

CITY OF ST. AUGUSTINE CITY COMMISSION
City Commission Meeting
MONDAY, JUNE 9, 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 2025-16:** Proclaims June 26, 2025 as Greek Landing Day. (*N. Sikes-Kline, Mayor*)
- 3.B. Proclamation 2025-24:** Proclaims June 2025 as Pride Month. (*B. Blonder, Vice-Mayor*)
- 3.C. Certificate of Recognition:** Polaxeni Maouris Hillier in celebration of her retirement as the Executive Director of the Saint Photios Greek Orthodox National Shrine. (*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 2025-02:** Amendment to the Firefighters' Pension Trust Fund share plan. (*I. Lopez, City Attorney*)

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

- 8.B.1. **Ordinance 2025-07:** Adoption of the City of St. Augustine West City Community Redevelopment Area (WCCRA) plan. (*J. Perkins, Neighborhood Services & CRA Manager*)

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 2025-08:** Amendment to Noise Control Regulations. (*I. Lopez, City Attorney*)
- 9.A.2. **Ordinance 2025-09:** Amends an existing Planned Unit Development (PUD) at 36 Granada Street and 8 De Soto Place. (*A. Skinner, Planning and Building Director*)

9.B. Resolutions

- 9.B.1. **Resolution 2025-14:** Approval of FDOT Reimbursement Agreement for the Removal, Preservation, and Replacement of the Historic Medici Lions. (*J. Webber, Grants Administration Coordinator*)
- 9.B.2. **Resolution 2025-18:** Approves the purchase of 160 Marine Street. (*D. Birchim, City Manager*)
- 9.B.3. **Resolution 2025-21:** Requests SJRWMD and FL DEP to reduce permit application fees. (*S. Slaughter, Utilities & Public Works Director*)
- 9.B.4. **Resolution 2025-22:** Authorizes the execution of the Florida Shared-Use Nonmotorized Trail Network Program Grant Agreement with FDOT. (*X. Pellicer, Mobility Manager*)
- 9.B.5. **Resolution 2025-23:** Opposes Offshore Oil and Gas Leasing. (*D. Birchim, City Manager*)

10. STAFF REPORTS AND PRESENTATIONS

11. ITEMS BY CITY ATTORNEY

- 11.A.** Options for conservation land maintenance and control. *(I. Lopez, City Attorney)*
- 11.B.** 2025 Legislative Session Update-for informational purposes only. *(A. Owen, Assistant City Attorney)*

12. ITEMS BY CITY CLERK

- 12.A.** Notification of one (1) Term Expiration for the City of St. Augustine Audit Review Committee. *(D. Galambos, City Clerk)*
- 12.B.** Request for appointment to fill three (3) Term Expirations on the Lincolnville Redevelopment Area (LCRA) Steering Committee. *(D. Galambos, City Clerk)*
- 12.C.** Request for One (1) appointment-Corridor Review Committee (CRC). *(D. Galambos, City Clerk)*
- 12.D.** Reminder of Open Positions on Boards and Committees. *(D. Galambos, City Clerk)*

13. ITEMS BY CITY MANAGER

14. ITEMS BY MAYOR AND COMMISSIONERS

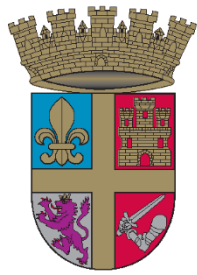
15. ADJOURN

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 ON JUNE 23, 2025:**
- Ordinance 2025-07: Adoption of the City's West City Community Redevelopment Area plan
 - Ordinance 2025-08: Amendment to Noise Control Regulations
- CA.3. Reminder of Upcoming Meetings:**
- June 23, 2025 5:00PM—Regular City Commission Meeting
 - July 14, 2025 3:00PM—Special City Commission Meeting (Budget Assumptions)
 - July 14, 2025 5:00PM—Regular City Commission Meeting
 - July 28, 2025 3:00PM—Community Redevelopment Agency Meeting
 - July 28, 2025 5:00PM—Regular City Commission Meeting
- CA.4. APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:**
- April 14, 2025, Regular City Commission Meeting
 - April 28, 2025, Regular City Commission Meeting
 - May 12, 2025, Regular City Commission Meeting
- CA.5. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):**
- 308 Venetian Boulevard (partial release-Lot 6)
- 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.** Approval of Old Town Trolley Tours 4th of July Shuttle Services Agreement. *(R. Franklin, Assistant City Manager)*
- CA.9.** Eminent Domain: Lake Maria Sanchez-Invoice for professional services. *(I. Lopez, City Attorney)*
- CA.10.** Marlowe V. City of St. Augustine-Invoice for Professional Services. *(I. Lopez, City Attorney)*
- CA.11.** Request for confirmation of appointment to fill one (1) vacancy to the St. Augustine Firefighters' Pension Trust Fund, Board of Trustees. *(D. Galambos, City Clerk)*
- CA.12.** Approval of License for Use of City Right-of-Way at 4 Locust Street. *(S. Slaughter, Utilities & Public Works Director)*

End Consent Agenda



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

WHEREAS Florida is rich in cultural heritage and can be proud of the special contributions of the Greeks who first arrived on the shores of St. Augustine on June 26, 1768, on their way to establish the colony of New Smyrna, along with other people of Mediterranean descent; and

WHEREAS the survivors of that colonization returned in 1777 to St. Augustine in search of refuge, freedom, and justice; and

WHEREAS those, and later waves of Greek settlers to Florida, have made a significant impact in their contributions to the religious, cultural, and economic heritage of our City; and

WHEREAS June 26, 2025, marks the 257th Anniversary of the landing of the Greeks in St. Augustine; and

WHEREAS this event endeavors to draw attention to our Greek American citizens who continue to make a positive difference in our community and who remind us that our city's greatness stems from the diversity of its people who have done much to enrich this community

NOW, THEREFORE, the City Commission of the City of St. Augustine does hereby proclaim June 26, 2025, as **GREEK LANDING DAY** in the City of St. Augustine, and urge all our citizens to recognize the valuable contributions our Greek neighbors have made to the unique history 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 9th day of June 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**, 237 years ago, our founding fathers wrote the United States Constitution whose preamble states, "We the people, in Order to form a more perfect union, establish justice, ensure domestic tranquility, provide for the common defense, promote the general welfare, and secure the blessings of liberty to ourselves and our posterity, do ordain and establish this Constitution for the United States of America;" and*

***WHEREAS**, the United States of America has made significant progress toward a more perfect union, this progress has not come all at once, and our country still strives to establish justice, welfare, liberty, and tranquility for all; and*

***WHEREAS**, on June 26, 2015, the United States Supreme Court held that the fundamental right to marry belongs to same-sex couples in all 50 states, a victory for all who fought for equality and recognition of their unions; and*

***WHEREAS**, lesbian, gay, bi-sexual, transgender, queer/questioning, intersex, and asexual (LGBTQIA) people are valued members of our families, community, and history; and*

***WHEREAS**, we must continue to support the rights of every citizen to experience equality and freedom from discrimination and recognize the continued need for education and awareness to end discrimination and prejudice.*

***NOW, THEREFORE**, the City Commission of the City of St. Augustine does hereby proclaim June 2025, as **PRIDE MONTH** in the City of St. Augustine, and urges all our citizens to stand as an ally with our friends and neighbors in the face of prejudice wherever it exists, and to embrace the great diversity within 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 9th day of June 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

Polexeni Maouris Killier

In Celebration of Retirement

In recognition of 20 years as Executive Director of the Saint Photios Greek Orthodox National Shrine, and appreciation for your outstanding dedication. 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: May 13, 2025

RE: **ORDINANCE 2025-02: FIREFIGHTERS' PENSION TRUST FUND SHARE PLAN AMENDMENT**

The State of Florida funds through premium tax revenues a portion of the City's annual contribution to the firefighter's pension and the remainder to the firefighter share plan. Currently, these funds are shared 50/50 between the City to partially defray the City's annual contribution to the firefighter pension plan, and the other half directly to the firefighters themselves as a supplement retirement benefit. The proposed amendment to the share plan would reallocate this split to 60% for the benefit of individual firefighters and retired firefighters, and 40% for the City's annual contribution to the firefighter pension benefits. The Firefighters' Union has voted in support of this amendment.

Please place Ordinance 2025-02 on the regular City Commission agenda for second reading on June 9, 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 2025-02: Amendment to the Firefighters' Pension Trust Fund share plan.



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. 2025-02

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 20, ARTICLE V, SECTION 20-219 OF THE CODE OF THE CITY OF ST. AUGUSTINE TO MODIFY THE TERMS OF THE FIREFIGHTERS' PENSION TRUST FUND SHARE PLAN; 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 MODIFY THE TERMS OF THE EXISTING SHARE PLAN FROM ITS EXISTING 50/50 SPLIT TO 60% OF THE PROCEEDS OF THE REVENUE BEING PLACED IN THE MEMBERS' SHARE PLAN AND 40% BEING USED TO DEFRAY THE CITY'S OBLIGATIONS. 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. 2025-02

**AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA,
AMENDING CHAPTER 20, ARTICLE V, SECTION 20-219 OF THE
CODE OF THE CITY OF ST. AUGUSTINE TO MODIFY THE TERMS OF
THE FIREFIGHTERS' PENSION TRUST FUND SHARE PLAN;
PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST.
AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

WHEREAS, the City and the Professional Fire Fighters of St. Augustine, IAFF Local 2282 union previously agreed to the establishment of a defined contribution component of the Firefighters' Pension Trust Fund known as the "Share Plan" as provided in Florida Statute 175.351; and

WHEREAS, on August 12, 2024 the City and the Professional Fire Fighters of St. Augustine, IAFF Local 2282 union agreed in an MOU to modify the terms of the existing share plan from its existing 50/50 split to 60% of the proceeds of the revenue being placed in the members' share plan, including retirees, and 40% being used to defray the City's obligations; and

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

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

Section 1. Amending Chapter 20, Article V, Section 20-219. Chapter 20, Article V, Section 20-219 is hereby amended, as follows:

"Sec. 20-219. - Supplemental benefit component for special benefits; Chapter 175 share accounts.

- (1) *Share plan established.* There is hereby established an additional plan component to provide special benefits in the form of a supplemental retirement, termination, death and disability benefit to be in addition to the benefits provided for in the previous sections of this Plan, such benefit to be funded solely and entirely by F.S. ch. 175, premium tax monies for each plan

year which are allocated to this supplemental component as provided for in F.S. § 175.351. Amounts allocated to this supplemental component ("Share Plan") shall be further allocated to the members, ~~and~~ DROP participants, and eligible retirees in the manner described in this section.

- (2) Effective September 30, 2019, there is hereby created a supplemental retirement benefit in accordance with this subsection. The supplemental retirement benefit shall ~~consist of~~ establish an individual share account for each active firefighter, including DROP participants, employed by the City of St. Augustine on or after ~~the effective date~~ September 30, 2019. The supplemental retirement benefit shall be funded solely by premium tax revenues received by the city pursuant to F.S. ch. 175, as provided in this section.
- (3) The total initial amount to be allocated to the members' share accounts as provided in paragraph (a) shall be one hundred thirty-one thousand seven hundred forty-eight dollars (\$131,748.00). For plan years beginning October 1, 2019 ~~until through the plan years ending December 31, 2024~~ September 30, 2024 and after, all premium tax revenues received by the city pursuant to F.S. ch. 175, in excess of one hundred sixty-two thousand four hundred twelve dollars and sixty-one cents (\$162,412.61) shall be split 50/50, with fifty (50) percent of the excess allocated to the members' share accounts as provided in paragraph (b), and fifty (50) percent used to reduce the city's annual contribution to the plan. For plan years beginning January 1, 2025 October 1, 2024 and after, all premium tax revenues received by the city pursuant to F.S. ch. 175, in excess of one hundred sixty-two thousand four hundred twelve dollars and sixty-one cents (\$162,412.61) shall be split 60/40, with sixty (60) percent of the excess allocated to the members' share accounts as provided in paragraph (b), and forty (40) percent used to reduce the city's annual contribution to the plan. Members' share accounts shall be credited with premium tax revenues and investment earnings or losses, and distributed as follows:
 - (a) *Initial crediting.* No later than one hundred eighty (180) days after December 14, 2020, the share account of each active firefighter and DROP participant on the city's payroll as of September 30, 2019, shall be credited an equally proportionate share of the accumulated excess premium tax revenues of one hundred thirty-one thousand seven hundred forty-eight dollars (\$131,748.00), as provided in this paragraph. Each member employed as a firefighter on September 30, 2019 shall receive one share for each month of total credited service. The total value of each share shall be determined based on the total number of shares divided into the total accumulated excess premium tax revenues (one hundred thirty-one thousand seven hundred forty-eight dollars (\$131,748.00)).
 - (b) *Annual crediting.* Effective October 1, 2020, and each October 1 thereafter, the share account of each active firefighter and DROP participant on the city's payroll as of the preceding September 30th shall

be credited as follows. Each active firefighter and DROP member who was employed on the preceding September 30th shall receive one share for each month of credited service earned during the plan year ending on the same September 30th. The total number of shares ~~thus determined of~~ active firefighters and DROP participants shall be divided into the premium tax revenues allocated to the share plan for that year in accordance with subsection (3) above. Effective October 1, 2025, the total number of shares of active firefighters, DROP participants, and members who retired on or after September 30, 2019, shall be divided into the premium tax revenues allocated to the share plan for that year in accordance with subsection (3) above. The terms and conditions applicable to annual share account allocations pursuant to this section are subject to periodic negotiations, and annual allocations may be reduced or discontinued in the future. Members and Retirees only have a right to the balance in their individual share accounts, and nothing herein shall be construed to vest retirees with a right to future allocations of available funds.

- (c) *Investment earnings and losses.* Effective October 1, 2019, and each October 1 thereafter, the share account of each active firefighter and DROP member, and, effective October 1, 2025, the share account of each member who retired from the Plan on or after September 30, 2019, shall be credited or debited with earnings or losses based upon the amount in the share account at the close of the immediately preceding fiscal year end at a rate equal to the pension trust fund's actual net rate of investment return for the preceding plan year. The net rate of investment return is determined as of the last business day of the fiscal year, which is the valuation date, and member share accounts shall be debited or credited with earnings or losses as of such date.
- (d) *Distribution of share accounts.* An active firefighter or DROP member with ten or more years of credited service upon termination of employment and a member who retired on or after September 30, 2019, shall be eligible to receive a distribution of up to one hundred (100) percent of the balance in his or her share account, together with all earnings and losses thereon, as provided in paragraph (f). No benefit shall be payable to an active firefighter who terminates covered employment with less than ten (10) years of credited service. The share account balances of such non-vested terminated members shall be redistributed among all eligible member's share accounts in the same manner as premium tax revenues in the following calendar year. The designated beneficiary of an active firefighter or retiree who has died shall receive the accumulated total of his or her share account balance. An active firefighter awarded a disability pension from the pension trust fund shall be eligible to receive the accumulated total of his or her share account balance. There shall be no forfeiture of a member's share account based on the member's death, disability or termination of employment with ten (10) or more years of credited service. Such

payment of share account benefits ~~shall~~may be by lump sum, which shall consist of the accumulated total balance of the active firefighter's share account, or, at the member's direction, the share account balance may be retained in the Plan for a period not to exceed 5 years, or the entire balance or a portion thereof may be rolled over to another qualified plan in accordance with the Internal Revenue Code, with an additional payment made for any prorated amount credited in the year following termination of employment.

- (e) *Eligibility for benefits.* Any member (or their beneficiary) who terminates employment as a firefighter with the city or who dies, upon application filed with the board, shall be entitled to be paid the value of their individual member share account, subject to the following criteria:

(i) *Retirement benefit.*

1. A member shall be entitled to one hundred (100) percent of the value of their share account upon normal or early retirement pursuant to section 20-196, or if the member enters the DROP, upon termination of employment. An eligible retiree receiving a share plan allocation after retirement shall be entitled to one hundred (100) percent of the value of their share account at any time following such allocation.
2. Such payment shall be made as provided in paragraph (f).

(ii) *Termination benefit.*

1. In the event that a member's employment as a firefighter is terminated by reason other than retirement, death or disability, he or she shall be entitled to receive the value of his or her share account only if he or she has ten (10) or more years of credited service on the date of termination.
2. Such payment shall be made as provided in paragraph (f).

(iii) *Disability benefit.*

1. In the event that a member is determined to be eligible for either an in-line of duty disability benefit pursuant to section 20-198(1), or a not-in-line of duty disability benefit pursuant to section 20-198(3), he or she shall be entitled to one hundred (100) percent of the value of their respective share account.
2. Such payment shall be made as provided in paragraph (f).

(iv) *Death benefit.*

1. In the event that a vested member, ~~or~~ DROP participant, or retiree dies ~~while actively employed as a firefighter~~, one hundred (100) percent of the value of their ~~member~~ share account, if any, shall be paid to their designated beneficiary as provided in section 20-197.
2. Such payment shall be made as provided in paragraph (f).

- (f) *Payment of benefits.* If a member or DROP participant terminates employment for any reason or dies and he/she or their beneficiary is otherwise entitled to receive the balance in the member's share account, the member's share account shall be valued by the plan's actuary on the next valuation date following death or termination of employment. Upon a request for payment from a member's entire share account balance, or for a rollover to a qualified retirement plan, Payment payment of the share account balance shall be made as soon as administratively practicable following the valuation date, but not later than one hundred eighty (180) days following the valuation date. A member who is eligible to receive a distribution of his or her share account due to retirement from the Plan, or such member's beneficiary, may elect to leave all, or a portion of the member's share account balance in the Plan for a period not to exceed 5 years following the date the member first becomes eligible to receive a distribution of his or her share account. During such period, the account shall continue to be credited or debited with interest as provided in paragraph (c). A retiree who receives an allocation to his or her share account after retirement is entitled to receive a distribution of up to one hundred (100) percent of the balance in his or her share account, or rollover all, or a portion of, such balance to another qualified plan in accordance with the Internal Revenue Code, at any time following such allocation; or, he or she may elect to leave all or a portion of the allocation in the Plan for a period not to exceed 5 years following the date the funds are allocated. During such period, the account shall continue to be credited or debited with interest as provided in paragraph (c).
- (g) For purposes of this section 20-219, the term "retire" or "retired" means termination from employment with immediate eligibility for early or normal retirement, with immediate commencement of retirement benefits following such termination, and includes members who terminate employment following DROP participation.

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.

Nancy Sikes-Kline, Mayor-Commissioner

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, A.I.C.P.
City Manager

DATE: May 29, 2025

RE: Agenda Item for June 9, 2025, Commission Meeting;
Adoption of Ordinance 2025-07 adopting the City of St. Augustine West City
Community Redevelopment Area Plan, First Reading and Public Hearing

The Neighborhood Services and Community Redevelopment Agency Manager is asking that this item be placed on the June 09, 2025, City Commission Regular Meeting Agenda under Ordinances and Resolutions- Public Hearing Required.

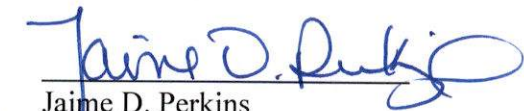
Attached please find Ordinance 2025-07 inclusive of "Exhibit A", the West City Community Redevelopment Area (WCCRA) Plan. I am also including the Business Impact Estimate, which as of October 1, 2023, per state statute is required to be published prior to advertising the aforementioned ordinance. During the Monday, May 12, 2025, Community Redevelopment Agency (CRA) Special Meeting, the CRA Board adopted Resolution 2025-12, recommending the West City Community Redevelopment Area (WCCRA) Plan to the St. Augustine City Commission for formal adoption by Ordinance and a Public Hearing.

Recommendation | Action Item:

Staff recommends that the Mayor and Commissioners open a duly noticed public hearing and allow first reading of Ordinance 2025-07 and refer Ordinance 2025-07 to second reading, public hearing, and adoption during the Monday, June 23, 2025, regular meeting of the St. Augustine City Commission.

Your attention to this matter is appreciated. I am available to answer any questions you may have.

Regards,


Jaime D. Perkins
Neighborhood Services & CRA Manager

cc: Assistant City Managers, City Attorney, Department Directors

Attachments: Business Impact Estimate, Ordinance 2025-07, "Exhibit A"- WCCRA Plan



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. In addition, even if one or more exemptions are identified, the City may nevertheless choose to provide information concerning the proposed ordinance in the “Business Impact Estimate” section below. This Business Impact Estimate Form may be revised following its initial posting.

Proposed Ordinance Title/Reference:

Ordinance No. 2025-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, PERTAINING TO THE CITY OF ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY, ADOPTING THE WEST CITY COMMUNITY REDEVELOPMENT PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; 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:

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 below 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 West City Community Redevelopment Plan serves the public health, safety, morals and welfare of the City of St. Augustine as it implements a strategic method for revitalizing the West City special district, continues to address statutory conditions identified in the Finding of Necessity by focusing on community stabilization, public space enhancements and beautification, business development, mobility and connectivity, way-finding, and historic preservation. The six-point Strategic Goals are intended to adhere to the benefit of residents, visitors, and those entities situated within the redevelopment area's geographic boundaries.

- 2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of St. Augustine Historic Area Community Redevelopment Area, 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/Town's/Village's] regulatory costs, including estimated revenues from any new charges or fees to cover such costs.**

There are a) no compliance costs; b) no additional charges/fees; and c) no regulatory costs associated with the adoption of the Plan.

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

All businesses located within the boundaries of the West City Community Redevelopment Area are intended to benefit from the Plan's strategic goals.

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

Community Redevelopment Areas are established to promote economic development, reinvestment in communities, improve commercial corridors and promote business development. With more than 220 thriving CRA's in Florida, data shows that businesses within CRA boundaries are positively impacted.

ORDINANCE NO. 2025-07

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, PERTAINING TO THE CITY OF ST. AUGUSTINE COMMUNITY REDEVELOPMENT AGENCY, ADOPTING THE WEST CITY COMMUNITY REDEVELOPMENT PLAN; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida legislature enacted the Community Redevelopment Act of 1969 (Part III of Chapter 163, Florida Statutes), in order to provide certain redevelopment powers to eligible municipalities and counties; and

WHEREAS, by Resolution 2000-22 enacted by the City Commission on November 29, 2000, the City Commission created the Community Redevelopment Agency of the City of St. Augustine, Florida; and

WHEREAS, the City Commission declared itself to be the Community Redevelopment Agency to carry out the redevelopment of the West City Community Redevelopment Area; and

WHEREAS, by Resolution 2024-14 on April 22, 2024, the City Commission made a Finding of Necessity in the western section of the City of St. Augustine establishing West City Community Redevelopment Area; and found that rehabilitation, conservation, redevelopment, or a combination thereof, of the West City Community Redevelopment Area is necessary in the interest of public health, safety, and welfare of the residents of the City; and

WHEREAS, the City Commission designated funding of a Redevelopment Trust Fund for community redevelopment within the West City Redevelopment Area in accordance with the West City Community Redevelopment Plan (the "Plan"), including any amendments or modifications thereto, as provided in Section 163.387, Florida Statutes; and

WHEREAS, by Resolution 2025-12 on May 12, 2025, the St. Augustine Community Redevelopment Agency recommended for approval to the City Commission the adoption of the West City Community Redevelopment Area Plan ("The Plan"); and

WHEREAS, in 2019, the Florida Legislature created section 163.3755 of the Redevelopment Act which provides that a Community Redevelopment Agency in existence on October 1, 2019, shall terminate on the expiration date provided in the Agency's charter on October 1, 2019, or on September 30, 2039, whichever is earlier, unless the governing body of the municipality that created the community redevelopment agency approves its continued existence by a majority vote of the members of the governing body; and

WHEREAS, in 2023, the City of St. Augustine sought to address documented conditions of slum and blight present in West City and retained Inspire Placemaking Collective to prepare a West City Community Redevelopment Plan; and

WHEREAS, the *West City Community Redevelopment Plan* was prepared to reflect the existing CRA conditions, and additional capital projects and redevelopment programming through the CRA's operational timeframe of January 1, 2054, which is not later than 30 years after the fiscal year in which the West City Community Redevelopment Area was initially established; and

WHEREAS, the *West City Community Redevelopment Plan* was presented to the St. Augustine Community Redevelopment Agency at its April 28, 2025, meeting to solicit public input and comment from the Community Redevelopment Agency; and

WHEREAS, the St. Augustine Community Redevelopment Agency provided direction to CRA Administration to initiate the adoption process of the *West City Community Redevelopment Plan*; and

WHEREAS, the *West City Community Redevelopment Plan* was presented to the St. Augustine Planning and Zoning Board, that acts as the City's Local Planning Agency (LPA), at its May 6, 2025, meeting for review and a determination of consistency with the City's adopted Comprehensive Plan; and

WHEREAS, the St. Augustine Planning and Zoning Board determined that the proposed *West City Community Redevelopment Plan* is consistent with the Goals, Objectives and Policies of the City's adopted Comprehensive Plan; and

WHEREAS, the St. Augustine City Commission has caused a public notice to be published and a notice mailed to each taxing authority as required by Section 163.346, Florida Statutes, and a public hearing to be noticed, scheduled, and held as required by Section 163.360, Florida Statutes; and

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

SECTION 1. That there exists a slum and blighted area or areas in the West City Community Redevelopment Area, and that the rehabilitation, conservation, redevelopment, or a combination thereof, is necessary in the interest of public health, safety, and welfare of the residents of the City.

SECTION 2. The *West City Community Redevelopment Plan* has been completed in accordance with Chapter(s) 163.360 & 163.362, Florida Statutes.

SECTION 2. The *West City Community Redevelopment Plan* identifies catalytic public investments, public improvements, and strategies to address the aforementioned conditions of blight and provides guidance and direction for the St. Augustine Community Redevelopment Agency activities and programs.

SECTION 3. The City Commission hereby finds, determines and declares that the proposed *West City Community Redevelopment Plan* conforms to the adopted Comprehensive Plan of the City of St. Augustine as a whole.

SECTION 4. The City Commission does hereby adopt the St. Augustine Community Redevelopment Agency's *West City Community Redevelopment Plan* for the West City Community Redevelopment Area and authorizes and directs the Community Redevelopment Agency to proceed with the implementation of the Plan.

SECTION 5. Upon adoption of the *West City Community Redevelopment Plan*, the implementation period for the Plan will extend through January 1, 2054.

SECTION 6. This Ordinance shall take effect immediately upon approval by the City Commission.

PASSED AND ADOPTED this _____ day of _____, 2025.

CITY OF ST. AUGUSTINE, FLORIDA

Nancy Sikes-Kline, Mayor-Commissioner

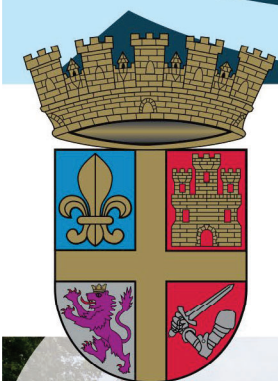
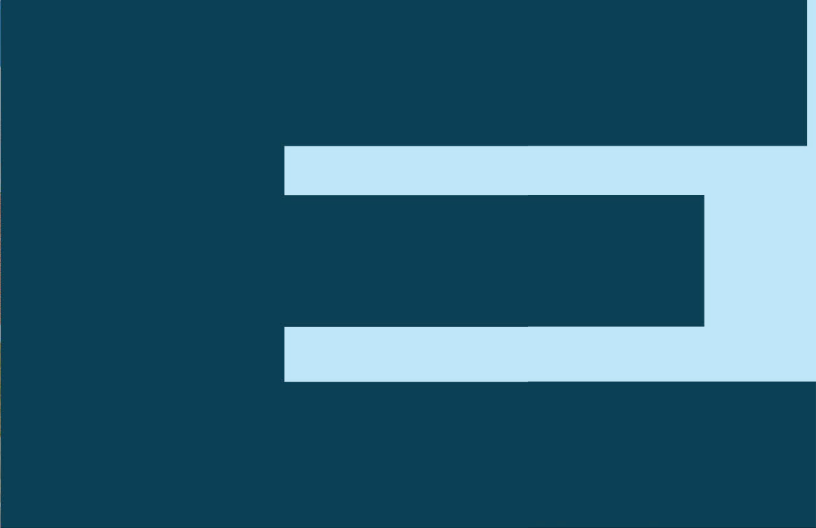
ATTEST:

Darlene Galambos, City Clerk

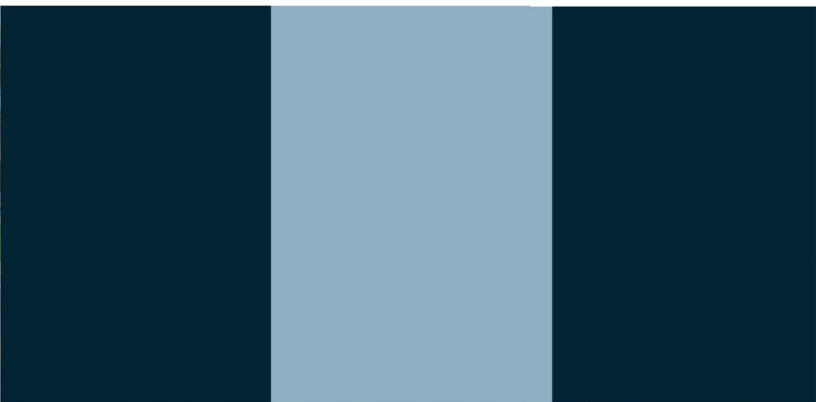
(Seal)

Exhibit A
West City Community Redevelopment Plan

DRAFT



COMMUNITY REDEVELOPMENT PLAN



PLAN CONTRIBUTORS

COMMUNITY REDEVELOPMENT AGENCY

Mayor Nancy Sikes-Kline
Vice Mayor Barbara Blonder
Commissioner Cynthia Garris
Commissioner Jim Springfield
Commissioner Jon DePreter

WEST CITY CRA STEERING COMMITTEE

Arthur Culbert, Chairperson
Diana Markovits, Vice-Chairperson
Brooke Bohall
B.J. Kalaidi
Wanda Sams
Jeffrey Kempf
Jeanne Moeller

CITY OF ST. AUGUSTINE

David Birchim, AICP, City Manager
Reuben Franklin, P.E., Assistant City Manager
Meredith Breidenstein, CPA, Assistant City Manager
Jaime D. Perkins, MPA, PMP, FRA-RA, Neighborhood Services & CRA Manager



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INTRODUCTION



INTRODUCTION

Under Florida Statute (Chapter 163, Part III), local governments can designate targeted areas as Community Redevelopment Areas (CRA's) to address conditions of "slum" and "blight" within that area. To document that the required conditions exist, the local government must evaluate the proposed redevelopment area and prepare a Finding of Necessity. If the Finding of Necessity determines that conditions satisfy the definitions of "slum and blight" per Section 163.340 (7), the local government may create a Community Redevelopment Area. Examples of conditions include but are not limited to: the presence of substandard or inadequate structures, a shortage of affordable housing, inadequate infrastructure, insufficient roadways, and inadequate parking.

CRA's are dependent special districts that utilize Tax Increment Financing (TIF) to fund projects undertaken within the district. TIF revenue is generated by the increase of property values within the designated CRA. Though CRA's are administered by local communities, any activities undertaken must be in the CRA's approved Community Redevelopment Plan, per provisions of the Florida Statutes. Community Redevelopment Plans must be consistent with local government Comprehensive Plans and outline all of the projects which may be employed to foster and support economic development and redevelopment in the CRA. Ultimately, the Community Redevelopment Agency will determine which projects and programs are implemented. Thus, some of the projects and programs may not come to fruition, however, in order to be considered, they must be identified in the Community Redevelopment Plan.

Established on April 22, 2024, by the City of St. Augustine City Commission (Resolution No. 2024-14) and supporting Finding of Necessity (FON), the West City Community Redevelopment Area had several slum and blight existing conditions identified as negatively affecting prospects for prospective redevelopment.

The conditions observed were the existence of conditions that could endanger life due to fire or other causes; a predominance of inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities; unsanitary or unsafe conditions; faulty lot layout and deterioration of site or other improvements; inadequate building and density patterns; and, higher levels of crime.

The West City Community Redevelopment Plan addresses the observed conditions of slum and blight identified in the Finding of Necessity and focuses on issues of: historic preservation; pedestrian connectivity and mobility; recreation and conservation improvements; community stabilization efforts; business acquisition and development; neighborhood beautification; public safety inclusive of community policing; and branding/wayfinding.

The intent of this West City Community Redevelopment Plan is to provide a prospective roadmap for further action in facilitating redevelopment opportunities within the West City CRA boundaries. Although a particular policy action or conceptual project may be addressed, final decisions on whether to pursue them will be made by the St. Augustine Community Redevelopment Agency and City Commission.

STATEMENT OF HISTORIC PRESERVATION

As part of the mission and goals outlined in the following West City Community Redevelopment Area Plan, it should be acknowledged that the City of St. Augustine Community Redevelopment Agency emphasizes the protection and preservation of the historic character of the City of St. Augustine, and all projects, programs, and redevelopment planning goals identified herein will consider historic preservation a critical priority upon implementation.

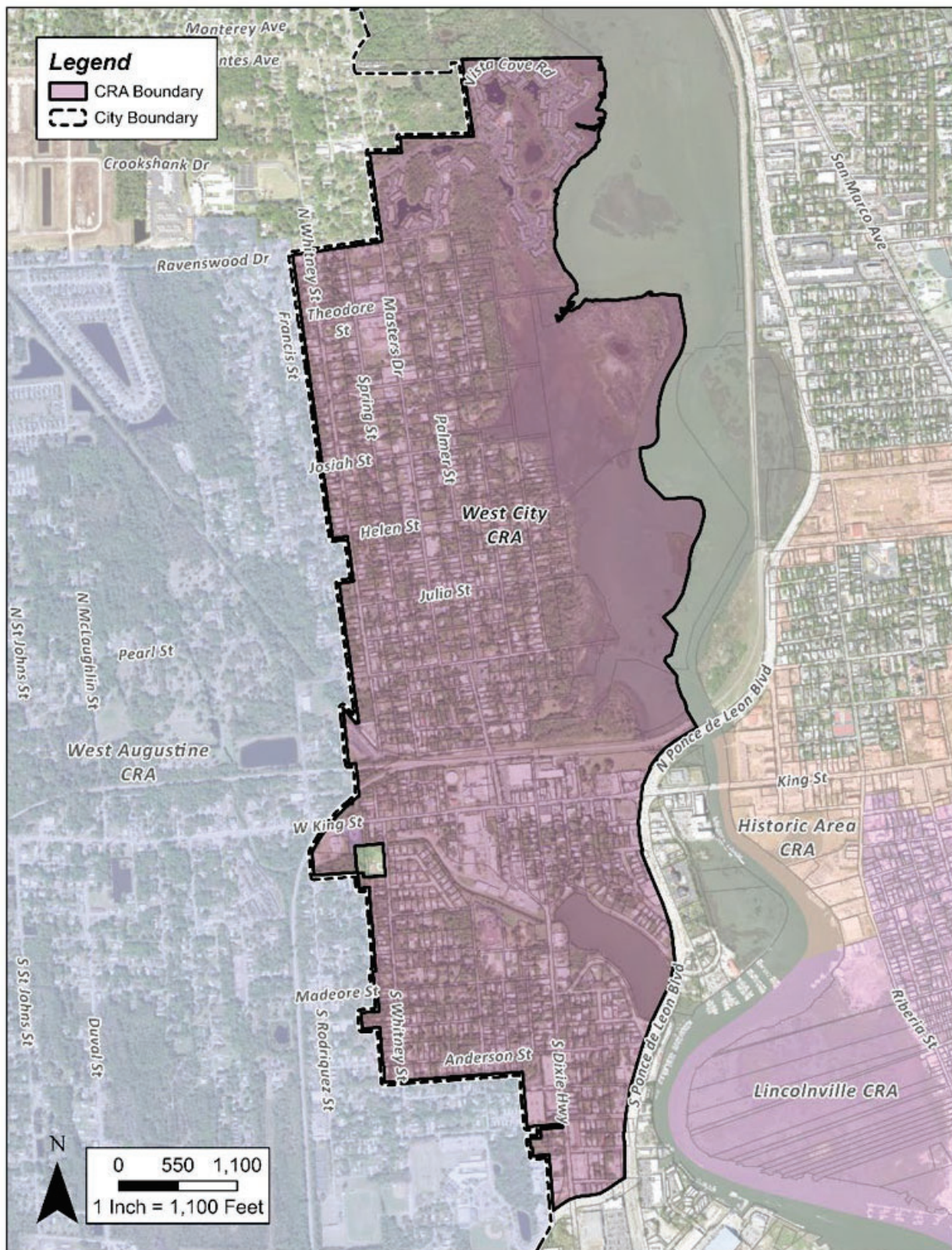
STATEMENT OF PROJECT AND PROGRAM IMPLEMENTATION

The Community Redevelopment Plan acts as a tool book to address the redevelopment challenges that have been identified in the Finding of Necessity (FON) Study for each special district. The West City Community Redevelopment Area (WCCRA) Plan provides an explanation of the special district's prior state, its status, and the vision for future redevelopment and revitalization opportunities. While the Redevelopment Plan identifies project opportunities, presents conceptual designs, as well as project and program timelines, it is important to state that there may be ideology presented in this plan that may not be executed. The implementation strategy of any project or program identified within this plan is not intended to be definitive. In addition to project and program cost and funding; public engagement, data collection, professional studies, and ultimately the approval by the City of St. Augustine Community Redevelopment Agency (CRA) will determine which projects and programs will be implemented within the defined special district.

STATEMENT OF DEBT SERVICE

The sole intended purpose of the funds generated by the West City Community Redevelopment Area (WCCRA) Tax Increment Fund (TIF) is for the implementation of projects and programs outlined within this Community Redevelopment Plan. Florida State Statute 163 states that CRA's when authorized or approved by resolution or ordinance of the governing body, a county, municipality, or Community Redevelopment Agency has power in its corporate capacity, in its discretion, to issue redevelopment revenue bonds from time to time to finance the undertaking of any community redevelopment under this part, including, without limiting the generality thereof, the payment of principal and interest upon any advances for surveys and plans or preliminary loans, and has power to issue refunding bonds for the payment or retirement of bonds or other obligations previously issued.

Figure 1. West City CRA Boundaries Map



HISTORY & BACKGROUND



HISTORY & BACKGROUND

West City Community Redevelopment Area and the larger West Augustine spatial area has a rich history relative to its location, early development, its evolution as New Augustine, and ultimately its annexation into the City of St. Augustine.

West Augustine or, as it was earlier called, New Augustine, developed in the late 19th and 20th centuries as a suburb to the City of St. Augustine and was not incorporated into the municipality of St. Augustine until 1922. A record of New Augustine's incorporation by Act of the Florida Legislature can be found in the State of Florida Laws dated 1889. A list of head of households from the 1907-1908 City of New Augustine Directory indicates a population of a few hundred residents. New Augustine was referred to as the "Baby City" in the pages of the St. Augustine Evening Record at the turn of the 20th century.

New Augustine's first African American resident was Joseph Rivers who moved there from St. Augustine in 1880. A fisherman and farmer, Rivers built a one room gabled house at 281 West King Street, about 75 feet west of Whitney Street.

The area west of the San Sebastian River, called New Augustine, was a thriving, upscale business community. Reportedly, some residents felt as though it would eclipse St. Augustine.

In its early days, the New Augustine area was the end of the line for stagecoaches, bringing travelers from the boat landings on the St. John's River at Picolata. At the turn of the century, it became a popular summer home or vacation spot, and by the 1920's, it would boast some 80 businesses and a population of roughly 3,500 residents.

The Florida Normal and Industrial Memorial College, precursor to the Florida Memorial University, was a historic Black college that moved to the West Augustine neighborhood in 1918. The students there actively participated in numerous sit-ins and demonstrations throughout the Civil Rights movement in St. Augustine.

Approximately a century ago, King Street was the main artery through New Augustine. Four major grocery stores thrived, along with dime stores, an icehouse, drug stores, a furniture store, and a shoe store.

In 1925, Carlton O'Neal's father purchased Carlton's Interior building and like many other families in the area, the O'Neal's lived above their shop.

In the 1920s, most customers came by foot and the buildings lined the road because there was no need for automobile parking and parking lots.

The construction of US Highway 1 in 1957 had an effect that defines the destiny of many more urbanized business areas. The transportation improvement drew businesses away from West King Street to the southern portion of the City. These areas had opportunities for larger business footprints and the parking lots that would serve them. Catering to national retail tenants also resulted in business challenges for the West King Street businesses. Several businesses closed.

Of course, attracting national retailers also had its positive side as noted by Rob DiPiazza, owner of Screen Arts at 239 West King Street, "a national retailer doesn't just arbitrarily choose a business location for its operation" suggesting that the demographics of the area were supportive of market activity.

In the 1980s, the ebb and flow of business activity on West King Street led City leaders to consider establishing the area as blighted to potentially pursue Industrial Development Bonds for redevelopment efforts.

As recounted by Linda Murray in her St. Augustine Record neighbors column, dated August 19, 2004 and entitled, "A trip down the West Side's Memory Lane": West City has been a very vital urban center in the more recent past as well showcasing a number of uses inclusive of retail, entertainment and education.

Back in the day, there was a hamburger joint where Kings Auto Repair shop stands; there was Broudy's Grocery, Shingler's Drug Store, Andrew's Market, Carlton's Interiors, and Zoric Laundry located between US 1 and Palmer Street.

Pantry Pride Grocery store was on the corner of Palmer and King Streets; there was a little greasy spoon called Joe-Joe's across the tracks and the Sputo's had a little corner store on the corner of Palmer and Evergreen.

On the corner of Masters and Evergreen was Albritton's Feed store. On the corner of King and Palmer Streets there was the Ernest Wells barber shop and a little bar called Mac's.

These recounts are clear indicators that the West City CRA was once a thriving district. The establishment of the special district hopes to encourage the area to once again become a center of commerce, community interaction, and a vibrant part of the City of St. Augustine.

EXISTING CONDITIONS



EXISTING CONDITIONS

PURPOSE

The purpose of the Existing Conditions and Trends Analysis is to better understand the interrelated nature of the conditions in the WCCA and how they may be best addressed through projects and programs outlined in the Community Redevelopment Plan. The following analysis will include data from the City of St. Augustine, St. Johns County, the American Community Survey, and other relevant data sources.

INTRODUCTION

The West City Community Redevelopment Area (WCCRA) was created in 2024 and is anticipated to sunset in 2054. It is the third Community Redevelopment Area in the City of St. Augustine. The West City CRA is located west of the Historic Downtown of the City of St. Augustine with direct connections via W. King Street. The CRA is approximately 604 acres and is bounded to the north by Ravenswood Drive and Vista Cove Drive, to the east by the San Sebastian River and US Highway 1, to the south by State Route 207, and to the west by the City's modified boundary.

Demographics & Socioeconomics

Table 1. Population Projections

	2010	2023	Percent Change
CRA	2,536	2,684	5.8%
City	13,842	15,135	9.3%

Source: American Community Survey, 2023

POPULATION GROWTH

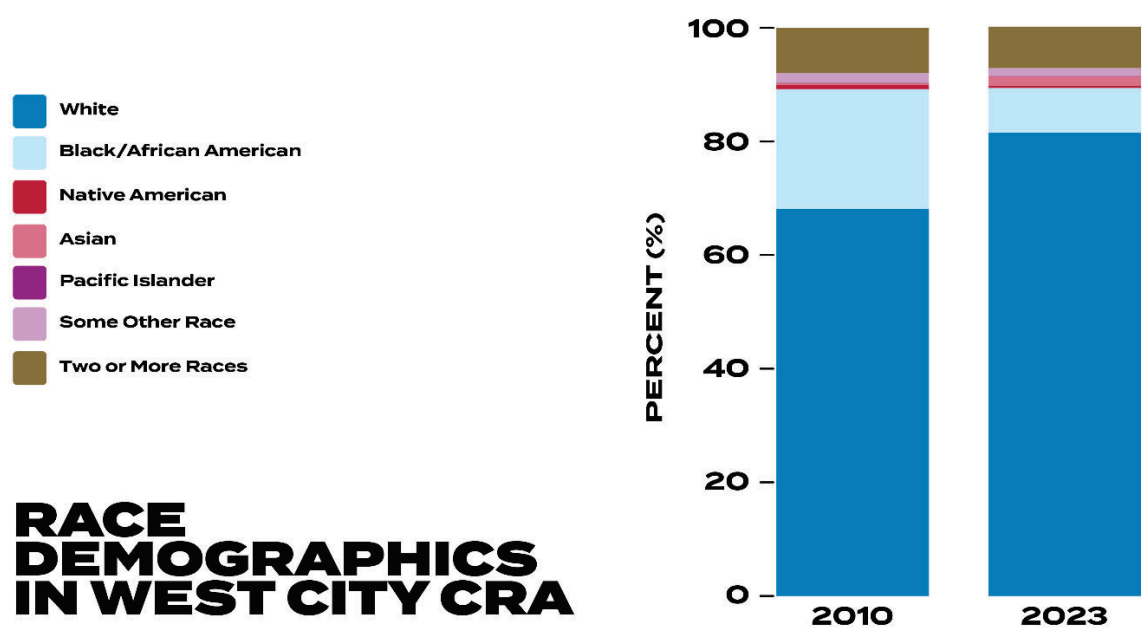
The current population of the West City CRA is estimated to be 2,684 people, according to the American Community Survey estimates for 2023. Compared to the estimated population in 2010, the area has increased in population by 5.8% over the 13-year period. In this same time period, the City has grown by 9.3%. Table 1 shows the

estimated populations for 2010 and 2023 for the City and CRA. The median age in the CRA is 43.0 years which is lower than the City’s median age of 48.4 years.

RACE & ETHNICITY

The area’s residents have a relatively high diversity index compared to the City’s (56.6 vs. 41.8), showing there is a more equal mix of races and ethnicities in the West City CRA (see Table 2). The proportion of Black and/or African American residents has shifted in the CRA since 2010, when these residents accounted for 27% of the population. Over the same time period, the proportion of residents who identify as Two or More Races has increased by 6%. The Hispanic population accounts for approximately 8.4% of the CRA.

Table 2. Race

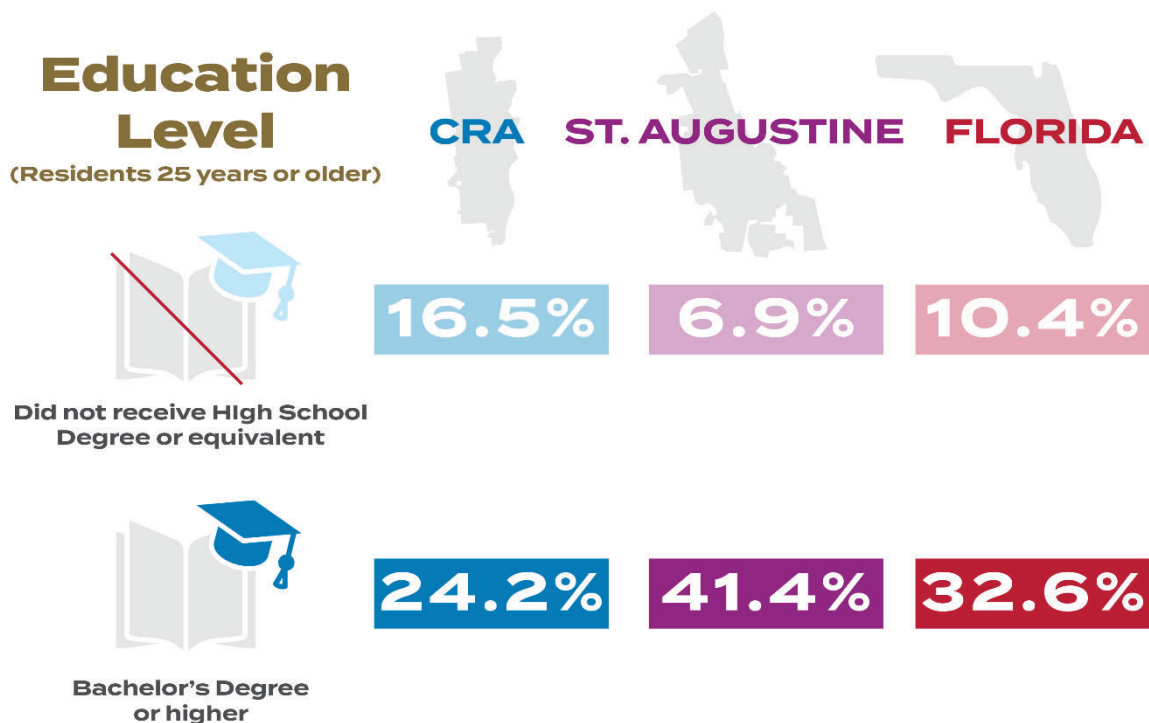


Source: American Community Survey, 2024

EDUCATIONAL ATTAINMENT

The median household income within the CRA is approximately \$44,162 and significantly less than the City's \$68,421. The disparity in median household income between the CRA and the City is likely linked to the educational attainment within the CRA, which is shown in Table 3. The proportion of residents over the age of 25 who did not attain either their high school diploma or an equivalent is 16.5% compared to the City's proportion of 6.9%. The proportion of those who pursued further education after high school is also significantly lower in the CRA compared to the City. The disparity in median household income may also be linked to the types of roles (largely professional service and retail trade) held by employed residents, which will be discussed in the next subsection.

Table 1. Educational Attainment



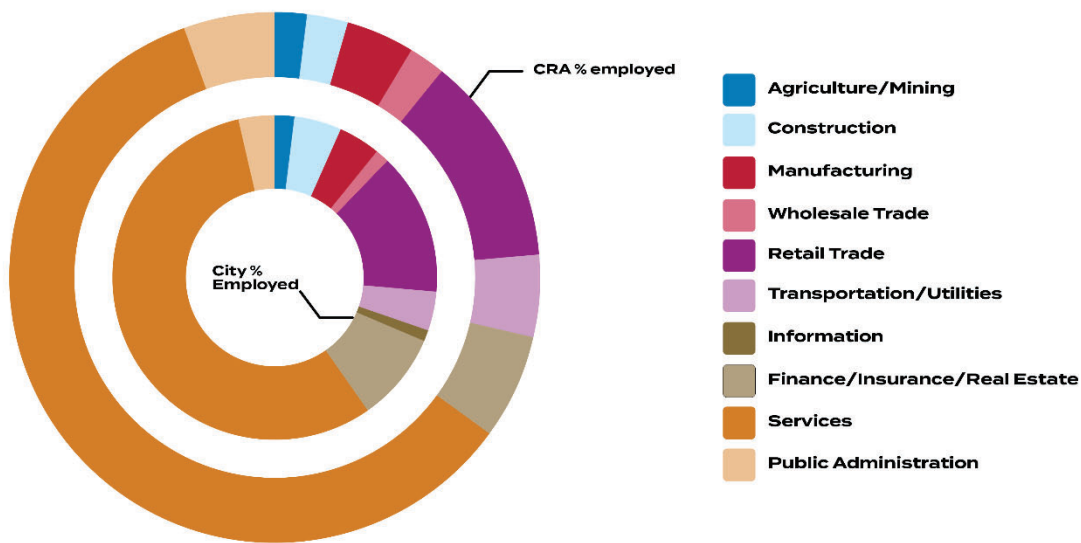
Source: ESRI BAO, 2023

LOCAL EMPLOYMENT

The Community Redevelopment Area's unemployment rate is 4.2%, which is higher than the City's unemployment rate of 2.9%. Of the employed CRA residents, many are likely commuting to other parts of the City or St. Johns County (or other proximate counties/cities) for their jobs. CRA residents are most likely to work in services (professional services, hospitality, food service, etc.) which employs 60% of the population. The next most common industries for the employed population are retail trade and FIRE Industries (Finance, Insurance, and Real Estate) (12.7% and 6.4%, respectively within the CRA; 14.3% and 8.9% respectively, Citywide). These proportions are in alignment with the City's employed residents.

Table 2. Employed Population by Industry

EMPLOYED POPULATION BY INDUSTRY

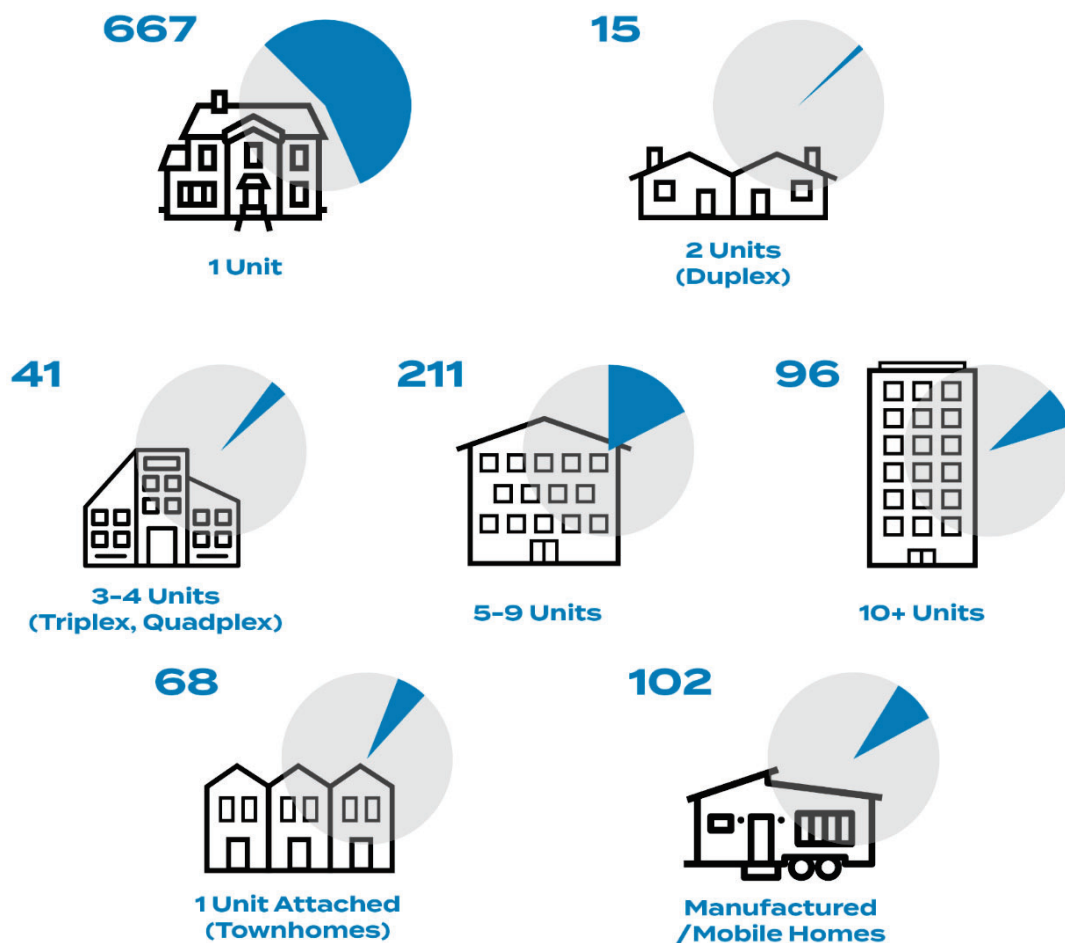


Source: ESRI BAO, 2023

HOUSING CHARACTERISTICS

According to American Community Survey estimates, the Community Redevelopment Area has approximately 1,200 housing units. Primarily, these units are single family homes on small parcels. The CRA also has a few freestanding multifamily buildings in its inventory, as well as a large condominium community near the northern boundary. The vacancy rate of residential structures is estimated to be 12% which is lower than the estimated vacancy rate for the City overall (17%) (ESRI BAO, 2023). It is likely there are some seasonally occupied units included in these estimates for the CRA and City which are used by vacationers or seasonal residents.

Table 3. Housing Units by Units in Structure



Source: American Community Survey Estimates 2017-2021, 2023

For housing structures within the CRA, the median year built is 1969. Over 50% of all housing units were built prior to 1969, and a quarter of housing units were built after 2000. There may be a need for assistance for homeowners to rehabilitate their structures with an aging housing stock. See Table 6 for more information regarding housing structure age.

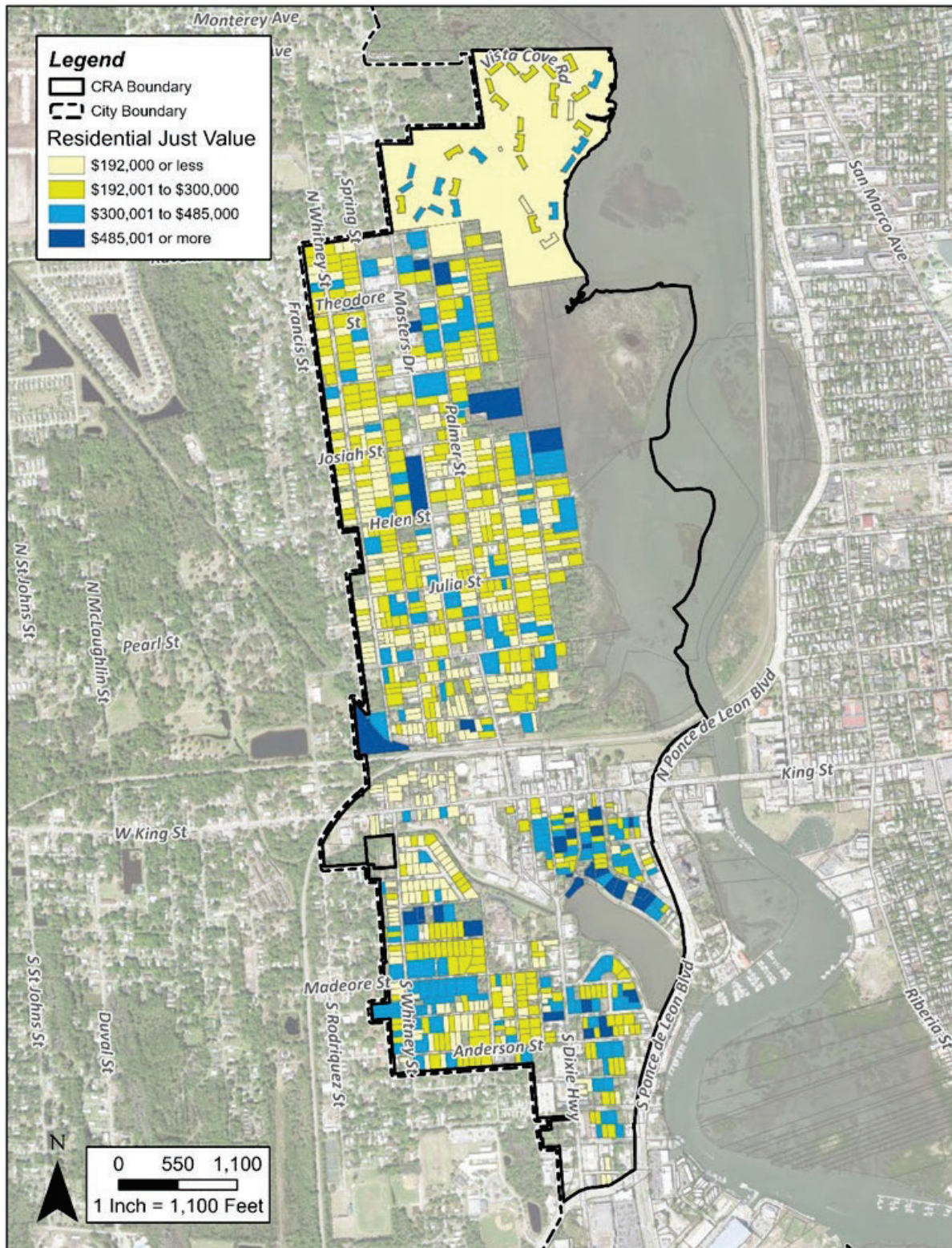
Table 4. Year of Construction for Residential Structures

Period	Percent
Built 2010 or later	1.8%
Built 2000 to 2009	24.6%
Built 1990 to 1999	10.5%
Built 1980 to 1989	7.1%
Built 1970 to 1979	5.3%
Built 1960 to 1969	12.8%
Built 1950 to 1959	22.2%
Built 1940 to 1949	3.7%
Built 1939 or earlier	12.1%

Source: American Community Survey Estimates 2017-2021, 2023

Figure 2 shows the just value of residential parcels, according to St. Johns County Property Appraiser. Just values indicate the total market value of the land value, building value, and the value of extra features on a parcel. Generally, the residential parcels south of West King Street have higher just values than the residential parcels north of West King Street. Residential parcels lining West King Street have lower just values than the median home value for the CRA, which is \$217,192. Compared to the City's overall median home value of \$429,219, many of the residential parcels within the CRA are estimated at lower just values.

Figure 2. Just Value (Residential Parcels) Map



Sources: City of St. Augustine, St. Johns County Property Appraiser, 2023

CULTURAL AND HISTORIC RESOURCES

According to data provided by the Florida State Historic Preservation Office (SHPO), an architectural survey record has been completed to date for 883 structures within the West City CRA. While all structures have not yet been evaluated for eligibility at this time, 317 structures have been determined to be eligible for the National Register of Historic Places (NRHP). Other cultural resources that have been determined to be eligible for the NRHP include the Florida East Coast (FEC) Railroad Bridge and the Congregation of Sons of Israel Cemetery, located on the western edge of the CRA. A West Augustine survey completed in 2020 identified six potential historic districts, which have yet to be determined for NRHP eligibility. In addition, four linear resources are partially within the CRA including the FEC Railroad, Ponce de Leon Boulevard / US Highway 1, West King Street, and South Dixie Highway.

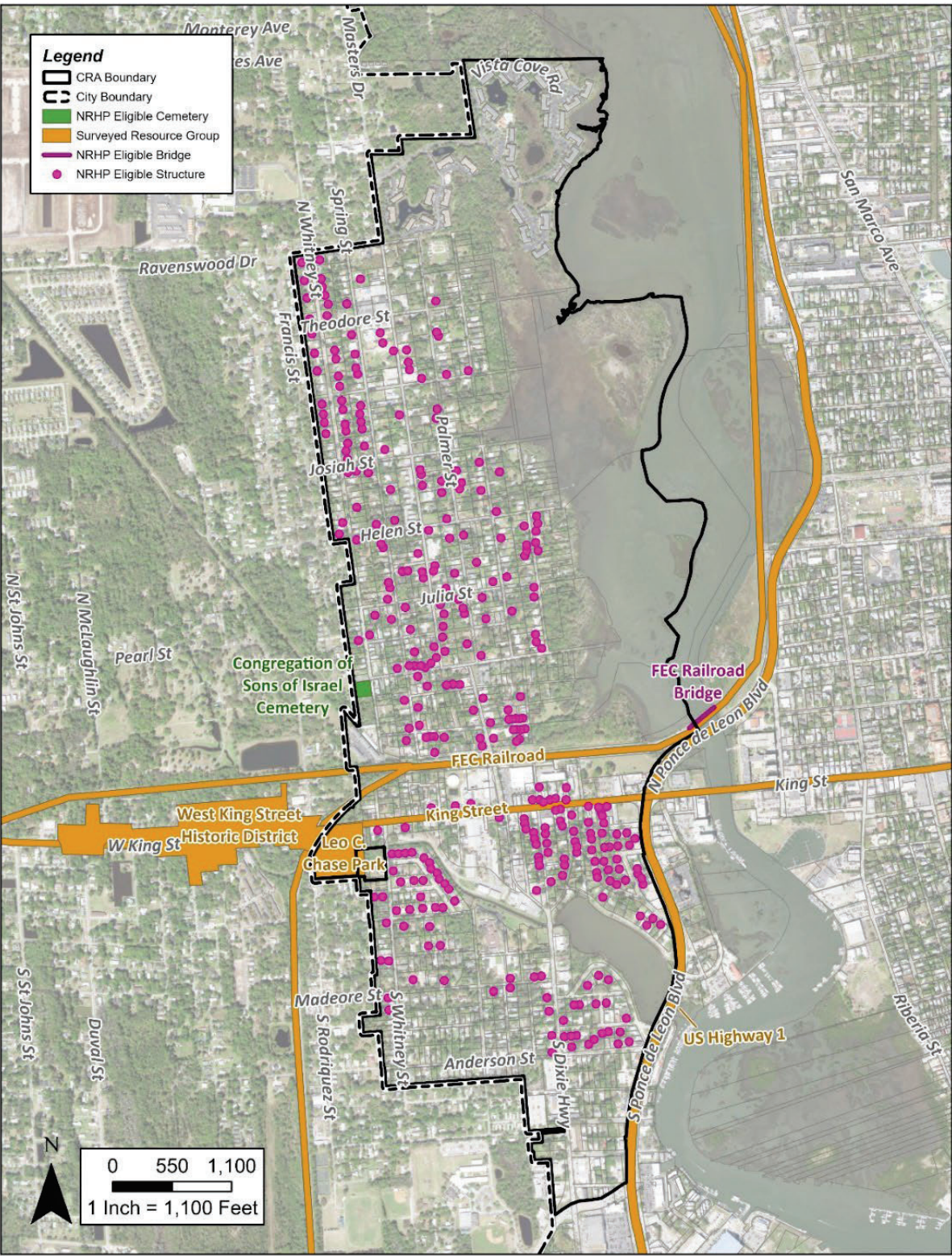
One of the first in the United States, the City's Archaeological Preservation Ordinance is unique because it evaluates and protects archaeological deposits on both public and private properties. Per the ordinance, archaeological review is part of the City's permitting process. If a building, utility, or right-of-way project occurs within a defined Archaeological Zone, spans 100 square feet in width, and extends three (3) inches deep, the work requires an archaeological review by the City Archaeologist. Within the overall City limits, a total of eighteen (18) archaeological zones that are known or have the potential to contain buried archaeological resources dating back 4,000 years ago. Archaeological Zone IIIC starts at the south end of Oyster Creek and extends towards the southern boundary of the West City CRA.

Figure 3. Photographs of West City



Photos: West City, St. Augustine, Top Right; Water Treatment Plant, Middle; Zion Missionary Baptist Church, Left; Rollins Neighborhood Green Space

Figure 4. Historic Resources Map



Sources: City of St. Augustine, Florida Division of Historic Resources, 2024

KING STREET ENTRY CORRIDOR

In 2000, the City of St. Augustine identified three entry corridors as critical gateways into the city. King Street is one of the entry corridors and bisects numerous neighborhoods and commercial and residential areas. Starting in the downtown at Granada Street, just west of City Hall, the King Street Entry Corridor extends towards the western edge of the city limits, marked by the Florida East Coast (FEC.) Railroad crossing. The western portion of the corridor which terminates at Ponce de Leon Boulevard (US-1), is unique from East King. West King serves as a local commercial hub for the neighborhoods surrounding it, including Ravenswood to the north, and the Pellicer area to the south, but is also a destination location with its shops and eateries.

The King Street Design Standards for Entry Corridors (DSEC) outline design review requirements for new building, rehabilitation, or redevelopment projects. The Corridor Review Committee (CRC) is responsible for the required design review of projects within the King Street Entry Corridor.

Figure 5. Entry Corridor Boundary Map



Sources: City of St. Augustine, Florida Geographic Data Library, 2023

Land Use

The following subsections will discuss current land use (how the individual parcels are currently being used), future land use (the City's vision for the future and the types of developments which can occur), and zoning (regulations which dictate the dimensions of developments). In addition, parks and recreational space will be discussed as their impact on the Community Redevelopment Area is incredibly important to the community.

Table 7. Current Land Use

Current Land Use	Acres	Percent (%)
Single Family Residential	181.5	31.0%
Conservation	93.8	16.0%
Multifamily	92.5	15.8%
Right-of-Way/Utilities	67.1	11.5%
Vacant	66.4	11.3%
Public/Institutional	45.1	7.7%
Commercial	19.7	3.4%
Industrial	9.3	1.6%
Mixed Use	5.3	0.9%
Office/Professional	4.6	0.8%
Total Acreage	585.31	
<i>1 Some areas within the CRA Boundary are not accounted for within the data above, specifically water bodies.</i>		

Sources: City of St. Augustine, St. Johns County Property Appraiser, 2023

current land use pattern within the CRA. The most prominent land uses in the CRA are Single Family Residential (31%), Conservation (16%), Multifamily (16%), Right-of-Way/Utilities (12%), and Vacant or undeveloped (11%). Public/Institutional, Multifamily, and Commercial land uses account for 8%, 3%, and 2%, respectively, while Industrial, Mixed Use, and Office/Professional account for small proportions (less than 2%).

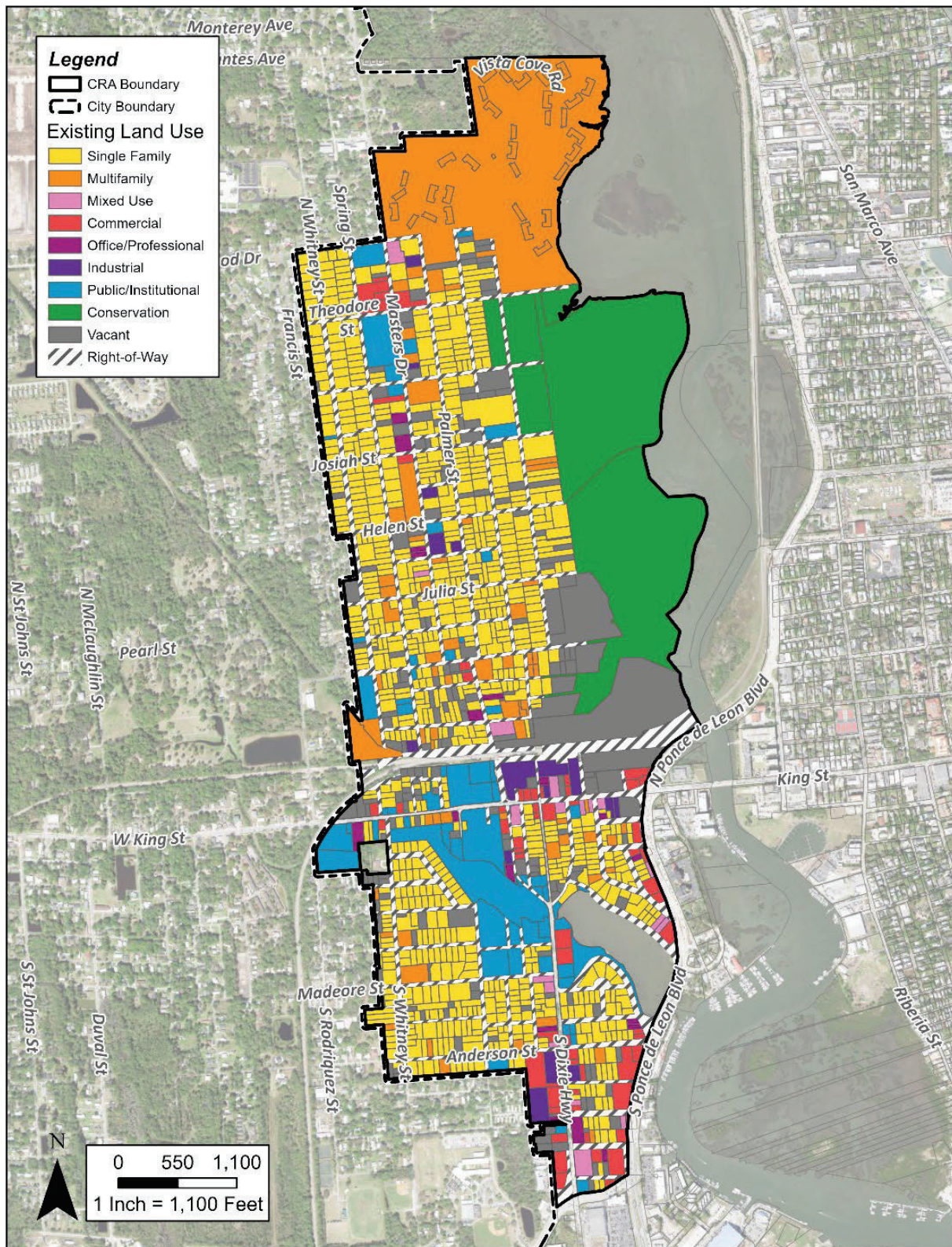
The Single-Family Residential uses are located throughout the CRA, and Conservation areas are mostly located along the San Sebastian River. Public/Institutional uses include schools, religious institutions, clubs, and government buildings, and are concentrated south of West King Street. Commercial, Office/Professional, and Mixed-Use are primarily located along the West King Street and US Highway 1 corridors.

CURRENT LAND USE PATTERNS

Current land use patterns show how parcels within an area are being used, whether for residential, commercial, industrial, or institutional uses. Understanding land use patterns can help direct future development needs or improvements for the CRA. These current land use categories are derived from the Department of Revenue (DOR) land use codes provided within the most recent data from the St. Johns County Property Appraiser.

Table 7 provides a breakdown of the acreages and proportions of each land use while Figure 6 shows a map of the

Figure 6. Current Land Use Map

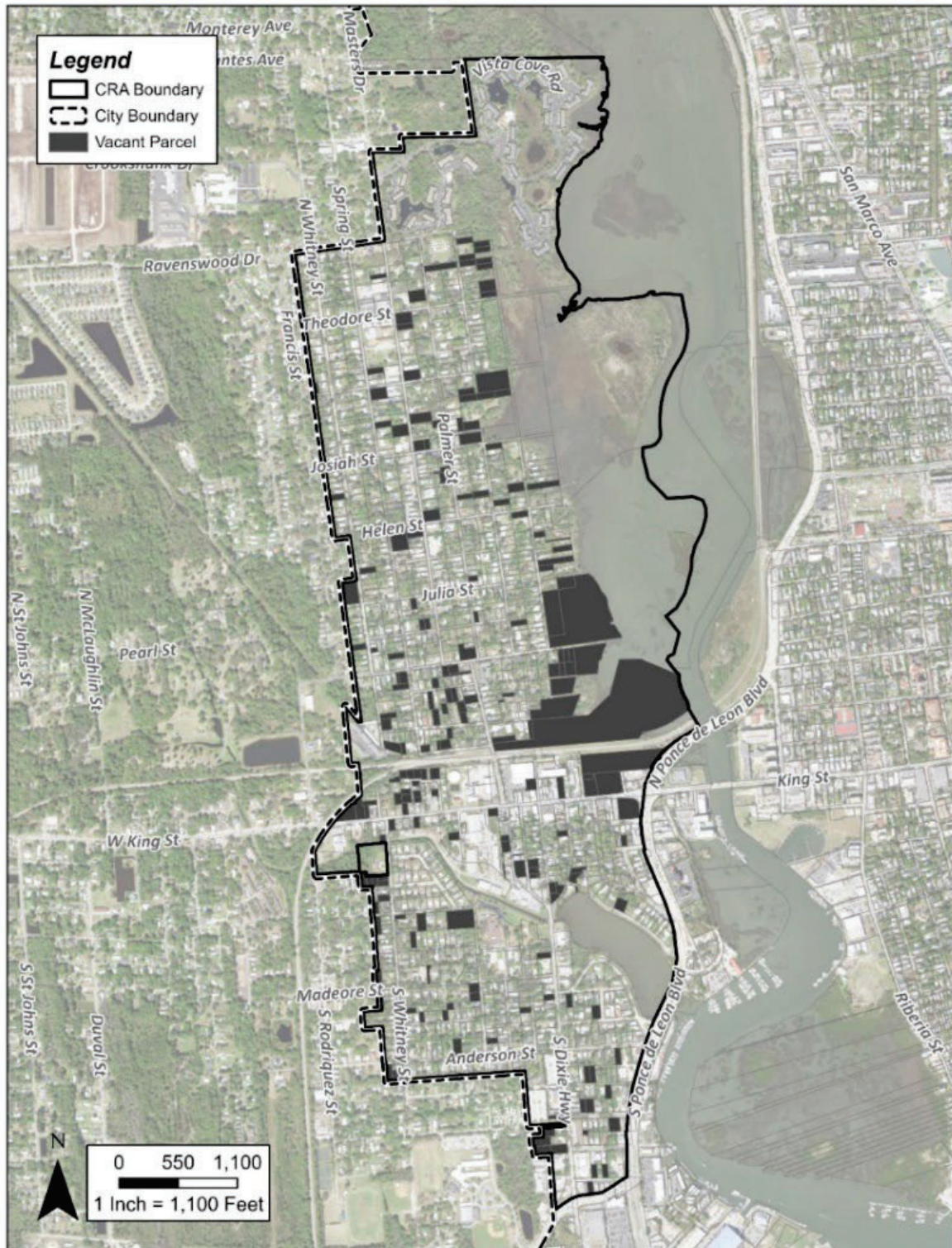


Sources: City of St. Augustine, St. Johns County Property Appraiser, 2023

VACANT PARCELS & OPPORTUNITIES

The St. Johns County Property Appraiser estimates there are 213 vacant parcels within the CRA, which are scattered throughout with a major concentration along West King Street and the San Sebastian River. The parcels along West King Street are owned by a few entities, and there seem to be opportunities to develop these parcels, apart from areas with environmentally sensitive lands (wetlands or significant habitats). The average size of vacant parcels is less than a half-acre (0.3 acres). The smaller parcels offer opportunities for infill development for residential or nonresidential uses, depending on their future land use designations. The largest parcel is 14.7 acres and is located along West King Street and the river (north of, and proximate to, the railroad tracks). However, this parcel likely contains some environmentally sensitive lands, as mentioned. Most of these vacant parcels are owned by private owners and may provide opportunities for reinvestment in the community. Figure 7 shows these vacant parcels.

Figure 7. Vacant Parcels Map



Sources: City of St. Augustine, St. Johns County Property Appraiser, 2023

FUTURE LAND USE

The City of St. Augustine's Comprehensive Plan establishes Future Land Use (FLU) designations within the City to guide future growth to match a shared community vision. The City's Future Land Use Map as well as its goals and policies provide a direction for economic growth and development in certain areas, while preserving and protecting environmental and cultural resources. Table 8 provides the breakdown of acreage and proportion of the land use in the CRA, and Figure 8 shows the future land use designations in the CRA.

Residential Low Density is the most common FLU category in the CRA and accounts for 35% of the land area. This Future Land Use Category allows for single-family dwellings and other uses compatible with low density single-family, such as public and institutional uses, child care centers, recreation, and schools. The maximum density allowed for residential uses is 8 dwelling units per acre (du/ac). The Residential Low Density designation is located throughout the CRA, as shown in Figure 8. Open Land is the second most common FLU category in the Neighborhood (22%) and is intended to separate dense urban activity from environmentally sensitive areas. The Open Land FLU category allows for single-family dwellings at up to 2 du/ac, as well as passive recreation activities and water related activities. The Open Land designation in the CRA is located along the San Sebastian River (where a conservation area is located, as discussed in a following section) and near Oyster Creek.

Table 8. Future Land Use Designations

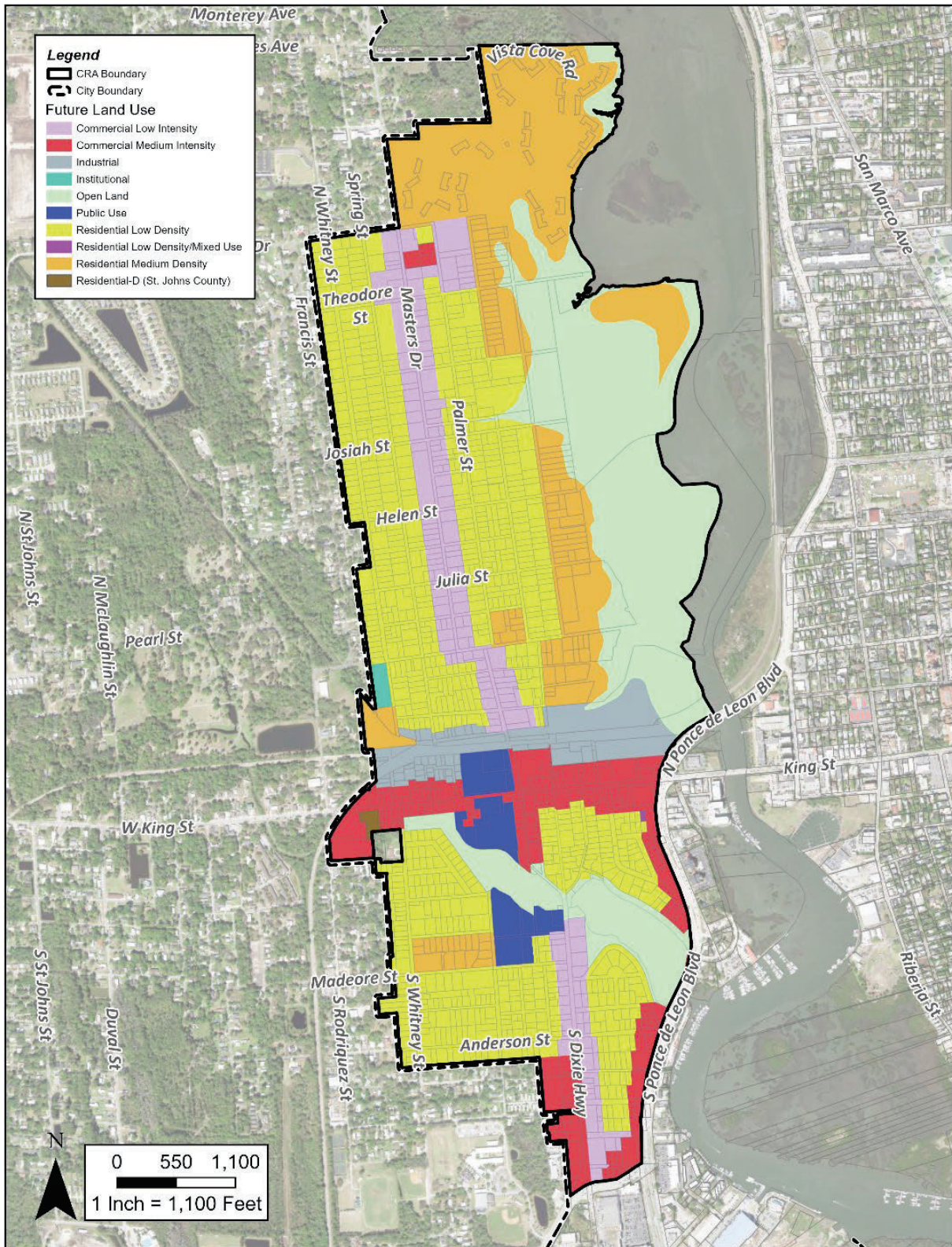
Future Land Use	Acre	Percent (%)
Residential Low Density	210.6	34.9%
Open Land	129.9	21.5%
Residential Medium Density	112.0	18.5%
Commercial Low Intensity	56.9	9.4%
Commercial Medium Intensity	49.8	8.2%
Industrial	26.2	4.3%
Public Use	15.8	2.6%
Institutional	1.4	0.2%
Residential-D (St. Johns County)	0.9	0.2%
Residential Low Density / Mixed Use	0.1	<0.1%
Total Acreage	603.6*	
*Note: This total acreage is different from the Existing Land Use total acreage due to the differences in parcel data. All roads and waterways are included in the Future Land Use but not in the Existing Land Use.		

Sources: City of St. Augustine, 2023

The Residential Medium Density and Commercial Low Intensity FLU categories account for 19% and 10% of the total CRA, respectively. The Residential Medium Density FLU category allows for a mix of single-family and multifamily residential uses, as well as nonresidential uses (a maximum of 30% of an area). The maximum density for the category is 16 du/ac and is primarily found along Florida and Nesmith Avenues, as well as in the Vista Cove condominium development. Commercial Low Intensity allows for low traffic generating commercial uses such as retail and

service-related uses to serve local neighborhoods. Recreation, institutional, and residential uses are also permitted within the FLU category, and a mix of uses is encouraged. The Commercial Low Intensity designation is primarily found along Masters Drive and South Dixie Highway.

Figure 8. Future Land Use Map



Sources: City of St. Augustine, St. Johns County, 2023

Zoning

Zoning districts are found in the City of St. Augustine's Land Development Code and assist in implementing the Comprehensive Plan by adopting development standards for each of the districts. Zoning districts guide permitted, prohibited, and conditional uses of the land, as well as site development criteria, building footprints, and public realm aspects (signage, landscaping, design, etc.). Table 9 lists the zoning districts and their associated acreage, and Figure 9 shows the district locations within the Community Redevelopment Area.

The Residential Single-Family Two (RS-2) zoning district is the most prominent in the CRA and accounts for 33% of the land area. The purpose of the RS-2 district is to allow for single-family dwellings and compatible uses, including home-based businesses and recreation facilities. Residential General One (RG-1), the second most prominent zoning designation in the CRA, allows for higher densities than RS-2 and permits nonresidential uses which are complementary. RG-1 is primarily located on the eastern edge of the CRA, near the river, and accounts for approximately 27% of the land area. Open Land (OL) is located in the Oyster Creek and Spengler Island Conservation areas and is intended to protect environmentally sensitive areas. The OL designation accounts for 13% of the CRA. Other zoning districts are present in the CRA including CL-1, CM-2, GU, IW, MOD, CL-2, RG-2, CM-1, PUD, and a few County designations (PUD, PSD, and RS-3).

