law enforcement agencies, and the business community; and*

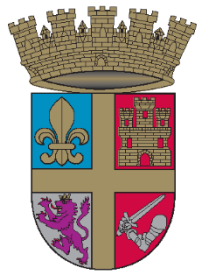
***WHEREAS**, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment; and*

***WHEREAS**, prevention remains the best defense for our children and our families.*

***NOW, THEREFORE**, be it proclaimed, by the City Commission of the City of St. Augustine, Florida that April 2025 be known as "**NATIONAL CHILD ABUSE AND NEGLECT PREVENTION MONTH**" and urges all citizens to work together to help reduce child abuse and neglect significantly in years to come.*

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of St. Augustine to be affixed this 28th day of April in the year of our Lord two thousand and twenty-five and the four hundred and fifty-ninth year of the founding of St. Augustine, the Nation's Oldest City.*

Nancy Sikes-Kline, Mayor



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

***WHEREAS,** excellence in education is vital to the success of our city; and in St. Augustine, FL we seek to instill each child and adolescent with a good education; and*

***WHEREAS,** by preparing our students for the responsibilities and opportunities of the future, education develops the intellect through lessons on literacy, math, and science; and*

***WHEREAS,** the Rebbe, Rabbi Menachem Schneerson, of righteous memory, dedicated his life to the betterment of mankind and tirelessly advocated for a better education for all Americans; and*

***WHEREAS,** the Rebbe taught that education should not be limited to the acquisition of knowledge and preparation for a career, but also on character building, with emphasis on the universal moral and ethical values that are the basis of any peaceful civilized society; and*

***WHEREAS,** the United State Congress has established “Education & Sharing Day, USA” as an annual national day to commemorate the Rebbe’s achievement’s; and the lessons and the vision he set forth are relevant to us all today.*

***NOW, THEREFORE, BE IT PROCLAIMED** the City Commission of the City of St. Augustine, does hereby proclaim **April 9, 2025**, as **EDUCATION & SHARING DAY, ST. AUGUSTINE, FL** and calls upon educators, volunteers, and citizens, to reach out to young people and work to create a better, brighter, and more hopeful future for all.*

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

Nancy Sikes-Kline, Mayor

*City of St. Augustine
City Commission*

Certificate of Recognition

Presented In Honor to

Charlie Robles

In Celebration of Retirement

In recognition of your outstanding dedication and hospitality as General Manager of The Collector, Luxury Inn & Gardens. Your leadership and passion have contributed greatly to the success of The Collector and to the tourism industry in the Nation's Oldest City. You leave a legacy of commitment and service to the greater St. Augustine community that will endure for years to come.



Nancy Sikes-Kline, Mayor

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: March 31, 2025

RE: Maintenance and Hold Harmless Agreement

Enclosed please find an Agreement between the City and St. Johns County, Florida to allow the installation and maintenance of improvements such as a pedestrian crosswalk with rectangular rapid flashing beacons (RRFB) and signage within a portion of the County-owned right-of-way located near the intersection of West King Street and South Whitney Street subject to certain conditions.

The conditions include but are not limited to the City's agreement to indemnify and hold the County harmless from damages and expenses that may be incurred as a direct or indirect result of such use of the County-owned right-of-way. In addition, the City will be responsible for the maintenance, repair, replacement and removal of the improvements upon their completion.

Please place this agreement on the Consent Agenda for the City Commission meeting on April 14, 2025. If you have any questions, please let me know. Thank you.



Reuben C Franklin, P.E.
Assistant City Manager

Attachments
Maintenance and Hold Harmless Agreement

Agenda Title:

Maintenance and Hold Harmless Agreement for installation and maintenance of a pedestrian crosswalk at the intersection of West King Street and South Whitney Street.

MAINTENANCE AND HOLD HARMLESS AGREEMENT

THIS MAINTENANCE AND HOLD HARMLESS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2025, by and between ST. JOHNS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is 500 San Sebastian View, St. Augustine, Florida 32084, (the "County"); and CITY OF ST. AUGUSTINE, whose mailing address is P.O. Box 210, St. Augustine, Florida 32085-0210 (the "City").

Recitals

WHEREAS, the City is a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, and St Johns County is responsible for the operation and maintenance of certain roads and traffic signals within the St. Augustine City Limits within St. Johns County, Florida; and

WHEREAS, certain improvements consisting of a pedestrian crosswalk together with rectangular rapid flashing beacons RRFB and signage ("Improvements") have been installed and constructed within a certain portion of the County-owned right-of-way commonly referred to as West King Street (the "County Right-of-Way"), and located near the intersection of South Whitney Street, as more particularly depicted in Exhibit "A" attached hereto and incorporated by reference; and

WHEREAS, the County has agreed to allow the installation and maintenance of the Improvements within the County Right-of-Way subject to certain conditions, including but not limited to the City's agreement to indemnify and hold the County harmless, to the extent permitted by Florida law, from damages and expenses which may be incurred as a direct or indirect result of such use of the County Right-of-Way, as well as certain other conditions as hereinafter set forth; and

WHEREAS, upon completion and installation of the Improvements, the City shall have the responsibility for the maintenance, repair, replacement and removal of the Improvements, subject to the County's right, but not the obligation, to perform such maintenance, repair, replacement or removal, if not timely performed by the City, and to invoice the City for the cost and expense; and

NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the County and the City agree as follows:

Section 1. Recitals. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

Section 2. Right-of-Way Utilization. The City may place, construct and maintain, or cause

to be placed, constructed and maintained, the Improvements in the County Right-of-Way as depicted on Exhibit "A", subject to the terms and conditions contained in this Agreement. The Improvements shall be constructed in accordance with the plans approved by the County in County Right-of-Way Permit #2025-0117 as depicted on Exhibit "B". It is expressly stipulated that this Agreement is a license for permissive use only and that neither the placement nor maintenance of the Improvements within the County Right-of-Way shall operate to create or vest any property rights to the City. Moreover, whenever necessary for the construction, repair, improvement, maintenance, safe and efficient operation, alteration or relocation of all or any portion of the County Right-of-Way, as solely determined by the County in its reasonable discretion, any or all of the Improvements shall be promptly removed from the County Right-of-Way at the sole cost and expense of the City.

