CITY OF ST AUGUSTINE EST. 1565

CITY OF ST. AUGUSTINE CITY COMMISSION

City Commission Meeting

MONDAY, OCTOBER 13, 2025 - 5:00 PM

ALCAZAR ROOM

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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 2025-31:** Proclaims October 13th as Indigenous Peoples Day *(N. Sikes-Kline, Mayor)*

3.B. **Proclamation 2025-33:** Declares October 20-26, 2025, as Florida City Week *(N. Sikes-Kline, Mayor)*

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

- 3 minutes per individual

5. CONSENT AGENDA

6. APPEALS

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

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

7.A. General Public Presentations

7.B. Items of Great Public Importance

7.C. Other Items Requiring Public Hearing

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

8.A. Ordinances - Second Reading

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

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

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

9.A. Ordinances - First Reading

9.A.1. **Ordinance 2025-30:** Provides minor editorial changes to the city's parking regulations *(I. Lopez, City Attorney)*

9.A.2. **Ordinance 2025-31:** Creating Section 8-117, Repair timeline for milestone inspections *(R. Schauland, Building Official, Planning and Building)*

9.B. Resolutions

10. STAFF REPORTS AND PRESENTATIONS

10.A. Animal Drawn Vehicle Franchise and Lease Agreements, Code Review, and Carriage relocation during bayfront construction *(C. Sakryd, General Services Director)*

10.B. License Agreement to use Flagler College's Parking Garage during a portion of Nights of Lights *(R. Franklin, Assistant City Manager)*

11. ITEMS BY CITY ATTORNEY

12. ITEMS BY CITY CLERK

12.A. Request for one (1) appointment - Planning and Zoning Board (PZB) *(D. Galambos, City Clerk)*

12.B. 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 OCTOBER 27, 2025:

- **Ordinance 2025-30:** Provides minor editorial changes to the city's parking regulations
- **Ordinance 2025-31:** Creating Section 8-117, Repair timeline for milestone inspections
- **Ordinance 2025-23:** Amends the Future Land Use Designation of approximately 11.39 Acres at Florida Avenue and 3 Theodore Street East of Nesmith Avenue
- **Ordinance 2025-24:** Amends the Zoning of approximately 11.39 acres at Florida Avenue and 3 Theodore Street East of Nesmith Avenue
- **Ordinance 2025-25:** Amends the Future Land Use Designation of approximately 6.57 acres at Florida Avenue and Julia Street East of Florida Avenue
- **Ordinance 2025-26:** Amends the Zoning of approximately 6.57 acres at Florida Avenue and Julia Street East of Florida Avenue
- **Ordinance 2025-27:** Amends the Future Land Use Designation of approximately 2.47 acres at 10,14, and 18 Smith Street and Evergreen Avenue East of Nesbit Avenue
- **Ordinance 2025-28:** Amends the Zoning of approximately 2.47 acres at 10,14, and 18 Smith Street and Evergreen Avenue East of Nesbit Avenue

CA.3 Reminder of Upcoming Meetings:

- October 27, 2025 3:00PM - Community Redevelopment Agency Meeting
- October 27, 2025 5:00PM - Regular City Commission Meeting
- November 10, 2025 5:00PM - Regular City Commission Meeting
- December 8, 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:

- 856 Hamilton Avenue- Cornell and Gladys McMillon

CA.7 PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING). NONE.

CA.8 NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED:

Proclamation 2025-32: Proclaims 2025 as the 150th Anniversary of Greater St. Mary Baptist Church *(C. Garris, City Commissioner)*

CA.9 Eminent Domain: Lake Maria Sanchez - Invoice for Professional Services *(I. Lopez, City Attorney)*

End Consent Agenda

City of St. Augustine

La Lealisíma y Valerosa Ciudad de San Agustín de la Florida

Est. 1565

PROCLAMATION

WHEREAS, *city government is the government closest to most citizens and the one with the most direct daily impact upon its residents, providing services and programs that enhance the quality of life for residents, making their city their home; and*

WHEREAS, *city government is administered for and by its citizens and is dependent upon public commitment to and understanding of its many responsibilities; and*

WHEREAS, *city government officials and employees share the responsibility to pass along the understanding of public services and their benefits; and*

WHEREAS, *Florida City Week offers an important opportunity for elected officials and city staff to spread the word to all citizens of Florida that they can shape and influence this branch of government; and*

WHEREAS, *the Florida League of Cities and its member cities have joined together to teach citizens about municipal government through a variety of activities.*

NOW THEREFORE*, the City Commission of the City of St. Augustine does hereby declare* ***October 20-26, 2025,*** *as* ***Florida City Week****. During this week, the City of St. Augustine urges all citizens to recognize the important role city government plays in their lives, the services provided, from public safety to trash collection to promoting our community's culture, and its contribution to a better quality of life in Florida.*

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

2025-33

_____

Nancy Sikes-Kline, Mayor

"Most Loyal and Valorous"
Title conferred upon the Presidio of St. Augustine by King Philip V of Spain, November 26, 1715

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: October 1, 2025

RE: **ORDINANCE 2025-30: PARKING**

Ordinance 2025-30 provides minor editorial changes to the city's parking regulations to better reflect state statute and to include updated language and terminology.

Please place Ordinance 2025-30 on the regular City Commission agenda for first reading at the October 13, 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 2025-30: Provides minor editorial changes to the city's parking regulations.

CITY OF ST AUGUSTINE EST. 1565 NATION'S OLDEST CITY

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. 2025-30

AN ORDINANCE OF THE COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 24, ARTICLE II OF THE CODE OF THE CITY OF ST. AUGUSTINE PROVIDING FOR DEFINITIONS; PROVIDING FOR GENDER NEUTRAL LANGUAGE; PROVIDING FOR PARKING PROHIBITIONS CONSISTENT WITH STATE STATUTE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; 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:
  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 PROPOSED ORDINANCE INCLUDES DEFINITIONS TO CLARIFY MODERN TERMINOLOGY, CORRECTS STATUTORY REFERENCES, AND ADDS DETAIL FOR EXISTING PROCEDURES REGARDING PARKING ENFORCEMENT. ADOPTION OF THE ORDINANCE WILL SERVE THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE PUBLIC AND SERVES A PUBLIC PURPOSE.

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.

THE CHANGES PROPOSED IN THIS AMENDMENT DO NOT MODIFY EXISTING FINE AMOUNTS, BUT IN AN ABUNDANCE OF CAUTION ALL PARKING FINES IN EFFECT AS OF OCTOBER 1ST, 2025 ARE RE-INCORPORATED BY REFERENCE. COMPLIANCE COSTS ARE ZERO AS THE FINES ARE ONLY ASSESSED IN NON-COMPLIANCE VIOLATIONS. THERE IS NO CHANGE IN REGULATORY COSTS TO THE CITY. SOME OF THE CHANGES ARE TO COMPLY WITH STATE STATUTE.

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

THE CHANGES PROPOSED IN THIS AMENDMENT DO NOT SPECIFICALLY IMPACT BUSINESSES IN THE CITY OF ST. AUGUSTINE, THEY ARE GENERAL PARKING REGULATIONS APPLICABLE TO ALL DRIVERS.

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

NONE.