Table 9. Zoning

Zoning	Acres	Percent (%)
RS-2 (Residential Single Family-Two)	180.2	33.3%
RG-1 (Residential General-One)	144.6	26.7%
OL (Open Land)	68.5	12.6%
CL-1 (Commercial Low-One)	46.7	8.6%
CM-2 (Commercial Medium-Two)	38.2	7.1%
GU (Government Use)	24.7	4.5%
IW (Industrial & Warehousing)	22.8	4.2%
MOD (Mobility Oriented Development)	5.5	1.0%
CL-2 (Commercial Low-Two)	4.7	0.9%
RG-2 (Residential General-Two)	4.3	0.8%
CM-1 (Commercial Medium-One)	1.6	0.3%
PUD (Planned Unit Development)	0.3	0.1%
Total Acreage	541.9 *	
<i>*Note: This total acreage is different from the Existing Land Use and Future Land Use total acreages due to the differences in parcel data. Some roadways and waterways are included in the Future Land Use acreages, some are included in the Existing Land Use, and no roadways are included in the Zoning districts.</i>		

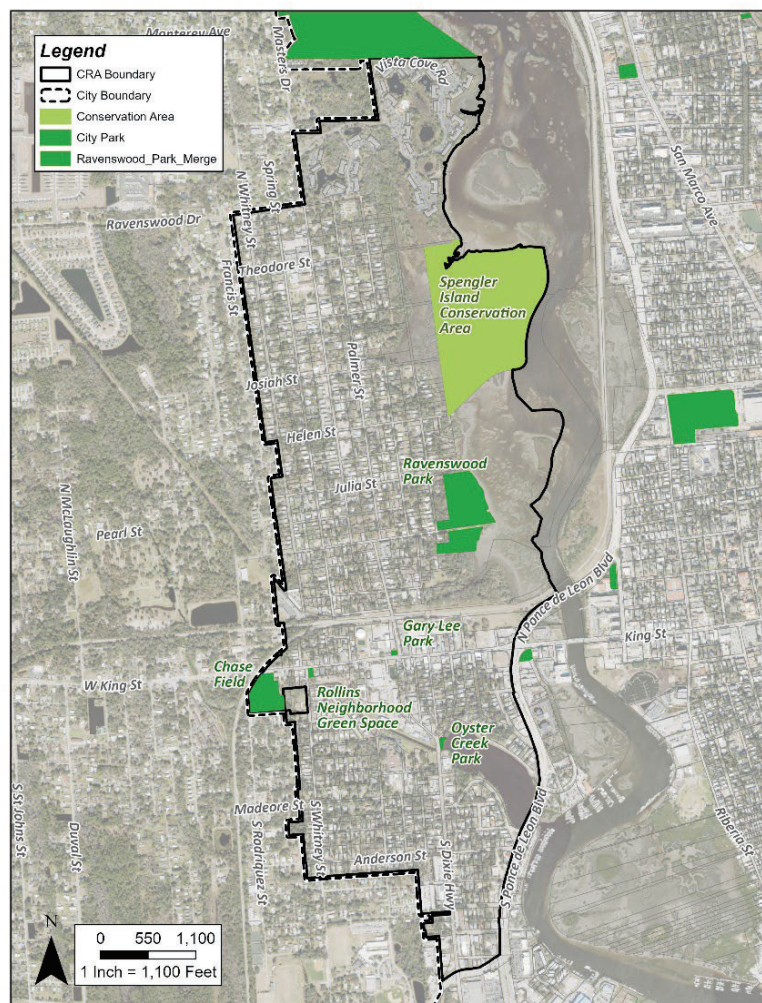
Sources: City of St. Augustine, St. Johns County, 2023

COMMUNITY REDEVELOPMENT PLAN

Parks & Conservation Areas

There are three parks within the Community Redevelopment Area: Chase Field, Gary Lee Park, and Oyster Creek Park. Chase Field is located at the western boundary of the CRA, south of West King Street, and is approximately 3.2 acres. The park is part of the Boys and Girls Club facilities and is owned by the City of St. Augustine. Gary Lee Park is located at the intersection of West King Street and Palmer Street and is less than a tenth of an acre. Rollins Neighborhood Green Space is a neighborhood green space for community use. Oyster Creek Park is located on the northwestern side of Oyster Creek along Davis Street and is approximately 0.2 acres. Spengler Island Conservation Area, a 43-acre conservation area with estuaries and marshes, is in the northeast corner of the CRA and managed by St. Johns County.

Figure 10. Parks & Conservation Areas Map



Sources: City of St. Augustine, Florida Geographic Data Library, 2023

Transportation System and Mobility Analysis

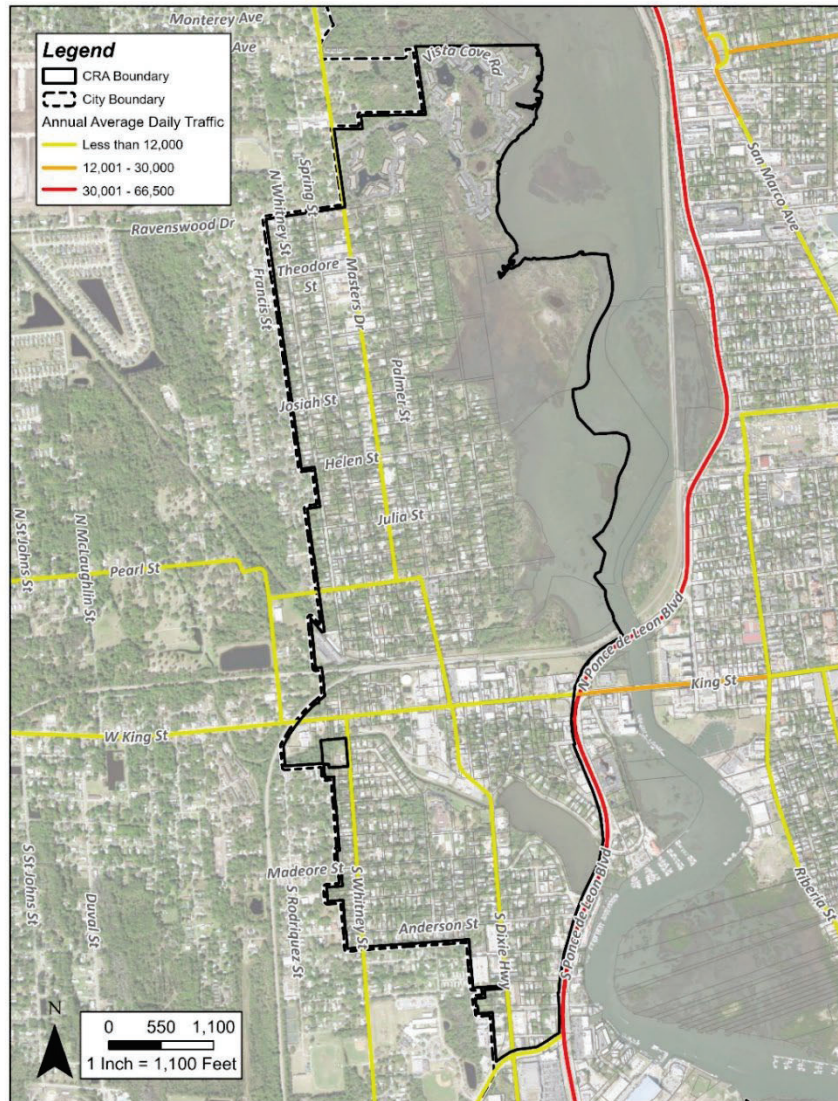
The main roadway through the CRA is W. King Street which connects unincorporated St. Johns County with St. Augustine's Historic W. Downtown and US Highway 1 (Ponce de Leon Boulevard). W. King Street has an average daily traffic count of less than 12,000 vehicle trips within the CRA, but once the roadway crosses US 1, it becomes more heavily traveled (up to 30,000 daily trips). Figure 11 shows the annual average daily traffic counts for some of the roadways within the CRA based on Florida Department of Transportation (FDOT) data. W. King Street is a County-maintained roadway, so the City of St. Augustine and the Community Redevelopment Agency will need to collaborate with St. Johns County for any potential roadway improvements.

MOBILITY PLAN

The City of St. Augustine updated their Transportation and Mobility Element of the Comprehensive Plan in 2020 to incorporate a multimodal transportation system and its funding mechanisms. The City has made an effort to coordinate multiple transportation options to meet the needs of its residents through public transportation, on-street parking, satellite parking areas, walking, biking, and other non-motorized types of mobility. The funding mechanism for this effort is mobility fees which are applied to new development or redevelopment which results in an increase in travel demand.

Within the CRA, Masters Drive, Palmer Street, Pellicer Lane and S. Dixie Highway are proposed to become complete streets, which includes multimodal transportation options such as walking, biking, driving, and public transportation. S. Leonard Street, south of W. King Street, is proposed to become a shared street, which indicates local and residential streets with lower speeds and multimodal options. A new pedestrian and cyclist trail is proposed to extend along W. King Street into the Historic Downtown. A parking garage, a park and ride, and an aerial tram are also proposed within the CRA, as well as a future rail station. These transportation improvements will allow for people to travel more easily within the CRA, as well as from the CRA to other areas of the City and County. This can lead to redevelopment and new development opportunities for residential and nonresidential buildings.

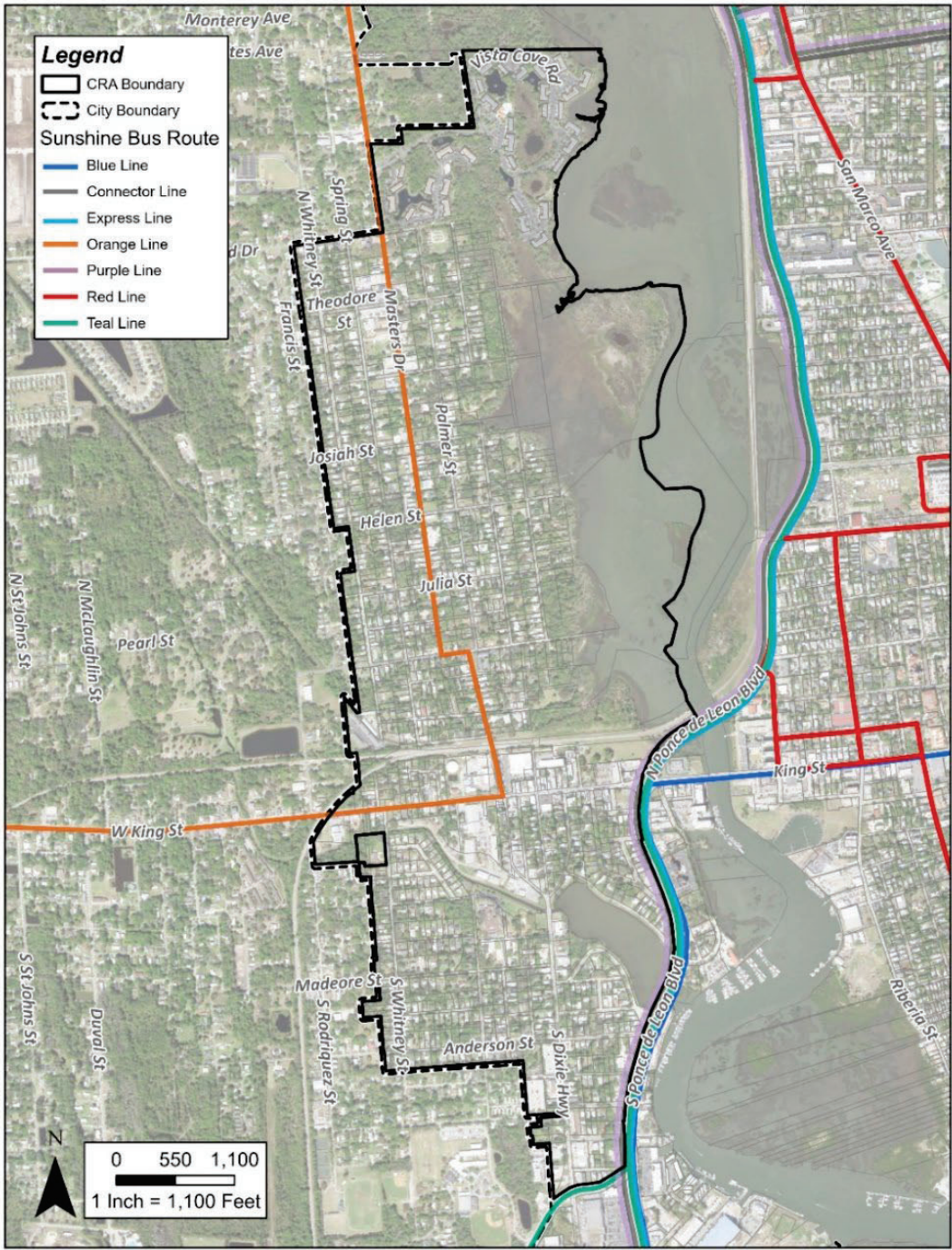
Figure 11. Traffic Map



Sources: City of St. Augustine, FDOT, 2023

The Sunshine Bus Company provides fixed-route public transportation within St. Johns County, with some connections to neighboring counties. Several Sunshine Bus Routes serve the Community Redevelopment Area, though only one (the Orange Line) runs through the center of the area along W. King Street and Masters Drive. The Blue, Purple, Teal, Express, and Connector Lines all run along Ponce de Leon Boulevard with connections to the Historic Downtown area. Community members voiced concerns over the reliability of the Sunshine Bus system with long headways and irregular schedules. St. Johns County has plans to improve the bus system in conjunction with the City of St. Augustine, including potentially repurposing and renovating existing bus shelters.

Figure 12. Public Transportation Map



Sources: City of St. Augustine, St. Johns County, 2023

Coastal Vulnerability Assessment

The City of St. Augustine assessed its coastal vulnerability in a 2016 study. This assessment showed vulnerabilities within the CRA area, specifically in the eastern part of the area near Oyster Creek and the San Sebastian River. Currently there is flooding in these areas, and with sea level rise, there are projected flooding hazards. The roadway and bridge network connecting the CRA to the Historic Downtown are at highest risk with up to three feet increase in sea level, with the W. King Street bridge becoming non-functioning with 1.5 feet of sea level rise. The City has created an Adaptation Plan to combat these vulnerabilities and hazards. Some of the adaptation measures are green infrastructure, stormwater infrastructure improvements, and policy tools to assist with the protection of existing and new development.

COMMUNITY ENGAGEMENT & PUBLIC INPUT



COMMUNITY ENGAGEMENT & PUBLIC INPUT

The West City Community Redevelopment Plan was developed using a robust public input and public engagement process. Four different public input mechanisms were used to provide the community multiple opportunities to participate in the development of the plan: stakeholder interviews, an interactive project website, and several community engagement sessions.

STAKEHOLDER INTERVIEWS

Inspire coordinated with CRA/City staff to develop a diverse and comprehensive list of stakeholders. Over the course of two weeks, the Inspire team conducted virtual and phone interviews with these stakeholders to gain insight into West City's past and the community's vision for its future.

INTERACTIVE PROJECT WEBSITE

An interactive project website was developed to provide the public with information about the West City Community Redevelopment Plan process, schedule, public meeting information and to provide an online platform for public input. The website included a community input survey as well as an interactive map of West City where visitors could leave comments and view comments.

Over the course of several months, the project site received hundreds of views and 167 survey responses and Redevelopment Area map comments.

Figure 13. Inspire Community Engagement Website



The West City CRA was established in 2024 after assessing conditions within the neighborhood. Now, the City of St. Augustine wants your help in developing the Community Redevelopment Plan based on how you'd like to enhance your community. Below, you will find several ways to share your ideas!



Source: West City CRA, Inspire, 2024. Project Website

COMMUNITY ENGAGEMENT SESSIONS

On May 15, 2024, CRA staff and Inspire attended the West King Wednesday market event and engaged with community members about the West City CRA effort. A greeting area was set up on West King Street, proximate to the market. A map of the area was shared, and attendees were encouraged to provide their insights into the current status and future direction of the West City.

On September 10, 2024, a community engagement event was hosted by CRA/City staff at Remnant Outreach (Shiloh) Church located on West King Street. The event was structured to seek community input into strategic focus areas that had been previously endorsed by the West City Steering Committee at their first meeting on August 8, 2024.

STEERING COMMITTEE OPEN HOUSE

A Steering Committee for the West City Community Redevelopment planning effort was appointed by the City Commission on July 8, 2024. Following a preliminary meeting on August 8, 2024, a review of the draft Plan was sponsored by the Steering Committee on November 14, 2024 at a City Hall publicly noticed meeting.

This meeting included a presentation regarding the proposed draft West City Community Redevelopment Plan and allowed for input on the draft Plan's contents from the Steering Committee and the public.

Figure 14. Photographs of Workshops



STRATEGIC GOALS & 6-POINT ACTION PLAN



STRATEGIC GOALS AND 6-POINT ACTION PLAN

The West City Community Redevelopment Plan proposes the following Strategic Goals to guide the St. Augustine Community Redevelopment Agency's decision-making process and redevelopment activities.

The Strategic Goals are addressed through a 6-point Action Plan.

Action Strategy 1: Community Stabilization Through Housing Policy and Other Relative Stabilization Efforts

Action Strategy 2: Public Space Enhancement/Beautification

Action Strategy 3: Locally Oriented Business Development and New Business Programming

Action Strategy 4: Mobility/Connectivity and Infrastructure Improvements

Action Strategy 5: Branding/Signage

Action Strategy 6: Continue and Enhance Efforts Regarding Historic Preservation

Note: Action strategies are not necessarily in order of priority.

COMMUNITY STABILIZATION



- Foster a stable housing stock through establishment of residential rehabilitation and repair programs
- Work with existing property owners on providing affordable housing opportunities for neighborhood residents
- Provide opportunities for new homebuyers to explore down-payment assistance programs
- Develop strategies to encourage vibrant aging in place, place savings and place-making alternatives
- Research and implement additional stabilization options; clear title, homestead exemption, heirs property program
- Pursue community policing initiatives working with adjacent neighborhoods in partnership with the City's Police Department

PUBLIC SPACE ENHANCEMENT/BEAUTIFICATION



- Improve Oyster Creek, Rollins Neighborhood and other green spaces
- Enhance the hardscape and landscape consistent with the historic character of the area
- Utilize open spaces to provide additional public amenities including signage and facilities/restroom improvements that promote a multimodal system
- Create a curb appeal program

LOCALLY ORIENTED BUSINESS DEVELOPMENT



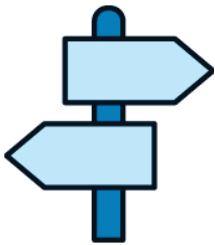
- Explore development of a building façade grant program
- Explore strategies and initiatives for economic development for the local and new business community; incentive programs, CRA marketing initiatives
- Create short term transitional business incubation space
- Increase parking supply in strategic locations
- Continue to evaluate opportunities for shared parking with private entities
- Partner with business organizations/associations to help inform/advise on future implementation of the Plan
- Explore opportunities for dedicated business delivery and ride-share zone

MOBILITY/CONNECTIVITY



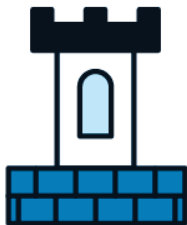
- Provide multimodal infrastructure improvements to enhance walkability
- Identify opportunities for improving and connecting sidewalks, paths, trails, and bike lanes
- Improve Streetscapes (lighting, stormwater improvement, and utilities)
- Explore opportunities to create public transportation systems
- Provide micro transit and tech-enabled shared transportation for first/last mile mobility
- Create a park-once environment and define ride share locations
- Identify sites and improvements for implementing dynamic parking strategies
- Identify initiatives to address increased wear and tear caused by commercial vehicles (dedicated delivery zones and designated areas for large trucks traveling within WCCRA)

BRANDING/SIGNAGE



- Fund wayfinding/navigational system to identify mobility alternatives and locations (i.e., pick up electronic bikes here, water taxi here)
- Provide West City themed special district branding and wayfinding signage that directs visitors to various public amenities

HISTORIC PRESERVATION



- Identify initiatives and alternatives for preserving historic assets and infrastructure/create historic preservation reinvestment opportunities to encourage public/private collaborations
- Guide resources/technical expertise towards existing historic buildings/properties located throughout the West City Redevelopment area
- Showcase the historic assets in the community by publicizing their existence and featuring historical resources in community capacity building forums/efforts
- Create a historic preservation grant program for private or institutionally owned properties/façade grant program
- Explore National Register District Designation

CAPITAL PROJECTS/ CONCEPTUAL MASTER PLAN



CAPITAL PROJECTS/CONCEPTUAL MASTER PLAN

Figure 15 shows the location of the proposed capital improvements within West City. The following capital project descriptions present the proposed public realm improvements to implement the redevelopment strategies identified within the West City Redevelopment Plan and to address issues and concerns identified during public engagement activities. Any proposed capital projects will be evaluated and prioritized by the Community Redevelopment Agency and reviewed for any required approval by the Corridor Review Committee (CRC) for projects within the King Street Entry Corridor. The Historic Architectural Review Board (HARB) must approve any proposed full demolitions of buildings that are fifty years or older.

Streetscape Projects

- W. King Street-Streetscape; areas immediately west of the intersection of US 1 and W. King Street and associated with anticipated redevelopment projects

Branding/Wayfinding Signage

- Design approach to Branding/Wayfinding associated with the West City CRA.

Mobility/Connectivity/Access Improvements

- Investigate access/connectivity to parks and open spaces.
- Implement Pedestrian/Cycling improvements.
- Shuttle and circulator stop and improvements.

Open Space and Park Improvements

- Oyster Creek/Marsh
 - Provide enhanced access/connectivity to the Creek and Marsh through completion of a connectivity study.
 - Beautification of existing amenities.
 - Landscape and trees: upgrade existing landscaping, canopy, and understory trees.
- Rollins Neighborhood Green Space
 - Improve existing amenities in the green space.
 - Consider additional features that drive green space utilization.
 - Improved lighting and site furnishings.
 - Improve access/wayfinding to green space.
 - Create pocket parks on existing non-conforming lots and incorporate neighborhood stormwater management solutions where feasible

Figure 15. Conceptual Master Plan – Proposed Capital Projects

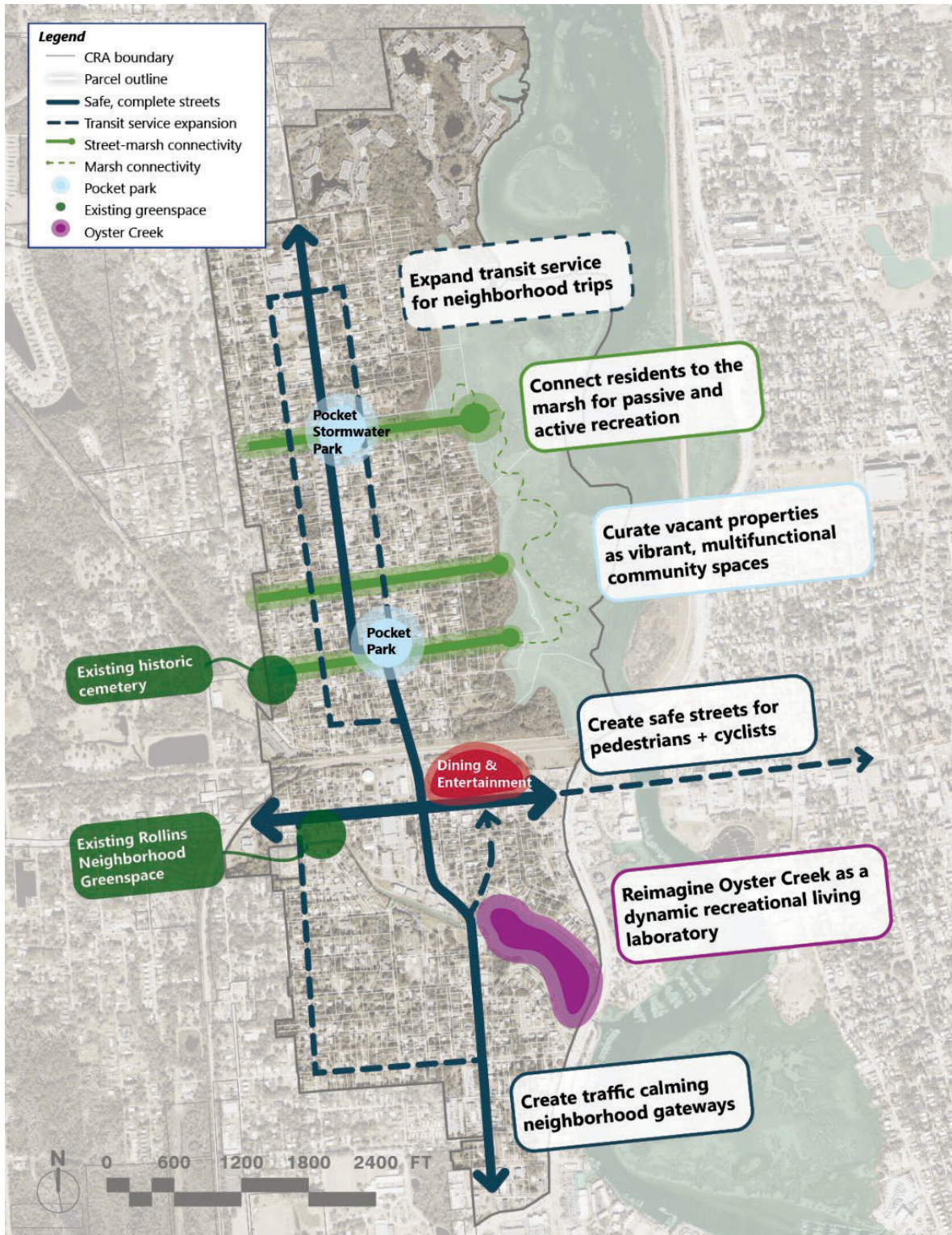
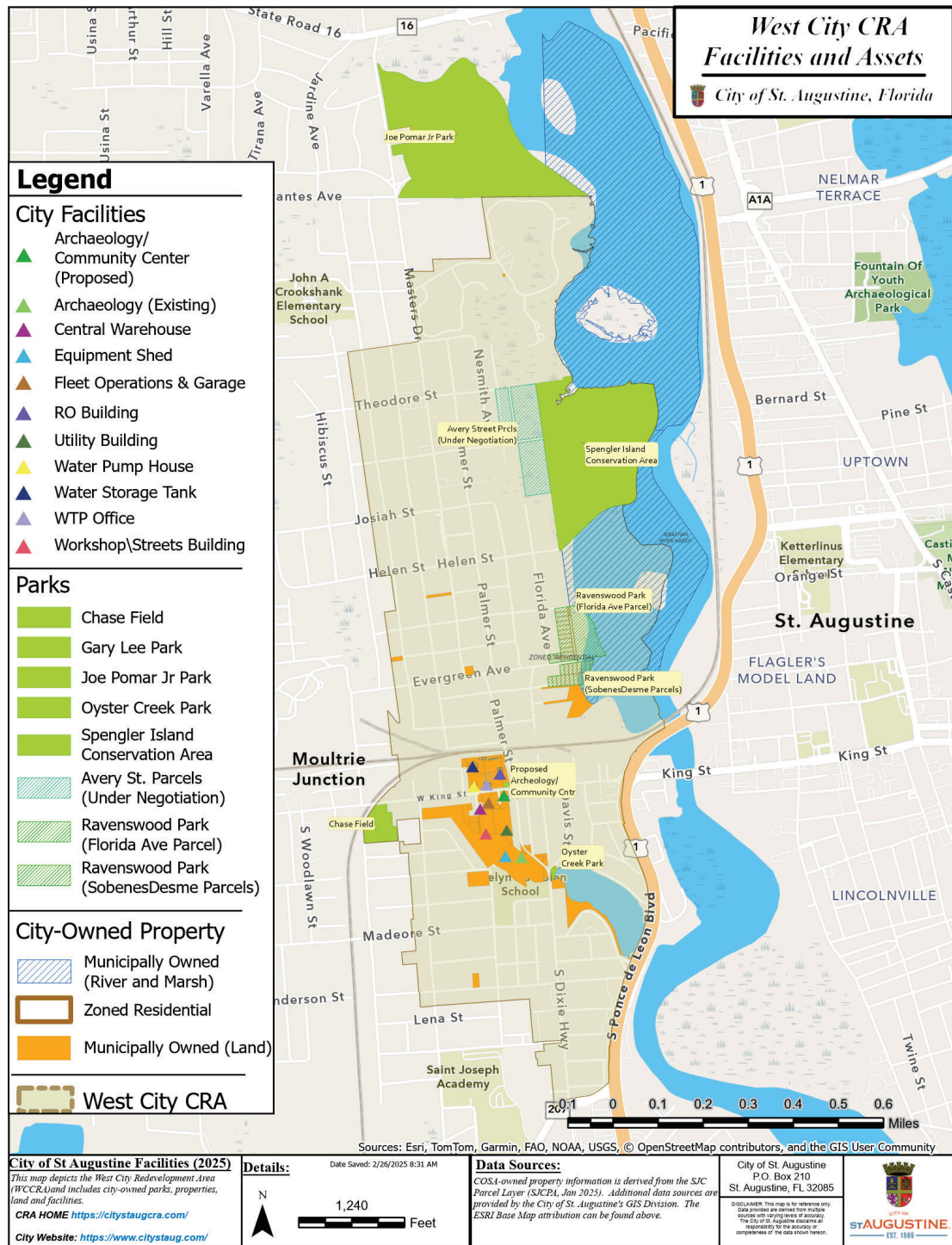


Figure 16. West City CRA Facilities and Assets



Sources: City of St. Augustine, GIS Division, COSA, 2025

Figure 17. Community Interaction Concept



Sources: Inspire Placemaking

Figure 18. Oyster Creek Park Concept



Sources: Inspire Placemaking

Figure 19. Marsh Concept



Sources: Inspire Placemaking

Figure 20. Streetscape Concept



Sources: Inspire Placemaking

TIF PROJECTIONS



TAX INCREMENT FINANCING PROJECTIONS

The following Tax Increment Financing (TIF) revenue projections show the anticipated TIF revenue for the period of 2024-2054. The projections utilize the base year value (2024), the current (2024 Preliminary Taxable Values) taxable values, and 2024 City and County millage rates as a base. Taxable values are projected to increase at 2.5% per year from 2024. The TIF collection rate for City and County taxes is 95%. The cumulative TIF revenue projected to be collected through 2054 from County and City participation is **\$15,186,487** and **\$24,474,860** respectively for a total cumulative TIF revenue of **\$39,661,348**.

Table 10. Tax Increment Fund Projections – 2.5% Growth

		Taxable Valuation	Estimated Increment Value	County Contribution @ 95%	City Contribution @ 95%	Total TIF CRA
BASE	2024	\$229,000,405				
	2024	\$229,000,405	\$0	\$0	\$0	\$0
	2025	\$234,725,415	\$5,725,010	\$25,310	\$40,791	\$66,101
	2026	\$240,593,551	\$11,593,146	\$51,253	\$82,601	\$133,855
	2027	\$246,608,389	\$17,607,984	\$77,845	\$125,457	\$203,302
	2028	\$252,773,599	\$23,773,194	\$105,102	\$169,384	\$274,486
	2029	\$259,092,939	\$30,092,534	\$133,040	\$214,409	\$347,449
	2030	\$265,570,262	\$36,569,857	\$161,676	\$260,560	\$422,236
	2031	\$272,209,519	\$43,209,114	\$191,028	\$307,865	\$498,893
	2032	\$279,014,757	\$50,014,352	\$221,114	\$356,352	\$577,466
	2033	\$285,990,126	\$56,989,721	\$251,952	\$406,052	\$658,004
	2034	\$293,139,879	\$64,139,474	\$283,562	\$456,994	\$740,555
	2035	\$300,468,376	\$71,467,971	\$315,961	\$509,209	\$825,170
	2036	\$307,980,085	\$78,979,680	\$349,170	\$562,730	\$911,901
	2037	\$315,679,588	\$86,679,183	\$383,210	\$617,589	\$1,000,799
	2038	\$323,571,577	\$94,571,172	\$418,101	\$673,820	\$1,091,920
	2039	\$331,660,867	\$102,660,462	\$453,863	\$731,456	\$1,185,319
	2040	\$339,952,388	\$110,951,983	\$490,520	\$790,533	\$1,281,053
	2041	\$348,451,198	\$119,450,793	\$528,094	\$851,087	\$1,379,181
	2042	\$357,162,478	\$128,162,073	\$566,606	\$913,155	\$1,479,761
	2043	\$366,091,540	\$137,091,135	\$606,082	\$976,774	\$1,582,856
	2044	\$375,243,828	\$146,243,423	\$646,544	\$1,041,984	\$1,688,529
	2045	\$384,624,924	\$155,624,519	\$688,018	\$1,108,825	\$1,796,843
	2046	\$394,240,547	\$165,240,142	\$730,529	\$1,177,336	\$1,907,865
	2047	\$404,096,561	\$175,096,156	\$774,103	\$1,247,560	\$2,021,663
	2048	\$414,198,975	\$185,198,570	\$818,766	\$1,319,540	\$2,138,305
	2049	\$424,553,949	\$195,553,544	\$864,545	\$1,393,319	\$2,257,864
	2050	\$435,167,798	\$206,167,393	\$911,469	\$1,468,943	\$2,380,412
	2051	\$446,046,993	\$217,046,588	\$959,566	\$1,546,457	\$2,506,023
	2052	\$457,198,168	\$228,197,763	\$1,008,866	\$1,625,909	\$2,634,775
	2053	\$468,628,122	\$239,627,717	\$1,059,398	\$1,707,347	\$2,766,745
	2054	\$480,343,825	\$251,343,420	\$1,111,193	\$1,790,822	\$2,902,015

County Millage	0.0046537
City Millage	0.0075

\$39,661,348

Total County Contribution (2024-2054)	\$15,186,487
Total City Contribution (2024-2054)	\$24,474,860
Total TIF Estimated (2024-2054)	\$39,661,348

IMPLEMENTATION SCHEDULE



IMPLEMENTATION SCHEDULE

The following tables propose a three-phase approach to implementation of the capital projects contained in the West City Community Redevelopment Area Plan. The evaluation of the Community Redevelopment Agency's accomplishments, findings from the existing conditions analysis, and the input received from residents and businesses during the construction of the West City Community Redevelopment Area Plan identified opportunities and capital improvement projects. However, common obstacles to implementation of these types of plans are financial limitations or satisfaction of any pending funding obligations.

The operational timeframe of the West City Community Redevelopment Plan is until sunset in 2054. The projects and programs identified for each of the Phases address the Plan's six redevelopment strategies: **Community Stabilization through Housing Policy; Public Space Enhancement/Beautification; Locally Oriented Business Development; Mobility/Connectivity; Branding/Signage; Continue and enhance efforts regarding Historic Preservation.**

These funding levels are conceptual and in alignment with priorities established during formulation of the plan and consistent with the community engagement component of the effort. It is anticipated that these projects and their respective conceptual funding levels will be refined and endorsed in future budget considerations by the City of St. Augustine Community Redevelopment Agency (CRA) and the City of Augustine City Commission.

The implementation strategy of any project or program identified within this plan is not intended to be definitive. In addition to project and program cost and funding; public engagement, data collection, professional studies, and ultimately the approval by the City of St. Augustine Community Redevelopment Agency (CRA) will determine the time frame in which projects and programs will be implemented in the defined special district.

Table 11. Phase 1

PHASE 1 (1-10 Years)		
Project	Scope	Funding Level
King Street Streetscape and Infrastructure Improvements*	TIF sourced funds used for initial design.	\$2,000,000
Area-wide Branding and Wayfinding Improvements	Pledge funding for design and implementation of City-approved wayfinding branding/wayfinding plan throughout West City CRA.	\$500,000
Oyster Creek, Rollins, and Other Greenspace Improvements	Initial design for access, beautification, and additional landscape improvements.	\$1,500,000
Community Stabilization	Enhance housing improvement/rehabilitation programs applicable to surrounding neighborhoods. Research and implement other stabilization efforts; partner with Legal Aid, establish a residential repair program.	\$1,500,000
Local Business Development Assistance	Consider incentive programs; assist with support for community efforts designed to increase exposure and business opportunities; assist with parking solutions, business establishment initiatives, new business incubator, and façade improvements.	\$1,500,000

Proposed Phase 1 capital projects/programs are designed to begin to implement the Strategic Vision and associated policy direction.

*Additional streets for consideration include: Evergreen Avenue, Chapin, Anderson, Christopher, Palmer, Madeore, Newcomb and Eastman and where necessary inter-local coordination with entity that controls ROW would be required.

Table 12. Phase 2

PHASE 2 (11-20 Years)		
Project	Scope	Funding Level
King Street Streetscape and Infrastructure Improvements*	Additional design/preliminary implementation associated with roadway improvement, stormwater and other utility improvements, trees and landscaping upgrades, sidewalk and lighting improvements, and street furnishings. Overall construction project.	\$7,500,000
Area-wide Branding and Wayfinding Improvements	Implementation associated with branding/wayfinding.	\$500,000
Oyster Creek, Rollins, and Future Identified Greenspace Improvements	Improvement of existing access and amenities as well as other identified public spaces.	\$2,500,000
Marsh Access Improvements	Design associated with marsh access.	\$500,000
Circulator Investigation and Transit Enhancements	Improvement of stops/signage improvements for circulators/transit.	\$500,000
Community Stabilization	Implementation of housing stabilization efforts.	\$1,500,000
Local Business Development Assistance	Implementation of local business development assistance.	\$1,500,000

Proposed Phase 2 capital projects/programs continue efforts at incrementally implementing the Plan's redevelopment strategies while kicking off a few additional public/open space and mobility efforts.

*Additional streets for consideration include: Evergreen Avenue, Chapin, Anderson, Christopher, Palmer, Madeore, Newcomb and Eastman and where necessary inter-local coordination with entity that controls ROW would be required.

Table 13. Phase 3

PHASE 3 (21-30 Years)		
Project	Scope	Funding Level
King Street Streetscape and Infrastructure Improvements*	Fully implement streetscape improvements within the King Street Corridor and continue additional infrastructure work.	\$7,500,000
Oyster Creek, Rollins, and Future Identified Greenspace Improvements	Fully implement amenity and beautification upgrades to these public/open spaces as well as other identified spaces.	\$5,000,000
Marsh Access Improvements	Implement access to the marsh on eastern boundary of the West City CRA.	\$2,500,000
Circulator Investigation and Transit Enhancements	Implement range of improvements to provide additional connectivity to downtown via enhanced transit options.	\$2,500,000
Community Stabilization	Continue community stabilization assistance programs.	\$5,000,000
Local Business Development Assistance	Continue local business development assistance programs.	\$2,500,000
Public Parking	Increase public parking supply in strategic locations.	\$2,500,000

Proposed Phase 3 capital projects/programs continue efforts at enhancing and improving overall conditions in the West City CRA.

*Additional streets for consideration include: Evergreen Avenue, Chapin, Anderson, Christopher, Palmer, Madeore, Newcomb and Eastman and where necessary inter-local coordination with entity that controls ROW would be required.

COMPREHENSIVE GOALS, OBJECTIVES AND POLICIES



COMPREHENSIVE GOALS, OBJECTIVES AND POLICIES

The vision for the West City CRA is to preserve the historic authenticity of the area, stabilize the community through local business and home improvement programs, improve and beautify public spaces for use by residents and visitors, enhance mobility and connectivity options and guide residents to community assets through wayfinding/branding opportunities.

The following Comprehensive Goals and Policies of the West City Community Redevelopment Plan provide for the projects that can be funded by the CRA. The focus areas for these Goals and Policies include: Administration; Mobility/Connectivity; Branding/Signage; Public Space enhancement/Beautification; Community Stabilization through Housing Policy; Locally Oriented Business Development; Continue and enhance efforts at Historic Preservation. These Goals, Policies and associated projects, tasks and activities are presented to provide the Community Redevelopment Agency flexibility when developing Annual Work Plans and Budgets during the West City operational period. All projects and funding will be considered and prioritized by the Community Redevelopment Agency on an annual basis as part of the West City Community Redevelopment Plan implementation.

ADMINISTRATION

GOAL 1.1 Maintain cost-effective operations of the Community Redevelopment Agency in accordance with the requirements of the Florida Statutes.

POLICIES

- Continue to utilize funding derived from TIF revenues and other sources where appropriate, to fund capital improvements and programs identified in the West City Community Redevelopment Plan through the 2054 operational timeframe of the Community Redevelopment Area.
- Utilize TIF revenue generated within the West City CRA as a funding source for the administration of the Community Redevelopment Agency and the Agency's redevelopment projects and capital improvements.
- Administer and coordinate the implementation of the West City Community Redevelopment Plan.
- The Community Redevelopment Agency will maintain a current digital map of the West City Redevelopment Area and post the map on the CRA website.
- Staff will provide an annual report to the City Commission annually.

ACTION STRATEGIES/PROJECTS

- Provide updates on projects in West City to the CRA Board at regularly scheduled meetings.
- Create and implement programming reflective of the goals identified in the West City CRA Plan inclusive of grant programming and rehabilitation, culture, and historic preservation efforts.
- Conduct public engagement for each identified individual project.

GOAL 1.2 Identify community stakeholders, to assist in the implementation of the West City Community Redevelopment Plan Goals, Action Strategies, and Projects/Activities.

POLICIES

- Coordinate with local business associations, merchant groups, Chambers of Commerce and other organizations to facilitate regularly scheduled community briefing and "informational sessions" to provide project updates and identify potential needs and opportunities.

- Contract with professional firms or organizations to implement specific West City CRA Goals, Policies, Projects/Activities.
- Collect public input from stakeholders, residents and business owners/operators located within and outside of the West City for use in the preparation of materials for presentation to the Community Redevelopment Agency.

ACTION STRATEGIES/PROJECTS

- Schedule community briefings and information sessions.
- Utilize targeted messaging for key stakeholders, business representatives, faith-community representatives, neighborhood associations, and residents.

PUBLIC AND OPEN SPACES

GOAL 2.1 Evaluate opportunities for public and open space improvements to implement the Goals, Action Strategies and Projects of the West City Community Redevelopment Plan.

POLICIES

- Evaluate and facilitate improvements to public and open spaces which further implementation of the West City Community Redevelopment Plan.
- Identify adaptive use opportunities for properties within the West City CRA to assist the implementation of the West City Community Redevelopment Plan.

ACTION STRATEGIES/PROJECTS

- GIS inventory of vacant and publicly owned properties within the West City CRA.
- Inventory and prioritize opportunity sites.
- Inventory and prepare an asset location map of existing pedestrian (benches, shade-stops, water fountains, restrooms, etc.) and bicycle amenities (paths/trails/route signage, bicycle racks, repair/air/ tool facilities) within all public parks and spaces and City-owned parcels within the West City CRA and their connections to the West City CRA.
- Contract with professional firms to develop a community/neighborhood master plan.

GOAL 2.2 Provide access to and promote the use of public spaces.

POLICIES

- Identify and evaluate opportunities to improve access to public and open spaces within the West City CRA.
- Coordinate with the Public Works Department and other relative agencies to support improvements, renovations, upgrades, and expansions of park and public space access located within the West City CRA.

ACTION STRATEGIES/PROJECTS

- Inventory and map of all public and City-owned access to public and open space facilities within the West City CRA.
- Inventory and prepare an enhanced access and wayfinding plan to West City park and open spaces

INFRASTRUCTURE

GOAL 3.1 Give priority to infrastructure improvements and amenity installation that will improve mobility within the West City CRA.

POLICIES

- Annually evaluate and prepare applications for potential grant funding opportunities and other alternative funding opportunities to assist in the implementation of transportation and mobility improvements that are located within or connect to and serve the West City CRA.
- Evaluate opportunities to construct amenities and facilities aligned with the City of St. Augustine's 2040 Mobility Plan, including the acquisition of land to do so.

ACTION STRATEGIES/PROJECTS

- Inventory of available parking
- Multimodal infrastructure improvements

GOAL 3.2 Assist the City in providing multimodal infrastructure improvements that create a park-once environment.

POLICIES

- Provide parking improvements in the West City CRA that support the areas objectives regarding economic/business development and community stabilization.
- Evaluate and support the improvement and management of public, private and shared parking facilities in the West City CRA to better manage the impacts of high traffic volumes and congestion during peak hours.

GOAL 3.3 Support the City's efforts to address stormwater issues within the West City CRA.

POLICIES

- Include stormwater system improvements when designing and constructing streetscape improvements, retrofits, park improvements and other public improvements within the West City CRA.
- Coordinate with the Public Works Department and the St. Johns River Water Management District (SJRWMD) to identify and prioritize potential stormwater improvements for inclusion in the Community Redevelopment Agency's Annual Work Plan and Budget.

GOAL 3.4 Evaluate and prioritize streetscaping, street lighting, and pedestrian safety improvement opportunities throughout the West City CRA.

POLICIES

- Coordinate with the City's Public Works Department to prioritize pedestrian related improvements located within the West City CRA such as streetscape projects, trail connections, crosswalks, street lighting, and sidewalk installations/expansions.
- Coordinate with the City's Public Works Department to identify, evaluate and prioritize potential locations within the West City CRA for existing streetscape updates, streetlighting improvements, sidewalk repair and gap connections (new sidewalk connections) and improvements to other existing pedestrian ways and paths for inclusion in the West City CRA's Annual Budget.

- Improve multimodal connections throughout the West City CRA, with prioritization given to connecting neighborhoods adjacent to public facilities, employment areas, schools, institutions, and public parks located within and adjacent to the West City CRA.
- Coordinate with the City's Public Works Department and other local agencies and governments to prioritize and implement multi-purpose paths, bike-lanes, sidewalks and other connections and improvements to provide safe, lighted, pedestrian and non-automobile connections to and from the neighborhoods, city facilities and parks within and adjacent to the West City CRA.
- Contingent on the availability of funding sources, include at least one streetscape, sidewalk, crosswalk, street lighting or neighborhood connection improvement project in each years' Annual Budget.

ACTION STRATEGIES/PROJECTS

- Conduct coordination meetings with the City's Public Works Department to identify streetscape / sidewalk / crosswalk / streetlighting / neighborhood connection improvement project street within the West City CRA.
- Inclusion of a streetscape / sidewalk / crosswalk / streetlighting / neighborhood connection improvement project in Annual Work Plan and Budget.
- Engage the Corridor Review Committee (CRC) on streetscaping improvements located within the King Street Entry corridor.
- Coordinate with other agencies and establish inter-local agreements for improvement opportunities.

CONNECTIVITY/ACCESS – BRANDING/WAYFINDING

GOAL 4.1 Leverage the regional destination of the West City CRA with improved connections, linkage to trail networks, and access to supportive uses and public amenities.

POLICIES

- Improve roadway safety through design, engineering, and evaluation.
- Expand public transportation systems and alternatives.
- Promote connectivity by providing safe pedestrian and bicycle connections.
- Interconnect public spaces and amenities to improve convenience, enjoyment, and comfort.
- Create and implement a branding/wayfinding approach in the West City CRA to promote mobility, provide information, and guide visitors.

- Coordinate with the City's Public Works Department to prioritize potential locations to address gaps in connections to existing pedestrian ways and paths within the West City CRA. Projects identified will be included in the Community Redevelopment Agency's Work Plan and Budget.

ACTION STRATEGIES/PROJECTS

- Evaluation of roadway conditions in the West City CRA to prioritize streetscape improvements
- Application and installation of a West City Branding/Wayfinding approach in the West City CRA.

GOAL 4.2 Promote a sense of place, safety, and walkability.

POLICIES

- Promote a pedestrian-friendly and safe public realm and environment.
- Design pedestrian-friendly streetscapes to encourage new development and redevelopment projects to provide additional pedestrian-oriented amenities and enhancements that would encourage walking.
- Provide inclusive public amenities and improvements that promote walkability for everyone, regardless of age, ability, and circumstance.
- Enhance pedestrian-oriented street lighting to increase the sense of safety and reduce the impact of light pollution.
- Utilize trees and other landscaping to visually enhance public spaces and provide shade. Native species should be encouraged within the West City CRA.

ACTION STRATEGIES/PROJECTS

- Establishment of pedestrian and transit-oriented specific areas.
- Create design guidelines with walkability standards that promote enhanced pedestrian amenities, comfort, and safety.
- Survey of the West City CRA to identify poorly lit areas or areas where street lighting needs to be improved.
- Inclusive design of public amenities and improvements.
- Pursue community policing initiatives.
- Explore innovative approach to address food insecurity in WCCRA; Community Garden, Incentive Program for local grocer business, farmer's market.

COMMUNITY STABILIZATION AND LOCAL BUSINESS DEVELOPMENT

GOAL 5.1 Foster Local Business Development balanced with Community Stabilization.

POLICIES



- Foster a stable housing stock through existing residential rehabilitation and repair programs.
- Work with existing property owners on providing affordable housing alternatives for neighborhood residents.
- Provide opportunities for new homebuyers to tap into existing downpayment assistance programs.
- Work on strategies to encourage vibrant aging in place alternatives.



- Explore development of a building façade program.
- Develop programming to encourage local business support.
- Increase parking supply in strategic locations.
- Continue to evaluate opportunities for shared parking with private entities.
- Develop business community capacity to inform implementation of the Plan.

ACTION STRATEGIES/PROJECTS

- Identify and market existing residential repair and rehabilitation programs (with lien) that can be utilized to stabilize West City's neighborhood housing stock.
- Explore and implement additional housing programs that can be utilized to improve West City neighborhood affordability and stability.
- Work with senior organizations on developing a viable approach to assisting with aging in place strategies.
- Explore a building improvement facade program (to include a lien provision) for West City business owners to upgrade/improve aesthetics of the W. King Street corridor.
- Continue to work on the provision of an adequate parking inventory in order to assist with local community economic development.
- Continue to coordinate and collaborate with stakeholders on the implementation of the plan.

APPENDIX



APPENDIX

NEIGHBORHOOD IMPACT ELEMENT

Florida statutes require that the West City CRA address low or moderate income housing if the West City area contains this category of housing. The existing data for the area does indicate a housing stock that is primarily single family residential and older. If the West City CRA has low or moderate income housing, the West City plan's infrastructure improvements will not cause population relocation or impact school populations, will improve traffic and mobility circulation, will enhance the environmental quality of West City, and will improve the availability of facilities and services.

The implementation of the West City Community Redevelopment Plan will foster positive impacts to the quality of life for West City residents and businesses and surrounding communities. Neighborhoods will benefit from implementation of the Plan, through improvements to the public realm, improved community facilities, and infrastructure improvements. These activities are to address conditions of transportation and parking infrastructure, pedestrian and vehicular safety issues and other statutory conditions that were found present in the community.

Successfully addressing these conditions will improve the quality of life for residents and visitors, while also improving the economic environment for business owners, employers and workers within West City, St. Augustine and St. Johns County.

While all impacts cannot be determined without site-specific proposals for which to evaluate impacts, the following section presents the range of potential impacts that can be anticipated to occur in the categories required by Chapter 163 Part III of the Florida Statutes, Section 163.360.

STATUTORY CRITERIA

Consistency with the Comprehensive Plan

The West City CRA Plan conforms to the City of St. Augustine Comprehensive Plan 2040, and any activity occurring during the Plan's horizon will conform to the City's Comprehensive Plan as amended from time to time.

Completeness of the Plan

The West City CRA Plan is sufficiently complete and provides that any possible land acquisition will conform with the City's municipal code, real estate acquisition procedures, section 2-2 and established Florida law. Any rehabilitation of structures, facilities, or landscapes will be consistent with the City's Historic Preservation Master Plan, Comprehensive Plan, and land development regulations.

Affordable Housing

The West City CRA area consists primarily of a residential environment surrounding a small-scale commercial core lying to the west of the City's historic core. The primary housing units are single family and multi-family. For housing structures within the CRA, the median year built is 1969. Over 50% of all housing units were built prior to 1969, and a quarter of housing units were built after 2000 and as a result, there may be a need for assistance for homeowners to rehabilitate their structures in light of an aging housing stock. Generally, the residential parcels south of West King Street have higher just values than the residential parcels north of West King Street. Residential parcels lining West King Street have lower just values than the median home value for the CRA, which is \$217,192. Compared to the City's overall median home value of \$429,219, many of the residential parcels within the CRA are estimated at lower just values.

The West City CRA Plan does not include demolition of existing housing or displacement of individuals or families. Overall existing land use and zoning in the West City CRA is essentially residential and a mix of commercial and mixed use and does not prohibit residential uses, and the West City CRA Plan is not proposing any zoning or land use changes.

Conformity of the Plan

The West City CRA Plan conforms to the general plan of the City as a whole, and incorporates existing Comprehensive Plan, Mobility Plan, Historic Preservation Master Plan, and land development regulations of the City.

Community Policing Innovations and Public Parks

The West City CRA Plan considered innovative community policing, as that term is defined in Chapter 163.340(23), Florida Statutes. The City's only police station is currently already located within the boundary of the historic downtown, and assigning specific officers to patrol only within the West City CRA or otherwise provide for accounting of their time to conform with the Florida Auditor General's requirements was determined to be infeasible. Infrastructure improvements through identified capital projects contemplated in the West City CRA Plan are intended to be one allocation of TIF funds that may have the secondary effect of reducing crime. The West City CRA Plan includes improvements to public parks and other community facilities available to visitors and residents, including children residing in the general vicinity of the West City CRA.

Community Redevelopment

The West City CRA Plan supports community redevelopment by private enterprise. The planned public infrastructure improvements and business development program for the West City CRA will create a built environment that will enhance the resident and visitor experience and provide prospective funding for furthering local business development opportunities. Improvements in mobility and other infrastructure will create an attractive environment for private investment in redevelopment consistent with the City's Historic Preservation Master Plan, Comprehensive Plan, and land development regulations.

Coastal Tourist Area Resiliency

The West City CRA Plan incorporates the City's adopted Resilient Heritage in the Nation's Oldest City guidelines for flood mitigation design, floodproofing, and other resilient heritage construction techniques.

Environmental Quality

DRAINAGE

Drainage improvements along West King Street are proposed within the West City CRA. These improvements are to be provided concurrently with streetscape improvements and will be consistent with low-impact design techniques to minimize and mitigate potential drainage impacts upon the overall area stormwater drainage system.

VEGETATION

No loss of vegetation is expected due to the implementation of the West City CRA Plan. Additional street trees, open spaces, and refreshed green spaces are proposed within the West City Community Redevelopment Plan. Native and/or native friendly plantings will be utilized and prioritized in implementation of any future West City CRA projects.

NOISE

It is anticipated that construction activities may cause a temporary increase in local noise levels, however, these activities will comply with municipal codes and occur during normal working hours and should not create a hardship for residents and businesses.

WATER QUALITY

Improvements to the infrastructure serving the West City CRA, including potable water delivery infrastructure, are proposed throughout the redevelopment area. As development and redevelopment occurs, a new and upgraded transmissions system will be constructed, thereby improving potable water supply and quality. Upgrading deficient sanitary sewer systems and water systems during the course of redevelopment activities will also improve the water supply system. Individual projects will be analyzed by the Community Redevelopment Agency and the City Public Works Department to determine their impacts on water flow. Improvements to the stormwater drainage system infrastructure during the redevelopment process will be consistent with low-impact design techniques to minimize and mitigate potential drainage impacts upon the overall stormwater drainage system.

AIR QUALITY

The implementation of the West City Community Redevelopment Plan does not involve the addition of any anticipated point sources of air pollution that would require State or Federal permits. Proposed construction activities that occur as a part of project development or redevelopment activities will be a source of airborne dirt and dust. Dust control mitigation measures may be employed during these activities. Traffic circulation and pedestrian mobility improvements should provide long-term benefits for the air quality in the West City CRA by increasing the efficiency of traffic flow and decreasing dependency on the automobile for short trips in town.

Transportation

The West City Community Redevelopment Plan proposes streetscape improvements, pedestrian improvements and improved bicyclist amenities throughout the West City CRA. These projects are intended to maintain or improve traffic circulation and parking as well as the flow of regional through traffic while enhancing the pedestrian character and safety of the district.

The West King Street streetscaping project will emphasize the provision of enhanced pedestrian and bicycle facilities. While regional traffic is maintained, the pedestrian environment will be enhanced, and bicycle facilities expanded. Neighborhood revitalization and stabilization enhancing local employment is expected to provide some

relief to traffic congestion in the community by fostering the development of traditional neighborhood characteristics and access. The closer proximity between various land uses encourages pedestrian trips rather than automobile trips. The West City CRA in close coordination with the City will utilize maintenance of traffic (MOT) and maintenance of business (MOB) plans to manage traffic flow and to ensure easy access to local businesses during construction periods.

Police and Fire Services

The West City Community Redevelopment Plan supports the use of Community Oriented Policing (COPs) programs and Crime Prevention Through Environmental Design (CPTED) planning and design principles during neighborhood planning and when reviewing new private sector development. The St. Augustine Police and Fire Departments currently provide high quality police and fire service. The West City Community Redevelopment Plan endorses the use of improved street lighting and sidewalks in residential areas to address residents' concerns of potential crime of opportunity. As new potential multi-story construction occurs, the City, the Community Redevelopment Agency, City of St. Augustine Public Works Department and Fire Department should plan for increased demand on the water system and ensure sufficient flow for fire suppression systems.

School Population

Potential housing development and population growth within West City are not anticipated to significantly increase the amount of school age children. The population growth of St. Augustine has been relatively flat. The City of St. Augustine's population grew annually at less than 1% and the West City CRA population grew at a rate lower than the City overall. While significant increases in the population of school age children are not anticipated within West City, population trends should be monitored for potential changes in this trend.

Employment

The long-term implementation of the West City Community Redevelopment Plan is anticipated to facilitate employment activities within the West City CRA and increase employment opportunities for the residents of the Redevelopment Area. Small business development is a key factor to providing a stronger, more diverse employment base that is more resistant to fluctuating economic cycles and decisions regarding capital mobility. The West City Community Redevelopment Plan supports the establishment and revitalization of neighborhood commercial, retail, hospitality and office use in appropriate locations throughout West City.

Amended Community Redevelopment Plan Approval Process

In accordance with Chapter 163.360, Florida Statutes, the St. Augustine Community Redevelopment Agency shall submit its Community Redevelopment Plan for the West City CRA to the City's Planning and Zoning Board ("PZB") for review and recommendations as to its conformity with the comprehensive plan for the development of the municipality. The PZB shall submit its written recommendations with respect to conformity of the proposed Community Redevelopment Plan to the CRA within 60 days after receipt of the Plan for review. Upon receipt of the recommendations the CRA may proceed with its consideration of the proposed Community Redevelopment Plan for the West City CRA. The CRA shall submit its recommended West City CRA Plan with its written recommendations to the governing body (the City Commission) and to each taxing authority that levies ad valorem taxes on taxable real property contained within the geographic boundaries of the West City CRA. The City Commission shall hold a public hearing on the West City Community Redevelopment Plan after public notice thereof by publication in a newspaper having a general circulation in the area of operation of the county or municipality. The notice shall describe the time, date, place, and purpose of the hearing, identify generally the Redevelopment Area covered by the Plan, and outline the general scope of the amended Community Redevelopment Plan under consideration.

Following such a hearing, the City Commission may approve the Community Redevelopment Plan if it finds that:

- 1.0 A feasible method exists for the location of families who will be displaced from the Community Redevelopment Area in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families. The WCCRA Plan focuses on public infrastructure improvements and community stabilization through housing rehabilitation and preservation to prevent displacement.
- 2.0 The West City Community Redevelopment Plan conforms to the overall Goals, Policies and Objectives of the City's adopted Comprehensive Plan;
- 3.0 The West City Community Redevelopment Plan provides due consideration to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the site covered by the West City Community Redevelopment Plan; and,
- 4.0 The West City Community Redevelopment Plan will afford the maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the West City CRA by private enterprise.

5.0 The West City CRA Plan will ensure protection of property against exposure to natural disasters consistent with the City's adopted Resilient Heritage in the Nation's Oldest City guidelines.

Upon approval by the St. Augustine City Commission, the West City Community Redevelopment Plan shall be considered in full force and effect for the West City CRA and the City may then cause the Community Redevelopment Agency to carry out the implementation of the West City Community Redevelopment Plan. Furthermore, pursuant to Chapter 163.362, Florida Statutes, the following findings are incorporated by reference:

1.0 The West City CRA Plan contains a legal description of the boundaries of the West City CRA and the reasons for establishing these boundaries as included in the original area and plan. No changes to the existing boundaries of the West City CRA are included in this Plan.

2.0 The amount of open space, parks, street layout, public utilities, and public improvements, as well as the number of dwellings and the limitations on the type, size, height, number, and use of buildings are shown on figures and diagrams in the West City CRA Plan.

3.0 The West City CRA Plan describes any low- or moderate-income housing in the West City CRA and the positive impacts of the Plan on those residents.

4.0 The West City CRA Plan identifies specifically any publicly funded capital projects to be undertaken by the West City CRA.

5.0 The work of the West City CRA Plan will be conducted consistent with the adopted Plan, the City's Comprehensive Plan, Mobility Plan, Historic Preservation Master Plan, land development code regulations, King Street Design Standards, and Florida law as interpreted by the courts, Florida Attorney General opinions, and the Auditor General. The safeguards for compliance include generally administrative challenges pursuant to Chapter 163.3243, Florida Statutes, the oversight of required audits, including by the Florida Auditor General, as well as compliance with Florida's Public Records law and Government in the Sunshine Act.

6.0 The West City CRA Plan provides for the retention of controls and the establishment of any restrictions or covenants running with land sold or leased for private use for such periods of time and under such conditions as the governing body deems necessary to effectuate the purposes of this part.

7.0 The West City CRA Plan does not include displacement and relocation of persons within the West City CRA.

8.0 The West City CRA Plan will not negatively affect existing residential zoning or land use.

9.0 The West City CRA Plan includes a detailed statement of the projected costs of the redevelopment, including the amount to be expended on publicly funded capital projects and any indebtedness of the Community Redevelopment Agency or City incurred for the redevelopment to be repaid with TIF revenues.

10.0 The West City CRA Plan duration will be 30 years after the fiscal year in which the Plan is adopted.

Duration of Plan

The provisions of the West City Community Redevelopment Plan shall remain in effect and serve as a guide for the St Augustine Community Redevelopment Agency's future redevelopment activities in the designated St. Augustine West City Community Redevelopment Area with sunset date anticipated in 2054.

Amendment of Plan

The West City Community Redevelopment Plan may be modified, changed, or amended consistent with Florida law.

Safeguards and Retention of Control

The West City Community Redevelopment Plan is the guiding document for future development, redevelopment and ancillary programs, projects and activities in and for the West City CRA. To assure that redevelopment will take place in conformance with the projects, goals and policies expressed in this plan, the St. Augustine Community Redevelopment Agency will utilize the regulatory devices, instruments and systems used by the City of St. Augustine to permit development and redevelopment within its jurisdiction. These regulatory devices, etc., include but are not limited to the adopted Comprehensive Plan, the Land Development Code, the Zoning Code, adopted design guidelines, performance standards and City authorized development review, permitting, and approval processes. In accordance with Florida Statutes, the St. Augustine City Commission retains the vested authority and responsibility for:

- 1.0 The power to grant final approval to Community Redevelopment Plans and modifications.
- 2.0 The power to authorize issuance of revenue bonds as set forth in Section 163.385, F.S. and the power of eminent domain
- 3.0 The power to approve the acquisition, demolition, removal or disposal of property as provided in Section 163.370(4), F.S. and the power to assume the responsibility to bear loss as provided in Section 163.370(4), F.S.

The Community Redevelopment Agency shall be fully subject to the Florida Sunshine Law and will convene, at a publicly noticed meeting consistent with Florida law.

The St. Augustine Community Redevelopment Agency shall comply with all auditing, disclosure, notice, posting, and filing requirements of Florida law as may be amended from time to time for the duration of the West City CRA Plan.

Severability

Should any provision, section, subsection, sentence, clause, or phrase of this West City Community Redevelopment Plan be declared by the courts to be invalid or unconstitutional, such declaration shall not affect validity of the remaining portion or portions of the West City Community Redevelopment Plan.

WEST CITY CRA LEGAL DESCRIPTION

A portion of Section 12 Township 7 South, Range 29 East, a portion of the Avice & Viel Grant in Township 7 South, Range 29 East, a portion of the Antonio Huertas Grant in Township 7 South, Range 29 East and a portion of Sections 7, 37, 38 and 39 in Township 7 South, Range 30 East, City of St. Augustine, St. Johns County, Florida; being more particularly described as follows:

Begin at the point of intersection of the West line of the City Limits of the City of St. Augustine, Florida, with the centerline of Ravenswood Drive (George Street), said point lying 137.5 feet West of the West Right of Way Line of Whitney Street, and run thence East, along the centerline of said Ravenswood Drive, 840 feet, more or less, to a point on the southerly extension of the East Right of Way line of Masters Drive (Savage Street); thence North, along said southerly extension, 15 feet to the North Right of Way line of said Ravenswood Drive; thence continue North, along said East Right of Way line of Masters Drive, 822.44 feet to the northwest corner of Parcel One as described in Official Records Book 1311, page 516 of the Public Records of St. Johns County, Florida; thence East, along the North line of said Parcel One, a distance of 300.00 feet; thence North, along said North line, 142.22 feet; thence East, along said North line and along the South line of land conveyed to Eugene I. Howard, as per Deed Book 11, page 184 of said Public Records, 690.00 feet; thence North, along said North line and along the East line of said land conveyed to Eugene I. Howard and the northerly extension thereof, 723.56 feet; thence East, along said North line, along the North Line of Government Lot 8 of said Section 12 and the easterly extension thereof, 1003.00 feet to the meander line along the East side of Government Lot 4 of said Section 7; thence southeast, along said meander line, 21.00 feet to a point on the Mean High Water Line on the West side of the San Sebastian River; thence easterly, southerly and westerly, along said Mean High Water Line, 685 feet, more or less, to a point on said meander line along the East side of Government Lot 4; thence South 22° East, more or less, along said meander line, 367 feet, more or less; thence South 38° West, more or less, along said meander line, 594.00 feet; thence South, more or less, along said meander line, 264.00 feet; thence South 76° East, more or less, along said meander line, 10 feet, more or less, to the Westerly bank of said San Sebastian River; thence southerly and easterly along said Westerly bank, 410 feet, more or less, to the mouth of a creek; thence southerly, along the centerline of said creek, 355 feet, more or less, to a point on the easterly extension of the North Right of Way line of Theodore Street; thence East, along said easterly extension of the North Right of Way line of Theodore Street, 750 feet, more or less, to a point on the West bank of the San Sebastian River; thence southerly, along said West bank, 5000 feet, more or less, to a point on the West Right of Way line of South Ponce de Leon Boulevard (State Road No. 5); thence southerly, along said West Right of Way of Ponce de Leon Boulevard, 4350 feet, more or less, to a point on the northerly Right of Way line of State Road No. 207; thence westerly, along said northerly Right of Way line of State Road No. 207, a distance of 725 feet, more or less, to a point on the West line of the City Limits of St. Augustine, Florida; thence north, along said West line of the City Limits of St. Augustine, to the Point of Beginning

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: May 29, 2025

RE: **ORDINANCE 2025-08: NOISE CONTROL REGULATIONS**

Ordinance 2025-08 amends the City's existing noise regulations to provide alternative methods of enforcement and provide opportunities to gain compliance. It continues to provide for enforcement from the location of a complaint, but now also provides both decibel meter reading enforcement and plainly audible enforcement from alternative distances and locations.

On January 27, 2025, the City Commission requested amendments to the proposed regulations to achieve a hybrid method of enforcement. Those requested changes are included in this ordinance.

Assistant Chief Anthony Cuthbert has been the lead staff member on this project, and our noise consultant Mr. Eric Zwerling, has been working with the city of St. Augustine since the 1999 amendments to Article IV, and provides SAPD training to their field investigators since that time. Both are available to present the ordinance and answer questions.

Please place Ordinance 2025-08 on the regular City Commission agenda for first reading at the June 9, 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 2025-08: Amendment to noise control regulations.



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. 2025-08

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 11, ARTICLE IV OF THE CODE OF THE CITY OF ST. AUGUSTINE PROVIDING FOR REGULATIONS REGARDING NOISE CONTROL; 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):**

THIS ORDINANCE IS AN AMENDMENT TO EXISTING REGULATIONS REGARDING NOISE CONTROL. THE EXISTING TABLE REGULATING MAXIMUM DECIBELS TO THE RECEIVING LAND USE REMAINS UNCHANGED, AND THE AMENDMENTS NOW INCLUDE ALTERNATIVE METHODS OF ENFORCEMENT INCLUDING CLEARLY AUDIBLE STANDARDS AND AN ABILITY TO TAKE AN ALTERNATIVE DECIBEL READING FROM 10 FEET AWAY FROM A COMMERCIAL FACILITY EMANATING NOISE. SOME BUSINESSES MAY BE POSITIVELY IMPACTED IF NOISE POLLUTION HAS AN ADVERSE IMPACT ON THEIR BUSINESS, SUCH AS HOTELS, B&BS, QUIET RESTAURANTS, ETC. OTHER BUSINESSES MAY ALSO HAVE NO ADVERSE IMPACT IF THEY CONTINUE TO COMPLY WITH CONTAINING THE NOISE EMANATING FROM THEIR ESTABLISHMENT FROM VIOLATING NOISE REGULATIONS. NOISE CONTROL VIOLATIONS CAN RESULT IN FINES FOR ALL USERS, FROM B&BS TO BARS, IF THEY VIOLATE THE THRESHOLDS. THE COST OF COMPLIANCE MAY BE AS LOW AS ZERO, FOR MAINTAINING A SOUND SYSTEM AT A LEVEL THAT DOES NOT VIOLATE, TO POTENTIALLY SOUNDPROOFING PORTIONS OF A STRUCTURE TO BE ABLE TO MAINTAIN THE DESIRED BUSINESS ENVIRONMENT WITHOUT VIOLATING THE ORDINANCE. 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 THE APPLICABLE CIVIL PENALTY OF \$100.00 PER INCIDENT, AND \$499.00 FOR A REPEAT OFFENSE IF THE PERSON ELECTS TO CONTEST THE CITATION OR THE COST OF COMPLIANCE WITH A CODE ENFORCEMENT ORDER.

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

INDETERMINATE. (BENCHMARKING FOUND 64 HOTELS/MOTELS/BED & BREAKFASTS AND 73 BARS/RESTAURANTS WITH AN ALCOHOL LICENSE THAT COULD BE BOTH POSITIVELY IMPACTED OR NEGATIVELY IMPACTED).

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

THIS ORDINANCE BALANCES COMPETING INTERESTS FAIRLY AND IS DESIGNED TO PROVIDE MULTIPLE AVENUES FOR COMPLIANCE.

ORDINANCE NO. 2025-08

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 11, ARTICLE IV OF THE CODE OF THE CITY OF ST. AUGUSTINE PROVIDING FOR REGULATIONS REGARDING NOISE CONTROL; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the St. Augustine Police Department and its noise consultant Eric Zwerling, M.S., INCE, ASA, undertook review and amendments to Article IV starting in January 2024, including a review of all noise complaints logged in 2022 and 2023; and

WHEREAS, from April through July measurements and observations were conducted by Corporal Chris Miller in close proximity to bars to collect data on the sound levels of the source and the ambient on the A- and C-scales, with a description of the activity, from which a new standard was developed which could be enforced at a distance of 10 feet from a bar; and

WHEREAS, at the January 27, 2025 City Commission meeting, the City Commission expressed the desire that a “plainly audible” standard also be developed, to complement decibel meter reading enforcement in a hybrid format; and

WHEREAS, additional measurements and observations were conducted in early 2025 to determine the distance at which the bars were audible and their sound levels, from which an additional standard has been developed that can be enforced without the use of a sound level meter, as was a new provision defining and prohibiting noise disturbances; and

WHEREAS, with assistance from the City Attorney’s office, a review of case law, Florida Statutes and noise codes from a number of jurisdictions, including: Gainesville, St. Johns County, and Miami Beach was conducted to confirm the parameters and implementation of the “plainly audible” method of enforcement; and

WHEREAS, the Florida Supreme Court in *State v. Catalano*, 104 So. 3d 1069 (Fla. 2012), held the “plainly audible” standard of F.S. 316.3045 was not unconstitutionally

vague. It provided persons of common intelligence adequate notice that individuals could not amplify sound so that it was heard beyond twenty-five feet from the vehicle, and subsequent courts, including *City of Miami Beach v. Kwartin*, 49 Fla. L. Weekly D 2261 2024 Fla. App. LEXIS 8771 (Fla. 3rd DCA Nov. 13, 2024) found that noise ordinances do not require mathematical precision or a decibel meter reading to be enforceable; and

WHEREAS, the City benchmarked potentially impacted businesses, and compared the number of bars and restaurants with an alcohol license to the number of business licenses for hotel, motel and Bed and Breakfast, as a rationally related comparator to gauge which businesses may benefit from noise regulations, and which could theoretically be impacted; and

WHEREAS, in response to these concerns, the ordinance includes various alternative forms of enforcement to achieve compliance, all geared towards balancing public interest, private citizens, and competing commercial impacts and benefits; 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. Amending Chapter 11, Article IV, Sections 11-86 through 11-95.
Chapter 11, Article IV, Sections 11-86 through 11-90 are hereby amended, as follows:

“Sec. 11-86. Scope.

The rules and regulations given in this article shall apply to the control of all sound originating within the geographical limits of the city. It shall be unlawful, except as expressly permitted in such sections, to make, cause or allow the making of any noise or sound ~~which exceeds the limits set forth in section 11-88, table 1. found to be in violation of any of the provisions of this article.~~

Sec. 11-87. Terminology and standards. Definitions.

- (a) ~~Terminology. All terminology used in this article not defined below shall be in conformance with applicable publications and standards of the American National Standards Institute (ANSI) or its successor body, the state and other applicable industry standards~~ The following words and terms, when used in this

article, shall have the following meanings unless the context clearly indicates otherwise.

- (1) *"A" weighted sound level* is the sound level as measured using the "A" weighting network with a sound level meter ~~meeting the standards set forth in ANSI S1.4-1983 or its successors~~. The unit of reporting is Db(A). Sounds measured with the "A" weighting network approximate the response of human hearing when measuring sounds of low to moderate intensity.
- (2) *Affected person* means any person who has lodged a noise complaint with an authorized enforcement agency that they are the receptor of noise on property within the city, and said affected person has an interest in the protected property as an owner, tenant or employee.
- (23) *Ambient sound level* means that measured value which represents the summation of the sound from all of the discrete sources affecting a given site at a given time, exclusive of extraneous sounds, and those from the source under investigation. Ambient sound level is often referred to as neighborhood residual sound level or background sound level. Ambient sounds are differentiated from extraneous sounds by the fact that the former are more steady state, although they may not be continuous. Examples may include steady traffic and numerous birds.
- (34) *"C" weighted sound level* is the sound level as measured using the "C" weighting network with a sound level meter. ~~meeting the standards set forth in ANSI S1.4-1983 or its successors~~. The unit of reporting is Db(C). The "C" weighting network is more sensitive to low frequencies than is the "A" weighting network.
- (45) *Classification of use occupancies and zoning districts.* For the purpose of defining the "use occupancy," and zoning districts, all premises containing habitually occupied sleeping quarters, including ~~shall be considered in residential use. All premises containing~~ transient commercial and community service sleeping quarters shall be considered ~~commercial in residential~~ use. All premises containing business where sales, professional or another commercial use is legally permitted shall be considered commercial use. All premises where manufacturing is legally permitted shall be considered manufacturing use. In case of a multiple use, the more restrictive use category shall prevail. Hospitals, nursing homes, schools, libraries and church uses shall be considered residential uses. Any area not otherwise classified shall conform to commercial standards. PUD zoning adjacent to, or surrounded by, residential or HP zoning will be regulated under the same noise thresholds that apply to those zoning districts.
- (56) *Continuous sound* means any sound with a duration of more than one second, as measured with a sound level meter set to the "slow" meter response.
- (67) *Decibel (dbdB)* means a unit for describing the amplitude of sound, equal to twenty (20) times the logarithm to the base 10 of the ratio of the pressure

of the sound measured to the reference pressure, which is twenty (20) micronewtons per square meter.

(78) *Emergency work* means any work performed for the purpose of preventing or alleviating physical trauma or property damage threatened or caused by an existing or imminent peril.

(89) *Extraneous sound* means a sound which is transient in nature and is neither part of the ambient sound, nor comes from the sound source under investigation. Examples of extraneous sounds include loud or unmuffled vehicles, automobile horns and brakes, air transport vehicles, people shouting and dogs barking.

(910) *Impulsive sound* means either a single pressure peak or a single burst (multiple pressure peaks) that has a duration of less than one (1) second. Impulsive sounds are isolated events and are not peaks within an otherwise continuous sound. Impulsive sound is measured with a sound level meter set to either "fast" or "impulse" meter response.

(4011) *Noise control officer (NCO)* means the city manager, or person(s) designated by the city manager.

(12) Noise disturbance means any sound which is of such duration, intensity or character so as to be:

- a. Unreasonably loud, raucous, alarming, disturbing, jarring, or unseemly; or
- b. Injurious to human or animal health, safety or welfare; or,
- c. Unreasonably interferes with the comfortable enjoyment of life, property, public spaces, or the conduct of business; or,
- d. exceeds the noise level limits as defined in this article.

(4413) *Noise sensitive* means a facility whose operations may be detrimentally impacted by excessive sound levels. Such facilities include but are not limited to:

- a. Schools;
- b. Houses of worship;
- c. Outpatient medical facilities.

(4214) *Person* means any individual, association, partnership or corporation and includes any officer, employee, department, agency or instrumentality of the United States, the state or any political subdivision thereof.

(4315) *Plainly audible* means any sound that can be detected by a person using his or her unaided hearing faculties. As an example, if the sound source under investigation is a portable or personal vehicular sound amplification or reproduction device, the detection of the rhythmic bass component of the music is sufficient to verify plainly audible sound. The noise control officer need not determine the title, specific words, or the artist performing the song.

- (1416) *Sound level* means the weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such as A, ~~B~~ or C, ~~as specified in American National Standards Institute specifications for sound level meters (ANSI S1.4-1983, or the latest approved version thereof).~~ If the frequency weighting employed is not indicated, the A-weighting shall apply.
- (17) *Sound level meter calibrator* means an instrument used to conduct field calibration checks of a sound level meter, and which conforms to either the American National Standards Institute (ANSI) "Specification for Acoustical Calibrators" S1.40-1984 or the International Electrotechnical Commission (IEC) "Electroacoustics—Sound calibrators" 60942:2003 (or subsequent revisions).
- (1518) *Sound level meter* means ~~an instrument that conforms to ANSI S1.4-1983 or its successors.~~ equipment used to conduct sound level measurements which conforms to Type (or Class) 1 or 2 standards specified by either ANSI "Specifications for Sound-Level Meters" S1.4-1983 or IEC "Electroacoustics - Sound level Meters" 61672-1:2013 (or subsequent revisions).
- (1619) *Sound pressure level* means twenty (20) times the logarithm to the base 10 of the ratio of the RMS sound pressure to the reference of twenty (20) microneutons per square meter.
- (20) *Sound production device* means any device whose primary function is the production of sound, including, but not limited to any musical instrument, loudspeaker, radio, television, digital or analog music player, public address system or sound-amplifying equipment
- (1721) *Total sound level* means that measured level which represents the summation of the sounds from the sound source under investigation and the ambient sounds which affect a given place at a given time, exclusive of extraneous sound sources.
- (b) ~~Measurement standards. Standards, instrumentation, personnel, measurement procedures, and reporting procedures to be used in the measurement of sound as provided for in this section shall be consistent with accepted and sound principles of noise measurement in accord with the standards of the American National Standards Institute or its successor body, the state or other applicable industry standards.~~

Sec. 11-88. Maximum permissible sound.

(a) *Continuous sound.*

(...)

- (2) These limits may not be exceeded by any single incident representing the normal, usual operation of the sound source, during any three or more sampling intervals, the duration of which shall be no less than one-half minute, within any one-hour period. If the minimum number of samples

are found to exceed the limit, additional samples which do not document exceedances are not exculpatory.

(...)

- (d) ~~Fixed amplified sound reproduction devices.~~ If the source of sound is an amplified sound reproduction device on private property, and the complainant states that the rhythmic bass component of the music is disturbing within their dwelling, then the noise enforcement officer may take sound level measurements within the dwelling of the complainant. No person shall cause, suffer, allow or permit the operation of any amplified source of sound in such a manner that it raises the total sound levels by the permissible sound level limits set forth in table 2 when measured within the residence of a complainant. These sound level measurements shall be conducted with the sound level meter set for "C" weighting, "fast" response. Such measurements shall not be taken in areas which receive only casual use, such as hallways, closets and bathrooms. For the purposes of these measurements, the ambient sound level is that sound level which is measured in the residence when the sound source under investigation is not prominent, or in a room on the same floor that is relatively unaffected by the sound source under investigation. The "C" scale is more sensitive to low frequency sound levels than the "A" scale; an increase of three (3) dB is perceived by humans as being plainly audible, an increase of five (5) dB is plainly louder, and an increase of ten (10) dB is perceived as being twice as loud.

Table 2.
Amplified sound reproduction device
maximum permissible sound level limits
Indoors across a real property line
dB(C) Above ambient

Weeknights	All other times
10:00 p.m.—7:00 a.m.	
Friday, _____ Saturday and Holidays	
11:00 p.m.—7:00 a.m.	
-3 dB(C)	10 dB(C)

- (d) Fixed sound production devices. No sound production device may be operated in such a manner that it is plainly audible at a distance that exceeds the limits in Table 2. In addition, no sound production device may be plainly audible within the residence of an affected person Sunday through Wednesday between the hours of 10:00 p.m.—7:00 a.m. and Thursday through Saturday and Holidays between the hours of 11:00 p.m.—7:00 a.m., regardless of the distance between the sound production device and the residence of the affected person.

Table 2.
Sound Production Device Plainly Audible Distance Limit
By Zoning District

	<u>Sun, Mon, Tue, Wed 7:00 a.m. – 10:00 p.m.</u> <u>Thu, Fri, Sat 7:00 a.m. – 11:00 p.m.</u>	<u>All other times</u>
<u>Residential and HP-1</u>	<u>100 feet</u>	<u>50 feet</u>
<u>HP-2, 3, 4 and 5</u>	<u>150 feet</u>	<u>100 feet</u>

(e) Sound production devices at commercial establishments

- (1) Notwithstanding limitations set forth elsewhere in this article, the following limitations may also be applied to a commercial establishment serving alcohol or food, or presenting live or recorded musical performances. Measurements for this provision shall be conducted at a distance of 10 feet or more from the building or structure from which the sound is being emitted.

Table 3.
Commercial facility sound production device
maximum permissible increase
in total sound level above ambient sound level
dB(A), dB(C)

<u>Sun, Mon, Tue, Wed 7:00 a.m. – 10:00 p.m.</u> <u>Thu, Fri, Sat 7:00 a.m. – 11:00 p.m.</u>	<u>All other times</u>
<u>12 dB(A), 12 dB(C)</u>	<u>7 dB(A), 7 dB(C)</u>

(ef) Mobile ~~amplified~~ sound reproduction devices.

- (1) ~~(1) Sound production devices on or in p~~Personal or commercial vehicles, vehicular music amplification equipment, ~~s~~shall not be operated in such a manner as to be plainly audible at a distance of twenty-five (25)fifty (50) feet or more in any direction from the operator, ~~between the hours of 7:00 a.m. and 10:00 p.m.~~
- (2) Sound production devices on or in Ppersonal or commercial boats, music amplification or reproduction equipment shall not be operated in such a manner as to be that it is plainly audible at a distance of twenty-fivefifty (2550) feet between the hours of 10:00 p.m. and 7:00 a.m. or more in any direction from the operator.
- (3) Self-contained, portable, hand-held music or sound amplification or reproduction equipment devices shall not be operated on a public space or public right-of-way in such a manner as to be plainly audible at a distance of fifty (50) feet or more in any direction from the operator between the hours of 7:00 a.m. and 10:00 p.m. Between the hours of 10:00 p.m.

and 7:00 a.m., sound from such equipment shall not be plainly audible by any person other than the operator.

- (4) These provisions shall not apply to vehicular or boat sound production devices used as an alert to imminent danger.

Sec. 11-89. - ~~Specific prohibitions against different types of noises~~Noise disturbance prohibited.

It shall be unlawful for any person to create a noise disturbance by making, continuing or causing to be made or continued any unreasonably loud, raucous, excessive, unnecessary or unusual noise.

- (a) Factors that may be considered in determining whether a noise disturbance exists include, but are not limited to, the following:

- (1) The volume (intensity) of the noise under investigation and whether the noise is loud, raucous, disturbing, jarring, excessive or disruptive to peace, quiet and comfort or the intended activities of people of reasonable sensitivities exposed to the noise.
- (2) The volume (intensity) of the ambient sound levels at the time of the observations.
- (3) The time of day or night the noise occurs.
- (4) The duration of the noise.
- (5) Whether the nature of the noise is unnatural, harsh, tonal, or impulsive.
- (6) The land use at the location of the noise exposure including residential properties, passive parks or other public places, hospitals, nursing homes, day-care centers or schools, and houses of worship.
- (7) Whether the noise impacts upon residential property or into a residential dwelling and infringes upon the ability of an affected person to repose or sleep, or impacts upon a commercial establishment or commercial operations and infringes on the ability of an affected person to conduct normal business activities.
- (8) Whether the emission of the noise is purposeful or unnecessary or serves no legitimate purpose.
- (9) Whether the sound emissions are of such intensity or low frequency as to cause perceptible vibration within the dwelling or place of business of the affected person.
- (10) The number of complaints received regarding the noise source, and/or whether the noise source has been previously issued a warning or enforcement document.