If the County, in its sole reasonable discretion, determines that the Improvements, or any part thereof, require repair, replacement or removal, the County shall notify the City in writing of said determination. If such notice advises that any condition, damage or deterioration of the Improvements, or any part thereof, constitutes a safety hazard, the City shall have seventy-two (72) hours from its receipt of such notice to secure the safety hazard, including but not limited to installing a temporary safety barrier or barricade, if necessary, and fourteen (14) days from its receipt of such notice to complete such repair, replacement or removal as necessary to eliminate or otherwise remedy any safety hazard. In the event of an immediate safety hazard, the County may promptly secure the safety hazard in advance of the City's action and invoice the City for the cost and expense. The City shall have sixty (60) days from the date of said notification to complete any other required repair, replacement or removal. Should the City fail to timely complete any repair, replacement or removal, the County shall have the right, but not the obligation, to complete the repair, replacement or removal of the Improvements and invoice the City for reimbursement of the costs and expenses incurred of any such repair, replacement, or removal.

Section 3. Indemnification. To the extent permitted by Florida law, and subject to the limits of liability set forth in Section 768.28, Florida Statutes, the City agrees to protect, defend, indemnify, and hold the County and its elected officials, officers, employees, and agents, free and unharmed from and against any and all claims, liability, damages, losses and/or causes of action (including without limitation court costs and reasonable attorneys' fees) of any and all third party (including but not limited to employees of the City and its contractors and subcontractors) arising or relating to or arise from any negligent act or omission of the City, associated or connected with the use of the County Right-of-Way by the City, including but not limited to the keeping and maintaining of the Improvements in the County Right-of-Way. This indemnification shall survive the termination of this Agreement. Nothing contained in this section is intended to nor shall be construed to operate as a waiver on the part of the County or the City of the limitations of liability set forth in Section 768.28, Florida Statutes, or of the County's or the City's sovereign immunity.

Section 4. Covenant with Land. This Agreement shall touch and concern the land and

shall be a covenant running with the fee interest underlying the County Right-of-Way, whether in existence on the date hereto or constructed in the future.

Section 5. Severability. If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person or circumstance is declared void, unconstitutional or invalid for any reason, then such word, phrase, sentence, part, subsection, their portion or the proscribed application thereof, shall be severable, and the remaining portion of this Agreement, and all applications thereof, not having been declared void, unconstitutional or invalid shall remain in full force and effect.

Section 6. Governing Law and Venue. This Agreement shall be constructed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

Section 7. Procedure for Achieving Assignment. In light of the scope and rationale for this Agreement, neither the County nor the City may assign, transfer, and/or sell any of the rights noted in this Agreement without the express prior written approval of the other party. Should either County or the City assign, transfer, or sell any the rights of the Agreement without such prior express written approval of the other party, then such action on the part of either the County or the City, shall result in the automatic termination of this Agreement, without further notice or action required on the part of the other party.

Section 8. Entire Agreement. Both the County and the City acknowledge that this Agreement constitutes the entire agreement among the parties and supersedes any prior understanding or agreement among them respecting the subject matter hereof. There are no representations, arrangements, understandings, or agreements, either oral or written, among the parties hereto relating to the subject matter of this Agreement except those fully expressed herein, and each party agrees that, in entering into this Agreement, it has not relied on and is not entitled to rely on any statements, promises, or representations other than those set forth herein.

Section 9. Amendments to Agreement. Both the County and the City acknowledge that any amendments to this Agreement shall be in writing and shall be executed by duly authorized representatives of both the County and the City.

Section 10. Access to Records. The access to, disclosure, non-disclosure, or exemption of records, data, documents, and materials associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes) and other applicable state or federal law. Access to such public records may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party or an unaffiliated party.

Section 11. Notices. All notices pertaining to this Agreement shall be delivered either by hand or by certified mail, return receipt requested, to:

The County: St. Johns County
County Administrator
500 San Sebastian View
St. Augustine, FL 32084

With copy to: St. Johns County
Office of the County Attorney
500 San Sebastian View
St. Augustine, FL 32804

The City: City of St. Augustine
Attn: Reuben C. Franklin Jr., P.E.
Assistant City Manager
P.O. Box 210
St. Augustine, FL 32085-0210

With copy to: City of St. Augustine
Attn: Darlene Galambos, City Clerk
P.O. Box 210
St. Augustine, FL 32085-0210

Section 13. Section Headings. Section headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

Section 14. Negotiated Agreement. This Agreement was negotiated and prepared by both parties with the participation of counsel and advisers of their own choosing. The parties have agreed to the text of this Agreement, and none of the provisions hereof shall be construed against either party on the ground that such party is the author of this Agreement or any part thereof.

Section 15. Authority to Execute. Each party to this Agreement covenants to the other that it has the lawful authority to enter into this Agreement and that it has authorized the execution of this Agreement by the representative noted below.

Section 16. Effective Date. This Agreement shall be effective on the date of the last signature of the parties hereto.

Signatures on following page.

IN WITNESS WHEREOF, the County and the City have caused these presents to be executed on the day and year first written above.

Signed, sealed and delivered
in our presence as
Witnesses:

ST. JOHNS COUNTY, a political
subdivision of the State Florida

(sign) _____
(print) _____

By: _____
County Administrator

(sign) _____
(print) _____

LEGALLY SUFFICIENT

Name
Date: _____

STATE OF FLORIDA
COUNTY OF ST.
JOHNS

The foregoing instrument was acknowledged before me by means of ☐ physical
presence or ☐ online notarization, this ____ day of ____ 2025, _____ by
_____, who is personally known to me or who has produced _____
as identification.

Signed, sealed and delivered
in our presence as Witnesses:

CITY OF ST. AUGUSTINE
a municipal corporation
of the State of Florida

(sign)

By: _____

(print) _____

David Birchim,

City Manager

(sign)

(print) _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical
presence or ☐ online notarization, this ____ day of ____ 2025, _____ by
_____, who is personally known to me or who has produced _____
as identification.

LEGALLY SUFFICIENT

Date: _____

EXHIBIT "A"



EXHIBIT “B”

NOTICE: Applicant, Contractor, or Subcontractor must contact the inspector assigned to your permit 48 hours in advance of starting work. No exceptions.

**PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
RIGHT-OF-WAY USE PERMIT APPLICATION**

Phone: (904) 209-0134 Fax: (904) 209-0135

PERMIT NUMBER: 2025-0117

ZONE 2

Assigned Inspector:
aslamkin
904-814-3503

For construction within County road rights-of-ways requiring this permit in accordance with the provisions of the St. Johns County Land Development Code, Standards & Detail Manual, and the St. Johns County Water & Wastewater Design Standards & Specifications Resolution No. 92-189, with revisions.

1. Applicant's Name: City of St. Augustine Contact Name (Print Only) Xavier Pellicer
Mailing Address 50 Bridge St. Email xpellicer@citystaug.com
St. Augustine, FL 32084
Telephone 904-825-7323
Project Number (Utility Use Only) _____ Contractor License Number: _____

2. Proposed construction (Check the appropriate box and provide the required information).
☐ A. Commercial Driveway Check One: Permanent _____ Temporary _____ Paver Construction _____
911 address connecting to county road: _____
☐ B. Utilities Type _____
Location _____
☒ C. Other Describe City of St. Augustine
Location 278 W KING ST. Saint Augustine, FL. 32084

**2 Full Business Days
Before You Dig Call
SUNSHINE STATE ONE CALL
811
IT'S THE LAW IN FLORIDA**

3. I HERBY CERTIFY THAT I HAVE MADE APPLICATION FOR THE PERMIT DESCRIBED ABOVE, THAT I HAVE PROPER AUTHORITY TO APPLY FOR SUCH PERMIT AND WILL ABIDE WITH ALL OF THE CONDITIONS ATTACHED TO THE PERMIT, INCLUDING THE STATED SPECIAL AND GENERAL CONDITIONS ATTACHED HERETO.

Date: 02/18/2025 Signature of Applicant: (Required) xpellicer@citystaug.com

FOR ST. JOHNS COUNTY OFFICE USE ONLY

Permission for the above-described construction is granted subject to these additional requirements:
CALL 904-209-0126 for FINAL INSPECTION after completion of all work. (Refer to Note 9)

EFFECTIVE DATE OF PERMIT: 3/4/2025 EXPIRATION DATE OF PERMIT: 09/04/2025
EXTENSION DATE OF PERMIT: _____

Total Permit Fee: \$ 264.00

RIGHT OF WAY PERMITS
☒ APPROVED ☐ APPROVED AS NOTED
☐ ADDITIONAL INFO NEEDED ☐ REJECTED

ST. JOHNS COUNTY ENGINEERING DIVISION

[Signature]

3/4/2025

Signature/Date

SPECIAL CONDITIONS:

1. Call Sunshine 48 hours before you dig at 1-800-432-4770. It's the Law in Florida
2. Approval of this permit does not exclude the applicant from obtaining other approvals or exclude requirements based on PUD's, DRI's, Building Department, NPDES, etc. Note 14 of the attached "General Conditions" becomes an integral part of this permit when signed by the applicant.
3. When working near a signalized intersection contractor must contact SJC Traffic Division before starting any project 904-209-0170.
2. _____

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: April 14, 2025

RE: City Commission approval to use City crest

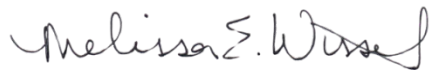
In 2026, the United States of America will celebrate the 250th anniversary of our nation's founding, with the US Congress having established the United States semiquincentennial celebration, as well as the Governor of Florida establishing Executive Order Number 24-267, America's Semiquincentennial Celebration in Florida, through the office of the Florida Secretary of State, Division of Historical Resources and Division of Arts and Culture.

Additionally, the National Society Daughters of the American Revolution (NSDAR) Maria Jefferson Chapter and the St. Augustine Sons of the American Revolution Chapter are collaborating and coordinating with local tourist attractions, historical organizations, and private and public entities to develop a robust schedule of activities, under the program name, *America 250!*.

In collaboration with community programming for *America 250!*, the City of St. Augustine will host Dr. Roger Smith in May 2026, also as part of the St. Augustine History Festival to present a historical talk about three signers of the Declaration of Independence who were imprisoned in St. Augustine. There is also potential for additional participation in the semiquincentennial celebration by the City of St. Augustine as resources allow.

As with any event of this magnitude, there will be marketing, advertising, and outreach. I request permission to use the city crest and branding in promoting the City's involvement with this event and its ancillary events as it pertains to local, state, and national publicity and promotion.

Respectfully,



Melissa Wissel, Communications Director

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 24-267

(America's Semiquincentennial Celebration in Florida)

WHEREAS, on July 4, 2026, the United States of America will celebrate the 250th anniversary of the founding of our great nation; and

WHEREAS, on July 4, 1776, the Second Continental Congress officially adopted the Declaration of Independence, which proclaimed America's independence from Great Britain and King George III, an act that profoundly changed not only the course of America's history, but the history of the world; and

WHEREAS, the Declaration of Independence established principles that guide the United States to this day, to wit, that governments derive their power from the consent of the governed and that "[w]e hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness"; and

WHEREAS, the southernmost land battles of the Revolutionary War were fought at the Battle of Thomas Creek on May 17, 1777, near present-day Callahan, Florida, in Nassau County, and at the Battle of Alligator Creek Bridge on June 30, 1778, near the town of Crawford, Florida, in Nassau County; and

WHEREAS, the last naval battle of the American Revolution was fought off of Cape Canaveral near present-day Brevard County on March 10, 1783, when the American ships Alliance and Duc de Luauzun were engaged by British ships HMS Sybil, HMS Alarm, and HMS Tobago resulting in an American victory; and

WHEREAS, Florida became a U.S. Territory in 1821 and was admitted to the Union on March 3, 1845, as the 27th state; and

WHEREAS, there are 13 Revolutionary War veterans known to be buried in Florida; and

WHEREAS, the opening sections of the Florida Constitution enshrine the dual principles of self-government and inalienable rights expressed by the Declaration of Independence; and

WHEREAS, the State of Florida, through the Florida Department of State's Division of Historical Resources, protects, preserves, and shares our Revolutionary War heritage through our museums, conservation lab, collections facility, archaeology programs, master site file, and historical marker program; and

WHEREAS, America's 250th anniversary will be a time for celebrating our nation's founding and our historic rise as the most powerful and influential nation on earth; and