ORDINANCE NO. 2025-30

AN ORDINANCE OF THE COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING CHAPTER 24, ARTICLE II OF THE CODE OF THE CITY OF ST. AUGUSTINE PROVIDING FOR DEFINITIONS; PROVIDING FOR GENDER NEUTRAL LANGUAGE; PROVIDING FOR PARKING PROHIBITIONS CONSISTENT WITH STATE STATUTE; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City of St. Augustine has updated its pay stations and added application and web based options for paid parking over time and the City wants to update its definitions and code language to mirror those technologies; and

WHEREAS, similarly, payment options have modernized since the parking section of the code was originally adopted in the 1960s, and the City wants to more comprehensively account for all methods of payment possible; and

WHEREAS, minor editorial changes were needed to include updated language and terminology to the parking regulations and to better reflect state statute; and

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

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

Section 1. Amending Chapter 24, Article II, Division 1, Section 24.31. Chapter 24, Article II, Division 1, Section 24-31 of the Code of the City of St. Augustine is hereby amended, as follows:

"**Sec. 24-31. Definitions and Penalties.**

Definitions:

City manager means the city manager of the City of St. Augustine or his or her designee.

Coins means any form of payment that is accepted for fees at a parking meter.

Finance director or director of financial services means the finance director of the City of St. Augustine or his or her designee.

Parking or park means to place a vehicle in a designated parking zone, with the gear in park and the engine turned off as applicable, leaving the vehicle unoccupied, and not utilized for any commercial purpose. Any other use of a city-owned or controlled parking lot, or public right-of-way requires a special event permit or right-of-way permit.

Parking meter means any device, whether mechanical, digital, or utilizing an application or web-based program, used to pay for parking at any city-owned or operated parking space, stall, lot, zone, or other location where city provided public parking is allowed for a fee.

Parking zone means any public right-of-way or city-owned or operated location where parking is allowed for the use of the public. Parking zones may be explicitly marked or have signage allowing public parking, or they may be otherwise allowed as customary use of public right-of-way if not contrary to markings, signage, or law. All parking in parking zones must comply with Florida law and the regulations of this code.

Police, police department or police officer means any official person or methodology authorized to issue a civil infraction pursuant to this article, including but not limited to law enforcement officers, parking enforcement specialists, or automated citation issuance systems consistent with F.S. § 316.650 and 316.1945.

Penalties:

(a) It shall be a civil infraction for any person to violate any of the sections of this article.

(b) All parking ticket citations issued for violations of sections 24-40, 24-42, 24-75, 24-78, 24-79, 24-80 ~~or~~, 24-81, and all other violations unless otherwise provided for– shall require the payment of a fine of twenty-five dollars ($25.00), as may be amended in the future pursuant to section (h) below, within one (1) to fifteen (15) days from the date of issuance of the parking ticket citation.

(c) All parking ticket citations issued for violations of sections 24-39, 24-41, 24-45, 24-46, ~~or~~ 24-47, or 24-70 shall require the payment of a fine of thirty-five dollars ($35.00), as may be amended in the future pursuant to section (h) below, within one (1) to fifteen (15) days from the date of issuance of the parking ticket citation.

(...)"

Section 2. Amending Chapter 24, Article II, Division 1, Section 24.37. Chapter 24, Article II, Division 1, Section 24-37 of the Code of the City of St. Augustine is hereby amended, as follows:

"**Sec. 24-37. Immobilizing of vehicles.**

(a) *Authorization to immobilize.* The chief of police, or their~~his~~ authorized representative, is authorized to attach a device that is capable of immobilizing a motor vehicle so that it cannot be moved under its own power without damage to the vehicle when notified by the city finance, management and budget department that one (1) or more citations for unlawful or illegal parking involving city parking violations is on file with the finance, management and budget department.

(...)

(c) *Removal.* The immobilizing device shall be removed from the motor vehicle upon payment to the city finance, budget and management department of the total fines and charges assessed in the above section for which the motor vehicle is immobilized. The city comptroller, or their~~his~~ authorized representative, may approve the removal of the immobilizing device upon obtaining satisfactory arrangements for payment of the above-stated fines and charges. The city comptroller shall also authorize the removal of the immobilizing device upon the request for a trial by the owner of the motor vehicle and the posting of either a cash bond or surety bond, signed by a good and sufficient surety, in an amount sufficient to pay all outstanding fines and charges that may be assessed in the event, at the conclusion of such trial before a county court judge, it is determined that the owner of the motor vehicle is guilty of the offenses charged.

(...)"

Section 3. Amending Chapter 24, Article II, Division 1, Section 24.39. Chapter 24, Article II, Division 1, Section 24-39 of the Code of the City of St. Augustine is hereby amended, as follows:

"**Sec. 24-39. Stopping, standing, or parking prohibitions and n~~N~~o-parking zones authorized.**

The city manager, with respect to city property, streets, avenues, alleys and ways under the jurisdiction of the city, may prescribe no-parking zones on any such property, streets, avenues, and alleys, whenever in their~~his~~ judgment such regulations or prohibitions are necessary to provide for public safety and convenience on such property, streets, avenues, alleys and ways by reason of traffic density, intensive use thereof by the traveling public or other reason or public safety or convenience. Such no-parking zones shall be as established by law or ordinance. No-parking zones~~and~~ may be marked, ~~-~~ in conformity with the

Manual on Uniform Traffic Control Devices for Streets and Highways, as from time to time promulgated and authorized by the state department of transportation. The prohibitions on stopping, standing, or parking found in F.S. § 316.1945 are hereby adopted and incorporated by reference and may be enforced by reference to state statute or to this section as a violation of this code within the jurisdiction of the city of St. Augustine. It shall be unlawful for any person to cause, allow, permit, or suffer any vehicle registered in the name of, or operated by, such person to stop, stand, or park in violation of the law, or to be parked in a no-parking zone."

Section 4. Amending Chapter 24, Article II, Division 1, Section 24.43. Chapter 24, Article II, Division 1, Section 24-43 of the Code of the City of St. Augustine is hereby amended, as follows:

"**Sec. 24-43. Disabled permit parking; unauthorized parking in parking spaces for disabled prohibited.**

It shall be unlawful for any person to park, stop or stand a vehicle in any parking space designated in accordance with the provisions of F.S. § 316.1955 or F.S. § 316.1957~~6~~ for use only by the disabled unless the vehicle displays a parking permit issued pursuant to F.S. § 320.0848 and such vehicle is transporting a person eligible for such parking permit. Any person who is chauffeuring a disabled person shall be allowed, without need for an identification parking permit, momentary parking in such parking space for the purpose of loading or unloading a disabled person and no penalty shall be imposed upon the driver for such momentary parking. A person convicted of violating this section shall be punished as provided in section 24-31 of this Code. Consistent with F. S. § 316.1955 it is unlawful for any person to obstruct the path of travel to an accessible parking space, curb cut, or access aisle by standing or parking a vehicle within any such designated area. The violator is subject to the same penalties as are imposed for illegally parking in a space that is designated as an accessible parking space for persons who have disabilities."

Section 5. Amending Chapter 24, Article II, Division 1, Section 24.45. Chapter 24, Article II, Division 1, Section 24-45 of the Code of the City of St. Augustine is hereby amended, as follows:

"**Sec. 24-45. Certain extended parking prohibited.**

It shall be unlawful for any person to park a vehicle for more than forty-eight (48) hours continuously in the same location upon any street where a parking ~~limit~~ time limit is not otherwise designated. For purposes of this section, it shall be presumed that a vehicle is parked continuously from the time the vehicle is first observed to the time of last observation, provided there is at least one (1) additional observation not less than eight (8) hours from the first and last observation."

Section 6. Amending Chapter 24, Article II, Division 2, Section 24.66. Chapter 24, Article II, Division 2, Section 24-66 of the Code of the City of St. Augustine is hereby amended, as follows:

"**Sec. 24-66. Authority to establish or change.**

The city manager, subject to the approval of the city commission, shall, from time to time, as in his or her judgment public necessity, safety or convenience may require, establish zones, to be known as parking meter zones upon the property or streets of the city and establish time limits, times and rates for the parking of vehicles in such parking meter zones and may also change, relocate or abolish same."