- (b) In addition to the general prohibitions set out above and the maximum permissible sound levels set out in tables 1, 2 and 3 and unless otherwise exempted by this article or by act of the city, the following specific acts, or the causing or permitting thereof, are hereby declared to constitute a noise

~~disturbance and are therefore a violation of this article: be in violation of such sections:~~

- (~~a~~1) ~~Radios, television sets, musical instruments and similar~~Sound production devices. Operating, ~~playing or permitting the operation or playing of any radio, television, phonograph, drum, musical instrument or similar device which produces or reproduces sound~~ any sound production device:
1. ~~Between the hours of 10:00 p.m. and 7:00 a.m.~~At any hour in such a manner as to create ~~excessive and unnecessary noise~~a noise disturbance across a residential real property line or within a noise-sensitive area.
 2. In such a manner as to exceed the levels set forth for the occupancy category set forth in tables 1, 2 or 3.
- (~~b~~2) *Loudspeakers.* Using or operating for any purpose any loudspeaker, loudspeaker system or similar device in violation of this code ~~between the hours of 10:00 p.m. and 7:00 a.m. on weekdays and 10:00 p.m. and 10:00 a.m. on weekends and holidays~~ in areas within or adjacent to residential, commercial or noise-sensitive areas, except for any noncommercial public speaking, public assembly or other activity for which a special permit has been issued by the city.
- (~~c~~3) *Loudspeakers on beach.* No loudspeaker or other sound-amplifying device shall be permitted, either temporarily or permanently, outside of any vehicle or building ~~east of the line of mean high water at Ocean Way Beach.~~
- (~~d~~4) *Street sales.* Offering for sale, selling anything or advertising by shouting or outcry within any residential or commercial area or noise-sensitive zone of the city except by special permit issued by the city.
- (~~e~~5) *Animals.* Owning, possessing or harboring any animal or bird which, frequently or for continued duration, howls, barks, meows, squawks or makes other sounds which creates excessive and unnecessary noise across a residential or commercial real property line or within a noise-sensitive zone. These provisions shall not apply to public zoos or private animal attractions ~~operated for profit to which~~where the public has general admission and which are regulated by the city. For the purposes of this regulation, "barking dog" is defined as a dog that barks, bays, cries, howls or makes any other noise continuously and/or incessantly for a period of ten (10) minutes or barks intermittently for one-half (½) hour or more to the disturbance of any person at any time of day or night regardless of whether the dog is physically situated in or upon private property; however, a dog shall not be deemed a "barking dog" for the purposes of this regulation if, at the time the dog is barking or making any other noise, a person is trespassing or threatening to trespass upon private property in or upon which the dog is situated or for any other legitimate cause which teased or provoked the dog.
- (~~f~~6) *Construction and demolition.* Operating or causing the operation of any tools used in construction, drilling, repair, alteration or demolition work between the hours of 7:00 p.m. and 7:00 a.m. on weekdays, or between 6:00 p.m. and 10:00 a.m. on weekends or holidays in or within fifty (50) yards of any

residential area or noise-sensitive zone, except for emergency work by public service utilities or by special permit approved by the city. This section shall not apply to the use of domestic power tools as specified in subsection (k10).

(g7) *Powered model vehicles or model airplanes.* Operating or permitting the operation of powered model vehicles:

1. Between the hours of 7:00 p.m. and 7:00 a.m. on weekdays and 7:00 p.m. and 10:00 a.m. on weekends or holidays in or within one hundred (100) feet of any residential area or noise-sensitive zone.
2. In such a manner as to exceed the levels set for public space land use, measured at a distance of not closer than one hundred (100) feet (30 meters) from any point on the path of a vehicle operating on a public space of public right-of-way.

(h8) *Emergency signaling devices.* The intentional sounding or permitting the sounding outdoors of any fire, burglar or civil defense alarm, fire, whistle or similar stationary emergency signaling device, except for emergency, shall not occur before 7:00 a.m. or after 7:00 p.m., and any testing shall use the minimum cycle test time appropriate for such devices, in no case to exceed sixty (60) seconds. Testing of the complete emergency signaling system, including the functioning of the signaling device and the personnel response to the signaling device, shall not occur more than once in each calendar month unless additional testing is permitted by special permit. Such testing shall occur only on weekdays and not before 7:00 a.m. or after 10:00 p.m. and shall be exempt from the time limit specified herein. The sounding or permitting the sounding of any exterior burglar or fire alarm or any motor vehicle burglar alarm, unless such alarm is automatically terminated within fifteen (15) minutes of activation, shall be prohibited.

~~(i) *Motorboats.* Operating or permitting the operation of any motorboat in any lake, river, stream, canal, bay or other waterway in such a manner as to cause unnecessary and excessive noise within a residential area or noise-sensitive zone, or to exceed eighty-five (85) db(A) when measured at least fifty (50) feet from the craft (single incident, any mode of operation).~~

(j9) *Noise-sensitive zones.*

1. Creating or causing any excessive and unnecessary noise within or adjacent to any noise-sensitive zone containing a hospital, nursing home, school, court or other designated area provided that conspicuous signs are displayed indicating the presence of the noise-sensitive zone. Noise-sensitive zones are those zones created by resolution of the city commission upon a finding that the subject area contains a land use which is sensitive to or subject to adverse reactions from noise.
2. Creating or causing any sound within any noise-sensitive zone so as to exceed the decibel levels set forth for such zone when measured at a distance of at least twenty-five (25) feet (7.5 meters) from the sound source, provided that conspicuous signs are displayed indicating the presence of the noise-sensitive zone.

- (k10) *Domestic power tools.* Operating or permitting the operation of any mechanically powered saw, drill, grinder, lawn or garden tool, or similar tool between 9:00 p.m. or sunset, whichever is earlier, and 7:00 a.m. the following day on weekdays, or 9:00 p.m. or sunset, whichever is earlier, and 8:00 a.m. on weekends and holidays, unless such equipment is operated inside a building or other structure so that the sound therefrom does not travel across any residential real property line or sensitive zone and exceed the levels set forth in table 1. All such equipment shall be properly muffled and maintained in working order so as not to create excessive and unnecessary noise.
- (l11) *Multifamily dwellings.* Operating or permitting the operation within a multifamily dwelling of any source of sound in a manner so as to exceed fifty-five (55) ~~dbd~~B(A) from 7:00 a.m. to 10:00 p.m. when measured within an adjacent intrabuilding dwelling. The maximum permissible sound level, when measured in an adjacent intrabuilding area between 10:00 p.m. and 7:00 a.m. on weekdays and 10:00 p.m. and 10:00 a.m. on weekends and holidays shall be fifty (50) ~~dbd~~B(A). In addition, the limits in 11-88(d) and Table 2 apply to sound production devices.
- (m12) *Recreational motorized vehicles operating off public right-of-way.* No person shall operate or cause to be operated any recreational motorized vehicle, motorcycle, moped, dune buggy or any other type of motorized vehicle that exceeds the limits set forth in table 1 off the public right-of-way in any residential or noise-sensitive zone. This section shall apply to all motorized vehicles noted above, whether or not duly licensed and registered.
- (n13) *Idling vehicles.* It shall be unlawful to park a bus, truck, or other motor vehicle having a gross vehicle weight of eleven thousand (11,000) pounds or greater and allowing the engine on such vehicle to run while such vehicle is parked on public or private property within the city limits of the City of St. Augustine unless such vehicle is parked for the purpose of making pickups or deliveries at that site or, if the vehicle is on public property, at a site nearby. This section shall also not apply to a vehicle regulated under this section which is parked on the premises of a licensed repair shop for the purpose of making repairs to such vehicle. Under no circumstances shall any vehicle regulated by this section be allowed to idle or run the engine for more than forty-five (45) minutes while parked at each location.

Sec. 11-90. Method of sound level measurement.

Sound level measurement shall be made with a sound level meter using the A-weighting scale, in accordance with standards promulgated by American National Standards Institute or other reasonable standards adopted by the city or the state.

The sound level meter and sound level meter calibrator shall be maintained in calibration and good working order. Measurements shall be taken so as to provide a proper representation of the sound source under investigation for potential violation of this article. The microphone used during measurement shall be positioned so as not to create any unnatural enhancement or diminution of the measured sound. A wind-screen for the microphone shall be used when required.

Measurements shall be conducted at the location specified by the provision being applied. At that location, measurements may be conducted at any elevation if the source or receptor is elevated (e.g., 2nd floor bedroom window, 3rd floor balcony)."

Sec. 11-91 . Inspections.

A noise control officer (NCO) mayte perform reasonable sound testing on any device or devices, including but not limited to requiring the temporary shutting down of said device or devices for the purposes of measuring the ambient sound level. except that upon showing that the inspection would produce a noticeable interruption of services that would cause discomfort to employees or customers or require a building engineer or other professional to work with the equipment. Such authorized employee shall reschedule the inspection for a more convenient time. No claim may be made against the brief shutting down of sound production devices by facility management for the purposes of measuring the ambient sound level. In the absence of consent for the inspection, the NCO may enforce the provisions of this code utilizing any other legally available method.

Sec. 11-9192. Exempt noises.

The following are exempt from the provisions of section 11-88:

(...)

- (d) Noises of safety signals, warning devices, emergency pressure relief valves, and bells and chimes of churches, ~~except noise relating to operation of trains.~~

(...)

Sec. 11-9293. Special permits to exceed noise levels.

Application for a permit for relief from the maximum noise level limits designated in this article may be made in writing to the NCO. Any permit granted by the NCO hereunder must be in writing and shall contain all conditions upon which the permit is granted. The NCO may grant the applied-for special permit only as follows:

(...)

- (2) *Permits for entertainment.* Permits may be granted for the purpose of entertainment under the following conditions:

- a. The function must be open to the public (admission may be charged).
- b. The function must take place on public property.
- c. The permit will be given for specific events and durations of time. ~~only eight (8) hours in one (1) twenty-four hour day.~~
- d. The function must be staged between the hours of 9:00 a.m. and 12:00 midnight.

(...)

- (4) *Loudspeakers.* No permit may be issued to permit the use of any loudspeaker or sound-amplifying device on the exterior of any building which at any time exceeds the sound level limits of this code ~~in table 1~~ except those used for emergency warnings.

Sec. 11-~~93~~94. Enforcement responsibility.

The noise control officer shall have primary enforcement responsibility for this article. The NCO shall coordinate with federal and state authorities and as necessary enforce federal statutes and regulations to the extent authorized by the Federal Quiet Communities Act, and other applicable law.

Sec. 11-~~94~~95. Penalties and procedures.

1. Civil county court citation per F.S. 162.21

- (a) A NCO is authorized to issue a citation to a person when, based upon personal investigation, the NCO has reasonable cause to believe that the person has committed a civil infraction in violation of the provisions of this article. The penalties to be assessed by the NCO shall be one hundred dollars (\$100.00) per incident for the initial violation and four hundred ninety-nine dollars (\$499.00) per incident for a repeat violation. A repeat violation is a violation occurring within one year of a previous violation of the same code provision.
- (b) Prior to issuing a citation, the NCO shall provide notice to the person that the person has committed a violation and shall establish a reasonable time period within which the person must correct the violation. If, upon personal investigation, the NCO finds that the person has not corrected the violation within the time period, the NCO may issue a citation to the person who has committed the violation. The NCO does not have to provide the person with an additional time period to correct the violation prior to issuing a citation and may immediately issue a citation if a repeat violation is found or if the NCO has reason to believe the violation presents a serious threat to the public health, safety or welfare, or if the violation is irreparable or irreversible.
- (c) A citation issued by a NCO shall be in a form prescribed by the city and shall contain:
 - (1) The date and time of issuance.
 - (2) The name and address of the person to whom the citation is issued.
 - (3) The date and time the civil infraction was committed.
 - (4) The facts constituting reasonable cause for violation of the cited code provision violated.
 - (5) The number or section of the code violated.
 - (6) The name and authority of the NCO.
 - (7) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.
 - (8) The applicable civil penalty of \$100.00 per incident, and \$499.00 for a repeat offense if the person elects to contest the citation.

- (9) The applicable civil penalty if the person elects not to contest the citation will be reduced by \$20.00.
- (10) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his or her right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.
- (d) After issuing a citation to an alleged violator, the NCO shall deposit the original citation and one copy of the citation with the county court. Any person who willfully refuses to sign and accept a citation issued by a code enforcement officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.082 or 775.083.
- ~~(e) Unless otherwise specifically authorized and provided for by law, a person convicted of violating a municipal ordinance may be sentenced to pay a fine, not to exceed five hundred dollars (\$500.00), and may be sentenced to a definite term of imprisonment, not to exceed sixty (60) days, in a facility as authorized by law.~~

2. Code enforcement board or special magistrate procedure per F.S. 162.06

- (a) A code inspector may enforce the provisions of this code consistent with Florida Statutes, Title XI, Part 1, sections 162.01-162. 13 as may be amended from time to time.
- (b) An NCO may refer to a code inspector a violation of this code after three or more violations have been prosecuted under the county court civil citation enforcement procedures, and the violations continue. The code inspector may recommend to the code enforcement board/special magistrate methods to achieve code compliance, including but not limited to, relocation of the sound production device, sound attenuation barriers such as insulation, noise curtains, or other methods of obtaining compliance through soundproofing. The code enforcement board/special magistrate may consider any reasonable method of achieving compliance with this code and include same in its order."

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)

HOTELS/MOTELS/BED & BREAKFASTS (2025)

Victoria Murphy
Planner I

BUSINESS ID	AGENT/OPERATOR NAME	DBA	BUSINESS ADDRESS	MAIL ADDRESS LINE 1	MAIL ADDRESS LINE 3
5264	1001 NIGHTS BED AND BREAKFAST LLC	1001 NIGHTS BED ABD BREAKFAST LLC	68 ORANGE ST	68 ORANGE ST	ST AUGUSTINE, FL 32084
3038	116 SAN MARCO STA, LLC	DOUBLETREE BY HILTON ST. AUGUSTINE	116 SAN MARCO AVE	116 SAN MARCO AVE	SAINT AUGUSTINE, FL 32084 USA
2472	AGUSTIN INN	AGUSTIN INN	29 CUNA ST	29 CUNA ST	ST AUGUSTINE, FL 32084 USA
5379	ALRIGHT HOSPITALITY LLC	COMFORT SUITES	3150 PONCE DE LEON BLVD. N	3150 PONCE DE LEON BLVD. N	ST AUGUSTINE, FL 32084
5827	AMALGA HOTEL OF ST. AUGUSTINE, LLC	AMALGA HOTEL OF ST. AUGUSTINE, LLC	5 PRAWN ST	444 SEABREEZE BLVD	DAYTONA BEACH, FL 32176
2477	AT JOURNEYS END	AT JOURNEYS END	89 CEDAR ST	1112 1ST ST.	NEPTUNE BEACH, FL 32266 USA
2488	B KLOECKNER	CASTLE GARDEN B & B	15 SHENANDOAH ST	15 SHENANDOAH ST	ST AUGUSTINE, FL 32084-2817
2924	BAJANTI & BROTHERS ESTATES INC	INN ON CHARLOTTE BED & BREAKFAST	52 CHARLOTTE ST	52 CHARLOTTE ST	ST AUGUSTINE, FL 32084 USA
2530	BAYFRONT INN INC	BAYFRONT INN	138 AVENIDA MENENDEZ	138 AVENIDA MENEDEZ	ST AUGUSTINE, FL 32084 USA
2482	BEST WESTERN BAYFRONT INN	BEST WESTERN BAYFRONT INN	16 AVENIDA MENENDEZ	32 AVENIDA MENENDEZ	SAINT AUGUSTINE, FL 32084
2481	BEST WESTERN HISTORICAL INN	BEST WESTERN HISTORICAL INN	2010 N PONCE DE LEON BLVD	32 AVENIDA MENENDEZ	ST AUGUSTINE, FL 32084 USA
2486	CASA DE SOLANA C/O VIMAL PATEL	CASA DE SOLANA	21 AVILES ST	21 AVILES ST	ST AUGUSTINE, FL 32084
2487	CASA DE SUENOS	CASA DE SUENOS	20 CORDOVA STREET	20 CORDOVA STREET	SAINT AUGUSTINE, FL 32084
2489	CEDAR HOUSE INN INC	CEDAR HOUSE INN	79 CEDAR ST	79 CEDAR ST	ST AUGUSTINE, FL 32084
2490	CENTENNIAL HOUSE BED & BREAKFAST	CENTENNIAL HOUSE BED & BREAKFAST	26 CORDOVA ST	26 CORDOVA ST	ST AUGUSTINE, FL 32084
2621	CONCH HOUSE BUILDERS II LLC	CONCH HOUSE MARINA RESORT	57 COMARES AVE	57 COMARES AVE	ST AUGUSTINE, FL 32084
2505	DEVI G. LLC	OLD TOWN INN	427 ANASTASIA BLVD	427 ANASTASIA BLVD	ST AUGUSTINE, FL 32080 USA
2476	DOLPHIN COVE INN, INC.	MARKER 8 HOTEL AND MARINA	1 DOLPHIN DR	1 DOLPHIN DR	ST AUGUSTINE, FL 32084 USA
2495	ECONOMY INN	ECONOMY INN	94 SAN MARCO AVE	94 SAN MARCO AVE	ST AUGUSTINE, FL 32080
2496	EDGEWATER INN HOLDINGS LLC	EDGEWATER INN	2 N ST AUGUSTINE BLVD.	2 N ST AUGUSTINE BLVD.	ST AUGUSTINE, FL 32080
5957	FALGUNIBEN PATEL	MERIDA INN & SUITES	2150 N PONCE DE LEON BLVD	2150 N PONCE DE LEON BLVD	ST AUGUSTINE, FL 32084
3221	FLAGLER INN	FLAGLER INN	2700 PONCE DE LEON BLVD N	2700 PONCE DE LEON BLVD N	ST AUGUSTINE, FL 32084 USA
2498	HAMPTON HISTORICAL INN	HAMPTON HISTORICAL INN	2050 N PONCE DE LEON BLVD	32 AVENIDA MENENDEZ	ST AUGUSTINE, FL 32084-2622
2499	HILTON HISTORIC BAYFRONT	HILTON SAINT AUGUSTINE HISTORIC BAYFRONT	32 AVENIDA MENENDEZ	32 AVENIDA MENENDEZ	SAINT AUGUSTINE, FL 32084
2500	HISTORIC INN	HISTORIC INN	107 ANASTASIA BLVD	107 ANASTASIA BLVD	ST AUGUSTINE, FL 32080
2510	HISTORIC PONCE HOTEL LLC	HISTORIC PONCE HOTEL LLC	1111 N PONCE DE LEON BLVD	1111 N PONCE DE LEON BLVD	ST AUGUSTINE, FL 32084
2473	HISTORIC SEVILLA HOUSE	HISTORIC SEVILLA HOUSE	14 SEVILLA ST	14 SEVILLA ST	ST AUGUSTINE, FL 32084
5819	HOME AGAIN ST JOHNS INC	VETERANS VILLAGE ST JOHNS	427 ANASTASIA BLVD	427 ANASTASIA BLVD	ST AUGUSTINE, FL 32080
4889	HOMEWOOD SUITES ST. AUGUSTINE SAN SEBAST	HOMEWOOD SUITES ST. AUGUSTINE	10 PRAWN ST	10 PRAWN ST	ST AUGUSTINE, FL 32084
2483	JALARAM SAI INC	BUDGET INN	12 ANASTASIA BLVD	12 ANASTASIA BLVD	ST AUGUSTINE, FL 32080 USA
2494	JANE PATEL	DAYS INN	1300 N PONCE DE LEON BLVD	1300 N PONCE DE LEON BLVD	ST AUGUSTINE, FL 32084 USA
2492	JAYESH R PATEL	COUNTRY INN & SUITES	231 SAN MARCO AVE	231 SAN MARCO AVE	ST AUGUSTINE, FL 32084
2409	JENNY RAGLAND	THE PIRATE HAUS INN	32 TREASURY ST	32 TREASURY ST	ST AUGUSTINE, FL 32084
2928	JIGISHA PATEL	TRAVEL LODGE SUITES	290 SAN MARCO AVE	290 SAN MARCO AVE	ST AUGUSTINE, FL 32084 USA
2521	JOSEPH FINNEGAN	ST FRANCIS INN INC B & B	279 ST GEORGE ST	279 ST GEORGE ST	ST AUGUSTINE, FL 32084
2412	JOSEPH P FINNEGAN JR	WILSON HOUSE	280 ST GEORGE ST	279 ST GEORGE ST	ST AUGUSTINE, FL 32084-5023
2529	JSHREE INC	VICTORIAN HOUSE LLC	11 CADIZ ST	11 CADIZ ST	ST AUGUSTINE, FL 32084 USA
2517	KANTI PATEL	HOLIDAY INN EXPRESS	601 ANASTASIA BLVD	32 AVENIDA MENENDEZ	ST AUGUSTINE, FL 32080
5589	KANTIBHAI PATEL	HAMPTON INN ST. AUGUSTINE DOWNTOWN	1302 N PONCE DE LEON BLVD	32 AVENIDA MENENDEZ	ST AUGUSTINE, FL 32084
1178	LEAD HOSPITALITY, INC.	THE LOCAL - ST. AUGUSTINE	512 ANASTASIA BLVD	512 ANASTASIA BLVD.	ST AUGUSTINE, FL 32084
5212	LIONS AND LATERNS, LLC	LIONS AND LATERNS	34 SARAGOSSA ST	411 WALNUT ST	GREEN COVE SPRINGS, FL 32043
2512	LIONS HOSPITALITY, LLC	LIONS HOSPITALITY, LLC	3101 N PONCE DE LEON BLVD	3101 N PONCE DE LEON BLVD	ST AUGUSTINE, FL 32084-1644
2983	LOLO PROPERTIES LLC	THE LOFT AT MENORCAN SQUARE	31 SAN MARCO AVE	PO BOX 7039	STERLING HEIGHTS, MI 48311 USA
2478	MIKE & SANDY WIEBER	BAYFRONT MARIN HOUSE INN	142 AVENIDA MENENDEZ	142 AVENIDA MENENDEZ	ST AUGUSTINE, FL 32084 USA
2515	NARESH G PATEL	LION INN	420 ANASTASIA BLVD	420 ANASTASIA BLVD	ST AUGUSTINE, FL 32080 USA
5141	PINEAPPLE PROPERTIES OF SA 2 LLC	PINEAPPLE PROPERTIES OF SA 2 LLC	44 SPANISH ST	303 B ANASTASIA BLVD	ST AUGUSTINE, FL 32080
5931	PONCE HOTEL INC	HILTON GARDEN INN	1600 PONCE DE LEON BLVD	32 AVENIDA MENENDEZ	ST AUGUSTINE, FL 32084
5833	RAKESH PATEL	CASTILLO INN	110 SAN MARCO AVE	110 SAN MARCO AVE	ST AUGUSTINE, FL 32084
4866	SAN MARCO HOTEL INC.	RENAISSANCE ST. AUGUSTINE HISTORIC	6 CASTILLO DR W	32 AVENIDA MENENDEZ	ST AUGUSTINE, FL 32084
2508	SAVITA 1	PEACE AND PLENTY INN	87 CEDAR ST	87 CEDAR ST	ST AUGUSTINE, FL 32084-4311
2519	SCOTT FORBES	SOUTHERN WIND INN BED & BREAKFAST	18 CORDOVA ST	18 CORDOVA ST	ST AUGUSTINE, FL 32084 USA
2514	SCOTTISH INN	SCOTTISH INN	110 SAN MARCO AVE	110 SAN MARCO AVE	ST AUGUSTINE, FL 32084 USA
3626	SEBASTIAN HOTEL LLC	SEBASTIAN HOTEL	333 PONCE DE LEON BLVD. S	333 PONCE DE LEON BLVD. S	ST AUGUSTINE, FL 32084
2504	SHRISHKUMAR MISTRY	SUNSET INN	2500 N PONCE DE LEON BLVD	2500 N PONCE DE LEON BLVD	ST AUGUSTINE, FL 32084 USA
5547	SHREE VITHALIJI INC	SPARK BY HILTON	42 SAN MARCO AVE	42 SAN MARCO AVE	ST AUGUSTINE, FL 32084
5176	SKDM HOLDING	WESTCOTT HOUSE BED AND BREAKFAST INN	146 AVENIDA MENENDEZ	142 OAKTREE AVE	SOUTH PLAINFIELD, NJ 07080
2518	SOAKS MANAGEMENT LLC	SOUTHERN OAKS INN	2800 PONCE DE LEON BLVD N	2800 PONCE DE LEON BLVD N	ST AUGUSTINE, FL 32084
2474	SUBHASH PATEL	ANASTASIA INN INC	218 ANASTASIA BLVD	218 ANASTASIA BLVD	ST AUGUSTINE, FL 32080 USA
3880	THE BAYVIEW INN AT THE MARINA	THE BAYVIEW INN AT THE MARINA	120 AVENIDA MENENDEZ	120 AVENIDA MENENDEZ	ST AUGUSTINE, FL 32084
1945	THE HEMINGWAY INN	THE HEMINGWAY INN	54 CHARLOTTE ST	54 CHARLOTTE ST	ST AUGUSTINE, FL 32084 USA
2526	THE OLD POWDER HOUSE INN	THE OLD POWDER HOUSE INN	38 CORDOVA ST	38 CORDOVA ST	ST AUGUSTINE, FL 32084
2516	THOMAS LEE/GREGORY SEVERT	SEABREEZE MOTEL LLC	208 ANASTASIA BLVD	208 ANASTASIA BLVD	ST AUGUSTINE, FL 32080 USA
2502	VILLA 1565	VILLA 1565	137 SAN MARCO	137 SAN MARCO	ST AUGUSTINE, FL 32084 USA
4231	VOCO AT BLVD	VOCO AT BLVD	215 ANASTASIA BLVD	215 ANASTASIA BLVD	ST AUGUSTINE, FL 32080

Total: 64
Historic Downtown: 26

BARS/RESTAURANTS
WITH AN ALCOHOL LICENSE (2020)

Barry Fox
Code Enforcement Manager

Bar	Closing Hours	No.	Street	Alcohol Lic.	Food Lic.	Occupancy	# of Seats	Zone	Exception	Conditions
123 Burger House	10:00 PM	123	123 King Street	2 COP	PFS	80	88	1	Restaurant, therefore, no exception needed	50-149 Seats on DBPR PFS license
95 Cordova Catering		95	95 Cordova Street	13 CT				1		
A1A Aleworks	1:00 AM	1	1 King Street	4 COP	PFS		180	1	Restaurant, therefore, no exception needed	
Allegro		1101	1101 Plantation Island Drive	2COP	N/A			4		
Al's Pizza	11:00 PM	1	1 St. George Street	2 COP	PFS	88	95	1	Restaurant, therefore, no exception needed	
Ancient City Brewing Tap Room	12:00 AM	18	18 Cathedral Place	2 COP				1	Approved on April 4, 2017	Close at midnight 7 days a week. One to two musicians acoustic non-amplified, no band. When music is playing doors must be closed. Only 2COP.
Ann O'Malley's									Restaurant, therefore, no exception needed	
Arnold's Lounge	2:00 AM	23	23 Orange Street	2 COP	PFS	24	24	1		Dual Beverage & Tobacco, quota license(2014), stand-alone bar w/ food, vending machine. 50-149 Seats on DBPR PFS license
Athena's Restaurant	10:00 PM	3912	3912 N Ponce De Leon Blvd	4COP	PFS			2	Restaurant, therefore, no exception needed	
Auggie's Draft Room	12:00 AM	14	14 Cathedral Place	2 COP	PFS	80	49	1	Restaurant, therefore, no exception needed	
Ayara Thai		3	3 St. George Street	2 COP	PFS	99	120	1	Restaurant, therefore, no exception needed	50-149 Seats on DBPR PFS license
Sushi Cuisine		140	140 San Marco	2COP	PFS			2		50-149 Seats on DBPR PFS license
Back 40 Urban Café		40	40 S Dixie Hwy	2COP	PFS			3		1-49 Seats on DBPR PFS license.
Bait Shack		101	101 Vilano Causeway	2COP				2		
Bar with No Name (The)	2:00 AM	16	16 S. Castillo Drive	4 COP	PFS			1	Approved on September 2, 2008.	Dual beverage & tobacco license
Barefoot Bill's Island Grill	10:00 PM	61	61 Treasury Street	2 COP	PFS	47	47	1	Restaurant, therefore, no exception needed	
Barley Republic			48 Spanish Street						Restaurant, therefore, no exception needed	
Barnone Saloon	2:00 AM	48	213 Anastasia Blvd	4 COP	PFS		45	1		1-49 Seats on DBPR PFS license. Dual Beverage & Tobacco / Over the counter
Bayfront Marin House		213	142 Avenida Menendez	4COP	PFS			4		1-49 Seats on DBPR PFS license
Blackfly the Restaurant		142	108 Anastasia Blvd	2COP	PFS			1		
Blue Hen Café		108		4COP	PFS			4		150-249 Seats on DBPR PFS license.
Boat Drinks		117	117 MLK Jr Blvd	2COP	PFS			1		1-49 Seats on DBPR PFS license
BOG Brewing		56	56 St. George Street	4COP	PFS			1		50-149 Seats on DBPR PFS license. Dual beverage & tobacco license, quota license, over the counter
Borrillos Pizza & Subs		218	218 West King Street	2COP	N/A			3		
Briskys BBQ		88	88 San Marco	2COP	PFS			2		1-49 Seats on DBPR PFS license
Broudy Bros		3009	3009 N Ponce De Leon Blvd	2COP	PFS			2		150-249 Seats on DBPR PFS license
Bull & Crown		205	205 N Ponce De Leon Blvd	4COP	N/A			3		
	11:00 PM	53	53 St. George Street		PFS			1	Approved September 4, 2012	none / 50-149 Seats on DBPR PFS license

Bar	Closing Hours	No.	Street	Alcohol Lic:	Food Lic:	Occupancy	# of Seats	Zone	Exception	Conditions
Burger Buckets	12:00 AM	3	3 Cordova Street	2 COP	PFS	80	48	1	Restaurant, therefore, no exception needed	1-49 Seats on DBPR PFS license.
Café Alcazar									Restaurant, therefore, no exception needed	1-49 Seats on DBPR PFS license. PFS license for 25 Granada
Café Del Hidalgo	3:00 PM	75	75 King Street	2 COP	PFS			1		
Candlelight South		35	35 Hypolita Street	2COP	PFS			1		1-49 Seats on DBPR PFS license.
Carmello's		1	1 Anastasia Blvd	4COP	PFS			4		50-149 Seats on DBPR PFS license
Carrera Wine Cellar	11:00 PM	146	146 King Street	2 COP	N/A			1	Restaurant, therefore, no exception needed	
Casa Blanca Inn (Tini Martini Bar)	See Conditions	35	35 San Marco	2COP	PFS			2		1-49 Seats on DBPR PFS license
Casa de Vino 57	See Conditions	24	24 Avenida Menendez	4 COP	Hotel / Motel	72	72	1	Approved on October 3, 2006	close by 10:00pm No electronic or amplified music. No music after 9:00pm. Sunday-Thursday, 10am-9pm Friday and Saturday, 10am-11pm.
Casa Maya	12:00 AM	22	22 Hypolita Street	4 COP	SFS	180	150	1	Approved on January 2, 2018	50-149 Seats on DBPR PFS license
Catch 27									Restaurant, therefore, no exception needed	
Cellar 6	10:00 PM	40	40 Charlotte Street	4 COP	QUOTA	33	50	1	Approved on May 6, 2008	1-49 Seats on DBPR PFS license
Chattsworth Pub	2:00 AM	6	6 Aviles Street	4 COP	QUOTA			1	Approved on May 6, 2008	1-49 Seats on DBPR PFS license. PFS under Forgotten Tonic
Cheba Hut St Augustine	12:00 AM	10	10 Marine Street	4 COP	QUOTA		70	1	Restaurant, therefore, no exception needed	50-149 Seats on DBPR PFS license
Cheese Wheel		604	604 Anastasia Blvd	2COP	PFS			4		50-149 Seats on DBPR PFS license.
Chianti Room	See Conditions	223A	223-A West King Street	2COP	PFS			3		50-149 Seats on DBPR PFS license
Chocolattes	11:00 PM	60	60 Charlotte Street	4 COP	SFS	100	49*	1	Approved February 6, 2007	The "Chianti Room" must close by 11:00pm.
City Bistro Tea House & Fort Alley		47	47 Cordova Street	2 COP	N/A	24	25	1	Restaurant, therefore, no exception needed	
Cobalt Lounge / Casa Monica Collage Restaurant	10:30 PM	1280	1280 Ponce de Leon Blvd	2COP	PFS			2		1-49 Seats on DBPR PFS license.
Collector, The Well Bar	9:30 PM	15	15 St George Street	2COP	N/A			1		Dual Beverage & Tobacco License / Over the counter
Colonial Quarter	11:00 PM	95	95 Cordova Street	4 COP	Hotel/Motel		175*	1	Restaurant/Hotel Bar	
Columbia Restaurant		60	60 Hypolita Street	2 COP	PFS		49	1	Restaurant, therefore, no exception needed	
		149	149 Cordova Street	4 COP	Hotel / Motel			1	Use allowed by right/no exception needed.	1-49 Seats on DBPR PFS license
		33	33 St. George Street	4 COP	QUOTA			1	(?) is this operating as a Restaurant?	No electronic or amplified music.
		98	98 St. George Street	4 COP	SFS		550	1	Restaurant, therefore, no exception needed	50-149 Seats on DBPR PFS license
										Dual Beverage & Tobacco License

Bar	Closing Hours	No.	Street	Alcohol Lic:	Food Lic:	Occupancy	# of Seats	Zone	Exception	Conditions
Conch House Marina Resort		57	57 Comares Ave	4COP	QUOTA	PFS		4		Motel license
Corner Bar		830	830 Anastasia Blvd	4COP	SFS	PFS		4		150-249 Seats on DBPR PFS license
Corozan (The)	10:00 PM	36	36 Granada Street	2COP		PFS		1	Cinema/Café. Allowed by usage.	50-149 Seats on DBPR PFS license
Creekside Dinery		160	160 Nix Boatyard Rd	4COP	SFS	PFS		3		
Crow Bar		7	7 Pellicer Lane	2COP		N/A		3		
Cuban Café & Bakery (The)	8:00 PM	100F	100-F St. George Street	2 COP		PFS	25	7	1	1-49 Seats on DBPR PFS license
Culinary Outfitters		173	173 Shipyard Way	2COP	SFS	PFS		3		350-499 Seats on DBPR PFS license 13C
Declaration & Co STA		63	63 San Marco	2COP		N/A		2		
Delish Kebabs of St Augustine		12	12 Cathedral Place	2COP		PFS				
DJ Sluggers		3501	3501 N Ponce De Leon Blvd	2COP		N/A		2		1-49 Seats on DBPR PFS license
Dog Rose Brewing Company										
Dos Coffee & Wine	1:00 AM	77	77 Bridge Street	2 COP		N/A		1	Restaurant, therefore, no exception needed	
		300	300 San Marco Ave	2COP		PFS		2		1-49 Seats on DBPR PFS license.
Doubletree by Hilton		116	116 San Marco Ave	4COP		N/A		2		
El Potro Mexican Rest		226	226 San Marco Ave	2COP		PFS		2		
Flagler Resort: Casa Monica, Starbucks, & Costa Brava	10:00 PM	95	95 Cordova Street	4 COP		PFS		175	1	Hotel
Flavors Eatery									Restaurant, therefore, no exception needed	
	6:00 PM	125-C	125-C King Street	2 COP		PFS		1	Restaurant, therefore, no exception needed	
Florida Cracker Café	9:00 PM	81	81 St. George Street	2 COP		PFS	75	46	1	
Floridian (The)	10:00 PM	72	72 Spanish Street	4 COP	SFS	PFS	150	150	1	150-249 Seats on DBPR PFS license
Fraternal Order of Eagles		13	13 S Dixie Hwy	11C		N/A		3		
Gas Full Service Restaurant										
George's Diner	10:00 PM	9	9 Anastasia Blvd	2COP		PFS		4		
		100	100 Malaga Street	2 COP		PFS		1	Restaurant, therefore, no exception needed	
Gifted Cork (The)	See Conditions	64	64 Hypolita Street	2 COP		PFS		6	1	No live music. Business hours 7:30am to 10:00pm. 1-49 Seats on DBPR license
Gourmet Hut (The)	2:00 AM	17	17 Cuna Street	2 COP		PFS		1		1-49 Seats on DBPR PFS license

<https://cityofstaug.sharepoint.com/sites/CityAttorney/Shared Documents/ORDINANCES/ORD 2025-08 NOISE CONTROL/Copy of bars with closing times-license type 5-12-2020>

Bar	Closing Hours	No.	Street	Alcohol Lic:	Food Lic:	Occupancy	# of Seats	Zone	Exception	Conditions
Green Papaya Thai & Sushi		841	841 S Ponce De Leon Blvd	2COP	PFS			3		1-49 Seats on DBPR PFS license.
Grower's Alliance Café		322	322 Anastasia Blvd	2COP	N/A			4		
Guafres and Goods		212	212 Charlotte Street	2 COP	PFS			1		1-49 Seats on DBPR PFS license
Gypsy Cab		828	828 Anastasia Blvd	4COP	PFS			4		
Harry's Seafood Bar & Grille	11:00 PM	46	46 Avenida Menendez	4 COP	PFS	200	250	1	Restaurant, therefore, no exception needed	
Hilton Historic Bayfront	10:00 PM	32	32 Avenida Menendez	4 COP / 13 CT	PFS		42	1	Restaurant, therefore, no exception needed	
Holiday Inn & Suites		1302	1302 Ponce de Leon Blvd	4COP	PFS			2		Hotel/Motel - COP & Package
Hornkis		106	106 Anastasia Blvd	2COP	N/A			4		
Hurricane Pattys		69	69 Lewis Blvd	4COP	PFS			3		150-249 Seats on DBPR PFS license.
Ice Plant			110 Riberia Street	4 COP	PFS			1	No exception needed/per zoning of this property a bar is an allowed use	1-49 Seats on DBPR PFS license
Isabelas	2:00 AM	19	19 Cuna Street	2 COP	N/A			1		Dual Beverage & Tobacco license
Juniper Market		48	48 San Marco	N/A	PFS			2		
Juniper Market		73	73 San Marco	2COP	N/A			2		
Kazu Sushi Burrito		1000	1000 S Ponce De Leon Blvd	2COP	PFS			3		1-49 Seats on DBPR PFS license.
Kenwood Inn		38	38 Marine Street	2COP	PFS			1		Bed & Breakfast license BNB6500017
King's Chair Barber Club		278	278 West King Street	2COP	N/A			3		
La Herencia Café	10:00 PM	4	4 Aviles Street	2 COP	PFS	72	50	1	Restaurant, therefore, no exception needed	Dual Beverage & Tobacco license
La Quinta Inn & Suites		215	215 Anastasia Blvd	4COP	PFS			4		1-49 Seats on DBPR PFS license.
Le Macaron	2:00 AM	8	8 Cathedral Place	2 COP	N/A	8		1		
Llama Restaurant		415	415 Anastasia Blvd	2COP	PFS			4		1-49 Seats on DBPR PFS license.
Maple Street Biscuit Company	3:00 PM	39-40	39-40 Cordova Street	2 COP	PFS	95		1	Restaurant, therefore, no exception needed	No Amplified Music. 50-149 Seats on DBPR PFS license
Marker 8 Hotel & Marina		1	1 Dolphin Drive	2COP	PFS			4		1-49 Seats on DBPR PFS license. Motel license
Meehan's on Matanzas	2:00 AM	20	20 Avenida Menendez	4 COP	PFS	172	172	1	Restaurant, therefore, no exception needed	
Mellow Mushroom		410	410 Anastasia Blvd	4COP	PFS			4		150-249 Seats on DBPR PFS license.
Metro Diner		100	100 S Ponce De Leon Blvd	2COP	PFS			3		1-49 Seats on DBPR PFS license.
Mi Casa Café	10:00 PM	69	69 St. George Street	2 COP	PFS	72	70	1	Restaurant, therefore, no exception needed	
Michael's St. Augustine	10:30 PM	25	25 Cuna Street	2 COP	PFS		56	1	Restaurant, therefore, no exception needed	50-149 Seats on DBPR PFS license

Bar	Closing Hours	No.	Street	Alcohol Lic:	Food Lic:	Occupancy	# of Seats	Zone	Exception	Conditions
Mikato Steak Restaurant		1092	1092 S Ponce De Leon Blvd	4COP	SFS	PFS		3		150-249 Seats on DBPR PFS license.
Milagro on 12	10:00 PM	12	12 Avenida Menendez	4 COP	SFS	N/A	150	1	Restaurant, therefore, no exception needed	
Mill Top Tavern	1:00 AM	19.5	19.5 St. George Street	4 COP	QUOTA	PFS	115	109	1	Restaurant, therefore, no exception needed
Mojo Old City BBQ	2:00 AM	5	5 Cordova Street	4 COP	SFS	PFS	238	150	1	Restaurant, therefore, no exception needed
Mojo's Tacos		551	551 Anastasia Blvd	2COP		PFS		4		150-249 Seats on DBPR PFS license
Moon and Sun Café		26	26 Toques Place					1		Retail beverage application in progress
Nonna's Trattoria	10:00 PM	2	2 Aviles Street	4 COP	SFS	PFS		150	1	Restaurant, therefore, no exception needed
OC Whites	11:00 PM	118	118 Avenida Menendez	4 COP	SFS	PFS	150	162	1	Restaurant, therefore, no exception needed
Ocean Avenue Sports Bar & Grill										
Odd Birds	2:00 AM	123	123 San Marco Ave	4COP	QUOTA	PFS		2		150-249 Seats on DBPR PFS license.
		200	200 Anastasia Blvd					4		PFS application in progress
Old City House & Restaurant	10:00 PM	115	115 Cordova Street	4 COP	Hotel / Motel	PFS		49	1	Restaurant, therefore, no exception needed
Old City Tours of St Augustine										
Old Coast Ales		23	23 Inlet Pl	2COP		N/A		4		Dual Beverage & Tobacco License / Boats - COP / Over the counter
		300	300 Anastasia Blvd	2COP		N/A		4		Same location as Osprey Tacos
Old Town Business		11	11 Magnolia	2COP		PFS		2		Non seating
Old Town Liquor		135	135 San Marco	4COP	QUOTA	N/A		2		Dual Beverage & Tobacco License
Osprey Tacos		300	300 Anastasia Blvd	1COP		PFS		4		1-49 Seats on DBPR PFS license.
Paper Root		225	225 West King Street	2COP		N/A		3		
Pirates of Black Raven	???	111	111 Avenida Menendez	4COP				1		Boats - COP Only
Pizza Hut		1050	1050 N Ponce De Leon Blvd	1COP		PFS		2		50-149 Seats on DBPR PFS license.
Pizza Time / Gelato Time	11:00 PM	124	124 St. George Street	2 COP		PFS	83	80	1	Restaurant, therefore, no exception needed
Pizzalleys/Chianti										
Room/Prohibition Kitchens		117	117 St George Street	4COP	SFS	PFS	44	1		
Ponce St Augustine Hotel (The) / De Leon Grill		1111	1111 N Ponce De Leon Blvd	4COP		PFS		2		Hotel/Motel - Historic - COP & Package
Present Moment Café		224	224 West King Street	2COP		PFS		3		1-49 Seats on DBPR PFS license.
Preserved Restaurant	9:00 PM	102	102 Bridge Street	2 COP		PFS		1		1-49 Seats on DBPR PFS license
Prince of Wales	See Conditions	54	54 Cuna Street	2 COP		PFS				Must close no later than 9:00 PM, No live entertainment is permissible. https://cityofstaug.uscourts.com/sites/cityofstaug/shared/documents/ORDINANCES/ORD_2025-08_NOISE_CONTROL/Copy of bars with closing times-license type 5-12-2020

Bar	Closing Hours	No.	Street	Alcohol Lic:	Food Lic:	Occupancy	# of Seats	Zone	Exception	Conditions
Prohibition Kitchen	1:30 AM	119	119 St. George Street	4 COP	SFS	PFS	252	1	Restaurant, therefore, no exception needed	150-249 Seats on DBPR PFS license
Pub on Anastasia		213	213 Anastasia Blvd	2COP		PFS		4		1-49 Seats on DBPR PFS license.
Raintree										
Restaurante		102	102 San Marco	4COP	SFS	PFS		2		
Reflections										
Bistro		75	75 King Street	2COP		PFS		1		1-49 Seats on DBPR PFS license.
Rendezvous		106	106 St. George Street	2 COP		PFS	58	1		
Roosevelt Room	2:00 AM	121	121 St George Street	N/A		PFS	72	1		50-149 Seats on DBPR PFS license
Sakada										
Japanese Steak House		120	120 San Marco	2COP		PFS		2		50-149 Seats on DBPR PFS license.
San Sebastian Winery	11:00 PM	157	157 King Street	2 COP		PFS		1	Restaurant, therefore, no exception needed	150-249 Seats on DBPR PFS license
Sangrias Wine & Tapas Bar		35	35 Hypolita Street	2 COP		PFS	49	1	Restaurant, therefore, no exception needed	
Sarbez	2:00 AM	115	115 Anastasia Blvd	2COP		PFS		4		1-49 Seats on DBPR PFS license.
Scarletts St Auggy & Dos Gatos St Auggy										
Schooners Seafood House		3560	3560 Ponce de Leon Blvd	4COP	SFS	PFS		2		
Shanghai Nobby's		10	10 Anastasia Blvd	4COP	QUOTA	PFS		4		1-49 Seats on DBPR PFS license. Dual beverage & Tobacco license
Social Lounge (The)	12:00 AM	59	59 Cuna Street	2 COP		N/A	6	1	Approved on August 2, 2016	No outside music after 10:00pm. Hours of operation until midnight.
South A Philly Steak & Hogies										
Southern Oaks Inn	2:30 AM	1	1 King Street	1 COP		PFS	36	1	Restaurant, therefore, no exception needed	1-49 Seats on DBPR PFS license
St. Auggie's Pizza		2800	2800 N Ponce De Leon Blvd	4COP	Hotel / Motel	PFS		2		1-49 Seats on DBPR PFS license. Hotel/Motel - COP & Package
St Augustine Alligator Farm	See Conditions	113	113 King Street			PFS		1	Approved on April 2, 2019	Sales allowed Tuesday-Thursday 11am-9pm, Friday-Saturday, 11am-10pm, Sunday 12pm-9pm.
St Augustine Amphitheatre		999	999 Anastasia Blvd	2COP		PFS		4		non seating
St Augustine Coffee House		1340	1340 A1A South	11PA		N/A		4		
St Augustine Fish Camp		6	6 St. George Street	2 COP		N/A		1	No record of this business existing	
St Augustine Lighthouse & Museum		142	142 Riberia Street			N/A		1		Retail Beverage and PFS in progress
St Augustine Yacht Club		81	81 Lighthouse Ave	2COP		PFS		4		non-seating
St Francis Inn		442	442 Ocean Vista Avenue	11C		N/A		4		
		279	279 St George Street	4COP	Hotel/Motel	PFS		1		B&B

http://cityofstaugustine.com/sites/default/files/2016-09/2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-2753-2754-2755-2756-2757-2758-2759-2760-2761-2762-2763-2764-2765-2766-2767-2768-2769-2770-2771-2772-2773-2774-2775-2776-2777-2778-2779-2780-2781-2782-2783-2784-2785-2786-2787-2788-2789-2790-2791-2792-2793-2794-2795-2796-2797-2798-2799-2800-2801-2802-2803-2804-2805-2806-2807-2808-2809-2810-2811-2812-2813-2814-2815-2816-2817-2818-2819-2820-2821-2822-2823-2824-2825-2826-2827-2828-2829-2830-2831-2832-2833-2834-2835-2836-2837-2838-2839-2840-2841-2842-2843-2844-2845-2846-2847-2848-2849-2850-2851-2852-2853-2854-2855-2856-2857-2858-2859-2860-2861-2862-2863-2864-2865-2866-2867-2868-2869-2870-2871-2872-2873-2874-2875-2876-2877-2878-2879-2880-2881-2882-2883-2884-2885-2886-2887-2888-2889-2890-2891-2892-2893-2894-2895-2896-2897-2898-2899-2900-2901-2902-2903-2904-2905-2906-2907-2908-2909-2910-2911-2912-2913-2914-2915-2916-2917-2918-2919-2920-2921-2922-2923-2924-2925-2926-2927-2928-2929-2930-2931-2932-2933-2934-2935-2936-2937-2938-2939-2940-2941-2942-2943-2944-2945-2946-2947-2948-2949-2950-2951-2952-2953-2954-2955-2956-2957-2958-2959-2960-2961-2962-2963-2964-2965-2966-2967-2968-2969-2970-2971-2972-2973-2974-2975-2976-2977-2978-2979-2980-2981-2982-2983-2984-2985-2986-2987-2988-2989-2990-2991-2992-2993-2994-2995-2996-2997-2998-2999-3000-3001-3002-3003-300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Bar	Closing Hours	No.	Street	Alcohol Lic.	Food Lic.	Occupancy	# of Seats	Zone	Exception	Conditions
St George Inn / Bin 39	See Conditions	4	4 St. George Street	2 COP	PFS		12	1	(?) What type of business is this operating as? We have no business tax receipt record for this business.	Hours of alcohol sales, service and consumption not to exceed 10:00 pm.
St Johns County Council on Aging		179	179 Marine Street	2 COP	N/A			1		
St. Augustine Coffee House	9:30 PM	6	6 St. George Street	2 COP			8	1	No record of this business existing.	
St. George Tavern	2:00 AM	116	116 St. George Street	4 COP	PFS	100	42	1	Predates zoning regulations.	Stand alone bar with food
Stampedes		311	311 Anastasia Blvd	2 COP	N/A			4		Dual beverage & tobacco / over the counter
Stogies Cigar Emporium	2:00 AM	36	36 Charlotte Street	2 COP	MFDV		20	1	(?) No Exception filed for this address. Retail sales only. Is the alcohol being sold by the glass?	Dual Beverage & Tobacco License/ Mobile Food Dispensing Vehicle
Taberna del Caballo / Colonial Quarter	11:00 PM	37	37 St. George Street		PFS			1	Approved on September 4, 2012	none 50-149 seats on DBPR PFS License
Taco Shop (The)	2:00 AM	114	114 St. George Street	2 COP	PFS	35	20	1	Restaurant, therefore, no exception needed	
Thai House & Sushi Bar	11:00 PM	21	21 Hypolita Street	2 COP	PFS	80	50	1	Restaurant, therefore, no exception needed	
Tijuana Flats		833	833 Ponce de Leon Blvd	2 COP	PFS	38		1		50-149 Seats on DBPR PFS license.
Trade Winds Lounge	2:00 AM	124	124 Charlotte Street	4 COP	PFS		112	1	Predates zoning regulations.	Dual Beverage & Tobacco
Treasury on the Plaza (The)		24	24 Cathedral Place	4 COP	QUOTA			1	Allowed use by right per zoning. No exception needed.	
TRYP by Wyndam Sebastian St Augustine		333	333 S Ponce De Leon Blvd	2 COP	PFS			3		50-149 Seats on DBPR PFS license.
Uptown Swinery / Le Pavillon		45	45 San Marco	4 COP	PFS			2		150-249 Seats on DBPR PFS license.
Victory (The)	???	111	111 Avenida Menendez	2 COP				1		
Villa Victor		42	42 San Marco	2 COP	PFS			2		
White Lion	2:00 AM	20	20 Cuna Street	4 COP	PFS		120	1	Restaurant, therefore, no exception needed	
White Room (The)	2:00 AM	1	1 King Street	4 COP	QUOTA			1	Allowed use by right per zoning. No exception needed.	
Wine Cellar (The)		39B	39-B Cordova Street					1		Retail beverage application in progress
Witty Whisker Cat Café			112 N Ponce De Leon Blvd	2 COP	N/A			2		
15 Total Bars/Cocktail Lounge with a Use By Exception										
LEGEND:										
1 COP: Beer for sale by the drink (consumption on premises) or in sealed containers for package sales.										
2 APS: Beer and Wine for sale in sealed containers and for consumption off premises only.										
https://cityofstaug.sharepoint.com/sites/CityAttorney/Shared Documents/ORDINANCES/2025 ORDINANCES/ORD 2025-08-NOISE CONTROL/Copy of bars with closing times-license type 5-12-2020										

[illegible]

ObjectID	Shape *	Bar	EstablishmentType	Closing Hours	No.	Street	Alcohol_Lic_CC	Alcohol_Lic	Alcohol_Lic2	Food Lic	Occupancy	# of Seats	Zone	Exception	Conditions
27	Point	Candlelight South Restaurant	Restaurant	12:00 AM	1	1 Anastasia Blvd	4COP, Quota, PFS	4 COP	Quota	PFS	<Null>	<Null>	4	<Null>	50-149 Seats on DBPR PFS license
94	Point	Casa Reina Taqueria and Tequila	Restaurant	11:00 PM	1	1 Anderson	4COP, SFS, PFS	4 COP	<Null>	PFS	<Null>	<Null>	4	<Null>	50-149 Seats on DBPR PFS license
72	Point	Marker 8 Hotel & Marina	Restaurant	<Null>	1	1 Dolphin Drive	2COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>	4	<Null>	1-49 Seats on DBPR PFS license. Motel license
138	Point	AJA Aleworks	Bar	1:00 AM	4	1 King Street	4 COP, SFS, PFS	4 COP	SFS	PFS	<Null>	180	1	Restaurant, therefore, no exception needed	<Null>
167	Point	South A Philly Steak & Hogies	Restaurant	2:30 AM	1	1 King Street	1 COP, PFS	1 COP	<Null>	PFS	<Null>	36	1	Restaurant, therefore, no exception needed	1-49 Seats on DBPR PFS license
137	Point	White Room (The)	Restaurant	2:00 AM	1	1 King Street	4 COP, QUOTA	4 COP	QUOTA	<Null>	<Null>	88	1	Allowed use by right per zoning. No exception nee	<Null>
2	Point	Al's Pizza	Restaurant	11:00 PM	1	1 St. George Street	2 COP, PFS	2 COP	<Null>	PFS	<Null>	95	1	Restaurant, therefore, no exception needed	<Null>
137	Point	Shanghai Nobby's	Bar	2:00 AM	10	10 Anastasia Blvd	4COP, QUOTA, PFS	4 COP	QUOTA	PFS	<Null>	<Null>	4	<Null>	1-49 Seats on DBPR PFS license. Dual beverage & Tobacco license
35	Point	Chattsworth Pub	Bar	12:00 AM	10	10 Marine Street	4 COP, QUOTA, PFS	4 COP	QUOTA	PFS	<Null>	70	1	Restaurant, therefore, no exception needed	50-149 Seats on DBPR PFS license
67	Point	Homewood Suites by Hilton	Hotel		10	10 Prawn St									
99	Point	George's Diner	Restaurant	10:00 PM	100	100 Malaga Street	2 COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>	1	Restaurant, therefore, no exception needed	<Null>
91	Point	Metcho Diner	Restaurant	8:00 PM	100	100 S Ponce De Leon Blvd	2COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>	3	<Null>	1-49 Seats on DBPR PFS license.
91	Point	Mochiatzu	Restaurant	8:00 PM	1000	1000 S Ponce De Leon Blvd	2COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>	3	<Null>	1-49 Seats on DBPR PFS license.
52	Point	Cuban Café & Bakery (The)	Restaurant	8:00 PM	100-F	100-F St. George Street	2COP, PFS	2 COP	<Null>	PFS	25	7	1	Restaurant, therefore, no exception needed	1-49 Seats on DBPR PFS license
10	Point	Bati Shack - not on Sheet 2	Restaurant	7:00 PM	101	101 Villano Causeway	2COP	2 COP	<Null>	<Null>	<Null>	<Null>	2	<Null>	<Null>
122	Point	Preserved Restaurant	Restaurant	9:00 PM	102	102 Bridge Street	2 COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>	1	Restaurant, therefore, no exception needed	1-49 Seats on DBPR PFS license
128	Point	Raintree Restaurant	Restaurant	9:00 PM	102	102 San Marco Ave	4COP, SFS, PFS	4 COP	SFS	PFS	<Null>	<Null>	2	<Null>	<Null>
		Excelsior Museum and Cultural Cnt	Museum	4:30 PM	102	M L King Ave	11PA								
		Winn Dixie	Grocery Store	10:00 PM	1005	1002 S Ponce de Leon Blvd									
		Surf Station	Retail	8:00 PM	1010	S Ponce de Leon Blvd									
80	Point	Hornakis	Restaurant	Temp Closed	106	106 Anastasia Blvd	2COP, N/A	2 COP	<Null>	N/A	<Null>	<Null>	4	<Null>	<Null>
127	Point	Rendezvous	Restaurant	2:00 AM	106	106 St. George Street	2 COP, PFS	2 COP	<Null>	PFS	58	<Null>	1	<Null>	<Null>
16	Point	Blackfly the Restaurant	Restaurant	10:00 PM	108	108 Anastasia Blvd	4COP, SFS, PFS	4 COP	SFS	PFS	<Null>	<Null>	4	<Null>	<Null>
102	Point	Mikato Steak Restaurant	Restaurant	9:30 PM	1092	1092 S Ponce De Leon Blvd	4COP, SFS, PFS	4 COP	SFS	PFS	<Null>	<Null>	3	<Null>	150-249 Seats on DBPR PFS license.
		Frisky Cat Café		7:00 PM	1092	1092 N Ponce de Leon Blvd	2COP	2 COP							
					1092	1092 S Ponce De Leon Blvd, Unit L									
					1099	S Ponce									
115	Point	Fountain of Youth	Restaurant	5:00 PM	11	11 Magnolia	2COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>	2	<Null>	Non seating
81	Point	Ice Plant	Restaurant	2:00 AM	110	110 Riberia Street	4 COP, PFS	4 COP	<Null>	PFS	<Null>	<Null>	1	No exception needed/per zoning of this property a	1-49 Seats on DBPR PFS license
71	Point	Allegro	Restaurant	???	1101	1101 Plantation Island Drive	2COP, N/A	2 COP	<Null>	N/A	<Null>	<Null>	4	<Null>	<Null>
118	Point	Pirates of Black Raven	Bar / Vessel	???	111	111 Avenida Menendez	4COP	4 COP	<Null>	<Null>	<Null>	<Null>	1	<Null>	Boats - COP Only
163	Point	Victory (The)	Bar / Vessel	???	111	111 Avenida Menendez	2 COP	2 COP	<Null>	<Null>	<Null>	<Null>	1	<Null>	<Null>
124	Point	Ponce St Augustine Hotel (The) / De Leon Grill	Restaurant	???	1111	1111 N Ponce De Leon Blvd	4COP, PFS	4 COP	<Null>	PFS	<Null>	<Null>	2	<Null>	Hotel/Motel - Historic- COP & Package
168	Point	Witty Whisker Cat Cafe	Bar	8:00 PM	1112	112 N Ponce De Leon Blvd	2COP, N/A	2 COP	<Null>	N/A	<Null>	<Null>	2	<Null>	<Null>
		Celestino's Wine Room	Restaurant	1:00 AM	113	Anastasia Blvd	11C,PFS								
141	Point	St. Auggie's Pizza - not on Sheet 2	Restaurant	See Conditions	113	113 King Street	PFS	<Null>	<Null>	PFS	<Null>	<Null>	1	Approved on April 2, 2019	Sales allowed Tuesday-Thursday 11am-9pm, Friday-Saturday, 11am-10pm, Sunday 12pm-9pm.
155	Point	Taco Shop (The)	Restaurant	2:00 AM	114	114 St. George Street	2 COP, PFS	2 COP	<Null>	PFS	35	20	1	Restaurant, therefore, no exception needed	<Null>
134	Point	Sarbez	Restaurant	2:00 AM	115	115 Anastasia Blvd	2COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>	4	<Null>	1-49 Seats on DBPR PFS license.
108	Point	Old City House & Restaurant	Restaurant	10:00 PM	115	115 Cordova Street	4 COP, Hotel / Motel, PFS	4 COP	Hotel / Motel	PFS	<Null>	49	1	Restaurant, therefore, no exception needed	Hotel/Motel - COP & Package
59	Point	Doubletree by Hilton	Restaurant	<Null>	116	116 San Marco Ave	4COP, N/A	4 COP	<Null>	N/A	<Null>	<Null>	2	<Null>	<Null>
152	Point	St. George Tavern	Bar	2:00 AM	116	116 St. George Street	4COP, QUOTA, PFS	4 COP	QUOTA	PFS	100	42	1	Predates zoning regulations.	Stand alone bar with food
17	Point	Blue Hen Café	Restaurant	2:00 PM	117	117 MLK Jr Blvd	2COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>	1	<Null>	1-49 Seats on DBPR PFS license
		Sabrage	Bar / Vessel	???	117	Dockside	2COP	2 COP							
119	Point	Pizalleys	Restaurant	8:30 PM	117	117 St. George Street	4COP, SFS, PFS	4 COP	SFS	PFS	44	<Null>	1	<Null>	<Null>
107	Point	OC Whites	Restaurant	11:00 PM	118	118 Avenida Menendez	4 COP, SFS, PFS	4 COP	SFS	PFS	150	162	1	Restaurant, therefore, no exception needed	<Null>
125	Point	Prohibition Kitchen - not on Sheet 2	Restaurant	1:30 AM	119	119 St. George Street	4 COP, SFS, PFS	4 COP	SFS	PFS	252	49	1	Restaurant, therefore, no exception needed	150-249 Seats on DBPR PFS license
100	Point	Milagro on 12	Bar	10:00 PM	12	12 Avenida Menendez	4 COP, SFS, N/A	4 COP	SFS	N/A	<Null>	150	2	<Null>	<Null>
132	Point	Sakada Japanese Steak House	Restaurant	10:45 PM	120	120 San Marco	2COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>	2	<Null>	50-149 Seats on DBPR PFS license.
130	Point	Roosevelt Room	Bar	2:00 PM	121	121 St George Street	2COP, PFS	2 COP	<Null>	PFS	72	<Null>	1	<Null>	50-149 Seats on DBPR PFS license
1	Point	123 Burger House	Restaurant	10:00 PM	123	123 King Street	2 COP, PFS	2 COP	<Null>	PFS	80	88	1	Restaurant, therefore, no exception needed	50-149 Seats on DBPR PFS license
159	Point	Trade Winds Lounge - not on Sheet 2	Bar	2:00 AM	124	124 Charlotte Street	4 COP, QUOTA, PFS	4 COP	QUOTA	PFS	<Null>	112	1	Predates zoning regulations.	Dual Beverage & Tobacco
116	Point	Pizza Time / Gelato Time	Restaurant	11:00 PM	124	124 St. George Street	2 COP, PFS	2 COP	<Null>	PFS	83	80	1	Restaurant, therefore, no exception needed	<Null>
		Gringos Tacos	Restaurant	10:00 PM	125	King Street	2COP, PFS	2 COP							
62	Point	Flavors Eatery	Restaurant	6:00 PM	125-C	125-C King Street	2 COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>	1	Restaurant, therefore, no exception needed	<Null>
40	Point	Farmhand KCHN & Coffee	Restaurant	3:00 PM	1280	1280 Ponce de Leon Blvd	2COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>	2	<Null>	1-49 Seats on DBPR PFS license.
65	Point	Fraternal Order of Eagles	Restaurant	12:00 AM	13	13 S Dixie Hwy	11C, N/A	11C	<Null>	N/A	<Null>	<Null>	3	<Null>	<Null>
83	Point	Holiday Inn & Suites	Restaurant	<Null>	1302	1302 Ponce de Leon Blvd	4COP, PFS	4 COP	<Null>	PFS	<Null>	<Null>	2	<Null>	Hotel/Motel - COP & Package
140	Point	St Augustine Amphitheatre	Bar	11:00 PM	1340	1340 Alia South	11PA, N/A	11PA	<Null>	N/A	<Null>	<Null>	4	<Null>	<Null>
112	Point	Old Town Liquor	Bar	11:00 PM	135	135 San Marco	4COP, QUOTA, N/A	4 COP	QUOTA	N/A	<Null>	<Null>	2	<Null>	Dual Beverage & Tobacco License
6	Point	Athena's Restaurant	Restaurant	10:00 PM	14	14 Cathedral Place	2 COP, PFS	2 COP	<Null>	PFS	80	49	1	Restaurant, therefore, no exception needed	<Null>
					14	14 Avenida Menendez									
8	Point	Avara Thai Sushi Cuisine - not on Sheet 2	Restaurant	<Null>	140	140 San Marco	2COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>	2	<Null>	50-149 Seats on DBPR PFS license
		Hilton			1440	S Ponce									
		Gate Gas Station			1600	N Ponce									
		Sunoco Gas Station			1900	Mizell									
		Shell Gas Station			2350	N Ponce									
		Taco Libre			2600	N Ponce									
		The Flagler Inn			2700	N Ponce									
		CVS			2703	N Ponce									
15	Point	Bayfront Marin House	Restaurant	<Null>	142	142 Avenida Menendez	2COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>	1	<Null>	<Null>
143	Point	St Augustine Fish Camp	Restaurant	10:00 PM	142	142 Riberia Street	4COP, SFS, PFS	4 COP	<Null>	N/A	<Null>	<Null>	1	<Null>	Retail Beverage and PFS in progress
28	Point	Carmello's	Restaurant	11:00 PM	146	146 King Street	2 COP, N/A	2 COP	<Null>	N/A	<Null>	<Null>	1	<Null>	<Null>
44	Point	Collector, The Well Bar	Bar	11:00 PM	149	149 Cordova Street	4 COP, Hotel / Motel, PFS	4 COP	Hotel / Motel	PFS	<Null>	<Null>	1	Restaurant, therefore, no exception needed	1-49 Seats on DBPR PFS license. No electronic or amplified music.
41	Point	City Perks @ Fort Alley	Restaurant	10:00 PM	15	15 St. George Street	2COP, N/A	2 COP	<Null>	N/A	<Null>	<Null>	1	<Null>	Dual Beverage & Tobacco License / Over the counter
131	Point	San Sebastian Winery	Restaurant	11:00 PM	157	157 King Street	2 COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>	1	Restaurant, therefore, no exception needed	150-249 Seats on DBPR PFS license
11	Point	Bar with No Name (The)	Bar	2:00 AM	16	16 S. Castillo Drive	4 COP, QUOTA, PFS	4 COP	QUOTA	PFS	<Null>	<Null>	1	Approved on September 2, 2008.	Dual beverage & tobacco license
50	Point	St Augustine Fish House and Oyster Co.	Restaurant	9:30 PM	160	160 Nix Boatyard Rd	4COP, SFS, PFS	4 COP	SFS	PFS	<Null>	<Null>	3	<Null>	<Null>
		Cortesse's	Bistro		172	San Marco Ave	2COP, PFS	2 COP							
69	Point	Gourmet Hut (The)	Restaurant	2:00 AM	17	17 Cuna Street	2 COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>	1	<Null>	1-49 Seats on DBPR PFS license
53	Point	Asado Life	Restaurant		173	173 Shipyard Way	2COP, SFS, PFS	2 COP	SFS	PFS	<Null>	<Null>	3	<Null>	350-499 Seats on DBPR PFS license 13C
149	Point	St Johns County Council on Aging	Restaurant	<Null>	179	179 Marine Street	2COP, N/A	2 COP	<Null>	N/A	<Null>	<Null>	1	<Null>	<Null>
3	Point	Ancient City Brewing Tap Room	Bar	<Null>	18	18 Cathedral Place	2 COP	2 COP	<Null>	N/A	<Null>	<Null>	1	Approved on April 4, 2017	Close at midnight 7 days a week. One to two musicians acoustic non-amplified, no band. When music is playing doors must be closed. Only 2COP.
82	Point	Isabelas	Restaurant	12:00 AM	19	19 Cuna Street	2 COP, N/A	2 COP	<Null>	N/A	<Null>	<Null>	1	<Null>	Dual Beverage & Tobacco license
101	Point	Mill Top Tavern	Bar	2:00 AM	19.5	19.5 St. George Street	4 COP, QUOTA, PFS	4 COP	QUOTA	PFS	115	109	1	Restaurant, therefore, no exception needed	Dual Beverage & Tobacco License
106	Point	Nonna's Trattoria	Restaurant	10:00 PM	2	2 Aviles Street	4 COP, SFS, PFS	4 COP	SFS	PFS	<Null>	150	1	Restaurant, therefore, no exception needed	1-49 Seats on DBPR PFS license / Dual beverage & tobacco license / Over the counter
95	Point	Meehan's on Matanzas	Restaurant	2:00 AM	20	20 Avenida Menendez	4COP, SFS, PFS	4 COP	SFS	PFS	172	172	1	Restaurant, therefore, no exception needed	<Null>
165	Point	White Lion	Restaurant	2:00 AM	20	20 Cuna Street	4 COP, QUOTA, PFS	4 COP	QUOTA	PFS	<Null>	120	1	Restaurant, therefore, no exception needed	<Null>
110	Point	Odd Birds	Restaurant	2:00 AM	200	200 Anastasia Blvd	4COP, SFS, PFS	4 COP	SFS	PFS	<Null>	<Null>	4	<Null>	PFS application in progress
22	Point	Boudy Bros	Bar	10:00 PM	205	205 N Ponce De Leon Blvd	4COP, Quota, N/A	4 COP	Quota	N/A	<Null>	<Null>	3	<Null>	<Null>
157	Point	Thai House & Sushi Bar	Restaurant	11:00 PM	21	21 Hypollita Street	2 COP, PFS	2 COP	<Null>	PFS	80	50	1	Restaurant, therefore, no exception needed	<Null>
		Ancient City Brunch Bar	Restaurant	2:30 PM	210	210 St George Street	2COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>			
77	Point	Guafres and Goods	Restaurant	8:00 PM	212	212 Charlotte Street	2 COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>	1	<Null>	1-49 Seats on DBPR PFS license
126	Point	Pub on Anastasia	Bar	2:0											

Shell Gas Station									
19 Point	BOG Brewing	Bar	24 HRS	216 S Ponce de Leon Blvd	2 COP, N/A	<Null>	<Null>	<Null>	<Null>
32 Point	Casa Maya	Restaurant	12:00 AM 11:00 PM	218 218 West King Street 22 22 Hypollita Street	4 COP, SFS, PFS	<Null>	180	150	1 Restaurant, therefore, no exception needed 50-149 Seats on DBPR PFS license
Gypsy Moon									
7:00 PM	Boutique			22 22 St George Street, Unit A	2APS				
5:00 PM	Marina			220 Nix Boatyard Road	2APS				
Cat's Paw Marina									
57 Point	Cheese Wheel - closed new pizza place now								
	Restaurant		<Null>	223A 223-A West King Street	2 COP, PFS	<Null>	<Null>	3 <Null>	50-149 Seats on DBPR PFS license
120 Point	Buena Onda	Restaurant	2:00 PM	224 224 West King Street	2 COP, PFS	<Null>	<Null>	3 <Null>	1-49 Seats on DBPR PFS license.
Vimys Place									
117 Point	Paper Root	Bar	6:00 PM	224 224 San Marco Ave	2 COP, N/A	<Null>	<Null>	3 <Null>	<Null>
60 Point	El Pstro Mexican Rest	Bar	10:00 PM	226 226 San Marco Ave	2 COP, PFS	<Null>	<Null>	2 <Null>	<Null>
Old City Tours of St Augustine - not on Sheet 2									
111 Point	Bar		<Null>	23 23 Intet Pl	2 COP, N/A	<Null>	<Null>	4 <Null>	Dual Beverage & Tobacco License / Boats - COP / Over the counter
4 Point	Ann O'Malley's	Bar	2:00 AM	23 23 Orange Street	2 COP, PFS	<Null>	24	24	1 Restaurant, therefore, no exception needed
30 Point	Casa Blanca Inn (Tini Martini Bar)	Bar	1:00 AM	24 24 Avenida Menendez	4 COP, Hotel / Motel	<Null>	72	72	1 Approved on October 3, 2006
158 Point	Treasury on the Plaza (The)	Event Venue	12:00 AM	24 24 Cathedral Place	4 COP, QUOTA	<Null>	<Null>	<Null>	1 Allowed use by right per zoning. No exception neer close by 100am
98 Point	Michael's St. Augustine	Restaurant	10:30 PM	25 25 Cuna Street	2 COP, PFS	<Null>	<Null>	56	1 Restaurant, therefore, no exception needed 50-149 Seats on DBPR PFS license
Crucial Coffee									
10:00 PM	Café			26 26 Charlotte Street	2 COP	<Null>	<Null>	<Null>	
King's Chair Barber Club - not on Sheet 2									
88 Point	Bar		8:00 PM	278 278 West King Street	2 COP, N/A	<Null>	<Null>	3 <Null>	<Null>
147 Point	St Francis Inn	Restaurant		279 279 St George Street	4 COP, Hotel/Motel, PFS	<Null>	<Null>	<Null>	B&B
145 Point	Southern Oaks Inn	Restaurant		2800 2800 N Ponce De Leon Blvd	4 COP, Hotel / Motel, PFS	<Null>	<Null>	120	1-49 Seats on DBPR PFS license. Hotel/Motel - COP & Package
7 Point	Augie's Draft Room	Bar	11:00 PM	3 S St. George Street	2 COP, PFS	<Null>	99		50-149 Seats on DBPR PFS license
113 Point	Old Coast Alex - address on Sheet 2 only once	Bar	11:00 PM	300 300 Anastasia Blvd	2 COP, N/A	<Null>	<Null>	4 <Null>	Same location as Osprey Tacos
114 Point	Osprey Tacos - address on Sheet 2 only once	Bar	9:00 PM	300 300 Anastasia Blvd	1 COP, PFS	<Null>	<Null>	<Null>	1-49 Seats on DBPR PFS license.
58 Point	Dos Coffee & Wine	Restaurant	7:00 PM	300 300 San Marco Ave	2 COP, PFS	<Null>	<Null>	<Null>	1-49 Seats on DBPR PFS license.
21 Point	Briskys BBQ	Restaurant	7:00 PM	3009 3009 N Ponce De Leon Blvd	2 COP, PFS	<Null>	<Null>	2 <Null>	150-249 Seats on DBPR PFS license
153 Point	Stampedes	Bar	2:00 AM	311 311 Anastasia Blvd	2 COP, N/A	<Null>	<Null>	4 <Null>	Dual beverage & tobacco / over the counter
14 Point	Barnone Saloon	Bar	2:00 AM	312 312 Anastasia Blvd	4 COP, PFS	<Null>	<Null>	4 <Null>	
78 Point	Hilton Historic Bayfront	Restaurant	10:00 PM	32 32 Avenida Menendez	4 COP / 13 CT, SFS, PFS	<Null>	<Null>	42	1 Restaurant, therefore, no exception needed
74 Point	Growers Alliance Café	Restaurant	6:00 PM	322 322 Anastasia Blvd	2 COP, N/A	<Null>	<Null>	<Null>	<Null>
45 Point	Colonial Quarter	Restaurant	11:00 PM	33 33 St. George Street	4 COP, QUOTA, PFS	<Null>	<Null>	<Null>	50-149 Seats on DBPR PFS license
Lobstah On A Roll									
26 Point	Café Del Hildalgo	Restaurant	9:00 PM	34 34 Granada Street	2 COP, PFS	<Null>	<Null>	<Null>	1-49 Seats on DBPR PFS license.
133 Point	Sangrias Wine & Tapas Bar	Restaurant	11:00 PM	35 35 Hypollita Street	2 COP, PFS	<Null>	49	49	1 Restaurant, therefore, no exception needed
29 Point	Carrera Wine Cellar / Tattoos and Brews	Bar	8:00 PM	35 35 San Marco	2 COP, PFS	<Null>	<Null>	<Null>	1-49 Seats on DBPR PFS license
56 Point	PI Liquor	Retail	11:00 PM	3501 3501 N Ponce De Leon Blvd	2 COP, N/A	<Null>	<Null>	<Null>	<Null>
139 Point	Schooners Seafood House	Restaurant	8:30 PM	3560 3560 N Ponce de Leon Blvd	4 COP, SFS, PFS	<Null>	<Null>	<Null>	<Null>
154 Point	Stogies Cigar Emporium	Bar	2:00 AM	36 36 Charlotte Street	2 COP, MFDV	<Null>	<Null>	20	1 (7) No Exception filed for this address. Retail sales (Dual Beverage & Tobacco License/ Mobile Food Dispensing Vehicle
Renwood Inn - not on Sheet 2									
86 Point	Bar		<Null>	38 38 Marine Street	2 COP, PFS	<Null>	<Null>	<Null>	Bed & Breakfast license BH8500017
5 Point	Arnold's Lounge	Bar	2:00 AM	3912 3912 N Ponce De Leon Blvd	4 COP, PFS	<Null>	<Null>	2 <Null>	Dual Beverage & Tobacco, quota license(2014), stand-alone bar w/ food, vending machine. 50-149 Seats on DBPR PFS license
93 Point	Maple Street Biscuit Company	Restaurant	3:00 PM 39-40	39-40 Cordova Street	2 COP, PFS	<Null>	95	<Null>	No Amplified Music. 50-149 Seats on DBPR PFS license
166 Point	Wine Cellar (The)	Restaurant		39B	IP	<Null>	<Null>	<Null>	Retail beverage application in progress
87 Point	La Herencia Café	Restaurant	10:00 PM	4 4 Aviles Street	2 COP, PFS	<Null>	72	50	Dual Beverage & Tobacco license
St George Inn / Bin 39 - two in Sheet 2 for this address									
150 Point	Kaisers Deli Market	Restaurant	See Conditions	4 S St. George Street	2 COP, PFS	<Null>	<Null>	12	1 (7)What type of business is this operating as? We h Hours of alcohol sales, Service and consumption not to exceed 10:00 pm.
Catch 27									
33 Point	9 Point	Restaurant	7:00 PM	4 4 White Street	2 COP, PFS	<Null>	<Null>	<Null>	1-49 Seats on DBPR PFS license
9 Point	Back 40 Urban Café	Restaurant	10:00 PM	40 40 Charlotte Street	4 COP, QUOTA, PFS	<Null>	33	<Null>	1-49 Seats on DBPR PFS license.
96 Point	Mellow Mushroom	Restaurant	8:00 PM	40 40 S Dixie Hwy	2 COP, PFS	<Null>	<Null>	<Null>	150-249 Seats on DBPR PFS license.
92 Point	Llama Restaurant	Restaurant	11:00 PM	410 410 Anastasia Blvd	4 COP, SFS, PFS	<Null>	<Null>	<Null>	1-49 Seats on DBPR PFS license.
94 Point	Villa Victor: Chiku Café and Bar	Restaurant	8:45 PM	415 415 Anastasia Blvd	2 COP, PFS	<Null>	<Null>	<Null>	<Null>
164 Point	St Augustine Yacht Club	Bar	Temp Closed	42 42 San Marco	2 COP, PFS	<Null>	<Null>	2 <Null>	<Null>
148 Point	Sunoco Gas Station	Restaurant	9:00 PM	442 442 Ocean Vista Avenue	11C, N/A	<Null>	<Null>	4 <Null>	<Null>
Harry's Seafood Bar & Grille									
75 Point	Chocolattes	Restaurant	11:00 PM	46 46 Avenida Menendez	4 COP, SFS, PFS	<Null>	200	250	<Null>
39 Point	Juniper Market	Restaurant	11:00 PM	47 47 Cordova Street	2 COP, N/A	<Null>	24	25	1 Restaurant, therefore, no exception needed
84 Point	Barley Republic	Restaurant	3:00 PM	48 48 San Marco	2 COP, PFS	<Null>	<Null>	<Null>	<Null>
13 Point	Mojo Old City BBQ	Bar	2:00 AM	48 48 Spanish Street	4 COP, QUOTA, PFS	<Null>	<Null>	45	1-49 Seats on DBPR PFS license. Dual Beverage & Tobacco / Over the counter
103 Point	English Landing	Marina	2:00 AM	5 5 Cordova Street	4 COP, SFS, PFS	<Null>	238	150	1 Restaurant, therefore, no exception needed 150-249 Seats on DBPR PFS license
Prince of Wales									
123 Point	Mojo's Tacos	Bar	24 HRS	509 509 S Ponce de Leon Blvd	2 COP	<Null>	<Null>	<Null>	Must close no later than 9:00 PM, No live entertainment is permissible, No speakers allowed on porch area.
104 Point	Boat Drinks	Restaurant	9:00 PM	54 54 Cuna Street	2 COP, PFS	<Null>	<Null>	42	<Null>
18 Point	Conch House Marina Resort	Bar	11:00 PM	551 551 Anastasia Blvd	2 COP, PFS	<Null>	<Null>	<Null>	<Null>
47 Point	Casa de Vino 57	Restaurant	9:00 PM	56 56 St George Street	4 COP, Quota, PFS	<Null>	<Null>	1 <Null>	50-149 Seats on DBPR PFS license. Dual beverage & tobacco license, quota license, over the counter
31 Point	Social Lounge (The)	Bar	12:00 AM	57 57 Conares Ave	4 COP, QUOTA, PFS	<Null>	<Null>	4 <Null>	Motel license
136 Point	Cellar 6	Restaurant	2:00 AM	57 57 Treasury Street	2 COP, PFS	<Null>	<Null>	10	1-49 Seats on DBPR PFS license. No electronic or amplified music. No music after 9:00pm. Sunday-Thursday, 10am-9pm. Friday and Saturday, 10am-11pm.
34 Point	St. Augustine Coffee House	Bar	9:30 PM	59 59 Cuna Street	2 COP, N/A	<Null>	<Null>	6	No outside music after 10:00pm. Hours of operation until midnight.
151 Point	Bar Harbor Cheesecake Company	Café	11:11 PM	6 6 Aviles Street	4 COP, QUOTA, PFS	<Null>	<Null>	50	1-49 Seats on DBPR PFS license. PFS under Forgotten Tonic
Castillo Craft Bar and Kitchen									
38 Point	Chianti Room	Restaurant	10:00 PM	6 6 Cordova Street	2 COP	<Null>	<Null>	8	<Null>
43 Point	Collage Restaurant	Restaurant	9:30 PM	6 W Castillo Drive	4 COP, SFS, PFS	<Null>	100 49*	49	The "Chianti Room" must close by 11:00pm.
Chop Shop Artisan Butcher									
36 Point	Cheba Hut St. Augustine	Retail	6:30 PM	600 Anastasia Blvd	2APS	<Null>	<Null>	<Null>	<Null>
12 Point	Barefoot Bill's Island Grill	Restaurant	8:00 PM	604 604 Anastasia Blvd	2 COP, PFS	<Null>	<Null>	<Null>	50-149 Seats on DBPR PFS license.
54 Point	Declaration & Co STA	Bar	6:00 PM	61 61 Treasury Street	2 COP, PFS	<Null>	47	47	<Null>
68 Point	Gifted Cork (The)	Restaurant		63 63 San Marco	2 COP, N/A	<Null>	<Null>	<Null>	<Null>
135 Point	Scarlett's St Auguy & Dos Gatos St Auguy								
79 Point	Hurricane Pathys	Bar	2:00 AM	64 64 Hypollita Street	2 COP, PFS	<Null>	<Null>	6	No live music. Business hours 7:30am to 10:00pm. 1-49 Seats on DBPR license
97 Point	Mi Casa Café	Restaurant	10:00 PM	66 8 70 66-70 Hypollita Street	4 COP, SFS, PFS	<Null>	150 30*	<Null>	150-249 Seats on DBPR PFS license /Dual Beverage & Tobacco License/ PFS only for 70 Hypollita, could not find one for 66 Hypollita
51 Point	Crow Bar	Bar	2:00 AM	69 69 Lewis Blvd	4 COP, SFS, PFS	<Null>	<Null>	3 <Null>	150-249 Seats on DBPR PFS license.
Anastasia Miniature Golf									
10:00 PM	Jimmy Hula's	Restaurant	10:00 PM	701 701 Anastasia Blvd	2 COP, PFS	<Null>	<Null>	<Null>	<Null>
12:00 AM	Owens Oil	Gas Station	12:00 AM	709 709 S Ponce de Leon Blvd	4 COP, SFS, PFS	<Null>	<Null>	<Null>	<Null>
Floridian (The)									
64 Point	Sunday	Restaurant	24 HRS	780 780 S Ponce de Leon Blvd	4 COP, SFS, PFS	<Null>	150	150	150-249 Seats on DBPR PFS license
85 Point	Café Alcazar	Restaurant	3:00 PM	800 800 S Ponce de Leon Blvd	2 COP, N/A	<Null>	<Null>	<Null>	<Null>
129 Point	Reflections Bistro	Restaurant	3:00 PM	73 73 San Marco	2 COP, PFS	<Null>	<Null>	<Null>	1-49 Seats on DBPR PFS license. PFS license for 25 Granada
57 Point	Dog Rose Brewing Company	Bar	1:00 AM	75 75 King Street	2 COP, PFS	<Null>	<Null>	<Null>	1-49 Seats on DBPR PFS license.
90 Point	Le Macaron	Restaurant	2:00 AM	77 77 Bridge Street	2 COP, N/A	<Null>	<Null>	<Null>	<Null>
???									
146 Point	St Augustine Lighthouse & Museum	Restaurant	6:00 PM	8 8 St George Street	2 COP, PFS	<Null>	<Null>	<Null>	non-seating
63 Point	Florida Cracker Café	Restaurant	9:00 PM	81 81 St. George Street	2 COP, PFS	<Null>	75	46	<Null>
76 Point	Gypsy Cab	Restaurant	10:00 PM	828 828 Anastasia Blvd	4 COP, QUOTA, PFS	<Null>	<Null>	<Null>	<Null>
48 Point	The Beacon Listening Room	Bar	11:30 PM	830 830 Anastasia Blvd	4 COP, SFS, PFS	<Null>	<Null>	<Null>	150-249 Seats on DBPR PFS license
160 Point	Tijuana Flats	Restaurant	10:00 PM	833 833 Ponce de Leon Blvd	2 COP, PFS	<Null>	38	<Null>	50-149 Seats on DBPR PFS license.
73 Point	Green Papaya Thai & Sushi	Restaurant	10:30 PM	841 841 S Ponce De Leon Blvd	2 COP, PFS	<Null>	<Null>	<Null>	1-49 Seats on DBPR PFS license.
Creative Juices Natural Cafe									
8:00 PM	A1A Discount Beverages	Liquor Store	2:00 PM	846 846 Anastasia Blvd	2 COP	<Null>	<Null>	<Null>	
9:00 PM	PI Liquor Anastasia	Liquor Store	9:00 PM	855 855 Anastasia Blvd		<Null>	<Null>	<Null>	
900 900 Anastasia Blvd									

20 Point	Borrillos Pizra & Subs	Restaurant	10:00 PM	88 88 San Marco	2COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>	2 <Null>	1.49 Seats on DBPR PFS license
66 Point	Gas Full Service Restaurant	Restaurant	9:00 PM	9 Anastasia Blvd	2COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>	4 <Null>	<Null>
42 Point	LaCocina Bistro and Catering	Bistro	4:00 PM	9 S Dixie Hwy	IP, PFS							
61 Point	Casa Monica	Bar	10:30 PM	95 95 Cordova Street	4 COP, Hotel/Motel	4 COP	Hotel/Motel	<Null>	<Null>	175*	1 Restaurant/Hotel Bar	<Null>
70 Point	Flagler ResorC: Casa Monica, Starbucks, & Costa Brava	Restaurant	10:00 PM	95 95 Cordova Street	4 COP, PFS	4 COP	<Null>	PFS	<Null>	175	1 Restaurant, therefore, no exception needed	Hotel
46 Point	95 Cordova Catering	Restaurant	???	95 95 Cordova Street	13 CT	13 CT	<Null>	<Null>	<Null>	<Null>	1 <Null>	<Null>
142 Point	Columbia Restaurant	Restaurant	10:00 PM	98 98 St. George Street	4 COP, SF\$, PFS	4 COP	SFS	PFS	<Null>	550	1 Restaurant, therefore, no exception needed	Dual Beverage & Tobacco License
	St Augustine Alligator Farm	Restaurant	6:00 PM	999 999 Anastasia Blvd	2COP, PFS	2 COP	<Null>	PFS	<Null>	<Null>	4 <Null>	non seating
	Walgreens	Retail	11:00 PM	N Ponce								
	Comfort Suites	Hotel		3150								
	PJ Liquors	Liquor Store		3501								
	Bovine			88-90	3501 N Ponce De Leon Blvd, Unit K	2 COP						
	Beamish Tackle	Retail	5:30 PM	76	88 - 90 Charlotte Street	1AP\$, 2AP\$						
	Tobacco and Beverage Express	Convenience	10:00 PM	70	76 Dockside							
	Cool and Collected	Antiques	5:30 PM	67	70 Masters Drive	2AP\$						
	Spinster Abbotts	Bar	6:00 PM	61	San Marco Ave	2COP						
	Treylor Park	Restaurant	???	61	San Marco	IP						
	The Tipsy Duck Parlor	Bar	9:30 PM	58	Spanish							
	The Drunken Horse	Restaurant	10:00 PM	56	58 Hypollita Street	2COP						
	T Store	Convenience	11:00 PM	52	56 Charlotte Street	2COP, PFS						
					52 San Marco Ave	2 COP						

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: May 29, 2025

RE: **Ordinance 2025-09 -- Amending an existing Planned Unit Development (PUD)
at 36 Granada Street and 8 De Soto Place – Introduction and First Reading**

The 36 Granada Planned Unit Development (PUD) is a .75-acre parcel located at 36 Granada Street and 8 De Soto Place. This property at 36 Granada Street is the former Corazon Theater and was rezoned to a PUD in 2021 and amended in 2022 and 2024.