WHEREAS, pursuant to Public Law 114–196, the United States Semiquincentennial Commission Act of 2016, Congress established the United States Semiquincentennial Commission to “provide for the observance and commemoration of the 250th anniversary of the founding of the United States through local, state, national and international activities planned, encouraged, developed and coordinated by a national commission representative of appropriate public and private authorities and organizations”; and

WHEREAS, the Commission envisions a commemoration that will inspire patriotism, educate Americans about our first principles as laid out in the Declaration of Independence and the federal Constitution, spark civic engagement and volunteerism, honor our active duty military and veterans for their national service and sacrifice, generate grassroots celebration planning at the local level, increase tourism, and make a lasting impact for generations of Americans to come; and

WHEREAS, the State of Florida can honor our past and the foundational American values handed down by the Founding Fathers by joining this nationwide celebration of America's 250th anniversary; and

WHEREAS, pursuant to section 20.10(2), Florida Statutes, the Secretary of State, as the head of the Florida Department of State, oversees the Division of Historical Resources and Division of Arts and Culture; and

WHEREAS, pursuant to section 267.031, Florida Statutes, the Legislature provides the Division of Historical Resources the responsibility to "advise and assist, as appropriate, federal and state agencies and local governments in carrying out their historic preservation responsibilities and programs." The Division of Historical Resources is also required to "provide public information, education, and technical assistance relating to historic preservation programs" and "take such other actions necessary or appropriate to locate, acquire, protect, preserve, operate, interpret, and promote the location, acquisition, protection, preservation, operation, and interpretation of historic resources to foster an appreciation of Florida history and culture"; and

WHEREAS, pursuant to section 267.031, Florida Statutes, the Legislature provides the Division of Historical Resources the authority to "make and enter into all contracts and agreements with other agencies, organizations, associations, corporations and individuals, or federal agencies as it may determine are necessary, expedient, or incidental to the performance of its duties or the execution of its powers under this chapter"; and

WHEREAS, pursuant to section 265.2840, Florida Statutes, the Legislature provides the Secretary of State the authority as the Chief Arts and Culture Officer of the State of Florida to be assisted by the Division of Arts and Culture in performance of the powers and duties set forth therein. The Division of Arts and Culture is authorized to "sponsor performances and exhibits;

promote and encourage the study and appreciation of arts and culture; and collect, publish, and print pamphlets, papers, newsletters, and other materials related to arts and cultural programs available throughout the state.” The Division of Arts and culture is authorized to “conduct and support cultural programs and cultural exchanges by coordinating with the appropriate state agencies and other organizations”; and

WHEREAS, pursuant to section 265.8021, Florida Statutes, the Legislature provides the Division of Arts and Culture the responsibility to operate the Major John Leroy Haynes Florida Veterans’ History Program “to collect and preserve the stories and experiences of Florida’s veterans and the State of Florida’s military contributions throughout the nation’s history.”

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, pursuant to my solemn constitutional duty to take care that the laws be faithfully executed, and pursuant to the Constitution and laws of the State of Florida, do hereby promulgate the following Executive Order, to take immediate effect:

Section 1. The Secretary of State pursuant to the authority granted by the Legislature as set forth above shall cooperate with the United States Semiquincentennial Commission created by Public Law 114-196, other national and state organizations engaged in commemoration and celebration of the United States semiquincentennial, and other national, regional, state, and local public and private organizations having compatible purposes and, to the extent appropriate, encourage various state agencies and organizations to work cooperatively to promote the semiquincentennial.

Section 2. The Division of Historical Resources and Division of Arts and Culture shall, subject to the approval of the Secretary of State, develop, encourage, and execute a celebration of

the 250th anniversary of the Declaration of Independence, Revolutionary War, and founding of the United States of America through civic cultural and historical education and programming.

Section 3. The Division of Historical Resources and Division of Arts and Culture shall, subject to the approval of the Secretary of State, promote and encourage as part of its exhibits, electronic media, printed products, scholarship, symposia, and celebratory and commemorative events all the following:

(1) Civic, cultural, and historical education facilitating public understanding of the principles of the Declaration of Independence, the origin and meaning of inalienable rights, Americans' triumph in the Revolutionary War, the meaning of "E Pluribus Unum" ("From many, one"), and America's "Charters of Freedom" (the Declaration of Independence, state constitutions, the United States Constitution, and the Bill of Rights).

(2) Awareness of the necessity of virtue in preserving self-government.

(3) Honoring of veterans of all generations who have served and sacrificed to preserve freedom in America and around the world.

Section 4. A Semiquincentennial Advisory Commission is hereby created to advise and make recommendations to the Governor regarding Florida's commemoration of the 250th anniversary of the United States of America. Members of the Advisory Commission shall not receive compensation for fulfilling their duties as a member. The Advisory Commission shall consist of the Lieutenant Governor and four members appointed by the Governor. The Lieutenant

Governor shall serve as Chair and act as the State's liaison to the United States Semiquincentennial Commission.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, on this 6th day of December 2024.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2024 DEC -6 AM 11:38
DEPARTMENT OF STATE
TALLAHASSEE, FL

STATE OF FLORIDA

OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 25-43

(Amending Executive Order 24-267)

WHEREAS, on February 7, 2025, the Florida International University Board of Trustees voted to appoint Lieutenant Governor Jeanette Nuñez as interim president of Florida International University; and

WHEREAS, this appointment officially took effect on February 17, 2025.

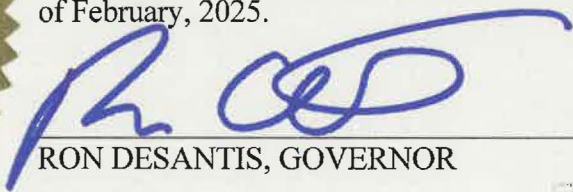
NOW, THEREFORE, I, RON DESANTIS, Governor of Florida, in obedience to my solemn constitutional duty to “take care that the laws be faithfully executed,” and pursuant to the Constitution and laws of the State of Florida, do hereby issue the following Executive Order effective immediately:

Section 1. Executive Order 24-267 is hereby amended to provide that the Semiquincentennial Advisory Commission shall consist of the Secretary of State and four members appointed by the Governor. The Secretary of State shall serve as Chair and act as the State’s liaison to the United States Semiquincentennial Commission.