Section 7. Amending Chapter 24, Article II, Division 2, Sections 24.68 through 24-71. Chapter 24, Article II, Division 2, Sections 24-68 through 24-71 of the Code of the City of St. Augustine are hereby amended, as follows:

"**Sec. 24-68. Placing meters on curb.**

Parking meters installed in the parking meter zones, established as provided in section 24-66, shall be placed in the vicinity of ~~upon the curb immediately adjacent to~~ the individual parking places described in section 24-70, or may be available utilizing a kiosk, a digital application, or a web-based platform.

Sec. 24-69. What parking meter to display.

Each parking meter ~~shall be placed or set in such manner as to show or display by a signal that the parking space adjacent to such meter is or is not legally in use, and~~ shall indicate ~~by a proper legend~~ the legal parking time and rates and charges as set forth in this division, ~~and~~ the accepted methods of payment,~~proper coin to be deposited therein, and when operated by the deposit of the proper coin shall indicate on and by its dial and pointer the~~ the duration of the period of legal parking, and ~~on~~ the expiration of such period.~~, shall indicate illegal or overtime parking~~.

Sec. 24-70. Designation of space and required parking therein.

The city manager is hereby instructed to have parking stalls, spaces, lines, or markings painted or placed upon the street, curb, or parking lot ~~upon the street adjacent to such parking meter~~ for the purpose of designating the parking space ~~for which such meter is~~ to be used and each vehicle parking ~~alongside of or next to any parking meter~~ shall park within the parking stall, spaces, lines, or markings so established. It shall be unlawful and a violation of this division to park any vehicle across any such parking stall, space, line, or marking, or to park any vehicle in such position that the same shall not be entirely within the area so designated by such parking stalls, spaces, lines, or markings.

Sec. 24-71. Manner of parking in spaces.

When a parking space in any parking ~~meter~~ zone is parallel with the adjacent curb or sidewalk, any vehicle parked in such parking space shall be parked so that the foremost part of such vehicle shall be alongside the curb or edge of pavement in the appropriate parking zone~~of and nearest to the parking meter~~; when a parking space in any parking ~~meter~~ zone is diagonal to the curb or sidewalk, any vehicle parking in such space shall be parked with the foremost part of such vehicle directed at and nearest to the curb or edge of payment in the appropriate parking zone. When parking in a city-owned or operated public parking lot, the vehicle must occupy no more than one parking space or stall, unless parked at a designated oversized vehicle parking zone.~~such meter~~."

Section 8. Amending Chapter 24, Article II, Division 2, Sections 24.77 and 24-78. Chapter 24, Article II, Division 2, Sections 24-77 and 24-78 of the Code of the City of St. Augustine are hereby amended, as follows:

"**Sec. 24-77. Time, manner and effect of deposit.**

When any vehicle shall be parked in any parking ~~meter~~ zone alongside of or next to which a parking meter, a kiosk, a digital application, or a web-based platform is located or available to park for a fee, in accordance with the provisions of this division, the operator of such vehicle shall, upon entering such parking space, immediately pay for the parking of such vehicle at the rate and charges fixed and established therefor, by depositing or causing to be deposited the proper coins of the United States in such parking meter; thereupon such parking space may be lawfully occupied by such vehicle during the period of parking time paid for at such rates and charges.

Sec. 24-78. Overtime parking—What constitutes.

If any vehicle shall remain parked in any parking space in a parking ~~meter~~ zone beyond the parking time limit paid for at the rates and charges provided therefor, the parking meter shall display a message, sign, or signal showing illegal parking; and, in that event, such vehicle shall be considered as parked overtime and the person committing such infraction shall be punished as provided in section 24-31."

Section 9. Amending Chapter 24, Article II, Division 2, Section 24.80. Chapter 24, Article II, Division 2, Section 24-80 of the Code of the City of St. Augustine is hereby amended, as follows:

"**Sec. 24-80. Same—Occupancy after signal indicates time expired.**

It shall be unlawful and a violation of the provisions of this division for any person to permit a vehicle registered in their~~his~~ name as registered owner, or operated

by such person to remain, or be placed, in any parking space in ~~adjacent to~~ any parking zone ~~meter~~ while such parking meter is displaying a message, sign, or signal indicating that the vehicle occupying such parking space has already been parked beyond the period of time prescribed for such parking space."

Section 10. Amending Chapter 24, Article II, Division 2, Section 24.84. Chapter 24, Article II, Division 2, Section 24-84 of the Code of the City of St. Augustine is hereby amended, as follows:

"**Sec. 24-84. Police to attach violation notices to vehicles.**

Each such police officer shall also attach to such vehicle a notice to the owner or operator thereof that such vehicle has been parked in violation of a provision of this division, and instructing such owner or operator to report at the police station of the city in regard to such violation. Any other legally available method of issuance of a citation may also be employed."

Section 11. Amending Chapter 24, Article II, Division 2, Section 24.86. Chapter 24, Article II, Division 2, Section 24-86 of the Code of the City of St. Augustine is hereby amended, as follows:

"**Sec. 24-86. Finance director to have charge of collections.**

The city director of financial services shall have sole charge of the collecting of all moneys deposited in parking meters, and they ~~he~~, or persons employed in their~~his~~ department~~office designated by him~~, shall make collections of such moneys. The city manager may designate other locations and methods of collection."

Section 12. Severability. 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 13. Inclusion in Code. It is the intention of the City Commission that the provisions of this ordinance shall become and be made part of the Code of the City of St. Augustine, and that the sections of this ordinance may be renumbered or relettered and the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

Section 14. Effective Date. This ordinance shall become effective ten (10) days after passage, pursuant to s. 166.041(5), Florida Statutes.

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

ATTEST:

_____
Nancy Sikes-Kline, Mayor-Commissioner

_____
Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: October 2, 2025

RE: Ordinance 2025-31 – Creating Section 8-117 – Repair timeline for milestone inspections – Introduction and First Reading

This ordinance is a requirement from Senate Bill 4D from 2022, which was a result of the Surfside condominium collapse. Senate Bill 4D requires mandatory milestone inspections for all condominiums, three (3) stories or higher, that are 30 years old or older. The statute requires local governments to determine the timelines in which repairs are required to start if the structure fails the phase one inspection.

The timeline will require the repairs to be scheduled or the repairs to commence within 180 days after the city receives the phase two report. The ordinance allows for an 185-day extension. The necessary repairs must commence within 365 days.

Please place this item on the October 13, 2025 City Commission Agenda as an Introduction and First Reading. If you have any questions or require additional information, please contact me.

/s/ *R. "Buddy" Schauland, Jr.*

R. "Buddy" Schauland, Jr., CBO, CFM
Building Official
Planning and Building Department

CITY OF ST AUGUSTINE EST. 1565 NATION'S OLDEST CITY

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. 2025-31

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, CREATING SECTION 8-117 OF THE CODE OF THE CITY OF ST. AUGUSTINE TO CONFORM WITH STATE STATUTE REGARDING A TIMEFRAME FOR REPAIRS OF SUBSTANTIAL STRUCTURAL DETERIORATION TO A CONDOMINIUM OR COOPERATIVE ASSOCIATION; 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 PROPOSED ORDINANCE INCLUDES PROVISIONS NECESSARY TO CONFORM WITH STATE LAW. ADOPTION OF THE ORDINANCE WILL SERVE THE PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE PUBLIC AND SERVES A PUBLIC PURPOSE.

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.

NONE.