On Tuesday, May 6, 2025, the Planning and Zoning Board (PZB) reviewed an amended PUD and recommended a proposed change to the City Commission. The only proposed change includes revised elevations and text to eliminate the previously required mural. The applicant also requested a revision of the parking requirement language, but the PZB did not recommend this change to the PUD. There are no proposed changes to the list of uses allowed by the PUD.

Attached please find Ordinance 2025-09 with accompanying legal descriptions and the 36 Granada Street PUD narrative, as well as the site development plan.

Please place Ordinance 2025-09 on the City Commission agenda for Introduction and First Reading. Also attached is the Business Impact Statement as required for this ordinance. This ordinance is specifically exempt because it was initiated by the property owner.

Thank you for your attention to this matter. If you have any questions, please call me at (904) 209-4320 or email at askinner@citystaug.com.



Amy McClure Skinner, AICP
Director
Planning and Building Department



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. 2025-09

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE ZONING FOR APPROXIMATELY .75 ACRES OF PROPERTY LOCATED AT 36 GRANADA STREET (PID# 203240-0000) AND 8 DE SOTO PLACE (PID# 203230-0000), AS MORE PARTICULARLY DESCRIBED HEREINAFTER, TO AMEND ITS CURRENT PLANNED UNIT DEVELOPMENT (PUD) CLASSIFICATION ADOPTING A NEW 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. 2025-09

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE ZONING FOR APPROXIMATELY .75 ACRES OF PROPERTY LOCATED AT 36 GRANADA STREET (PID# 203240-0000) AND 8 DE SOTO PLACE (PID# 203230-0000), AS MORE PARTICULARLY DESCRIBED HEREINAFTER, TO AMEND ITS CURRENT PLANNED UNIT DEVELOPMENT (PUD) CLASSIFICATION ADOPTING A NEW 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 parcels of property containing approximately .75 acres located at 36 Granada Street (PID# 203240-0000) and 8 De Soto Place (PID# 203230-0000), in the City of St. Augustine, being more fully described herein, should amend the zoning classifications;

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 .75 acres located at 36 Granada Street (PID# 203240-0000) and 8 De Soto Place (PID# 203230-0000), in the City of St. Augustine, is hereby amended from the existing Planned Unit Development (PUD) classification to a new as amended Planned Unit Development (PUD), as more fully described in the attached legal description, Exhibit "A", and revised PUD documents attached as Exhibit "B",

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 zoning classification assigned to the above-described lands.

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"

Parcel 1

LEGAL DESCRIPTION

BEGIN AT A POINT ON THE NORTH LINE OF DESOTA PLACE, 135 FEET WEST OF THE WEST LINE OF GRANADA STREET, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF PROPERTY NOW OF PARRISH; THENCE WEST ALONG THE NORTH LINE OF DESOTA PLACE, 160 FEET TO THE SOUTHEAST CORNER OF PROPERTY OF A.H. RAMOS; RUN THENCE NORTHERLY ALONG RAMOS' EAST LINE 123.66 FEET TO A FENCE LINE; RUN THENCE EASTERLY ALONG SAID FENCE LINE 149.60 FEET TO LAND OF DOYLE; RUN THENCE SOUTHERLY ALONG THE WEST LINE OF DOYLE AND PARRISH, 124.7 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY OF VASA E. STOLBRAND, DATED FEBRUARY 3, 1956, BEING A PORTION OF BLOCK 46J, CITY OF ST. AUGUSTINE.

LESS AND EXCEPT PROPERTY DESCRIBED IN DEED BOOK 245, PAGE 76.

SAID PROPERTY ALSO DESCRIBED IN A SURVEY BY ELWOOD L. RENN, R.L.S. 3647 DATED JULY 18, 2007 AS FOLLOWS:

BEING ALL OF LOT 7 AND A PORTION OF LOT 8 BLOCK 46-J, CITY OF ST. AUGUSTINE, FLORIDA RECORDED IN THE OFFICIAL RECORDS IN THE CLERK OF THE CIRCUIT COURT OFFICE OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE NORTH LINE OF DESOTA PLACE, 142.00 FEET WEST OF THE WEST LINE OF GRANADA STREET, SAID POINT BEING THE SOUTHEAST CORNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND AND THE POINT OF BEGINNING; THENCE RUN NORTH 88 DEGREES 50 MINUTES 45 SECONDS WEST 143.00 FEET TO THE SOUTHWEST CORNER OF DESCRIBED PARCEL; THENCE RUN NORTH 00 DEGREES 23 MINUTES 20 SECONDS EAST 127.27 FEET, TO THE NORTHWEST CORNER OF DESCRIBED PARCEL; THENCE SOUTH 87 DEGREES 50 MINUTES 54 SECONDS EAST 142.50 FEET TO THE NORTHEAST CORNER OF DESCRIBED PARCEL; THENCE SOUTH 00 DEGREES 07 MINUTES 40 SECONDS WEST 124.80 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

Parcel 2

The land referred to herein below is situated in the County of St. Johns, State of FL, and described as follows:

BEGINNING AT A POINT ON THE NORTH LINE OF DESOTO PLACE, 135 FEET WEST OF THE WEST LINE OF GRANADA STREET, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF PROPERTY OF PARRISH; RUN THENCE WEST ALONG THE NORTH LINE OF DESOTO PLACE 7 FEET TO A POINT, RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200 AND AT ALL TIMES 7 FEET WEST THEREOF, A DISTANCE OF 124.7 FEET MORE OR LESS TO A FENCE, WHICH FENCE IS THE NORTH LINE OF PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200; RUN THENCE EAST ALONG SAID FENCE LINE 7 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200; RUN THENCE SOUTH AND ALONG EAST LINE OF SAID PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200, 124.7 FEET TO POINT OF BEGINNING; SAID PROPERTY BEING A PORTION OF BLOCK 46-1, CITY OF ST. AUGUSTINE, FLORIDA.

Together With

BEGINNING AT THE NORTH CORNER OF GRANADA STREET AND PLAZA DE SOTO PLACE, IN THE CITY OF ST. AUGUSTINE, RUNNING THENCE NORTHERLY ON THE WEST LINE OF GRANADA STREET, 123 FEET, MORE OR LESS, TO LAND OF FULLER; THENCE WESTERLY ON FULLER'S SOUTH LINE 127 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF THIS TRACT, KNOWN AS THE "BRANARD TRACT", 123 FEET MORE OR LESS, TO THE NORTH LINE OF PLAZA DE SOTO PLACE; THENCE EASTERLY ON THE NORTH LINE OF PLAZA DE SOTO PLACE 133 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: A STRIP OF LAND BEGINNING 113 FEET NORTH FROM THE SOUTHEAST CORNER OF BUILDING OF BARTOLO GENOVA ON WEST SIDE OF GRANADA STREET, SAID BUILDING BEING LOCATED ON NORTHWEST CORNER OF GRANADA STREET AND DESOTO PLACE, THENCE WEST 127 FEET.

36 Granada Planned Unit Development

City of St. Augustine, Florida

REVISED AUGUST, 2022

Revised June 2025

Team Roster

Owner/Applicants:

36 Granada, LLC
77 Almeria St.
St. Augustine, FL 32084

Architect:

Cronk Duch Architects
124 Diego Island Ct.
St. Augustine, FL 32095
(904) 626-3452

Legal/Authorized Agent for Owners:

Gary B Davenport, P.A.
212 S. Shadowwood Dr.
St. Augustine, Florida 32086
(904) 669-3186

Exhibit List:

Exhibit "A" – Legal Description of the Property
Exhibit "B" - Site Plan and Landscape Plan

36 GRANADA PLANNED UNIT DEVELOPMENT MODIFICATION TEXT

A. Purpose and Intent

The reason for this Modification is to attenuate as much as possible, the excessive flooding that occurs in St. Augustine, and in particular, along Granada Street. To accomplish this, the existing building will be renovated and the interior floor raised approximately 30". The renovation will be extensive and will result in a much more resilient building able to withstand the high tide rain events and flooding that would otherwise close the operation of said building, and cause continued construction along Granada and interruptions to the surrounding neighborhoods. The uses and parking requirements will not change.

Pursuant to Section 28-286 of the City of St. Augustine Code (the "**Code**"), the purpose of a planned unity development ("**PUD**") zoning district is to provide an option and process for the provision of unique, individually planned developments that are consistent with the City's Comprehensive Plan and the categories outlined in the Comprehensive Plan, but may allow for more creative, flexible and innovative designs for projects than the regular zoning districts allow. The intent of a PUD is to permit this flexibility from the strict application of traditional zoning district regulations by identifying by identifying each waiver, variance or exception to such regulation and providing an alternative development condition for that specific PUD.

This 36 Granada PUD text includes site-specific regulations to address the development of the Property. The PUD, including all exhibits hereto, complies with all applicable provisions of City Code Chapter 28.

B. Site Information.

1. Location

The property subject to this PUD ordinance is located at 36 Granada Street. The property has St. Johns County Parcel Identification No. 203240-0000 Parcel I and 203230-000 Parcel 2 (together the "**Property**"). A legal description of the Property is attached as **Exhibit "A"**. The Property includes approximately .75 acres: .34 acres for Parcel 1 and .41 acres for Parcel 2, owned by 36 Granada, LLC (**36 Granada LLC**).

2. Owners and Agent

The owner of the Property is 36 Granada, LLC ("**Owner**"). The agent for the Owner is Gary B. Davenport, P.A. (the "**Agent**"). Addresses for the Owner and Agent are in the Team Roaster on Page 2.

3. History, Existing Approvals

The Future Land Use Map (“FLUM”) designation of the Property is Commercial Low Intensity for Parcel 1 and Residential Medium for Parcel 2. The Property is zoned PUD. The existing building has been in place in some form since at least 1880 and has had many uses including a theater, restaurant, bar and feed store. The remaining land is currently intended for parking.

4. Summary of Proposed PUD Modification

The Owners are proposing to modify the current PUD for resiliency and flood protection. The interior floor has been raised approximately 30”. Openings on the De Soto side of the building have been modified. All opening on the Granada side of the building have been closed, and the new entrances to the building will be accessed on the north side from an elevated deck. The Granada Street elevations have been modified to maintain the feel and patterns of other City buildings, and to create building resiliency. Three awnings have been added to the Granada side of the building. The three awnings previously planned for the De Soto side have been eliminated. Because the sidewalk along Granada is so narrow, the palm tree planters previously planned have been eliminated to make walking easier. Upon Modification the Property will include a maximum of 7400 square feet of retail/commercial space including all uses allowed within CL1 zoning category in addition to allowing all alcoholic beverages to be served on-site, limited to a SRX liquor license. A standalone bar shall not be permitted. Liquor sales for onsite consumption shall only be permitted in conjunction with a restaurant. Permitted uses including available seating in restaurants will be limited by the available parking onsite in compliance with the City Parking Code. Amplified music shall not be permitted. Individual restaurant owners shall be responsible to organizing rideshare programs for their employees to reduce the impact of employee parking on the adjacent neighborhoods. Management of the business or businesses within the PUD shall provide employee incentives to encourage non-vehicular commuting by employees to the site, or rideshare options for the employees This plan for alternative methods of commuting to the site shall be memorialized by each business within the PUD. This plan must be provided to the City upon request for purposes of code enforcement. A bike rack will also be provided for securing employee and patrons’ bicycles. Large group rentals of restaurants, such as weddings, shall not be permitted. Tattoo shops shall not be permitted.

The balance of the site will be limited to parking.

The net change in requesting this Modification will be a much more resilient and flood protected structure, while still maintaining the architectural integrity of the building. The uses allowed and the parking requirements will not change.

A master development plan depicting the locations of the proposed land uses is attached as **Exhibit “B”** (the “**Master Development Plan**”). City staff shall be permitted to approve minor deviations from the Master Development Plan.

The Property includes approximately .75 acres of uplands. There are no wetlands on the Property.

C. Proposed Development (Code Section 28-289 provisions in Bold)

1. 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.

As set forth in Section B.3 above, the Property has FLUM designation of Commercial Low Density.

City Comprehensive Plan Future Land Use Element (“FLUE”) states that Commercial Low Intensity (LC1) is intended to apply to those areas where small groups of low intensity commercial uses may be appropriately located to serve within convenient traveling distance from one (1) or several neighborhoods. The district is intended for low traffic generating commercial uses including general retail sales, and service-related uses intended to serve local neighborhoods. In addition, professional and business offices, compatible tourist accommodations and similar uses are encouraged. Appropriate uses may include recreation, public and institutional uses, Open Land (Conservation), multi-family, and residential or non-residential mixed uses.

Future land Use Element Objective 4 encourages the use of innovative and sustainable land development practices that maximize the use of existing services and facilities, such as planned unit developments. The 36 Granada project is a single use redevelopment PUD and will connect to existing utilities and other infrastructure, which have capacity to serve the Property. The Property is located on the corner of Granada Street and Desoto Place which are public roads. The project will provide ample parking.

The Transportation Element Goal emphasizes the maintenance of a coordinated multimodal transportation system which provides for the safe, efficient and economical movement of people, goods and services and protects the City’s natural, cultural and historical resources. The project is located in downtown St. Augustine, within walking distance of most destinations. Many customers will either be staying in local hotels or living or working in the local area. Many of these visitors will either walk or bike to the Property. Ample parking will also be available to the Property.

Transportation Element Objective 1.5 requires the City to identify and pursue strategies to reduce the vehicle miles traveled by establishing locations for compact, mixed-use development,

increasing opportunities for job creation proximate to higher density residential, facilitating future opportunities for transit-oriented development and encouraging new developments to be connected by roadway, bikeways and pedestrian systems that encourage travel between neighborhoods and access to transit without requiring use of the major thoroughfare system. The 36 Granada PUD meets most of these objectives by providing redevelopment of an existing building, central to downtown and creating jobs within the area where people live and work. The Property is connected to downtown St. Augustine and Lincolnville by roadways, bikeways and pedestrian systems. The Property is already on trolley and other transit routes.

Recreation and Open Space Element Policy 4.1 requires certain residential developments to provide parks and recreational facilities, based on the number of proposed units. For development of 100 or more units, this parkland or open space must provide at least one (1) active recreational facility and one (1) passive recreational facility per 100 units. The 36 Granada PUD does not include residential development.

The Conservation and Coastal Management Element Goal is to protect and conserve natural areas, environmentally sensitive areas, natural vegetative communities, wildlife habitats, marine resources, federal and state listed species, and other renewable and non-renewable natural resources. The Property does not contain any environmentally sensitive lands, vegetative communities or wildlife habitats.

Conservation and Coastal Management Policy 2.1.1 requires the City to maintain three (3) Conservation Overlay Zones (“COZs”). Conservation Overlay Zone 1 allows passive recreation, wildlife preservation and conservation areas, green space, and fishing piers, boat docks, and other water dependent uses, including boat ramps and marinas. Conservation Overlay Zone 2 allows for all of the uses within Zone 1, as well as specialized, scenic or linear parks and boardwalks, off-street parking areas; and residential development, provided that they are (1) located so as to minimize impacts to Conservation Overlay Zone 1 vistas and scenic areas, and (2) densities are limited to those defined by the underlying Future Land Use Category. Conservation Overlay Zone 3 allows a variety of land uses and development subject to performance standard requirements governed by the City’s Comprehensive Plan, including the underlying Future Land Use Category, and the City’s land development regulations. The 36 Granada project is not subject to the Conservation Overlay zones.

The Infrastructure Element requires the provision of sanitary sewer, potable water and solid waste services to support intended development. The 36 Granada project is already connected to the City’s existing sanitary sewer and potable water systems, and any modification to such connections will be at the expense of the Owners (in compliance with Capital Improvement Objectives 4 and 5), and the Owners will make improvements to the extent required solely for the project. The project will use water-wise Florida native landscaping and materials, minimizing irrigation and fertilizer. Native landscape species shall be verified by City staff. The project will also utilize City solid waste services. The Stormwater Management Sub-Element requires developments to provide their own stormwater management systems. As an existing facility the

project is exempt from this provision.

Capital Improvement Element Objective 6 and Public School Facilities Element Goal 2 require the City to ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standards for public schools. This is not applicable to this project as there is no residential element.

2. 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.

Not applicable.

3. 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.

The Owners desire to modify the PUD in order to provide a more resilient and flood protected building in light of the significant redevelopment the building will undergo.

The following development standards shall apply to the Property:
Allowable uses: Allowable uses within the Property shall be a maximum of 7,400 square feet of any of the uses permitted in CL1, with the addition of all alcohol sales (limited to service and consumption on premises in conjunction with a restaurant and a SRX liquor license). A standalone bar, tattoo shop and amplified music are not permitted. The locations of the proposed uses are depicted on the Master Development Plan,

Exhibit "B" Parking shall comply with City Parking Code provisions.

- a. Setbacks: The minimum building setbacks are as follows:
 - 1. A minimum of zero (0) feet from each property line along Granada Street and Desoto Place. (existing setback)
 - 2. The north side and rear (west) setbacks shall be ten (10) feet from the building to the adjacent property line. The parking in the rear of the building shall not require a setback or landscaping buffer as it is adjacent to the main parking.
- b. Maximum building height: Buildings shall not exceed 35 feet in height.
- c. Minimum lot size: None
- d. Maximum lot width: None
- e. Maximum lot coverage: 75 percent for the Parcel 1 Property. (existing)

- f. Parking: Parking will be provided onsite and will meet the requirements of the City's 2020 Land Development Regulations.

Parking among the various uses within the PUD will be shared. Parking is shown on the attached conceptual site plan. Primary access to parking shall be off Granada. The area labeled patio on the north side of the building may be converted to parking if required for final restaurant seating.

Parking will be provided in the existing surface lots on the Property. Uses in the project include coffee shop, bakery, and restaurants. Those uses have parking requirements that vary depending on time of day and day of week.

Signage: Project signage will be categorized as Commercial Zone 1, the requirements for which are set forth in Section 3-66(c) of the Code. Notwithstanding, ~~the Owner shall paint the historic sign shown on the attached elevations on the south side of the building, the mural which was shown on the DeSoto Street side of the original PUD elevations shall be removed. A plaque with similar exterior historic references to past uses which meets the original intent of the mural shall be created and placed on the site,~~ which shall not be counted against the maximum number of square feet of signage permitted under the Code, because it is for historical and decorative purposes and does not advertise any business located in the building. The size, location and scope of this historic sign ~~is shown on the attached elevations~~ shall be approved to meet the intent of the PZB recommendation.

- g. Roads: No internal roads are being provided in the PUD.
- h. Sidewalks: No internal sidewalks are being provided in the PUD.
- i. Stormwater: Parcel 1 of the project is exempt from stormwater requirements as an existing facility with no additional impervious surfaces proposed. Parcel 2 will comply with City Code regarding stormwater requirements.
- j. Lighting: Project lighting shall comply with applicable Code provisions.
- k. Accessory Uses: Project accessory uses shall comply with applicable Code provisions.
- l. Temporary Uses. Project temporary uses shall comply with applicable Code provisions. Temporary offices and construction trailers shall be allowed on Property during construction of any building and may be moved throughout the site if necessary but shall be removed within 30 days of issuance of a final Certificate of Occupancy by the City for the final building within the Property. Parking may be provided for the temporary offices and trailers in a temporary defined, but unpaved, area which meets applicable Code provision.

- m. Utilities: Project will utilize existing utility connections to the extent permitted.
- n. Landscaping: A landscape plan is attached as a party of **Exhibit “B”**.
- o. Tree Mitigation: Project tree removal and replacement will comply with applicable provisions of Code Chapter 25, Article III.
- p. Conservation Overlay Zone Development: None of the Property is within the Conservation Overlay Zone.

4. Compliance with the purpose and intent and criteria in Code Section 28-286

The 36 Granada PUD complies with Code Section 28-286 by:

- a. Promoting more efficient and economic use of land by offering redevelopment of an infill site with an existing building that is progressively deteriorating;
- b. Encouraging a more compatible and harmonious development of contiguous lands by creating uses that will enhance the sense of community;
- c. Providing flexibility to meet changing needs, technologies, economics and consumer preferences in the Master Development Plan and this text;
- d. Providing a process to assess a development’s impact on the proposed site, the surrounding neighborhoods or areas, and the city as a whole;
- e. Demonstrating the coordinating of architectural styles, building forms, and building relationships within a planned development, as well as, the planned development’s relationship with the existing and preferred architectural context surrounding the project;
- f. Providing an environment of consistent character compatible with the surrounding areas; and
- g. Permitting 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.

5. Compliance with Code Section 28-288 and justification for any zoning uses.

As stated in Section C. hereof, the allowable uses within the Property shall be a maximum of 7,400 square feet of retail/commercial space including all uses allowed with CL1 zoning category in addition to allowing all alcoholic beverages to be served on-site and a current maximum 204 seats (250 seat limit with appropriate additional parking, see section 7.g) for all restaurants on the Property (combined). A master development plan depicting the locations of the proposed land uses is attached as **Exhibit "B", Master Development Plan**. The proposed uses are permitted in the FLUM designation for the Property.

Development standards for the Property are set forth in Section C.3 hereof. These standards will mitigate for any negative impacts of the development on surrounding lands.

Benefits to the community from the 36 Granada project include:

- a. Improvements to the streetscape of Granada Street and DeSoto Place, and more attractive elevations on the north and west side of the building, while providing on site parking for patrons. See **Exhibit "B"** for a proposed plan for the improvement.
- b. Providing a redevelopment infill project of a deteriorating facility,
- c. Planting of Florida native landscaping and materials that minimize irrigation and fertilizer,
- d. Implementation of incentive based ride share program for employees to minimize auto traffic through adjoining neighborhoods,
- e. Use of pervious pavers for new parking areas,
- f. Eliminating one existing curb cut for better neighborhood walkability and installation of bicycle racks to encourage non car transportation,
- g. Utilizing existing infrastructure, at no cost to the City,
- h. Increasing the number of jobs available to City residents, thus allowing them to work locally, even within walking and biking distance from their homes.

6. 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.

The 36 Granada project will be developed in one (1), three-year phase. Construction shall commence within one (1) year of the City Commission's adoption of this PUD Modification ordinance and shall be completed within two (2) consecutive years of commencement. For purposes of this PUD, "commencement" shall be defined as the City's approval of building permits, and "completion" shall be defined as the City's approval of a certificate of occupancy.

7. 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.

The Owners will record one or more access and utility easement and maintenance agreements against title to their respective lands to ensure for the continuing operation and maintenance of project infrastructure.

8. A termination date after which the PZB shall be required to evaluate whether all or part of the PUD has been abandoned by failure to timely commence and complete development of all or part of the phases of the PUD is identified pursuant to subsection (6) or other circumstances have contributed to the development delay, if so, one (1) year extension(s) may be granted by the PZB at an advertised public hearing, after two (2) such extensions if no activity has been initiated the city commission shall deem the PUD abandoned which shall act as a reversion of the zoning to its pre-PUD zoning district for the areas not in compliance with the phasing schedule.

If not timely commenced and completed pursuant to Section above, this PUD shall terminate 3 years from its adoption by the City Commission unless otherwise extended or amended pursuant to the Code or Florida law.

9. 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.

The proposed PUD is consistent with the underlying future land use designation of the Property.

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

The proposed PUD will not significantly impact public facilities. By redevelopment of an existing building the proposed uses will maintain existing connections to city infrastructure and will not affect circulation patterns or transportation networks. Therefore, an impact analysis is not required for this project.

11. 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 hearing 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.

See Section F hereof.

D. Performance Standards (Code Section 28-291).

The Performance Standards of Code Section 28-291 only apply to residential and mixed use developments. The 36 Granada PUD does not include residential development.

E. Performance Standards (Code Section 28-292).

Standards and criteria for redevelopment and infill PUD developments.

1. General development patterns. The proposed PUD will maintain the existing building while enhancing the streetscape and architectural appeal of the building. In doing so it shall respect the existing development patterns and provide for compatibility within the existing area. The architectural and landscape enhancements will contribute significantly to the area and increase the value of the surrounding area.
2. Contributions to existing community. The proposed PUD will demonstrate consideration for the existing neighborhoods and street patterns by not changing or impacting either. The building shall remain substantially as it has for over 100 years, but with aesthetic and architectural improvements. Parking, via a driveway off of Granada Street will be provided on the north side of the building to limit impact on pedestrian access and remain consistent with other commercial uses along Granada Street. The PUD will be consistent with the character and history of this area. The uses proposed will be designed to create a unique sense of place with appropriate design, massing, screening and architectural techniques as demonstrated on the attached renderings.
3. Redevelopment and infill projects. The existing building, while old, is structurally sound and does not warrant demolition. Significant exterior improvements will be made, primarily for aesthetic purposes. Further, significant interior improvements will be made to maximize use and aesthetic value and to bring the existing facility up to current code and health standards. Detailed drawings of the existing and new streetscape are attached. By placing the parking in the rear off of Granada Street, impacts to the pedestrian nature

of Granada Street will be minimized. The site is already cleared, and tree removal is not required.

F. Ownership Agreement

The Owners, on behalf of themselves and their successors and assigns, hereby agree and stipulate to proceed with the proposed development in accordance with the PUD ordinance for this application as adopted by the City of St. Augustine City Commission. The Owners also agree to comply with all conditions and safeguards established by the City of St. Augustine City Commission with respect to this Planned Unit Development application.

36 Granada LLC,
a Florida limited liability company

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

Exhibit "A"

Legal Description of the Property

EXHIBIT "A"

Parcel 1

LEGAL DESCRIPTION

BEGIN AT A POINT ON THE NORTH LINE OF DESOTA PLACE, 135 FEET WEST OF THE WEST LINE OF GRANADA STREET, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF PROPERTY NOW OF PARRISH; THENCE WEST ALONG THE NORTH LINE OF DESOTA PLACE, 160 FEET TO THE SOUTHEAST CORNER OF PROPERTY OF A.H. RAMOS; RUN THENCE NORTHERLY ALONG RAMOS' EAST LINE 125.65 FEET TO A FENCE LINE; RUN THENCE EASTERLY ALONG SAID FENCE LINE 149.50 FEET TO LAND OF DOYLE; RUN THENCE SOUTHERLY ALONG THE WEST LINE OF DOYLE AND PARRISH, 124.7 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY OF VASA E. STOLBRAND, DATED FEBRUARY 3, 1856, BEING A PORTION OF BLOCK 46J, CITY OF ST. AUGUSTINE.

LESS AND EXCEPT PROPERTY DESCRIBED IN DEED BOOK 245, PAGE 76.

SAID PROPERTY ALSO DESCRIBED IN A SURVEY BY ELWOOD L. RENN, R.L.S. 3647 DATED JULY 18, 2007 AS FOLLOWS:

BEING ALL OF LOT 7 AND A PORTION OF LOT 8 BLOCK 46-J, CITY OF ST. AUGUSTINE, FLORIDA RECORDED IN THE OFFICIAL RECORDS IN THE CLERK OF THE CIRCUIT COURT OFFICE OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE NORTH LINE OF DESOTA PLACE, 142.00 FEET WEST OF THE WEST LINE OF GRANADA STREET, SAID POINT BEING THE SOUTHEAST CORNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND AND THE POINT OF BEGINNING; THENCE RUN NORTH 88 DEGREES 50 MINUTES 45 SECONDS WEST 143.00 FEET TO THE SOUTHWEST CORNER OF DESCRIBED PARCEL; THENCE RUN NORTH 00 DEGREES 23 MINUTES 20 SECONDS EAST 127.27 FEET, TO THE NORTHWEST CORNER OF DESCRIBED PARCEL; THENCE SOUTH 87 DEGREES 50 MINUTES 54 SECONDS EAST 142.50 FEET TO THE NORTHEAST CORNER OF DESCRIBED PARCEL; THENCE SOUTH 00 DEGREES 07 MINUTES 40 SECONDS WEST 124.80 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

Parcel 2

The land referred to herein below is situated in the County of St. Johns, State of FL, and described as follows:

BEGINNING AT A POINT ON THE NORTH LINE OF DESOTO PLACE, 135 FEET WEST OF THE WEST LINE OF GRANADA STREET, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF PROPERTY OF PARRISH; RUN THENCE WEST ALONG THE NORTH LINE OF DESOTO PLACE 7 FEET TO A POINT, RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200 AND AT ALL TIMES 7 FEET WEST THEREOF, A DISTANCE OF 124.7 FEET MORE OR LESS TO A FENCE, WHICH FENCE IS THE NORTH LINE OF PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200; RUN THENCE EAST ALONG SAID FENCE LINE 7 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200; RUN THENCE SOUTH AND ALONG EAST LINE OF SAID PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200, 124.7 FEET TO POINT OF BEGINNING; SAID PROPERTY BEING A PORTION OF BLOCK 46-J, CITY OF ST. AUGUSTINE, FLORIDA.

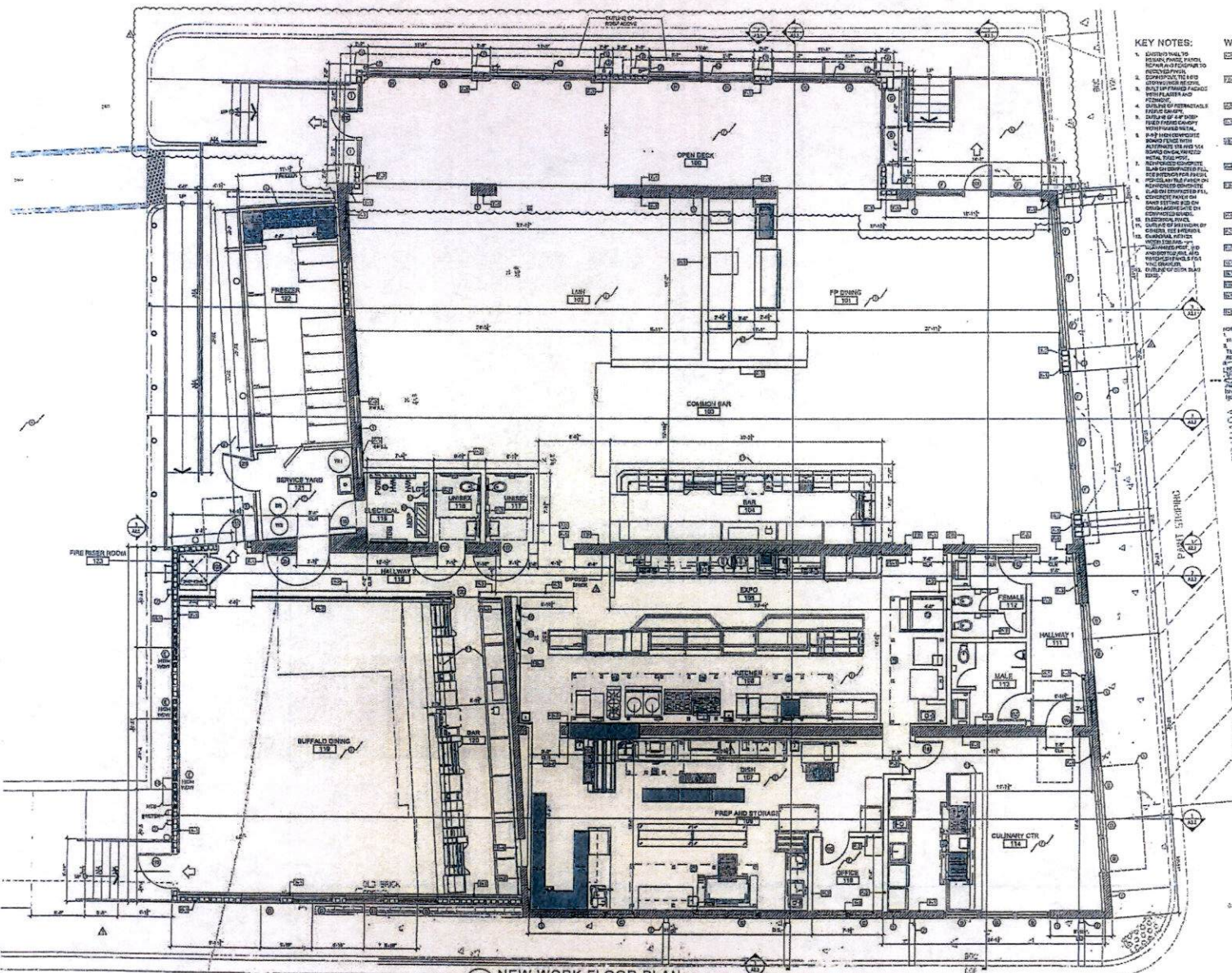
Together with

BEGINNING AT THE NORTH CORNER OF GRANADA STREET AND PLAZA DE SOTO PLACE, IN THE CITY OF ST. AUGUSTINE, RUNNING THENCE NORTHERLY ON THE WEST LINE OF GRANADA STREET, 123 FEET, MORE OR LESS, TO LAND OF FULLER; THENCE WESTERLY ON FULLER'S SOUTH LINE 127 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF THIS TRACT, KNOWN AS THE "BRADYARD TRACT", 123 FEET MORE OR LESS, TO THE NORTH LINE OF PLAZA DE SOTO PLACE; THENCE EASTERLY ON THE NORTH LINE OF PLAZA DE SOTO PLACE 133 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: A STRIP OF LAND BEGINNING 113 FEET NORTH FROM THE SOUTHEAST CORNER OF BUILDING OF BARTOLO GENOVAR ON WEST SIDE OF GRANADA STREET, SAID BUILDING BEING LOCATED ON NORTHWEST CORNER OF GRANADA STREET AND DESOTO PLACE, THENCE WEST 127 FEET.

Exhibit B

Elevations and Site Plan

DO NOT MEASURE DRAWINGS
NOTHING ARCHITECT OF ANY AND ALL DISCREPANCIES
FROM TO CONSTRUCTION, SEE GENERAL NOTES



- KEY NOTES:**

- [illegible]

WALL TYPES:

- [illegible]

CRONK DUCH
ARCHITECTURE

3514 San Mateo Highway, Suite 101, Redwood City, Florida 33779
 Phone 813-752-5100 Fax 813-752-5110

[illegible]

NAME, FIRST, MIDDLE, LAST	
GRADE	SEE EXAMINING
NAME, SCHOOL, CITY	
STATE	
EXPIR. EXPIRATION DATE	
PROFESSOR'S SIGNATURE	
STUDENT'S SIGNATURE	
PROFESSOR'S PRINTING	

**FRENCH PANTRY
LITTLE MISS HA
ST. AUGUSTINE**

RENOVATION / ADDITION

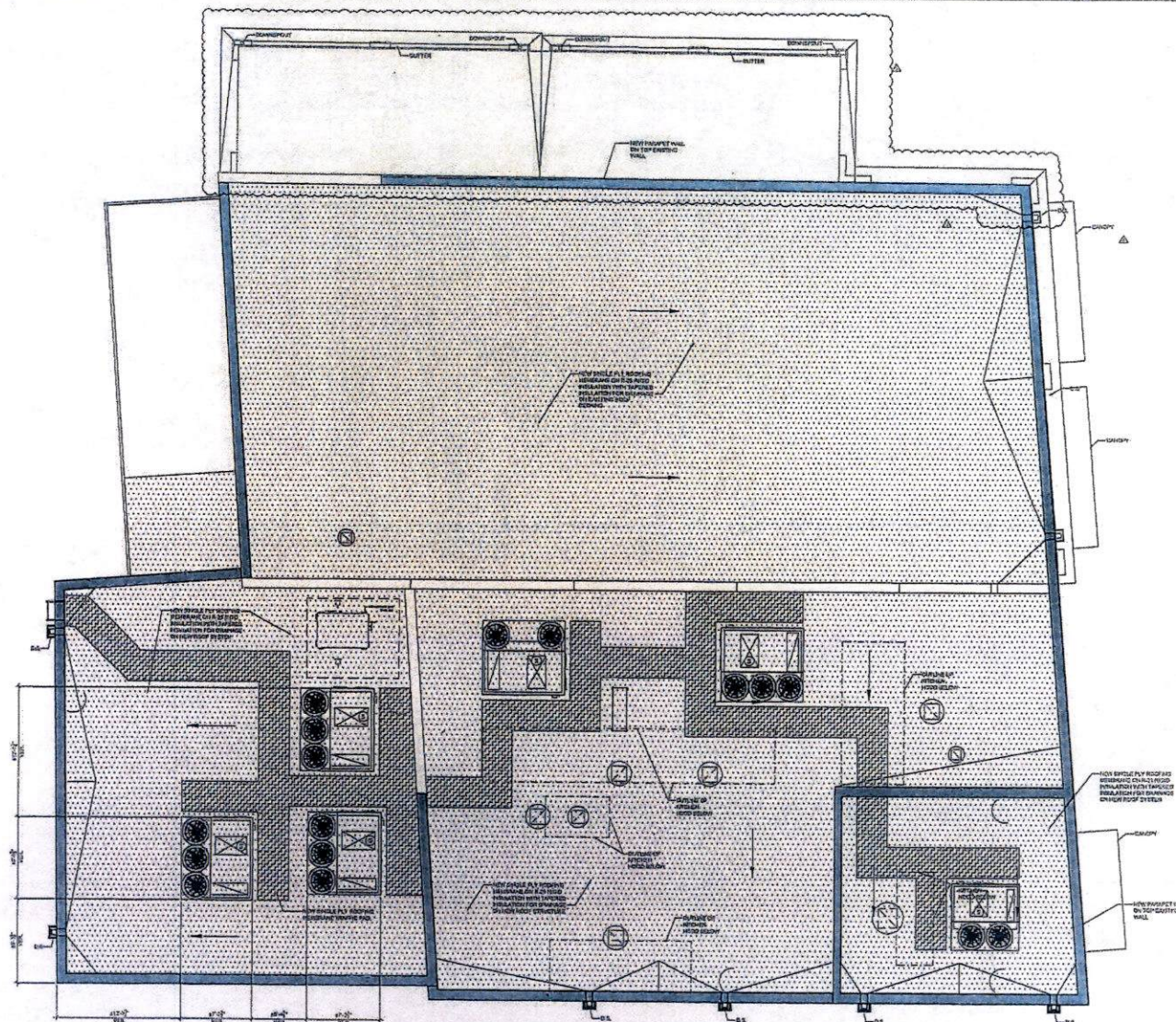
**36 GRASSIADA ST.
ST. AUGUSTINE
FLORIDA 32084**

**NEW WORK
FLOOR PLAN**

1 NEW WORK FLOOR PLAN

SCALE: 1/4" = 1'-0"

Progress Value Engineering #2 11.29.23



1 NEW WORK ROOF PLAN
SCALE: 1/4" = 1'-0"

DO NOT MEASURE DRAWINGS
EXACTLY REPRODUCE BY ANY MEANS ALL INFORMATION
FROM THIS DOCUMENTATION AND EXISTING RECORDS

CRONK DUCH
ARCHITECTURE

1000 S. GULF BLVD. SUITE 100
ST. AUGUSTINE, FL 32080
904.826.1234
WWW.CRONDUCH.COM

NO.	DATE	DESCRIPTION
1	8/15/2018	ISSUED FOR PERMIT
2	8/15/2018	ISSUED FOR PERMIT
3	8/15/2018	ISSUED FOR PERMIT
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18	8/15/2018	ISSUED FOR PERMIT
19	8/15/2018	ISSUED FOR PERMIT
20	8/15/2018	ISSUED FOR PERMIT



DATE: 8/15/2018

FIGURE: 1/1

CHECKED BY: J.S. CRONK

DATE: 8/15/2018

PROJECT: FRENCH PANTRY

LOCATION: LITTLE MISS HA

ST. AUGUSTINE

RENOVATION / ADDITION

35 GULF BLVD. ST.

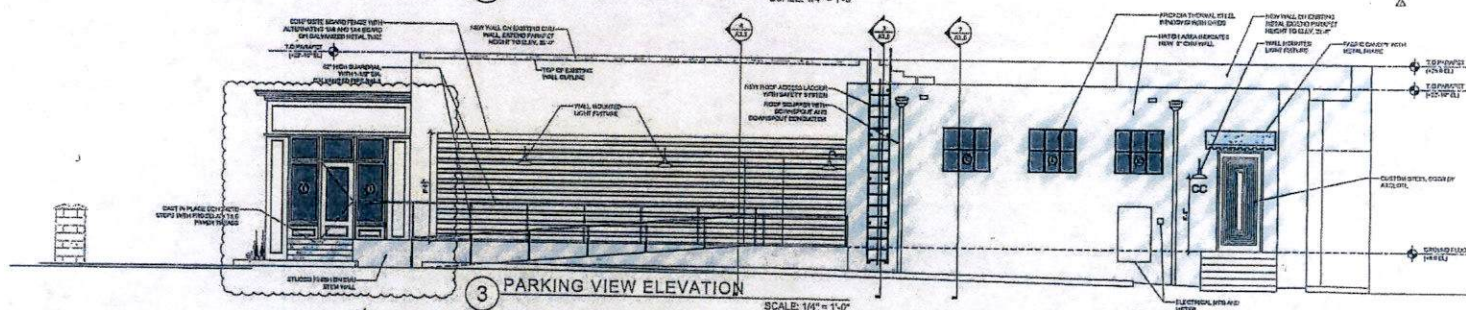
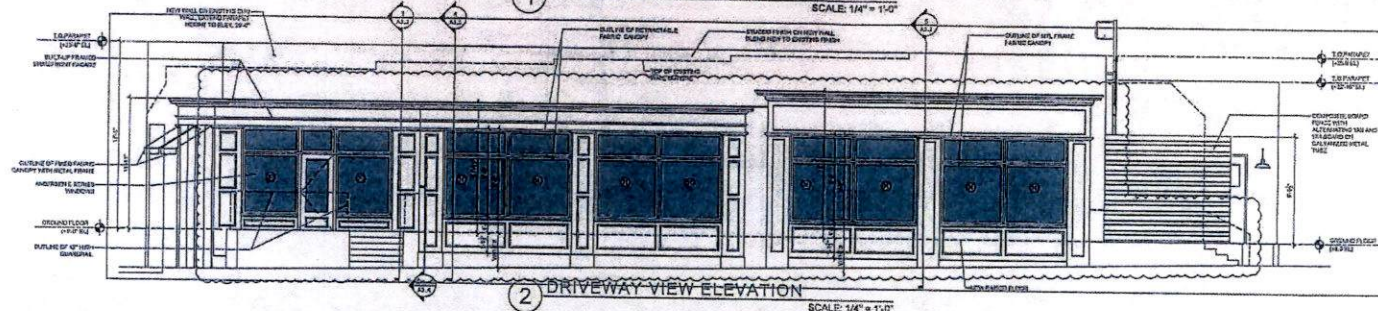
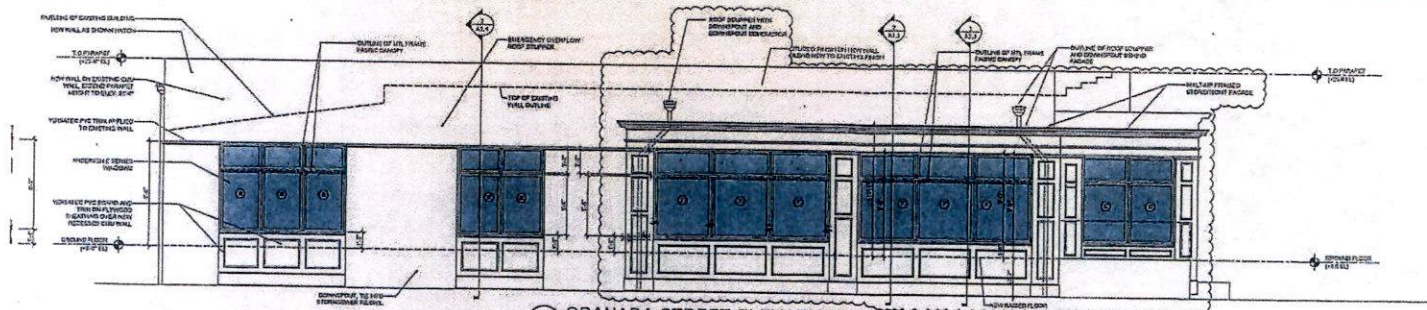
ST. AUGUSTINE

FL 32080

NEW WORK

ROOF PLAN

ADDRESS: 35 GULF BLVD. ST. AUGUSTINE, FL 32080



DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION. SEE GENERAL NOTES

CRONK DUCH
ARCHITECTURE

111 East Green Street, Suite 400 Jacksonville, Florida 32203
Phone: 904/344-9948 Fax: 904/344-7143

344 West Duval Street, Suite 202 Jacksonville, Florida 32209
Phone: 904/344-8333

[illegible]

**FRENCH PANTRY
LITTLE MISS HA
ST. AUGUSTINE**

REINVESTMENT ADDITION:

N. GRAMMAD ST.
ST. AUGUSTINE,
FLORIDA 32084

BY EVA T. MCNEIL

ELEVATIONS

36 GRANADA PUD MODIFICATION ST AUGUSTINE, FLORIDA



Digitally signed
by Ladd Roberts,
RLA LWD
Date: 2022.07.25
15:35:04 -04'00'

LANDSCAPE PLAN

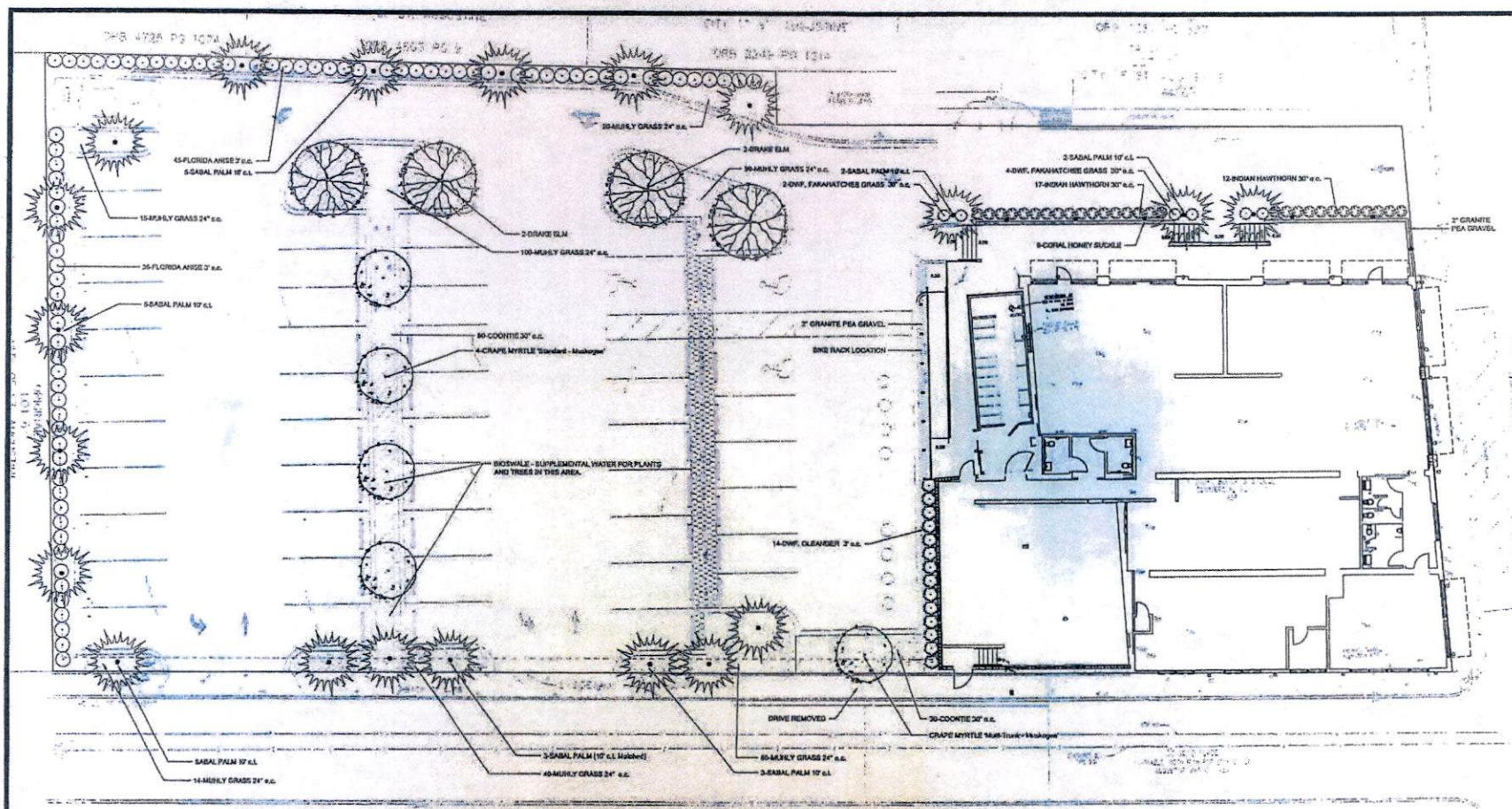
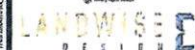
DATE: 7.25.22

REV	DATE	NOTES
1	7.25.22	ISSUED FOR PERMIT

APPROVAL DOCUMENTS

SHEET NUMBER:
L-1

JOB NO: 21007 DRAWN BY: LBR
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PLANT SCHEDULE

QTY.	COMMON NAME	BOTANICAL NAME	SIZE	NOTE
PALMS				
CANOPY AND UNDERSTORY				
20	SABAL PALM	Sabal palmetto	10' c.s. many trunks, not tooled	NATIVE - FL #1 (Shady, SSA)
TREES				
4	ORANGE BLM	Ulmus parviflora	60 gal. 2" c.s. 14'10" on 8' stem	FL #1
8	CRAPE MYRTLE	Ligustrum indica 'Malester'	100 gal. 4" STANDARD, 1 MULTI TRUNK, 18" c.s. on 8' - 10' stem / MT = 2 TRUNK MIN.	FL #1
SHRUBS				
14	DWY. OLEANDER	Nerium oleander 'Poodle Poo'	7 gal. 36" c.s. 24" 2' c.s.	FL #1
81	FLORIDA ANISE	Illicium floridanum	3 gal. 24" c.s. 20" 24" wide	NATIVE - FL #1
10	INDIAN COONTIE	Zamia floridana	3 gal. 24" c.s.	NATIVE - FL #1
7	DWY. FAKAVATCHES GRASS	Tripsacum dandaneum	3 gal. 18"	NATIVE - FL #1
230	MURLEY GRASS	Muhlenbergia capillaris	3 gal. 18"	NATIVE - FL #1
11	INDIAN HAWTHORN	Rhus copallina	3 gal. 18"	FL #1
VINE				
1	CORAL HONEY SUGGE	Lonicera sempervirens	7 gal. 24" c.s. 24" 2' c.s. 18" in. d. on 8' stem	NATIVE - FL #1

NOTE: BY QUANTITY, 80% OF THE PROPOSED LANDSCAPE MATERIAL IS NATIVE.
ALL PLANT MATERIAL TO BE WATERED VIA AUTOMATIC IRRIGATION SYSTEM UNTIL ESTABLISHED. AFTER ESTABLISHMENT THE SYSTEM SHALL BE UTILIZED TO PROVIDE SUPPLEMENTAL WATER DURING PERIODS OF EXTREME HEAT OR DROUGHT TO KEEP THE PLANTS HEALTHY AND THRIVING.

DATE: 7.19.22

REVISIONS:	
No.	Date
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SHEET NUMBER:

JOB #: 21007 DRAWN BY: LBR

LANDWISE RESOURCES

[illegible]

SHRUB PLANTING DETAILS

ALL SHRUBS ARE TO BE POSITIONED VERTICALLY REGARDLESS OF THE SLOPE OF THE GROUND IN WHICH THEY ARE PLANTED. WATER RINGS ARE TO BE CONSTRUCTED AT RIGHT ANGLES TO THE TREE OR SHRUB OR IN A MANNER IN WHICH THEY WILL MOST EFFECTIVELY SERVE THE PURPOSE OF RETAINING WATER AT THE TOP OF ROOT BALL TO BE 2" ABOVE FRESH SOIL GRADE IF SO.

[illegible]

3. Irrigation plants and facilities must be designed by a licensed professional engineer or registered landscape architect.
4. Drip or water shall be installed from basins of earth in the property line.
5. A modern, revolving device is superior to the conventional rain switch and shall be used as the primary means to reduce water usage in arid regions by rain.
6. It is recommended that the water be recycled.
7. A back flow prevention (BPR) device (100 or equal) shall be installed and installed on the main line of the water supply system.
8. The water supply system shall be designed to provide for the maximum flow of water in the basin and at least 1/2" above the ground. Ground covering plants shall be used.
9. The "Flow" in plastic cover used to dissipate and prevent the BPR is discouraged.
10. The BPR is encouraged on the basis of low to reduce water usage.
11. It is recommended that the water be recycled for systems, drip and distribution lines.
12. All contractors shall be required to install a water meter.
13. All contractors shall be out of view.
14. The water supply system shall be designed to provide 100% coverage of all landscape and water and water of natural areas to remain.
15. It is recommended that automatic control valves be placed in water basins along the water supply system.

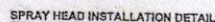
100% IRRIGATION COVERAGE SHALL BE PROVIDED TO ALL LANDSCAPE AREAS.

WATER SOURCE: WATER FROM METER. ANTICIPATED 40-50 P.S.I.
LOCATION TO BE DETERMINED.

RAIN SENSOR: SYSTEM SHALL BE PROVIDED WITH A RAIN SENSOR

ALL PLANT MATERIAL TO BE WATERED VIA AUTOMATIC IRRIGATION

ALL PLANT MATERIAL TO BE WATERED VIA AUTOMATIC IRRIGATION SYSTEM UNTIL ESTABLISHED. AFTER ESTABLISHMENT THE SYSTEM SHALL BE UTILIZED FOR SUPPLEMENTAL WATER DURING PERIODS OF EXTREME HEAT AND/OR DROUGHT.



36 GRANADA
PUD MODIFICATION
ST AUGUSTINE, FLORIDA



LIGHTING & SLEEVING PLAN

DATE: 7.19.22

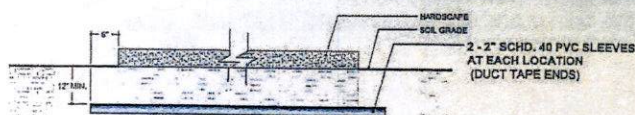
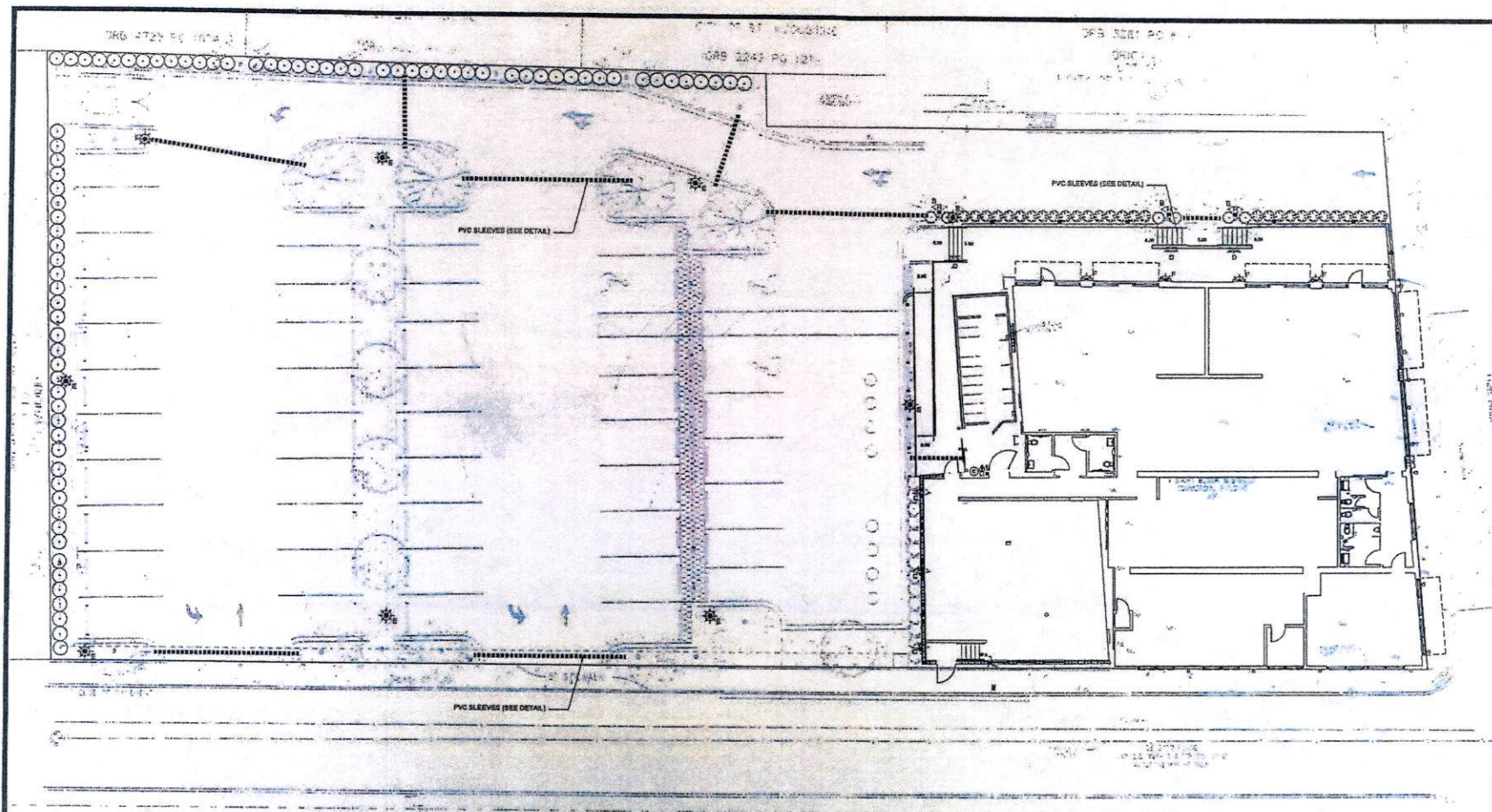
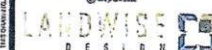
REVISIONS:		
No.	Date	Revised

APPROVAL DOCUMENTS

SHEET NUMBER:

L-3

JOB #: 21807 DRAWN BY: LSR
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TYPICAL SLEEVE DETAIL

INDICATES LOCATION ON PLAN
SLEEVES ARE FOR IRRIGATION AND LOW-VOLTAGE LIGHTING ONLY

LIGHTING PLAN NOTE:
THIS PLAN IS FOR BIDDING PURPOSES AND LIGHTING INTENT ONLY.
ALL LIGHTING FIXTURES, TRANSFORMERS, WIRE RUNS, SLEEVING, LOAD CALCULATIONS, VOLTAGE AND RELATED ELEMENTS ARE TO BE FINALIZED BY THE LIGHTING CONTRACTOR.
POLE LIGHTS AND WALL SCONCES TO BE LINE-VOLTAGE.
LANDSCAPE LIGHTING TO BE LOW VOLTAGE, KICHLER PRODUCTS.
IF CERTAIN PHOTOMETRIC CRITERIA NEEDS TO BE ACHIEVED, AN ELECTRICAL ENGINEER NEEDS TO BE CONSULTED FOR ANALYSIS AND PHOTOMETRIC CALCULATIONS.

LIGHTING LEGEND	
1	PATH LIGHT
2	12V LED UP-LIGHT (200) (0.5w)
3	12V LED UP-LIGHT (200) (0.5w)
4	12V Spot Light
5	POLE LIGHT (BY OTHERS - LINE VOLTAGE) (PHOTOMETRIC ANALYSIS BY OTHERS)
6	WALL LIGHT (BY OTHERS - LINE VOLTAGE) (VERIFY WITH ARCHITECT)
7	120V DUPLEX GFI RECEPTACLE - VERIFY LOCATION WITH ARCHITECT
8	WIRING RUNS, CIRCUITS BY OTHERS
9	CONTROLLER / LIGHTING CLOCK

Attachment 5:
Proposed Amendment to PUD Text
Language

Not approved

- d. Maximum lot width: None
- e. Maximum lot coverage: 75 percent for the Parcel 1 Property (existing)
- f. Parking: Parking will be provided on-site and will meet the requirements of the City's 2020 Land Development Regulations, AS AMENDED FROM TIME TO TIME

Parking among the various uses within the PUD will be shared. Parking is shown on the attached conceptual site plan. Primary access to parking shall be off Granada.

Parking will be provided in the existing surface lots on the Property. Uses in project include coffee shop, bakery and restaurants. Those uses have parking requirements that vary depending on time of day and day of week.

Signage: Project signage will be categorized as Commercial Zone 1, the requirements for which are set forth in Section 3-66(c) of the Code. Notwithstanding, the Owner shall paint the historic sign shown on the attached elevations on one side of the building, which shall not be counted against the maximum number of square feet of signage permitted under the Code, because it is for historical and decorative purposes and does not advertise any business located in the building. The size, location and scope of this historic sign is shown on the attached elevations.

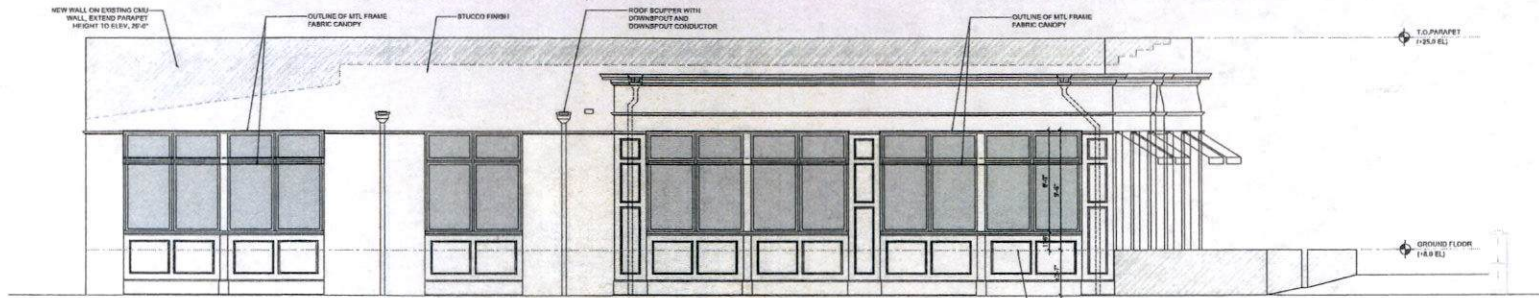
- g. Roads: No internal roads are being provided in the PUD.
- h. Sidewalks: No internal sidewalks are being provided in the PUD.
- i. Stormwater: Parcel 1 of the project is exempt from stormwater requirements as an existing facility with no additional impervious surfaces proposed. Parcel 2 will comply with City Code regarding stormwater requirements.
- j. Lighting: Project lighting shall comply with applicable Code provisions.
- k. Accessory Uses: Project accessory uses shall comply with applicable Code provisions.
- l. Temporary Uses: Project temporary uses shall comply with applicable Code provisions. Temporary offices and construction trailers shall be allowed on Property during construction of any building and may be moved throughout the site if necessary but shall be removed within 30 days of issuance of a final Certificate of Occupancy by the City for the final building within the Property. Parking may be

Attachment 6:
Proposed Amendment to DeSoto Place
Building Elevation

DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION. SEE GENERAL NOTES

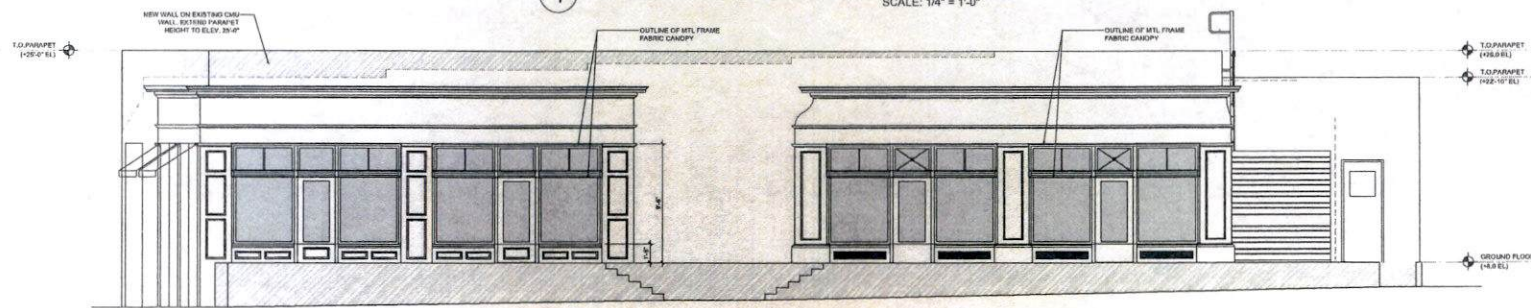
CRONK DUCH
ARCHITECTURE

1414 Lee Street, Suite 100, St. Augustine, FL 32084
Tel: 321.281.1111
Fax: 321.281.1112
www.cronkduch.com



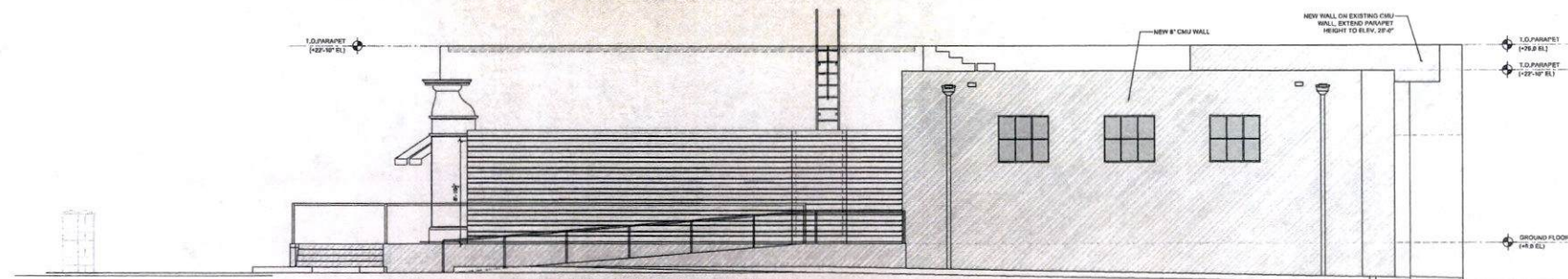
① GRANADA STREET ELEVATION

SCALE: 1/4" = 1'-0"



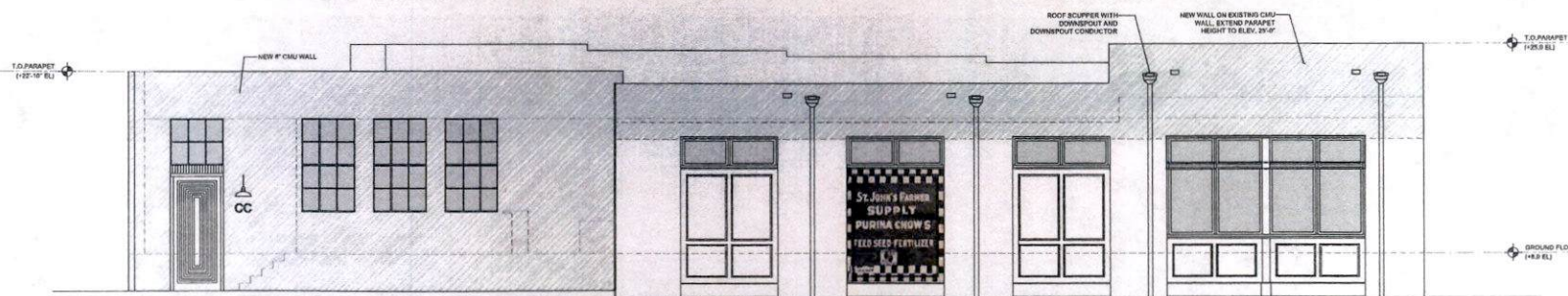
② DRIVEWAY VIEW ELEVATION

SCALE: 1/4" = 1'-0"



③ PARKING VIEW ELEVATION

SCALE: 1/4" = 1'-0"



④ DESOTO STREET ELEVATION

SCALE: 1/4" = 1'-0"

REVISION	DATE

ARCHITECT'S SEAL

DATE: 08.05.2022

SCALE: 1/4" = 1'-0"

CADD: USER: JLD

DATE: 08.05.2022

LEGAL DESCRIPTION:

PROJECT PHASE:

REVISION: 1.0

PROJECT NUMBER:

FRENCH PANTRY
LITTLE MISS HA
ST. AUGUSTINE

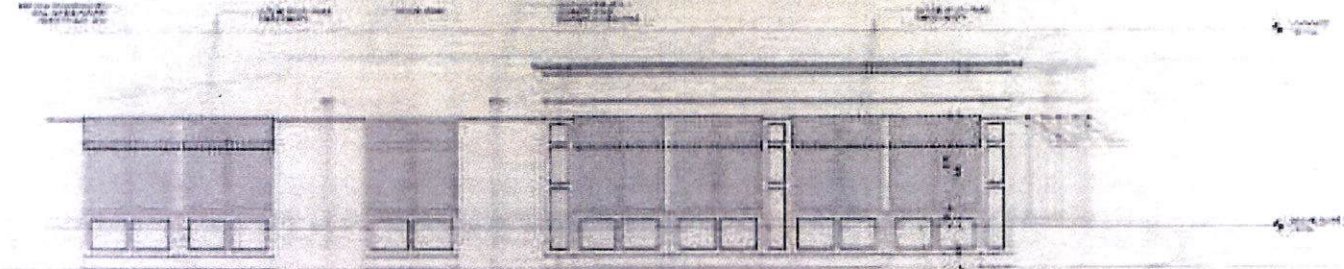
NEW CONSTRUCTION

36 GRANADA ST.
ST. AUGUSTINE
FLORIDA 32084

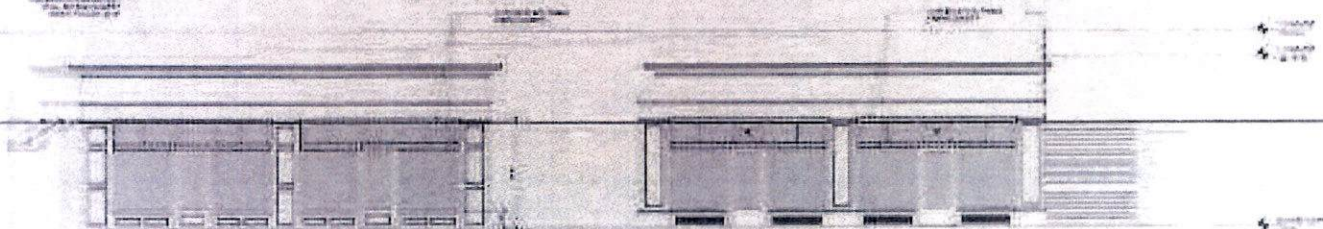
ELEVATIONS

A2.1

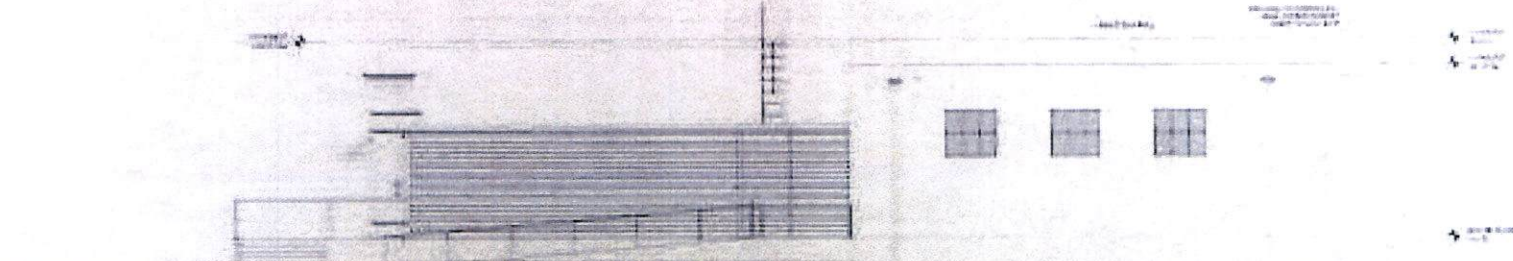
Progress Print - 08.05.2022



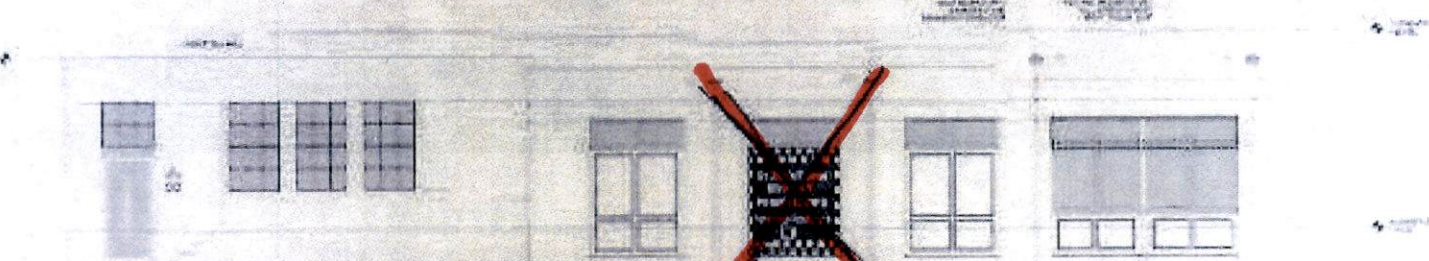
1 GRANADA STREET ELEVATION
SCALE 1/4" = 1'-0"



2 DRIVEWAY VIEW ELEVATION
SCALE 1/4" = 1'-0"



3 PARKING VIEW ELEVATION
SCALE 1/4" = 1'-0"



4 DESOTO STREET ELEVATION
SCALE 1/4" = 1'-0"

PROJECT: 1000 10th AVENUE
LITTLE ROCK, AR
BY: ALAN STONE
DATE: 08/05/2022
ELEVATIONS

36 Granada Street – PZB Staff Report



Planning and Zoning Board

Planning Division Staff Report
Planning and Building Department

Public Hearing Date	Agenda Item	Application Number
May 6, 2025	8.b.	PZB2025-0034
Request	Address	Parcel ID
Rezoning	36 Granada Street	203240-0000 [LINK TO ST. JOHNS COUNTY PROPERTY APPRAISER'S WEBSITE] 203230-0000 [LINK TO ST. JOHNS COUNTY PROPERTY APPRAISER'S WEBSITE]

Site & Background Information

Applicant:	James McGarvey c/o Real Estate Development
Owner:	James McGarvey c/o Real Estate Development & 36 Granada, LLC
Property Class: (St. Johns County Property Appraiser)	2100 – Restaurants & Cafeterias 2810 – Parking Lots
Future Land Use Designation:	Commercial Low Intensity Residential Medium Density
Zoning Designation:	36 Granada Planned Unit Development: PUD (Ordinance No. 2024-04)
Acreage:	0.75
Neighborhood:	Lincolnvillle
Archaeological Zone:	IIIA

Request Summary

This application is categorized as a rezoning request but is simply an amendment of the existing 36 Granada Planned Unit Development: PUD (Ordinance No. 2024-04). A brief summary of the proposed modifications may be found below.

Information from Submitted Application	
Proposed Amendment	Justification
"Omit the 'Old Feed Store' from the DeSoto elevation of building."	"The building is not historic, nor is it in the historic district. 'Feed Store' image does not relate to the building in any way"
Modify "all references to the Land Development Code and Parking Code shall imply 'as modified from time to time.'"	"Simply providing language to provide for updates to these codes and laws as time passes."

On Page 8 of the PUD text "f. Parking: Parking will be provided onsite and will meet the requirements of the City's 2020 Land Development Regulations." has now been modified to include "AS AMENDED FROM TIME TO TIME"

Page 8 of the PUD text also contains the following:

Signage: Project signage will be categorized as Commercial Zone 1, the requirements for which are set forth in Section 3-66(c) of the Code. Notwithstanding, the Owner shall paint the historic sign shown on the attached elevations on one side of the building, which shall not be counted against the maximum number of square feet of signage permitted under the Code, because it is for historical and decorative purposes and does not advertise any business located in the building. The size, location and scope of this historic sign is shown on the attached elevations.

While the applicant has submitted modified elevations for Exhibit B: Elevations and Site Plan, the language on Page 8 may need to be amended.

Figure 1. The screenshot to the right is of the March 11, 2024, City Commission meeting minutes. Specifically, from the second reading of proposed amendments for the existing design of the building at 36 Granada Street.

David Repass spoke on behalf of the applicant and reviewed the patio changes. He said the intent was to keep as much history as possible.

Commissioner Horvath said having the original feedstore sign on the façade was important. She asked for that information to be relayed to the owner.

Mr. Repass said he thought that was the intent.

Commissioner Blonder stated that was what the Commission and the applicant had agreed upon.

Mr. Birchim advised the PUD narrative referenced the original feedstore signage and as indicated in the sign code the feedstore sign could be painted on one side of the building. He said if the original mural was removed, it was allowed to be recreated on any elevation of the building.

MOTION

Commissioner Springfield MOVED to pass Ordinance 2024-04 on second reading. The motion was SECONDED by Commissioner Horvath.

Staff Analysis of Request and Applicable Sections from the City of St. Augustine's Code of Ordinances

Sec. 28-289. - Procedures, application requirements and narrative PUD text. [\[LINK TO CODE SECTION\]](#)

- (c) *Action by the planning and zoning board and the city commission.* Following the public hearing as required for all applications for rezoning, the planning and zoning board may recommend and the city commission may enact an ordinance establishing a PUD, including any special conditions related thereto, based upon findings that:
- (1) No adverse effect finding. The proposed PUD does not adversely affect the orderly development of the city, the health and safety of residents in the area, the natural environment, the use and development of adjacent properties or the general neighborhood.
 - (2) Consistency with the Comprehensive Plan and PUD regulations finding. The proposed PUD is consistent with the comprehensive plan and meets the intent and criteria of sections 28-286 through 28-292, as applicable.
 - (3) Need and justification finding. In order to permit the use of more flexible land use regulations and the most advantageous techniques of land development, the PUD must affirmatively comply with each applicable PUD regulation found in this section and clearly identify the need and justification for rezoning to PUD. 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, industrial or institutional developments, or combinations thereof, that effectively integrate existing historic and neighborhood patterns, or effectively transition between adjacent development uses.
 - (4) Site-specific conditions and mitigation finding. The site-specific development conditions for the proposed PUD:
 - a. Permit a creative approach to the development of land; and
 - b. Accomplish a more desirable environment than would be possible through the strict application of the existing zoning district requirements; and
 - c. Provide for an efficient use of land; and
 - d. Improves the appearance of the area through the preservation and enhancement of historic and natural features, recreation areas and open space, and effectively transition from existing development patterns to the PUD; and
 - e. Provide an environment of consistent character compatible with surrounding areas; and
 - f. Retain property values over the years.

Staff Recommendation

Based on Sec. 28-30 of the City's Code, the Planning and Zoning Board (PZB) is required to provide a report and recommendation to the City Commission showing that the Board has studied and considered:

- (1) The need and justification for the change.
- (2) The relationship of the proposed amendment or rezoning to the city's general planning program and such comprehensive plans as may from time to time be adopted by the city commission.
- (3) Consistency with the comprehensive plan. [\[LINK TO COMPREHENSIVE PLAN ELEMENTS\]](#)

Given the scale and complicated nature of PUDs and based on Sec. 28-289 of the City's Code, the PZB shall require review of a planned unit development final development plan, and narrative requirements with at least two (2) public hearing(s) in an effort to garner as much information and public input as possible, as well as, to finalize any recommendations to the city commission.