Section 2. Except as amended herein, Executive Order 24-267 is ratified and reaffirmed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and have caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 18th day of February, 2025.




RON DESANTIS, GOVERNOR

ATTEST:


SECRETARY OF STATE

DEPARTMENT OF STATE
TALLAHASSEE, FL

2025 FEB 18 PM 3:30

FILED

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: April 2, 2025

RE: Consent Agenda Item
Presentation of Schedule of Regular Updates, Budget Meetings and other Workshops

Please place on the Consent Agenda for the April 14, 2025, Commission Meeting, the 2025 Schedule of Budget Meetings and Workshops for the FY2026 Budget Preparation.

Feel free to contact me with any questions.

Sincerely,

Melissa Burns

Melissa Burns, CGFO
Director of Financial Services

Attachment

City of St. Augustine
Schedule of Budget Meetings and Workshops for FY 2026 Budget Preparation

	DATE	RESPONSIBILITY	ACTION
1	04/14/25	City Commission	Regular Meeting - Include Preparation Schedule on Consent Agenda
2	05/12/2025 3:00pm	City Commission	<i>Workshop</i> - Review Strategic Plan, Mid-Year Budget Analysis, and CIP
3	7/14/2025 3:00 p.m.	City Commission	<i>Special Meeting</i> - Discussion of 2025 Budget Assumptions (Revenues)
4	7/14/25 5:00 p.m.	City Commission	Regular Meeting - Adopt Resolution of proposed millage rate. Adopt other Budget-Related Resolutions
5	8/11/25 5:00 p.m.	City Commission	Regular Meeting - Public Hearing on any Budget-Related Resolutions.
6	8/28/25 9:00 a.m.	City Commission	<i>Special Meeting / Roundtable Discussion</i> of FY 2026 tentative budget and action items.
7	8/29/25 9:00 a.m.	City Commission	<i>Special Meeting</i> - Discussion and approval of FY 2026 tentative budget and action items (if necessary)
8	9/11/2025 5:05 p.m.	City Commission	<i>Special Meeting</i> - Initial public hearing for FY 2026 budget and tentative millage rate adoption.
9	9/25/2025 5:05 p.m.	City Commission	<i>Special Meeting</i> - Final public hearing for FY 2026 budget and final millage rate adoption.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: April 2, 2025

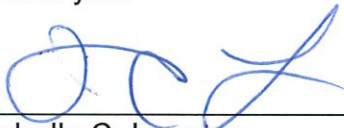
RE: **MARLOWE V. CITY OF ST. AUGUSTINE – INVOICE FOR PROFESSIONAL SERVICES**

Enclosed please find Invoice No. 03-2025-13-3020 dated April 2, 2025 from Cavendish Partners, P.A. for legal services rendered in the Marlowe v. City of St. Augustine matter.

The amount due is **\$12,559.00**. We have reviewed the billing and submit same to you for placement on the consent agenda for the April 14, 2025 City Commission meeting.

*WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEY'S
FEES AND COSTS ON THIS MATTER EQUALS \$148,905.85.*

Thank you.



Isabelle C. Lopez
City Attorney

/sl
Attachment

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

CAVENDISH PARTNERS

P.A.

200 West Forsyth Street, Suite 1300
Jacksonville, FL 32202

INVOICE

Date: 04/02/2025
Invoice #: 03-2025-13-3020
Matter: Marlowe
File #: 3020

INVOICE TOTAL AND BALANCE DUE: \$12,559.00

Bill To:
Isabelle Lopez, City Attorney
75 King Street
P.O. Box 210
St Augustine, FL 32085
Due Date: 04/02/2025
Please Remit Payment To:
Cavendish Partners, P.A.
200 West Forsyth Street
Suite 1300
Jacksonville, FL 32202

**PAYMENTS RECEIVED AFTER 04/02/2025 ARE
NOT REFLECTED IN THIS BALANCE DUE INVOICE**

CITY OF ST. AUGUSTINE, FLORIDA

MEMORANDUM

TO: David Birchim
DATE: April 3, 2025
RE: 2025 City Commission Citizenship Awards

The students that are listed below will be awarded the 2025 City Commission Citizenship Awards. Each student will receive a certificate, a lapel pin and a stipend check for \$500.00. All three students reside within the City of St. Augustine.

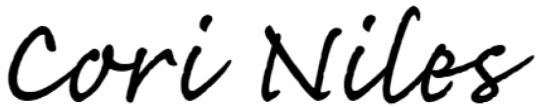
Ava Velez - grade 12
14 May St.
St. Augustine, FL 32084

Zeni Barrett - grade 12
19 Sanchez Ave.
St. Augustine, FL 32084

Greyson Doucet - grade 12
72 Pearl St.
St. Augustine, FL 32084

The St. Johns County School District submitted the candidates for this year. I would like this award ceremony placed on the April 28th City Commission meeting agenda.

Let me know if you have any questions.



Cori Niles
Event & Venue Coordinator, Public Affairs
City of St. Augustine



CITY OF
ST AUGUSTINE
EST. 1565
NATION'S OLDEST CITY

Name of Student Nominee: Ava Velez
School of Record: Saint Augustine High School
Email address: avachristine2006@yahoo.com
Phone: 904-377-3167
Address: 14 May St, Saint Augustine, FL 32084
City: Zip: _____ ☒ Yes, I live in the City Limits of St. Augustine

Nominating Organization: Saint Augustine High School
Person making nomination: Joseph Gregos
Email address: joseph.gregos@stjohns.k12.fl.us
Phone: 904-547-8829

Description of Character Counts! Recognition:

Ava is being recognized for citizenship and trustworthiness, celebrating her integrity, responsibility, and commitment to her community.

Extracurricular activities, service to the community, school, church or volunteer activity:

Ava is actively involved with Jacket Pom, Young Life, National Honors Society, and participates in local beach clean-ups with Beaches Go Green.

Additional information, such as education/employment plans after graduation:

Ava has been accepted into FAU where she will attend this fall with a major in Architecture.



To Whom It May Concern,

It is with great pleasure that I write this letter of recommendation for Ava Velez. Ava is an outstanding young woman whose character is defined by her unwavering sense of citizenship, trustworthiness, responsibility, and a genuine commitment to her community.