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. 2025-31

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, CREATING SECTION 8-117 OF THE CODE OF THE CITY OF ST. AUGUSTINE TO CONFORM WITH STATE STATUTE REGARDING A TIMEFRAME FOR REPAIRS OF SUBSTANTIAL STRUCTURAL DETERIORATION TO A CONDOMINIUM OR COOPERATIVE ASSOCIATION; 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, § 553.899, Florida statutes, provides for milestone inspections for buildings that are three habitable stories or more in height, as determined by the Florida Building Code, and are subject, in whole or in part, to the condominium or cooperative form of ownership; and

WHEREAS, a milestone inspection is a two phase structural inspection of a building by a licensed architect or engineer, that includes an inspection of load-bearing elements and the primary structural members and primary structural systems; and

WHEREAS, milestone inspections are required to be performed by December 31st of the year in which the subject building reaches thirty (30) years of age, based on the date the certificate of occupancy for the building was issued, and every ten (10) years thereafter; and

WHEREAS, § 553.899(11), Florida statutes, provides that a municipal governing body shall adopt an ordinance requiring a condominium or cooperative association to schedule or commence repairs for substantial structural deterioration within a specified timeframe after receipt of a phase two inspection report; 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 § 166.021(4), Florida Statutes.

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

Section 1. Creating Chapter 8, Article II, Section 8-117. Chapter 8, Article II, Section 8-117 is hereby created, as follows:

"**Sec. 8-117. – Repair timeline for milestone inspections.**

(a) A condominium or cooperative association, and any other owner that is subject to § 533.899, Florida Statutes, must schedule or commence repairs for substantial structural deterioration within one hundred eighty (180) days after the city receives its phase two milestone inspection report. Such repairs must commence within three hundred sixty five (365) days after receiving such report.

(b) If repairs cannot commence within the initial one hundred eighty (180) days, an additional 185-day extension, not exceeding 365 days, may be granted if the extension is specified by either the milestone inspection inspector or the architect or engineer of record for the repairs. Active building permits must be maintained during the extension period.

(c) If an owner of a subject building fails to submit proof to the city that repairs have been scheduled or have commenced within the required timeframe, the city will review and determine if the building is unsafe for human occupancy. "

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

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

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

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

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

ATTEST:

_____
Nancy Sikes-Kline, Mayor-Commissioner

_____
Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim
City Manager

DATE: October 2, 2025

RE: Agenda Item: Animal Drawn Franchise Agreements and Lease Agreements

Staff would like to provide the Commission with a brief presentation about Animal Drawn Franchise Agreements and Lease Agreements

Attached is a copy of the presentation. If you concur, please place this item on the Agenda for the Commission meeting scheduled for Monday, October 13, 2025, under 10A. Staff Reports and Presentations. As always, please do not hesitate to contact me if you have any questions. Thank you for your assistance.

Corey Sakryd
General Services Director

CLS

Encl: PowerPoint Presentation Animal Drawn Franchise Agreements and Lease Agreements

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

ANIMAL DRAWN VEHICLE FRANCHISE REVIEW

Corey Sakryd
Director General Services
City of St. Augustine

October 13, 2025

CITY OF ST AUGUSTINE EST. 1565

APPLICABLE ORDINANCES

- Ordinance 2011-01
  Established Procedures for the General Operation of Animal-Drawn Vehicles; Requiring Operators to Apply and Maintain Executed Franchise Agreements.

- Ordinance 2011-05
  Extended Franchise Agreements from 5 Years to 10 Years

- Ordinance 2011-07
  Removed Requirement of Cessation of Animal-Drawn Tours Between 4:30 and 6:00 PM.

- Amended Resolution 2012-21
  Established Routes for Animal-Driven Vehicles

AGREEMENTS AND FACILITIES OVERVIEW

ANIMAL DRAWN FRANCHISE AGREEMENTS AND LEASE AGREEMENTS

General Services – Administration

- Per Ordinance No. 2011-01, a **Franchise Agreement** is granted for the operation of animal-drawn vehicles in the Historic district throughout the City of St. Augustine, on pre-determined routes.
- A **Lease Agreement** is executed for the stall(s) at the Transfer Station and a one-acre parcel.

TRANSFER STATION AND ONE ACRE PARCEL

- The transfer station (aka Horse Barn) at 665 Riberia St. is a city-owned and maintained structure. No animals are permitted to stay overnight; it is for resting only.

- The one-acre property is land owned by the city located at 650 Riberia St., all structures and property are maintained by the Franchisee/Lessee.

TRANSFER STATION: 665 Riberia Street

- **Five Medallions/Franchise Agreements (one currently open)**
- **Three Tenants**

  Coastal Carriages of St. Augustine (1 medallion)
  Franchise started: 10/1/24 Expires 9/30/28 with 1 five year renewal

  CB Hinson (2 medallions)
  Franchise started: 5/1/14. Expires 9/30/26 with 1 five year renewal

  Old City Carriage (1 medallion)
  Franchise started: 5/1/14. Expires 9/30/26 with 1 five year renewal

- **Tenants contribute monthly to a sinking fund. Proceeds of the sinking fund are only used to maintain the structure.**

TRANSFER STATION: 665 Riberia Street

Building Maintenance performed by Facilities Division:

- ✓ Security Cameras installed
- ✓ Pressure washing every two years
- ✓ 2025 entire structure painted
- ✓ New lighting installed
- ✓ 2025 Replaced stall doors

- Tenants responsible for mowing property and cleaning their respective stalls.
- Utilities are split evenly and paid monthly by the tenant.

ONE ACRE PROPERTY: 650 Riberia Street

ONE ACRE PROPERTY

- **Ten Medallions**
- **One Tenant**

  Country Carriages
  Franchise started: 6/1/11 Expires 9/30/26 with 1 five year renewal

- **City of St. Augustine owns the property. All structures are owned by the tenant. Tenant maintains all structures and grounds.**

FRANCHISE FEES AND REVENUE

- **Section 27-129 Permits**

A franchise fee is equal to the greater of two and one-half percent (2 ½ %) of the Franchisee's annual gross revenue or an amount equal to $1,000 times the number of permits issued.

The current annual franchise fees received by the City of St. Augustine, based on number of permits, is as follows:

- Coastal Carriages: (1) = $1,000.00/year
- Old City Carriages: (1) = $1,000.00/year
- C.B. Hinson: (2) = $2,000.00/year
- Country Carriages: (10) = $10,000/year

(Fees are invoiced in quarterly installments.)

- **Section 27-131 City's audit rights**

City shall have access to of each franchisee's accounting, financial, statistical customer and service records relating to the operation of animal-drawn vehicles. The City may conduct an annual audit of any records for determining accuracy of gross sales reported. The audit shall be determined by the City Manager.

Heat and Temperature Thresholds

- **Section 27-141 Weather**
  - **Temperature safety:** work must cease if the ambient temperature reaches 95°F or the heat index reaches 105°F.
    - City Police Department Monitors

  - **City of Savannah:** Heat Index of 110 degrees or higher or temperature exceeding 95 degrees Fahrenheit, horse-drawn carriages shall not be allowed to tour on city streets.
  - **City of Charleston:** After four (4) consecutive readings, halt operations when temperature reaches 95°F or the heat index reaches 110°F, with operations resuming only when conditions fall below these limits.

Equipment Inspection - Fleet Operations

- All animal-drawn vehicles are required to undergo an annual inspection. Upon successful completion, an inspection sticker indicating the corresponding year will be issued and affixed to the vehicle. Official inspection records will be maintained by the Finance Department.