Attachments

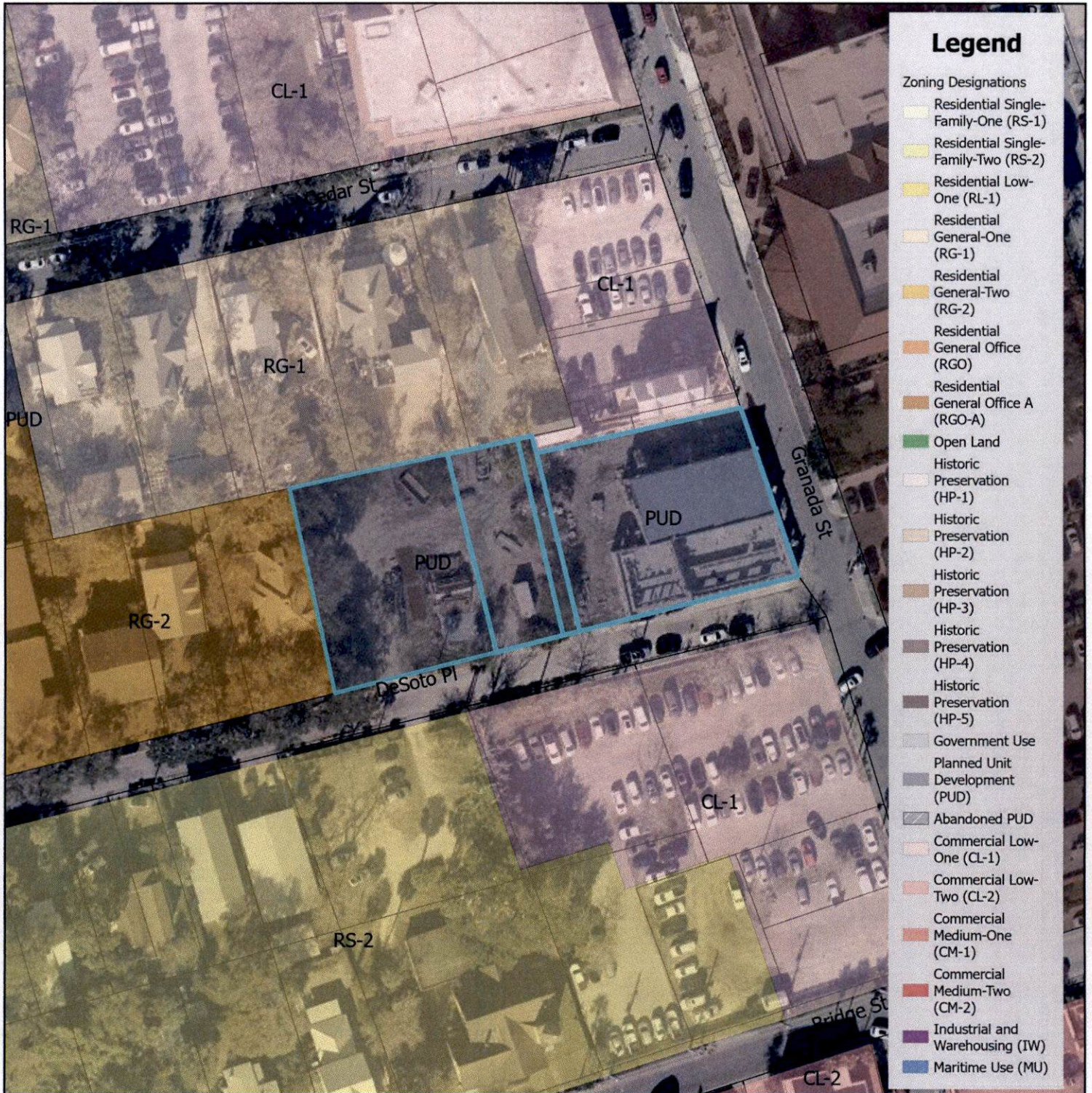
1. Site Maps & Photos
2. Application
3. St. Johns County Property Appraiser Report
4. Ordinance No. 2024-04; Amended 36 Granada Planned Unit Development: PUD
5. Proposed Amendment to PUD Text Language
6. Proposed Amendment to DeSoto Place Building Elevation

Staff Report prepared by:

Jacob Fredriksson, CNU-A
Planning Manager
Planning and Building Department

Attachment 1:

Site Maps & Photos



Zoning Map

City of St. Augustine
Planning, Zoning, & Building Department
P.O. Box 210, St. Augustine, FL 32085
Phone: (904) 825-1065

DISCLAIMER
This map is for reference only. Data provided are derived from multiple sources with varying levels of accuracy. The City of St. Augustine disclaims all responsibility for the accuracy or completeness of the data shown hereon.

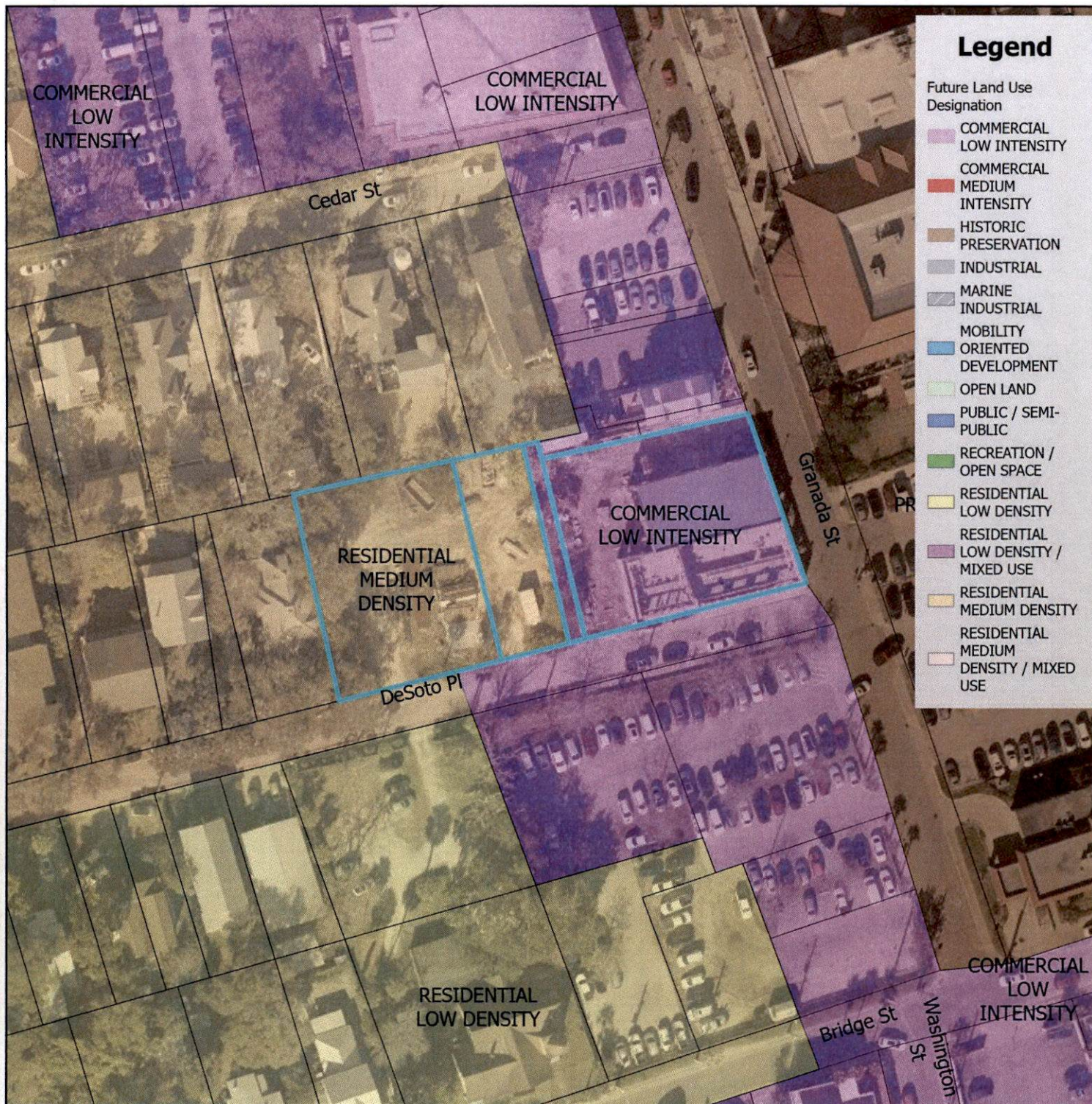
2025

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



0 0.17 0.35 Miles

0 1,250 2,500 Feet



Legend

Future Land Use Designation

- COMMERCIAL LOW INTENSITY
- COMMERCIAL MEDIUM INTENSITY
- HISTORIC PRESERVATION
- INDUSTRIAL
- MARINE INDUSTRIAL
- MOBILITY
- ORIENTED DEVELOPMENT
- OPEN LAND
- PUBLIC / SEMI-PUBLIC
- RECREATION / OPEN SPACE
- RESIDENTIAL LOW DENSITY
- RESIDENTIAL LOW DENSITY / MIXED USE
- RESIDENTIAL MEDIUM DENSITY
- RESIDENTIAL MEDIUM DENSITY / MIXED USE



Future Land Use Map

City of St. Augustine
Planning, Zoning, & Building Department
P.O. Box 210, St. Augustine, FL 32085
Phone: (904) 825-1065

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2025



0 0.17 0.35 Miles
0 1,250 2,500 Feet

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



St. Johns County Property Appraiser Use Classification Map

City of St. Augustine
Planning, Zoning, & Building Department
P.O. Box 210, St. Augustine, FL 32085
Phone: (904) 825-1065

DISCLAIMER
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2025

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



0 0.01 0.01 Miles

0 40 80 Feet

36 Granada Street



12/08/2024



FEMA Flood Zone Map

City of St. Augustine
Planning, Zoning, & Building Department
P.O. Box 210, St. Augustine, FL 32085
Phone: (904) 825-1065

DISCLAIMER
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2025



0 0.17 0.35 Miles

0 1,250 2,500 Feet

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet



Elevation Map

City of St. Augustine
Planning, Zoning, & Building Department
P.O. Box 210, St. Augustine, FL 32085
Phone: (904) 825-1065

DISCLAIMER
This map is for reference only. Data provided are derived from multiple sources with varying levels of accuracy. The City of St. Augustine disclaims all responsibility for the accuracy or completeness of the data shown herein.

2025



0 0.01 0.01 Miles

0 40 80 Feet

Coordinate System: NAD 1983 StatePlane Florida East FIPS 0901 Feet

Attachment 2: Application



CITY OF ST AUGUSTINE

APPLICATION TO PLANNING AND ZONING BOARD

Application Fee: _____ (plus advertising costs) Project Number: _____

Receipt Number: _____ Meeting Date: _____

Advertising Costs: \$ _____ Paid On: _____ Receipt Number: _____

1. NAME OF APPLICANT: James McGarvey Contact Number: 9045099062

Business (if applicable): Real Estate Development

Address: 1102 A1A North #102 City: Ponte Vedra Beach State: FL Zip: 32082

E-Mail Address: jay@mcgarveycommunities.com

2. NAME OF PROPERTY OWNER: 36 Granada, LLC Contact Number: 9045099062

Business (if applicable): Real Estate Development

Address: 1102 A1A North #102 City: Ponte Vedra Beach State: FL Zip: 32082

E-Mail Address: jay@mcgarveycommunities.com

3. LEGAL DESCRIPTION OF PROJECT PROPERTY:

Lot: see attachment Block: _____

Subdivision: _____ Parcel Number: _____

4. PROJECT STREET ADDRESS: 36 Granada St

5. SPECIFIC PROPOSED USE: Resraurant

6. ACTION REQUESTED:

☐ Conservation Zone Development ☐ Appeal of Staff Determination

☐ Exception ☐ Land Use Plan Amendment

☐ Variance ☐ Rezoning

☒ Other: Omit misleading image of 'old feed store' on buioding exterior. Provide history of building uses on interior.

7. DESCRIPTION OF ACTION REQUESTED: 1.Omit "Old Feed Store" from De Soto elevation of building. Provide a "Historic Chronology" of uses of the building in pictures and words to be displayed inside the building.

2. All references to the Land Development Code and Parking Code shall imply "as modified from time to time".

8. JUSTIFICATION FOR ACTION REQUESTED: 1.The building is not Historic, nor is it in the Historic District. "Feed Store" image does not relate to the building in any way.

2. Simply providing language to provide for updates to these codes and laws as time passes.

9. IF APPLYING FOR A VARIANCE, PLEASE COMPLETE THE FOLLOWING AND EXPLAIN THE SITUATION FULLY ALONG WITH PROVIDING DOCUMENTATION:

- (a) Does the property because of size, shape, topography or other physical conditions, suffer singular disadvantage, which disadvantage does not apply to other properties in the vicinity: _____

- (b) Can you establish that this disadvantage causes the owner to be unable to make reasonable use of the affected property: _____

- (c) Can you establish that this disadvantage does not exist because of conditions created by the owner or applicant: _____

- (d) Can you establish that granting of the variance will not be contrary to the public interest; will not adversely affect other property in the vicinity; and will be in harmony with the spirit, intent and purpose of this Section: _____

10. PREVIOUS APPLICATIONS:

Has any application been submitted to the Planning & Zoning Board concerning any part of the subject property within the past year?

☐ Yes ☒ No If yes, please give date and final disposition below.

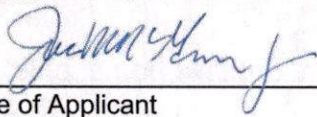
11. AGREEMENT:

In filing this application, I understand that it becomes a part of Public Record of the City of St. Augustine and hereby certify that all information contained herein is accurate to the best of my knowledge.

Application must be signed by both applicant and property owner if different. Letter of authorization must be submitted in absence of the property owner's signature or where an authorized agent signs in lieu of either property owner or applicant.

Florida Statute 286.0105 states that a person appealing any decision by this board at any meeting regarding this application may need a verbatim record of the proceedings which includes testimony and evidence upon which the appeal is to be based.

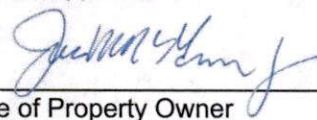
IMPORTANT NOTICE: When the hearing date has been set and a legal notice has been published or posted, the applicant must be prepared to present the request at the scheduled hearing date. If the applicant requests a continuance, the decision to grant or deny the request for continuance will be decided by a vote of the Board at the scheduled hearing date. The applicant, or a duly authorized representative with authority to bind, should be present at the scheduled hearing date to answer questions from the board regarding the application. If the board votes to deny the request for a continuance, the hearing on the application will go forward, whether or not the applicant is present, and could result in a denial of the application if the Board finds that the application and supporting documents submitted prior to the meeting do not meet the criteria of the Code.



Signature of Applicant

April 4, 2025

Date



Signature of Property Owner

April 4, 2025

Date



**CITY OF ST. AUGUSTINE
DEVELOPMENT PERMIT APPLICANT WAIVER**

The applicant acknowledges and agrees to waive the limitation of three requests for additional information by the City of St. Augustine, pursuant to Chapter 166.033, Florida Statutes.

The applicant acknowledges and agrees that the City offers weekly Friday Review development review meetings, as well as, department specific applicant meetings with its reviewing staff at any point in the application process to attempt to resolve outstanding issues. The applicant is responsible for scheduling any requested meetings with City staff directly.

The applicant acknowledges and agrees that if after three unresolved submittals the applicant elects to proceed with final approval or denial proceedings, the applicant must request so in writing to the City.

James McGarvey

Print name of applicant

A handwritten signature in blue ink, appearing to read "James McGarvey".

Signature of applicant

April 4, 2025

Date

PZB APPLICATION FEE SCHEDULE

Planning and Zoning Board fees are set by Resolution 2021-38 as follows:

Description of Work	Fee Amount
Rezoning: small scale	\$300.00 + ads & notices
Rezoning: large scale	\$1,000.00 + ads & notices
Land Use Plan Amendment: small scale	\$400.00 + ads & notices
Land Use Plan Amendment: large scale	\$1,400.00 + ads & notices
Planned Unit Development	\$400.00 or \$35.00/acre, whichever is greater, \$1,400 max + ads & notices
Zoning Variance	\$350.00 + ads & notices
Zoning Exception	\$250.00 + ads & notices
Conservation Overlay Zone Development	\$165.00 + ads & notices
Significant Tree Removal or Appeal of Tree Removal Permit Denial	\$165.00 + ads & notices
Appeal of Staff Determination	\$200.00 + ads & notices
Application to Amend Zoning Code	\$600.00 + ads & notices
Subdivision Plat Review	\$275.00 + ads, notices & additional associated costs

"Note: The cost of newspaper advertisement and all notices to surrounding property owners will be assessed by the city, paid by the city and reimbursed by the applicant. All advertising costs must be paid prior to issuance of a development permit.

The applicant shall reimburse the City the mailing cost for all notices and for any subsequent hearings requiring re-notice as a result of the applicant postponing or re-scheduling of any hearing."

If a Credit Card Authorization Form is used for the payment of fees, the City will maintain the form and automatically charge additional advertising and noticing fees, once determined, to the credit-card account submitted.

By signing below, I acknowledge responsibility for both the initial application fee and any subsequent costs associated with legal advertising and/or noticing and understand that permits associated with my application may not be issued until such fees are paid.

I authorize the Planning and Building Department to maintain my payment information until a final cost for advertising and/or noticing is determined and charged. If a payment method other than Credit Card Authorization Form is used, I understand that I will be sent an invoice for the costs of advertising/noticing which must be paid prior to the issuance of any development permit related to my application. I am aware that I can request a copy of these fees and my receipt from Building Department Staff.

36 Granada St

Project Address: _____

James McGarvey

Applicant's Name: _____ Applicant's Signature: _____

36 Granada, LLC

Owner's Name: _____ Owner's Signature: _____

Attachment 3:
St. Johns County Property Appraiser
Report

Apply for Exemptions

Apply for Exemptions

Homestead Compliance

This form is not a Homestead Exemption application. To apply online for homestead and related exemptions, please click [here](#).

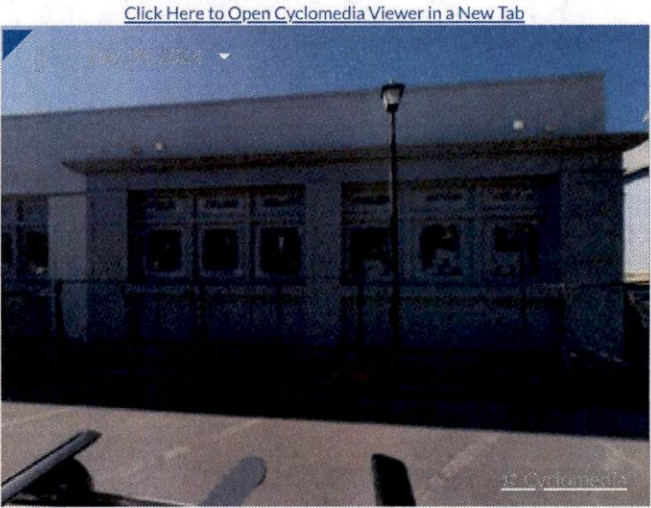
Homestead Compliance

2024 TRIM Notice

2024 TRIM Notice (PDF)

Summary

Parcel ID	2032400000
Location	36 GRANADA ST
Address	SAINT AUGUSTINE 32084-0000
Neighborhood	Theatre COSA (COM) (610.26)
Tax Description*	CITY OF ST AUGUSTINE BLK 46-J E7FT OF LOT 8 & S113FT OF LOT 9 - 113FT ON GRANADA ST OR 5184/843 <i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Restaurants & Cafeterias (2100)
Subdivision	City of St Augustine
Sec/Twp/Rng	18-7-30
District	City of St Augustine (District 452)
Millage Rate	18.72
Acreage	0.340
Homestead	N



[Skip to main content](#)

Owner information

Owner Name	36 Granada LLC 100%
Mailing Address	77 ALMERIA ST SAINT AUGUSTINE FL 32084-0000

St. Johns County, FL

Map



Historical Assessment Information

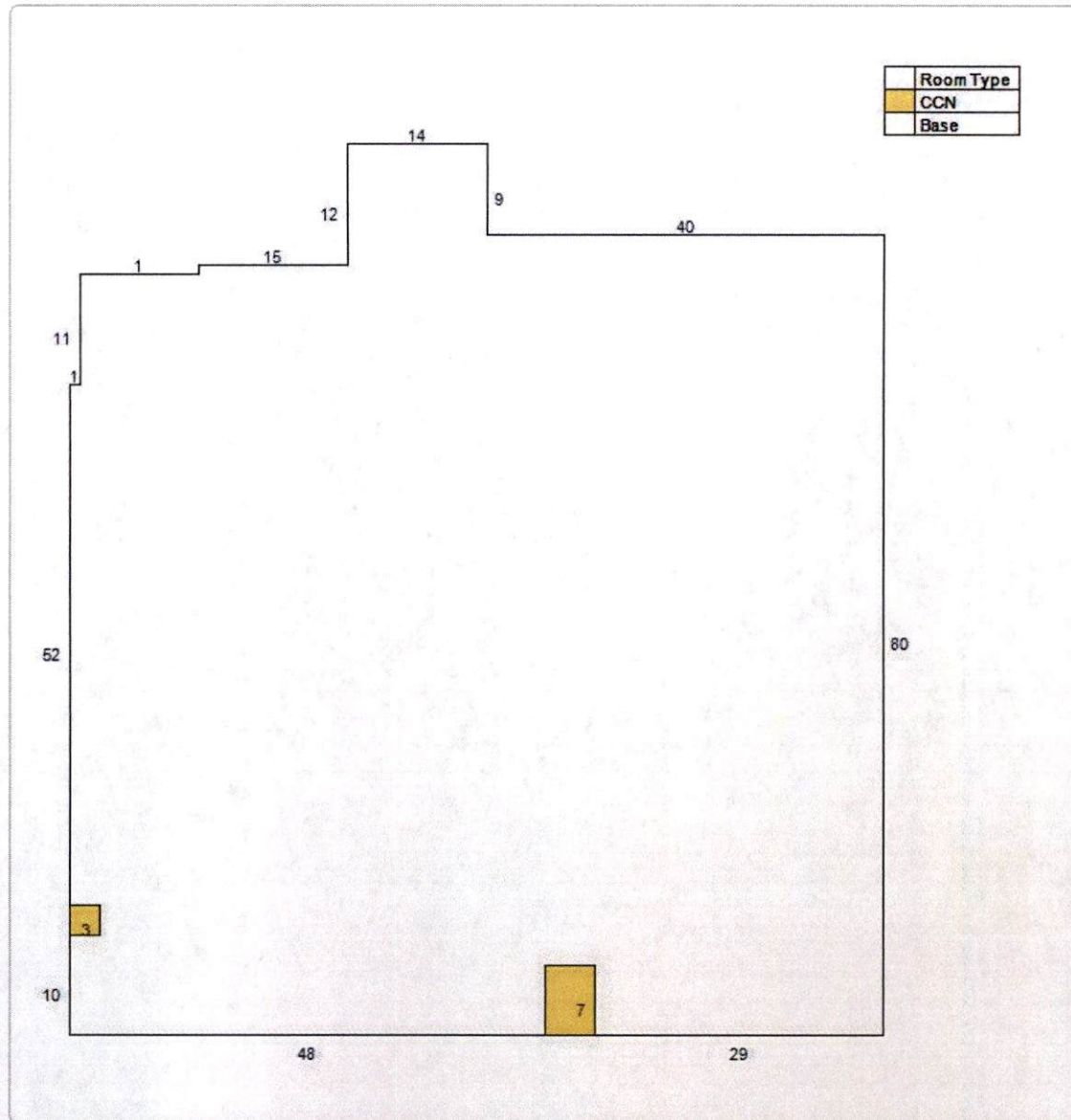
Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2024	\$223,048	\$1,075	\$751,100	\$0	\$0	\$975,223	\$958,559	\$16,664	\$958,559
2023	\$224,772	\$1,142	\$751,100	\$0	\$0	\$977,014	\$871,417	\$105,597	\$871,417
2022	\$190,911	\$406	\$600,880	\$0	\$0	\$792,197	\$792,197	\$0	\$792,197
2021	\$505,169	\$406	\$450,660	\$0	\$0	\$956,235	\$781,961	\$174,274	\$781,961
2020	\$410,028	\$406	\$300,440	\$0	\$0	\$710,874	\$710,874	\$0	\$710,874
2019	\$407,259	\$406	\$300,440	\$0	\$0	\$708,105	\$708,105	\$0	\$708,105
2018	\$439,689	\$446	\$300,440	\$0	\$0	\$740,575	\$740,575	\$0	\$740,575
2017	\$439,689	\$446	\$300,440	\$0	\$0	\$740,575	\$740,575	\$0	\$740,575
2016	\$451,735	\$446	\$300,440	\$0	\$0	\$752,621	\$752,621	\$0	\$752,621
2015	\$490,176	\$446	\$300,440	\$0	\$0	\$791,062	\$791,062	\$0	\$791,062
2014	\$449,360	\$0	\$300,440	\$0	\$0	\$749,800	\$319,541	\$430,259	\$319,541

Building Information

Building	1	Roof Cover	Modular Metal, Roll Composite
Building Value	\$472,010	Roof Structure	Rigid Frame
Year Built	1880	Interior Flooring	Concrete Finish, Vinyl Tile
Actual Area	6578	Interior Wall	Drywall
Conditioned Area	6534	Heating Type	Air Duct
Use	Restaurants & Cafeterias	Air Conditioning	Central
Style	04	Bedrooms	
Exterior Wall	Concrete Stucco	Baths	

Description	Square Footage
BASE AREA	6534
FINISHED CANOPY	9
FINISHED CANOPY	35
Total SqFt	6578

Sketch Information



Extra Feature Information

Code Description	Status	Value
Concrete Paving - Under 8" (COM)		360
Concrete Paving - Under 8" (COM)		648

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Restaurants & Cafeterias	113	140	15022	SF	\$751,100

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
2/19/2021	2/16/2021	\$1,500,000.00	WARRANTY DEED	5184	843	Q	I	KABO INVESTMENTS LLC	36 GRANADA LLC
5/27/2014	5/23/2014	\$1,000,000.00	TRUSTEES DEED	3883	507	Q	I	BABY'S FAMILY TRUST D: 1-1-05 BY PIERCE RENEE L TRUSTEES	KABO INVESTMENTS LLC
	2/3/2005	\$100.00	WARRANTY DEED	2377	1238	U	I	PIERCE KENNETH L & EUNICE B	NEYBERT KENNETH G & PIERCE RENEE L TRUSTEES
	12/1/1982	\$100,000.00		565	766	U	I		PIERCE KENNETH L/EUNICE B
	1/1/1977	\$0.00		325	349	U	I		

No data available for the following modules: Sales Questionnaire Form, Exemption Information.

Attachment 4:
Ordinance No. 2024-04; Amended 36
Granada Planned Unit Development:
PUD

ORDINANCE NO. 2024-04

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE ZONING FOR APPROXIMATELY .75 ACRES OF PROPERTY LOCATED AT 36 GRANADA STREET (PID# 203240-0000) AND 8 DE SOTO PLACE (PID# 203230-0000), AS MORE PARTICULARLY DESCRIBED HEREINAFTER, TO AMEND ITS CURRENT PLANNED UNIT DEVELOPMENT (PUD) CLASSIFICATION ADOPTING A NEW PLANNED UNIT DEVELOPMENT (PUD) INCLUDING A REVISED FLOOR PLAN AND ELEVATION DRAWINGS; 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 parcels of property containing approximately .75 acres located at 36 Granada Street (PID# 203240-0000) and 8 De Soto Place (PID# 203230-0000), in the City of St. Augustine, being more fully described herein, should amend the zoning classifications;

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 .75 acres located at 36 Granada Street (PID# 203240-0000) and 8 De Soto Place (PID# 203230-0000), in the City of St. Augustine, is hereby amended from the existing Planned Unit Development (PUD) classification to a new as amended Planned Unit Development (PUD) including a revised floor plan and elevation drawings, 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 zoning classification assigned to the above-described lands.

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

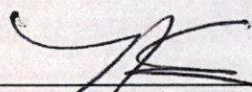
Section 4. If any section, subsection, sentence, clause, phrase or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be so construed as to render invalid or unconstitutional the remaining provisions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

Section 5. This ordinance shall be effective ten (10) days after passage, pursuant to s. 166.041(4), Florida Statutes.

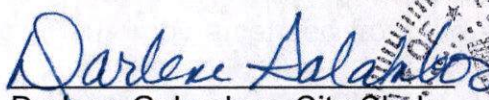
PASSED by the City Commission of the City of St. Augustine, Florida, this

11th day of March, 2024.

ATTEST:



Nancy Sikes-Kline, Mayor-Commissioner



Darlene Galambos, City Clerk
(SEAL)



NOTICE OF PROPOSED ENACTMENT OF ORDINANCE 2024-04

BY THE CITY OF ST. AUGUSTINE, FLORIDA

NOTICE IS HEREBY GIVEN OF A PUBLIC HEARING TO BE HELD BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE CONCERNING THE **SECOND READING** OF **ORDINANCE 2024-04**. THE PUBLIC HEARING WILL BE HELD DURING THE REGULAR CITY COMMISSION MEETING ON **MONDAY, MARCH 11, 2024**, BEGINNING AT 5:00 P.M. AT 75 KING STREET, ST. AUGUSTINE, FLORIDA. PUBLIC COMMENTS ARE INVITED ON THE FOLLOWING MATTER:

ORDINANCE NO. 2024-04

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE ZONING FOR APPROXIMATELY .75 ACRES OF PROPERTY LOCATED AT 36 GRANADA STREET (PID# 203240-0000) AND 8 DE SOTO PLACE (PID# 203230-0000), AS MORE PARTICULARLY DESCRIBED HEREINAFTER, TO AMEND ITS CURRENT PLANNED UNIT DEVELOPMENT (PUD) CLASSIFICATION ADOPTING A NEW PLANNED UNIT DEVELOPMENT (PUD) INCLUDING A REVISED FLOOR PLAN AND ELEVATION DRAWINGS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE. NOTICES:

Related documents may be requested via the City Clerk's Office, CityClerk@citystaug.com, (904) 825-1007, City Hall, Lobby B, 2nd Floor, 75 King Street, St. Augustine, FL 32084, during the hours of 8:00 A.M. and 5:00 P.M. except weekends and holidays. In accordance with Florida Statute 286.0105; "If any person decides to appeal any decision made by the City Commission with respect to any matter considered at this scheduled meeting or hearing, the person will need a record of the proceedings, and for such purpose the person 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 notice. Telephone: City Clerk (904)825-1007; or 1-800-955-8771 (TDD) or 1-800-955-8770 (V), via Florida Relay Service.

March 1 2024

LSAR0067042

LOCALiQ

FLORIDA

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

City Of St Augustine
City Of St Augustine
Po Box 210
Saint Augustine FL 32085-0210

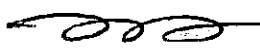
STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the St Augustine Record, published in St Johns County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of St Johns County, Florida, or in a newspaper by print in the issues of, on:

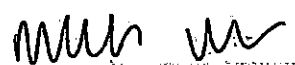
03/01/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/01/2024



Legal Clerk



Notary, State of WI, County of Brown

8.25.26

My commission expires

Publication Cost: \$100.64

Order No: 9896872

of Copies:

Customer No: 762766

1

PO #: LSAR0067042

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

MARIAH VERHAGEN
Notary Public
State of Wisconsin

36 Granada Planned Unit Development

City of St. Augustine, Florida

REVISED APRIL, 2022

Team Roster

Owner/Applicants:

36 Granada, LLC
77 Almeria St.
St. Augustine, FL 32084

Architect:

Cronk Duch Architects
124 Diego Island Ct.
St. Augustine, FL 32095
(904) 626-3452

Legal/Authorized Agent for Owners:

Gary B Davenport, P.A.
212 S. Shadowwood Dr.
St. Augustine, Florida 32086
(904) 669-3186

Exhibit List:

Exhibit "A" – Legal Description of the Property
Exhibit "B" - Site Plan and Landscape Plan

36 GRANADA PLANNED UNIT DEVELOPMENT MODIFICATION TEXT

A. Purpose and Intent

The reason for this Modification is to attenuate, as much as possible, the excessive flooding that occurs in St. Augustine, and in particular, along Granada Street. To accomplish this, the existing building will be renovated and the interior floor raised approximately 30". The renovation will be extensive, and will result in a much more resilient building able to withstand the high tide rain events and flooding that would otherwise close the operation of said building, and cause continued construction along Granada and interruptions to the surrounding neighborhoods. The uses and parking requirements will not change.

Pursuant to Section 28-286 of the City of St. Augustine Code (the "Code"), the purpose of a planned unity development ("PUD") zoning district is to provide an option and process for the provision of unique, individually planned developments that are consistent with the City's Comprehensive Plan and the categories outlined in the Comprehensive Plan, but may allow for more creative, flexible and innovative designs for projects than the regular zoning districts allow. The intent of a PUD is to permit this flexibility from the strict application of traditional zoning district regulations by identifying each waiver, variance or exception to such regulation and providing an alternative development condition for that specific PUD.

This 36 Granada PUD text includes site-specific regulations to address the development of the Property. The PUD, including all exhibits hereto, complies with all applicable provisions of City Code Chapter 28.

B. Site Information.

1. Location

The property subject to this PUD ordinance is located at 36 Granada Street. The property has St. Johns County Parcel Identification No. 203240-0000 Parcel 1 and 203230-000 Parcel 2 (together the "Property"). A legal description of the Property is attached as Exhibit "A". The Property includes approximately .75 acres: .34 acres for Parcel 1 and .41 acres for Parcel 2, owned by 36 Granada, LLC (36 Granada LLC").

2. Owners and Agent

The owner of the Property is 36 Granada, LLC ("Owner"). The agent for the Owner is Gary B. Davenport, P.A. (the "Agent"). Addresses for the Owner and Agent are in the Team Roaster on Page 2.

3. History, Existing Approvals

The Future Land Use Map ("FLUM") designation of the Property is Commercial Low Intensity for Parcel 1 and Residential Medium for Parcel 2. The Property is zoned PUD. The existing building has been in place in some form since at least 1880 and has had many uses including a theater, restaurant, bar and feed store. The remaining land is currently intended for parking.

4. Summary of Proposed PUD Modification

The Owners are proposing to modify the current PUD for resiliency and flood protection. The interior floor has been raised approximately 30". Openings on the De Soto side of the building have been modified. All opening on the Granada side of the building have been closed, and the new entrances to the building will be accessed on the north side from an elevated deck. The Granada Street elevations have been modified to maintain the feel and patterns of other City buildings, and to create building resiliency. Three awnings have been added to the Granada side of the building. The three awnings previously planned for the De Soto side have been eliminated. Because the sidewalk along Granada is so narrow, the palm tree planters previously planned have been eliminated to make walking easier. Upon Modification the Property will include a maximum of 7400 square feet of retail/commercial space including all uses allowed within CL1 zoning category in addition to allowing all alcoholic beverages to be served on-site, limited to a SRX liquor license. A standalone bar shall not be permitted. Liquor sales for onsite consumption shall only be permitted in conjunction with a restaurant. Permitted uses including available seating in restaurants will be limited by the available parking onsite in compliance with the City parking Code. Amplified music shall not be permitted. Individual restaurant owners shall be responsible to organizing rideshare programs for their employees to reduce the impact of employee parking on the adjacent neighborhoods. Management of the business or businesses within the PUD shall provide employee incentives to encourage non-vehicular commuting by employees to the site, or rideshare options for the employees. This plan for alternative methods of commuting to the site shall be memorialized by each business within the PUD. This plan must be provided to the City upon request for purposes of code enforcement. A bike rack will also be provided for securing employee and patrons' bicycles. Large group rentals of restaurants, such as weddings, shall not be permitted. Tattoo shops shall not be permitted.

The balance of the site will be limited to parking.

The net change in requesting this Modification will be a much more resilient and flood protected structure, while still maintaining the architectural integrity of the building. The uses allowed and the parking requirements will not change. This PUD Modification continues to allow a larger amount of restaurant seating than CL1 and allowing full alcohol service associated

with a restaurant with food service while limiting large group rentals, tattoo shops, amplified music and prohibiting bars.

A master development plan depicting the locations of the proposed land uses is attached as Exhibit "B" (the "Master Development Plan"). City staff shall be permitted to approve minor deviations from the Master Development Plan.

The Property includes approximately .75 acres of uplands. There are no wetlands on the Property.

C. Proposed Development (Code Section 28-289 provisions in Bold)

1. 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.

As set forth in Section B.3 above, the Property has FLUM designation of Commercial Low Density.

City Comprehensive Plan Future Land Use Element ("FLUE") states that Commercial Low Intensity (LC1) is intended to apply to those areas where small groups of low intensity commercial uses may be appropriately located to serve within convenient traveling distance from one (1) or several neighborhoods. The district is intended for low traffic generating commercial uses including general retail sales, and service-related uses intended to serve local neighborhoods. In addition, professional and business offices, compatible tourist accommodations and similar uses are encouraged. Appropriate uses may include recreation, public and institutional uses, Open Land (Conservation), multi-family, and residential or non-residential mixed uses.

Future land Use Element Objective 4 encourages the use of innovative and sustainable land development practices that maximize the use of existing services and facilities, such as planned unit developments. The 36 Granada project is a single use redevelopment PUD and will connect to existing utilities and other infrastructure, which have capacity to serve the Property. The Property is located on the corner of Granada Street and Desoto Place which are public roads. The project will provide ample parking.

The Transportation Element Goal emphasizes the maintenance of a coordinated multimodal transportation system which provides for the safe, efficient and economical movement of people, goods and services and protects the City's natural, cultural and historical resources. The project is located in downtown St. Augustine, within walking distance of most destinations. Many customers will either be staying in local hotels or living or working in the

local area. Many of these visitors will either walk or bike to the Property. Ample parking will also be available to the Property.

Transportation Element Objective 1.5 requires the City to identify and pursue strategies to reduce the vehicle miles traveled by establishing locations for compact, mixed-use development, increasing opportunities for job creation proximate to higher density residential, facilitating future opportunities for transit-oriented development and encouraging new developments to be connected by roadway, bikeways and pedestrian systems that encourage travel between neighborhoods and access to transit without requiring use of the major thoroughfare system. The 36 Granada PUD meets most of these objectives by providing redevelopment of an existing building, central to downtown and creating jobs within the area where people live and work. The Property is connected to downtown St. Augustine and Lincolnville by roadways, bikeways and pedestrian systems. The Property is already on trolley and other transit routes.

Recreation and Open Space Element Policy 4.1 requires certain residential developments to provide parks and recreational facilities, based on the number of proposed units. For development of 100 or more units, this parkland or open space must provide at least one (1) active recreational facility and one (1) passive recreational facility per 100 units. The 36 Granada PUD does not include residential development.

The Conservation and Coastal Management Element Goal is to protect and conserve natural areas, environmentally sensitive areas, natural vegetative communities, wildlife habitats, marine resources, federal and state listed species, and other renewable and non-renewable natural resources. The Property does not contain any environmentally sensitive lands, vegetative communities or wildlife habitats.

Conservation and Coastal Management Policy 2.1.1 requires the City to maintain three (3) Conservation Overlay Zones ("COZs"). Conservation Overlay Zone 1 allows passive recreation, wildlife preservation and conservation areas, green space, and fishing piers, boat docks, and other water dependent uses, including boat ramps and marinas. Conservation Overlay Zone 2 allows for all of the uses within Zone 1, as well as specialized, scenic or linear parks and boardwalks, off-street parking areas; and residential development, provided that they are (1) located so as to minimize impacts to Conservation Overlay Zone 1 vistas and scenic areas, and (2) densities are limited to those defined by the underlying Future Land Use Category. Conservation Overlay Zone 3 allows a variety of land uses and development subject to performance standard requirements governed by the City's Comprehensive Plan, including the underlying Future Land Use Category, and the City's land development regulations. The 36 Granada project is not subject to the Conservation Overlay zones.

The Infrastructure Element requires the provision of sanitary sewer, potable water and solid waste services to support intended development. The 36 Granada project is already connected to the City's existing sanitary sewer and potable water systems, and any modification

to such connections will be at the expense of the Owners (in compliance with Capital Improvement Objectives 4 and 5), and the Owners will make improvements to the extent required solely for the project. The project will use water-wise Florida native landscaping and materials, minimizing irrigation and fertilizer. Native landscape species shall be verified by City staff. The project will also utilize City solid waste services. The Stormwater Management Sub-Element requires developments to provide their own stormwater management systems. As an existing facility the project is exempt from this provision.

Capital Improvement Element Objective 6 and Public School Facilities Element Goal 2 require the City to ensure existing deficiencies and future needs are addressed consistent with the adopted level of service standards for public schools. This is not applicable to this project as there is no residential element.

2. 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.

Not applicable.

3. 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.

The Owners desire to modify the PUD in order to provide a more resilient and flood protected building in light of the significant redevelopment the building will undergo.

The following development standards shall apply to the Property:

Allowable uses: Allowable uses within the Property shall be a maximum of 7,400 square feet of any of the uses permitted in CL1, with the addition of all alcohol sales (limited to service and consumption on premises in conjunction with a restaurant and a SRX liquor license). A standalone bar, tattoo shop and amplified music are not permitted. The locations of the proposed uses are depicted on the Master Development Plan,

Exhibit "B". Parking shall comply with City Parking Code provisions.

- a. Setbacks: The minimum building setbacks are as follows:
 1. A minimum of zero (0) feet from each property line along Granada Street and Desoto Place. (existing setback)
 2. The north side and rear (west) setbacks shall be ten (10) feet from the building to the adjacent property line. The parking in the rear of the building shall not require a setback or landscaping buffer as it is adjacent to the main parking.
- b. Maximum building height: Buildings shall not exceed 35 feet in height.
- c. Minimum lot size: None

- d. Maximum lot width: None
- e. Maximum lot coverage: 75 percent for the Parcel 1 Property (existing)
- f. Parking: Parking will be provided onsite and will meet the requirements of the City's 2020 Land Development Regulations.

Parking among the various uses within the PUD will be shared. Parking is shown on the attached conceptual site plan. Primary access to parking shall be off Granada.

Parking will be provided in the existing surface lots on the Property. Uses in project include coffee shop, bakery and restaurants. Those uses have parking requirements that vary depending on time of day and day of week.

Signage: Project signage will be categorized as Commercial Zone 1, the requirements for which are set forth in Section 3-66(c) of the Code. Notwithstanding, the Owner shall paint the historic sign shown on the attached elevations on one side of the building, which shall not be counted against the maximum number of square feet of signage permitted under the Code, because it is for historical and decorative purposes and does not advertise any business located in the building. The size, location and scope of this historic sign is shown on the attached elevations.

- g. Roads: No internal roads are being provided in the PUD.
- h. Sidewalks: No internal sidewalks are being provided in the PUD.
- i. Stormwater: Parcel 1 of the project is exempt from stormwater requirements as an existing facility with no additional impervious surfaces proposed. Parcel 2 will comply with City Code regarding stormwater requirements.
- j. Lighting: Project lighting shall comply with applicable Code provisions.
- k. Accessory Uses: Project accessory uses shall comply with applicable Code provisions.
- l. Temporary Uses. Project temporary uses shall comply with applicable Code provisions. Temporary offices and construction trailers shall be allowed on Property during construction of any building and may be moved throughout the site if necessary but shall be removed within 30 days of issuance of a final Certificate of Occupancy by the City for the final building within the Property. Parking may be provided for the temporary offices and trailers in a temporary defined, but unpaved,

area which meets applicable Code provision.

- m. Utilities: Project will utilize existing utility connections to the extent permitted.
- n. Landscaping: A landscape plan is attached as a party of Exhibit "B".
- o. Tree Mitigation: Project tree removal and replacement will comply with applicable provisions of Code Chapter 25, Article III.
- p. Conservation Overlay Zone Development: None of the Property is within the Conservation Overlay Zone.

4. Compliance with the purpose and intent and criteria in Code Section 28-286

The 36 Granada PUD complies with Code Section 28-286 by:

- a. Promoting more efficient and economic use of land by offering redevelopment of an infill site with an existing building that is progressively deteriorating.
- b. Encouraging a more compatible and harmonious development of contiguous lands by creating uses that will enhance the sense of community;
- c. Providing flexibility to meet changing needs, technologies, economics and consumer preferences in the Master Development Plan and this text;
- d. Providing a process to assess a development's impact on the proposed site, the surrounding neighborhoods or areas, and the city as a whole;
- e. Demonstrating the coordinating of architectural styles, building forms, and building relationships within a planned development, as well as, the planned development's relationship with the existing and preferred architectural context surrounding the project;
- f. Providing an environment of consistent character compatible with the surrounding areas; and
- g. Permitting 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.

5. Compliance with Code Section 28-288 and justification for any zoning uses.

As stated in Section C. hereof, the allowable uses within the Property shall be a maximum of 7400 square feet of retail/commercial space including all uses allowed with CL1 zoning category in addition to allowing all alcoholic beverages to be served on-site and seating in compliance the City Land Development Regulations for all restaurants on the Property (combined). A master development plan depicting the locations of the proposed land uses is attached as **Exhibit "B", Master Development Plan**. The proposed uses are permitted in the FLUM designation for the Property.

Development standards for the Property are set forth in Section C.3 hereof. These standards will mitigate for any negative impacts of the development on surrounding lands.

Benefits to the community from the 36 Granada project include:

- a. Improvements to the streetscape of Granada Street and DeSoto Place, and more attractive elevations on the north and west side of the building, while providing on site parking for patrons. See **Exhibit "B"** for a proposed plan for the improvement.
- b. Providing a redevelopment infill project of a deteriorating facility,
- c. Planting of Florida native landscaping and materials that minimize irrigation and fertilizer,
- d. Implementation of incentive based ride share program for employees to minimize auto traffic through adjoining neighborhoods,
- e. Use of pervious pavers for new parking areas,
- f. Eliminating one existing curb cut for better neighborhood walkability and installation of bicycle racks to encourage non car transportation,
- g. Utilizing existing infrastructure, at no cost to the City,
- h. Increasing the number of jobs available to City residents, thus allowing them to work locally, even within walking and biking distance from their homes.

6. 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.

The 36 Granada project will be developed in one (1), three-year phase. Construction shall commence within one (1) year of the City Commission's adoption of this PUD Modification ordinance and shall be completed within two (2) consecutive years of commencement. For purposes of this PUD, "commencement" shall be defined as the City's approval of building permits, and "completion" shall be defined as the City's approval of a certificate of occupancy.

7. 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.

The Owners will record one or more access and utility easement and maintenance agreements against title to their respective lands to ensure for the continuing operation and maintenance of project infrastructure.

8. A termination date after which the PZB shall be required to evaluate whether all or part of the PUD has been abandoned by failure to timely commence and complete development of all or part of the phases of the PUD is identified pursuant to subsection (6) or other circumstances have contributed to the development delay, if so, one (1) year extension(s) may be granted by the PZB at an advertised public hearing, after two (2) such extensions if no activity has been initiated the city commission shall deem the PUD abandoned which shall act as a reversion of the zoning to its pre-PUD zoning district for the areas not in compliance with the phasing schedule.

If not timely commenced and completed pursuant to Section above, this PUD shall terminate 3 years from its adoption by the City Commission unless otherwise extended or amended pursuant to the Code or Florida law.

9. 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.

The proposed PUD is consistent with the underlying future land use designation of the Property.

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

The proposed PUD will not significantly impact public facilities. By redevelopment of an existing building the proposed uses will maintain existing connections to city infrastructure and will not affect circulation patterns or transportation networks. Therefore an impact analysis is not required for this project.

11. 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 hearing 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.

See Section F hereof.

D. Performance Standards (Code Section 28-291).

The Performance Standards of Code Section 28-291 only apply to residential and mixed use developments. The 36 Granada PUD does not include residential development.

E. Performance Standards (Code Section 28-292).

Standards and criteria for redevelopment and infill PUD developments.

1. General development patterns. The proposed PUD will maintain the existing building while enhancing the streetscape and architectural appeal of the building. In doing so it shall respect the existing development patterns and provide for compatibility within the existing area. The architectural and landscape enhancements will contribute significantly to the area and increase the value of the surrounding area.
2. Contributions to existing community. The proposed PUD will demonstrate consideration for the existing neighborhoods and street patterns by not changing or impacting either. The building shall remain substantially as it has for over 100 years, but with aesthetic and architectural improvements. Parking, via a driveway off of Granada Street will be provided on the north side of the building to limit impact on pedestrian access and remain consistent with other commercial uses along Granada Street. The PUD will be consistent with the character and history of this area. The uses proposed will be designed to create a unique sense of place with appropriate design, massing, screening and architectural techniques as demonstrated on the attached renderings.
3. Redevelopment and infill projects. The existing building, while old, is structurally sound and does not warrant demolition. Significant exterior improvements will be made, primarily for aesthetic purposes. Further, significant interior improvements will be made to maximize use and aesthetic value and to bring the existing facility up to

current code and health standards. Detailed drawings of the existing and new streetscape are attached. By placing the parking in the rear off of Granada Street, impacts to the pedestrian nature of Granada Street will be minimized. The site is already cleared and tree removal is not required.

F. Ownership Agreement

The Owners, on behalf of themselves and their successors and assigns, hereby agree and stipulate to proceed with the proposed development in accordance with the PUD ordinance for this application as adopted by the City of St. Augustine City Commission. The Owners also agree to comply with all conditions and safeguards established by the City of St. Augustine City Commission with respect to this Planned Unit Development application.

36 Granada LLC,
a Florida limited liability company

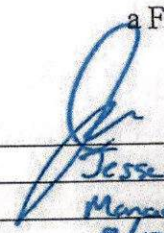
By: 
Name: Jesse Killebrew
Title: Manager
Date: 8/17/22

Exhibit "A"

Legal Description of the Property

EXHIBIT "A"

Parcel 1

LEGAL DESCRIPTION

BEGIN AT A POINT ON THE NORTH LINE OF DESOTA PLACE, 135 FEET WEST OF THE WEST LINE OF GRANADA STREET, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF PROPERTY NOW OF PARRISH; THENCE WEST ALONG THE NORTH LINE OF DESOTA PLACE, 160 FEET TO THE SOUTHEAST CORNER OF PROPERTY OF A.H. RAMOS; RUN THENCE NORTHERLY ALONG RAMOS' EAST LINE 125.66 FEET TO A FENCE LINE; RUN THENCE EASTERLY ALONG SAID FENCE LINE 149.50 FEET TO LAND OF DOYLE; RUN THENCE SOUTHERLY ALONG THE WEST LINE OF DOYLE AND PARRISH, 124.7 FEET TO THE POINT OF BEGINNING, ACCORDING TO SURVEY OF VASA E. STOLBRAND, DATED FEBRUARY 3, 1956, BEING A PORTION OF BLOCK 46J, CITY OF ST. AUGUSTINE.

LESS AND EXCEPT PROPERTY DESCRIBED IN DEED BOOK 245, PAGE 76.

SAID PROPERTY ALSO DESCRIBED IN A SURVEY BY ELWOOD L. RENN, R.L.S. 3847 DATED JULY 18, 2007 AS FOLLOWS:

BEING ALL OF LOT 7 AND A PORTION OF LOT 8 BLOCK 46-J, CITY OF ST. AUGUSTINE, FLORIDA RECORDED IN THE OFFICIAL RECORDS IN THE CLERK OF THE CIRCUIT COURT OFFICE OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT A POINT ON THE NORTH LINE OF DESOTO PLACE, 142.00 FEET WEST OF THE WEST LINE OF GRANADA STREET, SAID POINT BEING THE SOUTHEAST CORNER OF THE FOLLOWING DESCRIBED PARCEL OF LAND AND THE POINT OF BEGINNING; THENCE RUN NORTH 88 DEGREES 50 MINUTES 45 SECONDS WEST 143.00 FEET TO THE SOUTHWEST CORNER OF DESCRIBED PARCEL; THENCE RUN NORTH 00 DEGREES 23 MINUTES 20 SECONDS EAST 127.27 FEET, TO THE NORTHWEST CORNER OF DESCRIBED PARCEL; THENCE SOUTH 87 DEGREES 50 MINUTES 54 SECONDS EAST 142.50 FEET TO THE NORTHEAST CORNER OF DESCRIBED PARCEL; THENCE SOUTH 00 DEGREES 07 MINUTES 40 SECONDS WEST 124.80 FEET TO THE POINT OF BEGINNING.

EXHIBIT "A"

Parcel 2

The land referred to herein below is situated in the County of St. Johns, State of FL, and described as follows:

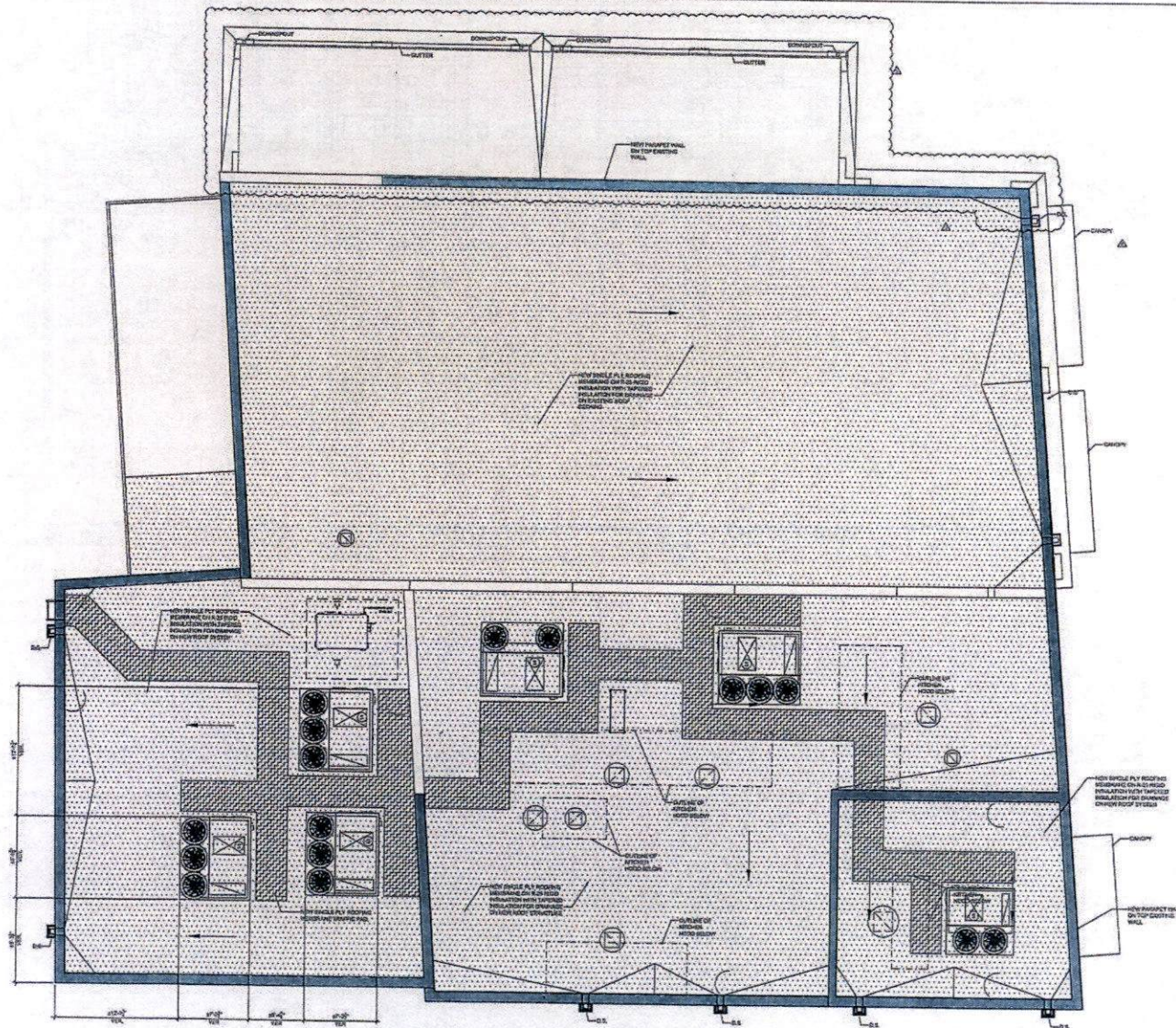
BEGINNING AT A POINT ON THE NORTH LINE OF DESOTO PLACE, 135 FEET WEST OF THE WEST LINE OF GRANADA STREET, SAID POINT OF BEGINNING BEING THE SOUTHWEST CORNER OF PROPERTY OF PARRISH; RUN THENCE WEST ALONG THE NORTH LINE OF DESOTO PLACE 7 FEET TO A POINT, RUN THENCE NORTH AND PARALLEL TO THE EAST LINE OF PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200 AND AT ALL TIMES 7 FEET WEST THEREOF, A DISTANCE OF 124.7 FEET MORE OR LESS TO A FENCE, WHICH FENCE IS THE NORTH LINE OF PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200; RUN THENCE EAST ALONG SAID FENCE LINE 7 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200; RUN THENCE SOUTH AND ALONG EAST LINE OF SAID PROPERTY DESCRIBED IN DEED BOOK 228, PAGE 200, 124.7 FEET TO POINT OF BEGINNING; SAID PROPERTY BEING A PORTION OF BLOCK 46-J, CITY OF ST. AUGUSTINE, FLORIDA.

Together With

BEGINNING AT THE NORTH CORNER OF GRANADA STREET AND PLAZA DE SOTO PLACE, IN THE CITY OF ST. AUGUSTINE, RUNNING THENCE NORTHERLY ON THE WEST LINE OF GRANADA STREET, 123 FEET, MORE OR LESS, TO LAND OF FULLER; THENCE WESTERLY ON FULLER'S SOUTH LINE 127 FEET; THENCE SOUTHERLY PARALLEL WITH THE WEST LINE OF THIS TRACT, KNOWN AS THE "BRAINARD TRACT", 123 FEET MORE OR LESS, TO THE NORTH LINE OF PLAZA DE SOTO PLACE; THENCE EASTERLY ON THE NORTH LINE OF PLAZA DE SOTO PLACE 133 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING. EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND: A STRIP OF LAND BEGINNING 113 FEET NORTH FROM THE SOUTHEAST CORNER OF BUILDING OF BARTOLO GENOVA ON WEST SIDE OF GRANADA STREET, SAID BUILDING BEING LOCATED ON NORTHWEST CORNER OF GRANADA STREET AND DESOTO PLACE, THENCE WEST 127 FEET.

Exhibit B

Elevations and Site Plan



CRONK DUCH
ARCHITECTURE

The McGraw-Hill Companies, 1221 Avenue of the Americas, New York, NY 10020-1398
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ISBN 0-07-326555-5

Code	Value	Unit
1	1000000000	1000000000
2	1000000000	1000000000
3	1000000000	1000000000
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CARD NO. 101
 NAME
 SEX
 AGE
 ADDRESS
 PHONE NO.
 DATE
 TIME
 SIGNATURE

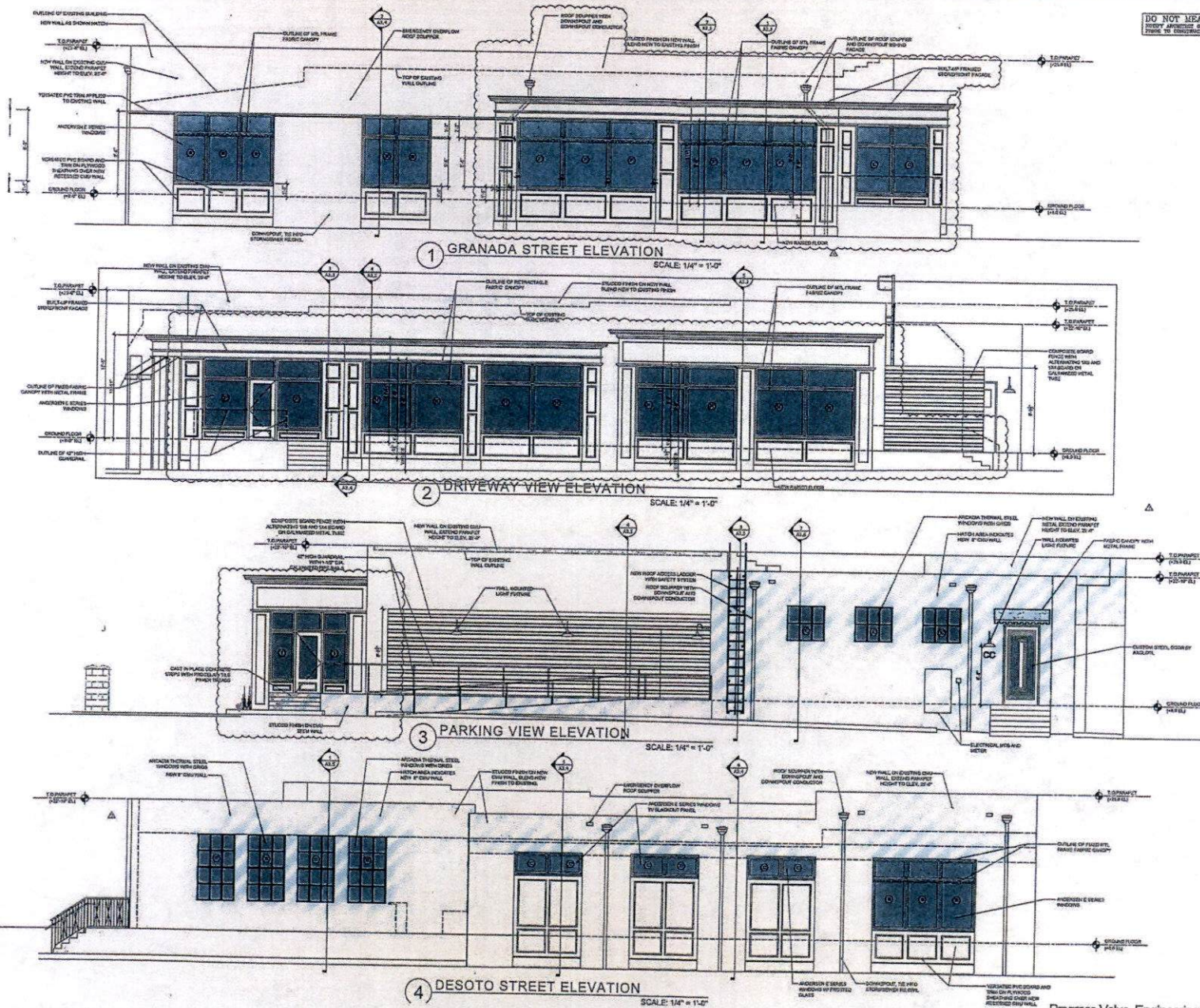
**FRENCH PANTRY
LITTLE MISS HA
ST. AUGUSTINE**

RENOVATION / ADDITION

**26 GRANADA ST.
ST. AUGUSTINE
FLORIDA 32094**

**NEW WORK
ROOF PLAN**

1 NEW WORK ROOF PLAN



DO NOT MEASURE DRAWINGS
VERIFY DIMENSIONS OF ALL AND ALL TO CONSTRUCTION
PRIOR TO CONSTRUCTION, SEE EXISTING RECORDS

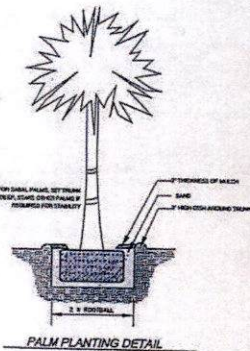
CRONK DUCH
ARCHITECTURE

1017 - 14th Street, Suite 101
St. Augustine, FL 32084
Phone: 321.281.1111
Fax: 321.281.1112
Email: info@cronkduch.com

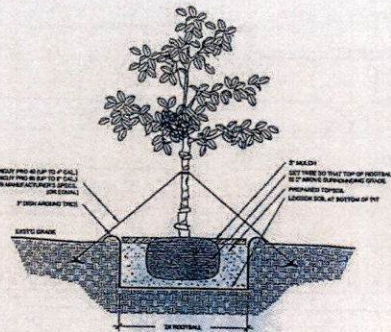
REVISION	DATE	BY	APP'D
1. PRELIMINARY	01/15/11	JD	JD
2. EXISTING	01/15/11	JD	JD
3. REVISIONS	01/15/11	JD	JD



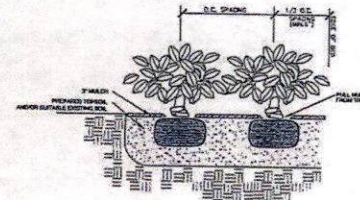
PROJECT NAME: FRENCH PANTRY
LITTLE MISS HA
ST. AUGUSTINE
RENOVATION / ADDITION
14 GRANADA ST.
ST. AUGUSTINE
FLORIDA 32084
ELEVATIONS



PALM PLANTING DETAIL



TREE PLANTING DETAIL



SHRUB PLANTING DETAIL

GENERAL NOTES AND SPECIFICATIONS:

1. The LANDSCAPE CONTRACTOR is responsible for verifying project the conditions and all quantities indicated on these plans before pricing work.
2. All plant material shall be Florida Grade No. 1 or better - nursery grown in accordance to Florida Grades and Standards Handbook.
3. Plants shall be sound, healthy, and vigorous and densely foliated when in bud. They shall be free of disease, insects, eggs, or borers and shall have healthy, well-developed root systems. They shall be free from physical damage or adverse conditions that would prevent future growth.
4. All plants shall be container grown, rooted and balled, and shall be free of any diseases.
5. All plants shall contain the following information in the plant tag:
6. Substitution of plant materials will be permitted unless authorized in writing by the Landscape Architect. If proof is submitted that any plant specified is not obtainable, a proposal will be submitted for one of the nearest equivalent size or variety with corresponding equipment of similar price.
7. The CONTRACTOR shall excavate plant pits according to the drawings, unless otherwise directed.
8. All balled and rooted plant material shall be worked freely, balled, and watered in water and around the rootball to fill all voids.
9. The GENERAL CONTRACTOR shall have full responsibility for proper surface drainage.
10. Planting holes shall be dug or edged to form a uniform drain line between back and front areas.
11. After all plant material is in place and areas have been installed, the areas between plants shall be graded to an even grade in conformance with the general grading plan.
12. All areas are to be installed unless otherwise directed by the LANDSCAPE ARCHITECT, owner or owner's representative. Refer to existing and planting details on the drawings.
13. The LANDSCAPE CONTRACTOR is responsible for all fine grading preparation for planting.
14. Rough grading will be established by the owner's general contractor at approximately 2 low cotton, subgrade, landscape area, moving slope, and subgrade.
15. The CONTRACTOR shall coordinate construction of planting areas with installation of irrigation system.
16. Soil areas shall be St. Augustine grass "Copiah" or "Crescent" (for shaded areas). Other for soil shall be heavy soil in square one foot wide by two feet long. Soil shall be healthy, free of insects, and in natural condition. Dry, loose, and surface soil will be replaced.
17. Soil shall be laid end-to-end in a staggered line to form a uniform layer. All uneven edges shall be properly rounded to allow close and firm fitting of each piece.
18. After grading is completed, the entire area shall be watered by hand or irrigation system in accordance with Best Management Practices.
19. The LANDSCAPE CONTRACTOR is responsible for the maintenance of all plant material on site during and before planting until the work is accepted by the owner or owner's representative.
20. All plants shall be planted by the LANDSCAPE CONTRACTOR in healthy plants and in balled condition of active growth for ninety (90) days from final inspection and acceptance. All trees shall be planted in a staggered line to form a uniform layer. All uneven edges shall be properly rounded to allow close and firm fitting of each piece.
21. The owner, or owner's representative shall have the right to reject any and all areas which in his opinion does not meet with the requirements of the specifications at any stage of the project operation.
22. In general, the work shall proceed as rapidly as the site becomes available. Keep all areas of work clean, neat, and orderly at all times.
23. The site shall be graded to maintain proper surface drainage.
24. Planting areas indicated by the landscape shall be planted with a minimum 4 inch ADS pipe to catch leach, dry well, or approved sub-drain.
25. No fire or hot work shall be done on the site and no construction equipment shall be used on the site to prevent completion.
26. Irrigation system shall be fully installed and provide 100% coverage of all landscape and soil areas within the property.
27. A back flow prevention assembly (BFP) or similar shall be installed on the outside side of the meter house the double check valve back flow prevention meter the site of the house and at least 12" above the ground. Cover exposed piping with weatherproofing.

MINIMUM IRRIGATION DESIGN REQUIREMENTS:

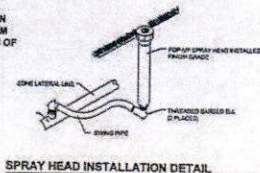
1. Irrigation plans shall be designed by a qualified irrigation designer or registered landscape architect.
2. Right of ways shall be irrigated from back of curb to the property line.
3. A modulus watering device is superior to a conventional rain system and shall be used in all landscapes to reduce water usage as required by state law.
4. It is recommended that zones for low, medium and high water use shall be established.
5. A back flow prevention assembly (BFP) or similar shall be installed on the outside side of the meter house the double check valve back flow prevention meter the site of the house and at least 12" above the ground. Cover exposed piping with weatherproofing. Cover such as the "back flow" or plastic cover used to eliminate and protect the BFP are encouraged. Refer to the plan.
6. One irrigation is encouraged of the base of trees to reduce water usage. Follow manufacturer's recommendations for radius, dry lines and distribution hubs.
7. Irrigation controls shall be weatherproofed and mounted in the exterior service coat.
8. All controllers shall be out of view.
9. Irrigation systems shall be fully automatic and provide 100% coverage of all landscape and soil areas within the property.
10. It is recommended that automatic control valves be placed in valve boxes along the water main. Valve boxes shall not be covered over with soil or muck or placed within a bed line.

100% IRRIGATION COVERAGE SHALL BE PROVIDED TO ALL LANDSCAPE AREAS.

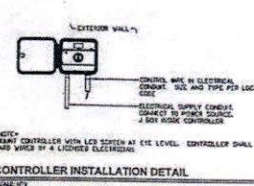
WATER SOURCE: WATER FROM METER. ANTICIPATED 40-50 PSI. LOCATION TO BE DETERMINED.

RAIN SENSOR: SYSTEM SHALL BE PROVIDED WITH A RAIN SENSOR.

ALL PLANT MATERIAL TO BE WATERED VIA AUTOMATIC IRRIGATION SYSTEM UNTIL ESTABLISHED. AFTER ESTABLISHMENT THE SYSTEM SHALL BE UTILIZED FOR SUPPLEMENTAL WATER DURING PERIODS OF EXTREME HEAT AND/OR DROUGHT.



SPRAY HEAD INSTALLATION DETAIL



CONTROLLER INSTALLATION DETAIL



ZONE VALVE INSTALLATION DETAIL

36 GRANADA
PUD MODIFICATION
ST AUGUSTINE, FLORIDA



LANDSCAPE DETAILS & NOTES

DATE: 7.19.22

REVISIONS:		
No.	Date	Notes

APPROVAL DOCUMENTS

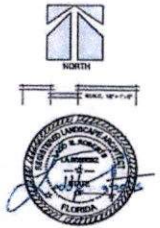
SHEET NUMBER:

L-2

JOB #: 21007 DRAWN BY: LBR
SEE DRAWING FOR PROPERTY OF LANDSCAPE ARCHITECT. ALL RIGHTS RESERVED. PROVISIONS FOR CONTRACT. THE CONTENTS OF THIS DRAWING ARE CONFIDENTIAL AND SHALL NOT BE TRANSMITTED TO ANY OTHER PARTY WITHOUT THE WRITTEN PERMISSION OF LANDWISE DESIGN, INC.
© 2022 LANDWISE DESIGN, INC.

LANDWISE
DESIGN
INC.

**36 GRANADA
PUD MODIFICATION
ST AUGUSTINE, FLORIDA**



LIGHTING & SLEEVING PLAN

DATE: 7.19.22

REVISIONS:		
No.	Date	Notes

**APPROVAL
DOCUMENTS**

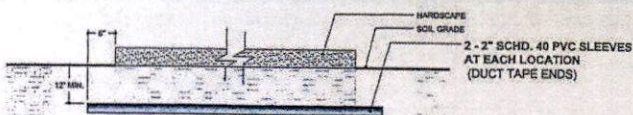
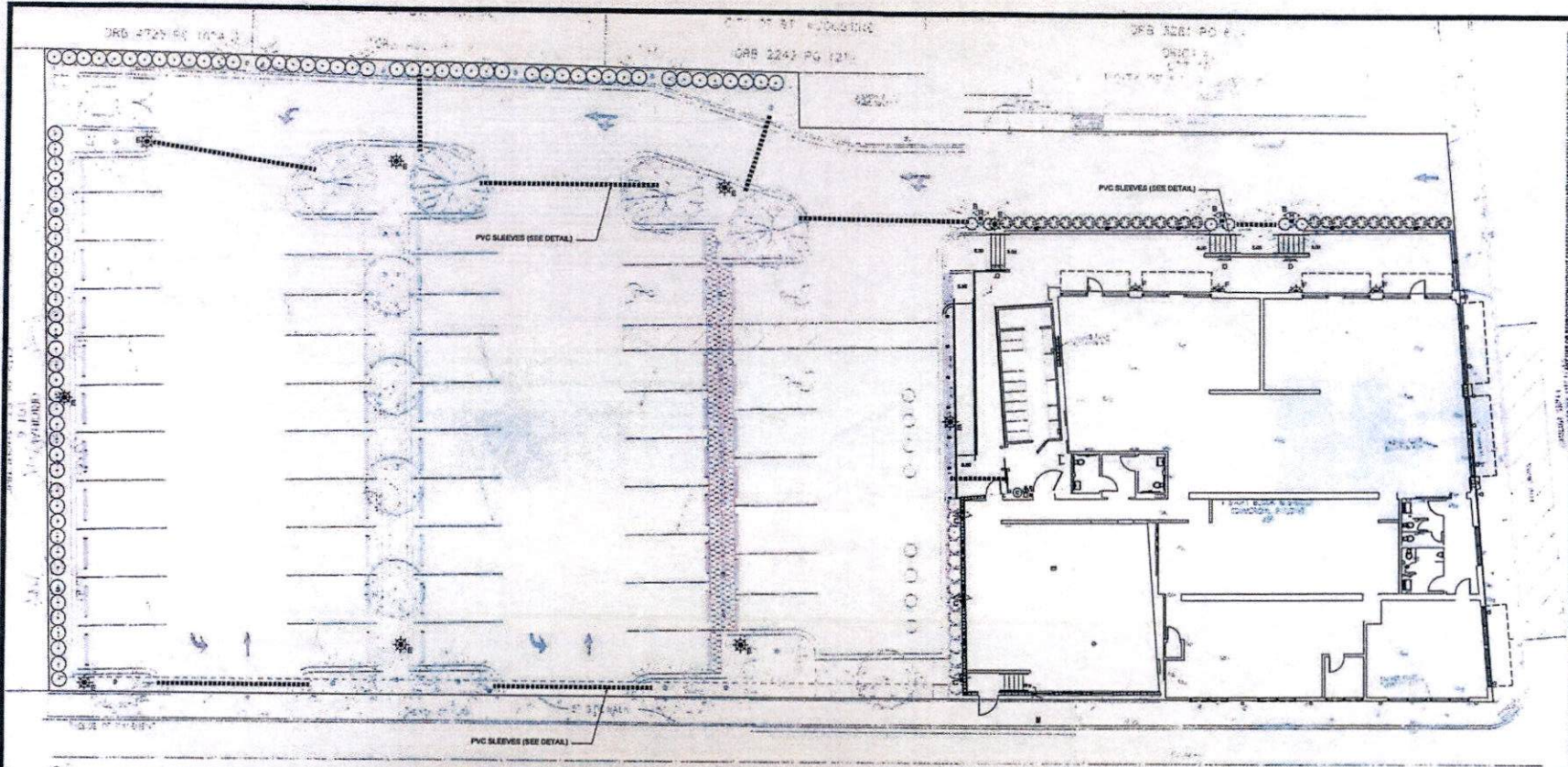
SHEET NUMBER:

L-3

JOS R-21007 DRAWN BY: LBR
SEE DRAWING FOR THE PURPOSE OF SERVICE AND PROPERTY OF LANDWISE DESIGN, INC.
UNLESS OTHERWISE PROVIDED FOR BY CONTRACT, THE
DESIGN OF THIS PROJECT IS THE PROPERTY OF LANDWISE DESIGN, INC.
AND SHALL REMAIN THE PROPERTY OF LANDWISE DESIGN, INC.
NOT BE TRANSFERRED TO ANY OTHER PARTY EXCEPT AS
NOTED BY LANDWISE DESIGN, INC.

**LANDWISE
DESIGN**

1000 W. UNIVERSITY BLVD., SUITE 100, ST. AUGUSTINE, FL 32080



TYPICAL SLEEVE DETAIL

INDICATES LOCATION ON PLAN
SLEEVES ARE FOR IRRIGATION AND LOW VOLTAGE LIGHTING ONLY

LIGHTING PLAN NOTE:

THIS PLAN IS FOR BIDDING PURPOSES AND LIGHTING INTENT ONLY.
ALL LIGHTING FIXTURES, TRANSFORMERS, WIRE RUNS, SLEEVING,
LOAD CALCULATIONS, VOLTAGE AND RELATED ELEMENTS ARE TO
BE FINALIZED BY THE LIGHTING CONTRACTOR.

POLE LIGHTS AND WALL SCONCES TO BE LINE-VOLTAGE.

LANDSCAPE LIGHTING TO BE LOW VOLTAGE, KICHLER PRODUCTS.

IF CERTAIN PHOTOMETRIC CRITERIA NEEDS TO BE ACHIEVED, AN
ELECTRICAL ENGINEER NEEDS TO BE CONSULTED FOR ANALYSIS
AND PHOTOMETRIC CALCULATIONS.

LIGHTING LEGEND

- | | | |
|---|---|--|
| 1 | ⊙ | PATH LIGHT |
| 2 | ⊙ | 12V LED UP-LIGHT (004) (0104) |
| 3 | ⊙ | 12V LED UP-LIGHT (004) (0104) |
| 4 | ⊙ | 12V Spot Light |
| 5 | ⊙ | POLE LIGHT (BY OTHERS - LINE VOLTAGE) (PHOTOMETRIC ANALYSIS BY OTHERS) |
| 6 | ⊙ | WALL LIGHT (BY OTHERS - LINE VOLTAGE) (PHOTOMETRIC ANALYSIS BY OTHERS) |
| 7 | ⊙ | 12V DUPLEX OR RECEPTACLE - VERIFY LOCATION WITH ARCHITECT |
| 8 | ⊙ | WIRING RUNS, CIRCUITS BY OTHERS |
| 9 | ⊙ | CONTROLLER / LIGHTING CLOCK |

Attachment 5:
Proposed Amendment to PUD Text
Language

- d. Maximum lot width: None
- e. Maximum lot coverage: 75 percent for the Parcel 1 Property (existing)
- f. Parking: Parking will be provided onsite and will meet the requirements of the City's 2020 Land Development Regulations, AS AMENDED FROM TIME TO TIME.

Parking among the various uses within the PUD will be shared. Parking is shown on the attached conceptual site plan. Primary access to parking shall be off Granada.

Parking will be provided in the existing surface lots on the Property. Uses in project include coffee shop, bakery and restaurants. Those uses have parking requirements that vary depending on time of day and day of week.

Signage: Project signage will be categorized as Commercial Zone 1, the requirements for which are set forth in Section 3-66(c) of the Code. Notwithstanding, the Owner shall paint the historic sign shown on the attached elevations on one side of the building, which shall not be counted against the maximum number of square feet of signage permitted under the Code, because it is for historical and decorative purposes and does not advertise any business located in the building. The size, location and scope of this historic sign is shown on the attached elevations.

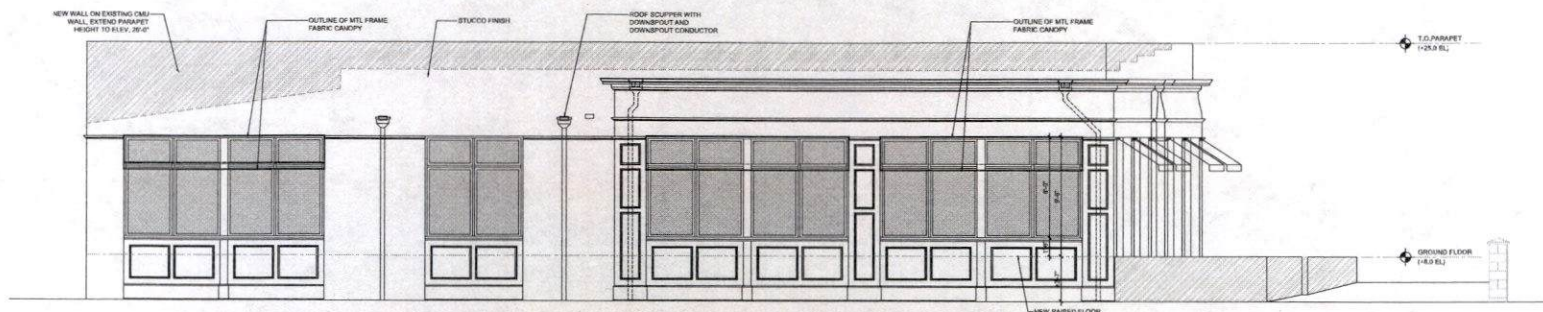
- g. Roads: No internal roads are being provided in the PUD.
- h. Sidewalks: No internal sidewalks are being provided in the PUD.
- i. Stormwater: Parcel 1 of the project is exempt from stormwater requirements as an existing facility with no additional impervious surfaces proposed. Parcel 2 will comply with City Code regarding stormwater requirements.
- j. Lighting: Project lighting shall comply with applicable Code provisions.
- k. Accessory Uses: Project accessory uses shall comply with applicable Code provisions.
- l. Temporary Uses: Project temporary uses shall comply with applicable Code provisions. Temporary offices and construction trailers shall be allowed on Property during construction of any building and may be moved throughout the site if necessary but shall be removed within 30 days of issuance of a final Certificate of Occupancy by the City for the final building within the Property. Parking may be

Attachment 6:
Proposed Amendment to DeSoto Place
Building Elevation

DO NOT MEASURE DRAWINGS
NOTIFY ARCHITECT OF ANY AND ALL DISCREPANCIES
PRIOR TO CONSTRUCTION. SEE GENERAL NOTES

CRONK DUCH
ARCHITECTURE

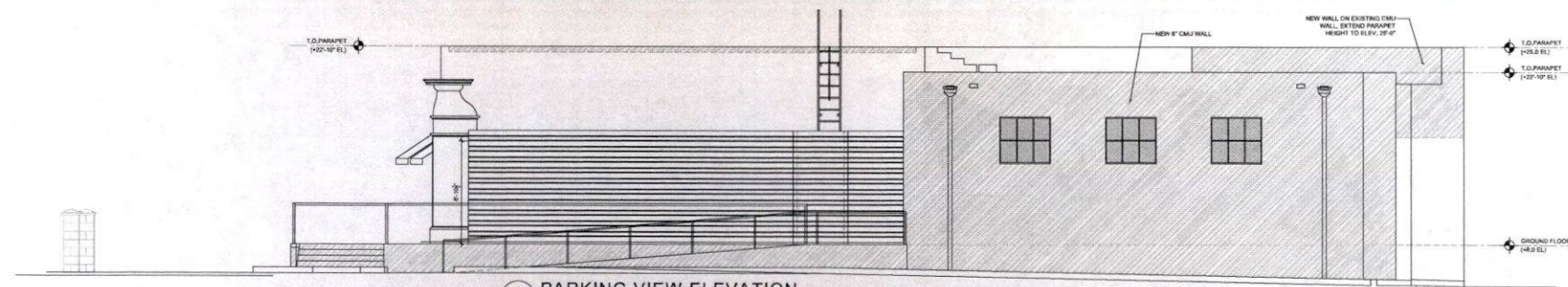
1015 San Mateo Street, Suite 101, St. Augustine, FL 32080
386.281.1111
www.cronkduch.com



1 GRANADA STREET ELEVATION
SCALE: 1/4" = 1'-0"



2 DRIVEWAY VIEW ELEVATION
SCALE: 1/4" = 1'-0"



3 PARKING VIEW ELEVATION
SCALE: 1/4" = 1'-0"



4 DESOTO STREET ELEVATION
SCALE: 1/4" = 1'-0"

REVISION: DATE

ARCHITECT'S SEAL

SADD. BWO. FILE NO.

SCALE: SEE DRAWING

ADD. USER: 01

1011

GENERAL DESCRIPTION:

PROJECT PHASE: SCHEMATIC DESIGN

PROJECT NUMBER:

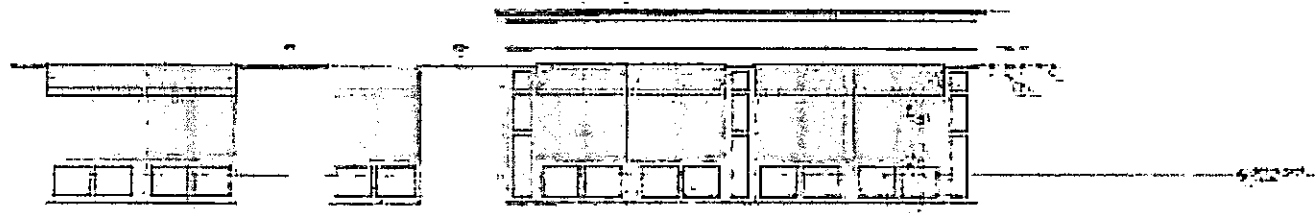
FRENCH PANTRY
LITTLE MISS HA
ST. AUGUSTINE
NEW CONSTRUCTION

36 GRANADA ST.
ST. AUGUSTINE
FLORIDA 32084

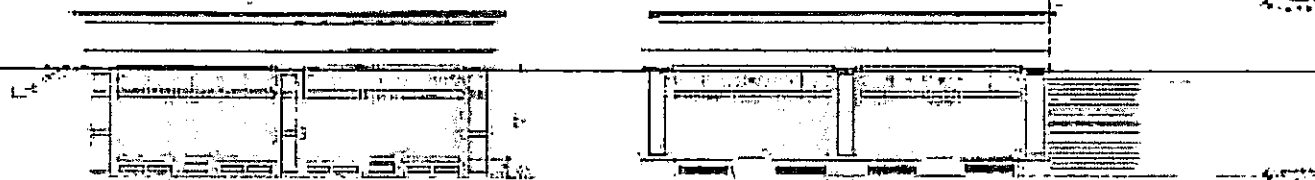
ELEVATIONS

A2.1

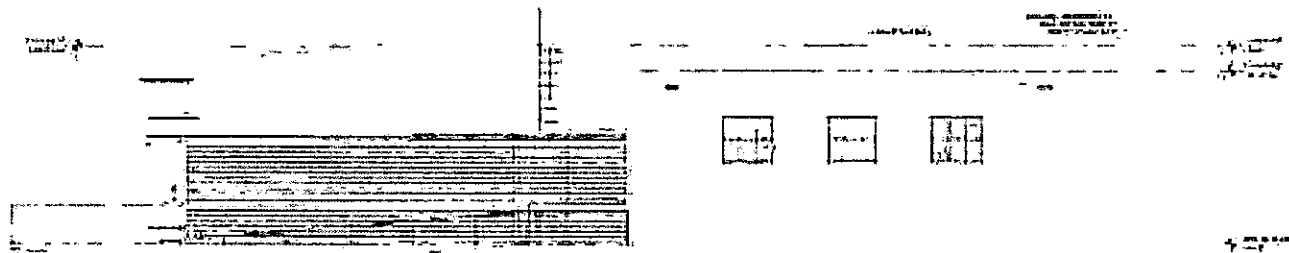
Progress Print - 08.05.2022



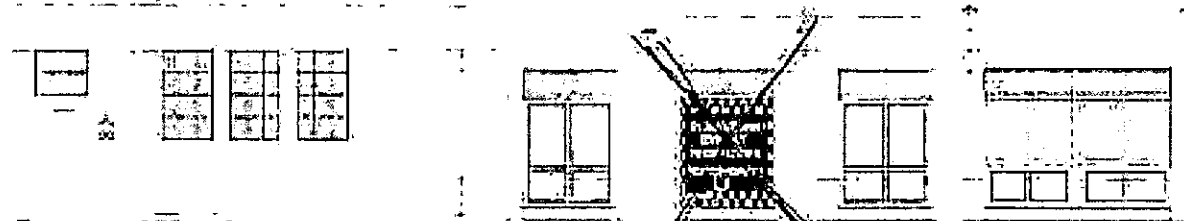
1 GRANADA STREET ELEVATION



2 DRIVEWAY VIEW ELEVATION



3 PARKING VIEW ELEVATION



4 DEEDO STREET ELEVATION

CRONK DUCH

REDACTED PROJECT
LITTLE ROCK, AR
ST. MICHAEL'S
CA. 1900-1910

LEV. 470000

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: May 16, 2025

RE: Agenda Item: FDOT Reimbursement Agreement and Resolution 2025-14

The City of St. Augustine is coordinating with the Florida Department of Transportation (FDOT) to ensure the protection of the two historic Medici Lion statues during the upcoming FDOT Seawall Improvement Project. Based on FDOT recommendation, they have allocated \$100,000 for the removal, conservation, storage, and reinstallation of the statues.