Ava is well known among her peers and teachers for her helpful and compassionate nature. She consistently goes out of her way to support her fellow students, whether through academic assistance, emotional support, or simply offering a helping hand when needed. Her presence uplifts those around her and contributes positively to the culture of St. Augustine High School.

As an active member of our school community, Ava demonstrates exceptional dedication through her involvement in Jacket Pom, Young Life, and the National Honor Society. These roles speak to her leadership, enthusiasm, and commitment to excellence both in and outside of the classroom. Additionally, Ava extends her passion for service beyond the school grounds, regularly participating in beach cleanups through the organization Beaches Go Green, showing her care for the environment and dedication to civic responsibility.

Ava's actions consistently reflect a deep-rooted sense of integrity and purpose. She is a role model to her peers and a trusted, respected member of our community. I have no doubt that Ava will continue to make a positive impact wherever she goes.

I give Ava Velez my highest recommendation and full support in recognition of her exemplary citizenship and character.

Sincerely,

A handwritten signature in black ink, appearing to be "Earl Brown", written over a horizontal line.

Earl Brown
St. Augustine High School
Principal

Travis Brown – Principal
Carla Brown, Earl Brown, Twila Needham – Assistant Principals
904-547-8530



CITY OF
ST AUGUSTINE
EST. 1565
NATION'S OLDEST CITY

Name of Student Nominee: Greyson Doucet
School of Record: St Augustine High School
Email address: Greyson doucet 591 @ gmail. com
Phone: 909 501 8256
Address: 72 Pearl st
City: Zip: 32084 ☒ Yes, I live in the City Limits of St. Augustine

Nominating Organization: St Augustine High School
Person making nomination: Dean Gregos
Email address: Joseph. gregos @ st johns. K12. fl. us
Phone: 904-547-8829

Description of Character Counts! Recognition:

Recognition for Respect, Responsibility and Citizenship,
celebrating integrity and leadership while fostering a
positive school culture and lifelong success.

Extracurricular activities, service to the community, school, church or volunteer activity:

I have been on the wrestling team and helped
teachers throughout the school. I have been a peer pal
and I went on an EF tours trip to Ireland

Additional information, such as education/employment plans after graduation:

I plan on going to SJR to pursue a career in
EMS as well as working in a fire department.



Letter of Recognition
Character Counts! Recognition
City of St. Augustine, Florida

To Whom It May Concern,

It is with great pride and enthusiasm that we recognize Greyson Doucet for his outstanding character and leadership as part of the Character Counts! initiative in the City of St. Augustine.

As a dedicated member and leader of the wrestling team at St. Augustine High School, Greyson consistently demonstrates perseverance, teamwork, and sportsmanship. His leadership both on and off the mat has made a lasting impact on his teammates and coaches alike.

Beyond athletics, Greyson is known throughout the school for his willingness to help. Whether it's assisting teachers with various tasks or supporting fellow students, he can always be counted on to step up with a positive attitude and strong sense of responsibility.

He is a shining example of the values we strive to instill in our students—respect, responsibility, fairness, and caring. Greyson is truly a great representative of St. Augustine High School, and we are confident he will continue to carry these values forward in all of his future endeavors.

We are honored to nominate him for Character Counts! recognition and celebrate the positive influence he brings to our school and community.

Sincerely,

Earl Brown
Assistant Principal
St. Augustine High School

Travis Brown – Principal
Carla Brown, Earl Brown, Twila Needham – Assistant Principals
904-547-8847



CITY OF
ST. AUGUSTINE
EST. 1565
NATION'S OLDEST CITY

Name of Student Nominee: Zeni Amaya Barlett
School of Record: St. Augustine High School
Email address: zeni_barlett@outlook.com
Phone: 704 491 6227
Address: 19 Sanchez Ave, St. Augustine, FL
City: Zip: 32084 ☒ Yes, I live in the City Limits of St. Augustine

Nominating Organization: St. Augustine High School
Person making nomination: Joseph Gregor
Email address: Joseph.gregor@stjohn.k12fl.us
Phone: 904-547-8829

Description of Character Counts! Recognition:

I've been awarded the 2025
Character award, I represent the
pillars of Character Counts each day.
(leadership positions, extracurriculars)

Extracurricular activities, service to the community, school, church or volunteer activity:

- 2 year NHS member (multiple volunteer activities)
- SJCHA President, working w/ other students
+ the community to ensure proper advertisement
+ participation for all those involved.

Additional information, such as education/employment plans after graduation:

I plan to attend a four year
University to earn a BFA in
acting + minor in PR + Marketing

City of St. Augustine Awards Committee
PO Box 210
St. Augustine, FL 32085



April 2, 2025

Subject: Letter of Endorsement for Zeni Barrett – City of St. Augustine Citizenship Award

Dear Awards Committee,

I am honored to write this letter in support of Zeni Barrett's nomination for the City of St. Augustine Citizenship Award. Zeni exemplifies the very qualities that this award seeks to recognize—leadership, dedication, and an unwavering commitment to her community.

As an active participant in various programs within St. Augustine and St. Augustine High School, Zeni has consistently demonstrated a passion for service and a desire to uplift those around her. Her ability to lead by example has earned her the respect of both her peers and mentors, and she has been recognized with the prestigious Top Jacket Award, a testament to her outstanding character and determination to "swarm to success."

Beyond her accolades, Zeni embodies the spirit of citizenship through her integrity, compassion, and willingness to go above and beyond in contributing to her school and community. Her positive influence is felt by those who have had the privilege of working alongside her, and she continues to set a standard of excellence for others to follow.

For these reasons, I wholeheartedly endorse Zeni Barrett for the City of St. Augustine Citizenship Award. I am confident that she will continue to make a lasting impact, and I strongly urge you to consider her as a deserving recipient of this esteemed honor.

Sincerely,

Earl Brown
Assistant Principal
St. Augustine High School

Travis Brown - Principal
Carla Brown, Travis Brown, Twila Needham – Assistant Principals



3205 Varella Avenue, St. Augustine, Florida 32084
904-547-8530 - www.sjcca.org

November 27, 2024

To Whom It May Concern:

It is with great delight that I am writing on behalf of Zeni Barrett in support of her endeavors in the performing arts and higher education. Zeni has been a student of mine since her freshman year and is enrolled in the AICE Drama program- an advanced writing intensive theatre studies program- at St. Augustine High School. She is a true embodiment of excellence as a theatre artist, student, peer, and individual.