- All animal drawn vehicles in service, will have the following equipment on the vehicle and in good repair:

  - ✓ Body condition
  - ✓ Reflectors
  - ✓ Grab handles
  - ✓ Traces
  - ✓ Harness
  - ✓ Sign located on the rear of the vehicle indicating the vehicle is “slow moving”
  - ✓ Top
  - ✓ Shafts
  - ✓ Steps
  - ✓ Lights for vehicles operating at night
  - ✓ Seats
  - ✓ Rubber surfaced wheels
  - ✓ Brakes

- Sections 27-139 Equipment & Safety Requirements and 27-142 Periodic Inspections

Deficiencies and Corrective Action – Franchise Agreement

- **Franchise Agreement:**

  Section 1. Grant of Franchise,

  Item a. The City grants to the Franchisee a non-exclusive Franchise for the privilege of operation of animal-drawn vehicles in the Historic District throughout the City, subject, however, to the terms and conditions set forth in this Franchise Agreement. <u>This agreement is for one (1) permit and one (1) carriage.</u>

- **Corrective Action:**

  Underlined section is missing in three Franchise Agreements. The City has a Franchise amendment pending; annotating actual number of permits for each Franchise.

Deficiencies and Corrective Action – Franchise Agreement

- **Franchise Agreement:**
  Section 5. Franchisee Obligations,
  Item b., iv: Provide Vehicle Inventory - Submit a written list of all vehicles used under the agreement before the term begins, in a City-approved format. Update and resubmit every six (6) months.

  Item c., iii: Provide Animal Inventory - Submit a written list of all animals used under the agreement before the term begins, in a City-approved format. Update and resubmit every six (6) months.

- **Corrective Action:**
  The City previously relied on veterinary health certificates as the required "inventory," causing ambiguity. A City-approved inventory form has been adopted. Franchisees now submitting both the semiannual inventories.

Deficiencies and Corrective Action - Ordnance 2011-01

- **Section 27-132 Loading and Unloading**
  (b) The cost or price of the animal-drawn vehicle rides shall be established by resolution of the City Commission after public hearing.

  - Unable to produce Resolution via City Clerks Office or City Attorney

Deficiencies and Corrective Action - Ordnance 2011-01

- **Section 27-133 Prescribed Routes & 134 Charters**
  (a) Animal Drawn vehicles shall only operate on established routes.

  (a) Franchisee shall notify and request Charter on routes other than prescribed route to be performed in the next seven-day period.
  (c) Pre-approved charter certificate shall be plainly visible during charter.

- **Section 27-135 Drivers**
  Conduct comprehensive driver background checks, administer road knowledge testing, and monitor adherence to approved routes.

Deficiencies and Corrective Action - Ordnance 2011-01

- **Section 27-144 Care of Animals**
  - Required rest: at least 15 minutes between consecutive tours.
  - Within a twenty-four (24) hour period:
    - Animals do not work more than **eight consecutive hours**.
    - Animals do not work more than a ***total* of ten hours**.
  - Work schedule: animals may not work more than 6 days within a 7-day period.

- **Section 27-146 Monitoring & Compliance**
  - Unless otherwise directed by veterinarian, animals be provided with pasture time of at least two (2) non-consecutive weeks every four (4) months.

Deficiencies and Corrective Action - Ordnance 2011-01

- **Section 27-146 Sheltering of Animals**
  - Stables shall be subject to inspection by either code enforcement or the fire department.

- **Corrective Actions:**
  - Recent Inspections Conducted at the Transfer Station and Leased Property
    - City Facilities Operations now tours annually in Nov
    - St Johns Agriculture Deputies Nov 2024
    - University of Florida Department of Animal Sciences Oct 2025

FUTURE CONSIDERATIONS

FDOT Seawall Replacement project: Route changes are required.

Option 1: Utilize alternative start route at VIC Clock Tower Circle.

- Approved via Resolution 2012-21

- City Manager determines change for public safety reasons, with changes presented for Commission approval. Per Ordinance 2011-01

FUTURE CONSIDERATIONS

Option 2: Ponce DeLeon Circle
(Between Cathedral Pl and King St)

- Commercial loading zone can accommodate carriages.
- Water source available for operators and horses.

Questions

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: October 2, 2025

RE: Staff Report: License Agreement to use Flagler College's Parking Garage during a portion of Nights of Lights

Attached is a license agreement between the City and Flagler College to use the college's parking garage on Malaga Street for workforce parking. Flagler College is on winter break from December 13th to January 4th. During this period, the city plans to utilize up to 250 spaces for workforce parking. One permit will be sold for each parking space. Permits will be fifty ($50.00) dollars each.

Please let me know if you have any questions.

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

Attachment: Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into by and between **FLAGLER COLLEGE, INC. (hereinafter referred to as "FLAGLER"), whose mailing address is 74 King St, St. Augustine, Florida 32084,** 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 property to establish and operate workforce permit parking in FLAGLER'S parking garage located at 1 Malaga St during the Term of this Agreement.

WHEREAS: FLAGLER owns property and agrees to allow the CITY to use the property for workforce permit parking purposes 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, other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, FLAGLER and CITY hereby agree as follows:

(1) **LICENSED PROPERTY:** FLAGLER does hereby grant the CITY, for a Term hereinafter provided, for the specific purposes and on the terms and conditions set forth in this Agreement, a license to use the following described property, situated in the City of St. Augustine, St. Johns County, Florida (hereinafter referred to as "Property" and depicted on Exhibit "A"), to-wit:

(a) Strap 2064400020, 4.62 Ac +/- MODEL LAND CO SUB CITY PART OF BLK O LYING S OF US 1 & W OF MALAGA STREET OR2804/1620

(2) **TERM:**

(a) The Term of this Agreement shall commence on September 1, 2025, or on the effective date of this Agreement, and shall continue until August 31, 2026, subject to the conditions set forth below. Each party may terminate the agreement upon sixty (60) days' written notice to the other party. With written notice from both parties, the agreement may be renewed annually up to three (3) years. Minimum guarantee to be updated annually upon renewal.

(b) During the Term of this Agreement, the CITY may use the Property for workforce permit parking during the active dates of the 4th of July and Nights of Lights between December 13th and January 4th while FLAGLER is not in session. The City shall perform the following while using the garage during the Term:

1. The CITY may sell a total of five hundred (250) workforce parking permits, meaning one (1) permit per space. Workforce parking permit gives access to and does not guarantee a parking space on the PROPERTY.
2. The CITY shall provide workforce permit sales reports to FLAGLER monthly, December 1, 2025-January 1, 2026, and once by date of use for the Fourth of July holiday, for visibility on workforce parking permit sales and usage.
3. The CITY shall provide security for the garage 24/7 during the active permit dates.
4. The CITY will set the permit fee to cover administration, operational, and security costs.
5. The CITY will provide FLAGLER with 20% of permit sales collected, with a minimum guarantee of $,1000. Revenue remittance is due within fourteen (14) days of the active period close. Ex: Nights of Lights payment due January 18, after period closing January 4, 2026.

(3) **CITY USE OF PROPERTY:** The CITY may use the parking garage located on the Property for workforce permit parking within the area depicted in Exhibit "A". "Workforce permit parking" is defined as a parking permit sold and issued to employees of local historic district businesses operating during the Nights of Lights season. To facilitate the use of the Property for workforce permit parking, the CITY may provide, at its sole expense, facilities such as lighting, trash receptacles, port-a-lets, signage, and security. All movable objects and equipment placed on the Property by the CITY shall be removed by the CITY, and the property will be restored to its original condition by the CITY at its sole expense upon termination of the active period of this Agreement. During the days in which the CITY utilizes the Property for workforce permit parking, the CITY will provide contract labor to monitor parking operation (or may use in-house forces), collect litter and monitor other facilities and maintain signage, and any other activity reasonably contemplated by the terms of this Agreement, all at the CITY'S sole expense.

(4) **CITY FURTHER COVENANTS AND AGREES**:

(a) That this Agreement is personal to the CITY and may not be assigned or transferred by the City without FLAGLER'S prior written consent, which may be conditioned, withheld, or granted in FLAGLER'S sole discretion. Notwithstanding the foregoing, the CITY may contract services by third-party providers to provide security and manage signage and litter on the Property. No third-party services may be hired to manage or sell parking or valet services at the Property.