FDOT has drafted a Reimbursement Agreement for execution by the City. Adoption of both the agreement and Resolution 2025-14 is required to authorize the City Manager to sign all related documents and execute the project.

Staff recommends approval of the Reimbursement Agreement and adoption of Resolution 2025-14.

If you concur with this matter, please place this item on the June 9th City Commission agenda under Section 9.B. Ordinances and Resolutions for consideration and potential adoption of the accompanying resolution.



Jacob Webber
Grants Administration Coordinator, General Services

JTW

Encl: Resolution 2025-14
FDOT Reimbursement Agreement

xc: R. Franklin, Assistant City Manager
C. Sakryd, Director, General Services
I. Lopez, City Attorney

RESOLUTION NO. 2025-14

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE A REIMBURSEMENT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR THE CITY OF ST. AUGUSTINE TO FACILITATE THE REMOVAL, CONSERVATION, AND REINSTALLATION OF THE LION STATUES LOCATED ADJACENT TO THE BRIDGE OF LIONS FOR THE SEAWALL IMPROVEMENT PROJECT.

WHEREAS, the Florida Department of Transportation has proposed a Reimbursement Agreement, not to exceed \$100,000.00, to the City of St. Augustine for the removal, conservation and reinstallation of the lion statues located adjacent to the Bridge of Lions; and

WHEREAS, the Agreement requires the City of St. Augustine to adopt a Resolution authorizing its City Manager to execute such Agreement; 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, THAT:

Section 1. The City Commission of the City of St. Augustine, Florida, hereby authorizes the City Manager to execute the State of Florida, Department of Transportation, Reimbursement Agreement.

Section 2. The City shall complete the requirements within the Agreement before the commencement and after the completion of the Seawall Project.

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

CITY OF ST AUGUSTINE

Nancy Sikes-Kline, Mayor-Commissioner

ATTEST:

Darlene, Galambos, City Clerk
(Seal)

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into by and between the State of Florida Department of Transportation ("Department") and the City of St. Augustine ("Agency" or "Recipient").

-RECITALS-

1. Pursuant to Financial Project Number **428271-2-53-01** ("Project"), the Agency will facilitate the removal, scanning, molding, conserving, storing, reinstalling, and other associated work with the two (2) marble Lions sculptures ("Lions") on the West Side of the Bridge of Lions located in St. Augustine, Florida, to accommodate, the Department's separate seawall improvement project, , as further described in attached **Exhibit "A"** ; and
2. The Department is fee simple owner of State Road 5 / A1A ("SR 5A"); and
3. The Agency owns the Lions and property for which they are placed; and
4. The Project is located within the Agency's jurisdictional limits with impacts to the Department's right of way; and
5. The Department shall fund the Project in accordance with the Schedule of Financial Assistance as more particularly shown in **Exhibit "B"** and Contract Payment Requirements in **Exhibit "F"**; and
6. The Department's ability to fund the Project is wholly contingent upon appropriation of funds to the Department; and
7. The Agency, by resolution, which is attached as **Exhibit "C"**, has authorized execution of this Agreement on its behalf; and

NOW THEREFORE, with full knowledge and understanding of the laws governing the subject matter of this Agreement, and in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, the parties, intending to be legally bound, acknowledge and agree as follows:

1. RECITALS AND EXHIBITS

The above recitals and attached exhibits are specifically incorporated by reference and made part of this Agreement.

2. EFFECTIVE DATE

The "Effective Date" of this Agreement shall be the date the last of the parties to be charged executes the Agreement.

3. TERM

The Agency shall complete the Project, inclusive of Final Acceptance by the Department, on or before **December 31, 2028** ("Expiration Date") **and in accordance with the schedule established in Exhibit A.** In the event the Agency does not complete the Project by the Expiration Date, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the Expiration Date is requested by the Agency and agreed to by both parties in writing prior to close of business on the Expiration Date. Expiration of this agreement will be considered termination of the Project. The cost of any work performed after the Expiration Date of this Agreement will not be reimbursed by the Department.

4. E-VERIFY

The Agency (A) shall 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 (B) shall 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.

5. COMPLIANCE

The Agency shall perform the Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions hereof and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards, specifications and permits, as the same may be constituted and amended from time to time, including, without limitation, those of the Department, Water Management District with requisite jurisdiction, Florida Department of Environmental Protection, Environmental Protection Agency, Army Corps of Engineers, United States Coast Guard and local governmental entities ("Governmental Law").

6. PROJECT FUNDING AND AUDITS

A. The Department's maximum participation shall be an amount up to and not to exceed One Hundred Thousand Dollars and 0/100 Dollars (**\$100,000.00**) ("Maximum Participation Amount"). Funding shall be programmed as One Hundred Thousand Dollars and 0/100 Dollars (\$100,000.00). The Agency agrees to bear all expenses in excess of the Department's Maximum Participation Amount, as outlined in **Exhibit "B"**.

1. The Agency shall submit all invoices for payment to D2.LGP_invoicing@dot.state.fl.us immediately upon receipt by the Agency of the same.

2. The Parties agree that at such time as the Department has reached the Maximum Participation Amount, the Agency shall immediately bear all expenses in excess of the Maximum Participation Amount from that point forward.

B. Invoices for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit. Specifically, the Agency shall be required to comply as follows:

RECORDS RETENTION: The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least five (5) years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The Agency shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five (5) years from the date the audit report is issued, unless extended in writing by the Department.

7. COMPENSATION AND PAYMENT

a. The Department shall reimburse the Agency for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. 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"**. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly 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"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Agency shall include an invoice, progress report and supporting documentation for the period of services 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 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"** 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.

e. **Travel expenses are not compensable under this Agreement.**

- f. 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 this box is selected, advance payment is authorized for this Agreement and Exhibit "G", Alternative Advance Payment Financial Provisions is attached and incorporated into this Agreement.

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 to the extent of the non-performance. The Agency will not be reimbursed until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the unpaid reimbursement request(s) 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.

Recipients of financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred 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 and costs incurred are received, inspected, 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 Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to the 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 an Agency or Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

- g. 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 documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient'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.
- h. **Progress Reports.** Upon request, the Agency agrees to provide progress reports along with invoices no more often than monthly and no less than quarterly 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.
- i. 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 which it has with the Agency owing such amount if, upon 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.

- j. 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.
- k. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance 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 Recipient. See **Exhibit "B"** 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 Recipient, in writing, when funds are available.
- l. 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."

- m. Any funds made available to the Agency by the Department pursuant to this Agreement which 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.

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 prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved **Schedule of Financial Assistance in Exhibit "B"** for the Project, 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 arrangements which have not been approved in writing by the Department.

8. PLACEMENT ON 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.

9. COMPLETION OF THE PROJECT

A. If the Agency abandons or, before completion, discontinues the Project, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Agency is rendered improbable, infeasible, impossible, or illegal, the Department will, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Department may terminate any or all of its obligations under this Agreement.

B. Upon final payment to the contractor for the entire Project, the Agency shall, within one hundred twenty (120) days, furnish the Department with two (2) copies of its final and complete billing of all cost incurred in connection with the work performed hereunder, such statement to follow as closely as possible the order of items contained in the job estimate. The final billing shall show the description and site of the Project; the date on which the first work was performed or the date on which the earliest items of billed expense was incurred; the date on which the last work was performed or the last item of billed expense was incurred; and the location where records and accounts billed can be audited. Records of costs incurred under 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 (5) years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred includes the Agency's general accounting records and the project records, together with supporting documents and records, or 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.

10. ACCESS TO RECORDS

A. The Department reserves the right to unilaterally cancel this Agreement for refusal by the contractor or Agency to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes and made or received in conjunction with this Agreement.

B. The Agency shall make the project records available to the Department for inspection and shall require its consultants to permit the Department's authorized representatives to inspect all work, payrolls, records, and to audit the books, records and accounts pertaining to the financing, development and construction of the Project.

11. COMPLIANCE WITH ENVIRONMENTAL REGULATIONS

Execution of this Reimbursement Agreement constitutes a certification by the Agency that the Project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. The Agency will be solely responsible for any liability in the event of the Agency's non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse the Department for any loss incurred as a result of such Agency non-compliance.

12. INDEMNIFICATION

A. The Agency shall, subject to the limitations set forth in Section 16 below, promptly defend, indemnify, hold the Department harmless from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, costs, losses, penalties, construction delay costs / penalties, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, arising out of or related to the Agency's acts or omissions ("Liabilities"). The term "Liabilities" shall also specifically include all civil and criminal environmental liability arising, directly or indirectly under any Governmental Law, including, without limitation, liability under the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Clean Air Act ("CAA") and the Clean Water Act ("CWA"). The Agency's duty to defend, indemnify and hold the Department harmless specifically does not encompass indemnifying the Department for the Department's negligence, intentional or wrongful acts, omissions or breach of contract.

B. The Agency shall notify the Department in writing immediately upon becoming aware of any Liabilities. The Agency's obligation to defend, indemnify and hold the Department harmless from any Liabilities, or at the Department's option to participate and associate with the Department in the defense and trial of any Liabilities, including any related settlement negotiations, shall be triggered by the Department's written notice of claim for indemnification to the Agency. The Agency's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph.

13. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY

Nothing in this Agreement shall be deemed or otherwise interpreted as waiving either party's sovereign immunity protections, or as increasing the limits of liability set forth in §768.28, Florida Statutes, as the same may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the Department's limits of liability set forth in sections 376.305 and 337.27(4), Florida Statutes, as the same may be amended from time to time. The limit of the Department's liability for breach of this Agreement shall be identical to the limitations of liability for tort actions set forth in §768.28(5), Florida Statutes.

14. GOVERNING LAW

This Agreement shall be governed in all respect by the laws of the State of Florida.

15. INITIAL DETERMINATION OF DISPUTES

The Department's District Two Secretary ("District Secretary") shall act as the initial arbiter of all questions, difficulties, and disputes concerning the interpretation, validity, performance or breach of the Agreement.

16. VENUE AND JURISDICTION

A. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of the Agreement that are not resolved to the mutual satisfaction of the parties by the Department's District Secretary shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

B. The Agency and all persons and entities accepting an assignment of this Agreement, in whole or in part, shall be deemed as having consented to personal jurisdiction in the State of Florida and as having forever waived and relinquished all personal jurisdiction defenses with respect to any proceeding related to the interpretation, validity, performance or breach of this Agreement.

17. JURY TRIAL

The parties hereby waive the right to trial by jury of any dispute concerning the interpretation, validity, performance or breach of the Agreement, including, without limitation, damages allegedly flowing therefrom.

18. ASSIGNMENT

The Agency shall not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the Department's District Secretary or his/her designee. The Department has the sole discretion and authority to grant or deny proposed assignments of this Agreement, with or without cause. Nothing herein shall prevent the Agency from delegating its duties hereunder, but such delegation shall not release the Agency from its obligation to perform the Agreement.

19. THIRD PARTY BENEFICIARIES

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is intended to confer any rights, privileges, benefits, obligations or remedies upon any other person or entity except as expressly provided for herein.

20. VOLUNTARY EXECUTION OF AGREEMENT

Each party warrants and represents to the other: (i) that it understands all of the rights and obligations set forth in the Agreement and the Agreement accurately reflects the desires of said party; (ii) each provision of the Agreement has been negotiated fairly at arm's length; (iii) it fully understands the advantages and disadvantages of the Agreement and executes the Agreement freely and voluntarily of its own accord and not as a result of any duress, coercion, or undue influence; and (iv) it had the opportunity to have independent legal advice by counsel of its own choosing in the negotiation and execution of the Agreement.

21. ENTIRE AGREEMENT

This instrument, together with any exhibits and documents made part hereof by reference, contains the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in the Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of the Agreement, and any part hereof, are waived, merged herein and superseded hereby.

22. EXECUTION OF DOCUMENTS

The parties agree that they shall promptly execute and deliver to the other all documents necessary to accomplish the intent and purpose of the Agreement and shall do all other acts to effectuate the Agreement.

23. SUFFICIENCY OF CONSIDERATION

By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in the Agreement and forever waive the right to object to or otherwise challenge the same.

24. WAIVER

The failure of either party to insist on the strict performance or compliance with any term or provision of the Agreement on one or more occasions shall not constitute a waiver or relinquishment thereof and all such terms and provisions shall remain in full force and effect unless waived or relinquished in writing.

25. INTERPRETATION

No term or provision of the Agreement shall be interpreted for or against any party because that party or that party's legal representative drafted the provision.

26. CAPTIONS

Paragraph title or captions contained herein are inserted as a matter of convenience and reference and in no way define, limit, extend or describe the scope of the Agreement, or any provision hereof.

27. SEVERANCE

If any section, paragraph, clause or provision of the Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of the Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principal purposes of the Agreement remain enforceable.

28. COMPUTATION OF TIME

In computing any period of time prescribed in the Agreement, the day of the act, event or default from which the designated period of time begins to run, shall not be included. The last day of the period shall be included unless it is a Saturday, Sunday or legal holiday, in which event the period shall run until the end of the next day which is not a Saturday, Sunday or legal holiday.

29. MODIFICATION OF AGREEMENT

A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement.

30. PUBLIC RECORDS

Agency shall comply with Chapter 119, Florida Statutes. Specifically, the Agency shall:

A. Keep and maintain public records that ordinarily and necessarily would be required by the Department to perform this Agreement.

B. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of the Agreement if Agency does not transfer the records to the Department.

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

Failure by Agency to act in accordance with Chapter 119 and the foregoing shall be grounds for immediate unilateral cancellation of this Agreement by the Department. Agency shall promptly provide the Department with a copy of any request to inspect or copy public records as pertains to this Agreement or the Project described herein that are the in possession of Agency and Agency shall promptly provide the Department a copy of Agency's response to each such request.

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

District 2
386-758-3727
D2prcustodian@ dot.State.FL.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

31. COMPLIANCE WITH STATUTE

The Agency agrees to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

IN WITNESS WHEREOF, the Agency has caused this Agreement, consisting of fifteen (15) pages, to be executed on its behalf this _____ day of _____, 2025, by the City of St Augustine, Florida, authorized to enter into and execute same by Resolution Number _____ attached hereto as **Exhibit "C"**, and the Department has executed this Agreement through its District Secretary for District Two, Florida Department of Transportation, this _____ day of _____, 2025.

CITY OF ST AUGUSTINE

WITNESS: _____

Print: _____

BY: _____

Mayor, City of St Augustine

Legal Review:

Legal Counsel for Agency

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST: _____
OFFICE OF DISTRICT 2 SECRETARY

BY: _____
DISTRICT 2 SECRETARY

Legal Review:

Legal Counsel for Department

EXHIBIT "A"
(PROJECT DESCRIPTION AND RESPONSIBILITIES)

This exhibit forms an integral part of that certain Construction Reimbursement Agreement between the State of Florida Department of Transportation (Department) and the City of St. Augustine (Agency), dated _____.

PROJECT LOCATION:

SR 5A / A1A at west side of the Bridge of Lions

PROJECT DESCRIPTION AND RESPONSIBILITIES:

Facilitate the removal, scanning, molding, conserving, storing, reinstalling, and other associated work with the two (2) Lions from the West Side of the Bridge of Lions to accommodate the Department's separate seawall improvement project.

The Agency shall commence the Project activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

Removal of the Lions to be completed by January 31, 2026, prior to the Department's Seawall Project FPID 428271-2-52-01.

Replacement of the Lions to commence upon the Department's Final Acceptance of the Seawall Project FPID 428271-2-52-01

Final Contract Completion for the purposes of this agreement is on or before December 31, 2028

Time Extension is granted only for circumstances beyond the Agency's control.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

The Agency shall obtain appropriate permits and approvals prior to commencement of the removal and prior to the commencement of the replacement of the Lions.

**(SCHEDULE OF FINANCIAL ASSISTANCE)
EXHIBIT B**

City of St Augustine 75 King Street St Augustine, FL 32084	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION REIMBURSEMENT AGREEMENT	Financial Project ID: 428271-2-53-01
		Contract Number:

PROJECT DESCRIPTION

Name: Removal and storage of the two (2) Lions on the west side of the Bridge of Lions prior to the FDOT Seawall project and replace them both after construction.

Termini: State Road 5 / A1A ("SR 5A")

Scope of Work: Facilitate the removal, scanning, molding, conserving, storing, reinstalling, and other associated work with the two (2) Lions from the West Side of the Bridge of Lions to accommodate the Department's separate seawall improvement project.

TYPE OF WORK By Fiscal Year	(1) TOTAL PROJECT ESTIMATE FUNDS (100%)	(2) AGENCY FUNDS (0%)	(3) STATE & FEDERAL FUNDS (100%)
Removal, Storage and Replacement of the Lions from Bridge of Lions Phase 53 <u>2026-2027</u>	<u>\$100,000</u> 		<u>\$100,000</u>
Total Cost of Department's Participation	\$100,000		\$100,000

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, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Kim Evans
District Grant Manager Name

Signature Date

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:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. 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.

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.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). 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 DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which 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://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

EXHIBIT “C”
(Resolution)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice Mayor and City Commissioners

DATE: June 9, 2025

RE: **Resolution 2025-18 Purchase of 160 Marine Street**

The property at 160 Marine Street (PID # 201220 0000, 201220 0010), is a vacant, marshfront property on Marine Street. This property is one of three properties that are critical for the city to construct a flood wall for the protection of the south portion of the downtown area. The City Commission recently authorized the use of eminent domain to acquire easements for the construction and maintenance of the flood wall on this property and the owner has responded with an offer to sell the property to the city.

The property owner, Ms. Nye-Islam has made a written offer to sell the property thru her attorney, Mr. Brett Trensfieldt, for \$1,475,00.00. (see attached) This is inclusive of their attorney fees and the offer also requires the city to pay ordinary closing costs. The appraised value of the property is \$1,284,000.00. (see attached)

The City Code has procedures for purchasing real estate in **Sec. 2-2. - Real estate acquisition procedures**. This section allows the City Commission to purchase real estate above the appraised value if the property is of "paramount public purpose or essentiality needs of the city".

"Sec. 2-2(4) Paramount public purpose or essential government need real estate purchase: Evidence of valuation, justification by city manager of paramount public purpose or essentiality needs of the city for the particular purchase, negotiated agreement with seller, findings and approval by the city commission. This category of real estate purchase may be approved by the city commission due to an identified essential need for the purchase even if the purchase price exceeds the evidence of valuation."

If the city were to purchase the property, it will **save** the costs of our legal fees in pursuing eminent domain for the flood wall and **save** the costs of acquiring the easements that we would be paying to the property owner. Statutorily, the city is responsible of paying the legal fees of the property owner's attorney when the eminent domain process has commenced and those fees are included in the \$1,475,000 purchase price.

- Estimated savings of legal fees to our attorney - \$33,000.00
- Cost savings for not having to purchase the easements - \$195,426.00
- Total cost savings - \$228,426.00

This property is suitable as a construction staging area for the Lake Maria Sanchez Drainage Improvements Project. After the project has been completed, the city can sell this lot, which will include a new flood wall and perpetual maintenance easement. The flood wall and maintenance easement should increase the value of the property.

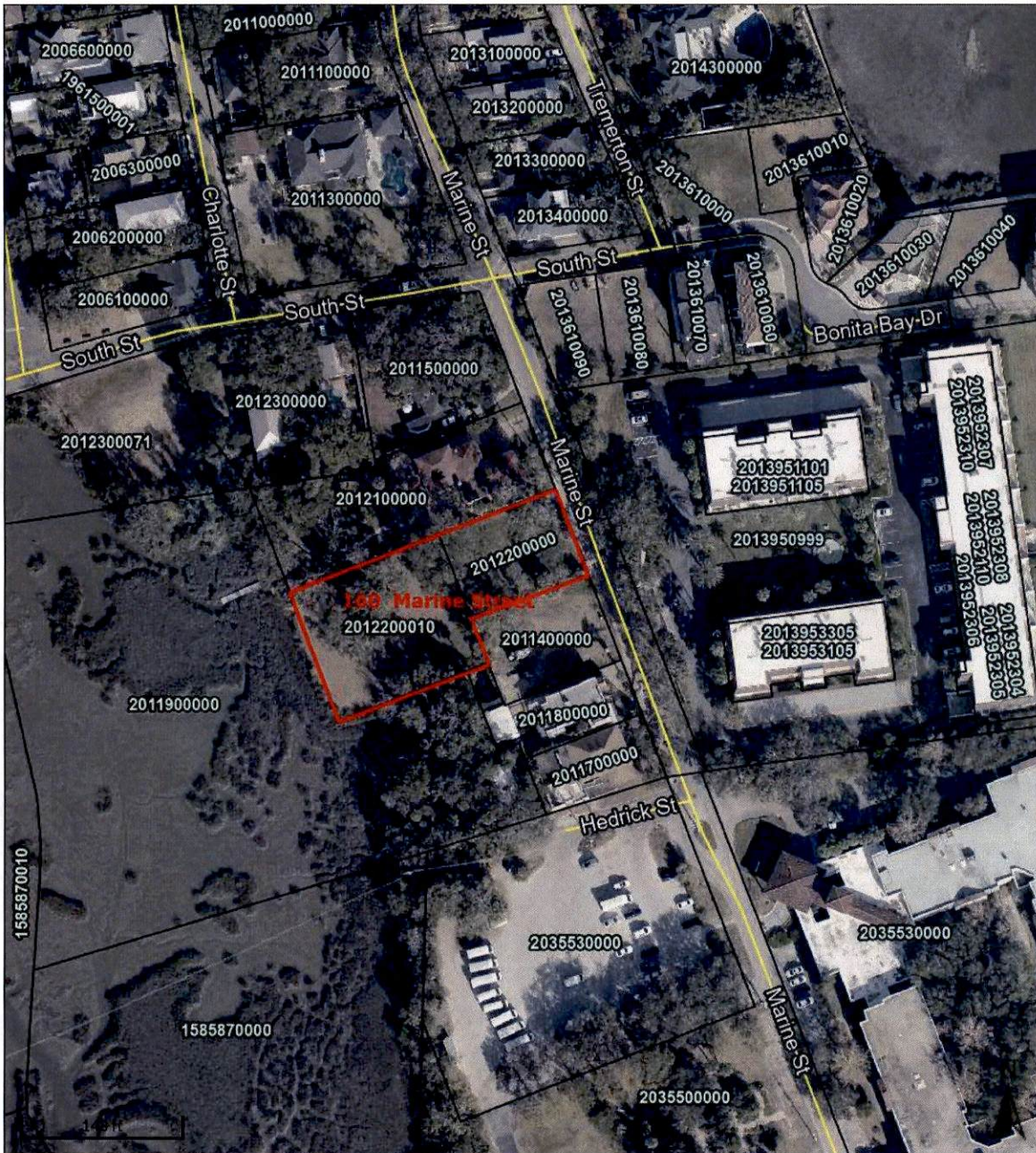
The funds necessary to purchase this property are available from the General Fund Reserves if the City Commission chooses to purchase this property. This resolution authorizes the City Manager to act as the city's agent for the real estate transaction.

If you have any questions, please let me know.

A handwritten signature in blue ink, reading "David Birchim".

David Birchim
City Manager

attachments



Overview



Legend

□ Parcels

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RESOLUTION 2025-18

A RESOLUTION OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA APPROVING THE PURCHASE OF APPROXIMATELY 0.58 ACRES OF LAND AT 160 MARINE STREET (PID # 201220 0000 AND 201220 0010) FOR CONSTRUCTION OF A FLOOD WALL AND USE AS A CONSTRUCTION STAGING AREA AND AUTHORIZING CITY MANAGER, DAVID BIRCHIM, TO ACT AS THE CITY REPRESENTATIVE FOR THIS TRANSACTION.

WHEREAS, the staff of the City of St. Augustine and the City Commission recognize the necessity of building a flood wall that protects the community from flooding events as a critical infrastructure need; and

WHEREAS, the construction of a flood wall at 160 Marine Street (PID # 201200 0010 and PID# 201220 0000) with associated easements for access and maintenance are necessary to protect the downtown area; and

WHEREAS, the property at 160 Marine Street is suitable as a construction staging area for construction of a flood wall for adjacent properties; and

WHEREAS, on April 14, 2025, the City Commission approved the City Manager to present a resolution to purchase 160 Marine Street for their consideration; and

WHEREAS, the City has received a written offer from property owner to sell the property to the City for \$1,475,000.00 which includes the seller's attorney's fees and the city will pay ordinary closing costs; and

WHEREAS, the City has an appraisal of the property that values the property at \$1,284,000.00; and

WHEREAS, the purchase of this property is above appraised value, but the acquisition of this property for a flood wall is an essential government need and constitutes a paramount public purpose; and

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

Section 1: The City Commission of St. Augustine, Florida hereby approves the purchase of a 0.58 acre parcel of land at 160 Marine Street (PID# 201220 0000 and 201220 0010) as it serves a paramount public purpose and conforms to Section 2-2 of the City Code for the acquisition of the land parcels. That portion of the property remaining after construction of the flood wall that may be suitable for sale may be considered by the City Commission for such private sale.

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

ADOPTED in Regular Session of the City Commission for the City of St. Augustine, Florida, this 9th day of June, 2025.

ATTEST:

CITY OF ST. AUGUSTINE, FLORIDA

Darlene Galambos, City Clerk
(Seal)

Nancy Sikes-Kline, Mayor



BRIGHAM
PROPERTY · RIGHTS
TRIAL · LAWYERS
BRIGHAM · BUCALO · HUTSON · TENSFELDT

IN AID OF SETTLEMENT – WITHOUT PREJUDICE

May 19, 2025

Michael Cavendish, Esq.
Cavendish Partners, P.A.
200 W. Forsyth Street, Suite 1300
Jacksonville, FL 32202

**Re: 160 Marine Street – Marilyn Nye-Islam Revocable Living Trust
(Parcel Nos. 201220-0000 & 201220-0010)
Lake Maria Sanchez Flood Mitigation and Drainage Improvement
Project**

Dear Mr. Cavendish:

I am writing you regarding those certain properties located at 160 Marine Street in St. Augustine, Florida (Parcel Nos. 201220-0000 and 201220-0010), owned by our firm's client, Marilyn Nye-Islam, Trustee of the Marilyn Nye-Islam Revocable Living Trust. It is our understanding, following receipt of the Notice of Taking dated March 10, 2025, that the City of St. Augustine ("City") intends to acquire certain easement rights, both permanent and temporary in nature, for the construction of a bulkhead wall as a part of its Lake Maria Sanchez Flood Mitigation and Drainage Improvement Project ("Project").

In good faith effort to avoid the adversarial nature of eminent domain litigation, Ms. Nye-Islam again invites the City to purchase her properties at 160 Marine Street, in their entirety, at the global amount (inclusive of statutory attorney's fees and costs) of **\$1,475,000.00**. As the offered transaction is in lieu of condemnation, closing shall occur within 30-days of City Commission approval, with the City covering all ordinary closing costs.

Approximately six-years ago, upon first becoming aware of the Project, our client made the City a like-kind offer to purchase the properties. While the amount associated with "fair market value" has continued to appreciate, Ms. Nye-Islam has been consistent in honoring that offer through the years. The present offer represents a reasonable reading of the current fair market value.

An additional check on reasonableness exists in the City's own appraisal performed by Lampe, Roy & Associates, Inc., dated May 22, 2024. In same, Michael Roy, MAI, using land sales from distinctly different market areas within St. Augustine, cites the properties' "before value" at \$1,027,000. In an exceptionally rare occurrence, Mr. Roy is actually outpaced by the St. Johns County Property Appraiser who opines to a collective

111 Nature Walk Parkway, Suite 104 ♦ St. Augustine, Florida 32092

Tel: 904.730.9001 ♦ 800.455.1440 ♦ Fax: 904.733.7633 ♦ www.propertyrights.com

market value of \$1,099,000. While both opinions likely represent a below-market perspective, the proximity of these valuations to Ms. Nye-Islam's asking price are reflective of her reasonableness.

Our firm has undertaken a preliminary review of the materials the City has provided to Ms. Nye-Islam. These documents reflect the intent to acquire a nonexclusive permanent easement approximately 15-feet in width, and a temporary easement 5-feet in width for a term of 3-years, both of which will span the entirety of the properties' marsh frontage. Additionally, though not referenced in the Lampe, Roy & Associates, Inc. Appraisal Report, the City further plans to condemn two "access easements" of undetermined area and duration. The City's total Statement of Offer for the four aforementioned easements is \$195,426.00.

While Ms. Nye-Islam has long vocalized her support for the Project and the benefits it may provide to the improved neighboring lots, it is not unreasonable to question how the Project will impact her properties' value. This position is not contrary to the spirit of eminent domain, but rather supported by our State's interpretation of it: an individual may not singularly hinder the public good, but likewise, shall not be required to disproportionately bear the weight of it. As two of the few remaining undeveloped lots adjacent to the marsh, Ms. Nye-Islam could have developed the properties in such a way as to accommodate for the risks of potential water intrusion. While the Project may abate the water intrusion, it may also diminish the development potential of the lots. This is a position that is unique to our client's properties.

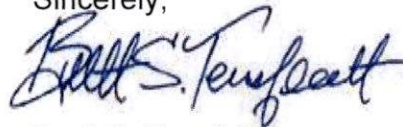
If proceeding with eminent domain, given the complexity of the property rights sought to be acquired and the effect of said condemnation on the remainder property, the employment of valuation, engineering, and land planning experts would likely be required to appropriately evaluate the takings and how they may impact the development potential of the properties. The intent of this letter is to convey an offer to purchase the properties in lieu of proceeding with eminent domain. Our client prefers to engage in a voluntary transaction as opposed to the litigation that follows condemnation. Understanding same, it would seem counterproductive to further discuss the partial taking at this time, particularly the element of severance damages. The only point intended to be taken in this regard, is that the costs associated with full compensation should the easements be acquired through eminent domain may ultimately rival Ms. Nye-Islam's asking price for purchase of the entire property. In such scenario, it would seem to be in the best interest of both parties to negotiate an advanced whole acquisition.

The properties located at 160 Marine Street represent a rarity in the City of St. Augustine: two undeveloped, marsh-front lots quietly situated in a low-traffic neighborhood yet boasting unrivaled proximity to all the benefits offered by Downtown. The offer to purchase these lots provides the City with a true "win-win" scenario. Based on the slideshow presentation and easement exhibits attached thereto presented by Chief Resilience Officer Jessica L. Beach, P.E. to the City Commission on February 24, 2025, the access easements sought from Ms. Nye-Islam's properties appear to be the only access easements sought on the whole Project. The purchase of the entire property

would allow for unmitigated use of 25,682 square feet during construction for access, staging, lay-down of materials, heavy equipment and machinery storage, among other benefits. Following completion of the Project, the City would own an asset that could be employed for any number of public uses, including resale.

My client celebrates the City's passage of Resolution 2025-07 and does not object to, nor seek to delay, the commencement of the Project. Ms. Nye-Islam, while acknowledging the public benefits that may be associated with the Project, only hopes to capture the value of the properties before they are burdened with the public infrastructure necessary to provide said good. It is her sincere hope to resolve this matter in an amicable manner providing an equitable outcome for all parties involved.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brett S. Tensfeldt", written in a cursive style.

Brett S. Tensfeldt

St. Johns County, FL

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Homestead Compliance

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Homestead Compliance

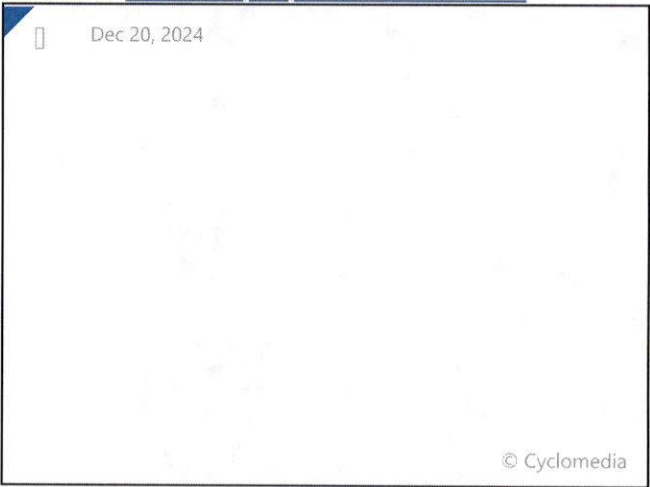
2024 TRIM Notice

2024 TRIM Notice (PDF)

Summary

Parcel ID	2012200000
Location Address	160 MARINE ST SAINT AUGUSTINE 32084-0000
Neighborhood	City of St Aug (east of lake) (SF) (612)
Tax Description*	(6-1) CITY OF ST AUG PART OF BLK 43-B PARCEL 1 OR3244/1870 <i>*The Description above is not to be used on legal documents.</i>
Property Use Code	Vacant Residential (0000)
Subdivision	City of St Augustine
Sec/Twp/Rng	20-7-30
District	City of St Augustine (District 452)
Millage Rate	18.72
Acreage	0.200
Homestead	N

[Click Here to Open Cyclomedia Viewer in a New Tab](#)



Owner Information

Owner Name	Nye-Islam Marilyn Rev Liv Trust 100%
	Nye-Islam Marilyn 0%
Mailing Address	2411 NW 24 TERRACE GAINESVILLE, FL 32605-0000

Map



Valuation Information

	2025
Building Value	\$0
Extra Features Value	\$0
Total Land Value	\$551,000
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$551,000
Total Deferred	\$198,814
Assessed Value	\$352,186
Total Exemptions	\$0
Taxable Value	\$352,186

Values listed are from our working tax roll and are subject to change.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2024	\$0	\$0	\$551,000	\$0	\$0	\$551,000	\$320,169	\$230,831	\$320,169
2023	\$0	\$0	\$551,000	\$0	\$0	\$551,000	\$291,063	\$259,937	\$291,063
2022	\$0	\$0	\$391,552	\$0	\$0	\$391,552	\$264,603	\$126,949	\$264,603
2021	\$0	\$0	\$261,280	\$0	\$0	\$261,280	\$240,548	\$20,732	\$240,548
2020	\$0	\$0	\$218,680	\$0	\$0	\$218,680	\$218,680	\$0	\$218,680
2019	\$0	\$0	\$218,680	\$0	\$0	\$218,680	\$218,680	\$0	\$218,680
2018	\$0	\$0	\$218,680	\$0	\$0	\$218,680	\$202,081	\$16,599	\$202,081
2017	\$0	\$0	\$218,680	\$0	\$0	\$218,680	\$183,710	\$34,970	\$183,710
2016	\$0	\$0	\$198,800	\$0	\$0	\$198,800	\$167,009	\$31,791	\$167,009
2015	\$0	\$0	\$153,360	\$0	\$0	\$153,360	\$151,826	\$1,534	\$151,826
2014	\$0	\$0	\$138,024	\$0	\$0	\$138,024	\$138,024	\$0	\$138,024

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Vacant Residential	80	110	80	EF	\$551,000

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
	9/23/2009	\$100.00	QUIT CLAIM DEED	3244	1867	U	V	CENTERBANK OF JACKSONVILLE NA	PRIME PROPERTIES II LLC
	9/22/2009	\$275,000.00	WARRANTY DEED	3244	1870	Q	V	PRIME PROPERTIES II LLC	NYE-ISLAM MARILYN REV LIV TRUST
	6/5/2009	\$100.00	QUIT CLAIM DEED	3223	1811	U	V	CENTERBANK OF JACKSONVILLE NA	PRIME PROPERTIES II LLC
	6/5/2009	\$100.00	CERTIFICATE OF TITLE	3203	135	U	V	MILAR CUSTOM HOMES LLC	CENTERBANK OF JACKSONVILLE NA
	1/8/2009	\$0.00	LIS PENDENS	3153	1178	U	I	CENTERBANK OF JACKSONVILLE	MILAR CUSTOM HOMES LLC
11/8/2007	11/1/2007	\$260,000.00	WARRANTY DEED	3005	400	Q	V	OCALA VENTURES ONE LLC	MILAR CUSTOM HOMES LLC
	2/14/2007	\$425,000.00	WARRANTY DEED	2867	655	U	I	SCALES ELIZABETH	OCALA VENTURES ONE LLC
	8/12/2002	\$0.00	WILL	1937	606	U	I	SCALES WALDO S & ELIZABETH	SCALES WALDO S(WILL) & ELIZABETH

No data available for the following modules: Sales Questionnaire Form, Exemption Information, Building Information, Sketch Information, Extra Feature Information.

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2024 TRIM Notice

2024 TRIM Notice (PDF)

Summary

Parcel ID	2012200010	
Location Address	MARINE ST	No Image Available
	SAINT AUGUSTINE 32084-0000	
Neighborhood	City of St Aug (east of lake) (SF) (612)	
Tax Description*	(6-2) CITY OF ST AUG PART OF BLK 43-B PARCEL 2 OR3244/1870	
	<i>*The Description above is not to be used on legal documents.</i>	
Property Use Code	Vacant Residential (0000)	
Subdivision	City of St Augustine	
Sec/Twp/Rng	20-7-30	
District	City of St Augustine (District 452)	
Millage Rate	18.72	
Acreage	0.380	
Homestead	N	

Owner Information

Owner Name	Nye-Islam Marilyn Rev Liv Trust 100%
	Nye-Islam Marilyn 0%
Mailing Address	2411 NW 24 TERRACE
	GAINESVILLE, FL 32605-0000

Map



Valuation Information

	2025
Building Value	\$0
Extra Features Value	\$0
Total Land Value	\$548,100
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$548,100
Total Deferred	\$79,345
Assessed Value	\$468,755
Total Exemptions	\$0
Taxable Value	\$468,755

Values listed are from our working tax roll and are subject to change.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2024	\$0	\$0	\$548,100	\$0	\$0	\$548,100	\$426,141	\$121,959	\$426,141
2023	\$0	\$0	\$548,100	\$0	\$0	\$548,100	\$387,401	\$160,699	\$387,401
2022	\$0	\$0	\$389,491	\$0	\$0	\$389,491	\$352,183	\$37,308	\$352,183
2021	\$0	\$0	\$347,760	\$0	\$0	\$347,760	\$320,166	\$27,594	\$320,166
2020	\$0	\$0	\$291,060	\$0	\$0	\$291,060	\$291,060	\$0	\$291,060
2019	\$0	\$0	\$291,060	\$0	\$0	\$291,060	\$291,060	\$0	\$291,060
2018	\$0	\$0	\$291,060	\$0	\$0	\$291,060	\$268,968	\$22,092	\$268,968
2017	\$0	\$0	\$291,060	\$0	\$0	\$291,060	\$244,516	\$46,544	\$244,516
2016	\$0	\$0	\$264,600	\$0	\$0	\$264,600	\$222,287	\$42,313	\$222,287
2015	\$0	\$0	\$204,120	\$0	\$0	\$204,120	\$202,079	\$2,041	\$202,079
2014	\$0	\$0	\$183,708	\$0	\$0	\$183,708	\$183,708	\$0	\$183,708

Land Information

Use Description	Front	Depth	Total Land Units	Unit Type	Land Value
Vacant Residential	120	140	120	EF	\$548,100

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
	9/23/2009	\$100.00	QUIT CLAIM DEED	3244	1867	U	V	CENTERBANK OF JACKSONVILLE NA	PRIME PROPERTIES II LLC
	9/22/2009	\$275,000.00	WARRANTY DEED	3244	1870	Q	V	PRIME PROPERTIES II LLC	NYE-ISLAM MARILYN REV LIV TRUST
	6/5/2009	\$100.00	QUIT CLAIM DEED	3223	1811	U	V	CENTERBANK OF JACKSONVILLE NA	PRIME PROPERTIES II LLC
	6/5/2009	\$100.00	CERTIFICATE OF TITLE	3203	135	U	V	MILAR CUSTOM HOMES LLC	CENTERBANK OF JACKSONVILLE NA
	1/8/2009	\$0.00	LIS PENDENS	3153	1178	U	I	CENTERBANK OF JACKSONVILLE	MILAR CUSTOM HOMES LLC
	5/8/2007	\$350,000.00	WARRANTY DEED	2915	986	Q	V	OCALA VENTURES ONE LLC	MILAR CUSTOM HOMES LLC
	2/14/2007	\$425,000.00	WARRANTY DEED	2867	655	Q	I	SCALES ELIZABETH	OCALA VENTURES ONE LLC

No data available for the following modules: Sales Questionnaire Form, Exemption Information, Building Information, Sketch Information, Extra Feature Information.

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APPRAISAL REPORT

**of 160 Marine Street,
Parcels 201220-0000 and 201220-0010
in St Augustine, Florida**

**Prepared By: Lampe, Roy & Associates, Inc.
1912 Hamilton Street Suite 204
Jacksonville, Florida 32210**

**For: Michael Cavendish
Cavendish Partners, P.A.
200 West Forsyth Street
Suite 1300
Jacksonville, FL 32202
Email: cavendish@cavpartners.com**

**Date of Value:
March 21, 2025**

**Date of Report:
April 24, 2025**

LAMPE, ROY & ASSOCIATES, INC.

APPRAISERS - CONSULTANTS

1912 Hamilton Street, Suite 204

Jacksonville, FL 32210

(904)388-7020

Fax (904)388-9298

Email: lra@lamperov.net

April 24, 2025

Michael Cavendish
Cavendish Partners, P.A.
200 West Forsyth Street
Suite 1300
Jacksonville, FL 32202
Email: cavendish@cavpartners.com

Re: Appraisal of 160 Marine Street, Parcels
201220-0000 and 201220-0010 in St.
Augustine, Florida; Our File 5229a

Dear Mr. Cavendish:

This is in response to your request for an appraisal of a vacant marsh front lot located at 160 Marine Street in St. Augustine, Florida. A detailed discussion of the subject and the proposed easements will be found in later sections of this appraisal report.

The following narrative report contains data gathered during our investigation of the subject property. This is to certify that we have no interest, contingent or otherwise, in this property and the fee for formulating our opinion of value is, in no way, contingent upon our value conclusions or final value estimates. Furthermore, the value conclusions and final value estimates reflected herein are not based upon minimum valuations, specific valuations or directed outcomes.

Value estimates are subject to the definition of Market Value as set forth in this report, as well as the General Assumptions and Limiting Conditions contained in the *Addendum* of this report. To the best of my knowledge, this report complies with the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation, the State of Florida, and the Appraisal Institute.

After carefully studying and analyzing the data available as of the Date of Value, it is my opinion that the Market Value of the subject as of March 21, 2025, was:

**ONE MILLION TWO HUNDRED EIGHTY-FOUR THOUSAND
ONE HUNDRED DOLLARS
(\$1,284,100)**

LAMPE, ROY & ASSOCIATES, INC.
APPRAISERS – CONSULTANTS

Michael Cavendish
Cavendish Partners, P.A.
April 24, 2025
Page 2

The above market value estimate for the subject property is based upon the following related time estimate:

Exposure Time:

Three to 12 Months

It should be specifically noted that the indications of value presented within this report and the final Market Value estimate reflected herein have been developed based upon the General Assumptions and Limiting Conditions contained in the *Addendum*.

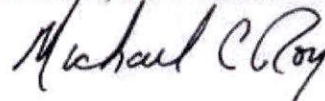
USPAP defines an **Extraordinary Assumption** as "an assignment-specific assumption, as of the effective date regarding uncertain information used in an analysis which, if found to be false could alter the appraiser's opinions or conclusions." For this report, no **Extraordinary Assumptions** have been incorporated in this analysis.

USPAP defines a **Hypothetical Condition** as "a condition directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis." For this report, no **Hypothetical Conditions** have been incorporated in this analysis.

Mr. Cavendish, I trust the enclosed information is of sufficient detail so as to clearly explain and document my estimated value conclusion. However, if any additional information pertaining to this analysis is needed, or if I might be of any further assistance to you in this matter, please do not hesitate to call me.

Respectfully Submitted,

LAMPE, ROY & ASSOCIATES, INC.



Michael C. Roy, MAI, SRA
State Certified General Real
Estate Appraiser No. RZ140

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

<i>Owner of Record -</i>	Marilyn Nye-Islam
<i>Subject Location -</i>	160 Marine Street, St. Augustine, FL 32084
<i>Land Area -</i>	25,682 Square Feet
<i>Improvement Description -</i>	None
<i>Zoning Classification -</i>	Residential Single Family (RS-1)
<i>Land Use Designation -</i>	Low Density Residential
<i>Interests Appraised -</i>	Fee Simple Estate
<i>Date of Value -</i>	March 21, 2025
<i>Highest and Best Use -</i>	Single Family Residential Development
<i>Market Value Indications -</i>	
<i>Cost Approach</i>	N/A
<i>Income Approach -</i>	N/A
<i>Sales Comparison Approach -</i>	\$1,284,100
<i>Exposure Time -</i>	Three to 12 Months

Extraordinary Assumption

USPAP defines an ***Extraordinary Assumption*** as “an assignment-specific assumption, as of the effective date regarding uncertain information used in an analysis which, if found to be false could alter the appraiser’s opinions or conclusions.” For this report, no ***Extraordinary Assumptions*** have been incorporated in this analysis.

Hypothetical Condition

USPAP defines a ***Hypothetical Condition*** as “a condition directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.” For this report, no ***Hypothetical Conditions*** have been incorporated in this analysis.

IDENTIFICATION OF SUBJECT PROPERTY

The subject of this appraisal is a vacant marsh front lot located at 160 Marine Street in St. Augustine, Florida. A more complete description of the subject and the proposed easements will be provided in later sections of this report.

SCOPE OF THIS APPRAISAL

Standard 1 (Real Property Appraisal Development) of the ***Uniform Standards of Professional Appraisal Practice 2024*** states that:

In developing a real property appraisal, an appraiser must identify the problem to be solved, determine the scope of work necessary to solve the problem, and correctly complete research and analyses necessary to produce a credible appraisal.

According to the ***Uniform Standards of Professional Appraisal Practice 2024***, the scope of work is defined as follows:

The type and extent of research and analyses in an appraisal or appraisal review assignment.

This has historically included, but is not limited to:

- *the extent to which the property is identified;*
- *the extent to which tangible property is inspected;*
- *the type and extent of data researched; and*
- *the type and extent of analyses applied to arrive at opinions or conclusions.*

The Scope of Services as it relates to this assignment included, but is not limited to:

1. Inspecting the subject.
2. Inspecting the surrounding neighborhood and the subject's competitive market area.
3. Gathering information concerning recent development trends that may influence the subject.
4. Researching information concerning the subject, i.e. zoning, the availability of utilities, assessed value and taxes, etc.
5. Formulating an opinion of the subject's Highest and Best Use.
6. Gathering market data including, but not limited to land sales, rents, income and expense comparables, construction costs, improved sales, absorptions studies, turnover ratios, etc.

7. Preparing an appraisal and providing other real estate-related services as requested.

The subject of this appraisal consists of an L shaped vacant property situated along the westerly side of Marine Street. As of the date of value for this appraisal, the property was vacant and unimproved.

Inasmuch as the subject consists of a vacant residential lot, the Cost and Income Approaches are not considered necessary in order to arrive at a credible opinion of value. For this reason, these techniques will not be developed in this analysis.

The Sales Comparison Approach will be developed based upon information obtained from the public records of St. Johns County, Northeast Florida and St. Johns MLSS, Metro Market Trends (MMT), other appraisers and our files. This information will be provided in greater detail in later sections of this report.

Information will also be presented relating to the subject's current zoning, the availability of utilities, and recent development trends in the area.

This report has been developed as an Appraisal Report as defined in Standards Rule 2-2 in the *Uniform Standards of Professional Appraisal Practice 2024*.

PURPOSE OF THIS APPRAISAL

The purpose of this appraisal is to estimate the Market Value of the subject as of the date of value. Market Value, as utilized within this report, is defined as follows:

"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."

The preceding definition was taken from the *Dictionary of Real Estate Appraisal, Seventh Edition*, as published by the Appraisal Institute.

EXTRAORDINARY ASSUMPTIONS

USPAP defines an *Extraordinary Assumption* as "an assignment-specific assumption, as of the effective date regarding uncertain information used in an analysis which, if found to be false could alter the appraiser's opinions or conclusions." For this report, no *Extraordinary Assumptions* have been incorporated in this analysis.

HYPOTHETICAL CONDITION

USPAP defines a *Hypothetical Condition* as "a condition directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis." For this report, no *Hypothetical Conditions* have been incorporated in this analysis.

CLIENT'S NAME AND INTENDED USE

This report is intended for use by the client, Cavendish Partners, P.A. It is our understanding that the client intends to use this appraisal to assist it in conjunction with the acquisition of the subject. It is recognized that a copy of this appraisal may be provided to the owner and/or its representative. This does not create an appraiser-client relationship with the recipient(s). Use of this report by others is not intended by the appraiser. This report is not intended for any other use.

PROPERTY RIGHTS APPRAISED

The property rights appraised herein are those associated with the Fee Simple Estate, which is defined by the same source as:

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

The preceding definition was taken from the *Dictionary of Real Estate Appraisal, Seventh Edition*, as published by the Appraisal Institute.

DATE OF VALUE ESTIMATE

It should be specifically understood that the Date of Value associated with this appraisal is March 21, 2025.

DATE OF REPORT

The date of this report is April 24, 2025.

THREE YEAR SALES HISTORY

A full and complete title search was not provided in conjunction with this assignment. A cursory review of the public records of St. Johns County reveals that there has been no sale of the subject within the preceding three years.

Investigation reveals that the subject was initially placed on the market on September 14, 2020 for \$1,200,000. This listing expired on September 3, 2021. The property was then re-listed at the same price on November 18, 2021, and this listing expired on December 4, 2023. As of the date of this appraisal, the property is no longer listed for sale in the MLS.

EXPOSURE TIME

Exposure Time is defined as follows:

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

The preceding definition was taken from the ***Uniform Standards of Professional Appraisal Practice 2024*** as promulgated by the Appraisal Foundation.

Based on a study of the length of time the sales analyzed in conjunction with this report were on the market, the apparent supply and demand for this type of property as well as discussion with brokers familiar with this market, an exposure time of three to 12 months is considered appropriate.



MARKET AREA MAP

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MARKET AREA ANALYSIS

A property's market area is generally considered to be the area in which a prospective purchaser would search for alternative properties. This varies by property type. An analysis of this area includes such items as recent development activity, demographic characteristics, public infrastructure, i.e., roads, utilities, school system, parks, etc., as well as future private and government sector projects.

The subject is located in the general area known as the Old City neighborhood and is also influenced by the Lincolnville neighborhood to the west. Together these two areas consist of the southern peninsula south of King Street, west of the Matanzas River and east of the San Sebastian River.

The majority of the properties south of St. Francis Street are single-family residential in nature and tend to be greater than 50 years old. As a result of this, a variety of styles, construction materials, and sizes are found in the area. These areas were originally founded in the late 1700's and, as such, the streets tend to be narrow, several of which are one-way, and parking is at a premium.

The northern end of this market area transitions from the residential orientation to the south to a combination of commercial and tourist uses north of St. Francis Street and south of King Street. These include the St. Francis Barracks, the 1894 House, Ximenez-Fatio House, now a museum, the O'Reilly House Museum, Spanish Military Hospital Museum, and the Oldest House. One of the major tourist attractions in the area is the Lightner Museum which also serves as the City's offices. To the west, the Villa Zorayda Museum, Whetstone Chocolate Factory, the San Sebastian Winery, the St. Augustine Distillery and St. Augustine Fish Camp are also popular attractions.

As might be expected as a result of the tourist nature of the north portion of this area there are several hotels and motels including the Bayfront Inn, the Kenwood Inn, St. Francis Inn, Casa de Solana Bed and Breakfast, Victorian House Bed and Breakfast, Old City House Inn and Restaurant and most famously, the Casa Monica Hotel. In addition, there is a newly constructed Homewood Suites and a planned mixed-use facility adjacent to the St. Augustine winery.

To the north of King Street is the primary historic district of St. Augustine which is a short distance from the subject's area.

Taking advantage over the water frontage on both the east and west sides of the neighborhood, there are several marinas and a variety of privately owned docks.

As a result of the physical boundaries of the subject as well as the length of time the area has been occupied, the population growth has been relatively minor. This is compared to

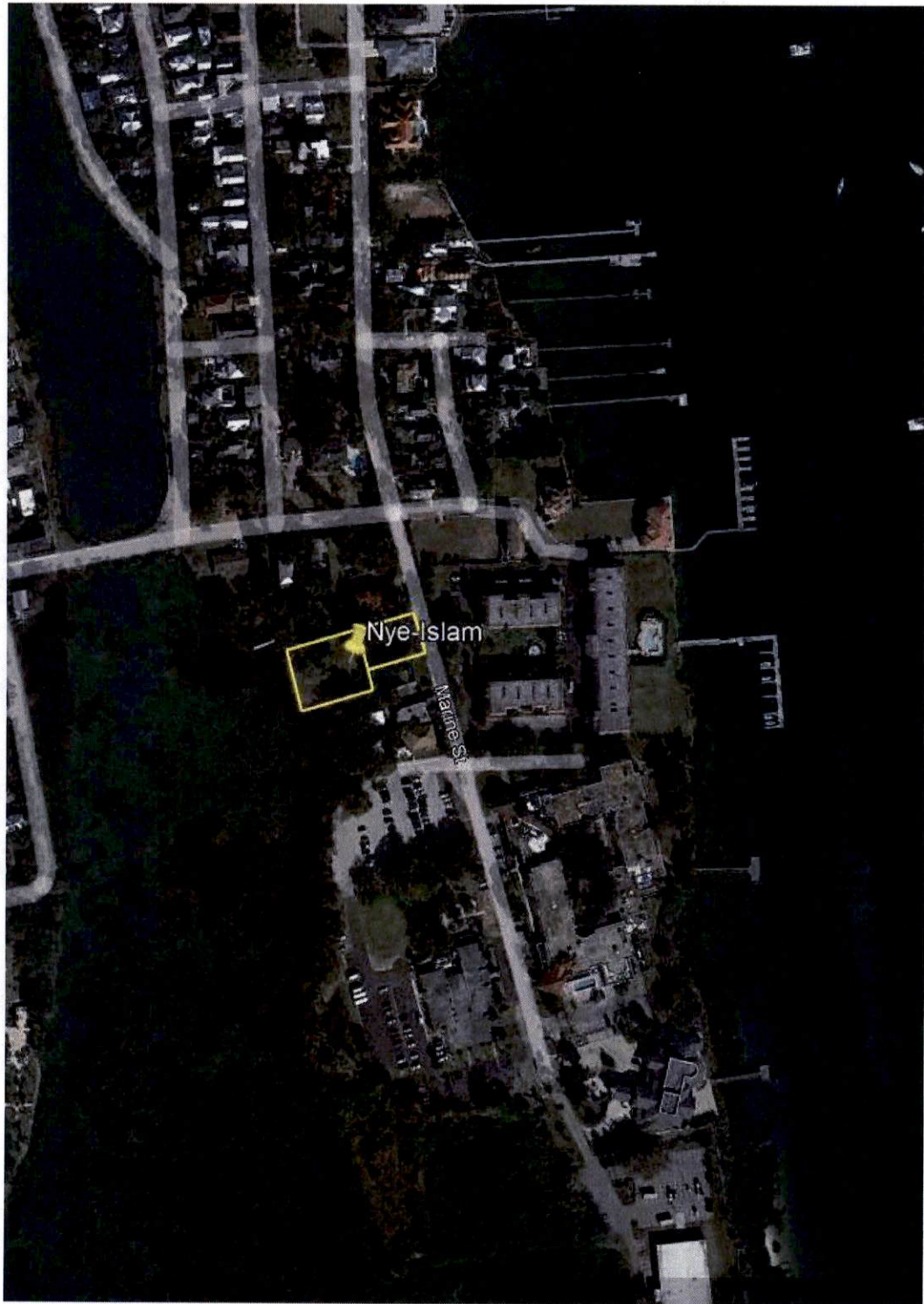
the County and summarized as follows:

Variable	Subject	SJC
2024 Median Household Income	\$102,410	\$107,525
2024 Median Disposable Income	\$117,956	\$142,105
Total Population		
2010	2,279	190,871
2020	2,118	273,425
2024	2,208	329,159
2029	2,321	386,922
Population: Compound Annual Growth Rate		
2000-2020	-0.18%	4.07%
2010-2020	-0.70%	3.70%
2020-2024	-0.01%	4.00%
2024-2029	1.07%	3.46%

Based on the location of the subject's market area and the physical constraints as it relates to future development, the popularity of this area is expected to continue. The limited supply of vacant land will result in continued renovation/remodeling of existing structures as well as the demolition of some that are not considered historic to permit new construction. As a result of these factors, the economic outlook for this area is considered to be for continued stable increases in both demand and prices.

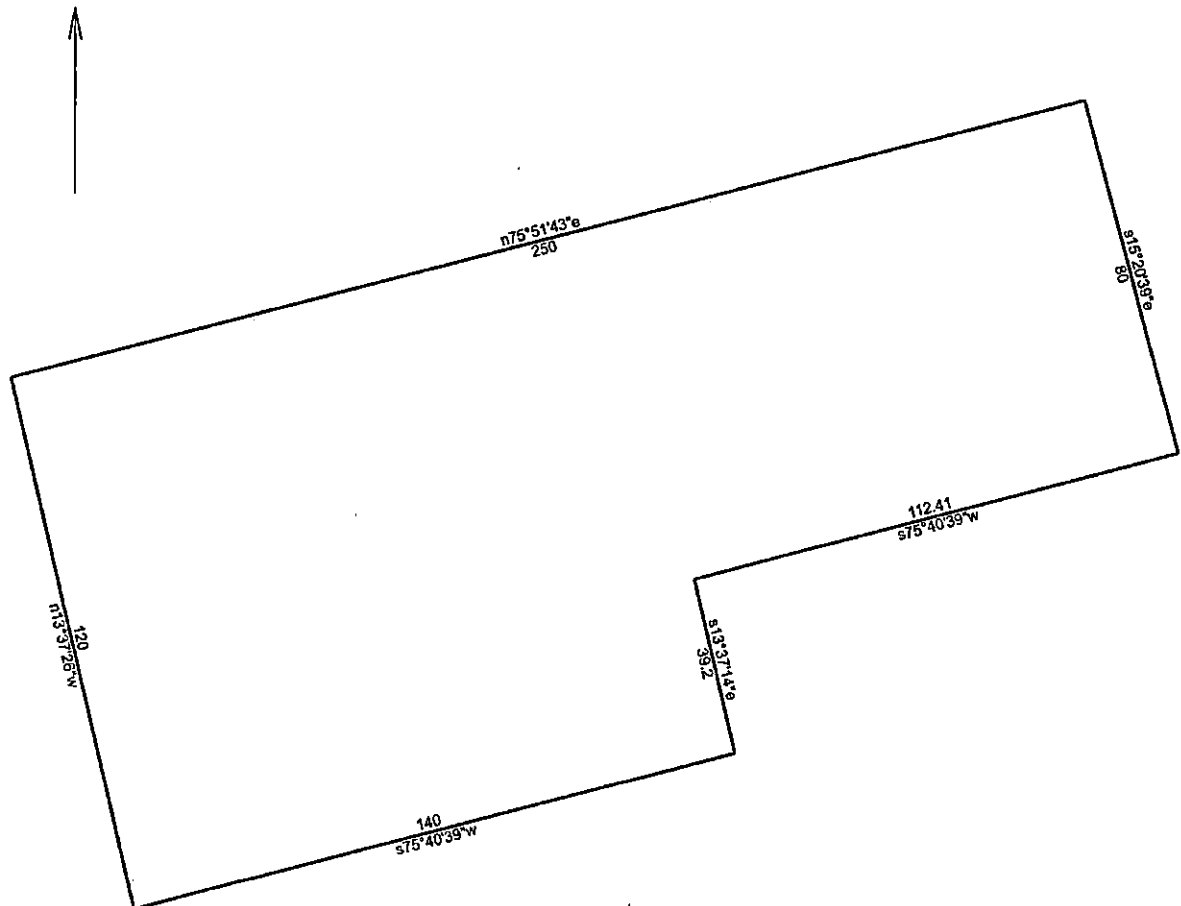


*Location Map
(For Illustrative Purposes Only)*



*Subject Aerial
(For Illustrative Purposes Only)*

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Subject Lot Dimensions

Flood Zone Map

National Flood Hazard Layer FIRMette



81°18'50"W 29°53'13"N



0 250 500 1,000 1,500 2,000 Feet 1:6,000 81°18'13"W 29°52'42"N

Basemap: USGS National Map: Orthoimagery: Data refreshed October, 2020

Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, X, SS
	With BFE or Depth Zone AE, AO, AH, VE, AR
	Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
	Future Conditions 1% Annual Chance Flood Hazard Zone X
	Area with Reduced Flood Risk due to Levee, See Notes, Zone X
	Area with Flood Risk due to Levee Zone D
OTHER AREAS	NO SCREEN Area of Minimal Flood Hazard Zone X
	Effective LOMRs
GENERAL STRUCTURES	Area of Undetermined Flood Hazard Zone D
	Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall
OTHER FEATURES	Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
MAP PANELS	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature
	Digital Data Available
	No Digital Data Available
	Unmapped

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/24/2023 at 10:41 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Subject Photos

Photographs taken February 28, 2024. A limited inspection of the property indicated no change.



Camera facing westerly from Marine Street showing subject.



Camera facing westerly showing subject's marsh view.



Camera facing southerly along Marine Street, subject on right.



Camera facing northerly along Marine Street, subject on left.

LEGAL DESCRIPTION

According to the most recent deed for the subject (Official Record Book 3244, Page 1870), it is legally described as follows:

PARCEL 1:

"A portion of Block 43-B as shown on the Official Map of the City of St. Augustine, St. Johns County, Florida, being more particularly described as follows:

For a point of reference commence at the intersection of the Southerly right of way line of South Street with the Westerly right of way line of Marine Street, a 40 foot right of way as now established; thence South 15 degrees 20 minutes 39 seconds East along said Westerly right of way line, a distance of 180 feet to the Southeasterly corner of Lot 6, said Block 43-B; thence South 75 degrees 51 minutes 43 seconds West, departing said Westerly right of way line and along said Southerly line of Lot 6, a distance of 110.00 feet to the Point of Beginning; thence South 13 degrees 37 minutes 14 seconds East, departing said Southerly line of Lot 6, a distance of 119.55 feet to the Northerly line of Lot 1, said Block 43-B Marine Street; thence South 75 degrees 40 minutes 39 seconds West along said Northerly line Lot 1, a distance of 140.00 feet; thence North 13 degrees 37 minutes 26 seconds West, a distance of 120.00 feet to the Southerly line of said Lot 1; thence North 75 degrees 51 minutes 43 seconds East, along said Southerly line of Lot 6, a distance of 140.00 feet to the Point of Beginning.

TOGETHER WITH non-exclusive easements for the benefit of the above-described parcel as created and set forth in that certain Easement for Access and Utilities, by and between Ocala Ventures, LLC, and Milar Custom Homes, LLC, recorded May 10, 2007 in Official Records Book 2915, Page 988."

PARCEL 2:

"A portion of Block 43- B as shown official Map of the City of St. Augustine, St. Johns County, Florida, being more particularly described as follows:

For a point of reference commence at the intersection of the Southerly right of way line of South Street with the Westerly right of way line of Marine Street, a 40 foot right of way line as now established; thence South 15 degrees 20 minutes 39 seconds East along said Westerly right of way line, a distance of 180.00 feet to the Point of Beginning; thence continue South 15 degrees 20

minutes 39 seconds East, along said Westerly right of way line of Marine Street, a distance of 80.00 feet to the Northeasterly corner of Lot 1, of said Block 43-B; thence South 75 degrees 40 minutes 39 seconds West, along the North line of said Lot 1, a distance of 112.41 feet; thence North 13 degrees 37 minutes 14 seconds West departing the North line of said Lot 1, a distance of 80.34 feet to the South line of Lot 6 of said Block 43-B; thence North 75 degrees 51 minutes 43 seconds East along said South line of Lot 6, a distance of 110.00 feet to the Point of Beginning."

DESCRIPTION OF SUBJECT SITE

Based upon a physical inspection of the subject as well as a survey and other public records, the following is a description of this property:

<i>Area -</i>	25,682 Square Feet
<i>Shape -</i>	L
<i>Dimensions -</i>	80' x 112.41' x 39.2' x 140' x 120' x 250'
<i>Ingress/Egress -</i>	80 feet of frontage along Marine Street.
<i>Topography -</i>	Relatively level, ranging from 5.1 feet on east to 3.3 feet on west.
<i>Flood Plain Data -</i>	Flood Map 12109C0318J indicates Zone AE (EL 7 Feet).
<i>Drainage -</i>	Appears adequate.
<i>Soil Characteristics -</i>	Typical of area.
<i>Site Improvements -</i>	None

ENVIRONMENTAL CONSIDERATIONS

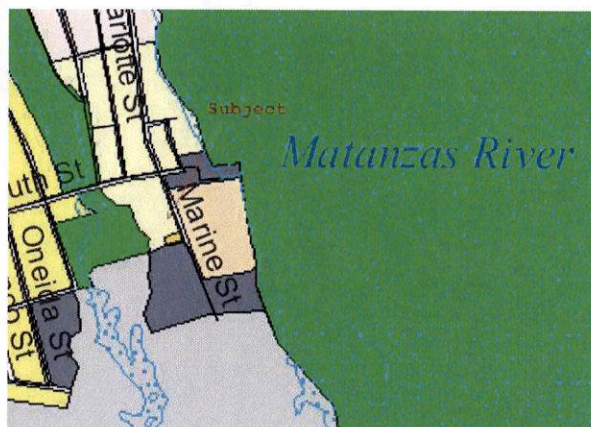
Unless otherwise stated in this report, the existence of hazardous substances, including, without limitations, asbestos, polychlorinated biphenyls, petroleum leakage or agricultural chemicals which may or may not be present on the property, or other environmental conditions, were not called to the attention of nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances or conditions. If the presence of such substances such as asbestos, urea formaldehyde foam insulation or other hazardous substances or

environmental conditions may affect the value of the property, the value estimate is predicated on the assumption that there are no such conditions on or in the property or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

No archaeological or cultural resource surveys have been provided to the appraiser. The appraiser is not qualified to conduct such a survey. In the event that the presence of archaeologically significant findings is determined, the appraiser reserves the right to revise this appraisal accordingly.

In addition, it is noted that no wetland or wildlife studies relating to the subject were provided to the appraiser. For this reason, I have assumed that any such studies would not reveal any conditions which would negatively impact the use of the subject in conjunction with its estimated Highest and Best Use.

ZONING/LAND USE DISTRICT



As illustrated on the accompanying zoning map, the subject is currently zoned Residential, Single Family-1. According to the St. Augustine zoning ordinances, the following is a summary of the requirements of this district.

Sec. 28-161. Residential, single-family-one: RS-1.

Intent. This district is intended to apply to those neighborhoods designated for single-family dwellings and uses compatible with low density single-family uses, so as to create and maintain a stable low intensity residential character. For:

- (1) *Permitted uses and structures.* Single-family dwelling; home-based business.
- (2) *Permitted accessory uses and structures.* See section 28-348.
- (3) *Permissible uses by exception.* See section 28-347.
- (4) *Minimum lot requirements (width and area):*
 - a. Minimum lot width, seventy-five (75) feet.
 - b. Minimum lot area, one-quarter acre (10,890 square feet).
- (5) *Maximum lot coverage by all buildings and structures.* Twenty-five (25) percent.
- (6) *Minimum yard requirements:*
 - a. Front, twenty (20) feet minimum.
 - b. Side, fifteen (15) feet minimum.

- c. Rear, twenty (20) feet minimum.
 (7) *Maximum height of structures.* Thirty-five (35) feet.

(Code 1964, § 33-21; Ord. No. 99-05, § 2, 2-8-99; Ord. No. 22-07, § 1, 3-28-22)

Investigation reveals that the subject is located within a Low Density Residential future land use district and, as such, the current zoning is consistent with the future plans for this area.

MOBILITY FEES

The City of St. Augustine currently charges a mobility fee of \$1.05 per square foot of building for single-family residential structures. Since no specific plans have been developed for the subject, it is not possible to estimate the number of trips that would be required and, thus, the mobility fee cannot be estimated at this time.

UTILITIES

The City of St. Augustine provides public water and sewer services in the area, while Florida Power and Light provides electrical service and AT&T, and other numerous carriers provide telephone and other similar telecommunication services.

ASSESSED VALUATION AND REAL ESTATE TAXES

According to the St. Johns County Property Appraiser's office, the subject is referred to as Parcels 201220-0000 and 201220-0010. The assessed value and taxes for 2024 are summarized as follows:

Millage Rate			
Non School	13.4500		
School	<u>5.2700</u>		
Total	18.7200		
			Total
RE Parcel #	201220-0000	201220-0010	
Assessor's Market Value			
Land	\$551,000	\$548,100	\$1,099,100
Improvements	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>
Total	\$551,000	\$548,100	\$1,099,100
Less Exemptions			
Exemptions	<u>(\$230,831)</u>	<u>(\$121,959)</u>	<u>(\$352,790)</u>
Total Taxable Value	\$320,169	\$426,141	\$746,310
Taxes Before Discount	\$7,211.90	\$8,621.05	\$15,832.95

Information from the St. Johns County Tax Collector's office indicates that there are

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remaining balances of \$1,881.10 and \$2,265.39 respectively for a total of \$4,146.49 due to partial payments.

HIGHEST AND BEST USE ANALYSIS

Highest and Best Use, as utilized in this report, is defined as follows:

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

The preceding definition was taken from the ***Dictionary of Real Estate Appraisal, Seventh Edition***, as published by the Appraisal Institute. The criteria items should be considered sequentially, in that it makes no difference that a project is financially feasible to develop if it is physically impossible to construct. It is also noted that this definition is an economic concept and, as such, does not take into consideration any social benefits to the community or surrounding area generated by one use of a property versus another. In estimating the Highest and Best Use for the subject property, each of these criteria will be analyzed as vacant and available for development as of the date of value.

Legally Permissible

As noted earlier, the subject is currently zoned RS-1 which is a single-family residential zoning. Thus, this type of development is considered to be legally permissible.

Physically Possible

It is noted that no information relating to the soil or subsoil conditions of the subject was provided in conjunction with this analysis. However, a physical inspection of the site did not reveal any obvious adverse topographic features which would limit the utility of this property. These conclusions are subject to the provision of appropriate engineering studies.

Although the subject is L shaped, it is considered to have adequate access and size to permit a variety of legally permissible uses.

The subject is located in Flood Zone AE (EL7). As such, according to the Florida Building Code Eighth Edition (2023) Residential, R322.2.1 Elevation requirements state that *"Buildings and structures in flood hazard areas not including flood hazard areas designated as Coastal A Zones, shall have the lowest floors elevated to or above the base flood elevation plus 1 foot (305 mm), or the design flood elevation, whichever is higher."* Thus, the base elevation of the lowest floor needs to be seven feet plus one foot, or eight feet. According to the St. Johns County iMAP website, the subject's elevation ranges from 5.2 feet along Marine Street to five feet in the center, to 4.2 feet along the western property

line. Based on this, it appears that any improvement constructed on the subject would be required to have the base floor elevation to be between three and four feet above grade.

Considering the physical characteristics of the site, it appears that the subject is physically suitable for residential development.

Financially Feasible

In estimating the financially feasible uses of the subject, a study of the surrounding area was undertaken. This revealed that the majority of properties in this area are improved with single-family residences. It also indicated that there is a strong demand for residential properties in this area.

It is also noted that to the south of the subject on Marine Street is the Pavilion at Bayview assisted living facility and the Grafton House. These uses are not permissible under the current zoning and thus, a rezoning and possible land use amendment would be required.

Based upon the existing demand for residential properties in this area as well as the subject's frontage on the marsh, single-family residential development is considered to be financially feasible.

Maximally Productive

Based upon the subject's shape, size, and its current zoning, single-family residential development appears to represent the site's maximally productive use.

Conclusions

After considering the preceding analysis, it is my opinion that the highest and best use for the subject would be for single-family residential development.

MOST PROBABLE PURCHASER

Recognizing the demand for single-family residential properties in this area, the most probable purchaser of the subject would be either a builder acquiring the property to construct a residence for resale or an individual hiring a contractor to build a custom home.

VALUATION PREMISE

The premise under which the subject property is being appraised is that of market value. This assumes the property is exposed to the open market for a reasonable length of time to facilitate the meeting of a knowledgeable buyer and seller, thus acting without duress in their own best interest and each knowing the uses to which the property is best suited. This

premise also assumes financing for the sale is typical for this type of property and locale.

SALES COMPARISON APPROACH

In developing this approach for the subject, information was gathered from the public records of St. Johns County, the Northeast Florida and the St. Johns County MLSs, Metro Market Trends (MMT), conversations with brokers, and other appraisers as well as our files.

Individual sale sheets for each of the sale properties are included on the following pages along with a summary chart and location maps.

Land Sales

LAND SALE NO. 1



Property Identification

Record ID	4786
Property Type	Residential, Single-family homesite
Property Name	Booher Home Site
Address	482 Pantano Drive, St. Augustine, St. Johns County, Florida 32095
Location	East side of Pantano Drive, north of Pasarela Drive.
Tax ID	073433-1400
Type Deed	Special Warranty Deed
HBU	Single-family residential
MSA	St. Augustine
Market Type	Waterfront Residential

Sale Data

Grantor	Ponce Associates, LLC
Grantee	Douglas A. Booher et ux
Sale Date	August 07, 2024
Deed Book/Page	6001/201
Recorded Plat	113-35
Property Rights	Fee Simple Estate
Marketing Time	N/A
Conditions of Sale	Arm's Length Transaction
Financing	Cash to seller, no effect.
Sale History	No sale within preceding three years.

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LAND SALE NO. 1 (Cont'd.)

Verification Doug Maier (Grantor Representative) (904)842-3822,
Other sources: Public Records, Confirmed by Michael C.
Roy, MAI, SRA

Sale Price \$571,900

Land Data

Zoning PUD, Planned Unit Development

Topography Relatively level.

Utilities All public utilities available.

Dimensions 76.12' x 188.55' x 79.19' x 176.15'

Shape Rectangular

Flood Info Flood Zone AE (EL 7)

Photo Info GIS aerial

Retention Off-site

Encumbrances Covenants, restrictions, conservation easement, easements
of record, no effect.

Land Size Information

Gross Land Size 13,706 SF

Useable Land Size 10,876 SF, 79.4%

Unusable Land Size 2,830 SF, 20.6%

Front Footage 76 ft Pantano Drive

Indicators

Sale Price/Gross SF \$41.73

Sale Price/Useable SF \$52.58

Legal Description

Lot 140, Madeira at St. Augustine Phase 1C, according to the map or plat thereof, as recorded in Plat Book 113, Pages 35 through 48 of the Public Records of St. Johns County, Florida.

Remarks

This consists of a rectangular-shaped lot located along the Pancho Creek (Baya Creek) marshes off the Tolomato River north of St. Augustine. The lot is located within the gated Madeira at St. Augustine subdivision. Community amenities include a clubhouse and pool.

As is typical of the marsh front lots in this subdivision, the eastern portion of the lot is

LAND SALE NO. 1 (Cont'd.)

encumbered with a conservation easement to the St. Johns River Water Management District, which prohibits the construction of docks.

The property was acquired for the construction of an owner-occupied single-family residence.

LAND SALE NO. 2**Property Identification**

Record ID	4790
Property Type	Residential, Single-family homesite
Property Name	Choulas Home Site
Address	362 Pantano Drive, St. Augustine, St. Johns County, Florida 32095
Location	East side of Pantano Drive, north of Pasarela Drive.
Tax ID	073433-1490
Type Deed	Special Warranty Deed
HBU	Single-family residential
MSA	St. Augustine
Market Type	Waterfront Residential

Sale Data

Grantor	Ponce Associates, LLC
Grantee	James D. Choulas et ux
Sale Date	July 25, 2024
Deed Book/Page	5992/950

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LAND SALE NO. 2 (Cont'd.)

Recorded Plat	113-35
Property Rights	Fee Simple Estate
Marketing Time	N/A
Conditions of Sale	Arm's Length Transaction
Financing	Cash to seller, no effect.
Sale History	No sale within preceding three years.
Verification	Doug Maier (Grantor Representative) (904)842-3822, Other sources: Public Records, Confirmed by Michael C. Roy, MAI, SRA
Sale Price	\$797,900

Land Data

Zoning	PUD, Planned Unit Development
Topography	Relatively level.
Utilities	All public utilities available.
Dimensions	136.43' x 181.79' x 64.37' x 103.17
Shape	Irregular
Flood Info	Flood Zone AE (EL 7)
Photo Info	GIS Aerial
Retention	Off-site
Encumbrances	Covenants, restrictions, conservation easement, easements of record, no effect.

Land Size Information

Gross Land Size	19,973 SF
Useable Land Size	15,000 SF, 75.1%
Unusable Land Size	4,973 SF, 24.9%
Front Footage	136 ft Pantano Drive

Indicators

Sale Price/Gross SF	\$39.95
Sale Price/Useable SF	\$53.19

Legal Description

Lot 149, Madeira at St. Augustine Phase 1C, according to the map or plat thereof, as recorded in Plat Book 113, Pages 35 through 48 of the Public Records of St. Johns County, Florida.

LAND SALE NO. 2 (Cont'd.)**Remarks**

This consists of an irregular-shaped lot located along the Pancho Creek (Baya Creek) marshes off the Tolomato River north of St. Augustine. The lot is located within the gated Madeira at St. Augustine subdivision. Community amenities include a clubhouse and pool.

As is typical of the marsh front lots in this subdivision, the eastern portion of the lot is encumbered with a conservation easement to the St. Johns River Water Management District, which prohibits the construction of docks.

The property was acquired for the construction of an owner-occupied single-family residence.

LAND SALE NO. 3



Property Identification

Record ID	4791
Property Type	Residential, Single-family homesite
Property Name	Hammett Home Site
Address	400 Pantano Drive, St. Augustine, St. Johns County, Florida 32095
Location	East side of Pantano Drive, north of Pasarela Drive.
Tax ID	073433-1460
Type Deed	Special Warranty Deed
HBU	Single-family residential
MSA	St. Augustine
Market Type	Waterfront Residential

Sale Data

Grantor	Ponce Associates, LLC
Grantee	Hammett Family Revocable Trust
Sale Date	April 25, 2024
Deed Book/Page	5941/1504
Recorded Plat	113-35
Property Rights	Fee Simple Estate

LAND SALE NO. 3 (Cont'd.)

Marketing Time	N/A
Conditions of Sale	Arm's Length Transaction
Financing	Cash to seller, no effect
Sale History	No sale within preceding three years.
Verification	Doug Maier (Grantor Representative) (904)842-3822, Other sources: Public Records, Confirmed by Michael C. Roy, MAI, SRA
Sale Price	\$576,900

Land Data

Zoning	PUD, Planned Unit Development
Topography	Relatively level.
Utilities	All public utilities available.
Dimensions	75.04' x 192.41' x 22.08' x 53.13' x 196.83
Shape	Irregular
Flood Info	Flood Zone AE (EL 7)
Photo Info	GIS Aerial
Retention	Off-site
Encumbrances	Covenants, restrictions, conservation easement, easements of record, no eff

Land Size Information

Gross Land Size	14,566 SF
Useable Land Size	11,842 SF, 81.3%
Unusable Land Size	2,724 SF, 18.7%
Front Footage	75 ft Pantano Drive

Indicators

Sale Price/Gross SF	\$39.61
Sale Price/Useable SF	\$48.72

Legal Description

Lot 146, Madeira at St. Augustine Phase 1C, according to the map or plat thereof, as recorded in Plat Book 113, Pages 35 through 48 of the Public Records of St. Johns County, Florida.

LAND SALE NO. 3 (Cont'd.)**Remarks**

This consists of an irregular-shaped lot located along the Pancho Creek (Baya Creek) marshes off the Tolomato River north of St. Augustine. The lot is located within the gated Madeira at St. Augustine subdivision. Community amenities include a clubhouse and pool.

As is typical of the marsh front lots in this subdivision, the eastern portion of the lot is encumbered with a conservation easement to the St. Johns River Water Management District, which prohibits the construction of docks.

The property was acquired for the construction of an owner-occupied single-family residence.

LAND SALE NO. 4

Record ID	4792
Property Type	Residential, Single-family homesite
Property Name	O'Mahoney and Murphy Home Site
Address	416 Pantano Drive, St. Augustine, St. Johns County, Florida 32095
Location	East side of Pantano Drive, north of Pasarela Drive.
Tax ID	073433-1450
Type Deed	Special Warranty Deed
HBU	Single-family residential
MSA	St. Augustine
Market Type	Waterfront Residential

Sale Data

Grantor	Ponce Associates, LLC
Grantee	Patrick J. O'Mahoney and Portia O. Murphy
Sale Date	March 22, 2024
Deed Book/Page	5921/1779
Recorded Plat	113-35
Property Rights	Fee Simple Estate
Marketing Time	N/A
Conditions of Sale	Arm's Length Transaction

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LAND SALE NO. 4 (Cont'd.)

Financing	Cash to seller, no effect.
Sale History	No sale within preceding three years.
Verification	Doug Maier (Grantor Representative) (904)842-3822, Other sources: Public Records, Confirmed by Michael C. Roy, MAI, SRA
Sale Price	\$573,900

Land Data

Zoning	PUD, Planned Unit Development
Topography	Relatively level.
Utilities	All public utilities available.
Dimensions	75.45' x 195.24' x 14.73' x 62.59' x 192.41
Shape	Irregular
Flood Info	Flood Zone AE (EL 7)
Photo Info	GIS Aerial
Retention	Off-site
Encumbrances	Covenants, restrictions, conservation easement, easements of record, no effect.

Land Size Information

Gross Land Size	14,343 SF
Useable Land Size	11,525 SF, 80.3%
Unusable Land Size	2,818 SF, 19.7%
Front Footage	75 ft Pantano Drive

Indicators

Sale Price/Gross SF	\$40.01
Sale Price/Useable SF	\$49.80

Legal Description

Lot 145, Madeira at St. Augustine Phase 1C, according to the map or plat thereof, as recorded in Plat Book 113, Pages 35 through 48 of the Public Records of St. Johns County, Florida.

Remarks

This consists of an irregular-shaped lot located along the Pancho Creek (Baya Creek) marshes off the Tolomato River north of St. Augustine. The lot is located within the gated Madeira at St. Augustine subdivision. Community amenities include a clubhouse and pool.

LAND SALE NO. 4 (Cont'd.)