I first met Zeni in the Fall of 2021. I became the permanent Theatre Director for St. Johns County Center for the Arts at St. Augustine High School. Zeni was placed in Acting 4 Honors as a first year, and I could completely see why. Zeni displayed a maturity and a talent that I had not seen in many 14-year-olds. In the Fall of 2022, Zeni began the AICE route for Theatre, taking Pre-AICE Drama and since then has taken the highest level of Theatre we can offer. AICE Drama AS in her Junior, and now in her Senior Year, AICE Drama A Level.

AICE Drama is a class that prepares students for the theatrical world at a higher level than most theatre courses. Within just a few weeks, it was evident that Zeni was poised to excel in this environment. With her natural creativity and keen eye for all things artistic, she quickly stood out. Theatre is a collaborative art form, and Zeni is someone her peers, as well as I, would gladly collaborate with over and over. She has contributed to every Theatre production in some capacity because she is such a joy to work with. While she is ready to step into leadership roles, when necessary, she is also mindful of how to include others in the process, encouraging everyone to contribute their ideas. I saw this firsthand when watching her perform in various scenes, including her duet acting piece from *The Children's Hour* and her participation in the One Act competition, *The 39 Steps*. Zeni and her partners were responsible for analyzing, rehearsing, and workshopping the text. She encouraged her peers to share their vision for blocking and emotional arcs; while also ensuring they stayed on track and ahead of schedule. During the One Act competition, while I was on maternity leave, Zeni took the initiative without hesitation, making sure everything ran smoothly as if I were still present. Their performance at the competition was outstanding, and a large part of that success is credited to Zeni's leadership in guiding her peers to victory.

On the academic side, Zeni is an example of the perfect student. She is gifted with the ability to think critically and creatively. She engages in thought provoking conversation-she is constantly challenging herself, her peers, and even me. She thinks beyond what is asked of her in class and in the rehearsal room. Earlier this Fall, Zeni finished recording her prescreen audition material and I just know that her selection of monologues displays the quality and theatricality you would want in a performer. She has dug into the text and is rehearsing the most authentic version of the character.

I have had the absolute pleasure working with Zeni on every theatre production that has been produced at St. Augustine High School. Some of my favorite experiences have been directing her as Kreon in *Medea* and Marianne in *The Revolutionists*. She was among three first years that were cast in *Medea*. She understood the motivation and intention behind the character. She holds the power every time she walks on stage, and it has been a joy to see that develop over the past four years. In early November, she was cast as Marianne Angelle in the feminist play *The Revolutionists*. Her performance was nothing short of captivating, drawing the audience in with its emotional depth and authenticity. She portrayed each moment with a rawness that made her portrayal feel real and unfiltered, allowing her to connect deeply with the audience. Every gesture, every word felt genuine, revealing not only her technical skill but also her ability to channel complex emotions in a way that resonated powerfully. Her performance wasn't just seen—it was felt, leaving a lasting impression of vulnerability and strength.

Zeni is deeply passionate about her craft, consistently dedicating countless hours beyond the school day to rehearse scenes, participate in various clubs, and mentor fellow students. As a member of Theatre Leadership, she is serving as President this year, where she has taken on significant responsibilities. I have entrusted Zeni with numerous tasks, confident in her ability to execute them to the highest standard, and she has consistently exceeded expectations.

Zeni is the epitome of an outstanding theatre artist, student, peer, and individual. She consistently demonstrates excellence in all areas, effortlessly blending her passion for theatre with a strong work ethic and an innate ability to collaborate. As a theatre artist, her creativity and skill shine through in every performance, while her dedication to her craft pushes her to



3205 Varella Avenue, St. Augustine, Florida 32084
904-547-8530 – www.sjcca.org

continually grow and refine her abilities. As a student, she approaches her studies with a seriousness and focus that sets her apart, always striving for excellence and seeking to deepen her understanding of the art form. As a peer, Zeni fosters a sense of community within the group, always supportive, encouraging, and open to others' ideas and contributions. She makes everyone around her feel valued, creating an environment where collaboration thrives. On a personal level, Zeni's kindness, integrity, and humility make her a truly exceptional human being. She approaches life with a positive attitude and a genuine desire to help others, leaving a lasting, positive impact on everyone she meets.

Although I have only known Zeni for four years, her unwavering commitment and deep love for theatre have forged a connection that feels as though I've known her for a lifetime. Her passion for the craft, along with her dedication and genuine spirit, has created a bond built on mutual respect and shared experiences, making our time together feel both meaningful and timeless. I am beyond confident that Zeni will flourish in whatever she pursues in life- she is hungry to learn, grow, and will thrive in any program that challenges her practically and artistically. Please do not hesitate to contact me should you have any further questions.

Sincerely,

Jillianne Tamillo
Director of St. Johns County Center for the Arts
At St. Augustine High School
Theatre Instructor
Jillianne.Tamillo@stjohns.k12.fl.us

A handwritten signature in dark ink, appearing to read 'Jillianne Tamillo', written in a cursive style.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: March 26, 2025

RE: **ORDER RELEASING CODE ENFORCEMENT LIEN: 125 SPOONBILL POINT COURT**

Please find enclosed an Order Releasing Lien for 125 Spoonbill Point Court, owned by Indigo Partners LLC. This release reflects the previously outstanding Code Enforcement lien levied against this property. The outstanding balance of \$500.00 has been paid in full.

Please place the Order Releasing Lien on the consent agenda for consideration and execution at the April 14, 2025 City Commission meeting.

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



April R. Owen
Assistant City Attorney

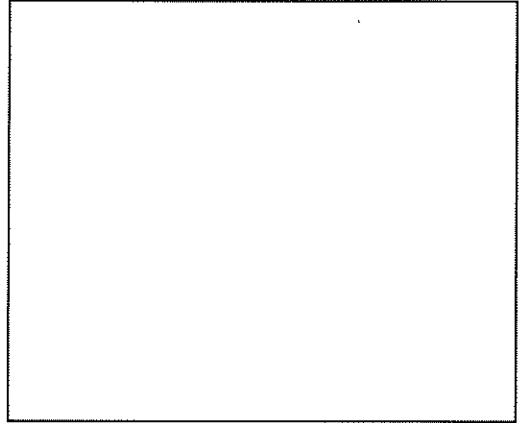
/sl
Attachment

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

Agenda Title:

Order releasing the Code Enforcement lien levied against 125 Spoonbill Point Court as paid in full.