(b) To use and occupy the Property solely for the municipal purpose of providing off-street local workforce permit parking.

(c) That the CITY and the workforce permit holders share the PROPERTY with FLAGLER permit holders.

(d) To provide all materials and labor necessary to prepare and operate the Property for use as a workforce permit parking garage.

(e) To supervise and secure areas to keep the Property clean and maintained, reasonable wear and tear excepted.

(f) In addition to parking, the CITY may place portable restrooms, lighting, trash receptacles and signage to support and facilitate use by the local workforce.

(g) That it accepts the Property in its "as-is" condition and will not make any alteration, modification, or improvement to the Property except as permitted by this Agreement, and that it acknowledges that FLAGLER does not warrant or represent that the Property is safe for the activities authorized by this Agreement.

(h) That to the extent permitted by law and without waiving the protections and limitations of F.S. 768.28, Florida Statutes, the CITY shall indemnify up to the maximum allowable coverage provided by the CITY's commercial general liability insurance policy (Exhibit B) insuring FLAGLER and its officers, agents, trustees, beneficiaries and employees harmless from and against all claims, suits, damages, and demands made by any persons whomsoever for injuries of any type and/or kind to persons or property incurred directly as a result of or arising from: (i) the occupancy, use, or maintenance the Property by the CITY or its agents, employees, contractors or members of the public; (ii) loss or damage to any property directly arising out of the occupancy, use or maintenance of the Property by the CITY or its agents, employees, or contractors or members of the public; and (iii) personal injury or death to any person directly arising out of the occupancy, use, or maintenance of the Property by the CITY, its agents, employees, contractors or members of the public . The provisions of this paragraph shall survive the termination of this Agreement.

(i) That upon the expiration of active dates of this Agreement, the CITY will vacate the Property and leave it free and clear of all litter and any movable objects placed on the Property by the CITY.

(5) **FLAGLER AGREES**:

(a) That FLAGLER consents to allow CITY to enter upon the Property and, at CITY's expense, construct all improvements, and place and remove all movable objects and equipment in accordance with this Agreement.

(6) **NOTICES**: Any notices required pursuant to this Agreement shall be delivered to FLAGLER by U.S. Postal Service mail, postage prepaid, at the following address:

FLAGLER COLLEGE, INC
ATTN:
74 KING ST
ST. AUGUSTINE, FLORIDA 32084

For purposes of any notices to CITY, FLAGLER shall deliver the same by U.S. Postal Service mail, postage prepaid, to the following address:

CITY OF ST. AUGUSTINE
CITY MANAGER'S OFFICE
ATTN: REUBEN C. FRANKLIN JR., P.E.
P.O. BOX 210
ST. AUGUSTINE, FLORIDA 32085-0210

(7) **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.

(8) **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.

(9) **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.

(10) **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.

(11) **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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this 25th day of September, 2025

"FLAGLER"
FLAGLER COLLEGE, INC
partnership

ATTEST:

Jessica M. Peterson

Print: Jessica M. Peterson

(SEAL)

JESSICA M. PETERSON
Notary Public
State of Florida
Comm# HH586145
Expires 8/22/2028

By: Stacey Matthews
Stacey Matthews, Vice President of
Business Services and CFO

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

ATTEST:

Darlene Galambos, City Clerk

By: _____
David Birchim, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle Lopez, City Attorney

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: October 2, 2025

RE: Request for **One (1) appointment** - PLANNING AND ZONING BOARD (PZB)

Notification was previously given regarding two (2) term expirations on the Planning and Zoning Board, which expired September 30, 2024.

Advertisements requesting applications were placed in the St. Augustine Record and posted on the City's website.

Attached is an application received from Jan Kelly, in addition to the current PZB roster, Board profile and responsibilities.

I respectfully request that consideration be given to appointing this applicant.

Darlene Galambos
City Clerk

Attachments: Application

xc: PZB – Clerk's File

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

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

1. APPLICANT NAME Jan Kelly
2. BOARD/COMMITTEE DESIRED Planning and Zoning Board
3. RESIDENCE *(Address)* 174 Oneida St. St. Augustine 32084
4. PHONE 937.307.4493 E-MAIL See Resume please jan.elections@icloud.com
5. BUSINESS OWNED *(Address)* _____
6. BUSINESS PHONE _____ E-MAIL _____
7. PROPERTY OWNED *(Address)* 174 Oneida St. St. Augustine 32084
8. PREFERRED MAILING ADDRESS Residence
9. OCCUPATION ***(include resume)*** Lawyer
10. PROFESSIONAL QUALIFICATIONS ***(submit a cover letter)*** Attached
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 Jan Kelly

Jan Kelly DATE 09/25/2025

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.

JK
Initial

QUALIFICATIONS FOR PLANNING AND ZONING BOARD (PZB):

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

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

Please check those qualifications that apply to you:

- ☐ Architect, Florida registered
- ☐ Planner, member APA or AICP
- ☐ Real Estate Broker, w/ County occupational license
- ☐ Educator, college level
- ☐ Engineer, Florida registered
- ☐ Merchant/Businessperson, City occupational license
- ☐ Preservation Organization Officer
- ☐ Environmental or Land Use Organization Officer
- ■ Attorney, Florida Bar
- ☐ Landscape Architect, Florida registered
- ☐ Contractor, City contractor's 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
- ☐ Archaeology
- ☐ Architectural History
- ☐ Historic Architecture
- ☐ Art History
- ☐ Former HARB Member
- ☐ Other

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

Jan Kelly

jan.elections@icloud.com | 9373074493 | St. Augustine, FL 32084

September 26, 2025

City of St. Augustine

RE: Planning and Zoning Board Member

Dear Hiring Manager,

I am writing to express my interest in the Planning and Zoning Board Member position with the City of St. Augustine. Having moved to this historic city four years ago, I have developed a deep appreciation for its unique character and community values. My previous experience as a Board Member and Chair of the Code Enforcement Committee has equipped me with valuable insights into local governance and community engagement.

With over ten years of professional experience, I bring strong leadership, teamwork, and decision-making skills that are essential for effective board service. My commitment to serving our community is reflected in my active involvement in local initiatives aimed at enhancing quality of life for residents. I believe that local politics significantly impact citizens' daily lives, making it imperative to approach planning and zoning issues with diligence and care.

Collaboration is at the heart of successful governance; therefore, my ability to work harmoniously with diverse groups will enable me to contribute positively to the Planning and Zoning Board. I am dedicated to fostering open dialogue among stakeholders while ensuring that all voices are heard during discussions on development projects.

I would be honored to serve St. Augustine once again as a member of this vital board. Thank you for considering my application; I look forward to the opportunity to discuss how my background aligns with your vision for our city's future.

Sincerely,
Jan Kelly

Jan Kelly

JAN KELLY

CONTACT

San Augustine, FL 32084

937.3074493

Jan.elections@icloud.com

SKILLS

- Leadership
- Legal research
- Legal writing
- Organization
- Communications

CURRENT VOLUNTEER

St. Augustine Code Enforcement Board and Chair (2022-24)
Father Miguel O'Reilly docent
Cathedral Basilica Leadership Team and Facilitator for Women's Bible Study

Dynamic leader with a proven track record in guiding teams, managing complex projects, and driving strategic objectives to successful completion.

Expertise in developing streamlined processes that uphold high standards while aligning team efforts with organizational goals.

Recognized for a collaborative approach and unwavering commitment to excellence, supported by extensive representation and leadership experience at local, state, and national government levels, including comprehensive planning initiatives.