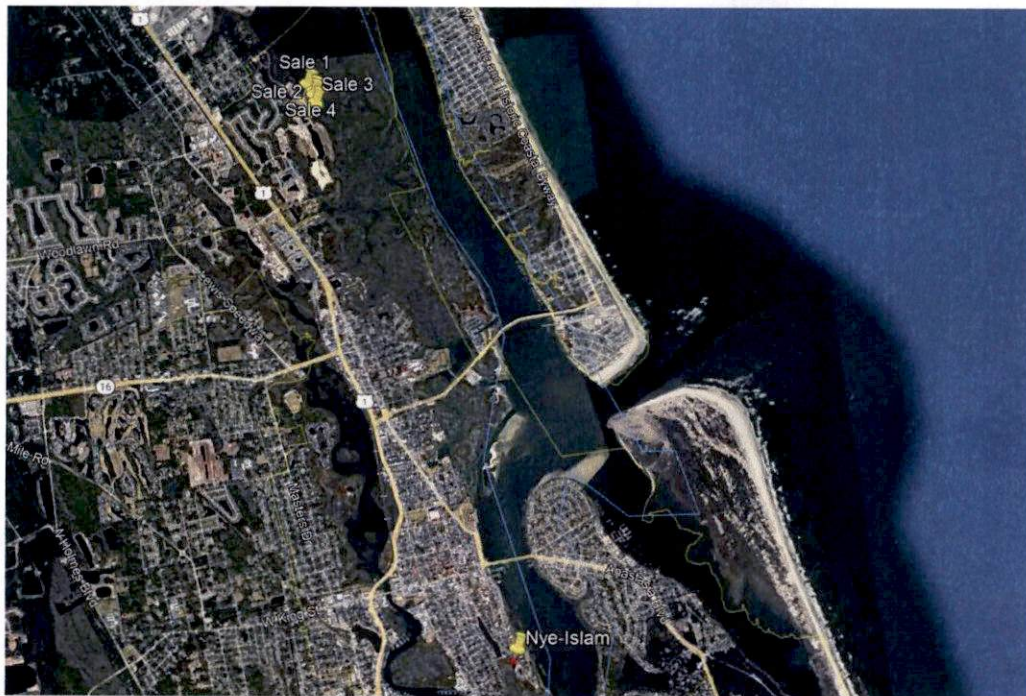
As is typical of the marsh front lots in this subdivision, the eastern portion of the lot is encumbered with a conservation easement to the St. Johns River Water Management District, which prohibits the construction of docks.

The property was acquired for the construction of an owner-occupied single-family residence.

Land Sales Summary Chart

Sale #	Subject	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
OR Book-Page		6001-201	5992-950	5941-1504	5921-1779
Date of Sale		08/07/24	07/25/24	04/25/24	03/22/24
Grantor		Ponce Assoc.	Ponce Assoc.	Ponce Assoc.	Ponce Assoc.
Grantee		Booher	Choulas	Hammett Fam Trst	O'Mahoney and Murphy
Location		482 Pantano Dr	362 Pantano Dr	400 Pantano Dr	416 Pantano Dr
Sale Price		\$571,900	\$797,900	\$576,900	\$573,900
Usable Square Feet	25,682	10,876	15,000	11,842	11,525
\$/Usable Square Foot		\$52.58	\$53.19	\$48.72	\$49.80
Flood Zone	AE (EL 7)	AE (EL 7)	AE (EL 7)	AE (EL 7)	AE (EL 7)
Zoning	RS-1	PUD	PUD	PUD	PUD
Utilities	Yes	Yes	Yes	Yes	Yes
Elements of Comparison:					
Property Rights		0%	0%	0%	0%
Financing		0%	0%	0%	0%
Conditions of Sale		0%	0%	0%	0%
Expenditures After Sale		\$0	\$0	\$0	\$0
Market Conditions		<u>5%</u>	<u>5%</u>	<u>5%</u>	<u>5%</u>
Total Adjustment		\$28,595	\$39,895	\$28,845	\$28,695
Adjusted Sales Price		\$600,495	\$837,795	\$605,745	\$602,595
Unit of Comparison					
\$/Usable Sq. Ft.		\$55.21	\$55.85	\$51.15	\$52.29
Adjustments for:					
Location		-10%	-10%	-10%	-10%
Size		0%	0%	0%	0%
Water Access		0%	0%	0%	0%
Zoning		0%	0%	0%	0%
Utilities		0%	0%	0%	0%
Total %		-10%	-10%	-10%	-10%
Total \$/Usable Sq. Ft.		(\$5.52)	(\$5.59)	(\$5.12)	(\$5.23)
Adjusted \$/Usable Sq. Ft.		\$49.69	\$50.26	\$46.03	\$47.06

Land Sales Location Maps



LAMPE, ROY & ASSOCIATES, INC.

Elements of Comparison

The elements of comparison are the characteristics or attributes of properties in transactions that cause prices of real property to vary. The elements of comparison can be further broken down into adjustments for transactional items, location, physical attributes, economic characteristics, and non-realty components of value. Each of these elements of comparison will be discussed as follows.

Transactional Elements

Property Rights

Each of these sales transferred Fee Simple Estate and, for this reason, are similar to the subject and required no adjustment.

Financing

Investigation reveals that each of these sales was financed with cash to the seller and, as such, the financing had no impact on the sales price.

Conditions of Sale

This adjustment recognizes circumstances surrounding the transaction that had an impact on the purchase price, such as a typical buyer or seller motivation, mutual business or other relationships between the buyers and sellers, unusual tax considerations, lack of exposure on the open market, etc. Investigation revealed that there were no such circumstances associated with these transactions and no adjustment is required.

Expenditures After Sale

These are expenditures that the purchaser considers to be necessary that impacted the sales price. These may include items such as:

1. Deferred maintenance
2. Costs to demolish and/or renovate the building
3. Environmental contamination remediation

The adjustment is based on the cost that was anticipated by both parties at the time of the transaction. Investigation did not reveal any such expenditure and, thus, no adjustment is applied.

Market Condition Adjustment

Verification with the Project Manager for the Madeira subdivision revealed that they have increased the lot prices by 5% and, for this reason, this will be applied to each of these sales.

Physical Elements***Location***

These sales are located in a gated community north of St. Augustine that includes a clubhouse and pool. The most recent sales in the project have been in the \$700,000 to \$1,400,000 range and it was reported that two of the houses currently under construction will be in the \$2,000,000 to \$2,500,000 range. Thus, this area would be considered to be superior to the subject's neighborhood. In addition, the water views in Madeira consist of extensive marshes along the banks of Pancho Creek (Baya Creek) and the Tolomato River (Intracoastal Waterway). The residences on the east side of the river are between 0.8 and 0.9 miles from the lot sales. The subject's view is of the marsh of Lake Maria Sanchez and the residences on the west side which are approximately 0.1 mile away.

Based on this a -10% location adjustment is considered to be warranted.

Size

Analysis of these sales does not indicate that a size adjustment is required.

Water Access

The subject has frontage along the marsh of Lake Maria Sanchez. Each of these sales has frontage on a similar marsh and, like the subject, has water views only. Thus, no adjustment is required.

Zoning

Each of these sales is considered to be similar in this regard and, thus, no adjustment is required.

Utilities

Each of these sales is considered to be similar in this regard and, thus, no adjustment is required.

Correlation

The preceding sales indicate an adjusted range from a low of \$47.06 to a high of \$50.26 per usable square foot. The upper limit of this range is established by Sales 1 and 2, which are the most recent sales and are given careful consideration for this reason. Sale 1 has a similar amount of marsh frontage while Sale 2 is the most similar in size.

The lower end of this range is determined by Sales 3 and 4, which are the older transactions and have less marsh frontage. For this reason, they are considered to indicate lower unit values.

Each of these sales is considered superior to the subject because their base elevation has been raised above the base flood elevation where the subject would require additional fill or elevating the first floor.

After analyzing the preceding information and considering the availability of large residential lots having marsh views, it is my opinion that the data available as of the date of this appraisal indicates a value of \$50.00 per usable square foot for the subject. Based on this, the subject's value is estimated as follows:

Usable Square Feet	25,682
\$/Usable Square Feet	<u>\$50.00</u>
Market Value of Subject	\$1,284,100

For this report, no ***Extraordinary Assumptions*** have been incorporated in this analysis.

For this report, no ***Hypothetical Conditions*** have been incorporated in this analysis.

ADDENDUM

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is made subject to the following:

Legal description and maps, as furnished to appraiser and as shown in this report, are assumed to be correct.

Property is assumed to be marketable, free and clear, under responsible ownership and competent management.

Any sketch or photo is approximate and merely intended to assist the client in visualizing the premises.

No obligation is assumed for accuracy of tax data and similar information supplied by others.

This report may be used only by the client and solely for the purposes stated herein.

Survey exception: Any statement of fact an accurate survey might show.

The appraiser does not agree to give testimony in court relating to this appraisal except by previous arrangements.

All information provided to the appraisers in relation to this assignment is true and accurate.

The subject property will, at all times, be under proper and professional management, aggressively marketed and adequately maintained.

The appraiser has no present or contemplated interest in subject property.

This report is not contingent upon any predetermined value or findings.

Valuation is made in conformity with rules and ethics of professional organizations, of which the appraiser is a member.

No responsibility is assumed for matters which are legal in character, nor is any opinion rendered as to title, which is assumed to be good and marketable. All existing liens have been disregarded, and the property is appraised as free and clear under competent management.

Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by anyone but the recipient without the written consent of the appraiser.

LAMPE, ROY & ASSOCIATES, INC.

ASSUMPTIONS AND LIMITING CONDITIONS

(Continued)

The Market Value estimates reflected herein are forecasted based upon specific conditions and estimated events occurring during the near-term future. These value estimates are based upon current market conditions, past market activity, anticipated short-term economic supply and demand factors, as well as a continued reasonably stable economy. These forecasts are, therefore, subject to changes in future conditions, which cannot be accurately predicted or forecasted by the appraisers. It should also be noted that any changes in our forecasts, which are beyond the control of the appraisers, could dramatically affect our Market Value estimates and would, therefore, require reanalysis should they occur.

Unless otherwise stated in this report, the existence of hazardous substances including, without limitation, asbestos, polychlorinated biphenyls, petroleum leakage or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. The presence of such substances, such as asbestos, urea formaldehyde foam insulation or other hazardous substances or environmental conditions, may affect the value of the property. The value estimated is predicated on the assumption that there are no such conditions on or in the property, or in such proximity thereto that it would cause a loss in value. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.

No archaeological or cultural resource surveys have been provided to the appraiser. The appraiser is not qualified to conduct such a survey. In the event that the presence of archaeologically significant findings is determined, the appraiser reserves the right to revise this appraisal accordingly.

In addition, it is noted that no wetland or wildlife studies relating to the subject were provided to the appraiser. For this reason, I have assumed that any such studies would not reveal any conditions which would negatively impact the use of the subject in conjunction with its estimated Highest and Best Use.

For this report, no ***Extraordinary Assumptions*** have been incorporated in this analysis.

For this report, no ***Hypothetical Conditions*** have been incorporated in this analysis.

QUALIFICATIONS OF MICHAEL C. ROY, MAI, SRA

EDUCATION: B.S.B.A. Majors in Economics & Finance
University of Central Florida

**PROFESSIONAL
AFFILIATIONS:**

Board Member, FL Real Estate Appraisal Board (2014-2021)
Board Chairman, FL Real Estate Appraisal Board (2018)
Member, Appraisal Institute (MAI)
Appraisal Institute Nat'l Bd of Directors 1999-2001; 2003-2005
Current on Voluntary Education for Appraisal Institute
State-Certified General Real Estate Appraiser,
State of Florida - License No. RZ140
Associate, Jacksonville Board of Realtors
Certified General Real Property Appraiser
State of Georgia - License No. 215382

**PROFESSIONAL
EDUCATION:**

Seminars and Webinars 2017-2025

Standards of Federal Land Acquisitions: Practical Applications	2025
Practical Application of Fundamental Analysis	2024
Florida Law	2024
7-Hour Nat'l USPAP Update Course	2024
Complex Valuation	2023
Business Practices and Ethics	2022
FL Law and USPAP National Update	2022
What's Up in Technology for Real Estate Appraisers	2022
Review Theory – General	2021
Unconscious Bias Virtual Session for the Appraisal Profession	2021
Conservation Easement Webinar	2020
Aerial Inspection	2020
Evaluating Retail Investments Sales: Market Conditions & Trends	2020
Trial Components	2020
Florida Core Law	2020
How Tenants Create and Destroy Value	2020
7-Hour Nat'l USPAP Update Course	2020
Ignorance Is not Bliss: Understanding an Investigation by a State Appraiser Regulatory Board or Agency	2018
Hybrid Appraisals	2018

QUALIFICATIONS OF MICHAEL C. ROY, MAI, SRA
(Continued)

Florida Appraiser State Law Update Course	2018
Forest Valuation for Non-foresters	2018
Solving Land Valuation Puzzles	2018
7-Hour Nat'l USPAP Update Course	2018
Business Practices and Ethics	2017
General Appraiser Market Analysis & HBU	2018
The Tough One: Mixed-Use Properties	2017
2-4 Unit Small Residential Income Property Appraisals	2017
Yellow Book Changes-Overview for Appraisers	2017

Seminars (Taught)

Business Practices and Ethics	2007
The Valuation of Wetlands	2007
Office Building Valuation	2007
Valuation of Wetlands	2008
Office Building Valuation	2008
Subdivision Valuation	2006
Appraisal Consulting	2003
Subdivision Valuation	2006
Appraisal Consulting	2003

***PROFESSIONAL
EXPERIENCE:***

President, Lampe, Roy & Associates, Inc. (2015-Present)
Vice President, Lampe, Roy & Associates, Inc. (1997-2014)
Vice President, Walter M. Lampe, Inc. (1980-1996)
Real Estate Appraiser for the Florida Department of
Transportation (1974-1980)

***APPRAISAL
EXPERIENCE:***

Have appraised various types of real estate including single-family residences, regional shopping centers, motels, professional offices, apartments, condominiums, utility plants, hospitals, warehouses, automobile dealerships and others.

Qualified as Expert Witness in numerous counties.

CERTIFICATION

I certify that, to the best of my knowledge and belief:

- 1) The statements of fact contained in this report are true and correct.
- 2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3) I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- 4) I have appraised the subject of this report for the client within the three-year period immediately preceding acceptance of this assignment. No other appraiser associated with the firm Lampe, Roy & Associates, has provided any services regarding the subject of this appraisal within the past three years.
- 5) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 6) My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 7) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinions, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 8) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, which includes the *Uniform Standards of Professional Appraisal Practice*.
- 9) A limited re-inspection of the property that is the subject of this updated report indicated no change.

CERTIFICATION
(Continued)

- 10) No one provided significant professional assistance to the person signing this report.
- 11) As of this date, I am in compliance with the continuing education requirements of the *Appraisal Institute* and of the *Florida Real Estate Appraisal Board*.
- 12) The use of this report is subject to the requirements of the *Appraisal Institute* relating to review by its duly authorized representatives and those of the *Florida Real Estate Appraisal Board*.
- 13) Neither all, nor any part of the contents of this report shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communication without the prior written consent and approval of the undersigned.

LAMPE, ROY & ASSOCIATES, INC.



Michael C. Roy, MAI, SRA
State Certified General Real
Estate Appraiser No. RZ140

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: May 27, 2025

RE: Agenda Item for June 9, 2025, City Commission Meeting
Resolution 2025-21: Requesting SJRWMD and the FL DEP
Reduce Permit Application Fees

Per Section 218.075 of the Florida Statutes, the City as a municipality with a population of 25,000 or less, is requesting a reduction of permit processing fees; and further certifies that it qualifies for the fee reduction since the percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average as established by the attached Memorandum from the Florida Department of Revenue (FL DOR).

With City Commission approval the City receives a reduction of the annual permit application fees for Fiscal Year 2025-2026 from the St. Johns River Water Management District (SJRWMD) and the Florida Department of Environmental Protection (FDEP).

Please add Resolution 2025-21 to the City Commission Meeting agenda for Monday, June 9, 2025.



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

Attachments: Resolution 2025-21
SJRWMD District Form No. 40C-1.603(13)

Copy: Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
Reuben Franklin, Assistant City Manager

RESOLUTION 2025-21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA REQUESTING THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT AND THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION TO REDUCE PERMIT APPLICATION FEES.

WHEREAS, Section 218.075, Florida Statutes, allows reduction of permit processing fees for municipalities with a population of 25,000 or less upon certification by that municipality that the cost of the permit processing fee is a fiscal hardship; and

WHEREAS, The City of St. Augustine, a municipality, certifies that it is a municipality with a population of 25,000 persons or less; and

WHEREAS, the City of St. Augustine, a municipality, farther certifies that it qualifies for permit processing fee reduction for the fiscal year October 1, 2025 through September 30, 2026 since the percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year; and

WHEREAS, this documentation is established by the attached Memorandum from the Florida Department of Revenue dated April 1, 2025.

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

That the City of St. Augustine, a municipality, does hereby request that the St. Johns River Water Management District and the Florida Department of Environmental Protection reduce the permit application fee for public purpose projects for which the City of St. Augustine, a municipality, is the permit applicant to a fee of \$100 per permit, or if the permit application fee is less than \$100 by 50 per cent, for the fiscal year beginning October 1, 2025 and ending September 30, 2026.

PASSED IN REGULAR SESSION of the City Commission of the City of St. Augustine, Florida this 9th day of June, 2025.

ATTEST:

Nancy Sikes-Kline, Mayor

Darlene Galambos, City Clerk

(SEAL)

☐ COUNTY ☒ MUNICIPALITY

RESOLUTION NO. 2025-21

REQUEST TO THE ST. JOHNS RIVER
WATER MANAGEMENT DISTRICT
TO REDUCE PERMIT APPLICATION FEES

WHEREAS, Section 218.075, Florida Statutes, allows a reduction of permit processing fees for municipalities with a population of 25,000 or less, counties which had a population of 50,000 or less on April 1, 1994, and have not yet exceeded a population of 75,000, or any county or municipality not included within a metropolitan statistical area, certification by that municipality or county that the cost of the permit processing fee is a fiscal hardship; and

WHEREAS, City of St. Augustine ☐ County ☒ Municipality certifies that it:

- ☒ is a municipality with a population of 25,000 persons or less; or
- ☐ is a county which had a population of 50,000 persons or less on April 1, 1994, and which currently does not have a population exceeding 75,000; or
- ☐ is not included within a metropolitan statistical area; and

WHEREAS, City of St. Augustine ☐ County ☒ Municipality further certifies that it qualifies for permit processing fee reduction for the Fiscal Year October 1, 2025 through September 30, 2026 due to one or more of the following factor(s):

- ☐ Per capita taxable value is less than the statewide average for the current fiscal year; or
- ☒ Percentage of assessed property value that is exempt from ad valorem taxation is higher than the statewide average for the current fiscal year; or
- ☐ Any condition specified in section 218.503, Florida Statutes, that determines a state of financial emergency; or
- ☐ Ad valorem operating millage rate for the current fiscal year is greater than 8 mills; or

☐ A financial condition that is documented in annual financial statements at the end of the current fiscal year and indicates an inability to pay the permit processing fee during that fiscal year.

WHEREAS, these factors are supported by the attached documents:

NOW, THEREFORE, BE IT RESOLVED, that City of St. Augustine ☐ County ☒ Municipality does hereby request that the St. Johns River Water Management District reduce the permit application fee for public purpose projects for which City of St. Augustine ☐ County ☒ Municipality is a permit applicant to a fee of \$100 per permit, or if the current permit application fee is less than \$100 by 50 percent, for the Fiscal Year beginning October 1, 2025 and ending September 30, 2026 .

PASSED AND ADOPTED THIS _____ DAY OF _____, _____

BY ITS ☐ COUNTY/ ☐ COUNTY ☐ MUNICIPALITY
☐ CITY COMMISSION

MEMBERS OF THE COMMISSION:

ATTEST:



Florida Department of Revenue
Property Tax Oversight

Jim Zingale
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

April 1, 2025

City of St. Augustine
Post Office Box 210
St. Augustine, Florida 32085

CITY OF ST. AUGUSTINE

The table below shows the requested information related to per capita taxable value and the percentage of assessed property that is exempt from ad valorem taxation.

	<u>City of St. Augustine</u>	<u>Statewide</u>
Total Just Value	5,615,189,761	5,212,650,771,352
Total Assessed Value	4,194,554,907	3,859,258,916,230
Taxable Value	3,287,810,642	3,221,962,333,855
Exempt Amount	906,744,265	637,296,582,375
Population	15,684	22,907,149
Per Capita Taxable Value Average	209,628	140,653
Percentage of Assessed Value Exempt from Taxation	21.62%	16.51%
Millage	7.5000	
Sources: "Ad Valorem Data Book 2024" (DOR) and "Florida Estimates of Populations 2024" (BEBR)		

Please contact either Lizette Kelly at 850-617-8865 or Lizette.Kelly@floridarevenue.com or Allison Kever at 850-617-8925 or Allison.Kever@floridarevenue.com if you have any questions. Thank you.

Property Tax Oversight, Research & Analysis

BS

CITY OF ST AUGUSTINE

MEMORANDUM

TO: David Birchim

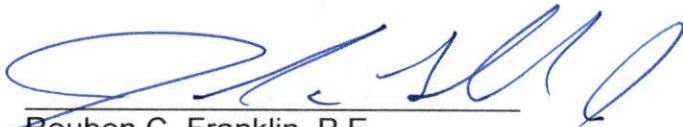
DATE: May 22, 2025

RE: Agenda item for June 9, 2025 City Commission Meeting
Resolution 2025-22: Florida Shared-Use Nonmotorized (SUN) Trail
Network Program Grant Agreement between the FDOT and COSA

The Florida Department of Transportation (FDOT) and the City of St. Augustine (COSA) mobility division request City Commission consideration of the proposed resolution authorizing the execution of the Florida Shared-Use Nonmotorized Trail Network Program Grant Agreement for the purpose of receiving financial assistance for the design of a bike path/trail connecting the Historic District from the intersection of SR-5 (US1, Ponce de Leon Boulevard) and SR-5A (King Street) to the Bridge of Lions.

The FDOT will reimburse the City up to a maximum of \$500,000 for project design costs as described in the schedule of financial assistance in Exhibit B.

Attached, please find proposed Resolution 2025-22 and the grant agreement for consideration. Please let me know of any questions or concerns.



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

Attachments:
Resolution 2025-22
Florida Shared-Use Nonmotorized Trail Network Program Agreement

RESOLUTION NO. 2025-22

A RESOLUTION OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AUTHORIZING THE EXECUTION OF THE FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT).

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

WHEREAS, 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, to provide financial assistance to the City of St. Augustine on this program which entails Design of a Shared-Use Nonmotorized (SUN) Trail on Bike Path / Trail connecting the Historic District of St. Augustine from the intersection of SR-5 (US1, Ponce de Leon Boulevard) and SR-5A (King Street) to the Bridge of Lions; and

WHEREAS, the State of Florida, Department of Transportation shall reimburse the City a maximum of \$500,000 for Design Costs of the Project; and

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

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

Section 1. The City of St. Augustine concurs in and hereby adopts and ratifies the provisions of that certain grant agreement with the Florida Department of Transportation for the financial assistance as described in the agreement. A copy of the agreement is attached hereto and incorporated herein as Exhibit "A".

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

Section 3. The City Commission hereby directs the City Clerk to prepare a certified copy of this Resolution and to forward same to the Florida Department of Transportation along with the executed Agreement.

PASSED IN REGULAR SESSION of the City Commission for the City of St.
Augustine, Florida, this _____ day of June, 2025.

CITY OF ST AUGUSTINE

Nancy Sikes-Kline, Mayor-Commissioner

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

Financial Project No: <u>447058-2-34-01</u>	Contract No. _____	Vendor No.: <u>F596000420001</u>	CSFA No. and Title: <u>55.038</u> Florida Shared-Use Nonmotorized (SUN) Trail Network Program
--	---------------------------	--	--

THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM GRANT AGREEMENT ("Agreement") is entered into _____ by and between the State of Florida Department of Transportation, ("Department"), and City of St Augustine, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

- A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.
- B. The Florida Shared-Use Nonmotorized Trail Network Program is included in the Department's work program for the purposes of funding and maintaining projects within the network.
- C. The purpose of this Agreement is to provide for the Department's participation in Bike Path / Trail Connecting Historic District from US 1 to Bridge of Lions, as further described in **Exhibit "A", Project Description and Responsibilities** ("Project"), 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. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.
- D. The Recipient by Resolution No. _____ adopted on _____, 20____, a copy of which is attached hereto and made a part hereof as **Exhibit "E", Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

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

1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.
2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through **June 30, 2028**. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient 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. Unless terminated earlier, design work on the Project shall commence no later than: the 30th day of June,

[Type here]

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2026 or within 30 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.

3. **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 Recipient under any circumstances without the prior written consent of the Department.
4. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient'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. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.
 - a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of 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 Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. 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 Recipient.
 - d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient 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.
5. **Project Cost:**
 - a. The estimated total cost of the Project is **\$500,000**. This amount is based upon the schedule of funding in **Exhibit "B", Schedule of Financial Assistance**. The schedule of funding may be modified by mutual agreement of the Parties.
 - b. The Department agrees to participate in the Project cost up to the maximum amount of **\$500,000** and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.
6. **Compensation and Payment:**
 - a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A"**, and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

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- b. The Recipient 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, identified as Financial Project Number 447058-2-34-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require written approval in advance by the Department.
- c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.
- d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** 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 H- Contract Payment Requirements**.
- e. Travel expenses are not compensable under this Agreement.
- f. 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 s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a timeframe to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed to the extent of the non-performance. The Recipient will not be reimbursed until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the unpaid reimbursement request(s) during the next billing period. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services 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 goods or services are received, inspected, 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), F.S.**, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of

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Recipient 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 Agencies 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. The Recipient 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 documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient'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. Upon request, the Recipient 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.
- j. 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 which it has with the Recipient owing such amount if, upon 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.
- k. The Recipient 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.
- l. 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 Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.
- m. 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

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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."

- n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient 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 Recipient 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.
- o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient 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 arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient 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. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).
- b. The Recipient shall certify to the Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. **If the Recipient fails to provide such certification to Department by June 30, 2026, the Department may, at its discretion, terminate this Agreement.**
- c. The Recipient shall provide the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.
- d. 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 Recipient shall provide the Department with written notification of either its intent to:
 - i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.
- e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines, and standards.
- f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.

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- g. ☐ If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with **Exhibit "F", Terms and Conditions of Construction**, attached to and incorporated into this Agreement. **N/A – not for construction – design only**

8. Contracts of the Recipient

- a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

9. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

- a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.
- b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.
- c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

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- d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed via executed agreement from the Department's Project Manager, Kim Evans, at (386) 961-7402 or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement. **DESIGN FUNDS ONLY**
- e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.
- f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.
- g. The Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.
- h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

10. Maintenance Obligations: The following provisions are incorporated into this Agreement:

- a. The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMOA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. The Recipient shall execute the MMOA concurrently with execution of this Agreement. The MMOA is attached and incorporated into this Agreement as **Exhibit "G"**. The terms of the MMOA, **Exhibit "G"**, shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMOA to attach the latest version of the construction plans for the Project to the MMOA in order to show the extent of the Project to be maintained.

11. State Single Audit: The administration of resources awarded through the Department to the Recipient 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 state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient'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

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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 Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient 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 the Auditor General.

- b. The Recipient, a nonstate entity as defined by Section 215.97(2), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:
- i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient 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 "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient 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 Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
 - iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient 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 Recipient's audit period for each applicable audit year. In the event the Recipient 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 Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient'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:

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Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: 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 applicable.
 - vi. The Recipient, 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 Recipient in correspondence accompanying the reporting package.
 - vii. Upon receipt, and within six months, the Department will review the Recipient'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 Recipient 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 Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient'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 Recipient 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 the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the 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.

12. Notices and Approvals:

- a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective Parties shall be the places where notices shall be sent unless prior written notice of change of address is given.

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STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
KIM EVANS, DISTRICT LOCAL PROGRAMS ADMINISTRATOR,
FDOT – LOCAL PROGRAMS
1109 S. MARION AVENUE
LAKE CITY, FL 32025
PHONE: 386-961-7402
EMAIL: KIMBERLY.EVANS@DOT.STATE.FL.US

RECIPIENT:
CITY OF ST AUGUSTINE
REUBEN C. FRANKLIN, JR., PUBLIC WORKS DIRECTOR
PHONE: 904-209-4279
EMAIL: RFRANKLIN@CITYSTAUG.COM
[WEBSITE:WWW.CITYSTAUG.COM](http://WWW.CITYSTAUG.COM)

- b. All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid 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. 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.
- c. 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 Recipient.
- d. 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. 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.

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- f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. 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 Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement. Additionally, the Recipient 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 Recipient’s contractor/consultant shall indemnify and hold harmless the Recipient 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. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient’s sovereign immunity.”

- b. The Recipient 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 subconsultants 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 proprietorships or partners are covered by insurance required under Florida’s Workers’ Compensation law.
- c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the 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. 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

STATE OF FLORIDA Department OF TRANSPORTATION
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AGREEMENT**

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. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient 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, you shall, in addition to the insurance coverage required pursuant to 7-13.2 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 paragraph 15.C 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. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.
- 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 policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

15. Miscellaneous:

- a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of \$150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).
- b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

- c. In no event shall the making by the Department of any payment to the Recipient 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 Recipient 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.
- d. 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.
- e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- f. By execution of the Agreement, the Recipient 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.
- g. Nothing in the Agreement shall require the Recipient 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 Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.
- h. 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.
- i. If the Project is procured pursuant to Chapter 255 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 Recipient must comply with the requirements of Section 255.0991, Florida Statutes. The Recipient 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 Recipient 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.
- j. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes. The Recipient shall:
 - i. Keep and maintain public records required by the Department to perform the service.
 - ii. Upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

STATE OF FLORIDA Department OF TRANSPORTATION
**FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM
AGREEMENT**

- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Recipient does not transfer the records to the Department.
- iv. Upon completion of the Agreement, transfer, at no cost, to the Department, all public records in possession of the Recipient or keep and maintain public records required by the Department to perform the service. If the Recipient transfers all public records to the Department upon completion of the Agreement, the Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Recipient keeps and maintains public records upon completion of the Agreement, the Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department.
- v. Failure by the Recipient to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Department.
- vi. IF THE RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:
Angela R. Hensel
Assistant General Counsel
Florida Department of Transportation
1109 South Marion Avenue
Lake City, FL 32025
- k. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.
- l. 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 Recipient 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.

16. Exhibits.

- a. Exhibits A, B, C, D, E, G and H are attached to and incorporated into this Agreement.
- b. ☐ A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.
- c. **Exhibit List**
Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance Schedule
Exhibit C: Engineer's Certification of Compliance
Exhibit D: Audit Requirements for Awards of State Financial Assistance
Exhibit E: Recipient Resolution
***Exhibit F: Terms and Conditions of Construction – N/A – not construction**
Exhibit G: Maintenance Memorandum of Agreement
Exhibit H: Contract Payment Requirements

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

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AGREEMENT**

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

RECIPIENT CITY OF ST AUGUSTINE

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name:
Title:

By: _____
Name: Greg Evans
Title: District Two Secretary

Legal Review:

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT A
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Program Agreement between the State of Florida, Department of Transportation and City of St Augustine.

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): the design of a shared use nonmotorized trail on Bike Path / Trail Connecting Historic District from US 1 to Bridge of Lions

B. Project Location (limits, city, county): St Augustine, Florida / approximate MP from 9.305 to 10.194

☐ Illustration/graphic/map of project area is applicable and attached to this Exhibit A.

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): the design of a shared use nonmotorized trail on Bike Path / Trail Connecting Historic District from US 1 to Bridge of Lions

D. Deliverable(s): Design package

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): Any funds expended outside of the scope of contract are not allowed.

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**EXHIBIT B****SCHEDULE OF FINANCIAL ASSISTANCE****A. Fund Type and Fiscal Year:**

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
	TLWR	088849	2025	751000	55.038	Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund	\$500,000
Total Financial Assistance							\$500,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local%	Federal %
Land Acquisition	\$	\$	\$	\$			
Planning	\$	\$	\$	\$			
Design	\$500,000	\$	\$	\$500,000	100%		
Total	\$500,000	\$	\$	\$500,000	100%		

*Shifting items between these grant phases requires execution of an Amendment to the Florida Shared-Use Nonmotorized Trail Network Program Grant Agreement.

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

I certify that the cost for each line-item budget category (grant phase) 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.

 Department Grant Manager Name

 Title

 Signature

 Date

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM
GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and the CITY OF ST AUGUSTINE, FLORIDA

PROJECT DESCRIPTION: the design of a shared use nonmotorized trail on Bike Path / Trail Connecting Historic District from US 1 to Bridge of Lions

FINANCIAL MANAGEMENT ID# 447058-2-34-01

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a **signed and sealed plans** certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT D

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: FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM

CSFA Number: 55.038

***Award Amount:** \$500,000

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 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 55.038 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>

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT E

AGENCY RESOLUTION

PLEASE SEE ATTACHED

STATE OF FLORIDA Department OF TRANSPORTATION
FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

EXHIBIT G
MAINTENANCE MEMORANDUM OF AGREEMENT

Maintenance MOA Language for Off-system Multi-Use Trail Project

1. The LOCAL GOVERNMENT acknowledges that the DEPARTMENT will require the LOCAL GOVERNMENT to maintain the entire Multi-Use Trail Project, as depicted in the Construction Plans and Specifications of F.P.I.D. #447058-2-34-01, for the useful life of the Multi-Use Trail Project, according to the DEPARTMENT standards, which include, but are not limited to, the Americans with Disabilities Act, Design Standards, and the Standard Specifications, and as amended from time to time.
2. Maintenance items to be maintained by the LOCAL GOVERNMENT shall include, but not be limited to: vegetation management, ornamental landscaping, trail heads, bathroom facilities, parking facilities, repair of slopes/erosion, removal of graffiti, boardwalks, gravity walls, sea walls, traffic barriers, railings, guardrail, signing, pavement markings, pedestrian/bicycle signals, lighting, benches, litter receptacles, aesthetic features, and all other features of the Multi-Use Trail Project. The LOCAL GOVERNMENT shall maintain pavement surfaces free from residue accumulation, algae, vegetation, and other slip or trip hazards. The LOCAL GOVERNMENT shall trim landscaping, mow, sweep, edge and provide weed control along the Multi-Use Trail Project corridor from Connecting Historic District from US 1 to Bridge of Lions. The LOCAL GOVERNMENT shall ensure the safety of the Public by repairing slope erosion and maintaining signs, sign poles, striping, pavement symbols, traffic markings, detectable warning surfaces, pavers, crosswalks, bollards, delineators, walls, railings, barriers, guardrail, lighting, pedestrian/bicycle signals and any other safety features within the Multi-Use Trail Project corridor in accordance with DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain paint on railings, sign poles, structures, etc. within the Multi-use Trail Project corridor. Repairs to any Multi-Use Trail Project structural or safety feature shall be in kind and to DEPARTMENT standards. The LOCAL GOVERNMENT shall maintain all landscaping to DEPARTMENT standards or higher and all irrigation systems in good operational condition. The LOCAL GOVERNMENT shall maintain and repair the Multi-Use Trail Project at its sole cost and expense, in a good and workmanlike manner, and with reasonable care.
3. The Parties acknowledge and agree that the design plans for the Multi-Use Trail Project may not yet be finalized and are subject to review by the Department. Upon completion of the Multi-Use Trail Project, the Parties shall amend this Agreement to attach the latest version of the construction plans for the Multi-Use Project to this Agreement in order to show the extent of the Multi-Use Trail Project to be maintained by Recipient. The Recipient approves and delegates to Reuben Franklin, Jr. – Public Works Director, the authority to enter into an amendment of this Agreement to attach the latest version of the construction plans as described above. No further Board or Council action shall be required to amend this Agreement for the sole purpose of incorporating the latest construction plans.
4. The LOCAL GOVERNMENT shall pay utility bills for lighting, signals, and irrigation associated with the Multi-Use Trail Project.
5. The LOCAL GOVERNMENT shall conduct an annual inspection of the Multi-Use Trail Project to ensure that any and all safety deficiencies are addressed.

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT

6. When the Multi-Use Trail Project is at the end of its useful life, the LOCAL GOVERNMENT shall prioritize the Replacement or Reconstruction of the Multi-Use Trail Project as if it was a new Project.
7. If at any time the LOCAL GOVERNMENT has not performed the maintenance responsibility on the Multi-Use Trail Project in accordance with this Agreement, the DEPARTMENT shall have the option of (a) notifying the LOCAL GOVERNMENT of the deficiency with a requirement that it be corrected within a specified time; or (b) the DEPARTMENT may perform the necessary maintenance at the LOCAL GOVERNMENT'S sole cost and expense, and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such maintenance. Any action taken by the DEPARTMENT does not relieve any obligation of the LOCAL GOVERNMENT under the terms and conditions of this Agreement. Failure to perform maintenance of the Multi-Use Trail Project in accordance with this Agreement may impact DEPARTMENT funding participation in future LOCAL GOVERNMENT projects.
8. The DEPARTMENT may require the LOCAL GOVERNMENT to remove the Multi-Use Trail Project in whole or in part and restore the property to the condition that existed immediately prior to the effective date of this Agreement if the DEPARTMENT determines: (a) the Multi-Use Trail Project or project feature is not constructed or maintained in accordance with Section 1. of this Agreement; or (b) the LOCAL GOVERNMENT breaches a material provision (as determined by the DEPARTMENT) of this Agreement. Removal and restoration shall be completed by the LOCAL GOVERNMENT within _____ days of the DEPARTMENT'S written notice, or such time as the DEPARTMENT and the LOCAL GOVERNMENT mutually agree in writing. Removal and restoration shall be completed by the LOCAL GOVERNMENT in accordance with DEPARTMENT standards. Should the LOCAL GOVERNMENT fail to complete the removal and restoration work, the DEPARTMENT may complete the removal and restoration at the LOCAL GOVERNMENT'S sole cost and expense and send an invoice to the LOCAL GOVERNMENT, equal to the cost incurred by the DEPARTMENT for such removal and restoration.
9. This Agreement may be terminated under either of the following conditions: (a) by the DEPARTMENT, if the LOCAL GOVERNMENT fails to perform its duties under this Agreement, following ten (10) days written notice; or (b) by the DEPARTMENT, for refusal by the LOCAL GOVERNMENT to allow public access to public records subject to the provisions of Chapter 119, Florida Statutes.

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK PROGRAM AGREEMENT**EXHIBIT H****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:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. 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.

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.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). 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 DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which 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://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice-Mayor and City Commissioners

DATE: June 9, 2025

RE: **Resolution 2025-23 Opposing Offshore Oil and Gas Leasing**

The offshore exploration and development of oil and gas deposits is regulated by the U.S. Department of the Interior, Bureau of Ocean Energy Management (BOEM).

On April 18, 2025, the Secretary of the Department of the Interior, Doug Burgum, directed the BOEM to begin the public engagement process to develop a new program for offshore oil and gas leases to develop oil drilling on the U.S. Outer Continental Shelf. This started a 45-day public comment period. The project is called the 11th National Outer Continental Shelf Oil and Gas Leasing Program.

The offshore drilling of oil and gas has potential environmental consequences to our beaches and marine environment and if oil spills occur on our beaches, it would have negative impacts to our local tourism-based economy.

City Commissioner Barbara Blonder has sponsored Resolution 2025-23 which is the City of St. Augustine's formal opposition to the 11th National Outer Continental Shelf Oil and Gas Leasing Program. If this resolution is adopted, it will be forwarded to the BOEM as our response to their public engagement process.

If you have any questions, please let me know.



David Birchim
City Manager

RESOLUTION NO. 2025-23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA OPPOSING THE INCLUSION OF NEW OFFSHORE OIL AND GAS LEASING OFF THE COAST OF FLORIDA IN THE 2024–2029 NATIONAL OUTER CONTINENTAL SHELF OIL AND GAS LEASING PROGRAM.

WHEREAS, the economy of the City of St. Augustine and surrounding areas depends heavily on a healthy coastal and marine environment, supporting industries such as tourism, recreation, commercial and recreational fishing, and related small businesses; and

WHEREAS, clean water, thriving ecosystems, and an attractive coastal environment are vital to maintaining property values, sustaining local businesses, and ensuring the quality of life for residents and visitors alike; and

WHEREAS, offshore oil and gas exploration, development, and drilling carry inherent risks, including oil spills, leaks, habitat destruction, and pollution, which could cause significant, long-term harm to our coastal economy, natural resources, and way of life; and

WHEREAS, seismic air gun blasting used in offshore oil and gas exploration poses a significant threat to marine life, including whales, dolphins, sea turtles, and fish stocks, by producing loud, repetitive underwater noise that can disrupt communication, navigation, reproduction, and foraging behavior; and

WHEREAS, the ecological damage caused by seismic testing undermines the health of marine ecosystems and directly threatens industries such as commercial and recreational fishing that depend on robust marine populations; and

WHEREAS, even the perception of environmental risk associated with offshore drilling can negatively impact tourism, investment, and business development in coastal areas; and

WHEREAS, the Bureau of Ocean Energy Management (BOEM) is developing the 11th National Outer Continental Shelf Oil and Gas Leasing Program and has requested public input on whether to include new offshore leasing areas; and

WHEREAS, the protection of our coastal environment and economy is a priority for the City of St. Augustine, and the long-term well-being of our community outweighs the short-term benefits that expanded offshore drilling might offer to the oil and gas industry;

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

1. The City of St. Augustine formally opposes the inclusion of any new offshore oil and gas leasing off the coast of Florida in the 11th National Outer Continental Shelf Oil and Gas Leasing Program.

2. The City of St. Augustine urges the Bureau of Ocean Energy Management (BOEM) to prioritize the protection of coastal economies, communities, and ecosystems by excluding new offshore oil and gas leases from the final leasing program.

3. The City of St. Augustine calls on our federal representatives in Congress to oppose efforts to expand offshore drilling and to support policies that protect our oceans, coasts, and the industries and communities that depend on them.

PASSED AND ADOPTED by the City Commission for the City of St. Augustine, Florida this 9th day of June 2025.

Nancy Sikes-Kline, Mayor-Commissioner

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

Trump Administration Begins Process for New Five-Year Offshore Drilling Plan: All U.S. Coasts at Risk

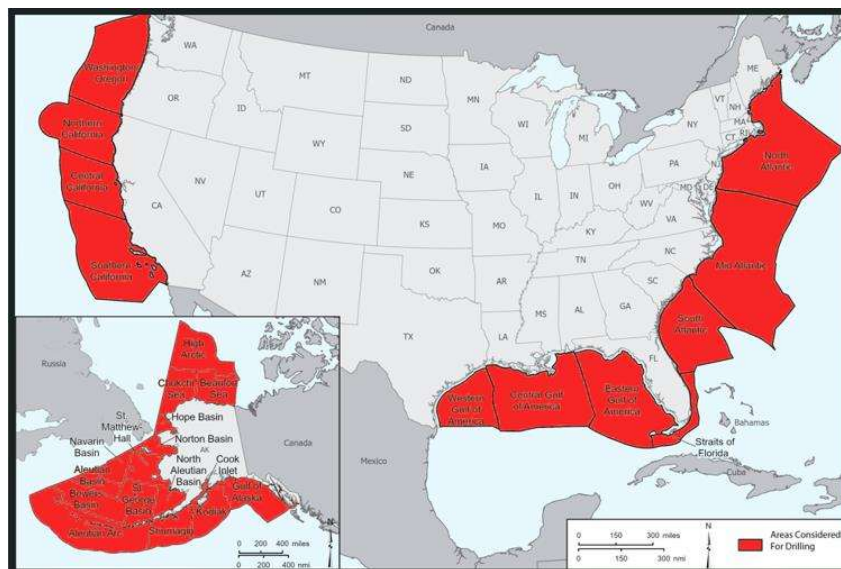
Overview of the “11th National Outer Continental Shelf Oil and Gas Leasing Program” public comment period on the future of offshore oil and gas drilling in America

On April 18, 2025, the Department of the Interior’s Bureau of Ocean Energy Management (BOEM) announced its intention to begin the process to establish a new schedule of offshore oil and gas lease sales through a new National Outer Continental Shelf Oil and Gas Program (Five-Year Plan). This process began with a [Request For Information](#) (RFI) on April 30 and triggered a 45-day comment period that will end on June 16, 2025, to allow stakeholders to provide input on offshore oil and gas drilling.

President Biden finalized the current Five-Year Plan that outlines where the federal government will offer leases in 2024-2029. He also used his authority under the Outer Continental Shelf Lands Act to permanently withdraw 625 million acres of federal waters, spanning the East and West coasts, Eastern Gulf of Mexico, and parts of the Arctic. The Trump Administration immediately attempted to revoke those withdrawals, and this new RFI is the first step toward replacing the current Five-Year Plan to expand offshore oil and gas drilling in U.S. waters.

BOEM is requesting public comments about potential offshore drilling activities, including seismic blasting and oil rigs, in the entire Outer Continental Shelf, including in protected areas such as National Marine Sanctuaries, Marine National Monuments, and past Presidential withdrawals.

All U.S. Coasts at Risk of Seismic Blasting and Offshore Drilling



Five-Year Program Process

The process to develop the Five-Year Plan is well defined and has a number of legally required opportunities for the public to provide input.



Take Action to Protect our Coast and Stop Expansion of Offshore Drilling

Offshore drilling is a forever decision. If we don't act now, the fate of our coasts could be sealed by the oil industry instead of all the businesses, fishers, and coastal communities who rely on healthy oceans.

Considering offshore oil and gas drilling in all areas of every U.S. coast, including currently protected places, is dangerous, unnecessary, and fails to acknowledge the devastating social, economic, and environmental consequences associated with expanding offshore drilling. Offshore drilling is a direct threat to fisheries, wildlife, coastal businesses, and local communities that depend on a clean coast for their way of life and livelihoods. Now is a critical time to speak up to defend our oceans from dirty, destructive offshore drilling for years to come.

The Administration is accepting public comments through June 16, 2025

Two options for submitting public comments:

1. Comment online via Oceana's portal, including suggested comment text:

<https://act.oceana.org/page/170870/action/1>

2. Comment online directly via the Federal Register:

<https://www.regulations.gov/commenton/BOEM-2025-0015-0003>

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice-Mayor and Commissioners

DATE: May 29, 2025

RE: LAND ACQUISITION FOR CONSERVATION: OPTIONS FOR PROPERTY OWNERSHIP & CONTROL

During the discussion surrounding land acquisition for conservation, Vice-Mayor Blonder asked staff to bring back to the Commission an evaluation of options for property ownership and control. This memo explains in simple terms the various types of documents that can be used to manage and control conservation lands.

Under our property acquisition program, the City of St. Augustine purchases land and holds fee simple ownership of that property. Fee simple ownership is the most typical form of ownership and gives the owner title to the property and the right to all lawful uses of the land.

There are a number of mechanisms that can overlay our ownership of land:

- 1) **Easement:** an easement is a recorded document that permanently transfers some control over the land. Conservation easements are used most often as a condition for permitting. For example, in order to obtain a development permit, a property owner may agree to place a portion of their property under a conservation easement. The holder of the easement must be a different person or entity than the owner of the land. In this scenario, Developer X would record a conservation easement over a portion of their property and name a government entity or environmental organization as the holder of the conservation easement. That easement holder would then have control over some aspects of what can occur on the conservation easement. Generally, the conservation easement limits the property owner from development activity on that portion of the property, for instance, it may only allow passive trails through the conservation easement. In order to remove the easement, both the owner of the land and the holder of the easement must agree and record a release of easement, or modification of easement. In the case of the City's lands, the City would have to find a person or entity willing to take on the role of easement holder, and that person or entity would have the right to enforce the terms of the easement against the City. The City would have to pay a monitoring fee to that entity in addition to completing the maintenance tasks required by the easement terms.
- 2) **Covenant and Restriction:** covenants and restrictions are common in Florida subdivisions. They are a list of things that a property owner cannot do on their property. This list is recorded and enforceable in perpetuity by a person or entity against the property owner. In subdivisions, the homeowners' association enforces the covenants and restrictions, but anyone could be listed as a party with a right to enforce it. Just like an easement, both parties have to agree to terminate covenants and restrictions, or the matter must be litigated and a finding that the conditions have so changed that the restriction can be vacated. In the context of conservation lands, covenants and restrictions are sometimes required when the City obtains funding through a grant. In that case, the agency that provided the funding to purchase conservation lands may require that the City record covenants and restrictions making the agency the enforcing party.
- 3) **Reverter:** a reverter, or reversionary interest in land, is the outcome of a condition that is violated. If a property owner grants some right to the land, with certain conditions, and those conditions are violated, the reverter would return the property back to the complete control of the property owner. For example, if a property owner were to give to the City a piece of property for a ballpark, and the gift is conditioned on the City actually building a ballpark on the property, then the reverter would be triggered if the City failed to complete that condition. Reverters are

generally explicitly stated on the face of the deed or other recorded instrument. Reverters also require that both parties agree to remove them. Similar to covenants and restrictions, reverters are sometimes required by funding agencies for grants to purchase conservation lands.

- 4) **Management Plan:** a management plan is a document that sets out how a piece of property will be managed in terms of which uses will be allowed on the property, what type of maintenance will be done, and who will be responsible for those duties. Some management plans are fairly passive, while others require active removal of invasive species or plants, and reforestation plans. Normally both parties have to agree to modify a management plan. In theory, the City itself could administratively prepare a management plan for its own properties. This would be similar to our Vision Plan, where after public input city staff would prepare a management plan for review and approval by the Commission. The management plan would be a roadmap that identifies how the City would like to utilize and preserve each particular city owned property in the management plan, and it could be amended in the future.
- 5) **Resolution/Ordinance:** the City could adopt a resolution or ordinance setting out how its conservation land would be managed. This could be coupled with requiring that a site-specific management plan be developed through public consultation. As this would be a legislative act of the City Commission, the Commission could always amend a resolution or ordinance in the future.
- 6) **Lease/Management Agreement:** the property at Fish Island is an example of the State owning the land and leasing it to the City with an enforceable management plan. In theory, the City could do the same with property it owns and lease it out to another agency or group with conditions.

Each type of conservation document has pros and cons associated with it. The conservation documents with the most flexibility would be those where the City self-regulates, such as with a resolution, ordinance, or its own management plan. The negative with self-regulation is that the City may choose to change how it manages its conservation lands over time, based on other needs, citizen input, or differing viewpoints. The most rigid forms of conservation documents would be those that include enforcement provisions controlled by another entity, such as the Florida Communities Trust grants that require covenants and restrictions, a reverter, and agency oversight of the management plan. Having a separate agency or environmental group having enforcement rights against the City can be seen as a positive in that the City itself couldn't change the terms of its management of conservation lands. The counterargument is that the City would also have no control over the future political priorities of another government agency or private environmental group, and would have to pay that entity to monitor and enforce terms and conditions that the City could not change at will.

The City Commission may direct its staff to proceed with any of the above methods of managing conservation lands, or it may leave each parcel to future consideration of its management and use. I am available for any questions.

Please place this item under Items by City Attorney on the June 9, 2025 City Commission agenda.

Thank you.



Isabelle C. Lopez
City Attorney

Attachments

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

Agenda Title: Options for conservation land maintenance and control.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice Mayor, and Commissioners

DATE: May 29, 2025

RE: 2025 LEGISLATIVE SESSION UPDATE TWO

The following is a collection of bills which the City Attorney's office has identified as significant and have been signed by the Governor. Below is a summary of these bills, their impact, and the required next steps. This memorandum serves as the second update of a multipart review of relevant bills to be included in future agendas.

❖ HB 209 – State Land Management

Approved by Governor 05/22/25 – Chapter 2025-76

This bill creates the State Park Preservation Act. The bill requires state parks or preserves to be managed in a manner that provides the greatest combination of benefits to the public and the land's natural resources. Additionally, the bill requires state parks or preserves to be managed for conservation-based recreational uses and associated facilities as well as for public access among other uses. The bill defines "conservation-based recreational uses" to mean public outdoor recreational activities that do not significantly invade, degrade, or displace the natural resources, native habitats, or archaeological or historical sites that are preserved within state parks. Such uses must be managed in a manner that ensures the conservation of the state's natural resources by minimizing impacts to undisturbed habitat.

As one measure to protect state park resources, native habitats, and archaeological or historical sites, the bill prohibits sporting facilities from being constructed within the boundaries of state parks. However, this prohibition is not to be construed as a prohibition on the continued operation, maintenance, or repair of any such existing sporting facilities within a state park.

Moreover, the bill prohibits the Division of Recreation and Parks (DRP) from authorizing uses or construction activities, including the building or alteration of structures, within the boundaries of a state park that may cause significant harm to the park's resources. Any use or construction activity must be conducted in a manner that avoids impacts to a state park's critical habitat and natural and historical resources. The bill prohibits DRP from installing or permitting the installation at state parks of any lodging establishment. However, this prohibition is not to be construed as a prohibition on the continued operation, maintenance, or repair of any such establishment existing within a state park.

Finally, the bill specifies that a land management agency must hold a public hearing when developing or updating a land management plan. An individual land management plan for parcels over 160 acres must be developed with input from an advisory. In addition, the Division of State must make available to the public at least 30 days before the public hearing, an electronic copy of the land management plan for parcels that exceed 160 acres in size and for parcels located within a state park.

This bill was enacted following strong opposition to DEP's August 2024 proposed changes to nine state park's land management plans (including Anastasia State Park) which recommended building golf courses, lodges, and other recreational facilities in the state parks.

This bill has no fiscal impact on the City.

NO ACTION REQUIRED.

The effective date is July 1, 2025.

❖ **SB 348: Ethics**

Approved by Governor 05/23/25 – Chapter 2025-85

This bill makes two changes to Florida ethics laws. First, this bill adds section 112.3131, F.S., which contains a "stolen valor" provision to the Code of Ethics. This statute prohibits candidates, elected public officers, appointed public officers, and public employees for the purpose of material gain, from knowingly making certain fraudulent representations relating to military service.

The second change amends section 112.317(2), F.S., creating new paragraphs (b)-(d), giving the Commission through the Attorney General's office a greater ability to collect unpaid fines, stemming from judgements of ethics complaints. Paragraph (b) establishes that a civil or restitution penalty for violations of the Code of Ethics is delinquent if it remains unpaid within 90 days after the penalty is imposed. The Attorney General must determine whether the person who owes the fine is a current public officer or current public employee. After determining whether the person is a current public officer or public employee, the Attorney General must then notify the Chief Financial Officer of the amount owed. Following receipt of this notice, the Chief Financial Officer must withhold the lesser of 25%, or the maximum amount allowed under federal law. In addition, the Chief Financial Officer may retain an amount of each withheld payment, as provided in s. 77.0305, to cover the administrative costs incurred.

Under paragraph (c), the Attorney General may refer any unpaid civil or restitution penalties to the appropriate collection agency, and the collection agency may use any collection method authorized by law.

Lastly, under paragraph (d), the bill creates a 20-year statute of limitations for the Attorney General to collect unpaid civil or restitution penalties stemming from a violation of the Code of Ethics.

This bill has no fiscal impact on the City.

ACTION REQUIRED: All City staff, commissioners, and appointed public officers should review this bill for awareness and compliance.

The effective date is July 1, 2025.

❖ **SB 384 – Annexing State-owned Lands**

Approved by Governor 05/19/2025 – Chapter 2025-31

This bill amends the procedures required for municipal annexation in section 171.0413, F.S. A municipality is now required to notify by writing or e-mailing the legislative delegation of the county where the land is located. This notification must occur at the time of the publication of the first public hearing advertisement on adopting an ordinance proposing to annex state-owned lands.

This bill does not have a fiscal impact on the City.

ACTION REQUIRED: The City Clerk and the Planning and Building Department should review for compliance.

The effective date is July 1, 2025.

❖ **HB 519 – Administration of Controlled Substances by Paramedics**

Approved by Governor 05/23/25 – Chapter 2025-93

This bill allows certain health care practitioners to authorize a certified paramedics, under their direction and supervision, to administer a controlled substance in the course of providing emergency services.

ACTION REQUIRED: The Fire Department should review for compliance.

The effective date is May 23, 205.

❖ **SB 1202 – Benefits for Firefighters Injured During Training Exercises**

Approved by the Governor 05/22/25 – Chapter 2025-72

This bill amends section 112.191, F.S., providing that a firefighter, their spouse, and their dependent children can become eligible for family health insurance premium payments due to an injury that occurs during an official training exercise which results in the firefighter becoming totally and permanently disabled. This bill only applies to those firefighters injured on or after July 1, 2025.

This bill may have a negative fiscal impact on the City, depending on the number of full-time firefighters that pay the full premium for health insurance coverage.

ACTION REQUIRED: The Finance and Fire Departments should review this bill for compliance.

The effective date is July 1, 2025.

❖ **HB 1121 – Unmanned Aircraft and Unmanned Aircraft Systems**

Approved by Governor 05/16/25 – Chapter 2025-29

This bill makes several changes relating to drones and unmanned aircraft systems. Among these changes include increasing the criminal penalty if a person operates a drone over or

near a critical infrastructure facility as defined in section 330.41, F.S. This criminal penalty does not apply where the operation is for commercial purposes and is authorized in compliance with Federal Aviation Administration (FAA) regulations. Furthermore, a person faces increased criminal penalties if they operate or possess an unmanned aircraft or system with an attached weapon or firearm.

In addition, this bill prohibits a person from altering an unmanned aircraft or system to intentionally frustrate specified identification requirements established by the FAA and similarly prohibits a person from possessing or operating such altered aircraft or system unless the FAA or the Secretary of Defense authorizes such use. A violation of either of these prohibitions is punishable as a third-degree felony. This bill further prohibits a person from possessing or operating an unmanned aircraft or system carrying a weapon or hoax weapon of mass destruction if they do not have the lawful authority to do so. A violation of this ban is punishable as a first-degree felony.

Notably, this bill does authorize a law enforcement agency to use a drone to provide or maintain the **public safety of a crowd of 50 people or more**. Generally, a law enforcement agency is prohibited from using a drone to gather evidence or other information except:

- a. To counter a high-risk terrorist attack by a specific individual or organization where the U.S. Secretary of Homeland Security determines credible intelligence indicates there is such a risk.
- b. If the law enforcement agency obtains a search warrant signed by a judge authorizing the use of a drone.
- c. If reasonable suspicion exists that swift action is needed to prevent imminent danger to life or serious damage to property, to forestall the imminent escape of a suspect or the destruction of evidence, or to facilitate the search of a missing person.
- d. To assist with traffic management, although they may not issue a traffic citation based on drone images or video.
- e. To facilitate collection of evidence at a crime scene or traffic crash scene.

This bill authorizes a law enforcement agency to use a drone to gain an aerial perspective of **a crowd of 50 people** or more provided that:

- a. Policies and procedures are in place that include guidelines for the agency's use of a drone; the proper storage, retention, and release of any images or video captured by the drone; and address the personal safety and constitutional protections of people being observed.
- b. The head of the law enforcement agency using the drone for this purpose provides written authorization for such use and must maintain a copy on file at the agency

Nevertheless, a criminal penalty will be imposed if a person unlawfully (i.e. in violation of a person's reasonable expectation of privacy and without their written consent) uses a drone to conduct surveillance of a person or private property. Additionally, a person faces enhanced criminal penalties if they intentionally distribute such surveillance. These criminal penalties do not apply to political subdivisions, law enforcement agencies, or to an officer, employee, or agent of such subdivision or agency who is acting in the course and scope of their employment. A person whose property is subject to unlawful surveillance by such entities may initiate a civil action for compensatory and punitive damages while seeking injunctive relief to prevent future violations.

This bill will have no fiscal impact on the City.

ACTION REQUIRED: SAPD and any other Departments that use drones or unmanned aircraft systems should review this bill for awareness and compliance.

The effective date is October 1, 2025.

❖ **HB 481 – Anchoring Limitation Areas**

Approved by Governor 05/19/25 – Chapter 2025-39

This bill revises provisions related to regulating the anchoring and mooring of vessels. However, the expanded authorization for certain local governments to regulate the anchoring of vessels outside their permitting mooring fields (besides live-aboard and commercial non-fishing vessels) is not applicable to the City. Nevertheless, this bill does increase the distance of 100 feet from the marked boundary of a public mooring field within which a vessel may not anchor or moor to 300 feet.

This bill has no fiscal impact on the City.

ACTION REQUIRED: The Marina and SAPD should review this bill for compliance.

The effective date is May 19, 2025.

❖ **HB 1137 – Utility Service Restrictions**

Approved by Governor 05/19/25 – Chapter 2025-42

This bill amends section 366.032, F.S., in which the state expressly preempts the area of restricting utility services. It prohibits any county, municipality, or political subdivision from enacting or enforcing a resolution, ordinance, rule, policy that restricts or bans the types of fuel sources of energy production which may be used, delivered, converted, or supplied by the following entities to serve customers these entities are authorized to serve:

- Investor-owned electric utilities;
- Municipal electric utilities;
- Rural electric cooperatives;
- Entities formed by interlocal agreement to generate, sell, and transmit electrical energy;
- Investor-owned gas utilities;
- Gas districts;
- Municipal natural gas utilities;
- Natural gas transmission companies.
- And propane dealers and gas cylinder exchange operators.

Furthermore, except to the extent necessary to enforce the Florida Building or Fire Prevention Code, this bill prohibits any county, municipality, or political subdivision, from enacting or enforcing any resolution, ordinance, or policy that restricts the use of an appliance, including a stove or grill, that uses the types or fuel sources of energy production by the entities listed above. Any municipal resolution, ordinance, policy or other action that violates these preemptions over utility service restrictions and existed prior to July 2021, is void.

This bill has no fiscal impact on the City.

ACTION REQUIRED: The Public Works Department should review this bill for compliance.

The effective date is July 1, 2025.

❖ **SB 1388 – Vessels**

Approved by Governor 05/19/25 – Chapter 2025-35

Named the “Boater Freedom Act”, this bill provides that law enforcement may not board any vessel or stop a vessel without probable cause that a violation of vessel safety laws has occurred or is occurring, regardless of whether the vessel owner or operator is aboard. As such, a law enforcement officer may not perform a vessel stop or board a vessel for the sole purpose of making a safety or marine sanitation equipment inspection, as a violation of these provisions may only be considered a secondary rather than a primary offense.

The bill also requires Florida Fish and Wildlife Conservation Commission (FWC) and the Florida Department of Highway Safety and Motor Vehicles to create a “Florida Freedom Boater” safety inspection decal that will be issued following a demonstration of compliance with safety equipment carriage and use requirements.

Lastly, this bill contains the “Watercraft Energy Source Freedom Act” which prohibits a county, municipality, or other government entity from restricting the use or sale of a watercraft based on the energy source used to power the watercraft.

This bill has no fiscal impact on the City.

ACTION REQUIRED: The Marina and SAPD should review this bill for compliance.

The effective date is July 1, 2025.

Please place this item entitled, 2025 Legislative Session Update Two, under City Attorney Items on the June 9, 2025, City Commission agenda for informational purposes only, no presentation.

Thank you,



April R. Owen, Assistant City Attorney

xc: David Birchim, City Manager
Meredith Breidenstein, Assistant City Manager
Reuben Franklin, Assistant City Manager
Isabelle Lopez, City Attorney

Agenda Title: 2025 Legislative Session Update Two.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: May 16, 2025

RE: Notification of One (1) Term Expiration for the CITY OF ST. AUGUSTINE
AUDIT REVIEW COMMITTEE

Notification is being made to the Commission relevant to one (1) term expiration on the City of St. Augustine Audit Review Committee. The term is currently held by Thomas V. Gilboy and will expire on July 31, 2025.

An advertisement requesting applications will be placed in the St. Augustine Record and posted on the City's website.

Attached is the current Board roster, along with a profile of the qualifications, duties, and responsibilities.

Sincerely,



City Clerk

xc: Clerk's Office

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: May 29, 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 expired April 30, 2025.

The Commission requested to extend the deadline for applications. 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)
- Gregory Johnson
- Nycol "Nyk" Smith
- Tira Kindler

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

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
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 Lincolnville, please explain your role there:

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**

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



City of St. Augustine
 PLANNING AND BUILDING DEPARTMENT
 P.O. Box 210, St. Augustine, FL 32085 Phone: (804) 825-1065

LINCOLNVILLE COMMUNITY REDEVELOPMENT AREA BOUNDARIES

SHEET
 1 of 1

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.

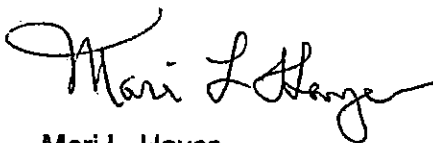
Though I have always had a strong commitment to the Lincolnville community since we moved here in 2011, my active participation on the LCRA Steering Committee has deepened my understanding of both the needs of the community and, importantly, the process required to actually get things done. I think by 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

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

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:

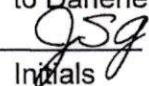
- ☐ American Indian or Alaska Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
XX White

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



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.

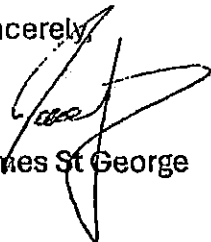
I am an active resident of Lincolnville. My wife and I reside at 46 Weeden St and my mother-in law resides at 41 Weeden St. Upon my retirement from vascular surgery (St Johns Vein Center,) I obtained a State Contractor's License. I restore/renovate/preserve historic homes in Lincolnville. My recently 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 Lincolnville (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 Lincolnville.

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: 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."

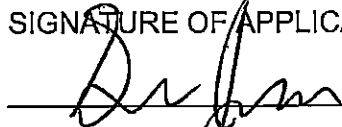
Specific Instructions: The two questions below are designed to identify your ethnicity and race. Regardless of your answer to question 1, go to question 2.

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:

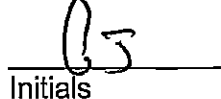
- ☐ American Indian or Alaska Native
☐ Asian
☒ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White

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

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: Nik Smith
2. RESIDENCE: 93 South Street
3. BUSINESS OWNED: Corner Market at Lincolnville
4. PROPERTY OWNED: George Smith
5. MAILING ADDRESS PREFERRED: 97 Dr ML King Jr Ave
6. PHONE NUMBER: 407-595-5853
7. EMAIL ADDRESS: CornerMarket1920@gmail

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:

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."

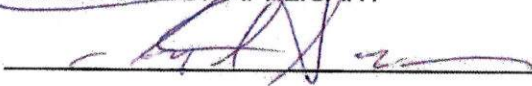
Specific Instructions: The two questions below are designed to identify your ethnicity and race. Regardless of your answer to question 1, go to question 2.

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 5/20/2025

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

Nicol "Nyk" Smith
97 ML King Ave
St Augustine, FL 32084
Cornermarket1920@gmail.com
407-595-5853

Dear Members of the LCRA Steering Committee,

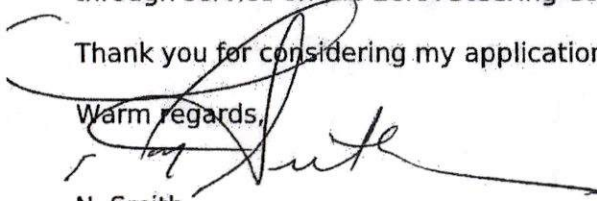
I am writing to express my interest in serving on the Lincolnville Community Redevelopment Area (LCRA) Steering Committee. Being a native of St. Augustine, a longtime resident of Lincolnville, and a local business owner I feel I have a strong understanding of Lincolnville's needs and potential. I am invested in the community's past, present, and future."

My roots run deep in Lincolnville, witnessing firsthand the transformation and challenges our neighborhood has faced. Owning and operating a business in Lincolnville has further strengthened my interest to sustainable and inclusive development. While I advocate for thoughtful growth that benefits both current and future residents, I remain steadfast in my passion for preserving the historic integrity that reflects the community's honored heritage and values.

I am confident in my ability to meet the time commitments currently required of the Steering Committee members and prepared to contribute my perspective and aspirations to the continued progress of Lincolnville through service on the LCRA Steering Committee.

Thank you for considering my application.

Warm regards,



N. Smith

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: Tira Kindler
2. RESIDENCE: 140 Twine Street
3. BUSINESS OWNED: _____
4. PROPERTY OWNED: 140 Twine Street
5. MAILING ADDRESS PREFERRED: 140 Twine Street
6. PHONE NUMBER: 904-245-9359
7. EMAIL ADDRESS: tirakinndler@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:

☐ 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:

I'm a volunteer at the Council of Aging

I teach workshops and have an art collection hung in Artbox Gallery

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."

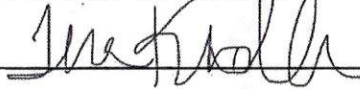
Specific Instructions: The two questions below are designed to identify your ethnicity and race. **Regardless of your answer to question 1, go to question 2.**

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 **5/28/2025**

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



Tira Kindler
140 Twine Street
St. Augustine, FL 32084
904-254-9359
Tirakindler@gmail.com

Lincolnvill Community Redevelopment Association,

I'd like to express my interest in serving on our neighborhood's steering committee. As a homeowner and full-time resident since 2019, I care deeply about the continued growth, cohesion, and character of our community. Over the years, I've had the opportunity to own two properties here—one of which remains my primary residence—giving me a grounded perspective on both long-term investment and everyday quality of life within the neighborhood.

Professionally, I've been a licensed realtor in the area since 2012, offering me insight into property values, community trends, and neighborhood development. Primarily, I'm a full time artist with collections displayed currently in "Artbox" gallery where I also lead painting workshops. I believe this dual perspective—combining business acumen with a creative and community-focused mindset—can bring a well-rounded, thoughtful voice to the committee.

My goal is to support initiatives that protect our neighborhood's integrity, foster neighborly connection, and guide future improvements in a way that reflects the values and needs of residents. I would be honored to contribute my time, skills, and passion to the committee, and I welcome the opportunity to serve. Thank you for considering my application.

Sincerely,

Tira Kindler

Tira Kinder

tirakindler@gmail.com
904-254-9359

REALTOR (August 2010-Current)

Keller Williams Realty 2010—2020 Florida Homes Realty & Mortgage 2020—current

- Preparing comparative market analysis reports, determining offering prices, negotiating contracts & repair requests, getting clients from contract to close and through inspections.
- Marketing real property through internet, social media presence and creating materials for distribution.
- Scheduling and touring prospects through homes that fit their individual needs based on square footage, lot, location, lifestyle, layout & finishes.

Lead Processor (February 2008-August 2010)

The Mortgage Relief Network, Atlanta, GA

- Negotiating with banks on behalf of clients in order to keep homeowners in their homes through market crash
- Partnering with mortgage lenders to provide service as an option for customers who could not refinance due to job loss, equity loss, and credit issues.

Leasing Agent (June 2007-January 2008)

Broadstone Dunwoody—Alliance Residential Property Group, Atlanta, GA

- Converted online & walk in prospects to renters by showing features and benefits of the community and each individual apartment home. Prepared leasing contracts and renewals.
- Maintained weekly competition reports affecting market pricing and proposed adjustments to management to keep occupancy above 95% by hosting of resident events, friendly interaction in regards to maintenance orders and needs throughout their tenancy.
- Generated prospects through online advertising, building relationships with apartment selection companies & social media.

Director of Sales & Marketing

Bravo Development Inc. Atlanta, GA (January 2004-June 2007)

- Managed sales capacity for seven banquet style, private party spaces for two restaurant concepts in the Atlanta market, BRIO.
- Collaborated with both executive Chefs on menus & pricing based on market competition and potential profitability.
- Managed staff of 36 on standards of service, set up and décor for special events, proper service styles and general etiquette for all private party functions
- Worked directly with clients on menu selections, expectations, head counts & pricing.
- Realized and exceeded all sales goals for the company by increasing banquet revenue by 22%

Regional Sales Manager

Studio Gear Cosmetics, Atlanta, GA (April 2001- Jan 2004)

- Managed 8 employees in the Atlanta region at ULTA stores Studio Gear counter
- Set regional goals and implemented strategies to obtain highest profitability
- Brainstormed promotional events and sales strategies to include all five regional cosmetic counters

Education: Florida & Georgia Real Estate License | Certification in Mortgage Processing

Kennesaw State University 2000-2004 | Marketing & Organizational Communications

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: May 29, 2025

RE: Request for One (1) appointment - Corridor Review Committee (CRC)

Notification was previously given regarding a vacancy of one (1) position on the CRC which will expire March 28, 2026.

Requests for applications were placed in the St. Augustine Record and posted on the City's website.

Attached is the application received from Michael C. Blake, in addition to the current CRC roster, Board profile, and responsibilities.

I respectfully request consideration be given to appointing the applicant.

Sincerely,



City Clerk

Attachments: Application

xc: CRC Clerk's File

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

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

1. APPLICANT NAME Michael C. Blake, AIA
2. BOARD/COMMITTEE DESIRED Corridor Review Committee
3. RESIDENCE (Address) 4450 Putnam Ave., Jacksonville, FL 32207
4. PHONE 904-708-0826 E-MAIL MBLAKE@BLAKEARCH.COM
5. BUSINESS OWNED (Address) 904 Margaret Street, Suite 101, Jacksonville, FL 32207
6. BUSINESS PHONE 904-708-0826 E-MAIL MBLAKE@BLAKEARCH.COM
7. PROPERTY OWNED (Address) 4450 Putnam Ave. Jacksonville, FL 32207
8. PREFERRED MAILING ADDRESS 904 Margaret St. Suite 101, Jacksonville, FL 32204
9. OCCUPATION (include resume) Architect
10. PROFESSIONAL QUALIFICATIONS (submit a cover letter) SEE ATTACHED RESUME
AND LETTER
11. OTHER COMMENTS OR INFORMATION _____

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

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

Question 1. Are You Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.) Yes | ☒ No

Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box.

RACIAL CATEGORY (Check as many as apply)

☐ American Indian or Alaska Native	☒ Asian	☐ Native Hawaiian or Other Pacific Islander
☐ Black or African American	☒ White	

13. SIGNATURE OF APPLICANT

Michael C. Blake

DATE 5-28-2025

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, it is required by the State of Florida to file a financial disclosure Form 1 with the Florida Commission on Ethics, within thirty (30) days of appointment, and each year thereafter, covering the term of appointment and to file Form 1-F upon departure from the board. Submit applications to: Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, Florida 32085.

MCB
Initial

PZB/HARB/CRC Application 2020
Updated 12/04/2019

QUALIFICATIONS FOR PLANNING AND ZONING BOARD (PZB):

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

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

Please check those qualifications that apply to you:

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

QUALIFICATIONS FOR HISTORIC ARCHITECTURAL REVIEW BOARD (HARB):

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

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

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

Please check those qualifications that apply to you:

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

QUALIFICATIONS FOR CORRIDOR REVIEW COMMITTEE (CRC):

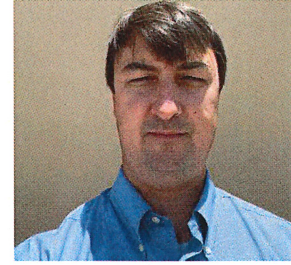
Authorization: Code of Ordinances, Chapter 28, Article II, Division 5.

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

Please check those qualifications that apply to you:

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

Michael C. Blake, AIA



Position:

President of Michael Blake Architects LLC – a design and service oriented architectural firm specializing in the design of historic preservation / adaptive reuse, residentially scaled commercial projects, and commercial tenant improvements. Our commitment is to provide committed service to the client and community.

*Professional
Registration:*

Florida: No. AR 96125
Georgia: No. 015654

Work Experience:

Michael Blake Architects LLC 2025 to present
Responsibility includes design, management, leadership, and overall supervision of all projects

Lane Architecture, P.A. 2019-2025
Responsibility includes design, management, leadership, and overall supervision of historic restoration projects

Kenneth Smith Architects, Inc. 2006-2018
Specialized in documentation of historic buildings, exterior restorations and reroofing of historic buildings, construction documents and construction administration

Education:

Bachelor of Architecture, Louisiana Tech University 2003

Design Awards:

As a part of Kenneth Smith Architects, Inc. he participated in all projects since 2006 including: St. Augustine Lighthouse Restorations, Tovar House Restorations, Llambias House Restorations, Conversion of 3 FEC Railroad Office Towers to dormitories for Flagler College, Crisp Ellert Art Museum Addition, new In-Fill Construction of Hanke Hall Admissions Building, new in-Fill Construction of Pollard Hall Classroom Buildings, Markland Cottage Rehabilitation, Trinity Church Restorations, 65 & 66 Cuna Street Renovations, and Memorial Presbyterian Church Restorations. As a member of Lane Architecture, he participated in the conversion of Gander Mountain to Bozard Lincoln Showroom, Service Bays, Daycare, & Ford's Garage Restaurant. Michael is Project Architect for ongoing restorations and upgrades to Flagler College's Ponce Hall, Ancient City Baptist Church, various Memorial Presbyterian Church's Ingraham House, City of St. Augustine projects, and Our Lady of Pompeii Catholic Church in Jacksonville's Springfield Neighborhood.

May 28, 2025

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

re: Corridor Review Committee Application

To whom it may concern.

Please accept this letter of interest, resume, and application for Corridor Review Committee consideration.

I have been fortunate to have ongoing architectural work at many significant properties in St. Augustine. Also, I have lived in many historic southern towns, participated, and observed challenges of development with an understanding of the need to maintain the original character of those communities. This experience could be beneficial to this board.

Through high school, I lived in Natchez, MS, an historic river port town, home to the Natchez Indians, then French Fort Rosalie was established in 1716 atop the Mississippi River bluffs to guard the end of the Natchez Trace that parallels the river and provides the path back to Tennessee. It has been under the flags of the French, British, Spanish, and with each influence remaining similar to St. Augustine. Natchez celebrates yearly with balloon races and the pilgrimage to area homes spared by the Civil War and the living history of this nation's expansion beyond the Republic of West Florida. They have transitioned to new economic development to maintain the history and remain viable for citizens.

College Summers for me were spent in Havelock NC, located on a coastal marsh and home to Marine Corps Air Station Cherry Point. There I worked for a general contractor with many utilities infrastructure projects on local rivers, marshes, and the military base. After graduation from Louisiana Tech University School of Architecture in 2003, I worked in Baton Rouge, LA designing and constructing custom homes and experienced the changes brought on by Hurricane Katrina. After six months of construction work in New Orleans to repair historic homes and rebuild that devastated city, I joined Kenneth Smith Architects, Inc. of Jacksonville in 2006.

At Ken's office I have been fortunate to practice specialized historic preservation work, lighthouse restorations, and adaptive reuse projects in the region. I have documented historic structures, designed per guidelines for historic structures while upgrading to current code requirements, gained approvals from oversight entities, and working with engineers and specialty contractors. Currently, I am the project architect for the ongoing restorations and upgrades to Flagler College's Ponce Hall required due to an interior flooding event that made the East Wing unusable. So, continued care to maintain historic properties is understood and practiced.

It would be an honor to continue to serve this historic city and use my experience to contribute to St. Augustine. Thank you.



Michael C. Blake, AIA
President

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: May 29, 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.

- **Audit Committee**
[One (1) Term Expiring 7/31/25]
- **1977 City Employees' Retirement System of the City of St. Augustine**
[One (1) Elected, Two (2) Appointed – Terms Expiring 6/30/25]
- **Corridor Review Committee**
[1 Vacancy – Term Expires 3/28/26]
- **Lincolnvile Community Redevelopment Steering Committee**
[3 Vacancies - Terms Expired 4/30/25]

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

CC CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, April 14, 2025

The City Commission met in a formal session on Monday, April 14, 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
Jon DePreter, City Commissioner

Absent: Jim Springfield, City Commissioner

Also Present: David Birchim, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
Reuben Franklin, Assistant City Manager
Stephen Slaughter, Director, Public Works & Utilities
Amy Skinner, Director, Planning and Building
Melissa Wissel, Director, Communications
Jennifer Michaux, Police Chief
Elyse Wiemann, Recording Secretary

MOMENT OF SILENCE and PLEDGE OF ALLEGIANCE

Mayor Nancy Sikes-Kline offered her condolences to the family of Michael Dixon, a historic preservation architect and served as the Chairperson of the Corridor Review Committee.

Mayor 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

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)

Dr. Ann Masters Browning, City Poet Laureat, read a poem in honor of National Poetry Month.

4. General Public Comments (3 minutes per individual)

The Commission heard from the following members of the public:

- Scott York
- Chris Fulmer
- Nancy Murphy
- Robin Thomas
- 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: 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

5.A. Additions, deletions or modifications to Consent Agenda

(None)

5.B. Approval of Consent Agenda

MOTION

Commissioner DePreter MOVED to approve the Consent Agenda. The motion was SECONDED by Commissioner Blonder 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

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)

Amy Skinner, Planning and Building Director, presented Ordinance 2025-05.

James Whitehouse Esq., representative of the trustees, provided a brief overview of the Planned Unit Development (PUD) for 10 Carrera Street and identified the changes made as requested by the Commission.

Commissioner Blonder said she was inclined to support the PUD; however, asked what could trigger something contrary to the current use.

Isabelle Lopez, City Attorney, replied that the intent was, if the property were sold, and the new owner wanted to use property that was not stipulated in the PUD, the property would revert to the RS-1 zoning.

Public hearing was opened; however, there was no response.

MOTION

Commissioner DePreter MOVED to pass Ordinance 2025-05 on second reading by title only. The motion was SECONDED by Commissioner Cynthia Garris.

Isabelle Lopez, City Attorney, read the title as follows:

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.

VOTE ON MOTION:

AYES: DePreter, Garris, Blonder Sikes-Kline

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

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

Isabelle Lopez, City Attorney, reviewed Ordinance 2025-06.

Commissioner Blonder clarified that the proposed ordinance was strictly for mobile vendors.

Ms. Lopez replied that this was strictly for mobile vendors on the sidewalks, not brick and mortar shops. She noted the streets belonged to the City; therefore, those could be regulated as long as the areas identified had the density or usage with a logical explanation for a regulation that would prohibit or restrict mobile vendors commercial speech rights on these public forums or sidewalks. She identified the streets where vending was prohibited year-round as follows:

- St. George Street and those streets that intersected with it directly
- The Plaza

Ms. Lopez advised that this amendment would restrict the western sidewalk of Avenida Menendez Street/A1A, from Orange Street to King Street, and the entirety of the northern sidewalk on Cathedral Place would be prohibited during the 4th of July and Nights of Lights! (NOL). She said in addition and only on the 4th of July, the eastern sidewalk closest to the Castillo de San Marco, would be included as a prohibited zone. She said this was based on the presentation provided by City Manager David Birchim at the February 10, 2025, meeting and additional information provided by staff.

Commissioner Cythina Garris asked for clarification regarding the map provided¹.

Ms. Lopez replied the map showed the current regulations. She said the red cross hatches identified the areas that were prohibited year-round. She said with this amendment along Avenida Menendez Street from Orange Street to King Street on the western sidewalk and the entire length of Cathedral Place the northern sidewalk would be prohibited during NOL and during the 4th of July, those same streets would be prohibited, plus the eastern sidewalk of Avenida Menendez would also be prohibited. She said the evidence showed that both sides of the street were congested during the 4th of July because of fireworks attendees.

Commissioner Blonder said in her own personal experience during NOL, the east side of Avenida Menendez Street was just as congested as the western side. She felt the western side should be included during NOL, as it was a safety issue. She said having mobile vendors on the east side of Avenida Menendez Street could cause trouble.

¹ Map attached to original packet.

Ms. Lopez replied that it was up to the findings that the Commission made. She said if they felt there was sufficient data to support adding no vendors on both sides of Avienda Menendez Street during NOLs, then it could be added or if they felt more evidence was needed, she could do more research.

Mayor Sikes-Kline asked if the Commission decided to include the east side of Avienda Menendez Street, was there sufficient evidence to do that now.

Ms. Lopez explained that in the packet before them, there was not enough evidence because the focus was on the areas that were identified as densely pedestrian, and the bulk of the pedestrian traffic was on the western sidewalk of Avienda Menendez Street and during NOLs, there was less of an impact on the eastern sidewalk. She said she could do more research, but it was not in the packet before them.

Commissioner DePreter said he supported looking into that; however, he thought there could be a conflict near Orange Street with the ride-share hub and did not want there to be an issue with having vendors in the same area. He said the justification provided was solid as there was plenty of documentation.

Commissioner Garris agreed with Commissioner Blonder, and said if one side was closed then vendors would likely move to the other side. She said if they were able to eliminate vendors from both sides then there would not be an issue. She was in support of collecting more data.

Mayor Sikes-Kline said she was in support of adding the east side. She said there were vendors on the east side, which complicated matters. She felt if it were to be expanded now, it could be beneficial. She asked if the ordinance was passed on first reading, could the modifications be made.

Ms. Lopez replied the short title was general enough that it could be modified if there was enough data to support the addition of the eastern side of Avienda Menendez Street.

Commissioner Blonder explained that the items being sold by mobile vendors could be bought at brick-and-mortar shops downtown. She said as mentioned during public comments, the items were not of the best quality. She said the main concern was public safety.

Ms. Lopez replied that the ariel video was being included as part of the support for the ordinance and the business impact statement was included as required. She explained there was no impact on City businesses, as indicated by John Augustus, City Customer Service Supervisor², as there were no mobile vendors that had a business in the City limits.

MOTION

Mayor Sikes-Kline MOVED to pass Ordinance 2025-06 on first reading.

Commissioner DePreter said he would second the motion with the condition that the public safety information on the east side be reviewed.

Mayor Sikes-Kline accepted the amendment.

MOTION

Mayor Sikes-Kline MOVED to AMEND the motion to include the review of public safety impacts to the east side of Avienda Menendez. The motion was SECONDED by Commissioner DePreter.

Isabelle Lopez, City Attorney, read the Ordinance.

² Email from John Augustus, City Customer Service Supervisor, attached to original packet.

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.

VOTE ON MOTION:

AYES: Sikes-Kline, DePreter, Garris, Blonder

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

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)

Reuben Franklin, Assistant City Manager, reviewed Resolution 2025-13.

Mayor Sikes-Kline thought there may be a need for flexibility to the routes when King Street was closed for construction and for future routes.