BEFORE THE
SPECIAL MAGISTRATE
ST. AUGUSTINE, FLORIDA



ORDER RELEASING LIEN
CASE NO. CE2024-0393

IN THE MATTER OF: **INDIGO PARTNERS LLC**
 125 SPOONBILL POINT COURT
 ST. AUGUSTINE, FLORIDA 32080

VIOLATION OF SECTION(S): Code of Law and Ordinances of St. Augustine, Florida:
 CITY CODE, CHAPTER 25, SECTION(S) 28 & 56, TREE
 REMOVAL AND REPLACEMENT.

LIEN FILED AGAINST: **INDIGO PARTNERS LLC**

VIOLATION SITE: **125 SPOONBILL POINT COURT, ST. AUGUSTINE, FLORIDA 32080**

LEGAL DESCRIPTION: **25/87-91 PELICAN REEF LOT 10 BLK 6 OR5501/1642 &**
 5703/1073(Q/C)

PARCEL NUMBER: **158571-6100**

.....
ORDER

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

➤ **ORDER IMPOSING LIEN**

- Dated November 6, 2024
- Recorded in O.R. Book 6049, Page 697 on November 7, 2024

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

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

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

IN WITNESS WHEREOF, this Order Releasing Lien has been duly signed and executed by the Lienor, this _____ day of _____, 2025.

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

ATTEST:

By: _____
Nancy Sikes-Kline, Mayor-Commissioner

Darlene Galambos, City Clerk
(S E A L)

.....

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

WITNESS my hand and official seal, this _____ day of _____, 2025.

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



Public Records of St. Johns County, FL
Clerk number: 2024087472
BK: 6049 PG: 697
11/7/2024 2:53 PM
Recording \$27.00

BEFORE THE
SPECIAL MAGISTRATE
ST. AUGUSTINE, FLORIDA

ORDER IMPOSING A LIEN

CASE NUMBER: CE2024-0393

IN THE MATTER OF:

Indigo Partners LLC

125 SPOONBILL POINT CT, Saint Augustine, FL, 32080

(Hereinafter referred to as Respondent)

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

City Code, Chapter 25, Section(s) 28 & 56, Tree removal and replacement.

VIOLATION SITE: **125 SPOONBILL POINT CT, Saint Augustine, FL, 32080**

LEGAL DESCRIPTION: **25/87-91 PELICAN REEF LOT 10 BLK 6 OR5501/1642 & 5703/1073(Q/C)**

PARCEL NUMBER: **1585716100**

THE SPECIAL MAGISTRATE HEARD TESTIMONY AND EXAMINED EVIDENCE AT A HEARING HELD ON 6TH NOVEMBER, 2024, AND, BASED ON THE EVIDENCE, HAS ADJUDGED AS FOLLOWS:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Respondent is the legal owner and/or occupant of the subject property and was duly notified of the hearing held on November 6th, 2024, in accordance with Chapter 162 F.S.

The respondent and/or representative _____ was / ☒ was not present

2. THIS MATTER originally came before the Special Magistrate for public hearing on August 7, 2024, after due notice to the Respondent(s), at which time the Special Magistrate heard testimony under oath and received evidence. The Special Magistrate issued findings of fact, conclusions of laws, and an oral order reduced to writing and furnished to the Respondent(s) to take corrective action by a time certain, as more specifically set forth in that order. On August 7, 2024, the Special Magistrate issued an "Order Finding Violation" which set the amount at \$500.00. As of November 6, 2024, the fines had not been paid.

3. Based on the evidence and testimony presented at the November 6, 2024, hearing, the Special Magistrate finds that the required corrective action has not been taken as ordered which constitutes non-compliance with the City Code, Chapter 28, Section 28-90.

4. IT IS HEREBY ORDERED that the above described fine in the amount of \$500.00 is hereby pending against the Respondent(s) for the violation that existed upon the previously described property, and that the fine would be imposed in the form of a lien.

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

DONE AND ORDERED THIS 6TH OF NOVEMBER, 2024. In open session at the Alcazar Room, 75 King Street, St. Augustine, Florida.

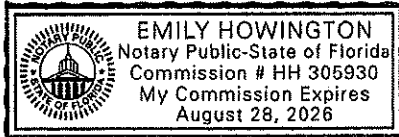


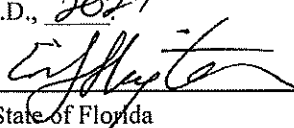
Gretchen R. H. Vose Esq., Special Magistrate
City of St. Augustine

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, Gretchen R. H. Vose Esq., who is personally known to me who is the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same for the purposes therein expressed.

Witness my hand and official seal, this 6th day of November, A.D., 2024





Notary Public, State of Florida

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

BEFORE THE
SPECIAL MAGISTRATE
ST. AUGUSTINE, FLORIDA

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been sent via U.S. Mail to

Indigo Partners LLC, NAHMIAS, SCOT , 105 INDIGO RUN, PONTE VEDRA BEACH, FL 32082

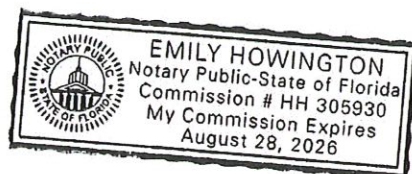
9489 0090 0027 6577 5127 06

Indigo Partners LLC, 125 SPOONBILL POINT CT, SAINT AUGUSTINE, FL 32080

9489 0090 0027 6577 5127 13

on this 7th day of November, 2024

Emily Howington



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: April 14, 2025

RE: City Commission approval to use City crest

On Friday, May 9, 2025, Fort Mose Historic State Park will host a ribbon-cutting celebration to commemorate the completion of the newly reconstructed 1738 Fort Mose. They have asked for sponsorship participation from the City of St. Augustine with an added request to use the City seal in promoting the event.

Fort Mose will comply with Events Review Committee requirements and secure proper permitting.

Please place this on the Consent Agenda for April 14, 2025, regular City Commission meeting for review and approval.

Respectfully,



Melissa Wissel, Communications Director