Served as chair and member of the St. Augustine Code Enforcement Board, demonstrating dedication to community engagement and effective governance.

WORK HISTORY

Regional Liaison ***Secretary of State,*** Columbus, OH

- Regional Liaison for 14 counties. Developed and maintained relationships with Boards of Elections ensuring laws and procedures were handled by staff and Board Members.
- Reported activity to Secretary of State.
- Served as the primary point of contact fostering strong relationships.

February 2006 - January 2021
Director/Board of Elections ***Secretary of State,*** Ohio

- Directed cross-functional teams to align project goals with organizational strategy.
- Collaborated with stakeholders to identify and prioritize key initiatives for operational efficiency.
- Implemented process improvements resulting in streamlined workflows across departments.
- Mentored and developed team members, fostering a culture of continuous improvement and accountability.
- Administrative and direct contact with Secretary of State to implement state directives and procedures.
- Managed staff

February 1992 - July 1995
Legal Counsel ***United States House of Representatives,*** Washington, DC

- Maintained a high degree of professionalism at all times, representing the organization with integrity in both internal and external interactions.
- Worked with legislators to assist in drafting bills for legislation. Prepared speeches, supervised staff. Liaison with constituents.

EDUCATION

Bachelor of Arts Pre-law,Journalism And Mass Communication
University of Miami, Miami, FL
summa cum laude
- 4.0

J.D. Law
University of Miami, Miami, FL

PLANNING & ZONING BOARD

Meets Monthly, 1st Tuesday - 1:00 p.m.
Alcazar Room, City Hall

Board Member	Contact information	Appointment	3-Year Terms Expire
J. Carl Blow Commercial Real Estate Property Manager	100 Santa Monica Ave, 32080 904-829-6985 904-710-2655 john.carl.blow@gmail.com	12/09/19 fill vacancy 09/27/21 1st full term 09/09/24 2nd full term	09/30/2021 09/30/2024 09/30/2027
Susan T. Johns Attorney	435 Maralinda Drive, 32095 315-345-4014 smtjohns@gmail.com	09/09/24 fill vacancy	9/30/2026
Charles Pappas Chairperson	46 Macaris St., 32084 617-519-3017 charlespappas@mac.com	09/27/21 1st full term 09/09/24 2nd full term	09/30/2024 09/30/2027
VACANT			
Dr. Ashleigh Barnes Attorney	110 Bridge St., 32084 912-409-5849 barnesashleigh@gmail.com	09/26/22 1st full term 09/08/25 2nd full term	09/30/2028
VACANT			
Christina Tucker Civil Engineer Vice-Chairperson	29 Miruela Ave., 32080 352-474-3650 christinagriggs1@gmail.com	12/13/21 fill vacancy 09/11/23 1st full term	09/30/2023 09/30/2026

10/02/25

PLANNING & ZONING BOARD

Authorization:	Chapter 28, Zoning, Code of the City of St. Augustine, Art II, Div. II. Section 28-57 Amended 4.14.2003, Ordinance 2003-14.
Number of Members:	Seven (7)
Terms of Office:	Three (3) years Original appointments staggered. No member may be appointed for more than two (2) consecutive full terms.
Appointment:	By City Commission
Reappointment:	Normal terms to expire on September 30 of each year.
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. Member composition: architect, Florida registered; planner member APA or AICP; real estate broker, with County occupational license; educator, college level; engineer, Florida registered; landscape architect Florida registered; preservation organization officer; environmental or land use organization officer; attorney, Florida Bar; merchant/business person, City occupational license; or contractor, City contractor's license.
Duties:	The Planning & Zoning Board is established as the St. Augustine Local Comprehensive Planning Agency. The board may grant zoning exceptions and variances as provided in the zoning code ordinances; hear appeals of any decision of the Planning and Building Department; recommend to the Commission in the rezoning of land and changes to the Comprehensive Plan.
Attendance:	Ordinance 2018-11amended Sec. 2-191 to remove the language regarding meeting attendance and instead states "Members of Boards may be removed by majority vote of the Commission, upon notice of intent to remove the Board member mailed to the address on record at the office of the City Clerk by certified U.S. mail, return receipt requested, and a hearing before the City Commission providing the member an opportunity to be heard".
Meetings:	First Tuesday of each month, 1 P.M., the Alcazar Room, City Hall.

CITY OF ST. AUGUSTINE

M E M O R A N D U M

TO: Mayor and City Commissioners

DATE: October 2, 2025

RE: Reminder: Open Positions on Boards and Committees

Below is a list of Boards and Committees indicating current vacancies or upcoming term expirations. Your assistance in identifying and encouraging qualified candidates to apply is greatly appreciated.

- **Planning and Zoning Board**
  [One (1) Vacancy- Term Expired 9/30/25]

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

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: September 16, 2025

RE: **SATISFACTION AND RELEASE OF UTILITY MORTGAGE – 856 HAMILTON AVENUE**

Enclosed is a Satisfaction and Release of Mortgage for 856 Hamilton Avenue, regarding the Unit Connection Fee Mortgage and Promissory Note executed between the City of St. Augustine, Cornell McMillon, and Gladys McMillon. The mortgage was recorded in the Public Records of St. Johns County on June 9, 2015. Copies of the Unit Connection Fee Mortgage and Promissory Note are enclosed as well for reference.

Please place this Release and Satisfaction of Mortgage on the consent agenda for consideration and execution at the October 13, 2025 City Commission meeting.

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

Isabelle C. Lopez
City Attorney

/sl
Attachment

xc: Darlene Galambos, City Clerk (with original)

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

SATISFACTION AND
RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THE CITY OF ST. AUGUSTINE, a municipal corporation organized and existing under the laws of the State of Florida, whose mailing address is P.O. Box 210, St. Augustine, Florida, 32085-0210 (hereinafter referred to as "Mortgagee"), in consideration of the covenants and agreements set forth hereinafter, hereby releases **CORNELL MCMILLON and GLADYS MCMILLON**, both deceased, whose address was 856 Hamilton Avenue, St. Augustine, Florida 32084, their heirs, assigns or successors in title (hereinafter referred to as "Mortgagors"), from the Mortgage entitled, "Unit Connection Fee Mortgage," executed between the parties and dated May 26, 2015, recorded at Official Records Book 4039, Page 953, of the Public Records of St. Johns County, Florida, and relating to that certain lot, parcel or piece of land situated in the City of St. Augustine, St. Johns County, Florida, described in **Exhibit "A"** attached hereto and incorporated herein.

Mortgagee hereby releases said Mortgagors from any obligations created by or existing by virtue of said Mortgage and the Promissory Note relating thereto recorded at Official Record Book 4039, Page 953, of the Public Records of St. Johns County, Florida, and such obligations related to said documents have been fully performed and are therefore satisfied.

IN WITNESS WHEREOF, this Satisfaction and Release of Mortgage has been duly signed and executed by the Mortgagee, this _____ day of _____, 2025.

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

ATTEST:

By:_____

_____
Darlene Galambos, City Clerk

Nancy Sikes-Kline, Mayor-Commissioner

(S E A L)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, 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 15 AND THE NORTH ½ OF LOT 16, BLOCK 29, OSCEOLA ACRES, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN MAP BOOK 4, PAGE 30, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

TOGETHER WITH THAT CERTAIN MOBILE HOME KNOWN AS A 1983 GUERDON, IDENTIFICATION NUMBER GDLCFL44825980, FLORIDA TITLE NUMBER 20505675, REAL PROPERTY NUMBER R-153283.