Mr. Franklin replied that the future routes that had been considered were having one from the Broudy's lot after the garage was constructed but alternative routes had not been considered during the closure of King Street; however, for that to take place, additional approval would be needed from Florida Department of Transportation (FDOT) and it could be updated in the grant agreement. He said they had looked into connecting the City with St. Augustine Beach and pick up residents and those in the hotels.

Mayor Sikes-Kline noted there was a lot of support from the TDC for beach access.

She said with the construction taking place on King Street, was there anything that could be done to help mitigate that issue.

Mr. Franklin replied that the City Manager, David Birchim, requested that a traffic circulation staff group review and come up with ideas to help mitigate cut throw traffic and other options.

Commissioner Garris said she had been contacted regarding the circulator and asked if a platform could be added to help when people enter and exit, if needed.

MOTION

Commissioner Garris MOVED to pass Resolution 2025-13. The motion was SECONDED by Mayor Sikes-Kline.

VOTE ON MOTION:

AYES: Garris, Sikes-Kline, DePreter³

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

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)

Reuben Franklin, Assistant City manager, provided a brief overview of the Vehicles for Hire and the Franchise ordinance. He requested feedback and added that horse carriages were not included in this ordinance and would be addressed at a later date. He noted there was a professional consultant that provided an initial analysis and reviewed the key takeaways from the analysis and the stakeholder engagement group. He stated that staff had been working on ordinance revisions and provided recommendations for consideration.

Mayor Sikes-Kline said it was great work and wanted to see it on a faster track than

³ Commissioner Blonder was not present for vote.

recommended but understood the reasoning for the first reading of the ordinance to take place in July 2025. She said she thought the feedback received was fascinating as it confirmed everything they already knew, and action needed to be taken. She said ride-share hubs, geofencing and designating areas for hubs would help drive people to certain places, which could be an important tool for the City.

Commissioner DePreter said he was pleased with the ride-share hub development and thought if the geofencing was activated, it could help solve some of the issues. He said that the passenger bus size limitation was great as it should not be a change for public transportation. He asked what was taking place with the pedicabs.

Mr. Franklin replied that the pedicabs were included in the stakeholder engagement. He said the pedicabs were not expected to change. He said feedback was provided by the St. Augustine Police Department (SAPD) and Jabari White, Night Life Supervisor, who were on the streets during NOLs. He said they had considered regulations for the pedicabs with designated pick-up and drop-off locations; however, during the stakeholder meeting, pedicab operators were adamant about needing flexibility as they were different and smaller. He said they were not in support of that idea; however, it could be done.

Commissioner DePreter said this was not only for NOLs but for other large events and daily activities in the City. He questioned how this would be enforced.

Mr. Franklin said Mr. White's role was to be downtown for a variety of things such as the noise ordinance complaints, and he had been monitoring the vehicles for hire. He said the compliance and enforcement factors were important and tickets would be issued, and also franchise licenses could be lost if not abiding by the rules.

Commissioner Blonder said she supported the summary and recommendations, especially the requirements for franchising for tour operators and sightseeing. She emphasized her worry about safety and wanted to make sure there was an appropriate level of insurance coverage required for the tour operators, as minor accidents had taken place in the past. She felt the proposed recommendations draft provided a lot of great insight and ideas. She said the signage was budgetary implication and was unsure where the funding source would come from, but thought it was much needed. She suggested trying to obtain partnerships to help with funding. She asked if there had been discussions regarding the funding source.

Mr. Franklin replied that the SMART St. Augustine grant would have the St. Augustine Rider (STAR) circulator signage, and it had been approved by the Historic Architectural Review Board (HARB) for the downtown area, which would be built upon.

Commissioner Blonder said the geofencing locations needed to be clearly identified for people to know where to go. She said all the information provided was wonderful and much needed. She said this would enhance the visitors experience when they visited the City.

Mr. Franklin explained that the geofencing and ride-share hubs for Uber could be launched in June 2025 instead of July. He said a map would be provided and noted it would be flexible as it was a pilot program, so any changes could be made.

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

David Birchim, City Manager, reviewed the Public Art Installation project. He said a suggestion had been made to move the art installation from the current location at May Street and San Marco Avenue roundabout, to the newly City acquired property at the end of May Street on the vacant lot. He

said the project was broken down into five milestones and the artist had completed the first two. He said the project would cost a total of \$250,000, with \$87,500 already paid to the artist. He said the options that the Commission could choose from were:

- Continue with the project as planned and install the artwork at May Street/San Marco Avenue
- Install the artwork on the City owned vacant land on the east side of May Street
- Install the public artwork in another city owned park; or
- Cancel the contract for the public artwork

Commissioner DePreter asked if the art project was included in the current budget. He said a committee was formed and they selected the art piece. He asked if the project was funded by taxpayers or private partnerships.

Mr. Birchim replied that the project had been included in the current budget, and it was being funded by the taxpayers. He confirmed the artwork was selected by the committee that was formed.

Commissioner Garris felt the artwork was too large for the May Street/San Marco Avenue roundabout. She said navigating the roundabout was difficult and for new people in the area, the art piece could be distracting. She felt art should be interactive instead of a drive-by. She said with the amount of money being spent on the artwork, it should be accessible, or the funds could be spent elsewhere. She said she had not been in support of the artwork but wanted to provide another perspective location.

Commissioner Blonder said she was not an artist but thought the committee had done an extensive amount of work reviewing the artist applicants and selecting the art piece. She said the May Street/San Marco Avenue intersection had no character, was an underrated entry way

to the City, and had never been highlighted. She said the intersection had the Water Works building, which was the center for Cultural and Artistic community gatherings, along with the library and Davenport Park. She said there were sidewalks with safety crossings that could be used to view the art piece. She said the newly acquired property on May Street had poor sightlines and felt the art piece would be out of context and unseen. She supported moving forward and not losing the investment the City had already made.

Mayor Sikes-Kline said this location was more of an oddity and not a roundabout even though it felt like one. She said the selected artwork was not what she expected as this was more of a contemporary art piece, which could be placed anywhere. She said she was open to other locations for the art piece if the commission wanted to move forward with it. She said she was also in support of not moving forward and using the remaining funds for a more critical need, which was conservation. She said she did not want the public art program to derail but hoped that it would not as the county was moving forward with their public art program. She said the remaining dollars at this point could be reallocated to purchase conservation land or look at the other City owned parks as she was not in favor of the current location and thought there were better uses for that property.

Commissioner DePreter said not everyone would be pleased with the outcome and he was unsure what the main issue was; the cost for the artwork or the artwork itself. He said it was a stated goal of the City but thought the funding could be part of the problem. He suggested moving forward with the piece or use the rest of the money to landscape and develop the Van Dyke property. He felt the issue should be delayed until Commissioner Springfield was available. He said with Commissioner Blonder and Springfield living in north city, he felt they would be able to provide more

insight as he thought it was a neighborhood thing.

Commissioner Garris explained the only reason she suggested for the art piece to be relocated was there had been discussions regarding May Street property and what would be done on the property. She said using the rest of the money for conservation could be a better alternative. She said she was not against the current location but just wanted to provide other options.

Commissioner Blonder pointed out that in the City's Vision Plan, there was an emphasis on the arts, identity, and authenticity. She did not think it would be possible to purchase a lot for conservation with the rest of the money. She did not want a project dedicated to the arts to disappear as she highly valued the arts.

Mayor Sikes-Kline suggested tabling the discussion about the project until a future date.

11. ITEMS BY CITY ATTORNEY

Isabelle Lopez, City Attorney, asked if there was a consensus to move forward with a recommendation to withdrawal the City from the Alvogen, Public, Tris, and Winn-Dixie portion of the opioid lawsuit as the deadline was April 15, 2025.

There was consensus to withdrawal from that portion of the lawsuit.

12. ITEMS BY CITY CLERK

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

Darlene Galambos, City Clerk, requested one appointment for the St. Augustine Police Officers' Retirement Board. She advised one applicant, Stephen Petty, who was a City resident and qualified to serve.

There was consensus to appoint Stephen Petty to the St. Augustine Police Officers' Retirement Board.

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

Darlene Galambos, City Clerk, requested three appointments to the Lincolnvillle Redevelopment Area (LCRA) Steering Committee. She advised there were four applicants who had applied; however, Gloria Lelaidier had withdrawn her application.

Commissioner DePreter suggested extending the deadline for more people to apply.

Ms. Galambos replied that the appointments to the LCRA could be delayed and readvertised. She said this item would be brought back before the Commission at the first meeting in June.

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

Darlene Galambos, City Clerk, said this was official notification that there was an open position on the Corridor Review Committee due to Michael Dixon's passing. She said the position was being advertised as required.

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

Darlene Galambos, City Clerk, said this was notification of the open position and term expirations for the different Boards.

13. ITEMS BY CITY MANAGER

David Birchim, City Manager, said the City had begun pursuing the easements on Marine Street properties for the Lakes

Maria Sanchez Improvement project. He said there were three property owners that were withstanding, and the eminent domain process had begun to acquire those easements. He explained, during that process, one of the property owners made an offer to sell their property to the City. He said it was the center piece of the three properties in a row at 160 Marine Street. He felt there was value in purchasing the property as the City would use it as a staging area and once the floodwall was constructed, it could add value to the property and then be sold. He said this would save money on attorney's fees as this would not need litigation. He said the property was being offered to the City at \$1.4 million and the City had an old appraisal for the property. He said if this was to be pursued, an updated appraisal could be done and presented with a draft resolution for consideration.

Commissioner DePreter felt this was a good idea and the property would increase in value with the construction of the seawall and supported pursuing this option.

There was consensus to obtain a new appraisal on the property and move forward.

Mr. Birchim provided an update on the NOLs planning efforts taking place. He said there had been considerable progress made by staff and he would be providing a presentation to the Tourist Development Council next Monday. He said there had been a change in the level of consultant service needed and thought that a technical consultant/transportation planner could review specific traffic patterns and parking areas that would come from a study at staff level. He said there would be resident and business stakeholder meetings and staff would facilitate those meetings.

Mayor Sikes-Kline said she was very supportive of the new direction and was encouraged that it was moving forward.

Commissioner DePreter agreed and thought staff could handle it. He asked if Jonathan Paul, New Urban Concepts, would be used as the technical consultant/transportation planner.

Mr. Birchim replied in the affirmative and noted Mr. Paul had assisted with the City's Mobility Plan.

Commissioner Blonder agreed and felt it would be in good hands with the mobility consultant.

Commissioner Garris said she was looking forward to the outcome and operation.

Mayor Sikes-Kline requested monthly reports on the progress as this was a very important initiative.

14. Items by Mayor and Commissioners

Mayor Sikes-Kline said the noise ordinance was mentioned during public comments, and she suggested that the plainly audible method be implemented as there were not enough trained officers available for the decibel readings to take place. She said Mr. White, Night Life Supervisor, was not trained to conduct the decibel readings.

Commissioner Garris said she had received an email from a resident expressing disappointment about an officer not being able to conduct a decibel reading due to lack of training and Mr. White having the night off. She said this was confusing as the Commission had been told these types of situations were being handled, but now they were hearing there was no authority to do the readings.

Mr. Birchim replied they had the authority to conduct readings, and there was a training program available to teach officers how to use the decibel meter. He said the plainly audible standard would be added and both techniques would be used. He said the City's consultant had to start a data collection phase to create a plainly audible standard. He said they were in the

process of training more officers and Mr. White on the decibel meter equipment.

Commissioner Garris asked if there was an anticipated time frame for when this would take place.

Mr. Birchim replied that an update would be provided at the next Commission meeting.

Commissioner Blonder agreed this had been going on for a long time. She asked if there was a way to get this under control quickly as there were repeat offenders.

Mr. Birchim explained the noise ordinance did not prevent noise but would punish those who created nuisance noise. He said the outcome would be to fine or penalize them.

Commissioner Blonder said the problem was repeat offenders and asked what resources could be used to address the issues.

Mr. Birchim said he would have to meet with St. Augustine Police Chief to see what could be done.

Mayor Sikes-Kline said she received a letter from Ms. Taylor asking for her mother to be commemorated, as she was the owner of the 100 Acre Marsh which was just purchased by the City. She requested a marker or sign be established in her honor. She asked, with consensus from the Commission, for the City Manager to reach out to her regarding what could be done. She brought attention to the police emergency cards Ms. Kalaidi spoke about during public comments and felt those should be put on social media as it could make a big difference with the elderly and more vulnerable residents. She said there were two bills in the legislature, House Bill (HB)991 and Senate Bill (SB)1242, which noted that the Community Redevelopment Areas (CRAs) would be prohibited to initiate any new projects or issue new debt(s) after October 1, 2025, and would

prohibit the ability to create any new CRAs. She requested a letter be sent in opposition of both bills.

Commissioner Garris asked City Manager, David Birchim, if Jaime Perkins, Neighborhood Services & CRA Manager, could speak in Tallahassee regarding the issue.

Mayor Sikes-Kline said the City had a lobbyist that could attend the meetings in order for the City to be represented.

Commissioner DePreter said over the past year, the Planning staff and Planning and Zoning Board (PZB) had conducted workshops related to resilient building techniques, and a joint meeting was held with the Historic Architecture Review Board (HARB). He said there was a very successful meeting held regarding the same issues with local contractors, City Building staff, City Flood Plain Manager, and the City Building Official and one of the topics that unfolded was the Federal Emergency Management Agency (FEMA) which had a shared goal of increasing the rating. He said there were many things the City could do as discussed, and currently, the City was at a category five (5), which provided residents with a 25% discount on flood insurance. He said if the City could be a category four (4), residents would have a 30% discount on flood insurance and good practices could be developed. He requested that staff bring back ways for the City to become a category four.

15. Adjournment

There being no further business, the meeting was adjourned at 7:33 P.M.⁴

Nancy Sikes-Kline, MAYOR

Darlene Galambos, CITY CLERK

DRAFT

⁴ Transcribed by Elyse Wiemann

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, April 28, 2025

The City Commission met in formal session Monday, April 28, 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
Jennifer Michaux, Police Chief
Carlos Aviles, Fire 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

Mayor Sikes-Kline **MOVED** to approve the Regular Agenda. The motion was **SECONDED** by Commissioner Jim Springfield and **APPROVED BY UNANIMOUS VOICE VOTE.**

3. Special Presentations, Recognitions and Proclamations

3.A.2025 City Commission Citizenship Awards. (C. Niles, Event & Venue Coordinator)

3.B.2025 Citizens' Academy Graduation Ceremony. (R. Franklin, Assistant City Manager)

3.C. Proclamation 2025-21: Proclaims April 2025 as National Child Abuse and Neglect Prevention Month. (J. Springfield, City Commissioner)

3.D. Proclamation 2025-23: Proclaims May 2025 as National Historic Preservation Month. (N. Sikes-Kline, Mayor)

4. General Public Comments (3 minutes per individual)

The Commission heard from the following members of the public:

- Melinda Rakoncay
- Heather Neville
- 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: NONE.

CA.3. Reminder of Upcoming Meetings:
•May 12, 2025, 3:00PM-Special CRA Meeting
•May 12, 2025, 3:15PM-Special City Commission Meeting
•May 12, 2025, 4:30PM-Adelaide Sanchez Award Presentation to Cyndi Stevenson
•May 12, 2025, 5:00PM-Regular City Commission Meeting

CA.4. APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:
•March 24, 2025, Regular City Commission Meeting
•April 14, 2025, Shade Meeting

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

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

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

CA.8. Quarterly Report: 2nd Quarter FY 2024-2025. (I. Lopez, City Attorney)

CA.9. Approval for perpetual permission to use the City Crest for the annual History Festival. (M. Wissel, Communications Director)

CA.10. Approval of the Phase 3 plat for Madeira at St. Augustine. (A. Skinner, Director Planning and Building)

CA.11. Authorizes execution of the annual Nights of Lights operating agreements between the City of St. Augustine and Old Town Trolley Tours. (C. Sakryd, Director General Services)

End Consent Agenda

5.A. Additions, deletions or modifications to Consent Agenda

Mayor Sikes-Kline expressed concern for perpetual permission to use the City Crest.

Isabelle Lopez, City Attorney, said it could be automatically annually renewed unless the Commission brought it back as an action item to terminate the agreement.

Mayor Sikes-Kline asked if that modification could be added to that item, she would make a motion to approve the consent agenda.

Commissioner DePreter asked for clarification.

Ms. Lopez said it would automatically be renewed unless it was brought back to be terminated.

5.B. Approval of Consent Agenda

MOTION

Mayor Sikes-Kline **MOVED** to approve the Consent Agenda. The motion was **SECONDED** by Commissioner Springfield 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

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

David Birchim, City Manager, reviewed the Public Art Installation project. He said there had been a discussion at the April 14, 2025, City Commission meeting to delay the decision of the public art installation located at May Street/San Marco Avenue until all Commissioners were available. He said the project budget was \$250,000 and two out of the five milestones had been completed. He said the remaining budget was \$162,500. He identified four options for consideration:

- Continue with the project as planned and install the artwork at May Street/San Marco Avenue
- Install the artwork on the City owned vacant land on the east side of May Street
- Install the public artwork in another city owned park; or
- Cancel the contract for the public artwork

Mayor Sikes-Kline said she was not in favor of moving forward and felt the money could be used elsewhere. She said there were a variety of things the money could be used for such completing the undercarriage lighting on the Bridge of Lions or it could be added to the preservation fund or the conservation fund.

Commissioner Garris said she voted against the project after receiving several concerns from the public based on the amount of money being spent on the artwork. She felt this piece of artwork could be used as a place of shelter for the homeless. She said she did not think the taxpayers' money should be spent on these things; however, thought the area could be beautified instead. She said there had been discussions about developing the land that was purchased on May Street, and that was her reason for suggesting to move the art piece to that location. She said the remaining money could be used to finish the homeless drop-in day center off county road 207, which would be a resource to help change lives. She said she valued art but thought the money could

be used elsewhere. She said art was very valuable but everyday living and a community impact was better for the residents.

Commissioner Springfield said after more reflection, he was on the Commission to represent the residents. He said part of his reason for voting in support of the project in August 2024, the art committee had selected an artist, and he respected their decision even though he was not in support of the result. He said after receiving comments from the community, the consensus was that they were not opposed to artwork, but they were opposed to this specific piece of artwork and the price of \$250,000. He said one trait for a commissioner was to admit when you were wrong, and he felt that he would be inclined to scrap the project and save the rest of the money left for another time. He said in the future, the money could be used for art, but it needed to reflect the culture of the City.

Mayor Sikes-Kline agreed. She said she was not opposed to art and mentioned that the county was working on establishing a public art program and wanted the City to have one. She said she regretted this misstep, as this particular piece of art was not supported by the community. She felt many people found it unrelatable, and installing this piece in a location where it could not be accessed made it more difficult to enjoy. She said she could support moving it but preferred to end the project in totality.

Commissioner Blonder said she had seen many pieces of art that she was not a fan of; however, she felt art was an expression and an opportunity to engage in often uncomfortable feelings and discussions which were a critical need in our society. She felt the decision made by the Commission was not a misstep as there was a long lengthy process, which included a lot of public engagement and feedback. She said the citizen subcommittee was led by the former Vice-Mayor Roxanne

Horvath, and due diligence was done. She said time had been invested in by the committee and artists and she felt that it should be respected. She said the City had invested \$87,500, in good faith, of taxpayers' money for public art in this location. She said the tone on social media regarding the artwork already was embarrassing and disrespectful, and she apologized directly to the artist. She said she would not support more landscaping as the site was landscaped with native plants by the Florida Department of Transportation (FDOT) under the contract with the City. She stated she was disappointed.

Commissioner DePreter said the artwork was budgeted as a one-time cost and in the grand scheme of things, he did not feel that \$250,000 was a lot of money. He stated art and culture was a goal of the City as it was in the Vision Plan and that was what made the City different from other coastal towns. He said the subcommittee had very qualified local people on it and the City was lucky to have them in the community. He explained the meetings were noticed to the public, public comments were given, the selection was unanimous by the subcommittee and voted on by the Commission. He said he did not feel this art piece was controversial as the piece was conceived to be in this location as it was designed for circular viewing. He said \$87,000 had been invested in the project and he did not want to lose the investment. He said since this was a goal of the City, he felt this was a way of retreating.

MOTION

Mayor Sikes-Kline MOVED to end the art installation and decide at a later time how to use the remaining funds. The motion was SECONDED by Commissioner Springfield.

VOTE ON MOTION:

AYES: Sikes-Kline, Springfield, Garriss

NAYES: Blonder, DePreter

MOTION CARRIED 3/2

10.B. Nights of Lights Public Engagement Schedule. (D. Birchim, City Manager)

David Birchim, City Manager, reviewed the Nights of Lights! public engagement schedule, and noted he recently spoke to the Tourist Development Council (TDC). He said there would be continued work on how to improve large events in the City and a staff-level traffic circulation working group had been created. He said this required a robust public engagement effort and he planned to hold a total of five (5) meetings, two for the residential stakeholders, two for the business stakeholders, and one joint meeting consisting of both. He noted the meetings would take place in the Alcazar Room at City Hall on the following dates:

- Residential- May 20, 2025, at 9:00a.m.
- Business- May 22, 2025, at 1:00p.m.
- Residential -May 27, 2025, at 9:00a.m.
- Business -May 29, 2025, at 1:00p.m.
- Joint Meeting- June 10, 2025, at 9:00a.m.

He advised there had been one change, which was the time for the joint meeting. He said it would take place during the evening. He said everyone was welcome to come to the meetings to provide suggestions, concerns, complaints, or ideas. He stated the meetings would be advertised on all social media outlets, the City website, directly contacting, and neighborhood and business associations. He said a report would be compiled from these meetings and provided to the Commission for consideration.

Commissioner DePreter asked what time the joint meeting would take place and if they would be recorded and online.

Mr. Birchim replied the June 10th, the Joint meeting would take place between

5:00p.m.-7:00p.m. and all meetings would be held in the Alcazar Room. He said the meeting would not be recorded but the information would be captured.

Darlene Galambos, City Clerk, stated that several recording secretaries would be needed to conduct these types of 'town hall' meetings, and that was unable to be done. She said these were more relaxed, with only the public and staff in attendance.

Mr. Birchim pointed out that the comments would be written down by staff and those would be provided back to the Commission.

Commissioner Springfield pointed out that there was a difference between public awareness and public involvement. He said the City no longer had The Record Newspaper, which hindered the involvement of the public. He said staff was doing everything possible to communicate with the public but once a decision was made by vote, word spread rapidly and it became more of an awareness situation. He said that was where he felt there would be a disconnect at no fault to anyone, but did not feel there was a way to provide information as thoroughly as many did not use social media. He said he hoped there would be ways to make the public aware after having public involvement.

Mayor Sikes-Kline complemented Mr. Birchim for his presentation to the Tourist Development Council (TDC). She thanked the residents for coming and voicing their concerns regarding safety.

10.C. Noise Ordinance Update. (A. Cuthbert, Deputy Chief of Police)

Anthony Cuthbert, City of St. Augustine Assistant Police Chief, provided an update on the noise ordinance. He said the final ordinance would be ready and submitted for first reading at the June 9th meeting.

Commissioner Springfield commented that there had been less than positive feedback

from some of the business community about using the plainly auditable version as it could result in one officer being overzealous for one reason or another. He said he felt there would be complaints no matter what, especially when a police officer was involved. He said he thought this would be beneficial as it would allow them to instruct businesses to turn down the volume by giving a warning. He said if a business consistently broke the rules, it would allow more offenses.

Chief Cuthbert replied that part of the enforcement program was to start with education first.

Commissioner Blonder said she liked that a clear timeline with the first and second readings being outlined. She thanked Chief Cuthbert for his hard work.

Commissioner DePreter said he had been a little skeptical of only relying on someone's opinion but liked the idea of using it to give warnings and then after a few warnings, a decibel meter reading could take place for a more objective reading. He said he would be in support of this if that was the way the ordinance was outlined.

Commissioner Springfield clarified that he meant a warning and citation could both be given by the plainly auditable reading.

Commissioner Garris explained she had received an email from Scott York, a citizen, who had called about a noise complaint and the officer who responded did not have the equipment nor training to provide a decibel reading. She asked if the information given to Mr. York was accurate because she felt very disappointed by this. She asked once this was in place, would more officers be trained in order for them to respond effectively.

Chief Cuthbert replied that majority of the officers would be trained and certified on the decibel meters but also trained on the aspect of the new ordinance to include the

plainly audible. He said regarding that particular complaint, there was a certified decibel meter officer training on duty that night; however, he was conducting a reading on Anastasia Island at the same time. He said the vision was to have everyone trained and armed with the knowledge on how to enforce the new ordinance.

10.D. Information regarding the City's Community Rating System (CRS) Program. (A. Skinner, Director Planning and Building)

Richard "Buddy" Schauland, City Building Official and Flood Plain Administrator, provided a brief overview of the Community Rating System (CRS) program. He reviewed the requirements that would have to be achieved by the City to reach a level "4" providing residents a 30% discount for flood insurance.

Mayor Sikes-Kline asked if an example of a Watershed Master Plan could be provided to the Commission.

Mr. Schauland replied he would reach out to the City of Palm Coast for their plan and send that out for review.

Mayor Sikes-Kline felt creating a Watershed Master Plan would be the next steps for the City.

Commissioner Blonder felt the City should try to obtain a CRS 4 rating level as an additional 5% could make a significant difference for residents. She thought the Watershed Master Plan was within reach. She said the Surface Water Improvement Management (SWIM) Plan under the direction of the St. Johns Water Management District fit within the Watershed Master Plan and thought they would have models that could be used as a resource. She said she was very supportive of this; however, was concerned that the CRS plan was under the Federal Emergency Management Agency (FEMA) which was really stretched. She said she

did not want to commit without knowing the outcome of the CRS, as the contract had been awarded to another company, but thought the exercise was worth trying.

Mr. Schauland said another Water Management District in our region of the Water Flood Plain Managers Association, spoke about the State wanting to have a Watershed Master Plan done for the entire state; however, the issue was funding and too far in the future.

Commissioner Blonder commended Mr. Schauland for bringing this to the Commissions attention and pointed out there was a lot of funding available for modeling given the City's elevations and rainfall.

Commissioner Springfield asked if St. Johns County received a positive Local Mitigation Strategy (LMS) rating would the City benefit from since the City was within the county. He asked what the County's CRS rating was.

Mr. Schauland replied in the affirmative and explained the City was a part of the Flood Warnings Program, and the LMS, which belonged to the county. He said the County's CRS rating was the same as the City, level 5.

Commissioner DePreter said he was interested to see where growth was expected or redevelopment according to the Watershed Master Plan. He asked since reverification was underway with the CRS coordinator, would that information be provided to the Commission. He asked, if he knew how long a Watershed Master Plan took to complete.

Mr. Schauland replied that it would be provided, and this was done yearly around the same timeframe; however, the results would not be received until a year later. He said they attended the webinar that was conducted by the State for this year's grants and the University of Florida contacted them, and after further

conversations they said it could take between one to two years for the study. He said they were hoping some of the studies Jessica Beach, Chief Resiliency Officer, was conducting would contribute to this one.

Mayor Sikes-Kline said by participating in the CRS program, homeowners received a 25% discount on flood insurance and if able to move to Class 4, it would increase by 5% for a total of 30%, discount which was significant to homeowners. She said she wanted to take the next steps to move forward and since he knew what was needed for the grant program, she wanted him to be proactive and take the steps to proceed. She said the grant program would be very beneficial to the City.

Mr. Schauland said he would look into the grant process.

11. ITEMS BY CITY ATTORNEY

Isabelle Lopez, City Attorney, advised that the bills they had been following maybe voted on this week.

12. ITEMS BY CITY CLERK

12.A. Request for one (1) appointment to the Historic Architectural Review Board (HARB). (D. Galambos, City Clerk)

Darlene Galambos, City Clerk, one appointment to the Historic Architectural Review Board (HARB). She said there were three (3) applications received from Michael Blake, Gaere MacDonald, and Roy Williams. She said all three were qualified for the position. She said the Commission could vote by ballot or a nomination could be made.

Mayor Sikes-Kline asked if Mr. MacDonald was on the HARB.

Ms. Galambos replied that he was on the board; however, his term had expired at the end of March 2025. She said in the

past they had allowed a former Board member to apply for two additional terms if they met the qualification due to how difficult it was to find qualified applicants given the nature of the Board requirements. She said they were allowed to apply as long as they had missed one meeting in between.

Mayor Sikes-Kline requested a ballot vote.

Ms. Galambos tallied the votes and announced that with four votes Mr. MacDonald was reappointed to the Board.

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

Darlene Galambos, City Clerk, reminded the Board of the open positions on the different Board and Committees. She said applications were being accepted for the Corridor Review Committee and applications for the Lincolnville Community Redevelopment Area (LCRA) Steering Committee would be brought back in June. She said an application would be presented to the Firefighters Pension Trust Board's for the fifth member and would be brought back for ministerial approval.

13. ITEMS BY CITY MANAGER

David Birchim, City Manager, congratulated Xaiver "X" Pellicer for being awarded George Gardner Award for Civic Excellence, from the neighborhood council for his work on Spanish Street.

14. Items by Mayor and Commissioners

Commissioner Garris spoke about her trip to Avilés, Spain with Communications Director, Melissa Wissel and nine members of the Sister Cities Organization. She mentioned the different places they visited and expressed her gratitude for the Easter Celebration and added that the hospitality was unbelievable. She thought the student exchange program would be

very beneficial and could make a difference for these students in their future. She thanked the City and the Commission for allowing her to go and experience the culture.

Commissioner Springfield encouraged those who attended the Citizens' Academy to apply for the different opportunities available on Boards and Committees. She thanked Melissa Wissel, Communications Director, for her assistance with the Citizenship Awards.

Commissioner Blonder said with the upcoming budget cycle. She had a few suggestions and ideas, and thought with the Flood Plain Management, an incentive program should be implemented for residential and commercial rain gardens and bio swells. She said the Street Tree Advisory Committee was trying to be reintroduced and thought this was something that could be done and to encourage the use of native species. She added that staff had mentioned a solar initiative test case and wanted that to progress. She emphasized the desire for the composting program to continue and expand as this was the City's third year. She said during public comment Ms. Rakonca mentioned the demolition of buildings and the effects the vibrations could have on historic buildings. She said demolitions were taking place in parts of the city and pointed out that a website that noted the vibration assessment explained the damage to the walls, foundations, chimneys and other parts of the buildings and the extent of the damage was unknown. She said if there was a baseline for construction, the City should be proactive to assess the types of damage that could take place and the type of equipment that could be used and emphasize how this could affect the historic nature of the buildings.

Mayor Sikes-Kline said she had received the same email regarding vibrations, and spoke with Isabelle Lopez, City Attorney, specifically related to the Planned Unit

Development (PUD) project that was being developed and requested a vibration plan. She said she agreed with Ms. Rakoncay that daily monitoring should take place, and historic buildings were in this PUD, which was an irreplaceable structure. She said she spoke with David Birchim, City Manager, and Ms. Lopez, about moving forward with how the zoning code and PUD zoning code could be modified to incorporate the vibration issues. She encouraged the rest of the Commissioners to take a tour of the Indinahead Biomass, LLC as it was very informative and interesting. She noted that Chief Jennifer Michaux, City of St. Augustine Police Department, was offering a ride-a-long, and she recommended each Commissioner to accept the offer if they had not taken one. She stated she received a request for a letter of support or resolution to promote National Distractive Driving Awareness Month, even though it was April, she felt a letter of support should be sent as there was a bill in the State Senate that addressed this issue. She asked for consensus to send the letter in support.

Commissioner Blonder felt that it fit with the City Mobility Plan.

There was a consensus to send the letter.

15. Adjournment

There being no further business, the meeting was adjourned at 7:24 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, May 12, 2025

The City Commission met in formal session Monday, May 12, 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
Stephen Slaughter, Director, Public Works & Utilities
Amy Skinner, Director, Planning and Building
Andrea White, City Archaeologist
Melissa Wissel, Director, Communications
Jennifer Michaux, Police Chief
Carlos Aviles, Fire Chief
Elyse Wiemann, Recording Secretary

MOMENT OF SILENCE and PLEDGE OF ALLEGIANCE

Vice-Mayor Barbara Blonder requested a moment of silence and Commissioner Jim Springfield 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 Commissioner Springfield and **APPROVED BY UNANIMOUS VOICE VOTE.**

3. Special Presentations, Recognitions and Proclamations

3.A. Proclamation 2025-20: Proclaims May 17-23, 2025, as National Safe Boating Week. (N. Sikes-Kline, Mayor)

3.B. Proclamation 2025-22: Proclaims May 2025 as Problem-Solving Court Month. (N. Sikes-Kline, Mayor)

4. General Public Comments (3 minutes per individual)

The Commission heard from the following members of the public:

- Shannon Sapp
- Kristi Hamilton
- Kelsey May
- Chris Fulmer
- 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 JUNE 9, 2025:

•Ordinance 2025-02: Amendment to the Firefighters' Pension Trust Fund share plan.

CA.3. Reminder of Upcoming Meetings:

- June 9, 2025, 5:00PM-Regular City Commission Meeting
- June 23, 2025, 5:00PM-Regular City Commission Meeting
- July 14, 2025, 3:00PM-Special City Commission Meeting (Budget Assumptions)
- July 14, 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). NONE.

CA.7. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: Certificate of Recognition to Unity of St. Augustine in

celebration of 20 years of support and service to the greater St. Augustine Community. (C. Garris, Commissioner)

CA.8. Approves the time extension of the Fountain of Youth Elks Lodge Grant Agreement to December 31, 2025. (J. Perkins, Neighborhood Services & CRA Manager)

CA.9. Marlowe 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 Blonder 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

8.A.1. Ordinance 2025-06: Imposes restrictions on mobile vendors during Nights of Lights and July 4th celebrations. (I. Lopez, City Attorney)

Isabelle Lopez, City Attorney, presented Ordinance 2025-06.

Public hearing was opened; however, there was no response.

Commissioner Springfield requested a study to be conducted this year during the 4th of July and Nights of Lights on the other streets to record data and have pictures to see if it could be included for the following year.

Ms. Lopez replied that data could be collected.

Commissioner DePreter said he was in support of the Ordinance as the evidence was substantial.

Commissioner Cynthia Garris felt it should move forward to help eliminate the congestion for pedestrians.

Commissioner Blonder added that safety was a concern for pedestrians and to help with the reduction of traffic would be beneficial. She said this would also help the established businesses as they deserved to have services engaged by the public.

MOTION

Commissioner DePreter MOVED to ADOPT Ordinance 2025-06 on grounds of public safety on second reading by title only. The motion was SECONDED by Commissioner Springfield.

Ms. Lopez read the title as follows:

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.

VOTE ON MOTION:

AYES: DePreter, Springfield, Garris, Blonder

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

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 2025-02: Amendment to the Firefighters' Pension Trust Fund share plan. (I. Lopez, City Attorney)

Isabelle Lopez, City Attorney, presented Ordinance 2025-02.

Commissioner Garris was in support of the increase and thought it should be done for the firefighters.

Commissioner Springfield asked if anything was there, preventing the Commission from making this permanent until the Union wanted to renegotiate.

Ms. Lopez replied that was the way it was written.

Commissioner Springfield clarified that this type of ordinance would not be returned to the Commission unless the union wanted to amend the share plan.

Ms. Lopez replied in the affirmative.

MOTION

Commissioner Springfield MOVED to pass Ordinance 2025-02 on first reading read by title only. The motion was SECONDED by Commissioner Garris.

Isabelle Lopez, City Attorney, read the Ordinance.

ORDINANCE NO. 2025-02

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 20, ARTICLE V, SECTION 20-219 OF THE CODE OF THE CITY OF ST. AUGUSTINE TO MODIFY THE TERMS OF THE FIREFIGHTERS' PENSION TRUST FUND SHARE PLAN; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING FOR AN EFFECTIVE DATE

VOTE ON MOTION:

AYES: Springfield, Garris, DePreter, Blonder

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

9.B. Resolutions

9.B.1. Resolution 2025-15: Authorizes a traffic signal maintenance and compensation agreement for \$116,123.00 between FDOT and the City of St. Augustine. (R. Franklin, City Manager)

Reuben Franklin, Assistant City Manager, reviewed the Resolution.

Commissioner Blonder asked if the agreement was annually renewed.

Mr. Franklin replied that it was as the City maintained the traffic signals for the ones inside the City limits for the State and the City was reimbursed.

MOTION

Commissioner Blonder MOVED to pass Resolution 2025-15. The motion was SECONDED by Commissioner DePreter.

VOTE ON MOTION:

AYES: Blonder, DePreter, Garris, Springfield

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

9.B.2. Resolution 2025-16: Approves the adoption of the revised Local Mitigation Strategy (LMS) plan for St. John's County. (J. Beach, Chief Resilience Officer/Utilities & Public Works Deputy Director)

Jessica Beach Chief Resiliency Officer, Utilities & Public Works Deputy Director, reviewed the Resolution.

Commissioner DePreter was in support of the Resolution. He said the Watershed Management Plan prerequisites could be affected by the Local Mitigation Strategy (LMS).

Ms. Beach replied that they would work with them directly for the potential grant opportunity for the Watershed Management Plan.

Commissioner Springfield asked if this had to be approved in order to receive funds.

Ms. Beach replied in the affirmative and said these projects had to go through the LMS. She said the working group ranked the projects and those were forwarded along with a letter of support through the chairperson of the LMS. She said it was

the way to obtain funding for the projects listed.

Commissioner Springfield said this was a very extensive list that was used to receive Federal Emergency Management Agency (FEMA) funds.

Commissioner Blonder said the partnership between the County and the City was essential for resiliency strategies, and even regionally in Northeast Florida. She said she loved how this highlighted how the City was at the forefront of these types of initiatives and actions. She said the City was a role model not just for the State but also the Country, especially for the size of the City. She said there were challenges as this was a coastal city and with the historic and cultural resources the City had. She said this was essential to thriving and surviving as a City. She noted the flood sensor installed at the City Marina would be very beneficial to the residents.

MOTION

Commissioner Blonder MOVED to pass Resolution 2025-16. The motion was SECONDED by Commissioner Springfield.

VOTE ON MOTION:

AYES: Blonder, Springfield, DePreter, Garris

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

9.B.3. Resolution 2025-17: Supports the small matching grant of \$50,000 for "Exploring History Beneath Your Feet: St. Augustine Archaeology Heritage Trails". (A. White, City Archaeologist)

Andrea White, City Archaeologist, reviewed the Resolution.

The Commissioners agreed this was a great opportunity and they all spoke in support of the Resolution.

MOTION

Commissioner Springfield MOVED to pass Resolution 2025-17. The motion was SECONDED by Commissioner DePreter.

VOTE ON MOTION:

AYES: Springfield, DePreter, Garris, Blonder

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

9.B.4. Resolution 2025-19: Adopts the updated 2024 Vision Plan for the City of St. Augustine. (A. Skinner, Director, Planning and Building).

Amy Skinner, Planning and Building Director, reviewed the Resolution.

Monica Dominguez, Economic Development Program Manager for the Northeast Florida Regional Council, provided an overview of the updates to the Vision Plan. She noted there were six meetings throughout the City and feedback had been provided by stakeholders and those in attendance. She added that an email address had been specifically created for those not in attendance to provide their input regarding the plan. She said the key factors to the Vision Plan were as follows:

- Livability
- Vitality
- Resiliency
- Authentic Character

Commissioner DePreter said he liked that it cultivated a diverse business environment. He said that St. Johns County and the City had the highest amount of people working from home, which helped residents with different opportunities. He said in the Vision Plan it was consistent but was in support of adding Resiliency.

Commissioner Blonder asked how the negative comments were incorporated into the goals.

Ms. Dominguez said negative comments were only part of it but very important. She said there were repeated themes which were how they were able to identify some of the goals that went into the plan. She said a lot of the comments came from the online survey and most of the comments included updates and dialogue. She said that it would help with the disconnect and moving the 2014 Vision Plan forward.

Commissioner Garris said she thought the Vision Plan was interesting. She said with the update a lot of different perspectives were received. She said adding resiliency was very important because there had been a lot of flooding due to high tides, hurricanes, and delayed projects. She said many were concerned about resiliency and how it could be improved. She said she felt not all residents were as informed as she hoped and wished for information to be provided more thoroughly as there was a lot happening within the City. She said the Communications Department worked hard to spread information but without residents utilizing the resources the City offered, they would not know.

Commissioner Blonder said, after reviewing the updates to the Vision Plan, she agreed those four key elements were very important themes. She said future progress and goals could be related to these themes and the Strategic Plan would help with reaching the goals. She said she was a bit reluctant to adopt the Vision Plan without the Mayor being present to hear her feedback and asked how to proceed.

Mr. Birchim explained the Commission could wait to adopt the Vision Plan until the Mayor returned in June. He said staff wanted to present the plan as it was complete, but also because it was tied to the budget process.

Commissioner Blonder asked if the Mayor had modifications to the Strategic Plan or the budget to reflect any of her priorities if they were unmet in the Vision Plan.

Mr. Birchim agreed.

Commissioner DePreter said he would have to trust those who had spoken to her which was staff but thought the plan was broad enough. He said he was in support of adopting the Vision Plan.

Commissioner Garris felt it should be adopted since we were approaching the budget season, and if modifications were needed those could be made.

Commissioner Springfield agreed.

MOTION

Commissioner Springfield MOVED to pass Resolution 2025-19. The motion was SECONDED by Commissioner Garris.

VOTE ON MOTION:

AYES: Springfield, Garris, DePreter, Blonder

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

10. Staff Reports and Presentations

(NONE)

11. ITEMS BY CITY ATTORNEY

11.A. 2025 Legislative Session Update- for informational purposes only. (I. Lopez, City Attorney)

Isabelle Lopez, City Attorney, briefly reviewed the different bills that had passed and those awaiting signatures by the Governor.

Commissioner Blonder commented that the Demolition Bill was very important to the City. She said she hoped the Governor would sign this, and no matter the

outcome, she thanked everyone for their hard work.

Commissioner DePreter thanked everyone for working hard.

12. ITEMS BY CITY CLERK

12.A. Notification of Term Expirations for 1977 City Employees' Retirement System of the City of St. Augustine (GERB). (D. Galambos, City Clerk)

Darlene Galambos, City Clerk, notified the Commission that there were three term expirations, one position was elected by the employees, and the other two were eligible for reappointment and anticipated they would apply. She said the positions would be advertised accordingly.

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

Darlene Galambos, City Clerk, reminded the Commission of the available positions on the different Boards and Committees.

13. ITEMS BY CITY MANAGER

(None)

14. Items by Mayor and Commissioners

Commissioner Springfield said he attended the groundbreaking of Fort Mose and thought it was done well, and the celebration was great and needed for this community. He commented that the culture currently was covering up history, and he pointed out that eventually, it would be exposed because you can bury history, which was what happened at Fort Mose.

Commissioner Garris said she too had attended the groundbreaking for Fort Mose, and felt it was very well done, and well attended. She said all the money raised was able to help make the fort a reality. She said this was a blessing for the community.

Commissioner Blonder thanked those who attended the meetings, and they really appreciated those who took the time. She noted that staff was aware of the property on San Marco Avenue and the opportunity it presented. She explained that she had a neighbor who blew the acorns off their property and into the street and then into the storm drains. She asked if the City could, unless preempted, create a penalty for companies and individuals who violate. She felt it was important for sustainability and resiliency that this practice should no longer be allowed. She asked if the City Attorney to help move that forward, she would appreciate it. She noted that this fit in with the Strategic Plan of fierce protection of the environment and resiliency. She thanked Andrea White, City Archaeologist, and the Archeology Department for their hard work and education that they provide to the public. She noted she received her water bill and had questions, and the Customer Service went above and beyond to assist her.

15. Adjournment

There being no further business, the meeting was adjourned at 6:20 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: May 30, 2025

RE: **PARTIAL RELEASE OF UTILITY MORTGAGE – 308 VENETIAN BOULEVARD**

Enclosed is a Partial Release of Mortgage for 308 Venetian Boulevard, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine, William Allen Hecht, and Miranda Lee Yelvington. The mortgage was recorded in the Public Records of St. Johns County on June 18, 2020. This partial release applies to Lot 6 only as it was sold to a new owner. Lot 6 will have to obtain service separately at its own cost and is not included in the infrastructure of the existing utility mortgage.

Please place this Partial Release of Mortgage on the consent agenda for consideration and execution at the June 9, 2025 City Commission meeting.

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



Isabelle C. Lopez
City Attorney

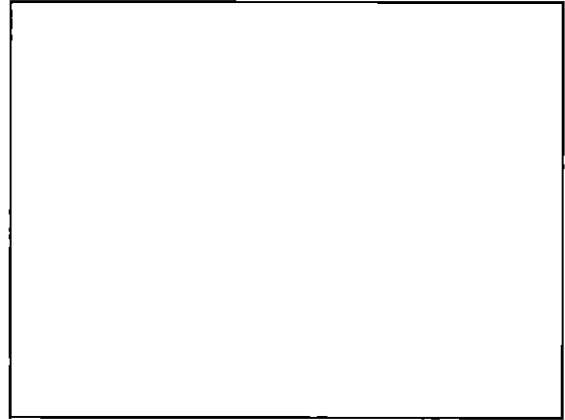
/s/
Attachment

xc: Darlene Galambos, City Clerk (with original)

Agenda Title:

Partial release of Unit Connection Fee Mortgage for 308 Venetian Boulevard.

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



PARTIAL 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 partially releases the Mortgage entitled, "Unit Connection Fee Mortgage," dated June 10, 2020, recorded at Official Records Book 4967, Page 812, 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 as follows:

LOT 6, BLOCK M, VENETIAN ISLES, AMENDED AND CORRECTED, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 10, PAGE 64 TO 66, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

Mortgagee hereby partially releases said Mortgage as to Lot 6 only from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 4967, Page 812, of the Public Records of St. Johns County, Florida. Lot 6 will have to obtain service separately at its own cost and is not included in the infrastructure of said Mortgage.

IN WITNESS WHEREOF, this Partial 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, **Nancy Sikes-Kline**, who is personally known to me, who is the person who executed the foregoing instrument and who acknowledged before me that she executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal, this _____ day of _____, 2025.

Notary Public, State of Florida

(S E A L)

EXHIBIT "A"

LEGAL DESCRIPTION: LOT 6, BLOCK M, VENETIAN ISLES, AMENDED AND CORRECTED, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN MAP BOOK 10, PAGE 64 TO 66, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

PARCEL ID NUMBER: 075170-0060

LOCATION ADDRESS: 308 VENETIAN BOULEVARD, ST. AUGUSTINE, FLORIDA 32095

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David P. Birchim, AICP
City Manager

DATE: May 13, 2025

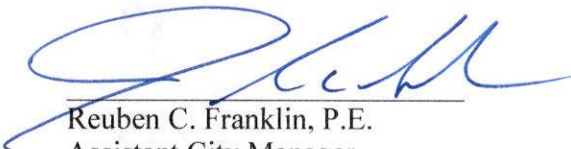
RE: Old Town Trolley Tours of St Augustine (OTT) 4th of July Shuttle Services Agreement

Attached is the operating agreement between the City of St Augustine (CoSA) and OTT for the purpose of providing shuttle services for visitors during the annual "Fireworks over the Mantanzas" event on July 4, 2025.

This agreement authorizes OTT to operate shuttle services along a predetermined route starting on July 4, 2025, at 6:00 p.m. and terminating on July 5, 2025, at 12:00a.m. This agreement also recognizes OTT as the transportation sponsor for the "Fireworks over the Mantanzas" event.

If you concur, please place this item on the Consent Agenda for the City Commission meeting scheduled for Monday, June 9, 2025.

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



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

LETTER AGREEMENT

THIS LETTER AGREEMENT ("Agreement") is made and entered into by and between **OLD TOWN TROLLEY TOURS OF ST. AUGUSTINE, L.L.C.** (hereinafter referred to as "TROLLEY"), whose mailing address is 201 Front Street, Suite 224, Key West, Florida 33040 and **CITY OF ST. AUGUSTINE, FLORIDA**, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida (hereinafter referred to as "CITY"), whose mailing address is P.O. Box 210, St. Augustine, Florida 32085.

WHEREAS: The CITY desires to provide for the safe passage and shuttling of visitors from specified lots in a safe and orderly fashion during the Term of this Agreement for the annual "Fireworks over the Matanzas" event.

WHEREAS: The TROLLEY owns and operates shuttle bus service operations and agrees to provide to the CITY shuttle services for the safe and orderly passage of visitors during the Term of this Agreement on the terms and conditions set forth in this Agreement.

NOW THEREFORE, WITNESSETH: That in consideration of the covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, TROLLEY and CITY hereby agree as follows:

(1) TROLLEY covenants and agrees to provide the following shuttle bus services (Shuttle Service) for a Term hereinafter provided, for the specific purposes and on the terms and conditions set forth in this Agreement to-wit:

- (a) Provide 2 buses with drivers from the hours of 5:30pm to 12:00 a.m.
- (b) In addition to the 2 buses provided above, provide another 5 buses with drivers during the hours from 6:00 p.m. to 12:00 a.m.
- (c) To continuously provide Shuttle Service along a predetermined route as shown in **Exhibit "A"** attached hereto and incorporated by reference herein.
- (d) All Shuttle Service to begin and terminate at Flagler Boulevard and Gerado Street to include service to and from the following lots:
 - (i) Lot R-2, Anastasia Baptist Church
 - (ii) Lot R-1, The Amp
 - (iii) Lot R-3, R.B. Hunt

(2) TERM:

- (a) The Term of this Agreement shall be 4:00pm. EST on July 4, 2025, and shall continue until July 5, 2025, 12:00am. EST subject to the terms and conditions set forth below.
- (b) The Shuttle Service provided will continuously drive the loop starting at 6:00pm. and ending with the last bus departing the Flagler Boulevard and Gerado Street at 12:00am.

(3) **CONSIDERATION:** In consideration for the provision of Shuttle Service, the CITY, at its sole expense, shall provide the following services during the Term of this Agreement:

- (a) Provide an attendant at each lot location in addition to the Flagler Boulevard, and Gerado Street drop off.
- (b) Provide portable toilets for use by passengers and patrons.
- (c) Provide additional lighting for all lots and drop off location at Flagler Boulevard and Gerado Street.
- (d) Provide for all other amenities, such as trash receptacles or signage as may be deemed necessary or convenient.

(4) **TROLLEY AND CITY FURTHER COVENANT AND AGREE:**

- (a) That this Agreement is personal to the CITY and may not be assigned or transferred by either party without prior written consent, in writing and accepted by both parties. Notwithstanding the foregoing, the CITY may contract services from third-party providers to maintain, operate or manage its obligations as necessary.
- (b) TROLLEY agrees that TROLLEY shall at all times indemnify and will save and keep CITY harmless from any and all damage and liability occasioned by the use of the Shuttle Service and shall indemnify and keep harmless the CITY and its officers, agents and employees from and against any loss, costs, attorneys' fees, damages and expense arising out of or in connection with the use of the Shuttle Service by the passengers, patrons, and visitors and out of any injury or damage to any person or property whomsoever due directly or indirectly to the use or occupancy of said Shuttle Service. TROLLEY at TROLLEY expense shall provide policies of insurance generally known as Commercial General Liability insurance in the following coverage limits:

Each Occurrence	\$ 5,000,000.00
Personal and Adv. Injury	\$ 5,000,000.00
General Aggregate	\$ 10,000,000.00
Comprehensive Automobile Liability, each accident	\$ 5,000,000.00

- (c) TROLLEY shall obtain and deliver to the CITY prior to or at commencement of this Agreement the original policy naming the CITY as an additional insured a corresponding certificate of insurance, and thereafter, all renewals.
- (d) CITY agrees to recognize TROLLEY as the Transportation Sponsor for the "Fireworks Over the Matanzas" event. CITY further agrees to include

TROLLEY name and/or logo in all promotional materials, advertisements, and communications, including but not limited to print, digital media, and press releases, whenever parking and/or transportation services related to the event are referenced.

(5) **REMEDIES/SOVEREIGN IMMUNITY:** Each party to this Contract shall be entitled to seek enforcement of this Contract against the other party and shall have all remedies available in law or in equity, including the remedy of specific performance and all forms of injunctive relief. The CITY, however, specifically, and expressly, reserves all rights to sovereign immunity granted to municipalities by law, including, but not limited to, Section 768.28, Florida Statutes.

(6) **NOTICES:** Any notices required pursuant to this Agreement shall be delivered to TROLLEY by U.S. Postal Service mail, postage prepaid, at the following address:

OLD TOWN TROLLEY TOURS OF ST. AUGUSTINE, L.L.C.
Attn: Dave Chatterton
167 San Marco Avenue
St. Augustine, FL 32084

For purposes of any notices to CITY, TROLLEY shall deliver same by U.S. Postal Service mail, postage prepaid, to the following address:

CITY OF ST. AUGUSTINE
Attn: Xavier Pellicer
P.O. Box 210
St. Augustine, FL 32085-0210

(7) **COMPLIANCE WITH PUBLIC RECORDS ACT:** TROLLEY agrees it is a CONTRACTOR for the purposes of Florida Statutes Public Records law pursuant to F.S. 119.0701(1)(a).

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

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

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

1. Keep and maintain public records required by the city to perform the Work.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
5. A request to inspect or copy public records relating to the City's contract for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and the Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time.
6. If the Contractor does not comply with the City's public records request for records, the City shall consider such noncompliance a material default of the terms of the contract and shall seek such remedies for such default as provided in the contract or at law.
7. A contractor who fails to provide the public records to the city within a reasonable time may be subject to penalties under F.S. 119.10.

(8) **BINDING EFFECT:** No prior or present agreements or representations shall be binding upon the parties unless included in this Agreement. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties to be bound thereby.

(9) **ATTORNEYS' FEES:** In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs at all levels of the proceedings in addition to any other relief granted.

(10) **SEVERABILITY:** Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable as to one or more of the parties, all other provisions, nevertheless, shall remain effective and binding on the parties hereto, provided the essential terms for each party remain valid, binding, and enforceable.

(11) **GOVERNING LAW AND VENUE:** This Agreement shall be governed by the laws of the State of Florida. Each party agrees that any action against it may be brought in a court of competent jurisdiction in St. Johns County, Florida, regardless of the place of execution of the Agreement, and each party hereby waives any right to require that any action to enforce this Agreement be brought in any other jurisdiction or venue.

(12) **JUDICIAL INTERPRETATION:** Should any of the provisions of this Agreement require judicial interpretation, the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agents prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this
____ day of _____, 2025.

Signed, sealed, and delivered
in the presence of:

"TROLLEY"

**OLD TOWN TROLLEY TOURS OF ST.
AUGUSTINE, L.L.C.**

BY: _____
Dave Chatterton

WITNESS

WITNESS

ATTEST:

"CITY"

CITY OF ST. AUGUSTINE, FLORIDA
a municipal corporation

Darlene Galambos, City Clerk
(SEAL)

BY: _____
David Birchim, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle Lopez, City Attorney

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: May 13, 2025

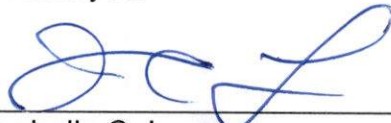
RE: **EMINENT DOMAIN: LAKE MARIA SANCHEZ– INVOICE FOR PROFESSIONAL SERVICES**

Enclosed please find Invoice No. 05-2025-05-5814 dated May 12, 2025 from Cavendish Partners, P.A. for legal services rendered in the Lake Maria Sanchez eminent domain matter.

The amount due is **\$27,750.00**. We have reviewed the billing and submit same to you for placement on the consent agenda for the June 9, 2025 City Commission meeting.

*WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEY'S
FEES AND COSTS ON THIS MATTER EQUALS \$34,215.50.*

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: 05/12/2025

Invoice #: 05-2025-05-5814

Matter: Eminent Domain re Lake Maria Sanchez

File #: 5814

INVOICE TOTAL AND BALANCE DUE \$27,750.00

Bill To:

Isabelle Lopez, City Attorney
75 King Street
P.O. Box 210

St Augustine, FL 32085

Due Date: 06/11/2025

Please Remit Payment To:

Cavendish Partners, P.A.
200 West Forsyth Street
Suite 1300
Jacksonville, FL 32202

**PAYMENTS RECEIVED AFTER 05/12/2025 ARE
NOT REFLECTED IN THIS BALANCE DUE INVOICE**

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: May 29, 2025

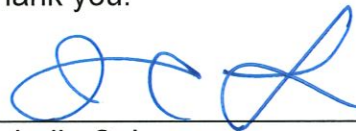
RE: MARLOWE V. CITY OF ST. AUGUSTINE – INVOICE FOR PROFESSIONAL SERVICES

Enclosed please find Invoice No. 04-2025-15-3020 dated May 29, 2025 from Cavendish Partners, P.A. for legal services rendered in the Marlowe v. City of St. Augustine matter.

The amount due is **\$5,040.00**. We have reviewed the billing and submit same to you for placement on the consent agenda for the June 9, 2025 City Commission meeting.

*WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEY'S
FEES AND COSTS ON THIS MATTER EQUALS \$166,208.85.*

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: 05/29/2025
Invoice #: 04-2025-15-3020
Matter: Marlowe
File #: 3020

INVOICE TOTAL AND BALANCE DUE: \$5,040.00

Bill To:

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

Due Date: 06/30/2025

Please Remit Payment To:

Cavendish Partners, P.A.
200 West Forsyth Street
Suite 1300
Jacksonville, FL 32202

**PAYMENTS RECEIVED AFTER 05/28/2025 ARE
NOT REFLECTED IN THIS BALANCE DUE INVOICE**

CITY OF ST. AUGUSTINE

MEMORANDUM

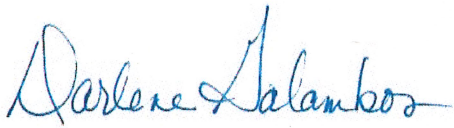
TO: Mayor and Commissioners

DATE: May 16, 2025

RE: Request for Confirmation of appointment to fill one (1) Vacancy to the St. Augustine Firefighters' Pension Trust Fund, Board of Trustees

At the regularly scheduled meeting of the St. Augustine Firefighters' Pension Fund Board of Trustees meeting held on May 14, 2025, the Board appointed Hal Chappell as the 5th member of the Board to fill the vacated position previously held by JoLinda LeVeck. This appointment is for a two-year term, which will expire on January 1, 2027. In accordance with City Code Section 20-193, City Commission ministerial approval is required.

The vacancy was published in the St. Augustine Record and on the City's website and Mr. Chappell was the only applicant. His application, an updated roster and board profile and responsibilities are attached.



Darlene Galambos
City Clerk

Attachments: Applications

xc: Clerk's Office

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 Harold (Hal) Chappell
2. RESIDENCE
(address) 193 Elmwood Dr. Saint Johns, FL 32259-3031 PHONE 443-223-0172
3. BUSINESS OWNED (Address) None at present PHONE 443-223-0172
4. PROPERTY OWNED (Address) None Renting at present
5. MAILING ADDRESS PREFERRED 193 Elmwood Dr. Saint Johns, FL 32259-3031
6. E-mail Address Hal@Invest4Now.US
7. BOARD DESIRED Fire, Police or General Employees
8. OCCUPATION (include resume) Former investment consultant to 40 Florida fire, police and general employees funds
9. PROFESSIONAL QUALIFICATIONS: (Attach additional information or Cover Letter)
Please see my answer to your question number 8
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."

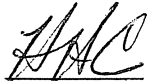
Specific Instructions: The two questions below are designed to identify your ethnicity and race. Regardless of your answer to question 1, go to question 2.	
Question 1. Are You Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, 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

Harold H. Chappell

DATE 02/10/2025

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.

A handwritten signature in black ink, appearing to be 'HAC', written over a horizontal line.

Initial

Hal Chappell, CIMA®, FINRA SIE
Cell 443-223-0172 Hal@Invest4Now.US

February 10, 2025

Cover letter

I have spent my career speaking with high-net-worth individuals, pensions (Defined Benefit and Defined Contribution), and endowment funds. I have experience working with separate accounts, mutual funds, and alternative investments. Please see my LinkedIn page at www.linkedin.com/in/hal-chappell-37a99a211

I really like prospecting. I opened Performance Measurement Associates (PMA) with four Florida fire and police pension fund clients and grew the business to forty funds. By Florida law, fire and police funds must have four quarterly meetings. I conducted 160 meetings annually (40 clients times four meetings per year) which is a good way to drive 50,000 miles per year. I made many friends and still speak with and see several of them.

The role of a financial consultant is like being a coach in sports. I am hired to make the clients' jobs less contentious and less stressful. At PMA I developed what could be thought of as an Outsourced Chief Investment Officer (OCIO) management methodology. If an investment manager's investment returns were in violation of the fund's investment policy, I would inform the trustees. The trustees had the power to call for a vote of no confidence in the manager. If three of the five trustees voted not to keep the investment manager, he would be excused. My investment policy contained criteria for selecting replacement managers.

In 1998 my family and I moved from Sarasota, Florida to Annapolis, Maryland to enroll our son Chris, who has cerebral palsy, in a special needs school. For this reason, I sold Performance Measurement and joined Legg Mason in Baltimore, MD.

At Legg Mason I was a Vice President and the Director of the Institutional Consulting and Wrap Groups. There were fifty-three people in my group. Additionally, I managed several of Legg's "house" accounts. I was pleased that my groups made money in the 2000 to 2003 downturn. I was blessed to have people I could count on. Several of them have executive positions today. Unfortunately, Legg Mason was sold to Smith Barney, which did not need my group, and then Smith Barney was sold to Morgan Stanley.

Alternative Strategies was a third-party marketing firm I opened in 2003. We represented an all-cap equity manager. My firm and the all-cap manager made good money but the stock market crash (the S&P dropped 37%) in '08 killed the institutional business. Please remember that to pay the retiree's benefit checks, pension funds had to sell their stocks because they could not get realistic pricing for their bonds. The same was true of colleges, hospitals, and foundation endowments.

In 2014, I joined Enhanced Investment Partners (EIP). EIP had a long-only domestic equity methodology which we converted into a hedge fund. We were just starting to market Enhanced when COVID-19 hit. We all know what happens to emerging investment managers when the future is in doubt. All the money goes to the old established managers. Young, emerging investment managers need not apply. This was an awful time to bring out a new product. We had spent all our money and were forced to close EIP. I left the firm in June of 2024.

Now I am looking for an opportunity to use my skills and knowledge to help make your firm the best you and I can make it. Let us try it together.

Thanks for your interest,

Hal Chappell

Investment Management Executive

Multifaceted career in the US investment consulting industry with a history of innovation and success.

This is a highly organized initiative-taker who arrives every morning with a list of tasks to be completed first, tasks to save for later in the day and tasks he could or should delegate. In past roles, he has frequently delivered complex information to as many as 160 groups in a year.

Hal is a driven, seasoned professional with more than 30 years of experience at all levels of the investment management industry. His presentations are noted for their ability to be understood, and he has experience analyzing markets, developing a go-to-market strategy, and using that strategy to develop new clients. Hal's LinkedIn Profile is <https://www.linkedin.com/in/hal-chappell-37a99a211>

Hal holds a FINRA Series SIE & CIMA, Studying for Sr 65
Designed asset allocations
Developed investment policy statements
Conducted investment manager searches
Managed a retail WRAP Program
Built and managed two different consulting practices

Developed marketing strategies
Managed a staff of fifty-three people
Conducted 160 Quarterly meetings per year
Wrote and produced quarterly reports.
Managed an Institutional Consulting Group
Willing to Relocate

Professional Experience:

(Internal Revenue Service) September 09, 2024 Until January 4, 2025 All new hires were schooled in answering tax-payers questions. The original proposition was to work from home four days per week with one day in the office. I decided to leave when it became apparent that all days would be in the office. My hours were daily from noon until 8:30 PM.

Enhanced Investment Partners LLC, 01-01-2014 – 06-10-2023, Senior Vice President.

This was a financial service firm we four partners founded and made into a hedge fund. We were entirely self-funded. No one got a pay-check.

The Enhanced Investment Partners four-person team turned a long-only, domestic equity methodology into a hedge fund. However, you cannot sell a new idea in a pandemic or during a two-year lockdown. After COVID-19 started we hoped our money would not run out before the end of COVID. We lost the bet.

Alternative Strategies LLC, 01-01-2004 – 12-31-2013, Founder & Managing Partner

This was a third-party marketing firm Mr. Chappell founded. The firm represented registered investment managers.

Hal's responsibilities were all encompassing as you would expect in a one-person firm. He directed the company's strategic courses, development, and future growth in the market. He determined priorities, set goals, and executed strategic planning. Hal drove organizational excellence to direct the daily operations and manage profitability for the company. Designed and implemented an institutional marketing strategy for clients.

Our firm, Alternative Strategies, had an all-cap equity manager. Assets under management were \$136M in 2003. Grew to \$678M in 2014 which represented a 400% increase. We introduced the firm to the institutional investment business. Unfortunately, when the 2008 Crash happened (The S&P went down 37%). Many employers had to sell their stocks to pay the retirees' retirement benefits. They had little choice because bond markets were virtually closed.

Legg Mason Wood Walker, 01-01-1999 – 12-31-2003, Vice President & Director of the Institutional Investment Consulting and WRAP Groups. Legg Mason Wood Walker was a stock brokerage firm employing approximately 1,400 brokers.

Mr. Chappell successfully managed the “house” accounts where top execs of Legg were members of the Boards of Trustees of various institutions. Introduced some of the Outside Chief Investment Officer (OCIO) “like” methods into the investment policy to speed-up the meetings and allow consultant to have more control. Enabled routine matters such as paying invoices to not need a quorum.

Legg’s retail investment consulting comprised several hundred accounts. Hal rewrote portions of the fund investment policy to allow more control for the Legg consultants. His department struggled to keep account fees on the printed price list. Unlike many competitors, he kept the investment consulting and WRAP business profitable in the 2000 to 2002 market downturn. Just after he left the firm, the Legg Mason Wood Walker brokers were sold to Smith Barney who quickly sold them to Morgan Stanley. Hence, Legg Mason Wood Walker and Smith Barney are both gone.

Performance Measurement Associates 01-01-1989 – 12-31-1998, Founder & President This was an institutional pension consulting firm Hal founded and grew from four client funds to forty client funds.

Mr. Chappell did everything, from producing the quarterly report for each meeting to leading all 160 client meetings per year.

The funds had combined assets under advisement of more than \$700 M. Florida law mandates quarterly meetings. Therefore, forty clients multiplied by four quarterly meetings, equals 160 client meetings per year. Hal drove an average of 45,000 to 50,000 miles per year and spent about one hundred nights in motels per year.

Education:

University of South Carolina 1964 – 1968 Majored in Finance & Marketing

Founding Member of the Investment Management Consultants Association (Renamed as Investments & Wealth Institute). Past Member of the Florida Public Pension Trustees Association (FPPTA).

The Wharton School at the University of Pennsylvania earned Certified Investment Management Analyst (CIMA). Awarded the IMCA Certificate in January of 1989. The Credential ID number is 4313 3334.

Financial Industry Regulatory Authority (FINRA)

Securities Industry Essentials (SIE) Dated 10/08/2021, ID #1968875312; Studying for the Series 65 Exam.

Hal and his wife, Sharon, have been married for more than 40 years. Their son, Chris, graduated from college and is employed in the Boston area. Sharon and Hal are living in Saint Johns, FL and are willing to relocate.

BOARD OF TRUSTEES ST. AUGUSTINE FIREFIGHTERS' PENSION TRUST FUND

Meets quarterly, February, May, August and November – 1:00 P.M.
Communications Conference Room, Elevator Lobby "B," 2nd Floor, City Hall

Board Member	Contact information	Election Date	2-Year Terms Expire
Dustin Hamilton VICE-CHAIR/Secretary	101 Malaga Street 808-3369 dhamilton@citystaug.com	12/2024 12/2022	01/01/2027
Sean Crofutt CHAIR	101 Malaga Street 829-1098 cro103@yahoo.com	12/2023 12/2021 11/2019 02/2018	01/01/2026
Appointed Board Members	Contact Information	Appointment	2-Year Term Expiration
Micah A. Clukey, Jr.	30 Seminole Drive, 32094 669-7618 mclukey@clukeyandtebault.com	12/11/2023 02/28/2022	01/01/26
Paul Leonard	5 Indian Mound, 32084 602-326-9190 pleonard430@gmail.com	12/11/2023	01/01/26
Harold (Hal) Chappell BOARD APPOINTED	193 Elmwood Dr. Saint Johns, 32259 443-223-0172 Hal@invest4NOW.US	05/14/2025	01/01/27
Pedro Herrera Sugarman & Susskind, P.A. 100 Miracle Mile ste 300 Coral Gables, FL 33134 305-613-5302 pherrera@sugarmansusskind.com	Jorge Friguls Mariner Institutional 340 West Central Ave, Ste 300 Winter Haven, FL 33880 836-293-8289	Doug Lozen Foster & Foster, Inc. 13420 Parker Commons Blvd, Ste 104 Fort Myers, FL 33912 239-433-5500 Doug.Lozen@foster-foster.com	Kimberly Kutlenios Fifth Third Bank 200 E. Robinson St, 9 th Floor Orlando, FL 32801 407-999-3027 Kimberly.kutlenios@53.com
Daniel Anderson Mauldin and Jenkins, CPA 941-747-4483 1401 Manatee Avenue West Suite 1200 Bradenton, FL 34205 danderson@micpa.com			

05/15/25

BOARD OF TRUSTEES
ST. AUGUSTINE FIREFIGHTER'S PENSION TRUST FUND

Authorization:	Article V, Chapter 20, Code of Ordinances
Number of Members:	Five (5)
Terms of Office:	Elected and appointed members Two (2) year terms.
Appointment:	Two (2) legal residents of the city appointed by City Commission: two (2) member representatives elected by the firefighters; and one (1) selected by previous four (4).
Qualifications:	None stated in ordinance
Duties:	The general administration, management, and responsibility for the proper operation of the retirement system, and for construing and making effective the provisions thereof.
Attendance:	Ordinance 2018-11 amended Sec. 2-191 to remove the language regarding meeting attendance and instead states <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:	Quarterly in February, May, August, November

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: May 29, 2025

RE: City Commission Agenda Item for June 09, 2025
License for Use of City Right-of-Way at 4 Locust St

Proposed is a License for Use of City Right-of-Way, which will allow the use of City Right-of-Way at 4 Locust St to maintain a brick paver driveway for this property. The revocable License for Use of City Right-of-Way provides for the installation, use, and maintenance of the brick paver driveway without cost to the City of St. Augustine. The signed agreement is attached to this correspondence.

Should you concur, please place this on the June 09, 2025, City Commission Consent Agenda.

Sincerely,



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

RECEIVED

MAY 20 2025

PUBLIC WORKS

LICENSE FOR USE OF CITY RIGHT-OF-WAY

COMES NOW THE CITY OF ST. AUGUSTINE, FLORIDA, a Florida municipal corporation ("Grantor"), whose address is P.O. Box 210, St. Augustine, Florida 32085-0210, and grants to Samuel Snyder ("Grantee"), whose address is 4120 ST, St. Augustine, Florida 32084, a non-exclusive, revocable License for the permissive use of the Grantor's public right-of-way known as Power driveway apron situated in the State of Florida, County of St. Johns, and City of St. Augustine and described in **Exhibit "A"** attached hereto and incorporated herein by reference.

This License is subject to the following terms and conditions:

1. The Grantor may revoke this License at any time by delivery to the Grantee of written notice of revocation directed to the Grantee.
2. All notices required by this License shall be affected by delivery of said notice in writing to the recipient party by U.S. Mail, certified, return receipt requested. All notices shall be sent to the address of the recipient Grantor or Grantee as described herein.
3. Grantor grants this License to Grantee on a continuing basis for use of the Grantor's right-of-way but only to the extent required by Grantee for installation and maintenance of a PAVING CONCRETE structure limited to the area described in Exhibit "A". Grantee shall not use the property for parking, storage or placement of any structure other than the fence identified in Exhibit "A".
4. Grantee shall not occupy or use said right-of-way, nor shall Grantee permit the occupation or use of said right-of-way, for any purpose other than those purposes expressly permitted by this License.
5. In addition to any other reservations made herein, Grantor, in its sole discretion, may deem it in the public interest to use the subject right-of-way, or any portion thereof, for any public purpose and, therefore, declare a need to remove the Grantee's improvements. In that event, Grantor shall give Grantee ten (10) days' written notice of revocation and cancellation of this License. Grantee shall have a reciprocal right of cancellation of this License upon ten (10) days' written notice to the Grantor.
6. During the term of this License, Grantor shall bear no responsibility for the maintenance of any improvements made by Grantee within the right-of-way, and Grantee shall, at Grantee's sole expense, keep all such improvements in good order and repair.

7. Grantee shall not directly or indirectly assign, sublease, hypothecate, sell, mortgage, encumber or otherwise transfer this License or any interest therein without the written permission of Grantor, at Grantor's discretion. This license does not run with the land.

8. To the extent permitted by law, the Grantee shall indemnify, defend, and hold the Grantor harmless from all claims and reasonable costs associated with this License. This provision relating to indemnification shall be subject to the limitations of liability set forth in Section 768.28, Florida Statutes. Nothing in this section shall operate as a waiver of such sovereign immunity on the part of the Grantor. The requirement for Grantee to provide insurance coverage protecting the City of St. Augustine shall not release Grantee's duty to fully indemnify Grantor. Grantee's failure to obtain the required insurance coverage shall not be deemed a waiver of indemnification.

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

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

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

12. For any litigation arising out of the interpretation or enforcement of the terms and conditions of this License, venue shall lie exclusively in a court of competent jurisdiction located in St. Johns County, Florida. Grantee shall be liable to Grantor for all costs associated with the City of St. Augustine's enforcement of the terms and conditions of this license, including but not limited to, court costs and attorney's fees.

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

covenants contained in this License. However, Grantee may not assign any rights to this license without prior written consent of Grantor.

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

GRANTOR:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

ATTEST:

Darlene Galambos, City Clerk
(SEAL)

By: _____
Nancy Sikes-Kline, Mayor-Commissioner

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☐ physical presence or ☐ online notarization, **Nancy Sikes-Kline**, who is personally known to me or who has produced _____ as identification, 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 _____ day of _____, 20____.

Notary Public, State of Florida

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

Signed, sealed and delivered
in the presence of:

GRANTEE:

Sheila A. Seiter

Witness #1

Print: Sheila A. Seiter

Address: 2300 N Ponce de Leon Blvd
St. Augustine, FL 32084

Samuel Snyder

Print: Samuel Snyder

Address: 7 Locust St
Sr Aug FL 32084

Carrie Gargone

Witness #2

Print: Carrie Gargone

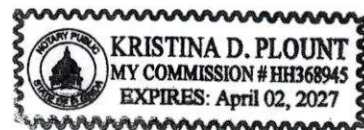
Address: 2300 N. Ponce de Leon Blvd.
St. Augustine, FL 32084

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☒ physical presence or ☐ online notarization, SAMUEL SNYDER, who is personally known to me or who has produced FL DRIV. LIC. as identification, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he/she executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 19th day May, 2025.

Kristina D. Plount
Notary Public, State of Florida



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

CITY ATTORNEY

EXHIBIT "A"

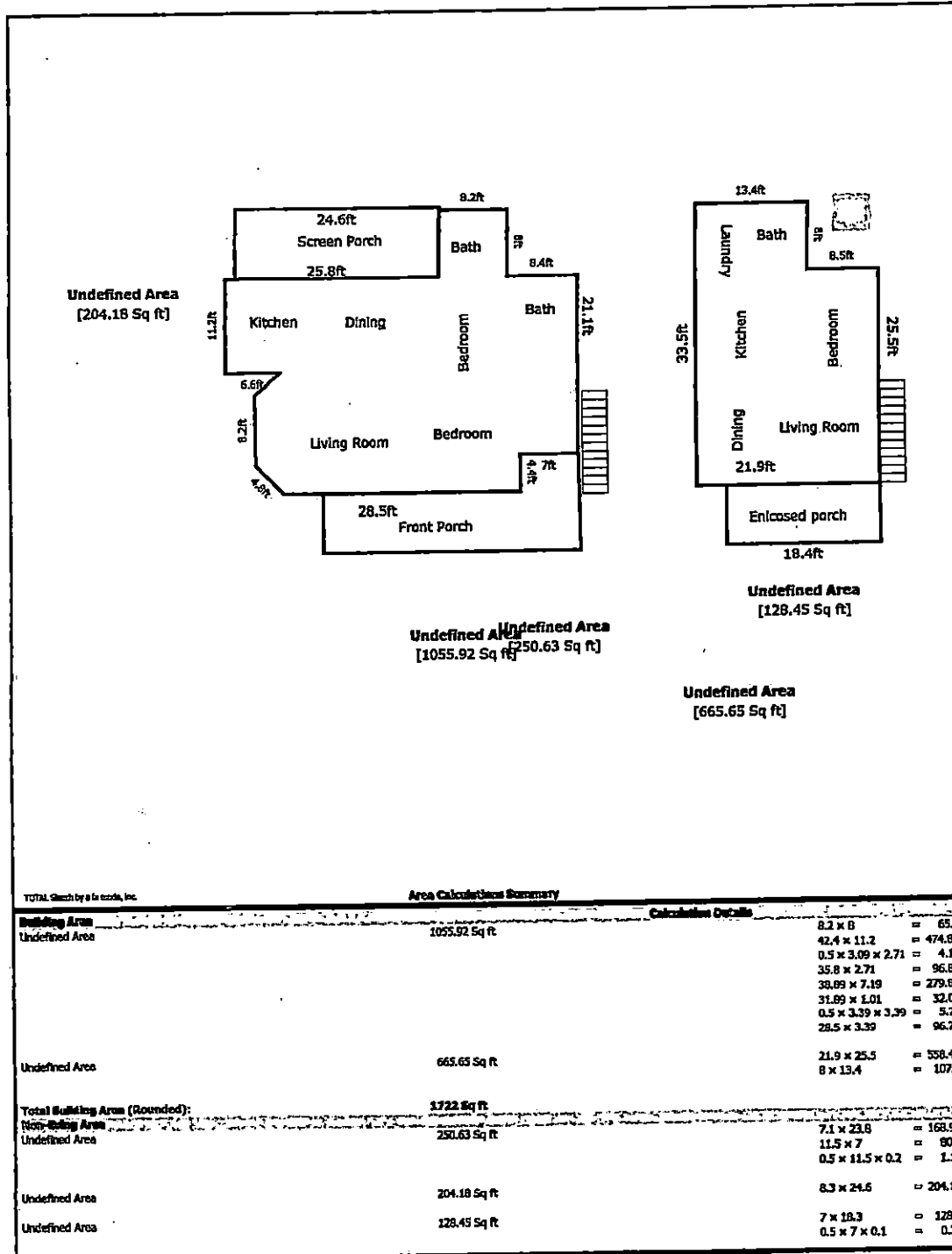
LEGAL DESCRIPTION

4 Locust St., St Augustine, FL 32084

Land in the City of St. Augustine and bounded as follows, to- wit: On the North by property of Van Ness, on the East by property of Mrs. Andrea Plummer, South by Locust Street and West by the property of Miss Lucy Abbott. Said above described lot measures on its North line 75 feet, on its East line 40 feet 1 inch, on the South line 75 feet and on its West line 40 feet and 1 inch. Being further described as follows: Lot 6, Block E of The Abbott Tract, as per official map of the City of St. Augustine, Florida.
Parcel ID Number: 194930-0000

Building Sketch

Borrower	N/A				
Property Address	4 Locust St				
City	Saint Augustine	County	St. Johns	State	FL
Zip Code	32084				
Lender/Client	Ordered By: Elizabeth&Samuel Snyder				



N 81°34'17" E (M)
74.91'(M)

N 81°34'17" E
74.59'(M)

LÖT

LOT 6

53.31'(M) E (M)

74.
S 82'00

74

Apply for Exemptions

Apply for Exemptions

Homestead Compliance

This form is not a Homestead Exemption application. To apply online for homestead and related exemptions, please click [here](#).

Homestead Compliance

Sales Questionnaire Form

If you are a new owner of this property, please click here to submit a Sales Questionnaire

Sales Questionnaire

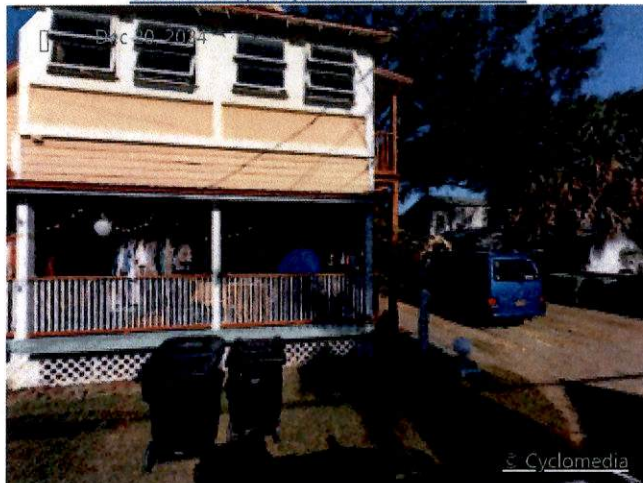
2024 TRIM Notice

2024 TRIM Notice (PDF)

Summary

Parcel ID	1949300000
Location Address	4 LOCUST ST
	SAINT AUGUSTINE 32084-0000
Neighborhood	Abbott Tract (606)
Tax Description*	ABBOTT TRACT CITY LOT 6 BLK E OR5610/268
	*The Description above is not to be used on legal documents.
Property Use Code	Multi-Family (Less than 10 Units) (0800)
Subdivision	Abbott Tract
Sec/Twp/Rng	18-7-30
District	City of St Augustine (District 452)
Millage Rate	18.72
Acreage	0.080
Homestead	Y

[Click Here to Open Cyclomedia Viewer in a New Tab](#)



Owner Information

Owner Name	Snyder Samuel 100%
Mailing Address	4 LOCUST ST
	SAINT AUGUSTINE, FL 32084-0000

Exemption Information

Exemption Type	Status	Amount
Homestead		\$50,722

St.



Valuation Information

	2025
Building Value	\$270,605
Extra Features Value	\$0
Total Land Value	\$245,700
Agricultural (Assessed) Value	\$0
Agricultural (Market) Value	\$0
Just (Market) Value	\$516,305
Total Deferred	\$396
Assessed Value	\$515,909
Total Exemptions	\$50,722
Taxable Value	\$465,187

Values listed are from our working tax roll and are subject to change.

Historical Assessment Information

Year	Building Value	Extra Feature Value	Total Land Value	Ag (Market) Value	Ag (Assessed) Value	Just (Market) Value	Assessed Value	Exempt Value	Taxable Value
2024	\$258,164	\$0	\$245,700	\$0	\$0	\$503,864	\$501,369	\$52,495	\$451,369
2023	\$262,328	\$0	\$224,438	\$0	\$0	\$486,766	\$486,766	\$50,000	\$436,766
2022	\$230,051	\$0	\$224,910	\$0	\$0	\$454,961	\$375,951	\$79,010	\$375,951
2021	\$164,586	\$0	\$177,188	\$0	\$0	\$341,774	\$341,774	\$0	\$341,774
2020	\$166,904	\$0	\$200,812	\$0	\$0	\$367,716	\$333,696	\$34,020	\$333,696
2019	\$150,361	\$0	\$200,812	\$0	\$0	\$351,173	\$303,360	\$47,813	\$303,360
2018	\$152,392	\$0	\$200,812	\$0	\$0	\$353,204	\$275,782	\$77,422	\$275,782
2017	\$103,691	\$84	\$160,650	\$0	\$0	\$264,425	\$250,711	\$13,714	\$250,711
2016	\$107,603	\$97	\$146,475	\$0	\$0	\$254,175	\$227,919	\$26,256	\$227,919
2015	\$93,236	\$111	\$116,944	\$0	\$0	\$210,291	\$207,199	\$3,092	\$207,199
2014	\$81,926	\$125	\$106,312	\$0	\$0	\$188,363	\$188,363	\$0	\$188,363

Building Information

Building	1
Building Value	\$270,605
Year Built	1900
Actual Area	2345
Conditioned Area	1781
Use	Duplex
Style	01
Exterior Wall	Wood

Roof Cover	Metal
Roof Structure	Gable Hip
Interior Flooring	Sheet Vinyl, Pine Wood
Interior Wall	Drywall
Heating Type	Air Duct
Air Conditioning	Central
Bedrooms	0
Baths	

Description	Square Footage
FINISHED UPPER STORY	601
OUTSIDE STAIRS	72
FINISHED SCREEN PORCH	200
BASE AREA	1057
FINISHED OPEN PORCH	245
FINISHED ENCLOSED PORCH	154

Sale Information

Recording Date	Sale Date	Sale Price	Instrument Type	Book	Page	Qualification	Vacant/Improved	Grantor	Grantee
8/3/2022	8/3/2022	\$575,000.00	WARRANTY DEED	5610	268	Q	I	BETTES HELEN L LIVING TRUST	SNYDER SAMUEL
8/10/2016	4/3/2014	\$0.00	DEATH CERTIFICATE	4237	1009	U	I	BETTES HELEN (DECD)	BETTES HELEN L LIVING TRUST
	10/26/2001	\$100.00	WARRANTY DEED	1669	1837	U	I	BETTES HELEN L	BETTES HELEN L TRUSTEE
	1/1/1979	\$0.00		429	42	U	I		BETTES HELEN L
	1/1/1979	\$0.00		427	821	U	I		

No data available for the following modules: Extra Feature Information.

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.

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