PARCEL ID NUMBER: 105360-0150

LOCATION ADDRESS: 856 HAMILTON AVENUE, ST. AUGUSTINE, FLORIDA 32084

Instr #2015034979 BK: 4039 PG: 953, Filed & Recorded: 6/9/2015 1:10 PM #Pgs:7
Cheryl Strickland,Clerk of the Circuit Court St. Johns County FL Recording $61.00 Doc M: $15.75 Int. Tax $8.97

UNIT CONNECTION FEE
MORTGAGE

THIS MORTGAGE, by and between **Cornell McMillon and Gladys McMillon**, whose address is 856 Hamilton Avenue (hereinafter called "Mortgagor") and **CITY OF ST. AUGUSTINE, FLORIDA,** a municipal corporation organized under the laws of the State of Florida, whose address is P.O. Box 210, Attention Financial Services Dept., St. Augustine, Florida, 32085 (hereinafter called "Mortgagee").

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

SEE EXHIBIT "A" ATTACHED HERETO

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

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

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

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

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

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

And the Mortgagor further covenants as follows:

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

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

3. That the Mortgagee will make monthly payments in the amount of $43.66 for 120 months.

IN WITNESS WHEREOF, the Mortgagor has hereunto set its hand and seal, this 26th day of May, 2015.

Signed, sealed and delivered in the presence of:

Barbara J. Muench
Witness
Printed Name: Barbara J Muench

Witness
Printed Name: John Augustus

BY: Cornell McMillon
(Printed Name) Cornell McMillon
(Address) 856 Hamilton Avenue
(Telephone) 904- 824-9308

Barbara J. Muench
Witness
Printed Name: Barbara J Muench

Witness
Printed Name: John Augustus

BY: Gladys L. McMillon
(Printed Name) Gladys McMillon
(Address) 856 Hamilton Avenue
(Telephone) 904- 824-9308

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

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

COUNTY OF St. Johns

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

Witness my hand and official seal, this 26th day of May, 2015.

Notary Public State of Florida
Barbara J Muench
My Commission FF 225184
Expires 06/05/2019

Barbara J. Muench
Notary Public, State of Florida

FOR AN INDIVIDUAL ACTING IN HIS OR HER OWN RIGHT:

STATE OF Florida

COUNTY OF St. Johns

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

Witness my hand and official seal, this 26th day of May, 2015.

Notary Public State of Florida
Barbara J Muench
My Commission FF 225184
Expires 06/05/2019

Barbara J. Muench
Notary Public, State of Florida

LEGAL DESCRIPTION

Lot 15 and the North ½ of Lot 16, Block 29, Osceola Acres, according to map or plat thereof recorded in Map Book 4, Page 30, of the public records of St. Johns County, Florida.

Together with that certain mobile home known as a 1983 Guerdon, Identification Number GDLCFL44825980, Florida Title Number 20505675, Real Property Number R-153283.

Parcel Id. No 105360-0150

UNIT CONNECTION FEE
PROMISSORY NOTE

APPLICANT(S) NAME: **Cornell McMillon and Gladys McMillon**
ADDRESS: **856 Hamilton Avenue**
St. Augustine, FL 32084

$4,483.00 St. Augustine, Florida

FOR VALUE RECEIVED, and as payment for certain unit connection fees on premises located at **856 Hamilton Avenue**, the undersigned, jointly and severally, promises to pay to the order of **CITY OF ST. AUGUSTINE, P.O. Box 210, St. Augustine, Florida, 32085**, or elsewhere as the holder hereof May from time to time require, the principal sum of **4483.00 Dollars**, together with interest on so much of said principal sum as remains from time to time outstanding and unpaid, at the rate of **3.18 percent** per annum from the date hereof until paid. Said principal and interest shall be paid in equal consecutive monthly installments of **43.66 Dollars** each, commencing on the date hereof and continuing on the same date each and every month thereafter until paid in full, said installments to be applied first to interest and the balance to principal.

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

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

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

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

Exhibit "B"

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

Signed, sealed and delivered **dated as of May 26, 2015,** in the presence of:

Barbara J. Muench
Witness
Printed Name: Barbara J Muench

Witness
Printed Name: John Augustus

BY: Gladys L. McMillon
(Printed Name) Gladys McMillon
(Address) 856 Hamilton Avenue
(Telephone) 904-

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this 26th of May, 2015.

Barbara J. Muench
Notary Public, State of Florida

Notary Public State of Florida
Barbara J Muench
My Commission FF 225184
Expires 06/05/2019

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

Signed, sealed and delivered **dated as of May 26, 2015,** in the presence of:

Witness
Printed Name: Barbara J Muench

Witness
Printed Name: Sam Augustus

BY:
(Printed Name) Cornell McMillion.
(Address) 856 Hamilton Avenue
(Telephone) 904-824-9308

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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

Witness my hand and official seal, this 26th of May, 2015.

Notary Public, State of Florida

Notary Public State of Florida
Barbara J Muench
My Commission FF 225184
Expires 06/05/2019

City of St. Augustine

La Lealisíma y Valerosa Ciudad de San Agustín de la Florida

Est. 1565

PROCLAMATION

WHEREAS, *St. Mary's Missionary Baptist Church was founded on May 25, 1875, under the leadership of Reverend Ivory Barnes, its first minister, after religious unrest when there was only one Baptist church in St. Augustine, the First Baptist Church; and*

WHEREAS, *the founding members of St. Mary's Missionary Baptist Church purchased land on Washington Street on February 28, 1884, and began the process of building their new church home; and*

WHEREAS, *the current church building, completed in February of 1937, was inspired in its earliest days by the spirit of The Emancipation Proclamation and The Reconstruction following The Civil War; and*

WHEREAS *St. Mary's Missionary Baptist Church became one of the most important organizing centers for the Civil Rights Movement in St. Augustine, the church would rise to national significance under the leadership of Reverend Thomas Wright, a powerful voice for justice in the fight for civil rights.; and*

WHEREAS*, today, under the current leadership of Pastor Byron Hodges, the Greater St. Mary's Baptist Church remains a vital community hub and as an important historical landmark, the church continues moving this legacy forward by serving the Lincolnville community and building strong community ties.*

NOW, THEREFORE*, the St. Augustine City Commission of the City of St. Augustine hereby proclaims* ***2025*** *as* ***the 150th Anniversary of Greater St. Mary Baptist Church*** *and extends our congratulations on achieving this significant milestone in your history.*

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

2025-32

_____

Nancy Sikes-Kline, Mayor

"Most Loyal and Valorous"
Title conferred upon the Presidio of St. Augustine by King Philip V of Spain, November 26, 1715

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: October 1, 2025

RE: **EMINENT DOMAIN: LAKE MARIA SANCHEZ– INVOICE FOR PROFESSIONAL SERVICES**

Enclosed please find Invoice No. 09-2025-10-5814 dated October 1, 2025 from Cavendish Partners, P.A. for legal services rendered in the Lake Maria Sanchez eminent domain matter.

The amount due is **$18,548.25**. We have reviewed the billing and submit same to you for placement on the consent agenda for the October 13, 2025 City Commission meeting.

WITH THIS INVOICE THE TOTAL EXPENDED TO DATE FOR ATTORNEY'S FEES AND COSTS ON THIS MATTER EQUALS $69,088.59.

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: 10/01/2025
Invoice #: 09-2025-10-5814
Matter: Eminent Domain re Lake Maria Sanchez

File #: 5814

INVOICE TOTAL AND BALANCE DUE $18,548.25

Bill To:
Isabelle Lopez, City Attorney
75 King Street
P.O. Box 210
St Augustine, FL 32085
Due Date: 10/30/2025
Please Remit Payment To:
Cavendish Partners, P.A.
200 West Forsyth Street
Suite 1300
Jacksonville, FL 32202

PAYMENTS RECEIVED AFTER 09/30/2025 ARE NOT REFLECTED IN THIS BALANCE DUE INVOICE